



Town of Clayton

Intermunicipal Agreement between the
Town of Clayton and the Village of Fox
Crossing



**INTERMUNICIPAL AGREEMENT BETWEEN
THE TOWN OF CLAYTON AND THE VILLAGE OF FOX CROSSING**

This Agreement entered into this 27TH day of JANUARY, 2020, by and between the Town of Clayton, hereinafter referred to as "Clayton", a municipal corporation organized and existing under the laws of the State of Wisconsin, and the Village of Fox Crossing, hereinafter referred to as the "Village", a municipal corporation organized and existing under the laws of the State of Wisconsin.

WHEREAS, Clayton has filed an action with the Circuit Court for Winnebago County (Case No. 17-CV-1027) challenging the Village's annexation of lands commonly known as the "Prince Annexation" pursuant to Wis. Stat. § 66.0203(3)(a); and

WHEREAS, Clayton has filed a petition with the Circuit Court for Winnebago County (Case No. 18 CV 990) for incorporation of a portion of the Town as a Village pursuant to Wis. Stat. § 66.0203(3)(a); and

WHEREAS, the Village has intervened in Case Number 18 CV 990 regarding the validity of Clayton's incorporation petition; and

WHEREAS, Wis. Stat. § 66.0225 (2) allows parties to any action, proceeding or appeal in court for the purpose of testing the validity or invalidity of any annexation, incorporation, consolidation or detachment, to enter into a written stipulation, compromising and settling any such litigation and determining the common boundary line between the municipalities; and

WHEREAS, Wis. Stat. § 66.0225 (3) allows parties to any action, proceeding or appeal in court for the purpose of testing the validity or invalidity of any annexation, incorporation, consolidation or detachment to enter into an agreement under s. 66.0301 (6) or s. 66.0307 as part of a stipulation to settle the boundary action; and

WHEREAS, the Parties desire to work together to arrive at a mutually agreeable resolution to outstanding issues related to the annexation and incorporation disputes and thereby avoid the delay, expense, and uncertainty resulting from protracted litigation; and

WHEREAS, the Parties have entered into negotiations related to provision of utility services by the Village to Clayton, and the Parties have agreed to terms for provision of sanitary sewer and municipal water service under terms set forth in the "Agreement for the Conveyance of Wastewater between the Town of Clayton, Town of Clayton Sanitary District No. 1 and The Village of Fox Crossing" attached hereto as Exhibit A and the "Agreement for the Provision of

Water Service between the Town of Clayton and the Village of Fox Crossing” attached hereto as Exhibit B.

NOW, THEREFORE, in consideration of the mutual promises herein stated, relief from the uncertainty and expense of litigation, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. SETTLEMENT OF LITIGATION.

Pursuant to Wis. Stat. § 66.0225, the parties shall execute and submit a stipulated settlement to the Court for resolution of the above-referenced lawsuits (with the exception of the contested incorporation matter – the parties may continue to maintain their current respective positions or any other position in said matter) by the entry of a judgment incorporating by reference the terms of this Agreement.

II. CONSIDERATION.

A. As and for consideration for utility service and boundary settlement, Clayton shall pay the Village the sum of Eleven Million Five Hundred Thousand Dollars (\$11,500,000) (the “Comprehensive Imbursement”).

B. The Comprehensive Imbursement shall be allocated as follows:

- | | | |
|----|--------------------------------------|--------------|
| 1. | Payment for Sanitary Sewer Capacity: | \$5,750,000. |
| 2. | Payment for Water Utility Capacity: | \$5,750,000. |

C. The Comprehensive Imbursement shall be paid in two (2) installments. The first installment in the sum of Six Million Five Hundred Thousand (\$6,500,000) Dollars shall be paid within ninety-five (95) days of the date of execution of this Agreement. The second installment in the sum of Five Million (\$5,000,000) Dollars plus interest accruing at a rate of three (3%) percent per year shall be paid within two (2) years of the date of execution of this Agreement. There shall be no prepayment penalty.

D. As and for consideration for the Town’s agreement to dismiss an action Winnebago County Case No. 17-CV-1027 challenging the Village’s annexation of lands, the Village shall purchase the Town owned lands located within the annexed territory free and clear of encumbrances. The purchase price shall be the sum paid by the Town to acquire the subject

land, in the sum of Seven Hundred Sixteen Thousand (\$716,000.00) Dollars¹, which shall be paid within ninety-five (95) days of the date of execution of this Agreement.

III. ANNEXATIONS AND ATTACHMENTS.

- A. Except for the lands referenced in subsection III B below, the Village shall not accept or grant any annexation of lands within Clayton depicted within a red border on Exhibit C (the "Boundary Adjustment Area") for a period of ten (10) years following the date of the Court's approval of the Stipulation provided for in Section I of this Agreement, without the written approval of Clayton.
- B. The Village may accept annexation petition(s) for annexation of lands within Clayton depicted within an orange border on Exhibit C (the "Annexable Area") at any time. Clayton shall not object to the annexation of these lands at any time in any manner. If Clayton incorporates, Clayton shall agree to detach the land depicted within an orange border on Exhibit C upon request by said land owner pursuant to Wis. Stat. §66.0227. Neither Clayton nor the Town of Clayton Sanitary District No. 1 shall provide sewer or water service to the land depicted within an orange border in Exhibit C without written approval of the Village; the Town of Clayton Sanitary District No. 1 shall be a signatory to this agreement as evidence of its consent and agreement to this provision.

IV. EXTRATERRITORIAL JURISDICTION

There shall be a ten (10) year moratorium on the Village's exercise of extraterritorial zoning authority and extraterritorial plat approval authority within the Town of Clayton. During this moratorium period, all rezonings and land divisions within the Town shall be deemed approved by the Village. This moratorium shall not be considered a waiver under Wis. stat. §236.10 (5). Rather, this moratorium shall prohibit the Village from denying extraterritorial subdivision or rezoning applications within the Town under the remaining sections of Wis. stat. §236.10 for the designated term of this Agreement. Notwithstanding the moratorium, all rezoning and land division applications shall be submitted to the Village for comment at least twenty (20) days before the Town takes formal action on any rezoning or land division application.

¹ Purchase price based upon Town's cost of acquisition - \$25,000/acre x 28.64 acres.

V. ENFORCEMENT OF AGREEMENT.

- A. This Agreement shall be for ten (10) years and shall be enforceable through the Circuit Court for Winnebago County. However, nothing herein shall limit the parties, through mutual agreement to consent to any issue being resolved by written agreement of the affected parties or through mediation or arbitration subject to the final approval of the circuit court.
- B. This Agreement shall apply equally to the Town of Clayton and to any successor incorporated municipality created to govern the territory of Clayton. References to Clayton in this Agreement shall be deemed to include its successor entity.

VI. PAYMENT OF ATTORNEY FEES.

Clayton agrees to pay the Village's actual attorney's fees paid by the Village to the Godfrey & Kahn Law Firm and the Herrling Clark Law Firm expended for the purpose of objecting to and settlement of the practical implementation of that certain "Stipulation and Final Order Between the District and the Department in Case No. 17-CV-0381 Consent Order" entered into between the Town of Clayton Sanitary District No. 1 and the Department of Natural Resources within the context of a Decision by the Department of Natural Resources affecting what is referred to internally as "Project No. S-2018-0760" in the sum of \$215,858.26. Clayton will also pay any additional attorney's fees of the Village actually paid by the Village to the Godfrey & Kahn Law Firm and the Herrling Clark Law Firm related to the subject matter hereof provided bills for said attorney's fees are received by the Village on or before March 1, 2020 and provided the grand total of all reimbursable attorney's fees may not exceed \$220,000.00. Payment shall be made within 95 days from the date of this Agreement.

VII. SEVERABLE PROVISIONS.

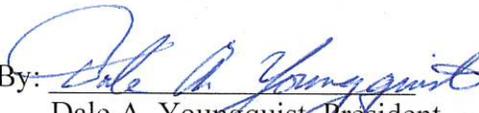
If any clause, provision, or section of this Agreement is declared to be invalid by any Court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions of this Agreement provided all essential terms and purposes of the agreement remain substantially valid.

VIII. ANCILIARY AGREEMENTS.

The validity of this agreement is contingent upon the parties' contemporaneous signing, delivery of, and continuing validity of various ancillary agreements; namely the "Agreement for the Conveyance of Wastewater between the Town of Clayton, Town of Clayton Sanitary District No. 1 and The Village of Fox Crossing" attached hereto as Exhibit A and the "Agreement for the Provision of Water Service between the Town of Clayton and the Village of Fox Crossing" attached hereto as Exhibit B and that certain "Fox West Sewerage Commission Joinder Agreement" entered into by and between the Town of Clayton, Town of Clayton Sanitary District No. 1 and third-party Fox West Sewerage Commission on even date herewith.

DATED THIS 27 DAY OF January, 2020

VILLAGE OF FOX CROSSING

By: 
Dale A. Youngquist, President

Attest:

By: 
Karen Backman, Village Clerk

DATED THIS 15TH DAY OF JANUARY, 2020

TOWN OF CLAYTON

By: 
Russell Geise, Chair

Attest: 
Holly Stevens, Town Clerk

DATED THIS 15TH DAY OF JANUARY, 2020

TOWN OF CLAYTON
SANITARY DISTRICT
NO. 1

By: 
Russell Geise, President

Attest: 
Holly Stevens, Clerk



Town of Clayton

Exhibit A

Conveyance of Wastewater



EXHIBIT A

**Agreement for the Conveyance of Wastewater between the Town of Clayton, Town
of Clayton Sanitary District No. 1 and The Village of Fox Crossing**

**AGREEMENT FOR THE CONVEYANCE OF WASTEWATER
BETWEEN THE TOWN OF CLAYTON, TOWN OF CLAYTON SANITARY DISTRICT
NO. 1 AND THE VILLAGE OF FOX CROSSING**

(Sec. 66.0301 Wis. Stats.)

This **AGREEMENT**, entered into this day of by and between Town of Clayton, organized and existing under the laws of the State of Wisconsin with principal offices at 8348 CTR T Larsen, Wisconsin, hereinafter called the “Town,” the Town of Clayton Sanitary District No., 1, also organized and existing under the laws of the State of Wisconsin with principal offices at 8348 CTR T Larsen, Wisconsin, hereinafter called the “Sanitary District,” (the Town and Sanitary District are jointly referred as the “Town Parties”), and the Village of Fox Crossing, a Municipal Corporation organized and existing, under the laws of the State of Wisconsin with principal offices at 2000 Municipal Drive Neenah, Wisconsin, hereinafter called the “Village,” (the Town, Sanitary District and Village are jointly referred as the “Parties” and are individually referred to as a “Party”), is as follows:

WITNESSETH

WHEREAS, the Village owns and operates a wastewater collection system in the Village, which conveys wastewater to the Fox West Regional Wastewater Treatment Plant; and

WHEREAS, the Village’s wastewater collection system includes interceptors which have capacity for conveying additional wastewater originating in the Sanitary District; and

WHEREAS, the Town Parties plan to design, construct, own, and operate a wastewater collection system located in the Sanitary District; and

WHEREAS, the Town Parties have expressed a desire that the Village convey the wastewater collected by the Sanitary District from those areas in the Sanitary District described in Exhibit A attached hereto (“2019 Service Area”) to the Fox West Regional Wastewater Treatment Plant; and

WHEREAS, the Village has agreed to convey wastewater originating from the Sanitary District’s 2019 Service Area to the Fox West Regional Wastewater Treatment Plant; and

WHEREAS, the wastewater to be conveyed by the Village from the Sanitary District shall be only of the type and nature presently being collected by the Village; and

WHEREAS, the wastewater to be conveyed by the Village from the Sanitary District to the Fox West Regional Wastewater Treatment Plant may originate from various land uses, including residential dwellings, commercial businesses and industrial areas within the Sanitary District's 2019 Service Area, which uses are hereinafter referred to as "users" and;

WHEREAS, the Town Parties and Sanitary District have expressed willingness to enter into a contract for wastewater conveyance pursuant to Section 66.0301 Wis. Stats.

NOW, THEREFORE, in consideration of the payment of \$5,750,000 to be apportioned between the Village and Village Utility by agreement] and other good and valuable consideration to each in hand paid by the other, receipt of which is hereby acknowledged, and in further consideration of the covenants herein contained and the benefits derived by each, the Town, Sanitary District and the Village contract and agree as follows:

A. RECITALS

The recitals hereto are hereby incorporated by reference.

B. NATURE OF THIS AGREEMENT

This Agreement is entered into pursuant to the provisions of §66.0301, Wis. Stats., and shall be construed and enforced in accordance with the provisions of that statute.

C. GENERAL INTENT

The Town Parties will plan, design, construct, own and operate a wastewater collection system within the Sanitary District that will collect wastewater from uses located within the 2019 Service Area. The Sanitary District's wastewater collection system will extend to the Village limits and connect to the Village's wastewater interceptors. The Village shall accept and convey such wastewater from the Sanitary District to the Fox West Regional Wastewater Treatment Plant for treatment and disposal. It is the intent of the Parties that the Sanitary District shall be considered a "contract purchaser" of wastewater conveyance services from the Village for purposes of this Agreement and otherwise, and that the customers within the 2019 Service Area shall be customers of the Sanitary District.

D. SERVICE AREA AND CAPACITY

This Agreement covers the conveyance of wastewater from lands within the 2019 Service Area. The Sanitary District's 2019 Service Area shall include those lands described in Exhibit A attached hereto. Any additions of area to the 2019 Service Area by the Town or Sanitary District must first be approved in writing by the Town and Village, in their discretion. Any future expansion or extension of the Sanitary District's wastewater collection system to serve propert(ies) located outside of Town limits must be approved in writing by the Town and Village, in their discretion. The Village agrees to the conveyance of wastewater of an average daily flow not to exceed **1,311,998** gallons and a peak daily flow not to exceed **3,279,994** gallons of wastewater from the 2019 Service Area.

E. SANITARY DISTRICT COLLECTION SYSTEM

- (1) Except as otherwise provided in this Agreement, the Town Parties shall be responsible for the planning, design, construction, ownership, operation and maintenance of the wastewater collection system located in the Sanitary District. The Town Parties shall be responsible for all costs associated with the planning, designing and construction of the wastewater collection system, including, but not limited to any lift station and force main, necessary to connect to the Village's collection system. All plans and specifications for the Sanitary District's collection system shall be submitted to and be subject to approval by the Village Engineer, which approval shall not be unreasonably withheld or delayed.
- (2) In the event any portion of the collection system needed to service the Sanitary District is located within the Village, the Village shall grant to the Town Parties any permits, easements or other necessary approvals within public right-of-way or within existing public easements necessary to construct and maintain the Sanitary District's wastewater collection system and to connect the Sanitary District's system to the Village's collection system. The Town Parties shall restore any areas disturbed by the construction to pre-construction conditions, and the restoration upon completion of construction must be approved by the Village prior to final payment by the Town Parties to the contractor retained by the Town Parties for said work, which approval will not be unreasonably withheld.
- (3) The Sanitary District's wastewater collection system shall connect to the Village's wastewater collection system at the established connection point or points identified on Exhibit B. Any proposed substitute connection points must be approved by the Village which approval shall not be unreasonably withheld.
- (4) The Sanitary District shall be responsible for the ownership, operation and maintenance of the Sanitary District's wastewater collection system. The Sanitary

District's operating and maintenance responsibility shall apply only to the collection system components owned and operated by the Sanitary District and shall not include the responsibility for maintenance of any service laterals from the sewer main to the building served, or of any facilities located on privately owned property not located in easements. Any approved future expansion of the Sanitary District's wastewater collection system or extensions within the 2019 Service Area will also be undertaken by the Town Parties and paid for by the Town Parties.

- (5) The Sanitary District shall maintain the wastewater collection system in full conformance with WDNR regulations and the provisions of Chapter 28, Subchapter II, of the Village's Municipal Code now in existence or enacted or amended at any time during the existence of this Agreement or any extension thereof. Should the Sanitary District receive an order from the DNR requiring any action relating to the wastewater collection system and should the Sanitary District fail, refuse or neglect to reasonably comply with the order, the Village shall be authorized to take action to correct the ordered deficiency to the extent necessary to achieve compliance at the Sanitary District's expense.

F. FLOW VOLUMES AND CHARACTERISTICS

The Parties agree that the wastewater generated by the Sanitary District will be of normal domestic strength as defined by the Fox West Regional Sewerage Commission. Flows with strength characteristics higher than the stated limits shall be pretreated or corrected at the source prior to entry into the Village's collection system. For purposes of billings to the Sanitary District, flow volumes shall be based on the master flow meters described in Section H; however, the Village's engineer may instead extrapolate water usage data within the 2019 Service Area or use other industry-accepted estimation techniques when flow to and through the master flow meters is too low to obtain accurate readings or when the reliability of said flow data may otherwise be improved through the use of combining flow meter data with other available data. Where on-site water meter data is unavailable due to the limited continued use of on-site private wells as permitted in other agreements entered into contemporaneously herewith, estimates may be used. Measurements of wastewater flow will be based upon quarterly flow meter readings and calculations. Data obtained from the master flow meters and individual water meters shall be made available by the Village to the Town Parties.

G. CONVEYANCE SERVICE

- (1) The Town Parties hereby agree to comply with the construction and sewer use provisions of Chapter 28, Subchapter II, of the Village's Municipal Code now in existence or enacted or amended at any time during the existence of this Agreement or any extension thereof. Village agrees that any sewer use ordinance enacted or to be enacted or amended will treat users in the Sanitary District the same as users in the Village, except as otherwise specifically provided herein.
- (2) The Parties agree that the Village shall have the right to inspect all users within the Sanitary District and if, from any inspection, it is determined by the Village that any deleterious waste is improperly entering the system, or that either the Sanitary District or a user are violating any ordinance rule or regulation or this Agreement, the user and the Sanitary District will be notified in writing and shall be required to cease and desist such discharge immediately in the case of deleterious waste and within five days if some other violation. In the event the Sanitary District and/or user fail to take corrective action (or in the alternative to satisfactorily assure the Village that corrective action will be taken within a specified period of time), the Village, with the full participation and cooperation of the Town Parties, shall pursue any and all remedies available to achieve compliance. The Sanitary District shall be responsible for extraordinary costs of said inspections.
- (3) The Town Parties agree that all Federal, State, Village and local regulations regarding pretreatment of those industrial wastes demanding such pretreatment shall be rigidly monitored and enforced upon the applicable industrial dischargers by the Town Parties.

H. FLOW MEASUREMENT

- (1) The actual flow of sewage from the Sanitary District shall be measured at sewage metering stations at locations identified in Exhibit B that shall be installed to accurately measure the total volume of wastewater from the Sanitary District. The Village's engineer may extrapolate water usage data within the 2019 Service Area or use other industry-accepted estimation techniques when flow to and through the master flow meters is too low to obtain accurate readings or when the reliability of said flow data may otherwise be improved through the use of combining flow meter data with other available data. The metering stations shall be located so that all wastewater conveyed to the Village from the Sanitary District shall be metered. Any new or additional meters shall be at locations mutually acceptable to the Parties. The

Village shall furnish, install, maintain and own the flow meters and telemetry equipment. All costs for installation, operation and maintenance of the metering stations and communication lines shall be the Sanitary District's responsibility.

- (2) The Village and/or the Fox West Regional Sewerage Commission shall take periodic flow proportional samples at the metering station to determine the waste loadings from the Sanitary District and any costs associated therewith shall be the Sanitary District's responsibility.
- (3) The meters shall be calibrated, and if necessary, adjusted, annually by a qualified technician agreed to by the Sanitary District, Village, and Fox West Regional Sewerage Commission. A report of the calibration and adjustment shall be provided by a party to any other party within five (5) days of the receipt of the report. Any costs associated therewith shall be the Sanitary District's responsibility.

I. SEWER SERVICE CONNECTIONS

- (1) No connections shall be made to the Sanitary District's collection system without prior written notice to the Village.
- (2) The Village shall have the right to inspect the Town building permit records to ensure compliance with this Agreement. The Village shall also have the right to inspect any work performed relating to sewer service connections. All connections to the system shall meet the requirements of Chapter 28, Subchapter II, of the Municipal Code of the Village.

J. BILLING DATES AND PROCEDURES; PAYMENT TERMS

- (1) The Village is providing wastewater conveyance service to the Sanitary District and the Sanitary District shall be liable for payment for all charges relating to these services. The Village shall bill the Sanitary District on a quarterly basis for all charges. All invoices shall be paid in full within 20 days after the date of billing, and if not so paid, the account shall be considered delinquent. Delinquent payments shall be subject to the same penalties and charges assessed by the Village to Village residents who are delinquent in the payment of sewer charges. The Village shall have the right to withhold approval of any sewer connections while bills are delinquent.

- (2) The Sanitary District shall provide, on a quarterly basis, a customer billing summary which indicates any changes to the number of customers being served by the Sanitary District. The Village shall have the right to inspect the Sanitary District customer billing records to ensure compliance with this Agreement.

K. SEWAGE CONVEYANCE RATES AND ASSESSMENT OF EXTRAORDINARY COSTS

The rates for conveying wastewater discharges from the Sanitary District's wastewater collection system to the Fox West Regional Wastewater Treatment Plant (herein the "Conveyance Fee") shall be established as set forth in Exhibit C. Any extraordinary costs associated with maintenance or improvements or reconstruction to the Village's conveyance system including but not limited to relay projects, reconstruction projects, lining projects, cleaning projects, manhole projects, interceptor projects and televising projects that are necessary for carrying out this agreement (herein "Extraordinary Costs") shall be paid all or in a fair proportion, as the case may be, by the Town Parties; provided, however, that any cost that is built in to the formula provided in Exhibit C shall not be assessed a second time as a cost to the Town Parties. The Parties agree that the cost assessment methodology contained in Exhibit B represents a fair method of allocating the cost of an assessable Extraordinary Cost for a project located in any given area of the Village's conveyance system. The applicable "Clayton %" as referenced in Exhibit B shall be the percentage an Extraordinary Cost that the Sanitary District shall pay for a project in a given area; provided, however, 1) that Exhibit B will be recreated using the same methodology at such time that the Town Parties connect to the Village's conveyance system through a third or subsequent connection point, and 2) Town Parties shall be exclusively responsible to pay for 100% of the Extraordinary Cost of any accommodation or infrastructural improvement that is requested or needed by the Town Parties and/or that is designed to exclusively benefit or serve the Town Parties. Notwithstanding, the Village represents that as of the date of this Agreement, other than the replacement of an occasional manhole or interceptor lining deemed necessary by discoveries made during the occasional televising of downline sewer infrastructure, which occurs from time to time, there are no planned major projects that are likely to result in an assessable extraordinary cost within the next 10-year time frame. This will not prevent the Village from undertaking projects sooner in an unplanned or emergency situation. The Winchester Road interceptor is likely to be the next interceptor to see major improvements within the next 4-10 years; however, at present the Town is not planning to connect through this interceptor so the Town would not likely share in said costs unless the Town changes plans.

L. INDEMNIFICATION

In constructing the Sanitary District's wastewater collection system, as well as performing its obligations under this Agreement, the Town Parties agree to indemnify, save and hold harmless the Village, its successors and assigns, from any and all claims, suits, demands or causes of action, arising out of any act or omission of the Town Parties, their contractors, agents or employees, causing injury, directly or indirectly, to any person or persons whomsoever, or property whatsoever.

M. TERM

This Agreement shall commence upon its execution hereof by all Parties; and shall continue thereafter in perpetuity. This Agreement may be terminated upon the mutual agreement of the Parties.

N. DEFAULT

In the event a Party hereto shall default in its obligations contained herein, then in such event a non-defaulting Party may give notice of such default to the defaulting Party. The defaulting Party shall then have a period of not to exceed thirty (30) days within which to cure such default, except, however, that if the default is in the failure to make any payment required under the terms of this Agreement, then in such event, the terms of Section O of this Agreement shall apply. If the default as specified is not cured within the applicable cure period, then in such event, the non-defaulting Party shall have the right and option to terminate this Agreement, and exercise any other right or remedy provided for by law or equity.

O. PENALTIES

The Town Parties agree that in the event of violation of this Agreement or Chapter 28, Subchapter II, of the Village's Municipal Ordinance (or any subsequent revision thereof), and after 30-days written notice, penalties may be assessed as allowed by said code for each violation, with each day of continued violation considered as a separate "offense" for which an additional penalty assessment would be due. All such penalties shall be paid at the time the next monthly billing is due and payable.

P. NOTICE

All notices, demands, and communications provided for herein or made hereunder shall be delivered or mailed first class with postage prepaid, addressed in each case as follows, unless some

other address shall have been designated in a written notice given in like manner, and shall be deemed to have been given or made when so delivered or mailed:

Village of Fox Crossing
Attn: Director of Public Works
Village of Fox Crossing
2000 Municipal Drive
Neenah, WI 54956

Town of Clayton
Attn: Clerk
8348 County Road T
Larsen, WI 54947

Q. BINDING EFFECT

This Agreement shall be binding upon the Parties hereto and their respective successors and assigns, including an incorporated successor to the Town and shall be considered to run with the land of the Town and any incorporated successor thereto, whether in whole or in part.

R. ASSIGNMENT

Neither the Town, the Sanitary District, nor the Village may assign this Agreement or their interests herein, without the prior written consent of the other.

S. BOOKS AND RECORDS

The Town Parties and the Village shall keep accurate books, records, and accounts of costs, expenses, expenditures, and receipts as they pertain to this Agreement. Upon reasonable notice, a Party shall be entitled to examine any and all such books and records. A Party may request an annual certified audit report of the books and records of another Party.

T. DISPUTES

The Parties hereto agree that the resolution of any dispute concerning the interpretation of this Agreement or the rates, rules and practices of the Parties shall be determined in a bench trial in the Circuit Court for Winnebago County.

U. EFFECTIVE DATE

The effective date of this Agreement shall be the date upon which it is executed by the last of the Parties to this Agreement.

V. EFFECT OF AGREEMENT

The Village and Town Parties recognize that this Agreement is the product of a unique set of circumstances. Accordingly, it is mutually acknowledged that many of the provisions contained herein are unique unto themselves and should not be seen as precedent for any future agreement between the Village and other entities.

W. 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 provided all essential terms and purposes of the agreement remain substantially valid.

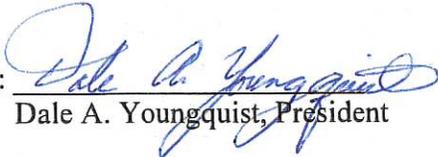
X. ANCILIARY AGREEMENTS

The validity of this agreement is contingent upon the parties' contemporaneous signing, delivery of, and continuing validity of various ancillary agreements; namely the "Agreement for the Provision of Water Service between the Town of Clayton and the Village of Fox Crossing," the "Intermunicipal Agreement Between the Town of Clayton and the Village of Fox Crossing," and that certain "Fox West Sewerage Commission Joinder Agreement" entered into by and between the Town of Clayton, Town of Clayton Sanitary District No. 1 and third-party Fox West Sewerage Commission, all entered into on even date herewith.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

DATED THIS 27 DAY OF January, 2020

VILLAGE OF FOX CROSSING

By: 
Dale A. Youngquist, President

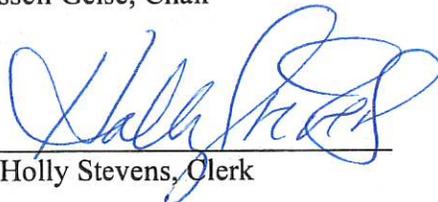
Attest:

By: 
Karen Backman, Village Clerk

DATED THIS 15TH DAY OF JANUARY, 2020

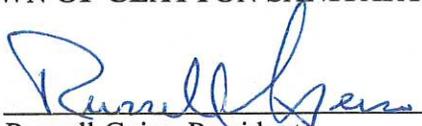
TOWN OF CLAYTON

By: 
Russell Geise, Chair

Attest: 
Holly Stevens, Clerk

DATED THIS 15TH DAY OF JANUARY, 2020

TOWN OF CLAYTON SANITARY DISTRICT NO. 1

By: 
Russell Geise, President

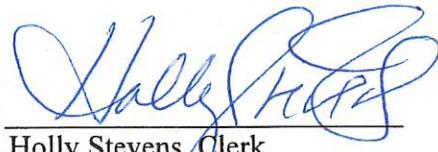
Attest: 
Holly Stevens, Clerk

EXHIBIT A – 2019 SERVICE AREA

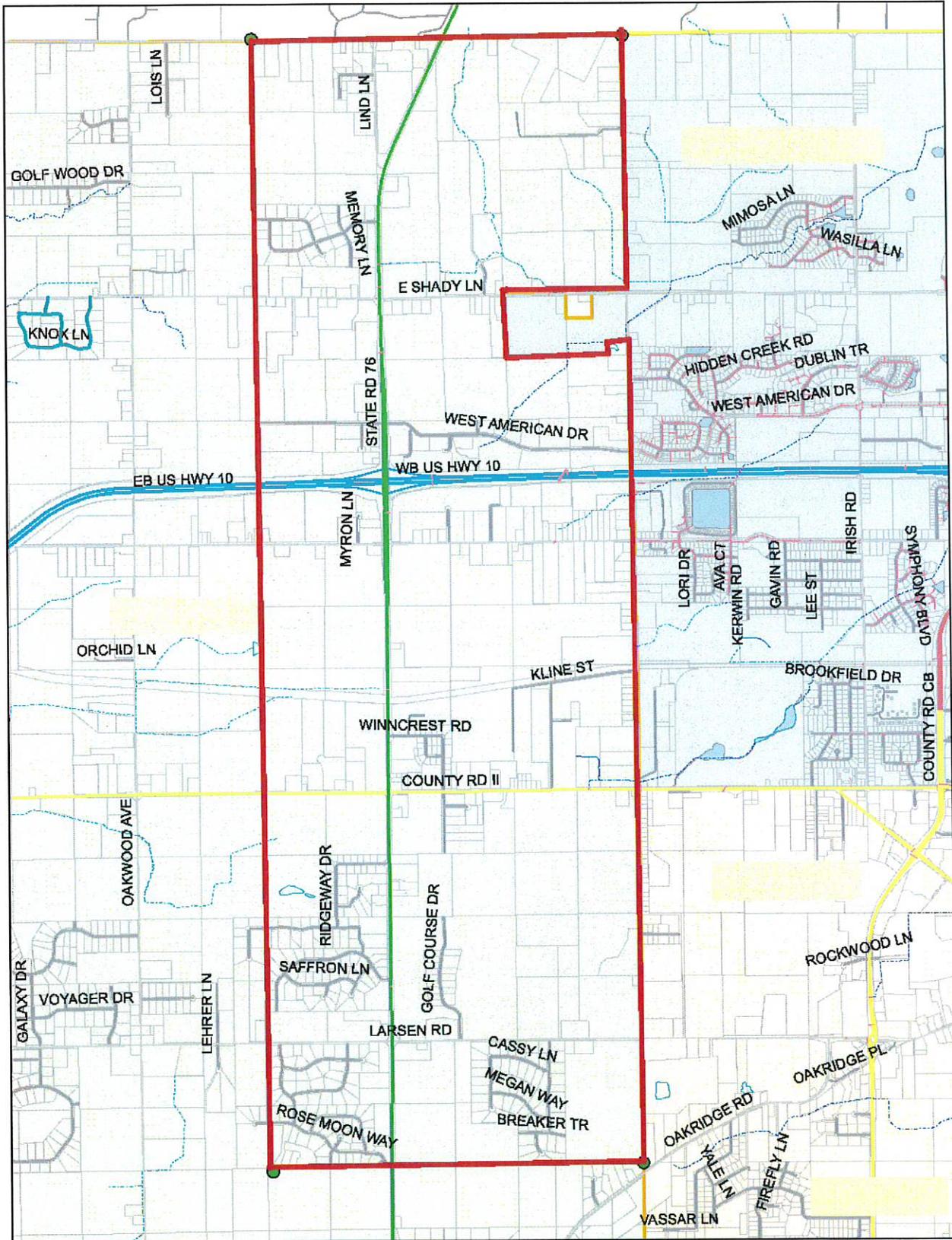
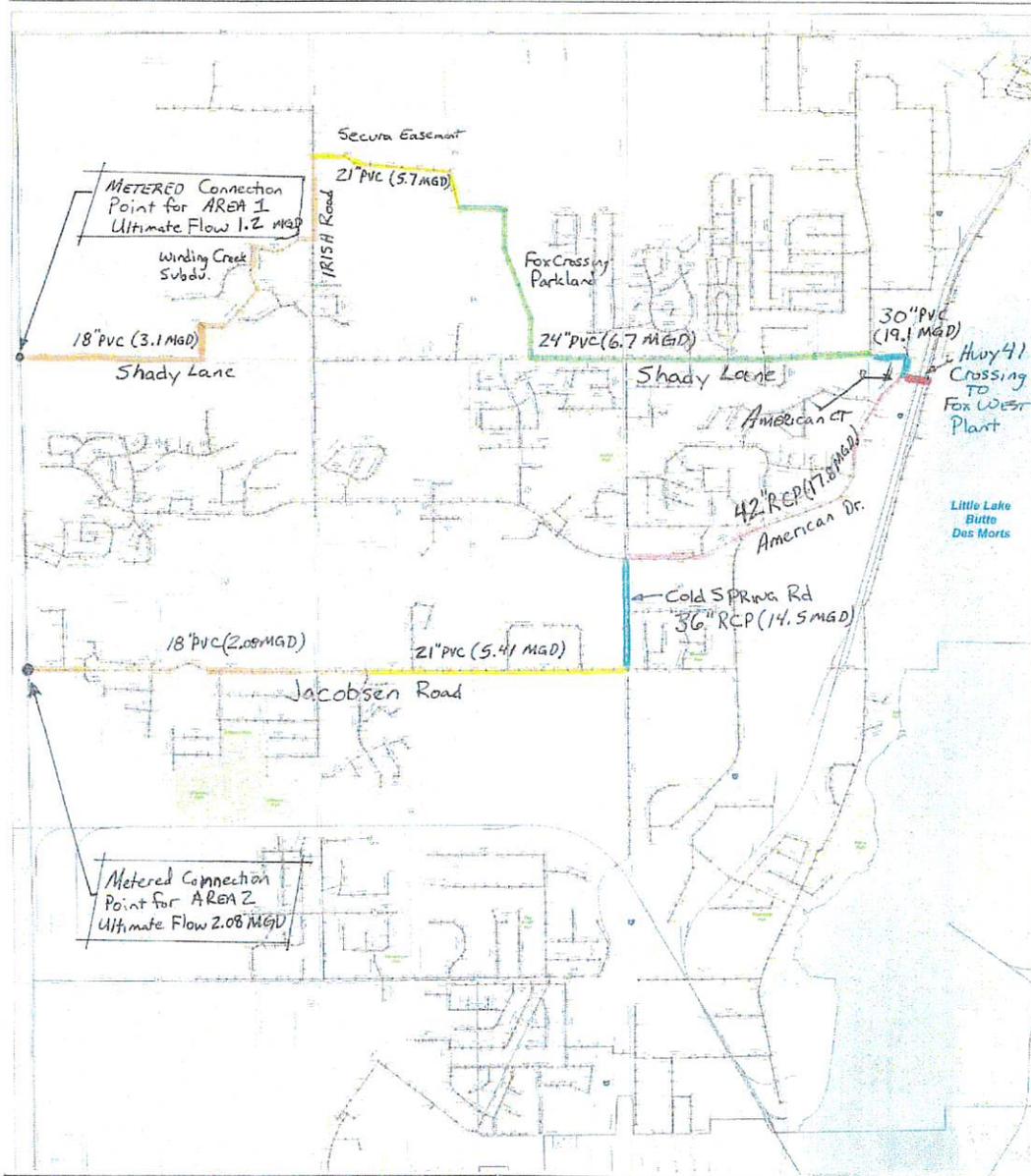


EXHIBIT B – CONNECTION POINTS AND COST-SHARING FORMULA

**Fox Crossing - Clayton
Shared Sanitary Interceptors**



Clayton Reserved Interceptor Capacity AREA 1 Connection - 1.2 MGD Peak Flow				Clayton Reserved Interceptor Capacity AREA 2 Connection - 2.08 MGD Peak Flow			
Interceptor	SIZE	CAPACITY	CLAYTON %	Interceptor	SIZE	CAPACITY	CLAYTON %
Shady/IRISH	18"	3.1 MGD	38.7%	Jacobsen Rd	18"	2.8 MGD	74.3%
Secura Easement	21"	5.7 MGD	21.1%	Jacobsen Rd	21"	5.4 MGD	38.4%
Park/Shady	24"	6.7 MGD	17.9%	Cold Spring Rd	36"	14.5 MGD	14.3%
Shady/American	30"	19.1 MGD	6.3%	American Dr	42"	17.8 MGD	11.7%
Hwy 41	48"	21.1 MGD	15.5%*	Hwy 41	48"	21.1 MGD	15.5%*

- 18" PVC
 - 21" PVC
 - 24" PVC
 - 30" PVC
 - 36" RCP
 - 42" RCP
 - 48" RCP
- * Based on 3.28 MGD from Clayton (AREA 1 + AREA 2)

EXHIBIT C – CONVEYANCE FEE FORMULA

The initial Conveyance Fee shall be \$0.46/1,000 gallons. The Village shall recalculate said Conveyance Fee annually, beginning in 2020, in accordance with the following methodology:

Fox Crossing Utilities, a division of the Village of Fox Crossing, assigns half of its cost of water metering, billing collection, and office/administration to its sewer utility, because water meter data, the water billing system, and the water-related office and administration is also used for sewer billing.

For the purposes of this Agreement, the sum of account 863 (meter expense), account 875 (maintenance of meters), account 902 (meter readings), account 903 (billing collection), and account 705 (office/administration), as shown in the Village’s annual accounting records, shall constitute the “Total Conveyance Expense.”

The Conveyance Fee in a given year shall be the three-year rolling average of the Total Conveyance Expense in each of the previous three years divided by the total flows through the Village’s collection system in each of the previous three years (including, but not limited to flows originating in the Town and Village).

For example, the initial conveyance fee of \$0.46/ 1,000 gallons was calculated using data from 2018, 2017, and 2016 as follows:

Year	Total Flow (MGD)	Total Conveyance Expense	Conveyance Fee
2018	945.5	\$444,315.90	\$0.47/ 1,000 gallons
2017	915.0	\$400,651.33	\$0.44/ 1,000 gallons
2016	1,028.8	\$491,147.42	\$0.48/ 1,000 gallons

The three-year rolling average of the forgoing is \$0.46/ 1,000 gallons – constituting the initial Conveyance Fee to be charged by the Village to the Sanitary District.

When 2019 accounting data becomes available, the Conveyance Fee shall be recalculated by the Village using data from 2019, 2018, and 2017, respectively.

The Conveyance Fee shall be recalculated by the Village in each subsequent year using the same methodology.

Should the Village materially change its accounting system or methodology, adjustments should be made to the Conveyance Fee formula to ensure a fair and consistent result.



Town of Clayton

Exhibit B

Provision of Water Service



EXHIBIT B

**Agreement for the Provision of Water Service between the Town of Clayton and the
Village of Fox Crossing**

**AGREEMENT FOR THE PROVISION OF WATER SERVICE BETWEEN THE
TOWN OF CLAYTON AND THE VILLAGE OF FOX CROSSING**

(Sec. 66.0301, Wis. Stats.)

This **AGREEMENT**, entered into this 27th day of JANUARY, 2020, by and between Town of Clayton, organized and existing under the laws of the State of Wisconsin with principal offices at 8348 CTR T Larsen, Wisconsin, the Town of Clayton Sanitary District No., 1, also organized and existing under the laws of the State of Wisconsin with principal offices at 8348 CTR T Larsen, Wisconsin, (the Town and Sanitary District are jointly referred as the "Town") and the Village of Fox Crossing, a Municipal Corporation organized and existing, under the laws of the State of Wisconsin with principal offices at 2000 Municipal Drive Neenah, hereinafter called the "Village", is as follows:

WITNESSETH:

WHEREAS, the Village owns and operates a system of water supply, storage, pumping, and distribution facilities which has capacity for supplying water utility service to properties located in the Town; and

WHEREAS, the Town has no water supply, storage, pumping or distribution capabilities and has expressed a desire that the Village provide retail water utility service to properties located in certain identified areas in the Town, said lands being those described in Exhibit A attached hereto ("2019 Water Service Area"); and

WHEREAS, the Village has agreed to sell water to persons and places located in the 2019 Water Service Area; and

WHEREAS, §66.0813(1), Wis. Stats., authorizes a Village owning a water utility to serve persons or places outside its corporate limits, and §66.0813(3), Wis. Stats., authorizes the limits of the Village's provision of water utility service in the Town to be delineated and fixed by Village ordinance; and

WHEREAS, water supplied to the 2019 Water Service Area by the Village may supply property improvements supporting various land uses, including residential dwellings, commercial businesses and institutional and industrial areas within the boundaries of the Town, the serviced properties being referred to as "users"; and

WHEREAS, the Town and Village have expressed willingness to enter into a contract for water utility service pursuant to §66.0301, Wis. Stats; and

WHEREAS, in consideration of the payment of Five Million Seven Hundred Fifty Thousand (\$5,750,000.00) Dollars and other good and valuable consideration to each in hand paid by the other, receipt of which is hereby acknowledged, and in further consideration of the covenants herein contained and the benefits derived by each, the Town and the Village contract and agree as follows:

A. RECITALS

The representations and recitations set forth in the foregoing Recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Paragraph A and constitute representations and understandings of the Village and the Town according to the tenor and import thereof.

B. GENERAL INTENT AND OWNERSHIP

The Town, at its sole expense, will acquire necessary land and easements and plan, design, and construct water supply facilities in the 2019 Water Service Area (the "Town Area Facilities"), including but not limited to, water mains, service laterals, and booster pump stations with back-up generators and the like, for connecting to the Village's water system. The Town Area Facilities shall be designed to provide water and fire protection service to users located within the 2019 Water Service Area. After construction, the Town will dedicate the Town Area Facilities to the Village, and the Village will own the Town Area Facilities, subject to acquisition by the Town under the provisions of Paragraph T. The Town Area Facilities shall include all facilities up to and including the "curb stop" unless, the service is larger than two inches, in which case the Town Area Facilities will extend to the first valve at the connection point.

C. SERVICE AREA AND CAPACITY

The Village's provision of water utility service in the Town shall be limited to only those lands described in Exhibit A, the 2019 Water Service Area, attached hereto.

D. TOWN AREA FACILITIES

- (1) The Town shall be responsible and bear all costs for the planning, design, bidding, and construction of the Town Area Facilities needed to serve properties within the 2019 Water Service Area. All plans and specifications for the Town Area Facilities shall be submitted to the Village Engineer for review and approval, which shall be provided promptly and not be unreasonably withheld or denied. The Village Engineer's review shall be for purposes of determining consistency with construction requirements and standards of similar Village construction projects.
- (2) The Village, or its delegee, shall be permitted to periodically inspect construction of the Town Area Facilities.
- (3) If Town Area Facilities will be constructed in the Village, the Village shall grant to the Town any permits, easements or other necessary approvals within public right-of-way or within existing public easements needed for the construction of the Town Area Facilities. The Town shall restore any

areas disturbed by the construction to pre-construction conditions, and the restoration upon completion of construction must be approved by the Village prior to final payment by the Town to the contractor retained by the Town for said work, which approval will not be unreasonably withheld.

- (4) Upon completion of the construction of the Town Area Facilities, the Town shall dedicate the Town Area Facilities to the Village and the Village shall accept dedication and ownership. Any warranties shall pass through to the Village.
- (5) The Village shall be responsible for the operation and maintenance of the Town Area Facilities, but it may contract with the Town or a third-party to conduct such operation and maintenance. The Town shall inform the Village of breaks/malfunctions in the Town Area Facilities of which it becomes aware.
- (6) Any future expansion or extension of the Town Area Facilities to serve additional properties in the 2019 Water Service Area will also be undertaken and paid for by the Town under the process set out in this Section D. Any future expansion or extension of the Town Area Facilities to serve propert(ies) located outside of the 2019 Water Service Area must be approved in writing by the Town and Village, in their discretion.
- (7) Because the parties assume that the Town will regain ownership of the Town Area Facilities in the near term, pursuant to Paragraph S, below, and because the onus is on the Town to do so, typical troubleshooting, minor maintenance, and phased periodic upgrades of Town Area facilities shall be paid for by the Village; major reconstruction or replacements shall be paid for by the Town.

E. METERS

The Town shall install meters and remote meter reading technology consistent and compatible with the Village's existing meters and meter reading technology now deployed or to be deployed in the future (to the Village's specification to ensure seamless integration with the Village's existing systems) for accurately measuring the quantity of water delivered to each water customer in the 2019 Water Service Area. The Town shall dedicate the meters and meter reading technology to the Village. The Village shall operate, maintain, calibrate, and read the meters of its retail customers as required by Chapter 196, Wis. Stats., and Chapter PSC 185 of the Wisconsin Administrative Code.

F. WATER SUPPLY

The water provided by the Village to water customers in the 2019 Water Service Area shall satisfy all applicable regulations for safe drinking water. The Village shall provide water pressure sufficient to satisfy all applicable pressure

requirements of the Wisconsin Department of Natural Resources (the "DNR"), of the Wisconsin Public Service Commission (the "PSC"), the Environmental Protection Agency ("EPA"), and the American Water Works Association ("AWWA"). The Town shall reasonably cooperate with the Village to facilitate the provision of retail water service by the Village to water users located within the Town.

G. COSTS OF CONSTRUCTION

The Town may recover its costs for the planning, design and construction of the Town Area Facilities in any manner allowed by law (but shall not directly or indirectly pass any such costs onto the Village or its related entities).

H. LOCAL ORDINANCES

- (1) The Town agrees to adopt, comply and enforce the provisions of Chapter 28, Subchapter III, of the Village's Municipal Code now in existence or enacted or amended and/or renumbered at any time during the existence of this Agreement or any extension thereof. Both the Town and Village agree that any water utility ordinance enacted or to be enacted or amended will treat users in the either municipality the same, except as otherwise specifically provided herein. Notwithstanding the forgoing, the Town is not required to comply with any special assessment or impact fee provisions included in Chapter 28, Subchapter III, of the Village's Municipal Code.
- (2) The parties agree that the Village shall have the right to inspect all necessary components of the Town Area Facilities and the Town shall assist the Village to any extent reasonably necessary. The Town agrees to take all reasonable actions to assist the Village in ensuring continuous water supply to water customer in the 2019 Water Service Area.
- (3) No new or reconstructed or improved private wells will be permitted within the area represented in Exhibit A. The Town shall enact appropriate ordinances to prohibit any such new or reconstructed or improved private wells and shall be responsible for all costs of enforcement and removal of any wells installed in violation of this paragraph.
- (4) Generally, all water users within the area represented by Exhibit A shall be required to connect to the Village's water system, shall be required to become customers of the Village's water system, and shall be prohibited from using private on-site wells. As a limited exception to this rule, the preexisting wells identified (by property owner and parcel number) on Exhibit C shall be allowed to remain until the earlier of 1) any such listed well fails or 2) a parcel owner transfers a parcel to another owner or entity. At such time that a well fails or one of the parcels listed in Exhibit C changes ownership, said new owner shall be required to become a customer of the Village's water utility within 30 days and said customers and parcels shall

be prohibited from any further use of private on-site wells. Minor maintenance to the existing wells identified in Exhibit C shall be allowed, but in no event shall such minor maintenance include drilling, lining, motor replacement, control replacement, pump replacement, or repair or replacement of the electrical supply system or plumbing infrastructure. Any well needing such repairs or replacement shall be deemed to have "failed." The purpose of this paragraph is to provide some very limited relief to parcel owners who recently invested in new well infrastructure, but to also require all parcel owners to become customers of the Village's water utility as soon as possible. The Town shall enact appropriate ordinances to strictly enforce this paragraph and shall be responsible for all costs of enforcement and removal of any wells installed in violation of this paragraph.

I. WATER SERVICE CONNECTIONS

- (1) The Village shall have the right to inspect the Town building permit records to ensure compliance with this Agreement. The Village shall also have the right to inspect any work performed relating to water service connections. All connections to the Town Area Facilities shall meet the requirements of Chapter 28, Subchapter III, of the Municipal Code of the Village and the Wisconsin State Plumbing Code.

J. BILLING DATES AND PROCEDURES; PAYMENT TERMS

- (1) The Village is providing retail water utility service to customers in the 2019 Water Service Area, and those customers shall be liable for payment for all charges relating to these services. The Village shall bill customers in the 2019 Water Service Area on the same basis and at the same rate as it bills customers located in the Village.
- (2) Customers in the 2019 Water Service Area shall be subject to the same terms and conditions of service as customers within the Village. The terms and conditions of service shall be those on file with the PSC. Customers in the 2019 Water Service Area shall be required to pay all invoices in full by the due date, and if not so paid, the account shall be considered delinquent. Delinquent payments shall be subject to the same penalties and charges assessed by the Village to Village residents who are delinquent in the payment of water charges.
- (3) In the event any water customer(s) in the 2019 Water Service Area are delinquent in payment of water bills, the Town will take measures to collect the delinquent charges in accord with Wisconsin statute §66.0809 as authorized under Wisconsin statute §66.0707.

K. COMPUTATION OF BILLS

- (1) Water customers in the 2019 Water Service Area shall be billed at the retail water rates approved by the PSC. A copy of the current Village Utility Rate Schedule is attached here as Exhibit B.
- (2) The Village shall bill all water customers in the 2019 Water Service Area in strict conformity with the Village's Customer Water Utility Rate schedule and all PSC regulations, as applied to all individual customer meters at rates applicable to Village customers, as modified from time to time.

L. DISPUTES

The parties hereto agree to be bound by the provisions of §196.37, Wis. Stats., in the resolution of any dispute concerning the interpretation of this Agreement or the rates, rules and practices of the parties.

M. BOOKS AND RECORDS

The Town and the Village shall keep accurate books, records, and accounts of costs, expenses, expenditures, and receipts as they pertain to this Agreement. Upon reasonable notice, either party shall be entitled to examine any and all such books and records. Either party may request an annual certified audit report of the books and records of the other party.

N. EFFECTIVE DATE

The effective date of this Agreement shall be the date upon which it is executed by the last of the parties to this Agreement.

O. TERM OF CONTRACT; REMEDIES

- (1) The term of this Agreement shall be perpetual, unless the Agreement is terminated by mutual agreement.
- (2) In addition to the penalties provided herein, and in the event of violation of the terms of this Agreement or of any rule and regulation of the DNR, the EPA, or other authority having legal jurisdiction in these matters, either party may sue in any court of record for declaratory judgment or other relief as may be provided by law.
- (3) The Town shall periodically evaluate no less than every five (5) years whether to apply to the PSC for a certificate of authority to be a public utility providing water service within the Town or a portion of the Town. The Village shall not oppose Town efforts to obtain a certificate of authority from the PSC.

P. EFFECT OF AGREEMENT

The Village and Town recognize that this Agreement is the product of a unique set of circumstances. Accordingly, it is mutually acknowledged that many of the provisions contained herein are unique unto themselves and should not be seen as precedent for any future agreement between the Village, the Town and/or other entities.

Q. 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 provided all essential terms and purposes of the agreement remain substantially valid.

R. ANCILIARY AGREEMENTS

The validity of this agreement is contingent upon the parties' contemporaneous signing, delivery of, and continuing validity of various ancillary agreements; namely the "Agreement for the Conveyance of Wastewater between the Town of Clayton, Town of Clayton Sanitary District No. 1 and The Village of Fox Crossing," the "Intermunicipal Agreement Between the Town of Clayton and the Village of Fox Crossing" and that certain "Fox West Sewerage Commission Joinder Agreement" entered into by and between the Town of Clayton, Town of Clayton Sanitary District No. 1 and third-party Fox West Sewerage Commission, all entered into on even date herewith.

S. BINDING AGREEMENT

This Agreement shall be binding upon the parties hereto and their respective successors and assigns, including an incorporated successor to the Town and shall be considered to run with the land of the Town and any incorporated successor thereto, whether in whole or in part.

T. TRANSFER OF OWNERSHIP

- (1) During the term of this Agreement, the Village shall not transfer, pledge, assign or in any manner encumber the Town Area Facilities.
- (2) If the PSC authorizes the Town, or a sanitary district or water district created by the Town, to become a public water utility, upon the written request of the Town, and in accordance with any conditions required by the PSC, the Village shall tender, relinquish and transfer all right title and interest to the Town Area Facilities, free and clear of any liens or encumbrances, for consideration of One (\$1.00) Dollar.

- (3) If the PSC authorizes the Town to become a public water utility, and the Town re-acquires the Town Area Facilities from the Village, the Town shall become a wholesale water customer of the Village.
- (4) The Village shall charge the Town wholesale water rates established by the PSC based upon the volume of water purchased by the Town as measured by a master meter(s).
- (5) Master Metering System
 - a. Before re-acquiring the Town Area Facilities, the Town shall install an above-ground metering station equipped with a fully functional telemetry system so as to enable both the Town and Village to access real-time flows and pressures.
 - b. The Village shall own and maintain the master meter and telemetry system within the above-ground metering station. The master meter shall be tested and calibrated by the Village annually at Village expense. Copies of all system testing and calibration reports shall be submitted to both parties within 30 days of the date of meter testing or calibration. The Village shall have access to the meter(s) located in the metering station for maintenance purposes at any reasonable time. The meter(s) shall be tested by the Village in accord with a PSC recommended schedule, and copies of all test results shall be provided to the Town. The Town may request additional tests at its expense.

U. VILLAGE'S OBLIGATIONS COMMENCE UPON PSC APPROVAL

Upon entering into this Agreement, the Parties shall take reasonable steps to present this Agreement to the PSC and request and obtain approval for the Village to operate as a utility and to provide retail water service to the 2019 Service Area. The Village shall not be required to provide retail water service until PSC approval is obtained.

V. INDEMNIFICATION

For good and valuable consideration, the Town and its successors and assigns, including any incorporated successor to the Town agree to indemnify, defend and hold harmless the Village and its officers, officials, employees and agents from and against any and all liability, loss, damage, expenses, costs, including attorney's fees, arising in any way out of the goods provided and activities performed pursuant to this Agreement, to the extent caused by any negligent act or omission of the Town, anyone employed by it or anyone for whose acts it may be liable.

W. NOTICE

All notices, demands, and communications provided for herein or made hereunder shall be delivered or mailed first class with postage prepaid, addressed in each case as follows, unless some other address shall have been designated in a written notice given in like manner, and shall be deemed to have been given or made when so delivered or mailed:

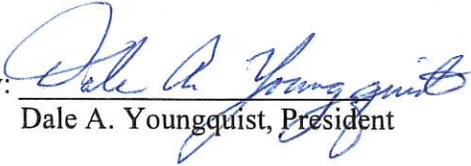
Village of Fox Crossing
Attn: Director of Public Works
Village of Fox Crossing
2000 Municipal Drive
Neenah, WI 54956

Town of Clayton
Attn: Clerk
8348 County Road T
Larsen, WI 54947

[SIGNATURE LINES ON NEXT PAGE]

DATED THIS 27 DAY OF January, 2020

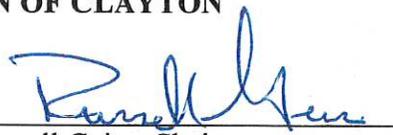
VILLAGE OF FOX CROSSING

By: 
Dale A. Youngquist, President

Attest:
By: 
Karen Backman, Village Clerk

DATED THIS 15TH DAY OF JANUARY, 2020

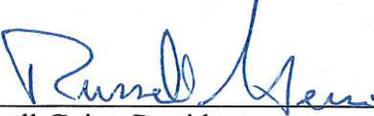
TOWN OF CLAYTON

By: 
Russell Geise, Chair

Attest: 
Holly Stevens/Clerk

DATED THIS 15TH DAY OF JANUARY, 2020

TOWN OF CLAYTON SANITARY DISTRICT NO. 1

By: 
Russell Geise, President

Attest: 
Holly Stevens, Clerk

EXHIBIT A – 2019 SERVICE AREA

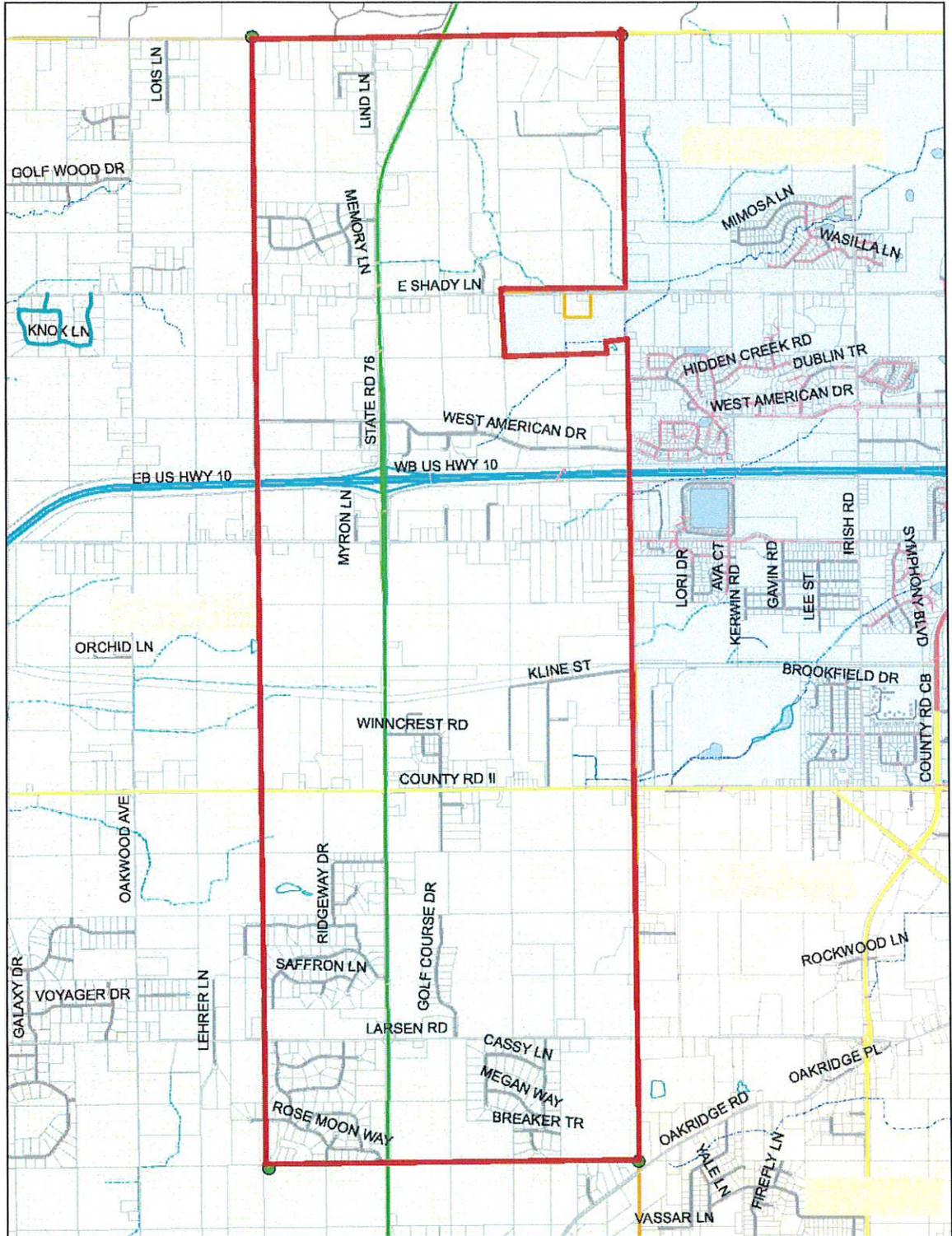


EXHIBIT B

Village Utility Rate Schedule



Public Service Commission of Wisconsin

Ellen Nowak, Chairperson
Mike Huebsch, Commissioner
Lon Roberts, Commissioner

610 North Whitney Way
P.O. Box 7854
Madison, WI 53707-7854

June 28, 2017

Ms. Myra Piergrossi, Finance Director
Village of Fox Crossing
2000 Municipal Drive
Neenah, WI 54956
E-mail: MPiergrossi@foxcrossingwi.gov

Re: Application of the Town of Menasha, Winnebago County, 3550-TW-100
Wisconsin, as a Water Public Utility, for Utility Name
Change and Tariff Revisions

Dear Ms. Piergrossi:

The Public Service Commission (Commission) has received your application for a water utility name change. The application was received on April 17, 2017. Your application states that the entire Town of Menasha was incorporated into the Village of Fox Crossing through a series of steps that culminated on December 20, 2016. Your application also states that the new boundaries of the Village-owned water utility, hereby known as Fox Crossing Utilities, matches the same boundaries of the previous water utility, formerly known as the Town of Menasha Utility District.

While your water utility name has been changed in our files to Fox Crossing Utilities, your identification number, 3550, will remain the same. Please note that your utility operations and service obligations also remain unchanged.

Commission staff has printed revised rate sheets that have been placed on file as Amendment 23. A copy is enclosed for your records. The utility's current rates and rules must be available for public inspection and review at the utility's office and all bill payment stations pursuant to Wis. Admin. Code § PSC 185.22. The utility should mark the old rates and rules as superseded and keep them in a separate file. Pursuant to Wis. Admin. Code § PSC 185.19, the utility must keep a permanent file of its previous rates and rules. If you have any questions, please contact Stephen Kemna at (608) 266-3768.

Sincerely,

A handwritten signature in black ink, appearing to read "S.A. Knudson".

Steven A. Knudson
Administrator
Division of Water, Telecommunications & Consumer Affairs
SPK:pc DL:01535551
Enclosures

Telephone: (608) 266-5481
Home Page: <http://psc.wis.gov>

Fax: (608) 266-3957
E-mail: pscsecs@wisconsin.gov

RATE FILE

Sheet No. 1 of 2

Schedule No. PWAC-1

Amendment No. 23

Public Service Commission of Wisconsin

Fox Crossing Utilities

Purchased Water Adjustment Clause

The Fox Crossing Utilities (utility) may apply a purchased water adjustment clause (PWAC) to its water rates set forth under Schedules F-1 and Mg-1 to reflect an increase or decrease in the rates charged by its wholesale water supplier, Fox Crossing Utilities (wholesaler). The adjustment can be made effective on or after the effective date of the wholesaler's rate change. Adjustments under this PWAC that result in an increase cannot be effective until the utility has filed the proposed change with the Public Service Commission (Commission) and the Commission has accepted the adjustment for filing. The utility shall provide notice to its customers of such change in rates resulting from application of the PWAC.

The utility must request Commission authorization for a PWAC rate change within 90 days of a change in its wholesale water supplier's rates or forfeit all adjustment to its rates under the PWAC until the time of its next rate case.

Calculation of Adjusted Quarterly / Monthly Public Fire Protection Service Charges - - - F-1

$$C = Z \times (1 + P)$$
$$P = (N - B) / T$$

- Where:
- C = Adjusted Schedule F-1 retail service charges rounded up to the nearest cent.
 - Z = Current Schedule F-1 direct retail service charges.
 - P = Adjustment factor rounded up to the nearest hundredth of a percent, which is four places past the decimal point (.XXXX).
 - N = New wholesale public fire protection service charge.
 - B = Current wholesale public fire protection service charge.
 - T = Total dollar revenue from retail service charges per rate Schedule F-1.

EFFECTIVE: April 17, 2017
PSCW AUTHORIZATION: 3550-TW-100

RATE FILE

Sheet No. 2 of 2

Public Service Commission of Wisconsin

Schedule No. PWAC-1

Amendment No. 23

Fox Crossing Utilities

Purchased Water Adjustment Clause

Calculation of Adjusted Quarterly / Monthly Service Charges - - - Mg-1

$$C = Z \times (1 + P)$$

$$P = (N - B) / T$$

Where: C = Adjusted Schedule Mg-1 retail service charges rounded up to the nearest cent.

Z = Current Schedule Mg-1 retail service charges.

P = Adjustment factor rounded up to the nearest hundredth of a percent, which is four places past the decimal point (.XXXX).

N = New wholesale service charge.

B = Current wholesale service charge.

T = Total dollar revenue from retail service charges per Schedule Mg-1.

Commodity Charge Adjustment - - - Mg-1

$$AVBR = VBR + A$$

Where: AVBR = Adjusted Schedule Mg-1 retail volume block rates rounded up to the nearest cent.

VBR = Current Schedule Mg-1 retail volume block rates.

A = New wholesale volume charge less the current wholesale volume charge.

EFFECTIVE: April 17, 2017
PSCW AUTHORIZATION: 3550-TW-100

RATE FILE

Sheet No. 1 of 1

Schedule No. F-1

Public Service Commission of Wisconsin

Amendment No. 23

Fox Crossing Utilities

Public Fire Protection Service

Public fire protection service includes the use of hydrants for fire protection service only and such quantities of water as may be demanded for the purpose of extinguishing fires within the service area. This service shall also include water used for testing equipment and training personnel. For all other purposes, the metered or other rates set forth, or as may be filed with the Public Service Commission, shall apply.

Under Wis. Stat. § 196.03(3)(b), the municipality has chosen to have the utility bill the retail general service customers for public fire protection service.

Public Fire Protection Service Charges:

	<u>Quarterly</u>	<u>Monthly</u>		<u>Quarterly</u>	<u>Monthly</u>
3/4 -inch meter - \$	13.14	4.38	3 -inch meter - \$	198.00	66.00
1 -inch meter - \$	13.14	4.38	4 -inch meter - \$	330.00	110.00
1 1/4 -inch meter - \$	33.00	11.00	6 -inch meter - \$	657.00	219.00
1 1/2 -inch meter - \$	48.00	16.00	8 -inch meter - \$	1,050.00	350.00
2 -inch meter - \$	66.00	22.00	10 -inch meter - \$	1,578.00	526.00
	105.00	35.00	12 -inch meter - \$	2,103.00	701.00

Customers who are provided service under Schedules Mg-1, Ug-1, or Sg-1 shall be subject to the charges in this schedule according to the size of their primary meter.

Billing: Same as Schedule Mg-1.

EFFECTIVE: April 17, 2017
PSCW AUTHORIZATION: 3550-TW-100

RATE FILE

Sheet No. 1 of 1

Schedule No. Upf-1

Public Service Commission of Wisconsin

Amendment No. 23

Fox Crossing Utilities

Private Fire Protection Service - Unmetered

This service shall consist of permanent or continuous unmetered connections to the main for the purpose of supplying water to private fire protection systems such as automatic sprinkler systems, standpipes, and private hydrants. This service shall also include reasonable quantities of water used for testing check valves and other backflow prevention devices.

Private Fire Protection Service Demand Charges:

	<u>Quarterly</u>	<u>Monthly</u>
2-inch or smaller connection	\$ 45.00	\$ 15.00
3-inch connection	\$ 75.00	\$ 25.00
4-inch connection	\$ 120.00	\$ 40.00
6-inch connection	\$ 210.00	\$ 70.00
8-inch connection	\$ 300.00	\$ 100.00
10-inch connection	\$ 450.00	\$ 150.00
12-inch connection	\$ 540.00	\$ 180.00
14-inch connection	\$ 675.00	\$ 225.00
16-inch connection	\$ 810.00	\$ 270.00

Billing: Same as Schedule Mg-1.

EFFECTIVE: April 17, 2017
PSCW AUTHORIZATION: 3550-TW-100

RATE FILE

Sheet No. 2 of 2

Schedule No. Mg-1

Amendment No. 23

Public Service Commission of Wisconsin

Fox Crossing Utilities

General Service - Metered

Billing: Bills for water service are rendered monthly or quarterly and become due and payable upon issuance following the period for which service is rendered. A late payment charge of 1 percent per month will be added to bills not paid within 20 days of issuance. This late payment charge shall be applied to the total unpaid balance for utility service, including unpaid late payment charges. This late payment charge is applicable to all customers. The utility customer may be given a written notice that the bill is overdue no sooner than 20 days after the bill is issued. Unless payment or satisfactory arrangement for payment is made within the next 10 days, service may be disconnected pursuant to Wis. Admin. Code ch. PSC 185.

Combined Metering: For residential customers, volumetric readings from all meters on a single service lateral shall be combined for billing. For nonresidential customers, volumetric readings may be combined for billing if the utility for its own convenience places more than one meter on a single water service lateral. Multiple meters placed for the purpose of identifying water that is not discharged into the sanitary sewer are not considered for utility convenience and may not be combined for billing nonresidential customers. This requirement does not preclude the utility from combining readings where metering configurations support such an approach. Volumetric readings from individually metered separate service laterals may not be combined for billing purposes.

EFFECTIVE: April 17, 2017
PSCW AUTHORIZATION: 3550-TW-100

RATE FILE

Sheet No. 1 of 1

Public Service Commission of Wisconsin

Schedule No. OC-1

Fox Crossing Utilities

Amendment No. 23

Other Charges

Non-Sufficient Funds Charge: The utility shall assess a \$30.00 charge when a payment rendered for utility service is returned for non-sufficient funds. This charge may not be in addition to, but may be inclusive of, other non-sufficient funds charges when the payment was for multiple services.

Billing: Same as Schedule Mg-1.

EFFECTIVE: April 17, 2017
PSCW AUTHORIZATION: 3550-TW-100

RATE FILE

Sheet No. 1 of 1

Schedule No. Mpa-1

Amendment No. 23

Public Service Commission of Wisconsin

Fox Crossing Utilities

Public Service

Metered Service

Water used by the Fox Crossing Utilities on an intermittent basis for flushing sewers, street washing, flooding skating rinks, drinking fountains, etc., shall be metered and billed according to the rates set forth in Schedule Mg-1 for nonresidential customers.

Unmetered Service

Where it is impossible to meter the service, the utility shall estimate the volume of water used based on the pressure, size of opening, and the period of time the water is used. The estimated quantity shall be billed at the volumetric rates set forth in Schedule Mg-1 for nonresidential customers, excluding any service charges.

Billing: Same as Schedule Mg-1.

EFFECTIVE: April 17, 2017
PSCW AUTHORIZATION: 3550-IW-100

RATE FILE

Sheet No. 1 of 1

Schedule No. Ug-1

Public Service Commission of Wisconsin

Amendment No. 23

Fox Crossing Utilities

General Water Service - Unmetered

Service may be supplied temporarily on an unmetered basis where the utility cannot immediately install a water meter, including water used for construction. Unmetered service shall be billed the amount that would be charged to a metered residential customer using 11,000 gallons of water per quarter under Schedule Mg-1, including the service charge for a 3/4-inch meter. If the utility determines that actual usage exceeds 11,000 gallons of water per quarter, an additional charge for the estimated excess usage shall be made according to the rates under Schedule Mg-1.

This schedule applies only to customers with a 1-inch or smaller service connection. For customers with a larger service connection, the utility shall install a temporary meter and charges shall be based on the rates set forth under Schedule Mg-1.

Billing: Same as Schedule Mg-1.

EFFECTIVE: April 17, 2017
PSCW AUTHORIZATION: 3550-TW-100

RATE FILE

Sheet No. 1 of 1

Public Service Commission of Wisconsin

Schedule No. MI-1

Fox Crossing Utilities

Amendment No. 23

Municipal Interconnect Charge

For emergency water service provided to the Waverly Sanitary District through an unmetered connection.

Service Charge: Applicable charge for an equivalent 6-inch meter under Schedule Mg-1.

Volume Charge: Applicable charge for Non-Residential Customers under Schedule Mg-1.

Billing: Same as Schedule Mg-1.

EFFECTIVE: April 17, 2017
PSCW AUTHORIZATION: 3550-TW-100

RATE FILE

Sheet No. 1 of 1

Schedule No. SWS-1

Amendment No. 23

Public Service Commission of Wisconsin

Fox Crossing Utilities

Standby Water Service

A standby charge shall apply to each lot or equivalent parcel of land for which water system facilities are available but are not connected. An equivalent parcel of land shall be each full 100 feet where unplatted. An isolated parcel of less than 100 feet shall be equivalent to a lot. Where more than one lot or equivalent is used as a unit and a customer is connected, the total charge for water service to such customer shall be not less than the standby charge applicable to the several lots. This rate is not applicable to land declared by the local municipality as unbuildable.

For each lot or equivalent parcel of land ~ \$9.60 per quarter.

Example: An unplatted 480 foot parcel of land would constitute four equivalent parcels.

Billing: Same as Schedule Mg-1.

EFFECTIVE: April 17, 2017
PSCW AUTHORIZATION: 3550-TW-100

RATE FILE

Sheet No. 1 of 1

Public Service Commission of Wisconsin

Schedule No. Sg-1

Amendment No. 23

Fox Crossing Utilities

Seasonal Service

Seasonal customers are general service customers who voluntarily request disconnection of water service and who resume service at the same location within 12 months of the disconnection, unless service has been provided to another customer at that location in the intervening period. The utility shall bill seasonal customers the applicable service charges under Schedule Mg-1 year-round, including the period of temporary disconnection.

Seasonal service shall include customers taking service under Schedule Mg-1 or Schedule Ug-1.

Upon reconnection, the utility shall apply a charge under Schedule R-1 and require payment of any unpaid charges under this schedule.

Billing: Same as Schedule Mg-1, unless the utility and customer agree to an alternative payment schedule for the period of voluntary disconnection.

EFFECTIVE: April 17, 2017
PSCW AUTHORIZATION: 3550-TW-100

RATE FILE

Sheet No. 1 of 1

Schedule No. BW-1

Public Service Commission of Wisconsin

Amendment No. 23

Fox Crossing Utilities

Bulk Water

All bulk water supplied from the water system through hydrants or other connections shall be metered or estimated by the utility. Utility personnel or a party approved by the utility shall supervise the delivery of water.

Bulk water sales are:

- A. Water supplied by tank trucks or from hydrants for the purpose of extinguishing fires outside the utility's service area;
- B. Water supplied by tank trucks or from hydrants for purposes other than extinguishing fires, such as water used for irrigation or filling swimming pools; or,
- C. Water supplied from hydrants or other temporary connections for general service type applications, except that Schedule Ug-1 applies for water supplied for construction purposes.

A service charge of \$40.00 and a charge for the volume of water used shall be billed to the party using the water. The volumetric charge shall be calculated using the highest volumetric rate for residential customers under Schedule Mg-1. In addition, for meters that are assigned to bulk water customers for more than 7 days, the applicable service charge in Schedule Mg-1 will apply after the first 7 days.

The water utility may require a reasonable deposit for the temporary use of its equipment under this and other rate schedules. The deposit(s) collected shall be refunded upon return of the utility's equipment. Damaged or lost equipment shall be repaired or replaced at the customer's expense.

Billing: Same as Schedule Mg-1.

EFFECTIVE: April 17, 2017
PSCW AUTHORIZATION: 3550-TW-100

RATE FILE

Sheet No. 1 of 1

Schedule No. R-1

Amendment No. 23

Public Service Commission of Wisconsin

Fox Crossing Utilities

Reconnection Charges

The utility shall assess a charge to reconnect a customer, which includes reinstalling a meter and turning on the valve at the curb stop, if necessary. A utility may not assess a charge for disconnecting a customer.

During normal business hours:	\$40.00
After normal business hours:	\$60.00

Billing: Same as Schedule Mg-1.

EFFECTIVE: April 17, 2017
BSCW AUTHORIZATION: 3550-TW-100

RATE FILE

Sheet No. 1 of 1

Public Service Commission of Wisconsin

Schedule No. Cz-1

Fox Crossing Utilities

Amendment No. 23

Water Lateral Installation Charge
--

The utility shall charge a customer for the actual cost of installing a water service lateral from the main through curb stop and box if these costs are not contributed as part of a subdivision development or otherwise recovered under Wis. Stats. Chapter 66.

Billing: Same as Schedule Mg-1.

EFFECTIVE: April 17, 2017
PSCW AUTHORIZATION: 3550-TW-100

RATE FILE

Sheet No. 1 of 10

Schedule No. X-1

Public Service Commission of Wisconsin

Amendment No. 23

Fox Crossing Utilities

Water Utility Operating Rules

Compliance with Rules

All persons now receiving water service from this water utility, or who may request service in the future, shall be considered as having agreed to be bound by the rules and regulations as filed with the Public Service Commission of Wisconsin.

Establishment of Service

Application for water service may be made in writing on a form furnished by the water utility. The application will contain the legal description of the property to be served, the name of the owner, the exact use to be made of the service, and the size of the service lateral and meter desired. Note particularly any special refrigeration, fire protection, or water-consuming air-conditioning equipment.

Service will be furnished only if (1) the premises have a frontage on a properly platted street or public strip in which a cast iron or other long-life water main has been laid, or where the property owner has agreed to and complied with the provisions of the water utility's filed main extension rule, (2) the property owner has installed or agrees to install a service lateral from the curb stop to the point of use that is not less than 6 feet below the surface of an established or proposed grade and meets the water utility's specifications, and (3) the premises have adequate piping beyond the metering point.

The owner of a multi-unit dwelling has the option of being served by individual metered water service to each unit. The owner, by selecting this option, is required to provide interior plumbing and meter settings to enable individual metered service to each unit and individual disconnection without affecting service to other units. Each meter and meter connection will be treated as a separate water utility account for the purpose of the filed rules and regulations.

No division of the water service lateral to any lot or parcel of land shall be made for the extension and independent metering of the supply to an adjoining lot or parcel of land. Except for duplexes, no division of a water service lateral shall be made at the curb for separate supplies for two or more separate premises having frontage on any street or public service strip, whether owned by the same or different parties. Duplexes may be served by one lateral provided (1) individual metered service and disconnection is provided and (2) it is permitted by local ordinance.

Buildings used in the same business, located on the same parcel, and served by a single lateral may have the customer's water supply piping installed to a central point so that volume can be metered in one place.

The water utility may withhold approval of any application where full information of the purpose of such supply is not clearly indicated and set forth by the applicant property owner.

EFFECTIVE: April 17, 2017
PSCW AUTHORIZATION: 3550-TW-100

RATE FILE

Sheet No. 2 of 10

Schedule No. X-1

Public Service Commission of Wisconsin

Amendment No. 23

Fox Crossing Utilities

Water Utility Operating Rules

Reconnection of Service

Where the water utility has disconnected service at the customer's request, a reconnection charge shall be made when the customer requests reconnection of service. See Schedule R-1 for the applicable rate.

A reconnection charge shall also be required from customers whose services are disconnected (shut off at curb stop box) because of nonpayment of bills when due. See Schedule R-1 for the applicable rate.

If reconnection is requested for the same location by any member of the same household, or, if a place of business, by any partner of the same business, it shall be considered as the same customer.

Temporary Metered Service, Meter, and Deposits

An applicant for temporary water service on a metered basis shall make and maintain a monetary deposit for each meter installed as security for payment for use of water and for such other charges which may arise from the use of the supply. A charge shall be made for setting the valve and furnishing and setting the meter. See Schedule BW-1 for the applicable rate.

Water for Construction

When water is requested for construction purposes or for filling tanks or other such uses, an application shall be made to the water utility, in writing, giving a statement of the amount of construction work to be done or the size of the tank to be filled, etc. Payment for the water for construction may be required in advance at the scheduled rates. The service lateral must be installed into the building before water can be used. No connection with the service lateral at the curb shall be made without special permission from the water utility. In no case will any employee of the water utility turn on water for construction work unless the contractor has obtained permission from the water utility.

Customers shall not allow contractors, masons, or other persons to take unmetered water from their premises without permission from the water utility. Any customer failing to comply with this provision may have water service discontinued and will be responsible for the cost of the estimated volume of water used.

EFFECTIVE: April 17, 2017
PSCW AUTHORIZATION: 3550-TW-100

RATE FILE

Sheet No. 3 of 10

Public Service Commission of Wisconsin

Schedule No. X-1

Amendment No. 23

Fox Crossing Utilities

Water Utility Operating Rules

Use of Hydrants

In cases where no other supply is available, permission may be granted by the water utility to use a hydrant. No hydrant shall be used until the proper meter and valve are installed. In no case shall any valve be installed or moved except by an employee of the water utility.

Before a valve is set, payment must be made for its setting and for the water to be used at the scheduled rates. Where applicable, see Schedule BW-1 for deposits and charges. Upon completing the use of the hydrant, the customer must notify the water utility to that effect.

Operation of Valves and Hydrants and Unauthorized Use of Water - Penalty

Any person who shall, without authority of the water utility, allow contractors, masons, or other unauthorized persons to take water from their premises, operate any valve connected with the street or supply mains, or open any fire hydrant connected with the distribution system, except for the purpose of extinguishing fire, or who shall wantonly damage or impair the same, shall be subject to a fine as provided by municipal ordinance. Utility permission for the use of hydrants applies only to such hydrants that are designated for the specific use.

Refunds of Monetary Deposits

All money deposited as security for payment of charges arising from the use of temporary water service on a metered basis, or for the return of a hydrant valve and fixtures if the water is used on an unmetered basis, will be refunded to the depositor on the termination of the use of water, the payment of all charges levied against the depositor, and the return of the water utility's equipment.

Service Laterals

No water service lateral shall be laid through any trench having cinders, rubbish, rock or gravel fill, or any other material which may cause injury to or disintegration of the service lateral, unless adequate means of protection are provided by sand filling or such other insulation as may be approved by the water utility. Service laterals passing through curb or retaining walls shall be adequately safeguarded by provision of a channel space or pipe casing not less than twice the diameter of the service connection. The space between the service lateral and the channel or pipe casing shall be filled and lightly caulked with an oakum, mastic cement, or other resilient material and made impervious to moisture.

In backfilling the pipe trench, the service lateral must be protected against injury by carefully hand tamping the ground filling around the pipe. There should be at least 6 inches of ground filling over the pipe, and it should be free from hard lumps, rocks, stones, or other injurious material.

EFFECTIVE: April 17, 2017
PSCW AUTHORIZATION: 3550-TW-100

RATE FILE

Sheet No. 4 of 10

Public Service Commission of Wisconsin

Schedule No. X-1

Amendment No. 23

Fox Crossing Utilities

Water Utility Operating Rules

Service Laterals (continued)

All water service laterals shall be of undiminished size from the street main into the point of meter placement. Beyond the meter outlet valve, the piping shall be sized and proportioned to provide, on all floors, at all times, an equitable distribution of the water supply for the greatest probable number of fixtures or appliances operating simultaneously.

Replacement and Repair of Service Laterals

The service lateral from the main to and through the curb stop will be maintained and kept in repair and, when worn out, replaced at the expense of the water utility. The property owner shall maintain the service lateral from the curb stop to the point of use.

If an owner fails to repair a leaking or broken service lateral from the curb to the point of metering or use within such time as may appear reasonable to the water utility after notification has been served on the owner by the water utility, the water will be shut off and will not be turned on again until the repairs have been completed.

Abandonment of Service

If a property owner changes the use of a property currently receiving water service such that water service will no longer be needed in the future, the water utility may require the abandonment of the water service at the water main. In such case, the property owner may be responsible for all removal and/or repair costs, including the water main and the utility portion of the water service lateral.

Charges for Water Wasted Due to Leaks

See Wis. Admin. Code § PSC 185.35.

Thawing Frozen Service Laterals

See Wis. Admin. Code § PSC 185.88.

Curb Stop Boxes

The curb stop box is the property of the water utility. The water utility is responsible for its repair and maintenance. This includes maintaining, through adjustment, the curb stop box at an appropriate grade level where no direct action by the property owner or occupant has contributed to an elevation problem. The property owner is responsible for protecting the curb stop box from situations that could obstruct access to it or unduly expose it to harm. The water utility shall not be liable for failure to locate the curb stop box and shut off the water in case of a leak on the owner's premises.

EFFECTIVE: April 17, 2017
PSCW AUTHORIZATION: 3550-TW-100

RATE FILE

Sheet No. 5 of 10

Schedule No. X-1

Amendment No. 23

Public Service Commission of Wisconsin

Fox Crossing Utilities

Water Utility Operating Rules

Installation of Meters

Meters will be owned, furnished, and installed by the water utility or a utility-approved contractor and are not to be disconnected or tampered with by the customer. All meters shall be so located that they shall be protected from obstructions and permit ready access for reading, inspection, and servicing, such location to be designated or approved by the water utility. All piping within the building must be supplied by the owner. Where additional meters are desired by the owner, the owner shall pay for all piping. Where applicable, see Schedule Am-1 for rates.

Repairs to Meters

Meters will be repaired by the water utility, and the cost of such repairs caused by ordinary wear and tear will be borne by the water utility.

Repair of any damage to a meter resulting from the carelessness of the owner of the premises, owner's agent, or tenant, or from the negligence of any one of them to properly secure and protect same, including any damage that may result from allowing a water meter to become frozen or to be damaged from the presence of hot water or steam in the meter, shall be paid for by the customer or the owner of the premises.

Service Piping for Meter Settings

Where the original service piping is installed for a new metered customer, where existing service piping is changed for the customer's convenience, or where a new meter is installed for an existing unmetered customer, the owner of the premises at his/her expense shall provide a suitable location and the proper connections for the meter. The meter setting and associated plumbing shall comply with the water utility's standards. The water utility should be consulted as to the type and size of the meter setting.

Turning on Water

The water may only be turned on for a customer by an authorized employee of the water utility. Plumbers may turn the water on to test their work, but upon completion must leave the water turned off.

Sprinkling Restrictions and Emergency Water Conditions

Where the municipality has a policy regarding sprinkling restrictions and/or emergency water conditions, failure to comply with such may result in disconnection of service.

See Wis. Admin. Code § PSC 185.37.

EFFECTIVE: April 17, 2017
PSCW AUTHORIZATION: 3550-TW-100

RATE FILE

Sheet No. 6 of 10

Schedule No. X-1

Public Service Commission of Wisconsin

Amendment No. 23

Fox Crossing Utilities

Water Utility Operating Rules

Failure to Read Meters

Where the water utility is unable to read a meter, the fact will be plainly indicated on the bill, and either an estimated bill will be computed or the minimum charge applied. The difference shall be adjusted when the meter is again read, that is, the bill for the succeeding billing period will be computed with the gallons or cubic feet in each block of the rate schedule doubled, and credit will be given on that bill for the amount of the bill paid the preceding period. Only in unusual cases shall more than three consecutive estimated or minimum bills be rendered.

If the meter is damaged (see Surreptitious Use of Water) or fails to operate, the bill will be based on the average use during the past year, unless there is some reason why the use is not normal. If the average use cannot be properly determined, the bill will be estimated by some equitable method.

See Wis. Admin. Code § PSC 185.33.

Complaint Meter Tests

See Wis. Admin. Code § PSC 185.77.

Inspection of Premises

During reasonable hours, any officer or authorized employee of the water utility shall have the right of access to the premises supplied with service for the purpose of inspection or for the enforcement of the water utility's rules and regulations. Whenever appropriate, the water utility will make a systematic inspection of all unmetered water taps for the purpose of checking waste and unnecessary use of water.

See Wis. Stat. § 196.171.

Vacation of Premises

When premises are to be vacated, the water utility shall be notified, in writing, at once, so that it may remove the meter and shut off the water supply at the curb stop. The owner of the premises shall be liable for prosecution for any damage to the water utility's property. See "Abandonment of Service" in Schedule X-1 for further information.

Deposits for Residential Service

See Wis. Admin. Code § PSC 185.36.

EFFECTIVE: April 17, 2017
PSCW AUTHORIZATION: 3550-TW-100

RATE FILE

Sheet No. 7 of 10

Schedule No. X-1

Public Service Commission of Wisconsin

Amendment No. 23

Fox Crossing Utilities

Water Utility Operating Rules

Deposits for Nonresidential Service

See Wis. Admin. Code § PSC 185.361.

Deferred Payment Agreement

See Wis. Admin. Code § PSC 185.38.

Dispute Procedures

See Wis. Admin. Code § PSC 185.39.

Disconnection and Refusal of Service

See Wis. Admin. Code § PSC 185.37.

The following is an example of a disconnection notice that the utility may use to provide the required notice to customers.

DISCONNECTION NOTICE

Dear Customer:

The bill enclosed with this notice includes your current charge for water utility service and your previous unpaid balance.

You have 10 days to pay the water utility service arrears or your service is subject to disconnection.

If you fail to pay the service arrears or fail to contact us within the 10 days allowed to make reasonable deferred payment arrangement or other suitable arrangement, we will proceed with disconnection action.

To avoid the inconvenience of service interruption and an additional charge of (amount) for reconnection, we urge you to pay the full arrears IMMEDIATELY AT ONE OF OUR OFFICES.

If you have entered into a Deferred Payment Agreement with us and have failed to make the deferred payments you agreed to, your service will be subject to disconnection unless you pay the entire amount due within 10 days.

If you have a reason for delaying the payment, call us and explain the situation.

EFFECTIVE: April 17, 2017
PSCW AUTHORIZATION: 3550-TW-100

RATE FILE

Sheet No. 8 of 10

Public Service Commission of Wisconsin

Schedule No. X-1

Amendment No. 23

Fox Crossing Utilities

Water Utility Operating Rules

Disconnection and Refusal of Service (continued)

DISCONNECTION NOTICE (continued)

PLEASE CALL THIS TELEPHONE NUMBER, (telephone number), IMMEDIATELY IF:

1. You dispute the notice of delinquent account.
2. You have a question about your water utility service arrears.
3. You are unable to pay the full amount of the bill and are willing to enter into a deferred payment agreement with us.
4. There are any circumstances you think should be taken into consideration before service is discontinued.
5. Any resident is seriously ill.

Illness Provision: If there is an existing medical emergency in your home and you furnish the water utility with a statement signed by either a licensed Wisconsin physician or a public health official, we will delay disconnection of service up to 21 days. The statement must identify the medical emergency and specify the period of time during which disconnection will aggravate the existing emergency.

Deferred Payment Agreements: If you are a residential customer and, for some reason, you are unable to pay the full amount of the water utility service arrears on your bill, you may contact the water utility to discuss arrangements to pay the arrears over an extended period of time.

This time payment agreement will require:

1. Payment of a reasonable amount at the time the agreement is made.
2. Payment of the remainder of the outstanding balance in monthly installments over a reasonable length of time.
3. Payment of all future water utility service bills in full by the due date.

In any situation where you are unable to resolve billing disputes or disputes about the grounds for proposed disconnection through contacts with our water utility, you may make an appeal to the Public Service Commission of Wisconsin by calling (800) 225-7729.

(WATER UTILITY NAME)

EFFECTIVE: April 17, 2017
PSCW AUTHORIZATION: 3550-TW-100

Fox Crossing Utilities

Water Utility Operating Rules

Collection of Overdue Bills

An amount owed by the customer may be levied as a tax as provided in Wis. Stat. § 66.0809.

Surreptitious Use of Water

When the water utility has reasonable evidence that a person is obtaining water, in whole or in part, by means of devices or methods used to stop or interfere with the proper metering of the water utility service being delivered, the water utility reserves the right to estimate and present immediately a bill for unmetered service as a result of such interference, and such bill shall be payable subject to a 24-hour disconnection of service. If the water utility disconnects the service for any such reason, the water utility will reconnect the service upon the following conditions:

- A. The customer will be required to deposit with the water utility an amount sufficient to guarantee the payment of the bills for water utility service.
- B. The customer will be required to pay the water utility for any and all damages to water utility equipment resulting from such interference with the metering.
- C. The customer must further agree to comply with reasonable requirements to protect the water utility against further losses.

See Wis. Stat. §§ 98.26 and 943.20.

Repairs to Mains

The water utility reserves the right to shut off the water supply in the mains temporarily to make repairs, alterations, or additions to the plant or system. When the circumstances will permit, the water utility will give notification, by newspaper publication or otherwise, of the discontinuance of the water supply. No credit will be allowed to customers for such temporary suspension of the water supply.

See Wis. Admin. Code § PSC 185.87.

Duty of Water Utility with Respect to Safety of the Public

It shall be the duty of the water utility to see that all open ditches for water mains, hydrants, and service laterals are properly guarded to prevent accident to any person or vehicle, and at night there shall be displayed proper signal lighting to insure the safety of the public.

EFFECTIVE: April 17, 2017
PSCW AUTHORIZATION: 3550-TW-100

Fox Crossing Utilities

Water Utility Operating Rules

Handling Water Mains and Service Laterals in Excavation Trenches

Contractors must call Digger's Hotline and ensure a location is done to establish the existence and location of all water mains and service laterals as provided in Wis. Stat. § 182.0175. Where water mains or service laterals have been removed, cut, or damaged during trench excavation, the contractors must, at their own expense, cause them to be replaced or repaired at once. Contractors must not shut off the water service laterals to any customer for a period exceeding 6 hours.

Protective Devices

- A. Protective Devices in General: The owner or occupant of every premise receiving water supply shall apply and maintain suitable means of protection of the premise supply and all appliances against damage arising in any manner from the use of the water supply, variation of water pressure, or any interruption of water supply. Particularly, such owner or occupant must protect water-cooled compressors for refrigeration systems by means of high and/or low pressure safety cutout devices. There shall likewise be provided means for the prevention of the transmission of water ram or noise of operation of any valve or appliance through the piping of their own or adjacent premises.
- B. Relief Valves: On all "closed systems" (i.e., systems having a check valve, pressure regulator, reducing valve, water filter, or softener), an effective pressure relief valve shall be installed at or near the top of the hot water tank or at the hot water distribution pipe connection to the tank. No stop valve shall be placed between the hot water tank and the relief valve or on the drain pipe. See applicable plumbing codes.
- C. Air Chambers: An air chamber or approved shock absorber shall be installed at the terminus of each riser, fixture branch, or hydraulic elevator main for the prevention of undue water hammer. The air chamber shall be sized in conformance with local plumbing codes. Where possible, the air chamber should be provided at its base with a valve for water drainage and replenishment of air.

Cross-Connections

Every person owning or occupying a premise receiving municipal water supply shall maintain such municipal water supply free from any connection, either of a direct or of an indirect nature, with a water supply from a foreign source or of any manner of connection with any fixture or appliance whereby water from a foreign supply or the waste from any fixture, appliance, or waste or soil pipe may flow or be siphoned or pumped into the piping of the municipal water system.

See Wis. Admin. Code § NR 811.09.

EFFECTIVE: April 17, 2017
 PSCW AUTHORIZATION: 3550-TW-100

RATE FILE

Sheet No. 1 of 1

Public Service Commission of Wisconsin

Schedule No. X-2

Amendment No. 23

Fox Crossing Utilities

Water Main Extension Rule

Water mains will be extended for new customers on the following basis:

- A. Where the cost of the extension is to immediately be collected through assessment by the municipality against the abutting property, the procedure set forth under Wis. Stat. § 66.0703 will apply, and no additional customer contribution to the utility will be required.
- B. Where the municipality is unwilling or unable to make a special assessment, the extension will be made on a customer-financed basis as follows:
 - 1. The applicant(s) will advance as a contribution in aid of construction the total amount equivalent to that which would have been assessed for all property under A.
 - 2. Part of the contribution required in B. 1. will be refundable. When additional customers are connected to the extended main within 10 years of the date of completion, contributions in aid of construction will be collected equal to the amount which would have been assessed under A. for the abutting property being served. This amount will be refunded to the original contributor(s). In no case will the contributions received from additional customers exceed the proportionate amount which would have been required under A., nor will it exceed the total assessable cost of the original extension.
- C. When a customer connects to a transmission main or connecting loop installed at utility expense within 10 years of the date of completion, there will be a contribution required of an amount equivalent to that which would have been assessed under A.

EFFECTIVE: April 17, 2017
PSCW AUTHORIZATION: 3550-TW-100

RATE FILE

Sheet No. 1 of 1

Schedule No. X-3

Public Service Commission of Wisconsin

Amendment No. 23

Fox Crossing Utilities

Water Main Installations in Platted Subdivisions

Application for installation of water mains in regularly platted real estate development subdivisions shall be filed with the utility.

If the developer, or a contractor employed by the developer, is to install the water mains (with the approval of the utility), the developer shall be responsible for the total cost of construction.

If the utility or its contractor is to install the water mains, the developer shall be required to advance to the utility, prior to the beginning of the construction, the total estimated cost of the extension. If the final costs exceed estimated costs, an additional billing will be made for the balance of the cost due. This balance is to be paid within 30 days. If final costs are less than estimated, a refund of the overpayment will be made by the water utility.

EFFECTIVE: April 17, 2017
PSCW AUTHORIZATION: 3550-TW-100

Exhibit C

Existing Permitted Wells

Parcel Number	Owner	Address City Zip
1 006-0326-01	Steven Edward Rusch	9207 Clayton Ave Neenah 54956
2 006-0329-01	Keith/Lynn Foegen	9147 Clayton Ave Neenah 54956
3 006-0330-01	Adam Boutwell	9189 Clayton Ave Neenah 54956
4 006-0340-01	Donald/Julie Judnic	9075 Clayton Ave Neenah 54956
5 006-0340-02	Kim Maurer	9045 Clayton Ave Neenah 54956
6 006-0346-03	George/Johanna Heider	8909 Clayton Ave Neenah 54956
7 006-0346-04	James/Lucy Krasin	8935 Clayton Ave Neenah 54956
8 006-0346-05	Paul/Linda Niemi	8923 Clayton Ave Neenah 54956
9 006-0347	Keith Orcutt/Linda Galow	8951 Clayton Ave Neenah 54956
10 006-0348-01	Town of Clayton	8879 Clayton Ave Neenah 54956
11 006-0348-02	Brad A Swiontek	8869 Clayton Ave Neenah 54956
12 006-0348-07	James/Terry Calder	8825 Clayton Ave Neenah 54956
13 006-0350-01	Jeffrey/Tori Straw	8795 Clayton Ave Neenah 54956
14 006-0351-02	Karen Thorne	8759 Clayton Ave Neenah 54956
15 006-0363-01	Richard/Christine Knapinski	8605 Clayton Ave Neenah 54956
16 006-0363-02	Douglas Malliet	8635 Clayton Ave Neenah 54956
17 006-0363-03	Jerome Eid	8611 Clayton Ave Neenah 54956
18 006-0363-04	Dallas Cross	8657 Clayton Ave Neenah 54956
19 006-0363-05	Thomas/Wendy Kiesow	8673 Clayton Ave Neenah 54956
20 006-0363-06	Carmen/Nicole Granato	8649 Clayton Ave Neenah 54956
21 006-0370-05	Carl/Nancy Knox	8527 Clayton Ave Neenah 54956
22 006-0616	Jane Van de Hey-Waddington	8497 Clayton Ave Neenah 54956
23 006-0630-01	Kenneth/Terri Gruetzmacher	8249 Clayton Ave Neenah 54956
24 006-0636-01	Ronald/Bonnie Muthig	8197 Clayton Ave Neenah 54956
25 006-0338-02	Marvin/Joyce Meyer	2828 Fairview Rd Neenah 54956
26 006-0338-03	David/Robin Hamilton	2842 Fairview Rd Neenah 54956
27 006-0338-04	Larry/LeAnn Williams	2818 Fairview Rd Neenah 54956
28 006-0338-06	Thomas/Sandra Eckstein	2878 Fairview Rd Neenah 54956
29 006-0339-02	John/Constance Podolski	2692 Fairview Rd Neenah 54956
30 006-0339-02-01	Virginia Walotka	2722 Fairview Rd Neenah 54956
31 006-0339-03	Kyle Cada/Monica Wilczopolski	2772 Fairview Rd Neenah 54956
32 006-0339-03-01	Randy Marquardt	2784 Fairview Rd Neenah 54956
33 006-0339-04	Brian/Victoria Phillips	2750 Fairview Rd Neenah 54956
34 006-0344-01	Justin Seidl	2606 Fairview Rd Neenah 54956
35 006-0344-02	Jon VanMarter	2612 Fairview Rd Neenah 54956
36 006-0344-03	Daneal Silvers/Andrea Spampinato	2620 Fairview Rd Neenah 54956
37 006-0344-04	Patrick/Susan McGinnis	2636 Fairview Rd Neenah 54956
38 006-0344-06	Michael Flunker/Tiffany Mascali	2632 Fairview Rd Neenah 54956
39 006-0345-01	Kevin/Lynnnann Gast	2672 Fairview Rd Neenah 54956
40 006-0345-02	Michael Cotter	2662 Fairview Rd Neenah 54956
41 006-0345-03	Michael Schroeder	2684 Fairview Rd Neenah 54956

42 006-0346	Guenter Ruebekeil	2528 Fairview Rd Neenah 54956
43 006-0346-01	Judy Wittmann	2584 Fairview Rd Neenah 54956
44 006-0346-02	Randall/Melanie Dumke	2594 Fairview Rd Neenah 54956
45 006-0346-06	Willard Shepard	2570 Fairview Rd Neenah 54956
46 006-0346-08	Brian/Kathy Blumenberg	2554 Fairview Rd Neenah 54956
47 006-0346-09	Richard/Jean Tesch	2536 Fairview Rd Neenah 54956
48 006-0348-03	Joseph/Brenda Wilz	2565 Fairview Rd Neenah 54956
49 006-0348-05	Pershing/Lynette Cox	2565 Fairview Rd Neenah 54956
50 006-0348-06	Gary/Kathleen Reader	2543 Fairview Rd Neenah 54956
51 006-0348-08	Rod/Gail Evers	2535 Fairview Rd Neenah 54956
52 006-0349	Jennifer Olson	2687 Fairview Rd Neenah 54956
53 006-0349-01	Jeffrey/Jessica Hardell	2673 Fairview Rd Neenah 54956
54 006-0349-01-02	Jim/Holly Polfuss	2651 Fairview Rd Neenah 54956
55 006-0349-02	Gregory Enerson	2603 Fairview Rd Neenah 54956
56 006-0349-02-01	Richard/Sandra Custer	2645 Fairview Rd Neenah 54956
57 006-0349-03	Jennifer Olson/Jacqueline Maynard	2685 Fairview Rd Neenah 54956
58 006-0352-02	Alan/Deborah Manteufel	2761 Fairview Rd Neenah 54956
59 006-0352-03	Mary Jane Volkman	2775 Fairview Rd Neenah 54956
60 006-0352-04	Max Rasmussen	2789 Fairview Rd Neenah 54956
61 006-0372	Karen Borchert Rev Tst	2915 Fairview Rd Neenah 54956
62 006-0373-01	Lynn/Cindy Stacker	3065 Fairview Rd Neenah 54956
63 006-0378-01	Paul Heider	3209 Fairview Rd Neenah 54956
64 006-0362-01-03	VH Enterprises	2716 County Rd II Neenah 54956
65 006-0362-03	VHE II-1 LLC	2704 County Rd II Neenah 54956
66 006-0369-02	VHE II-1 LLC	2678 County Rd II Neenah 54956
67 006-0369-03	VHE II-1 LLC	2670 County Rd II Neenah 54956
68 006-0369-04	VHE II-1 LLC	2686 County Rd II Neenah 54956
69 006-0369-05	Irvin/Barbara Allen	2692 County Rd II Neenah 54956
70 006-0615	James/Bonnie Salm	2535 County Rd II Neenah 54956
71 006-0617	John F Farrell Rev Tst	2689 County Rd II Neenah 54956
72 006-0620-01	Aaron Klockzein	2757 County Rd II Neenah 54956
73 006-0620-02	Luke/Patricia St Pierre	2715 County Rd II Neenah 54956
74 006-0634-01	Hugh/Mary Jane Davies	2604 Larsen Rd Neenah 54956
75 006-0638-04	Barbara Bombinski	2595 Larsen Rd Neenah 54956
76 006-0638-03	Jeremy/Amanda Dassler	2615 Larsen Rd Neenah 54956



Town of Clayton

Exhibit C Boundary Adjustment



EXHIBIT C

Boundary Adjustment Area (in red) and Annexable Area (in orange)

