

Funding Agreement WE08

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"); and

WHEREAS, 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 two years from the effective date (whichever occurs first), or when this Agreement is otherwise terminated as set forth herein.

2. District Funding

The District shall reimburse the Municipality for \$90,000 in costs for the private property I/I control work described in Attachment A ("the Work"). The Municipality is reimbursing homeowners for self-contracted work on a flat per unit basis as outlined in Attachment A. All costs exceeding the per unit reimbursement are the responsibility of the homeowner. The District funding shall be provided as a reimbursement to the Municipality upon submission of timely invoices. No reimbursement shall be made for expenses incurred prior to completion of this agreement. The Municipality shall identify the District as a funder in informational literature and signage.

3. Procedure for Payment

The Municipality shall submit an invoice to the District for the amount to be reimbursed. Invoices should be submitted within a reasonable period of time of the expenses being incurred. All invoices shall be received prior to expiration of this agreement. The invoice should include

documentation of all costs to be reimbursed. Invoices and supporting documentation shall be submitted through the District eBuilder online application.

Questions relating to expenses and invoicing shall be directed to:

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

Final reimbursement will not be provided until the project is complete and the Deliverables (Attachment B) 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 written document 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

The intent and objectives of the Public Bidding process are being met for this scope of work by the Municipality by limiting reimbursement for homeowner contracted work to a flat per unit basis that is significantly below market value of the work. The homeowner is responsible for all costs exceeding the per unit reimbursement rate.

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 attorney's 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: _____
Peter Daniels, P.E.
City Engineer

Date: _____

Date: _____

Approved as to form:

Attorney for the District

Attachment A

Each year City staff encounters situations on private property where the property owner as well as the sanitary system would benefit from the installation of a sump pump and/or the rehabilitation of the sanitary service lateral. With the ability to incentivize private construction with partial reimbursement to the property owner, many of these situations can be rectified.

The proposed work may occur on any residential property within the entire City of West Allis. Homeowners request participation in the West Allis program. West Allis staff determines if the request meets the requirements of the program. All work completed and requested for reimbursement by the homeowner is reviewed and determined by West Allis staff to be eligible for reimbursement by meeting the restrictions and requirements of the West Allis program and the MMSD funding agreement. Proposed work includes full sanitary lateral rehabilitation and the installation of sump pumps in properties with foundation drains currently connected to the sanitary sewer or properties that City staff determines contribute excessive clear water from the sanitary service. The construction work is partially funded by MMSD's PP/II Program based on the following flat unit rates:

- Sanitary lateral rehabilitation or replacement: \$4,000 maximum each
- Foundation drain disconnection (FDD) and sump pump installation: \$1,750 maximum each
- Storm lateral installation as part of FDD work: \$1,000 maximum each

The flat unit rate reimbursement values are based on eight years of data and experience through the West Allis local program. The reimbursement rates have been adjusted downward regularly during the term of the local program reflecting the benefits of competition and increased efficiency in completing the work. The reimbursement rates are sufficiently below market value for the work to provide incentive for the homeowner to complete the work while insuring the Municipality and the District will receive consistent value for the work completed without overpaying since the homeowner will have responsibility for part of the cost. This process relieves the homeowner of the burden of soliciting and evaluating competing quotes for the work. Solicitation and evaluation of multiple quotes has been demonstrated to be an unrealistic expectation of homeowners while being administratively unmanageable.

Work QA/QC is facilitated through the permitting and inspection process of the Municipality. The District accepts the City inspection report and permit closure as proof of satisfactory completion of the work.

Attachment B

Deliverables

The City will provide the following to the District for expenses to be considered reimbursable for completed work:

1. Property tax i.d., and address of project property.
2. Property owner and owner address if different from property address.
3. Samples of all public involvement/public education documents.
4. Photo documentation of project work in jpeg format on disc, jump drive or other format agreeable to both parties.
5. Invoices for work completed with sufficient detail to determine compliance with City spec/ordinance and MMSD rules/PPI/I guidelines including the contractor's invoice for completed work, the homeowner application/agreement, and correspondence between the City and homeowner.
6. Quality control and quality assurance reports by the contractor including pre and post work CCTV if applicable.
7. City inspection and permit closure report.