

**THIRD AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF  
MILWAUKEE AND THE CITY OF WAUWATOSA FOR THE PURCHASE OF  
WATER AT WHOLESALE**

This Third Amendment to the Agreement between the City of Milwaukee and the City of Wauwatosa for the Purchase of Water at Wholesale (“Third Amendment”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 2021 (“Effective Date”) pursuant to Wis. Stat. §§ 66.0813(3)(b) and 66.0301 by and between the City of Milwaukee, operating as a water public utility (“Milwaukee”) and the City of Wauwatosa, operating as a water public utility (“Wauwatosa”).

WHEREAS, As of December 10, 2003, Milwaukee and Wauwatosa executed an Agreement between the City of Milwaukee and the City of Wauwatosa for the Purchase of Water at Wholesale (“Agreement”); and

WHEREAS, The Agreement delineates the water service area to be served by Wauwatosa (“Service Area”) and provides that no water furnished to Wauwatosa may be resold or exchanged on a wholesale or retail basis outside of the original service area without the permission of Milwaukee; and

WHEREAS, Milwaukee has provided wholesale water service to Milwaukee County (“Milwaukee County”) to provide water to the Milwaukee County Grounds, including the campus of the Milwaukee Regional Medical Center, Inc. (“MRMC”), under a separate wholesale water service agreement; and

WHEREAS, While the MRMC is currently located within the Service Area, Milwaukee’s service to Milwaukee County began many years prior to that location becoming part of the Service Area under prior water service agreements between Milwaukee and Wauwatosa; and

WHEREAS, Milwaukee County currently purchases water from Milwaukee at two metered connection points located at (1) Elm Spring Avenue and Wisconsin Avenue and (2) West North Avenue and North 60<sup>th</sup> Street; and

WHEREAS, In a Final Decision dated July 8, 2021 in Docket 5-BS-253, the Public Service Commission of Wisconsin (“Commission”) authorized Wauwatosa to acquire existing water facilities from Milwaukee County to provide water service within the Service Area to the MRMC campus, seven additional new customers currently served by Milwaukee County, and approximately 150 residential and commercial customers along North Avenue who are also currently served by Milwaukee County (“Additional Customers”); and

WHEREAS, MRMC Water, a wholly-owned non-profit subsidiary of MRMC, wishes to acquire other water facilities owned by Milwaukee County to distribute the water it purchases from Wauwatosa through the MRMC campus to MRMC members and other affiliated entities located on the MRMC campus; and

WHEREAS, Wauwatosa wishes to purchase water from Milwaukee at the two metered connection points at (1) Elm Spring Avenue and Wisconsin Avenue and (2) West North Avenue and North 60<sup>th</sup> Street (“Additional Connections”) to enable Wauwatosa to provide water service to the Additional Customers as authorized by the Commission in its Final Decision in Docket 5-BS-253; and

WHEREAS, The Additional Connections and the Additional Customers are shown on the map attached to this Third Amendment as Exhibit A; and

WHEREAS, Wauwatosa has provided to Milwaukee executed copies of the following agreements: (1) Asset Transfer Agreement between Wauwatosa and Milwaukee County; and (2) Water Source and Stormwater Agreement between MRMC Water and Wauwatosa; and

WHEREAS, By Resolution File No. 210952 adopted on \_\_\_\_\_, 2021, the Common Council of the City of Milwaukee has authorized this Third Amendment to the Agreement.

Now, therefore, in consideration of the mutual covenants hereinafter expressed, it is agreed as follows:

1. The Agreement is hereby modified to permit Wauwatosa to purchase water from Milwaukee at the Additional Connections for service to the Additional Customers.
2. Wauwatosa shall notify Milwaukee, in writing, of the date on which Wauwatosa takes ownership of the County water assets and commences retail service to the Additional Customers (“Transfer Date”).
3. As of the Transfer Date, Wauwatosa shall purchase water from Milwaukee at the Additional Connections at Milwaukee’s current tariff wholesale rate for Wauwatosa of \$1.22 per ccf until the Commission establishes an adjusted schedule of rates in a conventional rate case.
3. This modification of the Agreement is not an expansion of the Service Area and does not constitute a waiver by Milwaukee to permit Wauwatosa to expand the Service Area.
4. The cost of installation of any equipment needed to provide the service at the Additional Connections will be at no cost to Milwaukee.
5. All terms and conditions of the Agreement not inconsistent with the terms of this Third Amendment remain in full force and effect.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF MILWAUKEE, operating  
as a Water Public Utility**

**CITY OF WAUWATOSA, operating as a  
Water Public Utility**

\_\_\_\_\_  
Mayor Tom Barrett

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk, James R. Owczarski

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

COUNTERSIGNED:

COUNTERSIGNED:

\_\_\_\_\_  
City Comptroller, Aycha Sawa

\_\_\_\_\_  
Director of Finance and Treasurer

Approved as to form and execution

Approved as to form and execution

\_\_\_\_\_  
City of Milwaukee Assistant City  
Attorney

\_\_\_\_\_  
City of Wauwatosa City Attorney

1048-2021-253:277109