

**FIRST AMENDMENT TO AGREEMENT FOR WASTEWATER TRANSMISSION  
CHARGES AND CONVEYANCE OF INTERCEPTOR SEWERS**

This First Amendment To Agreement For Wastewater Transmission Charges and Conveyance of Interceptor Sewers is entered into and effective as of the 1<sup>st</sup> day of January, 2013 by the City of Racine, Wisconsin ("City") and the Mt. Pleasant Sewer Utility District No. 1 ("Mt. Pleasant Utility").

**WHEREAS**, the City and Mt. Pleasant Utility are parties to an Agreement for Wastewater Transmission Charges and Conveyance of Interceptor Sewers dated March 1, 1993 ("Interceptor Agreement"), the City having been previously assigned the interest of the Racine Wastewater Utility, the successor wastewater utility to the Racine Water and Wastewater Utility, in the Interceptor Agreement; and

**WHEREAS**, the City and Mt. Pleasant Utility desire to amend the Interceptor Agreement to extend the term thereof and define properties in the City that currently drain sanitary sewerage into the sewer interceptor lines of the Mt. Pleasant Utility as of the date of this assignment.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Mt. Pleasant Utility agree as follows:

**1.** The term of the Interceptor Agreement is hereby extended for a period of twenty (20) additional years commencing on January 1, 2013 and expiring on December 31, 2033. Said extension period of January 1, 2013 through December 31, 2033 is referred to herein as the "Extension Term".

**(a)** After the expiration of the Extension Term on December 31, 2033, the term of the Interceptor Agreement shall be automatically renewed and extended without further action by either party for additional periods of five (5) years each ("Automatic Renewal Term"). The parties agree that the term of the Interceptor Agreement shall not be automatically extended as provided herein if either party gives written notice of termination of the term of the Interceptor Agreement that is effective at the end of the Extension Term or any Automatic Renewal Term. Said written notice of termination shall be given to the other party on or before two (2) years prior to the end of the then existing term.

(b) Any written notice of termination set forth herein shall be mailed by the terminating party via certified mail, return receipt requested to the then current address of the other party.

2. The parties agree that as of January 1, 2013, the properties in the City that drain sanitary sewerage into the Mt. Pleasant Utility's sewer interceptor lines are set forth on Exhibit A attached hereto and incorporated herein. Exhibit A is based upon the actual knowledge of the City of Racine as of January 1, 2013, and the City of Racine makes no representation or warranty as to the accuracy or completeness of Exhibit A. The parties further agree that during the remaining term of this Agreement, the properties in the City that drain sanitary sewerage into the Mt. Pleasant Utility's sewer interceptor lines may change from time to time. The City agrees to provide the Mt. Pleasant Utility with written notice of:

(a) Any additional property in the City, not listed on Exhibit A, that drains sanitary sewerage into Mt. Pleasant Utility's sewer interceptor lines, within thirty (30) days after the City determines that said property drains sanitary sewerage into the Mt. Pleasant Utility's sewer interceptor lines; and

(b) Any property in the City listed on Exhibit A that ceases draining sanitary sewerage into Mt. Pleasant Utility's sewer interceptor lines, within thirty (30) days after the City determines that said property does not drain sanitary sewerage into the Mt. Pleasant Utility's sewer interceptor lines.

3. Except as amended hereby, the Interceptor Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the City and Mt. Pleasant Utility have executed this Agreement as of January 1, 2013.

Approved as to form:

\_\_\_\_\_  
Robert Weber, City Attorney

CITY OF RACINE

By: \_\_\_\_\_  
John Dickert, Mayor

Attest: \_\_\_\_\_  
Janice Johnson-Martin, City Clerk

Date Signed: \_\_\_\_\_

MT. PLEASANT SEWER UTILITY DISTRICT NO. 1

Approved as to form:

\_\_\_\_\_  
Edward Bruner, Attorney for  
Mt. Pleasant Sewer Utility  
District No. 1

By: \_\_\_\_\_  
Richard Anderson, President

By: \_\_\_\_\_  
John Hewitt, Commissioner

By: \_\_\_\_\_  
Dan Taivalkoski, Commissioner

Attest: \_\_\_\_\_  
Robert Pucely, General Manager

Date Signed: \_\_\_\_\_