

Date of Submittal: \_\_\_\_\_

Credit Application ID: \_\_\_\_\_



City of Harrisonburg, Virginia  
Department of Public Works  
320 East Mosby Road  
Harrisonburg, VA 22801  
540-434-5928  
stormwater@harrisonburgva.gov

## Stormwater Utility Fee Maintenance Agreement

For new and pre-existing Residential BMPs

**This Agreement**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_ (“Property Owner”) and the City of Harrisonburg, a Virginia municipal corporation, (“City”).

### The City and the Property Owner(s) agree to the following terms and conditions as follows:

The Property Owner(s) is the owner of that certain parcel of land located within the City at (ADDRESS) \_\_\_\_\_, Harrisonburg, Virginia and designated on the Harrisonburg City Tax Map as parcel \_\_\_\_\_ (the “Property”). The Property Owner(s) has submitted to the City a credit application pursuant to the City’s Stormwater Utility Fee Credit Program for certain stormwater management BMP facilities located on the Property.

The City requires that any on-site stormwater management BMP, as outlined in the credit application, be adequately constructed, operated, and maintained by the Property Owner(s).

**1. Location of the Facility.** The on-site stormwater management BMP facility (check one)  located on the Property or  on Harrisonburg City Tax Map as parcel \_\_\_\_\_, has been constructed by the Property Owner(s) in accordance with the specifications identified in the appropriate Stormwater Utility Fee Credit Manual for Non-Residential or Residential.

**2. Commitment to Operation and Maintenance of Facility.** The Property Owner(s), including any homeowners association, shall adequately operate, inspect, and maintain the stormwater management BMP facilities in accordance with the specific operation, inspection, and maintenance requirements set forth in the attachment to the maintenance agreement.

**3. Documentation.** The Property Owner(s) shall document any maintenance, landscaping, and repairs performed to the on-site stormwater management BMP facilities on the City’s Maintenance Record form and provide a copy of said Maintenance Record to the City or its representatives upon request. Regular inspection by the Property Owner(s) is encouraged, but submittal of inspection forms to the City is not required.

**4. Right of Entry on Property.** The Property Owner(s) grants permission to the City and its authorized agents and employees, to enter upon the Property at reasonable times and upon presentation of proper identification, to inspect the stormwater management BMP facilities whenever the City deems necessary. Except for emergencies, City representatives shall use reasonable efforts to provide at least a 24 hour notice to the Property Owner(s) before entry upon the Property. The purpose of inspections is to assure safe and proper functioning of the facilities, follow-up on suspected or reported deficiencies, and/or to respond to citizen complaints. In the event any deficiency is observed during an

inspection, the City shall provide the Property Owner(s) copies of the inspection findings and a directive with timeline to commence any necessary repairs.

**5. Failure to Maintain.** In the event the Property Owner(s) fails to operate and maintain the stormwater management BMP facilities in good working condition and in accordance with the attachment, the City will notify the Property Owner(s) in writing of deficiencies and required maintenance actions. If maintenance actions are not corrected by the Property Owner(s) within 90 days after notification is sent, the revocation of stormwater utility fee credits will take effect immediately and this maintenance agreement is voided. It is expressly understood and agreed that the City is under no obligation to maintain or repair said stormwater management BMP facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.

The Property Owner(s) may reinstate their credit by following the procedures and requirements outlined in the appropriate Stormwater Utility Fee Credit Manual for Non-Residential or Residential.

**6. Credit Effective Dates.** Credits will be valid for five (5) years from the date of application approval or until transfer of ownership (i.e. sale of the property to another party), whichever is first. The Property Owner(s) will need to re-apply for the credit every five (5) years. Credits do not transfer with ownership changes.

**7. Release of City.** The Property Owner(s), its successors and assigns, shall release the City, its elected officials, offices, employees and designated representatives, from all damages, accidents, casualties, occurrences, or claims or causes of action which might arise from or be asserted against said City, its elected officials, offices, employees, and representatives related to the construction, presence, existence, operative or maintenance of the stormwater management BMP facilities by the Property Owner(s) or City. In the event that such a claim is asserted, the City shall promptly notify the Property Owner(s) and the Property Owner(s) shall defend, indemnify, and hold harmless the City, its elected officials, City Officers or employees, and its associated individuals, in any suit or action based on the claim.

**8. Checklist.** Mark all Residential on-site stormwater management BMPs pertaining to this agreement. By checking these, you also certify that you have reviewed and agree to the Operations, Inspection, and Maintenance requirements for each stormwater management BMP provided by the City.

- Roof Drain Disconnection**
- Rain Garden**
- Vegetated Filter Strip**
- Rain Barrel/Cistern**
- Regional BMP**
- Tree Planting**
- Conservation Landscaping**
- Homeowner Nutrient Management and Lawn Care Agreement**
- Impervious Cover Removal, Including Permeable Hardscapes and Vegetated Roofs**

**Upon signing this document, The City and the Property Owner(s) agree to the terms and conditions as outlined above and as described in the appropriate Stormwater Utility Fee Credit Manual for Non-Residential or Residential effective on the date signed.**

\_\_\_\_\_  
Owner Printed Name

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date