

**AGREEMENT TO CONTROL THE CONTRIBUTION OF POLLUTANTS
IN THE STORM SEWER SYSTEMS BETWEEN
THE CITY OF MADISON
AND
THE UNIVERSITY OF WISCONSIN-MADISON**

THIS AGREEMENT, executed by the City of Madison, Wisconsin, a municipal corporation, hereinafter referred to as "MADISON", and the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Madison, hereinafter referred to as "UNIVERSITY", acting by and through its authorized agents shall become effective upon execution by both parties:

W I T N E S S E T H:

WHEREAS, MADISON and UNIVERSITY have jointly obtained Wisconsin Pollutant Discharge System permit number WI-SO58416-1 (hereinafter, "the Permit"), enabling them to discharge storm water from all portions of their municipal separate storm sewer systems pursuant to Chapter 147, Wis. Stats., and Wisconsin Administrative Code Chapter NR 216; and

WHEREAS, under the authority of Sec. 147.025, Wis. Stats., Wisconsin Administrative Code section NR 216.06(1)(d) and Parts II.B(7) and III.B(4) of the Permit require MADISON and UNIVERSITY to enter into an intermunicipal agreement to control the contribution of pollutants from one municipal separate storm sewer system to the other; and

WHEREAS, Sec. 66.30, Wis. Stats., authorizes towns, villages, cities, and other governmental units and regional planning commissions as municipalities to contract for the joint

(a) Jurisdiction to enforce the terms of this Permit is based on the ownership or control of the property from which the illicit discharges originate. If the illicit discharge originates from UNIVERSITY lands, UNIVERSITY shall have enforcement responsibility for such illicit discharge. If the lands from which an illicit discharge originates are not owned by, leased by, or otherwise subject to the control of

II. ENFORCEMENT JURISDICTION

(b) "UNIVERSITY lands" means lands owned by, leased by, or otherwise under the control of the Board of Regents of the University of Wisconsin which are within the geographic area covered by the Permit.

(a) "Illicit discharge" has the meaning provided in Wisconsin Administrative Code sections NR 216.002(10) and NR 216.07(7)(b)2.

For purposes of this AGREEMENT, the following definitions obtain:

I. DEFINITIONS

WHEREAS, the governmental units which are parties hereto are authorized by statute to exercise the powers implicit herein; and mutual benefit of the parties to control the contribution of pollutants from one municipal sewer system to the other. NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements hereinafter set forth, MADISON and UNIVERSITY do, pursuant to the provisions of Wisconsin Statutes, agree as follows:

exercise of any power or duty required or authorized by a statute; and

issues on the Committee agenda. of the person(s) to be contacted for placing storm water-related Joint Public Works Committee. Consult Attachment A for the name

meetings will be conducted by the existing UNIVERSITY/MADISON

water discharge issues related to new development. These

MADISON and UNIVERSITY shall meet periodically to discuss storm

IV. PLANNING PROCESS TO PREVENT POLLUTANTS IN STORM WATER FROM NEW DEVELOPMENT WHICH DISCHARGE TO SHARED STORM SEWERS

parties at the time it is proposed. proposed sampling shall be determined by mutual agreement of the

the Annual Report required by the Permit. Cost-sharing for any

Any proposed sampling of shared storm sewers will be included in

shared storm sewers systems is appropriate for the upcoming year.

Article VIII of this AGREEMENT, below, whether joint sampling of

The Parties shall discuss at the annual meeting provided for by

III. JOINT SAMPLING OF POLLUTANTS

situation.

cooperatively to determine the actions to best resolve the

identify the source of the discharge, the Parties shall work

UNIVERSITY but neither of the Parties is able to positively

within a storm sewer under the control of MADISON or

(b) In the case where an illicit discharge is detected

may possess.

to waive or cede any jurisdiction that MADISON or UNIVERSITY

Attachment A. Nothing in this AGREEMENT shall be construed

current contact list attached to this AGREEMENT as

contacting the individual designated for this purpose on the

over a particular piece of property may be resolved by

for such illicit discharge. Questions about jurisdiction

UNIVERSITY, MADISON shall have enforcement responsibility

(c) In the case that either Party discovers an illicit discharge to one or both of the Parties' storm sewer systems from a source that can not be positively identified, both Parties shall work cooperatively to determine the actions to best resolve the situation.

(b) In the case of an illicit discharge which originates from property under the jurisdiction of MADISON and which discharges directly to a UNIVERSITY storm sewer or to UNIVERSITY lands, the Party which discovers the discharge shall notify the other Party in accord with the current contact list attached to this AGREEMENT as Attachment A.

(a) In the case of an illicit discharge which originates from UNIVERSITY lands and which discharges directly to a storm sewer or property under the jurisdiction of MADISON, the Party which discovers the discharge shall notify the other Party in accord with the current contact list attached to this AGREEMENT as Attachment A.

Each Party agrees to notify the other Party of illicit discharges that it discovers, or of which it otherwise has knowledge, for which the other Party may have enforcement and/or clean up responsibility, according to the procedures set forth in this Article VI, below. No notification to the other Party is required for illicit discharges that are entirely contained within the discovering Party's storm sewer system, and which do not otherwise merit notification.

DISCHARGES
VI. NOTIFICATION PROCEDURES FOR ENFORCEMENT OF ILLICIT

The chain of communication for resolving general issues relating to the Permit is set forth in the current contacts list, attached to this AGREEMENT as Attachment A. Attachment A shall be revised as needed.

V. GENERAL NOTIFICATION PROCEDURES

The Parties shall meet each January, at a time and place to be determined by the Parties, to discuss issues pertaining to the Permit. Additional meetings may be scheduled as necessary.

VIII. MEETINGS

(c) The Parties' proportional share of the costs of any joint sampling, joint clean-up activities, or any other costs resulting from this AGREEMENT that are not provided for by (a) or (b), above, shall be allocated according to the mutual agreement of the Parties.

(b) Where illicit discharges originate from the jurisdiction, as defined in Article II (a), above, of one Party ("the discharging Party") and flow to or otherwise impact the jurisdiction of the other Party ("the non-discharging Party"), the discharging Party shall be responsible for, and, as consistent with Article XI of this AGREEMENT, hold the non-discharging Party harmless from the costs incurred in cleanup and remediation of the illicit discharge. The discharging Party's financial responsibility to the non-discharging Party shall not exceed the prevailing rates in the community for cleanup and remediation, and is subject to the appropriation of necessary funds. Where the circumstances allow, the non-discharging Party shall offer the discharging Party the opportunity to consult or assist in the cleanup and remediation.

(a) Except as provided in Articles II (b) and VII (b) of this AGREEMENT, each Party is responsible for the cleanup and remediation costs of illicit discharges to their respective lands or storm sewer systems.

VII. COST SHARING

It is mutually agreed that UNIVERSITY and MADISON will be prepared to answer and defend only the responsibility and resultant legal liability, involving personal injury or property damage, which is based upon or arises from their employees' or agents' respective acts, errors or omissions which may occur in connection with this AGREEMENT while acting within the scope of their employment.

XI. HOLD HARMLESS

Each party certifies it possesses legal authority to enter into this AGREEMENT, and that the persons identified in Article IX are duly authorized as agents by the Parties to act in connection with this AGREEMENT and to provide all required reports and such additional information as may be required.

X. PERFORMANCE

or to such other address that either party shall designate by written notice.

IF to UNIVERSITY:
Assistant Director of Chemical and Environmental Safety
U.W. - Madison Safety Department
30 North Murray Street
Madison, WI 53715 - 2609

IF to MADISON:
City Engineer
City County Building
210 Martin Luther King Jr. Boulevard
Madison, WI 53710

All notices hereunder and communications with respect to this AGREEMENT shall be directed by United States mail, postage prepaid and addressed as follows:

IX. NOTICES

No failure to exercise, and no delay in exercising, any right, power, or remedy hereunder on part of MADISON or UNIVERSITY shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. No express waiver shall affect any event or default other than the event of default specified in such waiver. Any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by MADISON or UNIVERSITY therein. A waiver of any covenant,

XV. NO WAIVER

It is mutually agreed that, in case any provision of this AGREEMENT is determined by any court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all other provisions of this AGREEMENT remain in full force and effect.

XIV. SEVERABILITY

This AGREEMENT shall be binding on the parties hereto, their respective heirs, devisees, and successors and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto unless the same be in writing signed by the duly authorized agent or agents who executed this AGREEMENT or their successors.

XIII. BINDING ON PARTIES

This AGREEMENT is intended to be solely between the parties hereto. No part of this contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to, employees of either of the parties.

XII. THIRD PARTY RIGHTS

Upon execution by both Parties, this AGREEMENT shall become effective, and shall run concurrently with the Permit to which this AGREEMENT relates. This AGREEMENT shall be automatically renewed each time the Permit is renewed, unless the Parties mutually agree otherwise.

XVII. EFFECTIVE DATE

This AGREEMENT may be amended at any time upon the mutual agreement of the Parties.

XVI. AMENDMENTS

term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

UNIVERSITY OF WISCONSIN-MADISON

 John Torphy, Vice Chancellor for Administration
 Date 3/11/97

_____ *[Signature]*
 Eunice Gibson, City Attorney - Madison
 Date 3-31-97

_____ *[Signature]*
 Gale Dushack, City Comptroller - Madison
 Date 3/31/97

APPROVED:

_____ *[Signature]*
 Ray Fisher, City Clerk
 Date 3.26.97

CITY OF MADISON, WISCONSIN
 A Municipal Corporation
 _____ *[Signature]*
 Paul R. Soglin, Mayor
 Date 3.31.97

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their proper officers.

Attachment A
Storm Water Contacts-City of Madison and University of Wisconsin-Madison
City of Madison/UW-Madison Inter-municipal Agreement
Storm Water Permit WPDES WI-S058416-1

The following list identifies whom to contact for various storm water permit compliance issues. If a condition arises that is not summarized in this table, please contact Mike Dailey, City of Madison Storm Water Program at 266-4058, Peter Reinhardt, Assistant Director, UW-Madison Chemical & Environmental Safety Program at 262-9735 or Sally Rowe, UW-Madison Chemical & Environmental Safety Program at 262-0979.

Condition	City Contact	UW-Madison Contact
After-Hours Contact	Engineering Service (266-4430)	Police & Security (262-4524)
Attorney's Office	Rick Petri (City Attorney's Office) 267-4942	Henry Cuthbert (Administrative Legal Services) 263-7400
Emergencies	Greg Fries (City Engineering) 267-1199	Sally Rowe (Safety Department) 262-0979
Enforcement-citations, etc.	Harry Sulzer (Building Inspection) 266-4568 Jeff Benedict (City Engineering) 267-1198	Police & Security (262-4524)
Erosion Control	Harry Sulzer (Building Inspection) 266-4568 Jeff Benedict (City Engineering) 267-1198	Sally Rowe (Safety Department) 262-0979
Hazardous Substances Spill	Duane Sippola (City Engineering) 266-4819	Sally Rowe (Safety Department) 262-0979
Illicit Discharge	Abdiel Galindo (Health Department) 266-4821	Rick Johnson (Environmental Health) 262-2986
Joint Public Works Committee	Larry Nelson (City Engineering) 267-4227	Bob Hendricks (FP&M Planning) 263-3027
Jurisdictional Issues	Rick Petri (City Attorney's Office) 367-4942	Henry Cuthbert (Administrative Legal Services) 263-7400
Maintenance Concerns	Duane Sippola (City Engineering) 266-4819	Sally Rowe (Safety Department) 262-0979
Permit Compliance Issues	Greg Fries (City Engineering) 267-1199	Sally Rowe (Safety Department) 262-0979
Silt/Sand Complaints	Toby Opheim (Streets Department) 246-4535	Gene Turk (Environmental Services) 262-2954
Backup Contact for Above	Mike Dailey (City Engineering) 266-4058	Peter Reinhardt (Safety Department) 262-9735

This table will be reviewed and updated as necessary to facilitate permit compliance.