

SEWER SERVICE AGREEMENT

THIS AGREEMENT is made this 21 of July, 2023,
BY:

Saddle Ridge Estates Association, Ltd. ("SREA")
599 Saddle Ridge
Portage, WI 53901

(hereinafter called the "Administrator")

AND AMONG:

Saddle Ridge Association, Ltd. ("SRA")
Forest Condominium Association, Ltd. ("FCA")
Rusty's Saddle Ridge, LLC ("RSR")
The Saddle Ridge Corporation ("SRC")
Bella Island LLC ("BI")

(hereinafter called the "Participants")

(collectively called the "Parties")

WHEREAS:

- A. The Administrator, with the assistance of a licensed engineering firm, has constructed, maintained, and operated a sanitary sewer system consisting of sewer mains, lift stations, pumping stations and other associated appurtenances for the collection of sewage from the Parties and for the delivery of said sewage to a central lift station; and
- B. As part of the aforesaid sanitary sewer system, the Administrator, with the assistance of a licensed engineering firm, has constructed, maintained, and operated a central lift station and force main for the delivery of the collected sewage to the City of Portage; and
- C. The Administrator has entered into a Contract with the City of Portage whereby Portage has agreed to accept and treat the sewage delivered from the Administrator in exchange for the payment from the Administrator of certain fees; and
- D. The Administrator wishes to continue to provide the aforesaid sanitary sewer services to the Parties and the Parties wish to continue to receive said sanitary sewer services from the Administrator in exchange for the consideration provided herein; and

E. The Parties deem it in their mutual interests to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. **DEFINITIONS:** In this Agreement, the following definitions shall apply:

Agreement: This agreement, including the recitals and schedules hereto, as amended and supplemented from time to time.

Biochemical Oxygen Demand (BOD): The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in 5 days at 20 degrees c., expressed in milligrams per liter (mg/L). Quantitative determination of BOD shall be made in accordance with procedures set forth in the most recent edition of "Standard Methods."

Customer: A person or entity who owns property which is connected to the Sewer System.

Drain: That part of the lowest horizontal piping of a structure's drainage system that receives the discharge from waste and other drainage pipes inside the walls of the structure and conveys it to the structure's sewer lateral.

Normal Concentration: Sewage which does not exceed the following concentrations:

- (a) A 5-day 20 degree C, BOD of not more than 250 mg/L; or
- (b) A suspended solids content of not more than 250 mg/L; or
- (c) A total nitrogen content of not more than 25mg/L; or
- (d) A total phosphorus content of not more than 7mg/L.

Normal Domestic Sewage (a/k/a Normal Sewage): Sanitary sewage produced from the range of normal domestic activities, typically conducted in a single-family residence, in which BOD or suspended solids concentrations do not exceed Normal Concentrations.

Person: Any and all persons or entities, including any individual, firm, company, municipal or private corporation, association, society, institution, enterprise, partnership, limited liability company, church or other religious institution, school, government agency or other entity.

Point of Connection: The point where a private sewer lateral connects to the sewer main owned by the Administrator.

Pretreatment: An arrangement of devices and structures designed for the preliminary treatment and processing of sewage to render such sewage acceptable for admission to the Sewer System.

Private On-site Systems: All privately owned facilities for storage, pumping, treatment, and disposal of sanitary sewage, including (but not limited to) septic systems, holding tanks, mound systems, privies, privy vaults, cesspools, or other private facilities designed and/or used for the storage or treatment of Sewage.

Residential Equivalent Unit ("REU"): The average quantity of wastewater generated from a single-family residence.

Sewage: The combination of the water-carried wastes from residences and business buildings, located within the jurisdictions of the Parties, consisting of Normal Domestic Sewage and such ground, surface and storm waters as may accidentally infiltrate the system.

Septage: The contents of septic or holding tanks, dosing chambers, seepage beds, seepage pits, seepage trenches, mound systems, privies, or portable restrooms.

Sewer Lateral: A privately owned sewer pipe designed to carry sewage from a private structure (usually a home or business) to the Sewer Main.

Sewer Main: A pipe owned by the Administrator, usually located in the road right-of-way, which collects and carries sewage collected from Sewer Laterals.

Sewer Service: The services of the Administrator that are described in section 2.

Sewer System: The Administrator's Sewer System infrastructure, including (but not limited to) sewer mains, lift stations, force main and appurtenances thereto, but excluding sewer laterals and all plumbing connected thereto by a customer.

Slug: Any substance released at a discharge rate and/or concentration that causes interference to wastewater treatment processes or plugging or surcharging of the Sewer System, including (but not limited to) any discharge of water, sewage or industrial waste which in any given concentration or quantity of flow exceeds, for any period longer than 15 minutes, more than 5 times the average 24-hour concentration or flows during normal operation.

Standard Methods: The examination and analytical procedures set forth in the most recent edition of "Standard Methods for the Examination of Water, Sewage, and Industrial Wastes", published jointly by the American Public Health Association, the American Water Works Association, and the Water Pollution Control Federation.

Wastewater: The same meaning as Sewage.

Water System: A system consisting of wells, pumps, pipes, and other apparatus which transport potable water to structures primarily for human consumption and use.

2. **SEWER SERVICE PROVIDED BY ADMINISTRATOR:** During the Term of this Agreement, the Administrator will provide the following Sewer Service to the Participants:
- (a) the Administrator will own, operate, maintain, and repair the sewer mains, lift stations, and associated appurtenances (but not sewer laterals) located within the Parties' respective jurisdictions; and
 - (b) the Administrator will permit customers located within the jurisdictions of the Parties to construct a sewer lateral from the Customer's structure to the Administrator's sewer main and to connect said lateral to the sewer main; and
 - (c) the Administrator will permit each Customer to discharge normal domestic sewage, generated on the Customer's property, from the Customer's sewer lateral into the Administrator's sewer main; and
 - (d) the Administrator will collect and convey the aforesaid sewage to Portage for treatment and discharge; and
 - (e) the Administrator will establish, in consultation with the Committee as defined herein, on or before each July 1, an annual budget for the operation, maintenance, repair, and upgrade of the Sewer System. Said Budget will include, among other things, the costs imposed by Portage, maintenance, repair and upgrade costs, operating costs, engineering and planning costs, legal costs, and administrative costs. Said budget will be presented to the Participants on or before each July 15 for their review and input. The Administrator shall finalize the budget on or before each August 15 and send the final budget to all Participants. Failure to comply strictly with this timetable shall not void a budget; and
 - (f) the Administrator will establish monthly fees for each REU and each Party receiving Sewer Service. This monthly fee will be based upon the budget and will not change from October 1 to September 30, unless there is a rate change imposed by Portage or a significant emergency repair which requires, in the opinion of the Administrator, in consultation with the Committee, an interim monthly fee increase. If Portage changes its monthly rate during the year, those changes will be promptly passed on to the Parties. The Administrator will bill monthly fees to each Party based upon the number of REUs within the jurisdiction of each Party; and
 - (g) in addition to the aforesaid monthly fee, the Administrator may establish special assessments for REUs and/or Parties when, in the opinion of the Administrator, in consultation with the Committee, special circumstances require it (e.g., replacement of a sewer main; replacement of a lift pump; damage caused by a customer; or other expensive repairs or upgrades to the

Sewer System); and

- (h) the Administrator shall administer and manage the operation of the Sewer System; and
- (i) the Administrator shall retain such consultants as the Administrator, in consultation with the Committee, deems necessary and prudent to operate, manage, repair, maintain and upgrade the Sewer System effectively, safely, efficiently, and legally, and the cost thereof shall be included in the budget or in a special assessment.

3. EASEMENTS

- (a) **Grant:** The Participants hereby grant to the Administrator an easement for the design, construction, maintenance, operation, repair, and replacement of sewer mains, lift stations and associated appurtenances over, under, through and across the streets located within the jurisdiction of each Participant.
- (b) **Documentation:** The Participants shall execute and deliver to the Administrator such legal documentation as the Administrator deems necessary to legally secure and record the aforesaid easement in the Office of the Register of Deeds.

4. MANDATORY USE OF SEWER SERVICE

- (a) **Required Use:** All structures generating Sewage located within the jurisdiction of a Party shall be connected to the Sewer System, except as provided in subsection (c) below.
- (b) **Private on-site systems:** No Party shall allow or permit the construction or operation of a Private On-site System after the effective date of this Agreement, except as follows:
 - 1) A Participant and/or the owner of a structure located beyond the reach of the existing Sewer System, may petition the Administrator for approval of a Private On-site System, and such approval may be granted, in the sole discretion of the Administrator, where the extension of the Sewer System would place a financial burden upon the petitioner, the Parties, or the Sewer System. Such Private On-site System, if approved, shall meet all other state codes and local ordinances.
 - 2) A Participant and/or the owner of a structure located within the reach of the Sewer System may continue to use a Private On-site System, if the Private On-site System was constructed prior to the execution of this Agreement or was constructed pursuant to subparagraph (1) above.

Such Private On-site System must meet all other state codes and local ordinances. However, once the Private On-site System “fails,” it cannot be repaired or rebuilt or replaced with another Private On-Site System, and the structure served by the “failed” Private On-site System must be connected to the Sewer System, unless a petition for a new Private On-site System is granted.

- (c) **Non-Compliance:** All Private On-site Systems not complying with subparagraphs (a) or (b) above shall be abandoned and thereafter the property shall be connected to and serviced by the Sewer System.

5. **PROHIBITED CONNECTIONS:** The following connections to and uses of the Sewer System are prohibited, except by the express written approval of the Administrator:

- (a) **Storm Water:** No person or Party shall construct or maintain a sewer lateral or other device which discharges or causes to be discharged any storm water, surface water, groundwater, roof run off, subsurface drainage or other drainage water into the Sewer System. This prohibition includes, but is not limited to, roof-leaders, surface drains, groundwater drains, foundation footing drains, sump pumps, and any other drains which discharge into the Sewer System.
- (b) **Septage:** No person or Party shall construct or maintain any connection to the Sewer System which discharges or causes to be discharged septage from any source. No person or Party shall permit any other person or entity to discharge septage into the Sewer System through a building drain, sewer lateral, private sewer or other connection to the Sewer System which is not approved in writing by the Administrator.
- (c) **Discharge Locations:** No person or Party shall construct or maintain a private sewer or other device which permits or causes the discharge of any sewage into the Sewer System without the knowledge of the Administrator and the Party in which the device is located.
- (d) **Non-Point Generated Sewage:** No person or Party shall permit any other person or entity to discharge sewage into the Sewer System which sewage was not generated on the site where the discharge is occurring.
- (e) **Private On-site Systems:** No Private On-site Systems shall be connected to the Sewer System.

6. **PROHIBITED DISCHARGES:** No person or Party shall discharge or allow to be discharged, any waste or other substance that is dangerous to the public health or safety, or that can harm the Sewer System, the Portage sewer system, the lift stations, or the sewage treatment process, or that can have an adverse effect on the receiving

streams. Sewage discharged into the Sewer System shall not:

- (a) Contain any gasoline, antifreeze, motor oil, brake fluid, transmission fluid, hydraulic fluid, oil-based paint, paint thinners, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas, or other pollutant that creates a fire or explosion hazard in the system, including but not limited to, pollutants that result in wastewater with a closed cup flash point of less than 140°F (60°C).
- (b) Contain pollutants that will cause corrosive structural damage to the Sewer System, including but not limited to, discharges with a pH lower than 5.0 s.u. or greater than 9.0 s.u.
- (c) Contain any solid or viscous substances which could cause an obstruction to the flow in the Sewer system or other interference with the proper operation of the Sewer System such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, grease, plastics, wood, unground garbage, whole blood, paunch manure, hair, entrails, paper dishes, cups, milk containers, sanitary napkins or disposable diapers, either whole or ground.
- (d) Contain any liquid or vapor having a temperature that will inhibit biological activity in the Sewer System, but in no case having a temperature higher than 120°F unless the Sewer System is designed to accommodate higher temperatures.
- (e) Contain any waters or wastes containing phenols or other taste or odor-producing substances in excess of 0.005 parts per million.
- (f) Contain arsenic, cadmium, copper, chromium, cyanide, lead, mercury, nickel, zinc, or other toxic pollutants in sufficient quantity, either singly or by interaction, to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, or to exceed the limitation set forth in special agreements, or in State or Federal Categorical Pretreatment Standards.
- (g) Contain hydrogen sulfide, sulfur dioxide or nitrous oxide gases in excess of 10 parts per million.
- (h) Contain substances which solidify or become viscous at temperatures between 32°F and 150°F (0°C-65°C).
- (i) Have chlorine demand greater than 15 parts per million.
- (j) Contain any unusual volume of flow or concentration of wastes constituting "slugs" as defined herein.

- (k) Contain any other solid, liquid, or gaseous substance identified by the Environmental Protection Agency or any other State or Federal agency as being a hazardous waste, such as those wastes included in the most current Federal Register listing of hazardous wastes.
- (l) Contain waters or wastes containing substances which are not amenable to reduction by the sewage treatment processes employed by Portage or are amenable to treatment only to such degree that the sewer plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.
- (m) Contain PCB waste or radioactive waste.
- (n) Contain any noxious or malodorous liquids, gases, or solids which either singly or by interaction are capable of creating a public nuisance or hazard to life or are sufficient to prevent entry into the sewers for their maintenance and repair.
- (o) Contain any substance that may cause the Sewer Systems' effluent, treatment residues, sludges, or scums to be unsuitable for reclamation and reuse or to interfere with the reclamation process.
- (p) Contain any substance that will cause violations of the WPDES and/or other disposal system permits.
- (q) Contain any substance with objectionable color not removed in the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions.
- (r) Contain any sewage or waste waters that may be acutely or chronically toxic to aquatic life or wild and domestic animals.
- (s) Contain a toxic discharge.
- (t) Contain biodegradable garbage which has not been ground up to be safely and efficiently transported by the Sewer System and processed by Portage.

7. **LIMITATIONS ON SEWAGE STRENGTH:**

- (a) **National Standards:** National categorical pretreatment standards, as promulgated by the U.S. Environmental Protection agency, shall be met by all dischargers of the regulated industrial categories.
- (b) **State Standards:** State requirements, limitations and standards shall be met

by all persons and Parties discharging into the Sewer System.

- (c) **Dilution:** No person or Party shall increase the use of water, or mix separate waste streams, for the purpose of diluting a discharge to achieve compliance with the standards set forth herein, unless approved in writing by the Administrator.
- (d) **Supplementary limitations.** No person or Party shall discharge or allow the discharge of wastewater containing concentrations of the following enumerated materials exceeding the following values unless prior written approval is granted by the Administrator:

<u>Material</u>	<u>Concentration (mg/L)</u>
Biochemical Oxygen Demand (BOD)	250 mg/L
Suspended Solids (SS)	250 mg/L
Fats, Oil and Grease (FOG)	100 mg/L
Phosphorus (P)	7 mg/L
pH	6 to 9

8. **CONTROL OF HARMFUL DISCHARGES:** If any sewage, waters or wastes, discharged or proposed to be discharged into the Sewer System, contain the substances or possess the characteristics enumerated in paragraphs 6 or 7 above, or which in the judgment of the Administrator may have a deleterious effect upon the Sewer System or may create a hazard to life or may constitute a public nuisance, the Administrator may:

- (a) Reject the wastes, by blockage if necessary, after reasonable notification is given to the discharging Party and customer (if known).
- (b) Require pretreatment, at the Party's expense, to transform such sewage into an acceptable condition before discharge into the Sewer System.
- (c) Require control over the quantities and rates of discharge.
- (d) Require payment to cover the added cost of handling and treating the wastes not covered by existing fees and charges.
- (e) Require installation of a sampling manhole.
- (f) Require the construction of additional facilities to prevent the accidental discharge of prohibited materials into the Sewer System.
- (g) Require the execution of an agreement, which may include whatever additional requirements, payments, limitations, guarantees, representations, or protections the Administrator deems appropriate.

- (h) Require the Party and/or customer to install, operate, maintain, monitor, and clean grease, oil, and/or sand interceptors (commonly called "grease traps"), at the Party's and/or customer's cost, at a location approved by the Administrator which is readily and easily accessible for cleaning and inspection. In maintaining these interceptors, the Party and/or customer shall be responsible for the proper removal and disposal by appropriate means of the captured material, and shall maintain records, for the Administrator's review, of the dates and means of cleaning and disposal. Any removal and hauling of the collected materials not performed by the Party and/or customer must be performed by properly licensed disposal firms.

9. ACCIDENTAL DISCHARGES:

- (a) **Liability:** Each Party shall be responsible for and shall provide protection from accidental discharges of prohibited or regulated materials or substances occurring within the jurisdiction of that Party, and each customer shall be responsible for and shall provide protection from accidental discharges of prohibited or regulated materials or substances caused by that customer. In the Administrator's discretion, to monitor and/or prevent additional discharges of prohibited materials, the Administrator may require a Party and/or Customer to install and maintain, at the Party's and/or customer's expense, such additional facilities as the Administrator deems necessary. Upon request, detailed plans and operating procedures for such facilities shall be submitted to the Administrator for review, and the Administrator may require modifications to such facilities and procedures to monitor and protect against accidental discharges. Review and approval of such plans and procedures by the Administrator shall not relieve the Party or customer from total responsibility for accidental discharges, nor shall it make the Administrator liable therefore.
- (b) **Notification:** Parties and customers shall notify the Administrator immediately upon the occurrence of a "slug load" or accidental discharge of substances prohibited by this Agreement. The notification shall include location of discharge, date, and time thereof, type of waste, concentration and volume, and corrective actions taken. Each customer who discharges a slug load or prohibited material, and each Party having jurisdiction over the location of the discharge, shall be liable for any expense, loss, or damage to the Sewer System, in addition to the administrative, legal, and engineering costs incurred by the Administrator in responding to such an event.

10. METERING AND MONITORING OF USE OF SEWAGE SYSTEM

- (a) **Metering:** At this time, the Administrator does not engage in the metering of the volume of sewage discharged from each Party or from any one customer. However, the Administrator may require such metering in the future if the

Administrator deems it necessary. The cost of such metering shall be determined by the Administrator and may be charged to the Participant and/or the customer.

- (b) **Monitoring:** At this time, the Administrator does not engage in the monitoring of the concentration or characteristics of the sewerage discharged from each Party or from any one customer. Monitoring of the main lift station is performed by Portage. All measurements, tests, analyses, and monitoring of the characteristics of sewage, water, waste, and/or septage to which reference is made in this Agreement shall be performed in accordance with the latest edition of "Standard Methods." If the Administrator deems it necessary, the Administrator may engage in the monitoring of discharges from any Participant or customer in the future. Sampling methods, locations, times, durations, and frequencies shall be determined by the Administrator. The cost thereof shall be determined by the Administrator and may be charged to the Participant and/or customer where the monitoring is performed.

11. SEWER CONNECTIONS

- (a) **Permit Required:** No person or Party shall uncover, use, alter, disturb, make connection with or make opening into the Sewer System without first obtaining a written permit therefor from the Administrator, who shall determine what information and investigation is needed to evaluate the request and issue a permit. Applications shall be submitted by the affected customer and the affected Party.
- (b) **State Code:** All work performed on the Sewer System and on connections to the Sewer System shall comply with the State Plumbing Code and all other applicable codes.
- (c) **Participant Property Only:** Only property and structures located within the jurisdiction of one of the Parties may be connected to the Sewer System.
- (d) **Sewer System Connection Fees:**
 - 1) **Connection Charge:** The applicant for a new connection shall pay a sewer connection charge of \$3,500, and any connection fee charged by the City of Portage (beyond the fee prepaid to Portage) to the Administrator. These fees shall be paid when the application for a permit is filed with the Administrator.
 - 2) **Administrative Fee:** In addition to the aforesaid connection fees, the applicant shall also pay an administrative fee of \$100 when the application is filed.

- 3) **Diagram Deposit:** In addition to the aforesaid fees, the applicant shall also pay a diagram deposit of \$200 when the application is filed. This deposit shall be refunded after (i) final inspection, (ii) approval of the sewer connection, and (iii) submission by the applicant of an engineer's diagram of the location and depth of the completed connection, sewer lateral and other required appurtenances. If the applicant fails to comply with these requirements, or if the applicant fails to submit the required engineer's diagram within 30 days following the final inspection of the sewer connection, said deposit shall be forfeited. The forfeiture of this deposit shall not limit or prevent the Administrator from terminating the new sewer connection or pursuing any other penalties authorized herein or recovering any expenses incurred by the Administrator due to the applicant's failure to comply herewith.
- (e) **Design:** The design, construction, maintenance and repair of sewer laterals and their connection to the Sewer System shall be performed by and under the direction of a licensed plumber authorized and paid by the customer who owns the lateral. Such plumber shall keep accurate records of the location, depth and length of the sewer lateral as built, the location of the wye-branch, slants, and all appurtenances thereto. All costs of such plumbing and record keeping shall be the responsibility of the customer. After final inspection and approval of the sewer connection, said plumber shall submit a detailed diagram of the location, depth and length of the sewer lateral, wye-branch or slants and all other appurtenances as built.
- (f) **Construction Specifications:** The size, slope, alignment, materials of construction of a sewer lateral and all connections and appurtenances thereto, and the methods to be used in excavating and backfilling the trench, and placing, joining, and testing the pipe and all other appurtenances, shall all conform to the requirements of applicable State building and plumbing codes and other applicable rules and regulations of the Administrator. Sewer mains should always be tapped on side 50% above the flow line, and not within six inches (15 cm) of a joint, and not within 24 inches (60 cm) of another lateral connection. Lateral connections to existing sewers shall be made into glued saddles with stainless steel straps and by coring the existing sewer or by inserting (cutting-in) a wye into the existing sewer. Unless authorized in writing by the Administrator, the wye shall be of the same pipe material as the existing sewer main. The lateral connection shall be made with approved adaptors or couplings.
- (g) **Licensed Plumbers:** No plumber, pipe fitter, or other person will be permitted to perform any plumbing or pipe fitting work in connection with the Sewer System without first receiving a license from the State of Wisconsin.
- (h) **Elevations:** Whenever possible, the sewer lateral shall be brought to the structure which it serves at an elevation below the basement floor. In all

structures in which any building drain is too low to permit gravity flow to the sewer main, the sewage carried by such sewer lateral shall be lifted by a means approved by the Administrator.

- (i) **Old Laterals:** Old sewer laterals may be used to service new buildings only when such laterals are found to meet all requirements of this subchapter.
- (j) **Independent Laterals:** A separate and independent sewer laterals shall be provided for every structure, unless otherwise permitted in writing by the Administrator.
- (k) **Inspections:** The applicant shall notify the Administrator when the sewer lateral and/or all appurtenances thereto are ready for inspection and connection to the sewer main. The connection shall be made under the supervision of the Administrator or his/her designee.
- (l) **Construction Costs:** All costs and expenses incident to the construction, installation, connection, maintenance, repair, and inspection of a sewer lateral shall be borne by the applicant. The affected Party shall indemnify the Administrator from any loss or damage that may directly or indirectly be occasioned by an applicant's work on a sewer lateral.

12. EXTENSIONS

- (a) **Requests:** Any Party seeking an extension of the Sewer System may apply to the Administrator for such extension. The regulations applicable to sewer connections shall be followed to the extent applicable.
- (b) **Decision:** The Administrator shall decide, on a case-by-case basis, whether to grant the request for an extension, giving appropriate consideration to location, costs, budgets, work schedules, need, etc. Prior practices shall not establish any precedent.
- (c) **Assessments:** The costs of an extension shall be paid by the Party requesting the extension. Such costs shall include the engineering, administrative and construction costs incurred by the Administrator.

13. OWNERSHIP

- (a) Customers shall at all times retain ownership and control of (i) all plumbing internal to their structures, and (ii) their sewer lateral, between its exit from their structure to the connection joint with the sewer main. No interest, right or title to the Customer's plumbing or sewer lateral shall be conveyed to the Administrator under this Agreement. Customers shall be solely responsible for the operation, maintenance and repair of their internal plumbing, and sewer lateral.

- (b) The Administrator shall at all times retain ownership and control of the Sewer System.

14. REPAIRS AND MAINTENANCE

- (a) The Administrator will be responsible for all necessary repairs and maintenance of the Sewer System, including any preventative maintenance that the Administrator considers to be necessary. For newly constructed portions of the Sewer System, the Administrator's obligation hereunder will commence following completion of the work performed under the contract for the construction of that portion of the Sewer System.
- (b) Each Party shall be liable for all costs incurred by the Administrator as a result of problems or damages caused by a customer's discharge into the Sewer System or by the condition of a customer's sewer lateral or a customer's plumbing. A Party may seek indemnification for such liability from each customer responsible for such costs.
- (c) Customers and Parties will promptly notify the Administrator of any breakdown in the Sewer System or in a sewer lateral that requires any repair or maintenance work.
- (d) The Administrator will use reasonable efforts to carry out the repair and maintenance of the Sewer System in a timely manner and in accordance with sound engineering practices.
- (e) If the Administrator discovers that a breakdown in the Sewer System was caused (i) by the acts or omissions of a customer or by a guest or invitee of a customer, or (ii) by the condition of a sewer lateral or the plumbing of a customer, then the customer and the applicable Party shall be jointly and severally liable for the costs (including costs for labor, materials, equipment and administrative time) incurred by the Administrator in responding to, investigating and repairing the breakdown.

15. **RIGHTS OF ACCESS AND INSPECTIONS:** The Administrator, or its agents, may enter upon the property of a customer or Party, at reasonable times and upon at least twenty-four (24) hours notice, or in the case of emergency, upon notice as soon as is practical, for the purposes of (i) providing any of the Sewer Services required by this Agreement, (ii) inspecting the Sewer System, and/or (iii) investigating and ensuring compliance with the terms of this Agreement. It is understood that when there is a breakdown of the Sewer System, reasonable notice may be very short due to the urgent need to resolve the breakdown, and if a customer cannot be promptly located and contacted, notice may be waived if the circumstances require prompt action to avoid or minimize the threat of damage to property or to the Sewer System.

16. SEWER SERVICE CHARGES

- (a) The following table identifies the current REUs allocated to each Party, and is subject to change:

ASSOCIATION	REUs
SREA	143
SRA	127
FCA	49
RSR	10
SRC	1
BI	2
TOTAL	332

- (b) Each Party will pay to the Administrator, on or before the 15th day of each month, a monthly fee for the collection, treatment, and disposal of sanitary waste pursuant to the monthly fee schedule established by the Administrator through the budgetary process.
- (c) Each Party will pay to the Administrator each special assessment imposed by the Administrator pursuant to the terms and conditions of the assessment.
- (d) A late charge of 1.5% per month shall be imposed for late payment of monthly fees, or special assessments.

17. REMEDIES AND PENALTIES

- (a) **Liability for Damage To System:** No person or Party shall cause damage to any structure, appurtenance, facility, or equipment which is a part of the Sewer System, nor shall any person or Party, through their use of the Sewer System, cause damage to any water body receiving effluent from the Sewer System. Any person or Party who causes such damage shall be liable to the Administrator for the damages caused, including damages caused by the interruption of Sewer Service. Nothing herein shall limit the Administrator's or another Party's right to seek compensation for the damages otherwise caused through any means authorized by law.
- (b) **List of Penalties and Remedies:** Whenever any of the terms or conditions of this Agreement are violated by the acts or omissions of a Party, a customer or a customer's agents, invitees or guests, the Administrator may, in the Administrator's sole discretion and in addition to all other remedies authorized herein or by law, impose one or more of the following penalties and remedies:
- 1) the Administrator may shut off, block, and discontinue the violator's

use of and access to the Sewer System, until such time as the Administrator determines that such violation has been terminated and corrected, and the violator has paid all costs, expenses and damages caused by said violation; and

- 2) the Administrator may require payment of all costs and expenses incurred by the Administrator (including administrative expenses) caused by the violation; and
- 3) the Administrator may require future monitoring, inspections and/or testing, at the violator's cost, to ensure that such violations will not be repeated.
- 4) the administrator may impose liquidated damages of \$100 per day for each day a violation exists after the violator has been given a 5 day notice to cease said violation; and
- 5) the Administrator may impose such other terms and conditions as the Administrator deems necessary to ensure that such violations will not be repeated.

(c) Disconnection And Refusal of Service

- 1) **When Permitted:** The Administrator may disconnect or refuse Sewer Service for any of the following reasons:
 - a. Failure to pay a delinquent account or failure to comply with the terms of a deferred payment agreement.
 - b. Refusal or failure to permit authorized personnel to conduct an inspection.
 - c. Violation of any provision of this Agreement.
 - d. Whenever a dangerous condition exists.
- 2) **Notice:** The Administrator shall give to the affected Party and affected customer a written disconnect notice at least ten (10) calendar days prior to disconnection, except the Administrator may disconnect service without notice where a dangerous condition exists for as long as the condition exists. Notice shall be personally served upon the Party and customer or mailed to the customer's last known address by first class mail. If the billing address is different from the service address, notice shall be posted on structure at the service address not less than five (5) days before disconnection, and if access is not possible to a structure, such notice shall be posted at the main entrance to the property. In each case, the Administrator shall make a reasonable effort to have a personal or telephone contact with the Party and customer prior to disconnection.

- 3) **Costs:** All costs and expenses incurred by the Administrator in disconnecting Sewer Service shall be assessed to the Party and the customer, and if not paid, shall be collected as a special charge to the relevant Party.

18. **LIABILITY**

- (a) The Administrator does not warrant or guarantee the continuance or quality of any of the services provided under this Agreement. The Administrator shall take reasonable steps to test, maintain, protect, repair, or replace the Sewer System without cutting off Sewer Service to one or more Parties or customers. The Administrator reserves the right to cut off Sewer Service to one or more Parties or customers, at any time and for any length of time, for the purpose of inspecting, testing, maintaining, protecting, repairing, or replacing the Sewer System upon at least ten (10) days' notice, unless it is an emergency for which the Administrator will provide notice as soon as is practical.
- (b) The Administrator shall not be liable to any customer, Party or third person for any damages, expenses, or losses incurred by them by reason of suspension, disturbance or discontinuance of Sewer Service for any reason which is beyond the reasonable control of the Administrator, specifically including (without limitation) the suspension, disturbance or discontinuance of Sewer Service caused by acts of God, forces of nature, soil erosion, landslides, lightning, washouts, floods, storms, blockages, snow, ice or freezing temperatures, accidental damage, strikes or lockouts, vandalism, negligence in the design or construction of the Sewer System, the failure of any materials or equipment installed in the Sewer Systems, the failure of lift stations, the failure or disruption of service from Portage, and other similar circumstances.
- (c) In the event the Administrator is found liable for any damages arising out of the Administrator's performance of the obligations imposed by this Agreement, said damages shall be limited to the cost of clean-up and repair of the property affected. The administrator shall not be liable for any other damages, such as damages for loss of use of the property, for temporary housing, for discomfort or inconvenience, for pain and suffering, for loss of past or future earnings, for loss of income, for emotional distress, for punitive or exemplary damages, or for loss of enjoyment of life.
- (d) Any damages for which the Administrator is found liable and for which the Administrator does not have insurance coverage, may be added to the next budget for the Sewer System and reimbursed to the Administrator, over a period of not more than five years, from the fees charged pursuant to section 16 above.

19. **COMMUNICATIONS AND CONTRACT PROTOCOL:** All Parties to this Agreement will appoint one or more representatives, with notice to the other Parties of such appointment, as the principal contacts for official communications about this Agreement, and as the principal contacts for operational matters pursuant to this Agreement. The Parties further agree to work to establish a communications protocol to manage issues arising under this Agreement.
20. **COMMITTEE:** There is hereby created a Committee consisting of the Administrator and a representative of each Participant. Each Participant may (but is not required) appoint a representative to serve on the Committee which shall meet no less than once every 6 months to review and advise the Administrator regarding all aspects of the management, repair, maintenance, budgeting, planning, and operation of the Sewer System and this Agreement. The Committee may establish such internal rules for the conduct of its business as the Committee deems necessary.
21. **DISPUTE RESOLUTION**
- (a) In the interest of cooperative and harmonious co-existence, the Parties agree to use their best efforts to avoid conflict and to settle any disputes arising from or in relation to this Agreement through dialogue and negotiation.
 - (b) In the event that the Parties fail to resolve matters pursuant to sub (a) above, the Parties shall seek a settlement of the conflict by utilizing non-binding Mediation before recourse to the Courts.
22. **TERM AND TERMINATION**
- (a) This Agreement shall commence with respect to each Participant on the date each Participant executes this Agreement, and it will continue until terminated as provided below.
 - (b) This Agreement shall continue until one of the following events:
 - 1) Until the City of Portage stops receiving and treating sewage sent from the Administrator, or until Portage terminates its contract for sewage treatment services with the Administrator;
 - 2) Until the Parties agree to terminate this Agreement;
 - 3) Until a Party (or a customer located within a Party) commits such acts or omissions that termination of Sewer Service is authorized by this Agreement, in which case only the affected Party shall be terminated as a party to this Agreement.
23. **HEADINGS:** Headings that precede sections are provided for the convenience of the reader only and shall not be used in constructing or interpreting the terms of this Agreement.

24. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the Parties regarding the Sewer System and there are no undertakings, representations or promises express or implied, other than those expressly set out in this Agreement. This Agreement supersedes, merges, and cancels any and all pre-existing agreements and understandings in the course of negotiations between the Parties.

25. **NOTICE:** The address for delivery of any notice or other written communication required or permitted to be given in accordance with this Agreement, including any notice advising the other Party of any change of address, shall be as follows:

(a) to Administrator:

Saddle Ridge Estates Association, Ltd.
c/o Winnifred Schumann
599 Saddle Ridge
Portage, WI 53901

(b) to Participants:

The Saddle Ridge Corporation
c/o Mahlon Kirk V 100
Saddle Ridge
Portage, WI 53901

Saddle Ridge Association, Ltd
c/o Dennis Allen 937
Saddle Ridge
Portage, WI 53901

**Forest Condominium Association,
Ltd.**
Mahlon Kirk VI
P O Box 73
Portage, WI 53901

Rusty's Saddle Ridge, LLC
c/o Elver Grimm, III 100
Saddle Ridge
Portage, WI 53901

Bella Island LLC
c/o Thomas W. Anderson
825 Saddle Ridge
Portage, WI 53901

Any notice mailed shall be deemed to have been received on the fifth (5th) business day following the date of mailing. Any notice faxed or emailed will be deemed to have been received on the first (1st) business day following the date of transmission. The term "business day" shall mean Monday to Friday, excluding days which are National holidays.

26. **SEVERANCE:** In the event that any provision of the Agreement should be found to be invalid, the invalid provision shall be severed, and the Agreement read without reference to that provision. Where any provision of the Agreement has been severed and that severance materially affects the implementation of this Agreement, the parties shall meet to resolve any issues that may arise as a result of that severance and to amend this Agreement accordingly.
27. **AMENDMENT:** This Agreement shall not be varied or amended except by written agreement of all Parties. No waiver of the terms, conditions, warranties, covenants, and agreements set out herein shall be of any force and effect unless the same is reduced to writing and executed by all Parties hereto and no waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar) and no waiver will constitute a continuing waiver unless otherwise expressly provided.
28. **ASSIGNMENT:** The rights and obligations of the Parties may not be assigned or otherwise transferred except by written agreement of all Parties.
29. **AUTHORITY:** The parties hereto each warrant and represent (i) that they have the authority to enter into this Agreement on behalf of their corporation or LLC and on behalf of the customers in their corporation or LLC, and (ii) that the undersigned have been authorized to execute this Agreement on behalf of their corporation or LLC.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the dates set opposite their signatures.

Saddle Ridge Estates Association, Ltd.

By: Winnifred E. Schumann
Winnifred Schumann, President

Dated: 2/14/2023

Saddle Ridge Association, Ltd.

By: 
Dennis Allen, President

Dated: 7-17-23

Forest Condominium Association, Ltd.

By: 
Mahlon Kirk VI, President

Dated: 7-17-23

Rusty's Saddle Ridge, LLC

By: 
Elver Grimm, III, Member-Owner

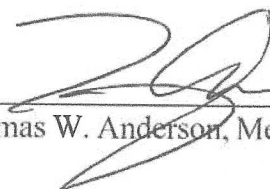
Dated: 7/21/23

The Saddle Ridge Corporation

By: 
Mahlon Kirk V, President

Dated: 7/20/2023

Bella Island LLC

By: 
Thomas W. Anderson, Member-Owner

Dated: 7/13/23