



Town of Clayton

Fox West Joinder Agreement



**FOX WEST SEWERAGE COMMISSION
JOINDER AGREEMENT**

This Joinder Agreement, entered into this 5 day of FEB, 2020 by and between the Fox West Sewerage Commission, hereinafter referred to as the "Commission", and the Town of Clayton and the Town of Clayton Sanitary District No. 1, Municipal Bodies Corporate, located in Winnebago County, State of Wisconsin, hereinafter referred to as "Clayton".

1. The Parties acknowledge and agree that there is in effect a Fox West Sewerage Commission Ordinance-Contract (Fox West Sewerage Commission being the successor to the Grand Chute-Menasha West Sewerage Commission), the present "contracting parties" being the Town of Grand Chute, the Town of Grand Chute Sanitary District No. 2, the Village of Fox Crossing (d/b/a Fox Crossing Utilities f/k/a the Town of Menasha Utility District f/k/a the Town of Menasha Sanitary District No. 4), the Town of Greenville, and the Town of Greenville Sanitary District.
2. That pursuant to Article II, Section 207, Clayton desires as an eligible municipality, to become an "additional contracting municipality" to the Ordinance-Contract as in existence for the Commission.
3. That attached hereto and incorporated herein by reference is "Exhibit A", a scale map of the Clayton area, requesting, under the terms and conditions of this Contract, to be an additional service area for the Commission.
4. That the Commission and Clayton further understand and agree that upon execution of this Contract by Clayton and acceptance by the Commission, and upon the written consent of all heretofore contracting municipalities, Clayton shall be deemed a party to the existing Ordinance-Contract, to the same extent as an original party thereto, and the Exhibit A property shall be deemed to reflect additional property included in the Commission's Service Region.
5. That pursuant to Article V, Clayton agrees that, as a deemed original Contracting Party, its "Annual Charges" (Section 501), "Payment by Contracting Municipality" (Section 502), "Operating and Maintenance Charges" (Section 503), "Capital Charges" (Section 504), and "Depreciation Charges" (Section 505) shall initially be 2% as defined therein. Further, Clayton agrees that its 2% charge as incorporated herein from the full terms and conditions of the Ordinance-Contract shall be in full force and effect from the date of inception of the Ordinance-Contract, and that any determined payments from date of inception, as determined and computed by the Commission, shall be paid in full by Clayton to the

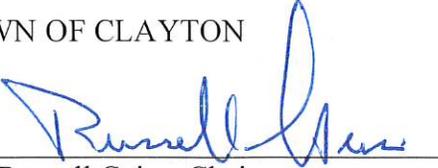
Commission within twenty-five (25) days of invoice. It is understood and agreed that Clayton's percentage will be reallocated in accordance with the Ordinance-Contract when it is an "on-line" user, which shall be defined as the conclusion of the first full fiscal year of the Commission when Clayton's effluent averages .025 MGD. Until Clayton's effluent flows are sufficient to provide reliable meter readings, the Commission may estimate flows by extrapolating water usage or by other recognized industry standard methods. Clayton shall also reimburse the Commission for third-party sampling performed at the site of Clayton's connection points to the Village of Fox Crossing's conveyance system.

6. In addition to the forgoing, Clayton shall buy into the Commission's plant by paying a one-time buy-in charge of One Million Two Hundred Twenty Five Thousand Two Hundred Fifty One and 18/100 (\$1,225,251.18) Dollars within ninety-five (95) days of this Agreement. However, if said one-time buy-in charge is not paid prior to the Commission's 2019 audit cutoff date of December 31, 2019, said buy-in charge may be recalculated in accordance with the same methodology used to calculate the buy-in charge in 2019.
7. Clayton, as a deemed original Contracting Party, shall effectively own a "2 Percent Share" in the capacity of the Fox West Wastewater Treatment Facility. The Wastewater Flows and Loadings to which Clayton shall have rights to (the 2 Percent Share) are set forth in Exhibit B attached hereto.
8. It is the policy of the Commission that exceedances of flows and loadings by any contracting party are paid for in rates as established, from time to time, by the Commission. It is further understood that Clayton may be required to purchase additional capacity when there is a material increase in flows and loadings. A representative of Clayton will be a member of the Commission with voting rights at such time that Clayton's effluent averages ten percent (10%) of the total effluent treated by the plant in a fiscal year.

SIGNATURE PAGES TO FOLLOW

DATED THIS 15TH DAY OF JANUARY, 2020.

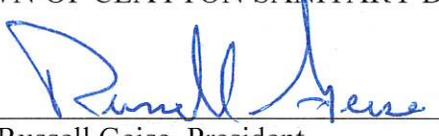
TOWN OF CLAYTON

By: 
Russell Geise, Chair

Attest: 
Holly Stevens, Clerk

DATED THIS 15TH DAY OF JANUARY, 2020

TOWN OF CLAYTON SANITARY DISTRICT NO. 1

By: 
Russell Geise, President

Attest: 
Holly Stevens, Clerk

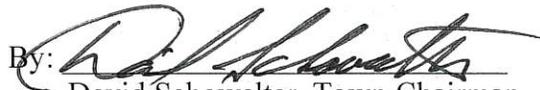
CONSENT AGREEMENT

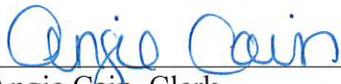
The following parties, as the "contracting municipalities", under the Fox West Sewerage Commission Ordinance-Contract, and pursuant to the terms and conditions of Article II, Section 207, do hereby consent to the Town of Clayton and the Town of Clayton Sanitary District No. 1 becoming an original "contracting municipality", pursuant to the terms and conditions of the attached Joinder Agreement.

Accepted and approved by the Town of Grand Chute Sanitary District No. 2 this 20th day of February, 2020.

Accepted and approved by the Town of Grand Chute this 20th day of February, 2020.

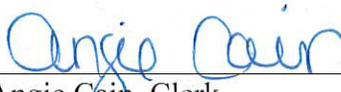
TOWN OF GRAND CHUTE

By: 
David Schowalter, Town Chairman

Attest: 
Angie Cain, Clerk

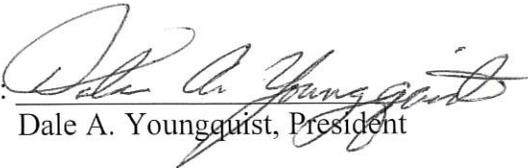
TOWN OF GRAND CHUTE SANITARY DISTRICT NO. 2

By: 
David Schowalter, President

Attest: 
Angie Cain, Clerk

Accepted and approved by the Village of Fox Crossing this 5 day of FEBRUARY, 2020.

VILLAGE OF FOX CROSSING

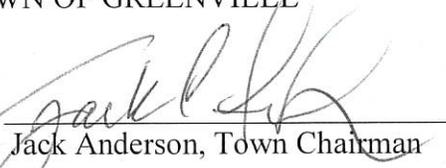
By: 
Dale A. Youngquist, President

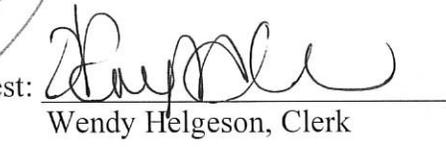
Attest:

By: 
Karen Backman, Village Clerk

Accepted and approved by the Town of Greenville this 10 day of February, 2020.

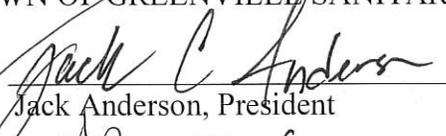
TOWN OF GREENVILLE

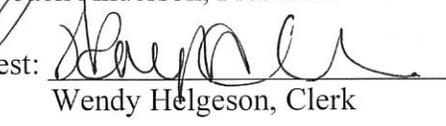
By: 
Jack Anderson, Town Chairman

Attest: 
Wendy Helgeson, Clerk

Accepted and approved by the Greenville Sanitary District this 10 day of February 2020.

TOWN OF GREENVILLE SANITARY DISTRICT

By: 
Jack Anderson, President

Attest: 
Wendy Helgeson, Clerk

The Fox West Sewerage Commission is authorized to enter into this Joinder Agreement pursuant to a vote duly taken and entered into the minutes and records of the Commission on Feb 5, 2020.

FOX WEST SEWERAGE COMMISSION

By: James R Kirk
James Kirk, Superintendent

EXHIBIT A

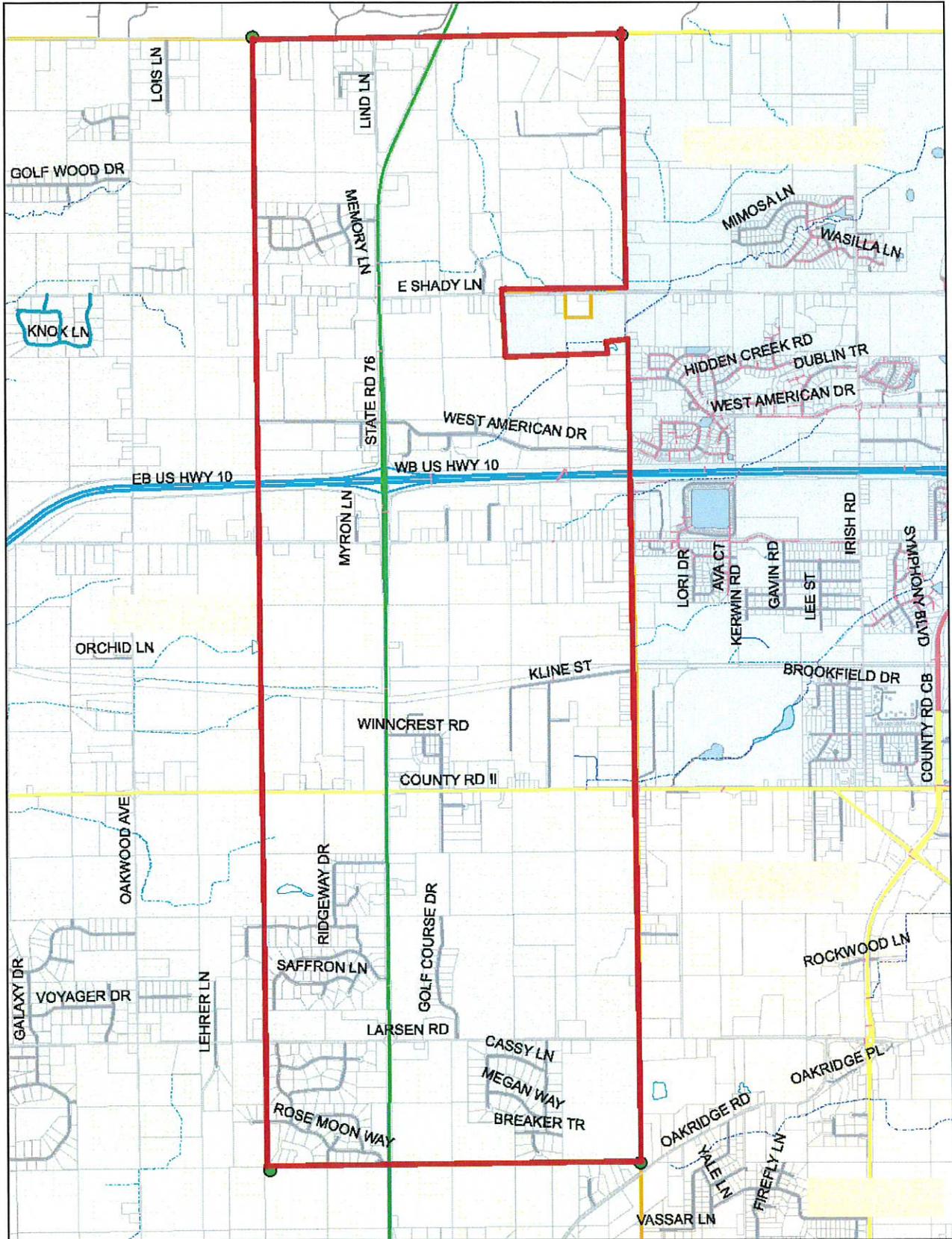


EXHIBIT B

Table #3

WASTEWATER FLOWS & LOADINGS

Proposed Re-Allocation

Year 2030 Maximum Month Design

Grand Chute-Menasha West Wastewater Treatment Facility

Prepared For The Town Of Clayton - Winnebago County, Wisconsin

McM. No. C0023-9-16-00147

March 2016

Parameter	2030		Proposed Re-Allocation	
	Design	Loading	Allocation	Loading
FLOW (mgd)	13.1			
BOD (lbs./day)	15,070			
TSS (lbs./day)	17,153			
P (bs./day)	351			
	Current Design Allocation	Flow & Loading Allocation	% Of GCMW 2030 Design	Proposed 2030 Flow & Loadings *
TOWN OF CLAYTON				
Flow (mgd)			1.2%	0.151
BOD (lbs./day)			2.5%	382
TSS (lbs./day)			2.5%	422
P (bs./day)			4.0%	14
	Current Design Allocation	Flow & Loading Allocation	Design Allocation	Loading Allocation
TOWN OF GRAND CHUTE				
	52%			
Flow (mgd)	50.8%	6.6548	50.4%	6.6024
BOD (lbs./day)	54.0%	8138	53.2%	8017
TSS (lbs./day)	52.0%	4255	51.2%	8782
P (bs./day)	56.0%	197	54.7%	192
TOWN OF MENASHA (WEST)				
	38%			
Flow (mgd)	42.4%	5.5544	42.0%	5.5020
BOD (lbs./day)	35.0%	5275	34.2%	5154
TSS (lbs./day)	36.0%	6175	35.2%	6038
P (bs./day)	30.0%	105	28.7%	101
TOWN OF GREENVILLE				
	10%			
Flow (mgd)	6.8%	0.8908	6.4%	0.8384
BOD (lbs./day)	11.0%	1658	10.2%	1537
TSS (lbs./day)	12.0%	2058	11.2%	1921
P (bs./day)	14.0%	49	12.7%	45

* Town of Clayton proposed Flow and Loadings provided by Dean Zanon, Cedar Corporation; 01/28/2016.

** To calculate the proposed reallocation, one-third (1/3) of the Town of Clayton percentage of GCMW 2030 design is deducted from each Member Community, and the proposed loading allocation was recalculated by multiplying the proposed design allocation by the GCMW wastewater Treatment Facility 2030 Maximum Month Design Flow & Loading.