



**INSPECTION AND MAINTENANCE AGREEMENT
OF PRIVATE STORMWATER MANAGEMENT FACILITIES**

Prepared by: City of Portland Stormwater Department * 100 South Russell St. * Portland, TN 37148

THIS AGREEMENT, made this ____ day of _____, 20____ by and between _____, hereafter referred to as the “OWNER(S)” of the following property: _____, Map _____ Parcel _____, Portland, TN 37148, and the City of Portland, Tennessee hereafter referred to as the “CITY”. Land disturbance permit number: _____.

WHEREAS, the City is required by Federal and State surface water quality regulations and its National Pollutant Discharge Elimination System (NPDES) permit to prevent surface water quality degradation from development or redevelopment activities within its jurisdiction, and the City has adopted surface water quality regulations as required and such regulations are contained in the Stormwater Management chapter of the City’s Stormwater ordinance; and

WHEREAS the Owner owns the Property identified above and has or will construct certain Stormwater management facilities on the Property, and has developed a Stormwater Maintenance Plan (SWMP), as may be amended from time-to-time (the “Plan”) for the maintenance of those facilities, which the City has reviewed and approved, and a copy of which will be maintained by the Owner. A drawing showing the general area of the facilities covered by the Plan is attached to this Agreement for ease of identification.

THEREFORE, in consideration of the benefits received by the Owner as a result of the approval by the City of the Plan, the Owner does hereby covenant and agree with the City as follows:

WITNESSETH:

I/WE, the OWNER(S) with full authority to execute deeds, mortgages, other covenants, all rights, titles and interests in the property described above:

1. The OWNER(S) covenant and agree with the CITY that they shall provide for adequate long term maintenance and continuation of Stormwater control measures to ensure that all of the Stormwater 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 preventive maintenance activities at intervals described in the **Post Construction Long-Term Water Quality Maintenance Plan** attached hereto along 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 documents inspection schedules, times of inspections, remedial actions taken to repair, modify or reconstruct the system and the state of control measures.
3. The OWNER(S) shall grant to the CITY or its agent or contractor the right of entry at a reasonable time and in a reasonable manner for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining or repairing the facility.
4. The OWNER(S) shall grant to the CITY the necessary easements and rights-of-way and maintain perpetual access from the public rights-of-way to the facility for the CITY or its agent and/or contractor in accordance with the Stormwater Management Ordinance. 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 immediate demand, the costs incurred and any enforcement action costs according to the Stormwater Management Ordinance. Provided, however, that the City shall in no event be deemed obligated to maintain or repair the Stormwater management facilities and nothing in this Agreement shall ever be construed to impose or create any such obligation to the City.
5. The OWNER(S) shall indemnify and hold the CITY harmless from any and all claims for damages to persons or property arising from the construction, maintenance, and use of the facility.
6. This AGREEMENT and covenants contained herein shall apply to and bind the OWNER(S) and the OWNERS(S) heirs, executors, successors, and assigns and shall bind all present and subsequent owners of the property served by the facility.
7. The OWNER(S) shall not be able to transfer, assign or 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.
8. No waiver of any provision of this Agreement shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
9. If it is later determined that the City's NPDES permit clearly directs Owners or the City to manage stormwater treatment systems differently than specified in the Plan, the direction of the NPDES permit shall override the provisions of the Plan.



10. The Owner shall have a Tennessee-licensed engineer, surveyor, or landscape architect to inspect the facilities and certify to the City via a written report that the constructed facilities conform and purport substantially to the approved Plan. If the constructed condition of the facility or its performance varies significantly from the approved Plan, appropriately revised calculations shall be provided to the City and the Plan shall be amended accordingly. This report shall be completed, at a minimum, once within a five-year period, or as required by the City, or TDEC, and submitted to the City's Stormwater department.
11. The OWNER(S) shall record this AGREEMENT in the office of the Register of Deeds for the county of _____, Tennessee.

FOR THE OWNER(S): _____
Company Name

Signature

Title

Printed Name

Phone Number

STATE OF TENNESSEE
COUNTY OF _____

Before me, the undersigned Notary Public of the State and county mentioned, personally appeared _____, with whom I am personally acquainted (or provided to me on the basis of satisfactory evidence), and who, upon oath, acknowledges themselves to be the officer authorized to execute this Agreement (Inspection and Maintenance Agreement for Private Stormwater Management Facilities) heretofore named and executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at office in, this _____ day of _____, 20____.

Notary Public

My Commission Expires

City of Portland – Sumner / Robertson
County
Stormwater Management
Design/Submittal Requirements



Revised April 2018

CITY OF PORTLAND STORMWATER DEPARTMENT
100 SOUTH RUSSELL STREET
PORTLAND, TN 37148

REVIEWED BY:

Signature

Title

Printed Name

Phone Number

STATE OF TENNESSEE
COUNTY OF _____

Before me, the undersigned Notary Public of the State and county mentioned, personally appeared _____, with whom I am personally acquainted (or provided to me on the basis of satisfactory evidence), and who, upon oath, acknowledges themselves to be a Stormwater Management Coordinator for the City of Portland, Tennessee and that as such Stormwater Management Coordinator, being authorized to do so, executed this Agreement (Inspection and Maintenance Agreement for Private Stormwater Management Facilities) for the purposes therein contained.

Witness my hand and official seal at office in _____, TN, this _____ day of _____, 20____.

Notary Public

My Commission Expires