

***Phase II Post-Construction Stormwater  
Administrative Manual***

***City of Graham***



**Post-Construction Ordinance Adopted by the City Council**

**May 1, 2007**

# POST-CONSTRUCTION STORMWATER ADMINISTRATIVE MANUAL

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Stormwater Permit #: \_\_\_\_\_

**CITY OF GRAHAM, NORTH CAROLINA**  
**STORMWATER PERMIT**

On the date listed below, the City of Graham Stormwater Administrator received a request to consider the following application:

**Application Date:** \_\_\_\_\_ **Approval Date:** \_\_\_\_\_

**Record Owner(s):** \_\_\_\_\_

**Property Location:** \_\_\_\_\_

**Parcel Identification Number, and Lot #:** \_\_\_\_\_ **Acreage:** \_\_\_\_\_

**Impervious Coverage (acres):** \_\_\_\_\_

High Density    Low Density

**Type and number of BMPs proposed:** \_\_\_\_\_  
\_\_\_\_\_

**SECTION 1. APPROVAL:** Having reviewed the application and all supporting materials the Stormwater Administrator has determined that the application is complete, and subject to the conditions imposed below, and the proposed development meets the requirements of the City of Graham Phase II Stormwater Ordinance.

**SECTION 2. CONDITIONS:** Therefore, the above referenced site and land used is hereby approved and subject to all applicable provisions of the City of Graham Phase II Stormwater Ordinance, Sections 3 and 4 of this permit, and the following condition(s) which the Stormwater Administrator finds necessary for the proposed development to meet the intent of the ordinance:

1. This permit shall be valid for a period of two years from the date of issuance unless a valid building permit has been issued and maintained for the site or the permit has been revoked by the City of Graham. If, after two years the permitted activity has not begun nor a valid building permit secured, this permit shall expire.
2. All land purchases and transfers necessary to secure the property for development shall be completed prior to recordation of this permit.
3. The development of the tract shall proceed in conformity to all plans, design features, and restrictions submitted as part of the stormwater permit application and kept on file by the Graham Planning Department except that the Graham Stormwater Administrator may approve *minor* changes to such plans as required by field conditions.
4. The petitioner shall complete all required off-site stormwater improvements and receive approval from the City for such improvements prior to the release of any certificates of occupancy.
5. The petitioner shall submit a Floodplain Development Permit Application and receive approval from the Graham Planning Department prior to any land disturbance or filling of land located within Special Flood Hazard Areas.

Stormwater Permit #: \_\_\_\_\_

6. The petitioner shall submit a Sedimentation and Erosion Control Plan Application and receive approval from the North Carolina Department of Environment and Natural Resources, Land Quality Section prior to any land disturbance or filling of land.

**SECTION 3. VESTED RIGHTS.** Approval of this permit confers upon the property the right to develop with the type and intensity of use only as such relates to the requirements of the Phase II stormwater ordinance and in the manner as herein described and as shown on the approved site plan. Development of the property, however, shall be subject to any and all future amendments to this ordinance which do not affect such type and intensity of use and shall proceed in full compliance with all other applicable local, state and federal regulations.

**SECTION 4. DEED RESTRICTION-PROTECTIVE COVENANT.** The following italicized deed restrictions and protective covenants shall be recorded for all subdivisions, outparcels, and future development prior to the sale of any lot.

*Development of subject property is required to be in accordance with the City's National Pollutant Discharge elimination system (NPDES) Phase II Stormwater Permit and Phase II Stormwater Ordinance. The recording of this document establishes an enforceable restriction of property usage that runs with the land to ensure that future development and/or redevelopment shall maintain the site in a manner consistent with applicable law and the approved project plans. Any alterations to the site shall not be permitted without review and approval by the City of Graham.*

**SECTION 5. SEVERABILITY.** Invalidation of any one or more of the conditions set forth herein shall not adversely affect the balance of said conditions, which shall remain in full force and effect.

\_\_\_\_\_  
[Stormwater Administrator]

\_\_\_\_\_  
[date]

**NORTH CAROLINA  
ALAMANCE COUNTY**

I, \_\_\_\_\_, a Notary Public of the aforesaid County and State, certify that \_\_\_\_\_ personally appeared before me and acknowledged that he is Stormwater Administrator of the City of Graham, North Carolina and pursuant to authority duly given, and as an act of the County, he executed this Agreement for the purpose herein expressed.

WITNESS my hand and Notarial Seal this the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_ (Seal)

\_\_\_\_\_  
NOTARY PUBLIC

I, \_\_\_\_\_, owner(s) of the subject property, do hereby acknowledge receipt of this Stormwater Permit and agree to the conditions stated within. I further acknowledge that no work may be done pursuant to this permit except in accordance with all of the conditions and requirements listed and that these conditions and requirements shall be binding upon me and my successors in interest and shall run with the land in perpetuity.

Stormwater Permit #: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
[NAME], Owner

\_\_\_\_\_  
[name], Owner

**NORTH CAROLINA**  
**ALAMANCE COUNTY**

I, \_\_\_\_\_, a Notary Public, do hereby certify that **[owner name(s)]** personally appeared before me this day and acknowledged that [he/she/they] [is/are] the owner(s) of **[address]**.

WITNESS my Hand and Official Seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC (Seal)

\_\_\_\_\_



# City of Graham

## Stormwater As-built Submission Form

FOR OFFICE USE ONLY	
Permit No.:	_____
Rec'd By:	_____
Date	_____
Rec'd:	_____

City of Graham Planning Department  
Telephone: (336) 570-6705  
Fax: (336) 570-6703

201 South Main St  
Graham, NC 27253

City web site:  
[www.cityofgraham.com](http://www.cityofgraham.com)

Prior to obtaining a Certificate of Occupancy, the following items must be provided to the Graham Stormwater Administrator for approval. These will be compared to the approved stormwater permit application for any irregularities or non-conformance with the approved plans.

- As-built Drawings (2 paper copies)
- Electronic As-built Drawings (.dwg, .jpg, .tif, or pdf format.)
- Designer's Stormwater BMP Certification

The as-built drawings shall reflect the "as-constructed" condition of the development, and shall include sufficient information to demonstrate conformance with the approved stormwater permit application. Significant deviations from the approved plan shall be considered violations of the Graham Phase II Stormwater Ordinance and are grounds for the invocation of the injunctions and penalties defined therein, and/or withholding the release of any bond pending the completion of corrective action(s), and/or requiring a submittal of a revised stormwater permit application.

In the event that the Stormwater Administrator requires submittal of a revised plan, the revision shall include a description of the discrepancies between the site conditions and the prior approved stormwater permit application, along with design calculations that demonstrate that the as-built conditions comply with the Graham Phase II Stormwater Ordinance. Should the as-built conditions be shown to have a negative impact with regards to flooding, maintenance, erosion or water quality, the Stormwater Administrator has the authority to require other mitigation measures and proposed design plans to mitigate any potential impacts from the development.

Submitted By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature Required)

\_\_\_\_\_  
(Print Name)



# City of Graham

## WET DETENTION POND

### Engineer's Statement of Certification

FOR OFFICE USE ONLY	
Permit No.:	_____
Date Rec'd.:	_____
Rec'd By:	_____

City of Graham Planning Department  
 Telephone: (336) 570-6705  
 Fax: (336) 570-6703

201 South Main St  
 Graham, NC 27253

City web site:  
[www.cityofgraham.com](http://www.cityofgraham.com)

Description	Design	As-built
Slope of embankments (3:1)		
Elevations on the following:		
Bottom of pond		
Bottom of riser		
Top of riser		
Water quality hole		
Invert of inflow and outflow pipes		
Top of dam: Elevation and width		
Width of maintenance benches		
Anti-seep collars - size		
Size and material of riser/barrel		
Verification of volume:		
Permanent Sediment Storage (CF)		
Permanent Water Quality (SF)		
Temporary Water Quality (CF)		
Baffle location and top elevation		
Emergency Spillway - Width		
Emergency Spillway - Elevation		

I state to the best of my knowledge and belief that the permanent structural stormwater Best Management Practice(s) for \_\_\_\_\_ will control and treat the runoff from the first one  
(name of plat)  
 inch of rain over the total drainage area, is duly recorded in the Office of the Alamance County Register of Deeds, and has been completed in conformance with the approved plans and specifications dated \_\_\_\_\_.  
(approval date)

SIGNATURE \_\_\_\_\_

(Seal)

DATE \_\_\_\_\_

# **STORMWATER OPERATION AND MAINTENANCE AGREEMENT**

**For  
Structural Stormwater Management Facilities**

**City of Graham**



# Structural Stormwater BMP Maintenance Agreement

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THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, hereinafter referred to as the "OWNER(S)" and the City of Graham, North Carolina, hereinafter referred to as the "CITY",

WITNESSETH, that

WHEREAS, the OWNER is the owner of certain real property described as \_\_\_\_\_ as recorded by deed in the land records of Alamance County, (Alamance County tax Map/Parcel Identification Number) Deed Book \_\_\_\_\_ Page \_\_\_\_\_, Parcel Identification Number \_\_\_\_\_ hereinafter called the "Property".

**WHEREAS**, the OWNER is proceeding to build on and develop the property; and

**WHEREAS**, the Site Plan/Subdivision Plan known as \_\_\_\_\_, *(Name of Plan/Development)*

hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the CITY, provides for treatment of stormwater within the confines of the property; and

**WHEREAS**, the CITY and the OWNER, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of Graham, North Carolina, require that on-site structural stormwater BMP facilities be constructed and maintained on the Property; and

**WHEREAS**, the CITY requires that on-site structural stormwater Management facilities as shown on the Plan be constructed and adequately maintained by the OWNER, its successors and assigns, including any homeowners association.

**NOW, THEREFORE**, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site structural stormwater Management facilities shall be constructed by the OWNER, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The OWNER, its successors and assigns, including any homeowners association, shall adequately maintain the structural stormwater BMP facilities in accordance with the approved Operation and Maintenance Manual(s). This includes all pipes and channels built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions.

## Structural Stormwater BMP Maintenance Agreement

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3. The OWNER, its successors and assigns, shall ensure the structural stormwater BMP facility is inspected by a qualified professional and shall submit an inspection report. The inspection report shall be due annually 30 days from the date of the final structural stormwater Management facilities construction inspection. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.
4. The OWNER, its successors and assigns, hereby grant permission to the CITY, its authorized agents and employees, to enter upon the Property and to inspect the structural stormwater Management facilities whenever the CITY deems necessary. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. The CITY shall provide the OWNER, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.
5. In the event the OWNER, its successors and assigns, fails to maintain the structural stormwater Management facilities in good working condition acceptable to the CITY, the CITY may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the OWNER, its successors and assigns. This provision shall not be construed to allow the CITY to erect any structure of permanent nature on the land of the OWNER outside of the easement for the structural stormwater Management facilities. It is expressly understood and agreed that the CITY is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the CITY.
6. For all structural stormwater Management facilities which are to be or are owned and maintained by a property owner's association or similar entity, the OWNER and the association shall enter into an escrow agreement with CITY. The agreement shall contain all of the following provisions:
  - a. Acknowledgment that the association shall continuously operate and maintain the structural stormwater Management facilities.
  - b. Establishment of an escrow account which can be spent solely for sediment removal, structural, biological or vegetative replacement, major repair, or reconstruction of the stormwater control measures and devices of the particular site plan or subdivision. If structural stormwater Management facilities are not performing adequately or as intended or are not properly maintained, the CITY, in its sole discretion, may remedy the situation, and in such instances the CITY shall be fully reimbursed from the escrow account. Escrowed funds may be spent by the association for sediment removal, structural, biological or vegetative replacement, major repair, and reconstruction of the structural stormwater Management facilities; provided that, the CITY shall first consent to the expenditure.
  - c. Both OWNER contribution and annual sinking funds shall fund the escrow account. Prior to plat recordation or issuance of stormwater permits, whichever shall first occur, the OWNER shall pay into the escrow account an amount equal to fifteen (15) per cent of the initial construction cost of the structural stormwater Management facilities. Two-thirds (2/3) of the total amount of sinking fund budget shall be

## Structural Stormwater BMP Maintenance Agreement

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- deposited into the escrow account within the first five (5) years and the full amount shall be deposited within ten (10) years following initial construction of the stormwater control measure or device. Funds shall be deposited each year into the escrow account. A portion of the annual assessments of the property owners association shall include an allocation into the escrow account. Any funds drawn down from the escrow account shall be replaced in accordance with the schedule of anticipated work used to create the sinking fund budget.
- d. Granting to the CITY a right of entry to inspect, monitor, maintain, repair, and reconstruct structural stormwater Management facilities.
  - e. Allowing the CITY to recover from the association and its members any and all costs the CITY expends to maintain or repair the stormwater control and management facility or to correct any operational deficiencies. Failure to pay to the CITY all of its expended costs, after thirty (30) days written notice, shall constitute a breach of the agreement. The CITY shall thereafter be entitled to bring an action against the association and its members to pay, or foreclose upon the lien herein authorized by the agreement against the property, or both in the case of a deficiency. Interest, collection costs, and attorney fees shall be added to the recovery.
  - f. A statement that this agreement shall not obligate the CITY to maintain or repair any stormwater control measure or device, and that the CITY shall not be liable to any person for the condition or operation of structural stormwater Management facilities.
  - g. A statement that this agreement shall not in any way diminish, limit, or restrict the right of the CITY to enforce any of its ordinances as authorized by law.
7. The OWNER, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the structural stormwater Management facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed.
  8. In the event the CITY, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the OWNER, its successors and assigns, shall reimburse the CITY upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the CITY hereunder.
  9. This Agreement imposes no liability of any kind whatsoever on the CITY and the OWNER agrees to hold the CITY harmless from any liability in the event the structural stormwater Management facilities fail to operate properly.
  10. This Agreement shall be recorded among the land records of Alamance County, North Carolina, and shall constitute a covenant running with the land, and shall be binding on the OWNER, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association.

**IN WITNESS WHEREOF**, the parties have executed this agreement on the day and year first above written:

\_\_\_\_\_  
Name of Company/Corporation/Partnership/Individuals (Seal if corporation)

By: \_\_\_\_\_

\_\_\_\_\_  
(Type Name)

\_\_\_\_\_  
(Type Title)

STATE OF NORTH CAROLINA

CITY OF \_\_\_\_\_

The foregoing Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

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

CITY OF GRAHAM, NORTH CAROLINA

\_\_\_\_\_  
City of Graham (Seal)

By: \_\_\_\_\_

\_\_\_\_\_  
(Type Name)

\_\_\_\_\_  
(Type Title)

STATE OF NORTH CAROLINA

CITY OF \_\_\_\_\_

The foregoing Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

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

Approved as to Form:

\_\_\_\_\_  
City Attorney Date