

APPENDIX C

Sample Long-Term Maintenance Permit

WAYNE COUNTY
DEPARTMENT OF PUBLIC SERVICES

COUNTY OF WAYNE, MICHIGAN
33809 Michigan Avenue
Wayne, MICHIGAN 48184
(734) 595-6504

PERMIT TO CONSTRUCT, OPERATE, USE, AND/OR MAINTAIN

72 HOURS PRIOR TO
ANY CONSTRUCTION,
CALL (734) 595-6504
FOR INSPECTION

72 HOURS BEFORE YOU DIG
DIAL MISS DIG
1-800-482-7161

PERMIT NO.

C*****

ISSUE DATE

EXPIRES

REVIEW NO.

WORK ORDER

PROJECT NAME *****

LOCATION

CITY/TOWNSHIP: *****

PERMIT HOLDER

CONTRACTOR:

CONTACT

PHONE

24 HOURS PHONE

CONTACT

PHONE

24 HOUR PHONE

DESCRIPTION OF PERMITTED ACTIVITY

Permit to maintain the storm water management system in accordance with the drawing attached as exhibit "A", the terms of the Long-Term Maintenance Plan attached as exhibit "B", and the Wayne County Storm Water Management Ordinance and Administrative Rules.

- (Entity) shall assume jurisdiction over and accept responsibility for maintenance of the storm water management system(s) to ensure that the storm water management systems function properly as designed and constructed. (Entity's) responsibilities under this permit shall include, without limitations, (a) any and all monitoring and preventative maintenance activities set forth in the plan; (b) any and all remedial actions necessary to repair, modify or reconstruct the system and (c) any other activities or responsibilities for maintenance of the storm water management system as may be set forth in the Ordinance, Administrative Rules, the plan or this permit.
- (Entity) shall perform all monitoring, maintenance, remedial and other responsibilities required by the Wayne County Ordinance, Administrative Rules, the plan and this permit, in perpetuity and at its sole cost expense.
- (Entity) shall prepare, execute and (if necessary) record any and all agreements, contracts and other documents that may be required to perform its obligations hereunder and ensure maintenance of storm water management systems at the project in perpetuity.

If Wayne County finds it necessary to adjust or relocate all or any portion of the permitted storm water management system, the (Entity) shall cause this adjustment or relocation to be accomplished at no expense to the County. Prior to any work being performed in the right-of-way, a permit shall be secured from the Wayne County Department of Public Services. See construction permit ***** for construction of *****

REQUIRED ATTACHMENTS:

EXHIBIT A: Map Depicting Physical Limits of Storm Water Management System

EXHIBIT B: Long Term Maintenance Plan

EXHIBIT C: Binding Agreement (e.g., community resolution)

PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS

IN CONSIDERATION OF THE PERMIT HOLDER AND CONTRACTOR AGREEING TO ABIDE BY AND CONFORM WITH ALL TERMS AND CONDITIONS HEREIN, A PERMIT IS HEREBY ISSUED TO THE ABOVE NAMED TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN WITHIN THE ROAD RIGHT-OF-WAY, COUNTY EASEMENT AND/OR, COUNTY PROPERTY. THE PERMITTED WORK DESCRIBED ABOVE SHALL BE ACCOMPLISHED IN ACCORDENCE WITH APPROVED PLANS, MAPS, SPECIFICATIONS, AND STATEMENTS FILED WITH THIS OFFICE WHICH ARE INTEGRAL TO AND MADE PART OF THIS PERMIT. FURTHERMORE, THE GENERAL CONDITIONS AS WELL AS ANY REQUIRED ATTACHEMENTS ARE INCORPRATED AS PART OF THIS PERMIT.

X

PERMIT HOLDER/AUTHORIZED AGENT

DATE

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

YCC/CAL

PREPARED BY

X

CONTRACTOR/AUTHORIZED AGENT

DATE

VALIDATED BY/FOR WAYNE COUNTY HIGHWAY ENGINEER

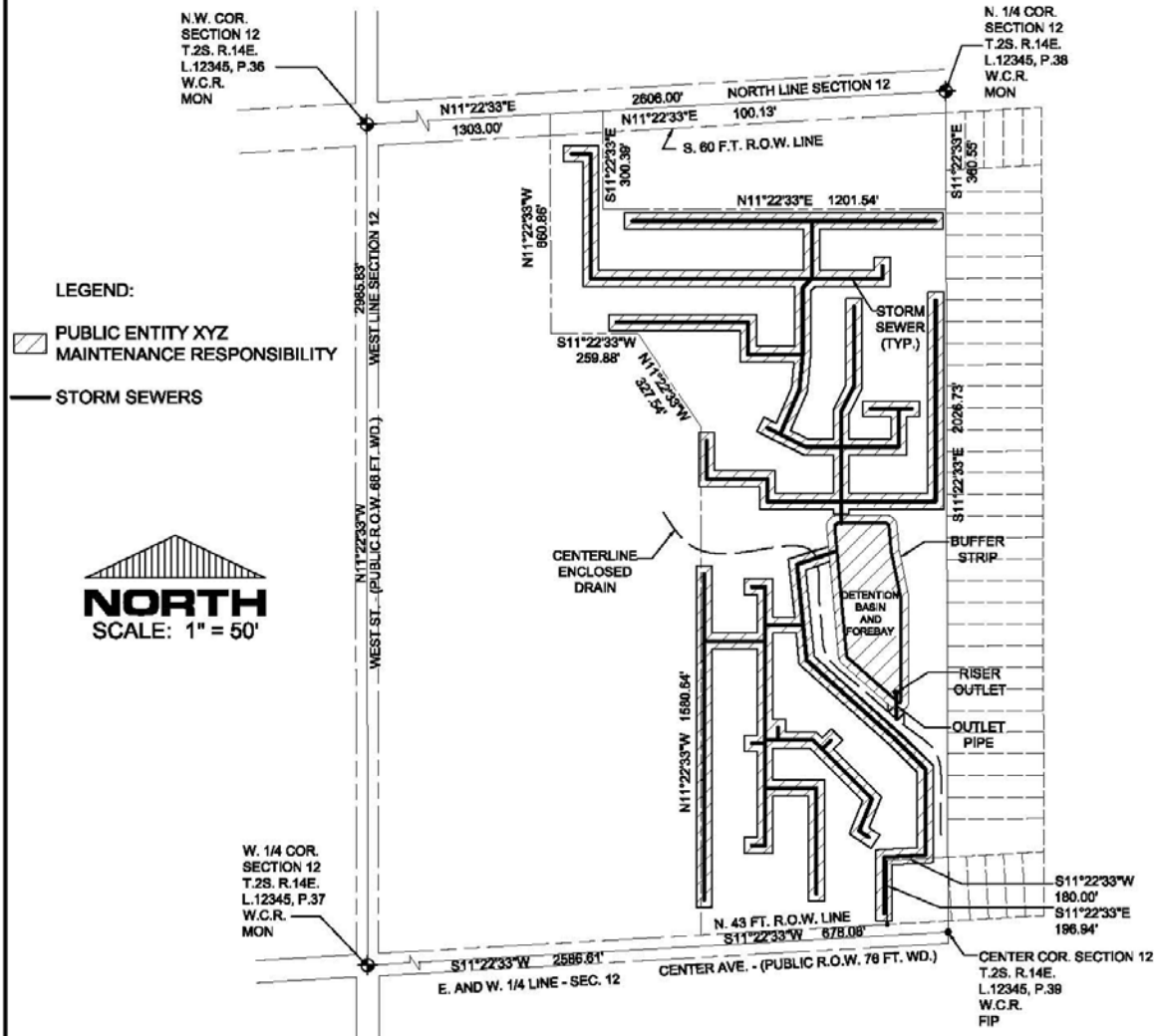
DATE

GENERAL CONDITIONS

1. **Specifications.** All work performed under this permit shall be done in accordance with the approved plans, specifications, maps, statements, and special conditions filed with the County and shall comply with the Wayne County Permit Specifications included as an attachment to this permit.
2. **Fees.** The PERMIT HOLDER shall be responsible for all fees incurred by the County in connection with this permit and shall deposit the fees and costs as determined by the County at the time the permit is issued.
3. **Bond.** The PERMIT HOLDER and/or the CONTRACTOR shall furnish a bond in cash or certified check in an amount acceptable to the County to guarantee performance under the conditions of this permit. The County may use all or any portion of the bond which shall be necessary to cover any expense, including inspection costs, or damage incurred by the County through the granting of this permit. Should the bond be insufficient to cover the expenses and damages incurred by the County, the PERMIT HOLDER shall pay such deficiency upon billing by the County. If the bond amount exceeds the expenses and damages incurred by the County, the excess portion will be returned to the depositor. The excess performance bond provided for herein, when it cannot be returned, shall be deposited in the County Road Fund and become a part thereof unless claimed by the depositor within one year of the date of satisfactory completion of the construction authorized by this permit.
4. **Insurance.** The PERMIT HOLDER and/or the CONTRACTOR shall furnish proof of liability and property damage insurance in the form and amounts acceptable to the County with Wayne County named as an insured party. The PERMIT HOLDER or the CONTRACTOR shall maintain this insurance until the permit is released, revoked, or cancelled by the County.
5. **Indemnification.** The PERMIT HOLDER and/or the CONTRACTOR shall indemnify, hold harmless and defend Wayne County, the Wayne County Department of Public Services, its officials and employees against any and all claims, suits, and judgments to which the County, the Department, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the County, whether due to negligence of the PERMIT HOLDER or the CONTRACTOR or to the joint negligence of the PERMIT HOLDER or the CONTRACTOR and the County, arising out of any and all work performed under this permit, or in connection with work not authorized by this permit, or resulting from failure to comply with the terms of this permit, or arising out of the continued existence of the work product that is the subject of his permit.
6. **Start and Completion of Work.** This permit shall not become operative until it has been fully executed by the County. The PERMIT HOLDER or the CONTRACTOR shall notify the County at least 72 hours before starting construction and shall notify the County when work is completed. The PERMIT HOLDER or the CONTRACTOR or their representative shall have copies of the executed permit and approved plans in their possession on the job site at all times.
7. **Safety.** The PERMIT HOLDER and the CONTRACTOR agree that all work under this permit shall be performed in a safe manner and to keep the area affected by this permit in a safe condition until the work is completed and accepted by the County and to furnish, install, and maintain all necessary traffic controls and protection in accordance with the Michigan Manual of Uniform Traffic Control Devices.
8. **Underground Utilities.** The PERMIT HOLDER or the CONTRACTOR shall contact all utility owners regarding their facilities prior to starting work and shall comply with all applicable provisions of Act 53, Public Acts of 1974, as amended. The presence or absence of utilities is based on the best information available, and the County is not responsible for the accuracy of this information. The PERMIT HOLDER and the CONTRACTOR assume all responsibility for the interruption and damage to underground utilities.
9. **Assignability.** This permit is not transferable and is not assignable without the written consent of the County.
10. **Limitation of Permit.** This permit does not relieve the PERMIT HOLDER and the CONTRACTOR from meeting any and all requirements of law, or of other public bodies or agencies. The PERMIT HOLDER and/or the CONTRACTOR shall be responsible for securing and shall secure any other permits or permission necessary or required by law from governmental agencies and jurisdictions, corporations, or individuals.
11. **Restoration.** The PERMIT HOLDER and the CONTRACTOR agree to restore the county road, the county road right-of-way, county drain easement or county park property to a condition equal to or better than its condition before work under this permit began.
12. **Acceptance.** Acceptance by the County of work performed does not relieve the PERMIT HOLDER and/or the CONTRACTOR of full responsibility for work performed or the presence of the permitted facility. The PERMIT HOLDER acknowledges that the County has no liability for the presence of the PERMIT HOLDER'S facility located within the county road right-of-way, county drain easement, or county park property.
13. **Cost Responsibility.** The design, construction, operation, and maintenance of all work covered by this permit shall be at the PERMIT HOLDER'S expense with the exception that the PERMIT HOLDER will not be responsible for maintaining road widenings or similar facilities which become part of the County roadway.
14. **Revocation.** This permit may be suspended or revoked at the will of the County and, upon order of the County, the PERMIT HOLDER and the CONTRACTOR shall surrender this permit, cease operations, and remove, alter or relocate, at their expense, the facilities for which the permit was granted. The PERMIT HOLDER and the CONTRACTOR expressly waive any right to claim damages for compensation resulting from the revocation of the permit.
15. **Violation.** This permit shall become immediately null and void if the PERMIT HOLDER or the CONTRACTOR violates the terms of this permit and the County may require immediate removal of the PERMIT HOLDER'S facilities and restoration of the County property, or the County may remove the facilities and restore the County property at the PERMIT HOLDER'S expense. The PERMIT HOLDER and the CONTRACTOR agree that in the event of a violation of the terms of this permit or in the event the work authorized by this permit is not satisfactorily completed by the permit expiration date, the County may use all or any portion of the performance bond to restore the County road right-of-way, drain easement, wastewater facility or park property as necessary for reasonably safe and efficient operations and maintenance, or to establish extraordinary maintenance procedures as required to assure reasonably safe and efficient operation of the County facility.
16. **Design.** The PERMIT HOLDER is fully responsible for the design of the permitted facility, such design being consistent with applicable County standards, specifications, guidelines, and requirements, and with good engineering practice.

SAMPLE - EXHIBIT A

PHYSICAL LIMITS OF STORM WATER MANAGEMENT SYSTEM



VICINITY MAP
(N.T.S.)



ENGINEERING OR SURVEYING FIRM NAME & ADDRESS	APPLICANT'S COMPANY NAME & ADDRESS	Date: 3-11-05	
		Sheet 1 of 1	
		DR. By: ABC	CHK: XYZ
		Job No. 1234	

EXHIBIT B

SAMPLE LONG-TERM MAINTENANCE PLAN

Property Information: ABC Subdivision
123 Example Road
City or Town, Michigan 48ZZZ

Applicant: [Name of Applicant]
[Address of Applicant]

Property Owner: [Name of Property Owner]
[Address of Property Owner]

Permit Number: [Insert Permit Number when available]

A. Physical Limits of the Storm Water Management System

[This section defines the physical limits of the storm water management system to be maintained in accordance with this long-term maintenance plan.]

The storm water management system (SWMS) subject to this Long-term Maintenance Plan (Plan) is depicted on Exhibit A to the Permit and includes without limitation the storm sewers, swales, manholes, catch basins, storm water inlets, forebay, detention basin, outlet structure, emergency overflow, buffer strip, and closed conduits and watercourses that convey flow from the detention basin to _____. [ADD other site specific elements (for example, manufactured treatment systems or underground detention) as necessary].

For purposes of this Plan, this storm water management system and all of its components as shown on Exhibit A is referred to as _____ [name of SWMS].

B. Time Frame for Long-Term Maintenance Responsibility

[This section clearly defines the point at which long-term maintenance responsibility commences, particularly for large development sites.]

[Name of Applicant] is responsible for maintaining the [name of SWMS], including complying with applicable requirements of the local or Wayne County soil erosion and sedimentation control program, until Wayne County releases the construction permit. Long-term maintenance responsibility for the [name of SWMS] commences when defined by the maintenance permit issued by the County. Long-term maintenance continues in perpetuity.

C. Manner of Ensuring Maintenance Responsibility

[This section identifies the public entity responsible for long-term maintenance and defines the manner in which long-term maintenance of the storm water management system will be maintained in perpetuity. At a minimum, the plan must address the following two elements:]

- the legally-binding instrument with local unit of government(s) or another public corporation by which long-term maintenance is assumed in perpetuity, and
- a method of notifying subsequent property owners that long-term maintenance of the storm water management system is required and that the Property may be subject to limitations or restrictions related to storm water management.

Chapter 6 of the Standards Manual summarizes options that may be available for addressing these elements.

The following section presents an example method of establishing long-term maintenance.]

Example: Agreement with Local Community

[City, Township, or other public entity] has assumed responsibility for long-term maintenance of [name of SWMS]. The resolution by which [City, Township, or other public entity] has assumed maintenance responsibility is attached to the Permit as Exhibit C. [Name of Property Owner], through a maintenance agreement with the [City, Township, or other public entity], has agreed to perform the maintenance activities required by this Plan. [City, Township, or other public entity] retains the right to enter the property and perform the necessary maintenance of the [name of SWMS] if [Property Owner] fails to perform the required maintenance activities.

To ensure that the [name of SWMS] is maintained in perpetuity, the map of the physical limits of the storm water management system (Exhibit A), this Plan (Exhibit B), the resolution attached as Exhibit C, and the maintenance agreement between the City and the Property Owner will be recorded with the Wayne County Register of Deeds. Upon recording, a copy of the recorded document will be provided to the County.

D. Long-Term Maintenance Plan and Schedule

[This section clearly identifies the monitoring, preventative, or remedial activities that will be completed for each element of the storm water management system. This section also includes a schedule for each activity.]

Table 1 identifies the maintenance activities to be performed, organized by category (monitoring/inspections, preventative maintenance, and remedial actions). Table 1 also identifies site-specific work needed to ensure that the storm water management system functions properly as designed. The following list supplements Table 1 and provides more information about site specific activities:

[Identify any additional requirements not shown on Table 1 in this section. For example:]

- While performing maintenance, chemicals should not be applied to the forebay, open detention basin, watercourses or anywhere in the 25 foot buffer strip around surface waters and along watercourses.

Table 1
Long-Term Maintenance Schedule
ABC Subdivision, 123 Example Road, City or Town, Michigan 48ZZZ

Maintenance Activities	System Component										Frequency
	Catch Basins, Inlets & Storm Sewers	Channels & Vegetated Swales	Inlets to Pretreatment Systems and Detention/Retention Systems	Forebays	Open Detention Basins & Retention Basins	Flow Restrictors, Overflow Structures & Outlet Pipes	Emergency Spillways	Riprap	Buffer Strip		
Monitoring/Inspection											
• Inspect for sediment accumulation**/clogging of stone filter	X	X	X	X	X	X	X			Annually	
• Inspect for floatables, dead vegetation and debris	X	X	X	X	X	X	X		X	Annually and after major events	
• Inspect for erosion and integrity of banks and berms		X	X	X	X		X	X	X	Annually and after major events	
• Inspect all components during wet weather and compare to as-built plans	X	X	X	X	X	X	X	X	X	Annually	
• Monitor plantings/vegetation		X		X	X		X		X	2 times per year	
• Ensure means of access for maintenance remain clear/open	X	X	X	X	X	X	X	X	X	Annually	
Preventative Maintenance											
• Mowing		X			X		X		X	Up to 2 times/year, select areas only*	
• Remove accumulated sediment	X	X		X	X	X				As needed**	
• Remove floatables, dead vegetation and debris	X	X	X	X	X	X	X			As needed	
• Replace or wash/reuse stone riser filters						X	X	X		Every 3 years; more frequently as needed***	
• Remove invasive plant species		X		X	X				X	Annually	
Remedial Actions											
• Repair/stabilize areas of erosion		X	X	X	X		X	X	X	As needed	
• Replaced dead plantings, bushes, trees		X		X	X				X	As needed	
• Reseed bare areas		X		X	X		X		X	As needed	
• Structural repairs	X		X			X	X	X		As needed	
• Make adjustments/repairs to ensure proper functioning	X	X	X	X	X	X	X	X	X	As-needed	

* Not to exceed the length allowed by local community ordinance.

** Forebays, open detention basins, and retention basins to be cleaned whenever sediment accumulates to a depth of 6-12 inches or if sediment resuspension is observed.

*** Replace stone if it cannot be adequately cleaned.

Table 1 (Continued)
Long-Term Maintenance Schedule
ABC Subdivision, 123 Example Road, City or Town, Michigan 48ZZZ

Maintenance Activities	System Component								Frequency
	Manufactured Treatment Systems	Underground Detention Systems	Bioretention Areas	Porous Pavement	Other Infiltration Features	Other Features	Other Features	Other Features	
Monitoring/Inspection									
• Inspect for sediment accumulation**/clogging	X	X	X	X	X				Annually
• Inspect for floatables, dead vegetation and debris	X	X	X	X	X				Annually and after major events
• Inspect for erosion and integrity of system			X	X	X				Annually and after major events
• Inspect all components during wet weather and compare to as-built plans	X	X	X	X	X				Annually
• Monitor plantings/vegetation			X		X				2 times per year
• Ensure means of access for maintenance remain clear/open	X	X	X	X	X				Annually
Preventative Maintenance									
• Remove accumulated sediment	X	X	X		X				As needed**
• Remove floatables, dead vegetation and debris	X	X	X	X	X				As needed
• Re-apply / replace mulch layer			X						Reapply every 6 months. Replace every 2 years.
• Replace subsurface components (e.g., soil, underdrain systems, etc.)			X						Every 5 years or as needed (e.g., when water ponds more than 6 hours)
• Remove invasive plant species			X		X				Annually
• Street sweeping of paved surfaces				X					Semi-annually
• Other: Specify (e.g., recommended by manufacturer)	X			X					
Remedial Actions									
• Repair/stabilize areas of erosion			X		X				As needed
• Replaced dead plantings, bushes, trees			X		X				As needed
• Reseed bare areas			X		X				As needed
• Structural repairs	X	X	X	X	X				As needed
• Make adjustments/repairs to ensure proper functioning	X	X	X	X	X				As-needed

* Not to exceed the length allowed by local community ordinance.

** Manufactured treatment systems and underground detention systems to be cleaned according to manufacturer's recommendations; at a minimum, whenever sediment accumulates to a depth of 6-12 inches or if sediment resuspension is observed.