



Green Solutions Funding Agreement

Project Name

Project Number

This Agreement is between the Milwaukee Metropolitan Sewerage District (District) with its principal place of business at 260 West Seeboth Street, Milwaukee, Wisconsin 53204-1446 and the [Municipality] ([Municipality]), with its principal place of business at [Address], Wisconsin [ZIP].

WHEREAS, Wisconsin law authorizes any municipality to establish an intergovernmental cooperation agreement with another municipality for the furnishing of services (Wis. Stat. sec. 66.0301); and

WHEREAS, the District is responsible for collecting and treating wastewater from locally-owned sewerage systems in the District's service area; and

WHEREAS, during wet weather, stormwater enters the sewerage system, increasing the volume of wastewater the District must collect and treat; and

WHEREAS, during wet weather, stormwater directly enters surface water, increasing pollution levels in those waterways and increasing the risk of flooding; and

WHEREAS, green infrastructure, such as constructed wetlands, rain gardens, green roofs, bioswales, and porous pavement, reduces the volume of stormwater in the sewerage system and the amount of pollutants discharged to surface waters; and

WHEREAS, the District's wastewater discharge permit requires one million gallons per year of new green infrastructure retention capacity; and

WHEREAS, the District wants to expedite the amount of green infrastructure installed in its service area; and

WHEREAS, [Municipality] plans to install green infrastructure that supports the District's green infrastructure goals;

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 ends when [Municipality] receives final payment from the District or when the parties terminate this Agreement according to sec. 12 of this Agreement.

2. District Funding

The District will reimburse [Municipality] for the cost of the project described in the attached project description (Project), up to \$[Amount]. The District will provide funding after the District receives the Baseline Report and Conservation Easement.

3. Location of the Project

The Project is located at [location].

4. Baseline Report

After completion of the Project, [Municipality] will provide a Baseline Report using forms provided or approved by the District. The Baseline Report will include:

- (a) a site drawing, showing the Project as completed;
- (b) design specifications for the Project, including rainwater capture capacity (maximum per storm) and other information regarding runoff rate reduction or pollutant capture;
- (c) a legal description of the property where the Project is located;
- (d) photographs of the completed Project;
- (e) a maintenance plan;
- (f) an outreach and education strategy, including a description of events or activities completed or planned;
- (g) an itemization of all construction costs, with supporting documentation;
- (h) a W-9 Tax Identification Number form;
- (i) a Small, Veterans, Women, and Minority Business Enterprise Report; and
- (j) an Economic Impact Report, showing the total number of people and the estimated number of hours worked on design and construction of the Project by [Municipality]'s employees, contractors, consultants, and volunteers.

5. Procedure for Payment

[Municipality] will submit an invoice to the District for the amount to be reimbursed. The invoice will document all costs to be reimbursed. Invoices from consultants will provide: their hourly billing rates, if applicable; the hours worked, by individual; and a summary of the tasks accomplished.

[Municipality] will send the Baseline Report and the invoice to:

Thomas Chapman, P.E.
Section Manager - Watercourse
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, WI 53204 – 1446

The District will not provide reimbursement until the Project is complete and the District has received all required deliverables.

6. Changes in the Project and Modifications to the Agreement

Any changes to the Project must be approved by the District in writing in advance. The District will not reimburse for work that is not described in the original project description unless [Municipality] obtains prior written approval from the District.

7. Modifications to this Agreement

Any modifications to this Agreement will be in writing and signed by both parties.

8. Project Maintenance

[Municipality] will maintain the Project for at least ten years. If the Project fails to perform as anticipated or if maintaining the Project is not feasible, then [Municipality] will provide a report to the District explaining the failure of the Project or why maintenance is not feasible. Failure to maintain the Project will make [Municipality] ineligible for future District funding until [Municipality] corrects the maintenance problems.

9. Permits, Certificates, and Licenses

[Municipality] is solely responsible for ensuring compliance with all federal, state, and local laws and any required permits, certificates, or licenses.

10. Public Bidding

[Municipality] must select professional service providers according to [Municipality]'s ordinances and policies. [Municipality] must procure all non-professional services, such as construction, sewer inspection, and post-construction restoration, according to State of Wisconsin statutes and regulations and [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 [Municipality] must provide an opinion from a licensed attorney representing [Municipality] explaining why the procurement complies with State of Wisconsin law and [Municipality]'s ordinances.

11. Responsibility for Work, Insurance, and Indemnification

[Municipality] is solely responsible for planning, design, construction and maintenance of the Project, including the selection of and payment for consultants, contractors, and materials.

[Municipality] is solely responsible for ensuring compliance with Wisconsin prevailing wage law.

The District will not provide any insurance coverage of any kind for the Project or [Municipality].

[Municipality] will defend, indemnify, and hold harmless the District and its Commissioners, employees, and agents against any and all damages, costs, liability, and expenses, including

attorney's fees and related disbursements arising from or connected with the planning, design, construction, operation, or maintenance of the Project.

12. Terminating this Agreement

The District may terminate this Agreement at any time before the commencement of construction. After the commencement of construction, the District may terminate this Agreement only for good cause, such as, but not limited to, breach of this Agreement by [Municipality]. [Municipality] may terminate the Agreement at any time, but will not receive any payment from the District if [Municipality] does not complete the Project.

13. Conservation Easement

After the completion of construction, the District must receive a Conservation Easement from the landowner. The extent of the Conservation Easement will be limited to the Project. The duration of the Conservation Easement will be ten years. The District will draft and record the Conservation Easement. [Municipality] will cooperate with the District to prepare the Conservation Easement.

14. Exclusive Agreement

This Agreement is the entire agreement between [Municipality] and the District.

15. Severability

If a court holds any part of this Agreement unenforceable, then the remainder of the Agreement will continue in effect.

16. Applicable Law

The laws of the State of Wisconsin apply to this Agreement.

17. Resolving Disputes

If a dispute arises under this Agreement, then the parties will try to resolve the dispute with the help of a mutually agreed-upon mediator in Milwaukee County. The parties will equally share the costs and fees associated with the mediation, other than attorney's fees. If the dispute is not resolved within 30 days after it is referred to the mediator, then either party may take the matter to court.

18. Notices

All notices and other communications in connection with this Agreement will be in writing and will 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.

19. Independence of the Parties

This Agreement does not create a partnership. [Municipality] does not have authority to make promises binding upon the District or otherwise have authority to enter into contracts on the District's behalf.

20. Assignment

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

21. Public Records

[Municipality] will produce 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, Wis. Stats. secs. 19.31 to 19.39. [Municipality] agrees to indemnify the District against any and all claims, demands, or 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]
[Title]

Date: _____

Date: _____

Approved as to Form

By: _____

Attorney for the District

Green Solutions Funding Agreement

Project Name

Project Number

Project Description

Budget

Schedule

Outreach and Education

[Municipality] will post educational signage at the Project site. This signage will acknowledge District funding for the Project. In addition, [Municipality] will describe the Project and its benefits in a community newsletter or web page.

Drawing