

EXHIBIT
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INTERMUNICIPAL AGREEMENT BETWEEN
SANITARY DISTRICT NO. 4 - TOWN OF BROOKFIELD,
THE CITY OF NEW BERLIN, AND
THE CITY OF BROOKFIELD

This Agreement entered into this 7th day of MAY, 1996, by and between the Sanitary District No. 4 - Town of Brookfield, hereinafter referred to as "District", a municipal corporation organized and existing under the laws of the State of Wisconsin, the City of New Berlin, hereinafter referred to as "New Berlin", a municipal corporation organized and existing under the laws of Wisconsin, and the City of Brookfield, hereinafter referred to as "Brookfield", a municipal corporation organized and existing under the laws of Wisconsin.

WITNESSETH:

WHEREAS, New Berlin has excess sewage treatment capacity in the Fox River Water Pollution Control Center which it purchased under the terms of the agreement dated July 28, 1981 between New Berlin and Brookfield;

WHEREAS, New Berlin wishes to sell 375,000 gallons per day of sewage treatment capacity and the District agrees to purchase 45,000 gallons per day of such capacity;

NOW, THEREFORE, pursuant to Section 66.30 of the Wisconsin Statutes and to the actual covenants and agreements of the parties contained herein and the mutual benefits to be derived from this Agreement, the parties agree to as follows:

1. The Fox River Water Pollution Control Center principally owned and operated by Brookfield does hereby accept the transfer of 45,000 gallons per day of sewage treatment capacity from New Berlin to the District, which transfer shall be made pursuant to the timetable described in the agreement between New Berlin and the District which is attached hereto and incorporated herein by reference as Exhibit 1.
2. The District does agree to be bound by the operating terms and conditions contained in the 1981 agreement between Brookfield and New Berlin for the Fox River Water Pollution Control Center.
3. The District shall be responsible for the treatment plant expansion or improvement capital costs attributable to the purchased sewage treatment capacity beginning with the date payment is made to New Berlin or such capacity is available to the District.

Signed by the Sanitary District No. 4 - Town of Brookfield this 25th day of April, 1996.

SANITARY DISTRICT NO. 4 - TOWN OF BROOKFIELD

By: *John J. Peterson*

ATTEST:

Sharon K. Bloom

Signed by the City of New Berlin this 10th day of MAY, 1996.

CITY OF NEW BERLIN

By: *Mary Clau Cua*

ATTEST:

Michelle Puetzer

Signed by the City of Brookfield this 10th day of May, 1996.

CITY OF BROOKFIELD

By: *Stephen C. Bloomley*

ATTEST:

Robin R. Werner

**AMENDMENTS TO AGREEMENTS AND
ADDENDUMS TO AGREEMENTS**

**CITY OF BROOKFIELD
CITY OF NEW BERLIN
SANITARY DISTRICT NO. 4 - TOWN OF BROOKFIELD
TOWN OF PEWAUKEE SANITARY DISTRICT NO. 3
LAKE PEWAUKEE SANITARY DISTRICT**

WHEREAS, heretofore, the City of Brookfield, the City of New Berlin, the Town of Brookfield, the Town of Pewaukee Sanitary District No. 3, and the Lake Pewaukee Sanitary District entered into agreements and addendums to agreements, relative to the City of Brookfield providing sanitary sewage treatment capacity in the Fox River Water Pollution Control Center, and

WHEREAS, the said agreements provide for the intermunicipal transfers for portions of said capacity, and

WHEREAS, the City of New Berlin has transferred capacity to the City of Brookfield, the Sanitary District No. 4 - Town of Brookfield, the Town of Pewaukee Sanitary District No. 3 and the Lake Pewaukee Sanitary District resulting in amended capacities as shown on the following tables:

City of Brookfield

<u>Parameter</u>	<u>Daily Limit</u>	<u>Maximum Daily Limit</u>	<u>Concentration</u>
Flow	5,240,000 gpd	13,100,000 gpd	
BOD	6,749 lbs	13,497 lbs	250 Mg/L
Suspended Solids	8,087 lbs	24,261 lbs	300 Mg/L
TKN	1,078 lbs	2,155 lbs	40 Mg/L
NH ₃ N	674 lbs	1,348 lbs	25 Mg/L
Phosphorus	269 lbs	674 lbs	10 Mg/L

City of New Berlin

<u>Parameter</u>	<u>Daily Limit</u>	<u>Maximum Daily Limit</u>	<u>Concentration</u>
Flow	45,000 gpd	112,500 gpd	
BOD	92 lbs	184 lbs	250 Mg/L
Suspended Solids	108 lbs	324 lbs	300 Mg/L
TKN	14 lbs	28 lbs	40 Mg/L
NH ₃ N	9 lbs	18 lbs	25 Mg/L
Phosphorus	4 lbs	10 lbs	10 Mg/L

Sanitary District No. 4 - Town of Brookfield

<u>Parameter</u>	<u>Daily Limit</u>	<u>Maximum Daily Limit</u>	<u>Concentration</u>
Flow	945,000 gpd	2,362,500 gpd	
BOD	1,820 lbs	3,640 lbs	250 Mg/L
Suspended Solids	2,154 lbs	6,462 lbs	300 Mg/L
TKN	288 lbs	577 lbs	40 Mg/L
NH ₃ N	180 lbs	360 lbs	25 Mg/L
Phosphorus	72 lbs	179 lbs	10 Mg/L

Town of Pewaukee Sanitary District No. 3

<u>Parameter</u>	<u>Daily Limit</u>	<u>Maximum Daily Limit</u>	<u>Concentration</u>
Flow	1,152,500 gpd	2,881,250 gpd	
BOD	1,942 lbs	3,884 lbs	250 Mg/L
Suspended Solids	2,313 lbs	6,939 lbs	300 Mg/L
TKN	307 lbs	614 lbs	40 Mg/L
NH ₃ N	193 lbs	385 lbs	25 Mg/L
Phosphorus	77 lbs	193 lbs	10 Mg/L

Lake Pewaukee Sanitary District

<u>Parameter</u>	<u>Daily Limit</u>	<u>Maximum Daily Limit</u>	<u>Concentration</u>
Flow	837,500 gpd	2,093,750 gpd	
BOD	1,505 lbs	3,009 lbs	250 Mg/L
Suspended Solids	1,770 lbs	5,310 lbs	300 Mg/L
TKN	236 lbs	472 lbs	40 Mg/L
NH ₃ N	148 lbs	295 lbs	25 Mg/L
Phosphorus	59 lbs	148 lbs	10 Mg/L

WHEREAS, it is in the best interests of all concerned parties that there be a formal amendment to the said agreements and addendums thereto setting forth the approval of all five parties to the said transfer of capacity,

NOW, THEREFORE, the above named parties do hereby formally approve the said transfer of capacity from New Berlin to the City of Brookfield, the Sanitary District No. 4 - Town of Brookfield, the Town of Pewaukee Sanitary District No. 3 and the Lake Pewaukee Sanitary District.

BE IT FURTHER RESOLVED, that this amendment be made a part of the foregoing agreements and addendums to agreements.

SANITARY DISTRICT NO. 4
TOWN OF BROOKFIELD

By: *Edwin J. Kenner*

Date: 5/17/96

ATTEST:

Sharon K. Bloom

CITY OF BROOKFIELD

By: *Katherine C. Bloomberg*

Date: 5-10-96

ATTEST:

Robin R. Warner

TOWN OF PEWAUKEE
SANITARY DISTRICT NO. 3

By: *James L. Fryman*

Date: 5/29/96

ATTEST:

Coral L. Plante

CITY OF NEW BERLIN

By: *Mary Claire Cera*

Date: April 24, 1996

ATTEST:

Michelle Prady

LAKE PEWAUKEE SANITARY DISTRICT

By: *[Signature]*

Date: 6/1/96

ATTEST:

[Signature]

**INTERMUNICIPAL AGREEMENT BETWEEN
SANITARY DISTRICT NO. 4 - TOWN OF BROOKFIELD,
THE CITY OF NEW BERLIN, AND
THE TOWN OF BROOKFIELD**

This Agreement entered into this 22nd day of MAY, 1996, by and between Sanitary District No. 4 - Town of Brookfield, hereinafter referred to as "District", a municipal corporation organized and existing under the laws of the State of Wisconsin, the City of New Berlin, hereinafter referred to as "New Berlin", a municipal corporation organized and existing under the laws of Wisconsin, and the Town of Brookfield, hereinafter referred to as "Town", a municipal corporation organized and existing under the laws of the State of Wisconsin.

WITNESSETH:

WHEREAS, the District and New Berlin both own sewage treatment capacity in the wastewater treatment facility known as the Fox River Water Pollution Control Center which is principally owned and operated by the City of Brookfield;

WHEREAS, New Berlin wishes to sell 375,000 gallons per day of sewage treatment capacity and the District agrees to purchase 45,000 gallons per day of such capacity;

WHEREAS, the Town of Brookfield and New Berlin entered into an agreement dated April 26, 1976 for the construction and operation of a sanitary interceptor sewer, known as the "Poplar Creek-Deer Creek Interceptor";

WHEREAS, under the terms of the April 26, 1976 agreement, hereinafter referred to as the "Poplar Creek Interceptor Agreement", the Town of Brookfield advanced and paid New Berlin's share of the total costs of Phase I and Phase II of the Poplar Creek-Deer Creek Interceptor;

WHEREAS, in accordance with the conditions of the Poplar Creek Interceptor Agreement, New Berlin is to reimburse the Town of Brookfield for the funds advanced with accumulated interest. As of December 31, 1995, the outstanding balance with accumulated interest stands at \$1,447,435.

NOW, THEREFORE, pursuant to Section 66.30 of the Wisconsin Statutes and to the actual covenants and agreements of the parties contained herein and the mutual benefits to be derived from this Agreement, the parties agree to as follows:

1. The District shall purchase from New Berlin 45,000 gallons per day of sewage treatment capacity in the Fox River Water Pollution Control Center at a price of \$85,044. This purchase shall include all elements of sewage treatment capacity listed as follows:

Parameter	Daily Limit	Maximum Daily Limit	Concentration
Flow	45,000 gpd	112,500 gpd	
BOD	92.0 lbs	184.0 lbs	250 Mg/L
Suspended Solids	108.0 lbs	324.0 lbs	300 Mg/L
TKN	14.0 lbs	28.0 lbs	40 Mg/L
NH ₃ N	9.0 lbs	18.0 lbs	25 Mg/L
Phosphorus	4.0 lbs	10.0 lbs	10 Mg/L

2. Payment for the 45,000 gallons per day of sewage treatment capacity shall be credited by the Town of Brookfield against the outstanding balance owed to the Town of Brookfield for the Poplar Creek-Deer Creek Interceptor on January 31, 1996 subject to the City of Brookfield approval of the transfer of sewage treatment capacity from New Berlin to the District.
3. The remaining balance owed by New Berlin for the Poplar Creek-Deer Creek Interceptor shall be due and payable to the Town of Brookfield by December 31, 1997. Interest on the balance shall continue to accrue from January 31, 1996 at the rate of 8.93% per annum until the payment is made.
4. New Berlin shall take all steps necessary to timely convey its interest in the 45,000 gallons per day of sewage treatment capacity in the Fox River Water Pollution Control Center to the District.
5. The District shall be responsible for the treatment plant expansion or improvement capital costs attributable to the purchased sewage treatment capacity beginning with the date such capacity is available to the District.

Signed by the Sanitary District No. 4 - Town of Brookfield this 25th day of April, 1996.

SANITARY DISTRICT NO. 4 - TOWN OF BROOKFIELD
By: Elin Wilkinson

ATTEST:
Sharon K. Bloom

Signed by the City of New Berlin this 22nd day of May, 1996.

CITY OF NEW BERLIN
By: Mary Clavicus

ATTEST:
[Signature]

Signed by the Town of Brookfield this 21 day of May, 1996.

TOWN OF BROOKFIELD
By: Joseph R. Schwartz

ATTEST:
Barbara A. Hartung

**INTERMUNICIPAL AGREEMENT BETWEEN
THE CITY OF BROOKFIELD
AND THE CITY OF NEW BERLIN**

This Agreement entered into this 7th day of MAY, 1996, by and between the City of Brookfield, hereinafter referred to as "Brookfield", a municipal corporation organized and existing under the laws of the State of Wisconsin, and the City of New Berlin, hereinafter referred to as "New Berlin", a municipal corporation organized and existing under the laws of Wisconsin.

WITNESSETH:

WHEREAS, Brookfield and New Berlin both own sewage treatment capacity in the wastewater treatment facility known as the Fox River Water Pollution Control Center which is principally owned and operated by Brookfield;

WHEREAS New Berlin wishes to sell 375,000 gallons per day of sewage treatment capacity and Brookfield agrees to purchase 240,000 gallons per day of such capacity;

WHEREAS, Brookfield and New Berlin entered into an agreement dated April 26, 1976 for the construction and operation of a sanitary interceptor sewer, known as the "Poplar Creek-Deer Creek Interceptor";

WHEREAS, under the terms of the April 26, 1976 agreement, hereinafter referred to as the "Poplar Creek Interceptor Agreement", Brookfield advanced and paid New Berlin's share of the total costs of Phase I and Phase II of the Poplar Creek-Deer Creek Interceptor;

WHEREAS, in accordance with the conditions of the Poplar Creek Interceptor Agreement, New Berlin is to reimburse Brookfield for the funds advanced with accumulated interest. As of December 31, 1995, the outstanding balance with accumulated interest stands at \$1,314,916.78;

NOW, THEREFORE, pursuant to Section 66.30 of the Wisconsin Statutes and to the actual covenants and agreements of the parties contained herein and the mutual benefits to be derived from this Agreement, the parties agree to as follows:

1. Brookfield shall purchase from New Berlin 240,000 gallons per day of sewage treatment capacity in the Fox River Water Pollution Control Center at a price of \$453,568. This purchase shall include all elements of sewage treatment capacity listed as follows:

<u>Parameter</u>	<u>Daily Limit</u>	<u>Maximum Daily Limit</u>	<u>Concentration</u>
Flow	240,000 gpd	600,000 gpd	
BOD	489.7 lbs	979.4 lbs	250 Mg/L
Suspended Solids	576.0 lbs	1728.0 lbs	300 Mg/L
TKN	76.6 lbs	153.20 lbs	40 Mg/L
NH ₃ N	48.0 lbs	96.0 lbs	25 Mg/L
Phosphorus	19.4 lbs	48.5 lbs	10 Mg/L

2. Payment for the 240,000 gallons per day of sewage treatment capacity shall be credited by Brookfield against the outstanding balance owed for the Poplar Creek-Deer Creek Interceptor on January 31, 1996 subject to Brookfield approval of the transfer of sewage treatment capacity from New Berlin to Brookfield.
3. The remaining balance owed by New Berlin for the Poplar Creek-Deer Creek Interceptor shall be due and payable to Brookfield by December 31, 1997. Interest on the balance shall continue to accrue from January 31, 1996 at the rate of 5.80% per annum until the payment is made.
4. New Berlin shall take all steps necessary to timely convey its interest in the 240,000 gallons per day of sewage treatment capacity in the Fox River Water Pollution Control Center to Brookfield.
5. Brookfield shall be responsible for the treatment plant expansion or improvement capital costs attributable to the purchased sewage treatment capacity beginning with the date such capacity is available to Brookfield.

Signed by the City of Brookfield this 10th day of May, 1996.

CITY OF BROOKFIELD

By: Kathryn C. Bloomberg

ATTEST:

William R. Wesmer

Signed by the City of New Berlin this 10th day of MAY, 1996.

CITY OF NEW BERLIN

By: Mary Ann Curran

ATTEST:

Wynchille Puetz

**AMENDMENT NO. 1
TO
INTERMUNICIPAL AGREEMENT BETWEEN
THE CITY OF BROOKFIELD
AND THE CITY OF NEW BERLIN**

The initial Agreement entered into on the 7th day of May, 1996, by and between the City of Brookfield, hereinafter referred to as "Brookfield", a municipal corporation organized and existing under the laws of the State of Wisconsin, and the City of New Berlin, hereinafter referred to as "New Berlin", a municipal corporation organized and existing under the laws of Wisconsin, is hereby amended.

WITNESSETH:

WHEREAS, Brookfield and New Berlin both own sewage treatment capacity in the wastewater treatment facility known as the Fox River Water Pollution Control Center which is principally owned and operated by Brookfield;

WHEREAS New Berlin wishes to sell 375,000 gallons per day of sewage treatment capacity and Brookfield agrees to purchase 240,000 gallons per day of such capacity;

WHEREAS, Brookfield and New Berlin entered into an agreement dated April 26, 1976 for the construction and operation of a sanitary interceptor sewer, known as the "Poplar Creek-Deer Creek Interceptor";

WHEREAS, under the terms of the April 26, 1976 agreement, hereinafter referred to as the "Poplar Creek Interceptor Agreement", Brookfield advanced and paid New Berlin's share of the total costs of Phase I and Phase II of the Poplar Creek-Deer Creek Interceptor;

WHEREAS, in accordance with the conditions of the Poplar Creek Interceptor Agreement, New Berlin is to reimburse Brookfield for the funds advanced with accumulated interest. As of December 31, 1995, the outstanding balance with accumulated interest stands at \$1,314,916.78;

NOW, THEREFORE, pursuant to Section 66.30 of the Wisconsin Statutes and to the actual covenants and agreements of the parties contained herein and the mutual benefits to be derived from this Agreement, the parties agree to as follows:

- 1. Brookfield shall purchase from New Berlin 240,000 gallons per day of sewage treatment capacity in the Fox River Water Pollution Control Center at a price of \$453,568. This purchase shall include all elements of sewage treatment capacity listed as follows:

<u>Parameter</u>	<u>Daily Limit</u>	<u>Maximum Daily Limit</u>	<u>Concentration</u>
Flow	240,000 gpd	600,000 gpd	
BOD	489.7 lbs	979.4 lbs	250 Mg/L
Suspended Solids	576.0 lbs	1728.0 lbs	300 Mg/L
TKN	76.6 lbs	153.20 lbs	40 Mg/L
NH ₃ N	48.0 lbs	96.0 lbs	25 Mg/L
Phosphorus	19.4 lbs	48.5 lbs	10 Mg/L

2. Payment for the Poplar Creek-Deer Creek Interceptor shall be due and payable to the City of Brookfield no later than December 31, 1997. Interest on the outstanding balance shall continue to accrue at the rate of 5.8% per annum until the payment is made.
3. Upon receipt of New Berlin's payment for the Poplar Creek-Deer Creek Interceptor, the City of Brookfield shall pay New Berlin \$453,568 for the capacity in the Fox River Water Pollution Control Center listed in Item 1.
4. Brookfield shall be responsible for the treatment plant expansion or improvement capital costs attributable to the purchased sewage treatment capacity for any costs incurred after May 10, 1996.

Signed by the City of Brookfield this 16th day of October, 1996.

CITY OF BROOKFIELD

By: Kathleen C. Bramley, Mayor

ATTEST:

Kathleen A. Schmidt

Signed by the City of New Berlin this 28th day of October, 1996.

CITY OF NEW BERLIN

By: Manuela Cera

ATTEST:

[Signature]

provisions have been made
I certify that ~~adequate funds are on hand~~ to satisfy the indebtedness incurred under this contract.

Dated this 28th of October, 1996

Michael W. Holzinger
Michael W. Holzinger
New Berlin Treasurer/Comptroller

INTERMUNICIPAL AGREEMENT BETWEEN
THE CITY OF BROOKFIELD AND
THE CITY OF NEW BERLIN

This Agreement entered into this 7th day of MAY, 1996, by and between the City of New Berlin, hereinafter referred to as "New Berlin", a municipal corporation organized and existing under the laws of Wisconsin, and the City of Brookfield, hereinafter referred to as "Brookfield", a municipal corporation organized and existing under the laws of Wisconsin.

WITNESSETH:

WHEREAS, New Berlin has excess sewage treatment capacity in the Fox River Water Pollution Control Center which it purchased under the terms of the agreement dated July 28, 1981 between New Berlin and Brookfield;

WHEREAS, New Berlin wishes to sell 375,000 gallons per day of sewage treatment capacity and Brookfield agrees to purchase 240,000 gallons per day of such capacity;

NOW, THEREFORE, pursuant to Section 66.30 of the Wisconsin Statutes and to the actual covenants and agreements of the parties contained herein and the mutual benefits to be derived from this Agreement, the parties agree to as follows:

1. The Fox River Water Pollution Control Center principally owned and operated by Brookfield does hereby accept the transfer of 240,000 gallons per day of sewage treatment capacity from New Berlin to Brookfield, which transfer shall be made pursuant to the timetable described in the agreement between New Berlin and Brookfield which is attached hereto and incorporated herein by reference as Exhibit 1.
2. Brookfield shall be responsible for the treatment plant expansion or improvement capital costs attributable to the purchased sewage treatment capacity beginning with the date such capacity is available to Brookfield.

Signed by the City of New Berlin this 10th day of MAY, 1996.

CITY OF NEW BERLIN

By: Mary Claire Cera

ATTEST:

Michelle Puetzer

Signed by the City of Brookfield this 10th day of May, 1996.

CITY OF BROOKFIELD

By: Kathryn C. Bloomberg

ATTEST:

Arlin R. Wesner

COPY

Exhibit 1

AMENDMENT NO. 1
TO
INTERMUNICIPAL AGREEMENT BETWEEN
THE CITY OF BROOKFIELD
AND THE CITY OF NEW BERLIN

The initial Agreement entered into on the 7th day of May, 1996, by and between the City of Brookfield, hereinafter referred to as "Brookfield", a municipal corporation organized and existing under the laws of the State of Wisconsin, and the City of New Berlin, hereinafter referred to as "New Berlin", a municipal corporation organized and existing under the laws of Wisconsin, is hereby amended.

WITNESSETH:

WHEREAS, Brookfield and New Berlin both own sewage treatment capacity in the wastewater treatment facility known as the Fox River Water Pollution Control Center which is principally owned and operated by Brookfield;

WHEREAS New Berlin wishes to sell 375,000 gallons per day of sewage treatment capacity and Brookfield agrees to purchase 240,000 gallons per day of such capacity;

WHEREAS, Brookfield and New Berlin entered into an agreement dated April 26, 1976 for the construction and operation of a sanitary interceptor sewer, known as the "Poplar Creek-Deer Creek Interceptor";

WHEREAS, under the terms of the April 26, 1976 agreement, hereinafter referred to as the "Poplar Creek Interceptor Agreement", Brookfield advanced and paid New Berlin's share of the total costs of Phase I and Phase II of the Poplar Creek-Deer Creek Interceptor;

WHEREAS, in accordance with the conditions of the Poplar Creek Interceptor Agreement, New Berlin is to reimburse Brookfield for the funds advanced with accumulated interest. As of December 31, 1995, the outstanding balance with accumulated interest stands at \$1,314,916.78;

NOW, THEREFORE, pursuant to Section 66.30 of the Wisconsin Statutes and to the actual covenants and agreements of the parties contained herein and the mutual benefits to be derived from this Agreement, the parties agree to as follows:

- 1. Brookfield shall purchase from New Berlin 240,000 gallons per day of sewage treatment capacity in the Fox River Water Pollution Control Center at a price of \$453,568. This purchase shall include all elements of sewage treatment capacity listed as follows:

<u>Parameter</u>	<u>Daily Limit</u>	<u>Maximum Daily Limit</u>	<u>Concentration</u>
Flow	240,000 gpd	600,000 gpd	
BOD	489.7 lbs	979.4 lbs	250 Mg/L
Suspended Solids	576.0 lbs	1728.0 lbs	300 Mg/L
TKN	76.6 lbs	153.20 lbs	40 Mg/L
NH ₃ N	48.0 lbs	96.0 lbs	25 Mg/L
Phosphorus	19.4 lbs	48.5 lbs	10 Mg/L

2. Payment for the Poplar Creek-Deer Creek Interceptor shall be due and payable to the City of Brookfield no later than December 31, 1997. Interest on the outstanding balance shall continue to accrue at the rate of 5.8% per annum until the payment is made.
3. Upon receipt of New Berlin's payment for the Poplar Creek-Deer Creek Interceptor, the City of Brookfield shall pay New Berlin \$453,568 for the capacity in the Fox River Water Pollution Control Center listed in Item 1.
4. Brookfield shall be responsible for the treatment plant expansion or improvement capital costs attributable to the purchased sewage treatment capacity for any costs incurred after May 10, 1996.

Signed by the City of Brookfield this 16th day of October, 1996.

CITY OF BROOKFIELD

By: Kathryn L. Bromberg, Mayor

ATTEST:

Kudwin A. Schmidt

Signed by the City of New Berlin this _____ day of _____, 1996.

CITY OF NEW BERLIN

By: _____

ATTEST:

I certify that adequate funds are on hand to satisfy the indebtedness incurred under this contract.

Dated this _____ of _____, 1996

Michael W. Holzinger
New Berlin Treasurer/Comptroller

AMENDMENT NO. 1
TO
INTERMUNICIPAL AGREEMENT BETWEEN
SANITARY DISTRICT NO. 4 - TOWN OF BROOKFIELD,
THE CITY OF NEW BERLIN, AND
THE TOWN OF BROOKFIELD

This Agreement entered into this ____ day of _____, 1996, by and between Sanitary District No. 4 - Town of Brookfield, hereinafter referred to as "District", a municipal corporation organized and existing under the laws of the State of Wisconsin, the City of New Berlin, hereinafter referred to as "New Berlin", a municipal corporation organized and existing under the laws of Wisconsin, and the Town of Brookfield, hereinafter referred to as "Town", a municipal corporation organized and existing under the laws of the State of Wisconsin.

WITNESSETH:

WHEREAS, the District and New Berlin both own sewage treatment capacity in the wastewater treatment facility known as the Fox River Water Pollution Control Center which is principally owned and operated by the City of Brookfield;

WHEREAS, New Berlin wishes to sell 375,000 gallons per day of sewage treatment capacity and the District agrees to purchase 45,000 gallons per day of such capacity;

WHEREAS, the Town of Brookfield and New Berlin entered into an agreement dated April 26, 1976 for the construction and operation of a sanitary interceptor sewer, known as the "Poplar Creek-Deer Creek Interceptor";

WHEREAS, under the terms of the April 26, 1976 agreement, hereinafter referred to as the "Poplar Creek Interceptor Agreement", the Town of Brookfield advanced and paid New Berlin's share of the total costs of Phase I and Phase II of the Poplar Creek-Deer Creek Interceptor;

WHEREAS, in accordance with the conditions of the Poplar Creek Interceptor Agreement, New Berlin is to reimburse the Town of Brookfield for the funds advanced with accumulated interest. As of December 31, 1995, the outstanding balance with accumulated interest stands at \$1,447,435.

NOW, THEREFORE, pursuant to Section 66.30 of the Wisconsin Statutes and to the actual covenants and agreements of the parties contained herein and the mutual benefits to be derived from this Agreement, the parties agree to as follows:

1. The District shall purchase from New Berlin 45,000 gallons per day of sewage treatment capacity in the Fox River Water Pollution Control Center at a price of \$85,044. This purchase shall include all elements of sewage treatment capacity listed as follows:

<u>Parameter</u>	<u>Daily Limit</u>	<u>Maximum Daily Limit</u>	<u>Concentration</u>
Flow	45,000 gpd	112,500 gpd	
BOD	92.0 lbs	184.0 lbs	250 Mg/L
Suspended Solids	108.0 lbs	324.0 lbs	300 Mg/L
TKN	14.0 lbs	28.0 lbs	40 Mg/L
NH ₃ N	9.0 lbs	18.0 lbs	25 Mg/L
Phosphorus	4.0 lbs	10.0 lbs	10 Mg/L

2. Payment for the Poplar Creek-Deer Creek Interceptor shall be due and payable to the Town of Brookfield no later than December 31, 1997. Interest on the outstanding balance shall continue to accrue at the rate of 8.93% per annum until the payment is made.
3. Upon receipt of New Berlin's payment for the Poplar Creek-Deer Creek Interceptor, the Town of Brookfield shall pay New Berlin \$85,044 for the capacity in the Fox River Water Pollution Control Center listed in Item 1.
4. Sanitary District No. 4-Town of Brookfield shall be responsible for the treatment plant expansion or improvement capital costs attributable to the purchased sewage treatment capacity for any costs incurred after May 22, 1996.

Signed by the Sanitary District No. 4 - Town of Brookfield this 23rd day of October, 1996.

SANITARY DISTRICT NO. 4 - TOWN OF BROOKFIELD

By: _____

ATTEST:

Sharon K. Bloom

Signed by the City of New Berlin this _____ day of _____, 1996.

CITY OF NEW BERLIN

By: _____

ATTEST:

Signed by the Town of Brookfield this 15th day of October, 1996.

TOWN OF BROOKFIELD

By: Joseph R. Schwartz

ATTEST:

Barbara A. Hartung

I certify that adequate funds are on hand to satisfy the indebtedness incurred under this contract.

Dated this _____ of _____, 1996

Michael W. Holzinger
New Berlin Treasurer/Comptroller

INTERMUNICIPAL AGREEMENT BETWEEN
THE LAKE PEWAUKEE SANITARY DISTRICT,
THE CITY OF NEW BERLIN, AND
THE CITY OF BROOKFIELD

This Agreement entered into this 7th day of May, 1996, by and between the Lake Pewaukee Sanitary District, hereinafter referred to as "District", a municipal corporation organized and existing under the laws of the State of Wisconsin, the City of New Berlin, hereinafter referred to as "New Berlin", a municipal corporation organized and existing under the laws of Wisconsin, and the City of Brookfield, hereinafter referred to as "Brookfield", a municipal corporation organized and existing under the laws of Wisconsin.

WITNESSETH:

WHEREAS, New Berlin has excess sewage treatment capacity in the Fox River Water Pollution Control Center which it purchased under the terms of the agreement dated July 28, 1981 between New Berlin and Brookfield;

WHEREAS, New Berlin wishes to sell 375,000 gallons per day of sewage treatment capacity and the District agrees to purchase 37,500 gallons per day of such capacity;

NOW, THEREFORE, pursuant to Section 66.30 of the Wisconsin Statutes and to the actual covenants and agreements of the parties contained herein and the mutual benefits to be derived from this Agreement, the parties agree to as follows:

1. The Fox River Water Pollution Control Center principally owned and operated by Brookfield does hereby accept the transfer of 37,500 gallons per day of sewage treatment capacity from New Berlin to the District, which transfer shall be made pursuant to the timetable described in the agreement between New Berlin and the District which is attached hereto and incorporated herein by reference as Exhibit 1.
2. The District does agree to be bound by the operating terms and conditions contained in the 1981 agreement between Brookfield and New Berlin for the Fox River Water Pollution Control Center.
3. The District shall be responsible for the treatment plant expansion or improvement capital costs attributable to the purchased sewage treatment capacity beginning with the date payment is made to New Berlin.

Signed by the Lake Pewaukee Sanitary District this 16th day of April, 1996.

LAKE PEWAUKEE SANITARY DISTRICT

By: [Signature]

ATTEST:

James A. Ward

Signed by the City of New Berlin this 10th day of MAY, 1996.

CITY OF NEW BERLIN

By: [Signature]

ATTEST:

[Signature]

Signed by the City of Brookfield this 10th day of May, 1996.

CITY OF BROOKFIELD

By: [Signature]

ATTEST:

[Signature]

**INTERMUNICIPAL AGREEMENT BETWEEN
THE LAKE PEWAUKEE SANITARY DISTRICT
AND THE CITY OF NEW BERLIN**

This Agreement entered into this 7th day of MAY, 1996, by and between the Lake Pewaukee Sanitary District, hereinafter referred to as "District", a municipal corporation organized and existing under the laws of the State of Wisconsin, and the City of New Berlin, hereinafter referred to as "City", a municipal corporation organized and existing under the laws of Wisconsin.

WITNESSETH:

WHEREAS, the District and the City both own sewage treatment capacity in the wastewater treatment facility known as the Fox River Water Pollution Control Center which is principally owned and operated by the City of Brookfield;

WHEREAS the City wishes to sell 375,000 gallons per day of sewage treatment capacity and the District agrees to purchase 37,500 gallons per day of such capacity;

NOW, THEREFORE, pursuant to Section 66.30 of the Wisconsin Statutes and to the actual covenants and agreements of the parties contained herein and the mutual benefits to be derived from this Agreement, the parties agree to as follows:

1. The District shall purchase from the City 37,500 gallons per day of sewage treatment capacity in the Fox River Water Pollution Control Center at a price of \$70,870. This purchase shall include all elements of sewage treatment capacity listed as follows:

<u>Parameter</u>	<u>Daily Limit</u>	<u>Maximum Daily Limit</u>	<u>Concentration</u>
Flow	37,500 gpd	93,750 gpd	
BOD	76.5 lbs	153.0 lbs	250 Mg/L
Suspended Solids	90.0 lbs	270.0 lbs	300 Mg/L
TKN	12.0 lbs	24.0 lbs	40 Mg/L
NH ₃ N	7.5 lbs	15.0 lbs	25 Mg/L
Phosphorus	3.0 lbs	7.5 lbs	10 Mg/L

2. Payment for the 37,500 gallons per day of sewage treatment capacity shall be made by the District to the City on or before July 31, 1996 subject to the City of Brookfield approval of the transfer of sewage treatment capacity from the City to the District.

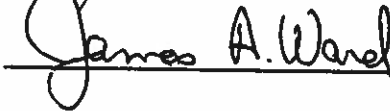
3. The City shall take all steps necessary to timely convey its interest in the 37,500 gallons per day of sewage treatment capacity in the Fox River Water Pollution Control Center to the District.
4. The District shall be responsible for the treatment plant expansion or improvement capital costs attributable to the purchased sewage treatment capacity beginning with the date payment is made to the City.

Signed by the Lake Pewaukee Sanitary District this 16th day of APRIL, 1996.

LAKE PEWAUKEE SANITARY DISTRICT

By: 

ATTEST:

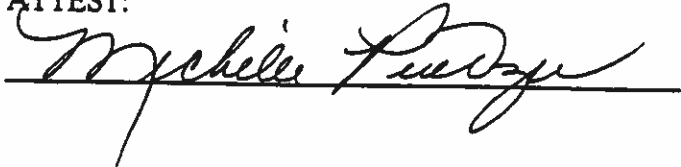

James A. Ward

Signed by the City of New Berlin this 10th day of MAY, 1996.

CITY OF NEW BERLIN

By: 

ATTEST:



INTERMUNICIPAL AGREEMENT BETWEEN
THE TOWN OF PEWAUKEE SANITARY DISTRICT NO. 3,
THE CITY OF NEW BERLIN, AND
THE CITY OF BROOKFIELD

This Agreement entered into this 7th day of MAY, 1996, by and between the Town of Pewaukee Sanitary District No. 3, hereinafter referred to as "District", a municipal corporation organized and existing under the laws of the State of Wisconsin, the City of New Berlin, hereinafter referred to as "New Berlin", a municipal corporation organized and existing under the laws of Wisconsin, and the City of Brookfield, hereinafter referred to as "Brookfield", a municipal corporation organized and existing under the laws of Wisconsin.

WITNESSETH:

WHEREAS, New Berlin has excess sewage treatment capacity in the Fox River Water Pollution Control Center which it purchased under the terms of the agreement dated July 28, 1981 between New Berlin and Brookfield;

WHEREAS, New Berlin wishes to sell 375,000 gallons per day of sewage treatment capacity and the District agrees to purchase 52,500 gallons per day of such capacity;

NOW, THEREFORE, pursuant to Section 66.30 of the Wisconsin Statutes and to the actual covenants and agreements of the parties contained herein and the mutual benefits to be derived from this Agreement, the parties agree to as follows:

1. The Fox River Water Pollution Control Center principally owned and operated by Brookfield does hereby accept the transfer of 52,500 gallons per day of sewage treatment capacity from New Berlin to the District, which transfer shall be made pursuant to the timetable described in the agreement between New Berlin and the District which is attached hereto and incorporated herein by reference as Exhibit 1.
2. The District does agree to be bound by the operating terms and conditions contained in the 1981 agreement between Brookfield and New Berlin for the Fox River Water Pollution Control Center.
3. The District shall be responsible for the treatment plant expansion or improvement capital costs attributable to the purchased sewage treatment capacity beginning with the date payment is made to New Berlin.

Signed by the Town of Pewaukee Sanitary District No. 3 this 30th day of April, 1996.

TOWN OF PEWAUKEE

SANITARY DISTRICT NO. 3

By: Jan P. Engman

ATTEST:

Carol L. Plant

Signed by the City of New Berlin this 10th day of MAY, 1996.

CITY OF NEW BERLIN

By: Mary Claire Cera

ATTEST:

Michelle Pudzis

Signed by the City of Brookfield this 10th day of May, 1996.

CITY OF BROOKFIELD

By: Kathryn C. Bloomberg

ATTEST:

Robin R. Werner

**INTERMUNICIPAL AGREEMENT BETWEEN
THE TOWN OF PEWAUKEE SANITARY DISTRICT NO. 3
AND THE CITY OF NEW BERLIN**

This Agreement entered into this 7th day of MAY, 1996, by and between the Town of Pewaukee Sanitary District No. 3, hereinafter referred to as "District", a municipal corporation organized and existing under the laws of the State of Wisconsin, and the City of New Berlin, hereinafter referred to as "City", a municipal corporation organized and existing under the laws of Wisconsin.

WITNESSETH:

WHEREAS, the District and the City both own sewage treatment capacity in the wastewater treatment facility known as the Fox River Water Pollution Control Center which is principally owned and operated by the City of Brookfield;

WHEREAS, the City wishes to sell 375,000 gallons per day of sewage treatment capacity and the District agrees to purchase 52,500 gallons per day of such capacity;

NOW, THEREFORE, pursuant to Section 66.30 of the Wisconsin Statutes and to the actual covenants and agreements of the parties contained herein and the mutual benefits to be derived from this Agreement, the parties agree to as follows:

1. The District shall purchase from the City 52,500 gallons per day of sewage treatment capacity in the Fox River Water Pollution Control Center at a price of \$99,218. This purchase shall include all elements of sewage treatment capacity listed as follows:

<u>Parameter</u>	<u>Daily Limit</u>	<u>Maximum Daily Limit</u>	<u>Concentration</u>
Flow	52,500 gpd	131,500 gpd	
BOD	107.1 lbs	214.2 lbs	250 Mg/L
Suspended Solids	126.0 lbs	378.0 lbs	300 Mg/L
TKN	16.8 lbs	33.6 lbs	40 Mg/L
NH ₃ N	10.5 lbs	21.0 lbs	25 Mg/L
Phosphorus	4.3 lbs	10.75 lbs	10 Mg/L

2. Payment for the 52,500 gallons per day of sewage treatment capacity shall be made by the District to New Berlin on or before July 31, 1996 subject to the City of Brookfield approval of the transfer of sewage treatment capacity from the City to the District.

3. The City shall take all steps necessary to timely convey its interest in the 52,500 gallons per day of sewage treatment capacity in the Fox River Water Pollution Control Center to the District.
4. The District shall be responsible for the treatment plant expansion or improvement capital costs attributable to the purchased sewage treatment capacity beginning with the date payment is made to the City and such capacity is available to the District.

Signed by the Town of Pewaukee Sanitary District No. 3 this 30th day of April, 1996.

TOWN OF PEWAUKEE

SANITARY DISTRICT NO. 3

By: James P. Engman

ATTEST:

Carol L. Plant

Signed by the City of New Berlin this 10th day of MAY, 1996.

CITY OF NEW BERLIN

By: Mary Clavicus

ATTEST:

Michelle Pudzis