MEETING 3/17/2016

Cost-share policy of Marys River Estates Road District

The Marys River Estates Road District (MRERD) may offer to share in the cost of runoff management on landowner property if runoff is causing damage to a road that is being maintained by MRERD and if the proposed runoff management work meets specific criteria and conditions detailed below. Before work is undertaken, an agreement will be signed between MRERD (commissioners) and the landowner specifying details such as conditions and/or limitations of the work and responsibilities of the parties before and after work is completed (*see* Attachment A, sample agreement).

Background: Runoff from a landowner's property (primarily driveways) may directly cause or contribute to the erosion of roads maintained by MRERD or may create conditions that could lead to future repair of roads if not addressed. The MRERD is responsible for the maintenance and repair of roads within the District and it may be in the best interest of taxpayers within the District to assist landowners for the purpose of reducing the costs of maintaining or repairing roads affected by runoff. Existing driveways may not meet current standards for managing runoff such as slope of driveway, ditching along driveway to direct runoff to existing roadside ditches, or culverts under the driveway, and may be "grandfathered". The purpose of this policy is to create a process that will allow MRERD to consider a cost-share proposal to re-direct runoff from landowner property and reduce or eliminate damage to the roads.

MRERD may enter into a cost-share agreement with a landowner who is a member of the District in good standing (has paid taxes to the County for Road District assessment) with the purpose of addressing runoff from the landowner's property under the following criteria and conditions:

1. MRERD commissioners and volunteers in consultation with County engineers and/or road contractor have determined that runoff is causing damage to the roads or is creating conditions that will lead to future damage, and
2. MRERD commissioners and volunteers in consultation with County engineers and/or road contractor have identified improvements that will re-direct runoff from the landowner's property, and
3. Landowner is not required by County permit to address runoff problems or is not planning to undertake improvements that would require a County permit.
4. MRERD commissioners and/or volunteers will conduct a simple cost-benefit summary to provide a basis for cost-share terms and may decide to accept a "token" amount from the landowner (e.g., purchasing culvert) if cost of improvement offsets ongoing or anticipated maintenance or repair costs.
5. Final decision to enter into cost-share agreement rests with MRERD commissioners based on efficacy of proposed work to remedy the problem and cost.
6. MRERD will set a limit on their contribution by dollar amount or percentage of total estimated costs and will stipulate the cost-share limitation in the agreement with the landowner.

Agreement (Attachment A) to be developed would include the following terms:
Agreed work scope and completion date
Cost and cost-share limitation
Payment terms (including in-kind work or other such as purchase of culvert)
Security (wording that allows district to re-coup costs through taxing or liens?)
Modification of Agreement
Termination of Agreement
Signatures