

INDIAN TRACE SANITARY SEWER CONNECTION AGREEMENT
Between the City of Madison and the City of Monona

THIS AGREEMENT, entered into by and between the City of Madison, a municipal corporation (hereinafter referred to as "Madison"), and the City of Monona, a municipal corporation (hereinafter referred to as "Monona"), is effective as of the date by which both parties have signed hereunder.

WITNESSETH:

WHEREAS, during a recent audit of the Madison sewer serving Indian Trace, it was discovered that three buildings located in Monona (the "Monona Properties"), and further described on Exhibit A, are connected to the Madison sewer system for sanitary service, although the properties are charged for sanitary sewer service by Monona; and,

WHEREAS, Monona has requested that the Monona Properties be allowed to retain these sanitary sewer connections to the Madison sewer system and Madison can continue to provide said Monona Properties public sewer service more economically and more efficiently than Monona; and,

WHEREAS, Madison has agreed to allow these sanitary sewer connections of the Monona Properties subject to specific terms and conditions; and,

WHEREAS, pursuant to Section 66.0301 Wis. Stats., Madison and Monona wish to formalize said terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. An 8" diameter Public Sewer main owned by the Madison Sewer Utility exists on the Madison side of the boundary between Madison and Monona, terminating in City Structure #SAS 6357-003, located within an easement in the Southwest corner of the Madison property known as 5813 Indian Trace Drive (Public Storm & Sanitary Easement per the recorded document 1371475 for the First Addition to Highwood plat). Said sewer shall be maintained by the Madison Sewer Utility to serve the existing connections of the Monona Properties, as well as the existing Madison customers. Sewer location and the Monona Properties' sewer connections are shown on Exhibit B of this agreement.
2. The Monona Properties shall each become a customer of the Madison Sewer Utility and shall be subject to all the requirements of Chapter 35 of the Madison General Ordinances. The Monona Properties shall retain ownership and maintenance responsibilities of the sewer laterals that serve the properties, from the public sewer main to the building (the sewer laterals to the buildings are 4" to 8" in diameter).

3. For sewer (customer) billing purposes, Monona shall obtain a meter reading for the water service in February and August of each year. Said reading shall be forwarded to Madison no later than February 20th and August 20th of each year, and shall be reported in cubic feet or hundreds of cubic feet. The Monona Properties shall then be billed for sewer only in March and September of each year, with sewer use volume equal to the water consumption. Monona understands that the City of Madison will be switching to monthly billing sometime in 2014. Monona agrees to work with Madison to obtain monthly readings or provide for a mutually acceptable alternative to allow for monthly billing to be implemented.
4. Madison shall prepare billings to for up to 24 months for prior service that has already been provided to the Monona properties. This back billing will be based on volumes reported to Madison by Monona for sanitary service already rendered.
5. If the Monona customers fail to make timely payments for the periodic sewer service billings or the billing for service already rendered, Monona agrees to collect said charges, including applicable penalty charges, thru any means they deem appropriate and in conformance with Wisconsin Statutes. Madison agrees to furnish notification of any delinquency by September 30th of each year. Monona shall reimburse the Madison Sewer Utility by December 31st of same year, with Monona collecting from the Monona customer as described above.
6. Madison understands the Monona customers are on Monona water. Monona agrees to ensure the maintenance and proper calibration of the water meters for measurement of water consumption. These meter readings shall be considered equal to the sewer use measurement, for sewer billing purposes.
7. Monona understands that the Madison Sewer Utility is required to collect any outstanding area charges or other fees that may come due the Madison Metropolitan Sewerage District. Any future subdividing of the Monona properties in the future, may trigger imposition of additional fees. Monona agrees to cooperate with the Madison in the collection of said fees.
8. If Madison determines that it needs to impose sanitary sewer related special assessments or special costs on the Monona Properties serviced by the sanitary sewer covered by this Agreement, then, pursuant to Wis. Stat. Sec. 66.0707, Monona agrees to timely consider a resolution approving the special assessments or costs, which approval shall not be unreasonably withheld.
9. This agreement may be terminated at any time if Monona or the Monona customers are non cooperative in compliance with Chapter 35 of the Madison General Ordinances, including failure to provide a satisfactory method to measure sewer flow as described above.
10. During the term of this agreement, Monona and Madison, each for itself, agree to abide by their respective affirmative action plans.

11. **Non-Discrimination.** In the performance of the services under this Agreement, the parties agree not to discriminate 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, political beliefs, or student status. The parties further agree not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex or national origin.

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

FOR THE CITY OF MONONA

Bob Miller, Mayor

Date

Joan Andrusz, City Clerk

Date

FOR THE CITY OF MADISON

Paul Soglin, Mayor

Date

Maribeth Witzel-Behl, City Clerk

Date

Countersigned:

Approved as to form:

David P. Schmiedicke, Finance Director

Date

Michael P. May, City Attorney

Date

EXHIBIT A
Monona Properties

The Monona Properties subject to this Agreement are the three buildings located on the parcel owned by the City of Monona with Tax Parcel ID No. 0710-213-3220-2, and more particularly described as Lot 1, CSM 11237. The three buildings located on the parcel are known by and operated as the following:

- Aldo Leopold Nature Center, 330 Femrite Drive
- Tellurian UCAN, Inc., 300 Femrite Drive
 - McGovern Center
 - Kitchen Building

EXHIBIT B
Monona Properties Existing Madison Sanitary Sewer Connections

