

## **FISK UNIVERSITY GREEN ROOF PARTICIPATION AGREEMENT**

THIS AGREEMENT is entered into by and between **FISK UNIVERSITY**, hereinafter known as "**FISK**", and The Metropolitan Government of Nashville and Davidson County acting through the Metropolitan Department of Water and Sewerage Services, hereinafter known as "**METRO**".

**WHEREAS**, **METRO** owns and operates a combined sewer system located in the Schrader basin with combined flow directed to the Central Water Reclamation Facility and a combined sewer outfall during heavy rain conditions; and,

**WHEREAS**, both **FISK** and **METRO** desire to provide improved green stormwater infrastructure to reduce the load to the combined sewer system resulting in a reduction in the potential for localized storm flooding for **FISK'S** proposed development; and,

**WHEREAS**, **FISK** has been approved to construct its development ALLIED SCIENCE BUILDING; known as Stormwater Grading Permit. 2022086190, and,

**WHEREAS**, the provision of such green stormwater infrastructure will directly benefit both parties and the general community of Nashville and Davidson County, Tennessee; and

NOW, THEREFORE, DEVELOPER AND METRO AGREE AS FOLLOWS:

### **I. SCOPE OF WORK:**

A project consisting of an 11,440 square foot level 4 green roof. A level 4 green roof is the thickest green roof design in Metro's Low Impact Development manual and has a minimum soil media thickness of nine inches. This type of green roof receives the highest runoff reduction credit in Metro's regulations and will be the most effective at reducing water to the combined sewer. The thick media also supports a wider range of plants species than other types of green roofs.

### **II. PAYMENT TERMS AND CONDITIONS:**

- A. **FISK** will contract and oversee construction of this project, and the green roof design shall meet all METRO specifications and requirements in METRO's Stormwater Management Manual.
- B. **METRO** will inspect the construction and **FISK** will be responsible for ongoing operation and maintenance.
- C. **METRO's** level of participation is based on a determination by METRO that the project will benefit overall systemic needs. For this specific project, **METRO's** level of participation will be \$150,000 as a contribution towards these improvements.
- D. This agreement is subject to the approval through Ordinance (three readings) of The Metropolitan Council of Nashville and Davidson County and will be null and void if the project is not completed by July 1, 2026.
- E. This project must be constructed or obligated for this Funding Agreement to become binding on either party.

### **III. FUTURE AMENDMENTS:**

Any future amendments to this agreement shall be approved by resolution of the Metropolitan Council.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

RECOMMENDED BY:

Signed by:

Scott Potter/HL

Director Metropolitan Department of Water and Sewerage Services

APPROVED AS TO AVAILABILITY OF FUNDS:

Signed by:

Jenneen Reed/mjw

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Director of Finance

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:

Lora Fox

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Metropolitan Attorney

THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY:

Metropolitan Mayor

ACCEPTED BY:

Dr. Agenia W. Clark, President

Sworn to and subscribed to before me, a Notary Public,

11<sup>th</sup> day of June

by Dr. Agenia W. Clark

Fisk University and duly authorized to execute this  
instrument on Fisk's behalf.

[Signature]

Notary Public



My Commission Expires: Aug. 20, 2025

ATTEST:

Metropolitan Clerk

Date: \_\_\_\_\_