

Badgerland Disposal

Long-term Storm Water Management Maintenance Provisions

SITE NAME

Badgerland Disposal, Lot 1 of CSM Volume 38, Pages 527-529, Milton, WI 53534

RESPONSIBLE PARTY

The landowner is responsible for satisfying the provisions of this agreement throughout the duration of the construction period. Upon completion of all construction phases, the **land owner shall retain long term responsibility of these facilities as listed in this agreement.**

PERMANENT COMPONENTS OF THE STORMWATER SYSTEM

The storm water system consists of the following components as shown on construction plans dated 01/09/2019:

- **Bio-Filter areas**
- **Grassed swales**
- **Storm Water Pond areas and associated storm piping**

INSPECTION AND MAINTENANCE

All components of the storm water system shall be inspected at least semi-annually in early Spring and early Autumn. Repairs will be made whenever the performance of a storm water control structure is compromised.

- Sediment and debris shall be removed from bio-filter areas as necessary or requested by the City of Milton. Bio-filter areas shall be re-seeded as necessary or requested by the City of Milton. Trimming in bio-filter areas shall commence after initial vegetation maturation, and in the following Fall seasons, and at owner's discretion.
- Maintain infiltration requirements as designed:
 - If standing water is present more than 48 hours after rainfall stops, modifications to the infiltration basin may be needed, including, but not limited to:
 - Deep tilling of bio-filter areas to loosen engineered mixture.
 - Enlargement of bio-filter areas to provide infiltration area beyond modeled storm events.
 - Replacement of bio-filter material due to mixture deterioration/clogging.

PROHIBITIONS

Trimming in bio-filter areas shall be minimized in order to maximize filtration of runoff. If occasional trimming is necessary (at owner's or City of Janesville request), the mowing height will be no shorter than six inches. Adjacent steep slope areas may be maintained at owner's discretion, however it is encouraged that vegetation remain tall to minimize migratory bird congregation.

DUTY TO PROVIDE MAINTENANCE

In the event the **land owner, as described**, fails to perform his obligations under this agreement, **City of Milton** shall have the authority to inspect and maintain all components of the storm water system. In such an event, all associated costs will be assessed back as a special charge against the property pursuant to Sec. 66.0627 Wis. Stats.

REQUIREMENTS OF CITY OF MILTON, WI

The City of Milton, WI shall maintain public records of site inspections, shall inform responsible parties of inspection results, and shall specifically indicate any corrective actions required to maintain noted storm water management facilities to proper working conditions. The responsible parties shall be allowed 45 working days from notification to take corrective actions.

LANDOWNER SIGNATURE

The undersigned agree to the provision set forth in this agreement.
For the *landowner*:

Name (Signature and printed), Title

Date

State of Wisconsin
County of Rock SS. Personally came before me this _____ day of
_____, 20____, _____ to me well known to
be the person who executed the owner's certificate hereon shown and
acknowledged the same.

Notary Public, Rock County, Wisconsin _____

My Commission _____

CITY OF MILTON SIGNATURE

The undersigned agree to the provision set forth in this agreement.
For City of Milton, WI:

Name (Signature and printed), Title

Date

State of Wisconsin
County of Rock SS. Personally came before me this _____ day of
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