

**STORM WATER MANAGEMENT  
LONG-TERM MAINTENANCE AGREEMENT AND PLAN**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Marquette Township, a municipal corporation, with principal offices located at 1000 Commerce Drive, Marquette, Michigan 49855, hereinafter "Township" and \_\_\_\_\_ a \_\_\_\_\_ Michigan \_\_\_\_\_, with principal offices located in \_\_\_\_\_, hereinafter "Proprietor".

RECITALS

1. Proprietor is developing certain property located in Marquette Township, Marquette County, Michigan as \_\_\_\_\_ ("Development") and as more particularly described in Exhibit "A" attached hereto.
2. The Proprietor must construct a storm water management system to provide adequate drainage for the proposed Development as more particularly described in Exhibit "B" attached hereto.
3. The Township and Proprietor desire that the storm water management system to be constructed for the Development be maintained in perpetuity to ensure that it functions properly as designed and in conformity with applicable laws and regulations, and as further summarized in Exhibit "C".

NOW, THEREFORE, for and in consideration of the mutual covenants and benefits to be derived hereunder, the receipt, adequacy and sufficiency of which is hereby acknowledged, and fully incorporating the above-stated recitals into the agreement, the Township and the Proprietor agree as follows:

AGREEMENT

1. The Proprietor shall fully, completely and unconditionally assume the obligations of maintaining the storm water management system in the Development as follows:

A. The Proprietor agrees it will inspect, repair, and maintain, at its own expense, the storm drainage system for the development in conformity with all applicable laws and regulations, and in conformity with this Agreement. If Proprietor fails to do so, and/or does not provide records as described below in Section 1.B. of this agreement, then, a 30-day notice to comply with this agreement will be sent to the Proprietor. After the 30-day period, the Township may enter upon said premises for the purposes of periodic inspections, or repairing and maintaining said storm drainage system and the Proprietor agrees to pay to the Township all reasonable charges and expenses incurred thereon.

B. The Proprietor agrees it will provide to the Township, records of the required periodic maintenance and inspection for review annually, with the administrative costs of the review to be borne by the Proprietor. These records will be provided to the Township every year, no later than the first day of June.

2. The Proprietor, 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 kind or nature whatsoever, hereinafter "Claims", fixed or contingent, known or unknown, arising out of or in any way connected with the design, construction, use, inspection, maintenance, repair or operation (or omissions in such regard) of the storm drainage system which is the subject of this Agreement. This indemnity and hold harmless shall include reasonable costs, expenses and attorney fees incurred by the Township in connection with such Claims or the enforcement of this Agreement.

3. This agreement shall bind the Proprietor, its successors and assigns, and any person or entity claiming any right or ownership in the Development and shall run with the land.

4. This Agreement shall be recorded at Proprietor's expense with the Marquette County Register of Deeds.

5. Despite the indication of the drafter indicated below, which is included for recording purposes only, this Agreement shall not be construed in favor or against either Proprietor or Township, as it is the result of their mutual efforts.

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

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Name of Entity

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

\_\_\_\_\_  
Its:

STATE OF MICHIGAN     )  
  )ss:  
COUNTY OF MARQUETTE )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, who stated under oath that s/he is the of the \_\_\_\_\_, and that this agreement was signed on behalf of the \_\_\_\_\_ by authority of its \_\_\_\_\_, and s/he acknowledged the granting of this agreement to be the free act and deed of the \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_ County, Michigan

Acting in Marquette County

My commission expires: \_\_\_\_\_

INSTRUMENT DRAFTED BY:  
Marquette Township

WHEN RECORDED RETURN TO:  
Marquette Township  
1000 Commerce Drive  
Marquette, MI 49855

## **EXHIBIT A**

**Legal Description of Property.**

## **EXHIBIT B**

**Map Depicting Physical Limits of Storm Water Management System.**

## **EXHIBIT C**

### **Detention Pond/Forebay**

#### *REQUIRED MAINTENANCE:*

- Check the outlet regularly for clogging and clean when necessary (annually).
- If necessary based on surroundings, mow grass side slopes (two times per year).
- Inspect entire system at least annually including inlet/outlet pipes, restricted outlet structure(s), animal grates and filters.
- Check banks and bottom for erosion and correct as necessary (annually).
- Remove sediment when accumulation reaches six inches or if re-suspension is observed.
- Reseed banks near inlet/outlet and stabilize eroded banks as necessary.
- Add grasses such as sedges and rushes.
- Remove dead vegetation (early spring) that obstructs flow.

If the outlet is pumped, then only a licensed electrician or company that provided the pump system should conduct any maintenance. Chemicals should not be applied to your detention basin, side slopes or buffer strip.

### **Manufactured/Underground Detention System**

#### *REQUIRED MAINTENANCE:*

- Check the outlet regularly for clogging and clean when necessary (annually).
- Inspect entire system including inlet/outlet pipes, restricted outlet structure(s), and water quality structures (two times per year).
- Clean detention system if its volume has been reduced by more than 10 percent due to accumulation of silt and sediment.

### **Storm Sewer Collection System**

#### *REQUIRED MAINTENANCE:*

- Check the outlet regularly for clogging and clean when necessary (annually).
- Inspect entire storm sewer distribution system (two times per year).
- Clean storm sewer structures when accumulation of silt and sediment reaches 6-inches or greater.
- Grates on inlets, outlets, and other storm sewer structures should be cleaned regularly.
- Water channels should be cleaned regularly.

## **Infiltration Facilities**

### *REQUIRED MAINTENANCE:*

- Bio-retention systems and rain gardens should be weeded regularly and replanted as necessary.
- Bio-retention systems and rain gardens should have mulch replenished when necessary (annually).
- Bio-retention systems and rain gardens may require watering during periods of extreme drought.
- Bio-retention systems and rain gardens should NOT be mowed.
- Remove sediment build-up from pre-treatment devices. This may include replacement of riprap/stone (two times per year).
- Inspect dry wells and the connected gutters/downspouts regularly and after each storm event exceeding one inch (four times per year).
- Infiltration basins/trenches and their inlets should be inspected regularly for sediment accumulation and to ensure that the water is drawing down appropriately (two times per year).
- Inspect bio-swales annually to ensure that check dams are functioning and that the water flow path is unchanged.
- Sediment and debris should be removed from bio-swales regularly (two times per year).

**Upon completion of annual routine inspections,  
documentation shall be provided to  
Marquette Township**

Mail to:

Marquette Township  
1000 Commerce Drive  
Marquette, MI 49855