

**INTERIM SANITARY SEWER
SERVICES AGREEMENT**

THIS AGREEMENT is made by and between the **CITY OF SHEBOYGAN**, a Wisconsin municipal corporation, maintaining its principal offices at 828 Center Avenue, Sheboygan, Wisconsin 53081, hereinafter referred to as “**SHEBOYGAN**,” and the **TOWN OF SHEBOYGAN**, a body corporate and politic, maintaining its principal offices at 4020 Technology Parkway, Sheboygan, Wisconsin 53081, hereinafter referred to as “**TOWN/SHEBOYGAN**,” and the **TOWN OF SHEBOYGAN SANITARY DISTRICT NO. 2**, a Wisconsin municipal corporation, maintaining its principal offices at 4020 Technology Parkway, Sheboygan, Wisconsin 53081, hereinafter referred to as “**TOWN/SHEBOYGAN SANITARY DISTRICT NO. 2**,” and the **TOWN OF SHEBOYGAN FALLS**, a body corporate and politic, maintaining its principal offices at W3860 County Road O, Sheboygan Falls, Wisconsin 53085, hereinafter referred to as “**TOWN SHEBOYGAN FALLS**,” and the **TOWN OF SHEBOYGAN FALLS SANITARY DISTRICT NO. 4 (7250)**, a Wisconsin municipal corporation, maintaining its principal offices at W3860 County Road O, Sheboygan Falls, Wisconsin 53085, hereinafter referred to as “**SHEBOYGAN FALLS DISTRICT NO. 4**,” **TOWN OF SHEBOYGAN FALLS SANITARY DISTRICT NO. 5 (7260)**, a Wisconsin municipal corporation, maintaining its principal offices at W3860 County Road O, Sheboygan Falls, Wisconsin 53085, hereinafter referred to as “**SHEBOYGAN FALLS DISTRICT NO. 5**,” **TOWN OF SHEBOYGAN FALLS SANITARY DISTRICT NO. 6 (7270)**, a Wisconsin municipal corporation, maintaining its principal offices at W3860 County Road O, Sheboygan Falls, Wisconsin 53085, hereinafter referred to as “**SHEBOYGAN FALLS DISTRICT NO. 6**,” and the **TOWN OF WILSON**, a body corporate and politic, maintaining its principal offices at 5935 South Business Drive, Sheboygan, Wisconsin 53081, hereinafter referred to as “**WILSON**,” and the **TOWN OF WILSON SANITARY DISTRICT NO. 1**, a Wisconsin municipal corporation, maintaining its principal offices at 5935 South Business Drive, Sheboygan, Wisconsin 53081, hereinafter referred to as “**WILSON SANITARY DISTRICT NO. 1**,” and the **TOWN OF WILSON SANITARY DISTRICT NO. 2**, a Wisconsin municipal corporation, maintaining its principal offices at 5935 South Business Drive, Sheboygan, Wisconsin 53081, hereinafter referred to as “**WILSON SANITARY DISTRICT NO. 2**,” and the **TOWN OF LIMA**, a body corporate and politic, maintaining its principal offices at N3689 County Road I, Sheboygan Falls, Wisconsin 53085, hereinafter referred to as “**LIMA**,” and the **VILLAGE OF KOHLER**, a Wisconsin municipal corporation, maintaining its principal offices at 319 Highland Drive, Kohler, Wisconsin 53044, hereinafter referred to as “**KOHLER**” and the **CITY OF SHEBOYGAN FALLS**, a municipal corporation, maintaining its principal offices at 375 Buffalo Street, Sheboygan Falls, Wisconsin 53085, hereinafter referred to as “**CITY OF SHEBOYGAN FALLS**.”

WITNESSETH:

WHEREAS, the parties discharge wastewater to the Wastewater Treatment Plant located at 3333 Lakeshore Drive, Sheboygan, WI 53081 (hereinafter WWTP) which is owned and operated by **SHEBOYGAN** pursuant to the 1975 Joint Sewage Treatment Agreement for the Sheboygan Region including applicable Addendums and Amendments (hereinafter collectively the 1975 Agreement); and

WHEREAS, the parties desire to amend the Sheboygan Regional Service Area of the 1975 Agreement to include and authorize sanitary sewer service to approximately 77 acres of land located within the municipal boundaries of the Town of Mosel legally described on the attached Exhibit A which is more commonly known as the Kohler Co. Generator Plant (the “Generator Plant”) with the support of the Town of Mosel, a body corporate and politic maintaining its principal offices at W982 County Road FF, Sheboygan Wisconsin 53083 as evidenced by its letter dated December 6, 2023 attached as Exhibit B; and

WHEREAS, the parties deem it desirable to eliminate the existing Generator Plant wastewater treatment facility by extending and connecting the Generator Plant to **TOWN/SHEBOYGAN SANITARY DISTRICT NO. 2** collection system and receiving wastewater treatment services from the WWTP; and

WHEREAS, **TOWN/SHEBOYGAN SANITARY DISTRICT NO. 2** intend to cause a new force main to be installed in the Lakeshore Road right-of-way to accommodate discharges of wastewater from the Generator Plant, through facilities owned and operated by **TOWN/SHEBOYGAN SANITARY DISTRICT NO. 2** and ultimately to transmit wastewater to the WWTP; and

WHEREAS, **TOWN/SHEBOYGAN** and the **TOWN/SHEBOYGAN SANITARY DISTRICT NO. 2** intend to negotiate and enter into a development agreement with the owner/operator of the Generator Plant which will condition sewer service on the Generator Plant being added to the municipal boundaries of **TOWN/SHEBOYGAN SANITARY DISTRICT NO. 2** prior to proceeding with the design, construction, inspection and operation of the sanitary sewer extension to the Generator Plant which will also prohibit any connections to the collection system other than to the Generator Plant;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, it is hereby agreed as follows:

1. **Incorporation Of Recitals.** The recitals set forth above are incorporated herein and are made an enforceable part of this Agreement.

2. **Generator Plant Sewer Service Area Amendment Approved.** The Sheboygan Regional Service Area as provided by paragraph 2 of the 1975 Agreement is amended to include and authorize sanitary sewer service to the Generator Plant with the support of the Town of Mosel as evidenced by its letter dated December 6, 2023 attached as Exhibit B. **SHEBOYGAN** acknowledges and agrees that the Regional Wastewater Treatment Plant (WWTP) has the capacity to adequately accept and properly process the wastewater flows anticipated to be generated at the Generator Plant. **SHEBOYGAN** approves the proposed sanitary sewer extension and sanitary sewer service to the Generator Plant conditioned upon standard and customary **SHEBOYGAN** engineering review. No connections to the collection system other than to the Generator Plant are authorized under this Agreement.

3. **New Force Main Costs.** **TOWN/SHEBOYGAN SANITARY DISTRICT NO. 2** shall cause a new ____ inch force main to be installed in the Lakeshore Road right-of-way to accommodate discharge wastewater from the Generator Plant at no cost to the parties hereto. The parties acknowledge, consent and approve the indirect use of facilities owned and operated by **TOWN/SHEBOYGAN SANITARY DISTRICT NO. 2**, including sanitary sewer service to areas located within the Town of Mosel which have been annexed to and receive service from **TOWN/SHEBOYGAN SANITARY DISTRICT NO. 2**, provided that the parties incur no costs therefor.

4. **2030 Sheboygan Urbanized Area Sewer Service Plan Update.** The parties hereto recognize that the current 2030 Sheboygan Urbanized Area Sewer Service Plan is in need of review and updating. The parties agree to cooperate and participate with the Bay-Lake Regional Plan Commission Sheboygan Urbanized Area Sewer Service Area Technical Advisory Committee to update the 2030 Sheboygan Urbanized Area Sewer Service Plan.

5. **Informed Consent Pursuant to SCR 20:1.7(b).** **KOHLER, CITY OF SHEBOYGAN FALLS, TOWN/SHEBOYGAN, TOWN/SHEBOYGAN SANITARY DISTRICT NO. 2, and LIMA**

understand and have been informed that a concurrent conflict of interest exists because Attorney Michael J. Bauer, and Hopp Neumann Humke LLP, represent a number of parties as described in this Agreement. (1) The lawyers reasonably believe that they will be able to provide competent and diligent representation to each affected client (Towns and Municipalities); (2) the representation is not prohibited by law; (3) the representation does not involve the assertion of a claim by one client against another client in the same litigation or other proceeding before a tribunal; and (4) each affected client gives informed consent, confirmed in a writing signed by the client. **KOHLER, CITY OF SHEBOYGAN FALLS, TOWN/SHEBOYGAN, TOWN/SHEBOYGAN SANITARY DISTRICT NO. 2, SHEBOYGAN FALLS** and all of its respective sanitary districts, and **LIMA** do hereby give their respective informed consent to authorize and permit Attorney Michael J. Bauer, and Hopp Neumann Humke LLP, to represent them with respect to the negotiations and preparation of this Agreement as herein described.

6. All Other Terms and Conditions to Remain Effective. Except as expressly modified by this Agreement, the 1975 Joint Sewage Treatment Agreement for the Sheboygan Region, including addendums thereto, amendments thereto and any other interceptor agreements related to wastewater treatment services, shall remain in full force and effect and binding upon the applicable parties thereto, and the parties hereby ratify said agreements.

IN WITNESS WHEREOF the parties have executed this Agreement as of the dates indicated adjacent to their respective signatures.

CITY OF SHEBOYGAN

Date Signed: _____

By _____
Mayor

Date Signed: _____

By _____
Clerk

TOWN OF SHEBOYGAN

Date Signed: _____

By _____
Chairperson

Date Signed: _____

By _____
Town Clerk

**TOWN OF SHEBOYGAN SANITARY DISTRICT
NO. 2**

Date Signed: _____

By _____
President

Date Signed: _____

By _____
Secretary

Date Signed: _____

By _____

Treasurer

TOWN OF SHEBOYGAN FALLS

Date Signed: _____

By _____
Chairperson

Date Signed: _____

By _____
Clerk/Treasurer

**TOWN OF SHEBOYGAN FALLS SANITARY
DISTRICT NO. 4 (7250)**

Date Signed: _____

By _____
President

Date Signed: _____

By _____
Secretary

Date Signed: _____

By _____
Treasurer

**TOWN OF SHEBOYGAN FALLS SANITARY
DISTRICT NO. 5 (7260)**

Date Signed: _____

By _____
President

Date Signed: _____

By _____
Secretary

Date Signed: _____

By _____
Treasurer

**TOWN OF SHEBOYGAN FALLS SANITARY
DISTRICT NO. 6 (7270)
By the Town Board**

Date Signed: _____

By _____
Chairperson

Date Signed: _____

By _____
Clerk/Treasurer

TOWN OF WILSON

Date Signed: _____

By _____
Chairperson

Date Signed: _____

By _____
Clerk

TOWN OF WILSON SANITARY DISTRICT NO. 1

Date Signed: _____

By _____

Date Signed: _____

By _____

Date Signed: _____

By _____

TOWN OF WILSON SANITARY DISTRICT NO. 2

Date Signed: _____

By _____

Date Signed: _____

By _____

Date Signed: _____

By _____

TOWN OF LIMA

Date Signed: _____

By _____
Chairperson

Date Signed: _____

By _____
Clerk/Treasurer

VILLAGE OF KOHLER

Date Signed: _____

By _____
President

Date Signed: _____

By _____
Clerk/Treasurer

CITY OF SHEBOYGAN FALLS

Date Signed: _____

By _____
Mayor

Date Signed: _____

By _____
Clerk