

### 15.0 MAINTENANCE OF STORMWATER MANAGEMENT FACILITIES

Proper maintenance of stormwater management facilities is essential to ensure proper long-term operation of these systems. Possible problems which may develop without proper maintenance include:

- Stormwater structures may become clogged with debris reducing flow capacity which may cause upstream flooding;
- Stormwater storage facilities may fill with sediment or debris reducing storage capacity and diminishing the ability of the facility to lower storm flows which may result in flooding downstream;
- BMPs may not remove pollutants at the design levels required to meet the water quality requirements.

Stormwater management facilities include detention and retention basins, bioretention trenches, grassed swales, and other BMPs that are intended to control stormwater runoff and change the characteristics of that runoff including, but not limited to, the quantity and quality, the period of release or the velocity of flow. Stormwater management facilities also include pipes and open channels, where the pipes and open channels are integral parts of the BMP (e.g. the pipes in a detention basin that convey flow from the outlet structure through an embankment to the discharge), and where the pipes and open channels are being used as BMPs to store or treat stormwater.

Pipes (culverts and storm drains) and open channels that do not store or treat stormwater and are not an integral part of a BMP are storm drainage systems and not stormwater management facilities.

Maintenance of stormwater management facilities are addressed in this chapter. Maintenance of culverts, storm drains, and open channels that are not stormwater management facilities are addressed in their respective chapters.

#### 15.1 Responsibility for Maintenance

Maintenance of stormwater management facilities is the responsibility of the permittee during construction until all work is completed, including final clean up and site stabilization, to the satisfaction of the City. At the completion of construction, maintenance of stormwater

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management facilities becomes the responsibility of the property owner in accordance with the executed Maintenance Agreement.

The City is not responsible for maintaining private stormwater management facilities.

### **15.2 Maintenance Agreements**

A legally binding maintenance agreement specifying the parties responsible for the proper maintenance of all stormwater management facilities shall be secured prior to the approval of the development plan.

Responsibility for the operation and maintenance of stormwater management facilities, after the completion of construction, shall remain with the property owner and shall legally pass to any successor or owner.

The maintenance agreement shall include the approved Operation and Maintenance Manual, submitted as part of the Stormwater Management Plan that lists all stormwater management facilities present on the property; the minimum frequency of inspections and maintenance, and the routine maintenance that is to be performed for each stormwater management facility. The information contained within the VA SWM Handbook and the BMP Clearinghouse may be used, by the applicant, as a guide in preparing the Operation and Maintenance Manual; however, the maintenance requirements shall be written to be specific to each individual project. When landscaping is a component of the stormwater management facility, a project specific maintenance schedule for the landscaping shall be provided that is reflective of the plant species that are used. The landscaping maintenance schedule shall contain guidance regarding methods, frequency, and time of year for landscape maintenance and fertilization.

The Maintenance Agreement must be completed in a form acceptable to the City Attorneys Office. A sample Maintenance Agreement is included in Appendix 16A.

In addition, the applicant shall also establish easements for stormwater management facilities to grant the City the right of access for periodic inspections as described in Chapters 4 and 16.

### **15.3 Maintenance Program**

A consistent maintenance program is the best way to ensure that stormwater management facilities will continue to perform their necessary functions.

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If the City becomes aware that a stormwater management facility has not been adequately maintained, is not functioning properly, or has become a danger to public safety, public health, or the environment, the responsible party will be notified in writing. The responsible party shall then be required to address the deficiency issue within a reasonable time as identified in the written notice. Failure to address the deficiency issue may result in enforcement actions as set forth in Chapter 16 of this Manual.

**APPENDIX 15A- MAINTENANCE AGREEMENTS**

Stormwater Management/EMF Facilities-Sample Maintenance Agreement

SAMPLE

## Stormwater Management/BMP Facilities Maintenance Agreement

Maintenance Agreements shall be submitted to:

Department of Planning Building & Development  
City of Roanoke  
215 Church Avenue, S.W.  
Noel C. Taylor Municipal Building – Room 166  
Roanoke, VA 24011

Procedures for submitting agreements:

- Obtain an original agreement form from this appendix or from the Department of Planning, Building & Development (fax copies are unacceptable).
- Type all information on the agreement form.
- Sign form in black ink.
- Signature must be properly notarized (black ink).
- Attach a check payable to the “Clerk of Circuit Court” for the recordation fee.
- The Department of Planning, Building & Development will coordinate the City Attorney and City Executive signatures, and recordation.

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**STORMWATER MANAGEMENT/BMP FACILITIES MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between \_\_\_\_\_ hereinafter called

(Insert Full Name of Owner)

the "Landowner", and the City of Roanoke, hereinafter called the "City". WITNESSETH, that WHEREAS, the Landowner is the owner of certain real property described as:

\_\_\_\_\_ recorded by plat in

(City Tax Map/Parcel Identification Number)

the land records of the City, Virginia, Map Book \_\_\_\_\_ Page \_\_\_\_\_, hereinafter called the "Property".

WHEREAS, the Landowner is proceeding to build on and develop the property; and WHEREAS, the Site Plan/Subdivision Plan known as \_\_\_\_\_ (Name of Plan/Development), hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for treatment of stormwater within the confines of the property; and

WHEREAS, the City and the Landowner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of the City, Virginia, require that on-site stormwater management/BMP facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management/BMP facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, including any homeowners association.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management/BMP facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.

2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the stormwater management/BMP facilities. This includes all pipes and channels built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions.

3. The Landowner, its successors and assigns, shall periodically inspect the stormwater management BMP facilities. The purpose of the inspection is to assure safe and proper

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functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.

4. The Landowner, its successors and assigns, shall document all inspections, maintenance activities and repairs that are performed on the stormwater management BMP facilities. Documents shall be maintained for a minimum period of five (5) years and they shall be made available for review by, or copies shall be provided to, the City upon request.

5. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management/BMP facilities periodically and whenever the City deems necessary. The purpose of inspection is to verify that proper maintenance is occurring and/or to follow-up on reported deficiencies and/or to respond to citizen complaints. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the maintenance or repairs if necessary.

6. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management/BMP facilities in good working condition acceptable to the City, the City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management/BMP facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.

7. The Landowner, its successors and assigns, will perform the work necessary to comply with the attached maintenance schedule, including sediment removal, and as otherwise required to keep these facilities in good working order as appropriate.

8. In the event the City pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.

9. This Agreement imposes no liability of any kind whatsoever on the City and the Landowner agrees to hold the City harmless from any liability in the event the stormwater management/BMP facilities fail to operate properly.

10. This Agreement shall be recorded among the land records of the City, Virginia, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its

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administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association.

WITNESS the following signatures and seals:

\_\_\_\_\_  
Company/Corporation/Partnership Name (Seal)

By: \_\_\_\_\_

\_\_\_\_\_  
(Type Name)

\_\_\_\_\_  
(Type Title)

STATE OF \_\_\_\_\_

CITY / COUNTY OF \_\_\_\_\_

The foregoing Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

CITY OF ROANOKE, VIRGINIA

By: \_\_\_\_\_

\_\_\_\_\_  
(Type Name)

\_\_\_\_\_  
(Type Title)

STATE OF \_\_\_\_\_

CITY / COUNTY OF \_\_\_\_\_

The foregoing Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



Approved as to Fmm:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

SAMPLE