

**LONG-TERM OPERATION AND MAINTENANCE AGREEMENT**

File No.: \_\_\_\_\_ Parcel Number: \_\_\_\_\_

As accepted through SWQMP No.: \_\_\_\_\_

Project Name: \_\_\_\_\_

Primary function or description of activities to be executed at the site:

\_\_\_\_\_  
\_\_\_\_\_

THIS AGREEMENT, made and entered on this \_\_\_\_ day, of the month \_\_\_\_\_, of the year \_\_\_\_\_ by and between \_\_\_\_\_ ("OWNER") and Floyd County, Indiana, acting by and through its duly authorized representative.

WITNESS, that

WHEREAS, Floyd County Ordinance establishes requirements for stormwater quality best management practices and a Stormwater Quality Management Permit (SWQMP) to manage the quality of stormwater discharged from areas of urban development and redevelopment; and

WHEREAS, under said Ordinance Floyd County shall have the authority to inspect private systems within Floyd County and to order such corrective actions to said private stormwater management systems as are necessary to maintain properly the stormwater management systems within Floyd County; and

WHEREAS, under said Ordinance it is provided that Stormwater Quality Best Management Practices (BMPs) not owned municipally must be maintained by the property owner according to the terms of Long-Term Operation and Maintenance Agreement, that must be implemented before a SWQMP is approved; and

WHEREAS, Floyd County has adopted and approved technical guidelines relating to stormwater BMPs in Floyd County; and

WHEREAS, the OWNER is the legal title-holder of certain real property commonly known as, and more particularly described by, an instrument recorded in the office of the Recorder of Floyd County, in Deed number \_\_\_\_\_, or as Instrument number \_\_\_\_\_ (herein after called the "Property"); and



WHEREAS, OWNER is proceeding to build on, develop, or redevelop the property; and

WHEREAS, the Stormwater Pollution Prevention Plan (SWPPP) and Long-Term Operation and Maintenance Plan, certified by \_\_\_\_\_, a licensed Professional Engineer, dated this day of \_\_\_\_\_ 20\_\_\_\_, is on file in Floyd County; is expressly made a part hereof; and as approved or to be approved by Floyd County, provides for stormwater quality management within the confines of the property; and

WHEREAS, Floyd County and the OWNER agree that the health, safety, and general welfare of the residents of Floyd County require that on-site stormwater quality BMPs be constructed, operated, and maintained on the property; and

WHEREAS, Floyd County requires that onsite stormwater facilities in accordance with the Stormwater Pollution Prevention Plan (SWPPP) and Long-Term Operation and Maintenance Plan be adequately constructed and installed, operated, and maintained by the OWNER; and

WHEREAS, an approved Stormwater Pollution Prevention Plan and Long-Term Operation and Maintenance Plan will adequately illustrate the location type and extent of stormwater quality BMPs, minimum inspection procedures and schedule, minimum operation procedures and schedule, and anticipated minimum maintenance activities including when and how to remove accumulated/collected/filtered/amassed/grown excess vegetation, sediment, debris, trash, pollutant and/or forms of pollution from the stormwater quality best management practices.

NOW, THEREFORE,

In consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties agree as follows:

1. The on-site stormwater quality BMPs shall be constructed by the OWNER in accordance with the SWPPP and Long-Term Operation and Maintenance Plan.
2. The OWNER shall operate and maintain the stormwater quality BMPs as directed by the Long-Term Operation and Maintenance Plan in good working order acceptable to Floyd County.
3. The OWNER agrees that inspections will be performed by a Qualified Professional.
4. The OWNER agrees that inspections will be documented and include the following information:
  - a. A description of the current operational or functional status of the stormwater quality BMPs. For structures that accumulate sediment, trash, debris, or other pollutant or form of pollution, an indication of used and remaining capacity (fraction, percentage, depth or volume) shall be given to identify when the BMP must be cleaned out.
  - b. Identification of any necessary repairs, sediment/debris removal or replacement of all or portions of the stormwater system(s).
  - c. The results of any field or laboratory analyses performed.



- d. Other relevant or unusual observations related to the system(s).
  - e. Action plan to prevent premature stormwater system failure as consistent with the Long-Term Operation and Maintenance Agreement(s) provisions.
  - f. Action plan to prevent the premature system failure that exceeds the Long-Term Operation and Maintenance Agreement(s) provisions, but are necessary to prevent stormwater pollution from leaving the site.
5. The OWNER hereby grants permission to Floyd County, its authorized agents and employees, the right to enter the property to inspect the stormwater quality best management practices whenever it deems necessary. Whenever possible, Floyd County shall notify the OWNER prior to entering the property.
  6. In the event the OWNER fails to maintain stormwater quality best management practices in accordance with the SWPPP and Long-Term Operation and Maintenance Plan in good working order acceptable to Floyd County, Floyd County may enter the property and take whatever steps it deems necessary to repair or maintain said stormwater quality best management practices. This provision shall not be construed to allow Floyd County to erect any structure of a permanent nature on the land of the OWNER without first obtaining written approval of the OWNER. It is expressly understood and agreed that Floyd County 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 Floyd County.
  7. In the event Floyd 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, materials, and the like, the OWNER shall reimburse Floyd County upon demand, within ninety (90) days of receipt thereof, for all costs incurred by Floyd County hereunder. In the event the OWNER shall fail to reimburse Floyd County within said ninety (90) days, Floyd County may institute such legal measures as are deemed necessary to insure compliance with this agreement and to recover all sums expended hereunder, to include costs' and reasonable attorney fees.
  8. It is the intent of this Agreement to guarantee the proper maintenance of onsite stormwater quality best management practices by the OWNER; provided, however, that this Agreement shall not be deemed to create or affect any additional liability of the OWNER for damages alleged to have resulted from or been caused by stormwater management practices.
  9. The OWNER, its executors, administrators, assigns, and any other successors in interest, shall indemnify and hold Floyd County and its agents and employees harmless for any and all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against Floyd County from the construction, presence, existence, operation or maintenance of the stormwater quality best management practices by the OWNER or Floyd County.
  10. In the event a claim is asserted against Floyd County, its agents or employees for the construction, presence, existence, operation, or maintenance of the stormwater quality BMP by the OWNER, Floyd County shall notify the OWNER, and the OWNER shall defend at its own expense any suit based on such claim. If any judgment or claims against Floyd County, its agents or employees shall



be allowed, the OWNER shall pay all costs and expenses in connection therewith.

11. This Agreement, as attached by the SWPPP and Long-Term Operation and Maintenance Plan, shall be recorded among the land records of Floyd County, and shall constitute a covenant running with the land, and shall be binding on the OWNER, its administrators, executors, assigns, heirs, and any other successor in interest. The name and mailing address of the OWNER shall be noted on the plat as well.

WITNESS the following signatures and seals:

Floyd County, Indiana

OWNER

By: \_\_\_\_\_

Owner Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Stormwater Board President

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

WITNESS my hand and seal this \_\_\_\_\_ day

Instrument prepared by:

of \_\_\_\_\_

\_\_\_\_\_

Notary Public

My Commission Expires:

Printed Name

\_\_\_\_\_

Resident of \_\_\_\_\_ County,

Floyd County  
Stormwater Ordinance  
218-0528-0SW



Appendix  
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) SS:

COUNTY OF \_\_\_\_\_)

Before the undersigned a Notary Public, in and for said County and State, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally came the above-named Board of Commissioners of Floyd County, Indiana, and acknowledged the execution of the foregoing Ordinance.

In Witness Whereof, I have hereunto subscribed my name and Notarial Seal.

County of Residence:

Floyd

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

\_\_\_\_\_  
Printed

My Commission Expires:

\_\_\_\_\_

I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

BY: \_\_\_\_\_

PREPARED BY: RICHARD R. FOX, ATTORNEY AT LAW, 409 BANK STREET,  
NEW ALBANY, IN 47150

Floyd County  
Stormwater Ordinance  
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Appendix  
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