AGREEMENT BETWEEN THE CITY OF MILWAUKEE AND THE CITY OF WAUKESHA FOR THE PURCHASE OF WATER AT WHOLESALE

This Agreement is made as of the 20th day of December, 2017 ("Effective Date") pursuant to Wis. Stat. § 66.0301 by and between the City of Milwaukee, operating as a water public utility ("Milwaukee") and the City of Waukesha, operating as a water public utility ("Waukesha").

Whereas, Waukesha desires to purchase water from Milwaukee at wholesale; and

Whereas, Milwaukee wishes to provide adequate water supply to Waukesha at rates approved by the Public Service Commission of Wisconsin ("Commission"); and

Whereas, in the absence of a contract, under current law, Milwaukee has a right to establish the terms and conditions of service through the filing of rates with the Commission; and

Whereas, Milwaukee has facilities to ensure that Waukesha and other wholesale customers receive an adequate supply of water and continues to incur the obligation to maintain those facilities; and

Whereas, Milwaukee must be assured that purchasers of large quantities of water will continue to obtain their supply from Milwaukee so that it may prudently plan the expansion of its facilities and that the facilities when constructed will not be rendered either functionless or partially functionless; and

Whereas, Waukesha desires to be assured that Milwaukee continues to have the facilities necessary to provide Waukesha with adequate water service and a supply of water; and

Whereas, in a Final Decision dated June 21, 2016 ("Final Decision"), the Great Lakes-St. Lawrence River Basin Water Resources Council ("Compact Council") approved Waukesha's application for an exception to allow a diversion of Great Lakes water from Lake Michigan, subject to conditions contained in the Final Decision; and

Whereas, the Final Decision established and defined the "Approved Diversion Area" permitted to be served with water from Lake Michigan;

Now therefore, in consideration of the mutual covenants hereinafter expressed, it is agreed as follows:

I. DEFINITIONS

A. Adequate Water Service – Except as otherwise provided in section III.B. of this Agreement, uninterrupted service of Standard Quality Water as set forth in Table 1:

Table 1: Adequate Water Service

Connection	Elevation (NAVD) (Center of Intersection)	Minimum Hydraulic Grade (NAVD)	Annual Average Day Demand (MGD)	Maximum Day Demand (MGD)
In the vicinity of S. 84th St. at W. Cold Spring Rd.	805	1,095	8.2	13.6

1. Refer to Section III of this Agreement for Water Supply Pumping Operations.

B. Annual Average Day Demand - The total volume of water delivered to the Waukesha system over a year divided by 365 days. The average use in a single day expressed in gallons per day.

C. Maximum Day Demand - The largest volume of water delivered to the system in a single day expressed in gallons per day. The water supply, treatment plant and transmission lines should be designed to handle the maximum day demand.

D. Master Meter – The meter at the metering location downstream of the Milwaukee Control Valve where the water is being measured for sale from Milwaukee to Waukesha.

E. Milwaukee Control Valve – The valve located on the Milwaukee transmission main immediately upstream of the Master Meter's setting or if meter bypass piping is installed, upstream of the meter bypass piping. The Milwaukee Control Valve is depicted on Exhibit B.

F. Projected Annual Volume – A projected volume in gallons per year that Waukesha anticipates being delivered to their system from Milwaukee. This volume will be utilized for planning purposes by both parties.

G. Meter Structure – The structure that houses the Master Meter.

H. Ccf – 100 cubic feet of water (748 gallons)

I. Commission – Public Service Commission of Wisconsin

J. Volume Charge – Charge for water on a quantity basis.

K. Emergency – An event beyond the reasonable control of Milwaukee and without the fault or negligence of Milwaukee, which prevents Milwaukee from delivering water to Waukesha. An Emergency includes, but is not limited to, acts of God (such as, but not limited to, fires, explosions,

earthquakes, tornadoes, floods, and extreme cold weather events); labor disputes and disturbances; riots; acts of terrorism; and war, rebellion, revolution, or insurrection, or military or usurped power, or civil war.

L. Service Area – Area to be served with water. The Service Area is delineated in the map attached as Exhibit A and is identical to the Approved Diversion Area.

M. Standard Quality Water - Water that meets the standards of federal and state agencies having authority to establish water quality standards that uniformly apply to Milwaukee and its customers and as those standards may be amended from time to time.

N. Connection - The physical point, to be located in the vicinity of S. 84th Street and W. Cold Spring Road, at which the Milwaukee Control Valve meets the Waukesha transmission main.

O. Two-Step Rate Methodology – The cost of service methodology employed in developing wholesale water service rates that first allocates costs between retail customers and wholesale customers, and then allocates retail costs among retail customer classes and wholesale costs among individual wholesale customers.

P. Milwaukee Water Works (MWW) – Milwaukee Water Works.

Q. Commencement of Service – The date upon which Waukesha begins receiving water from Milwaukee. Commencement of Service is anticipated to occur in 2022.

R. Point of Pressure Measurement – The pressure sensor located in the vicinity of the Connection on the transmission pipe downstream of the Milwaukee Control Valve and upstream of the Master Meter.

S. Filling Schedule – The schedule that Milwaukee shall establish in consultation with Waukesha for Milwaukee to fill Waukesha's storage facility.

II. WATER SUPPLY INFRASTRUCTURE

A. Milwaukee Facilities

1. Milwaukee shall design, construct, own, operate, and maintain a water supply pumping station ("pumping station") in the vicinity of S. 60th Street between W. Howard Avenue and W. Cold Spring Road to supply Adequate Water Service to the Service Area. Milwaukee shall consult with Waukesha on the plans for the design, construction, and operation of the pumping station.

2. Milwaukee shall design, construct, own, operate, and maintain the transmission main from the vicinity of S. 60th Street between W. Howard Avenue and W. Cold Spring Road to the Control Valve located at the Connection upstream of the Master Meter. The Control Valve shall be the property of Milwaukee. Milwaukee shall consult with Waukesha on the plans for the transmission main.

3. In performing the work described in sec. II. A., Milwaukee shall use reasonable efforts to meet the schedule for bidding and construction established by Waukesha.

4. Milwaukee reserves the right to use the pumping station and transmission main referenced in sec. II. A. for purposes other than supplying water to Waukesha provided that such use shall not interfere with Milwaukee's provision of Adequate Water Service to Waukesha.

5. Meter Facilities.

   a. Metering Requirement. All water furnished by Milwaukee to Waukesha shall be measured by the Master Meter.

   b. Meter Structure. The Master Meter shall be housed in either the pumping station or a Meter Structure downstream of the Connection. Final location of the Master Meter will be as determined by the Superintendent and the General Manager. Except as described in sec. II.A.5.d, Waukesha shall design, construct, own, operate, and maintain the Meter Structure and associated appurtenances.

   c. Waukesha Maintenance Responsibilities. Waukesha shall be responsible for maintaining at the Connection any and all appurtenances as may be designated as Waukesha's responsibility in Exhibit B. Should Waukesha fail to maintain the appurtenances shown in Exhibit B, Milwaukee may take reasonable steps to maintain the appurtenances and charge the reasonable cost of doing so to Waukesha. Prior to Milwaukee taking action to maintain the appurtenances, Milwaukee shall give Waukesha forty days written notice to complete the required maintenance. Notice to Waukesha shall not be required if, in Milwaukee's determination, there exists an emergency condition affecting the operation of the water system or if the health, safety and welfare of the general public may be jeopardized.

   d. Master Meter. Milwaukee and Waukesha will collaborate on the type and size of the Master Meter that will reliably and effectively meter water provided to Waukesha. Waukesha shall purchase and install the Master Meter. Milwaukee shall own, operate and maintain the Master Meter pursuant to the provisions of Sec. II.D. of this Agreement.

6. New Facilities. All newly installed Milwaukee facilities shall be installed in a facility that is separate and upstream of the Connection.

B. Waukesha Facilities

1. Waukesha Transmission Main. Waukesha shall design, construct, own, operate, and maintain the transmission main downstream of the outlet side of the control valve located at the Connection as shown in Exhibit B. Alternatively, if the Master Meter is located in the pumping station, the Waukesha transmission main shall start at the Connection.

2. Waukesha shall pay all costs, charges, fees, and all expenses incidental to construction, maintenance, and operation of its own water distribution system located within the Service Area.

3. Waukesha shall notify Milwaukee of all plans and specifications for metering stations, storage facilities, and other major improvements to the Waukesha distribution system that have the potential to result in increased demands above the Adequate Water Service prior to the time contracts are awarded or materials purchased, to determine whether the improvements would require capital expenditures by Milwaukee and whether cost-sharing for Milwaukee's improvements is appropriate. In such case, the parties will mutually agree on cost-sharing for Milwaukee's improvements or will abide by a decision of the Commission as to cost-sharing. Technical issues will be resolved by the Superintendent and the General Manager.

C. Design and Construction Cooperation. Milwaukee and Waukesha, through the Superintendent and the General Manager, or their designees, agree to confer on an ongoing basis to facilitate the cooperative working relationship between Milwaukee and Waukesha for the design and construction and on-going operations of the water supply pumping station, pipeline and Meter Structure for transmission from Milwaukee to Waukesha.

1. Design. The parties shall have the opportunity to review and provide timely feedback on the construction plans for the water supply infrastructure described in Sec. II.

2. Use of Rights-of-Way. Waukesha shall obtain all necessary permits for construction in rights-of-way. Milwaukee agrees to assist Waukesha to obtain permission to use streets, highways, alleys, and/or easements in the local governmental units within Milwaukee's water service area to the extent consistent with Milwaukee's existing wholesale and retail water service agreements. Waukesha shall give Milwaukee notice of any construction work in Milwaukee's jurisdiction. Waukesha shall comply with any of Milwaukee's ordinances that apply to the construction. Milwaukee shall inform Waukesha of the applicable ordinances within Milwaukee's jurisdiction. Milwaukee and Waukesha shall meet to review

the construction and its impact on their respective operations. Waukesha shall restore all existing structures and/or improvements laying in the right-of-way of construction to as good a condition as before the construction took place.

3. Milestones. Milwaukee and Waukesha will work cooperatively to meet the design, permitting, construction and start-up milestones established by the Waukesha Water Utility or its representatives. Milwaukee and Waukesha will meet periodically, but no less than monthly to coordinate these activities.

D. Metering and Meter Structure Operations

1. Master Meter Calibration. Milwaukee shall be responsible for testing, and calibration, if required, of the Master Meter twice per year. Waukesha may request that the Master Meter be tested at any time based on a reasonable assumption of need. If the Master Meter is found to be within manufacturer's standards of accuracy, Waukesha shall be responsible for costs associated with testing beyond twice per year. If the Master Meter is found to be outside of the manufacturer's standards for accuracy, the Master Meter will immediately be recalibrated by Milwaukee. Milwaukee will then be responsible for the costs associated with testing and calibration of the Master Meter.

2. Monitoring. SCADA monitoring and metering signals from the Master Meter and Point of Pressure Measurement shall be sent to Milwaukee and Waukesha.

3. Master Meter Repair and Replacement. If Milwaukee initiates a Master Meter repair or meter replacement, Milwaukee shall pay the repair or replacement costs. If Waukesha requests a Master Meter replacement for reasons other than malfunction or disrepair, Waukesha shall pay the cost of the replacement.

4. Access. Milwaukee and Waukesha shall each have 24-hour access to the Master Meter. If the Master Meter is in a Meter Structure, the Meter Structure shall be locked and have 24-hour video surveillance.

5. Estimated Billing. If the Master Meter is not accurately recording water usage or is removed from service, Milwaukee shall bill by estimating Waukesha's usage based on the best available information including, but not limited to, pressure, duration of flow, and volume of water discharged from the pumping station. Milwaukee shall endeavor to limit the use of estimated billing to no more than 90 days.

E. Taxes and Permits

1. Neither party may tax water utility facilities owned by the other party within the taxing party's jurisdiction.

2. Each party shall grant permits at standard fees within its own boundaries that are necessary to effectuate the other party's construction, maintenance, alteration or operation with respect to service under this Agreement subject to applicable city codes, state statutes and administrative rules.

III. ADEQUATE WATER SERVICE

A. Milwaukee shall provide Adequate Water Service to Waukesha.

B. Milwaukee may place restrictions upon the use of water by Waukesha as a result of an Emergency or DNR-required maintenance activities. Any restriction so placed will be done in a manner consistent with the restrictions placed upon similarly situated customers. Milwaukee shall give Waukesha as much prior notice as is reasonably possible of any such restrictions.

C. Water Supply Pumping Operations.

1. Pressure Range. Milwaukee shall deliver water at Point of Pressure Measurement shown on Exhibit B within the following pressure range ("Pressure Range"):

Minimum pressure	128 pounds per square inch (psi)
Maximum pressure	224 psi

In the case of an emergency, where the water pressure at the Point of Pressure Measurement is more than 10% above or more than 10% below the Pressure Range, Milwaukee shall immediately implement corrective actions to supply Adequate Water Service within the Pressure Range.

If the water pressure is within 0-10% below the minimum or 0-10% above the maximum pressure more than 20% of the time as measured daily, Milwaukee and Waukesha shall meet within forty calendar days to discuss the potential reasons for the readings outside of the pressure range and, if agreed necessary, develop and implement a mutually agreeable written corrective action plan within sixty calendar days of the meeting, or as otherwise agreed. The corrective action plan shall include a timetable for resolution of the non-compliance issue(s).

2. Periodic Review. The Parties shall review annually the, Pressure Range, Filling Schedule and Projected Annual Volume.

3. Water Supply Pumping Station Operations. Milwaukee shall consult with Waukesha to develop an acceptable Filling Schedule. Milwaukee shall endeavor to fill Waukesha water storage facilities during a time period in which Milwaukee may maximize the practical usage of non-peak electric rates. Milwaukee may periodically require Waukesha to change or adjust the Filling Schedule. Nothing in this Section shall prevent Waukesha from operating its storage facility at any time.

D. Water Quality. Milwaukee warrants that all water purchased or delivered under this Agreement has been treated in accordance with and meets all applicable state and federal regulations and local standards. There are no warranties provided that extend beyond the above description.

1. Milwaukee shall provide Waukesha with notice of changes to the water treatment process or additives that would affect the pH or quality of the water with sufficient time for Waukesha to evaluate the impact to Waukesha's system.

2. Contamination. For the protection of the health of all consumers supplied with water from Milwaukee, Waukesha agrees to guard carefully against all forms of contamination. Should contamination occur, the area or areas affected shall immediately be shut off and isolated, and shall remain so until such conditions shall have been abated, and the water declared safe and fit for human consumption by the properly constituted governmental health agencies having jurisdiction of the area affected. Waukesha shall immediately notify Milwaukee, and Milwaukee shall immediately notify Waukesha, of any emergency or condition that may affect the quality of water in either Party's system.

3. Co-mingling of Water Sources. Except in case of an Emergency, or at any other time Milwaukee does not supply Adequate Water Service, Waukesha will not permit water from any other source of supply to be mixed or mingled with water from Milwaukee without prior written approval from the Milwaukee. In such cases, only water from sources other than Milwaukee shall be used and only in such quantities as shall be necessary to relieve the Emergency or until such time as Adequate Water Service is restored. Milwaukee shall accept no responsibility for co-mingling of water sources.

4. Emergency Connections. Whenever Milwaukee does not supply Adequate Water Service, Waukesha may obtain emergency water service from any other source or use water from its wells located in the Service Area, but only until such time as Adequate Water Service is restored. Waukesha shall be permitted to immediately make an emergency connection when the connection point to be used has been previously approved for emergency use by Milwaukee in writing, provided that Waukesha shall, after making the connection, promptly notify Milwaukee of such event. When Adequate Water Service has been restored, the emergency

connection must be severed as soon as practicable. Milwaukee, or its designee, must approve, in writing, the continuation of any emergency connection that is required for longer than seven calendar days. If an approved emergency connection continues for more than seven calendar days after Adequate Water Service has been restored, Waukesha must provide Milwaukee with weekly updates and a schedule for the discontinuation of the emergency connection that must be approved by Milwaukee in writing.

IV. SERVICE AREA

A. Milwaukee agrees to provide Adequate Water Service to the Service Area, which is delineated in the map attached as Exhibit A and is identical to the Approved Diversion Area, established by the Compact Council's Final Decision. Milwaukee makes no profession of service beyond the Service Area delineated in Exhibit A. The Compact Council's Final Decision also established Waukesha's annual average day demand, which is limited to 8.2 million gallons per day ("MGD"), except as otherwise set forth in sec. IV.E.

B. Waukesha shall obtain all of its water from Milwaukee for distribution in the Service Area, except as provided in sec. III.D.

C. Consistent with Condition 2.B. of the Compact Council's Final Decision and except as provided in sec. IV.E., no water purchased by Waukesha under this Agreement may be resold or exchanged by Waukesha on a wholesale or retail basis outside the Service Area without the permission of Milwaukee. This restriction does not apply to water that is incorporated into products for wholesale or retail sale by entities that are not party to this Agreement. Consistent with Condition 2.D.-E. of the Final Decision, no water purchased by Waukesha under this Agreement may allow Waukesha to sell or exchange well water or ground water on a wholesale or retail basis to any other municipality or unincorporated areas or to any properties therein.

D. Waukesha shall have the right to routinely exercise each of its wells located in the Service Area for maintenance purposes.

E. Procedure to Adjust Service Area. In the event that an adjustment of the Service Area becomes necessary, the adjustment shall be accomplished through the procedure set forth in this section.

1. The General Manager shall submit to Milwaukee's Commissioner of Public Works ("Commissioner") a report documenting the following:

   a. The proposed additional service area has been approved by the Great Lakes Compact Council;

   b. The proposed additional service area has a border agreement with Waukesha or is annexed by Waukesha; and

c. The total average day demand approved by the Compact Council does not exceed 8.5 MGD.

2. Additionally, the General Manager's report shall document that the proposed service area meets one of the following three criteria:

   a. The proposed service area is developed and has one or more private wells in the proposed service area that classify as contaminated under Wis. Stat. § 281.75(1)(b) as determined by the DNR;

   b. The proposed service area is developed and has one or more failing septic tanks and/or systems, as determined by the DNR that are within the proposed service area, and the DNR has determined that they shall be abandoned and connection be made to the municipal collection and treatment system; or

   c. The proposed service area includes developable land and does not cumulatively exceed 1,704 acres of land that can be developed.

3. Upon the Commissioner's verification of completion of paragraphs 1 and 2 and payment pursuant to the intergovernmental cooperation agreement between Milwaukee and Waukesha, the General Manager and the Commissioner shall amend this Agreement to adjust the average day demand and service area as approved by the Great Lakes Compact Council. If the adjustment involves an expansion of the Service Area, the approved diversion area shall be indicated on a map which shall then replace Exhibit A.

4. In the event that Waukesha requests an increase in its average day demand above 8.5 MGD there shall be no duty or obligation under this Agreement on the part of Milwaukee to provide water to any area other than that delineated in Exhibit A. Milwaukee reserves the option, however, of providing water service to the enlarged area of Waukesha subject to approval of the expanded diversion area by the Compact Council or, in the case of a straddling community, the DNR.

V. RATES

A. The rates or charges for service at wholesale for water supplied to Waukesha shall be determined as follows:

1. As of the Commencement of Service, the all-inclusive rate for water service shall be $1.45 per 1,000 gallons ($1.09 per Ccf) from the Connection until the Commission establishes an adjusted schedule of rates.

2. If, following Commencement of Service, the Commission adjusts Milwaukee's rates as a result of a simplified rate case under Wis. Stat. § 196.193, the all-inclusive rate stated in this Agreement will be adjusted by the same percent adjustment that applies to other wholesale customers of Milwaukee.

3. In the next conventional rate case filed by Milwaukee following the Commencement of Service, Milwaukee and Waukesha will mutually support and request that the Commission establish water rates based on a Two-Step Rate Methodology to be negotiated by Milwaukee and its wholesale customers, including Waukesha.

4. Except as expressly provided in this Agreement or the Intergovernmental Agreement executed concurrently with this Agreement, Milwaukee will not impose any other service charge, fee or charge for water service to Waukesha, other than that provided in Milwaukee's tariff approved by the Commission.

5. If during the term of this Agreement, the Commission no longer has jurisdiction over Milwaukee's water rates to wholesale customers, a rate methodology that is consistent with generally accepted rate methodologies will be applied to any subsequent rate request by Milwaukee during the term of this Agreement.

B. Waukesha shall pay to Milwaukee, in accordance with the billings of Milwaukee, the full and correct amount of such billings to be computed upon the prevailing rates and charges as provided in paragraph V.A.

C. Milwaukee shall notify Waukesha of any proposed adjustment of its water rates through a conventional rate case at least 60 days before filing.

VI. GENERAL TERMS

A. The parties agree that this Agreement is subject to the approval of the Common Councils of Milwaukee and Waukesha, and after execution by both parties, Milwaukee shall file a copy of the Agreement with the Commission. Approval of the Common Council of Milwaukee and the Common Council of Waukesha shall be evidenced by adoption of appropriate resolutions approving this Agreement. Any modifications to this Agreement must be made in writing subject to the approvals of the Common Councils of Milwaukee and Waukesha, except as provided in Section IV.E.

B. This Agreement shall be governed by, construed, and enforced under and in accordance with the laws of the State of Wisconsin.

C. This Agreement shall remain in full force and effect for an initial period of forty (40) years from and after the effective date of this Agreement and shall automatically renew for subsequent ten (10) -year periods. Any party wishing

to not renew this Agreement at the conclusion of the initial term, or any ten-year term, must submit a written notice of non-renewal at least 60 months prior to the date the Agreement would otherwise automatically renew. The party to whom a notice of non-renewal is submitted shall acknowledge receipt of the notice in writing within 30 days of the date of the notice.

D. Termination of this Agreement at any time other than renewal requires the mutual consent of both parties. A party shall give or withhold its consent in writing within 90 days of being formally requested to give its consent.

E. In the event Waukesha breaches this Agreement by termination at any time other than at the conclusion of the initial term or a renewal period pursuant to Section VI.C. without the consent of Milwaukee, Waukesha shall reimburse Milwaukee for Milwaukee's undepreciated capital costs to design and construct the pumping station and transmission main referenced in paragraphs II.A.1 and 2 and shall pay to Milwaukee compensation in an amount equal to the sum of the total revenues from the sale of water to Waukesha in the two years of highest total revenues, including volume and general service charges, as reported in Milwaukee's annual report to the Commission. These amounts shall be paid to Milwaukee within 30 days of the termination.

F. The parties agree to act in good faith and use due diligence in meeting their respective obligations under this Agreement.

G. Each party agrees to defend and hold harmless the other party from any claims or causes of action of whatever nature arising from each party's own negligence, intentional actions, or breach of the expressed warranties and covenants contained in this Agreement or any liabilities which may be incurred by each party arising from the making of this Agreement. The indemnity provisions of this Agreement shall survive its termination and shall continue in full force and effect.

H. This Agreement may be executed in counterparts, which together shall constitute a single contract.

I. If the parties are unable to resolve a dispute over the terms and conditions of this Agreement, either party may submit the disputed matter to the Commission, a circuit court of competent jurisdiction or, upon mutual agreement, to an alternative dispute resolution method.

J. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto, but neither this Agreement nor any of the rights, interest, or obligations hereunder shall be assigned by either of the parties hereto without the prior written consent of the other party. Moreover, it is not intended by the parties hereto that this Agreement in any way inures to the benefit of any third party.

K. To promote a cooperative working relationship with its wholesale customers, MWW commits to have regular communications with its wholesale customers regarding proposed capital improvements that will be included in Milwaukee's 6-year capital plan and that will likely affect the cost of service for Milwaukee's wholesale customers.

L. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested to the following addresses:

If to Waukesha:	If to Milwaukee:
General Manager	Superintendent
Waukesha Water Utility	Milwaukee Water Works
115 Delafield St.	841 N. Broadway
P.O. 1648	Room 409
Waukesha, WI 53187	Milwaukee, WI 53202

M. The parties acknowledge that the obligations of both Waukesha and Milwaukee under this Agreement are contingent on the Compact Council acknowledging that Waukesha can obtain its authorized amount of Great Lakes water from the City of Milwaukee.

N. Waukesha and Milwaukee agree that they are obligated to assist each other in retaining and producing records relating to the subject matter of this Agreement that are subject to the Public Records Law, to the extent that disclosure of records is required under Wis. Stat. § 19.36(3).

O. The failure of either party to insist on strict performance of any of the terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of any right granted under this Agreement.

P. In the event that any portion of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect the other portions of this Agreement.

Q. This Agreement, along with the Intergovernmental Agreement executed concurrently with this Agreement, constitute the entire Agreement between the parties relating to the subject matter of this Agreement. All prior understandings, agreements, correspondence and discussions of the parties are merged into and made a part of this Agreement.

IN THE PRESENCE OF:

CITY OF MILWAUKEE, operating as a Water Public Utility

[redacted]

Mayor

[redacted]

COUNTERSIGNED:

[redacted]

City Comptroller [redacted]

IN THE PRESENCE OF:

CITY OF WAUKESHA, operating as a Water Public Utility

[redacted]

[redacted]

[redacted]

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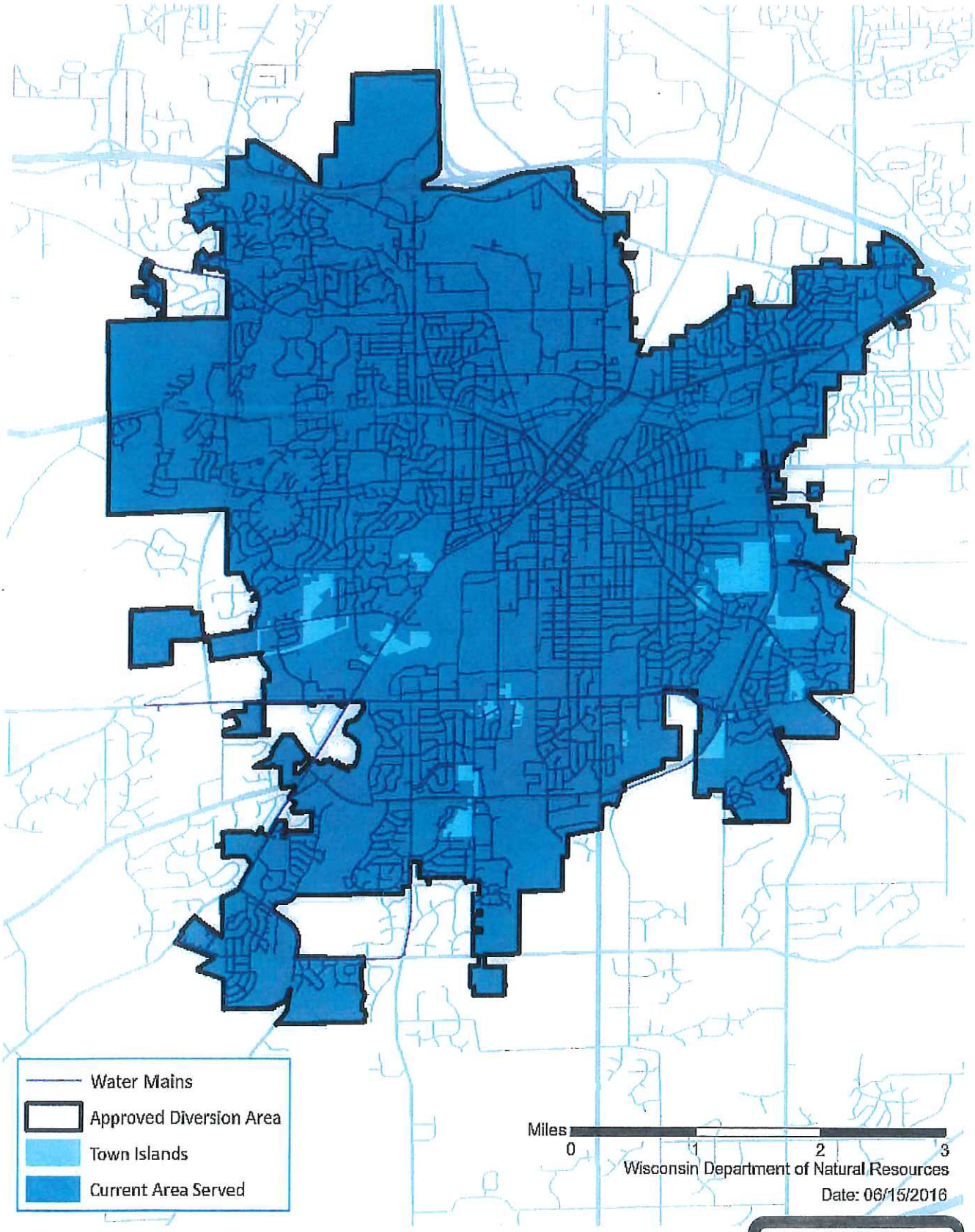
FINANCE DIRECTOR

Attachment 1: Approved Diversion Area



EXHIBIT
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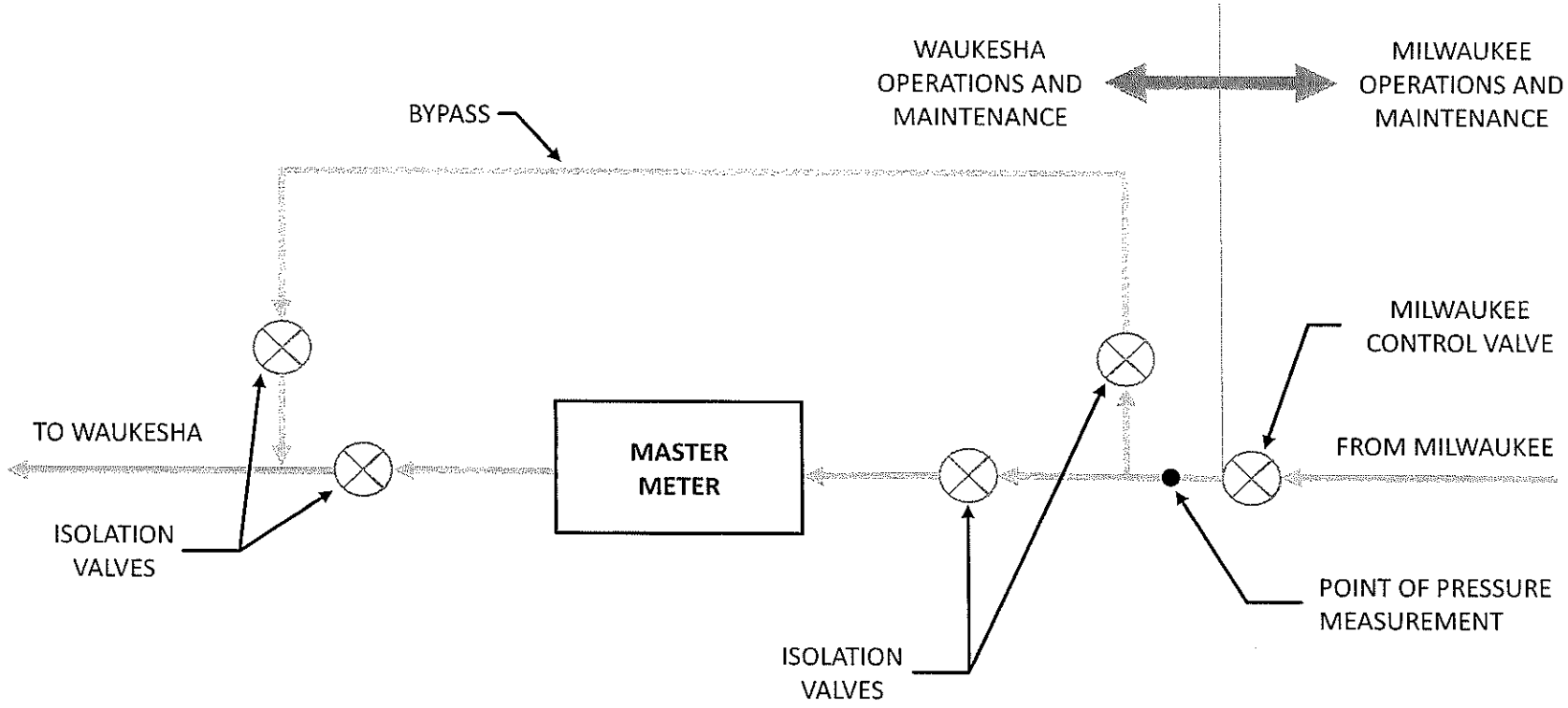

NOTES:

1. FINAL LOCATION OF MASTER METER, POINT OF PRESSURE MEASUREMENT AND MILWAUKEE CONTROL VALVE TO BE DETERMINED BY THE SUPERINTENDENT AND GENERAL MANAGER OR THEIR DESIGNEES.
2. MILWAUKEE SHALL OWN, OPERATE AND MAINTAIN THE MASTER METER.
3. THIS CONCEPTUAL LAYOUT IS FOR A MASTER METER IN A METER STRUCTURE. THE CONFIGURATION MAY CHANGE IF THE MASTER METER IS LOCATED IN THE PUMPING STATION.

EXHIBIT B