

Funding Agreement

Green Solutions for Separate Infrastructure and Sewer Separation (GS for SISS)

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 **Public Entity** (Municipality), with its offices at Address.

WHEREAS, Wisconsin law, through Section 66.0301 Stats., establishes that a "municipality" means the state or any department or agency thereof, or any city, village, town, county, school district, public library system, public inland lake protection and rehabilitation district, sanitary district, farm drainage district, metropolitan sewerage district, sewer utility district, solid waste management system created under s. 59.70 (2), local exposition district created under subch. II of ch. 229, local professional baseball park district created under subch. III of ch. 229, local professional football stadium district created under subch. IV of ch. 229, local cultural arts district created under subch. V of ch. 229, long-term care district under s. 46.2895, water utility district, mosquito control district, municipal electric company, county or city transit commission, commission created by contract under this section, taxation district, regional planning commission, housing authority created under s. 66.1201, redevelopment authority created under s. 66.1333, community development authority created under s. 66.1335, or city-county health department; and

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 locally owned collection systems in its service area; and

WHEREAS, during wet weather stormwater enters the District's sewer system (the "System") from combined sewers or from sanitary sewers with inflow and infiltration; and

WHEREAS, the District seeks to preserve capacity for wastewater by encouraging sewer separation and capture of stormwater through green infrastructure; and

WHEREAS, the District wishes to fund measures by the Municipality to separate combined sewers or to install green infrastructure.

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 \$_____ in costs for the work described in Attachment A (“the Work”). The District funding shall be provided as a reimbursement upon submission of an invoice, documentation of costs, and execution of a Conservation Easement {for Green Infrastructure 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. Location of the Work

The Work shall be located at {insert description of property, including address and tax key if available} (“the Property”).

4. Procedure for Payment

Upon completion of construction, 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:

Tom Chapman, P.E.
Section Manager - Watercourse
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 Conservation Easement has been executed.

5. 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.

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 selection of professional service providers must be performed in accordance with the Municipality's ordinances and policies. All non-professional service work (i.e. construction, sewer inspection, post-construction restoration) must be procured in accordance with State of Wisconsin statutes and regulations and in accordance with the Municipality's ordinances and policies. Whenever work valued over \$25,000 is procured without the use of a public sealed bidding process, the District may request and the Municipality must provide an opinion from a licensed attorney representing the Municipality stating that the procurement is in compliance with State of Wisconsin law and Municipal ordinances.

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. Conservation Easement {For Green Infrastructure Projects}

Municipality covenants to keep the Work intact and fully functioning for a period of 10 years from the date installation is completed. Municipality shall undertake any maintenance activities necessary to keep the Work functioning as intended. This obligation shall be ensured by execution of a Conservation Easement in favor of the District, to be executed upon completion of construction and in effect for a term of 10 years. Municipality must provide to the District:

- A Legal Description for the real property where the Work will be located.

- A Baseline Report as described in the GS for SISS Guidelines document located on the District website including the location and functionality of the Work.
- Authorized names and titles for the signature block of the Conservation Easement.

The District shall take responsibility for drafting and recording the Conservation Easement.

11. Exclusive Agreement

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

12. Severability

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

13. Applicable Law

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

14. 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.

15. 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.

16. 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.

17. Assignment

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

18. 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

MUNICIPALITY

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

By: _____
Name
Mayor (or Village Manager)

Date: _____

Date: _____

Approved as to form:

Attorney for the District

Attachment A

Green Solutions for Separate Infrastructure and Sewer Separation (GS for SISS)

Introduction paragraph.

Description of Work:

What is the work?

Location of Work:

Where is the work?

Budget:

What is the budget?

Schedule:

What is the schedule?

Procurement:

How will the work be performed?

Data Collection, Results and Signage/Public Notice:

What data will be collected and what are the anticipated results?

Lessons-learned, barrier or obstacle identification, or regional implementation issues.

Wherever practicable, project sponsors must permanently post educational signage. In addition, municipalities will post a photograph and short description of the project and its benefits in public newsletters and/or on the internet.