

(i) Reimbursing a property owner for the costs of construction work; or

(ii) Performing the construction work under contract as part of the general stormwater management project.

(b) (1) If the [Commission] WSSC reimburses a property owner for the costs of construction work, the property owner shall submit construction plans and a cost estimate to the [Commission] WSSC for review and approval before construction [commences] BEGINS.

(2) The [Commission] WSSC shall make payment only after:

(i) The [Commission] WSSC inspects and approves the completed floodproofing facility; and

(ii) The property owner submits the original cost invoice to the [Commission] WSSC.

(c) (1) Whether the floodproofing facility is constructed by the property owner or [his] THE agent OF THE PROPERTY OWNER or by the [Commission] WSSC under contract, the property owner shall agree in writing to hold harmless the [Commission] WSSC from liability from any and all damages that may result from or be caused by:

(i) The construction, maintenance, and operation by the property owner of the floodproofing facility;

(ii) The failure of the floodproofing facility to operate as planned or designed; or

(iii) The failure of the property owner to properly maintain and operate the floodproofing facility.

(2) The agreement shall:

(i) Run with the land;

(ii) Be recorded among the land records of the county in which the land is situated;

(iii) Provide that the property owner accepts full responsibility and liability for maintenance and operation of the floodproofing facility on the property at no further cost or expense to the [Commission] WSSC.

(d) (1) All [Commission] WSSC funds expended [by the Commission] for floodproofing facilities under this section shall be a part of the [Commission's] general storm drainage