

VILLAGE OF THIENSVILLE

RESOLUTION 2017-09

A RESOLUTION FOR AN AGREEMENT BETWEEN THE VILLAGE OF THIENSVILLE
AND PORT WASHINGTON STATE BANK FOR THE CONNECTION OF THE SUMP
PUMP DISCHARGE TO THE VILLAGE OF THIENSVILLE SANITARY SEWER SYSTEM

WHEREAS, the Village of Thiensville owns and maintains a sanitary sewer system consisting of collector sewers within the limits of the Village of Thiensville, a lift station and ownership in the Mequon Thiensville interceptor connecting to the Milwaukee Metropolitan Sewage District (MMSD); and

WHEREAS, Port Washington State Bank (PWSB) owns the groundwater infiltration sump pump discharge system at 197 South Main Street which connects to MMSD through the Village's sewer system; and

WHEREAS, PWSB wishes to become a permanent customer of the Village and agrees to the terms and conditions set forth in said Agreement.

NOW, THEREFORE BE IT RESOLVED that the Village Board of the Village of Thiensville approves the Agreement between the Village of Thiensville and Port Washington State Bank for the connection of the sump pump discharge to the Village sanitary sewer system at 197 South Main Street.

PASSED AND ADOPTED by the Village Board of the Village of Thiensville, County of Ozaukee, State of Wisconsin on the 17th day of July, 2017.

Van A. Mobley, Village President

Amy L. Langlois, Village Clerk

AGREEMENT BETWEEN THE VILLAGE OF THIENSVILLE
AND PORT WASHINGTON STATE BANK
FOR THE CONNECTION OF THE SUMP PUMP DISCHARGE
TO THE VILLAGE OF THIENSVILLE SANITARY SEWER SYSTEM

THIS AGREEMENT made as of the _____ day of _____, 2017, by and between the Village of Thiensville, a municipal corporation of the State of Wisconsin, having its principal offices located at 250 Elm Street, Thiensville, Wisconsin 53092 (hereinafter "Village") and Port Washington State Bank, having its principal offices located at 206 North Franklin Street, Port Washington, Wisconsin 53074 (hereinafter "PWSB").

WITNESSETH:

WHEREAS, the Village owns and maintains a sanitary sewer system consisting of collector sewers within the limits of the Village of Thiensville, a lift station and ownership in the Mequon Thiensville interceptor connecting to the Milwaukee Metropolitan Sewage District (hereinafter "MMSD"); and

WHEREAS, PWSB is the owner of a groundwater sump pump discharge system which is intended to pump contaminated groundwater which connects PWSB located at 197 South Main Street, Thiensville, Wisconsin to the MMSD through the Village's sewer system; and

WHEREAS, PWSB temporarily connected its sump pump discharge to the Village sewer system through the Spring Street sewer manhole at the west terminal; and

WHEREAS, PWSB desires to become a permanent customer of the Village; and

WHEREAS, this Agreement only pertains to the permanent connection and discharge of non-domestic wastewater not PWSB's traditional sewer connection to the Village system; and

WHEREAS, the Village has sufficient capacity in its system to connect PWSB; and

WHEREAS, PWSB understands that it will be responsible for any additional costs for improvements and/or sewer charges based on its increased usage; and

WHEREAS, the individuals signing this Agreement on behalf of PWSB and the Village represent that he or she has the power and authority to do so on behalf of PWSB and the Village.

NOW, THEREFORE, PWSB agrees to follow all terms and conditions set forth by the Notice of Intent to Discharge Non-Domestic Waste Water (hereinafter "NOI") as required by Sec. 11.401, MMSD rule and in consideration of the mutual covenants, promises contained herein, it is agreed between the parties hereto as follows:

1. Construction. PWSB shall provide any necessary repairs to the Village system in the existing Village right-of-way to connect the PWSB sump pump discharge to the Village sewer system. PWSB shall pay 100% of the actual cost of construction of the 2-inch sump pump discharge line and vent piping, as necessary, needed to serve PWSB, together with all associated engineering and legal costs pertaining to the design and construction of the project.
2. Flow Limitation. PWSB agrees to limit its discharge to the Village sewers to the current maximum rate allowed by the MMSD NOI permit. This MMSD NOI permit is attached as Exhibit A.
3. Inspection. Flow Metering. PWSB agrees to install a flow monitor/meter at its sump pump. The Village shall have the right to inspect the PWSB sump pump on a regular basis to confirm that limits are not being exceeded. If and when the limits are exceeded by virtue of increased usage, the Village reserves the right, upon reasonable notice to PWSB, to charge PWSB any costs necessary to upgrade the Village sewer system including pump station and any other incidental costs based on PWSB's increased flows.
4. Compliance with Village Ordinance. PWSB agrees to comply with the Village's existing sewer use and sewer charge ordinances including any amendments thereto and all sewer use and sewer charge, rules, regulations promulgated by the MMSD. PWSB further agrees to abide by any current or future regulations pertaining to peak flow limitations and/or provisions for wet weather bypasses including participation in the payment of any penalties assessed based on wet weather bypasses. To its knowledge, the Village has never incurred any weather bypass penalties in the past.
5. Review of Costs. All costs for the planning, design and construction of the sump pump discharge system shall be billed to and paid by PWSB.
6. Contaminant Monitoring. PWSB shall provide and report to the Village yearly monitoring of contaminant levels within the discharged ground water. If the contaminant levels fall below acceptable thresholds, the sump pump connection to the Village sanitary sewer system shall be abandoned.
7. Maintenance and Repair. Upon completion of construction and acceptance by all parties of the connection to the Village sewers, the costs of repairing or replacing the sump pump and/or discharge piping shall be borne by PWSB.
8. Indemnification of Village. PWSB shall indemnify and hold the Village harmless against and from any and all liability, judgments, costs and expenses incurred by the Village as a result of any action by whomsoever or whenever brought or obtained against the Village, which may in any manner result from or arise in the course of, out of, or as a result of the carelessness, negligence or neglect of PWSB, its agents, contractors or employees in the performance of its obligations of this

Agreement. In every case where judgment is recovered against the Village as a result of the preceding sentence and where notice of pendency of the suit and opportunity to defend the same has been given to PWSB within ten (10) days after its commencement, the judgment shall be conclusive upon PWSB, not only as to the amount of damages, but also as to its liability to the Village.

9. Notice. Notice to either party under this Agreement shall not be effective unless sent via certified United States mail to the following addresses:

To the Village:
Amy L. Langlois, Village Clerk
Thiensville Village Hall
250 Elm Street
Thiensville, WI 53092

To PWSB:

206 North Franklin Street
Port Washington, WI 53074

Either party may change the address of notice by providing notice to the other party pursuant to this section of the Agreement.

10. Failure to Enforce. Failure to enforce any provision of this Agreement by either party shall not be deemed to be a waiver of any other provision of the Agreement.
11. Effective Date. The effective date of this Agreement shall be _____, 2017.
12. Term of Contract. The term of this Agreement shall be 5 years. This Agreement shall automatically renew for successive one-year terms unless either party gives written notice to the other at least six months in advance of the expiration date that the party wishes to cancel the Agreement.
13. Governing Law. This Agreement shall be governed and construed under the laws of the State of Wisconsin.
14. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties. This Agreement may not be modified or altered in any way except by mutual written agreement of the Parties.
15. Severability. If any clause, provision, or section of this Agreement be declared invalid by any Court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions.

16. Binding Agreement. This Agreement is binding upon the parties hereto and their respective successors and assigns.

17. Additional Documents. The parties agree to execute additional documents as reasonably necessary to execute the purposes of this Agreement.

Signed by the Village of Thiensville this _____ day of _____, 2017.

VILLAGE OF THIENSVILLE

By _____
Van Mobley, Village President

Attest

By _____
Amy L. Langlois, Village Clerk

Signed by PWSB this _____ day of _____, 2017.

PWSB

By _____

Attest

By _____