



# TOWN OF MONTREAT

ZONING AND INSPECTIONS DEPARTMENT

P. O. Box 423

Montreat, NC 28757

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[www.townofmontreat.org](http://www.townofmontreat.org)

## **STORMWATER PERMIT – APPLICATION**

**Fee: \$400 per acre**, or portion thereof, for total disturbed acreage equal to or exceeding 12,000 sq. ft.

**Fee: \$100 flat fee** for less than 12,000 sq. ft. of disturbed area

### **Financial Responsibility / Ownership Form**

**INSTRUCTIONS:** *All sections must be completed. Please type or print information. Section 4 must be completed in the presence of a Notary Public. Application must be completed before a building or grading permit is processed.*

PERMIT #: \_\_\_\_\_

Residential

Commercial

Flood Zone

Elevation: \_\_\_\_\_

Rec. Date: \_\_\_\_\_

Section 1:

Owner Name: \_\_\_\_\_ Owner Phone #: \_\_\_\_\_

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

**Project Address:** \_\_\_\_\_ **PIN #:** \_\_\_\_\_

Total Acreage of Site: \_\_\_\_\_

Total Area Disturbed/Percentage Impervious/Impervious Surface Added: \_\_\_\_\_

Amount of fee enclosed: \_\_\_\_\_

#### **Section 2:**

Descriptions of Stormwater Management Practice (briefly describe and/or attach plan):

#### **Section 3:**

The undersigned states that he/she is the applicant/developer and/or property owner and is financially responsible for installation, operation and maintenance of the stormwater controls until ownership is conveyed and acknowledges requirements of the **Town of Montreat Article III: Stormwater Management Ordinance (see next page)** as well as the penalties and resources available to the Town in the event of violation of the Ordinance.

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

#### **Section 4:**

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

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

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

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

I, \_\_\_\_\_, a Notary Public for the County of \_\_\_\_\_, State of \_\_\_\_\_, hereby certify that the above personally appeared before me this day and under oath acknowledged that the above form was voluntarily executed by him and is correct to the best of his knowledge and belief.

Witness my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary

My Commission Expires

## **Town of Montreat – Required Documentation Worksheet for Stormwater Control Plan**

Per General Ordinances, Chapter K – Environment, Article III: Stormwater Management:

**Stormwater Control Permit (SCP)** is required for:

- Disturbed area of **≥5,000 sq. ft.**; or
- **≥ 24% total lot area developed to include impervious cover;**
- Or addition of **≥ 2,500 sq. ft. or more impervious surface**, unless exempt pursuant to this ordinance.

*Please state your project's disturbed area and/or impervious area in square feet:* \_\_\_\_\_

**304. Permit Application and Plans** to include:

1. Existing Conditions / Proposed Site Plans
2. Natural Resources Inventory
3. Stormwater Management System Plan

*Please attach Sec. 304 documentation to this application.*

**Area-Based Requirements** (two tiers)

- Larger Development Projects
  - Development on **lots ≥ 1 acre**;
  - Or on **lots ≤ 1 acre with ≥ 10,000 sq. ft. of disturbed area**.
  - Requires plan created by qualified Professional Engineer, environmental scientist, or landscape architect.
- Smaller Development Projects
  - Development on lots with **< 10,000 sq. ft. of disturbed area**
  - Requires demonstration of stormwater control via BMPs selected by applicant.
    - NOTE: Permeable pavement is limited to detention as a stormwater tool in WNC due to area soils having high clay content, lower permeability.

*Stormwater Control Plans (SCP) should include pre-development and post-development calculations.*

***Required documentation continued on next page***

## 305. General Standards

### Sec. 305 - Technical Standards

- Projects using LID/BMP approached must capture and treat runoff from the **first inch of rainfall**.
- When LID/BMP isn't practicable, project must control runoff for **1 year/24-hour storm** (for Black Mountain, as determined by NOAA) – Need to document in SCP
- Runoff volume drawdown time shall be a minimum of 48 hours, but not more than 120 hours.

### Sec. 305 - Recorded Deed Requirements for Stormwater Control Measures (SCMs) (aka BMPs)

3. The approval of the stormwater permit shall require an enforceable restriction on property usage that runs with the land, such as a recorded deed restriction or protective covenants, or designated space on approved preliminary plat or master plan to ensure that future development and redevelopment maintains the site consistent with the approved project plans.
4. When a Stormwater BMP or management system is established under the control of a neighborhood association or other private entity, the developer shall develop and provide an operations and maintenance manual on the BMP to the entity as well as to the Town of Montreat Zoning and Inspections Department for future reference.

*Please attach Sec. 305 documentation to this application.*

***NOTE: For individual home-build sites, a single recorded Deed constituting a Stormwater Management Agreement (installation, operations & maintenance, and inspections) can meet the Deed and Plat-related requirements noted in Sections. 305, 309, and 312.***

***See deed template: 2016\_11\_17\_Stormwater Management Agreement – SAMPLE for reference.***

## 309. Operation and Maintenance Agreement

The operation and maintenance agreement must be approved by the Stormwater Administrator prior to plan approval and shall be referenced on the final plat recorded with the County Register of Deeds upon final plat approval. A copy of the recorded maintenance agreement [***see Sec. 305 – Recorded Deed Requirements for Stormwater Control Measures (SCMs)***] shall be given to the Stormwater Administrator within fourteen (14) days following its recordation.

## 312. Notice to Owners

1. Deed Recordation and Indications On Plat. The applicable operations and maintenance agreement, including but not limited to conservation easement, or dedication and acceptance into public maintenance, pertaining to every structural BMP shall be referenced on the final plat and shall be recorded with the County Register of Deeds upon final plat approval.

If no subdivision plat is recorded for the site, then the operations and maintenance agreement, or conservation easement, or dedication and acceptance into public maintenance, {whichever is applicable} shall be recorded with the County Register of Deeds so as to appear in

**2016\_11\_17\_Stormwater Management Agreement - SAMPLE**

Prepared by and return to: Town of Montreat  
P.O. Box 423, Montreat, NC 28757

**STATE OF NORTH CAROLINA**

**COUNTY OF BUNCOMBE**

**STORMWATER MANAGEMENT/SCM FACILITIES AGREEMENT**

**THIS STORMWATER MANAGEMENT/SCM FACILITIES AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **TOWN OF MONTREAT**, a North Carolina municipal corporation, hereinafter referred to as the "Town, " and \_\_\_\_\_, hereinafter referred to as the "Landowner(s)."

**WITNESSETH:**

**THAT WHEREAS**, the Landowner is the owner of certain real property described as PIN # \_\_\_\_\_ at \_\_\_\_\_, Montreat, NC, hereinafter called the "Property".

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

**WHEREAS**, the Town of Montreat requires this document is expressly made a part of the deed to the property, to be approved by the Town provides for detention of stormwater within the confines of the property; and

**WHEREAS**, the Town and the Landowner, its successors and assigns, agree that the health, safety, and welfare of the residents of the Town, require that on-site Stormwater Control Measures (SCM) facilities be constructed and maintained on the Property; and

**WHEREAS**, the Town requires that on-site stormwater management/SCM facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns.

**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 stormwater management/SCM facilities shall be constructed by the Landowner(s), its successors and assigns, in accordance with the plans and specifications identified in the Plan to include [insert brief narrative description of proposed SCM(s)].
2. The Landowner, its successors and assigns, shall adequately maintain the stormwater management/SCM facilities. 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. An Annual Inspection Report form provided by the Stormwater Administration is to be used to establish what good working condition is acceptable to the Town.
3. The Landowner, its successors and assigns, shall inspect the stormwater management/SCM facility and submit an inspection report annually. The purpose of the inspection is to assure safe and proper functioning of the facilities. Deficiencies shall be noted in the inspection report.
4. The Landowner, its successors and assigns, hereby grant permission to the Town, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management/SCM facilities whenever the Town deems necessary. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. The Town shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.
5. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management/SCM facilities in good working condition acceptable to the Town, the Town 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 Landowner, its successors and assigns. This provision shall not be construed to allow the Town to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management/SCM facilities. It is expressly understood and agreed that the Town 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 Town.
6. The Landowner, 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 stormwater management/SCM facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed.
7. In the event the Town 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 Landowner, its successors and assigns, shall reimburse the Town upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the Town hereunder.

8. This Agreement imposes no liability of any kind whatsoever on the Town and the Landowner agrees to hold the Town harmless from any liability in the event the stormwater management/SCM facilities fail to operate properly.
9. This Agreement shall be recorded among the land records of Buncombe County, North Carolina, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the day and year first above written.

**[The remainder of this page is left blank intentionally. Signatures follow on attached page(s)]**

**Signature Page for Stormwater Management/SCM Facilities Agreement  
Between the Town of Montreat and \_\_\_\_\_**

\_\_\_\_\_  
[Name of Landowner] (Seal)

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STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, A Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ personally appeared before me this day and acknowledged the voluntary execution of the foregoing instrument.

Witness my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[Notarial seal]

\_\_\_\_\_  
Notary Public  
Typed of printed name of Notary:

\_\_\_\_\_

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