

AMENDMENT  
TO THE  
2000 WASTEWATER AGREEMENT

This Amendment to the 2000 Wastewater Agreement (“Amendment”) is made and entered into as of the latest date set forth below, by and among the City of Fond du Lac, the Village of North Fond du Lac, the Town of Fond du Lac, the Town of Fond du lac Sanitary Districts Nos. 2, 3, 4 and 6, the Town of Empire, the Town of Empire Sanitary Districts No. 1, 2, and 3, the Town of Taycheedah, Johnsburg Sanitary District, the Town of Taycheedah Sanitary District Nos. 1 and 3, the Town of Friendship, the Consolidated Sanitary District No. 1 of the Towns of Friendship and Black Wolf, the Town of Friendship Sanitary District No. 2, the Town of Calumet, and the Town of Calumet Sanitary District No. 1 (collectively, the “Parties”).

WHEREAS, the Parties have entered into an agreement entitled the 2000 Wastewater Agreement Between City of Fond du Lac, Wisconsin and Outlying Sewer Group (“Agreement”); and

WHEREAS, the Agreement includes methods for allocating costs of certain maintenance, repairs, and upgrades to Shared Sewers and Regional Interceptors, among other things; and

WHEREAS, allocation of costs for Shared Sewer projects is set forth in Section 6.5 of the Agreement, under which the allocation of costs depends in part on each party’s contribution toward the need for the work; and

WHEREAS, allocation of costs for Regional Interceptors is set forth in Section 7.1 of the Agreement, under which maintenance costs are shared by the Parties under Section 7.1.2 in accordance with their flow and loading allocations as provided in Section 5.1 of the Agreement; and

WHEREAS, the Parties wish to use the cost allocation method in Section 6.5 of the Agreement for Regional Interceptor maintenance projects instead of the cost allocation method in Section 7.1.2 of the Agreement.

NOW, THEREFORE, in consideration of the above recitals, which are contractual, and for other good and valuable consideration, the receipt of which is acknowledged by the parties, the parties agree as follows:

1. Cost Allocation for Regional Interceptor Maintenance Projects. The costs of a Regional Interceptor maintenance, repair or replacement project that does not qualify as a Project for Upgrades under Section 7.1.1 of the Agreement, a Project to Increase Capacity under Section 7.1.3 of the Agreement, or an Enhancement Project under Section 7.1.4 of the Agreement shall be allocated to the Parties in accordance with Section 6.5 of the Agreement. Costs for projects that qualify under Sections 7.1.1, 7.1.3, or 7.1.4 shall be allocated in accordance with those Sections.

2. Entire Agreement. This Amendment, together with the Agreement, contains the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous communications, negotiations, and agreements, whether oral or written between the Parties with respect to such subject matter. Any oral representation or modifications concerning this Amendment or the Agreement shall be of no force and effect.

3. Modification of Agreement. Except as expressly set forth herein, no other amendment of the Agreement is intended hereby and all terms and conditions of the Agreement not expressly amended herein shall remain in full force and effect.

4. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original. In addition, facsimile or digital signatures shall be deemed originals for all purposes hereunder.

CITY OF FOND DU LAC

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

Attest: \_\_\_\_\_ Date \_\_\_\_\_

[This area left blank intentionally.]