

**STORMWATER OPERATION AND MAINTENANCE  
AGREEMENT**

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

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

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

Mail after recording to: Town of Mooresville  
Engineering Department  
Stormwater Program Specialist  
2523 Charlotte Highway  
Mooresville, NC 28117

NORTH CAROLINA

IREDELL COUNTY

This STORMWATER OPERATION AND MAINTENANCE AGREEMENT,

made this day \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_\_

by \_\_\_\_\_

whose principal address is \_\_\_\_\_

\_\_\_\_\_

with, to, and for the benefit of the Town of Mooresville, a municipal corporation  
of the State of North Carolina, whose address is 413 North Main Street,  
Mooresville, North Carolina 28115.

## Permeable Pavement 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.

At all times, the pavement shall be kept free of:

- Debris and particulate matter through frequent blowing that removes such debris, particularly during the fall and spring.
- Piles of soil, sand, mulch, building materials or other materials that could deposit particulates on the pavement.
- Piles of snow and ice.
- Chemicals of all kinds, including deicers.

The permeable pavement will be inspected **once a quarter**. 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 perimeter of the permeable pavement</b>	Areas of bare soil and/or erosive gullies	Regrade the soil if necessary to remove the gully, then plant ground cover and water until established.
	A vegetated area drains toward the pavement.	Regrade the area so that it drains away from the pavement, then plant ground cover and water until established.
<b>The surface of the permeable pavement</b>	Trash/debris present	Remove the trash/debris.
	Weeds	Do not pull the weeds (may pull out media as well). Spray them with a systemic herbicide such as glyphosate and then return within the week to remove them by hand. (Another option is to pour boiling water on them or steam them.)
	Sediment	Vacuum sweep the pavement.
	Rutting, cracking or slumping or damaged structure	Consult an appropriate professional.
<b>Observation well</b>	Water present more than five days after a storm event.	Clean out clogged underdrain pipes. Consult an appropriate professional for clogged soil subgrade.
<b>Educational sign</b>	Missing or is damaged.	Replace the sign.

**Operation and Maintenance Agreement Additional Requirements as set forth by the Town of Mooresville Phase II Post Construction and Illicit Discharge & Connection Ordinance  
Section 25-20:**

1. The owner or owners shall continuously operate and maintain the stormwater control and management facilities.
2. The Town of Mooresville is granted a right of entry to inspect, monitor, maintain, repair, and reconstruct structural BMPs.
3. The Town of Mooresville will recover from the owner or owners any and all costs the Town of Mooresville expends to maintain or repair the structural BMPs, pursuant to Article 6, Enforcement and Violations, as set forth in the Town of Mooresville Phase II Post Construction and Illicit Discharge & Connection Ordinance.
4. This Operation and Maintenance Agreement shall not obligate the Town of Mooresville to maintain or repair any structural BMPs, and the Town of Mooresville shall not be liable to any person for the condition or operation of structural BMPs.
5. This Operation and Maintenance Agreement shall not in any way diminish, limit, or restrict the right of the Town of Mooresville to enforce any of its ordinances as authorized by law.
6. The Town of Mooresville is indemnified and held harmless for any costs and injuries arising from or related to the structural BMP, unless the Town of Mooresville 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.

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 Mooresville of any problems with the system or prior to any changes to the system or responsible party. I agree to notify the Town of Mooresville of any subsequent conveyance of the property to a new owner, and agree to provide updated contact information for any subsequent owner.

This maintenance agreement runs with the land, and is binding upon any and all subsequent owners of the hereinabove described property.

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

*BMP drainage area or lot number:* \_\_\_\_\_

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

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

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

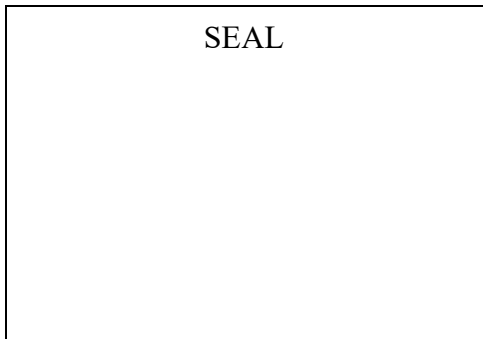
Phone: \_\_\_\_\_

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 permeable pavement maintenance requirements. Witness my hand and official seal,



My commission expires \_\_\_\_\_ Notary Signature \_\_\_\_\_