



STORMWATER MANAGEMENT SYSTEM AGREEMENT

The Owner accepts responsibility for ownership, liability and proper maintenance of the permanent stormwater management system and its associated structures on the

site per the approved site plans and this agreement. For the purposes of this agreement, the *Stormwater Management System* is defined as all facilities associated with the collection, conveyance, storage, treatment and discharge of stormwater runoff including but not limited to the: “stormwater pond, sediment dam, riser, trash rack, inlet structures, outlet structures, emergency spillway, swales and piped conveyances, curbs, gutters, flumes, catch basins and inlets, anti-seep collars, storm sewer, vegetative cover, pond bottom, pond embankments, pond dam, riprap, geotextile fabric, and any other associated structures.”

Additionally, the Owner accepts responsibility for the following:

- 1) **PLANS** - Keeping and maintaining complete up-to-date “As-Built” plan and design specifications of the stormwater management system. “As-built” is defined for the purposes of this agreement as a set of drawings depicting conditions of the completed construction. Red line changes noted by the contractor during construction shall be included in the as-built plans provided by the Engineer of Record. Final “As-Built” plans must be submitted to the City of Greer, City Engineer. Timing for submission of as-built plans is at the discretion of the City Engineer but typically submission is prior to final occupancy, acceptance of streets or transfer to the Home Owners Association, whichever situation is applicable.
- 2) **FUNCTIONALITY** - Maintaining the stormwater system and associated structures in such a manner that it functions at its approved design rate. Crests of dams shall be graded to direct all surface drainage into the impoundment. Also the pond bottom shall be re-graded to provide proper drainage towards the outlet structure. The outlet structure shall also be maintained so that it functions at its engineered design.
- 3) **VEGETATIVE MAINTENANCE** - Maintaining vegetative cover on the side slopes, top of dam and vegetated terraces. Any eroded areas shall be

promptly stabilized. Proper selection of grasses, seeding rates, planting dates, and vegetation maintenance can be found in “Erosion and Sediment Control Practices for Developing Areas”, South Carolina. Find reference

- 4) **MOWING** - The embankment, upstream and downstream areas must be mowed to control the establishment of woody growth and maintain vegetative cover. Mowing shall be completed at least three times per year. Under no circumstances will tree growth be allowed in the pond, on the dam and pond embankments or around inlet and outlet structures.
- 5) **ACCESS** - Providing adequate equipment access so that the pond and its structures can be properly maintained.
- 6) **TRASH AND DEBRIS** - Trash rack units shall be checked quarterly and additionally after storm events. Accumulated debris shall be removed in a timely manner and maintenance performed as necessary.
- 7) **INSPECTIONS** – Annually, the pond and its associated structures shall be inspected and certified by a professional engineer. The annual inspection report shall be submitted to the City of Greer, Stormwater Inspector at 106 South Main St. Greer, SC 29650-2019. In addition to inspecting the areas listed in items 1 through 6, the engineer shall inspect:
 - a) Outlet structures for sediment discharge, cracking, splaying, displacement, or movement and deterioration by cracking, slab or wall movement.
 - b) Conduits improper alignment (sagging), elongation and displacement of joints, cracks, leaks, surface wear, loss of protective coatings, corrosion and blockage.
 - c) The dam for seepage. Seepage must be controlled in quantity and velocity to minimize damage to the dam. Regular monitoring to detect wet areas, “spring flow”, “piping” and “boils” on the downstream embankment shall be done. Excessive seepage pressure can threaten the downstream slope stability. Seepage flow which is muddied by soil is evidence of “piping” and “boils”. When this occurs complete failure may happen within hours and professional advice shall be obtained immediately.
- 8) **DEFICIENCIES** - Any observed or noted deficiencies shall be noted on the inspection report and corrected in a timely manner.

The Owner agrees to continue to own and maintain the stormwater management system until the City of Greer is notified in writing of a transfer in ownership and maintenance responsibility including submission of a new Stormwater System Maintenance Agreement.

The Owner grants permission for the City of Greer, its authorized agents and employees to enter upon the property and inspect the stormwater management system and its associated structures.

In the event the Owner fails to maintain in good working order or repair the stormwater management system and its associated structures in a timely manner, the City of Greer will notify the owner in writing and allot ten (10) days for the owner to make the necessary corrections. If after ten (10) days the owner still has not made the necessary corrections, the City of Greer or its authorized agents will enter the property, make the necessary corrections and charge the costs of repairs and maintenance to the Owner. The Owner agrees to repay the City of Greer within thirty (30) days for all costs incurred. It is understood that the City of Greer is under no obligation to maintain or repair the stormwater management system and its associated structures.

This agreement imposes no liability of any kind on the City of Greer and the Owner agrees to hold the City of Greer harmless from any liability in the event the stormwater management system and its associated structures fail to operate properly.

Owner's Name

Owner's Authorized Agent Printed Name

Owner's Authorized Agent Signature

Date

The foregoing Agreement was acknowledged before me this _____ day of _____, 20__, by _____.

Notary Public

My Commission Expires: _____