



Homeowner's Agreement

Eligibility Requirements

To be eligible for assistance you must be:

- The owner of the home that is receiving a water quality device, **and**
 - A resident of Chattanooga, **and**
 - Have City and County property taxes/ Water Quality Fee paid through the current year.
-

Applicant Information

Property Owner Name:

Property Address:

City/State/Zip:

Owner Date of Birth:

Email:

Primary Phone Number:

Secondary Phone Number:

Return Completed Application and Supporting Documents/Copies to:

City of Chattanooga
Water Quality Program
Attn: RainSmart Representative
1250 Market Street, Suite 2100
Chattanooga, Tennessee 37402

General RainSmart Contact Info:
Telephone: (423) 643-5877
Email: chattanoogawq@chattanooga.gov



City of Chattanooga Water Quality Program

Hold Harmless Agreement

Homeowner Participation in RainSmart Program

All named property owner(s) of record (Mr. /Mrs. /Ms.)

hereinafter called “Owner(s)”, do hereby release, protect, indemnify, and hold harmless the City of Chattanooga, from any damage, liability, and expense for all injuries or damage to property directly or indirectly arising or growing out of the performance the City’s awarded contractor.

The owner(s) do grant the City of Chattanooga, a municipal corporation, hereinafter called “City”, and its officers, agents and employees, the right to enter the premises at:

(Property Address)

for the purpose of performing certain work located on the Owner(s) property: *to perform a site audit (to assess site and identify potential projects), and to perform construction and post-construction inspections.*

The Owner(s), by executing this agreement, is (are) not dedicating said property for public use by the City, nor shall this agreement affect the Owner(s) rights or duties in regard thereto in any manner. The City, in executing this agreement and performing the work, is not accepting the dedication thereof as a public facility nor assuming any future right or duty to maintain same unless such right or duty existed prior to the execution hereof. This agreement is not intended to affect or interfere in any manner with pre-existing rights or duties of the Owner(s), the City, or any third person in regard to the facility but is intended to grant a license to the City to enter upon the land and perform the work.

The Owner(s), do further agree to the terms and conditions as specified in the following **RainSmart Policy and Procedures** included in this document.



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RainSmart Policy and Procedures

- I. **Purpose:** The purpose of this Agreement is to encourage the construction of a Project to reduce the quantity, and improve the quality of municipal stormwater managed by the City.
- II. **Construction of the Project.** By signing this Agreement, the Homeowner verifies his/her/their intent to construct the Project according to the design specifications set forth in **Exhibit A**, Project Design.
- III. **Right of Entry.** Homeowner grants City permission to enter onto the Property at reasonable times to be arranged in advance by mutual agreement to (i) evaluate whether the Property is an appropriate site for receiving a reimbursement for a Project; (ii) perform inspections as set forth in Section IV. below; and (iii) monitor and evaluate the maintenance and performance of the Project.
- IV. **Inspections.** The purpose of the inspection(s) is to verify that the Project was constructed in accordance with **Exhibit A**.
 - a. Construction Inspections. For Rain Gardens or other bioretention practices, an inspection during construction will be required. The WQ Rep shall conduct an inspection of the Project before amended soils are added to the bioretention basin.
 - b. Post Construction Inspections. The WQ Rep shall conduct an inspection of the Project within thirty (30) calendar days after construction has been completed.
 - c. **Hold Harmless and Indemnification Agreement.** The Homeowner assumes the risk and agrees to indemnify the City and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property (collectively, "Claims") brought by any person, which arise from, or are in any way related to the construction, construction methods including without limitation over-compacting soils, materials used, quality of workmanship, design, and operation and performance of the Project on the Property. Such Claims shall also include, Claims for non-payment of labor and materials. Homeowner further agrees to defend, pay all costs of defense, including reasonable attorney's fees, and/or any judgment or cost for any claim or suit brought against City. This indemnification of City shall survive the expiration or sooner termination of this Agreement.
 - d. **Not Flood Control.** The Project is designed and intended to capture runoff in order to treat and/or infiltrate it, for the benefit of water quality. The Project is not a flood control



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device and is not designed to control or prevent flooding. Projects do not protect property from destructive storm events.

- e. **Property Tax and Water Quality Fee.** The Homeowner is not eligible for this program unless up to date on payment of property tax and water quality fee. The RainSmart Representative shall check that payment has been made and verify that below.
- f. **Maintenance.** By signing this Agreement, the Homeowner ensures that he/she/they will maintain and keep the installed Project in good working order for a minimum of five (5) years according to the guidelines of the City’s Rain Management Guide (RMG) document, per the City’s website.
- g. **Property Alterations/Improvements.** The Homeowner shall notify City prior to making any planned alterations to the Property that may affect the performance of the Project.
- h. **Notice to Sell Property.** The Homeowner shall notify the City (using the contact information provided) within thirty (30) calendar days of listing the Property for sale. The Homeowner shall disclose this Agreement in writing to the buyer of the Property and their real estate agent.
- i. **Third Party Beneficiaries.** This Agreement shall be for the sole benefit of the Parties, and nothing contained in this Agreement shall create a contractual relationship with, or create a cause of action in favor of, a third party against the City.
- j. **Entire Agreement.** This Agreement, together with its exhibits, contains the entire understanding between the Parties, and all previous or contemporaneous representations, promises or conditions that may exist related to the subject matter of this Agreement are hereby superseded.
- k. **Site Access, Photographs, and Photograph Use.** The Homeowner grants the City permission to conduct site inspections of the Project at times that are mutually acceptable to the Homeowner and the City, after notifying the Homeowner no less than ten (10) days in advance, by the contact information given below. Additionally, the Homeowner grants the City the right to obtain photographs of the Project and to use those photographs for internal program improvement and research purposes as well as external promotional purposes.
- l. **Governing Law.** This Agreement shall be governed by the laws of the State of Tennessee.

V. Contractors. Any contractor hired by the Homeowner to construct the Water Quality Device shall maintain a current business



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license and be licensed to do business in the State of Tennessee. The contractor shall have experience with rain garden or other water quality device construction. The Homeowner, by signing below, confirms the understanding that contractors shall not be given compensation above and beyond the typical range of fees associated with residential construction work in the region, and the Homeowner is not taking advantage of the RainSmart Program to unfairly reward contractors. Range considered typical shall be published in Exhibit B, Rebate-Eligible Costs. Of the total reimbursement given, no more than \$1,000 shall be given for contractor labor.

VI. Reimbursement. The City shall reimburse the Homeowner up to a maximum of \$1,000 towards the “rebate-eligible costs” (**Exhibit B**) that the Homeowner incurs to construct the Water Quality Device on the Property, subject to the conditions for payment set forth below:

a. The City reserves the right to adjust the maximum reimbursement cap according to financial constraints and/or identified priorities within the Water Quality budget. The maximum cap will not change for any given Water Quality Device project once the Homeowner and City have signed the Agreement, however.

b. **Reimbursement Amount.** Reimbursement for rebate-eligible costs will be awarded based on the impervious and pervious area draining to the Water Quality Device, according to the City’s allotted amount, published by the RainSmart program (**Exhibit C**). Dollars paid per square feet of drainage area are subject to change, and will be published on the City’s RainSmart website. At the date of this Agreement, the City agrees to pay \$5.00 dollars per square foot for construction, and \$1.25 dollars per square foot for materials to be used in the construction of the Water Quality Device.

c. **“Rebate Request Form” and Payment.** The reimbursement shall be paid only after the Homeowner has (i) submitted documents as described in the “Rebate Request Form” (**Exhibit D**) including all receipts and additional documentation, and the City has: (ii) completed necessary inspections and completed inspection forms and reviewed the Rebate Request Form and found it meets all requirements.



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The Rebate Request Form shall be submitted by the Homeowner within sixty (60) calendar days after receiving a final inspection by the City approving the installed Water Quality Device at the Property.

d. **“Rebate-eligible Costs”** means the necessary and reasonable costs the Homeowner incurs for labor and materials to construct the Water Quality Device in accordance with **Exhibit B**, not to exceed the maximum rebate amount above.

A cost is considered reasonable if it is within the price range typically paid in Chattanooga for labor and materials on similar-type projects. Labor contributed and/or donated by the Homeowner to construct the Water Quality Device is not a rebate-eligible cost under this Agreement. The City shall, in its sole and reviewable discretion, determine whether a cost submitted by the Homeowner is rebate-eligible. *Undocumented costs are not rebate-eligible.*



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Exhibit A: Design Document

(If using a Landscaper, please give them this page to fill out, if installing project yourself, complete)

Homeowners applying for reimbursement for the construction of a Project through the RainSmart program must submit the design details identified below. The reimbursement described in the Agreement will only be given to the Homeowner on the condition that the Project is built according to the submitted design documents. In order to verify that the Device is built accordingly, the WQ Rep will inspect the site twice – once during construction, and once after construction.

Design Document Required Components

1. **Existing Soil Conditions**, showing results of Homeowner’s Quick Percolation Test and Soil Types
2. **Diagram of Property**, showing major structures (house, shed, driveway, etc.), pervious and impervious drainage areas (mark area in square feet), downspouts or other water conveyances, and the location of the Project. For any areas draining to the Project, mark distances, in feet.
3. **Diagram of Water Quality Device – Planometric View**, showing size in square feet, input, overflow, etc.
4. **Diagram of Water Quality Device – Section View**, showing ponding depth in inches, amended soil depth in inches, berm and overflow height in inches.
5. **Planting Plan**, showing all plants to be installed, including plant species. Include any existing trees that cast shade on the area.

*The Homeowner may be asked to include additional information as it pertains to the functioning of the Water Quality Device.

Percolation test results:

For the area where you plan to build your rain garden, dig a hole 18’’ deep and fill it with water. Once it has drained, fill it a second time with roughly a foot of water. Record the times filled, and the total amount of time the hole took to drain on both occasions in the table below.

	Time Filled	Time Drained	Total Drain Time
First Fill			
Second Fill			



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Exhibit B: List of Rebate-Eligible Costs

Rebate-eligible costs means the necessary and reasonable costs the Homeowner incurs for labor and materials to construct the Water Quality Device.

A cost is considered reasonable if it is within the price range typically paid in Chattanooga for labor and materials on similar-type projects.

Labor contributed and/or donated by the Homeowner to construct the Water Quality Device is not a rebate-eligible cost under this Agreement.

The following items are *examples* of “rebate-eligible costs.” They are items necessary to the construction of a rain garden or rain barrel. Other items which may only serve as decorative or non-functional additions do not qualify. The City shall, in its sole and reviewable discretion, determine whether a cost submitted by the Homeowner is rebate-eligible. *Undocumented costs are not rebate-eligible.*

Labor:

- Construction

In accordance with “Exhibit C,” reimbursement for construction will be \$5.00 dollars per square foot of rain garden for construction.

Materials:

- Conveyance piping/Connectors (does NOT include gutters)
- Rain Barrels and/or Cisterns/Connectors/Hardware for rain barrels
- Plants, Trees, Shrubs etc.
- Soil
- Mulch
- Gravel/rock
- Compost
- Sand

In accordance with “Exhibit C,” reimbursement for materials will be \$1.25 dollars per square foot of rain garden for materials.



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Exhibit C: Method of Calculating Rebate

***The homeowner will only be reimbursed for rebate eligible costs which have receipts**

The effective reimbursement for the Homeowner depends on three criteria:

- a. The maximum dollar amount offered by the City per project (“cap”).
- b. The maximum potential reimbursement for a specific Water Quality Device based on the drainage area of that device.
- c. The total amount incurred as proven through receipts submitted in the rebate request packet.

1. **Maximum Cap:** The City shall reimburse the Homeowner up to a maximum of \$1,000 towards the “rebate-eligible costs” (Exhibit B”) that the Homeowner incurs to construct the Water Quality Device on the Property.
2. **Drainage Area Value:** The City will pay the following amount per square foot of rain garden:

\$5.00 per square foot of constructed pervious area (rain garden)

\$1.25 for materials per square foot of constructed pervious area (rain garden)

\$25.00 per 55 gallon rain barrel equivalent

3. **Receipts:** The effective reimbursement amount will be no greater than the sum of incurred costs as proven by receipts submitted as part of the Rebate Request Packet, “Exhibit D.”



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HOMEOWNER SIGNATURE(S)

I, (the owner(s)) do acknowledge that I (we) have received and understand the terms and restrictions associated with RainSmart Rebate/Workshop Project details as included in this Homeowner's Agreement.

Homeowner 1 Name: _____

_____ Date: _____
Homeowner Signature

Homeowner 2 Name: _____

_____ Date: _____
Homeowner Signature

CITY OF CHATTANOOGA

Prepared By: _____ Date: _____
RainSmart Representative's Name

Is the Homeowner up to date on payment of his/her property tax and water quality fee? Yes__ No__ (Initial)