

**STORMWATER MANAGEMENT DEPARTMENT**  
City of Easley

**PERMANENT BMP MAINTENANCE AGREEMENT**

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between \_\_\_\_\_ herein after referred to as "Landowner" and the City of Easley, hereinafter referred to as "City".

**WITNESSETH**

**WHEREAS**, the Landowner has submitted a site development plan for a project known as \_\_\_\_\_ located on Tax Map # \_\_\_\_\_, which includes among other features, at least one stormwater management system, hereinafter referred to as "system", (including all components designed to regulate flow, provide storage or runoff, and/or provide water quality protection and ensure safety of the system); and

**WHEREAS**, the Landowner will install the system in order to comply with the City's Lane Use Ordinance; and

**WHEREAS**, it is in the best interest of both parties and the general public to ensure proper maintenance of the system; and

**WHEREAS**, a maintenance plan (Attachment A) for the system has been submitted by the Landowner and approved by the City in conjunction with this agreement; and

**WHEREAS**, both parties desire to ensure sufficient maintenance to maintain the structural integrity and the proper functioning of the system;

**NOW, THEREFORE**, for and in consideration of the mutual covenants stated below, the parties agree as follows:

1. The City will:
  - A. Release construction surety after as-built plans and other appropriate certifications, showing adequate completion of the system, have been submitted by the Landowner and approved by the City. Certification shall be made by a Professional Engineer, who shall certify that the structure has, in his professional opinion, been designed and constructed in accordance with sound engineering principles and practices. Where the as-built condition varies significantly from design, appropriately revised calculations will also be provided by the engineer.
2. The Landowner will:
  - A. Construct the system in accordance with approved designs. Provide as-built data and drawings, soil reports and other certification requested by the City in order to document compliance with the approved designs.
  - B. Provide maintenance which keeps the system in good working order acceptable to the City. Such maintenance will be provided in perpetuity unless and until both parties formally enter into a revised agreement. Maintenance inspections will be performed after each rainfall occurrence of one (1) inch or more within twenty-four (24) hours.
  - C. Agree that the City and agents of the City have a right of ingress and egress for maintenance inspections, and maintenance and repair of the system if deemed necessary by the City and not adequately done by the landowner within reasonable time after due notice to the Landowner. Sixty (60) days shall normally be regarded as a reasonable time; however such time may be extended if the City, in its reasonable judgment, determines that the necessary repairs cannot be completed within the sixty (60) days and the Landowner is diligently working to complete the required maintenance or repairs. The Landowner will reimburse the City for maintenance and repair costs within ten (10) working days after receiving a request for reimbursement.
  - D. Agree to keep written records of inspections and repairs and to provide access to those records to the City upon request.
  - E. Agree to record this agreement amongst the land records of respective county that the property lies within.
  - F. Agree that the terms of this agreement shall be binding upon the heirs, successors and assigns of the Landowner and that any subsequent owner of the property shall be responsible for the maintenance of the system and shall hold the City harmless from any loss, damage, injury, cost or other claim resulting from the operation of the subject system.

LANDOWNER: \_\_\_\_\_  
Signed and acknowledged before me by \_\_\_\_\_, Owner of in the state of \_\_\_\_\_,  
County of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC

CITY: \_\_\_\_\_  
City Plan Review Administrator  
Signed and acknowledged before me, by \_\_\_\_\_, City Plan Review Administrator,  
on behalf of the City of Easley, in the State of South Carolina, County of \_\_\_\_\_, this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC

# STORMWATER MANAGEMENT DEPARTMENT

City of Easley

## ATTACHMENT A

### MAINTENANCE PLANS FOR STORMWATER DETENTION PONDS

1. The proposed detention pond is designed to function as a detention pond for controlling on-site runoff and as a sediment basin to reduce the amount of sediment traveling downstream. Curb and gutter will be used to channel onsite water to the detention/sediment basin. Final elevations are as shown on the attached as-built plans.
2. All grasses will be mowed twice each year. The grass should be mowed in early summer and again in early fall to prevent seeds of annual weeds from maturing. Trees and shrubs will not be permitted to grow on the dam or in the emergency spillway.
3. Replanting and overseeding. If vegetation covers less than 40% of the soil surface, lime, fertilize, and seed in accordance with current recommendations for new seeding. If vegetation covers more than 40% but less than 70% of the soil surface, lime, fertilize and overseed in accordance with current recommendations.
4. Removing trash and sediment. Trash and litter will be removed as needed to prevent obstruction to the flow of water, prevent degradation of downstream properties, to maintain the integrity of the structure and to provide an attractive appearance.
5. Removing sediment. Accumulated sediments (including clay, silt, sand, gravel, etc.) will be removed before the pond loses 10% of the designed storage capacity. It will be removed from conveyance channels before it impairs the structural integrity of the channels.
6. Sediment disposal. Sediment disposal should be in accordance with current procedures for disposal of sediment and sludge.
7. Repairing slides, slumps, and eroded areas. Slopes which have been impaired by slides, slumps, and erosion will be repaired within 30 days. Burrowing and digging by rodents and other animals will be controlled and damaged areas will be repaired within 30 days.
8. Repairing and other components. Pipes, headwalls, etc. will be maintained, repaired and/or replaced as needed to maintain the integrity of the structure.
9. Maintenance inspections. Once each year, a representative of the owner(s) and a representative of the City will jointly inspect all stormwater management structures; appropriate action will be taken to ensure proper maintenance. All Maintenance costs will be borne by the owner(s).
10. All sediment from the including any deposits of material that accumulate on or around the parking area shall be properly disposed through collection and disposal at a facility, such as a landfill, designated for the disposal of such material.