

**CITY OF RACINE AND RACINE WASTEWATER COMMISSION
JOINT SANITARY SEWER INTERCEPTOR REPLACEMENT AGREEMENT**

This agreement is between the Racine Wastewater Commission (“Commission”), acting through the Racine Wastewater Utility (“Racine Utility”) and the City of Racine (“City”) to provide efficient and cost effective services to the taxpayers and ratepayers of each entity.

WITNESSETH:

WHEREAS, the City is a Sewer Service Recipient (SSR), receiving sewer service from the Commission, which acts as the Sewer Service Provider (SSP) Party pursuant to the terms of the Racine Intergovernmental Sanitary Sewer Service, Revenue Sharing, Cooperation and Settlement Agreement (“Agreement”); and

WHEREAS, the Commission and the Racine Utility has conducted previous model studies of the interceptor sewer pipe system at the Edge of the River development at Racine Street and 6th Street as part of a plan to relocate a 39 inch diameter interceptor sewer to better fit the planned development at this location; and

WHEREAS, the City, as part of the Edge of the River development is desirous of the subject sewer relocation to meet the developer’s needs is willing to pay for any and all costs associated with the design, construction and abandonment of the 39 inch sewer to an agreed upon location; and

WHEREAS, the Racine Utility will operate and maintain this newly relocated interceptor sewer as part of its Utility owned collection system, and include such into its inventory of pipes and appurtenances; and

WHEREAS, City will pay for the design, construction and inspection associated with the Project. The Racine Utility plans to accept the finished project upon completion; and

NOW, THEREFORE, in consideration of the mutual provisions of this Agreement the Parties hereby agree as follows:

I. DESIGN AND CONSTRUCTION PROGRAM RESPONSIBILITIES OF THE PARTIES

A. The Racine Utility agrees to:

1. Operate, maintain and incorporate this newly relocated sewer interceptor into its system of interceptor sewers as a Contribution in Aids of Construction.

B. The City of Racine and its developer agrees to:

1. Waive any applicable street opening permits for work on this Project.
2. Enlist the services of a professional engineering consultant to design and prepare plans and specifications for the Project in accordance with state law, regulations, DNR and Racine Utility policies.
3. Have the developer advertise and award necessary phases of the work.
4. Hire a professional engineering firm to inspect and provide oversight during construction of the new interceptor sewer
5. Construct and provide the Racine Utility with as built construction drawings for the finished interceptor sewer and manhole modifications associated with the Project.

II. MISCELLANEOUS

A. Notices.

All notices, requests, demands, consents and approvals required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given when delivered personally or by FAX, addressed to the parties as follows:

1. If to Utility:
General Manager
Racine Wastewater Utility
800 Center St, Room 227
Racine, WI 53403
2. If to City:
City Clerk
730 Washington Avenue
Racine, WI 53403

B. Severability.

In the event that any provision of this Agreement, or any part thereof, is held or determined by a court or agency of competent jurisdiction to be invalid or unenforceable, the balance of this Agreement shall be deemed to be severable and shall survive.

C. Successors.

This Agreement shall benefit and be binding upon the Parties and their Successors.

D. No Third-Party Beneficiaries.

This Agreement is intended to benefit only the Parties and their Successors, and nothing in this Agreement shall be interpreted as giving to any Person which is not a Party any legal or equitable rights whatsoever

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

RACINE WASTEWATER UTILITY

CITY OF RACINE

By: _____
Title: General Manager

By: _____
Cory Mason
Title: Mayor

By: _____
Title: Chief of Operations

ATTEST:
By: _____
Tara Coolidge
Title: Acting City Clerk

APPROVED AS TO FORM:

Scott Letteney, City Attorney

(OTHER SIGNATURES)

By: _____
David Brown
Title: City Finance Director