

AGREEMENT BETWEEN CITY OF KENOSHA,
CITY OF KENOSHA WATER UTILITY, AND
TOWN OF SOMERS FOR SEWERAGE SERVICE

THIS AGREEMENT, Made and entered into this 4TH
day of MARCH, A. D., 1974 by and between
the CITY OF KENOSHA, hereinafter referred to as "City of
Kenosha" and CITY OF KENOSHA WATER UTILITY, a municipal
corporation, hereinafter referred to as the "Utility",
and the TOWN OF SOMERS, County of Kenosha, hereinafter re-
ferred to as "Somers".

W I T N E S S E T H :

WHEREAS, the Southeastern Wisconsin Regional
Planning Commission Report No. 16 entitled A Regional
Sanitary Sewer Plan for Southeastern Wisconsin, has recom-
mended that future treatment of sewage generated by certain
areas in the Town of Somers be treated at the large municipi-
pal Water Pollution Control Plant owned and maintained by
the Kenosha Water Utility, and

WHEREAS, said Southeastern Wisconsin Regional
Planning Commission Report further contemplates that the
present sanitary sewage treatment plant located in the Town
of Somers and operated by Somers Utility District No. 1 be
discontinued which would leave large areas in the Town of
Somers without sewage treatment facilities, and

WHEREAS, the City of Kenosha and the Town of
Somers desire to comply and implement the Southeastern

Wisconsin Regional Planning Commission's study relating to sewerage systems insofar as possible, and at the same time each municipality maintaining its own municipal jurisdictional authority:

IT IS HEREBY AGREED:

1. Parkside Interceptor

That the City of Kenosha shall install an interceptor sewer line northward from the City limits to County Highway "A" and thence westward to the east line of State Trunk Highway 31, all as indicated in color red on the plat attached to this Agreement and marked Exhibit A. That said line commonly referred to as the Parkside Interceptor line shall be of sufficient size and installed in such a manner as to accommodate sewage from the Town of Somers as set forth in this Agreement.

2. Area to be Serviced by Somers

(a) The Town of Somers shall be granted the absolute right to connect to said interceptor line with sewer lines to be installed by the Town of Somers for the purpose of providing sewerage service for all of that area west of State Trunk Highway 31 and north of County Trunk Highway "A" including a portion of Sections 7 and 8 south of County Trunk Highway "A" in said Township, all as shown on the attached Exhibit A in color Blue and designated Area A.

(b) All that area lying west of Wood Road and east of State Trunk Highway 31 which flows to the westward

and that area south of County Highway "E" which flows northward which can be serviced by the proposed interceptor line running easterly-westerly through Petrifying Springs County Park shall be serviced by the Town of Somers by sewer lines installed by Somers. Said area is shown in color Orange and designated as Area B on the attached Exhibit A.

3. Area Not Serviced By Somers

(a) That area lying west of 30th Avenue (Wood Road) and east of Highway 31 where the natural flow and drainage run eastward toward Wood Road and the Parkside Interceptor Line shall be serviced by the Utility, and that area lying immediately east of the Parkside Interceptor line and which can be conveniently serviced by the interceptor shall also receive sewerage service from the Utility. It being agreed that such service by the Utility shall be installed only upon request of the property owner. If the City of Kenosha shall require the annexation of territory prior to providing sewerage service, such annexation shall be only upon voluntary petition initiated by the land owner requesting sewerage service. The area which shall be serviced only by the City of Kenosha and the Utility is shown in color Brown designated Area C on the attached Exhibit A.

(b) The attached Exhibit A indicates the grade and flow areas contemplated to be serviced by this Agreement. Areas designated in Orange and Blue shall be serviced by the Town of Somers. The area in Brown shall be serviced by the City of Kenosha and the Utility.

4. Charges and Fees

A suitable flume type meter shall be installed by the Town of Somers at a point south of Berryville Road (County A) indicated on Exhibit A as Point B for the purposes of determining charges for sewerage service by the Utility in the manner hereinafter set fourth.

(a) Treatment Charge

A charge of twenty-one cents (21¢) per thousand gallons of metered sewage shall be paid by Somers to the Utility for the treatment and disposal of sewage.

(b) Conveyance Charge

In addition to the treatment charge set forth above an additional annual charge of .001934¢ per cubic foot per second (presently translated to approximately \$6.63 per household connection) shall be charged, it being further understood that said conveyance charge shall be made for the purpose of using the City of Kenosha sewer system to convey sewage from the point of entry into the City of Kenosha lines to the water pollution control treatment plant.

(c) Review of Charges

(1) Treatment Charges Sewage treatment charges shall be reviewed from time to time and if costs of treatment increase or decrease by an amount that would warrant a change in treatment charge reflecting an increase or decrease, the Utility shall so notify Somers of the proposed change in rate and shall meet with Somers for the purpose of explanation and discussion of any new rate reflecting changes in costs.

Any such rate shall be effective ninety (90) days after written communication by the Utility. It being further understood that any rate change must be made on a uniform percentage basis for all users of the Utility's sewage treatment plant. All rates and changes are subject to appeal and review by the Public Service Commission of Wisconsin.

(2) Conveyance Charge The conveyance charge shall be reviewed from time to time in the same manner as treatment charges, except that conveyance charges shall remain as set forth herein until the City of Kenosha is required to assume additional costs to enlarge, alter, change, or replace existing lines conveying sewage generated in the Town of Somers under this Agreement. Changes shall be determined on or before May 1st to become effective on the succeeding January 1st of the ensuing year.

*Conveyance
Charges*

5. Unmetered Sewage

It is contemplated by this Agreement that all sewage entering the City of Kenosha interceptor line shall be metered for the purpose of computing equitable sewage treatment charges. However, in the event that sewage generated from the Town of Somers area that is not passed through the metering system, the charges for such unmetered sewage shall be computed at the schedule set forth above based on a charge for 40,000 gallons per year for each individual residence.

*Metering or
est. make for
unmetered*

(a) Malfunctioning Meter

In the event that the metering equipment shall malfunction or be out of service for any period of time, the charge for flows during the period of non-metered services shall be calculated on the basis of the average per day flow for the previous three (3) months.

(b) Payment of Charges

The charge for treatment of sewage shall be made semi-annually and shall be paid by Somers within thirty (30) days after receipt of billing by the Utility.

6. Pretreatment

The Utility may require a user whose sewage is not adaptable to regular treatment by the Water Utility treatment plant to install screening or pretreatment of waste in such a manner as to cause such waste to be acceptable to the sewerage collection and treatment system.

7. Protection of Sewer System

Somers agrees that it will adopt and keep in effect an Ordinance prohibiting the discharge of storm water, roof drains, surface water, toxic or damaging material into said systems. The Somers Ordinance shall also provide for a permit and inspection system for users connecting to the sanitary sewer after the date of this Agreement. (Those users in the Town of Somers presently connected to the Somers Utility District No. 1 whose connections have been approved by the Town Building Inspector shall not be required to reapply for sewer connections). It is further agreed and understood that the Town of Somers shall not be required to comply with construction or connection specifications or requirements which are more stringent than those set forth by the Federal Environmental Protection Agency and the State of Wisconsin, Department of Natural Resources.

The Town of Somers agrees to cooperate with the Utility in requiring the proper installation and maintenance of sewer connections and sewerage collection system. In the

event that the Utility has reason to believe that a user within the Somers jurisdiction shall not have an acceptable connection or is discharging unacceptable substances into the sewer system, the Town of Somers, shall upon request by the Utility, take such steps as is necessary to provide for a joint inspection by Somers and the Utility and if said inspectors find a condition which is contrary to the terms of this Agreement or in violation of any Ordinance, State Statute or Federal regulation affecting the collection system, interceptors or treatment of sewage, the Town of Somers shall take such steps as may be necessary (including Court action) to correct or abate such condition. The Town of Somers agrees that in the construction, installation of the contemplated interceptor and collection system, shall be under the supervision and inspection of a qualified engineer and that individual owners hook-ups or connection to the system shall be only upon approval of the connection by the Somers Plumbing Inspector.

A complete set of as built plans of all interceptors, trunk lines, collection lines and house connections as connected at the time of the initial installation of the sewer system in the Town of Somers shall be filed with the Utility. The Utility shall also be provided, upon request, copies of individual connection permits which shall be required by Somers, for any and all connections hereafter the date of this Agreement.

8. Moratorium

In the event that the Utility sewage treatment facility shall reach a point where it does not have the capacity or facilities to treat sewage without plant expansion or modi-

fication, the Utility will not require Somers to place a moratorium or refuse to take additional sewage from Somers unless the same moratorium terms and conditions are placed on all users of the Utility's sewerage system within the jurisdiction of the Water Utility and those individuals or municipalities under contract with the City of Kenosha for sewerage service.

9. Annexation

In the event that land presently under the jurisdiction of the Town of Somers shall be duly annexed to the City of Kenosha, the city of Kenosha shall protect the expenditures made by Somers in the contemplated sewerage system by agreeing to place all uncollected special assessments levied against the property so annexed on its City tax rolls as a special assessment, and when collected shall forward such amount to Somers. This provision shall be effective for both special assessments contemplated as a result of benefits to the property and delinquent sewerage service charges which may become the proper subject of special assessments by virtue of the statutes of the State of Wisconsin.

10. Other Areas

The parties hereto recognize that that area of Somers Township west of State Trunk Highway 31 and south of State Trunk Highway 43 which do not flow northward toward Highway 43 is in need of sewerage service but cannot feasibly be serviced by the proposed Somers sewer system. Those areas which do not flow northward and which desire to receive municipal sewer services shall be permitted to petition the City of Kenosha Water Utility for sewerage service and the Utility shall accept and treat such domestic sewage generated by individual homes in said area. Area contemplated

herein has been designated Area D and shown in color Green on Exhibit A attached hereto. . City shall bear no cost or expense for the installation or maintenance of sewer lines constructed in said area and charges for treatment and conveyance of sewage shall be at the same rate schedule as established by this Agreement. Sewerage service in this area shall not require annexation. However, it is further understood that this service is to be performed by the Utility to correct existing situations only.

It is further agreed that in the event that sewerage service charges made by the Utility shall become delinquent and would be the subject of special assessment for delinquent sewerage charges if the property were under the jurisdiction of the City of Kenosha, then the Town of Somers, will upon proper notification from the Utility, cooperate with the Utility in the collection of special charges by placing them on the tax roll as a special assessment.

11. Financial Assistance

It is contemplated by the parties hereto that application shall be made to the state of Wisconsin and to the Environmental Protection Agency of the United States of America for financial assistance in the construction and installation of interceptor lines, collection systems and for such other financial assistance from said governmental authorities as may be available to the parties. To that end and to the extent each municipality is legally authorized to do so, each shall fully cooperate with the other in the application and obtaining of such funds including the adoption of all ordinances, rules, regulations and standards of construction required by governmental authorities rendering financial assistance and with a further view

of permitting reasonable development of the entire community consistent with good environmental protection practices.

12. Termination

The parties hereto recognize that entry into this Agreement and the contemplated implementation thereof shall for all practical purposes eliminate sewage treatment facilities by the Town of Somers. Therefore, this Agreement shall continue indefinitely and shall not be cancelled or modified so as to substantially reduce service to the community without prior approval of the Wisconsin Department of Natural Resources.

13. Resolution of Disputes

In the event that a dispute between the parties hereto shall arise under this Agreement, the parties shall meet in good faith and attempt to resolve said dispute within the cooperative spirit of this Agreement. If in the event that the parties shall be unable to resolve differences or disputes by their own action, and if the matter involves rates and charges, it shall be referred to the State of Wisconsin, Public Service Commission for resolution as set forth in the Statutes of the State of Wisconsin. If the matter or area of dispute is one which the Department of Natural Resources has jurisdiction, said Department shall be advised of the matter and requested to resolve the issue. If the area of the dispute is of such a nature that it does not come under the jurisdiction of the Public Service Commission or the Department of Natural Resources, the parties shall refer the matter to arbitration pursuant to Chapter 298 Statutes of the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be subscribed to in duplicate original by the Mayor of the City of Kenosha and the City Clerk, and City of Kenosha Water Utility by the Chairman of the Board and the Clerk and General Manager, and Corporate Seal of said municipality be impressed hereon, and the Town of Somers has caused these presents to be subscribed to by the Town Board and Clerk of the Town of Somers and the Town Seal impressed hereon, all as of the day and year first mentioned above.

TOWN OF SOMERS

By Howard Blackmon
Howard Blackmon,
Chairman Town Board

By Charles Huck
Charles Huck, Supervisor

By Gilbert Ebener
Gilbert Ebener,
Supervisor

By Betty Edquist
Betty Edquist, Town Clerk

(TOWN SEAL)

CITY OF KENOSHA

By Wallace E. Burkee
Wallace E. Burkee, Mayor

By Gail F. Procarione
Gail F. Procarione, City Clerk

CITY OF KENOSHA WATER UTILITY

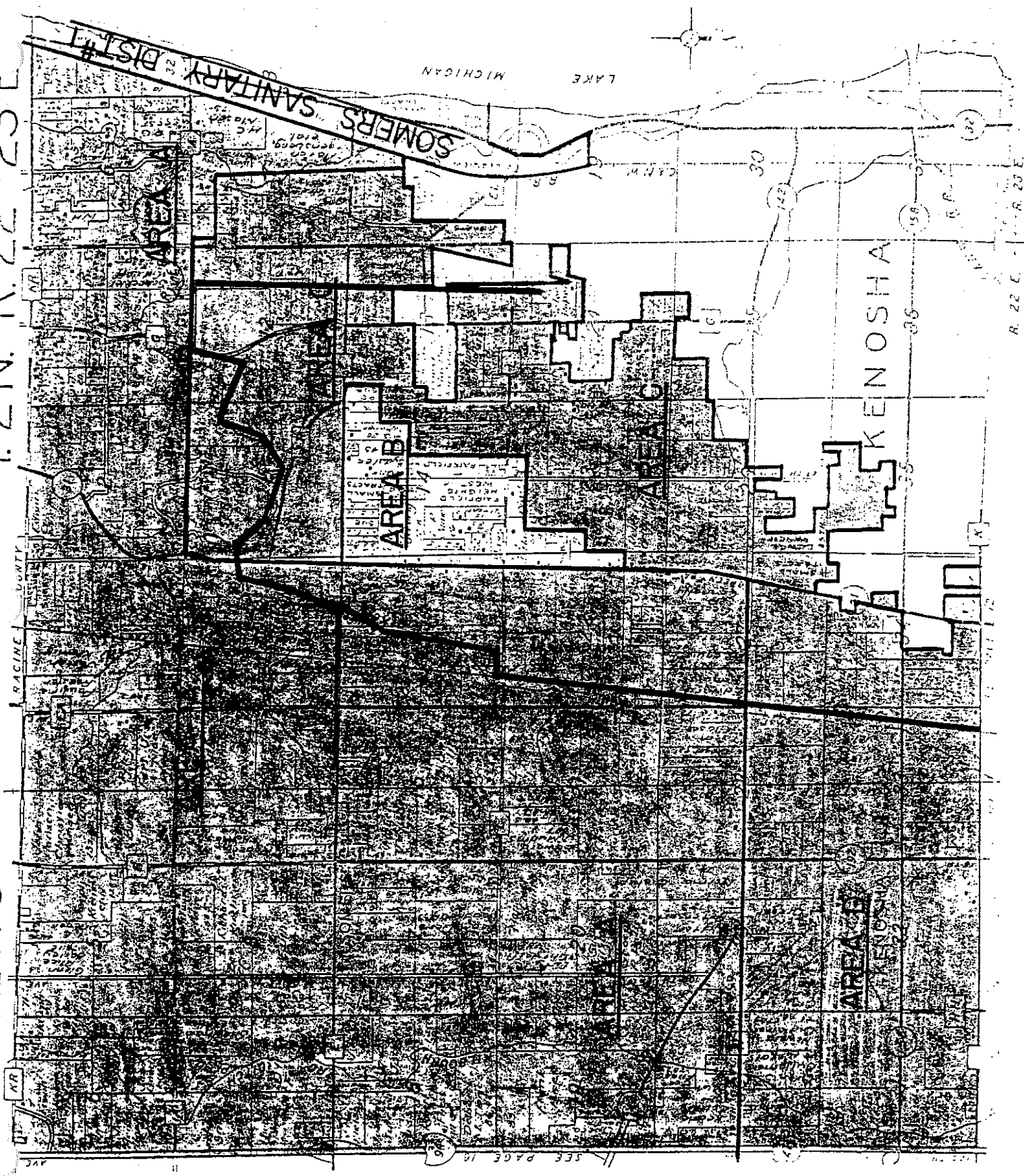
By Frank Bennett
Frank Bennett, Chairman
Board Kenosha Water Utility

By O. Fred Nelson
O. Fred Nelson, Clerk and
General Manager, Kenosha Water
Utility

(CORPORATE SEAL)

SOMERS

T.2N.-R.22-23 E



LAKE MICHIGAN

KENOSHA

AREA B

AREA C

AREA A

SEE PAGE 16