

**Neenah-Menasha Sewerage  
Commission Ordinance-Contract**

**(As amended June 2008)**

ORDINANCE NO. \_\_\_\_\_

An Ordinance-Contract to Jointly Reorganize the Neenah-Menasha Sewerage Commission, Pursuant to Wis. Stats. Section 66.30, and to Contractually Jointly Establish the Operation and Administration of Sewerage Collection, Treatment and Disposal Facilities

WHEREAS, the City of Neenah, the City of Menasha, the Town of Neenah Sanitary District #1, the Town of Neenah Sanitary District #1-1, the Town of Neenah Sanitary District #2, the Town of Menasha Sanitary District #4, the Town of Harrison Waverly Sanitary District, the Town of Neenah, the Town of Menasha, and the Town of Harrison, all being political subdivisions of the State of Wisconsin described in detail in Article I hereof, seek to jointly participate in the reorganization of the Neenah-Menasha Sewerage Commission, pursuant to Wis. Stats., Sec. 66.30, and to establish a single contractual relationship with and among such enumerated political subdivisions; and

WHEREAS, all of the several political subdivisions hereto recognize: (i) that the City of Menasha, a municipal corporation and political subdivision of the State of Wisconsin, has previously adopted ordinances which jointly recreated the Neenah-Menasha Sewerage Commission (City of Menasha Ordinance No. 0-1-79, adopted January 2, 1979; as amended by City of Menasha Ordinance No. 0-3-79, adopted January 16, 1979; as amended by City of Menasha Ordinance No. 0-50-80, adopted November 18, 1980; as amended by City of Menasha Ordinance No. 0-25-81, adopted June 2, 1981); (ii) that the City of Neenah, a municipal corporation and political subdivision of the State of Wisconsin, has likewise previously adopted ordinances which jointly recreated the Neenah-Menasha Sewerage Commission (City of Neenah Ordinance No. 499, adopted January 11, 1979; as amended by City of Neenah Ordinance No. 562, adopted March 4, 1981; as amended by City of Neenah Ordinance No. 575, adopted May 20, 1981); (iii) that said ordinances as originally adopted and as amended (including any amendments thereto inadvertently not enumerated above, or incorrectly identified) are hereinafter referred to as the "Initial Ordinance"; and

WHEREAS, the several political subdivisions which are parties hereto have determined that it is necessary and expedient for the City of Menasha and the City of Neenah, respectively, to hereby repeal and rescind in part the Initial Ordinance; and

WHEREAS, the several political subdivisions which are parties hereto have determined that it is likewise necessary and expedient to rescind and replace certain Wastewater Treatment Service Contracts enumerated below in detail;

NOW, THEREFORE, said political subdivisions by their respective Common Councils, Sanitary District Commissions or Town Boards do hereby jointly and mutually contract and agree as follows:

A. The parties do hereby jointly rescind, terminate, fully nullify and replace each of the following Wastewater Treatment Service Contracts (which contracts, by the terms of Section 810 thereof, are considered and deemed to be a single contract among the parties):

1. March 27, 1979, Wastewater Treatment Service Contract executed each by the City of Neenah, the City of Menasha, and the Neenah-Menasha Sewerage Commission;

2. August 13, 1979, Wastewater Treatment Service Contract executed each by the Town of Neenah Sanitary Districts Nos. 1, 1-1 and 2, and by the Neenah-Menasha Sewerage Commission, and ratified by the Town Board of the Town of Neenah;

3. September 7, 1979, Wastewater Treatment Service Contract executed each by the Town of Harrison Waverly Sanitary District, and by the Neenah-Menasha Sewerage Commission, but not ratified by the Town Board of the Town of Harrison.

Such action shall become effective on September 15, 1982, or on the date the last party hereto adopts and executes this Ordinance-Contract, whichever date occurs later; the parties have been assured that the Neenah-Menasha Sewerage Commission, though not a signatory hereto, will take similar action, on or before September 15, 1982, rescinding, terminating and nullifying said Wastewater Treatment Service Contracts, effective September 15, 1982, or on the date the last party hereto adopts and executes this Ordinance-Contract, whichever date occurs later.

B. The Common Council of the City of Menasha and the Common Council of the City of Neenah do each hereby ordain that the Initial Ordinance is hereby repealed and rescinded, effective September 15, 1982, or on the date the last party hereto adopts and executes this Ordinance-Contract, whichever date occurs later, except for Section 1(1) of City of Menasha Ordinance No. 0-1-79, adopted January 2, 1979, and Section 1(1) of City of Neenah Ordinance No. 499, adopted January 11, 1979, relating to the recreation of the Neenah-Menasha Sewerage Commission (passage of which Initial Ordinance had followed earlier dissolution of a Wis. Stats., Chapter 144 sewerage commission); which Section 1(1) of each such Initial Ordinance is hereby amended and supplemented as set forth in ARTICLE II hereinafter.

FURTHER, NOW, THEREFORE, effective September 15, 1982, or on the date the last party hereto adopts and executes this Ordinance-Contract, whichever date occurs later, each of the parties hereto by its respective governing body does hereby newly adopt and ordain as follows:

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ARTICLE I  
DEFINITIONS

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

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

“Act” means Sections 60.30 to 60.316, inclusive, of the Wisconsin Statutes, as amended.

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

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

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

“Capital Charges” means all customary and usual capitalized expenses of the Commission including, but not limited to, capital amortization; costs of constructing, acquiring, purchasing, adding to, leasing, planning, designing, extending and improving any part of the Regional System; new capitalized equipment; interest charges; debt retirement; financing charges; consultant fees; real estate acquisition; and incidental administrative expenses chargeable to the capital fund.

“Chief Executive Officer” means the Town Chairman of any town, the Mayor or City Manager of any city, the President of any village and the President of any town sanitary commission.

“Commission” means the Neenah-Menasha Sewerage Commission, the commission formed pursuant to Section 66.30 by Section 1(1) of the Initial Ordinance, as amended and supplemented by Section 201 hereof.

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

“Contracting Industrial User” shall mean an Industrial User of the Regional System whose design or actual flow and/or design or actual Waste Components are 5% or greater of the design flow and/or Waste Components of the regional treatment plant, as determined by the Commission.

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

“Depreciation Costs” means all costs associated with establishing a fund for the purpose of obtaining and installing, or replacing, equipment, accessories, or appurtenances which are necessary to maintain the capacity and performance of the Regional System during its service life.

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

“Eligible Municipality” means any town, city, village or town sanitary district of the State of Wisconsin (other than the Municipalities) which is within the Neenah Menasha service area as designated by the East Central Wisconsin Regional Planning Commission, as amended from time to time.

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

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

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

“Governing Body” means the board of any town, the legislative body of a city or village and the commission of any town sanitary district.

“Industrial Cost Recovery Charge” means any charge Federal or State law or regulation requires be collected by the Commission from Industrial Users, as distinguished from other Users.

“Industrial User” means, for the purposes of this Ordinance/Contract, the following:

(a) any non-residential User of the Regional System (after allowance for an exclusion granted by the Commission pursuant to Section 205(k), which discharges more than the equivalent of 25,000 gallons per day (gpd) of sanitary wastes and which is identified in the Standard Industrial Classification Manual, 1972, Office of Management and Budget, as amended and supplemented under one of the following divisions:

Division A - Agriculture, Forestry and Fishing.

Division B - Mining.

Division D - Manufacturing.

Division E - Transportation, Communications,  
Electric, Gas and Sanitary Services.

Division I – Services.

After applying the sanitary waste exclusion in Section 205(k) hereof (if the Commission chooses to do so), dischargers that have a volume exceeding 25,000 gpd or the weight of BOD or suspended solids equivalent to that weight found in 25,000 gpd of sanitary waste are considered Industrial Users. Sanitary wastes are the wastes discharged from residential users.

(b) Any nongovernmental user which discharges any Wastewater containing toxic pollutants or which has any other adverse effect on the Regional System or receiving waters; or

(c) Any commercial user of an EPA funded Local Sewer System.

(d) Any person or firm which introduces pollutants into a POTW (publicly owned treatment works), either via a Local Sewer System or via the Regional System or otherwise, from any non-domestic source regulated under the federal Clean Water Act, State of Wisconsin law or local ordinance."

(e) With respect to the determination "Contracting Industrial User" status under Article V, Section 507, this definition of an "Industrial User" shall not be applicable to any municipal; entity, notwithstanding such entity otherwise meets the definition of "Industrial User", and such entity shall not be required to negotiate an industrial commitment under Section 507.

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

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

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

"Initial Ordinance" means, collectively, City of Neenah Ordinance No. 499, adopted January 11, 1979; as amended by City of Neenah Ordinance No. 562, adopted March 4, 1981; as amended by City of Neenah Ordinance No. 575, adopted May 20, 1981; and City of Menasha Ordinance No. 0-1-79, adopted January 2, 1979; as amended by City of Menasha Ordinance No. 0-3-79, adopted January 16, 1979; as amended by City of Menasha Ordinance No. 0-50-80,

adopted November 18, 1980; as amended by City of Menasha Ordinance No. 0-25-81, adopted June 2, 1981.

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

“Limited Contracting Municipalities” means, collectively, the Town of Menasha, Winnebago County, the Town of Neenah, Winnebago County, and the Town of Harrison, Calumet County.

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

“Menasha” means the City of Menasha, Wisconsin, a municipal corporation and political subdivision of the State of Wisconsin and its successors and assigns.

“Municipalities” means collectively, City of Neenah, City of Menasha, Town of Harrison, Town of Neenah, Town of Menasha, Town of Neenah Sanitary District No. 1, Town of Neenah Sanitary District No. 1-1, Town of Neenah Sanitary District No. 2, Town of Menasha Sanitary District #4 and Town of Harrison Waverly Sanitary District.

“Neenah” means the City of Neenah, Wisconsin, a municipal corporation and political subdivision of the State of Wisconsin and its successors and assigns.

“Operation and Maintenance Costs” means all ordinary and necessary costs to the Commission of carrying out and administering its powers, duties and functions and operating and maintaining the Regional System, and shall include without limiting the generality of the foregoing: wages and administrative expenses, legal, accounting, engineering and consultants’ fees and expenses, payments to retirement, health and hospitalization funds, fringe benefits, insurance premiums, plant and sewer maintenance, and all other ordinary and necessary costs required to support the daily operations of the Regional System.

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

“Project” means the Wastewater treatment and Intercepting Sewers described in Exhibit B attached hereto and made a part hereof, with all necessary and incidental connections, manholes, valves, entering stations, equipment, apparatus, structures and appurtenances and all other real or tangible personal property necessary or desirable for the efficient construction and operation of such facilities.

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

“Section 66.30” means Section 66.30 of the Wisconsin Statutes, as amended.

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

“Sewer Ordinance” means an ordinance substantially in the form of Exhibit D attached hereto relating to the User charge/Industrial Cost Recovery Charges for such Contracting Municipality and to the regulation of a Local Sewer System of a Contracting Municipality.

“Sludge” means the settleable solids separated from liquid during clarification.

“Sludge Disposal Operations” means the disposal of accumulated solids via land application, land filling or other acceptable, cost-effective methods. Also involved are management functions such as disposal site procurement, record keeping, permitting and laboratory analysis which are required by federal and/or state



regulatory agencies. Site procurement may include the negotiations for land use agreements, or leases, or other direct purchase of required acreage.

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

“Town of Harrison” means the Town of Harrison, Wisconsin, a municipal corporation and political subdivision of the State of Wisconsin and its successors and assigns.

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

“Town of Menasha” means the Town of Menasha, Wisconsin, a municipal corporation and political subdivision of the State of Wisconsin and its successors and assigns.

“Town of Menasha Sanitary District #4” is a public body corporate created as a town sanitary district pursuant to the Act, and its successors and assigns.

“Town of Neenah” means the Town of Neenah, Wisconsin, a municipal corporation and political subdivision of the State of Wisconsin and its successors and assigns.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II  
CREATION AND POWERS AND DUTIES OF CO

Section 201. Commission Created. The previous joint creation of the Commission by the City of Neenah and by the City of Menasha, under Section 1(1) of the Initial Ordinance enacted by the respective Common Councils of said Cities, pursuant to Section 66.30, to act as the agent of the Contracting Municipalities in administering the acquisition, construction, operation, maintenance and management of the Regional System and all of the actions taken by the Commission prior to the effective date hereof are hereby confirmed and ratified in all respects. The Contracting Municipalities hereby declare that the Commission has not been created for profit and that no part of the net income or profits of the Commission shall inure to the benefit of any private individual or any organization created for profit.

Section 202. Membership

(a) Number of Members. The Commission shall consist of the number of commissioners selected pursuant to this Section (see also Section 208).

(b) Selection.

(i) The Mayor of Neenah shall appoint two commissioners and such appointments shall be confirmed by a majority vote of the Governing Body of Neenah.

(ii) The Mayor of Menasha shall appoint two commissioners and such appointments shall be confirmed by a majority vote of the Governing Body of Menasha.

(iii) The President of the Town of Neenah Sanitary District Nos. 1, 1-1 and 2 shall appoint one commissioner and such appointment shall be confirmed by majority vote of the Town of Neenah Board.

(iv) The President of the Town of Menasha Sanitary District #4 shall appoint one commissioner and such appointment shall be confirmed by unanimous vote of the remaining members of the Governing Body of the Town of Menasha Sanitary District #4.

(v) The President of the Town of Harrison Waverly Sanitary District shall appoint one commissioner and such appointment shall be confirmed by unanimous vote of the remaining members of the Governing Body of the Town of Harrison, Waverly Sanitary District.

(c) Term of Office. The terms of office for the initial commissioners selected in accordance with Section 202(b) (i) through (v) hereof shall be staggered as follows: the first mayoral appointment from Neenah and from Menasha shall be for a term ending on January 31, 1985; the second mayoral appointment from Neenah and from Menasha shall be for a term ending on January 31, 1984; the appointment by the President of the Town of Neenah, Sanitary Districts Nos. 1, 1—1 and 2 shall be for a term ending on January 31, 1985; the appointment by the President of the Town of Menasha Sanitary District #4 shall be for a term ending on January 31, 1983; and the appointment by the Waverly Sanitary District shall be for a term ending on January 31, 1983. Upon expiration of the terms of office of the initial Commissioners, as set forth in the preceding sentence, their successors shall each be appointed for a three year term ending on the third succeeding December 31 thereafter.

(d) Vacancies. A vacancy in the office of a Commission member occurring for any reason shall be filled by a successor by appointment and confirmation in the same manner as the original appointment. The successor shall serve the remaining term of the member whose office has been vacated.

(e) Removal. Any member of the Commission may be removed for cause by the Governing Body of the Contracting Municipality which appointed said commissioner by a two-thirds vote of such Governing Body.

### Section 203. Officers.

(a) Offices Designated. The officers of the Commission shall be a President, Vice President, Secretary and Treasurer. In addition to the foregoing officers, the Commission may appoint a Deputy Secretary and Deputy Treasurer.

(b) Selection and Termination of Office. The President, Vice President and Secretary shall be selected by the Commission from among its members at its first regular meeting held in February in each calendar year and they shall serve for a term of one year from date of election and until their successors shall be elected and qualified. The President and the Vice President shall not both be mayoral appointments from a single city. The Treasurer shall be appointed by the President subject to confirmation by a majority vote of the Commission.

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

(d) Powers and Duties.

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

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

(iii) Secretary. The Secretary shall make and keep a permanent record of all Commission proceedings, have custody of all records of the Commission, furnish all notices of Commission meetings and proceedings as may be required by law, countersign all contracts and any other documents requiring signature on behalf of the Commission and attest and/or certify to all actions taken by or on behalf of the Commission.

(iv) Treasurer. The Treasurer shall receive monies belonging, accruing or paid to the Commission from any source, deposit all monies so received in the name of the Commission in a public depository designated by the

Commission, disburse the funds of the Commission only upon the authorization of the Commission, sign all checks drawn on the Commission's accounts, keep all bills filed with the Commission and render a report of all funds received, presented and disbursements made and the general condition of the Commission's finances at each regular Commission meeting and at such other times as the Commission shall direct.

(v) Deputy Secretary. The Deputy Secretary shall perform all of the duties and exercise all of the powers of the Secretary in the absence of such officer and shall perform such other duties as the Commission or Secretary shall direct.

(vi) Deputy Treasurer. The Deputy Treasurer shall perform all of the duties and exercise all of the powers of the Treasurer in the absence of such officer and shall perform such other duties as the Commission or Treasurer shall direct.

(e) Surety Bonds. The Commission shall obtain surety bonds, issued by a company authorized to do business in the State of Wisconsin, covering the Treasurer, Deputy Treasurer and such other officers and employees so designated by the Commission and in such amounts as may be deemed necessary by the Commission.

Section 204. Meetings, Hearings and Rules of Procedure.

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

(b) Special Meetings. Special meetings may be called at the request of the President or by two or more commissioners in writing, filed with the Secretary, who shall thereupon notify all of the commissioners of the time and place thereof in the manner directed by the Commission's Rules of Procedure.

(c) Quorum. The quorum necessary for the conduct of business by the Commission shall consist of a majority of the members of the Commission in office; provided, that a meeting may be adjourned to another time and place without a quorum being present, notice of which adjournment shall be delivered by the Secretary in writing to all Commission members. Commission officers who are members of the Commission shall be counted in determining whether a quorum is present.

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

(e) Rules of Procedure. The Commission shall adopt Rule of Procedure which may be amended from time to time in the Commission's discretion. Such Rules of Procedure shall specify such rules as the Commission shall deem appropriate with respect to the conduct of its business which shall not be inconsistent with this Ordinance-Contract and any supplements hereto.

#### Section 205. Powers and Duties

(a) Statement of Policy and Purpose. Pollution of the waters in the Municipalities and the Lower Fox River area is of great public concern. The Contracting Municipalities have investigated and determined that a regional sewerage collection, treatment and disposal system will best protect human life and health, fish and aquatic life, scenic and ecological values and domestic, municipal, recreational, industrial, agricultural, and other uses of water. The purpose of this Ordinance-Contract is to organize a single Wis. Stats., sec. 66.30 entity by the Contracting Municipalities and to grant all necessary powers to said entity, to manage and control wastewater treatment from the Contracting Municipalities. To that end, the Commission shall exercise the powers of the Contracting Municipalities with respect to acquiring, constructing, operating, maintaining, managing and administering sewerage collection, treatment and disposal facilities for the Contracting Municipalities and as the agency of the Contracting Municipalities for applying and enforcing such sections of the Federal Water Pollution Control Act, as amended, and Chapter 147 of the Wisconsin Statutes, as amended, and any regulations or rules

promulgated pursuant thereto as may be specified herein or by amendment or supplement of this Ordinance-Contract.

(b) General Powers. The Commission shall have the power to plan, design, purchase, acquire, construct, extend, add to, improve, replace, control, operate, manage, maintains and hold title to such real and personal property, including but not limited to, a treatment plant, interceptor mains, and the plans and specifications developed in connection therewith, in order to provide the Contracting Municipalities with adequate and sufficient sewage collection, treatment and disposal services and to produce a treatment plant effluent which meets effluent standards established by the current Wisconsin Pollutant Discharge Elimination System permit issued to the Commission. The Commission shall further modify, enlarge, abandon or replace such facilities, in whole or in part, from time to time, as deemed necessary by the Commission to efficiently transport, treat or dispose of the Contracting Municipalities' Wastewater, and to continue to produce a treatment plant effluent which meets effluent standards established by the current Wisconsin Pollution Discharge Elimination System permit issued to the Commission and the Commission shall have the power to handle the disposal of solids (Sludge) generated by the above process, and the power of Sludge Disposal Operations as hereinbefore defined. The Commission shall apply and enforce the pretreatment program as required by the Clean Water Act of 1977 (Public Law 95-917) and the General Pretreatment Regulations for Existing and New Sources of Pollution (40 C.F.R. Part 403) promulgated by the EPA and any amendments thereto.

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

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



herein. The Commission shall collect Operation and Maintenance Charges, Capital Charges, Depreciation Charges and Special Charges from the Contracting Municipalities, and from the Contracting Industrial Users, if any, as provided in ARTICLE V hereof.

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

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

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

(iii) control industrial discharges to the Local Sewer Systems and the Regional System to insure compliance with (ii) above;

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

(v) require submission by Industrial Users of self-monitoring reports necessary to assess and assure compliance with the ordinances, rules and regulations of the Commission, upon reasonable notice; and

(vi) no ordinances or rules and regulations shall be promulgated by the Commission until after a public hearing has been held where all interested parties have had an opportunity to be heard with respect thereto.

(f) Inspections. The Commission, or its authorized representative, shall have the power to make investigations and inspections of all Users and all Local Sewer Systems, and shall develop surveillance and monitoring procedures to assure compliance with any rule or regulation of the Commission. Reasonable advance notice shall be given to the Contracting Municipality or Municipalities in which an inspection by the Commission will occur in order to afford such Contracting Municipality an opportunity to have a representative present during such inspection.

(g) Review of Records. Upon reasonable notice, the Commission may review an Industrial User's records to determine compliance by such Industrial User with rules and regulations of the Commission.

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

(i) Penalties. Any person who shall violate any rule, regulation or order of the Commission shall be subject to a forfeiture of not less than One Hundred Dollars (\$100.00) nor more than Five Thousand Dollars (\$5000.00), per day of violation, together with the costs of prosecution. Each and every day of a continuing violation shall be subject to a daily forfeiture, together with all costs of prosecution. In addition, any extra ordinary expenses paid or incurred by the Commission as a result of any such violation shall be reimbursed by the violator.

(j) Employees and Attorney. The Commission may employ personnel to perform such functions as the Commission shall deem appropriate to carry out the purposes for which it has been created. The Commission shall determine the terms and conditions of employment of all such employees. The Commission may employ necessary legal counsel.

(k) The Commission may exclude domestic wastes or discharges from sanitary conveniences in determining the amount of a User's discharge for purposes of an Industrial Cost Recovery Charge.

Section 206. Budget and Financial Reports

(a) Budget. On or before the 15th day of each September, and after a public hearing has been held with respect thereof, the Commission shall prepare and adopt a budget for the next succeeding Fiscal Year. Such budget shall include an estimate of the Annual Charges calculated in accordance with Article V hereof, payable by each Contracting Municipality for the next succeeding year. The budget prepared pursuant to this Section 206(a) may be revised quarterly in accordance with Section 503 hereof.

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

(c) Examination of Books and Records. Upon reasonable notice, the Commission shall permit the officers of any Contracting Municipality or Contracting Industrial User, or their duly authorized agents, to inspect the books and records of the Commission during Commission regular business hours.

Section 207. Additional Contracting Municipalities. Any Eligible Municipality may become a party to this Ordinance-Contract by adoption of an Additional Ordinance-Contract if the Commission is ordered by DNR to add all or any part of the territory included within such Eligible Municipality to the Service Region or, if such Eligible Municipality is ordered by DNR to have all or any part of the territory included within such Eligible Municipality added to the Service Region, and, in any other case, by adoption of an Additional Ordinance-Contract and upon obtaining the written consent of all Contracting Municipalities to the joinder of such Eligible Municipality to this

Ordinance-Contract. Such Eligible Municipality shall be deemed to be a party to this Ordinance-Contract to the same extent as if an original party hereto. Upon the addition of any Eligible Municipality to this Ordinance-Contract, Exhibit A shall be deemed amended to reflect the additional territory to be included in the Service Region.

Section 208. No Requirement of Buy-in; Fixed Commission Size and Makeup. Contracting Municipalities which are not now Users of the present Commission sewerage treatment plant shall not be required to purchase or “buy-in” any part of the existing Commission sewerage treatment facilities, including land, plant, intercepting sewers or other appurtenances. The size and composition of the Commission as specified herein shall not be subject to change.

Section 209. Limited Contracting Municipalities. The Limited Contracting Municipalities are parties to this Ordinance-Contract solely for the purposes specified in Section 305, that is, to thereby provide the Commission with any and all necessary easements for sewer or Intercepting Sewer installation, operating and maintenance purposes in all town streets and roads; however, in the event that any Contracting Municipalities hereto is dissolved pursuant to Section 60.316, Wisconsin Statutes, the Limited Contracting Municipality in which such dissolved sanitary district is located shall then become a Contracting Municipality for all purposes under the terms of this Ordinance-Contract.

ARTICLE III  
CONSTRUCTION OF THE PROJECT AND  
OPERATION OF THE REGIONAL SYSTEM

Section 301. Construction, Operation and Enlargement of Project and Regional System. The Commission shall with all practicable speed prepare and complete plans for the construction and financing of the Project, and upon completion of such financing or the making of arrangements therefore satisfactory to the Commission, shall, with all practicable speed construct and complete the Project and place the same in operation. The Commission will provide the Contracting Municipalities with any sewer evaluation and Infiltration studies when they become available and will advise the Contracting Municipalities of the status of all Federal grants-in-aid of construction, and/or State grants-in-aid of construction. The Commission will operate the Regional System in accordance with applicable requirements of governmental authorities having jurisdiction with respect thereto, and will maintain, alter, improve, renew and replace and, subject to the terms of Section 302 hereof, enlarge and extend the Regional System so as to treat and dispose of Wastewater which may be delivered into the Regional System by any Contracting Municipality in accordance with Article IV hereof.

Section 302. Extensions of the Regional System.

(a) The Commission shall construct all Extensions necessary to enable each Contracting Municipality to connect its Local Sewer System to the Regional System in accordance with Section 401 hereof at the connection points designated in Exhibit C hereto; provided, however, that the Commission shall first have complied with this Section 302. The Commission shall prepare or cause to be prepared the following:

- (i) a report of its Consulting Engineers with respect to such Extension which sets forth as a minimum (a) an estimate as of the date of such report of the total cost and expense of financing, constructing and acquiring the Extension and placing it in operation,
- (b) the estimated date of completion of the Extension,

and (c) an estimate of the Annual Charges payable by each Contracting Municipality for or with respect to the five Fiscal Years following said estimated date of completion; and

(ii) a plan of financing for such Extension, which plan must include a statement that the Commission is able to issue bonds, notes or other obligations to finance the costs of such Extension and is able to provide for sufficient revenues to pay the costs of operating and maintaining such Extension and showing the anticipated effect of such Extension on the Annual Charges of each Contracting Municipality.

(b) The Commission shall file a copy of the documents required by paragraph (a) of this Section 302 with each Contracting Municipality and shall cause notice of the time and place of the hearing hereinafter mentioned (i) to be published at least once in a newspaper of general circulation published in the County of Winnebago, Wisconsin, and (ii) to be mailed to each Contracting Municipality. Not sooner than fifteen days after such publication and mailing or later than thirty days after such mailing the Commission shall hold a public hearing on the proposed Extension at which any Contracting Municipality may appear and be heard with respect thereto.

Section 303. Project Plans to Conform to State and Federal Requirements. In connection with the construction of the Project or any other part of the Regional System, the Commission will comply with any and all requirements of the DNR and EPA as may be applicable from time to time.

Section 304. Insurance. The Commission will, at all times, maintain with responsible insurers all such insurance as is customarily maintained with respect to Wastewater treatment facilities of like character to the Regional System, insuring the Regional System against loss or damage and against public or other liability to such extent as is reasonably necessary to protect the interests of the Commission and the Contracting Municipalities, and will at all times maintain with responsible insurers all insurance deemed reasonable by

the Commission to indemnify and save harmless the Contracting Municipalities against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to person or property resulting directly or indirectly from the construction, operation or a failure of operation of the Regional System caused by the negligence or willful act of the Commission, its employees or agents.

Section 305. Use of Property. The Commission shall have the right to construct, maintain, operate and use such trunk, intercepting and outfall sewers, related conduits, pipe lines and mains, pumping chlorination systems and ventilating stations, Wastewater treatment and disposal systems, plants and works at such places within or without the Service Region and such other plants, structures and conveyances for the transmission, treatment and disposal of Wastewater as in the judgment of the Commission are necessary to convey, treat and dispose of Wastewater delivered or to be delivered into the Regional System by each Contracting Municipality. To that end, the Commission may enter upon, after given thirty (30) days notice to the particular Contracting Municipality, and is hereby granted an easement to use any streets owned by such Contracting Municipality. The Commission shall not be charged by any such Contracting Municipality for any easement but shall, at its own expense, pay for the cost of construction of the Regional System or any part thereof, as well as any restoration in kind needed to be performed on roads, curbs, and property used by the Commission for such construction or maintenance. During the construction of the Regional System or any part thereof, the Commission shall have a temporary easement with a width not to exceed sixty (60) feet. Such easement may, at the Commission's discretion, be located on either side of the interceptor line to be constructed, or may be located partially on one side of the interceptor line to be constructed with the balance on the other side, but in no event greater than a total width of sixty (60) feet. After the completion of the construction phase, the Commission shall have for the purpose of maintenance and operation a permanent easement of not to exceed forty (40) feet, but no permanent structure shall be placed above the grade of the vehicular-travelled right-of-way in a manner that obstructs traffic. The Commission shall pay all costs incident to the construction of any

above-the-ground permanent structures within the remaining portion of the easement at the point or points designated by the Commission with the advice of the Contracting Municipality. Such Contracting Municipality shall have the right to designate the location of any Regional System facility at any other location, so long as the location is in compliance with the 208 Waste Management Plan, but within parameters established by the Commission, and such Contracting Municipality shall be responsible to pay to the Commission all additional expenses incident thereto and shall secure any and all licenses, easements and permits necessary to accomplish same. Any permanent easement may, at the Commission's discretion, be located on either side of any interceptor line, force mains or appurtenances thereto, or partially on one side of the interceptor line, force mains or appurtenances thereto, with the balance on the other side. The Contracting Municipalities shall cooperate with the Commission in obtaining whatever consent, permission or authority may be required from any local, county, state or federal government or agency to allow the Commission to do or perform any of the afore mentioned. The Contracting Municipalities hereby agree that each will perform any and all necessary acts in order to assist the Commission in obtaining the necessary easements. Construction of the Regional System shall be coordinated with the Contracting Municipality involved so as to provide as little interruption of the Contracting Municipality's use of the streets as reasonably possible. For the purposes of this Section, the term "Contracting Municipalities" shall include "Limited Contracting Municipalities"

Section 306. Commencement of Service. At such time or times as the Commission shall determine that all or a portion of the Regional System is ready to receive Wastewater from one or more Local Sewer Systems, the Commission shall give written notice to that effect in accordance with Section 401 hereof to each Contracting Municipality for whom service is then available. From and after the date specified in such notice, the Commission agrees to accept Wastewater from the Local Sewer System of the Contracting Municipality or the Contracting Municipalities so notified. The Commission agrees to use its best efforts to commence and complete the construction and acquisition of the Regional Sewer System with all diligent speed in order to provide such service to all of the Local



Sewer Systems, provided, however, that the Commission shall not be liable to any of the parties or any User for any damages occasioned by delay in the commencement of service. From and after the time that the Commission has notified any of the Contracting Municipalities of its readiness to accept Wastewater for disposal into its Regional Sewer System, the Commission shall hold itself ready and able to provide such service in accordance with the terms of this Ordinance-Contract. It is agreed that prior to the availability of the Regional System for service, the Contracting Municipalities may operate or utilize other facilities for the treatment of Wastewater or other substances.

Section 307. Costs of Extensions, Connections at Intercepting Sewers. It is the intent of the Commission and the Contracting Municipalities that, to the fullest extent practicable, any and all costs of planning, designing, constructing, operating and maintaining any Extension, connection or Intercepting Sewer owned by the Commission to serve a Contracting Municipality or Contracting Municipalities, whether such facility is now existing or is later constructed, as provided in ARTICLES III and IV, shall be paid solely by the Contracting Municipality or Contracting Municipalities served by same by charges assessed as provided in ARTICLE V hereof. However, in accordance with the provisions of Section 208 hereof, as to any existing connection or Intercepting Sewer owned by the Commission, no charge shall be made for the cost of planning, designing or constructing such facility.

ARTICLE IV  
CONNECTIONS TO THE REGIONAL SYSTEM

Section 401. Connections Required. Upon at least 30 days written notice from the Commission, each of the Contracting Municipalities will cause its Local Sewer System to be connected to the Regional System on the date specified in such notice at the point or points designated therefore in the list of connection points attached hereto as Exhibit C and by this reference made a part hereof, or at such substitute point or points upon which the Commission and the Contracting Municipalities may mutually agree. Each Contracting Municipality will cause its Local Sewer System to be connected to the Regional System at the designated points, but in no event shall the Wastewater delivered into the Regional System by a Contracting Municipality be delivered into the Regional System through the Local Sewer System of any other Contracting Municipality without the written consent of the Commission and such other Contracting Municipality. Each Contracting Municipality shall pay all costs of such connections at the point designated in the list of connection points or at any approved substitute point. Upon request by a Contracting Municipality for an additional connection of its Local Sewer System to the Regional System, the Commission may, but shall not be required to, permit and make such additional connection, provided that all costs and expenses of every such additional connection, including all meters and other facilities appurtenant thereto, shall be paid by the Contracting Municipality requesting the same. Every connection shall include such pumping and other facilities as may be necessary to cause all Wastewater collected in the Contracting Municipality's Local Sewer System to be transmitted to the point or points of connection. Each connection point shall constitute a part of the Regional System owned and operated by the Commission, except that each pump or lift facility that is part of the Local Sewer System shall be owned and operated by the Contracting Municipality. Each Contracting Municipality, at its own cost and expense, will construct, install and operate its Local Sewer System, and any and all extensions necessary to cause the same to reach to and deliver Wastewater at the said point or points of connection, and after making such connection or connections, will

keep its Local Sewer System connected with the Regional System, and will deliver and discharge into the Regional System all Wastewater originating in or collected by the Contracting Municipality or collected in such Local Sewer System. Each Contracting Municipality shall pass an ordinance requiring all non-Industrial Users for whom connection to the Local Sewer System is available to discharge into the Local Sewer System all Wastewater generated by such non-Industrial Users. Connection by any Contracting Industrial User shall be governed by the provisions of Section 507 (a) and (b) of this Ordinance-Contract and shall be governed by the contract to be negotiated between the Commission and such Contracting Industrial User, but not by this section.

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(1) Extension as here used is not a defined term and refers to the necessity of a Contracting Municipality to construct at its expense any interceptor required to reach the Commission connection point.

Section 402. Wastewater Not Permitted or Required to be Discharged Into Regional System. Notwithstanding the provisions of Section 401 of this Article, no Contracting Municipality shall be permitted or required to deliver and discharge into the Regional System Wastewater which the Commission by rule or regulation exempts and/or prohibits from delivery and discharge into the Regional System.

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

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

ARTICLE V  
ANNUAL CHARGES BY THE COMMISSION

Section 501. Annual Charges.

(a) Annual Charges for Contracting Municipalities. Each Contracting Municipality shall pay Annual Charges to reimburse the Commission for its costs of acquiring, constructing, improving and extending the Regional System (subject to the provisions of and/or Limitations of Sections 208 and 307 hereof) and of transmitting, treating and disposing of Wastewater discharged by each Contracting Municipality into the Regional System, including reimbursement to the Commission for costs of Sludge processing and Sludge Disposal Operations. Annual Charges shall be the sum of Operating and Maintenance Charges, determined in accordance with Section 503 hereof, Capital Charges, determined in accordance with Section 504 hereof, and Depreciation Charges, determined in accordance with Section 505 hereof. Except as hereinafter otherwise provided, each component of Annual Charges shall be determined annually by the Commission in accordance with Section 206(a) hereof, subject to quarterly adjustments as herein after provided.

(b) Annual Charges for Contracting Industrial Users. Each Contracting Industrial User shall pay annual Charges to reimburse the Commission for its costs of acquiring, constructing and improving the Regional System and of transmitting, treating and disposing of industrial process Wastewater discharged by each Contracting Industrial User into the Regional System, including reimbursement to the Commission for costs of Sludge processing and Sludge Disposal Operations. Annual Charges shall be the sum of Operating and Maintenance Charges, determined in accordance with Section 503 hereof, Capital Charges, determined in accordance with Section 504 hereof, Depreciation Charges, determined in accordance with Section 505 hereof, and Special Charges, determined in accordance with Section 506 hereof.

Section 502. Payment by Contracting Municipalities.

(a) The Commission shall estimate the Annual Charges for each Contracting Municipality for the next succeeding Fiscal Year based on the audit report and budget required by Section 206 hereof for the Commission for the next succeeding Fiscal Year and shall deliver to each Contracting Municipality, on or before the 15th day of each September, a statement setting forth such estimated Annual Charges. At the time the Commission notifies each Contracting Municipality to connect its Local Sewer System to the Regional System, pursuant to Section 401 hereof, the Commission shall notify such Contracting Municipality of its estimated Annual Charges for the remainder of the then current Fiscal Year.

(b) Upon receipt of the statement of Annual Charges described in (a) above, each Contracting Municipality agrees to include said Annual Charges in such Contracting Municipality's annual budget prepared as required by law. In addition to including such amount in said budget for the payment of such Annual Charges, each Contracting Municipality agrees to adopt a Sewer Ordinance substantially in the form attached hereto as Exhibit D. To the maximum extent possible, each Contracting Municipality shall pay or recapture its share of Annual Charges from user charges and/or industrial cost recovery charges in accordance with applicable DNR and EPA regulations; provided, however, that the City of Neenah may prepay its share of the Capital Charges for the project, to the extent of the available restricted Sewerage Plant Expansion Fund of said City, but not to exceed the sum of \$2,662,000. The intention to so prepay by the City of Neenah and the exact amount of such prepayment shall be noticed in writing by the City of Neenah to the Commission no later than 30 days from the date that the total Project cost estimates, based on final construction plans and specifications (including the City of Neenah's share thereof as determined hereunder), have been made and filed by the Commission (with specific reference to this provision and paragraph) with the Contracting Municipalities. Such declared amount of prepayment by the City of Neenah may be later adjusted only upon the mutual, written agreement of the City of Neenah and the Commission. Upon the Commission's receipt of the City of Neenah's election to prepay as aforesaid, the Commission shall be paid said funds by the City of Neenah, in full, or in part, to the extent of the Commission's

need and demand therefore, within 30 days of written notice by the Commission to the City of the amount to be paid. In the event prepayment as above by the City of Neenah equals its full share of the Capital Charges for the Project as determined conclusively by the Commission, the City of Neenah shall not be required to pay the amounts otherwise required of it under sec. 504 hereof as to the Project. To the extent that its share of Annual Charges are not paid from user charges and/or industrial cost recovery charges (or from the proceeds of the Neenah Bonds in the case of Neenah), each Contracting Municipality shall provide for such payment by other means, including but not limited to, the general fund, tax levies, special assessments, sewerage service charges, the proceeds of either municipal bonds or mortgage bonds, or any combination of the foregoing methods. For each Fiscal Year, the Commission shall bill each Contracting Municipality monthly on or before the first day of such month based on the estimate of Annual Charges described above and such charges shall be payable on or before the tenth day of the same month. Based on the annual audit of the Commission, any overpayment of Annual Charges by any Contracting Municipality shall be credited against the Annual Charges payable by such Contracting Municipality for the succeeding Fiscal Year; and any deficit shall be paid by such Contracting Municipality within thirty (30) days of billing therefore.

Section 503. Operating and Maintenance Charges.

(a) Operating and Maintenance Charges for Contracting Municipalities. The Operating and Maintenance Charge for each Contracting Municipality for each month, commencing with the receipt by such Contracting Municipality of the notice provided for in Section 401 hereof, shall be the sum of the following products:

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

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

The Commission's aggregate unit costs of treating volume and Waste Components shall account for all Operation and Maintenance Costs. Unit costs shall be determined annually at least thirty (30) days prior to the start of each Fiscal Year on the basis of the Commission's budget for the next succeeding Fiscal Year, and shall be applicable to Operating and Maintenance Charges for the next succeeding Fiscal Year; provided that adjustments in unit costs may be made by the Commission as of the first day of any January, by reason of an amendment of its annual budget for the balance of the year. In the allocation of Operation and Maintenance Costs between volume and Waste Components, the Commission shall be governed by generally accepted engineering principles.

(b) Operating and Maintenance Charges for Contracting Industrial Users. The operating and maintenance charges for Contracting Industrial Users shall be determined based on the formula set forth in Section 503 (a) above.

#### Section 504. Capital Charges.

(a) Capital Charge For Contracting Municipalities. The aggregate monthly Capital Charge shall be an amount equal to one-twelfth of the Commission's annual capital costs. It is agreed that until such time as the Commission shall have commenced service to all of the Contracting Municipalities that the Commission shall be charged with the responsibility of allocating the above mentioned aggregate monthly capital charge based upon a fair and equitable apportionment of said charge. In determining said allocation the Commission shall consider the proportionate use by each Contracting Municipality as well as the aggregate Capital Charge attributable to the total design capacity of the project. After the commencement of service by the Commission to all of the Municipalities and the discharge of Wastewater into the Regional System by all of the Municipalities for the period of one fiscal quarter, the aggregate Capital Charge in each month shall be allocated among the Contracting Municipalities as follows:

(i) The aggregate Capital Charge in each month shall first be multiplied by the percentage of total cost of the Project attributable to volume and to each Waste Component, so as to determine the portion of the Capital Charge allocated to volume and to each Waste Component.



(ii) The portion of the Capital Charge in each month so allocated to volume and to each Waste Component shall be apportioned and charged to each Contracting Municipality in the same proportion as the number of units of volume and Waste Components discharged by such Contracting Municipality into the Regional System of the Commission during the preceding fiscal quarter bears to the aggregate number of units of volume and Waste Components discharged into the Regional System by all Contracting Municipalities during such fiscal quarter.

(iii) The sum of the portions of the Capital Charge in each month allocated to volume and to the respective Waste Components and apportioned to each Contracting Municipality shall constitute the Capital Charge for such Contracting Municipality for such month.

A Contracting Municipality's Capital Charge shall be reduced when appropriate by its pro rata share of Federal or state grants, and by its pro rata share of the proceeds resulting from the sale, disposition, disposal or liquidation of any capital asset of the Commission, computed in the same proportion or manner as such Municipality's Capital Charge for such asset was made.

(b) Capital Charges For Contracting Industrial Users. The Capital Charges for Contracting Industrial Users shall be determined based on the design flow and waste components used by the Commission for each Contracting Industrial User in the design and construction of the regional plant. A fixed monthly charge for a period not to exceed 25 years shall be payable to the Commission by Contracting Industrial Users based on the methods described in the contract to be negotiated between the Commission and the Contracting Industrial Users, pursuant to ARTICLE V, Section 507 hereof.

Section 505. Depreciation Charges.

(a) Depreciation Charge For Contracting Municipalities.

The aggregate monthly Depreciation Charge for all Contracting Municipalities shall be an amount equal to 1/12 of the Commission's annual Depreciation Cost as determined pursuant to Section 206 (a) hereof, It is agreed that until such time as the Commission shall have commenced service to all of the Contracting Municipalities that the Commission shall establish the above mentioned aggregate monthly Depreciation Charge based upon a fair and equitable apportionment of said charge. The Commission in establishing the above mentioned monthly Depreciation Charge shall consider the proportionate use of the Plant by each Contracting Municipality as well as the aggregate Depreciation Charge attributable to the total design capacity of the project. After the commencement of service by the Commission to all of the Municipalities and the discharge of Wastewater by all of the Municipalities into the Regional System for the period of one fiscal quarter as provided in this Section 505, such aggregate Depreciation Charge shall be allocated to each Contracting Municipality in the same proportion as the Operating and Maintenance Charge (provided for in Section 503) which was paid by each Contracting Municipality during the preceding fiscal quarter bears to the total Operating and Maintenance Charge paid by all Contracting Municipalities during such fiscal quarter.

(b) Depreciation Charge For Contracting Industrial Users.

The depreciation charge for Contracting Industrial Users shall be determined based on the formula set forth in Section 505 (a) above.

Section 506. Special Charges.

(a) Special Charges For Contracting Municipalities Federal and state pollution control regulations may in the future require more stringent Wastewater discharge limitations than those currently in effect. The Commission may make and establish from time to time Special Charges (which may include Operation and Maintenance Costs, Capital Costs and Depreciation Charges) to each Contracting Municipality to reflect the cost to the Commission of complying with such regulations or meeting other emergencies Such special costs or Special Charges shall be borne by the Commission until the

succeeding Commission Fiscal Year, provided the Commission can timely borrow funds to itself meet such special costs during the interim. If following a bonafide effort the Commission cannot do so, it may assess the Contracting Municipalities for such costs in the manner set forth in the applicable section of ARTICLE V, on the basis of monthly or quarterly billing to the Contracting Municipalities, payable within thirty (30) days of said billing. If the Commission is able to timely borrow the needed funds, in the next succeeding fiscal year the Commission shall assess the Contracting Municipalities for these special costs, including all costs of financing, in the manner set forth in the applicable section of ARTICLE V, on the basis of monthly or quarterly billing, payable within thirty (30) days of said billing.

(b) Special Charges For Contracting Industrial Users. The special charges for Contracting Industrial Users shall be determined based on the formula set forth in Section 506 (a) above.

Section 507. Industrial Commitment.

(a) Industrial Commitment. The Commission shall attempt to obtain from each Contracting Industrial User a commitment in contract form regarding use by such industry of the Regional System and regarding payment by such industry of a share of the cost of the Project to be determined pursuant to all provisions of ARTICLE V, except Section 502. Such contract between the Commission and the Contracting Industrial User shall govern the use of the Regional System by the Contracting Industrial User, shall set the charges for industrial process Wastewater to be assessed to the Contracting Industrial User, including a share of the capital cost of the Project pursuant to Section 504 (b), and shall set the method of payment therefore. The Contracting Industrial User shall not be responsible for any other costs or charges for industrial process Wastewater associated with its use of the Regional System unless such costs are specified in the contract. Any Contracting Industrial User which fails to make such a contractual commitment with the Commission shall be prohibited from using the completed Regional System with the completed Project. Such contractual commitment may provide for withdrawal from use of the Regional System by the Contracting Industrial User, provided, however, such user pays no less than its share of the Capital Charges. As to existing Contracting Industrial

Users, such commitment negotiations shall be completed prior to the end of the Step II (Design, Plans and Specification phase) of the Federal grant application process, when sufficient cost data presumably is available. As to Industrial Users which in the future the Commission determines meet the definition of a Contracting Industrial User, negotiations for their committed use and sharing of cost shall be commenced by a date reasonably following such determination by the Commission. A Contracting Industrial User's Capital Charge shall be reduced when appropriate by its pro rata share of Federal or State grants, if any, computed in the same proportion or manner as such Contracting Industrial User's Capital Charge was made.

(b) Method for Resolving Disputes Involving Negotiations To Obtain Industrial Commitment. If industrial commitment contract negotiations are not completed by the date indicated in Section 507 (a) above, and such date is not extended by agreement of the Commission and such Contracting Industrial User, and said parties are unable to resolve those disputes arising from said negotiations, either of said parties may request the other party to enter into arbitration to resolve same or any part thereof. Such request shall be made within ten (10) days of any impasse in contract negotiations and shall be made in writing to the other party. Such other party shall respond within five (5) days or the request shall be deemed denied. If such other party agrees to arbitration, the arbitration shall be binding upon said parties. If neither party requests arbitration, or if one party requests and the other does not assent, or as to any dispute which is not submitted to arbitration, said parties shall have any and all legal rights or remedies available to them as if arbitration had not been requested. If the matter is submitted to arbitration, during the arbitration process the Contracting Industrial User shall not be prohibited from use of the Regional System and its use of the Regional System shall be governed by the terms of the contract which are not disputed, with the remaining terms to be decided by the arbitrator or arbitration panel. Said parties may agree to submit such dispute(s) to a single arbitrator agreeable to each party or may submit the dispute(s) to a panel of three arbitrators which shall be selected by each party naming an arbitrator (not an employee or agent of the party) and the two named arbitrators shall name a third arbitrator. Any such

arbitration shall be governed by the provisions of Wis. Stats., Chapter 788, to the extent not outlined herein. It is the intent of this section to provide the parties a voluntary option for settling disputes by arbitration and this section shall not be construed to require a party to arbitrate if such party does not consent to such arbitration.

ARTICLE VI  
LOCAL SEWER SYSTEMS

Section 601. Local Sewer Systems. It shall be the obligation of each Contracting Municipality to construct, at the cost and expense of said Contracting Municipality, such Local Sewer System as shall be required to connect to the Regional System and provide Wastewater collection service to all Users within the territory of such Contracting Municipality which is within the Service Region. Each Contracting Municipality shall provide for all Costs of construction, repairing, operating and maintaining such Contracting Municipality's Local Sewer System and in no event shall the Commission be responsible for such costs.

Section 602. Maintenance of Local Sewer System.

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

(b) Each Contracting Municipality will maintain its Local Sewer System in such a manner as to exclude any excessive Infiltration/Inflow from entering into the Local Sewer System. If excessive Infiltration or Inflow exists or occurs in any portion of the Local Sewer System, the Contracting Municipality will promptly effect such repairs, or other measures, so as to reduce the Infiltration or Inflow to normally allowable limits which are acceptable to the Commission. The cost of such repairs, or other measures, will be the sole responsibility of such Contracting Municipality. The Commission

and the Contracting Municipality shall cooperate to obtain all available State and Federal grants-in-aid available for the cost of correcting such excessive Infiltration-Inflow.

(c) Whenever work is required on a Local Sewer System under either Paragraphs (a) or (b) of Section 602, the Commission shall give notice to the Contracting Municipality within whose Local Sewer System such rehabilitation work is required or such excessive Infiltration and Inflow is occurring. Such notice shall include all results of inspections or surveys or other data used to determine the existence and location, where possible, of such excessive Infiltration or Inflow. The Contracting Municipality shall have one hundred eighty (180) days to present for review by the Commission a workable plan to rehabilitate the Local Sewer System or to eliminate such Infiltration or Inflow, which plan shall include a reasonable timetable for construction and repairs to be undertaken and completed by the Contracting Municipality. The Commission shall have sixty (60) days in which to approve, modify or reject the plan and/or construction timetable as submitted by the Contracting Municipality. If the Commission modifies or rejects the submitted plan and/or construction timetable, it shall submit to the Contracting Municipality an alternate plan to correct the excessive Infiltration or Inflow occurring in the Local Sewer System of the Contracting Municipality and/or an alternative construction timetable to be undertaken and completed by the Contracting Municipality. If the Contracting Municipality objects to the modification or rejection by the Commission of the plan and/or construction timetable, the Contracting Municipality and Commission shall promptly submit the dispute to binding arbitration under Section 802. If the Contracting Municipality does not initiate construction and repair work on the Local Sewer System in accordance with the final arbitration decision, and within sixty (60) days thereof, the Commission shall have the right to make such repairs in accordance with the plan and timetable as set forth in the final arbitration decision, and to charge the cost thereof to the Contracting Municipality. The final arbitration decision under Section 802 shall approve one of the two plans and/or construction timetables submitted to the arbitration panel, that is, either that of the Commission or that of the Contracting Municipality. Cost of design of the Infiltration/ Inflow Removal Program, in all instances, shall be borne by the Contracting Municipality.

(d) Any dispute concerning excessive Infiltration/ Inflow which arises under this Ordinance-Contract among any of the participating municipalities and the Commission shall be resolved after consideration of, but not limited to, the following factors:

(i) Comparison of the cost of correcting the causes of Infiltration/Inflow to the total cost of transporting and treating such Infiltration/Inflow (cost-effectiveness).

(ii) The effect of Infiltration/Inflow on the operating performance of the Wastewater treatment plant, including compliance with the Wisconsin Pollutant Discharge Elimination System permit.

(iii) The effect of Infiltration/Inflow on the quality of the receiving waters.

(iv) The hydraulic capacities of pumps, pipes, tanks, interceptors and other appurtenances of the Regional System.

(v) Probable frequency or recurrence of excessive Infiltration/Inflow.

(e) Notwithstanding the foregoing, if a Contracting Municipality is already under a DNR approved plan regarding the correction of excessive Infiltration/Inflow, which plan includes a DNR approved timetable as to completion, such Contracting Municipality shall be allowed by the Commission to remain under such approved plan, provided, however, that any default as to such approved plan by the Contracting Municipality shall be deemed an event of default hereunder.

Section 603. Agreement to Use the Regional System. Each Contracting Municipality shall have the sole responsibility for the construction of its Local Sewer System. Each Contracting Municipality shall utilize the Regional System for all of its Wastewater treatment requirements to the extent of the available capacity of the Regional System. No Contracting Municipality shall construct, cause, permit, use, or consent to the construction or continued operation of other sewerage treatment facilities within its respective boundaries, to the extent that the services of the Regional System are available, except sewerage treatment facilities owned and operated by industries. The



preceding sentence shall not prevent the construction or operation of facilities for the treatment, pretreatment or disposal of sewage which is determined to be unacceptable in accordance with Section 402 hereof. Prior to the availability of the Regional System to a particular Contracting Municipality, such Contracting Municipality may operate or utilize other treatment works in accordance with Section 306 hereof.

Section 604. Prohibited Connections. No Contracting Municipality shall make or permit any new connection to or extensions of its Local Sewer System which is designed or permits entrance of Inflow directly or indirectly into the Regional System. Each Contracting Municipality, before making any new connection to or extension of its Local Sewer System, shall submit the plans therefore to the Commission and, in making the same, shall permit the Commission to inspect the work, and shall comply with all requests of the Commission with respect thereto reasonably designed to assure exclusion from the Regional System of any such Inflow. The Commission shall have sixty (60) days in which to approve any new connections to or extensions of the Local Sewer System of a Contracting Municipality. If the Commission does not indicate its approval within sixty (60) days after receipt by the Commission of plans for any new connections or extensions, the Commission shall be deemed to have approved such plans. Approval of such connections or extensions shall not be made unless it is reasonably determined that the down stream facilities are of sufficient capacity to handle the increased flow and waste load which reasonably would be forth coming from such connections or extensions.

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

Section 606. Sewer Ordinance. Prior to commencing construction of the Project, each Contracting Municipality shall secure passage within the jurisdiction served by it of a Sewer Ordinance in compliance with the rules and regulations of the DNR and EPA and substantially in the form attached hereto as Exhibit D. Each Contracting Municipality shall amend such Sewer Ordinance from time to time to comply with the rules and regulations of DNR and EPA and as the Commission requires. Such Sewer Ordinance shall require that each User of a Local Sewer System will deliver no Wastewater to the Local Sewer System which is not amenable to treatment by the Regional System. Such Sewer Ordinance shall also require that each User of a Local Sewer System shall collect, at its source, any Wastewater not amenable to treatment by the Regional System in accordance with the rules and regulations of the Commission, and pretreat such Wastewater to make it amenable to treatment by the Regional System in accordance with the rules and regulations of the Commission.

Section 607. Industrial Pretreatment. No provision in this Ordinance-Contract shall be interpreted as preventing an Industrial User from operating and utilizing a Wastewater pretreatment program.

ARTICLE VII  
REQUIREMENTS REGARDING DELETERIOUS WASTES

Section 701. Requirements for Wastewater Discharged Into Regional System. Wastewater discharged into the Regional System by or on behalf of each Contracting Municipality and/or Contracting Industrial User, at the point of connection of the Local Sewer System of such Contracting Municipality and/or Contracting Industrial User with the Regional System, shall comply with all rules, regulations and orders of the Commission, with all local ordinances, and with all Federal, State and Commission standards, whether now existing or hereinafter adopted, including, but not limited to, Wisconsin Administrative Code, NR 211.10, and all amendments thereto. The rules and regulations of the Commission will insure that no materials may be discharged into the Regional System by or on behalf of a Contracting Municipality which are hazardous, flammable, toxic, excessively caustic or acid or capable of obstructing or impairing natural flows. The Commission may likewise promulgate rules and regulations to prevent the discharge into the Regional System of wax or paraffin products or wastes, paints or solvents or other materials which are capable of disrupting or impairing the Wastewater treatment process, or which are likely to pass through the treatment plant and pollute the receiving waters. Any extraordinary expenses paid or incurred by the Commission as a result of a violation of this Article shall be reimbursed by the Contracting Municipality.

Section 702. High Runoff. The Commission shall have the right to take necessary steps to protect the treatment plant at times of high runoff due to melting snow and/or rainfall; however, the flow in one interceptor shall not be intentionally restricted for the purpose of improving flow from another segment of the Regional System, unless such restriction can be accomplished without causing damage to any other segment of the Regional System.

Section 703. Compliance With Federal and State Laws and Regulations; Delegation of Authority to Commission to Enable Its Compliance. In addition to and in conjunction with other pertinent provisions of this Ordinance/Contract, Wastewater discharged into the Regional System by any Industrial User shall meet all Federal, State and Commission pretreatment standards. Each Contracting Municipality, to the extent provided by law, hereby delegates full authority to the Commission (pursuant to Wis. Stats., sec. 66.30), enabling and empowering the Commission, at a minimum, to mandate and to require by Commission-enacted ordinance, rule or regulation: (i) pretreatment of Wastewater discharged into the Regional System by any Industrial User; (ii) that all Industrial Users shall submit to the Commission in acceptable form sampling and monitoring information to enable it to assess compliance with Federal, State and Commission pretreatment standards; (iii) and that all Industrial Users shall maintain acceptable sampling and monitoring records, subject to Commission inspection. Each Contracting Municipality does hereby further delegate, enable, and empower the Commission to pass any ordinance which it deems necessary or reasonable to implement in any way this Ordinance/Contract and Federal, State and Commission pretreatment standards, and delegates to the Commission as well any other reasonable power required to enforce pretreatment standards.

ARTICLE VIII  
REMEDIES IN EVENT OF DEFAULT

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

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

(ii) failure in the performance or observance of any other of the covenants, agreements or conditions in this Ordinance-Contract contained and the continuance thereof for a period of thirty (30) days after the receipt of the notice specified in Section 804 hereof.

(iii) failure of a Contracting Municipality to comply with an approved plan or an approved plan timetable to correct excessive Infiltration/Inflow in accordance with Section 602 (e) hereof.

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

Section 802. Arbitration.

(a) In the event of any dispute, Default or Event of Default arising under Paragraph (i) of Section 801 hereof and involving only a dispute over the amount of charges, each Contracting Municipality agrees to submit all such disputes over charges to arbitration and to be bound by the results of such arbitration. Further, in the event of a dispute arising under Section 602 (c) hereof, each disputing party shall promptly submit the dispute to binding arbitration as provided in said Section 602 (c) and in this section. In the event of a Section 801

paragraph (i), dispute, Default or Event of Default, each Contracting Municipality agrees to pay the amount of any such disputed charge and the arbitration shall be limited to the disputed portion of such charges which have been paid. The parties to this Ordinance-Contract agree that payment and acceptance of payment of any such disputed charges shall not affect any of the rights of the parties. Said payment of any such disputed charges shall be a condition precedent to the aforesaid agreement to submit such dispute to binding arbitration. Any arbitration resulting from this Section 802 (a) shall be conducted in accordance with Section 802 (b) hereof.

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

Section 803. Remedies. Upon the occurrence of an Event of Default, the provisions of this Ordinance-Contract may be enforced by any available remedy at law or in equity. For disputes other than those described in Section 802 (a) hereof, the Contracting Municipalities may agree to arbitration conducted as described in Section 802 (b), and, if so agreed in writing, said arbitration shall be binding. No remedy conferred upon or reserved to any party to this Ordinance-Contract is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy available to such party at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Default or Event of Default or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver of any Default or Event of Default

hereunder shall extend to or shall affect any subsequent Default or Event of Default or shall impair any rights or remedies consequent thereon.

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

## ARTICLE IX

### TERMINATION OF COMMISSION AND WITHDRAWAL OF CONTRACTING MUNICIPALITIES

Section 901. Termination of the Commission. The Commission may be terminated at any time upon the unanimous vote of all Contracting Municipalities; provided, that the Commission shall not be terminated (i) if such termination would violate any EPA grant award and (ii) unless all of its outstanding indebtedness shall have been paid in full or funds shall have been irrevocably set aside in an amount sufficient to pay such indebtedness in full along with all interest accruing thereon and any other charges related thereto. Upon such termination, title to all assets owned by the Commission other than cash and marketable securities shall vest in all Contracting Municipalities, as tenants-in-common, each having an undivided interest in such assets in such proportion as its Capital Charge as computed and paid to the Commission pursuant to Section 504 hereof, bears to all Capital Charges as computed and paid to the Commission by all Municipalities and Eligible Municipalities who have at any time been Contracting Municipalities; and after all of the Commission's liabilities have been satisfied and provision has been made for the satisfaction of any and all of the Commission's contingent liabilities, all remaining cash and marketable securities of the Commission shall be paid and distributed to all Contracting Municipalities, or their successors or assigns, in shares equal to their proportionate share of assets other than cash and marketable securities.

Section 902. Withdrawal of Contracting Municipalities. At any time after twenty-five (25) years from the effective date of this Ordinance-Contract and after the payment in full of all obligations of the Commission, including its bonds, original or refunding or both, issued to finance the construction, replacement, maintenance, operation or extension of the Regional System, any Contracting Municipality may, upon two years' notice to the Commission and to each of the other Contracting Municipalities, withdraw from this Ordinance-Contract and thereafter cease to be a Contracting



Municipality within the meaning given that the term in Section 101 hereof. Upon the withdrawal of any Contracting Municipality from this Ordinance-Contract, Exhibit A shall be deemed amended to reflect amendment of the Service Region.

ARTICLE X  
MISCELLANEOUS

Section 1001. Enforcement.

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

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

(c) The Contracting Municipalities hereby agree to cooperate with one another to the extent necessary to implement the terms and purposes of this Ordinance-Contract; and each Contracting Municipality further agrees not to rescind this Ordinance-Contract nor to modify this Ordinance-Contract, with out the prior written consent of all other Contracting Municipalities.

Section 1002. Certain Acts Not a Waiver. Acceptance of Wastewater with characteristics exceeding or violating any limit or restriction provided for, by or pursuant to this Ordinance-Contract in one or more instances, or under one or more circumstances, shall not constitute a waiver of such limit or restriction or of any of the provisions of this Ordinance-Contract and shall not in any way obligate the Commission thereafter to accept or make provision for Wastewater delivered and discharged into the Regional System with characteristics exceeding or violating any such limit or restriction in any other instance or under any other circumstance.

Section 1003. Special Consents By Contracting Municipalities. Whenever under the terms of this Ordinance-Contract, a Contracting Municipality is authorized to give its written consent, such consent, if given, shall be conclusively evidenced by a copy of a resolution adopted by its Governing Body, certified by its Clerk, under its seal.

Section 1004. Special Consents by Commission. Whenever under the terms of this Ordinance-Contract, the Commission is authorized to give its written consent, such consent, if given, shall be conclusively evidenced by a copy of a resolution adopted by the Commission, and certified by its Secretary.

Section 1005. Pledge or Assignment. The Commission may at any time assign or pledge for the benefit and security of the holders of bonds, notes or other evidences of indebtedness heretofore or hereafter issued by the Commission any of its rights under the provisions of this Ordinance-Contract to receive payments from any Contracting Municipality, and thereafter this Ordinance-Contract shall not be terminated, modified or changed by the Commission or such Contracting Municipality except in the manner (if any) and subject to the conditions (if any) permitted by the terms and provisions of such assignment or pledge.

Section 1006. Ordinance Constitutes a Contract. This Ordinance-Contract shall constitute a single contract by and among each of the Contracting Municipalities who have adopted it, and shall be in full force and effect and shall be legally binding upon and enforceable by each of the Contracting Municipalities who have adopted it, and enforceable by the Neenah-Menasha Sewerage Commission, and their respective successors and assigns, from and after September 15, 1982, or on the date the last party hereto adopts and executes this Ordinance-Contract, whichever date occurs later. It is the intention of all the parties hereto that all provisions of this contract shall be enforceable, by any remedy available at law or in equity, by the Neenah-Menasha Sewerage Commission as though it were a signatory hereto.

Section 1007. Prior Ordinances or Resolutions. All prior ordinances or resolutions or portions thereof which conflict with this Ordinance-Contract are hereby repealed.

Section 1008. Severability. If any provisions of this Ordinance-Contract shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or Sections in this Ordinance-Contract contained, shall not affect the remaining portions of this Ordinance-Contract, or any part thereof.

Section 1009. Notices. All notices or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by certified or registered mail, postage prepaid, or by prepaid telegram, addressed as follows:

If to the Commission:                    Neenah-Menasha Sewerage Commission  
    Garfield Avenue  
    Menasha, WI 54952  
    Attention: Manager-Engineer

If to the Contracting                    City of Neenah  
Municipalities                            City Hall  
    211 Walnut Street  
    Neenah, WI 54956  
    Attention: Mayor

    City of Menasha  
    City Hall  
    175 Main Street  
    Menasha, WI 54952  
    Attention: Mayor

Town of Harrison

Town of Neenah

Town of Menasha

Town of Neenah Sanitary District No. 1

Town of Neenah Sanitary District No. 1-1

Town of Menasha Sanitary District #4

Town of Harrison Waverly Sanitary  
District

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

IN WITNESS WHEREOF, the Contracting Municipalities have caused their respective corporate seals to be hereunto affixed and attested and these presents are to be signed by their respective officers duly authorized and this Ordinance-Contract shall become effective on the date set forth in Section 1006 hereof.

Passed and adopted by the Governing Body of the City of Neenah in the County of Winnebago, State of Wisconsin, on this \_\_\_\_\_ day of \_\_\_\_\_, 1982.

Published this \_\_\_\_\_ day of \_\_\_\_\_, 1982.

CITY OF NEENAH, WISCONSIN

By \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Director of Administration  
(Clerk)

ATTEST:

By: \_\_\_\_\_

Passed and adopted by the Governing Body of the City of Menasha, in the County of Winnebago, State of Wisconsin, on this \_\_\_\_\_ day of \_\_\_\_\_ 1982.

Published this \_\_\_\_\_ day of \_\_\_\_\_, 1982.

CITY OF MENASHA, WISCONSIN

BY \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

ATTEST:

By \_\_\_\_\_

Passed and adopted by the Governing Body of the Town of Neenah Sanitary District No. 1 on this \_\_\_\_ day of \_\_\_\_\_, 1982.

Published this \_\_\_\_ day of \_\_\_\_\_, 1982.

TOWN OF NEENAH SANITARY DISTRICT NO. 1

By \_\_\_\_\_  
President

\_\_\_\_\_  
Clerk

ATTEST:

By \_\_\_\_\_

Passed and adopted by the Governing Body of the Town of Neenah Sanitary District No. 1-1 on this \_\_\_\_ day of \_\_\_\_\_, 1982.

Published this \_\_\_\_ day of \_\_\_\_\_, 1982.

TOWN OF NEENAH SANITARY DISTRICT NO. 1 - 1

By \_\_\_\_\_  
President

\_\_\_\_\_  
Clerk

ATTEST:

BY \_\_\_\_\_

Passed and adopted by the Governing Body of the Town of Neenah Sanitary District No. 2 on this \_\_\_\_ day of \_\_\_\_\_, 1982.

Published this \_\_\_\_ day of \_\_\_\_\_, 1982

TOWN OF NEENAH SANITARY DISTRICT NO. 2

BY \_\_\_\_\_  
President

BY \_\_\_\_\_  
Clerk

ATTEST:

By \_\_\_\_\_

Passed and adopted by the Governing Body of the Town of Menasha Sanitary District # 4 on this \_\_\_\_ day of \_\_\_\_\_, 1982.

Published this \_\_\_\_ day of \_\_\_\_\_, 1982.

TOWN OF MENASHA SANITARY DISTRICT # 4

BY \_\_\_\_\_  
President

BY \_\_\_\_\_  
Clerk

ATTEST:

By \_\_\_\_\_



Passed and adopted by the Governing Body of the Town of Harrison, Waverly Sanitary District on this \_\_\_\_ day of \_\_\_\_\_, 1982.

Published this \_\_\_\_ day of \_\_\_\_\_, 1982.

TOWN OF HARRISON, WAVERLY  
SANITARY DISTRICT

BY \_\_\_\_\_  
President

\_\_\_\_\_  
Clerk

ATTEST:

By \_\_\_\_\_

Passed and adopted by the Governing Body of the Town of Neenah on this \_\_\_\_ day of \_\_\_\_\_, 1982.

Published this \_\_\_\_ day of \_\_\_\_\_,  
1982.

TOWN OF NEENAH

By \_\_\_\_\_  
Town Chairman

\_\_\_\_\_  
Clerk

ATTEST:

By \_\_\_\_\_

Passed and adopted by the Governing Body of the Town of Menasha on this \_\_\_\_ day of \_\_\_\_\_, 1982.

Published this \_\_\_\_ day of \_\_\_\_\_, 1982.

TOWN OF MENASHA

By \_\_\_\_\_  
President

\_\_\_\_\_  
Clerk:

ATTEST:

By \_\_\_\_\_

Passed and adopted by the Governing Body of the Town of Harrison on this \_\_\_\_ day of \_\_\_\_\_, 1982.

Published this \_\_\_\_ day of \_\_\_\_\_, 1982.

TOWN OF HARRISON

By \_\_\_\_\_  
President

\_\_\_\_\_  
Clerk

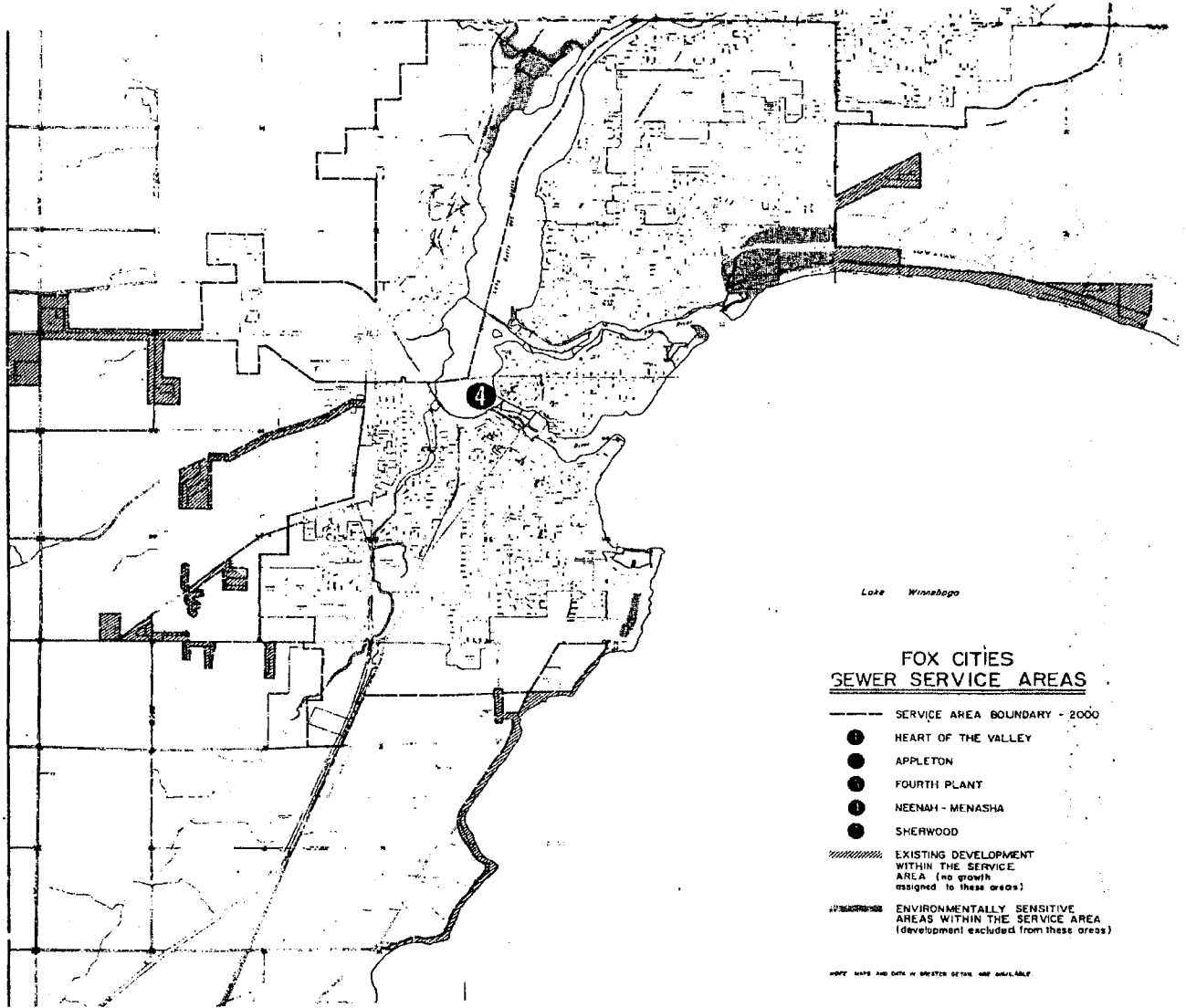
ATTEST:

By \_\_\_\_\_

EXHIBIT "A"

CONTRACT BOUNDARIES

NEENAH-MENASHA SEWER SERVICE AREA



Lake Winnebago

FOX CITIES  
SEWER SERVICE AREAS

- SERVICE AREA BOUNDARY - 2000
- ① HEART OF THE VALLEY
- ② APPLETON
- ③ FOURTH PLANT
- ④ NEENAH - MENASHA
- ⑤ SHERWOOD
- ////// EXISTING DEVELOPMENT WITHIN THE SERVICE AREA (no growth assigned to these areas)
- ||||| ENVIRONMENTALLY SENSITIVE AREAS WITHIN THE SERVICE AREA (development excluded from these areas)

NOTE: MAPS AND DATA IN BRACKETED SETTING ARE AVAILABLE

Wastewater Treatment Service Contract  
 Description of Project C550861  
 from  
Step I Facilities Plan

	<u>Neenah-Menasha Sewerage Committee</u>		<u>Sanitary District #4</u>
	Treatment Plant <u>Appendix G, p.7</u>	Interceptor Sewer <u>Appendix G, p.5</u>	Interceptor Sewer <u>Appendix C, p.10</u>
Est. Construction Cost	\$ 15,047,400	\$ 911,400	\$ 269,400
10% Construction contingency			
	<u>1,504,700</u>	<u>91,100</u>	<u>26,900</u>
	\$ 16,552,100	\$1,002,500	\$ 296,300
16% Contingency for Legal, Engr. & Admin.			
	<u>2,648,300</u>	<u>160,400</u>	<u>47,000</u>
<b>TOTAL ESTIMATE</b>	<b>\$ 19,200,400</b>	<b>\$1,162,900</b>	<b>\$ 343,700</b>
	<u>\$ 19,200,400</u>		
	<u>1,162,900</u>		
	<u>343,700</u>		
	<b>\$ 20,707,000</b>	<b>Estimated Total Construction Cost</b>	

Above projects exclude tertiary treatment and expenses for Waverly Beach, Town of Neenah and Town of Menasha sewer work described in Facilities Plan.

EXHIBIT C  
CONNECTION POINTS

This exhibit shall be prepared mutually by the parties at such time as engineering work has been completed, at which time the connection points shall be mutually determined and designated by the parties on the basis of engineering recommendations, which connection points shall be in a number and at locations mutually agreeable.

## FORM OF SEWER ORDINANCE

The Common Council of the CITY OF NEENAH do ordain as follows:

SECTION 1. That Chapter of the City of Neenah Municipal Code is hereby created to read as follows:

SECTION 26.01 INTENT OF CODE. The intent and purpose of this ordinance is to provide specific enforceable rules and regulations pertaining to the regulation of the design, construction and use of sewer mains and facilities, the building of sewers and connections thereof, and the discharge of waters and wastes into the City of Neenah public sewer system.

SECTION 26.02 DEFINITIONS. For the interpretation and enforcement of this chapter, certain words and terms are defined as follows: (1) BIOCHEMICAL OXYGEN -Dfl (BOD) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at 20°C, expressed in milligrams per liter.

(2) BUILDING DRAIN shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge of soil, waste and other drainage pipes inside any building and conveys same to the building sewer by gravity flow.

(3) BUILDING SEWER shall mean the extension from the building drain to the public sewer or other place of disposal, also called house connection or lateral.

(4) CITY shall, be the City of Neenah.

(5) COMBINED SEWER shall mean a sewer intended to receive both wastewater and storm or surface water.

(6) DIRECTOR OF PUBLIC WORKS shall be the Director of Public Works of the City of

(7) EASMENT shall mean an acquired legal right for the specific use of land owned by others.

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

(9) GARBAGE shall mean the animal and vegetable waste resulting from the handling, preparation, cooking, and serving of foods.

(10) INDUSTRIAL WASTES shall mean the wastewater from industrial processes, trade, or business as distinct from domestic or sanitary wastes.

(11) MANAGER shall mean the manager of wastewater facilities, and wastewater treatment works of the NMSC, or his authorized deputy, agent, or representative.

(12) MAY is permissive. (see "shall", sec. 23)

(13) NATURAL OUTLET shall mean any outlet, including storm sewers and combined sewer overflows, into a watercourse, pond, ditch, lake, or other body of surface or groundwater.

(14) NEENAH-MENASHA SEWERAGE COMMISSION (NMSC) shall include the sewage treatment plant and interceptors under jurisdiction of the Commission which transport and treat sewage from the \_\_\_\_\_ of \_\_\_\_\_.

(15) PERSON shall mean any individual, firm, company, association, society, corporation, or group.

(16) pH shall mean the logarithm of the reciprocal of the hydrogenation concentration. The concentration is the weight of hydrogen ions, in grams, per liter of solution. Neutral water, for example, has a pH value of 7 and a hydrogen ion concentration of  $10^{-7}$ .

(17) PROPERLY SHREDED GARBAGE shall mean the wastes from the preparation, cooking, and dispensing of foods that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than  $\frac{1}{2}$  inch (1.27 centimeters) in any dimension.

(18) PUBLIC SEWER shall mean a common sewer controlled by a governmental agency or public utility.

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

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

(21) SEWAGE is the spent water of a community. The preferred term is "wastewater". (see sec. 30) -.

(22) SEWER shall mean a pipe or conduit that carries wastewater or drainage water.

(23) SHALL is mandatory. (see "may", sec. 12).

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

(25) STANDARD METHODS shall be the latest edition of Standard Methods for the Examination of Water and Wastewater, published by the American Public Health Association.

(26) STORM DRAIN (sometimes termed storm sewer) shall mean a drain or sewer for conveying water, groundwater, subsurface water, or unpolluted water from any source.

(27) STORM WATER is that water which originates from rainfall and/or snowmelt.

(28) SUSPENDED SOLIDS shall mean total suspended matter that either floats on the surface of, or is in suspension in, water, wastewater, or other liquids, and that is removable by laboratory



filtering as prescribed in "Standard Methods" and referred to as nonfilterable residue.

(29) UNPOLLUTED WATER is water of quality equal to or better than the effluent criteria in effect or water that would not cause violation of receiving water quality standards and would not be benefited by discharge to the sanitary sewers and wastewater treatment facilities provided.

(30) WASTEWATER shall mean the spent water of a community. From the standpoint of source, it may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions, together with any groundwater, surface water, and storm water that may be present.

(31) WASTEWATER FACILITIES shall mean the structures, equipment and processes required to collect, carry away, and treat domestic and industrial wastes and dispose of the effluent.

(32) WASTEWATER TREATMENT WORKS shall mean an arrangement of devices and structures for treating and disposing wastewater, industrial wastes, and sludge. Sometimes used as synonymous with "waste treatment plant" or wastewater treatment plant" or "waste pollution control plant."

(33) WATERCOURSE shall mean a natural or artificial channel for the passage of water, either continuously or intermittently.

SECTION 26.03 DESIGN AND CONSTRUCTION OF SEWER MAIN AND FACILITIES. (1) All new sewer mains and facilities shall be designed by a Professional Engineer in accordance with Wisconsin Statutes, Chapter 144.57 and NR110, and shall be submitted to and receive approval by the Wisconsin Department of Natural Resources prior to construction. Design shall be in accordance with good engineering practice, such as the latest edition of "Recommended Standards for Sewage Works", a committee report of the Great Lakes-Upper Mississippi River Board of State Sanitary Engineers.

(2) A review shall be made by the Manager concerning the impact upon the sewerage system of any additional sewage generated by construction of new sewer extensions and alteration to or installation or pretreatment facilities. His approval shall be required

before construction of the sewers or pretreatment facilities begins. Approval shall be denied if the Manager determines that the addition sewage or change(s) in the sewage characteristic(s) will overload the system or result in a condition detrimental to the operation, safety and/or structural integrity of the system or any part thereof.

(3) Construction of all new or replacement sewer mains, new stub outs, and facilities in the City which are being installed under contract with the City shall be adequately inspected by the Public Works Department. Construction shall comply with the Wisconsin Department of Natural Resources approval conditions, the "Standard Specifications for Sewer and Water Main Construction" for the City and the special provisions of the specifications.

(4) There shall be no direct or indirect cross connections between the sanitary sewer system and any other utility system in the City, either on private or public property. With the exception of existing foundation drains constructed prior to 1960, any other cross connections discovered shall be reported the Director of Public Works, Plumbing Inspector, or Manager and shall be promptly corrected.

(5) Municipalities shall report to the Neenah-Menasha Sewerage Commission on an annual basis, the total length and sizes of new sanitary sewers installed and existing sewers replaced, repaired or abandoned

#### SECTION 26.04 USE OF PUBLIC SEWERS REQUIRED.

(1) It shall be unlawful for any person to place, deposit, or permit to be deposited in any unsanitary manner on public or private property within the City of Neenah or in any area under the jurisdiction of said City, any human or animal excrement, garbage, or objectionable waste.

(2) It shall be unlawful to discharge to any natural outlet within the City of Neenah, or in any area under the jurisdiction of said City, any wastewater or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions, of this ordinance.

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

(4) The owner(s) of all houses, buildings, or properties used for human occupancy, employment, recreation, or other purposes, situated within the City and abutting on any street, alley, or right-of-way in which there is now located or may in the future be located a public sanitary sewer of the City, is hereby required at the owner(s) expense to install suitable toilet facilities therein, and to connect such facilities directly with the proper public sewer in accordance with the provisions of this ordinance, within ninety (90) days of the date of official notice to do so, provided that said public sewer is within one hundred (100) feet (30.5 meters) of the property line.

**SECTION 26.05 BUILDING SEWERS AND CONNECTIONS.** (1) All building sewers, connections and appurtenances shall be designed and constructed in accordance with the latest edition of the Wisconsin Statutes and applicable codes thereof.

(2) No unauthorized person(s) shall uncover, make any connections with or opening into, use, alter, or disturb any building sewer, public sewer or appurtenance thereof without first obtaining a written permit from the Plumbing Inspector.

(3) There shall be two (2) classes of building sewer permits: (a) for residential and commercial service, and (b) for service to establishments producing industrial wastes. In either case, the owner(s) or his agent shall make application on a special form furnished by the City. The permit application shall be supplemented by any plans, specifications, or other information considered pertinent in the judgment of the Plumbing Inspector. Permit fees are waived for work performed under contract with the City.

(4) All costs and expenses incidental to the installation, connection, and maintenance of the building sewer from the main, including the riser and Connection thereto, to the building, shall be borne by the owner(s). The owner(s) shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.

(5) A separate and independent building sewer shall be provided for every building.

(6) Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the Plumbing Inspector, to meet all requirements of this ordinance.

(7) The size, slope, alignment, materials of construction of a building sewer, and the methods to be used in excavating, placing of the pipe jointing, testing, and backfilling the trench, shall all conform to the requirements of the building and plumbing code, City of standard specifications for sewer and water main construction, and other applicable rules and regulations of the City. In the absence of code provisions or in amplification thereof the materials and procedures set forth in appropriate specifications of the ASTM and WPCI Manual of Practice No. 9 shall apply.

(8) Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary wastewater carried by such building drain shall be lifted by an approved means and discharged to the building sewer.

(9) Whenever a building having sewer service is demolished or removed, the building sewer and/or connection to the public sewer shall be properly abandoned and capped in accordance with instructions given by the Plumbing Inspector.

(10) All building sewers serving manufacturing or industrial processing plants or service stations (gas and oil) which are connected to a public sewer system shall have installed therein a manhole for periodic sewage sampling purposes. The manhole shall be of a design approved by the Manager and Director of Public Works and shall be located on public right-of-way where possible. When manholes are installed on private property they shall be readily accessible at all times.

(11) No person(s) shall make connection of roof downspouts, foundation drains, sump discharges, areaway drains, or other sources of surface runoff or groundwater to a building sewer or building drain which in turn is connected directly or indirectly to a public sanitary sewer unless such connection is approved by the Plumbing Inspector and Manager for purposes of disposal of polluted surface drainage.

(12) The connection of the building sewer into the public sewer

shall conform to the requirements of the building and plumbing code, City of Neenah specifications for sewer and water main construction, and other applicable rules and regulations of the City. In the absence of code provisions or in amplification thereof, the materials and procedures set forth in the ASTM and the WPCF Manual of Practice No. 9 shall apply. All such connections shall be made gastight and watertight and verified by proper testing. Any deviation from the prescribed procedures and materials must be approved by the Plumbing Inspector before installation.

(13) The applicant for the building sewer permit shall notify the Plumbing Inspector when the building sewer is ready for inspection and connection to the public sewer. The connection and testing shall be made under the supervision of the Plumbing Inspector or his representative.

(14) All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the City.

(15) Inspection of building sewers and connections within City right-of-way or in easements, when such construction shall be under contract with the City, shall be by the Public Works Department, in accordance with Sec. 26.03(3). Work not under contract with the City shall be inspected by the Plumbing Inspector.

Section 26.06 SEWERAGE CONTROL. (1) No person(s) shall discharge or cause to be discharged any waters such as storm water, groundwater, roof runoff, subsurface, or cooling water to any sanitary sewer. All such waters shall be discharged to such sewers as are specifically designated as storm sewers or to a natural outlet approved by the Director of Public Works and other regulatory agencies. Unpolluted cooling water or process waters may be discharged, on approval of the Director of Public Works, to a storm sewer or natural outlet. If the Director of Public Works grants approval to discharge to a natural outlet, approval from other regulatory agencies may also be required.

(2) No person(s) shall discharge or cause to be discharged any of the following described substances or wastes to any public sewers:

(a) Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas.

(b) Any waters containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any waste treatment process, constitute a hazard to humans or animals, create a public nuisance, cause the effluent from the waste treatment plant to violate effluent permit requirements, or create any hazard in the receiving water of the wastewater treatment plant.

(c) Any water or wastes having a pH lower than 5.5, higher than 10.0, or having any other corrosive property capable of causing damage or hazard to structures, equipment, or personnel of the City and/or the wastewater works.

(d) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the lift stations and wastewater facilities, such as, but not limited to, ashes, bones, cinders sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails and non-dissolving products such as disposable diapers, cups, containers, etc., either whole or ground by garbage grinders.

(3) The following described substances, materials, waters, or waste shall be limited in discharges to municipal systems to concentrations or quantities which will not harm either the sewers, lift stations, wastewater treatment process or equipment, will not have an adverse effect on the receiving stream, and will not otherwise endanger life, limb, public property, or constitute a nuisance. The Manager and Director of Public Works may set limitations lower than the limitations established in the regulations below if in their opinion such more severe limitations are necessary to meet the above objectives. In forming their opinion as to the acceptability, the Manager and Director of Public Works will give consideration to such factors as the quantity of subject waste in relation to flows and velocities in the sewers, materials of construction of the sewers, the wastewater treatment process employed, capacity of the wastewater treatment plant, degree of treatability of the waste in the wastewater treatment

plant, and other pertinent factors. The limitations or restrictions on materials or characteristics of waste or waste— waters discharged to the sanitary sewer which shall not be exceeded without approval of the Manager and Director of Public Works are as follows:

(a) Wastewater or vapor having a temperature higher than 150°Fahrenheit (65° Celsius).

(b) Any water or waste containing fats, wax, grease, or oils, whether emulsified or not, in excess of one hundred (100) mg/1 or containing substances which may solidify or become viscous at temperatures between thirty-two (32) and one hundred fifty (150)° F (0 and 65° C).

(c) Wastewater containing floatable oils, fat, or grease.

(d) Any garbage that has not been properly shredded (see Sec. 26.02 (17)). Garbage grinders may be connected to sanitary sewers from homes, hotels, institutions, restaurants, hospitals, catering establishments, or similar places where garbage originates from the preparation of food in kitchens for the purpose of consumption on the premises or when served by caterers.

(e) Any waters or wastes containing iron, chromium, copper, zinc, and similar objectionable or toxic substances to such degree that any such material received in the composite wastewater at the wastewater treatment works exceeds the limits established by the Manager for such materials.

(f) Any waters or wastes containing odor-producing substances exceeding limits which may be established by the Manager and Director of Public Works.

(g) Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Manager and Director of Public Works in compliance with applicable state or federal regulations.

(h) Quantities of flow, concentrations, or both which constitute a “slug” as defined herein.

(i) Waters or wastes containing substances which are not amenable to treatment or reduction by the wastewater treatment processes employed, or are amenable to treatment only to such

degree that the wastewater treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.

(j) Any water or wastes which, by interaction with other water or wastes in the public sewer system, release obnoxious gases, form suspended solids which interfere with the collection system, or create a condition deleterious to structures and treatment processes.

(4) If any waters or wastes are discharged or are proposed to be discharged to the public sewers, which waters contain the substances or possess the characteristics enumerated in (3) of this Sec., and which in the judgment of the Manager and Director of Public Works, may have a deleterious effect upon the wastewater facilities, processes, equipment, or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the Manager or Director of Public Works may:

(a) Reject the wastes,

(b) Require pretreatment to an acceptable condition for discharge to the public sewers,

(c) Require control over the quantities and rates of discharge, and/or

(d) Require payment to cover added cost of handling and treating the wastes not covered by existing taxes or sewer charges under the provisions of (12) of this Sec.

When considering the above alternatives, the Manager and Director of Public Works shall give consideration to the economic impact of each alternative on the discharger. If the Manager and Director of Public Works permit the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the Manager and Director of Public Works.

Proposed increase of discharges to the Neenah-Menasha Sewerage Commission by the City as the result of changes in existing commercial or industrial development shall be reported to the Manager prior to the date of change. No such discharges shall begin until the Manager has given approval of the quality and quantity of the proposed discharge.



(5) Grease, oil, and sand separators shall be provided when, in the opinion of the Manager or Director of Public Works, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand, or other harmful ingredients; except that such separators shall not be required for private living quarters or dwelling units. All separators shall be of a type and capacity approved by the Manager and Director of Public Works, and shall be located so as to be readily and easily accessible for cleaning and inspection. In the maintaining of these separators the owner(s) shall be responsible for the proper removal and disposal by appropriate means of the captured material and shall maintain records of the dates, and means of disposal which are subject to review by the Manager and Director of Public Works. Any removal and hauling of the collected materials not performed by the owner's personnel must be performed by currently licensed waste disposal firms.

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

(7) When required by the Manager or Director of Public Works, the owner of any property serviced by a building sewer carrying industrial wastes, shall install a suitable structure together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling, and measurement of the wastes. Such structure, when required, shall be accessibly and safely located and shall be constructed in accordance with plans approved by the Manager and Director of Public Works. The structure shall be installed by the owner at his expense and shall be maintained by him so as to be safe and accessible at all times. See Sec.26.05 (10).

(8) The Manager or Director of Public Works may require a user of sewer services to provide information needed to determine compliance with this ordinance.. The requirements may include:

(a) Wastewater's discharge peak rate and volume over a specified time period.

(b) Analyses of wastewaters.

(c) Information on raw materials, processes, and products affecting wastewater volume and quality.

(d) Quantity and disposition of specific liquid, sludge, oil, solvent, or other materials important to sewer use control.

(e) A plot plan of sewers on the user's property showing sewer and pretreatment facility locations.

(f) Details of wastewater pretreatment facilities.

(g) Details of systems to prevent and control the losses of materials through spills to the municipal sewer.

(9) Only those wastewaters and pollutants which are authorized in this ordinance shall be discharged into the sanitary wastewater facilities, providing also, however, that these wastewaters and pollutants must be discharged only into the sanitary wastewater facilities, and into no other place, system or area.

(10) Incorporated by reference are the conditions and provisions stipulated in the Wisconsin Pollution Discharge Elimination System (WPDES) Permit issued to the NMSC. Authority is hereby given to City personnel to assist the Manager, as needed, to comply with this permit.

(11) All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this ordinance shall be determined in accordance with the latest edition of "Standard Methods". Sampling methods, location, times, durations, and frequencies are to be determined on an individual basis subject to approval by the Manager or Director of Public Works.

(12) No statement contained in this section shall be construed as preventing any special agreement or arrangement between the City and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the City for treatment provided such acceptance is approved by the Manager.

#### SECTION 26.07 PROTECTION FROM DAMAGE.

(1) No person(s) shall maliciously, willfully, or negligently break, damage, destroy, cover, uncover, deface, or tamper with any structure, appurtenance or equipment which is a part of the wastewater facilities.

(2) Any wastewater facility or part thereof located in public property or in an easement shall not be disturbed, covered, have the surfacing or grade changed or in any other way be encroached upon, modified or destroyed without the approval of the Manager and Director of Public Works.. No private or utility owned buildings or any other structures shall be constructed in any public property or easements for wastewater facilities, without the approval of the Manager and Director of Public Works.

#### SECTION 26.08 POWERS AND AUTHORITY OF INSPECTORS.

(1) The Manager and other duly authorized employees of the NMSC and the City, bearing proper credentials and identification, shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling, and testing to determine whether compliance is being made in accordance with the provisions of this ordinance.

(2) The Manager or other duly authorized employees are authorized to obtain information concerning industrial processes which have a direct bearing on the kind and source of discharge to the wastewater collection system.

(3) The Manager and other duly authorized employees of the NMSC and the City, bearing proper credentials and identification, shall be permitted to enter all private properties through which the City holds a duly negotiated easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the wastewater facilities lying within said easement. All entry and subsequent work, if any, on said easement, shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved.

(4) When a suspected violation of Sec. 26.06 is discovered, the Manager shall with all haste, attempt to determine from which City the material has originated. When this has been determined, he shall immediately notify the Director of Public Works of the City. The Director of Public Works shall then work with the Manager to isolate the source of the material in question and eliminate, remove, contain, dissipate or otherwise control the material to afford the greatest protection to life and property.

(5) Should a suspected violation of Sec. 26.06 be discovered by the Director of Public Works, his representative(s) or someone other than the Manager or his representative, the Manager shall be immediately notified and the procedure described in (4) of this Sec. shall be followed.

SECTION 26.09 VALIDITY.

(1) All ordinances or parts of ordinances in conflict herewith are hereby repealed.

(2) The invalidity of any section, clause, sentence, or provision of this ordinance shall not affect the validity of any other part of this ordinance which can be given effect without such in valid part or parts.

SECTION 26.10 A GENERAL PENALTY PROVISION. Any person who shall violate any provision of this chapter or any rule, regulation or order made hereunder shall be subject to a penalty upon conviction as follows:

(1) First offense - any person who shall violate any provision of this chapter of the Neenah Municipal Code shall, upon conviction thereof, forfeit not less than One Hundred (\$100.00) Dollars nor more than Five Hundred (\$500.00) Dollars together with the cost of prosecution.

(2) Second offense - any person found guilty of violating any provision of this chapter who has previously been convicted of a violation of any section of this chapter shall upon conviction there of forfeit not less than Five Hundred (\$500.00) Dollars nor more than One Thousand (\$1,000.00) Dollars for each such offense together with the cost of prosecution.

SECTION 2. That this ordinance shall be in full force and effect from and after its passage and date of publication.

EXHIBIT E

COMMISSION OWNED REAL ESTATE AND EASEMENT RIGHTS

Certain real estate parcels, together with all improvements appurtenant thereto, as well as easement rights owned by the Neenah-Menasha Sewerage Commission as of the effective date of this Ordinance-Contract, described below.

(See Attached Schedules)

The following described parcels located in the Third Ward, City of Menasha, Winnebago County, Wisconsin:

1. North 120.25 ft. of vacated Butte des Morts St. (approx. 6,000 sq. ft.)
2. North 120.25 ft. of vacated Butte des Morts St. (Public R.O.W.)  
Vacated by the City of Menasha 5/21/74 (approx. 6,000 sq. ft.)
3. North 430.25 ft. of vacated Butte des Morts St., except the Northerly most 120.25 ft. (Public R.O.W.) Vacated by City of Menasha Feb.19, 1972 (approx. 15,500 sq. ft.)
4. E 1/2 of North 430.25 ft. of vacated Butte des Morts St., except the Northerly most 120.25 ft. (Public R.O.W.) Purchased from City of Menasha March 8, 1973 (approx. 7,750 sq. ft.)
5. Part of the lake bottom of the body of water known as Little Lake Butte des Morts. Acquired from State of Wisconsin June 15, 1972, Reg. of Deeds 422952, Vol. 1346, page 471, June 30, 1972.
6. Part of the lake bottom of the body of water known as Little Lake Butte des Morts. Acquired from State of Wisconsin, June 24, 1964. Reg. of Deeds 323600, Vol. 1076, page 471, July 10, 1964.
7. Lot 1, Block 6 in Butte des Morts Garden Addition.
8. Lot 2, Block 6, in Butte des Morts Garden Addition (includes bldg.)
9. N. 13.2 ft. of Lot 2, except the East 203.4 ft. thereof, in the Subdivision of Fractional Lot Four of Sec. 22, T.20N, R17E, Third Ward, Menasha.
10. Parcel 102 ft. (E-W) x 50 ft. (N-S) located West of Lot 4, being a part of Lot 7, in the Subdivision of Fractional Lot Four of Sec. 22 T2ON, R17E, Third Ward, Menasha.
11. Lots 5 & 6 except E 148 ft., plus parts of Lot 7 lying West of Lots 4, 5 & 6, all being a part of the Subdivision of Fractional Lot Four of Sec. 22, T2ON, R17E, Third Ward, Menasha.
12. Parcel of land 50 ft. wide (N-S) located W of Lot 3, being a part of Lot 7, in the Subdivision of Fractional Lot Four of Sec. 22, T2ON, R17E, Third Ward, Menasha.
13. West 130 ft. more or less of vacated Madison Street (Public R.O.W.) (approx. 6,500 sq. ft.)

14. Garfield Avenue West of the West line of Matthewson Street plus Butte des Morts Street North of the North line of Garfield Avenue to the North line of Lot 13, Block 5, Butte des Morts Gardens Addition. (Public R.O.W.) (approx. 27,600 sq. ft.)
15. Lots 13, 14 and 16, Blk. 5, Butte des Morts Gardens Addition.
16. Lot 15, Blk. 5., plus Lot 9 Blk. 6, Butte des Morts Gardens Addition.
17. Lot 10, Blk. 6, Butte des Morts Gardens Addition.
18. Lot 11, Blk. 6, Butte des Morts Gardens Addition.
19. All of Blk. 8 lying West of West line of Butte des Morts St., in Butte des Morts Gardens Addition
20. All of Blk. 8 lying East of West line of Butte des Morts St. plus all of Blk 9 in Butte des Morts Gardens Addition.
21. Lots 3, 4, 5, 6, 7 & 8, Blk. 6, Butte des Morts Gardens Addition.
22. Lots 8 and 14 of Subdivision of Fractional Lot Four, Sec. 22, T20N, R17E, Third Ward, Menasha.
23. The East One Hundred Twelve (112) feet of Lot One (1) in the SUBDIVISION OF FRACTIONAL LOT FOUR of Section Twenty-two (22), Township Twenty (20) North, of Range Seventeen (17) East, in the Third Ward, City of Menasha, Winnebago County, Wisconsin, per Assessor's Map (1925).



The following described easements located in the City of Neenah or the City of Menasha, Winnebago County, Wisconsin:

1. Easement from Amanda Sanford to Neenah-Menasha Sewerage Commission and City of Neenah, dated July 7, 1936, recorded Sept. 16, 1937, in Vol. 474, page 219, Winnebago County Registry.
2. Easement from Richard F. Tews and Elsie Tews, his wife, to Neenah-Menasha Sewerage Commission and City of Neenah, dated July 31, 1936, recorded Sept. 16, 1937, in Vol. 474, page 218, Winnebago County Registry.
3. Easement from Walter Investment Company to Neenah-Menasha Sewerage Commission and City of Neenah, dated July 31, 1936, recorded Oct. 23, 1937, in Vol. 474, page 311, Winnebago County Registry.
4. License from E. A. Whitman, as Receiver of Wisconsin Central Railway Company to Neenah-Menasha Sewerage Commission and City of Neenah, dated August 24, 1936, unrecorded.
5. Easement from The Lieber Lumber & Millwork Company to Neenah Menasha Sewerage Commission and City of Neenah, dated July 27, 1936, recorded Sept. 16, 1937, in Vol. 474, page 220, Winnebago County Registry.
6. Easement from George Boushley and Mary Boushley, his wife, to Neenah-Menasha Sewerage Commission and City of Neenah, dated July 29, 1936, recorded Sept. 16, 1937, in Vol. 474, page 217— 218, Winnebago County Registry.
7. Easement from John M. Sorenson to Neenah-Menasha Sewerage Commission and City of Neenah, dated July 29, 1936, recorded Sept. 16, 1937, in Vol. 474, page 219, Winnebago County Registry.
8. Easement from John W. Grimes, executor of the Estate of Thomas F. Grimes, to Neenah-Menasha Sewerage Commission and City of Menasha, dated August 31, 1936, recorded Sept. 16, 1937, in Vol. 474, page 224, Winnebago County Registry.

9. Easement from Wisconsin Tissue Mills to Neenah-Menasha Sewerage Commission and City of Menasha, dated Sept. 4, 1936, recorded Sept. 16, 1937, in Vol. 474, page 229, Winnebago County Registry.
10. Easement from Bank of Menasha to Neenah-Menasha Sewerage Commission and City of Menasha, dated Sept. 5, 1936, recorded Sept. 16, 1937, in Vol. 474, page 228, Winnebago County Registry.
11. Easement from Anna Helbach to Neenah-Menasha Sewerage Commission and City of Menasha, dated Sept. 14, 1936, recorded Sept. 16, 1937, in Vol. 474, page 220, Winnebago County Registry.
12. Easement from Valvoline Oil Company to Neenah-Menasha Sewerage Commission and City of Neenah, dated Sept. 16, 1936, recorded Sept. 16, 1937, in Vol. 474, page 225, Winnebago County Registry.
13. Easement from Steve Shekletzki to Neenah-Menasha Sewerage Commission and City of Menasha, dated Sept. 25, 1936, recorded Sept. 16, 1937, in Vol. 474, page 229, Winnebago County Registry.
14. Easement from John F. Shedlewski to Neenah-Menasha Sewerage Commission and City of Menasha, dated Sept. 25, 1936, recorded Sept. 16, 1937, in Vol. 474, page 222, Winnebago County Registry.
15. Easement from John Tennessen and Katherine Tennessen, his wife, to Neenah-Menasha Sewerage Commission, dated Sept. 25, 1936, recorded Sept. 16, 1937, in Vol. 474, page 227, Winnebago County Registry.
16. Easement from Joseph Mack Sr. and Antonia Mack, his wife, to Neenah-Menasha Sewerage Commission, dated Sept. 25, 1936, recorded Sept. 16, 1937, in Vol. 474, page 230, Winnebago County Registry.
17. Easement from Frank J. Chadek and Tillie Chadek, his wife, to Neenah-Menasha Sewerage Commission and City of Menasha, dated Sept. 26, 1936, recorded Sept. 16, 1937, in Vol. 474, page 231, Winnebago County Registry.

18. Easement from George W. Haber and Irene Haber, his wife, to Neenah-Menasha Sewerage Commission and City of Menasha, dated Sept. 29, 1936, recorded Oct. 23, 1937, in Vol. 474, page 310, Winnebago County Registry.
19. Easement from John C. Chadek and Myrtle Chadek, his wife, to Neenah-Menasha Sewerage Commission and City of Menasha, dated Sept. 30, 1936, recorded Sept. 16, 1937, in Vol. 474, page 230-231, Winnebago County Registry.
20. Easement from Gilbert Paper Company to Neenah-Menasha Sewerage Commission and City of Menasha, dated Oct. 28, 1936, recorded Sept. 16, 1937, in Vol. 474, page 223-224, Winnebago County Registry.
21. Easement from Herman Bussian to Neenah-Menasha Sewerage Commission, dated Nov. 6, 1936, recorded Sept. 16, 1937, in Vol. 474, page 223, Winnebago County Registry.
22. Easement from Charles Zielinski to Neenah-Menasha Sewerage Commission and City of Menasha, dated Nov. 13, 1936, recorded Sept. 16, 1937, in Vol. 474, page 228, Winnebago Co. Registry.
23. Easement from Nick Vendouris and Elizabeth Vendouris, his wife, to Neenah-Menasha Sewerage Commission, dated Nov. 13, 1936, recorded Sept. 16, 1937, in Vol. 474, page 226, Winnebago Co. Registry.
24. Easement from Anton Waibrun to Neenah-Menasha Sewerage Commission and City of Menasha, dated Nov. 13, 1936, recorded Sept. 16, 1937, in Vol. 474, page 221-222, Winnebago County Registry.
25. Easement from Sylvester J. Voss and Gertrude Voss, his wife, to Neenah-Menasha Sewerage Commission, recorded Sept. 16, 1937, in Vol. 474, page 221, Winnebago County Registry.
26. Easement from Leonard Zielinski to Neenah-Menasha Sewerage Commission and City of Menasha, dated Nov. 14, 1936, recorded Sept. 16, 1937, in Vol. 474, page 227, Winnebago Co. Registry.

27. Easement from F. G. Jensen and Barbara Jensen, his wife, to Neenah-Menasha Sewerage Commission, dated Nov. 18, 1936, recorded Sept. 16, 1937, in Vol. 474, page 231-232, Winnebago Co. Registry.
28. Easement from George P. Reimer and Juanita Reimer, his wife, to Neenah-Menasha Sewerage Commission, dated Nov. 23, 1936, recorded Sept. 16, 1937, in Vol. 474, page 225-226, Winnebago Co. Registry.
29. Easement from Catherine Resch to Neenah-Menasha Sewerage Commission and City of Menasha, dated Dec. 18, 1936, recorded Oct. 23, 1937, in Vol. 474, page 312, Winnebago Co. Registry.
30. Easement from Thomas Schipferling and Frances Schipferling, his wife, to Neenah-Menasha Sewerage Commission, dated Dec. 20, 1936, recorded Oct. 23, 1937, in Vol. 474, page 313, Winnebago Co. Registry.
31. Lease from Henry A. Scandrett, Walter J. Cummings and Georgel. Haight, as Trustees of the Property of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company to Neenah & Menasha Sewerage Commission, dated May 20, 1937, unrecorded.
32. Easement from Walter Bros. Brewing Company to Neenah-Menasha Sewerage Commission, dated Sept. 15, 1937, recorded Sept. 16, 1937, in Vol. 474, page 217, Winnebago Co. Registry.
33. Easement from Walter Investment Company to Neenah-Menasha Sewerage Commission and City of Menasha, dated Sept. 18, 1937, recorded Oct. 23, 1937, in Vol. 474, page 309-310, in Winnebago Co. Registry.
34. Easement from William H. Clifford and Dorothy Clifford, his wife, to Neenah-Menasha Sewerage Commission and City of Menasha, dated Sept. 24, 1937, recorded Oct. 23, 1937, in Vol. 474, page 311-312, Winnebago Co. Registry.

35. Easement from Charlotte Bullard Livingstone to Neenah-Menasha Sewerage Commission and City of Menasha, dated Oct. 1, 1937, recorded Jan. 15, 1938, in Vol. 474, page 494-495, Winnebago Co. Registry.
36. Easement from Menasha Wood Split Pulley Company to Neenah Menasha Sewerage Commission, dated Oct. 19, 1937, recorded Oct. 23, 1937, in Vol. 474, page 313-314, Winnebago Co. Registry.
37. Easement from Menasha Woodenware Corporation to Neenah-Menasha Sewerage Commission and City of Menasha, dated Oct. 20, 1937, recorded Oct. 23, 1937, in Vol. 474, page 308-309, Winnebago Co. Registry.
38. Easement from August Rhode to Neenah-Menasha Sewerage Commission and City of Menasha, dated Dec. 27, 1937, recorded Jan. 15, 1938, in Vol. 474, page 495, Winnebago Co. Registry.
39. Easement from Arthur Zarnoth and Lorraine Zarnoth to Neenah Menasha Sewerage Commission, dated June 24, 1974, recorded June 27, 1974, as Document #451582, Winnebago Co. Registry.
40. Easement from Thelma E. Olson to Neenah-Menasha Sewerage Commission, dated June 24, 1974, recorded June 27, 1974, as Document 451583, Winnebago Co. Registry.
41. Easement from Soo Line Railroad Company to Neenah-Menasha Sewerage Commission, dated July 1, 1974, unrecorded.
42. Easement from City of Neenah to Neenah-Menasha Sewerage Commission, dated July 9, 1974, recorded July 18, 1974, as Document #452462, Winnebago Co. Registry.
43. Neenah-Menasha Sewerage Commission's Agreement with Wisconsin Tissue Mills, Inc. to approve Easement to Electric Power Utility and for Reimbursement by Owner of NMSC's expense reuse of said easement by electric power utility, dated June 20, 1978, recorded Sept. 7, 1978, as Document #522145, Winnebago County Registry. Easement from Wisconsin Tissue Mills, Inc. to Wisconsin Electric Power Company, dated June 22, 1978, recorded Sept. 7, 1978, as Document #522146, Winnebago County Registry.

44. Easement from James J. Laux and Jean A. Laux to Neenah-Menasha Sewerage Commission, dated May 13, 1981, recorded May 19, 1981, as Document #563812, Winnebago Co. Registry.