

**Barrow County Stormwater Utility
Credit/ Review Check List**

Impervious Surface Review

- Complete SECTION 1 of the application ONLY.**

Detention or Retention Pond Credit

- Complete SECTION 1 of the application.**
- Complete SECTION 2 of the application.**
 - Please note that a Licensed Engineer will be required to complete section 2.
- Complete Barrow County Stormwater Facility Maintenance Agreement.**

Educational Credit

- Complete SECTION 1 of the application.**
- Complete SECTION 3 of the application.**

Completed Documents can be sent to the Stormwater Department at 30 North Broad Street Winder, GA 30680 or E-mailed to Matt Treeter at mtreeter@barrowga.org.

- Please note the Barrow County Stormwater Facility Maintenance Agreement original will need to be sent to the Stormwater Department for recording purposes.

Barrow County Stormwater Utility
Review/Credit Application

Section 1 **General Information**

Reason for request: Impervious Surface Review Education Retention/Detention Pond

Applicant Information (Financially Responsible Entity): (Please print or type)

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

E-mail: _____ Telephone: (_____) _____ - _____

Property Owner Information (If different from Above):

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

E-mail: _____ Telephone: (_____) _____ - _____

Property Information:

Property Location/Address: _____

Parcel Identification Number: _____

Certifications:

The above information is true and correct to the best of my knowledge and belief. (This form must be signed by the financially responsible person if an individual, or if not an individual, by an officer, director, partner or registered agent with authority to execute instruments for the financially responsible entity). I agree to provide corrected information should there be any change in the information provided herein.

Type or Print Name

Title or Authority

Signature

Date

Section 2

Retention/Detention Pond Credit

A Licensed Engineer is required to complete this section

Brief description of stormwater facilities at location: _____

Plan Review Information:

Please indicate the review information submitted with this application:

- Narratives Site Plans Survey Plat with Topography Runoff Calculations Routing Calculations
 Stage/Storage/Discharge Tables Outlet Structure Details As-Built Plans Maintenance Plan

Stormwater Utility Credit Calculations Sheet

Complete the following tables using the information contained in your stormwater management plan or other supporting documentation as may be required. If you need more room than is provided by the tables, attach additional pages to your submittal, and reference them on this Calculation Sheet.

Stormwater Quantity

Instructions: Complete the following table using the information contained in your stormwater management plan. Be sure to reference where in the stormwater management plan the information is located.

Level of Control	Post-Development Runoff Volume Units (Circle One) Cu. Ft. or ac-ft.	Peak Post-Development Discharge Rate (CFS)	Drawdown Period (Hours)	Reference
Stream Channel Protection				
Notes:				

Level of Control	SCS Hydrologic Method or USGS Hydrograph Method Results			Reference
	Pre-Development Discharge Rate (CFS)	Post-Development Discharge Rate (CFS)	Controlled Post-Development Discharge Rate (CFS)	
Overbank Flood Protection				
Extreme Flood Protection				
Notes:				

Stormwater Quality

Instructions: Water Quality is based on the reduction of the average annual loading of Total Suspended Solids (TSS) leaving the entire site. Be sure that the area treated column adds up to the total area of the parcel. The supporting calculations for these requirements may be attached to this submittal or included in the stormwater management plan. In either case a reference shall be given as to where the supporting calculations may be found.

Basin Identification	Area Treated by BMP (ac)	Percent of Total Project Area	Estimated Total TSS Load (lb/year)	BMP Effectiveness (%)	Load Reduction (lb/year)	Reference
Total		100%				
Total Percentage Reduction of Average Annual TSS Load (Total Load Reduction ÷ Estimated Total TSS Load)						
Notes:						

Certifications:

The above information is true and correct to the best of my knowledge and belief. (This form must be completed and signed by a Georgia licensed professional engineer, P.E.). I agree to provide corrected information should there be any change in the information provided herein.

Type or Print Name

Georgia P.E. License Number

Signature

Date

Section 3

Educational Credit

Instructions: Applicants must provide adequate documentation to certify to Barrow County staff that the environmental science curriculum being taught provides adequate instruction on water protection issues. Applicants must summarize the documentation being submitted in the table below and attach all appropriate documentation. Please note that applicants must reapply for an educational credit by July 1 of each year.

Name of School: _____

Environmental Education Program	Grade Level(s)	Number of Students	Percent of Total Students	Contact Hours

Certifications:

The above information is true and correct to the best of my knowledge and belief. (This form must be signed by the superintendent of the Barrow County School System or, in the case of a private school, by the chief executive officer of the school). I agree to provide corrected information should there be any change in the information provided herein.

Type or Print Name

Title or Authority

Signature

Date

BARROW COUNTY
STORMWATER FACILITY
MAINTENANCE AGREEMENT

This Stormwater Facility Maintenance Agreement, hereinafter called "Agreement", is made and entered into this ____ day of _____, 20____, by and between (Insert Full Name of Owner)

_____, hereinafter called the "Landowner" as further defined below, and Barrow County, Georgia, hereinafter called the "County".

WITNESSETH

WHEREAS, the Landowner is the owner of certain real property described as (Tax Map/Parcel Identification Number) _____ as recorded by deed in the land record of Barrow County, Georgia, Deed Book _____ Page _____, hereinafter called the "Property".

WHEREAS, the Landowner is proceeding to build on and develop the Property: and

WHEREAS, the Site Plan known as (Name of Plan/Development)

_____, hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be considered by the County, provides for detention of stormwater within the confines of the Property; and

WHEREAS, the County and the Landowner, together with the Landowner's successors and assigns (hereinafter collectively referred to as the "Landowner"), agree that the health, safety, and welfare of the residents of Barrow County, Georgia, require that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the County requires that on-site stormwater management facilities as shown on the Plan be constructed and adequately maintained by the Landowner.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The on-site stormwater management facilities shall be constructed by the Landowner in accordance with the plans and specifications identified in the Plan.
2. The Landowner shall adequately maintain the stormwater management facilities, including but not limited to all pipes, channels or other conveyances 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

condition so that these facilities are performing their designed stormwater management functions in compliance with all County ordinances and regulations.

3. In addition to, and without in any way limiting any authority granted pursuant to Chapter 90 of the Barrow County Code of Ordinances, including Section 90-504, the Landowner hereby grants permission to the County, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities located thereon whenever the County deems necessary to assure safe and proper functioning of the facilities. The inspection may, to the extent the County deems necessary, cover the entire facilities, berms, outlet structure, pond areas, access roads, etc. The County shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence repairs if necessary.
4. In addition to, and without in any way limiting any rights and remedies granted pursuant to Chapter 90 of the Barrow County Code of Ordinances, including Section 90-504, in the event the Landowner fails to adequately maintain the stormwater management facilities in a manner acceptable to the County, the County may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report, with the actual cost thereof assessed against the Landowner in the same manner as tax levied against the Property. From the date of the taking of such steps, the County shall have lien rights which may be perfected, after judgment, by filing a notice of lien on the general execution docket of the Superior Court of the County. It is expressly understood and agreed that the County is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the County.
5. The Landowner will perform the work necessary to keep these facilities in good working order. In the event a maintenance schedule for the stormwater management facilities is outlined on the approved Plan, the schedule will be followed.
6. This Agreement imposes no liability of any kind whatsoever on the County and the Landowner covenants and agrees to take and assume all responsibility for the operation and maintenance of the stormwater management facilities. The Landowner shall bear all losses and damages directly or indirectly resulting to it and/or the County on account of the operation and maintenance of the stormwater management facilities. Landowner shall defend, indemnify and hold harmless the County, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to as "County Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to, attorney's fees and costs of defense, (hereinafter "Liabilities") which may be the result of willful, negligent or tortious conduct arising out of the operation and maintenance of the stormwater maintenance facilities operations by the Landowner, any subcontractor, anyone directly or indirectly employed by the Landowner or subcontractor or anyone for whose acts the Landowner or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by any of the County Parties. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described

in this provision. In any and all claims against the County or County Parties, by any employee of the Landowner, any subcontractor, anyone directly or indirectly employed by the Landowner or subcontractor or anyone for whose acts the Landowner or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Landowner or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the County and County Parties shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of this Agreement.

7. This Agreement shall be recorded among the land records of Barrow County, Georgia, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs, and any other successors in interests.
8. The Landowner agrees and covenants that it shall require as a part of any transaction conveying an interest in the Property that any successor, assign, and/or purchaser of the Property affirmatively agree in writing to fulfill all responsibilities under this Agreement and that the County Parties shall be deemed third-party beneficiaries of any such agreement.

WITNESS the following signatures and seals:

Landowner (seal)

By: _____

Its: _____
(Name and Title)

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

NOTARY PUBLIC

My Commission Expires: _____
County of _____, Georgia

Witness: _____
County use below

By: _____
(Name and Title)

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

NOTARY PUBLIC

My Commission Expires: _____
County of _____, Georgia

Witness: _____