

**STORMWATER OPERATION AND MAINTENANCE  
AGREEMENT AND SECURITY**

Project Name: \_\_\_\_\_

Town Project Number: \_\_\_\_\_

Town BMP ID: \_\_\_\_\_

PIN Number: \_\_\_\_\_

Mail after recording to: Town of Morrisville  
Engineering Department  
100 Town Hall Drive  
Morrisville, NC 27560

NORTH CAROLINA

WAKE COUNTY

This STORMWATER OPERATION AND MAINTENANCE AGREEMENT AND SECURITY,  
made this day \_\_\_\_\_ of \_\_\_\_\_, 20 \_\_\_\_\_  
by \_\_\_\_\_  
whose principal address is \_\_\_\_\_  
\_\_\_\_\_

with, to, and for the benefit of the Town of Morrisville, a municipal corporation of the State  
of North Carolina, whose address is 100 Town Hall Drive, Morrisville, North Carolina 27560.

## Rooftop Runoff Management Operation and Maintenance Agreement

I will keep a maintenance record on this BMP. This maintenance record will be kept in a log in a known set location. Any deficient BMP elements noted in the inspection will be corrected, repaired or replaced immediately. These deficiencies can affect the integrity of structures, safety of the public, and the removal efficiency of the BMP.

Important operation and maintenance procedures:

- The plants will be watered during extended periods of dry weather.
- Fertilize only once per year as long as the rooftop runoff system is not intended for nutrient removal.

The rooftop runoff management system will be inspected **once a quarter and within 24 hours after every storm event greater than 1.0 inches**. Records of operation and maintenance will be kept in a known set location and will be available upon request.

Inspection activities shall be performed as follows. Any problems that are found shall be repaired immediately.

<b>BMP element:</b>	<b>Potential problem:</b>	<b>How to remediate the problem:</b>
<b>The plants materials</b>	Weeds are present.	Remove the weeds by hand.
	Vegetation is dead or diseased.	Try to determine the cause of the problem (may wish to consult an expert). Correct the problem and replace the plants.
<b>The flow diversion structure</b>	The structure is clogged.	Unclog the conveyance and dispose of any sediment off-site.
	The structure is damaged.	Make any necessary repairs or replace if damage is too large for repair.
<b>Gutters, drains and spouts</b>	Clogging has occurred.	Remove leaves, debris, and other foreign matter and dispose of in a manner that will not impact streams or the BMP.
	Damage has occurred.	Repair or replace the damaged conveyances.

## **BMP Operation and Maintenance Security**

### Performance Security

The Town of Morrisville requires the submittal of a performance security prior to issuance of a permit in order to ensure that the *structural BMPs* are

1. installed by the permit holder as required by the approved stormwater management plan, and/or
2. maintained by the *owner* as required by the operation and maintenance agreement.

### Installation Amount

The amount of an installation performance security shall be the total estimated construction cost of the BMPs approved under the permit, plus 25%.

### General Requirements

1. This agreement grants to the Town of Morrisville a right of entry to inspect, monitor, maintain, repair, and reconstruct *structural BMPs*.
2. The Town of Morrisville is authorized to recover from the property owner and/or association and its members, any and all costs the Town of Morrisville expends to maintain or repair the *structural BMPs* or to correct any operational deficiencies. Failure to pay the Town of Morrisville all of its expended costs, after forty-five days written notice, shall constitute a breach of the agreement. The Town of Morrisville shall thereafter be entitled to bring an action against the property owner and/or association and its members to pay, or foreclose upon the lien hereby authorized by the agreement against the property, or both, in case of a deficiency. Interest, collection costs, and attorney fees shall be added to the recovery.
3. This agreement shall not obligate the Town of Morrisville to maintain or repair any *structural BMPs*, and the Town of Morrisville shall not be liable to any person for the condition or operation of *structural BMPs*.
4. This agreement shall not in any way diminish, limit, or restrict the right of the Town of Morrisville to enforce any of its ordinances as authorized by law.
5. The property owner and/or association and its members indemnifies and holds harmless the Town of Morrisville for any costs and injuries arising from or related to the structural BMP, unless the Town of Morrisville has agreed in writing to assume the maintenance responsibility for the BMP and has accepted dedication of any and all rights necessary to carry out that maintenance.
6. The property owner and/or association shall continuously operate and maintain the stormwater control and management facilities.

### Uses of Performance Security

1. Forfeiture Provisions

The performance security shall contain forfeiture provisions for failure, after proper notice, to complete work within the time specified, or to initiate or maintain any actions which may be required of the applicant or *owner* in accordance with this ordinance, approvals issued

pursuant to this ordinance, or an operation and maintenance agreement established pursuant to this ordinance.

2. Default

Upon default of the *owner* to construct and, if necessary, reconstruct any *structural BMP* in accordance with the applicable permit, the Stormwater Administrator shall obtain and use all or any portion of the security to make necessary improvements based on an engineering estimate. Such expenditure of funds shall only be made after requesting the *owner* to comply with the permit.

3. Costs in Excess of Performance Security

If the Town of Morrisville takes action upon such failure by the applicant or *owner*, the Town of Morrisville may collect from the applicant or *owner* for the difference should the amount of the reasonable cost of such action exceed the amount of the security held.

4. Refund

After the Town's final approval of record drawings, as-builts and certifications, the installation performance security shall be refunded to the applicant or terminated, in accordance with the Town of Morrisville Unified Development Ordinance (UDO) and Engineering Design and Construction Manual (EDCM).

I acknowledge and agree by my signature below that I am responsible for the performance of the maintenance procedures listed above. I agree to notify the Town of Morrisville of any problems with the system or prior to any changes to the system or responsible party.

Project name: \_\_\_\_\_

BMP drainage area number: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Note: The legally responsible party should not be a homeowners association unless more than 50% of the lots have been sold and a resident of the subdivision has been named the president.

I, \_\_\_\_\_, a Notary Public for the State of \_\_\_\_\_, County of \_\_\_\_\_, do hereby certify that \_\_\_\_\_ personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and acknowledge the due execution of the forgoing rooftop management maintenance requirements. Witness my hand and official seal,



SEAL

My commission expires \_\_\_\_\_

Town of Morrisville, North Carolina

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Acknowledgment of Town of Morrisville:

Wake County, North Carolina

I certify that the following person personally appeared before me this day and acknowledged to me that he or she executed the foregoing document on behalf of the Town of Morrisville in the capacity indicated with his or her signature: \_\_\_\_\_.

Date: \_\_\_\_\_  
(affix notary seal or stamp here)

\_\_\_\_\_  
Notary Public

Printed/Typed Name: \_\_\_\_\_

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