City of Raleigh

Local Program Information
For New Development Regulations
In the Falls Lake Watershed

December 2011
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Section 1
Local Program Information
City of Raleigh Local Program Information for Falls Lake New Development

The City of Raleigh chose to adopt stricter standards for new development located within the Falls Lake watershed. These standards mirror the “Draft Falls Lake Rules” published in March of 2010 by the Environmental Management Commission. The city chose to modify our existing ordinance rather than adopt the proposed Model Ordinance. The new ordinance with changes can be found in Section 3 of this document.

Proposed adoption timeline and effective date
The City adopted the stricter standards for nitrogen and phosphorous reduction in the Falls Lake Watershed on 2/1/2011 at a regularly scheduled City Council meeting. The new rules went into effect on 6/1/11.

Other Stormwater Programs
Currently, the City adheres to other Stormwater regulations as well. Raleigh is a Phase I NPDES community and enforces the Neuse River Sensitive Waters Management Strategy. Also, besides Falls Lake, the City regulates two other Water Supply IV watersheds, Swift Creek and Richland Creek.

Statement of Riparian Buffer Ordinance Compliance
The City has been compliant for the Riparian Buffers since 2001. There is a process contained within our City Regulations, in Part 10 Chapter 9, section 44.

State and Federal Entities Implementation
The City requires compliance for all governmental entities as well as all entities with power of imminent domain. In the past, this has been an exemption but it was removed through ordinance change August of 2010.

Area of Applicability
The Falls Watershed rules will be applied to all areas within City Limits and the Extra Territorial Jurisdiction that drain to Falls Lake. In addition, these rules will apply to all City Limits and Extra Territorial Jurisdiction that falls within the Swift Creek Basin. (See appendix for maps)

- **Minimum Qualifications of the Stormwater Administrator**
  All City staff performing plan review shall be certified by the North Carolina Cooperative Extension Service for plan review. Also, City Staff performing BMP inspections will be certified to inspect these devices. It is preferred that Senior Plan Review staff be registered as Professional Engineers and be certified as a Professional in Stormwater Quality and/or Erosion and Sediment Control. The Inspection Staff will be working towards a certification in Stormwater Inspections.

- **Maintenance/Inspection Program**
  The City will be ensuring maintenance of these devices by requiring the private property owners to be responsible for maintenance. On an annual
basis, the owner is responsible for having the devices inspected by a professional engineer, landscape architect or professional land surveyor. The City provides an annual certification form to be submitted by one of these professionals. BMP’s shall be inspected by the City randomly to help ensure compliance with the regulations. If the owner does not maintain the device in a satisfactory manner, then the City has the power to perform maintenance and assess the private property owner for the cost of repairs. For record keeping purposes, staff keeps a database of all the BMP’s permitted in the City.

- **Forms in Administrative Manual**
  - Site Review Application
  - Operations and Maintenance Manual Templates
  - As-built Certification Form
  - Annual Inspection Form

- **Ordinance**
The Falls Lake Watershed regulations can be found in Part 10 Chapter 10 of Raleigh City Code. Before adopting the new rules, a dedicated watershed chapter was created in addition to the changes.

- **Nutrient Loading Accounting Tool**
  City staff will be utilizing the Jordan/Falls nutrient load accounting tool when reviewing development in the Falls Lake and Swift Creek watersheds.

**Equivalent Program Option**
The City will be utilizing this option for enforcement. All aspects of the model ordinance have been incorporated into our existing development ordinance. The City will be exceeding the requirements of the model ordinance in a few areas (see Supplemental Information).
Section 2
Supplemental Information
Supplemental Information

Program Approval
The City Council has already approved the new regulations and they will go into effect on 6/1/11.

Ordinance Changes
For the new regulations, a new section of our City Code was created; they are in Part 10 Chapter 10 of our regulations.

Land Use Planning
The City’s Planning Department has performed two major updates to our land use planning. In 2009, our Comprehensive Plan was updated to reflect new growth patterns and new environmental regulations. In 2011, the City is updating all its development ordinances as part of the new *Unified Development Ordinance*. This should take effect by the end of calendar year 2011.

Appeal Process
The current appeals process is not changing with the new watershed regulations. All appeals are heard by the City Council and if approved, the appeal must then be heard by the Environmental Management Commission. Appeals will only be granted if both governing bodies approve them.

Exceeding Minimum Requirements
The City is electing to require new development to reduce their pollutant levels by 60% before they can utilize the buy down option. This is higher than the current state regulations.
Section 3
Model Ordinance
Provisions
ORDINANCE NO. (2011) TC TC-9-10

AN ORDINANCE TO ADOPT NORTH CAROLINA’S ENVIRONMENTAL MANAGEMENT COMMISSION’S NUTRIENT SENSITIVE REGULATIONS, APPLICABLE TO NEW DEVELOPMENT WITHIN THE CITY’S RESERVOIR WATERSHED PROTECTION AREA OVERLAY DISTRICTS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RALEIGH, NORTH CAROLINA that:

Section 1. Amend Raleigh City Code Section 10-3051(d), subsection title, to add the words “and Chapter 10” to the end of the subsection title.

Furthermore, amend Section 10-3051(d), first sentence, to add the words “and Chapter 10” immediately following the words “Chapter 9” as it appears twice in this sentence.

Section 2. Amend Raleigh City Code Section 10-9002, DEFINITIONS, the definition of Open space area, second sentence, to delete the word “and” immediately preceding the word “permanently” and include the following at the end of this second sentence: “, and other similar terms”.

Furthermore, amend Section 10-9002, the definition of Stormwater control plan, first sentence, to delete the word “chapter’ and substitute in lieu thereof “Code”.

Section 3. Amend Raleigh City Code Section 10-10002 [as amended by TC-8-10, ORD. (2010) 806TC338, effective 12/5/10], Definitions, to include in alphabetic order the following new definitions:

“Maintain or Maintenance. Any action necessary to keep stormwater control measures and devices in proper working condition, so that such facilities shall continue to comply with the standards of this chapter to prevent failure of stormwater control measures and devices and function as intended. Maintenance includes activities undertaken to prevent failure of stormwater control measures and devices, and includes maintenance activities identified on approved stormwater control plans, maintenance manuals, and the Raleigh Stormwater Control and Watercourse Buffer Manual.

Open space area. Primarily vegetated areas where development is restricted and no additional impervious surface may be placed without first obtaining a permit from the City of Raleigh. The following are open space areas: greenways and public parks, natural protective yards set forth in conditional use zoning districts, permanently protected undisturbed open space areas and other similar terms.
Stormwater control plan. The set of drawings and other documents that comprise all of the information and specifications for the drainage systems, structures, concepts, techniques, measures and devices that will be used to control nitrogen and phosphorous loads and stormwater runoff, as required by this Code and the Raleigh Stormwater and Watercourse Buffer Design Manual. Also included are the supporting engineering calculations, input data for any computer analysis, and results of any computer analysis.

Watershed stormwater control master plan. A conceptual plan approved by the Raleigh City Council, which establishes stormwater control policies for protected watersheds and recommendations for an entire watershed as an alternative to individual site specific stormwater control plans. The purpose of this plan is to meet or exceed the stormwater requirements of the State of North Carolina’s Falls Water Supply Nutrient Strategy in a more coordinated and cost effective manner through the use of regional stormwater control facilities as opposed to the exclusive use of on-site or off-site stormwater control facilities.”.

Section 4. Amend Raleigh City Code Section 10-10021 [as amended by TC-8-10, ORD. (2010) 806TC338, effective 12/5/10], RESERVOIR WATERSHED PROTECTION AREA OVERLAY DISTRICT REGULATIONS, to insert within reserved subsection (d) the following:

“(d) Nitrogen and Phosphorous Loading.

(1) New development.

Within the Reservoir Watershed Protection Area Overlay Districts, the maximum amount of nitrogen and phosphorous loading shall comply with subsection a. below. These regulations shall be applied to new development and expansions to impervious surfaces as set forth in the following paragraph occurring on or after June 1, 2011 unless the development is otherwise exempted pursuant to Chapter 406 of the 2009 Session Laws of the State of North Carolina. Substitutions of impervious surface done in accordance with §10-2146.2(a)(5) are allowed provided there is no net increase in impervious surface and equal or greater stormwater control is provided.

All lots and structures existing prior to June 1, 2011 shall not be deemed a nonconformity solely because of the application of these regulations. Additions and expansions to existing impervious surfaces, uses and structures shall comply with the requirements of these regulations; however, impervious surfaces existing prior to the initial application of these regulations shall not be included in the nitrogen and phosphorous loading calculations.
All stormwater management plans required for new development on properties located within a designated Reservoir Watershed Protection Area Overlay District shall comply with the following regulations.

a. Requirement

Nitrogen and phosphorous loads contributed by the proposed new development activity shall not exceed the unit-area mass loading rates as follows:

- Nitrogen: two and two-tenths (2.2) pounds per acre per year
- Phosphorus: thirty-three hundredths (0.33) pound per acre per year

The developer’s stormwater management plan shall determine the load reductions necessary to comply with the above maximums by utilizing the loading calculation method prescribed in the Raleigh Stormwater Control and Watercourse Buffer Manual.

Developments that comply with the watershed stormwater control master plan approved for its watershed protection area are exempted from the requirements of this subsection. Compliance with watershed stormwater control master plan shall include the installation within the development of all stormwater control measures shown on the watershed stormwater control master plan, payment of fees in lieu of installation, when allowed by the State, and payment of any applicable drainage fees if the facilities prescribed by the master plan are constructed.

b. Option for offsetting a portion of nutrient loading.

The developer shall have the option of offsetting a portion of the nitrogen and phosphorous load by implementing or funding off-site management measures. Prior to utilizing any off-site option, the developer’s stormwater management plan shall implement structural stormwater controls that attain a minimum of sixty (60) percent reduction in increased post-construction nitrogen loading rate and a minimum of sixty (60) percent in increased post-construction phosphorus loading rate on-site and, when applicable, implementing all engineered stormwater controls for compliance with National Pollutant Discharge Elimination P-11.
System (NPDES) requirements and any other State-mandated stormwater regulation.

Offsetting measures provided off-site by the developer shall achieve at least equivalent reductions in nitrogen and phosphorus loading as needed on-site to comply with the maximum loading rates specified above. Offsetting measures provided off-site shall meet the requirements of State Administrative Rule 15A NCAC 02B .0282, which may include the following:

- Within the Falls Basin: Payments to the NC Ecosystem Enhancement Program contingent upon acceptance of payments by that Program. Within the Swift Creek Basin: Payments to the City of Raleigh to implement the City-approved offset program; or

- A City of Raleigh approved offset program prescribed in the Raleigh Stormwater Control and Watercourse Buffer Manual; or

- An offset program proposed by the property owner which is located within the applicable reservoir watershed protection area basin subject to final approval by the City’s Public Works Director, or designee.

c. Maintenance of Stormwater Control Measures and Devices.

The land owner or person in possession or control of the land shall maintain, repair, reconstruct, replace and make payments for all stormwater control measures and devices and open space areas required by the stormwater control plan in accordance with §10-9027, unless those measures, devices, and open space areas are accepted for maintenance by a governmental agency.

(2) Existing development (RESERVED)."

Section 5. All laws and clauses of laws in conflict herewith are hereby repealed to the extent of said conflict.

Section 6. If this ordinance or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given separate effect and to the end the provisions of this ordinance are declared to be severable.
Section 7. This ordinance has been adopted following a duly advertised joint public hearing of the Raleigh City Council and the City Planning Commission following a recommendation of the Planning Commission.

Section 8. This ordinance has been provided to the North Carolina Capital Commission as required by law.

Section 9. This ordinance shall be enforced by law as provided in N.C.G.S. 160A-175 or as provided in the Raleigh City Code. All criminal sanctions shall be the maximum allowed by law notwithstanding the fifty dollar limit in G.S. 14-4(a) or similar limitations.

Section 10. This ordinance shall become effective June 1, 2011. This ordinance shall not apply to any unexpired building permit, unexpired site plan or subdivision approval, or site plan or subdivision application officially filed prior to the effective date of this ordinance.

ADOPTED: February 1, 2011

EFFECTIVE: June 1, 2011

DISTRIBUTION:
Provisions for Falls Lake Model Ordinance

It is Raleigh’s intention to adopt the Falls Lake New Development Rules by Reference into the Raleigh City Code. We do not intend to adopt the Model Ordinance or individual provisions of the Model Ordinance. Noted in the table below are references to the applicable comparable provisions in the Raleigh City Code and other documents for compliance.

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CHAPTER 10. - RESERVOIR WATERSHED PROTECTION AREA REGULATIONS

ARTICLE A. - GENERAL PROVISIONS.

Sec. 10-10001. - TITLE; PURPOSE.
Sec. 10-10002. - DEFINITIONS.
Sec. 10-10003. - SCOPE AND EXCLUSIONS.
Sec. 10-10004. - INCORPORATION OF RALEIGH STORMWATER CONTROL AND WATERCOURSE BUFFER MANUAL.
Sec. 10-10005. - CITY INSPECTION.
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Secs. 10-10010—10-10020. - RESERVED.

Sec. 10-10001. - TITLE; PURPOSE.

(a) This chapter shall constitute and be known and may be cited as the "Reservoir Watershed Protection Area Regulations" of the City of Raleigh, North Carolina.

(b) The purpose of this chapter is to protect, maintain, and enhance the public health, safety, and general welfare by establishing minimum requirements and procedures to control the adverse affect of stormwater runoff in the City's Reservoir Watershed areas.

(c) The application of this chapter and the provisions contained herein shall be the minimum stormwater control requirements in the City's Reservoir Watershed areas and shall not be deemed a limitation or repeal of any other obligations imposed by Federal or State regulations or judicial decisions.

(Ord. No. 2010-866-TC-338, §§, TC-8-10, 11-16-10, eff. 12-5-10)

Sec. 10-10002. - DEFINITIONS.

As used in this chapter, unless the context clearly indicates otherwise, the following definitions apply:

Buffer zone. Buffer zone means a strip of land adjacent to a lake or natural watercourse.

Completion of construction or development. Completion of construction or development means that no further land-disturbing activity is required on a phase of a project except that which is necessary for establishing a permanent ground cover.

Director. Director means the Director of the Division of Land Resources of the North Carolina Department of Environment, Health, and Natural Resources.

Discharge point. Discharge point means that point at which runoff leaves a tract of land.

Forestry. Forestry means activities undertaken on woodland areas where all of the following occur:

(a) The growing of trees; and
(b) The harvesting of timber, leaves or seeds; and

(c) The regeneration of trees by the replanting of trees at a rate of one inch caliper tree measured six (6) inches above the ground per every two hundred (200) square feet of tree disturbing activity area, as defined in Part 10 chapter 2, within two hundred twenty (220) days of harvesting; and

(d) The application of applicable “best management practices,” including the N.C. Department of Environment, Health and Natural Resources "Forest Practice Guidelines Related to Water Quality" - Title 15A North Carolina Administrative Code subchapter 11, sections 1.010—.6209 and all successor documents; and

(e) A forest management plan is prepared or approved either by a professional forester registered in the State of North Carolina or by the Division of North Carolina Forest Resources.

(Ord. No. 2006-762-TC-264, §21, TC-7-04, 1-4-05)

Impervious surface. An impervious surface is any material that significantly reduces and prevents natural infiltration of water into the soil. Impervious surfaces include but are not limited to roof, patios, balconies, decks, streets, parking areas, driveways, sidewalks, and any concrete, stone, brick, asphalt or compacted gravel surface. For the purposes of this chapter, the effective impervious covers for certain surfaces listed below as follows:

(a) Asphalt, concrete, crusher-run gravel, masonry, marl, wood, and other impermeable surfaces which prevent land area from infiltrating stormwater are one hundred (100) per cent impervious;

(b) Porous surfaces which permit direct infiltration of unconfined stormwater into ground areas which are prepared in accordance with plans approved by the soil conservation division of the City so that the first one-half (½) inch of stormwater infiltrates into the ground are seventy (70) per cent through ten (10) per cent impervious, depending on:

(1) Volume of stormwater stored;
(2) Slope of the ground area;
(3) Extent of porous openings;
(4) Condition of subgrade;
(5) Compaction;
(6) Extent of land disturbance; and
(7) Protection from siltation and clogging;

(c) Slatted wood decks that allow the drainage of water through the slats to the unpaved surface below are fifty (50) per cent impervious. If the area covered by the deck is washed gravel, the deck is thirty (30) per cent impervious.

(d) Ungraveled natural footpaths, water surfaces of swimming pools, and drainfields are zero (0) per cent impervious.

All other necessary determinations above impervious surfaces will be based on hydrological tests based on existing subgrade soils, slope, rainfall intensity and rainfall duration.


Lake or natural watercourses. Lake or natural watercourse means any natural or relocated stream, river, brook, swamp, sound, bay, creek, run, branch, canal, waterway, estuary, and any reservoir, lake or pond, natural or impounded, in which sediment may be moved or carried in suspension, and which could be damaged by an accumulation of sediment.

Land-disturbing activity. Any use of the land by any person in residential, recreational, industrial, educational, service, civic, office, institutional or commercial development, highway and road construction and maintenance that results in a change in the natural cover or topography or alters the natural structure of the land mass and that may cause or contribute to sedimentation.

Maintain or maintenance. Any action necessary to keep stormwater control measures and devices in proper working condition, so that such facilities shall continue to comply with the standards of this chapter to prevent failure of stormwater control measures and devices and function as intended. Maintenance includes activities undertaken to prevent failure of stormwater control measures and devices, and includes maintenance activities identified on approved stormwater control plans, maintenance manuals, and the Raleigh Stormwater Control and Watercourse Buffer Manual.

Nonconforming lot of record. Nonconforming lot of record means any lot described by a plat or a deed that was recorded prior to the initial application of the Urban Water Supply Watershed Protection Area Overlay District and at the time of initial application of the overlay district did not conform to the area and/or impervious coverage regulations contained in the schedule of Maximum Impervious Surface Limits in Urban Water Supply Watershed Protection Area Overlay District and Required Measures.

Open space area. Primarily vegetated areas where development is restricted and no additional impervious surface may be placed without first obtaining a permit from the City of Raleigh. The following are open space areas: greenways and public parks, natural protective yards set forth in conditional use zoning districts, permanently protected undisturbed open space areas and other similar terms.

Person responsible for the violation. Person responsible for the violation means:
The developer or any other person who has or holds himself out as having financial or operational control over the land-disturbing activity; or

(b) The landowner or person in possession or control of the land when he has directly or indirectly allowed the land-disturbing activity or has benefitted from it or he has failed to comply with any provision of this chapter, the act, or any order adopted pursuant to this chapter or the act that imposes a duty upon him.

Receiving watercourse. Receiving watercourse is a lake, natural watercourse, or other natural or man-made area into which stormwater runoff flows from a land-disturbing activity site.

Redevelopment. Redevelopment means any activity to a lot which already contains impervious surfaces or structures and which does one or more of the following:

(a) Adds impervious surfaces as defined herein.

(b) Reduces the permeability of partially impervious surfaces.

(c) Otherwise decreases infiltration of precipitation into the soil.

Site. Site means all contiguous land or bodies of water being disturbed or to be disturbed as a unit, regardless of ownership.

Storm drainage facilities. Storm drainage facilities means the man-made system of inlets, conduits, channels, ditches or other such facilities and appurtenances which collect and convey stormwater.

Stormwater control plan. The set of drawings and other documents that comprise all of the information and specifications for the drainage systems, structures, concepts, techniques, measures and devices that will be used to control nitrogen and phosphorous loads and stormwater runoff, as required by this Code and the Raleigh Stormwater and Watercourse Buffer Design Manual. Also included are the supporting engineering calculations, input data for any computer analysis, and results of any computer analysis.

Stormwater runoff. Stormwater runoff means the runoff of water resulting from precipitation in any form.

Ten-year storm. The stormwater runoff resulting from a rainfall of an intensity expected to be equaled or exceeded, on the average, once in ten (10) years, and of a duration which will produce the maximum peak rate of runoff, for the watershed of interest under average antecedent wetness conditions.

Twenty-five-year storm. Twenty-five-year storm means the surface runoff resulting from a rainfall of an intensity expected to be equaled or exceeded, on the average, once in twenty-five (25) years and of a duration which will produce the maximum peak rate of runoff, from the watershed of interest under average antecedent wetness conditions.

Tract. Tract means the same as "site."

Undertake. Undertake means the initiating of, conducting of, or continuing of, or being financially responsible for any activity, or phase of activity, which results or will result in a change in the ground cover or topography of a tract of land.

Velocity. The average velocity of flow through the cross-section of the main channel at the peak flow of the storm of interest. The cross-section of the main channel, if any, shall be that area defined by the geometry of the channel plus the area of flow below the flood height defined by vertical lines at the main channel banks. Overbank flows are not to be included for the purpose of computing velocity of flow.

Watershed stormwater control master plan. A conceptual plan approved by the Raleigh City Council, which establishes stormwater control policies for protected watersheds and recommendations for an entire watershed as an alternative to individual site specific stormwater control plans. The purpose of this plan is to meet or exceed the stormwater requirements of the State of North Carolina's Falls Water Supply Nutrient Strategy in a more coordinated and cost effective manner through the use of regional stormwater control facilities as opposed to the exclusive use of on-site or off-site stormwater control facilities.

Sec. 10-10003. - SCOPE AND EXCLUSIONS.

No person shall develop any property, subdivide any property, place any impervious surface nor undertake any land-disturbing activity on any property without having provided for appropriate stormwater control measures, watercourse buffers, or both to control stormwater in conformity with the requirements of this chapter. Except as otherwise excluded by this chapter, this chapter shall apply to all property within the Reservoir Watershed Protection Areas of the City.

Sec. 10-10004. - INCORPORATION OF RALEIGH STORMWATER CONTROL AND WATERCOURSE BUFFER MANUAL.

The Raleigh Stormwater Control and Watercourse Buffer Manual, and amendments thereto, on file in the City Clerk's Office, is hereby adopted by reference as fully as though set forth herein. If any standard, requirement, or procedure in this manual is in conflict with any provision of this Code, then the most stringent shall apply.
(Ord. No. 2010-806-TC-338, §8, TC-8-10, 11-16-10, eff. 12-5-10)

Sec. 10-10005. - CITY INSPECTION.

Agents and officials of the City shall have the right to inspect sites subject to the requirements of this chapter to determine whether the measures, devices and open space areas required by this chapter to control the quality of stormwater are installed and operating as approved, whether such measures, devices and open space areas are being maintained, and to determine if any encroachments or activities in any watercourse buffer area not permitted by this chapter have occurred. Notice of this right to make inspections shall be included in the watershed and watercourse buffer permits. No person shall obstruct, hamper, delay, resist or interfere with City agents or officials while in the process of carrying out their official duties.

(Ord. No. 2010-806-TC-338, §8, TC-8-10, 11-16-10, eff. 12-5-10)

Sec. 10-10006. - ENFORCEMENT.

(a) Civil penalties.

(1) Any person who violates any of the provisions of this chapter, any regulation, rule or order duly adopted pursuant to this chapter; or who undertakes or continues any activity for which a stormwater control plan is required except in accordance with the terms, conditions, and provisions of an approved plan shall be subject to the specific civil penalties set forth in §10-10008. Said penalties shall be assessed by the Public Works Department. The initial civil penalty shall be assessed from the date of the violation. No penalty shall be assessed unless the person alleged to be in violation is served by registered mail, certified mail-return receipt requested, personal service, notice of violation, or any other means authorized under G.S. 1A-1, Rule 4. The notice shall specify a time by which the person must comply with this chapter or any regulation, rule, or order, duly adopted pursuant to this chapter and inform the person of the actions that need to be taken to comply. In setting the time for compliance, the City shall take into consideration the quantity and complexity of the work, the consequences of delay, the effectiveness of action taken by the violator, and the staff investigative costs, but in no event shall the specified time limits be more than ten (10) consecutive calendar days for compliance, except a shorter time period may be required by the City inspector for an imminent threat to either severely degrade a watercourse or cause severe runoff. The notice shall state that failure to correct the violation within the specified time period will result in the additional civil and criminal penalties for a continuing violation. If, after the allotted time period has expired, corrective action has not been completed, the additional civil penalties shall be assessed from the date of the initial violation. Each day of continuing violation thereafter shall constitute a separate violation.

(2) The Public Works Department shall make written demand for payment upon the person in violation and shall set forth the amount of the penalty and the reason for assessing the penalty. Notice of the assessment shall be by registered or certified mail or any other means authorized under G.S. 1A-a, Rule 4. If the payment is not received within thirty (30) days after demand for payment is made, the matter shall be referred to the City Attorney for institution of a civil action in the name of the City, in the appropriate division of the general court of justice in Wake County for recovery of the penalty. Such civil actions must be filed within three (3) years of the date the assessment was due.

(b) Stop-work. A stop-work order may be issued if an activity is being conducted or was conducted in violation of this chapter, any regulation, rule or order duly adopted pursuant to this chapter, or is being undertaken or continued for which a stormwater control plan is required except in accordance with the terms, conditions and provisions of an approved plan and that either:

(1) The activity is being conducted without an approved plan, a permit, or both;
(2) The violation endangers life, property, or both or that such endangerment is imminent;
(3) The activity is being conducted without installing all protective measures and devices in accordance with the approved stormwater control plan.

All stop-work orders shall be in writing served on and directed to the person doing the work and shall state the specific work to be stopped, the specific reasons for the stoppage, and the conditions under which the work may be resumed. The stop-work order shall be rescinded by written notice if all the violations for which the stop-work order were issued are corrected, no other violations have occurred, and all measures necessary to abate the violations have been taken.

(c) Criminal penalties. Any person who knowingly or willfully violates any provision of this chapter, rule, regulation, order duly adopted or issued pursuant to this chapter or who knowingly or willfully undertakes or continues an activity for which a stormwater control plan is required, except in accordance with the terms, conditions, and provisions of an approved plan, shall be guilty of a misdemeanor punishable by imprisonment not to exceed ninety (90) days, or by a fine not to exceed five thousand dollars ($5,000.00), or both, in the discretion of the court.

(d) Injunctive relief.
(1) Whenever the City Council has reasonable cause to believe that any person is violating or threatening to violate this chapter, rule, regulation, or order duly adopted or issued pursuant to this chapter, or any term, condition or provision of an approved stormwater control plan, the City may, either before or after the institution of any other action or proceeding authorized by this Code, institute a civil action to restrain the violation or threatened violation. The action shall be brought in the Superior Court of Wake County.

(2) Upon determination by a court that an alleged violation is occurring or is threatened, the court shall enter any order or judgment that is necessary to abate the violation, to ensure that restoration is performed, or to prevent the threatened violation. The institution of an action for injunctive relief under this subsection 10-10009(d) shall not relieve any party to the proceeding from any civil or criminal penalty prescribed for violations to this Code.

(e) Restoration. Any person who violates any of the provisions of this chapter, any regulation, rule or order duly adopted pursuant to this chapter; or who undertakes or continues an activity except in accordance with the terms, conditions, and provisions of an approved stormwater control plan is required to restore the waters, land, and vegetation affected by the violation so as to minimize detrimental effects. The restoration plan shall first be approved by the City. This authority is in addition to any other civil or criminal penalty or injunctive relief authorized under this section.

(Old. No. 2010-806-TC-338, §8, TC-8-10, 11-16-10, eff. 12-5-10)

Sec. 10-10007. - SPECIFIC CIVIL PENALTIES.

(a) Civil penalties for specific violations of Part 10, Chapter 9 shall be assessed as follows:

(1) Work without a permit. Five thousand dollars ($5,000.00) per day for failure to secure a valid required stormwater control permit and/or watercourse buffer permit prior to conducting any land-disturbing activity, any development or expansion thereof, any placement of impervious surfaces, or any new use or construction.

(2) Failure to follow plan. Three thousand dollars ($3,000.00) per day for failure to conduct a land-disturbing activity, placement of impervious surfaces, development or expansion thereof in accordance with the provisions of an approved stormwater control plan.

(3) Failure to maintain stormwater control facilities. Two thousand five hundred dollars ($2,500.00) per day for failure to maintain stormwater control facilities.

(4) Failure to file inspections report. Two thousand five hundred dollars ($2,500.00) per day for failure to file required inspection report.

(5) Failure to submit as-built plans. Two thousand five hundred dollars ($2,500.00) per day for failure to submit required as-built plans.

(6) Failure to certify that installed stormwater measures and piped devices are in compliance. Two thousand five hundred dollars ($2,500.00) per day for failure to certify that installed stormwater measures and devices are in compliance with the Raleigh Stormwater Control and Watercourse Buffer Manual and City approved the stormwater control plan, including modifications thereto approved by the City.

(7) Falsified certification. Three thousand dollars ($3,000.00) for making a falsified certification.

(8) Failure to record, or timely record, with local register of deeds required plats, maintenance covenants, and escrow agreements. Two thousand five hundred dollars ($2,500.00) per day for failure to record, or timely record with the local register of deeds required plats identifying stormwater control facilities and/or required maintenance covenants, and/or required escrow agreements.

(9) Failure to revise plans. Two thousand five hundred dollars ($2,500.00) per day for failure to file an acceptable, revised stormwater control plan within the established deadline after being notified of the need to do so.

(10) Failure to correct a violation after notice. Five thousand dollars ($5,000.00) per day for failure to correct a violation within the time limitations established in a notice of violation.

(11) Failure to obey a stop-work order. Five thousand dollars ($5,000.00) per day for a violation of a stop-work order.

(12) Any other action or failure to act that constitutes a violation of this chapter. Two thousand five hundred dollars ($2,500.00) per day for any other action or failure to act that constitutes a violation of this chapter.

An additional civil penalty of one thousand dollars ($1,000.00) per day shall be charged to any person assessed a civil penalty for any violation of this chapter within the prior two (2) years. No initial civil penalty shall exceed five thousand dollars ($5,000.00); this limitation shall be inapplicable to continuous violations.

(Old. No. 2010-806-TC-338, §9, TC-8-10, 11-16-10, eff. 12-5-10)

Sec. 10-10008. - VARIANCES.

(a) The City Council may grant an exception from the requirements of this chapter if:

(1) There are unique circumstances applicable to the site such that strict adherence to the provisions of the chapter will result in unnecessary hardship or create practical difficulties; and
(2) The variance is in harmony with the general purpose and intent of this chapter;
(3) The variance will not violate any state or federal regulations; and
(4) In granting this variance, water quality has been protected, public safety and welfare has been assured, and substantial justice has been done.

(b) A written request for an exception shall be submitted to the City Clerk and shall state the specific variance sought, the justification for the variance, and what measures will be taken to insure the requirements of this chapter have been met to the maximum extent practicable. It shall include descriptions, drawings, calculations and any other information that is necessary to evaluate the proposed variance.

(c) No variance from §10-10021 and §10-10022, other than to reduce the width of the natural resource buffer yards, that would be inconsistent with either the Standards of the Water Supply Watershed Act, G.S. 143-214.5 or the regulations adopted pursuant thereto shall be granted without the prior approval of the North Carolina Environmental Management Commission. Upon receipt of such a variance request the City shall notify in writing, and in sufficient time to allow a reasonable comment period, all other local governments having jurisdiction within the water supply watershed. Each year the City will transmit to the North Carolina Environmental Management Commission a report on each variance request it receives from §10-10021 and §10-10022.

Sec. 10-10009. - APPEALS.

The disapproval or required modification of any proposed stormwater control plan, or the determination by the City of noncompliance, or failure to maintain shall entitle the aggrieved person to appeal this decision or lack of action to the City Council. Such appeal must be made in writing to the City Clerk and the City Manager within fifteen (15) days of written notice of disapproval or modification of a stormwater control plan, or determination of either noncompliance or failure to maintain.

Secs. 10-10010—10-10020. - RESERVED.

Raleigh, North Carolina, Code of Ordinances >> CODE COMPARATIVE TABLE >> PART 10 - PLANNING AND DEVELOPMENT >> CHAPTER 10 - RESERVOIR WATERSHED PROTECTION AREA REGULATIONS >> ARTICLE B. - ESTABLISHMENT OF RESERVOIR WATERSHED PROTECTION AREA REGULATIONS.

ARTICLE B. - ESTABLISHMENT OF RESERVOIR WATERSHED PROTECTION AREA REGULATIONS.

Sec. 10-10021. - RESERVOIR WATERSHED PROTECTION AREA OVERLAY DISTRICT REGULATIONS.
Sec. 10-10022. - URBAN WATER SUPPLY WATERSHED PROTECTION AREA OVERLAY DISTRICT REGULATIONS.

Sec. 10-10021. - RESERVOIR WATERSHED PROTECTION AREA OVERLAY DISTRICT REGULATIONS.

(a) Natural resource buffer yards within Reservoir Watershed Protection Area Overlay Districts. The establishment of and the uses permitted in the natural resource buffer yards are set forth in §§10-9040 through 10-9043. Within the Reservoir Watershed Protection Area Overlay District shown on the official zoning map, natural resource buffer yards are established along primary watercourses and secondary watercourses. These natural resource buffer yards provide an area where stormwater flows in a diffuse manner so that the runoff does not become channeled and infiltration of the stormwater and filtering of pollutants can take place.

(b) Impervious surface coverage in the Reservoir Watershed Area Protection Overlay District. (1) For all lots or portions of lots in existence prior to the application of this regulation* or lots established outside the subdivision process after that date, no additional impervious surface may
be added to the property, which would result in greater coverage by impervious surface than allowed by the following table:

*Editor's note: This regulation was made applicable by Ord. No. 1988-133-TC-305, TC-27-87, §§27, 28 3-1-88. See also: Ord. No. 1988-105-TC-304, TC-24-87, §§7, 8, 1-5-88; Ord. No.1985-511-TC-232, TC-270, §§ 3-5-86.*

MAXIMUM IMPERVIOUS SURFACE LIMITS IN RESERVOIR WATERSHED PROTECTION AREA OVERLAY DISTRICT AND REQUIRED MEASURES*

<table>
<thead>
<tr>
<th>Area</th>
<th>Without Stormwater Control Measures</th>
<th>With Retention, Detention, or Capture First Half-Inch of Runoff</th>
<th>With Wet Ponds Capturing First Inch of Rainfall</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary watershed protection areas of this Overlay District</td>
<td>6%; or 3,500 sq. ft. if this is not more than 12%</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Secondary water supply watershed protection areas of this Overlay District not connected to both City water and sewer utilities</td>
<td>12%; or 3,500 sq. ft. if this is not more than 24%</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Secondary water supply watershed protection areas of this Overlay District with connections to both City water and sewer utilities</td>
<td>12%; or 3,500 sq. ft. if this is not more than 24%</td>
<td>24%</td>
<td>30% or 3,500 sq. ft. if this is not more than 50%; 70% in areas designated in the Comprehensive Plan for higher impervious surfaces</td>
</tr>
</tbody>
</table>

*Exemptions see subsection e, below.
(Ord. No. 1993-297-TC-69, §2, 12-7-93; Ord. No. 2005-817-TC-267, §15, TC-7-05, 4-19-05)

(2) Impervious surfaces shall include all proposed public and private streets within the development approved after application of this ordinance*, and all impervious surfaces on any lot and common area. Calculation of the area of the development shall include all subdivision lots, new street rights-of-way established after application of this ordinance, and common areas, if any, within the watershed. Calculation of the area of the development shall exclude any widening of existing street rights-of-way, existing street rights-of-way and new street rights-of-way reserved in accordance with either §10-3019 or the Roadway Corridor Official Map Act, Chapter 136 Article 2E of the General Statutes.

*Editor's note: This ordinance was first applied on June 20, 1993.
(Ord. No. 1993-218-TC-60, §24, TC-10-93, 6-16-93)

(3) All lots established under the subdivision ordinance after the application of this Overlay District, shall comply with the impervious lot coverage standards in §10-3052(a).
(4) Substitutions of impervious surfaces done in accordance with §10-2146.2 (a)(6) are allowed.
(c) Required stormwater measures.
(1) Stormwater retention, detention, and capture. Within any secondary watershed protection area of the Reservoir Watershed Protection Area Overlay District those lots which are connected to both City water and sewer utilities and have a total maximum impervious surface of more than three thousand five hundred (3,500) square feet may have an impervious coverage of more than twelve (12) per cent and less than twenty-four (24) per cent; provided that, the first one-half (½) inch of stormwater which directly or indirectly runs off the surfaces, in excess of twelve (12) per cent, from said lot is:
  a. Retained for either infiltration into the soil or for evaporation into the air; or
  b. Detained for at least a twelve-hour period; or
  c. Captured by a wet pond in accordance with the table in subsection 2. below, and applicable regulations.

Additional impervious surface coverage is allowed in secondary reservoir watershed protection areas when the first inch of rainfall (including the amount from the first twenty-four (24) per cent impervious surface coverage) is captured by a wet pond in accordance with all applicable regulations of subsection (3) below.
(2) Stormwater runoff from streets. Where impervious surface coverage is equal to or less than twelve (12) per cent in any primary water supply watershed protection area or equal to or less than twenty-four (24) per cent in any secondary water supply watershed protection area of the Reservoir Watershed Protection Area Overlay District, the first one-half (½) inch of stormwater which directly or indirectly runs off any public or private street shall be contained within the development in accordance with the retention, or detention, or capture methods set forth in a.c. through e. of subsection (c)(1) above. Where impervious surface coverage is greater than twelve (12) per cent in any primary water supply watershed protection area, or greater than twenty-four (24) per cent in any secondary water supply watershed protection area of the Reservoir Watershed Protection Area Overlay District, the first one (1) inch of rainfall from public or private streets, including rights-of-way, shall be captured in a wet pond in accordance with subsection (3) below.

(Ord. No. 2005-817-TC-267, §16, TC-7-05, 4-19-05)

(3) Wet ponds. The first inch of rainfall within the development shall be captured in a wet pond of standing water when impervious surfaces exceed twenty-four (24) per cent in secondary reservoir watershed protection areas of the Reservoir Watershed Protection Area Overlay District. The capture of the first inch of rainfall shall be from the entire development, including all portions of impervious surfaces.

Except if located in areas designated in the Comprehensive Plan for higher impervious surfaces, the maximum per cent of impervious surface coverage in those portions of the secondary reservoir watershed protection areas connected to both City water and sewer utilities shall not exceed thirty (30) per cent unless the impervious surface coverage is three thousand five hundred (3,500) square feet per lot or less; in such instances the maximum impervious surface coverage allowed shall not exceed fifty (50) per cent.

When the development is located in portions of secondary reservoir watershed protection areas that are specifically designated in the Comprehensive Plan for higher impervious surfaces, the maximum impervious surface coverage shall not exceed seventy (70) per cent; provided, that the property is connected to both City water and sewer utilities. No more than five (5) per cent of the land area within any one (1) secondary reservoir watershed protection area may be developed with an impervious surface coverage in excess of fifty (50) per cent unless approved by the North Carolina Environmental Management Commission.

Editor's note: As of August 1, 2002, the total estimated amount of acreage representing five (5) per cent of the land within the jurisdiction of the City in the secondary reservoir watershed protection area of the Swift Creek Watershed Basin is two hundred thirty (230) acres, and within the secondary reservoir watershed protection area of the Falls Watershed Basin is ninety (90) acres. (Ord. No. 1993-218-TC-60, §24 TC-10-93, 6-15-93; Ord. No. 2003-373-TC-231, §41, TC-23-02, 2-4-03)

1. All wet pond design specifications and requirements are found within the City of Raleigh Stormwater Design Manual.

(Ord. No. 691-TC-360, §§2-4, TC-12-90, 12-16-90; Ord. No. 2005-817-TC-267, §17, TC-7-05, 4-19-05)

2. The wet pond shall be designed to remove eighty-five (85) per cent of the total suspended solids from a one (1) inch rainfall.

3. Vegetative filters, of at least thirty (30) feet in length, are required for the overflow and discharge of the wet pond.

4. The design storage volume shall be above the permanent pool.

5. The discharge rate following the one (1) inch rainfall design storm shall be such that the runoff does not draw down to the permanent pool level in less than forty-eight (48) hours and that the pond is drawn to the permanent pool level within one hundred and twenty (120) hours.

6. The inlet structure minimizes turbulence by using baffles or other appropriate design features.

7. To minimize sedimentation and eutrophication of the detention pond, runoff shall be pretreated by the use of infiltration swales and other appropriate design features.

State law reference: Title 15A N.C. Admin. Code Chapter 2H.1000 subsections (g)(2), (i), (k), and (l).

(d) Nitrogen and Phosphorous Loading.

(1) New development. Within the Reservoir Watershed Protection Area Overlay Districts, the maximum amount of nitrogen and phosphorous loading shall comply with subsection a. below. These regulations shall be applied to new development and expansions to impervious surfaces as set forth in the following paragraph occurring on or after June 1, 2011 unless the development is otherwise exempted pursuant to Chapter 406 of the 2009 Session Laws of the State of North Carolina. Substitutions of impervious surface done in accordance with §101-2146.2(a)(5) are allowed provided there is no net increase in impervious surface and equal or greater stormwater control is provided.
All lots and structures existing prior to June 1, 2011 shall not be deemed a nonconformity solely because of the application of these regulations. Additions and expansions to existing impervious surfaces, uses and structures shall comply with the requirements of these regulations; however, impervious surfaces existing prior to the initial application of these regulations shall not be included in the nitrogen and phosphorous loading calculations.

All stormwater management plans required for new development on properties located within a designated Reservoir Watershed Protection Area Overlay District shall comply with the following regulations.

a. Requirement. Nitrogen and phosphorous loads contributed by the proposed new development activity shall not exceed the unit-area mass loading rates as follows:
   — Nitrogen: Two and two-tenths (2.2) pounds per acre per year.
   — Phosphorus: Thirty-three hundredths (0.33) pound per acre per year.

   The developer's stormwater management plan shall determine the load reductions necessary to comply with the above maximums by utilizing the loading calculation method prescribed in the Raleigh Stormwater Control and Watercourse Buffer Manual. Developments that comply with the watershed stormwater control master plan approved for its watershed protection area are exempted from the requirements of this subsection. Compliance with watershed stormwater control master plan shall include the installation within the development of all stormwater control measures shown on the watershed stormwater control master plan, payment of fees in lieu of installation, when allowed by the State, and payment of any applicable drainage fees if the facilities prescribed by the master plan are constructed.

b. Option for offsetting a portion of nutrient loading. The developer shall have the option of offsetting a portion of the nitrogen and phosphorous load by implementing or funding off-site management measures. Prior to utilizing any off-site option, the developer's stormwater management plan shall implement structural stormwater controls that attain a minimum of sixty (60) percent reduction in increased post-construction nitrogen loading rate and a minimum of sixty (60) percent in increased post-construction phosphorus loading rate on-site and, when applicable, implementing all engineered stormwater controls for compliance with National Pollutant Discharge Elimination System (NPDES) requirements and any other State-mandated stormwater regulation.

   Offsetting measures provided off-site by the developer shall achieve at least equivalent reductions in nitrogen and phosphorus loading as needed on-site to comply with the maximum loading rates specified above. Offsetting measures provided off-site shall meet the requirements of State Administrative Rule 15A NCAC 02B .0282, which may include the following:
   — Within the Falls Basin: Payments to the NC Ecosystem Enhancement Program contingent upon acceptance of payments by that Program.
   — Within the Swift Creek Basin: Payments to the City of Raleigh to implement the City-approved offset program; or
   — A City of Raleigh approved offset program prescribed in the Raleigh Stormwater Control and Watercourse Buffer Manual; or
   — An offset program proposed by the property owner which is located within the applicable reservoir watershed protection area basin subject to final approval by the City's Public Works Director, or designee.

c. Maintenance of stormwater control measures and devices.
   The landowner or person in possession or control of the land shall maintain, repair, reconstruct, replace and make payments for all stormwater control measures and devices and open space areas required by the stormwater control plan in accordance with §10-9027, unless those measures, devices, and open space areas are accepted for maintenance by a governmental agency.

(2) Existing development (Reserved).

(o) Maintenance of stormwater control measures. When retention devices, detention devices, or wet ponds serve more than one (1) lot and are located on private property, there shall be recorded a maintenance covenant which complies with §10-9027(b) for sharing the maintenance costs. There shall also be recorded, after approval by the City, in the Wake County Registry, a map showing the location of the retention device, detention device, or wet pond on the lot; said map shall bear the following note:

"The stormwater control facilities, which serve more than one (1) lot, that are not accepted for maintenance by a governmental agency are required by the Raleigh City Code to be owned and maintained by a property owners association for which all lot owners shall be a member."

No retention device, detention device, or wet pond shall be installed except in accordance with the requirements of the Raleigh City Code.

In addition to the required maintenance covenant, any person who installs stormwater control facilities which serve more than one lot shall execute and record the City form declaration required by §10-3073.
(b) containing provisions for developments with common elements and common expenses as well as a subsequent recorded properly owners association declaration conforming to either G.S. 47C or 47F or any successor statute.

Cross reference: Stormwater control measures in Reservoir Watershed Protection Overlay District for new subdivisions, §10-3001(c) and §10-3002.

(f) Exemptions.

(1) The impervious surface coverage limitations and stormwater retention, detention, and capture requirements within the secondary watershed protection area of the Reservoir Watershed Protection Area Overlay District are inapplicable to any street, right-of-way, lot, or improvement therein if its stormwater runoff flows by gravity to a watercourse located outside the Overlay District. All gravity flow drainage plans shall be approved by the Soil Conservation Division of the City.

(2) The impervious surface coverage limitations and stormwater retention, detention, and capture requirements are inapplicable to a lot separated by deed conveyance prior to June 20, 1993; provided that, the lot is developed for a single-family dwelling with no more than three thousand five hundred (3,500) square feet of impervious surfaces and the owner does not own any other contiguous real property which could be recombined in accordance with §10-3005.

(g) Forestation of lots located within Reservoir Watershed Protection Area Overlay Districts.

(1) Except as otherwise provided in subsections 2. through 4. below, every lot located within a reservoir watershed protection area overlay district shall provide and maintain an area set aside for trees equal to at least forty (40) per cent of the lot area. Within this area, trees shall either be preserved or planted in accordance with this subsection. Tree areas may be one contiguous area or scattered areas throughout the lot, but no required tree area shall be less than one-fifth (1/5) of the total gross land area required to be set aside for trees. All areas required herein to be set aside for trees shall be wooded. Wooded areas may consist of either areas where active tree preservation is observed or tree planting areas. Each active tree preservation area must contain a minimum of two (2) inches of tree caliper (6.25 inches of circumference) per every 100 square feet, and within such areas, active tree preservation, as defined in §10-2002(b), shall be followed. Areas that are set aside for trees that do not meet the standards for active tree protection areas must be planted with shade trees, as defined in §10-2002(b). The minimum size and planting rate of new tree plantings used to fulfill this requirement shall be either one (1) bare-rooted tree, at least fourteen inches tall planted per one hundred (100) square feet (10' by 10' centers), or, one (1) two (2) inch caliper tree (6.25 inches of circumference) measured at six (6) inches above grade planted per two-hundred (200) square feet.

(2) For lots located within areas designated "New Urban Residential" by the Swift Creek Land Management Plan of the City's Comprehensive Plan, the regulations for subparagraph 1. above shall apply with the exception that lots shall provide and maintain an area set aside for trees equal to at least twenty-five (25) per cent of the lot area.

(3) For lots located within cluster unit developments, areas set aside for trees may in lieu of being situated on the individual dwelling lots may instead be located within open space lots which are common areas of the homeowners association, provided that, the overall acreage set aside for trees is not diminished.

(4) The requirements of subsection f. shall not apply to lots devoted exclusively to stormwater control measures or to those lots located in those areas of the Comprehensive Plan designated for impervious surfaces in excess of thirty (30) per cent.


Sec. 10-10022. - URBAN WATER SUPPLY WATERSHED PROTECTION AREA OVERLAY DISTRICT REGULATIONS.

(a) Natural resource buffer yards within Urban Water Supply Watershed Protection Area Overlay Districts. The establishment of and the uses permitted in the natural resource buffer yards are set forth in §§10-9040 through 10-9044. Within the Urban Water Supply Watershed Protection Area Overlay District shown on the official zoning map, natural resource buffer yards are established along all
perennial watercourses. These natural resource buffer yards provide an area where stormwater flows in a diffuse manner so that the runoff does not become channeled and infiltration of the stormwater and filtering of pollutants can take place.

(b) **Impervious surface coverage in the Urban Water Supply Watershed Protection Area Overlay District.**

(1) For all lots or portions of lots in existence prior to the application of this regulation or lots established outside the subdivision process after that date, no additional impervious surface may be added to the property, which would result in greater coverage by impervious surface than allowed by the following table:

*Editor’s note: This regulation was enacted on April 19, 2005, [Ord. No. 2005-817-TC-267, TC-7-05] and first became applicable on April 24, 2005.

**MAXIMUM IMPERVIOUS SURFACE LIMITS IN URBAN WATER SUPPLY WATERSHED PROTECTION AREA OVERLAY DISTRICT AND REQUIRED MEASURES***

<table>
<thead>
<tr>
<th>Area</th>
<th>Without Stormwater Control Measures</th>
<th>With Retention, Detention, or Capture First Inch of Rainfall</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary water supply watershed protection areas of this Overlay District</td>
<td>24% or two dwelling units of a single family detached development per acre (or 20,000 square foot lot excluding roadway right-of-way)</td>
<td>50%</td>
</tr>
<tr>
<td>Secondary water supply watershed protection areas of this Overlay District</td>
<td>24% or two dwelling units of a single family detached development per acre (or 20,000 square foot lot excluding roadway right-of-way) or three dwellings per acre or 36 percent built upon area for projects without curb and gutter street systems</td>
<td>70%</td>
</tr>
</tbody>
</table>

*Exemptions see subsection e. below.

Land shall be deemed compliant with the intensity requirements if the following condition is met: The intensity of all existing development at the time of reclassification does not exceed the density requirement when densities are averaged throughout the entire area.

(2) Impervious surfaces shall include all proposed public and private streets within the development approved after application of this ordinance, and all impervious surfaces on any lot and common area. Calculation of the area of the development shall include all subdivision lots, new street rights-of-way established after application of this ordinance, and common areas, if any, within the watershed. Calculation of the area of the development shall exclude any widening of existing street rights-of-way, existing street rights-of-way and new street rights-of-way reserved in accordance with either §10-3019 or the Roadway Corridor Official Map Act, Chapter 136 Article 2E of the General Statutes.

*Editor’s note: This ordinance was enacted on April 19, 2005, [Ord. No. 2005-817-TC-267, TC-7-05] and first became applicable on April 24, 2005.

(3) All lots established under the subdivision ordinance after the application of this Overlay District, shall comply with the impervious lot coverage standards in §10-3052.1(a).

(4) Redevelopment is permitted when the activity does not result in a net increase of impervious surface and provides equal or greater stormwater control than the previous development and substitutions of impervious surfaces is done in accordance with §10-2146.2(a)(5).

(5) Any lot of record existing prior to the initial application of the overlay district that does not conform to the area and/or impervious coverage regulations contained in the schedule of Maximum Impervious Surface Limits In Urban Water Supply Watershed Protection Area Overlay District and Required Measures of §10-10022(b)(1) and which lot contains a detached single family dwelling is exempt from the regulations of this overlay district, except there shall be no exemption if the lot is contiguous to any other lot owned by the same person. Additions and expansions to existing structures shall comply with the requirements of this overlay district, however, impervious surfaces existing prior to the initial application of these regulations shall not be included in the impervious surface coverage calculations.

*Editor’s note: These regulations first became applicable on October 12, 2008.
Required stormwater measures.

(1) Stormwater retention, detention, and capture. Within any primary or secondary watershed protection area of the Urban Water Supply Watershed Protection Area Overlay District those lots which are connected to both City water and sewer utilities and have a total impervious coverage of more than twenty-four (24) per cent; provided that approved engineered stormwater controls shall control runoff from the first one (1) inch of rainfall which directly or indirectly runs off the surface, in excess of twenty-four (24) per cent from said lots is:

- Retained for either infiltration into the soil or for evaporation into the air; or
- Detained for at least a twelve-hour period; or
- Captured by a wet pond in accordance with applicable regulations.

All engineered stormwater controls shall be in strict compliance with the City of Raleigh Stormwater Design Manual and shall be designed to control all the runoff they receive.

(2) Stormwater runoff from streets. Where impervious surface coverage is greater than twenty-four (24) per cent, the first inch of stormwater which directly or indirectly runs off any public or private street, including rights of way, shall be contained within the development in accordance with the retention, or detention, or capture methods set forth in a. through c. of subsection (c)(1) above.

Maintenance of stormwater control measures.

When retention devices, detention devices, or wet ponds serve more than one (1) lot and are located on private property, there shall be recorded a maintenance covenant which complies with §10-9027(b) for sharing the maintenance costs. There shall also be recorded, after approval by the City, in the Wake County Registry, a map showing the location of the retention device, detention device, or wet pond on the lot; said map shall bear the following note:

"The stormwater control facilities, which serve more than one (1) lot, that are not accepted for maintenance by a governmental agency are required by the Raleigh City Code to be owned and maintained by a property owners association for which all lot owners shall be a member."

No retention device, detention device, or wet pond shall be installed except in accordance with the requirements of the Raleigh City Code.

In addition to the required maintenance covenant, any person who installs stormwater control facilities which serve more than one lot shall execute and record the City form declaration required by §10-3073(b) containing provisions for developments with common elements and common expenses as well as a subsequent recorded property owners association declaration conforming to either G.S. 47C or 47F or any successor statute.

Cross reference: Stormwater control measures in Water Supply Watershed Protection Overlay District for new subdivisions, §10-3051(c), §10-3052 and §10-3052.1

Exemptions.

(1) The impervious surface coverage limitations and stormwater retention, detention, and capture requirements within the secondary water supply watershed protection area of the Urban Water Supply Watershed Protection Area Overlay District are inapplicable to any street, right-of-way, lot, or improvement thereon if its stormwater runoff flows by gravity to a watercourse located outside the Overlay District. All gravity flow drainage plans shall be approved by the Stormwater Services Division of the City.

(2) Any lot of record existing prior to the initial application of the overlay district that does not conform to the area and/or impervious coverage regulations contained in the schedule of Maximum Impervious Surface Limits in Urban Water Supply Watershed Protection Area Overlay District and Required Measures and which lot contains a detached single family dwelling is exempt from the regulations of this overlay district, except there shall be no exemption if the lot is contiguous to any other lot owned by the same person. Additions and expansions to existing structures shall comply with the requirements of this overlay district, however, impervious surfaces existing prior to the initial application of these regulations shall not be included in the impervious surface coverage calculations.

Editor's note: These regulations first became applicable on October 12, 2008.

(3) For all lots or portions of lots in existence prior to the application of this regulation* or lots established outside the subdivision process after that date, the impervious surface coverage limitations and stormwater retention, detention, and capture requirements within the Urban Water Supply Watershed Protection Area Overlay District are inapplicable to any single development that disturbs less than one (1) acre.

Editor's note: These regulations first became applicable on October 12, 2008.

Sec. 10-9027. - MAINTENANCE OF STORMWATER CONTROL MEASURES AND DEVICES.

(a) General.
The land owner or person in possession or control of the land shall maintain all on-site stormwater control facilities and all open space areas required by the approved stormwater control plan unless those facilities and open space areas are accepted for maintenance by a governmental agency. The land owner entitled to the exclusive use of an on-site drainage easement for one or more stormwater control facilities not accepted for maintenance by a governmental agency shall maintain said stormwater control facilities.

(b) Maintenance Covenant.
For off-site stormwater control facilities and for all other stormwater control facilities which serve more than one (1) lot that are not accepted for maintenance by a governmental agency, the developer shall execute and record with the local county register of deeds office a maintenance covenant with the following contents:

1. Location of stormwater control facilities and drainage easements.
A description of portions of property where stormwater control facilities are located as well as a description of the location of all private drainage easements conveying stormwater to and from the development to the facilities. The maintenance covenant shall establish a process for relocating private drainage easements. But no relocation of a private drainage easement shall be valid without the prior approval of the City.

2. Easement rights of lot owners.
A statement that owners and tenants of properties which will be served by the stormwater control facilities are granted perpetual, irrevocable and non-exclusive easement rights and privileges to use, construct, install, inspect, replace, reconstruct, repair and maintain those stormwater control facilities - including the right to access those stormwater control facilities, private drainage easements and other portions of the development as reasonably necessary to perform the granted easement rights. And, the granting of perpetual, irrevocable and non-exclusive easement rights and privileges to transport, store, and discharge stormwater to and from the stormwater control facilities.

3. City easement right of entry/no city responsibility.
Developer, the association if any, and the lot owners hereby grant the City a permanent nonexclusive irrevocable easement over the lots, stormwater control facilities and private drainage easements for inspection, maintenance, repair, construction, installation, re-construction, replacement and other work on in, and over the stormwater control facilities. The developer, the association if any, and the lot owners also grant the City a permanent irrevocable nonexclusive right of ingress, egress, and regress over and across all public or private easements on the property, including but not limited to private roads, for inspection, maintenance, repair construction, installation, re-construction, replacement and other work on the stormwater control facilities. The term City as used in this provision, includes employees, agents, and contractors of the City. The grant of these rights does not obligate the City to exercise them or to take any other action.

4. Stormwater operations and maintenance manual and budget.
A stormwater operations and maintenance manual and budget conforming to §10-9026(b) shall be attached to and incorporated into the maintenance covenant as an exhibit.

5. Insurance.
As part of the routine costs and expenses of maintaining any stormwater control facility, the owner of the stormwater control facility (or the association or commercial lot owner responsible for maintenance, as either may be applicable) must procure and maintain in full force and effect liability insurance in an amount of not less than one million dollars ($1,000,000.00) of coverage.

A statement that stormwater control facilities shall be maintained in accordance with the attached stormwater operations and maintenance manual and budget, and at all times, the stormwater control facilities shall comply with all applicable laws, ordinances, regulations, rules and directives of governmental authorities, and that the stormwater control facilities shall perform as designed.

A statement that the homeowners' association, property owners' association, or designated commercial lot owner shall be responsible continually for all stormwater control facilities in accordance with the attached stormwater operations and maintenance manual and budget. That failure to maintain any stormwater control facility as set forth herein and in the Code is a violation of the Raleigh City Code potentially subjecting each lot owner subject to this legal document to significant daily civil penalties and other enforcement actions.

8. Stormwater control facilities maintained by an association.
If an association is delegated maintenance responsibilities for the stormwater control facilities, then membership into the association shall be mandatory for each parcel served by the facility and any
successive owner of the parcel, membership being appurtenant to the parcel and running with ownership of the parcel. The association shall have the power to levy assessments for operation and maintenance of the stormwater control facilities and that all unpaid assessments levied by the association shall become a lien on the individual parcel. Calculation of the assessment charge shall be set forth in a subsequent recorded document. All associations responsible for maintenance of stormwater control facilities shall be established in accordance with Chapters 47C or 47F of the North Carolina General Statutes or successor statutes, and the property owners association declaration shall conform to §10-3073(b), that shall be set forth in forms approved by the City which may be supplemented by subsequent documents recorded thereafter. Common expenses of the Association include, without limitation, costs and expenses for operation and maintenance of stormwater control facilities, all costs for insurance premiums and other costs listed in the stormwater operations maintenance manual and budget.

(10) Stormwater control facilities maintained by a commercial lot owner.
If a commercial lot owner is responsible for maintenance of the stormwater control facilities, said owner is responsible for making all repairs, replacements of the stormwater control facilities in accordance with the construction drawings approved by the City. Each parcel served by the stormwater control facility and any successive owner of the parcel shall be subject to an assessment charge levied by the designated responsible lot owner. The assessment charge shall include, without limitation, the actual costs for repairing and maintaining the stormwater control facility, all costs for insurance premiums associated with the stormwater control facility, costs of required inspections of the stormwater facility, and other costs listed in the stormwater operations maintenance manual and budget. Calculation of the assessment charge shall be set forth in a subsequent recorded document. Any assessment charge levied against a lot and remaining unpaid for a period of thirty (30) days or longer after the payment due date shall be delinquent and shall constitute a default of this covenant entitling the lot owner responsible for maintenance of the stormwater control facilities to bring an action at law against the defaulting party plus interest charges, together with all cost and expenses of collection incurred, such as without limitation, court costs and reasonable attorney fees actually incurred. Each parcel owner served by the stormwater control facility shall have the right to maintain, repair and replace the facility if after 45 days written notice the commercial lot owner responsible for maintenance repair and replacement fails to faithfully discharge its responsibility. The parcel owner doing the work shall have the same right as the designated commercial lot owner has to assess the other lots served by the stormwater control facility. At any time the commercial lot owner responsible for the maintenance of stormwater control facilities may assign its responsibilities and rights to a property owners association established in accordance with Chapters 47C or 47F of the North Carolina General Statutes or successor statutes; in such instance, the owners of the parcels served by the stormwater control facility shall be members of the created property owners association.

(11) City right to maintain and repair stormwater control facilities and city's right of reimbursement.
If stormwater control facilities are not performing adequately or as intended or are not properly maintained or replaced the City, in its sole discretion, may, after written notice sent to the lot owners and any association, enter the development and perform such construction, installation, repair, reconstruction, replacement and maintenance of the stormwater control facilities as is necessary to remedy the situation. In such instances, the City shall be fully reimbursed for its costs of inspecting, monitoring, designing, constructing, repairing, reconstructing, replacing and installing the stormwater control facility of facilities. Such costs include the costs of administration, overhead, contracting and public advertising. In addition to any other rights the City has to be reimbursed for its costs, the City may levy an assessment against each lot served by the noncompliant stormwater control facility. No assessment will be levied by the City without prior notice to affected lot owners. Any unpaid assessment levied by the City shall be, as allowed by law, a lien against the delinquent lot.

(12) City's right to private assessments.
In addition to all of the remedies set forth herein, if the City has not been fully repaid for the work the City performed on any stormwater control facility owned, in fee or easement, by either an association, or a commercial lot owner with the power to assess lot owners for maintenance of the stormwater control facility, the association and the private commercial lot owner hereby assign to the City its right to receive common expense assessments, including stormwater assessments. The association and private commercial lot owner hereby designate and appoint the City as attorney in fact for the expressed and limited purpose of assessing and pursuing collection of such unpaid paid reimbursement owed to the City. No assignment of assessment rights shall become effective without sixty (60) days prior written notice to the applicable private commercial lot owner, association and its members.

(13) Action for specific performance.
Recognizing the consequences to the City of non-compliance with the obligations of this maintenance covenant, the City shall have the right to seek, in any court of appropriate jurisdiction, judicial action for specific performance of any of the obligations, and remedies established in this maintenance covenant. This right of the City shall not limit any other remedies or enforcement options available to the City under this covenant, the City Code or State law.

(14) No public adoption.
The City's exercise of its rights under this maintenance covenant, or its abatement of public nuisance, or its repair of unsafe structures does not constitute adoption of any stormwater control facility by the City.

The legal authority of the City is not intended to impede or prohibit the association or lot owners from taking all necessary actions to inspect, maintain, repair, replace, and reconstruct stormwater control facilities so that they function safely and perform the function for which they were created.

(15) City's right of non-action.

A statement that this maintenance covenant shall not obligate the City to monitor, maintain, repair, reconstruct, install, replace, any stormwater control facility or measure, and that the City shall not be liable to any person for the condition or operation of stormwater control facilities.

(16) Governmental functions; superseding regulations.

A statement that nothing contained in this maintenance covenant shall be deemed or construed to in any way stop, diminish, limit, or impair the City from exercising any regulatory, policing, legislative, governmental, or other powers or functions. In addition, this maintenance covenant does not restrict or prevent the application of later adopted ordinances or other enactments which may supplement or supersede the provisions of this covenant.

(17) Joint and several liability.

A statement that each lot owner served by one or more stormwater control facilities is jointly or severally responsible for repairs, replacement and maintenance of the stormwater control facilities, including payment of any unpaid ad valorem taxes, public assessments for improvements, and unsafe building and public nuisance abatement liens charged against the stormwater control facility and/or the lots served by the facility — including all interest charges thereon, together with all cost and expenses of collection incurred, such as without limitation, court costs and reasonable attorney fees actually incurred. The maintenance covenant shall establish against all other owners whose portions of real property are served by the same stormwater control facility a right of contribution in favor of each owner who pays more than the owner's pro rata share of costs and expenses. Pro-rata sharing being determined either by maintenance assessment provisions for stormwater control facilities in subsequently recorded documents or by dividing the acreage of such owner's portion of the real property served by the stormwater control facilities by the total acreage of the portion of the development served by the same stormwater control facility when no maintenance assessment covenants apply to the property. That failure to maintain stormwater control facilities is a violation of the City Code potentially subjecting each lot owner subject to this legal document to significant daily civil penalties and other enforcement actions.

(18) Permanently protected undisturbed open space areas.

A statement that within permanently protected undisturbed open space areas and permanently preserved undisturbed open space areas no land-disturbing activity, no tree disturbing activity as defined in the Raleigh Zoning Code, placement of impervious surface, removal of vegetation, encroachment, construction or erection of any structure shall occur except in accordance with a watercourse buffer permit first being issued by the City of Raleigh.

(19) Severability.

That the sections, paragraphs, sentences, clauses and phrase of this maintenance covenant are severable, and if any phrase, clause, sentence, paragraph or section of this covenant is declared invalid by the valid judgment, order or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this covenant.

(20) Subordination.

To protect the interests of the City and the public at large, any existing deed of trust mortgage or lien encumbering the property, other than tax liens for the current tax year or governmental improvement assessments, must be subordinated to this maintenance covenant.

Prior to recording the maintenance covenant, the attorney who prepared the maintenance covenant shall certify in writing to the City that the maintenance covenant was prepared on a City form that contains all the contents required by Raleigh City Code §10-9027(b). Certifications shall be on forms approved by the City and shall include a City form maintenance covenant.

The maintenance covenant shall be recorded with the local register of deeds office prior to the recording of any new lot served by the stormwater control facility or prior to the issuance of any development permit for any existing lot except for improvements made pursuant to Part 10, Chapter 3 of this Code. The maintenance covenant shall be binding on all subsequent owners of land served by the stormwater control facilities. A recorded copy of the maintenance covenant shall be given to the Stormwater Utility Division of the Public Works Department of the City within fourteen (14) days following the recording of the maintenance covenant, but no building permit shall be issued for the property until a recorded copy of the maintenance covenant is provided to the Department of Inspections.

(c) Payment to Stormwater Facility Replacement Fund.

At the time of either recording a subdivision plat or issuance of a building permit for a lot not established by subdivision, whichever event first occurs, the developer shall pay to the City a stormwater facility replacement fund payment, which payment shall equal twenty-four percent (24%) of the estimated cost of constructing all stormwater control facilities shown on applicable development plans. The purpose of the stormwater
replacement fund is to ensure that adequate funds are available for the maintenance, repair replacement and reconstruction of stormwater control facilities required by this Code. To that end, funds expended from the stormwater facility replacement fund shall be made for no other purpose other than for repair, maintenance, reconstruction and replacement of stormwater control facilities together with the cost of the City to bid the work and redesign the facilities. No funds from the stormwater facility replacement fund shall be used for administration of this fee program. Monies collected from the stormwater replacement fund can be spent for maintenance, repair, reconstruction and replacement of any stormwater control facility required by this Code located anywhere in the City limits and its extra-territorial jurisdiction.

Payments collected by the City pursuant to this Code section shall be kept separate from other revenue of the City. Any funds on deposit not immediately necessary for expenditure shall be invested as allowed in G.S. 159-30; all income derived shall be deposited in the separate account and can only be used for repair, maintenance, reconstruction, and replacement of stormwater control facilities together with the cost of the City to bid the work and redesign the facilities. Monies, expended from the stormwater facility replacement fund together with interest may be recouped by the City from lot owners served by stormwater water control facilities maintained, repaired, reconstructed and replaced by the City or its contractors. All recouped monies and interest shall be returned to the stormwater facility replacement fund.

The payment of stormwater facility replacement fees is not intended as a substitute for security that ensures the construction of the facilities, which security may be required at such point in the development process as specified in City ordinances and policies.

(Ord. No. 2001-991-TC-206, §1, TC-8-06, 5-1-01; Ord. No. 2003-373-TC-231, §46, TC-23-02, 2-4-03; Ord. No. 2003-422, §§13-17, TC-1-03, 4-15-03; Ord. No. 2005-897-TC-272, §§33, 39, TC-12-05, 9-20-05; Ord. No. 2008-438-TC-314, §1, TC-10-08, 8-5-08; Ord. No. 2008-439-TC-315, §17, TC-12-08, 8-5-08; Ord. No. 2010-791-TC-337, §§20—22, TC-5-10, 10-5-10, eff. 12-1-10)
Sec. 10-6038. - ISSUANCE OF PERMIT.

When proper application for a permit has been made, and the Department of Inspections has determined that the application and the proposed work comply with the provisions of the code, the appropriate regulatory and technical codes adopted herein, and the laws of the State of North Carolina, it shall issue such permit, upon receipt of the proper fee or fees as hereinafter provided.

(Code 1959, §7-35; Ord. No. 2003-375-TC-233, §32. TC-2-03, 2-4-03)

Sec. 10-6039. - PERMIT FEES.

(a) Building permits.
Subject to the provisions of §10-6032 herein fees for building permits shall be as follows [in this section].

(b) Working without a permit.
(1) Any person who performs work without a permit when a permit is required shall be subject to a late fee equal to the amount of the fee specified for the work. This late fee shall be paid in addition to the fee specified for the work. The late fee shall not be construed as a penalty, but as a charge for additional administrative expense.

(2) If a person performs work without a permit twice in a twelve-month period, then for the second violation, that person shall pay both the amount specified in subsection (b)(1) and a civil penalty in the amount of one hundred dollars ($100.00) per trade.

(3) If a person performs work without a permit three (3) or more times in a twelve-month period, then for the third and for each subsequent violation, that person shall pay both the amount specified in subsection (b)(1) and a civil penalty in the amount of five hundred dollars ($500.00) per trade.

(c) Extra inspection.
The fees shown below in subsections 10-6039(d) through (e) entitle the permittee to the appropriate number of inspections for the work performed. For each inspection in excess of these, there shall be a charge of sixty-four dollars ($64.00).

(d) Specific fees enumerated.
The total amount of specific fees due for any one (1) permit shall not be less than seventy-four dollars ($74.00).
Demolition of a building or structure $ 74.00
Conditional service fee 74.00
Fire pump installation 885.00
Flood permit without studies 176.00
Flood permit with study 1,064.00
Home occupation permit 74.00
Land disturbing permit fees 256.00
Land disturbing plan review fees 127.00
Manufactured homes, per trade 74.00
Moving or relocation of a building 74.00
Occupancy posting or reporting 117.00
Signs:
Electrical 74.00
Permanent 74.00
Special Event 74.00
Site plan approval 293.00
Standpipe installations—Initial 319.00
Standpipe installations—Additional 107.00
State mandated license renewals inspections per trade 74.00
Stormwater control permit—Per disturbed acre ($176.00 minimum charge) 176.00
Temporary board (electrical) 74.00
Temporary certificate of occupancy 74.00
Temporary trailer, per trade 74.00
Tree conservation:
Tree Removal $107.00
Tree Pruning $107.00
Other Tree Disturbing Activity $107.00
Tree Conservation Area up to and including 0.2 acre $213.00
Tree Conservation Area above 0.2 acre...$804.00 of Tree Conservation Area up to but not to exceed
10% of the gross acreage of the tract (10% for Rural Residential Zoning Districts) or $5,318.00,
whichever is less.
Tree Conservation Area maximum 5,318.00
Tree Buffer Protection is either $213.00 or $48.00 per acre or fraction thereof of the tree disturbed
activity area, whichever is greater with a maximum fee of $2,659.00.
Tree Buffer Area→ 0.2 acres, per acre of tree disturbed area (maximum $2,659.00) 46.00
Tree Buffer Area maximum 2,659.00

Watercourse buffer permit 159.00
Watershed permit 159.00

(e) Zoning permit fee (accessory structure, retail sales - outdoor mobile vending cart, fence, dish antenna,
parking lot, landscaping, swimming pool, and other).
The permit fee shall be seventy-four dollars ($74.00) per location.

(f) New construction.
The plumbing permit fee shall include the building water and sewer service inspection when necessary. The
electrical permit fee shall include the temporary board service inspection when necessary.

Permit fees for building, electrical, plumbing and mechanical permits shall be based on the following
computations.
A = Total gross building floor area of construction
B = Fee per square foot (from table below)

<table>
<thead>
<tr>
<th>Total Gross Building Floor Area of Construction (square feet)</th>
<th>Fee Computation</th>
</tr>
</thead>
<tbody>
<tr>
<td>0—5,000</td>
<td>A x B = Permit fee</td>
</tr>
<tr>
<td>5,001—15,000</td>
<td>(A x B x .75) + (1250 x B) = Permit fee</td>
</tr>
<tr>
<td>15,001 and above</td>
<td>(A x B x .50) + (5000 x B) = Permit fee</td>
</tr>
</tbody>
</table>

CONSTRUCTION FEE SCHEDULE

Cost per Square Foot of Building Gross Floor Area

<table>
<thead>
<tr>
<th>Occupancy of Building</th>
<th>Building</th>
<th>Electrical</th>
<th>Plumbing</th>
<th>Heating Only</th>
<th>Mechanical A/C Only</th>
<th>Refrigeration Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential—SFD</td>
<td>0.142</td>
<td>0.081</td>
<td>0.081</td>
<td>0.029</td>
<td>0.029</td>
<td>0.00</td>
</tr>
<tr>
<td>Residential</td>
<td>0.135</td>
<td>0.074</td>
<td>0.074</td>
<td>0.027</td>
<td>0.027</td>
<td>0.081**</td>
</tr>
<tr>
<td>Storage</td>
<td>0.062</td>
<td>0.048</td>
<td>0.037</td>
<td>0.031*</td>
<td>0.031</td>
<td>0.081**</td>
</tr>
<tr>
<td>Assembly</td>
<td>0.132</td>
<td>0.070</td>
<td>0.059</td>
<td>0.031</td>
<td>0.031</td>
<td>0.081**</td>
</tr>
<tr>
<td>Institutional</td>
<td>0.221</td>
<td>0.120</td>
<td>0.120</td>
<td>0.062</td>
<td>0.063</td>
<td>0.081**</td>
</tr>
<tr>
<td>Business</td>
<td>0.123</td>
<td>0.084</td>
<td>0.059</td>
<td>0.040</td>
<td>0.040</td>
<td>0.081**</td>
</tr>
<tr>
<td>Mercantile</td>
<td>0.097</td>
<td>0.059</td>
<td>0.048</td>
<td>0.027</td>
<td>0.027</td>
<td>0.081**</td>
</tr>
<tr>
<td>Hazardous</td>
<td>0.073</td>
<td>0.040</td>
<td>0.040</td>
<td>0.027</td>
<td>0.027</td>
<td>0.081**</td>
</tr>
<tr>
<td>Factory/Industrial</td>
<td>0.073</td>
<td>0.040</td>
<td>0.040</td>
<td>0.027</td>
<td>0.027</td>
<td>0.081**</td>
</tr>
<tr>
<td>Educational</td>
<td>0.149</td>
<td>0.084</td>
<td>0.059</td>
<td>0.040*</td>
<td>0.041*</td>
<td>0.081**</td>
</tr>
</tbody>
</table>

*Includes office cooling for a small area

**$0.081 per square feet refrigerated gross floor area only

In the event that a natural disaster is declared for the jurisdiction of this Code and/or otherwise determined by the City
Manager, the building, electrical, mechanical, plumbing, fire sprinklers and/or zoning permit fees shall be waived for
the repair to the affected structures. Following a field inspection by City staff to determine the extent of the damage,
and all plans review, if necessary, shall be fast-tracked.

(g) Fire protection systems.
Sprinkler and fire alarm systems: $0.014 per square foot for each system based on gross floor area.

(h) Commercial plan review fee.
For all new construction, changes in building occupancy, and/or additions greater than three thousand nine
hundred ninety-nine (3,999) square feet, and major alterations or repairs of projects as covered in the North
Carolina Building Code require a nonrefundable plan review fee to be paid at the time of plan submittal as
follows:
Projects 4,000—15,000 square feet $165.00
Projects 15,001—40,000 square feet $549.00
Projects 40,001 and square feet and larger 1,317.00
Multi-family units—8 units and above 824.00
Plan review fees paid will be credited toward the actual fees due at the time the project permits are issued.

(i) Shell and/or foundation.
All permit fees shall be based on the construction fee schedule in subsection (f).

(j) Additions to existing structures.
All permit fees shall be based on the computation of fees in subsection (f).

(k) Alterations, repairs, and interior completions.
The permit fee shall be derived by multiplying the actual area of construction within the building times one-half (½) the cost based on the computation of fees in subsection (f). All construction permit fees for electrical, mechanical and plumbing shall be based on the area of construction used for building permit fee purposes when a building permit is required as part of the project.

(l) Change of occupancy within existing building.
All permit fees shall be determined based on the process described in subsection (f) utilizing the new occupancy fee determination purposes.

(m) Accessory building.
All permit fees shall be based on the computation of fees in subsection (f), "New construction."

(n) Minimum fee.
No fee determined with reference to the construction fee schedule shall be less than seventy-four dollars ($74.00).

(o) Research and records.
   - General record recovery (including print), per page $ 0.05
   - Special research, per hour 25.00
   - Certificate of compliance or occupancy recovery (beyond 30 days of issue date), per certificate 50.00
   - Monthly construction report per month 10.00
   - With mailing 15.00
   - Duplicate building card 10.00

(p) Voiding of permit.
Upon a request by a property owner, any type permit may be voided; however, refunds will be made only when the permits is valid. An administrative fee in the amount equal to a minimum fee shall be deducted from the refund payment. In the event the cost of the permit to be voided was a minimum fee or less, no refund shall be made.

Revisions to a construction project which require permits to be voided and reissued will be charged an administrative fee of one hundred ten dollars ($110.00) per permit when the cost of the permit is other than a minimum fee. The administrative fee charged for minimum fee permits will equal the minimum fee. Single application projects that have been reviewed and are pending pick up but are abandoned prior to permit issuance will be charged an administrative fee equal to the minimum fee for each permit approved. Projects with multiple applications will be charged an administrative fee per application. This fee will equal the cost of a minimum fee per permit.

(q) Computations.
All permit fees derived in this schedule will be rounded to the nearest dollar.

(r) Re-review fees.
When, in the processing of a permit, it becomes necessary to review the plans for a project on more than two (2) occasions for items previously identified or when the plan documents are poorly conceived and prepared, a re-review fee for each review beyond two (2) as follows:

<table>
<thead>
<tr>
<th>Type of Project</th>
<th>Re-review Fees Beyond the 2nd Review</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single-family dwellings</td>
<td>One-half the total permit fees for</td>
</tr>
<tr>
<td></td>
<td>the project including building,</td>
</tr>
<tr>
<td></td>
<td>electrical, mechanical and</td>
</tr>
<tr>
<td></td>
<td>plumbing.</td>
</tr>
<tr>
<td>Commercial (new buildings)</td>
<td>$110.00 per trade, per hour, with</td>
</tr>
<tr>
<td></td>
<td>a minimum of $851.00</td>
</tr>
<tr>
<td>Minimum commercial re-review fee</td>
<td>851.00</td>
</tr>
<tr>
<td>Other than new buildings</td>
<td>$83.00 per trade, per hour, with a</td>
</tr>
<tr>
<td></td>
<td>minimum of $532.00</td>
</tr>
<tr>
<td>Minimum other new buildings re-review</td>
<td>532.00</td>
</tr>
<tr>
<td>fee</td>
<td></td>
</tr>
</tbody>
</table>

(s) Stub fees.
Water per stub $ 5.00
Sewer per stub 50.00

All the fees appearing in §10-6039 will be adjusted annually on July 4th based on the average annual prior calendar year United States Department of Labor Consumer Price Index—All Urban Consumers, except those fees listed in subsections (g), (o) and (s).


State law reference: 1997 Session laws chapter 450, the Wake County Public School System and nonpublic schools of Wake County with 20 or more students qualified under G.S. 115C-555 are exempt from development charges.

http://library.municode.com/print.aspx?clientID=10312&HTMRequest=http%3a%2f%2f... 12/12/2011
Sec. 12-6002. - NUISANCES PROHIBITED AND ENUMERATION.

Any of the following enumerated and described conditions occurring in an open place is hereby found, deemed and declared to constitute a detriment, danger and hazard to the health, safety, morals, and general welfare of the inhabitants of the City and is found, deemed and declared to be public nuisances wherever the same may exist and the creation, maintenance, or failure to abate any nuisances is hereby declared unlawful. The natural conditions on greenway property and on other lands dedicated to and accepted by the City as natural stream corridors, floodplain or open space, which dedications were established in order to preserve natural greenways, vegetative stream buffers, or natural connecting networks along floodways, streams and creeks, are deemed and declared as exceptions for the purpose of enforcement of this section. Natural resource buffer yards along streams within the Neuse River Basin are exempted from this Chapter to the extent that the State rules or City Code provisions governing such buffers conflict with this section.

(a) Any condition which creates or provides a breeding ground or harbor for rodents, harmful insects, or other pests.

(b) A place of dense growth of weeds or grasses, other than ornamental grasses, over eight (8) inches in height, which:
   (1) Lies less than one hundred (100) feet from any abutting open street, or
   (2) Lies less than one hundred (100) feet from any adjoining property which contains a dwelling or commercial building; or
   (3) Lies within fifty (50) feet of any dwelling or commercial building; or
   (4) Is a focal point for any other nuisance enumerated in this Code.

(c) A place of shrubs or other similar vegetation over eight (8) inches in height when any of such shrubs or vegetation is:
   (1) Encroaching upon the sidewalk, the parkway, or the curb or edge of the pavement of any abutting street, or
   (2) A focal point for any other nuisance enumerated in this code.

(d) A place of vines, including but not limited to honeysuckle or vegetation when any of such vines or vegetation is:
   (1) Encroaching upon the sidewalk, the parkway, or the curb or edge of the pavement of any abutting street, or
   (2) Encroaching upon any adjoining property, or
   (3) A focal point for any other nuisance enumerated in this code.

(e) A concentrated growth of kudzu, poison sumac (Rhus vernix), poison ivy (Rhus radicans), poison oak (Rhus toxicodendron), or other noxious vegetation, other than kudzu or noxious vegetation growing in a heavily wooded lot unless such growth from the heavily wooded lot is:
   (1) Encroaching upon any adjoining property with a dwelling or a commercial building, or
   (2) Encroaching upon the sidewalk, the parkway, or the curb or edge of the pavement of any abutting street, or
   (3) A focal point for any other nuisance enumerated in this code.

(f) A collection or ponding of stagnant water with conditions causing, or likely to cause, mosquitoes or other harmful insects to breed.

(g) Any concentration of combustible refuse.

(h) Any concentration of building materials or building rubbish which are not suitable for building construction, alteration or repair, or any concentration of building materials which becomes a focal point for any other nuisance enumerated in this Code.

(i) Any concentration of collection of garbage, animal waste, yard waste or any rotten or putrescible matter of any kind which is not maintained for collection in accordance with Solid Waste Collection Code; however, nothing in this subsection shall be construed to prevent the generally accepted use of a properly maintained compost pile sited in the side or rear yard area being used for fertilizer for lawns and gardens and for other agricultural or horticultural purposes and in accordance with Solid Waste Services yard waste guidelines, unless such concentration becomes a focal point for any other nuisance enumerated in this Code.

(j) Household or office furniture, any household fixtures, white goods or other appliances, metal products of any kind and similar items not designed to withstand the elements or for outdoor use. This subsection shall not prevent:
   (1) The use of household furniture on a totally enclosed porch having a roof, walls, screens, or glass windows; or
   (2) The use of furniture in good condition which is designed for outdoor use such as patio or lawn furniture, on porches or landings or in yard areas or other open places.

(k) Any junk or any concentration of litter.
(l) Flooding caused by improper or inadequate drainage from private property which interferes with the use of, or endangers in any way the streets, sidewalks, parks or other City owned property of any kind provided that such determination shall be made by the Department of Public Works.

(m) Any condition including, but not limited to stumps, brush, junk, litter or other materials within or along the banks of such stream or drainage, which blocks or obstructs the natural flow of a stream, creek, or defined ditches or drains to the extent that impounded water is outside the banks of such stream or drainage.

(n) Any collection of stagnant water for which no adequate drainage is provided and which is, or is likely to become, a nuisance.

(o) Any stormwater retention or impoundment device determined to be operating improperly by the Storm Water Management Division.

(p) Any condition whereby any person owning or having the legal control of any land within the corporate limits of the City maintains or permits upon any such land any fence, sign, billboard, shrubbery, bush, tree, mailbox, or other object or combination of objects which obstructs the view of motorists using any street, private driveway, or approach to any street intersection adjacent to and abutting such land so as to constitute a traffic hazard as a condition dangerous to public safety upon any such street, private driveway, or at any such street intersection.

(q) Nuisance vehicle violation as defined by Part 12, Chapter 7 of this Code; provided, the process for abating the nuisance vehicle shall be as provided for in Part 12, Chapter 7 of this Code.

(r) A concentration of firewood or logs when:
   (1) Such firewood or logs are not free from rot and decay, or
   (2) Such concentration of logs is a focal point for any other nuisance in this Code.

(s) Any tree or tree limb or any concentration of branches which have fallen due to an act of nature or have been cut, except in a heavily wooded lot or a maintained natural protective yard unless such tree or tree limb or concentration of branches becomes a focal point for any other nuisance in this Code.

(t) Any unhealthy plant or tree which has not been removed or altered within fifteen (15) days of the notice of such determination from the Parks Department.

(u) Any other condition specifically declared to be a danger to the public health, safety, morals, and general welfare of inhabitants of the City and public nuisance by the Council, which proceeding may be initiated by the Department of Inspections before the Council after giving written notice in conformity with §12-6001(a) hereof, which notice will state the condition existing, the location, and that the Council will be requested on a day certain, after a public hearing at which the person notified may appear and be heard, to declare that the conditions existing constitute a danger to the public health, safety, morals, and general welfare of the inhabitants of the City and a public nuisance, and that after such declaration by the Council in the form of an ordinance the condition will be abated as provided for in §12-6001(b) hereof; provided no appeal shall lie from a proceeding initiated by the Department of Inspections before the Council of the City as provided in this subsection.

(Ord. No. 1995-785, §1, 11-21-95; Ord. No. 1998-454, §19, 11-4-98; Ord. No. 2004-629, §1, 5-4-04; Ord. No. 2006-27, §1, 5-16-06)
Introduction

Statement of Intent

The intent of this manual is to serve as a reference for the City staff and practicing professionals in designing storm drainage facilities within the City of Raleigh and its extraterritorial jurisdiction. It is primarily a compilation of accepted design procedures, practices, and values along with summaries of the policies of the City. Design criteria listed herein are the general policy of the City of Raleigh and may not be applicable in every situation. Where the designer determines that conformance with this manual would create an unreasonable hardship or where an alternative design may be more appropriate, alternative designs may be accepted upon written authorization from the City Engineer or his designee. In order to insure good engineering design, the City staff may occasionally require more stringent standards than those presented here. This manual may also be subject to periodic change by the City staff. When changes are required, revisions will be made available to registered copy holders.

Disclaimer

To the best of their ability, the authors have insured that material presented in this manual is accurate and reliable. The design of engineered facilities however, requires considerable judgment on the part of designer. It is the responsibility of the designer to insure that techniques utilized are appropriate for a given situation. The City of Raleigh therefore accepts no responsibility for any loss, damage, or injury as a result of the use of this manual.
Section 4
Program Contact Information
Appendix of Supporting Information

Program Contacts (general number – (919) 996-3940)

- **Stormwater Utility Manager** – Danny Bowden, PE
danny.bowden@raleighnc.gov

- **Stormwater Development Supervisor** – Benjamin Brown, PE
  ben.brown@raleighnc.gov

- **Stormwater Inspections Supervisor** – Jeanette Powell, CPESC,
  CPSWQ, CESSWI jeanette.powell@raleighnc.gov

- **Stormwater Senior Plan Reviewer** – Lisa Booze, CFM
  lisa.booze@raleighnc.gov

- **Stormwater Senior Plan Reviewer** – Susan Locklear, PE
  susan.locklear@raleighnc.gov

- **Stormwater Senior Plan Reviewer** – Gary Morton, PE
  gary.morton@raleighnc.gov

- **Stormwater Plan Reviewer** – Nathan Burdick
  nathan.burdick@raleighnc.gov

- **Stormwater Plan Reviewer** – Kevin Kidd, CPESC
  kevin.kidd@raleighnc.gov

- **Stormwater Regional Coordinator** – Chris Bridgers, CESSWI,
  CPESC-IT chris.bridgers@raleighnc.gov

- **Stormwater Regional Coordinator** – Rebecca Ferres, CESSWI,
  CPESC-IT rebecca.ferres@raleighnc.gov

- **Stormwater Regional Coordinator** – Stephen Leischner, CESSWI
  stephen.leischner@raleighnc.gov

- **Stormwater Senior Inspector** – Eric Christopher, CESSWI, CPESC-IT
  eric.christopher@raleighnc.gov

- **Stormwater Senior Inspector** – Roy Conoly, CESSWI, CPESC-IT
  roy.conoly@raleighnc.gov

- **Stormwater Inspector** – Jessica Meyer, CESSWI, CPESC-IT
  jessica.meyer@raleighnc.gov

- **Stormwater Inspector** – Kevin Watson, CESSWI, CPESC-IT
  kevin.watson@raleighnc.gov

Stormwater Map
(see Appendix A)

Forms
(see Appendix B)
Appendix A
Map of Falls Lake Watershed In Raleigh Jurisdiction
Appendix B
Stormwater Forms
# City of Raleigh Public Works
## Stormwater BMP Annual Inspection Summary

### Section A - Project Information

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Permit Number</th>
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<tbody>
<tr>
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<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip</th>
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</table>

### Section B - Property Information

<table>
<thead>
<tr>
<th>Property Owner's Name</th>
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<tbody>
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<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip</th>
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</tbody>
</table>

Recorded book and page of lot of each required stormwater control facility and required open space areas

### Section C - BMP Information

Additional pages are necessary to complete this stormwater BMP annual inspection report. The following items are to be included for each BMP; initial by each item:

- Narrative of general site condition
- BMP Type (Wet Pond, Bioretention, Undisturbed Open Space, etc.)
- BMP Location (Latitude/Longitude)
- Disclosure of completed repairs
- Site specific inspection charts/logs from the approved maintenance manual
- Photograph of BMP inspected

Original inspection reports should be mailed to:

City of Raleigh Public Works Department
Attn: Stormwater Engineers
P.O. Box 580
Raleigh, NC 27602-0590

### Section D - Surveyor, Engineer, or Landscape Architect Certification

I, ____________________________ as a duly registered ___________ in the State of North Carolina attest that on ______________, 20________ a thorough inspection of all required stormwater control facilities including open space areas associated with this site are performing properly and are in compliance with the approved stormwater control plan, the applicable maintenance manual required by §10-9025 and the Raleigh Stormwater Control and Watercourse Buffer Manual. No sampling of pollutant loading is required as part of the inspection. All information provided is correct to the best of my knowledge. It is a violation of City Code Sect 10-9007 to falsify this certification. A civil penalty for falsifying this certification shall be assessed by the City of Raleigh in the amount of $3000.00.

<table>
<thead>
<tr>
<th>Certifier's Name</th>
<th>License Number</th>
<th>Place Seal Here</th>
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</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Title</th>
<th>Company Name</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
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<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

**Annual Inspection Reports:** Per City Code Section 10-9028 An original inspection report of all required stormwater BMPs, including open spaces, shall be filed with the City; due on the anniversary of the initial as-built certification date. Annual Inspection reports shall be accompanied by City provided "Stormwater BMP Annual Inspection Report Summary" Form 501.
City of Raleigh Public Works
Stormwater BMP
As-Built Certification

<table>
<thead>
<tr>
<th>Section A - Project Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Name</td>
</tr>
<tr>
<td>Project Address</td>
</tr>
<tr>
<td>City</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section B - Property Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Owner's Name</td>
</tr>
<tr>
<td>Property Owner's Address</td>
</tr>
<tr>
<td>City</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section C - As-built Drawings</th>
</tr>
</thead>
<tbody>
<tr>
<td>An as-built plan set (24&quot; x 36&quot;) is necessary to complete this stormwater BMP certification. The following items are to be included on the as-built drawings; initial by each item:</td>
</tr>
<tr>
<td>___ Accurate as-constructed conditions (contours, inverts, pipe location, pipe size, etc.)</td>
</tr>
<tr>
<td>___ Detailed drawings for each stormwater control device</td>
</tr>
<tr>
<td>___ Show all recorded drainage and access easements and recorded undisturbed open space areas; reference book of map and page number.</td>
</tr>
<tr>
<td>___ BMP Type (Wet Pond, Bioretention, Undisturbed Open Space, etc.)</td>
</tr>
<tr>
<td>___ Required BMP vegetation</td>
</tr>
<tr>
<td>___ Provide in tabular form the amount of impervious and pervious surfaces</td>
</tr>
<tr>
<td>___ Latitude and longitude location of each BMP</td>
</tr>
<tr>
<td>___ Photograph of each BMP</td>
</tr>
</tbody>
</table>

Original as-built drawings and certification should be submitted to the Stormwater Control Inspectors.

<table>
<thead>
<tr>
<th>Section D - Surveyor, Engineer, or Landscape Architect Certification</th>
</tr>
</thead>
<tbody>
<tr>
<td>I, _________________________ as a duly registered ___________________________ in the State of North Carolina attest that on _______________________<em><strong>, 20</strong></em> a thorough inspection of all required stormwater control facilities, including open space areas, associated with this site are installed and performing in compliance with the approved stormwater control plan. All information provided is correct to the best of my knowledge. It is a violation of City Code Sect 10-9007 to falsify this certification. A civil penalty for falsifying this certification shall be assessed by the City of Raleigh in the amount of $3000.00.</td>
</tr>
<tr>
<td>Certifier's Name</td>
</tr>
<tr>
<td>Title</td>
</tr>
<tr>
<td>Address</td>
</tr>
<tr>
<td>Signature</td>
</tr>
</tbody>
</table>

**Annual Inspection Reports:** Per City Code Section 10-9028, An original inspection report of all required stormwater BMPs, including open spaces, shall be filed with the City; due on the anniversary of the initial as-built certification date. Annual Inspection reports shall be accompanied by City provided 'Stormwater BMP Annual Inspection Report Summary' Form 501.
## Site Review and Commercial Building Permit Application

Please check appropriate review type when submitting plans.

### Plan Review Type

<table>
<thead>
<tr>
<th>Building Permitting</th>
<th>Site Permitting</th>
<th>OFFICE USE ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ New Building/Shell</td>
<td>☐ New Building/Shell</td>
<td>☐ Mass Grading Only</td>
</tr>
<tr>
<td>☐ Addition</td>
<td>☐ Addition</td>
<td></td>
</tr>
<tr>
<td>☐ Alteration</td>
<td>☐ *Change of Use per Building or Zoning Code</td>
<td></td>
</tr>
<tr>
<td>☐ Interior Completion</td>
<td>☐ Site Review</td>
<td></td>
</tr>
<tr>
<td>☐ *Change of Use per Building or Zoning Code</td>
<td>☐ &gt;12,000 sq. ft. disturbed area with no improvements =Mass Grading Only</td>
<td></td>
</tr>
<tr>
<td>&lt;12,000 sq. ft. disturbed area with improvement = Building and Site submitted together</td>
<td>&lt;12,000 sq. ft. disturbed area with improvements = Site Only (Building must be submitted separately)</td>
<td></td>
</tr>
</tbody>
</table>

If your project has been through preliminary review, provide the Development Plan Number.

If your project has previously been through a Pre-Submittal Conference, provide the Transaction Number.

---

### ADMINISTRATIVE REVIEW

Per City Code Section 10-2132.1, summarize the reason(s) this plan can be reviewed administratively.

### GENERAL INFORMATION


<table>
<thead>
<tr>
<th>Applicant</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Address</td>
<td>Suite Number</td>
</tr>
<tr>
<td>Subdivision/Tenant/Shopping Center</td>
<td>Lot Number</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Property Owner</th>
<th>Phone</th>
<th>Fax</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Contact Person</td>
<td>Phone</td>
<td>Fax</td>
<td>Email</td>
</tr>
</tbody>
</table>

WILL IMPERVIOUS SURFACE CHANGE? ☐ Yes ☐ No If yes, has this impervious surface change been included on the prior permit application? ☐ Yes ☐ No If not on a prior application, indicate amount of change: Increase (+) ______ sq. ft. or Decrease (-) ______ sq. ft.

<table>
<thead>
<tr>
<th>Owner/Agent Signature</th>
<th>Email</th>
</tr>
</thead>
</table>

### BUILDING

<table>
<thead>
<tr>
<th>Other Permits Issued</th>
<th>Land Disturbing Permit #</th>
<th>Wake Co. Well/Septic Permit #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor</td>
<td>NC License #/Class</td>
<td>City Business License #</td>
</tr>
</tbody>
</table>

---

SITE REVIEW AND COMMERCIAL BUILDING PERMIT APPLICATION | 03.15.11 1
<table>
<thead>
<tr>
<th>Address</th>
<th>City/State/Zip</th>
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</thead>
<tbody>
<tr>
<td>Phone</td>
<td>Email</td>
</tr>
<tr>
<td>Total Project Sq. Ft.</td>
<td>Total Project Cost</td>
</tr>
<tr>
<td>Utilities</td>
<td></td>
</tr>
<tr>
<td>Water Public □ Private □</td>
<td>Sewer Public □ Private □</td>
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<tr>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>ELECTRICAL</strong></td>
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<tr>
<td>Contractor</td>
<td>NC License #/Class</td>
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<tr>
<td></td>
<td>City Business License #</td>
</tr>
<tr>
<td>Address</td>
<td>City/State/Zip</td>
</tr>
<tr>
<td>Phone</td>
<td>Email</td>
</tr>
<tr>
<td>Voltage</td>
<td>Total Electrical Cost</td>
</tr>
<tr>
<td>50 or less □ 600 or less □</td>
<td></td>
</tr>
<tr>
<td>over 600 □</td>
<td></td>
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<td></td>
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<tr>
<td><strong>PLUMBING</strong></td>
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</tr>
<tr>
<td>Contractor</td>
<td>NC License #/Class</td>
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<td></td>
<td>City Business License #</td>
</tr>
<tr>
<td>Address</td>
<td>City/State/Zip</td>
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<tr>
<td>Phone</td>
<td>Email</td>
</tr>
<tr>
<td>Contractor (NFPA 13D Residential Fire Sprinkler Systems)</td>
<td>NC License #/Class</td>
</tr>
<tr>
<td></td>
<td>City Business License #</td>
</tr>
<tr>
<td>Address</td>
<td>City/State/Zip</td>
</tr>
<tr>
<td>Phone</td>
<td>Email</td>
</tr>
<tr>
<td><strong>MECHANICAL</strong></td>
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</tr>
<tr>
<td>Contractor (HVAC)</td>
<td>NC License #/Class</td>
</tr>
<tr>
<td></td>
<td>City Business License #</td>
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<td>Address</td>
<td>City/State/Zip</td>
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<td>Phone</td>
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<tr>
<td>Type of Heating</td>
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<td>Electrical □ Gas □ Hot Water □</td>
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<tr>
<td>Oil □</td>
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<td>Contractor (Hood)</td>
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<td>Phone</td>
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<td>Fire Pump □ Standpipe □ Sprinkler □</td>
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<td>Contractor (Fire Alarm)</td>
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<td>Phone</td>
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<tr>
<td>Contractor (Fire Suppression)</td>
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<td>Contractor (Other)</td>
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<td><strong>Phone</strong></td>
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<td><strong>FLOOD</strong></td>
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<td><strong>RIGHT-OF-WAY</strong></td>
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<td>For Driveway</td>
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<td>For Construction Purpose</td>
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<td><strong>Contact Person</strong></td>
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<td>Tap will be installed by</td>
<td>Water Size</td>
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<td><strong>SOLID WASTE SERVICES</strong></td>
<td><strong>Number of Units</strong></td>
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## General Requirements - Building Permitting

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<tr>
<th>Requirement</th>
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<th>NO</th>
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<tr>
<td>1. I have referenced the Commercial Building Checklist and by using this as a guide, it will ensure that I receive a complete and thorough first review by the City of Raleigh.</td>
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<tr>
<td>2. Approved Infrastructure Construction Plans, if required</td>
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<tr>
<td>3. Completed City of Raleigh Building Code Summary Sheet must be printed on the plans</td>
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<tr>
<td>4. Four (4) sets of bound and rolled <strong>proposed plans</strong> (size 18&quot;x24&quot; or 24&quot;x36&quot;), to architectural scale, including date of preparation, all revision dates (for re-submittals only), and sealed by design professional, if applicable. ONLY Cell towers and co-locates may be submitted on 11&quot; x 17&quot; sheet</td>
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<tr>
<td>5. One (1) extra set of plans, if required by Wake County Health Department. Must include the Wake County Food Service Application and Wake County Environmental Services Review Guide (Appendix S)</td>
<td></td>
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<tr>
<td>6. Payment to cover Commercial Plan Review, for all new commercial construction, changes in building occupancy type and additions greater than 4,000 square feet require a non-refundable plan review fee to be paid at the time of plan submittal.</td>
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<td>7. Completed Shell Variable Form for each shell building</td>
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<td>8. Two (2) copies of proposed suite layout for all new Multi-tenant buildings or approved suite layout for existing multi-tenant building</td>
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<td>9. Must have completed a preliminary review with the Department of Insurance, if applicable.</td>
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<td>10. Permit from Wake County for Private Utilities</td>
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## Building Requirements - FOR NEW BUILDING, SHELL, ADDITION, CHANGE OF USE

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<td>b) <strong>Floor Plan</strong></td>
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<td>c) <strong>Roof Plan</strong></td>
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<tr>
<td>d) <strong>Structural Plan</strong></td>
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<tr>
<td>6. U.L. Designs for Penetrations</td>
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## Electrical Requirements

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<td>2. Power Plan</td>
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<td>3. Riser Diagrams</td>
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## Plumbing Requirements

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<td>6. U.L. Designs for Penetrations</td>
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<td>7. Fire Rated Penetrations</td>
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</table>
8. Minimum Facility Calculations

9. Copy of letter/email from Pretreatment Coordinator affixed to each set of plans approving pretreatment system and sizing calculations (food service establishments & vehicle maintenance facilities only)

### Mechanical Requirements

1. Mechanical Equipment type
2. Equipment location
3. Dampers and Detail
4. Fire Rated Penetrations
5. Fire Rated Walls Legend
6. U.L. Designs for Penetrations
7. Gas Riser Diagram
8. Refrigerator Calculations

### Fire Protection Requirements

1. CD required for sprinkler calculations, cutsheets and fire alarm
2. Sprinkler Plans, if sprinklered
3. Fire Alarm Plans for all new sprinkler systems and all elevators and if required by code for all other occupancies
4. Hazardous Materials (If yes, attach Hazardous Material Summary form)
5. Fuel Tanks

### General Requirements – Site Permitting

1. I have referenced the Site Review Checklist or the Mass Grading Checklist and by using this as a guide, it will ensure that I receive a complete and thorough first review by the City of Raleigh

2. Land disturbing activity plans review fee (see Fee Schedule for rate)

3. Four (4) sets of bound and rolled proposed plans (size 18"x24" or 24"x36"), to engineering scale (1"=20', 1"=100', etc.), including date of preparation, all revision dates (for re-submittals only), and sealed by design professional. ONLY Cell towers and co-locates may be submitted on 11" x 17" sheets.

4. The following items must be printed on the Plan Cover Sheet: (Do not submit separately or staple.)
   a) Print and complete the Site and Commercial Building Data Sheet to the Plan Cover Sheet
   b) Sheet Index
   c) Vicinity Map no smaller than 1"=500' and no larger than 1"=1000', showing the position of the site/subdivision, its relation to surrounding streets and properties, and oriented in the same direction as the preliminary plan, if applicable, with true N arrow, North being at top
   d) And, if zoned Conditional Use District, list all conditions and how the plan complies

5. The most recent Recorded Map or Boundary Survey (included in each set)

6. Existing Conditions Plan

7. Proposed Site Plan

8. Proposed Grading and Drainage Plan

9. Proposed Sediment and Erosion Control Plan

10. Proposed Utility Plan

11. Proposed Tree Conservation Plan

12. Proposed Landscaping Plan

13. Detail Sheets

14. Building Elevations that show maximum height from natural and finished grade

15. Plan sheets should have a legend defining all symbols, and north arrow printed on the plans

16. Print the Unity of Development Statement on site plans and group housing projects

17. One (1) separate set of Stormwater Calculations Package

18. For secondary tree conservation areas include two (2) copies of the Tree Cover Report completed by a certified arborist, North Carolina licensed landscape architect, or North Carolina registered forester

19. A Financial Responsibility Form (doc) (pdf)

20. Are there any retaining walls greater than 5' in height on the site? If yes, please print special inspections statement on the plans.
Appendix C
Sample Maintenance and Easement Document
Instructions to Preparing Attorney
Declaration of Maintenance Covenant and Grant of Protection Easements for Stormwater Control Facilities
City of Raleigh Code of Ordinances Section 10-9027(b)

The following are instructions to the drafting attorney for preparation of the form Declaration of Maintenance Covenant and Grant of Protection Easements for Stormwater Control Facilities (the "Maintenance Covenant") in accordance with the provisions of Section 10-9027(b) of the Raleigh City Code (the "Code"). Use of and acceptance of this form by the City of Raleigh cannot be construed as acceptance or waiver of any other provisions of the Code applicable to the proposed development. The applicant remains responsible for compliance with all other applicable provisions of the Code and all other conditions of approval as indicated in the project approval granted by the City.

This Maintenance Covenant must be recorded immediately after recording of the subdivision plat and must be the first encumbrance against the subdivided Property. Any mortgages, non-governmental liens, or deeds of trust against the Property must be subordinated to this Maintenance Covenant.

PREPARATION OF THIS FORM MAY BE DEEMED TO BE THE PRACTICE OF LAW IN THE STATE OF NORTH CAROLINA AND SHOULD ONLY BE PERFORMED BY AN ATTORNEY LICENSED TO PRACTICE IN THE STATE OF NORTH CAROLINA.

Before preparing this form, you should have copies of all approval documents issued for the proposed development by the City of Raleigh. These approval documents may list additional conditions of approval that must be satisfied prior to authorization to record lots or issuance of permits for the project. Once completed, submit the completed Maintenance Covenant with all exhibits (which may include these instructions until execution) to the City at Stormwater.Review@ci.raleigh.nc.us for review prior to execution.

The instructions below are numbered in accordance with the areas in the Maintenance Covenant requiring customization for each individual project. All fields must be filled out and none should be left blank or with the reference number remaining. The terms in this instructions document shall bear the same meaning as defined in the Maintenance Covenant.

[1] Name of attorney (or law firm) preparing this form for submission to the City for review.


[4] City of Raleigh Case File Number. Typically preceded by S, SP, Z, or R.

[5] Name of Development (as shown on plat or in site plan application).

[6] Legal name of Declarant, which should match name of owner in property records and in deed conveying property.

[7] If this development is part of a multi-phase development, indicate the number of this Maintenance Covenant. (For example, covenant number for the 2nd phase would be 2. If this is a single-phase development, indicate "N/A".)
[8] This section must be filled in with the legal name of the association responsible for Maintenance of the Stormwater Control Facilities, if applicable. If an association is not responsible for such Maintenance, this field should be filled out as “N/A”.

[9] This section must be filled in with the Lot number (as shown on the Plat) for the Lot of the commercial Owner that is responsible for Maintenance of the Stormwater Control Facilities, if applicable. If a commercial Lot Owner is not responsible for such Maintenance, this field should be filled out as “N/A”.

[10] Insert year of execution (day and month should be written in by hand at execution).

[11] Insert legal name of Declarant, as owner of the Property.

[12] Insert Wake or Durham, whichever is applicable to the Property.


[14] Insert “X” if Declarant is representing that no encumbrances exist on the Property as described in the adjacent statement. If this section is not checked, subordination must be obtained from any superior beneficiaries, trustees, mortgagees, or lien holders. If such a representation is not being made by the Declarant, “N/A” should be inserted in this field.

[15] Insert address for notices sent to the Declarant.

[16] Insert legal name of Declarant.

[17] Print name of individual signing on behalf of Declarant.

[18] Print title of individual signing on behalf of Declarant. The individual signing the Maintenance Covenant on behalf of Declarant must be authorized to bind the Declarant to legal obligations.

[19] Insert legal name of trustee on deed of trust to be subordinated to Maintenance Covenant, if applicable. Multiple subordination pages must be utilized if multiple deeds of trust, mortgages, or liens must be subordinated. If not applicable, indicate “N/A” in this field.

[20] Insert legal name of beneficiary on deed of trust to be subordinated to Maintenance Covenant. If not applicable, indicate “N/A” in this field.

[21] Insert deed book and page information for deed of trust being subordinated to Maintenance Covenant. If not applicable, indicate “N/A” in this field.

[22] Insert full name of attorney (as licensed) that prepared this Maintenance Covenant form.

[23] Insert North Carolina State Bar identification number for attorney listed in #21, above.

Exhibit A: Recording information should be inserted for subdivision map or other recorded map showing all lots covered by this Maintenance Covenant, which should include all Lots benefitted by the shared Stormwater Control Facilities. If an alternate form of property description is requested, an alternate Exhibit A form may be obtained from the City Attorney’s office.

Exhibit B: Recording information should be inserted for subdivision map or other recorded map showing the metes and bounds of all Stormwater Control Facilities shown on the recorded map, which
should be labeled as shown in Exhibit B. Alternate means of providing a property description may be allowed, but will require further review by the City.

**Exhibit C:** The Stormwater Operations and Maintenance Manual and Budget must be included as an exhibit to the Maintenance Covenant.
DECLARATION OF MAINTENANCE COVENANT AND GRANT OF PROTECTION EASEMENTS FOR STORMWATER CONTROL FACILITIES

Required by Raleigh City Code of Ordinances Section 10-9027(b)

City of Raleigh Case or File Number: _____[4]_____

Name of Development (as shown on recorded plat): _____[5]_____

Legal Name of Declarant: _____[6]_____

Maintenance Covenant Number (For a Multi-Phase Development): _____[7]_____

Name of Owner's Association Responsible for Maintenance of Stormwater Control Facilities within the Development (if applicable): _____[8]_____

Lot Number of Commercial Lot Owner Responsible for Maintenance of Stormwater Control Facilities (if applicable): _____[9]____ (as shown on map referenced in Exhibit A)
DECLARATION OF MAINTENANCE COVENANT AND PROTECTION EASEMENTS FOR STORMWATER CONTROL FACILITIES

Required by Raleigh City Code of Ordinances Section 10-9027(b)

This Declaration of Maintenance Covenant and Grant of Protection Easements for Stormwater Control Facilities (this "Maintenance Covenant") is established this ______ day of ________, 20____, by ______, by the "Declarant" (as defined herein), who is the owner of certain real property located in ______ County, North Carolina, as described further in Exhibit A of this Maintenance Covenant (the "Property"), for the benefit of the Declarant, the Responsible Party (as defined herein), all successor Owners (as defined herein) of the Property, their successors, assigns, and heirs, and the City of Raleigh. (If the date above is blank, the effective date of this instrument shall be the date of its recordation in the county registry.)

RECITALS

WHEREAS, the City of Raleigh, under various state and federal laws, is required to regulate the maintenance of Stormwater Control Facilities (as defined herein) constructed to serve new development within the City's planning jurisdiction to ensure that, following initial construction, the Stormwater Control Facilities are operated, maintained, and, to the extent necessary, repaired in accordance with applicable state and federal law; and

WHEREAS, the City of Raleigh may be subject to substantial regulatory and financial penalties from the State of North Carolina and the federal government if the above-referenced rules and regulations are not applied to new development occurring within the planning jurisdiction of the City of Raleigh; and

WHEREAS, the City Council of the City of Raleigh has determined that, to maintain the City of Raleigh's compliance under applicable state and federal regulations, certain obligations are to be met by developers and subsequent owners of Stormwater Control Facilities constructed to benefit Owners of newly created Lots (as defined herein) in new developments; and

WHEREAS, Declarant, as Owner of the Property (which is part or all of the real property described in Book ______, Page ______, ______, ______ County Registry), wishes to develop the Property in accordance with the rules, regulations, and laws of the City of Raleigh (including conditions of approval as shown in the aforesaid City of Raleigh Case Number) and the State of North Carolina; and

WHEREAS, Declarant intends to construct one or more Stormwater Control Facilities that will serve the Property and that will benefit more than one Lot within the Property (or any portion thereof), thus subjecting the Property to this Maintenance Covenant pursuant to the requirements of Section 10-9027(b) of the Code of Ordinances of the City of Raleigh.

WHEREAS, this Agreement has been procured in accordance with the requirements of N.C. General Statutes Chapter 143, Article 21, Part 1, N.C. General Statutes 160A-459, and Code §10-9027.
NOW THEREFORE, in order to comply with the requirements of Section 10-9027(b) of the Code of Ordinances of the City of Raleigh, the Declarant hereby establishes this Maintenance Covenant in order to encumber, restrict, and obligate the Property and any successor Owners of the Property (or any portion thereof) to the terms, conditions, and obligations herein.

Article I
Definitions, Construction, and Amendment

1. Definitions. As used in this Maintenance Covenant, the following words and terms have the following definitions.

(a) “Association” is defined as the entity organized and operated under the laws of the State of North Carolina as the homeowners’ or property owners’ association for the Property (if applicable).

(b) “City” or “City of Raleigh” is defined as the City of Raleigh, North Carolina, a North Carolina municipal corporation.

(c) “City Approval” is defined as the written approval of the City of Raleigh, as given by the Director of Planning or their deputy on the applicable document or plat.

(d) “Code” is defined as the Raleigh City Code of Ordinances as it may be amended from time to time, and includes all duly adopted regulations, rules, directives, and policies of the City pursuant to or in furtherance of the Code.

(e) “Declarant” is defined as the Person identified as the Declarant hereinabove and its successors and assigns, and includes any Person who has the powers of a Declarant established in a Subsequent Document, and its successors, heirs, and assigns.

(f) “Development” is defined as the real property approved for development by the City under the City of Raleigh Case or File Number shown on the first page of this Maintenance Covenant. The Property may be part or all of the real property that constitutes the Development.

(g) “Governmental Authority” (or “Governmental Authorities”) is defined as the City, the County (or Counties, if applicable) in which the Property is located, the State of North Carolina, the United States of America and all other governmental entities and quasi-governmental entities that have jurisdiction over the Property or any part thereof, and all applicable departments and agencies of any of them, whichever is/are applicable.

(h) "Lot" or “Parcel” is defined as any portion of the Property, together with any improvements thereon, which is shown upon any recorded plat of any part or all of the Property, and which is not any of the following: dedicated street rights-of-way; or greenway, open space, or park lands owned in fee simple by the City.
(i) "Maintain", "Maintenance", "Maintaining", or any similar term used herein is defined to include any one or more of the following, as the context requires: acquisition, purchase, construction, re-construction, installation, maintenance, inspection, examination, upkeep, cleaning, renewal, alteration, repair, replacement, repainting, remodeling, restoration, removal, improvement, administration, operation, use, planting, mowing, cutting, trimming, pruning, fertilizing, watering and preservation.

(j) "Maintenance Covenant" is defined as this document, together with all exhibits and amendments to this document.

(k) "Owner" is defined as the record Owner, whether one or more Persons, of fee simple title to any Lot, but excluding those having an interest in a Lot solely as security for the performance of an obligation or a tenant.

(l) “Person” is defined to include any natural person, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, Governmental Authority (including the City), or other entity.

(m) “Parcel” is defined as “Lot”, above.

(n) “Property” (or “Properties”) is defined as all of the real property which is subject to any part or all of the terms of this Maintenance Covenant, as described in Exhibit A, attached hereto, as it may be amended, and incorporated herein by reference.

(o) “Registry” is defined as the office of the Register of Deeds (or any successor office under applicable law) for the North Carolina County or Counties in which deeds, plats, easements, mortgages and deeds of trust for the Property are recorded. All references herein to recording or to any requirement to record a document or plat refer to recording in the Registry of the County or Counties in which the applicable portion of the Property is situated.

(p) “Responsible Party” is defined as an Association or a commercial Lot Owner that is responsible for Maintenance of the Stormwater Control Facilities following transfer of such responsibility from the Declarant to the Association or commercial Lot Owner by deed or easement. Until such point that the title to the Stormwater Control Facilities is transferred, by deed or easement, to an Association of commercial Lot Owner, the Responsible Party shall be the Declarant.

(q) “Stormwater Control Facilities” is defined as one or more of the following devices and measures, together with associated private drainage easements utilized for conveying stormwater (however identified on a plat or in a document) that serves the Property and which are located outside of public street rights-of-way and drainage easements accepted into public use by the City, including, but not limited to, conduits, inlets, channels, pipes, level spreaders, ditches, grassed swales, sand filters, wet ponds, dry detention basins, wetlands, permanently protected undisturbed open space areas (or similarly designated areas, such terms to be used interchangeably in this Maintenance Covenant), bio-retention areas, retention or detention ponds,
and other devices and measures, necessary to collect, convey, store, and control stormwater runoff and pollutants for more than one (1) Lot in the Property.

(r) "Stormwater Operations Maintenance Manual and Budget" or "Stormwater Operations and Maintenance Manual and Budget" is defined as that manual; however named, approved by the City and attached to and incorporated into this Maintenance Covenant as Exhibit C that documents the requirements for the Maintenance of the Stormwater Control Facilities and the projected annual costs for such Maintenance.

(s) "Subsequent Document" is defined as any document, map, or plat affecting or encumbering the Property or any portion thereof that is recorded in the Registry after this Maintenance Covenant is recorded in the Registry.

2. **Applicability.** The Property, this Maintenance Covenant and all provisions of Subsequent Documents and other separately recorded instruments applicable to the Property (or any portion thereof) are subject to the ordinances, regulations, and rules of the City, and shall be construed in accordance with all of the applicable provisions of the Code, whether or not such Code provisions are specifically referenced in this Maintenance Covenant or in any Subsequent Document. It shall be the responsibility of the Responsible Party and each Owner of each portion of the Property to comply with all provisions of the Code applicable to such portion of the Property. No Subsequent Document may avoid, vary, negate, or waive the obligations and rights of the Declarant, any Owner, or the Responsible Party without amendment to this Maintenance Covenant (with City Approval, as provided in Article I, Section 4) to allow such avoidance, variation, negation, or waiver.

3. **Conflicts.**

(a) The provisions of the Code control over any inconsistent provisions of this Maintenance Covenant or any Subsequent Document.

(b) As applicable provisions of the Code are amended, modified, revised, deleted, or moved to different sections, this Maintenance Covenant is deemed to be revised so as to conform to the provisions of the Code as they may exist from time to time and are applicable to the Property or any part thereof.

(c) The provisions of this Maintenance Covenant shall control over any inconsistent provisions of any Subsequent Documents unless this Maintenance Covenant is amended, with City Approval as provided in Article I, Section 4 below, to allow subordination of this Maintenance Covenant to the Subsequent Document. To the extent that any Subsequent Document affecting the Property conflicts with the provisions of the Code or the General Statutes of the State of North Carolina, the conflicting provision shall be automatically cured to comply with the Code and the General Statutes of the State of North Carolina. To the extent that the requirements of the Code and the General Statutes of the State of North Carolina conflict, the more stringent provision shall prevail and apply.
(d) Notwithstanding any other provision of this Maintenance Covenant, any provision of this Maintenance Covenant or Subsequent Document that is more restrictive than an applicable provision of the Code is not an inconsistent provision of this Maintenance Covenant unless the Code specifically provides otherwise, and is not deemed revised to conform to the Code.

(e) To the extent that definitions or provisions in a Subsequent Document are different than the definitions or provisions utilized in this Maintenance Covenant yet bear a similar meaning, the provisions of this Maintenance Covenant shall apply as if the defined term or provision of this document was utilized. Specific exceptions to this provision may only be achieved through amendment to this Maintenance Covenant as provided in Article I, Section 4.

(f) If additional Maintenance Covenants are recorded for the Development, those additional Maintenance Covenants shall have the priority of this Maintenance Covenant with respect to Subsequent Documents.

(g) Allocation of assessment obligations among Owners in any Subsequent Document does not constitute a conflict with this Maintenance Covenant. Provided, however, the rights of the City in this Maintenance Covenant, including, without limitation, the rights of the City to enforce liens and collect monies from Owners and any Association, shall not be impaired or adversely affected by any such allocation of assessment obligations in any Subsequent Document.

4. Amendment of Maintenance Covenant.

(a) Amendments to this Maintenance Covenant are valid from the time of recording in the Registry. Any amendment of this Maintenance Covenant must have prior City Approval. Any amendment of this Maintenance Covenant that requires City Approval is void ab initio if recorded without the required City Approval. Any amendment to an exhibit attached and incorporated into this Maintenance Covenant will similarly require an amendment to this Maintenance Covenant.

(b) During the first ten (10) year period following the date of the recording of this Maintenance Covenant in the Registry, the Declarant may amend this Maintenance Covenant with City Approval and without the consent or joinder of any other Person, so long as Declarant owns any portion of the Property.

(c) If the amendment provisions of Section 4(b), above, are no longer applicable to the Property, this Maintenance Covenant may be amended with the consent of two-thirds (2/3) of the Owners of Lots within the Property and with City Approval.

Article II
Obligations of the Raleigh City Code for Stormwater Control Facilities and Maintenance

1. Construction of Stormwater Control Facilities. The Declarant shall be responsible for the construction of the Stormwater Control Facilities and the Declarant will be responsible for the
Maintenance thereof in accordance with the Stormwater Operations and Maintenance Manual and Budget prior to conveying title of the Stormwater Control Facilities, their appurtenances, and vegetation to the Responsible Party by deed or easement. The Stormwater Control Facilities must be constructed in accordance with all applicable laws, ordinances, regulations, rules, and directives of Governmental Authorities, including, but not limited to, the Code, and the Stormwater Control Facilities must perform as designed.

2. **Maintenance of Stormwater Control Facilities.** Following conveyance to the Responsible Party by the Declarant, Stormwater Control Facilities shall be Maintained by the Responsible Party in accordance with the Stormwater Operations and Maintenance Manual and Budget. At all times, the Stormwater Control Facilities must comply with all applicable laws, ordinances, regulations, rules, and directives of Governmental Authorities, including, but not limited to, the Code, and the Stormwater Control Facilities must perform as designed. The Stormwater Operations and Maintenance Manual and Budget must meet all applicable requirements of the Code.

3. **Location of Stormwater Control Facilities.** A description of the portions of the Property where the Stormwater Control Facilities are located, including all private drainage easements conveying stormwater over, under, across, through, and upon the Property to and from the Stormwater Control Facilities, is provided in Exhibit B, attached hereto and incorporated herein by reference.

4. **Drainage Easement.** The Declarant dedicates, establishes and declares to and for the benefit of each Lot within the Property (or any portion thereof):

   (a) the perpetual, irrevocable and non-exclusive easement, right and privilege to discharge, transport, and store stormwater from any portion of the Property into, over, under, across, through and upon the Stormwater Control Facilities and private drainage easements as described in Exhibit B, and

   (b) the perpetual, irrevocable and non-exclusive easement, right and privilege to use and Maintain Stormwater Control Facilities, including the right of access to and from the Stormwater Control Facilities, including private drainage easements and other portions of the Property as reasonably necessary to Maintain the Stormwater Control Facilities; and

4. **Relocation of Drainage Easements.**

   (a) Private drainage easements situated on the Property may be relocated only by a written agreement signed by the Responsible Party that is responsible for Maintenance of the Stormwater Control Facilities associated with such private drainage easements and by the Owners of all portions of the Property on which the private drainage easement then is located, and by the Owners of all portions of the Property on which the private drainage easement is to be relocated. The consent of tenants, mortgagees, and beneficiaries and trustees under deeds of trust with respect to the affected portions of the Property shall not be required for the relocation to be effective. All relocations of a private drainage easement shall be accompanied with a letter sealed by a professional engineer licensed in the State of North Carolina stating that the relocated
private drainage easement will not cause any adverse stormwater runoff unto the benefitted and/or adjoining properties.

(b) Notwithstanding anything herein to the contrary, no relocation of any private drainage easement shall be valid without prior City Approval. Any relocation without the required City Approval is void ab initio.

(c) Relocation of a private drainage easement is valid from the later of the time of either recording of the plat or other instrument of relocation in the Registry or such later date specified therein.

5. **Stormwater Control Facilities Maintained by an Association.**

(a) If an Association is responsible for the Maintenance of the Stormwater Control Facilities, then membership in the Association shall be mandatory for each Parcel served by the Stormwater Control Facilities and any successor Owner of the Parcel with membership being appurtenant to the Lot and running with ownership of the Lot. The Association shall have the power to levy assessments for the costs and expenses of Maintaining the Stormwater Control Facilities. All assessments required by this section that are levied against a Lot that remain unpaid shall become a lien on that Lot. (Calculation of the assessment charge shall be set forth in a subsequent recorded document.)

(b) Any Association that is the Responsible Party for the Maintenance of Stormwater Control Facilities shall be established in accordance with Chapters 47C or 47F of the North Carolina General Statutes (or successor statutes) and the Association declaration shall conform to this Maintenance Covenant and to §10-3073(b) of the Code (or its successor provision). Compliance with these terms shall be through Subsequent Documents executed and recorded by the Owners of the Property at a later date.

(c) If an Association is responsible for Maintaining the Stormwater Control Facilities, the costs and expenses of Maintaining any Stormwater Control Facilities (including any costs of complying with the terms of this Maintenance Covenant) shall be common expenses of the Association and shall include, without limitation, all costs for insurance premiums associated with the Stormwater Control Facilities and any other costs listed in the operations and maintenance budget established in the Stormwater Operations and Maintenance Manual and Budget.

6. **Stormwater Control Facilities Maintained by a Commercial Lot Owner.**

(a) If a commercial Lot Owner is responsible for Maintenance of the Stormwater Control Facilities, said Owner is responsible for making all repairs and replacements of the Stormwater Control Facilities in accordance with the construction drawings approved by the City and the Stormwater Operations and Maintenance Manual and Budget.

(b) Each Parcel served by the Stormwater Control Facility and any successive Owner of any Parcel shall be subject to an assessment charge levied by the designated responsible commercial
Lot Owner. The assessment charge shall include, without limitation, the actual costs for Maintaining the Stormwater Control Facility, all costs for insurance premiums associated with the Stormwater Control Facility, and other costs listed in the Stormwater Operations and Maintenance Manual and Budget. Calculation of the assessment charge shall be set forth in a subsequent recorded document. Any assessment charge levied against a Lot and remaining unpaid for a period of thirty (30) days or longer after the payment due date shall be delinquent and shall constitute a default of this Maintenance Covenant entitling the Lot Owner responsible for Maintenance of the Stormwater Control Facilities to bring an action at law against the defaulting party plus interest charges, together with all costs and expenses of collection incurred, such as without limitation, court costs and reasonable attorney fees actually incurred. Each Parcel Owner served by the Stormwater Control Facility shall have the right to Maintain, repair, and replace the Stormwater Control Facility if after forty-five (45) days written notice the commercial Lot Owner responsible for Maintenance, repair, and replacement fails to faithfully discharge its responsibility. The Parcel Owner doing the work shall have the same right as the designated commercial Lot Owner has to assess the other Lots served by the Stormwater Control Facility.

(c) At any time the commercial Lot Owner responsible for the Maintenance of Stormwater Control Facilities may assign its responsibilities and rights to a property owners association established in accordance with Chapters 47C or 47F of the North Carolina General Statutes or successor statutes, in which instance the Owners of the Parcels served by the Stormwater Control Facilities shall be members of the created property owners association.

7. Insurance. As part of the routine costs and expenses of Maintaining the Stormwater Control Facilities, the Responsible Party must procure and maintain liability insurance in an amount no less than $1,000,000.00 for the protection of the Stormwater Control Facilities.

8. Penalties Associated with Failure to Maintain Stormwater Control Facilities. Operation and Maintenance of the Stormwater Control Facilities must comply with all relevant provisions of the Code. Failure to Maintain the Stormwater Control Facilities in accordance with the Stormwater Operations and Maintenance Manual and Budget and any applicable regulation of a Governmental Authority is a violation of the Code and may subject each Lot Owner and the Responsible Party to significant daily civil penalties and other enforcement actions by the City of Raleigh and/or other Governmental Authorities, including assessments.

9. Joint and Several Liability. Each Owner shall be jointly and severally responsible for Maintenance of the Stormwater Control Facilities, including payment of any unpaid ad valorem taxes, public assessments for improvements, and unsafe building and public nuisance abatement liens charged against the Stormwater Control Facilities and Lots benefited by those Stormwater Control Facilities, and including all interest charges thereon, together with the costs and expenses of collection incurred by themselves (or other collecting agent), including court costs and reasonable attorney’s fees actually incurred. Each Owner has a right of contribution against all other Owners whose portions of the Property are served by the same Stormwater Control Facilities for payment of such costs and expenses to the extent that the Owner having such right of contribution pays more than such Owner’s pro rata share thereof, such pro rata share being determined either by other assessment provisions for Maintenance of Stormwater Control
Facilities established in Subsequent Documents or by dividing the acreage of such Owner's portion of the Property served by the Stormwater Control Facilities by the total acreage of the portion of the Property served by the same Stormwater Control Facilities when no maintenance assessments apply to the Property.

10. Permanently Protected Undisturbed Open Space Areas. Within any permanently protected undisturbed open space areas (and similarly designated areas) shown on any recorded plat of any portion of the Property, there must not be any land disturbing activity, any placement of impervious surfaces, any tree disturbing activity (as defined in the Code), any removal of vegetation, any new development or expansion thereof, or new use, construction, or encroachment without first obtaining a watercourse buffer permit from the City.

Article III
Rights Granted to City of Raleigh

1. Action for Specific Performance. Recognizing the consequences to the City of Raleigh of non-compliance with the obligations of this Maintenance Covenant, Declarant hereby grants the City of Raleigh the right to seek, in any court of appropriate jurisdiction, judicial action for specific performance of any of the obligations established within this Maintenance Covenant. This right of the City shall not limit any other remedies or enforcement options available to the City under this Maintenance Covenant, the Code, or any other applicable law, including later adopted ordinances or statutes that may supplement or supersede the requirements stated herein.

2. Grant of Easements.

(a) Declarant hereby dedicates and Grants unto the City a permanent, non-exclusive and irrevocable easement over the Lots, Stormwater Control Facilities, and private drainage easements for the purpose of permitting City inspection and, if deemed necessary, as determined by the City, in its sole discretion, for Maintenance and other work on the Stormwater Control Facilities (the “Protection Easement”).

(b) Declarant hereby dedicates and grants to the City a permanent, irrevocable, and non-exclusive right of ingress, egress, and regress over and across all public or private easements on the Property, including, but not limited to, private roads, for Maintenance and other work on the Stormwater Control Facilities (the “Access Easement”). The rights granted to the City in this subsection shall extend to employees, agents, and contractors of the City.

3. Use of Protection and Access Easements. The City, its officers, employees, contractors and agents may access the Property and enter the Stormwater Control Facilities for purposes of exercising the City’s rights hereunder. This Maintenance Covenant shall in no way oblige the City to monitor and Maintain the Stormwater Control Facilities, and the City shall not be liable to any person, firm, partnership, company, corporation, governmental agency, or entity for the condition or operation of the Stormwater Control Facilities. Further, this Maintenance Covenant shall in no way diminish, limit, or restrict the right of the City to enforce any of its ordinances as permitted by law or to exercise any rights or powers granted to it.

(a) If Stormwater Control Facilities serving any portion of the Property are not performing adequately or as intended or are not properly maintained or replaced, the City, in its sole discretion, may, after providing written notice to the Lot Owners and the Responsible Party, enter the Property and perform Maintenance of the Stormwater Control Facilities as is necessary to remedy the situation.

(b) The City shall be fully reimbursed for its costs of inspecting, monitoring, designing, constructing, repairing, reconstructing, replacing, and installing the Stormwater Control Facility or Stormwater Control Facilities. Such costs shall include the costs of administration, overhead, contracting, and public advertising associated with the work performed by the City pursuant to this Article.

(c) In addition to any other rights the City has to be reimbursed for its costs, the City may levy an assessment against each Lot served by the noncompliant Stormwater Control Facility. No assessment will be levied by the City without prior notice to the affected Lot Owners. Any unpaid assessment levied by the City shall be, as allowed by law, a lien against any delinquent Lot.

5. City Right to Private Assessments.

In addition to all other remedies set forth in this Maintenance Covenant, the Declarant assigns to the City any powers or rights of assessment that presently exist or that may be created (including those created through a Subsequent Document) for purposes of funding common expenses for services benefitting the Lots (including those of an Association and including any assessments for Maintenance of Stormwater Control Facilities). The Declarant also appoints the City as attorney-in-fact for the express purpose of assessing and pursuing the collection of unpaid costs incurred by the City in its Maintenance of any Stormwater Control Facility serving any of the Lots.

The City shall not exercise the assignment and appointment herein until all of the following occur:

(a) The City has not been fully reimbursed for any costs associated with Maintenance performed by the City (or its contractors) to any Stormwater Control Facility serving any portion of the Property.

(b) The City has provided the Responsible Party written notice requesting full payment and full reimbursement has not been made to the City within thirty (30) days of this notice.

(c) At least sixty (60) days prior written notice of the assignment of assessment rights is provided to the Responsible Party (and the members of the Association if an Association is the Responsible Party).
The Declarant further assigns to the City the right to compel the Responsible Party to ratify such assignment of assessment rights and appointment as are made in this section at a later date and to, if deemed necessary at the City's sole discretion, make a similar assignment in the future prior to the City commencing any Maintenance on any Stormwater Control Facility.

6. **Provision of Membership Roster.** If an Association is the Responsible Party, the Association shall, upon demand by the City, provide the City with a list of all members of the Association and the mailing address for each member that that the Association utilizes to communicate with its membership. This list must be provided within thirty (30) days of the City's demand.

7. **No Public Adoption.**

(a) The City's exercise of its rights under this Maintenance Covenant, or its abatement of a public nuisance, or its repair of unsafe structures does not constitute adoption of any Stormwater Control Facility by the City. The legal authority of the City is not intended to impede or prohibit the Responsible Party or any Lot Owners from taking all necessary actions to Maintain the Stormwater Control Facilities so that they function safely and perform the function for which they were created.

(b) The City is not obligated to monitor or Maintain any Stormwater Control Facility and the City shall not be liable to any person or entity for the condition or operation of any Stormwater Control Facilities.

**Article IV**

**Subordination**

1. **Subordination.**

(To protect the interests of the City of Raleigh and the public at large, any existing deeds of trust, mortgages, or liens encumbering the Property, other than property tax liens for the current tax year or governmental improvement assessment liens, must be subordinated to this Maintenance Covenant. If no such encumbrances exist, the following representation must be checked by the Declarant. Otherwise, such encumbrances must be listed and the Maintenance Covenant must be executed by the beneficiary and trustee, mortgagee, or lien holder to evidence such subordination.)

[14] DECLARANT REPRESENTS THAT NO SUPERIOR DEEDS OF TRUST, MORTGAGES, OR LIENS (OTHER THAN PROPERTY TAX LIENS FOR THE CURRENT TAX YEAR OR GOVERNMENTAL IMPROVEMENT ASSESSMENT LIENS) ENCUMBER OR AFFECT THE PROPERTY AT THE TIME OF THE EXECUTION AND RECORDING OF THIS MAINTENANCE COVENANT, OR THAT IF ANY OF THE FOREGOING EXIST AND ARE NOT BEING SUBORDINATED BY THE DEED OF TRUST BENEFICIARY AND TRUSTEE, MORTGAGEE, OR LIEN HOLDER BY EXECUTION OF THIS MAINTENANCE COVENANT, DECLARANT HAS AN OWNER'S POLICY OF TITLE INSURANCE THAT EITHER INSURES THE PROPERTY WITHOUT EXCEPTION
FOR SUCH ENCUMBRANCE OR THAT PROVIDES AFFIRMATIVE COVERAGE WITH RESPECT TO SUCH ENCUMBRANCE AND, IN SUCH EVENT, A COPY OF SUCH TITLE INSURANCE POLICY HAS BEEN GIVEN TO THE CITY.

(If the box above is not checked, the subordination section on the signature pages must be completed and signed by the appropriate parties.)

**Article V**

**Miscellaneous**

1. **Notice.** Written notice as required hereunder shall be provided to the City of Raleigh at P. O. Box 590, Raleigh, N.C. 27602, Attention: Stormwater Program Manager and to the Declarant at [19]. Once the Declarant transfers, by deed or easement, responsibility for Maintenance of the Stormwater Control Facilities to the Responsible Party, the address for notice to the Responsible Party shall be provided to the City in writing, directed to the address listed above. The City may elect to notify the Responsible Party at either (i) the mailing address for the Responsible Party provided to the Wake County Tax Assessor; or (ii) the registered agent of the Responsible Party on file with the Corporations Division of the Secretary of State’s Office, either of which shall be deemed to comply with any notice requirements of this Maintenance Covenant. Where notice must be provided to individual Lot Owners (as members of an Association), such notice shall be sent to the Owner of that Lot as shown on the county tax listing first class mail. Written notice shall be deemed received four (4) days following its deposit, first class mail, with the United States postal system. All mailings required by this Article shall be sent via the United States Postal Service.

2. **Term.** This Maintenance Covenant shall continue as a servitude running in perpetuity with the Property.

3. **Severability.** If any provision of this Maintenance Covenant shall be deemed invalid by a judgment, order, or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining provisions of this Maintenance Covenant.

4. **No Merger.** The rights, privileges and easements in this Maintenance Covenant shall not merge by operation of law or terminate but shall remain in full force and effect despite the fact that the same Owner may own title to all the real properties which are affected by this Maintenance Covenant.

5. **No Waiver.** The failure of any Owner, an Association, a Responsible Party, or the City in any one or more instances to insist upon compliance with any provision or covenant herein or to exercise any right or privilege herein shall not constitute or be construed as a waiver of such or any similar provision, covenant, right or privilege including the right to cure a breach or default, but the same shall continue and remain in full force and effect, as if no such forbearance had occurred.

**Article VI**

**Execution**

*City of Raleigh Form 10-9027(b) – Revised January 3, 2010*
TO HAVE AND TO HOLD the covenants agreed to and the terms, conditions, obligations and restrictions imposed herein shall be binding upon the Declarant, its successors and assigns, and shall continue as a servitude running with the land in perpetuity. Declarant covenants that it is vested of the Property in fee simple, has the right to convey the same in fee simple, that the Property is free from encumbrances except as herein stated or subordinated herein, and Declarant will warrant and defend such title to the same against claims of all persons whatsoever. Title to the Property is subject to the following: all utility rights of way and easements recorded in the Registry; plats of any part or all of the Property recorded in the Registry; and restrictive covenants affecting any part or all of the Property that were recorded in the Registry prior to the recording of the deed to the Declarant that conveyed the Property to the Declarant.

Declarant acknowledges that the City of Raleigh is acting in reliance on Declarant’s authority to enter into this Maintenance Covenant and the terms, conditions, obligations, and restrictions imposed herein in its authorization to subdivide the Property and in the issuance of any permits or development approvals associated with any construction of improvements on the Property and that the City of Raleigh may suffer irreparable harm from the violation of the covenants, restrictions, and obligations established herein.

[The signature pages follow this page.]
[Declarant Signature Page]

IN WITNESS WHEREOF, Declarant hereby executes this Maintenance Covenant under seal as of the day and year first above written.

DECLARANT: 

____[16]____

By: _________________ (SEAL)
Name: _____[17]_____
Its: _____[18]____ (Title)

NORTH CAROLINA

WAKE COUNTY

DECLARANT

ACKNOWLEDGMENT

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: ________________________________

(Print name of signatory in blank)

Date: ___________________

My Commission Expires: 

______________________

Notary Public

Print Name: ___________________

[Affix Notary Stamp or Seal]

[The next page is the subordination signature page.]
[Subordination Signature Page]

[19]______, as Trustee, and [20]______, as Beneficiary, under that certain Deed of Trust recorded in Book [21]_____, Page [21]______[12]____ County Registry, North Carolina, join in this Maintenance Covenant for the sole purpose of expressing their consent hereto and of binding, subjecting and subordinating said Deed of Trust and their interest in the Property to the terms, covenants and conditions of this Agreement.

TRUSTEE:

[19]______

By: ___________________________ (SEAL)
Name: __________________________
Its: ___________________________ (Title)

BENEFICIARY:

[20]______

By: ___________________________ (SEAL)
Name: __________________________
Its: ___________________________ (Title)

[Notary acknowledgments for the Trustee and Beneficiary follow this page.]
NORTH CAROLINA

WAKE COUNTY

TRUSTEE

ACKNOWLEDGMENT

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: ____________________________________________

(Print name of signatory in blank)

Date: ______________________

My Commission Expires: ______________________

Notary Public

Print Name: ______________________

[Affix Notary Stamp or Seal]

NORTH CAROLINA

WAKE COUNTY

BENEFICIARY

ACKNOWLEDGMENT

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: ____________________________________________

(Print name of signatory in blank)

Date: ______________________

My Commission Expires: ______________________

Notary Public

Print Name: ______________________

[Affix Notary Stamp or Seal]
Attorney Certification:

I, [22], an attorney licensed to practice law in the State of North Carolina, certify to the City of Raleigh that this Maintenance Covenant has been prepared in accordance with the instructions provided by the City of Raleigh, that I am familiar with the requirements of Section 10-9027 of the Raleigh City Code of Ordinances, and have prepared this instrument in accordance with the requirements of Section 10-9027(b) of the Raleigh City Code of Ordinances.

[23]

Attorney at Law

City of Raleigh Form 10-9027(b) – Revised January 3, 2010
Page 18
Exhibit A
Description of Property

All Lots as shown on the subdivision plat recorded in Book of Maps _____, Page _____, Wake County Registry.
Exhibit B
Description of Stormwater Control Facilities
and Drainage Easements

All areas shown and labeled as "Private Drainage Easements", "Stormwater Control Facility", or "Stormwater Control Measure" (or equivalent terms) on the subdivision plat recorded in Book of Maps ______, Page ______, Wake County Registry.