

**INTERGOVERNMENTAL COOPERATIVE PLAN BETWEEN THE VILLAGE
OF SUSSEX AND THE TOWN OF LISBON**

The Village of Sussex, a Wisconsin village located in Waukesha County, Wisconsin ("Sussex") and the Town of Lisbon, a Wisconsin town located in Waukesha County, Wisconsin ("Lisbon") hereby enter into this Intergovernmental Cooperative Plan ("Plan") pursuant to the provisions of Sec. 66.0307, Wis. Stats.

RECITALS

WHEREAS, Sussex has existed and operated as a Village under the provisions of Chapter 61, Wis. Stats., at all times material hereto; and,

WHEREAS, Lisbon has existed and operated as a Town under the provisions of Chapter 60, Wis. Stats., at all times material hereto; and,

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

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

WHEREAS, the Parties terminated the 2001 IGA and petitioned the Court for entry of an Order satisfying the Judgment; and,

WHEREAS, the Parties entered into a new Boundary Agreement and Intermunicipal Agreement in accordance with the provisions of Sec. 66.0301, Wis. Stats., on September 8, 2020, which superseded the 2001 IGA (herein the "2020 IGA" attached hereto as Exhibit B); and,

WHEREAS, the Parties also previously entered into agreements related to the extension of utility services by the Village to the Town and Town of Lisbon Sanitary District No. 1 (herein the "Utility Agreements"), which agreements were superseded by the 2020 IGA; and,

WHEREAS, Sussex and Lisbon desire to enter into this Plan for the purpose of, among other things:

- 1) setting and adjusting the boundary line between Sussex and Lisbon as their common boundary line
- 2) guiding and accomplishing a coordinated, adjusted and harmonious development of the territory covered by the Plan consistent with the Comprehensive Plan of each participating municipality,
- 3) establishing provisions related to the extension of additional sewer and water utility service from Sussex to Lisbon and
- 4) increasing governmental efficiency and to eliminate duplicative or unnecessary expenditures; and,

WHEREAS, Sussex and Lisbon are of the opinion that intergovernmental cooperation and joint planning, as set forth in the following Plan, will provide for the best use of land and natural resources and high quality and efficient services for residents of both Sussex and Lisbon; and,

WHEREAS, Sussex and Lisbon, by adoption and submittal of this Plan, intend to secure their respective abilities to address future growth and development within their respective jurisdictions, and to provide for an orderly growth of lands located in both Sussex and Lisbon.

NOW, THEREFORE, in consideration of the mutual promises of the parties, the receipt and sufficiency of which is mutually acknowledged, Sussex and Lisbon hereby agree as follows:

SECTION 1: Participating Municipalities.

The common boundaries as of the effective date of this Plan are shown on the map appended hereto as Exhibit C. The current legal descriptions of each municipality are appended hereto as Exhibits D and E, respectively. Sussex and Lisbon hereby enter into this Plan for the territories set forth above under the authority of Sec. 66.0307, Wis. Stats.

SECTION 2: Contact Persons.

The following persons and their successors are authorized to speak for their respective municipalities regarding this Plan:

For Sussex: Village Administrator, Jeremy Smith
N64W23760 Main Street
Sussex, WI 53089
262-246-5200
jsmith@villagesussex.org

For Lisbon: Town Administrator, Kathy Nickolaus
W234 N8676 Woodside Road
Lisbon, WI 53089
262-246-6100
knickolaus@townoflisbonwi.com

SECTION 3: Purposes.

The Plan is intended to achieve the general purpose described in Sec. 66.0307(3)(b), Wis. Stats., which is to guide and accomplish a coordinated, adjusted, and harmonious development of the territory covered by the Plan consistent with each participating municipality's Comprehensive Plan. The parties have further identified the following specific purposes of this Plan:

- a. to establish the boundary line between Sussex and Lisbon, thereby providing continuity in planning for community. The commitment by both Sussex and Lisbon to establish the border between the municipalities creates an environment of cooperation and is consistent with effective and efficient planning and development of land located within each municipality. An agreed-to border will allow both Sussex and Lisbon to avoid future disputes, engage in land use planning, effectively negotiate with real estate developers and properly plan for infrastructure, capital expenditures, and the delivery of necessary municipal services.
- b. to assure orderly development by affixing the boundary line between Sussex and Lisbon, thereby
 - 1) creating more regular boundary lines,
 - 2) preventing a noncompact area as between Sussex and Lisbon,
 - 3) providing for more orderly provision of services and avoiding confusion in the delivery of services and
 - 4) circumventing a potential for hodgepodge development in either municipality.
- c. to continue and increase governmental efficiency through the continued sharing of existing services and the future sharing of services and capital equipment that are

currently provided separately by Sussex and Lisbon and to eliminate duplicative or unnecessary expenditures.

- d. to designate “Village Gateway” areas located in the Town in entrance areas to the Village and Village planning and development guidelines in those areas for continuity in planning and development.

SECTION 4: Consistency with Comprehensive Plans.

This Cooperative Plan is consistent with each participating municipality's Comprehensive Plan. In particular, the following excerpts from the respective Comprehensive Plans illustrate this point.

Economic Benefits from Area Growth

The Consumer Demand and Retail/Service Development paragraph on Page 36 of Chapter 4 Economic Development of the Village of Sussex’s Comprehensive Plan states, “As Sussex, Lisbon, and western Menomonee Falls continue to grow, retailers can draw customers with the critical mass necessary to stay in business”.

Shared Services

Page 74 of Chapter 8 Intergovernmental Cooperation of the Village of Sussex’s Comprehensive Plan includes the goal, “Continue to work cooperatively with neighboring communities to explore opportunities for additional shared services that will enhance the quality of municipal services in the most cost-effective manner”.

Page 9-3 of Chapter 9 Implementation and Intergovernmental Cooperation of the Town of Lisbon’s Comprehensive Plan includes the implementation recommendation, “Municipalities should be encouraged to work on a county-wide basis to plan for the future placement and current use of emergency service facilities to optimize emergency response times and to eliminate overlap of service areas”.

The Police paragraph on Page 75 of Chapter 8 Intergovernmental Cooperation of the Village of Sussex’s Comprehensive Plan states, “The village contracts with Waukesha County for Police Protection, houses the regional Public Safety Building for officers of the Village of Merton, Town of Lisbon, and Waukesha County Northeast Sector Officers and Detectives. The Village also

processes administrative police tickets for five communities out of the Sussex Public Safety Building”

The Fire paragraph on Page 75 of Chapter 8 Intergovernmental Cooperation of the Village of Sussex’s Comprehensive Plan states, “The Village contracts with the City of Waukesha for Technical Rescue operations and was a leader in the Waukesha Joint Dispatch. The Village is participating in the regional study of fire services and is interested in seeing more shared service opportunities in this service area”

Page 9-4 of Chapter 9 Implementation and Intergovernmental Cooperation of the Town of Lisbon’s Comprehensive Plan includes the implementation recommendation, “Since watershed boundaries rarely follow municipal boundaries, municipalities and Waukesha County should work to develop storm water system plans based on watershed areas”.

The Stormwater Management paragraph on Page 42 of Chapter 5 Utilities and Community Facilities of the Village of Sussex’s Comprehensive Plan states, “A stormwater management plan was completed in 1997 to address flooding, drainage, and quality of storm water discharge for the Villages of Sussex, Lannon, Menomonee Falls, and the Town of Lisbon. The plan was updated in 2011 and accounts for development through the 2020 Land Use Plan. Additional updates will be needed to the plan as growth progresses in the community”.

The Utilities paragraph on Page 75 of Chapter 8 Intergovernmental Cooperation of the Village of Sussex’s Comprehensive Plan states, “The Village runs a regional wastewater treatment plant serving Menomonee Falls, Lannon, Lisbon, and Sussex.” In addition, “The Village also provides water service to the School District and some Lisbon residents supporting a regional approach to service provisions.”

The Sanitary Sewer paragraph on Page 42 of Chapter 5 Utilities and Community Facilities of the Village of Sussex’s Comprehensive Plan states, “Exhibit 5-2 displays the Village’s sanitary sewer system. The system serves the Village of Sussex, the Village of Lannon, a portion of the Town of Lisbon, and a portion of the Village of Menomonee Falls. Exhibit 5-3 shows the service area map”. The interconnectedness of the communities (e.g., the establishment of the updated design standards for “gateway” areas of mutual interest to both communities), the acknowledgment of the economic benefits of growth in both communities, the sharing of services and the consideration of future shared services, and confirmation of the common boundary between the municipalities creates an environment of cooperation and shared decision making, and is consistent with effective and efficient planning, development and redevelopment of lands located within both municipalities.

SECTION 5: Proposed Boundary Changes.

Pursuant to Wis. Stats. §66.0307(2), the Parties wish to determine the boundary lines between themselves under this Cooperative Plan. Therefore, upon approval of this Plan by the department, the boundaries shall be adjusted to detach those lands depicted in Exhibit F from the Town and attach those lands to the Village, and detach those lands depicted in Exhibit G from the Village and attach those lands to the Town. Tax Parcel LSBT 0256995 shall not be detached from the Town and attached to the Village until title to that parcel is transferred to another party or December 31, 2031, whichever is earlier. The ultimate resulting common boundary line thereafter is depicted on Exhibit H. The resulting legal description of the Village is set forth in Exhibit I. The resulting legal description of the Town is set forth in Exhibit J.

SECTION 6: Conditions that Must be Met Before a Boundary Change May Occur.

There are no conditions precedent to the boundary changes effectuated by this Cooperative Boundary Plan. The boundary changes shall occur immediately upon approval of this Plan.

SECTION 7: Period During Which a Boundary Change Shall or May Occur.

Except as otherwise provided in Exhibit F, the Boundary Changes shall occur immediately upon approval of this Plan. The intent of the Parties is that the resultant boundaries shall remain in perpetuity notwithstanding the term hereof.

SECTION 8: The Location of Boundaries Meets the Approval Criteria under Sec. 66.0307(5) (c) 5 Wis. Stats.

As is evident from review of Exhibit H, the boundary changes made under this Plan creates a more compact and homogenous boundary between the municipalities. There are dozens of parcels currently within the Town that create jagged and uneven boundary lines or are islands within Sussex; these irregularities and islands are eliminated by this Plan. The shape of the boundary after the boundary change is not the result of arbitrariness and reflects due consideration for compactness of area and was the result of careful consideration of the quantity of land affected, the natural terrain including general topography, major watersheds, soil conditions and natural features.

SECTION 9: Highways Within the Territory Covered by the Plan.

The jurisdiction on highways currently is depicted on Exhibit C (all roads within the boundaries of Sussex or Lisbon are under their respective jurisdiction of each). The following jurisdictional transfer of roads will occur under this Cooperative Boundary Plan and are depicted on Exhibit K:

- A portion right of way adjacent to tax parcel LSBT0248983002 in Sussex transferred to Lisbon.
- Plainview Road both sides of Plainview road shall be in Lisbon. On the south side of Plainview where the parcel jurisdiction is Sussex, pedestrian walkways may be installed and maintained at no cost to Lisbon.
- Maple Avenue- both sides of Maple Avenue shall be in Sussex. Where parcel jurisdiction is Lisbon no pedestrian walkways may be installed. There will be no road assessment to the parcels in Lisbon without approval of the Town Board.
- The entirety of Northview Drive transferred to Lisbon.
- HWY K- Lisbon right of way except right of way from eastern property line of Tax Parcel SUXV0277997001 (Sussex IM), approximately 392 feet east of the centerline of Swan Road through the western property line of Brown Farm approximately 427 feet west of centerline of McKerrow Road transferred to Sussex.
- Richmond Road- Lisbon right of way, except from western property line of Tax Parcel LSBT0256996 (approximately 1,034 feet east of Hill Dr.) east to STH 164 transferred to Sussex.
- Maryhill Road-both sides of Maryhill Road shall be in Lisbon. On the east side of Maryhill where the parcel jurisdiction is Sussex, pedestrian walkways may be installed and maintained at no cost to Lisbon.
- STH 164- Sussex right of way from northern edge of Union Pacific right of way south to approximately 2,257 feet south of CTH K.
- Waukesha Avenue/CTH F- Sussex right of way from Main Street South to northern edge of Mitchell Lane the rest transferred to Lisbon.
- Main Street/CTH F- Centerline from western edge of Tax Parcel LSBT0241999 for approximately 1,380 feet transferred to Sussex.
- Good Hope Road- Sussex right of way from approximately 191 feet west of Stonefield Drive, east to approximately 913 feet east of Woodland Creek Drive the rest Lisbon.
- Silver Spring/ Road/CTH VV- Lisbon right of way from centerline of Maryhill Road east to western edge of Tax Parcel LSBT0225998004 (Approximately 2,635 feet) shall be Lisbon. Right of way east from said point to western edge of Tax Parcel LSBT0242993 and from centerline east from said point to eastern edge of Tax Parcel SUXV0242017 shall be Sussex. Right of way to western edge of Tax Parcel SUXV0244993001 shall be Lisbon. Right of way to eastern edge of Tax Parcel SUXV0244993001 and centerline east to centerline of CTH V shall be Sussex.
- Union Pacific Railroad- Right of Way from CTH V to eastern edge of Sussex, approximately 1,392 feet west of centerline of CTH V shall be Lisbon. Right of Way from said point west to western edge of Tax Parcel LSBT0225998004 shall be Sussex. All additional right of way from said point west shall be Lisbon.

- Canadian National Railroad- Centerline of Plainview Road south to southern edge of Tax Parcel SUXV0248979 shall be Sussex. From said point south shall be Lisbon.

Notwithstanding jurisdictional transfers and boundary changes, the Village shall be permitted to maintain, update or replace the “Welcome to Sussex” sign in its current location at CTH F and CTH K.

SECTION 10: Services to be Provided to the Territory Covered by the Plan.

Currently Sussex provides sanitary sewer and water utility services pursuant to the “Agreement for the Conveyance of Wastewater” and the “Agreement for the Provision of Water Service” attached hereto as Exhibits L and M respectively and incorporated into this Cooperative Boundary Plan by reference. Sussex shall allow sewer utility extension to those additional areas of Lisbon under the terms of the current agreement to the additional areas of Lisbon depicted in Exhibit N, upon request. Sussex shall allow water utility extension to those additional areas of Lisbon under the terms of the current agreement to the additional areas of Lisbon depicted in Exhibit O, upon request.

SECTION 11: Schedule for Delivery of the Services – Compliance with Statutory Requirements.

The schedule for delivery sanitary sewer and water utility services shall be governed by the terms of the “Agreement for the Conveyance of Wastewater” and the “Agreement for the Provision of Water Service.” The delivery of necessary municipal services meets the approval criteria under Sec. 66.0307(5)(c)3, Wis. Stats. in that all of the terms and conditions related to these services are provided for in the “Agreement for the Conveyance of Wastewater” and the “Agreement for the Provision of Water Service.”

Currently, Lisbon delivers to its residents and property owners the following core municipal services:

Fire/EMS rescue service, Advanced Life Support, Fire Inspection
Police protection through the Waukesha Sheriff

Health and Sanitation: Weekly residential garbage and recycling services, annual tire and electronics recycling drop-off events

Public Works: Snow plowing and salting, road maintenance and repair, storm water, well water monitoring, brush collection, and hosting/maintenance of a regional compost site.

Parks, Recreation, and Forestry: 5 community parks, several neighborhood playgrounds, 5 community sports fields, miles of trails, community ice rink, community park rentals

Development Services: Comprehensive land use planning, community and development planning, engineering, erosion control and administration, building permits and inspection, conditional use permits, and code and zoning enforcement

Special events: Summer Community Festival, Winterfest, Easter Egg-stravaganza, Sussex-Lisbon National Night Out, 9/11 Memorial including community memorial program

Clerk Services: Licensing, elections, Tax Collection, Open Records, Record retention program, Federal/State paperwork compliance

Community Information and IT Services: Community information, online and broadcast Board and Committee meetings, Social Media, public wifi in Town buildings, newsletters, community notification system, website and online forms, electronic payment services

Constituent services: Sussex-Lisbon Historical Society & Museum, rental space used for small and large private events at the Lisbon Community Room

It is anticipated that Lisbon will continue to provide all these services to its residents and property owners at the same level and on the same schedule as it currently does. All approvals by any relevant governmental authority have been previously received (including parcel LSBT026995 until the parcel is transferred to Sussex).

Currently, Sussex delivers to its residents and property owners the following municipal services:

Fire/Paramedic services with Technical Rescue, Fire Inspection, and Prevention program

Police Protection through Waukesha Sheriff Contract

Parks, Recreation, Forestry, and Cemetery services including 2 Regional Parks, 12 neighborhood parks, miles of trails and paths, a Splash Pad, 18-hole disc golf course, and Summer Day Camp program

Special Events- The Village hosts over 25 annual special events, The regional 4th of July Fireworks show, Community Block Party, Cruise Night, Spooky Sussex, Traveling Beer Gardens, Touch-a-Truck, Egg Drop, Holiday Tree Lighting and other events drawing tens of thousands of participants per year.

Senior Services, Trips, and programs

Public Works Services- Plowing, Road and Sidewalk Maintenance, Leaf and Brush Collection, Yard Waste Site Operation

Health and Sanitation- Weekly Residential Recycling and Garbage services, Waste Oil, Tire, and special electronic recycling programs, animal control services

Utilities- Water, Sewer, and Stormwater utility operations and services. Sussex operates the regional Wastewater Treatment Plant serving Sussex, Menomonee Falls, Lannon, Lisbon Sanitary District, and Lisbon.

Development Services- Community Development Authority, Economic Development,

Planning, Building Inspection, Engineering, Code Enforcement.
Clerks Services- Licensing, Elections, Tax Collection, Open Records, Record Retention program, and Federal/State paperwork compliance
Community Information and IT Services- Community information, online and broadcast Board and Committee meetings, Social Media, public wifi in Village buildings, electronic message boards, newsletters, interactive public surveys and communication, website and online forms and registration programs, electronic payment services
Legal and Municipal Court Services
Library
Public Transportation partnerships with County for specialized and elderly transit.
Social Services and Special Partnerships- The Sussex Civic Campus houses Sussex Outreach Services (a non-profit), which provides social services, food pantry, counseling, and other services to those in need, The Chamber of Commerce, the Sussex Lisbon Historical Society Museum, the Waukesha County Senior Meal program, and the Village provides rental space used for small and large private events at the Civic Campus

The Village intends to continue these services and this agreement will strengthen the ability of Sussex to do so.

SECTION 12: Designation of Participating Municipalities Required to Ratify the Boundary Changes Ordinance.

The Village of Sussex and Town of Lisbon are the participating municipalities and shall effectuate the boundary changes and ratify this Cooperative Boundary Plan by Ordinance.

SECTION 13: The Cooperative Boundary Plan is Consistent with Current State and Federal Laws, the County Shoreland Zoning Ordinances, Municipal Regulations and Administrative Rules that Apply to the Territory Affected by the Plan.

This Cooperative Plan is fully consistent with current state and federal laws, county shoreland zoning ordinances, municipal regulations and administrative rules that apply to the territory affected by the Plan. There will be no changes to the current application of these laws and regulations other than application to the territory transferred from Lisbon to Sussex – these parcels shall be under Sussex Zoning and Land Division regulation, and the territory transferred from Sussex to Lisbon – these parcels shall be under Lisbon and County Zoning and Land Division regulation, all fully consistent with applicable law.

SECTION 14: Planning Period.

Lisbon and Sussex have for years have had conflict and serious disagreement over the issues being resolved through this Cooperative Boundary Plan, leading to serial and costly litigation and administrative proceedings. The Parties have worked over the past year to resolve these issues and desire that the planning period be in perpetuity. The Department, under Sec. 66.0307(5)(f) Wis. Stats may approve a planning period greater than 10 years; Lisbon and Sussex respectfully request that the Department do so in approving this Cooperative Boundary Plan

SECTION 15: Zoning and Land Use Planning.

Land Division Authority. Except as otherwise provided herein, Sussex, under this Cooperative Boundary Plan, shall waive extraterritorial plat approval rights otherwise afforded pursuant to the provisions of Sec. 236.10, Wis. Stats. This waiver extends to land divisions for which either plats or Certified Survey Maps are required pursuant to the provisions of Chapter 236, Wis. Stats., or any Ordinance enacted under the authority granted by Chapter 236, Wis. Stats.

Zoning Authority. Except as otherwise provided herein, Sussex, under this Cooperative Boundary Plan, shall waive the right to exercise extraterritorial zoning authority granted the Village pursuant to Sec. 62.23(7a), Wis. Stats. as such authority would extend to lands located within the permanent and fixed boundaries of Lisbon as described in this Plan. The Village also waives the right to extend the Village of Sussex Comprehensive Plan to those areas within the permanent fixed boundaries of Lisbon which authority is granted pursuant to the provisions of Sec. 66.23(2) or (3), Wis. Stats., as well as Sec. 59.69(1), Wis. Stats.

Village Gateways. There are four (4) “Village Gateway” areas that are, and will continue, to be located within Lisbon. The Village Gateway areas are depicted on Exhibit P. The Parties agree that the design standards set forth in Exhibit Q of this Agreement (the “Design Standards”) shall, at all times, apply to all development and redevelopment within the Village Gateway areas for a period of twenty (20) years commencing upon the effective date of this Plan. Upon receipt of any development or redevelopment proposal within the Village Gateway area, the proposal shall first be submitted to the Lisbon Plan Commission for review and comment, and a determination as to whether the proposal complies with the Design Standards. The Plan Commission’s determination, which shall be reduced to writing, shall be provided to Sussex for review and comment. Sussex shall review the determination for the purpose of determining whether the proposal complies with the Design Standards, and within thirty (30) days of the receipt of the

determination, notify the Lisbon Plan Commission of any reason or reasons that Sussex concludes the proposal does not meet some or all of the Design Standards. Sussex's failure to respond, in writing, within thirty (30) days of the receipt of the determination shall constitute a waiver of Sussex's rights hereunder.

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

Pedestrian Path. Upon development of Tax Parcel LSBT0230999005, Lisbon shall require the extension of the current Village pedestrian path on Good Hope from Sussex sidewalk located adjacent to Tax Parcel SUXV0203001 through LSBT0230999005 development and down Wildwood Way to connect to Hillside Road for the benefit of both Parties.

STH 164 Access. Upon development of Tax Parcel LSBT0279991001 in the Village, Lisbon shall grant Sussex access rights from the point on STH 164 to the point generally depicted on the map attached hereto as Exhibit R. P.

SECTION 16: Lisbon Incorporation.

Sussex shall support the incorporation of Lisbon as an incorporated municipality which shall include the permanent and fixed boundaries of the Town as depicted on Exhibit H. Such support shall include, but not be limited to, communications by Sussex to the Department of Administration that Sussex supports any incorporation proceeding which incorporates the permanent and fixed boundaries of Lisbon as described herein.

SECTION 17: Dispute Resolution.

In the event a dispute arises that cannot be resolved by the personnel directly involved, the parties will conduct the following mediation process:

- Each party will designate a representative with appropriate authority to be its representative in the mediation of the dispute.
- Either representative may request the assistance of a qualified mediator. If the parties cannot agree on the qualified mediator within 5 days of the request for a mediator, a qualified mediator will be appointed by the Chairperson of the Alternative Dispute Resolution Committee of the State Bar of Wisconsin, or if the Chairperson fails to appoint a mediator, by the American Arbitration Association.
- The mediation session shall take place within 45 days of the appointment of the respective representatives designated by the parties, or the designation of a mediator, whichever occurs last.
- If a mediator is used, each party shall provide the mediator with a brief memorandum setting forth its position with regard to the issues that need to be resolved at least days prior to the first scheduled mediation session. The parties will also produce all information reasonably required for the mediator to understand the issues presented. The mediator may require either party to supplement such information.
- The mediator shall not have authority to impose a settlement upon the parties, but will attempt to help the parties reach a satisfactory resolution of their dispute. All mediation sessions are private. The parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the mediator. The parties shall not rely on or introduce as evidence from any mediation session in any judicial, or other proceeding, views expressed or suggestions made by the other party with respect to a possible settlement of the dispute, or admissions made by the other party in the course of the mediation proceedings.
- The expense of a mediator, if any, shall be borne equally by the parties.

SECTION 18: Division of Assets and Liabilities.

Sussex and Lisbon agree that no adjustment relating to division of assets and liabilities are required.

SECTION 19: General Provisions.

No Waiver. The failure of either party to require strict performance with any provision of this Plan will not constitute a waiver of the provision or any of the rights under this Plan. Rights and obligations under this Plan may only be waived or modified in writing. Waiver of one right,

or release of one obligation, will not constitute a waiver or release of any other right or obligation of any party.

Performance Standard. This Plan requires the parties to act or to refrain from acting on a number of matters. The parties hereby acknowledge that this Plan imposes on them a duty of good faith and fair dealing. In addition, whenever consent or approval is required by a party, the consent or approval shall not be unreasonably withheld, conditioned, or delayed.

Construction. This Plan shall be literally construed to accomplish the purpose as set forth in this Plan. This Plan is the product of numerous individuals representing the various interests. Therefore, ambiguities shall not be construed against the drafter of this document. This Plan should be construed to give a reasonable meaning to each of its provisions and a construction that would render any of its provisions meaningless, inexplicable, or mere surplusage is to be avoided.

Enforceability. The enforceability of this Plan will not be affected by statutory amendments, changes in the form of government of Lisbon or Sussex, or changes in elected officials. The parties agree that this Plan is binding on their respective successors, agents, and employees.

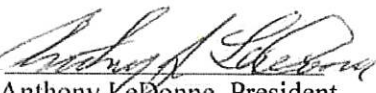
Non-Severability. It is agreed that the terms and provisions of this Agreement are interdependent, and if any material part of this Agreement is held by a court of competent jurisdiction to be invalid or ineffective, the parties shall have 90 days in which to negotiate in good faith through remedy the unlawful or unenforceable provision(s). If no agreement can be reached, then the entire Agreement shall be null and void.

SIGNATURES ON NEXT PAGE


IN WITNESS WHEREOF, the parties will have caused the execution of this Cooperative Boundary Plan by their duly authorized officers as of the date set forth below:

DATED THIS 25th DAY OF January, 2022

VILLAGE OF SUSSEX

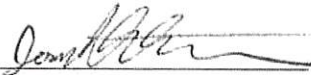
By: 
Anthony LeDonne, President

Attest

By: 
Sam Liebert, Clerk

DATED THIS 24th DAY OF January, 2022

TOWN OF LISBON

By: 
Joseph Osterman, Chairman

Attest

By: 
Elisa M. Cappozzo, Clerk

EXHIBIT LIST

| | |
|-----------|--|
| Exhibit A | The 2001 IGA |
| Exhibit B | The 2020 IGA |
| Exhibit C | Map of Current Common Boundaries Plan |
| Exhibit D | Authorizing Resolution 13-20 Town of Lisbon |
| Exhibit E | Authorizing Resolution 19-10 Village of Sussex |
| Exhibit F | Lands to be Detached from Town and Attached to Village |
| Exhibit G | Lands to be Detached from Village and Attached to Town |
| Exhibit H | Map of Common Boundaries Post Plan |
| Exhibit I | Legal Description of Village Post Plan |
| Exhibit J | Legal Description of Town Post Plan |
| Exhibit K | Map of Jurisdictional Transfer of Roads |
| Exhibit L | Agreement for the Conveyance of Wastewater |
| Exhibit M | Agreement for the Provision of Water Service |
| Exhibit N | Additional Lisbon Parcels - Sewer Utility Extension |
| Exhibit O | Additional Lisbon Parcels - Water Utility Extension |
| Exhibit P | Village Gateway Areas |
| Exhibit Q | Village Gateway Design Standards |
| Exhibit R | Depiction of STH 164 Access |
| Exhibit S | Public Hearing Notice |
| Exhibit T | Public Hearing Transcript |
| Exhibit U | Written Comments & Public Hearing Comment Cards |
| Exhibit V | Approving Resolution 2022-01 Town of Lisbon |
| Exhibit W | Approving Resolution 22-5 Village of Sussex |

EXHIBIT A THE 2001 IGA

**BOUNDARY STIPULATION AND
INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE VILLAGE OF SUSSEX
AND THE TOWN OF LISBON**

This is a stipulation and intergovernmental agreement (together, "Agreement") made as of the 22ND day of JANUARY, 2001, by and between the Village of Sussex, a municipal corporation, located in Waukesha County, Wisconsin ("Village") and the Town of Lisbon, a Wisconsin town, located in Waukesha County, Wisconsin ("Town").

RECITALS

WHEREAS, Section 66.30 of the Wisconsin Statutes authorizes towns and villages as "municipalities" to contract for the joint exercise of any power or duty required or authorized by statute; and

WHEREAS, Section 66.027 of the Wisconsin Statutes authorizes parties to a legal action contesting the validity of an annexation to stipulate and settle such litigation and to determine the common boundary lines between the municipalities; and

WHEREAS, the Village and the Town are parties to a lawsuit contesting the validity of a Village annexation ordinance involving lands formerly located in the Town, as described in Exhibit A (the "Annexation Territory") encaptioned *Town of Lisbon vs. Village of Sussex*, Case No. 99 CV 2407 (the "Lawsuit"), and are therefore authorized by statute to exercise the powers implicit herein; and

WHEREAS, the Village and the Town believe that intergovernmental cooperation and joint planning provide for the best use of land and natural resources, and high quality and efficient services; and

WHEREAS, it is in the best interest of the Village and the Town to resolve annexation,

boundary, land use and municipal service issues in order to avoid costly litigation, and to provide effective and efficient joint planning to manage their future growth in the area; and

WHEREAS, altering and fixing the boundaries between the Village and the Town to include the Annexation Territory and other lands currently within the Town and within the Village will resolve the Lawsuit and facilitate joint planning and intergovernmental cooperation between the Village and the Town; and

WHEREAS, the Village and the Town wish to secure their respective abilities to respond to annexation requests and to address growth in their jurisdictions, and neither wishes to contest the other or be contested in their efforts at orderly growth;

NOW, THEREFORE, in consideration of the mutual promises of the parties, the receipt and sufficiency of which is mutually acknowledged, it is stipulated and agreed as follows:

ARTICLE I BOUNDARY CHANGES

- A. **Boundary Adjustments**. The boundaries of the Village and the Town shall be adjusted and fixed, in perpetuity, in accordance with the provisions of the map set forth in Exhibit B and as legally described in Exhibit C, both of which are incorporated by reference. Approval of this Agreement by the governing boards of the Village and the Town shall constitute approvals of these boundary adjustments by the governing boundaries within the meaning of sec. 66.027, Stats.
- B. **Section 66.027 Requirements**. The governing boards of each party shall, concurrently with the execution of this Agreement, execute a stipulation certifying these boundaries for purposes of complying with sec. 66.027, Stats. The provisions of this Agreement, which fix the Village and Town boundaries, shall be published in The Sussex Sun. Pursuant to sec. 66.027, Stats., if no referendum regarding boundary changes is properly requested within 30 days of the date the stipulation is published, or if the boundary changes described in this Agreement are approved by a referendum election and the provided time for asserting a

judicial challenge to the sufficiency of the boundary change has expired without challenge being filed, the parties will jointly petition the Waukesha County Circuit Court to fix the boundaries between the Village and the Town by a final judgment of the Court having jurisdiction of the Lawsuit, consistent with Exhibits B and C. The respective governing boards and their officers and employees shall take all further action necessary and appropriate to accomplish the intended purposes of the boundary changes described in this Article.

ARTICLE II VILLAGE GROWTH AREA

- A. **Village Growth Area.** The parties hereby designate certain territory within the Town, as shown on Exhibit D, which is incorporated by reference, as the Village Growth Area ("VGA"). It is the intent of the parties that the VGA shall ultimately be attached to and served by the Village of Sussex, consistent with the Village's 2020 plan. The actions, powers, rights, obligations and privileges of the Village and the Town are delegated, modified or limited by the parties within the VGA, as described in this Agreement.
- B. **Authorized Detachments.** Any lands for which the Village receives a petition for detachment which are located within the VGA may be attached to the Village without contest by the Town. The Town acknowledges that the Village has a reasonable present or demonstrable future need for the property within the VGA. The Town agrees that it will not directly or indirectly oppose any such detachment nor will it financially support any person opposing such detachment.
- C. **Detachment within the VGA.** Any lands for which the Village receives a petition for detachment located within the VGA may be detached from the Town and attached to the Village without contest by the Town. The individual parcels within the VGA may be detached from the Town and attached to the Village on an individual, separate basis or an aggregate basis pursuant to the procedures set forth below.
1. Procedure for Detachment. The procedure for detachment of any lands within the VGA shall be as follows:

- a. The parcel owner desirous of attaching to the Village, developing or dividing an individual parcel(s), or receiving Village services as set forth in below, shall file a Petition for Detachment with the Town and Village Clerks prior to being permitted to attach, develop, divide or receive Village services.
 - b. The Village, within forty-five (45) days of receipt of a Petition for Detachment, may adopt an ordinance attaching the subject property(ies).
 - c. The Town, within forty-five days after receipt of the Village ordinance of attachment, shall adopt an ordinance detaching the subject property from the Town.
2. Conditions of Detachment. The Town shall not permit development or division of individual parcel(s) within the VGA. The Town agrees to detach each individual parcel and the Village may attach each individual parcel upon the earliest of the following events:
- a. Request on the part of the owner(s) of each individual parcel to be attached to the Village.
 - b. Any land division of any individual parcel, whether by, without limitation, Certified Survey Map, Subdivision Plat, metes and bounds legal description.
 - c. Request of any individual parcel owner for extension of any Village services.
 - d. Development of any parcel(s). For purposes of this agreement, "development" shall mean, without limitation, any request for zoning amendment, conditional or special use permit (exclusive of permit renewals), use variance, site plan, plan of

operation or design approval or any change of use of any portion of a property, but not a request for construction of a "garden shed" under the Lisbon Town Code.

- D. **Prohibited Annexations.** Except as otherwise set forth in this Agreement, no territory outside of the VGA shall be annexed to the Village. The Village agrees that it will not directly or indirectly support any such prohibited annexation outside the VGA, without prior written approval of the town board.

ARTICLE III JOINT PLANNING

- A. **Joint Planning Area.** The parties have identified certain undeveloped areas which, when developed, will have impact upon both the Town and Village. These areas, referenced herein as the Joint Planning Area (JPA), are identified in Exhibit E attached hereto. The parties agree to cooperate on matters relating to land use planning for the territory located within the JPA and approve all uses of land within the JPA in the following manner:

1. **Joint Planning Committee**

The Joint Planning Committee (as defined below) ("JPC") shall receive, consider and comment upon all applications for rezoning, conditional uses, PUDs and plats that arise within the JPA.

2. The JPC shall be comprised of three members from the Town of Lisbon, and three members from the Village of Sussex ("Member" or "Members").

3. The Members who comprise the JPC shall be appointed by and serve at the discretion of the Village President or Town Chairman for their respective municipalities. The Village President or Town Chair shall be one of the Members representing their municipality. One of the Members from each municipality shall be a Member of the Plan Commission of that municipality. The third Member from each municipality shall be from the

governing body of that municipality.

4. The Town Chairman or Village President of the JPC shall call meetings of the JPC by providing two weeks prior written notice thereof and shall jointly preside at all meetings.
5. The JPC shall serve as an informal, advisory body and its determinations and recommendations will not be binding upon any municipality.
6. In order to make a recommendation, a majority of the Members from each municipality who are present at the meeting must join in the recommendation.
7. Following each meeting, the JPC shall provide the Clerk and plan commission of each municipality with a copy of the Minutes of the meeting. The Minutes shall include a list of the Members who were present at the meeting, and that list shall identify the municipalities that those Members represent. The Minutes shall also include a description of actions taken, along with identifying which Members voted in favor of, and which opposed, proposed recommendations.
8. The parties acknowledge that it may be necessary to obtain the cooperation and approval of other governmental agencies including, but not limited to, Southeastern Wisconsin Regional Planning Commission, Waukesha County Park and Land Use, Wisconsin Department of Natural Resources and the Wisconsin Department of Transportation. In all matters necessary to implement this Agreement, the parties shall cooperate in seeking the approval of all relevant governmental agencies. To the extent practicable, the parties may, where necessary to obtain such required approvals, submit a single, joint request.
9. The JPC shall prepare a formal Land Use Plan for the JPA for consideration and approval by the Town (for the territory located within the Town, only) and Village Boards on or before December 31, 2004. The plan as to the territory within the Town shall be as restrictive as The Adopted Waukesha County Land Use Plan. The Town shall also prepare a formal Land Use Plan for the territory of the town situated outside of the JPA for approval on or before December 31, 2004. This plan shall likewise be as restrictive as

The Adopted Waukesha County Land Use Plan.

10. The land use plan for the areas to remain in the Town and receive Sussex utility service shall be in substantial conformity with the uses depicted on Exhibit H., attached hereto and incorporated herein by reference.
11. Any dispute involving the provisions of this section shall be resolved in accordance with Article VI herein.

**ARTICLE IV
SHARED SERVICES COMMITTEE**

A. Shared Services Committee

The Shared Services Committee (SSC) (as defined below) shall consider the feasibility of combining services including, but not limited to, fire, emergency medical personnel, and police protection; public works, creation of parks and other community services, for the betterment of both communities.

1. The SSC shall be comprised of three members from the Town of Lisbon, and three members from the Village of Sussex ("Member" or "Members").
2. The Members who comprise the SSC shall be appointed by the Village President or Town Chairman for their respective delegates. The Village President or Town Chair shall be one of the Members representing their municipality. One of the Members from each municipality shall be a Member of the Plan Commission of that municipality. The third Member from each municipality shall be from the governing body of that municipality.
3. The Town Chairman or Village President of the SSC shall call meetings of the SSC by providing two weeks prior notice thereof and shall jointly preside at all meetings.

4. The SSC shall serve as an informal, advisory body and its determinations and recommendations will not be binding upon any municipality.
5. In order to make a recommendation, a majority of the Members from each municipality who are present at the meeting must join in the recommendation.
6. Following each meeting, the SSC shall provide the Clerk of each municipality with a copy of the Minutes of the meeting. The Minutes shall include a list of the Members who were present at the meeting and that list shall identify the municipalities that those Members represent. The Minutes shall also include a description of actions taken, along with identifying which Members voted in favor of, and which opposed, proposed recommendations.
7. The parties acknowledge that it may be necessary to obtain the cooperation and approval of other governmental agencies including, but not limited to, Southeastern Wisconsin Regional Planning Commission, Waukesha County Park and Land Use, Wisconsin Department of Natural Resources and the Wisconsin Department of Transportation. In all matters necessary to implement this Agreement, the parties shall cooperate in seeking the approval of all relevant governmental agencies. To the extent practicable, the parties may, where necessary to obtain such required approvals, submit a single, joint request.
8. The SSC shall, at a minimum, develop a plan for consideration by the Village and Town Boards, on or before January 1, 2002, for the purpose of coordinating police and fire services to parcels, that, due to border irregularities, could result in service delivery confusion, to determine which jurisdiction would better deliver police, fire public works and other public services. The SSC shall further, at a minimum, on or before January 1, 2003, prepare a recommendation for consideration by the Village and Town Boards, as to what municipal services could be more efficiently and economically delivered jointly. In conducting the study necessary to prepare the recommendation, the parties recognize and acknowledge that certain costs may be expended. Accordingly, the SSC shall prepare a proposed budget regarding the study

for consideration and approval by the Village and Town boards for the 2002 fiscal year before any costs are incurred.

ARTICLE V MUNICIPAL SERVICES

A. Provision of Sewer Service.

The Village agrees to extend sewer services to those areas located within the Town depicted on Exhibit F, on an extraterritorial basis. Service shall be provided pursuant to the Agreement for the treatment of waste water between Town and the Village in the form attached hereto and incorporated herein by reference as Exhibit G and as shown on Exhibit F. The Village shall own the sewer service facility including mains, lift stations if any, and all appurtenances thereto. Laterals (the sewer line running from the road right-of-way or easement line to the structure being served) will be owned by the property owners. The Town and Village shall, simultaneous with the entry of the Judgment of the Court, execute the Agreement for the treatment of wastewater. The Town acknowledges that the Village has implemented a "slow-growth" policy that shall impact the timing of extension of service to areas within the Town. The Village is planning to construct, operate and maintain an expansion to the Village's existing wastewater treatment facility. The Town, in entering this agreement, is acting in reliance upon the Village's planned expansion. The sewer service agreement shall specify dates when it is anticipated that services will be extended to areas within the Town. The Town also acknowledges the restrictions on use as set forth in the sewer service agreement. The Town may deliver the sewer service to Town property owners through a Sanitary Sewer District or Districts, a Utility District or Districts or as otherwise permitted by law.

ARTICLE VI DISPUTE RESOLUTION

A. Scope. All disputes over the interpretation or application of this Agreement shall be resolved according to the dispute resolution procedures contained in this Article.

B. **Mediation.** If the dispute cannot be resolved by the personnel directly involved, the parties will conduct the following mediation process before invoking formal arbitration:

1. Each party will designate a representative with appropriate authority to be its representative in the mediation of the dispute.
 - a. Either representative may request the assistance of a qualified mediator. If the parties cannot agree on the qualified mediator within five days of the request for a mediator, a qualified mediator will be appointed by the Chairperson of the Alternative Dispute Resolution Committee of the State Bar of Wisconsin, or if the Chairperson fails to appoint a mediator, by the American Arbitration Association.
 - b. The mediation session shall take place within 45 days of the appointment of the respective representatives designated by the parties, or the designation of a mediator, whichever occurs last.
 - c. In the event that a mediator is used, each party shall provide the mediator with a brief memorandum setting forth its position with regard to the issues that need to be resolved at least 20 days prior to the first scheduled mediation session. The parties will also produce all information reasonably required for the mediator to understand the issues presented. The mediator may require either party to supplement such information.
 - d. The mediator does not have authority to impose a settlement upon the parties, but will attempt to help the parties reach a satisfactory resolution of their dispute. The mediation sessions are private. The parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the mediator. The parties shall maintain the confidentiality of the mediation and shall not rely on, or introduce as evidence in any arbitrable, judicial, or other proceeding, views expressed or suggestions made by the other party with respect to a possible settlement of the dispute, or admissions made by the other

party in the course of the mediation proceedings.

e. The expenses of a mediator, if any, shall be borne equally by the parties.

C. **Arbitration.** If unresolved after Section 5.2 above, the parties will submit the dispute to binding arbitration by an arbitrator of recognized qualifications. If the parties cannot agree on an arbitrator they will request an arbitrator from the American Arbitration Association. The parties may agree to an alternative method for the selection of the single arbitrator.

1. The Village and the Town will equally divide the fees of the arbitrator, as well as the costs of court reporters, if any. The parties are responsible for the fees of their own attorneys and expert witnesses subject to any award of costs or fees by the arbitrator.
2. The arbitrator shall not be bound by rules of evidence or the substantive, internal laws of Wisconsin. The award is final and binding, and shall be enforceable at law. The arbitration provisions of Chapter 788 of the Wisconsin Statutes shall apply to the arbitration proceedings, unless the parties otherwise agree.
3. The parties agree that arbitration proceedings must be instituted within one year after the claimed breach was discovered or in the exercise reasonable diligence could have been discovered and that the failure to institute arbitration proceedings within such period shall constitute an absolute bar to the institution of any proceedings and a waiver of all claims.

ARTICLE VII DIVISION OF ASSETS AND LIABILITIES.

The parties agree, for purposes of compliance with Sections 60.79 and 66.03, Wis. Stats., that the division of assets and liabilities regarding the land transfer pursuant to this Agreement results in no assignment of additional assets or liabilities to either party in excess of those assets and liabilities associated with the territory being transferred under this Agreement. Therefore, neither the Town nor the Village shall be responsible to transfer any additional assets nor incur any additional liabilities other than those specifically set forth in this Agreement.

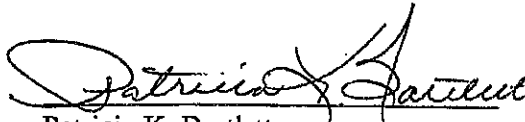
ARTICLE VIII
GENERAL PROVISIONS

- A. **Other Agreements**. Except as specifically provided herein or in Exhibit G, this Agreement does not supersede other contracts, agreements or memoranda of understanding between the parties. All other intergovernmental agreements shall remain in full force and effect.
- B. **No Waiver**. The failure of either party to require strict performance with any provision of this Agreement will not constitute a waiver of the provision or of any of the rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other right or obligation of any party.
- C. **Performance Standard**. This Agreement requires the parties to act or to refrain from acting on a number of matters. The parties hereby acknowledge that this Agreement imposes on them a duty of good faith and fair dealing. In addition, whenever consent or approval is required by a party, the consent or approval shall not be unreasonably withheld.
- D. **Construction**. This Agreement shall be liberally construed to accomplish its intended purposes. The parties acknowledge that the language contained in this Agreement is the product of numerous individuals representing the various interests. Therefore, ambiguities shall not be construed against the drafter of this document. This Agreement should be construed to give a reasonable meaning to each of its provisions, and a construction that would render any of its provisions meaningless, inexplicable, or mere surplusage is to be avoided.
- E. **Enforceability**. The enforceability of this Agreement will not be affected by statutory amendments, changes in the forms of village or town government, or changes in elected officials. The parties agree that this Agreement is binding on their respective successors, agents and employees.

- F. **Smart Growth Law.** The parties acknowledge that this Agreement has been executed after the Wisconsin Legislature's enactment of sec. 66.0295, Stats., which pertains to comprehensive land use planning. The preceding is generally referred to as "Smart Growth Law." The parties acknowledge that they have entered into this Agreement in contemplation of the standards and requirements of the Smart Growth Law. This Agreement is intended to be an intergovernmental cooperation agreement under the Smart Growth Law and, therefore, may be amended, if necessary, to comply with the requirements of the Smart Growth Law.
- G. **Incorporation.** So long as the Town abides by the terms of this Agreement including, but not limited to, completion of the Joint Planning and Joint Service requirements under this Agreement, Village shall not object to the incorporation of the Town of Lisbon.
- H. **Severable Provisions.** All of the Agreement's terms are intertwined and interconnected and shall not be severed. It is agreed that the terms and provisions are interdependent. If any material part of this Agreement is held by a Court of competent jurisdiction to be invalid or ineffective, or if a Court fails for any reason to incorporate into a final judgment the boundary changes identified in Article I of this Agreement, or of subsequently acted federal or state laws, rules or regulations render any of the material terms of this Agreement unlawful, the parties shall have 90 days in which to negotiate in good faith to remedy the unlawful or unenforceable provisions. If no agreement can be reached, then the entire Agreement shall be null and void.

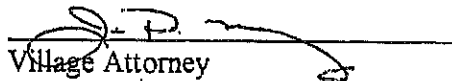
IN WITNESS WHEREOF, the parties have caused the execution of this Agreement by their duly authorized officers as of the date first written above.

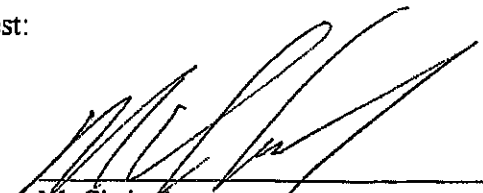
VILLAGE OF SUSSEX

By: 
Patricia K. Bartlett
Village President

Approved as to form:

Attest:


Village Attorney


M. Chris Swartz
Village Clerk/Administrator


Michael M. Knapp, Village Trustee


Ralph P. Benka, Village Trustee


Fred Gallant, Village Trustee


Hank Carlson, Village Trustee

Allen Olmstead
Allen Olmstead, Village Trustee

Vicki Braden
Vicki Braden, Village Trustee

State of Wisconsin)
)ss.
County of Waukesha)

Personally came before me this 9th day of JANUARY, 2001, the above-named Patricia K. Bartlett, President of the Village of Sussex, M. Chris Swartz, Village Administrator, and Village Trustees Michael M. Knapp, Ralph P. Benka, Fred Gallant, Hank Carlson, Allen Olmstead, and Vicki Braden, to me known to be the persons and officers who have executed the foregoing instrument and acknowledged the same on behalf of the Village.

Shawn A. Schmitz
Notary Public, State of Wisconsin
My Commission 01-26-03

TOWN OF LISBON

By: Gerald J. Schmitz
Gerald J. Schmitz
Town Chairperson

Approved as to form:

Attest:

Kathryn Sieg Burtch
Town Attorney

Jeffrey Musche
Jeffrey Musche
Town Clerk

Peter C. Chycinski
Peter C. Chycinski, Town Supervisor

Ronald Evert
Ronald Evert, Town Supervisor

David Gettelman
David Gettelman, Town Supervisor

Daniel F. Meissner
Daniel Meissner, Town Supervisor

State of Wisconsin)
)ss.
County of Waukesha)

Personally came before me this 22nd day of January, 2001, the above-named Gerald J. Schmitz, Chairperson of the Town of Lisbon, Jeffrey Musche, Clerk of the Town of Lisbon, and Town Supervisors Peter C. Chycinski, Ronald Evert, David Gettelman and Daniel Meissner, to me known to be the persons and officers who have executed the foregoing instrument and acknowledged the same on behalf of the Town.

Kelly C. Stuebelz
Notary Public, State of Wisconsin
My Commission 9/12/2004

LIST OF EXHIBITS

EXHIBIT A

Lands formerly located in the Town, as described in Exhibit A (the "Annexation Territory")

EXHIBIT B

The boundaries of the Village and the Town shall be adjusted and fixed in accordance with the provisions of the map set forth in Exhibit B.

EXHIBIT C

The boundaries of the Village and the Town shall be adjusted and fixed in accordance with the provisions as legally described in Exhibit C.

EXHIBIT D

Certain territory within the Town, as shown on Exhibit D, which is incorporated by reference, as the Village Growth Area ("VGA").

EXHIBIT E

Joint Planning Area map.

EXHIBIT F

Map depicting extra-territorial sewer service area within the Town.

EXHIBIT G

The Village shall provide sewer service pursuant to this sewer service agreement

EXHIBIT H

Projected land uses for Added Services Area (ASA) in Town of Lisbon receiving Village sewer service

EXHIBIT I

Capacities provided in Intermunicipal Agreement between the Town of Lisbon and the Village of Sussex for Year 2025 development



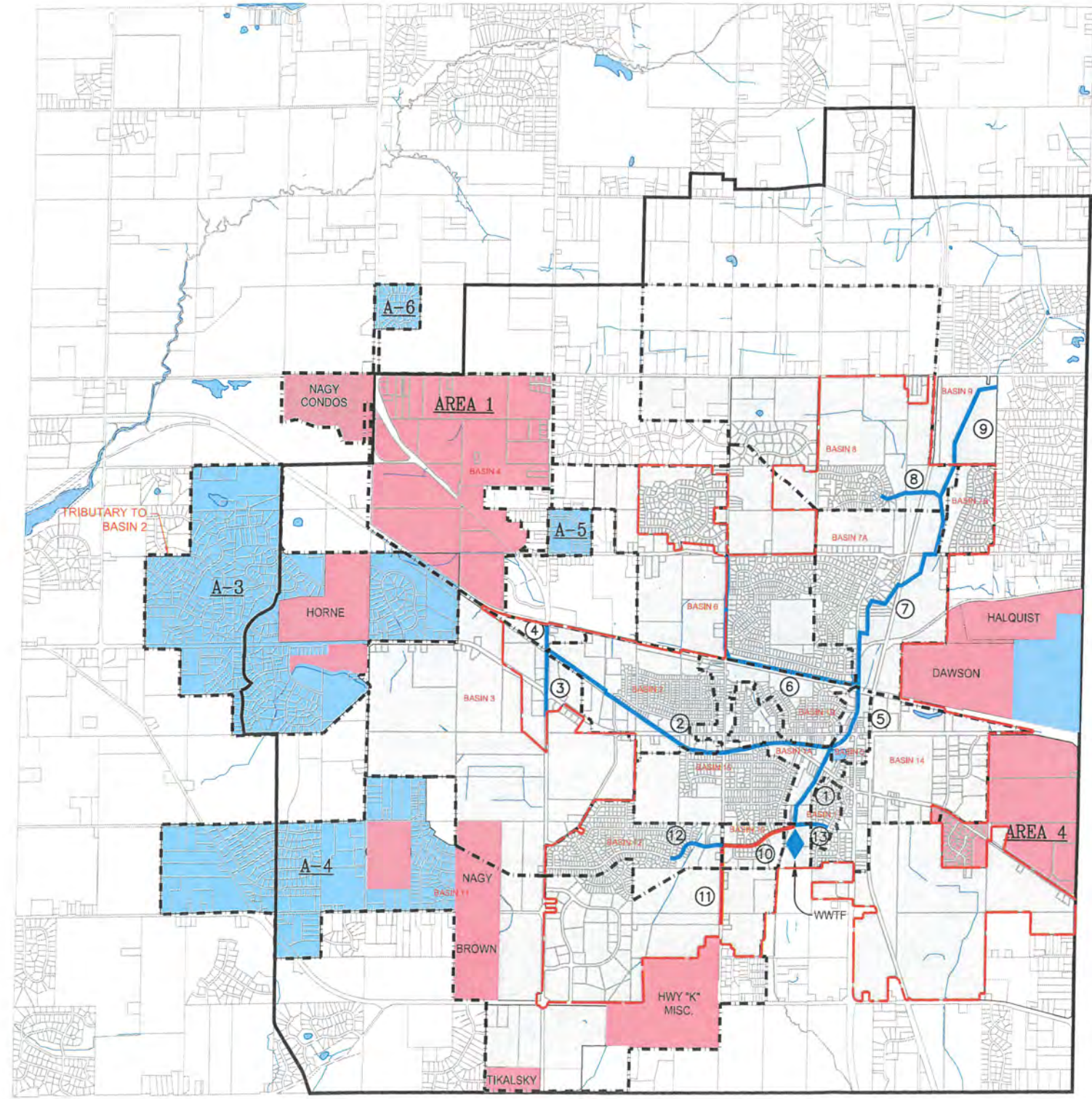
EXHIBIT A

**EXTRATERRITORIAL SEWER SERVICE AREA
INTERMUNICIPAL AGREEMENT BETWEEN
TOWN OF LISBON AND VILLAGE OF SUSSEX**

**VILLAGE OF SUSSEX,
WAUKESHA COUNTY, WISCONSIN**

LEGEND

- CURRENT MUNICIPAL BOUNDARY
- EXTRATERRITORIAL ZONING JURISDICTION BOUNDARY
- EXISTING SERVICE AREA (ESA)
- ADDED SERVICE AREA (ASA)
- VILLAGE OF SUSSEX
- ① EXISTING TRUNK SEWER
- ① EXISTING TRUNK SEWER WITH CAPACITY LIMITATIONS
- TRUNK SEWER BASIN BOUNDARIES



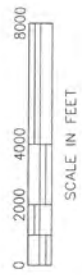
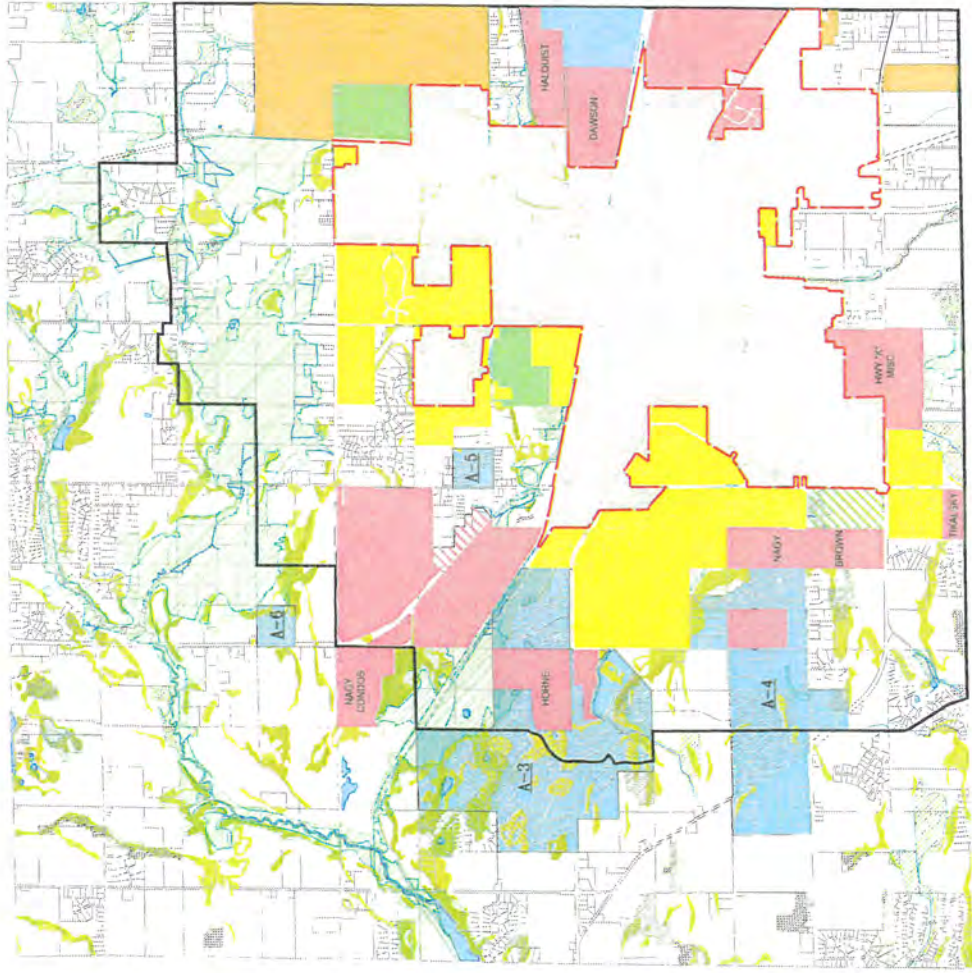


EXHIBIT B

**BOUNDARY ADJUSTMENT MAP
VILLAGE OF SUSSEX,
WAUKESHA COUNTY, WISCONSIN**

LEGEND

- CURRENT MUNICIPAL BOUNDARY
- EXTRATERRITORIAL ZONING JURISDICTION BOUNDARY
- VILLAGE OF SUSSEX
- AREAS PROPOSED FOR FUTURE ADDITION TO THE VILLAGE OF SUSSEX
- AREAS TO REMAIN IN TOWN BUT RECEIVE SUSSEX UTILITY SERVICE
- AREAS TO REMAIN IN TOWN BUT RECEIVE SUSSEX UTILITY SERVICE TO APPROVAL OF DETAILED DEVELOPMENT PLAN
- SEWER SERVICE AREAS WITHIN WWTP PLAN
- TOWN OF LISBON SANITARY DISTRICT NO. 1
- PROPOSED PARK LANDS
- PRIMARY ENVIRONMENTAL CORRIDORS
- SECONDARY ENVIRONMENTAL CORRIDORS
- ISOLATED NATURAL RESOURCE AREAS
- SLOPES RANGING FROM 12 TO 20 PERCENT
- SLOPES GREATER THAN 20 PERCENT (SEWRPC 1990)



REVISED 12-28-00





February 12, 2001

Exhibit "C"

LEGAL DESCRIPTION

PROPOSED CORPORATE BOUNDARY FOR THE VILLAGE OF SUSSEX

For: Village of Sussex

All that part of Sections 13, 14, 15, 21, 22, 23, 24, 25, 26, 27, 28, 33, 34, 35, and 36 in Lisbon Township 8 North, Range 19 East, Waukesha County, Wisconsin, described as follows:

Beginning at the North one-quarter corner of Section 14; thence North $88^{\circ}46'03''$ East, along the North line of the Northeast one-quarter of Section 14, 2659.20 feet to the Northeast corner of said Section 14; thence North $88^{\circ}47'02''$ East along the North line of the Northwest one-quarter of Section 13, to the Northeast corner of lands designated by Tax Key No. LSBT 0194.998; thence southerly along the West line of said lands, 273 feet more or less to the Southwest corner of said lands; thence easterly along the South line of said lands, 80 feet more or less; thence northerly along the East line of said lands, 273 feet more or less to the North line of the Northwest one-quarter of Section 13; thence North $88^{\circ}47'02''$ East along said North line, 231 feet more or less to the Northeast corner of the Northwest one-quarter of Section 13; thence South $00^{\circ}27'40''$ West, along the East line of the Northwest one-quarter of Section 13, 2640.78 feet to the center of Section 13; thence South $00^{\circ}16'09''$ West along the South one-quarter line of said Section, 2399.32 feet; thence North $88^{\circ}42'43''$ West, 150 feet; thence South $0^{\circ}16'09''$ West, 250.09 feet to the North line of Section 24; thence North $88^{\circ}42'43''$ West along said North line, 1182.68 feet to the West one-eighth line of Section 24; thence South along said one-eighth line to the West one-quarter line of Section 24; thence South $88^{\circ}55'22''$ West along said one-quarter line, 1369.73 feet to the West one-quarter corner of Section 24; thence South $0^{\circ}41'58''$ West along the West line of Section 24 to the centerline of the Union Pacific Railroad; thence southeasterly along said centerline to the West one-eighth line of Section 24; thence South 100 feet more or less to the southerly right-of-way line of said Railroad; thence South $77^{\circ}35'$ East along said southerly right-of-way line 2643.18 feet; thence South $00^{\circ}25'$ East, 66.8 feet to the North line of Section 25; thence South $88^{\circ}27'26''$ West along said North line, 1302 feet to the North one-quarter corner of Section 25; thence South $00^{\circ}19'50''$ West along the North one-quarter line of said Section, 2635.60 feet to the center of Section 25; thence South $88^{\circ}58'45''$ West along the West one-quarter line of said Section 25, 715.99 feet to the centerline of Silver Spring Drive (C.T.H. "VV"); thence northwesterly along said centerline, 1053 feet more or less; thence South $00^{\circ}33'10''$ West,



513.29 feet to a point on the North line of the Southwest one-quarter of Section 25; thence North $88^{\circ}59'10''$ East, on and along said North line, 311.37 feet to a point on the West line of Circlecrest Park Site, a recorded Subdivision Plat; thence South $00^{\circ}02'50''$ East, on and along said West line, 1313.54 feet to the Southwest corner of said Circlecrest Park Site; thence North $89^{\circ}17'10''$ East, on and along the South line of said Circlecrest Park Site and its easterly Extension, 1324.41 feet to a point on the East line of said Southwest one-quarter; thence North $00^{\circ}16'51''$ East along the West line of the Southeast one-quarter of said Section 25, 834.92 feet to a point on the referenced centerline of Silver Spring Drive (C.T.H. "VV"); thence along said centerline South $57^{\circ}01'08''$ East, 1739.63 feet to a point; thence continuing along said centerline South $56^{\circ}52'32''$ East, 1150.01 feet to a point of curvature; thence continuing along said centerline 76.61 feet along the arc of a curve to the left, with a radius of 3819.72 feet, whose chord bears South $57^{\circ}27'00.5''$ East, 76.61 feet to a point; thence North $05^{\circ}56'43''$ East, 66.86 feet to the northerly right-of-way line of Silver Spring Drive (C.T.H. "VV"); thence along said northerly line, South $89^{\circ}12'35''$ East, 159.13 feet to a point on the East line of the Southeast one-quarter of said Section 25; thence South $00^{\circ}47'25''$ West, along said East line, 549.97 feet to the Southeast corner of said Section 25; thence South $00^{\circ}12'04''$ West, along the East line of the Northeast one-quarter of said Section 36, 661.29 feet to a point; thence South $88^{\circ}59'39''$ West, along the South line of the North one-half of the Northeast one-quarter of the Northeast one-quarter of said Section 36, 1326.78 feet to a point; thence North $00^{\circ}04'45''$ East, along the West line of the East one-half of said Northeast one-quarter, 660.55 feet to the South line of the Southeast one-quarter of said Section 25; thence South $88^{\circ}57'49''$ West, along said South line, 1328.21 feet to the South one-quarter corner of said Section 25; thence South $00^{\circ}02'33''$ East, on and along the East line of said Northwest one-quarter, 2391.79 feet to a point; thence South $89^{\circ}00'05''$ West, and parallel to the South line of said Northwest one-quarter, 147.60 feet to a point; thence South $00^{\circ}02'33''$ East, and parallel to said East line, 182.59 feet to a point on the North right-of-way line of County Trunk Highway "K" (Lisbon Road); thence South $89^{\circ}00'05''$ West, on and along said North right-of-way line, 1998.72 feet to an angle point on said North right-of-way line; thence North $59^{\circ}29'49''$ West, on and along said North right-of-way line, 148.55 feet to the easterly right-of-way line of the Wisconsin Central Railroad; thence South $19^{\circ}02'49''$ East, on and along the southerly extension of said easterly right-of-way line, 81.64 feet to a point on said North right-of-way line; thence South $89^{\circ}00'05''$ West, on and along said North right-of-way line, 105.18 feet to a point on the westerly right-of-way line of said Railroad; thence North $19^{\circ}02'49''$ West, on and along said westerly right-of-way line, 655.22 feet to a point; thence South $89^{\circ}00'05''$ West, and parallel to the South line of said Northwest one-quarter of Section 36, 74.44 feet to a point on the East line of said Northeast one-quarter of Section 36; thence North $00^{\circ}16'46''$ West, on and along said East line, 47.46



feet to a point; thence South $89^{\circ}00'18''$ West, and parallel to the South line of said Northeast one-quarter, 249.00 feet to a point; thence South $00^{\circ}16'46''$ East, and parallel to said East line, 387.00 feet to a point; thence South $89^{\circ}00'18''$ West, and parallel to said South line, 1.00 feet to a point; thence South $00^{\circ}16'46''$ East, and parallel to said East line, 308.50 feet to a point on said North right-of-way line; thence South $89^{\circ}00'18''$ West, on and along said North right-of-way line, 546.10 feet to a point; thence North $00^{\circ}00'18''$ East, 262.59 feet to a point; thence North $89^{\circ}59'42''$ West, 199.97 feet to a point; thence South $00^{\circ}00'18''$ West, 266.08 feet to a point on said North right-of-way line; thence South $89^{\circ}00'18''$ West, on and along said North right-of-way line, 107.80 feet to the beginning of a curve to the right, said curve having a radius of 172.21 feet and a long chord bearing North $45^{\circ}32'05''$ West, 245.49 feet; thence northwesterly, on and along the arc of said curve and said North right-of-way line, 273.27 feet to a point of tangency on the East right-of-way line of State Trunk Highway "164"; thence North $00^{\circ}04'28''$ West, on and along said East right-of-way line, and parallel to the West line of the East one-half of said Northeast one-quarter, 96.50 feet to a point; thence South $89^{\circ}00'18''$ West, on and along said East right-of-way line, and parallel to the South line of said Northeast one-quarter, 5.00 feet to a point; thence North $00^{\circ}04'28''$ West, on and along said East right-of-way line and parallel to said West line of said East one-half, 2162.37 feet to a point; thence North $89^{\circ}03'52''$ East, and parallel to the North line of said Northeast one-quarter, 280.00 feet to a point; thence North $00^{\circ}04'28''$ West, and parallel to the West line of said East one-half, 162.00 feet to a point on the North line of said Northeast one-quarter; thence North $89^{\circ}03'52''$ East, on and along said North line 410.23 feet to a point on the westerly right-of-way line of the Wisconsin Central Railroad; thence North $19^{\circ}02'49''$ West, on and along said westerly right-of-way, 212 feet plus or minus line southeasterly; thence South $89^{\circ}44'21''$ West, 662.30 feet to the centerline of Waukesha Avenue (S.T.H. 164); thence North $0^{\circ}12'21''$ East along said centerline, 207.62 feet; thence North $89^{\circ}53'22''$ West, 450.13 feet along the North line of Mitchell Lane; thence South $00^{\circ}06'38''$ West, 10.00 feet along the West line of Mitchell Lane; thence South $89^{\circ}26'58''$ West, 793.59 feet; thence North $00^{\circ}09'12''$ East, along the West line of Certified Survey Map No. 6863, 906.96 feet more or less to the South line of Spring Green Heights Subdivision; thence North $89^{\circ}42'19''$ West along a line of said Subdivision, 55 feet more or less to the Southeast corner of Outlot 1, Block 6, Clover Downs; thence South $89^{\circ}09'28''$ West along the South line of Clover Downs, 956.065 feet more or less to the center of Sussex Creek; thence South $02^{\circ}47'45''$ West along the center of Sussex Creek, 1322.057 feet to a point on the South line of the Southwest one-quarter of Section 26; thence South $89^{\circ}05'02''$ West along the South line of the Southwest one-quarter of Section 26, 294.76 feet; thence South $00^{\circ}47'02''$ West, 787.64 feet; thence South $89^{\circ}00'00''$ West, 81.64 feet; thence South $00^{\circ}47'02''$ West, 482.20 feet; thence South $89^{\circ}0'00''$ West, 811.94 feet to a point on the northerly right-of-way of Northview Road; thence North



00°20'45"East, 230.00 feet; thence South 89°00'00"West, 89.93 feet; thence North 00°20'45"East, 115.31 feet; thence North 89°39'15" West, 315.00 feet; thence North 00°20'45"East, on the West line of the Northwest one-quarter of Section 35, 215.24 feet; thence South 89°31'10"West, 468.65 feet; thence South 00°20'45"West, 296.39 feet; thence South 89°32'27"West, 191.35 feet; thence South 00°20'45"West, 330.00 feet; thence South 89°32'27"West, 1653 feet more or less to the Northeast corner of lands designated by Tax Key No. SUXV 0277.997; thence southerly along the East line of said lands to a point on the South line of the Northeast one-quarter of Section 34; thence westerly along said South line, 388.80 feet more or less to the Southeast corner of the Northwest one-quarter of Section 34; thence South 89°34'13"West, along the South line of the Northwest one-quarter of Section 34, 698 feet more or less to a point where the West line designated by Tax Key No. LSBT 0279.998 is extended to said South line; thence southerly along the West line of lands designated by Tax Key No's. LSBT 0279.998, LSBT 0279.997, LSBT 0279.996, LSBT 0279.995, LSBT 0279.994, LSBT 0279.993, and LSBT 0279.992, 1270 feet more or less to a point on the North line of lands designated by Tax Key No. LSBT 0279.990; thence westerly along the North line of said lands, 702.72 feet more or less to the Northwest corner of said lands; thence southerly along the West line of said lands, 728 feet more or less to a point that is 650 feet from the South line of Section 34, as measured at a right angle to said South line; thence westerly along a line that is parallel to and 650 feet from, as measured at right angles to the South line of Sections 34 and 33, to a point on the East line of Scottish Highlands, a subdivision; thence northerly along the East line of Scottish Highlands and Certified Survey Map No.'s 7538 and 7539, to a point on the North line of the Southeast one-quarter of Section 33; thence North 89°30'40" East along said North line to a point where the East line of lands designated by Tax Key No. LSBT 0273.998 extends to said North line; thence northerly along the East line of said lands to a point in the centerline of Richmond Road; thence westerly along said centerline to a point where the West line of Certified Survey Map No. 1132 extends to said centerline; thence northerly along the West line of Certified Survey Map No. 1132 to the Northwest corner of said Certified Survey Map No 1132 to the Northwest corner of said Certified Survey Map; thence easterly along the North line of said Certified Survey Map, 60 feet more or less to a point in the East line of lands designated by Tax Key No. LSBT 0256.996; thence northerly along said East line to a point on the North line of the Southeast one-quarter of Section 28; thence westerly along said North line to the center of Section 28; thence North along the East line of the Northwest one-quarter of Section 28 and East line of lands designated by Tax Key No. LSBT 0254.017 to the Northeast corner of lands designated by Tax Key No. LSBT 0254.017; thence westerly along the North line of lands designated by Tax Key No's. LSBT 0254.017, LSBT 0254.013, LSBT 0254.994.003, LSBT 0254.994.002, LSBT 0254.994.001, LSBT 0254.998 to a point on the centerline of Mary Hill Road and West line of Section 28; thence North 00°12'25" West along the centerline of Mary Hill Road



to the Northwest corner of Section 28; thence North $00^{\circ}24'29''$ East, along the said centerline and West line of Section 21, 2640.90 feet more or less to the Southwest corner of the Northwest one-quarter of Section 21; thence North $89^{\circ}38'41''$ East along the South line of said Northwest one-quarter, 2639.91 feet more or less to the Southeast corner of said Northwest one-quarter; thence North $00^{\circ}25'58''$ East along the East line of said Northwest one-quarter, to the point of intersection with the South line of the Bug Line Recreation Trail; thence Southeasterly along said South line to a point where the Northwest line of lands designated by Tax Key No. SUXV 0225.996.001 extends to the South line of the Bug Line Recreation Trail; thence North $33^{\circ}47'30''$ East along said Northwest line, 93.99 feet to a point on the southerly right-of-way line of the Union Pacific Railroad; thence southeasterly 11.81 feet along said right-of-way line, being the arc of a curve, the center of which lies northerly with a radius of 5342.55 feet and the chord of which bears South $60^{\circ}27'00''$ East, 11.81 feet to a point; thence southeasterly, 667.17 feet along said southerly right-of-way line, being the arc of a curve, the center of which lies northerly with a radius of 2721.55 feet and the chord of which bears South $67^{\circ}27'25''$ East, 658.065 feet to a point, thence southeasterly 400 feet along said southerly right-of-way line, being the arc of a curve, the center of which lies northerly with a radius of 5342.55 feet and the chord of which bears South $76^{\circ}32'44''$ East, 399.91 feet to a point; thence South $78^{\circ}41'25''$ East along said south right-of-way line, 950.35 feet to a point on the east line of the Northeast one-quarter of Section 21; thence North $00^{\circ}07'28''$ West along the East line of the Northeast one-quarter of Section 21, 54.16 feet to the centerline of the Union Pacific Railroad; thence South $78^{\circ}45'28''$ East along said centerline, 2693 feet to the East line of the Northwest one-quarter of Section 22; thence North $00^{\circ}06'09''$ East along said East line to the Northeast corner of the Northwest one-quarter of Section 22; thence South $89^{\circ}50'00''$ West along North line of said Northwest one-quarter to a point where the East line of Parcel 3 of Certified Survey map No. 2863 extends to the North line of said Northwest one-quarter; thence northerly along the East line of Parcel 3 of Certified Survey Map No. 2863 and the East line of Western Oaks Subdivision, to the Northeast corner of Western Oaks Subdivision; thence westerly along the North line of Western Oaks Subdivision to the Southeast corner of lands designated by Tax Key No. LSBT 0203.998.005; thence northerly along the East lines of lands designated by Tax Key No.'s LSBT 0203.998.005, LSBT 0203.991, and LSBT 0203.992, to a point on the South line of Hidden Oaks Addition No. 2, a recorded subdivision; thence easterly along the South lines of Hidden Oaks Addition No. 2 and Hidden Oaks Addition No. 1 to the Northwest corner of the Southeast one-quarter of Section 15; thence North $89^{\circ}53'41''$ East along the North line of said Southeast one-quarter, 2636.56 feet more or less to the Northeast corner of said Southeast one-quarter; thence northerly along the East line of the Northeast one-quarter of Section 15 and centerline of Maple Avenue to a point where the North line of Certified Survey Map No. 5356 extends to said East line; thence westerly along the North lines of Certified Survey Map No.'s 5356, 5357, 5723, and the North line



Ruekert·Mielke

engineering solutions for a working world

Proposed Corporate Boundary

February 9, 2001

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of Hidden Oaks, a recorded subdivision, to a point on the East line of Hidden Oaks Addition No. 1, a recorded subdivision and West line of said Northeast one-quarter; thence northerly along said East and West line to the Northwest corner of said Northeast one-quarter; thence North $89^{\circ}58'02''$ East along the North line of said Northeast one-quarter and centerline of Plainview Road, 2645.82 feet more or less to the Northwest corner of Section 14; thence North $89^{\circ}09'47''$ East along the North line of the Northwest one-quarter of Section 14 and center line of Plainview Road, 2660.38 feet more or less to the point of beginning.

Area containing 5568 acres more or less of land.

MEK:plw

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cc: Gerald Powell, Ruekert & Mielke, Inc.

File









SCALE IN FEET

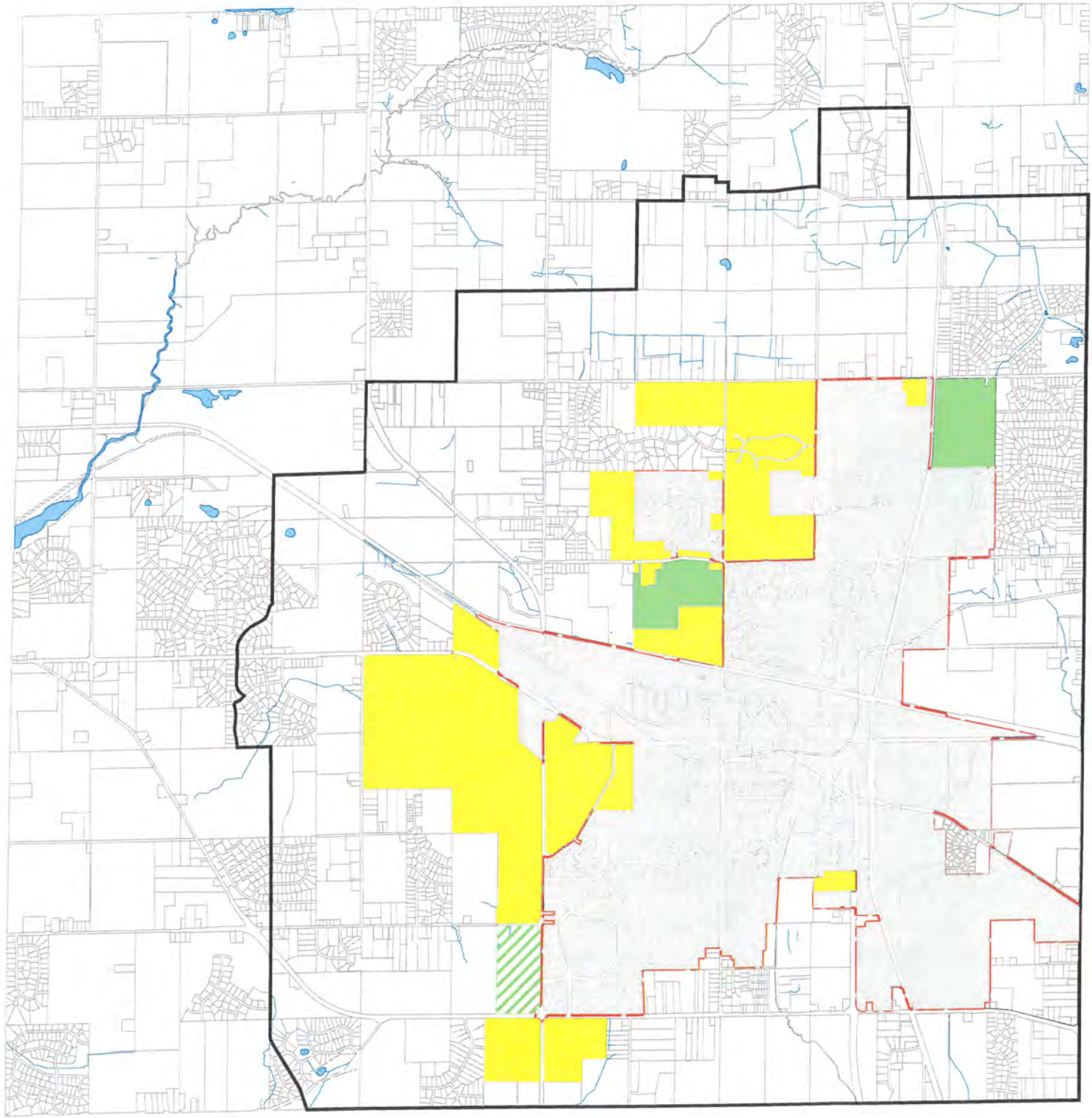
EXHIBIT D

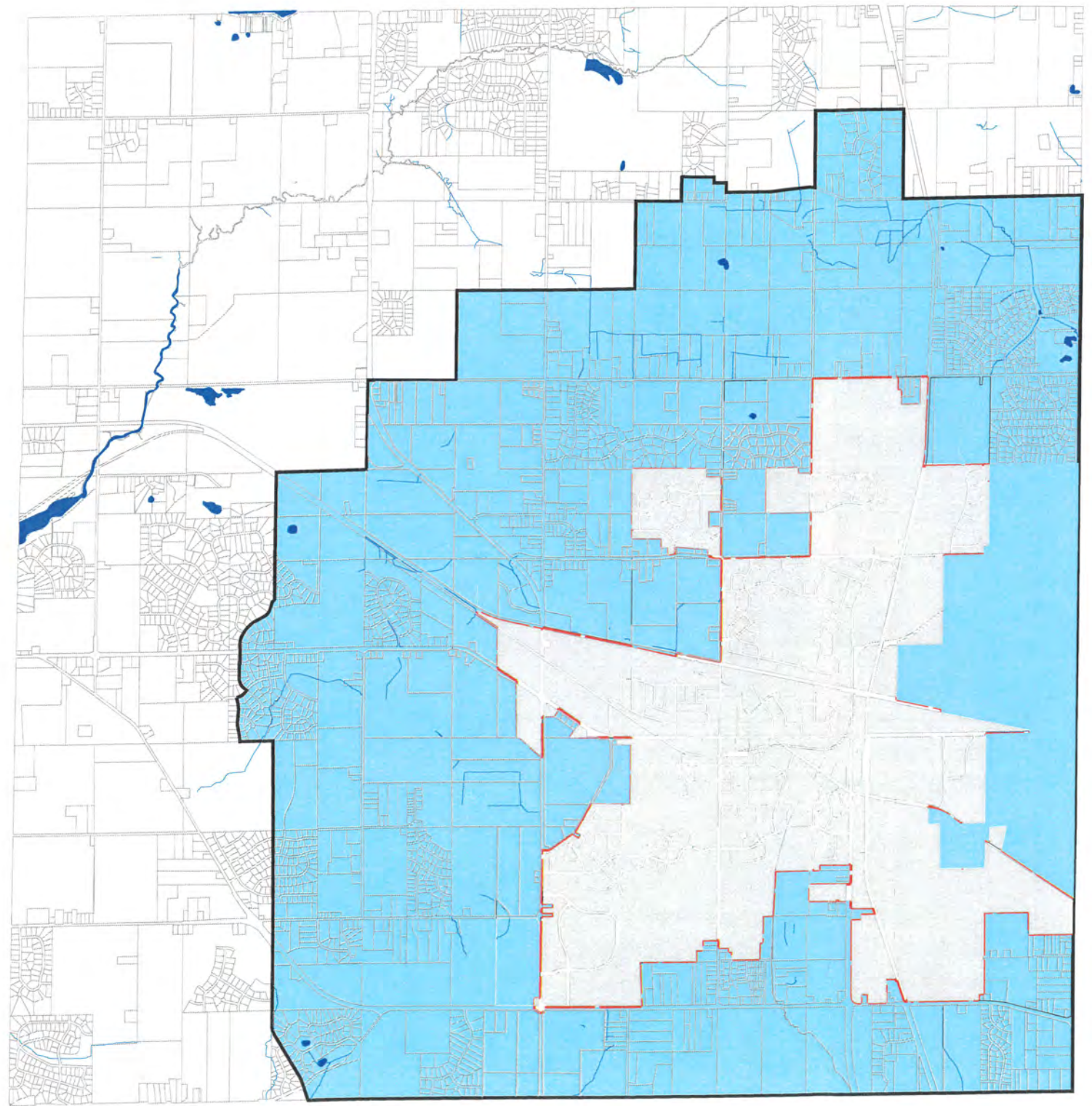
VILLAGE GROWTH AREA MAP

**VILLAGE OF SUSSEX,
WAUKESHA COUNTY, WISCONSIN**

LEGEND

-  CURRENT MUNICIPAL BOUNDARY
-  EXTRATERRITORIAL ZONING JURISDICTION BOUNDARY
-  CURRENT VILLAGE OF SUSSEX
-  AREAS PROPOSED FOR FUTURE ADDITION TO THE VILLAGE OF SUSSEX
-  PROPOSED PARK LANDS
-  PROPOSED TOWN PARK LANDS









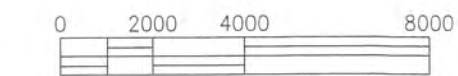
SCALE IN FEET

EXHIBIT E

**JOINT PLANNING AREA MAP
VILLAGE OF SUSSEX,
WAUKESHA COUNTY, WISCONSIN**

LEGEND

-  CURRENT MUNICIPAL BOUNDARY
-  EXTRATERRITORIAL ZONING JURISDICTION BOUNDARY
-  JOINT PLANNING AREA
-  VILLAGE OF SUSSEX GROWTH AREA



SCALE IN FEET

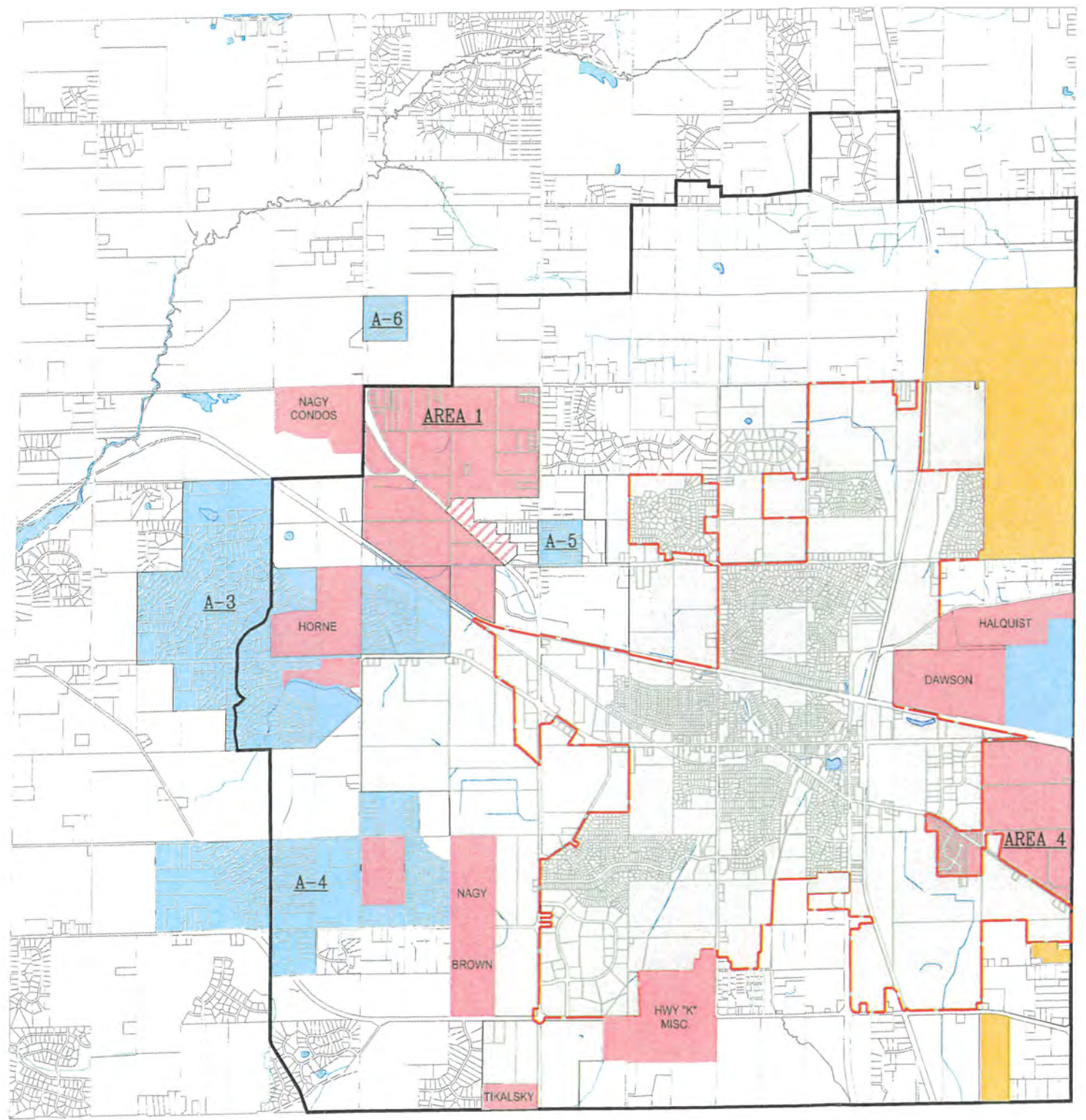
EXHIBIT F

EXTRATERRITORIAL SEWER SERVICE AREA

**VILLAGE OF SUSSEX,
WAUKESHA COUNTY, WISCONSIN**

LEGEND

- CURRENT MUNICIPAL BOUNDARY
- EXTRATERRITORIAL ZONING JURISDICTION BOUNDARY
- VILLAGE OF SUSSEX
- AREAS TO REMAIN IN TOWN BUT RECEIVE SUSSEX UTILITY SERVICE
- AREAS TO REMAIN IN TOWN BUT RECEIVE SUSSEX UTILITY SERVICE SUBJECT TO APPROVAL OF DETAILED DEVELOPMENT PLAN
- EXISTING SERVICE AREA
- TOWN OF LISBON SANITARY DISTRICT NO. 1



May 22, 2008 11:30am
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REVISED 12-28-00

EXHIBIT G

**INTERMUNICIPAL AGREEMENT BETWEEN
THE TOWN OF LISBON
AND THE VILLAGE OF SUSSEX**

This Agreement entered into this 22nd day of January, 2001, by and between the Town of Lisbon, hereinafter referred to as "Lisbon", a municipal corporation organized and existing under the laws of the State of Wisconsin, and the Village of Sussex, hereinafter referred to as "Sussex", a municipal corporation organized and existing under the laws of the State of Wisconsin.

WITNESSETH:

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

WHEREAS, Sussex and Lisbon have entered into a previous intermunicipal agreement for the provision of sewage treatment services, said agreement dated December 28, 1992 (the 1992 Agreement); and

WHEREAS, Sussex and Lisbon have negotiated an intermunicipal boundary agreement pursuant to the provisions of Section 66.027 of the Wisconsin statutes which provides, in part, for the establishment of permanent boundaries between the municipalities, the requirement for the development of land-use plans which will guide future development within the Village and the Town, the investigation of shared services and for the provision of additional wastewater treatment services for Lisbon (the 66.027 Agreement); and

WHEREAS, the existing Sussex wastewater treatment facility is inadequate for servicing additional designated service areas that are the subject of this agreement, and is planned to be expanded and upgraded; and

WHEREAS, Lisbon desires to share in the capital costs of the expansion and upgrade of the Sussex Wastewater Treatment Facility so that wastewater treatment services can be obtained from Sussex for the Added Service Areas as defined herein; and

WHEREAS, Sussex and Lisbon are entering into this Agreement for fulfilling the terms and conditions of the intermunicipal border agreement as filed in Case No. 99 CV 2407 and for the joint governmental purpose of providing sewage treatment services to property owners and citizens within their respective boundaries.

NOW, THEREFORE, pursuant to Secs. 66.027 and 66.30 of the Wisconsin Statutes and based upon the mutual covenants and agreements of the parties contained herein and the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

I. DEFINITIONS

- 1.1 Agreement. "Agreement" shall mean this document together with the Exhibits attached hereto.
- 1.2 Average Daily Flow. "Average Daily Flow" shall mean the wastewater generated by the District over the previous 120 days divided by 120. .

- 1.3: BOD "BOD" shall mean biochemical oxygen demand, as defined in the 17th edition of Standard Methods for the Examination of Water and Wastewater.
- 1.4 Capacity Allocation. "Capacity Allocation" shall mean the right to discharge wastewater to the Sussex sewerage system up to the limits set forth in this Agreement.
- 1.5 Commercial Users. "Commercial Users" shall mean any property occupied by a nonresidential establishment not within the definition of an "Industrial User", and which is connected to the wastewater facilities.
- 1.6. Domestic Wastewater. "Domestic Wastewater" shall mean the water and water-carried wastes from residences, business buildings, institutions or industrial establishments generated by personal activities (from sources such as kitchens, bathrooms, lavatories, and toilets). Strength characteristics of this wastewater shall be deemed to be equal to those of the "equivalent residential unit" unless, in the case of a commercial user, strength characteristics are determined to be different by the completion of a waste strength certification form. Domestic wastewater does not include process wastewater from industrial establishments, infiltration or inflow.
- 1.7 Residential Equivalent Connection. "Residential Equivalent Connection" (REC) shall mean the average annual discharge of a domestic wastewater residential unit. A REC shall be defined as 140 gallons per person per day of average daily flow at 175 mg/l BOD, 192 mg/l TSS, 26 mg/l NH₄-N 1 and 3 mg/l P. A residential unit shall be defined as 3 people per unit. In the event Sussex should revise its formula for calculating a Residential Equivalent Connection, the Sussex REC shall be applicable to Lisbon.
- 1.8 Industrial Users. "Industrial Users" shall mean any non-residential user identified in Division A, B, D, E, or I of the Standard Industrial Classification Manual. Industrial user also shall include any user that discharges wastewater containing toxic or poisonous substances as defined in Section 307 or 502 of the Clean Water Act, or any substance(s) causing interference in the wastewater treatment facilities. Industrial user shall include any non residential user who: 1) is subject to national categorical pretreatment standards, 2) has a nondomestic flow of 25,000 gallons or more per average day, 3) contributes more than 5% of the average dry weather capacity of the wastewater treatment facility, or 4) is determined by the WTF Superintendent to have the potential to adversely affect the wastewater treatment facility.
- 1.9 Infiltration. "Infiltration" shall mean water entering a sewer system, including sewer service connections, from the ground, through such means as, but not limited to, defective pipes, pipe joints, connections, or manhole walls. Infiltration does not include, and is distinguished from, inflow.
- 1.10 Infiltration/Inflow. "Infiltration/Inflow" shall mean the total quantity of water from both infiltration and inflow without distinguishing the source.
- 1.11 Inflow. "Inflow" shall mean the water discharged into a sewer system, including service connections, from such sources as, but not limited to, roof leaders, cellar, yard, and area drains, foundation drains, sump pumps, cooling towers, drains from springs and swampy areas, manhole covers, cross connections from storm sewers and combined sewers, catch basins, storm water, surface run-off, street wash waters, or drainage. Inflow does not include, and is distinguished from infiltration.
- 1.12 Peak Daily Flow. "Peak Daily Flow" shall be the maximum daily flow over a 48 hour period divided by 2 for a storm frequency interval of 5 years or less.

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

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

1.15 Service Areas

Old Service Area (OSA)- The territory within Lisbon wherein wastewater treatment service could be provided under the 1989 Agreement, as depicted on Exhibit 1 attached hereto.

Existing Service Area (ESA) -The OSA, excluding certain subdivisions, including Lyndale Farms East and West Subdivisions, within Lisbon previously within the OSA, wherein Lisbon has determined that wastewater treatment service cannot reasonably be provided through the Sussex Wastewater Treatment Facility, as depicted on Exhibit 2 attached hereto.

Added Service Area (ASA) - The additional territory within Lisbon, outside of the ESA, wherein wastewater treatment service may be provided under the 66.027 Agreement, as depicted on Exhibit 3.

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

II. GENERAL INTENT

Sussex is planning to construct, operate, and maintain an expansion of the Village's existing wastewater treatment facility. The expansions and upgrade of the Sussex wastewater treatment facility will provide the capacity to treat and dispose of sanitary wastes generated within the year 2025 Sussex Sewer Service Area. It is anticipated that the construction associated with the expansion and upgrade may be completed in or about 2005. Lisbon is planning to construct, operate, and maintain a wastewater collection system to service portions of Lisbon. It is specifically acknowledged that, exclusive of the ESA and any other areas agreed-upon by the village and town, no additional treatment services can be provided to Lisbon until the expansion and upgrade of the Sussex wastewater treatment facility has been completed and Lisbon has completed its land use plan pursuant to the 66.027 Agreement.

Wastewater collected in Lisbon will be transmitted to the Sussex regional wastewater treatment facility through an interceptor/force main system constructed in accordance with the regional interceptor facility plan. It is anticipated that wastewater from Lisbon would be conveyed to existing, upgraded or new Sussex interceptors. The contractual relationship for financing, operating and maintaining existing, upgraded and any additional interceptor(s) needed for Lisbon will be covered under a separate agreement. However, any formula associated with the costs of financing the interceptors needed by Lisbon shall be on a percentage-of-intended-use basis. All costs for operating and maintaining the interceptors shall be based on the use of the interceptors.

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

Sussex's intent in offering sewer service to Lisbon is to fulfill its obligation under the 66.027 Agreement and to assist in overcoming water quality and public health problems which may occur in Lisbon associated with failing private onsite septic systems.

III. SERVICE AREA AND CAPACITY

3.1 Service Area Discussion

As previously stated herein, Lisbon and Sussex entered into the 1992 Agreement, wherein the Village agreed to treat an average daily flow of 230,000 gallons and a peak daily flow of 580,000 gallons of wastewater for a total cost of \$1,002,214. For the purchased capacity rights, Lisbon agreed to pay for 7.19% of the costs of the new wastewater treatment facility. A schedule of payments made and due under the 1992 agreement is attached hereto and incorporated herein by reference as Exhibit 4.

The 1992 Agreement specifically designated and restricted the service area for which wastewater treatment would be available. For purposes of this agreement, this area shall be known as the Old Service Area (OSA), and is depicted on Exhibit F. It is the intent of the parties to eliminate certain territory from the OSA, because it has been determined that the territory to be eliminated cannot be feasibly or economically served through the Sussex Wastewater Treatment Facility. The amended designated service area shall be known for purposes of this agreement as the Existing Service Area (ESA) and is depicted on Exhibit F. Under the provisions of the 66.027 Agreement, Sussex has agreed to provide sewer treatment services for the benefit of additional territory within Lisbon. For purposes of this agreement, this area shall be known as the Added Service Area (ASA), and is depicted on Exhibit 3.

The elimination of territory from the OSA makes available capacity for reallocation. As stated above, Lisbon has paid, in part, for this capacity. Lisbon is desirous of reallocating this capacity so as to be available to serve a portion of the ASA, and, subject to the conditions stated herein, Sussex agrees that Lisbon shall be permitted to utilize this capacity for such purpose. However, Lisbon shall complete the payment for the entire capacity previously contracted for to serve the OSA pursuant to the provisions of the 1992 Agreement. The additional capacity required to service the ESA and ASA shall be paid for pursuant to the provisions of Section V herein. It is recognized that Lisbon shall, at the time of the facilities planning for the expansion of the wastewater treatment facility, designate the lands and designated flows for those lands to be served during the lifetime of the expansion.

It shall be Lisbon's responsibility to establish the defined 208 sanitary sewer service area, as defined in this agreement, with the Southeastern Wisconsin Regional Planning Commission (SEWRPC).

3.2 Capacity Allocation

Sussex shall provide the following amounts of capacity to Lisbon for the term of this agreement:

**EXISTING SERVICE AREA
1992 AGREEMENT CAPACITY**

| | |
|-----------------------------------|-------------------------|
| Average Daily Flow | 230,000 gallons per day |
| Peak Daily Flow | 580,000 gallons per day |
| Average Daily BOD Loading | 335.7 pounds per day |
| Average Daily TSS Loading | 368.9 pounds per day |
| Average Daily Nitrogen Loading | 50.3 pounds per day |
| Average Daily Phosphorous Loading | 6.3 pounds per day |

**EXISTING AND ADDED SERVICE AREA
TOTAL CAPACITY
INCLUDES 1992 CAPACITY**

| | |
|-----------------------------------|---------------------------|
| Average Daily Flow | 931,140 gallons per day |
| Peak Daily Flow | 2,327,850 gallons per day |
| Average Daily BOD Loading | 1,359.8 pounds per day |
| Average Daily TSS Loading | 1,491.9 pounds per day |
| Average Daily Nitrogen Loading | 202.0 pounds per day |
| Average Daily Phosphorous Loading | 23.3 pounds per day |

3.3 Capacity Allocation Utilization

Sussex and Lisbon agree that, at such time as the expansion of the treatment facility has been completed and the Land-Use Plan contemplated by the 66.027 Agreement has been approved, Lisbon has the right to use the amounts of the Capacity Allocation specifically within the ESA and ASA as designated as under the terms of this agreement, but shall not be permitted to extend service to any other area. Lisbon has the right to use the amounts of the Capacity Allocation to provide septic disposal service and treatment to properties with on-site systems located within Lisbon. All septic and holding tank wastes shall be disposed of at the regional septic receiving station located at the regional wastewater treatment facility in Sussex.

When the Capacity Allocation utilized by Lisbon, as determined under Section 3.4 this Agreement, exceeds 85% of the average daily flow or peak daily flow from Section 3.2, Sussex shall submit written notification of that fact to Lisbon.

When the Capacity Allocation utilized by Lisbon, as determined under Section 3.4 of this Agreement, exceeds 95% of the average daily flow or peak daily flow

from Section 3.2, Sussex shall again submit written notification of that fact to Lisbon.

If for any reason Lisbon exceeds the original Capacity Allocation, plus or minus any reallocation, Lisbon shall immediately undertake efforts to eliminate excess use. If the excess utilization is not eliminated within 90 days after notification by Sussex, Sussex may enforce the Capacity Allocation limits as determined in Section 3.2 by any lawful means, and Lisbon agrees to cease approving any new connections to the sewer system. It is understood that the purchased capacity allocation described in Section 3.2 is insufficient to accommodate the ultimate growth planned for the areas designed in Exhibit 3.

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

3.4 Flow Measurement

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

b. Sussex shall take periodic 24-hour flow proportional samples at the metering stations to determine the waste loadings from Lisbon. These samples will be used for verifying compliance with the Capacity Allocation defined under Section 3.2. In the event wastewater sampling determines that the Capacity Allocation is being exceeded, Sussex may institute continuous sampling for the purpose of sewer user charges.

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

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

IV. SEWER SERVICE AND CHARGES

4.1 Sewer Connections

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

b. Lisbon shall establish procedures for the inspection and approval by a licensed plumbing inspector of all installations of building connection laterals. Such laterals shall be installed according to State plumbing codes and general specifications approved by Sussex. All building connection laterals shall be installed by a plumber licensed by the State of Wisconsin. Lisbon shall forward to Sussex by the first day of every month copies of the installation permits that were issued during the preceding month. Sussex may conduct spot inspections to determine compliance with Sussex requirements.

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

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

4.2 Sewer Extensions

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

b. Sussex shall approve the submitted plans if such plans are consistent with the Sussex 2020 Sewer Service Facility Plan, Sussex's rules and regulations and are located within the service area as presented in Exhibit 3. The flows and loadings resulting from the sewer extension shall not cause the Capacity Allocation as determined in Section 3.2 to be exceeded.

4.3. Right of Inspection

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

4.4. Clearwater Enforcement

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

4.5 Adoption of Sewer Service Ordinance

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

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

4.6. Sewage Treatment Rates

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

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

b. The adjusted sewer user charge rate will be applied to the total wastewater flow as metered at Lisbon' connection point(s). Consideration may be given for infiltration and inflow into interceptors upstream from Lisbon' connection point(s).

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

4.7. Billing Procedures

With regard to charges for providing wastewater treatment to the ESA, Lisbon shall complete payments in accordance with the 1992 Agreement. With regard to providing wastewater treatment to the ASA, Lisbon shall be liable for payment of all charges. Sussex shall bill Lisbon monthly commencing upon connection. Lisbon shall pay each invoice within 30 days after the date of billing, and if not so paid, the account shall be considered delinquent. Delinquent payments shall be subject to a late payment charge of 1-1/2% per month. Before Lisbon can contest any charge or billing, the charge or billing shall be paid in full.

4.8 Retained Plant Charge and Interceptor Capacity Charge

a. A Retained Plant Charge shall be levied pursuant to Chapter 13 of Sussex Municipal Code. The Retained Plant Charge is designed to recover the net asset value of the existing Sussex wastewater treatment facilities that will be retained for future use. This charge shall be collected by Lisbon before Lisbon issues a plumbing permit for

connection to Lisbon's sewerage system. Lisbon shall forward the collected charges to Sussex within 30 days after collection.

b. An Interceptor Capacity Charge shall be levied pursuant to Chapter 13 of the Sussex Municipal Code. The Interceptor Capacity Charge is designed to recover the costs incurred for providing excess capacity to accommodate future growth in the Sussex interceptor system. This charge shall be applicable to Lisbon only in the event that the Lisbon's sewerage system is connected directly to the Sussex interceptor system. This charge shall be collected by Lisbon before Lisbon issues a plumbing permit for connection to the Lisbon' sewerage system. Lisbon shall forward the collected charges to Sussex within 30 days after collection.

V. CAPITAL COSTS AND FUTURE COST SHARING

5.1 Wastewater Treatment Facility

Sussex is planning to construct, operate, and maintain an expansion to the Village's existing wastewater treatment facility. The estimated total project cost for this facility expansion shall be determined by a Facilities Plan, yet to be commenced. Actual total project costs will be finalized upon completion of the project. Total project costs shall include all professional services costs incurred by Sussex for planning, design, and construction of the facility. Based on the requested flows and loadings as determined by the Facilities Plan, Lisbon shall be responsible for the pro rata share of the total costs of the expansion and upgrade based upon the ratio of capacity designated to serve the ASA (less the paid-for capacity reallocated from the OSA) versus the total additional capacity of the expansion and upgrade. It is anticipated that Sussex will obtain State of Wisconsin Clean Water Fund assistance in the form of a subsidized interest rate loan and may consider local borrowing to finance the construction of this project. As currently structured, the Clean Water Fund loan repayments will not begin until one year after completion of the project. Biannual interest payments during the construction of the facility will be required. In the event Sussex does not receive Wisconsin Clean Water Fund assistance, Sussex reserves the right to review the entire project and financing options.

It is Sussex's intention to serve as the designated management agency for the construction of this project. This designation will require Sussex to apply for all financing assistance, award all contracts, and oversee construction. As interest loan payments become due, Sussex shall invoice Lisbon its proportionate share. At the time of project completion, the remaining balance of the Clean Water Fund loan will be allocated between the parties using the formula referenced above. Lisbon agrees to execute a separate financial assistance agreement with the State of Wisconsin for its portion of the total project cost, and agrees to assume the responsibility for repayment, of their share of the loan.

In the event that Sussex has undertaken any local borrowing to finance the wastewater treatment facility project, Lisbon agrees to pay Sussex its pro rata share of such debt at the time of project completion.

5.2 Financial Risks

Each party shall act to minimize the financial risk for the other

5.3 Future Cost Sharing

It is understood by Lisbon that the Sussex wastewater treatment facility is listed as a regional facility. Additions to either plant capacity or upgrading treatment processes as required by growth or maintaining compliance with DNR and EPA regulations may be necessary in the future.

In the event the State of Wisconsin does not execute a separate financial assistance agreement with Lisbon, Lisbon agrees to pay Sussex its percentage of the loan payments for the original loan executed between the State and Sussex.

In the event Sussex is required to upgrade or change the treatment processes to maintain compliance with DNR and EPA regulations, Lisbon shall be required to participate in capital cost sharing according to its percentage share of capacity rights in the wastewater treatment facility.

VI. ADMINISTRATION OF AGREEMENT

6.1 Technical Advisory Committee

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

6.2 Books and Records

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

6.3 Disputes

a. Discussion Before Dispute Resolution At least sixty (60) days before initiating dispute resolution to enforce this Agreement, the party contemplating such dispute resolution shall so notify in writing the other party and request a meeting to discuss and resolve the matter in contention. Prior to initiating any dispute resolution, all outstanding charges due and owing shall be satisfied. The party receiving such notification shall make itself available at reasonable times and places for such discussions and attempted resolution. The parties represent that they will each make a good faith effort to resolve any disputes that may arise between them.

b. Arbitration. Arbitration shall be the dispute resolution mechanism for any unresolved dispute arising out of, resulting from or relating to the contractual elements of this Agreement. Arbitration shall be the sole remedy unless both parties stipulate in writing to seek court relief. The arbitration process shall be determined by a three - (3) person arbitration panel. Each party shall select one qualified arbitrator to serve on the panel. The two selected arbitrators shall select the third and final arbitrator. Within fifteen days after selection of the arbitrators, the arbitration proceedings shall commence; provided however, the parties may mutually agree to an extension.

The written award of the arbitration panel shall require a minimum of two votes and the award shall be limited to the interpretation of this Agreement. The party that does not prevail in the arbitration shall pay the cost of the arbitration including the fees of the arbitrators. The parties will pay their own professional's fees, expert witness fees and out of pocket expenses.

c. Public Service Commission. The parties hereto agree to be bound by the provisions of Section 66.079(9), Wisconsin Statutes, in the resolution of any dispute concerning the interpretation of rates, rules and practices of the parties.

6.4 Penalties and Remedies

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

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

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

6.5 Accounting Method

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

6.6 Notices

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

Town of Lisbon
W 234 N 8676 Woodside Road
Sussex, WI 53089

Village of Sussex
N64 W23760 Main Street
Sussex, WI 53089

VII. MISCELLANEOUS

7.1 Entire Agreement

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

7.2 Previous Agreement

To the extent the parties have previously agreed upon any matter that is the subject of this Agreement, this Agreement shall supersede all previous agreements between the parties as to that issue or issues. Moreover, this agreement supersedes the 1989 and 1992 Agreement except as specifically stated herein.

7.3 Effective Date

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

7.4 Term of Contract

This Agreement shall be in effect through 2025, the design life of the wastewater treatment facility, unless the Agreement is terminated or extended by mutual agreement. Specific terms of this Agreement shall be renegotiated in the event of an occurrence beyond the control of Sussex, or caused by a governmental agency, and not covered by this Agreement.

Sussex shall provide notification to Lisbon of termination of the Agreement six (6) months prior to expiration of the Agreement. When renegotiating the Agreement, consideration shall be given to prior municipal contributions and any salvage value attributable to the existing facility.

7.5 Effect of Contract

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

7.6 Severability

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

7.7 Binding Agreement

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

Signed by the Village of Sussex this 22nd day of January, 2001.

VILLAGE OF SUSSEX

By: Patricia K. Bartlett
Patricia K. Bartlett, President

ATTEST:
By: M. Chris Swartz
M. Chris Swartz, Administrator

Michael M. Knapp
Michael M. Knapp, Village Trustee

Ralph P. Benka
Ralph P. Benka, Village Trustee

Fred Gallant
Fred Gallant, Village Trustee

Hank Carlson
Hank Carlson, Village Trustee

Allen Olmstead
Allen Olmstead, Village Trustee

Vicki Braden
Vicki Braden, Village Trustee

Signed by the Town of Lisbon this 22nd day of January, 2001.

TOWN OF LISBON

By: Gerald J. Schmitz
Gerald J. Schmitz, Chair

ATTEST:

By: Jeffrey Musche
Jeffrey Musche, Clerk

Peter C. Chycinski

Peter C. Chycinski, Town Supervisor

Ronald Evert

Ronald Evert, Town Supervisor

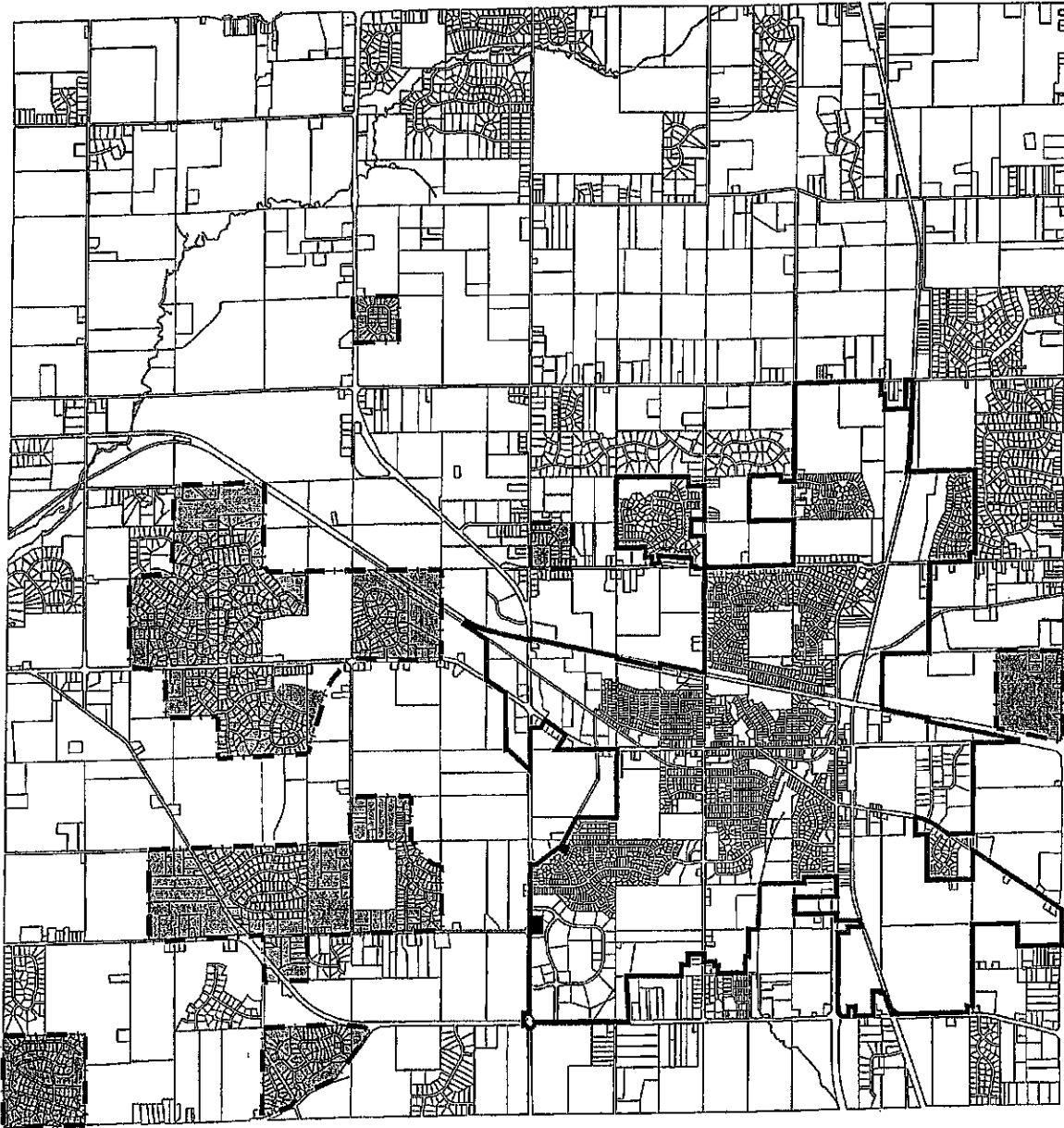
David Gettelman

David Gettelman, Town Supervisor



Daniel F. Meissner

Daniel Meissner, Town Supervisor

EXHIBIT 1
OLD SERVICE AREA (OSA)
VILLAGE OF SUSSEX
WAUKESHA COUNTY, WISCONSIN



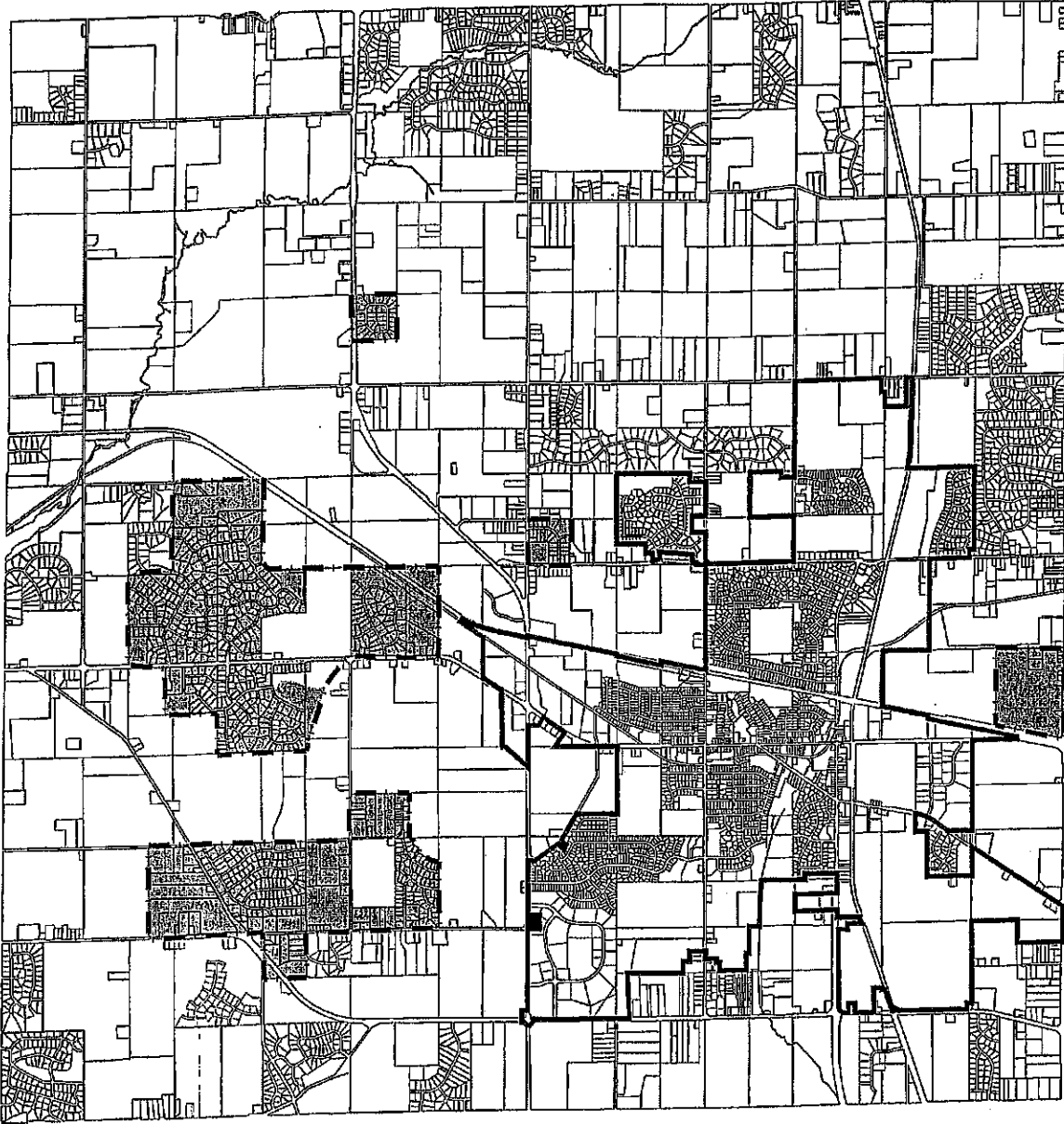
LEGEND

-  CURRENT MUNICIPAL BOUNDARY
-  OLD SERVICE AREA (OSA)



**EXHIBIT 2
EXISTING SERVICE AREA (ESA)**

**VILLAGE OF SUSSEX
WAUKESHA COUNTY, WISCONSIN**



LEGEND



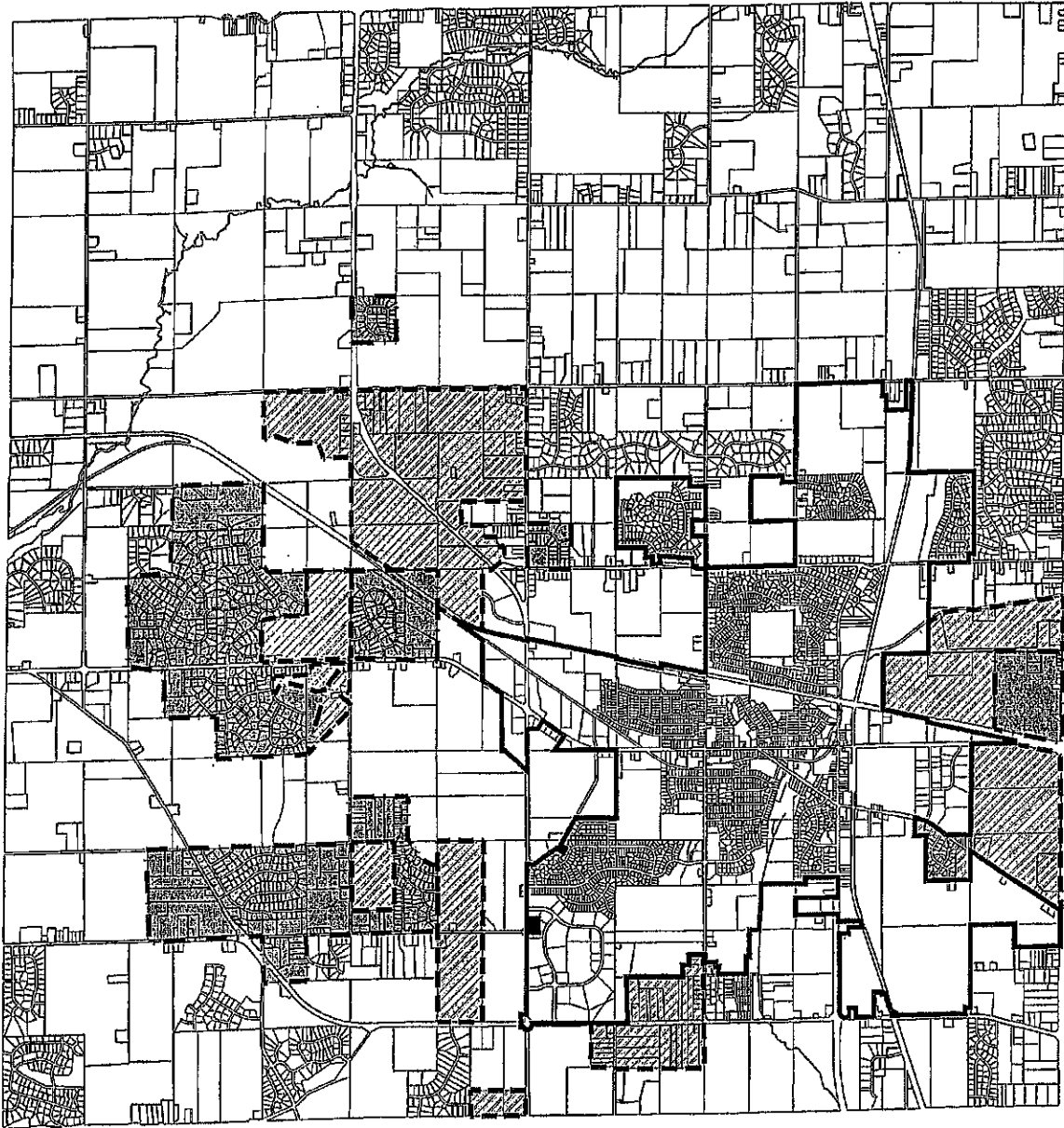
-  CURRENT MUNICIPAL BOUNDARY
-  EXISTING SERVICE AREA (ESA)



EXHIBIT 3
ADDED SERVICE AREA (ASA)
VILLAGE OF SUSSEX
WAUKESHA COUNTY, WISCONSIN



LEGEND

- CURRENT MUNICIPAL BOUNDARY
- Existing Service Area (ESA) (fine grid pattern)
- Added Service Area (ASA) (diagonal hatching)



Exhibit 4
Lisbon Debt Payment Schedule

| Date | Principal | Coupon | Interest | Debt Service |
|--------------|--------------------|--------|------------------|--------------------|
| 2/1/1994 | | | \$30,050 | \$30,050 |
| 8/1/1994 | | | \$30,050 | \$30,050 |
| 2/1/1995 | | | \$30,050 | \$30,050 |
| 8/1/1995 | | | \$30,050 | \$30,050 |
| 2/1/1996 | | | \$30,050 | \$30,050 |
| 8/1/1996 | | | \$30,050 | \$30,050 |
| 2/1/1997 | | | \$30,050 | \$30,050 |
| 8/1/1997 | | | \$30,050 | \$30,050 |
| 2/1/1998 | | | \$30,050 | \$30,050 |
| 8/1/1998 | | | \$30,050 | \$30,050 |
| 2/1/1999 | | | \$30,050 | \$30,050 |
| 8/1/1999 | \$100,000 | 4.60% | \$30,050 | \$130,050 |
| 2/1/2000 | | | \$27,750 | \$27,750 |
| 8/1/2000 | \$200,000 | 4.75% | \$27,750 | \$227,750 |
| 2/1/2001 | | | \$23,000 | \$23,000 |
| 8/1/2001 | \$250,000 | 4.90% | \$23,000 | \$273,000 |
| 2/1/2002 | | | \$16,875 | \$16,875 |
| 8/1/2002 | \$250,000 | 5.00% | \$16,875 | \$266,875 |
| 2/1/2003 | | | \$10,625 | \$10,625 |
| 8/1/2003 | \$225,000 | 5.00% | \$10,625 | \$235,625 |
| 2/1/2004 | | | \$5,000 | \$5,000 |
| 8/1/2004 | \$200,000 | 5.00% | \$5,000 | \$205,000 |
| Total | \$1,225,000 | | \$527,100 | \$1,752,100 |

TOWN OF LISBON



EXHIBIT - H

PROJECTED LAND USES
FOR ADDED SERVICES AREA (ASA)
IN TOWN OF LISBON
RECEIVING VILLAGE SEWER SERVICE

LEGEND

- COMMERCIAL
- INDUSTRIAL
- SINGLE FAMILY RESIDENTIAL
1.0 AC. PER UNIT DENSITY
- MULTIPLE FAMILY - DUPLEX
0.71 AC. PER UNIT
- CONDOMINIUMS - 0.71 AC. PER UNIT
- INSTITUTIONAL
- VILLAGE OF SUSSEX
- COMMERCIAL
SUBJECT TO SUSSEX APPROVAL
OF DETAILED DEVELOPMENT PLAN
- INSTITUTIONAL - SUBJECT TO
SUSSEX APPROVAL OF DETAILED
DEVELOPMENT PLAN

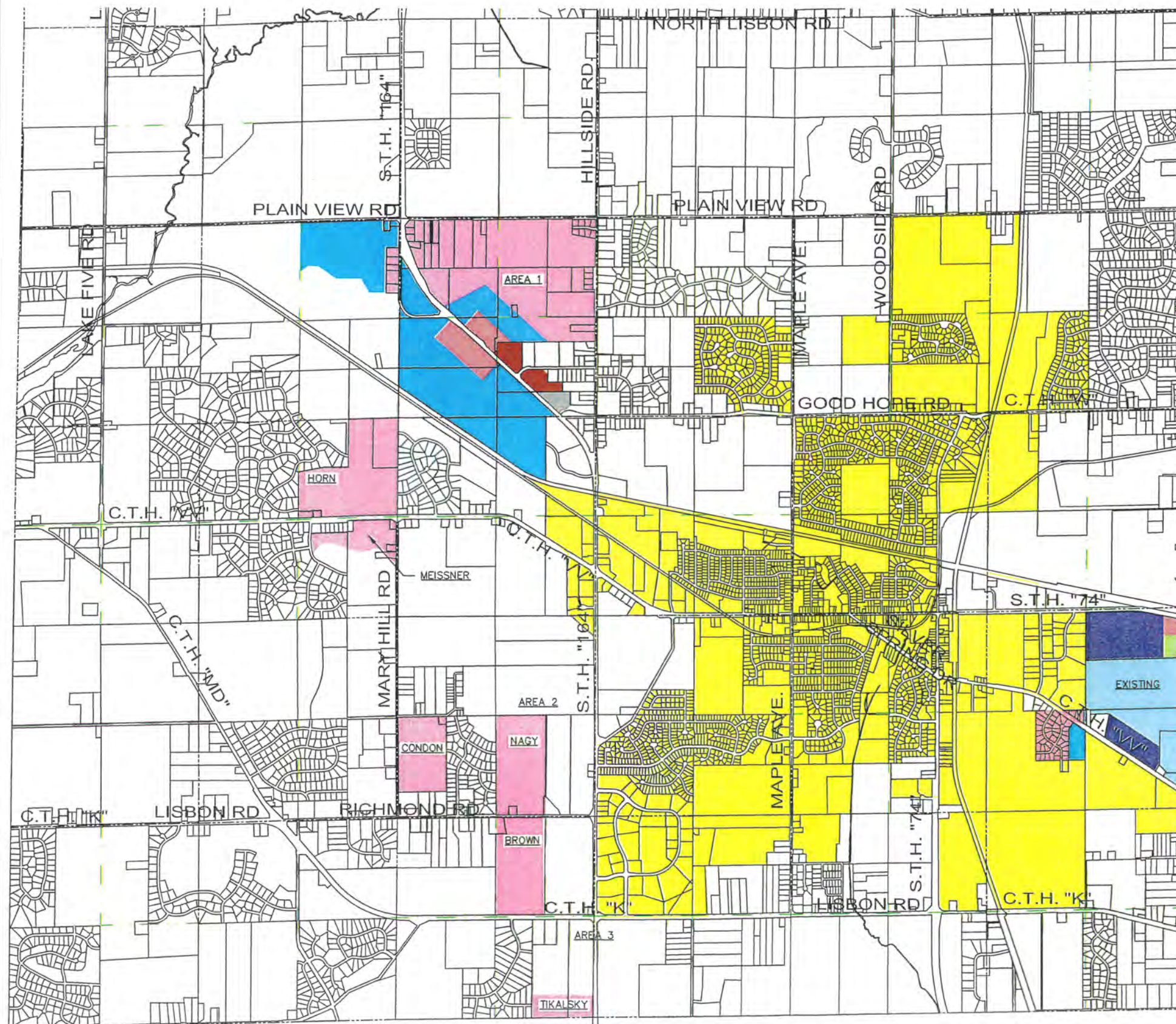


EXHIBIT I

EXHIBIT I: Capacities Provided in Intermunicipal Agreement Between The Town of Lisbon and The Village of Sussex for Year 2025 Development
 Village of Sussex and Town of Lisbon Border Negotiations
 Village of Sussex, Waukesha County, Wisconsin

| Basin | Population | Gross Commercial or Industrial Acres | Average Daily Flow in gallons per day | Total Peak Hourly Flow in gallons per day | Average Daily BOD Loading in gallons per day | Average Daily TSS Loading in gallons per day | Average Daily Nitrogen Loading in gallons per day | Average Daily Phosphorous Loading in gallons per day |
|--|------------|--------------------------------------|---------------------------------------|---|--|--|---|--|
| Area 1 | 817 | 56.6 | 173,810 | 434,525 | 253.8 | 278.5 | 37.7 | 4.4 |
| Area 4 | 159 | 88.2 | 114,870 | 287,175 | 167.8 | 184.0 | 24.9 | 2.9 |
| Nagy | 233 | 0 | 32,620 | 81,530 | 47.6 | 52.3 | 7.1 | 0.8 |
| Brown | 269 | 0 | 37,660 | 94,150 | 55.0 | 60.3 | 8.2 | 0.9 |
| Fikalski | 62 | 0 | 8,680 | 21,700 | 12.7 | 13.9 | 1.9 | 0.2 |
| HWY "K" Miscellaneous | 438 | 0 | - | - | - | - | - | - |
| Condon | 146 | 0 | 20,410 | 51,180 | 29.9 | 32.7 | 4.4 | 0.5 |
| Nagy Condos | 165 | 0 | 23,100 | 57,750 | 33.7 | 37.0 | 5.0 | 0.6 |
| Horne | 209 | 0 | 29,260 | 73,150 | 42.7 | 46.9 | 6.3 | 0.7 |
| Meissner | 59 | 0 | 8,260 | 20,650 | 12.1 | 13.2 | 1.8 | 0.2 |
| Hajlquist-Dawson | 985 | 0 | - | - | - | - | - | - |
| Total Added Service Area | 3542 | 144.8 | 448,700 | 1,121,750 | 655.3 | 718.9 | 97.4 | 11.2 |
| A-3 - excluding Horne and Meissner areas | 1595 | 0 | 223,300 | 558,250 | 326.1 | 357.8 | 48.4 | 5.6 |
| A-4 - excluding Condon area | 1170 | 0 | 163,800 | 409,500 | 239.2 | 262.4 | 35.5 | 4.1 |
| A-5 | 70 | 0 | 9,800 | 24,580 | 14.3 | 15.7 | 2.1 | 0.2 |
| A-6 | 111 | 0 | 15,540 | 38,850 | 22.7 | 24.9 | 3.4 | 0.4 |
| Willow Springs Mobile Home Park | 500 | 0 | 70,000 | 175,000 | 102.2 | 112.2 | 15.2 | 1.8 |
| Total Existing Service Area | 3446 | 0 | 482,440 | 1,206,100 | 704.5 | 773.0 | 104.7 | 12.1 |
| Total - Proposed Agreement | 6988 | 144.8 | 931,140 | 2,327,850 | 1359.8 | 1491.9 | 202.0 | 23.3 |
| Town of Lisbon Sanitary District No. 1 | 1911 | 0 | 270,000 | 680,000 | 394.1 | 433.0 | 59.1 | 7.4 |
| Total - Town of Lisbon | 8899 | 144.8 | 1,201,140 | 3,007,850 | 1753.9 | 1924.9 | 261.1 | 30.7 |

EXHIBIT B THE 2020 IGA

STATE OF WISCONSIN

VILLAGE OF SUSSEX

WAUKESHA COUNTY

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

Resolution No. 20-23

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

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

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

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

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

WHEREAS, the Town and Village desire to enter into new Utility Agreements that shall supersede the prior Utility Agreements as provided herein and be incorporated into a new Boundary Stipulation and Intermunicipal Agreement; and,

WHEREAS, Wis. stats. section 66.0301(6) (c) 1. provides that before the new Boundary Stipulation and Intermunicipal Agreement may take effect, it must be approved by the governing body of each municipality by the adoption of a resolution.

NOW, THEREFORE, BE IT RESOLVED that the Village Board of the Village of Sussex approves the Boundary Stipulation and Intermunicipal Agreement dated September 8, 2020.

ADOPTED this 8th day of September, 2020.

DATED THIS 8th DAY OF September, 2020



VILLAGE OF SUSSEX

By: *Anthony LeDonne*
Anthony LeDonne, President

Attest:

By: *Sam Liebert*
Sam Liebert, Village Clerk

RESOLUTION 12-20

RESOLUTION RELATIVE TO APPROVAL OF THE BOUNDARY STIPULATION AND INTERMUNICIPAL AGREEMENT BETWEEN THE TOWN OF LISBON AND THE VILLAGE OF SUSSEX

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

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

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

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

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

WHEREAS, the Town and Village desire to enter into new Utility Agreements that shall supersede the prior Utility Agreements as provided herein and be incorporated into a new Boundary Stipulation and Intermunicipal Agreement; and,

WHEREAS, Wis. stats. section 66.0301(6) (c) 1. provides that before the new Boundary Stipulation and Intermunicipal Agreement may take effect, it must be approved by the governing body of each municipality by the adoption of a resolution.

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Village of Sussex approves the Boundary Stipulation and Intermunicipal Agreement dated July 23, 2020.

PASSED AND ADOPTED by the Town Board of the Town of Lisbon, Waukesha County, Wisconsin this 24th day of August, 2020.



TOWN BOARD, TOWN OF LISBON
WAUKESHA COUNTY, WISCONSIN

BY: [Signature]
JOSEPH OSTERMAN, Chairman

ATTEST:
BY: [Signature]
STEVEN A. BRAATZ, JR.
Interim Clerk-Treasurer

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

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

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

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

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

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

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

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

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

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

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

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

I. TERMINATION OF THE 2001 IGA.

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

II. VILLAGE GROWTH AREA.

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

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

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

- B. It is the intent of the Parties to encourage the detachment of the VGA from the Town prior to the VGA Sunset date, and accordingly, the Town shall not permit development or division of individual parcels within the VGA. Upon occurrence of any of the following events, the Town and Village shall adopt detachment ordinances transferring jurisdiction of the individual parcels from the Town to the Village upon the occurrence of any of the following events:
1. The owners' request of each individual parcel to be attached the village.
 2. Any land division, or the combination of individual parcels of land whether the land division or land combination occurs by certified survey map, subdivision plat, mete and bounds legal description, deed, judgment, or any other method accomplishing the same.
 3. Request of any property owner for the extension of any Village service, including but not limited to sanitary sewer and water service.
 4. The development of any parcel. As used herein, the term "Development" shall include any request for rezoning, application for issuance or modification of a Conditional Use or Special Use Permit, application for any Use Variance, Site Plan or Plan of Operation, the approval of which is required under the Town Zoning Code for any change of use of the Parcel.
 5. Any structural improvement to the Property, the estimated fair market value of which is five thousand dollars (\$5,000.00) or more.
- C. Before the VGA Sunset, or upon the occurrence of an event requiring the detachment of a Parcel as provided in paragraph B above, the Village shall enact an Ordinance attaching the Parcel or Parcels to the Village, and shall provide the Town with a copy of the Attachment Ordinance. The Town, within forty-five (45) days of the receipt of the Village Attachment Ordinance, enact a similar Ordinance detaching the Parcel or Parcels from the Town, and shall provide the Village with the Detachment Ordinance. The Village Clerk shall thereafter file, record and send copies of the Attachment and Detachment Ordinances and any other required documentation, in accordance with the provisions of Sec. 66.02217(9)(a), Wis. Stats. The failure to file, record or send all of the information required

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

III. ESTABLISHMENT OF PERMANENT BOUNDARY BETWEEN TOWN AND VILLAGE.

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

IV. INCORPORATION OF THE TOWN

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

V. DESIGN CRITERIA IN “VILLAGE GATEWAY” AREAS OF THE TOWN.

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

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

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

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

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

VI. UTILITIES.

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

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

VII. WAIVER OF EXTRATERRITORIAL PLAT APPROVAL AND ZONING AUTHORITY.

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

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

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

VIII. SUCCESSOR.

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

IX. NON-SEVERABILITY.

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

DATED THIS 8th DAY OF September, 2020


VILLAGE OF SUSSEX

By: 
Anthony LeDonne, Village President

Attest:
By: 
Sam Liebert, Village Clerk

DATED THIS 24th DAY OF August, 2020

TOWN OF LISBON

By: 
Joseph Osterman, Town Chairman

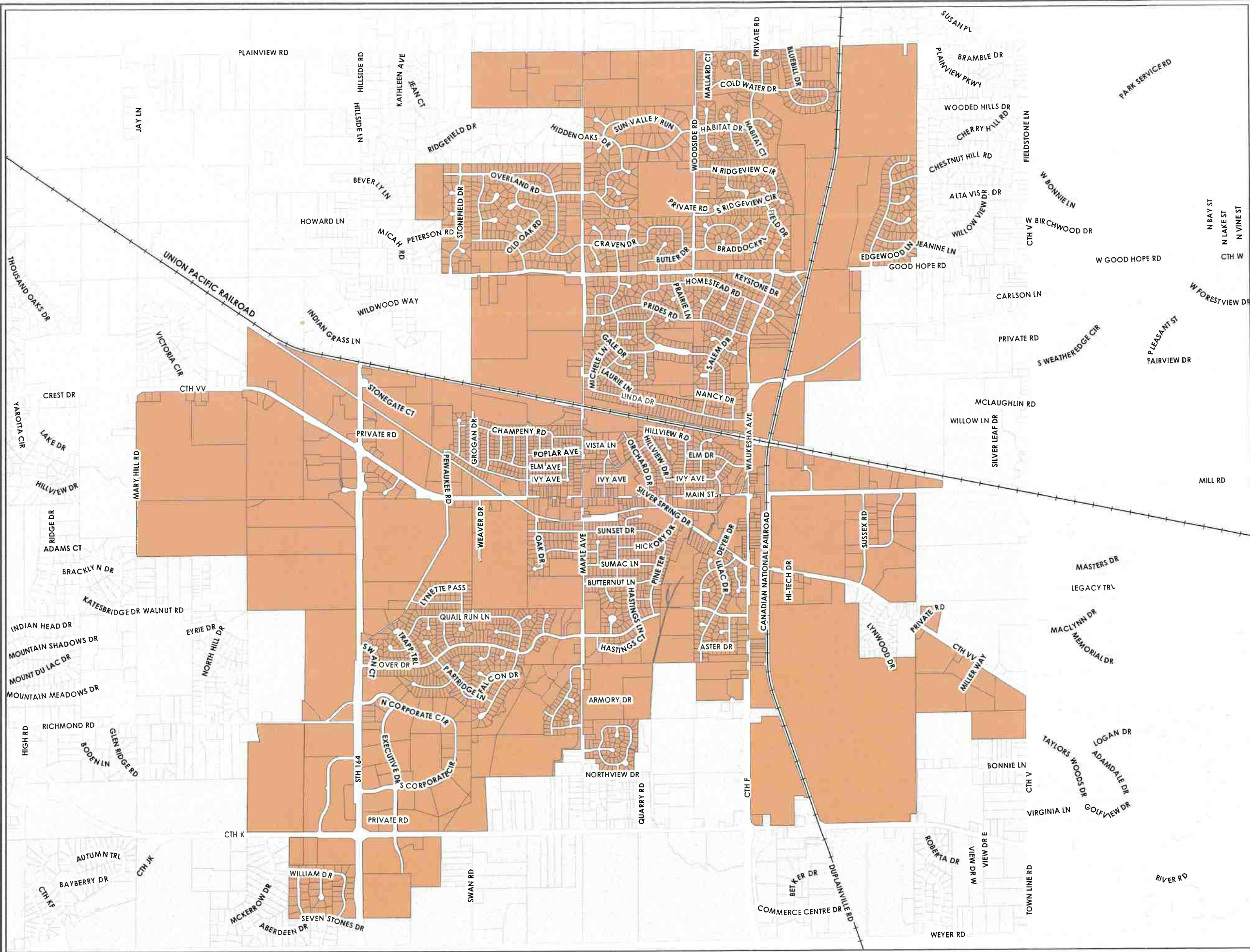
Attest: 
Steven A. Braatz, Jr., Interim Clerk

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

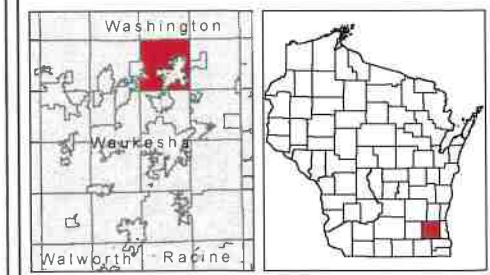
EXHIBIT

A

Exhibit A Village of Sussex Future Permanent Boundaries



- Railroads
- Future Village of Sussex Parcels
- Future Town of Lisbon Parcels
- Other Municipal Parcels



Date Created: 07/21/2020
Date Amended:

vierbicher
planners engineers advisors

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

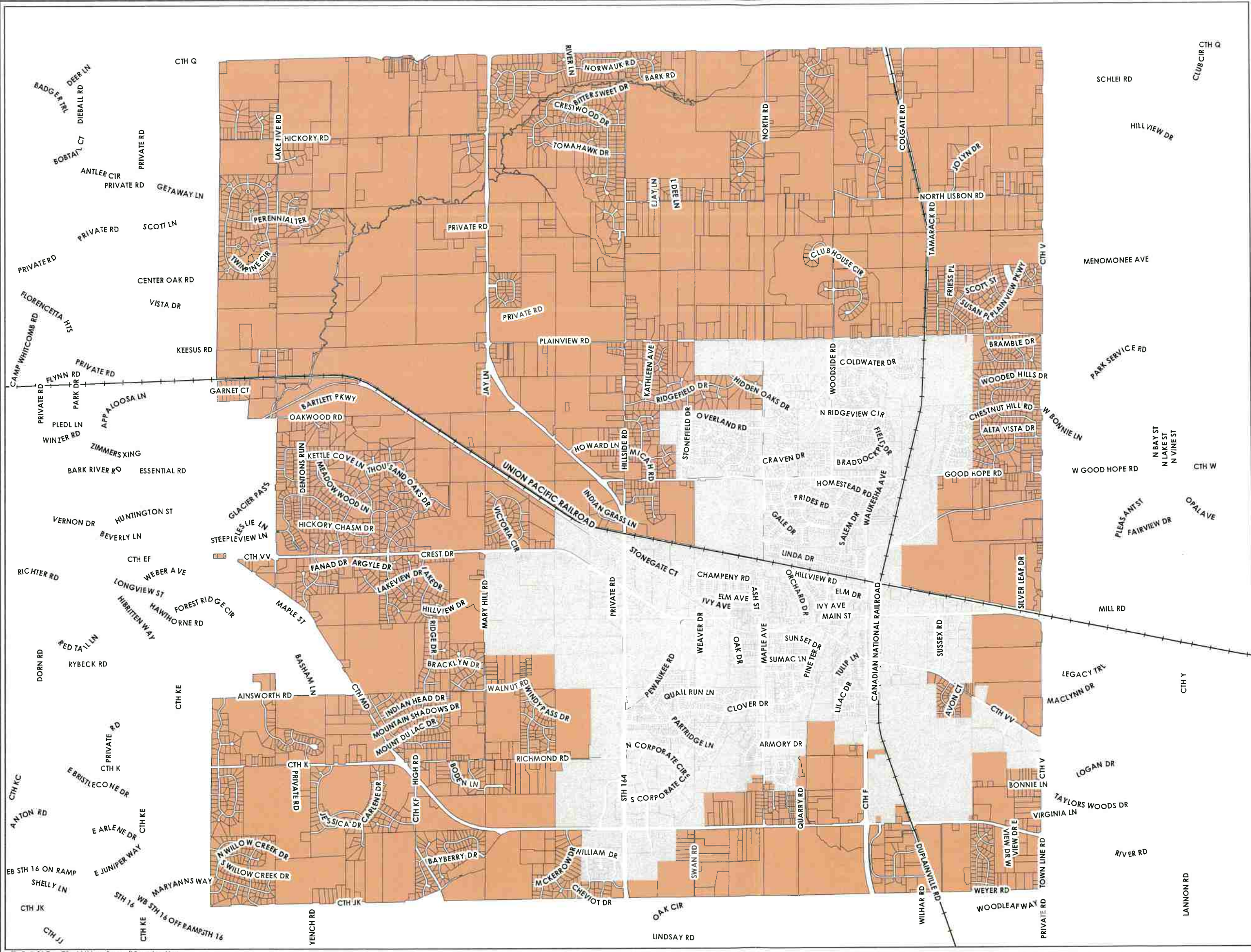
Data Sources: Waukesha County, Town of Lisbon

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

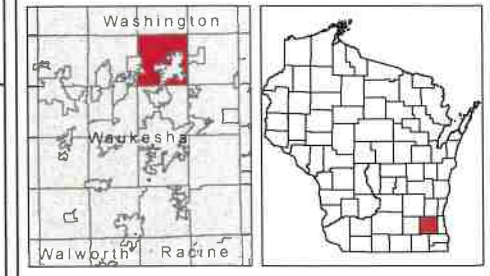
EXHIBIT

B

Exhibit B Town of Lisbon Future Permanent Boundaries



- Railroads
- Future Town of Lisbon Parcels
- Future Village of Sussex Parcels
- Other Municipal Parcels



Date Created: 07/21/2020
Date Amended:

0 0.325 0.65 1.3
Miles



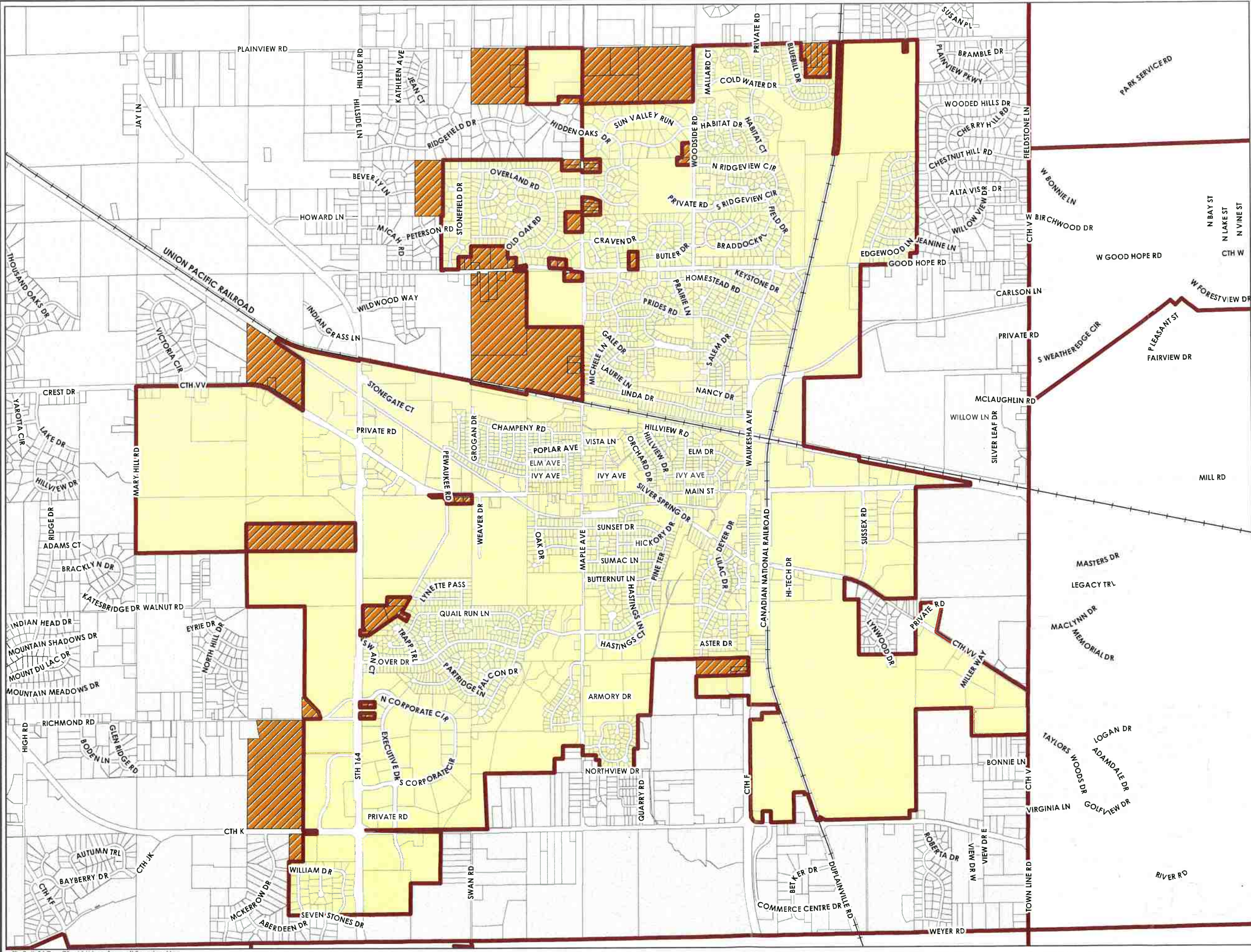
REEDSBURG - MADISON - PRAIRIE DU CHIEN - MILWAUKEE METRO
N27 W23957 Paul Road, Suite 105, Pewaukee, WI 53072
Phone: (262) 875-5000 Fax: (608) 826-0530







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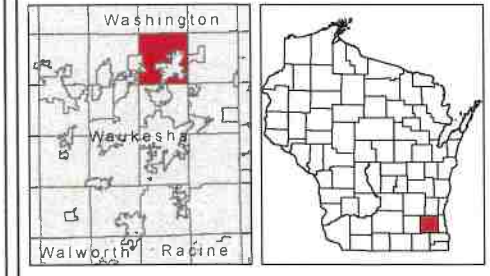
Data Sources: Vierbicher, Waukesha County, Town of Lisbon


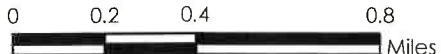
EXHIBIT C

Village of Sussex Growth Area Map (VGA)



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



Date Created: 07/06/2020
 Date Amended:





REEDSBURG - MADISON - PRAIRIE DU CHIEN - MILWAUKEE METRO
 N27 W23957 Paul Road, Suite 105, Pewaukee, WI 53072
 Phone: (262) 875-5000 Fax: (608) 826-0530
 Data Sources: Vierbicher, Waukesha County, Town of Lisbon

File Path: \\Corp\Clients\Lisbon, Town of\Boundary Map

| UNIQUE TAX KEY COUNT | DATA SET | TAXKEY | SITE ADDRESS | PLACE NAME | OWNER NAME | POSTAL ADDRESS |
|----------------------|----------|----------------|----------------------------|----------------|--|---|
| 1 | DL_2020 | LSBT0194992 | N79W22983 PLAINVIEW RD | TOWN OF LISBON | KELVIN R KOBS | N79W22983 PLAINVIEW RD, LISBON, WI 530891610 |
| 2 | DL_2020 | LSBT0194993 | N79W22959 PLAINVIEW RD | TOWN OF LISBON | MICHAEL WALSH AND TERESA WALSH | N79W22959 PLAINVIEW RD, LISBON, WI 53089 |
| 3 | DL_2020 | LSBT0194994 | N79W22937 PLAINVIEW RD | TOWN OF LISBON | DONALD C HUTSON AND FERN M HUTSON | N79W22937 PLAINVIEW RD, SUSSEX, WI 53089 |
| 4 | DL_2020 | LSBT0194995 | N79W22891 PLAINVIEW RD | TOWN OF LISBON | GORSKI LIVING TRUST | N79W22891 PLAINVIEW RD, LISBON, WI 53089 |
| 5 | DL_2020 | LSBT0194996 | N79W22889 PLAINVIEW RD | TOWN OF LISBON | GARY G BOE AND MARJORIE M BOE | W220N7288 COVENTRY MEADOWS CT, SUSSEX, WI 530892375 |
| 6 | DL_2020 | LSBT0197998 | N79W23011 PLAINVIEW RD | TOWN OF LISBON | CHARLES DAHM AND SANDRA DAHM | N79W23011 PLAINVIEW RD, LISBON, WI 53089 |
| 7 | DL_2020 | LSBT0198995 | N79W23885 PLAIN VIEW RD | TOWN OF LISBON | COREY A SMITH | N79W23885 PLAIN VIEW RD, LISBON, WI 530891525 |
| 8 | DL_2020 | LSBT0198996 | N79W23767 PLAIN VIEW RD | TOWN OF LISBON | WILLIAM PEREGO III AND PAMELA PEREGO | N79W23767 PLAINVIEW RD, LISBON, WI 53089 |
| 9 | DL_2020 | LSBT0198997001 | W235N7617 WOODSIDE RD | TOWN OF LISBON | JOHN PLESE AND SHERYL PLESE | W235N7617 WOODSIDE RD, LISBON, WI 53089 |
| 10 | DL_2020 | LSBT0198998 | | TOWN OF LISBON | WILLIAM KUMPREY AND JUDY KUMPREY | 4443 S 50TH ST, GREENFIELD, WI 53220 |
| 11 | DL_2020 | LSBT0198999 | W235N7941 WOODSIDE RD | TOWN OF LISBON | JUDITH A MORTL REVOCABLE TRUST | W235N7941 WOODSIDE RD, LISBON, WI 53089 |
| 12 | DL_2020 | LSBT0199989 | N72W23772 GOOD HOPE RD | TOWN OF LISBON | JAMES R SCHINNER AND DIANA CASPARY-SCHINNER | N72W23772 GOOD HOPE RD, LISBON, WI 53089 |
| 13 | DL_2020 | LSBT0199991 | W239N7414 MAPLE AVE | TOWN OF LISBON | CURTIS R HACKBARTH AND SHARON M HACKBARTH | W239N7456 MAPLE AVE, SUSSEX, WI 530892039 |
| 14 | DL_2020 | LSBT0199992 | | TOWN OF LISBON | CURTIS R HACKBARTH AND SHARON M HACKBARTH | W239N7414 MAPLE AVE, LISBON, WI 53089 |
| 15 | DL_2020 | LSBT0199993 | | TOWN OF LISBON | CURTIS R HACKBARTH | W239N7456 MAPLE AVE, LISBON, WI 53089 |
| 16 | DL_2020 | LSBT0199994 | W239N7456 MAPLE AVE | TOWN OF LISBON | CURTIS R HACKBARTH | W239N7456 MAPLE AVE, LISBON, WI 53089 |
| 17 | DL_2020 | LSBT0199995 | W239N7562 MAPLE AVE | TOWN OF LISBON | RYAN P WEISTER | W239N7562 MAPLE AVE, LISBON, WI 530892041 |
| 18 | DL_2020 | LSBT0199996 | W239N7574 MAPLE AVE | TOWN OF LISBON | LINDA M JOHNSON | W239N7574 MAPLE AVE, LISBON, WI 530892041 |
| 19 | DL_2020 | LSBT0199997 | W239N7596 MAPLE AVE | TOWN OF LISBON | THOMAS NOVACEK AND STEPHANIE NOVACEK | W239N7596 MAPLE AVE, LISBON, WI 530892041 |
| 20 | DL_2020 | LSBT0199999001 | W235N7585 WOODSIDE RD | TOWN OF LISBON | JASON H WEGNER AND TIFFANY A WEGNER | W235N7585 WOODSIDE RD, LISBON, WI 53089 |
| 21 | DL_2020 | LSBT0201998001 | N79W24255 PLAINVIEW RD | TOWN OF LISBON | MARY REINHARD SIEGEL TRUST | 2272 BRIANWOOD CT, DECATUR, GA 30033 |
| 22 | DL_2020 | LSBT0201998002 | N79W24255 PLAINVIEW RD | TOWN OF LISBON | JEFFREY RITCHE | N79W24255 PLAINVIEW RD, LISBON, WI 53089 |
| 23 | DL_2020 | LSBT0201999002 | W240N7813 MAPLE AVE | TOWN OF LISBON | RICHARD F SCHMIDT AND CATHERINE M SCHMIDT | W240N7813 MAPLE AVE, LISBON, WI 530892046 |
| 24 | DL_2020 | LSBT0203999 | N74W24659 LAUREN DR | TOWN OF LISBON | RICHARD A MERSEK | N74W24659 LAUREN DR, LISBON, WI 530895433 |
| 25 | DL_2020 | LSBT0203999002 | N72W24516 GOOD HOPE RD | TOWN OF LISBON | JON KUZBA AND CHERI KUZBA | N72W24516 GOOD HOPE RD, LISBON, WI 53089 |
| 26 | DL_2020 | LSBT0203999003 | N72W24540 GOOD HOPE RD | TOWN OF LISBON | JAMES BUSCHKE AND CARRIE BUSCHKE | N72W24540 GOOD HOPE RD, LISBON, WI 53089 |
| 27 | DL_2020 | LSBT0204993 | N72W24130 GOOD HOPE RD | TOWN OF LISBON | THEODORE E DHEIN AND KRISTIN L DHEIN | N72W24130 GOOD HOPE RD, LISBON, WI 530891904 |
| 28 | DL_2020 | LSBT0204996 | N72W24090 GOOD HOPE RD | TOWN OF LISBON | THOMAS NOWAK AND JOAN NOWAK | N72W24090 GOOD HOPE RD, LISBON, WI 530891902 |
| 29 | DL_2020 | LSBT0204997 | N72W24474 GOOD HOPE RD | TOWN OF LISBON | JAMES RADTKE AND JULIE RADTKE | N72W24474 GOOD HOPE RD, LISBON, WI 530891933 |
| 30 | DL_2020 | LSBT0204998002 | N72W24444 GOOD HOPE RD | TOWN OF LISBON | JOHN FUGARINO AND SANDRA L FUGARINO | N72W24444 GOOD HOPE RD, LISBON, WI 530891933 |
| 31 | DL_2020 | LSBT0204998003 | N72W24360 GOOD HOPE RD | TOWN OF LISBON | ROBERT KLINGELHOETS AND S KLINGELHOETS | N72W24360 GOOD HOPE RD, LISBON, WI 53089 |
| 32 | DL_2020 | LSBT0204998004 | W240N7375 MAPLE AVE | TOWN OF LISBON | CUDNOHOSKI DEVELOPMENT LLC | W240N7375 MAPLE AVE, LISBON, WI 53089 |
| 33 | DL_2020 | LSBT0204998005 | N72W24320 GOOD HOPE RD | TOWN OF LISBON | JAMES R SCHNEIDER AND LORI L SCHNEIDER | N72W24320 GOOD HOPE RD, LISBON, WI 53089 |
| 34 | DL_2020 | LSBT0204999002 | W240N7595 MAPLE AVE | TOWN OF LISBON | PHILIP J REEVES | W240N7595 MAPLE AVE, LISBON, WI 530892040 |
| 35 | DL_2020 | LSBT0204999003 | W240N7571 MAPLE AVE | TOWN OF LISBON | JOHN SCHULTE AND KATHLEEN SCHULTE | W240N7571 MAPLE AVE, LISBON, WI 53089 |
| 36 | DL_2020 | LSBT0225997 | N68W25422 SILVER SPRING DR | TOWN OF LISBON | SHAWN S ZABEL | N68W25422 SILVER SPRING DR, LISBON, WI 53089 |
| 37 | DL_2020 | LSBT0225998004 | N68W25424 SILVER SPRING DR | TOWN OF LISBON | GORDON S RANKIN AND MAHALA B RANKIN | W156N4881 PILGRIM RD, MENOMONEE FALLS, WI 530516920 |
| 38 | DL_2020 | LSBT0229992 | W240N7181 MAPLE AVE | TOWN OF LISBON | ALAN SCHMACKLE AND CHERIE SCHMACKLE | W240N7181 MAPLE AVE, LISBON, WI 53089 |
| 39 | DL_2020 | LSBT0229994 | W240N6859 MAPLE AVE | TOWN OF LISBON | JAMI MARIE VODICKA AND ANTHONY MICHAEL VODICKA | W240N6859 MAPLE AVE, LISBON, WI 530892613 |
| 40 | DL_2020 | LSBT0229995 | N71W24397 GOOD HOPE RD | TOWN OF LISBON | RONALD L SATHER | N71W24397 GOOD HOPE RD, LISBON, WI 53089 |
| 41 | DL_2020 | LSBT0229996 | | TOWN OF LISBON | URBANSCAPE DEVELOPMENT LLC | W245N4837 SWAN RD, PEWAUKEE, WI 530721401 |
| 42 | DL_2020 | LSBT0229996001 | W240N6881 MAPLE AVE | TOWN OF LISBON | MICHAEL TETZLAFF AND NANCY E TETZLAFF | W240N6881 MAPLE AVE, LISBON, WI 53089 |
| 43 | DL_2020 | LSBT0229997 | | TOWN OF LISBON | URBANSCAPE DEVELOPMENT LLC | W245N4837 SWAN RD, PEWAUKEE, WI 53072 |
| 44 | DL_2020 | LSBT0229998 | | TOWN OF LISBON | URBANSCAPE DEVELOPMENT LLC | W245N4837 SWAN RD, PEWAUKEE, WI 53072 |
| 45 | DL_2020 | LSBT0229998001 | N71W24433 GOOD HOPE RD | TOWN OF LISBON | THE JOHN S BINDER AND MARY E BINDER JOINT | N71W24433 GOOD HOPE RD, LISBON, WI 530891934 |
| 46 | DL_2020 | LSBT0229998002 | N71W24477 GOOD HOPE RD | TOWN OF LISBON | JOHN SZAFRANSKI AND THERESA SZAFRANSKI | N71W24477 GOOD HOPE RD, LISBON, WI 53089 |
| 47 | DL_2020 | LSBT0248980 | W233N5721 WAUKESHA AVE | TOWN OF LISBON | PAULS ACRES LLC | N56W23418 MITCHELL LN, SUSSEX, WI 53089 |
| 48 | DL_2020 | LSBT0248981 | | TOWN OF LISBON | JKO ENTERPRISES LLC | W345N5764 ROAD G, OCONOMOWOC, WI 53066 |
| 49 | DL_2020 | LSBT0248983005 | | TOWN OF LISBON | PAUL ACRES LLC | N56W23418 MITCHELL LN, SUSSEX, WI 53089 |
| 50 | DL_2020 | LSBT0250993 | W247N6021 PEWAUKEE RD | TOWN OF LISBON | BRIAN J RUFFING AND JILL C RUFFING | N60W24603 ROCKY HOLLOW PASS, SUSSEX, WI 53089 |
| 51 | DL_2020 | LSBT0250997 | N63W24535 SILVER SPRING DR | TOWN OF LISBON | JODI L MARX | N63W24535 SILVER SPRING DR, LISBON, WI 530892641 |
| 52 | DL_2020 | LSBT0250998 | N63W24577 SILVER SPRING DR | TOWN OF LISBON | RICHARD A STONE | PO BOX 103, SUSSEX, WI 53089 |
| 53 | DL_2020 | LSBT0250999 | N63W24511 SILVER SPRING DR | TOWN OF LISBON | JOHN ANTHONY AND LISA ANTHONY | N63W24511 SILVER SPRING DR, LISBON, WI 530892641 |
| 54 | DL_2020 | LSBT0251991 | W249N5608 STATE ROAD 164 | TOWN OF LISBON | STEVEN WILDE AND KARA WILDE | W249N5608 STATE ROAD 164, LISBON, WI 53089 |
| 55 | DL_2020 | LSBT0251993 | W249N5662 STATE ROAD 164 | TOWN OF LISBON | DENNIS BARNES AND JANICE BARNES | W249N5662 STATE ROAD 164, LISBON, WI 53089 |
| 56 | DL_2020 | LSBT0251995 | | TOWN OF LISBON | WAUKESHA COUNTY AND PARKS & LAND USE | 515 W MORELAND BLVD ROOM AC148, WAUKESHA, WI 53188 |
| 57 | DL_2020 | LSBT0251996 | W249N5935 PEWAUKEE RD | TOWN OF LISBON | WANDA B PULVERMACHER REVOCABLE TRUST | 825 BASSWOOD ST, HOFFMAN ESTATES, IL 601694416 |
| 58 | DL_2020 | LSBT0251997 | W247N6063 PEWAUKEE RD | TOWN OF LISBON | RACHEL BERNICE SHIMMIN | 2808 MADISON ST UNIT C, WAUKESHA, WI 531884567 |
| 59 | DL_2020 | LSBT0251998 | W247N6002 PEWAUKEE RD | TOWN OF LISBON | ALLEN EBEL AND BARBARA EBEL | W247N6002 PEWAUKEE RD, LISBON, WI 53089 |
| 60 | DL_2020 | LSBT0253998 | | TOWN OF LISBON | PAUL JR & SANDRA BOBOWITZ REVOCABLE TRUST | N93W29174 WOODCHUCK WAY, COLGATE, WI 53017 |

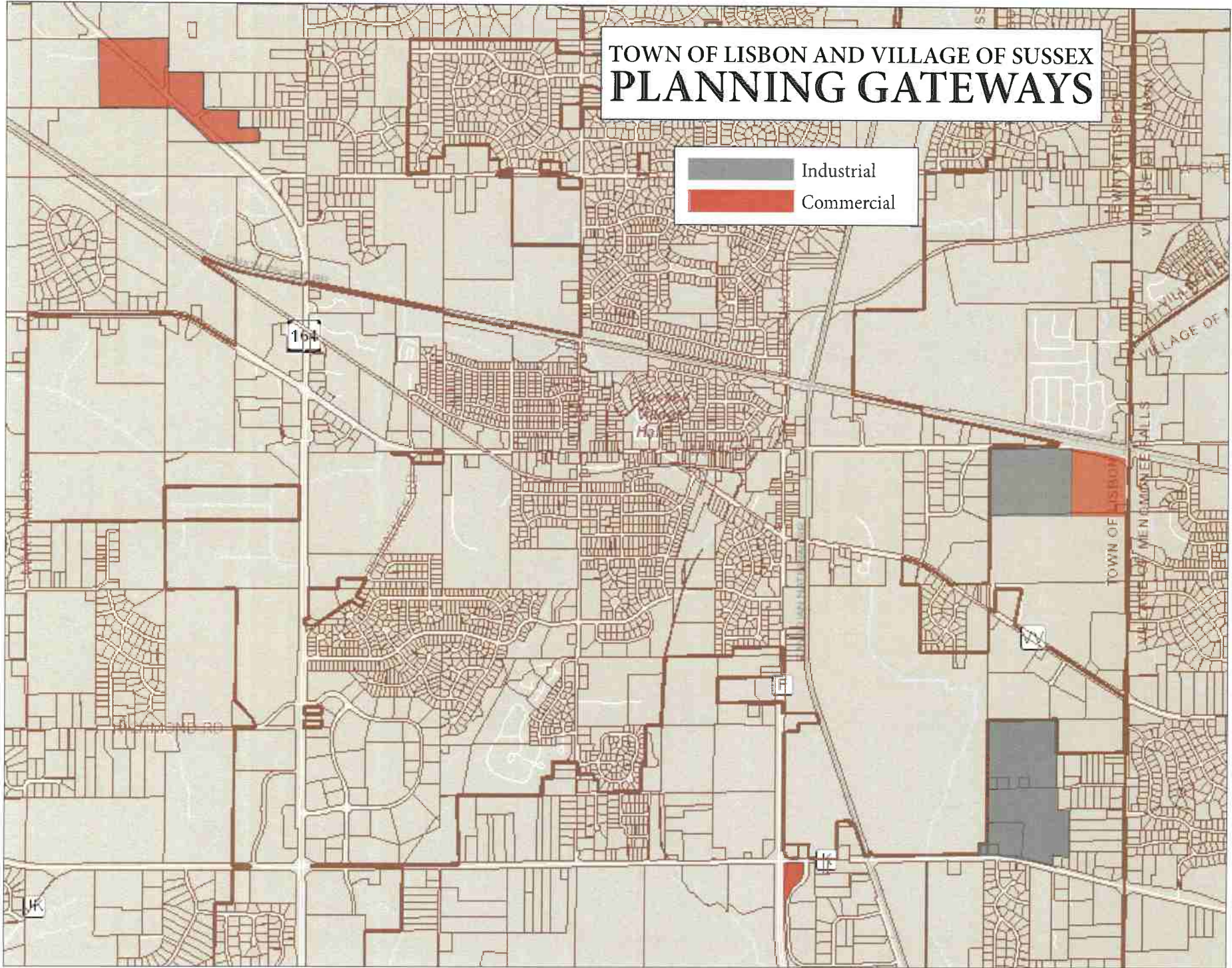
| | | | | | | |
|----|---------------|-------------|-----------------------|----------------|------------------------------------|---|
| 61 | DL_2020 | LSBT0256994 | N56W25236 RICHMOND RD | TOWN OF LISBON | JAMES KOLDKOSKI AND JOAN KOLDKOSKI | N56W25236 RICHMOND RD, LISBON, WI 53089 |
| 62 | Attorney 2020 | LSBT0273998 | N55W25299 RICHMOND RD | Town of Lisbon | BETTE BROWN SLAYTON LIVING TRUST | 2272 DIBERT RD, BEDFORD PA 15522-8221 |
| 63 | | LSBT0276997 | N51W25281 LISBON RD | Town of Lisbon | KEITH AND JENNIFER BRADEN | N51W25281 LISBON RD, PEWAUKEE, WI 53072 |

EXHIBIT

D

TOWN OF LISBON AND VILLAGE OF SUSSEX PLANNING GATEWAYS

| | |
|---|------------|
|  | Industrial |
|  | Commercial |



EXHIBIT

E

ADDENDUM E

Design Standards

FOR
TOWN OF LISBON

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

Adopted _____

DESIGN STANDARDS

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

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

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

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

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SECTION 1 SITE PLANNING

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

1.1 Development Concepts

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

1.2 (Intentionally Blank)

1.3 Traffic and Utilities

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

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

- (B) Appropriate distances shall be maintained, as determined by the government agency with jurisdiction for the road, between intersections along arterial streets for safety and ease of traffic flow.
- (C) Intersections on local roads shall be no less than 250 feet apart for safety and ease of traffic flow unless otherwise dictated by exceptional topography or other limiting factors of good design.
- (D) Snow storage areas shall be delineated on the site plan to ensure snow can safely be removed from parking and driving areas without damaging landscaping or illegally placing snow in the public right of way.
- (E) Development shall incorporate opportunities for future public transit services.
- (F) All utilities shall be placed underground unless such placement is found to be unrealistic as determined by the Town Plan Commission, or Town Board, as applicable, and based on recommendations by the Town Engineer.

- (G) When designing storm water facilities the designer of the facilities shall think about the impact of water coming onto the site from other areas, how the sites design will impact water quality after flowing across the site, and how water will leave the site. Attention to how the facilities can positively affect the quality of the site design should also be taken into consideration.
- (H) Lighting shall be incorporated into developments so that it does not impose on adjacent land uses. The lighting used shall be consistent with the architectural theme of the building and of the neighboring buildings. The lighting structure shall be as minimal in height as possible. The lighting shall follow the Land Use Plan or other Plans as may be approved from time to time by the Town. See Lighting Section 7 for more information.

1.4 Open Space and Recreation

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

SECTION 2 LANDSCAPING

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

2.1 Landscaping and Buffering Standards

- (A) Berms shall be used to screen high traffic areas from residential homes, break up the visibility from the roadway of large areas of parking, and create separation from dissimilar uses that are adjacent to each other. Berms shall be built with side slopes not exceeding one foot vertical by three feet horizontal unless otherwise approved by the Town Plan Commission or Town Board, as applicable, and shall be maintained with grasses or alternative landscaping satisfactory to the Town Plan Commission or Town Board, as applicable. The buffering shall be in harmony with terrain adjacent to the development site. The developer shall have provisions for ongoing maintenance such as mowing and weed management of the berms.
- (B) Extensive landscaped areas and open spaces shall be in place to reduce the visual intensity of developments. Use buffers and screens, either with landscape, structural, or earthen features to separate vehicular and pedestrian areas, and to beautify/screen parking lots and buildings from the view of the street or other neighboring parcels. A mix of evergreens and deciduous trees shall be used to ensure year-round screening, aesthetics, and balance to the site.

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

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

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

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

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

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

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

Example LUI Calculation

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

4. The following guidelines can be used to help determine the appropriate buffer and landscape design.
 - a. The buffer and landscape requirements are calculated per each side of a parcel (North, East, West, and South) and may often times be different for each side of a parcel depending upon the adjacent uses or roadways in any particular site.
 - b. The total landscaping requirements once determined for each side can be added together for the site and allocated on the site as deemed appropriate by the Town Plan Commission, or Town Board, as applicable, to accomplish the goals of beautifying/ screening parking, accessory structures, and dock doors, and enhancing buildings. Buffer distances must be maintained in each side as required by Table 3 to protect the separation required in that side of the property.

- c. The lineal feet measurement used in Table 3 is calculated by measuring the entire length of the property line on each side of a parcel. The lineal feet measurement of a side is reduced by the portion of the length of the primary building facing that side where no parking lot is found on a perpendicular tangent between the building and the property line on that side and when the building has no dock doors on that side.
- d. In no case shall a landscaping requirement be less than zero.
- e. Parking lots may have special buffering and landscaping requirements as listed in Section 3 Parking.

Land Use Intensity Charts and Diagrams

Table 1 – Land Use Intensity Factor

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

Notes to Table 1.

1. Impervious surface ratio (ISR) is the amount of land covered by buildings, overhangs, porches, canopies and pavement to the amount of land covered by landscaping.
2. Office includes office and medical office uses, and the office fronts of office/warehousing buildings. Special uses in office zones shall require additional buffering, based on their intensity.
3. "General Commercial" is defined as uses that do not have outside activities such as night use drive-up windows, gasoline sales, significant late night parking lot activity or similar impacts adjacent to the lower intensity land use. (i.e. Hardware Store, Non-Drive Thru Restaurants, Drug Stores).
4. "Heavy Commercial" is defined as all other commercial uses not included in note three. (i.e. Department Stores, Movie Theatres, Grocery Stores).
5. For vacant land, the land use intensity shall be assumed to be based on current zoning or land use plan designation, whichever is the most intense.

Table 2. Intervening Right-of-Way Credit

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

Table 3. Land Use Buffer/Landscape Design

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

2.2 Other General Landscaping Guidelines

- (A) Ample green space at least 30 feet in width from the base setback line and 25 feet in width from the base setback line, except where smaller setbacks may be approved from time to time by the Town. Development bordering federal, state, and county highways shall also meet this requirement and include landscape plantings.
- (B) Improve roadway visual quality through the use of vegetation and streetscape amenities consistent with neighboring properties and within the Gateway Areas. There shall be streetscape amenities along arterial streets consistent with overall styles as documented in the Town Design Standards, Land Division Ordinance, or other duly adopted Town Ordinances or Plans. Some examples of streetscape amenities include benches, monuments, decorative lighting, etc.
- (C) All entranceways must have a landscaped area to include a monument sign of stone, marble, brick, or similar type materials including a landscaped plan approved by the Town Plan Commission. The monument sign may be placed in the landscape terrace area if deemed appropriate by the Town Plan Commission.

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

SECTION 3 PARKING

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

- (A) Parking facilities shall include a 30 feet setback from the base setback line along the right of way on arterials, other street yard setbacks are 25 feet from the base setback line of other roads. Side and rear yard offsets are a minimum of 5 feet to property line. A variance may be granted if approved by both Lisbon and Sussex (Plan Commissions or Boards, as applicable), to reduce the setbacks if the public good would not be served by the setbacks and adequate screening can be substituted.
- (B) Parking facilities over 1 acre shall include public activity center features at major access points to key buildings and shall be designed for orderly egress and ingress.
- (C) Parking lot, street way, and walkway lighting shall not impact upon adjacent residential areas, but shall be well lit to provide safe transportation.
- (D) Promote shared parking facilities to minimize visual impacts of expansive lots. Shared parking facilities shall have a shared parking facility agreement.
- (E) Parking facilities shall include the use of strategically placed islands of natural landscaping material to break up expanses of paving. This will:
 - 1. Create multiple small parking lots in the place of a few large lots to increase the visual quality of public areas.
 - 2. Divide up the "seas" of parking by designing individualized parking precincts for the various uses in a mixed use neighborhood.
 - 3. Maintain an end island area next to the last parking stall in the row to provide adequate turning and maneuvering room.
- (F) Parking facilities shall maintain safety and pedestrian comfort within parking and circulation areas. To accomplish this:
 - 1. Parking lots shall not directly abut buildings on a site, but shall be transitioned by a pedestrian walkway at least five feet in width. The transition shall also include landscaping or amenities to present a safe and attractive border to the parking lot.

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

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

SECTION 4 BUILDINGS AND STRUCTURES

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

4.1 General Building Materials and Architectural Details

- (A) Town standards will take precedence over any national or regional branding.
- (B) Building facades shall not be capped by long unbroken structural lines or repeating of monotonous design. Building facades that use varying setbacks are encouraged.
- (C) Building material and architectural details shall maintain continuity and rhythm with each other to develop an appropriate building character for each area. To accomplish this:
 1. The exterior of all buildings shall be made of natural materials, (wood, brick, stone, or decorative masonry block, etc.) and no metal exteriors are allowed.
 2. Facades of buildings shall maintain no more than 50% of each length of elevation without some type of window, door openings, or architectural articulation to prevent large expanses of unbroken wall.
 3. Roof material that is visible should be dimensional shingles and color to be consistent with building color. Metal roofs shall only be considered in rare occasions for commercial buildings if the metal roof is deemed to be significantly tied to the style of architecture for the building and fits with the small town feel of the Town. Metal roofs shall be limited to entrance features such as canopies and gables visible from the street frontage.

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

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

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

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

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

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

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

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

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

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

SECTION 5 SIGNAGE

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

SECTION 6 PEDESTRIAN ORIENTATION

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

- (A) Developments shall provide for pedestrian connections between private buildings, the public sidewalk and trail systems. To accomplish this:
1. Where deemed necessary by the Town Plan Commission, or Town Board, as applicable, the developer shall provide a minimum 6 feet wide pedestrian way along the frontage of development. Said walkway shall be hard surfaced per Lisbon's Paving Specifications.
 2. Pedestrian walkways within a development shall be linked to any existing or planned public walkway or sidewalk abutting the development.
 3. Parking lots shall have clearly defined and accented pedestrian ways to accommodate safe passage from parked vehicles and connections to offsite walkways or bike paths.
 4. Walkways paralleling driveways and parking lots in commercial areas shall be at least five feet wide to provide for easy passage of two pairs of walkers.
 5. Walkway designs should not force pedestrians to back track past stores in order to exit the area.
 6. Bicycle parking spaces shall be provided within business and office districts in convenient and secure locations.
- (B) Developments shall provide for pedestrian-scale public spaces and amenities at the entrance to buildings. To accomplish this:
1. Information and directory signs shall be provided for pedestrians.
 2. Developments shall include special paving and vegetation to highlight commercial building entrances and vehicular/pedestrian intersection crosswalks. Crosswalks adjacent to building entrances that service over 50 parking spaces shall be of a contrasting pavement treatment.
 3. Businesses are encouraged to provide attractive store fronts and outdoor cafes along walkways. Pedestrian corridors shall avoid use of blank building walls, parking lot intrusion, and unattractive design features along the walkway.
 4. Amenities such as drinking fountains, benches, and bike racks should be incorporated in walkways/pedestrian areas within parking lots.

- (C) Developments shall enhance pedestrian safety. To accomplish this:
1. Pedestrian walkways shall be separated from auto roadways.
 2. Pedestrian ways shall be visually open and well lighted to promote a feeling of personal safety.
 3. Pedestrian crossings shall not require crossing more than two lanes. Where pedestrian crossings exceed two lanes, a crossing device shall be used to minimize the traffic lanes needing to be crossed at one point.
 4. Vehicle speeds shall be reduced at pedestrian crossings by use of a combination of signage, curb extensions, rumble strips, or other traffic control devices.
 5. Attractive and safe pedestrian areas should be created by placing buildings close together and focused towards public areas. Walking distances between parking and popular destinations should be minimized.

SECTION 7 LIGHTING

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

- (A) Decorative lighting fixtures shall be used to illuminate and highlight all walkways and sidewalks in business, office, industrial districts, and areas adjacent to the development that are designated for walking paths, sidewalks, or other pedestrian pathways.
- (B) Exterior lighting shall be architecturally integrated with building style, materials and colors.
- (C) Exterior lighting of the building and site shall be designed so that light is not directed off the site and the light source is shielded for direct offsite viewing. Decorative light fixtures (i.e., visible light) 12' or less in height may be permitted upon approval of the Town Plan Commission or Town Board, as applicable.
- (D) Fixture mounting height shall be appropriate for the project and the setting. The mounting height for small parking lots and service areas shall not be higher than 18 feet.
- (E) Light poles shall be no higher than 18 feet and the bases shall be buried. Where bases must be exposed they shall be painted to blend in with the surroundings or have a decorative base.
- (F) Where commercial lighting standards are necessary for public safety the development shall also utilize accent lighting on the perimeter of the development.
- (G) The placement of light poles within raised curb planter areas is encouraged except where lighting will be obscured by vegetation.
- (H) The use of vandal resistant well lighting is encouraged for lighting of monument signs.

SECTION 8 ENVIRONMENTAL PROTECTION

- (A) Isolated Natural Resource Areas, and Primary and Secondary Environmental Corridors designated by the SEWRPC, Waukesha County and/or the Town of Lisbon Land Use Plan shall not be utilized for density requirements. These designated areas shall not be disturbed.
- (B) Wetlands, Streams, and Areas designated as navigable streams by the State of Wisconsin Department of Natural Resources must be protected. Wetland restoration and protection plans must be submitted to Town Staff and other agencies as required for approval before any land division or development plat or certified survey map is approved. A stream restoration plan addressing aesthetics, drainage, and erosion must be approved by the Town Engineer and other agencies as required prior to execution of any land division or building permit on a subject property.

SECTION 9 DESIGN STANDARDS AMENDMENT

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

SECTION 10 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Pedestrian Scale – See human scale.

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

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

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

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

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

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

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

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

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

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

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

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

Pedestrian – Scale – See human scale.

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

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

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

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

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

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

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

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

EXHIBIT

F

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

This Agreement entered in to this 23rd day of July, 2020, by and between the Town of Lisbon (herein referred to as “Lisbon”), a municipal corporation organized and existing under the laws of the State of Wisconsin, and the Village of Sussex (herein referred to as “Sussex”), a municipal corporation organized and existing under the laws of the State of Wisconsin.

WITNESSETH:

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

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

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

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

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

I. DEFINITIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. GENERAL INTENT.

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

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

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

III. SERVICE AREA AND CAPACITY.

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

| | |
|--------------------|-------------------------|
| Average Daily Flow | 891,140 gallons per day |
|--------------------|-------------------------|

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

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

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

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

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

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

3.3 Flow Measurement.

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

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

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

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

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

IV. INTERCEPTORS.

4.1 Existing Interceptors.

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

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

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

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

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

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

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

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

4.2 Capital Costs for Replacement of Sewer Interceptors.

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

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

V. **SEWER SERVICE AND CHARGES.**

5.1 Sewer Connections.

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

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

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

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

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

5.2 Sewer Extensions.

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

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

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

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

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

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

5.6 Sewage Treatment Rates.

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

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

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

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

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

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

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

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

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

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

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

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

VI. ADMINISTRATION OF AGREEMENT.

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

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

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

6.3 Disputes.

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

6.4 Penalties and Remedies.

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

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

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

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

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

Town of Lisbon
W234 N8676 Woodside Road
Sussex, WI 53089

Village of Sussex
N64 W23760 Main Street
Sussex, WI 53089

VII. MISCELLANEOUS.

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

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

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

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

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

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

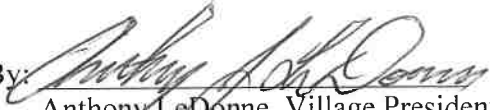
7.6 Severability. If any clause, provision, or section of this Agreement is declared to be invalid by any Court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions of this Agreement.

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

[SIGNATURE LINES ON NEXT PAGE]

Dated this 8th day of September, 2020

VILLAGE OF SUSSEX

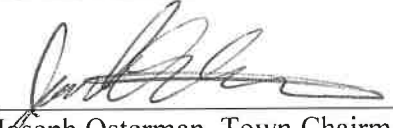
By: 
Anthony LeDonne, Village President

Attest:

By: 
Sam Liebert, Village Clerk

Dated this 24th day of August, 2020

TOWN OF LISBON

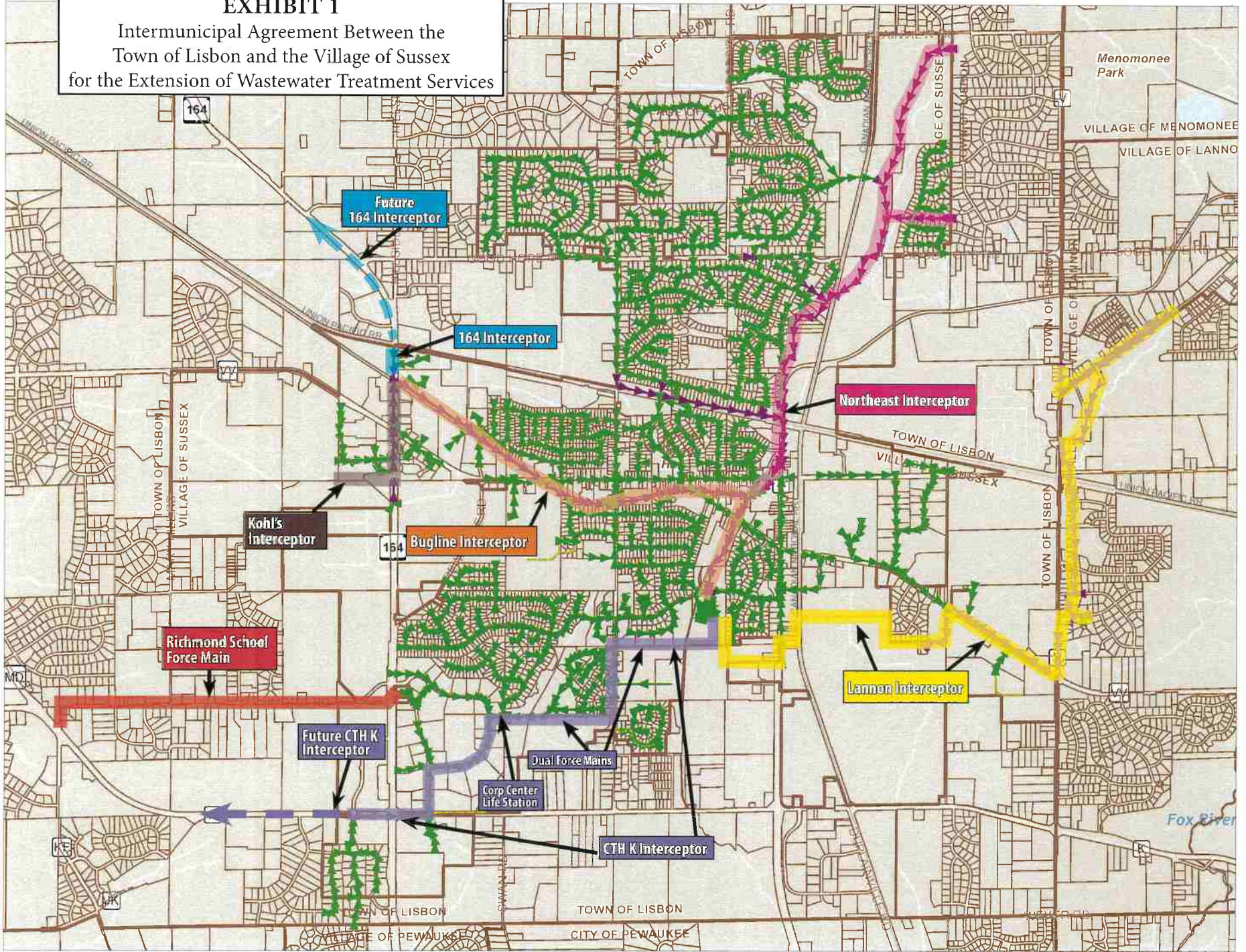
By: 
Joseph Osterman, Town Chairman

Attest:

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

EXHIBIT 1

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



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

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

EXHIBIT 2- SUSSEX AND LISBON SEWER INTERCEPTOR CAPITAL COST SHARES

Kohl's Interceptor

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

Hwy K Interceptor

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

North East Interceptor

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

EXHIBIT G

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

(Sec. 66.0301, Wis. Stats.)

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

WITNESSETH:

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

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

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

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

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

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

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

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

A. RECITALS

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

B. GENERAL INTENT AND OWNERSHIP

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

C. SERVICE AREA AND CAPACITY

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

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

D. TOWN AREA FACILITIES

- (1) The Town shall be responsible and bear all costs for the planning, design, bidding, and construction of the Town Area Facilities needed to serve properties within the 2020 Water Service Area. All plans and specifications for the Town Area Facilities shall be submitted to the Village Engineer for review and approval, which shall be provided promptly and not be unreasonably withheld or denied. The Village Engineer's review shall be to determine consistency with construction requirements and standards of similar Village construction projects. It is expressly recognized that design of the Town Area Facilities shall be consistent with PSC 185.52 Wis. Admin. Code related to system looping to avoid dead-end mains.
- (2) The Village, or its delegee, shall be permitted to periodically inspect construction of the Town Area Facilities.
- (3) If Town Area Facilities will be constructed in the Village, the Village shall grant to the Town any permits, easements or other necessary approvals within public right-of-way or within existing public easements needed for constructing the Town Area Facilities. The Town shall restore any areas disturbed by the construction to pre-construction conditions, and the restoration upon completion of construction must be approved by the Village before final payment by the Town to the contractor retained by the Town for the work, which approval will not be unreasonably withheld.
- (4) Upon completion of the construction of the Town Area Facilities, the Town shall dedicate the Town Area Facilities to the Village and the Village shall accept dedication and ownership. Any warranties shall pass through to the Village.

- (5) The Village shall be responsible for the operation and maintenance of the Town Area Facilities, but it may contract with the Town or a third-party to conduct such operation and maintenance. The Town shall inform the Village of breaks/malfunctions in the Town Area Facilities of which it becomes aware. Any costs incurred in repairs, capital improvements or replacement of Town Area Facilities shall be borne by the Town.
- (6) Any future expansion or extension of the Town Area Facilities to serve additional properties in the 2020 Water Service Area will also be undertaken and paid for by the Town under the process set out in this Section D. Any future expansion or extension of the Town Area Facilities to serve propert(ies) located outside of the 2020 Water Service Area must be approved in writing by the Town and Village.

E. METERS

- (1) The Village shall install meters and remote meter reading technology consistent and compatible with the Village's existing meters and meter reading technology now deployed or to be deployed in the future (to the Village's specification to ensure seamless integration with the Village's existing systems) for accurately measuring the quantity of water delivered to each water customer in the 2020 Water Service Area. The Village shall operate, maintain, calibrate, and read the meters of its retail customers as required by Chapter 196, Wis. Stats., and Chapter PSC 185 of the Wisconsin Administrative Code.
- (2) The Town shall be responsible to adopt necessary ordinances, make necessary contacts, perform scheduling, obtain easements or right of ways, and adopt rules and regulations, so as to allow the Village to install and access said meters and related technology at all times without interference from property owners under this Agreement.
- (3) The Town shall loan the Village an amount equal to the cost to supply and install the meters and remote meter reading technology. The loan shall be at 0% interest and be amortized over 20 years and equal annual payments of principal shall be made on each anniversary of the loan. Additional loans shall be made from time to time as additional expenditures become necessary. The loan shall become immediately due and payable in the event the Town or a sanitary district created by the Town forms its own water utility pursuant to Subparagraph R.(2). The loan repayment under this paragraph and the depreciated purchase price of the meters and

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

F. WATER SUPPLY

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

G. COSTS OF CONSTRUCTION

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

H. LOCAL ORDINANCES

- (1) The Town agrees to adopt, comply and enforce Chapter 12 of the Village's Municipal Code now in existence or enacted or amended and/or renumbered during the existence of this Agreement or any extension thereof; provided however, if any provision of Chapter 12 of the Village's Municipal Code is inconsistent with the terms of this Agreement, that provision shall not be enforced. By way of illustration, but not by way of limitation, to the extent Chapter 12 of the Village Municipal Code requires annexation to the Village as a condition of obtaining water utility service, that provision would be inconsistent with this Agreement and unenforceable.
- (2) The parties agree that the Village may inspect all necessary components of the Town Area Facilities and the Town shall assist the Village to any extent reasonably necessary. The Town agrees to take all reasonable actions to assist the Village in ensuring continuous water supply to water user in the 2020 Water Service Area.

I. WATER SERVICE CONNECTIONS

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

J. BILLING DATES AND PROCEDURES; PAYMENT TERMS

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

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

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

K. DISPUTES

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

L. BOOKS AND RECORDS

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

M. EFFECTIVE DATE

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

N. TERM OF CONTRACT; REMEDIES

- (1) The term of this Agreement shall be fifty (50) years and shall be renewed for fifty (50) year periods thereafter commencing on the anniversary date of this Agreement, 2070, unless the Agreement is terminated by mutual agreement.
- (2) Besides the penalties provided herein, and if violation of the terms of this Agreement occurs or of any rule and regulation of the DNR, the EPA, or other authority having legal jurisdiction in these matters, either party may sue in any court of record for declaratory judgment or other relief as provided by law.

O. EFFECT OF AGREEMENT

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

P. SEVERABILITY

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

Q. BINDING AGREEMENT

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

R. TRANSFER OF OWNERSHIP

- (1) During the term of this Agreement, the Village shall not transfer, pledge, assign or encumber the Town Area Facilities.
- (2) If the PSC authorizes the Town, or a sanitary district or water district created by the Town, to become a public water utility, upon the written request of the Town, and in accordance with any conditions required by the PSC, the Village shall tender, relinquish and transfer all right and interest to the Town Area Facilities and the meters and remote reading technology installed by the Village under Paragraph E, free and clear of any liens or encumbrances, for the consideration of One (\$ 1.00) Dollar plus the depreciated acquisition and installation cost of the meters and remote meter reading technology. Depreciation shall be calculated on a straight-line 20-year depreciation schedule, which is the expected useful life of said meters as approved by the PSC
- (3) Should the Town, or a sanitary district or water district created by the Town, become a public water utility, the Village may, at its right and discretion, have the authority continue service to the Town as a wholesale customer. The Town will support the application for the conversion with the PSC.
- (4) Master Metering System
 - a. Before re-acquiring the Town Area Facilities, the Town shall install an above-ground metering station equipped with a functional telemetry system to enable both the Town and Village to access real-time flows and pressures.
 - b. The Village shall own and maintain the master meter and telemetry system within the above-ground metering station. The master meter shall be tested and calibrated by the Village annually at Village expense. Copies of all system testing and calibration reports shall be submitted to

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

S. PUBLIC SERVICE COMMISSION APPROVAL

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

T. NOTICE


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

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

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

DATED THIS 8th DAY OF September, 2020

VILLAGE OF SUSSEX


By: 
Anthony LeDonne, Village President

Attest:

By: 
Sam Liebert, Village Clerk

DATED THIS 24th DAY OF August, 2020

TOWN OF LISBON

By: 
Joseph Osterman, Town Chairman

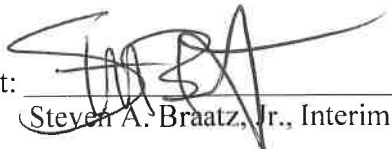
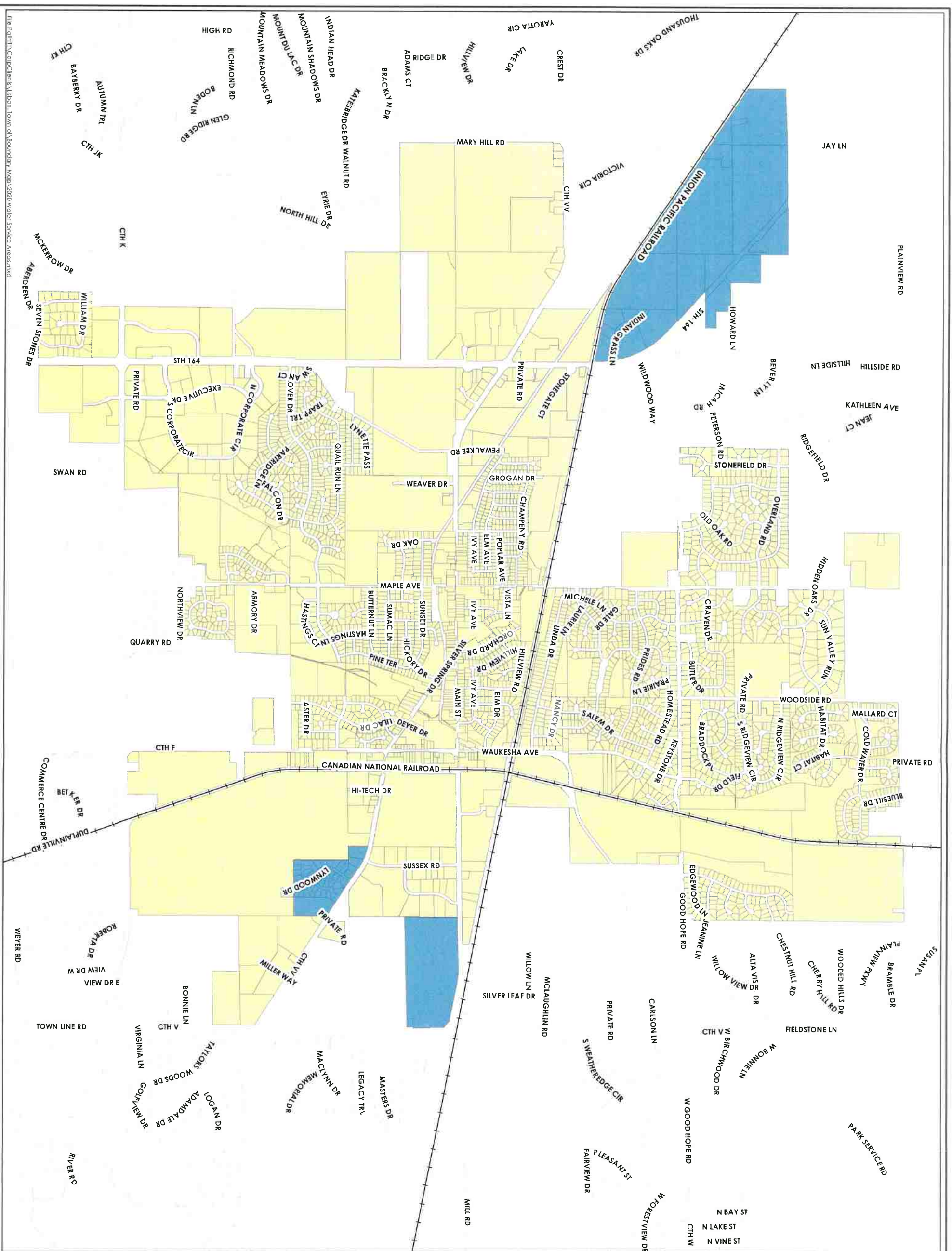
Attest: 
Steven A. Braatz, Jr., Interim Clerk

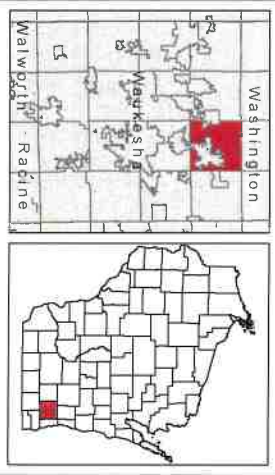
EXHIBIT 1

2020 Water Service Area

Exhibit 1 2020 Water Service Areas



- Water Service Areas
- Railroads
- Current Village of Sussex Parcels
- Other Municipal Parcels



Date Created: 07/23/2020
Date Amended:

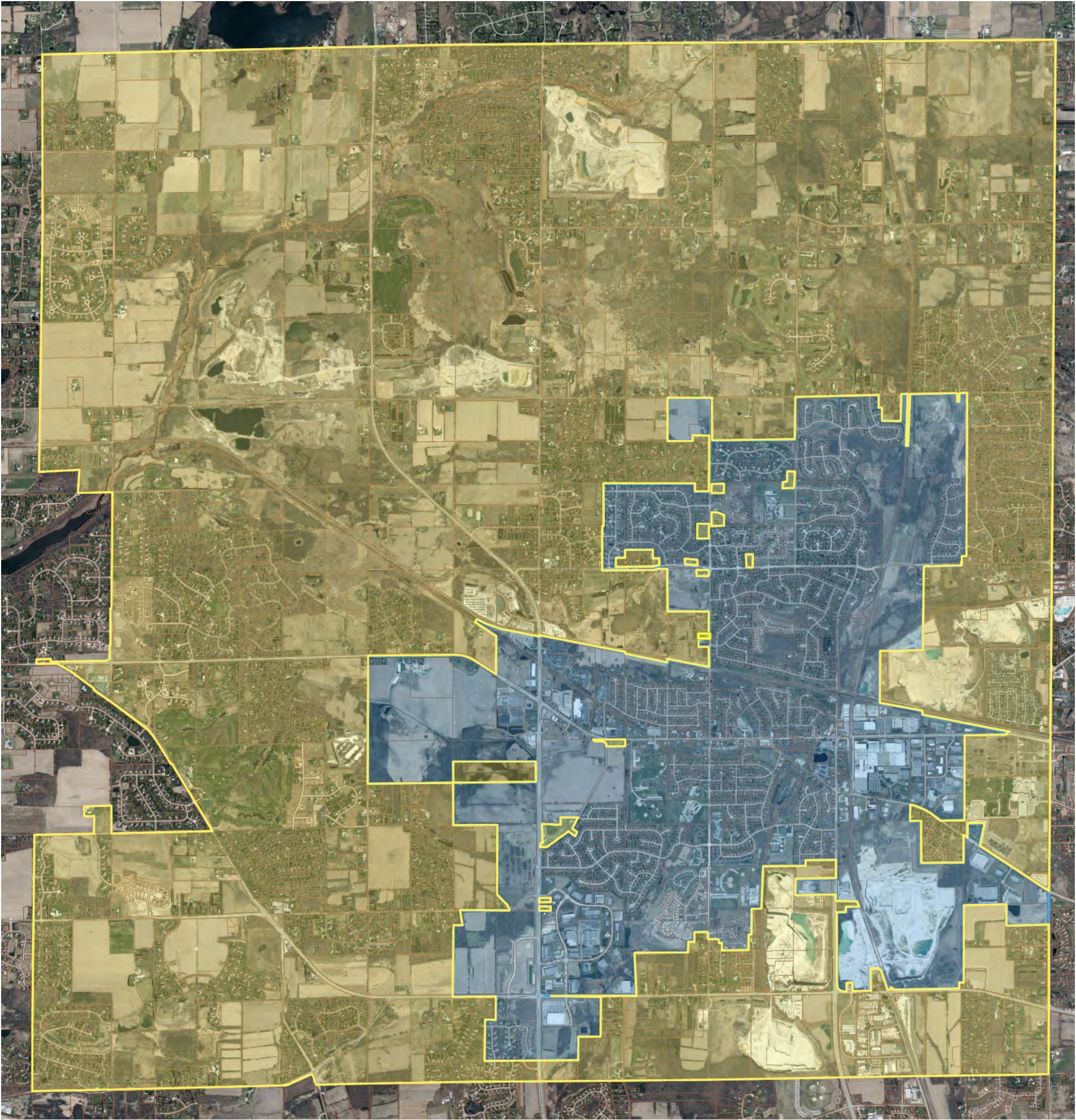


REGDSBURC - MADISON - PRABHU CHEN - MILWAUKEE METRO
N27 W23957 Paul Road, Suite 105, Pewaukee, WI 53150
Phone: (262) 875-3900 Fax: (262) 875-0530

File Path: \\G:\proj\GIS\MapServer\Town of Waikato\Boundary Map\2020 Water Service Areas.mxd

Exhibit C: Map of Current Common Boundaries Plan

Exhibit C: Map of Current Common Boundaries Plan





-  Current Town of Lisbon
-  Current Village of Sussex

EXHIBIT D

AUTHORIZING RESOLUTION 13-20 TOWN OF LISBON



TOWN OF LISBON
W234 N8676 Woodside Rd.
Lisbon, WI 53089

CERTIFICATION


STATE OF WISCONSIN)
)SS
WAUKESHA COUNTY)

I, Steven A. Braatz, Jr., am the duly qualified and acting Town Clerk of the Town of Lisbon, Waukesha County, Wisconsin.

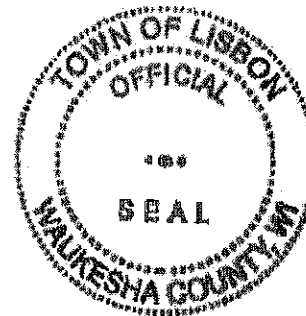
I HEREBY CERTIFY that the foregoing is a true and correct copy of **Resolution 13-20: Resolution authorizing participation in the preparation of a Cooperative Plan**, which was adopted by the Board of Supervisors of the Town of Lisbon on the 14th day of September 2020.

IN WITNESS WHEREOF, I have executed this Certificate in my official capacity this 16th day of September 2020.

Dated this 16th day of September 2020.



STEVEN A. BRAATZ, JR.
Interim Town Clerk



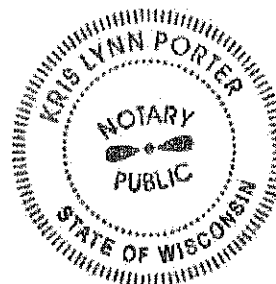
Town of Lisbon, WI

Subscribed and sworn to me this 16th day of September 2020.

Notary Public Kris Lynn Porter

County Waukesha County

Commission expires July 10, 2022



RESOLUTION 13-20

RESOLUTION AUTHORIZING PARTICIPATION IN THE PREPARATION OF A COOPERATIVE PLAN WITH THE VILLAGE OF SUSSEX

WHEREAS, Section 66.0307, Wis. Stats., authorizes municipalities to enter into Cooperative Plans with the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the territory to be included in the Cooperative Plan, consistent with the Comprehensive Plan of each municipality; and,

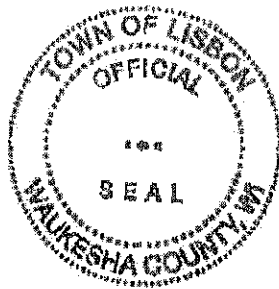
WHEREAS, the Lisbon Town Board has determined that the best interests of the Town will be served by participating in the preparation of a Cooperative Plan in accordance with Section 66.0307, Wis. Stats., which Cooperative Plan shall include territories within the Town of Lisbon and the Village of Sussex; and,

NOW THEREFORE, the Lisbon Town Board does ordain as follows:

BE IT RESOLVED, that Town officials and staff members, acting under the direction and authority of the Town Board be, and hereby are, authorized to participate in the preparation of a Cooperative Plan with the Village of Sussex, which Cooperative Plan shall be prepared and submitted to the Department of Administration for review and approval in accordance with the provisions of Section 66.0307, Wis. Stats.

BE IT FURTHER RESOLVED, that notice of the adoption of this Resolution shall be given in writing, by the Town Clerk, within five (5) days after the adoption of this Resolution, to the municipalities, school districts and other agencies as required by Section 66.0307(4), Wis. Stats.

PASSED AND ADOPTED by the Lisbon Town Board Waukesha County, Wisconsin this 14th day of September, 2020



TOWN BOARD, TOWN OF LISBON
WAUKESHA COUNTY, WISCONSIN

BY: [Signature]
JOSEPH OSTERMAN, Chairman

ATTEST:
BY: [Signature]
STEVEN A. BRAATZ, JR.
Interim Clerk

EXHIBIT E
AUTHORIZING RESOLUTION 19-10 VILLAGE OF SUSSEX

STATE OF WISCONSIN

VILLAGE OF SUSSEX

WAUKESHA COUNTY

RESOLUTION 19-10

**RESOLUTION AUTHORIZING PARTICIPATION IN THE
PREPARATION OF A COOPERATIVE PLAN WITH THE TOWN OF LISBON**

WHEREAS, Section 66.0307, Wis. Stats., authorizes municipalities to enter into Cooperative Plans with the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the territory to be included in the Cooperative Plan, consistent with the Comprehensive Plan of each municipality; and,

WHEREAS, the Sussex Village Board has determined that the best interests of the Village will be served by participating in the preparation of a Cooperative Plan in accordance with Section 66.0307, Wis. Stats., which Cooperative Plan shall include territories within the Village of Sussex and the Town of Lisbon; and,

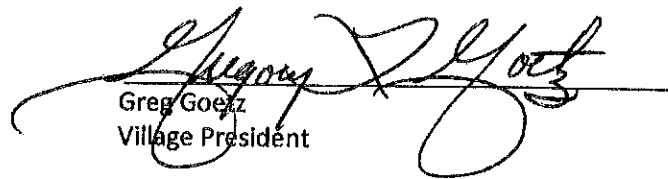
NOW THEREFORE, the Sussex Village Board does ordain as follows:

BE IT RESOLVED, that Village officials and staff members, acting under the direction and authority of the Village Board be, and hereby are, authorized to participate in the preparation of a Cooperative Plan with the Town of Lisbon, which Cooperative Plan shall be prepared and submitted to the Department of Administration for review and approval in accordance with the provisions of Section 66.0307, Wis. Stats.

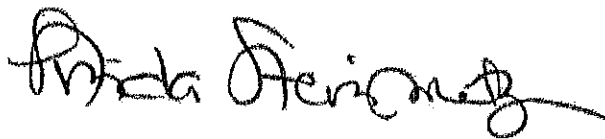
BE IT FURTHER RESOLVED, that notice of the adoption of this Resolution shall be given in writing, by the Village Clerk, within five (5) days after the adoption of this Resolution, to the municipalities, school districts and other agencies as required by Section 66.0307(4), Wis. Stats.

PASSED AND ADOPTED by the Sussex Village Board Waukesha County, Wisconsin this 25 day of June, 2019.

VILLAGE OF SUSSEX


Greg Goetz
Village President

ATTEST



Linda Steinmetz
Deputy Village Clerk



N64W23760 Main Street
Sussex, Wisconsin 53089
Phone (262) 246-5200
FAX (262) 246-5222
Email: info@villagesussex.org
Website: www.villagesussex.org

Friday June 29, 2019

Sent via certified Mail and Email to ggresch@townoflisbonwi.com

Town of Lisbon
ATTN: Administrator Gina Gresch
W234N8676 Woodside Road
Sussex, WI 53089

RE: Cooperative Plan

Dear Administrator Gresch,

The Village of Sussex Board met on Tuesday June 25, 2019 and made a motion to adopt the enclosed Resolution 19-10, Resolution Authorizing Participation in the Preparation of a Cooperative Plan with the Town of Lisbon, and requested the Town to adopt a similar resolution.

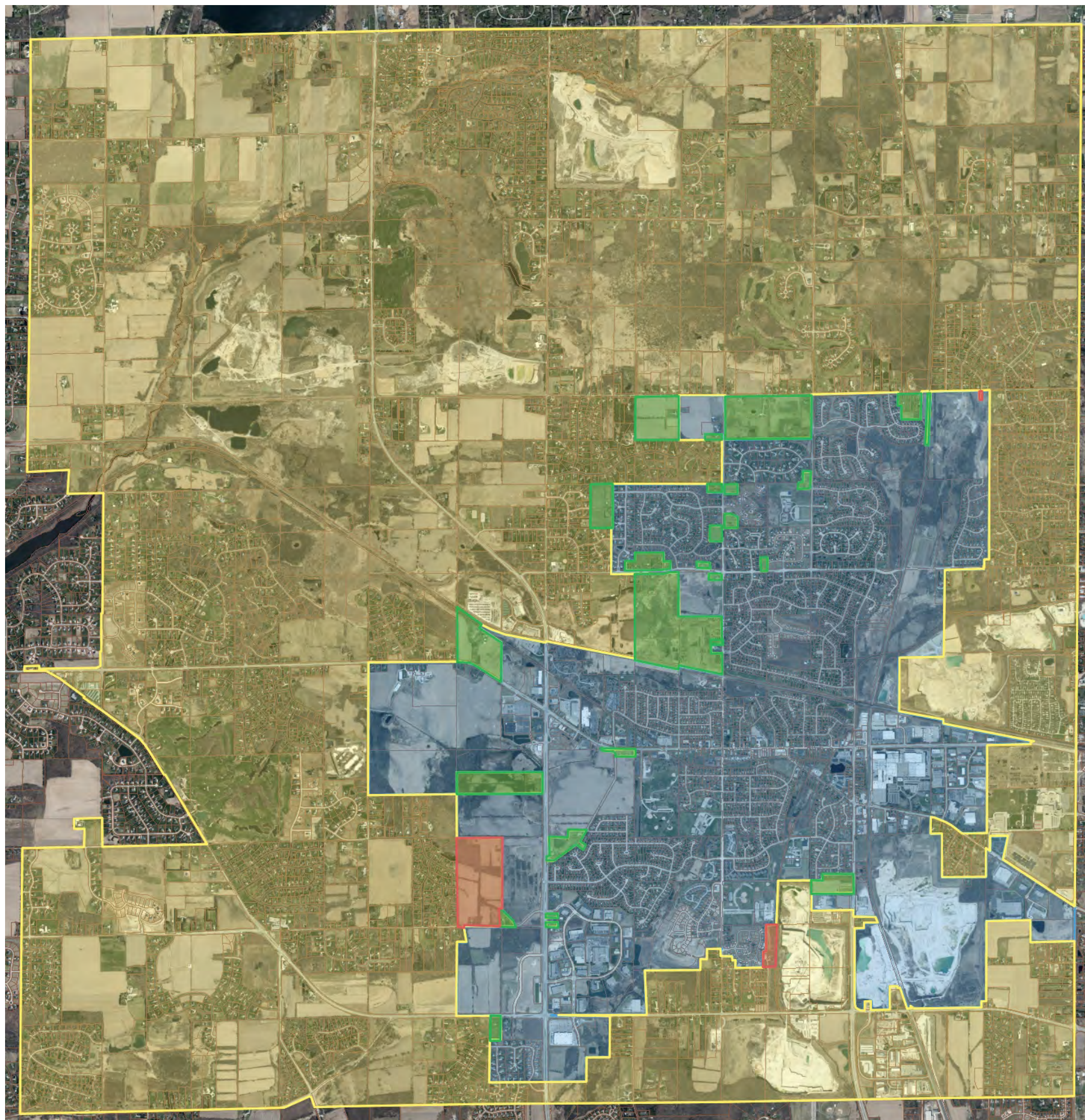
The Village of Sussex requests the Lisbon Town Board discuss and take action at their next Town Board meeting. Please let me know if you need any further information or would like me to attend the meeting.

Thank you for your consideration.

Jeremy Smith
Sussex Village Administrator

Exhibit F: Lands to be Detached from Town and
Attached to Village

Exhibit F: Lands to be Detached from Town and Attached to Village







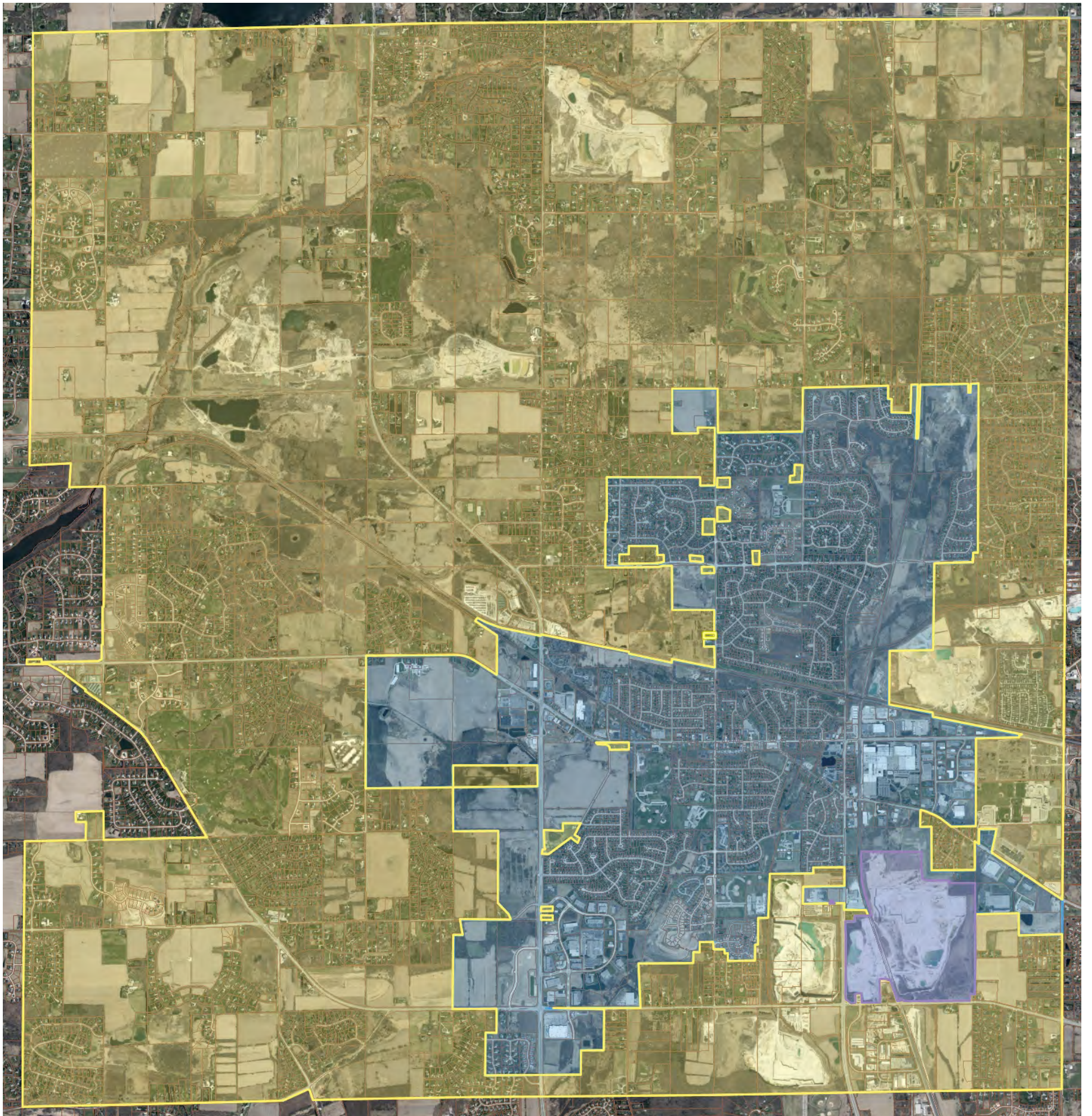
-  Current Town of Lisbon Boundaries
-  Current Village of Sussex Boundaries
-  Existing Lands to be Detached from Town and Attached to Village
-  Additional Lands to be Detached from Town and Attached to Village

Exhibit G: Lands to be Detached from Village and
Attached to Town

Exhibit G: Lands to be Detached from Village and Attached to Town






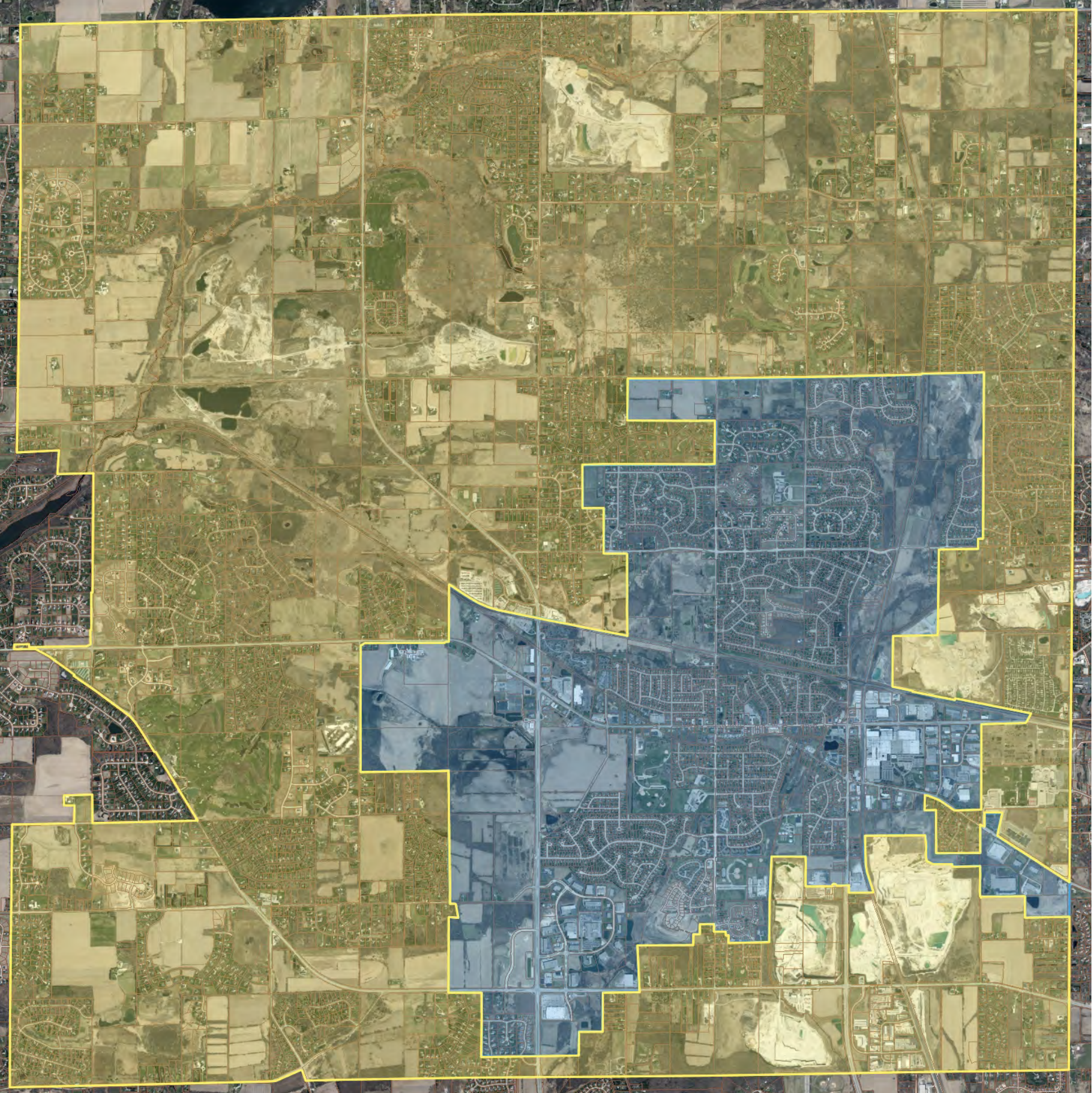
-  Current Town of Lisbon Boundaries
-  Current Village of Sussex Boundaries
-  Lands Detached from Village and Attached to Town

Exhibit H: Map of Common Boundaries Post Plan

Exhibit H: Map of Common Boundaries Post Plan




-  Post Plan Town of Lisbon Boundaries
-  Post Plan Village of Sussex Boundaries

Exhibit I – Legal Description of Village Post Plan

EXHIBIT I - LEGAL DESCRIPTION OF VILLAGE POST PLAN

All that part of Sections 13, 14, 15, 21, 22, 23, 24, 25, 26, 27, 28, 33, 34, 35, and 36 in Lisbon Township 8 North, Range 19 East, Waukesha County, Wisconsin bounded and described as follows:

Commencing at the NW corner of the NE1/4 of Section 14 T8N, R19E, said point being the intersection of the centerlines of Woodside Road and Plainview Road;

then southerly, along the west line of the NE1/4 of said Section 14, to a point in the westerly projection of the south right of way line of Plainview Road;

then easterly along the south right of way line of Plainview Road to a point in the west line of NW1/4 Section 13, T8N, R19E;

then easterly along the south right of way line of Plainview Road, to a point in the east line of NW1/4 of said Section 13;

then southerly along the east line of said NW1/4 of Section 13, to the SE corner of said NW1/4 of Section 13;

then S00°16'09"W along the east line of the SW1/4 of said Section 13, to the NE corner of CSM 941;

then N88°42'43"W along the north line of CSM 941, 150 feet;

then S00°16'09"W along the west line of said CSM 941 and its southerly projection, to a point in the south right of way line of Good Hope Road;

then westerly along the southerly right of way line of Good Hope Road, to a point in the east line of the West 1/2 of the NW1/4 of Section 24 T8N, R19E;

then south along the east line of said West 1/2, NW1/4, Section 24, to a point on the south line of said NW 1/4 of Section 24;

then S88°55'22"W along said south line, 1369.73 feet to the NW corner of the SW1/4 of said Section 24;

then S0°41'58"W along the west line of said SW1/4 to a point on the northerly right of way line of the Union Pacific Railroad;

then southeasterly along said northerly right of way line to a point in the northerly projection of the east line of Lot 1 CSM 7950;

then southerly along the east line of Lot 1, CSM 7950 and its northerly and southerly projections, to a point on the southerly right of way line of County Road F / Main Street;

then westerly along said southerly right of way line, to a point in the east line of the NW1/4 of said Section 25, T8N, R19E;

then southerly, along the east line of said NW1/4, to the SE corner of the NW 1/4 of said Section 25;

then westerly along the South line of the NW 1/4 of said Section 25, to a point in the southerly right of way line of Silver Spring Drive C.T.H. "VV";

Exhibit I – Legal Description of Village Post Plan

then northwesterly along the southerly right of way line of Silver Spring Drive, to a point in the east line of Lot 1, CSM 11279;

then southerly along the east line of Lot 1, CSM 11279, to a point in the south line of NW1/4 of said Section 25, with a gap described lands of approximately 15 feet along the east side of this course being in the Town of Lisbon;

then N88°59'10"E along south line of NW1/4 of said Section 25, 311.37 feet to a point on the west line of Circlecrest Park Site, a recorded Subdivision Plat;

then S00°02'50"E along said west line, 1313.54 feet to the SW corner of said Circlecrest Park Site;

then North 89°17'10"E along the South line of said Circlecrest Park Site and its easterly extension along the South line of lands designated by Tax Key LSBT 0243.994, 1324.41 feet to a point on the west line of the SE1/4 of said Section 25;

then northerly along the west line of the SE 1/4 of Section 25, to a point in the northerly right of way line of Silver Spring Drive / C.T.H. "VV";

then easterly along the north right of way line of Silver Spring Drive, to the SW corner of CSM 843;

then northerly along the west line of CSM 843, to a point in the south line of the northerly 115.62 feet of CSM 843;

then easterly along the south line of the north 115.62 feet of said CSM 843, and its easterly projection to a point in the east line of lands described in Doc# 0717437;

then southerly along the East line of lands described in Doc# 0717437 and its southerly projection, to a point in the centerline of Silver Spring Road;

thence easterly along the centerline of Silver Spring Drive, to a point in the east line of said SE1/4 of said Section 25, said point being in the centerline of Town Line Road;

then southerly along the centerline of Town Line Road to the NE corner of the NE1/4 of Section 36, T8N, R19E;

then S00°12'04"W along the east line of said NE1/4, 661.29 feet;

then S88°59'39"W along the south line of Lot 1, CSM 10770, 1326.78 feet;

then N00°04'45"E along the west line of said Lot 1, 660.55 feet to a point on the north line of said NE1/4 of Section 36;

then S88°57'49"W along said north line, 1328.21 feet to the NE corner of the NW1/4 of said Section 36;

then north along the west line of Lot 2, CSM 9060, to a point in a line parallel with and 300 feet southerly of the south line of Circlecrest Park Site subdivision and its easterly projection;

then westerly, along a line parallel with and 300 feet southerly of the south line of Circlecrest Park Site subdivision and its easterly projection; to a point in a line parallel with and 300 feet westerly of the west line of Circlecrest Park Site subdivision and its southerly projection;

Exhibit I – Legal Description of Village Post Plan

then northerly, along a line parallel with and 300 feet westerly of the west line of Circlecrest Park Site subdivision and its southerly projection, to a point in a line parallel with and 700 feet southerly of the south line of CSM 10238;

then westerly, along a line parallel with and 700 feet southerly of the south line of CSM 10238, to a point in the easterly line of the Canadian National Railroad;

Then southerly, along the easterly line of the Canadian National Railroad, to a point in the westerly projection of the north line of Rose Hill Cemetery as described at Vol 786/Pg 380;

then westerly along the north line of Rose Hill Cemetery as described at Vol 786/Pg 380, to the east right of way line of Waukesha Avenue (STH 74);

then N00°12'21"E along said easterly right of way line, 207.62 feet;

then westerly along the north line of Mitchell Lane, and the northerly line of its westerly cul-de-sac; to a point in the east line of Parcel 2, CSM 6863;

then southerly along the east line of said Parcel 2 a distance of 10.00 feet to the SE corner of said Parcel 2;

then westerly along the south line of said Parcel 2, 793.59 feet, to the SW corner of said Parcel 2;

then northerly along the west line of Parcel 2 and Parcel 3 of CSM 6863; 906.96 feet, to the NW corner of said Parcel 3;

thence N89°42'19"W along the south line of Spring Green Heights Addition No. 1 subdivision and the south line of Clover Downs subdivision, 1015 feet more or less to the center of Sussex Creek;

then southerly along said centerline of Sussex Creek, 1320 feet more or less to a point on the north line of the NW1/4 of said Section 35;

then easterly along the north line of the NW1/4 of said Section 35, to the NE corner of Lot 1, CSM 11454;

then S00°47'02"W, 1272.07 feet, to the SE corner of Lot 1, CSM 11454;

then westerly along the south line of Lot 1, CSM 11454 and the north right of way line of Northview Drive to the SE corner of Lot 16, Johanssen Farms;

then westerly along the north right of way line of Northview Drive, to the SW corner of Lot 11, Johanssen Farms;

then N00°20'45"E to the NW corner of Lot 10, Johanssen Farms, 230.00 feet;

then S89°00'00"W along the south line of Lot 9 Johanssen Farms, 89.93 feet;

then N00°20'45"E along the east line of Lot 1 of CSM 2589, 117.11 feet;

then westerly along the north line of said Lot 1 and its westerly projection, to a point in the west line of Maple Avenue;

Exhibit I – Legal Description of Village Post Plan

then northerly along the west line of Maple Avenue, to a point in the easterly projection of the north line of Lot 1, CSM 5081;

then westerly along the north line of Lot 1 of CSM 5081 and its easterly projection, to the NW corner of said Lot 1;

then S00°20'45"W along the west line of said Lot 1 and the west line of Lot 1 of CSM 4499, 296.39 feet;

then S89°32'27"W along the north line of Lot 1 of CSM 3280, 191.35 feet;

then S00°20'45"W along the west line of said Lot 1, 330.00 feet;

then S89°32'27"W along the south line of Lot 2, of CSM 7984, Outlot 1 Sussex Preserve Subdivision, and Outlot 1 of CSM 7984 1652.47 feet;

then southerly along the east line of Lot 1, CSM 11481 and its southerly projection, to a point in the south right of way Line of County Road K / Lisbon Road ;

then westerly along the south right of way line of Lisbon Road, to the NE corner Outlot 1, CSM 11107;

then southerly along the east line of said Outlot 1, 1176.51 feet;

then westerly along the south line of said Outlot 1; 702.72 feet to a point in the east line of Lot 3, in said CSM 11107;

then southerly along the east line of said Lot 3; 721.30 feet to the SE corner of said Lot 3;

then westerly along the south line of said Lot 3, 1122.44 feet to a point in the east line of STH 164;

then continuing easterly along a westerly projection of the south line of said Lot 3 to a point in the east line of the SE1/4 of Section 33, T8N, R18E;

then S89°24'05"W along the south line of the Seven Stones of Sussex subdivision and its Easterly extension, 1649.67 feet;

then northerly along the west line of said subdivision and the west line of the Seven Stones of Sussex Addition No. 1 subdivision and its northerly projection, to a point in the south line of Lisbon Road;

then westerly along the south line of Lisbon Road to a point in the west line of the SE1/4, Sec 33, T8N, R19E;

then north to a point in the centerline of Lisbon Road being the SW corner of the NE1/4 of said Section 33,

then northerly along the west line of NE1/4 of said Sec 33, to a point in the south line of Lot 1 CSM 7620;

then N89°55'10"E, 282.10 feet;

then N14°08'50"W, 185.54 feet:

then N06°08'50"E, to a point in the south right of way line of Richmond Road;

Exhibit I – Legal Description of Village Post Plan

then west, along the south right of way line of Richmond Road, to a point in the west line NE 1/4 of said Section 33;

then north to a point in the centerline of Richmond Road, being the SW corner of the SE 1/4 of Section 28, T8N, R19E;

then northerly along the west line of said SE 1/4 of said Section 28, to the NW corner of said SE 1/4 of Section 28;

then N00°31'43"W along the west line of NE1/4 of said Section 28, 1314.22 feet to a point on the south line of the North 1/2 of the NW1/4 of said Section 28;

then westerly along the south line of the North 1/2 of the NW1/4 of said Section 28, to a point in the east right of way line of Mary Hill Road;

then northerly along said east right of way line of Mary Hill Road, to a point in the south line of the SW1/4 of Section 21, T8N, R19E;

then northerly along the east right of way line of Mary Hill Road to a point in the south right of way line of County Road VV / Silver Spring Drive;

then easterly along the south right of way line of Silver Spring Drive to a point in the east line of the SW1/4 of said Section 21;

Then northerly along the east line of SW1/4 of said Section 21 to the SE corner of the NW1/4 of said Section 21;

Then northerly, along the east line of the NW1/4 of said Section 21; to a point in the northerly right of way line of the Union Pacific Railroad;

Then southeasterly along the northerly right of way line of the Union Pacific Railroad; to a point in the east line of the NW1/4, Section 22, T8N, R19E;

then north along the east line of the NW 1/4 of said Section 22 to south right of way line of Good Hope Road;

then westerly along the south right of way line of Good Hope Road, to a southerly projection of the west line of Stonewood Estates of Sussex;

then northerly along the westerly line of said Stonewood Estates of Sussex subdivision and the westerly line of Stonewood Estates of Sussex II subdivision, to the NE corner of Western Oaks Subdivision;

Then S89°53'52"W, along the north line of Western Oaks Subdivision, 629.37 feet;

Then northerly, along the east line of Scenic Knoll and Polo Fields subdivisions, to the SW corner of Hidden Oaks Addition No. 1, being the SW corner SE1/4, NW1/4, Section 15, T8N, R19E;

then N89°57'31"E, along the south line of said Hidden Oaks Addition No.1, 1326.03', to the Center 1/4 corner of said Section 15;

then easterly along the south line of the NE1/4 of said Section 15, to a point in the west right of way line of Maple Avenue;

Exhibit I – Legal Description of Village Post Plan

then north along the west line of Maple Avenue, to a point in the north line of CSM 5356;

then westerly along the north line SE1/4 and SW1/4 of the NE1/4 of said Section 15 to the NW corner of Hidden Oaks;

then Northerly along the west line of NW1/4 of the NE1/4, of said Section 15, to south right of way line of Plainview Road;

then easterly along the south right of way of Plainview Road to the point of beginning.

Exhibit J – Legal Description of Town Post Plan

EXHIBIT J - LEGAL DESCRIPTION OF TOWN POST PLAN

ALL OF SECTIONS 1 THROUGH 36, Town 8 North, Range 19 East, Waukesha County, Wisconsin, except for lands in said sections presently falling within the Corporate Limits of the Villages of Merton and Sussex, more particularly described as follows:

Beginning at the NW corner of Section 6, T8N, R19E,

then N88°35'08"E, along the north line of the NW1/4 of Section 6, T8N, R19E, a distance of 2297.80 feet to the North 1/4 corner of said Section 6;

then N 88°33'30" E, along the north line of the NE1/4 of said Section 6, a distance of 2642.81 feet, to the NW corner of Section 5, T8N, R19E;

Then N 88°38'40"E, along the north line of the NW1/4 of said Section 5, 1057.67 feet to a witness corner on the west side of Lake Five;

Then N88°16'20"E, 1995.57 feet to a witness corner on the east side of Lake Five;

Then N 88°48'18" E along the north line of the NE1/4 of said Section 5, a distance of 2264.93 feet to the NW corner of Section 4, T8N, R19E;

then N 88°47'42" E along the north line of the NW1/4 of said Section 4, a distance of 2637.88', to the North 1/4 corner of said Section 4;

then N 89°19'01" E along the north line of the NE1/4 of said Section 4, a distance of 2640.20 feet to the NW corner of Section 3, T8N, R19E;

then N 89°11'33" E along the north line of the NW1/4 of said Section 3, a distance of 2652.09 feet to the North 1/4 corner of said Section 3;

then N 89°36'20" E along the north line of the NE1/4 of said Section 3, a distance of 2653.42 feet, to the NW corner of Section 2, T8N, R19E;

then N 89°19'20" E, along the north line of the NW1/4 of said Section 2, a distance of 2627.78 feet to the North 1/4 corner of said Section 2;

then N 89°22'46" E along the north line of the NE1/4 of said Section 2, a distance of 2633.86 feet, to the NW corner of Section 1, T8N, R19E;

then N 89°58'14" E, along the north line of the NW1/4 of said Section 1, a distance of 2661.99 feet to the North 1/4 corner of said Section 1;

then S 89°58'03" E along the north line of the NE1/4 of said Section 1, a distance of 2662.99 feet, to the NE corner of Section 1, T8N, R19E;

then S 0°34'04" W, along the east line of the NE1/4 of said Section 1, a distance of 2978.02 feet to the East 1/4 corner of said Section 1;

then S 0°20'30" W, along the east line of the SE1/4 of said Section 1, a distance of 2646.46 feet, to the NE corner of Section 12, T8N, R19E;

Exhibit J – Legal Description of Town Post Plan

then S 0°21'12" W, along the east line of the NE1/4 of said Section 12, a distance of 2639.96 feet to the East 1/4 corner of said Section 12;

then S 0°36'14" W, along the east line of the SE1/4 of said Section 12, a distance of 2639.95 feet, to the NE corner of Section 13, T8N, R19E;

then S 0°09'29" W, along the east line of the NE1/4 of said Section 13, a distance of 2643.57 feet to the East 1/4 corner of said Section 13;

then S 0°17'01" W, along the east line of the SE1/4 of said Section 13, a distance of 2646.72 feet, to the NE corner of Section 24, T8N, R19E;

then S 0°19'32" W, along the east line of the NE1/4 of said Section 24, a distance of 2643.39 feet to the East 1/4 corner of said Section 24;

then S 0°27'27" W, along the east line of the SE1/4 of said Section 24, a distance of 2642.68 feet, to the NE corner of Section 25, T8N, R19E;

then S 0°15'35" W, along the east line of the NE1/4 of said Section 25, a distance of 2649.76 feet to the East 1/4 corner of said Section 25;

then S 0°47'30" W, along the east line of the SE1/4 of said Section 25, a distance of 2646.15 feet, to the NE corner of Section 36, T8N, R19E;

then S 0°12'15" W, along the east line of the NE1/4 of said Section 36, a distance of 2644.77 feet to the East 1/4 corner of said Section 36;

then S 0°03'33" W, along the east line of the SE1/4 of said Section 36, a distance of 2644.87 feet, to the SE corner of Section 36, T8N, R19E;

then S 89°04'08" W, along the south line of the SE1/4 of said Section 36, a distance of 2639.87 feet to the South 1/4 corner of said Section 36;

then S 89°09'46" W, along the South line of the SW1/4 of said Section 36, a distance of 2638.87 feet to the SE corner of Section 35, T8N, R19E;

then S 88°57'36" W, along the south line of the SE1/4 of said Section 35, a distance of 2642.30 feet to the South 1/4 corner of said Section 35;

then S 89°01'48" W, along the South line of the SW1/4 of said Section 35, a distance of 2643.11 feet to the SE corner of Section 34, T8N, R19E;

then S 89°22'22" W, along the south line of the SE1/4 of said Section 34, a distance of 2640.52 feet to the South 1/4 corner of said Section 34;

then S 89°35'42" W, along the South line of the SW1/4 of said Section 34, a distance of 2646.35 feet to the SE corner of Section 33, T8N, R19E;

then S 89°24'01" W, along the south line of the SE1/4 of said Section 33, a distance of 2639.14 feet to the South 1/4 corner of said Section 33;

Exhibit J – Legal Description of Town Post Plan

then S 89°11'08" W, along the South line of the SW1/4 of said Section 33, a distance of 2647.56 feet to the SE corner of Section 32, T8N, R19E;

then S 88°43'12" W, along the south line of the SE1/4 of said Section 32, a distance of 2640.27 feet to the South 1/4 corner of said Section 32;

then S 88°28'23" W, along the South line of the SW1/4 of said Section 32, a distance of 2641.81 feet to the SE corner of Section 31, T8N, R19E;

then S 88°40'05" W, along the south line of the SE1/4 of said Section 31, a distance of 2665.20 feet to the South 1/4 corner of said Section 31;

then S 88°51'59" W, along the South line of the SW1/4 of said Section 31, a distance of 2453.50 feet to the SW corner of Section 31, T8N, R19E;

then N 0°09'17" E, along the west line of the SW1/4 of said Section 31, a distance of 2729.23 feet to the West 1/4 corner of said Section 31;

then N 0°40'21" E, along the west line of the NW1/4 of said Section 31, a distance of 2558.57 feet to the SW corner of Section 30, T8N, R19E;

then N 0°35'56" E, along the west line of the SW1/4 of said Section 30, a distance of 2656.92 feet to the West 1/4 corner of said Section 30;

then N 0°32'10" E, along the west line of the NW1/4 of said Section 30, a distance of 2650.96 feet to the SW corner of Section 19, T8N, R19E;

then N 0°42'47" E, along the west line of the SW1/4 of said Section 19, a distance of 2642.66 feet to the West 1/4 corner of said Section 19;

then N 0°33'31" E, along the west line of the NW1/4 of said Section 19, a distance of 2644.05 feet to the SW corner of Section 18, T8N, R19E;

then N 1°04'55" E, along the west line of the SW1/4 of said Section 18, a distance of 2627.38 feet to the West 1/4 corner of said Section 18;

then N 0°44'41" E, along the west line of the NW1/4 of said Section 18, a distance of 2647.08 feet to the SW corner of Section 7, T8N, R19E;

then N 0°55'37" E, along the west line of the SW1/4 of said Section 7, a distance of 2671.25 feet to the West 1/4 corner of said Section 7;

then N 0°55'22" E, along the west line of the NW1/4 of said Section 7, a distance of 2641.55 feet to the SW corner of Section 6, T8N, R19E;

then N 0°33'34" E, along the west line of the SW1/4 of said Section 6, a distance of 2652.13 feet to the West 1/4 corner of said Section 6;

then N 0°32'23" W, along the west line of the NW1/4 of said Section 6, a distance of 3015.29' feet to the NW corner of Section 6, T8N, R19E and point of beginning;

Exhibit J – Legal Description of Town Post Plan

EXCEPT lands that fall inside the boundaries of the VILLAGE OF MERTON, more particularly described as follows:

Beginning at the intersection of the centerline of Center Oak Road and the Town line between Merton and Lisbon at a point which lies 486 feet more or less North of the Southeast corner of the Northeast one-quarter of said Section 13;

then Northerly along the centerline of Center Oak Road and the West line of said Northwest one-quarter of Section 18, 201 feet to the NW corner of CSM 9273;

then N 88°08'00" E, along the North line of said CSM 9273, 1272 feet more or less to the NE corner of said CSM 9273;

then S 06°14'54" W, along the East line of said CSM 9273, 723 feet more or less to the Southeast corner of said CSM 9273 and a point on the North line of said SW 1/4 line of said Section 18;

then N 88° 6'35" E along said North line, 1073 feet more or less to the NE corner of said SW1/4 of Section 18;

then S 00° 9'02" W along the east line of said SW1/4, 2646 feet more or less to the NE corner of the NW1/4 of said Section 19;

then S 00°11'52" W along the east line of said NW1/4, 960 feet more or less to the SE corner of Woods Edge Estates subdivision;

then S 88°54'21" W along the south line of said subdivision, 33 feet more or less to the NE corner of CSM 11126 and a point on the west line of Lake Five Road;

then S 00°12'12" W along the common west line of Lake Five Road and east line of CSM 11126, 1,133 feet more or less;

then S 89°47'48" W along said common line, 27 feet more or less;

then S 00°12'12" W along said common line, 437 feet;

thence S 58°18'37" W along said common line, 105 feet more or less to a point on the north line of CTH "VV";

then S 89°01'57" W along the common south line of CSM 11126 and north line of CTH "VV", 1642 feet more or less;

then S 88°36'57" W along said common line 86 feet more or less to unplatted lands in the Town of Lisbon;

then N 00°34'01" E along said unplatted lands 88 feet more or less;

then S 88°56'08" W along said unplatted lands 454 feet more or less to the East line of the NE1/4 of Section 24, T8N, R18E;

then S 00°33'58" W along said east line, 150 feet more or less to the SE corner of the NE1/4 of said Section 24;

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then N 88°55'44" E along the north line of the SW1/4 of said Section 19, 636 feet more or less to the centerline of Moraine Drive {CTH "MD"};

then southeasterly along the centerline of said Moraine Drive the following calls:

S 61°09'57" E, 487 feet more or less;

S 53°06'16" E, 345 feet more or less;

S 54°06'42" E, 24 feet more or less;

S 54°10'54" E, 545 feet more or less;

then leaving said centerline and traversing S35°50'44" W, 33.00 feet more or less to a point on the SW right-of-way line of said Moraine Drive (CTH "MD");

then southeasterly along said SW right-of-way line, which is 33 feet southwesterly of and parallel with the center line of said Moraine Drive, as measured at a right angle to said centerline, 3355 feet more or less to a point on the north line of Beaumont Ridge subdivision;

then N 88°54'33" E along said North line and its extension, 39 feet more or less to said centerline of Moraine Drive (CTH "MD");

then southeasterly along said centerline, 2454 feet more or less to a point on the south line of the NW1/4 of said Section 29, also being a point on the centerline of Ainsworth Road;

then S 88°11'32" W along said south line and said centerline, 487 feet more or less to the East ¼ corner of said Section 30;

then S 89°49'11" W along said centerline and said East 1/4, 2633 feet more or less to the center of said Section 30;

then South 88°56'44" West along the South line of the Northwest one-quarter of said Section 30, 11.16 feet to the Southeast corner of CSM 7618;

then N 00°21'30" W along the East line of said CSM 7618, 859.38 feet to the NE corner of said CSM 7618;

then S 88°16'02" W along the north line of said CSM 7618, 836.88 feet to the NW corner of Lot 1 of said CSM 7618;

then S 00°58'00" W along the west line of said Lot 2, CSM 7618, 300.56 feet to a point;

then N 89°20'07" E along the west line of said Lot 2, CSM 7618, 312.37 feet to a point;

then S 00°26'42" W along the west line of said Lot 2, CSM 7618, 547.07 feet to a point in the south line of the NW1/4 of Section 30, T8N, R19E;

then S 88°56'54" W along said south line, 1857.40 feet to the West 1/4 corner of said Section 30;

then northerly along the west lines of Sections 30, 19, and 18, all in T8N, R19E, to the point of beginning for the Exception of lands falling inside the boundary of the Village of Merton.

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And also EXCEPTING lands that fall inside the boundaries of the VILLAGE OF SUSSEX, more particular described as follows:

All that part of Sections 13, 14, 15, 21, 22, 23, 24, 25, 26, 27, 28, 33, 34, 35, and 36 in Lisbon Township 8 North, Range 19 East, Waukesha County, Wisconsin bounded and described as follows:

Commencing at the NW corner of the NE1/4 of Section 14 T8N, R19E, said point being the intersection of the centerlines of Woodside Road and Plainview Road;

then southerly, along the west line of the NE1/4 of said Section 14, to a point in the westerly projection of the south right of way line of Plainview Road;

then easterly along the south right of way line of Plainview Road to a point in the west line of NW1/4 Section 13, T8N, R19E;

then easterly along the south right of way line of Plainview Road, to a point in the east line of NW1/4 of said Section 13;

then southerly along the east line of said NW1/4 of Section 13, to the SE corner of said NW1/4 of Section 13;

then S00°16'09"W along the east line of the SW1/4 of said Section 13, to the NE corner of CSM 941;

then N88°42'43"W along the north line of CSM 941, 150 feet;

then S00°16'09"W along the west line of said CSM 941 and its southerly projection, to a point in the south right of way line of Good Hope Road;

then westerly along the southerly right of way line of Good Hope Road, to a point in the east line of the West 1/2 of the NW1/4 of Section 24 T8N, R19E;

then south along the east line of said West 1/2, NW1/4, Section 24, to a point on the south line of said NW 1/4 of Section 24;

then S88°55'22"W along said south line, 1369.73 feet to the NW corner of the SW1/4 of said Section 24;

then S0°41'58"W along the west line of said SW1/4 to a point on the northerly right of way line of the Union Pacific Railroad;

then southeasterly along said northerly right of way line to a point in the northerly projection of the east line of Lot 1 CSM 7950;

then southerly along the east line of Lot 1, CSM 7950 and its northerly and southerly projections, to a point on the southerly right of way line of County Road F / Main Street;

then westerly along said southerly right of way line, to a point in the east line of the NW1/4 of said Section 25, T8N, R19E;

then southerly, along the east line of said NW1/4, to the SE corner of the NW 1/4 of said Section 25;

then westerly along the South line of the NW 1/4 of said Section 25, to a point in the southerly right of way line of Silver Spring Drive C.T.H. "VV";

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then northwesterly along the southerly right of way line of Silver Spring Drive, to a point in the east line of Lot 1, CSM 11279;

then southerly along the east line of Lot 1, CSM 11279, to a point in the south line of NW1/4 of said Section 25, with a gap described lands of approximately 15 feet along the east side of this course being in the Town of Lisbon;

then N88°59'10"E along south line of NW1/4 of said Section 25, 311.37 feet to a point on the west line of Circlecrest Park Site, a recorded Subdivision Plat;

then S00°02'50"E along said west line, 1313.54 feet to the SW corner of said Circlecrest Park Site;

then North 89°17'10"E along the South line of said Circlecrest Park Site and its easterly extension along the South line of lands designated by Tax Key LSBT 0243.994, 1324.41 feet to a point on the west line of the SE1/4 of said Section 25;

then northerly along the west line of the SE 1/4 of Section 25, to a point in the northerly right of way line of Silver Spring Drive / C.T.H. "VV";

then easterly along the north right of way line of Silver Spring Drive, to the SW corner of CSM 843;

then northerly along the west line of CSM 843, to a point in the south line of the northerly 115.62 feet of CSM 843;

then easterly along the south line of the north 115.62 feet of said CSM 843, and its easterly projection to a point in the east line of lands described in Doc# 0717437;

then southerly along the East line of lands described in Doc# 0717437 and its southerly projection, to a point in the centerline of Silver Spring Road;

thence easterly along the centerline of Silver Spring Drive, to a point in the east line of said SE1/4 of said Section 25, said point being in the centerline of Town Line Road;

then southerly along the centerline of Town Line Road to the NE corner of the NE1/4 of Section 36, T8N, R19E;

then S00°12'04"W along the east line of said NE1/4, 661.29 feet;

then S88°59'39"W along the south line of Lot 1, CSM 10770, 1326.78 feet;

then N00°04'45"E along the west line of said Lot 1, 660.55 feet to a point on the north line of said NE1/4 of Section 36;

then S88°57'49"W along said north line, 1328.21 feet to the NE corner of the NW1/4 of said Section 36;

then north along the west line of Lot 2, CSM 9060, to a point in a line parallel with and 300 feet southerly of the south line of Circlecrest Park Site subdivision and its easterly projection;

then westerly, along a line parallel with and 300 feet southerly of the south line of Circlecrest Park Site subdivision and its easterly projection; to a point in a line parallel with and 300 feet westerly of the west line of Circlecrest Park Site subdivision and its southerly projection;

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then northerly, along a line parallel with and 300 feet westerly of the west line of Circlecrest Park Site subdivision and its southerly projection, to a point in a line parallel with and 700 feet southerly of the south line of CSM 10238;

then westerly, along a line parallel with and 700 feet southerly of the south line of CSM 10238, to a point in the easterly line of the Canadian National Railroad;

Then southerly, along the easterly line of the Canadian National Railroad, to a point in the westerly projection of the north line of Rose Hill Cemetery as described at Vol 786/Pg 380;

then westerly along the north line of Rose Hill Cemetery as described at Vol 786/Pg 380, to the east right of way line of Waukesha Avenue (STH 74);

then N00°12'21"E along said easterly right of way line, 207.62 feet;

then westerly along the north line of Mitchell Lane, and the northerly line of its westerly cul-de-sac; to a point in the east line of Parcel 2, CSM 6863;

then southerly along the east line of said Parcel 2 a distance of 10.00 feet to the SE corner of said Parcel 2;

then westerly along the south line of said Parcel 2, 793.59 feet, to the SW corner of said Parcel 2;

then northerly along the west line of Parcel 2 and Parcel 3 of CSM 6863; 906.96 feet, to the NW corner of said Parcel 3;

thence N89°42'19"W along the south line of Spring Green Heights Addition No. 1 subdivision and the south line of Clover Downs subdivision, 1015 feet more or less to the center of Sussex Creek;

then southerly along said centerline of Sussex Creek, 1320 feet more or less to a point on the north line of the NW1/4 of said Section 35;

then easterly along the north line of the NW1/4 of said Section 35, to the NE corner of Lot 1, CSM 11454;

then S00°47'02"W, 1272.07 feet, to the SE corner of Lot 1, CSM 11454;

then westerly along the south line of Lot 1, CSM 11454 and the north right of way line of Northview Drive to the SE corner of Lot 16, Johanssen Farms;

then westerly along the north right of way line of Northview Drive, to the SW corner of Lot 11, Johanssen Farms;

then N00°20'45"E to the NW corner of Lot 10, Johanssen Farms, 230.00 feet;

then S89°00'00"W along the south line of Lot 9 Johanssen Farms, 89.93 feet;

then N00°20'45"E along the east line of Lot 1 of CSM 2589, 117.11 feet;

then westerly along the north line of said Lot 1 and its westerly projection, to a point in the west line of Maple Avenue;

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then northerly along the west line of Maple Avenue, to a point in the easterly projection of the north line of Lot 1, CSM 5081;

then westerly along the north line of Lot 1 of CSM 5081 and its easterly projection, to the NW corner of said Lot 1;

then $S00^{\circ}20'45''W$ along the west line of said Lot 1 and the west line of Lot 1 of CSM 4499, 296.39 feet;

then $S89^{\circ}32'27''W$ along the north line of Lot 1 of CSM 3280, 191.35 feet;

then $S00^{\circ}20'45''W$ along the west line of said Lot 1, 330.00 feet;

then $S89^{\circ}32'27''W$ along the south line of Lot 2, of CSM 7984, Outlot 1 Sussex Preserve Subdivision, and Outlot 1 of CSM 7984 1652.47 feet;

then southerly along the east line of Lot 1, CSM 11481 and its southerly projection, to a point in the south right of way Line of County Road K / Lisbon Road ;

then westerly along the south right of way line of Lisbon Road, to the NE corner Outlot 1, CSM 11107;

then southerly along the east line of said Outlot 1, 1176.51 feet;

then westerly along the south line of said Outlot 1; 702.72 feet to a point in the east line of Lot 3, in said CSM 11107;

then southerly along the east line of said Lot 3; 721.30 feet to the SE corner of said Lot 3;

then westerly along the south line of said Lot 3, 1122.44 feet to a point in the east line of STH 164;

then continuing easterly along a westerly projection of the south line of said Lot 3 to a point in the east line of the SE1/4 of Section 33, T8N, R18E;

then $S89^{\circ}24'05''W$ along the south line of the Seven Stones of Sussex subdivision and its Easterly extension, 1649.67 feet;

then northerly along the west line of said subdivision and the west line of the Seven Stones of Sussex Addition No. 1 subdivision and its northerly projection, to a point in the south line of Lisbon Road;

then westerly along the south line of Lisbon Road to a point in the west line of the SE1/4, Sec 33, T8N, R19E;

then north to a point in the centerline of Lisbon Road being the SW corner of the NE1/4 of said Section 33,

then northerly along the west line of NE1/4 of said Sec 33, to a point in the south line of Lot 1 CSM 7620;

then $N89^{\circ}55'10''E$, 282.10 feet;

then $N14^{\circ}08'50''W$, 185.54 feet:

then $N06^{\circ}08'50''E$, to a point in the south right of way line of Richmond Road;

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then west, along the south right of way line of Richmond Road, to a point in the west line NE 1/4 of said Section 33;

then north to a point in the centerline of Richmond Road, being the SW corner of the SE 1/4 of Section 28, T8N, R19E;

then northerly along the west line of said SE 1/4 of said Section 28, to the NW corner of said SE 1/4 of Section 28;

then N00°31'43"W along the west line of NE1/4 of said Section 28, 1314.22 feet to a point on the south line of the North 1/2 of the NW1/4 of said Section 28;

then westerly along the south line of the North 1/2 of the NW1/4 of said Section 28, to a point in the east right of way line of Mary Hill Road;

then northerly along said east right of way line of Mary Hill Road, to a point in the south line of the SW1/4 of Section 21, T8N, R19E;

then northerly along the east right of way line of Mary Hill Road to a point in the south right of way line of County Road VV / Silver Spring Drive;

then easterly along the south right of way line of Silver Spring Drive to a point in the east line of the SW1/4 of said Section 21;

Then northerly along the east line of SW1/4 of said Section 21 to the SE corner of the NW1/4 of said Section 21;

Then northerly, along the east line of the NW1/4 of said Section 21; to a point in the northerly right of way line of the Union Pacific Railroad;

Then southeasterly along the northerly right of way line of the Union Pacific Railroad; to a point in the east line of the NW1/4, Section 22, T8N, R19E;

then north along the east line of the NW 1/4 of said Section 22 to south right of way line of Good Hope Road;

then westerly along the south right of way line of Good Hope Road, to a southerly projection of the west line of Stonewood Estates of Sussex;

then northerly along the westerly line of said Stonewood Estates of Sussex subdivision and the westerly line of Stonewood Estates of Sussex II subdivision, to the NE corner of Western Oaks Subdivision;

Then S89°53'52"W, along the north line of Western Oaks Subdivision, 629.37 feet;

Then northerly, along the east line of Scenic Knoll and Polo Fields subdivisions, to the SW corner of Hidden Oaks Addition No. 1, being the SW corner SE1/4, NW1/4, Section 15, T8N, R19E;

then N89°57'31"E, along the south line of said Hidden Oaks Addition No.1, 1326.03', to the Center 1/4 corner of said Section 15;

then easterly along the south line of the NE1/4 of said Section 15, to a point in the west right of way line of Maple Avenue;

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then north along the west line of Maple Avenue, to a point in the north line of CSM 5356;

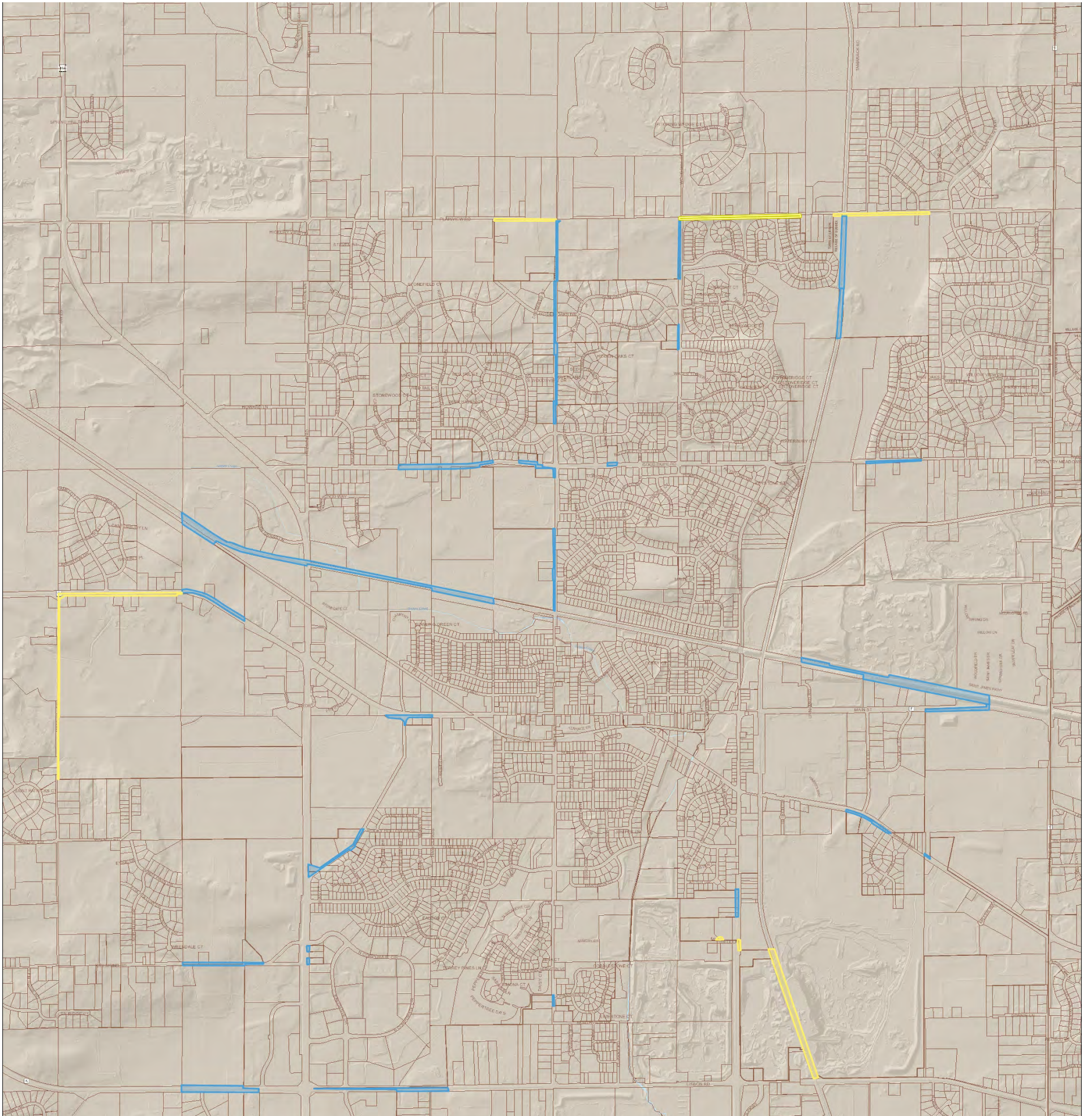
then westerly along the north line SE1/4 and SW1/4 of the NE1/4 of said Section 15 to the NW corner of Hidden Oaks;

then Northerly along the west line of NW1/4 of the NE1/4, of said Section 15, to south right of way line of Plainview Road;

then easterly along the south right of way of Plainview Road to the point of beginning for the Exception of lands falling inside the boundary of the Village of Sussex.

Exhibit K: Map of Jurisdictional Transfer of
Right-of-Way

Exhibit K: Map of Jurisdictional Transfer of Right-of-Way



 ROW Transferring from Town to Village

 ROW Transferring from Village to Town

EXHIBIT L “Agreement for the Conveyance of Wastewater”

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

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

WITNESSETH:

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

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

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

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

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

I. DEFINITIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. GENERAL INTENT.

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

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

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

III. SERVICE AREA AND CAPACITY.

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

Average Daily Flow

891,140 gallons per day

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

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

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

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

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

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

3.3 Flow Measurement.

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

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

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

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

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

IV. INTERCEPTORS.

4.1 Existing Interceptors.

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

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

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

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

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

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

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

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

4.2 Capital Costs for Replacement of Sewer Interceptors.

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

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

V. **SEWER SERVICE AND CHARGES.**

5.1 Sewer Connections.

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

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

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

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

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

5.2 Sewer Extensions.

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

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

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

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

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

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

5.6 Sewage Treatment Rates.

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

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

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

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

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

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

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

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

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

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

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

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

VI. ADMINISTRATION OF AGREEMENT.

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

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

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

6.3 Disputes.

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

6.4 Penalties and Remedies.

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

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

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

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

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

Town of Lisbon
W234 N8676 Woodside Road
Sussex, WI 53089

Village of Sussex
N64 W23760 Main Street
Sussex, WI 53089

VII. MISCELLANEOUS.

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

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

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

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

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

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


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

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

[SIGNATURE LINES ON NEXT PAGE]

Dated this 8th day of September, 2020

VILLAGE OF SUSSEX

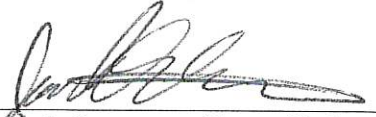
By: 
Anthony LeDonne, Village President

Attest:

By: 
Sam Liebert, Village Clerk

Dated this 24th day of August, 2020

TOWN OF LISBON

By: 
Joseph Osterman, Town Chairman

Attest:


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

EXHIBIT 1

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

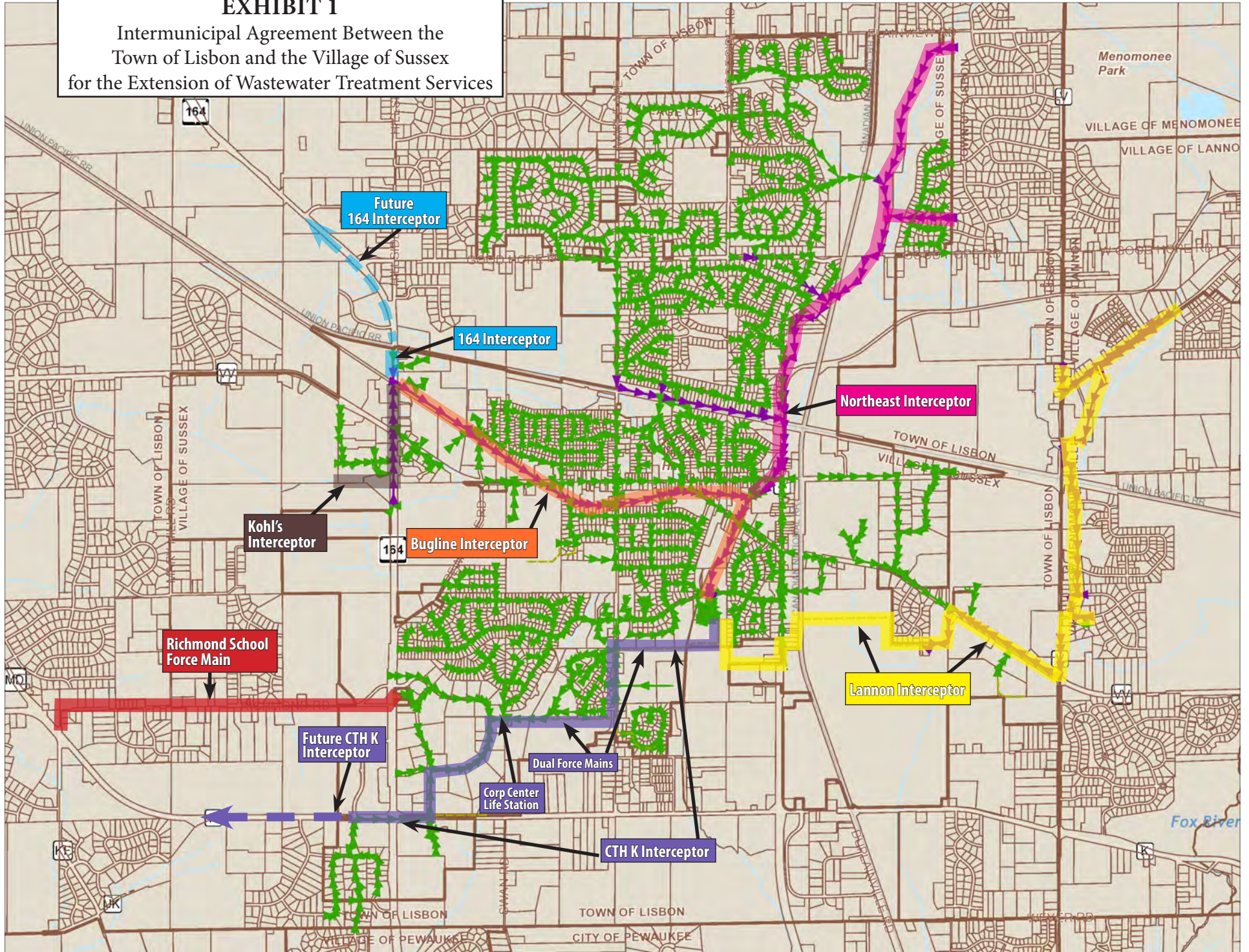


EXHIBIT 2- SUSSEX AND LISBON SEWER INTERCEPTOR CAPITAL COST SHARES

| Kohl's Interceptor | | | | | | | | | | | | | |
|--------------------|---|------------------------------------|--|---------------------|------------|---------------|--------------|-------------|------------------------|-------------|------------------------|-----------------------------|------------------------|
| Item No. | Start* | End* | Item | Quantity | Unit | Size | CFS Capacity | Design Flow | Percentage Design Flow | Design Flow | Percentage Design Flow | Design Flow | Percentage Design Flow |
| | | | | | | | | Sussex | | Lisbon | | Lisbon Sanitary District #1 | |
| 1 | Vista Run SN214019 | Kohl's SN214020 | Pipe (G) Manhole | 102.00 1 | LF each | 24" PVC | 8.37 | 8.37 | 100% | 0 | 0% | 0 | 0% |
| 2 | Kohl's SN214020 | Walgreens SN214025 | Pipe (G) Manhole | 771.21 4 | LF each | 24" PVC | 8.33 | 8.33 | 100% | 0 | 0% | 0 | 0% |
| 3 | Walgreens SN214025 | STH 164 N. of Prospect SN214008 | Pipe (G) Manhole | 451.50 3 | LF each | 24" PVC | 8.44 | 8.44 | 100% | 0 | 0% | 0 | 0% |
| 4 | STH 164 N. of Prospect SN214008 | Main St SN214005 | Pipe (G) Manhole | 809.10 3 | LF each | 30" Conc | 11.31 | 11.31 | 100% | 0 | 0% | 0 | 0% |
| 5 | Main St. SN214005 | Bugline Interceptor SN214001 | Pipe (G) Manhole | 1099.00 4 | LF each | 30" Conc | 10.61 | 10.61 | 100% | 0 | 0% | 0 | 0% |
| Hwy K Interceptor | | | | | | | | | | | | | |
| Item No. | Start* | End* | Item | Quantity | Unit | Size | CFS Capacity | Design Flow | Percentage Design Flow | Design Flow | Percentage Design Flow | Design Flow | Percentage Design Flow |
| | | | | | | | | Sussex | | Lisbon | | Lisbon Sanitary District #1 | |
| 1 | Business Drive SN334029 | STH 164 SN343001 | Pipe (G) Manhole | 1088.30 3 | LF each | 15" PVC | 2.79 | 1.5066 | 54.00% | 1.2834 | 46.00% | 0 | 0.00% |
| 2 | STH 164 SN343001 | Executive Drive SN343003 | Pipe (G) Manhole | 714.60 2 | LF each | 15" PVC | 2.79 | 1.5066 | 54.00% | 1.2834 | 46.00% | 0 | 0.00% |
| 3 | Executive Drive SN343003 | South Corporate Circle SN342013 | Pipe (G) Manhole | 1197.50 4 | LF each | 12" PVC | 2.79 | 1.5066 | 54.00% | 1.2834 | 46.00% | 0 | 0.00% |
| 4 | South Corporate Circle SN342013 | North Corporate Circle SN342003 | Pipe (G) Manhole LS | 2264.60 9 | LF each | 15" & 18" PVC | 2.79 | 1.5066 | 54.00% | 1.2834 | 46.00% | 0 | 0.00% |
| 5 | North Corporate Circle SN342003 | Brandon Oaks SN342004 | Pipe (G) Manhole | 336.30 1 | LF each | 18" PVC | 5.32 | 2.8728 | 54.00% | 2.4472 | 46.00% | 0 | 0.00% |
| 6 | Brandon Oaks SN341001 | Corporate Center LS LS341001 | Pipe (G) Manhole LS | 40.00 1 1 | LF each | 18" PVC | 6.461 | 3.48894 | 54.00% | 2.97206 | 46.00% | 0 | 0.00% |
| 7 | Corporate Center Lift Station (2@1450 GPM) LS341001 | Plant | Pipe (Pressure) Pipe (Pressure) | 10985.00 4556.00 | LF LF | 10" 16" | 6.461 | 3.48894 | 54.00% | 2.97206 | 46.00% | 0 | 0.00% |

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

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

North East Interceptor

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

EXHIBIT M

AGREEMENT FOR THE PROVISION OF WATER SERVICE

EXHIBIT M "AGREEMENT FOR THE PROVISION OF WATER SERVICE"

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

(Sec. 66.0301, Wis. Stats.)

This **AGREEMENT**, entered into this ___ day of _____, 202___, between Town of Lisbon, organized and existing under the laws of the State of Wisconsin with principal offices at W234 N8676 Woodside Road, Lisbon, WI 53089, (the "Town") and the Village of Sussex, a Municipal Corporation organized and existing, under the laws of the State of Wisconsin with principal offices at N84 W23760 Main Street, Sussex, WI 53089, (the "Village"), is as follows:

WITNESSETH:

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

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

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

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

WHEREAS, water supplied to the 2020 Water Service Area by the Village may supply property improvements supporting various land uses, including residential dwellings, commercial businesses and institutional and industrial areas within the boundaries of the Town, the serviced properties being called "users"; and

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

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

- (2) The Village, or its delegee, shall be permitted to periodically inspect construction of the Town Area Facilities.
- (3) If Town Area Facilities will be constructed in the Village, the Village shall grant to the Town any permits, easements or other necessary approvals within public right-of-way or within existing public easements needed for constructing the Town Area Facilities. The Town shall restore any areas disturbed by the construction to pre-construction conditions, and the restoration upon completion of construction must be approved by the Village before final payment by the Town to the contractor retained by the Town for the work, which approval will not be unreasonably withheld.
- (4) Upon completion of the construction of the Town Area Facilities, the Town shall dedicate the Town Area Facilities to the Village and the Village shall accept dedication and ownership. Any warranties shall pass through to the Village.
- (5) The Village shall be responsible for the operation and maintenance of the Town Area Facilities, but it may contract with the Town or a third-party to conduct such operation and maintenance. The Town shall inform the Village of breaks/malfunctions in the Town Area Facilities of which it becomes aware. Any costs incurred in repairs, capital improvements or replacement of Town Area Facilities shall be borne by the Town.
- (6) Any future expansion or extension of the Town Area Facilities to serve additional properties in the 2020 Water Service Area will also be undertaken and paid for by the Town under the process set out in this Section D. Any future expansion or extension of the Town Area Facilities to serve property(ies) located outside of the 2020 Water Service Area must be approved in writing by the Town and Village.

E. METERS

- (1) The Village shall install meters and remote meter reading technology consistent and compatible with the Village's existing meters and meter reading technology now deployed or to be deployed in the future (to the Village's specification to ensure seamless integration with the Village's existing systems) for accurately measuring the quantity of water delivered to each water customer in the 2020 Water Service Area. The Village shall operate, maintain, calibrate, and read the meters of its retail customers as required by Chapter 196, Wis. Stats., and Chapter PSC 185 of the Wisconsin Administrative Code.
- (2) The Town shall be responsible to adopt necessary ordinances, make necessary contacts, perform scheduling, obtain easements or right of ways, and adopt rules and regulations, so as to allow the Village to install and access said meters and related technology at all times without interference from property owners under this Agreement.

I. WATER SERVICE CONNECTIONS

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

J. BILLING DATES AND PROCEDURES; PAYMENT TERMS

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

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

- (2) Users in the 2020 Water Service Area shall be subject to the same terms of service as customers within the Village. The terms of service shall be those on file with the PSC. The Town shall pay all charges related to users in the 2020 Water Service Area within thirty (30) days, and if not so paid, the account shall be considered delinquent. Delinquent payments shall be subject to the same penalties and charges assessed by the Village to Village customers delinquent in the payment of water charges.

K. DISPUTES

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

L. BOOKS AND RECORDS

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

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

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

(4) Master Metering System

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

b. The Village shall own and maintain the master meter and telemetry system within the above-ground metering station. The master meter shall be tested and calibrated by the Village annually at Village expense. Copies of all system testing and calibration reports shall be submitted to both parties within 30 days of meter testing or calibration. The Village shall have access to the meter(s) in the metering station for maintenance at any reasonable time. The meter(s) shall be tested by the Village in accord with a PSC recommended schedule, and copies of all test results shall be provided to the Town. The Town may request additional tests at its expense.

S. PUBLIC SERVICE COMMISSION APPROVAL

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

DATED THIS ____ DAY OF _____, 202__

VILLAGE OF SUSSEX

By: _____
Anthony LeDonne, Village President

Attest:

By: _____
Sam Liebert, Village Clerk

DATED THIS ____ DAY OF _____, 202__

TOWN OF LISBON

By: _____
Joseph Osterman, Town Chairman

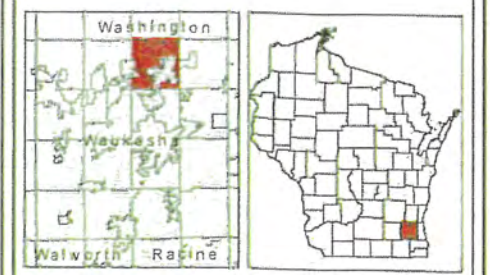
Attest: _____
Elisa Cappozzo, Town Clerk



Exhibit 1 2020 Water Service Areas



- Water Service Areas
- Railroads
- Current Village of Sussex Parcels
- Other Municipal Parcels



Date Created: 07/23/2020
Date Amended:

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Miles

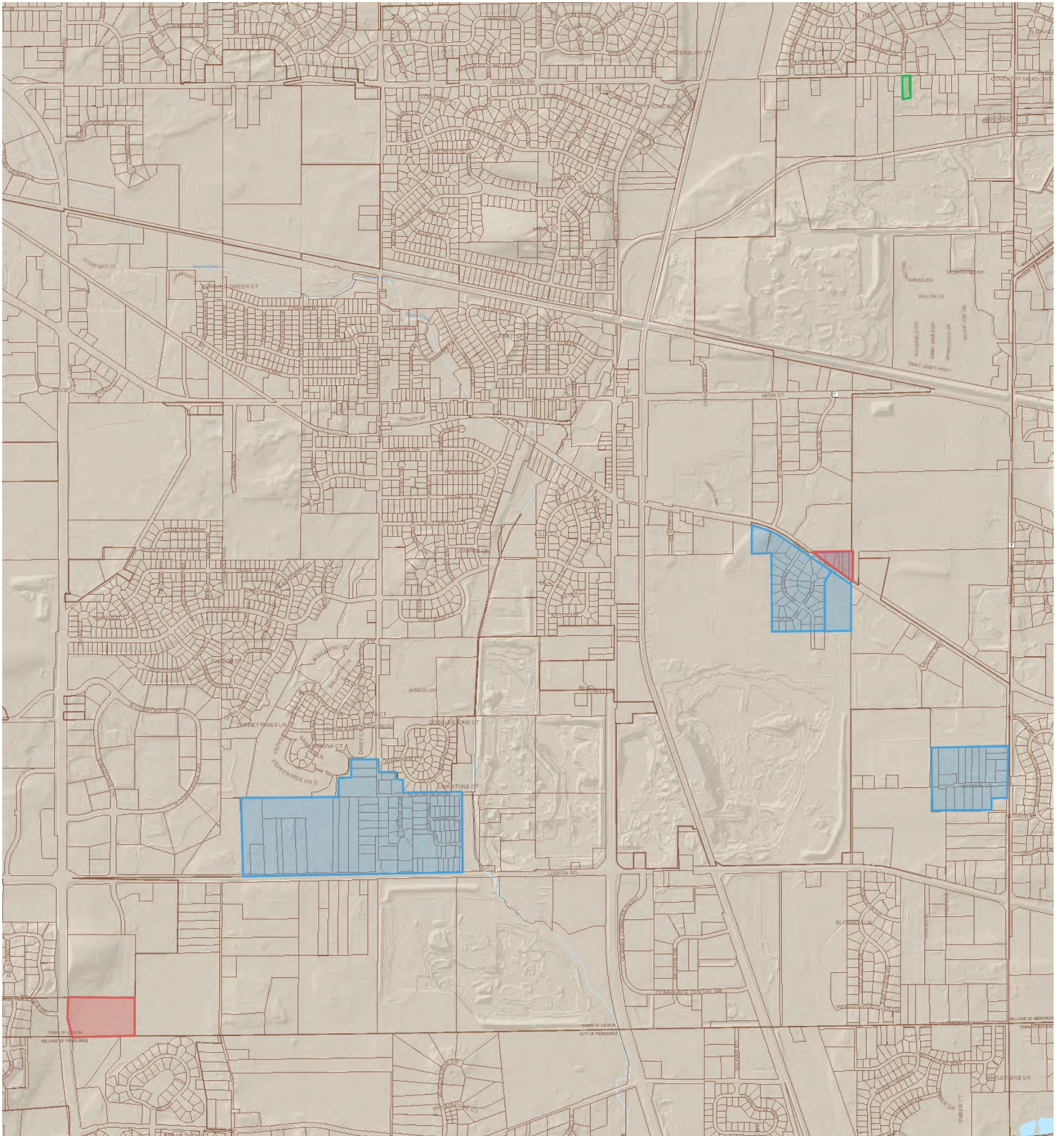


REEDSBURG - MADISON - PRAIRIE DU CHIEN - MILWAUKEE METRO
 N27 W23957 Paul Road, Suite 105, Pewaukee, WI 53072
 Phone: (262) 875-5000 Fax: (408) 826-0530
 Data Sources: Vierbicher, Waukesha County, Town of Lisbon

File Path: C:\Corporation\Urban_Town_of\Boundary_Map\2020_Water_Service_Areas.mxd

Exhibit N & O: Additional Lisbon Parcels - Sewer and
Water Utility Extension

Exhibit N & O: Additional Lisbon Parcels - Sewer and Water Utility Extension






-  Lisbon Sewer & Water Utility Extension
-  Lisbon Water Utility Extension
-  Lisbon Sewer Utility Extension

EXHIBIT P "VILLAGE GATEWAY"

TOWN OF LISBON AND VILLAGE OF SUSSEX PLANNING GATEWAYS

Industrial
Commercial

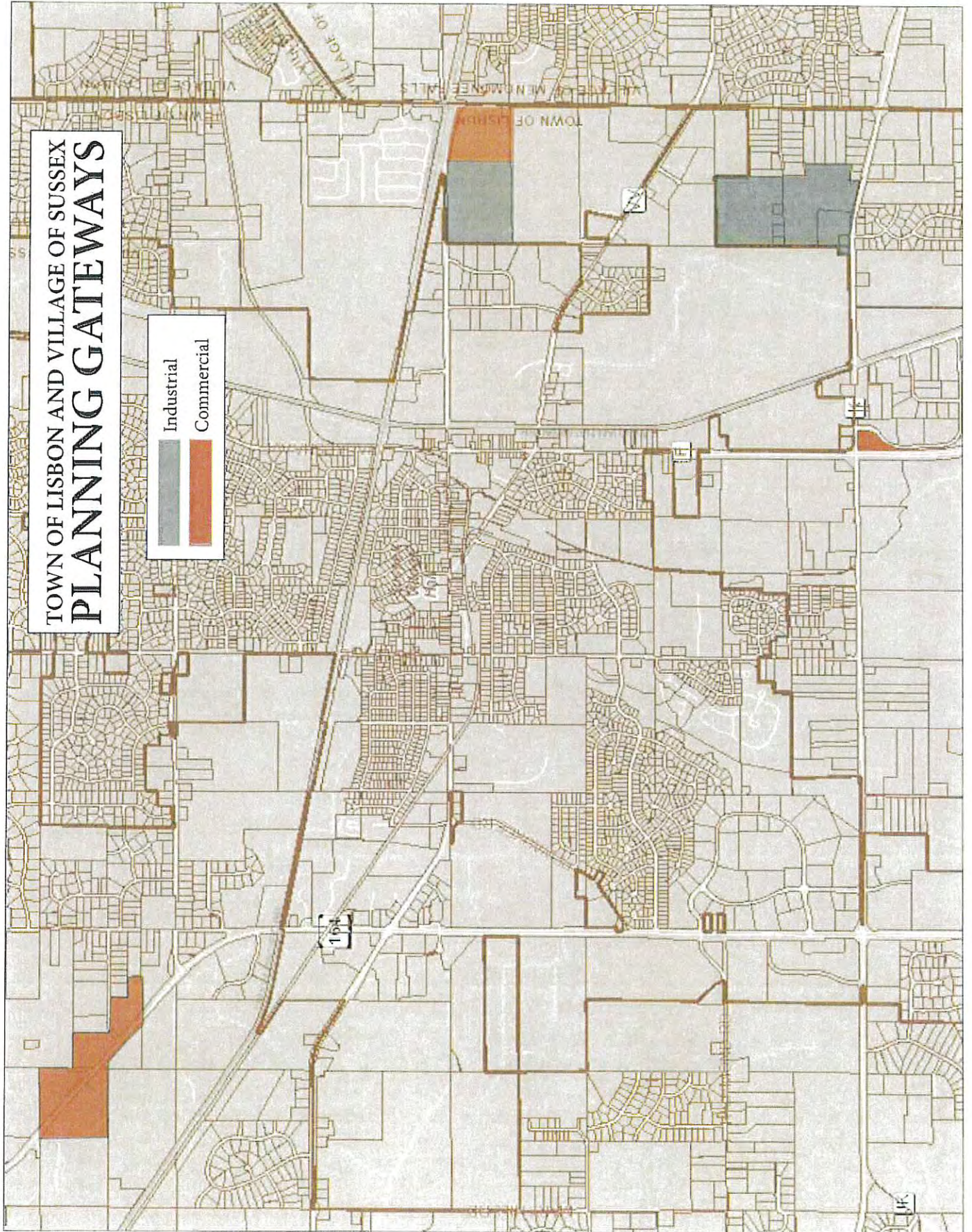


EXHIBIT Q “Village Gateway Design Standards”

Design Standards

FOR
TOWN OF LISBON

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

Adopted _____

DESIGN STANDARDS

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

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

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

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

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SECTION 1 SITE PLANNING

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

1.1 Development Concepts

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

1.2 (Intentionally Blank)

1.3 Traffic and Utilities

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

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

- (B) Appropriate distances shall be maintained, as determined by the government agency with jurisdiction for the road, between intersections along arterial streets for safety and ease of traffic flow.
- (C) Intersections on local roads shall be no less than 250 feet apart for safety and ease of traffic flow unless otherwise dictated by exceptional topography or other limiting factors of good design.
- (D) Snow storage areas shall be delineated on the site plan to ensure snow can safely be removed from parking and driving areas without damaging landscaping or illegally placing snow in the public right of way.
- (E) Development shall incorporate opportunities for future public transit services.
- (F) All utilities shall be placed underground unless such placement is found to be unrealistic as determined by the Town Plan Commission, or Town Board, as applicable, and based on recommendations by the Town Engineer.

- (G) When designing storm water facilities the designer of the facilities shall think about the impact of water coming onto the site from other areas, how the sites design will impact water quality after flowing across the site, and how water will leave the site. Attention to how the facilities can positively affect the quality of the site design should also be taken into consideration.
- (H) Lighting shall be incorporated into developments so that it does not impose on adjacent land uses. The lighting used shall be consistent with the architectural theme of the building and of the neighboring buildings. The lighting structure shall be as minimal in height as possible. The lighting shall follow the Land Use Plan or other Plans as may be approved from time to time by the Town. See Lighting Section 7 for more information.

1.4 Open Space and Recreation

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

SECTION 2 LANDSCAPING

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

2.1 Landscaping and Buffering Standards

- (A) Berms shall be used to screen high traffic areas from residential homes, break up the visibility from the roadway of large areas of parking, and create separation from dissimilar uses that are adjacent to each other. Berms shall be built with side slopes not exceeding one foot vertical by three feet horizontal unless otherwise approved by the Town Plan Commission or Town Board, as applicable, and shall be maintained with grasses or alternative landscaping satisfactory to the Town Plan Commission or Town Board, as applicable. The buffering shall be in harmony with terrain adjacent to the development site. The developer shall have provisions for ongoing maintenance such as mowing and weed management of the berms.
- (B) Extensive landscaped areas and open spaces shall be in place to reduce the visual intensity of developments. Use buffers and screens, either with landscape, structural, or earthen features to separate vehicular and pedestrian areas, and to beautify/screen parking lots and buildings from the view of the street or other neighboring parcels. A mix of evergreens and deciduous trees shall be used to ensure year-round screening, aesthetics, and balance to the site.

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

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

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

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

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

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

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

Example LUI Calculation

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

4. The following guidelines can be used to help determine the appropriate buffer and landscape design.
 - a. The buffer and landscape requirements are calculated per each side of a parcel (North, East, West, and South) and may often times be different for each side of a parcel depending upon the adjacent uses or roadways in any particular site.
 - b. The total landscaping requirements once determined for each side can be added together for the site and allocated on the site as deemed appropriate by the Town Plan Commission, or Town Board, as applicable, to accomplish the goals of beautifying/screening parking, accessory structures, and dock doors, and enhancing buildings. Buffer distances must be maintained in each side as required by Table 3 to protect the separation required in that side of the property.

- c. The lineal feet measurement used in Table 3 is calculated by measuring the entire length of the property line on each side of a parcel. The lineal feet measurement of a side is reduced by the portion of the length of the primary building facing that side where no parking lot is found on a perpendicular tangent between the building and the property line on that side and when the building has no dock doors on that side.
- d. In no case shall a landscaping requirement be less than zero.
- e. Parking lots may have special buffering and landscaping requirements as listed in Section 3 Parking.

Land Use Intensity Charts and Diagrams

Table 1 – Land Use Intensity Factor

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

Notes to Table 1.

1. Impervious surface ratio (ISR) is the amount of land covered by buildings, overhangs, porches, canopies and pavement to the amount of land covered by landscaping.
2. Office includes office and medical office uses, and the office fronts of office/warehousing buildings. Special uses in office zones shall require additional buffering, based on their intensity.
3. "General Commercial" is defined as uses that do not have outside activities such as night use drive-up windows, gasoline sales, significant late night parking lot activity or similar impacts adjacent to the lower intensity land use. (i.e. Hardware Store, Non-Drive Thru Restaurants, Drug Stores).
4. "Heavy Commercial" is defined as all other commercial uses not included in note three. (i.e. Department Stores, Movie Theatres, Grocery Stores).
5. For vacant land, the land use intensity shall be assumed to be based on current zoning or land use plan designation, whichever is the most intense.

Table 2. Intervening Right-of-Way Credit

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

Table 3. Land Use Buffer/Landscape Design

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

2.2 Other General Landscaping Guidelines

- (A) Ample green space at least 30 feet in width from the base setback line and 25 feet in width from the base setback line, except where smaller setbacks may be approved from time to time by the Town. Development bordering federal, state, and county highways shall also meet this requirement and include landscape plantings.
- (B) Improve roadway visual quality through the use of vegetation and streetscape amenities consistent with neighboring properties and within the Gateway Areas. There shall be streetscape amenities along arterial streets consistent with overall styles as documented in the Town Design Standards, Land Division Ordinance, or other duly adopted Town Ordinances or Plans. Some examples of streetscape amenities include benches, monuments, decorative lighting, etc.
- (C) All entranceways must have a landscaped area to include a monument sign of stone, marble, brick, or similar type materials including a landscaped plan approved by the Town Plan Commission. The monument sign may be placed in the landscape terrace area if deemed appropriate by the Town Plan Commission.

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

SECTION 3 PARKING

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

- (A) Parking facilities shall include a 30 feet setback from the base setback line along the right of way on arterials, other street yard setbacks are 25 feet from the base setback line of other roads. Side and rear yard offsets are a minimum of 5 feet to property line. A variance may be granted if approved by both Lisbon and Sussex (Plan Commissions or Boards, as applicable), to reduce the setbacks if the public good would not be served by the setbacks and adequate screening can be substituted.
- (B) Parking facilities over 1 acre shall include public activity center features at major access points to key buildings and shall be designed for orderly egress and ingress.
- (C) Parking lot, street way, and walkway lighting shall not impact upon adjacent residential areas, but shall be well lit to provide safe transportation.
- (D) Promote shared parking facilities to minimize visual impacts of expansive lots. Shared parking facilities shall have a shared parking facility agreement.
- (E) Parking facilities shall include the use of strategically placed islands of natural landscaping material to break up expanses of paving. This will:
 - 1. Create multiple small parking lots in the place of a few large lots to increase the visual quality of public areas.
 - 2. Divide up the "seas" of parking by designing individualized parking precincts for the various uses in a mixed use neighborhood.
 - 3. Maintain an end island area next to the last parking stall in the row to provide adequate turning and maneuvering room.
- (F) Parking facilities shall maintain safety and pedestrian comfort within parking and circulation areas. To accomplish this:
 - 1. Parking lots shall not directly abut buildings on a site, but shall be transitioned by a pedestrian walkway at least five feet in width. The transition shall also include landscaping or amenities to present a safe and attractive border to the parking lot.

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

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

SECTION 4 BUILDINGS AND STRUCTURES

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

4.1 General Building Materials and Architectural Details

- (A) Town standards will take precedence over any national or regional branding.
- (B) Building facades shall not be capped by long unbroken structural lines or repeating of monotonous design. Building facades that use varying setbacks are encouraged.
- (C) Building material and architectural details shall maintain continuity and rhythm with each other to develop an appropriate building character for each area. To accomplish this:
 - 1. The exterior of all buildings shall be made of natural materials, (wood, brick, stone, or decorative masonry block, etc.) and no metal exteriors are allowed.
 - 2. Facades of buildings shall maintain no more than 50% of each length of elevation without some type of window, door openings, or architectural articulation to prevent large expanses of unbroken wall.
 - 3. Roof material that is visible should be dimensional shingles and color to be consistent with building color. Metal roofs shall only be considered in rare occasions for commercial buildings if the metal roof is deemed to be significantly tied to the style of architecture for the building and fits with the small town feel of the Town. Metal roofs shall be limited to entrance features such as canopies and gables visible from the street frontage.

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

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

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

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

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

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

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

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

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

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

SECTION 5 SIGNAGE

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

SECTION 6 PEDESTRIAN ORIENTATION

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

- (A) Developments shall provide for pedestrian connections between private buildings, the public sidewalk and trail systems. To accomplish this:
1. Where deemed necessary by the Town Plan Commission, or Town Board, as applicable, the developer shall provide a minimum 6 feet wide pedestrian way along the frontage of development. Said walkway shall be hard surfaced per Lisbon's Paving Specifications.
 2. Pedestrian walkways within a development shall be linked to any existing or planned public walkway or sidewalk abutting the development.
 3. Parking lots shall have clearly defined and accented pedestrian ways to accommodate safe passage from parked vehicles and connections to offsite walkways or bike paths.
 4. Walkways paralleling driveways and parking lots in commercial areas shall be at least five feet wide to provide for easy passage of two pairs of walkers.
 5. Walkway designs should not force pedestrians to back track past stores in order to exit the area.
 6. Bicycle parking spaces shall be provided within business and office districts in convenient and secure locations.
- (B) Developments shall provide for pedestrian-scale public spaces and amenities at the entrance to buildings. To accomplish this:
1. Information and directory signs shall be provided for pedestrians.
 2. Developments shall include special paving and vegetation to highlight commercial building entrances and vehicular/pedestrian intersection crosswalks. Crosswalks adjacent to building entrances that service over 50 parking spaces shall be of a contrasting pavement treatment.
 3. Businesses are encouraged to provide attractive store fronts and outdoor cafes along walkways. Pedestrian corridors shall avoid use of blank building walls, parking lot intrusion, and unattractive design features along the walkway.
 4. Amenities such as drinking fountains, benches, and bike racks should be incorporated in walkways/pedestrian areas within parking lots.

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

1. Pedestrian walkways shall be separated from auto roadways.
2. Pedestrian ways shall be visually open and well lighted to promote a feeling of personal safety.
3. Pedestrian crossings shall not require crossing more than two lanes. Where pedestrian crossings exceed two lanes, a crossing device shall be used to minimize the traffic lanes needing to be crossed at one point.
4. Vehicle speeds shall be reduced at pedestrian crossings by use of a combination of signage, curb extensions, rumble strips, or other traffic control devices.
5. Attractive and safe pedestrian areas should be created by placing buildings close together and focused towards public areas. Walking distances between parking and popular destinations should be minimized.

SECTION 7 LIGHTING

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

- (A) Decorative lighting fixtures shall be used to illuminate and highlight all walkways and sidewalks in business, office, industrial districts, and areas adjacent to the development that are designated for walking paths, sidewalks, or other pedestrian pathways.
- (B) Exterior lighting shall be architecturally integrated with building style, materials and colors.
- (C) Exterior lighting of the building and site shall be designed so that light is not directed off the site and the light source is shielded for direct offsite viewing. Decorative light fixtures (i.e., visible light) 12' or less in height may be permitted upon approval of the Town Plan Commission or Town Board, as applicable.
- (D) Fixture mounting height shall be appropriate for the project and the setting. The mounting height for small parking lots and service areas shall not be higher than 18 feet.
- (E) Light poles shall be no higher than 18 feet and the bases shall be buried. Where bases must be exposed they shall be painted to blend in with the surroundings or have a decorative base.
- (F) Where commercial lighting standards are necessary for public safety the development shall also utilize accent lighting on the perimeter of the development.
- (G) The placement of light poles within raised curb planter areas is encouraged except where lighting will be obscured by vegetation.
- (H) The use of vandal resistant well lighting is encouraged for lighting of monument signs.

SECTION 8 ENVIRONMENTAL PROTECTION

- (A) Isolated Natural Resource Areas, and Primary and Secondary Environmental Corridors designated by the SEWRPC, Waukesha County and/or the Town of Lisbon Land Use Plan shall not be utilized for density requirements. These designated areas shall not be disturbed.
- (B) Wetlands, Streams, and Areas designated as navigable streams by the State of Wisconsin Department of Natural Resources must be protected. Wetland restoration and protection plans must be submitted to Town Staff and other agencies as required for approval before any land division or development plat or certified survey map is approved. A stream restoration plan addressing aesthetics, drainage, and erosion must be approved by the Town Engineer and other agencies as required prior to execution of any land division or building permit on a subject property.

SECTION 9 DESIGN STANDARDS AMENDMENT

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

SECTION 10 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Pedestrian – Scale – See human scale.

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

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

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

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

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

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

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

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

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

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

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

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

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

Pedestrian Scale – See human scale.

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

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

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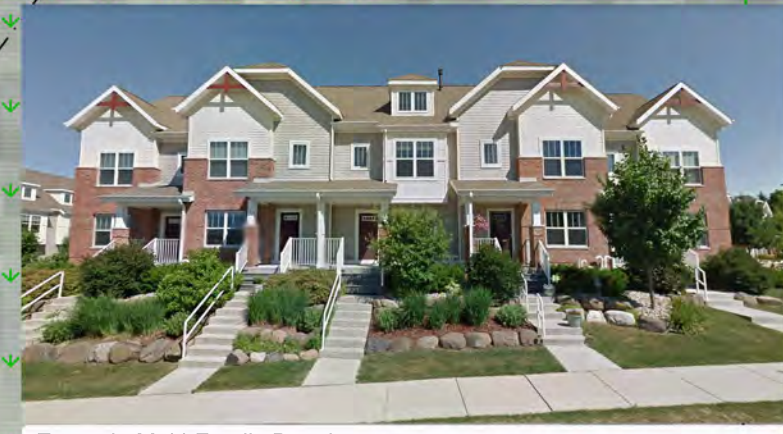
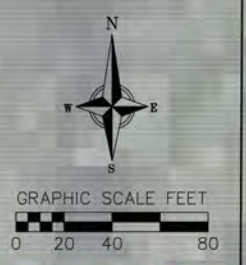
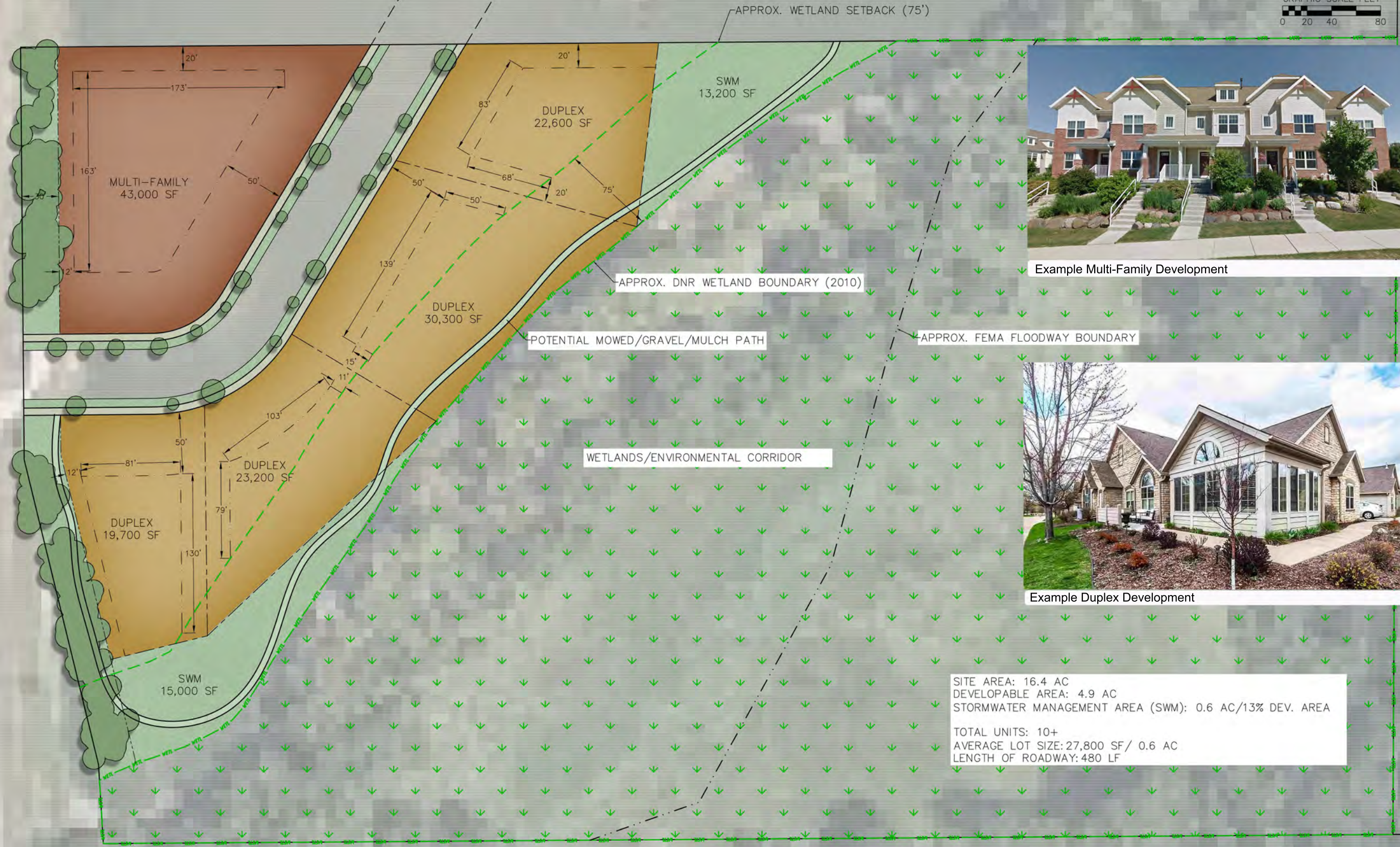
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EXHIBIT R “Depiction of STH 164 Access”

04 Aug 2021 - 12:31P M:\Lisbon, Town of\210021 - 2021 Town Planning Services\2021 Town General Tasks\10_Schellin Property Hwy 16A, Mapping and Exhibits\Draft Concepts\CADD\210021 - Schellin Property_Multi-Family Concept.dwg by:svin



Example Multi-Family Development



Example Duplex Development

SITE AREA: 16.4 AC
 DEVELOPABLE AREA: 4.9 AC
 STORMWATER MANAGEMENT AREA (SWM): 0.6 AC/13% DEV. AREA

TOTAL UNITS: 10+
 AVERAGE LOT SIZE: 27,800 SF/ 0.6 AC
 LENGTH OF ROADWAY: 480 LF

NOT FOR CONSTRUCTION

| REVISIONS | | REVISIONS | |
|-----------|------|-----------|------|
| NO. | DATE | NO. | DATE |
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| | | | |

DATE: 08/04/2021
 DRAFTER: AKAN
 CHECKED: SVIN
 PROJECT NO.: 210021
 SHEET: 2 OF 2

EXHIBIT S
PUBLIC HEARING NOTICE

NOTICE OF A JOINT PUBLIC HEARING
REGARDING A COOPERATIVE BOUNDARY AGREEMENT
PURSUANT TO WISCONSIN STATUTE §66.0307 BETWEEN
THE VILLAGE OF SUSSEX and THE TOWN OF LISBON

PLEASE TAKE NOTICE that a Joint Public Hearing shall be held on the 30th day of November 2021 at 6:30 p.m. at the Sussex Civic Center, N64W23760 Main Street, 2ND Floor Board Room, Sussex, Wisconsin, 53089. The purpose of the public hearing is to receive comments from all interested persons with respect to a Cooperative Boundary Agreement Plan between the Village of Sussex, Wisconsin, and the Town of Lisbon, Wisconsin, pursuant to Wisconsin Statute §66.0307 ("Agreement"). Interested parties may publicly comment on the Agreement during the hearing and may submit written comments on the Agreement before, at and within 20 days following the hearing. Comments will be considered by the Village and Town before the Agreement is finalized and submitted to the State of Wisconsin Department of Administration for review.

The Agreement details provisions affecting the common boundary lines between the Village and the Town, including the timing of boundary changes. The Agreement also includes provisions with respect to the providing of municipal services within the area specified. A copy of the Agreement is available for review by contacting the Village or the Town as follows:

Village of Sussex

Samuel Liebert, Village Clerk/Treasurer

Caren Brustmann, Deputy Clerk

N64W23760 Main Street

Sussex, WI 53089

Phone: (262) 246-5200

sliebert@villagesussex.org

cbrustmann@villagesussex.org

Town of Lisbon

Elisa Cappozzo, Town Clerk

Kris Porter, Deputy Clerk/Treasurer

W234N8676 Woodside Road

Lisbon, WI 53089

Phone: (262) 246-6100

ecappozzo@townoflisbonwi.com

kporter@townoflisbonwi.com

This Notice is being provided by the Town and the Village as required under Wisconsin Statute §66.0307.

Upon reasonable notice, efforts will be made to accommodate the needs of disabled individual through appropriate aids and services. For additional information or to request this assistance, please contact Samuel Liebert (Village Clerk/Treasurer) at (262) 246-5200.

ALL PERSONS INTERESTED WILL BE AFFORDED A HEARING AT THE ABOVE TIME AND PLACE.

Dated this 3rd day of November, 2021.

Samuel Liebert

Village Clerk/Treasurer, Sussex

Elisa Cappozzo

Town Clerk, Lisbon

To be published as a Class III Publication November 6, 13, 20, 2021

AFFIDAVIT OF PUBLICATION

State of Wisconsin Circuit Court Waukesha County

PROOF OF PUBLICATION

Telephone Number: 262-246-5211

ACCT Number: 200846

Invoice # 106397012

Account Name: Sussex, Village of
Address: N64 W23760 Main Street
Sussex, WI 53089

IN THE MATTER OF: VOS JPH 11/30/21
AD Number: 106397012
AD Cost: 145.29

I, Charlotte Speener, being sworn, state:

I am the billing coordinator of the Waukesha Freeman, a public newspaper of general circulation, printed and published in the English language in the City of Waukesha, in Waukesha County, Wisconsin, and fully complying with the laws of Wisconsin relating to the publication of legal notices.

The notice, of which a printed copy attached hereto, is a true copy taken from the newspaper as published on the following dates.

11/6/21;11/13/21;11/20/21

Signed: 

Charlotte Speener, Billing Coordinator

STATE OF WISCONSIN SS.
WAUKESHA COUNTY

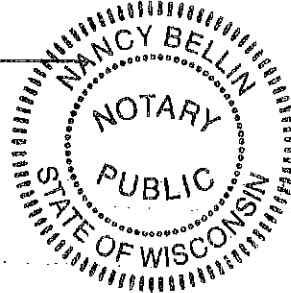
Personally came before me, this date of November 20, 2021
the above named Charlotte Speener to me known to be the person who executed
the foregoing instrument and acknowledged the same.

Signed: 

Nancy Bellin

Notary Public, Wisconsin

My Commission expires: 10/4/22



**NOTICE OF A JOINT
PUBLIC HEARING
REGARDING A COOP-
ERATIVE BOUNDARY
AGREEMENT PURSU-
ANT TO WISCONSIN
STATUTE §66.0307 BE-
TWEEN THE VILLAGE
OF SUSSEX AND THE
TOWN OF LISBON**

PLEASE TAKE NOTICE
that a Joint Public Hear-
ing shall be held on the
30th day of November,
2021 at 6:30 p.m. at the
Sussex Civic Center,
N64W23760 Main
Street, 2ND Floor Board
Room, Sussex, Wiscon-
sin, 53089. The purpose
of the public hearing is
to receive comments
from all interested per-
sons with respect to a
Cooperative Boundary
Agreement Plan be-
tween the Village of Sus-
sex, Wisconsin, and the
Town of Lisbon, Wiscon-
sin, pursuant to Wiscon-
sin Statute §66.0307

("Agreement"). Interested
parties may publicly com-
ment on the Agreement
during the hearing & may
submit written comments
on the Agreement before,
at & within 20 days follow-
ing the hearing. Com-
ments will be consid-
ered by the Village &
Town before the
Agreement is finalized &
submitted to the State of
Wisconsin Department of
Administration for review.

The Agreement details
provisions affecting the
common boundary lines
between the Village and
the Town, including the
timing of boundary
changes. The Agree-
ment also includes provi-
sions with respect to the
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Clerk/Treasurer
Caren Brustmann,
Deputy Clerk
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Sussex, WI 53089
Phone: (262) 246-5200
sliebert@villagesussex.org
cbrustmann@villagesussex.org

Town of Lisbon
Elisa Cappozzo, Town Clerk
Kris Porter, Deputy
Clerk/Treasurer
W234N8676 Woodside
Road Lisbon, WI 53089
Phone: (262) 246-6100
ecappozzo@townoflisbo
nwi.com
kporter@townoflisbonwi.com

This Notice is being pro-
vided by the Town and
the Village as required
under Wisconsin Statute

§66.0307.
Upon reasonable notice,
efforts will be made to
accommodate the needs
of disabled individual
through appropriate aids
and services. For addi-
tional information or to
request this assistance,
please contact Samuel
Liebert (Village
Clerk/Treasurer) at (262)
246-5200.

**ALL PERSONS INTER-
ESTED WILL BE AF-
FORDED A HEARING
AT THE ABOVE TIME
AND PLACE.**

Dated this 3rd day of
November, 2021.
Samuel Liebert
Village Clerk/Treasurer,
Sussex
Elisa Cappozzo,
Town Clerk, Lisbon
Publish: 11/6, 11/13, 11/20
WNAXLP

EXHIBIT T
PUBLIC HEARING TRANSCRIPT

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MEETING OF
JOINT PUBLIC HEARING
OF THE
SUSSEX VILLAGE BOARD
AND
LISBON TOWN BOARD

Meeting: Public Comments of Cooperative Plan under Wis.
Stat. 66.0307 between Village of Sussex and Town of
Lisbon

Tuesday, November 30, 2021

6:30 p.m.

at

Sussex Civic Campus

2nd Floor Board Room

N64 W23760 Main Street

Sussex, Wisconsin

Reported by Amy Schneider, CSR, RPR

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A P P E A R A N C E S

COMMITTEE MEMBERS:

VILLAGE OF SUSSEX

President Anthony LeDonne (Chairman LeDonne)

Stacy Riedel

Gregory Zoellick

Lee Uecker

Scott Adkins

Ron Wells

Benjamin Jarvis

Jeremy Smith, Village Administrator

Attorney Stan Riffle, Village Attorney

Attorney John Macy, Village Attorney

TOWN OF LISBON

Chairman Joseph Osterman (Chairman Osterman)

Douglas Brahm

Marc Moonen

Linda Beal

Rebecca Plotecher

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TRANSCRIPT OF PROCEEDINGS

CHAIRMAN LEDONNE: We're going to have a quick update from Attorney Stan Riffle.

ATTORNEY RIFFLE: Yes. All right. This is like deja vu all over again all over again. A little history in terms of where we are now and where we were in the past.

I was here in 2000, when the Town and the Village were at each other's throats. And there was an agreement that was reached. It was an agreement that was reached under a statute that allows two municipalities to enter into an agreement by contract and to settle disputes over annexations. That agreement at that time, at least in terms of how it relates to the folks that are here, I think, is fairly identical in terms -- at least in terms of what the -- the shifting of boundaries are as what we're dealing with now.

That agreement was in place for 19 years, until 2020, when there was a lawsuit between the Town and the Village relating to a term in that agreement that related to whether or not the the Village could object to the Town's attempt to incorporate. And as a result of that lawsuit, the Town and the Village got together.

1 There was some political shifts in terms of people
2 that were on the two boards and ultimately
3 resulted -- and you -- most of you probably were
4 here. Today, I'm up here instead of back there,
5 so you don't have to crane your necks because I
6 thought that would be a nice thing to do.

7 What that agreement was a 66.0301
8 agreement that is a contract between two
9 municipalities that allows them to do a couple
10 things. It allows them to set the boundaries. It
11 allows them to talk about sharing services. It
12 allows them to talk about planning and, you know,
13 regulations associated with zoning and planning.
14 That agreement was put into place in 2020.

15 Under that statute, there is a
16 provision that allows folks that feel that they
17 don't want -- or want to put to referendum whether
18 or not that agreement should be put into place by
19 the people that are affected. Now, the people
20 that are affected by that agreement are the same
21 people that are affected by the agreement of 2001,
22 and those folks under the 2001 agreement would,
23 when they sell their property, develop their
24 property, divide their property, would have to go
25 to the Village.

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In the 2020 agreement, it was revised to provide that there would be a ten-year subset, and then they would come into the Village at that time. Nothing really as it relates to the folks that are affected by that changed. There were some enhancements that were for the benefit of the Town that were added. There were more sewer concessions from the -- from the Village to the Town, whereas the Village would provide more services. There were more water concessions, where the Village would be willing, at the cost of the Town, to provide utility services as it relates to water. There were changes as it relates to what design standards in certain areas. There are four, what we call, entry areas into the Village that the Village was concerned about, where the Town would have to agree to abide by the standards that the Village has.

But as it relates to the folks that are affected, the change between the 20- -- 2001 agreement and the 2020 agreement were that there would be ten-year sunset in addition to the other provisions that if you developed your property or hooked up to sanitary sewer water, you would have to come in. That agreement had a provision in it

1 that said if for some reason this intermunicipal
2 contract were not to be able to be fulfilled, then
3 the parties would work cooperatively to put
4 together a different agreement under a different
5 statute, and that's what we're here tonight to
6 talk about.

7 There is a provision in the
8 Wisconsin Statutes under 66.0307 that provides
9 that two municipalities can put together a
10 cooperative boundary plan, and that cooperative
11 boundary plan that is sent up to the Department of
12 Administration, incorporation -- actually,
13 Department of Administration Boundary Review Board
14 for their analysis. And --

15 (Interruption.)

16 THE GALLERY: Hold on a second.

17 ATTORNEY RIFFLE: She's got it.

18 Thank you.

19 Anyway, that agreement said if we
20 have a problem with enforcing this contract, we
21 will go and redo it in a different format under a
22 different statute, which is what the Village
23 agreed to do in good faith, and the Town agreed to
24 do in good faith. So there was a lawsuit that
25 challenged the contract -- all right? -- and set

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up a referendum vote, and that referendum vote may be coming whenever.

The two parties said, "Well, that puts in jeopardy that intermunicipal contract." Under the terms of that own contract, that very contract, we are the two municipalities responsible to cooperate to put together this cooperative boundary plan, which has been done.

The cooperative boundary plan is a little bit different in terms of the timing of the transfer of lands from the Village to the Town. If the -- if the Town were to be able to incorporate, transfer would become immediate. If the cooperative boundary plan is approved by the State, transfer is immediate.

So the provisions of the boundary changes are, if this plan is approved by the State, and then by resolution of Town and resolution of the Village, that transfer will occur.

There are provisions in there relating to trying to straighten out highway jurisdiction. There are provisions in there that reaffirms the Village's willingness to provide sewer service to the Town. Provisions in there

1 relating to the Village's willingness to provide
2 water service to the Town. And those planning
3 provisions that I talked about, the -- the
4 guidelines associated with the standards for
5 development in the four entry areas that I talked
6 about.

7 Now, last time I was here, the
8 biggest concern that I heard from the folks that
9 are affected here, which is perfectly logical,
10 and, you know, obvious, was that the Village has
11 deferred special assessments associated with
12 provision of sewer and water, and those
13 assessments would come into play when the -- when
14 the transfer would occur. There has been work
15 behind the scenes to try to address the concerns
16 that you folks that are affected that are going to
17 be transferred against your will trying to address
18 that issue.

19 And I know that our Village
20 administrator is poised to tell you about that.
21 So I'll be available for questions, you know,
22 during the, you know -- the open discussion during
23 the public hearing, but thank you.

24 ADMINISTRATOR SMITH: Good evening,
25 everyone. I'm Jeremy Smith. I'm the Sussex

1 Village Administrator.

2 As Attorney Riffle mentioned, one of
3 the things that we heard at the last public
4 hearing is with respect to those special
5 assessments. So as part of this Land And Stone
6 has agreed in principle subject to the deals as
7 outlined in the 66.0307 agreement coming to
8 fruition, and water provision being made available
9 to areas around the quarry that they need, that
10 they are going pay off \$1.4 million of those
11 special assessments, so that there will not be the
12 special assessments for the 63 properties that are
13 coming into the Village as part of that.

14 So Land And Stone is getting water
15 service around their quarry, which is something
16 that they want, and then in exchange, they would
17 be donating 1.4 million to pay off the special
18 assessments. That is contingent on all the other
19 pieces of this agreement getting adopted.

20 I'm also available as the meeting
21 progresses to answer questions.

22 CHAIRMAN LEDONNE: Okay. I am going
23 to open the public -- oh.

24 ADMINISTRATOR SMITH: I'm just
25 moving the podium around so they can address you.

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Sorry.

CHAIRMAN LEDONNE: That's okay.

I am going to open the public hearing on Wisconsin Statute 66.0307 Cooperative Plan Between the Village of Sussex and Town of Lisbon. I ask that you come up in an orderly fashion one at a time. Please state your name and address, and address the Boards not the public. And we will listen. And if you go sit down and want to come back, there will be another opportunity if you do forget something.

So anybody want to speak first?

Aside to Jason. No. I'm just kidding.

THE GALLERY: Evening, everybody.

Jason Wagner; West 235 N7585 Woodside Road, in Lisbon.

I guess I'm kind of here to kind of give a -- give general -- some general comments for pretty much everybody, I believe, here tonight is one of the property owners that's being currently affected by this new -- well, the existing, past, potentially this new agreement that I guess we have not even seen from the two municipalities. You know, we were afforded the ability to see the agreements on the last one

1 before it was voted in. We didn't have much
2 ability to affect it at that time. I guess we're
3 getting a little ahead this time. We haven't seen
4 the agreement. I don't know if an agreement
5 exists in any fashion whatsoever, but I understand
6 it takes time now under the 607 version to create
7 this new agreement; so I am hopeful that as this
8 new conversation goes forward between the two
9 municipalities that these property owners that are
10 affected in the next territory zoning area are
11 afforded the option to speak to what it is that
12 they are being affected by this potential
13 agreement.

14 I know this is not a topic agenda
15 tonight; however, I must preface my -- these
16 additional comments, as Stan did, that the reason
17 we are here tonight is due to the fact that an
18 impending referendum is at hand that would force a
19 new agreement into effect. The property owners
20 stand firm that any new agreement does not hold
21 ability to bind any of the properties listed in
22 extra territory zoning area in the year 2020
23 agreements. Our property shall not be part of
24 this new agreement. The year 2000 court order is
25 not enforceable now; that the year 2000 agreement

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was -- the year 2020 agreement has superseded that.

We were not given the opportunity to voice our opinions when the new 2020 agreement was brought into effect. It was just unilaterally rolled into the new 2020 agreement, the language from the 2020, and there was additional language that was added that is detrimental to our -- our enjoyment of our property, basically.

Time: Wisconsin Statutes and codes do not allow for detaching our properties in the current language of these agreements, except for us actually asking for detachment and for us at this point asking for sewer and water.

Some of the other language we believe is not enforceable.

Current language of these agreements is as no agreements exist with these individual property owners. No one agreed, when the 220 agreement was created. No one discussed with us what our preferences were, if we were interested in, if there was anything that could be agreed on before then.

We're hoping that as this new agreement goes into discussions that we can be

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part of that, if there is the desire for us to hump over.

We appreciate the offer, that \$1.4 million, but the conversation goes farther than that. There is conversations on zoning. There is conversations on timing. There is conversations on ability to pay some of these actual hookups. The \$1.4 million only get the pipes to the edge of the road -- to the edge of your right of way. These property owners will then be affected by then having to hook up additional costs. Many of these houses are far away from the road. There is a substantial cost that's -- that's in play here beyond the gracious offer. I give it -- I give it that -- that -- to get the sewer and water outfitted in front of the houses.

I hope that some of these items could be -- we can be part of in a future conversation. There are a lot of other things, as I stated, that are beyond just money. There are people that are not interested in the detaching. We're hoping that there is a conversation that could be had, where that is an option also, but I guess we will wait and see.

Thank you for your time tonight.

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CHAIRMAN LEDONNE: Anyone else?

THE GALLERY: John Schulte, West 240
North 7571 Maple Avenue.

I guess in some of the -- before
this extension of the Maple Avenue and paving of
Maple Avenue took place, I had a few discussions
with Jeremy Smith. And at that time, we just --
we discussed the fact that we were -- would --
really not in need of water and sewer service or
we were in need of a concrete surface as far as
paving.

Give you an example. I'm 80 years
old. The first thing that happened with this
extension of the sewer and so forth was they
assessed me. I'm a little over 30,000, and the --
the nifty part about this, they gave me ten years
to pay it. And if I didn't pay it in ten years,
guess what? I get to pay about 5300 in interest.

Now, if you're 80 years old, you
plan on your retirement, but you don't plan on
getting, you know -- I guess if you're going into
a subdivision or so forth, and you're buying the
lot, you realize that one of the expenses incurred
is going to be sewer and water.

But you guys are coming in on the

1 backside. Why didn't you take, you know -- you're
2 skipping over the whole fringing subdivision up in
3 to the north of us. That had to be super
4 expensive, if you wanted to take that into the
5 Village, you know, to provide sewer and water to
6 all those properties.

7 You know, what you did is when --
8 when you came along with this agreement, you
9 played hop-scotch. You took one property and you
10 said, "You're going into the Village, but your
11 neighbor, you don't got to go."

12 How -- how did you guys -- how --
13 how do you play Checkers? Do you skip -- "I got a
14 cane. I'm going here?"

15 Who figured this stuff out?

16 You?

17 You?

18 It's the biggest crock of crap I've
19 ever seen. You wanted a border agreement, and
20 you -- you took individual properties. It was
21 pick and save. It's a bunch of BS, Jeremy, and
22 you know damn well it was.

23 CHAIRMAN OSTERMAN: Sir, talk to the
24 Board up here, please.

25 THE GALLERY: He's a member.

1 CHAIRMAN OSTERMAN: This is who you
2 want to talk to.

3 THE GALLERY: When Sussex decided
4 that they needed water from the Frannel (phonetic)
5 farm and they ran the pipes up and down Maple
6 Road, Jeremy was at a meeting at my house, where
7 he said, "You'll never have to be forced to
8 connect."

9 Remember that, Jeremy?

10 That's one of your officers. That's
11 just, you know -- you guys say one thing one day,
12 and the next day, it's something else.

13 Well, I personally can't afford the
14 30,000 or the 35,000 being 85. I'm not working
15 anymore. Could you pull it out?

16 Could you pull it out of your
17 family?

18 You?

19 How about you?

20 You got 30 -- 30,000 that you can
21 pull out of your wallet? And that isn't even
22 without hooking up to your house.

23 How about you?

24 So you realize the position you put
25 people in? How would you like to be 80 years old

1 and retired? Gentlemen, that just doesn't work.

2 My neighbor over here, to hook up to
3 his house, his -- his septic is in the back of his
4 house. And can you imagine how much it would cost
5 to go from the road around to the back of his
6 house and hook up? Then he has to tear up his
7 floor because there is no service in the floor.

8 I mean, the numbers that we're
9 talking about, you know, what do I do? File
10 bankruptcy with the Town of Sussex or the Town of
11 Lisbon?

12 Thank you for hearing me out.

13 CHAIRMAN OSTERMAN: Anyone else wish
14 to speak?

15 Stan, could you layout a -- a little
16 bit of the process of the 307 plan just so
17 everybody's under the understanding of where this
18 goes and how this is all going to work?

19 ATTORNEY RIFFLE: No. This is -- I
20 mean, it's very hard for everybody, and -- but the
21 0307 process is a little different than the 0301
22 process. Under 66.0307, two municipalities can,
23 you know, put together a cooperative boundary plan
24 that is then presented after public hearing after
25 public comment. I must say that the statute

1 requires that from the time that the public notice
2 goes out, which was a Class 3 notice three weeks
3 ago, the plan has to be on file and available to
4 the public, and it was. It was. It was. It's
5 on-line right now. It's been on-line since
6 the 9th -- November 9th. So if anybody wanted to
7 see it, they could have come into the Village
8 Hall. They could have come into the Town Hall.
9 And they could have gotten it.

10 THE GALLERY: How come it wasn't
11 told to us that it was there?

12 THE GALLERY: I didn't get notice.

13 ATTORNEY RIFFLE: Well, actually in
14 the notice --

15 THE GALLERY: What notice?

16 ATTORNEY RIFFLE: The one that went
17 in the paper.

18 THE GALLERY: I don't read the
19 stinkin' paper.

20 (Multiple speakers.)

21 CHAIRMAN OSTERMAN: We have the
22 benefit of -- we have a court reporter here, so if
23 anyone wants to make a comment after he's done,
24 just come up and state your name, and we'll
25 address that. But right now, for her sake, at

1 least --

2 THE GALLERY: Oh, shut up.

3 CHAIRMAN OSTERMAN: Sir, respect.
4 You will get it from us. We will expect it in
5 return.

6 THE GALLERY: You ain't respecting
7 us right now taking our fucking property.

8 CHAIRMAN OSTERMAN: Sir, no swearing
9 in here.

10 ATTORNEY RIFFLE: I'm just telling
11 you: Statute says you put a notice in the paper.
12 The notice was in the paper. The notice in the
13 notice says if you want to see it, you could ask
14 for it. And I believe the notice said it was
15 on-line. If you -- that's all I can say, you
16 know. I don't read the paper very often anyway
17 because I don't get it anymore.

18 Sorry, Kelly.

19 But it was available. Everything
20 was Kosher as it relates to that. So the process
21 starts with putting together that.

22 It primarily was taking the
23 agreement that was -- that you all had that was
24 part of the lawsuit, the 0301 agreement, tweaking
25 it -- actually, to give the Town more stuff from

1 the Village than what was there before. And then
2 you have a public hearing, which we're here
3 tonight. And after the public hearing tonight,
4 you have 20 days to file written comments over and
5 above what you provided to the Boards here
6 tonight.

7 The Boards are obliged, of course,
8 to listen to you and to take into account; and the
9 transcript of this hearing tonight will go up to a
10 a board in Madison. The Department of
11 Administration has a board that analyzes these
12 potential cooperative boundary plans. You can
13 write to them. You can comment to them, and they
14 must take into account your comments. That board
15 will determine whether or not the cooperative
16 boundary plan meets statutory criteria. It must
17 address about a three-page, tiny bit of font of
18 criteria that it must address. And they will
19 analyze it, and they will either approve it or not
20 approve it.

21 If they approve it, then it comes
22 back to the Town and to the Village. There's a
23 public right to seek a non-binding referendum, and
24 it requires a certain number of signatures on
25 petitions like we had in the 0301 agreement, but

1 you could get a non-binding referendum as to
2 whether or not that should go through.

3 And after it comes back to the two
4 Boards, they would determine whether or not they
5 will sign resolutions approving the plan.

6 Once they sign the resolutions, the
7 plan is approved subject to a potential
8 non-binding referendum. And that's the process.

9 Did I answer your question?

10 CHAIRMAN OSTERMAN: Thank you.

11 ATTORNEY RIFFLE: While I'm here,
12 are there any questions from anybody on any of
13 this?

14 THE GALLERY: What's the process to
15 notice the Department of --

16 ATTORNEY MACY: If we're going to do
17 this, they have to stand. They have to give their
18 name. The court reporter has to take this down.
19 We have to review it. I'm not sure the questions
20 and the answers is the appropriate thing to do at
21 this time.

22 ATTORNEY RIFFLE: Okay. I won't do
23 it.

24 ATTORNEY MACY: This is a public
25 hearing, an opportunity for the public to be

1 heard, and we have to carefully consider every
2 comment by every citizen.

3 ATTORNEY RIFFLE: My senior partner.

4 THE GALLERY: Jason Wagner again.

5 I guess I'm looking to understand
6 the process that these homeowners could -- or
7 property owners, I should say, can write comments
8 to the Department of Administration, as mentioned
9 by Mr. Riffle. I'm sure many of them would be
10 interested in providing comments up to the State
11 regarding this agreement that is apparently out
12 there.

13 Thank you.

14 CHAIRMAN OSTERMAN: Does anyone wish
15 to speak?

16 THE GALLERY: Hi. Robert
17 Kalingelhlets, N72W24360 Good Hope Road.

18 So some good news from what I heard
19 is that they were going to at least pay the
20 assessment. 1.4 million is very generous. But as
21 as was mentioned earlier, the concerns about the
22 costs of hooking up, I guess that's something that
23 it's going to bite anybody that has to go to the
24 Town -- or to the -- to -- to Sussex.

25 What I would like to know is: In

1 the plan for the new plan, before there was a
2 moment of time to both pay and hook up, what is
3 the current thought process on that? It was ten
4 years. What is it in the new plan that you guys
5 are talking about? I'm asking.

6 ATTORNEY MACY: Sir, the procedure
7 is that you make your comments, and at the end,
8 they will answer the questions. We can't have a
9 back-and-forth with the Board. It will go on all
10 night. The process for a public hearing is to
11 allow the public to speak and ask their questions,
12 and we'll try to answer all your questions at the
13 end. Okay? If we don't answer the question,
14 you'll get another opportunity to come up and ask.

15 THE GALLERY: (Mr. Kalingelhlets) So
16 basically I think my biggest concern is the cost
17 of this whole thing. I understand that there are
18 benefits to the Town incorporating, and I'm not
19 against any of that stuff. I wish there was a way
20 where we didn't have to all get sucked into this
21 here. In other words, if it's a jagged edge on
22 the road, what's the difference? So I mean, if I
23 had a preference to it, I would say go
24 incorporate. Just leave us the heck alone.

25 Thank you.

1 THE GALLERY: Mike Fitzlove [as
2 heard]. I live at W240 North 6881 North Maple
3 Avenue.

4 My question is: I just heard right
5 from the lawyer, there can be another referendum,
6 if we don't like this new agreement? We have a
7 court-ordered referendum now that was slammed 100
8 days past the judge's -- when he slammed the
9 gavel, and we haven't even had that yet. So
10 what's going on with these referendums? There
11 never has been a vote or attempt. They want us to
12 keep extending it out. To me, we're in contempt
13 of court. The Town is in contempt of the court
14 now by not having that referendum that he ordered.
15 So that's my question.

16 CHAIRMAN OSTERMAN: Anyone else wish
17 to speak?

18 Mr. President, can we close the
19 public comments for the moment? Answer a few
20 questions?

21 CHAIRMAN LEDONNE: Yeah. Then we
22 can reopen it.

23 CHAIRMAN OSTERMAN: Okay. So Jason
24 Wagner asked the process to write comments to the
25 State on the agreement. Stan, is there anything

1 you can add to that other than what's on our web
2 site?

3 ATTORNEY RIFFLE: The Department of
4 Administration web site will give you all of the
5 information you need -- Can you hear me?

6 COURT REPORTER: Yes.

7 ATTORNEY RIFFLE: Okay.
8 (Continuing.) -- related to providing public
9 comment to the -- the department.

10 There is a provision that also
11 provides that anyone can give comments after this
12 public hearing to either the Town or the Village
13 in writing, and that will be forwarded to the
14 Department of Administration.

15 With regard -- shall I answer the
16 other question that was presented relating to the
17 referendums?

18 CHAIRMAN OSTERMAN: Yes.

19 ATTORNEY RIFFLE: All right. So
20 there is the provision relating to the current
21 lawsuit under 66.0301. That lawsuit -- there has
22 not been an order by the Court to hold a
23 referendum yet because the two lawyers -- and I'm
24 not one of them -- are still discussing the
25 logistics of all that. That has not been an order

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of the Court. Nobody's in contempt. That still is pending.

There had been discussion about the possibility of holding a referendum with regard to that contract at the April regular election that would save all taxpayers money, because special elections are very expensive. However, these are two entirely separate processes.

If this cooperative boundary plan is approved by the Department, it will basically supplant or replace the 66.0301 agreement. That will be a nullity. The 66.0301 agreement will not be necessary because you'll have a cooperative boundary plan that takes its place.

The distinction between the two referendums are under the contract that's in court, it's a binding referendum. The referendum, if it would be sought and approved -- or sought and put into place, it would be a non-binding referendum, and both these Boards could ignore the results of that referendum.

And the difference between the two is in the 66.0301 contract, it's only the people that are affected that vote. In the cooperative boundary plan referendum, you need a lot more

1 people to sign petitions because you have to have
2 a percentage. I think it's 15 percent of the
3 entire population that voted in the gubernatorial
4 election, and it would open up the referendum to
5 everyone in the municipality.

6 So it's a totally different deal,
7 and it's not binding. That's the difference.

8 Well, it's 10 percent, not 15.

9 CHAIRMAN OSTERMAN: Then Robert
10 Kalingelhlets talked about the cost of the hookups
11 in relation to how much time will they have to
12 hook up.

13 ADMINISTRATOR SMITH: Thank you very
14 much, Mr. Chairman.

15 The Village -- current Village
16 policy for water or sewer hookups is ten years.
17 So once the property came into the Village of
18 Sussex, there is a ten-year time line, which --
19 which you can wait to hook up. You can come in
20 right away to hook up, or you can wait the full
21 ten years. That's the current Village policy with
22 respect to the utility hookup. It adds for the
23 difference in property under the current -- under
24 the 66.0307 cooperative plan that is proposed and
25 being discussed this night. On adoption of the

1 cooperative plan, the properties that are to come
2 into the Village come into the Village
3 immediately.

4 CHAIRMAN OSTERMAN: I don't know if
5 I missed anything that was up to the cost of
6 hookups is going to vary between each property.

7 Do you have anything to add?

8 (Discussion between board members.)

9 CHAIRMAN OSTERMAN: Jeremy, as far
10 as the time on the -- for paying the hookups, now,
11 obviously, the mains are being paid for in the
12 road, but -- and the laterals are usually on the
13 property owner 100 percent at that point.

14 As far as the actual costs of
15 hooking up sewer and water, is any of that
16 deferred over a time period?

17 ADMINISTRATOR SMITH: No. That's
18 due upon hookup.

19 CHAIRMAN OSTERMAN: Anything else?

20 CHAIRMAN LEDONNE: I think that was
21 it. Yeah. We will reopen the public hearing for
22 further comment, if anyone has anything they would
23 like to say.

24 THE GALLERY: Jason Wagner again,
25 Woodside Road.

1 Comment was made about zoning, some
2 conversations have been had about zoning, previous
3 on-site conversations. I was wondering if there
4 is anything related to zoning that is in
5 continuing of zoning or certain properties that is
6 in this potential agreement that's being sought.

7 CHAIRMAN OSTERMAN: Anyone else?

8 ATTORNEY RIFFLE: You want an
9 answer?

10 CHAIRMAN OSTERMAN: Hang on, Stan.
11 Someone else is coming up.

12 ATTORNEY RIFFLE: Okay.

13 THE GALLERY: John Plesh [as heard],
14 West 235 North 7617 Woodside Road.

15 I don't understand the deal. How
16 come all of a sudden everybody is supposed to be
17 happy because Land And Stone is giving \$1.3
18 million? Got nothing to do if you're not paying.
19 We're not paying. What happened otherwise if they
20 didn't? They're doing it because they're getting
21 something out of it. You're getting something out
22 of it. And you're getting something out of it.
23 We're paying.

24 This isn't like any of you. So
25 where does the Land And Stone money come from if

1 they didn't do it? It's got to be something like
2 we talked about Frannel's property. I don't see
3 Al around. He's in Sussex already. How about
4 across the street from him, where the sewer ran
5 through there? Who pays for that? Who pays for
6 all of the lawn stretches on Woodside Road? Who
7 pays for that?

8 Now because Land got in here,
9 they're going to put some money out. That's going
10 to pay for everything or is it going to come back
11 and bite us again and the whole Village of Sussex?

12 There is a question for you. Some
13 decent answers, though. Because what -- what did
14 this \$1.3 million come about by Land And Stone? I
15 just heard about it a week ago or so. Did they --
16 it's got to be some reason they're doing it.
17 We're supplying all of the stone to their -- some
18 subdivisions or something, right? So they're
19 getting -- they're getting the money back somehow.
20 So it's -- not sure it's going to help us out, but
21 how about the rest?

22 We -- we need some compensation for
23 our lateral runs. We don't -- most of the people
24 don't need it, the sewer water. Period.

25 I think we better find some other

1 ways to find some money to compensate the people
2 that are here that have the properties.

3 Thank you.

4 CHAIRMAN OSTERMAN: Those are two
5 pretty good-sized questions. Maybe close it and
6 address.

7 THE CHAIRMAN: All right. We will
8 temporarily close the -- the public hearing and
9 answer some questions.

10 CHAIRMAN OSTERMAN: And the zoning.

11 ATTORNEY RIFFLE: The provisions of
12 the cooperative boundary plan only relate to the
13 entry areas into the Village.

14 As it relates to any of the
15 properties that would be coming into the Village,
16 it would be coming in under their conforming
17 zoning that would be compatible with what the
18 zoning would be in the Village. In other words,
19 they would try to find the zoning classification
20 that is closest to the Town classification.

21 If the property owners would like to
22 seek a rezoning, they would approach the Village,
23 just like they would approach the Town, for some
24 type of zoning reclassification.

25 It has zero effect on the zoning of

1 the properties that are coming in.

2 CHAIRMAN OSTERMAN: The other
3 question was as far as the -- with the Land And
4 Stone donating this money toward the special
5 assessments, there is quite a few questions in
6 there all kind of leading towards the same thing
7 as far as what does that money go for.

8 Well, the money goes for the mains
9 and the laterals in the roads -- not the laterals.
10 Excuse me -- the mains in the road.

11 I think Jeremy might be the best to
12 explain some of this as far as what all those --
13 all that money is going to pay for.

14 ADMINISTRATOR SMITH: Sure. It is
15 standard practice in the Village of Sussex that
16 when sewer and water is extended past the property
17 that special assessments are issued for these
18 properties. For these properties that are held in
19 the Town of Lisbon, those are held in abeyance
20 until they come into the Village.

21 So if you build a house in a
22 subdivision, you pay for that as part of your lot
23 as a special assessment. The developer paid for.
24 If you pay for any of the properties that have
25 already come into the Village throughout the

1 years, they pay those special assessments as they
2 came in.

3 So the 1.4 million is the amount of
4 outstanding special assessments against properties
5 in the Village of Sussex and in the Town of Lisbon
6 that had not been paid. So it would pay off all
7 the special assessments off in the Village. So it
8 would be money that indeed folks in this room
9 would owe or other people that aren't here
10 tonight.

11 As for Land And Stone, they are
12 getting water service to -- to areas around their
13 quarry. That's what they are getting paid for by
14 the Town of Lisbon; and they're getting water
15 service from the Village of Sussex around the
16 quarry areas which is of value to them.

17 CHAIRMAN OSTERMAN: So if there is a
18 main run in the road in front of your house, there
19 is a cost to that, and that's the special
20 assessments that have been levied against the
21 properties. That is what Land And Stone is paying
22 for -- anything that's in the public right of way
23 that would normally then be assessed to the
24 homeowner. That is what we talked about last
25 time.

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And if I am in any way mistaken here, please correct me, Jerney.

ATTORNEY MACY: This is John Macy.

Mr. Chairman, if I may, the Land And Stone agreement with the Village of Sussex is being -- the money is being given for -- so the Village of Sussex will give water to the Town of Lisbon in certain areas. That's why Land And Stone is giving the money is so Village of Sussex will give -- give water to.

Otherwise, the Town of Lisbon would have to have purchased the right to get that money. So that's why the money's being given.

The monies being used is a different factor, and the money being used is because the Village of Sussex Village Board decided and negotiated with Land And Stone Product to use that money to pay off the special assessments.

I just wanted to clarify what the money is being given for. In the Town of Lisbon, it's to reduce the well guarantee. The -- the Land And Stone Product has a well guarantee on all of the properties that are not serviced by municipal sewer and water. They have to continue that well guarantee. If they're willing to give

1 this money to reduce the well guarantee, and,
2 again, the third component is always what is the
3 money going to be used for. And the Town of
4 Lisbon has agreed as part of the negotiation to
5 use any monies they receive to put in municipal
6 water in those areas to reduce the well guarantee.

7 So there is three components to each
8 of the two agreements.

9 And one of the questions was, you
10 know, why haven't we seen the agreement. You
11 know, the agreements have -- actually were --
12 the -- the -- had been negotiated over the last
13 several weeks, and the actual wording on the
14 Lisbon agreement was agreed to by their attorney
15 at -- Kathy, what time? Two o'clock this
16 afternoon?

17 ADMINISTRATOR NICKOLAUS: Yes.

18 ATTORNEY MACY: I mean, all of the
19 details that were worked out, these are very
20 simple agreements. They're only one or two pages.
21 They're not complicated legal agreements. We
22 decided to keep them very simple. But the Land
23 And Stone Product is giving money to Sussex so
24 Sussex will give water to Lisbon, and with the
25 agreement, the water will be used to pay the

1 special assessments. That's all in writing. Land
2 And Stone is giving money to the Town of Lisbon to
3 reduce the well guarantee with the understanding
4 that -- that all the money received to -- by the
5 Town of Lisbon -- hopefully the Village of
6 Lisbon -- will be used to put in municipal water
7 and reduce the well guarantee.

8 I would just want to make that very
9 clear because it's really separate and aside from
10 the 0307 agreement. It's -- it's just -- it just
11 happens to fit into the total picture.

12 So Mr. Chairman, did I explain that?
13 Does that make sense?

14 CHAIRMAN OSTERMAN: Well, the people
15 want to know what the money is going to pay for.
16 Essentially, what it's relieving them of is the
17 mains in front of their home, which they would
18 have been responsible to pay for, or any other
19 special assessments. Maybe it wasn't mains, but
20 I'm not sure what else it would have been.
21 Anything that the Village would be assessing
22 property owners as they came in, this money is
23 pledged to go pay for that, correct?

24 ATTORNEY MACY: That's Correct.

25 CHAIRMAN OSTERMAN: So if this was

1 not happening, so let's say this doesn't happen,
2 at some point in the future these homes go in,
3 those special assessments are going to be assessed
4 against these properties unless by some miracle
5 somebody came up with another agreement. This
6 money at this point is going to pay for this as
7 being pledged. Later on, I don't know.

8 I'm -- you -- this -- this Board
9 wasn't here when the first board agreement was
10 done. We were here for the 2020 and this one. I
11 think this is a great thing that they're able to
12 negotiate. I mean, you're talking about paying
13 for all these special assessments, which was a
14 huge part of this.

15 I was trying to pull the sheet up
16 here, but I can't get on the Internet, which
17 listed them all off. It's not the lateral. It's
18 not. But it is the special assessments, which for
19 some people is a lot of money and a considerable
20 amount of money. So I mean, this was, you know --
21 this was really good that they come out.

22 CHAIRMAN LEDONNE: Yeah.

23 CHAIRMAN OSTERMAN: This is huge.
24 This is very big. So I think that answers all
25 that, if you want to go on.

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CHAIRMAN LEDONNE: Yep.

ATTORNEY MACY: I want to clarify one of the answers that was given and give more technicality, if I may.

CHAIRMAN LEDONNE: Yeah.

ATTORNEY MACY: Several people have asked how to do comments, and you can send your comments to the State, as Mr. Riffle has indicated, but -- but actually, the procedure in the state law is that you make your comments tonight or you make them in writing to the municipalities within the 20 days, and then all those comments -- because if you send it to the State, I can't guarantee you where it's going to go or how it's going to get there. But if you send it to one of these two municipalities within 20 days of tonight's date, plus the comments that are made tonight will be sent. Sam, am I correct?

MR. LIEBERT: Within 20 days.

ATTORNEY MACY: We will send all of those written comments to the community -- to the State. We are required to do so by law after reviewing and analyzing them.

So I want to make it simple for everybody. If you want to make comments, the best

1 way to do it to be guaranteed that they will be
2 reviewed by the State, which is the question you
3 asked is: "How do I make sure my comments are
4 reviewed by the State," is to submit them in
5 writing within 20 days to one of the two
6 municipalities.

7 Correct, Sam?

8 MR. LIEBERT: Yes.

9 CHAIRMAN OSTERMAN: It's part of the
10 process, handwriting? Or emails, would they work,
11 John? What is the best way?

12 MR. MACY: Either way.

13 CHAIRMAN OSTERMAN: So maybe we can
14 put a link on our web sites. Probably make it
15 very easy and very transparent for everyone to get
16 this information in. And, obviously, respond to
17 anybody that sends an email confirming that we
18 received this.

19 CHAIRMAN LEDONNE: That's a good
20 idea.

21 CHAIRMAN OSTERMAN: So if you send
22 an email, make sure you receive a response from
23 us. If not, call us or send another one.

24 CHAIRMAN LEDONNE: Okay. We'll
25 reopen for more comments from the public.

1 THE GALLERY: I got another one.
2 John Plesh.
3 This all sounds good for right now
4 if you're going to pay for the lines to the road.
5 How about for the people that don't have lines in
6 the road yet? What happens then? Is this
7 agreement going to pay for theirs, when they need
8 it, when the Village plans on putting more lines
9 down the road? Because we still live there, but
10 we're going to be -- we won't have nothing to run
11 to it. Right? Because there is a lot of property
12 there that there aren't -- there is nothing in the
13 road.
14 And how about the properties that,
15 for instance, the sewer line is in, but their
16 grade is below the sewer line? How do you get the
17 sewage from there up to there?
18 THE GALLERY: A lift station.
19 THE GALLERY: Huh?
20 THE GALLERY: A lift station.
21 THE GALLERY: But is a lift station
22 in your yard? Who has to pay for the lift
23 station?
24 THE GALLERY: You do. It's on your
25 property.

1 THE GALLERY: Okay. Well, I guess I
2 know then.
3 There is more costs there.
4 Thank you.
5 THE GALLERY: My name is James
6 Radtke. Address is N72 West 24474 Good Hope Road.
7 It's not just the cost of the sewer
8 lines; but, again, I want to mention it's the
9 improvement costs for my plumber to go from the
10 road to my house to hook up. What is that?
11 \$10,000, perhaps? Okay.
12 But then after that, I had sewer and
13 I had a well and a septic, which works perfectly
14 fine, which we're happy with, but now, ten years
15 from now, if this all happens, I'm in Sussex.
16 Then I have that monthly or quarterly bill for
17 water and sewer. I don't have that now, and I
18 don't want that.
19 And I moved to Lisbon because of the
20 community it was, because of the taxes, because
21 of -- it's a nice place to live. And now, it
22 just -- being forced to perhaps be put into
23 Sussex -- nothing against you guys, but I'm real
24 content and happy now, and it's cheaper.
25 So thank you.

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THE GALLERY: Sorry. Me again.

Jason Wagner, Woodside Road.

A couple more questions. When you say \$1.4 million, does that -- is that all 64 properties that are on the list? There is just a couple properties out there that aren't developed yet, so I guess I'm just trying to identify if it's all 64 properties that are on the list.

Will the properties, if this moves forward, are they only under the, I guess, burden of assessments for sewer and water? When we come into the Village, there isn't any assessments that will be imposed or posed upon them for any other parks, whatnot, that some of the other new lots, developments coming into the -- into the Village are levied with?

We talked about sewer and water mains. Sewer and water mains include laterals to the houses. There is precedent both directions in the Village of Sussex, where the laterals are extended to the property line for water already, but there is precedence for sewer where the lateral is extended to the property line and where the lateral is not extended to the sewer from -- to the property line from the main.

1 I would hope that this \$1.4 million
2 if we're talking if this is the way it's going to
3 go, I'm hoping that it is the installation of
4 mains and whole laterals to the property lines at
5 a minimum.

6 Another comment I have, perhaps, is
7 this is some of the conversations that have been
8 had previous in our group. Some of the septic,
9 some of the wells are fairly new in some of these
10 properties. Some are old. Some are new. I would
11 hope that there is a consideration inside this
12 agreement as it is developing that there is a
13 provision for the failure of the septic and the
14 well per DNR standards, not just failure of pumps
15 and mechanisms but an official failure of the
16 sewer or the failure of the septic, failure of the
17 well, where it needs to be abandoned.

18 I don't know if ten years -- I mean,
19 I can understand that some of these septic and
20 some of these wells are probably going to fail
21 within the ten years, and I can see that that may
22 be something to consider in a conversation that
23 person would be at that point necessary to hook
24 up.

25 But as far as somebody that has a

1 new septic, has a new well, I think that person
2 should be afforded some latitude to enjoy the --
3 the expense that they've put into that sewer -- or
4 that septic and that well sometime beyond the ten
5 years. So I don't know if there is a threshold
6 that could be put in place, if this is to move
7 forward, as it sounds like it's going to be,
8 whether or not that septic could be
9 grandfathered -- that well could be grandfathered
10 at a certain time period if it's been installed
11 over X amount of previous years.

12 So thank you.

13 THE GALLERY: Mike Fitzlove again on
14 Maple Avenue.

15 Is this 1.4 million from, you
16 know -- going to be retroactive to the people that
17 were already forced from your old agreement to
18 join Sussex? I mean, the frontage line, are they
19 considered or are they just tossed out because
20 they wanted to improve the property?

21 You know what I'm talking about,
22 Joe, so are they considered in this? Because they
23 were in the agreement that's now into the -- this
24 lawsuit thing. Are they going to be kicked to the
25 side or are they going to be joined in this money

1 that's for the frontage, I guess.

2 CHAIRMAN OSTERMAN: I guess to

3 clarify, you're talking about the homes that have

4 already gone into Sussex and already paid their

5 assessments?

6 THE GALLERY: I believe they had to

7 to put their addition on, so -- so -- so are they

8 going to get the money back? Something to

9 consider because they did the agreement because

10 they wanted to improve their property.

11 So thank you.

12 CHAIRMAN LEDONNE: Any other

13 comments?

14 THE GALLERY: My name is Ryan

15 Weitzer. Maple Avenue.

16 So, again, with the septic and well,

17 I would ask that if we're going to be forced to

18 hook up, if there could be some sort of

19 grandfathered clause. My property, for example,

20 is 200 feet from the road. So realistically, you

21 know, you're not going to normally run a sewer

22 line that far, and that costs -- I don't know --

23 30, \$50,000 or something.

24 So if you guys are going to force us

25 to hook up, then I would ask that you help pay for

1 some of that, if it's -- if it's not a realistic
2 location that's close to the road, if Sussex or
3 Lisbon will help us cover some of that cost.

4 Also, I know I think Stan's name
5 mentioned. In the 2020 clause, if the property
6 was sold that it would get annexed in, and that's
7 not true because I bought my home four years ago,
8 and now I'm faced with this, and that wasn't made
9 aware to me. It didn't come up on a title search
10 or anything. I did a legitimate real estate
11 transaction. Now I'm forced with this expense,
12 basically. So imagine buying something as an
13 investment for, like, your home, and all of a
14 sudden you have \$50,000 potential fee.

15 So I don't know if -- if that could
16 be answered, but that -- that didn't seem to be
17 the case. I know some other people bought
18 property recently, too.

19 And then also, can you explain
20 specifically what you're voting on tonight? We
21 have these in favor or opposed checkmarks, so
22 obviously during this, but can you explain to
23 everybody clearly what we're voting on?

24 And then again, with that \$1.4
25 million, just make it simple yes or no: Does \$1.4

1 million cover everybody's -- all 64 property sewer
2 and water hookup fees?

3 CHAIRMAN OSTERMAN: A lot is there.

4 THE GALLERY: My I'm Christine Dine.
5 N72W224030 Good Hope Road, Sussex.

6 Anyhow, I guess I'm -- I'm sorry.
7 I'm very confused. We did not have a chance to
8 understand what this new agreement is. You
9 mentioned it was posted in the newspaper. You
10 yourself mentioned you don't get a newspaper. So,
11 you know, it's kind of ironic, you know, to post.
12 This is -- I think that's kind of underhanded.

13 You guys know that we all have
14 questions about this agreement that is out there.
15 There is -- how many of us have been to every
16 meeting? How many of us have asked what is what?
17 I guess I need to know: What is the agreement,
18 this \$1.4 million? Great. If that's paying to
19 the laterals, but -- so also, a -- a couple of
20 other things that people have asked.

21 Why do we have to have hookup? Can
22 we just -- our wells are -- are good. Our septic
23 tanks are good. Could we be grandfathered? If
24 they fail, we address that then, and, you know, it
25 still only becomes Sussex with that. So that's a

1 question I have -- I think many of us have.

2 And, yeah. Again, I mean, I think
3 that would help a lot of us. I mean, not to be
4 whatever, but more than 50 percent of this group,
5 people have retired -- I'm just guessing -- but,
6 you know, they don't have the money. The
7 gentleman there, who is, you know, 80 years old.
8 I mean, he's get --

9 THE GALLERY: I haven't been working
10 either.

11 THE GALLERY: Yeah.

12 THE GALLERY: Yeah. So, I mean, I
13 understand. And had we built in the new
14 subdivision, had, you know, built one of these
15 homes, we would have been charged with all of
16 this. We bought the older homes. When we bought
17 our home as well 17 years ago, we were told that
18 we would not have to connect to sewer and water
19 unless we chose to or it failed. So in no way
20 that has to change. I -- I don't understand that.
21 I guess I would like clarification on that.

22 And take into consideration that we
23 don't have to hook up unless we -- we want to or
24 there is a failure.

25 And if, you know -- I guess if some

1 people want to or need to, if there be some kind
2 of compensation for the hookups from -- because --
3 so our laterals are being -- up to the road is
4 being paid for. Again, thank you. I would agree
5 with everyone else. That's generous.

6 But, you know, Lisbon, you guys are
7 giving up your taxes. I mentioned this before.
8 So why not, over the next ten years, we don't pay
9 taxes and we keep that money and that goes to our
10 hookups if you're going to make us do the hookups?
11 You don't care if you have our taxes now, so give
12 these people their taxes for the next ten years,
13 and that can go towards their hookups. Just an
14 idea.

15 Thank you.

16 CHAIRMAN LEDONNE: Okay. We're
17 going to close the public hearing again
18 temporarily and try to answer some of the
19 questions.

20 CHAIRMAN OSTERMAN: John had asked
21 about the lines in the road as far as the ones
22 that aren't there yet.

23 Is there any -- and I don't know
24 what the plan is for the Village for this on that
25 one.

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ADMINISTRATOR SMITH: So to be clear, the special assessments are the existing deferred or proposed special assessments, so it's what's out there today. Not what may be in the future. Most of these properties already have water or sewer adjacent. I can't say that they all do. I think there are a few that don't. But most of this work is now in at this point. And so it's for the existing sewer and water special assessments. That's what the 1.4 -- that's how much the outstanding special assessments are today. It would pay off the existing special assessments. Some of them are deferred because the properties are in the Town of Lisbon. Some are in payment, because they're in the Village of Sussex.

It's not retroactive. If it's retroactive, that means there's less than 1.4 million to pay all of your special assessments off. So it just pays what's outstanding, the outstanding balance.

CHAIRMAN OSTERMAN: Okay. So that kind of addresses a few of the comments that Jason had had.

And as far as the assessments that

1 had ever been assessed, Mike Fitzlove had asked
2 then as far as retroactive, that's the answer on
3 that one. It's only the ones that are current
4 that have not -- so only Lisbon residents going
5 into the Village.

6 THE GALLERY: Well, they were forced
7 on the last agreement, Joe.

8 THE GALLERY: That's 30 grand right
9 there.

10 CHAIRMAN OSTERMAN: Hold on. You
11 can come back up, but -- so that's the answer to
12 that question.

13 Jeremy, can you talk about as far as
14 with the Village, why there can't be anything --
15 so the Village has a process and you have statutes
16 relating to PSE that you have to follow as far as
17 why you can't do things differently from one home
18 to the next as far as requesting water and sewer
19 hookups.

20 ADMINISTRATOR SMITH: Yeah. I think
21 you just summarized it. You have an existing
22 house. You have ten years to hook up to water or
23 sewer. There is always hardship cases that can be
24 looked at, if you're a thousand feet away. I
25 don't want to say a specific number, but we look

1 at there are situations where it's just
2 practically infeasible to connect the water or
3 sewer.

4 But there is a reason for
5 consistency because we do have a requirement to
6 hook up. When you have a municipal water and
7 sewer system, there are requirements for that
8 system and for the PSE to require folks to hook up
9 and for the Village Board to determine that ten
10 years is that reasonable policy is to do so.

11 CHAIRMAN OSTERMAN: As far as Ryan
12 had talked about he bought his home four years
13 ago, I don't know why it doesn't show up on a
14 title search. I mean, since 2001 -- or 2000, I
15 guess -- I don't remember which date it was, the
16 first border agreement, these homes were all
17 identified over 20 years ago that they would at
18 some point be going into the Village of Sussex.
19 Now, whether there was confusion of when or how
20 they were identified, I don't know.

21 CHAIRMAN LEDONNE: I don't know if
22 there was a set-up trigger or if they sold or not.
23 I don't know. That's before me.

24 CHAIRMAN OSTERMAN: Right. There
25 was a lot of different things discussed. I think

1 it changed over the years a little bit, but, I
2 mean, we clarified it in the last border agreement
3 for sure what the triggers were to go into the
4 Village.

5 But the original one, there was --
6 there was processes that were supposed to be
7 following. And some of it was somebody said,
8 "Well, I put a new septic system in." Well, that
9 should have been a trigger. The problem is is the
10 Town isn't alerted when you put a new septic
11 system in because that's the county. So if the
12 Town doesn't know, the Town can't alert the
13 Village, and it's -- that's what happened with
14 that. I mean, that's how that worked. You know,
15 if we don't know, we can't tell anybody, and -- or
16 somebody says to me, "They were put in when
17 they're weren't supposed to."

18 CHAIRMAN LEDONNE: Does Stan have
19 any more on that?

20 ATTORNEY MACY: No. We can't give
21 legal advice as to the contract between the buyer
22 and the seller and the code. We can't -- we can't
23 talk about that. That's between the buyer and the
24 seller --

25 CHAIRMAN LEDONNE: Right.

1 ATTORNEY MACY: -- and their title
2 company. I really don't think the municipality
3 should comment, and that's -- I think the only
4 comments that you made are the only comments that
5 can be made.

6 CHAIRMAN LEDONNE: Okay.

7 CHAIRMAN OSTERMAN: Then I guess I'm
8 done. Anything I missed?

9 CHAIRMAN LEDONNE: Oh.

10 MS. CAPPOZZO: One person questioned
11 what the public hearing comment forms are for.
12 These are not for anyone to vote on anything.
13 These are simply if you just want to register that
14 you are in favor of or opposed to but you don't
15 want to speak, you can fill one of these out just
16 so that that is on the record as well. That's the
17 only thing these are being used for.

18 CHAIRMAN OSTERMAN: So there is no
19 vote tonight. This is just a public hearing. And
20 then the 20-day time frame starts for submitting
21 comments.

22 MS. CAPPOZZO: Kathy Nickolaus had a
23 question and Jason Wagner had a question about if
24 any other assessments were going to be placed on
25 the property, other than the sewer and water, when

1 they move into the -- into the Village.

2 ADMINISTRATOR SMITH: The Village
3 has Chapter 18, which has our land division and
4 development code that applies to the division and
5 development of property. So the mere fact that
6 these properties will be coming into the Village
7 does not trigger the park impact fee or the
8 library impact fee. If properties were subdivided
9 and built on, a new house or a new property or
10 something like that, then it could trigger
11 Chapter 18. But the mere fact they come over as
12 existing structures, even if you remodel that
13 structure, that does not trigger the impact fee
14 code. That's purely relating to dividing and land
15 division and land development on the property.

16 MS. CAPPOZZO: And then there was
17 one more question I had, was the -- the
18 installation of the mains to the property lines,
19 are they all covered, everything, to the property
20 line?

21 ADMINISTRATOR SMITH: What's being
22 covered in the existing special assessments. So
23 for most of these properties, laterals are to the
24 right-of-way line, but I can't say in every
25 condition. I've been here since 2003. Some of

1 these mains were put in decades ago, and I can't
2 speak to all those conditions would be.

3 ATTORNEY MACY: This is John Macy
4 again.

5 Is there a way that that can be
6 determined property by property if a property
7 owner wants to know if the lateral to the main
8 from their property line exists for either sewer
9 or water?

10 ADMINISTRATOR SMITH: in theory, we
11 should be able to figure those out. We should
12 have some records of those from when those were
13 installed. It may take a lot of work to dig
14 through some of the older files.

15 ATTORNEY MACY: Then who -- who
16 would they contact if they wanted to know their
17 specific information regarding their property?

18 ADMINISTRATOR SMITH: The Village
19 engineer. The public works engineer, Judy, and I.

20 CHAIRMAN OSTERMAN: Anyone else?
21 Anyone else hear anything that we didn't address
22 so far?

23 CHAIRMAN LEDONNE: The one gentleman
24 talked about grandfathering the -- well, the wells
25 and the septic, but that we covered with the PSE,

1 correct? Okay. That's what I thought.

2 Okay. We're going to open the
3 public hearing back up for more comments.

4 Anybody have a comment?

5 THE GALLERY: Robert Kalingelhlets
6 on Good Hope, again.

7 These questions are just around the
8 timing on all this. If this agreement is put
9 together, can anybody ballpark how fast I would be
10 in Sussex? And I assume the clock starts the
11 second that I get into Sussex as far as my ten
12 years.

13 And then this is kind of a question
14 about for Sussex. Is there a penalty or is there
15 fines? Or let's just say, ten years from now I'm
16 in Sussex. I don't have the money to run
17 laterals. I mean, are you going to come hook me
18 up and then assess me on my taxes, or -- I just
19 don't know how that works. And if there is fines
20 or -- or what do you do today?

21 Thank you.

22 THE GALLERY: Hopefully, the last
23 time.

24 I just want to make a comment about
25 the titles. I can guarantee that every single one

1 of these properties, there is no listing on any of
2 the titles as far as the special assessments. I
3 will put money on that.

4 Another question is, is: I would
5 like to know how to get the transcripts of
6 tonight's meeting.

7 And I guess another comment or
8 another question came up in my -- in my head as
9 far as comment that Jeremy Smith had made as far
10 as some of these properties -- really, one of the
11 other property owners mentioned, this is -- is
12 that some of these properties don't have any
13 service as far as lateral -- not lateral -- mains
14 in front of them whatsoever. They're not even
15 near the properties. So are we saying that your
16 special assessment today is paid, but there is the
17 potential in the future if a utility is ran past
18 your house in an improvement, that at that time,
19 you are then exposed to future special assessment
20 for -- for that improvement in front of your
21 house? Because I guess that's kind of
22 contradictory to I guess what we're trying to or
23 what I'm understanding is being offered here
24 tonight is to eliminate the charges that would be
25 incurred for any improvements, special

1 assessments, means, whatsoever what's in the right
2 of way and getting your sewer and water hooked up.

3 So thank you.

4 CHAIRMAN OSTERMAN: Anyone else?

5 THE GALLERY: John Fugerino, North
6 72 West 244 Good Hope Road.

7 For the last two and a half, three
8 years, I've been coming up here, listening to some
9 of you, I have been told more than two, three
10 times, Judy Nyes, there will be no assessments
11 whatsoever to all of this -- the roads, the -- all
12 the service being done.

13 Now I'm looking at \$40,000. I was.
14 I -- I thank you much. And now I'm looking at
15 hooking up, if I have to, to product close to
16 \$40,000. They're taking care of their side. Now
17 I think it's time for you all to kick in to hook
18 up and pay for all the laterals, because you're
19 benefiting. You're benefiting. You should have
20 to take care of that.

21 The other thing is, where my
22 laterals are, it's probably 70, 80 feet from where
23 it should have been. Do I have to cover that
24 extra cost when it comes time to hook up laterals,
25 even if I did have to come out with an extra

1 \$40,000? Do I got to pay extra because it's 70,
2 80 feet from where it should have been?

3 CHAIRMAN OSTERMAN: Okay.

4 THE GALLERY. John Schulte on Maple
5 Avenue.

6 As far as -- he's mentioning as far
7 as the laterals, when they were put in, I paid
8 attention to the maps that they had and where they
9 were putting in the laterals. My lateral would
10 have been 40 feet from where it should have been,
11 but the gentleman that you had that was the
12 contractor, he says, "Oh." He says, "No problem."
13 He says, "When we're putting in the sewer and
14 water, we can put that lateral anyplace."

15 If you guys have to put in any sewer
16 and water laterals in, in the future, you should
17 contact the property owners so you put them in the
18 right place.

19 My next door neighbor, he wound up
20 at the end of the -- the existing Sussex water
21 right where it ended, and they never -- they
22 stubbed the house to the east, but they didn't
23 stub his house.

24 The charge for a lateral -- and I'm
25 talking about on Maple Avenue. I'm talking about

1 a short stub. Let's call it 30 feet. 6700 bucks.

2 So if you guys want an idea of how
3 much it costs to run a stub, that's just for the
4 pipe. That ain't the cost -- the cost for hooking
5 it up. I hope that it sheds a little light on
6 some of your questions.

7 CHAIRMAN OSTERMAN: Anyone else wish
8 to speak?

9 CHAIRMAN LEDONNE: Okay. I'm going
10 to temporarily close the public hearing. We're
11 going to go ahead and answer some of the
12 questions.

13 CHAIRMAN OSTERMAN: I'm not sure who
14 was asking about how long it would be before the
15 findings were made that the water and sewer would
16 be found to be made available, and then they start
17 the ten-year clock -- I believe is what the
18 question was on that first one.

19 ADMINISTRATOR NICKOLAUS: Kathy
20 Nickolaus.

21 I believe the -- I'm -- I might be
22 wrong, but I believe the question was when the 307
23 would be completed, what kind of timing we'd have,
24 and that's when their clock would start.

25 So the earliest that that would

1 happen would be April.

2 ATTORNEY RIFFLE: Yeah. You have --
3 the earliest that we can submit the cooperative
4 boundary plan to the Department would be 60 days
5 from tonight, and the earliest -- the latest that
6 they can act on it would be 90 days from then.
7 So, you know, it's 150 days from tonight. I'm a
8 lawyer, not a mathematician. You guys are
9 probably better than that than me.

10 CHAIRMAN OSTERMAN: So once the
11 Board -- the boundary line is done, though, and
12 everything, how long does it take before a finding
13 is made that water and sewer are available?
14 Typically?

15 ATTORNEY RIFFLE: Well, they would
16 have ten years. They would have to -- they would
17 have ten years to hook up.

18 CHAIRMAN OSTERMAN: That starts
19 beginning -- as soon as the border agreement
20 starts, that's when the clock starts?

21 ATTORNEY RIFFLE: When they are in
22 the Village, that's when the clock would start,
23 which would presumably be -- after the cooperative
24 boundary plan is approved by the department, it
25 comes back to both municipalities. At that point

1 in time, both municipalities must adopt
2 resolution, accepting -- finally approving that
3 plan and putting it into place. And then the day
4 after that, the lands will be transferred.

5 So let's look at, you know, 150 days
6 plus ten days to get both Boards to act. I mean,
7 that's probably a reasonable time frame. And then
8 ten years from that is if somebody doesn't want to
9 hook up, ten years from that, they would come to
10 the municipality and say, "I don't think sewer is
11 available now because it's 1500 feet away," and
12 whatever, you know, policy that would be in place
13 at that point in time would be put into place.

14 There are policies -- and I'm sure
15 we have one -- that says we look at it on a
16 case-by-case basis, and if it's obviously half a
17 mile away, I mean, clearly it's not available.

18 I don't know where the guidelines
19 are, but it's ten years down the line if somebody
20 doesn't want to hook up.

21 CHAIRMAN OSTERMAN: Jason asked
22 about how to get a hold of transcripts from
23 tonight.

24 MS. NICKOLAUS: Once we receive the
25 transcripts at the Village or Town, you can

1 contact the clerks at either one of the
2 municipalities and make public records request
3 from us.

4 CHAIRMAN OSTERMAN: I just have a
5 point of clarification that this would only be
6 covering special assessments that have already
7 been there now, not future assessments.

8 I just want to clarify one thing,
9 too. The -- covering these special assessments,
10 this was negotiated by the Village of Sussex, so
11 they are the ones that -- that were able to do
12 this. So this was not something the Town of --
13 now, this all has been a part of the
14 all-encompassing agreement, obviously, but they
15 are the ones that came up with this and negotiated
16 this with Land And Stone.

17 So there is not an infinite pool of
18 money to go from, so this is actually
19 unprecedented. I have never seen anyone do this
20 before, especially this amount of money that's out
21 there.

22 And then you talked about the
23 laterals, which I think we've covered that one.

24 Anything else that was missed?

25 CHAIRMAN LEDONNE: I think -- oh.

1 Yeah. If somebody doesn't want to come in with
2 water at some point, what happens?

3 ATTORNEY MACY: John Macy again.

4 CHAIRMAN LEDONNE: I've never seen
5 it happen, but --

6 ATTORNEY MACY: John Macy speaking.

7 Yes. The municipality has the right
8 to bring an enforcement action. I've never seen
9 them bring daily forfeitures. Maybe Stan has.

10 We have had a situation where we got
11 court orders and went in and hooked up people and
12 they paid for it. Yep, we've done that in this
13 District.

14 ATTORNEY RIFFLE: But again, ten and
15 a half years from now, or ten years and a quarter
16 from now, that's when that would happen.

17 CHAIRMAN OSTERMAN: Also, John had
18 asked about if there is not a stub out of the
19 right of way of the property line, who would pay
20 for that? So basically if it's across the street,
21 I'm assuming.

22 ADMINISTRATOR SMITH: The property
23 owner.

24 CHAIRMAN OSTERMAN: 150 days I
25 believe is right around April 29th, if Google did

1 me right.

2 Anything else that anyone --

3 THE GALLERY: The question on future
4 assessments.

5 CHAIRMAN OSTERMAN: I think that --

6 ATTORNEY MACY: There seems to be
7 some confusion here about what's being paid for,
8 what -- to keep referring here, Jeremy, that there
9 are people who have a special assessment but don't
10 have line in front of their house. That's --
11 that's not true, is it?

12 ADMINISTRATOR SMITH: Anyone that
13 has a special assessment has water or sewer in the
14 road in front of their property.

15 ATTORNEY RIFFLE: But it may not be
16 stubbed to their property.

17 ATTORNEY MACY: So there can't be
18 someone who we're paying their special assessment,
19 who doesn't have sewer and the lines in front of
20 their house. That's the first thing I wanted to
21 clarify.

22 The next thing is, if it's not
23 there, yes. If it comes in, like any other
24 resident, it comes in and the Board determines a
25 special assess for those mains, yes, they will be

1 special assessed.

2 Right? I mean, that's --

3 ADMINISTRATOR SMITH: Sure. I mean,
4 if the Village Board does that or chooses to do
5 that for a project, then that will be.

6 ATTORNEY MACY: But there seemed to
7 be an inference there was a third category, but I
8 couldn't figure out what it is. You either have
9 it, and you have a special deferred assessment and
10 it's going to need to be paid; or you don't have
11 it, and you might at some point in the future get
12 a special assessment, correct?

13 ADMINISTRATOR SMITH: That's
14 correct.

15 CHAIRMAN OSTERMAN: So it is not
16 covering any future special assessment. It is
17 only covering ones that are already in play as of
18 now?

19 ATTORNEY MACY: You can't possibly
20 do future assessments. We have -- there is no way
21 you can have money for something that you have no
22 idea that's even going to occur. There would be
23 very few properties that don't have water or
24 sewer.

25 CHAIRMAN OSTERMAN: Hang on. Hang

1 on.

2 Did we cover everything so far?

3 CHAIRMAN LEDONNE: I think we're
4 good. All right. We're going to reopen for
5 public comment.

6 Your name?

7 THE GALLERY: [John Schulte] Since
8 the Lisbon seems to come up with \$140 million or
9 whatever, and it benefits Lisbon, there is also a
10 direct benefit to the Village of Sussex as far as
11 this whole thing going down. And I think as far
12 as the balancing thing, Sussex should pay for the
13 lateral. This is something that's very simple.
14 I'm not asking for the hookup fee, which is a
15 separate thing, but what I'm saying is that since
16 when the sewer lines and the water lines were
17 constructed, due to a failure in engineering,
18 the -- the stubs were put in the wrong place. And
19 since it was Sussex, who did that engineering, I
20 think Sussex should have a burden -- burden, as
21 far as correcting that; in other words, paying for
22 that stub in the hookup fee. I can see where that
23 could be a responsibility of a homeowner. But
24 screw-ups, I think you got to pay for it, guys.

25 John Schulte.

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CHAIRMAN OSTERMAN: Anyone else?

THE GALLERY: [Jason Wagner]

Hopefully, I'm done. \$1.4 million. Some of these properties, there are undivided large tracts. Does any of this money go to future to undivided properties that are potentially going to be developed? I really think that's an unfair situation that potentially there is a large tract of land that is to be subdivided into subdivisions that at some point that that developer or that property owner is going to benefit from this, when there is a profit motive for developing a property.

None of these property owners here have any profit motive for doing what they're doing and living at their property. I would hope that this \$1.4 million if there is any properties that are considered sub dividable into more than, you know, a handful of lots that that money is used in a better way instead of funding a profitable.

CHAIRMAN OSTERMAN: Jason, I'm going to answer right off the bat right away. It's only current assessments. It's not going towards anything in the future. It is only what is

1 already existing.

2 THE GALLERY: It's just a comment I
3 want to make. Thank you.

4 THE GALLERY: John Plesh again. It
5 might not be the last time.

6 So what I just heard Jason say is
7 that for the properties that there is already
8 sewer line at that -- their properties, they have
9 long line of property there, their sewer there,
10 they won't have to pay anything because it's there
11 already.

12 But for my house, I'm here now. I
13 live there. But there is no sewer in front of me;
14 and there is quite a few other ones, there is
15 nothing there. So I'm next to Sussex. And in two
16 years, you're going -- they're going to say,
17 "Well" -- or ten years. I don't care if it's ten
18 years. "Well, you got to pay for the sewer line
19 now for one house to get down the road, but you
20 paid for this other guys's all the way down."

21 Don't you think there should be
22 money set aside in some way for the people that
23 don't have the sewer in front of their house? I
24 think it's a great, and -- and someone should be
25 definitely held accountable when they put the

1 sewer lines in that you can't look at whoever the
2 engineer is. You can't look at a house and say,
3 "Where is your sewer line coming out so we can put
4 this in the right spot?" That's going to be a
5 problem with everybody's house here if they just
6 put it wherever they felt like putting it.

7 But my biggest question is: The
8 sewer that isn't there that the people are going
9 to have to pay for because we're all in the same
10 boat, but we're going to get stuck for paying for
11 the sewer, when they want that to happen. That is
12 an important one. If he's paying \$1.4 million to
13 everybody else, maybe Sussex and Lisbon should get
14 a kitty together so they can pay for the sewer
15 that wasn't put in that should be.

16 CHAIRMAN LEDONNE: Any other
17 questions?

18 THE GALLERY: So the problem is
19 there is no consideration. My next door neighbor,
20 my kid that bought the estate from my parents,
21 they went to the Town of Lisbon. Asked for a
22 permit. They said, "No. You got to go to
23 Sussex." And they went through all the hoops
24 because of this agreement that's going to be null
25 and void. Now, they're making a new one. There

1 is no consideration for the frontage on their
2 property because they were forced. There is going
3 to be no consideration for them. The assessment
4 that was incurred by them, that's what I want to
5 hear: Is there or isn't there?

6 It just seems fair. I mean, they
7 played their rules, and now that's -- the
8 agreement is a lawsuit now. So there is -- to me,
9 there should be consideration there for somebody
10 that played by the rules but now they changed
11 again. That's it.

12 CHAIRMAN OSTERMAN: Does anyone else
13 wish to speak?

14 CHAIRMAN LEDONNE: Okay. We're
15 going to temporarily close the public hearing and
16 answer some more of your questions.

17 CHAIRMAN OSTERMAN: So the question
18 again was posed about Sussex or Lisbon. It was
19 Sussex is to pay for the laterals, but that again
20 falls to the PSEC, which you guys have done.

21 Correct, Jerney?

22 ADMINISTRATOR SMITH: Land And Stone
23 is making a one-four-million-dollar payment. They
24 are paying off the special assessments. I want to
25 make that clear. The Village isn't paying off the

1 special assessments. Land And Stone is making
2 a 1.4 million to pay off the existing specials.

3 CHAIRMAN OSTERMAN: So that --

4 ADMINISTRATOR SMITH: The other part
5 of the comment is not a question.

6 CHAIRMAN OSTERMAN: Yeah. They
7 cannot pay for the laterals, neither can the Town,
8 is what is being stated. There was a donation
9 made that is paying for the mains -- the special
10 assessments. I got to stop saying mains. The
11 special assessments.

12 John talked about he doesn't have
13 mains in his road and would there be any
14 consideration to putting money aside to help pay
15 for those. That would be something that would be
16 for the Village.

17 ATTORNEY MACY: As Jeremy has just
18 indicated, that's not what Land And Stone Product
19 has agreed to pay for. So that's not on the
20 table. That's not -- that's the only answer we
21 can give.

22 And that's the same answer to
23 Mr. Fitzlove for his child. That's not part of
24 the payment from Land And Stone is willing to pay
25 for. That's not what Land And Stone is willing to

1 pay for.

2 CHAIRMAN OSTERMAN: I just want to
3 do a point of clarification, too. Jamie and Tony
4 actually fell under the original border agreement
5 and the 2020. So it would not have mattered had
6 they done this -- had we not done anything at all,
7 they would have fallen under the original border
8 agreement from 2000 on this one. Now, whether
9 it's -- more attention was brought to it and
10 things were missed in the past, not intentionally
11 but obviously they were when we talk about the
12 septic systems, they would have fallen under both
13 of them. So it doesn't matter if it's the first,
14 second, or this last one. They would have been
15 under no matter what.

16 Do we have anything else? Did I
17 miss any there?

18 CHAIRMAN LEDONNE: I think we got it
19 all.

20 Okay. We'll reopen the public
21 hearing. Any other questions? Any other
22 questions?

23 THE GALLERY: Hi, again. Christine
24 Dine, N72W43210 Good Hope Road.

25 I heard someone mention before

1 Sussex worked the agreement with Land to help us
2 out, and I want to say thank you. But I guess I
3 want to know: What is Lisbon -- what do you guys
4 have to offer us? What do you guys -- we've been
5 paying our taxes. We've been counting on you to
6 look after our best interests; and to get what you
7 want, you're, you know -- Sussex is -- Sussex
8 figured out some way to help us out. So I want to
9 know: What is Lisbon -- have you guys even
10 considered -- do you have any thoughts? Do you
11 have any way to help any of these people?

12 Thanks. That's all I have.

13 THE GALLERY: If I could just make a
14 closing statement, Jason, and --

15 CHAIRMAN LEDONNE: Call to order
16 then.

17 THE GALLERY: [Jason Wagner] I'm
18 just going to make a -- probably wrap this up is
19 how I started that this is all fine and good. All
20 the conversations that we've had about the
21 possibilities we have had about sewer and water,
22 but I believe at the root of this that any new
23 agreement does not have the abilities to include
24 any of these properties. It is not legal. It is
25 not. It's not -- you have no right. The 2000

1 agreement is dead. You guys voted it out with the
2 2020 agreement. No one was considered of these
3 properties or no conversations were held with any
4 of these, whether or not they wanted to be part of
5 a new agreement, whether or not there was
6 conversations in the year 2000, if these
7 properties wanted to come in or not, that may have
8 happened. That's fine and good back in the year
9 2019, '99, whatever it was.

10 No conversations were had for the
11 2020 agreement. There is no conversations being
12 had for the, I guess, 2022 agreement, let's call
13 it. So I don't know which jurisdiction you are
14 standing on to include any of these properties
15 anymore, and I still affirm the fact that you do
16 not even have their right.

17 So I appreciate everything that
18 we're -- if we're going to be sucked into this,
19 fine. I appreciate all the conversations that
20 have been had about possibilities of sewer and
21 water, but I believe the root of it is that all of
22 its a moot point because it's irrelevant.

23 So thank you.

24 CHAIRMAN LEDONNE: Okay. Any other
25 comments? Comments or questions? Any other

1 comments or questions?

2 THE GALLERY: Gill Parise, West 240
3 North 7595 Maple Avenue.

4 I don't want to be any part of this.
5 I don't need this stress. You guys are terrible.
6 All of you are terrible for making us go through
7 this. All this money. Did you -- do you know
8 that your guys, whoever did this, put in the sewer
9 and stuff, I got 125 foot of property. They put
10 the hookup on the north side. My septic is on the
11 south side in the back of my house. Who in the
12 heck did that? The engineer, he -- you should
13 fire those people because they -- I'm in
14 construction, and if I had that company, I would
15 get rid of them because they're dumb as rocks.

16 And you guys, you guys don't give a
17 crap about us. You guys want to become a village.
18 Really? So our taxes can go up? Our taxes are
19 going up because you want to become a village so
20 they don't steal any more of your property.

21 You know, it's our property. Not
22 your property. We don't want it. I built my
23 house in the Town of Lisbon. That's where I want
24 to be. I don't want to be in this town. They're
25 terrible. I don't have no kids going to schools.

1 Nothing.

2 I can't afford this hookup. You
3 know, I don't even care about the 1.4 million.
4 You know, it's probably going to cost me about 80
5 grand to hook up because idiots put the thing --

6 ADMINISTRATOR SMITH: Hey.

7 THE GALLERY: Okay. Sorry. You
8 know, I'm very upset. Okay? If you were in my
9 situation, what would you do? How would you feel?
10 You know, I'm very upset with all of you guys,
11 okay, for making us go through this. We shouldn't
12 have to. I mean, you know, my -- my -- my hookup
13 is going to have to go on an angle and somehow
14 around the house. Really?

15 You know, that's all I got to say.
16 You guys are nuts. That's all I have to say. I
17 don't give a shit. We're going to fight this,
18 too, because we ain't done.

19 CHAIRMAN LEDONNE: Any more
20 questions? Comments? Going once. Any more
21 questions or comments? Going twice. One more
22 time. Any more questions or comments?

23 We will close the public hearing at
24 this time. Well, we could still -- did we have
25 any more questions?

1 CHAIRMAN OSTERMAN: Well, we had the
2 one question about how the Town of Lisbon is going
3 to help. This is the plan. This is what's on the
4 table. There has been a lot of back and forth on
5 this. There has been a lot of property
6 transferred between the Village and Town up to,
7 but this is -- this is what it is.

8 CHAIRMAN LEDONNE: Okay. I want to
9 thank everybody for keeping it in check. I know
10 we had a few little things, and emotions run high.
11 And I thank everybody for coming.

12 I'll make a motion for --

13 ADMINISTRATOR SMITH: I'm sorry.

14 CHAIRMAN LEDONNE: Go ahead.

15 ADMINISTRATOR SMITH: Just as folks
16 leave, I just want to make a note, again, that you
17 have 20 days to submit written comment. It's
18 important that that is part of the record and what
19 gets submitted to the State. So you do have 20
20 days for the written record.

21 CHAIRMAN LEDONNE: I make a motion
22 for the -- well, the Village board to adjourn.

23 Second?

24 All those in favor?

25 Opposed?

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Motion carried.

CHAIRMAN OSTERMAN: Motion from the
Town Board to adjourn?

MS. BEAL: I make a motion to
adjourn.

CHAIRMAN OSTERMAN: Linda Beal. Is
there a second?

MR. MOONEN: Second to the motion.

CHAIRMAN OSTERMAN: Second is Mark
Moonen.

CHAIRMAN OSTERMAN: All In favor?
Opposed?

Motion carried at 8:26.

We are adjourned.

(End of proceedings.)

1 STATE OF WISCONSIN)
2 RACINE COUNTY) SS:

3 I, AMY L. SCHNEIDER, Registered
4 Professional Reporter and Notary Public in and for the
5 State of Wisconsin, do hereby certify that on the 30th
6 day of November, A.D., 2021, the above public hearing was
7 taken before me, reported stenographically, and was
8 thereafter reduced to typewriting under my direction.

9 The said public hearing was taken at
10 Sussex Civic Campus N64 W23760 Main Street, 2nd Floor
11 Sussex, Wisconsin, and there were present members as
12 previously set forth.

13 I further certify that the foregoing is a
14 true, accurate, and complete record of the public hearing
15 at the time and place hereinabove referred to.

16 The undersigned is not interested within
17 the case, nor of kin or counsel to any of the parties.

18 In witness whereof, I have hereunto set
19 my hand and affixed my Seal of Office at Racine,
20 Wisconsin, this 10th day of January, 2022.

21

22

23 AMY L. SCHNEIDER - Notary Public
24 In and for the State of Wisconsin
25 My Commission expires: 5/18/2024

CSR No. 084-004404

EXHIBIT U

WRITTEN COMMENTS & PUBLIC HEARING COMMENT CARDS

PUBLIC HEARING COMMENTS

Name: George Bassler

Address: 1172 W. 45th Good Hope Rd.

I am: In Favor Opposed Undecided

I wish to speak during the Public Hearing: YES NO

Written Comments to Place on the Record: _____

Please return this card to the Clerk

PUBLIC HEARING COMMENTS

Name: Jim Boschke

Address: 172 W 24540 Good Hope Rd

I am: In Favor Opposed Undecided

I wish to speak during the Public Hearing: YES NO

Written Comments to Place on the Record: _____

Please return this card to the Clerk

PUBLIC HEARING COMMENTS

Name: Thomas Novacek

Address: W239 N7596 Maple Ave Lisbon WI

I am: In Favor Opposed Undecided

I wish to speak during the Public Hearing: YES NO

Written Comments to Place on the Record: _____

Please return this card to the Clerk

PUBLIC HEARING COMMENTS

Name: Jim Schneider

Address: N 72 W 24530 Good Hope Rd

I am: In Favor Opposed Undecided

I wish to speak during the Public Hearing: YES NO

Written Comments to Place on the Record: _____

Please return this card to the Clerk

PUBLIC HEARING COMMENTS

Name:

TOM NOWAK

Address:

N 72 W 24090 Good Hope Rd

I am:

In Favor

Opposed

Undecided

I wish to speak during the Public Hearing:

YES

NO

Written Comments to Place on the Record:

Please return this card to the Clerk

PUBLIC HEARING COMMENTS

Name: Ryan Weisler

Address: W239 W7562 Maple Ave

I am: In Favor Opposed Undecided

I wish to speak during the Public Hearing: YES NO

Written Comments to Place on the Record: _____

Please return this card to the Clerk

PUBLIC HEARING COMMENTS

Name: Nancy Tetcraft

Address: Wyo W6881 Maple Ave T of Lisbon

I am: ___ In Favor X Opposed ___ Undecided

I wish to speak during the Public Hearing: ___ YES ___ NO

Written Comments to Place on the Record: _____

Please return this card to the Clerk

PUBLIC HEARING COMMENTS

Name: LISA Anthony
Address: N63W 24511 Silver Spring Dr, Town of Lisbon
I am: In Favor Opposed Undecided WI 53089
I wish to speak during the Public Hearing: YES NO

Written Comments to Place on the Record: We dont want higher
taxes, monthly sewer & water bills &
Sussex bylaws & ordinance's!!

Please return this card to the Clerk

PUBLIC HEARING COMMENTS

Name: KELVIN KOBIS

Address: N 79 W 22983 PLAINVIEW RD

I am: In Favor Opposed Undecided

I wish to speak during the Public Hearing: YES NO

Written Comments to Place on the Record: Don't want sewer & water

Please return this card to the Clerk

PUBLIC HEARING COMMENTS

Name: Judith Monte Judith Monte

Address: W235 N7941 Woodside Rd

I am: In Favor Opposed Undecided

I wish to speak during the Public Hearing: YES NO

Written Comments to Place on the Record: I would like to stay
Town of Lisbon.

Please return this card to the Clerk

PUBLIC HEARING COMMENTS

Name: John Anthony

Address: N63W24511 Silver Spring Dr, Town of Elkhart, WI

I am: In Favor Opposed Undecided

53089

I wish to speak during the Public Hearing: YES NO

Written Comments to Place on the Record: Our septic + well
work fine. Don't want the expense of
hooking up to sewer + water!!

Please return this card to the Clerk

PUBLIC HEARING COMMENTS

Name: JEROME S GORSKI Jerome S Gorski

Address: N 79 W 22891 PEALVIEW RD

I am: In Favor Opposed Undecided

I wish to speak during the Public Hearing: YES NO

Written Comments to Place on the Record: I DONT WANT
SUSSEX SEWER & WATER

Please return this card to the Clerk

PUBLIC HEARING COMMENTS

Name: Curt Hackborth

Address: W239 N7456 Maple Ave Sussex

I am: In Favor Opposed Undecided

I wish to speak during the Public Hearing: YES NO

I am self employed 40 yrs

Written Comments to Place on the Record: I am 68 years old still working

I have no Pension. I own the house south of me W239 N7414
I thought that would be my Pension. My house still has
a \$80,000 - mortgage. This house has been in my family for
63 years. These sewer + water charges + monthly charges
would be extreme costs to me.

Please return this card to the Clerk

PUBLIC HEARING COMMENTS

Name: Mike Tetzlaff

Address: W240 N6881 Maple Ave

I am: ___ In Favor **Opposed** ___ Undecided

I wish to speak during the Public Hearing: ___ YES ___ NO

Written Comments to Place on the Record

Please return this card to the Clerk

PUBLIC HEARING COMMENTS

Name: Mary Binder

Address: W248 N 7267 Micah Road

I am: ___ In Favor Opposed ___ Undecided

I wish to speak during the Public Hearing: ___ YES ___ NO

Written Comments to Place on the Record: _____

Please return this card to the Clerk

PUBLIC HEARING COMMENTS

Name: JOHN BINDER

Address: W 248 N 7267 MICAH RD

I am: In Favor Opposed Undecided

I wish to speak during the Public Hearing: YES NO

Written Comments to Place on the Record: _____

Please return this card to the Clerk

PUBLIC HEARING COMMENTS

Name: Daniel Binder

Address: N71 W2433 Good Hope Rd

I am: ___ In Favor Opposed ___ Undecided

I wish to speak during the Public Hearing: ___ YES ___ NO

Written Comments to Place on the Record: _____

Please return this card to the Clerk

PUBLIC HEARING COMMENTS

Name: JAMES AND JULIE RADTKE

Address: 1175 W 24474 GOOD HOPE ROAD

I am: In Favor Opposed Undecided

I wish to speak during the Public Hearing: YES NO

Written Comments to Place on the Record: _____

Please return this card to the Clerk

PUBLIC HEARING COMMENTS

Name: Trinda M. Polosa

Address: W 239 N 7574 Maple Ave.

I am: In Favor ~~Opposed~~ Undecided

I wish to speak during the Public Hearing: YES NO

Written Comments to Place on the Record: _____

Please return this card to the Clerk

PUBLIC HEARING COMMENTS

Name: Kristin Dhein

Address: V72 W024130 Good Hope RD Sussex WI 53089

I am: In Favor Opposed Undecided

I wish to speak during the Public Hearing: YES NO

Written Comments to Place on the Record: _____

This is Not Right. Lisbon Needs to
protect & invest in the best interest of
all the residents

Please return this card to the Clerk

PUBLIC HEARING COMMENTS

Name: Ted Dheia

Address: N 72 W 24130 Goodhope Rd Lisbon WI 53089

I am: In Favor Opposed Undecided

I wish to speak during the Public Hearing: YES NO

Written Comments to Place on the Record:

Please return this card to the Clerk

PUBLIC HEARING COMMENTS

Name: John Schulte

Address: W 240 N 75th Maple Ave

I am: In Favor Opposed Undecided

I wish to speak during the Public Hearing: YES NO

Written Comments to Place on the Record: _____

Please return this card to the Clerk

PUBLIC HEARING COMMENTS

Name: Richard Stone

Address: N63 W24577 Hwy UU

I am: In Favor Opposed Undecided

I wish to speak during the Public Hearing: YES NO

Written Comments to Place on the Record: _____

Please return this card to the Clerk

PUBLIC HEARING COMMENTS

Name: Philip S REEVES

Address: W 240 N 7595 Maple Ave Town of Lisbon

I am: In Favor X Opposed Undecided

I wish to speak during the Public Hearing: YES NO

Written Comments to Place on the Record: They put my hook up
ON North side of Property & my septic is
ON LEFT side 125 FT to north side of Property
I am 185 Feet to back of house where
my septic is on left side of house

Please return this card to the Clerk

PUBLIC HEARING COMMENTS

Name: Jenny Sutton

Address: 114 Wesley Silver Spring Drive

I am: In Favor Opposed Undecided

I wish to speak during the Public Hearing: YES NO

Written Comments to Place on the Record:

Please return this card to the Clerk

PUBLIC HEARING COMMENTS

Name: MARGARET SEXTON

Address: N68W25424 Silver Spring Or

I am: In Favor Opposed Undecided

I wish to speak during the Public Hearing: YES NO

Written Comments to Place on the Record: _____

What is the estimate of what this will cost me?

Please return this card to the Clerk

PUBLIC HEARING COMMENTS

Name: Dana Schinner

Address: 17260370 Good Hope Rd

I am: In Favor Opposed Undecided

I wish to speak during the Public Hearing: YES NO

Written Comments to Place on the Record: SUSSEX ALLOWED

a subdivision raise the PROPERTY LEVEL
higher than that was originally. ~~On~~ My property
is between two subdivisions on Good Hope with no
sewer or water in front of my house. I will have
to connect with the sewer and water that is
Above the level of my property. ~~I~~ I cannot afford
A ~~lot~~ ~~of~~ ~~money~~ to have this done. I am an 80 year old widow.

Please return this card to the Clerk

PUBLIC HEARING COMMENTS

Name:

Jason Wagner

Address:

W235-N7505 WOODSIDE

I am:

In Favor

Opposed

Undecided

I wish to speak during the Public Hearing:

YES

NO

Written Comments to Place on the Record:

Please return this card to the Clerk

December 10, 2021

VIA EMAIL

ecappozzo@townoflisbonwi.com

Town of Lisbon
Attn: Elisa Cappozzo, Clerk
W234N8676 Woodside Road
Lisbon, WI 53089

Re: Comments on Proposed Intergovernmental Cooperative Plan Between Village of Sussex and Town of Lisbon

Dear Clerk:

I was not able to attend the public hearing on November 30, 2021, regarding the proposed intergovernmental cooperative plan between the Village of Sussex and the Town of Lisbon. After reviewing the proposed plan, I have several concerns that I would request the Town Board and Plan Commission carefully consider prior to finalizing and approving such plan.

On page 5 of the proposed intergovernmental cooperative plan with regard to a stormwater management plan that was completed in 1997, it states the plan was "updated in 2011 and accounts for development through the 2020 Land Use Plan." With extensive development in both Sussex and Lisbon since 2011, that plan is very outdated in terms of stormwater management and the effects of development on the natural resources and high groundwater in the area. Updating this stormwater management plan should be noted as a "high" priority to be undertaken immediately to prevent future problems with flooding or increased high groundwater.

On page 11 of the proposed intergovernmental cooperative plan (Village Gateways), there is reference to design standards (Exhibit Q), which includes provisions for designing stormwater facilities in the town and village gateways. It notes the designer of the facilities shall "think about the impact of water coming onto the site" (emphasis added). That language is far too broad, especially in relation to the town gateway along Highway 164. That particular area is already heavily impacted by stormwater runoff from the Hillside Ridge Subdivision and Hidden Oaks Subdivision. That area is also heavily impacted by wetlands and high groundwater. That provision should be worded such that the designer must prove the impact of water coming onto a site will have no impact on surrounding properties.

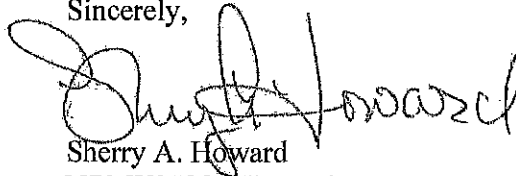
Exhibit Q, Section 1.4 (Open Space and Recreation), states that walkways shall "always be installed along STH, CTH and arterial roads" Placing walkways or sidewalks along Highway 164 near the Lisbon gateway is not only dangerous but is pointless as that area does not connect to any other "walking area." The term "always" should be changed to "may" to account for safety and/or future development that would then make it safe for walkways.

Town of Lisbon
Page 2
December 10, 2021

Exhibit Q, Section 8, addresses environmental protection. It states isolated natural resource areas and primary/secondary environmental corridors "shall not be disturbed." However, that provision fails to address lands designated as "Other Lands to Be Preserved," which entail severe limitations for development of structures due to high seasonal groundwater conditions, unstable soils, hydric or organic soil conditions or generally poorly drained. The proposed town gateway along Highway 164 contains large areas designated as "Other Lands to Be Preserved." Development in areas designated as "Other Lands to Be Preserved" will have significant adverse effects on existing residences near those areas, especially in the proposed town gateway along Highway 164 since that area already entails wetlands and very high groundwater plus extensive surface water runoff is already being directed to those lands.

Thank you for the opportunity to provide comments on the proposed intergovernmental cooperative plan.

Sincerely,

A handwritten signature in black ink, appearing to read "Sherry A. Howard". The signature is fluid and cursive, with a large initial "S" and "H".

Sherry A. Howard
N73 W25201 Howard Lane
Lisbon, WI 53089
showard@foley.com

cc: Joe Osterman, Town Chairman

From: noreply@civicplus.com
To: knickolaus@townoflisbonwi.com; ecappozzo@townoflisbonwi.com
Subject: Online Form Submittal: 2021 Lisbon-Sussex Cooperative Agreement - Written Comments from the Public
Date: Friday, December 10, 2021 10:21:53 AM

2021 Lisbon-Sussex Cooperative Agreement - Written Comments from the Public

| | |
|------------------|---|
| First Name | Ryan |
| Last Name | Gove |
| Email Address | gover2087@yahoo.com |
| Address | W220N8326 Rudy Ct |
| City | Lisbon |
| State | WI |
| Zip Code | 53089 |
| Written Comments | I would like to go on record to state that I 100% agree with and support the new border agreement. The properties that are to be annexed were agreed to be annexed to Sussex as part of the 2001 border agreement and should have already been annexed, but has been heavily delayed for whatever reason. I think the specific language stating that Sussex will support our incorporation efforts, instead of not opposing them, will be a major asset for our future incorporation efforts. |

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: knickolaus@townoflisbonwi.com; ecappozzo@townoflisbonwi.com
Subject: Online Form Submittal: 2021 Lisbon-Sussex Cooperative Agreement - Written Comments from the Public
Date: Saturday, December 11, 2021 8:06:26 PM

2021 Lisbon-Sussex Cooperative Agreement - Written Comments from the Public

| | |
|------------------|--|
| First Name | James |
| Last Name | Evans |
| Email Address | Jimevanswi@gmail.com |
| Address | W224N7603 Wooded Hills dr. |
| City | Lisbin |
| State | WI |
| Zip Code | 53089 |
| Written Comments | I like this agreement. Anything we can do to further incorporation, I wholeheartedly support. |

Email not displaying correctly? [View it in your browser.](#)

Town properties coming into
the Village Specials

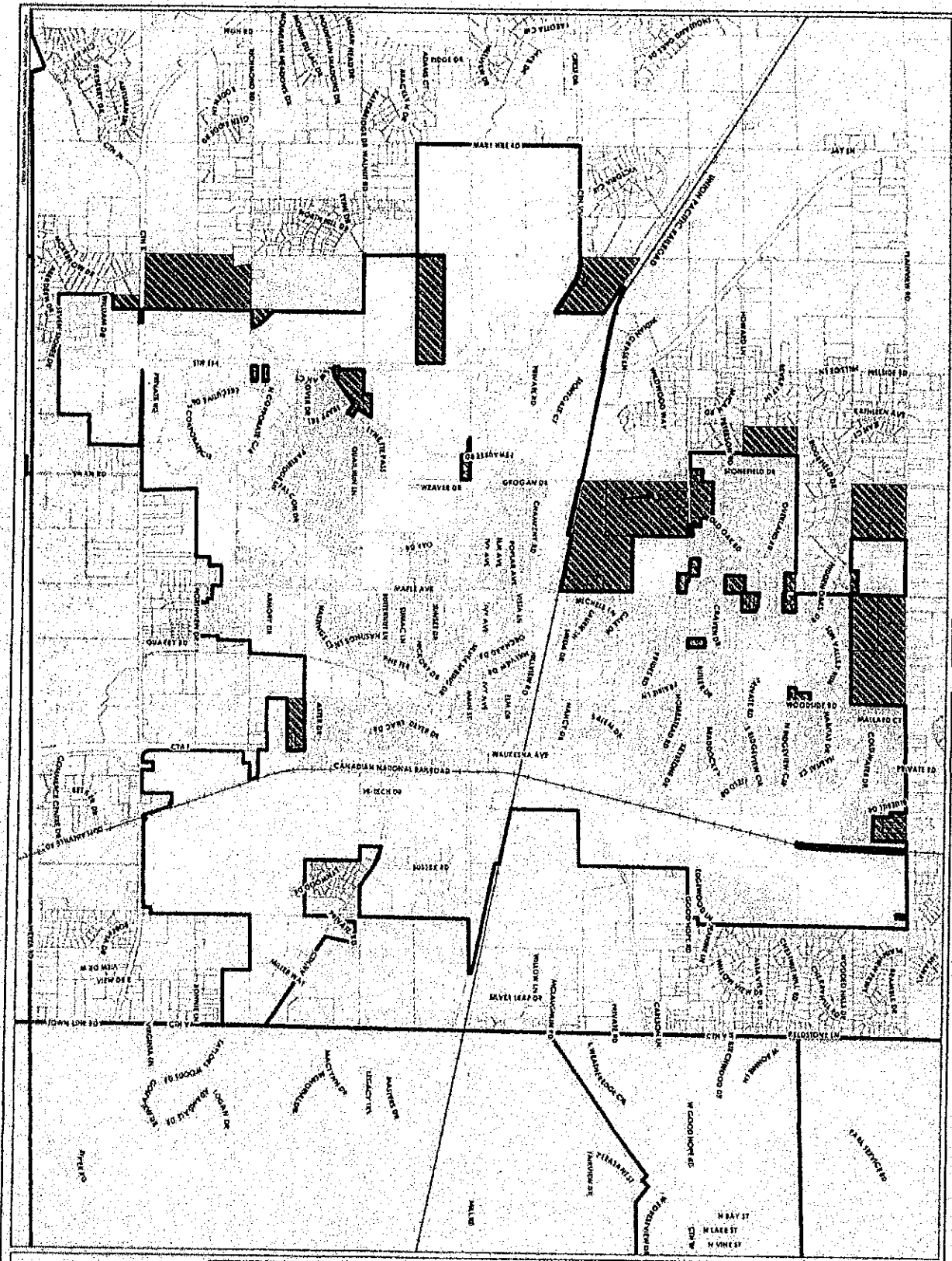
| Key Number | Fund | Principal Balance | Interest Rate | Total assessment | Owner Name | Site Address | Mailing address |
|------------------|-------|-------------------|------------------|------------------|-----------------------------|----------------------------|--|
| LSBT0198.995 | Water | \$43,522.32 | 10 years at 5.5% | \$43,522.32 | Corey Smith | N79 W23885 Planview Rd | N79 W23885 Planview Rd |
| LSBT0198.998 | Water | \$56,410.58 | 10 years at 5.5% | \$56,410.58 | William & Judy Kumprey | | 4443 S 50th St. Greenfield 53220 |
| LSBT0199.991 | Water | \$3,500.00 | 10 years at 7.5% | \$3,500.00 | Curt Hackbarth | W239 N7456 Maple Ave | W239 N7456 Maple Ave |
| LSBT0199.992 | Water | \$3,623.20 | 10 years at 7.5% | \$3,623.20 | Curt Hackbarth | W239 N7414 Maple Ave | W239 N7414 Maple Ave |
| LSBT0199.993 | Water | \$3,623.20 | 10 years at 7.5% | \$3,623.20 | Curt Hackbarth | W239 N7456 Maple Ave | W239 N7456 Maple Ave |
| LSBT0199.994 | Water | \$4,200.00 | 10 years at 7.5% | \$4,200.00 | Curt Hackbarth | W239 N7456 Maple Ave | W239 N7456 Maple Ave |
| LSBT0199.995 | Sewer | \$17,037.35 | 10 years at 0%* | | | | |
| LSBT0199.995 | Water | \$9,602.46 | 10 years at 5.5% | \$26,639.81 | Ryan Welster | W239 N7562 Maple Ave | W239 N7562 Maple Ave |
| LSBT0199.996 | Sewer | \$17,037.35 | 10 years at 0%* | | | | |
| LSBT0199.996 | Water | \$9,602.46 | 10 years at 5.5% | \$26,639.81 | Linda Johnson | W239 N7574 Maple Ave | W239 N7574 Maple Ave |
| LSBT0199.997 | Sewer | \$13,796.85 | 10 years at 0%* | | | | |
| LSBT0199.997 | Water | \$9,602.46 | 10 years at 5.5% | \$23,399.31 | Thomas & Stephanie Novacek | W239 N7596 Maple Ave | W239 N7596 Maple Ave |
| LSBT0201.999.002 | Water | \$13,837.21 | 10 years at 5.5% | \$13,837.21 | Richard & Catherine Schmidt | W240 N7813 Maple Ave | W240 N7813 Maple Ave |
| LSBT0203.999.002 | Sewer | \$12,461.79 | 10 years at 0%* | | | | |
| LSBT0203.999.002 | Water | \$10,653.10 | 10 years at 0%* | \$23,114.89 | Jon & Cheri Kuzba | N72 W24516 Good Hope Rd | N72 W24516 Good Hope Rd |
| LSBT0203.998.003 | Sewer | \$4,743.63 | 10 years at 0%* | | | | |
| LSBT0203.999.003 | Water | \$10,645.08 | 10 years at 0%* | \$15,388.71 | James & Carrie Buschke | N72 W24540 Good Hope Rd | N72 W24540 Good Hope Rd |
| LSBT0204.993 | Sewer | \$8,330.43 | 10 years at 7.5% | | | | |
| LSBT0204.993 | Water | \$5,780.44 | 10 years at 7.5% | \$14,110.87 | Theodore & Kristin Dhein | N72 W24130 Good Hope Rd | N72 W24130 Good Hope Rd |
| LSBT0204.996 | Sewer | \$8,330.43 | 10 years at 7.5% | | | | |
| LSBT0204.996 | Water | \$5,780.44 | 10 years at 7.5% | \$14,110.87 | Thomas & Joan Novak | N72 W24090 Good Hope Rd | N72 W24090 Good Hope Rd |
| LSBT0204.997 | Sewer | \$15,892.92 | 10 years at 0%* | | | | |
| LSBT0204.997 | Water | \$13,401.87 | 10 years at 0%* | \$29,294.79 | James & Julie Radtke | N72 W24474 Good Hope Rd | N72 W24474 Good Hope Rd |
| LSBT0204.998.002 | Sewer | \$19,881.51 | 10 years at 0%* | | | | |
| LSBT0204.998.002 | Water | \$16,597.23 | 10 years at 0%* | \$36,478.74 | John & Sandra Fugarino | N72 W24444 Good Hope Rd | N72 W24444 Good Hope Rd |
| LSBT0204.998.003 | Sewer | \$32,437.15 | 10 years at 0%* | | | | |
| LSBT0204.998.003 | Water | \$27,325.51 | 10 years at 0%* | \$59,762.66 | Robert & Susan Klingelhoets | N72 W24360 Good Hope Rd | N72 W24360 Good Hope Rd |

| | | | | | | | | |
|------------------|-------|-------------|------------------|-------------|--------------------------|-------------------------|------------------------------------|---|
| LSBT0204.998.004 | Sewer | \$11,585.40 | 10 years at 0% | | | | | |
| LSBT0204.998.004 | Water | \$16,625.00 | 10 years at 7.5% | \$28,210.40 | Curnohowski Development | W240 N7375 Maple Ave | W240 N7375 Maple Ave | |
| LSBT0204.998.005 | Sewer | \$16,052.46 | 10 years at 0% | | | | | |
| LSBT0204.998.006 | Water | \$13,529.68 | 10 years at 0% | \$29,582.14 | James & Lori Schneider | N72 W24320 Good Hope Rd | N72 W24320 Good Hope Rd | |
| LSBT0204.999.002 | Sewer | \$18,201.00 | 10 years at 0% | | | | | |
| LSBT0204.999.002 | Water | \$11,249.71 | 10 years at 5.6% | \$29,450.71 | Phillip Reeves | W240 N7595 Maple Ave | W240 N7595 Maple Ave | |
| LSBT0204.999.003 | Sewer | \$22,148.55 | 10 years at 0% | | | | | |
| LSBT0204.999.003 | Water | \$11,579.16 | 10 years at 5.5% | \$33,727.71 | John & Kathleen Schulta | W240 N7571 Maple Ave | W240 N7571 Maple Ave | |
| LSBT0229.993 | Sewer | \$21,551.29 | 10 years at 7.5% | | | | | |
| LSBT0229.993 | Water | \$14,331.32 | 10 years at 7.5% | \$35,882.61 | Afan & Cherie Schmaackle | | | For Number 38 it was listed as LSBT0229.993 on our specials list (the parcel number was corrected by the County to LSBT0229.992). |
| LSBT0229.995 | Sewer | \$15,880.40 | 10 years at 0% | | | | | |
| LSBT0229.995 | Water | \$13,391.84 | 10 years at 0% | \$29,272.24 | Ronald Sather | N71 W24397 Good Hope Rd | N71 W24397 Good Hope Rd | |
| LSBT0229.996 | Sewer | \$53,257.20 | 10 years at 7.5% | | | | | |
| LSBT0229.996 | Water | \$16,100.00 | 10 years at 7.5% | | | | | |
| LSBT0229.996 | Water | \$3,179.00 | 10 years at 8% | \$72,536.20 | Urbanscape Development | | W245 N4837 Swan Rd, Pewaukee 53072 | Kris? |
| LSBT0229.996.001 | Water | \$530.44 | 10 years at 7.5% | | | | | |
| LSBT0229.996.001 | Sewer | \$8,330.43 | 10 years at 7.5% | \$8,860.87 | Michael & Nancy Tetzlaff | W240 N6881 Maple Ave | W240 N6881 Maple Ave | |
| LSBT0229.997 | Sewer | \$15,880.40 | 10 years at 0% | | | | | |
| LSBT0229.997 | Water | \$13,391.84 | 10 years at 0% | \$29,272.24 | Urbanscape Development | | W245 N4837 Swan Rd, Pewaukee 53072 | Kris? |
| LSBT0229.998 | Sewer | \$21,351.19 | 10 years at 0% | | | | | |
| LSBT0229.998 | Water | \$17,774.62 | 10 years at 0% | \$39,125.81 | Urbanscape Development | | W245 N4837 Swan Rd, Pewaukee 53072 | Kris? |
| LSBT0229.998.001 | Sewer | \$15,880.40 | 10 years at 0% | | | | | |
| LSBT0229.998.001 | Water | \$13,391.84 | 10 years at 0% | \$29,272.24 | John & Mary Blinder | N71 W24433 Good Hope Rd | N71 W24433 Good Hope Rd | |
| LSBT0229.998.002 | Sewer | \$12,752.10 | 10 years at 0% | | | | | |
| LSBT0229.998.002 | Water | \$10,885.67 | 10 years at 0% | \$23,637.77 | John & Theresa Szafanski | N71 W24477 Good Hope Rd | N71 W24477 Good Hope Rd | |
| LSBT0242.989 | Water | \$2,327.23 | 10 years at 9% | \$2,327.23 | | | | Missing from our spreadsheet |
| LSBT0242.990 | Water | \$2,319.42 | 10 years at 9% | \$2,319.42 | | | | Missing from our spreadsheet |
| LSBT0242.992 | Water | \$4,304.91 | 10 years at 9% | \$4,304.91 | | | | Missing from our spreadsheet |

| | | | | | | | | |
|--|-------|--------------|-------------------|--------------|--|-----------------------------|-------------------------------------|------------------------------|
| LSBT0242.993 | Water | \$5,163.17 | 10 years at 9% | \$5,163.17 | | | | Missing from our spreadsheet |
| LSBT0248.980 | Water | \$4,999.97 | 10 years at 7.25% | \$4,999.97 | Pauls Acres | W233 N5721 Waukesha Ave | N56 W23418 Mitchell Lane | |
| LSBT0248.981 | Water | \$6,109.97 | 10 years at 7.25% | \$6,109.97 | JKO Enterprises | | W345 N5764 Road G, Oconomowoc 53066 | |
| LSBT0248.982 | Sewer | \$208.33 | 15 years at 8% | | Combined with LSBT0248983 per the county website | | | |
| LSBT0248.982 | Water | \$402.35 | 15 years at 8% | \$610.88 | | | | |
| LSBT0248.983 | Water | \$11,611.93 | 10 years at 7.25% | \$11,611.93 | | | | |
| LSBT0250.995 | Water | \$7,743.45 | 10 years at 7.25% | \$7,743.45 | | | | |
| LSBT0250.997 | Water | \$1,774.38 | 10 years at 8% | \$1,774.38 | Jodi Marx | N63 W24535 Silver Spring Dr | N63 W24535 Silver Spring Dr | |
| LSBT0250.998 | Water | \$340.00 | 10 years at 8% | \$340.00 | Richard Stone | N63 W24577 Silver Spring Dr | PO Box 103, Sussex | |
| LSBT0250.999 | Water | \$1,774.38 | 10 years at 8% | \$1,774.38 | John & Lisa Anthony | N63 W24511 Silver Spring Dr | N63 W24511 Silver Spring Dr | |
| LSBT0251.991 | Sewer | \$8,978.83 | 10 years at 7.5% | | | | | |
| LSBT0251.991 | Water | \$3,978.88 | 10 years at 7.5% | \$12,957.71 | Steven & Kara Wilde | W249 N5608 State Road 164 | W249 N5608 State Road 164 | |
| LSBT0261.993 | Sewer | \$8,978.83 | 10 years at 7.5% | | | | | |
| LSBT0261.993 | Water | \$3,978.88 | 10 years at 7.5% | \$12,957.71 | Dennis & Janice Barnes | W249 N5662 State Road 164 | W249 N5662 State Road 164 | |
| Total assessments from above | | \$861,482.82 | | \$861,482.82 | | | | |
| Lannon Stone to give to Sussex for all current assessments | | 1,400,000.00 | | | | | | |
| Remaining Lannon Stone funds | | \$538,517.18 | | | | | | |
| * Interest added if not paid in full by 10 years. | | | | | | | | |
| Not on spreadsheet we have, but on Jeremy's | | | | | | | | |
| Missing parcel assessments from Jeremy re requested 12/12/21 | | | | | | | | |
| LSBT0194992 | | | | | Kevin Kobs | | | |
| LSBT0194993 | | | | | Michael & Terasa Walsh | | | |
| LSBT0194994 | | | | | Donal & Fern Hutson | | | |
| LSBT0194995 | | | | | Gorski Living Trust | | | |
| LSBT0194996 | | | | | Gary & Marjorie Boe | | | |
| LSBT0197998 | | | | | Charles & Sandra Dahm | | | |
| LSBT0198996 | | | | | William & Pamela Perego | | | |
| LSBT0198997001 | | | | | John & Sheryl Plese | | | |
| LSBT198999 | | | | | Judith Mortl | | | |
| LSBT199989 | | | | | James & Diana Schinner | | | |
| LSBT019999001 | | | | | Jason & Tiffany Wagner | | | |
| LSBT0201998001 | | | | | Mary Reinhard Stegol | | | |
| LSBT0201998002 | | | | | Jeffrey Ritchie | | | |
| LSBT0203993 | | | | | Richard Merske | | | |
| LSBT0225997 | | | | | Shawn Zabel | | | |

| | | | | | | | | |
|----------------|--|--|--|--|------------------------------------|--|--|--|
| LSBT0225998004 | | | | | Gordon & Mahala Rankin | | | |
| LSBT0229992 | | | | | Alan & Cherle Schmackle | | | |
| LSBT0229994 | | | | | Jamie Marle & Anthony Vodtcka | | | |
| LSBT0248983005 | | | | | Paul Acres LLC | | | |
| LSBT0250993 | | | | | Brian & Jill Ruffing | | | |
| LSBT0251995 | | | | | Waukesha County & Parks & Land Use | | | |
| LSBT0251996 | | | | | Wanda Pulvermacher | | | |
| LSBT0251997 | | | | | Rachel Shimmeln | | | |
| LSBT0251998 | | | | | Allen & Barbara Ebel | | | |
| LSBT0253998 | | | | | Paul & Sandra Bobrowitz | | | |
| LSBT0256994 | | | | | James & Joan Koldkoski | | | |
| LSBT0276997 | | | | | Keith & Jennifer Braden | | | |
| LSBT0273998 | | | | | Bette Brown | | | |

Arrow indicates our property N71.024433 Good Hope Road
 Parcel # LSBT0229998001



**Village of Sussex
 Growth Area Map
 (NGA)**

- Current Village Boundary
- Railroads
- Future Growth Parcels
- Current Sussex Parcels
- Current Lisson Parcels
- Other Municipal Parcels

Scale: 0 0.2 0.4 0.8 Miles

Date Created: 07/06/2020
 Date Amended:

Verdicher
 Planning & Development Services

Map of Ontario showing the location of the Village of Sussex.

Jeremy Smith

Mon, Dec 13, 2:24 PM (2 days ago)

to me

Hello John,

For 25 properties there are no current assessments and for most of them there wouldn't likely be a special assessment as water and sewer would be installed as part of the development of the property itself.

For Number 38 it was listed as LSBT0229.993 on our specials list (the parcel number was corrected by the County to LSBT0229.992).

For number 39 this property has already come into the Village.

For number 62 the property has already come into the Village.

Thanks

Jeremy

RE: Town of Lisbon - Village of Sussex Municipal Border Agreement Public Hearing November 30th, 2021
Citizen Comments

Site address: N71 W24433 Good Hope Road

Parcel #: LSBT0229998001

Owner: The John S Binder and Mary E Binder Joint Revocable Living Trust

Below are my comments/concerns/questions regarding the Town of Lisbon and Village of Sussex border agreement.

- We don't feel we should even be part of the border agreement as our property (listed above) is **not** an island. Why would our parcel, as well as our neighbors be included in this new border agreement? The current boundaries for our parcel and our neighbors have worked for years, why change now, when the end result is a huge financial burden to all of us? We have discussed this topic with our neighbors and they agree. We have reviewed the current border and future border maps and realize there are some that are islands. We understand why those parcels were chosen to be detached from the Town of Lisbon and attached to the Village of Sussex; however, our parcel and our neighbor's parcels are not islands. But, why should islands have to detach from the Town of Lisbon? When looking at the map, there are properties on peninsulas, there are borders that jet around properties, and there are borders that zigzag. We feel none of the properties involved should be detached from the Town of Lisbon. There are cities in Wisconsin that are in two different counties; such as Stanley, WI—that city is in both Chippewa and Clark counties. An example of how boundaries can and are anywhere, divided, and working.
- Is the Town of Lisbon really doing what's best/looking out for what's best for its residents, or is this border agreement for their own personal gain? Are they sacrificing all of us to become a city or village?
- Perhaps the Village of Sussex should not have run sewer and water down our road, before the border agreement was approved by the state.
- What are we gaining?
 - Increased taxes.
 - Large sewer/water hookup costs.
 - Monthly sewer/water bill, increased expenses.
 - Above are just a few examples.
- What are we losing?
 - Septic (excellent condition).
 - Well (excellent water).
 - Zoning rights.
 - Above are just a few examples.
- Both the Town of Lisbon and the Village of Sussex are gaining and us home owners are not.
- Why does the Village of Sussex need our parcels to approve the Town of Lisbon becoming a village or city?
- We oppose to being detached from the Town of Lisbon and being attached to the Village of Sussex.
- We are not opposed to the Town of Lisbon becoming a village or city, but not at the expense of home/land owners.
- Detaching from the Town of Lisbon and attaching into the Village of Sussex would be a financial hardship for us—we are retired and the costs to hook up to sewer and water, as well as the monthly sewer and water bills, and increased taxes, would be costly and a financial burden to us. We are on a fixed income.
- We appreciate the Village of Sussex using the \$1,400,000 they received from Lannon Stone to pay for all of the current assessments and fees. We do not want to jeopardize it.
- If we have to detach from the Town of Lisbon and attach into the Village of Sussex, we would like them to consider additional compensation to help defray the costs. The contractor the Village of Sussex hired

made costly errors to many residents. For us, they put the hookup on the wrong side of the driveway. If and when we ever hookup to sewer and water, we would need the contractor we hire to have to go across and through our driveway. The contractor the Village of Sussex hired should have put the hookup on the other side of our driveway. Consequently, this will cost even more to hookup. The attached spreadsheet totaling the assessments and fees does not total the \$1,400,000 Lannon Stone is paying to Village of Sussex. Perhaps the balance could be used to help offset more of the costs?

- If we have to detach from the Town of Lisbon and attach into Village of Sussex, we would like a **30-year deferred detachment** and have this deferred detachment grandfathered for our property, should we ever sell or transfer it to a family member.
- If we have to detach from the Town of Lisbon and attach into the Village of Sussex, we would like to not have to hook up to sewer and water until our septic or well fails. Our septic and well work perfectly fine. We get our septic inspected and pumped, yearly.
- It's unfortunate that the Town of Lisbon has not offered any financial help to the residents involved.
- When we purchased the home in November of 2018, we were never informed we would be involved in a border agreement and detaching from the Town of Lisbon into the Village of Sussex. The Town of Lisbon nor the Village of Sussex, never had any conversations with us regarding any border issue.
- When we purchased the home in November of 2018, the purchase price included having a working well and septic (an improved lot). Now, just 3 years later, we are being told we need to hook up to sewer and water—another improved lot cost.
- The Village of Sussex has different zoning than the Town of Lisbon and we currently want the zoning we have with the Town of Lisbon.
- In August of 2020, I called the Town of Lisbon Chairman, Joseph Osterman to ask why there wasn't a referendum regarding the border issue. He said to me; "it doesn't fxxxxxx matter, you're going into Sussex no matter what". I did not appreciate his response and it was a very unprofessional way for Joseph to handle this situation and communicate to one of his Town of Lisbon residents, especially as a leader in our community.
- The Town of Lisbon was court ordered, on July 23, 2021, to proceed with calling a referendum. It is our understanding, per state statues that the Town of Lisbon had between 70 and 100 days, for the court date to hold a referendum. As of 12/15/2021, there has been no referendum and we are past the 100 days. I called and spoke with the Lisbon Town Clerk, Elisa Cappozzo, on 12/15/21, and she confirmed that no date has been set for the referendum.
- We have attached:
 - Spreadsheet listing 63 home/land owners involved in the border agreement.
 - The current assessments and fees, information received Dec 2021 from Jeremy Smith, Sussex Village Administrator, with totals.
 - Village of Sussex Growth Area Map:
 - I have an arrow pointing to our property—parcel # and site address listed.
 - You can see that we are not an island.

We have no issue with the Town of Lisbon becoming a village or a city, we just want to have our property stay in the Town of Lisbon and we oppose detaching from The Town and Lisbon and attaching to the Village of Sussex.

John and Mary Binder

414.861.2780

12/17/2021

From: [Sam Liebert](#)
To: [Elisa Cappozzo](#)
Subject: FW: Citizen comments: Lisbon/Sussex Municipal Boarder Agreement
Date: Monday, December 20, 2021 8:41:38 AM

Sam Liebert
Administrative Services Director, Clerk/Treasurer
Village of Sussex
Sussex Civic Center
N64W23760 Main Street | Sussex, WI 53089
Phone: (262) 246-5211 | Website: villagesussex.org
Cell: (262) 239-0425

-----Original Message-----

From: Sheryl Plese <sherylplese@outlook.com>
Sent: Friday, December 17, 2021 5:07 PM
To: Sam Liebert <sliebert@villagesussex.org>
Subject: Citizen comments: Lisbon/Sussex Municipal Boarder Agreement

Mr. John Plese and Sheryl Plese oppose this agreement for our property to be attached to the Village of Sussex. Here are a number of reasons.....

It would be hardship and can't afford the high cost. I'm on SS disability and my wife is on a fixed income. My well and septic is in very good condition, and water tastes great. Sussex's drinking water, which often uses Lisbon's well water to pass safety codes is not desirable to us. The cost of my well and septic was \$20,000.00 thirty some years ago and we think that should be good for a lifetime. This would also be a tremendous financial burden for several of the other residents in the agreement. If we were forced to attach to Sussex, we would be paying close to \$75.00 for sewer and water each month. Why would we want that? Furthermore, we had no information sent to us about these plans to attach us to Sussex; which maybe illegal. Thirty years ago I was told by the Village President that "You will never have to go into the village of Sussex unless you want to."

If we are forced to go with this change the total cost would be more than others because of our unique situation. We have no sewer line in front of our home. We would have 200 ft. of hook ups to connect to our home and 365 ft. of road frontage. The 1.4 million will do nothing for my property because there is no sewer. I would request money to be put in escrow when time comes for the sewer. If this goes through I would like to be deferred detachment for 30 years. Taxes are much higher for Sussex residents. I see no benefits for the 63 property owners for going into Sussex. When most of us started living in Lisbon, being charged for water use was something we did not plan on ever doing. Several residents use water for farming, live stock, and pools. Because of these reasons I feel we should be compensated for having our water taken and shut off.

John and Sheryl Plese
W235N7617 Woodside Rd. Lisbon

From: [Sam Liebert](#)
To: [Elisa Cappozzo](#)
Subject: FW: Town of Lisbon-Village of Sussex Municipal Border Agreement Public Hearing November 30th Citizen Comments
Date: Monday, December 20, 2021 8:40:18 AM

Sam Liebert

Administrative Services Director, Clerk/Treasurer

Village of Sussex

Sussex Civic Center

N64W23760 Main Street | Sussex, WI 53089

Phone: (262) 246-5211 | Website: villagesussex.org

Cell: (262) 239-0425

From: Margaret Sutton <the8suttons@yahoo.com>
Sent: Friday, December 17, 2021 7:36 PM
To: Sam Liebert <sliebert@villagesussex.org>
Subject: Town of Lisbon-Village of Sussex Municipal Border Agreement Public Hearing November 30th Citizen Comments

Sussex Village Clerk

Tax # LSBT-0225-998-004

Our family is 6th generation in the Town of Lisbon, having resided in the county since 1843. We have been at the property at N68 W25424 Hwy VV since 1876. We are expressing our opposition to the pending border agreement for the following reasons:

The land we own is one of the larger properties in the VGA, bordering Hwy VV. We would find it an unnecessary, costly hardship to be required to hook up to water and sewer. We have an unusually long driveway to the house, and even further to the barn to account for. Our 150 foot well gives us good water and we are assured that our septic system is in great condition, both of which receive regular inspection.

Our taxes will go up immediately upon becoming attached to the Village of Sussex.

We have an abundance of brush each year, due to the size and agricultural use of our property and use the Town's burn permit to burn. Hauling is not an option for us.

We have bow hunters during various seasons, that have benefited from hunting on our land for generations and wish to continue.

As stated, we are against the new pending border agreement between Lisbon and Sussex, that encompasses our land and puts us in the Village of Sussex.

The family of Gordon S. Rankin and Mahala B. Rankin

From: [Sam Liebert](#)
To: [Elisa Cappozzo](#)
Subject: FW: Sussex Lisbon Jt Public Hearing 11.30.2021- Comments
Date: Monday, December 20, 2021 8:37:45 AM

Sam Liebert

Administrative Services Director, Clerk/Treasurer

Village of Sussex

Sussex Civic Center

N64W23760 Main Street | Sussex, WI 53089

Phone: (262) 246-5211 | Website: villagesussex.org

Cell: (262) 239-0425

From: Theresa Szafranski <theresasza@yahoo.com>
Sent: Saturday, December 18, 2021 8:35 PM
To: Sam Liebert <sliebert@villagesussex.org>
Subject: Sussex Lisbon Jt Public Hearing 11.30.2021- Comments

I was not able to attend the Joint Public Hearing with the V/O Sussex and the T/O Lisbon on November 30, 2021 due to illness. I am therefore submitting my comments within the 20 day period as allowed.

My name is Theresa Szafranski and I live at N71W24477 Good Hope Rd, Lisbon, my property is the last one (west) on the south side of Good Hope Rd as shown on the attached map. I would like to be put on record as to be requesting not be detached from the Town since it is not economically feasible for my property to ever be hooked up to sewer or water with the Village of Sussex. I am not in favor of the new pending agreement.

I do not consider my property to be an island property as it is not surrounded on 4 sides by current or future Sussex parcels.

My home is at least 10 feet below the road grade and I'm told, would require at least 2 lifts from basement up to the road. That would also run through what is currently my septic system in the front yard. This would be economically unaffordable for myself or any future owner of this property. The water lines were installed at the curb on the west side of the property opposite from where the water currently comes into the house, it would mean running laterals, again down 10 feet from grade, under the driveway over to the east side of the property, again economically unaffordable for myself or any future owner of this property. When the work was being done I did bring this to the attention of the Village Engineer and she told me it was too late to change anything and would remain on the opposite side of the property. In other words too bad, you will just have to pay later for the mistake made by the Village Engineer when planning the road work. As were many property owners on Good Hope Rd.

I am a widow on a fixed income and cannot afford any additional monthly payments, which means I cannot afford to make additional monthly payment over the next 10 years to the Village for the assessments being charged for the road hookups. I understand that if I don't make these payments that in 10 years there will be an additional \$5,000 to \$10,000 interest added on the original assessment to be payable in 2031.

I understand that there is a change in the revised agreement requiring that my property would be detached if transferred to another party or on December 31, 2031, this would mean that I would have to disclose all of these costs to a potential buyer and reduce the amount I could get if I were sell my home. I do not agree with those terms of the new pending agreement.

I invite any members from the Village of Sussex and/or the Town of Lisbon to meet with me and inspect my property and hopefully agree that it should remain in Lisbon or be allowed to never require to hook up to Sussex water/sewer if attached to the Village of Sussex.

Please acknowledge receipt of this email,

Theresa Szafranski
N71 W24477 Good Hope Rd.
Lisbon, WI
262-366-7086

From: [Sam Liebert](#)
To: [Elsa Cappelletto](#)
Subject: FW: Town of Lisbon - Village of Sussex Municipal Border Agreement Public Hearing November 30th Citizen Comments
Date: Monday, December 20, 2021 8:39:10 AM

Sam Liebert

Administrative Services Director, Clerk/Treasurer

Village of Sussex

Sussex Civic Center

N64W23760 Main Street | Sussex, WI 53089

Phone: (262) 246-5211 | Website: villagesussex.org

Cell: (262) 239-0425

From: Ryan Weister <ryanweister@gmail.com>

Sent: Saturday, December 18, 2021 6:12 PM

To: Sam Liebert <sliebert@villagesussex.org>

Cc: jasonwegner <jasonwegner@yahoo.com>

Subject: Town of Lisbon - Village of Sussex Municipal Border Agreement Public Hearing November 30th Citizen Comments

To Whom It May Concern:

I do not wish for my property (W239N7562 Maple Ave, Lisbon, WI 53089) to be annexed into the village of Sussex for various reasons as described below.

Sussex installed new water and sewer main lines parallel to Maple Ave in front of my property and requested that I pay a special assessment for this construction work. I feel I should not be accountable for any costs related to construction Sussex completed while my property was in Lisbon. I did not request this construction work to be carried out. Special assessment charges could be around \$15,000-\$20,000.

Sussex would require I hook up to the new sewer and water lines if annexed into Sussex. However, my property has a functioning well and septic system. The extra expenses required to run water and sewer lines from the main lines to my property (which is about 150ft from the road) would be very expensive and possibly not even feasible as my current septic tank is discharged in the rear of the house (non-road side). The property owner should not have to bear these substantial costs as I did not request this annexation. Estimates of sewer line work could be in the \$50,000 range.

I ask for empathy for an average home-owner such as myself. Having an unexpected charge approaching \$75,000 is financially devastating. Thus, I wish for my property to stay in Lisbon. If annexation to Sussex is deemed legally required for my property, then I would graciously ask Sussex and Lisbon to help cover all costs associated with annexation including special assessments, sewer/water costs for physically installing and connecting the lines to my house, and any other associated costs. If it is deemed not feasible or not logical to connect to sewer/water due to my home design and distance from road, then I would request the option to

not hook up to sewer/water if annexation is forced on my property.

Regards,

Ryan Weister
W239N7562 Maple Ave, Lisbon, WI, 53809
715-360-5124
ryanweister@gmail.com

From: [Sam Liebert](#)
To: [Elisa Cappozzo](#)
Subject: FW: Town of Lisbon and Village of Sussex Boarder Agreement
Date: Monday, December 20, 2021 8:38:16 AM

Sam Liebert

Administrative Services Director, Clerk/Treasurer

Village of Sussex

Sussex Civic Center

N64W23760 Main Street | Sussex, WI 53089

Phone: (262) 246-5211 | Website: villagesussex.org

Cell: (262) 239-0425

From: cherieschmackle@aol.com <cherieschmackle@aol.com>
Sent: Sunday, December 19, 2021 3:48 PM
To: Sam Liebert <sliebert@villagesussex.org>
Subject: Town of Lisbon and Village of Sussex Boarder Agreement

To Whom It May Concern,

I am writing regarding the ongoing discussions related to the Town of Lisbon and Village of Sussex boarder agreement. As a lifelong resident of the Town of Lisbon, I want to provide some additional insights and context as to how this agreement directly impacts myself, my family and future of the property that has been in my family for three generations. Under the current agreement, my husband and I would have to detach from the Town of Lisbon and inquire costs related to connecting our property to sewer and water. With our current quote of \$38,000 (which is just to run the lateral and doesn't include the costs associated to connect to our house) there would be significant financial hardship for our household as my husband and I are nearing retirement age. My husband (who will be 65 in February) would need to defer his retirement due to having to pay these significant costs. Additionally, this current agreement isn't allowing us to make necessary improvements to our property driving our property value down. This is due to a part of the agreement that we are unable to do more than \$5,000 of improvements because if we did, we would have to be automatically annexed into Sussex. As you can imagine with today's cost of living, \$5,000 is an extremely low amount and thus is stifling our ability to make necessary improvements to our home (i.e. putting in a new furnace, new roof, new siding, patio, etc.). All this is so unfortunate as we have plans to pass along this property and it's legacy to a forth generation within our family but this is creating many obstacles and difficulties for this to even be considered. Please keep our family and the future of our family's legacy with this property in mind as you make considerations on how to proceed with this current agreement.

Sincerely,

Cherie Schmackle
W240 N7181 Maple Ave
Sussex, WI 53089
262-246-3298

RE: Town of Lisbon - Village of Sussex Municipal Border Agreement Public Hearing
November 30th, 2021 Citizen Comments

Site address: N71 W24433 Good Hope Road

Parcel #: LSBT0229998001

I am a property owner that lives in the Town of Lisbon and is part of the 63 properties that is trying to stay in the Town of Lisbon. When I was looking for a place to live and raise my family, I could not have thought of a better place then where I grew up. Now my property and I are being forced out of this community and put in Sussex. The reasons why I wanted to live in Lisbon is because of the less restriction I have, lower taxes, having well and septic, and the feel of being in the country. Also, when looking at the map of the new boarder agreement my property is not an island and therefore, I believe I should have the right to choose if I want to say in Lisbon or become part of Sussex. I don't want my property to be detached from Lisbon, I oppose it.

The village and town are taking our property for their gain. Sussex will get our tax money and our payments for water and sewer and the Town of Lisbon is giving our properties to Sussex for the right to start applying to become a village or city. In our constitution about eminent domain, it states that the government cannot take our private property without compensation. Yes, they got a company to pay for our assessments but there is still the cost to hookup to the water and sewer main. Such as having the lines brought to our house and rerunning our water and sewer lines in our house. Our properties are being used to benefit both the town and village at the property's expenses.

When we bought the place where we live, we were never told of the possibility that we would go into Sussex. The property was bought in November of 2018. Being at the meeting the board keeps saying that if anyone bought a house after 2000, they were supposed to go into Sussex. I can attest to that this was not the case. I feel like the town and village has just been picking and choosing when they wanted to put a house into the village. Since day one they have not be consistent in how and when a house would go into the village.

I rent my property from my parents and planned to buy the house from them but am unable to buy it from them due to this border agreement. If I buy it from them, they say I will be detached from the Town of Lisbon and brought into Sussex. For me I am self-employed and do not have this money to run water and sewer to my house. If this was the case that I would go into Sussex someday I would have just bought a house in Sussex and not have to worry about this. I didn't because I really enjoy the freedom I have in the Town of Lisbon.

Sincerely,

Daniel Binder

262-366-2791

December 19, 2021

From: [Sam Liebert](#)
To: [Elisa Cappelletto](#)
Subject: FW: Town of Lisbon - Village of Sussex Municipal Border Agreement Public Hearing November 30, 2021 Citizen Comments
Date: Monday, December 20, 2021 9:20:45 AM

Sam Liebert

Village of Sussex

Administrative Services Director, Clerk/Treasurer
262-246-5200 | sliebert@villagesussex.org

From: Nancy Tetzlaff <nancysussex@gmail.com>
Sent: Monday, December 20, 2021 9:06 AM
To: Sam Liebert <sliebert@villagesussex.org>
Subject: Fwd: Town of Lisbon - Village of Sussex Municipal Border Agreement Public Hearing November 30, 2021 Citizen Comments

----- Forwarded message -----

From: Nancy Tetzlaff <nancysussex@gmail.com>
Date: Mon, Dec 20, 2021 at 9:05 AM
Subject: Fwd: Town of Lisbon - Village of Sussex Municipal Border Agreement Public Hearing November 30, 2021 Citizen Comments

----- Forwarded message -----

From: Nancy Tetzlaff <nancysussex@gmail.com>
Date: Mon, Dec 20, 2021 at 9:04 AM
Subject: Fwd: Town of Lisbon - Village of Sussex Municipal Border Agreement Public Hearing November 30, 2021 Citizen Comments

----- Forwarded message -----

From: Nancy Tetzlaff <nancysussex@gmail.com>
Date: Sun, Dec 19, 2021 at 10:33 PM
Subject: Town of Lisbon - Village of Sussex Municipal Border Agreement Public Hearing November 30, 2021 Citizen Comments

Owners: Michael A. & Nancy E. Tetzlaff
Property: W240 N6881 Maple Ave., Town of Lisbon

Tax ID#: LSBT0229996001

We feel the same today as we did back in 1996 when the planning for the Maple Ave. Sewer and Water Project was brought to our attention. We do not want to be annexed into the Village of Sussex. This has been hanging over our heads because of the greed of a subdivision developer wanting smaller lots, not wanting to abide by the Town of Lisbon lot sizes, and the Village of Sussex annexing the subdivision and providing them with sewer and water that had to go past our house. We never asked for any of this.

We are both retired and on a fixed income. We appreciate the \$1.4M the Village of Sussex is willing to use to pay the current assessments and fees for the frontage. This money comes from a deal they made with Lannon Stone. We do not want to jeopardize this money. But there is still the additional costs for hooking up the sewer and water from the road, which is a substantial amount. Our daughter lives next to us and just had to annex and hook up. The cost for just the plumber portion is \$6500.00. That doesn't include the excavation portion. That will run in the thousands also.. Then, we will also have the monthly expenses of the sewer and water charges. None of this adds any value whatsoever to our home or property. It is just a financial drain on our limited resources. We would like to see some financial compensation to cover part or all of the costs, whether from the Town of Lisbon or the Village of Sussex.

If the annexation takes place, we don't feel we should have to be required to hook up within a certain amount of time while our wells and septic systems are still in working condition.

The Town of Lisbon would like to become a village or a city so the Village of Sussex can't continue to take property from them. Sussex won't agree to letting Lisbon do this without Lisbon agreeing to Sussex annexing all the properties included in the so called "border agreements". Everyone loses here but Sussex.

The last item I would like to bring up is the zoning changes to our properties upon annexation. There is no hunting in the Village of Sussex. Our neighbor owns approximately 60 acres of land surrounding our house. If he can't hunt on his property, it will more than likely be turned into a subdivision within 5 years. Then our property will be surrounded by a bunch of houses instead of all the trees (from the old Lied's Nursery) and wildlife we enjoy so much.

Mike and Nancy Tetzlaff
262-246-8394
NancySussex@gmail.com

From: [Sam Liebert](#)
To: [Elsa Cappozzo](#)
Subject: FW: Town of Lisbon-Village of Sussex Border Agreement Public Hearing November 30th Citizen Comments
Date: Monday, December 20, 2021 4:00:04 PM

Sam Liebert

Administrative Services Director, Clerk/Treasurer

Village of Sussex

Sussex Civic Center

N64W23760 Main Street | Sussex, WI 53089

Phone: (262) 246-5211 | Website: villagesussex.org

Cell: (262) 239-0425

From: Kristin Dhein <dheinkld@gmail.com>
Sent: Monday, December 20, 2021 2:49 PM
To: erich.schmidtke@wi.gov; Sam Liebert <sliebert@villagesussex.org>
Cc: jasonwegner <jasonwegner@yahoo.com>
Subject: Town of Lisbon-Village of Sussex Border Agreement Public Hearing November 30th Citizen Comments

Hello Erich,

My name is Kristin Dhein, I live at N72W24130 Good Hope Rd., Lisbon, WI 53089
Mailing address is Sussex, WI 53089.

Jason Wagner reached out to you a couple of weeks ago to let you know that we are 1 of 63 families that Lisbon has decided to give to Sussex.

This is not in the best interest of our family. We bought this property because it meant we would have safe water for our children, no sewer and water bill, and a lower tax rate.

If we are forced to become Sussex our lives will be greatly impacted for the negative.

Our children will not be able to drink Sussex village water. Fluoride makes them violently ill, fevers, vomiting, stomach cramps and all the problems that you can imagine can affect a person's GI system. So we will be forced to buy bottled water to drink and cook with.

We currently pay approximately \$300.00 every three years \$100.00 a year to have our septic system inspected and pumped. My friend that lives in Sussex, has a slightly smaller home with the same number of family members. She pays almost \$300.00 every three months for Sussex sewer and water.\$1200.00 a year.

So we will be looking at an \$1100.00 increase a year just to have water.

Our property is an acre. We do not own a city size lot. So our taxes will increase significantly.

We have two children starting college the 1st in fall 2022, the next will start in fall of 2025. Because of my husband's income we don't expect much help from financial aid, yet we don't have enough money to pay for their college. I am already planning on going back to

work to help pay for their education.

However, we do not know how we will pay for 8+ years of college and afford to have our well sealed, our septic system removed or safely abandoned, pay for the water and sewer hook up from the street,(under our concrete driveway) and hooked up to the connections in the back of our home, a \$1100.00 yearly water bill and increased property taxes.

We understand there are many other horrible things that are going on right now. I just ask for some consideration and understanding of the burdens Lisbon is forcing onto our family.

Can Lisbon pay for our water hook ups? Can Sussex allow us to keep our sewer and well until they fail? Or even allow us to keep our well? Can these changes be put on hold in some way or form?

We keep our home in good repair. We are/were happy living here. These changes will most certainly make living here a struggle.

Thank you for your time and consideration,
Ted and Kristin Dhein
N72W24130 Good Hope Rd.
Sussex, WI 53089
262-246-3185

From: [Sam Liebert](#)
To: [Elsa Cappozzo](#)
Subject: FW: Town of Lisbon-Village of Sussex Border agreement Hearing November 30th Citizens comments
Date: Monday, December 20, 2021 3:58:42 PM

Sam Liebert

Administrative Services Director, Clerk/Treasurer

Village of Sussex

Sussex Civic Center

N64W23760 Main Street | Sussex, WI 53089

Phone: (262) 246-5211 | Website: villagesussex.org

Cell: (262) 239-0425

From: Kristin Dhein <dheinkld@gmail.com>

Sent: Monday, December 20, 2021 3:00 PM

To: erich.schmidtke@wi.gov; Sam Liebert <sliebert@villagesussex.org>

Cc: jasonwegner <jasonwegner@yahoo.com>

Subject: Town of Lisbon-Village of Sussex Border agreement Hearing November 30th Citizens comments

Re: N72w24090 Good Hope Rd., Lisbon, WI 53089

Hello Erich,

My name is Kristin Dhein, I am reaching out to you on behalf of Tom and Joan Nowak, N72w24090 Good Hope Rd., Lisbon, WI 53089
262-246-4196

Tom is my neighbor immediately to my east. Tom and Joan are both retired. They are happy living in their home and planned on living the remainder of their years in this home.

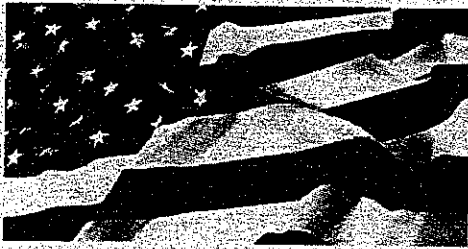
With Lisbon forcing them to hook up to Sussex sewer and water they will be burdened with a huge bill to hook up to sewer and water. A water and sewer bill. An increase in their tax rates. They own an acre of property, not a small village size lot.

Tom is in his mid to late 80's. Both Tom and Joan are retired. When they retired they made a best guess as to what they would financially need to live out the remainder of their lives. They did not make provisions for a possible \$30,000 water hook up charge, their taxes to double, and definitely a \$1000.00 yearly water bill.

They are just one of the many retired homeowners that are being forced to become Sussex. How can Lisbon expect these retired people to incur such a huge financial burden, that they could not have possibly foreseen 50+ years ago when they bought their home in the town of Lisbon?

Thank you for your time and consideration ,

Kristin Dhein
262-246-3185
on behalf of
Tom and Joan Nowak
N72W24090 Good Hope Rd.
Lisbon, WI 53089
262-246-4196



I BEEN LIVEING IN THE
TOWN OF LISBON
FOR 53 YEARS

I DON'T WANT TO JOIN SUSSEX

RONALD SATHER
RT1 W24397 GOOD HOPE RD
SUSSEX WI 53089

Ronald Sather

NO ONE DOES MORE FOR VETERANS.

EXHIBIT V

APPROVING RESOLUTION 2022-01 TOWN OF LISBON

RESOLUTION 2022-01

**RESOLUTION TO ADOPT THE COOPERATIVE PLAN
WITH THE VILLAGE OF SUSSEX AND TO TRANSMIT THE COOPERATIVE
BOUNDARY PLAN TO THE STATE OF WISCONSIN DEPARTMENT OF
ADMINISTRATION**

WHEREAS, the Town Board of the Town of Lisbon, pursuant to Wisconsin Statute §66.0307(4)(a) adopted Resolution No. 13-20 to authorize the preparation of a Cooperative Boundary Plan between the Town of Lisbon and the Village of Sussex; and

WHEREAS, the Village Board of the Village of Sussex, pursuant to Wisconsin Statute §66.0307(4)(a) adopted Resolution No. 20-23 to authorize the preparation of a Cooperative Boundary Plan between the Town of Lisbon and the Village of Sussex; and

WHEREAS, Section 66.0307, Wis. Stats., authorizes adjoining municipalities to adopt a Cooperative Plan which, when approved by the Department of Administration in accordance with the requirements of Sec. 66.0307, Wis. Stats., establish the boundaries between and amongst themselves and becomes effective and binds both municipalities to the terms and conditions of the Plan; and

WHEREAS, the Village of Sussex and the Town of Lisbon adopted Resolutions authorize their respective municipalities to enter into negotiations for the purpose adopting a Cooperative Plan; and

WHEREAS, The Cooperative Plan prepared by the Village and Town has the general purpose of guiding and accomplishing a coordinated and harmonious development of the territory covered by the Plan in order to best promote the public health, safety, and general welfare of the Village and Town; and

WHEREAS, a Cooperative Boundary Plan is in the best interest of the Town of Lisbon and Village of Sussex; and

WHEREAS, as a result of the authorization set forth in the aforementioned Resolutions, a Cooperative Boundary Plan was drafted pursuant to Wisconsin Statute §66.0307 and is hereinafter referred to as the "Cooperative Boundary Plan"; and

WHEREAS, the proposed Cooperative Boundary Plan was the subject of a Joint Public Hearing held on November 30, 2021 at the Village of Sussex Village Hall and both the Town of Lisbon Town Board and the Village of Sussex Village Board were present for said Joint Public Hearing as required by Wisconsin Statute §66.0307(4)(b); and

WHEREAS, in advance of the Joint Public Hearing, Notice of the Joint Public Hearing was provided by publication in the Waukesha Freeman on November 6, 2021, November 13, 2021 and November 20, 2021 in compliance with the statutory requirements of Wisconsin Statute §66.0307(4)(b); and

WHEREAS, at the Joint Public Hearing the Town of Lisbon Town Board and the Village of Sussex Village Board heard comments about the proposed Cooperative Boundary Plan from the public and for twenty (20) days after the Joint Public Hearing, the Clerks of the Town of Lisbon and the Village of Sussex received comments about the proposed Cooperative Boundary Plan as required under Wisconsin Statute §66.0307(4)(c), all of which comments were reviewed and considered by Town of Lisbon Town Board and the Village of Sussex Village Board; and

WHEREAS the proposed Cooperative Boundary Plan was made available to the public prior to the Joint Public Hearing as provided for in the Notices of Publication. Comments made at the Joint Public hearing, as well as for twenty (20) days subsequent thereto have been considered by the Town of Lisbon Town Board and the Village of Sussex Village Board, respectively; and

WHEREAS, the proposed Cooperative Boundary Plan, with the comments attached to the final Cooperative Boundary Plan as Exhibit U, constitutes the final Cooperative Plan that should be sent to the State of Wisconsin Department of Administration for final review and approval; and

WHEREAS, the purpose of this Resolution is to approve the final Cooperative Plan as described in Sec. 66.0307, Wis. Stats.;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town Lisbon does hereby adopt and approve the final Cooperative Plan with the Village of Sussex, a copy of which is attached hereto and incorporated herein by reference, as defined in Sec. 66.0307, Wis. Stats. with the comments attached to the final Cooperative Boundary Plan as Exhibit U,

BE IT FURTHER RESOLVED that the Town Clerk is directed to cooperate with the Village Clerk for the Village of Sussex to include the executed version of this Resolution, as well as the Resolution of the Village of Sussex, indicating adoption of the final Cooperative Boundary Plan and authorizing transmittal of the final Cooperative Boundary Plan to the State of Wisconsin Department of Administration.

BE IT FURTHER RESOLVED that the Town Chairman of the Town of Lisbon and the Town Clerk of the Town of Lisbon are authorized to execute the final Cooperative Boundary Plan on behalf of the Town of Lisbon and the appropriate Town of Lisbon Town Officials are hereby authorized to take all other necessary and appropriate action consistent with the approval of this Resolution and the provisions of Wisconsin Statute §66.0307.

BE IT FURTHER RESOLVED that the Town Clerk of the Town of Lisbon is directed to cooperate with the Village Clerk for the Village of Sussex to submit the final Cooperative Boundary Plan with the comments attached to the final Cooperative Boundary Plan as Exhibit U, to the State of Wisconsin Department of Administration for approval pursuant to Wisconsin Statute §66.0307(4)(f) and (5).

BE IT FURTHER RESOLVED that the Town Clerk of the Town of Lisbon is hereby directed to take such steps are necessary to effectuate the intention of these resolution

PASSED AND ADOPTED by the Town Board of the Town of Lisbon, Waukesha County, Wisconsin this 24th day of January 2022.

TOWN BOARD, TOWN OF LISBON
WAUKESHA COUNTY, WISCONSIN

BY: _____
JOSEPH OSTERMAN, Chairman

BY: _____
DOUGLAS BRAHM, Supervisor
13-20

BY: _____
MARC MOONEN, Supervisor

BY: _____
LINDA BEAL, Supervisor

BY: _____
REBECCA PLOTECHER, Supervisor

ATTEST:

BY: _____
Elisa Cappozzo, WCMC
Town Clerk

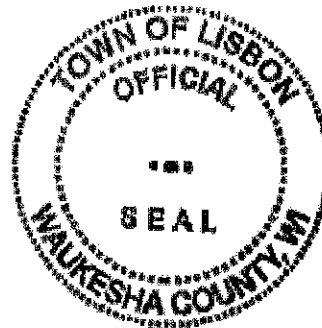


EXHIBIT W

APPROVING RESOLUTION 22-5 VILLAGE OF SUSSEX

RESOLUTION 22-05

RESOLUTION TO ADOPT THE COOPERATIVE PLAN WITH THE TOWN OF LISBON AND TO TRANSMIT THE COOPERATIVE BOUNDARY PLAN TO THE STATE OF WISCONSIN DEPARTMENT OF ADMINISTRATION

WHEREAS, the Town Board of the Town of Lisbon, pursuant to Wisconsin Statute §66.0307(4)(a) adopted Resolution No. 13-20 to authorize the preparation of a Cooperative Boundary Plan between the Town of Lisbon and the Village of Sussex; and

WHEREAS, the Village Board of the Village of Sussex, pursuant to Wisconsin Statute §66.0307(4)(a) adopted Resolution No. 19-10 to authorize the preparation of a Cooperative Boundary Plan between the Town of Lisbon and the Village of Sussex; and

WHEREAS, Section 66.0307, Wis. Stats., authorizes adjoining municipalities to adopt a Cooperative Plan which, when approved by the Department of Administration in accordance with the requirements of Sec. 66.0307, Wis. Stats., establish the boundaries between and amongst themselves and becomes effective and binds both municipalities to the terms and conditions of the Plan; and

WHEREAS, the Village of Sussex and the Town of Lisbon adopted Resolutions authorizing their respective municipalities to enter into negotiations for the purpose adopting a Cooperative Plan; and

WHEREAS, The Cooperative Plan prepared by the Village and Town has the general purpose of guiding and accomplishing a coordinated and harmonious development of the territory covered by the Plan in order to best promote the public health, safety, and general welfare of the Village and Town; and

WHEREAS, a Cooperative Boundary Plan is in the best interest of the Town of Lisbon and Village of Sussex; and

WHEREAS, as a result of the authorization set forth in the aforementioned Resolutions, a Cooperative Boundary Plan was drafted pursuant to Wisconsin Statute §66.0307 and is hereinafter referred to as the "Cooperative Boundary Plan"; and

WHEREAS, the proposed Cooperative Boundary Plan was the subject of a Joint Public Hearing held on November 30, 2021 at the Village of Sussex Village Hall and both the Town of Lisbon Town Board and the Village of Sussex Village Board were present for said Joint Public Hearing as required by Wisconsin Statute §66.0307(4)(b); and

WHEREAS, in advance of the Joint Public Hearing, Notice of the Joint Public Hearing was provided by publication in the Waukesha Freeman on November 6, 2021, November 13, 2021, and November 20, 2021 in compliance with the statutory requirements of Wisconsin Statute §66.0307(4)(b); and

WHEREAS, at the Joint Public Hearing the Town of Lisbon Town Board and the Village of Sussex Village Board heard comments about the proposed Cooperative Boundary Plan from the public and for twenty (20) days after the Joint Public Hearing, the Clerks of the Town of Lisbon and the Village of Sussex received comments about the proposed Cooperative Boundary Plan as required under Wisconsin Statute §66.0307(4)(c), all of which comments were reviewed and considered by Town of Lisbon Town Board and the Village of Sussex Village Board; and

WHEREAS the proposed Cooperative Boundary Plan was made available to the public prior to the Joint Public Hearing as provided for in the Notices of Publication. Comments made at the Joint Public hearing, as well as for twenty (20) days subsequent thereto have been considered by the Town of Lisbon Town Board and the Village of Sussex Village Board, respectively; and

WHEREAS, the proposed Cooperative Boundary Plan, with the comments attached to the final Cooperative Boundary Plan as Exhibit U, constitutes the final Cooperative Plan that should be sent to the State of Wisconsin Department of Administration for final review and approval; and

WHEREAS, the purpose of this Resolution is to approve the final Cooperative Plan as described in Sec. 66.0307, Wis. Stats.;

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of the Village of Sussex does hereby adopt and approve the final Cooperative Plan with the Town of Lisbon, a copy of which is attached hereto and incorporated herein by reference, as defined in Sec. 66.0307, Wis. Stats. with the comments attached to the final Cooperative Boundary Plan as Exhibit U,

BE IT FURTHER RESOLVED that the Village Clerk is directed to cooperate with the Town Clerk for the Town of Lisbon to include the executed version of this Resolution, as well as the Resolution of the Town of Lisbon, indicating adoption of the final Cooperative Boundary Plan and authorizing transmittal of the final Cooperative Boundary Plan to the State of Wisconsin Department of Administration.

BE IT FURTHER RESOLVED that the Village President of the Village of Sussex and the Village Clerk of the Village of Sussex are authorized to execute the final Cooperative Boundary Plan on behalf of the Village of Sussex and the appropriate Village of Sussex Village Officials are hereby authorized to take all other necessary and appropriate action consistent with the approval of this Resolution and the provisions of Wisconsin Statute §66.0307.

BE IT FURTHER RESOLVED that the Village Clerk of the Village of Sussex is directed to cooperate with the Town Clerk for the Town of Lisbon to submit the final Cooperative Boundary Plan with the comments attached to the final Cooperative Boundary Plan as Exhibit U, to the State of Wisconsin Department of Administration for approval pursuant to Wisconsin Statute §66.0307(4)(f) and (5).

BE IT FURTHER RESOLVED that the Village Clerk of the Village of Sussex is hereby directed to take such steps are necessary to effectuate the intention of these resolution

PASSED AND ADOPTED by the Village Board of the Village of Sussex, Waukesha County, Wisconsin this 25th day of January 2022.

Village President

ATTEST: _____
Clerk-Treasurer