

## **Town of Vienna Stormwater Facility Maintenance and Inspection**

### **STANDARD OPERATING PROCEDURES**

A Stormwater Management Facility Maintenance Agreement (maintenance agreement) must be submitted to the Department of Public Works in a format acceptable to the Town Attorney and approved prior to approval of the stormwater management plan and issuance of the Land Disturbing Permit.

The maintenance agreement must include all components required by the Town Code Section 23-18. Inspection and maintenance frequency by the property owner will be based on the facility type in accordance with the Virginia Stormwater BMP Clearinghouse and site-specific considerations as determined by the Director of Public Works.

The developer or landowner who installs the stormwater facility is responsible for facility maintenance until the time of conveyance to the ultimate property owner and shall provide the successor landowner and the Town with maintenance schedules and maintenance procedures, known as a Stormwater Facility Maintenance Manual, for all facilities used in the development.

The approved maintenance agreement must be recorded in the Fairfax County land records prior to termination of the General Permit, or earlier if required by the Director of Public Works.

The Department of Public Works enters each individual stormwater management facility into an inventory database. The database is utilized to track all facilities and to document maintenance and inspections.

The Town will conduct stormwater management facility inspections on the frequency required in the Town's municipal separate storm sewer system (MS4) permit and MS4 Program Plan. However, the Town will conduct facility inspections no less than once every five years.

The Town will use the following protocol for the Private Stormwater Management Facility Inspection and Maintenance Report that must be submitted by the owner to the Town in accordance with Town Code Section 23-18B.4:

- Six months prior to the deadline for submitting the inspection and maintenance report to the Town, the Department of Public Works will send a letter notifying the owner of the requirement.

- 30 days after due date if no inspection and maintenance report is received, a second letter will be sent via certified mail providing an additional 60 days to comply or face penalties.
- If after 60 days an inspection and maintenance report is not received, the Town will perform the inspection at the land-owners expense and will charge the property owner the full amount of the inspection. The Town may engage in enforcement action in accordance with Town Code Section 23-22.

The following documents and checklists are attached to this SOP: Stormwater Management Facility Maintenance Agreement; Private Stormwater Management Facility Inspection and Maintenance Report.

## Town of Vienna Private Stormwater Management Facility Inspection and Maintenance Report

Responsible Party:

Date:

Property Information:

Owner

Street

City, State, ZIP Code

Stormwater Management Facility Type:

General Condition:	Yes	No	N/A
Is the primary outfall pipe/ ditch clear and functioning?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are the inflow pipes/ ditches clear and functioning?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the water quality pool at the correct height or infiltrating into the soil as designed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are water quality pool control weirs, pipes, etc. working properly (if present)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are emergency overflow devices clear and functional (if present)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the structure clear of sediment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the structure clear of trash?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is vegetation being managed in a manner appropriate to the facility?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### Certification

*This certification must be made in accordance with the requirements of the Stormwater Facility Maintenance Agreement and may require certification by a licensed professional engineer, landscape architect, or other professional accepted by the Town.*

☐ Based on a visual survey of the above facility conducted on \_\_\_\_\_, I certify that the facility is currently functioning as designed.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Qualification

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

## **Town of Vienna Stormwater Management Facility Maintenance Agreement**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and  
between \_\_\_\_\_

\_\_\_\_\_  
Insert Full Name of Owners(s)

hereinafter called "Landowner," and the Town Council of the Town of Vienna, Virginia, hereinafter called  
"Town:"

### **WITNESSETH:**

WHEREAS, the Landowner is the owner of certain real property, more particularly described as:

\_\_\_\_\_  
Insert Full Name of Owners(s)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Plan Name

\_\_\_\_\_  
Tax Map Number

As recorded by Deed in the land records of Fairfax County, Virginia, in Deed Book \_\_\_\_\_ at  
Page \_\_\_\_\_, hereinafter called the "Property;" and

WHEREAS, the Landowner has engaged in a land disturbing activity on the Property that is  
regulated under Chapter 23 of the Town Code; and

WHEREAS, Site Plan/Subdivision Plan Number \_\_\_\_\_, hereinafter  
called the "Plan" and expressly made part of this agreement, provides for management of stormwater  
within the confines of the Property in accordance with a stormwater management plan approved by the  
Town; and

WHEREAS, the Town and the Landowner agree that the health, safety, and welfare of the  
residents of the Town of Vienna, Virginia require that stormwater management facilities be constructed  
and maintained on the property; and

WHEREAS, the Town requires that stormwater management facilities be constructed and  
adequately maintained by the Landowner.

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

1. The Landowner shall construct stormwater management facilities in accordance with the Plan, the stormwater management plan, and other plans approved by the Town and in compliance with all applicable laws and regulations promulgated pursuant to the Code of Virginia § 62.1-44.15:27 and 9VAC25-870 (Virginia Stormwater Management Program Regulations).
2. The Landowner shall maintain the stormwater management facilities in good working order so that the facilities are performing their design functions as described and shown on the Plan and in the Virginia Stormwater BMP Clearinghouse and in accordance with the specific maintenance requirements noted in the Stormwater Facility Maintenance Manual attached hereto as Attachment A.
3. The Landowner shall submit a Private Stormwater Management Facility Inspection and Maintenance Report to the Town on a frequency required in the Stormwater Facility Maintenance Manual, but no less than once every five years. The inspection report shall be signed and sealed by a qualified professional engineer or surveyor unless the Stormwater Facility Maintenance Manual explicitly provides otherwise.
4. The Landowner hereby grants permission to the Town, its authorized agents and employees, to enter on the Property to inspect the stormwater management facilities whenever it deems necessary. Except in cases of emergency, the Town shall make a reasonable attempt to notify the Landowner prior to entering the Property.
5. If the Landowner fails to adequately maintain the stormwater management facilities in accordance with the Plan and the Virginia Stormwater BMP Clearinghouse and in accordance with the specific maintenance requirements noted in the Stormwater Facility Maintenance Manual, or if the Landowner fails to submit a Private Stormwater Management Facility Inspection and Maintenance Report when due in accordance with the Stormwater Facility Maintenance Manual or this Agreement, the Town and its agents shall have the right, but not the obligation, to enter onto the Property and perform any inspection, replacement, repair and maintenance as the Town deems necessary. The Landowner shall reimburse the Town the costs of the inspection, replacement, repair, and maintenance of the stormwater management facilities performed by the Town within 10 days of receipt of an invoice by the Town. This provision shall not be construed to allow the Town to erect any building or structure on the Property without obtaining written approval of the Landowner. It is expressly understood and agreed that the Town is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Town.
6. The Landowner shall not alter the stormwater management facilities without prior written approval of the Town.
7. The intent of this Agreement is to ensure the proper maintenance of stormwater management facilities by the Landowner; provided, however, that this Agreement shall not be deemed to create or affect any additional liability on any party for damage alleged to result from or be caused by stormwater drainage.

*Town of Vienna Stormwater Facility Maintenance and Inspection Standard Operating Procedures*  
*Stormwater Management Facility Maintenance Agreement*

8. The Landowner, its executors, administrators, assigns, and any other successors in interest, shall indemnify and hold harmless the Town and its agents and employees for any and all damages, accidents, casualties, occurrences or claims that might arise or be asserted against the Town from the construction, presence, existence, or maintenance of stormwater management facilities by the Landowner or the Town. In the event a claim is asserted against the Town, its agents or employees, the Town shall promptly notify the Landowner and the Landowner shall defend at his own expense any suit based on such claim. If any judgment or claims against the Town, its agents or employees is allowed, the Landowner shall pay all costs and expenses in connection therewith.
9. This Agreement shall be recorded among the land records of Fairfax County, Virginia, and shall constitute a covenant running with the land and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interest.

IN WITNESS of all of which, the parties hereto have caused this Agreement to be executed under seal on their behalf.

_____	_____
Landowner	Landowner
By: _____	_____
Signature	Signature
_____	_____
Print or Type Name and Title	Print or Type Name and Title

Address: (Type or Print): \_\_\_\_\_

\_\_\_\_\_

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

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

I, \_\_\_\_\_, Notary Public in and for the State and County/City aforesaid, do hereby certify that \_\_\_\_\_ whose name(s) is (are) signed to the foregoing Agreement, this day personally appeared before me in my State and County/City aforesaid and acknowledged the same.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

Notary Public

*Town of Vienna Stormwater Facility Maintenance and Inspection Standard Operating Procedures  
Stormwater Management Facility Maintenance Agreement*

TOWN COUNCIL, TOWN OF VIENNA, VIRGINIA

By: \_\_\_\_\_  
Director of Public Works, Town of Vienna

COMMONWEALTH OF VIRGINIA  
COUNTY OF FAIRFAX

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, appeared before me in  
my State and County aforesaid, \_\_\_\_\_ Director of Public Works,  
and acknowledged his signature.

My commission expires: \_\_\_\_\_  
Notary Public

Approved to Form

\_\_\_\_\_  
Town Attorney