

EXHIBIT L “Agreement for the Conveyance of Wastewater”

**INTERMUNICIPAL AGREEMENT BETWEEN
THE TOWN OF LISBON AND THE VILLAGE OF SUSSEX
FOR THE EXTENSION OF WASTEWATER TREATMENT SERVICES**

This Agreement entered in to this ____ day of July, 2020, by and between the Town of Lisbon (herein referred to as “Lisbon”), a municipal corporation organized and existing under the laws of the State of Wisconsin, and the Village of Sussex (herein 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 intermunicipal agreements for the provision of sewage treatment services, and agreements dated December 28, 1992, January 22, 2001 and August 6, 2006 (herein the “Prior Agreements”); and,

WHEREAS, Sussex and Lisbon have negotiated an intermunicipal boundary agreement pursuant to the provisions of Section 66.0301, Wis. Stats., which provides, in part, for the establishment of permanent boundaries between the municipalities, and for the provision of wastewater treatment services for Lisbon; and,

WHEREAS, Sussex and Lisbon are entering into this Agreement for the joint governmental purpose of providing sewage treatment services to property owners and citizens within their respective boundaries.

NOW THEREFORE, pursuant to Sections 66.0301 and 66.0813, Wis. Stats., 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-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 have the meaning set forth in §13.04 (13) of the Sussex Sewer Service Code, to wit: any nonresidential user identified in Division A, B, D, E, or I of the Standard Industrial Classification Manual. Class III also shall include any user that discharges wastewater containing toxic or poisonous substances as defined in Section 307 or Section 502 of the Clean Water Act, or any substance(s) causing interference in the wastewater facilities. Class III shall include any nonresidential user who: 1) is subject to national categorical pretreatment standards, 2) has a nondomestic flow of 25,000 gallons or more per average work day, 3) contributes more than 5% of the average dry weather capacity of the wastewater facility, or 4) is determined by the Approving Authority or Superintendent to have the potential to adversely affect the wastewater facility, or as otherwise revised from time to time.

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 Regional Treatment Facility. “Regional Treatment Facility” shall mean the area wide regional treatment facility located in the Village of Sussex.

1.15 Residential User. “Residential User” shall mean all premises used only for human residency and that are connected to the sewerage system.

1.16 Sanitary District. “Sanitary District” shall refer to Town of Lisbon Sanitary District No. 1.

1.17 Service Areas. “Service Areas” shall refer to the defined 208 sanitary sewer service area located within Lisbon and Sussex, respectively, as the same exists or as the same may be modified by the Southeast Wisconsin Regional Planning Commission (SEWRPC).

1.18 TSS. “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 operates and maintains an area wide regional waste water treatment facility to treat and dispose of sanitary wastes generated within the Service Areas of Lisbon and Sussex. Lisbon has, in accordance with the Prior Agreements, extended sanitary sewer service to portions of the Services Areas located within Lisbon, and has purchased additional capacity from Sussex which will allow the extension of sanitary sewer service within other areas of Lisbon that have been designated as being within the service area.

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 2020 “Boundary Stipulation and Intermunicipal Agreement” entered under Section 66.0301, Wis. Stats., and to assist 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 Capacity Allocation. Sussex shall provide the following amounts of capacity to Lisbon for the term of this agreement:

Average Daily Flow

891,140 gallons per day

Peak Daily Flow	2,227,850 gallons per day
Average Daily BOD Loading	1,076.7 pounds per day
Average Daily TSS Loading	1,261.7 pounds per day
Average Daily Nitrogen Loading	192.0 pounds per day
Average Daily Phosphorous Loading	26.1 pounds per day

Of the capacity purchased by Lisbon, 40,0000 gpd was previously transferred by Lisbon to Town of Lisbon Sanitary District No. 1. In addition to this transferred capacity, the Sanitary District obtained the right to utilize 270,000 gpd under the term of a contract between Sussex and the Sanitary District dated August 9, 1989. Of this capacity acquired under the August 9, 1989 agreement, 155,000 gpd remains available to the Sanitary District and, when used, will not reduce Lisbon's capacity as provided in this Section.

3.2 Capacity Allocation Utilization. When the Capacity Allocation utilized by Lisbon, as determined undersection 3.3 of this Agreement, exceeds 85% of the average daily flow or peak daily flow from Section 3.1 of this Agreement, Sussex shall submit written notification of that fact to Lisbon.

When Capacity Allocation utilized by Lisbon, as determined under Section 3.3 of this Agreement, exceeds 95% of the average daily flow or peak daily flow from Section 3.1 of this Agreement, 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 3.1 of this Agreement by any lawful means, and Lisbon agrees to cease approving any new connections to the sewer system.

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

3.3 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 3.1 of this Agreement.

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. INTERCEPTORS.

4.1 Existing Interceptors.

As of the execution of this Agreement, the following interceptors, the location of which are depicted more particularly Exhibit 1 appended to this Agreement, have been constructed and are being utilized to convey sewage to the Regional Treatment Facility located in Sussex:

a. **Northeast Interceptor.** This interceptor was constructed in 1989 under the terms of an agreement between Sussex and Town of Lisbon Sanitary District No. 1. The cost of constructing the Northeast Interceptor from the common boundary line between Sussex and Town of Lisbon Sanitary District No. 1 was divided equally between Sussex and the Sanitary District to the point at which the Northeast Interceptor connects with the Bugline Interceptor at Canyon Meadow Court. Pursuant to the terms of the construction agreement, that portion of Northeast Interceptor located within the boundaries of the Sanitary District is owned by the Sanitary District, and the remaining portion of the Interceptor is owned by Sussex.

b. **Lannon Interceptor.** The Lannon Interceptor was constructed pursuant to an agreement between the Villages of Lannon and Menomonee Falls, Lisbon, the Sanitary District and Sussex. Each participating municipality owns a proportionate share of the capacity within the interceptor, and the costs associated with utilization of the interceptor, as well as replacement costs, are governed under the terms of that separate agreement between Lannon and Lisbon dated January 10, 1994. There exist additional separate agreements between Lannon and the other participating municipalities.

c. **Hwy K Interceptor.** The Hwy K Interceptor was constructed by Sussex, and is connected with a dual force main extending from the Sussex Corporate Center Lift Station to the Regional Treatment Facility. Lisbon paid 46% of the cost of constructing the dual force main, and Sussex paid the remaining 54% of the construction costs relating to the dual force main portion of this interceptor

d. **Richmond School Force Main.** The cost of constructing Richmond School Force Main was paid by Sanitary District, and is used to provide sanitary sewer service to the Lisbon Fire Station and Richmond School.

e. **Kohl's Interceptor.** This interceptor was constructed by the Sussex in 2004. At the time of construction, the interceptor was oversized to provide future sanitary sewer service to Lisbon. The cost of oversizing was \$345,000.00. As of the execution of this Agreement, there are two properties (Kohl's and Shopko) which utilize this interceptor to convey sanitary sewage to the Regional Treatment Facility.

f. **STH 164 Interceptor.** This interceptor is located in Lisbon, and was constructed by Lisbon in order to provide sanitary sewer service for anticipated future development. This interceptor is not connected to the existing interceptor system.

g. **Bugline Interceptor.** This interceptor was constructed by Sussex in the late 1960's and collects and conveys sewage from the Northeast Interceptor and the Kohl's Interceptor, and will connect and convey sewage from the Hwy 164 Interceptor to the Regional Treatment Facility. The Bugline Interceptor was constructed by and is owned entirely by Sussex.

4.2 Capital Costs for Replacement of Sewer Interceptors.

The system of Interceptors and related lift stations may, in the future, require capital improvements necessitated by deterioration, replacement, growth or compliance with DNR or EPA regulations. For purposes of this Agreement, a Capital Project shall mean any repair, replacement or upgrade with a project cost of \$100,000 or greater. Project Costs shall be shared by Sussex and Lisbon utilizing the same methodology in allocating those project costs as are used in the Lannon Interceptor Agreement dated January 10, 1994, which both the Town and Village are parties.

Exhibit 2, which is appended hereto and incorporated herein by reference, establishes project costs based on capacity in the various interceptors as that capacity has been assigned and is owned by the Town and Village as of the date of this Agreement. It is understood that Exhibit 2 shall be amended, from time to time, to account for interceptor capacity owned by each municipality in the respective interceptor system. Any amendments shall be consistent with the methodology used in preparing Exhibit 2 and as described herein.

V. **SEWER SERVICE AND CHARGES.**

5.1 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 installations 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 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.

5.2 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 (or future Sewer Service Facility Plan) , and Sussex's rules and regulations. The flows and loadings resulting from the sewer extension shall not cause the Capacity Allocation as determined in Section 3.1 above to be exceeded.

5.3 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.

5.4 Clearwater Enforcement. It shall be incumbent upon each party to this Agreement to take the necessary steps to affect 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.

5.5 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.

5.6 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).

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.

5.7 Billing Procedures. 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.

5.8 Retained Plant Charge and Interceptor Capacity Charge. As of the execution of this Agreement, Sussex charges all new users:

a. A Retained Plan Charge 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. The Retained Plan Charge, so long as Sussex continues to collect 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 Charges 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 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.

c. An Interceptor Capacity Charge shall not be required for any connection to the Regional Waste Water Treatment Facility where the Lisbon connection utilizes an interceptor for which Lisbon or the Sanitary District has previously purchased interceptor capacity. As of the execution of this Agreement, those interceptors include the Hwy K Interceptor and the Lannon Interceptor. The obligation to pay an interceptor capacity charge for connecting to the Hwy K Interceptor is waived in consideration of Lisbon's consent to allow annexation of a parcel of land comprised of 80 acres, more or less, and commonly referred to as the "Brown Property" Tax Parcel # LSBT0273998.

d. Wastewater collected will be transmitted to the Sussex Regional Wastewater Treatment Facility through the interceptor/force main system which currently exists, and which is depicted more particularly on Exhibit 1, or which may be constructed in the future in accordance with the Regional Interceptor Facility Plan. At such time as Lisbon extends sanitary sewer service requiring connection to the interceptor/force main system, the event which requires payment of the interceptor capacity charge referred to herein, Lisbon shall have the option of purchasing capacity in the interceptor/force main for which connection is required in order to provide sanitary sewer service. In the event Lisbon elects to purchase capacity, the costs incurred by Sussex when constructing the interceptor/force main system shall be allocated between Lisbon and Sussex on a percentage-of-intended-use basis. Upon making such an election, and upon payment of the contribution required of Lisbon, the interceptor shall be jointly owned and no interceptor capacity charge shall be required of Lisbon in order to utilize the interceptor to transmit sewage to the Sussex Regional Wastewater Treatment Facility.

5.9 Biosolids Disposal. Lisbon shall not ban biosolids land disposal, for biosolids originating from the Sussex 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 Sussex and Lisbon who shall inform and make recommendations to the respective governing bodies of Sussex and Lisbon. 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. *Public Service Commission.* The parties hereto agree to utilize and be bound by the provisions of Section 66.0821(5), Wis. Stats., for the resolution of any dispute involving the interpretation of rates, rules or practices of the parties which are in any way impacted by the terms of this Agreement.

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 consideration 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 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 principals, 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
W234 N8676 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 Prior Agreements. The Prior Agreements of the parties are superseded by this Agreement.

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

7.4 Term of Contract. This Agreement shall be in effect unless the Agreement is terminated or extended by mutual agreement of Lisbon and Sussex. Specific terms of this Agreement shall be renegotiated by Lisbon and Sussex in the event of an occurrence beyond the control of Sussex, or caused by a governmental agency, and not covered by this Agreement. The terms of this Agreement shall survive the underlying agreement between Lisbon and Sussex, entered into in accordance with the provisions of Section 66.0301, Wis. Stats.

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.

If any clause, provision, or section of this Agreement is found to be in conflict with previous Agreements or Amendments, the most current provision or section shall control.

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.

[SIGNATURE LINES ON NEXT PAGE]

Dated this 23rd day of July, 2020

VILLAGE OF SUSSEX

By: _____
Anthony LeDonne, Village President

Attest:

By: _____
Sam Liebert, Village Clerk

Dated this 23rd day of July, 2020

TOWN OF LISBON

By: _____
Joseph Osterman, Town Chairman

Attest:

By: _____
Steven A. Braatz, Jr., Interim Clerk

EXHIBIT 1

Intermunicipal Agreement Between the
Town of Lisbon and the Village of Sussex
for the Extension of Wastewater Treatment Services

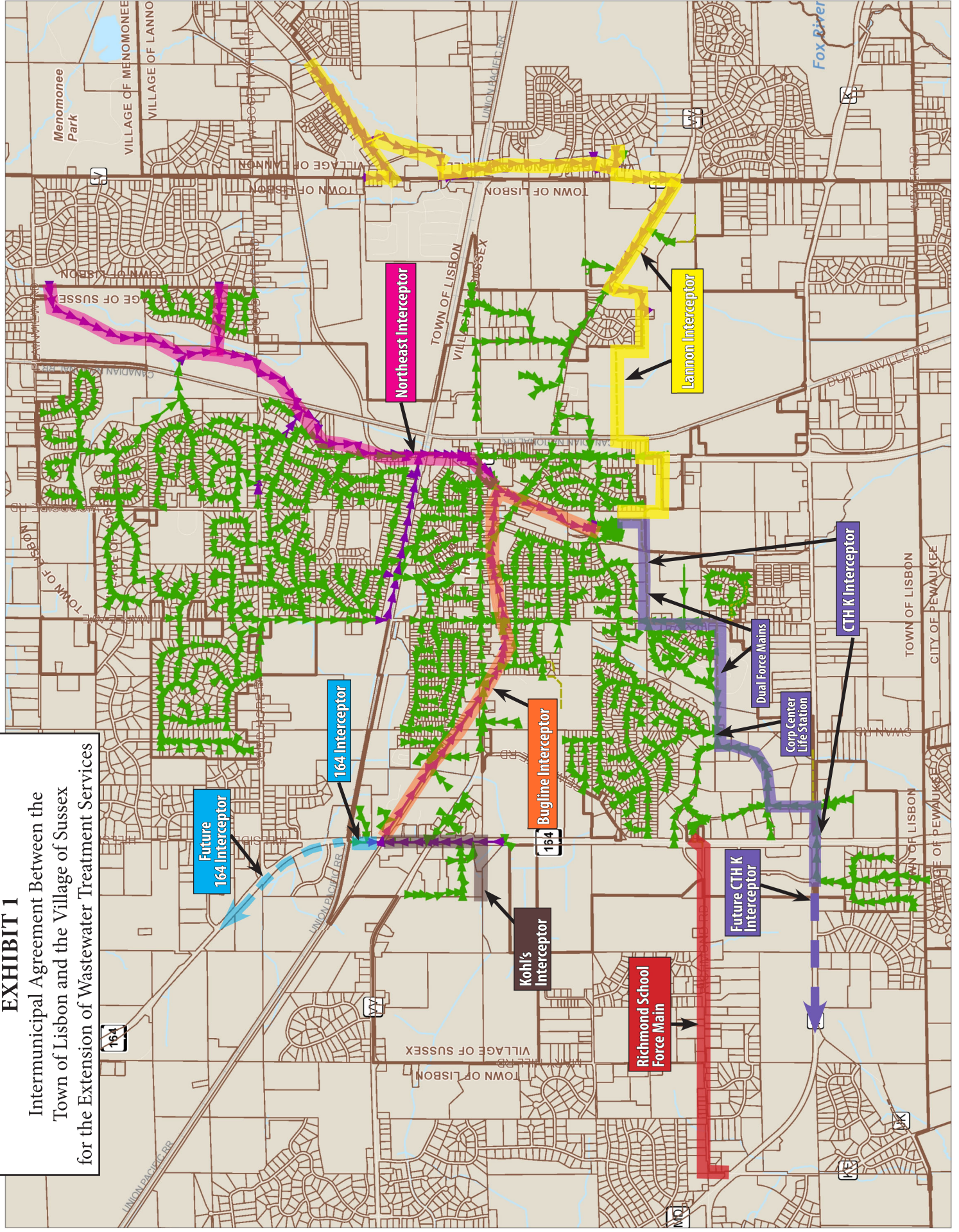


EXHIBIT 2- SUSSEX AND LISBON SEWER INTERCEPTOR CAPITAL COST SHARES

Kohl's Interceptor													
Item No.	Start*	End*	Item	Quantity	Unit	Size	CFS Capacity	Sussex		Lisbon		Percentage Design Flow District #1	
								Design Flow	Percentage Design Flow	Design Flow	Percentage Design Flow	Design Flow	Percentage Design Flow
1	Vista Run SN214019	Kohl's SN214020	Pipe (G) Manhole	102.00 1	LF each	24" PVC	8.37	8.37	100%	0	0%	0	0%
2	Kohl's SN214020	Walgreens SN214025	Pipe (G) Manhole	771.21 4	LF each	24" PVC	8.33	8.33	100%	0	0%	0	0%
3	Walgreens SN214025	STH 164 N. of Prospect SN214008	Pipe (G) Manhole	451.50 3	LF each	24" PVC	8.44	8.44	100%	0	0%	0	0%
4	STH 164 N. of Prospect SN214008	Main St SN214005	Pipe (G) Manhole	809.10 3	LF each	30" Conc	11.31	11.31	100%	0	0%	0	0%
5	Main St. SN214005	Bugline Interceptor SN214001	Pipe (G) Manhole	1099.00 4	LF each	30" Conc	10.61	10.61	100%	0	0%	0	0%
Hwy K Interceptor													
Item No.	Start*	End*	Item	Quantity	Unit	Size	CFS Capacity	Sussex		Lisbon		Percentage Design Flow District #1	
								Design Flow	Percentage Design Flow	Design Flow	Percentage Design Flow	Design Flow	Percentage Design Flow
1	Business Drive SN334029	STH 164 SN343001	Pipe (G) Manhole	1088.30 3	LF each	15" PVC	2.79	1.5066	54.00%	1.2834	46.00%	0	0.00%
2	STH 164 SN343001	Executive Drive SN343003	Pipe (G) Manhole	714.60 2	LF each	15" PVC	2.79	1.5066	54.00%	1.2834	46.00%	0	0.00%
3	Executive Drive SN343003	South Corporate Circle SN342013	Pipe (G) Manhole	1197.50 4	LF each	12" PVC	2.79	1.5066	54.00%	1.2834	46.00%	0	0.00%
4	South Corporate Circle SN342013	North Corporate Circle SN342003	Pipe (G) Manhole LS	2284.60 9	LF each	15" & 18" PVC	2.79	1.5066	54.00%	1.2834	46.00%	0	0.00%
5	North Corporate Circle SN342003	Brandon Oaks SN342004	Pipe (G) Manhole	336.30 1	LF each	18" PVC	5.32	2.8728	54.00%	2.4472	46.00%	0	0.00%
6	Brandon Oaks SN341001	Corporate Center LS LS341001	Pipe (G) Manhole LS	40.00 1	LF each	18" PVC	6.461	3.48894	54.00%	2.97206	46.00%	0	0.00%
7	Corporate Center Lift Station (2@1450 GPM) LS341001	Plant	Pipe (Pressure) Pipe (Pressure)	10985.00 4556.00	LF LF	10" 16"	6.461	3.48894	54.00%	2.97206	46.00%	0	0.00%

STH 164 Interceptor													
Item No.	Start*	End*	Item	Quantity	Unit	Size	CFS Capacity	Design Flow	Percentage Design Flow	Design Flow	Percentage Design Flow	Design Flow	Percentage Design Flow
								Sussex		Lisbon		Lisbon Sanitary District #1	
1	STH 164 RR SN214001	Stonegate SN225002	Pipe (G) Manhole	635.40 2	LF each	36" Conc	20.86	20.86	100%	0	0%	0	0%

Bugline Interceptor													
Item No.	Start*	End*	Item	Quantity	Unit	Size	CFS Capacity	Design Flow	Percentage Design Flow	Design Flow	Percentage Design Flow	Design Flow	Percentage Design Flow
									Sussex		Lisbon		Lisbon Sanitary District #1
1	Stonegate SN225002	Sussex IM SN223006	Pipe (G) Manhole	1560.80 4	LF each	36" Conc	13.34	13.34	100.00%	0	0.00%	0	0.00%
2	Sussex IM SN223006	Pewaukee Rd. SN223007	Pipe (G) Manhole	297.00 1	LF each	36" Conc	13.34	13.34	100.00%	0	0.00%	0	0.00%
3	Pewaukee Rd. SN223007	Main St SN271005	Pipe (G) Manhole	1959.60 5	LF each	36" Conc	13.34	13.34	100.00%	0	0.00%	0	0.00%
4	Main St. SN271005	Locust Extended SN271006	Pipe (G) Manhole	375.00 1	LF each	36" Conc	13.57	13.57	100.00%	0	0.00%	0	0.00%
5	Locust Extended SN271006	Orchard Extended SN262080	Pipe (G) Manhole	2984.79 13	LF each	24, 27 & 36" Conc	13.57	13.57	100.00%	0	0.00%	0	0.00%
6	Orchard Extended SN262080	NE Interceptor Connection SN261002	Pipe (G) Manhole	1609.40 7	LF each	27"conc	14.12	14.12	100.00%	0	0.00%	0	0.00%
7	NE Interceptor Connection SN261002	Silver Spring Dr. SN261013	Pipe (G) Manhole	699.80 4	LF each	36&42" Conc	21.71	21.71	100.00%	0	0.00%	2.03352	9.37%
8	Silver Spring Dr. SN2610013	Clover Dr. West SN263004	Pipe (G) Manhole	1869.60 7	LF each	36" Conc	24.59	24.59	100.00%	0	0.00%	2.03352	8.27%
9	Clover Dr. West SN263004	Clover Dr. East SN263068	Pipe (G) Manhole	126.2 1	LF each	36" Conc	24.59	24.59	100.00%	0	0.00%	2.03352	8.27%
10	Clover Dr. East SN263068	Plant SN263069	Pipe (G) Manhole	102.5 1	LF each	36" Conc	73.67	71.63648	97.24%	0	0.00%	2.03352	2.76%

North East Interceptor													
Item No.	Start*	End*	Item	Quantity	Unit	Size	CFS Capacity	Design Flow	Percentage Design Flow	Design Flow	Percentage Design Flow	Design Flow	Percentage Design Flow
								Sussex	Sussex	Lisbon	Lisbon	Lisbon Sanitary District #1	Lisbon Sanitary District #1
1	Plainview Lift SN132001	Woodland Trails / Preserve Connection SN132004	Pipe (G) Manhole	868.50 3	LF each	12" PVC	2.06	0.8	38.83%	0	0.00%	1.26	305 homes 61.17%
2	Woodland Trails / Preserve Connection SN132004	Coldwater Creek SN133004	Pipe (G) Manhole	3082.90 9	LF each	12" PVC	2.06	0.8	38.83%	0	0.00%	1.26	61.17%
3	Coldwater Creek SN133004	Jeanine Connection SN133006	Pipe (G) Manhole	726.00 2	LF each	18" PVC	4.39	3.13	71.30%	0	0.00%	1.26	28.70%
4	Jeanine Ln	NE Interceptor	Pipe (G) Manhole	1509.6 6	LF each	8" PVC	0.88	0.10648	12.10%	0	0.00%	0.77352	190 homes (167 87.90%)
5	Jeanine Connection SN133006	Halquist @ Railroad SN231001	Pipe (G) Manhole	2556.90 8	LF each	21 & 24" Conc	4.85	2.81648	58.07%	0	0.00%	2.03352	41.93%
6	Halquist @ Railroad SN231001	Canyon Meadows SN231003	Pipe (G) Manhole	310.50 2	LF each	24" Conc	6.63	4.59648	69.33%	0	0.00%	2.03352	30.67%
7	Canyon Meadows SN231003	Homestead Ct SN231087	Pipe (G) Manhole	870.60 2	LF each	24" Conc	6.63	4.59648	69.33%	0	0.00%	2.03352	30.67%
8	Homestead Ct SN231087	Cooling Meadows @ Waukesha Ave SN231079	Pipe (G) Manhole	1242.00 4	LF each	24" Conc	6.63	4.59648	69.33%	0	0.00%	2.03352	30.67%
9	Cooling Meadows @ Waukesha Ave SN231079	Linda Drive SN234002	Pipe (G) Manhole	1113.20 3	LF each	24" Conc	6.97	4.93648	70.82%	0	0.00%	2.03352	29.18%
10	Linda Drive SN234002	Mapleway (18") SN234006	Pipe (G) Manhole	328.60 1	LF each	24" Conc	8.16	6.12648	75.08%	0	0.00%	2.03352	24.92%
11	Mapleway (18") SN234006	Sherry's Plat SN234031	Pipe (G) Manhole	971.8 4	LF each	24" Conc	10.12	8.08648	79.91%	0	0.00%	2.03352	20.09%
12	Sherry's Plat SN234031	Main Street SN234035	Pipe (G) Manhole	507.0 2	LF each	21" & 30" Conc	10.12	8.08648	79.91%	0	0.00%	2.03352	20.09%
13	Main Street SN234035	Bugline Interceptor SN261061	Pipe (G) Manhole	703.6 6	LF each	24" Conc	10.12	8.08648	79.91%	0	0.00%	2.03352	20.09%