

**REGIONAL STORMWATER FACILITIES FEE AGREEMENT**

No. \_\_\_\_\_

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Louisville and Jefferson County Metropolitan Sewer District, hereinafter referred to as "MSD", and

\_\_\_\_\_ of \_\_\_\_\_

whose address is \_\_\_\_\_.

**WITNESSETH:**

WHEREAS, Owner is proposing a development in the regional area known as the \_\_\_\_\_ watershed of MSD's stormwater service area, and described as follows (description of Project and location):

\_\_\_\_\_ hereinafter referred to as the "Project", and;

WHEREAS, the Project will contribute to greater stormwater runoff entering existing drainage facilities maintained, operated and provided by MSD within its stormwater service area unless Owner provides on-site stormwater drainage detention/retention facilities, and;

WHEREAS, in accordance with MSD's Regional Facilities Policy, adopted October 24, 1988, MSD is authorized to enter into a voluntary agreement with the Owner for the acceptance of payment in lieu of constructing on-site drainage detention/retention facilities, in order to mitigate a direct impact that has been identified as a consequence of Owner's Project or to provide funding which may be used to reduce, improve or enhance drainage within MSD's stormwater service area, (all of which is hereinafter referred to as the "direct impact"), and;

WHEREAS, the payment accepted by MSD shall be used for the purpose of mitigating said direct impact, as determined appropriate by MSD.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree to the terms and conditions as stated herein.

- 1. Owner agrees that in order to mitigate the direct impact that has been identified, Owner shall pay to MSD, at the time of execution of this Agreement:

The fee of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). Such fee is equivalent to MSD's estimated cost of providing stormwater storage volume necessary to mitigate the impact of the increase in runoff from the development into MSD facilities, and is a fixed fee based on community wide average costs for such facilities.

- 2. Owner acknowledges and agrees that there is a direct impact as a result of Owner's Project and that this Agreement is necessary as a result of that impact.
- 3. MSD accepts Owner's contribution in lieu of requiring Owner to provide all necessary on-site stormwater drainage detention/retention facilities for the Project.
- 4. Owner agrees that nothing contained herein shall relieve Owner of the responsibility for providing adequate drainage facilities on site, and discharging to a public drainage facility in accordance with approved plans. Owner shall be responsible for preparing plans and constructing drainage facilities in accordance with MSD design standards and practices.

5. If the Project referenced by this Agreement is not located within the MSD stormwater drainage service area as of the date of this Agreement, Owner shall execute and deliver to MSD an Extension of Stormwater Drainage Boundary Agreement, the effect of which will officially enlarge and extend the boundary of MSD's stormwater drainage service area to include the property on which the project is to be constructed.
6. MSD and the Owner each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither MSD nor the Owner shall assign, sublet or transfer its interests in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer, director, employee or agent or any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than MSD and the Owner.
7. This Agreement supercedes all previous agreements, oral or written, between MSD and the Owner and represents the whole and entire Agreement between the parties regarding this matter. No other agreements or representations, oral or written, have been made by MSD. This Agreement may not be altered, modified or amended except in writing properly executed by an authorized representative of MSD and the Owner.
8. If any section, clause or provision of this Agreement shall be held invalid, such holding of invalidity shall not affect the validity of any remaining section, clause, paragraph, portion or provision of this Agreement.
9. The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted and maintained in any court of competent jurisdiction located in the County of Jefferson, Commonwealth of Kentucky.

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement the day, month, and year first above written.

OWNER \_\_\_\_\_

LOUISVILLE AND JEFFERSON COUNTY  
METROPOLITAN SEWER DISTRICT

\_\_\_\_\_  
(Printed Name) \_\_\_\_\_

\_\_\_\_\_  
Randy Stambaugh, PE  
Development Team Leader

(Title) \_\_\_\_\_

COMMONWEALTH OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned Notary Public in and for the Commonwealth and County aforesaid, do hereby certify that the foregoing instrument was this day presented to me by \_\_\_\_\_ who, being by me first duly sworn, declared that \_\_\_\_\_ signed the foregoing instrument as \_\_\_\_\_ by authority and direction of its Board of Directors, as a true and proper act and deed.

WITNESS my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
My commission expires \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
NOTARY PUBLIC