

**AMENDMENT NO. 2 TO THE INTERGOVERNMENTAL WHOLESALE
WATER SERVICE AGREEMENT
BETWEEN
CITY OF RACINE, RACINE WATER UTILITY
AND
VILLAGE OF CALEDONIA, THE CALEDONIA WATER UTILITY DISTRICT**

This Intergovernmental Wholesale Water Service Agreement Amendment No. 2 (“Agreement”) is entered into by and between the City of Racine, Racine County, Wisconsin, a Wisconsin municipal corporation (the “City”), the Racine Water Utility, a department of the City and also a municipal public utility governed by the Racine Waterworks Commission (the “Racine Utility”) and the Village of Caledonia, Racine County, Wisconsin, a Wisconsin municipal corporation (the “Village”), the Caledonia Water Utility District (the “Caledonia Water Utility”), (collectively the “Parties”), as of the 20th day of January 2020.

RECITALS

WHEREAS, the City and Racine Utility, Village and Caledonia Water Utility entered into an Intergovernmental Wholesale Water Service Agreement between themselves on the 20th of February 2013 (the “2013 Wholesale Water Agreement”) for the provision of water service; and

WHEREAS, the Payne and Dolan Quarry, located at 1501 3 Mile Road within the Village and Caledonia Water Utility, owns a Quarry office that has been served with water by the Caledonia Water Utility for many years; and

WHEREAS, the Payne and Dolan Quarry has petitioned the Village to abandon Charles Street and the water main within Charles Street (several hundred feet) and discontinue receiving water service from the Caledonia Water Utility, to connect to and receive water service from the Racine Utility; and

WHEREAS, the border of the Village and City is 3 Mile Road; and

WHEREAS, the Payne and Dolan Quarry petition has been approved by the Village, and, conditioned upon approval of this Agreement and separate agreement between the City, Racine Utility and Payne and Dolan Quarry, the Racine Utility would abandon its water meter pit serving Caledonia Utility in Charles Street and extend water service directly to the Payne and Dolan Quarry office property line along 3 Mile Road :and

WHEREAS, the City, Village, Racine Utility and the Caledonia Water Utility agree that the Racine Utility owned meter pit will be relocated several hundred feet to the east in the new relocated Charles Street and will be designed and approved by the Racine Utility at no cost to the Racine Utility (under separate agreement between the City, Racine Utility and Payne and Dolan Quarry); and

WHEREAS, the Parties acknowledge that a water service lateral from the new Charles Street relocated is not practical because of the long distance from a Caledonia Water Utility water main to the Quarry office building structure off of 3 Mile Road; and

WHEREAS, the Parties recognize that the Quarry office is within the Village and water service area of the Village Water Utility, and that the Village and Village Water Utility are for the Quarry Office being served with water from the City and Racine Utility from the retail system of the City and Racine Utility; and

WHEREAS, the Quarry office has a sanitary sewer lateral that runs East and connects to the City Sanitary Sewer System at Manhole SS-B3794, as identified on the City Sewer Atlas page 53-H. Payne & Dolan (under separate agreement between the City, Racine Utility and Payne and Dolan Quarry) agrees to operate and maintain, its private sanitary sewer lateral and manhole. This shall be the sanitary lateral from the Quarry office, East to Manhole SS-B3795, Manhole SS-B3795, and the sanitary sewer pipe/lateral between the Manholes SS-B3795 and SS-B3794 along 3 Mile Road; and

WHEREAS, the City acknowledges that sewage from the Quarry office has flowed into and through the City collection system for several decades through a manhole (Manhole SS-B3794) at near the SE corner of the Quarry property near 3 Mile Road at the City and Village border, and also agrees this arrangement shall continue for years to come; and

WHEREAS, the Racine Utility will establish this one unique water and sewer customer from outside the city limits, from the wholesale area of the Caledonia Water Utility and invoice said customer under retail water rates established by the PSC and Class I sewage rates as established by the City from time to time, and that the Village, Village Water Utility and Quarry agree with this arrangement to continue for years to come; and

WHEREAS, the Parties will comply with any rules and regulations that the Wisconsin Public Service Commission may deem appropriate in this arrangement.

NOW, THEREFORE, in consideration of the mutual provisions of this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each of the Parties, the Parties agree:

A. Term. The term of this Agreement shall commence on August 1, 2019 and shall be in effect for the remaining life of Quarry operations and associated office building, or as otherwise mutually agreed to by and between the Parties.

B. Responsibilities of the Racine Utility: The Racine Utility shall install a water service lateral for the Quarry office (under separate agreement between the City, Racine Utility and Payne and Dolan Quarry).

C. 2013 Wholesale Water Agreement. All terms of the 2013 Wholesale Water Agreement, not inconsistent with this Agreement, shall remain in full force and effect. The Parties recognize and agree this Agreement concerns a unique set of circumstances and does not create or present any precedent for future actions of the Parties.

D. Amendment. This Amendment may be amended only by written agreement, duly executed by the Parties.

E. Severability. If any clause, provision, or section of this Agreement be declared invalid by any Court of competent jurisdiction, the invalidity of such clause, provision or section shall affect none of the remaining provisions.

F. Binding Agreement. This Agreement is binding upon the Parties and their respective successors and assigns.

G. Counterparts. This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same document.

[SIGNATURE PAGES TO FOLLOW]

Signed by the City of Racine this 16th day of December, 2019.

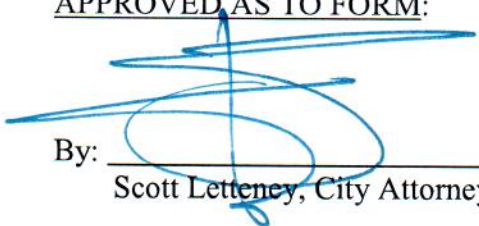
CITY OF RACINE


By: 
Cory Mason, Mayor

ATTEST:

By: 
Tara Coolidge, City Clerk

APPROVED AS TO FORM:

By: 
Scott Letteney, City Attorney


By: 
David Brown, City Finance Director

Signed by the City of Racine Water Utility this 17 day of December, 2019.

RACINE UTILITY

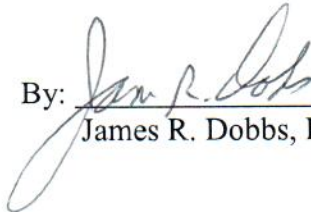
By: Natalia Taft
Natalia Taft, Commission President

ATTEST:

By: 
Keith Haas, General Manager

Signed by the Village of Caledonia this 20th day of January, ²⁰²⁰ 2019.

VILLAGE OF CALEDONIA

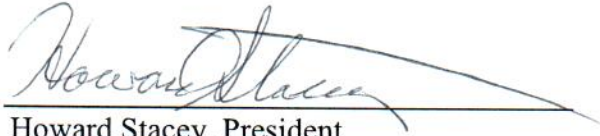
By: 
James R. Dobbs, President

ATTEST:


By: 
Karie Pope, Clerk

Signed by the Village of Caledonia Water Utility this 15th day of January, 2020, 2019.

CALEDONIA WATER UTILITY

By: 
Howard Stacey, President

ATTEST:

By: 
Michael Pirk, Secretary