

TOWN OF PITTSBORO STORMWATER ADMINISTRATIVE MANUAL



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Introduction

As part of the implementation of the Clean Water Act, enacted by the US Congress in 1972, the Town of Pittsboro is required by the State of North Carolina Department of Environmental and Natural Resources (DENR) and the US Environmental Protection Agency (EPA) to administer a stormwater management program that facilitates compliance with the regulatory requirements related to stormwater discharges from Municipal Separate Storm Sewer Systems (MS4s). In 2009, North Carolina adopted the Jordan Lake Nutrient Management Strategy in response to EPA requirements to address concerns about water quality in Jordan Lake related to an excess of nitrogen and phosphorus. The Town adopted “The Stormwater Management Ordinance for New Development and Redevelopment in the Jordan Lake Watershed” on November 12, 2013, which limits the allowable peak storm flows and discharges of sediment, nitrogen and phosphorus from new development and redevelopment sites in the Town’s jurisdiction. The purpose of this manual is to provide guidelines for permit applicants to follow in order to comply with the ordinance.

In summary, the ordinance requires that runoff volumes estimated to be generated from a newly developed or redeveloped site in the one-year, 24-hour storm be controlled such that set peak flow rates, sediment loads, and nutrient loads are not exceeded. The post-development peak flow discharge rate must not exceed the pre-development peak flow rate for the site. The Total Suspended Solids (TSS) in the runoff from the developed project site must be reduced by 85% before being discharged offsite. For new development projects, annual loads of nitrogen and phosphorus projected to be discharged from the site must not exceed 3.8 and 1.43 pounds per acre, respectively. Redevelopment projects which result in an increase in built-upon area must either meet the same standards for discharges of nitrogen and phosphorus, or must achieve an 8% nitrogen reduction and 5% phosphorus reduction relative to the existing site. The ordinance also includes provisions to assure long-term performance of the stormwater control measures.

The *Design Manual* referenced in the ordinance is the North Carolina Stormwater Best Management Practices Manual, published by the North Carolina Department of Environment and Natural Resources (DENR), available at the following website, and hereinafter referenced as the NC Stormwater BMP Manual:

<http://portal.ncdenr.org/web/lr/bmp-manual>

Overview of Permitting Process

In order to comply with the Town’s Stormwater Management Ordinance for New Development and Redevelopment in the Jordan Lake Watershed, a *Stormwater Discharge*

Permit must be obtained from the Town of Pittsboro Stormwater Administrator before commencing construction. The applicant also has the option of requesting a concept plan and consultation meeting with the Stormwater Administrator prior to the site engineering design to discuss options and requirements for appropriate stormwater management for the site. Upon project completion and prior to the issuance of a Certificate of Occupancy, the applicant is required to certify that the project has been constructed in accordance with the approved stormwater management plans and designs and submit “as-builts” to the Town. The Stormwater Administrator will then conduct a final inspection. After the completed project has been approved by the Stormwater Administrator, any performance securities which may have been required by the Town to assure installation of the stormwater control measures can then be released.

Appendix A includes a flowchart which provides a detailed overview of the permitting process for stormwater management measures associated with new development or redevelopment.

Concept Plan Meeting/Consultation

Prior to preliminary engineering design, the site designer may request a concept plan consultation with the Stormwater Administrator. This meeting should take place before engineering design formally begins. The meeting will discuss constraints, opportunities and approaches to stormwater management. In preparation, the designer will develop a written or graphic concept plan for the project with consideration of the following guidelines and issues related to stormwater management:

1. Use appropriate site design approaches, as described in Chapter 4 of the NC Stormwater BMP Manual, to develop the site layout, including:
 - The natural resources inventory as described in Section 203 of the ordinance.
 - Fitting the development to the terrain and minimizing land disturbance.
 - Reducing impervious surface area through various techniques.
 - Preserving and utilizing the natural features and drainage systems wherever possible. This may include riparian buffers, steep slopes (>25%), native vegetation and forested areas, etc.
2. Develop a preliminary layout for a stormwater management system for the site, with the goal of “maintaining the pre-development hydrologic response” of the site.
3. Calculate preliminary estimates for appropriate sizing of drainage elements with regard to the required performance standards for water quality, peak discharge attenuation and preventing stream bank erosion.
4. Perform screening and preliminary selection of appropriate structural stormwater controls (BMP’s) and identification of potential sizes and locations.

In order to best facilitate useful discussion and comments from Town staff in regard to the proposed project, it is recommended that the stormwater concept plan should include the following elements. However, these are not requirements, and a concept plan meeting can be conducted before preliminary layouts for proposed project elements have been completed.

- Existing and proposed topography (minimum of two-foot contours recommended).
- Locations of perennial and intermittent streams and other natural drainage features.
- Delineations of FEMA special flood hazard areas and, if applicable, floodway or non-encroachment area limits.
- Locations, boundaries, and buffers of other natural feature protection and conservation areas such as wetlands, lakes, ponds, floodplains, and riparian buffers. Note any other existing or proposed setbacks.
- Delineation of on-site and off-site drainage areas including number of acres.
- Relationships of flow paths and drainage patterns to adjacent properties.
- Mapping of predominant soils from Chatham County Soil Survey.
- Characterization of existing predominant vegetation.
- Proposed limits and size (acreage) of disturbance.
- Locations of existing and proposed roads, buildings, parking areas and all other impervious surfaces.
- Existing and proposed utilities (e.g., water, sewer, gas, electric) and easements to the extent this has been determined.
- Preliminary estimates of stormwater sizing criteria requirements.
- Preliminary selection and location, size, and limits of disturbance of proposed structural stormwater controls and/or low-impact design elements.
- Location of existing and proposed stormwater conveyance systems such as grass channels, natural drainage ways, culvert alignments and storm drains.
- Preliminary location and dimensions of any proposed stream channel or riparian buffer modifications or impacts, such as bridge or culvert crossings.

Application for *Stormwater Discharge Permit*

All projects within Pittsboro's Town limits or extra-territorial jurisdiction (ETJ) are required to have a *Stormwater Discharge Permit* unless the project (1) is single-family or duplex residential or recreational and cumulatively disturbs less than one acre OR (2) is commercial, industrial, institutional, multi-family residential or local government and disturbs less than one-half acre. A small area of Pittsboro's ETJ is outside of the Jordan Lake watershed (see map in Appendix B) and development in that area may be exempt from some of the ordinance requirements. Applicants for projects within that area should schedule a consultation meeting with the Stormwater Administrator regarding project requirements and conceptual options. A copy of the form for Application for *Stormwater Discharge Permit* is

included as Appendix C. The checklist provided in Appendix D should also be included with the application. The application review fee (see Fee Schedule below) must be submitted with the initial application submittal. *Stormwater Discharge Permit* application reviews will generally follow the same timeline and schedule as the Town’s Site Plan approval process. Upon Town approval of the Site Plan, the Stormwater Administrator will determine if the application package meets all of the ordinance requirements. Once it is deemed to be complete and acceptable, a permit will be issued.

***Fee Schedule**

Type of Fee	Unit Cost
Stormwater Discharge Application Review Fee	\$225/acre of site (\$450 minimum)
Stormwater Discharge Permit Fee	\$225/acre of site
BMP Facility Fee	\$50 per BMP facility for O&M and annual inspection administrative costs

*Fees are subject to change per the Town’s annually adopted budget ordinance.

Development of Site Plans and Stormwater Report

The stormwater management permit application shall detail in a brief and concise narrative how post-development stormwater runoff will be controlled and managed and how the proposed project will meet the requirements of the Town of Pittsboro Stormwater Management Ordinance. The stormwater management plan, inclusive of a site plan with supporting documentation and all calculations, must be prepared by a qualified, registered North Carolina professional engineer or landscape architect, hereinafter referred to as the “site designer.” The site designer should only work within his or her areas of competence to be considered as “qualified” and should follow the guidelines and requirements in the NC Stormwater BMP Manual. The applicable NC DENR stormwater management BMP supplement forms must be submitted for each BMP specified for this project. The latest versions of the forms are available from the following website:

<http://portal.ncdenr.org/web/lr/bmp-manual>

Calculations of estimated discharges for nitrogen and phosphorus from the site shall be made utilizing the Jordan Falls Stormwater Load Accounting Tool (JFSLAT), which can be downloaded from the following DENR website:

<http://portal.ncdenr.org/web/jordanlake/implementation-guidance-archive>

- Use of this tool requires the designer to prepare a thorough land use analysis for the drainage basin routed to each of the onsite BMPs, for both pre-project and post-project conditions.

Site designers who incorporate green infrastructure and Low Impact Development (LID) practices to meet the Town's ordinance requirements can opt instead to utilize the "Storm EZ" spreadsheet tool and meet the volume matching method approved by NCDENR as an alternative to using the JFSLAT. Please see the May 13, 2014 Memorandum, Appendix I. Storm EZ can be downloaded from this website:

<http://portal.ncdenr.org/web/1r/low-impact-development>

Stormwater Report Guidelines

The primary intent of the Town of Pittsboro Stormwater Management Ordinance is to limit total nitrogen (TN) and total phosphorus (TP) exports from a development or redevelopment site to 3.8 pounds per acre per year for TN and 1.43 pounds per acre per year (TP) to the maximum extent practicable. This may be achieved by incorporating structural stormwater control measures, incorporating low impact development (LID) principles and practices and by non-structural means, such as limiting land disturbance and impervious surface to the minimum extent practicable. Designers must follow Chapter 4 of the NC Stormwater BMP Manual, *Selecting the Right BMP*, which contains design guidelines to be followed by the applicant. Sufficient evidence of following this chapter's guidelines must be demonstrated in the report or the review may be delayed with comments and questions. For projects where the applicant has concluded it is not feasible to meet the nutrient discharge limits, the Stormwater Report must also include a descriptive narrative and evidence, supporting this position. If the resulting nitrogen loading from the proposed project requires a partial off-set payment, Section 305, Partial Off-set of Nutrient Control Requirements (of the ordinance) shall be utilized for this purpose. Maximum loading limits are described in this section as well. Under this section, a private mitigation bank (if available in the Haw River watershed) is required to be used as a first measure. If not available, the applicant can mitigate using the NC Ecological Enhancement Program (EEP). A certification for the credits and evidence of the payment must be presented to the Stormwater Administrator.

Declaration and Operations and Maintenance Manual and Budget

A Declaration of Maintenance Covenant and Grant of Protection Easements for Stormwater Control Facilities is required to be recorded at the Chatham County Registrar of Deeds for all BMPs. The purpose of this legal agreement is to ensure that each BMP receives adequate maintenance so that it can satisfactorily perform its pollutant removal function. The agreement also designates the responsible party who shall be in charge of maintaining the BMP. An

Exhibit for each type of BMP shall be attached to the Declaration of Maintenance Covenant and Grant of Protection Easements when it is submitted for approval. The standard format Declaration of Maintenance Covenant and Grant of Protection Easements and Addenda shall be furnished by the Town.

The Town's *Declaration* references a "Stormwater Operations and Maintenance Manual and Budget", which should include maintenance procedures and plans for each proposed stormwater control facility and must be reviewed and approved by the Stormwater Administrator as part of the *Stormwater Discharge Permit* application. The NC Stormwater BMP Manual includes O&M guidelines for stormwater control facilities (BMPs). Sample O&M plans for each type of BMP are included in an appendix of the NC Stormwater BMP Manual, and can be used as templates. The projected annual cost for maintenance is to be listed as the budget for each BMP. This amount will be the basis for the maintenance escrow account balance to maintain. See "Security Submittals and Amounts" section below.

Notes on Recorded Plat

The notes herein are related to stormwater management and the Stormwater Ordinance and are not intended to be in conflict with any other requirements for final plats. The following shall appear on all final plats and shall be recorded with the Chatham County Register of Deeds:

1. The following language shall appear on the final plat regarding BMP maintenance:

"This property contains water quality features that must be maintained according to the Declaration of Maintenance Covenant and Grant of Protection Easements for Stormwater Control Facilities recorded in Deed Book _____ and Page _____."

2. The following language shall appear on the final plat regarding the access easement from the BMP(s) to a public right of way:

"The Access Easement shown is for the purpose of granting access to the Town to carry out all provisions of the Town's Stormwater Ordinance, including but not limited to inspections of the stormwater BMP device(s)."

3. The area of the access easement shall be shown on the final plat.
4. Structural BMP(s) shall be clearly identified with an identification name and number on the final plat.

Access Easement on Recorded Plat

The access easement shown on the final plat shall encompass the structural BMP(s) and shall be of sufficient width to allow access for heavy equipment to enter the site and work around the perimeter of the structural BMP(s). A minimum width of fifteen (15) feet in width shall be provided for the access easement to the structural BMP(s). A minimum additional width

of fifteen (15) feet around the outside perimeter of the structural BMP(s), measured from the top of the bank, shall be provided as a part of the access easement unless otherwise approved by the Town. This easement must remain to be maintained by the owner for access.

Purpose of Security

The Town requires the submittal of a performance security to ensure that the construction of the site BMP(s) are in accordance with the design drawings approved by the Stormwater Administrator. A maintenance security may be required to ensure that, in accordance with the Operation and Maintenance Agreement, the owner takes the required actions to inspect, maintain, repair, and if necessary reconstruct the BMP(s) so that adequate performance is achieved. Maintenance securities will be required where it is deemed appropriate for the public health, safety and welfare.

Security Submittals and Amounts

The performance and maintenance securities may be in the form of a surety bond, irrevocable letter of credit, certified check, or other form of surety approved by the Stormwater Administrator. The construction performance security must be submitted before onsite construction begins. The amount of the construction performance security will be 125% of the total estimated construction cost for the complete installation of the BMP(s). The amount of the construction performance security must be approved by the Stormwater Administrator.

The maintenance security is in the amount listed on the “Stormwater Operations and Maintenance Manual and Budget” form and if required, must be submitted and approved before a certificate of occupancy can be issued. The amount of the maintenance security shall be based upon a reasonable estimate of the annual cost of inspection, operation and maintenance of the BMP(s) approved under the stormwater management permit in accordance with Section 404(B)(2) of the Stormwater Ordinance.

Release of Construction Performance Security

The Town shall perform an onsite inspection to determine if the BMPs have been constructed in accordance with the approved drawings and the requirements of the Stormwater Ordinance. The construction performance security shall not be released until after the Town’s receipt and acceptance of the Certified As-Built Drawings, Certification of Completion, Record of Construction, and the Maintenance Security.

Maintenance Escrow Agreement (if applicable)

For all structural BMPs that are to be or are owned and maintained by an owners’ association, the Town requires the establishment of a maintenance escrow account for the long term maintenance of the BMP(s) which can be spent solely for sediment removal, structural, biological or vegetative replacement, major repair, or reconstruction of the structural BMPs. For those developments the Homeowner’s / Property Owner’s Association Covenants, Conditions and Restrictions and Articles of Incorporation shall be reviewed and approved by the Stormwater Administrator prior to recordation of a plat.

Application Review and Approval

After the Stormwater Administrator has acknowledged receipt of a complete *Stormwater Discharge Permit* Application, the submittal will be reviewed within 30 days. The applicant will either receive a notice that the plans are approved or comments noting deficiencies of the application. If comments are received, the applicant has 60 days to respond with a revised application, after which the revised package will be reviewed by the Stormwater Administrator within 15 days.

After the Town and the Stormwater Administrator have approved the Site Plan and supporting documentation, a letter of approval will be issued, listing applicable conditions which must be met before the *Stormwater Discharge Permit* can be issued. These conditions may typically include the following:

- Payment of the *Stormwater Discharge Permit* Fee and BMP Facility Fees (see Fee Schedule above)
- Town of Pittsboro Maintenance Covenant executed
- Signed and notarized copy of Stormwater Operations Maintenance Manual and Budget
- Posting of performance security (if required)
- Copies of other required permits submitted to the Town, such as evidence of a Sediment and Erosion Control Permit from Chatham County, NCDOT Encroachment Agreement, and Riparian Buffer Authorization.

Post-Project Procedures

After completion of project construction, the permit applicant is required to provide to the Stormwater Administrator:

1. As-built drawings of structural stormwater control measures (BMPs)
2. Certification by the site designer that the project was constructed in compliance with the approved Stormwater Management Plan (see Appendix F).
3. Final plats for review and approval, indicating designated easements*
4. Declaration of Maintenance Covenant and Grant of Protection Easements*

*Must be recorded with the Chatham County Register of Deeds and copies provided to the Stormwater Administrator within 14 days of recordation.

Upon completion of a final inspection and approval, the Stormwater Administrator will then authorize release of the performance security applicable to the BMP installation costs, minus the portion attributable to landscaping, which must be retained for one year

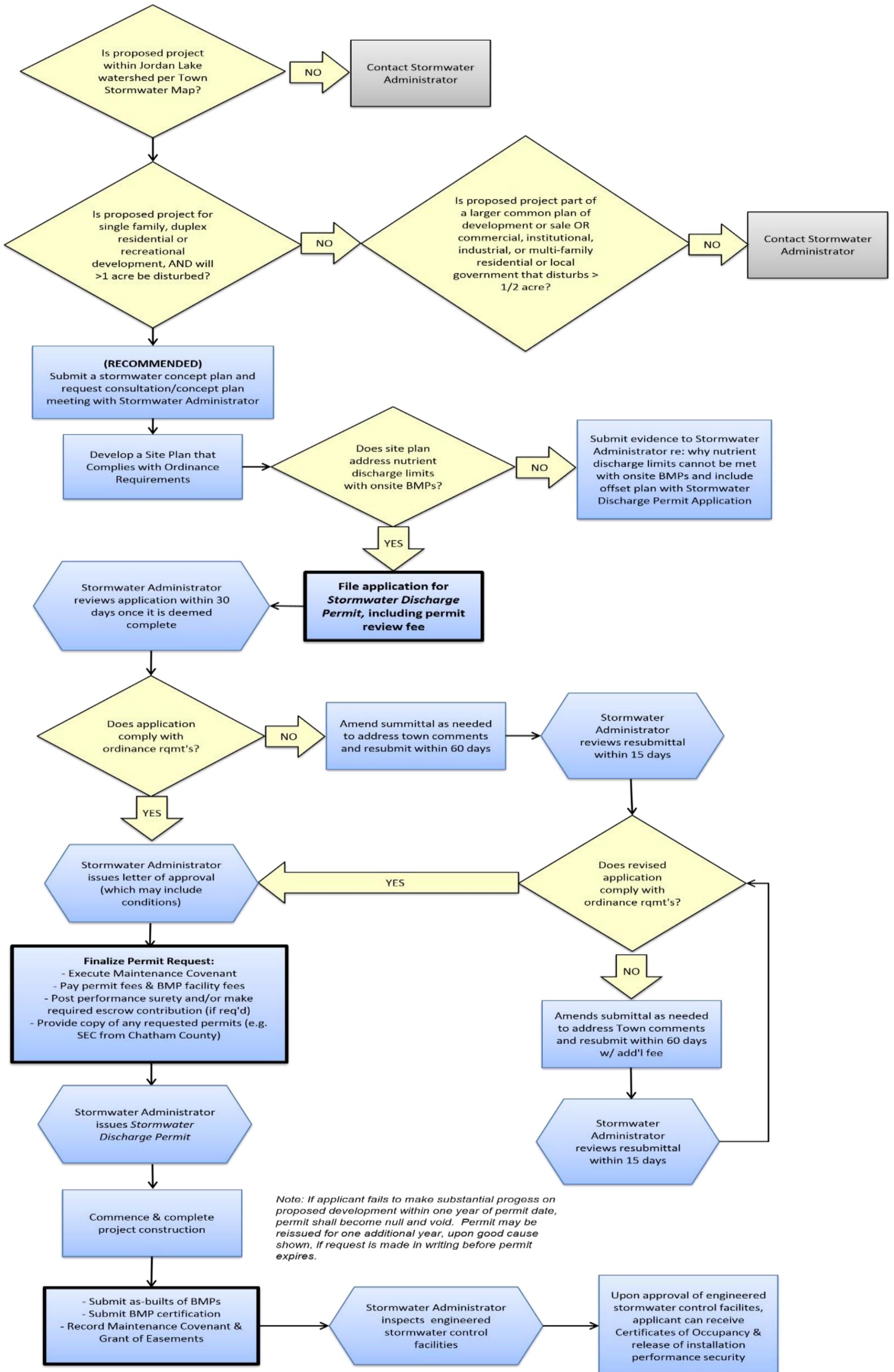
after project completion in order to assure appropriate vegetation per the Stormwater Management Plan. No Certificates of Occupancy will be issued until as-built drawings have been submitted and the final inspection has been conducted by the Stormwater Administrator. However, if the BMP is required to remain in place as a temporary sediment basin, CO's will be issued if no erosion control (land disturbance permit) violations are active and on a case-by-case basis.

The site owner must submit an annual report of BMP inspection and maintenance to the Town's Stormwater Administrator, prepared by one of the following persons performing services only in their area of competence: a qualified registered North Carolina professional engineer, surveyor, landscape architect, soil scientist, aquatic biologist, or person certified by the North Carolina Cooperative Extension Service for stormwater treatment practice maintenance and inspection. A template for annual certification of BMP inspection and maintenance is provided in Appendix G.

BMP inspection, maintenance and repair records are to be maintained and kept for at least five years from the date of creation and made available to the Town of Pittsboro Stormwater Administrator upon request.

APPENDIX A

Flowchart of Permitting Process for Stormwater Discharge Permit



APPENDIX B

Map of Stormwater Program Jurisdictional Boundaries

APPENDIX B



Outside Jordan Lake Basin

64



Vicinity Map

**Hydraulic Unit Code:
03030002060020**

**Hydraulic Unit Code:
03030002060030**

**Hydraulic Unit Code:
03030002060050**

64

Jordan Lake

Outside Jordan Lake Basin

Legend

- Stream
- Roads
- Jordan Lake Basins
- ETJ
- Corporate Limits
- Floodplain

Town of Pittsboro, NC

**Stormwater Program
Jurisdictional Boundaries**

Not to Scale
Created by: WTT/CCL
Checked by: CDJ
Date: 2/23/2015



February 2015

Appendices

APPENDIX C

Application Form for Stormwater Discharge Permit

SUBMITTAL REQUIREMENTS

- **Plan Sets:** 2 copies (Folded)
 - *Must include all items indicated in the Design Manual and the submittal checklist*
- **Stormwater Management Report:** 2 copies (Bound)
 - *Include a digital (.pdf) copy on the submittal CD*
- **Application Fee:** See current fee schedule
 - *Note: Stormwater applications approved with the site plan/preliminary subdivision may be subject to an additional modification fee if changes to the design are required during construction*

PROJECT DESCRIPTION	
Development Name:	_____
Location:	_____
Chatham County PIN:	_____ Parcel ID: _____
Total acres:	_____
APPLICANT/DEVELOPER	
Name:	_____ Phone: _____
Company :	_____
Address:	_____
Email:	_____
PROPERTY OWNER (If different from Applicant)	
Name:	_____ Phone: _____
Address:	_____
Email:	_____
DESIGNER (Must be a NC Engineer/Surveyor/Soil Scientist/Landscape Architect)	
Name:	_____ Phone: _____
Company:	_____
Address:	_____
Email:	_____

PERMIT INFORMATION:

Specify whether project is (check one):

- New
- Modification

If this application is being submitted as the result of a **modification** to an existing permit, list the existing permit number , its issue date (if known) , and the status of construction:

- Not Started
- Partially Completed*
- Completed*

**provide a designer's certification*

Specify the type of project (check one):

- Commercial/Industrial (Including Multi-Family)
- Residential
- Other

Additional Project Requirements (check applicable blanks)

- Chatham County Sedimentation/Erosion Control: _____ acres of Disturbed Area
- NCDENR Dam Safety Permit
- Town of Pittsboro Buffer Disturbance Authorization Certificate
- Town of Pittsboro Floodplain Development Permit
- Receiving Stream Classification
- 404/401 Permit: Proposed Impacts

If any of these permits have already been acquired please provide copies of the approvals with the submittal

Party responsible for the ongoing maintenance of the stormwater system

- Applicant/Developer
- Lessee (Attach copy of lease agreement)
- Future property owner (Attach copy of sales agreement)

PROJECT INFORMATION:

In the space provided below, briefly summarize how the stormwater runoff will be treated.

A copy of the Stormwater Discharge Permit checklist, provided in Appendix D of the Stormwater Administrative Manual, should be included with this application. The "Declaration of Maintenance

Covenant and Grant of Protection Easements for Stormwater Control Facilities” (see Appendix E of the Stormwater Administrative Manual) should be submitted for review and approval with the initial application. An executed agreement must be submitted before the permit can be issued. Following project completion, the document must be recorded with the Chatham County Register of Deeds and a copy provided to the Stormwater Administrator within 14 days of recordation.

Complete the following information for each drainage area. If there are more than four drainage areas in the project, attach an additional sheet with the information for each area provided in the same format as below.

Basin Information	Pre	Post	Net
On-site Drainage Area (sf)	-	-	-
Off-site Drainage Area (sf)	-	-	-
Total Drainage Area (sf)	-	-	-

On-site Impervious Area* Information	Pre	Post	Net
Buildings (sf)	-	-	-
Streets (sf)	-	-	-
Parking (sf)	-	-	-
Sidewalks (sf)	-	-	-
Other (sf)	-	-	-
Future Phases (sf)	-	-	-
Total BUA (sf)	-	-	-

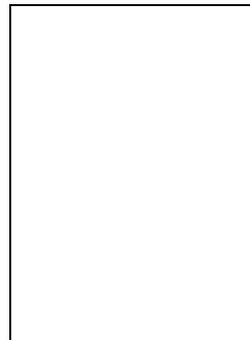
* Impervious area is defined as the built upon area (BUA) including, but not limited to, buildings, roads, parking areas, sidewalks, gravel areas, etc.

DESIGNER’S CERTIFICATION

I, _____, certify that the information included on this permit application form is, to the best of my knowledge, correct and that the proposed project complies with the requirements of the applicable stormwater rules required by the Town of Pittsboro.

Signature: _____

Date: _____



SEAL

APPLICANT/DEVELOPER CERTIFICATION

I, _____, certify that I own this property, or have obtained proper authorization from the owner of the property identified in this permit application, and that the project

will be constructed in conformance with the approved plans, and that the required deed restrictions and protective covenants will be recorded. If applicable, a copy of the lease agreement or pending property sales contract has been provided with the submittal, which indicates the party responsible for the operation and maintenance of the stormwater BMP.

As the legal property owner or duly authorized agent, I acknowledge, understand, and agree by my signature below, to accept responsibility for compliance with the Stormwater Permit. I understand that the operation of a stormwater BMP without a valid permit is a violation of NC General Statute 143-215.1 and may result in appropriate enforcement action including the assessment of civil penalties of up to \$25,000 per day, pursuant to NCGS 143-215.6.

Signature: _____ Date: _____

I, _____, a Notary Public for the State of _____, County of _____, do hereby certify that _____ personally appeared before me this day and acknowledge the due execution of the application for a stormwater permit.

WITNESS my Hand and Official Seal, this the ____ day of _____, 20 ____.

NOTARY PUBLIC

(Seal)

My Commission Expires: _____

PROPERTY OWNER AGENT AUTHORIZATION

Complete this section only if you wish to designate authority to another individual and/or firm so that they may provide information on your behalf for this project.

I, _____, certify that I own the property identified in this permit application, and thus give permission to _____ with _____ to develop the project as currently proposed. A copy of the lease agreement or pending property sales contract has been provided with the submittal, which indicates the party responsible for the operation and maintenance of the stormwater BMP.

As the legal property owner I acknowledge, understand, and agree by my signature below, that if my designated agent, _____, dissolves their company and/or cancels or defaults on their lease agreement, or pending sale, responsibility for compliance with the Pittsboro Stormwater permit reverts back to me, the property owner. As the property owner, it is my responsibility to notify Pittsboro immediately and submit a completed Name/Ownership Change Form within 30 days; otherwise I will be operating a stormwater treatment facility without a valid permit. I understand that the operation of a stormwater treatment facility without a valid permit is a violation of NC General Statute 143-215.1 and may result in appropriate enforcement action including the assessment of civil penalties of up to \$25,000 per day, pursuant to NCGS 143-215.6. Furthermore, I understand that I have ultimate responsibility to ensure that the project is constructed in conformance with the approved plans, and that the required deed restrictions and protective covenants are recorded.

Signature: _____ Date: _____

I, _____, a Notary Public for the State of _____, County of _____, do hereby certify that _____ personally appeared before me this day and acknowledge the due execution of the application for a stormwater permit.

WITNESS my Hand and Official Seal, this the ____ day of _____, 20____.

NOTARY PUBLIC

(Seal)

My Commission Expires: _____

APPENDIX D

Checklist for Stormwater Discharge Permit Application Submittals



Town of Pittsboro, NC

Engineering Department

Stormwater Discharge Permit Submittal Checklist

Note: Stormwater Management construction plans may be submitted as part of the Site Plan review set. Please check that you have addressed the following items before you submit the stormwater plans and supporting documents for review:

- Existing and proposed topography (minimum of two-foot contours)
- Locations of perennial and intermittent streams
- Delineations of FEMA special flood hazard areas and, if applicable, floodway or non-encroachment area limits
- Location and boundaries of other natural feature protection and conservation areas such as wetlands, lakes, ponds, floodplains, and riparian buffers. Also note any setbacks which may be required for environmental protection (e.g., drinking water well setbacks, septic setbacks, etc.)
- Delineation of on-site and off-site drainage areas for each inlet of the proposed stormwater conveyance system
- Natural resources inventory (See Section 203 of the ordinance)
- Relationships of flow paths and drainage patterns to adjacent properties
- Mapping of predominant soils from Chatham County soil survey
- Characterization of existing predominant vegetation
- Proposed limits of disturbance
- Locations of existing and proposed roads, buildings, parking areas and all other impervious surfaces
- Existing and proposed utilities (e.g., water, sewer, gas, electric) and easements
- Locations of existing and proposed utilities: Inlets, manholes, pipelines and other structural features (Include plan and profile including all utilities, pipe sizes and materials, inlets, junctions, discharge locations and end treatment)
- Locations of existing and proposed open channel conveyance features, including natural streams (noted as ephemeral, intermittent or perennial), grassed swales, man-made channels, level spreaders, etc.
- Profiles, cross-sections and details for all proposed open conveyance features and BMP's
- Proposed stormwater structural control measures, with sizes and inverts noted for all structures

- **Stormwater Report Content Requirements**

- **Part 1: Narrative**

- Provide a brief and concise narrative describing existing conditions, using the natural resources inventory as a basis
 - Describe how post-development runoff will be managed to maintain the “pre-development hydrologic response”. (*location, flow and volume of existing runoff*)
 - Describe the proposed development or redevelopment project ie: buildings, parking, open space, built-upon area, impervious surfaces, etc.
 - Describe the non-structural BMP components of the site design to reduce the need for structural BMP’s
 - Describe the considerations and process for the site alternatives analysis and the final BMP’s selected using the guidelines of Chapter 4 of the BMP Manual

- **Part 2. Calculations, Models and Spreadsheets**

- Describe how the project will meet requirements of the Town of Pittsboro Stormwater Management Ordinance for New Development and Redevelopment
 - Provide hydrologic calculations for pre- and post-project peak flows to all outlet locations
 - Provide supporting documentation of calculations for pipe and channel sizing.
 - Provide supporting documentation of calculations for BMP water quality volumes
 - Provide a completed NC DENR BMP Supplement Form for each engineered stormwater control facility
 - Electronic file of Jordan/Falls Lake Stormwater Accounting Tool and/or Storm EZ tool calculations for all stormwater Best Management Practices used for the project. (Must provide hardcopy print outs in 11X17 size sheets with legible font sizes)

Documents for Inclusion in Initial Submittal

- Provide a draft of “*Stormwater Operations and Maintenance Manual and Budget*”, with construction and annual maintenance cost estimates for each proposed stormwater structural control measure (BMP)
- Other documents such as partial off-set payment forms, etc. (if applicable)
- Riparian Buffer Authorization Certificate Application Form

Additional Documents for Submittal Prior to Issuance of Permit

- Executed copy of “Declaration and Maintenance Covenant and Grant of Protection Easements for Stormwater Control Facilities”
- Approved and notarized copy of “Stormwater Operations and Maintenance Manual and Budget”
- Copy of Sedimentation and Erosion Control permit (Land Disturbance Permit from Chatham County)
- Copy of NCDOT Encroachment Agreement (if applicable)
- Copy of Riparian Buffer Authorization (if applicable)
- Copies of federal or state permits as applicable (e.g. Corps 404 approval, NCDENR 401 certification, FEMA approval for CLOMR or No-Rise certification)
- Performance security

Applicable Fees

(See Stormwater Administrative Manual for Fee Schedule)

- Application Review Fee (required with initial submittal, possibly with subsequent modifications under certain conditions)
- Permit Fee
- BMP Facility Fee

APPENDIX E

**Town of Pittsboro Declaration of Maintenance Covenant and Grant of
Protection Easements for Stormwater Control Facilities**

Instrument Prepared By: _____ [1] _____
(Utilizing form drafted by the Town Attorney for the Town of Pittsboro)
Brief Description for Index: _____ [2] _____
Parcel Identifier: _____ [3] _____
Mail after Recording to: Town of Pittsboro
Attn: Town Engineer
P. O. Box ____
Pittsboro, N.C. 27312

**DECLARATION OF MAINTENANCE COVENANT AND GRANT OF
PROTECTION
EASEMENTS FOR STORMWATER CONTROL FACILITIES**

Town of Pittsboro Case or File Number: _____
Name of Development (as shown on recorded plat) _____
Legal Name of Declarant: _____

**STATE OF NORTH CAROLINA
COUNTY OF CHATHAM**

**DECLARATION OF MAINTENANCE COVENANT AND PROTECTION
EASEMENTS FOR STORMWATER CONTROL FACILITIES**

THIS DECLARATION OF MAINTENANCE COVENANT AND GRANT OF PROTECTION EASEMENTS FOR STORMWATER CONTROL FACILITIES (this “Maintenance Covenant”) is established this _____ day of _____, 201_ , by _____, with a mailing address of _____, the “Declarant” (as defined herein), who is the owner of certain real property located in Chatham County, North Carolina, as described further in **Exhibit A** of this Maintenance Covenant (the “Property”), for the benefit of the Declarant, the Responsible Party (as defined herein), all successor Owners (as defined herein) of the Property, their successors, assigns, and heirs, and the Town of Pittsboro. (If the date above is blank, the effective date of this instrument shall be the date of its recordation in the county registry.)

RECITALS

WHEREAS, the Town of Pittsboro, under various state and federal laws, is required to regulate the maintenance of Stormwater Control Facilities (as defined herein) constructed to serve new development within the Town’s planning jurisdiction to ensure that, following initial construction, the Stormwater Control Facilities are operated, maintained, and, to the extent necessary, repaired in accordance with applicable state and federal law; and

WHEREAS, the Town of Pittsboro may be subject to substantial regulatory and financial penalties from the State of North Carolina and the federal government if the above-referenced rules and regulations are not applied to new development occurring within the planning jurisdiction of the Town of Pittsboro; and

WHEREAS, the Town Board of the Town of Pittsboro has determined that, to maintain the Town of Pittsboro’s compliance under applicable state and federal regulations, certain obligations are to be met by developers and subsequent owners of Stormwater Control Facilities constructed to benefit Owners of newly created Lots (as defined herein) in new developments; and

WHEREAS, Declarant, as Owner of the Property (which is part or all of the real property described in Book _____, Page _____, Chatham County Registry), wishes to develop the Property in accordance with the rules, regulations, and laws of the Town of Pittsboro (including conditions of approval as shown in the aforesaid Town of Pittsboro Case Number) and the State of North Carolina; and

WHEREAS, Declarant intends to construct one or more Stormwater Control Facilities that will serve the Property and that will benefit more than one Lot within the Property (or any

portion thereof), thus subjecting the Property to this Maintenance Covenant pursuant to the requirements of Section 408 of the Stormwater Ordinance of the Town of Pittsboro.

WHEREAS, this Agreement has been procured in accordance with the requirements of N.C. General Statutes Chapter 143, Article 21, Part 1, N.C. General Statutes 160A-459, and Section 408 of the Town Stormwater Ordinance.

NOW THEREFORE, in order to comply with the requirements of Section 408) of the Stormwater Ordinance of the Town of Pittsboro, the Declarant hereby establishes this Maintenance Covenant in order to encumber, restrict, and obligate the Property and any successor Owners of the Property (or any portion thereof) to the terms, conditions, and obligations herein.

Article I Definitions, Construction, and Amendment

1. Definitions. As used in this Maintenance Covenant, the following words and terms have the following definitions.

- (a) "Association" is defined as the entity organized and operated under the laws of the State of North Carolina as the homeowners' or property owners' association for the Property (if applicable).
- (b) "Town" or "Town of Pittsboro" is defined as the Town of Pittsboro, North Carolina, a North Carolina municipal corporation.
- (c) "Town Approval" is defined as the written approval of the Town of Pittsboro, as given by the Director of Planning or his deputy on the applicable document or plat.
- (d) "Code" is defined as the Pittsboro Town Code of Ordinances, including, but not limited to, the Stormwater Ordinance, as it may be amended from time to time, and includes all duly adopted regulations, rules, directives, and policies of the Town pursuant to or in furtherance of the Code.
- (e) "Declarant" is defined as the Person identified as the Declarant hereinabove and its successors and assigns, and includes any Person who has the powers of a Declarant established in a Subsequent Document, and its successors, heirs, and assigns.
- (f) "Development" is defined as the real property approved for development by the Town under the Town of Pittsboro Case or File Number shown on the first page of this Maintenance Covenant. The Property may be part or all of the real property that constitutes the Development.
- (g) "Governmental Authority" (or "Governmental Authorities") is defined as the Town, the County (or Counties, if applicable) in which the Property is located, the State of North Carolina, the United States of America and all other governmental entities and quasi-governmental entities that have jurisdiction over the Property or any part thereof, and all applicable departments and agencies of any of them, whichever is/are applicable.
- (h) "Lot" or "Parcel" is defined as any portion of the Property, together with any improvements thereon, which are shown upon any recorded plat of any part or all of

the Property, and which is not any of the following: dedicated street rights-of-way; or greenway, open space, or park lands owned in fee simple by the Town.

(i) "Maintain", "Maintenance", "Maintaining", or any similar term used herein is defined to include any one or more of the following, as the context requires: acquisition, purchase, construction, re-construction, installation, maintenance, inspection, examination, upkeep, cleaning, renewal, alteration, repair, replacement, repainting, remodeling, restoration, removal, improvement, administration, operation, use, planting, mowing, cutting, trimming, pruning, fertilizing, watering and preservation.

(j) "Maintenance Covenant" is defined as this document, together with all exhibits and amendments to this document.

(k) "Owner" is defined as the record Owner, whether one or more Persons, of fee simple title to any Lot, but excluding those having an interest in a Lot solely as security for the performance of an obligation or a tenant.

(l) "Person" is defined to include any natural person, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, Governmental Authority (including the Town), or other entity.

(m) "Parcel" is defined as "Lot", above.

(n) "Property" (or "Properties") is defined as all of the real property which is subject to any part or all of the terms of this Maintenance Covenant, as described in **Exhibit A**, attached hereto, as it may be amended, and incorporated herein by reference.

(o) "Registry" is defined as the office of the Register of Deeds (or any successor office under applicable law) for the North Carolina County or Counties in which deeds, plats, easements, mortgages and deeds of trust for the Property are recorded. All references herein to recording or to any requirement to record a document or plat refer to recording in the Registry of the County or Counties in which the applicable portion of the Property is situated.

(p) "Responsible Party" is defined as an Association or a commercial Lot Owner that is responsible for Maintenance of the Stormwater Control Facilities following transfer of such responsibility from the Declarant to the Association or commercial Lot Owner by deed or easement. Until such point that the title to the Stormwater Control Facilities is transferred, by deed or easement, to an Association of commercial Lot Owner, the Responsible Party shall be the Declarant.

(q) "Stormwater Control Facilities" is defined as one or more of the following devices and measures, together with associated private drainage easements utilized for conveying stormwater (however identified on a plat or in a document) that serves the Property and which are located outside of public street rights-of-way and drainage easements accepted into public use by the Town, including, but not limited to, conduits, inlets, channels, pipes, level spreaders, ditches, grassed swales, sand filters, wet ponds, dry detention basins, wetlands, permanently protected undisturbed open space areas (or similarly designated areas, such terms to be used interchangeably in this Maintenance Covenant), bio-retention areas, retention or detention ponds, and other devices and measures, necessary to collect, convey, store, and control stormwater runoff and pollutants for more than one (1) Lot in the Property.

- (r) “Stormwater Operations Maintenance Manual and Budget” or “Stormwater Operations and Maintenance Manual and Budget” is defined as that manual, however named, approved by the Town that documents the requirements for the Maintenance of the Stormwater Control Facilities and the projected annual costs for such Maintenance.
- (s) “Subsequent Document” is defined as any document, map, or plat affecting or encumbering the Property or any portion thereof that is recorded in the Registry after this Maintenance Covenant is recorded in the Registry.

2. Applicability. The Property, this Maintenance Covenant and all provisions of Subsequent Documents and other separately recorded instruments applicable to the Property (or any portion thereof) are subject to the ordinances, regulations, and rules of the Town, and shall be construed in accordance with all of the applicable provisions of the Code, whether or not such Code provisions are specifically referenced in this Maintenance Covenant or in any Subsequent Document. It shall be the responsibility of the Responsible Party and each Owner of each portion of the Property to comply with all provisions of the Code applicable to such portion of the Property. No Subsequent Document may avoid, vary, negate, or waive the obligations and rights of the Declarant, any Owner, or the Responsible Party without amendment to this Maintenance Covenant (with Town Approval, as provided in Article I, Section 4) to allow such avoidance, variation, negation, or waiver.

3. Conflicts.

- (a) The provisions of the Code control over any inconsistent provisions of this Maintenance Covenant or any Subsequent Document.
- (b) As applicable provisions of the Code are amended, modified, revised, deleted, or moved to different sections, this Maintenance Covenant is deemed to be revised so as to conform to the provisions of the Code as they may exist from time to time and are applicable to the Property or any part thereof.
- (c) The provisions of this Maintenance Covenant shall control over any inconsistent provisions of any Subsequent Documents unless this Maintenance Covenant is amended, with Town Approval as provided in Article I, Section 4 below, to allow subordination of this Maintenance Covenant to the Subsequent Document. To the extent that any Subsequent Document affecting the Property conflicts with the provisions of the Code or the General Statutes of the State of North Carolina, the conflicting provision shall be automatically cured to comply with the Code and the General Statutes of the State of North Carolina. To the extent that the requirements of the Code and the General Statutes of the State of North Carolina conflict, the more stringent provision shall prevail and apply.
- (d) Notwithstanding any other provision of this Maintenance Covenant, any provision of this Maintenance Covenant or Subsequent Document that is more restrictive than an applicable provision of the Code is not an inconsistent provision of this Maintenance Covenant unless the Code specifically provides otherwise, and is not deemed revised to conform to the Code.
- (e) To the extent that definitions or provisions in a Subsequent Document are different than the definitions or provisions utilized in this Maintenance Covenant yet bear a similar meaning the provisions of this Maintenance Covenant shall apply as if the

defined term or provision of this document was utilized. Specific exceptions to this provision may only be achieved through amendment to this Maintenance Covenant as provided in Article I, Section 4.

(f) If additional Maintenance Covenants are recorded for the Development, those additional Maintenance Covenants shall have the priority of this Maintenance Covenant with respect to Subsequent Documents.

(g) Allocation of assessment obligations among Owners in any Subsequent Document does not constitute a conflict with this Maintenance Covenant. Provided, however, the rights of the Town in this Maintenance Covenant, including, without limitation, the rights of the Town to enforce liens and collect monies from Owners and any Association, shall not be impaired or adversely affected by any such allocation of assessment obligations in any Subsequent Document.

4. Amendment of Maintenance Covenant.

(a) Amendments to this Maintenance Covenant are valid from the time of recording in the Registry. Any amendment of this Maintenance Covenant must have prior Town Approval. Any amendment of this Maintenance Covenant that requires Town Approval is void *ab initio* if recorded without the required Town Approval. Any amendment to an exhibit attached and incorporated into this Maintenance Covenant will similarly require an amendment to this Maintenance Covenant.

(b) During the first ten (10) year period following the date of the recording of this Maintenance Covenant in the Registry, the Declarant may amend this Maintenance Covenant with Town Approval and without the consent or joinder of any other Person, so long as Declarant owns any portion of the Property.

(c) If the amendment provisions of Section 4(b), above, are no longer applicable to the Property, this Maintenance Covenant may be amended with the consent of two-thirds (2/3) of the Owners of Lots within the Property and with Town Approval.

Article II

Obligations of the Pittsboro Town Code for Stormwater Control Facilities and Maintenance

1. Construction of Stormwater Control Facilities. The Declarant shall be responsible for the construction of the Stormwater Control Facilities and the Declarant will be responsible for the Maintenance thereof in accordance with the Stormwater Operations and Maintenance Manual and Budget prior to conveying title of the Stormwater Control Facilities, their appurtenances, and vegetation to the Responsible Party by deed or easement. The Stormwater Control Facilities must be constructed in accordance with all applicable laws, ordinances, regulations, rules, and directives of Governmental Authorities, including, but not limited to, the Code, and the Stormwater Control Facilities must perform as designed.

2. Maintenance of Stormwater Control Facilities. Following conveyance to the Responsible Party by the Declarant, Stormwater Control Facilities shall be Maintained by the Responsible Party in accordance with the Stormwater Operations and Maintenance Manual and Budget. At all times, the Stormwater Control Facilities must comply with all applicable laws, ordinances, regulations, rules, and directives of Governmental Authorities, including, but not limited to,

the Code, and the Stormwater Control Facilities must perform as designed. The Stormwater Operations and Maintenance Manual and Budget must meet all applicable requirements of the Code.

3. Location of Stormwater Control Facilities. A description of the portions of the Property where the Stormwater Control Facilities are located, including all private drainage easements conveying stormwater over, under, across, through, and upon the Property to and from the Stormwater Control Facilities, is provided in **Exhibit B**, attached hereto and incorporated herein by reference.

4. Drainage Easement. The Declarant dedicates, establishes and declares to and for the benefit of each Lot within the Property (or any portion thereof):

(a) the perpetual, irrevocable and non-exclusive easement, right and privilege to discharge, transport, and store stormwater from any portion of the Property into, over, under, across, through and upon the Stormwater Control Facilities and private drainage easements as described in **Exhibit B**, and

(b) the perpetual, irrevocable and non-exclusive easement, right and privilege to use and Maintain Stormwater Control Facilities, including the right of access to and from the Stormwater Control Facilities, including private drainage easements and other portions of the Property as reasonably necessary to Maintain the Stormwater Control Facilities; and

5. Relocation of Drainage Easements.

(a) Private drainage easements situated on the Property may be relocated only by a written agreement signed by the Responsible Party that is responsible for Maintenance of the Stormwater Control Facilities associated with such private drainage easements and by the Owners of all portions of the Property on which the private drainage easement then is located, and by the Owners of all portions of the Property on which the private drainage easement is to be relocated. The consent of tenants, mortgagees, and beneficiaries and trustees under deeds of trust with respect to the affected portions of the Property shall not be required for the relocation to be effective. All relocations of a private drainage easement shall be accompanied with a letter sealed by a professional engineer licensed in the State of North Carolina stating that the relocated private drainage easement will not cause any adverse stormwater runoff unto the benefitted and/or adjoining properties.

(b) Notwithstanding anything herein to the contrary, no relocation of any private drainage easement shall be valid without prior Town Approval. Any relocation without the required Town Approval is void *ab initio*.

(c) Relocation of a private drainage easement is valid from the later of the time of either recording of the plat or other instrument of relocation in the Registry or such later date specified therein.

6. Stormwater Control Facilities Maintained by an Association.

(a) If an Association is responsible for the Maintenance of the Stormwater Control Facilities, then membership in the Association shall be mandatory for each Parcel served by the Stormwater Control Facilities and any successor Owner of the Parcel with membership being appurtenant to the Lot and running with ownership of the Lot. The Association shall have the power to levy assessments for the costs and expenses of Maintaining the Stormwater Control Facilities. All assessments required by this section that are levied against a Lot that remain unpaid shall become a lien on that Lot. (Calculation of the assessment charge shall be set forth in a subsequent recorded document.)

(b) Any Association that is the Responsible Party for the Maintenance of Stormwater Control Facilities shall be established in accordance with Chapters 47C or 47F of the North Carolina General Statutes (or successor statutes) and the Association declaration shall conform to this Maintenance Covenant and to Section 408 of the Stormwater Ordinance (or its successor provision). Compliance with these terms shall be through Subsequent Documents executed and recorded by the Owners of the Property at a later date.

(c) If an Association is responsible for Maintaining the Stormwater Control Facilities, the costs and expenses of Maintaining any Stormwater Control Facilities (including any costs of complying with the terms of this Maintenance Covenant) shall be common expenses of the Association and shall include, without limitation, all costs for insurance premiums associated with the Stormwater Control Facilities and any other costs listed in the operations and maintenance budget established in the Stormwater Operations and Maintenance Manual and Budget.

7. Stormwater Control Facilities Maintained by a Commercial Lot Owner.

(a) If a commercial Lot Owner is responsible for Maintenance of the Stormwater Control Facilities, said Owner is responsible for making all repairs and replacements of the Stormwater Control Facilities in accordance with the construction drawings approved by the Town and the Stormwater Operations and Maintenance Manual and Budget.

(b) Each Parcel served by the Stormwater Control Facility and any successive Owner of any Parcel shall be subject to an assessment charge levied by the designated responsible commercial Lot Owner. The assessment charge shall include, without limitation, the actual costs for Maintaining the Stormwater Control Facility, all costs for insurance premiums associated with the Stormwater Control Facility, and other costs listed in the Stormwater Operations and Maintenance Manual and Budget. Calculation of the assessment charge shall be set forth in a subsequent recorded document. Any assessment charge levied against a Lot and remaining unpaid for a period of thirty (30) days or longer after the payment due date shall be delinquent and shall constitute a default of this Maintenance Covenant entitling the Lot Owner responsible for Maintenance of the Stormwater Control Facilities to bring an action at law against the defaulting party plus interest charges, together with all costs and expenses of collection incurred, such as without limitation, court costs and reasonable

attorney fees actually incurred. Each Parcel Owner served by the Stormwater Control Facility shall have the right to Maintain, repair, and replace the Stormwater Control Facility if after forty-five (45) days written notice the commercial Lot Owner responsible for Maintenance, repair, and replacement fails to faithfully discharge its responsibility. The Parcel Owner doing the work shall have the same right as the designated commercial Lot Owner has to assess the other Lots served by the Stormwater Control Facility.

(c) At any time the commercial Lot Owner responsible for the Maintenance of Stormwater Control Facilities may assign its responsibilities and rights to a property owners association established in accordance with Chapters 47C or 47F of the North Carolina General Statutes or successor statutes, in which instance the Owners of the Parcels served by the Stormwater Control Facilities shall be members of the created property owners association.

8. Insurance. As part of the routine costs and expenses of Maintaining the Stormwater Control Facilities, the Responsible Party must procure and maintain liability insurance in an amount no less than \$1,000,000.00 for the protection of the Stormwater Control Facilities.

9. Penalties Associated with Failure to Maintain Stormwater Control Facilities. Operation and Maintenance of the Stormwater Control Facilities must comply with all relevant provisions of the Code. Failure to Maintain the Stormwater Control Facilities in accordance with the Stormwater Operations and Maintenance Manual and Budget and any applicable regulation of a Governmental Authority is a violation of the Code and may subject each Lot Owner and the Responsible Party to significant daily civil penalties and other enforcement actions by the Town of Pittsboro and/or other Governmental Authorities, including assessments.

10. Joint and Several Liability. Each Owner shall be jointly and severally responsible for Maintenance of the Stormwater Control Facilities, including payment of any unpaid *ad valorem* taxes, public assessments for improvements, and unsafe building and public nuisance abatement liens charged against the Stormwater Control Facilities and Lots benefited by those Stormwater Control Facilities, and including all interest charges thereon, together with the costs and expenses of collection incurred by themselves (or other collecting agent), including court costs and reasonable attorney's fees actually incurred. Each Owner has a right of contribution against all other Owners whose portions of the Property are served by the same Stormwater Control Facilities for payment of such costs and expenses to the extent that the Owner having such right of contribution pays more than such Owner's pro rata share thereof, such pro rata share being determined either by other assessment provisions for Maintenance of Stormwater Control Facilities established in Subsequent Documents or by dividing the acreage of such Owner's portion of the Property served by the Stormwater Control Facilities by the total acreage of the portion of the Property served by the same Stormwater Control Facilities when no maintenance assessments apply to the Property.

11. Permanently Protected Undisturbed Open Space Areas. Within any permanently protected undisturbed open space areas (and similarly designated areas) shown on any recorded plat of any portion of the Property, there must not be any land disturbing activity, any placement of

impervious surfaces, any tree disturbing activity (as defined in the Code), any removal of vegetation, any new development or expansion thereof, or new use, construction, or encroachment without first obtaining a watercourse buffer permit from the Town.

Article III Rights Granted to Town of Pittsboro

1. Action for Specific Performance. Recognizing the consequences to the Town of Pittsboro of non-compliance with the obligations of this Maintenance Covenant, Declarant hereby grants the Town of Pittsboro the right to seek, in any court of appropriate jurisdiction, judicial action for specific performance of any of the obligations established within this Maintenance Covenant. This right of the Town shall not limit any other remedies or enforcement options available to the Town under this Maintenance Covenant, the Code, or any other applicable law, including later adopted ordinances or statutes that may supplement or supersede the requirements stated herein.

2. Grant of Easements.

(a) Declarant hereby dedicates and Grants unto the Town a permanent, non-exclusive and irrevocable easement over the Lots, Stormwater Control Facilities, and private drainage easements for the purpose of permitting Town inspection and, if deemed necessary, as determined by the Town, in its sole discretion, for Maintenance and other work on the Stormwater Control Facilities (the "Protection Easement").

(b) Declarant hereby dedicates and grants to the Town a permanent, irrevocable, and nonexclusive right of ingress, egress, and regress over and across all public or private easements on the Property, including, but not limited to, private roads, for Maintenance and other work on the Stormwater Control Facilities (the "Access Easement"). The rights granted to the Town in this subsection shall extend to employees, agents, and contractors of the Town.

3. Use of Protection and Access Easements. The Town, its officers, employees, contractors and agents may access the Property and enter the Stormwater Control Facilities for purposes of exercising the Town's rights hereunder. This Maintenance Covenant shall in no way obligate the Town to monitor and Maintain the Stormwater Control Facilities, and the Town shall not be liable to any person, firm, partnership, company, corporation, governmental agency, or entity for the condition or operation of the Stormwater Control Facilities. Further, this Maintenance Covenant shall in no way diminish, limit, or restrict the right of the Town to enforce any of its ordinances as permitted by law or to exercise any rights or powers granted to it.

4. Town Right to Maintain and Repair Stormwater Control Facilities and Right of Reimbursement.

(a) If Stormwater Control Facilities serving any portion of the Property are not performing adequately or as intended or are not properly maintained or replaced, the Town, in its sole discretion, may, after providing written notice to the Lot Owners and

the Responsible Party, enter the Property and perform Maintenance of the Stormwater Control Facilities as is necessary to remedy the situation.

(b) The Town shall be fully reimbursed for its costs of inspecting, monitoring, designing, constructing, repairing, reconstructing, replacing, and installing the Stormwater Control Facility or Stormwater Control Facilities. Such costs shall include the costs of administration, overhead, contracting, and public advertising associated with the work performed by the Town pursuant to this Article.

(c) In addition to any other rights the Town has to be reimbursed for its costs, the Town may levy an assessment against each Lot served by the noncompliant Stormwater Control Facility. No assessment will be levied by the Town without prior notice to the affected Lot Owners. Any unpaid assessment levied by the Town shall be, as allowed by law, a lien against any delinquent Lot.

5. **Town Right to Private Assessments.** In addition to all other remedies set forth in this Maintenance Covenant, the Declarant assigns to the Town any powers or rights of assessment that presently exist or that may be created (including those created through a Subsequent Document) for purposes of funding common expenses for services benefitting the Lots (including those of an Association and including any assessments for Maintenance of Stormwater Control Facilities). The Declarant also appoints the Town as attorney-in-fact for the express purpose of assessing and pursuing the collection of unpaid costs incurred by the Town in its Maintenance of any Stormwater Control Facility serving any of the Lots. The Town shall not exercise the assignment and appointment herein until all of the following occur:

(a) The Town has not been fully reimbursed for any costs associated with Maintenance performed by the Town (or its contractors) to any Stormwater Control Facility serving any portion of the Property.

(b) The Town has provided the Responsible Party written notice requesting full payment and full reimbursement has not been made to the Town within thirty (30) days of this notice.

(c) At least sixty (60) days prior written notice of the assignment of assessment rights is provided to the Responsible Party (and the members of the Association if an Association is the Responsible Party). The Declarant further assigns to the Town the right to compel the Responsible Party to ratify such assignment of assessment rights and appointment as are made in this section at a later date and to, if deemed necessary at the Town's sole discretion, make a similar assignment in the future prior to the Town commencing any Maintenance on any Stormwater Control Facility.

6. **Provision of Membership Roster.** If an Association is the Responsible Party, the Association shall, upon demand by the Town, provide the Town with a list of all members of the Association and the mailing address for each member that that the Association utilizes to communicate with its membership. This list must be provided within thirty (30) days of the Town's demand.

7. No Public Adoption.

(a) The Town's exercise of its rights under this Maintenance Covenant, or its abatement of a public nuisance, or its repair of unsafe structures does not constitute adoption of any Stormwater Control Facility by the Town. The legal authority of the Town is not intended to impede or prohibit the Responsible Party or any Lot Owners from taking all necessary actions to Maintain the Stormwater Control Facilities so that they function safely and perform the function for which they were created.

(b) The Town is not obligated to monitor or Maintain any Stormwater Control Facility and the Town shall not be liable to any person or entity for the condition or operation of any Stormwater Control Facilities.

**Article IV
Subordination**

1. Subordination.

(To protect the interests of the Town of Pittsboro and the public at large, any existing deeds of trust, mortgages, or liens encumbering the Property, other than property tax liens for the current tax year or governmental improvement assessment liens, must be subordinated to this Maintenance Covenant. If no such encumbrances exist, the following representation must be checked by the Declarant. Otherwise, such encumbrances must be listed and the Maintenance Covenant must be executed by the beneficiary and trustee, mortgagee, or lien holder to evidence such subordination.)

[14] DECLARANT REPRESENTS THAT NO SUPERIOR DEEDS OF TRUST, MORTGAGES, OR LIENS (OTHER THAN PROPERTY TAX LIENS FOR THE CURRENT TAX YEAR OR GOVERNMENTAL IMPROVEMENT ASSESSMENT LIENS) ENCUMBER OR AFFECT THE PROPERTY AT THE TIME OF THE EXECUTION AND RECORDING OF THIS MAINTENANCE COVENANT, OR THAT IF ANY OF THE FOREGOING EXIST AND ARE NOT BEING SUBORDINATED BY THE DEED OF TRUST BENEFICIARY AND TRUSTEE, MORTGAGEE, OR LIEN HOLDER BY EXECUTION OF THIS MAINTENANCE COVENANT, DECLARANT HAS AN OWNER'S POLICY OF TITLE INSURANCE THAT EITHER INSURES THE PROPERTY WITHOUT EXCEPTION FOR SUCH ENCUMBRANCE OR THAT PROVIDES AFFIRMATIVE COVERAGE WITH RESPECT TO SUCH ENCUMBRANCE AND, IN SUCH EVENT, A COPY OF SUCH TITLE INSURANCE POLICY HAS BEEN GIVEN TO THE TOWN.

(If the box above is not checked, the subordination section on the signature pages must be completed and signed by the appropriate parties.)

Article V
Miscellaneous

1. Notice. Written notice as required hereunder shall be provided to the Town of Pittsboro at Post Office Box ____, Pittsboro, N.C. 27312, Attention: Town Engineer and to the Declarant at _____ . Once the Declarant transfers, by deed or easement, responsibility for Maintenance of the Stormwater Control Facilities to the Responsible Party, the address for notice to the Responsible Party shall be provided to the Town in writing, directed to the address listed above. The Town may elect to notify the Responsible Party at either (i) the mailing address for the Responsible Party provided to the Chatham County Tax Assessor; or (ii) the registered agent of the Responsible Party on file with the Corporations Division of the Secretary of State's Office, either of which shall be deemed to comply with any notice requirements of this Maintenance Covenant. Where notice must be provided to individual Lot Owners (as members of an Association), such notice shall be sent to the Owner of that Lot as shown on the county tax listing first class mail. Written notice shall be deemed received four (4) days following its deposit, first class mail, with the United States postal system. All mailings required by this Article shall be sent via the United States Postal Service.

2. Term. This Maintenance Covenant shall continue as a servitude running in perpetuity with the Property.

3. Severability. If any provision of this Maintenance Covenant shall be deemed invalid by a judgment, order, or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining provisions of this Maintenance Covenant.

4. No Merger. The rights, privileges and easements in this Maintenance Covenant shall not merge by operation of law or terminate but shall remain in full force and effect despite the fact that the same Owner may own title to all the real properties which are affected by this Maintenance Covenant.

5. No Waiver. The failure of any Owner, an Association, a Responsible Party, or the Town in any one or more instances to insist upon compliance with any provision or covenant herein or to exercise any right or privilege herein shall not constitute or be construed as a waiver of such or any similar provision, covenant, right or privilege including the right to cure a breach or default, but the same shall continue and remain in full force and effect, as if no such forbearance had occurred.

Article VI
Execution

TO HAVE AND TO HOLD the covenants agreed to and the terms, conditions, obligations and restrictions imposed herein shall be binding upon the Declarant, its successors and assigns, and shall continue as a servitude running with the land in perpetuity. Declarant covenants that it is vested of the Property in fee simple, has the right to convey the same in fee simple, that the Property is free from encumbrances except as herein stated or subordinated

herein, and Declarant will warrant and defend such title to the same against claims of all persons whatsoever. Title to the Property is subject to the following: all utility rights of way and easements recorded in the Registry; plats of any part or all of the Property recorded in the Registry; and restrictive covenants affecting any part or all of the Property that were recorded in the Registry prior to the recording of the deed to the Declarant that conveyed the Property to the Declarant. Declarant acknowledges that the Town of Pittsboro is acting in reliance on Declarant's authority to enter into this Maintenance Covenant and the terms, conditions, obligations, and restrictions imposed herein in its authorization to subdivide the Property and in the issuance of any permits or development approvals associated with any construction of improvements on the Property and that the Town of Pittsboro may suffer irreparable harm from the violation of the covenants, restrictions, and obligations established herein.

(SIGNATURE PAGES FOLLOW)

[Declarant Signature Page]

IN WITNESS WHEREOF, Declarant hereby executes this Maintenance Covenant under seal as of the day and year first above written.

DECLARANT:

By: _____ (SEAL)
Name: _____
Its: Manager

NORTH CAROLINA
CHATHAM COUNTY

DECLARANT
ACKNOWLEDGMENT

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: (_____)

Date:
My Commission Expires: _____
Notary Public

_____ Print Name:
[Affix Notary Stamp or Seal]

[The next page is the subordination signature page.]

[Subordination Signature Page]

_____, as Trustee, and _____, as Beneficiary, under that certain Deed of Trust recorded in Book _____, Page _____ Chatham County Registry, North Carolina, join in this Maintenance Covenant for the sole purpose of expressing their consent hereto and of binding, subjecting and subordinating said Deed of Trust and their interest in the Property to the terms, covenants and conditions of this Agreement.

TRUSTEE:

By: _____ (SEAL)

Name: _____

Its: _____ (Title)

BENEFICIARY:

By: _____ (SEAL)

Name: _____

Its: _____ (Title)

[Notary acknowledgments for the Trustee and Beneficiary follow this page.]

NORTH CAROLINA
CHATHAM COUNTY

TRUSTEE
ACKNOWLEDGMENT

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

(Print name of signatory in blank)

Date:

My Commission Expires: _____

Notary Public

_____ Print Name:

[Affix Notary Stamp or Seal]

NORTH CAROLINA
CHATHAM COUNTY

BENEFICIARY
ACKNOWLEDGMENT

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

(Print name of signatory in blank)

Date:

My Commission Expires: _____

Notary Public

_____ Print Name:

[Affix Notary Stamp or Seal]

Exhibit A
Description of Property

Exhibit B
Description of Stormwater Control Facilities
and Drainage Easements

APPENDIX F

Application Form for Stormwater BMP As-Built Acceptance

SUBMITTAL REQUIREMENTS

- **Completed Forms & Documentation: 2 copies**
 - *Application Form, Signed & Sealed by certifying professionals, completed submittal checklist, and associated documentation*
- **Plan Sets: 2 copies (Folded)**
 - *Must include strike-through updates of all items on the approved Construction Drawing plan sheet*
- **Stormwater Management Report: 2 copies (Bound)**
 - *Must include strike-through updates of all items in the report approved with the Construction Drawings*
 - *Include a digital (.pdf) copy on the submittal CD*

PROJECT DESCRIPTION

Development Name: _____

Location: _____

Chatham County PIN: _____ Parcel ID: _____

Total acres: _____

Stormwater Permit Number: _____

BMP ID(s) _____

APPLICANT/DEVELOPER

Name: _____ Phone: _____

Company : _____

Address: _____

Email: _____

PROPERTY OWNER (If different from Applicant)

Name: _____ Phone: _____

Address: _____

Email: _____

DESIGNER (Must be a NC Engineer/Surveyor/Soil Scientist/Landscape Architect)

Name: _____ Phone: _____

Company: _____

Address: _____

Email: _____

Complete the following checklist to ensure all applicable items are included with the submittal.

Description (provide one copy of each item)	Provided	N/A	Reviewer*
Plan Set with updated survey & constructed facility data**	<input type="checkbox"/>	<input type="checkbox"/>	
Updated Stormwater Report with constructed data***	<input type="checkbox"/>	<input type="checkbox"/>	
Geotechnical Certification and associated Field Inspection Reports	<input type="checkbox"/>	<input type="checkbox"/>	
Shallow High Water determination	<input type="checkbox"/>	<input type="checkbox"/>	
Soil Media Mix testing and gradation certification	<input type="checkbox"/>	<input type="checkbox"/>	
Copy of Recorded BMP Operation & Maintenance Agreement	<input type="checkbox"/>	<input type="checkbox"/>	
Confirmation of Maintenance Security	<input type="checkbox"/>	<input type="checkbox"/>	
Copy of the Approved Stormwater Permit	<input type="checkbox"/>	<input type="checkbox"/>	
Copy(s) of approved revisions	<input type="checkbox"/>	<input type="checkbox"/>	
Application Fee: Amount =	<input type="checkbox"/>	<input type="checkbox"/>	

*For Office Use Only

**Design info shall be stricken, survey points shown, and design storm elevations shown as contours in the plan view of the facility

***Design info shall be stricken

Complete the following information for each BMP identified. If there are more than three BMPS in the project simply attach additional sheets.

BMP Information	BMP ID		BMP ID		BMP ID	
	Approved*	As-Built	Approved*	As-Built	Approved*	As-Built
BMP Type	-	-	-	-	-	-
Total Drainage Area (sf)	-	-	-	-	-	-
On-site Drainage Area (sf)	-	-	-	-	-	-
Off-site Drainage Area (sf)	-	-	-	-	-	-
Impervious Area (sf)	-	-	-	-	-	-
% Impervious Area (total)	-	-	-	-	-	-
1" Water Quality Volume (cf)	-	-	-	-	-	-
1" WQV Elevation (ft)	-	-	-	-	-	-
1" WQV Drawdown (days)	-	-	-	-	-	-
1-Yr Storm Runoff Rate (cfs)	-	-	-	-	-	-
1-Yr Storm Runoff Elev. (ft)	-	-	-	-	-	-
10-Yr Storm Runoff Rate (cfs)	-	-	-	-	-	-
10-Yr Storm Runoff Elev. (ft)	-	-	-	-	-	-
100-Yr Storm Runoff Rate (cfs)	-	-	-	-	-	-
100-Yr Storm Runoff Elev. (ft)	-	-	-	-	-	-
100-Yr Freeboard (ft)	-	-	-	-	-	-

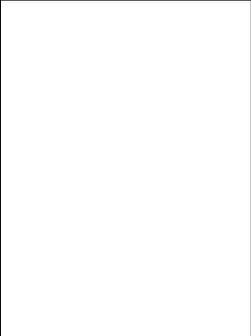
*Provide information from the approved Stormwater Management Report, including any revisions. Any variations from this must be noted and brought to the attention of the Stormwater Administrator prior to submittal

DESIGNER'S CERTIFICATION

I, _____, certify that the information included on this As-built Acceptance application form is, to the best of my knowledge, correct and that the project has been constructed in conformance with the approved plans and that the proposed project complies with the requirements of the applicable stormwater rules required by the Town of Pittsboro.

Signature: _____

Date: _____



SEAL

SURVEYOR INFORMATION (if different from Designer)

Surveyor's Name: _____

Surveying Firm: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

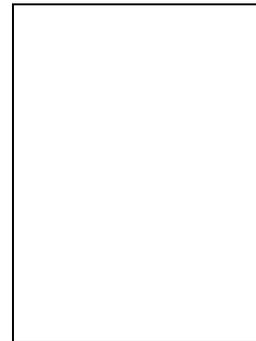
Email: _____

SURVEYOR'S CERTIFICATION

I, _____, certify that the information included with this application form is, to the best of my knowledge, correct and complies with the requirements of the applicable stormwater rules required by the Town of Pittsboro.

Signature: _____

Date: _____



SEAL

APPENDIX G

Form for Annual Certification of BMP Inspection and Maintenance

Annual Certification of BMP Inspection and Maintenance

Town of Pittsboro
635 East Street Pittsboro, NC 27312
Phone: (919) 542-4621 Fax: (919) 542-7109

DATE OF INSPECTION: _____

<p>PROPERTY DESCRIPTION</p> <p>Development Name: _____</p> <p>Location: _____</p> <p>Chatham County PIN: _____ Parcel ID: _____</p> <p>Total acres: _____</p> <p>Stormwater Permit Number: _____</p> <p>BMP ID(s)* _____</p> <p>PROPERTY OWNER</p> <p>Name: _____ Phone: _____</p> <p>Address: _____</p> <p>Email: _____</p> <p>INSPECTOR**</p> <p>Name: _____ Phone: _____</p> <p>Company: _____</p> <p>Address: _____</p> <p>Email: _____</p> <p><i>*Include the recorded plat book and page number for each engineered stormwater control.</i> <i>**Must be a qualified registered North Carolina professional engineer, surveyor, soil scientist, landscape architect, aquatic biologist, or person certified by the North Carolina Cooperative Extension Service for stormwater treatment practice maintenance and inspection.</i></p>
--

APPENDIX H

Surety Bond Forms, Letter of Credit Forms, Cash Bond Forms

SURETY BOND TO GUARANTEE INSTALLATION OF IMPROVEMENTS AS
REQUIRED BY THE TOWN OF PITTSBORO
STORMWATER MANAGEMENT ORDINANCE

Date of Issue: _____ Surety Bond #: _____

Obligee: Town of Pittsboro

P.O. Box 759, Pittsboro, NC 27312

Attn: Stormwater Administrator

SURETY BOND given by:

Principal and Developer: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Surety Company Name: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

WHEREAS, _____, has applied for a Stormwater Management Permit in connection with _____ pursuant to the terms of the Stormwater Management Ordinance (the Ordinance); and

WHEREAS, such Ordinance requires the giving of a bond and filing the same with the Town of Pittsboro, guaranteeing the installation of the required improvements; and

WHEREAS, said Principal shall by _____ make all improvements as set forth to be done and performed in accordance with the Ordinance for the development and improvements of _____.

NOW THEREFORE, KNOW: That we _____ as Principal, and _____ as Surety are held and firmly bound unto the Town of Pittsboro, in the full sum of US \$ _____ (US Dollars) _____ dollars, for the payment whereof, well and truly be made, said Principal and Surety bound themselves, their heirs, administrators, successors and assigns jointly and severally by these presents.

NOW, THEREFORE, the condition of this obligation is such that if the above bound Principal shall fully and faithfully perform all work specified to be done and performed under such application for approval, and within the time prescribed above, such application plans being incorporated herein by reference, then this obligation shall be void upon the delivery to the Principal of a statement signed by the Town of Pittsboro Stormwater Department certifying the completion of said improvements to the satisfaction of such Department, but otherwise this obligation shall remain in full force and effect; subject to the condition that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

In the event the Principal defaults under its obligation to install the improvements, as referred to herein, Surety shall (a) within fifteen (15) days of notification of such default, take over and assume completion of said improvements, or (b) pay to the Town of Pittsboro in cash the reasonable costs of completion. The cost of completion shall include reimbursement to the Town of Pittsboro of any and all expenses which may be incurred after the default of the Principal, in the connection with the completion of the improvements, including but not limited to construction costs, administrative costs, engineering supervision costs, mobilization costs, and legal fees. Should the Town of Pittsboro and the Surety not agree as to the costs of completion, the same shall be fixed by taking bids by the Town of Pittsboro after advertisement as provided by law for public contracts covering similar installations. The Surety shall make such payment within ten (10) days after the costs of completion have been determined.

The Surety hereby stipulates and agrees that no modifications, conditions, or omissions in or to the plans or specifications herein referred to, or any extension of time in any wise effect the publications of Surety on its bond.

WITNESS our hands and seals this, the _____ day of _____,
20__.

PRINCIPAL:

Principal (authorized signature)

Principal (printed name and title)

SURETY:

Surety (authorized signature)

Surety (printed name and title)

I, _____, a Notary of _____ County, State of _____, do hereby certify that _____ personally appeared before me this day and acknowledge the due execution of the forgoing instrument.

Witness my hand and official stamp or seal, on the _____ day of _____, 20__.

Notary

Surety:

Surety (authorized signature)

Surety (printed name and title)

I, _____, a Notary of _____ County, State of _____, do hereby certify that _____ personally appeared before me this day and acknowledge the due execution of the forgoing instrument.

Witness my hand and official stamp or seal, on the _____ day of _____, 20__.

Notary

SURETY BOND TO GUARANTEE MAINTENANCE OF IMPROVEMENTS
AS REQUIRED BY THE TOWN OF PITTSBORO
STORMWATER MANAGEMENT ORDINANCE

Date of Issue: _____ Surety Bond #: _____

Obligee: Town of Pittsboro
 P.O. Box 759, Pittsboro, NC 27312
 Attn: Stormwater Administrator

SURETY BOND given by:

Principal and Developer: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Surety Company Name: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

The Principal is bound unto The Town of Pittsboro in the sum of _____ (\$) dollars, for the payment of which the Principal and Surety hereby jointly and severally bind themselves, their respective heirs, administrators, successors and assigns.

This bond was made in accordance with the Town of Pittsboro Stormwater Management Ordinance to guarantee maintenance and repair of improvements as provided in the plan(s), specification(s), agreement, and/or ordinance requirements to the project know as _____ located at _____ for a period of two years from the date of completion of the improvements.

Now therefore, the condition of this obligation is such that if the Principal promptly and faithfully performs all the maintenance and repair work specified in the above paragraph, this obligation shall be void upon the delivery to the Principal of a statement signed by the Town of Pittsboro certifying the completion of said improvements to the satisfaction of The Town of Pittsboro Stormwater Department; but otherwise this obligation shall remain in full force and effect subject to the condition that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

In the event that the Principal defaults under its obligation to maintain and repair the improvements referred to herein within the time period specified, Surety agrees that it shall (a) within fifteen (15) days after the notification of such default take over and complete the maintenance and repair improvements referred to herein, or (b) pay to the Town of Pittsboro, in cash, the reasonable cost of completion. The cost of maintenance and repairs shall include reimbursement to Town of Pittsboro of any and all expenses which may be incurred after the default of the Principal, in the connection with the completion of the maintenance and repairs by the Surety, including but not limited to construction costs, administrative costs, engineering supervision costs, mobilization costs, and legal fees. Should the Town and Surety not agree as to the costs of construction, the same shall be fixed by taking bids by the Town of Pittsboro as provided by law for the public contracts covering similar installations. The Surety shall, regardless of whether it completes the maintenance and repairs itself or pays the Town of Pittsboro the costs of completion, reimburse the Town of Pittsboro for any expenses incurred by the Town a after default which would not have been incurred had the Principal not defaulted, including but not limited to any legal expenses incurred by the Town of Pittsboro, in the enforcement of this Bond. Surety shall make such payment to the Town of Pittsboro within ten (10) days after the total costs of completing the maintenance and repair improvements shall have been determined.

The Surety and Principal hereby stipulate and agree that no modifications, conditions or omissions in or to the plans or specifications herein referred to or any extension of time shall in any way affect the obligations of either Surety or Principal on this bond.

Witness our hands and seals this, the ____ day of _____, 20__.

PRINCIPAL: _____

Principal (authorized signature)

Principal (printed name and title)

I, _____, a Notary of _____ County, State of _____, do hereby certify that _____ personally appeared before me this day and acknowledge the due execution of the forgoing instrument.

Witness my hand and official stamp or seal, on the ____ day of _____, 20__.

Notary

Surety: _____

Surety (authorized signature)

Surety (printed name and title)

I, _____, a Notary of _____ County, State of _____, do hereby certify that _____ personally appeared before me this day and acknowledge the due execution of the forgoing instrument.

Witness my hand and official stamp or seal, on the ____ day of _____, 20__.

Notary

AGREEMENT SECURED BY LETTER OF CREDIT TO GUARANTEE THE
INSTALLATION OF IMPROVEMENTS AS REQUIRED BY THE TOWN OF PITTSBORO
STORMWATER MANAGEMENT ORDINANCE

Date of Issue: _____ Letter of Credit #: _____

Obligee: Town of Pittsboro
 P.O. Box 759, Pittsboro, NC 27312
 Attn: Stormwater Administrator

Principal and Developer: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Bank Issuing Letter of Credit: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Principal/Developer, is firmly bound unto The Town of Pittsboro in the sum of (\$ _____)
_____ Dollars which amount is secured by Irrevocable Letter of Credit Number
_____ delivered to The Town of Pittsboro this the _____ day of
_____, 20____.

This agreement is made in accordance with the Town of Pittsboro Stormwater Management Ordinance (the Ordinance), so that prior to the completion of the improvements required by the Ordinance, _____, may obtain from The Town of Pittsboro its approval of the Stormwater Management Permit for _____. The bond is in an amount determined to be sufficient to guarantee the installation of the improvements specified in the plans approved by the Town and Stormwater Department and which provide that the improvements shall be completed by the _____ day of _____, 20____.

AGREEMENT SECURED BY LETTER OF CREDIT TO GUARANTEE
MAINTENANCE OF IMPROVEMENTS AS REQUIRED BY STORMWATER
MANAGEMENT ORDINANCE

Date of Issue: _____ Letter of Credit #: _____

Obligee: Town of Pittsboro
 P.O. Box 759, Pittsboro, NC 27312
 Attn: Stormwater Administrator

Principal and Developer: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Bank Issuing Letter of Credit: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Principal/Developer, is firmly bound unto The Town of Pittsboro in the sum of (\$ _____)
_____ Dollars which amount is secured by Irrevocable Letter of Credit Number
(insert number) delivered to The Town of Pittsboro this the _____ day of _____, 20__.

This agreement is made in accordance with the Town of Pittsboro Stormwater Management Ordinance (the Ordinance), to guarantee maintenance and repair of improvements as provided in the plan(s), specification(s), agreement, and/or Ordinance for the project known as _____ located at _____ for a period of two years from the date the improvements were released with final inspection.

The condition of this bond is such that if the Developer/Principal promptly and faithfully performs all the maintenance and repair work specified in the above paragraph, this obligation shall be null and void and the Letter of Credit delivered to the Town shall be returned to the Principal.

In the event the Letter of Credit expires while this bond is in effect, the Developer/Principal shall deliver to the Town of Pittsboro a new Letter of Credit in the same principal amount as the Letter of Credit referred to above, or other security acceptable to The Town of Pittsboro. The expiration of the Letter of Credit shall not affect the conditions of this bond.

In the event that the Principal defaults under its obligation to maintain and repair the improvements, the Town of Pittsboro may complete maintenance and repairs using funds available from the Letter of Credit. Said funds can be used to pay any and all expenses which may be incurred by the Town as the result of actions taken by the Town after the default including but not limited to construction costs, administrative costs, engineering supervision costs, mobilization costs, and legal fees. Upon completion of the maintenance and repairs performed after default, the Town shall refund any unused portion of the funds.

The Principal/Developer hereby stipulates and agrees that no extension of time shall in any way affect the agreement.

WITNESS our hands and seals this, the _____ day of _____, 20__.

Principal/Developer

Print

I, _____, a Notary of _____ County, State of _____, do hereby certify that _____ personally appeared before me this day and acknowledge the due execution of the forgoing instrument.

Witness my hand and official stamp or seal, on the _____ day of _____, 20__.

Notary

The condition of this bond is such that if the Developer/Principal shall faithfully complete the specified improvements within the time period prescribed above and the Pittsboro Stormwater Department has caused an inspection to be made and has authorized in writing the release of the security, then this bond shall be null and void and the Letter of Credit delivered to the Town shall be returned to the Developer.

In the event the Letter of Credit expires while this bond is in effect, the Developer/Principal shall deliver to the Town of Pittsboro a new Letter of Credit in the same principal amount as the Letter of Credit referred to above, or other security acceptable to The Town of Pittsboro. The expiration of the Letter of Credit shall not affect the conditions of this bond. In the event that the Principal/Developer defaults under its obligation to install the required improvements, the Town of Pittsboro may complete these improvements using the funds available from the Letter of Credit. Said funds can be used to pay any and all expenses which may be incurred by the Town as the result of actions taken by the Town after default to require Developer to complete the improvements or which may be incurred by the Town in connection with the completion of the improvements by the Town, including but not limited to construction costs, engineering supervision costs, mobilization costs, and legal fees. Upon completion of the improvements, the Town shall refund any unused portion of the funds.

The Principal/Developer hereby stipulates and agrees that no modifications, conditions or omissions in or to the plans or specifications herein referred to or any extension of time shall in any way affect the agreement.

WITNESS our hands and seals this, the _____ day of _____, 20__.

Principal/Developer

Print

I, _____, a Notary of _____ County, State of _____, do hereby certify that _____ personally appeared before me this day and acknowledge the due execution of the forgoing instrument.

Witness my hand and official stamp or seal, on the ____ day of _____, 20__.

Notary

CASH BOND TO GUARANTEE THE INSTALLATION OF IMPROVEMENTS AS
REQUIRED BY STORMWATER MANAGEMENT ORDINANCE

Date of Issue: _____ Check Number: _____

Obligee: Town of Pittsboro
 P.O. Box 759, NC 27312

Attn: Stormwater Administrator

Principal and Developer: _____

Address: _____

City, State, Zip: _____

Phone Number: (_____) _____

Principal/Developer, is firmly bound unto the Town of Pittsboro in the sum of (\$ _____)
_____ Dollars which amount, in cash or by certified check
has been deposited with The Town of Pittsboro this the _____ day of _____, 20__.

This agreement is made in accordance with the Town of Pittsboro Stormwater Management Ordinance (the Ordinance), so that prior to the completion of the improvements required by the Ordinance, _____, may obtain from The Town of Pittsboro its approval of the Stormwater Management Permit for _____. The bond is in an amount determined to be sufficient to guarantee the installation of the improvements specified in the plans approved by the Town and Stormwater Department and which provide that the improvements shall be completed by the _____ day of _____, 20__.

The condition of this bond is such that if the Developer/Principal shall faithfully complete the specified improvements within the time period prescribed above and the Stormwater Department has caused an inspection to be made and has authorized in writing the release of the security, then this bond shall be null and void and the funds deposited with the Town of Pittsboro shall be returned to the Developer.

In the event that the Principal/Developer defaults under its obligation to install the required Improvements, the Town of Pittsboro may complete these improvements using the funds available from the cash bond. Said funds can be used to pay any and all expenses which may be incurred by the Town as the result of actions taken by the Town after default to require Developer to complete the improvements or which may be incurred by the Town in connection with the completion of the improvements by the Town, including but not limited to construction

costs, engineering supervision costs, mobilization costs, and legal fees. Upon completion of the improvements, the Town shall refund any unused portion of the funds. The Principal/Developer hereby stipulates and agrees that no modifications, conditions or omissions in or to the plans or specifications herein referred to or any extension of time shall in any way affect the agreement.

WITNESS our hands and seals this, the _____ day of _____, 20__.

Principal/Developer

I, _____, a Notary of _____ County, State of _____, do hereby certify that _____ personally appeared before me this day and acknowledge the due execution of the forgoing instrument.

Witness my hand and official stamp or seal, on the _____ day of _____, 20__.

Notary

WITNESS our hands and seals this, the _____ day of _____, 20__.

Principal/Developer

Print

I, _____, a Notary of _____ County, State of

_____, do hereby certify that _____

personally appeared before me this day and acknowledge the due execution of the forgoing instrument.

Witness my hand and official stamp or seal, on the ____ day of _____, 20__.

Notary

APPENDIX I
NCDENR Memorandum for Storm EZ Tool

Procedure for Meeting the Requirements of the Nutrient Sensitive Waters Stormwater Programs by Implementing Low Impact Development

Approvals: Rich Gannon, DWR Nonpoint Source Planning Program Supervisor

Bradley Bennett, DEMLR Stormwater Permitting Program Supervisor



Date: May 13, 2014

From this point forward, DEMLR and DWR will allow persons who design new developments using Storm-EZ, and show **volume matching**, within the Neuse, Tar-Pamlico, Jordan Lake and Falls Lake watersheds to be considered as meeting nutrient export requirements without making offset payments. However, there will be two additional requirements for those who are designing LIDs to meet NSW stormwater requirements:

- When analyzing a development site, the pre-development land cover shall be entered into Storm-EZ as "Woods" for the entire project area. This modification is necessary to ensure that nutrient reduction goals are met.
- The appropriate methodology for the NSW basin must be run to estimate the pre-development, and post-development, pre-BMP nutrient export rates for the site. This is required for record-keeping purposes. The post-development, post-BMP nutrient export rates shall be assumed to match the loading rate goal for the basin in which the development is taking place, again for record-keeping purposes.

DEMLR and DWQ will continue to evaluate the use of **volume matching** with Storm-EZ and its effectiveness in controlling nutrients and incorporate any needed adjustments in the future.

If you have questions about the coordination between the two programs, please do not hesitate to contact Annette Lucas at (919) 807-6381 or annette.lucas@ncdenr.gov.

BACKGROUND

Currently, persons initiating a new development or redevelopment within an area that is subject to NSW Stormwater Programs are required to follow the prescribed methodology for computing the nutrient export associated with their development activity. The nutrient accounting tools used in each of the basins with NSW Stormwater Programs are:

- **Neuse:** Designers use the calculation guidance in the Neuse Model Stormwater Plan or other state-approved local government accounting method, see pages 10 through 12: http://portal.ncdenr.org/c/document_library/get_file?uuid=aec36619-bb4f-417e-89bc-02c260f37742&groupId=38364
- **Tar-Pamlico:** Designers use the Piedmont and Coastal Plain Export Calculation Worksheets, see <http://www.ncwaterquality.org/web/wq/ps/nps/tarpamstorm> (links at bottom of page).
- **Jordan and Falls Lake:** Designers use the Jordan Falls Nutrient Site Assessment Tool (JFSAT), see <http://portal.ncdenr.org/web/jordanlake/implementation-guidance-archive>.

On April 1, 2014, DEMLR public noticed its new **Storm-EZ** Permitting Tool. Storm-EZ is a spreadsheet-based tool with computations based on the SCS Discrete Curve Number Method and current research findings on hydraulic and hydrologic performance of BMPs. Designers enter pre-development and post-development land use data and design data for stormwater practices. Then, Storm-EZ reports whether the project meets stormwater regulations for basic compliance with the state stormwater program. Storm-EZ also reports whether or not a site meets hydrologic **volume matching** requirements sufficiently to be considered Low Impact Development (LID).

The nutrient accounting tools and Storm-EZ both require similar inputs regarding pre- and post-development site conditions and stormwater BMPs. DWR and DEMLR have run a range of site designs that meet LID volume matching requirements through the JFSAT and have found that, using a pre-development assumption of full wooded condition, these sites sufficiently control and remove nutrients on site to be considered as meeting the nutrient export limits set forth in the NSW stormwater rules. Specific findings are:

- For single-family residential development in any watershed, any LID design effectively meets or exceeds JFSAT-estimated rate targets outright;
- For more intensive development types, LID designs effectively meet or exceed rate targets in all watersheds except Falls and Jordan-UNH.
- Other factors weighing in favor of the overall sufficiency of LID designs for compliance with Falls and Jordan-UNH (as well as in other watersheds) include:
 - In providing virtually full rule compliance onsite, we believe that LID's comparatively great onsite hydrologic benefits afford better stream protection than riparian buffer restoration projects used to satisfy offsite requirements, as well as more certainty to estimated nutrient load reductions.
 - Other LID site design factors that are not captured by the current nutrient tool also weigh in favor of loading rates of LID designs meeting rate targets.

APPENDIX J

Stormwater Ordinance for New Development and Redevelopment in the Jordan Lake Watershed

- The ordinance is a separate document available on the Town of Pittsboro [website](#).