



MS4 For Developers

Auburn is an MS4 permitted community. This means because of the population and urbanization of the city; Auburn must protect the waters of the United States from stormwater and snowmelt runoff pollution. This is accomplished by implementing minimum control measures to ensure runoff water has zero to little impact on the receiving waterbodies.

You will find information for the Construction Stormwater General Permit (CSGP) on the IDEM Construction/Land Disturbance Permitting web page at:

[IDEM Permitting Website](#)

The CSGP is a performance-based regulation designed to reduce pollutants associated with construction and/or land-disturbing activities.

On IDEM's website you will find guidance on the requirements to apply for and submit the application/Notice of Intent (NOI) to obtain permit coverage under the CSGP.

****IMPORTANT** A Stormwater BMP Technical Manuel and Stormwater Management BMPs Maintenance Agreement shall be recorded in the Office of the Recorder prior to issuance of building permits for the development.**

For further information you can contact Drew Wallace, City of Auburn MS4 Program Coordinator at dewallace@ci.auburn.in.us or 260-235-0746.

Stormwater Management BMPs Maintenance Agreement

THIS AGREEMENT is made this _____ day of _____, 20____, by _____ **[Owner Name]** of _____ **[Company Name]** with principal offices located _____ **[Owner/Company Address]**, hereinafter "Owner".

Per the City of Auburn Stormwater Runoff Control and Post Construction Stormwater Ordinances and Technical Standards, the Owner agrees to install and maintain stormwater management practice(s) (also known as BMPs) on the subject property, known as _____ **[Property's Common Name]** located at _____ **[Property's Address]**, hereinafter "Property" in accordance with Exhibit A. The Owner further agrees to the terms stated in this document to ensure that the stormwater management practice(s) continues serving the intended function in perpetuity. This Agreement includes the following exhibit:

Exhibit A: BMP Operation and Maintenance Manual ("Manual").

Note: This agreement and all Exhibits shall be recorded with the deed of property by the Owner at the Dekalb County Recorder's Office and two (2) copies of the recorded document provided to the City of Auburn's Planning & Zoning Department, hereinafter "Community".

Through this Agreement, the Owner hereby subjects the Property to the following covenants, conditions, and restrictions:

1. The Owner shall be solely responsible for the installation, maintenance, and repair of the stormwater management practices, drainage easements, and associated landscaping identified in the Manual.
2. No alterations or changes to the stormwater management practice(s) identified in the Manual shall be permitted unless they are deemed to comply with this Agreement and are approved in writing by the Community.
3. The Owner shall retain the services of a qualified individual or company to operate and ensure the maintenance of the stormwater management practice(s) identified in the Manual.
4. The Owner shall annually, by December 30th, provide to the Community records of inspections, maintenance, and repair of the stormwater management practices in accordance with the Manual.
5. The Community or its designee is authorized to access the property as necessary to conduct inspections of the stormwater management practices or drainage easements to ascertain compliance with the intent of this Agreement and the activities prescribed in the Manual. Upon written notification by the Community or its designee of required maintenance or repairs, the Owner shall complete the specified maintenance or repairs within a reasonable time frame determined by the Community. The Owner(s) shall be liable for the failure to undertake any maintenance or repairs so that the public health, safety and welfare shall not be endangered nor the road improvement damaged.
6. If the Owner fails to properly maintain the stormwater management practice(s) in accordance with the Manual and this Agreement, the Community is authorized, but not required, to perform the specified inspections, maintenance, or repairs in order to preserve the intended functions of the practice(s) and prevent the practice(s) from becoming a threat to public health, safety, general welfare or the environment. In the case of an emergency, as determined by the Community, no notice shall be required prior to the Community performing emergency maintenance or repairs. The Community may levy the costs and expenses of such inspections, maintenance, or repairs plus a ten percent (10%) administrative fee against the Owner. The Community at the time of entering upon said stormwater management practice for the purpose of maintenance or repair may file a

notice of lien in the office of the Register of Deeds of the City of Auburn upon the property affected by the lien. If said costs and expenses are not paid by the Owner, the Community may pursue the collection of same through appropriate court actions and in such a case, the Owner shall pay in addition to said costs and expenses all costs of litigation, including attorney fees.

7. The Owner hereby conveys to the Community an easement over, on, and in the Property or otherwise grants perpetual access rights for the purpose of access to the stormwater management practice for the inspection, maintenance, and repair thereof, should the Owner fail to properly inspect, maintain, and repair the practice(s).
8. The Owner agrees that this Agreement shall be recorded and that the Property shall be subject to the covenants and obligations contained herein, and this Agreement shall bind all current and future owners of the Property.
9. The Owner agrees in the event that the Property is sold, transferred, or leased to provide information to the new owner, operator, or lessee regarding proper inspection, maintenance, and repair of the stormwater management practice(s). The information shall accompany the first deed transfer and include this Agreement and all Exhibits. The transfer of this information shall also be required with any subsequent sale, transfer, or lease of the Property.
10. The Owner agrees that the rights, obligations, and responsibilities hereunder shall commence upon execution of the Agreement.
11. The Owner whose signatures appear below hereby represent and warrant that they have the authority and capacity to sign this agreement and bind the respective parties hereto.
12. The Owner, its agents, representatives, successors, and assigns shall defend, indemnify and hold the Community harmless from and against any claims, demands, actions, damages, injuries, costs or expenses of any nature whatsoever, hereinafter "Claims", fixed or contingent, known or unknown, arising out of or in any way connected with the design, construction, use, maintenance, repair or operation (or omissions in such regard) of the stormwater management practice(s) referred to in Exhibit A which are the subject of this Agreement. This indemnity and hold harmless shall include any costs, expenses, and attorney fees incurred by the Community in connection with such Claims or the enforcement of this Agreement.

Owner Signature: _____ Date: _____

Printed Name _____ Title: _____

STATE OF INDIANA

COUNTY OF _____

This record was signed and sworn to be on this day ____ of _____, 20____ by

_____.

(Notary Stamp or Seal)

Notary Public Signature

Commissioned in _____ County

My Commission Expires _____

WHEN RECORDED, RETURN FILE STAMPED COPY TO:

City of Auburn 210 E Ninth Street Auburn, IN 46706

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Accepted by City of Auburn:

Signature: _____

Date: _____

Printed Name: _____

Title: _____