



**Regular Village Board Meeting Agenda**  
**Tuesday, April 21, 2026**  
**6:00 p.m.**

Village Hall, 235 Hickory Street, Pewaukee, WI 53072

**To view the meeting live:**

<https://www.youtube.com/live/eTdsHpZhJ0E?si=HofFI32XC4KQUXy9>

1. Call to Order, Pledge of Allegiance, Moment of Silence and Roll Call.
2. Public Hearings/Presentations –None.
3. Approval of Minutes of Previous Meeting.
  - a. Minutes from the April 8, 2026, Regular Village Board Meeting.
4. Citizen Comments. – *This is an opportunity for citizens to share their opinions with Board Members on any topic they choose. However, due to Wisconsin Open Meeting laws, the Board is not able to answer questions or respond to your comments. All comments should be directed to the Board. Comments are limited to 3 minutes per speaker, with time being indicated by an audible alarm. When the alarm sounds, speakers are asked to conclude their comments. Speakers are asked to use the podium and state their name and address.*
5. Ordinances - None.
6. Resolutions – None.
7. Old Business – None.
8. New Business
  - a. Review, discussion and possible action to approve the proposed contractor pollution control insurance for the Kopmeier Lift Station project.
  - b. Review, discussion, and possible action to direct staff to prepare a draft ordinance regarding a Designated Outdoor Open-Intoxicant Area.
  - c. Review, discussion and possible action on proposed amended terms of Intergovernmental Cooperation Agreement between the Village of Pewaukee, City of Pewaukee and the Town of Delafield Regarding the Pewaukee Lake Water Safety Patrol Unit.
  - d. Review, discussion and possible action to confirm committee appointments by the Village President:
    - a. Public Works and Safety Committee – 1 Citizen Member (3-year term); Laurin Miller.
    - b. Sex Offender Residency Appeals Board – 1 Citizen Member (3-year term); Laurin Miller.
  - e. Review, discussion and possible action on all checks and invoices for March, 2026.
  - f. Review, discussion and possible action regarding a land license agreement with Soo Line Railroad Company D/B/A Canadian Pacific Kansas City for land adjacent to Kopmeier Drive.
  - g. The Village Board of the Village of Pewaukee will enter into closed session pursuant to Wis. Statute Section 19.85(1)(e) for deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, specifically regarding a land license agreement with Soo Line Railroad Company D/B/A Canadian Pacific Kansas City for land adjacent to Kopmeier Drive. After conclusion of any closed session, the Village Board will reconvene in open session pursuant to Wis. Statute Section 19.85(2) for possible additional review, discussion and action concerning these agenda items and to address the remaining meeting agenda
9. Citizen Comments. – *This is an opportunity for citizens to share their opinions with Board Members on any topic they choose. However, due to Wisconsin Open Meeting laws, the Board is not able to answer questions or respond to your comments. All comments should be directed to the Board. Comments are limited to 3 minutes per speaker, with time being indicated by an audible alarm. When the alarm sounds, speakers are asked to conclude their comments. Speakers are asked to use the podium and state their name and address.*
10. Adjournment.

Note: Notice is hereby given that a quorum of a Village Committee and/or Commission may be present at the Village Board meeting, and if so, this meeting shall be considered an informational meeting of that Committee or Commission and no formal action of that Committee or Commission shall occur. Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. To request such assistance, contact the Village Clerk at 262-691-5660.

Posted April 17<sup>th</sup>, 2026

**VILLAGE OF PEWAUKEE  
REGULAR VILLAGE BOARD MINUTES  
APRIL 8, 2026**

<https://www.youtube.com/live/rssJSmkztg?si=QUam-GTgzf-tdYoj>

**1. Call to Order, Pledge of Allegiance, Moment of Silence, and Roll Call**

President Knutson called the meeting to order at approximately 6:00 p.m. The Pledge of Allegiance was recited, followed by a moment of silence.

Roll Call was taken with the following Village Board members present: Trustee Nick Stauff, Trustee Bob Rohde, Trustee Kelli Belt, Trustee Rachel Pader, Trustee Kristen Kreuser, Trustee Jim Grabowski; and President Jeff Knutson.

Also Present: Public Works Director, Dave Buechl; Library Director, Nan Champe; Police Chief Tim Heier; Village Attorney, Matt Gralinski; Village Administrator, Matt Heiser; Village Clerk, Jenna Peter.

**2. Public Hearings/Presentations - None**

**3. Approval of Minutes of Previous Meeting**

**a. Minutes of the Regular Village Board Meeting – March 17, 2026**

**Trustee Rohde moved, seconded by Trustee Stauff to approve the March 17, 2026, minutes of the Regular Village Board meeting as presented.**

**Motion carried 5-0.**

**Trustees Belt and Kreuser abstained.**

**4. Citizen Comments – None**

**5. Ordinances – None**

**6. Resolutions –**

**a. Review, discussion, and possible action on Resolution 2026-03: A Resolution for Governmental Responsibility for Runoff Management Grants.**

**Director Buechl** reported that the Village’s existing street sweeper is nearing the end of its service life, with replacement anticipated in 2027. The replacement had originally been scheduled in the 2025 Capital Improvement Plan (CIP) but was delayed due to the potential availability of a grant. Buechl indicated staff will begin the grant application process for a street sweeper; noting that applying does not obligate the Village to move forward with a purchase. The potential replacement would be included in the 2027 CIP.

Administrator Heiser noted the project is currently identified in the Capital Improvement Plan.

Trustee Kreuser asked about the timeframe for using the grant.

Buechl stated he was unsure of the timing but noted that once a street sweeper is purchased, the Village would no longer be eligible for the grant. He will follow up and confirm the grant timing requirements.

**Trustee Grabowski moved, seconded by Trustee Stauff to approve Resolution 2026-03 as presented.**

**Motion carried 7-0.**

**7. Old Business – None**

**8. New Business****a. Review, discussion and possible action to approve the Organizational Chart for the Village of Pewaukee to make the Court Clerk a part-time position for the Municipal Court.**

Heiser reported that Judge Melissa Murray is proposing to separate the combined Court Clerk/Police Clerk position, creating a part-time Court Clerk position effective July 6, 2026.

Judge Murray stated the proposal was originally introduced over a year ago and now a consensus has been reached with the Police Department that separating the positions is workable. She noted this is part of a broader trend, with Chief Judge Bugenhagen reviewing similar arrangements statewide. The Court Clerk position would have no set overlap with police clerk duties and would be dedicated solely to court work. The Court Clerk office would be relocated to a separate room in the boardroom. Proposed hours would be Tuesday, Wednesday, Thursday, at 8 hours per day. Court payments would be encouraged through online options, QR codes, and the drop box to reduce impacts on police staff during court dates. Judge Murray also noted that recent statutory fee increases would result in increased revenue to the Village, and that no Board action is required under Section 1.102(d). Judge Murray also noted that a dedicated Court Clerk would significantly improve efficiency and reduce interruptions, and that the position would no longer have access to the police office.

Chief Heiser stated that separating the positions would require hiring an additional full-time police clerk to offset the loss of shared hours. He indicated there is sufficient work to justify a full-time position and that the transition could be managed within the available timeframe. Duties could be redistributed to improve operational efficiency.

Board members discussed staffing levels, coverage, long-term costs, and whether the change is necessary given that the combined position has functioned for many years.

Judge Murray emphasized that the proposal would improve service to residents by providing consistent court access and increased efficiency but noted that flexibility remains regarding the effective date and implementation if adjustments are needed.

**Trustee Grabowski moved, seconded by Trustee Stauff to approve the change to the organization chart for the Village for the part time Court Clerk.**

Trustee Rohde expressed concerns regarding the estimated cost and its overall impact on the General Fund, noting that the total cost may be higher than projected.

**Motion carried on a Roll Call vote 4-3.**

**Trustees Rohde, Belt and President Knutson voting no.**

**b. Review, discussion and possible action on the proposed job description for the Court Clerk position.**

Heiser explained this is defining what the duties will be for the Court Clerk.

**Trustee Rohde moved, seconded by Trustee Kreuser to approve the job description for the Court Clerk position.**

**Motion carried 7-0.**

**c. Review, discussion and possible action on the proposed job description for the Police Clerk position.**

Heiser explained this revises the job description for the Police Clerk.

**Trustee Rohde moved, seconded by Trustee Stauff to approve the job description for the Police Clerk**

**Motion carried 7-0.**

**d. Review, discussion and possible action request for project and funding approval for Pewaukee Public Library Flat Roof Replacement Project.**

Director Champe reported that a roofing expert was consulted regarding the proposed roof work. Both 30-year and 40-year warranty options are available and are considered high-quality systems. The Garland Group will monitor the installation process, with an on-site representative to ensure proper installation. The proposed quote applies only to the flat roof; the existing gabled roofs are in good condition and expected to last an additional 10 years.

Trustee Grabowski noted that flat roofs can be challenging and prone to leaks if not properly designed, particularly with drainage.

Trustee Kreuser asked whether a flat roof was required, and Champe explained that a flat roof is necessary to accommodate the elevator system, which must extend above the roofline.

Trustee Stauff asked whether the contract must be reviewed prior to approval and expressed concern about potential change orders.

Champe stated the Village is required to accept the lowest responsible bid and that the contractor must adhere to the specifications outlined in the proposal.

Attorney Gralinski noted that any change orders would require Board and City approval.

Champe added that the Board may approve the project with a not-to-exceed amount.

Trustee Pader stated that the Library Board is confident in the consultants hired for the project.

**Trustee Stauff moved, seconded by Trustee Grabowski to approve the funding approval for the Pewaukee Public Library Flat Roof Replacement Project.**

**Motion carried 7-0.**

**e. Review, discussion and possible action on letter of agreement with Verizon Wireless to consent for access to Village property at 1010 Quinlan Drive for Verizon to perform Phase I and Phase II Environmental Site Assessments (ESAs).**

Buechl explained that the Village owns a water tower located at 1010 Quinlan, which currently hosts equipment for several utility companies that pay lease fees to the Village. A new company has expressed interest in locating equipment on the tower. This item represents the first phase of the process, which includes conducting a survey and requesting access to the Village's equipment.

**Trustee Kreuser moved, seconded by Trustee Pader to approve the agreement with Verizon Wireless.**

**Motion carried 7-0.**

**f. Review, discussion and possible action to approve a storm water maintenance agreement with The Glen at Pewaukee Lake LLC and The Glen at Pewaukee Lake Homeowners Association Inc.**

**Trustee Grabowski moved, seconded by Trustee Rohde to approve the storm water maintenance agreement with the Glen at Pewaukee Lake LLC and the Glen at Pewaukee Lake Homeowners Association Inc.**

**Motion carried 7-0.**

**g. Review, discussion and possible action to approve a contract with RA Smith for the 2026 Glacier Road Project.**

**Trustee Grabowski moved, seconded by Trustee Stauff to approve the contract with RA Smith for the 2026 Glacier Road Project.**

**Motion carried 7-0.**

**h. Review, discussion and possible action to confirm committee appointments by the Village President:**

- a. Board of Review – 2 Citizen Members (3-year terms); Cheryl Mantz and Kyle McNulty.**

- b. **Public Works and Safety Committee – 1 Citizen Member (3-year term); Patrick Wunsch and 2 Trustee Members (1-year terms); Kelli Belt and Jim Grabowski.**
- c. **Joint Park and Recreation Board – 1 Trustee Member (1-year term); Kristen Kreuser.**
- d. **Historic Preservation Commission – 1 Trustee Member (1-year term); Kelli Belt.**
- e. **Lake Advisory Committee – 1 Trustee Member (1-year term); Jim Grabowski.**
- f. **Zoning Board of Appeals – 1 Citizen Member Alternate (3-year term); Patricia Stronger.**

**Trustee Grabowski moved, seconded by Trustee Pader to approve the committee appointees as presented by the Village President.**

**Motion carried 7-0.**

**i. Review, discussion and possible action on applications for Transient Merchant Permits.**

**a. Elliot Currie, Jr. – Renewal by Andersen**

Clerk Peter explained that background checks are conducted for all Transient Merchant license applicants. An application was submitted to the Village by Elliott Currie, Jr. for door-to-door window and door replacement services. The resulting background check indicated that the applicant's criminal history does not meet the Village's eligibility requirements for issuance of a Transient Merchant license. Due to the nature of the requested license and the substantial relationship between the applicant's background and the activities associated with transient merchant work, staff is recommending denial of the application.

Attorney Gralinski noted that the Police Chief submitted a written letter dated March 26, 2026 recommending denial of the application which was made part of the record.

Chief Heier reviewed the findings of the background check, reporting that on May 15, 2017, the applicant was charged with armed robbery and later convicted of that felony. The Chief stated that, due to the violent nature of the offense, there is a substantial relationship between the conviction and the duties of a transient merchant, which would include unsupervised, door-to-door interactions with residents, potentially including individuals who may be home alone or otherwise vulnerable. Based on these concerns, the Chief recommended denial of the application. Chief Heier also noted that he spoke with both the applicant and the applicant's supervisor and invited them to attend the meeting to discuss the matter further.

Gralinski advised the Board that its decision must be based solely on the felony armed robbery conviction and whether the circumstances of that offense are directly related to the duties of a transient merchant. He inquired whether anyone was present on behalf of the applicant and noted that no one was in attendance. Gralinski further explained that, pursuant to Wis. Stat. § 111.335, the Board is required to determine whether the circumstances of the offense are substantially related to the license application under consideration.

**Trustee Stauff moved, seconded by Trustee Kreuser to deny the applicant, Elliot Currie, Jr. based on the recommendation from Staff and the Police Chief.**

**Motion carried 7-0.**

**b. Jordan Mueller – Renewal by Andersen**

**Trustee Grabowski moved, seconded by Trustee Rohde to approve the Transient Merchant Permit for Jordan Mueller.**

**Motion carried 7-0.**

**j. Review, discussion, and possible action on Waukesha County Case [2026CV000542](#), Kirkland Crossings v. Village of Pewaukee.**

Attorney Gralinski recommended the Board go into closed session to discuss the litigation strategy of this case.

**k. The Village Board of the Village of Pewaukee will enter into closed session pursuant to Wis. Statute Section 19.85(1)(g) for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with**

respect to litigation in which it is or is likely to become involved, specifically regarding Waukesha County Case [2026CV000542](#), Kirkland Crossings v. Village of Pewaukee. After conclusion of any closed session, the Village Board will reconvene in open session pursuant to Wis. Statute Section 19.85(2) for possible additional review, discussion and action concerning these agenda items and to address the remaining meeting agenda.

Trustee Grabowski moved, seconded by Trustee Rohde to move into closed session at approximately 7:18 p.m.

Motion carried on a roll call vote 7-0.

Trustee Grabowski moved, seconded by Trustee Rohde to move into open session at approximately 7:24 p.m.

Motion carried on a roll call vote 7-0.

9. Citizen Comments- None

10. Adjournment

Trustee Grabowski moved, seconded by Trustee Stauff to adjourn the April 8, 2026, Regular Village Board meeting at approximately 7:25 p.m.

Motion carried 7-0.

Respectfully Submitted,

Jenna Peter  
Village Clerk



To: Jeff Knutson, President  
Trustees of the Village Board

From: Matt Heiser  
Village Administrator

Date: April 15, 2026

Re: April 21, 2026 Meeting Agenda Item 8(a)  
Review, discussion and possible action to approve the proposed contractor pollution control insurance for the Kopmeier Lift Station project.

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### **BACKGROUND**

The Village has been pursuing a project to update equipment at the Kopmeier Lift Station for a while. Engineers from Ruckert/Mielke initially reached out to Canadian Pacific Railroad on November 13, 2023 for approval of this work.

Canadian Pacific Railroad informed the Village in 2025 that we are required to have Contractor's Pollution Control Insurance. This is unusual for the Village to obtain; normally the contractors hired by the Village for their projects are required to have it. Requests by the Village to waive this requirement were denied; however.

### **ACTION REQUESTED**

The action requested of the Village Board is to approve the purchase of Contractor's Pollution Control Insurance as presented by staff.

### **ANALYSIS**

This is an unbudgeted expense and will be added to the listing of those when the next financial reports are submitted to the Board.

The Village is still in negotiations with CP Railroad over this project. Staff will not actually purchase the insurance until the project is approved by the railroad. However, staff is requesting authorization now so the project is ready to proceed the moment the railroad approves of it.

Attachments:

1. E-mail from the Insurance Agent with coverage and cost of a Contractor's Pollution Control policy.

**RE: Contractor's Pollution Coverage**

From Pettit, Ashley <Ashley.Pettit@rrins.com>  
Date Mon 4/6/2026 1:49 PM  
To Matt Heiser <VillageAdmin@villageofpewaukee.gov>

 1 attachment (106 KB)  
Westchester Surplus Lines Insurance Company -TRIA Rejection.pdf;

Hi Matt!

The Pollution Policy has been quoted as follows:

<b>Limits of Liability:</b>		<b>Deductible:</b>	<b>Deductible Basis:</b>	<b>Retroactive Date:</b>
<b>Contractors Pollution Liability – Each Pollution Condition</b>	\$5,000,000	\$10,000	Each Pollution Condition	Not Applicable
<b>General Aggregate:</b>	\$5,000,000	<i>(The most the insurer will pay for the sum of damages under all Coverage Parts)</i>		
<b>Policy Period:</b> 04/01/2026 - 04/01/2027		<b>Exposure: \$865,600</b>		

**Premium:** \$11,489.00  
**Broker Fee:** \$500.00  
**Surplus Lines Tax:** \$359.67  
  
**Grand Total:** \$12,348.67

<b><i>Option to Elect Terrorism Coverage</i></b>
<b>TRIPRA Premium:</b> APPLIES \$1,149.00 <b>Additional Taxes:</b> \$34.47 <b>Total Including TRIA(if elected)</b> \$13,532.14

**Subjectivities:**

- Contractors to be named on ENV – 3149( Owner-Controlled Insurance Program (OCIP)) endorsement
- Copy of Project addendum including contract number

If you would like to proceed with this coverage, please let me know if you would like to accept or reject the Terrorism Coverage and provide the two items listed as subjectivities above. Terrorism Rejection form is attached if you are choosing to reject.

Please let me know if you have any questions.

Thanks!  
Ashley

**POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE  
COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury---in consultation with the Secretary of Homeland Security, and the Attorney General of the United States---to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the federal government under the act.

You should also know that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

COVERAGE OF "ACTS OF TERRORISM" AS DEFINED BY THE REAUTHORIZATION ACT WILL BE PROVIDED FOR THE PERIOD FROM THE EFFECTIVE DATE OF YOUR NEW OR RENEWAL POLICY THROUGH THE EARLIER OF THE POLICY EXPIRATION DATE OR DECEMBER 31, 2027. EFFECTIVE DECEMBER 31, 2027 THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT EXPIRES.

**Acceptance or Rejection of Terrorism Insurance Coverage**

If you choose to purchase Terrorism Insurance Coverage, the portion of your premium that is attributable to coverage for acts of terrorism is \$1149.

If you choose to reject Terrorism Insurance Coverage, you or your authorized representative may do so by signing and returning this notice where indicated below or otherwise notifying us prior to the inception or renewal date of the policy. Failure to do so prior to such date will be deemed purchase of Terrorism Insurance Coverage.

By Signing below, Terrorism Insurance Coverage is rejected.

_____	<u>Westchester Surplus Lines Insurance Company</u>
Policyholder/Applicant/Authorized	Insurance Company
Representative's Signature	
_____	_____
Print Name	Policy Number
_____	
Date	



To: Jeff Knutson, President  
Trustees of the Village Board

From: Matt Heiser  
Village Administrator

Date: April 15, 2026

Re: April 21, 2026 Meeting Agenda Item 8(b)  
Review, discussion and possible action to direct staff to prepare an ordinance regarding Designated Outdoor Open-Intoxicant Areas.

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## **BACKGROUND**

Since August of 2024 the Administrator has received sporadic input from a variety of sources about changing the rules of open intoxicants in the downtown area.

State statute prohibits carry-ins to a premise selling alcoholic beverages. This is not within the jurisdiction of local government. The state strictly prohibits customers from bringing an alcoholic beverage into a premise selling their own.

However, local government controls whether it is allowed for people to consume them outdoors or off-premise in public areas. Presently the Village does not allow a patron to leave a premise with an open intoxicant or consume such intoxicant in public areas. This is very common in communities across Wisconsin. During COVID, the state did revise statutes to allow patrons to purchase intoxicants for pick-up but they must be sealed; they cannot be open.

During community events in the Village; some downtown businesses sell sealed intoxicants which can be taken out of the premise. Patrons are not supposed to open/consume them outdoors as prohibited by Village ordinance but it can be difficult for the police to enforce.

## **ACTION REQUESTED**

The action requested of the Village Board is to decide if they wish to have a Designated Outdoor Open-Intoxicant Area. If the Board does want one they should direct staff to prepare an ordinance to define a Designated Outdoor Open-Intoxicant Area.

## **ANALYSIS**

The Village Attorney has prepared a letter of analysis which is attached to this memo.

Some basic features of a potential DOOA are:

1. Would the Board wish the area to be tied to an event or during a specified season?
2. What times of day would the Board like this to be in effect?
3. Where would the Board like this area to be located?

This might be a sensitive situation impacting different stake-holders in the community. The stake-holders include:

1. Downtown/lake front businesses
2. The Police Department
3. The Parks and Recreation Department
4. The Civic groups that host events downtown. If open intoxicants were allowed during events it could impact sales by the hosting organization.

Open intoxicants could also impact the environment of the downtown. Communication with stake holders would be an important part of moving this forward. At present staff have had individual conversations with some business owners. This has not yet been discussed with civic organizations.

Attachments:

1. Letter of analysis by Village Attorney Matt Gralinski

**HIPPENMEYER, REILLY, BLUM,  
SCHMITZER & FABIAN, S.C.**

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[www.hrblawfirm.com](http://www.hrblawfirm.com)

MARK G. BLUM  
OF COUNSEL

EMAIL: [MGRALINSKI@HRBLAWFIRM.COM](mailto:MGRALINSKI@HRBLAWFIRM.COM)

March 10, 2026

**Via Email ONLY: [villageadmin@villageofpewaukee.gov](mailto:villageadmin@villageofpewaukee.gov)**

Matt Heiser, Village Administrator  
235 Hickory Street  
Pewaukee, WI 53072

Re: Open/Outdoor Consumption of Alcohol; Designated Districts

Dear Matt:

This letter is in response to your request for a review of the feasibility of a Village Ordinance permitting open/outdoor consumption of alcohol in certain situations. Specifically, you asked I review other communities' examples of designated "outdoor refreshment areas" and provide my thoughts on the workability and potential issues of such areas were the Village to consider implementing similar changes.

Our office previously reviewed the issue of outdoor alcohol consumption/open carry in 2022. At that time, we raised several concerns. First, there was very little, at that time, in the way of exemplar communities who had implemented open carry/consumption authorizations. At that time, the Village would have been in an extreme minority on the issue. Second, there was concern over the need to modify or extend a licensed premise description to include possible public areas outside the actual premises. Questions over how the Wisconsin Department of Revenue would treat such areas and the local approach to licensing were significant given the lack of track record in 2022. Third, a general concern over Village ability to control consumption in public areas once individuals leave a premises was raised, including security, policing, and Village resources needed to maintain and enforce any public areas open to consumption.

In reviewing this subject again in 2026, there has been significant development which address the first and second classes of concerns previously raised. Generally speaking, this area of local regulation has developed in the past four years where there are now several exemplar communities and exemplar codes where this type of authorization has been given. Communities have adopted an approach whereby a designated geographical area within the municipality is designated outdoor refreshment area. Subject to certain terms and conditions, the general prohibition on off-premise consumption on public streets or sidewalks is then lifted within that designated geographic area. It is these "terms and conditions" of consumption where communities have taken divergent approaches.

The City of Oshkosh, for example, created a designated outdoor refreshment area in 2022 that is not event specific. Within the designated area, carrying and consumption of alcoholic beverages can occur on

Thursday, Friday and Saturday evenings from July to October during different hours of the evening depending on the day.

Other communities, such as the City of Waukesha, have created the authorizing district within their code, but provide it may only be activated with an associated, approved special even permit. My understanding is this ordinance specifically had Friday Night Live in Waukesha in mind. Importantly, this ordinance was only adopted in 2025 and was not implemented for the 2025 concert season. Thus, we unfortunately do not have data points on practical implementation of one of these districts from a nearby community.

Other communities throughout the state have also adopted ordinances in one silo or another. But I mention these topline communities to put a heading on the different approaches of event-specific authorization and more general authorization.

Common amongst both approaches to DORAs are additional rules and regulation for consumption within the district including:

1. Prohibition on carry-in alcohol, i.e. alcohol must be purchased from a premises within the district.
2. Consumption can only occur on sidewalks and right of way closed to vehicular traffic, prohibition on consumption in parks, parking lots etc. are maintained.
3. Time and Date Specifications based on season and day of the week.
4. Packaging requirements for alcohol removed from a licensed premises for public consumption, including that they be in unbreakable transparent/semi-transparent cups, or their original aluminum or plastic packaging. Glass is usually prohibited.

The fact communities have adopted and implemented these ordinances somewhat obviates the concern we had in 2022 of a lack of track record in this area, though I would note these types of districts are still in their relative infancy.

The ordinances on the book also answer the question, in the negative, of whether it is necessary to extend a licensed premise for individual establishments to account for open consumption in public areas. Apparently, state regulators have yet to offer objection to this approach.

However, the concerns I would still have would be policing and monitoring any proposed district, both on the licensed establishment side of things as well as the Village side. State law requires that only beverages purchased at a certain premises can be consumed on that premise. Thus, carry ins are generally prohibited. Ultimately it is the licensee's obligation, not the Village's, to police that aspect of their licensure and prevent carry in consumption. The Village would have no liability for a failure of that type of policing. However, I raise it as an issue that will arise. In all of these district examples, there is substantial buy in needed from the local business included within that district to self-police, including preventing carry ins to individual establishments, maintaining the packaging of any beverages removed from the premises, creating the seal/stickers for the packaging, etc. If one or more businesses within a district are not participating fully, or not self-policing, that could create issues for the idea as a whole. Additionally, for those businesses which may not want to participate in a district, it could the Village's

authorization of a district right outside their doors put a burden on a reluctant business to police, for example, carry ins from other establishments? That is a potential by-product to consider.

The Village portion of the enforcement relates to these areas where consumption will occur, its sidewalks and public right of ways. The concerns expressed in 2022 as to the resources needed to maintain safety and order within any proposed district remain. The Police Department should certainly be consulted as to their thoughts on being able to maintain and police any proposed district. There is also the question of resources needed to maintain signage, barricades, etc. to clearly demarcate any district and the point at which alcohol may not be removed and/or carried in. Another common factor to these DORAs is a Right-Of-Way closed to vehicular traffic, which is not always the case in the lakefront.

Of course, the Village is generally immune under Wis. Stat. § 125.037 for civil liability caused by the consumption of alcoholic beverages simply because we issued a license to sell, or allowed a licensed premises to give away alcoholic beverages on property owned or leased by the municipality, or failing to monitor or supervise the activities of a licensee or permittee. Civil liability will remain with the establishments.

In sum, in reviewing the current state of play regarding this issue some of the questions raised in 2022 have been resolved, but enough remain that the Village still needs to carefully consider Village ability to control consumption and its necessary after affects within any public area designated for open alcohol consumption.

I trust this letter is responsive to your questions. The conclusions expressed in this letter may be shared with appropriate Village staff and officers. However, before this letter is shared with any third party stakeholders, please contact me to discuss.

Thank you for your consideration of these comments.

Sincerely,

HIPPENMEYER, REILLY, BLUM,  
SCHMITZER & FABIAN, S.C.

*/s/: Matthew R. Gralinski*

Matthew R. Gralinski  
Village Attorney

MRG/sm



To: Jeff Knutson, President  
Trustees of the Village Board

From: Matt Heiser  
Village Administrator

Date: April 16, 2026

Re: April 21, 2026 Meeting Agenda Item 8(c)  
Review, discussion and possible action on proposed amended terms of  
Intergovernmental Cooperation Agreement between the Village of Pewaukee, City of  
Pewaukee and the Town of Delafield Regarding The Pewaukee Lake Water Safety Patrol  
Unit.

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### **BACKGROUND**

The Village approved an extension of this agreement at its meeting on February xx, 2026. The Town of Delafield desired revisions to it after that meeting.

### **ACTION REQUESTED**

The action requested of the Village Board is to approve the amended agreement as presented by staff.

### **ANALYSIS**

The Town of Delafield requested that the name in the contract be changed from “Water Safety Patrol Committee” to “Lake Pewaukee Advisory Committee”. They also requested the contract state that the Village will be the permanent host and keeper of the minutes going forward.

The Town provided a signed amended version in March.

Attachments:

1. Amended agreement.

**EXTENSION OF TERM OF  
INTERGOVERNMENTAL COOPERATION AGREEMENT  
BETWEEN THE VILLAGE OF PEWAUKEE, CITY OF PEWAUKEE  
AND THE TOWN OF DELAFIELD REGARDING THE  
PEWAUKEE LAKE WATER SAFETY PATROL UNIT**

This Extension Agreement is made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the Village of Pewaukee, Wisconsin, a municipal corporation (hereinafter referred to as the "Village"), the City of Pewaukee, Wisconsin, a municipal corporation (hereinafter referred to as the "City") and the Town of Delafield, Wisconsin, a municipal corporation (hereinafter referred to as the "Town"), as riparian jurisdictions on Pewaukee Lake.

**WHEREAS**, the Village, City and Town entered into a Intergovernmental Cooperation Agreement regarding the Pewaukee Lake Water Safety Patrol commencing on April 1, 2016, (hereinafter referred to as the "Agreement"); and

**WHEREAS**, the Village, City, and Town entered into an Extension of the Agreement commencing on April 1, 2021; and

**WHEREAS**, the Agreement as extended is scheduled to terminate on March 31, 2026; and

**WHEREAS**, the Village, City and Town are desirous of again extending the term of the current Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

Paragraph F of the Agreement is hereby amended to provide that the Term of the Agreement shall hereby be extended, commencing April 1, 2026, and continuing until March 31, 2031, unless otherwise terminated prior to that date, pursuant to the terms of the Agreement.

Paragraph K of the Agreement is hereby amended to strike "Water Safety Patrol Committee" and replace with "Lake Pewaukee Advisory Committee" and to further provide that meetings of the Committee shall take place at the Village of Pewaukee Village Hall. Minutes of committee meetings shall be kept by the Village, posted on the Village website, and the City and Town respective websites shall link to the Village's webpage for posting of such minutes.

This Extension Agreement may be executed in identical counterparts.

All other terms and conditions of the Agreement shall remain in full force and effect. This Extension Agreement shall be effective as of the date first above written.

[SIGNATURE PAGE OF EXTENSION AGREEMENT TO FOLLOW]

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**APPROVAL OF EXTENSION AGREEMENT**

**Village of Pewaukee**

Approved by the Village Board of the Village of Pewaukee on the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**VILLAGE OF PEWAUKEE**

By: \_\_\_\_\_  
Jeffrey Knutson, President

ATTEST:

By: \_\_\_\_\_  
Jenna Peter, Clerk

**City of Pewaukee**

Approved by the City Council of the City of Pewaukee on the 6<sup>th</sup> day of April, 2026.

**CITY OF PEWAUKEE**

By: [Signature]  
Steve Bierce, Mayor

ATTEST:

By: [Signature]  
Kelly Tarczewski, Clerk/Treasurer

**Town of Delafield**

Approved by the Town Board of the Town of Delafield on the 22 day of MARCH, 2026.

**TOWN OF DELAFIELD**

By: Edward Kranick  
Edward Kranick (Mar 19, 2026 20:49:44 CDT)  
Edward Kranick, Chairman of the Board

ATTEST:

By: Michelle Luedtke  
Michelle Luedtke, Clerk/Treasurer



To: Jeff Knutson, President  
Trustees of the Village Board

From: Matt Heiser  
Village Administrator

Date: April 16, 2026

Re: April 21, 2026 Village Board Meeting Agenda Item 8(d)  
Review, discussion and possible action to confirm Committee Appointments by the Village President.

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### **BACKGROUND**

A variety of Committee appointments need to be made with the beginning of the new term.

The Village President made the following appointments:

1. Public Works and Safety Committee - 1 Citizen Member (3-year term); Laurin Miller.
2. Sex Offender Residency Appeals Board – 1 Citizen Member (3-year term); Laurin Miller.

### **ACTION REQUESTED**

The action requested is to confirm the appointments of the Village President.

### **ANALYSIS**

None.

Attachment – None.

Report Criteria:

Report type: Invoice detail  
 Check.Type = {<-} "Adjustment"

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
<b>76231</b>						
03/26	03/06/2026	76231	AMAZON CAPITAL SERVI	1KH6-LK7R-M	LIBRARY/OFFICE SUPPLIES	22.86
03/26	03/06/2026	76231	AMAZON CAPITAL SERVI	1WCF-CP1X-3	LIBRARY/ADULT/GAMES	16.65-
Total 76231:						6.21
<b>76232</b>						
03/26	03/06/2026	76232	AUTOZONE STORES LLC	04338172812	#101 HEATER HOSE REPAIR CONNECTOR	15.07
Total 76232:						15.07
<b>76233</b>						
03/26	03/06/2026	76233	BRAVO COMPANY USA I	27881	POLICE/2026 CHARGING HANDLE	123.89
Total 76233:						123.89
<b>76234</b>						
03/26	03/06/2026	76234	CINTAS CORPORATION	4259772616	WATER UNIFORMS	251.90
Total 76234:						251.90
<b>76235</b>						
03/26	03/06/2026	76235	CITY OF DELAFIELD	02182026	POLICE/REIMBURSEMENT PAYMENT TO DELAFIELD PD FOR D	115.50
03/26	03/06/2026	76235	CITY OF DELAFIELD	03032026	POLICE/2026 REIMBURSEMENT TO CITY OF DELAFIELD FOR S	59.40
03/26	03/06/2026	76235	CITY OF DELAFIELD	113-1424500-5	POLICE/REIMBURSEMENT TO CITY OF DELAFIELD FOR TOWIN	16.14
Total 76235:						191.04
<b>76236</b>						
03/26	03/06/2026	76236	DECKER, DOUGLAS	2026 BOOT R	DOUG DECKER (2026) WORK BOOT REINBURSEMENT	200.00
Total 76236:						200.00
<b>76237</b>						
03/26	03/06/2026	76237	DEPARTMENT OF NATL R	03032026	2026 BOAT PATROL TRAINING REGISTRATION FOR TWELMEYE	20.00
Total 76237:						20.00
<b>76238</b>						
03/26	03/06/2026	76238	ERIC MANGES	03162026	LIBRARY/BRIDGES ADULT PROGRAMMING GRANT	300.00
Total 76238:						300.00
<b>76239</b>						
03/26	03/06/2026	76239	EWALDS HARTFORD FO	51677	POLICE 2026/NEW SQUAD 645	44,481.50
Total 76239:						44,481.50
<b>76240</b>						
03/26	03/06/2026	76240	FOTH INFRASTRUCTURE	102404	CHARGE BACK - WCTC BUILDING Q ADDITION	177.60

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
Total 76240:						177.60
<b>76241</b>						
03/26	03/06/2026	76241	GORDIE BOUCHER FOR	840452	POLICE DEPT STOCK BULK OIL FILTERS	140.88
Total 76241:						140.88
<b>76242</b>						
03/26	03/06/2026	76242	HYDROCORP	CI-11354	CROSS CONNECT PRGM FEBRUARY 2026	1,404.89
Total 76242:						1,404.89
<b>76243</b>						
03/26	03/06/2026	76243	INGRAM LIBRARY SERVI	94538882	LIBRARY/INGRAM BOOKS	326.81
03/26	03/06/2026	76243	INGRAM LIBRARY SERVI	94574391	LIBRARY/INGRAM BOOKS	306.11
03/26	03/06/2026	76243	INGRAM LIBRARY SERVI	94586295	LIBRARY/INGRAM BOOKS	780.95
03/26	03/06/2026	76243	INGRAM LIBRARY SERVI	94648549	LIBRARY/INGRAM BOOKS	255.99
Total 76243:						1,669.86
<b>76244</b>						
03/26	03/06/2026	76244	KELLERMEISTER BEVER	Receipt 9.245	CUG APP WITHDRAWAL - MARCH 2026 PC MEETING	190.00
Total 76244:						190.00
<b>76245</b>						
03/26	03/06/2026	76245	LAWSON PRODUCTS, IN	9313233950	DPW MECHANICS SUPPLIES: WASHERS / GRINDING WHEELS /	940.46
Total 76245:						940.46
<b>76246</b>						
03/26	03/06/2026	76246	MADISON COOPER	021026	LIBRARY/REIMBURSEMENT FOOD FOR ADULT PROGRAM	46.54
03/26	03/06/2026	76246	MADISON COOPER	021326	LIBRARY/REIMBURSEMENT FOOD FOR ADULT PROGRAM	23.97
Total 76246:						70.51
<b>76247</b>						
03/26	03/06/2026	76247	MIDWEST TAPE	508453960	LIBRARY/1 ADULT DVD	26.99
Total 76247:						26.99
<b>76248</b>						
03/26	03/06/2026	76248	NORTHERN LAKE SERVI	2602477	BACTERIA 02.16.26	93.00
Total 76248:						93.00
<b>76249</b>						
03/26	03/06/2026	76249	OPEN SKY PRODUCTION	1942	150TH ANNIVERSARY DRONE SHOW DOWNPAYMENT	20,000.00
Total 76249:						20,000.00
<b>76250</b>						
03/26	03/06/2026	76250	PRAIRIE LAKES LIBRARY	3064	LIBRARY/4 LAPTOPS	2,377.08

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
Total 76250:						2,377.08
<b>76251</b>						
03/26	03/06/2026	76251	PUBLIC SERVICE COMMI	3601-I-04620	PSC APPLICATION REVIEW- RATE CASE 2025	97.28
Total 76251:						97.28
<b>76252</b>						
03/26	03/06/2026	76252	RA SMITH, INC	193486	CHARGE BACK - PEWAUKEE SCHOOL DISTRICT	252.00
03/26	03/06/2026	76252	RA SMITH, INC	193487	CAPITOL DRIVE ANGLED PARKING REVIEW	2,830.50
03/26	03/06/2026	76252	RA SMITH, INC	193488	CHARGE BACK - WCTC - BUILDING Q ADDITION	274.50
03/26	03/06/2026	76252	RA SMITH, INC	193489	CHARGE BACK - WCTC BUILDING Q ADDITION	457.50
03/26	03/06/2026	76252	RA SMITH, INC	193490	2026 ROAD & UTILITY IMPROVEMENTS: GLACEIR RD SANITARY	5,215.50
03/26	03/06/2026	76252	RA SMITH, INC	193524	2025 PEWAUKEE DAM INSPECTION	183.00
03/26	03/06/2026	76252	RA SMITH, INC	193557	2025 ROAD IMPROVEMENT PROGRAM - WATER MAIN INSPEC	6,619.25
Total 76252:						15,832.25
<b>76253</b>						
03/26	03/06/2026	76253	RHYME BUSINESS PROD	41289455	DPW COPIER & LEASE	272.81
03/26	03/06/2026	76253	RHYME BUSINESS PROD	AR914235	LIBRARY/COPIES 2026.2.23 TO 2026.3.22	193.00
Total 76253:						465.81
<b>76254</b>						
03/26	03/06/2026	76254	ROOTER SEWER CLEAN	370823	VILLAGE HALL BATHROOM BACKUP / CAMERA	740.00
03/26	03/06/2026	76254	ROOTER SEWER CLEAN	37085	POLICE MENS LOCKER ROOM CAMERAOF DRAIN / REMOVE F	519.00
Total 76254:						1,259.00
<b>76255</b>						
03/26	03/06/2026	76255	RUEKERT & MIELKE, INC	161932	GIS: ADD MISSING DATA	745.00
03/26	03/06/2026	76255	RUEKERT & MIELKE, INC	161933	LIFT STATION #1 - HYDRAULIC MODELING	1,094.50
03/26	03/06/2026	76255	RUEKERT & MIELKE, INC	161934	WELL 7 - DESIGN & PSC CONSTRUCTION AUTHORIZATION	1,379.25
03/26	03/06/2026	76255	RUEKERT & MIELKE, INC	161935	WELL 6 CONSTRUCTION ADMINISTRATION	4,328.50
03/26	03/06/2026	76255	RUEKERT & MIELKE, INC	161936	WELL 4 CONSTRUCTION ADMINISTRATION	5,543.50
Total 76255:						13,090.75
<b>76256</b>						
03/26	03/06/2026	76256	SHERWIN INDUSTRIES I	SC054707	SHERWIN INDUSTRIES MASTIC ONE	1,728.00
Total 76256:						1,728.00
<b>76257</b>						
03/26	03/06/2026	76257	SpectrumVoIP	789086	OFFICE PHONES	56.12
Total 76257:						56.12
<b>76258</b>						
03/26	03/06/2026	76258	STREICHERS	1812497	POLICE/2026 PEPPERBALL LAUNCHERS ROUNDS MAINTENAN	3,500.00
03/26	03/06/2026	76258	STREICHERS	1812512	POLICE/2026 RICKLEFS NEW HIRE UNIFORM DETAILING, PANT	282.85
03/26	03/06/2026	76258	STREICHERS	1812531	POLICE/2026 PROJECTILES PRACTICE AND LIVE ROUNDS RAIL	1,619.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
Total 76258:						5,401.85
<b>76259</b>						
03/26	03/06/2026	76259	TKK ELECTRONICS C/O	10294-1	POLICE/CRADLE POINT SERVICE SUPPORT RENEWAL ANNUAL	958.50
Total 76259:						958.50
<b>76260</b>						
03/26	03/06/2026	76260	V PRIVATE BAR SERVICE	1124	LIBRARY/BEVERAGE SERVICE ADULT PROGRAM	350.00
Total 76260:						350.00
<b>76261</b>						
03/26	03/06/2026	76261	VERDANT COMMERCIAL	906031979	DESK PHONES DPW	576.45
Total 76261:						576.45
<b>76262</b>						
03/26	03/06/2026	76262	WALTER, PAM	MARCH BOO	PAMS WORKBOOTS (2026)	67.81
Total 76262:						67.81
<b>76263</b>						
03/26	03/06/2026	76263	WAUKESHA COUNTY TE	S0887475	POLICE/2026 ROWE INTERNAL AFFAIRS TRAINING	379.00
Total 76263:						379.00
<b>76264</b>						
03/26	03/06/2026	76264	WAUKESHA COUNTY TR	CINV2026-004	WAUKESHA COUNTY (2025) BRINE PURCHASE	101.50
Total 76264:						101.50
<b>76265</b>						
03/26	03/06/2026	76265	WERNER ELECTRIC SUP	S7969156.001	LED LIGHTING COMPONENT DRIVERS	407.68
Total 76265:						407.68
<b>76266</b>						
03/26	03/13/2026	76266	AMAZON CAPITAL SERVI	1CYG-XRYQ-	LIBRARY/FRIENDS/LOT	34.97
03/26	03/13/2026	76266	AMAZON CAPITAL SERVI	1CYG-XRYQ-	LIBRARY/ADULT FIC	15.95
03/26	03/13/2026	76266	AMAZON CAPITAL SERVI	1D4X-7T1M-C	LIBRARY/ADULT FIC	31.88
03/26	03/13/2026	76266	AMAZON CAPITAL SERVI	1LVJ-PG1V-P4	LIBRARY/JUV GAME	74.99
03/26	03/13/2026	76266	AMAZON CAPITAL SERVI	1YYD-CFNL-H	LIBRARY/JUV VIDEOGAMES	128.68
Total 76266:						286.47
<b>76267</b>						
03/26	03/13/2026	76267	BADGER METER INC	80229467	BEACON HOSTING FEE- FEBRUARY 2026	1,685.32
Total 76267:						1,685.32
<b>76268</b>						
03/26	03/13/2026	76268	BUELOW VETTER BUIKE	FEB 2026	GENERAL LABOR MATTERS	972.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
Total 76268:						972.00
<b>76269</b>						
03/26	03/13/2026	76269	CINTAS CORPORATION	4260526605	WATER UNIFORMS	251.90
03/26	03/13/2026	76269	CINTAS CORPORATION	4260614903	CINTAS VILLAGE HALL MONTHLY EXCHANGE	43.70
03/26	03/13/2026	76269	CINTAS CORPORATION	4261184022	WATER UNIFORMS	271.18
Total 76269:						566.78
<b>76270</b>						
03/26	03/13/2026	76270	CITY OF DELAFIELD	2026-1	POLICE/2026 SCIT ANNUAL DUES	8,195.46
Total 76270:						8,195.46
<b>76271</b>						
03/26	03/13/2026	76271	HAWKINS INC	7344725	CHLORINE	7,067.43
Total 76271:						7,067.43
<b>76272</b>						
03/26	03/13/2026	76272	HEFFNER, MATTHEW	2026 BOOT R	MATT H WORK BOOTS	199.99
Total 76272:						199.99
<b>76273</b>						
03/26	03/13/2026	76273	INGRAM LIBRARY SERVI	94601706	LIBRARY/INGRAM BOOKS	381.65
03/26	03/13/2026	76273	INGRAM LIBRARY SERVI	94673851	LIBRARY/INGRAM BOOKS	476.96
03/26	03/13/2026	76273	INGRAM LIBRARY SERVI	94716359	LIBRARY/INGRAM BOOKS	420.07
03/26	03/13/2026	76273	INGRAM LIBRARY SERVI	94781645	LIBRARY/INGRAM BOOKS	496.92
03/26	03/13/2026	76273	INGRAM LIBRARY SERVI	94781646	LIBRARY/INGRAM BOOKS	342.25
Total 76273:						2,117.85
<b>76274</b>						
03/26	03/13/2026	76274	J & H HEATING INC	W39336	LIBRARY/PROVIDE & INSTALL BOILER FILTERS	697.08
Total 76274:						697.08
<b>76275</b>						
03/26	03/13/2026	76275	LINDE GAS & EQUIPMEN	55177515	TORCH AND WELDER YEARLY TANK LEASE	172.63
Total 76275:						172.63
<b>76276</b>						
03/26	03/13/2026	76276	MCNAMARA MCCARTHY	1013	LIBRARY/JUV PERFORMANCE	100.00
Total 76276:						100.00
<b>76277</b>						
03/26	03/13/2026	76277	MENARDS - PEWAUKEE	61011	GARBAGE DISPOSAL REPLACEMENT	129.00
Total 76277:						129.00
<b>76278</b>						
03/26	03/13/2026	76278	METLIFE	MARCH 2026	MARCH 2026 VISION	147.30

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
Total 76278:						147.30
<b>76279</b>						
03/26	03/13/2026	76279	MIDWEST METER INC	0186229-IN	METER TESTING CUSTOMER COMPLAINTS	791.52
Total 76279:						791.52
<b>76280</b>						
03/26	03/13/2026	76280	MIDWEST TAPE	508488512	LIBRARY/4 ADULT DVD	101.21
03/26	03/13/2026	76280	MIDWEST TAPE	508502305	LIBRARY/1 ADULT DVD	23.24
03/26	03/13/2026	76280	MIDWEST TAPE	508502306	LIBRARY/1 ADULT DVD	32.24
Total 76280:						156.69
<b>76281</b>						
03/26	03/13/2026	76281	NORTHERN LAKE SERVI	2602953	WELL 3 AND WELL 5 RADIUM TEST	827.96
03/26	03/13/2026	76281	NORTHERN LAKE SERVI	2602954	WELL 2 AND WELL 4 RADIUM TEST	827.96
Total 76281:						1,655.92
<b>76282</b>						
03/26	03/13/2026	76282	R & R INSURANCE SERVI	3367513	LIBRARY/LIABILITY INSURANCE 2ND QTR	29,722.00
03/26	03/13/2026	76282	R & R INSURANCE SERVI	3367514	LIBRARY/WORKERS COMP 2ND QTR	14,124.00
03/26	03/13/2026	76282	R & R INSURANCE SERVI	DEC 2025	LIBRARY/CRIME INS	44,759.00
Total 76282:						88,605.00
<b>76283</b>						
03/26	03/13/2026	76283	SECURIAN FINANCIAL G	APRIL 2026	LIFE INS APRIL 2026	731.24
Total 76283:						731.24
<b>76284</b>						
03/26	03/13/2026	76284	SHRED-IT USA	1000348981	PAPER SHRED 2.18.2026	77.15
Total 76284:						77.15
<b>76285</b>						
03/26	03/13/2026	76285	STATE OF WISCONSIN C	02282026	STATE SURCHARGES	3,039.85
Total 76285:						3,039.85
<b>76286</b>						
03/26	03/13/2026	76286	STREICHERS	1813390	POLICE/2026 PRACTICE AMMUNITION	2,408.10
Total 76286:						2,408.10
<b>76287</b>						
03/26	03/13/2026	76287	TITAN PUBLIC SAFETY S	6207	ANNUAL TIPSS SUPPORT	769.38
Total 76287:						769.38
<b>76288</b>						
03/26	03/13/2026	76288	TRU BLUE SIGNS LLC	2602-022	REPLACEMENT DOOR LOGOS/ 150TH ANNIVERSARY LOGO	744.60

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
Total 76288:						744.60
<b>76289</b>						
03/26	03/13/2026	76289	VERSH, JOSHUA	2026 BOOT R	JOSH SAFETY SHOE REIMBURSEMENT	200.00
Total 76289:						200.00
<b>76290</b>						
03/26	03/13/2026	76290	VILLAGE OF HARTLAND	803-48000	POLICE/2026 MAJOR INVESTIGATIONS UNIT ANNUAL DUES	750.00
Total 76290:						750.00
<b>76291</b>						
03/26	03/13/2026	76291	WAUKESHA COUNTY TR	02262026	COUNTY SURCHARGES	1,090.71
03/26	03/13/2026	76291	WAUKESHA COUNTY TR	CINV2026-008	2025 TAX BILL COLLECTION	7,015.00
Total 76291:						8,105.71
<b>76292</b>						
03/26	03/13/2026	76292	WOLF PAVING COMPANY	54374	WOLF PAVING COLDMIX	627.00
Total 76292:						627.00
<b>76293</b>						
03/26	03/20/2026	76293		04092026	2026 POLICE/CHIEF HEIER SPRING SHOOT FOR FBI WI CHAPT	25.00
Total 76293:						25.00
<b>76294</b>						
03/26	03/20/2026	76294	AMAZON CAPITAL SERVI	14K1-JYVG-F	LIBRARY/JUV GAME	74.99-
03/26	03/20/2026	76294	AMAZON CAPITAL SERVI	1DF9-QHT3-F	LIBRARY/JUV PROGRAM	51.85
03/26	03/20/2026	76294	AMAZON CAPITAL SERVI	1KP6-Q9V4-9	LIBRARY/JANITORIAL SUPPLIES	165.29
03/26	03/20/2026	76294	AMAZON CAPITAL SERVI	1KYH-T3RT-F	LIBRARY/JUV PROGRAM	32.65
03/26	03/20/2026	76294	AMAZON CAPITAL SERVI	1MMW-FXLD-	LIBRARY/JUV CRAFTS	37.54
03/26	03/20/2026	76294	AMAZON CAPITAL SERVI	1PDQ-96MJ-9	LIBRARY/OFFICE SUPPLIES	50.60
Total 76294:						262.94
<b>76295</b>						
03/26	03/20/2026	76295	BAKER TILLY US, LLP	BT3524676	LIBRARY/AUDIT 2025	.00 V
Total 76295:						.00
<b>76296</b>						
03/26	03/20/2026	76296	BATZNER PEST CONTRO	92881148	LIBRARY/PEST MGMT MAR 2026	124.18
Total 76296:						124.18
<b>76297</b>						
03/26	03/20/2026	76297	CENTER POINT LARGE P	2229861	LIBRARY/LG PRINT BOOKS (2)	51.54
Total 76297:						51.54
<b>76298</b>						
03/26	03/20/2026	76298	CIMPL, GEOFF	03162026	2026 POLICE/REIMBURSEMENT TO CIMPL FOR EAR PIECE/MO	316.45

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
Total 76298:						316.45
<b>76299</b>						
03/26	03/20/2026	76299	CITY OF PEWAUKEE	MAR FIRE & E	MAR FIRE & EMS '26	230,545.67
03/26	03/20/2026	76299	CITY OF PEWAUKEE	MAR PARKS 2	MAR PARKS '26	18,873.67
03/26	03/20/2026	76299	CITY OF PEWAUKEE	MAR REC 26	MAR REC '26	24,226.33
Total 76299:						273,645.67
<b>76300</b>						
03/26	03/20/2026	76300	COMPETITOR AWARDS &	80263	LAKE PATROL 2026/ YEARS OF SERVICE RETIREMENT AWARD	38.00
Total 76300:						38.00
<b>76301</b>						
03/26	03/20/2026	76301	HAWKINS INC	7351070	WELL #5 HMO CHEMICAL FEED PUMP TUBING	324.21
Total 76301:						324.21
<b>76302</b>						
03/26	03/20/2026	76302	INGRAM LIBRARY SERVI	94855136	LIBRARY/INGRAM BOOKS	149.94
03/26	03/20/2026	76302	INGRAM LIBRARY SERVI	94869082	LIBRARY/INGRAM BOOKS	196.20
03/26	03/20/2026	76302	INGRAM LIBRARY SERVI	94931040	LIBRARY/INGRAM BOOKS	403.01
Total 76302:						749.15
<b>76303</b>						
03/26	03/20/2026	76303	JANI-KING OF MILWAUKE	MIL03260320	LIBRARY/JANITORIAL SVC MAR 2026	2,839.70
Total 76303:						2,839.70
<b>76304</b>						
03/26	03/20/2026	76304	JULIE FORREST	03192026	REFUND JULIE FORREST	38.28
Total 76304:						38.28
<b>76305</b>						
03/26	03/20/2026	76305	LANNON STONE PRODU	1472335	WATER MAIN REPAIR BACK FILL / ROAD PATCH	384.86
Total 76305:						384.86
<b>76306</b>						
03/26	03/20/2026	76306	MUNICIPAL PROPERTY I	1.2.2026	LIBRARY/PROPERTY INSURANCE ANNUAL	71,178.00
Total 76306:						71,178.00
<b>76307</b>						
03/26	03/20/2026	76307	PEWAUKEE SL HOLIDNG	LOC Reductio	RELEASE OF SURETY - THE WESTERLY	46,500.00
Total 76307:						46,500.00
<b>76308</b>						
03/26	03/20/2026	76308	PITNEY BOWES INC PUR	3.6.2026	POSTAGE MACHINE REFILL	1,500.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
Total 76308:						1,500.00
<b>76309</b>						
03/26	03/20/2026	76309	PROHEALTH CARE LABO	10008915019	2026 POLICE/BLOOD DRAW FEES FOR JANUARY 2026	157.56
Total 76309:						157.56
<b>76310</b>						
03/26	03/20/2026	76310	REMY BATTERY CO, INC	5541776	#507 NEW IGNITION BATTERY	105.00
Total 76310:						105.00
<b>76311</b>						
03/26	03/20/2026	76311	STREICHERS	1813942	2026 POLICE/DUNCAN SCIT PANTS	199.99
03/26	03/20/2026	76311	STREICHERS	1813944	2026 POLICE/SLING AND GUN LIGHT	403.98
03/26	03/20/2026	76311	STREICHERS	1813945	2026 POLICE/RICKLEFS SHIRTS UNDER SHIRTS PATCHES ON	221.92
03/26	03/20/2026	76311	STREICHERS	1814706	2026 POLICE/PRACTICE AMMO FOR ARMORY	550.00
03/26	03/20/2026	76311	STREICHERS	1815090	LAKE PATROL 2026/ARMY PIN FOR SONIA SCHNEIDER AWARD	21.99
Total 76311:						1,397.88
<b>76312</b>						
03/26	03/20/2026	76312	SUPPLYZONE, LLC	19336	DPW TRI-FOLD HANE TOWELS	128.97
Total 76312:						128.97
<b>76313</b>						
03/26	03/20/2026	76313	WASTE MANAGEMENT	0779653-4163	2026 DISPOSAL OF STREET SWEEPINGS	378.69
Total 76313:						378.69
<b>76314</b>						
03/26	03/20/2026	76314	WISCONSIN STATE LABO	835535	FLOURIDE 02.19.26	31.00
Total 76314:						31.00
<b>76315</b>						
03/26	03/19/2026	76315	BAKER TILLY US, LLP	BT3524676.1	LIBRARY/AUDIT 2025	2,616.00
Total 76315:						2,616.00
<b>76316</b>						
03/26	03/27/2026	76316	AMAZON CAPITAL SERVI	14JF-C94C-D	LIBRARY/JUV TONIES	184.54
03/26	03/27/2026	76316	AMAZON CAPITAL SERVI	14VC-J4GQ-D	LIBRARY/JUV PROGRAM	56.49
03/26	03/27/2026	76316	AMAZON CAPITAL SERVI	1KGL-L1YR-W	LIBRARY/OFFICE SUPPLIES	263.79
03/26	03/27/2026	76316	AMAZON CAPITAL SERVI	1L9Y-41L4-63	LIBRARY/OFFICE SUPPLIES	18.09
03/26	03/27/2026	76316	AMAZON CAPITAL SERVI	1N3R-NVPV-X	LIBRARY/JANITORIAL SUPPLIES	86.48
Total 76316:						496.41
<b>76317</b>						
03/26	03/27/2026	76317	BAKER TILLY US, LLP	BT3525430	WATER: RATE STUDY	1,180.00
03/26	03/27/2026	76317	BAKER TILLY US, LLP	BT3531000	FINANCIAL AUDIT 2025	45,221.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
Total 76317:						46,401.00
<b>76318</b>						
03/26	03/27/2026	76318	CIMPL, GEOFF	03212026	POLICE/CIMPL REIMBURSEMENT GAS CAN/GAS FOR STRAND	24.67
Total 76318:						24.67
<b>76319</b>						
03/26	03/27/2026	76319	CINTAS CORPORATION	4262033384	WATER UNIFORMS	271.18
Total 76319:						271.18
<b>76320</b>						
03/26	03/27/2026	76320	FBINAA - WI SPRING SH	03192026	POLICE/FBINAA WI CHAPTER CONFERENCE REGISTRATION C	150.00
Total 76320:						150.00
<b>76321</b>						
03/26	03/27/2026	76321	FLORAL, ROBERT	03172026	POLICE 2026/FLORAL REIMBURSEMENT FOR BCW MOUNT FO	55.90
Total 76321:						55.90
<b>76322</b>						
03/26	03/27/2026	76322	FOTH INFRASTRUCTURE	102884	VILLAGE PLANNING SERVICES-FEBRUARY 2026	7,648.38
03/26	03/27/2026	76322	FOTH INFRASTRUCTURE	102886	WCTC CUG 800 MAIN ST - DEVELOPMENT REVIEWS/CUG	118.40
03/26	03/27/2026	76322	FOTH INFRASTRUCTURE	102887	BO'S SCHNITZELBUNKER-145 PARK AVE CUG	266.40
03/26	03/27/2026	76322	FOTH INFRASTRUCTURE	102889	WCTC 800 MAIN ST BUILDING Q BPO	148.00
03/26	03/27/2026	76322	FOTH INFRASTRUCTURE	102890	WCTC CUG 800 MAIN ST - DEVELOPMENT REVIEWS	118.40
03/26	03/27/2026	76322	FOTH INFRASTRUCTURE	102891	NICK WELLENSTEIN-409 PARK AVE CUG	266.40
Total 76322:						8,565.98
<b>76323</b>						
03/26	03/27/2026	76323	HOTSY CLEANING SYST	0009391-IN	DPW PARTS /LABOR REPAIR ON PRESSURE WASHER	491.95
Total 76323:						491.95
<b>76324</b>						
03/26	03/27/2026	76324	INGRAM LIBRARY SERVI	94995956	LIBRARY/INGRAM BOOKS	393.78
03/26	03/27/2026	76324	INGRAM LIBRARY SERVI	95047546	LIBRARY/INGRAM BOOKS	282.83
03/26	03/27/2026	76324	INGRAM LIBRARY SERVI	95069089	LIBRARY/INGRAM BOOKS	490.31
03/26	03/27/2026	76324	INGRAM LIBRARY SERVI	95103041	LIBRARY/INGRAM BOOKS	426.48
03/26	03/27/2026	76324	INGRAM LIBRARY SERVI	95135752	LIBRARY/INGRAM BOOKS	389.65
03/26	03/27/2026	76324	INGRAM LIBRARY SERVI	95135753	LIBRARY/INGRAM BOOKS	179.75
Total 76324:						2,162.80
<b>76325</b>						
03/26	03/27/2026	76325	INLAND LAKE HARVESTE	4650	#507 HYDRAULIC DAMPNERS/HOSES/HARDWARE	1,051.41
Total 76325:						1,051.41
<b>76326</b>						
03/26	03/27/2026	76326	INSOURCE SOFTWARE S	035796	SCADA SOFTWARE SUPPORT RENEWAL	6,310.81

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
Total 76326:						6,310.81
<b>76327</b>						
03/26	03/27/2026	76327	JOHNSON CONTROLS S	42251620	ALARM SYSTEM MONITORING QUARTERLY CHARGES	432.31
Total 76327:						432.31
<b>76328</b>						
03/26	03/27/2026	76328	KEMPEN MASONRY LLC	8012	LIBRARY/SALT-PLOW 2.28.26 - 3.1.26	555.00
Total 76328:						555.00
<b>76329</b>						
03/26	03/27/2026	76329	LAKESIDE INTERNATION	1476449P	#127 PASSENGER	1,362.25
Total 76329:						1,362.25
<b>76330</b>						
03/26	03/27/2026	76330	LANGE ENTERPRISES IN	94516	WEIGHT LIMIT SIGNS CAPITOL DR/CECEIA	66.78
Total 76330:						66.78
<b>76331</b>						
03/26	03/27/2026	76331	LINDE GAS & EQUIPMEN	55365929	WELL #2 NITROGEN	98.96
Total 76331:						98.96
<b>76332</b>						
03/26	03/27/2026	76332	MADISON NATIONAL LIF	1761043	DISABILITY INSURANCE/APRIL 2026	2,671.42
Total 76332:						2,671.42
<b>76333</b>						
03/26	03/27/2026	76333	MARKUT, BRETT	03172026	POLICE2026/MARKUT REIMBURSEMENT FOR UNIFORM ALLOW	350.00
Total 76333:						350.00
<b>76334</b>						
03/26	03/27/2026	76334	MIDWEST TAPE	508551258	LIBRARY/3 ADULT DVD	76.47
03/26	03/27/2026	76334	MIDWEST TAPE	508551259	LIBRARY/1 ADULT DVD	32.24
03/26	03/27/2026	76334	MIDWEST TAPE	508552101	LIBRARY/1 ADULT DVD	26.99
Total 76334:						135.70
<b>76335</b>						
03/26	03/27/2026	76335	NEPTUNE CROSS-CONN	26-049	DPW BACKFLOW PREVENTION AND PERMIT 2026	675.00
Total 76335:						675.00
<b>76336</b>						
03/26	03/27/2026	76336	NORTHERN LAKE SERVI	2603290	BACTERIA 03.02.26	93.00
03/26	03/27/2026	76336	NORTHERN LAKE SERVI	2603654	BACTERIA 03.09.26	124.00
03/26	03/27/2026	76336	NORTHERN LAKE SERVI	2603673	SEWER PFAS SAMPLES FOR BROOKFIELD	3,200.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
Total 76336:						3,417.00
<b>76337</b>						
03/26	03/27/2026	76337	PARAGON DEVELOPMEN	15322934	BADGER BOOK REPAIR	189.00
Total 76337:						189.00
<b>76338</b>						
03/26	03/27/2026	76338	PARKING LOT MAINTENA	ROW PERMIT	ROW DEPOSIT REFUND #2025-041	1,000.00
03/26	03/27/2026	76338	PARKING LOT MAINTENA	ROW PERMIT	ROW DEPOSIT REFUND #2025-042	1,000.00
Total 76338:						2,000.00
<b>76339</b>						
03/26	03/27/2026	76339	POMP'S TIRE SERVICE I	60391150	#112 FIX LEAKY REAR RIGHT TIRE	778.85
Total 76339:						778.85
<b>76340</b>						
03/26	03/27/2026	76340	PROCHNIEWSKI, ANGEL	03092026	2026 POLICE/REIMBURSEMENT FOR CERTIICATE HOLDERS/NA	229.74
Total 76340:						229.74
<b>76341</b>						
03/26	03/27/2026	76341	PROHEALTH MEDICAL G	329254	ERIC THIETJE DRUG TEST (DEC. 2025)	67.00
03/26	03/27/2026	76341	PROHEALTH MEDICAL G	329266	UTILITIES RADON DRUG TEST: SHAWN/JOHUS/TANNER (2025)	201.00
03/26	03/27/2026	76341	PROHEALTH MEDICAL G	329713	POLICE/RICKLEFS DRUGS SCREEN/H&P FOR HIRIING	121.00
03/26	03/27/2026	76341	PROHEALTH MEDICAL G	329916	DPW RANDOM DRUG TESTING (DOUG)	105.00
Total 76341:						494.00
<b>76342</b>						
03/26	03/27/2026	76342	REMY BATTERY CO, INC	5541938	#401 NEW BATTERIES	240.00
Total 76342:						240.00
<b>76343</b>						
03/26	03/27/2026	76343	RICKLEFS, AARON	03172026	POLICE/RICKLEFS REIMBURSEMENT FOR WORK SHOES AND	133.36
Total 76343:						133.36
<b>76344</b>						
03/26	03/27/2026	76344	RUNDLE-SPENCE	S3319889.001	METER GASKETS	41.89
Total 76344:						41.89
<b>76345</b>						
03/26	03/27/2026	76345	SAMUEL RAJESH	195601	REFUND OF PAYMENT	439.00
Total 76345:						439.00
<b>76346</b>						
03/26	03/27/2026	76346	SPECIAL EDITIONS, INC	67665	2026 POLICE/ABONDONED VEHICLE NEON STICKERS	248.00
03/26	03/27/2026	76346	SPECIAL EDITIONS, INC	67666	2026 POLICE/NOTICE OF CITATION ISSUED 2 PLY FORMS 500 P	268.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
Total 76346:						516.00
<b>76347</b>						
03/26	03/27/2026	76347	TAYLOR COMPUTER SER	29197	LIBRARY/MANAGED SERVICES MAR 2026 + SERVICES & EQUIP	794.50
03/26	03/27/2026	76347	TAYLOR COMPUTER SER	29199	UPDATE PERMISSIONS FOR MARK LYONS	991.00
Total 76347:						1,785.50
<b>76348</b>						
03/26	03/30/2026	76348	CALIBER COLLISION	3356005872	#638 REPAIR DEDUCTABLE	500.00
Total 76348:						500.00
<b>300000738</b>						
03/26	03/02/2026	300000738	ACH WE ENERGIES	5806651364	LIBRARY/GAS ELECTRIC/JAN 2026	4,715.14
Total 300000738:						4,715.14
<b>300000739</b>						
03/26	03/01/2026	300000739	ACH DELTA DENTAL OF	1030863	DENTAL - MARCH 2026	576.22
Total 300000739:						576.22
<b>300000742</b>						
03/26	03/19/2026	300000742	ACH MENARDS-CAPITAL	1668068685	DPW DRYER CORD	396.14
Total 300000742:						396.14
<b>300000744</b>						
03/26	03/20/2026	300000744	ACH KWIK TRIP INC - FU	2/2026	SEWER- FEB 2026	3,858.57
Total 300000744:						3,858.57
<b>300000745</b>						
03/26	03/04/2026	300000745	ACH NORTH SHORE BAN	2026-2	INV- 102003289789439 VIDEO GAME CONSOLE	3,333.22
Total 300000745:						3,333.22
<b>300000746</b>						
03/26	03/06/2026	300000746	ACH STATE OF WISCONS	1-153-274-336	ANNUAL ADMIN CERT FEES TIF #4	450.00
Total 300000746:						450.00
<b>300000747</b>						
03/26	03/02/2026	300000747	ACH WE ENERGIES	580830075	800 MAIN/ HMO BUILDING	5,144.14
Total 300000747:						5,144.14
<b>300000748</b>						
03/26	03/03/2026	300000748	ACH WE ENERGIES	5810443760	419 CHESHIRE LN - STREET LIGHT	5,214.85
Total 300000748:						5,214.85
<b>300000749</b>						
03/26	03/05/2026	300000749	ACH WE ENERGIES	5813884955	W240N3301 CTY RD J -STANDPIPE	12,550.43

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
Total 300000749:						12,550.43
<b>300000750</b>						
03/26	03/18/2026	300000750	ACH WE ENERGIES	5829819105	497 PARK AVE -SEWER-MAPLE LIFT	206.76
03/26	03/18/2026	300000750	ACH WE ENERGIES	5829898085	552 HICKORY/ MUNICIPAL STORAGE	84.35
Total 300000750:						291.11
<b>300000751</b>						
03/26	03/23/2026	300000751	ACH WE ENERGIES	5834969680	1000 HICKORY/PUBLIC WORKS GAS SERVICE	2,904.64
03/26	03/23/2026	300000751	ACH WE ENERGIES	5836282761	235 HICKORY ST -STREET LIGHT CLASS C & D ELEC	380.25
03/26	03/23/2026	300000751	ACH WE ENERGIES	5836284652	235 HICKORY -VILLAGE HALL - ELECTRIC	10,712.56
03/26	03/23/2026	300000751	ACH WE ENERGIES	5836286271	1205 W WISCONSIN AVE - LIFT #1 PUMP - ELEC	6,484.93
Total 300000751:						20,482.38
<b>300000752</b>						
03/26	03/30/2026	300000752	ACH WE ENERGIES	5844597374	800 MAIN/ HMO BUILDING	3,109.64
03/26	03/30/2026	300000752	ACH WE ENERGIES	5845759865	LIBRARY/210 MAIN ST	4,565.92
Total 300000752:						7,675.56
<b>300000754</b>						
03/26	03/20/2026	300000754	ACH US BANK	2026-3	INV 427876-SPARK PLUG WIRE RETURN	41,852.79
Total 300000754:						41,852.79
<b>300000755</b>						
03/26	03/24/2026	300000755	ACH WI EMPLOYEE TRU	APRIL 2026	APRIL 2026 DENTAL INSURANCE	81,291.98
Total 300000755:						81,291.98
<b>300000756</b>						
03/26	03/23/2026	300000756	ACH WE ENERGIES	5836282761	235 HICKORY ST -STREET LIGHT CLASS C & D ELEC	380.25
03/26	03/23/2026	300000756	ACH WE ENERGIES	5836284652	235 HICKORY -VILLAGE HALL - ELECTRIC	10,712.56
03/26	03/23/2026	300000756	ACH WE ENERGIES	5836286271	1205 W WISCONSIN AVE - LIFT #1 PUMP - ELEC	6,484.93
Total 300000756:						17,577.74
Grand Totals:						935,749.57

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
110-00-17110-000-000	1,500.00	.00	1,500.00
110-00-21337-000-100	2,642.90	.00	2,642.90
110-00-21337-000-200	79,225.30	.00	79,225.30
110-00-21337-000-300	2,671.42	.00	2,671.42
110-00-21337-000-400	731.24	.00	731.24
110-00-21337-000-600	147.30	.00	147.30
110-00-21400-000-000	375.87	689,938.23-	689,562.36-
110-00-22105-000-000	2,000.00	.00	2,000.00

GL Account	Debit	Credit	Proof
110-00-44400-000-150	190.00	.00	190.00
110-00-45100-000-000	4,569.56	.00	4,569.56
110-00-51120-000-000	7,749.63	.00	7,749.63
110-00-51120-000-100	1,987.70	.00	1,987.70
110-00-51200-000-140	1,064.53	.00	1,064.53
110-00-51320-000-000	972.00	.00	972.00
110-00-51400-000-140	21,891.03	.00	21,891.03
110-00-51420-000-140	1,931.47	.00	1,931.47
110-00-51440-000-000	189.00	.00	189.00
110-00-51460-000-000	90.94	.00	90.94
110-00-51510-000-000	31,282.26	.00	31,282.26
110-00-51511-000-000	7,015.00	.00	7,015.00
110-00-51600-000-310	7,853.25	22.93-	7,830.32
110-00-51938-000-000	93,896.86	.00	93,896.86
110-00-52100-000-140	8,945.46	.00	8,945.46
110-00-52100-000-310	2,425.71	.00	2,425.71
110-00-52100-000-320	878.06	.00	878.06
110-00-52100-000-330	7,118.45	.00	7,118.45
110-00-52100-000-340	637.12	.00	637.12
110-00-52100-000-350	714.62	.00	714.62
110-00-52100-000-360	4,320.55	.00	4,320.55
110-00-52100-000-361	191.04	.00	191.04
110-00-52100-000-380	749.12	.00	749.12
110-00-52100-000-400	1,560.47	.00	1,560.47
110-00-52200-000-000	230,545.67	.00	230,545.67
110-00-53100-000-120	2,830.50	.00	2,830.50
110-00-53100-000-140	139.00	.00	139.00
110-00-53310-000-310	2,393.97	.00	2,393.97
110-00-53310-000-311	22,811.28	309.95-	22,501.33
110-00-53330-000-310	3,749.04	42.99-	3,706.05
110-00-53340-000-310	1,463.75	.00	1,463.75
110-00-53420-000-310	6,383.03	.00	6,383.03
110-00-53470-000-310	66.78	.00	66.78
110-00-53620-000-000	22,582.15	.00	22,582.15
110-00-53635-000-000	7,085.58	.00	7,085.58
110-00-55200-000-000	18,873.67	.00	18,873.67
110-00-55300-000-000	24,226.33	.00	24,226.33
110-00-56600-000-000	44.99	.00	44.99
110-00-57210-000-000	49,600.50	.00	49,600.50
200-00-21400-000-000	.00	3,509.25-	3,509.25-
200-00-53300-000-100	3,509.25	.00	3,509.25
450-00-21400-000-000	.00	1,223.58-	1,223.58-
450-00-51570-000-000	1,073.58	.00	1,073.58
450-00-51580-000-000	150.00	.00	150.00
455-00-21400-000-000	.00	1,223.58-	1,223.58-
455-00-51570-000-000	1,073.58	.00	1,073.58
455-00-51580-000-000	150.00	.00	150.00
460-00-21400-000-000	.00	150.00-	150.00-
460-00-51580-000-000	150.00	.00	150.00
600-00-21400-000-000	67.07	132,883.99-	132,816.92-
600-00-22110-000-000	46,500.00	.00	46,500.00
600-00-50605-002-000	4,620.28	67.07-	4,553.21
600-00-50605-004-000	3,181.33	.00	3,181.33
600-00-50605-006-000	270.88	.00	270.88
600-00-50622-000-000	15,602.75	.00	15,602.75
600-00-50625-004-000	75.00	.00	75.00
600-00-50630-003-000	1,996.92	.00	1,996.92

GL Account	Debit	Credit	Proof
600-00-50630-004-000	365.79	.00	365.79
600-00-50631-002-000	2,315.67	.00	2,315.67
600-00-50631-003-000	3,048.39	.00	3,048.39
600-00-50631-005-000	1,703.37	.00	1,703.37
600-00-50641-001-000	262.90	.00	262.90
600-00-50650-002-000	422.22	.00	422.22
600-00-50651-002-000	384.86	.00	384.86
600-00-50653-004-000	762.65	.00	762.65
600-00-50653-006-000	70.76	.00	70.76
600-00-50655-002-000	311.25	.00	311.25
600-00-50700-001-000	243.55	.00	243.55
600-00-50903-004-000	79.92	.00	79.92
600-00-50904-001-000	348.74	.00	348.74
600-00-50904-002-000	148.45	.00	148.45
600-00-50923-001-000	6,080.08	.00	6,080.08
600-00-50923-002-000	2,069.25	.00	2,069.25
600-00-50923-003-000	1,404.89	.00	1,404.89
600-00-50924-000-000	24,656.31	.00	24,656.31
600-00-50928-002-000	97.28	.00	97.28
600-00-50931-001-000	15,860.50	.00	15,860.50
650-00-21400-000-000	.00	6,114.13-	6,114.13-
650-00-51938-000-000	1,462.49	.00	1,462.49
650-00-53100-000-120	928.00	.00	928.00
650-00-53100-000-140	1,879.42	.00	1,879.42
650-00-53310-000-310	309.12	.00	309.12
650-00-53330-100-310	1,156.41	.00	1,156.41
650-00-53440-000-310	378.69	.00	378.69
700-00-21400-000-000	.00	46,099.75-	46,099.75-
700-00-50821-000-000	1,794.16	.00	1,794.16
700-00-50822-002-000	9,516.16	.00	9,516.16
700-00-50822-003-000	1,866.30	.00	1,866.30
700-00-50822-005-000	346.40	.00	346.40
700-00-50822-010-000	150.00	.00	150.00
700-00-50831-003-000	3,200.00	.00	3,200.00
700-00-50835-002-000	340.41	.00	340.41
700-00-50836-000-000	748.71	.00	748.71
700-00-50851-000-000	18.38	.00	18.38
700-00-50851-004-000	4,760.81	.00	4,760.81
700-00-50852-004-000	3,169.42	.00	3,169.42
700-00-50852-006-000	78.97	.00	78.97
700-00-50853-000-000	17,277.03	.00	17,277.03
700-00-50990-000-000	2,833.00	.00	2,833.00
900-00-21400-000-000	3,214.12	52,544.34-	49,330.22-
900-00-55110-000-140	1,169.28	.00	1,169.28
900-00-55110-000-141	6,799.03	.00	6,799.03
900-00-55110-000-142	707.59	91.64-	615.95
900-00-55110-000-143	3,533.57	.00	3,533.57
900-00-55110-000-144	1,923.22	449.99-	1,473.23
900-00-55110-000-146	74.34	.00	74.34
900-00-55110-000-150	22,808.28	2,616.00-	20,192.28
900-00-55110-000-310	4,568.57	.00	4,568.57
900-00-55110-000-311	9,649.10	.00	9,649.10
900-00-55110-000-313	477.89	56.49-	421.40
900-00-55110-000-450	500.00	.00	500.00
900-00-55110-000-500	333.47	.00	333.47
950-00-21400-000-000	.00	2,500.43-	2,500.43-
950-00-51938-000-000	2,323.68	.00	2,323.68

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GL Account	Debit	Credit	Proof
950-00-52100-000-140	156.75	.00	156.75
950-00-52100-000-145	20.00	.00	20.00
960-00-21400-000-000	.00	3,219.35-	3,219.35-
960-00-51938-000-000	3,090.35	.00	3,090.35
960-00-55200-000-165	129.00	.00	129.00
Grand Totals:	<u>943,063.69</u>	<u>943,063.69-</u>	<u>.00</u>

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Report Criteria:

Report type: Invoice detail

Check.Type = {<>} "Adjustment"

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To: Jeff Knutson, President  
Trustees of the Village Board

From: Matt Heiser  
Village Administrator

Date: April 16, 2026

Re: April 21, 2026 Village Board Meeting Agenda Item 8(f)  
Review, discussion and possible action regarding a land license agreement with Soo Line Railroad Company D/B/A Canadian Pacific Kansas City for land adjacent to Kopmeier Drive.

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### **BACKGROUND**

This is the cover memo for the open session portion of this item.

The Village has been pursuing an upgrade to the lift station on Kopmeier Drive since 2019. The original proposal by Ruekert/Mielke was approved by the Village on January 7, 2020. The original facility was constructed around 1970 and it exists within the railroad right-of-way. New authorization is needed for the expanded size of the facility.

The Canadian Pacific Railroad has proposed a land license agreement to grant this authorization.

### **ACTION REQUESTED**

The action requested of the Village Board is to determine the next step after consideration of this issue in closed session.

### **ANALYSIS**

Please see the attached letter from Attorney Gralinski for a public summary of circumstances.

Attachments:

1. Letter of introduction from Village Attorney Matt Gralinski
2. DRAFT Land License Agreement from CB Railroad

Law Office of

**HIPPENMEYER, REILLY, BLUM,  
SCHMITZER & FABIAN, S.C.**

THOMAS G. SCHMITZER  
LORI J. FABIAN  
MATTHEW R. GRALINSKI

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[www.hrblawfirm.com](http://www.hrblawfirm.com)

MARK G. BLUM  
OF COUNSEL

EMAIL: [MGRALINSKI@HRBLAWFIRM.COM](mailto:MGRALINSKI@HRBLAWFIRM.COM)

April 15, 2026

**Via Email ONLY: [villageadmin@villageofpewaukee.gov](mailto:villageadmin@villageofpewaukee.gov)**

Matt Heiser, Village Administrator  
235 Hickory Street  
Pewaukee, WI 53072

Re: Village Board Discussion; Kopmeier Drive Lift Station/Land License Agreement with Soo Line Railroad Company D/B/A Canadian Pacific Kansas City; Open Session Item

Dear Matt:

Staff have been engaged in discussions with Canadian Pacific Railroad regarding authorization for the Village to construct and operate a proposed sanitary sewage lift station in railroad right-of-way adjacent to Kopmeier Drive. A current Village lift station is located in railroad right-of-way. New authorization is needed for the upgraded and expanded proposed lift station.

Staff and railroad representatives have engaged proposals. With receipt of the railroad's latest proposal, staff feels it appropriate to elevate this matter for Village Board review, discussion, and action to review the agreement and develop a bargaining strategy in response. The railroad has proposed a land license agreement with the following salient terms:

1. A fifty (50) year license with an option to renew for an additional fifty (50) years subject to certain termination provisions.
2. A one-time license fee of \$117,000.00 payable upon commencement of the license agreement.
3. License for use of the land subject to some stringent termination procedures for emergencies and other purposes.

After review of the latest proposal, and reviewing the same with the Village Board, I believe there is room to negotiate these and other proposed terms. I have enclosed the railroad's latest proposal for insertion in the open session portion of the agenda packet for review and discussion. Given the importance of the sanitary sewer lift station project to the Village, and to preserve the Village's bargaining position on this agreement, I believe it is appropriate for the Board to enter into closed session to review the proposed terms of this license agreement with staff, including the acceptable terms, limits, and contingencies, and develop a negotiating strategy for purposes of response. If there are questions, please do not hesitate to

contact me. This letter may be included in the open session portion of the agenda packet for the Village board meeting.

Sincerely,

HIPPENMEYER, REILLY, BLUM,  
SCHMITZER & FABIAN, S.C.

*/s/: Matthew R. Gralinski*

Matthew R. Gralinski  
Village Attorney

MRG/sm  
Enc.

Cc: Dave Buechl, Director of Public Works

**Agreement No.: 5100601**

**LAND LICENSE AGREEMENT**

**THIS AGREEMENT** made the \_\_\_\_ day of April ,2026\_\_\_\_, to be effective as of the first day of Mai, 2026. (the "**Effective Date**")

**BETWEEN:**

**SOO LINE RAILROAD COMPANY** a Minnesota Corporation doing business as Canadian Pacific Kansas City ("**CPKC**")

- AND -

**VILLAGE OF PEWAUKEE**, a Wisconsin municipal corporation in Waukesha County, Wisconsin ("**Licensee**")

**RECITALS**

Whereas:

- A. CPKC is a federally regulated railway and CPKC operations, rights-of-way and facilities are subject to the jurisdiction, decisions, and orders of those federal Governmental Authorities having authority of those operations.
- B. CPKC is the owner of lands situated at **in the Village of Pewaukee** in the **Waukesha County, State of Wisconsin**, at approximately Mile 106 of the Watertown Subdivision, shown on the plan attached hereto as Schedule B ("**CPKC Lands**").
- C. Licensee wishes to use a portion of CPKC Lands installation of lift station, consisting of approximately One thousand Three Hundred and Eight square feet (1,308 sqft) or (0.030) acres as shown on the plan attached hereto as Schedule B (the "**Licensed Premises**").
  - a. In connection with this Agreement, Licensee wishes to use a portion of CPKC Lands for temporary construction area, consisting of approximately One thousand Three Hundred and Eight square feet (1,567 sqft) or (0.036) acres as shown on the plan attached hereto as Schedule B (the "**Licensed Premise**").
  - b. In connection with this Agreement, the Parties have executed or will execute, Utility pipe permit and Construction & Maintenance before execution of this agreement.

**NOW THEREFORE**, the Parties agree as follows:

**ARTICLE 1 - DEFINITIONS AND INTERPRETATION**

- 1.1 Capitalized terms used within this Agreement shall have those meanings as defined in this Agreement and in Schedule A.
- 1.2 All words, terms and phrases used in this Agreement and not otherwise defined herein shall be construed in accordance with the generally accepted definition or meaning of such words, terms, or phrases in the North American railroad industry.

**Agreement No.: 510601**

- 1.3 The necessary grammatical changes required to make the provisions of this Agreement apply in the plural sense where there is more than one Licensee, and to corporations, associations, partnerships, or individuals, in all cases will be assumed as though in each case fully expressed.
- 1.4 The captions and headings are inserted only as a matter of convenience and for reference only.
- 1.5 Where two or more standards, procedures, guidelines, or rules apply to any part of this Agreement, the stricter of the two shall apply.

**ARTICLE 2 - SCHEDULES**

- 2.1 The following schedules are attached to and form part of this Agreement:
  - a) Schedule A – Definitions
  - b) Schedule B – Plan of the Licensed Premises
  - c) Schedule C – Insurance Requirements
  - d) Schedule D – Permitted Use
  - e) Schedule E – Environmental Requirements
  - f) Schedule F – Access Protocols

**ARTICLE 3 - PARAMOUNTCY OF RAILWAY OPERATIONS**

- 3.1 The Parties acknowledge that, pursuant to Applicable Laws relevant to Railway Operations, the safety of the public, the Parties, their respective employees, personnel, and Railway Operations are and must be paramount at all times during the Term.
- 3.2 Licensee further acknowledges that continuous, uninterrupted, and unhindered Railway Operations are required for CPKC to meet its service requirements as set out by Governmental Authorities and its service obligations to its customers.
- 3.3 Licensee further acknowledges that CPKC Lands are part of CPKC's operating properties and CPKC will be continuing to occupy and maintain continuous Railway Operations on its right-of-way and property. Therefore, the Parties shall carry out all their respective activities and undertakings contemplated in this Agreement in such a manner as to ensure safe, continuous, uninterrupted, and unhindered Railway Operations, and to avoid any Interference or Emergency Situation.

**ARTICLE 4 - TERM AND TERMINATION**

- 4.1 This Agreement shall commence on the Effective Date and shall continue in force for Fifty (50) years unless earlier terminated in accordance with the terms of this Agreement., the "**Term**"). Licensee shall have the option to renew the License for One new Fifty (50) year term (the "**New Term**") by providing written notice of the exercise of such option no later than six (6) months prior to the expiration of the Term. All terms and conditions of this Agreement shall apply to the New Term.

**Agreement No.: 5100601**

4.2 Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time during renewal Term, by either Party giving thirty (30) days' written notice of termination to the other Party. In addition, CPKC may terminate this Agreement immediately with 10-Days' notice in the event of a railroading emergency, safety-related reason, or other unforeseen critical circumstance that impacts the safe or lawful operation of rail services. Where CPKC terminates the Term pursuant to this section, it shall return to Licensee that portion of the License Fee applicable for the remainder of the year, as applicable in the circumstances, less any amounts owned by Licensee to CPKC.

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4.3 Licensee covenants that it shall not:

- a) Interfere with Railway Operations or cause an Emergency Situation;
- b) cause, or fail to strictly adhere to CPKC's instructions during an event that causes, an immediate and serious threat or danger to the public, CPKC employees, or Railway Operations; or
- c) store, load, unload, transport, or handle any Hazardous Substances, including without limitation those classified as dangerous goods, upon CPKC Lands without the advance written consent of CPKC.

Upon a breach of any of the foregoing covenants, CPKC may terminate this Agreement upon Thirty (30) days written notice to Licensee and after providing Licensee a fifteen (15) day right to cure any such breach under this section, with the cure period running from the date of any such notice to terminate., effective upon written notice to Licensee, and Licensee thereafter releases CPKC from any liability arising in connection with such early termination.

4.4 Termination of this Agreement for any reason shall not:

- a) relieve Licensee from any obligation assumed by it, or from any liability which may have arisen or been incurred by Licensee under the terms of this Agreement prior to its termination or flowing therefrom, and that upon termination of this Agreement in accordance with the provisions of this Agreement CPKC shall have no further duties, liabilities, or obligations to Licensee and Licensee have no further rights pursuant hereto; or
- b) entitle Licensee to any payment or compensation of expenses not yet incurred or unrealized benefits which Licensee may have attained under this Agreement, prior to termination; or
- c) relieve Licensee from payment of the License Fee or Additional Fees if:
  - (i) Licensee has not vacated the Licensed Premises;
  - (ii) any of Licensee's property or any Improvements remain on the Licensed Premises;
  - (iii) Licensee is in any manner deriving benefit from the use of the Licensed Premises;
  - (iv) if environmental impacts remain upon the Licensed Premises or CPKC's adjacent property that are attributable to the activities associated Licensee's use or occupation of the Licensed Premises; or
  - (v) CPKC has not approved Licensee's restoration of the Licensed Premises.

4.5 Upon termination, regardless of any corrective actions having commenced or completed, CPKC shall have the right to recover from Licensee, payment for:

**Agreement No.: 510601**

- a) the cost of such further work as may be necessary in the opinion of CPKC to perform Remediation, recovery, or restoration of the Licensed Premises;
  - b) any outstanding amounts payable by Licensee to CPKC under this Agreement;
  - c) any other costs and expenses or damages that CPKC may sustain from this Agreement.
  - d) Nothing in this section shall be construed as a waiver of the by Licensee of the limitations, defenses, and immunities contained in Wisconsin law including, but not limited to, Wis. Stat. secs. 893.80, 895.52, and 345.05.
- 4.6 Should CPKC at any time terminate this Agreement for any breach, in addition to any other remedies it may have, CPKC shall be permitted to recover from Licensee all damages it may incur by reason of the breach, including reasonable legal fees, all which amounts will be immediately due and payable from Licensee to CPKC. Nothing in this section shall be construed as a waiver of the Licensee of the limitations, defenses, and immunities contained in Wisconsin law including, but not limited to, Wis. Stat. sec.s 893.80, 895.52, and 345.05.

**ARTICLE 5 - PAYMENTS**

- 5.1 License Fee. Licensee agrees to pay CPKC a one-time fee of One Hundred Seventeen Dollars Thousand Dollars (\$117,000 USD), without any deduction, set off, or abatement whatsoever, upon execution of this Agreement (the "**License Fee**").
- 5.2 Annual Escalator. N/A.
- 5.3 Redetermination. Except as otherwise allowed for herein, not more than once every twenty-five (25) years, CPKC may redetermine the License Fee based on then current market conditions. If CPKC redetermines the License Fee, CPKC shall notify Licensee of such change.
- 5.4 Licensee acknowledges and agrees that it is intended that this Agreement and the License Fees payable hereunder are completely net and carefree to CPKC and CPKC shall not be responsible for any costs whatsoever relating to the Licensed Premises throughout the Term.
- 5.5 Real Property Tax.
- a) Real property taxes attributable to the Licensed Premises shall be paid by CPKC, and form part of the License Fee. The Parties agree that Licensee shall not pay additional real property taxes except as described the following clause.
  - b) If Improvements to the Licensed Property cause the real property tax for the Licensed Premises to increase, CPKC may, immediately upon discovery and dating back to the date of such increase, redetermine the License Fee. If CPKC redetermines the License Fees, CPKC shall notify Licensee of such change.
- 5.6 Additional Fees.
- a) Licensee shall pay, prior to delinquency, all Additional Fees and will indemnify and keep indemnified CPKC from and against payment for all loss, costs, charges and expenses occasioned by, or arising from any and all such Additional Fees, and any such loss, costs, charges and expenses suffered by CPKC may

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**Agreement No.: 5100601**

be collected by CPKC as License Fees with all rights of distress and otherwise as reserved to CPKC in respect of License Fees in arrears. Nothing in this section shall be construed as a waiver of the Licensee of the limitations, defenses, and immunities contained in Wisconsin law including, but not limited to, Wis. Stat. secs 893.80, 895.52, and 345.05.

- b) CPKC may, at its election, either:
  - (i) make payment of Additional Fees and then invoice Licensee for reimbursement in full within thirty (30) days after rendition of CPKC's invoice;
  - (ii) forward any invoice respecting Additional Fees to Licensee for payment;
  - (iii) arrange for recurring invoices for Additional Fees to be sent directly to Licensee for payment; or
  - (iv) employ any other such reasonable method as the Parties may hereafter mutually agree, or of which CPKC gives Licensee thirty (30) days' advance written notice.
- c) In the event that CPKC makes payment of Additional Fees pursuant to this Agreement, CPKC may invoice Licensee for the entire period of Additional Fees even if payment could have been made in installments. Licensee shall not be entitled to any discounts for full payment regardless of whether CPKC in fact receives a discount.
- d) Licensee shall be solely responsible for investigating the amount of any Additional Fees that may be proposed by any entity having the authority to assess or charge Additional Fees against the Licensed Premises and that, if enacted by such entity, becomes due and payable by Licensee pursuant to this Agreement. CPKC shall not be obligated to investigate or dispute any such Additional Fees, nor shall it be liable to Licensee should the period for disputing any Additional Fees expire prior to Licensee's actual knowledge of same.

5.7 Applicant acknowledges and agrees that CPKC shall invoice Licensee for any other costs or services which are provided by CPKC (e.g., flagging or vegetation management).

5.8 The fees set out in this article do not include other charges related to the transportation, movement, and handling of products via CPKC's railway lines for which Licensee is responsible to pay, including without limitation, transportation rates as well as supplemental services under CPKC's Supplementary Services Tariffs or any applicable or replacement tariff, as may be amended from time to time. A copy of CPKC's Supplementary Services Tariffs may be found here:

<https://www.cpkcr.com/en/customer-resources/pricing-and-tariffs>

In the event Licensee cannot access the above link, it will notify CPKC.

5.9 Invoices.

- a) During the Term CPKC will prepare written invoice, or invoices, identifying costs incurred and balance owing, including reasonable details pertaining thereto.
- b) Each invoice issued to Licensee by CPKC shall constitute a requisition for payment, and Licensee shall pay the full amount reflected in each invoice within thirty (30) days of receipt.

**Agreement No.: 5100601**

- c) If Licensee fails to pay when due and payable to CPKC any invoice pursuant to this Agreement, the unpaid amounts shall bear interest from the due date thereof to the date of payment at the rate of one and one-half percent (1.5%) per month or fraction thereof (eighteen percent (18%) per annum) payable monthly (or if such rate of interest shall become unlawful, at the maximum rate permitted by Applicable Laws).

**ARTICLE 6 - GRANT OF LICENSE**

- 6.1 In consideration of the payments and covenants made by Licensee, and provided Licensee complies with the terms and condition herein, CPKC hereby grants unto Licensee a non-exclusive license to use and occupy the Licensed Premises for the Term, solely for the Permitted Use and subject to the terms and conditions of this Agreement.
- 6.2 Nothing in this Agreement shall preclude CPKC from altering, maintaining, or operating on any part of CPKC Lands, including tracks connected to the Licensed Premises, unless such actions materially interfere with the exercise by Licensee of its rights hereunder.

**ARTICLE 7 - USE**

- 7.1 During the Term, CPKC hereby grants Licensee permission to use the Licensed Premises for the sole purpose of those activities described in Schedule D and for no other purpose whatsoever (the "**Permitted Use**").
- 7.2 Licensee covenants that it will:
  - a) carry out Licensee's Operations in accordance with the Operating Plan, safely and efficiently with the degree of care, diligence, and skill that a prudent operator would exercise in comparable circumstances;
  - b) not cause, suffer, or permit the use of the Licensed Premises by any Person, other than Persons required to be on or about the Licensed Premises for the purposes of Licensee's Operations, without the prior written consent of CPKC, which may be withheld arbitrarily at CPKC's sole discretion, and enforce such security measures by ensuring that its employees and contractors entering onto the Licensed Premises display proper identification as required by CPKC from time to time;
  - c) ensure the security of the Licensed Premises and/or CPKC Lands from unauthorized personnel by keeping all gates securely closed and locked when not using the Licensed Premises; and
  - d) ensure all Licensee personnel involved in Licensee's Operations, will comply with Access Protocols, CPKC's Minimum Safety Requirements for Contractors on CPKC Property, E-RailSafe, and any other safety protocols CPKC may require for operating on the Licensed Premises as set out in the Operating Plan.
- 7.3 Licensee shall not, and shall not cause or permit any other third party to:
  - a) use, occupy, or permit the Licensed Premises to be used for any purpose or activity other than the Permitted Use;

**Agreement No.: 510601**

- b) use or authorize the use of any Hazardous Substance on the Licensed Premises, including installation of any above or below ground storage tanks; subject thereto, Licensee shall arrange at its own cost for transportation and off-site disposal, in accordance with Governmental Authorities, of all Hazardous Substances that it shall use or generate. Licensee shall be permitted to use Hazardous Substance on the Licensed Premises in limited quantities and solely in connection with Licensee's Operations provided it has secured CPKC's prior written approval, complied with any conditions CPKC may then require, and such use complies with Licensee's approved Operating Plan;
- c) use the Licensed Premises for storage purposes, including the storage of vehicles, machinery, equipment, or other property, except for that which is required to remain in place for Licensee's Operations;
- d) interfere with, impair, disturb, or otherwise impact any operations of CPKC or CPKC invitees, tenants, or other licensees, including but not limited to blocking access roads or driveways; accessing or fouling any equipment, utility, or CPKC structure; damaging or impairing any fencing; accessing any CPKC property other than the Licensed Premises; or interfering with any CPKC employees, agents, contractors, customers, or invitees;
- e) transport equipment or materials across CPKC's track or tracks without CPKC flagging protection at the expense of Licensee,
- f) operate, transport, or store equipment within twenty (20) feet from the nearest rail of any track, nor foul any track, transmission, signal, or communication line or any other structure of CPKC; or
- g) permit any advertisements or signs upon the Licensed Premises, other than advertisements or signs relating strictly to the business that is being conducted thereon, or as may be mandated by any Governmental Authority;

except as expressly provided in this Agreement, expressly permitted in the approved Operating Plan, or as may be approved in writing by CPKC.

- 7.4 The Licensed Premises shall not become and remain vacant for a period of fifteen (15) days or be used by any other persons than such as are entitled to use them under the terms of this Agreement.
- 7.5 Licensee agrees that all goods arriving to or departing the Licensed Premises which are moved by rail are to be shipped via CPKC line haul, to the greatest extent possible.
- 7.6 Licensee agrees that no property, equipment, or goods belonging to another Class 1 railroad shall be handled or stored on the Licenses Premises.

**ARTICLE 8 - MAINTENANCE**

- 8.1 Access Roads. It is understood and agreed that portions of the Licensed Premises may consist of roadways or rights-of-way, which may be used by third parties and/or CPKC. Licensee's right to use such roadways or rights of way shall be in common with CPKC and such third parties. Licensee further acknowledges that its use of the roadways and rights-of-way are permitted provided its use complies with the Permitted Use. Licensee shall ensure that the usage of such roadways or rights-of-way by Licensee is reasonable, and that Licensee shall not use such roadways or rights-of-way for storage

**Agreement No.: 5100601**

or parking but that same shall be kept clear at all times for vehicular traffic. Licensee shall be solely responsible, at its own expense, for the maintenance and repair of such roadways and rights-of-way, within reason, including:

- a) surfacing as necessary or as required by CPKC and keep clear of all potholes;
- b) keeping all adjacent ditches clear and free of any obstacles and debris and stagnated water;
- c) clearing of snow and ice; and
- d) doing all such other things as may be, within reason, necessary to maintain a safe and clear condition in compliance with Applicable Laws.

8.2 Licensee shall be responsible for any damage to the Licensed Premises or Improvements on the Licensed Premises that may occur during the Term. In the event of the destruction of any Improvements or other structures located on the Licensed Premises, Licensee shall, at CPKC's option, either: (i) rebuild any damaged or destroyed Improvements or structures to the reasonable satisfaction of CPKC; or (ii) demolish any damaged Improvements or structures and clear the site of any waste or debris to the reasonable satisfaction of CPKC.

8.3 Temporary Fencing. Licensee shall erect a temporary 5' 0" high chain link fence parallel to nearest railroad rail at 25 feet from rail. Such fence sections shall be removed for building when placed or while being constructed,

8.4 Permanent Fencing. CPKC, at its own discretion, may request Licensee erect or repair fencing and thereafter maintain during the Term hereof, at Licensee's risk and expense, and to the satisfaction of CPKC, a six (6) foot high chain link fence with security locks surrounding the perimeter of the Licensed Premises; and upon the termination of this Agreement by either party, Licensee shall, at its own risk and expense remove said fence from the Licensed Premises, if requested by CPKC so to do.

**ARTICLE 9 - ENCROACHMENT**

9.1 If Licensee at any point occupies CPKC Lands which do not form part of the Licensed Premises, Licensee shall be deemed to be an unauthorized occupant of those CPKC Lands ("**Encroachment Area**").

9.2 Upon discovery of Licensee's unauthorized occupation of the Encroachment Area, and upon providing notification to Licensee, Licensee shall have twenty-four (24) hours to vacate the Encroachment Area, or such longer period as CPKC may agree to in writing.

9.3 Licensee shall surrender the Encroachment Area in accordance with the same terms and conditions as the Licensed Premises including, if necessary, Remediation. All Remediation activities to the Encroachment Area shall be to a standard that permits unrestricted use of the Licensed Premises in compliance with Environmental Laws and subject to the advance written approval of CPKC.

9.4 Licensee shall be deemed to continue its unauthorized occupation of the Encroachment Area until such time as it has surrendered the Encroachment Area in a state satisfactory to CPKC in its sole discretion.

**Agreement No.: 5100601**

- 9.5 As an unauthorized occupant of the Encroachment Area, Licensee agrees to pay CPKC, without any deduction, set off, or abatement whatsoever, monthly and every month, dating back to the earliest date which it can be shown that Licensee occupied the Encroachment Area, an amount equivalent to two hundred percent (200%) of the License Fee, on a per square foot per month, proportional basis, payable in advance on the first day of each and every month, and otherwise on the same terms and provisions of this Agreement including without limitation the payment of Additional Fees, save and except as to the Term and expressly excluding all renewal or extension rights.
- 9.6 In its calculation of the Encroachment Area, CPKC will determine the largest area which Licensee has occupied during its unauthorized occupation.

**ARTICLE 10 - OVERHOLD**

- 10.1 If Licensee continues to use or remain in possession of the Licensed Premises after the expiration or earlier termination of the Agreement with CPKC's consent, but without a written agreement, and CPKC accepts License Fees from Licensee, then Licensee shall be deemed to be occupying the Licensed Premises as a monthly tenant.
- 10.2 As a monthly tenant of the Licensed Premises, Licensee agrees to pay CPKC, without any deduction, set off, or abatement whatsoever, monthly and every month, a fee equal to two hundred percent (200%) of the License Fee at the time of expiry or termination of this Agreement, payable in advance on the first day of each and every month, and otherwise on the same terms and provisions of this Agreement including without limitation the payment of Additional Fees, save and except as to the Term and expressly excluding all renewal or extension rights.
- 10.3 Such monthly licensing may be terminated by either Party on thirty (30) days' notice to the other Party.
- 10.4 No continued use or possession of the Licensed Premises by Licensee after the expiration or earlier termination of this Agreement shall, by operation of law, extend or renew the Term or create a yearly license.

**ARTICLE 11 - IMPROVEMENTS**

- 11.1 Licensee shall not alter or otherwise move any portion of the Licensed Premises without the prior written consent of CPKC.
- 11.2 Licensee shall not, without the prior written consent of CPKC, request nor cause to be requested, by application or otherwise, of any local authority, municipality, or other person, firm, business, or partnership, the making of Improvements to the Licensed Premises. Licensee shall not construct, erect, or place, or cause or allow to be constructed, erected, or placed on the Licensed Premises, any Improvements, without the prior written consent of CPKC.
- 11.3 Any such request for the making of Improvements or the actual making of such Improvements without the prior written consent of CPKC shall constitute an Event of Default, entitling CPKC to terminate this Agreement pursuant to the terms of this Agreement.

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- 11.4 CPKC reserves the right to operate, maintain, repair, replace, augment, or relocate any Improvements existing within or adjacent to the Licensed Premises so long as such Improvements do not materially interfere with Licensee's operation of the Permitted Use.
- 11.5 CPKC shall not be liable for any diminution or alteration of the Licensed Premises resulting from the exercise of CPKC's rights under this Agreement, and Licensee shall not be entitled to a reduction or abatement of fees or to compensation, provided that CPKC shall not, in exercising these rights, materially, detrimentally, and permanently reduce the use of the Licensed Premises by Licensee.
- 11.6 The installation of water well(s) or use of existing water well(s) or other equipment The foregoing Article shall not apply to any routine maintenance of the Licensed Premises required in Licensee's sole reasonable discretion. Additionally, the foregoing shall not apply to any activities necessitated by an emergency where obtaining prior written consent of CPKC is not reasonably possible and would otherwise materially inhibit Licensee's ability to respond to such emergency.

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**ARTICLE 12 - LIENS AND OTHER ENCUMBRANCES**

- 12.1 Licensee shall not suffer or permit any builders' lien or similar lien to be filed or registered against title to the Licensed Premises. If such lien shall at any time be filed or registered Licensee shall procure its discharge within twenty (20) days after the lien has come to the notice of Licensee, the failure of which to do so will constitute an Event of Default, entitling CPKC to terminate the Agreement pursuant to the terms of this Agreement.

**ARTICLE 13 - INDEMNIFICATION**

- 13.1 **EXCEPT WHERE AND TO THE EXTENT CPKC INDEMNIFIED PARTIES ARE GROSSLY NEGLIGENT OR HAVE ENGAGED IN WILLFUL MISCONDUCT, LICENSEE SHALL MAKE NO CLAIM OR DEMAND AGAINST CPKC INDEMNIFIED PARTIES FOR ANY INJURY, INCLUDING INJURY RESULTING IN DEATH, LOSS, DAMAGE TO PROPERTY (BY WHOMSOEVER OWNED), OR THIRD-PARTY CLAIMS SUFFERED OR SUSTAINED BY LICENSEE OR ITS EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, OR AGENTS WHICH ARISES OUT OF OR IS CONNECTED WITH THE USE OF THE LICENSED PREMISES BY LICENSEE OR THIS AGREEMENT.**
- 13.2 **EXCEPT WHERE AND TO THE EXTENT THAT CPKC INDEMNIFIED PARTIES ARE GROSSLY NEGLIGENT OR HAVE ENGAGED IN WILLFUL MISCONDUCT, LICENSEE SHALL INDEMNIFY, DEFEND, AND SAVE HARMLESS CPKC INDEMNIFIED PARTIES:**
- a) **FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, AWARDS, ACTIONS AND PROCEEDINGS BY WHOMSOEVER MADE, BROUGHT OR PROSECUTED; AND**
  - b) **FROM AND AGAINST ANY AND ALL CLAIMS, LOSS, DAMAGES, OR EXPENSES, INCLUDING ATTORNEY'S FEES, SUFFERED OR INCURRED BY CPKC INDEMNIFIED PARTIES, INCLUDING INJURIES, INCLUDING INJURY RESULTING IN DEATH, DAMAGE TO OR DESTRUCTION OF CPKC PROPERTY OR THIRD-PARTY PROPERTY (INCLUDING WITHOUT LIMITATION, ENGINES, ROLLING STOCK AND ALL OTHER EQUIPMENT AND**

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THEIR CONTENTS), THIRD-PARTY CLAIMS, OR ANY INCREASED TAXES OR LOCAL IMPROVEMENTS ASSESSED WITH RESPECT TO THE LICENSED PREMISES,

- c) **NOTHING THE FOREGOING SHALL BE CONSTRUED AS A WAIVER BY LICENSEE OF THE LIMITATIONS, DEFENSES, AND IMMUNITIES CONTAINED IN WISCONSIN LAW INCLUDING, BUT NOT LIMITED TO, WIS. STATS. SEC. 893.80, 895.52, AND 345.05. FURTHER, TO THE EXTENT INDEMNIFICATION IS AVAILABLE AND ENFORCEABLE, THE LICENSEE OR ITS INSURER SHALL NOT BE LIABLE IN INDEMNITY OR CONTRIBUTION FOR AN AMOUNT GREATER THAN THE LIMITS OF LIABILITY FOR MUNICIPAL CLAIMS ESTABLISHED BY WISCONSIN LAW."**

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**WHICH ARE BASED UPON, ARISE OUT OF, OR ARE CONNECTED WITH THE USE OF THE LICENSED PREMISES BY LICENSEE OR THIS AGREEMENT.**

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- 13.3 **WHERE CPKC IS MOVING EQUIPMENT ON THE LICENSED PREMISES FOR ANY PERSON OTHER THAN LICENSEE, THE WAIVER AND INDEMNITY GIVEN BY LICENSEE IN THIS ARTICLE SHALL NOT APPLY TO THE EXTENT THAT SUCH CLAIMS, DEMANDS, AWARDS, ACTIONS, PROCEEDINGS, LOSS, DAMAGES, OR EXPENSES ARISE WITHOUT ANY NEGLIGENCE OF LICENSEE OR ITS EMPLOYEES.**

- 13.4 **NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, LICENSEE SHALL INDEMNIFY, DEFEND, AND SAVE HARMLESS CPKC INDEMNIFIED PARTIES FROM ANY AND ALL LOSS, COSTS, AND DAMAGES, INCLUDING ATTORNEY'S FEES, ARISING FROM CLAIMS OR OTHERWISE CAUSED BY LICENSEE'S NON-COMPLIANCE WITH ANY OF THE PROVISIONS OF THIS AGREEMENT. NOTHING THE FOREGOING SHALL BE CONSTRUED AS A WAIVER BY LICENSEE OF THE LIMITATIONS, DEFENSES, AND IMMUNITIES CONTAINED IN WISCONSIN LAW INCLUDING, BUT NOT LIMITED TO, WIS. STATS. SEC. 893.80, 895.52, AND 345.05. FURTHER, TO THE EXTENT INDEMNIFICATION IS AVAILABLE AND ENFORCEABLE, THE LICENSEE OR ITS INSURER SHALL NOT BE LIABLE IN INDEMNITY OR CONTRIBUTION FOR AN AMOUNT GREATER THAN THE LIMITS OF LIABILITY FOR MUNICIPAL CLAIMS ESTABLISHED BY WISCONSIN LAW."**

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- 13.5 **THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

- 13.6 **THE PARTIES ACKNOWLEDGE AND AGREE THAT THE INDEMNIFICATION PROVISIONS OF THIS ARTICLE ARE SHOWN CONSPICUOUSLY.**

**ARTICLE 14 - ENVIRONMENTAL REQUIREMENTS**

- 14.1 During the Term, Licensee agrees that it shall, at its own cost and expense, comply with all environmental requirements as set out and defined in Schedule E.
- 14.2 CPKC may, upon written notice to Licensee, amend Schedule E from time to time.
- 14.3 The provisions of this article shall survive the expiry or termination of this Agreement.
- 14.4 Nothing the foregoing shall be construed as a waiver by Licensee of the limitations, defenses, and immunities contained in Wisconsin law including, but not limited to, Wis. Stats. sec. 893.80, 895.52, and 345.05. Further, to the extent indemnification is available and enforceable, the Licensee or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law."

**ARTICLE 15 - INSURANCE REQUIREMENTS**

- 15.1 During the Term, Licensee shall, at its own cost and expense, comply with all insurance requirements as set out and defined in Schedule C.
- 15.2 CPKC may, upon written notice to Licensee, amend Schedule C from time to time.

**ARTICLE 16 - COMPLIANCE WITH STATUTES AND REGULATIONS**

- 16.1 Licensee shall, at Licensee's sole expense:
- a) comply with all Applicable Laws as required for its Permitted Use or in the execution of approved Improvements, including without limitation obtaining and complying with the terms of all required approvals, licenses, and permits required by Applicable Laws, including, if applicable, treatment, excavation, removal, and disposal of soils, materials, and groundwater, and will provide CPKC with copies of same;
  - b) cooperate and facilitate any inspection, audit, or investigation intended to ensure or verify compliance with Applicable Laws;
  - c) not request any waiver or exemption from Applicable Laws without the prior written consent of CPKC;
  - d) at all times meet all standards, rules, and regulations, as well as all relevant CPKC standards and rules for all equipment used in Licensee's Operations; and
  - e) comply with all applicable communications and air wave transmission laws, regulations, and rules while conducting Licensee's Operations.
- 16.2 Safety.
- a) Licensee shall be solely responsible for ensuring the safety and health of each invitee, employee, agent, contractor, or other individual at the Licensed Premises for any purposes relating to this Agreement, Licensee, or Licensee's Operations and for ensuring that their activities do not compromise the safety of Railway Operations or the safety of any railway personnel or the public.
  - b) Licensee shall be familiar and comply with applicable CPKC policies and requirements that are generally applicable to Licensee's or other users of CPKC property or equipment.
  - c) As may be required for Licensee's Operations or in the execution of approved Improvements, Licensee shall be responsible for determining the location of all underground utility lines (e.g., electric, gas, sewer, water, fiber optic, etc.) and underground structures. Licensee shall call CPKC "Call Before You Dig" at 1-888-678-7272, as well as the applicable One Call number for the jurisdiction in which the Licensed Premises are located, a minimum of five (5) Business Days prior to commencing any activities on CPKC Lands that could potentially impact any subsurface equipment or materials.
- 16.3 Licensee shall immediately provide to CPKC copies of:
- a) any applications, submissions, plans, studies, or any data or information related to, or associated with, Licensee's compliance with Applicable Laws; and

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- b) any notices by Governmental Authorities of any violations concerning the Licensed Premises.

**16.4 Operating Plan.**

- a) Prior to commencing Licensee's Operations, Licensee will submit an Operating Plan describing how Licensee will undertake the Permitted Use. CPKC reserves the right to review and require amendments.
- b) Any changes to the Operating Plan must be submitted to CPKC prior to making such changes. CPKC reserves the right to review and require amendments.
- c) The Operating Plan may be amended or supplemented by CPKC from time to time, and Licensee agrees to incorporate reasonable changes.
- d) Licensee will provide contact information of its qualified personnel and safety personnel and provide prompt updates of any changes to this list.
- e) Licensee will provide any additional operating or safety related information as reasonably requested by CPKC.
- f) While on the Licensed Premises, Licensee personnel must wear personal protective equipment (PPE) as required by Applicable Laws and CPKC policies, including high visibility vests, hard hats, safety boots, and safety glasses.

**ARTICLE 17 - EXPROPRIATION OR CONDEMNATION**

- 17.1 Notwithstanding any other provision of this Agreement, if at any time during the Term, the whole or any part of the Licensed Premises shall be taken by any lawful power or authority by the right of expropriation or condemnation, CPKC may, at its option, give notice to Licensee terminating this Agreement or amending the Licensed Premises as affected by such expropriation or condemnation.
- 17.2 Upon such termination, or upon termination by operation of law, as the case may be, Licensee shall immediately surrender the Licensed Premises or the part of the Licensed Premises taken by the expropriating or condemning authority, as the case may be, and all its interest therein, and the License Fees shall abate and be apportioned to the date of termination and Licensee shall forthwith pay to CPKC the apportioned License Fees and all other amounts which may be due to CPKC up to the date of termination. Licensee shall have no claim upon CPKC for the value of its expropriated or condemned property, the full or partial loss of use of the Licensed Premises, or the unexpired portion of the Term, but the Parties shall each be entitled to separately advance their claims for compensation for the loss of their respective interests in the Licensed Premises taken and the Parties shall each be entitled to receive and retain such compensation as may be awarded to each respectively.

**ARTICLE 18 - SURRENDER**

- 18.1 As one of the material considerations for CPKC's granting to Licensee the Licensed Premises under this Agreement, without which it would not have been granted, following expiration or earlier termination of this Agreement for any reason, Licensee:

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- a) shall peaceably surrender and yield up to CPKC to the reasonable satisfaction of CPKC, the Licensed Premises in a neat, clean, and level condition free and clear of all Waste, debris, Approved Products, Hazardous Substances; and
- b) grants CPKC the right to re-enter and take control and possession of the Licensed Premises following expiration or earlier termination or upon CPKC's request for Railroad safety and operation.

18.2 Licensee shall, prior to the expiration or termination of this Agreement, unless otherwise required by the provisions of this Agreement, demolish and remove all Improvements from the Licensed Premises, and shall make good all damages caused by such demolition and removal.

18.3 Prior to altering, demolishing, or removing any Improvements located upon the Licensed Premises, Licensee shall:

- a) submit, a work plan describing the work, including work necessary for compliance with Applicable Laws, and a soil management plan; and
- b) obtain the written consent of CPKC.

18.4 Notwithstanding the provisions of this Agreement, CPKC shall have the right by notice in writing given to Licensee at any time prior to the expiry date or earlier termination of this Agreement to require Licensee to leave on, peaceably surrender, and yield up to CPKC the Licensed Premises, Improvements, and fixtures located thereon, all of which Licensee shall surrender in good repair and condition and in a sound structural state and which shall become the absolute property of CPKC. This CPKC may exercise right in case of imminent railroad safety concerns or urgent rail operating purposes necessary to protect or restore the functionality and safe operation of the railroad.

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~~18.4~~18.5 At Licensee's sole cost, all Waste, building debris, concrete, asphalt, or any other materials removed from the Licensed Premises shall be disposed of only at a facility approved for disposal of type of material involved. Wells and tanks, or other regulated improvements, must be removed according to Applicable Laws and by licensed experts.

~~18.5~~18.6 Further to the provisions of this article, Licensee shall, at its own expense, comply with the requirements of Schedule E pertaining the surrender of the Licensed Premises.

~~18.6~~18.7 Subject to the foregoing clean-up and removal obligations, from and after expiry or termination of this Agreement, Licensee shall cease to have any right to use or to enter upon the Licensed Premises.

**ARTICLE 19 - DEFAULT AND DEFAULT REMEDIES**

19.1 Any of the following acts or occurrences during the Term shall be referred to as an "Event of Default" and will constitute a default under the terms and conditions hereunder:

- a) Licensee is not in compliance with any provision of this Agreement;
- b) in CPKC's reasonable determination, Licensee's Operations are endangering the safety of the public, CPKC employees, or Railway Operations;

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- c) Licensee fails to timely pay any payment required pursuant to this Agreement, whether payment is due to CPKC or a third party;
  - d) Licensee is in breach of any parallel agreement or complementary agreement required as consideration for granting this Agreement;
  - e) Licensee becomes bankrupt, insolvent or an order is made for its winding-up or liquidation;
  - f) a receiver of Licensee's business, property, or assets is appointed;
  - g) Licensee ceases to carry on business for more than thirty (30) days; or
  - h) a Change of Control occurs without the prior consent of CPKC.
- 19.2 If Licensee fails to cure an Event of Default within upon Thirty (30) days written notice to Licensee and after providing Licensee a fifteen (15) day right to cure any such breach under this section, with the cure period running from the date of any such notice to terminate, then CPKC may declare this Agreement terminated immediately and without further notice to Licensee and CPKC shall not be liable to Licensee for any damages or compensation by reason of such termination. Licensee shall be obligated to notify CPKC in writing prior to the end of said fifteen (15) day cure period to describe in sufficient detail those steps it has implemented to cure the subject breach or default. CPKC may terminate the Agreement if CPKC does not receive timely written notice of Licensee's cure.
- 19.3 Should CPKC at any time terminate this Agreement for any breach or default, in addition to any other remedies it may have, it may recover from Licensee all damages it may incur by reason of the breach or default, including the cost of recovering the Licensed Premises, and reasonable legal fees, all which amounts will be immediately due and payable from Licensee to CPKC.

**ARTICLE 20 - RIGHT OF ENTRY**

- 20.1 The Licensed Premises shall, at all times, be subject to the exclusive control of CPKC.
- 20.2 Licensee acknowledges and agrees that CPKC reserves:
- a) the right to pass and repass through, over, under, and upon the Licensed Premises from time to time in common with Licensee provided the exercise of such rights do not materially interfere with the exercise by Licensee of its rights hereunder; and
  - b) the right to grant to any other party similar rights to those reserved to CPKC, provided the exercise of such rights do not materially interfere with the exercise by Licensee of its rights hereunder.
- 20.3 Licensee further acknowledges that CPKC may require access to the Licensed Premises without providing prior notice to Licensee or obtaining approval from Licensee to respond to or prevent any Emergency Situation or Interference.
- 20.4 If CPKC determines that Licensee and/or Licensee's Operations are causing an Emergency Situation or Interference, CPKC may order Licensee's Operations or Licensee's use of the Licensed Premises to be halted until the danger to the public or Railway Operations is eliminated. CPKC also reserves the right to prohibit any activity

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on the Licensed Premises that CPKC determines is causing danger to the public or Railway Operations.

- 20.5 If Licensee causes an Emergency Situation or Interference for any reason, CPKC will perform any work necessary to eliminate or rectify the Emergency Situation or Interference at Licensee's expense.
- 20.6 Licensee shall provide reasonable access to the Licensed Premises for any audit, investigation, remediation, or other similar activity approved by CPKC, to any:
  - a) Governmental Authority with jurisdiction over the Licensed Premises; or
  - b) third party that is or may be responsible for any Release of a Hazardous Substance on, at, under, to, or from the Licensed Premises.
- 20.7 Licensee shall not be entitled to any compensation from CPKC for any damages, inconvenience, nuisance, or discomfort resulting from the exercise of these rights.

**ARTICLE 21 - CPKC MAY PERFORM COVENANTS**

- 21.1 If Licensee fails to perform any of its covenants or obligations under this Agreement, CPKC, in addition to its rights under this Agreement, may, at its discretion, perform or cause to be performed any of the covenants, or obligations at Licensee's expense. Licensee shall pay to CPKC the cost all expenses incurred by or on behalf of CPKC under this article, plus thirty percent (30%) for overhead. CPKC will have no liability to Licensee for loss or damages resulting from such action except to the extent caused by the negligence or willful misconduct of CPKC or its agents and contractors.

**ARTICLE 22 - LEGAL EXPENSES**

- 22.1 If CPKC brings action to recover possession of the Licensed Premises or to recover License Fees or other money due under this Agreement, or to enforce any covenant or condition of this Agreement, and the action is successful, or if because of the breach of any covenant on the part of Licensee to be kept or performed, a breach is established, Licensee will pay to CPKC all expenses incurred therefore, including CPKC's reasonable legal fees on a full indemnity basis. Nothing the foregoing shall be construed as a waiver by Licensee of the limitations, defenses, and immunities contained in Wisconsin law including, but not limited to, Wis. Stats. sec. 893.80, 895.52, and 345.05. Further, to the extent indemnification is available and enforceable, the Licensee or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law."

**ARTICLE 23 - SUBORDINATION AND ATTORNMENT**

- 23.1 This Agreement is subordinate to all mortgages (including any deed of trust and mortgage securing bonds and all indentures supplemental thereto) which now affect the Licensed Premises and to all renewals, modifications, consolidations, replacements, and extensions thereof. Subject to the proviso contained in this sentence, Licensee agrees to subordinate this Agreement to all mortgages (including any deed of trust and mortgage securing bonds and all indentures supplemental

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thereto) and to all renewals, modifications, consolidations, replacements, and extensions thereof which may hereafter affect the Licensed Premises and to execute promptly a document in confirmation of the subordination if requested by CPKC, and hereby constitutes CPKC as the agent or attorney of Licensee for the purpose of executing the document and of making application at any time and from time to time to register postponements of this Agreement in favor of any such mortgage, provided that the mortgagee (or trustee) agrees in writing that if the mortgagee (or trustee) becomes a mortgagee in possession or takes action to realize the security of the mortgage Licensee may attorn to the mortgagee (or trustee) as a Licensee upon all the terms of this Agreement and continue in occupation of the Licensed Premises unless and until this Agreement is terminated by passage of time or by action taken because of a default of Licensee.

**ARTICLE 24 - ASSIGNMENT**

24.1 Licensee shall not assign this Agreement in whole or in part, nor sublet all or any of the Licensed Premises, nor mortgage or encumber this Agreement or all or any of the Licensed Premises, nor suffer or permit the occupation of all or any of CPKC Lands by others except with the prior written consent of CPKC, and subject to such terms and conditions as deemed appropriate by CPKC. Any Change of Control of Licensee shall be an assignment and shall attract the need to secure CPKC's prior consent.

**ARTICLE 25 - GENERAL**

25.1 Notice. Any notice or communications required to be given by either Party under this Agreement shall be given by courier, electronic email, or if mailed by registered letter prepaid to the Parties at their respective addresses, or if delivered by email, any such notice shall be attached to the email as a pdf document and deemed delivered on the date of electronic delivery, if received before 4:00 p.m. on any business day of the intended recipient or otherwise on the first (1st) business day of the intended recipient following electronic delivery. Any notice given by mail, if mailed correctly, shall be deemed to have been received on the third (3rd) business day after mailing. In the event of actual or imminent disruption of postal service, any notice shall be delivered by courier or email.

**To CPKC:** **SOO LINE RAILROAD COMPANY**  
Real Estate Department  
900 Canadian Pacific Plaza  
120 South Sixth Street  
Minneapolis, Minnesota 55402  
Attention: Nikol Daniels  
Email: real\_estate-us@cpkcr.com

**To Licensee:** **VILLAGE OF PEWAUKEE**  
235 Hickory StPewaukee, WI 53072  
Attention: Village Administrator  
villageadmin@villageofpewaukeewi.gov

or such other address as may be furnished from time to time by either Party.

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- 25.2 Governing Laws and Authorities.
- a) This Agreement and all provisions thereof shall be subject to revision at any time if made necessary by any order or finding of Governmental Authorities, or other authorities having jurisdiction.
  - b) This Agreement shall be construed pursuant to the laws of the jurisdiction in which the Licensed Premises are situated. The Parties hereby irrevocably attorn to the jurisdiction of the courts in which the Licensed Premises are situate for the adjudication of all disputes arising hereunder.
- 25.3 Successors. This Agreement extends to and binds the respective heirs, executors, administrators, successors and permitted assigns of the Parties as the case may be.
- 25.4 Non-Waiver. The waiver by CPKC of a breach of a term, covenant or condition herein contained will not be deemed to be a waiver of a subsequent breach of the same or another term, covenant or condition herein contained. CPKC's subsequent acceptance of any payment made by Licensee will not be deemed to be a waiver of a preceding breach by Licensee of a term, covenant, or condition of this Agreement, other than the failure of Licensee to pay that fee, regardless of CPKC's knowledge of the preceding breach at the time of acceptance of the fee. No covenant, term or condition of this Agreement will be deemed to have been waived by CPKC unless the waiver is in writing signed by CPKC.
- 25.5 No Option. Submission of this Agreement for examination does not constitute a reservation of or option for the Licensed Premises, and the Agreement becomes effective only upon execution and delivery thereof by CPKC and Licensee.
- 25.6 Survivability. Termination of this Agreement, for any reason, including default shall not release the Parties from any obligations of liabilities incurred during the continuance of this Agreement, including but not limited to ongoing obligations of indemnity.
- 25.7 Enurement. This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and assigns.
- 25.8 Counterparty. This Agreement may be executed in any number of counterparts and delivered via email in PDF, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, provided that a Party delivering this Agreement via email in PDF shall deliver, upon demand, an originally executed copy of this Agreement forthwith thereafter to the other Party.
- 25.9 Amendment. This Agreement may not be modified or amended except in writing signed by the Parties.
- 25.10 Severability. If any one or more of the provisions contained in this Agreement should be invalid, illegal, or unenforceable, such provision or provisions shall be distinct and severable and the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired.
- 25.11 Entire Agreement.

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- a) The Parties agree that this Agreement forms the entire agreement between the CPKC and Licensee, with respect to the Licensed Premises and supersedes all prior verbal or written understandings and agreements; and therefore, there are no agreements, representations, warranties, or conditions relating to or affecting the matters set out herein except as expressed in this Agreement.
- b) For certainty, any and all previous license agreements between the Parties pertaining to the Licensed Premises are considered terminated with the execution of this Agreement.

**25.12 As-Is Condition**

The Licensed Premises are accepted by Licensee without any representations or warranties of any kind other than those contained in this Agreement. Licensee agrees and acknowledges that:

- a) it has had the opportunity to inspect, and has satisfied itself as to the condition and the fitness for its intended use, the Licensed Premises in all respects, and it shall be conclusively deemed to be satisfied with the condition of the Licensed Premises and to have accepted the Licensed Premises on an "as is" basis and to have relied entirely on its own judgment, inspection and testing in connection with the use of the Licensed Premises and has not relied on any representations by CPKC concerning any condition of the Licensed Premises, environmental or otherwise;
- b) the Licensed Premises has been and continues to be used for Railway Operations and/or industrial purposes and CPKC reserves the rights to construct and operate facilities or railway tracks adjacent to or over any part of the Licensed Premises so long as such construction or operation does not materially interfere with Licensee's operation of the Permitted Use, and of access to enter for such purposes the whole of the Licensed Premises upon reasonable written notice to Licensee without liability on the part of CPKC to pay for compensation or damages respecting any damage resulting from the exercise of these rights, except as may be specifically provided for in this Agreement; and
- c) all or a portion of the Licensed Premises may be subject to the existence of or may later become subject to the existence of rights of other parties, and Licensee agrees to allow any and all necessary parties to enter, at all reasonable times, upon the Licensed Premises for the purpose of repairing, maintaining, or for the purpose of doing those things which may arise from a right which burdens the Licensed Premises.

**25.13 Title.** Licensee hereby acknowledges CPKC's title to the Licensed Premises and the rights herein granted and agrees that nothing in this Agreement expressed or implied shall operate or have effect as any warranty, guarantee, or covenant of title.

**25.14 Reservation of Title**

- a) The permission to use the Licensed Premises pursuant to this Agreement is non-exclusive and does not confer on Licensee any property rights, tenant rights, leasehold interest, or easement interest in or to the Licensed Premises. The rights under this Agreement are in common with CPKC and all other parties having a right to use the same as may be permitted by CPKC from time to time, subject to the terms in the Agreement.

**Agreement No.: 5100601**

- b) If requested by CPKC during the Term or subsequent to termination or expiration of this Agreement, Licensee shall at no cost to CPKC execute and deliver to CPKC an estoppel certificate or other document reasonably required by CPKC to evidence Licensee's lack of estate or interest in an estate.
- c) The Parties agree that CPKC shall retain sole ownership of and control over of the Licensed Premises.

25.15 No Registration.

- a) The rights granted herein are personal to Licensee and shall not be deemed to be an interest in CPKC Lands, Licensed Premises, or any CPKC appurtenances, equipment, improvements, or facilities affixed thereon.
- b) Licensee covenants that neither it nor anyone on Licensee's behalf shall file, register, or permit or cause to be filed or registered this Agreement, or any caveat or encumbrance, as defined in Applicable Laws, against the title to the Licensed Premises or any other property owned or occupied by CPKC. Licensee acknowledges and agrees that this Agreement does not constitute a registerable interest in the Licensed Premises.

[Signature page follows]

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**Agreement No.: 510601**

**SOO LINE RAILROAD COMPANY**

Per: \_\_\_\_\_

Name \_\_\_\_\_

Title: \_\_\_\_\_

I have the authority to bind the corporation.

**VILLAGE OF PEWAUKEE**

Per: \_\_\_\_\_

Name \_\_\_\_\_

Title: \_\_\_\_\_

I have the authority to bind the corporation.

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**SCHEDULE A – DEFINITIONS**

1. In this Agreement the following capitalized terms shall be defined as:
  - a) **“Additional Fees”** means, excepting real property tax attributable to the Licensed Premises, all other taxes, rates, duties, local improvements and assessments and other charges that may be levied, rated, charged or assessed against all improvements, equipment, personal property, and facilities on or in the Licensed Premises, or in respect of License Fees or other amounts payable to CPKC by Licensee in respect of the Licensed Premises, and every tax and fee in respect of any and every business carried on thereon or therein or in respect of the use or occupancy thereof by Licensee (and any and every sub-Licensee or Licensee), and all such taxes, rates, duties, local improvements, assessments, fees, and any and all taxes which may in future be levied in lieu of such taxes, and any such loss, costs, charges, whether the taxes, rates, duties, local improvements, assessments and fees are charged by Governmental Authorities during the Term.
  - b) **“Agreement”** means this agreement and all schedules hereto and every properly executed instrument which amends, modifies, or supplements the terms of this Agreement, or extends the Term.
  - c) **“Applicable Laws”** means all applicable federal, provincial/state, municipal, and local laws, statutes, ordinances, bylaws, rules, regulations, orders, directives, and decisions rendered by, and policies, practices, standards, guidelines, circulars, and similar guidance of, any Governmental Authority, ministry, department or administrative or regulatory agency or court having jurisdiction over this Agreement, or federally regulated railways and railway lands, and includes, for certainty, Environmental Laws and Safety Laws and standards of pre-emption or paramountcy of federal or national laws with respect to federally or nationally-regulated railroads, and including all successor statutes and successor bodies hereto, or as either may be amended from time to time.
  - d) **“Approved Products”** means those products, including but not limited to Hazardous Substances, as approved in writing by CPKC and attached as Schedule D.
  - e) **“Baseline Environmental Assessment”** means the Baseline Environmental Assessment, with a scope and by a consultant both acceptable to CPKC, completed prior to Licensee’s occupation of the Licensed Premises.
2. **“Business Day”** means any day other than Saturdays, Sundays, and statutory holidays in the jurisdiction in which the Licensed Premises is located.
  - a) **“Change of Control”** means any one or more transactions or any event or series of events that result in:
    - (i) A change to the Person or group of Persons that own or beneficially control, or have the right to exercise control over, sufficient voting shares of Licensee to elect a majority of its board of directors;

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- (ii) A change of the Person or group of Persons that directly or indirectly de facto control or direct the management and policies of Licensee; and
  - (iii) A sale or any agreement to sell all or substantially all the assets of Licensee.
- b) **"Claims"** means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgments, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultants' fees, response costs, remedial action costs, cleanup costs, and expenses that may be related to any Claims).
- c) **"CPKC"** means the entity named as such on the first page of this Agreement, its successors (including corporate successors in title to all or any part of the Licensed Premises) and assigns, and if an individual, their heirs, executors, administrators, and legal representatives, including, without limitation, their respective permitted successors, assigns, personnel, contractors, consultants, suppliers, and service providers.
- d) **"CPKC Indemnified Parties"** means, individually and collectively, (a) CPKC; (b) CPKC's parent(s), affiliates, subsidiaries, predecessors, successors, and assigns; (c) directors, officers, stockholders, employees, agents, invitees, and insurers of the Persons described in (b); or (d) anyone acting on behalf of any Person described in (a), (b) or (c).
- e) **"CPKC Lands"** shall have the meaning set forth in Recital B.
- f) **"Emergency Response Plan"** means the plan created by Licensee that addresses any event that is hazardous, unsafe, unhealthy, or environmentally unsound condition, activity, or spill on the Licensed Premises.
- g) **"Emergency Situation"** means a situation arising that causes an immediate and serious threat or danger to the public, CPKC employees or personnel, CPKC property, or Railway Operations.
- h) **"Environmental Claim"** means a Claim under one or more Environmental Laws or relating to Hazardous Materials at, on, under, or from the Licensed Premises, including but not limited to any cleanup, response, removal, or remediation required by Governmental Authorities or Applicable Laws, including any Remediation ordered or required by a governmental entity related to the presence of any Hazardous Materials on the Licensed Premises or migrating therefrom that may affect the air, soil, surface waters, ground waters, streams, sediments, or similar environmental conditions caused by, resulting from, arising out of, or occurring during the Term or relating in any way to this Agreement.
- i) **"Environmental Laws"** means all Applicable Laws, and all other laws controlling soil, air, water, noise, Hazardous Substances, solid waste, and other pollution or relating to the storage, transport, release or disposal of Hazardous Substances, waste, or other pollutants.

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- j) **"Environmental Management Plan"** means the plan created by Licensee pertaining to the protection of the Licensed Premises.
- k) **"Event of Default"** means specified event or actions by a Party in which that Party fails to fulfill its obligations set forth by this Agreement, as further described herein.
- l) **"Governmental Authority"** means any government, legislature, or any governmental, quasi-governmental or regulatory authority, agency, commission, department or board, or any political subdivision thereof, or any court or any other law, regulation, or rule-making entity, having jurisdiction in the relevant circumstances, or any other authority charged with the administration or enforcement of Applicable Laws.
- m) **"Hazardous Substances"** means any substance, class of substance or mixture of substances or such quantity of an otherwise non-hazardous substance or substances, which are or may be detrimental to the environment or human health including, without limitation:
  - (i) any contaminant, pollutant, noxious substance, hazardous waste, radioactive, explosive, poisonous, corrosive, flammable or toxic substance, urea formaldehyde foam insulation, asbestos, PCBs, PFAs, PFOAs, medical waste or hazardous biological material;
  - (ii) any substance that, if added to any water, would degrade, or alter the quality of the water to the extent that it is detrimental to its use by human or by any animal, fish, or plant;
  - (iii) any solid, liquid, gas or odour or combination of any of them that, if emitted into the air, would create, or contribute to the creation of a condition of the air that endangers the health, safety, or welfare of persons or the health of animal life or causes damage to plant life or to property;
  - (iv) substances declared to be hazardous, toxic, or dangerous under any law or regulation now or hereafter enacted by any Governmental Authority having jurisdiction over CPKC, Licensee, or the Licensed Premises;
  - (v) the storage, manufacture, disposal, treatment, generation, use, transport, remediation, or release into the environment of which is prohibited, controlled, regulated, or licensed under any law having jurisdiction over the CPKC, Licensee, or the Licensed Premises; and
  - (vi) which in the CPKC's opinion, acting reasonably, may, immediately or in the future directly or indirectly, cause harm or degradation to the environment or to the health or welfare of any living thing.
  - (vii) Notwithstanding the foregoing, Hazardous Substances shall in no way be construed to include sanitary sewer wastewater or its components as properly conveyed through the sanitary sewer lift station and is appurtenances that will occupy the Licensed Premises. Under the Resource Conservation and Recovery Act (RCRA), using the Domestic

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Sewage Exclusion, municipal sewage is specifically excluded from the definition of hazardous waste.

3. **"Improvement"** means facilities, structures, or fixtures affixed to or constructed onto the Licensed Premises, with the exception only of equipment not in the nature of fixtures.
- a) **"Interference"** means to endanger, hinder, interfere with, or affect Railway Operations.
  - b) **"License Fee"** means the fee payable by Licensee to CPKC for the use of the Licensed Premises, as defined and adjusted by the terms of this Agreement.
  - c) **"Licensed Premises"** shall have the meaning set forth in Recital C.
  - d) **"Licensee"**, including all references to Licensee's personnel, means the entity named as such on the first page of this Agreement, both jointly and severally, and his, her, its and their executors, administrators, successors and permitted assigns, including, without limitation, their respective permitted successors, assigns, personnel, contractors, consultants, suppliers, and service providers.
  - e) **"Licensee's Operations"** means the operations identified in the Operating Plan by Licensee in conducting its business and activities on the Licensed Premises pursuant to this Agreement, and any other ancillary agreements pertaining to the Licensed Premises.
  - f) **"Operating Plan"** means Licensee's operating plan, as described herein, describing the Permitted Use, together with any amendments or replacements of such operating plan from time to time, and any other ancillary agreements.
  - g) **"Overhold"** means Licensee's continued use or possession of the Licensed Premises after the expiration or earlier termination of this Licenses with CPKC's consent but without a written agreement, and CPKC accepts payment of License Fees, from Licensee.
  - h) **"Parties"** means CPKC and Licensee, and **"Party"** means either CPKC or Licensee.
  - i) **"Permitted Use"** means the purpose and activities for which Licensee has been granted permission to use the Licensed Premises, as further defined in Schedule D.
  - j) **"Person"** shall be broadly interpreted and includes an individual, body corporate, partnership, joint venture, trust, association unincorporated organization, the Crown, any Governmental Authority, or any other entity recognized by law.
  - k) **"Railcars"** means each loaded or empty railway freight railcar, or similar equipment, handled by or for Licensee.
  - l) **"Railway Operations"** means the operations, business, and undertaking of CPKC, including, without limitation:

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- (i) the use operation, repair, maintenance, and storage of CPKC's trains, locomotives, Railcars, railway machinery, vehicles and equipment of every kind and nature whatsoever;
  - (ii) transporting, inter alia, freight, commodities, and goods;
  - (iii) transloading, inter alia, freight, commodities, and goods;
  - (iv) the use, installation, alteration, relocation, maintenance, and removal of, inter alia, railway tracks, trackage, switches, signals, signals, and communications systems thereon, (including, without limitation, conduits, cables, fibres, radio, radio repeater stations, towers, associated equipment, and any replacement thereto (in whole or in part), or any similar or comparable communications systems, together with all related infrastructures, cables, conduits, fibres, and towers);
  - (v) the use, operation, repair, maintenance, and undertaking of utility works associated with any of the above; and
  - (vi) all other appurtenances, equipment, improvements, and facilities now or hereafter erected or placed on, over or under CPKC right of way for the purpose of such operations.
- m) **"Release"** means discharging, spraying, abandoning, depositing, spilling, leaking, seeping, pouring, emission, dumping and placing; "Release" and "Released" shall have corresponding meanings.
- n) **"Remediation"** means any cleanup, response, removal, mitigation, abatement, elimination, or control of any Hazardous Materials or other environmental condition as required or recommended by a Governmental Authorities, Applicable Laws, or the terms of this Agreement.
- o) **"Safety Laws"** means:
- (i) Applicable Laws related to the safety of Railway Operations;
  - (ii) The regulations, orders, specifications, and directives of Governmental Authorities having jurisdiction in respect of CPKC Operations and federally regulated railways and railway lands; and
  - (iii) Applicable Laws related to Railway Operations, Licensee's Operations, and all other activities related to Licensee's use of the Licensed Premises, in force with respect to health or occupational health and safety.
- p) **"Surrender Environmental Assessment"** means the environmental site assessment conducted immediately prior to Licensee's surrender of the Licensed Premises.
4. **"Timetable"** means the CPKC operating timetable in effect from time to time for the service area in which CPKC Lands are located, as revised, amended, or supplemented from time to time.

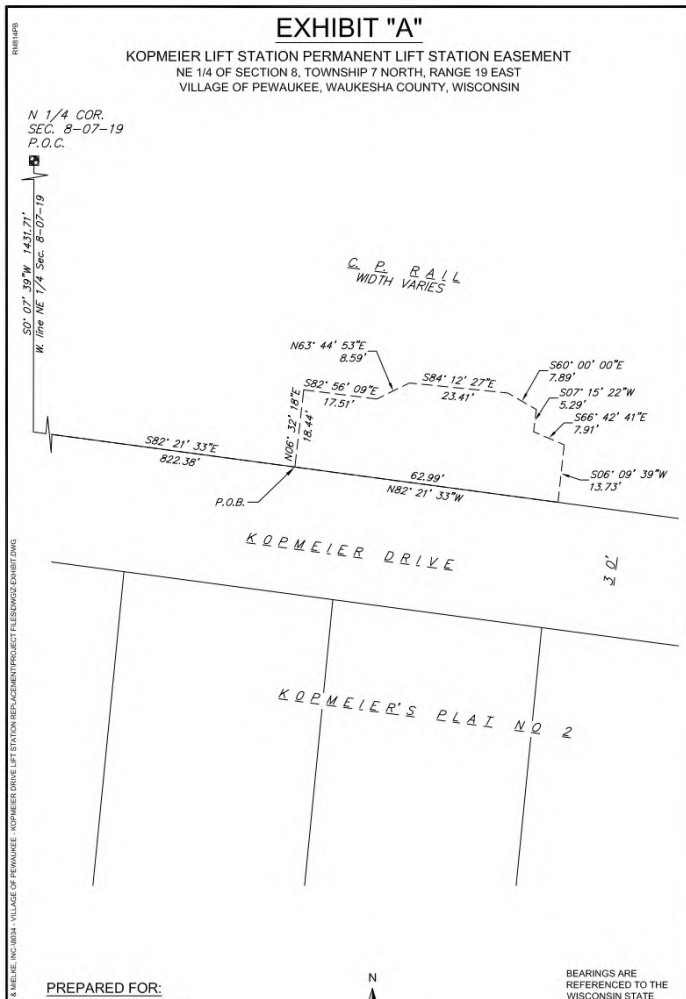
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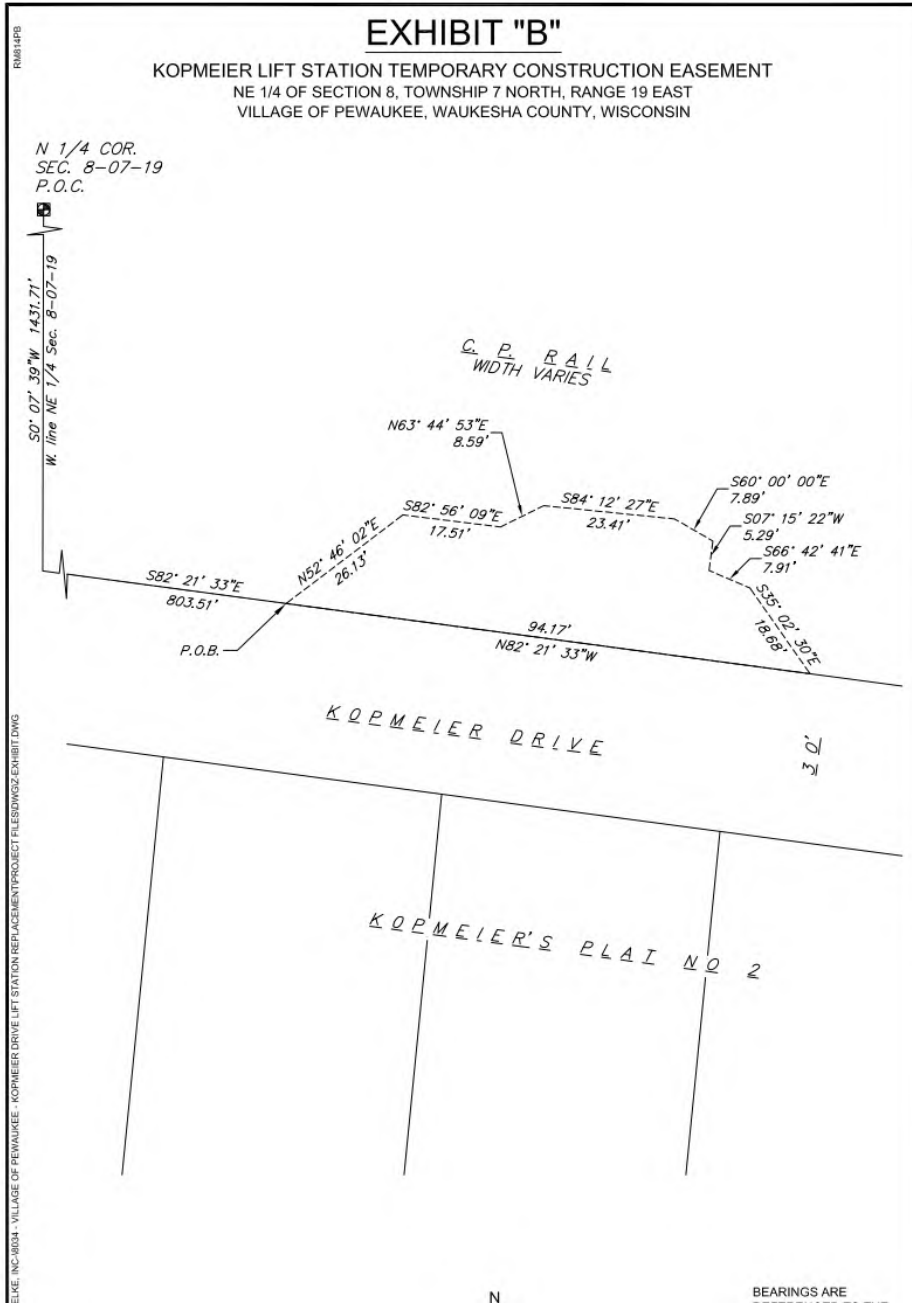
- a) **“Waste”** means any substance capable of causing pollution or contamination to air, land or water and includes all substances defined as “waste” in the Applicable Laws.

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**SCHEDULE B – PLAN OF THE LICENSED PREMISES**

The Licensed Premises is identified and shown on drawing Schedule B, dated [date of drawing specific to the latest revision of and marked on that drawing] attached hereto. Changes to the approved drawings are to be incorporated into this Agreement as an amendment.





**SCHEDULE C – INSURANCE REQUIREMENTS**

1. Licensee, at its sole cost and expense, shall take out and keep in full force and effect, (or cause to be taken out and kept in full force and effect) throughout the Term the following insurances:
  - a) **Commercial General Liability** insurance covering all Operations pursuant to this Agreement, where such policies shall have inclusive limits of not less than **Six Million Dollars (\$6,000,000)** for each occurrence involving personal injury, bodily injury, death or property damage including loss of use thereof, and shall by its wording or endorsement include without limitation the following:
    - (i) CPKC Indemnified Parties as an additional insured with respect to the Licensees indemnity obligations under this Agreement;
    - (ii) "cross liability" or "severability of interest" clause which shall have the effect of insuring each entity named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each;
    - (iii) blanket contractual liability, including the insurable liabilities herein assumed by Licensee under this Agreement;
    - (iv) sudden and accidental pollution;
    - (v) products and completed operations; and
    - (vi) shall not exclude operations on or in the vicinity of the railway right of way.
  - b) **Automobile Liability** covering bodily injury and property damage in an amount not less than **Five Million Dollars (\$5,000,000)** all inclusive covering the ownership, use and operation of any motor vehicles and trailers which are owned, non-owned, leased or controlled by Licensee and used in regards to this Agreement.
  - c) **Contractor's Pollution Liability** insurance, including naming the CPKC Indemnified Group as an additional insured, with a limit of not less than **Five Million Dollars (\$5,000,000)** for any one loss or pollution event. Coverage shall include, but not be limited to, claims for bodily injury, death, damage to property including the loss of use thereof, clean-up costs and associated legal defense expenses arising from pollution conditions caused by, and/or exacerbated by, work performed by the Licensee. The policy shall be endorsed to contain a blanket contractual liability endorsement. If this policy is written on a "claims-made" basis it shall remain in effect for no less than twenty-four (24) months after the expiry or termination of this Agreement.
  - d) **Workers Compensation** insurance which shall be in strict accordance with the requirements of the most current and applicable state Workers Compensation insurance laws, and Employers' Liability insurance including Occupational Disease insurance with limits of not less than **One Million Dollars (\$1,000,000)** each accident/each employee, and where appropriate coverage under said policies to be extended for liability under the FELA, USL&H Act, and the Jones Act. Licensee shall, before any services are commenced under this Agreement, submit written evidence that it has obtained full Workers Compensation insurance coverage for persons whom it employs or may employ in carrying out the services under this Agreement. CPKC Indemnified Group

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shall be waived of any and all subrogation in the event of injury, death, losses, incidents, claims and potential claims.

2. The acquisition and maintenance of insurance policies by Licensee shall in no manner limit or restrict the liabilities incurred by Licensee under the provisions of this Agreement.
3. The insurance coverage required to be maintained pursuant to this Agreement shall be primary and not excess of any other insurance that may be available. Unless otherwise provided above, all insurance coverage shall take place in the form of an occurrence basis policy and not a claims made policy.
4. Licensee shall waive any and all subrogation in the event of injury, death, losses, incidents, claims and potential claims where permissible under the insurance policies required under this insurance schedule.
5. The insurance coverage shall be endorsed to provide CPKC with not less than thirty (30) days written notice in advance of cancellation.
6. Licensee shall, prior to the effective date of this Agreement, and upon the insurance renewal date thereafter, furnish to CPKC Certificates of Insurance evidencing the above coverages by email to [cpkc@ebix.com](mailto:cpkc@ebix.com). Upon request, Licensee shall provide CPKC with certified copies of the insurance policies. Such insurance policies shall be by registered mail to the specific attention of: Risk Management, Canadian Pacific Kansas City, 7550 Ogden Dale Road SE, Calgary, AB T2C 4X9.
7. CPKC shall have no obligation to examine such certificate(s) or to advise Licensee if its insurance coverage is not in compliance with this Agreement. Acceptance of any certificate(s) which are not compliant with the requirements set out herein shall in no way whatsoever imply that CPKC has waived its insurance requirements.
8. Licensee shall provide CPKC with written notice and all reasonable particulars and documents related to any damages, losses, incidents, claims, and potential claims concerning this Agreement as soon as practicable after the damage, loss, incident, or claim has been discovered. Licensee is responsible for any deductible and excluded loss under any insurance policy. The deductible in any insurance policy shall not exceed such maximum amount that a reasonably prudent businessperson would consider reasonable.
9. CPKC reserves the right to maintain the insurance in good standing at Licensees expense and to require Licensee to obtain additional insurance where, in CPKC's reasonable opinion, the circumstances so warrant. If the Licensee fails to maintain the insurance required under this Agreement, CPKC may at its option, terminate this Agreement upon 30 days written notice to Licensee and a Fifteen (15) day right to cure for Licensee to cure any claimed insurance deficiency.

**SCHEDULE D – PERMITTED USE**

1. **Licensee's Operations**

a) CPKC hereby grants permission to Licensee to conduct Licensee's Operations, in accordance with the Operating Plan on the Licensed Premises, for the sole purpose of:

(i) Sanitary Sewer Lift Station and Building and related appurtenances (together, the "Permitted Use").

2. **Approved Products**

a) The following are those products which CPKC grants Licensee authorization to bring onto or be stored upon the Licensed Premises (the "Approved Products"):

~~(i)~~ Waste materials of any kind as conveyed to the Lift Station and Building by the sanitary sewer system to which such Lift Station and Building are connected.

b) Licensee shall, at all times, assume complete and sole responsibility for all Approved Products in its care, custody, or control, including all times which they are on the Licensed Premises.

c) While on the Licensed Premises, Licensee shall be responsible to provide appropriate inspections, supervision, and monitoring at all times of:

~~(i)~~ Licensee's Operations, in accordance with the Operating Plan; and

~~(ii)(i)~~.

d) Licensee shall ensure that all of Licensee's Operations associated with the handling of Approved Products on the Licensed Premises are performed in a safe and proper manner, in accordance with the Operating Plan and Applicable Laws.

e) Licensee shall maintain its own site-specific Emergency Response Plan for Licensee's Operations and Approved Products and ensure that all its personnel understand and abide by the practices and procedures described in the Operating Plan.

f) Licensee shall ensure that all Licensee personnel have sufficient training to handle the Approved Products and perform Licensee's Operations, including the handling of any Hazardous Substances required for Licensee's Operations.

g) Licensee will make available to CPKC any training documentation requested by CPKC.

**SCHEDULE E – ENVIRONMENTAL REQUIREMENTS**

3. No Nuisance. Licensee shall not and shall not cause or permit any third party to cause any nuisance upon the Licensed Premises or CPKC Lands and shall at all times keep the Licensed Premises in a clean, safe, and sanitary condition, and free from brush, vegetation and accumulations of any materials which may create a fire hazard. Licensee shall take care to avoid a hazardous, unsafe, unhealthy, or environmentally unsound condition, activity, or spill on, under, at, or near the Licensed Premises;
4. No Hazardous Substances. Licensee shall not and shall not cause or permit any third party to bring, keep, store, or transfer any Hazardous Substance in, at, or upon the Licensed Premises, including without limitation the installation of any transformers containing PCBs, except as expressly provided for in this Agreement or with the prior written consent of CPKC, which consent may arbitrarily be denied or withheld in CPKC's sole discretion.
5. Restricted Activity. Licensee shall not and shall not cause or permit any third party to:
  - a) undertake any activity that will cause, allow, or require the import any soils or other fill material at, to, or on the Licensed Premises;
  - b) undertake any activity that will cause, allow, or require the disturbance, displacement, removal, or disposal of any soils or other fill material at, from, or on the Licensed Premises;
  - c) conduct any environmental investigation, including without limitation Phase I, Phase II, preliminary, or baseline assessments;
  - d) perform any intrusive testing or screening including without limitation soil testing, soil sampling, ground water testing, surface water testing, Jerome meter (Hg), Niton XRF screens for lead paint, vapor intrusion testing, boring, digging, drilling, or other physical intrusion of the Licensed Premises or any part thereof;
  - a) install monitoring wells as part of any environmental investigation or remediation;
  - b) interfere with, impair, disturb, or in any way impact any environmental remediation or remedial action that has been or may be implemented at, on, under, or near the Licensed Premises; or
  - c) allow the Licensed Premises or CPKC Lands to become a hazardous waste treatment, storage, or disposal facility within the meaning of, or to otherwise bring any such property within the ambit of, Environmental Laws;
  - d) undertake any Remediation, or restoration of the Licensed Premises,without the explicit, prior, written consent of CPKC, in each case in CPKC's sole reasonable discretion.
6. Entry by Governmental Authorities. Licensee may permit Governmental Authorities with jurisdiction to enter upon the Licensed Premises for the purpose of inspecting or monitoring Licensee's Operations, environmental investigations, or Remediation. Whenever possible, Licensee shall advise CPKC (by telephone or other means calculated to bring the matter to CPKC's immediate attention) prior to permitting such Governmental Authorities to enter upon the Licensed Premises. The actions and omissions of such Governmental Authorities while on the Licensed Premises for such

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inspections and monitoring shall be deemed the actions and omissions of Licensee. Licensee is not authorized to permit Governmental Authorities to enter upon the Licensed Premises for any other purpose.

7. Condition of the Licensed Premises.

a) Baseline Environmental Assessment.

- (i) At the beginning of the Term and prior to Licensee's occupation of the Licensed Premises, Licensee at its sole risk and expense, shall obtain an environmental assessment of the Licensed Premises from an independent consultant, with scope, work plan, and consultant to the satisfaction of CPKC (the "**Baseline Environmental Assessment**"). Licensee shall provide a copy of the Baseline Environmental Assessment to CPKC.
- (ii) Without limiting the foregoing, if deemed prudent by CPKC, Licensee shall take soil and/or water samples at various intervals and locations as directed by CPKC. In the event that significant environmental impacts are detected, Licensee may be required to perform additional tests and/or installations, such as monitoring or testing wells.

b) Surrender Environmental Assessment.

- (i) At the expiration or earlier termination of the Agreement, Licensee at its sole risk and expense, shall obtain an environmental assessment of the Licensed Premises from an independent consultant, with scope, work plan, and consultant to the satisfaction of CPKC (the "**Surrender Environmental Assessment**").
- (ii) If Licensee fails to obtain a Surrender Environmental Assessment, CPKC may obtain such report in accordance with this section and Licensee shall pay to CPKC the cost of such report, plus thirty percent (30%) for overhead.

8. Restoration of the Licensed Premises.

- c) Licensee shall surrender the Licensed Premises free of any Hazardous Substances resulting from Licensee's occupation or use of the Licensed Premises during the Term of this Agreement and ensure the Licensed Premises is restored to or better than the baseline conditions as set out in the Baseline Environmental Assessment. If Licensee did not obtain a Baseline Environmental Assessment, Licensee shall restore the Licensed Premises to a standard permitting unrestricted use of the lands within the meaning of Environmental Laws.
- d) Any restoration required for the Licensed Premises shall be performed by Licensee at its sole risk and expense.
- e) Licensee shall have the burden of proving that any environmental contamination has not resulted from its occupation or use of the Licensed Premises.
- f) Disposal of Hazardous Substances and Waste. Licensee, at its sole risk and expense, shall arrange for the lawful transportation and offsite disposal of any and all Waste, Hazardous Substances, contaminated soil, contaminated water, regulated Improvements, or any other similar materials that it shall use or generate on the Licensed Premises. Removal shall be only by a licensed

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professional and be disposed of only at a facility approved for disposal of type of material involved.

- g) Disposal of Drill Cuttings, and Excess Soils. Licensee, at its sole risk and expense, shall handle, store, treat, transport, and dispose off-site all drill cuttings, soil and sediment samples, purge water, dewatering effluent, water samples, excess excavation material, and all wastes of every kind and nature in a manner acceptable to CPKC and in accordance with all Applicable Laws. Drill cuttings shall not be used as backfill.
- h) If Licensee fails to Remediate or restore the Licensed Premises pursuant to these requirements after 30 day notice and 15 day right to cure for Licensee, CPKC may perform such restoration and Licensee shall pay to CPKC the cost of such restoration, plus thirty percent (30%) for overhead.
- i) if CPKC and Licensee disagree as to whether the Remediation or restoration of the Licensed Premises is technically appropriate or complete, Licensee, at its expense, shall retain an environmental consulting firm acceptable to CPKC to review Licensee's activities, with a scope acceptable to CPKC and report whether Licensee has fulfilled its obligations.
- j) All activities contemplated within this schedule shall be conducted:
  - (i) by a reputable and duly licensed consultant that is approved in writing by CPKC;
  - (ii) in accordance with a work plan, submitted to CPKC a minimum of 30 days before the initiation of the proposed activities, and approved in writing by CPKC;
  - (iii) using all due care and attention and only entering onto the Licensed Premises when safe to do so;
  - (iv) in a professional and competent manner that meets or exceeds industry standards;
  - (i) in a manner that avoids causing any disturbance, injury, or damage to the Licensed Premises or CPKC Lands; and
  - (v) in a manner that does not interfere with, impair, or disturb Railway Operations, other CPKC tenants, or other occupants of the Licensed Premises.

9. Releases by Licensee.

- k) Licensee shall not cause or allow the Release or threat of Release of any Hazardous Substance on, under, about, to, or from the Licensed Premises or CPKC Lands.
- l) Licensee shall maintain a detailed plan to address any potential Release or discovery event referred to herein and make it available to CPKC upon request (the "**Emergency Response Plan**").
- m) Licensee shall promptly notify CPKC of any actual or suspected Release or condition of any Hazardous Substance on, to, or from the Licensed Premises, regardless of the cause of the Release or condition. If the Release or condition poses an immediate risk to the environment, health or safety, and permitting it is safe to do so, Licensee shall take all, but only, those reasonable actions to mitigate, eliminate, or protect against the risk. Notwithstanding the foregoing, Licensee shall cease activities in that portion of the Licensed Premises until directed otherwise by CPKC in writing.

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- n) Upon approval by CPKC, Licensee shall, at its sole risk and expense, promptly commence and complete all actions required under Environmental Laws, as outlined in the Emergency Response Plan, or as reasonably required by CPKC to fully Remediate and restore the Release or condition.
- o) Licensee shall completely clean up any such spill or condition; shall dispose of any contaminated soil or Waste in a properly licensed disposal facility and shall replace contaminated soils with fill material approved by CPKC;
- p) CPKC shall not be responsible for any costs or expenses for the Remediation or restoration related to a Release or condition caused by, or attributable to, any act or omission of Licensee, its employees, agents, representatives, contractors, or invitees.
- q) Pre-Existing Contamination. Licensee shall undertake and bear all costs of Remediation of contaminations discovered as a result of Licensee's Operations or Improvements. Remediation shall be to a standard that permits unrestricted use of the Licensed Premises for Licensee's Permitted Use and Railway Operations, in compliance with Environmental Laws.

10. Required Notices and CPKC Participation.

- a) Licensee will provide CPKC with at least seven (7) business days' prior written notice prior to beginning any separate phase of an investigation or Remediation. Such notice will identify the phase of the work to be completed upon entry, the responsible person(s) who is to conduct the work, and such person(s)'s contact information. Licensee shall provide CPKC with written notice again promptly after such phase of the work has been completed. Notwithstanding the foregoing notice period, Licensee acknowledges that CPKC may be unable to provide flagging protection to permit entry to the Licensed Premises at the proposed time. As a result, Licensee acknowledges there may be delay in entry to the Licensed Premises.
- b) Following receipt of any notice, order, claim, investigation, information request, letter, summons, citation, directive, or other communication identified pursuant to the terms of this schedule, Licensee shall notify and permit CPKC to participate in any and all investigations, telephone conferences, settlement discussions, Remediation plans, and all other interactions, direct or indirect, with governmental or regulatory officials, and Licensee shall take all action necessary to ensure that any indemnification, release, waiver, covenant not to sue, or hold harmless agreement benefiting Licensee and arising out of such activities, whether from a governmental or regulatory entity or from a private entity, also benefits CPKC to at least the same extent as Licensee.

11. Information, Reporting, and Confidentiality.

- a) Licensee will, upon receipt and without charge, deliver to CPKC a copy of all plans, reports, field data, logs, analytical results, or other data from the work or relating to the Licensed Premises.
- b) If any plan or report is to be filed or made available to any Governmental Authority, then Licensee shall also give CPKC not less than ten (10) working days to review and comment on a draft of such plan or report and when preparing any such final plan or report pertaining to the work, Licensee or its contractor shall give due consideration to CPKC's comments with respect to the

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draft of that plan or report. Licensee will promptly provide CPKC with a copy of any final plan or report.

- c) Licensee further agrees that it will promptly provide to CPKC copies of all plans, reports, correspondence, notices, inquiries or requests, claims, and other communications submitted to or received from environmental authorities having jurisdiction or any other Person, relating to the work or the Licensed Premises.
- d) Licensee shall include CPKC on its correspondence with Governmental Authorities regarding environmental conditions at the Licensed Premises.
- e) Licensee shall not disclose, or permit to be disclosed or published except as required by Applicable Laws, any reports concerning data or other information relating to or arising out of any environmental study or investigation of the Licensed Premises, without the prior consent of CPKC;
- f) Licensee shall, upon written request by CPKC, provide CPKC with copies of transportation and disposal contracts and manifests for all Hazardous Substances and Waste transported off the Licensed Premises by Licensee. Licensee shall be identified as the generator on all such manifests.
- g) Licensee shall promptly provide CPKC with copies of all summonses, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, claims, causes of action, complaints, investigations, judgments, letters, notices of environmental liens or response actions in progress, and other communications, written or oral, actual, or threatened, from Governmental Authorities. or any other entity, or individual, concerning:
  - (i) any release of a Hazardous Substance on, to, or from the Licensed Premises;
  - (ii) the imposition of any lien on the Licensed Premises; or
  - (iii) any alleged violation of or responsibility under any Environmental Laws relating to the Licensed Premises.
- h) Record Keeping. Licensee shall keep records of all reporting and written communication relating to activities conducted pursuant to this schedule for a period consistent with the prevailing laws and schedules required of municipal records retention in the State of Wisconsin.
- i) i) Nothing the foregoing Schedule shall be construed as a waiver by Licensee of the limitations, defenses, and immunities contained in Wisconsin law including, but not limited to, Wis. Stats. sec. 893.80, 895.52, and 345.05. Further, to the extent indemnification is available and enforceable, the Licensee or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law."

**SCHEDULE F – ACCESS PROTOCOLS**

1. **Access Requirements.** In order to ensure compliance with Safety Laws, the safety of all personnel, CPKC employees and Railway Operations, Licensee's access to any CPKC property will be subject to the following conditions (collectively, the "**Access Protocols**").
  - a) Licensee shall notify the designated CPKC representative sixty (60) days in advance of any Work occurring on CPKC property that requires flagging. Licensee shall deliver notice to CPKC by contacting the designated CPKC representative not less than five (5) Business Days prior (or such longer period as CPKC may reasonably determine from time to time to ensure flagging protection and all safety measures can be scheduled) to the date upon which Licensee seeks to enter upon CPKC property, together with such other information as CPKC may reasonably require.
  - b) No work of any nature shall be undertaken without scheduled flagging protection, unless otherwise agreed in writing by CPKC.
  - c) Licensee shall provide notice to and obtain consents from owners of utility works, facilities, or structures (including third party fibre systems) who may be affected by the Work, including those third parties who are required to give consents to protect or relocate such utilities. Absent CPKC's prior written approval, Licensee shall not enter into any permanent utility crossing agreements with respect to CPKC owned land.
  - d) In the event Licensee requires emergency access to the surface or subsurface of CPKC property, Licensee shall contact CPKC Police at 1-800-716-9132, or such other contact number CPKC may publish from time to time.
  - e) Licensee shall immediately notify CPKC in the event of an Interference or Emergency Situation or damage to railway property or the railway lands.
2. **Safety and Security Requirements.** In addition to the Access Protocols, the Parties agree that any Work carried out on CPKC property will be subject to the following safety and security conditions (collectively, the "**Safety and Security Protocols**").
  - a) Licensee shall be solely responsible for ensuring the safety and health of all personnel in connection of the Work and for compliance with Applicable Laws.
  - b) Licensee agrees to ensure that all personnel (including any subcontracted personnel) have a form of identification displayed at all times while on CPKC property to comply with CPKC safety and security requirements.
  - c) Licensee agrees to comply with and to ensure its contractor complies with all safety, security or regulatory directives and requirements as communicated by CPKC from time to time.
  - d) Licensee, or its contractor, shall be responsible for developing, implementing, and maintaining its own safety and emergency response plan for the Work site and for ensuring that all personnel of the Parties, together with any subcontracted personnel, understand and comply with the practices and procedures set out in such plan. In addition to the minimum requirements

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stipulated in subsection 2(c) of this schedule, the safety and emergency response plan must include:

- (i) reporting and response procedures in the event of an incident or accident;
- (ii) emergency response service providers and contacts and their phone numbers; and
- (iii) incident reporting phone numbers, including phone numbers for CPKC incident reporting and local CPKC personnel.

- e) Licensee and all personnel (including subcontracted personnel) shall adhere to the directions of any CPKC flag persons, inspectors and supervisory personnel (including engineering and technical support) as CPKC may require to supervise any Work on CPKC property. Instructions may include orders with respect to security restrictions, safety requirements, Interferences, or Emergency Situations.
- f) Licensee acknowledges that CPKC has limited resources available for flagging protection and that flagging protection is subject to the availability of qualified flag persons who must be allocated by CPKC across its service area for ongoing railway operations and other concurrent construction and maintenance projects. CPKC will provide flag persons for the duration of the Work to Licensee, and Licensee agrees to reimburse CPKC for that service. The flagging duration will not exceed fourteen (14) days without CPKC's consent.

3. Notwithstanding CPKC consent to commence construction and provide access to the railway lands, if an Emergency Situation arises over, on or under CPKC's property, or the presence of Licensee (or its contractor) or their activities are causing an unauthorized Interference, CPKC may direct that Licensee and its contractor and associated personnel exit from CPKC property for such period of time as CPKC deems appropriate. Any unauthorized Interference or Emergency Situation caused by Licensee must be remedied to the complete satisfaction of CPKC prior to CPKC allowing Licensee and its personnel to resume access onto CPKC Lands. CPKC shall not be responsible for any costs incurred by Licensee, its contractor or any of their personnel for any delays to the Work, the construction schedule or construction costs due to an evacuation or shutdown pursuant to this subsection 2(g).

- a) Any machinery or equipment used for the Work must meet applicable safety regulations and requirements.
- b) Licensee shall not store any fuel, oil, or lubricants on CPKC property or permit any fuelling or servicing of any machinery or equipment on railway lands.
- c) Licensee shall not cause, suffer, or permit the use of the Work site or any CPKC property by any person other than Licensee personnel required to be on or about the Work site for the purposes of completing the Work.
- d) Licensee shall be solely responsible, at its own cost and expense, for the installation and maintenance of temporary, rigid, six (6) foot high construction fences and lockable gates where reasonably required to delineate areas of responsibility between the Parties, restrict entry to the Licensed Premises, and

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as directed by CPKC. Licensee shall keep gates locked, except when entering or exiting from the railway lands, to secure the site from entry by members of the public, trespassers, and non-personnel.

- e) Licensee agrees to ensure that all personnel, including subcontracted personnel, shall adhere to CPKC safety requirements including the publication "**Minimum Safety Requirements for Contractors Working on CPKC Property**" and such other applicable safety stipulations and rules as communicated by CPKC from time to time.

4. ERAILS SAFE: Where Licensee is performing any Work on CPKC property, Licensee shall be responsible for ensuring the safety and security of its agents, employees, and subcontractors, and for ensuring the security of CPKC's operations as follows:

- a) Licensee and its employees, agents, and subcontractors shall maintain an active registration with E-VERIFILE Canada (ERAILS SAFE program), or any similar organization(s) being utilized by CPKC for Licensee safety, security, and insurance compliance during the term of this Agreement, at its/their own expense. Licensee shall ensure that all agents, employees, and subcontractors, who in the scope of their duties are required to perform Licensee's obligations in this Agreement on CPKC property, have registered with the EAILS SAFE program and have completed all online safety or security training and background checks as requested by CPKC or E-VERIFILE Canada. Licensee shall ensure that all of its agents, employees, and subcontractors, carry proof of the EAILS SAFE program certification at all times while on CPKC property.