

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is entered into as of this ___ day of _____, 2026, by and between the Village of Harrison, a Wisconsin Village and Municipal Corporation with its primary address at W5298 State Road 114, Harrison, WI 54952 (the "Village"), and the City of Menasha, a Wisconsin Municipal Corporation with its primary address at 100 Main Street, Suite 200, Menasha, WI 54952 (the "City"). The Village and the City are collectively referred to herein as the "Parties."

WHEREAS, the Village has issued a Notice of Injury and Notice of Claim to the City pursuant to Wis. Stat. § 893.80(1d)(a), a true and accurate copy of which is attached hereto as **Exhibit A**, and incorporated herein by reference; and

WHEREAS, the Parties now desire to resolve all claims and disputes related to the Notice of Injury and Notice of Claim, as well as any claims related to fire protection fees for the year 2020, without further litigation or dispute.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Payment by the City.** The City agrees to pay the Village the total sum of \$72,749.30 (the "Settlement Amount") in full and final settlement of all claims related to the Notice of Injury and Notice of Claim, as well as any claims related to fire protection fees for the year 2020. Payment shall be made by the City to the Village within thirty (30) days of the execution of this Agreement.

2. **Mutual Release.**

a. The Village, on behalf of itself, its officers, employees, agents, successors, and assigns, hereby releases and forever discharges the City, its officers, employees, agents, successors, and assigns, from any and all claims, demands, actions, causes of action, liabilities, damages, and expenses of any kind, whether known or unknown, arising out of or related to the Notice of Injury and Notice of Claim (Exhibit A), as well as any claims related to fire protection fees for the year 2020.

b. The City, on behalf of itself, its officers, employees, agents, successors, and assigns, hereby releases and forever discharges the Village, its officers, employees, agents, successors, and assigns, from any and all claims, demands, actions, causes of action, liabilities, damages, and expenses of any kind, whether known or unknown, arising out of or related to the Notice of Injury and Notice of Claim (Exhibit A), as well as any claims related to fire protection fees for the year 2020.

3. **No Admission of Liability.** This Agreement is entered into solely for the purpose of resolving disputed claims and shall not be construed as an admission of liability or wrongdoing by either Party.

4. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements, whether written or oral.

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

6. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

VILLAGE OF HARRISON

By: _____
Scott Handschke, Village President

Date: _____

Attest: _____
Meghan Winkler, Village Clerk

Date: _____

CITY OF MENASHA

By: _____
Austin Hammond, Mayor

Date: _____

Attest: _____
Kaija Snyder, City Clerk

Date: _____

EXHIBIT A

NOTICE OF INJURY AND NOTICE OF CLAIM

(By Personal Service)

To: CITY OF MENASHA
c/o City of Menasha Clerk, Kaija Snyder
100 Main Street, Suite 200
Menasha, WI 54952

NOTICE IS HERBY GIVEN, pursuant to Wis. Stat. §893.80(1d)(a), as follows:

NOTICE OF INJURY:

1. The claimant, the Village of Harrison (hereinafter the “Village”) is a Wisconsin Village and Municipal Corporation with a primary address located at W5298 State Road 114, Harrison, WI 54952.
2. The address to which the claimant desires correspondence on this claim to be sent is: Andrew J. Rossmeissl, Herrling Clark Law Firm, Ltd., 800 North Lynndale Dr., Appleton, Wisconsin, 54914.
3. In or about 2018, a dispute arose between the City of Menasha (hereinafter the “City”) resulting from the City’s unilateral removal of a fire protection charge (hereinafter “FPC”) from the City’s tax bills.
4. That, the Village had complained to the Public Service Commission (hereinafter “PSC”) on the basis that such unilateral removal of the FPC by the City violated the tariff/rate sheet in effect at the time.
5. That, in settlement of said dispute, the Village and the City entered into an “Interim Agreement” whereby the City agreed to pay the FPC until such time as the Village could make other billing arrangements, a copy of said Interim Agreement is attached hereto as **Exhibit A**.
6. The City did in fact pay a \$39,566.31 installment in accordance with Paragraph 2 of the Interim Agreement, and the City thereafter paid a second installment of \$39,566.30 as required by Paragraph 3 of said Interim Agreement
7. The Village applied to the PSC and filed a rate case in conformance with Paragraph 4 of the Interim Agreement; however, said rate case was not decided by the PSC until 2021.
8. That, because the PSC would not allow the Village to direct charge its customers located in the City for 2019, Paragraph 5 from the Interim Agreement governed the Parties relationship.

9. On or about November 8, 2019, the Village sent a bill to the City for the 2019 FPC for fire protection services provided by the Village to City residents serviced by Harrison Utilities in the amount of \$72,749.30, a copy of which is attached hereto as **Exhibit B**.
10. That, despite agreeing to pay pursuant to Paragraph 5 of the Interim Agreement, the City has refused or otherwise failed to pay \$72,749.30 to the Village as required by the Interim Agreement.

NOTICE OF CLAIM

11. Based upon the facts recited above, the Village respectfully demands the following relief:
 - a. Payment by the City to the Village in the amount of \$72,749.30.

VILLAGE OF HARRISON



Attorney Andrew J. Rossmeyssl
Attorney for Village of Harrison



Rec'd fr. TWP 5/29/19

VILLAGE OF HARRISON dba
HARRISON UTILITIES
and
CITY OF MENASHA



This is an interim agreement between the Village of Harrison dba Harrison Utilities (Harrison Utilities) and the City of Menasha (Menasha).

1. The City of Menasha, upon approval of this agreement by the Menasha City Council and the Harrison Village Board, will pay Harrison Utilities \$39,566.31 towards the public fire protection charges owed to Harrison Utilities for 2018.
2. Harrison Utilities, upon approval of this agreement by the Menasha City Council and the Harrison Village Board and upon receipt of the payment of \$39,566.31 towards the public fire protection charges owed to Harrison Utilities, will continue to allow extensions, connections, stubs and/or hookups to the sewer and water system by the City of Menasha, as has been past practice.
3. On or before August 30, 2019, the City of Menasha agrees to pay Harrison Utilities the remaining outstanding balance of public fire protection charges in the amount of \$39,566.30.
4. On or before July 1, 2019, Harrison Utilities will apply to the Wisconsin Public Service Commission to have the public fire protection charges applied directly to the water bills of customers as a direct charge, including filing a rate case if that is required in order to get approval to direct charge.
5. If the Wisconsin Public Service Commission has not completed its review of Harrison Utilities request to direct charge customers public fire protection charges for 2019, the City of Menasha will pay Harrison Utilities one-half on or before June 1, 2020 and one-half on or before August 31, 2020.

Executed this 2nd day of May, 2019.

Village of Harrison by

City of Menasha by
DONALD MERKLES



 COPY

November 8, 2019

Ms. Debbie Galeazzi
MENASHA CITY CLERK
140 Main Street
Menasha, WI 54952

Re: Fire Protection Certification

Dear Ms. Galeazzi:

This letter is to certify that the sum of \$ 72,749.30 is to be levied against the residents of the City of Menasha who are serviced by Harrison Utilities.

The amount represents the fire protection charge, per the Public Service Commission, and reflects the the water mains and hydrants located in the City of Menasha, in the agreement area, and are serviced by Harrison Utilities.

The delinquent water/sewer bill certifications, if any, will be issued to you next week since our customers' payment deadline is November 15, 2019.

Any questions or concerns, please don't hesitate to contact me at the number listed below.

Sincerely,

Catherine M. Girdley
Office Manager

cc: Travis Parish – Village of Harrison Manager