

Funding Agreement

Private Property Infiltration and Inflow Reduction Agreement

This Agreement is made between the Milwaukee Metropolitan Sewerage District (District) with its principal place of business at 260 West Seeboth Street, Milwaukee, Wisconsin 53204-1446 and the City of West Allis (Municipality), with its municipal offices at 7525 West Greenfield Avenue, West Allis, Wisconsin 53214.

WHEREAS, Wisconsin law, through Section 66.0301 Stats., authorizes any municipality to enter into an intergovernmental cooperation agreement with another municipality for the furnishing of services; and

WHEREAS, the District is responsible for collecting and treating wastewater from the Municipality's locally owned collection system; and

WHEREAS, the Municipality's sewers collect wastewater from lateral sewers located on private property and owned by private property owners; and

WHEREAS, during wet weather events stormwater enters lateral sewers through defective pipes and leaky joints and connections ("infiltration) and stormwater also enters lateral sewers from foundation drains, improper connections and other sources ("inflow"); infiltration and inflow increases the amount of wastewater that the District must collect and treat; and

WHEREAS, during wet weather events infiltration and inflow ("I/I") into privately owned sewers contributes to the risk of sewer overflows; and

WHEREAS, the District wishes to fund measures to reduce I/I from private property.

Now, therefore, for the consideration of the mutual promises made by the parties to this Agreement, the parties agree as follows:

1. Date of Agreement

This Agreement becomes effective immediately upon signature by both parties and shall end when the Municipality receives final payment from the District; or when this Agreement is otherwise terminated as set forth herein.

2. District Funding

The District shall reimburse the Municipality for \$150,000 in costs for the private property I/I control work described in Attachment A ("the Work"). The District funding shall be provided as a reimbursement upon completion of the Work. Beyond the financial support for the Work, the District shall have no involvement in ownership, construction, maintenance or operation of the Work. The Municipality shall identify the District as a funder in informational literature and signage.

3. Procedure for Payment

Upon completion of the Work, the Municipality shall submit the Deliverables required by Appendix A. Together with the Deliverables, the Municipality shall submit an invoice to the

District for the amount to be reimbursed. The invoice should include a documentation of all costs to be reimbursed. Invoices from consultants shall provide the hourly billing rates, if applicable, the hours worked by individuals, and a summary of the tasks accomplished.

Reports and invoices shall be submitted to:

Jerome Fogel, P.E.
Senior Project Manager
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, WI 53204 – 1446

No reimbursement will be provided until the project is complete and the Deliverables have been received.

4. Changes in Work and Modifications to the Agreement

Any changes to the Work must be approved by the District, in writing, in advance. The District may not reimburse for work that is not included in Attachment A unless prior written approval from the District is obtained.

This Agreement may be modified only by a writing signed by both parties.

5. Ongoing Reporting Obligation

For a period of five years following the completion of the Work, the Municipality agrees to report to the District any problems which may arise with the completed Work. This information may be used by the District in planning future I/I reduction efforts.

6. Permits, Certificates and Licenses

The Municipality is solely responsible for ensuring compliance with all federal, state and local laws requiring permits, certificates and licenses required to implement the Work.

7. Public Bidding

In addition to the statutory requirements applicable to the Municipality, any work done and any purchases of materials and supplies involving an expenditure of greater than \$25,000 shall be subject to public bidding, with a contract awarded to the lowest responsible bidder complying with the invitation to bid.

8. Responsibility for Work, Insurance and Indemnification

The Municipality is solely responsible for planning, design, construction and maintenance of the Work, including the selection and payment of consultants, contractors, and materials. The Municipality is solely responsible for ensuring compliance with Wisconsin prevailing wage law.

The District shall not provide any insurance coverage of any kind for the Work or the Municipality.

The Municipality shall defend, indemnify and hold harmless the District and its Commissioners, employees, and agents against any and all damages, costs, liability and expense

whatsoever (including attorneys fees and related disbursements) arising from or connected with the planning, design, construction, operation or maintenance of the Work.

9. Terminating the Agreement

The District may terminate this Agreement at any time prior to commencement of the Work. After the Work has commenced, the District may terminate the Agreement only for good cause, such as, but not limited to, breach of agreement by the Municipality. The Municipality may terminate the Agreement at any time, but will not receive any payment from the District if the Work is not completed.

10. Exclusive Agreement

This is the entire Agreement between the Municipality and the District regarding reimbursement for Work.

11. Severability

If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in effect.

12. Applicable Law

This Agreement is governed by the laws of the State of Wisconsin.

13. Resolving Disputes

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Milwaukee County. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If the dispute is not resolved within 30 days after it is referred to the mediator, either party may take the matter to court.

14. Notices

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- when delivered personally to the recipient's address as stated on this Agreement;
or
- three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement.

15. No Partnership

This Agreement does not create a partnership relationship nor give the Municipality the apparent authority to make promises binding upon the District. The Municipality does not have authority to enter into contracts on the District's behalf.

16. Assignment

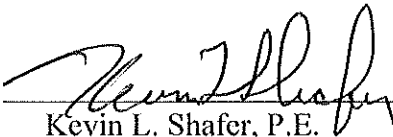
The Municipality may not assign any rights or obligations under this Agreement without the District's prior written approval.

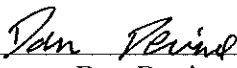
17. Public Records

The Municipality agrees to cooperate and assist the District in the production of any records in the possession of the Municipality that are subject to disclosure by the District pursuant to the State of Wisconsin's Open Records Law, §§19.31-19.39, Wis. Stats. The Municipality agrees to indemnify the District against any and all claims, demands, and causes of action resulting from the Municipality's failure to comply with this requirement.

MILWAUKEE METROPOLITAN SEWERAGE DISTRICT

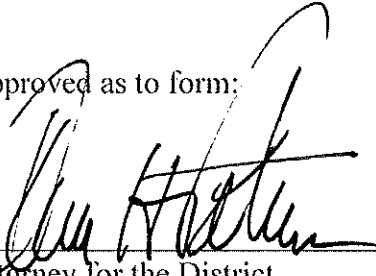
CITY OF WEST ALLIS

By: 
Kevin L. Shafer, P.E.
Executive Director

By: 
Dan Devine
Mayor

Date: 2/16/12

Date: 1/17/12

Approved as to form:

Attorney for the District

Attachment A

This project involves sanitary sewer lateral lining and the installation of sump pumps in homes with foundation drains currently connected to the sanitary sewer in sewershed WE3017. The work is planned to be completed using funding from a CDBG Grant, City Sanitary Sewer Funds and funding from the MMSD's PP/II program. The MMSD PP/II program will pay specifically for the installation of sump pumps. Due to the fixed value of the CDBG funding, the City intends to also utilize PPI/I funding for costs associated with CIPP lining rehabilitation of laterals that arise due to resident participation beyond anticipated levels. MMSD funds associated with lateral CIPP lining will be limited to rehabilitation tasks only. Any proposed modifications will be submitted according to the terms of the Funding Agreement. The project is being publicly bid by the City.

The project is located in sewershed WE 3017, which has been identified by MMSD as being in a non-compliant metershed. The area for the work has several recurrent basement backups due to excessive clear water entering the system.

The City has been monitoring flows from this area from July of 2010 through July of 2011. A flow meter will be reinstalled after the work has been completed to measure the reduction in flows.

The City estimates that sump pumps will be installed on 37 homes. The work is to be completed by summer 2012.

The Deliverables are as follows:

1. Outline of project report with designations for responsible parties for collecting and reporting on results, performance, progress, and lessons learned.
2. Map of participating homes with electronic data base format of associated information including without limitation: property tax i.d., address, and column categories of work performed by property including lateral lined, cleanout installed, sump pump installation, section repair, etc.
3. Public Involvement/Public Education program outline with a copy of distributed materials and promotional efforts.
4. Final version of project contract documents including but not limited to plans, specifications, and bidding documents.
5. Pre-work flow monitoring data and analysis.
6. Notification of public and project meetings with inclusion of the District in participation thereof.

7. Progress reports on project activities and public involvement (PI) activities on a monthly basis or with pay reimbursement request, whichever occurs more frequently.
8. Inspection reports from the field engineer or municipal inspectors for work completed on a monthly basis or with expense reimbursement request, whichever occurs more frequently.
9. Photo documentation of project work in jpeg format on disc, jump drive or other format agreeable to both parties.
10. Quality control and quality assurance reports by the contractor and/or municipal inspector submitted on a regular basis as work progresses.
11. Summary report upon completion of the project summarizing quantifiable results of the completed work based on pre-work estimates, measurements, or data collected. The report shall include a specific section reporting on the results of not only the construction process but also the PI effort including follow up contact with residents in the project area as included in the PI plan. The report shall include specific details on the results of the efforts in planning that were intended to maximize efficiency and results as well as lessons learned throughout the project that may be applied in subsequent projects.
12. The City will be responsible for reporting post work flow monitoring data for at least 2 years post work or as long as data is available, whichever period is longer, and reporting on any problems with the work for 5 years.