

**Sewer Agreement
SA-2729**

Document Number

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City of Milwaukee
Infrastructure Services Division
Environmental Engineering Section
841 North Broadway – Room 820
Milwaukee, WI 53202

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

Recording Area

Tax Key Number

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 heirs, personal representatives, successors or assigns.

WITNESSETH

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

WHEREAS, Said proposed storm sewers are to be constructed in West Norwich, West Tesch, and West Waterford Avenues within Greenfield limits, and will be connected to Milwaukee storm sewers at their points of intersection with the northerly extension of South 81st Street, as shown on Plan File No. 198-1-23, said extension being the City limits line; and

WHEREAS, Greenfield has requested Milwaukee’s permission to connect proposed storm water drains within Greenfield’s limits to an existing storm sewer manhole in West Van Beck Avenue at its intersection with the extension of South 81st Street in Milwaukee as shown on Plan File No. 198-1-23; and

WHEREAS, Milwaukee will allow the construction of said connections to Milwaukee’s storm sewer manholes subject to the following conditions, which the City believes to be necessary;

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 storm sewers and drains within Greenfield to existing storm sewer manholes in Milwaukee.
2. Greenfield shall submit three (3) sets of storm 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.
3. The design flows of the proposed storm sewers shall be based on the Five-year Rainfall Frequency Curve and shall not exceed the flows listed below:
 - In West Waterford Avenue at a point approximately 420 feet west of South 80th Street: 4.8 Cubic Feet per second, cfs.
 - In West Tesch Avenue at a point approximately 420 feet west of South 80th Street: 7.9 cfs.
 - In West Norwich Avenue at a point approximately 415 feet west of South 80th Street: 7.2 cfs.
 - In West Van Beck Avenue: at a point approximately 460 feet west of South 80th Street: 2.71 cfs.
4. The connections into the existing Milwaukee storm sewer manholes shall be in accordance with the latest edition of "*Standard Specifications for Sewer & Water Construction in Wisconsin.*"
5. Since a portion of the storm 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 for the three locations listed above.
6. The trench backfill and resurfacing shall be completed in accordance with the requirements of the City of Milwaukee.
7. Greenfield hereby assumes all liability for any damage to the existing Milwaukee sewers and their appurtenances, and said storm sewers or personal injuries to a person or persons resulting from construction, maintenance and use of said storm 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, or of persons other than Milwaukee; 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 said 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 is entitled to raise.
8. Any portion of said proposed storm sewers therein interfering with the right of full, ready and free access to Milwaukee storm sewers for the purpose of operating, inspecting, maintaining, repairing, reconstructing or enlarging said Milwaukee storm sewers, shall be removed by Greenfield at the request of Milwaukee at no cost to the 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 sewers, the City 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.
9. Any, and all associated costs of constructing and connecting the proposed sewers shall be borne by Greenfield at no cost to Milwaukee.

10. Milwaukee shall be responsible for the maintenance of the storm sewers within Milwaukee's limits, including the three existing manholes where the connections are proposed to be made. Greenfield shall be responsible for the maintenance of the storm sewers upstream from the three existing storm sewer manholes where the connections are proposed to be made.
11. Three days prior to the commencement of connecting to the Milwaukee storm sewers, Greenfield shall contact Mr. Tim Thur of the City of Milwaukee at 414-286-2463 to inform him of the construction commencement date.

IN WITNESS WHEREOF, the said City of Greenfield, has caused these presents to be signed by Timothy T. Seider, its Mayor and Donna M. Rynders, its City Clerk, at Greenfield, Wisconsin, and its corporate seal to be affixed this ____ day of _____AD, 20__.

Signed and sealed in presence of:

CITY OF Greenfield

_____ By: _____
Timothy T. Seider, Mayor

_____ _____
Donna M. Rynders, City Clerk

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____AD, 20__, the above-named Timothy T. Seider, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____ Notary Public, State of Wisconsin

My Commission Expires _____

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 20__, the above-named Donna M. Rynders, to me known to be the City Clerk of the City of Greenfield, who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

_____ Notary Public, State of Wisconsin

My Commission Expires _____

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 20____, the above-named
W. Martin Morics, to me known to be the Comptroller of the City of Milwaukee, who by its authority and on
its behalf executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

My Commission Expires _____

This instrument was drafted by the City of Milwaukee.

Approved as to contents

CITY ENGINEER, Jeffrey S. Polenske, P.E.

Date: _____

Approved as to form and
Execution

ASSISTANT CITY ATTORNEY

Date: