



PROVIDED BY COH:

LDP PERMIT#:

COH CONTRACT NUMBER:

INSPECTION AND MAINTENANCE AGREEMENT OF PRIVATE STORMWATER MANAGEMENT FACILITIES

MAP & PARCEL NO.:

PROJECT NAME:

PROJECT ADDRESS:

THIS AGREEMENT, made this ___ day of _____ 20___, by and between _____ hereinafter referred to as the "OWNER(S)" of the referenced property and City of Hendersonville, Tennessee, hereinafter referred to as the "CITY",

Being all or a portion of the land acquired by (name) _____, by (deed type) _____ from (name) _____, dated _____, of record in Book # _____, Page # _____, Register's Office of Sumner County, Tennessee.

WITNESSETH

WE, the OWNER(S), with full authority to execute deeds, mortgages, other covenants, all rights, titles, and interests in the property described above, do hereby covenant with the CITY and agree as follows:

- 1. The OWNER(S) covenant and agree with the CITY that the OWNER(S) shall provide for adequate long-term maintenance and continuation of all features and infrastructure that capture, convey, treat or detain stormwater located onsite. This shall be further described and shown in the Long-Term Maintenance Plan, attached hereto as Exhibit A, to ensure that the facilities, are and remain in proper working condition in accordance with approved design standards, rules and regulations, and applicable laws. The OWNER(S) shall perform preventative maintenance activities at intervals described in the schedule included in the Long-Term Maintenance Plan with necessary landscaping (grass cutting, etc.) and trash removal as part of regular maintenance.
2. The OWNER(S) shall submit to the CITY an annual report by July 1st of each year. The report will include the Long-Term Maintenance Plan that document inspection schedule, times of inspection, remedial actions taken to repair, modify or reconstruct the system and the state of control measures.
3. The OWNER(S) shall have all Stormwater Management Facilities/SCMs inspected on a minimum annual basis or as specified in the Long-Term Maintenance Plan by a licensed professional engineer, licensed landscape architect, or a person who has an active Tennessee Stormwater Management Training SCM Inspection and Maintenance Course certification.
4. The OWNER(S) shall have a licensed professional engineer, or a licensed landscape architect completed a comprehensive inspection of all Stormwater Management Facilities/SCMs at least once every five years. All related reports, letters, and certifications shall be provided to the CITY with the annual report.
5. The OWNER(S) shall grant to the CITY or its agent or contractor the right of entry at reasonable times and in a reasonable manner for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining, or repairing the facility.
6. The OWNER(S) shall grant to the CITY the necessary easements and rights-of-way and maintain perpetual access from public rights-of-way to the facility for the CITY or its agent and contractor in accordance with the Hendersonville Municipal Code Title 18. The OWNER(S) agree that should maintenance not be properly performed, after due notice, the CITY may order the work performed. The OWNER(S) shall reimburse the CITY upon demand the costs incurred and any enforcement action costs according to Hendersonville Municipal Code Title 18 and is due upon receipt.
7. The CITY is under no obligation to maintain, or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the CITY.
8. If the OWNER fails to pay the CITY for the above expenses after forty-five (45) days written notice, the OWNER authorizes the CITY to collect said expenses from the OWNER through appropriate legal action and the OWNER shall be liable for the reasonable expenses of collection, court cost, and attorney fees.
9. The OWNER(S) shall indemnify and save the CITY harmless from any and all claims for damages to persons or property arising from OWNER(S) actions or inaction relating to the construction, maintenance, and use of the facility including all reasonable expenses, court costs, and attorney fees resulting therefrom.
10. The Agreement and covenants contained herein shall apply to and bind the OWNER(S) and the OWNER(S)' heirs, executors, successors, and assigns, and shall bind all present and subsequent owners of the property served by the facility.
11. The OWNER(S) shall not be able to modify its responsibilities with respect to this agreement without the CITY's written prior consent. Nothing herein shall be construed to prohibit a transfer by OWNER(S) to subsequent owners and assigns.
12. The OWNER(S) shall record a plat showing and accurately defining the easements for stormwater management facilities/SCMs. The plat must reference the Instrument Number where this AGREEMENT and attachments are recorded and contain a note that the OWNER(S) is responsible for maintaining the stormwater management facilities/SCMs.
13. The OWNER(S), or the City on the OWNERS(S) behalf, shall record this AGREEMENT in the office of the Register of Deeds for the County of Sumner, Tennessee, and the AGREEMENT shall constitute a covenant running with the land, and shall be binding upon the OWNER(S) and the OWNER(S) heirs, administrators, executors, assigns, and any other successors in interest.
14. The OWNER(S) shall notify the CITY within thirty (30) days of a change in ownership of the Stormwater Management Facilities/SCMs.

FOR THE OWNER(S):

ATTEST: OWNER SIGNATURE: _____

PRINT OWNER NAME: _____ TITLE: _____

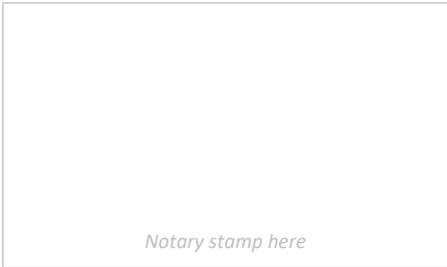
OWNER ADDRESS _____

OWNER PHONE & EMAIL: _____

OWNER NOTARY:

STATE OF _____ COUNTY OF _____

Before me, _____ (notary) of the state and county mentioned, personally appeared _____ (owner name), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be president (or other officer authorized to execute the instrument) of _____ (company name), the within named bargainor, a corporation, and that such president or officer as such _____ (title), executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as _____ (company name).



Notary stamp here

WITNESS my hand and seal this _____ day of _____, 20 ____.

NOTARY PUBLIC My Commission Expires: _____

PREPARED BY: **CITY OF HENDERSONVILLE, ENGINEERING DIVISION**

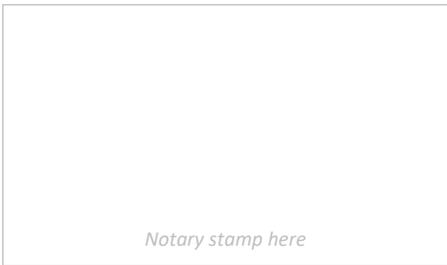
ATTEST: _____ Date _____

CITY OF HENDERSONVILLE, ENGINEERING DIVISION
101 MAPLE DRIVE NORTH, HENDERSONVILLE, TN 37075

CITY NOTARY:

STATE OF TENNESSEE COUNTY OF SUMNER

Before me, _____ of the state and county mentioned, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledge themselves to be the City Engineer of the City of Hendersonville, Tennessee, and that as such City Engineer, being authorized so to do, executed the foregoing instrument of the purposes therein contained.



Notary stamp here

WITNESS my hand and seal this _____ day of _____, 20 ____.

NOTARY PUBLIC My Commission Expires: _____

EXHIBIT A - LONG TERM MAINTENANCE PLAN (LTMP)

PROJECT NAME:	COH#:
SUBDIVISION/SECTION/LOT:	
ADDRESS:	MAP & PARCEL:
LAT/LONG:	IMPERVIOUS SQ. FT.

CONTACT INFO:	Owner	Prepared By:
NAME & COMPANY:		
ADDRESS:		
PHONE:		
EMAIL:		

Owner shall submit Annual Inspection Reports via Citizen's Self Service portal (<https://css.hvilletn.org>) no later than July 1 st of each year

STORMWATER MANAGEMENT FACILITIES LOCATED ON SITE: (CLEARLY CALLOUT AND LABEL)			
<input type="checkbox"/> Bioretention/Rain Gardens	<input type="checkbox"/> Infiltration Trenches	<input type="checkbox"/> Dry Ponds	Green Roof
<input type="checkbox"/> Water Quality Swales	<input type="checkbox"/> Riparian Buffers	<input type="checkbox"/> Wet Ponds	Wetland
<input type="checkbox"/> Oil Grit Separator/Water Quality Unit	<input type="checkbox"/> Underground Detention	<input type="checkbox"/> Storm Sewer	Grass Swales
<input type="checkbox"/> Permeable Pavers/Concrete	Other:		

ALL OF THE FOLLOWING DOCUMENTS SHALL BE ATTACHED AND INCLUDED WITH THIS FORM:	
<input type="checkbox"/>	Location Map
<input type="checkbox"/>	Stormwater Facilities Location Sheet: include detailed exhibits of the Stormwater Management Facilities/SCMs and a site map showing the location of all Stormwater Management Facilities/SCMs: CLEARLY LABELED
<input type="checkbox"/>	Oil Grit Separator/Water Quality Unit 2 year maintenance agreement (<i>Recommended, but not required</i>)
<input type="checkbox"/>	Maintenance narrative & description of each Stormwater Management Facility/SCM to be inspected
<input type="checkbox"/>	Inspection and maintenance checklist for each Stormwater Management Facility/SCM located on site

AS-BUILT DRAWINGS of the stormwater facilities will be provided to the City upon completion of the site construction.

ACCESS: As agreed to with the Inspection and Maintenance Agreement, the owner shall grant to the City of Hendersonville or its agent or contractor the right of entry at reasonable times and in a reasonable manner for the purpose of inspecting, operation, installing, constructing, reconstructing, maintain, or repairing the facility.

WASTE & SEDIMENT DISPOSAL: Trash and debris collected from the stormwater sewer system shall be properly disposed with a licensed sanitation company. All sediment and debris shall be disposed at a licensed landfill in accordance with all local, state, and federal laws. If any waters of the state are believed to be contaminated, the Tennessee Department of Environment and Conservation (TDEC)-Division of Water Resources Nashville Environmental Field Office should be contacted at (615)-687-7000.

CERTIFICATION: *Signed by the Engineer/Registered Landscape Architect that completed this Maintenance Plan*

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

PRINT NAME:	SIGNATURE:	DATE:
ADDRESS:	PHONE & EMAIL:	
OWNER'S AUTHORIZATION:	PRINT:	SIGNATURE: