



Town of
**INDIAN
TRAIL**
north carolina

ENGINEERING DEPARTMENT

- BMP Forever Cash Surety -
Requirements & Forms

For question/comments, please contact:

Town of Indian Trail
Engineering Department
315 Matthews-Indian Trail Rd.
PO Box 2430
Indian Trail, NC 28079
Phone: (704) 821-5401

**- BMP Forever Cash Surety -
Requirements**

Cash Surety must meet the following criteria to be accepted by the Engineering Department:

- Executed Agreement (page 4) must be accompanied by Cash Surety Data (page 3) and Surety Fee in the amount of \$300.00 made payable to the Town of Indian Trail;
- Cash Surety and Surety Fee must be a **Certified Check or Money Order** made payable to the “Town of Indian Trail”;
- Must be in the exact approved amount required by the Town of Indian Trail, Engineering Department with an attached itemized estimate form signed by a NC licensed general contractor or engineer and Approved Town estimate form, and
- Must be in the required format included in this packet.

This packet includes:

Cash Surety Data (page 3)

This form must be completed and provided with each new Cash Surety posted with the Engineering Department.
Complete the “Project Information” and “Applicant Information” section in its entirety.

BMP Forever Cash Surety Agreement (page 4)

Town of Indian Trail Engineering Department

Cash Surety Data

Accurate data ensures we are able to contract all interested parties regarding Cash Surety release and return, renewal notices, opportunities for reduction, and expiration warnings.

Surety Information

Date of Issue: _____ Amount in Figures: _____

Amount in Words: _____

Check #: _____ Bank: _____

Project Information *(Project for which this Cash Surety is being required by the Engineering Department)*

Project Name: _____ Phase #: _____ Map #: _____

Town Project Manager: _____ Project #: _____

Purpose: Street Sidewalk Curb & Gutter Storm Drainage Landscaping BMP Right of Way Lighting Other

Brief Description: _____

Release Information *(Party responsible and for whose account this Cash Surety is issued)*

Name: _____ Title: _____

Company Name: _____

Address: _____

Signature: _____ Date: _____

Email: _____

Phone: _____ Fax: _____

This Surety is hereby approved.

Todd Huntsinger
Director of Engineering

Date: _____

Received and Delivered to Finance Office by:

Town Engineering Representative

Date: _____

(Prepare on Company Letter)
BMP FOREVER CASH SURETY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That we _____ of _____ County, State of _____ as Principal and _____ as Surety, are held and bound unto the Town of Indian Trail, North Carolina in the sum of \$_____ lawful money of the United States of America, for the payment whereof well and truly to be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that,

WHEREAS, the Principal will inspect and maintain the operational characteristics of any facility constructed on their property for storm water detention or water quality such that the facility functions as required in the Development Regulations at the time the facility was approved by the Town of Indian Trail as demonstrated in the Storm Water Management Report for the facility, and to maintain the facility free of obstruction, silt or debris.

WHEREAS, Storm Water Management facilities are required to minimize the impact of development on the storm water hydrology, hydraulics and water quality, under the terms that a bond is required of said Principal and good and sufficient surety payable to the Town of Indian Trail and conditioned that the Principal shall well and truly maintain all storm drainage facilities used for water quality and quantity best management practices shown on the development plans for the property in accordance with standard requirements of the Town of Indian Trail in force as of the date of said approval; and

WHEREAS, the Principal has entered into a Maintenance Agreement with the Town of Indian Trail, dated the ____ day of _____, 20____, in which Principal agrees and warrants, that as a condition precedent to approval of the development plans for the property of the Principal entitled _____, all storm drainage facilities used for water quality and quantity best management practices shall be maintained in accordance with the standards aforesaid in perpetuity; and

WHEREAS, this agreement shall be governed by the laws of the State of North Carolina.

NOW THEREFORE, this obligation shall remain in full force and effect. Upon failure of the Principal in the performance of the terms and conditions of said contract, then the Surety shall be liable in payment to the Town of Indian Trail of a sum not to exceed \$_____ for the cost of completing the terms and conditions set forth under the contract entered by the Principal with the Town of Indian Trail.

SIGNED, SEALED AND DELIVERED THIS _____ day of _____ 20____, in the presence of:

ATTEST

Corporate Secretary

BY: _____(SEAL)
Principal Signature

Printed Name and Title

BY: _____
Printed Surety Name

ATTEST:

Corporate Secretary

_____(SEAL)
Signature

Printed Name and Title