

DWSD Green Stormwater Infrastructure Capital Partnership Program

Agreement

This Capital Partnership Agreement (“Agreement”) is made and entered into as of _____, 2018, by and between the City of Detroit (the “City”), acting through the Detroit Water and Sewerage Department (“DWSD”), having an office at 735 Randolph, Detroit, MI 48226, and _____, the property owner (the “Recipient”) of the property located at _____ (“Premises”).

RECITALS

WHEREAS, the DWSD established the Green Stormwater Infrastructure Capital Partnership Program (“GSI CPP”) to provide assistance to certain qualified property owners who desire to install green stormwater management practices (“GSI”) on their properties. The GSI CPP provides financial assistance to qualified property owners to build GSI to manage private property stormwater runoff where the City determines that the GSI offers cost savings to the City, achieves reduction of stormwater runoff, and provides environmental benefit;

WHEREAS, the objective of the GSI CPP is to partner with customers to reduce stormwater runoff that would otherwise have been discharged to the City’s combined sewer system;

WHEREAS, Recipient applied for and was awarded funds through the GSI CPP to design, construct and install GSI on a certain portion of the Premises and DWSD has determined that the Recipient’s approved application will meet the GSI CPP goals and provide significant benefit to the City;

NOW, THEREFORE, the parties, in consideration of the mutual agreements contained herein, agree as follows:

GENERAL OBLIGATIONS:

DESIGN AND CONSTRUCTION

1. Recipient covenants and agrees that it shall design, construct and maintain a [insert general description of the project] (the “Project”) in accordance with the more and as more fully described in the scope of work attached as Appendix # (“Scope of Work”).
2. All Recipient and contractor employees shall comply with all regulations, including safety, required by the City, State, Federal, or any other regulatory agencies for GSI design, construction, operation and maintenance.
3. Recipient must obtain all necessary permits for construction and operations of the Project.
4. Recipient acknowledges that all plans and specifications shall be designed, signed and sealed by a registered Professional Engineer or Landscape Architect currently licensed in the State of Michigan, and the signed and sealed final design/construction documents

together with any applicable calculations shall be submitted to DWSD for review and acceptance.

MAINTENANCE:

1. The maintenance period (“Maintenance Period”) shall begin and shall remain in effect for a period of twenty (20) years beginning on the date of the Final Acceptance from DWSD.
2. Recipient shall submit a Maintenance Plan at the time of the 100% design submittal, for review and acceptance by DWSD. The Maintenance Plan shall be for a period of twenty (20) years and shall include all maintenance requirements including labor, equipment, materials, and frequencies, for the Maintenance Period. The Maintenance Plan shall be incorporated into this Agreement and attached as Exhibit A.
3. Recipient agrees that during the Term of this Agreement and the Maintenance Period, it shall maintain the Project and keep it in good condition with full functionality for its intended purpose. Moreover, Recipient shall ensure that the Project shall be kept free and clear of any and all debris or obstructions that would impede the Project’s proper functioning.
4. Quarterly and yearly maintenance reports shall be maintained and submitted by Recipient to DWSD annually. These reports shall be submitted to DWSD in an agreed upon format and transmitted electronically in MS Word or MS Excel format.

DECLARATION OF RESTRICTIVE COVENANT:

1. A Declaration of Restrictive Covenant in the form provided to the Recipient by DWSD (the “Declaration”) shall be filed against such property with the Office of the Wayne County Register of Deeds. It shall be a condition of disbursement of any funds pursuant hereto that such Declaration of Restrictive Covenant shall have been recorded against the Property and evidence thereof shall have been provided to DWSD.

EASEMENT:

1. An Easement in the form provided to the Recipient by DWSD (the “Easement”) shall be filed against such property with the Office of the Wayne County Register of Deeds. It shall be a condition of disbursement of any funds pursuant hereto that such Easement shall have been recorded against the Property and evidence thereof shall have been provided to DWSD.

INVOICING AND REIMBURSEMENT:

1. DWSD shall remit to Recipient an amount not to exceed ----- thousand (-----.00) dollars (“Grant Award”) in full consideration for the satisfactory completion of the Project. The Grant Award shall be on a reimbursement basis.

2. Recipient shall submit invoices to DWSD for review and acceptance in accordance with DWSD protocols.

PROJECT CLOSE-OUT:

1. Recipient shall provide a Certification of Construction Completion at the close of the Project stating that the Project was built in accordance with accepted plans and specifications certified by the design professional on record.
2. DWSD shall issue a Final Acceptance Letter after the Project has been inspected and the final As-Built records have been submitted by the Recipient.
3. DWSD will not reimburse the last invoice until the Final Acceptance Letter has been issued.

PRESS AND NOTICES:

1. The Recipient and its officers, officers, employees, and agents shall indicate in any statements to the press or in any materials for publication in any media of communication (print, news, television, radio, Internet, etc.) that the Project was funded in part by DWSD as part of the CPP.
2. All notices to be sent in accordance with this Agreements shall be sent to the following addresses:

If to DWSD:

735 Randolph St.
Detroit, MI 48226

If to Recipient:

(Address of Recipient)

In WITNESS THEREOF, the individuals listed below are authorized to sign and execute this Agreement between their respective Agencies and Organizations, on the date appearing below their respective signatures.

The City of Detroit Water and Sewerage Department

By: _____

Name: _____

Title: _____

RECIPIENT

By: _____

Name: _____

Title: _____

STATE OF MICHIGAN)

)ss

COUNTY OF WAYNE)

The instrument was acknowledged before me in Wayne County, Michigan on _____ by _____

Notary Public, _____ County, Michigan

Acting in _____ County, Michigan

My Commission Expires: _____

Sample CPP Agreement 1-29-2019

Approved as to Form:

DWSD General Counsel

Date: _____

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