

**AGREEMENT FOR WATER SERVICE**

**WHEREAS**, Michele D. Graham, a landowner at 8453 N. 68<sup>th</sup> Street in the City of Milwaukee, has requested the Village of Brown Deer Water Public Utility to furnish water at retail to her single family dwelling through the distribution system of the Village of Brown Deer; and

**WHEREAS**, the Village of Brown Deer, by its Resolution No. 93-02, adopted on January 18, 1993, has given permission for the proposed water service referred to under the conditions set forth in this agreement; and

**WHEREAS**, the City of Milwaukee, by its Resolution No. 920828 adopted on September 17, 1992, has also given permission for the proposed water service to the Michele D. Graham property; and

**WHEREAS**, the Village of Brown Deer, being a wholesale water customer of the Milwaukee Water Works, is restricted by a water service contract with the City of Milwaukee from reselling water without the permission of the City of Milwaukee; and

**WHEREAS**, it is essential that, before such service is provided to the Michele D. Graham residence, the Public Service Commission of Wisconsin approve such service as not establishing any precedent or "holding out" to permit the Brown Deer Water Public Utility or any other wholesale customer of the Milwaukee Water Works to provide water service beyond their contract boundaries to any additional customers.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual covenants hereinafter expressed, it is agreed by and between the parties of the Village of Brown Deer, hereinafter called "Brown Deer", and the City of Milwaukee, hereinafter called "Milwaukee", and Michele D. Graham, hereinafter called "Customer", as follows:

1. The Brown Deer Water Public Utility will furnish water to Michele D. Graham , 8453 N. 68<sup>th</sup> Street, Milwaukee, WI as a retail customer.
2. Brown Deer agrees that such water service will be made available contingent upon fulfillment of the following provisions:

- a. The following connection charge shall be paid to Brown Deer by the Customer before connection to the Brown Deer water main:

132 front feet @ \$7.577/ft.	\$1,000.16
Lot Charge	<u>\$ 300.00</u>
TOTAL	\$1,300.16

- b. In the event this property is divided in the future, and the owner(s) of the new lot(s) thereby created requests the Brown Deer Water Public Utility to furnish water to said new lot(s), a \$300.00 lot charge for each new connection shall be paid to Brown Deer.
- c. In addition to the connection charge set forth above, the customer shall pay a charge for water service equal to the standard Brown Deer water rate as determined from time to time by the Brown Deer Public Water Commission and as approved by the Public Service Commission of Wisconsin.

- d. Before any physical connection of a lateral is made to any water main of Brown Deer, a plumbing permit for such connection shall be obtained from Brown Deer and Milwaukee, and such connection and tapping shall be made in accordance with the Brown Deer and Milwaukee Plumbing Codes. The Customer's plumber shall determine the proper sizing of the tap and of the lateral. Also, the water service piping shall conform to the requirements of the "Rules and Regulations and Specifications Governing Water Service" of the Milwaukee Water Works, and the "Rules and Regulations" of the Brown Deer Water Public Utility.
- e. Before any physical connection of a lateral is made to any water main of Brown Deer, a right of way permit shall be obtained from Brown Deer, and restoration of the public right of way shall be in accordance with the "Specifications for Working Within Village of Brown Deer, WI Rights of Way".
- f. Maintenance of the water service connection serving the Customer located in the public right of way shall be the responsibility of the Customer and all costs of such maintenance, whether repaired privately or by Brown Deer, shall be paid by the Customer and the Customer does hereby agree to such charges.
- g. Brown Deer and Milwaukee will have the right to read water meters. Milwaukee agrees to collect any delinquent Brown Deer Water bills of the Customer through its statutory tax collection procedure whereby such delinquency is collected as a special tax against the property benefited upon the certification of the delinquency by the Village Clerk of Brown Deer.
- h. Brown Deer agrees to furnish winter quarter water consumption of Customer to Milwaukee to form the basis for sewer user charges to be billed quarterly by Milwaukee to Customer.
- i. Milwaukee guarantees that the payment by the Customer will be made when the same is due, and that in the event it is not paid at such time, Milwaukee shall pay for such service upon demand by Brown Deer within thirty (30) days receipt of a certification of delinquency by Brown Deer. An additional charge shall be assessed against all late payments in accordance with the "Rules and Regulations" of Brown Deer Water Public Utility, as approved by the Public Service Commission of Wisconsin. Milwaukee shall pay reasonable attorney fees for collection efforts by Brown Deer for nonpayment of charges.
- j. It is expressly agreed that the furnishing of service to the aforesaid Customer of Milwaukee does not and shall not constitute a holding out by Brown Deer to provide water service to Milwaukee itself or to any other person, firm or corporation residing or located in Milwaukee, nor does it grant any right to Brown Deer to provide water service to Milwaukee itself or to any other person, firm, or corporation residing or located in Milwaukee, nor does Milwaukee commit itself to acceptance of future water service.
- k. The undersigned Customer residing in Milwaukee hereby covenants and agrees to pay Brown Deer the water bills for water service as such water bills become due and to be bound by the rules and regulations of the Brown Deer Water Public Utility as amended from time to time. All of the provisions and covenants herein contained shall be binding on all parties, their heirs, personal representatives,

successors and assigns. The real estate affected hereby is described in Exhibit "A" which is attached hereto and made a part hereof.

3. If and when at some future date it becomes economically feasible and convenient to provide direct water service to Customer, rights are granted to the Milwaukee Water Works to require Customer to detach from the Brown Deer water supply system and Customer shall re-connect to the Milwaukee water system and at no expense to the Milwaukee Water Works or to Brown Deer.
4. That the Milwaukee Water Works, if it provides such water service to the Customer above referred to through Brown Deer from the Milwaukee water supply system, will only provide such service and not otherwise, expressly conditioned upon the Public Service Commission of Wisconsin appropriately declaring in a written promulgation of such declaration that such water service provided as herein set forth shall in no event be treated or be deemed a "Holding Out" of the furnishing of water service, thereby necessitating or requiring the Milwaukee Water Works to provide water service to any other customer or community in the County of Milwaukee or any other county, either at retail or wholesale or otherwise, unless and until such water service has been expressly agreed to and approved by both the Milwaukee Water Works and the Common Council of Milwaukee.
5. This agreement is subject to the approval of the Public Service Commission of Wisconsin and shall not be effective until such approval is duly given.
6. This agreement on the part of the Milwaukee Water Works is entered into pursuant to Milwaukee Common Council Resolution File No. 920828, incorporated herein as though more fully set forth and upon conditions and terms set forth in this agreement, further that this agreement shall not become operative or effective until the Public Service Commission of Wisconsin shall approve and promulgate the declaration and determination as is more fully set forth in Paragraph 4 of this agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2005.

Signed in presence of:

by \_\_\_\_\_ (SEAL)  
Milwaukee Commissioner of Public Works

STATE OF WISCONSIN     )  
  )SS  
MILWAUKEE COUNTY     )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005,  
Milwaukee Commissioner of Public Works, to me known to be person who executed the foregoing  
instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public - State of Wisconsin  
My commission expires: \_\_\_\_\_

by \_\_\_\_\_ (SEAL)  
Superintendent of Milwaukee Water Works

STATE OF WISCONSIN     )  
  )SS  
MILWAUKEE COUNTY     )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005,  
Superintendent of Milwaukee Water Works, to me known to be the person who executed the foregoing  
instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public - State of Wisconsin  
My commission expires: \_\_\_\_\_

APPROVED AS TO FORM:

by \_\_\_\_\_  
Milwaukee City Attorney (Asst.)

Russell V. Gompel  
Village of Brown Deer - Clerk

Margaret Jaberg  
Village of Brown Deer - President

STATE OF WISCONSIN )  
  )SS  
MILWAUKEE COUNTY )

Personally came before me this 9<sup>th</sup> day of January, <sup>2006 JKL</sup> 2005, Margaret Jaberg, President and Russell Van Gompel, Clerk, of the Village of Brown Deer, a Municipal Corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such President and Clerk of said municipality, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Village of Brown Deer, by its authority.

Jill Kenda-Sub-Bull  
Notary Public - State of Wisconsin  
My commission expires: 2-15-09

Michele D. Graham  
Michele D. Graham - Customer

STATE OF WISCONSIN )  
  )SS  
MILWAUKEE COUNTY )

Personally came before me this 6<sup>th</sup> day of January, <sup>2006 MDA JP</sup> 2005, Michele D. Graham, Customer, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Jill Kenda-Sub-Bull  
Notary Public - State of Wisconsin  
My commission expires: 2-15-09

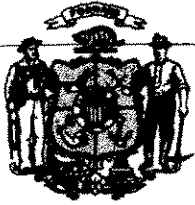
EXHIBIT "A"

LEGAL DESCRIPTION FOR THE PROPERTY AT

*8453 N. 68<sup>th</sup> Street – TAX KEY NO. 044-9986*

That part of the Northwest  $\frac{1}{4}$  of Section 10, Town 8 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows:

The North 132' of the South 528' of the East 331.76' of said  $\frac{1}{4}$  Section, excluding the Easterly 53'.



# Public Service Commission of Wisconsin

Daniel R. Ebert, Chairperson  
Robert M. Garvin, Commissioner  
Mark Meyer, Commissioner

610 North Whitney Way  
P.O. Box 7854  
Madison, WI 53707-7854

January 5, 2006

Mr. Michael P. Rau, Superintendent  
Brown Deer Water Utility  
4800 West Green Brook Drive  
Brown Deer, WI 53223-2496

RE: Water Service to 8453 N. 68th Street, City of Milwaukee by the  
City of Brown Deer

DWCCA-3720  
DWCCA- 780

Dear Mr. Rau:

We have received your letter dated December 22, 2005, and the attached Resolution that permits water service to 8453 N. 68th Street, City of Milwaukee by the City of Brown Deer and allows Milwaukee to retain its rights to serve this property in the future.

Staff has reviewed the agreement and will place it on file for future reference. Staff believes that the terms and conditions set forth in the agreement are made pursuant to the statutory powers of municipalities and are within the regulatory framework of Wis. Stat. ch. 196.

A copy of this letter is being placed in each utility file. If you have any questions, please call me at (608) 266-7236.

Sincerely,

Thomas J. McDonald  
Utility Rate Analyst  
Division of Water, Compliance and Consumer Affairs

TJM:crb:w:\water\mcdonald\milw-brn deer to serve customer.doc

cc: Ms. Carrie M. Lewis, Superintendent  
Milwaukee Water Works  
Room 409  
841 North Broadway  
Milwaukee, WI 53202-3613

**RECEIVED**

JAN 10 2006

**Milwaukee Water Works**



COMMUNITY SERVICES DEPARTMENT  
4800 West Green Brook Drive  
Brown Deer, Wisconsin 53223

January 20, 2006

Carrie Lewis, Superintendent  
Milwaukee Water Works  
Room 409, Municipal Building  
841 N. Broadway  
Milwaukee, WI 53202

**RECEIVED**

JAN 23 2006

**Milwaukee Water Works**

**SUBJECT:** Connection of the Property at 8453 N. 68<sup>th</sup> Street  
to the Brown Deer Water System

Dear Ms. Lewis:

Ms. Michele D. Graham has purchased the parcel located at 8453 N. 68<sup>th</sup> Street in the City of Milwaukee. She has submitted a request to the Village of Brown Deer for the Village to furnish water to her proposed residence through the distribution system of the Brown Deer Water Public Utility.

The Village of Brown Deer, by its Resolution No. 93-02, adopted on January 18, 1993, has given permission for the proposed water service.

An AGREEMENT FOR WATER SERVICE to provide water service to the proposed Graham residence has been prepared and has been executed in quadruplicate by Ms. Graham and the Village of Brown Deer. We are sending to you the four (4) signed original copies of this agreement. Please submit this agreement to the Milwaukee City Attorney's office for approval as to form, sign it, and then forward to the Commissioner of Public Works for execution as well. After completion by the City, please return all four (4) original copies to my attention at the Village. After the Agreement has been approved by all necessary governmental agencies and executed by all required signatories, we will have it recorded in the Office of the Milwaukee County Register of Deeds.

Please call this office at 414-371-3060 or Brown Deer Water Superintendent Michael Rau at 414-371-3081 if you have any questions.

Sincerely,

James Buske  
Engineering & GIS Services Manager

Enclosures (4)

Cc: Michael Rau, Water Superintendent  
Jesse Thyges, Community Services Director  
Michele Graham, Owner