

Stormwater Management Operations and Maintenance Agreement

This Agreement is made on [DATE], by and between the Charter Township of Lyon (the “Township”) whose address is 58000 Grand River Avenue, New Hudson, MI 48165 and [Owner Name], whose address is [address], (“Owner”). The Township and Owner agree as follows:

Article I. The Subject Property.

- 1.1 Owner owns the property located at and commonly known as [address or general description] (hereinafter the “Subject Property”). The legal description of the Subject Property is set forth at *Exhibit A*.

Article II. The Stormwater System.

- 2.1 Owner, in accordance with Lyon Township Design and Construction Standards and State Municipal Separate Storm Sewer System permit requirements, agrees to construct, install, and permanently maintain a Stormwater System on the Subject Property in accordance with approved plans and conditions. The Stormwater System is set forth at *Exhibit B*.
- 2.2 After construction has been verified and accepted by the Township for the Stormwater System, Owner shall file with the Township the “as-built” documents showing the design and construction details and shall reference this Agreement.
- 2.3 The Stormwater System will be governed by the terms and conditions in this Agreement.

Article III. The Stormwater O&M Plan.

- 3.1 Owner shall be solely responsible for the installation, maintenance, and repair of the Stormwater System, drainage easements, and associated landscaping identified in *Exhibit B* in accordance with the Stormwater Management Operations and Maintenance Plan (the “Stormwater O&M Plan”) set forth in *Exhibit C*.
- 3.2 The Stormwater O&M plan is subject to approval by the Township.
- 3.3 Owner agrees that the Stormwater O&M Plan is intended to and will serve the Subject Property in perpetuity.
- 3.4 Owner, at its expense, shall secure from any affected owners of land, all easements and releases of right-of-way necessary for implementation of the Stormwater O&M Plan and

shall record them with the Oakland County Register of Deeds and provide a recorded copy to the Township. These easements and releases of rights-of-way shall not be altered, amended, vacated, released, or abandoned without prior written approval of the Township.

- 3.5. No alterations or changes to the Stormwater O&M Plan shall be permitted unless they are deemed to comply with this Agreement and are approved in writing by the Township.
- 3.6. Owner shall retain the services of a qualified inspector as described in *Exhibit C* (Maintenance Requirement 1) to operate and ensure the maintenance of the Stormwater O&M Plan.
- 3.7. Owner shall annually, by December 30th, provide to the Township records (logs, invoices, reports, data, etc.) of inspections, maintenance, and repair of the Stormwater System in compliance with the Stormwater O&M Plan.

Article IV. Access and Enforcement.

- 4.1. The Township is authorized to access the property as necessary to conduct inspections of the Stormwater System, confirm conformance with the Stormwater O&M Plan, and inspect drainage easements to ascertain compliance with the intent of this Agreement.

Upon written notification by the Township of required maintenance or repairs, Owner shall complete the specified maintenance or repairs within a reasonable time frame as determined by the Township. Owner shall be liable for the failure to undertake any maintenance or repairs so that the public health, safety, and welfare shall not be endangered nor any road or other improvement damaged.

- 4.2. If Owner does not keep the Stormwater System in reasonable order and condition, or complete maintenance activities in accordance with the Stormwater O&M Plan, or the reporting required in 3.7 above, the Township is authorized, but not required, to perform the specified inspections, maintenance or repairs in order to preserve the intended functions of the Stormwater System and prevent the Stormwater System from becoming a threat to public health, safety, general welfare or the environment. The Township is further authorized, but not required, to shut down construction, installation, or operation of the Stormwater System if there is a soil erosion violation occurring, about to occur, or which has occurred. In addition, the Township may refuse to issue any further building permits until such time as all soil erosions violations have been corrected,
- 4.3. In the case of an emergency, as determined by the Township, no notice shall be required prior to the Township performing emergency maintenance or repairs. The Township may levy the costs and expenses of such inspections, maintenance, or repairs against the Owner.

The Township, at the time of entering upon said Stormwater System for the purpose of maintenance or repair, may file a notice of lien in the office of the Oakland County Register of Deeds upon the property affected by the lien. If said costs and expenses are not paid by Owner, the Township may pursue the collection of same through appropriate court actions

and in such a case, Owner shall pay in addition to said costs and expenses all costs of litigation, including attorney fees.

- 4.4 Owner hereby conveys to the Township an easement over, on and in the property described in *Exhibit A* for the purpose of access to the Stormwater System for the inspection, maintenance, and repair thereof, at any time or should Owner fail to properly inspect, maintain, and repair the Stormwater System.

Article V. Term and Covenants.

- 5.1 This Agreement shall bind all current and future owners of the property. Owner agrees in the event that the Subject Property is sold, transferred, or leased to provide information to the new owner, operator, or lessee regarding proper inspection, maintenance, and repair of the Stormwater System and Stormwater O&M Plan. The information shall accompany the first deed transfer and include *Exhibits B and C* and this Agreement. The transfer of this information shall also be required with any subsequent sale, transfer, or lease of the Subject Property.
- 5.2 Owner agrees that the rights, obligations, and responsibilities hereunder shall commence upon execution of the Agreement.

Article VI. The Memorandum.

- 6.1 Owner shall record with the Oakland County Register of Deeds a Memorandum of Stormwater Management Operations and Maintenance Agreement which serves as notice of this Agreement in a title search, the template for which is set forth at *Exhibit D*.

Article VII. Claims and Authority.

- 7.1 Owner, its agents, representatives, successors and assigns shall defend, indemnify and hold the Township harmless from and against any claims, demands, actions, damages, injuries, costs or expenses of any nature whatsoever, hereinafter "Claims", fixed or contingent, known or unknown, arising out of or in any way connected with the design, construction, use, maintenance, repair or operation (or omissions in such regard) of the Stormwater System, appurtenances, connections and attachments thereto which are the subject of this Agreement. This indemnity and hold harmless shall include any costs, expenses and attorney fees incurred by the Township in connection with such Claims or the enforcement of this Agreement.
- 7.1 The parties whose signatures appear below hereby represent and warrant that they have the authority and capacity to sign this agreement and bind the respective parties hereto.

IN WITNESS WHEREOF, the Township and Owner and have executed this agreement on the day and year first above written.

Explanation of Exhibits

Exhibit A – Legal Description: Provide a legal description and reduced copy map to identify the land parcel(s) affected by this Agreement. This exhibit must be customized for each site. It must include a reference to a Subdivision Plat, Certified Survey number, or Condominium Plat, and a map to illustrate the affected parcel(s).

Exhibit B – Stormwater System Description and Map: Provide a written description and location map of the Stormwater System. This exhibit must be customized for each site. Map scale must be sufficiently large enough to show necessary detail.

Exhibit C – Stormwater O&M Plan: This exhibit explains the basic function of the stormwater management operation and maintenance plan, schedule, and budget providing the minimum specific maintenance activities and frequencies for each practice. The minimum elements of this exhibit include a description of the drainage area and the installed Stormwater System, a description of the specific maintenance activities which should include the following in addition to specific maintenance actions:

- Employee training and duties,
- Routine service requirements,
- Operating, inspection, and maintenance schedules, and
- Detailed construction drawings showing all critical components and their elevations.

The plan must include maintenance tasks and schedules. Refer to the Low Impact Development Manual for Michigan for maintenance task checklists for permanent BMPs and create a table of applicable maintenance tasks and schedules.

Exhibit D – Template for Memorandum of Stormwater Management Operations and Maintenance Agreement: This exhibit contains a template for said Memorandum to be recorded with the County Register of Deeds to put any future owners, or interest holders, on notice of the Stormwater System and the Stormwater System O&M Plan.

