

**AGREEMENT FOR SANITARY SEWAGE CONVEYANCE AND TREATMENT  
BETWEEN THE CITY OF LA CROSSE AND THE TOWN OF CAMPBELL**

THIS AGREEMENT is made this 12<sup>th</sup> day of Nov. 2015, by and between the City of La Crosse and the Town of Campbell.

WHEREAS, the Town operates a sanitary sewer collection system through the Town of Campbell Utility District No. 1, and

WHEREAS, the Town desires to transfer the untreated sanitary sewage from the Utility District to the sewage system owned by the City for purposes of treatment and disposal, and

WHEREAS, the Town has authorized the making, execution and delivery of a contract with the City, providing for the continued treatment and disposal of sanitary sewage from the Utility District by the City, through December 31, 2018, and

WHEREAS, the Common Council of La Crosse has authorized the making, execution and delivery of a contract with the Town for the continued treatment and disposal of sanitary sewage from the Utility District, through December 31, 2018.

NOW, THEREFORE, the City and Town do hereby covenant and agree as follows:

**ARTICLE 1  
DEFINITIONS**

- 1.1 "Agreement" means this Agreement for Sanitary Sewage Conveyance and Treatment between the City of La Crosse and the Town of Campbell.
- 1.2 "Breezy Point Lift Station" means the lift station located near the intersection of Breezy Point Road and Airport Road where sanitary sewage originating within the City's municipal limits at the City's Airport Industrial Park is delivered to the Campbell Sewer System.
- 1.3 "Breezy Point Meter" means the wastewater meter located at the Breezy Point Lift Station which measures the volume of sanitary sewage originating within the City's municipal limits that is delivered to the Campbell Sewer System at the Breezy Point Lift Station.
- 1.4 "Campbell Meter" means the wastewater meter located near Clinton Street and Nakomis Avenue which measures the volume of sanitary sewage carried by the Campbell Sewer System that is delivered to the City Sewer System.

- 1.5 “Campbell Rate Study” means the wastewater rate study prepared by Davy Engineering, dated October 1, 2014, which was approved by the Town Board. A copy of the Campbell Rate Study is attached to this Agreement as Exhibit A.
- 1.6 “Campbell Sewer System” means the sanitary sewer system owned and operated by the Town through the Utility District.
- 1.7 “Campbell Wastewater Charge” means the charge to users of the Campbell Sewer System established in accordance with the Campbell Rate Study.
- 1.8 “City” means the City of La Crosse, a Wisconsin municipal corporation, with a principal address of 400 La Crosse Street, La Crosse, WI 54601, and its sewer utility.
- 1.9 “City Rate Study” means the wastewater rate study prepared by John A Mayer Associates, as described in the Executive Summary dated August 14, 2014, which was approved by the City Common Council on October 9, 2014. A copy of the Executive Summary of the City Rate Study is attached to this Agreement as Exhibit B.
- 1.10 “City Sewer System” means the sanitary sewer system owned and operated by the City.
- 1.11 “City Users” means the City Sewer Utility customers located within the City’s municipal limits.
- 1.12 “City Wastewater Treatment Plant” means the wastewater treatment plant owned and operated by the City.
- 1.13 “City Sewer Utility” means the sewer utility operated by the City.
- 1.14 “City’s Code of Ordinances” means the City’s code of ordinances in effect as of the date of this Agreement, and all amendments thereto subsequently adopted by the City of La Crosse Common Council.
- 1.15 “Copeland Park Lift Station” means the lift station located at the Copeland Park West boat ramp/parking facility on the south side of Clinton Street that is connected to the Campbell Sewer System, upstream of the Campbell Meter.
- 1.16 “Party” means the City and Town individually. “Parties” mean the City and Town jointly.
- 1.17 “REU” means residential equivalent unit. One REU represents the average volume of wastewater discharged by an average residential user to the Campbell Sewer System. Each residential user of the Campbell Sewer System is assigned one REU. Each non-residential user of the Campbell Sewer System is assigned REUs based upon its usage compared to that of an average residential user.

- 1.18 "Significant Industrial Users" has the meaning given to that term in the City's Code of Ordinances, related to wastewater.
- 1.19 "Town" means the Town of Campbell, a body corporate and politic of La Crosse County, Wisconsin, with a principal address of 2219 Bainbridge Street, La Crosse, WI 54603, and its successors and assigns.
- 1.20 "Utility District" means the Town of Campbell Utility District No. 1, established by the Town of Campbell, pursuant to 66.0827 of the Wisconsin Statutes, hereinafter referred to as "Utility District".
- 1.21 "Wholesale Volumetric Rate" means the City's volumetric rate to the Town as determined in accordance with Article 5 of this Agreement.

## ARTICLE 2 AUTHORIZED DISCHARGE

- 2.1 Discharge to City Sewer System Authorized. During the term of this Agreement, the Town is authorized to discharge sewage from the Campbell Sewer System to the City Sewer System at a point near Clinton Street and the east bank of the Black River.

## ARTICLE 3 LIMITS ON DISCHARGE

- 3.1 Volumetric Flow Limits.
- 3.1.1 *Flow Measurement Location.* The volume of flow from the Campbell Sewer System discharging into the City Sewer System shall be measured at the Campbell Meter. Flow from the Campbell Sewer System shall equal the flow measured at the Campbell Meter, minus the flow measured concurrently at the Breezy Point Meter.
- 3.1.2 *Daily Limit Averaged Over a Month.* Flow from the Campbell Sewer System shall not exceed a maximum average of 1.20 million gallons per day (MGD), for any calendar month.
- 3.1.3 *Peak Flow Limit Averaged Over 24 Hours.* Peak flow from the Campbell Sewer System for any 24 hour period shall not exceed 2.0 MGD.
- 3.2 Limits on Strength of Wastewater.
- 3.2.1 *Discharge Not to Exceed Domestic Strength.* The sewage discharged from the Campbell Sewer System to the City Sewer System shall not exceed domestic strength as defined by the City's Code of Ordinances.

- 3.2.2 *Sampling.* The City shall have access to the Campbell Sewer System for sampling purposes and may, upon request, periodically sample the sewage discharged from the Campbell Sewer System to the City Sewer System.
- 3.2.3 *Compliance with City Ordinances.* All wastewater entering the Campbell Sewer System and the City Sewer System shall be subject to all provisions the City's Code of Ordinances pertaining to sewers and sewerage.
- 3.3 Prohibition on Certain Discharges.
- 3.3.1 *Trucked Waste.* No septic tank waste, seepage pit wastes, grease-trap wastes, or any trucked liquid wastes shall be deposited into the Campbell Sewer System by persons engaged in the business of cleaning, pumping or hauling of the same. All trucked wastewater shall be disposed of in accordance with applicable State, Federal and local regulations.
- 3.3.2 *Clear Water.* The Town shall not permit clear water discharge from drain tile, air conditioning systems, rain water, any surface water conduits, or any other clear water source to be connected with or discharged into the Campbell Sewer System.
- 3.4 Requirements for Significant Industrial Users. The City may require Significant Industrial Users, including Significant Industrial Users in the Town, to obtain discharge permits, and to comply with the provisions of those discharge permits, including payment of fees to the City Sewer Utility. Permit fees and laboratory analysis fees charged to Significant Industrial Users in the Town shall be the same as those charged to comparable Significant Industrial Users in the City, plus a 50% surcharge on the permit fee. Service to any such Significant Industrial User shall require prior approval from the City Sewer Utility.
- 3.5 Notification of Prohibited Discharge. The Town shall notify the City immediately of the occurrence of any discharge in violation of this Article 3, the details thereof, and the action which is being taken or proposed to be taken by the Town with respect thereto.

#### ARTICLE 4 METERING

- 4.1 Billable Flow. The City will charge the Town for the volume of sewage delivered from the Utility District to the City Sewer System as measured by the Campbell Meter, less 21 the flow measured by the Breezy Point Meter.
- 4.2 Campbell Meter. The Town shall furnish the Campbell Meter, at its cost, to accurately measure the flow the Campbell Sewer System conveys to the City Sewer System. The Town shall maintain and service the Campbell Meter at its cost.

- 4.3 Calibration of Campbell Meter. The Campbell Meter shall be calibrated by a competent technician not less than once annually. The Town shall pay all expenses related to the calibration. The Town shall provide the City with documentation of the results of such annual calibration within 10 days after the completion of the calibration.
- 4.4 Failure to Maintain Campbell Meter. In the event the Town fails to maintain the Campbell Meter in good and accurate working condition or fails to have the annual calibration performed, the City may maintain and calibrate such meter, and charge the expenses related to such maintenance and calibration to the Town, which expense the Town agrees to pay.
- 4.5 Access to Campbell Meter. The City shall have access to the Campbell Meter, upon request, for purposes of periodically inspecting the meter.
- 4.6 Reading of Campbell Meter. The City shall have regular access to the Campbell Meter for purposes of reading the meter. Meter readings shall be taken by the City weekly.
- 4.7 Metering Disputes. In the event that either the City or the Town believes that the sewage flow has been inaccurately metered resulting in over billing or under billing under Article 5, the objecting Party shall give notice to the other Party in writing of its objection. The Parties shall cooperate to determine the existence and extent of the alleged meter inaccuracy and the overbilling or under billing. If a meter is determined to be inaccurate, an adjustment shall be made in charges for such meter inaccuracies extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half of the time elapsed since the last date of calibration. If the Parties are unable to agree upon the adjustment to be made in charges for meter inaccuracies, the Parties shall resolve the dispute in accordance with Article 12.

## ARTICLE 5 CITY RATES; BILLING

- 5.1 2015 Rate for Flow. The Wholesale Volumetric Rate for 2015 is \$1,631 per million gallons. The Wholesale Volumetric Rate was determined based upon the City Rate Study. This Wholesale Volumetric Rate will remain in effect until changed in accordance with Section 5.2 or 5.3.
- 5.2 Rate Changes. If the City changes the volumetric rate charged to City Users, the Wholesale Volumetric Rate for the Town will be similarly revised in accordance with a methodology similar to that used by the City Rate Study attached as Exhibit B to determine the Wholesale Volumetric Rate initially. This Section does not apply to cost of living rate adjustments covered by Section 5.3.

- 5.3 Cost of Living Adjustments. Cost of living rate adjustments may be made without completing a new rate study if the same percentage increase is applied to both the volumetric rate charged to City Users, and the Wholesale Volumetric Rate. Cost of living increases, if made, shall not be greater than the nearest whole percent above the increase in the Consumer Price Index (CPI), All Urban Consumers. The CPI shall be based on the increase over the period from June to June, with the rate increase being effective January 1 of the year following the June to June period. No cost of living rate adjustment shall be based on the change in the CPI for a period longer than 24 months.
- 5.4 Timing for Rate Change. Changes in rates shall be effective on January 1, with notice provided to the Town on or before the preceding September 1.
- 5.5 Sewer Charges. The City's sewer charges to the Town shall equal:
- a. the flow measured at the Campbell Meter minus the flow measured concurrently at the Breezy Point Meter;
  - b. multiplied by the Wholesale Volumetric Rate;
  - c. less the conveyance charge calculated under subsection 8.1.4 for conveying sewage that originated within the City's municipal limits upstream of the Breezy Point Meter to the City Sewer System.
- 5.6 Billing. The City will bill the Town monthly on or about the tenth day of the following month for the cost of sewage handling and treatment.
- 5.7 Due Date. The invoice shall be due and payable within 45 days of the date of the invoice. If an invoice is not fully paid within 45 days, the unpaid balance shall be subject to interest at the rate of one and one-half percent (1.5%) per month.

## ARTICLE 6

### CONNECTIONS TO CAMPBELL SEWER SYSTEM; REGULATIONS ON USE

- 6.1 Sewer Main Extensions within the Utility District. Sewer main extensions may be made by the Town within the boundaries of the Utility District, provided such main extensions are also within the sanitary sewer service area described in the City's Code of Ordinances.
- 6.2 City Approval of Plans. All plans for sewer main extensions, new lift stations or new forcemains within the Utility District must be submitted to the City Sewer Utility and La Crosse City Engineer, and be approved by the City Board of Public Works. The Utility District shall inform the City Sanitary Sewer Utility of major sewer, forcemain and lift station replacement or renovation projects.

- 6.3 Plumbing. All plumbing shall be installed in compliance with the Wisconsin State Plumbing Code. The Town shall have a plumbing inspector who shall inspect all connections to the mains, keep records of all connections by measurements from manholes and inspect all inside plumbing. The City reserves the right to inspect all mains, connections, premises and records in order to ascertain compliance with all contracts, agreements, rules, regulations and accuracy of such records.
- 6.4 Application of City's Code of Ordinances. The Town shall by ordinance require all users, including industrial and commercial users within its jurisdiction, to conform and comply with the provisions of the City's Code of Ordinances related to wastewater and sewerage in order to protect the City's sewer system, and to comply with laws, orders, or directives of the United States government, or the State of Wisconsin. All dischargers to the Campbell Sewer System shall be subject to all City ordinances related to wastewater and sewerage, along with the provisions of all laws, orders and directives of the U.S. Government and the State of Wisconsin pertaining to wastewater.
- 6.5 Authority to Inspect. The City shall have the right to inspect and/or survey the wastewater discharge, the clear water discharge, and the premises of all Campbell Sewer System users, including industrial or commercial users within the jurisdiction of the Town.
- 6.6 Enforcement. If it is determined by the City that any wastewater or clear water entering the Campbell Sewer System is in apparent violation of the this Agreement, the City's Code of Ordinances or other authority, the City is authorized to proceed to enforce the Agreement, the City's Code of Ordinances and all laws, orders and directives of the U.S. Government and the State of Wisconsin pertaining to wastewater, using the enforcement process applicable to wastewater discharges set forth in the City's Code of Ordinances.

## ARTICLE 7

### MAINTENANCE OF CAMPBELL SEWER SYSTEM

- 7.1 Maintenance of Campbell Sewer System. The Town shall pay all costs associated with maintaining, operating, and replacing the Campbell Sewer System. The costs shall be included in the Town or Utility District sewer utility budget and reflected in Town or Utility District sewer rates. There shall be no additional cost to the City for replacement of Campbell Sewer System facilities unless such replacement is necessitated by an increase in flow from property within the City's municipal limits upstream of the Breezy Point Meter beyond that allowed under subsection 8.1.1 of this Agreement.
- 7.2 Infiltration and Inflow. The Town shall, at its expense, reduce infiltration/inflow into the Campbell Sewer System whenever such infiltration is in excess of any limits imposed or standards set by the Wisconsin Department of Natural Resources or the United States Environmental Protection Agency.

ARTICLE 8  
CITY CONNECTIONS TO CAMPBELL SEWER SYSTEM

8.1 Breezy Point Lift Station Connection to Campbell Sewer System.

8.1.1 *Breezy Point Lift Station Connection Authorized.* The City maintains a sewage collection system for property located within the City's municipal limits upstream of the Breezy Point Lift Station. The City is authorized to connect its sewage collection system to the Campbell Sewer System at the Breezy Point Lift Station. The Town agrees to convey through the Campbell Sewer System up to 0.144 MGD (100 GPM), maximum average for any calendar month, of wastewater originating within the City's municipal limits from the Breezy Point Lift Station to the point where the Campbell Sewer System connects to the City Sewer System downstream of the Campbell Meter.

8.1.2 *Breezy Point Meter.* The City flow entering the Breezy Point Lift Station shall be measured by the Breezy Point Meter. The City shall furnish the Breezy Point Meter, at its cost. The City shall maintain and service the Breezy Point Meter at its cost. The Breezy Point Meter shall be calibrated by a competent technician not less than once annually. The City shall pay all expenses related to the calibration. The City shall provide the Town with documentation of the results of such annual calibration within 10 days after the completion of the calibration.

8.1.3 *Reading of Breezy Point Meter.* Meter readings of the Breezy Point Meter shall be taken by the City weekly. Disputes over meter readings shall be resolved in the manner set forth in Section 4.7 of this Agreement.

8.1.4 *Conveyance Charge for Sewage from the Breezy Point Lift Station.* The City shall pay the Town a charge per million gallons for conveying the sewage generated from within the City's municipal limits upstream of the Breezy Point Lift Station from the Breezy Point Lift Station to the City Sewer System near Clinton Street and the east bank of the Black River. The conveyance charge paid by the City shall equal 15% of the Wholesale Volumetric Rate charged to the Town. For example, since the Wholesale Volumetric Rate for 2015 is \$1,631 per million gallons, the City would pay the Town a conveyance charge equal to 15% of \$1,631, or \$244.65 per million gallons of flow from the Breezy Point Lift Station. The conveyance charge calculated under this subsection shall be applied as a credit to the City's sewer charges in accordance with Section 5.5.

8.1.5 *Request for Increased Flow Limit.* Any increase in the City's allowable discharge at the Breezy Point Lift Station above 0.144 MGD (100 GPM), maximum average for any calendar month, must be negotiated with the Town. If any Campbell Sewer System facility must be replaced or upgraded to accommodate such increased flow from the City at the Breezy Point Lift Station, the Parties shall negotiate the conditions and cost sharing of such replacement or upgrade at that time.



8.2 Copeland Park Lift Station Connection to Campbell Sewer System.

8.2.1 *Copeland Park Lift Station Connection Authorized.* The City maintains the Copeland Park Lift Station to handle wastewater discharged from property located within the City's municipal limits upstream of the Copeland Park Lift Station. The City is authorized to connect its sewage collection system to the Campbell Sewer System at the Copeland Park Lift Station. The Town agrees to convey through the Campbell Sewer System wastewater originating within the City's municipal limits from the Copeland Park Lift Station to the point where the Campbell Sewer System connects to the City Sewer System at the Campbell Meter.

8.2.2 *City Payment for Service Provided.* The City shall compensate the Town for wastewater service provided to properties located within the City's municipal limits upstream of the Copeland Park Lift Station as provided under Subsection 8.3.3.

8.3 Other Connections of Property Located Within the City's Municipal Limits to the Campbell Sewer System.

8.3.1 *Connections Authorized.* Certain properties within the City's municipal limits are located downstream of the Breezy Point Meter but upstream of the Campbell Meter. The Town agrees to allow these properties located within the City's municipal limits to connect to the Campbell Sewer System. Connection to the Campbell Sewer System shall be at the expense of the property owner(s) receiving service.

8.3.2 *Status as City Customer.* A person or entity whose property is located within the City's municipal limits shall be a customer of the City Sewer Utility even if the person's or entity's property is connected to the Campbell Sewer System. The City shall be solely responsible for providing service to persons or entities whose property is located within the City's municipal limits. The Town agrees that it will not assess or make any sewer charge of any kind against any property owned or under the jurisdiction of the City unless otherwise provided in this Agreement.

8.3.3 *City Payment for Service Provided to City Customers.* The City shall compensate the Town for wastewater service provided to properties located within the City's municipal limits downstream of the Breezy Point Meter but upstream of the Campbell Meter. For each such property provided service through the Campbell Sewer System, the City shall pay to the Town the same charge the Town charges to its own customers. The City's payment shall be made as provided in Section 8.4.

8.4 Campbell Wastewater Charges.

8.4.1 *Campbell Rate Study.* The Campbell Rate Study is based on an REU methodology. The methodology for initially determining the number of REUs per user connected to the

Campbell Sewer System is set out in the Campbell Rate Study. In future updates and revisions of the Campbell Rate Study, the number of REUs to be assigned to each non-residential user with a water meter will be calculated based on the past, actual metered water usage of the user divided by the volume assigned to one REU. The volume assigned to one REU will equal the volume of Metered Sales to Residential Customers in the City, as reported on page W-2 of the La Crosse Water Utility PSC Annual Report, divided by the number of Residential Customers of the City, as also reported on page W-2.

- 8.4.2 *Campbell Wastewater Charge.* The Campbell Wastewater Charge for 2015 is \$220 per REU.
- 8.4.3 *Calculation of Charge to City.* The City shall pay the Town for service provided to City Customers under subsection 8.3.3 the amount calculated by multiplying the Campbell Wastewater Charge by the number of REUs allocated to those properties located within the City's municipal limits that are connected to the Campbell Sewer System under subsection 8.3.1 as of January 1 of each year.
- 8.4.4. *Billing and Payment.* The Town shall invoice the City for the charge calculated under subsection 8.4.3 and the invoice shall be due and payable within 45 days of the date of the invoice. If an invoice is not fully paid within 45 days, the unpaid balance shall be subject to interest at the rate of one and one-half percent (1.5%) per month.
- 8.4.5 *Changes in REUs or Campbell Wastewater Charge.* The Campbell Wastewater Charge shall remain in effect unless revised in accordance with a methodology similar to that used by the Campbell Rate Study, attached as Exhibit A, to determine the Campbell Wastewater Charge initially. Changes in rates shall be effective on January 1, with notice provided to the City on or before the preceding September 1. The number of REUs per user as set forth in the Campbell Rate Study shall remain in effect unless revised in accordance with subsection 8.4.1.

## ARTICLE 9 RECIPROCAL OBLIGATIONS

- 9.1 Use of Funds.
  - 9.1.1 *City Funds.* All funds collected from users of the City Wastewater Treatment Plant, including wholesale customers, contract users, City Users, or other users of the plant, for capital improvements including anticipated future capital improvements, shall be maintained by the City in a separate reserve fund and only used for expenses directly related to collection, treatment, or disposal of sanitary sewage. Furthermore, that portion of funds collected from users of the City Wastewater Treatment Plant that are designed for capital expenditures shall be used only for capital expenses directly related to collection, treatment, or disposal of sanitary sewage.

- 9.1.2 *Town and Utility District Funds.* All funds collected from users of the Campbell Sewer System for capital improvements, including anticipated future capital improvements, shall be maintained by the Town in a separate reserve fund for the Utility District and only used for expenses directly related to collection and conveyance of sanitary sewage.
- 9.2 Access to Records.
- 9.2.1 *City Records.* The City shall provide the Town access to all City records on sanitary sewer flow, sewer utility income and expenses, sewer utility reserve funds, and other financial records relative to the City Sewer Utility's operations.
- 9.2.2 *Town and Utility District Records.* The Town shall provide the City access to all the Town's and Utility District's records on sanitary sewer flow, sewer utility income and expenses, sewer utility reserve funds, and other financial records relative to the Town's and Utility District's sewer utility operations.
- 9.3 Public Records Law. Each Party to this Agreement is subject to the Public Records Law of the State of Wisconsin. As such, each Party agrees to retain all records as defined by Wisconsin Statute § 19.32(2) applicable to this Agreement for a period of not less than seven (7) years after the termination or expiration of this Agreement. Each Party agrees to assist a Party who receives a public record request pertaining to this Agreement ("Receiving Party") to comply with such public records request. Additionally, each Party agrees to indemnify and hold harmless a Receiving Party, its elected and appointed officials, officers, employees, and authorized representatives, for any liability, including without limitation, attorney fees, related to or in any way arising from the indemnifying Party's actions or omissions which contribute to the Receiving Party's inability to comply with the Public Records Law. This provision shall survive the termination of this Agreement.
- 9.4 Insurance. The City and Town shall each maintain insurance policies or maintain self insurance programs of the kinds and in the amounts which are customarily carried or maintained by local governments operating wastewater collection and treatment systems. Each Party shall provide the other with proof of such insurance coverage upon request.
- 9.5 Notification of Wisconsin Department of Natural Resources. Each Party shall be solely responsible for notifying the Wisconsin Department of Natural Resources of a discharge to or from its wastewater system in violation of federal or state law, or its wastewater discharge permit.
- 9.6 Capacity, Management, Operation, and Maintenance Programs. Each Party shall be solely responsible for implementing a capacity, management, operation, and

maintenance program for its own sewer system that satisfies the requirements of Wis. Admin. Code NR 210.23.

ARTICLE 10  
FORCE MAJEURE

- 10.1 Force Majeure. In case by reason of Force Majeure any Party shall be rendered unable wholly or in part to carry out its obligation under this Agreement, then if such Party shall give notice and full particulars of such Force Majeure in writing to the other Party within a reasonable time after occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it is affected by such Force Majeure shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such Party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein shall mean acts of God, acts of public enemy, orders of any kind of Governmental Authorities, or of any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, or pipelines, partial or entire failure of wastewater treatment, or inability on the part of a Party to receive or convey wastewater hereunder, on account of any other causes not reasonably within the control of the Party claiming such inability.

ARTICLE 11  
NOTICES

- 11.1 Written Notice Required. Unless otherwise provided in this Agreement, any notice, demand or other communication required or permitted under this Agreement shall be given in writing and delivered personally, by courier, by U.S. Mail or commercial delivery service.
- 11.2 Effective Date of Notice. Notice provided under this Agreement shall be deemed effective: (i) when personally delivered; (ii) three (3) days after deposit with the United States Postal Service, postage prepaid, certified, return receipt requested; or (iii) one (1) business day after deposit with a nationally recognized overnight courier service, addressed by name and to the Party or person intended, at the address provided in accordance with Section 11.3.
- 11.3 Address for Notices. Notices to a Party shall be provided to its respective address set forth below, or at such other address as may from time to time be designated by such Party to the others in accordance with this Article 10:

If to the City:

Attn: City Clerk

City of La Crosse  
400 La Crosse Street  
La Crosse, WI 54601

With a copy to:  
Attn: City Attorney  
City of La Crosse  
400 La Crosse Street  
La Crosse, WI 54601

If to the Town:

Attn: Town Clerk/Treasurer  
Town of Campbell  
2219 Bainbridge Street  
La Crosse, WI 54603

#### ARTICLE 12

##### EFFECTIVE DATE; TERM; TERMINATION FOR CAUSE

- 12.1 Effective Date. This Agreement shall become effective upon the date of execution of this Agreement by both the City and the Town.
- 12.2 Term. This Agreement shall extend from the effective date through December 31, 2018. The Agreement may be extended for further subsequent terms upon the written consent of both parties.
- 12.3 Default and Termination for Cause. Except as otherwise provided herein, if the Town shall fail to comply with or perform any of the conditions or obligations on its part, and, if after such failure the City shall notify the Town in writing of its intention to discontinue accepting sewage from the Utility District on account of such failure, refusal, or neglect, then the City shall have the right to discontinue accepting wastewater from the Utility District at the expiration of 60 days after the giving of such notice and terminate this Agreement, unless within this 60 day period the Town shall perform the conditions or obligations requested by the City. The discontinuance of service shall not release the Town from its obligations to make payments on past due services rendered under this Agreement.

#### ARTICLE 13

##### DISPUTE RESOLUTION

- 13.1 Dispute Resolution. A dispute or controversy between the City and the Town regarding any matter relating to this Agreement shall be resolved in accordance with this Article except as otherwise provided in this Agreement.

13.2 Notice of Dispute and Initial Meeting. If a dispute or controversy arises and exists regarding any matter relating to this Agreement, either Party may send a written notice to the other Parties identifying the nature and underlying facts of the dispute. Within 30 days of the date written notice is delivered, a meeting between the Parties shall be held to attempt in good faith to negotiate a resolution of the dispute or controversy. This Section is intended by the Parties to this Agreement to waive their respective statutory right to any further notice pursuant to Section 893.80, Wisconsin Statutes, to the extent such statute is applicable. Such waiver, however, shall not constitute a waiver of the damage cap contained in Section 893.80(3), Wisconsin Statutes, applicable to tort claims.

13.3 Mediation. If the Parties have not succeeded in resolving the dispute or controversy at the initial meeting or subsequent meetings scheduled by mutual agreement, or if the Parties have not held an initial meeting within thirty (30) days after the date of delivery of the written notice, the Parties may choose to proceed to mediation in accordance with this Section. The Parties shall jointly appoint a mutually acceptable neutral person not affiliated with either of them (the "Mediator") to conduct the mediation. The Mediator shall have a minimum of ten (10) years of experience in the subject matter of the dispute or controversy. The fees of the Mediator shall be shared equally by the Parties. If the Parties are unable to agree upon the selection of a Mediator within twenty (20) days after the initial meeting, or if no initial meeting was held, within fifty (50) days after the delivery of the written notice required by Section 13.2, the Parties shall either request that the La Crosse County Circuit Court shall select the Mediator or, in the alternative, proceed with other forms of dispute resolution. If the La Crosse County Circuit Court is to select the Mediator, the Parties agree that the Mediator selected shall be a Wisconsin professional with a minimum of ten (10) years of experience in the subject matter of the dispute or controversy, and that the selected Mediator need not be an attorney.

In consultation with the Parties, the Mediator will select or devise the mediation procedure to be held in La Crosse County, Wisconsin, by which the Parties will attempt to resolve the dispute or controversy. In consultation with the Parties, the Mediator will also select a date and time for the mediation and a date by which the mediation will be completed.

The Parties shall participate in good faith in the mediation to its conclusion as designated by the Mediator. If the Parties are not successful in resolving the dispute or controversy through the mediation, the dispute may be resolved by litigation or other appropriate means.

13.4 Costs. Except as expressly provided in this Agreement, each Party shall bear its own costs associated with dispute resolution, including attorneys' fees and litigation expenses.

ARTICLE 14  
MISCELLANEOUS

- 14.1 Agreement Supersedes Prior Agreements. This Agreement replaces all former agreements between the City and the Town related to the treatment and disposal of sewage.
- 14.2 Modification of this Agreement. This Agreement shall be amended only by formal written supplementary amendment. No oral amendment of this Agreement shall be given any effect. All amendments to this Agreement shall be in writing executed by both parties.
- 14.3 Mutual Cooperation. Each Party will assist the other in obtaining the necessary permits from the Wisconsin Department of Natural Resources, or any other governmental authority, for the receipt and provision of wastewater conveyance and treatment service in accordance with this Agreement.
- 14.4 Non-Assignability. No assignment or transfer of this Agreement shall be made by the Town or the City without the prior written agreement of the other Parties. This Agreement shall be binding on the heirs, successors, and assigns of each Party hereto.
- 14.5 No Third-Party Beneficiary. Nothing contained in this Agreement, nor the performance of the Parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party.
- 14.6 Severability. The provisions of this Agreement are severable. If any provision or part of this Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.
- 14.7 No Waiver. The failure of any Party to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver, or relinquishment of the future performance of any such term, covenant, or condition by any other Party or Parties hereto but the obligation of such other Party with respect to such future performance shall continue in full force and effect.
- 14.8 Governing Law. This Agreement and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in La Crosse County, Wisconsin. Each party waives its right to challenge venue.

- 14.9 Jury Trial Waiver. The Parties hereby waive their respective rights to a jury trial on any claim or cause of action based upon or arising from or otherwise related to this Agreement. This waiver of right to trial by jury is given knowingly and voluntarily by the Parties and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Each Party is hereby authorized to file a copy of this Section in any proceeding as conclusive evidence of this waiver by the other Party.
- 14.10 References to Laws. Unless otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules, or regulations shall include such laws, ordinances, rules or regulations as they may be amended or modified from time to time hereafter.
- 14.11 Compliance with Law. The Parties shall comply in all material respects with any and all applicable federal, state and local laws, regulations and ordinances.
- 14.12 Construction. This Agreement shall be construed without regard to any presumption or rule requiring construction against the Party causing such instrument to be drafted. This Agreement shall be deemed to have been drafted by the Parties of equal bargaining strength. The captions appearing at the first of each numbered section of this Agreement are inserted and included solely for convenience but shall never be considered or given any effect in construing this Agreement with the duties, obligations, or liabilities of the respective hereto or in ascertaining intent, if any questions of intent should arise. All terms and words used in this Agreement, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require.
- 14.13 Time Computation. Any period of time described in this Agreement by reference to a number of days includes Saturdays, Sundays, and any state or national holidays. Any period of time described in this Agreement by reference to a number of business days does not include Saturdays, Sundays or any state or national holidays. If the date or last date to perform any act or to give any notices is a Saturday, Sunday or state or national holiday, that act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.
- 14.14 Authority to Sign. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the Party for whom they are signing.
- 14.15 Execution of Agreement. Each Party shall sign and execute this Agreement on or before sixty (60) days of its approval by the La Crosse Common Council, and failure to do so will render the approval of the Agreement by the La Crosse Common Council null and void unless otherwise authorized.



14.16 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties.

14.17 Survival. All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of La Crosse and the Chairperson and Clerk of the Town of Campbell, by virtue of directions of the governing bodies of each municipality heretofore referred to, made and executed this Agreement for the Town and City of La Crosse this \_\_\_\_ day of \_\_\_\_\_, 2015 for the Town of Campbell, and this \_\_\_\_ day of \_\_\_\_\_, 2015, for the City of La Crosse.

- 14.14 Authority to Sign. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the Party for whom they are signing.
- 14.15 Execution of Agreement. Each Party shall sign and execute this Agreement on or before sixty (60) days of its approval by the La Crosse Common Council, and failure to do so will render the approval of the Agreement by the La Crosse Common Council null and void unless otherwise authorized.
- 14.16 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties.
- 14.17 Survival. All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of La Crosse and the Chairperson and Clerk of the Town of Campbell, by virtue of directions of the governing bodies of each municipality heretofore referred to, made and executed this Agreement for the Town and City of La Crosse this 12 day of JAN, 201~~5~~<sup>4</sup> for the Town of Campbell, and this 12<sup>th</sup> day of November, 2015, for the City of La Crosse.

CITY OF LA CROSSE, WISCONSIN

  
\_\_\_\_\_  
Tim Kabat, Mayor

  
\_\_\_\_\_  
Teri Lehrke, Clerk

TOWN OF CAMPBELL, WISCONSIN



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Terry Schaller, Chairperson



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Chadwick Hawkins, Clerk

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