

SEWER PERMIT AGREEMENT SA-2734

Agreement between the City of Milwaukee and the City of Greenfield for Connections of Storm and Sanitary Sewers.

PERMIT AND AGREEMENT

THIS AGREEMENT, Made this _____ day of _____ AD 20____ between the City of Milwaukee, a municipal corporation of the State of Wisconsin, hereinafter referred to as “Milwaukee” and the City of Greenfield, a municipal corporation of the State of Wisconsin, hereinafter referred to as “Greenfield” including successors or assigns.

WITNESSETH

WHEREAS, Greenfield has requested Milwaukee’s permission to connect proposed storm and sanitary sewers within Greenfield’s limits to their respective sewer manholes in Milwaukee; and

WHEREAS, Said storm sewer is to be constructed in West Leroy Avenue within the City of Greenfield and the City of Milwaukee, and it will be connected to an existing City of Milwaukee storm sewer at a proposed storm manhole located at 25 +/- feet south of the north line of West Leroy Avenue and 270 +/- east of the east line of South 54th Street as shown on the attached Plan File 198-1-30; and

WHEREAS, Said sanitary sewer is to be constructed in West Leroy Avenue within the City of Greenfield and the City of Milwaukee, and it will be connected to an existing City of Milwaukee sanitary manhole located at nine (9) +/- feet south of the north line of West Leroy Avenue and 96 +/- feet east of the east line of South 54th Street as shown on Plan File 198-1-30; and

WHEREAS, Milwaukee will allow the construction of said connections to Milwaukee’s storm and sanitary sewers subject to the following conditions,

NOW, THEREFORE, In consideration of One Dollar (\$1.00) and the mutual covenants and conditions hereinafter described, the parties hereto agree to the following conditions:

1. Greenfield is hereby permitted to connect the proposed sanitary sewers within Greenfield’s limits to their respective sewers in Milwaukee as shown on Plan File No. 198-1-30.
2. Greenfield is hereby permitted to connect the proposed storm sewer within Greenfields limits to the existing storm sewer in Milwaukee by constructing a new 4’-0” diameter storm sewer manhole over Milwaukee’s existing storm sewer as shown on Plan File Number 198-1-30. The new storm sewer manhole shall become the property of the City of Milwaukee.
3. Greenfield shall submit three (3) sets of sewer design sheets and design plans to the Commissioner of Public Works of the City of Milwaukee for approval prior to commencing any construction work.
4. The design flows of the proposed storm sewer shall be based on the Five-year Rainfall Frequency Curve and shall not exceed 2.17 cubic feet per second and shall only serve a tributary area of 1.2 acres as shown on the attached sketch labeled “Proposed Tributary Area”.

5. The connections into the existing Milwaukee storm and sanitary sewers shall be in accordance with the latest edition of “*Standard Specifications for Sewer & Water Construction in Wisconsin.*”
6. Since a portion of the storm and sanitary sewer construction work is going to be performed within Milwaukee limits, Greenfield shall require its contractor to obtain a City of Milwaukee Department of Public Works excavation permit and other applicable permits.
7. The trench backfill and resurfacing shall be completed in accordance with the requirements of the City of Milwaukee.
8. Greenfield hereby assumes all liability for any damage to the existing Milwaukee storm and sanitary sewers and their appurtenances, or personal injuries to a person or persons resulting from construction, maintenance and use of the proposed Greenfield storm and sanitary sewers, and will save and keep Milwaukee clear and harmless at all times from any and all claims from any negligence on the part of Greenfield. And in case Milwaukee shall suffer or become liable for any loss or damage whatsoever resulting from negligence on the part of Greenfield arising from or growing out of operating, inspecting, maintaining, repairing, reconstructing, enlarging or using the proposed Greenfield storm and sanitary sewers, then Greenfield shall reimburse Milwaukee for the full amount of the loss or damage which Milwaukee may have sustained, or for which it may become liable; provided, however, that if any loss, cost or damage results from the joint negligence of the parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses, which, under law, Milwaukee and Greenfield are entitled to raise.
9. Any portion of said proposed storm and sanitary sewers therein interfering with the right of full, ready and free access to Milwaukee storm and sanitary sewers for the purpose of operating, inspecting, maintaining, repairing, reconstructing or enlarging said Milwaukee storm and sanitary sewers, shall be removed by Greenfield at the request of Milwaukee at no cost to Milwaukee; provided that in the event Greenfield fails within thirty (30) days after being requested in writing by Milwaukee to so remove any part of said proposed storm and sanitary sewers, Milwaukee will do so at the cost of Greenfield. However, in case of emergency, where in the judgment of the Commissioner of Public Works the potential for damage exists, the notice may be verbal and the 30-day period shall be waived.
10. The construction work of the proposed storm and sanitary sewers will be done as part of a City of Milwaukee paving contract that is anticipated to commence at the end of October 2003. All costs associated with constructing and connecting the proposed storm and sanitary sewers and the new storm sewer manhole shall be borne by Greenfield at no cost to Milwaukee.
11. Milwaukee shall be responsible for the maintenance of the existing storm and sanitary sewers within Milwaukee’s limits, including the existing sanitary manhole and the proposed storm sewer manhole where the connections are proposed to be made. Greenfield shall be responsible for the maintenance of the storm and sanitary sewers upstream from the existing sanitary sewer manhole and the proposed storm sewer manhole where the connections are proposed to be made.
12. Three days prior to the commencement of connecting to the Milwaukee storm sewers, Greenfield shall contact Mr. Robert Brooks of the City of Milwaukee at 414-286-3731 to inform him of the construction commencement date.

