

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
CITY OF RACINE, RACINE WATER UTILITY  
AND  
VILLAGE OF CALEDONIA, THE CALEDONIA UTILITY DISTRICT AND  
PAYNE AND DOLAN  
RELATING TO WATER SERVICE FOR PAYNE AND DOLAN QUARRY  
OPERATIONS**

This Intergovernmental Agreement ("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"), the Village of Caledonia, Racine County, Wisconsin, a Wisconsin municipal corporation (the "Village"), the Caledonia Utility District (the "Caledonia Utility"), Payne and Dolan Quarry, (the "Quarry") (collectively the "Parties"), as of the \_\_\_\_ day of \_\_\_\_\_ 2019.

**RECITALS**

**WHEREAS**, the City, Village, Racine Utility and Caledonia Utility entered into an Intergovernmental Wholesale Water Service agreement between themselves on the 20<sup>th</sup> of February 2013 for the provision of water service;

**WHEREAS**, the Quarry has petitioned the Village to abandon Charles Street and the water main within Charles Street (several hundred feet) and the Quarry office has been served with water by the Caledonia Utility for many years.

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

**WHEREAS**, the Racine Utility will be abandoning its water meter pit currently serving Caledonia Utility in Charles Street as a result of the quarry request and the Village having already granted their request by previous actions.

**WHEREAS**, the City, Village, Racine Utility and the Caledonia Utility are in agreement 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

**WHEREAS**, the Quarry will pay all costs for the relocation of the street, the water meter pit and a new water service to the edge of the public Right of Way.

**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 Utility water main to the Quarry office building structure off of 3 Mile Road;

**WHEREAS**, the Parties recognize that the Quarry office is located within the Village and water service area of the Village Utility, and where the City and Racine Utility also recognize this fact, and that the Village and Village Utility are in favor of the Quarry Office being served with water from the City and Racine Utility from the retail system of the City and Racine Utility;

**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 at the SE corner of the Quarry property near 3 Mile Road at the City and Village border, and also agrees that this arrangement shall continue for years to come;

**WHEREAS**, the Racine Utility will establish this one unique water and sewer customer from outside the city limits, into the wholesale area of the Caledonia Utility and invoice said customer in accordance with retail water rates established by the PSC and Class I sewage rates as established by the Racine City council from time to time, and that the Village, Village Utility and Quarry are in agreement with this arrangement in order to continue Quarry office operations;

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

### **AGREEMENT**

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

**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.

- a. **Responsibilities of the Quarry:** The Quarry will reimburse the Racine Utility for the cost to install a tap to its water main including a length of service pipe and valve box including labor at the right of way line upon invoice.
- b. **Responsibilities of the Racine Utility:** The Racine Utility shall install a service for the Quarry office use upon request. The Racine Utility will also invoice the Quarry office quarterly or annually for the water used at its PSC authorized rate and service charge for such service and in addition for the sewage charge for wastewater in the amount of the water meter reading

consistent with its process for all other Racine retail customers. The Racine Utility will also install a Racine retail water meter in the office and operate and maintain such meter as if it was a retail meter account of the Racine Utility.

**B. Amendment.** This Agreement may be amended only by written agreement, duly executed by the Parties.

**C. 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 not affect any of the remaining provisions.

**D. Binding Agreement.** This Agreement is binding upon the Parties hereto and their respective successors and assigns.

**E. 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 \_\_\_\_\_ day of \_\_\_\_\_, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**RACINE WATER UTILITY**

By: \_\_\_\_\_  
Terry McCarthy, Commission President

ATTEST:

By: \_\_\_\_\_  
Keith Haas, General Manager

Signed by the Village of Caledonia this \_\_\_\_\_ day of \_\_\_\_\_, 201.

**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_  
                    , President

ATTEST:

By: \_\_\_\_\_  
                    , Clerk

Signed by the Village of Caledonia Utility this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**CALEDONIA UTILITY**

By: \_\_\_\_\_  
                    , President

ATTEST:

By: \_\_\_\_\_  
                    Tony Bunkelman, Utility Manager

Signed by the Corporate Officer (CEO) of Payne and Dolan this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**Payne and Dolan**

By: \_\_\_\_\_  
                    , Chairman

ATTEST:

By: \_\_\_\_\_  
                    Secretary