

**INTERGOVERNMENTAL COOPERATION AGREEMENT  
BETWEEN THE CITY OF MILWAUKEE  
AND THE VILLAGE OF GREENDALE**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the City of Milwaukee, a municipal corporation (Milwaukee), and the Village of Greendale, a municipal corporation (Greendale).

WHEREAS, Milwaukee, operating as a public water utility, and Greendale, operating as a public water utility, executed an agreement as of the 18<sup>th</sup> day of February, 1997 for the sale of water by Milwaukee to Greendale at wholesale, which agreement was entitled Agreement Between the City of Milwaukee and the Village of Greendale for the Purchase of Water at Wholesale (Water Service Agreement); and

WHEREAS, pursuant to the 1997 Water Service Agreement (WSA), Milwaukee guarantees the Greendale water utility water at or in excess of 11 pounds per square inch of pressure at the outlet flange of the meter; and

WHEREAS, Greendale desires Milwaukee to guarantee an aggregate instantaneous flow rate of 5.25 million gallons per day; and

WHEREAS, in partial consideration of this enhanced guarantee, Greendale has agreed to enter into this Agreement to compensate Milwaukee for the value of the guarantee to Greendale and its customers, which guarantee is included in the terms of the new, revised Water Service Agreement (2012 WSA) (Exhibit A); and

WHEREAS, Greendale authorized its proper Village officials to enter into this Agreement pursuant to Resolution Number \_\_\_\_\_ dated \_\_\_\_\_, 2012; and

WHEREAS, Milwaukee authorized its proper City officials to enter into this Agreement pursuant to Common Council Resolution Number \_\_\_\_\_ dated \_\_\_\_\_, 2012; and

WHEREAS, Wisconsin Statute § 66.0301 authorizes municipalities to contract with each other for the receipt or furnishing of services.

NOW, THEREFORE, In consideration of the mutual promises contained herein and for other good and valuable consideration, the parties agree as follows:

**ARTICLE I  
AGREEMENT ON BEHALF OF GREENDALE**

A. Regional Benefits Payment. In partial consideration of Milwaukee's agreement to guarantee that an aggregate instantaneous flow rate of 5.25 million gallons per day will be available at Greendale's connection points to Milwaukee's system, Greendale agrees to pay to Milwaukee, subject to the other provisions of this Agreement, a one-time Regional Benefits Payment of \$750,000 payable no later than March 1, 2013.

B. Nature of Compensation. The Regional Benefits Payment reflects the value of the above guarantee to Greendale and its customers, under the terms of the 2012 WSA. The parties expressly recognize that the payment made by Greendale to Milwaukee shall not be considered tax receipts or revenues of Milwaukee's water system. Milwaukee shall deposit the payment into the City of Milwaukee General Fund.

**ARTICLE II  
AGREEMENT ON BEHALF OF MILWAUKEE**

A. It is expressly understood by the parties that, notwithstanding approval by the Public Service Commission of Wisconsin of the 2012 WSA, Milwaukee's obligation to guarantee the aggregate instantaneous flow rate of 5.25 million gallons is contingent upon the receipt of the Regional Benefit Payment described in Article I.A of this Agreement.

B. It is expressly understood that the Regional Benefit Payment is not a requirement for continuation of water service to Greendale.

**ARTICLE III  
AGREEMENT ON BEHALF OF BOTH PARTIES**

A. Both parties agree that economic development generates local and regional benefits. In order to achieve local and regional economic development benefits, both parties agree to abide by the Code of Ethics adopted by the Milwaukee 7 on November 29, 2006 and attached as Exhibit B.

B. Both parties agree that neither party shall take any action to solicit businesses to relocate from the City of Milwaukee to the Village of Greendale, or the Village of Greendale to the City of Milwaukee; and the Village of Greendale further agrees it shall not offer any economic incentives to any business to move from the City of Milwaukee to the Village of Greendale.

**ARTICLE IV  
TERM**

This Agreement shall become effective upon its execution by both parties and shall run concurrently with the term of the 2012 WSA.

**ARTICLE V  
AMENDMENT**

This Agreement may be amended at any time in writing upon mutual agreement of the parties.

**ARTICLE VI  
NOTICES**

All notices to be given by the parties shall be in writing and served by personal delivery, facsimile or United States mail, first class, postage prepaid, addressed as follows:

1. City of Milwaukee  
Department of Administration  
Budget and Management Division  
City Hall, 200 East Wells Street, Room 603  
Milwaukee, WI 53202
  
2. Village of Greendale  
[INSERT CONTACT  
ADDRESS]

**ARTICLE VII  
ENTIRE AGREEMENT**

With the exception of the terms of the 2012 WSA, this Agreement sets forth all the covenants, provisions, agreements, conditions and understandings between the parties and there are no covenants, promises, agreements, conditions or understandings either oral or written other than are herein set forth.

**ARTICLE VIII  
COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

In Witness Whereof, The parties hereto have executed this Agreement the day and year first above written.

IN THE PRESENCE OF:

CITY OF MILWAUKEE,

\_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_

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

COUNTERSIGNED:

\_\_\_\_\_

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

IN THE PRESENCE OF:

VILLAGE OF GREENDALE

\_\_\_\_\_

\_\_\_\_\_  
Village Manager

\_\_\_\_\_

\_\_\_\_\_  
Village Clerk

LUB:bl

5/15/12

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