

**INTERGOVERNMENTAL AGREEMENT REGARDING THE TRANSFER OF
SANITARY SEWERAGE FACILITIES**

Between the City of Madison and the Madison Metropolitan Sewerage District

THIS AGREEMENT, entered into by and between the City of Madison, a Wisconsin municipal corporation (hereinafter referred to as “City”) and the Madison Metropolitan Sewerage District (hereinafter referred to as “District”), is effective as of the date by which all parties have signed hereunder (the “Effective Date”).

WITNESSETH:

WHEREAS, Section 66.0301 of the Wisconsin Statutes, authorizes cities, villages, towns, counties, metropolitan sewerage districts and other specified public agencies to enter into agreements for the joint exercise of any power or duty required or authorized by law; and,

WHEREAS, the District, as a metropolitan sewerage district, organized under Section 200.01 et seq., Wis. Stats., provides sewerage service to the City, as well as other municipalities; and,

WHEREAS, the District owns and operates interceptor sewers known as the “West Interceptor” and the “West Interceptor – Midvale Relief”; and,

WHEREAS, the City owns and operates a sewer main between District manholes MH02-054A and MH02-708 at the intersection of University Avenue and Midvale Boulevard (the “Facilities”) that was installed in 1958 to convey flow to the West Interceptor; and,

WHEREAS, with the installation of the West Interceptor – Midvale Relief in 1971, City flow was redirected from the West Interceptor to the West Interceptor – Midvale Relief; and,

WHEREAS, the Facilities are still active and provide a benefit to District operations through the provision of system redundancy; and,

WHEREAS, the Facilities are more specifically described in Section 2 of this Agreement; and,

WHEREAS, the District has indicated its willingness to acquire the Facilities from the City, and the City has indicated its willingness to convey the Facilities to the District at no cost, which transfer will be in the best interest of the City, the District, and other users of the Facility.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, as well as other good and valuable consideration moving from each party to the other, it is hereby agreed as follows:

1. Scope. This Intergovernmental Agreement Regarding the Transfer of the Facilities (“Agreement”) relates to the terms upon which the City will transfer the Facilities to the District.
2. Facilities. This Agreement applies to the Facilities, described as follows: commencing at the District’s manhole MH02-054A, and continuing south to the District’s manhole MH02-708, as shown on the attached Facilities Transfer Map. The Facilities to be transferred are summarized as follows:

12-inch vitrified clay pipe sewer (total length = 76 feet)
3. Transfer. Within 30 days of the Effective Date, the City will transfer, assign, and convey unto the District all its right, title and interest in and to the Facilities.
4. Representations. The Facilities were inspected by the City by closed-circuit television in 2009 and the televising video was submitted to the District in February 2025 for its review. The City makes no warranties of any kind or of any nature with respect to said Facilities, but does affirm that the Facilities are in satisfactory condition and that no defects were found that required repair in accordance with current City standards.
5. Acceptance. The District agrees to accept the conveyance of the Facilities, and upon said conveyance the District assumes all responsibility of ownership, operation, maintenance, repair, and replacement of said Facilities and acknowledges that except as provided in Section 4 of this Agreement, no representations as to the condition or repair of the same have been made by the City prior to the execution of this Agreement.
6. Non-Discrimination. In the performance of the obligations under this Agreement, the parties agree to abide by their own respective affirmative action plans and in doing so agree not to discriminate, in violation of any state or federal law, against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The parties further agree not to discriminate, in violation of any state or federal law, against any subcontractor, or person who offers to subcontract on this Agreement, because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.
7. Liability. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.

8. Authority. Each party warrants for itself that it has complied with all applicable statutes, rules, orders, ordinances, requirements and regulations to execute this Agreement, and that the person or persons executing this Agreement on its behalf is authorized to do so.
9. Counterparts; Electronic Delivery. This Agreement and any document executed in connection herewith may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document. Signatures on this Agreement may be exchanged between the Parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the Parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, fully executed, shall be as valid as an original.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed by their proper officers on the day and year written below.

FOR THE MADISON METROPOLITAN SEWERAGE DISTRICT

Eric Dundee, Executive Director

Date

FOR THE CITY OF MADISON

Satya Rhodes-Conway, Mayor

Date

Lydia A. McComas, City Clerk

Date

Countersigned:

David P. Schmiedicke, Finance Director

Date

Approved as to form:

Michael Haas, City Attorney

Date

Execution of this Agreement by City is authorized by Resolution Enactment No. RES-25-_____, ID No. _____, adopted by the Common Council of the City of Madison on _____, 2025.

Facilities Transfer Map