



# City of North Myrtle Beach, South Carolina Stormwater Management BMP Maintenance Agreement

This agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ hereinafter referred to as “Landowner” and the City of North Myrtle Beach Department of Public Works, 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 for 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 of North Myrtle Beach’s Stormwater Ordinance and the South Carolina Stormwater Management and Sediment Reduction Act of 1991 (48-14-10, et. Seq.), Regulation 72-308; 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, appropriate revised calculations will also be provided by the engineer.
  - b. Assess monthly fees according to the North Myrtle Beach Stormwater Ordinance Fee Schedule.
  - c. Conduct periodic maintenance inspections to ensure systems are in good working order.
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 to 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 Horry County.
- 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 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:** \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
**NOTARY PUBLIC**

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

**City:** \_\_\_\_\_  
City Engineer (or Designee)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Signed and acknowledged before me by \_\_\_\_\_, employee of the City of North Myrtle Beach in the state of South Carolina, County of Horry, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**NOTARY PUBLIC**

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