

GREEN INFRASTRUCTURE GRANT AGREEMENT

This Grant Agreement (“Agreement”) is made by and between THE PITTSBURGH WATER AND SEWER AUTHORITY, Penn Liberty Plaza I, 1200 Penn Avenue, Pittsburgh, Pennsylvania 15222, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania (the “Authority”) and _____ (“_____”).

RECITALS

A. The Authority operates and maintains sewage collection and conveyance facilities that carry wastewater from the City of Pittsburgh and surrounding municipalities to the Allegheny County Sanitary Authority interceptor sewer system (the “Sewage System”); and

B. During wet weather events, stormwater enters the Sewage System, increasing the amount of wastewater that must be conveyed and treated; and

C. During wet weather events, stormwater directly enters surface waters, increasing pollution levels in those waterways and increasing the risk of flooding; and

D. Green infrastructure, such as constructed wetlands, rain gardens, green and blue roofs, bioswales and porous pavement reduces the volume of stormwater in the sewage system and the amount of pollutants discharged to surface waters; and

E. _____ plans to install green infrastructure; and

F. The Authority wishes to support the construction and use of green infrastructure in the City of Pittsburgh; and

G. As a municipal authority, the Authority is authorized, pursuant to 53 Pa. C.S.A. § 5612(a.1), to make grants for services and projects directly related to its mission and purpose. The requested funding is in support of the Authority’s Wet Weather Plan and is directly related to the Authority’s purpose of improving sewers, sewer systems and water works; and

H. Grant funding from the Authority is sought for a project.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, the parties agree as follows:

1. **Incorporation of Recitals.** The foregoing Recitals are incorporated herein by reference.

2. **The Project.**

_____ will:

- a. install _____ [Project Description and Address], as described in _____'s application (the "Project"), as attached hereto as Exhibit A and incorporated herein;
- b. complete construction before November 1, 2016;
- c. install educational signage that:
 - (1) is designed or approved by the Authority,
 - (2) is in a location approved by the Authority, and
 - (3) identifies the Authority as funding the Project;
- d. identify the Authority as a funder in any informational literature;
- e. include all other Project components described in _____'s application; and
- f. allow the Authority to inspect the Project and review maintenance records.

3. **Award of Grant.** The Authority grants to _____, _____ percent of _____'s Project costs up to \$_____, based on actual receipts received by the Authority. This sum is payable in one installment (the "Grant") within thirty (30) business days after the completion of construction and the Authority's approval of the final report. This Grant is subject to _____'s acceptance of the terms and conditions described in this Agreement.

4. **Grant Term.** The term of this Agreement shall commence on the date it is fully executed by both parties and shall terminate on January 1, 2017.

5. **Expenditure of Funds.**

a. This Grant is made to support the expenditures for the Project identified in Paragraph 2. above.

b. No material changes in the purposes or activities described in this Agreement shall be made without the Authority's prior written permission.

c. Grant funds may not be expended for any purpose unrelated to the pursuit and promotion of the Project without the Authority's prior written approval. _____ shall return any portion of the Grant funds that are not used for the purposes of the Grant.

6. **Reporting.**

_____ shall provide:

- a. a project schedule within 30 days after this Agreement becomes effective;

b. a written report summarizing all Grant activity, including an accounting of the uses or expenditures of the Grant, by January 1, 2017;

c. project status reports when requested by the Authority describing the actions initiated and completed since the preceding report;

d. complete access to all data collected about or as part of the Project, including but not limited to water-related data and any other data collected regarding the environmental, social, or economic impacts of the Project;

e. a final report including:

(1) a site drawing, showing the completed green infrastructure;

(2) design specifications for all green infrastructure, including rainwater capture capacity (maximum per storm) and other information regarding runoff rate reduction or pollutant capture;

(3) photographs of the completed Project;

(4) a maintenance plan;

(5) a list of all partners, including volunteers, involved in the Project and a description of their roles;

(6) an itemization of all construction costs, with supporting documentation;

(7) summaries of data collected about or as part of the project.

f. _____ will send reports to:

Katherine Camp
Green Infrastructure Program Manager
The Pittsburgh Water and Sewer Authority
Penn Liberty Plaza I
1200 Penn Avenue
Pittsburgh, PA 15222
kcamp@pgh2o.com

7. **Records and Access for Evaluation.** _____ shall maintain records of all activities, including but not limited to financial records, receipts, and expenditures, relating to the Grant and funds under the Grant shall be accounted for separately within _____'s financial records. Upon 30 calendar days' prior written request, _____ shall provide the Authority with copies of all records relating to the Grant, and the use thereof, for the purpose of making such financial audits, verifications, or program evaluations as the Authority deems reasonably necessary concerning this Grant. _____ shall retain all records relating to the Grant, along with copies of any

reports submitted to the Authority, for at least three years following the expiration of this Agreement.

8. **Required Notification.** _____ shall provide the Authority with immediate written notice of _____'s inability to expend the Grant for the purposes outlined in this Agreement.

9. **Publicity.** _____ will publicize the Grant to stimulate support for the Project. _____ agrees to acknowledge the involvement and support of the Authority whenever activities funded by the Authority are published in any news media, print or electronic. The Authority and _____ each permit the other to include information regarding the Grant, including the amount and purpose of the Grant, in each party's periodic public reports, web sites, newsletters, and news releases. Any proposed publicity by _____ concerning this Grant, written or electronic, requires the prior written approval of the Authority, which shall not be unreasonably withheld or delayed.

10. **Project Changes.** Any changes to the Project that decrease the capacity of this Project to retain stormwater must be approved by the Authority, in writing, before implementing the change. The Authority will not reimburse for work not described in the application for funding, unless the Authority provides prior written approval.

11. **Operation and Maintenance.** _____ will maintain the Project for forty-five (45) years in accordance with the terms of the Operations and Maintenance Agreement executed between the parties, as if incorporated fully by reference herein.

12. **Compliance with Law.** The parties shall comply with all relevant applicable statutes, regulations, and ordinances. Failure to adhere to such requirements may constitute a material breach of this Agreement.

13. **Termination.** Either party may terminate this Agreement upon written notice to the other. In the event that either party hereto shall commit a material breach or default in any terms or conditions of this Agreement, and also shall fail to cure the breach within 30 days of receipt of written notice of the breach, the non-breaching party may terminate this Agreement by sending notice of such termination in writing to the other party to such effect. In the event of a termination due to lack of funding or for convenience, the Authority will reimburse _____ for obligations properly incurred prior to the termination of the Agreement that cannot be terminated or avoided, and _____ will return to the Authority Grant funds not expended or committed. Termination will not affect _____'s obligations or the Authority's rights under Section 7 of this Agreement.

14. **No Assignment or Delegation.** Neither party may assign, or otherwise transfer, its rights or delegate any of its obligations under this Grant without prior written approval from the other party.

15. **Amendments to Agreement.** This Agreement shall supersede any prior oral or written understandings or communications between the parties related to the Grant and constitutes the entire agreement between the parties with respect to the Grant awarded. The

terms of the Agreement may not be amended or modified, except in writing signed by both parties.

16. **Relationship of the Parties.** The nature of the relationship between the parties shall be that of independent contractors. The Agreement shall not be construed to contain any authority, either express or implied, enabling _____ to incur any expense or perform any act on behalf of the Authority.

17. **Responsibility for Work, Insurance and Indemnification.**

a. Beyond financial support for the Project, the Authority will have no obligation or responsibility for design, construction, maintenance or operation of the Project.

b. _____ is solely responsible for planning, design, construction and maintenance of the Project, including the selection and payment of consultants, contractors and materials.

c. _____ is solely responsible for ensuring compliance with the Pennsylvania prevailing wage law, if applicable.

d. The Authority will not provide any insurance coverage of any kind for the green infrastructure work of _____.

e. To the fullest extent permitted by law, _____, will defend, indemnify and hold harmless the Authority and its officers, agents and employees, from and against claims, damages, losses, liability and expenses whatsoever, including attorney's fees and related disbursements arising from or connected with the planning, design, construction, operation or maintenance of the Project.

18. **Governing Law.** This Agreement shall be governed by the law of the Commonwealth of Pennsylvania, without reference to its conflicts-of-laws principles.

19. **No Implied Waivers.** The Authority's failure to require strict performance in a particular instance shall not be deemed a waiver of any term or condition of this Agreement. To be effective, a waiver of any term of this Agreement must be in writing and signed by an authorized representative of the Authority.

20. **Severability.** The provisions of this Agreement shall be severable in the event that any of the provisions hereof are held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, and the remaining provisions shall remain enforceable to the maximum extent permitted by law. To the fullest extent permitted, the provisions of this Agreement shall be construed to give full effect to the intent manifested by any provision held invalid, void, or otherwise unenforceable.

21. **Counterparts.** This Agreement shall be executed in two counterparts, each of which shall be deemed an original, and proof of execution may be exchanged by digital means such as facsimile or electronically mailed .pdf files.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

WITNESS:

THE PITTSBURGH WATER AND SEWER
AUTHORITY

_____ By: _____

Print Name: _____

Title: _____

Date: _____

Approved as to form:

Solicitor

WITNESS:

_____ By: _____

Print Name: _____

Title: _____

Date: _____