

STORM WATER SERVICE FEE- CREDIT APPLICATION FORM

Instructions: Submittal requirement forms and supporting documents must accompany Credit Application Form in order to receive credits. This application form, including Attachment A, and applicable supporting documentation must be completed in its entirety and delivered to **the Greenville County Land Development Division** to begin the review process. It is the responsibility of the property owner to provide all necessary documentation and certification that the property meets the specified standard.

Supporting documents will include:

1. A site map prepared and sealed by a licensed SC Professional Engineer or a licensed SC Surveyor showing property boundaries, easements, topography, drainage features, natural conservation areas, floodplain/floodway locations, streams buffers, overland flow and recharge area and structures.
2. A storm water design analysis and a hydrologic/hydraulic report with calculations in accordance with the design manual prepared and sealed by a licensed SC Professional Engineer.

Section 1. Applicant Information:

Name:			
Mailing Address:			
City:	State:		
Zip:	Telephone:		
Fax (if applicable):	E-mail:		
Location/Address of property requesting credit (if different from mailing address above):			
Tax Map Number of property requesting credit :			
Date Submitted:			

Note: If the application form includes the construction of a new detention/retention facility, the application review process will not begin until the property owner has received a final inspection and approval from the Land Development Division. The construction of the detention/retention facility must be complete and the facility operational.

Section 2. Engineer - To be Completed by the Applicant's Engineer:

Name of Engineer:		South Carolina Registration Number:			
Name of Engineer's Firm (if applicable):	(Seal and Signature)				
Address:					
City:				State:	
Zip:				Telephone:	
Fax:				E-mail:	

Section 3. Summary of Credit Percentages:

Percentage	Type of Credit
Water Quantity Credit	
	Tree Preservation Policy Credit (up to 10%)
	Upgrade of Existing Detention/Retention Facility Credit (up to 15%)
	Over-Detention Credit (up to 25%)
	Discharge Elimination Credit (up to 25%)
	TOTAL WATER QUANTITY CREDIT (not to exceed 25%)
Water Quality Credit	
	New Development/ New BMP Credit (up to 10%)
	Retrofit Existing Facility Credit (up to 25%)
	Offsite Storm Water Quality Control Credit (up to 25%)
	TOTAL WATER QUALITY CREDIT (not to exceed 25%)
	TOTAL CREDITS (Rounded to Nearest Whole Number and Not to Exceed 25%)

Section 4. Certification of the Application:

The information contained in this request is, to the best of my knowledge and belief, a complete and accurate statement of the property's conditions.

Applicant's Signature

Date

Information below this line is for County of Greenville use only.

Credit Application Number:	
Total Approved Credit (%) (Rounded to Nearest Whole Number and Not to Exceed 25%)	
Land Development Division Staff Review (initials):	
Assistant County Administrator for Public Works Approval:	
Date Approved:	
Fee Reduced/Recorded – Tax Assessor Staff (initials):	
Date Recorded:	

Copies to: Applicant
Land Development Division
Tax Assessors Office

Attachment A

Credit Application Documentation Requirements

Section 1	Applicable Credits and Documentation Checklist
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The purpose of the following checklist is to simplify the review process. The checklist gives the minimum requirements needed for the County of Greenville to review the application as it relates to the type of credit that is being applied for. Circle “Y” for “yes” or “N” for “no” depending upon whether or not the following credit is being applied for. Place a check mark next to the item(s) listed to indicate that the item is included in the application submittal. If an item is not applicable for a specific reason, please indicate using the designation “N/A”. An explanation for each item marked as “N/A” must be provided in the box following the checklists. The omission of required items may be cause for rejection of the submittal without review. *Note: The Storm Water Service Fee Credit Application Form must accompany these submittal requirements in order to begin the review process.*

WATER QUANTITY CREDITS	
Y / N	<i>Credit for Complying with the Greenville County Tree Preservation Policy:</i>
	Completion of Tree Preservation Policy Worksheet (Section 2)
	Engineer’s Certification for Tree Preservation Policy (Section 9.A)
Y / N	<i>Credit for Upgrading an Existing Detention/Retention Facility</i>
	Completion of Upgrading an Existing Detention/Retention Facility Worksheet (Section 3)
	Topographic Map Detailing Drainage Area (including drainage patterns)
	Engineer’s Certification for Upgrading an Existing Detention/Retention Facility (Section 9.B)
	Detention/Retention Facility Agreement (reference Agreement 10.A)
Y / N	<i>Over Detention Credit</i>
	Completion of Over Detention Worksheet (Section 4)
	Topographic Map Detailing Drainage Area (including drainage patterns) for pre-development and post-development conditions
	Documentation to demonstrate that additional detention capacity provides a beneficial impact downstream of the property. Provide evidence of over detention impact utilizing pre-development and post-development conditions. Documentation can include, but is not limited to, construction plans, drainage calculations (SCS method or approved alternative), resulting hydrograph information, and drainage reports.
	Engineer’s Certification for Over Detention (Section 9.C)
	Detention/Retention Facility Agreement (reference Agreement 10.A)
Y / N	<i>Discharge Elimination Credit</i>
	Completion of Discharge Elimination Worksheet (Section 5)
	Topographic Map Detailing Drainage Area (including drainage patterns)
	Engineer’s Certification for Discharge Elimination (Section 9.D)

WATER QUALITY CREDITS		
Y / N	<i>New Development/ New BMP Credit</i>	
		Completion of New Development/ New BMP Credit Worksheet (Section 6)
		Topographic Map Detailing Drainage Area (including drainage patterns) for pre-development and post-development conditions
		Water Quality Facility/BMP Drawings and Calculations
		Engineer's Certification for Water Quality Facility/BMP (Section 9.E)
		Executed Water Quality Facility/BMP Agreement (reference Agreement 10.B)
Y / N	<i>Retrofit Existing Facility Credit</i>	
		Completion of Retrofit Existing Facility Worksheet (Section 7)
		Topographic Map Detailing Drainage Area (including drainage patterns)
		Water Quality Facility/BMP Drawings and Calculations
		Engineer's Certification for Water Quality Facility/BMP (Section 9.F)
		Executed Water Quality Facility/BMP Agreement (reference Agreement 10.B)
Y / N	<i>Offsite Storm Water Quality Control Credit</i>	
		Completion of Offsite Storm Water Quality Control Credit Worksheet (Section 8)
		Topographic Map Detailing Drainage Area (including drainage patterns for offsite areas)
		Engineer's Certification for Water Quality Facility/BMP (Section 9.G)
		Executed Water Quality Facility/BMP Agreement (reference Agreement 10.B)

Reason for Item(s) Marked as "N/A" (attach a separate sheet if more space is needed):

Y / N – A separate sheet is attached for review.

Section 2	Tree Preservation Policy Worksheet
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Note: The following is required to be filled in only if the applicant is requesting a credit for the “Tree Preservation Policy Requirements”:

Number of acres of contiguous area that are preserved and maintained as natural and undisturbed area	
Number of acres of impervious surface that drain to and are effectively treated by a stream buffer	
Total number of undisturbed acres or acres draining to buffer	

Tree Preservation Policy Credit Formula:

1% x Total number of undisturbed acres or acres draining to buffer (not to exceed 10%)

	Total number of undisturbed acres or acres draining to buffer
X (1%)	Acres (X) multiplied by 1%
	= Credit for Tree Policy Detention/Retention (not to exceed 10%)

Section 3	Upgrade of an Existing Detention/Retention Facility Worksheet
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Note: The following is required to be filled in only if the applicant is requesting a credit for the “Upgrade of an Existing Detention/Retention Facility”:

Total Impervious Area of Property (square feet)	
Impervious Area of Property (square feet) that Drains to Detention/Retention Facility	
Percentage of Impervious Area of Property (square feet) that Drains to Detention Facility	

Upgrade of an Existing Detention/Retention Facility Credit Formula:

15% (in decimal format = 0.15) x percentage (as a whole number; such as 20%) of the impervious area of the property that is routed through the detention facility

	Percentage (whole number) of the impervious area of the property that is routed through the detention facility
X (0.15)	Percentage (X) multiplied by 0.15
	= Credit for Upgrading an Existing Detention/Retention Facility

Section 4

Over Detention Worksheet

Note: The following is required to be filled in *only* if the applicant is requesting a credit for “Over Detention”:

Over Detention Credit Formula:

Over Detention/Retention Credit = C₁₀₀ + C₅₀ + C₂₅ + C₁₀ + C₂ (not to exceed 25%)

with maximum credit per storm event to total 25% as follows:

- Maximum credit for control of 100-year runoff = 1%
- Maximum credit for control of 50-year runoff = 2%
- Maximum credit for control of 25-year runoff = 11%
- Maximum credit for control of 10-year runoff = 6%
- Maximum credit for control of 2-year runoff = 5%

Where:

$$C_{100} = \left[\frac{(Q_{\text{post } 100} - Q_{\text{w/controls } 100})}{(Q_{\text{post } 100})} \right] \times 0.01 \times 100$$

$$C_{50} = \left[\frac{(Q_{\text{post } 50} - Q_{\text{w/controls } 50})}{(Q_{\text{post } 50})} \right] \times 0.02 \times 100$$

$$C_{25} = \left[\frac{(Q_{\text{post } 25} - Q_{\text{w/controls } 25})}{(Q_{\text{post } 25})} \right] \times 0.11 \times 100$$

$$C_{10} = \left[\frac{(Q_{\text{post } 10} - Q_{\text{w/controls } 10})}{(Q_{\text{post } 10} - Q_{\text{predeveloped } 10})} - 1 \right] \times 0.06 \times 100$$

$$C_2 = \left[\frac{(Q_{\text{post } 2} - Q_{\text{w/controls } 2})}{(Q_{\text{post } 2} - Q_{\text{predeveloped } 2})} - 1 \right] \times 0.05 \times 100$$

Q_{pre-developed} = the peak discharge without development (cfs).

Q_{post} = the post-developed peak discharge without controls (cfs).

Q_{w/controls} = the post-development peak discharge from the developed site with storm water controls (i.e. detention/retention facility) in place (cfs).

		Q_{post 100}		Q_{control 100}		C₁₀₀	
		Q_{post 50}		Q_{control 50}		C₅₀	
		Q_{post 25}		Q_{control 25}		C₂₅	
Q_{pre 10}		Q_{post 10}		Q_{control 10}		C₁₀	
Q_{pre 2}		Q_{post 2}		Q_{control 2}		C₂	
						Total Credit	

Section 5	Discharge Elimination Worksheet
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Note: The following is required to be filled in only if the applicant is requesting a credit for “Discharge Elimination”:

Total Size of Property (square feet)	
Total Impervious Area of Property (square feet)	
Impervious Area of Property (square feet) with no discharge or releases of water or pollutants to the county storm water management system	
Percentage of Impervious Area of Property (square feet) from which discharge is eliminated	

	Percentage (whole number) of the impervious area of the property from which discharge is eliminated
X (0.25)	Percentage (X) multiplied by 0.25
	= Credit for Discharge Elimination

Section 6	New Development/ New BMP Worksheet
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Note: the following is required to be filled in only if the applicant is requesting a credit for the installation of a “Water Quality Facility or BMP”:

Type of Water Quality Facility or BMP	
Total Size of Property (square feet)	
Total Impervious Area of Property (square feet)	
Impervious Area of Property (square feet) that Drains to Water Quality Facility/BMP	
Percentage of Impervious Area of Property (square feet) that Drains to Water Quality Facility/BMP	

New Development/ New BMP Water Quality Credit Formula:

10% (in decimal format = 0.10) x percentage (as a whole number; such as 8%) of the impervious area of the property that is routed through the detention facility x Water Quality Factor % (from Appendix G of the Storm Water Management Design Manual)

	Percentage (whole number) of the impervious area of the property that is routed through the detention facility
	Water Quality Factor percentage (from Appendix G)
X (0.10)	Percentage (X) multiplied by 0.10
	= Credit for Water Quality Facility/BMP

Section 7	Retrofit Existing Facility Worksheet
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Note: the following is required to be filled in only if the applicant is requesting a credit for the “Retrofit of an Existing “Water Quality Facility or BMP”:

Type of Water Quality Facility or BMP	
Total Size of Property (square feet)	
Total Impervious Area of Property (square feet)	
Impervious Area of Property (square feet) that Drains to Water Quality Facility/BMP	
Percentage of Impervious Area of Property (square feet) that Drains to Water Quality Facility/BMP	

Retrofit Existing Facility Credit Formula:

25% (in decimal format = 0.25) x percentage (as a whole number; such as 20%) of the impervious area of the property that is routed through the detention facility x Water Quality Factor % (from Appendix G of the Storm Water Management Design Manual)

	Percentage (whole number) of the impervious area of the property that is routed through the detention facility
	Water Quality Factor percentage (from Appendix G)
X (0.25)	Percentage (X) multiplied by 0.25
	= Credit for Water Quality Facility/BMP

Section 8	Offsite Storm Water Quality Control Worksheet
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Note: the following is required to be filled in only if the applicant is requesting a credit for “Offsite Storm Water Quality Control”:

Type of Water Quality Facility or BMP	
Offsite Drainage Area (square feet)	
Onsite Drainage Area (square feet)	

Offsite Storm Water Quality Credit Formula:

25% (in decimal format = 0.25) x Ratio of offsite drainage area to onsite drainage area x Water Quality Factor % (from Appendix G of the Storm Water Management Design Manual)

	Ratio of offsite drainage area to onsite drainage area
	Water Quality Factor percentage (from Appendix G)
X (0.25)	Percentage (X) multiplied by 0.25
	= Credit for Offsite Storm Water Quality Control

Section 9**Engineer's Certifications:**

The following engineer's certifications are required depending upon the credit being applied for:

Certification 9.A – Tree Preservation Policy Certification:

By placing my professional stamp and signature on this paper, I certify that the stated number of acres of property are to be preserved and maintained as a natural and undisturbed area; that the stated number of acres of impervious surfaces of the property are effectively treated by a stream buffer; that the identified stream buffers meet the minimum current standards stipulated by the Storm Water Design Manual; and that these areas comply with the current Greenville County Tree Preservation Policy. I further certify that I have either (i) reviewed and agree with the calculations used for the design, or (ii) have developed new calculations reflecting the current As-Constructed design of the property.

I further certify that the values and calculations related to property areas identified in Section 2 above are correct.

SIGNATURE AND SEAL

COMPANY NAME (if applicable)

Signature

Date

Name (printed)

Certification 9.B – Upgrade of an Existing Detention/Retention Facility Certification:

By placing my professional stamp and signature on this paper, I certify that the hydraulic functions (including volume, grade elevations, and outlet materials and sizes) of this existing storm water facility were upgraded to comply with the current Greenville County storm water regulations for both water quantity and water quality. I further certify that I have either (i) reviewed and agree with the calculations used for the design, or (ii) have developed new calculations reflecting the As-Constructed Storage Volumes and have ascertained that the facility as constructed meets the current Greenville County storm water regulations.

I further certify that the values and calculations related to property areas identified in Section 3 above are correct.

SIGNATURE AND SEAL

COMPANY NAME (if applicable)

Signature

Date

Name (printed)

Certification 9.C – Over Detention Certification:

By placing my professional stamp and signature on this paper, I certify that:

- (i) the hydraulic functions (including volume, grade elevations, and outlet materials and sizes) of this storm water facility are constructed in substantial compliance with the approved design on file with the Greenville County Land Development Division,
- (ii) all the drainage areas designed to drain to this facility, in fact do drain to this facility,
- (iii) the peak outflow from the facility is equal to or less than the maximum allowable discharge for the 2, 10, 25, and 50-year storms, and
- (iv) the storage facility provides over detention for the _____ (indicate all that apply) year storm events.

I further certify that I have either (i) reviewed and agree with the calculations used for the design, or (ii) have developed new calculations reflecting the current As-Constructed Discharge Rates and Storage Volumes. A copy of the calculations is attached.

SIGNATURE AND SEAL

COMPANY NAME (if applicable)

Signature

Date

Name (printed)

Certification 9.D – Discharge Elimination Certification:

By placing my professional stamp and signature on this paper, I certify that:

- (i) that the drainage facilities of the property are constructed in substantial compliance with the approved design on file with the Greenville County Land Development Division,
- (ii) that all the drainage areas designed as discharge elimination areas do in fact treat, store, dispose, transpire, evaporate, infiltrate or otherwise manage all rainfall events up to and including the 100 year reoccurrence event with no discharge or releases of water or pollutants to the county storm water management system.

I further certify that I have either (i) reviewed and agree with the calculations used for the design, or (ii) have developed new calculations reflecting the current As-Constructed design. A copy of the calculations is attached.

SIGNATURE AND SEAL

COMPANY NAME (if applicable)

Signature

Date

Name (printed)

Certification 9.E – New Development New Water Quality BMP Certification:

By placing my professional stamp and signature on this paper, I certify that:

- (i) the hydraulic functions (including volume, grade elevations, and outlet materials and sizes) and the water quality components of this storm water quality facility/BMP are constructed in substantial compliance with the approved design on file with the Greenville County Land Development Division,
- (ii) all the drainage areas designed to drain to this facility, in fact do drain to this facility, and
- (iii) that storm water runoff from _____ percent (rounded to the nearest whole number) of the property's *impervious area is routed through the water quality facility/ BMP.*

I further certify that I have either (i) reviewed and agree with the calculations used for the design, or (ii) have developed new calculations reflecting the current As-Constructed Discharge Rates and Storage Volumes. A copy of the calculations is attached.

SIGNATURE AND SEAL

COMPANY NAME (if applicable)

Signature

Date

Name (printed)

Certification 9.F – Retrofit Existing Water Quality BMP Certification:

By placing my professional stamp and signature on this paper, I certify that:

- (iv) the hydraulic functions (including volume, grade elevations, and outlet materials and sizes) and the water quality components of this storm water quality facility/BMP have been retrofitted in substantial compliance with the approved design on file with the Greenville County Land Development Division,
- (v) all the drainage areas designed to drain to this facility, in fact do drain to this facility, and
- (vi) that storm water runoff from _____ percent (rounded to the nearest whole number) of the property's *impervious area is routed through the water quality facility/ BMP.*

I further certify that I have either (i) reviewed and agree with the calculations used for the design, or (ii) have developed new calculations reflecting the current As-Constructed Discharge Rates and Storage Volumes. A copy of the calculations is attached.

SIGNATURE AND SEAL

COMPANY NAME (if applicable)

Signature

Date

Name (printed)

Certification 9.G –Offsite Water Quality Control Certification:

By placing my professional stamp and signature on this paper, I certify that:

- (i) the hydraulic functions (including volume, grade elevations, and outlet materials and sizes) and the water quality components of this storm water quality facility/BMP have been retrofitted in substantial compliance with the approved design on file with the Greenville County Land Development Division,
- (ii) all the drainage areas (both onsite and offsite) designed to drain to this facility, in fact do drain to this facility, and

I further certify that I have either (i) reviewed and agree with the calculations used for the design, or (ii) have developed new calculations reflecting the current As-Constructed Discharge Rates and Storage Volumes. A copy of the calculations is attached.

SIGNATURE AND SEAL

COMPANY NAME (if applicable)

Signature

Date

Name (printed)

Section 10**Maintenance Agreements:**

The applicable Agreement must be executed before any credit will be applied.

Agreement 10.A – Detention/Retention Facility Agreement:

THIS AGREEMENT, made and entered into this _____ day of _____ 20__,
by and between the County of Greenville, SC (hereinafter “County”) AND the:

Detention/Retention Facility Owner listed below (hereinafter “Owner”):

Name: _____

Address: _____

Authorized Contact: _____ Telephone: _____

Facility Location: _____

WHEREAS: the Owner is requesting a credit for a detention/retention facility (hereinafter “Facility”) that is reducing storm water runoff in accordance with County standards; and

WHEREAS: the Owner must ensure that the Facility is operated and maintained in accordance with the County’s guidelines; and

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

- 1.) The Facility will serve to reduce storm water runoff in accordance with County approved Storm water Service Fee credit application.
- 2.) The Facility must be properly maintained by the Owner. Improper maintenance of the Facility may be cause for termination of the storm water surcharge credit (hereinafter “Credit”).
- 3.) Any changes or alterations to the Facility’s storage capabilities or modification of the Facility’s storm water runoff reduction components must be approved by the County. Failure to receive such approval may be cause for termination of the Credit by the County.
- 4.) Any increase or diversion of storm water runoff by the Owner must be approved by the County. Failure to receive such approval may be cause for termination of the Credit by the County.

(Page 1 of 3)

- 5.) If any alterations or modifications to the Facility, including changes in storm-water runoff created by Owner, are approved by the County, a revised Credit application to the County will be required.
- 6.) The amount of the Credit granted by the County is _____. **(To be filled in by the County)**
- 7.) OWNER SHALL BE IN DEFAULT OF THE AGREEMENT (“EVENT OF DEFAULT”) IF:
 - a) Any information submitted to the County by or on behalf of the Owner in or with respect to the Credit Application is determined by the County to be materially incorrect.
 - b) The Facility is not properly maintained by the Owner.
 - c) The Owner changes or alters the Facility’s storage capabilities or modifies the Facility’s storm water runoff reduction components without written approval of the County.
 - d) The Owner increases or diverts storm water runoff without the written approval of the County.
 - e) The Owner fails to perform any other obligation under this Agreement.
- 8.) If the County determines that an Event of Default has occurred then the County shall give the Owner written notice of the default and a period, not to exceed ten (10) days, in which to cure such default, except that if the period needed to cure the default exceeds ten (10) days then such longer period as needed to cure such default so long as Owner begins the cure of the default in a timely manner and continuously prosecutes such work to completion.
- 9.) If an Event of Default exists which has not been cured within any applicable cure period, then in addition to any and all remedies available to the County in equity or at law, the County may terminate, by written notice to the Owner, the credit.
- 10.) This Agreement shall be binding upon, and inure to the benefit of the executors, heirs, successors and assigns of the parties hereto.
- 11.) This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, among the parties.
- 12.) If any section, clause or provision of this Agreement shall be held invalid, such holding of invalidity shall not affect the validity of any remaining section, clause, paragraph, portion or provision of this Agreement.
- 13.) No part of this Agreement may be altered, modified, or changed in any way except in writing signed by the parties hereto or signed by the duly authorized representative of said parties.
- 14.) This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of South Carolina and will terminate if the property is transferred.

IN TESTIMONY WHEREOF, witness the signatures of the Parties hereto by their duly authorized representatives the day, month and year first above written.

OWNER

Greenville County, South Carolina

Signature

Signature

Name (printed)

STATE OF SOUTH CAROLINA)

) SS

COUNTY OF _____)

I, the undersigned Notary Public, within and for the State of _____ and County aforesaid, do hereby certify that the foregoing instrument was this day presented to me by _____ who, being by me first duly sworn, did acknowledge and declare that he/she signed the foregoing instrument as Owner, as his/her free and authorized act and deed,

WITNESS my hand this ____ day of _____, 20 ____.

My commission expires: _____.

NOTARY PUBLIC

(Page 3 of 3)

Agreement 10.B – Water Quality Facility/BMP Agreement:

THIS AGREEMENT, made and entered into this _____ day of _____ 20__, by and between the County of Greenville, SC (hereinafter “County”) AND the:

Water Quality Facility/BMP Owner listed below (hereinafter “Owner”):

Name: _____

Address: _____

Authorized Contact: _____ Telephone: _____

Facility Location: _____

WHEREAS: the Owner is requesting a Storm water Service Fee credit for a water quality facility or Best Management Practice (hereinafter “BMP”) that is reducing storm water pollution in accordance with County standards; and

WHEREAS: the Owner must ensure that the BMP is properly maintained:

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

- 1.) The BMP will serve to reduce storm water runoff pollution in accordance with County standards.
- 2.) The BMP must be properly maintained by the Owner. Improper maintenance of the BMP may be cause for termination of the storm water surcharge credit (hereinafter “Credit”).
- 3.) Any changes or alterations to the BMP or modification of the BMP’s components must be approved by the County. Failure to receive such approval may be cause for termination of the Credit by the County.
- 4.) Any flow alterations or modifications of storm water runoff through the BMP by the Owner must be approved by the County. Failure to receive such approval may be cause for termination of the Credit by the County.
- 5.) If any alterations or modifications to the BMP, including changes in storm water runoff created by Owner to or from the BMP, are approved by the County, a revised Credit application to the County will be required.
- 6.) The amount of the Credit granted by the County is _____. **(To be filled in by the County)**
- 7.) OWNER SHALL BE IN DEFAULT OF THE AGREEMENT (“EVENT OF DEFAULT”) IF:
 - a. Any information submitted to the County by or on behalf of the Owner in or with respect to the Credit Application is determined by the County to be materially incorrect.
 - b. The BMP is not properly maintained by the Owner.
 - c. The Owner changes or alters the BMP’s performance capabilities or modifies the BMP’s storm water runoff reduction/filtration components without written approval of the County.
 - d. The Owner increases or diverts storm water runoff without the written approval of the County.
 - e. The Owner fails to perform any other obligation under this Agreement.
- 8.) If the County determines that an Event of Default has occurred then the County

shall give the Owner written notice of the default and a period, not to exceed ten (10) days, in which to cure such default, except that if the period needed to cure the default exceeds ten (10) days then such longer period as needed to cure such default so long as Owner begins the cure of the default in a timely manner and continuously prosecutes such work to completion.

- 9.) If an Event of Default exists which has not been cured within any applicable cure period then, in addition to any and all remedies available to the County in equity or at law, the County may terminate, by written notice to the Owner, the credit.
- 10.) This Agreement shall be binding upon, and inure to the benefit of the executors, heirs, successors and assigns of the parties hereto.
- 11.) This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, among the parties.
- 12.) If any section, clause or provision of this Agreement shall be held invalid, such holding of invalidity shall not affect the validity of any remaining section, clause, paragraph, portion or provision of this Agreement.
- 13.) No part of this Agreement may be altered, modified, or changed in any way except in writing signed by the parties hereto or signed by the duly authorized representative of said parties.
- 14.) This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of South Carolina and will terminate if the property is transferred.

IN TESTIMONY WHEREOF, witness the signatures of the Parties hereto by their duly authorized representatives the day, month and year first above written.

OWNER

Greenville County, South Carolina

Signature

Authorized Representative

Name (printed)

STATE OF SOUTH CAROLINA)

) SS

COUNTY OF _____

)

I, the undersigned Notary Public, within and for the State of South Carolina and County aforesaid, do hereby certify that the foregoing instrument was this day presented to me by

_____ as _____ for the County of Greenville, SC, who, being by me first duly sworn, did acknowledge and declare that he/she signed the foregoing instrument as _____ as his/her free and authorized act and deed,

WITNESS my hand this _____ day of _____, 20 ____.

My commission expires: _____.

NOTARY PUBLIC

STATE OF SOUTH CAROLINA)

) SS

COUNTY OF _____)

I, the undersigned Notary Public, within and for the State of _____ and County aforesaid, do hereby certify that the foregoing instrument was this day presented to me by _____ who, being by me first duly sworn, did acknowledge and declare that he/she signed the foregoing instrument as Owner, as his/her free and authorized act and deed,

WITNESS my hand this ____ day of _____, 20 ____.

My commission expires: _____.

NOTARY PUBLIC

(Page 3 of 3)