

PUBLIC SAFETY EXPENSE REIMBURSEMENT AGREEMENT

This Public Safety Expense Reimbursement Agreement (“Agreement”) is entered into as of [DATE], 2025 (the “Effective Date”), by and among County that has executed the Acknowledgement of Agreement set forth below (“County”), the WISCONSIN COUNTIES ASSOCIATION, a Wisconsin entity created under the authority of Sec. 115(1) of the Internal Revenue Code (“WCA”) and Paul Susienka, an adult resident of the State of Wisconsin (such individual and any successor thereto the “Review Officer”). Each of the entities shall be referred to as a “Party” and collectively the “Parties.”

EXPLANATORY STATEMENT

A. Enbridge Energy, Limited Partnership (“Enbridge”) has briefed the appropriate governmental authorities relating to the Line 5 Wisconsin Segment Relocation Project, all as more particularly described in Wisconsin Department of Natural Resources Docket # IP-NO-2020-2-N00471 (all matters incident or related to such project defined as the “Project” for purposes of this Agreement).

B. As part of the Project, certain development and construction activities will take place in Ashland County, Bayfield County, Douglas County and Iron County (collectively, “Counties”) at various times.

C. Because of funding constraints existing in each County, the Counties have expressed concerns regarding the additional unbudgeted costs associated with providing necessary and adequate public safety services that will potentially be required in connection with the Project’s development and construction activities.

D. WCA is aware of the funding constraints in each County and has expressed a desire to provide a mechanism for reimbursing the County for costs associated with the provision of such public safety services.

E. WCA has made arrangements for funding to allow for the reimbursement of such costs and WCA will administer the system of reimbursement.

F. In order to carry out its functions under this Agreement, WCA will (i) appoint an independent third party to determine a County’s eligibility for reimbursement, (ii) make arrangements for reimbursement of a County’s approved costs and expenses and (iii) otherwise administer the system of reimbursement.

G. The Parties believe and understand that all communications between the Parties relating to the Services (as described with particularity on Exhibit A), including without limitation the requests for reimbursement for the costs associated with providing Services and all communications related to specific public safety initiatives and methods, are highly confidential and, if disclosed, may jeopardize the Parties, the general public and other persons’ health, safety

and welfare, including potentially disclosing critical energy infrastructure information (“CEII”).

H. The Parties desire to set out their respective understandings with respect to the reimbursement arrangement set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, the Parties, intending to be legally bound, agree as follows:

AGREEMENT

ARTICLE 1

THE REVIEW OFFICER

1.1 Review Officer Fees and Expenses. WCA shall pay to the Review Officer the sum of [\$2,000 per month, prorated for any partial month,] in consideration for the performance of Review Officer’s duties hereunder (“Review Officer Fee”). The first payment of the Review Officer Fee is due and payable within ten (10) days of WCA providing Review Officer with written notice of the commencement of the Project and monthly payments shall continue to be paid on the first day of each month thereafter until WCA provides written notice to Review Officer of the Project’s completion. Review Officer shall at all times be considered an independent contractor and not an employee of any other Party. Review Officer is responsible for any and all tax consequences associated with the Review Officer Fee and shall hold all other Parties harmless and indemnify all other Parties for any claim(s) associated with such tax consequences.

1.2 Appointment of Successor Review Officer. WCA may, at any time and for any reason, relieve Review Officer of their duties and appoint a successor Review Officer. Review Officer may, at any time and for any reason, resign as Review Officer by providing at least sixty (60) days’ written notice to WCA of Review Officer’s resignation. WCA shall appoint a successor Review Officer in the event of any vacancy in the Review Officer position.

ARTICLE 2

COUNTY REQUESTS FOR REIMBURSEMENT AND DUTIES OF REVIEW OFFICER

2.1 County Requests for Reimbursement. A County may make application to WCA for reimbursement of reasonable costs and expenses actually incurred by a County for the provision of the public safety services set forth on Exhibit A (“Services”). For avoidance of doubt, any costs and expenses not identified as Services are ineligible for reimbursement. All requests for reimbursement (“Reimbursement Request”) shall be made on the form attached hereto as Exhibit B, which shall be submitted to Review Officer.

2.2 Reimbursement Requests Related to Other Local Governments and Tribal Law Enforcement Agency. Costs and expenses related to the provision of Services may be incurred by a Wisconsin local government other than a County or a tribal law enforcement agency, but any such local government or tribal law enforcement agency must request that a County submit a Reimbursement Request on behalf of the local government and, to the extent the Reimbursement

Request otherwise is for costs and expenses eligible for reimbursement as Services, WCA agrees that the County submitting the Reimbursement Request may be reimbursed and the County is authorized to pay the local government or tribal law enforcement agency out of any such reimbursement.

2.3 Timing of Reimbursement Requests and Approval. A County shall submit a Reimbursement Request and all supporting documentation to WCA within sixty (60) days of performance of any Service. A County or other local government seeking reimbursement for Services is not required to exhaust reimbursement of funds from any other state or federal source prior to submitting a Reimbursement Request, and Review Officer shall not deny any Reimbursement Request based on the availability of an alternate funding source. WCA shall promptly submit any Reimbursement Request to Review Officer and Review Officer shall promptly review each Reimbursement Request to determine if the Reimbursement Request, or any portion thereof, is eligible for payment as reimbursement for Services. Review Officer shall complete a review of the Reimbursement Request and submit a written determination to WCA within thirty (30) days of submission. WCA shall thereafter review the determination of the Review Officer and approve or disapprove, in whole or in part and in WCA's sole and absolute discretion, the Reimbursement Request. A County shall provide additional supporting documentation upon the reasonable request of the Review Officer. In the event Review Officer denies a part or all of a Reimbursement Request, Review Officer shall provide WCA and the requesting County written notice of such denial and an explanation for denial. The requesting County shall have thirty (30) days to provide any additional information for Review Officer's consideration. For avoidance of doubt, WCA may disapprove any Reimbursement Request, in whole or part, based upon a lack of funds in the escrow account.

2.4 Remittance. After receipt of Review Officer's written approval of a Reimbursement Request (or a portion thereof) and WCA's agreement to pay (in whole or part) pursuant to Section 2.3, WCA shall pay the approved portion of a Reimbursement Request to a County within 10 days. Each County shall provide WCA with written instructions and account information necessary to complete approved reimbursements.

ARTICLE 3

TERM AND TERMINATION

3.1 Term and Termination. This Agreement shall commence on the Effective Date and continue until WCA provides written notice of termination of the Agreement to all Parties ("Termination Date").

ARTICLE 4

MISCELLANEOUS

4.1 Amendment. This Agreement may only be amended in writing upon mutual agreement of all Parties.

4.2 Assignment; Binding Upon Successors. This Agreement may not be assigned by any Party without the express written consent of all other Parties, which consent may be granted,

withheld or conditioned in a Party's sole and absolute discretion. This Agreement shall be binding upon each Party's successors and assigns.

4.3 Applicable Law and Venue. This Agreement shall be construed according to the laws of the State of Wisconsin without regard to the law on conflicts of law. Any actions or proceedings arising in connection with this Agreement shall be venued exclusively in a state or federal court of competent jurisdiction located in Dane County, Wisconsin.

4.4 Notice. Any notice required herein shall be provided by electronic mail, return receipt requested, to the following addresses:

To Ashland County:

Dan Grady, County Administrator
dan.grady@ashlandcountywi.gov

To Bayfield County:

Mark Abeles-Allison, County Administrator
mark.abeles-allison@bayfieldcounty.wi.gov

To Iron County:

Jay Sween, County Manager
jsween@ironcountywi.org

To Review Officer:

Paul Susienka
bigbang@cheqnet.net

To WCA:

Mark O'Connell, President and CEO
oconnell@wicounties.org

4.5 Authority. The individual executing this Agreement on behalf of a Party represents that he or she has authority to bind that Party.

4.6 Relation of the Parties. It is the intention of the Parties to maintain an independent contractor relationship. Nothing herein shall be construed as creating an employment relationship or any other relationship under the law except as explicitly set forth in the terms of this Agreement.

4.7 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and all prior agreement relative hereto that are not contained herein are terminated.

4.8 Counterparts; Electronic Signature. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and all such counterparts taken together will constitute one and the same instrument. Counterparts executed and delivered using electronic signature and copies will be fully binding and enforceable to the same effect as if an original had been executed and delivered instead.

(Signatures Appear on the Following Pages)

ACKNOWLEDGEMENT OF AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Public Safety Expense Reimbursement Agreement effective as of the date first set forth above.

ASHLAND COUNTY:

By: _____

Name: _____

Title: _____

BAYFIELD COUNTY:

By: _____

Name: _____

Title: _____

IRON COUNTY:

By: _____

Name: _____

Title: _____

WISCONSIN COUNTIES ASSOCIATION

By: _____

Name: _____

Title: _____

REVIEW OFFICER

By: _____

Name: _____

Title: _____

EXHIBIT A

PUBLIC SAFETY SERVICES – LINE 5 WISCONSIN SEGMENT RELOCATION PROJECT

The Counties shall provide the general public safety services during the Project's development, construction and initial implementation that encompass duties, functions, and services customarily provided by County law enforcement and other local public safety units, recognizing that the unique nature of the Project (as defined in the Agreement) may result in the incurrence of extra duties and expenses for personnel and equipment by the Counties and other local governments ("Services"). For avoidance of doubt, Services shall include, without limitation, fire and emergency medical services in addition to other public safety services. Nothing herein or in the Agreement shall be construed as modifying or limiting a County or sheriff's statutory and constitutional prerogative to determine the manner, method or mode of providing public safety services. The Counties may coordinate with Enbridge in the provision of Services, and Enbridge will assist and provide information as and when asked. In addition, to the extent local public safety units from a jurisdiction other than a County incur cost or expense in the provision of Services related to the Project, the applicable local government may make application for reimbursement from the County in which the service was provided and the County may submit for reimbursement under the terms of the Agreement.

The Counties shall seek reimbursement for their actual costs and expenses associated with each County officer performing and providing the following Services:

1. Assign officers to perform patrols of the Project site and surrounding locations on a daily basis to promote safety and wellbeing on the Project site.
2. Maintain the peace in and around the Project site, including assistance with crowd control measures.
3. Provide any required emergency or environmental services consistent with statutory duties.
4. Coordinate with Enbridge Project personnel as required to perform statutory duties.
5. Provide transportation, parking, and traffic control services.
6. Respond to calls for service received through general dispatch for incidents at the Project site.
7. Respond to accidents or incidents at the Project site requiring first responder services, including but not limited to administration of first aid and completing accident reports.
8. Assist in the development and presentation of education-based programs to address public safety concerns regarding the Project.

9. Coordination of public safety and emergency responders.

10. Enforcement of applicable criminal laws, codes and ordinances on the Project site.

11. Any other public safety measures the Counties deem necessary to maintain peace and good order as a result of and in relation to the Project, in the Counties' sole discretion.

The Counties shall provide their officers the equipment, supplies and materials that are necessary and required accouterments, as authorized by each County, and customarily worn by their officers.

The Counties shall maintain sufficient records for submission with each Reimbursement Request. In reviewing Reimbursement Requests, the Review Officer shall utilize the responding officer's current rate of pay¹ multiplied by the number of hours spent performing the Services (as determined in one-quarter hour increments).

In addition to the Services described above, the Counties shall participate in training sponsored by Enbridge related to human trafficking and cultural awareness. Such training shall be at no cost to a County and a County shall submit for reimbursement for all personnel costs related to such training pursuant to the process set forth in the Agreement, including Exhibit A and Exhibit B.

ITEMS INELIGIBLE FOR REIMBURSEMENT

Notwithstanding the foregoing, the following items, which is not an exhaustive list, shall in no event be eligible for reimbursement from Enbridge under the terms of the Agreement:

Ineligible requests include those pertaining to: facility operating costs; vehicles; firearms and supplies; bulletproof vests; Tasers; road signs; K-9s; body cameras; recording devices; and crowd control equipment other than that specific to the Project (i.e., body armor required for officer protection performing crowd control for the Project).

¹ Rate of pay shall be inclusive of hourly wage, overtime pay, benefits and payroll tax in accordance with any personnel policy and/or collective bargaining agreement applicable to the officer performing the Services.

EXHIBIT B
FORM OF REIMBURSEMENT REQUEST FOR PAYMENT

To: Wisconsin Counties Association

Requesting County: _____

Date: _____

This Reimbursement Request (“Reimbursement Request”) is made pursuant to the Public Safety Expense Reimbursement Agreement (“Agreement”) dated [DATE] by and between Ashland County, Bayfield County, Iron County, the Review Officer and the Wisconsin Counties Association.

Terms used in this Reimbursement Request shall have the meanings specified in the Agreement.

The undersigned County hereby requests reimbursement for the Services performed, as described below, for the Project (as defined in the Agreement). (Please include a description of Services, the date(s) services were performed, and any other details necessary to substantiate the amount of reimbursement. Attach additional pages if necessary. Please also specify which, if any, of the costs and expenses for which reimbursement is sought were incurred by a local government other than the County.)

Attach all supporting documentation for the Services performed, including an itemized statement that is sufficient for WCA and Review Officer to determine whether the claimed costs and expenses are eligible for reimbursement pursuant to the Agreement.

The undersigned, as authorized signatory of the requesting County, certifies to WCA the following:

1. The request set forth in this Reimbursement Request meets the requirements set forth in the Agreement; and
2. All costs are eligible for payment pursuant to the Agreement and were incurred in performance of Services for the Project; and
3. The costs set forth on this Reimbursement Request were incurred as described herein.

Name:
By: _____
Its: _____

Date:



APPROVED BY REVIEW OFFICER:

Name:

Date: