



Storm Water Private Cost-Share Program Policy

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Owner: Engineering	Approved by: Board

Table of Contents

1.0	Purpose.....	1
2.0	Scope / Persons Affected.....	1
3.0	Policy.....	1
3.1	Program Eligibility.....	1
3.2	Problem Identification.....	1
3.3	Solution Identification/Determination.....	1
3.4	Documentation/Agreement.....	1
3.4.1	Request for Assistance.....	1
3.4.2	Agreement.....	2
3.4.3	Warranty and Release.....	2
3.4.4	Project Commencement.....	2
4.0	Funding.....	2
5.0	References.....	3
6.0	Revisions History.....	3

1.0 Purpose

As part of our commitment to meeting the needs of our region through effective storm water management, Sanitation District No. 1 (SD1) has developed various cost-share and technical assistance programs to provide regional storm water services in partnership with our partner cities and counties (Co-Permittees). This program creates a three-way partnership between SD1, a Co-Permittee and private property owners to address private property drainage issues. Storm water projects that will address non-public drainage issues or non-public infrastructure improvements are eligible.

2.0 Scope / Persons Affected

This policy is intended to help Co-Permittees assist property owners within their jurisdiction and SD1's storm water service area. The intent of the program is to form a partnership between SD1, Co-Permittees and property owners to address private property drainage issues. This is an opportunity for Co-Permittees to determine their own level of service for solving these individual private drainage issues.

3.0 Policy

- 3.1 Program Eligibility.** Co-Permittees are eligible to participate in the Cost-Share Program for projects that will address a drainage issue caused by off-site runoff due to the lack or inadequacy of existing privately owned infrastructure that can be corrected by a storm water improvement. The program is generally not intended for maintenance, rehabilitation, replacement, or repair of existing infrastructure on non-residential property that, if functioning properly, would not create a storm water issue. The flooding or drainage issue must be in the SD1 storm water service area. Co-Permittees must apply and receive approval for the Cost- Share Program prior to initiating the project. Co-Permittees and the property owner(s) must be in good standing and in compliance with all of SD1's Rules and Regulations. SD1 reserves the right to accept or deny any request at its sole discretion.
- 3.2 Problem Identification.** Property owners are responsible for identifying the issue and potential solution and then contacting their municipality, or county if the property is in unincorporated part of the county (Co-Permittee). The property owner is responsible for all costs associated with the investigation.
- 3.3 Solution Identification/Determination.** SD1 will review the identified issue and proposed solution for the limited purpose of approving the solution. SD1 does not and will not warrant the effectiveness of the solution.
- 3.4 Documentation / Agreement.** Co-Permittee shall be responsible for

submitting the following:

- 341 Request for Assistance.** Co-Permittees must be the applicant. Co-Permittee shall submit to SD1 a Request for Assistance identifying the drainage issue, completing the application to the best of their ability. SD1 reserves the right to ask for additional supporting information if the application is deemed incomplete or it is known that additional information related to the drainage issue exists.
 - 342 Cost-Share Agreement.** Co-Permittee and property owner shall execute and submit the signed Cost-Share Agreement within seventy-five (75) calendar days from the approval date by SD1.
 - 343 Warranty and Release.** To receive the financial contribution, Co-Permittee must secure the Warranty and Release attached hereto as an Appendix to the Cost-Share Agreement.
 - 344 Project Commencement.** The project must commence construction within three hundred sixty-five (365) calendar days from the execution date of the Cost-Share Agreement and report the achievement of continuous and reasonable progress until completion. If this requirement is not met, the project approval is rescinded and the Co-permittee must then re-apply. SD1 may inspect the project improvements during construction.
- 3.5 Financial Contribution.** Upon completion of the project, Co-Permittee shall submit a request for reimbursement that includes copies of invoices and payment receipts along with the Warranty and Release executed by the property owner, and SD1 shall provide funding as a reimbursement for up to one-third (1/3) of the total cost of the project.
 - 3.6 Ownership and Responsibility.** Upon completion of the project, neither SD1 nor the Co-Permittee shall own nor be responsible for the maintenance of improvements constructed as part of the project. The property owner shall be responsible for ownership and maintenance of the improvements. If Co-Permittee keeps the improvements as a public system, it shall not be transferable to SD1 in the future. SD1 is simply providing a contribution to the project and is not responsible for any other part of the project.

4.0 Funding

Each fiscal year, SD1 will allocate a specified amount to fund this program, depending on existing priorities of the storm water utility. SD1 will consider the total number of anticipated applications and the benefits these projects provide as factors in determining the annual budget for this program. Requests are funded on a first-come, first-served basis while funds are available.

SD1 currently provides funding as a reimbursement up to \$10,000 for one-third (1/3) of the project costs. The property owner shall be responsible for the remainder cost of the project. Co-Permittee shall also contribute to the project costs through either payment or reasonable in-kind service expenses toward the development of the project. Upon completion of the project, Co-Permittee must submit a request for reimbursement that includes supporting documentation of the project costs.

5.0 References

On March 20, 2018, the SD1 Board of Directors approved the Scope of the Storm Water Utility which included the Storm Water Private Cost-Share Program. This policy shall determine the terms of this program.

6.0 Revisions History

Date	Rev. No.	Revised By:	Description	Reference Sections
02.16.2021	1	Legal		

APPENDIX 1

STORM WATER PRIVATE COST-SHARE PROGRAM WARRANTY AND RELEASE

In consideration for the financial assistance from SD1 to the Local Government, for the benefit of the undersigned Property Owner, for improvements to assist in storm water management on the Property to alleviate or prevent drainage issues that negatively impact the below-described property (the "Property"), pursuant to the terms of the Storm Water Assistance Cost-Share Program (the "Improvements"), the Property Owner, as owner of the Property, warrants and agrees as follows:

Ownership and Responsibility. Property Owner is responsible for storm water drainage on the Property and all non-public or non-SD1 Owned storm water infrastructure on the Property. Upon completion of the Improvements, SD1 shall not own or be responsible for the maintenance of the Improvements. SD1 is simply providing additional funding for the Improvements which will remain private property.

Permission to Enter Property. Property Owner grants permission to SD1 employees and agents to enter onto the Property for purpose of investigation, inspection of the Project pursuant to the terms of the Storm Water Assistance Cost-Share Program prior to the contribution of financial assistance to the Local Government.

Property Owner(s) Release of Claims. Property Owner hereby releases and gives up all claims and rights which the Property Owner has or may have in the future against SD1 or the Local Government arising out of or resulting from participation in the Storm Water Assistance Cost-Share Program and the installation of the Improvements and the future use of such Improvements by the Property Owner; provided however, that nothing in this Release of Claims shall bar any claims arising from the gross negligence or intentional misconduct of SD1 or the Local Government or their employees or agents. Subject to and without limiting the generality of the foregoing, Property Owner specifically releases all claims, rights and rights of action relating to the entry into or presence at the Property by SD1 or the Local Government or their employees or agents and the installation, use and function of the Improvements.

Taxable Income. Any financial assistance received by the Property Owner may be considered taxable income for federal or state purposes. The Property Owner should consult a tax advisor such as an accountant or an attorney for advice regarding potential tax consequences.

PROPERTY OWNER(S):

Signature: _____

Date: _____

Printed Name(s): _____

Signature: _____

Date: _____

Printed Name(s): _____

Signature: _____

Date: _____

Printed Name(s): _____

IF ENTITY OTHER THAN INDIVIDUAL:

Entity Name

Date: _____

By: Signature: _____

By Printed Name: _____

Its: _____