



**Phase II
Stormwater
Administrative
Manual**

Town of Wrightsville Beach

200 Parmele Boulevard
Wrightsville Beach, NC 28411
Telephone: (910) 256-7935
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PHASE II STORMWATER ADMINISTRATIVE MANUAL

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Introduction

The National Pollutant Discharge Elimination System (NPDES) Phase II Stormwater Program is an effort to preserve, protect, and improve the nation's water resources from polluted runoff. The program requires the Town of Wrightsville Beach and other municipalities to obtain a federal stormwater permit. The Town of Wrightsville Beach was issued a permit March 1, 2007.

A requirement of the Town's permit was the adoption of a post construction stormwater ordinance. The ordinance follows the N.C. Division of Water Quality's Stormwater Model Ordinance and the Best Management Practices (BMP) Design manual, and was adopted by the Town of Wrightsville Beach Board of Aldermen on June 28, 2007.

The Town's Phase II Stormwater Ordinance and the accompanying Design Manual are available upon request from the Stormwater Manager. The ordinance was effective June 28, 2007, and affects all new development and redevelopment which affect 500 square feet or more.

Additional information can be obtained by contacting the Town's Stormwater Manager at 910-256-7935 or visiting the Town's website at <http://www.towb.org>.

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Overview of the Stormwater Permitting Process

Upon submittal of sketch site plan to the Town of Wrightsville Beach, the developer will be presented with this Phase II Stormwater Administrative Manual that will include all forms and documents necessary to submit a complete Stormwater Permit Application. The application and all necessary information should be submitted to the Stormwater Manager.

All forms and documents should be filled out completely and accurately in order for the Stormwater Administrator or his/her authorized agent to review for issuance of a Stormwater Permit.

Note: Applying for a Stormwater permit does not in any way alleviate the property owner, or person applying for permitting, from the requirement to obtain a State Sediment And Erosion Control Permit.

The completed Operations and Maintenance Agreement (attached) shall be submitted with the as-built drawings.

Per the Town Stormwater Ordinance, the Stormwater Manager or his/her authorized agent, has 45 calendar days in which to conduct the review once the submitted application is considered complete. The Stormwater Administrator, or his/her authorized agent, will notify the applicant in a timely manner (generally within one week of receipt of the application) of any missing information.

The 45 day review period will not begin until all required information is received. The reviewer may request additional information or plan revision, issue a Notification of Disapproval, or approve the plans (with or without conditions) and issue a Stormwater Permit. If a Notification of Disapproval is issued, the applicant may resubmit a revised plan within 30 calendar days of disapproval without paying an additional permit review fee. An additional review fee shall accompany any re-submittal after the first re-submittal. Within 30 calendar days, resubmitted plans will be either approved (with or without conditions) or disapproved.

Upon approval of Stormwater Permit Application, a Stormwater Installation Permit will be issued to the applicant.

Before issuance of Certification of Occupancy, the following items must be received by the Stormwater Manager:

- Signed and sealed Engineer's Stormwater BMP Certification
- A copy of the deed showing the reference to the operations and maintenance agreement

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- A copy of the final plat showing the reference to the operations and maintenance agreement
- Electronic and hard copies of all installed BMPs

Upon issuance of Certification of Occupancy, a Stormwater Annual Maintenance and Inspection Report (attached) shall be submitted by the property owner, or his/her authorized agent, to the Stormwater Manager on an annual basis, due one year after the approval of the Engineer's Stormwater BMP Certification. Each BMP requires a separate report. If there are any discrepancies between the Stormwater Permit Application and the Phase II Stormwater Ordinance, the Phase II Stormwater Ordinance will govern.

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Stormwater Application Fee Schedule

Application Review Fee: \$15

Additional Review: \$15

Upon recording, return to: Town of Wrightsville Beach, Stormwater Manager, 200 Parmele Boulevard, Wrightsville Beach, NC 28411

Stormwater Operations And Maintenance Agreement
for
Structural Stormwater Management Facilities
Town of Wrightsville Beach

THIS AGREEMENT is made in accordance with the Town of Wrightsville Beach, North Carolina Stormwater Management Ordinance and entered into this _____ day of _____, 2009, by _____ and _____ between _____, (the "Owner") and the Town of Wrightsville Beach, North Carolina (the "Town").

WITNESSETH

A. Owner is the owner of real property located within the Town's corporate limits, said real property being described in that deed recorded in Book _____ at Page _____, New Hanover County Registry and having a street address of _____ (the "Property"). Owner covenants to and with the Town that Owner is the only owner of any interest in the Property except the holder of any valid deed of trust against said Property.

B. Owner intends to make certain improvements to the Property. The improvements to the Property as contemplated by Owner require the construction of an engineered stormwater control structure which shall include at a minimum a Structural BMP as that term is defined in the Town's Stormwater Management Ordinance, ("Structural BMP") in order to provide storage and treatment of stormwater runoff from the Property.

C. Owner has applied to the Town for the issuance of a Stormwater Permit (the "Permit") in accordance with the terms of the Town's Stormwater Management Ordinance.

D. The Town desires to ensure that the Structural BMP is constructed, maintained and operated in accordance with the provisions of the Town's Stormwater Management Ordinance and other applicable rules and regulations, ordinances and statutes, in order to protect the quality of the waters of the State and the public's interest therein and therefore requires the execution of this Agreement by Owner in connection with Owner's application for a Permit.

NOW, THEREFORE, for and in consideration of the benefits to be derived by Owner in obtaining a Permit and being permitted to develop the Property, Owner does hereby agree as follows:

1. Owner shall construct the Structural BMP in accordance with the Permit and all applicable provisions of the Town's Stormwater Management Ordinance and other approvals required by the Town. Owner shall operate and maintain such Structural BMP in accordance with the Permit provisions, the plans and specifications of the Structural BMP, the Town's Stormwater Management Ordinance and other applicable rules and regulations, ordinances and statutes.

2. No Certificate of Occupancy or other permit required in order to occupy the Property shall be issued until construction of the Structural BMP has been completed in accordance with the Permit and other applicable rules and regulations and the Stormwater Manager for the Town of Wrightsville Beach (the "Stormwater Manager") has inspected and approved the same.

3. This agreement shall be binding on the Owner and Owner's successors and assigns to include, but not be limited to, any purchaser of the Property from Owner or purchaser from Owner's successor and assigns.

4. In the event Owner for any reason fails to complete or maintain the Structural BMP as required by this Agreement or by the Town's Stormwater Management Ordinance, the Town will give Owner ninety (90) days written notice of Owner's failure to comply with the requirements of this Agreement and the Town's Stormwater Management Ordinance. If at the end of such period, Owner has failed to take the necessary corrective action, Town shall be authorized to enter the Property and to complete or otherwise maintain the Structural BMP in the manner required under the terms of the Permit and the Town's Stormwater Management Ordinance. In such event, Owner agrees to pay Town all costs incurred by Town in completing or maintaining the Structural BMP, to include reasonable attorney's fees incurred by Town in undertaking such action. Owner shall pay such amount to Town within thirty (30) days of Town's completion of construction or maintenance of the Structural BMP. If Owner fails to make payment in the manner described herein, Town may bring an action at law against Owner to recover any sums owed to Town under the provisions of this Agreement. Any amounts due Town shall bear interest at the rate of eighteen percent (18%) per annum. It is expressly understood and agreed that the Town is under no obligation to maintain or repair the Structural BMP, and under no circumstances shall this Agreement be construed to impose any such obligation on Town.

5. Owner hereby grants and conveys to the Town or other appropriate governmental authority having jurisdiction for watershed protection, a non-exclusive easement over and upon those portions of the Property necessary to inspect the Structural BMP and to complete the construction of, or to maintain the Structural BMP in the event Owner for any reason fails to complete or maintain the Structural BMP as required hereunder. This easement shall expire upon the removal of the Structural BMP in accordance with applicable law, the Permit and approved plans and the inspection and approval of such removal by the Stormwater Manager. TO HAVE AND TO HOLD the foregoing rights and easements unto the Town or other

appropriate governmental authority having jurisdiction for watershed protection, said easement to run with the Property and bind OWNER, its successors and assigns.

6. The Town and any other appropriate governmental authority having jurisdiction for watershed protection shall be deemed a beneficiary of this Agreement, both for and in its or their own right, and also for the purpose of protecting the interest of the community and other parties, public or private, in whose favor or for whose benefit this Agreement has been provided. This Agreement shall run in favor of the Town and any other appropriate governmental authority having jurisdiction for watershed protection for the entire period during which this Agreement shall be in force and in effect without regard to whether the Town or such other governmental entity has at any time been, remains, or is an owner of the Property or any portion thereof. The Town and such other governmental authority shall have the right, in addition to any other rights as set forth herein, in the event of any breach of this Agreement, following notice and a reasonable period to cure, to exercise all the rights and remedies and to maintain any action or suits at law or in equity or other proper proceedings to enforce the curing of such breach of this Agreement.

7. For any Structural BMP that is to be or are owned and maintained by a homeowner's association or similar entity (the "Association"), the Owner and the Association shall enter into an escrow agreement with the Town. The agreement shall contain all of the following provisions:

- A. Acknowledgment that the Association shall continuously operate and maintain the stormwater control and management facilities and Structural BMP in the manner required by the Town's Stormwater Management Ordinance.
- B. Establishment of an escrow account, which can be spent solely for sediment removal, structural, biological or vegetative replacement, repair, maintenance, or reconstruction of the Structural BMP. If a Structural BMP is not performing adequately or as intended or is not properly maintained, the Town of Wrightsville Beach, in its sole discretion, may remedy the situation, and in such instances the Town of Wrightsville Beach shall be fully reimbursed from the escrow account. No escrow funds shall be spent for the purposes described herein without the prior written consent of Town.
- C. Payments by the developer and annual payments by the Association shall fund the escrow account. Prior to plat recordation or issuance of construction permits, whichever shall first occur, the developer shall pay into the escrow account an amount equal to fifteen (15) per cent of the initial construction cost of the structural BMP. The Association will contribute to the escrow account an amount determined by the developer's engineer that is sufficient to pay for operation, maintenance and annual inspections of all stormwater treatment devices. Two-thirds (2/3) of the total amount of the escrow account as determined by developer's engineer shall be deposited into the escrow account within the first five (5) years after issuance of the first Certificate of Occupancy and the full amount shall be deposited within ten (10) years following issuance of the first

Certificate of Occupancy. Funds shall be deposited each year into the escrow account. A portion of the annual assessments of the association shall include an allocation into the escrow account. Any funds drawn down from the escrow account shall be replaced so that the amount in the escrow fund is at all times equal to or greater than the required amount originally determined by the developer's engineer.

- D. The percent of developer contribution and the length of time to fund the escrow account may be varied by the Town of Wrightsville Beach depending on the design and materials of the stormwater control and management facility.
 - E. Granting to the Town of Wrightsville Beach a right of entry to inspect, monitor, maintain, repair, and reconstruct any Structural BMP.
 - F. Allowing the Town of Wrightsville Beach to recover from the Association and its members any and all costs the Town of Wrightsville Beach expends to maintain or repair the Structural BMP or to correct any operational deficiencies. Failure to pay the Town of Wrightsville Beach all of its expended costs, after forty-five (45) days written notice, shall constitute a breach of the agreement. The Town of Wrightsville Beach shall thereafter be entitled to bring an action against the association and its members to pay the amount owed. Interest, collection costs, and attorney fees shall be added to the recovery.
 - G. A statement that this agreement shall not obligate the Town of Wrightsville Beach to maintain or repair any Structural BMP, and the Town of Wrightsville Beach shall not be liable to any person for the condition or operation of any Structural BMP.
 - H. A statement that this agreement shall not in any way diminish, limit, or restrict the right of the Town of Wrightsville Beach to enforce any of its ordinances as authorized by law.
 - I. A provision indemnifying and holding harmless the Town of Wrightsville Beach for any costs and injuries arising from or related to the Structural BMP, unless the Town of Wrightsville Beach has agreed in writing to assume the maintenance responsibility for the BMP and has accepted dedication of the Structural BMP and related stormwater management facilities.
8. This Agreement imposes no liability of any kind whatsoever on the Town and the Owner agrees to hold the Town harmless from any liability in the event the Structural BMP fails to operate properly.
9. A copy of this Agreement shall be filed in the office of the New Hanover County Register of Deeds and in the office of the Stormwater Manager.

IN WITNESS WHEREOF, this Agreement was executed in duplicate originals by Owner and Town the day and year first written above.

OWNER: _____

_____ (seal)

Type Name
Title: _____

_____ (seal)

Type Name
Title: _____

TOWN OF WRIGHTSVILLE BEACH,
NORTH CAROLINA

(SEAL)

By: _____
Mayor

ATTEST:

Town Clerk

Approved as to form:

Town Attorney

Date

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public, do hereby certify that
_____ personally appeared before me this day and
acknowledged the due execution of the foregoing Agreement for the purposes therein set forth.

WITNESS my hand and notarial seal this the _____ day of
_____, _____.

Notary Public

My Commission Expires:

(SEAL)

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public, do hereby
certify that _____ personally appeared before me this day and acknowledged
that she is the Clerk, and that by authority duly given and as an act of the County, the foregoing
instrument was signed in its name by _____, Mayor, sealed with the
corporate seal and attested by her/himself as its Clerk.

WITNESS my hand and notarial seal this the _____ day of _____,
_____.

Notary Public

My Commission Expires:

(SEAL)

III. SUBMITTAL REQUIREMENTS

Existing Data

- Topography survey map
- Wetlands delineated (or note on map if none)
- Map with existing drainage and trees
- Soil test report w/ infiltration rate & SHWT
- Proposed BMP drawing (electronic & hardcopy)
- Engineering calculations and assumptions to support BMP design
- Manufacture’s or designer’s recommended installation/maintenance procedures

Proposed Site Data

- Impervious surface area
- Water quality features
- Proposed grades and improvements
- Required drainage

Notes:

- *All drawings to be in North Carolina State Plane coordinate system*
- *Drawings should show the drainage area for each BMP*
- *Separate area calculations must be shown for each BMP being installed*

IV. Applicant’s Certification

I, *(print applicant name)* _____, certify that the information included on this permit application form is, to the best of my knowledge, correct and that the project will be constructed in conformance with the approved plans, that the required deed restriction will be recorded and that the proposed project complies with the requirements of the Town of Wrightsville Beach Stormwater Management Ordinance (§50).

Signature _____ Date _____

Approved Disapproved
Stormwater Manager Signature _____ Date _____

Recordation Information

Name: _____
Address: _____

_____ Zip _____

Recorded in Deed Book No: _____
Page: _____
Signature: _____
Date: _____



Stormwater Permit Application Checklist

PREVIOUS EXISTING SITE DATA.

- Boundary and topography survey map including 1-ft contours
- Map of all existing drainage features
- Description/map of existing tree types and sizes
- Soil test report, including infiltration rate by double-ring infiltrometer and seasonal-high water table

SITE IMPROVEMENTS.

- Details and specifications to adequately describe the proposed improvements
- Map and description of impervious surface area
- Description of required water quality features
- Description of required drainage systems (show drainage areas for each BMP)
- Identification of points of discharge to the public drainage system or waterway
- Map of grades in 1-ft increments
- One set of electronic site plans with supporting calculations (in CAD or PDF format)
- One set of hardcopy site plans with supporting calculations (signed and sealed)
- Copy of the manufacturer's recommended maintenance schedules
- Copy of deed/final plat showing operation and maintenance agreement

NOTES:

Drawings:

- All drawings to be in North Carolina State Plane coordinate system
- All elevations shall be given in relation to mean sea level
- Each drawing shall have the following information in the title block: Street or project title, limits, horizontal and vertical scales, original date, revisions date, drawing number, checked by and drawn by. Recommended placement is lower right-hand corner.
- All drawings sealed, signed and dated by a NC Professional Engineer, Surveyor, Soil Scientist, or Landscape Architect shall perform services only in their competence
- Must show maintenance and operation requirements for all BMPs
- Must show drainage area for each BMP

Calculations:

- Narrative description of calculations (methods, variables, assumptions, etc.) and results.
- Stormwater BMPs must be designed in accordance with NCDENR *Stormwater BMP design manual*, and any supplements to the BMP design manual issued by the Town of Wrightsville Beach
- Show time of concentration for pre/post development conditions.
- Show pre-construction and post-construction runoff calculations for each outlet (at peak discharge points).
- Show pre-construction and post-construction design calculations and hydrographs.

Stormwater As-Built Submission Form

Prior to obtaining a Certificate of Occupancy, the following items must be provided to the Stormwater Manager 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 (1 paper copy)
- Electronic As-built Drawings (.dwg, .jpg, .tif, or pdf format)
- Engineer’s Stormwater BMP Certification
- Copy of deed and final plat

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 Wrightsville Beach Stormwater Ordinance and are grounds for the invocation of the injunctions and penalties defined therein, and/or requiring a submittal of a revised stormwater permit application. In the event that the Stormwater Manager 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 Wrightsville Beach 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 Manager has the authority to require other mitigation measures and proposed design plans to mitigate any potential impacts from the development.

Submitted By:
Signature: _____

Print: _____

Date: _____

FOR OFFICE USE ONLY

Permit No: _____

Date Received: _____

Received By: _____



Stormwater Annual Maintenance And Inspection Report

Instructions: All sections must be completed upon submittal. Any incomplete submittals will be returned. Please print or type information. If development has multiple BMP's, each BMP requires separate report.

Owner Information

Name: _____

Address: _____

_____ Zip _____

Recorded Deed Book No: _____ Page: _____

Statement of Inspection

- Inlet and/or Outlet devices obstructed by trash and/or debris
- Excessive erosion or sedimentation in or around the basin
- Cracking or settling of the dam
- Deterioration of inlet or outlet pipes
- Emergency spillway in good operating condition
- Side-slopes stability in good condition
- Up and downstream channels in good condition
- BMP in overall good condition and well maintained

Detailed Comments: _____

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Inspector Information:

Name: _____

Date Of Inspection: _____

Signature and Seal: _____

Date Of Signature: _____