

Settlement Agreement and Release

This Settlement Agreement and Release (“Agreement”) is entered into as of this 19th day of November, 2024, between the City of Dodgeville in Iowa County (“City”), a municipality organized and existing under Wis. Stat. ch. 62, and American Transmission Company LLC, by its corporate manager, ATC Management Inc. (collectively “ATCLLC”). The City and ATCLLC may be referred to as “Party” or “Parties” as the context may require.

The Parties represent as follows:

A. The City has issued certain permits to ATCLLC to use the streets and roads of the City in connection with the construction of or work on certain electric transmission facilities generally referred to as the Cardinal – Hickory Creek (“Project”) in the vicinity of the City (“Permits”). The Permits issued by the City permitted ATCLLC and its contractors, subcontractors, materialmen, suppliers, or others performing services on behalf of ATCLLC to operate vehicles and equipment on the roads and streets owned or maintained by the City.

B. ATCLLC has completed the construction of or work on the facilities for which it sought permits from the City for the Project, and all of the terms, conditions and obligations of permits have been fulfilled. Additionally, the City has determined that no damage has been done to the streets and roads of the City as a result of the operation of certain vehicles and equipment used in connection with the work performed by or on behalf of ATCLLC.

C. The Parties have determined that it is in their mutual interest to enter into this Settlement Agreement and Release (“Agreement”).

Therefore, the Parties agree as follows:

1. Payment by ATCLLC. Upon the execution of this Agreement by the City, ATCLLC shall pay the City the sum of **\$5,500 (Five Thousand Five Hundred Dollars)** in full and complete settlement of any and all claims or obligations arising from or in connection with ATCLLC’s use of or any damage done to any of the roads and streets for which the City has an obligation to maintain and repair.

2. Release and Settlement. The City, for itself and its insurers, successors, assigns, employees, attorneys, administrators, and agents (collectively, the “City”), hereby releases and discharges ATCLLC from any and all claims, known or unknown, which the City now has or in the future may have, and any and all obligations of any kind or character arising from or in connection with ATCLLC’s use of or any damage done to any of the roads and streets for which the City has an obligation to maintain and repair.

3. Fulfillment of the Terms of the Road Use Permits. Upon the execution of this Agreement the Parties expressly declare that the terms, conditions and obligations of the road use Permits have been fulfilled by the Parties and there are no duties or obligations owed by each to the other which remain unfulfilled and no claims, demands, actions, causes of action or other liabilities of any kind or character arising from or in connection with the Permits that have not been fulfilled.

4. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior written or oral understandings or agreements. Failure of ATCLLC or the City to insist on performance of any of the terms and conditions of this Agreement, or to exercise any right or privilege contained in this Agreement, shall not be considered as waiving any such terms, conditions, rights or privileges. No waiver shall be effective unless reduced to writing and executed by both Parties. This Agreement and its Exhibits may be modified only in a writing signed by the Parties hereto.

5. No Third-Party Beneficiaries. This Agreement is intended to be solely for the benefit of ATCLLC and the City and their successors and permitted assigns and is not intended to and shall not confer any rights or benefits on any third party not a signatory to this Agreement.

6. Severability. In the event that any provision of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void portion of such provision shall be deemed severed from this Agreement, unless the removal of the unenforceable provision materially alters the rights or obligations of either Party under this Agreement. Even if there is a material alteration in the remainder of the Agreement, the Agreement shall continue in full force and effect as if such provision was not contained in this Agreement, but the Parties shall negotiate in good faith a new provision that will, to the extent practicable, restore the benefit of the bargain contained in such provision.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

8. Remedies. The rights and remedies provided in this Agreement shall be in addition to all other rights and remedies available in law or equity.

9. Headings. The headings set forth herein are inserted for convenience and shall have no effect on the interpretation or construction of this Agreement.

10. Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart shall have the same force and effect as the original instrument.

11. Authority. The parties hereto hereby warrant and represent that they are acting with full of authority of the principals they may represent and/or upon all proper approvals from the entities on behalf of whom they are signing for.

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THIS AGREEMENT IS ENTERED INTO BY THE DULY AUTHORIZED REPRESENTATIVES OF THE PARTIES WHOSE SIGNATURES ARE SET FORTH BELOW.

American Transmission Company LLC
By ATC Management Inc., its corporate manager

BY: _____ DATE: _____
Jon Callaway, ATC Local Relations Consultant

CITY OF DODGEVILLE, Iowa County, WI

BY: _____ DATE: _____
Barry N. Hottmann, Mayor

ATTEST:

BY: _____ DATE: _____
Laure Aulik, City Clerk/Treasurer