

## DOCUMENT APPROVAL FORM

THIS FORM MUST BE ATTACHED TO ALL DOCUMENTS SUBMITTED FOR THE MAYOR'S SIGNATURE, ROUTE AS LISTED BELOW.

## THIS DOCUMENT RECOMMENDED FOR MAYOR'S SIGNATURE

ORIGINATOR OF DOCUMENT	Metro Parl	ke
	SIGNATURE APPI	
AGENCY/DEPARTMENT DIREC		TOVALS
Seve Ghose	1	2 9/1/15
CHIEF FINANCIAL OFFICER		
COUNTY ATTORNEY		
CHIEF OF STAFF		
DOCUMENT NAME  MSD 2015	Metro parks Car	nopy Replacement
- Sammara Gradomina		
CONTACT PERSON		TELEPHONE
Nina Cassity		574-2757
DATE NEEDED ASAP	For Pick up X	To Be Mailed
DATE NEEDED ASAP  DATE APPROVED BY MAYOR		To Be Mailed  IONS FROM THE MAYOR

# Tree Partner MOA MEMORANDUM OF AGREEMENT

between the

#### LOUISVILLE AND JEFFERSON COUNTY METROPOLITAN SEWER DISTRICT

and

Louisville Metro	
pertaining to:	
2015 Metro Parks Canopy Replacement	
WITNESSETH:	
THIS AGREEMENT, made and entered between the Louisville and Jefferson Metropolitan Sewer District hereinafter referred to as "MSD") and Louisville Metropolitan Sewer District hereinafter referred to as "MSD".	
WHEREAS, MSD is a public body corporate and public body corporate organized p	oursuant to

WHEREAS, MSD is a public body corporate and public body corporate organized pursuant to KRS Chapter 76 of the Kentucky Revised Statutes, whose address is 700 West Liberty Street, Louisville, Kentucky whose primary responsibility is the regulation of public and private sewers and drains and the discharge of waste and waters into the sewer system, and who is authorized to provide for wastewater discharge permits and abatement of and liabilities and penalties for the violations of MSD's regulations and Metro Government ordinances;

WHEREAS, MSD has the statutory authority to undertake projects to improve the sewer and drainage system which includes the development and implementation of "green infrastructure" projects designed to minimize the inflow of storm water runoff into the combined sewer system;

WHEREAS, MSD as part of MSD's mission to improve water quality and protect public safety, MSD is responsible for sanitary sewer conveyance and treatment; storm water conveyance and management and flood protection for Louisville Metro. MSD maintains six regional wastewater treatment centers; 3,300 miles of sanitary and combined sewer; over 4,000 miles of storm sewer, creeks and channels; and, the community flood protection system.

WHEREAS, as per the terms of a federal consent decree between MSD and the Kentucky Environmental and Energy Cabinet's Division of Water; the U. S. Environmental Protection Agency and the U. S. Department of Justice, MSD is required to rehabilitate the Louisville Jefferson County Metro combined and sanitary sewer systems in order to greatly minimize the occurrence of combined sewer overflows and eliminate sanitary sewer overflows

WHEREAS, MSD is currently working to develop diverse green infrastructure applications in order to accomplish the mandates of the consent decree.

WHEREAS, one component of the consent decree is the implementation of a significant amount of green infrastructure projects which include pervious paving, usage of rain barrels, construction and development of bioswales, curb-line cutouts, conducting environmental education programs for schools and neighborhood groups and tree planting.

WHEREAS, as also required by the 2005 Consent Decree, AISD dedicated funding support fir a variety of tree planting projects. The Integrated Overflow Abatement Plan (10AP) AISD outlines A1SD's commitment to an Urban Reforestation tree planting schedule of 1,000 trees annually and concentrates within Combined Sewer Overflow boundaries of Louisville. The goal is to plant 14,000 trees by the year 2024.

WHEREAS, MSD's Urban Reforestation program allows for a variety of proposal scopes from planting bare root seedlings on public land to larger caliper trees on both public and private land. Bare root seedlings are smaller in size, inexpensive and the standard choice for re-vegetation of large areas in parks and floodplains.

WHEREAS, MSD is working with government agencies as well as public and private entities to develop partnerships to install and maintain green infrastructure components for the purpose of reducing storm water run-off to sewer systems and area creeks. This reduced run-off can be contained or absorbed into soils or tree root system which, in turn, proportionately reduces the amount of water that could be discharged into the system which minimizes the risk of combined or sanitary sewer overflows;

WHEREAS, MSD is also partnering with these entities to develop and implement demonstration projects that can serve as both actual displays of green construction and component projects and examples to the community as a whole as to the importance of green infrastructure and best management practices;

WHEREAS, pursuant to the terms of	of this agreement,	Louisville Metro will be the primary
program manager for this specific to	ree planting proposal	. MSD will pay the costs associated
with Louisville Metro staff in the s	uccessful and timely c	ompletion of this program.
WHEREAS, MSD has budgeted \$	95,000 for the tree p	project.

for the tree project.

NOW THEREFORE, in consideration of these promises and mutual covenants contained herein, the parties agree as follows: 1. PARTIES: The parties to this agreement are MSD and \_\_\_\_ 2. SCOPE OF SERVICES: The attached project proposal and supporting documentation, referred to as Exhibit One, is incorporated herein and made a part of this agreement by reference. Exhibit One describes the purpose of the project, the objectives, methodology, schedule, location and costs. It shall also require annual reporting for EPA/Consent Decree Reporting as to species location, condition, size, planting date, and maintenance required for survival such as watering and possible replacement as well as obligations of MSD. Project reports shall be submitted annually to MSD Regulatory Services in the form of a Geo database/Shape file which will include the plant species (both botanical and common), size, date planted, growth and condition, Tree species must be selected from the Metro Department Planning and Design Services Land Development Code Appendix 10A Preferred Plant List. 3. MAINTENECE AND APPROVAL: Pursuant to the provisions of the Scope of Services, all maintenance and monitoring activities shall be approved by MSD. 4. OWNERSHIP: Exhibit One spells out the management duties and responsibilities of MSD \_\_\_. Unless specified differently in Exhibit One, ownership of and liability for the trees will vest in the owner of the property where the trees are planted. If the trees are planted on publicly owned property, then ownership will vest with Louisville and Jefferson County Metropolitan Government. 5. COST and PAYMENT: \$ will be the specific cost of the trees listed in Exhibit One, however the cost of trees will not exceed a unit cost of \$240 per tree. 6. PERIOD OF PERFORMANCE: The effective dates for this MOA will be for the period through \_\_\_\_\_\_. This agreement shall not be modified except by of January 1, 2016 the written agreement of all parties. 7. CAUSES AND TERMINATION: Either party may terminate this contract without cause after thirty days written notice, or for cause at any time. 8. ASSURANCES AND REPORTING **REQUIREMENTS:** MSD and Louisville Metro shall comply with all assurances and reporting requirements specified in the Exhibit incorporated into this agreement by reference. Additionally, Louisville. and Jefferson County Metro Government Public Works/Parks etc. if applicable, MSD and Louisville Metro will produce a joint annual report and audit detailing progress and actual costs related to the governing boards and bodies of the three partners. These audits will also be presented to the Kentucky Division of Water and the U. S. Environmental Protection Agency to confirm compliance with this green component of the federal consent decree.

and purchasing policy relating to nondiscrimination.

9. MISCELLANEOUS: All parties to this agreement shall comply with MSD's procurement

### RECOMMENDED FOR APPROVAL:

LOUISVILLE AND JEFFERSON COUNTY METROPOLITAN SEWER DISTRICT	Louisville Metro Government	
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Greg Heitzman, P.E. Executive Director	Signer: Title: Greg Fisher - Mayor	
REVIEWED FOR FORM AND LEGALITY:		
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MSD Attorney	Date	