STORMWATER WATER QUALITY DEVICE MANAGEMENT AGREEMENT

The Owner, its successors and assigns, accepts responsibility for ownership and proper maintenance of the stormwater water quality device and its associated structures on the

(Name of site)

site per the approved site plans, the attached Operation and Maintenance Plan and this agreement.

Type of Water Quality Device _____

Quantity of Water Quality Devices _____

Water Quality Device Manufacturer and Model # _____

_____

Manufacturer Address and Telephone Number _____

_____

Pollutants Removed _____

Design Efficiency _____

The Owner, its successors and assigns, will operate and maintain the water quality device according to the attached Operating and Maintenance Plan, (O&M Plan) and maintenance schedule outlined on the Plan.

DESIGN EFFICIENCY – The Owner, its successors and assigns, agrees to maintain the water quality device in such a manner that the designed pollutant removal efficiency is not compromised.

ACCESS - The Owner, its successors and assigns, agrees to provide adequate access to the water quality device so that the device and its structures can be properly maintained.

INSPECTIONS – The device will be inspected on a regular basis as outlined in the Operating and Maintenance Plan. Annually the water quality device and its associated structures shall be inspected and certified by a professional engineer. The annual inspection report shall be submitted to the City of Greer, Stormwater Inspector at 301 East Poinsett Street Greer, SC 29651.

DEFICIENCIES - Any observed or noted deficiencies shall be noted on the inspection report and corrected in a timely manner.

The Owner, its successors and assigns, agrees to continue to own and maintain the stormwater management system until the City of Greer is notified in writing of a transfer in ownership and maintenance responsibility. In the event the Owner transfers, sells, or conveys ownership of the site described above, the Owner named herein agrees to accept responsibility for transferring the maintenance responsibilities provided in this agreement to the new owner under a new Stormwater System Maintenance Agreement that shall be submitted to the City of Greer, City Engineer.

The Owner, its successors and assigns, grants permission for the City of Greer, its authorized agents and employees to enter upon the property and inspect the stormwater water quality device and associated structures.

In the event the Owner, its successors and assigns, fails to maintain in good working order or repair the stormwater water quality device and its associated structures in a timely manner, the City of Greer will notify the owner in writing and allot ten (10) days for the owner to make the necessary corrections. If after ten (10) days the owner still has not made the necessary corrections, the City of Greer or its authorized agents will enter the property, make the necessary corrections and charge the costs of repairs and maintenance to the Owner, its successors and assigns. The Owner, its successors and assigns, agrees to repay the City of Greer within thirty (30) days for all costs incurred. It is understood that the City of Greer is under no obligation to maintain or repair the water quality device and its structures.

This agreement imposes no liability of any kind on the City of Greer and the Owner, its successors and assigns, agrees to hold the City of Greer harmless from any liability in the event the stormwater management water quality device and its associated structures fail to operate properly.

_____

Owner's Name

_____
Owner's Authorized Agent Printed Name

_____
Owner's Authorized Agent Signature

_____
Date

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

_____
Notary Public

My Commission Expires: _____