



RESIDENTIAL STORMWATER GRANTS 2022
GRANT AGREEMENT

This Grant Agreement (“Agreement”) is entered into by and between the City of Bloomington Utilities Department by and through its Utilities Service Board (“CBU”), and **Name** (“Grantee”).

WHEREAS, CBU offers a grant program called “Residential Stormwater Grants” to provide grants to homeowners for approved green stormwater infrastructure projects on their private property; and

WHEREAS, approved green stormwater infrastructure projects are designed with the goal of improving management of stormwater before it enters CBU’s Municipal Separate Stormwater Sewer System (MS4); and

WHEREAS, Grantee has submitted a grant application for a Residential Stormwater Grants project on the real estate located at the common street address of **Address**, (the “Property”); and

WHEREAS, the proposed stormwater best management practice is **Practice** which is more particularly described in Grantee’s application which is marked as Exhibit “A”, attached hereto, and by this reference incorporated herein, (collectively the “Project”).

NOW, THEREFORE, The Parties agree as follows:

1. **Effective Date**. This Agreement shall become effective as of the date last entered in the signature blocks below.
2. **Term**. The term of this Agreement runs from the effective date through to and including the ____ day of _____, **2028**. Grantee will have one year to complete the Project and five years to provide maintenance on the Project as installed.
3. **Grant Amount**. CBU shall provide to Grantee a reimbursement grant not to exceed **\$Amount**, (“Grant Amount”) for the reimbursement of approved expenses associated with the Project. The Grantee will be responsible for paying the remaining project costs. CBU shall be solely responsible for determining any and all approval of expenses.
4. **Engineering Designs**. Any and all engineering designs and plans for the Project shall be submitted to the CBU engineering department for review to ensure that they are consistent with the goals stated in Grantee’s Grant application. Project construction shall not commence until such time as CBU’s engineering department has completed this review process and has given written authorization to Grantee to commence Project construction.

5. Project Completion Date. The Project Completion Date is the date in which CBU conducts a final review and issues its final approval of the Project. Grantee shall complete the Project no later than the _____ day of _____, 2023, including final review by CBU.
6. Reimbursement. No more than 30 days after the Project Completion Date, Grantee shall submit to CBU an invoice itemizing all expenses incurred in relation to the Project. Grantee shall provide receipts and other documentation to support the itemized expenses listed by Grantee in the invoice. Failure to provide supporting documentation of itemized expenses within the specified timeframe may be a reason for CBU denying certain itemized expenses in the invoice. Within 45 days of invoice submittal, CBU shall reimburse Grantee up to and not to exceed the Grant Amount for all approved expenses itemized in the invoice. Alternatively, and/or in addition, where Grantee has arranged for payment(s) to be made by CBU directly to the contractor(s), then CBU shall make said payment(s) directly to the contractor(s) within 45 days of invoice submittal up to and not to exceed the Grant Amount for all approved expenses itemized in the invoice. In either event, Grantee is and shall be solely responsible for any and all expenses exceeding the Grant Amount.

Any and all costs, expenses and/or encumbrances associated with any and all work performed by Grantee, their agents, representatives, employees, contractors or subcontractors, prior to execution of this Grant Agreement are not eligible for and shall not be reimbursed by CBU.

7. Right of Entry. CBU, its members, directors, officers, employees, contractors, agents and assigns shall have the right to enter upon the Property for the purpose of inspecting the Project during the life of this Grant Agreement during normal CBU working hours.
8. Ineligible Expenses. Grantee is not entitled to reimbursement for any of the following expenses, costs or encumbrances:
 - a. Acquisition (not including rental) of any tools, instruments and/or equipment.
 - b. Acquisition of permits.
 - c. Acquisition of any real estate interests (including, but not limited to, deed, easement, right of way or license).
 - d. Costs associated with legal fees.
 - e. Costs associated with water/soil sampling and/or analysis.
 - f. Any other items or expenditures deemed ineligible by CBU.
 - g. Any and all expenses/costs/encumbrances incurred by Grantee in association with this Project prior to full execution of this Grant Agreement
9. Maintenance. Grantee shall properly maintain the Project infrastructure in accordance with Grantee's maintenance plan which was submitted as part of Grantee's application, and the Maintenance Guidelines for Residential Stormwater Grant Projects, marked as Exhibit "B" and by this reference incorporated herein, for a period of five (5) years commencing on the Project Completion Date. Any and all maintenance shall be performed at the Grantee's expense. The Grantee shall not alter or destroy the project without the written consent of the CBU Director or their designee. If the Grantee fails to maintain the project in accordance with this Grant Agreement, CBU will notify the Grantee via written notice and may enforce any violation in accordance with CBU's Enforcement Response Plan.

10. Photography, Video, and Other Images. Grantee agrees to grant the City of Bloomington the irrevocable right to use photographs, video, and other images of the Project in all forms and media.
11. Compliance with all laws and regulations. Grantee shall comply with all federal, state and local laws and regulations during the Project and is solely responsible for securing any and all permits and/or licenses that may be required before any Project construction commences. Grantee shall also observe and comply with any and all real estate rights and privileges that may exist in and around the Project, including but not limited to easements and rights-of-way.
12. Release of Liability. Grantee agrees to release, hold harmless and indemnify CBU, its members, directors, officers, employees, contractors, agents and assigns, from any and all claims, demands, damages, costs, expenses or other liability arising out of this Grant Agreement, including any claims or causes of action that arise from the actions of the Grantee, its contractors and/or subcontractors in carrying out the tasks described in this Grant Agreement.
13. Non-Discrimination. Grantee, its contractors and subcontractors shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment and in the activities associated with this Project.
14. Breach. Any breach of any of the terms and conditions of this Grant Agreement by Grantee, and/or Grantee's agents, representatives, employees, contractors and/or sub-contractors may result in Grantee not receiving some or all of the Grant Amount for this Project, at the discretion of the City of Bloomington Utilities Service Board.

IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be executed on the dates shown beside each signature below.

_____ Date: _____
 Printed Name (Grantee)

_____ Date: _____
 Signature

_____ Date: _____
 Printed Name (Grantee)

_____ Date: _____
 Signature

Printed Name (Grantee)

Date: _____

Signature

Date: _____

Printed Name (Grantee)

Date: _____

Signature

Date: _____

Printed Name (Grantee)

Date: _____

Signature

Date: _____

City of Bloomington:

Jean Capler, Chair
Utilities Service Board

Date: _____

Vic Kelson, Director
City of Bloomington Utilities Department

Date: _____

John Hamilton, Mayor
City of Bloomington

Date: _____

EXHIBIT A
SCOPE OF WORK

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EXHIBIT B
MAINTENANCE GUIDELINES
FOR RESIDENTIAL STORMWATER GRANT PROJECTS

GENERAL REQUIREMENTS FOR ALL PROJECTS:

- **Routine Inspections.** Inspect the feature, especially before and after major rain events, for any accumulated materials that could reduce water flow or drainage. Inspect for signs of deterioration, damage, invasive plants, soil erosion, or standing water.
- **Clear Debris.** Remove debris such as leaves, grass, branches, accumulated silt, sand, stone, trash, or other materials so that water flow or drainage is not reduced.
- **Water Plants.** Water new plants at least weekly when they are first installed. Watch for wilting plants and dry, dusty soil. Additional watering may be required during dry periods in the summer.
- **Weeding.** Take a pictures of each plant when they are installed in order to track which plants to keep and which to pull. Remove invasive and nuisance plants by digging them up from the roots.
- **Dispose of Waste.** Properly dispose of waste materials in accordance with City of Bloomington Sanitation Program guidelines. Waste materials cannot be placed in ditches or waterways, or where they can be easily washed into ditches or waterways.

DRIVEWAY CULVERTS

- **Clear Debris.** Remove any debris from within the pipe or within close proximity to its inlet or outlet so that water flow or drainage is not reduced by more than 20% at any time.
- **Holes.** Look for holes or cracks forming in the driveway or walls around the pipe. This may be a sign of damage to the pipe.

RAIN GARDENS

- **Standing Water.** If there is standing water in the rain garden for more than 48 hours, this may be a sign of a larger problem.
- **Weeding.** Remove invasive and nuisance plants. Take a picture of the rain garden when it is installed to help track which plants to keep and which to pull.
- **Pest Control.** Watch for insect or wildlife damage. Remove and replace diseased or dead plants as necessary.
- **Bare areas.** Add mulch to bare areas or replant sections where vegetation is sparse.
- **Erosion.** Replace soil if erosion occurs. Soil migration within the rain garden may be a sign that it is undersized.
- For more information on rain garden maintenance, see the *Monroe County Rain Garden Starter Guide*.

DRY CREEK BEDS

- **Weeding.** Take a picture of the dry creek bed and any associated plantings when they are first installed. Remove invasive and nuisance plants that may impede water flow or drainage.
- **Erosion.** Replace stones if erosion occurs. Excessive substrate migration within the creek bed may be a sign that it is undersized.
- **Pipe.** If there is an underdrain pipe present, refer to the maintenance guidelines for French drains.

FRENCH DRAINS

- **Vegetation.** If the French drain is covered by grass, keep it short by mowing regularly.
- **Pipe.** Ensure the outlet is not blocked and the drain pipe is not clogged. Look for holes or low spots forming in the ground above the pipe. This may be a sign of pipe failure.
- **Erosion.** If there is erosion occurring at the outlet, restabilize as needed using topsoil, seed and mulch, or use geotextile fabric and stone if vegetation doesn't establish.