



## NPDES AGREEMENT

CITY OF CREDIT RIVER  
18995 MEADOWVIEW BLVD · PRIOR LAKE, MN 55372  
(952) 440-5515 · Web [www.creditriver-mn.gov](http://www.creditriver-mn.gov)

### NPDES Escrow Agreement for Use with Credit River Building Permit Applications

Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Property Address: \_\_\_\_\_

PID or Legal Description \_\_\_\_\_

### TERMS

The City of Credit River requires an NPDES escrow account be created for the purpose of protecting the land, water, air and other natural resources through effective compliance with the requirements of the approved permit plans and/or other measures as specified by City, County and/or State regulations.

#### **Building Permit NPDES Escrow**

- Escrow amounts will be in accordance with the Credit River Fee Schedule.
- The NPDES Escrow can be waived for **deck permits** with minimal land disturbance.
- The NPDES Escrow can be waived for **Agricultural buildings** if sufficient information is provided to the City at the discretion of the City.
- A City NPDES escrow is not required for ISTS permits.
- This escrow is for the implementation of the Erosion and Sediment Control (ESC) requirements only and does not include any provisions for ornamental tree planting or other site amenities as may be required by any Homeowner Associations, Developers Agreements, or others.

#### **Use of NPDES/Landscaping Escrow Account**

- The escrow account shall be billed to cover the costs incurred by the City that are directly related to the administration, site inspections and enforcement of the issued permit. Costs include, but are not limited to, attorneys' fees and staff time charges by City and/or Scott SWCD employees and consultants. If the initial escrow is determined to have insufficient funds to cover costs incurred by the City, the applicant shall pay, and will be responsible for any additional costs incurred by the City above and beyond the initial escrow amount.
- A statement of escrow account billings shall be made available upon written request. The City shall make every attempt to minimize applicant costs.

- The escrow account shall remain in effect until all financial obligations to the City have been satisfied, permanent site stabilization is achieved regardless of a transfer of property ownership, the issuance of a Certificate of Occupancy, or any other circumstances where site stabilization has been delayed.
- Following completion of the work contemplated under an associated building or grading permit including permanent site stabilization, and subsequent review and approval by the City or its designee, the remaining escrow balance shall be released without interest to the person or entity that deposited the escrow funds with the City when all financial obligations to the City have been satisfied, permanent site stabilization has been achieved by completing all soils disturbing activities and establishing a uniform perennial vegetation with a density of 70% on all exposed soils.
- In the event that the escrow account is insufficient to reimburse the City for its costs and/or if there is a violation of the NPDES Permit and this Agreement, the City may institute appropriate actions or proceedings, including requesting injunctive relief to prevent, restrain, correct, or abate such violations or to otherwise enforce the terms of this Permit. Should the City determine to correct or abate such violations, the landowner shall be invoiced for the City's costs including, but not limited to attorneys' fees, not covered by the escrow account which shall be paid within 30 days of the date of the invoice, should the landowner not reimburse the City within said time, the City shall be authorized to certify said unreimbursed costs to the Scott County Auditor for payment with the landowner's property taxes pursuant to Minn. Stat. § 366.012 and any other applicable statutes.
- Following written notice of its intent to do so, this agreement grants the City and its agents the right to enter upon the subject property and to construct such measures or do such other work as may be necessary to protect public health, safety or welfare and to prevent damages and/or to remedy any NPDES compliance violations. These actions may be taken by City personnel or the City may elect to hire an independent contractor to bring the property into compliance. All costs incurred, including re-inspections and legal actions, will be deducted from the NPDES escrow account. If insufficient funds exist in the NDPEs escrow account, any balance due shall be paid by landowner within 30 days of an invoice from the City or may be assessed against the taxes for the subject property as provided in this Permit.

**AGREEMENT**

I have read and understand the above statements and terms. I understand the City may use the escrow funds for site inspections, on-site or off-site clean-up and repair of damages and/or at its option to pursue legal actions to enforce all applicable regulations and the terms of this Permit. I accept full responsibility to provide effective Erosion and Sediment Control measures and further agree the escrow shall not be deemed to create or assign any liability to the City for any failure, lack of installation or damages alleged to result from or be caused by lack of ESC measures or failure of ESC measures, or by erosion or sedimentation associated with the construction activity authorized by the permit.

Signature of Owners: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_