

STORMWATER OPERATION AND MAINTENANCE AGREEMENT

Project Name: _____

Town Project Number: _____

PIN Number: _____

Mail after recording to: Town of Mooresville
Engineering Department
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.

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 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 **quarterly 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.

BMP element:	Potential problem:	How I will remediate the problem:
The plant materials	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.
The flow diversion structure	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.
Gutters, drains and spouts	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.

**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 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 sand filter maintenance requirements. Witness my hand and official seal,



SEAL

My commission expires _____ Notary Signature _____