

**AGREEMENT BETWEEN THE BLUE SPRING LAKE SANITARY DISTRICT AND
THE VILLAGE OF PALMYRA
FORCE MAIN TRANSFER AND SHARED USE AGREEMENT**

This Force Main Transfer and Shared Use Agreement ("Agreement") is entered into as of August ____, 2026 ("Effective Date"), by and between the Village of Palmyra, Wisconsin, a Wisconsin municipal corporation ("Village"), and the Blue Spring Lake Management District, a Wisconsin Lake Management District ("District").

WHEREAS, the District owns and operates a sanitary sewer collection and conveyance system, including a force main serving portions of the District; and

WHEREAS, the Village is constructing a new sanitary sewer lift station and associated facilities to convey wastewater from areas within the Village ("New System"); and

WHEREAS, the parties desire to transfer ownership of a portion of the District's existing force main to the Village while allowing both parties to continue conveying wastewater through the transferred facilities; and

WHEREAS, the parties have determined that the transfer and continued shared use of the force main is in the mutual interest of both parties and their respective utility customers.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. TRANSFER OF FORCE MAIN

A. Transfer Area

The District shall transfer to the Village ownership of the portion of the sanitary sewer force main depicted on the Force Main Connection Schematic attached hereto as Exhibit A ("Transferred Force Main") incorporated herein by reference. Specifically, the Transferred Force Main will begin as shown on Forcemain Sheet U 18 (Construction Bulletin #2 dated 6/23/2026) attached hereto as Exhibit B incorporated herein by reference and notated as "1 – CONNECT TO EXISTING PVC FORCEMAIN INCLUDES BENDS, SLEEVES, ETC." ("Disconnection Point").

B. Conveyance Documentation

The parties shall execute such bills of sale, easement assignments, conveyance documents, and other instruments as may reasonably be necessary to effectuate the transfer contemplated by this Agreement.

C. Compensatory Payment

As consideration for the transfer of the Transferred Force Main and the rights granted herein, the Village shall pay the District the sum of Fifteen Thousand Dollars (\$15,000.00). Such payment shall be made within ten (10) business days following approval, execution, and delivery of this Agreement and all associated transfer documentation by both parties.

II. CONDITION OF TRANSFER

A. Transfer "As Is"

The Village acknowledges and agrees that the Transferred Force Main is being conveyed in its existing condition, **"AS IS, WHERE IS, WITH ALL FAULTS."**

B. No Warranties

The District makes no representations or warranties, express or implied, concerning:

- a. The condition of the Transferred Force Main;
- b. Its suitability for any particular purpose;
- c. Remaining useful life;
- d. Capacity;
- e. Structural integrity; or
- f. Compliance with any law, code, permit, or regulation.

All warranties, including warranties of merchantability and fitness for a particular purpose, are expressly disclaimed.

C. No Inspection Requirement

The District shall have no obligation to perform any inspection, testing, evaluation, cleaning, televising, engineering review, or condition assessment of the Transferred Force Main prior to transfer.

D. No Repair Obligation

The District shall have no obligation to repair, replace, rehabilitate, improve, or contribute financially toward any repair, maintenance, replacement, or improvement of the Transferred Force Main, whether arising before or after the Effective Date.

III. OPERATION AND MAINTENANCE

A. Village Ownership

Upon transfer, the Village shall become solely responsible for the ownership, operation, maintenance, repair, rehabilitation, replacement, and management of the Transferred Force Main. The Village shall be solely responsible for the ownership, operation, maintenance, repair, rehabilitation, replacement, and management of the New System beginning at the Disconnection Point.

B. Shared Use

The parties acknowledge that both the Village and the District shall discharge and convey wastewater through the New System. The parties acknowledge that both the Village and the District shall continue to discharge and convey wastewater through the Transferred Force Main following transfer. The Village shall permit the District's use of the New System and the continued use of the Transferred Force Main for conveyance of wastewater originating within the District, subject to the terms of this Agreement. The Village shall not charge the District for its use of the New System and its continued use of the Transferred Force Main.

C. Access

The Village shall provide the District reasonable access to facilities necessary to monitor, inspect, and verify the District's connection and use of the New System and the continued connection and use of the Transferred Force Main. The Village shall provide at least 72 hours' notice to the District of its construction of the New System at the Disconnection Point.

IV. VILLAGE LIFT STATION AND FLOW RESPONSIBILITIES

A. Village Lift Station and Associated Facilities

The Village shall construct, own, operate, maintain, repair, and replace the New System to convey wastewater entering the New System and the Transferred Force Main from the

District and Village service areas. The Village shall temporarily bypass the flow of wastewater through the Transferred Force Main in accordance with the “Coordination Notes” as stated on Forcemain Outfall Manhole Replacement Sheet U 19 (Construction Bulletin #2 dated 6/23/2026) attached hereto as Exhibit C incorporated herein by reference and the Special Procedures Sec. 33.04 attached hereto as Exhibit D incorporated herein by reference. The Village shall assign to the District any warranty for the installation of the fitting to the New System at the Disconnection Point.

B. Flow Management

The Village shall be solely responsible for the wastewater flows generated from properties connected to or served by the Village sanitary sewer system and for the District’s wastewater flow through the New System. The Village shall operate the New System in a manner that does not unreasonably interfere with the District's ability to convey wastewater through the New System and the Transferred Force Main. In the event that wastewater flows from the Village increase so as to exceed the pipe capacity of the Transferred Force Main requiring replacement, the Village shall be responsible for the costs of the replacement.

C. Regulatory Compliance

The Village shall obtain and maintain all permits, approvals, and authorizations required for operation of the New System and Transferred Force Main and shall be responsible for compliance with all applicable federal, state, and local requirements relating to those facilities.

V. POWER OUTAGE CONTINGENCY PLAN

A. Emergency Power

The Village shall maintain a permanently installed standby generator or equivalent emergency generation system capable of operating the Village's new lift station during electrical power outages.

B. Operational Readiness

The Village shall maintain the generator and associated equipment in operable condition and shall conduct routine testing consistent with manufacturer recommendations and industry standards.

C. Responsibility

The Village shall be solely responsible for all costs associated with acquisition, operation, fueling, maintenance, testing, repair, and replacement of the emergency generation system.

D. Service Continuity

The Village shall operate the emergency generation system as necessary to maintain wastewater conveyance through the New System and the Transferred Force Main during power outages.

VI. INDEMNIFICATION

To the extent authorized by Wisconsin law, each party shall be responsible for its own acts and omissions and those of its officers, employees, agents, and contractors. Nothing herein shall be construed as a waiver of any governmental immunity, limitation of liability, or defense available under Wisconsin law. Notwithstanding the foregoing, the Village shall indemnify and hold harmless the District, its officials, agents, representatives, employees, and utility customers and shall defend the same, from and against any and all liabilities, claims, losses, damages, interest, actions, suits, judgments, costs, expenses, and the like, including, without limitation, reasonable attorneys' fees and costs, whomsoever owed and by whomsoever and whenever brought or obtained, to the extent the same result from, relate to, or arise in the course of, any act or failure to act by the Village in connection with this Agreement, the New System, and the ownership, operation, maintenance, repair, and replacement of the Transferred Force Main. This indemnity shall not apply against any claims to the extent arising from the District's willful misconduct, active negligence or other willful acts or bad faith.

VII. DISPUTE RESOLUTION

The parties shall attempt in good faith to resolve disputes arising under this Agreement through discussions between authorized representatives prior to commencing litigation. Venue for any action arising from this Agreement shall be the Circuit Court for Jefferson County, Wisconsin.

VIII. MISCELLANEOUS

A. Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior negotiations and understandings. Nothing herein

may be construed to impact the Parties' Agreement for Treatment of Wastewater dated April 9, 2024.

B. Amendments

No amendment shall be effective unless in writing and executed by both parties.

C. Wisconsin Law

This Agreement shall be governed by and construed under the laws of the State of Wisconsin.

D. Severability

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

signatures on next page

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

**BLUE SPRING LAKE
MANAGEMENT DISTRICT**

VILLAGE OF PALMYRA

By: _____
Paul Canestra
District President

By: _____
Timothy Gorseger
Village President

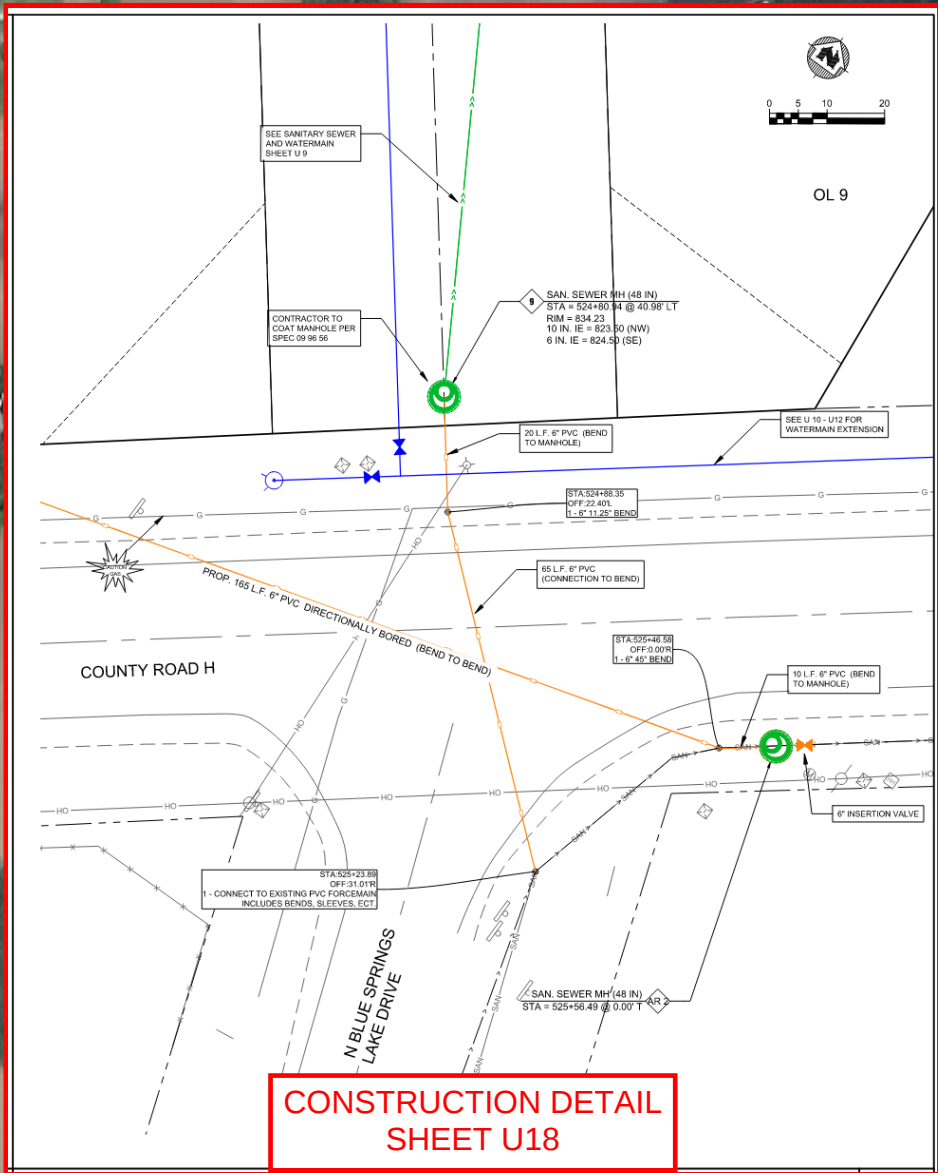
Date: _____

By: _____
Laurie Mueller
Village Clerk

Date: _____

EXHIBIT A
FORCE MAIN CONNECTION SCHEMATIC

NEXT PAGE

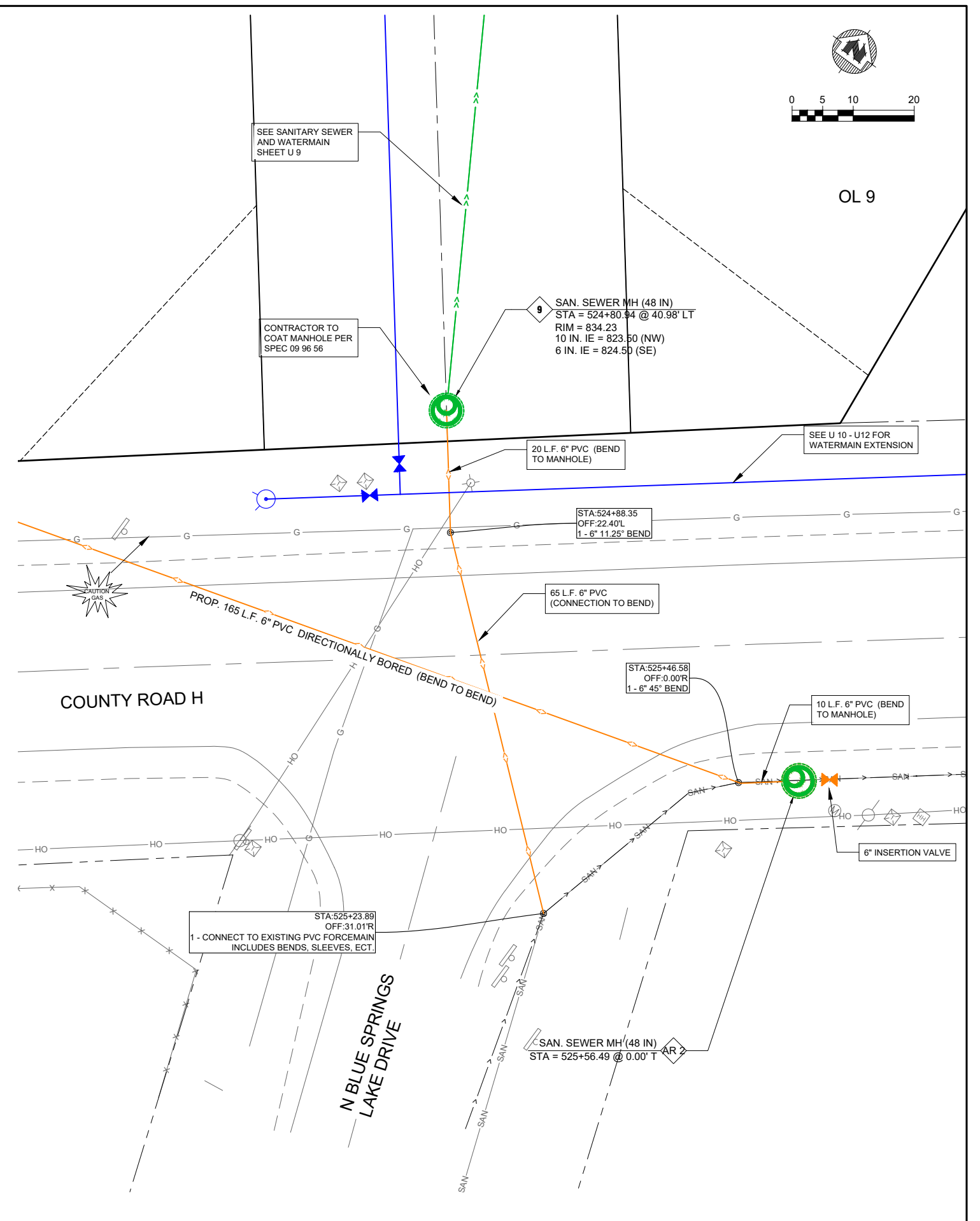


CONSTRUCTION DETAIL
SHEET U18



EXHIBIT B

FORCEMAIN SHEET U 18



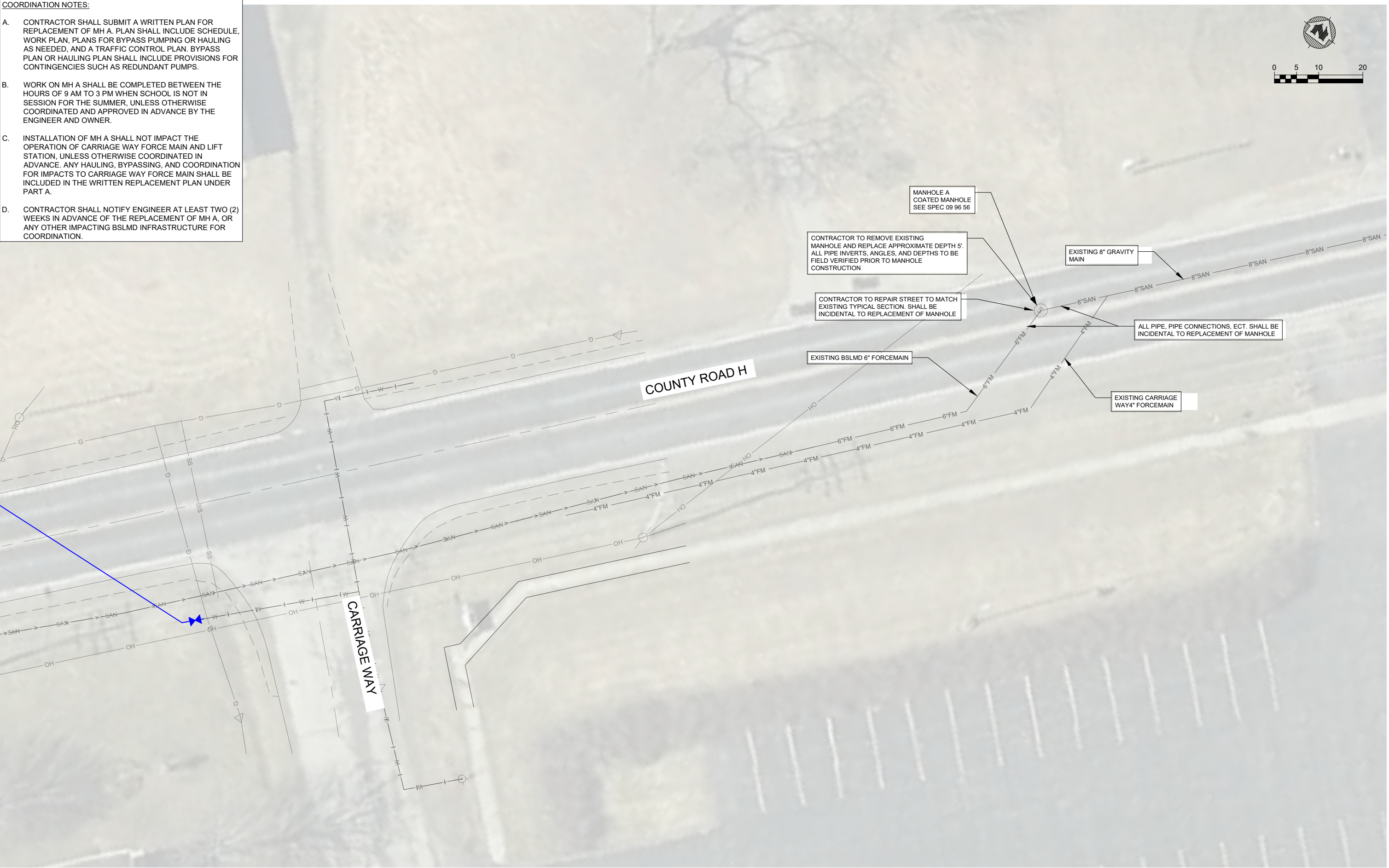
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FORCEMAIN	PROJECT NO. 00384072
	SHEET U 18

EXHIBIT C

FORCEMAIN OUTFALL MANHOLE REPLACEMENT SHEET U 19

- COORDINATION NOTES:
- A. CONTRACTOR SHALL SUBMIT A WRITTEN PLAN FOR REPLACEMENT OF MH A. PLAN SHALL INCLUDE SCHEDULE, WORK PLAN, PLANS FOR BYPASS PUMPING OR HAULING AS NEEDED, AND A TRAFFIC CONTROL PLAN. BYPASS PLAN OR HAULING PLAN SHALL INCLUDE PROVISIONS FOR CONTINGENCIES SUCH AS REDUNDANT PUMPS.
 - B. WORK ON MH A SHALL BE COMPLETED BETWEEN THE HOURS OF 9 AM TO 3 PM WHEN SCHOOL IS NOT IN SESSION FOR THE SUMMER, UNLESS OTHERWISE COORDINATED AND APPROVED IN ADVANCE BY THE ENGINEER AND OWNER.
 - C. INSTALLATION OF MH A SHALL NOT IMPACT THE OPERATION OF CARRIAGE WAY FORCE MAIN AND LIFT STATION, UNLESS OTHERWISE COORDINATED IN ADVANCE. ANY HAULING, BYPASSING, AND COORDINATION FOR IMPACTS TO CARRIAGE WAY FORCE MAIN SHALL BE INCLUDED IN THE WRITTEN REPLACEMENT PLAN UNDER PART A.
 - D. CONTRACTOR SHALL NOTIFY ENGINEER AT LEAST TWO (2) WEEKS IN ADVANCE OF THE REPLACEMENT OF MH A, OR ANY OTHER IMPACTING BSLMD INFRASTRUCTURE FOR COORDINATION.



PROJECT DATE: 02/02/2026	DRAWN BY: NWL	NO. 2	DATE 03-02-2026	REVISION ADDENDUM #2	BY JLM
	DESIGNED BY: NWL	3	04-02-2026	CONSTRUCTION BULLETIN #1	JLM
	CHECKED BY: JLM	4	06-23-2026	CONSTRUCTION BULLETIN #2	NWL
PLOT DATE: 6/23/2026 8:47 AM, G:\00\00384\00384072\CADD\Construction Documents\00384072_ForceMain_Plan.dwg					



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PUBLIC IMPROVEMENTS WESTFIELD DEVELOPMENT PH I
VILLAGE OF PALMYRA
JEFFERSON COUNTY, WISCONSIN

FORCEMAIN OUTFALL MANHOLE REPLACEMENT

PROJECT NO: 00384072
SHEET U 19

EXHIBIT D
SPECIAL PROCEDURES

- L. Installation: Water main along County Highway H from STA 600+50 north to connection to existing system shall be installed via horizontal directional drilling. Minimal disturbance to existing structures and vegetation is required.

33.03 SECTION 33 31 13 PUBLIC SANITARY UTILITY SEWERAGE PIPE

- A. Materials. Where shown on the Contract Drawings, PVC Sanitary Sewer main and all service laterals shall be SDR 35 if bury depth is <14' and SDR 35 if bury depth >14' meeting the requirements of ASTM D3034. All joints shall be elastomeric rubber gasketed push-on joints conforming to ASTM F477.
- B. Sanitary Laterals. Contractor to install a 4-inch sanitary lateral to all lots. These laterals shall be terminated with a 4" PVC cap, 4"x4" wood post, painted green, and a tracer wire terminal box. All equipment, material and labor costs required for the laterals including tracer wire, pipe, cap, terminal box, excavation, and compaction as shown on the contract drawings shall be included in the unit price bid for "Sanitary Sewer, PVC, 4-inch". Laterals shall be installed 5-feet beyond the proposed sidewalk.
- C. Lateral Risers. Risers shall be installed per construction planset. Risers may be used for shallower laterals with permission of Engineer in field. Maintain eight feet (8') of cover over sanitary laterals; riser shall not be allowed where use of riser reduces cover to less than eight feet, except to match existing lateral depth.
- D. Connect to Existing Sanitary Sewer. It shall be the contractor's responsibility to verify the location, size, depth and material of the existing sanitary sewer mains where the project plans show the proposed manholes connecting to the existing sewer mains. All costs for the connections, including but not limited to fittings, appurtenances, materials, equipment and labor required, shall be included in the unit price bid for "Connect to Existing Sanitary Sewer."
- E. Pipe embedment. Sanitary sewer pipe shall be embedded with clean stone, ¾" nominal diameter from 6-inches below the pipe to 6-inches above the pipe.
- F. Testing. All sanitary sewer mains area required to be mandrel tested for alignment. New sections of sanitary sewer main that have no active laterals shall be tested with air (low pressure air test). New sections of sanitary sewer main that connect to existing mains that have active laterals shall be televised. All cost for testing shall be inclusive to a related sanitary sewer item. All costs for testing shall be inclusive to a related sanitary sewer bid item.

33.04 33 34 00 Sanitary Utility Sewerage Forcemain

- A. Temporary Bypass. Bypass or waste hauling of wastewater from existing force mains may be required during the connection of new pipe to existing pipe.
1. At least two weeks prior to any wastewater bypass event, Contractor shall submit a written plan for the connection proposed plans for the bypass event including planned conveyance methods and standby/backup plans, as well as start and end dates/times for bypass. Contractor should be prepared to work with Owner to minimize disruption.
 2. Temporary conveyance system for raw wastewater a firm capacity equal to that of the lift station being bypassed. Firm capacity shall mean the system capacity with the largest connected unit out of service. Should trucking be used, there shall be enough trucks available to provide similar firm capacity.
 - a. Blue Springs Lake Management District Lift Station – Firm Capacity: 200 gpm
 - b. New Westfield Lift Station – Firm Capacity: 360 gpm
 - c. Area Lift Station – Firm Capacity: 90 gpm
 3. Contractor shall have on site standby components, such as pumps, valves, and fittings, for the temporary conveyance system that can be installed in the event a component of the system fails.
 4. Temporary conveyance for test water to fill and test the proposed forcemain shall be provided by the Contractor. Water shall be provided by the Village for the first test. Water for subsequent tests due to failure of initial test shall be provided by the Contractor.

5. The Contractor's construction schedule and sequence of operation shall minimize the length of time that the operation of the existing pumping systems is interrupted, and the length of time that temporary conveyance is required, as well as minimizing the number of times such interruptions occur.
 6. If temporary conveyance system includes equipment that operates on fuel, Contractor shall provide personnel to monitor the fuel levels at all times throughout the use of the temporary conveyance system.
 7. Payment and Measurement.
 - a. All costs associated with any temporary conveyance of wastewater needed to complete the project shall be included in the unit price bid for "Temporary Sanitary Sewer Bypass." No additional payment beyond the bid price shall be made for multiple bypass events or bypass events of extended duration.
 - b. The Contractor is responsible for all clean up and damages caused from sewer back-ups and/or overflows resulting from this work.
- B. Connect to Existing Force main. It shall be the contractor's responsibility to verify the location, size, depth and material of the existing force main where the project plans show the proposed manholes connecting to the existing force main. All costs for the connections, including but not limited to fittings, appurtenances, materials, equipment and labor required, shall be included in the unit price bid for "Connect to Existing Force main."
- C. Insertion Valve. Insertion valve shall be Hydra-Stop Insta-Valve 250 or Insert Valve by Team Industries, or equal.
1. Valve shall be a resilient wedge gate valve designed for use in potable water, raw water, reclaimed water, sewage, and irrigation. The design will allow the valve to be installed into an existing pressurized pipeline while maintaining constant pressure and service as usual.
 2. Insertion valve shall have a stainless steel or ductile iron body with a pressure rating that meets or exceeds the requirements of AWWA C515. The heavy-duty ductile iron construction should meet ASTM A536 Grade 65-45-12. Sizes 12" and smaller must be capable of working on Cast/Grey Iron or Ductile Iron Class A, B, C and D, IPS PVC, C900 and C909 PVC, Steel, AC pipe diameters without changing either top or bottom portion of split valve body.
 3. Insertion valve must be fully epoxy coated on the interior and the exterior and the coating must be applied before assembly. The valve must be coated with a minimum of eight mils epoxy in compliance with AWWA C550 and certified to ANSI/NSF-61.
 4. The construction of the resilient wedge must comply with AWWA C509 requirements. The ductile iron wedge will be fully encapsulated with EPDM rubber by a high pressure and temperature compression or injection mold process. This will assure the ductile gate is fully coated with molded rubber-no exposed iron. The resilient wedge must seat on the valve body and not the pipe to obtain the optimum seating and flow control results. The resilient wedge will be totally independent of the carrier pipe. The resilient wedge must not come into contact with the carrier pipe or depend on the carrier pipe to create a seal. Pressure equalization on the down or upstream side of the closed wedge will not be necessary to open the valve. The wedge must be symmetrical and seal equally well with flow in either direction. The resilient wedge must ride inside the body channels to maintain wedge alignment throughout its travel to achieve maximum fluid control regardless of high or low flow pressure or velocity.
 5. The valve shall have a gate valve stem and wedge nut that is stainless steel in accordance with Section 4.4.5.1 of the AWWA C515 Standard and must be capable of being installed under a line pressure of up to 50 psi without service disruption.
 6. The NRS stem must have an integral thrust collar in accordance with Section 4.4.5.3 of AWWA C515 Standard. The valve bolting materials must develop the physical strength requirements of ASTM A307 with dimensions conforming to ANSI B18.2.1.
 7. The stuffing box, operating stem and resilient wedge will be removable, repairable and or replaceable under pressure.
 8. The split restraint device must consist of multiple gripping wedges incorporated into a follower gland meeting ANSI/AWWA C110/A21.10. The devices must have a working pressure rating of 150 psi for 4-12". Gland body wedges and wedge actuating components must be cast from grade 65-

45-12 ductile iron material in accordance with ASTM A536. Mechanical joint restraints must require conventional tools and installation procedures per AWWA C600, while retaining full mechanical joint deflection during assembly as well as allowing joint deflection after assembly.

9. Have a specified minimum operating pressure of at least 250 PSI.
10. Be installed by workers trained and authorized by approval of the valve manufacturer.
11. Be hydrostatically pressure tested to the manufacturer's recommendations.
12. Insertion Valve, Measurement and Payment. Measurement for an Insertion Valve shall be by the each. Payment shall be at the contract unit price bid per each completed Insertion Valve installation as shown on the plans. Payment shall cover all work and materials necessary to furnish and install the insertion valve in the location indicated in the project plans. This may include (but is not limited to) procurement, labor, tools and equipment, excavation, valve box and final adjustment.

33.05 SECTION 33 46 11 STORM WATER BMPs

- A. Storm water BMPs include the storm water wet ponds, dry infiltration basins and bioretention basin.
- B. The storm water BMPs shall be graded at the beginning of the project to act as sediment basins during the project. After work upstream of the pond is complete (roadway, utilities, grading) and 70% of the restored areas have germinated and base is restored on the roadways, the infiltration basin shall be re-graded and all accumulated sediment shall be removed and disposed of. At that time, the additional material from the bottom of the pond can be removed and the 4-inches of compost can be placed in the infiltration basin and subsequently tilled/mixed (loosely) with the top 8-inches to 12-inches of native material at the bottom of the basin. Do not compact the compost as its installed or after tilling and mixing with the native material. The cells in the infiltration basin shall be graded prior to placing the compost.
- C. Payment. All costs for wet & infiltration ponds including excavation, grading, testing, meetings, pond liner, compost, seeding, topsoil stripping, stockpiling, and re-spreading, mixing/tilling compost and native soils, and seeding shall be included in bid items listed. Cost for bioretention basin construction shall be lump sum in bid item listed.
- D. After initial grading of the infiltration basins and bioretention basin, Contractor is responsible for retaining geotechnical professional to review the soils at the bottom of the basin to verify the type and texture of the soils to verify a sandy loam, sandy, loamy fine sand, or gravelly sand if present. If other "tighter" soils are present, they shall be excavated and removed from the infiltration basin and backfilled with a clean sand from the site.
- E. Contractor is responsible for retaining Geotechnical professional to review and certify the material and construction per Section 33 47 13.13.
- F. Prior to final grading of the infiltration basin and placement of the compost, Contractor, Engineer, Owner, and pond subcontractor shall meet to discuss construction of the final phase of the infiltration basin. Contractor to initial the meeting request with the Engineer and Owner.

33.06 SECTION 33 49 13 STORM DRAINAGE MANHOLES, FRAMES AND COVERS

- A. Unless otherwise shown in the Plan, all 2' x 3' inlets and Inlet Manholes shall have Neenah R-3067-R castings and grates. Storm manholes shall receive a Neenah R-1550 Type B self-sealing, gasketed lid with non-rocking frame.
- B. All costs for grates and castings shall be incidental to the structure.

END OF SECTION