



Stormwater Pond Aeration Permit

This Permit is between the City of Bloomington, a municipal corporation located at 1800 W. Old Shakopee Road, Bloomington, MN 55431 (hereinafter referred to as the “City”) and _____, whose address and phone number are _____ (hereinafter known as “Representative”) has requested to undertake the installation and maintenance of aeration equipment on _____.

(Name of Water Body)

Representative agrees to perform the following tasks, comply with the following conditions, and coordinate the aeration activities outlined below with the City of Bloomington’s Engineering Division. The Engineering Division Contact is _____, phone number _____.

- I. Confirm that at least 75% of the abutting property owners (hereafter referred to as “Property Owners”) to the water body have read and agree to the terms and conditions outlined in this Permit, as well as the installation of aeration equipment by signing the form located on page 3 of this Permit. Each property that abuts the water body counts equally. Example: If there are 4 properties that abut the pond, you need signatures from the owners of at least 3 of those properties, even if the properties or the water frontages are different sizes.
- II. Only removable aeration equipment, such as floating style aeration equipment, may be installed in the water body after April 1 and be removed by October 15, or at anytime therein at the City’s request. No permanent installations are allowed and winter aeration is strictly prohibited.
- III. Obtain all necessary permits prior to installation of any aeration equipment. Necessary permits may include but are not limited to: City of Bloomington Storm water Pond Aeration Permit and Building and Inspections electrical permit.
- IV. The aeration equipment must be designed to meet the needs of the water body by a qualified professional. (A qualified professional may include, but not be limited to a registered engineer, vendor, etc.)
- V. Submit a copy of the proposal and plan to the City of Bloomington, Engineering Division for approval. The proposal shall include the sizing criteria for the aeration equipment, the type and details of proposed aeration equipment, power supply details, and indicate a qualified professional will demonstrate proper installation, removal and maintenance techniques. If the proposed aeration equipment conflicts with established City goals, policies or procedures, as determined by the City, the City reserves the right to deny the permit.
- VI. If a floating fountain is proposed to provide aeration, the City reserves the right to limit the height and width of the spray, and limit the amount of lighting. The City may restrict the hours the aeration equipment may operate consistent with Public Nuisance Noise codes.
- VII. Prevent soil erosion at the access area to the pond. If the access area becomes degraded the area will be restored to its previous condition or better.

- VIII. Installation of aeration equipment DOES NOT allow for cutting or removing wetland vegetation.
- IX. No installation shall begin without prior approval from the City and a payment of a permit fee of \$150.
- X. An initial Storm water Pond Aeration Permit requires renewal after the first season of operation after which the Permit may be extended for an additional 3-years. If more than 25 percent of the property owners adjacent to the storm water pond oppose aeration at any time, the permit will not be renewed and the storm water aeration equipment must be removed. A renewal fee may apply.
- XI. Only one permit shall be issued for a stormwater pond. Stormwater ponds operating aeration equipment other than what is listed on the approved permit shall be prohibited and any existing stormwater pond aeration permits may be revoked.
- XII. The Representative and Property Owners understand that the installation, operation, maintenance, removal, and incidental costs are the sole responsibility of the Representative and Property Owners. The City will not be responsible for any costs, injuries, or damages associated with the aeration equipment.
- XIII. The Representative and Property Owners understand that the City of Bloomington, in its sole judgment, may terminate this Permit with thirty (30) days written notice, and require the removal by the Representative and/or Property Owners of any and all equipment and/or signs if the terms and conditions of this permit are not being met, or if there is a safety or other type of threat to the general public or stormwater system created by the equipment.
- XIV. For installation on a public storm water pond, Representative agrees to coordinate, conduct, and provide research data to the City of Bloomington in accordance with the following terms : _____

 _____ (terms to be written by the Engineering Division, as needed)

Representative and “Property Owners” agree to the following:

- I. To indemnify, defend and hold harmless the City of Bloomington, its officials, employees and agents from any and all claims, demands, causes of action and legal liability, including attorney fees, whether known or unknown, anticipated or unanticipated, with respect to any and all injury, disability, death or losses, expenses or damage to person or property sustained in connection with or arising out of the installation or operation of the aeration equipment as identified above.
- II. Property Owner(s) understands that they will be solely responsible for any and all damages or losses to Property Owners’ personal property located at the above listed property.
- III. Property Owner(s) certifies that he/she/they have had an opportunity to review this permit and to have it reviewed by an attorney of his/her/their choosing; that he/she is familiar with and understands the risks of installing the aeration equipment identified above; and that he/she/they assume all risks in connection with the installation.
- IV. Representative certifies that he/she is an agent for the Property Owners and is authorized to accept in their name the responsibility for observance of the rules and regulations of the City of Bloomington Engineering Division
- V. Nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Representative and/or Property Owner(s) as agents, representatives or employees of

the City. The Representative and Property Owners are independent contractors with respect to all services performed under this Permit.

(Signature page follows)

Representative

Public Works Director

City Engineer

Permit Approved by _____ Date _____

We, the undersigned, do hereby acknowledge the request of abutting property owners to undertake the installation and maintenance of aeration equipment on _____.

We understand that the City of Bloomington and its employees will not be held responsible for the installation, maintenance, injury, or any other issues associated with the aeration equipment. We also understand that installing aeration equipment may limit recreation activity on the pond. We further understand that wetlands benefit from an established and maintained buffer and we will not cut, remove, or otherwise alter the vegetation buffer zone as recommended in the City's Wetland Protection and Management Plan. We have signed our names by our own free act and deed.

| Address | Name | Signature | Phone No. |
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