

AGREEMENT FOR WATER SERVICE

Document Number

Document Title

AGREEMENT FOR WATER SERVICE

(9168 N. 124th Street – City of Milwaukee)

Recording Area

Name and Return Address

Jane Islo
Water Works Administration Manager
Milwaukee Water Works
City of Milwaukee
841 North Broadway – Room 409
Milwaukee, WI 53202

037-0011-000

Parcel Identification Number (PIN)

This Water Service Agreement (“Agreement”) is made as of the ____ day of _____, 2023 (“Effective Date”) by and between the City of Milwaukee, operating as a water public utility (“Milwaukee”), the Village of Menomonee Falls, operating as a water public utility (“Menomonee Falls”), and Zignego Company, Inc., a Wisconsin corporation, d/b/a Menomonee Falls Crushing LLC, whose principal office is located at W226N2940 Duplainville Road, Waukesha, WI 53186-8815 (“the Customer”) (collectively, “the Parties”).

WHEREAS, The Customer is the owner of a commercial property at 9168 N. 124th Street in the City of Milwaukee, Tax Key No. 037-0011-000, (“Property”); and

WHEREAS, Milwaukee has no water main available to the Property and has no plans to install a Milwaukee water main in N. 124th Street at that location at this time; and

WHEREAS, Menomonee Falls is a wholesale water customer of Milwaukee; and

WHEREAS, The wholesale water service agreement between Menomonee Falls and Milwaukee, dated August 6, 2008 (“the MF-WSA”), prohibits Menomonee Falls from reselling water on a wholesale or retail basis with the exception of agreements listed in Exhibit B of the MF-WSA; and

WHEREAS, Pursuant to City of Milwaukee Resolution No. 890791 and Menomonee Falls Resolution No. 582-89, Milwaukee and Menomonee Falls executed an Agreement for Water Service dated November 16, 1989 (“1989 Agreement”) providing that Menomonee Falls will furnish water to Shoreline Support Corporation, the previous owner of the Property, as a retail customer; and

WHEREAS, The 1989 Agreement is listed in Appendix B of the MF-WSA; and

WHEREAS, Shoreline Support Corporation never executed the 1989 Agreement and retail service by Menomonee Falls was not established; and

WHEREAS, On March 1, 2022, the Customer purchased the Property from Shoreline Support Corporation; and

WHEREAS, The Customer has requested that Menomonee Falls furnish water at retail to the Property through the Menomonee Falls distribution system; and

WHEREAS, By Resolution No. _____, adopted on _____, 2023, the Village of Menomonee Falls authorized this Agreement; and

WHEREAS, By Resolution File No. _____, adopted on _____, 2023, the Common Council of the City of Milwaukee authorized this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants hereinafter expressed, it is agreed by and between the Parties as follows:

1. Menomonee Falls will provide retail water service to the Customer at 9168 North 124th Street, the Property being described as follows:

Parcel 1 of C.S.M. No. 7210, being a part of lands in the Northwest ¼ of the Southwest ¼ of Section 6, Town 8 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

See also Exhibit A.

2. Menomonee Falls 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 Menomonee Falls by the Customer before connection to the Menomonee Falls water main:

454.54 front feet @ \$60.00/ft.	<u>\$27,272.40</u>
Water Impact Fee	<u>\$ 3,311.00</u>
TOTAL	<u>\$30,583.40</u>

- b. In the event the Property is divided in the future, and the owner(s) of the new lot(s) thereby created requests that Menomonee Falls furnish water to the new lot(s), a new connection charge for each new connection shall be paid to Menomonee Falls.
- c. In addition to the connection charges set forth above, the Customer shall pay a charge for water service equal to the standard Menomonee Falls water rate as determined from time to time by the Water Utility of Menomonee Falls and as approved by the Public Service Commission of Wisconsin. Meter(s) will be owned, furnished, and installed by Menomonee Falls.
- d. Before any physical connection of a lateral main is made to any water main of Menomonee Falls, a water main tapping permit and a plumbing permit shall be obtained from Menomonee Falls and such connection and tapping shall be made in accordance with the Menomonee Falls plumbing codes. The water service piping shall conform to the requirements of the Rules and Regulations Governing Water Service and Water Service Piping Specifications of the Milwaukee Water Works and the Rules and Regulations of the Village of Menomonee Falls Water Utility. The Customer shall obtain site utilities, water service, and building plumbing permits from Milwaukee. If there are any conflicts between the required permits of Menomonee Falls and Milwaukee, the

requirements of the more restrictive permit shall apply. The Customer's plumber shall determine the proper sizing of the tap and of the lateral.

- e. Before any physical connection of a lateral is made to any water main of Menomonee Falls, a right of way permit shall be obtained from Milwaukee, and restoration of the public right of way shall be in accordance with all applicable regulations of Milwaukee.
 - 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 Menomonee Falls, shall be paid by the Customer and the Customer does hereby agree to such charges.
 - g. Menomonee Falls shall bill the Customer in accordance with applicable laws, regulations, and Menomonee Falls' tariff. Menomonee Falls and Milwaukee shall have the right to read water meters. Milwaukee agrees to collect any delinquent Menomonee Falls water bills of the Customer through its statutory tax collection procedure whereby such delinquencies are collected as a special tax against the property benefitted upon the certification of the delinquency by the Village Clerk of Menomonee Falls.
 - h. 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 Menomonee Falls within thirty (30) days receipt of a certification of delinquency by Menomonee Falls. An additional charge shall be assessed against all late payments in accordance with the Rules and Regulations of the Village of Menomonee Falls Water Utility, as approved by the Public Service Commission of Wisconsin.
 - i. Menomonee Falls agrees to furnish Customer's quarterly water consumption data to Milwaukee to enable Milwaukee to bill Customer for quarterly local sewer user charges.
 - j. It is expressly agreed that the furnishing of service to the Customer does not and shall not constitute a holding out by Menomonee Falls 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 Menomonee Falls 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 Menomonee Falls the water bills for water service as such water bills become due and to be bound by the rules and regulations of the Village of Menomonee Falls Water 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 paragraph 1. Milwaukee shall have the Agreement recorded in the Office of the Milwaukee County Register of Deeds.
3. If it becomes economically feasible and convenient for Milwaukee to provide direct water service to the Customer, Milwaukee shall have the right to require the Customer to detach from the Menomonee Falls water supply system and Customer shall re-connect to the Milwaukee water system at no expense to Milwaukee or to Menomonee Falls. Customer shall abandon the lateral in accordance with the Rules and Regulations of the Village of Menomonee Falls Water Utility. Before any physical connection of a lateral main is made to any water main of Milwaukee, a plumbing permit for such tapping shall be obtained from Milwaukee and such connection and tapping shall be made in accordance with the Milwaukee plumbing code.
4. If Milwaukee provides such water service to the Customer from the Milwaukee water supply system, as provided in paragraph 3, Milwaukee will only provide such service and not otherwise, and shall not be deemed to be holding out 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. Milwaukee's agreement to permit Menomonee Falls to provide water service to the Customer shall not be construed as providing permission to Menomonee Falls to serve any other customers or properties outside of the service area set forth in the MF-WSA.
6. After execution by the Parties, Milwaukee shall file a copy of the Agreement with the Public Service Commission of Wisconsin. Any modifications to this Agreement must be made in writing subject to the approvals of the Common Council of the City of Milwaukee and the Village Board of the Village of Menomonee Falls.
7. This Agreement may be executed in counterparts, which together shall constitute a single agreement. This Agreement shall be governed by, construed, and enforced under and in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, Menomonee Falls, Milwaukee, and the Customer have executed this Agreement as of the Effective Date.

VILLAGE OF MENOMONEE FALLS

Jeremy Walz, Village President

Amy Dishinger, Village Clerk

STATE OF WISCONSIN)
)ss.
WAUKESHA COUNTY)

Personally came before me this ____ day of _____, 2023, Jeremy Walz, President, and Amy Dishinger, Clerk, of the Village of Menomonee Falls, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires: _____

CITY OF MILWAUKEE

JERREL KRUSCHKE, P.E., Commissioner of Public Works

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 2023, Jerrel Kruschke, Commissioner of Public Works of the City of Milwaukee, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires: _____

CUSTOMER: ZIGNEGO COMPANY, INC.

Signature: *Jacob Zignego*

Printed Name: Jacob Zignego

STATE OF WISCONSIN)

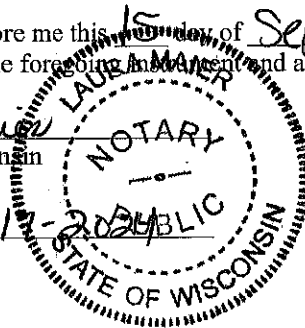
)ss.

MILWAUKEE COUNTY)

Personally came before me this 15 day of September, 2023, Jake Zignego, known to be the person who executed the foregoing instrument and acknowledged the same.

Laura Maier
Notary Public, State of Wisconsin

My commission expires: 4-17-2024



APPROVED AS TO FORM AND EXECUTION:

Assistant City Attorney Thomas D. Miller

This Agreement was drafted by the City of Milwaukee by Assistant City Attorney Thomas D. Miller.

1048-2022-1665:286965v2