

City of Marquette Storm Water Utility

Retention, Detention, Water Quality or Treatment Unit Maintenance Agreement

This maintenance agreement, made this _____ day of _____ 20_____, by and between _____ (hereafter referred to as the Owner) and the City of Marquette (hereafter referred to as City), provides as follows:

WHEREAS, the Owner has possession of real estate in the City of Marquette, Michigan with the tax identification number of _____ (Hereafter referred to as the Property); and,

WHEREAS the Owner has provided on the Property a certain storm water control pond or water quality treatment facility (hereafter referred to as the System); and,

WHEREAS the Owner has provided an “as-built” plan (Exhibit A) that has been approved by the City; and,

WHEREAS the placement of this System allows for consideration of City Stormwater Utility fee reduction per section _____ of City Code; and,

WHEREAS the Owner of the Property has agreed to maintain the System in accordance with the terms and conditions hereafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and undertaking of the parties, the parties hereby agree as follows:

A. Storm Utility Fee Reduction Application

The Owner shall fill out and comply with the items in the Storm Water Utility Fee Reduction Application.

B. System Maintenance

The Owner agrees to maintain using the applicable practices as set forth in exhibit B of this document, the System such that it performs as designed and constructed. Maintenance shall include all pipes and channels to and from the System along with structures and landscaping.

C. Inspection and Repairs

The Owner shall inspect the System annually and after every heavy rain using Exhibit B. Repair and maintenance shall be performed immediately on any items found deficient.

The City shall inspect system periodically to confirm compliance with this agreement.

The Owner grants permission to the City to enter the Property and to inspect all aspects of the System whenever the City deems necessary. Upon inspection, if the City finds repairs or maintenance is needed, the City will direct the Owner in written letter to perform the necessary work to bring the System back into compliance.

The Owner shall make all required repairs within 30 days of receipt of the directive letter and notify the City in writing of said repairs. If the work is not complete within 30 days, the City

will reevaluate the function of the System and may rescind some or all of the Storm Water Utility fee reduction. After the fee is rescinded, the Owner may still make the necessary repairs but will have to reapply for any fee reduction.

The Owner shall repair and clean the City stormwater infrastructure arising from any failure of the System.

D. Indemnification and Responsibility

The Owner hereby agrees that it shall save, hold harmless, and indemnify the City and its employees and officers from and against all liability, losses, claims, demands, costs, and expenses arising from, or out of, default or failure by the Owner to maintain the System in accordance with the terms and conditions set forth herein, or from acts of the Owner arising from, or out of, the inspection, construction, operation, repair or maintenance of the System.

This maintenance agreement shall be a covenant that runs with the land and shall inure to the benefit of and shall be binding upon the parties hereto, their respective successors and assigns, and all subsequent owners of the property.

Upon execution of this Maintenance Agreement, the Agreement, Exhibit A and Exhibit B shall be recorded as one document at the Owner's expense in the Register of Deeds Office of Marquette County, Michigan. A copy of the Agreement showing the Liber and Page shall be provided to the City.

The Owner can by written letter to the City Engineer terminate this agreement. Termination of this agreement will return the Storm Water Utility fee to a non-reduced value.

In Witness Where of, the Owner has caused this Maintenance Agreement to be signed in its names by a duly authorized person.

Signature of Owner

Typed Name of Owner

Signature of Authorized City Official

Exhibit A

As Built Plan of Treatment Facility

Attach 8.5" by 11" As-Built Plan of Facility with Label
"Exhibit A"

Exhibit B

Minimum Maintenance Standards for Stormwater Treatment Facilities

1. Retention and Detention Basins
 - a. Maintain Vegetation
 - i. Vegetation shall be healthy and as originally designed. Repair or replace plants as necessary.
 - b. Sediment Removal
 - i. Remove sediment if it covers more than 10% of basin bottom. Restore basin to original as-built elevations.
 - ii. Remove all debris from basin whether natural or litter.
 - c. Inlets and outlets
 - i. Verify inlets and outlets are completely free of sediment and debris. Clean as necessary.
 - ii. Repair any damage to inlets and outlets.
 - iii. Repair any erosion near outlet or inlet.
 - d. Emergency Overflow
 - i. Repair and clean emergency overflow. Verify it will function as designed.
 - e. Erosion
 - i. Correct and stabilize any erosion.
2. BioSwale, BioRetention and Rain Garden (Facility)
 - a. Flowpaths
 - i. Clean and repair flow paths into, through and out of facility.
 - ii. Replace any vegetation that has died and was planted when facility was constructed.
 - iii. Remove any weeds and invasive species growing in the facility. Invasive species include but are not limited to: Purple Loosestife, Garlic Mustard, Spotted Knapweed, Reed Canary Grass, and Giant Hogweed.
 - iv. Correct and stabilize any erosion in facility.
3. Storm Water Treatment Units
 - a. Cleaning per Manufacturer's Requirements and Recommendations
 - i. Remove sediment from grit chamber at least annually.
 - ii. Remove all floating litter and debris from floating chamber.
 - iii. Clean inlet and outlet and verify they are functioning.