



Exhibit E - Stormwater Inspection & Maintenance Agreement

- Must use this Exhibit E as a template.
- For Post-Construction BMP(s) only.
- Must be signed by the permit holder/owner.
- Failure to provide may result in denial of an occupancy permit.

Project Information

- **Project Name:** _____
- **Project Address:** _____
- **Lot No.:** _____
- **Plat No.:** _____

This **Stormwater Inspection and Maintenance Agreement**, made this ____ day of _____, 20, by and between _____ (hereafter the “OWNER”) and the **City of Belpre** (hereafter the “CITY”), provides as follows:

WHEREAS:

- The **OWNER** is responsible for certain real estate shown as Lot Number ____ on recorded Plat ____ that is to be developed as _____ and referred to as the “PROPERTY.”
- The **OWNER** is providing a post-construction stormwater management system consisting of stormwater control measures as shown and described within the CITY approved **Stormwater Pollution Prevention Plan(s)** and **Post-Construction Stormwater Operations and Maintenance Plan(s)** on file with the CITY and pertaining to the PROPERTY.
- To comply with the **City of Belpre Codified Ordinances**, the **OWNER** has agreed to maintain the stormwater control measures in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. Construction and Maintenance of Facilities

The on-site stormwater management facilities shall be constructed by the **OWNER**, its successors, and assigns, in accordance with the plans and specifications identified in the **Plan**. This agreement does not constitute approval or acceptance of the completed stormwater management facilities by the **CITY**, which approval, if given, shall be by a separate written document executed by the **CITY**.

The **OWNER** agrees to maintain in perpetuity the stormwater management system in accordance with the approved **Stormwater Pollution Prevention Plan(s)** to ensure that the measures remain in proper working condition and in accordance with the standards by which they were designed. The **OWNER** shall perform preventative maintenance activities at intervals described in the **Post-Construction Stormwater Operations and Maintenance Plan** on file with the **CITY**.

2. Inspection and Reporting

The **OWNER** shall submit to the **CITY** an **annual inspection report** and copies of the maintenance logs for the past twelve (12) calendar months by **May 31st** of each year. The report shall include the information as outlined in the **Post-Construction Stormwater Operations and Maintenance Plan**, including documentation of inspections, maintenance, remedial actions taken, the state of the control measures, and any changes to the responsibility of the system.

Additionally, the **OWNER** shall submit to the **CITY** a **professional inspection report**, completed by a professional engineer familiar with stormwater controls and design, once every **five (5) years**.

3. City Inspection Rights

The **OWNER** hereby grants the **CITY**, its agents, and employees the right to enter the **PROPERTY** at reasonable times and in a reasonable manner for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining, or repairing the system. The **CITY** shall provide the **OWNER** with copies of inspection findings and a directive to commence repairs if necessary.

4. Failure to Maintain

If the **OWNER** fails to maintain the stormwater management system, the **CITY** may order the necessary work to be performed within **ten (10) days** of receiving written notice. In the event the work is not completed within the specified time, the **OWNER** agrees to allow the **CITY**, its agents, or contractors to enter the **PROPERTY** and perform the required work.

The **CITY** is under no obligation to maintain or repair said facilities, and this Agreement does not impose any such obligation on the **CITY**. The **OWNER** shall reimburse the **CITY** upon demand for the costs incurred in the maintenance of the system.

5. Failure to Pay for Maintenance

If the **OWNER** fails to pay the **CITY** for the maintenance costs within ten (10) days after written notice, the **OWNER** authorizes the **CITY** to collect the expenses from the **OWNER** through appropriate legal action. The **OWNER** shall be liable for reasonable expenses, including court costs and attorney's fees.

6. Indemnification

The **OWNER** and its successors and assigns shall indemnify and hold harmless the CITY, its officers, agents, employees, and contractors from any claims or liabilities arising from the construction, presence, or maintenance of the stormwater control facilities. In the event a claim is made against the CITY, the **OWNER** shall defend the claim at their own expense.

7. Responsibility of the Landowner

The **OWNER**, its successors, and assigns, including any homeowner’s association, shall adequately maintain the stormwater management facilities. Maintenance includes keeping the facilities in good working condition to ensure they perform their intended design functions.

8. Covenant Running with the Land

This Agreement shall be recorded in the Washington County Recorder’s Office and shall constitute a **covenant running with the land**, binding the **OWNER**, its heirs, administrators, executors, assigns, and any other successors in interest.

WITNESS the following signatures:

OWNER Signature: _____

OWNER Typed Name & Title: _____

Date: _____

Witness Signature: _____

Date: _____

Approved By: _____

Mayor or Safety-Service Director, City of Belpre

Date: _____

STATE OF: _____

COUNTY OF: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20

NOTARY PUBLIC Signature: _____

My Commission Expires: _____