

CONSOLIDATED KOSHKONONG SANITARY DISTRICT

FIRST ADDENDUM TO

MARCH 22, 2005 OPERATING AGREEMENT

THIS AGREEMENT is made and entered into effective as of the 17th day of November, 2009, by and between the Koshkonong Sanitary District No. 1, Town of Milton, the Koshkonong Sanitary District No. 2, Town of Fulton, the Town of Fulton Sanitary District No. 2, Town of Fulton, the Koshkonong Sanitary District No. 3, Town of Albion and the Koshkonong Sanitary District No. 4, Town of Sumner. Each of the above entities is sometimes known herein as a "Town Sanitary District," or are sometimes collectively known herein as the "Town Sanitary Districts."

WHEREAS, the Town Sanitary Districts have joined together under the Wisconsin intergovernmental cooperation law (Chapter 66.0301, Wis. Stats.) to form the Consolidated Koshkonong Sanitary District ("CKSD").

WHEREAS, the governing body of CKSD has heretofore determined that to adequately meet the needs of the users of the CKSD certain improvements, additions and extensions to sewer systems operated and managed by the CKSD, including rehabilitation of pumping stations A through T, are necessary (the "Project").

WHEREAS, in order to finance the construction of the Project, each of the Town Sanitary Districts intends to issue revenue bond anticipation notes to the Wisconsin Rural Water Construction Loan Commission Program (the "Notes").

WHEREAS, for purposes of financing the Project and to facilitate the authorization of revenue bonds in anticipation of which the Notes will be issued, it is necessary to provide each Town Sanitary District with a legal entitlement to a portion of revenues collected by the CKSD.

WHEREAS, each such respective portion shall be based upon the current, comparative equalized values of the Town Sanitary Districts, and the percentage attributable to each Town Sanitary District shall be as follows:

Koshkonong Sanitary District No. 1, Town of Milton	35.5%
Koshkonong Sanitary District No. 2, Town of Fulton	35.4%
Koshkonong Sanitary District No. 3, Town of Albion	16.2%
Koshkonong Sanitary District No. 4, Town of Sumner	10.3%
Town of Fulton Sanitary District No. 2, Town of Fulton	2.6%

WHEREAS, this Amendment, which has been approved by all of the Town Sanitary Districts, is intended to amend the CKSD Operating Agreement dated on or about March 22, 2005 (the "Operating Agreement").

NOW, THEREFORE, for valid consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged by all parties hereto, the Town Sanitary Districts agree as follows:

1. **Recitals.** The above Recitals are true and correct.
2. **Assignment of Percentages of Revenues.** For financing purposes only, the above mentioned percentages of revenues of the CKSD are hereby respectively assigned to the Town Sanitary Districts.
3. **Binding Effect.** This Agreement shall be binding on each party and its successors and assigns, by consolidation, merger, or otherwise.
4. **Counterparts.** This Agreement may be signed in several counterparts, each of which shall be an original, but all of which together shall constitute the same instrument. Delivery of a signed counterpart by facsimile transmission shall be effective as delivery of a manually signed counterpart of this Agreement.
5. **Notices.** All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given at the earlier of the date when actually delivered to a party or to an officer of a party, when deposited in the United States mail, in certified or registered form, postage prepaid, return receipt requested, or by facsimile transmission, and addressed as follows, unless and until each of such parties notifies the others of a change of address:

Consolidated Koshkonong Sanitary District

328 East Ellendale Road
Edgerton, Wisconsin 53534
608.868.7191 (ph)
608.884.6447 (ph)
608.868.5325 (f)
Email: lcksd@centurytel.net

Koshkonong Sanitary District No. 1, Town of Milton

23 First Street
P.O. Box 447
Milton, Wisconsin 53563
608.868.2465 (ph)
608.868.6642 (f)
Email: townofmilton@charter.net

Koshkonong Sanitary District No. 2, Town of Fulton

2738 West Fulton Center Drive
Edgerton, Wisconsin 53534
608.868.4103 (ph)
608.868.4104 (f)
Email: fultonclerk@townoffulton.com

Koshkonong Sanitary District No. 3, Town of Albion

624 Albion Road

Edgerton, Wisconsin 53534

608.884.8974 (ph)

608.884.2130 (f)

Email: albion@milwpc.com

Koshkonong Sanitary District No. 4, Town of Sumner

N1525 Church Street

Edgerton, Wisconsin 53534

608.884.7925 (ph)

608.884.7925 (f)

Email: townsumner@compufort.com

Town of Fulton Sanitary District No. 2

2738 W. Fulton Center Drive

Edgerton, Wisconsin 53534

608.868.4103 (ph)

608.868.4104 (f)

Email: fultonclerk@townoffulton.com

6. **Further Assurances.** From time to time, and without further consideration, the Commissioners, the various Town Sanitary Districts, and their Commissioners, at their expense, will execute and deliver such further instruments and take such further actions as the CKSD may reasonably require to effectuate the intent of this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, this Agreement shall become effective as of the date first set forth above.

Koshkonong Sanitary District No. 1, Town of Milton:

By: _____
Name: Bryan Meyer
Its President

By: _____
Name: Sandy Kunkel
Its Secretary

Date: _____

Koshkonong Sanitary District No. 3, Town of Albion:

By: _____
Name: Roger Olson
Its President

By: _____
Name: Julie Hanewall
Its Secretary

Date: _____

Koshkonong Sanitary District No. 2, Town of Fulton:

By: _____
Name: Evan Sayre
Its President

By: _____
Name: Connie Zimmerman
Its Secretary

Date: _____

Koshkonong Sanitary District No. 4, Town of Sumner:

By: _____
Name: John Dohner
Its President

By: _____
Name: Barbara McGann
Its Secretary

Date: _____

Town of Fulton Sanitary District No. 2:

By: _____
Name: Evan Sayre
Its President

By: _____
Name: Connie Zimmerman
Its Secretary

Date: _____