



Memorandum

Date: October 4, 2012 (updates to version of May 24, 2010; original, December 23, 2008)
To: Developers, engineers serving the Murfreesboro, TN area
From: Robert Haley, Murfreesboro Water & Sewer Dept. (roberthaley@murfreesborotn.gov)
Re: Maintenance Plans, Agreements and recordkeeping for stormwater quality management controls

Because of federal and state NPDES and water quality regulations, the City has adopted post-construction stormwater quality controls, which went into full effect October 1, 2008. In addition to the design and installation of the controls, it is necessary that the permanent controls be maintained.

Below is an outline of the contents of a maintenance plan. Maintenance checklists may be found on the world wide web; e.g., the Center for Watershed Protection site: www.cwp.org/postconstruction; and the City has several examples posted: <http://www.murfreesborotn.gov/default.aspx?ekmenu=42&id=6054>.

A Maintenance Agreement is attached, for you as landowner to prepare for submitting to the City, which the City will file with the Rutherford County Register of Deeds. Also attached is a Stormwater Management Record Sheet which serves as a record of the controls on your development site and as an application for a storm water user fee credit. Note also the form for engineer to certify installation of stormwater controls.

Maintenance plan outline

- A cover sheet with relevant project identification
 - any Murfreesboro or State permit or file numbers
 - preparer of plan
 - keeper of plan and location
 - signature of property owner with date of signing
- A map of the property showing location and description of stormwater management controls, with reference to a permanent benchmark
- Responsible parties and financial issues
 - source of funds to accomplish maintenance
 - estimated budget (see maintenance practices and schedule below)
 - who is responsible for maintenance
 - any contracted service provider for maintenance (devices clean-out, pond maintenance, sweeping, landscaping services); this sort of service provider will be required for underground (out-of-site) controls
- Description of maintenance practices and schedule
 - equipment needed
 - practices (clean-out, vegetation management, landscaping, etc.)
 - schedule
- Maintenance checklist (the City forms are examples; see link above)

Attachments

- Murfreesboro Stormwater Management Record Sheet/Credit Application
- Certification of Stormwater Quality Controls
- Inspection and Maintenance Agreement (3 versions depending on type of ownership)

Stormwater Quality Requirements and Forms (Murfreesboro, TN)

Applicability: New development and redevelopment involving increase of 10,000 square feet of impervious area, on a lot or within a common plan of development of at least one acre

Requirements: Comply with stormwater quality design standards

- 80% reduction of solids for the WQv, based on small (1.2 inches) storm events (annual basis)
- SPv control for the one-year storm event (slow release over 24 hrs of a 24 hr, 3.1 inch rain event)
- Post-development runoff rate less than or equal to pre-development rate for 2 year and 10 year storm events
- City allows a small site (<2 acres of impervious area) to achieve the SPv control requirement by use of low-impact-development (LID) stormwater features; see the stormwater [homepage](#), in the section headed “Small site development options.”

Paperwork: Submit plans and engineering calculations to show compliance with the requirements. Submit to Planning and Engineering Department (615-893-6441) Cey Chase/Sam Huddleston

Develop a Maintenance Plan for the stormwater controls to be installed.

- Outline available on web site and by request
- Maintenance checklists available on web site and by request
- Submit to MWSD Engineering (615-848-3200, Michele Pinkston/Robert Haley) or may be submitted to Planning and Engineering Dept. with stormwater-related plans and calculations.

Developer to sign and have notarized an “Inspection and Maintenance Agreement”

- Submit to MWSD Engineering (615-848-3200) or may be submitted to Planning and Engineering Dept. with stormwater-related materials.

Developer/engineer to submit a “Murfreesboro Stormwater Management Record Sheet”

- Submit to Planning and Engineering Dept. with stormwater-related materials.

Upon completion of installation of the stormwater treatment controls, have engineer examine and assess whether or not the controls are installed as designed and approved. When the controls are complete to the engineer’s satisfaction, the engineer should complete and submit Engineer’s Certification form to Planning and Engineering Dept.



Murfreesboro Stormwater Management Record Sheet

(See back of page for instructions.)

Planning & Engineering
Dept. (615) 893-6441
Water and Sewer Dept.
(615) 848-3200

Project information

Project Name:		Stream basin:	
Owner:		Contact info.:	
Engineer:		Eng. contact #/e:	
Landscape arch.		Arch. contact#/e:	
Type of project:	<input type="checkbox"/> Resid. s/div <input type="checkbox"/> Comm. s/div <input type="checkbox"/> Site <input type="checkbox"/> Public works		
For site plans platted as part of a subdivision:	Lot was platted w/in last two years: <input type="checkbox"/> Yes <input type="checkbox"/> No		Date: _____
	Name of subdivision:		
Stormwater quantity/quality controls are to be located	<input type="checkbox"/> On site <input type="checkbox"/> Area in common ownership <input type="checkbox"/> Lot or <input type="checkbox"/> Lots in single ownership <input type="checkbox"/> Within public easement <input type="checkbox"/> Public right of way <input type="checkbox"/> Other _____		
Give lot numbers (if applicable); other explanatory notes:			
Area of site (ac):	Site Soils %:	A _____ % B _____ % C _____ % D _____ %	
Pre-exist. impervious area (ac)	WOv reduction methods:	<input type="checkbox"/> _____ acres of natural area will be left untouched.	
Post-dev. impervious area (ac)		<input type="checkbox"/> Vegetated channels are used to provide stormwater treatment.	
Small site SPv (SSSPv) option		<input type="checkbox"/> Runoff from impervious areas is "disconnected" by routing via pervious areas/vegetative filtering.	
Pre-devel. runoff (SCS, 2 yr) (in):		<input type="checkbox"/> Runoff treated by sheet flow runoff through naturally vegetated stream buffer.	
Post-devel. runoff (SCS, 2 yr) (in)	Methods for SSSPv (if appl.)	Total disconnected impervious areas (DIA) _____ (acres) (ft ²)	

Runoff calculations and stormwater fee credits

Sub-basin	Area	Impervious Area	WOv	TSS red.	1 yr t _{out-in} (hr)	10 yr pre-dev. peak	10 yr post-dev. peak	% fee reduct.	Review & Approved
# 1									
# 2									
# 3									
# 4									
Notes:									Total

Add rows or additional pages as needed.

Controls/Maintenance Plan and Agreement

Sub-basin	Describe		Reviewed and Approved		
	Quality Control(s)	Maintenance Contractor ²	Plat notes	Maint. Plan ¹	Agreement ¹
# 1					
# 2					
# 3					
# 4					

Add rows or additional pages as needed.

See table on back to find the timetable for submitting stormwater quality-related information to the City.

¹ Items must be completed prior to recording of final plats for a development project that is proposing shared responsibility for stormwater management controls, and prior to issuance of a building permit in the case of an individual site's plan.

² Identifying a maintenance contractor is required for underground treatment devices and certain above-ground controls.

Murfreesboro Stormwater Management Record Sheet - Instructions

Purpose: This data form is intended to serve the designer in addressing (and City staff in recording) stormwater quality-related design and performance data for new and redevelopment projects which are subject to the City's post-construction stormwater runoff regulations. A developer/engineer should initiate the form and submit it before or along with submission of the stormwater management plan/construction plans for subdivision development or site plan for site development. See table below for timetable for submittal of other elements of the stormwater management plans.

Context: Murfreesboro's stormwater ordinance requires stormwater quality controls for new development and redevelopment on project sites of one acre or more, or sites that are part of a larger common plan of development of one acre or more, and which involve the construction of 10,000 square feet or more of impervious surface within a two year period. Water quality requirements are an 80% removal of total suspended solids, on an annual basis; management (24 hour release) of the streambank protection volume (SPv); and limiting post-development discharge rates to pre-development rates for the 2 year and 10 year, 24-hour rain events. For more detailed information, see the [City's web site](#).

Project information: Stream basin refers to the nearest named stream that receives the majority of stormwater runoff from the project site. Provide phone number or e-mail for the design engineer, and landscape architect if applicable. Description of soils on site, according to NRCS hydrologic soil groups A, B, C and D. The WQv refers to the volume of stormwater runoff that must be treated to the 80% removal standard. WQv is defined as a rainfall of 1.2 inches multiplied by a runoff coefficient Rv and by the area of the drainage basin. $Rv = 0.05 + 0.009 * I$ where I is the impervious area of the drainage basin. This volume may be reduced in several ways. Find more information in the [City's Stormwater Design Guide](#).

Small Site SPv Option: As an alternative to providing 24 hour release of runoff from a one-year storm event, one may incorporate low impact development techniques (e.g. disconnect downspouts, pervious pavement/pavers, recessed landscape islands to capture small storm runoff) on sites with less than two acres of impervious area. See [City's web site](#) for more information. If impervious areas are disconnected, provide a total of the impervious area that is disconnected.

Runoff calculations: The values requested are not intended to represent all the figures that are necessary for the engineer to design stormwater quality controls, but rather to provide a synopsis of the hydrologic impact of the development and as an application for the development to receive a stormwater user fee credit. Standard methods to determine runoff volumes and rates are TR-55, TR-20 (or equivalent) or any worksheet or pattern of calculation provided by the City. The column, "1 year t_{out-in} " refers to the detention time delay in hours between centroid of inflow hydrograph and centroid of outflow hydrograph, related to the City's SPv control requirement. The "10yr pre-dev. peak" and "post-dev. peak" refer to the peak discharge calculated for pre-development and post-development/built-out conditions in a once-in-ten-years probability rainfall event; e.g., the 24 hour, SCS-type event (Murfreesboro: 5.13 inches/24 hr). Use units of cubic feet per second.

Location of stormwater controls: Check all that apply. For stormwater quality controls serving or intending to serve multiple lots within a commercial subdivision development ("regional control"), check whether the controls will be located on a common-area lot or individual lot(s). In cases where regional control provides partial stormwater treatment and additional treatment must be provided on individual lots within the development, indicate by also checking "on site."

Controls/Maintenance Plans and Agreements: List the methods of stormwater quality management, including SPv and peak flow controls. For certain stormwater controls, the owner must provide the name of a stormwater system service provider/maintenance contractor. You must place a note on the plat which refers to the Maintenance Agreement that is recorded with the property. See [City's web site](#) for more information.

Info./documents	Referenced information/document should be submitted prior to or with:			
	For residential s/division	For commercial subdivision	For site development	For public works
Stormwater mgt. concept plan	Master plan	Master plan	Site plan	Initial plans
S/water quality design and calculations.	Stormwater mgt. plan/construction plans	Stormwater mgt. plan/construction plans	Site plan	Final plan review
S/water Mgt Record Sheet (this form)	Stormwater mgt. plan/construction plans	Stormwater mgt. plan/construction plans	Site plan	Final plan review
Maintenance Agreement	Final plat	Final plat*	Building permit*	Acceptance by City
Maintenance plan	Final plat	Final plat*	Building permit*	Acceptance by City
Construction certification	Certificate of Occupancy	Certificate of Occupancy	Certificate of Occupancy	Project acceptance

* The City will normally allow quantity & quality controls to be regional, whether placed in a common area or on a single lot but serving multiple lots. If partial treatment is provided regionally, controls will also need to be located at the site level.

Submit this form along with the plans as noted above, and/or directly to the Stormwater Coordinator at Murfreesboro Water and Sewer Department, 220 NW Broad Street, Murfreesboro, TN 37130. Submit the Maintenance Plan and Agreement to the Stormwater Coordinator.



Certification of Stormwater Quality Controls City of Murfreesboro

Planning & Engineering
Dept. (615) 893-6441
Water and Sewer Dept.
(615) 848-3200

The purpose of this form is for the engineer to certify that stormwater runoff quality controls have been installed for post-construction/permanent treatment of the runoff from a new or redevelopment project. City code (27½-11) states that no permanent certificate of occupancy shall be issued until such certification is received. The form is available in Word format and on the City's web page: www.murfreesborotn.gov.

Instructions: Identify the stormwater system that you have inspected by providing the name of the site and if multiple lots are served the name of the development project. Provide name and address of the owner of the stormwater control. If you inspect more than one control within the development, which are separately owned, provide contact information for the separate owners. List the stormwater runoff quality treatment control(s) inspected and indicate whether it is a regional control (serving multiple lots) or not. Reference #s should match reference #s in the Storm Water Management Plan.

Project Name:			
Address:			
Owner 1:			
Owner Address:			
City:	State:	Zip Code:	
Owner 2:			
Owner Address:			
City:	State:	Zip Code:	

Stormwater Treatment Control(s)			
Ref. #	List treatment control(s)	Regional Yes/No	Owner #
Notes:			

I, _____ (print name) have reviewed the City-approved plans for construction of the stormwater system at the above-referenced project, in particular the stormwater quality treatment controls noted above, and have inspected the system that has been installed. Based on my inspection, my familiarity with the plans, and my expertise in this field of engineering, I testify that the stormwater system is complete and prepared to function as designed.

Signed: _____ TN PE#: _____ Date: _____

City Use

Map:	Page No.	Eng. File No.	
Record Book:	Parcel No.	MWSD File No.:	
Maint. Agreement #		SWMP #	

Prepared by:
 David A. Ives, Assistant City Attorney
 City of Murfreesboro, Tennessee
 P.O. Box 1044
 Murfreesboro, TN 37133-1044

**INSPECTION AND MAINTENANCE AGREEMENT
 FOR PRIVATE STORMWATER MANAGEMENT FACILITIES – INDIVIDUAL OWNER**

Property Identification ("Property"):				City Use:	
Map:		Parcel No.		Land Dist. Permit No.:	
Record Book:		Page No.		MWSD File No.:	
Project Name:					
Project Address:					
Owner(s):					
Owner Address:					
City:		State:		Zip Code:	

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A.

This Inspection and Maintenance Agreement ("Agreement") is made this ____ day of _____, 20____, by and between _____ ("Owner", whether one or more), and the City of Murfreesboro ("City").

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 Code; 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 No. _____), 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 at the Murfreesboro Water & Sewer Department. 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:

1. The Owner shall provide adequate long term maintenance and continuation of the stormwater control measures described in the Plan, to ensure that all stormwater facilities are and remain in proper working condition. The Owner shall perform inspection and preventative maintenance activities in accord with the Plan.
2. The Owner shall maintain a copy of the Plan on site, together with a record of inspections and maintenance actions required by the Plan. The Owner shall document the times of inspections, remedial actions taken to repair, modify or reconstruct the system, the state of control measures, and notification of any planned change in responsibility for the system. The City may require that the Owner's records be submitted to the City.
3. 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.
4. The Owner hereby grants to the City the right of ingress, egress and access to enter the Property at reasonable times and in a reasonable manner for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining or repairing the facilities. The Owner hereby grants to the City the right to install and maintain equipment to monitor or test the performance of the stormwater control system for quality and quantity upon reasonable notice to Owner.
5. If the City finds that the Owner has not maintained the facilities, the City may order the Owner to make repairs or improvements to bring the facilities up to the standards set forth in the Plan. If the work is not performed within the time specified by the City, the City may enter the property and take any action necessary to maintain or repair the stormwater management facilities; 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 on the City.
6. If the City incurs expenses in maintaining the stormwater control facilities, and the Owner fails to reimburse the City for such expenses within 45 days after a written notice, the City may collect said expenses from the Owner through appropriate legal action, and the Owner shall be liable for the reasonable expenses of collection, including all court costs and attorney fees.
7. The Owner and the Owner's heirs, administrators, executors, assigns, and any other successor in interest shall indemnify and hold the City harmless from any and all damages, accidents, casualties, occurrences, claims or attorney's fees which might arise or be asserted, in whole or in part, against the City from the construction, presence, existence, or maintenance of the

stormwater control facilities subject to the Plan and this Agreement. In the event a claim is asserted against the City, its officers, agents or employees, the City shall notify the Owner, who shall defend at Owner's expense any suit or other claim. If any judgment or claims against the City shall be allowed, the Owner shall pay all costs and expenses in connection therewith. The City will not indemnify, defend or hold harmless in any fashion the Owner from any claims arising from any failure, regardless of any language in any attachment of other document that the Owner may provide.

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. The City, at Owner's expense, shall record this Agreement with the Register of Deeds of Rutherford County, Tennessee; this Agreement shall constitute a covenant running with the land, and shall be binding upon the Owner and the Owner's heirs, administrators, executors, assigns, and any other successors in interest.
10. The Owner shall have a Tennessee-licensed engineer, surveyor or landscape architect inspect the facilities and certify to the City that the constructed facilities conform substantially to the approved Plan. If the constructed condition varies significantly from the approved Plan, appropriately revised calculations shall be provided to the City and the Plan shall be amended accordingly.
11. Owner agrees that the failure to follow the provisions and requirements of the Plan may result in the revocation of previously approved credits to stormwater user fees or the imposition of such stormwater user fees or of additional stormwater user fees.
12. The Owner agrees that for any systems to be maintained by a property owners' association, deed restrictions and covenants for the subdivision or other development will include mandatory membership in the property owner's association responsible for providing maintenance of the system, will require the association to maintain the stormwater system, will prohibit termination of this covenant by unilateral action of the association, and provide for unpaid dues or assessments to constitute a lien upon the property of an owner upon recording a notice of non-payment.
13. This Agreement must be re-approved and re-executed by the City if all or a portion of the Property is subdivided or assembled with other property.
14. (If applicable) _____ ("Creditor") is the holder of a promissory note dated _____ in the total principal sum of \$ _____ secured by a Deed of Trust of record at **Record Book _____, Page _____**, Register's Office of Rutherford County, Tennessee. Creditor hereby joins herein solely for the purpose of subordinating, and does hereby subordinate, the lien of the said Deed of Trust to this **INSPECTION AND MAINTENANCE AGREEMENT FOR PRIVATE STORMWATER MANAGEMENT FACILITIES** in favor of the City; but said Deed of Trust shall not be otherwise affected hereby, and shall continue in full force and effect as before the execution and delivery hereof, subject and subordinate only to said **INSPECTION AND MAINTENANCE AGREEMENT FOR PRIVATE STORMWATER MANAGEMENT FACILITIES**.

Owner: _____ Date: _____
Signature by Individual

Owner: _____ Date: _____
Signature by Individual

_____ Date: _____
Creditor Name (if applicable)

By: _____
Signature Printed Name Title

Accepted by:

For the City of Murfreesboro
Water and Sewer Department

[NOTARY BLOCKS ON FOLLOWING PAGE]

INDIVIDUAL:

State of _____ County of _____

Personally appeared before me, the undersigned Notary Public of the state and county mentioned, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and executed this Agreement (Inspection and Maintenance Agreement for Private Stormwater Management Facilities) for the purposes contained herein.

Witness my hand and official seal at office, this _____ day of _____, of the year _____.

Notary Public: _____

My Commission Expires: _____

CREDITOR (IF APPLICABLE):

State of _____ County of _____

Before me, the undersigned authority, a Notary Public in and for said County and State mentioned, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and executed this Agreement (Inspection and Maintenance Agreement for Private Water Distribution System for Fire Protection) in _____ capacity as _____ of _____ for the purposes contained herein.

Witness my hand and official seal at office in _____, this _____ day of _____, of the year _____.

Notary Public: _____

My Commission Expires: _____

CITY:

State of _____ County of _____

Personally appeared before me, the undersigned Notary Public of the state and county mentioned, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and executed this Agreement (Inspection and Maintenance Agreement for Private Stormwater Management Facilities) on behalf of the City of Murfreesboro Water & Sewer Department for the purposes contained herein.

Witness my hand and official seal at office, this _____ day of _____, of the year _____.

Notary Public: _____

My Commission Expires: _____

Prepared by:
 David A. Ives, Assistant City Attorney
 City of Murfreesboro, Tennessee
 P.O. Box 1044
 Murfreesboro, TN 37133-1044

**INSPECTION AND MAINTENANCE AGREEMENT
 FOR PRIVATE STORMWATER MANAGEMENT FACILITIES – PARTNERSHIP**

Property Identification ("Property"):				City Use:	
Map:		Parcel No.		Land Dist. Permit No.:	
Record Book:		Page No.		MWSD File No.:	
Project Name:					
Project Address:					
Owner:					
Owner Address:					
City:		State:		Zip Code:	

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A.

This Inspection and Maintenance Agreement ("Agreement") is made this ____ day of _____, 20____, by and between _____ ("Owner", whether one or more), and the City of Murfreesboro ("City").

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 Code; 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 No. _____), 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 at the Murfreesboro Water & Sewer Department. 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:

1. The Owner shall provide adequate long term maintenance and continuation of the stormwater control measures described in the Plan, to ensure that all stormwater facilities are and remain in proper working condition. The Owner shall perform inspection and preventative maintenance activities in accord with the Plan.
2. The Owner shall maintain a copy of the Plan on site, together with a record of inspections and maintenance actions required by the Plan. The Owner shall document the times of inspections, remedial actions taken to repair, modify or reconstruct the system, the state of control measures, and notification of any planned change in responsibility for the system. The City may require that the Owner's records be submitted to the City.
3. 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.
4. The Owner hereby grants to the City the right of ingress, egress and access to enter the Property at reasonable times and in a reasonable manner for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining or repairing the facilities. The Owner hereby grants to the City the right to install and maintain equipment to monitor or test the performance of the stormwater control system for quality and quantity upon reasonable notice to Owner.
5. If the City finds that the Owner has not maintained the facilities, the City may order the Owner to make repairs or improvements to bring the facilities up to the standards set forth in the Plan. If the work is not performed within the time specified by the City, the City may enter the property and take any action necessary to maintain or repair the stormwater management facilities; 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 on the City.
6. If the City incurs expenses in maintaining the stormwater control facilities, and the Owner fails to reimburse the City for such expenses within 45 days after a written notice, the City may collect said expenses from the Owner through appropriate legal action, and the Owner shall be liable for the reasonable expenses of collection, including all court costs and attorney fees.
7. The Owner and the Owner's heirs, administrators, executors, assigns, and any other successor in interest shall indemnify and hold the City harmless from any and all damages, accidents, casualties, occurrences, claims or attorney's fees which might arise or be asserted, in whole or in part, against the City from the construction, presence, existence, or maintenance of the

stormwater control facilities subject to the Plan and this Agreement. In the event a claim is asserted against the City, its officers, agents or employees, the City shall notify the Owner, who shall defend at Owner's expense any suit or other claim. If any judgment or claims against the City shall be allowed, the Owner shall pay all costs and expenses in connection therewith. The City will not indemnify, defend or hold harmless in any fashion the Owner from any claims arising from any failure, regardless of any language in any attachment of other document that the Owner may provide.

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. The City, at Owner's expense, shall record this Agreement with the Register of Deeds of Rutherford County, Tennessee; this Agreement shall constitute a covenant running with the land, and shall be binding upon the Owner and the Owner's heirs, administrators, executors, assigns, and any other successors in interest.
10. The Owner shall have a Tennessee-licensed engineer, surveyor or landscape architect inspect the facilities and certify to the City that the constructed facilities conform substantially to the approved Plan. If the constructed condition varies significantly from the approved Plan, appropriately revised calculations shall be provided to the City and the Plan shall be amended accordingly.
11. Owner agrees that the failure to follow the provisions and requirements of the Plan may result in the revocation of previously approved credits to stormwater user fees or the imposition of such stormwater user fees or of additional stormwater user fees.
12. The Owner agrees that for any systems to be maintained by a property owner's association, deed restrictions and covenants for the subdivision or other development will include mandatory membership in the property owner's association responsible for providing maintenance of the system, will require the association to maintain the stormwater system, will prohibit termination of this covenant by unilateral action of the association, and provide for unpaid dues or assessments to constitute a lien upon the property of an owner upon recording a notice of non-payment
13. This Agreement must be re-approved and re-executed by the City if all or a portion of the Property is subdivided or assembled with other property.
14. (If applicable) _____ ("Creditor") is the holder of a promissory note dated _____ in the total principal sum of \$ _____ secured by a Deed of Trust of record at **Record Book _____, Page _____**, Register's Office of Rutherford County, Tennessee. Creditor hereby joins herein solely for the purpose of subordinating, and does hereby subordinate, the lien of the said Deed of Trust to this **INSPECTION AND MAINTENANCE AGREEMENT FOR PRIVATE STORMWATER MANAGEMENT FACILITIES** in favor of the City; but said Deed of Trust shall not be otherwise affected hereby, and shall continue in full force and effect as before the execution and delivery hereof, subject and subordinate only to said **INSPECTION AND MAINTENANCE AGREEMENT FOR PRIVATE STORMWATER MANAGEMENT FACILITIES**.

Partnership
Name:

Date:

Signature by Partner, representing a Partnership
Title: _____

Date:

Creditor Name (if applicable)

By: _____
Signature Printed Name Title

Accepted by:

For the City of Murfreesboro
Water and Sewer Department

[NOTARY BLOCKS ON FOLLOWING PAGE]

PARTNERSHIP:

State of _____ County of _____

Personally appeared before me, the undersigned Notary Public of the state and county mentioned, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and executed this Agreement (Inspection and Maintenance Agreement for Private Stormwater Management Facilities) as a partner of _____ for the purposes contained herein.

Witness my hand and official seal at office in _____, this _____ day of _____, of the year _____.

Notary Public: _____

My Commission Expires: _____

CREDITOR (IF APPLICABLE):

State of _____ County of _____

Before me, the undersigned authority, a Notary Public in and for said County and State mentioned, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and executed this Agreement (Inspection and Maintenance Agreement for Private Water Distribution System for Fire Protection) in _____ capacity as _____ of _____ for the purposes contained herein.

Witness my hand and official seal at office in _____, this _____ day of _____, of the year _____.

Notary Public: _____

My Commission Expires: _____

CITY:

State of _____ County of _____

Personally appeared before me, the undersigned Notary Public of the state and county mentioned, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and executed this Agreement (Inspection and Maintenance Agreement for Private Stormwater Management Facilities) on behalf of the City of Murfreesboro Water & Sewer Department for the purposes contained herein.

Witness my hand and official seal at office in _____, this _____ day of _____, of the year _____.

Notary Public: _____

My Commission Expires: _____

Prepared by:
 David A. Ives, Assistant City Attorney
 City of Murfreesboro, Tennessee
 P.O. Box 1044
 Murfreesboro, TN 37133-1044

**INSPECTION AND MAINTENANCE AGREEMENT
 FOR PRIVATE STORMWATER MANAGEMENT FACILITIES –CORPORATE AND LLC**

Property Identification ("Property"):				City Use:	
Map:		Parcel No.		Land Dist. Permit No.:	
Record Book:		Page No.		MWSD File No.:	
Project Name:					
Project Address:					
Owner:					
Owner Address:					
City:		State:		Zip Code:	

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A.

This Inspection and Maintenance Agreement ("Agreement") is made this ____ day of _____, 20____, by and between _____ ("Owner", whether one or more), and the City of Murfreesboro ("City").

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 Code; 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 No. _____), 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 at the Murfreesboro Water & Sewer Department. 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:

1. The Owner shall provide adequate long term maintenance and continuation of the stormwater control measures described in the Plan, to ensure that all stormwater facilities are and remain in proper working condition. The Owner shall perform inspection and preventative maintenance activities in accord with the Plan.
2. The Owner shall maintain a copy of the Plan on site, together with a record of inspections and maintenance actions required by the Plan. The Owner shall document the times of inspections, remedial actions taken to repair, modify or reconstruct the system, the state of control measures, and notification of any planned change in responsibility for the system. The City may require that the Owner's records be submitted to the City.
3. 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.
4. The Owner hereby grants to the City the right of ingress, egress and access to enter the Property at reasonable times and in a reasonable manner for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining or repairing the facilities. The Owner hereby grants to the City the right to install and maintain equipment to monitor or test the performance of the stormwater control system for quality and quantity upon reasonable notice to Owner.
5. If the City finds that the Owner has not maintained the facilities, the City may order the Owner to make repairs or improvements to bring the facilities up to the standards set forth in the Plan. If the work is not performed within the time specified by the City, the City may enter the property and take any action necessary to maintain or repair the stormwater management facilities; 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 on the City.
6. If the City incurs expenses in maintaining the stormwater control facilities, and the Owner fails to reimburse the City for such expenses within 45 days after a written notice, the City may collect said expenses from the Owner through appropriate legal action, and the Owner shall be liable for the reasonable expenses of collection, including all court costs and attorney fees.
7. The Owner and the Owner's heirs, administrators, executors, assigns, and any other successor in interest shall indemnify and hold the City harmless from any and all damages, accidents, casualties, occurrences, claims or attorney's fees which might arise or be asserted, in whole or in part, against the City from the construction, presence, existence, or maintenance of the

stormwater control facilities subject to the Plan and this Agreement. In the event a claim is asserted against the City, its officers, agents or employees, the City shall notify the Owner, who shall defend at Owner's expense any suit or other claim. If any judgment or claims against the City shall be allowed, the Owner shall pay all costs and expenses in connection therewith. The City will not indemnify, defend or hold harmless in any fashion the Owner from any claims arising from any failure, regardless of any language in any attachment of other document that the Owner may provide.

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. The City, at Owner's expense, shall record this Agreement with the Register of Deeds of Rutherford County, Tennessee; this Agreement shall constitute a covenant running with the land, and shall be binding upon the Owner and the Owner's heirs, administrators, executors, assigns, and any other successors in interest.
10. The Owner shall have a Tennessee-licensed engineer, surveyor or landscape architect inspect the facilities and certify to the City that the constructed facilities conform substantially to the approved Plan. If the constructed condition varies significantly from the approved Plan, appropriately revised calculations shall be provided to the City and the Plan shall be amended accordingly.
11. Owner agrees that the failure to follow the provisions and requirements of the Plan may result in the revocation of previously approved credits to stormwater user fees or the imposition of such stormwater user fees or of additional stormwater user fees.
12. The Owner agrees that for any systems to be maintained by a property owner's association, deed restrictions and covenants for the subdivision or other development will include mandatory membership in the property owner's association responsible for providing maintenance of the system, will require the association to maintain the stormwater systems, will prohibit termination of this covenant by unilateral action of the association, and provide for unpaid dues or assessments to constitute a lien upon the property of an owner upon recording a notice of non-payment.
13. This Agreement must be re-approved and re-executed by the City if all or a portion of the Property is subdivided or assembled with other property.
14. (If applicable) _____ ("Creditor") is the holder of a promissory note dated _____ in the total principal sum of \$ _____ secured by a Deed of Trust of record at **Record Book _____, Page _____**, Register's Office of Rutherford County, Tennessee. Creditor hereby joins herein solely for the purpose of subordinating, and does hereby subordinate, the lien of the said Deed of Trust to this **INSPECTION AND MAINTENANCE AGREEMENT FOR PRIVATE STORMWATER MANAGEMENT FACILITIES** in favor of the City; but said Deed of Trust shall not be otherwise affected hereby, and shall continue in full force and effect as before the execution and delivery hereof, subject and subordinate only to said **INSPECTION AND MAINTENANCE AGREEMENT FOR PRIVATE STORMWATER MANAGEMENT FACILITIES**.

Entity Name: _____ Date: _____
Signature by Officer of Corporation or Manager of LLC
Title: _____

_____ Date: _____
Creditor Name (if applicable)

By: _____
Signature Printed Name Title

Accepted by:

For the City of Murfreesboro
Water and Sewer Department

[NOTARY BLOCKS ON FOLLOWING PAGE]

CORPORATE:

State of _____ County of _____

Personally appeared before me, the undersigned Notary Public of the state and county mentioned, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and executed this Agreement (Inspection and Maintenance Agreement for Private Stormwater Management Facilities) as the _____ of _____, for the purposes contained herein.

Witness my hand and official seal at office in _____, this _____ day of _____, of the year _____.

Notary Public: _____

My Commission Expires: _____

CREDITOR (IF APPLICABLE):

State of _____ County of _____

Before me, the undersigned authority, a Notary Public in and for said County and State mentioned, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and executed this Agreement (Inspection and Maintenance Agreement for Private Water Distribution System for Fire Protection) in _____ capacity as _____ of _____ for the purposes contained herein.

Witness my hand and official seal at office in _____, this _____ day of _____, of the year _____.

Notary Public: _____

My Commission Expires: _____

CITY:

State of _____ County of _____

Personally appeared before me, the undersigned Notary Public of the state and county mentioned, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and executed this Agreement (Inspection and Maintenance Agreement for Private Stormwater Management Facilities) on behalf of the City of Murfreesboro Water & Sewer Department for the purposes contained herein.

Witness my hand and official seal at office in _____, this _____ day of _____, of the year _____.

Notary Public: _____

My Commission Expires: _____