

Memorandum of Understanding

between

**Metropolitan Water Reclamation District
of Greater Chicago, USA**

and

Aarhus Vand A/S, Denmark

2014

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into this first day of November 2014, by and between the Metropolitan Water Reclamation District of Greater Chicago (“the District”) and Aarhus Vand A/S of Denmark (a.k.a. “Aarhus Water”).

WHEREAS, the District is an independent government and taxing body encompassing approximately 91 percent of the land area and 98 percent of the assessed valuation of Cook County, Illinois, United States of America; and

WHEREAS, the District’s mission is to protect the health and safety of the public in its service area, protect the quality of the water supply source (Lake Michigan), improve the quality of water in watercourses in its service area, protect businesses and homes from flood damages, and manage water as a vital resource for its service area; and

WHEREAS, the District owns and operates seven water reclamation plants that treat domestic, industrial, and combined sewage, serving a population of approximately 5.25 million real people, a commercial and industrial equivalent of 4.5 million people, and a combined sewer overflow equivalent of 0.6 million people; and

WHEREAS, the District is committed to achieving the highest standards of excellence in fulfilling its mission; and

WHEREAS, Aarhus Vand is an independent private enterprise, with Aarhus Municipality, Denmark, being the sole shareholder; and

WHEREAS, the mission of Aarhus Vand is to supply drinking water and provide wastewater treatment of the highest quality in terms of health and the environment, while taking into account reliable supplies, nature and efficient operation in a manner that is transparent to consumers; and

WHEREAS, Aarhus Vand’s area of expertise covers all aspects of water and wastewater management, including distribution of drinking water to 285,000 customers through 950 miles of supply lines and 10 waterworks, and the treatment of waste water from 300,000 customers through 10 wastewater treatment plants and 1,400 miles of sewage pipes within the Aarhus area district, where population growth is about 1% annually; and

WHEREAS, Aarhus Vand employs approximately 240 people, and maintains the highest certifications within all aspects of their involvement, and work continually on developing holistic solutions while being committed to sustainability in relation to the overall water cycle; and

WHEREAS, the District and Aarhus Vand share many points of common interest within the water sector in general, and the wastewater treatment area specifically; and

WHEREAS, it would be in both parties' interest to share knowledge, exchange experiences, and engage in thoughtful discourse about the water sector and the wastewater treatment area for the benefit of each entity, their employees, their customers, their communities, and the environment;

NOW THEREFORE, the District and Aarhus Vand agree and understand as follows:

1. The Parties agree to establish a basis for knowledge sharing and cooperation

2. AREAS OF INTEREST. The following are the suggested areas of common interest, which may be expanded upon, modified, or added to over time as needs arise:
 - a. Wastewater treatment technology
 - b. Energy management/ Energy neutrality
 - c. Stormwater management
 - d. Wastewater operations
 - e. Managing the effects of climate change and extreme weather
 - f. Process control, monitoring and instrumentation
 - g. Sustainable utility management
 - h. Staff Exchange

3. INITIAL ACTIVITIES OF COOPERATION. A number of joint activities will initially be undertaken by the Parties involved for the purpose of developing a working relationship between the Parties. The activities described below reflect the intentions discussed at the first meeting in 2014, but are not limited to same, as a more complete list will be developed according to the wishes and capabilities of the parties involved. It is understood by the Parties that the program may be updated as experience is gained.

- A. Knowledge Sharing: During the course of the agreement, the Parties agree to mutual visits (Denmark to Chicago and possibly Chicago to Denmark) during which the Parties will learn how the US/DK wastewater treatment facilities are organized and operated. The Parties agree to open sharing of information and benchmarking on their main activities within wastewater. On the Danish side, an Aarhus Vand specialist, Flemming B. Møller, will be stationed at the Consulate General of Denmark, Chicago, and will make multi-day visits to each of the District's seven water reclamation plants to become familiar with their layout, process train, and key personnel. The visits will offer an opportunity for the Parties to visualize innovative solutions to present as well as future challenges, and identify more specific topics and projects which could be of interest to both Parties. Flemming Møller's visits to MWRD facilities are expected to start during the month of August 2014.
- B. Job Exchange Visits: Aarhus Vand welcomes the opportunity to discuss the framework for potential visits by District personnel to the three major wastewater treatment facilities in Denmark (VCS Denmark, Aarhus Water and HOFOR) as facilitated by Aarhus Vand. The duration of each job exchange is expected to be 1-2 weeks. An exchange job visit by the District to Aarhus Vand can be initiated at any given point during the period of the Agreement.
- C. Other matters: During the mutual visits, other subsequent activities are to be discussed and developed. For example, this could include establishment of specific technical working groups on biological treatment, energy management, or sustainable utility management, or cooperation on research and development projects. Each technical working group or project team will establish its own functional criteria including a chartering statement, scope of work, organizational chart, schedule with target milestones, deliverables, periodic meetings, budget, and final reports.

4. COSTS. All travel, hotel, living costs, and other expenses are to be covered by the respective Parties for their own personnel. The party responsible for costs relating to specific projects or technical working groups will be determined by the project team and agreed to in writing by both Parties' management in advance of any expenditure. Any other expected costs which may arise through anticipation of activities under this Memorandum of Understanding will be discussed and agreed to in writing by both Parties' management in advance of any expenditure. Expenditures by the District greater than \$10,000.00 will require approval of the District's Board of Commissioners.

5. INSURANCE. Each party will maintain insurance coverage for its own personnel at all times, and will hold then other party harmless for its own employee's actions, including when employees are on the other party's property.

6. TIME SCHEDULE. The term of this Memorandum of Understanding is three years from the date of execution. Prior to expiration, the Agreement will be evaluated and upon mutual agreement of the Parties, the Agreement may be extended and modified.

MEMORANDUM OF UNDERSTANDING SIGNATURE PAGE

Metropolitan Water Reclamation District
of Greater Chicago

Aarhus Vand A/S

By: David St. Pierre
David St. Pierre
Executive Director

By: Lars Schrøder
Lars Schrøder
CEO

Date: 11/24/14

Date: 1/11 - 2014

Approved:

Ronald M. Hill
Ronald M. Hill
General Counsel

Date: _____

Frank Anla
Chairman of the Committee
of Engineering

Josephine Torrey
Clerk

Catherine L. O'Connor
Director of Engineering