

**VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022**

MEETING:	SPECIAL MEETING OF THE VILLAGE BOARD	
DATE AND TIME:	<u>WEDNESDAY, MARCH 30, 2022</u>	<u>6:00 p.m.</u>
LOCATION:	Germantown Village Hall Board Room N112 W17001 Mequon Road	

NOTICE: Pursuant to the recommendations of the Centers for Disease Control and Prevention concerning the prevention of COVID-19 infections, any member of the body and/or citizen may also attend the meeting virtually through the WebEx platform, Meeting #: 2554 689 3157 Password: SbzDZjfZ288 which can be accessed by phone at 408-418-9388 or by logging on at

<https://villageofgermantown.my.webex.com/villageofgermantown.my/j.php?MTID=ma1692728a718a2ea5b0d9902f076d92c>

Citizens not wishing to attend the meeting personally or virtually may submit any public comments by sending an email to comments@germantownwi.gov by 4 p.m. on the day of the meeting so that it can be provided to the members of the body for their consideration.

Previously recorded Village Board Meeting Videos can be viewed at

https://www.youtube.com/channel/UCOYp0EgELzTCa9X_iCohyhQ.

AGENDA

- I. **CALL TO ORDER:** *This meeting has been given public notice in accordance with Section 19.83 and 19.84, Wis. Stats, in such form that will apprise the general public and news media of subject matter that is intended for consideration and action.*
- II. **ROLL CALL:**
- III. **PLEDGE OF ALLEGIANCE:**
- IV. **INFORMATIONAL PRESENTATION OF THE VILLAGE OF GERMANTOWN PROVIDING SEWER AND WATER TO THE VILLAGE OF RICHFIELD'S NORTHEAST CORRIDOR AND INTERGOVERNMENTAL AGREEMENT.**
- V. **CITIZEN INPUT/PUBLIC APPEARANCE**
VILLAGE BOARDS TO RECEIVE INFORMATION AND COMMENTS FROM THE PUBLIC. NO FORMAL ACTION TO BE TAKEN. LISTENING SESSION ONLY:
Please be advised per §19.84(2), information will be received from the public. It is the policy of this municipality that there be a three (3) minute time period, per person, with time extension per the Chief Presiding Officer's discretion; be further advised that there may be limited discussion on the information received, however, no action will be taken under public comments. (15 minutes) Written Public Comments should be directed to comments@village.germantown.wi.us, by 4 p.m. on Wednesday, March 30.
- VI. **ADJOURNMENT.**

The next regular meeting of the Village Board will be on Monday, April 4, 2022, at 7:00 p.m.

UPON REASONABLE NOTICE, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For Additional information or to request this service please contact the Village Clerk at (262)250-4740 at least 2 days prior to the meeting.

**INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF MUNICIPAL
WASTEWATER AND MUNICIPAL WATER UTILITY SERVICE
BETWEEN THE VILLAGE OF RICHFIELD AND
THE VILLAGE OF GERMANTOWN**

This AGREEMENT, is entered into this day of by and between the Village of Richfield organized and existing under the laws of the State of Wisconsin with principal offices at 4128 Hubertus Road, Hubertus, Wisconsin, (“RICHFIELD”) and the Village of Germantown, a Municipal Corporation organized and existing, under the laws of the State of Wisconsin with principal offices at N1112W17001 Mequon Road, Germantown, Wisconsin, (“GERMANTOWN”), is as follows:

RECITALS

1. GERMANTOWN and RICHFIELD are authorized under Wis. Stat. § 66.0301(2) to contract with each other for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law.
2. GERMANTOWN and RICHFIELD executed a Memorandum of Understanding (generally a “MOU”) in October of 2020. The purpose of the MOU was to study RICHFIELD’S Northeast Corridor and whether the extension of municipal sewer and water to RICHFIELD’S Northeast Corridor would be beneficial to each community. Additionally, the MOU created a cost-share agreement regarding a Traffic Impact Analysis (“TIA”) which was requested by the Wisconsin Department of Transportation (“WisDOT”) to study the future infrastructure improvements to serve developments on both sides of I-41 on the Holy Hill Corridor.
3. GERMANTOWN has determined that serving the Northeast Corridor may benefit the financial health of its water and sewer utilities by increasing the customer base by having non-Germantown property owners helping to pay a portion of the capital costs.
4. GERMANTOWN and RICHFIELD also determined that cooperative planning with compatible development of the Northeast Corridor may serve to drive economic development within the Holy Hill Corridor.
5. RICHFIELD desires to encourage office/light industrial/logistics and warehousing development in the Northeast Corridor based in part due to its proximity to I-41, a major transportation arterial.
6. GERMANTOWN, RICHFIELD and Washington County executed a second MOU in the fall of 2021. The MOU between the local government partners created a cost-share agreement to extend the height of the water tower being constructed in GERMANTOWN on Rockfield Road an additional 35’ in height, which would allow the tower to provide sufficient water pressure if service was extended to RICHFIELD’S Northeast Corridor. GERMANTOWN has received approval from the Wisconsin Department of Natural

Resources (“WisDNR”) regarding the depth of Well No. 12 and anticipates receiving WisDNR approval regarding the height of the same soon.

7. GERMANTOWN does not own a wastewater treatment facility but is a customer of the Milwaukee Metropolitan Sewer District (“MMSD”). GERMANTOWN has determined that, provided that RICHFIELD’S Northeast Corridor is served by a sewer line that is extended from the intersection of Freistadt and Goldendale Roads, it has the capacity to serve the Northeast Corridor without hampering GERMANTOWN’S projected future growth area that could be served by the municipal sewer line within Holy Hill Road. GERMANTOWN and RICHFIELD acknowledge that approval from WisDNR, MMSD and the Southeastern Wisconsin Regional Planning Commission (“SEWRPC”) will be necessary to expand the municipal sewer service area.
8. RICHFIELD and GERMANTOWN, in cooperation with Washington County and Economic Development Washington County (“EDWC”), agree to explore the potential for grant funding from the WisDOT, Wisconsin Economic Development Corporation (“WEDC”), and the potential to utilize one-time federal grant funding (ARPA, Federal Infrastructure Bill) to help defray the direct costs to our respective taxpayers.
9. RICHFIELD and GERMANTOWN are currently in agreement regarding the Freistadt Road municipal sewer connection. The municipal sewer line would generally proceed northwest of the Freistadt Road and Goldendale Road intersection through various private properties, the exact location of which has yet to be determined, and then follow the State of Wisconsin’s right-of-way along the Wisconsin Southern Railroad Line to the Northeast Corridor (the “General Route”). RICHFIELD has contacted the WisDOT regarding the administrative approvals process for the same. GERMANTOWN has been working to discuss the matter with private property owners and has received positive feedback. The General Route is depicted in Exhibit A attached hereto.
10. RICHFIELD and GERMANTOWN are currently in agreement regarding the Rockfield Road connection for municipal water, which is approximately 0.5 miles from RICHFIELD’S municipal border. The municipal water line would then loop to Freistadt Road generally following the municipal sewer line route described in paragraph 9 above.

NOW THEREFORE, in consideration of the following mutual covenants and conditions, RICHFIELD and GERMANTOWN agree as follows:

A. GENERAL TERMS

1. RICHFIELD intends to proceed with the installation of infrastructure under this Agreement upon securing Development Agreement(s) and formation of a Tax Increment District (“TID”) for the anticipated office/light industrial/logistics and warehousing development in RICHFIELD’S Northeast Corridor.
2. RICHFIELD shall fund the costs of infrastructure outlined herein with the utilization of tax increment financing through the TID, which would be created prior to any

improvements occurring. The Parties agree that “but for” this TID assistance, development in the nature of RICHFIELD’S proposed development would not be expected to occur within the Northeast Corridor.

3. RICHFIELD shall pay the cost of the initial installation of municipal water and municipal sewer system improvements and associated appurtenances, including design, construction management, obtaining necessary approvals (including extensions of GERMANTOWN’S service areas) and acquisition of easements, necessary to serve the development in the Northeast Corridor. GERMANTOWN, in anticipation of servicing a broader area of land previously unserved, will cover the difference in material cost in the sizing of the respective utility lines to serve their needs. The parties shall split the cost equally for any right-of-way acquired in GERMANTOWN along the proposed route of the Freistadt Road connection where the sanitary sewer and water utilities will be located within said right-of-way. In the event it becomes necessary to acquire easements within Germantown necessary to provide service exclusively for the benefit of RICHFIELD, GERMANTOWN may exercise its powers of eminent domain, but if it declines to do so, GERMANTOWN authorizes RICHFIELD to exercise its powers of eminent domain under Wis. Stat. § 32.02(1). All costs associated with the acquisition of easements within Germantown necessary to provide service exclusively for the benefit of RICHFIELD shall be borne by RICHFIELD. All easements obtained by RICHFIELD for the water and sewer systems shall include language authorizing GERMANTOWN’S utilities to utilize the easements to install, operate, maintain, supplement, repair, enlarge, reconstruct, relocate, inspect and/or extend underground facilities, pipeline or pipelines with valves, hydrants, tieovers, main laterals and service laterals, together with all necessary and appurtenant equipment and including cathodic protection apparatus used for corrosion control, as deemed necessary by GERMANTOWN, for the operation of the system(s).
4. GERMANTOWN shall cooperate as necessary in assisting RICHFIELD with reviewing design plans, submissions necessary for approvals, and the like.
5. RICHFIELD shall design and construct all municipal water and municipal sewer system improvements consistent with GERMANTOWN Developer Handbook and Standard Specifications, Chapter 2 of the MMSD Rules, State and Federal regulations, and with approval of GERMANTOWN engineering department and utilities.

B. SERVICE AREA AND CAPACITY

1. Subject to the terms of this Agreement, and subject to any physical or geographic (elevation) limitations, GERMANTOWN shall provide sanitary sewer and municipal water service to the lands contained within the Northeast Corridor, as shown in the attached Exhibit B (the “RICHFIELD Service Area”). Any additions to the RICHFIELD Service Area must be approved in writing by GERMANTOWN. It is anticipated that sanitary sewer and municipal water service will be first provided to those lands within the TID described in paragraph A.1. to be developed as office/light industrial/logistics and warehousing. RICHFIELD may, at its cost and discretion (but in coordination with GERMANTOWN), extend sanitary sewer or municipal water service to other areas within

the RICHFIELD Service Area to provide service to those uses existing as of the Effective Date of this Agreement. Any changes to the existing uses or additional uses other than the planned office/light industrial/logistics and warehousing use must be approved by GERMANTOWN in writing before any sanitary sewer and/or municipal water service may be provided for such use, and approval shall not be unreasonably withheld. If these restrictions are complied with, capacity shall be provided by GERMANTOWN up to the limits provided for in this Agreement.

2. GERMANTOWN shall provide sanitary sewer service to the RICHFIELD Service Area solely for domestic strength wastewater in an amount not to exceed the following capacities:

Flow Condition	Flow
Average Daily	0.4 MGD
Daily Peak	0.7 MGD

3. Domestic strength wastewater is defined as follows:
 - a. <350 mg/L Biological Oxygen Demand (BOD₅)
 - b. <370 mg/L Total Suspended Solids (TSS)
 - c. <40 mg/L Total Kjeldahl Nitrogen (TKN)
 - d. <7 mg/L Total Phosphorus (TP)
 - e. 6.5 – 9.5 s.u. pH
 - f. <100 mg/L Hexane Extractable Materials
 - g. All other prohibitions as outlined in GERMANTOWN Municipal Code § 13.33 and Chapter 11 of the MMSD Rules.
4. GERMANTOWN shall provide municipal water service to the RICHFIELD Service Area in an amount not to exceed the following capacities:

Flow Condition	Flow
Average Annual	0.58 MGD
1-day Maximum	1.10 MGD
Peak Instantaneous	2,500 GPM

5. Flow Metering
 - a. Sewer. RICHFIELD shall install a metering system in the Northeast Corridor Pump Station for the purpose of accurately measuring and communicating the volume of wastewater transmitted to GERMANTOWN from the RICHFIELD Service Area.

GERMANTOWN shall continue to maintain the metering system in good operating condition. In the event of malfunction, GERMANTOWN will correct the malfunction within forty-eight hours of notice of malfunction.

- b. Water. GERMANTOWN shall install appropriately sized water meters at a building's connection point to its lateral, which meters shall be maintained by GERMANTOWN consistent with its meter maintenance policies.
- c. In the case of a metering system failure, flows shall be calculated based upon the time of operation shown on the run time meters multiplied by the apparent capacity of each pump until the system is repaired and put back into service.
- d. GERMANTOWN reserves the right to install cellular meters as it deems necessary.

C. SANITARY SEWER SERVICE

1. The RICHFIELD Service Area shall be served by a sanitary sewer main that is extended from the existing main located at the intersection of Goldendale and Freistadt Roads. The main extension shall be a gravity sewer from that intersection along the General Route to a point that is roughly located near the Southwest corner of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of section 18 in GERMANTOWN. The exact location shall be established as the General Route is finalized. The remainder of the General Route may be a force main, in the discretion of RICHFIELD.
2. GERMANTOWN shall own, operate, and maintain the sanitary sewer system located within RICHFIELD boundaries. GERMANTOWN shall also be responsible for costs associated with planning, designing and construction of improvements or other changes to GERMANTOWN'S sewerage system downstream of the connection point at Goldendale and Freistadt Roads needed to provide service to any GERMANTOWN'S service areas, including any interceptor connection to GERMANTOWN'S sewerage system, to the extent that such new system facilities are required to adequately provide service to RICHFIELD. In the event new system facilities are required to adequately provide service to RICHFIELD, GERMANTOWN agrees that it will allow RICHFIELD input on all bids received before awarding any bids for construction of such new system facilities required to adequately provide service to RICHFIELD, however GERMANTOWN shall have the sole discretion with respect to the award of any Bid.
3. Any proposed additional or substitute connection point(s) to GERMANTOWN'S sanitary sewer system beyond the General Route must be approved by GERMANTOWN and RICHFIELD.
4. All state and local regulations regarding separation and elimination of clearwater from sanitary wastes shall be strictly adhered to and enforced by both parties.
5. RICHFIELD agrees to maintain the areas around all sanitary sewer structures and appurtenances in such a manner as to avoid damage to them. (i.e., snowplowing, mowing

operations). In the event that damage to structures or appurtenances does occur, it shall be immediately reported to GERMANTOWN. GERMANTOWN will repair any damage and charge the cost of repairs to the party responsible for the damage in a manner consistent with its policies.

6. RICHFIELD hereby agrees to comply with Chapter 13 of GERMANTOWN'S Municipal Code and all provisions of the MMSD code pertaining to this service, now in existence or enacted or amended at any time during the existence of this Agreement or any extension thereof. In the event it has not done so to date, RICHFIELD shall adopt, within 60 days of the effective date of this Agreement, a sewer use ordinance substantially in conformance with Chapter 13 of GERMANTOWN'S Municipal Code and MMSD Rules. Such sewer ordinance shall require all RICHFIELD users of GERMANTOWN'S system to comply with all applicable ordinances, rules and regulations of GERMANTOWN, and RICHFIELD shall strictly enforce said regulations.
7. The parties agree that GERMANTOWN shall have the right to inspect all users within the RICHFIELD Service Area and if, from any inspection, it is determined by GERMANTOWN that any deleterious waste is improperly entering the system, or that either RICHFIELD or a user are violating any ordinance, rule or regulation or this Agreement, the user and RICHFIELD will be notified in writing and shall be required to cease and desist such discharge immediately in the case of deleterious waste and within five (5) days if some other violation. In the event RICHFIELD and/or user fail to take corrective action (or in the alternative to satisfactorily assure GERMANTOWN that corrective action will be taken within a specified period of time), GERMANTOWN may pursue any and all remedies available to achieve compliance.
8. RICHFIELD agrees that federal, state and local regulations regarding pretreatment of those industrial wastes demanding such pretreatment shall be allowed to be rigidly monitored and enforced upon the applicable industrial dischargers by GERMANTOWN.
9. Sewer Service Connections.
 - a. No permit for any additional connection to GERMANTOWN'S collection system shall be issued without prior written notice to GERMANTOWN. GERMANTOWN agrees that it will ensure that no permits are issued for any improvement involving new connections to the sewerage system unless the applicant first pays all applicable fees, and the aforementioned written notice has been given to GERMANTOWN.
 - b. All installations of building connection laterals shall be approved by GERMANTOWN'S designated inspector and installed by a licensed plumber. Upon issuance of an installation permit, GERMANTOWN'S inspector shall immediately forward a copy of the permit to RICHFIELD. In addition, GERMANTOWN'S inspector shall advise RICHFIELD by telephone of the location and date of construction of each lateral. This notification by GERMANTOWN to RICHFIELD shall be given no later than 24 hours prior to

date of construction. GERMANTOWN may conduct spot inspections to determine compliance with GERMANTOWN requirements. RICHFIELD shall collect GERMANTOWN'S fees associated with these services and forward the fees promptly to GERMANTOWN.

- c. After each connection is completed, GERMANTOWN shall provide RICHFIELD with a compliance report certified by GERMANTOWN'S plumbing inspector that the connection was inspected and was made in accordance with all state and local regulations. All building connection laterals shall be installed by a plumber licensed by the State of Wisconsin.
- d. RICHFIELD shall have the right to inspect GERMANTOWN'S permit records to ensure compliance with this Agreement. RICHFIELD shall also have the right to inspect any work performed relating to sewer service connections. All connections to the system shall meet the requirements of Chapter 13 of the Municipal Code of GERMANTOWN.
- e. RICHFIELD shall not permit septic waste from unconnected properties or from properties in the process of abandonment to be deposited in the sewerage system.

10. Sewage Treatment Rates

- a. GERMANTOWN and RICHFIELD have discussed and agree that sewer rates, as set by GERMANTOWN, will be set at 120% of the rates charged to GERMANTOWN ratepayers. GERMANTOWN shall oversee servicing of the municipal sewer line as well as routine/emergency maintenance. RICHFIELD customers shall pay the same connection charges as GERMANTOWN ratepayers.
- b. The 2022 rate structure under this Agreement is set forth in Exhibit C attached hereto. The rates established are set to pay for the conveyance, treatment, and disposal of sewage transmitted to GERMANTOWN from the users in RICHFIELD for the operation and maintenance costs, including DNR-mandates replacement fund expenses for the wastewater treatment facility and collection system.
- c. Changes to rates for service shall be as established in GERMANTOWN Municipal Code, which shall be on a reasonable and non-discriminatory cost of service basis.
- d. The sewer user charge rate shall be applied to the total wastewater flow as metered at RICHFIELD connection point and based upon the number of lateral connections in accordance with the rate structure set forth in Exhibit C.
- e. MMSD has, as a component of its cost of service, an annual fee dedicated to its capital fund. In the event MMSD levies a capital fee based upon development in RICHFIELD, RICHFIELD shall be solely responsible for payment of the fee.

11. Future Upgrades and Expansion

- a. It is understood by RICHFIELD that GERMANTOWN'S use of the MMSD wastewater treatment facility is considered a regional facility and accordingly, the potential exists for future agreements by GERMANTOWN for conveyance of wastewater originating in other municipalities, or sanitary, management and utility districts created therein. Additions to the capacity of the wastewater treatment facility or interceptors, consistent with upgraded treatment processes as required by the Department of Natural Resources and the Environmental Protection Agency (EPA) or caused by growth, may be necessary in the future.
- b. If improvements to the MMSD wastewater treatment facility or the addition of a specific process for treating wastewater is required solely due to the treatment of wastewater from a user within the RICHFIELD Service Area, the total of such expense shall be paid by the user. If improvements to the wastewater treatment facility or the addition of a specific process for treating wastewater is required solely due to the treatment of wastewater from a user outside the RICHFIELD Service Area, none of such expense shall be charged to the user.

D. WATER SERVICE

1. The RICHFIELD Service Area shall be served by a municipal water main loop that is created by extending an existing main along Rockfield Road approximately 0.5 miles from RICHFIELD'S municipal boundary through the RICHFIELD Service Area and then following the General Route to the existing main located at the intersection of Goldendale and Freistadt Roads.
2. GERMANTOWN shall own, operate, and maintain the municipal water system located within RICHFIELD boundaries.
3. Any proposed additional or substitute connection point(s) to GERMANTOWN'S municipal water system beyond the loop described above must be approved by GERMANTOWN and RICHFIELD.
4. RICHFIELD agrees to maintain the areas around all municipal water structures and appurtenances in such a manner as to avoid damage to them. (i.e., snowplowing, mowing operations). In the event that damage to structures or appurtenances does occur, it shall be immediately reported to GERMANTOWN.
5. Water Service Charges.
 - a. GERMANTOWN and RICHFIELD have discussed and agree that the water rates, as set by the Public Service Commission (PSC) and agree that GERMANTOWN shall serve the RICHFIELD private industry user(s) as "Retail Customer(s)" rather than as "Wholesale Customer(s)". Those rates would be paid by the end-user(s) in the RICHFIELD Service Area. GERMANTOWN shall service the water line as well as routine/emergency maintenance. RICHFIELD customers shall pay the same connection charges as GERMANTOWN ratepayers.

- b. The 2022 rate structure under this Agreement is set forth in Exhibit D attached hereto. The rates established are set to pay for the water service provided to the users in RICHFIELD for the operation and maintenance costs, including replacement fund expenses for GERMANTOWN'S system.
- c. Changes to rates for service shall be as established in GERMANTOWN Municipal Code, which shall be on a reasonable and non-discriminatory cost of service basis.
- d. The water user charge rate shall be determined as metered at the user's building and in accordance with the rate structure set forth in Exhibit D.

6. Connections

- a. No permit for any additional connection to GERMANTOWN'S water system shall be issued without prior written notice to the GERMANTOWN. RICHFIELD agrees that it will ensure that no permits are issued for any improvement involving new connections to the water system unless the applicant first pays all applicable fees to GERMANTOWN, including impact fees according to GERMANTOWN'S water impact fee schedule, and the aforementioned written notice has been given to GERMANTOWN.
- b. All installations of building connections shall be approved by GERMANTOWN'S designated inspector and installed by a licensed plumber. Upon issuance of an installation permit, GERMANTOWN'S inspector shall immediately forward a copy of the permit to RICHFIELD. In addition, GERMANTOWN'S inspector shall advise RICHFIELD by telephone of the location and date of construction of each lateral. This notification by GERMANTOWN to RICHFIELD shall be given no later than 24 hours prior to date of construction. GERMANTOWN may conduct spot inspections to determine compliance with GERMANTOWN requirements.
- c. After each connection is completed, GERMANTOWN shall provide RICHFIELD with a compliance report certified by GERMANTOWN'S plumbing inspector that the connection was inspected and was made in accordance with all state and local regulations. All building connection laterals shall be installed by a plumber licensed by the State of Wisconsin. RICHFIELD shall have the right to inspect GERMANTOWN'S permit records to ensure compliance with this Agreement. RICHFIELD shall also have the right to inspect any work performed relating to water service connections. All connections to the system shall meet the requirements of Chapter 13 of the Municipal Code of GERMANTOWN and GERMANTOWN'S Standard Specifications.
- d. RICHFIELD shall collect GERMANTOWN'S fees associated with building services and forward the fees promptly to GERMANTOWN.

E. BILLING DATES AND PROCEDURES FOR SEWER AND WATER - PAYMENT TERMS

1. GERMANTOWN, as a customer of MMSD, is providing wastewater treatment and collection operation and maintenance services and water service to the RICHFIELD Service Area and the users of those utilities shall be liable for payment for all charges relating to these services. GERMANTOWN shall bill the users for all charges on a cycle consistent with their billing of GERMANTOWN utility customers. All invoices shall be paid in full within their prescribed amount of time after the date of billing, and if not so paid, the account(s) shall be considered delinquent. Payments received by GERMANTOWN after said date may be subject to a late payment charge as determined by GERMANTOWN.
2. GERMANTOWN shall provide to RICHFIELD, on an annual basis prior to January 15 of each year, a customer-billing summary which indicates any changes to the number of customers being served by GERMANTOWN. RICHFIELD shall have the right to inspect GERMANTOWN'S customer billing records to ensure compliance with the Agreement.
3. RICHFIELD shall place delinquent charges on property tax bills at the request of GERMANTOWN. GERMANTOWN shall notify RICHFIELD of all delinquent bills on or before October 15, annually. RICHFIELD shall forward all collections on delinquent charges obtained through the tax bills to GERMANTOWN within 30 days of receipt.
4. To the extent it is deemed necessary by GERMANTOWN, RICHFIELD shall cooperate with GERMANTOWN in provided any disconnection notices that need to be provided to utility customers in RICHFIELD.

F. DISPUTES

1. At least sixty (60) days before initiating dispute resolution to enforce this Agreement, the party contemplating such dispute resolution shall so notify in writing the other party and request a meeting to discuss and resolve the matter in contention. Prior to initiating any dispute resolution, all outstanding charges due and owing shall be satisfied. The party receiving such notification shall make itself available at reasonable times and places for such discussions and attempted resolution. The parties represent that they will each make a good faith effort to resolve any disputes that may arise between them. This procedure for dispute resolution shall not apply to emergency or exigent circumstances.
2. Upon failure of either party to comply with the terms and provisions of this Agreement, or with any rules and regulations set forth by the Wisconsin Department of Natural Resources or United States Environmental Protection Agency or other authorities who have legal jurisdiction in these matters, the aggrieved parties may sue in any court of competent jurisdiction for declaratory judgment or other relief as may be provided by law. The prevailing party in any such litigation shall recover its reasonable attorney fees and costs from the other party.

3. The rights and obligations of RICHFIELD and its users shall include those set forth in Wis. Stat. § 66.0821.

G. PRIVATE WELL ESCROW

RICHFIELD shall establish an escrow in the amount of \$50,000 which shall be used in the event that any private well within one-half (0.5) mile of GERMANTOWN'S new well number 12 experiences lowered water levels necessitating the deepening or replacement of the well and/or pump. The escrow funds shall be utilized to complete the work necessary. The escrow fund shall close upon the exhaustion of the escrow funds or the closure of RICHFIELD'S TID established for the Northeast Corridor, whichever comes first, and any remaining funds shall be returned to RICHFIELD.

H. EFFECTIVE DATE

The effective date of this Agreement shall be _____, 2022

I. TERM OF CONTRACT

This term of this contract shall run indefinitely.

J. EFFECT OF AGREEMENT

GERMANTOWN and RICHFIELD recognize that this Agreement is the product of a unique set of circumstances. Accordingly, it is mutually acknowledged that many of the provisions contained herein are unique unto themselves and should not be seen as precedent for any future agreement between GERMANTOWN and other entities.

K. SEVERABILITY

If a court of competent jurisdiction declares any clause, provision or section of this Agreement invalid, the invalidity of such clause, provision or section shall not affect the remaining provisions.

L. FORCE MAJEURE

If either party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party, the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

M. NO THIRD-PARTY BENEFICIARIES

This Agreement is intended solely for the benefit of RICHFIELD and GERMANTOWN, and no third party (other than successors and permitted assigns) shall have any rights or

interest in any provision of this Agreement, or as a result of any action or inaction of the parties in connection therewith.

N. ENTIRE AGREEMENT; AMENDMENT

This Agreement contain the entire understanding of the parties with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth in this Agreement, and this Agreement supersedes all prior negotiations, agreements and undertakings between the parties with respect to the subject matter hereof. All Exhibits referenced herein are attached hereto and incorporated herein by this reference. No waiver, amendment, modification or variation in the terms of this Agreement shall be valid unless in writing and signed by both parties.

THIS AGREEMENT shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, or such public boards committees, commissions or entities as shall succeed substantially to the rights, powers, and duties of the Parties hereto respectively.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of GERMANTOWN pursuant to a motion adopted by the Village Board on the ____ day of _____, 2022, and on behalf of RICHFIELD pursuant to a motion adopted by the Village Board on the ____ day of _____, 2022.

VILLAGE OF GERMANTOWN

Dean Wolter, Village President

ATTEST:

Deanna Braunschweig, Village Clerk

APPROVED AS TO FORM:

Brian C. Sajdak, Village Attorney

VILLAGE OF RICHFIELD

John Jeffords, Village President

ATTEST:

Jim Healy, Village Administrator/Clerk

EXHIBIT A

General Route Map

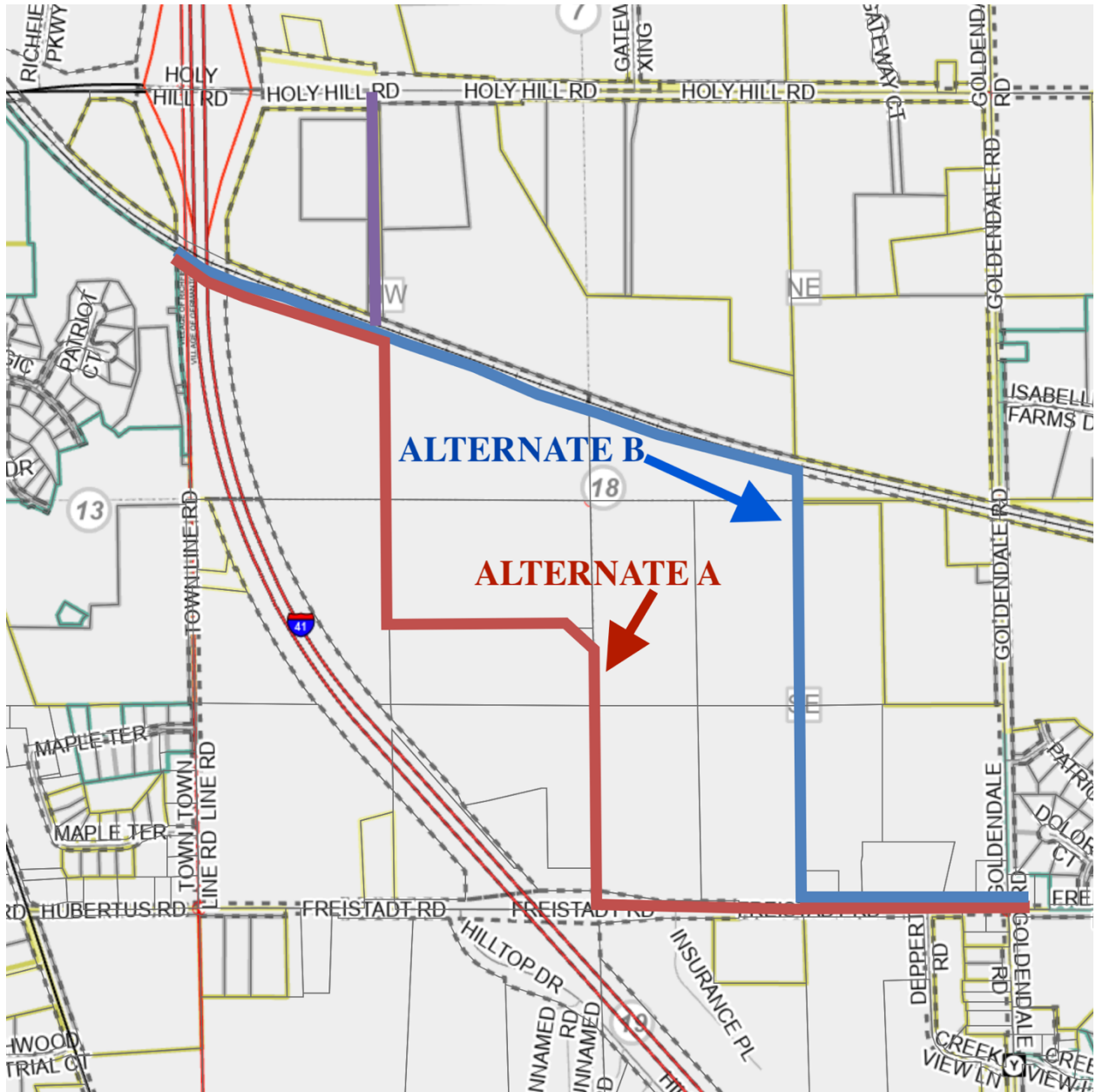


EXHIBIT B

RICHFIELD Service Area Map

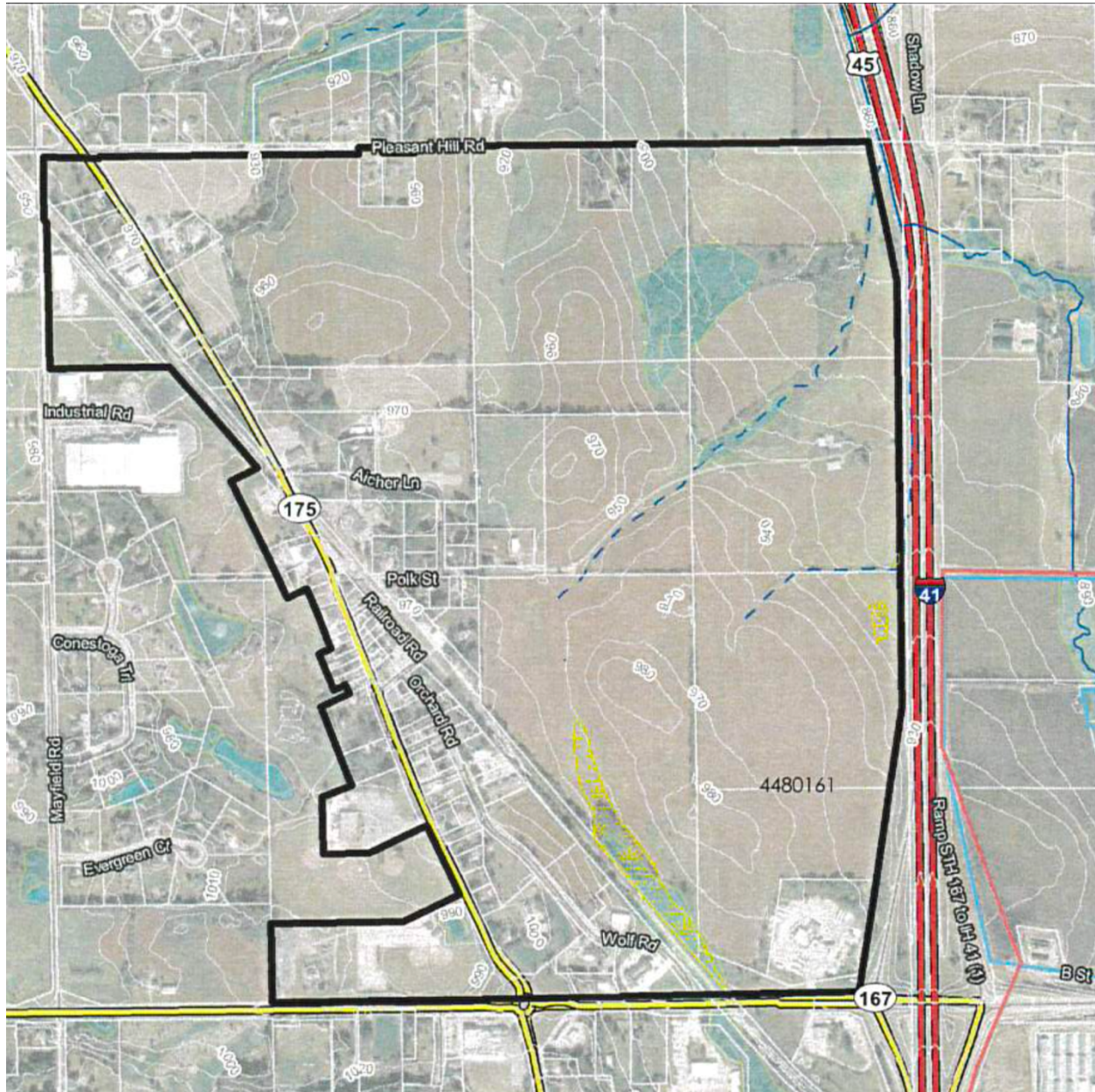


EXHIBIT C

Effective 12/15/2014 (1st Qtr 2015) - 10% increase

SEWER RATES

Quarterly Service Charge per Residential Dwelling Unit: \$40.01/ea.

Quarterly Service Charge for all other classes: Commercial, Industrial & Public properties:

Meter Size	\$ Amt	Meter Size	\$ Amt
5/8"	\$40.01	2"	\$132.02
3/4"	\$40.01	3"	\$202.03
1"	\$74.02	4"	\$362.06
1 1/2"	\$102.02	6"	\$592.08

Plus Volume Charge:

\$6.913 per 1,000 gallons of flow - Residential

\$8.641 per 1,000 gallons of flow - Commercial, Industrial, Public

*** Summer Sewer Billing Adjustment (1- & 2-Family Residences):**

Sewer utility volumetric basis for 2nd or 3rd quarter = lesser of actual volume of water usage

OR below calculated maximum:

$$\frac{(4\text{th Qtr} + 1\text{st Qtr Consumption})}{(2) \times 1.15}$$

= maximum volume of water usage to be attributed to Sewer Utility billing for 2nd and/or 3rd qtrs

New Customers without prior histor of usage:

Actual usage OR Village average of 18,000 gallons, whichever is lesser amount

New Customers with only one full quarter of prior usage or partial quarters:

Partial 4th Qtr & Full 1st Qtr	=	1st Qtr Consumption + 15%
Partial 1st Qtr	=	18,000 gallon Village average

LATE FEE - 1.0% per month

RETURNED CHECK FEE - \$20.00

EXHIBIT D

Water Rates

[See Attached]

Germantown Water Utility**Public Fire Protection Service**

Public fire protection service shall include the use of hydrants for fire protection service only and such quantities of water as may be demanded for the purpose of extinguishing fires within the service area. This service shall also include water used for testing equipment and training personnel. For all other purposes, the metered or other rates set forth, or as may be filed with the Public Service Commission shall apply.

Municipal Charge:

The annual charge for public fire protection service to the Village of Germantown shall be \$537,000. The utility may bill for this amount in equal installments.

Direct Charges:

Under Wis. Stat. § 196.03(3)(b), the municipality has chosen to have the utility bill the remaining public fire protection service charge to the retail general service customers.

Quarterly Public Fire Protection Service Charges:

$\frac{5}{8}$ - inch meter:	\$ 2.13	3 - inch meter:	\$ 33.00
$\frac{3}{4}$ - inch meter:	\$ 2.13	4 - inch meter:	\$ 54.00
1 - inch meter:	\$ 5.31	6 - inch meter:	\$ 108.00
1 $\frac{1}{4}$ - inch meter:	\$ 7.86	8 - inch meter:	\$ 171.00
1 $\frac{1}{2}$ - inch meter:	\$ 10.65	10 - inch meter:	\$ 255.00
2 - inch meter:	\$ 18.00	12 - inch meter:	\$ 342.00

Customers who are provided service under Schedules Mg-1, Ug-1, or Sg-1 shall also be subject to the charges in this schedule according to the size of their primary meter. Customers who are provided service under Schedule Am-1 are exempt from these charges for any additional meters.

Billing: Same as Schedule Mg-1.

Public Service Commission of Wisconsin

Germantown Water Utility

Private Fire Protection Service - Unmetered

This service shall consist of permanent or continuous unmetered connections to the main for the purpose of supplying water to private fire protection systems such as automatic sprinkler systems, standpipes, and private hydrants. This service shall also include reasonable quantities of water used for testing check valves and other backflow prevention devices.

Quarterly Private Fire Protection Service Demand Charges:

2 - inch or smaller connection:	\$	24.00
3 - inch connection:	\$	40.00
4 - inch connection:	\$	65.00
6 - inch connection:	\$	130.00
8 - inch connection:	\$	220.00
10 - inch connection:	\$	300.00
12 - inch connection:	\$	350.00
14 - inch connection:	\$	486.00
16 - inch connection:	\$	600.00

Billing: Same as Schedule Mg-1.

RATE FILE

Sheet No. 1 of 1

Schedule No. Mg-1

Public Service Commission of Wisconsin

Amendment No. 19

Germantown Water Utility**General Service - Metered**

Quarterly Service Charges:

5/8 - inch meter:	\$ 19.35	3 - inch meter:	\$ 141.00
3/4 - inch meter:	\$ 19.35	4 - inch meter:	\$ 219.00
1 - inch meter:	\$ 32.28	6 - inch meter:	\$ 405.00
1 1/4 - inch meter:	\$ 44.04	8 - inch meter:	\$ 621.00
1 1/2 - inch meter:	\$ 56.46	10 - inch meter:	\$ 909.00
2 - inch meter:	\$ 84.69	12 - inch meter:	\$ 1,200.00

Plus Volume Charges:

First	100,000	gallons used each quarter:	\$4.15 per 1,000 gallons
Next	900,000	gallons used each quarter:	\$3.60 per 1,000 gallons
Over	1,000,000	gallons used each quarter:	\$3.03 per 1,000 gallons

Billing: Bills for water service are rendered quarterly and become due and payable upon issuance following the period for which service is rendered. A late payment charge of 1 percent per month will be added to bills not paid within 20 days of issuance. This late payment charge will be applied to the total unpaid balance for utility service, including unpaid late payment charges. The late payment charge is applicable to all customers. The utility customer may be given a written notice that the bill is overdue no sooner than 20 days after the bill is issued. Unless payment or satisfactory arrangement for payment is made within the next 10 days, service may be disconnected pursuant to Wis. Adm. Code ch. PSC 185.

Combined Metering: Volumetric meter readings will be combined for billing if the utility for its own convenience places more than one meter on a single water service lateral. Multiple meters placed for the purpose of identifying water not discharged into the sanitary sewer are not considered for utility convenience and shall not be combined for billing. This requirement does not preclude the utility from combining readings when metering configurations support such an approach. Meter readings from individually metered separate service laterals shall not be combined for billing purposes.