

Funding Agreement M10005WA03

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 Wauwatosa (Municipality) with its municipal offices at 7725 West North Avenue, Wauwatosa, Wisconsin 53213-0000.

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 increase 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 has established the Private Property Infiltration and Inflow Reduction Program (Program) to provide guidelines, requirements, and a funding structure for municipalities to complete I/I reduction work on private property through the District Private Property Infiltration and Inflow Policy (Policy); and

WHEREAS, the Municipality wishes to participate in the Program; with the District procuring contractors and consultants to perform private property I/I reduction work on the Municipality's behalf; and

WHEREAS, to support the Program The Water Council has provided funding to the District to support a pilot program for evaluating I/I using sample results and software developed by Aquapriori LLC, as described in Attachment C;

NOW, THEREFORE, in consideration of the mutual promises made by the parties to this Agreement, the parties agree as follows:

1. Term of Agreement

This Agreement becomes effective immediately upon signature by both parties and shall remain in effect until the earliest of (1) the Municipality receiving final payment from the District, (2) January 31, 2025, or (3) termination of this Agreement as otherwise set forth herein.

2. District Funding

The District shall reimburse the Municipality in an amount not to exceed \$41,140 for approved private property I/I costs incurred through the work described in Attachment A (“the Work”). Provided the Municipality is in compliance with the terms of this Agreement, the District funding shall be provided on a reimbursement basis in accordance with Section 8 below. No additional reimbursement will be made for costs incurred prior to August 28, 2023, or for costs that are not supported by documentation as outlined by this Agreement.

3. Program Publicity and Outreach Requirements

The Municipality shall identify the District as a funder in informational literature and signage relating to the Work. Samples of all public involvement/public education documents shall be provided to the District for review prior to being distributed to the public.

A minimum of a one (1) week notice of any public meetings shall be provided to the District. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five (5) days of the meeting.

4. RESERVED

5. RESERVED

6. RESERVED

7. RESERVED

8. Procedure for Reimbursement

The Municipality shall submit reimbursement requests to the District a minimum of two (2) times throughout this Agreement.

Each reimbursement request shall include:

- a. An invoice from the Municipality clearly stating the requested reimbursement amount;
- b. All Municipal reimbursement requests for expenses shall include supporting documentation of the purchases;
- c. All time and pay documentation for Municipality’s internal staff time that is being requested for reimbursement shall include hourly billing rates, hours worked by individuals, and a summary of the tasks completed;

Reimbursement requests should be submitted within a reasonable period of time of the costs being incurred. The initial reimbursement request shall be submitted prior to 50% of Work being completed. The final reimbursement request shall be submitted upon completion of all Work. All reimbursement requests must be received prior to the expiration of this Agreement.

Reimbursement requests and supporting documentation of costs shall be submitted through eBuilder. The corresponding deliverables shall be submitted as set forth in Attachment B. Questions should be directed to the District Project Manager (PM):

Rebecca Specht, P.E.
Senior Project Manager
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street.
Milwaukee, WI 53204-1446

Final payment will not be provided until the Work is complete and all deliverables set forth in Attachment B have been received.

9. Changes in Work and Modifications to the Agreement

Any proposed changes to the Work must be submitted to the District, in writing, in advance of the Work being completed. The District will not reimburse for Work that is not included in Attachment A (including all professional services and non-professional services contracts procured through the Work outlined in Attachment A) unless prior written approval has been requested from the District and approval has been obtained through the eBuilder change process.

This Agreement may be modified only in writing signed by both parties or through the eBuilder change process.

10. RESERVED

11. RESERVED

12. 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.

13. Insurance

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

14. 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.

15. Exclusive Agreement

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

16. Severability

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

17. Applicable Law

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

18. 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 thirty (30) days after it is referred to the mediator, either party may take the matter to court.

19. Notices

Unless otherwise set forth herein, 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 (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement.

20. 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 the authority to enter into contracts on the District's behalf.

21. Assignment

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

22. Public Records

If the State of Wisconsin's Open Records Law, Wis. Stat. secs. 19.31 to 19.39, requires disclosure of a record related to this Agreement, then the Municipality and the District will cooperate to produce the record.

Milwaukee Metropolitan Sewerage
District

City of Wauwatosa

By:

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

By:

John Ruggini, Finance Director

Date:

Date:

By:

Steven A. Braatz, Jr., City Clerk

Date:

By:

Dennis R. McBride, Mayor

Date:

Approved as to form:

Approved as to form:

Attorney for the District

Alan Kesner
Attorney for the Municipality

ATTACHMENT A
Municipality Work Plan



2022 PPII Work Plan

This checklist / template serves as the standard form for submitting a Work Plan to MMSD as a request to commit funds from your Municipal Funding Allocation Account to a project proposed for reimbursement through the MMSD PPII Reduction-M Program. If approved, the Work Plan will be the basis for a Funding Agreement between the municipality and MMSD. Please complete all fields comprehensively and submit this electronically-fillable-form and supporting document attachments via email.

I. CONTACT INFORMATION

Municipality	
Applicant Name: Bill Wehrley	Municipality: City of Wauwatosa
Mailing Address: 7725 W. North Ave, Wauwatosa WI 53213	
Phone #: 414-479-8929	Email: wwehrley@wauwatosa.net
Primary Contact: Bill Wehrley	Primary Contact email: wwehrley@wauwatosa.net
Primary contact phone #: 414-479-8929	
Consultant (if applicable)	
Firm: N/A	Consultant's PM's Name:
Consultant Email:	Consultant Phone number:

II. PROPOSED SCOPE OF WORK

1. What type of work will be included in this work plan application? Check all applicable.

- Planning Investigative Construction/Rehab Post Project Evaluation Training
 Other

2. What is the total value of the request by the municipality for funding through the PPII program for work outlined in this work plan?

\$ 41140

3. Provide the scope of work that will be included in this work plan.

Pilot project to determine the effectiveness of using Aquapriori technology from Finland to measure the amount of I/I in our sanitary sewer system.

City staff will perform all of the field investigations. This funding request will cover the cost of equipment and City staff time for a two year pilot project. We will be utilizing MMSD's software subscription to cover these costs.

Equipment and supplies are estimated at \$6,140

City staff time is estimated at \$17,500 each year for a two year pilot project equals \$35,000

Total cost is estimated at \$41,140

Testing would start in previously rehabbed area outlined in M10003WA06 and then progress to unrehabbed areas within to WA4001, WA4002, and WA4035 as resources, weather events, and timing allow.

4. What entity is responsible for each work scope item e.g. municipality staff, consultant, contractor, District, etc.

City staff will perform all of the field work and procure the required equipment as to complete field work.

The District will provide the training and the software license will do the data analysis to determine the amount of I/I.

5. What is the total number of properties in the project area?

1,200

6. What is the assumed number of participating properties?

1,200

7. What is your justification for the assumed participation rate?

- Prioritization of properties based on investigative work Assumed percent of total based on previous projects Existing ROE agreements
 Other (Fill in Blank): R&D

III. PROJECT AREA CHARACTERISTICS

1. What is the predominant age of the homes in the project area? <input type="checkbox"/> Pre 1940's <input type="checkbox"/> 1940 – 1960 <input type="checkbox"/> 1961-1980 <input type="checkbox"/> 1981-Present			
2. What is the average lot size within the project area?		0.25	<input type="checkbox"/> SF <input checked="" type="checkbox"/> Acres
3. In this area, is it typical that foundation drains are connected?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4. What sewershed(s) or metershed(s) is this project located in? WA3008, WA4001, WA4002, and WA4035 Testing could expand to other locations, city-wide, depending upon staff resources.			
5. Collection system characteristics in project areas:			
Approximate year sanitary sewer was installed: 1940-60	Host Pipe Material(s): <input checked="" type="checkbox"/> VCP <input type="checkbox"/> Cast-Iron <input type="checkbox"/> Asbestos <input type="checkbox"/> Ductile Iron <input type="checkbox"/> Concrete <input type="checkbox"/> PVC	Pipe Size(s): 8", 10", 12"	Pipe Shape(s): <input checked="" type="checkbox"/> Circular <input type="checkbox"/> Other
6. Within the project area, is the mainline rehabilitated?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide details on the year(s) the work was completed, the type and location of rehabilitation used, and if any rehabilitation of the sanitary sewer laterals within the ROW was completed. Not applicable to this work.			

7. Will public infrastructure work be contracted or completed with the private property work?

Yes No

If "Yes", provide details of the public work.

8. Include with your application, two maps; one of the limits of the sewershed(s) or metershed(s) the project is in, and one of the project limits. The maps shall meet the following requirements.

- Maps shall use a streets view as base map.
- Major street names shall be labeled and legible.
- Limits of the sewershed(s), metershed(s), and project limits shall be defined by a bold red line.
- A north arrow, legend, and scale shall be included.
- Maps shall be at a 3:4 aspect ratio
- Maps shall be submitted as PDF electronic files.

IV. PROJECT JUSTIFICATION

1. Has any planning and/or investigative work within the project area been completed to date? (i.e. Flow monitoring, interior home inspections, sewer CCTV, analysis of flooding/backup issues in the area, etc.) Yes No

If "Yes," was the work completed through a previous PPII funding agreement? Yes No

If the answer is "Yes" to both questions, describe the work completed and cite report names and funding agreement reference numbers the work was completed under.

If work was completed independent of the PPII program, included the report(s) with application in electronic format and list the name of the report in this section.

M10003WA06

2. Describe how the project area and approach was chosen and prioritized.

This is new technology that has not been implemented within the MMSD service area. One project area was chosen where grouting work has been completed under funding agreement M10003WA06. This project area was chosen due to historical work completed and the conditions of the neighborhood being conclusive to learning a new technology. The other project areas were chosen because peak wet weather flow limits are over allowed limits.

3. What is the status of all project area sewershed(s)/metershed(s) as related to the District Chapter 3 rules for wet weather performance?

Non-compliant Compliant Inconclusive Not Analyzed

If "Noncompliant," has PPII work been completed to date within the Project Area metershed(s)? If yes, provide details on the scope of work completed and location.

<p>4. Does the municipality have any permitted (or unpermitted) wet-weather bypass locations in the project area? If "Yes," provide approximate frequency and average volume per frequency for over the last ten years.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Does the project area have a history of CSOs or SSOs? If "Yes," provide the frequency of occurrences over the last ten years.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>6. Does the municipality have recurring basement backup reports in the project area? If "Yes", please provide the average annual number of reports in the last ten years and the estimated storm recurrence interval that typically causes basement backups.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>7. Do you have metering, lift station run time, bypass pumping, basement backup, or any other pre-project baseline data?</p>	<p><input type="checkbox"/> Yes – go to item 8 <input checked="" type="checkbox"/> No – go to item 9</p>
<p>8. Describe and detail information on the pre-project baseline data you have collected including type, location, and date ranges. If a MMSD meter is used as a source for this data, provide meter name and location.</p>	

9. Do you plan on collecting pre-project baseline data as part of this project?

Yes – go to item 10

No – go to item 11

10. Describe the pre-project data that will be collected to provide a baseline for improvement? If you intend to use the MMSD portable meters, list the quantity, expected time frame installation and monitoring period.

We would test in our most recent workplan area before we grout laterals and then after grouting has been completed.

11. How do you intend to report project performance results? (metrics and target objectives of the project)

Tables of I/I estimates before and after grouting, and wet weather vs dry weather results in other areas where we are not actively grouting.

V. PROJECT GOALS

1. What are the municipality's goals and objectives for the completed project? Please provide qualitative and quantitative measurables for success as they relate to the goals and objectives.

Goals are to see if this new technology is accurate and repeatable in identifying I/I amounts.

VI. SCHEDULE

Include a schedule of the work with all major tasks and milestone dates for completion including District and municipal administrative approvals, local board/council approvals, work task start and finish, public outreach, deliverables, and reimbursements. The schedule needs to be realistic and achievable based on District approval timelines, local approval timelines, bidding process timelines, work production rates, and weather-related considerations. Identify and highlight any milestone dates by which the municipality is requesting the District to meet to keep your schedule (e.g. local council or board agenda deadlines). Provide the schedule in PDF format.

VII. FINANCIALS

1. Include a comprehensive cost estimate broke down to the task level which includes costs for: all internal municipal staff time which is being requested to be reimbursed, professional services including hours estimates and rates, construction costs by estimated units and estimated unit costs, inspection services, public outreach, and staff training. Attach an Excel version of the estimate to the application when submitting.

2. Are other funding sources, besides MMSD PPII funds, contributing to the total project cost? i.e. municipal funds, grant funding, property owner cost share, etc. Yes No

If "Yes," list all addition funding sources, the specific work which will be covered by an additional funding sources, and the value.

3. Describe your anticipated frequency of reimbursement requests to the District. (The funding agreement terms may dictate this frequency depending on the type of work).

Annually at the end of each testing season.

4. What department/individual/entity will be submitting and processing the reimbursement requests? Please include the name and contact information.

Maggie Anderson, Wauwatosa engineering, will submit for reimbursements.

5. MMSD requires all invoicing to be submitted via e-Builder. Will e-Builder training be necessary for the department/individual/entity that will be submitting and processing the reimbursement requests? Yes No

6. Describe the municipal process(es) for procurement of all professional and non-professional (field work and construction) components of work and the basis for each.

We will follow our written purchase policy

7. Explain the means and methods for segregating the costs (MMSD reimbursable costs and public work costs).

MMSD will fund all of this project.

8. Provide the names and position titles of all municipal staff that will be required to sign the funding agreement. (i.e. mayor, city/village administrator, city/village clerk, city attorney, etc.)

Name: John Ruggini

Position Title: Finance Director

Name: Alan Kesner

Position Title: City Attorney

Name: Dennis McBride

Position Title: Mayor

Name: Steven A. Braatz, Jr

Position Title: City Clerk

Name:

Position Title:

Name:

Position Title:

VIII. PUBLIC OUTREACH

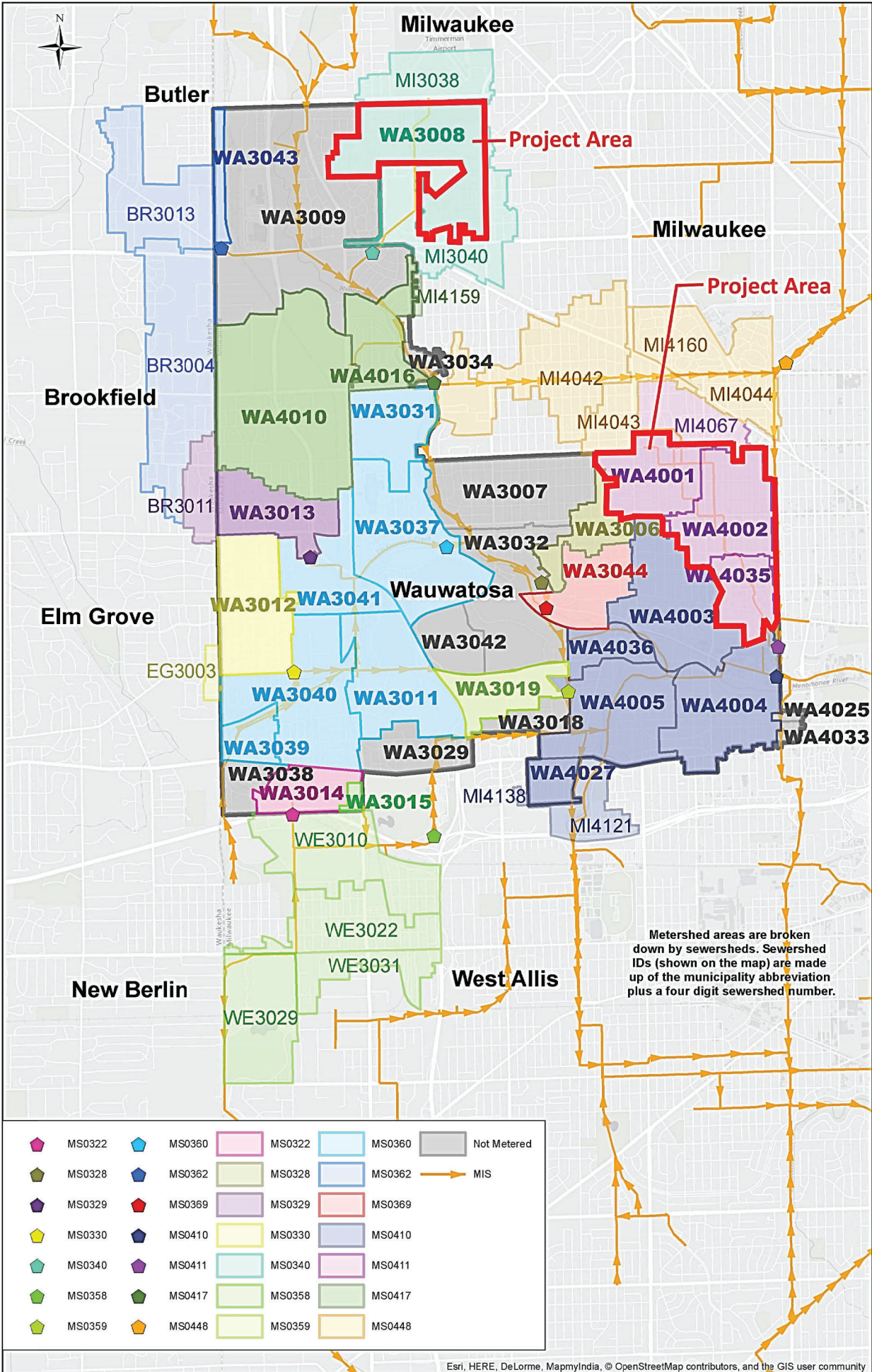
1. Describe in detail your public outreach approach and what entity/individuals/departments will be responsible for the public outreach. Describe the venues and platforms that will be used. Describe the timing and anticipated level of effort that is anticipated to be necessary for the public outreach effort. Describe any public outreach work that has already been completed or is in progress. If a specific person or entity is responsible for public outreach, include the name and contact information. (Examples of public outreach include, but are not limited to; mailings, websites, social media, canvassing, public meetings, etc.)

We will publish information on our city website if the information proves to be usefull.

PROJECT SCHEDULE

Date	Task
8/28/2023	Execution of funding agreement
8/28/23 - 9/1/23	AquaDuscope Training
9/11 - 10/30/24	Field testing of AquaDuscope
10/31/24 - 12/31/24	Report
12/31/24	Expiration of AquaDuscope Licenses
12/31/24-1/31/25	Provide Deliverables to MMSD
1/31/25	Expiration of Funding Agreement

WWPF Metersheds For Wauwatosa



M10005WA03 Engineer's Cost Estimate

	<u>Units</u>	<u>Cost</u>	<u>Total</u>
<u>Equipment</u>			
Extech Instruments RE300 ExStik ORP Meter	1 Each	\$150.00	\$150.00
Extech EC510 Waterproof ExStik II pH/Conductivity Meter Kit	1 Each	\$200.00	\$200.00
1 Qt Bucket	2 Each	\$10.00	\$20.00
1 Gallon Bucket	2 Each	\$15.00	\$30.00
2 Gallon Bucket	2 Each	\$15.00	\$30.00
7-30 ft Long Telescopic Extension Pole with Utility Hook	1 Each	\$120.00	\$120.00
Flash lights	2 Each	\$20.00	\$40.00
Sampling Liquids	1 LS	\$50.00	\$50.00
Use of Manhole PowerArm Electric Winch to open manhole lids	275 Each	\$20.00	\$5,500.00
<u>Staff Time</u>			
Wauwatosa Field Staff (8/28/23 - 12/31/24)	350 Hours	\$100.00	\$35,000.00
Total			\$41,140.00

ATTACHMENT B
Agreement Deliverables

Investigation Deliverables (To be submitted as indicated during the investigation):

1. A minimum of a one (1) week notice of any project meetings shall be provided to the District PM via email. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five (5) days of the meeting.
2. An accurate schedule of field activities shall be provided to the District PM via email or telephone call at least one week in advance of activity commencement and updated monthly.
3. Progress reports on project activities shall be provided to the District PM via email on a monthly basis.
4. Inspection reports from the field engineer for work completed shall be submitted to the District PM via the District Municipal Portal in PDF or spreadsheet format on a monthly basis or with reimbursement request, whichever occurs more frequently.

Post-Investigation Deliverables (To be submitted prior to final reimbursement being processed):

5. The Final Project Summary Report shall be submitted to the District PM via the District Municipal Portal in PDF format, prior to the final reimbursement request. The template that must be used can be found on the District's website: [Project Summary Report Template \(https://www.mmsd.com/government-business/rules-regulations/private-property-i-i\)](https://www.mmsd.com/government-business/rules-regulations/private-property-i-i).
6. Photo documentation of project work in jpeg format provided to the District via the District Municipal Portal in a zipped file.
7. A technical memo shall be provided to the District via the Municipal portal. The technical memo should summarize the following: the testing activities, project areas assessed, conclusions, recommendations for future use of the product, lessons learned, and next steps proposed to be taken based on the conclusion of the testing.

ATTACHMENT C
Pilot Program Grant Agreement w. Aquapriori LLC



Pilot Program Grant Agreement

Grantor: The Water Council, Inc.
Grant Agreement number: PP-1-2023

The grant to your organization from The Water Council, Inc. (TWC) is for the explicit purpose(s) described below and in your grant application to TWC and is subject to your acceptance of the following conditions. **PLEASE EMAIL ONE SIGNED COPY OF THIS GRANT AGREEMENT TO THE WATER COUNCIL, INC. to ajensen@thewatercouncil.com to acknowledge this agreement, to accept the grant, and to be eligible to receive the funds when needed.**

Grantee: Harri Rautio, Aquapriori LLC

Amount of Grant: \$20,000 (see note under Special Provisions below)

Date Authorized: 4/19/2023

Grant Purpose: See attached proposal

Date Grant Period: Beginning: Upon execution Ending: 12/31/2024

Payment/Report Schedule:

Date	Amount	Required Milestones
8/1/2023	\$4,000 max	Agreement Execution and grantee written timeline and compensation for travel per the special provisions.
9/15/2023	\$4,700	Compensation for in person training.
5/15/2024	\$5,500	Compensation for one-half of cost for the software licenses and technical support.
12/15/2024	\$5,500 (subject to Special Provision noted below)	Compensation for one-half of the cost for the software licenses and technical support.

Payments will be sent from The Water Council to: Harri Rautio, Aquapriori LLC (or by electronic transfer).

Special Conditions: See attached proposal, milestones and budget; grantee to provide project timeline

SPECIAL PROVISIONS:

The grant is awarded as an amount not to exceed \$20,000. Travel will be reimbursed up to the value of actual costs and shall not exceed \$4,000. Reimbursable travel expenses are as outlined in the Proposal provided by Aquapriori LLC and shall be supported by copies of receipts submitted to TWC. All travel expenses shall be filed for reimbursement within 90 days of return travel.

All grants are made in accordance with the requirements of any entity that provided funding to The Water Council, Inc. in support of this specific grant as well as in accordance with current and applicable laws and pursuant to the Internal Revenue Code, as amended, and the regulations issued there under.

Parties will ensure that only municipal assets (i.e., manholes) will be accessed, not any asset owned by MMSD. Representatives of MMSD and the municipalities must be on site to supervise the demonstration.

Please read the following carefully:

I. EXPENDITURE OF FUNDS

This grant is to be used only for the purpose described in the grant proposal and in accordance with the approved budget including pilot insurance costs (if applicable). The program is subject to modification only with TWC's prior written approval.

A. Grantee shall return to The Water Council, Inc. any unexpended funds:

1. At the end of the grant period, OR
2. If TWC determines that Grantee has not performed in accordance with this agreement and approved program/budget

B. No funds provided by TWC may be used for any political campaign, legislation, candidates or office holders, or to support attempts to influence legislation or public policy positions by any government body, other than through making available the results of nonpartisan analysis, study and research. Grantees are required to note in presentations or printed publications resulting from the grant that such conclusions do not reflect the position of The Water Council, Inc or the Milwaukee Metropolitan Sewerage District.

C. Unless specifically authorized by TWC, expenses charged against this grant may not be incurred subsequent to the termination date and may be incurred only as necessary to carry out the purposes and activities of the approved program.

D. Grantee organization is responsible for the expenditure of the funds and for maintaining adequate supporting records consistent with generally accepted accounting practices.

E. Grantee will provide documentation and receipts for pilot-related travel which will be reimbursed separately under the grant.

II. GRANT PERFORMANCE EXPECTATIONS

B. Project will be overseen by MMSD to ensure successful completion of the project.

III. REPORTING REQUIREMENTS - None

IV. MARKETING, PUBLIC RELATIONS, AND SOCIAL MEDIA

- A. Grantee will include The Water Council, Inc.'s logo and denote TWC as a supporter of the project on printed materials, event announcements, Grantee's or project's website, social media and other media/public outlets.
- B. The Water Council, Inc. staff will have direct involvement with any related marketing materials and events such as major press announcements involving the project described in the proposal, such as ground-breakings, ribbon cuttings, etc. MMSD will be provided a draft of all marketing, reporting, or news related materials that are intended to be published and available for general access including but not limited to outreach, news articles, or social media posts t a minimum of 2 weeks before publish date to review and provide comment.
- C. Grantee will provide before and after photos showing the work that was completed under the grant. Grantee is encouraged to share other photos, video clips, news articles and other outreach materials that show the impact of TWC's grant.
- D. Any signage to be installed at the site will:
 - 1. Be designed or approved by The Water Council, Inc.;
 - 2. Be placed in a location approved by The Water Council, Inc. and any other necessary entities (property owner, City officials, etc); and
 - 3. Identify The Water Council, Inc. and its funding partners as funding the project.

V. CONFIDENTIALITY

During and after the term of this Agreement, neither TWC nor Grantee will share the other Party's proprietary or confidential information with third parties except as allowed by the disclosing Party, but TWC and Grantee do agree to cooperate to the extent necessary to fulfill the requirements of the grant or to comply with applicable law, a subpoena, or other court order. The Grantee does agree to share performance results of the pilot demonstration with TWC as non-confidential information for the purpose of fulfilling the requirements of the grant.

VI. PERMITS, CERTIFICATES, AND LICENSES

Grantee will comply with all applicable federal, state, and local laws and will obtain all permits, certificates or licenses required for the work to be performed under this Agreement.

VII. INSURANCE

- A. The Water Council will not provide any insurance coverage of any kind for Grantee or Grantee's employees or contract personnel.
- B. Grantee will maintain and insurance policy to cover any negligent acts or damage committed by Grantee or Grantee's employees or agents while engaged in the on-site piloting of demonstration activities related to this Agreement.
- C. Grantee will indemnify The Water Council against any and all claims, demands, and causes of action for bodily injury to or death of persons or for damage to or destruction of property to the extent they result from negligent acts of Grantee while performing services under this Agreement.
- D. Grantee will provide a Certificate of Insurance to The Water Council, Inc. as evidence of this insurance coverage and will provide this proof of insurance before setting up the pilot at the demonstration site.

VIII. SITE OPERATIONS AND MAINTENANCE

Grantee will provide ongoing tech support to answer questions and/or correct processes as stated in the attached proposal.

IX. MODIFICATIONS TO THE AGREEMENT

The Water Council and Grantee may modify this Agreement by a written amendment signed by both parties.

X. LIMIT OF COMMITMENT

Unless otherwise stipulated in writing, this grant is made with the understanding that The Water Council, Inc. has no obligation to provide other or additional support to Grantee. Any violation of the foregoing conditions will result in cancellation of future payments and refunding to The Water Council, Inc. of any amounts subject to the violation.

The parties have executed this Agreement as indicated by signature below. The Effective Date is the date of the last party's signature.

Grantor: The Water Council, Inc.


Grantee: Harri Rautio, CEO Aquapriori LLC

DocuSigned by:

1629AF19C28643F...
Karen Frost
VP Economic Development & Innovation


6/14/2023

Date

DocuSigned by:

9D86A3A213EA457...
Harri Rautio
CEO, Aquapriori

6/14/2023

Date

DocuSigned by:

FD39989DD132452...
Amy S. Jensen
CFO & COO

6/15/2023

Date

Sääksjärventie 2
 40930 KINKOMAA
 FINLAND
 tel. +358 40 585 1968
 www.aquapriori.fi

30.03.2023_updated

Becky Specht / Matthew T. Magruder
 Milwaukee Metropolitan Sewerage District, MMSD
 Milwaukee WI, USA



Revised quote for MMSD Sanitary Sewer System I/I Pilot Project 2023 according to Matt’s email on the 17th and Becky’s email on the 29th of March 2023.

Task	Details	Total Price
1. AquaDuoscope®- Training (in person, Jukka Sandelin and Harri Rautio)	<p>Training day 1 Theory Part, 4hrs:</p> <ul style="list-style-type: none"> • Theoretical background of the AquaDuoscope®-technology • measurement practices • Using AquaDuoscope®-SaaS • Measure Planning • Equipment check • Training day documentation¹ <p>Training day 2 Practicing, 5hrs:</p> <ul style="list-style-type: none"> • Onsite fieldwork exercises • Sample taking • Recording the results into the AquaDuoscope®-SaaS. • Training day documentation, videos <p>Training day 3 Summary, 4hrs: How theory met Practice?</p> <ul style="list-style-type: none"> • Pros and cons • What did we learn on fieldwork exercises? 	\$4,700

	<ul style="list-style-type: none"> Is it different to measure in spring, after the road salting season? 	
2. AquaDuoscope®-SaaS Portal licenses ² for the years 2023 and 2024	5 admins and 6 users (\$1,000 each). In addition, we offer an option for 2 additional licenses at the price of \$1,000 each.	\$11,000
3. Travel expenses	Air travel and insurance for 2 people Car usage costs for 4-5 days, including rental fee, insurance, taxes, and fuel Accommodation for 2 people, 4 nights Total Travel Expenses	approx. \$1,000-1,100/person x 2 people = \$2,000-\$2,200 approx. \$1,000 approx. \$120/night/person x 2 people = \$960 \$4,000
4. User support	4 support contacts ⁴ via Teams/emails per month for 7 months	
5. MMSD measuring <i>results</i> ⁵ in MMSD's sewer system	Export all data collected in MMSD's sewer system before the end of the year 2024.	
	Total Price	\$19,700

Please note that the prices do not include possible taxes.

1. Documentation of the Theory Day is implemented with videos that are available in the AquaDuoscope® portal. Fieldwork exercises are recommended for video recording by the participants.

2. A license for the AquaDuoscope® portal is \$1,000 each. So 5 admin and 6 user licenses cost in total \$11,000. This is the usage fee for 5 admins and 6 users until the end of 2024. This fee does not include the additional 2 licenses (option). After a purchase order, we will create an organization, MMSD, for our portal. The MMSD will include 5 admins and 6 users, and the option for 2 additional licenses. You can activate these 2 additional licenses anytime during the Pilot Project Period by paying the license fee of \$1,000 each. This MMSD organization will be valid until the end of 2024.

4. The pilot project's total costs include user support. Each contact lasts for 30 minutes. It makes 4 contact x 7 months x 30min = 840 minutes of user support.

5. The *results* include CSV format information such as the manhole ID, Pipe direction, Inflow/Infiltration content of the sample (%), measuring date, and the name of the sampler.

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The results can only be viewed and downloaded by MMSD and the service administrator Aquapriori, not by others. This data, the *results* is owned only by the MMSD and is available to load by any MMSD's admin in the CSV format at any time during the contract period.

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