

**CAMBRIDGE WATER, SEWER AND STORMWATER COMMITTEE
AMUNDSON COMMUNITY CENTER
200 SPRING STREET – COMMUNITY ROOM**

AGENDA

6:30 PM

OCTOBER 18, 2022

- 1. Call to Order/Roll Call**
- 2. Proof of Posting**
- 3. Approval of consent agenda**
 - a. Meeting Minutes from 09-20-2022
- 4. Approval of Bills**
- 5. Reports**
 - a. Utility Clerk
 - b. Staff Report
- 6. Public Comment**
- 7. Old Business:**
 - a. Discussion & Possible Recommendation Regarding Water Sampling locations within the Village.
 - b. Discussion and update on Well #3
 - c. Discussion and update on well #2
 - d. Discussion and update from COWC
 - e. Discussion and update on Street Sweeper
 - f. Discussion and Possible Action on Meter Reading Equipment
- 8. New Business:**
 - a. Discussion and Possible action on large W&S bill at 809 Winery Way
 - b. Discussion and Possible action for Authorization to Advertise for Bids on Well #3 Project.
 - c. Resignation of Village Forester
- 9. Questions, Referrals to Staff or Future Agenda Items**
- 10. Adjournment**

Vicki Redford, Utility Clerk

- a) Persons needing special accommodations should call 608-423-3712 at least 24 hours prior to the meeting.
- b) More specific information about agenda items may be obtained by calling 608-423-3712.
- c) A quorum of the Water & Sewer committee will attend this meeting for the purpose of gathering information relevant to their responsibilities as Water & Sewer committee members.
- d) Final Agendas are typically posted by 4 PM on the Friday preceding the regular meeting at the Amundson Community Center, Cambridge Post Office, Hometown Bank and Village of Cambridge Web site at www.ci.cambridge.wi.us

VILLAGE OF CAMBRIDGE

Policy of Decorum for Public Meetings

The purpose of Policy of Decorum is to promote mutual respect, civility, and orderly conduct among elected and appointed Village officials, Village staff, and members of the public. This policy is not intended to deprive any person of his or her right to freedom of expression, but to promote, to the extent possible and reasonable, open dialogue and positive communications while discouraging intimidating, demeaning, volatile, hostile or aggressive actions. The Village expects locally elected and appointed officials and its employees to comply with this policy, and also seeks cooperation from members of the public.

The Village holds numerous public meetings, such as meetings of the Village Board and Village commissions, boards and committees. In order to safeguard participatory democracy in the Village of Cambridge, all elected officials, appointed officials and Village employees are expected to adhere to the following standards of conduct:

- Treat everyone with courtesy;
- Listen to others respectfully;
- Exercise self-control;
- Exercise honesty at all times;
- Give open-minded consideration to all viewpoints;
- Focus on the issues and avoid personalizing debate;
- Embrace respectful disagreement and dissent as democratic rights that are inherent components of an inclusive public process and tools for forging sound decisions;
- Allow board and commission members to speak without intimidation or interruption;
- Provide fair and equal treatment for all persons coming before Village bodies.

The Village requests that members of the public also exercise civility by following these guidelines during public meetings.

Whenever any disturbance or disorderly conduct shall occur in any of the meetings of the board, the president may cause the room to be cleared of all persons causing such disorderly conduct. VCO § 2.08.190.

**CAMBRIDGE WATER, SEWER AND STORMWATER COMMITTEE
AMUNDSON COMMUNITY CENTER
200 SPRING STREET – COMMUNITY ROOM
MINUTES
6:30 PM
SEPTEMBER 20, 2022**

1. **Call to Order/Roll Call:** Kumbier called the meeting to order at 6:32pm. Members present: Steve Struss, Larry Gunseor, and Ted Kumbier. Members absent: Kris Breunig. Others present: Mike Reiber from Dancing Goat, Mark McNally Village President. Village Staff: Tod Lord, Derek Schroedl, Chrissie Brynwood, and Vicki Redford.
2. **Proof of Posting:** Agendas were posted in the upper and lower levels of the Amundson Community Center, Hometown Bank, Badger Bank, Cambridge Post Office, and the Village Website.
3. **Approval of consent agenda**
 - a. Meeting Minutes from 08-16-2022

Struss made a motion to accept the consent agenda as presented. Gunseor seconded the motion. Motion carried on a 3-0 vote.

4. Approval of Bills

Struss made a motion to accept the bills in the amount of \$78,542.06 Kumbier seconded the motion. Motion carried on a 3-0 roll call vote.

Struss commented that the COWC bill was higher due to higher sludge volume.

5. Reports

- a. **Utility Clerk** ~ This month I worked with Sensus on meter reading equipment. I spoke to Brian from Ehlers and posted the simplified rate increase at various locations. I am working on water meter spreadsheets sorted by date of installation. Then we can replace meters from oldest to newest. Also, we are still in need of a Water & Sewer Committee member.
- b. **Staff Report** ~ DPW director Lord said door hangers need to be hung on residents' homes stating what can and what cannot go into the sewer system. After discussion, the Committee decided that DPW will put door hangers out in the Village. Schroedl said with all the rain there was infiltration. There was discussion that another I&I study will need to be done soon. CTW will be working on the pump for well #2. They will bring two crews to help get this done quickly.

6. Public Comment: None

7. Old Business:

- a. **Discussion and Update on Roof & Gutter for Well #2:** DPW told the Committee that the roof and gutter is completed, and they did an excellent job.

There was discussion that outside siding and window replacement will be the next projects that need to be done at well #2.

b. Discussion and Possible Action on Updated/New Meter Reading

Equipment: I told the Committee that Treasurer Brynwood, as well as myself have talked to Jeff Stalter, and Steve Cooper from Sensus. We are still waiting for a quote from Steve Cooper on the new equipment. We did purchase a new antenna for our existing equipment, and it works well. This antenna will get us by until we get new equipment.

c. Discussion and Update on Street Sweeper: Schroedl started by telling the Committee that Macqueen is not offering much money for our existing street sweeper. There was discussion about selling it at auction. DPW does not want to auction off a bad piece of equipment. Schroedl said the salesperson said he will give us \$5000 for our current street sweeper. There are single and dual broom sweepers. Schroedl said a dual broom would be best. Macqueen could get us a refurbished Pelican for around \$54,000.

Struss made a motion to recommend to the Village Board to purchase a refurbished Pelican dual brush street sweeper not to exceed \$55,000. Also, trade in our existing street sweeper with the value of \$5000. This cost is to be split between Stormwater & Village. Gunseor seconded the motion. Motion carried on a 3-0 roll call vote.

d. Update on Well #3 project: I read the short email from Dan Greve from MSA. The email said: The Wisconsin Department of Natural Resources is in the process of reviewing the plans, specifications, engineering report, and various required checklists for the project. On September 12th, the Wisconsin Public Service Commission issued a letter indicating the Construction Authorization Application is complete. PSC is in the process of reviewing the application to authorize the construction. The W&S Committee discussed that they would like a monthly update from MSA on the well #3 project.

8. New Business:

a. Discussion and Update on issues at COWC: Struss said that he and Kumbier can come back with an update next month after the COWC meeting on September 21st. Sainsbury at COWC said there was a large slug that went through the system. It wiped out the microorganisms. Sainsbury had to over oxygenate the system to bring back the microorganisms.

b. Discussion and Possible Action on Use of ARPA funds for Well #2 repairs:

The Village general fund received approximately \$80,000 in ARPA funds. The Village has agreed to put some of these funds toward the Well #2 project.

9. Questions, Referrals to Staff or Future Agenda Items:

1. Well #3 update
2. COWC update
3. Street Sweeper update
4. Meter Reading Equipment update

10. Adjournment:

Struss made a motion to adjourn the meeting. Gunseor seconded the motion. Kumbier adjourned the meeting at 7:19pm.

Vicki Redford, Utility Clerk

- a) Persons needing special accommodations should call 608-423-3712 at least 24 hours prior to the meeting.
- b) More specific information about agenda items may be obtained by calling 608- 423-3712.
- c) A quorum of the Water & Sewer committee will attend this meeting for the purpose of gathering information relevant to their responsibilities as Water & Sewer committee members.
- d) Final Agendas are typically posted by 4 PM on the Friday preceding the regular meeting at the Amundson Community Center, Cambridge Post Office, Hometown Bank and Village of Cambridge Web site at www.ci.cambridge.wi.us

10/13/2022 3:23 PM

In Progress Checks - Full Report - ALL

Page: 1

ALL Checks by Payee

ACCT

HOMETOWN BANK GENERAL OPERATING

Dated From: 10/18/2022

From Account:

Thru: 10/18/2022

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
10/18/2022 ABT Mailcom			
OCTOBER BILLING			
500-00-53700-681-100		POSTAGE	185.40
		OCTOBER BILLING	43389
600-00-53700-851-300		POSTAGE EXPENSE	185.40
		OCTOBER BILLING	43389
800-00-58100-681-100		POSTAGE	185.40
		OCTOBER BILLING	43389
			Total 556.20
10/18/2022 CAMBRIDGE/OAKLAND WASTEWATER COMMISSION			
OCTOBER 2022 BILL			
600-00-53700-824-000		PAYMENTS TO COWC	59,606.46
		OCTOBER 2022 BILL	SEPTEMBER
			Total 59,606.46
10/18/2022 DIGGERS HOTLINE INC			
SEPTEMBER 2022			
500-00-53700-689-100		DIGGERS HOTLINE EXPENSES	52.20
		SEPTEMBER 2022	220 9 46201
			Total 52.20
10/18/2022 FARRAR, LEE			
STATE LABS			
500-00-53700-660-000		VEHICLE/FUEL EXPENSES	19.84
		STATE LABS	9-29-2022
			Total 19.84
10/18/2022 MARTELLE WATER TREATMENT			
SODIUM HYPO BULK			
500-00-53700-630-000		CHEMICALS	475.64
		SODIUM HYPO BULK	24054
500-00-53700-630-000		CHEMICALS	129.52
		SODIUM HYPOCHLORITE BLK	24114
			Total 605.16
10/18/2022 MENARDS - JOHNSON CREEK			
20-GAL AIR COMPRESSOR			
500-00-53700-640-000		SUPPLIES AND EXPENSES	429.99
		20-GAL AIR COMPRESSOR	39835

10/13/2022 3:23 PM

In Progress Checks - Full Report - ALL

Page: 2

ALL Checks by Payee

ACCT

HOMETOWN BANK GENERAL OPERATING

Dated From: 10/18/2022 From Account:

Thru: 10/18/2022 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
			Total 429.99
10/18/2022 OAKLAND SANITARY DISTRICT			
OCTOBER 2022 BILL			
600-00-53700-822-000		PAYMENTS TO REGIONAL PLANT	453.50
		OCTOBER 2022 BILL	
		SEPTEMBER	
			Total 453.50
10/18/2022 PUBLIC SERVICE COMMISSION OF WISCONSIN			
2022-2023 ADVANCE ASSESSMENT			
500-00-53700-688-000		REGULATORY COMMISSION EXPENSE	591.59
		2022-2023 ADVANCE ASSESSMENT	
		RA23-I-00920	
			Total 591.59
10/18/2022 STATE OF WI DEPARTMENT OF ADMINISTRATION			
ENVIRONMENTAL IMPROVEMENT FUND			
500-00-53700-427-000		LT DEBT - INTEREST	1,172.52
		ENVIRONMENTAL IMPROVEMENT FUND	
		19134	
			Total 1,172.52
10/18/2022 WISCONSIN STATE LABORATORY OF HYGIENE			
FLUORIDE/FLDFLUOR/GRS ALPHA&BETA/RADIUM			
500-00-53700-630-000		CHEMICALS	735.00
		FLUORIDE/FLDFLUOR/GRS ALPHA&BETA/RADIUM	
		724533	
			Total 735.00
			Grand Total 64,222.46

10/13/2022 3:23 PM

In Progress Checks - Full Report - ALL
ALL Checks by Payee
HOMETOWN BANK GENERAL OPERATING

Page: 3
ACCT

Dated From: 10/18/2022 From Account:
Thru: 10/18/2022 Thru Account:

	Amount
Total Expenditure from Fund # 500 - WATER UTILITY	3,791.70
Total Expenditure from Fund # 600 - SEWER UTILITY	60,245.36
Total Expenditure from Fund # 800 - STORMWATER UTILITY	185.40
Total Expenditure from all Funds	64,222.46

10/13/2022 3:43 PM

Check Posting Control Report

Page: 1

ALL Checks

ACCT

Posting Date: 10/18/2022

HOMETOWN BANK GENERAL OPERATING

Dated From: 10/18/2022

Thru: 10/18/2022

Account Number	Account Code Description	Debit	Credit
500-00-10003-000-000	NEW POOLED CASH		3,791.70
	Total Expenditure - Fund # 500	3,791.70	
600-00-10003-000-000	NEW POOLED CASH		60,245.36
	Total Expenditure - Fund # 600	60,245.36	
800-00-10003-000-000	NEW POOLED CASH		185.40
	Total Expenditure - Fund # 800	185.40	
	Total	64,222.46	64,222.46

MONTH								
	Flouride mg/l	Chlorine, Free mg/l	Total	Iron Entry Point mg/l	Iron Raw mg/l	Hardness Entry Point mg/l	Hardness Raw mg/l	Comments
1	0.14							
2	0.13							
3	0.64							
4	0.64							
5	0.61							
6	0.71							
7	0.62							
8	0.62							
9	0.64							
10	0.67							
11	0.45							
12	0.62							
13	0.70							
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								
31								

Oct 22

WQI Water Quality Investigations

Softener Optimization - Cambridge Well 2

Entry Point Testing - Weekday (tested at shop)

If results do not meet targets, investigate filter and/or softener performance.

Target	1.3 - 1.5	1.3 - 1.5	< 0.3	< 0.05	< 0.006	70 - 90
Range:	M - F	M - F	M - F	M, W, F	M, W, F	M - F
Day of test:	At Shop			At Entry Point		
Location:	Free Chlor. (mg/L)	Total Chlor. (mg/L)	Total Chlorine minus Free Chlorine (mg/L)	Iron (mg/L)	Mn (mg/L)	Hardness (mg/L)
10-3 ^{6:00}	0.98	1.10	.12	0.04	0.002	82
10-4 ^{8:00}	0.65	0.83	.18	0.06	0.008	82
10-5 ^{8:00}	0.22	0.23	.01	0.05	0.003	85
10-6 ^{8:00}	0.96	1.11	.15	0.02	0.004	188
10-7 ^{6:00}	1.02	1.22	.20	0.01	0.006	184
10-10 ^{8:00}	0.75	0.78	.03	0.06	0.000	70
10-11 ^{6:00}	1.10	1.28	.18	0.01	0.012	82
10-12 ^{7:00}	0.99	1.13	.14	0.00	0.003	93
10-13 ^{6:00}	0.90	1.08	.18	0.00	0.000	99

WQI Water Quality Investigations

Filter Optimization - Cambridge Well 2

Sample each workday. If results meet targets for two weeks in a row, sampling could be reduced to Monday, Wednesday, and Friday

Date and Time	Target Range	Ahead of Filter						After Filter						Loss
		Gallons since last backwash	Free Chlor. (mg/L)	Total Chlor. (mg/L)	Iron (mg/L)	Mn (mg/L)	Influent Pressure (psi)	Free Chlor. (mg/L)	Total Chlor. (mg/L)	Iron (mg/L)	Mn (mg/L)	Outlet Pressure (psi)	Pin-Pout (psi)	
10/3 ^{8:00}	6176	0.25	0.55	0.42	0.054	82	0.19	0.41	0.03	0.025	81	1		
10/5 ^{5:00}	1526	0.25	0.02	1.14	0.083	81	0.32	0.06	0.00	0.023	80	0		
10/7 ^{6:00}	1174	0.10	0.59	0.68	0.051	82	0.06	0.56	0.00	0.018	81			
10/10 ^{8:00}	---	0.10	0.49	0.64	0.056	81	0.65	0.73	0.01	0.024	81	0		
10/12 ^{7:00}	243	0.19	0.59	0.58	0.050		0.14	0.45	0.00	0.000	82			

Lisa Moen

From: Jane Landretti <jlandretti@staffordlaw.com>
Sent: Monday, October 3, 2022 3:44 PM
To: Lisa Moen
Subject: FW: Village of Cambridge Correspondence re Sampling
Attachments: Dancing Goat Sampling Correspondence September 2022.pdf

STAFFORD
ROSENBAUM

Celebrating
140
Years
of
Excellence

Jane Landretti
JLandretti@staffordlaw.com | 608.210.6302 | cell 608.516.1927
222 West Washington Avenue, Suite 900
P.O. Box 1784 | Madison, Wisconsin 53701-1784
www.staffordlaw.com | [LinkedIn](#)
*Wisconsin member firm of ALFA International,
the premiere global network of independent law firms.*

This is a transmission from the law firm of Stafford Rosenbaum LLP and may contain information which is privileged, confidential, and protected by the attorney-client or attorney work product privileges. If you are not the addressee, note that any disclosure, copying, distribution, or use of the contents of this message is prohibited. If you have received this transmission in error, please destroy it and notify me immediately at the telephone number included above.

From: Nick Maas <nmaas@dancinggoat.com>
Sent: Wednesday, September 28, 2022 4:00 PM
To: Jane Landretti <jlandretti@staffordlaw.com>
Cc: Mike Reiber <mreiber@dancinggoat.com>; Lisa Moen <lisam@ci.cambridge.wi.us>; Tang, Danny <DTang@gklaw.com>
Subject: [External] - Re: Village of Cambridge Correspondence re Sampling

Jane,
I was under the impression we could ask for testing to occur at alternate sites other than our facility as long as they're within the village. We would like the monitoring plan to continue with samples being taken from Nicolet Middle School.

Please let me know if I am misunderstanding.
NBM

Sent from my iPhone

On Sep 28, 2022, at 3:37 PM, Jane Landretti <jlandretti@staffordlaw.com> wrote:

Hi Nick,

Please see the attached correspondence. I am writing to confirm the Village's understanding regarding sampling on Dancing Goat property.

Best,
Jane

STAFFORD | Jane Landretti
ROSENBAUM | JLandretti@staffordlaw.com | 608.210.6302 | cell 608.516.1927

Celebrating
140
Years
of
Excellence

222 West Washington Avenue, Suite 900
P.O. Box 1784 | Madison, Wisconsin 53701-1784
www.staffordlaw.com | [LinkedIn](#)
***Wisconsin member firm of ALFA International,
the premiere global network of independent law firms.***

This is a transmission from the law firm of Stafford Rosenbaum LLP and may contain information which is privileged, confidential, and protected by the attorney-client or attorney work product privileges. If you are not the addressee, note that any disclosure, copying, distribution, or use of the contents of this message is prohibited. If you have received this transmission in error, please destroy it and notify me immediately at the telephone number included above.

Jane R. Landretti

222 West Washington Avenue, Suite 900
P.O. Box 1784
Madison, WI 53701-1784
JLandretti@staffordlaw.com
(608) 210-6302

September 28, 2022

Nick Maas
Cambridge Distilling Properties, LLC
c/o Dancing Goat Distillery, LLC
909 Vineyard Drive
Cambridge, WI 53525
nmaas@dancinggoat.com

Via electronic delivery

Re: Water Sampling on Dancing Goat Property

Dear Mr. Maas:

I am writing on behalf of the Village of Cambridge to express the Village's understanding of how the Dancing Goat Distillery wishes to proceed regarding water testing.

As you know, water testing at the Dancing Goat Distillery property was contemplated in the Development Agreement between the Village and Cambridge Distilling Properties dated October 7, 2020 (Development Agreement). During a recent Water and Sewer committee meeting, some members of the committee indicated their understanding that Mr. Reiber of Dancing Goat Distillery has spoken to Village staff and expressed his desire that Village staff no longer enter Dancing Goat Distillery property in order to perform the testing contemplated in the Development Agreement.

Section 3B of the Development Agreement sets out the parameters under which the Village will develop and implement a monitoring plan. Among the parameters that control a monitoring plan, its testing locations must be accessible to the Village or under the Village control.

I am writing to express my understanding that Dancing Goat Distillery no longer wishes to allow the Village to enter upon its property in order to carry out the monitoring in the Development Agreement. Under this scenario, the Village will no longer carry out the monitoring plan as set forth in the agreement; it would instead understand the parties to agree that the termination language in 3B now takes effect.

Madison Office

222 West Washington Avenue
P.O. Box 1784
Madison, Wisconsin
53701-1784
608.256.0226
888.655.4752
Fax 608.259.2600
www.staffordlaw.com

Milwaukee Office

1200 North Mayfair Road
Suite 430
Milwaukee, Wisconsin
53226-3282
414.982.2850
888.655.4752
Fax 414.982.2889
www.staffordlaw.com

September 28, 2022

Page 2

If you believe the Village has misunderstood your intention, please contact me immediately so that we can make arrangements for Village staff to resume entry onto the property to perform the monitoring.

Very Truly Yours,

STAFFORD ROSENBAUM LLP

A handwritten signature in cursive script that reads "Jane Landretti". The signature is written in black ink and is positioned to the left of the typed name.

Jane R. Landretti

JRL:pcl

cc via email: Mike Reiber, Dancing Goat Distillery, mreiber@dancinggoat.com
Lisa Moen, Village of Cambridge, lisam@ci.cambridge.wi.us

DEVELOPMENT AGREEMENT

(Village of Cambridge – Cambridge Distilling Properties, LLC)

This Development Agreement (this "Agreement") is made this 1 day of October, 2020 (the "Effective Date"), by and between CAMBRIDGE DISTILLING PROPERTIES, LLC, a Delaware limited liability company (the "Developer"), and the VILLAGE OF CAMBRIDGE, a municipal corporation of the State of Wisconsin (the "Village").

RECITALS

WHEREAS, the Village and Developer are parties to that certain WB-13 Vacant Land Offer to Purchase dated as of October 5, 2020, pursuant to which Developer will purchase certain real property located in the Village of Cambridge, Wisconsin, as legally described on Exhibit A attached hereto and made a part hereof by reference (the "Property"); and

WHEREAS, in connection with Developer's proposed development of the Property, Developer has sought and obtained certain approvals for (i) the subdivision of the Property pursuant to a certified survey map (the "CSM"), and (ii) Developer's proposed construction of one (1) or more rickhouse-style barrel warehousing buildings (the "Project"); and

WHEREAS, in connection with the approval of the CSM and Project, the Developer has agreed to, among other things, (i) dedicate a public right-of-way along the southeastern border of the Property, as shown on the CSM as "Whiskey Thief Way" (the "ROW"), (ii) construct certain water main facility improvements, and (iii) grant certain easement rights to the Village, all as further described below; and

WHEREAS, to promote the development of the Property and incentivize the Developer to proceed with the Project, the Village has agreed to, among other things, (i) accept dedication of the ROW and maintain the ROW as a public right-of-way, (ii) accept a conveyance of certain water main facilities and maintain the same, (iii) make a good faith attempt to negotiate an agreement to relocate a previous bike path easement granted by the Developer to the Village on the property commonly known as 909 Vineyard Drive, Cambridge, Wisconsin, as more particularly described on Exhibit B attached hereto and made a part hereof by reference (the "Distilling Property"), and (iv) address water quality issues impacting the Distilling Property, all as further described below; and

WHEREAS, Developer and the Village desire to memorialize the agreements between the parties surrounding the Property, the Project, and the Distilling Property, subject to the terms and agreement set forth herein.

NOW THEREFORE, in consideration of the recitals, the terms and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **DEFINITIONS.** In addition to any other defined terms provided in this Agreement, the following terms, as used in this Agreement, shall have the following meanings:

A. **Affiliate.** "Affiliate" means any entity majority owned and controlled by, in control of, or under common control with Developer or any entity of which Developer is a subsidiary or which is a shareholder of Developer. An Affiliate includes, but is not limited to, an entity with which Developer merges or into which Developer consolidates, or which acquires all or substantially all of the common stock or assets of Developer.

B. **Distilling Property.** "Distilling Property" shall have the same meaning ascribed to such term in the Recitals, above.

C. **Project.** "Project" shall have the meaning ascribed to such term in the Recitals, above.

D. **Property.** "Property" shall have the same meaning ascribed to such term in the Recitals, above.

2. **DEVELOPER'S OBLIGATIONS.**

A. **CSM.** Developer agrees that it has recorded or will record the CSM to subdivide the Property within thirty (30) days after the date of this Agreement.

B. **ROW Provisions.**

1. The Village and Developer acknowledge and agree that the CSM provides for the dedication of the ROW by Developer. Upon the recording of the CSM, the ROW shall be dedicated to the Village. Developer shall execute and deliver all such other agreements, certificates, instruments and documents, as the Village may reasonably request in order to carry out the intent and accomplish the purposes of this provision, including without limitation, a First Amendment to Access and Utility Easement between the Village and the Cambridge-Oakland Wastewater Commission prepared by the Village; provided, however, the Village and Developer agree and acknowledge that any such other agreements, certificates, instruments and documents shall (i) not result in additional obligations of Developer or increased costs to Developer above and beyond what is contemplated in this Agreement, and (ii) otherwise be in form and substance reasonably acceptable to Developer.

2. Notwithstanding the provisions of Section 3.A. of this Agreement, Developer acknowledges and agrees that Developer shall be responsible for any damage caused to the ROW caused by Developer, its contractors, or their respective employees, agents, and subcontractors in connection with the construction of the Project and the prompt repair thereof, at Developer's sole cost and expense; provided, however, the Village agrees and acknowledges that, so long as the use of the ROW is not materially impacted by any outstanding repair for which Developer

is responsible, as reasonably determined by the Village, Developer may postpone or defer such repair for a period of up to six (6) months to allow for Developer to coordinate repair of the ROW with anticipated Project construction.

C. Water Main & Related Public Improvements.

1. The Village and Developer acknowledge and agree that Developer shall construct, at its sole cost and expense, with no contribution from the Village, in accordance with the plans prepared for the Developer, and approved by the Village and, as required, the State of Wisconsin Department of Natural Resources, the water main extension improvements and fire hydrants shown on Exhibit D attached hereto and made a part hereof by reference (collectively, the "Water Main Improvements"). Developer agrees to complete construction of the Water Main Improvements (i) in a good and workmanlike manner in compliance with all laws, statutes, rules, and regulations having jurisdiction over the Property and (ii) on or before the date which is six (6) months after the date of this Agreement (the "Water Main Improvements Deadline"). Upon completion of the construction of the Water Main Improvements, Developer shall grant to the Village an access easement (the "Access Easement") over, across, and upon the portion of the Property identified on Exhibit D as the "Utility Easement Area" for the purposes of accessing the Water Main Improvements for the purposes of maintenance, repair and replacement. The Access Easement shall (i) be granted by Developer pursuant to a separate written instrument, (ii) provide that the Village's access to certain portions of the Utility Easement Area which, except in emergencies, will be subject to coordination with Developer to allow for employees, agents or representatives of Developer to be present during any access due to security measures that will be implemented with respect to the Project facilities, and (iii) otherwise be upon terms reasonably acceptable to Developer and the Village.

2. Developer hereby agrees to provide the Village with an unconditional, irrevocable letter of credit issued pursuant to Chapter 405 of the Wisconsin Statutes in the estimated amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) to secure Developer's construction of the Water Main Improvements (the "Letter of Credit"). The Letter of Credit shall (i) be provided by a bank which is reasonably acceptable to the Village, (ii) be for an initial term of one (1) year from the date of issuance, and (iii) otherwise be in form and substance reasonably acceptable to the Village, Developer, and Developer's lender. The Letter of Credit shall be payable to the Village and shall be conditioned upon the performance by the Developer of Developer's obligations to construct the Water Main Improvements. The Letter of Credit shall be payable to the Village at any time upon presentation of (a) a sight draft drawn on the issuing bank in the amount to which the Village is entitled to draw pursuant to this Agreement; (b) a written statement by a Village official that the Village is entitled to draw on the Letter of Credit; and (c) the original Letter of Credit. In the event Developer defaults on its obligation to complete construction of the Water Main Improvements on or before the Water Main Improvements Deadline, then, if such default is not cured by Developer within thirty (30) days after written notice from the Village to Developer of such

default, the Village may draw on the Letter of Credit the amount necessary to complete the construction of the Water Main Improvements after the expiration of such notice and cure period. The Letter of Credit shall be renewed at least thirty (30) days before its expiration date, or any renewal date, until the acceptance of the Water Main Improvements.

3. The Letter of Credit, if not applied toward the payment of costs for the construction of the Water Main Improvements, shall be returned to Developer within ten (10) days after the acceptance of the Water Main Improvements by the Village in accordance with this Agreement.

4. The remedies provided in this Section are not exclusive.

D. Temporary Construction Easement. In the event required by the Wisconsin Department of Transportation (“WDOT”), Developer agrees to grant to the Village, for the benefit of the Village and the WDOT, a temporary construction easement over and across (i) a twenty (20) foot wide strip of land within “Lot 1” of the CSM abutting along the portion of Lagoon Street being dedicated pursuant to the CSM and (ii) a twenty (20) foot wide strip of land within “Outlot 1” of the CSM abutting along the portion of Lagoon Street being dedicated by the CSM (the “Temporary Construction Easement”). The Temporary Construction Easement shall (i) be granted by Developer pursuant to a separate written instrument, (ii) be limited in duration to the period of construction of the portion of Lagoon Street dedicated pursuant to the CSM, and (ii) otherwise be upon terms and provisions reasonably acceptable to Developer and the Village.

E. Traffic Control, Signs and Barricades. The Developer shall install upon the ROW and maintain during construction and until the Water Main Improvements are accepted by the Village, (i) traffic controls as required pursuant to approvals for the Water Main Improvements from Dane County and the State of Wisconsin, and (ii) all barricades and signs upon the ROW deemed reasonably necessary by the Village Engineer for the safety purposes at the points where the ROW extends to or intersects with Lagoon Road and the private service road upon the real property adjacent to and east of the Property.

F. Intentionally Deleted.

G. Intentionally Deleted.

H. Fences. Developer shall replace any fences removed in the performance of the construction of the Water Main Improvements of like quality and subject to prior approval by the Village Engineer, which approval shall not be unreasonably withheld, conditioned or delayed.

I. Street Signs. Developer shall pay for the installation of all customary traffic control signs and street name signs for the ROW; provided, however, Developer shall only be responsible for the cost of the initial install of such customary traffic control signs and street name signs and shall have no liability or responsibility with respect to such signage after the initial installation.

J. Intentionally Deleted.

K. Intentionally Deleted.

L. Changes to Water Main Improvements. Developer agrees and acknowledges that any Developer shall not make any material changes to the Water Main Improvements after the date of this Agreement without the prior written consent of the Village Engineer, which shall not be unreasonably withheld, conditioned, or delayed.

M. Indemnification. Developer shall indemnify and hold the Village and its officers and employees harmless from and against all claims, costs and liabilities of every kind and nature, for injury or damage received or sustained by any person or entity to the extent such claims, costs and liabilities arise from or relate to the negligence of Developer or its contractors, agents or representatives in the performance of the construction of the Water Main Improvements, except where such injury or damage results from the negligence of the Village or its contractors or employees. Developer is not an agent or employee of the Village.

N. Quality. All work to be performed by the Developer shall be performed in a good and workmanlike manner and consistent with the prevailing industry standards for such work in the area of the Village. Developer shall perform all work in compliance with all applicable laws, regulations, ordinances and buildings codes and shall obtain and maintain all necessary permits and licenses for such work.

O. Guarantee of Water Main Improvements. Developer agrees to require contractors constructing the Water Main Improvements to guarantee and warrant all work performed on the Water Main Improvements for a period of one year from the date of substantial completion of the Water Main Improvements against defects in workmanship or materials. If any defect appears during the guarantee period, Developer shall cooperate with the Village to cause contractors to undertake required replacement or repairs of the defective work at no expense to the Village, including total and complete restoration of any disturbed surface or component of the improvements on lands where the repairs or replacement is required. All guarantees or warranties for materials or workmanship of suppliers and third-party contractors for work performed under this Agreement which extend beyond the above guarantee period shall be assigned by Developer to the Village to the extent assignable.

P. Dedication. Subject to all of the other provisions of this Agreement, the Developer shall, upon acceptance of the Water Main Improvements, unconditionally, and without charge to the Village, give, grant, convey and fully dedicate the same (excepting water laterals to be retained by Developer and not included in the Water Main Improvements) to the Village, its successors and assigns forever, free and clear of all encumbrances, together with the Access Easement.

Q. Intentionally Deleted.

3. VILLAGE'S OBLIGATIONS.

A. Acceptance of Water Main Improvements.

1. After the Water Main Improvements required by this Agreement have been substantially completed, (i) Developer shall give written notice to the Village of the substantial completion of the Water Main Improvements, and (ii) within fourteen (14) days after receiving written notice that the Developer desires the Village to inspect the Water Main Improvements, the Village Engineer shall inspect the Water Main Improvements to confirm that the Water Main Improvements were constructed in substantial accordance with the plans approved by Dane County and the State of Wisconsin (the "Plans and Specifications"). Within five (5) days after the Village Engineer inspects the Water Main Improvements, the Village shall provide written notice to Developer pursuant to Section 6.A. if the inspection reveals that the Water Main Improvements or any components thereof do not conform to the Plans and Specifications or are otherwise defective. If the Village Engineer confirms that the Water Main Improvements have been constructed in substantial accordance with the Plans and Specifications, the Village Board shall promptly, by resolution, certify such completed Water Main Improvements as being in compliance with the Plans and Specifications and the Village shall simultaneously formally accept the Water Main Improvements. Before obtaining certification of the Water Main Improvements, Developer shall: (1) present to the Village valid lien waivers from all contractors and subcontractors providing materials or performing work on the Water Main Improvements; and (2) provide as-built drawings to the Village Engineer consisting of one hard copy on paper, one electronic copy as a pdf file, and one electronic copy in a digital format that is acceptable to the Village.

2. Developer agrees that the Water Main Improvements will not be accepted by the Village until the Water Main Improvements have been inspected and approved by the Village Engineer pursuant to the terms of Section 3.A.1., all lien waivers required under Section 3.A.1. are received by the Village demonstrating that the contractors and their suppliers have been paid in full for all work and materials furnished for the Water Main Improvements, and all outstanding payments due from Developer to the Village, if any, have been paid. In addition, the Water Main Improvements will not be accepted by the Village until a complete breakdown of all construction, engineering and administrative costs incurred by Developer is submitted to the Village Engineer. Developer shall maintain and repair the Water Main Improvements until such Water Main Improvements are formally accepted by the Village.

B. Water Quality Issues Impacting Distilling Property. Within thirty (30) days from the date of this Agreement, the Village agrees to develop and implement a plan (the "Monitoring Plan") to monitor compliance with (i) the color standard set forth in Table AA in NR § 809.70(1), as amended from time to time (the "Color Standard") and (ii) at Developer's request, the standards set forth in Table AA in NR § 809.70(1), as amended from time to time, for iron, manganese, sulfate and zinc set forth in Table AA in NR §

809.70(1), as amended from time to time, and any other standards under NR § 809.70(1) upon which the Village and Developer may mutually agree (the "Additional Standards"). The Village shall maintain the Monitoring Plan and deliver it to Developer and Dancing Goat Distillery, LLC ("DGD") upon completion. The Monitoring Plan shall include specific locations (which shall include no more than two (2) locations designated by Developer, provided such locations are accessible to the Village or under the Village's control) and schedules for collecting monthly samples for the Color Standard and the Additional Standards, if applicable. Samples shall be analyzed by a laboratory certified by the Wisconsin Department of Natural Resources ("WDNR"), selected by the Village, and reasonably acceptable to Developer, using analytical methods prescribed by the WDNR or U.S. Environmental Protection Agency. The written results of any sampling and testing shall be delivered to Developer and DGD within three (3) days of the Village's receipt of such results. If any monthly sample exceeds the Color Standard or, if applicable, the Additional Standards, the Village shall collect a repeat sample as soon as reasonably practicable after the Village's receipt of the testing results identifying any exceedance. If multiple samples are collected in a single month, the sample taken at a Developer-designated location which yields (i) the lowest units of color or (ii) if applicable, the lowest units other items tested under the Additional Standards, will be used to determine compliance with the Color Standard. When an exceedance in the Color Standard or the Additional Standards occurs for two (2) consecutive months, the Village shall notify WDNR of the sample test reports showing the exceedances, with a copy of such notification to Developer. The Village's obligation to monitor compliance with the Color Standard and, if applicable, the Additional Standards terminates the earlier of (a) the first day after any twelve (12)-month period during which an exceedance in the Color Standard does not occur for two (2) consecutive months or (b) the parties otherwise agree in writing to terminate the Village's obligation to monitor compliance. Notwithstanding termination under subparagraph (a), Developer reserves the right to require that the Village recommence the Monitoring Plan to monitor compliance with the Color Standard and the Additional Standards should Developer provide the Village with verified test results showing that samples taken at DGD's facility exceed the Color Standard or any other standards in Table AA in NR § 809.70(1), as amended from time to time, for two (2) consecutive months. The terms of this Section shall apply to the Village's monitoring obligations during any such period after recommencement. For any sampling of Village water undertaken by either the Village or Developer, the party performing the sampling shall provide an opportunity to the other party to obtain a split sample for that party to submit for laboratory analysis, at its own expense.

C. Relocation of Bike Path Easement.

1. Within thirty (30) days after the date of this Agreement, the Village agrees to initiate negotiations with the relevant property owner and negotiate in good faith with such property owner with a view to reaching an agreement to relocate an approximately four hundred fifty foot portion (450') of the public bike path easement along the northern wall of the building improvements located on the Distillery Property (the "Bike Path Segment") to the location generally depicted as "Option 2" on Exhibit F attached hereto and incorporated herein by reference ("Option 2"). If such negotiations do not result in the execution of a definitive

agreement within one hundred eighty (180) days after the commencement of negotiations, the Village may terminate negotiations.

2. In the event the Village terminates negotiations under Section 2.C.1. of this Agreement, the Village may elect to promptly initiate negotiations with other relevant property owner or owners and thereafter negotiate in good faith with such property owner or owners with the intent of reaching an agreement or agreements to relocate the Bike Path Segment to the location generally depicted as "Option 3" on Exhibit F ("Option 3"). If such negotiations do not result in the execution of a definitive agreement or agreements within ninety (90) days after the commencement of negotiations, the Village may terminate negotiations.

3. The Village has no obligation under this Section 2.C. to reach an agreement with a property owner identified in Sections 2.C.1. or 2.C.2. of this Agreement.

4. The Developer may elect to cause the Village to terminate negotiations under Sections 2.C.1. or 2.C.2. of this Agreement by giving the Village a written notice to terminate negotiations. The parties, intend, however, to give preference to the options in the following order: Option 2; Option 3; and Option 1, as defined below. If the Developer gives a termination notice under this Section 2.C.4., (i) the Village agrees to vacate the easement for the Bike Path Segment as generally depicted on Exhibit F attached hereto and made a part hereof by reference and (ii) Developer agrees to grant to the Village, for the benefit of the public and the Village, an easement to widen the Bike Path Segment as shown as "Option 1" ("Option 1") on Exhibit F (the "New Bike Path Segment Easement"). The New Bike Path Segment Easement shall: (a) be granted by the Developer pursuant to a separate written instrument; (ii) allow for the installation by Developer or DGD, at its expense, of a fence in compliance with Village ordinances, for a ten foot (10') buffer between the fence and the paved edge of the shared use path, and for construction, at the Village's expense, of a shared use path as close as reasonably possible to the property line of the Distillery Property; (iii) allow for the installation of gates at transition points of the path between private and public for use by Developer of the Distillery Property; and (iv) otherwise be on terms and provisions reasonably acceptable to Developer and the Village.

4. REIMBURSEMENT OF VILLAGE COSTS.

A. Reimbursement of Village Fees and Costs Related to Water Main Improvements. Developer acknowledges that Village regulations may require payment of certain fees and reimbursement of certain expenses associated with the construction of the Water Main Improvements. Developer agrees to pay all such fees and expenses to the extent required by Village regulations. In addition, Developer shall reimburse the Village for the actual costs incurred by the Village prior to the acceptance of the Water Main Improvements in connection with the construction (if applicable), inspection and testing of the Water Main Improvements within thirty (30) days after Developer's receipt of an invoice itemizing such costs.

5. **WARRANTIES AND REPRESENTATIONS.**

A. **Developer Representations and Warranties.** The Developer hereby warrants, represents, and covenants to the Village:

1. **Existence.** Developer is a limited liability company duly organized, validly existing, and in current status under laws of the State of Delaware, with full corporate power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all of its obligations under this Agreement and all other agreements, documents, and contracts required to be executed in connection with the transactions arising out of this Agreement.

2. **Authorization.** The execution, delivery, and performance of this Agreement, and the consummation of the transactions contemplated hereby, have been duly authorized and approved by the Developer, and no other or further acts or proceedings of the Developer or its members or manager(s) are necessary to authorize and approve the execution, delivery, and performance of this Agreement, and the matters contemplated hereby. This Agreement, the exhibits, documents, and instruments associated herewith and made a part hereof, have, if applicable, been duly executed and delivered by the Developer and constitute the legal, valid, and binding agreement and obligation of the Developer, enforceable against the Developer in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.

B. **Village's Representations and Warranties.** The Village hereby warrants and represents to the Developer, subject to the approval of Village Board of Trustees, the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by the Village, and no other or further acts or proceedings of the Village or its officials are necessary to authorize and approve the execution, delivery, and, subject to annual appropriation by the Village Board of Trustees, performance of this Agreement, and the matters contemplated hereby. This Agreement, the exhibits, documents, and instruments associated herewith and made a part hereof, have, if applicable, been duly executed and delivered by the Village and constitute the legal, valid, and binding agreement and obligation of the Village, enforceable against the Village in accordance with their respective terms, except as the enforceability thereof may be limited by applicable law and as is otherwise subject to annual appropriation by the Village Board of Trustees.

6. **EVENTS OF DEFAULT.**

A. **Developer Event of Default.** A "Developer Event of Default" is any of the following:

1. Breach of Agreement. Developer fails to perform any provision of this Agreement, and such failure continues for a period of thirty (30) days after written notice of the breach has been given to the Developer; provided, however, that it shall not be an Event of Default if Developer begins efforts to cure such breach within thirty (30) days after written notice in good faith and is diligently continues to cure such breach within sixty (60) days after Village's written notice to Developer.

2. Breach of Warranty or Representation. The Developer materially breaches any warranty or representation set forth this Agreement.

B. Village Event of Default. A "Village Event of Default" is any of the following:

1. Breach of Agreement. The Village fails to perform any provision of this Agreement, and such failure continues for a period of thirty (30) days after written notice of the breach has been given to the Village; provided, however, that it shall not be a Village Event of Default if the Village begins efforts to cure such breach within thirty (30) days after written notice in good faith and is diligently continues to cure such breach within sixty (60) days after Developer's written notice to the Village.

2. Breach of Warranty or Representation. The Village materially breaches any warranty or representation set forth this Agreement.

C. Remedies. Upon the occurrence of an Village Event of Default or a Developer Event of Default, the non-defaulting party shall have all rights and remedies now or hereafter existing at law or in equity or by statute.

D. Delay in Exercise of Rights Not Waiver. No delay or omission to exercise any right or power accruing to the Village or the Developer upon any default by the other party shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient as long as the default is continuing.

E. Written Waiver Required. In the event this Agreement is breached by either party and such breach is expressly waived in writing by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous, or subsequent breach hereunder. A party's acquiescence in not enforcing any portion of this Agreement shall not provide a basis for the application of estoppel or other like defense or otherwise constitute waiver. Any waiver of any provision of this Agreement by the Village must be express and in writing.

7. MISCELLANEOUS PROVISIONS.

A. Incorporation of Attachments and Recitals. All recitals, exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.

B. Non-waiver of Approvals. Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of the Developer to obtain all necessary approvals, licenses, and permits from the Village in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the Village to approve or disapprove any plans and specifications, or any part thereof, or to impose reasonable limitations, restrictions, and requirements on the Project, construction, and use of the Property as a condition of any such approval, license, or permit, including without limitation, requiring any and all other and further development and similar agreements. The Village will act diligently to review all necessary approvals, licenses, and permits duly requested by the Developer.

C. Force Majeure. A party shall be excused from its obligations under this Agreement if and to the extent and during such time as the party is unable to perform its obligations or is delayed in doing so due to events or conditions outside of the party's reasonable control (each a "Force Majeure Event") based solely upon acts of God, war, fire, or other casualty, riot, civil unrest, extreme weather conditions, terrorism, strikes, and labor disputes. Upon the occurrence of a Force Majeure Event, the party incurring such Force Majeure Event will promptly give notice to the other party, and thereafter the parties shall meet and confer in good faith in order to identify a cure of the condition affecting its performance as expeditiously as possible.

D. Time of the Essence. Time is deemed to be of the essence with regard to all dates and time periods set forth herein and incorporated herein.

E. Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

F. Delivery of Notices. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered, mailed by certified or registered mail, return receipt requested, sent by overnight delivery service, or faxed to the parties respective addresses as follows, provided any notice given by facsimile is also given by one of the other methods:

1. To the Village:
c/o Village Administrator
200 Spring Street
Cambridge, WI 53523
Telephone: (608) 423-3712
Facsimile: _____
Email: L.Moen@ci.cambridge.wi.us

2. With a Copy to:
Laura E. Callan, Esq.
Stafford Rosenbaum LLP
222 W. Washington Ave., Suite 900
P.O. Box 1784
Madison, WI 53703
Telephone: (608) 259-2644
Facsimile: (608) 259-2600
Email: lcallan@staffordlaw.com
3. To the Developer:
Cambridge Distilling Properties, LLC
c/o Dancing Goat Distillery, LLC
909 Vineyard Drive
Cambridge, WI 53523
Attn: Mr. Mike Reiber
Telephone: (608) 260-5443
Facsimile: _____
Email: mreiber@dancinggoat.com
4. With a Copy to:
Danny S. Tang
Godfrey & Kahn, S.C.
833 E. Michigan St., Suite 1800
Milwaukee, WI 53202
Telephone: (414) 287-9487
Facsimile: (414) 273-5198
Email: dtang@gklaw.com

and shall be deemed given upon personal delivery, the first business day after certification or registration, the first business day after deposit with the overnight delivery service, and upon acknowledgement of receipt by facsimile or electronic mail (provided notice is simultaneously sent by one of the other methods).

G. Entire Agreement. This Agreement and all other documents and agreements expressly referred to herein, contain the entire agreement between the Developer and the Village with respect to the matters set forth herein. This Agreement may be modified only in writing signed by all parties.

H. Law Applicable. This Agreement shall be construed in accordance with the internal laws of the State of Wisconsin.

I. Originals and Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

J. Amendments to Agreement. This Agreement shall not be amended orally but only by the written agreement of the parties signed by the appropriate representatives of each party and with the actual authority of each party.

K. Limitation on Liability. The parties acknowledge and agree that in carrying out any of the provisions of this Agreement or in exercising any power or authority granted to them thereby, there shall be no personal liability of the either parties' officers, members, agents, employees, or representatives, it being understood and agreed that in such matters they act as agents and representatives of the applicable party. It is understood and agreed between the parties that Developer and the Village, in satisfying the conditions of this Agreement, have acted independently, and assume no responsibilities or liabilities to third parties in connection with these actions.

L. No Partnership. This Agreement specifically does not create any partnership or joint venture between the parties or render any party liable for any debts or obligations of the other party.

M. Developer's Obligations Run with the Land. The Developer's obligations under this Agreement and all consents, obligations, waivers, restrictions, and other requirements of the Developer as set forth in this Agreement, shall be deemed to be covenants running with the land and shall be binding upon the Property and the successors, assigns, and other transferees of the Developer. The rights and benefits conferred upon the Developer shall not be covenants running with the land and shall not inure to the successors, assigns, or other transferees of the Developer.

N. Severance. If any portion of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall remain in full force and effect and enforceable to the fullest extent permitted by law.

O. Third Parties. This Agreement is made for the exclusive benefit of the parties hereto, and their permitted assignees, and is not for the benefit of any other persons, as third party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, expressed or implied, upon any other party.

P. Neutral Construction. This Agreement is the result of a negotiated agreement by the parties and prior to the execution of this Agreement each party had sufficient opportunity to have review of the document by legal counsel. Nothing in this Agreement shall be construed more strictly for or against either party because that party's attorney drafted this Agreement or any portion thereof or attachment hereto.

Q. Headings. The headings inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement or any provision of this Agreement.

R. Authorization. Each party represents that it has the full capability and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

S. Compliance with Laws. Developer shall comply with all federal, state and local laws with respect to the construction of the Water Main Improvements. The Developer is responsible for obtaining all licenses, permits and authority necessary to perform its obligations under this Agreement.

[Signatures on Following Pages.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the date stated in the first paragraph of this Agreement.

DEVELOPER:

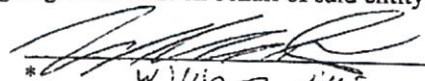
CAMBRIDGE DISTILLING PROPERTIES,
LLC

By: 
Jon Maas, Authorized Signatory

STATE OF Wisconsin }
 } SS
COUNTY OF Dane }

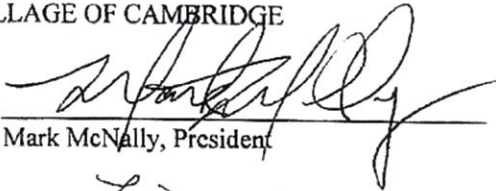
Personally came before me this 6 day of October, 2020, the above-named Jon Maas, as Authorized Signatory of Cambridge Distilling Properties, LLC, to me known to be the person who executed the foregoing instrument on behalf of said entity.




* William Sills
Notary Public, State of Wisconsin
My Commission: 07-08-2021

VILLAGE:

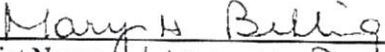
VILLAGE OF CAMBRIDGE

By: 
Mark McNally, President

Attest: 
Lisa Moen, Village Clerk

STATE OF WISCONSIN }
COUNTY OF Dane } SS

Personally came before me this 7th day of Oct., 2020, the above named Mark McNally and Lisa Moen, as President and Village Clerk, respectively, of the Village of Cambridge, and to me known to be the persons who executed the foregoing instrument on behalf of said municipality and acknowledged the same.


Print Name: Mary H Behling
Notary Public, State of Wisconsin
My Commission: is permanent




EXHIBIT A

Legal Description of the Property

THE SOUTH 1/2 OF THE FRACTIONAL NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 6 NORTH, RANGE 12 EAST, IN THE VILLAGE OF CAMBRIDGE, DANE COUNTY, WISCONSIN, EXCEPT CERTIFIED SURVEY MAP NO. 5897 RECORDED IN VOLUME 28 OF CERTIFIED SURVEY MAPS, PAGE 52 AS DOCUMENT NO. 2151178, AND ALSO EXCEPT LAND DESCRIBED IN INSTRUMENT RECORDED IN VOLUME 725 OF DEEDS, PAGE 252 AS DOCUMENT NO. 1025638, AND ALSO EXCEPT LAND DESCRIBED IN INSTRUMENT RECORDED IN VOLUME 13500 OF RECORDS, PAGE 36 AS DOCUMENT NO. 2170287, AND ALSO EXCEPT LANDS STILL IN TOWN OF CHRISTIANA AS DESCRIBED IN DOCUMENT NO. 4015934, ALSO EXCEPT CERTIFIED SURVEY MAP NO. 11430 RECORDED IN VOLUME 69, PAGE 232 AS DOCUMENT NO. 4068954.

EXHIBIT B

Legal Description of the Distilling Property

Lot Two (2), Certified Survey Map No. 14029, recorded August 3, 2015 in Volume 94 of Certified Survey Maps of Dane County, on pages 54-55, as Document No. 5173338, located in the Village of Cambridge, Dane County, Wisconsin.

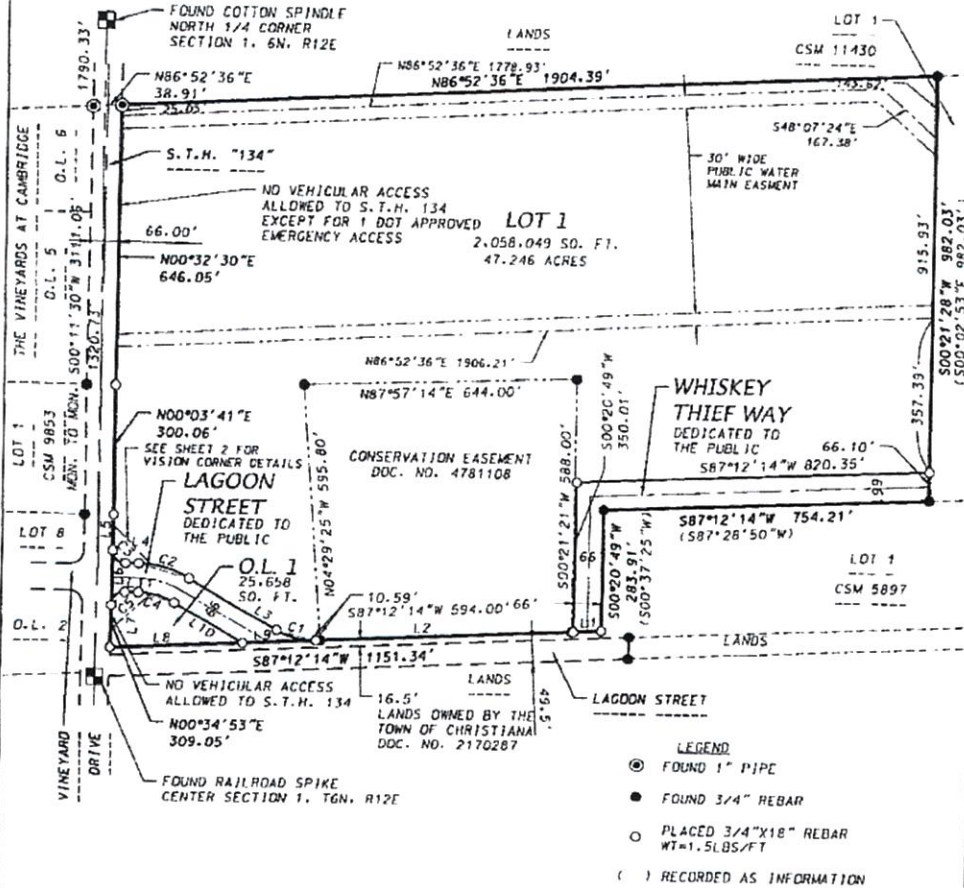
EXHIBIT C

CSM

[See attached.]

CERTIFIED SURVEY MAP

LOCATED IN THE SE1/4 OF THE NE1/4 AND THE SW1/4 OF THE NE1/4 OF SECTION 1, T6N, R12E,
VILLAGE OF CAMBRIDGE, DANE COUNTY, WISCONSIN



LINE TABLE

L1	- S87°12'14"W 66.10'
L2	- S87°12'14"W 608.60'
L3	- N59°50'18"W 237.46'
L4	- N89°49'36"W 30.13'
L5	- N00°34'53"E 82.13'
L6	- N00°34'53"E 126.00'
L7	- N00°34'53"E 100.92'
L8	- S87°12'14"W 305.92'
L9	- S87°14'14"W 170.72'
L10	- N59°50'18"W 185.06'

CURVE TABLE

CURVE NUMBER	RADIUS (FEET)	CHORD (FEET)	ARC (FEET)	CHORD BEARING	CENTRAL ANGLE
C1	167.00	94.74	96.06	N76°19'02"W	32°57'28"
C2	233.00	120.56	121.95	N74°49'57"W	29°59'18"
C3	30.00	42.58	47.34	N44°37'21.5"W	90°24'29"
C4	167.00	86.41	87.41	S74°49'57"E	29°59'18"
C5	30.00	42.28	46.91	S45°22'38.5"W	89°35'31"



THE WEST LINE OF THE NE1/4 OF SECTION 1, T6N, R12E IS ASSUMED TO BEAR 500°11'30"W



SHEET 1 OF 4

D'ONOFRIO KOTTKE AND ASSOCIATES, INC.
7530 Westward Way, Madison, WI 53717
Phone: 608.833.7530 • Fax: 608.833.1089
YOUR NATURAL RESOURCE FOR LAND DEVELOPMENT

DATE: September 24, 2020
F.N.: 20_05_108
C.S.M. NO. _____
DOC. NO. _____
VOL. _____ SHEET _____

CERTIFIED SURVEY MAP

LOCATED IN THE SE1/4 OF THE NE1/4 AND THE SW1/4 OF THE NE1/4 OF SECTION 1, T6N, R12E,
VILLAGE OF CAMBRIDGE, DANE COUNTY, WISCONSIN

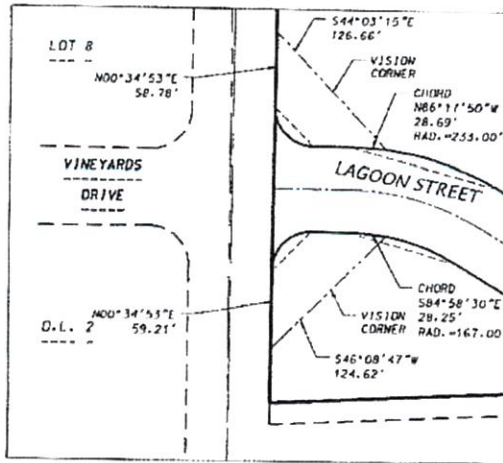
SURVEYOR'S CERTIFICATE

I, Brett T. Staffragan, Professional Land Surveyor, S-2742, do hereby certify that this Certified Survey Map is in full compliance with Chapter 236.34 of the Wisconsin Statutes and the Subdivision Regulations of the Village of Cambridge, Dane County, Wisconsin and under the direction of the Owners listed below, I have surveyed, divided and mapped the land described herein and that said map is a correct representation of the exterior boundaries of the land surveyed and the division thereof. Said land is described as follows:

A parcel of land located in the SE1/4 of the NE1/4 and the SW1/4 of the NE1/4 of Section 1, T6N, R12E, Village of Cambridge, Dane County, Wisconsin to-wit:
Commencing at the North 1/4 corner of said Section 1; thence S00°11'30"W, 1790.33 feet along the West line of said NE1/4; thence N86°52'36"E, 38.91 feet to a point on the East right-of-way line of State Highway 134, also being the point of beginning; thence N86°52'36"E, 1904.39 feet to the Northwest corner of Lot 1, Certified Survey Map No. 8554; thence S00°21'28"W, 982.03 feet along the West line of said Lot 1 to a point on the North line of Lot 1, Certified Survey Map No. 5897; thence S87°12'14"W, 754.21 feet along the North line of Lot 1, Certified Survey Map No. 5897, to the Northwest corner of said Lot 1; thence S00°20'49"W, 283.91 feet along the West line of said Lot 1; thence S87°12'14"W, 1151.34 feet to a point on the East right-of-way line of State Highway 134; thence N00°34'53"E, 309.05 feet along said East right-of-way line; thence N00°03'41"E, 500.06 feet along said East right-of-way line; thence N00°32'30"E, 646.05 feet along said East right-of-way line to the point of beginning.
Containing 2,183.667 square feet, 50.130 acres.

Dated this _____ day of _____, 2020.

Brett T. Staffragan, Professional Land Surveyor, S-2742



VISION CORNER DETAIL
NOT TO SCALE

D'ONDRIK KOTTKE AND ASSOCIATES, INC.
7530 Westward Way, Madison, WI 53717
Phone: 608.833.7530 • Fax: 608.833.1089
YOUR NATURAL RESOURCE FOR LAND DEVELOPMENT

DATE: September 24, 2020
F.N.: 20-05-108
C.S.M. NO. _____
DOC. NO. _____
VDL. _____ SHEET _____

CERTIFIED SURVEY MAP

LOCATED IN THE SE1/4 OF THE NE1/4 AND THE SW1/4 OF THE NE1/4 OF SECTION 1, T6N, R12E,
VILLAGE OF CAMBRIDGE, DANE COUNTY, WISCONSIN

OWNER'S CERTIFICATE

Cambridge Distilling Properties, LLC, as owner, does hereby certify that said limited liability company caused the lands described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on this Certified Survey Map. We further certify that this Certified Survey Map is required by s.236.34 to be submitted to the Village of Cambridge for approval.

In witness whereof, said Cambridge Distilling Properties, LLC has caused these presents to be signed this _____ day of _____, 2020.

Cambridge Distilling Properties, LLC

By: _____

State of Wisconsin)
) S.S.
County of Dane)

Personally come before me this _____ day of _____, 2020, the above named person(s), to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

My commission expires _____, Notary Public, Dane County, Wisconsin.

MORTGAGE CERTIFICATE

First Midwest Bank, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the lands contained in this Certified Survey Map, does hereby consent to the above Owner's Certificate and to the surveying, dividing, mapping and dedicating of the lands described in this Certified Survey Map.

In witness whereof, First Midwest Bank has caused these presents to be signed by its corporate officer(s) listed below this _____ day of _____, 2020.

First Midwest Bank

By: _____

State of Wisconsin)
) S.S.
County of Dane)

Personally come before me this _____ day of _____, 2020, the above named corporate officer(s) to me known to be the person who executed the foregoing instrument and acknowledged the same.

My commission expires _____, Notary Public, Dane County, Wisconsin.


D'ONOFRIO KOTTKE AND ASSOCIATES, INC.

7530 Westward Way, Madison, WI 53717
Phone: 608.833.7530 • Fax: 608.833.1089
YOUR NATURAL RESOURCE FOR LAND DEVELOPMENT

DATE: September 24, 2020

F.N.: 20-05-108

C.S.M. NO. _____

DOC. NO. _____

VOL. _____ SHEET _____

CERTIFIED SURVEY MAP

LOCATED IN THE SE1/4 OF THE NE1/4 AND THE SW1/4 OF THE NE1/4 OF SECTION 1, T6N, R12E,
VILLAGE OF CAMBRIDGE, DANE COUNTY, WISCONSIN

VILLAGE OF CAMBRIDGE CERTIFICATE


This Certified Survey Map is hereby approved for recording per Village Plan Commission action
of _____ day of _____, 2020 and Village of Cambridge Board action
of _____ day of _____, 2020.

By: _____ Date: _____
Lisa Moon, Village Clerk

REGISTER OF DEEDS CERTIFICATE

Received for recording this _____ day of _____, 2020 at
_____, M. and recorded in volume _____ of Certified Survey
Maps on Pages _____ as Document Number _____.

Kristi Chlebowski, Dane County Register of Deeds

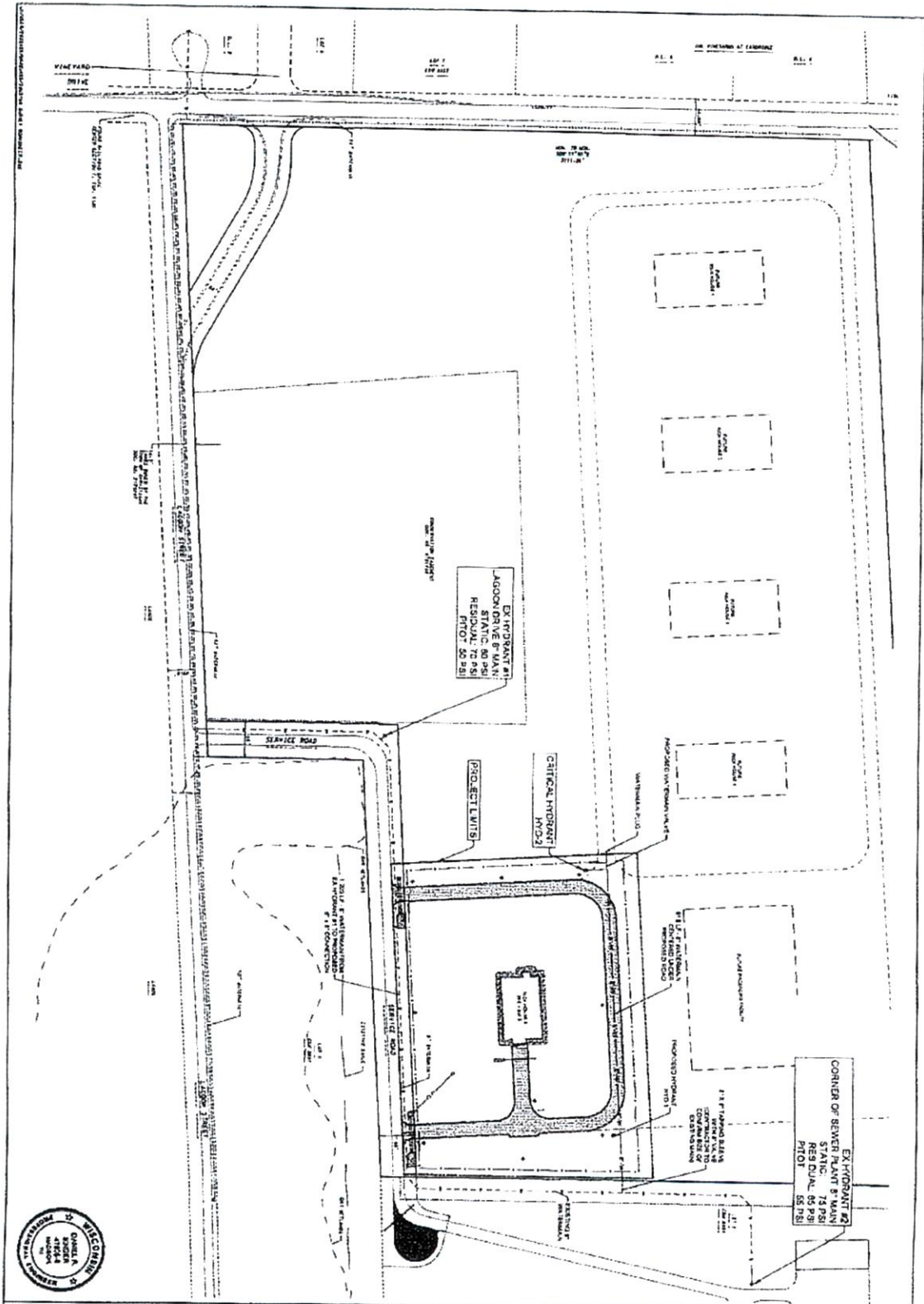

D'ONOFRIO KOTTKE AND ASSOCIATES, INC.
7530 Westward Way, Madison, WI 53717
Phone: 608.833.7530 • Fax: 608.833.1089
YOUR NATURAL RESOURCE FOR LAND DEVELOPMENT

DATE: September 24, 2020
F.N.: 20-05-108
C.S.M. NO. _____
DOC. NO. _____
VOL. _____ SHEET _____

EXHIBIT D

Depiction and Description of Water Main Improvements and Utility Easement Area

[See attached.]

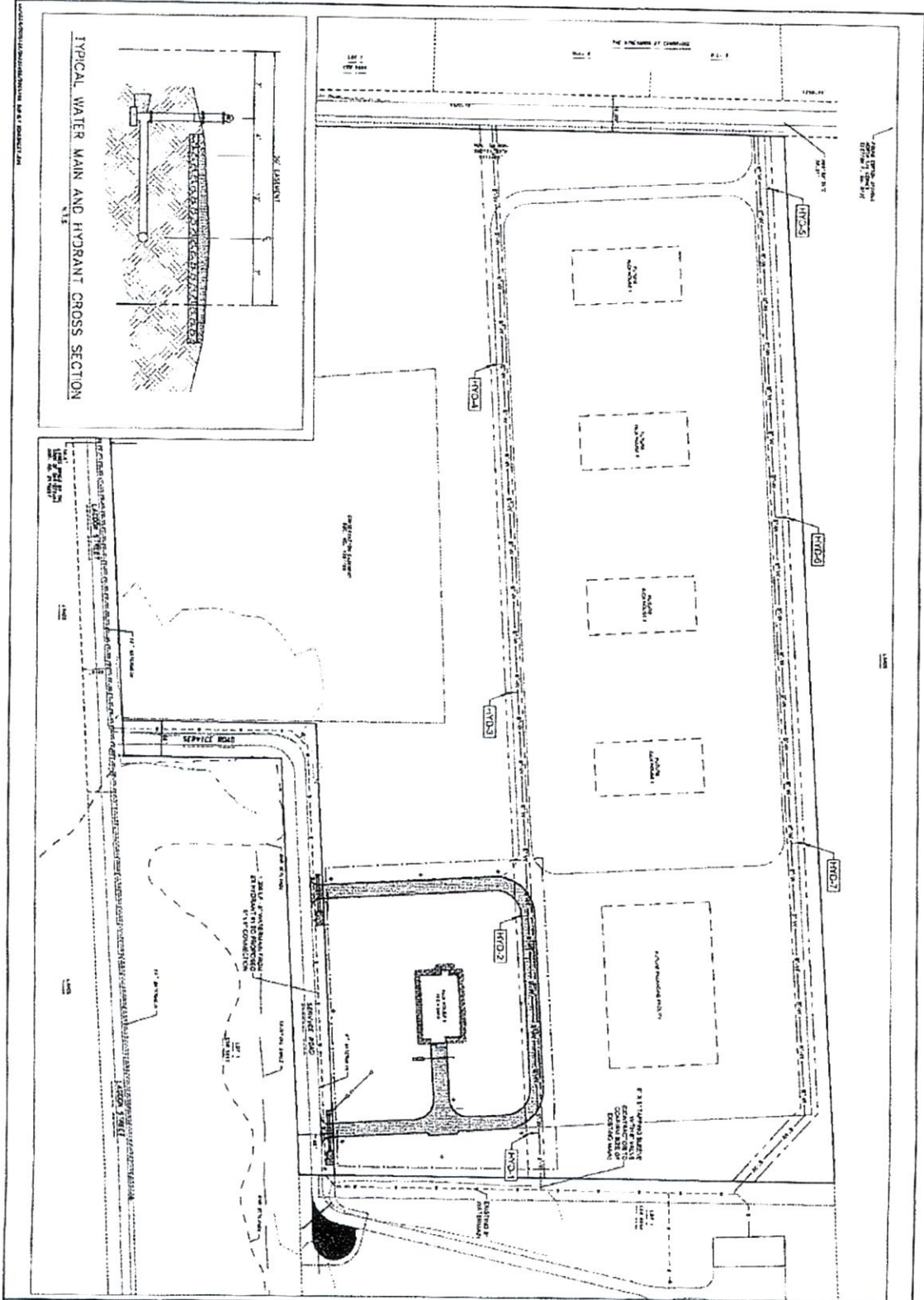


2024.1.13
 DATE OF ISSUE
 EXHIBIT
 SHEET NUMBER
 NO. 25-01-13

ROCK HOUSE 5 - WATER MAIN
CAMBRIDGE DISTILLING PROPERTIES
 LOCATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 33, T7N, R4E,
 VILLAGE OF CAMBRIDGE, CHASE COUNTY, WISCONSIN

WISCONSIN SURVEY AND ASSOCIATES, INC.
 7350 Whetzel Way, Madison, WI 53717
 Phone 608.833.2550 • Fax 608.835.1092
 WWW.WISCONSINSURVEYANDASSOCIATES.COM





TYPICAL WATER MAIN AND HYDRANT CROSS SECTION

DATE: 02/21/20
 SCALE: 1" = 40'
 SHEET NO. 108
 EXHIBIT

DIMING, GOAT - WATER MAIN PLANNING EXHIBIT
CAMBRIDGE DISTILLING PROPERTIES
 LOCATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 28, T7N, R1E,
 VILLAGE OF CAMBRIDGE, EVAN COUNTY, WISCONSIN

PONDING KETTER AND ASSOCIATES, INC.
 7230 Plymouth Way, Madison, WI 53717
 Phone: 608.255.7550 • Fax: 608.255.3142
 YOUR SUCCESS BEHINDS THE LAND DEVELOPMENT

EXHIBIT E

Intentionally Deleted.

EXHIBIT F

Depiction of Portion of Bike Path to be Relocated

[See attached.]

22882965.10

Utility Clerk

From: Dan Greve <dgreve@msa-ps.com>
Sent: Friday, October 14, 2022 10:52 AM
To: Utility Clerk; Lisa Moen
Cc: Joe DeYoung; Brian Roemer (BRoemer@ehlers-inc.com)
Subject: Project Update - Well #3 Water Treatment Facilities

Hi Vicki,

This email is to provide a brief update of the status of the Well #3 Water Treatment Facilities project. Please include it in the information packet to the Water & Sewer Committee for their October 18 meeting.

The Wisconsin Department of Natural Resources provided a second round of review questions/comments on October 12. Derek was copied on the October 12 memo from DNR. I will respond to those questions/comments today, and will copy you on my response to DNR just as I did with my response to the first round of review questions/comments.

We would like to obtain bids for the project soon, to confirm the total project cost. The Village would then be able to hold the public informational meeting regarding the project that the Wisconsin Public Service Commission is requiring, and would be able to complete the water rate case application to PSC. By this email, I am requesting, as an agenda item at their October 18 meeting, that the Committee authorize MSA to advertise the project for bids. We would anticipate a bid opening in mid to late November.

PSC is still in the process of reviewing the application for construction authorization, but the project can be bid prior to that authorization.

I will be available by telephone at **(608) 963-7432** during the October 18 meeting if any questions come up.

Thank you.



Dan Greve, PE | Senior Project Manager

MSA Professional Services, Inc.

100% Employee Owned

+1 (608) 355-8873



5:14



< Inbox Water Meter Re... >

notify me immediately.



Bid Proposal for Cambridge - Main Street AMI

VILLAGE OF CAMBRIDGE
Job Location: Cambridge, WI
Bid Date: 09/07/2022 12:00 pm
Core & Main 2523485

Core & Main
15655 West Rogers Dr
New Berlin, WI 53151
Phone: 262-786-5186
Fax: 262-786-4240

Seq#	Qty	Description	Units	Price	Ext Price	
DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.						
INFRASTRUCTURE						
10						
20	1	R100HA OUTDOOR COLLECTOR	EA	5,570.00	5,570.00	
30	1	ANTENNA & INSTALLATION PRICING SUBJECT TO CHANGE PER THIRD PARTY ASSEMENT	EA	10,000.00	10,000.00	
					SUBTOTAL	15,570.00
ONE TIME SETUP & TRAINING FEES						
50						
60	1	SENSUS RNI SAAS SETUP FEE MS SU RNI	EA	7,950.00	7,950.00	
70	1	SENSUS ANALYTIC SET UP FEE ENHANCED	EA	3,750.00	3,750.00	
80	1	SENSUS RNI ON-SITE TRAINING RNI CORE EDUCATION	EA	5,000.00	5,000.00	
90	1	SENSUS ANALYTICS INTEGRATION BASIC INTEGRATION	EA	5,000.00	5,000.00	
					SUBTOTAL	21,700.00
ANNUAL HOSTING FEE YEAR 1-5						
100						
110	1	SENSUS RNI & SA FEE YEAR 1	EA	14,813.10	14,813.10	
120	1	SENSUS RNI & SA FEE YEAR 2	EA	15,257.49	15,257.49	
130	1	SENSUS RNI & SA FEE YEAR 3	EA	15,715.22	15,715.22	
140	1	SENSUS RNI & SA FEE YEAR 4	EA	16,186.68	16,186.68	
150	1	SENSUS RNI & SA FEE YEAR 5	EA	16,672.28	16,672.28	
					SUBTOTAL	78,644.77
METER & RADIO INSTALL						
160						
170	606	510M S/POINT M2 TC SP HR & LD 5396353751201MI	EA	165.00	99,990.00	
180	606	3/4S IPERL 1000G 3-TS 4WHL 5M 7.5"LL 12S3GLXX	EA	160.00	96,960.00	
190	606	#39A AMR TOUCHPAD - BLACK AMR ACCESSORY 5390720600821	EA	8.00	4,848.00	
					SUBTOTAL	201,798.00
RADIOS FOR EXISTING METERS						
200						
210	192	510M S/POINT M2 TC SP HR & LD 5396353751201MI	EA	165.00	31,680.00	
					SUBTOTAL	31,680.00
					Sub Total	349,392.77
					Tax	0.00
					Total	349,392.77

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

VILLAGE OF CAMBRIDGE

AGENDA ITEM REQUEST FORM

Name, Address & Phone Number of individual requesting item.

Date of request.

Bill Barutha
809 WINSLEY WAY, CAMBRIDGE, WI
262-510-9909

10/11/22

What item are you requesting to be placed on the agenda. Please be specific.

EXCESSIVE WATER USAGE, NEW SOD.
July bill - \$1027.49

What action are you requesting by the Village? Again, please be specific.

POSSIBLE PARTIAL REFUND OF SEWER SERVICE.

Which Village committee, board or commission are you asking to review this item? (Where a standing committee has jurisdiction over an agenda item, that committee or commission will normally make a final decision, when applicable, or recommend a course of action to the Village Board.)

WATER AND SEWER

This form and all matters to be presented at a board meeting shall be filed with the administrator by noon on Wednesday preceding the scheduled regular board meeting to enable the administrator to prepare the agenda and distribute materials to the village board. § 2.08.140 Village Code of Ordinances. All persons attending meetings are requested to adhere to the Village of Cambridge Policy of Decorum.

Please attach any materials that you would like the Village committee, board or commission to consider.

In some cases, we may need additional information to advise the village board on legal or practical consequences of a proposed board action. The village president shall advise the administrator whether to include an item on the agenda. § 2.08.140.A.3. Village Code of Ordinances. The village president may also advise the administrator whether it will be referred to a standing committee for initial review, or if we need to request additional information.

Standing Committees/Commissions: Village Board (2nd and 4th Tuesday of the month); Audit and Finance; Licensing; Personnel; Public Works; Police and Fire; Water and Sewer (3rd Tuesday of the month); Plan Commission (2nd Monday of the month, as needed); Cable; Economic Development; Historic Preservation. Unless noted, committees meet on an as needed basis. All Committees, Commissions and Village Board follow the Village's Code of Conduct and Decorum Policy.

OFFICE USE ONLY

Date Received: 10-11-2022 Initials: VR Referral to:

VILLAGE OF CAMBRIDGE
SEWER CREDIT POLICY

Policy subject: Sewer Bill Adjustments
Issued: February 19, 2019
Effective: February 20, 2019

PURPOSE: To clarify and record the Cambridge Water and Sewer Utility's policy regarding the granting of sewer bill adjustments.

Statement of Policy:

1. Pursuant to Section 185.35(6) of the Public Service Commission Administrative Code, the Cambridge Water and Sewer Utility (Utility) may provide a discounted flow charge for sewer service. The Utility shall provide no discount flow charge for water service.
2. If a leak unknown to the customer is discovered in an appliance, fixture or the plumbing, the Utility may provide a discount on the sewer as outlined below. When a leak is discovered, the customer must submit to the Water, Sewer and Stormwater Committee (the Committee) a request for a credit. The adjustment will be on the next bill following affirmative action by the Committee only if by majority vote the Committee determines that it has received adequate proof that a leak did occur, and it has been corrected. This will be a one-time adjustment for sewer service; no additional adjustments will be made for service supplied.
3. The Utility will compare the usage in the month in question with the average usage over the prior two years. A 50% sewer usage credit will be provided for the amount billed over the average usage. As stated above, this will be a one-time credit.

10/11/2022 11:30 AM

Account History - Summary
ALL Transactions

Page: 1
UTIL

Post Date: From: 10/11/2021 Account Nbr: From: 010-5074-00 Group Cd: From:
Thru: Thru: 010-5074-00 Thru:

Account Nbr:	010-5074-00	Name:	BARUTHA, WILLIAM & LINDA	Running Balance	
	10/10/2021	- Balance:		0.00	
Post Date	Trans Date	Type	Trans ID	Amount	
7/05/2022	6/30/2022	Bill		92.47	92.47
7/28/2022	7/28/2022	Late Charge		1.13	93.60
7/29/2022	7/29/2022	Receipt	ACI	-93.60	0.00
8/05/2022	8/05/2022	Bill		1,027.49	1,027.49
8/26/2022	8/24/2022	Receipt	4002	-1,027.49	0.00
9/06/2022	9/06/2022	Bill		92.47	92.47
9/29/2022	9/29/2022	Receipt	4009	-93.60	-1.13
10/04/2022	10/03/2022	Bill		92.47	91.34
					=====
		010-5074-00 - Ending Balance:			91.34

10/11/2022 11:31 AM
UTIL

Meter Information - Full Report
All Accounts/All Meters - By Meter Nbr

Page: 1

From: Account Nbr: 010-5074-00 Route/Seq Nbr: Pressure Zone Cd:
Thru: 010-5074-00

Account Nbr: 010-5074-00 Customer Name: BARUTHA, WILLIAM & LINDA
Service Address: 809 WINERY WAY
PSC Classification: Residential

Meter Nbr: 90462932 Rate Type: 5/8" OR 3/4" Install Date: 6/23/2022
Route/Seq Nbr: 00-0000 Location: Pressure Zone Cd: 00
ROM Serial Nbr: ROM Install Date:
Register ID: 90462932 MXU/MIU ID: 96652418
Utilities: SEWER WATER
Memos: 1st:
2nd:
3rd:

<u>Read Date</u>	<u>Reading</u>	<u>Consumption</u>	<u>Comment</u>
10/03/2022	55000	2000	Remote Reading
9/02/2022	53000	2000	Remote Reading
8/03/2022	51000	49000	Remote Reading
6/30/2022	2000	2000	Remote Reading
6/29/2022	0	0	

Average water used 2,000 gallons.

47,000 additional usage to water sod.

$47 \times 15.93 = 748.71 \div 2$ \$374.36 Sewer Credit