



CITY OF TAYLOR MILL COST-SHARE STORM WATER PROGRAM

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The logo for SD1, consisting of the letters 'SD1' in a bold, blue, sans-serif font.

Managing Northern Kentucky's
Wastewater and Storm Water



Frequently Asked Questions

Storm Water Private Cost-Share Program

What is SD1's private cost-share program?

Long before SD1 assumed control of the region's storm water management, cities and counties owned and maintained storm water infrastructure; regulations were less stringent; drainage plans were not always a priority; and storm pipes were often inadequate or never formally dedicated to public ownership. The result is a storm system that has a mix of privately and publicly owned infrastructure that can become overwhelmed by wet weather events in some areas. Depending on a neighborhood's topography, that could lead to excessive storm water that ends up in yards or inside buildings. To address these concerns, SD1 offers local cities and counties (called Co-Permittees because they share responsibility for state and federal storm water regulation compliance) a Private Cost-Share Program to help fund solutions to remedy private storm water issues that may have a public impact. SD1 allocates funding through the program to help Co-Permittees address such storm water issues.

Who may apply to participate?

Only Co-Permittees can apply to participate in the program, and each Co-Permittee determines its own level of service. Property owners who experience private storm water issues must contact their city or, if they live in an unincorporated part of the county, their county, to request that the Co-Permittee apply. A Co-Permittee contact list is available at http://www.sd1.org/Resources/Co-Permittee_Contact_List.pdf. The intent of the program is to form a partnership between SD1, Co-Permittees and property owners to address private storm water issues. SD1 will enter into an agreement only with the Co-Permittee.

How can a Co-Permittee apply?

Applications are available to Co-Permittees at www.sd1.org under the Programs and Outreach tab, under "Storm Water Assistance Programs." Co-Permittees may also request an application by contacting SD1 at (859) 578-7450 or info@sd1.org.

How are private cost-share projects prioritized?

In general, projects are funded on a first-come, first-served basis while funds are available.

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When is funding released for approved projects?

The amount of funding available for this program is determined each fiscal year as part of SD1's budgeting process, and the cap for a project is currently one-third of the project cost, with SD1's share not to exceed \$10,000. SD1 currently provides funding as a reimbursement. To receive approved funding, a participating Co-Permittee must enter into an agreement with SD1 and the project must begin within 12 months of the application's approval. Once a project has been approved for the Private Cost-Share Program, any changes to the project scope that will impact the cost of the project must be approved by SD1 in advance, or only the original agreement amount will be reimbursed.

Throughout construction, SD1 may inspect project improvements to ensure they meet design and specifications. Upon completion of the project, the Co-Permittee must submit a request for reimbursement that includes copies of invoices and payment receipts.

Upon completion, who is responsible for the new improvement?

SD1 will not own or be responsible for the maintenance of the new improvement, once completed. SD1 is simply providing funding for the project. All improved assets will remain private property and the system will remain a private system.

Who should I contact with questions?

Property owners who experience private storm water issues should contact their city, or if they live in an unincorporated part of the county, their county, to request participation. See Co-Permittee contact list at http://www.sd1.org/Resources/Co-Permittee_Contact_List.pdf. Other questions regarding the program can be directed to SD1 at (859) 578-7450 (Monday through Friday, 8 a.m.-4:30 p.m.) or info@sd1.org.

Thank you for your cooperation and support as we work together to protect public health, property and the environment by providing reliable wastewater and storm water services.



Storm Water Private Cost-Share Program Policy

Version: 1	Effective Date: 10/15/2019
Owner: Engineering	Approved by: Board

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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 non-public drainage issue or non-public infrastructure issue that can be corrected by an improvement or repair. 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 must be in good standing and in compliance with all of SD1's Rules and Regulations.

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:

3.4.1 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.

3.4.2 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.

3.4.3 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.

3.4.4 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 CoPermittee 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

**SANITATION DISTRICT NO. 1
STORM WATER
PRIVATE COST-SHARE PROGRAM AGREEMENT**

THIS STORM WATER PRIVATE COST-SHARE PROGRAM AGREEMENT ("Agreement") is entered into on the date set forth on the signature page of this Agreement by and between Sanitation District No. 1 of Northern Kentucky ("SD1"), a sanitation district organized pursuant to KRS Chapter 220 and principally located at 1045 Eaton Drive, Ft. Wright, Kentucky 41017 and the undersigned Local Government set forth on the Signature Page to the Agreement below.

RECITALS

WHEREAS, although private property owners are responsible for storm water drainage issues and non-public infrastructure on their private property, by resolution of the Board of Directors on March 20, 2018, SD1 approved a Storm Water Private Cost-Share Program to help co-permittee Local Governments address non-public drainage issues or non-public infrastructure improvements for the benefit of private property owners in the interest of health and public safety;

WHEREAS, the undersigned Property Owner(s) (if more than one, then collectively referred to herein as the "Property Owner") identified herein and specifically set forth on the Signature Page and in the Warranty and Release attached hereto as Appendix 2 is the owner of the property identified on the Signature Page (the "Property"); and

WHEREAS, the Property is located within SD1's Storm Water service area;

WHEREAS, the Local Government has applied for assistance through the Storm Water Private Cost-Share Program for the benefit of the Property Owner;

WHEREAS, SD1 intends to provide financial assistance to the Local Government for the benefit of the Property Owner in the amount of one-third (33.3%) of the actual amount spent by the Local Government to complete the Project;

NOW THEREFORE, in consideration of the mutual promises, terms set forth herein, the Local Government and SD1 hereby agrees as follows:

1. **Recitals.** The recitals set forth above are incorporated by reference herein and made a part hereof as if fully re-written.

2. **Interlocal Cooperation Act.** The Local Government and SD1 have previously entered into a Master Interlocal Agreement for Infrastructure Projects, Programs or Policies ("Interlocal Agreement") pursuant to the Interlocal Cooperation Act KRS 65.210 to KRS 65.300 (the "Act").

3. **Project.** The Local Government, with the assistance of SD1, is providing assistance for the benefit of the 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 pursuant to the terms of the Storm Water Private

Cost-Share Program and as specifically set forth in the approved Request for Assistance attached hereto as Appendix 1 (the "Improvements") which shall hereinafter be referred to as the "Project."

4. **Warranty and Release.** The Local Government shall secure the Warranty and Release attached hereto as Appendix 2 from Property Owner.

5. **Funding.** Upon completion of the project, the Local Government shall submit a request for reimbursement that includes copies of invoices and payment receipts along with a Warranty and Release executed by the Property Owner and SD1 shall provide funding as a reimbursement for up to one-third (33.3%) of the total cost of the Project as set forth in the Request for Assistance and approved by SD1 for an amount equal to \$_____ (the "Financial Assistance Amount").

6. **Duration/Termination.** The Storm Water Private Cost-Share Program is subject to available funding as set forth therein, and this Agreement shall remain in full force and effect until terminated by SD1 upon thirty (30) days written notice to the Local Government. The Project must commence construction within three hundred sixty-five (365) calendar days from the execution date of this 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 Local Government must then re-apply.

7. **Ownership and Responsibility.** Upon completion, of the Project, neither SD1 nor the Local Government shall own nor be responsible for the maintenance of the Improvements improved or constructed as part of the Project. The Property Owner shall remain the owner of the Improvements.

8. **Rights of SD1.** SD1 shall have the right, but not the duty, to:

- a. Review and approve the design, plans, and specifications for the Project, prior to bidding or negotiation of construction cost.
- b. Review and approve all contracts, change orders, or contract modifications to be entered into by the Local Government for the Project.
- c. Review and approve the budget for the Project and any modifications thereof.
- d. Make inspections, from time to time, of the Project.
- e. Perform such site testing as may, in the sole discretion of SD1, be required from time to time.
- f. Audit the books and records of the Project.
- g. Receive any information concerning the Project that SD1 may reasonably request of the Local Government.

9. **Default.** Local Government shall be in default of the Agreement ("Event of Default ") if:

- a. Any information submitted to SD1 by or on behalf of the Local Government for the Project is determined by SD1 to be materially incorrect.
- b. The Project is not prosecuted and completed in a timely manner.
- c. The Project is not constructed in accordance with the plans and specifications.
- d. The Local Government fails to perform any other term or condition required of it under the Agreement.

10. Remedies. If a Default exists, SD1 may terminate, payment of the Financial Assistance Amount in addition to any and all remedies available to SD1 in equity or at law.

11. Notices. Any notice, communication, or request under this Agreement to either of the parties shall be in writing and shall be effectively delivered if delivered personally or sent by overnight courier service with all fees prepaid to the parties at the addresses set forth in the Request for Application attached hereto as Appendix 1.

12. Relationship of the Parties. The payment of all or a part of the Financial Assistance Amount by SD1 is in the form of a grant and does not constitute a joint venture, partnership or other relationship with the Local Government.

13. Entire Agreement. This Agreement constitutes the entire Agreement between the parties relating to the project and shall be deemed to be a full, final, and complete integration of all prior or contemporaneous understandings or agreement between the parties relating thereto. The parties have not relied upon any promises, representations, warranties, agreements, covenants or undertakings other than those expressly set forth in this Agreement. This Agreement supersedes all prior Agreements relating to the project. This Agreement may be amended or supplemented only by a written instrument signed by both parties hereto.

14. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Kentucky.

Signature Page Follows

Signature Page to Agreement

PROPERTY OWNER(S):

Signature: _____
Printed Name: _____
Address: _____
Phone No. _____

Date: _____

Signature: _____
Printed Name: _____
Address: _____
Phone No. _____

Date: _____

LOCAL GOVERNMENT:

Entity Name
By: Signature: _____
By: Printed Name: _____
Its: _____

Date: _____

SANITATION DISTRICT NO. 1

By Adam Chaney, its Executive Director

Date: _____

THE PROPERTY:

Address: _____

PIDN: _____

REQUEST FOR ASSISTANCE

Storm Water Cost-Share & Technical Assistance Programs

Section 1

(Check One Program)	<input type="checkbox"/> Public Cost-Share	<input type="checkbox"/> Private Cost-Share	
	<input type="checkbox"/> Public Culvert Cost-Share	<input type="checkbox"/> Technical Assistance	<input type="checkbox"/> Unknown

Section 2

Location of Request (address, street, or project name): _____

Date: _____

City/County (where storm water need is located): _____

Brief Project Description and Outline the Drainage Issues: _____

Section 3 – If cost is unknown or for Technical Assistance Program proceed to Section 6.

<p>Estimated Drainage System Cost:</p> <p>Easement acquisition: _____</p> <p>Engineering: _____</p> <p>Construction: _____</p> <p>Mitigation (As Needed): _____</p> <p>Total: _____</p> <p>Estimated Requested funding from SD1: _____</p>	<p>Estimated Total Project Cost: (including drainage)</p> <p>Easement acquisition: _____</p> <p>Engineering: _____</p> <p>Construction: _____</p> <p>Total: _____</p>
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Section 4

Project Funding:

Please indicate, in dollars, any funds/grants from other entities including municipality/county: _____

Section 5

Please attach/indicate the following items:

A) Proposed commencement and completion dates. _____

B) A set of design drawings, storm water calculations, photos, any relevant information.

C) A final cost estimate breakdown.

Section 6

Project Justification:

	Yes	No	Unknown
1. Does the problem create any of the following safety or health hazards?			
a. Public Endangerment	Y	N	UNK
b. Restriction of Access Including Emergency Vehicles	Y	N	UNK
c. Impact on Road Systems or Critical Structure(s)	Y	N	UNK
d. Public Health Hazards	Y	N	UNK
2. Does the problem create any of the following types of property damage?			
Primary Structure(s)			
a. Major (greater than 20% of structure value)	Y	N	UNK
b. Moderate (between 10 and 20% of structure value)	Y	N	UNK
c. Minor (less than 10% of structure value)	Y	N	UNK
Secondary Structure(s)			
d. Major (greater than 20% of structure value)	Y	N	UNK
e. Moderate (between 10 and 20% of structure value)	Y	N	UNK
f. Minor (less than 10% of structure value)	Y	N	UNK
Other Property Damage			
g. Major (greater than 20% of value)	Y	N	UNK
h. Moderate (between 10 and 20% of value)	Y	N	UNK
i. Minor (less than 10% of value)	Y	N	UNK
3. How often does the problem happen?			
a. Several times a year	Y	N	UNK
b. Every 2 to 5 years	Y	N	UNK
c. Every 5 to 10 years	Y	N	UNK
d. Every 10 to 20 years	Y	N	UNK
e. Last time it occurred _____			
4. Does the problem cause a public inconvenience?			
a. Major (public services reduced or delayed more than 8 hours)	Y	N	UNK
b. Moderate (public services reduced or delayed 2 to 8 hours)	Y	N	UNK
c. Minor (public services reduced or delayed less than 2 hours)	Y	N	UNK
5. Does the problem cause degradation in the immediate area?			
a. Bank erosion (lack of vegetation/bare soil)	Y	N	UNK
b. Sediment deposition (loss of conveyance or storage capacity)	Y	N	UNK
If yes to either question, please explain what your mitigation plan is below.			

6. What is the level of public sensitivity in the problem area?

Effective Date: 8/3/18

Section 2 and 7 are required

- | | | | |
|---|---|---|-----|
| a. Major (more than 20 complaints) | Y | N | UNK |
| b. Moderate (between 5 and 20 complaints) | Y | N | UNK |
| c. Minor (less than 5 complaints) | Y | N | UNK |

7. **Will fixing the problem have negative off-site impacts?**

- | | | | |
|---|---|---|-----|
| Major (Buildings/structures adversely impacted) | Y | N | UNK |
| Moderate (detached buildings/infrastructure adversely impacted) | Y | N | UNK |
| Minor (increased flood elevation, upstream or downstream) | Y | N | UNK |

If yes to any of these questions, please explain what your mitigation plan is below.

Section 7

SD1 maintains the municipal separate storm sewer system (“MS4”) of our co-permittees pursuant to the Transfer and Assignment of the SD1 Storm Water Drainage System Agreements. Pursuant to the Storm Water Infrastructure Transfer Agreements SD1 has a responsibility to maintain assets previously owned by the co-permittees as a public system within the storm water service area. While SD1 owns and maintains some of these structures, many of them are the responsibility of private property owners, homeowners associations, or cities and counties. Because of this, everyone plays a role in preventing flooding and other storm water issues. SD1 will evaluate and prioritize these storm water needs based on a multitude of factors including, but not limited to the information submitted with this Request for Assistance.

Because resources are limited, it is possible that not all submitted requests will receive SD1 funding. In submitting this Request for Assistance, the undersigned affirmatively acknowledges that SD1 has exclusive authority and discretion in its review of this Request for Assistance. The undersigned further acknowledges that the submission of this Request for Assistance does not create an entitlement to SD1 funding and does not obligate SD1 to fund, perform or otherwise contribute resources of any kind.

In order for SD1 to efficiently and effectively evaluate the storm water issues identified herein, it is important that this Request for Assistance contains accurate and verifiable information. The misstatement, embellishment or exaggeration of information being provided herein is strictly prohibited. All mandatory fields must be completed. Other fields may be filled later by submitting an amended or supplemental Request for Assistance.

I hereby certify to the best of my knowledge that the information submitted in this Request for Assistance is true and accurately reflects the conditions and circumstances surrounding the project for which funding is sought herein.

Authorized Representative / Title (Please Print)

Signature

Date

Co-permittee / Company

Phone

Completed Requests for Assistance may be emailed to info@sd1.org and cc sblake@sd1.org or submitted to:

**Sanitation District No. 1
1045 Eaton Drive
Ft. Wright, KY 41017
Attn: Sean Blake**

*Effective Date: 8/3/18
Section 2 and 7 are required*

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.

