

**Mt. Pleasant/Sturtevant
Hydrogen Peroxide Injection Facility Agreement**

This agreement whereby the Village of Mt. Pleasant and the Village of Sturtevant agree to allow a hydrogen peroxide injection facility to be located at the Village of Sturtevant's former wastewater treatment plant (located to the northeast of the north termination of 87th St.) is entered into by and between the Village of Mt. Pleasant (Mt. Pleasant) with offices at 6126 Durand Avenue, Racine, WI 53406 and the Village of Sturtevant (Sturtevant) with offices at 2801 89th Street, Sturtevant, WI 53177.

Whereas, Mt. Pleasant desires to provide a new hydrogen peroxide injection facility to help control odors in the Mt. Pleasant/Sturtevant Interceptor System; and

Whereas, Sturtevant has an acceptable location at the former wastewater treatment site;

Now therefore, in consideration of the mutual provision of this agreement, the parties to this Agreement hereby agree as follows:

1. Mt. Pleasant will bear all costs related to the initial installation of the hydrogen peroxide injection facility as well as ongoing operation and maintenance costs, replacement costs, and removal/restoration costs if the facility is deemed to no longer be required.
2. Mt. Pleasant will provide Sturtevant with plans for their review for the proposed hydrogen peroxide injection facility. Any future modifications will also be provided to Sturtevant for their approval.
3. Mt. Pleasant will notify Sturtevant prior to start of any construction activity and periodically update appropriate Sturtevant officials regarding the operation of the facility.
4. Sturtevant agrees to allow Mt. Pleasant to locate the proposed facility on their property at a location mutually agreed to by both parties and provide continuous access to appropriate Mt. Pleasant personnel.
5. The terms of this agreement shall be indefinite provided that Sturtevant can terminate this agreement upon six months written notice if Sturtevant transfers ownership of said parcel or has a use for the parcel other than as a recycling center.
6. That Mt. Pleasant shall protect and hold Sturtevant and its officers and employees harmless in regard to any liability, claims or lawsuits arising out of the activities authorized by the terms of this agreement.
7. Mt. Pleasant will provide appropriate notification and chemical information to both Mt. Pleasant and Sturtevant Fire Departments.

Approved this _____ day of _____ 2008

Carolyn Milkie
Mt. Pleasant Village President

Steven Jansen
Sturtevant Village President

Juliet Edmands
Mt. Pleasant Clerk/Treasurer

Mary Hanstad
Sturtevant Clerk/Deputy Treasurer

