

CITY OF WILLIAMSPORT, PA RESOLUTION

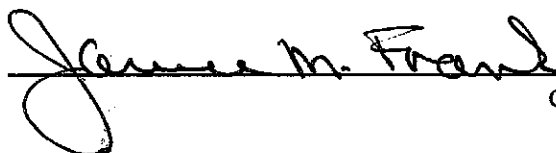
RESOLUTION # 8961

DATE 12-12-19

TITLE

**A RESOLUTION AUTHORIZING THE SIGNATURE OF THE
AGREEMENT FOR THE TREEVITALIZE GRANT**

BE IT HEREBY RESOLVED that the City Council of the City of Williamsport authorizes the Mayor and City Controller to execute the Treevitalize Grant Award Agreement with the Pennsylvania Urban & Community Forestry Council through DCNR for the 2020 TreeVitalize Program to plant 80 street trees in various locations in the City of Williamsport.



City Clerk

Approved



President

Memorandum



To: Mayor Gabriel J. Campana and Members of City Council

From: Adam L. Winder

Date: December 6, 2019

Re: TreeVitalize Grant

Attached for your review and approval is the application from the Pennsylvania Urban & Community Forestry Council for the Treevitalize Grant in the amount not-to-exceed \$7,792.00. In July of 2019, the city submitted a grant application to DCNR, Resolution #8914, seeking funding to purchase and plant street trees in the City of Williamsport.

The grant requires a 100% match by the City, which will be accomplished by in-kind services such as city labor and volunteer efforts. The planting of 80 trees will take place in April.

The planting sites are listed below and were selected because these streets were recently reconstructed and have the appropriate tree planting space. The locations include:

Baldwin Street from Huffman Avenue to Eldred Street
Campbell Street from High Street to Memorial Avenue
Brandon Park
Little League Boulevard

We are requesting that action be taken by City Council on this resolution on Thursday, December 12, 2019.

Attachments



November 5, 2019

Mr. Adam Winder
City of Williamsport
245 West Fourth Street
Williamsport, PA 17701

Dear Mr. Winder,

TreePennsylvania, and the TreeVitalize® program, are pleased to inform you of the City of Williamsport's 2020 tree planting grant in the amount of \$7,792.00. These funds are to assist with planting 80 trees throughout the City. TreeVitalize is a partnership between TreePennsylvania and the Pennsylvania Department of Conservation and Natural Resources to support urban and community forests in Pennsylvania communities.

The attached Grant Award Agreement and Certification Agreement Form outlines the responsibilities of both parties and must be signed and returned within two (2) weeks of receipt. The grant award for this project will be provided in full upon the successful completion of the project and approval of a final report.

All relevant information concerning grant terms, payment, and the grant project teams' contact information can be found in the Grant Award Agreement. The grant number associated with this project is TV2020/TP03; please use this in all future communication referencing this project.

Again, congratulations on the City of Williamsport's new TreeVitalize grant and I look forward to working with you in the future. Please feel free to contact me via phone (717/599.8650) or email (grants@treepennsylvania.org) with any questions about this grant award.

Sincerely,

Jessica M. Cavey
Program Director
TreePennsylvania/Pennsylvania Urban & Community Forestry Council

2020 TREEVITALIZE GRANT AWARD AGREEMENT
Tree Planting Grant

This Agreement, made **November 5, 2019** by and between the **TreePennsylvania/ThePennsylvania Urban & Community Forestry Council**, hereafter referred to as the "Grantor" and **City of Williamsport**, located in the County of Lycoming, hereafter referred to as "Grantee".

WHEREAS the PA Department of Conservation and Natural Resources, has developed an urban tree planting initiative under the TreeVitalize program for the purpose of increasing tree canopy cover statewide and providing grants for the planting of trees;

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

1. Grantee agrees to perform the work in accordance with the terms and conditions set forth in the grant application approved by the Grantor.
2. Grantee agrees to adhere to the TreeVitalize® Style Guide, provided under separate cover.
3. Grantee agrees to obtain written approval from the Grantor to revise any provisions of the grant application.
4. Grantor agrees to pay the Grantee an amount not to exceed **\$7,792.00**.
5. Grantee agrees to provide a 1:1 match of any combination of cash and in-kind (non-cash) contributions.
6. Grantor and the Grantee agree to the following payment schedule: 100% (**\$7,792.00**) of the grant amount upon execution of this grant award agreement and certification agreement, and upon satisfactory completion of the project and submission and approval of close out materials.
7. Grantee agrees to submit documentation of the grant match and receipts for expenditures incurred as evidence of satisfactory completion of the project.
8. Grantor reserves the right to terminate the agreement in whole or in part, at any time before the completion date if it is determined that the Grantee has violated the terms of this agreement or the provisions of the grant application.
9. Grantee agrees to immediately return grant funds along with any interest earned to the Grantor if the project cannot be implemented on schedule.
10. Grantee agrees to request a contract extension, in writing, if unforeseen delays prevent the completion of the project by the agreed upon completion date listed below. *A maximum of one extension request, not to exceed six (6) months, will be considered.*
11. Grantee agrees to maintain records pertaining to the project for a period of three years and to make such records available to the Grantor or the PA Department of Conservation and Natural Resources upon request.
12. Grantee agrees to indemnify and hold harmless for any loss or claims that may arise in the execution of this project the Grantor or the PA Department of Conservation and Natural Resources, and further agrees to carry out the project in accordance with all applicable federal and state laws.
13. Grantee agrees to submit required closeout documents to Grantor within 45 days of project completion. Failure to comply with closeout requirement will delay and possibly forfeit the the grant

award. Delinquency of closeout material may also affect future grant rankings through TreeVitalize program.

14. The grant term for this project is January 1, 2020 – December 31, 2020. Previously approved expenditures related to this specific project occurring *within the timeframe of this grant* are permissible.
15. Grantee agrees to return a fully executed copy of this Grant Award Agreement within two (2) weeks of receipt or risk forfeiture of this grant award in its entirety.

Grant Project Team & Contact Information

Grant Management and Administration

questions related to grant award, grant payments, grant terms, final report requirements, etc.

Jessica Cavey, Program Director

TreePennsylvania/Pennsylvania Urban and Community Forestry Council

Phone : 717/599.8650

Email: grants@treepennsylvania.org

Project Technical Assistance Team

questions related to project plan and implementation

DCNR Bureau of Forestry - District Service Forester

Jason Smith - District #12

Phone : 570/753.3196

Email : jasonsmith@pa.gov

PSU Extension Forester

Vincent Cotrone, Penn State Cooperative Extension Urban Forester

Phone: 570/825.1701

Email: vjc1@psu.edu

TreeVitalize Tree Canopy Coordinator

Mark Hockley

Phone: 717/214.7511

Email: c-mhockley@pa.gov

TreeVitalize Community Engagement Coordinator

Shea Zwerver

Phone: 717/346.9583

Email: c-szwerver@pa.gov

Signatures below by both the Grantee and the Grantor identify acceptance and understanding of the above terms and conditions.

Grantee (City of Williamsport)

Gabriel J. Campana, Mayor

Margaret J. Woodring, City Controller

Printed first and last name and title of responsible party representing the Grantee

Signature of above

Attest:

24-6000719

Grantee Federal ID Number

Janice M. Frank, City Clerk

Date

Grantor (TreePennsylvania/Pennsylvania Urban and Community Forestry Council)

Jessica Cavey, Program Director

Date

Pennsylvania Urban and Community Forestry Council

Grantee has two (2) weeks from receipt of this agreement to electronically (or print and scan) sign this form and submit a signed copy to:

Jessica Cavey, Program Director

TreePennsylvania/Pennsylvania Urban & Community Forestry Council

grants@treepennsylvania.org

CERTIFICATION

By signing this Form, I certify that to the best of my knowledge the information provided on this form and all related Application Attachments/Supplements are true and correct:

To the best of the Applicant's Knowledge:

1. All property to be developed or improved with DCNR Grant funding must be owned or controlled by the Applicant or sub-grantee. Should the property be leased, the Applicant or subgrantee must have control of the property(ies) for a minimum of 25 years. The term "Applicant" as used below refers to the Applicant as Grantee if awarded a grant.
2. The property/site used for this project will only be used as described in the grant application approved by DCNR. The Applicant shall keep the site open and accessible to the public at reasonable times of the year, consistent with the nature of the site.
3. The Applicant will be responsible for the proper maintenance of the trees planted.
4. The Applicant shall comply with the requirements and guidelines of the Americans with Disability Act of 1990 and the Architectural Barriers Act of 1968.
5. The Applicant shall insure that no person will be denied access to or use of the site on the basis of race, color, religion, ancestry, income, national origin, age or sex. The Applicant shall not discriminate in making the site, as well as reservation, membership or permit systems for use of the site, available to all persons, regardless of residency.
6. Any and/or all wetland areas located on the property to be acquired/developed have been identified and will be protected in accordance with applicable state/federal laws and regulations.
7. The property to be acquired/developed has not been used for storage/disposal of toxic chemicals/waste and is not affected by such a site.
8. The Applicant is not under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority.
9. The Applicant is not delinquent in the payment of any Commonwealth obligation, including taxes.
10. The proposed project is not in violation of the Governor's Executive Order 2003-2 for the preservation of "Prime Agricultural Lands."
11. The Applicant has assessed what administrative, cash, and/or non-cash needs will be required to provide the local match for the requested grant herein applied and affirms that the match is available and the Applicant has the capacity to proceed with the project.
12. If "In-kind Services" are used as a portion of the required match, the in-kind service rates do not exceed the Organization's normal billing rates and do not include food, drinks, gifts, and other hospitality items related to the general promotion of the organization or the promotion of any projects that the organization is involved in;
13. No Grant Funds or costs related to fund raising and/or lobbying government officials for the benefit of the organization, in general or for any specific projects, are included in the Budget/Cost Estimate.

(Signature – of Official Signing for Applicant) (Title)

(Date)