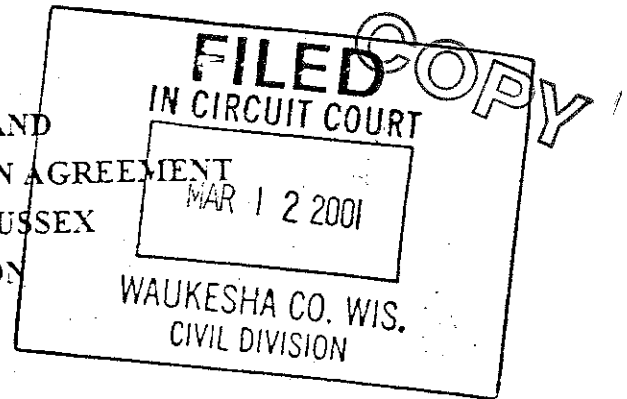


BOUNDARY STIPULATION AND
INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE VILLAGE OF SUSSEX
AND THE TOWN OF LISBON



This is a stipulation and intergovernmental agreement (together, "Agreement") made as of the 22ND day of JANUARY, 2001, by and between the Village of Sussex, a municipal cooperation, located in Waukesha County, Wisconsin ("Village") and the Town of Lisbon, a Wisconsin town, located in Waukesha County, Wisconsin ("Town").

RECITALS

WHEREAS, Section 66.30 of the Wisconsin Statutes authorizes towns and villages as "municipalities" to contract for the joint exercise of any power or duty required or authorized by statute; and

WHEREAS, Section 66.027 of the Wisconsin Statutes authorizes parties to a legal action contesting the validity of an annexation to stipulate and settle such litigation and to determine the common boundary lines between the municipalities; and

WHEREAS, the Village and the Town are parties to a lawsuit contesting the validity of a Village annexation ordinance involving lands formerly located in the Town, as described in Exhibit A (the "Annexation Territory") encaptioned Town of Lisbon vs. Village of Sussex, Case No. 99 CV 2407 (the "Lawsuit"), and are therefore authorized by statute to exercise the powers implicit herein; and

WHEREAS, the Village and the Town believe that intergovernmental cooperation and joint planning provide for the best use of land and natural resources, and high quality and efficient services; and

WHEREAS, it is in the best interest of the Village and the Town to resolve annexation,

boundary, land use and municipal service issues in order to avoid costly litigation, and to provide effective and efficient joint planning to manage their future growth in the area; and

WHEREAS, altering and fixing the boundaries between the Village and the Town to include the Annexation Territory and other lands currently within the Town and within the Village will resolve the Lawsuit and facilitate joint planning and intergovernmental cooperation between the Village and the Town; and

WHEREAS, the Village and the Town wish to secure their respective abilities to respond to annexation requests and to address growth in their jurisdictions, and neither wishes to contest the other or be contested in their efforts at orderly growth:

NOW, THEREFORE, in consideration of the mutual promises of the parties, the receipt and sufficiency of which is mutually acknowledged, it is stipulated and agreed as follows:

ARTICLE I BOUNDARY CHANGES

- A. Boundary Adjustments. The boundaries of the Village and the Town shall be adjusted and fixed, in perpetuity, in accordance with the provisions of the map set forth in Exhibit B and as legally described in Exhibit C, both of which are incorporated by reference. Approval of this Agreement by the governing boards of the Village and the Town shall constitute approvals of these boundary adjustments by the governing boundaries within the meaning of sec. 66.027, Stats.
- B. Section 66.027 Requirements. The governing boards of each party shall, concurrently with the execution of this Agreement, execute a stipulation certifying these boundaries for purposes of complying with sec. 66.027, Stats. The provisions of this Agreement, which fix the Village and Town boundaries, shall be published in The Sussex Sun. Pursuant to sec. 66.027, Stats., if no referendum regarding boundary changes is properly requested within 30 days of the date the stipulation is published, or if the boundary changes described in this Agreement are approved by a referendum election and the provided time for asserting a

judicial challenge to the sufficiency of the boundary change has expired without challenge being filed, the parties will jointly petition the Waukesha County Circuit Court to fix the boundaries between the Village and the Town by a final judgment of the Court having jurisdiction of the Lawsuit, consistent with Exhibits B and C. The respective governing boards and their officers and employees shall take all further action necessary and appropriate to accomplish the intended purposes of the boundary changes described in this Article.

ARTICLE II VILLAGE GROWTH AREA

- A. Village Growth Area. The parties hereby designate certain territory within the Town, as shown on Exhibit D, which is incorporated by reference, as the Village Growth Area ("VGA"). It is the intent of the parties that the VGA shall ultimately be attached to and served by the Village of Sussex, consistent with the Village's 2020 plan. The actions, powers, rights, obligations and privileges of the Village and the Town are delegated, modified or limited by the parties within the VGA, as described in this Agreement.
- B. Authorized Detachments. Any lands for which the Village receives a petition for detachment which are located within the VGA may be attached to the Village without contest by the Town. The Town acknowledges that the Village has a reasonable present or demonstrable future need for the property within the VGA. The Town agrees that it will not directly or indirectly oppose any such detachment nor will it financially support any person opposing such detachment.
- C. Detachment within the VGA. Any lands for which the Village receives a petition for detachment located within the VGA may be detached from the Town and attached to the Village without contest by the Town. The individual parcels within the VGA may be detached from the Town and attached to the Village on an individual, separate basis or an aggregate basis pursuant to the procedures set forth below.
1. Procedure for Detachment. The procedure for detachment of any lands within the VGA shall be as follows:

- a. The parcel owner desirous of attaching to the Village, developing or dividing an individual parcel(s), or receiving Village services as set forth in below, shall file a Petition for Detachment with the Town and Village Clerks prior to being permitted to attach, develop, divide or receive Village services.
 - b. The Village, within forty-five (45) days of receipt of a Petition for Detachment, may adopt an ordinance attaching the subject property(ies).
 - c. The Town, within forty-five days after receipt of the Village ordinance of attachment, shall adopt an ordinance detaching the subject property from the Town.
2. Conditions of Detachment. The Town shall not permit development or division of individual parcel(s) within the V.G.A. The Town agrees to detach each individual parcel and the Village may attach each individual parcel upon the earliest of the following events:
- a. Request on the part of the owner(s) of each individual parcel to be attached to the Village.
 - b. Any land division of any individual parcel, whether by, without limitation, Certified Survey Map, Subdivision Plat, metes and bounds legal description.
 - c. Request of any individual parcel owner for extension of any Village services.
 - d. Development of any parcel(s). For purposes of this agreement, "development" shall mean, without limitation, any request for zoning amendment, conditional or special use permit (exclusive of permit renewals), use variance, site plan, plan of

operation or design approval or any change of use of any portion of a property, but not a request for construction of a "garden shed" under the Lisbon Town Code.

- D. **Prohibited Annexations**. Except as otherwise set forth in this Agreement, no territory outside of the VGA shall be annexed to the Village. The Village agrees that it will not directly or indirectly support any such prohibited annexation outside the VGA, without prior written approval of the town board.

ARTICLE III JOINT PLANNING

- A. **Joint Planning Area**. The parties have identified certain undeveloped areas which, when developed, will have impact upon both the Town and Village. These areas, referenced herein as the Joint Planning Area (JPA), are identified in Exhibit E attached hereto. The parties agree to cooperate on matters relating to land use planning for the territory located within the JPA and approve all uses of land within the JPA in the following manner:

1. **Joint Planning Committee**

The Joint Planning Committee (as defined below) ("JPC") shall receive, consider and comment upon all applications for rezoning, conditional uses, PUDs and plats that arise within the JPA.

2. The JPC shall be comprised of three members from the Town of Lisbon, and three members from the Village of Sussex ("Member" or "Members").

3. The Members who comprise the JPC shall be appointed by and serve at the discretion of the Village President or Town Chairman for their respective municipalities. The Village President or Town Chair shall be one of the Members representing their municipality. One of the Members from each municipality shall be a Member of the Plan Commission of that municipality. The third Member from each municipality shall be from the

governing body of that municipality.

4. The Town Chairman or Village President of the JPC shall call meetings of the JPC by providing two weeks prior written notice thereof and shall jointly preside at all meetings.
5. The JPC shall serve as an informal, advisory body and its determinations and recommendations will not be binding upon any municipality.
6. In order to make a recommendation, a majority of the Members from each municipality who are present at the meeting must join in the recommendation.
7. Following each meeting, the JPC shall provide the Clerk and plan commission of each municipality with a copy of the Minutes of the meeting. The Minutes shall include a list of the Members who were present at the meeting, and that list shall identify the municipalities that those Members represent. The Minutes shall also include a description of actions taken, along with identifying which Members voted in favor of, and which opposed, proposed recommendations.
8. The parties acknowledge that it may be necessary to obtain the cooperation and approval of other governmental agencies including, but not limited to, Southeastern Wisconsin Regional Planning Commission, Waukesha County Park and Land Use, Wisconsin Department of Natural Resources and the Wisconsin Department of Transportation. In all matters necessary to implement this Agreement, the parties shall cooperate in seeking the approval of all relevant governmental agencies. To the extent practicable, the parties may, where necessary to obtain such required approvals, submit a single, joint request.
9. The JPC shall prepare a formal Land Use Plan for the JPA for consideration and approval by the Town (for the territory located within the Town, only) and Village Boards on or before December 31, 2004. The plan as to the territory within the Town shall be as restrictive as The Adopted Waukesha County Land Use Plan. The Town shall also prepare a formal Land Use Plan for the territory of the town situated outside of the JPA for approval on or before December 31, 2004. This plan shall likewise be as restrictive as

The Adopted Waukesha County Land Use Plan.

10. The land use plan for the areas to remain in the Town and receive Sussex utility service shall be in substantial conformity with the uses depicted on Exhibit H., attached hereto and incorporated herein by reference.
11. Any dispute involving the provisions of this section shall be resolved in accordance with Article VI herein.

**ARTICLE IV
SHARED SERVICES COMMITTEE**

A. Shared Services Committee

The Shared Services Committee (SSC) (as defined below) shall consider the feasibility of combining services including, but not limited to, fire, emergency medical personnel, and police protection; public works, creation of parks and other community services, for the betterment of both communities.

1. The SSC shall be comprised of three members from the Town of Lisbon, and three members from the Village of Sussex ("Member" or "Members").
2. The Members who comprise the SSC shall be appointed by the Village President or Town Chairman for their respective delegates. The Village President or Town Chair shall be one of the Members representing their municipality. One of the Members from each municipality shall be a Member of the Plan Commission of that municipality. The third Member from each municipality shall be from the governing body of that municipality.
3. The Town Chairman or Village President of the SSC shall call meetings of the SSC by providing two weeks prior notice thereof and shall jointly preside at all meetings.

4. The SSC shall serve as an informal, advisory body and its determinations and recommendations will not be binding upon any municipality.
5. In order to make a recommendation, a majority of the Members from each municipality who are present at the meeting must join in the recommendation.
6. Following each meeting, the SSC shall provide the Clerk of each municipality with a copy of the Minutes of the meeting. The Minutes shall include a list of the Members who were present at the meeting and that list shall identify the municipalities that those Members represent. The Minutes shall also include a description of actions taken, along with identifying which Members voted in favor of, and which opposed, proposed recommendations.
7. The parties acknowledge that it may be necessary to obtain the cooperation and approval of other governmental agencies including, but not limited to, Southeastern Wisconsin Regional Planning Commission, Waukesha County Park and Land Use, Wisconsin Department of Natural Resources and the Wisconsin Department of Transportation. In all matters necessary to implement this Agreement, the parties shall cooperate in seeking the approval of all relevant governmental agencies. To the extent practicable, the parties may, where necessary to obtain such required approvals, submit a single, joint request.
8. The SSC shall, at a minimum, develop a plan for consideration by the Village and Town Boards, on or before January 1, 2002, for the purpose of coordinating police and fire services to parcels, that, due to border irregularities, could result in service delivery confusion, to determine which jurisdiction would better deliver police, fire public works and other public services. The SSC shall further, at a minimum, on or before January 1, 2003, prepare a recommendation for consideration by the Village and Town Boards, as to what municipal services could be more efficiently and economically delivered jointly. In conducting the study necessary to prepare the recommendation, the parties recognize and acknowledge that certain costs may be expended. Accordingly, the SSC shall prepare a proposed budget regarding the study

for consideration and approval by the Village and Town boards for the 2002 fiscal year before any costs are incurred.

ARTICLE V MUNICIPAL SERVICES

A. Provision of Sewer Service.

The Village agrees to extend sewer services to those areas located within the Town depicted on Exhibit F, on an extraterritorial basis. Service shall be provided pursuant to the Agreement for the treatment of waste water between Town and the Village in the form attached hereto and incorporated herein by reference as Exhibit G and as shown on Exhibit F. The Village shall own the sewer service facility including mains, lift stations if any, and all appurtenances thereto. Laterals (the sewer line running from the road right-of-way or easement line to the structure being served) will be owned by the property owners. The Town and Village shall, simultaneous with the entry of the Judgment of the Court, execute the Agreement for the treatment of wastewater. The Town acknowledges that the Village has implemented a "slow-growth" policy that shall impact the timing of extension of service to areas within the Town. The Village is planning to construct, operate and maintain an expansion to the Village's existing wastewater treatment facility. The Town, in entering this agreement, is acting in reliance upon the Village's planned expansion. The sewer service agreement shall specify dates when it is anticipated that services will be extended to areas within the Town. The Town also acknowledges the restrictions on use as set forth in the sewer service agreement. The Town may deliver the sewer service to Town property owners through a Sanitary Sewer District or Districts, a Utility District or Districts or as otherwise permitted by law.

ARTICLE VI DISPUTE RESOLUTION

A. Scope. All disputes over the interpretation or application of this Agreement shall be resolved according to the dispute resolution procedures contained in this Article.

B. Mediation. If the dispute cannot be resolved by the personnel directly involved, the parties will conduct the following mediation process before invoking formal arbitration:

1. Each party will designate a representative with appropriate authority to be its representative in the mediation of the dispute.
 - a. Either representative may request the assistance of a qualified mediator. If the parties cannot agree on the qualified mediator within five days of the request for a mediator, a qualified mediator will be appointed by the Chairperson of the Alternative Dispute Resolution Committee of the State Bar of Wisconsin, or if the Chairperson fails to appoint a mediator, by the American Arbitration Association.
 - b. The mediation session shall take place within 45 days of the appointment of the respective representatives designated by the parties, or the designation of a mediator, whichever occurs last.
 - c. In the event that a mediator is used, each party shall provide the mediator with a brief memorandum setting forth its position with regard to the issues that need to be resolved at least 20 days prior to the first scheduled mediation session. The parties will also produce all information reasonably required for the mediator to understand the issues presented. The mediator may require either party to supplement such information.
 - d. The mediator does not have authority to impose a settlement upon the parties, but will attempt to help the parties reach a satisfactory resolution of their dispute. The mediation sessions are private. The parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the mediator. The parties shall maintain the confidentiality of the mediation and shall not rely on, or introduce as evidence in any arbitrable, judicial, or other proceeding, views expressed or suggestions made by the other party with respect to a possible settlement of the dispute, or admissions made by the other

party in the course of the mediation proceedings.

e. The expenses of a mediator, if any, shall be borne equally by the parties.

C. **Arbitration.** If unresolved after Section 5.2 above, the parties will submit the dispute to binding arbitration by an arbitrator of recognized qualifications. If the parties cannot agree on an arbitrator they will request an arbitrator from the American Arbitration Association. The parties may agree to an alternative method for the selection of the single arbitrator.

1. The Village and the Town will equally divide the fees of the arbitrator, as well as the costs of court reporters, if any. The parties are responsible for the fees of their own attorneys and expert witnesses subject to any award of costs or fees by the arbitrator.
2. The arbitrator shall not be bound by rules of evidence or the substantive, internal laws of Wisconsin. The award is final and binding, and shall be enforceable at law. The arbitration provisions of Chapter 788 of the Wisconsin Statutes shall apply to the arbitration proceedings, unless the parties otherwise agree.
3. The parties agree that arbitration proceedings must be instituted within one year after the claimed breach was discovered or in the exercise reasonable diligence could have been discovered and that the failure to institute arbitration proceedings within such period shall constitute an absolute bar to the institution of any proceedings and a waiver of all claims.

ARTICLE VII DIVISION OF ASSETS AND LIABILITIES.

The parties agree, for purposes of compliance with Sections 60.79 and 66.03, Wis. Stats., that the division of assets and liabilities regarding the land transfer pursuant to this Agreement results in no assignment of additional assets or liabilities to either party in excess of those assets and liabilities associated with the territory being transferred under this Agreement. Therefore, neither the Town nor the Village shall be responsible to transfer any additional assets nor incur any additional liabilities other than those specifically set forth in this Agreement.

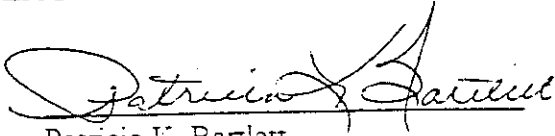
ARTICLE VIII
GENERAL PROVISIONS

- A. Other Agreements. Except as specifically provided herein or in Exhibit G, this Agreement does not supersede other contracts, agreements or memoranda of understanding between the parties. All other intergovernmental agreements shall remain in full force and effect.
- B. No Waiver. The failure of either party to require strict performance with any provision of this Agreement will not constitute a waiver of the provision or of any of the rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other right or obligation of any party.
- C. Performance Standard. This Agreement requires the parties to act or to refrain from acting on a number of matters. The parties hereby acknowledge that this Agreement imposes on them a duty of good faith and fair dealing. In addition, whenever consent or approval is required by a party, the consent or approval shall not be unreasonably withheld.
- D. Construction. This Agreement shall be liberally construed to accomplish its intended purposes. The parties acknowledge that the language contained in this Agreement is the product of numerous individuals representing the various interests. Therefore, ambiguities shall not be construed against the drafter of this document. This Agreement should be construed to give a reasonable meaning to each of its provisions, and a construction that would render any of its provisions meaningless, inexplicable, or mere surplusage is to be avoided.
- E. Enforceability. The enforceability of this Agreement will not be affected by statutory amendments, changes in the forms of village or town government, or changes in elected officials. The parties agree that this Agreement is binding on their respective successors, agents and employees.

- F. Smart Growth Law. The parties acknowledge that this Agreement has been executed after the Wisconsin Legislature's enactment of sec. 66.0295, Stats., which pertains to comprehensive land use planning. The preceding is generally referred to as "Smart Growth Law." The parties acknowledge that they have entered into this Agreement in contemplation of the standards and requirements of the Smart Growth Law. This Agreement is intended to be an intergovernmental cooperation agreement under the Smart Growth Law and, therefore, may be amended, if necessary, to comply with the requirements of the Smart Growth Law.
- G. Incorporation. So long as the Town abides by the terms of this Agreement including, but not limited to, completion of the Joint Planning and Joint Service requirements under this Agreement, Village shall not object to the incorporation of the Town of Lisbon.
- H. Severable Provisions. All of the Agreement's terms are intertwined and interconnected and shall not be severed. It is agreed that the terms and provisions are interdependent. If any material part of this Agreement is held by a Court of competent jurisdiction to be invalid or ineffective, or if a Court fails for any reason to incorporate into a final judgment the boundary changes identified in Article I of this Agreement, or if subsequently acted federal or state laws, rules or regulations render any of the material terms of this Agreement unlawful, the parties shall have 90 days in which to negotiate in good faith to remedy the unlawful or unenforceable provisions. If no agreement can be reached, then the entire Agreement shall be null and void.

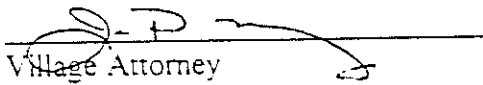
IN WITNESS WHEREOF, the parties have caused the execution of this Agreement by their duly authorized officers as of the date first written above.

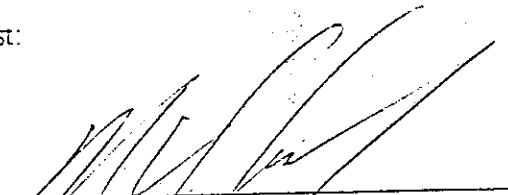
VILLAGE OF SUSSEX

By: 
Patricia K. Bartlett
Village President

Approved as to form:

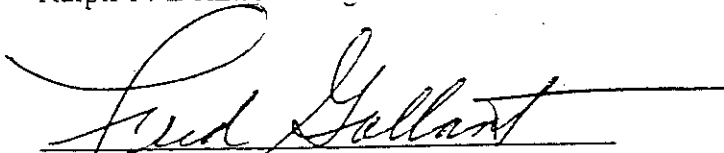
Attest:


Village Attorney


M. Chris Swartz
Village Clerk/Administrator


Michael M. Knapp, Village Trustee


Ralph P. Benka, Village Trustee


Fred Gallant, Village Trustee


Hank Carlson, Village Trustee

Allen Olmstead
Allen Olmstead, Village Trustee

Vicki Braden
Vicki Braden, Village Trustee

State of Wisconsin)
)ss.
County of Waukesha)

Personally came before me this 9th day of JANUARY, 2001, the above-named Patricia K. Bartlett, President of the Village of Sussex, M. Chris Swartz, Village Administrator, and Village Trustees Michael M. Knapp, Ralph P. Benka, Fred Gallant, Hank Carlson, Allen Olmstead, and Vicki Braden, to me known to be the persons and officers who have executed the foregoing instrument and acknowledged the same on behalf of the Village.

Jan A. Heikert
Notary Public, State of Wisconsin
My Commission 01-26-03

TOWN OF LISBON
By: Gerald J. Schmitz
Gerald J. Schmitz
Town Chairperson

Approved as to form:

Attest:

Kathryn Sue Distenfeld
Town Attorney

Jeffrey Musche
Jeffrey Musche
Town Clerk

Peter C. Chycinski
Peter C. Chycinski, Town Supervisor

Ronald Evert
Ronald Evert, Town Supervisor

David Gettelman
David Gettelman, Town Supervisor

Daniel F. Meissner
Daniel Meissner, Town Supervisor

State of Wisconsin)
)ss.
County of Waukesha)

Personally came before me this 22nd day of January, 2001, the above-named Gerald J. Schmitz, Chairperson of the Town of Lisbon, Jeffrey Musche, Clerk of the Town of Lisbon, and Town Supervisors Peter C. Chycinski, Ronald Evert, David Gettelman and Daniel Meissner, to me known to be the persons and officers who have executed the foregoing instrument and acknowledged the same on behalf of the Town.

Kathy C. Stuebel
Notary Public, State of Wisconsin
My Commission 9/12/2004

LIST OF EXHIBITS

EXHIBIT A

Lands formerly located in the Town, as described in Exhibit A (the "Annexation Territory")

EXHIBIT B

The boundaries of the Village and the Town shall be adjusted and fixed in accordance with the provisions of the map set forth in Exhibit B.

EXHIBIT C

The boundaries of the Village and the Town shall be adjusted and fixed in accordance with the provisions as legally described in Exhibit C.

EXHIBIT D

Certain territory within the Town, as shown on Exhibit D, which is incorporated by reference, as the Village Growth Area ("VGA").

EXHIBIT E

Joint Planning Area map.

EXHIBIT F

Map depicting extra-territorial sewer service area within the Town.

EXHIBIT G

The Village shall provide sewer service pursuant to this sewer service agreement

EXHIBIT H

Projected land uses for Added Services Area (ASA) in Town of Lisbon receiving Village sewer service

EXHIBIT I

Capacities provided in Intermunicipal Agreement between the Town of Lisbon and the Village of Sussex for Year 2025 development

EXHIBIT J

Legal Description for Proposed Corporate Boundary for the Village of Sussex

EXHIBIT G

INTERMUNICIPAL AGREEMENT BETWEEN THE TOWN OF LISBON AND THE VILLAGE OF SUSSEX

This Agreement entered into this 22nd day of January, 2001, by and between the Town of Lisbon, hereinafter referred to as "Lisbon", a municipal corporation organized and existing under the laws of the State of Wisconsin, and the Village of Sussex, hereinafter referred to as "Sussex", a municipal corporation organized and existing under the laws of the State of Wisconsin.

WITNESSETH:

WHEREAS, Sussex owns and operates a wastewater treatment facility which has been designated as an area-wide regional treatment facility by the Southeastern Wisconsin Regional Planning Commission and the Wisconsin Department of Natural Resources; and

WHEREAS, Sussex and Lisbon have entered into a previous intermunicipal agreement for the provision of sewage treatment services, said agreement dated December 28, 1992 (the 1992 Agreement); and

WHEREAS, Sussex and Lisbon have negotiated an intermunicipal boundary agreement pursuant to the provisions of Section 66.027 of the Wisconsin statutes which provides, in part, for the establishment of permanent boundaries between the municipalities, the requirement for the development of land-use plans which will guide future development within the Village and the Town, the investigation of shared services and for the provision of additional wastewater treatment services for Lisbon (the 66.027 Agreement); and

WHEREAS, the existing Sussex wastewater treatment facility is inadequate for servicing additional designated service areas that are the subject of this agreement, and is planned to be expanded and upgraded; and

WHEREAS, Lisbon desires to share in the capital costs of the expansion and upgrade of the Sussex Wastewater Treatment Facility so that wastewater treatment services can be obtained from Sussex for the Added Service Areas as defined herein; and

WHEREAS, Sussex and Lisbon are entering into this Agreement for fulfilling the terms and conditions of the intermunicipal border agreement as filed in Case No. 99 CV 2407 and for the joint governmental purpose of providing sewage treatment services to property owners and citizens within their respective boundaries.

NOW, THEREFORE, pursuant to Secs. 66.027 and 66.30 of the Wisconsin Statutes and based upon the mutual covenants and agreements of the parties contained herein and the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

I. DEFINITIONS

- 1.1 Agreement. "Agreement" shall mean this document together with the Exhibits attached hereto.
- 1.2 Average Daily Flow. "Average Daily Flow" shall mean the wastewater generated by the District over the previous 120 days divided by 120.

- 1.3: BOD "BOD" shall mean biochemical oxygen demand, as defined in the 17th edition of Standard Methods for the Examination of Water and Wastewater.
- 1.4 Capacity Allocation. "Capacity Allocation" shall mean the right to discharge wastewater to the Sussex sewerage system up to the limits set forth in this Agreement.
- 1.5 Commercial Users. "Commercial Users" shall mean any property occupied by a nonresidential establishment not within the definition of an "Industrial User", and which is connected to the wastewater facilities.
- 1.6 Domestic Wastewater. "Domestic Wastewater" shall mean the water and water-carried wastes from residences, business buildings, institutions or industrial establishments generated by personal activities (from sources such as kitchens, bathrooms, lavatories, and toilets). Strength characteristics of this wastewater shall be deemed to be equal to those of the "equivalent residential unit" unless, in the case of a commercial user, strength characteristics are determined to be different by the completion of a waste strength certification form. Domestic wastewater does not include process wastewater from industrial establishments, infiltration or inflow.
- 1.7 Residential Equivalent Connection. "Residential Equivalent Connection" (REC) shall mean the average annual discharge of a domestic wastewater residential unit. A REC shall be defined as 140 gallons per person per day of average daily flow at 175 mg/l BOD, 192 mg/l TSS, 26 mg/l NH₄-N 1 and 3 mg/l P. A residential unit shall be defined as 3 people per unit. In the event Sussex should revise its formula for calculating a Residential Equivalent Connection, the Sussex REC shall be applicable to Lisbon.
- 1.8 Industrial Users. "Industrial Users" shall mean any non-residential user identified in Division A, B, D, E, or I of the Standard Industrial Classification Manual. Industrial user also shall include any user that discharges wastewater containing toxic or poisonous substances as defined in Section 307 or 502 or the Clean Water Act, or any substance(s) causing interference in the wastewater treatment facilities. Industrial user shall include any non residential user who: 1) is subject to national categorical pretreatment standards, 2) has a nondomestic flow of 25,000 gallons or more per average day, 3) contributes more than 5% of the average dry weather capacity of the wastewater treatment facility, or 4) is determined by the WTF Superintendent to have the potential to adversely affect the wastewater treatment facility.
- 1.9 Infiltration. "Infiltration" shall mean water entering a sewer system, including sewer service connections, from the ground, through such means as, but not limited to, defective pipes, pipe joints, connections, or manhole walls. Infiltration does not include, and is distinguished from, inflow.
- 1.10 Infiltration/Inflow. "Infiltration/Inflow" shall mean the total quantity of water from both infiltration and inflow without distinguishing the source.
- 1.11 Inflow. "Inflow" shall mean the water discharged into a sewer system, including service connections, from such sources as, but not limited to, roof leaders, cellar, yard, and area drains, foundation drains, sump pumps, cooling towers, drains from springs and swampy areas, manhole covers, cross connections from storm sewers and combined sewers, catch basins, storm water, surface run-off, street wash waters, or drainage. Inflow does not include, and is distinguished from infiltration.
- 1.12 Peak Daily Flow. "Peak Daily Flow" shall be the maximum daily flow over a 48 hour period divided by 2 for a storm frequency interval of 5 years or less.

- 1.13 Process Wastewater. "Process Wastewater" shall mean any wastewater, other than domestic wastewater and infiltration and inflow, discharged to the sewerage system.
- 1.14 Residential User. "Residential User" shall mean all premises used only for human residency and that are connected to the sewerage system.
- 1.15 Service Areas

Old Service Area (OSA)- The territory within Lisbon wherein wastewater treatment service could be provided under the 1989 Agreement, as depicted on Exhibit 1 attached hereto.

Existing Service Area (ESA) -The OSA, excluding certain subdivisions, including Lyndale Farms East and West Subdivisions, within Lisbon previously within the OSA, wherein Lisbon has determined that wastewater treatment service cannot reasonably be provided through the Sussex Wastewater Treatment Facility, as depicted on Exhibit 2 attached hereto.

Added Service Area (ASA) - The additional territory within Lisbon, outside of the ESA, wherein wastewater treatment service may be provided under the 66.027 Agreement, as depicted on Exhibit 3.

- 1.15 "TSS" shall mean Total Suspended Solids as defined in the 17th edition of Standard Methods for the Examination of Water and Wastewater.

II. GENERAL INTENT

Sussex is planning to construct, operate, and maintain an expansion of the Village's existing wastewater treatment facility. The expansions and upgrade of the Sussex wastewater treatment facility will provide the capacity to treat and dispose of sanitary wastes generated within the year 2025 Sussex Sewer Service Area. It is anticipated that the construction associated with the expansion and upgrade may be completed in or about 2005. Lisbon is planning to construct, operate, and maintain a wastewater collection system to service portions of Lisbon. It is specifically acknowledged that, exclusive of the ESA and any other areas agreed-upon by the village and town, no additional treatment services can be provided to Lisbon until the expansion and upgrade of the Sussex wastewater treatment facility has been completed and Lisbon has completed its land use plan pursuant to the 66.027 Agreement.

Wastewater collected in Lisbon will be transmitted to the Sussex regional wastewater treatment facility through an interceptor/force main system constructed in accordance with the regional interceptor facility plan. It is anticipated that wastewater from Lisbon would be conveyed to existing, upgraded or new Sussex interceptors. The contractual relationship for financing, operating and maintaining existing, upgraded and any additional interceptor(s) needed for Lisbon will be covered under a separate agreement. However, any formula associated with the costs of financing the interceptors needed by Lisbon shall be on a percentage-of-intended-use basis. All costs for operating and maintaining the interceptors shall be based on the use of the interceptors.

Subject to this Agreement and the Sussex Sewer Service Ordinance, users in Lisbon shall enjoy all rights, privileges and obligations of all other users of the Sussex sewerage system.

Sussex's intent in offering sewer service to Lisbon is to fulfill its obligation under the 66.027 Agreement and to assist in overcoming water quality and public health problems which may occur in Lisbon associated with failing private onsite septic systems.

III. SERVICE AREA AND CAPACITY

3.1 Service Area Discussion

As previously stated herein, Lisbon and Sussex entered into the 1992 Agreement, wherein the Village agreed to treat an average daily flow of 230,000 gallons and a peak daily flow of 580,000 gallons of wastewater for a total cost of \$1,002,214. For the purchased capacity rights, Lisbon agreed to pay for 7.19% of the costs of the new wastewater treatment facility. A schedule of payments made and due under the 1992 agreement is attached hereto and incorporated herein by reference as Exhibit 4.

The 1992 Agreement specifically designated and restricted the service area for which wastewater treatment would be available. For purposes of this agreement, this area shall be known as the Old Service Area (OSA), and is depicted on Exhibit F. It is the intent of the parties to eliminate certain territory from the OSA, because it has been determined that the territory to be eliminated cannot be feasibly or economically served through the Sussex Wastewater Treatment Facility. The amended designated service area shall be known for purposes of this agreement as the Existing Service Area (ESA) and is depicted on Exhibit F. Under the provisions of the 66.027 Agreement, Sussex has agreed to provide sewer treatment services for the benefit of additional territory within Lisbon. For purposes of this agreement, this area shall be known as the Added Service Area (ASA), and is depicted on Exhibit 3.

The elimination of territory from the OSA makes available capacity for reallocation. As stated above, Lisbon has paid, in part, for this capacity. Lisbon is desirous of reallocating this capacity so as to be available to serve a portion of the ASA, and, subject to the conditions stated herein, Sussex agrees that Lisbon shall be permitted to utilize this capacity for such purpose. However, Lisbon shall complete the payment for the entire capacity previously contracted for to serve the OSA pursuant to the provisions of the 1992 Agreement. The additional capacity required to service the ESA and ASA shall be paid for pursuant to the provisions of Section V herein. It is recognized that Lisbon shall, at the time of the facilities planning for the expansion of the wastewater treatment facility, designate the lands and designated flows for those lands to be served during the lifetime of the expansion.

It shall be Lisbon's responsibility to establish the defined 208 sanitary sewer service area, as defined in this agreement, with the Southeastern Wisconsin Regional Planning Commission (SEWRPC).

3.2 Capacity Allocation

Sussex shall provide the following amounts of capacity to Lisbon for the term of this agreement:

EXISTING SERVICE AREA
1992 AGREEMENT CAPACITY

Average Daily Flow	230,000 gallons per day
Peak Daily Flow	580,000 gallons per day
Average Daily BOD Loading	335.7 pounds per day
Average Daily TSS Loading	368.9 pounds per day
Average Daily Nitrogen Loading	50.3 pounds per day
Average Daily Phosphorous Loading	6.3 pounds per day

EXISTING AND ADDED SERVICE AREA
TOTAL CAPACITY
INCLUDES 1992 CAPACITY

Average Daily Flow	931,140 gallons per day
Peak Daily Flow	2,327,850 gallons per day
Average Daily BOD Loading	1,359.8 pounds per day
Average Daily TSS Loading	1,491.9 pounds per day
Average Daily Nitrogen Loading	202.0 pounds per day
Average Daily Phosphorous Loading	23.3 pounds per day

3.3 Capacity Allocation Utilization

Sussex and Lisbon agree that, at such time as the expansion of the treatment facility has been completed and the Land-Use Plan contemplated by the 66.027 Agreement has been approved, Lisbon has the right to use the amounts of the Capacity Allocation specifically within the ESA and ASA as designated as under the terms of this agreement, but shall not be permitted to extend service to any other area. Lisbon has the right to use the amounts of the Capacity Allocation to provide septic disposal service and treatment to properties with on-site systems located within Lisbon. All septic and holding tank wastes shall be disposed of at the regional septic receiving station located at the regional wastewater treatment facility in Sussex.

When the Capacity Allocation utilized by Lisbon, as determined under Section 3.4 this Agreement, exceeds 85% of the average daily flow or peak daily flow from Section 3.2, Sussex shall submit written notification of that fact to Lisbon.

When the Capacity Allocation utilized by Lisbon, as determined under Section 3.4 of this Agreement, exceeds 95% of the average daily flow or peak daily flow

from Section 3.2, Sussex shall again submit written notification of that fact to Lisbon.

If for any reason Lisbon exceeds the original Capacity Allocation, plus or minus any reallocation, Lisbon shall immediately undertake efforts to eliminate excess use. If the excess utilization is not eliminated within 90 days after notification by Sussex, Sussex may enforce the Capacity Allocation limits as determined in Section 3.2 by any lawful means, and Lisbon agrees to cease approving any new connections to the sewer system. It is understood that the purchased capacity allocation described in Section 3.2 is insufficient to accommodate the ultimate growth planned for the areas designed in Exhibit 3.

The Village of Sussex agrees to enforce capacity limitations on all parties utilizing the Sussex wastewater treatment facility according to their purchased capacity allocations.

3.4 Flow Measurement

a. The actual flow of wastewater from Lisbon shall be measured at metering stations that shall be installed to accurately measure the total volume of wastewater collected within Lisbon and to transmit the flow information to Sussex. The metering stations shall be located so that all wastewater conveyed to Sussex from Lisbon shall be metered. The meters shall be at a location mutually acceptable to both parties. Sussex shall furnish, install, and maintain the flow meters and telemetry equipment. All costs for construction of the metering chambers, installation of the metering equipment, operation and maintenance of the metering station and communication lines shall be Lisbon's responsibility.

b. Sussex shall take periodic 24-hour flow proportional samples at the metering stations to determine the waste loadings from Lisbon. These samples will be used for verifying compliance with the Capacity Allocation defined under Section 3.2. In the event wastewater sampling determines that the Capacity Allocation is being exceeded, Sussex may institute continuous sampling for the purpose of sewer user charges.

c. The meters shall be calibrated every six months by Sussex with the cost of calibration and adjustment being paid by Lisbon. Lisbon shall be notified of scheduled site calibrations a minimum of five (5) days prior to such calibration.

d. In the event that it is determined that metering the flow of sewage from Lisbon is impractical due to low flow rates or due to joint municipal use of a sewer segment, a method of residential equivalent connections will be employed for determining capacity allocation. Such method shall be mutually agreed upon by Sussex and Lisbon.

IV. SEWER SERVICE AND CHARGES

4.1 Sewer Connections

a. Before the connection of Lisbon's local collection system to the Sussex regional wastewater treatment facility, Lisbon shall furnish to Sussex as-built drawings and system maps of Lisbon's sewer collection and interceptor system. The system maps shall indicate the location and sizes of all sewer lines and appurtenances within Lisbon's system to be connected.

b. Lisbon shall establish procedures for the inspection and approval by a licensed plumbing inspector of all installations of building connection laterals. Such laterals shall be installed according to State plumbing codes and general specifications approved by Sussex. All building connection laterals shall be installed by a plumber licensed by the State of Wisconsin. Lisbon shall forward to Sussex by the first day of every month copies of the installation permits that were issued during the preceding month. Sussex may conduct spot inspections to determine compliance with Sussex requirements.

c. Lisbon shall on a monthly basis provide Sussex with a compliance report, certified by Lisbon's plumbing inspector, that the connection was inspected and was made according to all state and local regulations.

d. The abandonment of any private sewage system in Lisbon shall be done by a licensed septic pumper and licensed plumber according to all legal requirements. Lisbon shall not permit septic waste from unconnected properties or from properties in the process of septic system abandonment to be deposited in the sewerage system. Septic and holding tank wastes shall be conveyed to the Sussex Regional WTF for disposal.

4.2 Sewer Extensions

a. Lisbon shall not construct any sanitary sewer extension to service land that is not served by sanitary sewers until the plans for such sewers have been reviewed and approved by Sussex. Approval shall not be unreasonably withheld.

b. Sussex shall approve the submitted plans if such plans are consistent with the Sussex 2020 Sewer Service Facility Plan, Sussex's rules and regulations and are located within the service area as presented in Exhibit 3. The flows and loadings resulting from the sewer extension shall not cause the Capacity Allocation as determined in Section 3.2 to be exceeded.

4.3. Right of Inspection

The parties to this Agreement agree that Sussex shall have the right to inspect all users' plumbing systems within the Lisbon service area; and that if, from any such inspection, it is determined by Sussex that any deleterious waste is entering the sewerage system, the user and Lisbon will be notified in writing and will be required to exercise their best efforts to cease and desist immediately; and in the event Lisbon and/or the user fails to take corrective action, Sussex, or Lisbon at Sussex's direction, shall pursue any and all remedies available to achieve compliance.

4.4. Clearwater Enforcement

It shall be incumbent upon each party to this Agreement to take the necessary steps to effect a high degree of separation and elimination of clearwater entering their systems, either through inflow or infiltration to avoid premature utilization of wastewater treatment facility capacity.

4.5 Adoption of Sewer Service Ordinance

Lisbon hereby agrees to comply with the Sussex Sewer Service Ordinance now in existence or enacted at any time during the existence of this Agreement or any extension of this Agreement. Such sewer service regulation shall require all users of the Lisbon sewerage system, located within the Sussex sewer service area, to comply with all applicable ordinances, rules, and regulations of Sussex. Lisbon shall not be required to comply with new rules or regulations which are contrary to the intent of this Agreement without a mutually agreed upon amendment to this Agreement unless the new rules or regulations are required by the DNR or EPA.

Lisbon shall adopt a Sewer Service Ordinance substantially in conformity with the Sussex Sewer Service Ordinance. Sussex shall not change any sections or language of the Sussex Sewer Service Ordinance that would violate the intent of this Agreement. Sussex shall provide a copy of the Sussex Sewer Service Ordinance as it is revised to Lisbon.

4.6. Sewage Treatment Rates

a. For the acceptance, treatment and disposal of wastewater transmitted to Sussex from Lisbon and for the operation and maintenance, including DNR mandated replacement fund expense, for the treatment facility, Lisbon shall pay the rates as described in Chapter 13 of the Sussex Municipal Code as modified below:

1. Costs for the operation, maintenance, replacement, depreciation, capital expenditures and expansion of the Sussex collection system shall be deducted from the rate applied to Lisbon.

b. The adjusted sewer user charge rate will be applied to the total wastewater flow as metered at Lisbon' connection point(s). Consideration may be given for infiltration and inflow into interceptors upstream from Lisbon' connection point(s).

c. Copies of the annual sewer utility budget, rate computations, and annual sewer utility audit shall be made available to all parties of this Agreement. A separate audit of the shared wastewater treatment plant facility and a separate audit of the remaining sewer system facilities shall be required to determine the cost allocations of each facility and the cost of each shared element.

4.7. Billing Procedures

With regard to charges for providing wastewater treatment to the ESA, Lisbon shall complete payments in accordance with the 1992 Agreement. With regard to providing wastewater treatment to the ASA, Lisbon shall be liable for payment of all charges. Sussex shall bill Lisbon monthly commencing upon connection. Lisbon shall pay each invoice within 30 days after the date of billing, and if not so paid, the account shall be considered delinquent. Delinquent payments shall be subject to a late payment charge of 1-1/2% per month. Before Lisbon can contest any charge or billing, the charge or billing shall be paid in full.

4.8 Retained Plant Charge and Interceptor Capacity Charge

a. A Retained Plant Charge shall be levied pursuant to Chapter 13 of Sussex Municipal Code. The Retained Plant Charge is designed to recover the net asset value of the existing Sussex wastewater treatment facilities that will be retained for future use. This charge shall be collected by Lisbon before Lisbon issues a plumbing permit for

connection to Lisbon's sewerage system. Lisbon shall forward the collected charges to Sussex within 30 days after collection.

b. An Interceptor Capacity Charge shall be levied pursuant to Chapter 13 of the Sussex Municipal Code. The Interceptor Capacity Charge is designed to recover the costs incurred for providing excess capacity to accommodate future growth in the Sussex interceptor system. This charge shall be applicable to Lisbon only in the event that the Lisbon's sewerage system is connected directly to the Sussex interceptor system. This charge shall be collected by Lisbon before Lisbon issues a plumbing permit for connection to the Lisbon' sewerage system. Lisbon shall forward the collected charges to Sussex within 30 days after collection.

V. CAPITAL COSTS AND FUTURE COST SHARING

5.1 Wastewater Treatment Facility

Sussex is planning to construct, operate, and maintain an expansion to the Village's existing wastewater treatment facility. The estimated total project cost for this facility expansion shall be determined by a Facilities Plan, yet to be commenced. Actual total project costs will be finalized upon completion of the project. Total project costs shall include all professional services costs incurred by Sussex for planning, design, and construction of the facility. Based on the requested flows and loadings as determined by the Facilities Plan, Lisbon shall be responsible for the pro rata share of the total costs of the expansion and upgrade based upon the ratio of capacity designated to serve the ASA (less the paid-for capacity reallocated from the OSA) versus the total additional capacity of the expansion and upgrade. It is anticipated that Sussex will obtain State of Wisconsin Clean Water Fund assistance in the form of a subsidized interest rate loan and may consider local borrowing to finance the construction of this project. As currently structured, the Clean Water Fund loan repayments will not begin until one year after completion of the project. Biannual interest payments during the construction of the facility will be required. In the event Sussex does not receive Wisconsin Clean Water Fund assistance, Sussex reserves the right to review the entire project and financing options.

It is Sussex's intention to serve as the designated management agency for the construction of this project. This designation will require Sussex to apply for all financing assistance, award all contracts, and oversee construction. As interest loan payments become due, Sussex shall invoice Lisbon its proportionate share. At the time of project completion, the remaining balance of the Clean Water Fund loan will be allocated between the parties using the formula referenced above. Lisbon agrees to execute a separate financial assistance agreement with the State of Wisconsin for its portion of the total project cost, and agrees to assume the responsibility for repayment, of their share of the loan.

In the event that Sussex has undertaken any local borrowing to finance the wastewater treatment facility project, Lisbon agrees to pay Sussex its pro rata share of such debt at the time of project completion.

5.2 Financial Risks

Each party shall act to minimize the financial risk for the other

5.3 Future Cost Sharing

It is understood by Lisbon that the Sussex wastewater treatment facility is listed as a regional facility. Additions to either plant capacity or upgrading treatment processes as required by growth or maintaining compliance with DNR and EPA regulations may be necessary in the future.

In the event the State of Wisconsin does not execute a separate financial assistance agreement with Lisbon, Lisbon agrees to pay Sussex its percentage of the loan payments for the original loan executed between the State and Sussex.

In the event Sussex is required to upgrade or change the treatment processes to maintain compliance with DNR and EPA regulations, Lisbon shall be required to participate in capital cost sharing according to its percentage share of capacity rights in the wastewater treatment facility.

VI. ADMINISTRATION OF AGREEMENT

6.1 Technical Advisory Committee

As a vehicle for dealing with the technical and financial details of this Agreement and similar agreements, a Technical Advisory Committee (TAC) shall be created. This committee shall be composed of a single representative from each contractual community who shall inform and make recommendations to the respective governing body of the member community. The TAC shall be informed of, and shall review, technical updates on the wastewater treatment facility construction and operation, WPDES requirements, discharge permit revisions, industrial pretreatment requirements, contract modifications and ordinance changes on a regular basis. The TAC shall convene at least annually to review the previous year's operation results of the wastewater treatment facility, the previous year's audit report and proposed wastewater treatment budget, rates and charges.

6.2 Books and Records

Each party of this agreement shall keep accurate books, records, and accounts of costs, expenses, expenditures, and receipts as they pertain to this Agreement. Upon reasonable notice, either party shall be entitled to examine any such books and records. Either party may request an annual certified audit report for the books and records of the other party.

6.3 Disputes

a. Discussion Before Dispute Resolution At least sixty (60) days before initiating dispute resolution to enforce this Agreement, the party contemplating such dispute resolution shall so notify in writing the other party and request a meeting to discuss and resolve the matter in contention. Prior to initiating any dispute resolution, all outstanding charges due and owing shall be satisfied. The party receiving such notification shall make itself available at reasonable times and places for such discussions and attempted resolution. The parties represent that they will each make a good faith effort to resolve any disputes that may arise between them.

b. Arbitration. Arbitration shall be the dispute resolution mechanism for any unresolved dispute arising out of, resulting from or relating to the contractual elements of this Agreement. Arbitration shall be the sole remedy unless both parties stipulate in writing to seek court relief. The arbitration process shall be determined by a three - (3) person arbitration panel. Each party shall select one qualified arbitrator to serve on the panel. The two selected arbitrators shall select the third and final arbitrator. Within fifteen days after selection of the arbitrators, the arbitration proceedings shall commence; provided however, the parties may mutually agree to an extension.

The written award of the arbitration panel shall require a minimum of two votes and the award shall be limited to the interpretation of this Agreement. The party that does not prevail in the arbitration shall pay the cost of the arbitration including the fees of the arbitrators. The parties will pay their own professional's fees, expert witness fees and out of pocket expenses.

c. Public Service Commission. The parties hereto agree to be bound by the provisions of Section 66.079(9), Wisconsin Statutes, in the resolution of any dispute concerning the interpretation of rates, rules and practices of the parties.

6.4 Penalties and Remedies

a. In the event a penalty is levied by DNR or EPA not exceeding \$10,000 per violation, plus damages, then Sussex may charge a penalty in that amount to Lisbon if Lisbon is responsible for discharge of wastewater to the Sussex Sewerage System that is inhibiting to the sewer system. Each day the condition is allowed to exist may constitute a separate and new violation. Any such penalty levied shall be subject to review under the terms of paragraph 6.3 "Disputes."

b. Lisbon agrees that in the event of a violation of this agreement or the Sussex Sewer Service Ordinance not specified under Section 6.4 a., and after such notice has been given, penalties may be assessed in the amount of \$500.00 per day for each violation, with each day of continued violation considered as a separate "offense" for which an additional penalty would be due. The penalty shall be in addition to any penalty levied by any regulatory agency and any actual damages suffered by the Sussex. Any such penalty levied shall be subject to review under the terms of Paragraph 6.3 "Disputes."

c. Lisbon agrees that in the event Lisbon exceeds the Capacity Allocation as determined in Section 3.2 and fails to undertake means acceptable by Sussex to limit or eliminate excessive utilization, Sussex shall have the right to refuse future sewer extensions and/or future sewer connections to the Lisbon' sewerage system in addition to the penalties identified above.

6.5 Accounting Method

To the extent any provision of this Agreement requires calculations involving accounting principles, those generally accepted accounting principles and principles utilized in maintenance of municipal and utility records, as determined by a certified public accounting firm shall be utilized.

6.6 Notices

All notices required or permitted by this Agreement shall be deemed given if made in writing and deposited in the United States mail, addressed as follows:

Town of Lisbon
W 234 N 8676 Woodside Road
Sussex, WI 53089

Village of Sussex
N64 W23760 Main Street
Sussex, WI 53089

VII. MISCELLANEOUS

7.1 Entire Agreement

This Agreement contains the entire agreement of the parties, and may not be modified unless such a modification is in writing, approved by the governing body of each party, and duly executed by the authorized representative.

7.2 Previous Agreement

To the extent the parties have previously agreed upon any matter that is the subject of this Agreement, this Agreement shall supersede all previous agreements between the parties as to that issue or issues. Moreover, this agreement supersedes the 1989 and 1992 Agreement except as specifically stated herein.

7.3 Effective Date

The effective date of this Agreement shall be the date upon which it is executed by the parties.

7.4 Term of Contract

This Agreement shall be in effect through 2025, the design life of the wastewater treatment facility, unless the Agreement is terminated or extended by mutual agreement. Specific terms of this Agreement shall be renegotiated in the event of an occurrence beyond the control of Sussex, or caused by a governmental agency, and not covered by this Agreement.

Sussex shall provide notification to Lisbon of termination of the Agreement six (6) months prior to expiration of the Agreement. When renegotiating the Agreement, consideration shall be given to prior municipal contributions and any salvage value attributable to the existing facility.

7.5 Effect of Contract

Sussex and Lisbon recognize that this Agreement is the product of a unique set of circumstances. Accordingly, it is mutually acknowledged that many of the provisions contained herein are unique unto themselves and should not be seen as precedent for any future Agreement between Sussex and other entities.

7.6 Severability

If any clause, provision, or section of this Agreement is declared to be invalid by any Court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions of this Agreement.

7.7 Binding Agreement

This Agreement is binding upon the parties hereto and their respective successors and assigns.

Signed by the Village of Sussex this 22nd day of January, 2001.

VILLAGE OF SUSSEX

By: Patricia K. Bartlett
Patricia K. Bartlett, President

ATTEST:
By: M. Chris Swartz
M. Chris Swartz, Administrator

Michael M. Knapp
Michael M. Knapp, Village Trustee

Ralph P. Benka
Ralph P. Benka, Village Trustee

Fred Gallant
Fred Gallant, Village Trustee

Hank Carlson
Hank Carlson, Village Trustee

Allen Olmstead
Allen Olmstead, Village Trustee

Vicki Braden
Vicki Braden, Village Trustee

Signed by the Town of Lisbon this 22nd day of January, 2001.

TOWN OF LISBON

By: Gerald J. Schmitz
Gerald J. Schmitz, Chair

ATTEST:

By: Jeffrey Musche
Jeffrey Musche, Clerk

Peter C. Chycinski
Peter C. Chycinski, Town Supervisor

Ronald Evert
Ronald Evert, Town Supervisor

David Gettelman
David Gettelman, Town Supervisor

Daniel F. Meissner
Daniel Meissner, Town Supervisor