

**VILLAGE OF KRONENWETTER AND VILLAGE OF ROTHSCHILD  
INTERGOVERNMENTAL WHOLESALE WATER AGREEMENT**

This Wholesale Water Agreement ("Agreement") is entered into this 13<sup>th</sup> day of September, 2021, by and between the Village of Kronenwetter, hereinafter referred to as "Kronenwetter" and the Village of Rothschild, hereinafter referred to as "Rothschild".

**WHEREAS**, in the spirit of cooperation which exists between Kronenwetter and Rothschild in regard to issues of common concern which includes supplying residents with potable water and;

**WHEREAS**, Kronenwetter desires to purchase treated potable water on a wholesale basis from Rothschild, and;

**WHEREAS** Rothschild desires to sell Kronenwetter water on a wholesale basis, and;

**WHEREAS**, Rothschild has the ability to provide wholesale water to Kronenwetter.

**NOW THEREFORE**, pursuant to Wis. Stats. §66.0301, it is hereby agreed, in consideration of the mutual promises, obligations and benefits provided herein, the receipt and adequacy of which is hereby acknowledged, the parties hereby enter into this Agreement so as to enable Kronenwetter to purchase potable water from Rothschild pursuant to the following terms and conditions.

1. Authority. This Agreement is entered into pursuant to the statutory authority of each party under Wis. Stats. §66.0301, as amended from time to time.

2. Term. The term of this Agreement shall commence upon Rothschild supplying Kronenwetter with potable water through an interconnection of the Rothschild and Kronenwetter water supply systems as set forth hereinbelow and run for a period of five (5) years. Thereafter this Agreement shall automatically renew for consecutive five (5) year terms, unless no later than two (2) years prior to the expiration of the then current term either of the parties gives written notice to the other party of its intent to terminate this Agreement upon the expiration of the then current term or Kronenwetter completes and places into operation Kronenwetter Well No. 3 as set forth in ¶ 10.B. below or Rothschild determines to terminate this agreement because it cannot meet its obligations to other Rothschild water customers, Rothschild will provide Kronenwetter at least one (1) year's notice of termination thereby allowing Kronenwetter sufficient time to make other arrangements to service Kronenwetter customers serviced under this Agreement.

3. Services. Rothschild agrees to provide potable water to Kronenwetter on a wholesale basis, under the General Services rates plus volume charges established by the Wisconsin Public Service Commission (hereinafter referred to as "PSC"), and subject to the terms and conditions set forth herein.

4. Facilities Plans, Engineering, Approvals, and Operation.

A. Effective upon the execution of this Agreement, Kronenwetter shall reimburse Rothschild, within 90 days of receiving invoices from Rothschild, for all fees and studies associated with all engineering services necessary to accomplish the purpose of this Agreement (providing potable water to Kronenwetter residents through an interconnection with the Rothschild water system). Prior to the submittal of construction plans for the valve station to the Wisconsin Department of Natural Resources (WDNR) by Kronenwetter, the metering station and the water main extension plans shall be submitted to Rothschild for its review and approval.

B. Rothschild shall be responsible to obtain regulatory approval from the PSC and WDNR, as required and necessary to expand its service area to provide potable wholesale water to Kronenwetter. Within 90 days of receiving invoices, Kronenwetter shall reimburse Rothschild for all costs associated with receiving regulatory approval and any updated rate study from the PSC and/or WDNR to expand Rothschild's service area to provide wholesale potable water to Kronenwetter under this Agreement.

C. Kronenwetter and Rothschild shall work cooperatively, but with independent contracts and costs, with a common vendor to integrate the SCADA systems of the new metering station into the existing SCADA systems of each Village. The SCADA system for Kronenwetter shall open and close a valve, based on the Kronenwetter water tower levels to supply Rothschild water to Kronenwetter. It shall collect flow rate and volumes from a split signal off of the Rothschild water meter. Similarly, the Rothschild SCADA system shall collect a split flow meter signal to monitor flow rates and volumes. In the event of water delivery emergency conditions within Rothschild, the Rothschild SCADA system may temporarily stop the water flow into Kronenwetter.

D. Rothschild, as the water provider, shall furnish, operate, and maintain the service connection with valving to the Rothschild municipal jurisdictional boundary. Rothschild shall maintain the water meter and required annual testing and its associated SCADA system to collect data and monitor the water flow rates and volumes. Kronenwetter, as the water customer, shall be responsible for all engineering and construction costs associated with an altitude valve and building, if necessary, in the event of but not limited to, tank overflows, low tank levels, icing, or if it is unable to meet the conditions set forth in ¶ 13 below.

5. Location of Connection. Kronenwetter shall connect to the Rothschild water system at County Road Hwy. XX at an exact location approved by Rothschild.

Kronenwetter shall be responsible for the payment of all costs associated with the connection to the Rothschild water system service. In addition, Kronenwetter shall be responsible for the payment of the extension of a water service line from its current location in the Rothschild water system to the metering station as well as the costs for a connection to the Kronenwetter water distribution system. Kronenwetter shall retain ownership of that water service line in its jurisdictional boundary to the Rothschild municipal jurisdictional boundary upon completion and acceptance by Rothschild. Kronenwetter shall pay Rothschild within 90 days of receiving invoices from Rothschild for the costs herein.

6. Valving. The interconnection of the Kronenwetter water system and the Rothschild water system shall be appropriately valved and controlled to prevent any possibility of flow from the Kronenwetter water system back into the Rothschild water system and approved by Rothschild. As such, Kronenwetter may review the plans and estimated probable costs related to the altitude valving and associated building. Rothschild will utilize its best efforts to keep the costs reasonable and consult with Kronenwetter concerning the same. Kronenwetter shall pay Rothschild within 90 days of receiving invoices from Rothschild for all the costs associated with the altitude valving (if needed) and associated building.

7. Meters. The interconnection between the Kronenwetter water system and Rothschild will be metered to record flows from Rothschild to Kronenwetter. Rothschild shall pay the cost of the meter(s) and be solely responsible for the maintenance thereof. Rothschild shall have access to the meter(s) for maintenance purposes at any reasonable time. The meter(s) shall be tested by Rothschild as per the PSC recommended

schedule with copies of all test results provided to Kronenwetter. Kronenwetter may request additional and reasonable tests at its expense.

8. Meter Readings. Rothschild shall have access to the meter(s) for reading, billing purposes, and maintenance, at any reasonable times. For the purposes of this Agreement, Rothschild's official record of meter readings shall be stored in Rothschild's utility billing software. Upon request, Rothschild shall provide a copy of such records to Kronenwetter.

9. Water Storage. Kronenwetter may use Rothschild's 300,000-gallon Cedar Creek water tower capacity in its engineering calculations of available storage volume. Through this Agreement and Kronenwetter's payment to Rothschild for Fire Protection charges will be based on the Rothschild's PSC approved rate structure.

10. Cost of Water (Rates). Kronenwetter shall pay to Rothschild the following sums:

A. Kronenwetter shall pay to Rothschild a fire protection charge, a meter charge and a volume charge, all as determined by the current Rothschild Waterworks PSC tariffs. Rothschild will be making an application to the PSC by one year after start date per PSC requirements and will request a rate be established for sale of water to Kronenwetter. This rate application will indicate that Kronenwetter has adequate storage facilities for the water they will purchase. Once a rate is established by the PSC, all future changes in rates will occur pursuant to prospective PSC Commission Rate Orders. Kronenwetter will reimburse Rothschild for all costs associated with any rate studies deemed necessary by Rothschild within 90 days of receiving invoices from Rothschild for the costs herein.

B. Upon completion and placement into operation of a Kronenwetter Well No. 3 and additional potable water storage capacity completed and acceptable to the PSC, the interconnection meter herein may be removed and the interconnection be placed in a "closed emergency connection" status. At said time payment to Rothschild of its fire protection fees will also cease. In addition, Kronenwetter shall no longer use the Rothschild water tower in its tower capacity and engineering calculations of available storage volume as set forth in ¶ 9 hereinabove.

11. Ownership. Rothschild shall own and have complete control over the service valve (functioning as a curb stop) to its water main, the interconnection water meter, subsequent remote meter reading equipment and any SCADA equipment. Kronenwetter shall own and have complete control over the water service line located in its jurisdictional boundary from the Rothschild service valve, the meter station building, meter station piping, meter isolation valves, bypass piping and valve, control valve, SCADA equipment, any chemical feed equipment and other materials related to the interconnection between Kronenwetter and Rothschild located in its jurisdictional boundary.

12. Potable Water Quality Standard. Rothschild shall provide, at the interconnection point, water which meets a chlorine residual of 0.1 ppm free chlorine and all primary drinking water quality standards established by State of Wisconsin and Federal governments. Rothschild and Kronenwetter shall test water supplies within their own system. Water test results shall indicate that the water quality satisfies all current primary water quality regulations. Any failure to meet such water quality regulations shall be remedied by the municipality in which the test indicates a failure of such criteria. Rothschild bears no responsibility for water quality beyond the point of connection with Kronenwetter and there will be no express or implied warranties of any type or kind.

13. Water Supply Capacity. Rothschild agrees to furnish the potable water to Kronenwetter, including any future expansion of the Kronenwetter water system within Kronenwetter, subject to the provisions in ¶ 10 and 18. It is further agreed that the total capacity provided by Rothschild to Kronenwetter shall not exceed the following average flow rate:

Average flow rate	350 GPM plus or minus 50 GPM
-------------------	------------------------------

Should the average flow rate be regularly exceeded, the parties agree to review, modify, and amend this provision upon mutual agreement. It is recognized that Kronenwetter has existing individual customers, typically on border streets that are residents of adjacent communities. Through cooperative, intra-governmental agreements Kronenwetter provides these non-residents a public water supply.

14. Interruption of Service. Should there be an interruption of service prior to the Kronenwetter meter station, Rothschild will notify Kronenwetter as soon as practicable.

15. Dispute Resolution. If a dispute related to this Agreement arises, the parties shall attempt to resolve the dispute through direct discussions and negotiations. If the dispute cannot be resolved by the parties, and if the parties agree, it may be submitted to a third party agreed to by the parties for non-binding mediation. If the dispute is not resolved by these procedures, either party may commence an action in the Wisconsin Circuit Court system. The parties shall continue to perform according to the terms and conditions of this Agreement during the pendency of any litigation or other dispute resolution proceeding.

16. Amendments. This Agreement may be amended or modified from time to time only by written agreement approved and executed by each of the parties hereto.

17. Indemnity and Hold Harmless. Kronenwetter on behalf of itself, board members, residents, employees, contractors, and assigns hereby agrees to save harmless and indemnify Rothschild, its board members, residents, employees, contractors, and from and against any and all claims, loss, damages, injury and liability, whether to any property or person whatsoever, including reasonable attorneys' fees, expenses and costs, however and by whomever caused, including Rothschild, resulting from, arising out of, or in any way connected with any activity of whatever type by Kronenwetter its, board members, residents, employees, contractors, and assigns related in any way in connection with this Agreement.

18 Force Majeure. In any instance where the performance of an act is required strict compliance shall be extended or excused if the delay or inability to perform, such as the ability to provide potable water under this Agreement to Kronenwetter, is caused by a delay or failure to perform due to any cause that is not reasonably foreseeable and that is outside such party's reasonable control, including, without limitation, any act of God, federal or state declarations, pandemics, embargo or other governmental act, regulation or request, fire, accident, strike, slowdown, war, riot, delay in transportation, unusually severe weather conditions, theft, or inability to obtain necessary labor, materials or manufacturing facilities. It being the intent of this provision that in the event of the occurrence of any such Force Majeure, the time or times of performance or any obligations or acts of a party shall be excused or extended for the period of the delay, provided that the party seeking the extension due to the delay or excused from acting hereunder shall have first notified the other party.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date and year set forth above, and by so signing this Agreement, the signatories below certify that they have been duly and properly authorized by their respective entities to make the commitments contained herein, intending them to be binding upon their respective entities and to execute this Agreement on their behalf.

Village of Kronenwetter

By:   
Chris Voll, President

Attest:   
Cindra Falkowski, Clerk

Village of Rothschild

By:   
George Peterson, President

Attest:   
Elizabeth Felkner