



DEPARTMENT OF ENVIRONMENTAL SERVICES
Utilities and Environmental Policy Division

2100 Clarendon Boulevard, Suite 705, Arlington, VA 22201
TEL 703-228-4488 FAX 703-228-7134 TTY 703-228-4611 www.arlingtonva.us

Instructions for completing and submitting the:

Stormwater Facility Maintenance and Monitoring Agreement

(NOTE: PROCESSING CAN TAKE UP TO 2 WEEKS)

1. When final plan has been submitted, complete underlined portions of the first page of the Stormwater Facility Maintenance and Monitoring Agreement and email copy to gengland@arlingtonva.us for preliminary review. If any corrections are needed, you will be notified.
2. When final plan is approved and signed off on, submit executed and notarized hardcopy of the agreement to the counter at 2100 Clarendon Blvd., Suite 800.
3. Agreement will be routed internally.
4. When agreement has been executed by the County, you will be notified that you can pick up the agreement from Suite 800.
5. Pick up the agreement and have it recorded at the Courthouse (1425 N Courthouse Rd., Suite 6200). Recording hours are 8 a.m. to 3:30 p.m., Monday – Friday. Court Land Records only accepts cash or check.
6. Return copy of receipt to Suite 800 to proceed getting building permits.

Prior to the issuance of CO:

The applicant must submit a written certification by a Professional Engineer that the Stormwater Management Facilities have been constructed and installed as designed.

**ARLINGTON COUNTY, VIRGINIA
STORMWATER FACILITY
MAINTENANCE AND MONITORING AGREEMENT**

THIS AGREEMENT (“Agreement”), made and entered into this -DAY- day of -MONTH-, 20-YEAR-, by and between -NAME OF PROPERTY OWNER-, (hereinafter the "Landowner"), and The County Board of Arlington County, Virginia, a body corporate and politic (the "County");

WITNESSETH:

WHEREAS, the Landowner is the owner of certain real property located and situated in Arlington County, Virginia by virtue of a Deed recorded in Deed Book -BOOK-, Page -PAGE-(the “Property”), in the Land records of Arlington County, Virginia (the “Land Records”); and

WHEREAS, the Property is identified in the records of the Arlington County Department of Real Estate Assessments by Real Property Code (RPC) number(s) -RPC NUMBERS-; and

WHEREAS, the Landowner or its representative has submitted to the County, for review and approval, building and development plans for the Property entitled -NAME OF PLANS-, dated -DATE OF ENGINEER'S SEAL ON APPROVED PLANS-, prepared by -NAME OF ENGINEERING FIRM-, addressed as -ADDRESS OF PROPERTY-, identified by Building Permit number(s) -BUILDING PERMIT NUMBERS-, and identified by Stormwater Management (SWM) number -SWM NUMBER- (the “Plans”), which are expressly made a part hereof and are incorporated by reference herein; and

WHEREAS, the Plans depict the proposed construction of certain required facilities that provide for the control of stormwater quality and/or quantity within the confines of the Property; and

WHEREAS, Chapter 60 (Stormwater Detention Ordinance) and Chapter 61 (Chesapeake Bay Preservation Ordinance) of the Arlington County Code (collectively the “Code”) require that on-site stormwater management facilities, as shown on the Plans, be constructed and adequately maintained by the Landowner, its successors and assigns; and

WHEREAS, the Landowner desires to comply with the Code, construct the aforesaid stormwater management facilities (“Facilities”) as shown on the Plans, and enter into the following agreement all as hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the Landowner and the County enter into this agreement subject to the following terms and conditions:

1. The Facilities on the Property shall be constructed by the Landowner, its successors and assigns, in accordance with the approved Plans.

2. The Landowner, its successors and assigns, shall perform the maintenance schedule for the Facilities as outlined and specified on the approved Plans and shall maintain the Facilities in good working order to ensure the approved design functions.

3. The Landowner, successors and assigns, shall be responsible for the inspection of the Facilities, according to the inspection qualifications, frequency, and reporting requirements noted on the Plans and/or specified in the Code. The purpose of the inspection shall be to ensure the safe and proper function of the Facilities. The inspection shall include but not be limited to the inspection of berms, vegetation, filtration media, inlet and outlet structures, pond areas, access, and any other related appurtenances. Deficiencies shall be noted in the inspection report. If deficiencies are noted, they shall be promptly corrected by the Landowner, or its successors and assigns, and a certification reflecting such corrections shall be submitted to the County indicating the safe and proper function of the Facilities.

4. The Landowner, its successors and assigns, hereby grant permission to the County, its authorized agents and employees, to enter upon the Property and to inspect the Facilities whenever the County deems necessary. Whenever reasonably possible, the County shall attempt to notify the Landowner, its successors and assigns, prior to entering the Property. The purpose of inspection shall be to verify the safe and proper function of the Facilities, investigate reported deficiencies, and/or to respond to citizen complaints. The County shall provide to the Landowner, or its successors and assigns, copies of the inspection results and of any directive from the County outlining any necessary repairs or maintenance required to the Facilities, including a date by which such necessary repairs or maintenance shall be completed.

5. In the event the Landowner, its successors and assigns, fail to complete the necessary repairs or maintenance by the date required, the County shall have the right to enter the Property and take any and all steps necessary to bring the operation and function of the Facilities into compliance with all applicable codes and design standards, and to charge the costs of any repairs or maintenance and related administrative functions to the Landowner, its successors and assigns. This provision shall not be construed to allow the County to erect any structure of a permanent nature on the Property that is not associated with the proper function and operation of the Facilities. It is expressly understood and agreed that the County shall be under no obligation to maintain or repair the said Facilities, and in no event shall this Agreement be construed to impose any such obligation on the County.

6. In the event the County, pursuant to this Agreement, performs work of any nature, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials and the like on account of the Landowner's or its successors' and assigns' failure to perform such work, the Landowner, its successors and assigns, shall reimburse the County, upon demand, within 30 days of receipt thereof for all costs incurred by the County hereunder. If not paid within such 30-day period, the County shall post a lien against the Property in the amount of such costs, plus interest at the Judgment Rate, and may enforce it in the same manner as a lien for Real Property taxes may be enforced. The County may also proceed to collect amounts due in any manner not prohibited by law.

7. The Landowner, its successors and assigns, shall indemnify and hold harmless the County, its agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the County resulting from any repairs, construction, or corrective actions required to be performed by the County to bring the Facilities into compliance with all applicable codes

and design standards due to Landowner's, its successors' and assigns', failure to comply with this Agreement.

8. The Landowner, its successors and assigns, shall indemnify and hold harmless the County, its agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the County resulting from any construction or maintenance of the Facilities by the Landowner, its successors and assigns.

9. In the event a claim based upon the indemnities of paragraphs 7 or 8 is asserted against the County, its agents or employees, the County shall promptly notify the Landowners, their successors and assigns, who shall defend, at their own expense, any suit based on such claim. If, as a result of a claim, any judgment against the County, its agents or employees is allowed, the Landowner, its successors and assigns shall incur all costs and expenses associated therewith.

10. The Landowner, its successors and assigns, hereby grant permission unto the County, its authorized agents and employees to enter and access the Property, upon prior written notification from the County, to install, operate, and maintain at the County's sole expense equipment desired to monitor the stormwater flow characteristics, including pollutant content of the influent and effluent, at intermediate points on the Property, and within the Facility. No entry or access to the Property by the County pursuant to this paragraph will unreasonably interfere with the Landowner's, its successors' and assigns' use or operation of the Property.

11. The Landowner, its successors and assigns, hereby grant permission unto the County, its authorized agents, employees, and official guests to enter and access the Property, upon written request by the County, but at the convenience of Landowner, its successors and assigns, in order to conduct educational tours of the Facilities. The purpose of such tours shall be to expand the base of knowledge in the stormwater management field amongst public and private sector planners, engineers, scientists and other interested parties.

12. This Agreement shall be recorded among the Land Records, shall constitute a covenant running with the title of the Property or equitable servitude, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and other successors in interest. Proof of recordation of this agreement shall be provided to the Arlington County Department of Environmental Services by the Landowner, its successors and assigns prior to the issuance by the County of the Building Permit for the Property.

WITNESS the following signatures and seals:

(Landowner)

-PRINTED NAME-
Print or Type Name

-TITLE-
Title

ATTEST:

COMMONWEALTH/STATE OF _____

COUNTY OF _____

I, _____, a Notary Public in and for the County and Commonwealth/State aforesaid, whose commission expires on the ____ day of _____, 20__, do hereby certify that _____, whose name(s) is/are signed to the foregoing Agreement bearing date of the _____ day of _____, 20__, has acknowledged the same before me in the County and Commonwealth/State aforesaid.

GIVEN UNDER MY HAND THIS _____ day of _____, 20__.

NOTARY PUBLIC

THE COUNTY BOARD OF
ARLINGTON COUNTY, VIRGINIA

BY: _____
(Director Designee, Department of
Environmental Services - Environmental
Management Bureau Chief)

Jeffrey L. Harn
Print or Type Name

ATTEST:

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON

I, _____, a Notary Public in Arlington County and for the Commonwealth of Virginia, whose commission expires on the ____ day of _____, 20 ____, do hereby certify that _____, representative for Arlington County, whose name is signed to the foregoing Agreement bearing the date of the ____ day of _____, 20__, has acknowledged the same before me in the County and Commonwealth aforesaid.

GIVEN UNDER MY HAND THIS ____ day of _____, 20____.

NOTARY PUBLIC