Document Number

Stormwater Management Practice Maintenance Agreement

[Owners Name], as "Owner" of the property described below, in accordance with Chapter 14 Waukesha County Code of Ordinances, agrees to install and maintain stormwater management practice(s) on the subject property in accordance with approved plans and Stormwater Permit conditions. The owner further agrees to the terms stated in this document to ensure that the stormwater management practice(s) continues serving the intended functions in perpetuity. This Agreement includes the following exhibits:

Exhibit A: Legal Description of the real estate for which this Agreement applies ("Property").
Exhibit B: Location Map(s) – shows an accurate location of each stormwater management practice affected by this Agreement.
Exhibit C: Maintenance Plan – prescribes those activities that must be carried out to maintain compliance with this Agreement.

Note: After construction verification has been accepted by Waukesha County, for all planned stormwater management practices, an addendum(s) to this agreement shall be recorded by the Owner showing design and construction details. The addendum(s) may contain several additional exhibits, including certification by Waukesha County of Stormwater Permit termination, as described below.

Name and Return Address

Land Resources Division
515 W. Moreland Blvd., Rm AC 260
Waukesha, WI 53188

Through this Agreement, the Owner hereby subjects the Property to the following covenants, conditions and restrictions:

1. The Owner shall be responsible for the routine and extraordinary maintenance and repair of the stormwater management practice(s) and drainage easements identified in Exhibit B until Stormwater Permit termination by Waukesha County in accordance with Chapter 14 of the County Code of Ordinances.
2. After Stormwater Permit termination under 1., the current Owner(s) shall be solely responsible for maintenance and repair of the stormwater management practices and drainage easements in accordance with the maintenance plan contained in Exhibit C.
3. Upon written notification by Town of _____ or their designee, the Owner(s) shall, at their own cost and within a reasonable time period determined by the Town of _____, have an inspection of the stormwater management practice conducted by a qualified professional, file a report with the Town of _____ and complete any maintenance or repair work recommended in the report. The Owner(s) shall be liable for the failure to undertake any maintenance or repairs.
4. In addition, and independent of the requirements under paragraph 3 above, the Town of _____, or its designee, is authorized to access the property as necessary to conduct inspections of the stormwater management practices or drainage easements to ascertain compliance with the intent of this Agreement and the activities prescribed in Exhibit C. The Town of _____ may require work to be done which differs from the report described in paragraph 3 above, if the Town of _____ reasonably concludes that such work is necessary and consistent with the intent of this agreement. Upon notification by the Town of _____ of required maintenance or repairs, the Owner(s) shall complete the specified maintenance or repairs within a reasonable time frame determined by the Town of _____.
5. If the Owner(s) do not complete an inspection under 3. above or required maintenance or repairs under 4. above within the specified time period, the Town of _____ is authorized, but not required, to perform the specified inspections, maintenance or repairs. In the case of an emergency situation, as determined by the Town of _____, no notice shall be required prior to the Town of _____ performing emergency maintenance or repairs. The Town of _____ may levy the costs and expenses of such inspections, maintenance or repair related actions as a special charge against the Property and collected as such in accordance with the procedures under s. 66.0627 Wis. Stats. or subch. VII of ch. 66 Wis. Stats.
6. This Agreement shall run with the Property and be binding upon all heirs, successors and assigns. After the Owner records the addendum noted above, the Town of _____ shall have the sole authority to modify this agreement upon a 30-day notice to the current Owner(s).

Dated this ___ day of _____, 201_.

Owner:

_____
(Owners Signature)

_____
(Owners Typed Name)

Acknowledgements

State of Wisconsin:
County of Waukesha

Personally came before me this ____ day of _____, 202_, the above named ___[Owners name]_____ to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____.
[Name]
Notary Public, Waukesha County, WI
My commission expires:_____.

This document was drafted by:

_____

_____

[Name and address of drafter]

For Certification Stamp

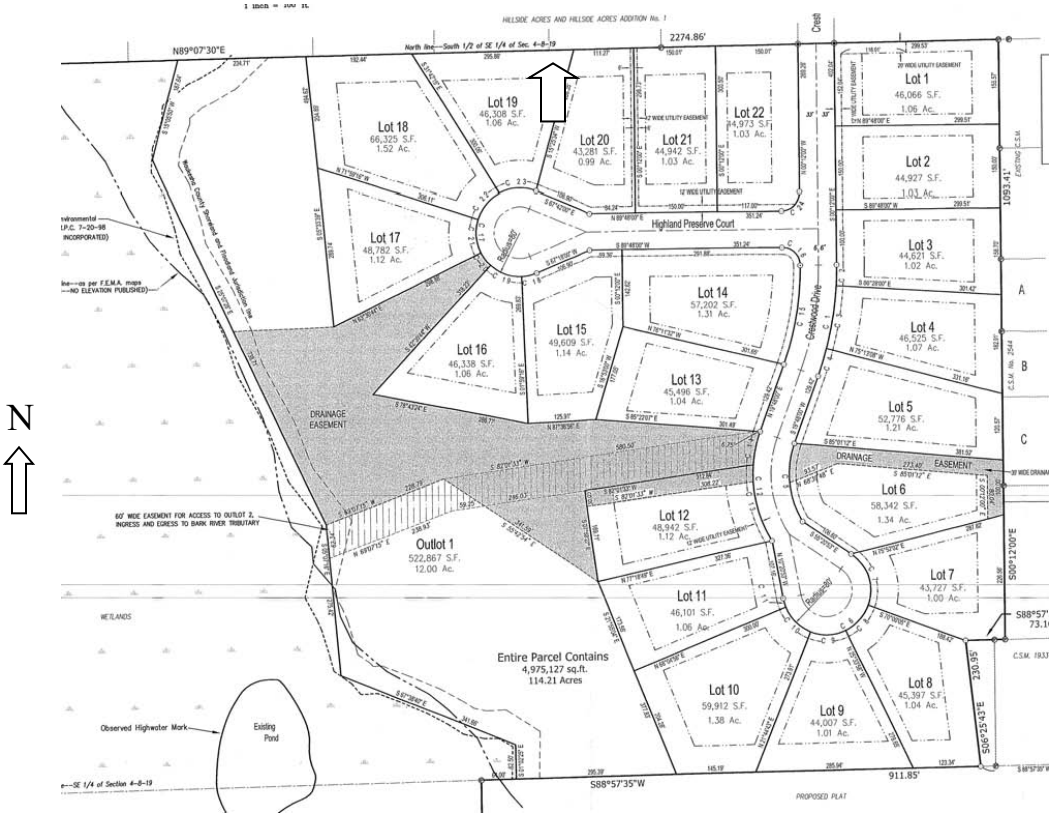
Exhibit A – Legal Description

The following description and reduced copy map identifies the land parcel(s) affected by this Agreement. For a larger scale view of the referenced document, contact the Waukesha County Register of Deeds office.

[Note: An example legal description is shown below. This exhibit must be customized for each site, including the minimum elements shown. It must include a reference to a Subdivision Plat, Certified Survey number, or Condominium Plat, and a map to illustrate the affected parcel(s).]

Project Identifier: **Highland Preserve Subdivision** Acres**: 40**
Date of Recording: **October 22, 2002**
Map Produced By: **Baudhuin, Inc., P.O. Box 105, Sturgeon Bay, WI**
Legal Description: **Lots 1 through 22 of Highland Preserve Subdivision, located in all that part of the Southwest Quarter (SW ¼) of Section 4, Township 8N, Range 19E (Town of Lisbon) Waukesha County, Wisconsin.**

Highland Preserve Subdivision



Drainage Easement Restrictions: Shaded area on map indicates a drainage easement for stormwater collection, conveyance and treatment. No buildings or other structures are allowed in these areas. No grading or filling is allowed that may interrupt stormwater flows in any way. See Exhibit C for specific maintenance requirements for stormwater management practices within this area. See subdivision plat for details on location.

Exhibit B - Location Map
Stormwater Management Practices Covered by this Agreement

[An example location map and the minimum elements that must accompany the map are shown below. This exhibit must be customized for each site. Map scale must be sufficiently large enough to show necessary details.]

The stormwater management practices covered by this Agreement are depicted in the reduced copy of a portion of the construction plans, as shown below. The practices include one wet detention basin, two forebays, two grass swales (conveying stormwater to the forebays) and all associated pipes, earthen berms, rock chutes and other components of these practices. All of the noted stormwater management practices are located within a drainage easement in Outlot 1 of the subdivision plat, as noted in Exhibit A.

Subdivision Name: **Highland Preserve**
Stormwater Practices: **Wet Detention Basin #1, Forebays (2), Grass swales (2)**
Location of Practices: **All of Outlot 1 of Highland Preserve Subdivision:**
Owners of Outlot 1: **Each owner of Lots 1 through 22 shall have equal (1/22) undividable interest in Outlot 1**

Figure 1
Plan View of Stormwater Practices

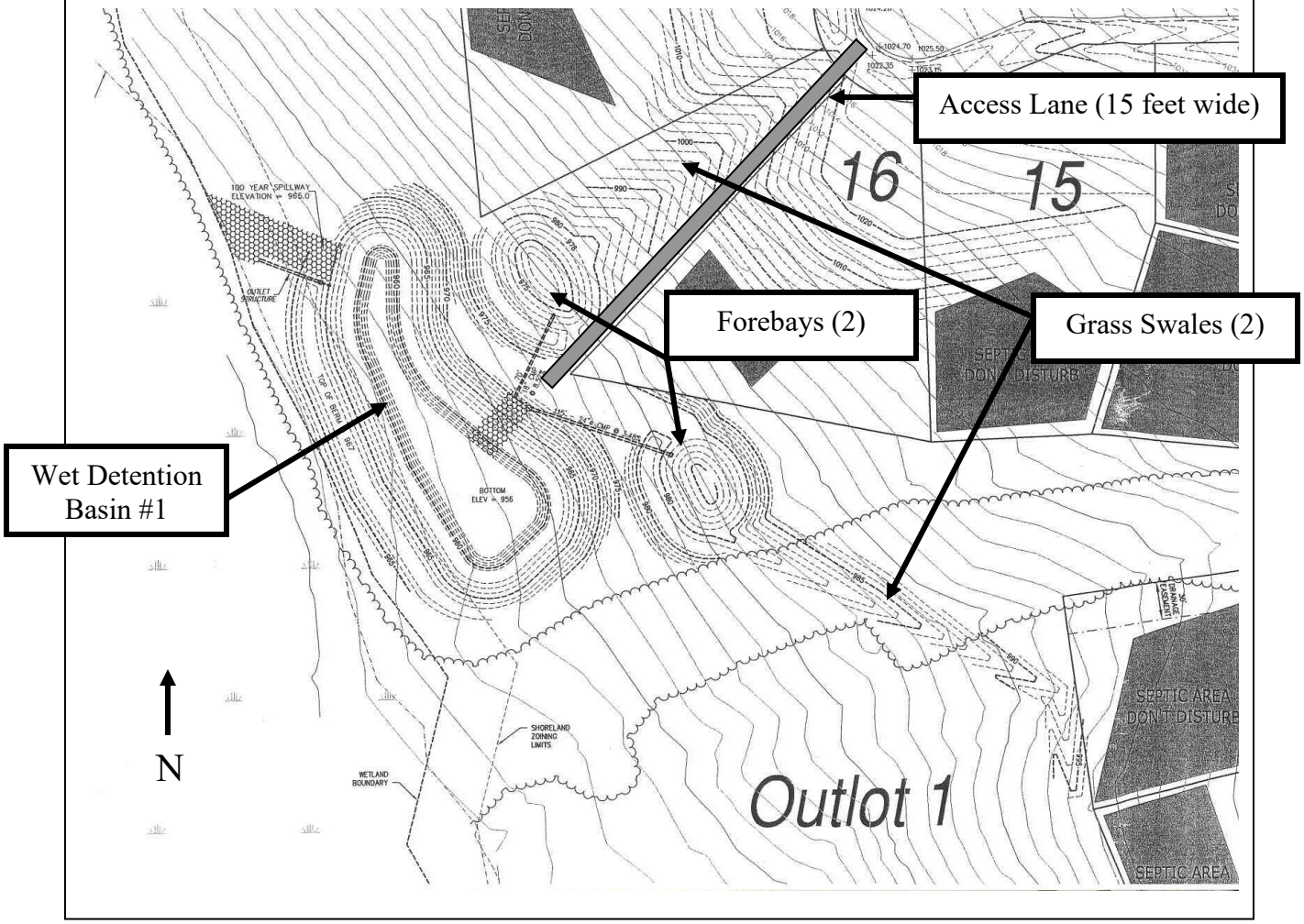


Exhibit C
Stormwater Practice Maintenance Plan

This exhibit explains the basic function of each of the stormwater practices listed in Exhibit B and prescribes the minimum maintenance requirements to remain compliant with this Agreement. The maintenance activities listed below are aimed to ensure these practices continue serving their intended functions in perpetuity. The list of activities is not all inclusive, but rather indicates the minimum type of maintenance that can be expected for this particular site. Access to the stormwater practices for maintenance vehicles is shown in Exhibit B. Any failure of a stormwater practice that is caused by a lack of maintenance will subject the Owner(s) to enforcement of the provisions listed on page 1 of this Agreement by the Town of _____.

[Sample maintenance language is listed below. This exhibit must be customized for each site. The minimum elements of this exhibit include: a description of the drainage area and the installed stormwater management system & best management practices, a list of BMP maintenance requirements and a reference to future as-built drawings and design summaries to be recorded as an addendum(s) to this agreement.]

System Description:
The wet detention basin is designed to trap 80% of sediment in runoff and maintain pre-development downstream peak flows. The basin has two forebays (smaller ponds) located at the low end of two grass swales. In addition to runoff conveyance, the grass swales also allow infiltration and filtering of pollutants, especially from smaller storms. The forebays are each 4 feet deep. They are connected to the main pool by 18 and 24-inch metal pipes that outlet onto a rock chute. The forebays will trap coarse sediments in runoff, such as road sands, thus reducing maintenance of the main basin. The main pool will trap the finer suspended sediment. To do this, the pond size, water level and outlet structures must be maintained as specified in this Agreement (see Figures 1, 2 and 3).

The main basin receives runoff from a 67.1 acre drainage area (41.2 acres within the subdivision and 25.9 acres off-site drainage coming from the east). During high rainfall or snow melt events, the water level will temporarily rise and slowly drain down to the elevation of the control structure. The water level is controlled by a 12-inch concrete pipe extending through the berm in the northwest corner of the basin (see Figures 1 and 3). On the face of the 12-inch pipe, there is metal plate with a 3-inch drilled hole (orifice) with stone in front of it. This orifice controls the water level and causes the pond to temporarily rise during runoff events. Washed stone (1-2" diameter) is placed in front of the orifice to prevent clogging. High flows may enter the grated concrete riser or flow over the rock lined emergency spillway. "As-built" construction drawings of the basin, showing actual dimensions, elevations, outlet structures, etc. will be recorded as an addendum(s) to this agreement within 60 days after Waukesha County accepts verification of construction from the project engineer.

Minimum Maintenance Requirements:
To ensure the proper long-term function of the stormwater management practices described above, the following activities must be completed:

1. All outlet pipes must be checked monthly to ensure there is no blockage from floating debris or ice, especially the washed stone in front of the 3-inch orifice and the trash rack on the riser in the main basin. Any blockage must be removed immediately. The washed stone must be replaced when it becomes clogged.
2. Grass swales shall be preserved to allow free flowing of surface runoff in accordance with approved grading plans. No buildings or other structures are allowed in these areas. No grading or filling is allowed that may interrupt flows in any way.
3. Grass swales, inlets and outlets must be checked after heavy rains (minimum of annually) for signs of erosion. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the downstream forebays or basin. Erosion matting is recommended for repairing grassed areas.
4. NO trees are to be planted or allowed to grow on the earthen berms. Tree root systems can reduce soil compaction and cause berm failure. The berms must be inspected annually and any woody vegetation removed.
5. Invasive plant and animal species shall be managed in compliance with Wisconsin Administrative Code Chapter NR 40. This may require eradication of invasive species in some cases.
6. If the permanent pool falls below the safety shelf, a review shall be performed to determine whether the cause is liner leakage or an insufficient water budget. If the cause is leakage, the liner shall be repaired. Leakage due to muskrat burrows may require removal of the animals, repair of the liner with clay, and

embedding wire mesh in the liner to deter further burrowing. If the permanent pool cannot be sustained at the design elevation, benching of the safety shelf may be necessary.

7. If floating algae or weed growth becomes a nuisance (decay odors, etc.), it must be removed from the basin or the forebay and deposited where it cannot drain back into the basin. Removal of the vegetation from the water reduces regrowth the following season (by harvesting the nutrients). Wetland vegetation must be maintained along the waters edge for safety and pollutant removal purposes.
8. If mosquitoes become a nuisance, the use of mosquito larvicide containing naturally-occurring Bti soil bacteria is recommended.
9. When sediment in the forebays or the basin has accumulated to an elevation of three feet below the outlet elevation, it must be removed (see Exhibit D). All removed sediment must be placed in an appropriate upland disposal site and stabilized (grass cover) to prevent sediment from washing back into the basin. The forebays will likely need sediment removal first. Failure to remove sediment from the forebays will cause resuspension of previously trapped sediments and increase downstream deposition.
10. No grading or filling of the basin or berm other than for sediment removal is allowed, unless otherwise approved by the Town of _____.
11. Periodic mowing of the grass swales will encourage vigorous grass cover and allow better inspections for erosion. Waiting until after August 1 will avoid disturbing nesting wildlife. Mowing around the basin or the forebays may attract nuisance populations of geese to the property and is not necessary or recommended.
12. Any other repair or maintenance needed to ensure the continued function of the stormwater practices or as ordered by the Town of _____ under the provisions listed on page 1 of this Agreement.
13. Aerators/Fountains – If an aerator or fountain is desired for visual and other aesthetic effects (aerators designed to mix the contents of the pond are prohibited) they must meet all of the items below:
    i. Use an aerator/fountain that does not have a depth of influence that extends into the sediment storage depth (i.e. more than three feet below the normal water surface).
    ii. If the water surface drops due to drought or leakage, the aerator / fountain may not be operated until the water rises enough for the depth of influence to be above the sediment storage layer. Therefore, if the depth of influence of the aerator / fountain is two feet, the water surface must be within one foot or less of the lowest pond outlet.
    iii. Provide an automatic shut-off of the aerator/fountain as the pond starts to rise during a storm event. The aerator/fountain must remain off while the pond depth returns to the permanent pool elevation and, further, shall remain off for an additional 48 hours, as required for the design micron particle size to settle to below the draw depth of the pump.
    iv. Configure the pump intake to draw water primarily from a horizontal plane so as to minimize the creation of a circulatory pattern from bottom to top throughout the pond.