



December 27, 2023

Peter Lederer  
Village of Random Lake  
96 Russell Drive  
PO Box 344  
Random Lake, WI 53075

**RE: WATER SYSTEM MASTER PLAN UPDATE**

Dear Peter:

On behalf of Clark Dietz, Inc., thank you for giving us the opportunity to submit a proposal to update the *Village of Random Lake Water System Engineering Report*. Based on our initial review of the existing Report and discussions with the Village, we believe a report update for the Village Random Lake's (Village) water system that evaluates the existing water supply/storage and necessary future water supply/storage to support future expansion is needed. A Master Plan update will allow the Village to identify needed system improvements, ensure adequate funds are available to complete future system improvements, and ensure that the system is able to support future expansion.

**PROJECT UNDERSTANDING**

The existing water system consists of two (2) groundwater wells, an 80,000-gallon underground storage tank, a 300,000 gallon elevated storage tank, and approximately 12 miles of water distribution piping and serves approximately 1,500 people, and two (2) industrial users. Residential, commercial, and industrial growth is anticipated in the Village. To ensure that the water system can accommodate future growth, the Village would like to update the Report that was completed in 2008 to re-evaluate the existing water supply and storage and determine the necessary water supply and storage improvements to support future growth.

**SCOPE OF SERVICES**

In developing a water system Master Plan update, we recommend a phased approach as described below. We will identify existing system deficiencies and improvements to address these deficiencies, determine required storage and well capacity, and identify needed system improvements to support future growth.

**PHASE 1 – PROJECT KICKOFF/PROJECT MANAGEMENT**

Phase 1 will include tasks to kickoff the project and establish and maintain communications throughout the project. This Phase will include the following:

- Development of a project work plan, summarizing project scope, goals, communications, and schedule.
- The project work plan will be delivered at the kickoff meeting with Village staff.
- Monthly invoices and project status updates will be prepared throughout the project.
- Monthly meetings will be held with the Village staff to discuss progress, design decisions, and action items. Meeting minutes will be prepared by Clark Dietz and distributed to all team members.
- Quality assurance and quality control (QA/QC) reviews by internal Clark Dietz staff will be completed prior to each submittal for Village review

*Deliverables: Project work plan, monthly progress meetings, meeting minutes*

**PHASE 2 – FLOW ANALYSIS**

Phase 2 will include tasks to evaluate the Villages current and future flows and compare them to established standards and system requirements. Data from the past five years (2019 – 2023) of water meter data and well pumping data to determine and establish the following criteria:

- Average day demand, maximum day demand, peak hour demand
- Residential, commercial, and industrial water demand per connection based on water meter data
- Non-revenue water



- Future flow demands the next 20 years (2024-2043) based on potential future developments and Village buildout using information provided by the Village.

### **PHASE 3 – SYSTEM EVALUATION**

Available information about the existing system will be used to evaluate the water distribution system, Well 1 & 2, and elevated storage tank. Clark Dietz will perform an inspection of the well facilities and meet with Village staff to review existing reports, system maps, inspection data, fire flow data, known issues, break history, and customer complaints. Data will be used to evaluate the following:

- Distribution System Evaluation
  - Compare water demands to industry standards for capacity, storage, and treatment requirements
  - Compare number of watermain breaks to industry standards
  - Map watermain breaks (if available) and identify areas susceptible to breaks and develop recommendations for watermain replacement
  - Evaluate water system age and recommended replacement rates
  - Identify areas with limited redundancy and looping opportunities
  - Review hydrant flushing practices
- Water Treatment Evaluation
  - Compare water quality data to industry/state standards
  - Identify potential solutions to customer complains and known issues
  - Evaluate well pump size and performance
- Water Tower Evaluation
  - Review latest inspection reports and inspect current facilities. Provide recommendations and costs for rehabilitation and estimate of timeline for future improvements.
  - Compare capacity with recommended standards
- Future Infrastructure Evaluation
  - Use the future flows and Village buildout plan to identify the need for system, storage, or well improvements to accommodate the expansion plan

### **PHASE 4 – WATER SYSTEM MASTER PLAN UPDATE**

An updated Water System Master Plan will be developed using the data and analysis from Phase 2 & 3. The intent of the master plan is to serve as a guide for the Village to plan and budget for improvements over time and will include an analysis of existing flows and infrastructure, future requirements, and recommended projects including costs and prioritization.

### **DELIVERABLES**

This project will consist of the following deliverables:

- Project work plan
- Master Plan Report and supporting calculations
- Maps of recommended projects

### **SERVICES NOT INCLUDED**

The following items are not included in this proposal. If the Village would like these items included an updated proposal and fee can be prepared.

- Hydraulic modeling
- Environmental assessment
- Easement research or coordination
- Survey
- Water quality sample testing and analysis
- Data collection



**SCHEDULE OF WORK**

Project kick-off meeting	January 2024
Draft Master Plan submittal to the Village	May 2024
Final Master Plan submittal to the Village	June 2024

**COMPENSATION**

For the above-described work Clark Dietz proposes the following Engineering Services fee:

Project Kickoff/Project Management	\$2,500
Flow Analysis	\$5,500
System Evaluation	\$16,000
Master Plan Update	\$16,000
<b>Total Lump Sum Fee</b>	<b>\$41,000</b>

Please let us know if this proposal is satisfactory and sets forth your understanding of the proposed work. If you would like us to consider any modifications to this proposal or if you have any questions, you can contact me at (262) 842-2427.

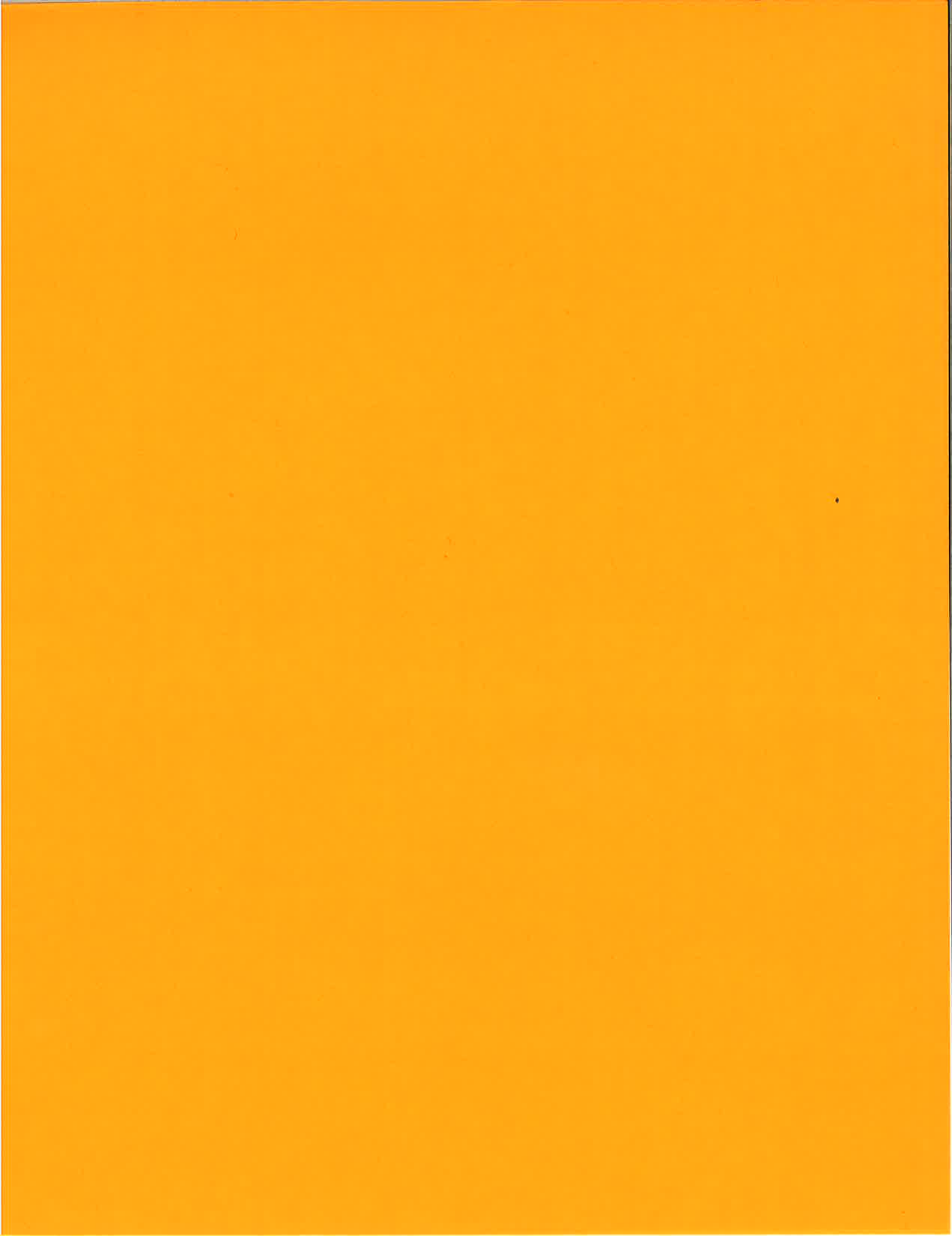
Sincerely,  
Clark Dietz, Inc.

Mustafa Emir, PhD, PE  
Village Engineer

**WORK ORDER APPROVAL – Water System Master Plan Update**

\_\_\_\_\_  
Michael San Felippo, Village President

\_\_\_\_\_  
Date





December 27, 2023

Peter Lederer  
Village of Random Lake  
96 Russell Drive  
PO Box 344  
Random Lake, WI 53075

**RE: WASTEWATER TREATMENT PLANT FACILITY PLAN UPDATE**

Dear Peter:

On behalf of Clark Dietz, Inc., thank you for meeting with us regarding the Wastewater Treatment Plant (WWTP) Facility Plan Update. Based on our initial inspections, review of the existing plans, and our discussions with Village staff, we believe a facility plan update is needed to ensure that the next WWTP design meets the Village's goals.

**PROJECT UNDERSTANDING**

The existing WWTP treats wastewater from Village residents and a local industry and discharges treated effluent to Silver Creek, a tributary to the Milwaukee River, under WDNR discharge permit WI-0021415. Treatment consists of preliminary treatment, followed by primary clarifiers and rotating biological contactors (RBCs), secondary treatment, tertiary treatment, followed by disinfection, and solids handling. Several deficiencies with the existing WWTP have been identified and critical improvements are already underway by the Village to keep the existing facility safe and operable.

A Facility Plan, dated June 2022, was developed by Kapur and Associates to address the identified deficiencies and recommend upgrades to the WWTP. The 2022 Facility Plan recommended replacing the existing RBC units with an activated sludge system and rehabilitating the current treatment building. The recommended project was designed and bid, but the bids were significantly higher than the cost estimates developed in the Facility Plan. Therefore, the bids were rejected and construction of WWTP upgrades did not move forward.

The Village would like to reexamine their WWTP options in an update to the 2022 Facility Plan to consider alternate sites, evaluate industrial flows, identify lower cost alternatives, and provide updated recommendations. The Village has requested Clark Dietz to perform this new analysis to get a fresh perspective on the issues and solutions.

**SCOPE OF SERVICES**

In developing a Facility Plan Update we recommend a phased approach as described below. We will step through each unknown and build consensus with the Village and large industrial users throughout the process so that the Village's needs and expectations are met. Our proposed scope of services is as follows:

**PHASE 1 – PROJECT KICKOFF/PROJECT MANAGEMENT**

Phase 1 will include tasks to kickoff the project and maintain communications throughout the project, including the following:

- Development of a project work plan, summarizing project scope, goals, communications, and schedule.
- The project work plan will be delivered at the kickoff meeting with Village staff
- Monthly invoices and project status updates will be prepared throughout the project
- Meeting minutes will be prepared and distributed to all team members to summarize discussion, design decisions, and action items, assuming 6 design meetings total.
- Quality assurance and quality control (QA/QC) reviews by internal Clark Dietz staff will be completed prior to each submittal for Village review.

*Deliverables: Project work plan, meeting minutes, project status updates*



## PHASE 2 – FLOW AND LOADING ANALYSIS

The industrial flows in conjunction with the Village's development plan and population projections will be used to develop a design average and design peak flow rate for the new or upgraded wastewater treatment facility. The existing influent loading data will be reviewed and analyzed to determine average and peak WWTP design loading rates. This phase will include the following tasks:

- Coordination with industrial users
  - Facilitate meetings with Village staff and Industrial users to discuss the impacts with future WWTP upgrades
  - Clark Dietz will identify WWTP costs specific to treating additional industrial flows and addressing unaccounted for water moving forward
  - Assistance with developing Village pretreatment program requirements
- Determining WWTP design flow for both the current design and the 20-year projection
- Determining WWTP design load for BOD, TSS, ammonia, and phosphorus
- Preparation of a technical memo documenting the results of the flow study and the recommended design and buildout flows
- Presentation and discussion of the technical memo

*Deliverables: Design Flow and Loading Technical Memo*

## PHASE 3 – UPDATE WWTP FACILITY PLAN

Based on the flow analysis, the WWTP facility plan will be updated with a new alternatives analysis to evaluate treatment options for the design and future buildout flow rates. The evaluation will include the following:

- Alternatives Analysis for Up to 5 Treatment Options:
  - Activated sludge
  - Oxidation ditch
  - Package plant
  - Solids handling improvements
  - Based on discussion with the Village, rotating biological contactors (RBCs) are not a long term solution and will not be further evaluated. Pumping the Village's wastewater to a nearby treatment facility is not feasible due to the distance and potential complications and fees and therefore will also not be considered.
- Each treatment option will be evaluated both at the current site and at a potential new site at the north side of the Village near Highway 144.
  - The new site is less visible to the public, closer to future development, and will allow the existing site to be repurposed for public works.
  - The evaluation will consider requirements and costs for converting the existing plant to a lift station to send flows to the new location.
  - Construction sequencing will be evaluated to identify any savings associated with maintaining the existing plant in operation during construction off site.
- Treatment options will be considered for constructability, complexity of construction sequencing, location to future development/future sewer costs.
- Pretreatment and flow equalization basins will be analyzed as potential options to stabilize industrial flows and ease future operations
- Current and future permit limits will be considered in the design and analysis to ensure a long term solution.
- Building a model simulation of the proposed treatment system would be beneficial to determine the ability of a new treatment system to meet the effluent permit's total phosphorus and total nitrogen effluent limits. Influent water quality data from Random Lake is required to build a reasonably accurate model. Specifically, we would need information including BOD, COD, soluble COD, ammonia, total phosphorus, and volatile fatty acids. A full list of required parameters can be provided. At least 10 days of data are recommended during both times when the industry is discharging and when they are not. Without this information, the design of effluent total nitrogen and effluent total phosphorus from a new or redesigned system will be difficult to predict and chemical backup systems will be designed to ensure that effluent limits can be met.

*Deliverables: Revised Facility Plan, Cost Estimates, Preliminary Site Plans*



**DELIVERABLES SUMMARY**

This project will consist of the following deliverables:

- Project work plan
- Flow and Loading Analysis Technical Memo
- Revised Facility Plan, including cost estimates, preliminary site plans, and recommendations

**SERVICES NOT INCLUDED**

The following items are not included in this proposal. If the Village would like these items included, an updated proposal and fee can be prepared.

- Survey
- Easement research or coordination
- Flow Monitoring
- Evaluation of other WWTP locations other than those previously discussed
- Evaluation of other WWTP treatment alternatives other than those previously discussed
- Environmental assessments
- Water quality sample testing and analysis

**SCHEDULE OF WORK**

Project kick-off meeting	December 2023
Flow Analysis Technical Memo	May 2024
Revised WWTP Facility Plan	August 2024

**COMPENSATION**

For the above-described work Clark Dietz proposes the following Engineering Services fee:

Project Kickoff/Project Management	\$5,000
Flow Analysis	\$6,000
WWTP Facility Plan Update	\$75,000
<b>Total Lump Sum Fee</b>	<b>\$86,000</b>

Please let us know if this proposal is satisfactory and sets forth your understanding of the proposed work. If you would like us to consider any modifications to this proposal or if you have any questions, you can contact me at (262) 842-2427.

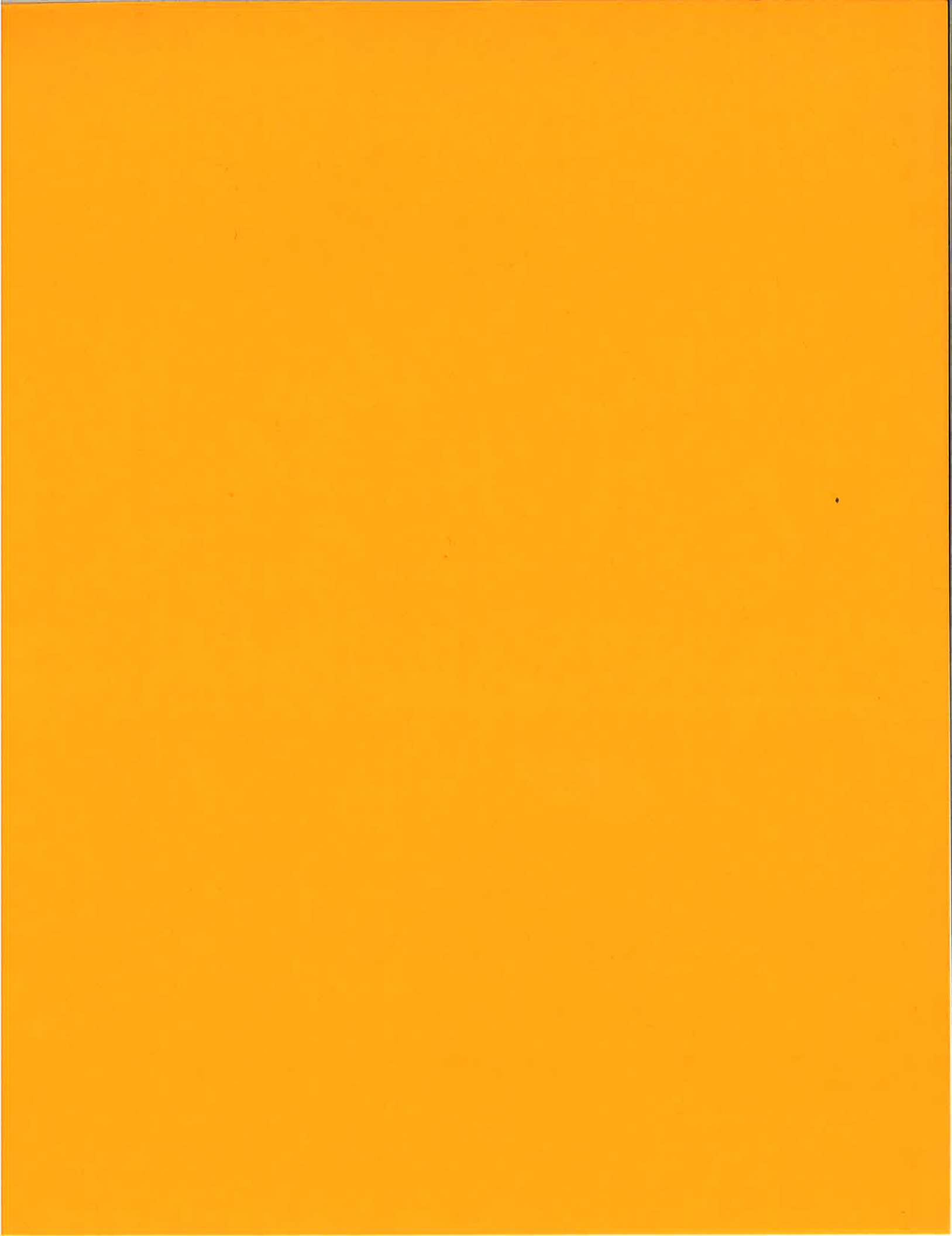
Sincerely,  
Clark Dietz, Inc.

Mustafa Emir, PhD, PE  
Village Engineer

**WORK ORDER APPROVAL – WWTP Facility Plan Update**

\_\_\_\_\_  
Michael San Felippo, Village President

\_\_\_\_\_  
Date







November 10, 2023

ATTN:

**Site Name: Random Lake Village of Random Lake**

**Site ID: 78705**

Dear Landlord,

I am following up with you regarding our recent telephone conversation setting forth Verizon Wireless's Lease Optimization Program. As discussed during our conversation, Verizon Wireless is interested in making certain modifications to the cell site lease regarding the Verizon Wireless communications facility on your property. These lease modifications will allow the cell site on your property to better meet Verizon Wireless's current operational needs and enhance its long-term value to the overall network.

**Criteria for Cell Site Retention**

As we discussed, Verizon Wireless would like to include this site in its long-term portfolio under the following terms:

- **New Rent Amount:** \$1,120.00 per month, commencing on (June 1, 2024)
- **New Rent Escalator:** Two Percent (2%) every year (next increase on June 1, 2025)
- **Additional Renewal Terms:** Six (6) additional five (5) year renewal terms

The foregoing proposal does not constitute a binding offer to amend the lease. No legal obligation is created by this letter or any other written or oral communications until a written amendment to the lease has been signed by both Landlord and Verizon Wireless. Verizon Wireless will continue to abide by the terms of the current lease until an amendment has been executed or the existing lease has been terminated or expires. Verizon Wireless values its affiliation with you and hopes that you choose to secure your site(s) to continue a long and mutually profitable relationship in the years to come. After having reviewed this proposal, please contact me prior to November 17<sup>th</sup>, 2023.

Sincerely,



**Parker Pickens**  
Lease Consultant  
Lease Optimization - CENREV

0 469-342-3211

180 Washington Valley Road, Bedminster, NJ 07921



2 North LaSalle Street, Suite 1300  
Chicago, Illinois 60602  
312.346.8380  
Fax: 312.346.8434  
www.lplegal.com

Frank J. Boucek  
Author's Phone Number: 312.476.7580  
AUTHOR'S E-MAIL ADDRESS: FBOUCEK@LPLEGAL.COM

January 22, 2009

Via Fed Ex

Village of Random Lake  
96 Russell Drive  
Random Lake, WI 53075  
Attention: Mr. Robert McDermott

Re: Water Tower Lease Agreement with Verizon Wireless  
Our File Number: 34679-73973; Site Name: Random Lake, WI

Dear Mr. McDermott:

Enclosed please find a fully-executed original of the Water Tower Lease Agreement on behalf of my client, Verizon Wireless, for your files.

If you have any questions regarding the enclosed, please feel free to contact me.

Very truly yours,



Frank J. Boucek

FJB/sk

Enclosures

cc: Mr. Carlos Revelo

SITE NAME: Random Lake  
SITE NUMBER: 147242  
ATTY/DATE: F.Boucek 10/22/08

### WATER TOWER LEASE AGREEMENT

This Agreement, made this 19<sup>th</sup> day of Jan, 2008<sup>9</sup>, between the Village of Random Lake, with its principal offices at 96 Russell Drive, P.O. Box 244, Random Lake, WI 53075, hereinafter designated LESSOR and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

### WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** LESSOR hereby leases to the LESSEE a portion of that certain space ("the Tower Space") on the LESSOR's water tower, hereinafter referred to as the "Tower", located at 600 Butler Street, Random Lake, Sheboygan County, Wisconsin, as shown on the Tax Map of the City of Random Lake as Parcel Numbers 59176743610 and 59176743600 and being further described in the Deed recorded as document number 941201 and in the Deed recorded in Vol. 215 Page 480 in the Office of the Sheboygan County Register of Deeds (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a parcel of land (the "Land Space") sufficient for the installation of LESSEE's equipment building; together with the non-exclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twelve (12') foot wide right-of-way extending from the nearest public right-of-way, Butler Street, to the Land Space; and together with any further rights of way (the "Further Rights of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Right of Way and Further Rights of Way, if any, are substantially described in Exhibit "A", attached hereto and made a part hereof demised premises and are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the Right of Way or Further Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way(s) either to the LESSEE or to the public utility at no cost to the LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Fifteen Thousand Dollars (\$15,000.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1<sup>st</sup> and 15<sup>th</sup> of the month, the Agreement shall commence on the 1<sup>st</sup> of that month and if the date installation commences falls between the 16<sup>th</sup> and 31<sup>st</sup> of the month, then the Agreement shall commence on the 1<sup>st</sup> day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 25. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation

to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE at P.O Box 182727, Columbus, OH 43218. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental shall increase on each anniversary of the Commencement Date by an amount equal to two percent (2%) of the Rent for the previous lease year.

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for

a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to one hundred fifteen percent (115%) of the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is

contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that it will be unable to use the Premises for its intended purposes, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

c. In addition, LESSOR shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Tower at full replacement cost, as the same shall exist from time to time without a coinsurance feature. LESSOR's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Tower required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 9 and 31, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

13. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.

14. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 35 below). The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If the LESSOR fails to make such repairs including maintenance the LESSEE may make the repairs and the costs thereof shall be payable to the LESSEE by the LESSOR on demand together with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. If the LESSOR does not make payment to the LESSEE within ten (10) days after such demand, the LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the LESSEE to the LESSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.



All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Not later than fifteen (15) days following the execution of this Agreement, LESSOR shall supply to LESSEE copies of all structural analysis reports that have done with respect to the Tower and throughout the Term, LESSOR shall supply to LESSEE copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same.

Upon request of the LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, repair or similar work at the Property or on the Tower provided:

- a. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;
- b. LESSOR pays all costs incurred by LESSEE for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination;
- c. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate;
- d. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- e. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSOR.

15. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment

that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE.

The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

16. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

17. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall be increased to one hundred and ten percent (110%) of the rent applicable during the month immediately preceding such expiration or earlier termination.

18. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

19. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and

to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by ~~easement or other legal instrument an interest in and to that portion of the Tower and/or~~ Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

20. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

21. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

22. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

23. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

24. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to

other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

25. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Village of Random Lake  
96 Russell Drive  
P.O. Box 244  
Random Lake, WI 53075

LESSEE: Verizon Wireless Personal Communications LP  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

26. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

27. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, Tower or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Tower or Property, Lender or such successor-in-interest or

Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property and (3) agrees accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

28. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

29. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be

performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

30. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

31. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Tower or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial

hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Tower or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

32. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

33. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

34. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the

Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

35. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

36. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

37. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

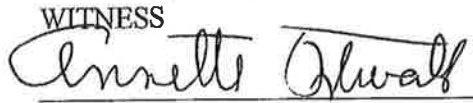
  
\_\_\_\_\_

**LESSOR: Village of Random Lake**


By:   
Robert McDermott

Its: President

Date: 11-7-08

WITNESS  
  
\_\_\_\_\_

**LESSEE: Verizon Wireless Personal Communications LP d/b/a Verizon Wireless**

By:   
Beth Ann Drohan

Its: Midwest Area Vice President - Network

Date: 1/19/09

  
\_\_\_\_\_

WITNESS **Cynthia Nava**

Exhibit A

**Lot Number Eleven (11) in M. Orth's Addition Number Six (6) to the Village of Random Lake.**

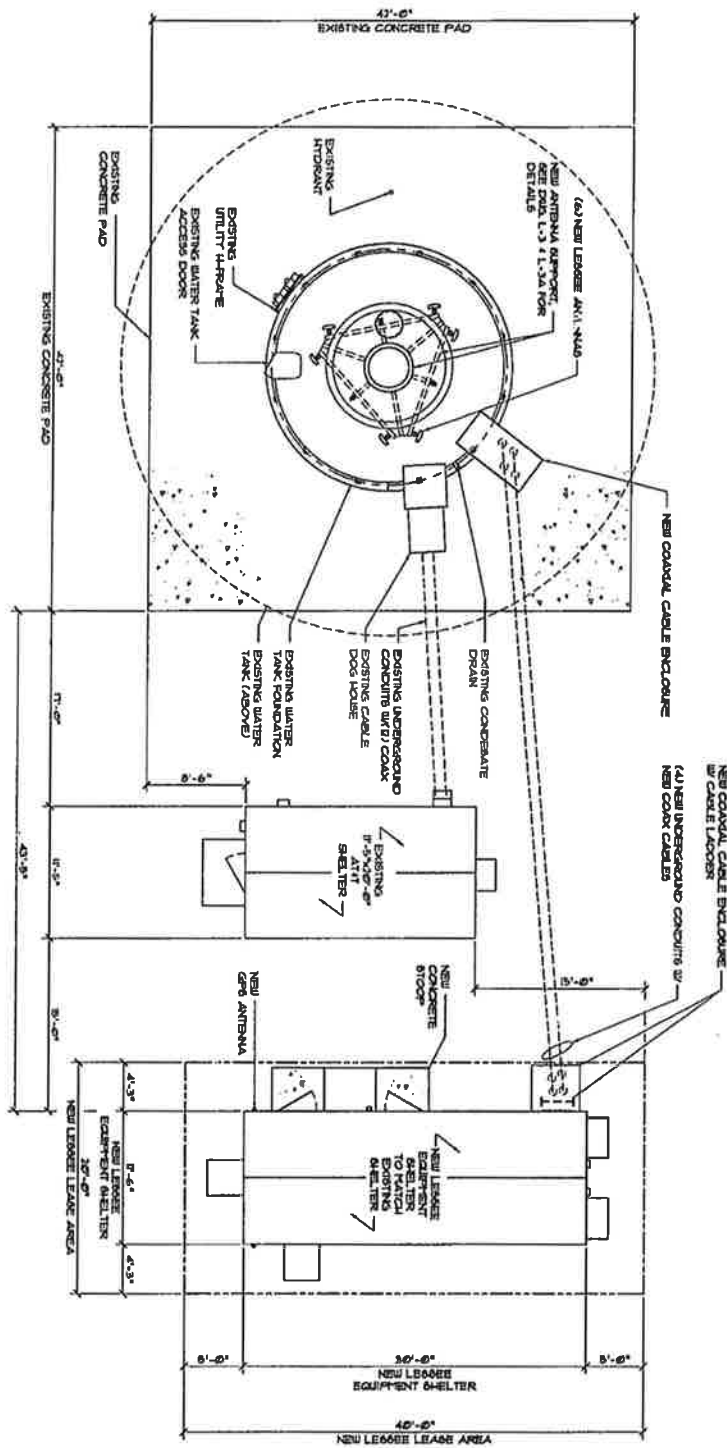
**Tax Key No. 59176743600**

**Lot Twelve (12) and the West 8.25 feet of Lot 1, M. Orth's Addition No. 6, Village of Random Lake,  
Sheboygan County, Wisconsin.**

**Tax Key No. 59176743610**



ENLARGED SITE PLAN



SCALE: 1"=10'-0"



VERIZON WIRELESS  
 PERSONAL COMMUNICATIONS LP  
 d/b/a VERIZON WIRELESS  
 5125 W. RYERSON RD.  
 NEW BERLIN, WISCONSIN 53151  
 PHONE: (414) 390-5220

**Fullerton**  
 Engineering Consultants  
 3100 E. Hogan Rd. Suite 100  
 Racine, WI 53400  
 Tel: 614-792-6700  
 Fax: 614-792-6705

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SITE NAME:  
 RANDOLPH LAKE WI  
 LOCATION NUMBER:  
 147242  
 SITE ADDRESS:  
 6711 ST. BUTLER ST.  
 RANDOLPH LAKE WI 53105

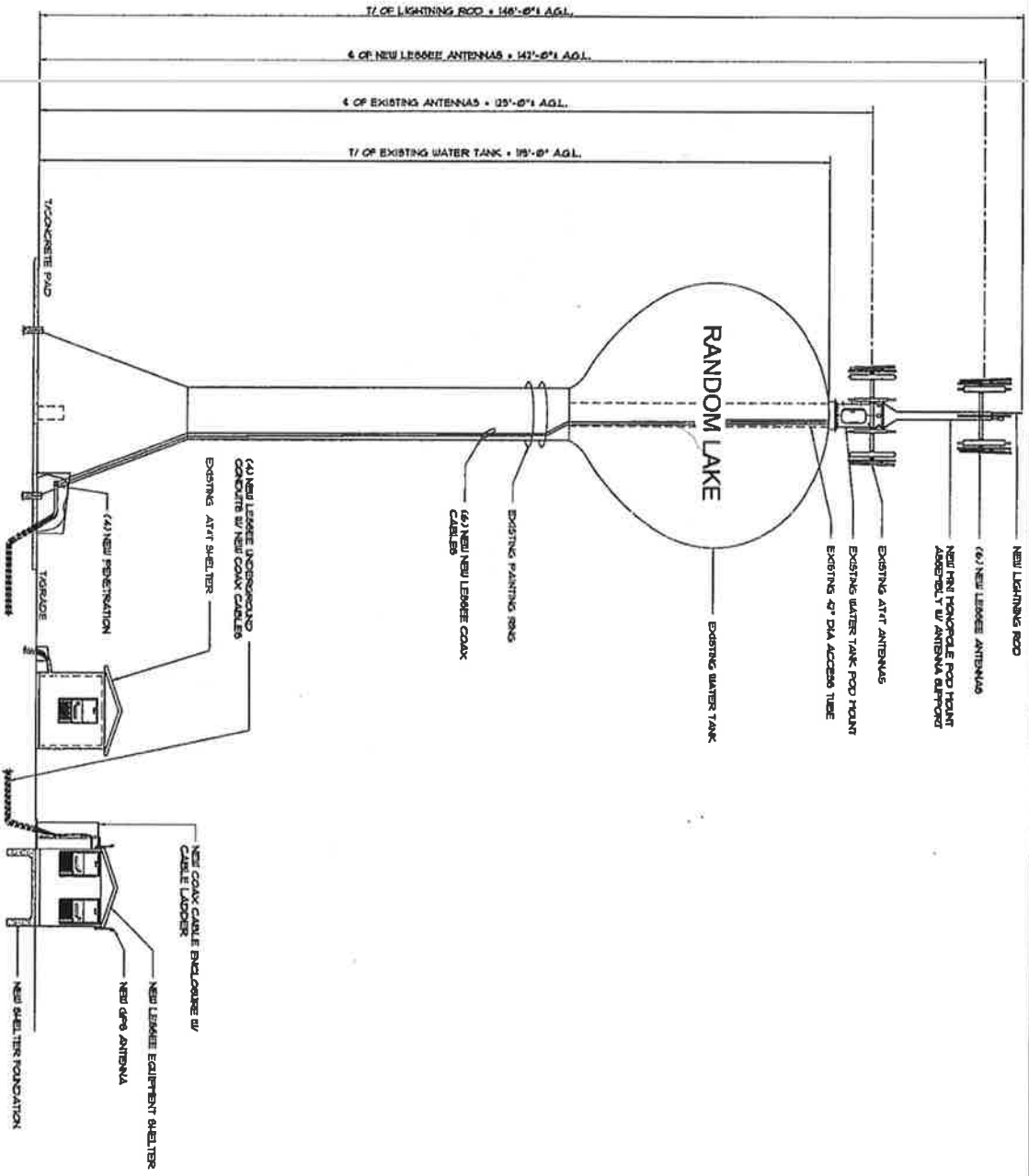
DATE	REVISIONS

CHECKED BY: \_\_\_\_\_  
 APPROVED BY: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_  
 EXPIRATION DATE: \_\_\_\_\_

SHEET TITLE:  
 ENLARGED SITE PLAN  
 SHEET NUMBER:  
 L-2

**SITE ELEVATION**



SCALE: N.T.S. 1

**VERIZON WIRELESS  
PERSONAL  
COMMUNICATIONS LP**  
d/b/a VERIZON WIRELESS  
5725 W. RYERSON CT.  
NEW BERLIN  
WISCONSIN 53151  
PHONE: (414) 390-5220

**Fullerton**  
Engineering Consultants  
5100 S. Maple Rd. Suite 200  
Racine, WI 53400  
Tel: 847-727-6000  
Fax: 847-727-6005

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**SITE NAME**  
RANDOM LAKE WI  
**LOCATION NUMBER**  
147242  
**SITE ADDRESS**  
47H ST. 4 MILES SW AT  
RANDOM LAKE, WI 53765

DATE	REVISIONS
09/29/09	LEAVE EXHIBIT DR

DRAWN BY: [ ]  
CHECKED BY: [ ]  
APPROVED BY: [ ]

DATE SKETCHED: \_\_\_\_\_  
DEPICTION DATE: \_\_\_\_\_

SHEET TITLE  
**SITE ELEVATION**

SHEET NUMBER  
**L-3A**

600-00-48200

January 19<sup>th</sup>, 2009

5 year \$15,000

2% annual increase

4 additional 5 year terms

5 year term thereafter - 11500

June June

\$ 15,000	19, 2009 -	18 2010	
15,300	19, 2010 -	18 2011	
15,606	19, 2011 -	18, 2012	1st term
15,918.12	19, 2012 -	18, 2013	
<u>16,236.48</u>	<u>19, 2013 -</u>	<u>18, 2014</u>	
16,561.21	19, 2014 -	18, 2015	
16,892.43	19, 2015 -	18, 2016	
17,230.28	19, 2016 -	18, 2017	2nd term
17,574.89	19, 2017 -	18, 2018	
<u>17,926.39</u>	<u>19, 2018 -</u>	<u>18, 2019</u>	
18,284.92	19, 2019 -	18, 2020	
18,650.62	19, 2020 -	18, 2021	
19,023.63	19, 2021 -	18, 2022	3rd term
19,404.10	19, 2022 -	18, 2023	
<u>19,792.18</u>	<u>19, 2023 -</u>	<u>18, 2024</u>	
20,188.02	19, 2024 -	18, 2025	
20,591.78	19, 2025 -	18, 2026	
21,003.62	19, 2026 -	18, 2027	4th term
21,423.69	19, 2027 -	18, 2028	
<u>21,852.14</u>	<u>19, 2028 -</u>	<u>18, 2029</u>	
22,289.20	19, 2029 -	18, 2030	
22,734.98	19, 2030 -	18, 2031	5th term
23,189.68	19, 2031 -	18 2032	Final term

June

June

23,653.47

19, 2032 -

- 18, 2033

24,126.54

19, 2033 -

18, 2034

27,745.52

19, 2034 -

18, ~~2035~~ 2039

31,907.35

19, 20~~35~~<sup>37</sup> -

+ 18, ~~2037~~ 2044

36,693.45

19, 2044 -

18, 2049

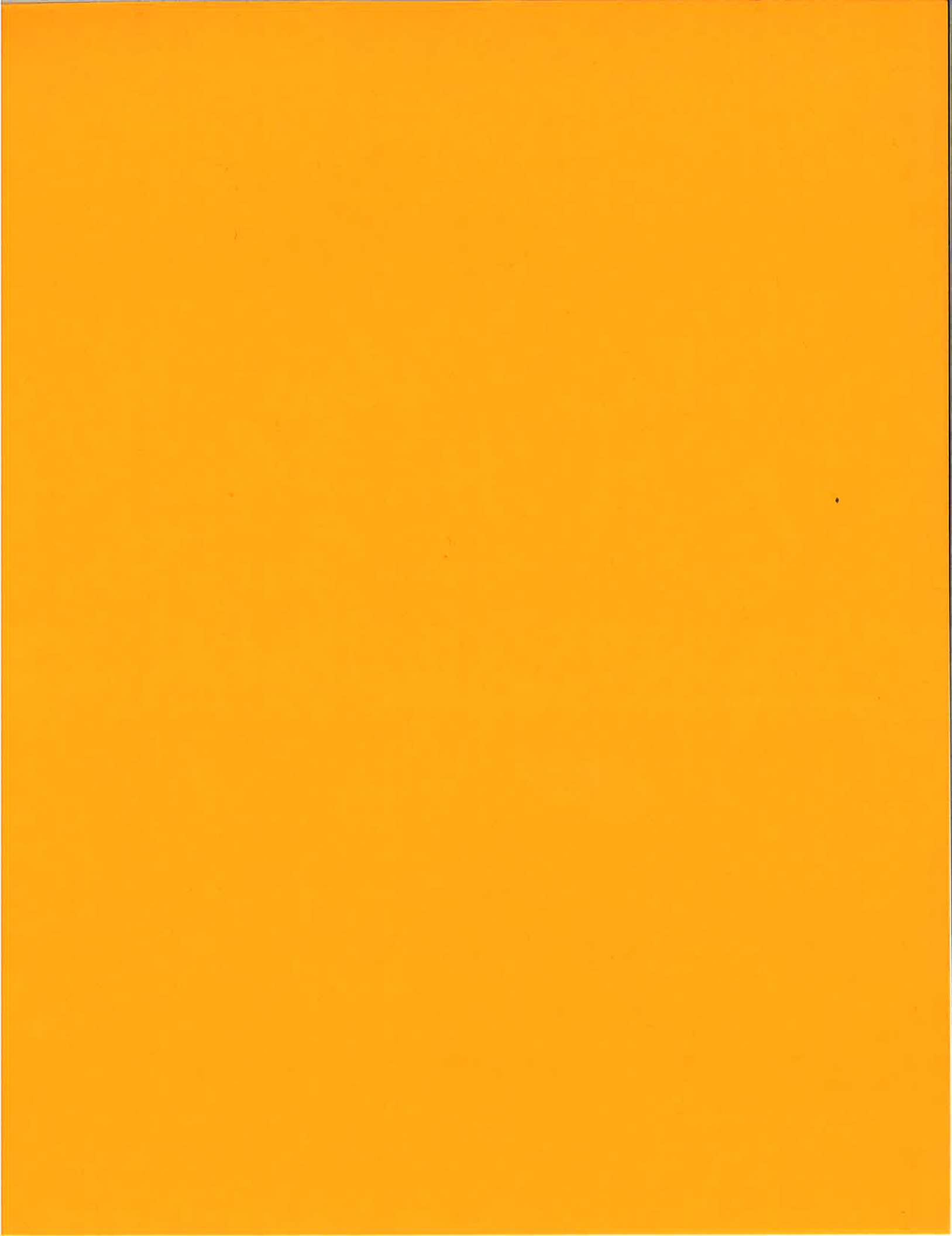
Verizon Wireless

attn: network real estate

180 Washin Valley Rd

Bedminster NJ 07921

possibly original signed in Jun 2009  
- letter sent to get verification





# COMMERCIAL LEASE AGREEMENT

**This LEASE AGREEMENT (hereinafter referred to as the “Agreement” of the “Lease”) is made and entered into on 12/18/2023, by and between Random Lake Investments LLC (hereinafter referred to as “LANDLORD”) and The Village of Random Lake (hereinafter referred to as “TENANT”). No other tenants are allowed without the written consent of the LANDLORD, or the execution of a new lease agreement.**

**WHEREAS**, the LANDLORD is the proprietor of the real estate property located at 430 1<sup>st</sup> Street, Random Lake, Wisconsin 53075 in Sheboygan County (hereinafter referred to as the “Premises”); and

**WHEREAS**, the LANDLORD wishes to lease [north warehouse section](#) of the Premises to the TENANT upon the terms and conditions contained in this Agreement; and

**WHEREAS**, the TENANT wishes to lease the Premises from the LANDLORD upon the terms and conditions contained herein;

**NOW, THEREFORE**, in consideration of the covenants and obligations contained herein, and for other food and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## SECTION 1: TERM

The lease terms begin 01/01/2024 (hereinafter referred to as the “Commencement Date”) and shall terminate at 12 o’clock midnight on 12/31/2024. The TENANT shall vacate the premises upon termination of the Agreement, unless

- (i) The LANDLORD and the TENANT have agreed to extend this Agreement or have signed a new lease agreement.
- (ii) The LANDLORD accepts further rent from the TENANT (other than past due rent); in which case a month-to month tenancy shall be created which either party may terminate by a thirty (30) day written notice.

In the event a month-to-month tenancy results, rent shall be at a rate agreed to by the LANDLORD and the TENANT, or as allowed by law; all other terms and conditions of this Agreement shall remain in full force and effect.

## SECTION 2: PAYMENTS

“Rent” shall mean all monetary obligations owed by the TENANT to the LANDLORD under the terms, of this Agreement.

**Amount:** The total monthly rent for the duration of this Agreement is the sum of \$500.00 per month.

**Due Date:** Rent is payable within 30 days of the issuance of an invoice.

**Security Deposit:** none

**Payment Information:** All rent payments due under this Agreement shall be made directly to the LANDLORD at LANDLORD's address listed here: 25 Hickory Dr, Random Lake, WI 53075, or any other location subsequently specified by the LANDLORD in writing to the TENANT, on or before its due date and without demand.

### **SECTION 3: DAMAGE TO PREMISES & INSURANCE**

If, by no fault of the TENANT, the Premises are totally or partially damaged or destroyed by fire, earthquake, flood, storm, accident, civil commotion, or other unavoidable cause so as to render the Premises totally or partially uninhabitable, either the LANDLORD or the TENANT may terminate this Agreement by giving the other prompt written notice. Rent shall be prorated for a thirty (30) day period based upon the date the Premises became totally or partially uninhabitable, and the prorated amount shall become the then-current monthly rent until the Premises are returned to their original condition. If the Agreement is not terminated, the LANDLORD shall promptly repair the damage, and the Rent shall be reduced based on the extent to which the damage interferes with the TENANT's reasonable use of the Premises. If damage occurs as a result of an act of the TENANT or the TENANT's guests, only the LANDLORD shall have the right of termination, and no reduction in Rent shall be made. In such a case, the TENANT shall be responsible for all costs made necessary to repair the Premises.

The TENANT is advised to carry TENANT's own insurance (i.e., Renter's Insurance) to protect the TENANT's property from any such loss or damage. The TENANT's or guests' personal property and vehicles are not insured by the LANDLORD against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent act of others, or any other cause. Nevertheless, the TENANT shall comply with any requirement imposed on the TENANT by the LANDLORD's insurer to avoid

- (i) An increase in LANDLORD's insurance premium (or TENANT shall pay for the increase in premium)
- (ii) Loss of insurance

**Taxes:** The LANDLORD is responsible for paying and maintaining the Real Estate Taxes.

**Utility:** The LANDLORD is responsible for paying and maintaining the utilities.

#### **SECTION 4: USES OF THE PREMISES**

The premises shall be used and occupied by the TENANT for storage uses, and not part of the Premises shall be used at any time during the term of this Agreement by the TENANT for the purpose of carrying on any business, profession, or trade of any kind. The TENANT shall comply with any and all laws, ordinances, rules, and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

The TENANT shall not keep on the Premises any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

#### **SECTION 5: CONDITION OF PREMISES; IMPROVEMENTS**

The TENANT hereby stipulates, represents, and warrants that the TENANT has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and habitable condition.

**Improvements & Alterations:** The TENANT shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of the LANDLORD. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by the TENANT shall, unless otherwise provided by written agreement between the LANDLORD and the TENANT, be and become the property of the LANDLORD and remain on the Premises at the expiration or early termination of this Agreement. Should the TENANT fail to obtain the LANDLORD's written consent for such alterations or improvements, then the LANDLORD may charge the TENANT for restoration of the Premises to the condition it was in prior to any alterations or improvements. The TENANT shall not be allowed to make any repairs, alterations, or improvements in or about the Premises including but not limited to: painting, adding or changing locks, placing signs, using of screws or fastening devices. The LANDLORD shall not be responsible for costs of alterations or repairs made by the TENANT, and the TENANT shall not be allowed to deduct from the Rent the costs of any such repairs, alterations or improvements done without the LANDLORD's consent. Any unilateral deduction made by the TENANT shall be considered unpaid rent.

#### **SECTION 6: KEYS; LOCKS**

The TENANT shall be issued a key to the property. In the event the TENANT loses a key, the TENANT shall be required to pay all costs and charges related to loss of any keys or opening devices.

## **SECTION 7: NO ASSIGNMENT OR SUB-LETTING**

The TENANT shall not assign this Agreement or sublet or grant any license to use the Premises or any part thereof without the prior written consent of the LANDLORD. Unless such consent is obtained, any assignment, transfer, or subletting of the Premises or of the Agreement or tenancy, by voluntary act of the TENANT, by operation of law and otherwise, shall, at the option of the LANDLORD, terminate this Agreement. Any proposed assignee, transferee or sub-TENANT shall submit to the LANDLORD for approval, if approved, sign a separate written agreement with the LANDLORD and the TENANT. The LANDLORD's consent on such assignment, sub-letting or license shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release the TENANT or TENANT's obligations under this Agreement. An assignment, subletting or license without the prior written consent of the LANDLORD, or an assignment or subletting by operation of law, shall be absolutely null and void and shall, at LANDLORD's option, terminate this Agreement.

## **SECTION 8: NON-DELIVERY OF POSSESSION**

In the event the LANDLORD cannot deliver possession of the Premises to TENANT upon the Commencement Date, such Date shall be extended to the date on which possession is made available to TENANT. If non-delivery of possession is through no fault of the LANDLORD or its agents, then the LANDLORD or its agents shall have no liability, but the rent provided for herein shall be abated until possession is given. The LANDLORD or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, the TENANT hereby agrees to accept the Premises and pay the rent stated herein from that date forward. In the event possession cannot be delivered within thirty (30) days, through no fault of LANDLORD or its agents, then the TENANT may terminate this Agreement by giving written notice to the LANDLORD, and the TENANT shall be refunded all Rent and security deposit paid, if any. Possession is deemed terminated when the TENANT has returned all keys to the Premises to the LANDLORD.

## **SECTION 9: EARLY TERMINATION OF LEASE**

During the initial terms of this Agreement or any extension thereof, the LANDLORD may terminate the tenancy on the following grounds:

- a) Serious or repeated violations of the terms and conditions of this Agreement;
- b) Violation of Federal, State, or local law that imposes obligations on the TENANT in connection with the occupancy or use of the Premise;
- c) Any criminal activity
- d) Non-payment of rent or repeated failure to pay rent on a timely manner;

- e) Interfering with the management of the property or causing an undue financial burden on the property; or
- f) Other good cause.

After the initial term of this Agreement, or in case of a month-to month tenancy, the TENANT may terminate the Lease within ~~fifteen (15)~~ **thirty (30)** calendar days written notice.

In addition to the above, the LANDLORD and the TENANT may mutually agree to terminate the Lease subject to any agreed upon terms of a subsequent "Release Agreement."

The LANDLORD must give the TENANT a notice that specifies the grounds for terminations of the tenancy. The notice of grounds must be given at or before commencement of any eviction action. The notice of grounds may be included, in or may be combined with, any eviction notice to the TENANT. The LANDLORD's eviction notice means a notice to vacate, or a complaint under State or local law to commence an eviction action. The LANDLORD may only evict the TENANT from the Premises by instituting a court action.

#### **SECTION 10: TENANT'S OBLIGATIONS UPON VACATING PREMISES**

Upon the termination of this Agreement, the TENANT shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excluded.

Specifically, upon the termination of the Agreement, the TENANT shall:

- a) Give the LANDLORD all copies of all keys or opening devices to the Premises;
- b) Vacate and surrender the Premises to the LANDLORD, empty of all persons and personal property;
- c) Vacate any and all storage spaces;
- d) Clean and deliver the Premises to the LANDLORD in the same condition as they were received;
- e) Give written notice to LANDLORD of the TENANT's forwarding address.

#### **SECTION 11: NOTICE**

Any notice required or permitted to be given under this agreement shall be sufficient if in writing either by personal delivery or by certified mail, postage prepaid, addressed to the parties at the following addresses or at such other address as either may designate on written notice:

25 Hickory Dr, Random Lake, WI 53075

#### **SECTION 12: ASSIGNMENT**

This agreement and all questions arising in connection herewith shall be governed by the laws of the State of Wisconsin.

**SECTION 13: GOVERNING LAW**

This agreement and all questions arising in connection herewith shall be governed by the laws of the State of Wisconsin.

**SECTION 14: ENTIRE AGREEMENT**

This contract contains the entire agreement between the parties regarding this matter. This agreement can only be modified by another written agreement signed by parties and their respective heirs, legal representatives, successors, and assigners.

**SECTION 15: EFFECTIVE DATES**

This contract shall be effective January 1, 2024, through December 31, 2024, upon passage by the Board of Trustees of the Village of Random Lake.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**LANDLORD**

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

\_\_\_\_\_

Date: \_\_\_\_\_

**VILLAGE OF RANDOM LAKE**

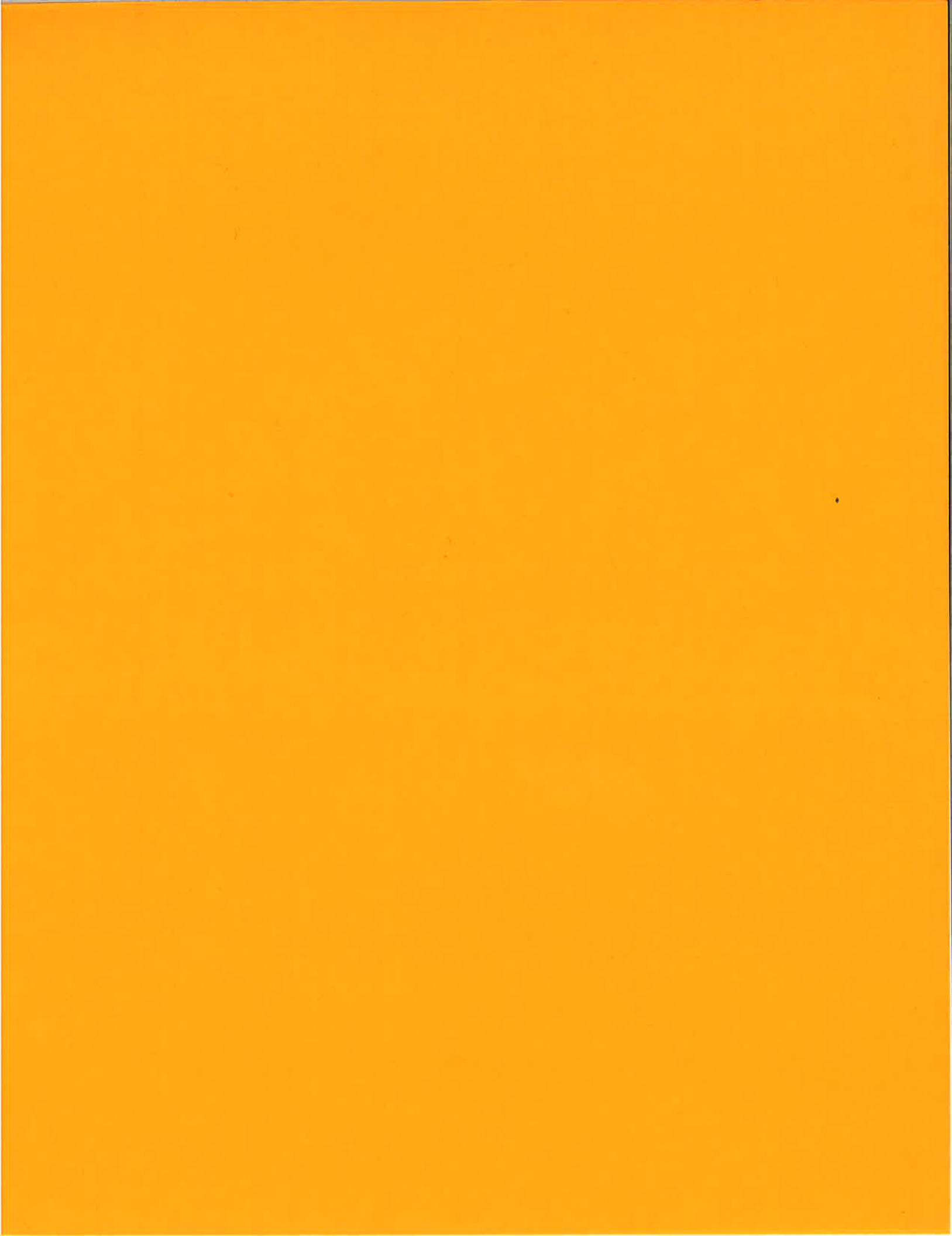
By: \_\_\_\_\_

Michael San Felippo, President

Date: \_\_\_\_\_

**ATTESTED:**

\_\_\_\_\_  
Stephanie Waala, Clerk/Treasurer





# UTILITY BILL POLICY & PROCEDURES

## Monthly Meter Readings

- Between the 10<sup>th</sup> and 15<sup>th</sup> of each month the Department of Public Works (DPW) will collect the readings of all the water meters within the village.
- Readings are to be reviewed by village staff for discrepancies and/or high readings.
- When high readings are found, a letter will be sent to the property owner informing them of the high usage.

## Monthly Billing Information

- Each month, 20 days prior to the following month's 15<sup>th</sup> day, the utilities bills will be created.
- These bills are created based upon information received from the DPW during their monthly meter readings conducted between the 10<sup>th</sup> and 15<sup>th</sup>.
- Each bill will contain
  - the customers billing address as provided by the customer
  - time period of readings
  - usage during that time period
  - service and/or additional fees, when applicable
  - payment due date and amount due when late fee applied
  - listing of all fees and their rates per meter
- Payment of bills is due on the 15<sup>th</sup> of the month, unless otherwise stated on the bill due to weekends or holidays.

## Fees

- A 1% penalty will be applied after the due date to the full balance due on the account.
- On October 15<sup>th</sup> of each year, notices will be sent to all delinquent users as of September 30<sup>th</sup>. Payment of the overdue balances not paid by November 1<sup>st</sup> will be subject to a 10% penalty. Overdue balances not received by November 15<sup>th</sup> will be forwarded to Sheboygan County for payment to be collected on the annual tax bills as a special charge.
- A \$50 fee will be assessed to the account when a payment has been returned to the village due to insufficient funds. (\$30 water, \$20 sewer)
- Reconnection requests during normal business hours shall be \$30.
- Reconnection requests after normal business hours shall be \$50.

## Disconnection of Services

- Payment of bills is due on the 15<sup>th</sup> of the month, unless otherwise stated on the bill due to weekends or holidays.
- Notice of Disconnect will be mailed 2 days after the payment due date.
- Account users will have 10 days to pay the balance due or service will be disconnected.
- If a medical emergency occurs within the home, disconnection will be extended to 21 days with the receipt of a signed statement from a medical official.





# UTILITY BILL POLICY & PROCEDURES

## **Deferred Payment Agreement**

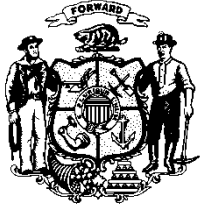
- If a user is unable to pay the full balance due on their account in the allotted time they may enter into an agreement.
- Payment of the remainder of the outstanding balance in weekly installments over a 1-month period.
- Entering into an agreement does not relieve a customer of the obligation to timely and completely pay all other utility charges/bills sent out during the agreement timeframe.

## **Disputes**

- Acceptable disputes are to only include high usage due to a faulty meter.
- All disputes shall be submitted to village hall, in writing, within 10 days following receipt of notice.
- The written dispute shall state the nature of the dispute and secondary evidence from a licensed plumber.
- When a valid dispute is received, the DPW will have 5 days to come to a decision based on the information presented. During this time additional requests may be made by the DPW for further clarification.
- If the decision of DPW is unsatisfactory, the customer, within 10 days may make a written request for a hearing with the Public Works Committee.
- At the conclusion of the hearing of the Public Works Committee, the decision of the committee is final and binding.
- If a dispute is submitted in an untimely manner or the customer has previously submitted a dispute, said dispute will be rejected.

## **Deduct Meters**

- Purchasing of deduct meters can be done at village hall. Price is dependent upon the cost of the meter at time of sale.
- Around the 1<sup>st</sup> of the month these meter readings will be sent to village hall via, calling in, emailing in, written on utility stub w/payment, or through the village website.
- If it is unclear as to what the reading is given verbally, it can be required of properties to send a photo of the meter for verification.
- The difference of the current and prior reading will be credited on the next bill as a sewer credit at the current rate being charged.
- When users move out of the village and the reading results in a positive balance on the account, the refund of the credit will be mailed to the forwarding address.



# Public Service Commission of Wisconsin

Rebecca Cameron Valcq, Chairperson  
Ellen Nowak, Commissioner  
Tyler Huebner, Commissioner

4822 Madison Yards Way  
P.O. Box 7854  
Madison, WI 53707-7854

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June 30, 2022

Ms. Stephanie Waala, Clerk/Treasurer  
Random Lake Municipal Water Department  
PO Box 344  
Random Lake, WI 53075-0344

Re: Application of the Village of Random Lake, Sheboygan County, Wisconsin, as a Water Public Utility, for Authority to Adjust Water Rates 4930-WR-104

Dear Ms. Waala:

On June 21, 2022, the Public Service Commission (Commission) issued its Final Decision in Docket 4930-WR-104 for new rates and rules for the Random Lake Municipal Water Department (Utility). On June 29, 2022, the Utility filed a letter stating it has adopted the rates and rules authorized by the Commission and will make the rates effective for service beginning July 10, 2022.

The Commission has placed the new rates and rules on file as Amendment 16. Attached is a copy of the Amendment for the Utility's records. Also attached is a sheet that indicates the schedules that have been amended, deleted, or have remained unchanged as authorized by the Commission's Final Decision. Please refer to this sheet in updating the Utility's copy of the rate file.

The Utility must make the current rates and rules available for public inspection and review at the Utility's office(s) 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 file of its previous rates and rules permanently.

If you have any questions, please contact me.

Sincerely,

Andrew Fisher  
Public Utility Rate Analyst  
Public Service Commission of Wisconsin  
Division of Water Utility Regulation and Analysis  
(608) 266-3905 | [Andrew.Fisher@wisconsin.gov](mailto:Andrew.Fisher@wisconsin.gov)

ALF:DL:01896312

Docket 4930-WR-104

**Random Lake Municipal Water Department**

**Authorized Water Rates and Rules**

Docket 4930-WR-104

**Random Lake Municipal Water Department**

**Water Rate File Changes**

**New**

X-4

**Amended**

F-1

Upf-1

Mg-1

Mg-1S1

Mg-1S2

OC-1

Mpa-1

Ug-1

Sg-1

BW-1

R-1

Cz-1

X-1

X-2

X-3

**Deleted**

Mg-2

**Public Service Commission of Wisconsin**

**Random Lake Municipal Water Department**

**Public Fire Protection Service**

Public fire protection service shall include 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.

Quarterly Public Fire Protection Service Charges:

5/8 - inch meter:	\$ 32.19	3 - inch meter:	\$ 483.00
3/4 - inch meter:	\$ 32.19	4 - inch meter:	\$ 804.00
1 - inch meter:	\$ 80.49	6 - inch meter:	\$ 1,611.00
1 1/4 - inch meter:	\$ 119.13	8 - inch meter:	\$ 2,574.00
1 1/2 - inch meter:	\$ 160.98	10 - inch meter:	\$ 3,864.00
2 - inch meter:	\$ 258.00	12 - inch meter:	\$ 5,151.00

Customers who are provided service under Schedules Mg-1, Mg-1S1, Mg-1S2, Ug-1, or Sg-1 shall also be subject to the charges in this schedule according to the size of their primary meter.

Billing: Same as Schedule Mg-1.

**Public Service Commission of Wisconsin**

**Random Lake Municipal Water Department**

**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.

Quarterly Private Fire Protection Service Demand Charges:

2 - inch or smaller connection:	\$	30.00
3 - inch connection:	\$	54.00
4 - inch connection:	\$	90.00
6 - inch connection:	\$	180.00
8 - inch connection:	\$	285.00
10 - inch connection:	\$	429.00
12 - inch connection:	\$	570.00
14 - inch connection:	\$	714.00
16 - inch connection:	\$	855.00

Billing: Same as Schedule Mg-1.

**Public Service Commission of Wisconsin**

**Random Lake Municipal Water Department**

**General Service - Metered**

Quarterly Service Charges:

5/8 - inch meter:	\$	30.00	3 - inch meter:	\$	225.00
3/4 - inch meter:	\$	30.00	4 - inch meter:	\$	381.00
1 - inch meter:	\$	51.00	6 - inch meter:	\$	471.00
1 1/4 - inch meter:	\$	66.00	8 - inch meter:	\$	585.00
1 1/2 - inch meter:	\$	81.00	10 - inch meter:	\$	720.00
2 - inch meter:	\$	120.00	12 - inch meter:	\$	900.00

Plus Volume Charges:

All water used quarterly: \$3.41 per 1,000 gallons

Billing: Bills for water service are rendered 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 will be applied to the total unpaid balance for utility service, including unpaid late payment charges. The 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. Adm. Code ch. PSC 185.

Combined Metering: Volumetric meter readings will 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 not discharged into the sanitary sewer are not considered for utility convenience and shall not be combined for billing. This requirement does not preclude the utility from combining readings when metering configurations support such an approach. Meter readings from individually metered separate service laterals shall not be combined for billing purposes.

**RATE FILE**

Sheet No. 1 of 1

Schedule No. Mg-1S1

Amendment No. 16

**Public Service Commission of Wisconsin**

**Random Lake Municipal Water Department**

**General Service – Metered – Lakeside Foods**

Quarterly Service Charges:

5/8 - inch meter:	\$	30.00	3 - inch meter:	\$	225.00
3/4 - inch meter:	\$	30.00	4 - inch meter:	\$	381.00
1 - inch meter:	\$	51.00	6 - inch meter:	\$	471.00
1 1/4 - inch meter:	\$	66.00	8 - inch meter:	\$	585.00
1 1/2 - inch meter:	\$	81.00	10 - inch meter:	\$	720.00
2 - inch meter:	\$	120.00	12 - inch meter:	\$	900.00

Plus Volume Charges:

All water used quarterly: \$3.59 per 1,000 gallons

Billing: Same as Mg-1.

Combined Metering: Same as Mg-1.



**RATE FILE**

Sheet No. 1 of 1

Schedule No. Mg-1S2

Amendment No. 16

**Public Service Commission of Wisconsin**

**Random Lake Municipal Water Department**

**General Service – Metered – Krier Foods**

Quarterly Service Charges:

5/8 - inch meter:	\$	30.00	3 - inch meter:	\$	225.00
3/4 - inch meter:	\$	30.00	4 - inch meter:	\$	381.00
1 - inch meter:	\$	51.00	6 - inch meter:	\$	471.00
1 1/4 - inch meter:	\$	66.00	8 - inch meter:	\$	585.00
1 1/2 - inch meter:	\$	81.00	10 - inch meter:	\$	720.00
2 - inch meter:	\$	120.00	12 - inch meter:	\$	900.00

Plus Volume Charges:

All water used quarterly: \$2.14 per 1,000 gallons

Billing: Same as Mg-1.

Combined Metering: Same as Mg-1.

**Public Service Commission of Wisconsin**

**Random Lake Municipal Water Department**

<b>Other Charges</b>
----------------------

Payment Not Honored by Financial Institution Charge: The utility shall assess a \$30.00 charge when a payment rendered for utility service is not honored by the customer's financial institution. This charge may not be in addition to, but may be inclusive of, other such charges when the payment was for multiple services.

Billing: Same as Schedule Mg-1.

**Public Service Commission of Wisconsin**

**Random Lake Municipal Water Department**

<b>Public Service</b>
-----------------------

Metered Service

Water used by the Village of Random Lake 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.

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, excluding any service charges.

Billing: Same as Schedule Mg-1.

**Public Service Commission of Wisconsin**

**Random Lake Municipal Water Department**

**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 10,000 gallons of water quarterly under Schedule Mg-1, including the service charge for a 5/8-inch meter. If the utility determines that actual usage exceeds 10,000 gallons of water quarterly, 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.

**Public Service Commission of Wisconsin**

**Random Lake Municipal Water Department**

<b>Seasonal Service</b>
-------------------------

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, Schedule Ug-1, or Schedule Am-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.

**Public Service Commission of Wisconsin**

**Random Lake Municipal Water Department**

<b>Bulk Water</b>
-------------------

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 \$30.00 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.

**RATE FILE**

Sheet No. 1 of 1

Schedule No. R-1

**Public Service Commission of Wisconsin**

Amendment No. 16

**Random Lake Municipal Water Department**

<b>Reconnection Charges</b>
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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: \$30.00

After normal business hours: \$50.00

Billing: Same as Schedule Mg-1.

**RATE FILE**

Sheet No. 1 of 1

Schedule No. Cz-1

Amendment No. 16

**Public Service Commission of Wisconsin**

**Random Lake Municipal Water Department**

<b>Water Lateral Installation Charge</b>
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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.



**Public Service Commission of Wisconsin**

**Random Lake Municipal Water Department**

**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.

**Public Service Commission of Wisconsin**

**Random Lake Municipal Water Department**

**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.

**Public Service Commission of Wisconsin**

**Random Lake Municipal Water Department**

**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.

**Public Service Commission of Wisconsin**

**Random Lake Municipal Water Department**

**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 or Schedule X-4, if applicable.

Thawing Frozen Service Laterals

See Wis. Admin. Code § PSC 185.88 or Schedule X-4, if applicable.

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.

**Public Service Commission of Wisconsin**

**Random Lake Municipal Water Department**

**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.

**Random Lake Municipal Water Department****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.

**Public Service Commission of Wisconsin**

**Random Lake Municipal Water Department**

**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 or Schedule X-4, if applicable.

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.

**Random Lake Municipal Water Department**

**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 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)



**Public Service Commission of Wisconsin**

**Random Lake Municipal Water Department**

**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.

**Random Lake Municipal Water Department**

**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 811.06.

**Public Service Commission of Wisconsin**

**Random Lake Municipal Water Department**

**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 paragraph A.
  - 2. Part of the contribution required in paragraph 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 paragraph 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 paragraph 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 paragraph A.

**Public Service Commission of Wisconsin**

**Random Lake Municipal Water Department**

**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.

**Public Service Commission of Wisconsin**

**Random Lake Municipal Water Department**

**Water Customer Supplemental 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.

Thawing Frozen Service Laterals

See Wis. Admin. Code § PSC 185.88.

Deferred Payment Agreement

The utility shall offer deferred payment agreements to residential accounts and may offer such agreements to other customers. However, the utility will not offer a deferred payment agreement to a residential customer who is a tenant if any of the following criteria applies:

- The residential tenant has greater than \$100 of account arrearages that are more than 90 days past due for utilities that bill monthly, or for utilities that do not bill monthly, has greater than \$100 of account arrearages that are past due for more than two billing cycles.
- The tenant has defaulted on a deferred payment agreement in the past 12 months. This criterion only applies to deferred payment agreements and not to other types of payment extensions or agreements.