



# Montgomery County, Tennessee

## INSPECTION & MAINTENANCE AGREEMENT

Plan Name: Permit No.

Map: Group: Parcel:

Deed Book Volume: Page No.:

Project Address:

Landowner(s):

Landowner's Address:

City: Clarksville State: TN Zip Code:

### WITNESSETH

WHEREAS, Montgomery County, Tennessee ("the County") 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 County has adopted stormwater quality regulations as required and such regulations are contained in the County Stormwater Management Resolution; and

WHEREAS, Resolution No. 24-2-2 was adopted February 12, 2024 by the Montgomery County Commission, and under said resolution the Building Commissioner shall have the authority to inspect private drainage systems within the County, and to order such corrective actions to said private storm water drainage systems as are necessary to maintain properly the drainage systems within the County; and

WHEREAS, under said resolution it is provided that private storm water drainage systems must be maintained by the property Landowner, and a maintenance agreement must be executed before the development plan is approved; and

WHEREAS, the Landowner is the owner of certain real property identified above; and

WHEREAS, the Landowner is proceeding to build on and develop the property; and

WHEREAS, Site/Subdivision Plan \_\_\_\_\_, prepared by \_\_\_\_\_ dated \_\_\_\_\_, on file at the Montgomery County Building and Codes Department (hereinafter called the "Plan"), which is expressly made a part hereof, as approved or to be approved by the Montgomery County Building and Codes Department, provides for the construction of storm water drainage systems; and

WHEREAS, the County and the Landowner agree that the health, safety, and general welfare of the residents of Montgomery County require that storm water drainage systems be constructed and maintained on the property; and

WHEREAS, the County requires that stormwater drainage systems as shown on the Plan be constructed and adequately maintained by the Landowners;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The stormwater control measures and stormwater drainage systems shall be constructed by the Landowner in accordance with the plans and specifications in the Plan.
2. The Landowner 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 acceptable to the County. The Landowner shall perform inspection and preventative maintenance activities in accord with the Plan and the County's NPDES Permit and Stormwater Regulations and policies. The minimum maintenance and repair needs include but are not limited to: the removal of silt, litter and other debris, the cutting of grass, cutting and vegetation removal, and the replacement of landscape vegetation, in detention and retention basins, and inlets and drainage pipes and any other stormwater facilities.
3. The Landowner shall maintain a record of inspections and maintenance actions required by the Plan. The Landowner 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 County may require that the Landowner's records be submitted to the County.
4. If it is later determined that the County's NPDES permit clearly directs Landowners or the County to manage stormwater treatment systems differently than specified in the Plan, the direction of the NPDES permit shall override the provisions of the Plan.
5. The Landowner hereby grants to the County the right of ingress, egress and access to enter the Property for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining or repairing the facilities. The Landowner hereby grants to the County 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 Landowner.
6. If the Landowner fails to maintain or repair the stormwater control measures as required by the Montgomery County Stormwater Regulations and Policies within the prescribed schedule set by the County, the County shall perform the maintenance and repair at its expense.
7. In the event the County, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, or materials, the Landowner shall reimburse the County on demand, within a time frame specified by the County for all costs incurred, including reasonable administrative costs and attorney's fees in the event that an action to collect such costs must be instituted. If the landowner fails to reimburse the County for the cost of maintenance or repair, the County's cost of performing the maintenance shall be a lien against the property.

8. The Landowner and the Landowner's heirs, administrators, executors, assigns, and any other successor in interest shall indemnify and hold the County 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 County 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 County, its officers, agents or employees, the County shall notify the Landowner, who shall defend at Landowner's expense any suit or other claim. If any judgment or claims against the County shall be allowed, the Landowner shall pay all costs and expenses in connection therewith. The County will not indemnify, defend or hold harmless in any fashion the Landowner from any claims arising from any failure, regardless of any language in any attachment of other document that the Landowner may provide.
9. 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.
10. The Landowner shall have the facilities inspected in accordance with the County's stormwater resolution and adopted policies, and certify to the County 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 as determined by the County, appropriately revised calculations shall be provided to the County and the Plan shall be amended accordingly.
11. Landowner 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 Landowner agrees that for any systems to be maintained by a property Landowner's association, deed restrictions and covenants for the subdivision or other development will include mandatory membership in the Landowner's association. Landowner'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 a Landowner upon recording a notice of non-payment.
13. This Agreement shall be recorded among the land records of Montgomery County, Tennessee, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs, and any other successors in interest.

WITNESS the following signatures and seals:

By \_\_\_\_\_  
Landowner or Authorized Agent  
  
\_\_\_\_\_  
Name (Print)

By \_\_\_\_\_  
Building and Codes Department  
John H Doss  
Montgomery County  
Stormwater Coordinator

STATE OF TENNESSEE            )  
COUNTY OF MONTGOMERY    )

\_\_\_\_\_ personally  
appeared before me, a States of Tennessee Notary Public for the said state and county and affirmed the  
information and executed the instrument here in above for the purposes contained therein.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Prepared by: \_\_\_\_\_  
**John H Doss**  
**Montgomery County Stormwater Department**  
**350 Pageant Lane, Suite 309**  
**Clarksville, TN 37040**

## STORMWATER SCM MAINTENANCE GUIDELINES

The required maintenance interval for stormwater control measures (SCMs) are often dependent upon the degree of pollutant loading from a particular drainage basin. SCM maintenance can best be broken into three categories: **inspection, routine maintenance, and major maintenance.**

Though each SCM type has its own unique characteristics, **inspections** will generally consist of an assessment to assure its functionality and the general condition.

**Routine maintenance** will generally consist of trash and vegetation removal, unclogging of drains, minor sediment removal and exchange of filter media where applicable.

**Major maintenance** will be completed as required from inspections and generally consists of *significant reconstruction due to failures* in the SCM. Examples of major maintenance include dredging, excavation, removal of existing media, replacing fabric, replacing the under-drain, and reestablishment of vegetation.

The following schedule is offered as a guideline for performing *inspection and routine maintenance* for a range of SCM categories.

SCM	Inspection Frequency	Routine Maintenance Frequency
<b>Inspection Frequency key:</b> A = Annual; M=Monthly; S=After Major Storms; Q=Quarterly; SA=Semi Annually		
Bio-retention Systems	A, S	2 x /year
Cartridge or Module Media Filtration Structures	SA	1 – 2 x /year
Catch Basin Inserts (long term)	Q	3 – 4 x /year
Dry Pond	M	3 – 4 x /year
Dry Wells	A	1 x /year
Filter Strips or Swales	M	2 – 3 x /year
Green Roofs	SA; S	2 – 3 x /year
Hydrodynamic or Gravity Separators	SA	1 – 2 x /year
Infiltration Trenches	A; S	2 – 3 x /year
Permeable Pavement	A	2 – 3 x /year
Rainwater Gardens	SA; S	2 – 3 x /year
Rainwater Harvesting	SA; S	2 – 3 x /year
Sand Filter	Q first year; SA after	1 – 2 x / year
Trash & Debris Screens	SA; S	2 – 3 x /year
Underground Storage Facilities	SA	1 x /year
Wetlands	SA	2 x /year
Wet Pond	Q	2 – 3 x /year
Headwalls	A	1x/ year
Injection Well	Q	3 – 4 x /year

All SCMs must be inspected and certified by a licensed engineer, landscape architect, or other qualified professional familiar with applicable SCM design and maintenance requirements every 5 years. Questions about SCM maintenance and repair can be directed to the Office of the Stormwater Coordinator.

For more information and inspection sheets go to: <https://mcgtn.org/stormwater/best-practices> and review the **Citizens Guide for Maintenance of Stormwater Control Measures.**