

CERTIFICATE OF AUTHENTICITY

The undersigned, as Village Clerk of the Village of Fox Crossing, does hereby certify that the attached Resolution on behalf of the Village is a duplicate original, in all respects, and was duly authorized and passed at a regular meeting of the Village of Fox Crossing, duly called and held; that the undersigned is the Custodian of all books and records of the Village, and has compared the duplicate original Resolution, Series of 2020, attached, with the original on file and finds it, in all respects, to be a true and duplicate copy thereof.

Dated this __ day of _____, 2020.

Darla M. Fink, Village Clerk

ARTICLE I DEFINITIONS

Section 101. Definitions. As used or referred to in this Ordinance-Contract, the following terms and phrases shall have the following meanings unless a different meaning clearly appears from the context:

“Accountant” means such recognized firm of certified public accountants as may be designated from time to time in writing by the Commission.

“Act” means Sections 60.70 - 60.79, inclusive, of the Wisconsin Statutes, as amended.

“Additional Ordinance-Contract” means an ordinance which is substantially identical to this Ordinance-Contract as adopted by the Governing Body of a Contracting Municipality, or an Eligible Municipality pursuant to Section 207 hereof.

“Annual Charges” shall have the meaning given to such term in Article V hereof.

“BOD” or “Biological Oxygen Demand” means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty degrees (20°) Centigrade, expressed in milligrams per liter.

“Building Drain” shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge of soil, waste and other drainage pipes inside any building and conveys same to the building sewer by gravity flow.

“Building Sewer” shall mean the extension from the building drain to the public sewer or other place of disposal, also called house connection or lateral.

“Chief Executive Officer” means the President of any Town Sanitary Commission, the Town Chairman of any Town, the Mayor or City Manager of any City and the President of any Village.

“Combined Sewer” shall mean a sewer intended to receive both wastewater and storm or surface water.

“Commercial Discharger” means any nonresidential discharger (User) who discharges into the Regional System from any of the following: transient lodging; establishments rendering service to others including food service; institutions; or retail and wholesale establishments selling merchandise to others.

“Commission” means the Fox West Regional Sewerage Commission, the Commission formed pursuant to Section 66.30 Wis. Statutes n/k/a 66.0301 Wis. Statutes and Section 201 hereof.

“Consulting Engineers” means such independent engineers or firm of engineers having an acceptable reputation for skill and experience with respect to design, construction and operation of wastewater collection, treatment and disposal facilities as may from time to time be employed by the Commission as consulting engineers.

“Contracting Municipalities” means, collectively, the Municipalities and all Eligible Municipalities which have adopted an Additional Ordinance-Contract.

“DNR” means the Department of Natural Resources of the State of Wisconsin or any successor state agency thereto.

“Domestic Wastewater” shall mean wastewater normally discharged by a Residential Discharger; which contains concentrations of BOD, Total Suspended Solids, and Total Phosphorus no greater than 200,200 and 5.0 milligrams per liter, respectively.

“Easement” shall mean an acquired legal right for the specific use of land owned by others.

“Eligible Municipality” means any Town Sanitary District, Town, City or Village of the State of Wisconsin other than the Municipalities, which are within the Fox West Regional Service Area as designated by East Central Wisconsin Regional Planning Commission, as amended from time to time.

“EPA” means the United States Environmental Protection Agency or any successor Federal agency thereto.

“Extension” means any intercepting sewer main which is not part of the Project and which extends Local Sewer Systems into territory not theretofore served by the Regional System.

“Fiscal Year” means the period from January 1 to December 31 of any calendar year, or such other period as may be established by the Commission.

“Floatable Oil” is oil, fat, or grease in a physical state such that it will separate by gravity from wastewater by treatment in an approved pretreatment facility. A wastewater shall be considered free of floatable oil if it is properly pretreated and the wastewater does not interfere with the collection system.

“Garbage” shall mean the animal and vegetable waste resulting from the handling, preparation, cooking, and serving of foods.

“Governing Body” means the Commission of any Town Sanitary District, the Board of any Town and the Legislative Body of any City or Village.

“Industrial User” shall mean any discharger (User) who is neither a Residential Discharger nor a Commercial Discharger, as defined within, and who discharges into the Regional System by any means.

“Industrial Wastes” shall mean the wastewater from industrial processes, trade, or business as distinct from domestic or sanitary wastes.

“Infiltration” means water other than wastewater entering a sewerage system (including sewer service connections) from, but not limited to, defective pipes, pipe joints, connections or manholes. Infiltration does not include, and is distinguished from Inflow.

“Infiltration/Inflow” means the aggregate of Infiltration and Inflow without distinguishing the source.

“Inflow” means water other than Wastewater that enters a sewerage system (including sewer service connections) from, but not limited to, roof leaders, cellar drains, yard drains, area drains, foundation drains, drains from springs and swampy areas, manhole covers, cross connections between storm sewers and sanitary sewers, catch basins, cooling towers, storm waters, surface runoff, street wash waters or drainage. Inflow does not include, and is distinguished from Infiltration.

“Intercepting Sewer” means a sewer whose primary purpose is to transport wastewater from collector sewers to a point for treatment and disposal.

“Limited Contracting Municipalities” means, collectively, the Town of Grand Chute (Outagamie County), , and the Town of Greenville (Outagamie County), the Town of Clayton (Winnebago County), and any other Town Sanitary District, Town, City or Village of the State of Wisconsin, parties hereinafter under Sec. 208 hereinafter.

“Local Sewer System” means all sewerage facilities of a Contracting Municipality which are or may be connected, or are or may be required under the terms of Article IV thereof to be connected, with the Regional System.

“May” is permissive.

“Municipalities” means, collectively, Town of Grand Chute Sanitary District No. 2, Village of Fox Crossing the Town of Greenville Sanitary District #1, and the Town of Clayton Sanitary District No. 1.

“Natural Outlet” shall mean any outlet, including storm sewers and combined sewer overflows, into a watercourse, pond, ditch, lake, or other body of surface or groundwater.

“Operation and Maintenance Costs” means all ordinary and necessary costs to the Commission of carrying out and administering its powers, duties and functions of

operating and maintaining the Regional System, and shall include without limiting the generality of the foregoing: wages and administrative expenses, legal, accounting, engineering and consultants' fees and expenses, payments to retirement, health and hospitalization funds, fringe benefits, insurance premiums, expenditures for obtaining and installing equipment, accessories, or appurtenances which are necessary to maintain the capacity and performance of the Regional System during its service life, all other ordinary and necessary costs required to support the daily operations of the Regional System, all plant and sewer maintenance.

"Ordinance-Contract" means, collectively, this Ordinance-Contract as adopted by the Governing Bodies of the Municipalities and any Additional Ordinance-Contract.

"Person" shall mean any individual, firm, company, association, society, corporation, or group.

"Project" means the wastewater treatment and intercepting sewers described in **Exhibit A** attached hereto and made a part hereof, with all necessary and incidental connections, manholes, valves, entering stations, equipment, apparatus, structures and appurtenances, and all other real or tangible personal property necessary or desirable for the efficient construction and operation of such facilities.

"Properly Shredded Garbage" shall mean the wastes from the preparation, cooking, and dispensing of foods that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than 1/2 inch (1.27 centimeters) in any dimension.

"Public Sewer" shall mean a common sewer controlled by a governmental agency or public utility.

"Public Nuisance" shall mean generally an unreasonable activity, as undertaken by a user or municipality in the conduct and operation of its business that interferes substantially with the comfortable enjoyment of the life, health, or safety of another person. Specifically, violation of any provision of the ordinance contract or any other rules or orders promulgated by the Commission is deemed to constitute a Public Nuisance.

"Regional System" means the Project and all existing facilities owned or operated by the Commission, plus any additions, extensions and improvements thereto or any part of the foregoing, and any renewals or replacements thereof, acquired or constructed or to be constructed by the Commission for the purposes of the Commission, but does not include the Local Sewer System of any Contracting Municipality.

"Regional System Interceptor" means the interceptor whose primary purpose is to transport wastewater from the existing Town of Grand Chute Sanitary District No. 2 Wastewater Treatment Plant, to the Regional System, and shall be included as part of the

Regional System. This Regional System Interceptor shall be considered a part of the initial "Project", as above defined, and shall not be considered the separate cost or responsibility of the Town of Grand Chute San. Dist. No. 2.

"Residential Discharger" shall mean any discharger (User) who discharges Domestic Wastewater, as defined within, into the Regional System from a single or multifamily dwelling or boarding house, excluding transient lodging.

"Sanitary Sewer" shall mean a sewer that carries liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions together with incidental quantities of ground, storm, and surface waters that are not admitted intentionally.

"Section 66.0301" means Section 66.0301 of the Wisconsin Statutes, as amended.

"Section 66.30" means former Section 66.30 of the Wisconsin Statutes, now known as Section 66.0301 of the Wisconsin Statutes.

"Separator" is a device or structure designed and installed so as to retain deleterious, hazardous or undesirable matter from normal wastes while permitting normal sewage or liquid wastes to discharge into the sanitary sewer system by gravity. A "separator" is sometimes called an "interceptor" but is not to be confused with "interceptor sewers" which are used to convey large amounts of sewage.

"Service Region" means the territory described in the map attached hereto as **Exhibit B** and made a part hereof, together with additions, modifications and amendments thereto made in accordance with Section 207 hereof.

"Sewage" is the spent water of a community. The preferred term is "wastewater".

"Sewer" shall mean a pipe or conduit that carries wastewater or drainage water.

"Sewer Ordinance" means the Commission's Sewer Use Ordinance, attached hereto as **Exhibit C**, related to the regulation of a Local Sewer System of a Contracting Municipality.

"Shall" is mandatory.

"Sludge" means the settleable solids separated from liquid during clarification.

"Sludge Disposal Operations" means the disposal of accumulated solids via land application, land filling or other acceptable, cost-effective methods. Also involved are management functions such as disposal site procurement, record keeping, permitting

and laboratory analysis which are required by Federal and/or State regulatory agencies. Site procurement may include the negotiations of land use agreements, or leases, or other direct purchase of required acreage.

“Slug” shall mean any discharge or change in rate of discharge of water, wastewater, or pollutant concentrations from any source to the sanitary sewer system which causes or may cause physical damage, or interferes with the treatment processes or results in violation of effluent limitations.

“Standard Methods” shall be the latest edition of Standard Methods for the Examination of Water and Wastewater, published by the American Public Health Association.

“Storm Drain” (sometimes termed storm sewer) shall mean a drain or sewer for conveying water, groundwater, subsurface water, or unpolluted water from any source.

“Storm Water” is that water which originates from rainfall and/or snowmelt.

“Superintendent” means the person designated by the Commission to supervise the operation of the Regional System, and who is charged with certain duties and responsibilities by this Ordinance-Contract, or a duly authorized representative of the Superintendent.

“Suspended Solids” means total suspended matter that either floats on the surface of, or is in suspension in, water, wastewater, or other liquids that are removed from wastewater in a laboratory test as prescribed in “Standard Methods for the Examination of Water and Wastewater” and referred to as nonfilterable residue.

“Town of Clayton” is a public body politic and corporate, created pursuant to Wisconsin Charter and Wisconsin Statutes, and its successors and assigns.

“Town of Clayton Sanitary District No. 1” is a public body politic and corporate created as a town sanitary district pursuant to the Act, and its successors and assigns.

“Town of Grand Chute” is a public body politic and corporate, created pursuant to Wisconsin Charter and Wisconsin Statutes, and its successors and assigns.

“Town of Grand Chute Sanitary District No. 2” is a public body politic and corporate created as a town sanitary district pursuant to the Act, and its successors and assigns.

“Town of Greenville” is a public body politic and corporate, created pursuant to Wisconsin Charter and Wisconsin Statutes, and its successors and assigns.

“Town of Greenville Sanitary District #1” is a public body politic and corporate created as a town sanitary district pursuant to the Act, and its successors and assigns.

“Village of Fox Crossing” is a municipal corporation, created pursuant to Charter Ordinance and Wisconsin Statutes, and its successors and assigns.

“Village of Fox Crossing Utility District” is a former public body politic and corporate initially created as a town sanitary district, later converted to a Utility District, and thereafter absorbed into the Village of Fox Crossing after its incorporation.

“Unpolluted Water” is water of quality equal to or better than the effluent criteria in effect, or water that would not cause violation of receiving water quality standards, and would not be benefited by discharge to the sanitary sewers and wastewater treatment facilities provided.

“User” means any source of Wastewater connected to a Contracting Municipality’s Local Sewer System or connected directly to the Regional System within such Contracting Municipality.

“Waste Component” means BOD, Suspended Solids, Total Phosphorus and/or such other significant waste characteristics in wastewater as may be determined from time to time by the Commission.

“Wastewater” means liquid wastes or water-borne wastes discharged from residences, commercial buildings, industrial plants and institutions. Wastewater shall include that proportion of Inflow/Infiltration deemed permissible by current Federal and State pollution abatement regulations.

“Wastewater Facilities” shall mean the structures, equipment and processes required to collect, carry away, and treat domestic and industrial wastes and dispose of the effluent.

“Wastewater Treatment Works” shall mean an arrangement of devices and structures for treating and disposing wastewater, industrial wastes, and sludge. Sometimes used as synonymous with “waste treatment plant” or “wastewater treatment plant” or “waste pollution control plant”.

Section 102. Use of Phrases. The following interpretations apply wherever appropriate herein:

“Herein”, “hereby”, “hereunder”, “hereof” and other equivalent words refer to this Ordinance-Contract as an entirety, and not solely to the particular portion of this Ordinance-Contract in which any such word is used.

The definitions set forth in Section 101 hereof are applicable whether the words defined are used herein in the singular or the plural.

Any pronoun or pronouns used in this Ordinance-Contract shall include both the singular and the plural and shall include all genders.

Where used herein, Federal grants-in-aid of construction shall be defined to include applicable State grants-in-aid of construction.

Where used herein, Federal regulatory agencies shall be defined to include applicable State regulatory agencies.

Where used herein, EPA requirements shall be defined to include applicable DNR requirements.

ARTICLE II CREATION AND POWERS AND DUTIES OF COMMISSION

Section 201. Creation. A Commission has been created pursuant to Section 66.30 n/k/a 66.0301 of the Wisconsin Statutes to act as the agent of the Contracting Municipalities in administering the operation, maintenance and management of the Regional System. The Contracting Municipalities hereby declare that the Commission has not been created for profit and that no part of the net income or profits of the Commission shall inure to the benefit of any private individual or any organization created for profit.

Section 202. Membership.

(a) Number of Members. The Commission shall consist of the number of Commissioners as follows:

(i) The Town of Grand Chute Sanitary District No. 2 Commissioners, five (5) in number, being the Town Board of the Town of Grand Chute, and therefore the Commissioners of said Town of Grand Chute Sanitary District No. 2, shall appoint two (2) members, and along with the Town Chairman, will be commissioned members of the Fox West Regional Sewerage Commission.

(ii) The Village of Fox Crossing Board, seven (7) in number, shall appoint two (2) members, and along with the Village President, shall be commissioned members of the Fox West Regional Sewerage Commission.

(iii) The Town of Greenville Sanitary District #1 President, as elected or appointed pursuant to Sec. 60.76, Wis. Stats., and/or his/her designee, shall be a commissioned member of the Fox West Regional Sewerage Commission.

(iv) Neither the Town of Clayton nor the Town of Clayton Sanitary District No. 1 shall appoint a member of the Commission at the present time; however, said entities may at some point in the future appoint a member of the Commission in accordance with the terms of that certain Fox West Sewerage Commission Joinder Agreement entered into by and between the parties on or about February 5, 2020.

(b) **Term of Office.** The term of office for the Commission members under Sec. 202(a) above, and the term of office for all subsequent Commission members under Sec. 202(a) above shall coincide with their respective, individual terms of office as Village Board members or sanitary district commissioners, respectively.

(c) **Vacancies.** A vacancy in the individual office of a Commission member shall be filled by the Contracting Municipality pursuant to Wisconsin Statutes or said contracting Municipality's internal operating procedures.

Section 203. Officers.

(a) **Offices Designated.** The officers of the Commission shall be a President, Vice-President, Secretary, Treasurer.

(b) **Selection and Term of Office.** The President, Vice-President, Secretary, Treasurer, Deputy Secretary and Deputy Treasurer shall be selected by the Commission from among its members in May of each odd-numbered year, to serve a term of two years from the date of election, or until such officer's successor shall be elected and qualified.

(c) **Vacancies.** A vacancy in any office created for any reason shall be filled by the Commission at its next meeting held after such vacancy shall occur. The person selected to fill such vacant office shall serve the remainder of the term of the person leaving such office vacant.

(d) Powers and Duties.

(i) **President.** The President shall preside at all meetings of the Commission and shall sign all resolutions, rules, rules of procedure, orders and amendments thereto, contracts and any other documents of any kind requiring a signature on behalf of the Commission.

(ii) **Vice-President.** The Vice-President shall perform all of the duties and have all of the powers of the President in the absence of the President.

(iii) **Secretary.** The Secretary shall sign all Resolutions, countersign all contracts, and any other documents requiring signature on behalf of the

Commission, and attest and/or certify to all actions taken by or on behalf of the Commission.

(iv) **Treasurer.** The Treasurer shall review the disbursement of funds of the Commission.

Section 204. Meetings, Hearings and Rules of Procedure.

(a) **Regular Meetings.** Regular Meetings of the Commission shall be held at least once each month at the time and place specified by the Commission. The Commission may provide for cancellation, postponement or adjournment of any regular meeting for a stated cause.

(b) **Special Meetings.** Special Meetings may be called at the request of the President or by two or more Commissioners in writing, filed with the plant secretary, who shall thereupon notify all of the Commissioners of the time and place thereof in the manner directed by the Commission.

(c) **Quorum.** The quorum necessary for the conduct of business by the Commission shall consist of a majority of the members of the Commission in office; however, a meeting of the Commission may be convened by less than a quorum necessary for the conduct of business for the sole purpose of adjourning said meeting to another time and place, notice of which adjournment shall be delivered by the plant secretary in writing to all Commission members.

(d) **Voting.** All matters considered by the Commission at a duly held meeting thereof shall be determined by a vote of the majority of the members present at such meeting, unless otherwise provided by law.

(e) **Rules of Procedure.** The Commission shall conduct its meetings in accordance with general rules of parliamentary procedure. The Commission may adopt more specific rules of procedure with respect to the conduct of its business which shall not be inconsistent with this Ordinance-Contract as amended.

Section 205. Powers and Duties.

(a) **Statement of Policy and Purpose.** Pollution of the waters in the Municipalities and the Lower Fox River Basin has become an area of great public concern. Numerous efforts to reduce pollutional discharges and to improve water quality have been made in past years. The Contracting Municipalities have investigated and determined that a regional sewerage collection, treatment and disposal system will best protect human life and health, fish and aquatic life, scenic and ecological values, and domestic, municipal, recreational, industrial, agricultural, and other uses of water. The

purpose of this Ordinance-Contract is to grant necessary powers and to organize a single agency of the Contracting Municipalities for the enhancement of the quality management and protection of all waters of the Contracting Municipalities and surrounding areas. To that end, the Commission shall exercise the powers of the Contracting Municipalities with respect to acquiring, constructing, operating, maintaining, managing and administering sewerage collection, treatment and disposal facilities for the Contracting Municipalities, and as the agency of the Contracting Municipalities for applying and enforcing such sections of the Clean Water Act of 1977, as amended (33 United States Code, § Sec 12.51, et. seq.), Chapter 283 of the Wisconsin Statutes, as amended, and any regulations or rules promulgated pursuant thereto as may be specified herein or by amendment or supplement to this Ordinance-Contract.

(b) General Powers. The Commission shall have the power to plan, design, purchase, acquire, construct, extend, add to, improve, control, operate, manage, maintain, and hold title to such real and personal property, including a treatment plant, interceptor mains, and the plans and specifications developed in connection therewith, in order to provide the Contracting Municipalities with adequate and sufficient sewage collection, treatment and disposal services, and to produce a treatment plant effluent which meets or exceeds effluent standards established by the Wisconsin Pollutant Discharge Elimination System Permit issued to the Commission. The Commission shall further modify, enlarge, abandon or replace such facilities, in whole or in part, from time to time, as deemed necessary by the Commission to efficiently transport, treat or dispose of the Contracting Municipalities' Wastewater, and to continue to produce a treatment plant effluent which meets or exceeds effluent standards established by the Wisconsin Pollution Discharge Elimination System Permit issued to the Commission, and the Commission shall have the power to handle the disposal of solids (sludge) generated by the above processes, and the power of sludge disposal operations as hereinbefore defined. The Commission shall apply and enforce the Pretreatment Program as required by the Clean Water Act of 1977 (33 United States Code, § Sec 12.51, et. seq.), the General Pretreatment Regulations for Existing and New Sources of Pollution (40 C.F.R. Part 403) promulgated by the EPA, and the Pretreatment Regulations promulgated by the State of Wisconsin (Chapter NR-211, Wisconsin Administrative Code). The Commission may, through agreement or other allowable means, commit funds for special environmental issues in furtherance of the above Statement of Purpose.

(c) Eminent Domain. The Commission shall have the power of condemnation to acquire any real estate and personal property appurtenant thereto, or interest therein, which it has authority to acquire and hold pursuant hereto; provided, that the Commission shall first obtain the approval of the Governing Body of the Municipality, Limited Contracting Municipality, or Contract Municipality in which such condemnation is proposed.

(d) Financing. The Commission may issue its mortgage revenue bonds, other types of bonds, notes or other obligations, to the extent permitted by law in order to provide funds to carry out the purpose for which the Commission has been created as set

forth herein. The Commission shall collect Operation and Maintenance Charges, Capital Charges, and Depreciation Charges from the Contracting Municipalities, as provided in Article V hereof. The Contracting Municipalities, acting jointly or separately, shall finance their portion of the Regional System as provided in Section 66.0301(4) of the Wisconsin Statutes and to the extent otherwise permitted by law.

(e) **Rules and Regulations.** The Commission shall adopt all rules and regulations necessary to enable it to carry out its powers and duties as set forth herein. Such rules and regulations shall, at a minimum, allow the Commission to do the following:

(i) deny or condition any increased or new discharges to the Local Sewer System or the Regional System;

(ii) require compliance by Industrial Users with Federal, State of Wisconsin and Contracting Municipality pretreatment standards;

(iii) control Industrial, Commercial and Residential discharges to the Local Sewer Systems and the Regional System to ensure compliance with Federal, State and Local pretreatment standards, and any rules and regulations of the Commission;

(iv) require the development by an Industrial or Commercial User of a compliance schedule for the installation of facilities required by the rules and regulations of the Commission; and

(v) require submission by Industrial or Commercial Users of notice and self-monitoring reports necessary to assess and assure compliance with the rules and regulations of the Commission.

(f) **Inspections.** The Commission, and any of its authorized representatives, shall have the power to make investigations and inspections of all Users and all Local Sewer Systems, and shall develop surveillance and monitoring procedures to assure compliance with any rule or regulation of the Commission.

(g) **Review of Records.** The Commission may review Industrial or Commercial User's records to determine compliance by such User with rules and regulations of the Commission.

(h) **Penalties.** Any person who shall violate any rule, regulation or order of the Commission shall be subject to the Penalty Provisions of Section 1003 hereof.

(i) **Employees and Attorneys.** The Commission may employ personnel to perform such functions as the Commission shall deem appropriate to carry out the purposes for which it has been created. The Commission shall determine the terms and

conditions of employment of all such employees. The Commission may employ necessary legal counsel.

(j) **Check Signing Authority.** The Fox West Regional Sewerage Commission may designate, from time to time, one or more Commissioners who may sign checks for any routine expenses of the Fox West Regional Sewerage Commission (and may establish any limits on said authority). Any extraordinary expenses in excess of limits established on check signing authority shall be first approved by a majority of Commissioners.

Section 206. Budget and Financial Reports.

(a) **Budget.** On or before the 15th day of October, and after a public hearing has been held with respect thereto, the Commission shall prepare and adopt a budget for the next succeeding Fiscal Year. Such budget shall include an estimate of the Annual Charges calculated in accordance with Article V hereof, payable by each Contracting Municipality for the next succeeding year.

(b) **Financial Reports.** The Commission shall establish and maintain a financial management system which shall be subject to an annual audit by the Accountants, which system shall be maintained in accordance with EPA and/or DNR requirements and accepted municipal accounting requirements. Within 120 days of the end of each Fiscal Year, the Commission shall deliver a copy of its annual audit to each Contracting Municipality, including statements in reasonable detail, accompanied by an opinion of the Accountant performing the audit, of financial condition, revenues, operating expenses, and of all funds held by or for the Commission.

(c) **Examination of Books and Records.** The Commission shall permit the officers of any Contracting Municipality or their duly authorized agents to inspect the books and records of the Commission at any reasonable time during regular business hours.

Section 207. Additional Contracting Municipalities.

Any Eligible Municipality may become a party to this Ordinance-Contract by adoption of an Additional Ordinance-Contract if the Commission is ordered by the DNR to add all or any part of the territory included within such Eligible Municipality to the Service Region or, if such Eligible Municipality is ordered by the DNR to have all or any part of the territory included within such Eligible Municipality added to the Service Region, and, in any other case, by adoption of an Additional Ordinance-Contract and upon obtaining the written consent of all Contracting Municipalities to the joinder of such Eligible Municipality to this Ordinance-Contract. Such Eligible Municipality shall be deemed to be a party to this Ordinance-Contract to the same extent as if an original party hereto. Upon the

addition of any Eligible Municipality to this Ordinance-Contract, **Exhibit B** shall be deemed amended to reflect the additional territory to be included in the Service Region.

Section 208. Limited Contracting Municipalities.

The Limited Contracting Municipalities are parties to this Ordinance-Contract in the event that any of the Contracting Municipalities herein are dissolved pursuant to Section 60.785(3) of the Wisconsin Statutes. The Limited Contracting Municipality in which the particular Sanitary District is located shall, in such a situation, become a Contracting Municipality for all purposes under the terms of this Ordinance-Contract.

ARTICLE III OPERATION OF THE REGIONAL SYSTEM

Section 301. Operation and Enlargement of the System. The Commission will operate the Regional System in accordance with applicable requirements of governmental authorities having jurisdiction with respect thereto, and will maintain, alter, improve, renew and replace, and enlarge or extend the Regional System so as to treat and dispose of Wastewater which may be delivered into the Regional System by any Contracting Municipality in accordance with Article IV hereof.

Section 302. Construction Plan Conformance. In regards to the construction of any part of the Regional System, the Commission will comply with any and all requirements of the DNR and EPA as may be applicable from time to time.

Section 303. Insurance. The Commission will, at all times, maintain with responsible insurers all such insurance as is customarily maintained with respect to Wastewater Treatment Facilities of like character to the Regional System, insuring the Regional System against loss or damage and against public or other liability to such extent as is reasonably necessary to protect the interests of the Commission and the Contracting Municipalities, and will at all times maintain with responsible insurers all insurance deemed reasonable by the Commission to indemnify and save harmless the Contracting Municipalities against all liabilities, judgements, costs, damages, expenses and attorneys' fees for loss, damage or injury to person or property resulting directly or indirectly from the construction, operation, or a failure of operation of the Regional System caused by the negligence or willful act of the Commission, its employees or agents.

Section 304. Use of Property. The Commission shall have the right to construct, maintain, operate and use such intercepting and outfall sewers, related conduits, pipe lines and mains, pumping stations, chlorination systems and ventilating stations, wastewater treatment and disposal systems, plants and works at such places within or without the Service Region, and such other plants, structures and conveyances for the transmission, treatment and disposal of Wastewater as in the judgment of the Commission are necessary to convey, treat and dispose of Wastewater delivered or to be delivered into the Regional System by each Contracting Municipality, including treatment and disposal of sludge and necessary powers for the Commission for sludge disposal operations. To that end, the Commission may enter upon, after giving thirty (30) days'

notice to the particular Contracting Municipality, and is hereby granted an easement to use any streets owned by such Contracting Municipality.

The Commission shall not be charged by any such Contracting Municipality for any easement but shall, at its own expense, pay for the cost of construction of the Regional System or any part thereof, as well as any restoration in kind needed to be performed on roads, curbs, and property used by the Commission for such construction or maintenance. During the construction of the Regional System or any part thereof, the Commission shall have a temporary easement. Such easement may, at the Commission's discretion, be centered on each side of the interceptor line to be constructed, and may be located partially on one side of the interceptor line to be constructed with the balance on the other side. After the completion of the construction phase, the Commission shall have, for the purpose of maintenance and operation, a permanent easement, but no permanent easement shall be placed above the grade of the vehicular-traveled right-of-way in a manner that obstructs traffic. The Commission shall pay all costs incidental to the construction of any above-the-ground permanent structures within the remaining portion of the easement at the point or points designated by the Commission with the advice of the Contracting Municipality. Such Contracting Municipality shall have the right to designate the location of any Regional System Facility at any other location, so long as the location is in compliance with applicable laws and regulations and is within parameters established by the Commission, and such Contracting Municipality shall be responsible to pay to the Commission all additional expenses incident thereto, and shall secure any and all licenses, easements and permits necessary to accomplish same. Any permanent easement may, at the Commission's discretion, be located on either side of any interceptor line, force mains or appurtenances thereto, or partially on one side of the interceptor line, force mains or appurtenances thereto, with the balance on the other side.

The Contracting Municipalities shall cooperate with the Commission in obtaining whatever consent, permission or authority may be required from any Local, County, State or Federal Government or agency to allow the Commission to do or perform any of the aforementioned. The Contracting Municipalities hereby agree that each will perform any and all necessary acts in order to assist the Commission in obtaining the necessary easements. Construction of the Regional System shall be coordinated with the Contracting Municipality involved so as to provide as little interruption of the Contracting Municipality's use of the streets as reasonably possible.

Section 305. Acceptance of Wastewater. The Commission agrees to accept Wastewater from the Local Sewer System of the Contracting Municipalities in accordance with the terms of this Ordinance-Contract.

ARTICLE IV USE OF THE REGIONAL SYSTEM

Section 401. Connections Required. Upon at least thirty (30) days written notice from the Commission, each new Contracting Municipality will cause its Local Sewer System to be connected to the Regional System on the date specified in such notice, at

the point or points upon which the Commission and the Contracting Municipalities may mutually agree. In no event shall the Wastewater delivered into the Regional System by a Contracting Municipality be delivered into the Regional System through the Local Sewer System of any other Contracting Municipality without the written consent of the Commission and such other Contracting Municipality. Each Contracting Municipality shall pay all costs of such connections. Upon request by a Contracting Municipality for an additional connection of its Local Sewer System to the Regional System, the Commission may permit such additional connection, provided that all costs and expenses of every such additional connection, including all meters and other facilities appurtenant thereto, shall be paid by the Contracting Municipality requesting the same. Every connection shall include such pumping and other facilities as may be necessary to cause all Wastewater collected in the Contracting Municipality's Local Sewer System to be delivered at the point or points of connection. Each connection point and each pump or lift facility that is part of the Local Sewer System shall be owned and operated by the Contracting Municipality.

Each Contracting Municipality, at its own cost and expense, will construct, install and operate its Local Sewer System, and any and all Extensions thereto necessary to cause the same to reach to and deliver Wastewater at the said point or points of connection, and after the making of such connection or connections, will keep its Local Sewer System connected with the Regional System, and will deliver and discharge into the Regional System all Wastewater originating in or collected by the Contracting Municipality or collected in such Local Sewer System. Each Contracting Municipality will pass ordinances requiring all Users for whom connection to the Local Sewer System is available to discharge into the Local Sewer System all Wastewater generated by such Users.

Section 402. Wastewater Not Permitted to be Discharged.

Notwithstanding the provisions of Section 401 of this Article, no Contracting Municipality shall be permitted or required to deliver and discharge into the Regional System Wastewater which the Commission by rule or regulation exempts and/or prohibits from delivery and discharge into the Regional System.

Section 403. Limitations. No Contracting Municipality shall be entitled to deliver to the Regional System, and the Commission shall have the right to refuse to accept any Wastewater if the Commission, by rule or regulation, determines that such Wastewater is of such type or characteristics as to be deleterious to the operation and maintenance of the Regional System. Notwithstanding the provisions of Section 401 or any other Section hereof, no person, entity or corporation, other than a Contracting Municipality, shall have the right, without the prior written consent of the Commission, to deliver and discharge into the Regional System any Wastewater which does not originate on the same site as the plant, building or other facility connected to a Contracting Municipality's Local Sewer System. Each Contracting Municipality further agrees to adopt the Commission's Sewer Use Ordinance, attached hereto as **Exhibit C**.

Section 404. Monitoring and Sampling. Monitoring and sampling stations shall be constructed at all points of connection to measure flows and pollutant concentrations being discharged into the Regional System. The Contracting Municipalities shall own and be responsible for the location, design, construction, operation and maintenance of these monitoring and sampling stations. Data and samples obtained at such monitoring and sampling stations, and all other laboratory data and samples relating to quantity, quality and composition of Wastewaters which are obtained by the Commission shall be collected, stored, processed and evaluated as specified in the publication "Standard Methods for the Examination of Water and Wastewater", latest approved edition, as published jointly by the American Public Health Association, American Water Works Association and the Water Pollution Control Federation. Each Contracting Municipality shall permit the construction of such facilities such as pumping stations, monitoring stations, interceptor sewers, manholes and other structures within its corporate boundaries as are deemed necessary by the Commission.

Each Contracting Municipality may measure flows and pollutant concentrations being discharged into the Regional System, so long as the Contracting Municipality does so under the direction and with the permission of the Commission. It is understood and agreed that Commission personnel shall enter upon and into any monitoring and sampling stations for the purposes of inspection, sample collection, flowmeter calibration, and minor maintenance associated with the station's performance. The Commission shall be responsible for determining all quantity and quality of measured flows and pollutant concentrations being discharged into the Regional System.

Section 405. Reserve Design Capacity. Each Contracting Municipality's Reserve Design Capacity or percentage of plant ownership shall be as follows:

Town of Grand Chute Sanitary District #2	51.3334%
Village of Fox Crossing	37.3333%
Town of Greenville Sanitary District #1	9.3333%
Town of Clayton Sanitary District No. 1	2%

Each District's Daily Allocation of Year-2030 Design Parameters shall be as follows:

<u>District</u>	<u>Flow</u>	<u>BOD</u>	<u>SS</u>	<u>P</u>
Grand Chute	50.400%	53.166%	51.167%	54.667%
Fox Crossing	42.000%	34.167%	35.166%	28.667%
Greenville	6.400%	10.167%	11.167%	12.666%
Clayton	1.200%	2.500%	2.500%	4.000%

The Commission may reallocate the aforementioned shares if requested by the Contracting Municipalities, and shall require that Municipalities implement programs (i.e.:

Pretreatment, I/I & Load Reduction) aimed at reducing pollutant loadings if Municipalities encroach upon the aforementioned shares.

Individual Contracting Municipalities may trade their excess Design Capacity with another Contracting Municipality. However, before any such agreement shall be effective between Contracting Municipalities, a written copy of the terms and conditions of the agreement, including its duration, shall be submitted to the Commission and shall be subject to the approval of not less than a two-thirds (2/3) vote of the entire Commission.

Section 406. Protection From Damage. No Person, firm, entity, partnership, corporation or joint venture shall maliciously, willfully or negligently break, damage, destroy, cover, uncover, deface or tamper with any structure, appurtenance or equipment which is part of the Commission Wastewater Facilities.

ARTICLE V ANNUAL CHARGES BY THE COMMISSION

Section 501. Annual Charges. Each Contracting Municipality shall pay Annual Charges to reimburse the Commission for its costs of acquiring, constructing, improving and extending the Regional System, and of transmitting, treating and disposing of Wastewater discharged by each Contracting Municipality into the Regional System, including reimbursement to the Commission for costs of sludge processing and sludge disposal operations. Annual Charges shall be the sum of Operating and Maintenance Charges (including Equipment Replacement) determined in accordance with Section 503 hereof; Capital Charges, determined in accordance with Section 504 hereof; and Depreciation Charges, determined in accordance with Section 505 hereof. Except as hereinafter otherwise provided, each component of Annual Charges shall be determined annually by the Commission in accordance with Section 206(a) hereof.

Section 502. Payment by Contracting Municipalities.

(a) The Commission shall estimate the Annual Charges for each Contracting Municipality for the next succeeding Fiscal Year based on the audit report and budget required by Section 206 hereof and shall deliver to each Contracting Municipality, on or before the last day of each October, a statement setting forth such estimated Annual Charges.

(b) Upon receipt of the statement of Annual Charges described in (a) above, each Contracting Municipality agrees to include said Annual Charges in such Contracting Municipality's annual budget prepared as required by law. To the maximum extent possible, each Contracting Municipality shall pay or recapture its share of Annual Charges from User charges in accordance with applicable DNR and EPA regulations. To the extent that its share of Annual Charges are not paid from User charges, each Contracting Municipality shall provide for such payment by other means, including but not limited to, the general fund, tax levies, special assessments, sewerage service charges, the

proceeds of either municipal bonds or mortgage bonds, or any combination of the forgoing methods.

(c) For each Fiscal Year, the Commission shall bill each Contracting Municipality monthly, on or before the fifteenth (15th) day of each month or as soon thereafter as reasonably possible, for each Contracting Municipality's Monthly share of Annual Charges. Invoices shall be due upon receipt. Monthly Charges shall be based upon each Contracting Municipality's actual share of Plant Loadings (Volume: Flow, and Mass of Pollutants: BOD, SS & P) in each month, and shall be the sum of Operating and Maintenance Charges, Capital Charges, and Depreciation Charges as outlined in Sections 502-505.

Section 503. Operating and Maintenance Charges. The Operating and Maintenance Charge for each Contracting Municipality for each month, shall be the sum of the following products:

(i) The volume of Wastewater delivered by such Contracting Municipality to the Regional System during such month multiplied by the Commission's unit cost of treating volume; plus

(ii) The quantity of each Waste Component (BOD, SS & P) delivered by such Contracting Municipality to the Regional System during such month multiplied by the Commission's unit cost of treating such Waste Component.

The Commission's aggregate unit costs of treating volume and Waste Components shall account for all Operation and Maintenance costs, including **Equipment Replacement**. Unit costs shall be determined as part of the annual budget process as established under Section 206(a) hereof, and shall be applicable to Operating and Maintenance Charges for the next succeeding Fiscal Year. In the allocation of Operation and Maintenance costs between volume and Waste components, the Commission shall be governed by its DNR-Approved User Charge System as amended from time to time.

Section 504. Capital Charges. The aggregate monthly Capital Charge shall be an amount equal to one-twelfth of the Commission's annual Debt Service expenses. Debt Service expenses shall include principal and interest payments on all obligations issued by the Commission for the purpose of acquiring, constructing, improving or extending the Regional System for the benefit of the Contracting Municipalities. Each Contracting Municipality's liability for the Commission's debt service obligations shall be their share of the Regional System's Design Capacity as outlined in Section 405.

Section 505. Depreciation Charges. The aggregate monthly Depreciation Charge for all Contracting Municipalities shall be an amount as determined when the Commission issues any bonds, notes, or other obligations of the Commission so as to finance the Regional System, or as determined by the Commission as part of the annual Budget process as established under Section 206(a) hereof.

ARTICLE VI LOCAL SEWER SYSTEMS

Section 601. Local Sewer Systems. Each Contracting Municipality shall provide for all costs of construction, repairing, operating and maintaining such Contracting Municipality's Local Sewer System, and in no event shall the Commission be responsible for such costs.

Section 602. Maintenance of Local Sewer Systems.

(a) If, as a result of any inspection or survey performed in accordance with Section 205(f) hereof, rehabilitation work is shown to be required upon a Local Sewer System, the Contracting Municipality owning such Local Sewer System will perform such work as may be necessary to rehabilitate its Local Sewer System to bring it into compliance with the rules and regulations of the Commission. The cost of rehabilitation work, less any and all State or Federal grants-in-aid, will be the sole responsibility and obligation of the Contracting Municipality. The Commission and the Contracting Municipality may cooperate to obtain all available State and Federal grants-in-aid for the performance of such rehabilitation work.

(b) Each Contracting Municipality will maintain its Local Sewer System in such a manner as to exclude any excessive **Infiltration/Inflow** from entering into the Local Sewer System, and shall comply with the Commission's WPDES Permit requirements regarding Infiltration/Inflow reduction, including reports regarding each Municipality's Infiltration/Inflow activities as required by the Commission. If excessive Infiltration or Inflow exists or occurs in any portion of the Local Sewer System, the Contracting Municipality will promptly affect such repairs, or other measures, so as to reduce the Infiltration or Inflow to normally allowable limits which are acceptable to the Commission. The cost of such repairs, or other measures, will be the sole responsibility of such Contracting Municipality. The Commission and the Contracting Municipality may cooperate to obtain all available State and Federal grants-in-aid for the performance of such rehabilitation work. Excessive Infiltration/Inflow is defined as "Excessive Infiltration/Inflow" in accordance with E.P.A. guidelines.

(c) Whenever work is required on a Local Sewer System under either Paragraphs (a) or (b) of Section 602, the Commission will give notice to the Contracting Municipality within whose Local Sewer System such rehabilitation work is required or such

excessive Infiltration and Inflow is occurring. Such notice shall include all results of inspections or surveys or other data used to determine the existence and location, where possible, of such excessive Infiltration or Inflow. The Contracting Municipality shall have one hundred eighty (180) days to present for review by the Commission a workable plan to rehabilitate the Local Sewer System or eliminate such Infiltration or Inflow, which plan shall include a reasonable timetable for construction and repairs to be undertaken and completed by the Contracting Municipality. The Commission shall have sixty (60) days in which to approve, modify or reject the plan and/or construction timetable as submitted by the Contracting Municipality. If the Commission modifies or rejects the submitted plan and/or construction timetable, it shall submit to the Contracting Municipality an alternate plan to correct the excessive Infiltration or Inflow occurring in the Local Sewer System of the Contracting Municipality, and/or an alternate construction timetable to be undertaken and completed by the Contracting Municipality. If the Contracting Municipality objects to the modification or rejection by the Commission of the plan and/or construction timetable, the Contracting Municipality and Commission shall promptly submit the dispute to binding arbitration under Section 802.

If the Contracting Municipality does not initiate construction and repair work on the Local Sewer System in accordance with the final arbitration decision, and within sixty (60) days thereof, the Commission shall have the right to make such repairs in accordance with the plan and timetable as set forth in the final arbitration decisions, and to charge the cost thereof to the Contracting Municipality. The Final arbitration decision under Section 802 shall approve one of the two plans submitted to the arbitration panel, that is either the Commission plan or the Contracting Municipality's plan. Cost of design of the excessive Infiltration/Inflow Removal Program, in all instances, shall be borne by the Contracting Municipality. Infiltration/Inflow shall not be considered excessive by a Contracting Municipality if it is of such amount and volume that it is not monetarily feasible to rehabilitate the local sewer system so as to cost-effectively eliminate such Infiltration or Inflow.

Section 603. Agreement to Use the Regional System. Each Contracting Municipality shall utilize the Regional System for all of its Wastewater treatment requirements to the extent of the available capacity of the Regional System. No Contracting Municipality shall construct, cause, permit, use, or consent to the construction or continued operation of other sewerage treatment facilities within its respective boundaries to the extent that the services of the Regional System are available. The preceding sentence shall not prevent the construction or operation of facilities for the treatment, pretreatment, or disposal of sewage which is determined to be unacceptable in accordance with Section 402 and 403 hereof.

Section 604. Prohibited Connections. No Contracting Municipality shall make or permit any new connection to or extension of its Local Sewer System which is designed or permits entrance of Inflow directly or indirectly into the Regional System. Each Contracting Municipality, before making any new connection to or extension of its Local

Sewer System, including residential connections, will reasonably assure exclusion from the Regional System of any such Inflow.

Section 605. Operation, Maintenance and Reconstruction. Each Contracting Municipality shall at all times operate, or cause to be operated, its Local Sewer System properly and in a sound and economical manner and shall maintain, preserve and keep the same or cause the same to be maintained, preserved and kept in good repair, working order and condition, and shall from time to time make, or cause to be made, all necessary and proper repairs, replacements and renewals so that at all times the operation of its Local Sewer System may be properly and advantageously conducted, and, if any useful part of its Local Sewer System is damaged or destroyed, the Contracting Municipality shall, as expeditiously as may be possible, commence and diligently pursue the replacement or reconstruction of such part so as to restore the same to use.

Section 606. Design and Construction of Sewer Extensions.

(a) All new sewer mains and facilities shall be designed by a Professional Engineer in accordance with Wisconsin Statutes, NR-110, and shall be submitted to and receive approval by the Wisconsin Department of Natural Resources prior to construction. Design shall be in accordance with good engineering practice, such as the latest edition of "Recommended Standards for Sewage Works", a committee report of the Great Lakes Upper Mississippi River Board of State Sanitary Engineers.

(b) A review shall be made by the Commission concerning the impact upon the Regional System of any additional sewage generated by construction of new sewer Extensions, and alteration to or installation of pretreatment facilities. Approval shall be required before construction of the sewers or pretreatment facilities begins. Approval shall be denied if the Commission determines that the additional sewage, or change(s) in the sewage characteristic(s), will overload the system or result in a condition detrimental to the operation, safety, and/or structural integrity of the system or any part thereof.

To be considered for approval by the Commission, all new sewer Extension submittals shall at a minimum include the following:

- (i) A construction plan of the project;
- (ii) A copy of East Central Wisconsin Regional Planning Commission's approval letter for the Extension; and
- (iii) A copy of DNR Submittal Form #3400-59, complete with the projected population figures.

(iv) The ultimate design capacity for the area being served, which shall include: flow (gallons per day), BOD (pounds per day), TSS (pounds per day), phosphorous (pounds per day).

(c) Construction of all new or replacement sewer mains, new stub-outs, and facilities within the Service Region which are being installed, shall be adequately inspected by the Sanitary District Superintendent. Construction shall comply with the Wisconsin Department of Natural Resources approved conditions, the "Standard Specifications for Sewer and Water Main Construction" for the Service Region and the special provisions of the specifications.

(d) Where there are existing sewer mains within the boundaries of any Contracting Municipality, and a User intends to construct a water lateral, 2 inch or above in diameter, such User shall be required to submit to the Commission for its approval a sewer lateral application. Fire protection matters shall be exempt from this requirement.

(e) There shall be no direct or indirect cross-connections between the sanitary sewer system and any other utility system in the Service Region, either on private or public property. Any cross-connections discovered shall be reported to the Sanitary District Superintendent and the Commission Plant Superintendent, and shall be promptly corrected.

(f) Municipalities shall report to the Fox West Regional Sewerage Commission on an annual basis, all new Commercial & Industrial Connections to their Sewer Systems.

Section 607. Use of Public Sewers Required.

(a) It shall be unlawful for any person to place, deposit, or permit to be deposited in any unsanitary manner, on public or private property within any area under the jurisdiction of the Fox West Regional Sewerage Commission, any human or animal excrement, garbage, or objectionable waste.

(b) It shall be unlawful to discharge to any Natural Outlet within any area under the jurisdiction of the Fox West Regional Sewerage Commission, any wastewater or other polluted waters, except where suitable treatment has been provided in accordance with all provisions of this Ordinance.

(c) Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the storage or disposal of wastewater.

ARTICLE VII REQUIREMENTS REGARDING WASTEWATER DISCHARGE

Section 701. Requirements for Wastewater Discharge.

Wastewater discharged into the Regional System by or on behalf of each Contracting Municipality shall comply with all rules, regulations and orders of the Commission and all amendments thereof. The rules and regulations of the Commission will insure that no materials may be discharged into the Regional System by or on behalf of a Contracting Municipality which are hazardous, flammable, toxic, excessively caustic or acidic, or contain substances which are not amenable to treatment or reduction by the Wastewater treatment processes employed, or are amenable to treatment only to such degree that the Wastewater treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters. The Commission may likewise promulgate rules and regulations to prevent the discharge into the Regional System of wax or paraffin products, or waste paints or solvents, or other materials which are capable of obstructing or impairing natural flows, or which are capable of disrupting or impairing the Wastewater treatment process, or which are likely to pass through the treatment plant and pollute the receiving waters. Any extraordinary expenses paid or incurred by the Commission as a result of a violation of this Article shall be reimbursed by the Contracting Municipality.

Section 702. Sewer Use Ordinance. Each Contracting Municipality shall secure passage within the jurisdiction served by it of the Commission's **Sewer Use Ordinance**, attached hereto as **Exhibit C**. Each Contracting Municipality shall amend such Sewer Use Ordinance from time to time to comply with the rules and regulations of DNR, EPA and Commission requirements. The Sewer Use Ordinance shall require that each User of a Local Sewer System will deliver no Wastewater to the Local Sewer System which is not amenable to treatment by the Regional System, and shall also require that each User collect at its source any Wastewater not amenable to treatment by the Regional System in accordance with the rules and regulations of the Commission, and pretreat such Wastewater to make it amenable to treatment by the Regional System in accordance with the rules and regulations of the Commission.

Section 703. Surcharge Programs. Each Contracting Municipality shall implement Surcharge Programs to provide for equitable recovery of Sewer Use Charges from high-strength Users. The Surcharge Programs shall recover costs of treatment of Wastewater from Commercial and Industrial Dischargers who exceed pollutant concentrations of normal Domestic Wastewater, as defined within. That excess shall be subject to a surcharge equal to the cost of treating such waste component. Each Contracting Municipality shall routinely evaluate the unit costs associated with their Surcharge Programs. The Commission will provide the unit cost of each waste component (BOD, SS, & P), on an annual basis, following computation of actual treatment costs from the previous Fiscal Year.

Section 704. Sewerage Control.

(a) If any waters or wastes are discharged or are proposed to be discharged to the public sewers, which waters contain the substances or possess the characteristics enumerated in Section 2 of the Fox West Sewer Use Ordinance, and which in the judgement of the Commission may have a deleterious effect upon the wastewater facilities, processes, equipment, or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the Commission may:

- (i) Reject the wastes;
- (ii) Require pretreatment to an acceptable condition for discharge to the public sewers;
- (iii) Require control over the quantities and rates of discharge; and/or
- (iv) Require payment to cover added cost of handling and treating the wastes not covered by sewer charges.

When considering the above alternatives, the Commission shall give consideration to the economic impact of each alternative on the discharger. If the Commission permits the pretreatment or equalization of waste flows, the design and installation of the facilities and equipment shall be at the owner(s) expense, and shall be subject to the review and approval of the Fox West Regional Sewerage Commission.

Proposed increase of discharges to the Regional System by a Contracting Municipality, as the result of changes in existing commercial or industrial development, shall be reported to the Commission prior to the date of change. No such discharges shall begin until the Commission has given approval of the quality and quantity of the proposed discharge.

(b) Where pretreatment or flow equalizing facilities are provided or required for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner(s) at his expense.

(c) The Commission may require a User of sewer services to provide information needed to determine compliance with this Article. These requirements may include:

- (i) Wastewater discharge's peak rate and volume over a specified time period;
- (ii) Analyses of Wastewaters;

- (iii) Information on raw materials, processes, and products affecting Wastewater volume and quality;
- (iv) Quantity and disposition of specific liquid, sludge, oil, solvent, or other materials important to sewer use control;
- (v) A plot plan of sewers on the User's property showing sewer and pretreatment facility locations;
- (vi) Details of Wastewater pretreatment facilities; and/or
- (vii) Details of systems to prevent and control the loss of materials through spills to the public sewer.

(d) Each User discharging Industrial Wastes into a public sewer shall construct and maintain one or more control manholes together with necessary meters and other appurtenances to facilitate observation, measurement and sampling of the wastes. Control manholes shall be accessible and safely located, and shall be constructed in accordance with plans approved by the Commission. Such structures shall be installed by the owner at his expense and shall be maintained by the User so as to be safe and accessible at all times.

Devices for measuring the volume and characteristics of waste discharged into the public sewer may be required by the Commission. Such metering and sampling devices shall be installed, owned and maintained by the User. Following approval and installation, such devices shall not be removed without the consent of the Commission.

The Commission may require separation of process and domestic waste streams from any Industrial or Commercial User of the system. If the Commission determines that such separation is not cost-feasible, it may require the User to install at its expense, and to maintain at its expense, metering of water and or waste volumes for the purposes of determining waste stream sources. All such metering devices shall be subject to Commission review and approval.

(e) Industrial Wastes discharged into the public sewer shall be subject to periodic inspection and determination of character and concentration of said wastes. The determinations may be made by the User, or by such other certified personnel as directed by the Commission, as often as is deemed necessary by the Commission. Access to sampling locations shall be granted to the Superintendent at all times.

Samples shall be collected and stored in such a manner as to be representative of the composition of the wastes discharged. All measurements, tests and analysis of the characteristics of wastes shall be determined by a certified laboratory in accordance with

Title 40, Part 136, of the Code of Federal Regulations and in accordance with the latest edition of Standard Methods. All expenses associated with the measurements, tests and analysis of waste characteristics shall be the User's responsibility. Sampling methods, location, times, duration and frequencies are to be determined on an individual basis by the Superintendent.

(f) Grease, oil and sand Separators shall be provided by the Owner, at his expense, when in the opinion of the Superintendent they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sands or other harmful ingredients. All Separators shall be of a type and capacity approved by the Superintendent and shall be located as to be readily and easily accessible for cleaning and inspection. In the maintaining of these Separators, the owner(s) shall be responsible for the proper removal and disposal by appropriate means of the captured material, and shall maintain records of the dates and means of disposal which are subject to review by the Superintendent. Any removal and handling of the collected materials not performed by owner(s)' personnel must be performed by currently licensed waste disposal firms.

(g) Incorporated by reference are the conditions and provisions stipulated in the Wisconsin Pollution Discharge Elimination System (WPDES) Permit issued to the Fox West Regional Sewerage Commission. Authority is hereby given to the Superintendent to assist the Commission, as needed, to comply with this permit.

(h) No statement contained in this section shall be construed as preventing any special agreement or arrangement between the Commission and any industrial concern, whereby an industrial waste of unusual strength or character may be accepted by the Commission for treatment, provided such acceptance is approved by the Superintendent and the Fox West Regional Sewerage Commission.

ARTICLE VIII REMEDIES IN EVENT OF DEFAULT

Section 801. Defaults; Event of Default. If any of the following events occur, it is hereby defined as, declared to be, and shall constitute an "Event of Default":

(i) failure by any Contracting Municipality to make full and punctual payment of any charges or other payments due under the terms of this Ordinance Contract to the Commission, and the continuance thereof for a period of thirty (30) days after the receipt by such Contracting Municipality of the notice specified in Section 804 hereof; or

(ii) failure by any Contracting Municipality in the performance or observance of any other of the covenants, agreements or conditions contained in

this Ordinance-Contract, and the continuance thereof for a period of thirty (30) days after the receipt of the notice specified in Section 804 hereof.

The term "Default" shall mean an event described in paragraphs (i) and (ii), exclusive of any period of grace, if any, required to constitute a Default or an Event of Default as hereinabove provided.

Section 802. Arbitration.

(a) In the event of any dispute, Default or Event of Default arising under Paragraph (i) of Section 801 hereof and involving only a dispute over the amount of such charges, each Contracting Municipality agrees to submit all such disputes over charges to arbitration and to be bound by the results of such arbitration. In such event, each Contracting Municipality agrees to pay the amount of any such disputed charge and the arbitration shall be limited to the disputed portion of such charges which have been paid. The parties to this Ordinance-Contract agree that payment and acceptance of payment of any such disputed charges shall not affect any of the rights of the parties. Said payment of any such disputed charges shall be a condition precedent to the aforementioned agreement to submit such dispute to binding arbitration. Any arbitration resulting from this Section 802(a) shall be conducted in accordance with Section 802(b) hereof.

(b) Any arbitration conducted under this Agreement shall be conducted in accordance with Chapter 788, Wisconsin Statutes, as amended. The panel for the arbitration committee shall be appointed by the chief Judge of the judicial circuit in which the Contracting Municipality is located, shall be qualified in technical matters of Wastewater disposal, shall not exceed three in number, and shall not include any residents of the Service Region. It is agreed that the jurisdiction of any arbitration committee to make a binding decision under this Ordinance-Contract is limited only to the issue submitted to such arbitration committee, and that any awards and decisions shall be strictly limited to and controlled by the language of this Ordinance-Contract and the laws of the State of Wisconsin. All costs of arbitration hereunder shall be borne equally by the Commission and the Contracting Municipality.

Section 803. Remedies. Upon the occurrence of any Event of Default, except under Section 801(i) above, the provisions of this Ordinance-Contract may be enforced by any available remedy at law, in equity or by binding arbitration as provided in Section 802 above. The Commission shall have the power to levy fines for each day an Event or Default remains uncured in an amount pursuant to Section 1003 hereof. No remedy conferred upon or reserved to any party to this Ordinance-Contract is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy available to such party at law, in equity, by statute or by the terms of this Ordinance-Contract. No delay or omission to exercise any right or power accruing upon any Default or Event of Default shall impair any such right or power, or shall be construed to be a waiver of any such Default or Event of Default or

acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver of any Default or Event of Default hereunder shall extend to or shall affect any subsequent Default or Event of Default or shall impair any rights or remedies consequent thereon.

Section 804. Notice of Defaults. No Default under Paragraphs (i) and (ii) of Section 801 hereof shall become an Event of Default unless notice of such Default by registered or certified mail, return receipt requested, postage prepaid, shall be given to the Contracting Municipality in Default.

ARTICLE IX TERMINATION OF COMMISSION AND WITHDRAWAL OF CONTRACTING MUNICIPALITIES

Section 901. Termination of the Commission. The Commission may be terminated at any time upon the unanimous vote of all Contracting Municipalities; provided, that the Commission shall not be terminated: (i) if such termination would violate any EPA and/or DNR grant award, and (ii) unless all of its outstanding indebtedness shall have been paid in full or funds shall have been irrevocably set aside in an amount sufficient to pay such indebtedness in full, along with all interest accruing thereon and any other charges related thereto. Upon such termination, title to all assets owned by the Commission other than cash and marketable securities shall vest in all Contracting Municipalities, as tenants in-common, each having an undivided interest in such assets in direct proportion to its contribution to the construction or acquisition costs of such assets; and after all of the Commission's liabilities have been satisfied and provision has been made of the satisfaction of any and all of the Commission's contingent liabilities, all remaining cash and marketable securities of the Commission shall be paid and distributed to all Contracting Municipalities, or their successors or assigns, in shares equal to their proportionate share of assets other than cash and marketable securities. It is understood and agreed, between the initial Contracting Municipalities, that the Village of Fox Crossing (West Side) Waste Treatment Plant is being contributed to the Fox West Regional Sewerage Commission as part of the "Project" and "Regional System", at no cost to Contracting Municipalities. It is further understood and agreed, in the event of termination as provided for herein, the Waste Treatment Plant as contributed, shall revert to the ownership of the Village of Fox Crossing (West Side).

Section 902. Withdrawal of Contracting Municipalities. A Contracting Municipality may withdraw from this Ordinance Contract only by unanimous consent of the Contracting Municipalities.

ARTICLE X MISCELLANEOUS

Section 1001. Enforcement.

(a) On behalf of the Contracting Municipalities, the Commission will at all times, take all reasonable measures permitted by law to collect and enforce prompt payment to it of all charges and any and all other amounts prescribed, fixed, certified or charged by it in accordance with this Ordinance-Contract. If any payment or part thereof due to the Commission from any Contracting Municipality or User shall remain unpaid for thirty days following its due date, such Contracting Municipality or User shall be charged with and will pay to the Commission interest on the amount unpaid from its due date until paid at the rate of two percent (2%) per annum in excess of the prime interest rate as published in the Wall Street Journal rate section on the due date.

(b) Each Contracting Municipality agrees that it will make every reasonable effort to comply with the rules and regulations of the DNR and EPA.

(c) The Contracting Municipalities hereby agree to cooperate with one another to the extent necessary to implement the terms and purposes of this Ordinance-Contract; and each Contracting Municipality further agrees not to rescind this Ordinance-Contract nor to modify this Ordinance-Contract, without the prior written consent of all other Contracting Municipalities.

(d) **Cease and Desist Orders.** If it is determined by the Commission that any wastewater entering any Local Sewer System or the Regional System is in violation of this Ordinance-Contract, or any rule or regulation of the Commission, the Commission shall give written notice of such violation to the User or Contracting Municipality responsible for such violation, and if notice is given to a User, such notice shall also be sent to the Contracting Municipality within which such User is located. Such notice shall state the violation and shall order that such violation cease and desist within five (5) days after receipt of such notice. If the User or Contracting Municipality responsible for the violation fails to take corrective action within such five (5) day period (or to satisfactorily assure the Commission that corrective action will be taken within a time mutually agreed to by the Commission and such User or Contracting Municipality), the Commission may pursue any and all remedies available to the Contracting Municipalities at law or in equity to achieve compliance with the order. The Contracting Municipalities agree to cooperate with the Commission in pursuance of such remedies and to join in such proceedings as the Commission may request.

Section 1002. Abatement Procedures.

(a) Violation of any provision of these rules and regulations or any other rules or orders lawfully promulgated by the Fox West Regional Sewerage Commission is declared to be a Public Nuisance.

(b) No action shall be taken under this Ordinance to abate a Public Nuisance unless the Fox West Regional Sewerage Commission shall have inspected or caused to be inspected the premises where the nuisance is alleged to exist and shall have satisfied itself that a nuisance does in fact exist.

(c) **Summary Abatement.** If a representative of the Fox West Regional Sewerage Commission determines that a Public Nuisance exists within the boundaries of the Commission area of responsibility, the Fox West Regional Sewerage Commission may cause the same to be abated, and charge the cost thereof to the owner, occupant or person causing, permitting or maintaining the nuisance, as the case may be.

(d) **Abatement After Notice.** If the Fox West Regional Sewerage Commission determines that a Public Nuisance exists, the Fox West Regional Sewerage Commission shall serve notice on the person causing or maintaining the nuisance to remove the same within five (5) days. If such nuisance is not removed within such five (5) days, a proper official of the Fox West Regional Sewerage Commission shall cause the nuisance to be removed as provided for above, under Summary Abatement.

(e) **Other Methods Not Excluded.** Nothing in this Ordinance shall be construed as prohibiting the abatement of Public Nuisances by the Fox West Regional Sewerage Commission or its officials in accordance with the laws of the State of Wisconsin.

(f) **Court Order.** Except when necessary under Summary Abatement, above, the Fox West Regional Sewerage Commission shall not use force to obtain access to private property to abate a Public Nuisance, but shall request permission to enter upon private property if such premises are occupied, and if such permission is denied, shall apply to any Court having jurisdiction for an Order assisting the abatement of the nuisance.

(g) **Cost of Abatement.** In addition to any other penalty imposed under this Ordinance for the erections, contrivance, creation, continuance, or maintenance of a Public Nuisance, the cost of abating a Public Nuisance by the Fox West Regional Sewerage Commission shall be collected as a debt from the owner, occupant, or person causing, permitting, or maintaining the nuisance and such costs shall be collected by legal action, or with the permission and assistance of a Sanitary District, may be assessed against the real estate as a special charge.

(h) **Continued Violations.** Any person, partnership, or corporation, or any officer, agent, or employee thereof, who shall continue any violation beyond the aforesaid notice time limit provided, shall upon conviction thereof, be subject to the general penalty provisions under Subsection 1003, hereinafter.

Should a suspected violation of this Ordinance-Contract or the Commission's Sewer Use Ordinance be discovered by the Commission Plant Superintendent, his representative(s) or someone other than the Fox West Regional Sewerage Commission officials, the officials of the Fox West Regional Sewerage Commission shall be immediately notified and the procedure described above may be followed.

Section 1003. General Penalty Provision. Any person who shall violate any provision of this chapter or any rule, regulation or order made hereunder shall be subject to a penalty upon conviction as follows:

(a) Any person who shall violate this Ordinance Contract or any rule or regulation of the Fox West Regional Sewerage Commission adopted by the Contracting Municipalities shall, upon conviction thereof, forfeit not less than One Hundred Dollars (\$100.00) nor more than Ten Thousand Dollars (\$10,000.00) per day for each such violation together with the cost of prosecution. Each day of violation, of any provision hereunder, shall be considered a separate violation. In addition, any extraordinary expense paid or incurred by the Fox West Regional Sewerage Commission as a result of any such violation shall be reimbursed by the violator.

Section 1004. Certain Acts Not a Waiver. Acceptance of Wastewater with characteristics exceeding or violating any limit or restriction provided for, by or pursuant to this Ordinance-Contract in one or more instances of under one or more circumstances, shall not constitute a waiver of such limit or restriction or of any of the provisions of this Ordinance-Contract, and shall not in any way obligate the Commission thereafter to accept or make provisions for Wastewater delivered and discharged into the Regional System with characteristics exceeding or violating any such limit or restriction in any other instance or under any other circumstance.

Section 1005. Special Consents By Contracting Municipality. Whenever under the terms of this Ordinance-Contract, a Contracting Municipality is authorized to give its written consent, such consent, if given, shall be conclusively evidenced by a copy of a resolution adopted by its Governing Body, certified by its Clerk, under its seal.

Section 1006. Special Consents By Commission. Whenever under the terms of the Ordinance-Contract, the Commission is authorized to give its written consent, such consent, if given, shall be conclusively evidenced by a copy of a resolution adopted by the Commission, and certified by its Secretary.

Section 1007. Pledge or Assignments. The Commission may at any time assign or pledge for the benefit and security of the holders of bonds, notes, and other evidences of indebtedness heretofore or hereafter issued by the Commission, any of its rights under the provisions of this Ordinance-Contract to receive payments from any Contracting Municipality, and thereafter this Ordinance-Contract shall not be terminated, modified or

changed by the Commission or such Contracting Municipality except in the manner (if any) and subject to the conditions (if any) permitted by the terms and provisions of such assignment or pledge.

Section 1008. Ordinance Constitutes a Contract. This Ordinance-Contract shall constitute a contract by and between the Contracting Municipalities and the Limited Contracting Municipalities who have adopted it, and shall be in full force and effect and be legally binding upon the Contracting Municipalities and Limited Contracting Municipalities, who have adopted it, and their respective successors and assigns, from and after the date of adoption of any and all ordinances and resolutions of adoption, by all Contracting Municipalities and Limited Contracting Municipalities, pursuant to signature pages hereinafter.

Section 1009. Prior Ordinances or Resolutions. All prior ordinances or resolutions or portions thereof which conflict with this Ordinance-Contract are hereby repealed.

Section 1010. Severability. If any provisions of this Ordinance-Contract shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or Sections in this Ordinance-Contract contained, shall not affect the remaining portions of this Ordinance-Contract, or any part thereof.

Section 1011. Notices. All notices or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by certified or registered mail, postage prepaid, or by prepaid telegram, addressed as follows:

If to the Commission:	Fox West Regional Sewerage Commission Attention: Superintendent 1965 W. Butte Des Morts Beach Road Neenah, WI 54956
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If to the Contracting Municipality:	Town of Grand Chute Sanitary District No. 2 1900 W. Grand Chute Boulevard Grand Chute, WI 54913
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Village of Fox Crossing
2000 Municipal Drive
Neenah, WI 54956

Town of Greenville Sanitary District #1
W6860 Parkview Drive
Greenville, WI 54942

Town of Clayton Sanitary District No. 1
8348 County Road T
Larsen, WI 54957

If to the
Limited
Contracting
Municipality:

Town of Grand Chute
1900 W. Grand Chute Boulevard
Grand Chute, WI 54913

Town of Greenville
W6860 Parkview Drive
Greenville, WI 54942

Town of Clayton
8348 County Road T
Larsen, WI 54957

Any Contracting Municipality, and Limited Contracting Municipality, and the Commission may, by notice given pursuant to this Section, designate any further or different addresses to which subsequent notices or communications are to be sent.

IN WITNESS WHEREOF, the Contracting Municipalities have caused their respective corporate seals to be hereunto affixed and attested and these present are to be signed by their respective officers duly authorized and this Ordinance-Contract to be dated as of , 2020, the last date of revision. Passed and adopted by the Governing Body of the Town of Grand Chute Sanitary District No. 2 on this _____ day __, 2020.

Published this _____ day of _____, 2020.

TOWN OF GRAND CHUTE SANITARY DISTRICT NO. 2:

By: _____
David A. Schowalter, President

ATTEST:

By: _____
Angie Cain, Town Clerk

Passed and adopted by the Governing Body of the Village of Fox Crossing on this day of _____, 2020.

Published this ____ day of _____, 2020.

VILLAGE OF FOX CROSSING:

By: _____
Dale A. Youngquist, Village President

ATTEST:

By: _____
Darla M. Fink, Village Clerk

Passed and adopted by the Governing Body of the Town of Greenville Sanitary District #1 on this _____ day of _____, 2020.

Published this _____ day of _____, 2020.

TOWN OF GREENVILLE SANITARY DISTRICT #1:

By: _____
Jack Anderson, President

ATTEST:

By: _____
Wendy Helgeson, Secretary

Passed and adopted by the Governing Body of the Town of Clayton Sanitary District No. 1 on this 3RD day of FEB, 2020.

Published this 4TH day of FEB, 2020.

TOWN OF CLAYTON SANITARY DISTRICT NO. 1:

By: 
Russell Geise, Chairman


ATTEST:

By: 
Holly Stevens, Secretary

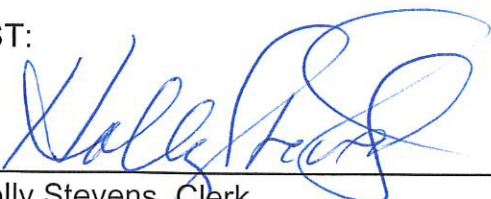
Passed and adopted by the Governing Body of the Town of Clayton on this 3RD day FEBRUARY, 2020.

Published this 4TH day of FEB, 2020.

TOWN OF CLAYTON:

By: 
Russ Geise, Chairman

ATTEST:

By: 
Holly Stevens, Clerk

IN WITNESS WHEREOF, the Limited Contracting Municipalities have caused their respective corporate seals to be hereunto affixed and attested and these present are to be signed by their respective officers duly authorized and this Ordinance-Contract to be dated as of _____, 2005, the last date of revision.

Passed and adopted by the Governing Body of the Town of Grand Chute on this _____ day of _____, 2020.

Published this _____ day of _____, 20.

TOWN OF GRAND CHUTE

By: _____
David A. Schowalter, Town Chairman

ATTEST:

By: _____
Angie Cain, Town Clerk

Passed and adopted by the Governing Body of the Town of Greenville on this _____ day of _____, 2020.

Published this _____ day of _____, 2020.

TOWN OF GREENVILLE:

By: _____
Jack Anderson, Town Chair

ATTEST:

By: _____
Joel Gregozeski, Town Administrator

TOWN OF GRAND CHUTE

RESOLUTION - SERIES OF 2020

RESOLVED, by the Town Board of Supervisors for the Town of Grand Chute:

1. That the Town of Grand Chute, as a public body politic and corporate, created pursuant to Wisconsin Charter and Wisconsin Statutes, as a Limited Contracting Municipality, does hereby adopt the "Fox West Regional Sewerage Commission" Ordinance-Contract, a copy of which is attached hereto.

2. That the Town Chairman and Town Clerk, for the Town of Grand Chute, be and they hereby are empowered to execute the "Fox West Regional Sewerage Commission" Ordinance-Contract, as and for the act and deed of the Township.

Date introduced, approved and adopted: _____ **TOWN
OF GRAND CHUTE:**

By: _____
David A. Schowalter, Town Chairman

By: _____
Angie Cain, Town Clerk

Number voted for: _____

Number voted against: _____

SANITARY DISTRICT RESOLUTION

Town of Grand Chute Sanitary District No. 2

RESOLUTION - SERIES OF 2020

RESOLVED, that the Town of Grand Chute Sanitary District No. 2, a public body politic and corporate, created as a Town Sanitary District pursuant to Wisconsin Statutes, does hereby adopt the "Fox West Regional Sewerage Commission" Ordinance-Contract, a copy of which is attached hereto.

FURTHER RESOLVED, that the President and Town Clerk of this Sanitary District be, and they hereby are, empowered to execute on behalf of this Sanitary District, the "Fox West Regional Sewerage Commission" Ordinance-Contract, as and for the act and deed of this Sanitary District.

Date introduced, approved and adopted: _____

TOWN OF GRAND CHUTE SANITARY DISTRICT NO. 2:

By: _____
David A. Schowalter, President

ATTEST:

By: _____
Angie Cain, Town Clerk

Number voted for: _____

Number voted against: _____

The undersigned, as Town Sanitary District Secretary or as Town Clerk, does hereby certify that the attached Resolution on behalf of the Sanitary District or the Town is a duplicate original, in all respects, and was duly authorized and passed at a regular meeting of the Sanitary District or Town, duly called and held; that the undersigned is the Custodian of all books and records of the Sanitary District or Town, and has compared the duplicate original Resolution, Series of 2020, attached, with the original on file and finds it, in all respects, to be a true and duplicate copy thereof.

Dated this __ day of _____, 2020.

Angie Cain, Town Clerk

CERTIFICATE OF AUTHENTICITY

VILLAGE OF FOX CROSSING

RESOLUTION SERIES 2020

RESOLVED, by the Town Board of Supervisors for the Village of Fox Crossing:

1. That the Village of Fox Crossing, as a municipal corporation, created pursuant to Charter Ordinance and Wisconsin Statutes, as a Limited Contracting Municipality, does hereby adopt the "Fox West Regional Sewerage Commission" Ordinance-Contract, a copy of which is attached hereto.

2. That the Village President and Village Clerk, for the Village of Fox Crossing, be and they hereby are empowered to execute the "Fox West Regional Sewerage Commission" Ordinance-Contract, as and for the act and deed of the Township.

Date introduced, approved and adopted: _____

VILLAGE OF FOX CROSSING:

By: _____
Dale A. Youngquist, President

By: _____
Darla M. Fink, Village Clerk

Number voted for: _____

Number voted against: _____

The undersigned, as Village Clerk of the Village of Fox Crossing, does hereby certify that the attached Resolution on behalf of the Village is a duplicate original, in all respects, and was duly authorized and passed at a regular meeting of the Village of Fox Crossing, duly called and held; that the undersigned is the Custodian of all books and records of the Village, and has compared the duplicate original Resolution, Series of 2020, attached, with the original on file and finds it, in all respects, to be a true and duplicate copy thereof. Dated this ___ day of _____, 2020.

Darla M. Fink, Village Clerk

TOWN OF GREENVILLE RESOLUTION - SERIES OF 2020

RESOLVED, by the Town Board of Supervisors for the Town of Greenville:

1. That the Town of Greenville, as a public body politic and corporate, created pursuant to Wisconsin Charter and Wisconsin Statutes, as a Limited Contracting Municipality, does hereby adopt the "Fox West Regional Sewerage Commission" Ordinance-Contract, a copy of which is attached hereto.

2. That the Town Chairman and Town Clerk, for the Town of Greenville, be and they hereby are empowered to execute the "Fox West Regional Sewerage Commission" Ordinance-Contract, as and for the act and deed of the Township.

Date introduced, approved and adopted: _____

TOWN OF GREENVILLE:

By: _____
Jack Anderson, Town Chair

By: _____
Joel Gregozeski, Town Administrator

Number voted for: _____

Number voted against: _____

SANITARY DISTRICT RESOLUTION

Town of Greenville Sanitary District #1

RESOLUTION - SERIES OF 2020

RESOLVED, that the Town of Greenville Sanitary District #1, a public body politic and corporate, created as a Town Sanitary District pursuant to Wisconsin Statutes, does hereby adopt the "Fox West Regional Sewerage Commission" Ordinance-Contract, a copy of which is attached hereto.

FURTHER RESOLVED, that the President and Secretary of this Sanitary District be, and they hereby are, empowered to execute on behalf of this Sanitary District, the "Fox West Regional Sewerage Commission" Ordinance-Contract, as and for the act and deed of this Sanitary District.

Date introduced, approved and adopted: _____

TOWN OF GREENVILLE SANITARY DISTRICT #1:

By: _____
Jack Anderson, President

ATTEST:

By: _____
Wendy Helgeson, Secretary

Number voted for: _____

Number voted against: _____

CERTIFICATE OF AUTHENTICITY

The undersigned, as Town Sanitary District Secretary or as Town Clerk, does hereby certify that the attached Resolution on behalf of the Sanitary District or the Town is a duplicate original, in all respects, and was duly authorized and passed at a Regular Meeting of the Sanitary District or Town, duly called and held; that the undersigned is the Custodian of all books and records of the Sanitary District or Town, and has compared the duplicate original Resolution, Series of 2020, attached, with the original on file and finds it, in all respects, to be a true and duplicate copy thereof.

Dated this _____ day of _____, 2020.

Jack Anderson, Town Chair

TOWN OF CLAYTON

RESOLUTION No. 2021-001

RESOLVED, by the Town Board of Supervisors for the Town of Clayton:

1. That the Town of Clayton, as a public body politic and corporate, created pursuant to Wisconsin Charter and Wisconsin Statutes, as a Limited Contracting Municipality, does hereby adopt the "Fox West Regional Sewerage Commission" Ordinance-Contract, a copy of which is attached hereto.

2. That the Town Chairman and Town Clerk, for the Town of Clayton, be and they hereby are empowered to execute the "Fox West Regional Sewerage Commission" Ordinance-Contract, as and for the act and deed of the Township.

Date introduced, approved and adopted: FEB 3, 2021

TOWN OF CLAYTON:

By: 
Russ Geise, Town Chairman

By: 
Holly Stevens, Clerk

Number voted for:

4

Number voted against:

0

ABSENT:

1

TOWN OF CLAYTON SANITARY DISTRICT NO. 1
CLAYTON SANITARY DISTRICT RESOLUTION 2021-001

RESOLVED, that the Town of Clayton Sanitary District No. 1, a public body politic and corporate, created as a Town Sanitary District pursuant to Wisconsin Statutes, does hereby adopt the "Fox West Regional Sewerage Commission" Ordinance-Contract, a copy of which is attached hereto.

FURTHER RESOLVED, that the President and Secretary of this Sanitary District be, and they hereby are, empowered to execute on behalf of this Sanitary District, the "Fox West Regional Sewerage Commission" Ordinance-Contract, as and for the act and deed of this Sanitary District.

Date introduced, approved and adopted: FEBRUARY 3, 2021

TOWN OF CLAYTON SANITARY DISTRICT NO. 1:

By: 

Russ Geise, Chairman

ATTEST:

By: 
Holly Stevens, Town Clerk

Number voted for:

4

Number voted against:

0

ABSENT:

1

CERTIFICATE OF AUTHENTICITY

The undersigned, as Town Sanitary District Secretary or as Town Clerk, does hereby certify that the attached Resolution on behalf of the Town of Clayton Sanitary District No. 1 or the Town is a duplicate original, in all respects, and was duly authorized and passed at a Regular Meeting of the Sanitary District or Town, duly called and held; that the undersigned is the Custodian of all books and records of the Sanitary District or Town, and has compared the duplicate original Resolution, Series of 2020, attached, with the original on file and finds it, in all respects, to be a true and duplicate copy thereof.

Dated this 3RD day of FEBRUARY, 2020.



Holly Stevens, Town Clerk