



Kershaw County Stormwater Management Program Permanent Stormwater System Maintenance and Responsibility Agreement

Under the South Carolina Stormwater Management and Sediment Reduction Act of 1991 (48-14-10, et. seq.), Regulation 72-308 requires the Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the Stormwater Management/Best Management Practices (SMBMP) facilities. This includes all pipes and channels built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions.

Kershaw County (County) requires that The Landowner, its successors and assigns, shall require annual inspections performed by either a professional engineer, person under direction of a professional engineer, or a CEPSCI certified person to inspect the stormwater SMBMP facility. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, BMP areas, access roads, etc (see Section 5:3.7-20 of Kershaw County's Zoning and Land Development Regulations).

The Landowner, its successors and assigns, hereby grant permission to the County, its authorized agents and employees, to enter upon the Property and to inspect the SMBMP facilities whenever the County deems necessary. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints and, if necessary, take corrective action. The County shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary. If the owner or any other person or agent in control of such property fails to properly maintain the facilities for which they are responsible, Kershaw County shall issue written notice specifically describing the deficiency. If the corrections are not completed within ten (10) days from receipt of such notice, Kershaw County may have the deficiencies correct at the responsible party's expense (see Section 5:3.7-20 of Kershaw County's Zoning and Land Development Regulations).

The Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the SMBMP facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed.

This Agreement imposes no liability of any kind whatsoever on the County and the Landowner agrees to hold the County harmless from any liability in the event the SMBMP facilities fail to operate properly.

I accept responsibility for ownership and proper maintenance of the stormwater system (pond, swales, etc.) on the _____ (project name and phase) site per the approved maintenance plan. I will complete any necessary repairs and/or preventive maintenance procedures in a timely manner to ensure proper functioning as a stormwater management device(s).

It is my understanding that the maintenance plan may be amended/revised at any time by the County, and I will abide by any prescribed changes.

I will continue to own and maintain the stormwater system until the County is notified in writing of a transfer in ownership and maintenance responsibility and the County approves such a transfer. The notification will include a date for the transfer of responsibility and a letter of acceptance from the new owner.

I understand that failure to adhere to the signed maintenance agreement may result in fines of up to \$1,000.00 per day, per violation and /or the institution of a court action.

Signature of Owner/Agent

Printed Name of Owner/Agent

Date

Mailing Address

City/State/Zip

Phone Number

Notary Stamp/Signature/Date

Tax Map #

Property Address

City/State/Zip

Note: This Maintenance and Responsibility Agreement shall be recorded at the Kershaw County Court House. Receipt shall be provided to Kershaw County Planning and Zoning Department.

BMP 1

Description:

Lat: _____ Long: _____

Road Name: _____

BMP 2

Description:

Lat: _____ Long: _____

Road Name: _____

BMP 3

Description:

Lat: _____ Long: _____

Road Name: _____