

## **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 (BMP) 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.

The South Carolina Department of Health and Environmental Control (DHEC)/Office of Ocean and Coastal Resource Management (OCRM) and Anderson County, South Carolina (County) recommend that The Landowner, its successors and assigns, shall inspect the stormwater management/BMP facility regularly. 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, pond areas, access roads, etc.

The Landowner, its successors and assigns, hereby grant permission to the DHEC/OCRM and/or the County as well as their authorized agents and employees, to enter upon the Property and to inspect the stormwater management/BMP facilities whenever DHEC/OCRM or the County deems necessary. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. DHEC/OCRM or 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.

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 stormwater management/BMP 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 DHEC/OCRM or the County and the Landowner agrees to indemnify and hold DHEC/OCRM and the County harmless from any liability in the event the stormwater management/BMP facilities fail to operate properly. The indemnity and hold harmless provisions shall survive any termination of this agreement.

**I accept responsibility for ownership and proper maintenance of the stormwater system (pond, swales, etc.) on the \_\_\_\_\_ 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 DHEC/OCRM or the County, and I will abide by any prescribed changes.**

**I will continue to own and maintain the stormwater system until DHEC/OCRM or the County is notified in writing of a transfer in ownership and maintenance responsibility. The notification will include a date for the transfer of responsibility, and a letter of acceptance from the new owner. The new owner shall also execute this agreement. Until these conditions are met, the undersigned Landowner shall not be released of any maintenance responsibility.**

**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**