

**TOWN OF GREENVILLE
STORMWATER FACILITIES
MAINTENANCE AGREEMENT**

Document No. _____

The following Town of Greenville Stormwater Facilities Maintenance Agreement is an example. The Town of Greenville reserves the right to revise, amend, and add or delete provisions based on the particular stormwater practices and facilities required. Also to fully carry out the purpose and intent of both the Town of Greenville Erosion and Sediment Control Ordinance, and the Town of Greenville Stormwater Management Ordinance.

THIS STORMWATER MAINTENANCE AGREEMENT made between the TOWN OF GREENVILLE, Outagamie County, Wisconsin, a body politic and municipal corporation, by its Town Board of Supervisors, ("Town"), and **[Enter Owner's Name]**, ("Owner"):

WHEREAS, the Owner has proposed to develop property lying within the Town of Greenville, Outagamie County, Wisconsin, described as follows:

[ENTER LEGAL DESCRIPTION OF PROPERTY TO BE DEVELOPED].

WHEREAS, the Owner has submitted for approval by the Town a permit application and Storm Water Management Plan, which require the construction and installation of stormwater management facilities pursuant to the Town of Greenville Stormwater Management Ordinance; and

WHEREAS, the Stormwater Management Ordinance requires, as a condition of permit approval, a financial guarantee and maintenance agreement between the Town and the Owner to ensure that the Owner will construct and maintain the stormwater facilities identified in the Stormwater Management Plan; and

WHEREAS, the Town and Owner have agreed to the estimated costs of the stormwater management facilities and the method of financial security to ensure the facilities will be constructed according to the plan.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. Identification of Facilities and Costs. The Owner shall construct and install stormwater management facilities as depicted and shown on the Site Plan, attached hereto as **[ENTER SITE PLAN THAT SHOWS TYPE AND LOCATION OF STORMWATER FACILITIES TO BE MAINTAINED]**, in accordance with the plans and specifications contained in the Stormwater Management Plan dated **[ENTER DATE OF APPROVED STORMWATER MANANGEMENT PLAN]**, on file with the Town, within two years from the date of this Agreement. The estimated cost of such facilities, including erosion control, is itemized as follows: **[ENTER ITEMIZED ESTIMATED COSTS AND TOTAL COSTS].**

Tax Parcel No. _____

2. Financial Guarantee. To ensure that the stormwater management improvements will be timely constructed according to plans and specifications in the Stormwater Management Plan and as a condition of approval of a permit, the Owner shall provide one of the following financial guarantees in the amount of 100 percent of the above estimated costs.

- a. Cash Bond.** The Owner may make a cash deposit of funds in the Town of Greenville Stormwater Management Trust Fund that has a separate numbered account for each Owner/ stormwater management permit involving a cash bond. The Owner shall execute a deposit agreement providing that the Town may draw all or a portion of the account funds to complete the stormwater management practices and facilities pursuant to a draw request signed by the Town Chair and attested to by the Town Clerk.
- b. Escrow Account.** In lieu of a cash bond, the Owner may provide a financial guarantee by the establishment of an escrow account for the benefit of the Town of Greenville and in the name of the Town of Greenville. The escrow instructions shall provide: (1) that the Owner shall have no right to a return of any of the funds except as authorized by the Town upon completion of the stormwater management practices and facilities; and (2) that the escrow agent shall have a legal duty to deliver all or a portion of the escrowed funds to the Town of Greenville upon receipt of written notice from the Town of Greenville signed by the Town Board Chair and attested to by the Town Clerk, whether or not the Owner protests delivery of all or a portion of the funds. The escrow agent shall be acceptable to the Town of Greenville.
- c. Letter of Credit.** In lieu of a cash bond or escrow account, the Owner may provide a financial guarantee by a letter of credit for the benefit of the Town of Greenville and in the name of the Town of Greenville. The letter of credit shall be: 1) irrevocable; (2) for a term sufficient for the completion and inspection of stormwater management practices and facilities; and (3) require only that the Town of Greenville present the credit with a sight draft and written notice, signed by the Town Board Chair and attested to by the Town Clerk, of the Town's right to draw funds under the credit. The issuer of the letter of credit shall be acceptable to the Town of Greenville.

3. Maintenance. The Owner shall maintain the stormwater management facilities in good working order in accordance with their design functions and the Stormwater Post-Construction Maintenance Plan. The Owner shall conduct regular inspections at least two times per year. The Operations and Maintenance Report attached to the Stormwater Post-Construction Maintenance Plan shall be used in connection with the regular inspections. The Owner shall keep the Operations and Maintenance Reports from past inspections and shall keep a log of all maintenance activities, including the date and type of maintenance performed. The reports and maintenance log shall be made available to the Town for review upon request. Deficiencies shall be noted in the Operations and Maintenance Reports.

4. Access. The Owner hereby grants to the Town the right to access the property to conduct inspections of the stormwater management facilities during construction; the right to access the property, upon reasonable notice to the Owner, to conduct inspections to determine whether the stormwater management facilities are maintained pursuant to the

schedule of maintenance; and the right to access the property upon 30 days written notice, to perform required maintenance. The Town may assess the cost of such maintenance against the Owner/property.

5. Protection. The Owner hereby agrees to restrict use of the property to protect the stormwater practices facilities. No building or structure (except for stormwater management) shall hereafter be erected, constructed or moved into or onto any detention or retention pond, drainageway, drainage easement or vegetative buffer. No fill, grading or excavating (except for the construction and maintenance of the drainage facilities) shall be constructed within any detention or retention pond, drainageway, drainage easement, or vegetative buffer. There shall be no cultivation of crops, fruits or vegetables; no dumping of ashes, waste, compost, or other garden, lawn, or domestic waste; nor any storage of vehicles, equipment, materials, or personal property of any kind in or on any detention or retention pond, drainageway, drainage easement, or vegetative buffer.

6. Successors. This Stormwater Facilities Maintenance Agreement shall bind the Owner, his, her or its successors and assigns, and shall inure to the benefit of the Town of Greenville.

OWNER: _____

TOWN OF GREENVILLE

Owner

Randy Leiker, Town Chair

ATTEST:

Deborah Wagner, Town Clerk

Personally came before me this ____ day of _____, 2____, the above _____ to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Personally came before me this ____ day of _____, 2____, the above Randy Leiker & Deborah Wagner to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires:_____

Notary Public, State of Wisconsin
My commission expires:_____