

**AGREEMENT  
BETWEEN THE CITY OF MILWAUKEE  
AND THE ROBERT WILLIAM PARK WATER ASSOCIATION REGARDING  
EMERGENCY WATER SERVICE**

This agreement ("Agreement") is made and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Milwaukee ("Milwaukee"), operating as a water public utility, and the Robert William Park Water Association ("RWPWA"), collectively "the Parties".

WHEREAS, RWPWA is a privately-operated water system providing water service through operation of two wells to the residents of the Robert William Park subdivision within the City of Milwaukee; and

WHEREAS, the Wisconsin Department of Natural Resources ("WDNR") has requested that RWPWA adopt a formal plan for emergency water supply in the event that both of RWPWA's wells are not operational; and

WHEREAS, during an electrical power failure, RWPWA is unable to supply its members with water; and

WHEREAS, Wisconsin Administrative Code § NR 810.17 authorizes a temporary interconnection with another water system to provide water in an emergency; and

WHEREAS, RWPWA desires to enter into an agreement for emergency water service with Milwaukee; and

WHEREAS, Milwaukee is agreeable to providing such emergency water service upon expressed conditions, including but not limited to RWPWA's representation that its system contains no lead service lines; and

WHEREAS, the Common Council of the City of Milwaukee has authorized this Agreement by Resolution File No. \_\_\_\_\_ adopted on \_\_\_\_\_, 2017; now, therefore, in consideration of the mutual covenants of the parties hereto,

IT IS AGREED, as follows:

**I. Emergency Request**

- A. In the event of the complete loss of water supply to the Robert William Park subdivision due to the failure of both wells, an authorized representative of the RWPWA will contact the Milwaukee Water Works ("MWW") 24-Hour Emergency Control Center at (414) 286-3710 to request an emergency hose connection ("Emergency Request").



## **II. Milwaukee Responsibilities**

- A. Milwaukee agrees to provide temporary emergency water service in response to an Emergency Request as follows:
1. MWW shall respond to an Emergency Request by assembling a crew and supervisor to proceed to 10300 West Villard Avenue as soon as possible.
  2. MWW shall open and flush the MWW hydrant located east of the driveway to 10301 West Villard Avenue to bring fresh water to the connection point. MWW shall set up the hose connection per SPS 382.41 at the MWW hydrant using backflow preventers and appropriate water conduit per NR 811.69 and SPS 382. If said hose material is not available, fire hoses shall be used per NR 810.17 (2).
- B. Milwaukee shall not be responsible for any adverse impacts on the RWPWA water system as a result of this Agreement.

## **III. RWPWA Responsibilities**

- A. Upon making an Emergency Request, RWPWA shall have an authorized representative onsite at 10300 West Villard Avenue to meet with the MWW supervisor and crew. Upon making the emergency request, RWPWA will notify the WDNR that the request has been made and will in turn follow any directives given by the WDNR.
- B. RWPWA shall assign a RWPWA representative, under the general direction of the MWW supervisor, who will operate the RWPWA hydrant as needed to install the connection to the MWW hydrant to allow water to flow from the MWW system into the RWPWA water system. Alternatively, the RWPWA representative may give permission to the MWW supervisor to have the MWW crew operate the RWPWA hydrant. MWW shall not operate the RWPWA hydrant without said permission. The temporary interconnection shall be terminated when one (1) RWPWA pump becomes operational.
- C. RWPWA shall open hydrants as needed until the water runs clear, in the event that flow reversals cause water quality issues in the RWPWA system. RWPWA shall be responsible for water quality as the water passes through RWPWA's distribution system. RWPWA shall be responsible for any and all water testing and reporting requirements.
- D. RWPWA shall notify RWPWA members and initiate any necessary emergency response systems regarding the changes to the RWPWA



water supply. RWPWA shall notify water consumers not to use the water provided for drinking or food preparation.

- E. RWPWA shall compensate MWW for the staff time devoted to making the temporary connection and for the volume of water supplied to the RWPWA. The payment will be calculated on the hourly wage plus overhead and fringe benefits for the employees responding to the emergency for the number of hours or fractions thereof that they spend responding to the emergency. The cost of water will be determined by the retail rate in effect for MWW at the time of the emergency for the number of hours water was used, using the average hourly use over the previous month as reported by RWPWA to the DNR.
- F. RWPWA shall be responsible for obtaining all necessary state and local permits and approvals, including but not limited to approvals required by WDNR under Wis. Admin. Code chs. NR 810 and 811.
- G. In case any action in court, claim, or proceeding before an administrative agency is brought against Milwaukee or any of its officers, agents, or employees for the negligent acts, errors and omissions of RWPWA during the performance of any of the covenants, acts, matters, or things by this Agreement undertaken, or for injury or damage caused in whole or in part by the negligence of RWPWA, its officers, agents and employees, arising from, in connection with, or as a consequence of this Agreement, RWPWA shall defend, indemnify, and save harmless Milwaukee and its officers, agents, and employees from all losses, damages, costs, expenses, judgments, or decrees arising out of such action. Milwaukee shall tender the defense of any claim or action at law or in equity to RWPWA or RWPWA's insurer, and upon such tender, it shall be the duty of RWPWA or RWPWA's insurer to defend such claim or action without cost or expense to Milwaukee or its officers, agents, or employees. Except for those services required to be performed by Milwaukee under this agreement, RWPWA shall be solely responsible for the conduct and performance of the services required under the terms and conditions of this Agreement and for the results therefrom.

#### **IV. Mutual Responsibilities**

- A. This Agreement shall operate for a period of 10 years from the effective date.
- B. Either Party may terminate this agreement for cause or convenience upon 90 days notice.
- C. The Parties agree to act in good faith and use due diligence in meeting their respective obligations under this Agreement.

- D. It is agreed by and between the Parties that this Agreement does not constitute a “holding out” of water service by Milwaukee for any other purpose or any other area and is expressly limited to the subject matter set forth in this Agreement. It is also agreed by and between the Parties that no water shall be sold at wholesale or retail by RWPWA to any present customer of Milwaukee unless approved, in writing, by the MWW.
- E. Milwaukee shall file a fully-executed copy of the Agreement with the Public Service Commission of Wisconsin.
- F. This Agreement shall be governed by, construed, and enforced under and in accordance with the laws of the State of Wisconsin.
- G. This Agreement may be executed in counterparts, which together shall constitute a single contract.
- H. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties, but neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned by either of the Parties hereto without the prior written consent of the other Party.
- I. Except for an Emergency Request, all notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested to the following addresses:

**If to RWPWA:**

Robert William Park Water Association  
Attn: President  
P.O. Box 361  
Butler, WI 53007

**If to Milwaukee:**

Milwaukee Water Works  
Attn: Superintendent  
841 N. Broadway, Room 409  
Milwaukee, WI 53202

- J. As soon as practicable following execution of this Agreement, each Party shall provide the other Party with the name and phone number of emergency contact staff or representatives.



Dated at Milwaukee, Wisconsin this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

IN THE PRESENCE OF:

CITY OF MILWAUKEE, operating as a  
Water Public Utility

\_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_

\_\_\_\_\_  
City Clerk

COUNTERSIGNED:

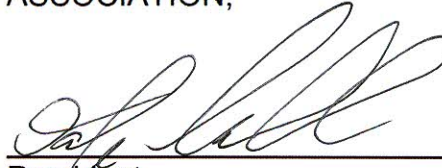
\_\_\_\_\_

\_\_\_\_\_  
City Comptroller

IN THE PRESENCE OF:

ROBERT WILLIAM PARK WATER  
ASSOCIATION,

*Jack L. Kell*  
\_\_\_\_\_

  
\_\_\_\_\_  
President

Approved as to form, execution, and  
content this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Assistant City Attorney

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