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

This Agreement entered into this 24th day of August, 2020, between the Town of Lisbon, "Town", organized and existing under the laws of the State of Wisconsin, and the Village of Sussex, the "Village", a municipal corporation organized and existing under the laws of the State of Wisconsin.

WHEREAS, the Town and the Village (herein collectively the "Parties"), in accordance with the provisions of Sec. 66.0225, Wis. Stats., entered into a "Boundary Stipulation and Intergovernmental Cooperation Agreement" on January 22, 2001 (herein the "2001 IGA"); and,

WHEREAS, pursuant to the provisions of Sec. 66.0225, Wis. Stats., the 2001 IGA was submitted to the Circuit Court of Waukesha County (Case No. 99-CV-2407) and the Court, upon the request of the Parties, entered a Judgment on March 12, 2001 approving the 2001 IGA and incorporating the terms of the 2001 IGA into the Court's Judgment (herein the "Judgment"); and,

WHEREAS, the Parties desire to terminate the 2001 IGA and petition the Court for entry of an Order satisfying the Judgment; and,

WHEREAS, Wis. stats. section 66.0301(6)(a) provides any two municipalities whose boundaries are immediately adjacent at any point may enter into a written agreement determining all or a portion of a common boundary line between the municipalities; and,

WHEREAS, prior to requesting satisfaction of the Judgment, the Parties desire to enter into a new Boundary Agreement and Intermunicipal Agreement in accordance with the provisions of Sec. 66.0301, Wis. Stats., the purpose of which is to permanently establish boundaries between the Town and Village, provide the extension of municipal services, and address other matters of mutual interest between the Parties; and,

WHEREAS, the Parties have previously entered into agreements related to the extension of utility services by the Village to the Town and Town of Lisbon Sanitary District No. 1 (herein the "Utility Agreements"), which agreements are identified in more detail herein; and,

WHEREAS, the Town and Village intend that the terms of this Agreement shall supersede the prior Utility Agreements as provided herein; and,

WHEREAS, Wis. stats. section 66.0301(6)(c) provides that before this Agreement may take effect, it must be approved by the governing body of each municipality by the adoption of a resolution and before each municipality may adopt a resolution, a public hearing on the agreement must be held after due notice; and,

WHEREAS, on the 23rd day of July, 2020, after due notice at joint public hearing, this Boundary Stipulation and Intermunicipal Agreement between the Town of Lisbon and the Village of Sussex was approved by the Town Board and by the Village Board;

NOW, THEREFORE, in consideration of the mutual promises herein stated, relief from the uncertainty and expense of litigation, and other good and valuable consideration, receipt and sufficiency of which is acknowledged, and under Wis. stats. section 66.0301, the Parties agree as follows:

I. TERMINATION OF THE 2001 IGA.

The 2001 IGA is terminated, and the terms, conditions and obligations imposed upon are required of both Parties under the terms of the 2001 IGA are no longer in force and effect. The Parties shall jointly petition the Circuit Court of Waukesha County for entry of an Order satisfying the Judgment which approved and adopted the 2001 IGA.

II. VILLAGE GROWTH AREA.

A. The Parties have identified certain territory within the Town, and referred to herein as the Village Growth Area ("VGA") which territory is described and depicted on **Exhibit C** which is appended hereto and incorporated herein by reference. All territory within the VGA shall be detached from the Town and transferred to the Village. The transfer of these territories from the Town may occur by annexation or detachment as provided herein.

Pursuant to the provisions of Sec. 66.0301(6)(b), Wis. Stats., any lands within the VGA as of the incorporation of the Town, or July 22, 2030, shall be detached from the Town and attached to the Village, which event is referred to herein as the "VGA Sunset". The attachment of the lands within the VGA which remain in the Town as of the occurrence of the event which triggers the VGA Sunset shall be accomplished by the enactment of an

Ordinance by the governing body of the Village in accordance with the provisions of Sec. 66.0301(6)(e), Wis. Stats.

B. It is the intent of the Parties to encourage the detachment of the VGA from the Town prior to the VGA Sunset date, and accordingly, the Town shall not permit development or division of individual parcels within the VGA. Upon occurrence of any of the following events, the Town and Village shall adopt detachment ordinances transferring jurisdiction of the individual parcels from the Town to the Village upon the occurrence of any of the following events:

1. The owners' request of each individual parcel to be attached the village.

2. Any land division, or the combination of individual parcels of land whether the land division or land combination occurs by certified survey map, subdivision plat, mete and bounds legal description, deed, judgment, or any other method accomplishing the same.

3. Request of any property owner for the extension of any Village service, including but not limited to sanitary sewer and water service.

4. The development of any parcel. As used herein, the term "Development" shall include any request for rezoning, application for issuance or modification of a Conditional Use or Special Use Permit, application for any Use Variance, Site Plan or Plan of Operation, the approval of which is required under the Town Zoning Code for any change of use of the Parcel.

5. Any structural improvement to the Property, the estimated fair market value of which is five thousand dollars ($5,000.00) or more.

C. Before the VGA Sunset, or upon the occurrence of an event requiring the detachment of a Parcel as provided in paragraph B above, the Village shall enact an Ordinance attaching the Parcel or Parcels to the Village, and shall provide the Town with a copy of the Attachment Ordinance. The Town, within forty-five (45) days of the receipt of the Village Attachment Ordinance, enact a similar Ordinance detaching the Parcel or Parcels from the Town, and shall provide the Village with the Detachment Ordinance. The Village Clerk shall thereafter file, record and send copies of the Attachment and Detachment Ordinances and any other required documentation, in accordance with the provisions of Sec. 66.02217(9)(a), Wis. Stats. The failure to file, record or send all of the information required

by Sec. 66.02217(9)(a), Wis. Stats., shall not invalidate the Attachment/Detachment Ordinance, and the duty to file and record the same shall be a continuing duty. The Village shall not be obligated to pay to the Town any share of the property tax related to parcels attached to the Village pursuant to the provisions of Sec. 66.02217(9)(a), Wis. Stats.

III. ESTABLISHMENT OF PERMANENT BOUNDARY BETWEEN TOWN AND VILLAGE.

Pursuant to the provisions of Sec. 66.0301(6)(b), Wis. Stats., the boundaries established by this Agreement shall remain be permanent and fixed boundaries of both the Town and the Village. The permanent and fixed boundaries of the Village, including the VGA, are described and depicted on **Exhibit A**. The permanent and fixed boundaries of the Town are depicted and described on **Exhibit B**.

IV. INCORPORATION OF THE TOWN

The Village shall henceforth support the incorporation of the Town as an incorporated municipality which shall include the permanent and fixed boundaries of the Town as depicted on **Exhibit B**. Such support shall include, but not be limited to, communications by the Village to the Department of Administration that the Village supports any incorporation proceeding which incorporates the permanent and fixed boundaries of the Town as described herein. Notwithstanding anything contained herein to the contrary, the obligation and commitment by the Village as set forth in this section shall survive termination of this Agreement.

V. DESIGN CRITERIA IN "VILLAGE GATEWAY" AREAS OF THE TOWN.

There are four (4) "Village Gateway" areas that are, and will continue, to be located within the Town. The Village Gateway areas are depicted on **Exhibit D**.

The Parties agree that the design standards set forth in **Exhibit E** of this Agreement (the "Design Standards") shall, at all times, apply to all development and redevelopment within the Village Gateway areas, commencing upon the effective date of this Agreement, and continuing through the termination of this Agreement. The Design Standards shall not be altered, amended or changed without the written approval of both Parties.

Upon receipt of any development or redevelopment proposal within the Village Gateway area, the proposal shall first be submitted to the Town Plan Commission for review and comment, and a

determination as to whether the proposal complies with the Design Standards. The Town Plan Commission's determination, which shall be reduced to writing, shall be provided to the Village for review and comment. The Village shall review the determination for the purpose of determining whether the proposal complies with the Design Standards, and within thirty (30) days of the receipt of the determination, notify the Town Plan Commission of any reason or reasons that the Village concludes the proposal does not meet some or all of the Design Standards. The Village's failure to respond, in writing, within thirty (30) days of the receipt of the determination shall constitute a waiver of the Village's rights hereunder.

In the event the Village determines that the proposal fails to meet the Design Standards, the response of the Village shall identify the deficiency in the proposal with specificity. The Town Board shall review the Village's determination, and either adopt the Village's determination or otherwise meet with the Village to reconcile any differences. If the Town does not adopt the Village's determination, or if the differences are not reconciled, then the issue of whether the proposal complies with the Design Standards shall be submitted to the Waukesha County Department of Parks and Planning, or a competent third-party to determine whether the proposal complies with the Design Standards, or alternatively, what modifications of the proposal are required in order to comply with the Design Standards. The decision of the Waukesha County Department of Parks and Planning, or the competent third-party, shall be binding and final upon both parties.

VI. UTILITIES.

A. Sewer. The Village shall provide sewer service to all areas of the Town designated in the "Agreement for the Conveyance of Wastewater" attached as **Exhibit F** under terms thereof. The terms of the Agreement for Conveyance of Wastewater shall survive the termination of this Agreement.

B. Water. The Village shall provide water service to all areas of the Town designated in the "Agreement for the Provision of Water Service" attached as **Exhibit G** under terms thereof. The terms of the Agreement for the Provision of Water Service shall survive the termination of this Agreement.

VII. WAIVER OF EXTRATERRITORIAL PLAT APPROVAL AND ZONING AUTHORITY.

A. Land Division. The Village, effective as of the execution of this Agreement, waives extraterritorial plat approval rights otherwise afforded the Village pursuant to the provisions

of Sec. 236.10, Wis. Stats. This waiver extends to land divisions for which either plats or Certified Survey Maps are required pursuant to the provisions of Chapter 236, Wis. Stats., or any Ordinance enacted under the authority granted by Chapter 236, Wis. Stats.

B. Zoning. The Village, effective as of the execution of this Agreement, waives the right to exercise extraterritorial zoning authority granted the Village pursuant to Sec. 62.23(7a), Wis. Stats. as such authority would extend to lands located within the permanent and fixed boundaries of the Town as described in this Agreement. The Village also waives the right to extend the Village of Sussex Comprehensive Plan to those areas within the permanent fixed boundaries of the Town which authority is granted pursuant to the provisions of Sec. 66.23(2) or (3), Wis. Stats., as well as Sec. 59.69(1), Wis. Stats.

VIII. SUCCESSOR.

The enforceability of this Agreement shall not be affected by statutory amendments, changes in the forms of village or town government, or changes in elected officials. The parties agree that this Agreement is binding upon their respective successors, agents and employees, specifically including an incorporated Town of Lisbon.

IX. NON-SEVERABILITY.

It is agreed that the terms and provisions of this Agreement are interdependent, and that if any material part of this Agreement is held by a Court of competent jurisdiction to be invalid or ineffective, or if for any other reason this Agreement does not become effective, then the parties shall adopt, approve and submit to the Department of Administration for review and approval, a Boundary Agreement in accordance with the provisions of Section 66.0307, Wis. Stats., which Boundary Agreement shall incorporate all material terms and conditions of this Agreement.

DATED THIS 8th DAY OF September, 2020

VILLAGE OF SUSSEX

By: _____
Anthony LeDonne, Village President

Attest:

By: _____
Sam Liebert, Village Clerk

DATED THIS 24th DAY OF August, 2020

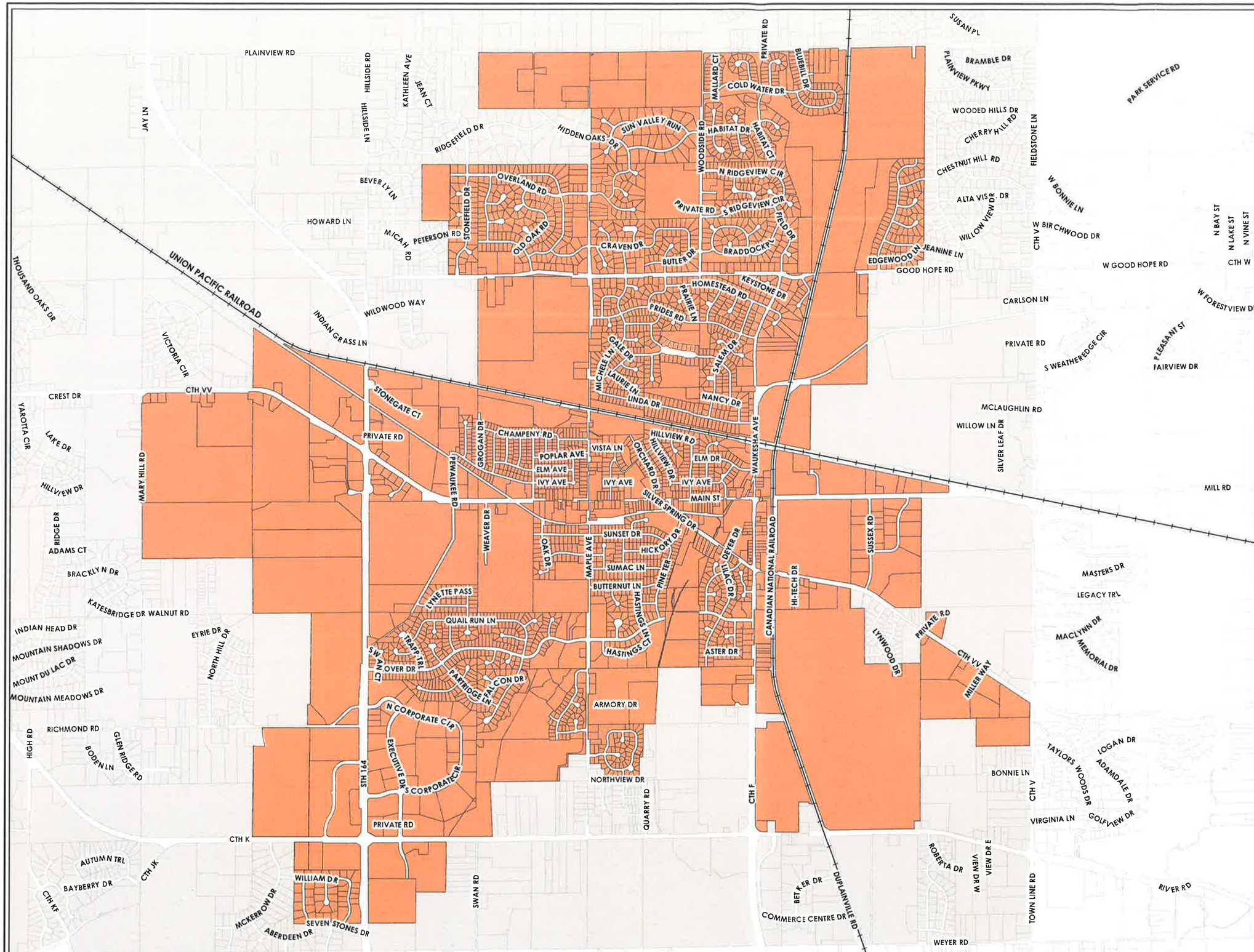
TOWN OF LISBON

By: _____
Joseph Osterman, Town Chairman

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

EXHIBIT A	MAP DEPICTING AND DESCRIBING THE PERMANENT FIXED BOUNDARIES OF THE VILLAGE PURSUANT TO THE BOUNDARY STIPULATION AGREEMENT.
EXHIBIT B	MAP DEPICTING AND DESCRIBING THE PERMANENT FIXED BOUNDARIES OF THE TOWN PURSUANT TO THE BOUNDARY STIPULATION AGREEMENT.
EXHIBIT C	VILLAGE GROWTH AREA ("VGA")
EXHIBIT D	VILLAGE GATEWAY AREAS
EXHIBIT E	DESIGN STANDARDS FOR VILLAGE GATEWAY AREAS
EXHIBIT F	AGREEMENT FOR THE CONVEYANCE OF WASTEWATER
EXHIBIT G	AGREEMENT FOR THE PROVISION OF WATER SERVICE

Exhibit A
Village of Sussex
Future Permanent Boundaries

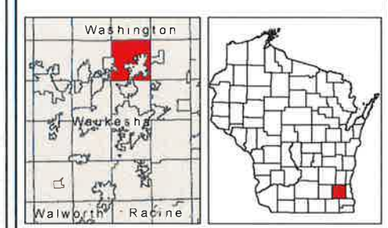


Railroads

Future Village of Sussex Parcels

Future Town of Lisbon Parcels

Other Municipal Parcels



Date Created:07/21/2020
Date Amended:

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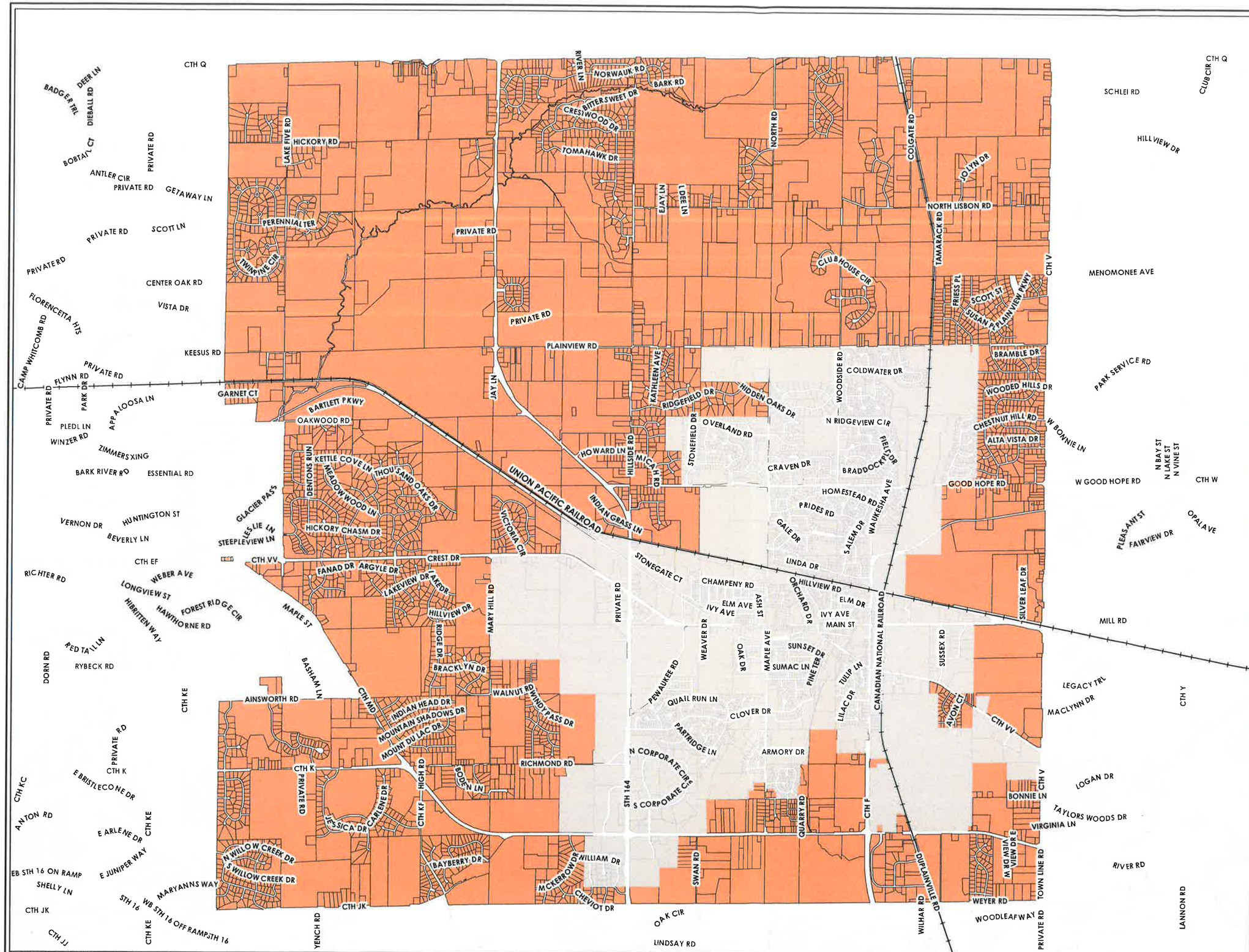
vierbicher
planners engineers advisors

REEDSBURG - MADISON - PRAIRIE DU CHIEN - MILWAUKEE METRO
N27 W23957 Paul Road, Suite 105, Pewaukee, WI 53072
Phone: (262) 875-5000 Fax: (608) 826-0530

File Path:I:\CorpClients\Lisbon, Town of\Boundary Map\Village of Sussex Permanent Boundaries.mxd

Data Sources: Waukesha County, Town of Lisbon

Exhibit B
Town of Lisbon
Future Permanent Boundaries



Railroads

Future Town of Lisbon Parcels

Future Village of Sussex Parcels

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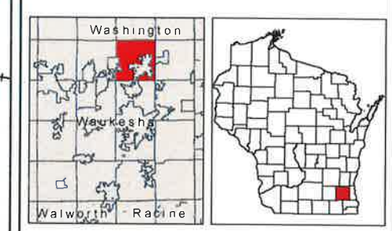

Date Created:07/21/2020
Date Amended:

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vierbicher
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REEDSBURG - MADISON - PRAIRIE DU CHIEN - MILWAUKEE METRO
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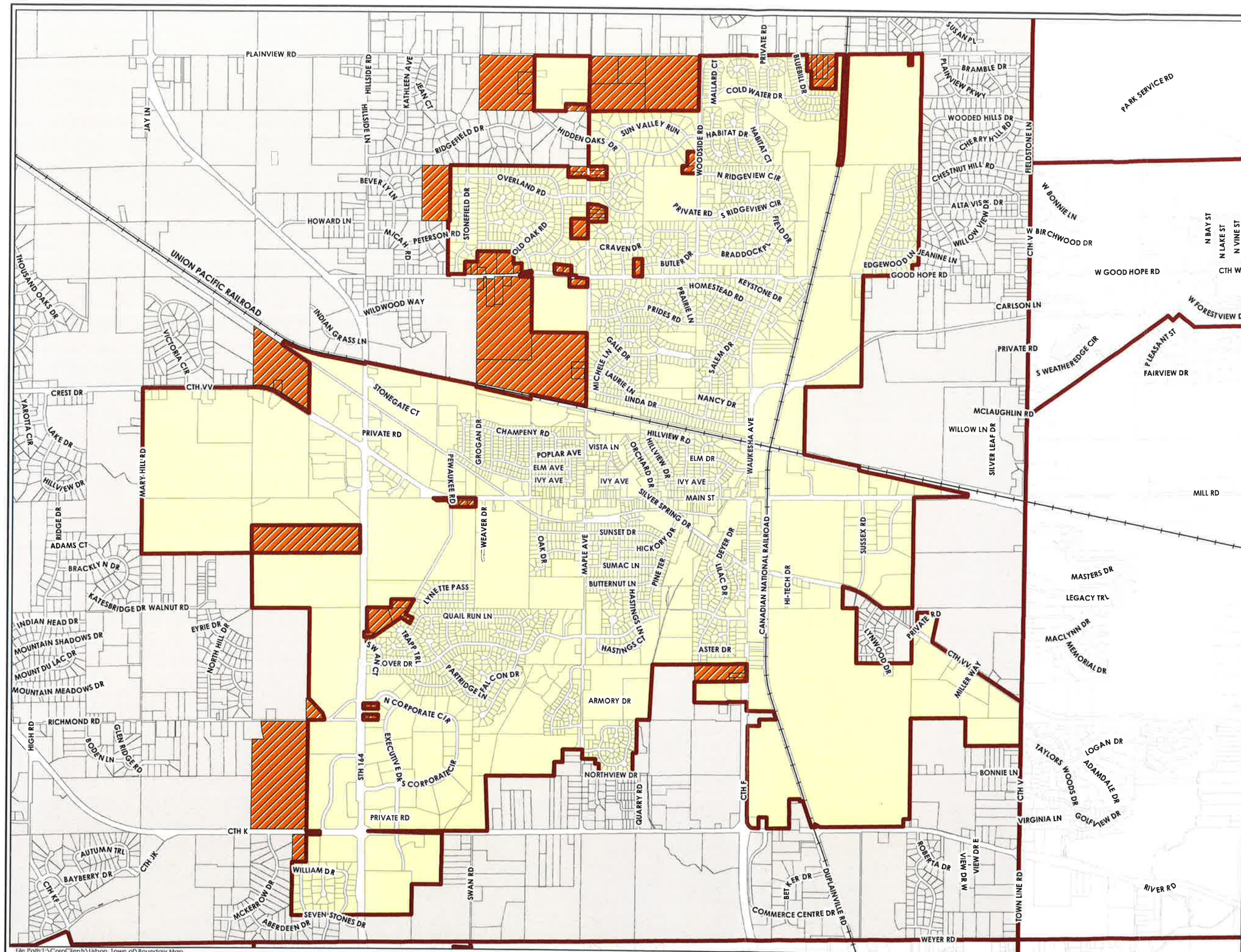
File Path:I:\CorpClients\Lisbon, Town of\Boundary Map

Data Sources: Vierbicher, Waukesha County, Town of Lisbon

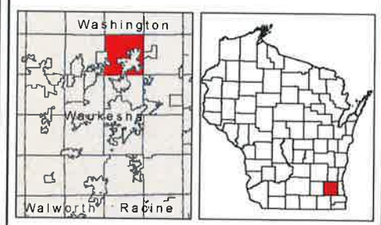
EXHIBIT C

UNIQUE TAX KEY COUNT	DATA SET	TAXKEY	SITE ADDRESS	PLACE NAME	OWNER NAME	POSTAL ADDRESS
1	DL_2020	LSBT0194992	N79W22983 PLAINVIEW RD	TOWN OF LISBON	KELVIN R KOBS	N79W22983 PLAINVIEW RD, LISBON, WI 530891610
2	DL_2020	LSBT0194993	N79W22959 PLAINVIEW RD	TOWN OF LISBON	MICHAEL WALSH AND TERESA WALSH	N79W22959 PLAINVIEW RD, LISBON, WI 53089
3	DL_2020	LSBT0194994	N79W22937 PLAINVIEW RD	TOWN OF LISBON	DONALD C HUTSON AND FERN M HUTSON	N79W22937 PLAINVIEW RD, SUSSEX, WI 53089
4	DL_2020	LSBT0194995	N79W22891 PLAINVIEW RD	TOWN OF LISBON	GORSKI LIVING TRUST	N79W22891 PLAINVIEW RD, LISBON, WI 53089
5	DL_2020	LSBT0194996	N79W22889 PLAINVIEW RD	TOWN OF LISBON	GARY G BOE AND MARJORIE M BOE	W220N7288 COVENTRY MEADOWS CT, SUSSEX, WI 530892375
6	DL_2020	LSBT0197998	N79W23011 PLAINVIEW RD	TOWN OF LISBON	CHARLES DAHM AND SANDRA DAHM	N79W23011 PLAINVIEW RD, LISBON, WI 53089
7	DL_2020	LSBT0198995	N79W23885 PLAIN VIEW RD	TOWN OF LISBON	COREY A SMITH	N79W23885 PLAIN VIEW RD, LISBON, WI 530891525
8	DL_2020	LSBT0198996	N79W23767 PLAIN VIEW RD	TOWN OF LISBON	WILLIAM PEREGO III AND PAMELA PEREGO	N79W23767 PLAINVIEW RD, LISBON, WI 53089
9	DL_2020	LSBT0198997001	W235N7617 WOODSIDE RD	TOWN OF LISBON	JOHN PLESE AND SHERYL PLESE	W235N7617 WOODSIDE RD, LISBON, WI 53089
10	DL_2020	LSBT0198998		TOWN OF LISBON	WILLIAM KUMPREY AND JUDY KUMPREY	4443 S 50TH ST, GREENFIELD, WI 53220
11	DL_2020	LSBT0198999	W235N7941 WOODSIDE RD	TOWN OF LISBON	JUDITH A MORTL REVOCABLE TRUST	W235N7941 WOODSIDE RD, LISBON, WI 53089
12	DL_2020	LSBT0199989	N72W23772 GOOD HOPE RD	TOWN OF LISBON	JAMES R SCHINNER AND DIANA CASPARY-SCHINNER	N72W23772 GOOD HOPE RD, LISBON, WI 53089
13	DL_2020	LSBT0199991	W239N7414 MAPLE AVE	TOWN OF LISBON	CURTIS R HACKBARTH AND SHARON M HACKBARTH	W239N7456 MAPLE AVE, SUSSEX, WI 530892039
14	DL_2020	LSBT0199992		TOWN OF LISBON	CURTIS R HACKBARTH AND SHARON M HACKBARTH	W239N7414 MAPLE AVE, LISBON, WI 53089
15	DL_2020	LSBT0199993		TOWN OF LISBON	CURTIS R HACKBARTH	W239N7456 MAPLE AVE, LISBON, WI 53089
16	DL_2020	LSBT0199994	W239N7456 MAPLE AVE	TOWN OF LISBON	CURTIS R HACKBARTH	W239N7456 MAPLE AVE, LISBON, WI 53089
17	DL_2020	LSBT0199995	W239N7562 MAPLE AVE	TOWN OF LISBON	RYAN P WEISTER	W239N7562 MAPLE AVE, LISBON, WI 530892041
18	DL_2020	LSBT0199996	W239N7574 MAPLE AVE	TOWN OF LISBON	LINDA M JOHNSON	W239N7574 MAPLE AVE, LISBON, WI 530892041
19	DL_2020	LSBT0199997	W239N7596 MAPLE AVE	TOWN OF LISBON	THOMAS NOVACEK AND STEPHANIE NOVACEK	W239N7596 MAPLE AVE, LISBON, WI 530892041
20	DL_2020	LSBT0199999001	W235N7585 WOODSIDE RD	TOWN OF LISBON	JASON H WEGNER AND TIFFANY A WEGNER	W235N7585 WOODSIDE RD, LISBON, WI 53089
21	DL_2020	LSBT0201998001	N79W24255 PLAINVIEW RD	TOWN OF LISBON	MARY REINHARD SIEGEL TRUST	2272 BRIANWOOD CT, DECATUR, GA 30033
22	DL_2020	LSBT0201998002	N79W24255 PLAINVIEW RD	TOWN OF LISBON	JEFFREY RITCHIE	N79W24255 PLAINVIEW RD, LISBON, WI 53089
23	DL_2020	LSBT0201999002	W240N7813 MAPLE AVE	TOWN OF LISBON	RICHARD F SCHMIDT AND CATHERINE M SCHMIDT	W240N7813 MAPLE AVE, LISBON, WI 530892046
24	DL_2020	LSBT0203993	N74W24659 LAUREN DR	TOWN OF LISBON	RICHARD A MERSKE	N74W24659 LAUREN DR, LISBON, WI 530895433
25	DL_2020	LSBT0203999002	N72W24516 GOOD HOPE RD	TOWN OF LISBON	JON KUZBA AND CHERI KUZBA	N72W24516 GOOD HOPE RD, LISBON, WI 53089
26	DL_2020	LSBT0203999003	N72W24540 GOOD HOPE RD	TOWN OF LISBON	JAMES BUSCHKE AND CARRIE BUSCHKE	N72W24540 GOOD HOPE RD, LISBON, WI 53089
27	DL_2020	LSBT0204993	N72W24130 GOOD HOPE RD	TOWN OF LISBON	THEODORE E DHEIN AND KRISTIN L DHEIN	N72W24130 GOOD HOPE RD, LISBON, WI 530891904
28	DL_2020	LSBT0204996	N72W24090 GOOD HOPE RD	TOWN OF LISBON	THOMAS NOWAK AND JOAN NOWAK	N72W24090 GOOD HOPE RD, LISBON, WI 530891902
29	DL_2020	LSBT0204997	N72W24474 GOOD HOPE RD	TOWN OF LISBON	JAMES RADTKE AND JULIE RADTKE	N72W24474 GOOD HOPE RD, LISBON, WI 530891933
30	DL_2020	LSBT0204998002	N72W24444 GOOD HOPE RD	TOWN OF LISBON	JOHN FUGARINO AND SANDRA L FUGARINO	N72W24444 GOOD HOPE RD, LISBON, WI 530891933
31	DL_2020	LSBT0204998003	N72W24360 GOOD HOPE RD	TOWN OF LISBON	ROBERT KLINGELHOETS AND S KLINGELHOETS	N72W24360 GOOD HOPE RD, LISBON, WI 53089
32	DL_2020	LSBT0204998004	W240N7375 MAPLE AVE	TOWN OF LISBON	CUDNOHOWSKI DEVELOPMENT LLC	W240N7375 MAPLE AVE, LISBON, WI 53089
33	DL_2020	LSBT0204998005	N72W24320 GOOD HOPE RD	TOWN OF LISBON	JAMES R SCHNEIDER AND LORI L SCHNEIDER	N72W24320 GOOD HOPE RD, LISBON, WI 53089
34	DL_2020	LSBT0204999002	W240N7595 MAPLE AVE	TOWN OF LISBON	PHILIP J REEVES	W240N7595 MAPLE AVE, LISBON, WI 530892040
35	DL_2020	LSBT0204999003	W240N7571 MAPLE AVE	TOWN OF LISBON	JOHN SCHULTE AND KATHLEEN SCHULTE	W240N7571 MAPLE AVE, LISBON, WI 53089
36	DL_2020	LSBT0225997	N68W25422 SILVER SPRING DR	TOWN OF LISBON	SHAWN S ZABEL	N68W25422 SILVER SPRING DR, LISBON, WI 53089
37	DL_2020	LSBT0225998004	N68W25424 SILVER SPRING DR	TOWN OF LISBON	GORDON S RANKIN AND MAHALA B RANKIN	W156N4881 PILGRIM RD, MENOMONEE FALLS, WI 530516920
38	DL_2020	LSBT0229992	W240N7181 MAPLE AVE	TOWN OF LISBON	ALAN SCHMACKLE AND CHERIE SCHMACKLE	W240N7181 MAPLE AVE, LISBON, WI 53089
39	DL_2020	LSBT0229994	W240N6859 MAPLE AVE	TOWN OF LISBON	JAMI MARIE VODICKA AND ANTHONY MICHAEL VODICKA	W240N6859 MAPLE AVE, LISBON, WI 530892613
40	DL_2020	LSBT0229995	N71W24397 GOOD HOPE RD	TOWN OF LISBON	RONALD L SATHER	N71W24397 GOOD HOPE RD, LISBON, WI 53089
41	DL_2020	LSBT0229996		TOWN OF LISBON	URBANSCAPE DEVELOPMENT LLC	W245N4837 SWAN RD, PEWAUKEE, WI 530721401
42	DL_2020	LSBT0229996001	W240N6881 MAPLE AVE	TOWN OF LISBON	MICHAEL TETZLAFF AND NANCY E TETZLAFF	W240N6881 MAPLE AVE, LISBON, WI 53089
43	DL_2020	LSBT0229997		TOWN OF LISBON	URBANSCAPE DEVELOPMENT LLC	W245N4837 SWAN RD, PEWAUKEE, WI 53072
44	DL_2020	LSBT0229998		TOWN OF LISBON	URBANSCAPE DEVELOPMENT LLC	W245N4837 SWAN RD, PEWAUKEE, WI 53072
45	DL_2020	LSBT0229998001	N71W24433 GOOD HOPE RD	TOWN OF LISBON	THE JOHN S BINDER AND MARY E BINDER JOINT	N71W24433 GOOD HOPE RD, LISBON, WI 530891934
46	DL_2020	LSBT0229998002	N71W24477 GOOD HOPE RD	TOWN OF LISBON	JOHN SZAFRANSKI AND THERESA SZAFRANSKI	N71W24477 GOOD HOPE RD, LISBON, WI 53089
47	DL_2020	LSBT0248980	W233N5721 WAUKESHA AVE	TOWN OF LISBON	PAULS ACRES LLC	N56W23418 MITCHELL LN, SUSSEX, WI 53089
48	DL_2020	LSBT0248981		TOWN OF LISBON	JKO ENTERPRISES LLC	W345N5764 ROAD G, OCONOMOWOC, WI 53066
49	DL_2020	LSBT0248983005		TOWN OF LISBON	PAUL ACRES LLC	N56W23418 MITCHELL LN, SUSSEX, WI 53089
50	DL_2020	LSBT0250993	W247N6021 PEWAUKEE RD	TOWN OF LISBON	BRIAN J RUFFING AND JILL C RUFFING	N60W24603 ROCKY HOLLOW PASS, SUSSEX, WI 53089
51	DL_2020	LSBT0250997	N63W24535 SILVER SPRING DR	TOWN OF LISBON	JODI L MARX	N63W24535 SILVER SPRING DR, LISBON, WI 530892641
52	DL_2020	LSBT0250998	N63W24577 SILVER SPRING DR	TOWN OF LISBON	RICHARD A STONE	PO BOX 103, SUSSEX, WI 53089
53	DL_2020	LSBT0250999	N63W24511 SILVER SPRING DR	TOWN OF LISBON	JOHN ANTHONY AND LISA ANTHONY	N63W24511 SILVER SPRING DR, LISBON, WI 530892641
54	DL_2020	LSBT0251991	W249N5608 STATE ROAD 164	TOWN OF LISBON	STEVEN WILDE AND KARA WILDE	W249N5608 STATE ROAD 164, LISBON, WI 53089
55	DL_2020	LSBT0251993	W249N5662 STATE ROAD 164	TOWN OF LISBON	DENNIS BARNES AND JANICE BARNES	W249N5662 STATE ROAD 164, LISBON, WI 53089
56	DL_2020	LSBT0251995		TOWN OF LISBON	WAUKESHA COUNTY AND PARKS & LAND USE	515 W MORELAND BLVD ROOM AC148, WAUKESHA, WI 53188
57	DL_2020	LSBT0251996	W249N5935 PEWAUKEE RD	TOWN OF LISBON	WANDA B PULVERMACHER REVOCABLE TRUST	825 BASSWOOD ST, HOFFMAN ESTATES, IL 601694416
58	DL_2020	LSBT0251997	W247N6063 PEWAUKEE RD	TOWN OF LISBON	RACHEL BERNICE SHIMMIN	2808 MADISON ST UNIT C, WAUKESHA, WI 531884567
59	DL_2020	LSBT0251998	W247N6002 PEWAUKEE RD	TOWN OF LISBON	ALLEN EBEL AND BARBARA EBEL	W247N6002 PEWAUKEE RD, LISBON, WI 53089
60	DL_2020	LSBT0253998		TOWN OF LISBON	PAUL JR & SANDRA BOBROWITZ REVOCABLE TRUST	N93W29174 WOODCHUCK WAY, COLGATE, WI 53017

Village of Sussex Growth Area Map (VGA)



Current Village Boundary
Railroads
Future Growth Parcels
Current Sussex Parcels
Current Lisbon Parcels
Other Municipal Parcels



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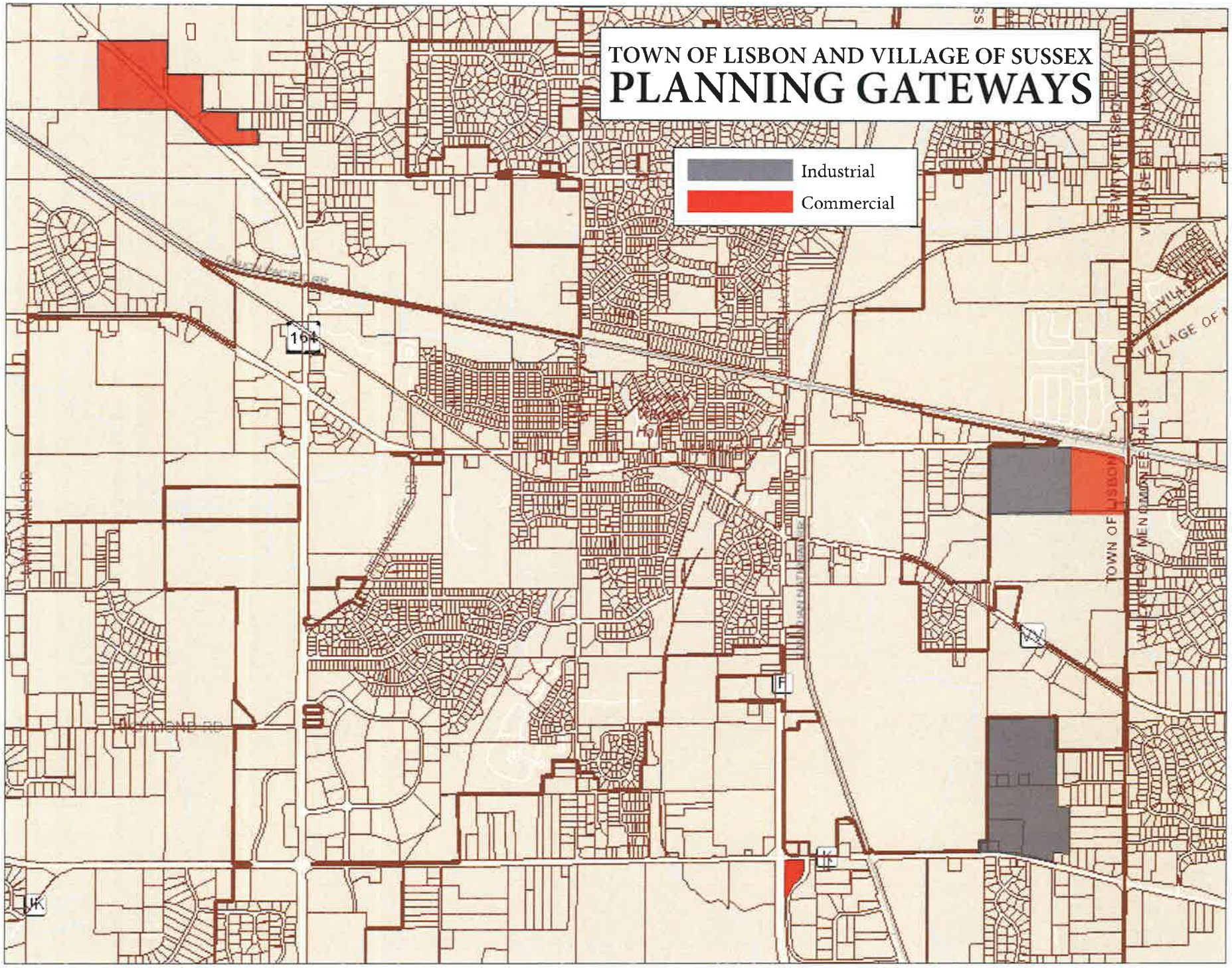
vierbicher
planners | engineers | advisors

REEDSBURG - MADISON - PRAIRIE DU CHIEN - MILWAUKEE METRO
N27 W23957 Paul Road, Suite 105, Pewaukee, WI 53072
Phone: (262) 875-5000 Fax: (608) 826-0530

File Path:I:\CorpClients\Lisbon, Town of\Boundary Map

Data Sources: Vierbicher, Waukesha County, Town of Lisbon

EXHIBIT D


TOWN OF LISBON AND VILLAGE OF SUSSEX
PLANNING GATEWAYS
Industrial
Commercial
164
TOWN OF LISBON
VILLAGE OF MENOMONEE FALLS

ADDENDUM E

Design Standards

FOR
TOWN OF LISBON

Lisbon-Sussex "Planning Gateway Areas"
(herein referred to as the "Gateway Areas")

Adopted _____

DESIGN STANDARDS

Design Goals: The Town of Lisbon (Town) has adopted a Land Use Plan to guide future development and redevelopment in the Town. The Plan's goals seek to maintain a small town atmosphere, and the use of green space in such developments. These design standards are intended to define and enforce criteria for quality development that meets the goals stated above. The standards are established to apply to all new structures and uses, and to changes or additions to existing structures and uses in the Gateway Areas. These parcels are mapped on Exhibit D of the current Intergovernmental Agreement between Lisbon and Sussex.

Design Objectives: In order to assure that development projects conform to the goals in the Land Use Plan, the Town hereby adopts these design review standards to guide planning decisions by the Town Plan Commission and Town Board for areas within the Gateway Areas.

Design Policy: All proposed development projects shall be initially reviewed by the Town Plan Commission, and Town Board, as applicable, for recommendations and/or acceptance or rejection. The project shall materially adhere to the standards outlined in this document. Any variances from these standards must be approved by Town Plan Commission or Town Board, as applicable, and based upon findings by the Town Engineer, and Town Administrator or his/her designee. Variances must also be approved by the Sussex Plan Commission or Village Board, as applicable. All of the sections listed in the Design Contents must be satisfactorily met before approval will be given to the project.

Some design standards may be more stringent based on standards found in other duly adopted plans or other Plans the Town Board may pass from time to time.

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SECTION 1 SITE PLANNING

Purpose: The intent of this section is to develop quality site plans that promote green space, pedestrian access, and quality of life enhancements. The standards apply for all areas of the Gateway Areas.

1.1 Development Concepts

(A) Developments shall be designed as visible commercial, business or industrial sites, with defined public use activity centers, perimeters composed of roadways or common open spaces, and a strategy for transitioning vehicle, bicycle, and pedestrian circulation. Differing uses shall be clearly defined by attractive measures of transitioning traffic flow from the perimeters to the center. The developer shall provide convenient and attractive pedestrian and vehicular connections between all areas including retail/business, and recreation uses and the transition strategy shall include the use of landscape buffers, pedestrian walkways, and/or architecturally similar building designs.

1.2 (Intentionally Blank)

1.3 Traffic and Utilities

(A) Entry points shall be consolidated to minimize traffic conflicts, congestion, and to create an easily identifiable circulation system. A traffic study may be required to determine the proper circulation pattern.

The Town Engineer shall determine the need for a Traffic Study based on site specific conditions.

(B) Appropriate distances shall be maintained, as determined by the government agency with jurisdiction for the road, between intersections along arterial streets for safety and ease of traffic flow.

(C) Intersections on local roads shall be no less than 250 feet apart for safety and ease of traffic flow unless otherwise dictated by exceptional topography or other limiting factors of good design.

(D) Snow storage areas shall be delineated on the site plan to ensure snow can safely be removed from parking and driving areas without damaging landscaping or illegally placing snow in the public right of way.

(E) Development shall incorporate opportunities for future public transit services.

(F) All utilities shall be placed underground unless such placement is found to be unrealistic as determined by the Town Plan Commission, or Town Board, as applicable, and based on recommendations by the Town Engineer.

(G) When designing storm water facilities the designer of the facilities shall think about the impact of water coming onto the site from other areas, how the sites design will impact water quality after flowing across the site, and how water will leave the site. Attention to how the facilities can positively affect the quality of the site design should also be taken into consideration.

(H) Lighting shall be incorporated into developments so that it does not impose on adjacent land uses. The lighting used shall be consistent with the architectural theme of the building and of the neighboring buildings. The lighting structure shall be as minimal in height as possible. The lighting shall follow the Land Use Plan or other Plans as may be approved from time to time by the Town. See Lighting Section 7 for more information.

1.4 Open Space and Recreation

(A) Sidewalks, walkways, pathways and or bike paths shall be installed by the Developer in any areas designated in the Comprehensive Land Use Plan or other plans as may be approved from time to time by the Town. Walkways shall always be installed along STH, CTH and arterial roads identified on the Town's Official Map and adjacent to the development and major local roads entering the development.

SECTION 2 LANDSCAPING

Purpose: The intent of this section is to develop quality landscaping, promote green space, protect established trees, and create other quality of life enhancements.

2.1 Landscaping and Buffering Standards

(A) Berms shall be used to screen high traffic areas from residential homes, break up the visibility from the roadway of large areas of parking, and create separation from dissimilar uses that are adjacent to each other. Berms shall be built with side slopes not exceeding one foot vertical by three feet horizontal unless otherwise approved by the Town Plan Commission or Town Board, as applicable, and shall be maintained with grasses or alternative landscaping satisfactory to the Town Plan Commission or Town Board, as applicable. The buffering shall be in harmony with terrain adjacent to the development site. The developer shall have provisions for ongoing maintenance such as mowing and weed management of the berms.

(B) Extensive landscaped areas and open spaces shall be in place to reduce the visual intensity of developments. Use buffers and screens, either with landscape, structural, or earthen features to separate vehicular and pedestrian areas, and to beautify/screen parking lots and buildings from the view of the street or other neighboring parcels. A mix of evergreens and deciduous trees shall be used to ensure year-round screening, aesthetics, and balance to the site.

(C) Determining Required Land Use Buffer and Landscape Design: An appropriate land use buffer and landscaping shall be provided between uses based on the intensity of the uses. The greater variance of intensity between adjacent land uses, the higher level of buffering and landscaping shall be provided. Definitions of intensity factors used to determine buffering are defined in the tables shown below.

1. Step 1: Calculate the numerical difference between the land use intensity (LUI) factors of the two adjoining uses from Table 1.

   Example A: If a general commercial project is proposed on a site that borders existing lands zoned for residential density of 4 to 8 units per acre, the calculated Land Uses Intensity difference would be (General Commercial LUI Factor = 7) minus (Res. 4 to 8 units per acre LUI Factor = 3) equals an LUI difference of 4.

2. Step 2: Adjust the numerical difference between land use intensities for any intervening road, drainage or utility right of way or easements that separate the sites. The difference between LUI factors shall be reduced as noted on Table 2.

   Example B: If the general commercial project from Example A was separated by a local road from the residential density of 4 to 8 units per acre, the adjusted LUI Factor would be (LUI Difference = 4) minus (Local Road deduction = 1) equals adjusted LUI Difference of 3.

3. Step 3: The resulting final land use intensity difference is then used to determine the buffer and landscape design type in Table 3.

   Example C: Using the adjusted LUI difference of 3 from Example B the required buffer width would be 20 feet between the proposed project and existing residential property.

   Example LUI Calculation
   (General Commercial <.65 ISR) minus (Residential 4-8 units/acre) minus (Local Road) = (Adjusted LUI)
   7 - 3 - 1 = 3

4. The following guidelines can be used to help determine the appropriate buffer and landscape design.

   a. The buffer and landscape requirements are calculated per each side of a parcel (North, East, West, and South) and may often times be different for each side of a parcel depending upon the adjacent uses or roadways in any particular site.

   b. The total landscaping requirements once determined for each side can be added together for the site and allocated on the site as deemed appropriate by the Town Plan Commission, or Town Board, as applicable, to accomplish the goals of beautifying/ screening parking, accessory structures, and dock doors, and enhancing buildings. Buffer distances must be maintained in each side as required by Table 3 to protect the separation required in that side of the property.

c. The lineal feet measurement used in Table 3 is calculated by measuring the entire length of the property line on each side of a parcel. The lineal feet measurement of a side is reduced by the portion of the length of the primary building facing that side where no parking lot is found on a perpendicular tangent between the building and the property line on that side and when the building has no dock doors on that side.

d. In no case shall a landscaping requirement be less than zero.

e. Parking lots may have special buffering and landscaping requirements as listed in Section 3 Parking.

Land Use Intensity Charts and Diagrams

Table 1 – Land Use Intensity Factor

Land Use	LUI Factor	Land Use	LUI Factor
Office: Less than .60 ISR and 2 stories or less	5	General Commercial: Less than .65 ISR	7
Office: .60 - .65 ISR and 2 stories	6	General Commercial: .65 ISR or greater	8
Office: Over .65 ISR or over 2 stories	7	Heavy Commercial	9
Residential : Less than 4 units per acre	1	Warehouse/Light Manufacturing	8
Residential: 4-8 units per acre	3	Manufacturing	9
Residential: 9-20 units per acre	6		

Notes to Table 1.

1. Impervious surface ratio (ISR) is the amount of land covered by buildings, overhangs, porches, canopies and pavement to the amount of land covered by landscaping.

2. Office includes office and medical office uses, and the office fronts of office/warehousing buildings. Special uses in office zones shall require additional buffering, based on their intensity.

3. "General Commercial" is defined as uses that do not have outside activities such as night use drive-up windows, gasoline sales, significant late night parking lot activity or similar impacts adjacent to the lower intensity land use. (i.e. Hardware Store, Non-Drive Thru Restaurants, Drug Stores).

4. "Heavy Commercial" is defined as all other commercial uses not included in note three. (i.e. Department Stores, Movie Theatres, Grocery Stores).

5. For vacant land, the land use intensity shall be assumed to be based on current zoning or land use plan designation, whichever is the most intense.

Table 2. Intervening Right-of-Way Credit

Right-of-Way or Easement Width	Reduction of LUI Difference
Local Road	1
Collector Road	2
Arterial Road	4
Limited Access HWY	6
Utility or Drainage Easement (feet)	
20 to 50	1
51 to 100	2
101 to 150	3
151 or more	4

Table 3. Land Use Buffer/Landscape Design

Buffer Type Planted/100 Lin. Ft. of Buffer				
(LUI Diff.)	Width (ft.)	Shade Trees	Evergreen Trees	Shrubs
0-3	20	2	6	20
4	30	3	8	25
5	40	3	10	35
6-8	50	6	14	45

2.2 Other General Landscaping Guidelines

(A) Ample green space at least 30 feet in width from the base setback line and 25 feet in width from the base setback line, except where smaller setbacks may be approved from time to time by the Town. Development bordering federal, state, and county highways shall also meet this requirement and include landscape plantings.

(B) Improve roadway visual quality through the use of vegetation and streetscape amenities consistent with neighboring properties and within the Gateway Areas. There shall be streetscape amenities along arterial streets consistent with overall styles as documented in the Town Design Standards, Land Division Ordinance, or other duly adopted Town Ordinances or Plans. Some examples of streetscape amenities include benches, monuments, decorative lighting, etc.

(C) All entranceways must have a landscaped area to include a monument sign of stone, marble, brick, or similar type materials including a landscaped plan approved by the Town Plan Commission. The monument sign may be placed in the landscape terrace area if deemed appropriate by the Town Plan Commission.

(E) Commercial, Business or Industrial developments shall include one or more planting areas that shall feature natural landscaping materials, such as vegetation (trees, bushes, etc.) stone, brick or wood, to soften the visual impact of principal buildings on the site and to enhance the desired small town feel of the development. Planting areas are to be placed near the main entrances to the principal structures on the site.

SECTION 3 PARKING

Purpose: The intent of this section is to develop quality parking that promotes public safety, pedestrian friendliness, and quality of life enhancements.

(A) Parking facilities shall include a 30 feet setback from the base setback line along the right of way on arterials, other street yard setbacks are 25 feet from the base setback line of other roads. Side and rear yard offsets are a minimum of 5 feet to property line. A variance may be granted if approved by both Lisbon and Sussex (Plan Commissions or Boards, as applicable), to reduce the setbacks if the public good would not be served by the setbacks and adequate screening can be substituted.

(B) Parking facilities over 1 acre shall include public activity center features at major access points to key buildings and shall be designed for orderly egress and ingress.

(C) Parking lot, street way, and walkway lighting shall not impact upon adjacent residential areas, but shall be well lit to provide safe transportation.

(D) Promote shared parking facilities to minimize visual impacts of expansive lots. Shared parking facilities shall have a shared parking facility agreement.

(E) Parking facilities shall include the use of strategically placed islands of natural landscaping material to break up expanses of paving. This will:

1. Create multiple small parking lots in the place of a few large lots to increase the visual quality of public areas.

2. Divide up the "seas" of parking by designing individualized parking precincts for the various uses in a mixed use neighborhood.

3. Maintain and end island area next to the last parking stall in the row to provide adequate turning and maneuvering room.

(F) Parking facilities shall maintain safety and pedestrian comfort within parking and circulation areas. To accomplish this:

1. Parking lots shall not directly abut buildings on a site, but shall be transitioned by a pedestrian walkway at least five feet in width. The transition shall also include landscaping or amenities to present a safe and attractive border to the parking lot.

2. Parking lots in all districts containing more than 20 spaces shall provide clearly defined pedestrian walkways between the parking area and buildings located on the site. Pedestrian walkways shall be provided at a minimum of one walkway for each six lanes of parking. More stringent requirements may be required if the Town determines it to be appropriate for pedestrian safety reasons.

(G) Commercial parking lots shall not be located in the street yard. A variance may be granted by the Town Plan Commission or Town Board, as applicable, if the public good would not be served by having only side or rear yard parking. The variance shall require those spaces be blocked from the street view by a combination of landscaped berms, evergreen trees, or shrubs. Acceptable view blockage shall be based on site topography, views from adjacent sites, and locations of landscaping and structures on the site.

SECTION 4 BUILDINGS AND STRUCTURES

Purpose: The intent of this section is to develop quality buildings that reflect the development patterns of the area while still promoting a modern appeal that meets the needs of citizens and quality of life enhancements that citizens have come to expect in the Town.

4.1 General Building Materials and Architectural Details

(A) Town standards will take precedence over any national or regional branding.

(B) Building facades shall not be capped by long unbroken structural lines or repeating of monotonous design. Building facades that use varying setbacks are encouraged.

(C) Building material and architectural details shall maintain continuity and rhythm with each other to develop an appropriate building character for each area. To accomplish this:

1. The exterior of all buildings shall be made of natural materials, (wood, brick, stone, or decorative masonry block, etc.) and no metal exteriors are allowed.

2. Facades of buildings shall maintain no more than 50% of each length of elevation without some type of window, door openings, or architectural articulation to prevent large expanses of unbroken wall.

3. Roof material that is visible should be dimensional shingles and color to be consistent with building color. Metal roofs shall only be considered in rare occasions for commercial buildings if the metal roof is deemed to be significantly tied to the style of architecture for the building and fits with the small town feel of the Town. Metal roofs shall be limited to entrance features such as canopies and gables visible from the street frontage.

4. At street corners the buildings should have well designed entrances angled towards the center of the intersections with tall building features and unique signage visible in all directions.

(D) Refuse structures, mechanical equipment, loading docks, etc. should be screened and designed to have very limited impact on neighboring properties. Refuse structures shall be constructed of material that matches the building exterior so as to blend with the overall architecture of the site and must have a gate.

4.2 Commercial, Business and Industrial Structures Building Materials and Architectural Details

(A) Commercial, Business and Industrial Structures shall use the traditional architectural features found in the area, including but not limited to; use of natural stone products, gable roofs, parapets and etcetera. To accomplish this:

1. Commercial clusters shall provide a common small-town theme emphasizing a sense of community. Any branding shall be minimized and adjusted so as to not distract from the architectural themes of the Town.

2. Structures with side or rear public exposure shall include use of the same architectural features found on the front of the building.

3. Structures shall provide a human scale along street corridors by encouraging store front windows, covered walkways, and highlighted entrances.

(B) Commercial structures shall have facades with articulated lines to delineate sections.

(C) Flat roofs are allowed for commercial and industrial buildings, but flat roofs for commercial buildings shall be screened with parapet walls with variations on height as appropriate.

(D) Refuse containers, mechanical equipment, loading docks, etc. should be screened and designed to have very limited impact on neighboring properties.

SECTION 5 SIGNAGE

Signage shall conform to Section 11.5 of the Lisbon Town Code.

SECTION 6 PEDESTRIAN ORIENTATION

Purpose: The intent of this section is to provide for development that promotes "livability" through green space, pedestrian access, and quality of life enhancements. It is also the intent of the standards to enhance the pedestrian experience, encourage walking, and promote safety.

(A) Developments shall provide for pedestrian connections between private buildings, the public sidewalk and trail systems. To accomplish this:

1. Where deemed necessary by the Town Plan Commission, or Town Board, as applicable, the developer shall provide a minimum 6 feet wide pedestrian way along the frontage of development. Said walkway shall be hard surfaced per Lisbon's Paving Specifications.

2. Pedestrian walkways within a development shall be linked to any existing or planned public walkway or sidewalk abutting the development.

3. Parking lots shall have clearly defined and accented pedestrian ways to accommodate safe passage from parked vehicles and connections to offsite walkways or bike paths.

4. Walkways paralleling driveways and parking lots in commercial areas shall be at least five feet wide to provide for easy passage of two pairs of walkers.

5. Walkway designs should not force pedestrians to back track past stores in order to exit the area.

6. Bicycle parking spaces shall be provided within business and office districts in convenient and secure locations.

(B) Developments shall provide for pedestrian-scale public spaces and amenities at the entrance to buildings. To accomplish this:

1. Information and directory signs shall be provided for pedestrians.

2. Developments shall include special paving and vegetation to highlight commercial building entrances and vehicular/pedestrian intersection crosswalks. Crosswalks adjacent to building entrances that service over 50 parking spaces shall be of a contrasting pavement treatment.

3. Businesses are encouraged to provide attractive store fronts and outdoor cafes along walkways. Pedestrian corridors shall avoid use of blank building walls, parking lot intrusion, and unattractive design features along the walkway.

4. Amenities such as drinking fountains, benches, and bike racks should be incorporated in walkways/pedestrian areas within parking lots.

(C) Developments shall enhance pedestrian safety. To accomplish this:

1. Pedestrian walkways shall be separated from auto roadways.

2. Pedestrian ways shall be visually open and well lighted to promote a feeling of personal safety.

3. Pedestrian crossings shall not require crossing more than two lanes. Where pedestrian crossings exceed two lanes, a crossing device shall be used to minimize the traffic lanes needing to be crossed at one point.

4. Vehicle speeds shall be reduced at pedestrian crossings by use of a combination of signage, curb extensions, rumble strips, or other traffic control devices.

5. Attractive and safe pedestrian areas should be created by placing buildings close together and focused towards public areas. Walking distances between parking and popular destinations should be minimized.

SECTION 7 LIGHTING

Purpose: The intent of this section is to provide quality lighting that promotes safety and aesthetics.

(A) Decorative lighting fixtures shall be used to illuminate and highlight all walkways and sidewalks in business, office, industrial districts, and areas adjacent to the development that are designated for walking paths, sidewalks, or other pedestrian pathways.

(B) Exterior lighting shall be architecturally integrated with building style, materials and colors.

(C) Exterior lighting of the building and site shall be designed so that light is not directed off the site and the light source is shielded for direct offsite viewing. Decorative light fixtures (i.e., visible light) 12' or less in height may be permitted upon approval of the Town Plan Commission or Town Board, as applicable.

(D) Fixture mounting height shall be appropriate for the project and the setting. The mounting height for small parking lots and service areas shall not be higher than 18 feet.

(E) Light poles shall be no higher than 18 feet and the bases shall be buried. Where bases must be exposed they shall be painted to blend in with the surroundings or have a decorative base.

(F) Where commercial lighting standards are necessary for public safety the development shall also utilize accent lighting on the perimeter of the development.

(G) The placement of light poles within raised curb planter areas is encouraged except where lighting will be obscured by vegetation.

(H) The use of vandal resistant well lighting is encouraged for lighting of monument signs.

SECTION 8 ENVIRONMENTAL PROTECTION

(A) Isolated Natural Resource Areas, and Primary and Secondary Environmental Corridors designated by the SEWRPC, Waukesha County and/or the Town of Lisbon Land Use Plan shall not be utilized for density requirements. These designated areas shall not be disturbed.

(B) Wetlands, Streams, and Areas designated as navigable streams by the State of Wisconsin Department of Natural Resources must be protected. Wetland restoration and protection plans must be submitted to Town Staff and other agencies as required for approval before any land division or development plat or certified survey map is approved. A stream restoration plan addressing aesthetics, drainage, and erosion must be approved by the Town Engineer and other agencies as required prior to execution of any land division or building permit on a subject property.

SECTION 9 DESIGN STANDARDS AMENDMENT

Any Design Standards modification shall be subject to a majority vote of the Town Plan Commission or Town Board, as applicable, and the Village of Sussex Plan Commission or Board, as applicable, on the request to modify a Design Standard, and said design modification shall be deemed approved.

SECTION 10 DEFINITIONS

Active and Passive Parks – Active parks have higher intensity uses like softball, playgrounds, soccer, etc. Passive parks have low intensity uses like walking, sitting, nature watching, etc.

Arterial Streets – These roads are main thoroughfares that connect large parts of the community with each other. Traffic is often heavier and faster than on other roads and arterials generally connect to highways and other roads that lead out of the community.

Base Setback Line – The ultimate street right-of-way line as established by the building location provisions of this code and from which all required road setbacks shall be computed. Refer to the definition of "Highway" for further explanation.

Battlemented Parapets – This architectural feature is a low wall with open spaces "windows" projecting from the edge of a platform, terrace, or roof.

Bartizans – This architectural feature is a turret which is projected at an angle from a tower, a parapet or near a gateway.

Cubic – An architectural style with 2 stories without or with dormers on the next story, a small, front porch and pyramidal roof.

Curb Extensions – A design where the curb is extended into the road to provide a shorter distance for a pedestrian to cross the traffic way.

DBH – The diameter measured about the trunk of the tree at 4.5 feet above the grade. If a trunk splits than the measure is measured just below the split.

Human Scale – Development structures that are designed to emphasize the quality and functionality of a place from a pedestrian perspective.

Impervious Surface Ratio (ISR) – The ratio of impervious surfaces like asphalt, or buildings to pervious surfaces like grass on a specific parcel.

Isolated Natural Areas/Primary and Secondary Environmental Corridors – Areas designated by the Town of Lisbon, County, or State as areas that have concentrated aesthetic, cultural, recreational, and ecological value and should be preserved as natural open spaces.

Landscape Island – An area of green space dividing two sections of road. Most often found at the entryway to a development or subdivision, the island is an important indication of changing uses.

Land Use Buffering Chart – The chart used to determine the size and style of landscaping needed to prevent intrusion of light, noise, odor, etc from affecting a neighboring lot.

Land Use Intensity (LUI) Factors – These factors correlate land uses with level of impact from light, noise, odor, etc. The factors can be used to determine the appropriate amount of buffering needed to make certain land uses from negatively impacting each other.

Mitigation (trees) – The process of replanting trees to help offset the removal of existing trees.

Navigable Streams – Streams, or bodies of water determined by the Wisconsin Department of Natural Resources to be at least occasionally navigable by a boat or canoe.

Parking Precincts – Small areas of parking separated from each other to prevent large expanses of parking.

Pedestrian Scale – See human scale.

Planting Areas – Areas that feature natural landscaping materials, such as vegetation (trees, bushes, etc.,) stone, brick or wood.

Protected Tree – Trees, shrubs, and all other woody vegetation on land within the Town's municipal boundary that have a DBH of 3 inches or greater and a height of 8 feet or greater.

Protected Tree Preservation Plan – A plan that outlines the preservation of protected trees on a site.

Safety Island – An island found in the middle of a road or parking lot used to provide refuge for pedestrians when crossing traffic. Safety islands are often landscaped to promote the aesthetics of the road and can be used to slow down traffic as well.

Sills – The members forming the lower side of an opening, as a door sill or window sill.

Streetscape Amenities – Structures or landscaping that beautifies and enhances the functionality of the areas along the roadway. Examples of streetscape amenities include benches, monuments, decorative lighting, etc.

Street yard – A yard extending across the full width of the lot, the depth of which shall be the minimum horizontal distance between the existing or proposed street or highway line and a line parallel thereto through the nearest point of the principal structure. Corner lots and double frontage lots have two (2) such yards.

Lisbon Land Use Plan – The Town's adopted plan for managing and improving aspects of the community as it grows. A large part of the plan relates to land uses. The plan also includes a focus on transportation, economic development, environmental protection, among other areas.

Water Tables – The water table is a projecting course of molded brick between the upper and ground floors. The walls above the water table step back several inches.

Mitigation (trees) – Mitigation is the process of replanting trees to help offset the removal of existing trees.

Navigable Streams – streams, or bodies of water determined by the Wisconsin Department of Natural Resources to be at least occasionally navigable by a boat or canoe.

Parking Precincts – small areas of parking separated from each other to prevent large expanses of parking.

Pedestrian – Scale – See human scale.

Planting Areas – Areas that feature natural landscaping materials, such as vegetation (trees, bushes, etc.,) stone, brick or wood.

Protected Tree – "Protected trees" are herein defined as trees, shrubs, and all other woody vegetation on land within the Town's municipal boundary that have a DBH of 3 inches or greater and a height of 8 feet or greater.

Protected Tree Preservation Plan – A plan that outlines the preservation of protected trees on a site.

Safety Island – An island found in the middle of a road or parking lot used to provide refuge for pedestrians when crossing traffic. Safety islands are often landscaped to promote the aesthetics of the road and can be used to slow down traffic as well.

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EXHIBIT

F

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

This Agreement entered in to this ___ day of July, 2020, by and between the Town of Lisbon (herein referred to as "Lisbon"), a municipal corporation organized and existing under the laws of the State of Wisconsin, and the Village of Sussex (herein referred to as "Sussex"), a municipal corporation organized and existing under the laws of the State of Wisconsin.

WITNESSETH:

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

WHEREAS, Sussex and Lisbon have entered into intermunicipal agreements for the provision of sewage treatment services, and agreements dated December 28, 1992, January 22, 2001 and August 6, 2006 (herein the "Prior Agreements"); and,

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

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

NOW THEREFORE, pursuant to Sections 66.0301 and 66.0813, Wis. Stats., and based upon the mutual covenants and agreements of the parties contained herein and the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

I. DEFINITIONS.

1.1 Agreement. "Agreement" shall mean this document together with the Exhibits attached hereto.

1.2 Average Daily Flow. "Average Daily Flow" shall mean the wastewater generated by the District over the previous 120 days divided by 120.

1.3 BOD. "BOD" shall mean biochemical oxygen demand, as defined in the 17th edition of *Standard Methods for the Examination of Water and Wastewater*.

1.4 Capacity Allocation. "Capacity Allocation" shall mean the right to discharge wastewater to the Sussex sewerage system up to the limits set forth in this Agreement.

1.5 Commercial Users. "Commercial Users" shall mean any property occupied by a nonresidential establishment not within the definition of an "Industrial User", and which is connected to the wastewater facilities.

1.6 Domestic Wastewater. "Domestic Wastewater" shall mean the water-carried wastes from residences, business buildings, institutions or industrial establishments generated by personal activities (from sources such as kitchens, bathrooms, lavatories, and toilets). Strength characteristics of this wastewater shall be deemed to be equal to those of the "equivalent residential unit" unless, in the case of a commercial user, strength characteristics are determined to be different by the completion of a waste strength certification form. Domestic wastewater does not include process wastewater from industrial establishments, infiltration, or inflow.

1.7 Residential Equivalent Connection. "Residential Equivalent Connection" (REC) shall mean the average annual discharge of a domestic wastewater residential unit. A REC shall be defined as 140 gallons per person per day of average daily flow at 175 mg/l BOD, 192 mg/l TSS, 26 mg/l NH4-N 1 and 3 mg/l P. A residential unit shall be defined as 3 people per unit. In the event Sussex should revise its formula for calculating a Residential Equivalent Connection, the Sussex REC shall be applicable to Lisbon.

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

1.9 Infiltration. "Infiltration" shall mean water entering a sewer system, including sewer service connections, from the ground, through such means as, but not limited to, defective pipes, pipe joints, connections, or manhole walls. Infiltration does not include, and is distinguished from, inflow.

1.10 Infiltration/Inflow. "Infiltration/Inflow" shall mean the total quantity of water from both infiltration and inflow without distinguishing the source.

1.11 Inflow. "Inflow" shall mean the water discharged into a sewer system, including service connections, from such sources as, but not limited to, roof leaders, cellar, yard, and area drains, foundation drains, sump pumps, cooling towers, drains from springs and swampy areas, manhole covers, cross connections from storm sewers and combined sewers, catch basins, storm water, surface run-off, street wash waters, or drainage. Inflow does not include, and is distinguished from infiltration.

1.12 Peak Daily Flow. "Peak Daily Flow" shall be the maximum daily flow over a 48-hour period divided by 2 for a storm frequency interval of 5 years or less.

1.13 Process Wastewater. "Process Wastewater" shall mean any wastewater, other than domestic wastewater and infiltration and inflow, discharged to the sewerage system.

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

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

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

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

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

II. GENERAL INTENT.

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

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

Sussex's intent in offering sewer service to Lisbon is to fulfill its obligation under the 2020 "Boundary Stipulation and Intermunicipal Agreement" entered underSection 66.0301, Wis. Stats., and to assist overcoming water quality and public health problems which may occur in Lisbon associated with failing private onsite septic systems.

III. SERVICE AREA AND CAPACITY.

3.1 Capacity Allocation. Sussex shall provide the following amounts of capacity to Lisbon for the term of this agreement:

Average Daily Flow	891,140 gallons per day

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

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

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

When Capacity Allocation utilized by Lisbon, as determined under Section 3.3 of this Agreement, exceeds 95% of the average daily flow or peak daily flow from Section 3.1 of this Agreement, Sussex shall again submit written notification of that fact to Lisbon.

If for any reason Lisbon exceeds the original Capacity Allocation, plus or minus any reallocation, Lisbon shall immediately undertake efforts to eliminate excess use. If the excess utilization is not eliminated within 90 days after notification by Sussex, Sussex may enforce the Capacity Allocation limits as determined in Section 3.1 of this Agreement by any lawful means, and Lisbon agrees to cease approving any new connections to the sewer system.

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

3.3 Flow Measurement.

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

b. Sussex shall take periodic 24-hour flow proportional samples at the metering stations to determine the waste loadings from Lisbon. These samples will be used for verifying compliance with the Capacity Allocation defined under Section 3.1 of this Agreement.

In the event wastewater sampling determines that the Capacity Allocation is being exceeded, Sussex may institute continuous sampling for the purpose of sewer user charges.

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

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

IV. INTERCEPTORS.

4.1 Existing Interceptors.

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

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

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

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

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

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

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

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

4.2 Capital Costs for Replacement of Sewer Interceptors.

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

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

V. SEWER SERVICE AND CHARGES.

5.1 Sewer Connections.

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

b. Lisbon shall establish procedures for the inspection and approval by a licensed plumbing inspector of all installations of building connection laterals. Such laterals shall be installed according to State plumbing codes and general specifications approved by Sussex. All building connection laterals shall be installed by a plumber licensed by the State of Wisconsin. Lisbon shall forward to Sussex by the first day of every month copies of the installations permits

that were issued during the preceding month. Sussex may conduct spot inspections to determine compliance with Sussex requirements.

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

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

5.2 Sewer Extensions.

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

b. Sussex shall approve the submitted plans if such plans are consistent with the Sussex 2020 Sewer Service Facility Plan (or future Sewer Service Facility Plan) , and Sussex's rules and regulations. The flows and loadings resulting from the sewer extension shall not cause the Capacity Allocation as determined in Section 3.1 above to be exceeded.

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

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

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

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

5.6 Sewage Treatment Rates.

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

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

b. The adjusted sewer user charge rate will be applied to the total wastewater flow as metered at Lisbon connection point(s).

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

5.7 Billing Procedures. Sussex shall bill Lisbon monthly commencing upon connection. Lisbon shall pay each invoice within 30 days after the date of billing, and if not so paid, the account shall be considered delinquent. Delinquent payments shall be subject to a late payment charge of 1-1/2% per month. Before Lisbon can contest any charge or billing, the charge or billing shall be paid in full.

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

a. A Retained Plan Charge levied pursuant to Chapter 13 of Sussex Municipal Code. The Retained Plant Charge is designed to recover the net asset value of the existing Sussex wastewater treatment facilities that will be retained for future use. The Retained Plan Charge, so long as Sussex continues to collect this charge, shall be collected by Lisbon before Lisbon issues a plumbing permit for connection to Lisbon's sewerage system. Lisbon shall forward the collected charges to Sussex within 30 days after collection.

b. An Interceptor Capacity Charge shall be levied pursuant to Chapter 13 of the Sussex Municipal Code. The Interceptor Capacity Charges is designed to recover the costs incurred for providing excess capacity to accommodate future growth in the Sussex interceptor system. This charge shall be applicable to Lisbon only in the event that Lisbon's sewerage system

is connected directly to the Sussex interceptor system. This charge shall be collected by Lisbon before Lisbon issues a plumbing permit for connection to the Lisbon sewerage system. Lisbon shall forward the collected charges to Sussex within 30 days after collection.

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

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

5.9 Biosolids Disposal. Lisbon shall not ban biosolids land disposal, for biosolids originating from the Sussex Wastewater Treatment Facility.

VI. ADMINISTRATION OF AGREEMENT.

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

6.2 Books and Records. Each party of this Agreement shall keep accurate books, records, and accounts of costs, expenses, expenditures, and receipts as they pertain to this

Agreement. Upon reasonable notice, either party shall be entitled to examine any such books and records. Either party may request an annual certified audit report for the books and records of the other party.

6.3 Disputes.

a. *Public Service Commission.* The parties hereto agree to utilize and be bound by the provisions of Section 66.0821(5), Wis. Stats., for the resolution of any dispute involving the interpretation of rates, rules or practices of the parties which are in any way impacted by the terms of this Agreement.

6.4 Penalties and Remedies.

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

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

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

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

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

Town of Lisbon
W234 N8676 Woodside Road
Sussex, WI 53089

Village of Sussex
N64 W23760 Main Street
Sussex, WI 53089

VII. MISCELLANEOUS.

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

7.2 Prior Agreements. The Prior Agreements of the parties are superseded by this Agreement.

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

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

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

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

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

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

[SIGNATURE LINES ON NEXT PAGE]

Dated this 8th day of September, 2020

VILLAGE OF SUSSEX

By: _____
Anthony LeDonne, Village President

Attest:

By: _____
Sam Liebert, Village Clerk

Dated this 24th day of August, 2020

TOWN OF LISBON

By: _____
Joseph Osterman, Town Chairman

Attest:

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

EXHIBIT 1

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

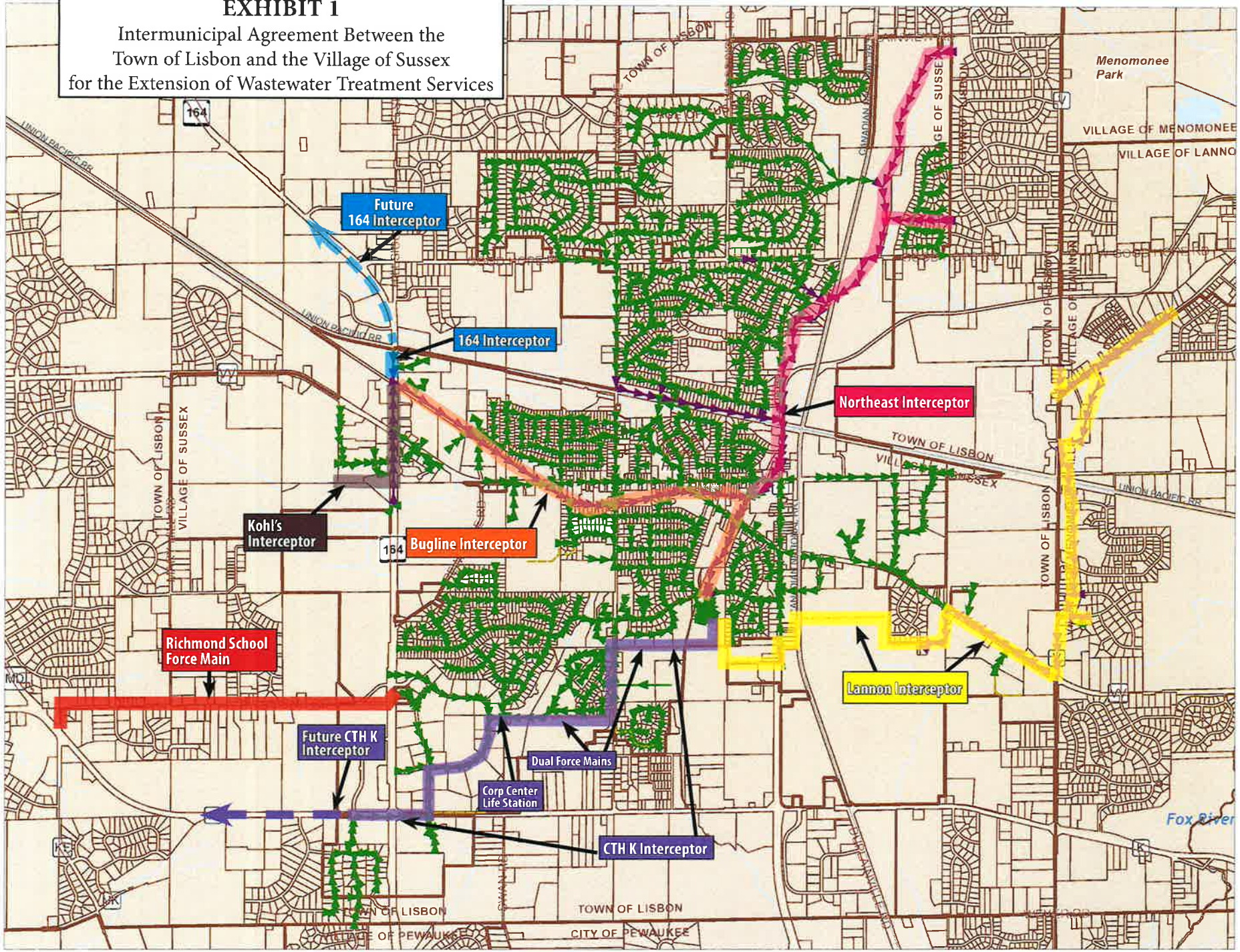


EXHIBIT 2- SUSSEX AND LISBON SEWER INTERCEPTOR CAPITAL COST SHARES

Kohl's Interceptor

Item No.	Start*	End*	Item	Quantity	Unit	Size	CFS Capacity	Design Flow	Percentage Design Flow	Design Flow	Percentage Design Flow	Design Flow	Percentage Design Flow
								Sussex		Lisbon		Lisbon Sanitary District #1	
1	Vista Run SN214019	Kohl's SN214020	Pipe (G) Manhole	102.00 1	LF each	24" PVC	8.33	8.33	100%	0	0%	0	0%
2	Kohl's SN214020	Walgreens SN214025	Pipe (G) Manhole	771.21 4	LF each	24" PVC	8.33	8.33	100%	0	0%	0	0%
3	Walgreens SN214025	STH 164 N. of Prospect SN214008	Pipe (G) Manhole	451.50 3	LF each	24" PVC	8.44	8.44	100%	0	0%	0	0%
4	STH 164 N. of Prospect SN214008	Main St SN214005	Pipe (G) Manhole	809.10 3	LF each	30" Conc	10.61	10.61	100%	0	0%	0	0%
5	Main St. SN214005	Bugline Interceptor SN214001	Pipe (G) Manhole	1099.00 4	LF each	30" Conc	10.61	10.61	100%	0	0%	0	0%

Hwy K Interceptor

Item No.	Start*	End*	Item	Quantity	Unit	Size	CFS Capacity	Design Flow	Percentage Design Flow	Design Flow	Percentage Design Flow	Design Flow	Percentage Design Flow
								Sussex		Lisbon		Lisbon Sanitary District #1	
1	Business Drive SN334029	STH 164 SN343001	Pipe (G) Manhole	1088.30 3	LF each	15" PVC	2.79	1.5066	54.00%	1.2834	46.00%	0	0.00%
2	STH 164 SN343001	Executive Drive SN343003	Pipe (G) Manhole	714.60 2	LF each	15" PVC	2.79	1.5066	54.00%	1.2834	46.00%	0	0.00%
3	Executive Drive SN343003	South Corporate Circle SN342013	Pipe (G) Manhole	1197.50 4	LF each	12" PVC	2.79	1.5066	54.00%	1.2834	46.00%	0	0.00%
4	South Corporate Circle SN342013	North Corporate Circle SN342003	Pipe (G) Manhole LS	2264.60 9	LF each	15" & 18" PVC	2.79	1.5066	54.00%	1.2834	46.00%	0	0.00%
5	North Corporate Circle SN342003	Brandon Oaks SN342004	Pipe (G) Manhole	336.30 1	LF each	18" PVC	5.32	2.8728	54.00%	2.4472	46.00%	0	0.00%
6	Brandon Oaks SN341001	Corporate Center LS LS341001	Pipe (G) Manhole LS	40.00 1 1	LF each	18" PVC	6.461	3.48894	54.00%	2.97206	46.00%	0	0.00%
7	Corporate Center Lift Station (2@1450 GPM) LS341001	Plant	Pipe (Pressure) Pipe (Pressure)	10985.00 4556.00	LF LF	10" 16"	6.461	3.48894	54.00%	2.97206	46.00%	0	0.00%

STH 164 Interceptor

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

Bugline Interceptor

Item No.	Start*	End*	Item	Quantity	Unit	Size	CFS Capacity	Design Flow	Percentage Design Flow	Design Flow	Percentage Design Flow	Design Flow	Percentage Design Flow
								Sussex		Lisbon		Lisbon Sanitary District #1	
1	Stonegate SN225002	Sussex IM SN223006	Pipe (G) Manhole	1560.80 4	LF each	36" Conc	13.34	13.34	100.00%	0	0.00%	0	0.00%
2	Sussex IM SN223006	Pewaukee Rd. SN223007	Pipe (G) Manhole	297.00 1	LF each	36" Conc	13.34	13.34	100.00%	0	0.00%	0	0.00%
3	Pewaukee Rd. SN223007	Main St SN271005	Pipe (G) Manhole	1959.60 5	LF each	36" Conc	13.34	13.34	100.00%	0	0.00%	0	0.00%
4	Main St. SN271005	Locust Extended SN271006	Pipe (G) Manhole	375.00 1	LF each	36" Conc	13.57	13.57	100.00%	0	0.00%	0	0.00%
5	Locust Extended SN271006	Orchard Extended SN262080	Pipe (G) Manhole	2984.79 13	LF each	24, 27 &36" Conc	13.57	13.57	100.00%	0	0.00%	0	0.00%
6	Orchard Extended SN262080	NE Interceptor Connection SN261002	Pipe (G) Manhole	1609.40 7	LF each	27"conc	14.12	14.12	100.00%	0	0.00%	0	0.00%
7	NE Interceptor Connection SN261002	Silver Spring Dr. SN261013	Pipe (G) Manhole	699.80 4	LF each	36&42" Conc	21.71	19.67648	90.63%	0	0.00%	2.03352	9.37%
8	Silver Spring Dr. SN2610013	Clover Dr. West SN263004	Pipe (G) Manhole	1869.60 7	LF each	36" Conc	24.59	22.55648	91.73%	0	0.00%	2.03352	8.27%
9	Clover Dr. West SN263004	Clover Dr. East SN263068	Pipe (G) Manhole	126.2 1	LF each	36" Conc	24.59	22.55648	91.73%	0	0.00%	2.03352	8.27%
10	Clover Dr. East SN263068	Plant SN263069	Pipe (G) Manhole	102.5 1	LF each	36" Conc	73.67	71.63648	97.24%	0	0.00%	2.03352	2.76%

North East Interceptor

Item No.	Start*	End*	Item	Quantity	Unit	Size	CFS Capacity	Design Flow	Percentage Design Flow	Design Flow	Percentage Design Flow	Design Flow	Percentage Design Flow
								Sussex		Lisbon		Lisbon Sanitary District #1	
1	Plainview Lift SN132001	Woodland Trails / Preserve Connection SN132004	Pipe (G) Manhole	868.50 3	LF each	12" PVC	2.06	0.8	38.83%	0	0.00%	1.26	305 homes 61.17%
2	Woodland Trails / Preserve Connection SN132004	Coldwater Creek SN133004	Pipe (G) Manhole	3082.90 9	LF each	12" PVC	2.06	0.8	38.83%	0	0.00%	1.26	61.17%
3	Coldwater Creek SN133004	Jeanine Connection SN133006	Pipe (G) Manhole	726.00 2	LF each	18" PVC	4.39	3.13	71.30%	0	0.00%	1.26	28.70%
4	Jeanine Ln	NE Interceptor	Pipe (G) Manhole	1509.6 6	LF each	8" PVC	0.88	0.10648	12.10%	0	0.00%	0.77352	190 homes (167 Lisbon, 23 Sussex) 87.90%
5	Jeanine Connection SN133006	Halquist @ Railroad SN231001	Pipe (G) Manhole	2556.90 8	LF each	21 & 24" Conc	4.85	2.81648	58.07%	0	0.00%	2.03352	41.93%
6	Halquist @ Railroad SN231001	Canyon Meadows SN231003	Pipe (G) Manhole	310.50 2	LF each	24" Conc	6.63	4.59648	69.33%	0	0.00%	2.03352	30.67%
7	Canyon Meadows SN231003	Homestead Ct SN231087	Pipe (G) Manhole	870.60 2	LF each	24" Conc	6.63	4.59648	69.33%	0	0.00%	2.03352	30.67%
8	Homestead Ct SN231087	Cooling Meadows @ Waukesha Ave SN231079	Pipe (G) Manhole	1242.00 4	LF each	24" Conc	6.63	4.59648	69.33%	0	0.00%	2.03352	30.67%
9	Cooling Meadows @ Waukesha Ave SN231079	Linda Drive SN234002	Pipe (G) Manhole	1113.20 3	LF each	24" Conc	6.97	4.93648	70.82%	0	0.00%	2.03352	29.18%
10	Linda Drive SN234002	Mapleway (18") SN234006	Pipe (G) Manhole	328.60 1	LF each	24" Conc	8.16	6.12648	75.08%	0	0.00%	2.03352	24.92%
11	Mapleway (18") SN234006	Sherry's Plat SN234031	Pipe (G) Manhole	971.8 4	LF each	24" Conc	10.12	8.08648	79.91%	0	0.00%	2.03352	20.09%
12	Sherry's Plat SN234031	Main Street SN234035	Pipe (G) Manhole	507.0 2	LF each	21" & 30"Conc	10.12	8.08648	79.91%	0	0.00%	2.03352	20.09%
13	Main Street SN234035	Bugline Interceptor SN261061	Pipe (G) Manhole	703.6 6	LF each	24" Conc	10.12	8.08648	79.91%	0	0.00%	2.03352	20.09%

EXHIBIT
G

AGREEMENT FOR THE PROVISION OF WATER SERVICE BETWEEN THE TOWN OF LISBON AND THE VILLAGE OF SUSSEX

(Sec. 66.0301, Wis. Stats.)

This **AGREEMENT**, entered into this 23rd day of July, 2020, between Town of Lisbon, organized and existing under the laws of the State of Wisconsin with principal offices at W234 N8676 Woodside Road, Lisbon, WI 53089, (the "Town") and the Village of Sussex, a Municipal Corporation organized and existing, under the laws of the State of Wisconsin with principal offices at N84 W23760 Main Street, Sussex, WI 53089, (the "Village"), is as follows:

WITNESSETH:

WHEREAS, the Village owns and operates a system of water supply, storage, pumping, and distribution facilities which has capacity for supplying water utility service to properties in the Town; and

WHEREAS, the Town has no water supply, storage, pumping or distribution capabilities and has expressed a desire that the Village provide retail water utility service to properties in certain identified areas in the Town, said lands being those described in Exhibit 1 attached ("2020 Water Service Area"); and

WHEREAS, the Village has agreed to sell water to persons and places in the 2020 Water Service Area; and

WHEREAS, §66.0813(1), Wis. Stats., authorizes a Village owning a water utility to serve persons or places outside its corporate limits, and §66.0813(3), Wis. Stats., authorizes the limits of the Village's provision of water utility service in the Town to be delineated and fixed by Village ordinance; and

WHEREAS, water supplied to the 2020 Water Service Area by the Village may supply property improvements supporting various land uses, including residential

dwellings, commercial businesses and institutional and industrial areas within the boundaries of the Town, the serviced properties being called "users"; and

WHEREAS, the Town and Village are willing to enter into a contract for water utility service under§66.0301, Wis. Stats; and

WHEREAS, in consideration of the payment of One Dollar ($1.00) and other good and valuable consideration to each in hand paid by the other, receipt of which is acknowledged, and in further consideration of the covenants herein contained and the benefits derived by each, the Town and the Village contract and agree:

A. RECITALS

The representations and recitations in the foregoing Recitals are material to this Agreement and are incorporated into and made a part of this Agreement as though they were set forth in this Paragraph A and constitute representations and understandings of the Village and the Town according to the tenor and import thereof.

B. GENERAL INTENT AND OWNERSHIP

The Town, at its sole expense, will acquire necessary land and easements and plan, design, and construct water supply facilities in the 2020 Water Service Area (the "Town Area Facilities"), including but not limited to, water mains, service laterals, and booster pump stations with back-up generators for connecting to the Village's water system. The Town Area Facilities shall be designed to provide water and fire protection service to users within the 2020 Water Service Area. After construction, the Town will dedicate the Town Area Facilities to the Village, and the Village will own the Town Area Facilities, subject to acquisition by the Town under Paragraph R. The Town Area Facilities shall include all facilities up to and including the "curb stop" unless the service is larger than two inches, in which case the Town Area Facilities will extend to the first valve at the connection point.

C. SERVICE AREA AND CAPACITY

The Village's provision of water utility service in the 2020 Water Service Area shall be contingent upon Public Service Commission approval authorizing the extension of water

utility service within the 2020 Water Service Area. The Village shall initially serve only users within the 2020 Water Service Area of the Town as depicted on Exhibit 1 which is appended hereto and incorporated herein by reference. The Town may request amendment of the Service Area and any request shall not be unreasonably denied by the Village. The extended service shall be regulated under the terms of this Agreement.

D. TOWN AREA FACILITIES

(1) The Town shall be responsible and bear all costs for the planning, design, bidding, and construction of the Town Area Facilities needed to serve properties within the 2020 Water Service Area. All plans and specifications for the Town Area Facilities shall be submitted to the Village Engineer for review and approval, which shall be provided promptly and not be unreasonably withheld or denied. The Village Engineer's review shall be to determine consistency with construction requirements and standards of similar Village construction projects. It is expressly recognized that design of the Town Area Facilities shall be consistent with PSC 185.52 Wis. Admin. Code related to system looping to avoid dead-end mains.

(2) The Village, or its delegee, shall be permitted to periodically inspect construction of the Town Area Facilities.

(3) If Town Area Facilities will be constructed in the Village, the Village shall grant to the Town any permits, easements or other necessary approvals within public right-of-way or within existing public easements needed for constructing the Town Area Facilities. The Town shall restore any areas disturbed by the construction to pre-construction conditions, and the restoration upon completion of construction must be approved by the Village before final payment by the Town to the contractor retained by the Town for the work, which approval will not be unreasonably withheld.

(4) Upon completion of the construction of the Town Area Facilities, the Town shall dedicate the Town Area Facilities to the Village and the Village shall accept dedication and ownership. Any warranties shall pass through to the Village.

(5) The Village shall be responsible for the operation and maintenance of the Town Area Facilities, but it may contract with the Town or a third-party to conduct such operation and maintenance. The Town shall inform the Village of breaks/malfunctions in the Town Area Facilities of which it becomes aware. Any costs incurred in repairs, capital improvements or replacement of Town Area Facilities shall be borne by the Town.

(6) Any future expansion or extension of the Town Area Facilities to serve additional properties in the 2020 Water Service Area will also be undertaken and paid for by the Town under the process set out in this Section D. Any future expansion or extension of the Town Area Facilities to serve propert(ies) located outside of the 2020 Water Service Area must be approved in writing by the Town and Village.

E. METERS

(1) The Village shall install meters and remote meter reading technology consistent and compatible with the Village's existing meters and meter reading technology now deployed or to be deployed in the future (to the Village's specification to ensure seamless integration with the Village's existing systems) for accurately measuring the quantity of water delivered to each water customer in the 2020 Water Service Area. The Village shall operate, maintain, calibrate, and read the meters of its retail customers as required by Chapter 196, Wis. Stats., and Chapter PSC 185 of the Wisconsin Administrative Code.

(2) The Town shall be responsible to adopt necessary ordinances, make necessary contacts, perform scheduling, obtain easements or right of ways, and adopt rules and regulations, so as to allow the Village to install and access said meters and related technology at all times without interference from property owners under this Agreement.

(3) The Town shall loan the Village an amount equal to the cost to supply and install the meters and remote meter reading technology. The loan shall be at 0% interest and be amortized over 20 years and equal annual payments of principal shall be made on each anniversary of the loan. Additional loans shall be made from time to time as additional expenditures become necessary. The loan shall become immediately due and payable in the event the Town or a sanitary district created by the Town forms its own water utility pursuant to Subparagraph R.(2). The loan repayment under this paragraph and the depreciated purchase price of the meters and

remote meter reading technology under Subparagraph R.(2) will effectively offset.

F. WATER SUPPLY

The water provided by the Village to water users in the 2020 Water Service Area shall satisfy all regulations for safe drinking water. The Village shall provide water pressure sufficient to satisfy all pressure requirements of the Wisconsin Department of Natural Resources (the "DNR"), of the Wisconsin Public Service Commission (the "PSC"), the Environmental Protection Agency ("EPA"), and the American Water Works Association ("AWWA"). The Town shall reasonably cooperate with the Village to facilitate the provision of retail water service by the Village to water users within the Town.

G. COSTS OF CONSTRUCTION

The Town may recover its costs for the planning, design and construction of the Town Area Facilities allowed by law (but shall not directly or indirectly pass any such costs onto the Village or its related entities).

H. LOCAL ORDINANCES

(1) The Town agrees to adopt, comply and enforce Chapter 12 of the Village's Municipal Code now in existence or enacted or amended and/or renumbered during the existence of this Agreement or any extension thereof; provided however, if any provision of Chapter 12 of the Village's Municipal Code is inconsistent with the terms of this Agreement, that provision shall not be enforced. By way of illustration, but not by way of limitation, to the extent Chapter 12 of the Village Municipal Code requires annexation to the Village as a condition of obtaining water utility service, that provision would be inconsistent with this Agreement and unenforceable.

(2) The parties agree that the Village may inspect all necessary components of the Town Area Facilities and the Town shall assist the Village to any extent reasonably necessary. The Town agrees to take all reasonable actions to assist the Village in ensuring continuous water supply to water user in the 2020 Water Service Area.

I. WATER SERVICE CONNECTIONS

(1) The Village may inspect the Town building permit records to ensure compliance with this Agreement. The Village may also inspect any work performed relating to water service connections. All connections to the Town Area Facilities shall meet the requirements of Chapter 12 of the Municipal Code of the Village and the Wisconsin State Plumbing Code.

J. BILLING DATES AND PROCEDURES; PAYMENT TERMS

(1) The Village is providing retail water utility service to users in the 2020 Water Service Area. The Village shall invoice users in the 2020 Water Service Area, at such rates and in accordance with the practices and procedures approved by the Public Service Commission; provided however that the rate charged to users within the 2020 Water Service Area will not exceed 125% of the rate charged by the Village to other customers of the Village.

At such time as the Town submits to the Public Service Commission, and receives approval of the Public Service Commission to create and operate a public water utility, as outlined in Sec. R. of this Agreement, then there after the Village shall provide wholesale water service to the Town and bill the Town for cumulative monthly total charges, the Town shall be liable for payment for all charges relating to the extension of water utility service within the 2020 Water Service Area.

(2) Users in the 2020 Water Service Area shall be subject to the same terms of service as customers within the Village. The terms of service shall be those on file with the PSC. Delinquent payments shall be subject to the same penalties and charges assessed by the Village to Village customers delinquent in the payment of water charges.

K. DISPUTES

The parties agree to be bound by§196.37, Wis. Stats., In resolving any dispute concerning interpreting this Agreement or the rates, rules and practices of the parties.

L. BOOKS AND RECORDS

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

M. EFFECTIVE DATE

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

N. TERM OF CONTRACT; REMEDIES

(1) The term of this Agreement shall be fifty (50) years and shall be renewed for fifty (50) year periods thereafter commencing on the anniversary date of this Agreement, 2070, unless the Agreement is terminated by mutual agreement.

(2) Besides the penalties provided herein, and if violation of the terms of this Agreement occurs or of any rule and regulation of the DNR, the EPA, or other authority having legal jurisdiction in these matters, either party may sue in any court of record for declaratory judgment or other relief as provided by law.

O. EFFECT OF AGREEMENT

The Village and Town recognize this Agreement is the product of a unique set of circumstances. It is mutually acknowledged that many provisions contained herein are unique unto themselves and should not be precedent for any future agreement between the Village, the Town and/or other entities.

P. SEVERABILITY

If any clause, provision, or section be declared invalid by any Court of competent jurisdiction, the invalidity of such clause, provision or section shall affect none of the remaining provisions.

Q. BINDING AGREEMENT

This Agreement shall be binding upon the parties and their respective successors and assigns, including an incorporated successor to the Town and shall be considered to run with the land of the Town and any incorporated successor thereto, whether in whole or in part.

R. TRANSFER OF OWNERSHIP

(1) During the term of this Agreement, the Village shall not transfer, pledge, assign or encumber the Town Area Facilities.

(2) If the PSC authorizes the Town, or a sanitary district or water district created by the Town, to become a public water utility, upon the written request of the Town, and in accordance with any conditions required by the PSC, the Village shall tender, relinquish and transfer all right and interest to the Town Area Facilities and the meters and remote reading technology installed by the Village under Paragraph E, free and clear of any liens or encumbrances, for the consideration of One ($ 1.00) Dollar plus the depreciated acquisition and installation cost of the meters and remote meter reading technology. Depreciation shall be calculated on a straight-line 20-year depreciation schedule, which is the expected useful life of said meters as approved by the PSC

(3) Should the Town, or a sanitary district or water district created by the Town, become a public water utility, the Village may, at its right and discretion, have the authority continue service to the Town as a wholesale customer. The Town will support the application for the conversion with the PSC.

(4) Master Metering System

a. Before re-acquiring the Town Area Facilities, the Town shall install an above-ground metering station equipped with a functional telemetry system to enable both the Town and Village to access real-time flows and pressures.

b. The Village shall own and maintain the master meter and telemetry system within the above-ground metering station. The master meter shall be tested and calibrated by the Village annually at Village expense. Copies of all system testing and calibration reports shall be submitted to

both parties within 30 days of meter testing or calibration. The Village shall have access to the meter(s) in the metering station for maintenance at any reasonable time. The meter(s) shall be tested by the Village in accord with a PSC recommended schedule, and copies of all test results shall be provided to the Town. The Town may request additional tests at its expense.

S. PUBLIC SERVICE COMMISSION APPROVAL

The Town shall, at the Town's sole cost and expense, assume responsibility for submitting applications for extension of Village water utility service and construction of water utility facilities within the 2020 Water Service Area to the Public Service Commission and to the Department of Natural Resources, and obtaining approval from the Public Service Commission and the Department of Natural Resources to extend water utility service and construct water utility facilities in the 2020 Water Service Area. In the event approval of the Public Service Commission imposes conditions which are inconsistent with the terms of this Agreement, the conditions required of the Public Service Commission as a condition of providing Village water utility service to the 2020 Water Service area shall control. The Village shall cooperate and assist the Town with any application or submission to the Public Service Commission and the Department of Natural Resources.

T. NOTICE

All notices, demands, and communications provided for herein or made shall be delivered or mailed first class with postage prepaid, addressed in each case as follows, unless some other address shall have been designated in a written notice given in like manner, and shall be deemed to have been given or made when so delivered or mailed:

Village of Sussex
Attn: Village Administrator
Village of Sussex
N84 W23760 Main Street
Sussex, WI 53089

Town of Lisbon
Attn: Town Administrator
W234N8676 Woodside Road
Lisbon, WI 53089

DATED THIS 8th DAY OF September, 2020

VILLAGE OF SUSSEX

By: _____
Anthony LeDonne, Village President

Attest:

By: _____
Sam Liebert, Village Clerk

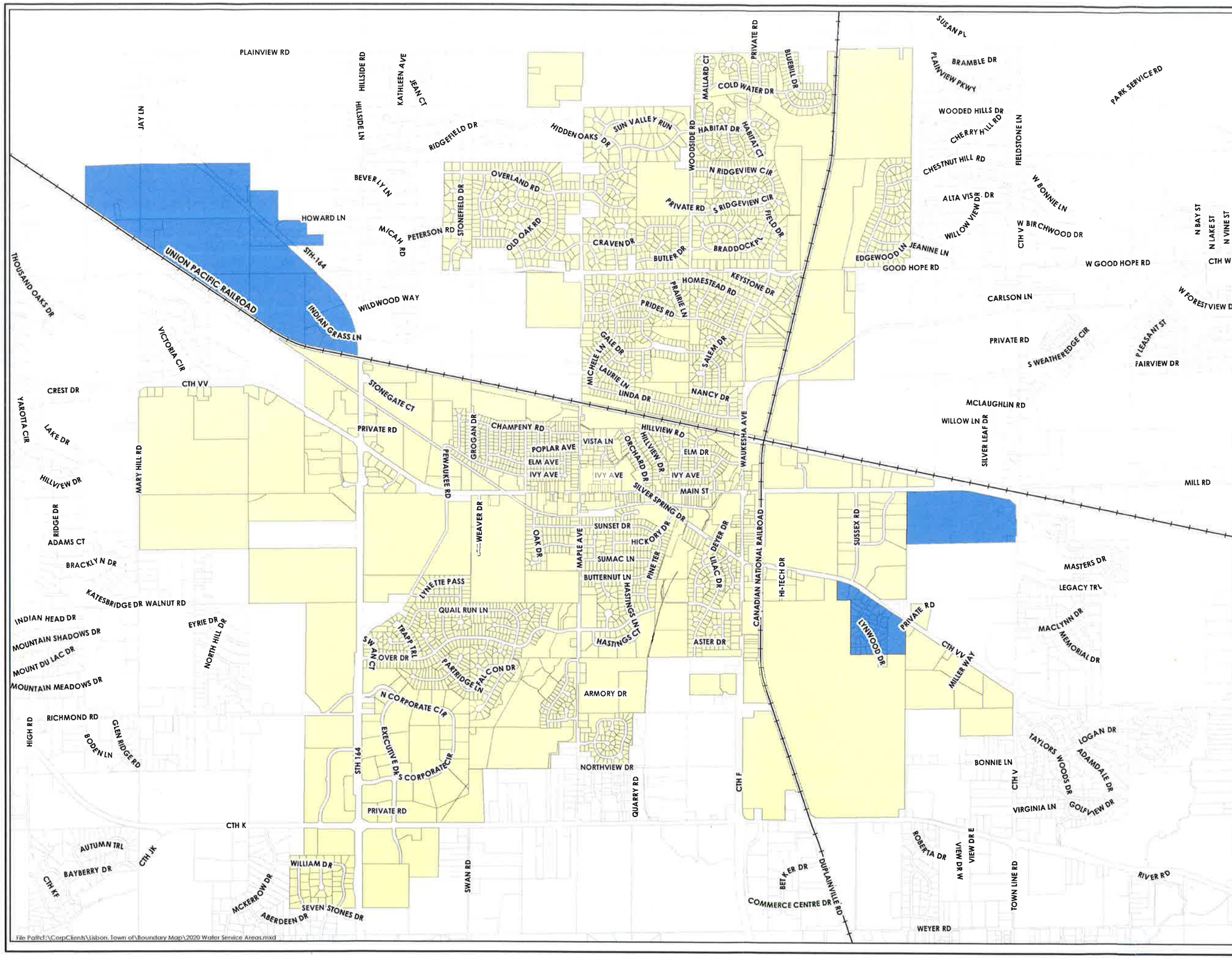
DATED THIS 24th DAY OF August, 2020

TOWN OF LISBON

By: _____
Joseph Osterman, Town Chairman

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

Exhibit 1
2020
Water Service Areas

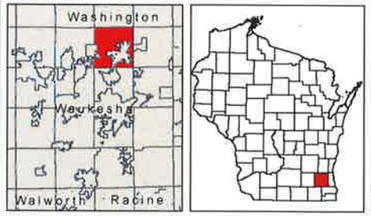


Water Service Areas

Railroads

Current Village of Sussex Parcels

Other Municipal Parcels



Date Created:07/23/2020
Date Amended:

0 0.2 0.4 0.8 Miles

vierbicher
planners | engineers | advisors

REEDSBURG - MADISON - PRAIRIE DU CHIEN - MILWAUKEE METRO
N27 W23957 Paul Road, Suite 105, Pewaukee, WI 53072
Phone: (262) 875-5000 Fax: (608) 826-0530

Data Sources: Vierbicher, Waukesha County, Town of Lisbon