

Ordinance No. 08-06-12-01

An Ordinance of the Village of Fontana adopting the thirteenth amendment to the Fontana Walworth Joint Sewerage Treatment Agreement Pursuant to WI Statutes 66.0301 (2007-2008) for the Joint Establishment, Operation and Administration of Wastewater Collection, Treatment and Disposal

Whereas, the Village of Walworth, a municipal corporation of the State of Wisconsin, hereinafter, referred to as "Walworth", and the Village of Fontana-on-Geneva Lake, a municipal corporation of the State of Wisconsin, hereinafter referred to as "Fontana", entered into the above referenced Agreement, dated the 3rd day of December, 1984; and;

Whereas, a First Amendment to said Intergovernmental Agreement was adopted by FWWPCC on August 20, 1985; executed by the Village of Walworth, Walworth, Wisconsin on the 20th day of August 1985, and the Village of Fontana on Geneva Lake, Wisconsin, on the 9th day of September, 1985; and,

Whereas, a Second Amendment to said Intergovernmental Agreement was adopted by FWWPCC on January 14, 1986; executed by the Village of Walworth, Walworth, Wisconsin on the 10th day of March, 1986, and by the Village of Fontana on Geneva Lake, Wisconsin on the 10th day of March 1986; and.,

Whereas, a Third Amendment to said Intergovernmental Agreement was adopted by FWWPCC on February 10, 1987; executed by the Village of Walworth, Wisconsin, on the 13th day of April, 1987, and by the Village of Fontana on Geneva Lake, Wisconsin on the 2nd day of March, 1987; and,

Whereas, a Fourth Amendment to said Intergovernmental Agreement was adopted by FWWPCC on September 8, 1992; executed by the Village of Walworth, Wisconsin, on the 14th day of September, 1992, and the Village of Fontana on Geneva Lake, Wisconsin on the 19th day of October, 1992; and.

Whereas, a Fifth Amendment to said Intergovernmental Agreement was adopted by FWWPCC on February 8, 1994; executed by the Village of Walworth, Wisconsin, on the 9th day of May 1994, and by the Village of Fontana on Geneva Lake, Wisconsin on the 2nd day of May, 1994; and,

Whereas, a Sixth Amendment to said Intergovernmental Agreement was adopted by FWWPCC on April 20, 1994; executed by the Village of Walworth, Wisconsin on the the 9th day of May, 1994, and by the Village of Fontana on Geneva Lake, Wisconsin on the 2nd day of May 1994; and,

Whereas, a Seventh Amendment to said Intergovernmental Agreement was adopted by FWWPCC on the 10th day of July, 2001; executed by the Village of Walworth, Wisconsin the 13th day of August, 2001, and the Village of Fontana on Geneva Lake, Wisconsin on the 1st day of October, 2001; and,

Whereas, an Eighth Amendment to said Intergovernmental Agreement was adopted by FWWPCC on the 9th day of September, 2003; executed by the Village of Walworth, Wisconsin the 13th day of October, 2003, and the Village of Fontana on Geneva Lake, Wisconsin on the 6th day of October, 2003;

Whereas, a Ninth Amendment to said Intergovernmental Agreement was adopted by FWWPCC on the 13th day of September, 2005; executed by the Village of Walworth, Wisconsin the 10th day of October, 2005, and the Village of Fontana on Geneva Lake, Wisconsin on the 3rd day of October, 2005;

Whereas, a Tenth Amendment to said Intergovernmental Agreement was adopted by FWWPCC on the 12th day of February, 2008; executed by the Village of Walworth, Wisconsin the 10th day of March, 2008, and the Village of Fontana on Geneva Lake, Wisconsin on the 3rd day of March, 2008;

Whereas, an Eleventh Amendment to said Intergovernmental Agreement was adopted by FWWPCC on the 13th day of April, 2010; executed by the Village of Walworth, Wisconsin the 17th day of May, 2010, and the Village of Fontana on Geneva Lake, Wisconsin on the 12th day of May, 2010;

Whereas, a Twelfth Amendment to said Intergovernmental Agreement was adopted by FWWPCC on the 8th day of February, 2011; executed by the Village of Walworth, Wisconsin the 14th day of February, 2011, and the Village of Fontana on Geneva Lake, Wisconsin on the 7th day of March, 2011; and

Whereas, it is desirous that provision be made in the Intergovernmental Agreement to reflect the changes in the Intergovernmental Agreement; and,

Whereas, Walworth and Fontana have, by ordinance of the respective Villages dated August 13, 2012 and August 6, 2012, respectively, authorized their respective Presidents and Clerks to execute this Thirteenth Amendment to accurately reflect the changes as set forth in this Thirteenth Amendment;

Now Therefore, in consideration of the agreements, promises and covenants heretofore entered into, Walworth and Fontana hereby mutually agree to amend and modify the Fontana/Walworth Joint Sewage Treatment Agreement dated the 3rd day of December, 1984, and subsequent Amendments thereto, as follows:

Section I: Appendix A of the Code of Ordinances of the Village of Fontana on Geneva Lake hereby amended to read: The Village of Fontana on Geneva Lake hereby adopts the Thirteenth Amendment to the Fontana Walworth Joint Sewage Treatment Agreement pursuant to Wisconsin State Statutes Section 66.0301(2007-2008), for the joint establishment, operation, and administration of wastewater collection, treatment and disposal, as amended by First through Thirteenth Amendments. A copy of said Thirteenth Amendment is, along with the agreement itself, on file in the clerk's office.

Section II. Any future amendments, revisions, or modifications of the Fontana Walworth Joint Sewage Treatment Agreement are intended to be made part of this code, provided the Fontana Walworth Pollution Control Commission resolves and recommends the adoption of said amendment.

Section III. The Village President and Clerk are authorized to execute the Thirteenth amendment to the Fontana Walworth Joint Sewage Treatment Agreement pursuant to Wisconsin Statutes 66.0301 (2007-2008) for the Joint Establishment, Operation and Administration of Wastewater Collection, Treatment and Disposal on behalf of the Village of Fontana.

Section IV. This Ordinance and the attached Thirteenth Amendment shall be in full force and effect upon and from its passage, approval and execution.

Adopted and Approved by the Village Board of the Village of Fontana on Geneva Lake, Walworth County, Wisconsin, this 6th day of August, 2012.

Village of Fontana on Geneva Lake

By: 

Arvid Petersen, President

Attest: 

Dennis Martin, Clerk

**THIRTEENTH AMENDMENT TO
FONTANA/WALWORTH JOINT SEWAGE TREATMENT AGREEMENT
PURSUANT TO WIS. STAT. § 66.0301 (2009-2010) FOR
THE JOINT ESTABLISHMENT, OPERATION AND ADMINISTRATION
OF WASTEWATER COLLECTION, TREATMENT AND DISPOSAL**

WHEREAS, the Village of Walworth, a municipal corporation of the State of Wisconsin, hereinafter referred to as "Walworth," and the Village of Fontana-on-Geneva Lake, a municipal corporation of the State of Wisconsin, hereinafter referred to as "Fontana," entered into the above-referenced Agreement, dated the 3rd day of December, 1984;

WHEREAS, a First Amendment to said Intergovernmental Agreement was executed by the Village of Walworth, Wisconsin, on the 20th day of August, 1985, and by the Village of Fontana-on-Geneva Lake, Wisconsin, on the 9th day of September, 1985; and,

WHEREAS, a Second Amendment to said Intergovernmental Agreement was executed by the Village of Walworth, Wisconsin, on the 10th day of March, 1986, and by the Village of Fontana-on-Geneva Lake, Wisconsin, on the 10th day of March, 1986; and,

WHEREAS, a Third Amendment to said Intergovernmental Agreement was executed by the Village of Walworth, Wisconsin, on the 13th day of April, 1987, and by the Village of Fontana-on-Geneva Lake, Wisconsin, on the 2nd day of March, 1987; and,

WHEREAS, a Fourth Amendment to said Intergovernmental Agreement was executed by the Village of Walworth, Wisconsin, on the 14th day of September, 1992, and by the Village of Fontana-on-Geneva Lake, Wisconsin, on the 19th day of October, 1992; and,

WHEREAS, a Fifth Amendment to said Intergovernmental Agreement was executed by the Village of Walworth, Wisconsin, on the 9th day of May, 1994, and by the Village of Fontana-on-Geneva Lake, Wisconsin, on the 7th day of March, 1994; and,

WHEREAS, a Sixth Amendment to said Intergovernmental Agreement was executed by the Village of Walworth, Wisconsin, on the 9th day of May, 1994, and by the Village of Fontana-on-Geneva Lake, Wisconsin, on the 2nd day of May, 1994; and,

WHEREAS, a Seventh Amendment to said Intergovernmental Agreement was executed by the Village of Walworth, Wisconsin, on the 13th day of August, 2001, and by the Village of Fontana-on-Geneva Lake, Wisconsin, on the 1st day of October, 2001; and,

WHEREAS, an Eighth Amendment to said Intergovernmental Agreement was executed by the Village of Walworth, Wisconsin, on the 13th day of October 2003, and by the Village of Fontana-on-Geneva Lake, Wisconsin, on the 6th day of October 2003; and,

WHEREAS, a Ninth Amendment to said Intergovernmental Agreement was executed by the Village of Walworth, Wisconsin, on the 10th day of October, 2005, and by the Village of Fontana-on-Geneva Lake, Wisconsin, on the 4th day of October 2005; and,

WHEREAS, a Tenth Amendment to said Intergovernmental Agreement was executed by the Village of Walworth, Wisconsin, on the 10th day of March, 2008, and by the Village of Fontana-on-Geneva Lake, Wisconsin, on the 3rd day of March, 2008; and,

WHEREAS, an Eleventh Amendment to said Intergovernmental Agreement was executed by the Village of Walworth, Wisconsin, on the 17th day of May, 2010, and by the Village of Fontana-on-Geneva Lake, Wisconsin, on the 12th day of May, 2010; and,

WHEREAS, a Twelfth Amendment to said Intergovernmental Agreement was executed by the Village of Walworth, Wisconsin, on the 14th day of February, 2011, and by the Village of Fontana-on-Geneva Lake, Wisconsin, on the 7th day of March, 2011; and,

WHEREAS, it is desirable that provision be made in the Intergovernmental Agreement to reflect the changes in the Intergovernmental Agreement, and,

WHEREAS, Walworth and Fontana have, by ordinance of the respective villages dated August 13, 2012, and August 6, 2012, respectively authorized their respective Presidents and Clerks to execute this Thirteenth Amendment to accurately reflect the changes as set forth in this Thirteenth Amendment.

NOW THEREFORE, in consideration of the agreements, promises and covenants heretofore entered into, Walworth and Fontana hereby mutually agree to amend and modify the Fontana/Walworth Joint Sewage Treatment Agreement dated the 3rd day of December, 1984, and subsequent Amendments thereto, as follows:

FIRST: The Title Page is hereby amended to read as follows:

**FONTANA/WALWORTH JOINT SEWAGE
TREATMENT AGREEMENT PURSUANT TO
WIS. STAT. §66.0301 (2009-2010),
FOR THE JOINT ESTABLISHMENT,
OPERATION, AND ADMINISTRATION
OF WASTEWATER COLLECTION, TREATMENT
AND DISPOSAL AS AMENDED BY FIRST
THROUGH THIRTEENTH AMENDMENTS**

Prepared by:

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Revised: July 2012

SECOND: The Table of Contents is hereby amended to reflect the correct page numbers.

THIRD: The Title, opening paragraph and the Recitals (first paragraph) are hereby amended to read as follows:

**FONTANA/WALWORTH JOINT SEWAGE TREATMENT AGREEMENT
PURSUANT TO WIS. STAT. § 66.0301 (2009-2010),
FOR THE JOINT ESTABLISHMENT, OPERATION,
AND ADMINISTRATION OF WASTEWATER COLLECTION,
TREATMENT AND DISPOSAL AS AMENDED BY
FIRST THROUGH THIRTEENTH AMENDMENTS**

THIS AGREEMENT first made and entered into on December 3, 1984, and as amended, is made between the Village of Fontana-on-Geneva Lake, Wisconsin ("Fontana") and the Village of Walworth, Wisconsin ("Walworth"), municipal corporations and political subdivisions of the State of Wisconsin, all pursuant to Wis. Stat. § 66.0301 (2009-2010), as may be amended, to establish a single contractual relationship for the joint participation in the collection, treatment, and disposal of sewage and creation of Fontana/Walworth Water Pollution Control Commission ("Commission").

RECITALS

WHEREAS, Fontana and Walworth seek to participate jointly, and through their mutual cooperation enter into this Agreement, pursuant to the applicable provisions of Wis. Stat. § 66.0301 (2009-2010), as may be amended, for the joint purpose of constructing a Wastewater treatment facility, to update and replace their present inadequate treatment plants, with sufficient size and capacity to treat the sewage from within the region, which hereinafter shall be set forth in greater detail; and

FOURTH: Article I, titled **Definitions**, and the main body of the Intergovernmental Agreement (Articles II through IX) are hereby amended in relevant part to reflect the years "(2009-2010)" wherever located after each cited Wisconsin Statute.

FIFTH: Section 5.04 **Capital Charges**. is hereby amended to read as follows:

Section 5.04. Capital Charges.

(a) Up to May 1, 2001, Table 1., (below) set forth the respective daily design allocations based upon a thirty (30) day average in terms of percentages of each Contracting Municipality and Kikkoman Foods, Inc.:

Table 1.

Entity	Average Flow (gpd)	BOD (ppd)		SS (ppd)	
	(No Change)	Before March 8, 1994	After March 8, 1994	Before March 8, 1994	After March 8, 1994
Fontana	1,100,000 (65%)	1,085 (41%)	1,030 (39%)	1,020 (44%)	955 (41%)
Walworth	250,000 (15%)	365 (14%)	420 (16%)	430 (18%)	495 (21%)
Kikkoman	350,000 (20%)	1,170 (45%)	No Change	875 (38%)	No Change
Totals:	1,700,000 (100%)	2,620 (100%)		2,325 (100%)	

Table 1. was adjusted from the original table prepared for the Wastewater Treatment Facility when the facility first became fully operational on August 26, 1986. Table 1. reflects the fact that Walworth, based upon a March 8, 1994 valuation date, did purchase excess capacity from Fontana (see the Sixth Amendment to the Intergovernmental Agreement). Fontana was the sole seller of the excess capacity. Walworth's need was for BOD and TSS capacity. Walworth had exceeded 95% of its monthly average design capacity for the parameters of BOD and TSS. The Consulting Engineer recommended, and it was agreed by all parties, that the Village of Walworth would purchase excess capacity in the amount of an added 15% of Walworth's currently-owned capacity for both BOD and TSS. The unit cost of purchase as of March 8, 1994 was figured and arrived at as provided in Section 5.07 of this Agreement. Specifically, the Consulting Engineer employed the following formula:

The unit cost of purchase as of March 8, 1994, is:

$$\text{Flow, gpd} = \frac{\$8,021,336 \times 0.22}{1,700 (1,000 \text{ gpd})} = \$1,038/1,000 \text{ gpd}$$

$$\text{BOD, ppd} = \frac{\$8,021,336 \times 0.49}{2,620 \text{ ppd}} = \$1,500/\text{ppd of BOD}$$

$$\text{SS, ppd} = \frac{\$8,021,336 \times 0.29}{2,325 \text{ ppd}} = \$1,001/\text{ppd of SS}$$

The cost of purchase is represented by the following formula prepared by the Consulting Engineer:

$$\text{BOD, cost} = \frac{\$1,500 \times 55 \text{ ppd BOD}}{\text{ppd BOD}} = \$ 82,500$$

$$\text{SS, cost} = \frac{\$1,001 \times 65 \text{ ppd SS}}{\text{ppd BOD}} = \$ 65,065$$

$$\text{Cost of Purchase} = \$147,565$$

The total cost of the purchase was in the amount of \$147,565.

(b) By way of a May 1, 2001, letter from the Wisconsin Department of Natural Resources (DNR), the Commission was informed that the Commission's request for re-rating of Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS) capacity was approved (see the

Seventh Amendment to the Intergovernmental Agreement).

The BOD loading capacity was increased from 2,620 pounds per day (ppd) to 3,205 ppd.

The TSS loading capacity was increased from 2,325 ppd to 2,843 ppd.

As a consequence of the re-rating increase in BOD and TSS, Table 2., (below) set forth (from May 1, 2001) the Customer owned capacities based on the then ownership percentages.

Table 2.

Entity	Average Flow (gpd)	BOD (ppd)		SS (ppd)	
	(No Change)	Before May 1, 2001	After May 1, 2001	Before May 1, 2001	After May 1, 2001
Fontana	1,100,000 (65%)	1,030 (39%)	1,260 (39%)	955 (41%)	1,168 (41%)
Walworth	250,000 (15%)	420 (16%)	514 (16%)	495 (21%)	605 (21%)
Kikkoman	350,000 (20%)	1,170 (45%)	1,431 (45%)	875 (38%)	1,070 (38%)
Totals:	1,700,000 (100%)	2,620 (100%)	3,205 (100%)	2,325 (100%)	2,843 (100%)

(c) In 2004, the Consulting Engineer determined that Kikkoman was required to purchase excess capacity for TSS needs. It was agreed by the Commission, Walworth, Fontana and Kikkoman Foods, Inc., that the Village of Fontana would be the sole seller of the excess capacity. The valuation date for the proposed purchase was September 14, 2004. The Consulting Engineer determined that Kikkoman Foods, Inc., had exceeded 95% of its monthly average design capacity for the TSS parameter (see the Ninth Amendment to the Intergovernmental Agreement).

The unit cost of purchase for all parameters as of September 14, 2004 was determined to be:

$$\text{Flow, gpd} = \frac{\$18,671,898 \times 0.22}{1,700 (1,000 \text{ gpd})} = \$2,416/1,000 \text{ gpd}$$

$$\text{BOD, ppd} = \frac{\$18,671,898 \times 0.49}{3,205 \text{ ppd}} = \$2,855/\text{ppd of BOD}$$

$$\text{TSS, ppd} = \frac{\$18,671,898 \times 0.29}{2,843 \text{ ppd}} = \$1,905/\text{ppd of TSS}$$

The Consulting Engineer recommended that Kikkoman Foods, Inc., purchase an additional 500 ppd TSS capacity over Kikkoman Foods, Inc.'s, currently owned capacity.

The Consulting Engineer determined that Kikkoman Foods, Inc.'s, TSS capacity currently owned was 1,070 ppd TSS, and after adding the 500 ppd TSS capacity to be purchased, the new capacity owned by Kikkoman Foods, Inc., was 1,570 ppd TSS.

The Consulting Engineer determined Fontana's TSS capacity currently owned was 1,168 ppd TSS and after reducing said amount by the 500 ppd TSS capacity sold, the new capacity owned by Fontana was 668 ppd TSS.

The cost of purchase was determined as follows:

$$\text{TSS, cost} = \frac{\$1,905 \times 500 \text{ ppd TSS}}{\text{ppd BOD}} = \$952,500$$

$$\text{Total Cost of Purchase} = \$952,500$$

Kikkoman Foods, Inc., purchased the additional 500 ppd TSS capacity within 90 days of September 14, 2004.

As a result of the purchase by Kikkoman Foods, Inc., from Fontana of the additional 500 ppd TSS capacity, Table 3., (below) sets forth the current customer owned plant capacity allocations based on the now current ownership percentages:

Table 3.

Entity	Average Flow (gpd)		BOD (ppd)		TSS (ppd)	
	Before September 14, 2004	After September 14, 2004	Before September 14, 2004	After September 14, 2004	Before September 14, 2004	After September 14, 2004
Fontana	1,100,000 (65%)	1,100,000 (64.7%)	1,260 (39%)	1,260 (39.3%)	1,168 (41%)	668 (23.5%)
Walworth	250,000 (15%)	250,000 (14.7%)	514 (16%)	514 (16.0%)	605 (21%)	605 (21.3%)
Kikkoman	350,000 (20%)	350,000 (20.6%)	1,431 (45%)	1,431 (44.7%)	1,070 (38%)	1,570 (55.2%)
Totals:	1,700,000 (100%)	1,700,000 (100%)	3,205 (100%)	3,205 (100%)	2,843 (100%)	2,843 (100%)

Effective September 14, 2004, the current overall ownership percentages were as set forth below.

<u>Customer</u>	<u>Overall Ownership Percentage</u>
Fontana	40.3%
Walworth	17.3%
Kikkoman	42.4%

(d) In 2009, the Consulting Engineer determined that Fontana was required to purchase excess capacity for TSS needs. It was agreed by the Commission, Walworth, Fontana and Kikkoman Foods, Inc., that Kikkoman Foods, Inc., would be the sole seller of the excess capacity. The valuation date for the proposed purchase was May 12, 2009. The Consulting Engineer determined that Fontana had exceeded 95% of its monthly average design capacity for the TSS parameter (see the Eleventh Amendment to the Intergovernmental Agreement).

The unit cost of purchase for all parameters as of May 12, 2009 was determined to be:

$$\text{Flow, gpd} = \frac{\$24,937,405 \times 0.22}{1,700 (1,000 \text{ gpd})} = \$3,227/1,000 \text{ gpd}$$

$$\text{BOD, ppd} = \frac{\$24,937,405 \times 0.49}{3,205 \text{ ppd}} = \$3,813/\text{ppd of BOD}$$

$$\text{TSS, ppd} = \frac{\$24,937,405 \times 0.29}{2,843 \text{ ppd}} = \$2,544/\text{ppd of TSS}$$

The Consulting Engineer recommended that Fontana purchase an additional 218 ppd TSS capacity over Fontana's currently owned capacity.

The Consulting Engineer determined that Fontana's TSS capacity currently owned was 668 ppd TSS, and after adding the 218 ppd TSS capacity to be purchased, the new capacity owned by Fontana was 886 ppd TSS.

The Consulting Engineer determined Kikkoman Foods, Inc., TSS capacity currently owned was 1,570 ppd TSS and after reducing said amount by the 218 ppd TSS capacity sold, the new capacity owned by Kikkoman Foods, INC., was 1,352 ppd TSS.

The cost of purchase was determined as follows:

$$\text{TSS, cost} = \frac{\$2,544 \times 218 \text{ ppd TSS}}{\text{ppd BOD}} = \$554,592$$

$$\text{Total Cost of Purchase} = \$554,592$$

Fontana purchased the additional 218 ppd TSS capacity within 90 days of May 12, 2009.

As a result of the purchase by Fontana from Kikkoman Foods, Inc., of the additional 218 ppd TSS capacity, Table 4., (below) sets forth the current customer owned plant capacity allocations based on the now current ownership percentages:

Table 4.

Entity	Average Flow (gpd)		BOD (ppd)		TSS (ppd)	
	Before May 12, 2009	After May 12, 2009	Before May 12, 2009	After May 12, 2009	Before May 12, 2009	After May 12, 2009
Fontana	1,100,000 (65%)	1,100,000 (64.70%)	1,260 (39%)	1,260 (39.31%)	668 (24%)	886 (31.16%)
Walworth	250,000 (15%)	250,000 (14.71%)	514 (16%)	514 (16.04%)	605 (21%)	605 (21.28%)
Kikkoman	350,000 (20%)	350,000 (20.59%)	1,431 (45%)	1,431 (44.65%)	1,570 (55%)	1,352 (47.56%)
Totals:	1,700,000 (100%)	1,700,000 (100%)	3,205 (100%)	3,205 (100%)	2,843 (100%)	2,843 (100%)

Effective May 12, 2009, the current overall ownership percentages were as set forth below.

<u>Customer</u>	<u>Overall Ownership Percentage</u>
Fontana	42.5%
Walworth	17.3%
Kikkoman	40.2%

(e) The Commission began a project in 1996 to add chemical phosphorus removal facilities and additional biosolids storage necessitated by new state regulations. Additionally, several original equipment items were replaced as part of this project. The total project cost was \$1,832,061.72. The Commission paid \$91,000.00 out of the replacement fund. The balance of \$1,741,061.72 was paid by the three (3) customers based upon the then ownership percentages of:

<u>Customer</u>	<u>Overall Ownership</u>	<u>Project Cost Allocation</u>
Fontana	45.3%	\$788,700.96
Walworth	17.3%	\$301,203.68
Kikkoman	37.4%	\$651,157.08
Total	100.0%	\$1,741,061.72

(f) The Commission began a project late in 2003 to replace the existing seventeen (17) year old mechanical bar screen. The project also included replacement and repair of other items. The total project cost was \$255,381.58. The Commission paid \$200,000.00 out of the replacement fund. The balance of \$55,381.58 was paid by the three (3) customers based upon the then current ownership percentages of:

<u>Customer</u>	<u>Overall Ownership</u>	<u>Project Cost Allocation</u>
Fontana	40.3%	\$22,318.78
Walworth	17.3%	\$ 9,581.01
Kikkoman	42.4%	\$23,481.79
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Total	100.0%	\$55,381.58

(g) The Commission approved a Plant Improvement Project that occurred from 2009 to early 2012. The total project costs was \$5,928,316.16 and was completed on 17 February 2012. Not including federal grant monies received from the Federal American Recovery and Reinvestment Act (ARRA), the three (3) customers paid the following amounts toward the construction project which include the construction contract and construction phase engineering.

Fontana:	64.10%	\$3,800,050.66
Walworth:	31.64%	\$1,875,719.26
Kikkoman:	4.26%	\$252,546.24

As a result of the monies contributed by each customer toward the Plant Improvement Project, Table 5., (below) sets forth the current customer owned plant capacity allocations based on the now current ownership percentages (see the Thirteenth Amendment to the Intergovernmental Agreement):

Table 5.

Entity	Average Flow (gpd)		BOD (ppd)		TSS (ppd)	
	Before July 12, 2011	After July 12, 2011	Before July 12, 2011	After July 12, 2011	Before July 12, 2011	After July 12, 2011
Fontana	1,100,000 (65%)	1,800,000 (64.70%)	1,260 (39%)	1,866 (39.31%)	886 (24%)	2,318 (31.16%)
Walworth	250,000 (15%)	490,000 (14.71%)	514 (16%)	974 (16.04%)	605 (21%)	1,173 (21.28%)
Kikkoman	350,000 (20%)	350,000 (20.59%)	1,431 (45%)	1,431 (44.65%)	1,352 (55%)	1,570 (47.56%)
Totals:	1,700,000 (100%)	2,640,000 (100%)	3,205 (100%)	4,271 (100%)	2,843 (100%)	5,061 (100%)

Effective 17 February 2012, the current overall ownership percentages were as set forth below.

<u>Customer</u>	<u>Overall Ownership Percentage</u>
Fontana	49.7%
Walworth	22.0%
Kikkoman	28.3%

(h) Each Contracting Municipality and Kikkoman Foods, Inc., shall purchase, and have for their use through Capital Charges, the above Wastewater treatment capacities, subject to the right of another Contracting Municipality or Kikkoman Foods, Inc., to purchase excess capacity, as more particularly set forth in Section 5.07 of this Agreement.

(i) When the Wastewater Treatment Facility first became fully operational on August 26, 1986, charges were paid by the Contracting Municipalities and Kikkoman Foods, Inc., to the Commission, after Commission approval, within ten (10) days of receipt of invoices from the Commission relating to the Project costs. The Contracting Municipalities approved and were signatories to all construction contracts and accepted all bids in the name of the Contracting Municipalities and the

Commission. To the extent that the construction contracts and bids were accepted, authority was granted by the Contracting Municipalities to their respective treasurers and clerks to make and honor Project cost invoices received and to issue any and all checks or other forms of payment with regard to said invoices without further approval from the respective Governing Bodies of the Contracting Municipalities. The Consulting Engineer was instructed by the Contracting Municipalities, and agreed, to supply completion reports at each stage of construction, with related invoices, to the respective treasurers and clerks. Upon approval by the Commission and receipt of the completion reports with the invoices, the treasurers and clerks were authorized to proceed as set forth above.

The total Project construction costs included construction contracts, construction engineering, land purchase, easements (including all condemnation costs and expenses relating to said easements), expenses related to title insurance with regard to real property, legal fees, and contingencies. Said costs were paid by the Contracting Municipalities, Kikkoman Foods, Inc., and the DNR Wisconsin Fund Step 3 Construction Grant. A policy of title insurance was obtained to insure ownership in all real property and easements related to the Project.

Prior to and when the Wastewater Treatment Facility first became fully operational on August 26, 1986, the Contracting Municipalities' portion of the costs was the total Project construction costs less the DNR Step 3 Grant, less Kikkoman Foods, Inc.'s, portion of the Project construction costs. The division of payment of said costs between the Contracting Municipalities was as follows:

Fontana shall pay 77.9%
Walworth shall pay 22.1%

Kikkoman Foods, Inc.'s, payment for the total Project construction costs was 18.0% of the total Project construction costs. This percentage was based upon the total of the parallel cost estimate - \$1,010,000/5,609,000.

SIXTH: Section 8.01(a) is hereby amended to read as follows:

Section 8.01. Termination of Commission.

(a) The Commission may be terminated at any

time after twenty (20) years from the effective date of this Agreement upon the approval of the Governing Bodies of all Contracting Municipalities and compliance with Section 8.03 of this ARTICLE; provided that the Commission shall not be terminated (1) if such termination would violate any EPA grant award, and (2) unless all of its outstanding indebtedness shall have been paid in full or funds shall have been irrevocably set aside in an amount sufficient to pay such indebtedness in full, along with all interest accruing thereon and any other charges related thereto. Upon such termination, title to all assets shall remain in the Contracting Municipalities as tenants-in-common, each having an undivided interest in such assets in such proportion as its share of the Capital Charge, as computed and paid to the Commission pursuant to Section 5.04 hereof, bears to all Capital Charges as computed and paid to the Commission by the Contracting Municipalities and Kikkoman Foods, Inc., including any funds provided by the Contracting Municipalities as a result of a state grant under Ch. NR 128 of the Wisconsin Administrative Code. Kikkoman Foods, Inc.'s, share of all assets shall be in the form of a lien against said assets. The amount of the lien shall be computed in such proportion as its initial share and any subsequent share of the Capital Charges, computed and paid to the Commission pursuant to Section 5.04 hereof, bears to all Capital Charges as computed and paid to the Commission by the Contracting Municipalities and Kikkoman Foods, Inc. For the purposes of this clause, the grant funds received by the Contracting Municipalities shall be considered as Capital Charges paid by the Contracting Municipalities. After all of the Commission's liabilities have been satisfied and a provision has been made for satisfaction of any and all of the Commission's contingent liabilities, all remaining cash and marketable securities, if any, of the Commission shall be paid and distributed to all Contracting Municipalities and Kikkoman Foods, Inc., or their successors or assigns, in shares equal to their proportionate share of assets described above.

The asset distribution relative to the 156.9 acres of the Lundstrom Property acquired on January 1, 1994, shall be as stated in Section 2.04 (d) (1), Section 8.01 (b) and Amended Exhibit "G" of this Agreement.

The asset distribution relative to the .62 acres of the Rambow Property acquired on October 29, 2007, shall be as stated in Section 2.04 (d) (2), Section

8.01 (c) and Amended Exhibit "G" of this Agreement.

The exact percentages, based upon the above formulas, with regard to the Contracting Municipalities and Kikkoman Foods, Inc.'s, share of the assets shall be as set forth in Amended Exhibit "G", attached hereto and incorporated herein by reference as if set forth at length herein.

Amended Exhibit "G" was amended by the Fifth Amendment to the Intergovernmental Agreement because of the purchase of the Lundstrom Real Property of 156.9 acres, acquired on January 4, 1994.

Amended Exhibit "G" was amended by the Sixth Amendment to the Intergovernmental Agreement to reflect the purchase of excess capacity by Walworth from Fontana, with a valuation date of March 8, 1994.

Amended Exhibit "G" was amended by the Ninth Amendment to the Intergovernmental Agreement to reflect the purchase of excess capacity by Kikkoman Foods, Inc., from Fontana, with a valuation date of September 14, 2004.

Amended Exhibit "G" was amended by the Tenth Amendment to the Intergovernmental Agreement because of the purchase of the Rambow Real Property of .62 acres, acquired on October 29, 2007.

Amended Exhibit "G" was amended by the Eleventh Amendment to the Intergovernmental Agreement to reflect the purchase of excess capacity by Fontana from Kikkoman Foods, Inc., with a valuation date of May 12, 2009.

Amended Exhibit "G" is now further amended by the Thirteenth Amendment to the Intergovernmental Agreement to reflect the Plant Improvement Project that was constructed from 2009 to early 2012, with a valuation date of February 17, 2012.

The specifics of the purchases of the excess capacity and the end results as to Customer owned capacities is found at Section 5.04 of this Agreement.

Amended Exhibit "G" was amended by the Eleventh Amendment to the Intergovernmental Agreement to read that upon termination of the Commission, the parties will receive the following asset percentages (exclusive of the

Lundstrom Property purchase, which is explained in Section 8.01 (b) below and exclusive of the Rambow Property purchase, which is explained in Section 8.01 (c) below):

<u>Customer</u>	<u>Asset Percentage</u>
Fontana	59.5%
Walworth	19.6%
Kikkoman	20.9%

Amended Exhibit "G" was amended by the Thirteenth Amendment to the Intergovernmental Agreement to read that upon termination of the Commission, the parties will receive the following asset percentages (exclusive of the Lundstrom Property purchase, which is explained in Section 8.01 (b) below and exclusive of the Rambow Property purchase, which is explained in Section 8.01 (c) below):

<u>Customer</u>	<u>Asset Percentage</u>
Fontana	59.37%
Walworth	24.55%
Kikkoman	16.08%

SEVENTH: Exhibit "G" is hereby amended to read as follows:

EXHIBIT "G" AS AMENDED BY THE THIRTEENTH AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT

I.

Pursuant to the provisions of Sections 2.04 (d) 5.04 and 8.01 (a) of this Agreement, and the formulas set forth therein and as computed by the Commission's Consulting Engineer, the following percentages apply and shall represent the Contracting Municipalities' and Kikkoman Foods, Inc.'s share of the assets upon termination of the Commission (exclusive of the Lundstrom Property which is described in Section II and exclusive of the Rambow Property which is described in Section III).

<u>Customer</u>	<u>Asset Distribution Percentage</u>
Fontana	59.37%
Walworth	24.55%
Kikkoman	16.08%

II.

Pursuant to the provisions of Sections 2.04(d) (1) and 8.01 (b) of this Agreement, and the formulas set forth therein and as computed by the Commission's Consulting Engineer, the following percentages regarding the Lundstrom Real Property of 156.9 acres purchased on January 1, 1994, shall represent the Contracting Municipalities' and Kikkoman Foods, Inc.'s share of the assets upon termination of the Commission. The asset distribution represents each party's respective contribution toward the purchase of the Lundstrom Property.

<u>Customer</u>	<u>Asset Distribution Percentage</u>
Fontana	47.2%
Walworth	15.4%
Kikkoman	37.4%

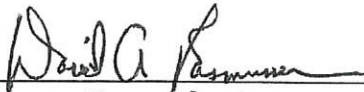
III.

Pursuant to the provisions of Sections 2.04 (d) (2) and 8.01 (c) of this Agreement, and the formulas set forth therein and as computed by the Commission's Consulting Engineer, the following percentages regarding the Rambow Real Property of .62 acres purchased on October 29, 2007, shall represent the Contracting Municipalities' and Kikkoman Foods, Inc.'s share of the assets upon termination of the Commission. The asset distribution represents each party's respective contribution toward the purchase of the Rambow Property.

<u>Customer</u>	<u>Asset Distribution Percentage</u>
Fontana	40.3%
Walworth	17.3%
Kikkoman	42.4%

IN WITNESS WHEREOF, the Village of Walworth has caused this Thirteenth Amendment to the Intergovernmental Agreement to be duly executed by its respective officers on the 13 day of August, 2012.


VILLAGE OF WALWORTH, WISCONSIN

By: 
President

By: 
Clerk

IN WITNESS WHEREOF, the Village of Fontana-on-Geneva Lake has caused this Thirteen Amendment to the Intergovernmental Agreement to be duly executed by its respective officers on the 6th day of August, 2012.

VILLAGE OF FONTANA-ON-GENEVA LAKE,
WISCONSIN

By: 
President

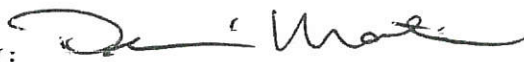
By: 
Clerk

EXHIBIT "G" AS AMENDED BY THE THIRTEENTH AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT

I.

Pursuant to the provisions of Sections 2.04 (d), 5.04 and 8.01 (a) of this Agreement, and the formulas set forth therein and as computed by the Commission's Consulting Engineer, the following percentages apply and shall represent the Contracting Municipalities' and Kikkoman Foods, Inc.'s share of the assets upon termination of the Commission (exclusive of the Lundstrom Property which is described in Section II below and exclusive of the Rambow Property which is described in Section III below).

<u>Customer</u>	<u>Asset Distribution Percentage</u>
Fontana	59.37%
Walworth	24.55%
Kikkoman	16.08%

II.

Pursuant to the provisions of Sections 2.04 (d) (1) and 8.01 (b) of this Agreement, and the formulas set forth therein and as computed by the Commission's Consulting Engineer, the following percentages regarding the Lundstrom Real Property of 156.9 acres purchased on January 1, 1994, shall represent the Contracting Municipalities' and Kikkoman Foods, Inc.'s share of the assets upon termination of the Commission. The asset distribution represents each party's respective contribution toward the purchase of the Lundstrom Property.

<u>Customer</u>	<u>Asset Distribution Percentage</u>
Fontana	47.2%
Walworth	15.4%
Kikkoman	37.4%

III.

Pursuant to the provisions of Sections 2.04 (d) (2) and 8.01 (c) of this Agreement, and the formulas set forth therein and as computed by the Commission's Consulting Engineer, the following percentages regarding the Rambow Real Property of .62 acres purchased on October 29, 2007, shall represent the Contracting Municipalities' and Kikkoman Foods, Inc.'s share of the assets upon termination of the Commission. The asset distribution represents each party's respective contribution toward the purchase of the Rambow Property.

<u>Customer</u>	<u>Asset Distribution Percentage</u>
Fontana	40.3%
Walworth	17.3%
Kikkoman	42.4%