

**AGENDA
GREEN BAY METROPOLITAN SEWERAGE DISTRICT
COMMISSION MEETING**

December 3, 2025

**Hybrid meeting held both via Zoom Videoconference and in the
Daniel J. Alesch Training Center, 2231 N. Quincy Street**

***(If a member of the public or a customer would like to participate in the meeting via Zoom,
please contact NEW Water at 920-432-4893 for access to the videoconference)***

8:30 a.m.

Vision: Protecting our most valuable resource, water

- 1) Safety moment. (N. Qualls)
- 2) Budget Hearing. (B. Clausen)
[Click Here: Presentation](#)
- 3) Budget Adoption. (N. Qualls)
[Click Here: Memo](#)
[Click Here: Attachment](#)
[Click Here: Attachment](#)
- 4) Adopt Service Appreciation Resolution for Commission President Kathryn Hasselblad. (N. Qualls)
[Click Here: Resolution](#)
- 5) Introduction of New Employee, Nate Boutross. (J. Becken)
- 6) Approval of minutes of the Commission meeting held September 24, 2025. (N. Qualls)
- 7) Request Commission approval of the Resolution Authorizing the Issuance and Sale of up to \$23,491,266 General Obligation Sewerage System Promissory, Series 2025C and Providing for Other Details and Covenants with Respect Thereto. (C. Mueller)
[Click Here: Memo](#)
[Click Here: Authorizing Resolution](#)
[Click Here: General Obligation Promissory Notes](#)
[Click Here: Closing Certificate](#)
[Click Here: No Arbitrage Certificate](#)
[Click Here: Tax Form 8038-G](#)
[Click Here: FAA Cover Letter](#)
[Click Here: Financial Assistance Agreement](#)

- 8) Request Commission approval to enter into an agreement with Brown and Caldwell to provide design, bidding, and engineering services during the construction for the Hot Oil Economizer Replacement Project. (B. Brown)
[Click Here: Memo](#)
[Click Here: Attachment](#)
- 9) Request Commission approval of Work Change Directives 42 and 43 for the Green Bay Facility North Plan Clarifier Rehabilitation Project #18-020-CO. (B. Brown)
[Click Here: Memo](#)
[Click Here: Attachment](#)
[Click Here: Attachment](#)
- 10) Sewer Plan Approvals: (L. Sarau)
[Click Here: Memo](#)
 - a) Village of Howard, Project #26003, GBMSD Request #2025-31.
[Click Here: Village of Howard Map](#)
[Click Here: NEW Water Map](#)
 - b) City of Green Bay, Project #8745, GBMSD Request #2025-32.
[Click Here: City of Green Bay Map](#)
[Click Here: NEW Water Map](#)
- 11) Convene in closed session under State Statute 19.85 (1)(c) for the purpose of considering the employment of a public employee, under 19.85(1)(e) for the purpose of deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session and State Statute 19.85 (1)(g) for the purpose of conferring with legal counsel for the Commission who is rendering oral or written advice concerning strategy to be adopted by the Commission with respect to litigation in which it is or is likely to become involved:
 - a) Potential litigation resulting from environmental testing by a significant industrial user.
 - b) Potential transfer of certain interceptor segments pursuant to Section 5.05 of the Sewer Use Ordinance to a municipality.
 - c) Employment of a public employee.
 - d) Discrimination complaint filed by former employee.
- 12) Reconvene in open session.
- 13) Update of projects:
 - a) East River Interceptor Renewal Project. (M. McGuire)
[Click Here: Report](#)
 - b) GBF Thickening Improvements Project. (T. Biese)
[Click Here: Report](#)
 - c) DPF Pumping and Headworks Project. (T. Biese)
[Click Here: Report](#)
 - d) GBF North Plant Clarifier Rehabilitation Project. (B. Brown)
[Click Here: Report](#)
 - e) GBF Administration Building AHU Project. (B. Brown)
[Click Here: Report](#)


- 14) October 2025 Financials. (C. Mueller)
[Click Here: Memo](#)
[Click Here: Income Statement](#)
[Click Here: Income Statement Legends](#)
[Click Here: Statement of Net Position](#)
[Click Here: Statement of Net Position Legends](#)
- 15) October 2025 Operations Report. (P. Wescott)
[Click Here: Memo](#)
[Click Here: Effluent Report – Green Bay Facility](#)
[Click Here: Graph of Effluent Report](#)
[Click Here: Effluent Report –De Pere Facility](#)
[Click Here: Graph of Effluent Report](#)
[Click Here: R2E2 Energy Report](#)
[Click Here: R2E2 Energy Graph](#)
- 16) Executive Director's report: (N. Qualls)
[Click Here: Memo](#)
a) January Commission Meeting.
b) December Commission Meeting.
c) Nominating Commission President and Secretary for Election at the January 2026 Meeting.
d) Disclosure of Related Party Transactions Form.
[Click Here: Memo](#)
e) Americans with Disabilities Act (ADA) Compliance Update.
f) Pretreatment Program Audit.
g) Promoting Water & Careers.
h) Project Demonstration.
i) FVTC Board Appointment.
j) Brown County Household Hazardous Waste Information Update.
k) Promotion of Bob Brown from Staff Engineer to Engineering Services Manager.
l) Promotion of Riley Taube from Operator II to Operator III.



Commission

2026 Budget

December 3, 2025



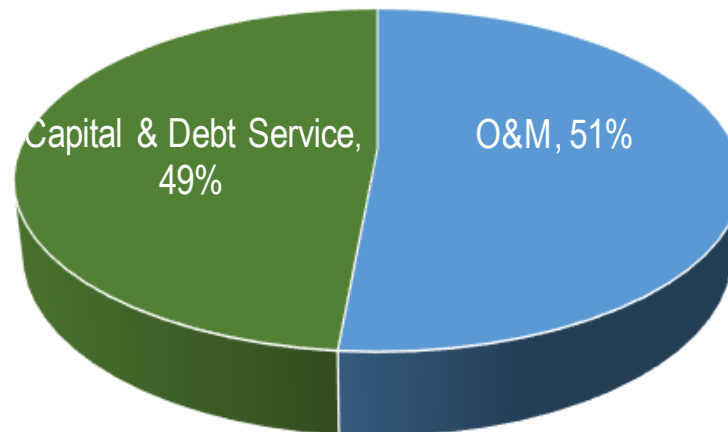
Changes to 2026 Budget from October 23, 2025 Presentation

Total Net decrease (\$99K)

- Net decreases in O&M expenses of (\$77K)
- Net decrease in Debt Service of (\$22K)

2026 Proposed Expenses

Budget Category	2025 Budget	2026 Budget	% Change
Operations & Maintenance (O&M)	\$ 28,811,808	\$ 29,622,802	2.8%
Debt Service and Annual Capital	\$ 24,777,184	\$ 27,958,990	12.8%
Total Expenses	\$ 53,588,992	\$ 57,581,792	7.5%



2026 Revenue

Budget Categories	2025 Budget	2026 Budget	% Change
Municipal User Fees	\$ 45,970,269	\$ 48,995,574	6.6%
Mill User Fees and Direct Charges	\$ 2,963,050	\$ 3,060,228	3.3%
Mill Capital Charges	\$ 2,112,463	\$ 2,417,903	14.5%
Other Revenues	\$ 1,324,346	\$ 1,287,017	-2.8%
ICR and Debt Reserve Transfers	\$ 1,218,864	\$ 1,221,069	0.2%
Contribution (TO)/FROM Capital Reserve	\$ -	\$ 600,000	0.0%
Total Revenues	\$ 53,588,992	\$ 57,581,792	7.5%

Municipal User Fees are 85% of Total Revenues

Municipal Rate Comparison

Capital Charge included in Parameter Rate (Fully loaded rates)			
Parameter	2025 Budget	2026 Budget	% Change
Volume (1,000 gals)	\$ 1.29313	\$ 1.44635	11.8%
Biochemical Oxygen Demand (lbs)	\$ 0.58524	\$ 0.61064	4.3%
Suspended Solids (lbs)	\$ 0.60936	\$ 0.61737	1.3%
Phosphorus (lbs)	\$ 2.69000	\$ 2.93279	9.0%
Total Kjeldahl Nitrogen (lbs)	\$ 1.07094	\$ 1.13171	5.7%

Capital Charge NOT included in Parameter Rate (Billed rates)			
Parameter	2025 Budget	2026 Budget	% Change
Volume (1,000 gals)	\$ 0.72877	\$ 0.79624	9.3%
Biochemical Oxygen Demand (lbs)	\$ 0.30578	\$ 0.30662	0.3%
Suspended Solids (lbs)	\$ 0.32944	\$ 0.32105	-2.5%
Phosphorus (lbs)	\$ 1.34133	\$ 1.41383	5.4%
Total Kjeldahl Nitrogen (lbs)	\$ 0.51682	\$ 0.52316	1.2%

Capital Charge	\$ 21,292,745	\$ 23,566,907	10.68%
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2026 DRAFT Budget Summary

2026 DRAFT Budget compared to 2025 Budget	Percentage
TOTAL Expenses increased	7.5% *
Capital Expenses increased	12.8%
O&M Expenses increased	2.8%
Municipal User Fees increased	6.6%
Note: A portion of the Interceptor Debt Service was offset through the use of ICR Reserves	
*\$600k use of Plant Capital Replacement Reserves to stabilize rates between 5.5%-7%	

NEW Water Cost for a Typical Household

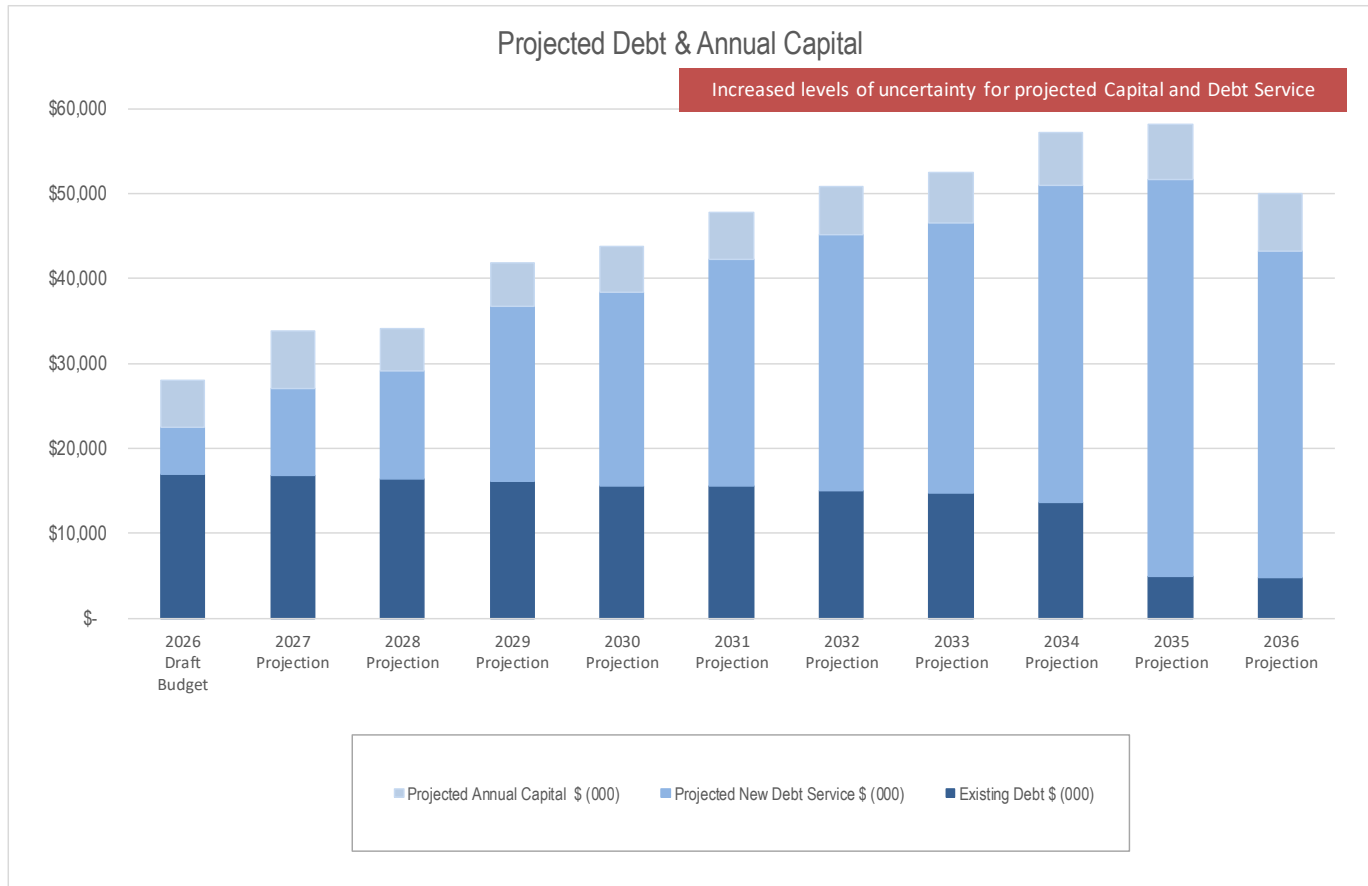


For the 2026 budget, a typical household will pay **about \$28 per month** for NEW Water services*

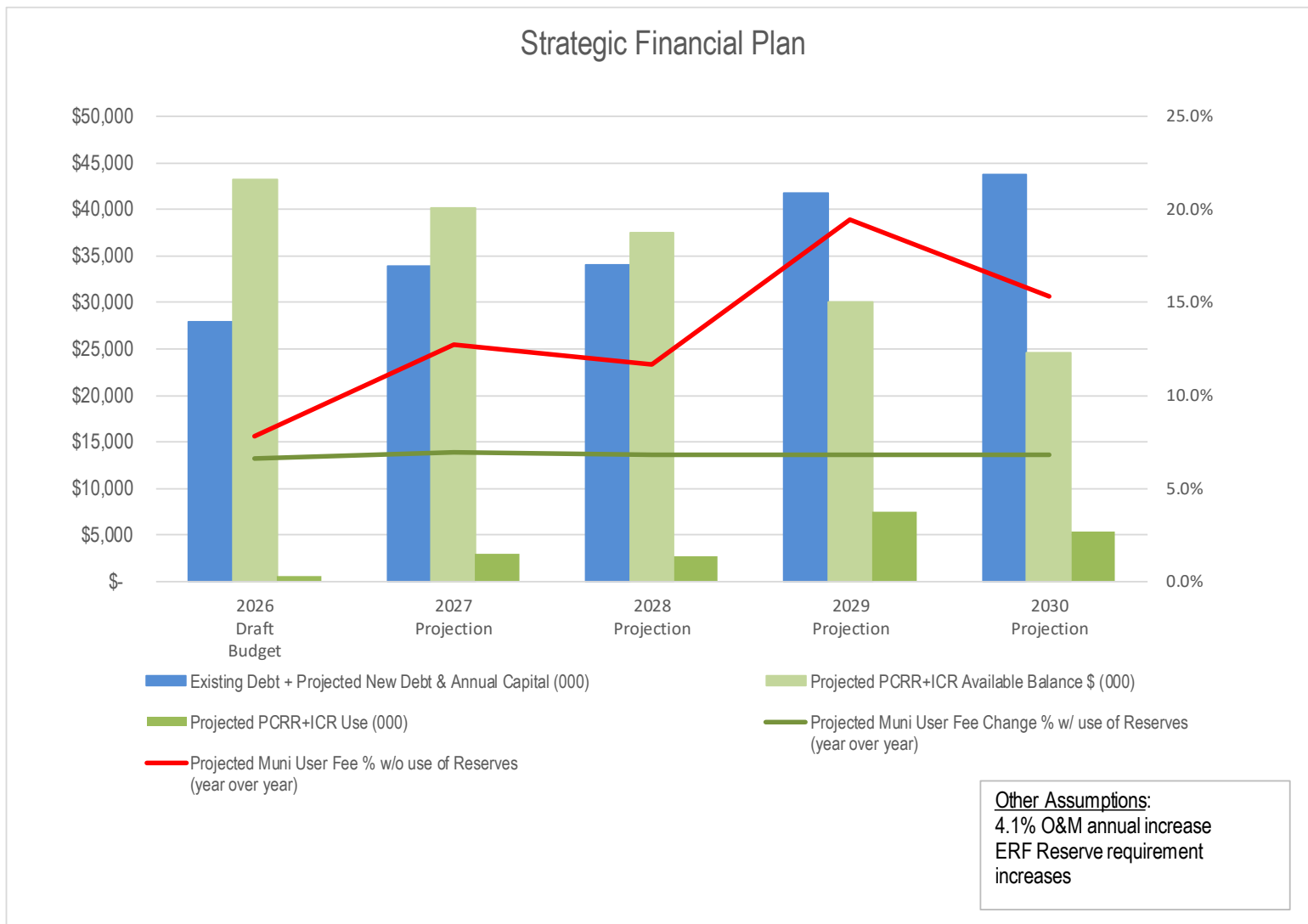
This is an increase of about \$1.68 per month over the 2025 budget.

*NEW Water provides continuous service throughout the year as a wholesale provider, servicing 15 municipal customers. Rates are the same for each municipal customer and NEW Water does not bill residents directly. Each municipality calculates their bills according to wastewater services they require of their residents, businesses, and industries. Bills from municipalities will also include other costs such as the municipalities' cost to operate and maintain their neighborhood sewer system, which then connects to the NEW Water system.

Strategic Financial Planning



Strategic Financial Planning



Next Steps

- Commission adoption of 2026 Budget
- Customer notification

Memorandum

TO: Commission
Nathan Qualls

FROM: Beth Clausen

DATE: November 5, 2025

SUBJECT: Adoption of NEW Water 2026 Budget

Attached is NEW Water's proposed 2026 budget for Commission adoption at the December 3, 2025 Commission meeting. The proposed budget reflects the budget summary that was published in the Green Bay Press Gazette on November 12, 2025.

Below is a summary of the budgeted income and expense categories:

- Total revenue is \$57,581,792 and includes revenue from municipal customers, mill users, other revenues, grant proceeds, and reserve transfers.
- Total expenses are \$57,581,792, an increase of \$3,992,800 or 7.5% over the 2025 budget.
- Operations and Maintenance expenses are \$29,622,802, an increase of \$810,993 or 2.8% over the 2025 budget.
- Capital expenses are \$27,958,990, an increase of \$3,181,807 or 12.8% over the 2025 budget.

At the request of the Village of Allouez and the Village of Ashwaubenon, NEW Water staff gave presentations at their board meetings. The Allouez Village Board meeting was held on October 7, 2025; the Ashwaubenon Village Board meeting was held on October 28, 2025. NEW Water is also scheduled to present the adopted 2026 budget to the Suamico Village Board on December 15, 2026. These were the only presentation requests received by NEW Water. Additionally, NEW Water held a Budget Workshop with municipal and industrial partners on September 17, 2025, and presented on the 2026 budget at its quarterly update meeting on October 30, 2025.

Attached is an email sent to the Village of Allouez Board of Trustees in response to questions raised about the draft budget during the October 7th presentation. NEW Water did not receive any additional written comments or questions from its customers on the 2026 budget. NEW Water does not expect any of its customers to address the Commission on the 2026 budget at the December 3, 2025, Commission meeting.

NEW Water staff believe the proposed 2026 budget represents a reasonable balance of spending to meet its obligations for environmental compliance, maintain its significant capital assets, and deliver the high level of service expected by its customers. Staff also believes the investment in retaining and developing its highly skilled workforce is appropriate to meet its obligations and objectives.

NEW Water staff respectfully submit the 2026 budget for consideration and adoption by the Commission at the December 3, 2025, Commission meeting.



NEW Water staff will post the budget summary of this budget and the adopted budget on its website as soon as possible after Commission adoption of the budget.

Attachments



2026 Budget

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2026 Budget

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Message from the Executive Director



Nathan Qualls, P.E.
Executive Director
NEW Water

NEW Water is proud to serve the 239,000 residents, as well as businesses and industries in our Northeast Wisconsin community. Our team has developed the 2026 Budget to ensure regulatory compliance and service reliability.

Leveraging our Strategic Plan pillars of Community Partnership, Team, Organizational Optimization, and Environmental Quality, NEW Water is implementing cost-effective solutions to today's wastewater challenges.

To save costs and more sustainably protect water, NEW Water is pursuing pollution prevention initiatives, an Adaptive Management approach to permit compliance, as well as grants and funding to offset costs for the families, businesses, and industries served.

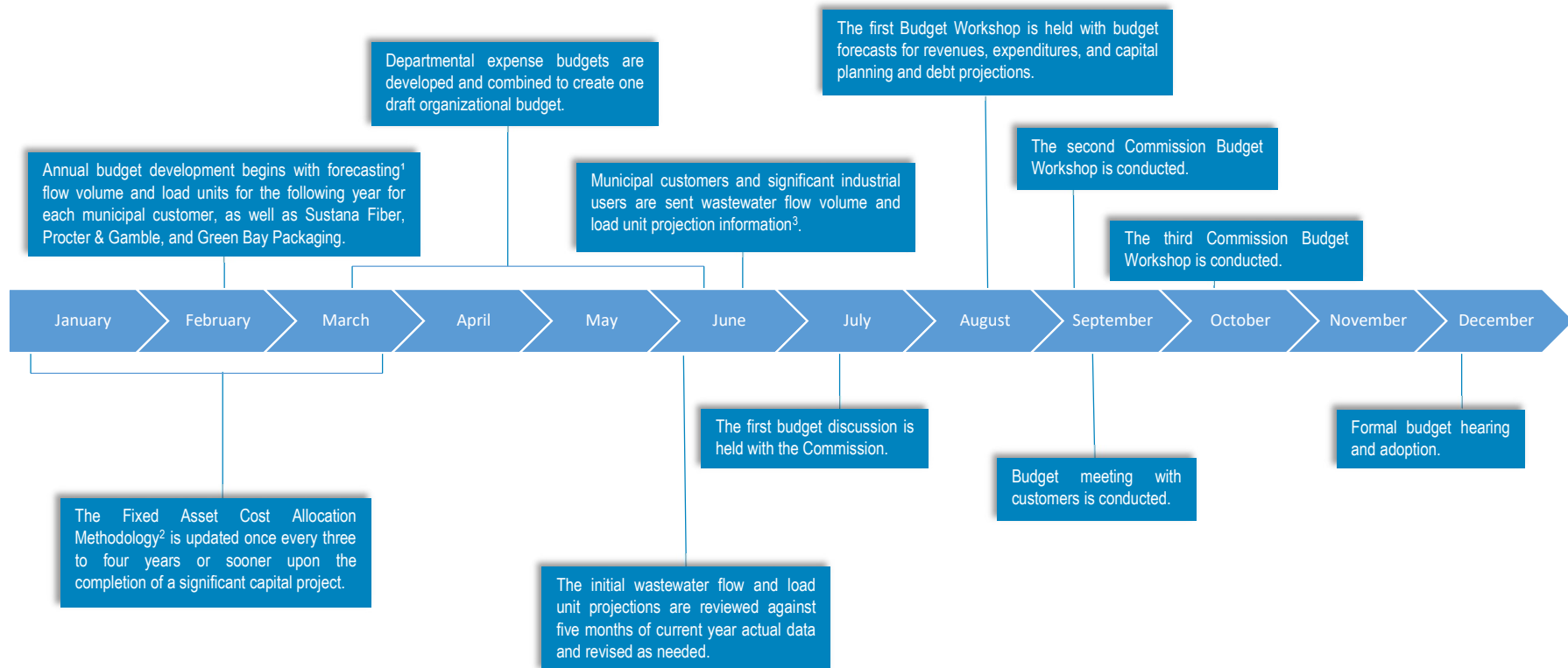
Drivers for the 2026 budget include:

- Facility Plan and Capital Improvement Plan implementation, to achieve regulatory compliance, address aging infrastructure, and ensure reliability of our infrastructure.
- Strategic utilization of reserves to offset debt service and annual capital project costs.

We estimate that a typical family will pay about \$28 per month for NEW Water services in 2026 (please note this does not include additional costs a municipality may need to charge their residents for their sewer operations).

Thank you to the NEW Water Commission for their leadership and to our community partners as we work towards our vision of protecting our most valuable resource, water.

Budget Calendar



¹ The forecasting process utilizes historical data along with additional adjustments for sewer service area growth.

² The Fixed Asset Cost Allocation Methodology is performed by an external rate consultant, who allocates new and existing capital investments to wastewater parameters (Flow, Biochemical Oxygen Demand, Suspended Solids, Phosphorus, and Total Kjeldahl Nitrogen) based upon the intended treatment purpose.

³ The information is comprised of the most recent two to three years of actual annual wastewater units, as well as current and upcoming budgeted wastewater units.

Summary of Revenue & Expenses

The following Summary of Revenues and Expenses table provides an overview of the previous two budgets, year-end actual, and proposed budget. The table is comprised of revenue sources, expenses, and capital and debt service categories. The specific budget items contained within each category are defined in the [Summary of Revenues and Expenses Legend](#) on the next page.

The right side of the summary table compares the proposed budget to current budget dollar and percent variances for each revenue and expense category. The notes at the bottom of the page provide additional clarity to categories within the table.

		2024 Budget	2024 Actual	2025 Budget	2026 Budget	% of Overall Expenses	2026 Budget Favorable/ (Unfavorable) Variance	% Variance
Revenues	Municipal User Fees ¹	\$ 43,590,078	\$ 44,182,080	\$ 45,970,269	\$ 48,995,574	85.1%	\$ 3,025,305	6.6%
	P&G User Fees	1,686,011	1,835,953	1,735,887	1,745,631	3.0%	9,744	0.6%
	GBP User Fees	1,216,094	1,120,835	870,820	963,446	1.7%	92,626	10.6%
	Mill Direct Allocation Charges (Year-End)	302,693	329,870	356,343	351,151	0.6%	(5,192)	-1.5%
	P&G Capital Charges	1,410,763	1,410,763	1,191,157	1,363,386	2.4%	172,229	14.5%
	GBP Capital Charges	905,340	905,340	921,306	1,054,517	1.8%	133,211	14.5%
	General Reserve Interest	25,076	122,787	25,076	25,076	0.0%	-	0.0%
	Other Revenues	1,270,921	1,337,864	1,324,346	1,287,017	2.2%	(37,329)	-2.8%
		50,406,977	\$ 51,245,492	52,395,203	\$ 55,785,799	96.9%	\$ 3,390,595	6.5%
	DEBT and ICR Reserve Transfers	1,212,897	1,212,897	1,218,864	1,221,069	2.1%	2,205	0.2%
	Contribution (TO)/FROM Capital Reserve	-	(2,486,515)	-	600,000	1.0%	600,000	1.0%
	General Reserve Interest Offset	(25,076)	(122,787)	(25,076)	(25,076)	0.0%	(0)	0.0%
	Total Revenues	\$ 1,187,821	\$ (1,396,405)	\$ 1,193,789	\$ 1,795,993	3.1%	\$ 602,205	50.4%
		\$ 51,594,798	\$ 49,849,087	\$ 53,588,992	\$ 57,581,792	100.0%	\$ 3,992,801	7.5%
Expenses	Salaries & Benefits	13,364,548	13,024,315	13,699,999	14,203,390	24.7%	(503,391)	-3.7%
	Power	2,137,659	2,246,462	2,444,096	2,365,261	4.1%	78,835	3.2%
	Contracted Services	4,125,618	3,478,720	4,032,590	4,437,476	7.7%	(404,886)	-10.0%
	Maintenance & Repairs	2,990,765	2,402,904	2,558,195	2,517,274	4.4%	40,921	1.6%
	Chemicals	1,550,805	1,824,830	1,858,221	1,712,953	3.0%	145,268	7.8%
	Natural Gas & Fuel Oil	709,389	854,941	719,442	760,035	1.3%	(40,593)	-5.6%
	Solid Waste Disposal	460,750	244,483	384,893	366,899	0.6%	17,994	4.7%
	Interceptor System ²	678,793	260,010	771,731	893,044	1.6%	(121,313)	-15.7%
	Information Technology & Administrative	1,024,608	998,026	1,010,086	1,017,768	1.8%	(7,683)	-0.8%
	Insurance	541,044	536,230	564,569	585,800	1.0%	(21,231)	-3.8%
	Supplies	260,297	264,229	269,103	278,683	0.5%	(9,580)	-3.6%
	Employee Training & Development	167,184	143,415	193,179	190,469	0.3%	2,710	1.4%
	Travel and Meetings	104,111	80,512	113,056	106,231	0.2%	6,825	6.0%
	DNR Environmental Fees	166,706	177,488	192,649	187,520	0.3%	5,129	2.7%
	Total O & M Expenses	\$ 28,282,272	\$ 26,536,565	\$ 28,811,808	\$ 29,622,802	51.4%	\$ (810,993)	-2.8%
	Debt Service ³	18,065,522	18,065,522	20,947,184	22,481,490	39.0%	(1,534,307)	-7.3%
	Annual Capital	5,247,000	5,247,000	3,830,000	5,477,500	9.5%	(1,647,500)	-43.0%
	Total Debt Service, Annual Capital & Rate Stabilization	\$ 23,312,522	\$ 23,312,522	\$ 24,777,184	\$ 27,958,990	48.6%	\$ (3,181,807)	-12.8%
	Total Expenses	\$ 51,594,798	\$ 49,849,087	\$ 53,588,992	\$ 57,581,792	100.0%	\$ (3,992,800)	-7.5%

Notes:

¹ Municipal User Fees equal municipal customers plus Sustana Fiber.

² Interceptor System includes all expenses related to Interceptors, Meter and Lift Stations, including chemicals, power, phones, pretreatment program, and water.

³ Debt Service for 2026 reflects collection and payments for 2027 Debt Payments.

Summary of Revenues & Expenses Legend

Revenues	Municipal User Fees	Municipal customer and Sustana Fiber Volume, Biochemical Oxygen Demand, Suspended Solids, Phosphorus, and Kjeldahl Nitrogen parameter revenue and Capital Fixed Charge.
	Procter & Gamble (P&G) User Fees	P&G Volume, Biochemical Oxygen Demand, Suspended Solids, Phosphorus, and Kjeldahl Nitrogen parameter revenue.
	Green Bay Packaging (GBP) User Fees	GBP Volume, Biochemical Oxygen Demand, Suspended Solids, Phosphorus, and Kjeldahl Nitrogen parameter revenue.
	Mill Direct Charges	P&G and GBP Daily Sample Pickup and Laboratory Testing, Inspection, Monitoring, Dewatering, Operation & Maintenance, and Diggers Hotline.
	P&G Capital Charges	P&G Capital and Debt Service Charges.
	GBP Capital Charges	GBP Capital and Debt Service Charges.
	General Reserve Interest	Interest Income from General Fund Accounts (unrestricted funds) other than Investment Accounts.
	Other Revenues	Pretreatment Permit Fee and Charges, Grants, Hauled Waste, High Strength Hauled Waste, Sampling, Laboratory Analysis, Property Leases, and Interceptor Cost Recovery Temporary Leases.
	Debt and ICR Reserve Transfers	Identified debt obligation payments from Debt and ICR Reserves. Debt Transfer is Georgia Pacific obligation payment. ICR Debt Transfer includes payments for identified interceptor projects and customer prepayments for interceptor capacity.
	Contribution (TO)/From Capital Reserve	Collection to or designated expenses allocated for future capital projects.
Expenses	General Reserve Interest Offset	Offset of Interest Income from General Fund Accounts (unrestricted funds) other than Investment Accounts.
	Salaries & Benefits	Salaries, PTO/Vacation Payout, Health Benefits Opt-Out, Health, Dental, & Life Insurances, Overtime, Other Premium (Stand-By, Double Time and Call-in), Wisconsin Retirement, Social Security, Workers Compensation, Uniforms, Employee Referral Services, Long Term Disability and Wellness Program.
	Power	All Power for the treatment facilities not including power for meter and lift stations.
	Contracted Services	Contractor and Consultant Contracted Services, Legal and Audit Services, Custodial and Lawn Services, Occupational Health, Fire Protection and Detection, Household Hazardous Waste Station, Environmental Programs, Hazardous Waste Disposal, GBP Phosphorus Credits (TMDL Transfer and Reclaimed Water), Receiving Waters Planning and Monitoring, Recruitment, Class and Compensation, and Rate Study.
	Maintenance & Repairs	Repair and Maintenance Buildings and Equipment, Small Tools, Fuel for Vehicles and Boats, Freight In and Out, Water, Biogas Generator Oil, Equipment Leases and Rentals.
	Chemicals	Sodium Hypochlorite and Bisulfite, Polymer, Ferric Chloride, Activated Carbon, Chemical Boiler Water, Odor Removal Material, Sodium Hydroxide. Thermal Oil Make-Up and Laboratory Chemicals for the facilities.
	Natural Gas & Fuel Oil	Diesel for Generators, Fuel Oil for Process, Natural Gas for Process, Incineration, and Heating of Facilities and Incinerator Bed Material.
	Solid Waste Disposal	Material (grit, screenings, ash, and dewatered sludge) hauled to landfills.
	Interceptor System	Repair and Maintenance of Interceptors, Lift Stations, and Meter Stations; Pretreatment Program; Power for Meter and Lift Stations; Chemicals for Odor Control; Water; Telemetry Services; and Telephones.
	Information Technology & Administrative	Publishing, Postage, Data Processing, Employee Recognition, Public Information, Telephones, Safety Shoes and Glasses, Memberships and Dues, Publications and Subscriptions, Software Licenses and Maintenance Agreements, Permits, Meeting Expenses, Bank Service Charges, Bond Issuance Cost, Records Management, Community Outreach Partnership, and Education & Public Outreach.
	Insurances	Automobile, Marine, Property, Boiler and Machinery, Liability, Umbrella, Commercial Crime, Public Officials, Cyber, and Pollution.
	Supplies	Employee Security Badges, Safety & First Aid Equipment and Supplies, Small Computer Hardware and Software, Small Office Supplies, Cleaning/Janitorial Supplies, Building/Grounds Supplies, Shipping Supplies, etc.
	Employee Training & Development	Employee Development (Registration), Training, and Tuition.
	Travel & Meetings	Travel & Meetings, Lodging, Transportation, Meals, and Mileage.
	DNR Environmental Fees	Annual Environmental Statement Fees from the DNR, which includes: charges from NR101 discharge (includes a charge for all parameter pounds that have permit limits), Hazardous Waste Disposal Fees, Air Emission Fees, and Laboratory Certification Fee. Other Fees such as Tier 2 report fees (related to hazardous material management on site) and other license or permit application fees which may arise.
Debt Service & Annual Capital	Debt Service	Principal and Interest obligation payments incurred for Long Term Capital projects from Clean Water Fund Loans, General Obligation Bonds, and Promissory Notes to financial institutions.
	Annual Capital	Capital Improvements (maintenance equipment and interceptor repairs or replacements) funded with cash and/or reserve funds.

Municipal, Total Mills, & Sustana Fiber Rate Comparison

The following table shows the Cost of Service (COS) parameter unit rates for Municipal Customers, Sustana Fiber (SF), Procter & Gamble (P&G) and Green Bay Packaging (GBP). All unit rates are based upon the most current Cost Allocation Methodology Report which distributes the fixed asset investments to unit parameters and the system users.

The Municipal Customer parameter unit rates are calculated to capture Municipal Only and Common to All operation and maintenance expenses. Total capital is collected through the Capital Charge from the Municipal Customers and SF.

The Total Mills wastewater parameter unit rates are calculated in accordance with the Tripartite Agreements with P&G and GBP, City of Green Bay, and NEW Water. The Total Mills wastewater parameter unit rates are comprised of Mill Only and Common to All operation and maintenance expenses. P&G and GBP share the Total Mills unit rates because they convey their wastewater through a dedicated mill interceptor pipe that discharges to the Green Bay Treatment Facility.

The SF wastewater parameter unit rates are calculated in accordance with an agreement executed with SF, City of De Pere, and NEW Water. The SF wastewater parameter unit rates are comprised of Municipal Only and Common to All operation and maintenance expenses. SF conveys its wastewater through a dedicated pressurized force main that discharges into the De Pere Treatment Facility.

Per agreements and the dedicated sewer pipes to the treatment facilities, GBP, P&G, and SF do not participate in identified O&M expenses related to the municipal interceptor system. This is the main reasons for the difference in parameter unit rates across the user groups.

Municipal Operation and Maintenance Rate Comparison						
Parameter	COS Title	Units	2025 COS Rate (Sustana Adjusted)	2026 COS Rate (Sustana Adjusted)	2026 Budget Comparison with 2025 Adopted Budget	2026 Budget Comparison with 2025 Adopted Budget % Change
Volume (1,000 GALS)	Flow	kgals	\$0.72877	\$0.79624	\$0.0675	9.26%
Biochemical Oxygen Demand (LBS)	BOD	lbs	\$0.30578	\$0.30662	\$0.0008	0.28%
Suspended Solids (LBS)	TSS	lbs	\$0.32944	\$0.32105	(\$0.0084)	-2.55%
Phosphorus (LBS)	PHOS	lbs	\$1.34133	\$1.41383	\$0.0725	5.41%
Total Kjeldahl Nitrogen (LBS)	TKN	lbs	\$0.51682	\$0.52316	\$0.0063	1.23%
Total Mills (P&G and GBP) Operation and Maintenance Rate Comparison ¹						
Parameter	COS Title	Units	2025 COS Rate (Sustana Adjusted)	2026 COS Rate (Sustana Adjusted)	2026 Budget Comparison with 2025 Adopted Budget	2026 Budget Comparison with 2025 Adopted Budget % Change
Volume (1,000 GALS)	Flow	kgals	\$0.54062	\$0.58192	\$0.0413	7.64%
Biochemical Oxygen Demand (LBS)	BOD	lbs	\$0.30019	\$0.30111	\$0.0009	0.30%
Suspended Solids (LBS)	TSS	lbs	\$0.32570	\$0.31746	(\$0.0082)	-2.53%
Phosphorus (LBS)	PHOS	lbs	\$1.32872	\$1.40079	\$0.0721	5.42%
Total Kjeldahl Nitrogen (LBS)	TKN	lbs	\$0.50565	\$0.51195	\$0.0063	1.25%
Sustana Fiber Operation and Maintenance Rate Comparison ^{2,3}						
Parameter	COS Title	Units	2025 COS Rate (Sustana Adjusted)	2026 COS Rate (Sustana Adjusted)	2026 Budget Comparison with 2025 Adopted Budget	2026 Budget Comparison with 2025 Adopted Budget % Change
Volume (1,000 GALS)	Flow	kgals	\$0.55205	\$0.59490	\$0.0428	7.76%
Biochemical Oxygen Demand (LBS)	BOD	lbs	\$0.29280	\$0.29341	\$0.0006	0.21%
Suspended Solids (LBS)	TSS	lbs	\$0.31594	\$0.30768	(\$0.0083)	-2.61%
Phosphorus (LBS)	PHOS	lbs	\$1.28500	\$1.35342	\$0.0684	5.32%
Total Kjeldahl Nitrogen (LBS)	TKN	lbs	\$0.49543	\$0.50106	\$0.0056	1.14%

¹ Capital Charges for P&G and GBP are billed separately

² Capital Charges for Sustana Fiber to be billed separately by City of De Pere

³ Sustana Adjusted removes identified interceptor system costs from Sustana Fiber and assigns to Municipal

Flow & Load Projections

The following table shows the budgeted wastewater parameter units and the associated forecasted revenues for Flow (Volume), Biochemical Oxygen Demand (BOD), Total Suspended Solids (TSS), Phosphorus (P), and Total Kjeldahl Nitrogen (TKN) for each customer. The budgeted wastewater parameter units are forecasted for each customer utilizing historical data, adjusted for sewer service area growth, and input received from customers. The wastewater parameter revenue amounts for each customer are derived by multiplying the budgeted wastewater parameter units by the appropriate parameter unit rates found on the previous page. The Capital Charge amount is distributed proportional to each customer based upon their budgeted use of the system.

* The Capital Charge for Procter & Gamble and Green Bay Packaging is calculated and collected differently. They are allocated an equitable portion of Mill Only and Common to All Capital and Debt Service Costs, which are based upon their allocated parameter capacities within their Tripartite Agreement. The total capital amount due from each mill is invoiced semi-annually/annually and shown on the Procter & Gamble Cost of Service and the Green Bay Packaging Cost of Service pages.

	VOLUME		BOD		TSS		PHOS		TKN		Capital Charge		TOTAL AMOUNT
	1,000 Gallons	Amount	Pounds	Amount	Pounds	Amount	Pounds	Amount	Pounds	Amount	Allocation	Amount	
City of Green Bay	4,773,878	\$ 3,801,172	8,840,280	\$ 2,710,620	8,560,308	\$ 2,748,259	216,564	\$ 306,185	1,457,640	\$ 762,586	40.50%	\$ 9,543,800	\$ 19,872,622
City of De Pere	1,354,254	1,078,317	3,369,828	1,033,262	1,369,044	439,527	18,528	26,195	243,528	127,405	10.55%	2,486,938	5,191,645
Sustana Fiber	255,700	152,115	1,262,300	370,366	459,341	141,330	21,907	29,649	120,000	60,128	3.36%	792,416	1,546,003
Village of Allouez	705,000	561,352	905,000	277,492	1,080,000	346,730	22,500	31,811	166,000	86,845	5.04%	1,188,692	2,492,924
Village of Ashwaubenon	1,377,000	1,096,428	3,141,132	963,139	2,784,408	893,925	66,756	94,382	358,860	187,743	12.71%	2,995,044	6,230,660
Village of Bellevue	758,076	603,614	1,124,892	344,916	1,066,752	342,477	27,324	38,632	215,424	112,702	5.62%	1,323,528	2,765,868
Village of Hobart	268,170	213,529	468,312	143,595	470,593	151,082	10,796	15,264	92,031	48,147	2.24%	528,569	1,100,185
Village of Howard	918,822	731,607	1,800,000	551,919	4,400,000	1,412,606	34,044	48,133	374,544	195,948	11.58%	2,728,038	5,668,250
Village of Luxemburg	114,278	90,993	33,708	10,336	38,952	12,505	2,043	2,888	17,500	9,155	0.47%	109,836	235,714
Village of Pulaski	189,440	150,840	68,712	21,069	54,264	17,421	6,468	9,145	36,852	19,280	0.82%	192,377	410,132
Village of Suamico	215,419	171,526	683,148	209,468	477,420	153,274	13,800	19,511	76,944	40,254	2.36%	556,995	1,151,028
Town of Ledgeview													
Sanitary District #2	222,000	176,766	375,000	114,983	388,644	124,773	10,440	14,760	86,500	45,254	1.88%	441,994	918,530
Town of Lawrence - Utility District	145,000	115,455	317,784	97,439	404,000	129,703	7,620	10,773	62,844	32,878	1.53%	360,412	746,661
Pittsfield Sanitary District	13,861	11,037	20,645	6,330	26,030	8,357	544	769	4,335	2,268	0.11%	26,465	55,226
Scott Municipal Utility	132,066	105,157	172,212	52,804	207,672	66,672	4,236	5,989	32,784	17,151	0.96%	226,137	473,910
Dyckesville Sanitary District	28,415	22,625	55,819	17,115	70,378	22,595	1,472	2,081	11,721	6,132	0.28%	65,666	136,215
Total Municipal	11,471,379	\$ 9,082,533	22,638,772	\$ 6,924,852	21,857,806	\$ 7,011,237	465,042	\$ 656,168	3,357,507	\$ 1,753,877	100%	\$ 23,566,907	\$ 48,995,574
Procter & Gamble	1,700,000	\$ 989,260	534,650	\$ 160,986	1,818,491	\$ 577,304	1,000	\$ 1,401	32,583	\$ 16,681	*		\$ 1,745,631
Green Bay Packaging	760,000	442,257	600,000	180,663	650,000	206,351	30,000	42,024	180,000	92,151	*		963,446
Total Mill	2,460,000	\$ 1,431,517	1,134,650	\$ 341,649	2,468,491	\$ 783,655	31,000	\$ 43,424	212,583	\$ 108,832			\$ 2,709,077
Grand Total													
Units	13,931,379		23,773,422		24,326,297		496,042		3,570,090				
Costs		\$ 10,514,050		\$ 7,266,501		\$ 7,794,892		\$ 699,593		\$ 1,862,709		\$ 23,566,907	\$ 51,704,652

User Fees by Source

The following table shows the annual revenue comparison of the upcoming budget to previous year budget and previous year actuals for municipal customers, Sustana Fiber, Green Bay Packaging, and Procter & Gamble.

	2026 Budget	2025 Budget	2024 Actual	2023 Actual	2022 Actual
City of Green Bay	\$19,872,622	\$19,081,379	\$18,251,480	\$16,994,630	\$16,439,651
City of De Pere	5,191,645	5,164,054	5,754,815	5,324,817	5,317,287
Sustana Fiber	1,546,003	1,449,712	727,408	814,066	1,125,290
Village of Allouez	2,492,924	2,337,713	2,158,686	2,044,511	1,978,998
Village of Ashwaubenon	6,230,660	5,805,755	5,623,415	5,096,243	4,911,391
Village of Bellevue	2,765,868	2,669,211	2,468,486	2,230,461	2,057,014
Village of Hobart	1,100,185	1,034,618	961,424	938,316	851,240
Village of Howard	5,668,250	4,536,986	4,503,573	3,700,297	4,038,865
Village of Luxemburg	235,714	209,193	195,490	396,297	240,290
Village of Pulaski	410,132	380,873	317,441	289,315	278,780
Village of Suamico	1,151,028	1,045,518	1,054,908	992,853	949,780
Town of Ledgeview Sanitary District #2	918,530	818,763	765,904	709,302	648,339
Town of Lawrence - Utility District	746,661	798,819	741,423	773,913	711,900
Pittsfield Sanitary District	55,226	52,778	51,195	49,029	42,627
Scott Municipal Utility	473,910	456,574	422,534	411,347	388,933
Dyckesville Sanitary District	136,215	128,323	126,364	120,441	111,549
Total Municipal	\$48,995,574	\$45,970,269	\$44,124,546	\$40,885,838	\$40,091,934
Green Bay Packaging	\$963,446	870,820	1,120,835	1,992,668	1,607,422
Procter & Gamble	1,745,631	1,735,887	1,835,953	1,635,254	1,898,398
Total Mill	\$2,709,077	\$2,606,707	\$2,956,788	\$3,627,922	\$3,505,820
Total User Fees	\$51,704,652	\$48,576,975	\$47,081,334	\$44,513,760	\$43,597,754

Municipal Cost of Service

The following table shows the Municipal Cost of Service (COS) values used to develop the municipal parameter unit rates. The total Operating Cost is comprised of O&M expenses related to Municipal Only and Common to All system users. These costs are distributed to each parameter based upon the Cost Allocation Methodology Report. The report allocates new and existing capital investments to one of the five wastewater parameters (Flow, BOD, TSS, P, and TKN) based upon the intended treatment purpose to generate a percentage of investment for each parameter.

The Unit Operating and Capital Costs are derived by dividing the parameter dollar amounts into the total budgeted parameter units. The Operating and Capital Unit Costs are added together to get a Unit Combined Cost.

The Sustana Fiber (SF) Adjustment assigns certain system costs from SF Cost of Service to Municipal Cost of Service. This adjustment is required per the SF Agreement and Cost Allocation Methodology Report because SF does not utilize the municipal interceptor system.

The Capital Charge column shows the charge amount to be collected from the municipal customers. The Capital Cost is distributed to each parameter based upon the same process described above for the Operating Costs.

The bottom of the page provides a brief historical overview of the Municipal Cost of Service unit rates.

	Total	VOLUME	BOD	TSS	PHOS	TKN	Capital Charge
Unit Value		1,000 gal	pounds	pounds	pounds	pounds	N/A
Units		11,471,379	22,638,772	21,857,806	465,042	3,357,507	N/A
<u>Cost of Service - Municipal</u>							
Operating Cost	\$ 25,428,667	\$ 9,082,533	\$ 6,924,852	\$ 7,011,237	\$ 656,168	\$ 1,753,877	\$ -
Capital Cost	23,566,907	\$ -	\$ -	\$ -	\$ -	\$ -	23,566,907
Total Cost	\$ 48,995,574	\$ 9,082,533	\$ 6,924,852	\$ 7,011,237	\$ 656,168	\$ 1,753,877	\$ 23,566,907
Unit Operating Cost		\$0.79176	\$0.30588	\$0.32077	\$1.41099	\$0.52237	
Unit Capital Cost		\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000	
Unit Combined Cost		\$0.79176	\$0.30588	\$0.32077	\$1.41099	\$0.52237	
Sustana Adjustment		\$0.00449	\$0.00074	\$0.00028	\$0.00285	\$0.00079	
Adjusted Unit Combined Cost		\$0.79624	\$0.30662	\$0.32105	\$1.41383	\$0.52316	

Note (1): Assigns certain costs to Municipal Cost of Service from Sustana Fiber Cost of Service.

Municipal Budget Rate History					
Year	VOLUME	BOD	TSS	PHOS	TKN
2026	\$0.79624	\$0.30662	\$0.32105	\$1.41383	\$0.52316
2025	\$0.72877	\$0.30578	\$0.32944	\$1.34133	\$0.51682
2024	\$0.72145	\$0.30504	\$0.31258	\$1.25554	\$0.53014
2023	\$0.74231	\$0.33401	\$0.37324	\$2.01844	\$0.59012
2022	\$0.70624	\$0.31254	\$0.33888	\$1.91281	\$0.54775

Total Mills Cost of Service

The following table shows the Total Mills Cost of Service (COS) used to develop the parmater unit rates for Procter & Gamble (P&G) and Green Bay Packaging (GBP). P&G and GBP are charged the same unit parameter rates.

The Operating Cost are comprised of O&M expenses related to Mill Only and Common to All system users. The wastewater discharged from P&G and GBP enter a dedicated mill interceptor pipe that is not part of NEW Water's municipal interceptor system. As such, P&G and GBP participate in operating and capital costs for the capital investments they utilize, which results in different unit parameter rates than the Municipal Customer unit parameter rates.

The Capital Charge collected from P&G and GBP is related to the allocated parameter capacity per their Tripartite Agreements. P&G and GBP pay for their allocated capacity whether they use it or not, and the amount is collected semi-annually/annually through lump sum invoices.

The Direct Charges are labor and O&M expenses related to the dedicated mill interceptor, as well as wastewater sample collection and analysis costs paid monthly by the mills. The Credits are issued to GBP are defined in GBP's Tripartite Agreement and associated with TMDL waste load allocation transfer and pollutants returned to GBP in the reclaimed water.

	Total	VOLUME	BOD	TSS	PHOS	TKN	Capital Charge	Direct Charges
Unit Value		1,000 gal	pounds	pounds	pounds	pounds	N/A	N/A
Units		2,460,000	1,134,650	2,468,491	31,000	212,583	N/A	N/A
Cost of Service - Total Mills								
Operating Cost	\$2,709,077	\$1,431,517	\$341,649	\$783,655	\$43,424	\$108,832	\$0	0
Capital Cost	2,417,903	0	0	0	0	0	2,417,903	0
Direct Charges	295,335	0	0	0	0	0	0	295,335
Credits	(172,013)	0	0	0	0	0	0	(172,013)
Total Cost	\$5,250,303	\$1,431,517	\$341,649	\$783,655	\$43,424	\$108,832	\$2,417,903	\$123,322
Unit Cost		\$0.58192	\$0.30111	\$0.31746	\$1.40079	\$0.51195		
Unit Capital Cost		\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000		
Unit Cost		\$0.58192	\$0.30111	\$0.31746	\$1.40079	\$0.51195		

Total Mill Budget Rate History						
Year	VOLUME	BOD	TSS	PHOS	TKN	
2026	\$0.58192	\$0.30111	\$0.31746	\$1.40079	\$0.51195	
2025	\$0.54062	\$0.30019	\$0.32570	\$1.32872	\$0.50565	
2024	\$0.53741	\$0.29792	\$0.30786	\$1.23997	\$0.51622	
2023	\$0.51689	\$0.26526	\$0.27744	\$1.67370	\$0.53359	
2022	\$0.46443	\$0.24250	\$0.24807	\$1.60909	\$0.47977	

Procter & Gamble Cost of Service

The following table shows Procter & Gamble's (P&G) Cost of Service, which is a portion of the Total Mill Cost of Service units and revenues from the previous page. The budgeted unit parameter revenue is derived by multiplying the budgeted parameter units by the Total Mill unit rates.

The Capital Charge allocated to P&G is based upon its allocated capacities identified in the recent version of the P&G Tripartite Agreement. The capacities are a key component of the Cost Allocation Methodology Report and are applied to NEW Water's capital investments identified for Common to All and Mill Only system users. The capital cost is collected from P&G through a semi-annual invoice.

The Direct Charges budgeted to P&G are related to O&M labor and expense costs associated with the mill interceptor, the meter/sample station, and laboratory costs for wastewater sample analysis.

	Total	VOLUME	BOD	TSS	PHOS	TKN	Capital Charge	Direct Charges
Unit Value		1,000 gal	pounds	pounds	pounds	pounds	N/A	N/A
Units		1,700,000	534,650	1,818,491	1,000	32,583	N/A	N/A
Cost of Service - P&G								
Operating Cost	\$1,745,631	\$989,260	\$160,986	\$577,304	\$1,401	\$16,681	\$0	0
Capital Cost ¹	1,363,386	0	0	0	0	0	1,363,386	0
Direct Charges	58,931	0	0	0	0	0	0	58,931
Total Cost	\$3,167,948	\$989,260	\$160,986	\$577,304	\$1,401	\$16,681	\$1,363,386	\$58,931
Unit Cost		\$0.58192	\$0.30111	\$0.31746	\$1.40079	\$0.51195		
Unit Capital Cost (1)		\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000		
Unit Cost		\$0.58192	\$0.30111	\$0.31746	\$1.40079	\$0.51195		

¹ Capital Charges invoiced semi-annually

Procter & Gamble Budget Rate History						
Year	VOLUME	BOD	TSS	PHOS	TKN	
2026	\$0.58192	\$0.30111	\$0.31746	\$1.40079	\$0.51195	
2025	\$0.54062	\$0.30019	\$0.32570	\$1.32872	\$0.50565	
2024	\$0.53741	\$0.29792	\$0.30786	\$1.23997	\$0.51622	
2023	\$0.51689	\$0.26526	\$0.27744	\$1.67370	\$0.53359	
2022	\$0.46443	\$0.24250	\$0.24807	\$1.60909	\$0.47977	

Green Bay Packaging Cost of Service

The following table shows Green Bay Packaging's (GBP) Cost of Service, which is a portion of the Total Mill Cost of Service units and revenues from the previous page. The budgeted unit parameter revenue is derived by multiplying the budgeted parameter units by the Total Mill unit rates.

The Capital Charge allocated to GBP is based upon its allocated capacities identified in the GBP Tripartite Agreement. The capacities are a key component of the Cost Allocation Methodology Report and are applied to NEW Water's capital investments identified for Common to All and Mill Only users. The capital cost is collected from GBP through an annual lump sum invoice.

The Direct Charge budgeted to GBP are related to O&M labor and expense costs associated with the mill interceptor, the meter/sample station, laboratory costs for wastewater sample analysis and the reclaimed water system.

The Credits budgeted to GBP are defined in GBP's Tripartite Agreement and associated with TMDL waste load allocation transfer and pollutants returned to GBP in the reclaimed water.

	Total	VOLUME	BOD	TSS	PHOS	TKN	Capital Charge	Direct Charges
Unit Value		1,000 gal	pounds	pounds	pounds	pounds	N/A	N/A
Units		760,000	600,000	650,000	30,000	180,000	N/A	N/A
Cost of Service - GBP								
Operating Cost	\$963,446	\$442,257	\$180,663	\$206,351	\$42,024	\$92,151	\$0	0
Capital Cost ¹	1,054,517	0	0	0	0	0	1,054,517	0
Direct Charges	236,404	0	0	0	0	0	0	236,404
Credits	(172,013)	0	0	0	0	0	0	(172,013)
Total Cost	\$2,082,354	\$442,257	\$180,663	\$206,351	\$42,024	\$92,151	\$1,054,517	\$64,392

Note (1): Capital Charges invoiced annually

Unit Cost		\$0.58192	\$0.30111	\$0.31746	\$1.40079	\$0.51195		
Unit Capital Cost		\$0.000	\$0.000	\$0.000	\$0.000	\$0.000		
Unit Cost		\$0.58192	\$0.30111	\$0.31746	\$1.40079	\$0.51195		

¹ Capital Charges invoiced annually

Green Bay Packaging Budget Rate History					
Year	VOLUME	BOD	TSS	PHOS	TKN
2026	\$0.58192	\$0.30111	\$0.31746	\$1.40079	\$0.51195
2025	\$0.54062	\$0.30019	\$0.32570	\$1.32872	\$0.50565
2024	\$0.53741	\$0.29792	\$0.30786	\$1.23997	\$0.51622
2023	\$0.51689	\$0.26526	\$0.27744	\$1.67370	\$0.53359
2022	\$0.46443	\$0.24250	\$0.24807	\$1.60909	\$0.47977

Sustana Fiber Cost of Service

The following table shows Sustana Fiber's (SF) Cost of Service. The budgeted unit parameter revenue is derived by multiplying the budgeted parameter units by the SF unit rates.

The Capital Cost is collected through the Capital Charge, which is the same process used for the municipal customers. The Capital Charge amount collected from SF is based upon its budgeted use of the system.

The Direct Charges budgeted to SF are related to O&M labor and expenses associated with its dedicated force main from the SF facility to the De Pere Treatment Facility, as well as sample collection and laboratory analysis expenses.

The Less SF Adjustment removes identified interceptor system costs from SF and assigns them to Municipal Cost of Service.

The bottom of the page shows a historical overview of the SF Cost of Service unit rates.

	Total	VOLUME	BOD	TSS	PHOS	TKN	Capital Charge ¹	Direct Charges
Unit Value		1,000 gal	pounds	pounds	pounds	pounds	N/A	N/A
Units		255,700	1,262,300	459,341	21,907	120,000	N/A	N/A
Cost of Service - SF								
Operating Cost	\$829,507	\$202,452	\$386,118	\$147,341	\$30,910	\$62,685	\$0	0
Capital Cost ¹	792,416	0	0	0	0	0	792,416	0
Subtotal Cost of Service	\$1,621,922	\$202,452	\$386,118	\$147,341	\$30,910	\$62,685	\$792,416	0
Direct Charges	\$55,816	\$0	\$0	\$0	\$0	\$0	\$0	55,816
Less SF Adjustment	(75,919)	(50,337)	(15,753)	(6,011)	(1,261)	(2,557)	0	0
Total Cost	\$1,601,819	\$152,115	\$370,366	\$141,330	\$29,649	\$60,128	\$792,416	\$55,816
Unit Cost		\$0.79176	\$0.30588	\$0.32077	\$1.41099	\$0.52237		
SF Adjustment		(\$0.19686)	(\$0.01248)	(\$0.01309)	(\$0.05756)	(\$0.02131)		
Unit Cost (with SF Adjustment)		\$0.59490	\$0.29341	\$0.30768	\$1.35342	\$0.50106		

¹ The Capital Charge for Sustana Fiber to be billed separately by the City of De Pere.

Sustana Fiber Budget Rate History					
Year	VOLUME	BOD	TSS	PHOS	TKN
2026	\$0.59490	\$0.29341	\$0.30768	\$1.35342	\$0.50106
2025	\$0.55205	\$0.29280	\$0.31594	\$1.28500	\$0.49543
2024	\$0.53100	\$0.29096	\$0.29870	\$1.19867	\$0.50660
2023	\$0.55810	\$0.32032	\$0.35947	\$1.93358	\$0.56360
2022	\$0.48341	\$0.30142	\$0.32798	\$1.84073	\$0.52557

Allocation of Capital and Debt Service Costs

The following tables show the Allocation of Capital and Debt Service Costs for Municipal Only and Common to All users. The Common to All Debt Service costs are assigned to Municipal Customers, Sustana Fiber (SF), Green Bay Packaging (GBP), and Procter & Gamble (P&G). GBP and P&G are allocated capital and debt costs based upon their permanent capacity allocations per their Tripartite Agreements and the recent version of the Cost Allocation Methodology Report. Per the agreements and the report, GBP and P&G do not participate in capital and debt costs associated with the municipal interceptor system.

The Debt Service Offsets section shows customers that have prepaid their debt service obligations, along with other identified debt service obligation payments from NEW Water financial reserves. The prepayments and identified debt obligations are held within NEW Water's financial reserves and are applied annually to offset the amount NEW Water needs to collect for its required debt obligations payments.

The Annual Capital Outlays section is the sum of the annual capital projects. NEW Water collects these funds through the Cost of Service parameter unit rates for capital improvements funded with cash and not through debt.

The Revenues and Transfers section lists the interest revenue anticipated on NEW Water's General Reserve and miscellaneous revenues NEW Water collects for various professional services rendered and land leases. Contribution to Capital Reserves shows the budgeted amount to be collected and transferred to the Plant Capital Replacement Reserve for future capital projects that are Common to All system users.

The bottom of the page shows the total debt service required and the portions that are to be collected from the municipal customers and the two paper mills. The capital debt from both mills will match the debt service payment on P&G's and GBP's COS pages.

Allocation of Capital and Debt Service Costs

		Allocations ¹		
Debt Service	FY2026	Municipal	Green Bay Packaging	P&G
Debt Service - Municipal Only				
4198-29 Phase 2 Interceptor Rehabilitation	215,847	215,847	0	0
4198-45 DPF East Service Area Interceptor Rehabilitation	186,473	186,473	0	0
East Bayshore Lift Stations - Rehabilitation (260)	58,546	58,546	0	0
East River Lift Station - Upsizing & Force Main (401)	299,829	299,829	0	0
ERI Interceptor Rehabilitation (313) CWFL	908,782	908,782	0	0
Other General Obligation Debt				
2008 General Obligation - Re-issued March 2018	491,907	491,907	0	0
FRC & EFR Interceptor Rehabilitation (313) GO Note	1,303,200	1,303,200	0	0
Total Debt Service - Municipal Only	\$3,464,584	\$3,464,584	\$0	\$0
Debt Service - Common to All				
4198-24 GBF Electrical Generation Facility Project	207,925	186,771	9,226	11,928
4198-25 GBF RAS/WAS Improvements	661,562	594,257	29,354	37,951
4198-32 GBF Administration & Maintenance Building HVAC Replacement	206,037	185,076	9,142	11,820
4198-35 Combined Treatment Facilities Projects (Solids, Ferric Chloride, Gate Replacement, Bar Screens, M&C WAS)	299,945	269,430	13,309	17,207
4198-37 Consolidation/Conveyance Project (Chemical Feed Building)	878,892	789,477	38,997	50,419
4198-44 GBF R2E2 Solids Management Plan Construction	979,524	879,871	43,462	56,192
4198-52 GBF Disinfection System Upgrade Project	112,857	101,375	5,007	6,474
4198-99 GBF Solids Management Plan/R2E2 - Construction	8,495,135	7,630,871	376,930	487,334
4198-48 DPF UV Disinfection System Equipment Upgrade	270,535	243,012	12,004	15,520
4198-53 DPF Substation & Emergency Generator (2019 Budget)	850,124	763,635	37,720	48,768
4198-63 DPF - Tertiary Filter Replacement	582,251	523,015	25,835	33,402
DPF: Metro Pumping & Headworks Improvements 4198-73 (355)	656,583	589,785	29,133	37,666
GBF: Metro Pumping & Headworks Improvements (357)	404,458	363,310	17,946	23,202
GBF: North Plant Clarifiers Rehabilitation 4198-57 (358)	2,625,446	2,358,342	116,491	150,612
GBF: Thickening Improvements 4198-61 (356)	615,800	553,151	27,323	35,326
Other General Obligation Debt				
2008 General Obligation - Re-issued March 2018	287,043	257,840	12,736	16,467
Dec. 2007 Promissory Note to City of De Pere	160,485	144,158	7,121	9,206
GBF Solids Management Plan - Design	722,304	648,819	32,049	41,436
Total Debt Service - Common to All	\$19,016,906	\$17,082,196	\$843,782	\$1,090,928

		Allocations ¹		
Debt Service	FY2026	Municipal	Green Bay Packaging	P&G
Debt Service Offsets				
Mill Capital Charges (Georgia-Pacific)	(326,842)	(326,842)	0	0
4198-45 - De Pere Eastside Interceptor Rehabilitation	(120,071)	(120,071)	0	0
4198-29 - City of De Pere Rehabilitation Interceptor Ashwaubenon Creek Payment	(53,472)	(53,472)	0	0
Balance of Debt Payments Funded from ICR Reserve	(720,685)	(720,685)	0	0
Total Debt Service Offsets	(\$1,221,069)	(\$1,221,069)	\$0	\$0
TOTAL DEBT SERVICE	\$21,260,421	\$19,325,711	\$843,782	\$1,090,928
Annual Capital Outlay				
2026 Requests - Allocated to All	5,477,500	4,920,239	243,037	314,223
2026 Requests - Allocated to Municipal Only	0	0	0	0
TOTAL ANNUAL CAPITAL OUTLAY	\$5,477,500	\$4,920,239	\$243,037	\$314,223
TOTAL ANNUAL CAPITAL, DEBT SERVICE, AND CAPITAL RESERVES	\$26,737,921	\$24,245,950	\$1,086,820	\$1,405,151
Revenues & Transfers				
General Reserve Interest Offset	(25,076)	(25,076)	0	0
Miscellaneous Revenue Offset ²	(128,035)	(115,009)	(5,681)	(7,345)
Total Non-Rate Revenues (Capital-Related)	(\$153,111)	(\$140,085)	(\$5,681)	(\$7,345)
Contribution TO/(FROM) Capital Reserve	(\$600,000)	(\$538,958)	(\$26,622)	(\$34,420)
Net Annual Capital, Debt Service, and Operating Fund Capital Reserve	\$25,984,810	\$23,566,907	\$1,054,517	\$1,363,386

¹ Based on Revised Cost of Service Allocations from Raftelis Financial Consultants dated Dec 13 2022 (Table 7 – Option 2).

² Miscellaneous Revenues are sampling & lab analysis from City of De Pere, Village of Ashwaubenon; and lease payments from Green Bay Yachting Club, US Venture, and temporary interceptor leases.

³ Total Debt Collected in 2026 Budget is for 2027 debt obligation payments. Metropolitan Sewerage Districts are permitted to abate taxation by having sufficient funds available in designated debt service fund to pay their debt obligation payments for the following year. Metropolitan Sewerage Subchapter I 200.13(2).(5) permits Sewerage Districts to levy a tax upon property for its performance of duties.

Summary of Debt Service Schedule

The following table is a summary of existing and future capital projects that are or will be financed through the Wisconsin Clean Water Fund Program, General Obligation Sewerage Bonds or other loan instruments. The summary includes a brief description of Green Bay Facility (GBF), De Pere Facility (DPF) and Interceptor capital projects, the original loan amount, the required debt service payment to be collected for payment in the subsequent year, loan start date, and the last payment date.

The top of the table lists existing debt while the bottom of the table lists information for new debt.

The bottom of the page lists new plant and interceptor major capital projects, the estimated construction amount, and anticipated loan start date.

Issue	Description	Original Amount	2026 Budget for 2027 Debt Payments	Loan Date	Last Payment
Dec. 2007	Promissory Note to City of De Pere	2,000,000	160,485	12/28/2007	Dec 2027
Sep. 2008	2008 General Obligation - Re-issued March 2018	6,505,000	778,950	3/15/2028	May 2028
4198-25	GBF RAS/WAS Improvements	10,460,782	661,562	3/11/2009	May 2028
4198-35	Combined Treatment Facilities Projects (Solids, Ferric Chloride, Gate Replacement, Bar Screens, M&C WAS)	4,211,341	299,945	12/9/2009	May 2029
4198-37	Consolidation/Conveyance Project (Chemical Feed Building)	12,821,922	878,892	12/9/2009	May 2029
4198-29	Phase 2 Interceptor Rehabilitation	3,421,382	215,847	11/10/2010	May 2030
4198-24	GBF Electrical Generation Facility Project	3,246,148	207,925	12/22/2010	May 2030
4198-32	GBF Administration & Maintenance Building HVAC Replacement	3,133,312	206,037	4/10/2013	May 2032
Jul. 2013	GBF Solids Management Plan - Design	20,000,000	722,304	8/20/2013	May 2038
4198-45	DPF East Service Area Interceptor Rehabilitation	3,146,593	186,473	12/12/2012	May 2032
4198-48	DPF UV Disinfection System Equipment Upgrade	4,272,020	270,535	1/8/2014	May 2033
4198-44	GBF R2E2 Solids Management Plan Construction	15,209,242	979,524	8/13/2014	May 2034
4198-52	GBF Disinfection System Upgrade Project	1,850,000	112,857	12/23/2015	May 2035
4198-53	DPF Substation & Emergency Generator (2019 Budget)	14,630,180	850,124	6/30/2019	May 2039
4198-63	DPF - Tertiary Filter Replacement	9,487,118	582,251	11/10/2021	May 2041
4198-99	GBF Solids Management Plan/R2E2 - Construction	138,880,269	8,495,135	10/14/2015	May 2035
Oct.2025	FRC & EFR Interceptor Rehabilitation (313) GO Note	17,915,000	1,303,200	10/15/2025	May 2045
Total Existing Debt		\$271,190,309	\$16,912,047		
MAJOR CAPITAL: PLANT					
(New) ¹	DPF: Metro Pumping & Headworks Improvements 4198-73 (355)	24,300,000	656,583	6/1/2024	May 2047
(New) ¹	GBF: Metro Pumping & Headworks Improvements (357)	70,000,000	404,458	7/1/2027	May 2049
(New)	GBF: North Plant Clarifiers Rehabilitation 4198-57 (358)	39,060,000	2,625,446	3/1/2023	May 2046
(New) ¹	GBF: Thickening Improvements 4198-61 (356)	26,510,000	615,800	4/1/2024	May 2047
MAJOR CAPITAL: INTERCEPTORS					
(New) ¹	East Bayshore Lift Stations - Rehabilitation (260)	6,320,000	58,546	2/1/2027	May 2049
(New) ¹	East River Lift Station - Upsizing & Force Main (401)	11,710,000	299,829	2/1/2026	May 2047
(New)	ERI Interceptor Rehabilitation (313) CWFL	13,520,378	908,782	9/1/2025	May 2044
Total New Debt		191,420,378	\$5,569,444		
Grand Total with New Debt		\$462,610,687	\$22,481,490		

¹ Interest Only

Allocation of Operation and Maintenance Costs

The following tables show the budgeted operation and maintenance expenses allocated to "Common to All", "Municipal Only" and "Mill Only" users. The assignment of these expenses is in conformance with the Tripartite Agreements with Procter & Gamble and Green bay Packaging, and the most recent Cost Allocation Methodology report.

ITEM	Total	Common to All ¹					Municipal Only ¹		Mill Only ¹		
		Flow	BOD	TSS	PHOS	TKN	Flow	Industry	Flow	Direct	
Salaries & Benefits											
Laboratory & Research & Environmental Services											
Operational Testing	\$ 852,949	\$ 119,413	\$ 102,354	\$ 76,765	\$ 51,177	\$ 59,706	\$ 179,119	\$ 204,708	\$ -	\$ 59,706	
Water Quality Testing	1,060,280	1,060,280	0	0	0	0	0	0	0	0	
Total Laboratory Services	\$ 1,913,229	\$ 1,179,693	\$ 102,354	\$ 76,765	\$ 51,177	\$ 59,706	\$ 179,119	\$ 204,708	\$ -	\$ 59,706	
Treatment											
Pump Station	\$ 171,509	\$ 171,509	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Primary Treatment	230,442	230,442	-	-	-	-	-	-	-	-	
Grit Removal	30,012	-	-	30,012	-	-	-	-	-	-	
Aeration	330,588	-	165,294	-	-	165,294	-	-	-	-	
Final & Chlorine Contact Basins	294,667	294,667	-	-	-	-	-	-	-	-	
Filtration	43,909	43,909	-	-	-	-	-	-	-	-	
Primary Thickeners	114,478	687	10,303	102,801	687	-	-	-	-	-	
Waste Activated Sludge Thickeners	245,309	-	147,186	93,218	-	4,906	-	-	-	-	
Dewatering/Incineration	637,805	2,143	200,558	427,347	2,143	5,614	-	-	-	-	
Primary Sludge	357,107	2,143	32,140	320,682	2,143	-	-	-	-	-	
Secondary Sludge	280,698	-	168,419	106,665	-	5,614	-	-	-	-	
Incineration	764,176	2,134	277,125	474,612	2,134	8,171	-	-	-	-	
Primary Sludge	355,648	2,134	32,008	319,372	2,134	-	-	-	-	-	
Secondary Sludge	408,529	-	245,117	155,241	-	8,171	-	-	-	-	
Miscellaneous	353,840	988	128,319	219,762	988	3,783	-	-	-	-	
Grit Removal	233,416	326	42,324	72,485	117,034	1,248	-	-	-	-	
Filtration	297,345	830	107,831	184,674	830	3,179	-	-	-	-	
Solids, General	335,048	1,022	114,158	215,552	1,022	3,294	-	-	-	-	
Reclaimed Water	1,274	-	-	-	-	-	-	-	-	1,274	
Total Treatment	\$ 4,083,818	\$ 748,657	\$ 1,193,098	\$ 1,820,463	\$ 124,838	\$ 195,489	\$ -	\$ -	\$ -	\$ 1,274	
Maintenance/Engineering											
Maintenance	\$ 3,016,216	\$ 715,808	\$ 879,000	\$ 852,749	\$ 87,462	\$ 251,246	\$ 195,068	\$ -	\$ 34,883.36	\$ -	
Engineering	1,058,927	251,304	308,598	299,381	30,706	88,207	68,484	0	12,247	0	
Total All Above	\$ 10,072,191	\$ 2,895,462	\$ 2,483,050	\$ 3,049,358	\$ 294,182	\$ 594,649	\$ 442,671	\$ 204,708	\$ 47,130	\$ 60,981	
Business Services & Information Systems	\$ 2,783,811	\$ 816,867	\$ 700,517	\$ 860,284	\$ 82,995	\$ 167,762	\$ 124,886	\$ -	\$ 12,009	\$ 18,491	
Total Salaries & Benefit Costs	\$ 12,856,002	\$ 3,712,329	\$ 3,183,567	\$ 3,909,642	\$ 377,177	\$ 762,411	\$ 567,557	\$ 204,708	\$ 59,139	\$ 79,472	
Power											
Metro Pump	\$ 277,967	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 277,967	\$ -	\$ -	\$ -	
Mill Pump	20,161	-	-	-	-	-	-	-	20,161	-	
Reclaimed Water	108,381	-	-	-	-	-	-	-	-	108,381	
Secondary Effluent Pump	14,823	14,823	-	-	-	-	-	-	-	-	
Process Air Compressors	714,972	-	464,732	-	-	250,240	-	-	-	-	
Solids Building	456,087	1,274	165,398	283,266	1,274	4,876	-	-	-	-	
Primary Sludge	212,263	1,274	19,104	190,612	1,274	-	-	-	-	-	
Secondary Sludge	243,824	-	146,295	92,653	-	4,876	-	-	-	-	
All Other Plant	772,869	183,417	225,233	218,507	22,411	64,379	49,984	-	8,938	-	
Total Power	\$ 2,365,261	\$ 199,514	\$ 855,363	\$ 501,772	\$ 23,685	\$ 319,496	\$ 327,951	\$ -	\$ 29,100	\$ 108,381	
Fuel											
Fuel - Diesel for Generators	\$ 12,906	\$ 12,906	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Building	372,431	88,385	108,536	105,294	10,799	31,023	24,086	-	4,307	-	
Incineration & Process	374,697	1,046	135,882	232,716	1,046	4,006	-	-	-	-	
Primary Sludge	174,384	1,046	15,695	156,597	1,046	-	-	-	-	-	
Secondary Sludge	200,313	0	120,188	76,119	0	4,006	0	0	0	0	
Total Fuel	\$ 760,035	\$ 102,338	\$ 244,418	\$ 338,010	\$ 11,846	\$ 35,029	\$ 24,086	\$ -	\$ 4,307	\$ -	
Chemicals											
Sodium Hypochlorite	\$ 454,692	\$ 454,692	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Thickening Polymer	122,640	-	73,584	46,603	-	2,453	-	-	-	-	
Gravity Thickener Polymer	-	-	-	-	-	-	-	-	-	-	
Dewatering Polymer	490,560	1,370	177,900	304,676	1,370	5,245	-	-	-	-	
Primary Sludge	228,307	1,370	20,548	205,019	1,370	-	-	-	-	-	
Secondary Sludge	262,253	-	157,352	99,656	-	5,245	-	-	-	-	
Sodium Bisulfite	165,622	165,622	-	-	-	-	-	-	-	-	
Ferric Chloride	260,525	130,263	-	-	130,263	-	-	-	-	-	

ITEM	Total	Common to All ¹					Municipal Only ¹		Mill Only ¹	
		Flow	BOD	TSS	PHOS	TKN	Flow	Industry	Flow	Direct
Odor Control	-	-	-	-	-	-	-	-	-	-
Magnesium Chloride	-	-	-	-	-	-	-	-	-	-
Sodium Hydroxide – Air Pollution	28,520	80	10,343	17,713	80	305	-	-	-	-
Sodium Hydroxide – Nutrient Removal	-	-	-	-	-	-	-	-	-	-
Activated Carbon	-	-	-	-	-	-	-	-	-	-
Aqua Ammonia	-	-	-	-	-	-	-	-	-	-
Reclaimed Water	66,094	-	-	-	-	-	-	-	-	66,094
Other Chemicals	176,300	176,300	-	-	-	-	-	-	-	-
Total Chemicals	\$ 1,764,953	\$ 928,326	\$ 261,826	\$ 368,992	\$ 131,712	\$ 8,003	\$ -	\$ -	\$ -	\$ 66,094
Maintenance & Repairs										
Maintenance & Repairs	\$ 2,465,274	\$ 583,987	\$ 717,126	\$ 695,710	\$ 71,355	\$ 204,978	\$ 159,145	\$ -	\$ 28,459	\$ 4,514
All Other Expenses										
Solid Waste	\$ 366,899	\$ 1,025	\$ 133,054	\$ 227,872	\$ 1,025	\$ 3,923	\$ -	\$ -	\$ -	\$ -
Primary Sludge	170,755	1,025	15,368	153,338	1,025	-	-	-	-	-
Secondary Sludge	196,144	-	117,686	74,535	-	3,923	-	-	-	-
DNR Environmental Fees	187,520	1,369	63,129	66,602	42,343	14,077	-	-	-	-
Other Miscellaneous	6,616,427	1,570,210	1,928,190	1,870,606	191,858	551,138	427,904	-	76,521	-
Biogas Treatment	-	-	-	-	-	-	-	-	-	-
Total All Other	\$ 7,170,846	\$ 1,572,603	\$ 2,124,374	\$ 2,165,081	\$ 235,226	\$ 569,138	\$ 427,904	\$ -	\$ 76,521	\$ -
Total Treatment Plant O & M	\$ 27,382,370	\$ 7,099,097	\$ 7,386,674	\$ 7,979,207	\$ 851,001	\$ 1,899,054	\$ 1,506,643	\$ 204,708	\$ 197,526	\$ 258,460
Field Services O & M										
Pretreatment	\$ 172,656	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 172,656	\$ -	\$ -
Municipal Interceptors	902,331	-	-	-	-	-	902,331	-	-	-
Mill Interceptors	1,112	-	-	-	-	-	-	-	212	900
Sustana Fiber Force Main	26,101	-	-	-	-	-	-	-	-	26,101
Municipal Metering Stations	169,373	-	-	-	-	-	169,373	-	-	-
Mill Metering Stations	34,982	-	-	-	-	-	-	-	-	34,982
Municipal Lift Stations	\$ 183,312	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 183,312	\$ -	\$ -	\$ -
Subtotal	\$ 1,489,867	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,255,016	\$ 172,656	\$ 212	\$ 61,983
All Other (Field Services Salaries after distribution)	\$ 750,565	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 632,707	\$ 87,043	\$ 107	\$ 30,708
Total Interceptor System O & M	\$ 2,240,432	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,887,723	\$ 259,699	\$ 318	\$ 92,691
Total O & M Costs	\$ 29,622,802	\$ 7,099,097	\$ 7,386,674	\$ 7,979,207	\$ 851,001	\$ 1,899,054	\$ 3,394,366	\$ 464,407	\$ 197,845	\$ 351,151
Distribution to Participants										
Municipal	\$ 26,491,753	\$ 5,845,540	\$ 7,034,126	\$ 7,169,524	\$ 797,818	\$ 1,785,974	\$ 3,394,366	\$ 464,407	\$ -	\$ -
Sustana Fiber	55,816	-	-	-	-	-	-	-	-	55,816
Green Bay Packaging	1,211,186	387,278	186,427	213,205	51,467	95,748	-	-	61,075	215,985
Procter & Gamble	1,864,046	866,279	166,122	596,479	1,716	17,332	-	-	136,769	79,350
Total	\$ 29,622,802	\$ 7,099,097	\$ 7,386,674	\$ 7,979,207	\$ 851,001	\$ 1,899,054	\$ 3,394,366	\$ 464,407	\$ 197,845	\$ 351,151

¹ Expenses are first allocated to cost components (Flow, BOD, TSS, PHOS, TKN) and then allocated to Municipal and Mill customers based on projected annual wastewater flows and loadings.

Interceptor System O&M

The following table is the interceptor system operation and maintenance (O&M) expenses that are budgeted from NEW Water's Field Services and Maintenance Departments. The tables shows the distribution of the O&M expenses to the three paper mills (Procter & Gambe, Green Bay Packaging and Sustana Fiber) as well as GBMSD meter stations, interceptors, lift stations and Pretreatment Program. The process to separate O&M expenses is done in conformance of the most recent Cost Allocation Methodology report and Tripartite Agreements with Procter & Gambe and Green Bay Packaging and an service agreement with Sustana Fiber. The separation of O&M costs is required to develop the Municipal, Total Mills and Sustana Fiber cost of service unit rates.

Mills						
Account Name	P&G Meter Station	P&G Interceptor	GBP Meter Station	GBP Interceptor	Sustana Fiber Force Main	Total
Salaries - P&G Interceptor		80				\$ 80
Benefits - P&G Interceptor		26				26
Salaries - P&G Meter Station	14,331					14,331
Benefits - P&G Meter Station	4,631					4,631
Salaries - GBP Interceptor				80		80
Benefits - GBP Interceptor				26		26
Salaries - GBP Meter Station			9,162			9,162
Benefits - GBP Meter Station			2,961			2,961
Salaries - Sustana Fiber - Force Main					80	80
Benefits - Sustana Fiber - Force Main					26	26
Salaries - Sustana Fiber - Meter Station					18,324	18,324
Benefits - Sustana Fiber - Meter Station					5,921	5,921
Repair & Maintenance (R & M) - P&G Interceptor	-	450				450
R & M - P&G Meter Station	1,080					1,080
Phones - P&G	675					675
Power - P&G	-					-
Repair & Maintenance (R & M) - GBP Interceptor			-	450		450
R & M - GBP Meter Station			1,071			1,071
Phones - GBP			1,071			1,071
Power - GBP			-			-
R & M - Force Main					1,500	1,500
R & M - Meter Station					250	250
Chemicals					-	-
Total	\$ 20,717	\$ 556	\$ 14,265	\$ 556	\$ 26,101	\$ 62,195

GBMSD Interceptors, Meter and Lift Stations, Pretreatment		
Account Name	Interceptor, Meter and Lift Stations	Pretreatment
Salaries - Pretreatment		\$ 123,044
Salaries - GBMSD Interceptors, Meter and Lift Stations	285,961	
Benefits - Pretreatment		39,762
Benefits - GBMSD Interceptors, Meter and Lift Stations	92,408	
Pretreatment Program		9,850
R & M - East Bayshore System Lift Stations	65,534	
R & M - East Bayshore Force Main	1,500	
R & M - East River Lift Station	30,672	
R & M - GBMSD Interceptors - Field Services	118,415	
R & M - GBMSD Interceptors - Engineering	231,000	
R & M - Old Plank Lift Station	4,036	
R & M - Interplant Force Main	73,675	
R & M - GBMSD Meter Stations	63,978	
R & M - Chemical Feed Building	1,520	
Phones - Meter/Lift Stations	78,160	
Phones - Chemical Feed Building	-	
Power - Meter Stations	23,300	
Power - Chemical Feed Building	2,415	
Power - Old Plank Lift Station	2,000	
Power - East Bayshore Lift Stations	35,000	
Power - East River Lift Station	44,900	
Water - East River Lift Station	1,170	
Chemicals - Old Plank Lift Station	-	
Chemicals - De Pere Conveyance	56,784	
Chemicals - Chemical Feed Building	-	
Chemicals - Bayshore Interceptor	42,588	

Total	\$ 1,255,016	\$ 172,656
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Salaries and Benefits Distribution

The upper table shows NEW Water's total salary and benefit distribution by departments and the number of full time employees (FTEs) per department. The bottom table is slightly different than the upper table because it removes some Maintenance and Field Services Department salaries and benefits assigned to NEW Water interceptors and meter stations that are considered Municipal Only expenses. The remaining salary and benefit expenses in the lower table are considered Common to All user expenses. The salary and benefits expenses are separated in conformance with the most recent Cost Allocation Methodology report, Tripartite Agreements with Procter & Gamble and Green Bay Packaging, and a service agreement with Sustana Fiber to develop Municipal, Total Mills and Sustana Fiber cost of service unit rates.

Salaries and Benefits BEFORE Distribution to Interceptor & Meter Stations										
Description	Commission	Business Services ¹	Laboratory Services	Treatment & EHS	Maintenance	Engineering	Information Technology	Field Services	Watershed Management	Total
Gross Salaries	\$4,200	\$1,309,960	\$818,251	\$3,074,088	\$2,251,333	\$796,984	\$801,294	\$984,006	\$659,502	\$10,699,616
Long Term Disability	-	6,596	4,225	14,297	11,639	4,315	4,344	4,781	3,451	53,649
Dental Insurance	-	9,281	5,695	17,020	11,860	5,630	6,480	4,716	2,110	62,792
Health Insurance	-	218,109	144,595	439,102	411,407	118,495	102,700	128,066	35,811	1,598,287
Life Insurance	-	3,281	2,649	6,125	7,377	2,053	3,080	1,986	912	27,462
Wisconsin Retirement	-	90,331	57,392	216,669	158,117	57,400	57,405	68,977	45,361	751,650
FICA & Medicare	321	96,436	60,928	204,476	166,660	61,929	61,253	68,684	50,005	770,693
Worker's Compensation	7	3,546	13,921	52,299	38,302	12,121	1,372	16,741	6,911	145,220
Uniforms	-	-	1,510	14,892	21,552	-	-	7,400	-	45,354
Employee Assistance	-	3,816	-	-	-	-	-	-	-	3,816
Wellness Program	-	-	-	43,575	-	-	-	-	-	43,575
Totals	\$4,528	\$1,741,356	\$1,109,167	\$4,082,544	\$3,078,248	\$1,058,927	\$1,037,927	\$1,285,356	\$804,062	\$14,202,116
Number of FTEs:	5	13	9	29	24	7	7	10	5	104

Salaries and Benefits AFTER Distribution to Interceptor & Meter Stations										
Description	Commission	Business Services ¹	Laboratory Services	Treatment & EHS	Maintenance	Engineering	Information Technology	Field Services	Watershed Management	Total
Gross Salaries	\$4,200	\$1,309,960	\$818,251	\$3,074,088	\$2,204,451	\$796,984	\$801,294	\$579,826	\$659,502	\$10,248,554
Long Term Disability	0	6,596	4,225	14,297	\$11,404	4,315	4,344	\$2,754	3,451	51,387
Dental Insurance	0	9,281	5,695	17,020	\$11,585	5,630	6,480	\$2,344	2,110	60,145
Health Insurance	0	218,109	144,595	439,102	\$404,404	118,495	102,700	\$67,690	35,811	1,530,908
Life Insurance	0	3,281	2,649	6,125	\$7,256	2,053	3,080	\$949	912	26,305
Wisconsin Retirement	0	90,331	57,392	216,669	\$154,824	57,400	57,405	\$39,323	45,361	718,704
FICA & Medicare	321	96,436	60,928	204,476	\$163,074	61,929	61,253	\$47,183	50,005	745,606
Worker's Compensation	7	3,546	13,921	52,299	\$37,666	12,121	1,372	\$3,096	6,911	130,939
Uniforms	0	0	1,510	14,892	\$21,552	0	0	\$7,400	0	45,354
Employee Assistance	0	3,816	0	0	\$0	0	0	\$0	0	3,816
Wellness Program	0	0	0	43,575	\$0	0	0	\$0	0	43,575
Totals	\$4,528	\$1,741,356	\$1,109,167	\$4,082,544	\$3,016,216	\$1,058,927	\$1,037,927	\$750,565	\$804,062	\$13,605,293
Difference:	\$0	\$0	\$0	\$0	(\$62,032)	\$0	\$0	(\$534,791)	\$0	(\$596,823)
Number of FTEs:	5	13	9	29	24	7	7	10	5	104

¹ Business Services includes Executive Director and Human Resources

Employee Headcount Report

The following table shows NEW Water's employee headcount by divisions and departments as well as the number of appointed Commissioners. The middle "Position Changes" table indicates the headcount/position changes by division and department that occurred with the past budget and that will occur with this budget. The bottom table shows the organizational structure of the departments contained within each division.

DIVISIONS AND DEPARTMENTS	2025 BUDGET HEADCOUNT	2026 BUDGET HEADCOUNT
Business Services including Non-Departmental ¹	13	13
Laboratory & Research	9	9
Treatment including Health and Safety	29	29
Maintenance	24	24
Engineering	7	7
Information Technology	7	7
Field Services	10	10
Watershed Management	5	5
Total Headcount without Commissioners ²	104	104
Commissioners	5	5

Position Changes			
Divisions	Department	Changes for 2025	Changes for 2026
Operations	Treatment	Add (2) Operator I	

Divisions & Departments classification for referencing				
BUSINESS SERVICES	TECHNICAL SERVICES	OPERATIONS	ENVIRONMENTAL PROGRAMS	NON-DEPARTMENTAL
Accounting Public Affairs and Education Information Technology Administrative Services	Engineering Field Services	Maintenance Treatment Environmental, Health and Safety	Watershed Management Laboratory & Research	Commission District Wide Executive Director and HR Mills (P&G/GBP) Sustana Fiber

¹ Non-Departmental Division includes Executive Director & Human Resources

² Total Full-Time and Part-Time positions

5-Year Capital Improvement Plan

The following tables identify NEW Water's 5-Year Capital Improvement Plan. The table is broken into three major sections: Major Capital – Wastewater Treatment Facilities, Major Capital – Interceptors, and Departmental Annual Capital Investments. The two major capital sections list significant capital projects that could be cash funded through NEW Water financial reserves or through a Clean Water Fund Loan that will require annual debt service payments. These projects will eventually be completed and then listed on the "Allocation of Capital and Debt Service Costs" tables for future annual debt collection. The Departmental Annual Capital Investments section is comprised of smaller capital projects that are financed through funds collected through the annual budget and expenses within the same budget years.

Notes at the bottom of the tables indicates funding and collection conditions related to some major capital projects.

2025 Budget	2026	2027	2028	2029	2030
(1) Major Capital					
DPF: Aeration Basin Improvements		\$ 286,000	\$ 571,000	\$ 6,171,000	\$ 18,727,000
DPF: Compressor Upgrades			\$ 230,000	\$ 4,763,000	\$ 775,000
DPF: Final Clarifiers & RAS Improvements		\$ 340,000	\$ 2,499,000	\$ 7,599,000	
DPF: Metro Pumping & Headworks Improvements	\$ 9,400,000	\$ 7,900,000			
DPF: Tertiary Enhancement - Chemical Coagulation and Sedimentation					\$ 2,315,000
DPF: UV Disinfection Expansion				\$ 340,000	\$ 455,000
GBF: Aeration Basin Improvements				\$ 235,000	\$ 4,049,000
GBF: Aeration Blower Improvements			\$ 286,000	\$ 571,000	\$ 18,931,000
GBF: Biosolids Handling and Storage Improvements	\$ 740,000	\$ 1,376,000	\$ 12,240,000	\$ 2,703,000	
GBF: Maintenance Building Addition			\$ 400,000	\$ 2,200,000	\$ 3,300,000
GBF: Metro Pumping & Headworks Improvements	\$ 1,800,000	\$ 14,950,000	\$ 29,700,000	\$ 22,250,000	
GBF: North Plant Clarifiers Rehabilitation	\$ 6,600,000				
GBF: Sludge Screening Improvements					\$ 286,000
GBF: South Complex Final Clarifiers Rehabilitation				\$ 398,000	\$ 61,000
GBF: Thickening Improvements	\$ 9,600,000	\$ 7,800,000	\$ 3,600,000		
Interplant Wastewater Force Main - Phase 2		\$ 56,000	\$ 1,198,000		
(2) Interceptor Major Capital					
East Bayshore Lift Stations - Rehabilitation	\$ 230,000	\$ 2,155,000	\$ 1,955,000	\$ 1,755,000	
East River Lift Station - Upsizing & Force Main	\$ 5,615,000	\$ 5,615,000			
East Tower Drive Interceptor Rehabilitation - Phase 1		\$ 60,000	\$ 1,510,000		
East Tower Drive Interceptor Rehabilitation - Phase 2			\$ 360,000	\$ 8,630,000	
ERI Interceptor Rehabilitation	\$ 677,000				
FRC & EFR Interceptor Rehabilitation	\$ 300,000				
Lawrence Sewers Upsizing					\$ 2,713,000
NEI & SEI Rehabilitation				\$ 112,000	\$ 1,163,000
Ninth Street Interceptor Improvements		\$ 418,000	\$ 4,824,000		
Quincy Street Interceptor Improvements				\$ 653,000	\$ 6,487,000
West Fox River Interceptor Relay and Rehabilitation	\$ 384,000	\$ 384,000	\$ 5,635,000	\$ 5,117,000	
West Tower Drive Interceptor Rehabilitation				\$ 71,000	\$ 1,785,000
(3) Maintenance Annual Capital					
DPF: Fence Replacement Project			\$ 120,000		
DPF: Replace roof - Administration Building		\$ 53,000			
DPF: Replace roof - Sludge Control Tank Building		\$ 80,000			
GBF and DPF: Fire Alarm Control Panel Upgrades		\$ 400,000	\$ 200,000		
GBF: Biogas Membrane Storage Replacement			\$ 415,000		
Vehicle ID# 101 Replacement (Utilities)		\$ 60,000			
Vehicle ID# 109 Replacement (E&I)		\$ 60,000			
Vehicle ID# 110 Replacement (Watershed)			\$ 30,000		
Vehicle ID# 112 Replacement (Mechanics)		\$ 50,000			
Vehicle ID# 113 Replacement (Utilities)			\$ 45,000		
Vehicle ID# 114 Replacement (Utilities)					\$ 40,000
Vehicle ID# 115 Replacement (Field Services)	\$ 80,000				
Vehicle ID# 118 Replacement (Admin)				\$ 30,000	
Vehicle ID# 156 Replacement (Admin)				\$ 30,000	

2025 Budget	2026	2027	2028	2029	2030
Vehicle ID# 158 Replacement (Admin)				\$ 30,000	
(4) Information Technology Annual Capital					
Data Center Servers		\$ 75,000	\$ 75,000		
DPF: Fiber Optic Network Enhancement/Upgrade		\$ 60,000			
GBF: Audio/Visual Rm Equipment Replacement		\$ 40,000			
GBF: Continuous Emissions Monitoring (CEM)		\$ 60,000			
GBF: County Wide Radio Communications Phase II	\$ 60,000				
GBF: Financial Software Replacement/Upgrade					\$ 250,000
GBF: & DPF: Rockwell Asset Manager			\$ 100,000		
GBF: & DPF: WatchGuard Firewall Upgrade					\$ 50,000
Maximo Upgrades	\$ 150,000				
Rockwell Factory Talk SCADA Upgrade	\$ 240,000				
(5) Engineering Annual Capital					
AHU Replacment North Plant Mechanical Buildings		\$ 500,000	\$ 2,000,000		
GBF: Administration Building North HVAC Improvements	\$ 1,050,000				
GBF: Dryer Condenser Improvements			\$ 500,000		
GBF: Hot Oil Economizer Replacement	\$ 1,560,000	\$ 1,810,000			
GBF: Misc. Pumping and HSW Improvements	\$ 2,300,000	\$ 2,000,000			
GBF: Potable & Heating Water Loop Improvements		\$ 1,000,000			
Green Infrastructure - East River Lift Station			\$ 70,000		
(6) Field Services Annual Capital					
Billing Program Design & Implementation			\$ 165,000		
(7) Laboratory Annual Capital					
Ion Chromatography System		\$ 60,000			
Lab Refrigerator	\$ 37,500				
Metals Lab: PE ICP		\$ 108,000			
(8) Watershed Annual Capital					
None					
(9) Annual Capital Renewal & Replacement					
Interceptor Renewal & Replacement			\$ 126,000	\$ 130,000	\$ 134,000
Wastewater Treatment Facility Renewal & Replacement			\$ 2,654,000	\$ 4,325,000	\$ 4,116,000
Grand Total	\$ 40,823,500	\$ 47,756,000	\$ 71,508,000	\$ 68,113,000	\$ 65,637,000

Summary					
(1) Major Capital	\$ 28,140,000	\$ 32,708,000	\$ 50,724,000	\$ 47,230,000	\$ 48,899,000
(2) Interceptor Major Capital	\$ 7,206,000	\$ 8,632,000	\$ 14,284,000	\$ 16,338,000	\$ 12,148,000
(3) Maintenance Annual Capital ^A	\$ 80,000	\$ 703,000	\$ 810,000	\$ 90,000	\$ 40,000
(4) Information Technology Annual Capital ^A	\$ 450,000	\$ 235,000	\$ 175,000		\$ 300,000
(5) Engineering Annual Capital ^A	\$ 4,910,000	\$ 5,310,000	\$ 2,570,000		
(6) Field Services Annual Capital ^A			\$ 165,000		
(7) Laboratory Annual Capital ^A	\$ 37,500	\$ 168,000			
(8) Watershed Annual Capital ^A					
(9) Annual Capital Renewal & Replacement ^A			\$ 2,780,000	\$ 4,455,000	\$ 4,250,000
Grand Total	\$ 40,823,500	\$ 47,756,000	\$ 71,508,000	\$ 68,113,000	\$ 65,637,000
^A Total Annual Capital	\$ 5,477,500	\$ 6,416,000	\$ 6,500,000	\$ 4,545,000	\$ 4,590,000

Annual Capital

The following table is a summary of Annual Capital from the Departmental Annual Capital Investments section of the 5-Year Capital Improvement Plan.

Item Description	Common to All or Municipal Only	Amount
BUSINESS SERVICES		
Information Technology		
GBF: County Wide Radio Communications Phase II	Common to All	60,000
Rockwell Factory Talk SCADA Upgrade	Common to All	240,000
Maximo Upgrades	Common to All	150,000
Total Information Technology		450,000
Total Business Services		450,000
Operations		
Maintenance		
Vehicle ID# 115 Replacement (Field Services)	Common to All	80,000
Total Maintenance		80,000
Total Operations		80,000
Technical Services		
Engineering		
GBF: Administration Building North HVAC Improvements	Common to All	1,050,000
GBF: Misc. Pumping and HSW Improvements *	Common to All	2,300,000
GBF: Hot Oil Economizer Replacement	Common to All	1,560,000
Total Engineering		4,910,000
Field Services		
	Common to All	-
Total Field Services		-
Total Technical Services		4,910,000
Environmental Programs		
Laboratory		
Lab Refrigerator	Common to All	37,500
Total Laboratory		37,500
Total Environmental Programs		37,500
Total Annual Capital Items		\$ 5,477,500

* Project will be partially funded (\$500K) from Plant Capital Replacement Reserves (PCRR)

Publication

Notice is hereby given that a budget for the fiscal year ending December 31, 2026 has been prepared by the Commissioners of the Green Bay Metropolitan Sewerage District and that the following is a summary of such budget to wit: a summary of the revenues and expenses for the fiscal year ending December 31, 2024; nine months actual and estimated year-end revenues and expenses for fiscal year ending December 31, 2025.

Amounts in (000)		Actual Fiscal Year Ending 12/31/2024	9 Months Actual Through 9/30/2025	Projected Through 12/31/2025	Adopted Budget 2025	Proposed Budget 2026	Budget to Budget Percentage Change
	Municipal User Fees	\$44,182	\$35,118	\$46,372	\$45,970	\$48,996	6.6%
	P&G User Fees	\$1,836	\$1,133	\$1,568	\$1,736	\$1,746	0.6%
	GBP User Fees	\$1,121	\$749	\$945	\$871	\$963	10.6%
	Mills Direct Charges	\$330	\$214	\$288	\$356	\$351	-1.5%
	P&G Capital Charges	\$1,411	\$1,072	\$1,191	\$1,191	\$1,363	14.5%
	GBP Capital Charges	\$905	\$921	\$921	\$921	\$1,055	14.5%
	General Reserve Interest	\$123	\$95	\$127	\$25	\$25	0.0%
	Other Revenues	\$1,338	\$1,324	\$1,589	\$1,324	\$1,287	-2.8%
	Sub-Total	\$51,245	\$40,627	\$53,001	\$52,395	\$55,786	6.5%
	Reserve Transfers	-\$1,398	-\$2,400	-\$1,007	\$1,194	\$1,796	50.4%
	Total Revenues	\$49,849	\$38,227	\$51,994	\$53,589	\$57,582	7.5%
Expenses	Salaries & Benefits	\$13,024	\$9,560	\$13,202	\$13,700	\$14,203	-3.7%
	Power	\$2,246	\$1,693	\$2,313	\$2,444	\$2,365	3.2%
	Contracted Services	\$3,479	\$2,363	\$3,424	\$4,033	\$4,437	-10.0%
	Maintenance & Repairs	\$2,403	\$1,826	\$2,562	\$2,558	\$2,517	1.6%
	Chemicals	\$1,825	\$1,494	\$1,710	\$1,858	\$1,713	7.8%
	Natural Gas & Fuel Oil	\$855	\$494	\$736	\$719	\$760	-5.6%
	Solid Waste Disposal	\$244	\$202	\$341	\$385	\$367	4.7%
	Interceptor System	\$260	\$170	\$757	\$772	\$893	-15.7%
	Information Technology & Administrative	\$998	\$897	\$956	\$1,010	\$1,018	-0.8%
	Insurance	\$536	\$417	\$556	\$565	\$586	-3.8%
	Supplies	\$264	\$172	\$261	\$269	\$279	-3.6%
	Employee Training & Development	\$143	\$124	\$153	\$193	\$190	1.4%
	Travel and Meetings	\$81	\$58	\$72	\$113	\$106	6.0%
	DNR Environmental Fees	\$177	\$174	\$174	\$193	\$188	2.7%
	Total Operating & Maintenance Expenses	\$26,537	\$19,644	\$27,217	\$28,812	\$29,623	-2.8%
	Debt Service ¹	\$18,066	\$15,710	\$20,947	\$20,947	\$22,481	-7.3%
	Annual Capital	\$5,247	\$2,873	\$3,830	\$3,830	\$5,478	-43.0%
	Total Debt Service and Annual Capital	\$23,313	\$18,583	\$24,777	\$24,777	\$27,959	-12.8%
	Total Expenses	\$49,849	\$38,227	\$51,994	\$53,589	\$57,582	-7.5%

The above listed budget in detail form and the financial accounts for the years ending December 31, 2024 and December 31, 2025 and the proposed budget in detail form for the year ending December 31, 2026 are available at the office of the Green Bay Metropolitan Sewerage District (GBMSD), 2231 North Quincy Street, Green Bay, WI. The 2026 budget hearing and adoption was held at the GBMSD office on December 3, 2025 at 8:30 a.m. The publication as been published in the Green Bay Press Gazette on November 12, 2025.

Year	Tax Levy
2022	\$0
2023	\$0
2024	\$0
2025	\$0
2026	\$0
09/30/2025	\$165,814.685

¹ Debt Service for 2026 Budget reflects collection in 2026 for 2027 Debt Payments.



Protecting our most valuable resource, water



www.newwater.us

2231 North Quincy Street
Green Bay, WI 54302

(920)432-4893

Qualls, Nathan

From: Qualls, Nathan
Sent: Monday, October 27, 2025 3:53 PM
To: 'Sean Gehin'; Jim March (jim.march@villageofallouezwi.gov)
Cc: Garrison, Tricia; Clausen, Beth
Subject: NEW Water Follow-Up for Village Board

Sean and Jim,
Please forward this response to the Village Board in follow-up to our presentation earlier this month.

Thank you to the Village Board for the opportunity to present at the meeting earlier in October. We appreciate the engagement and the thorough questions from the Trustees.

There were a few items that we felt warranted additional follow-up:

- Contracted services vs. employing more staff

NEW Water utilizes several services through our Contracted Services budget ranging from legal to lawn services, engineers to elevator maintenance services, and dozens more. Some services occur year after year, but many of these services are specific to the project and expertise needed in a given year. This wide variety of specialties and needs does not allow NEW Water to avoid the contracting of these services with the hiring of more employees. NEW Water will continue to evaluate this and make staffing recommendations when they are cost-effective.

- 50/50 split O&M vs Capital – is this typical?

Since about 2015, NEW Water has seen our expenditure balance approaching the 50/50 O&M/Capital split. This has been due to the need to address aging infrastructure, regulatory, and capacity concerns which is generally accomplished through debt financing to have multi-generational equity (i.e., future users assisting with payment for infrastructure projects).

Our experience is that the split between O&M/Capital is highly dependent on utility specific situations, so it is difficult to say that it is typical or not. Based on high-level review of recent budgets, Milwaukee MSD and Madison MSD appear to have an O&M /Capital split of 30/70 and 45/55, respectively.

- A question was raised about the current level of cash reserves and whether it was appropriate. We offer the following response:

As referenced in the question, at the close of 2024 NEW Water had approximately \$58.4M in unrestricted cash reserves. NEW Water has been utilizing a strategic financial plan to evaluate the balance of user fee revenue and the use of cash reserves as we continue in a capital-intensive period to address aging infrastructure. Our recent strategy, which we have communicated with our Municipal and Industrial Customers, has been to manage municipal user fees to 5.5% - 7.0% year-over-year increases. The following table demonstrates that there is a plan to utilize available reserves during 2026 – 2034.

Current Assets: Cash and Investments at 12/31/2024	58,396,772
Near-term project specific fund use	(5,008,201)
Min Balance per policy (includes 180 days of working capital)	(21,097,330)
Estimated balance at 12/31/2025	32,291,241
Reserve use 2026-2034 to stabilize rate increase between 5.5-7%	(32,248,000)
Estimated balance at 12/31/2034	43,241

NEW Water will continue to work with our Commission and customers to evaluate this strategy over the coming years.

- Time of our Commission's budget meeting

NEW Water staff and the Commission discussed the Trustee's request to hold an evening budget hearing. We have continued to hold our meetings – including Commission meetings and budget hearings - during the typical workday when our Municipal Customer's representatives are most readily available.

As a wholesale provider of services to 15 Municipalities, NEW Water does not have municipal residents as direct customers. However, NEW Water does have an active outreach program to engage and inform residents of its municipalities. To enhance this outreach, we can certainly work with our Municipal Customers to coordinate additional meetings / activities to better reach their residents, in evening / outside normal business hours, where a holistic discussion of sanitary sewer services can be explained.

We appreciate the ongoing engagement with our Municipal Customers and the opportunity to discuss the NEW Water budget. Please reach out directly to me with any further questions or follow-up.

Best regards,

Nathan R. Qualls, P.E. | Executive Director
Green Bay Metropolitan Sewerage District



T: (920) 438-1032 | E: nqualls@newwater.us | C: (920) 737-6985 | www.newwater.us

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Service Appreciation Resolution

WHEREAS, Kathryn Hasselblad has steadfastly and devotedly served the Green Bay Metropolitan Sewerage District since August 1993 and;

WHEREAS, she has shared her professional knowledge, community expertise, and regional perspective for the betterment of the Green Bay Metropolitan Sewerage District, and;

WHEREAS, she was instrumental in developing a partnership between the Green Bay Metropolitan Sewerage District and the Green Bay Water Utility, which continues to flourish, and;

WHEREAS, under her leadership the Green Bay Metropolitan Sewerage District accomplished the following: completed transformational solids handling facilities to enable the Green Bay Metropolitan Sewerage District to recover valuable resources from wastewater, approved implementation of a watershed-based approach with new partnerships to cost-effectively reduce nutrient and sediment discharges to area waters, supported economic development and effluent reuse, successfully navigated a response to the COVID-19 pandemic, and approved a liquids facilities plan to replace aging infrastructure and ensure long-term capacity and permit compliance;

WHEREAS, her broad experience, great insight, thoughtful leadership, and work toward consensus have been key elements in the many accomplishments of the Commission during her tenure;

NOW, THEREFORE, BE IT RESOLVED that the Green Bay Metropolitan Sewerage District recognizes Kathryn Hasselblad for her faithful service with a commendation and expression of gratitude and hereby makes this commendation a part of its official record.

Resolution #2025-010

Dated:

Thomas Meinz, Commission Secretary

Al Herrman, Commission Vice President

Memorandum

TO: Commission
Nathan Qualls

FROM: Courtney Mueller

DATE: November 6, 2025

SUBJECT: Clean Water Fund Loan 4198-98 De Pere Facility Pumping and Headworks Phase 2

Background

On May 28, 2025, a contract request was presented and approved by the Commission to award Miron Construction Company the construction contract for the De Pere Facility Pumping and Headworks Phase 2. Project funding was anticipated through a Clean Water Fund Loan.

The De Pere Facility Pumping and Headworks Project has been separated into two Clean Water State Revolving Fund Loan phases. The Phase 1 loan was for equipment procurement, and the Phase 2 loan is for the construction contract. NEW Water staff worked with the WDNR to close out the Phase 1 loan in September 2025.

The Clean Water Fund Loan application for Phase 2 was submitted for improvements to the influent pumping, screening, grit removal and washing, electrical and HVAC systems, and control infrastructure at the De Pere Facility (DPF).

This project is scheduled for Substantial Completion on September 30, 2027.

Recommendation

Staff is requesting Commission approval of the General Obligation Note to start the process of closing the Clean Water Fund Program loan for the De Pere Facility Pumping and Headworks Phase 2 in the amount of \$23,491,266. This note will be issued at the subsidized interest rate of 2.585% within the 20-year limitations. Upon approval, the State of Wisconsin has scheduled the note closing for December 10, 2025.

Attached are the Financial Assistance Agreement and Municipal Obligation Resolution for Commission approval and signatures by the Commission President and Secretary.



Commission Action

Request Commission approval of the Resolution Authorizing the Issuance and Sale of up to \$23,491,266 General Obligation Sewerage System Promissory Notes, Series 2025C and Providing for Other Details and Covenants with Respect Thereto.

Attachments

RESOLUTION AUTHORIZING THE ISSUANCE AND
SALE OF UP TO \$23,491,266 GENERAL OBLIGATION
SEWERAGE SYSTEM PROMISSORY NOTES, SERIES 2025C
AND PROVIDING FOR OTHER
DETAILS AND COVENANTS WITH RESPECT THERETO

WHEREAS, the Green Bay Metropolitan Sewerage District, Brown, Kewaunee, Oconto and Shawano Counties, Wisconsin (the "Municipality") owns and operates a sewerage system (the "System") which is operated for a public purpose as a public utility by the Municipality; and

WHEREAS, certain improvements to the System are necessary to meet the needs of the Municipality and the residents thereof, consisting of the construction of a project (the "Project") assigned Clean Water Fund Program Project No. 4198-98 by the State of Wisconsin Department of Natural Resources (the "Department of Natural Resources"), and as defined in the Department of Natural Resources approval letter for the Plans and Specifications of the Project, or portions thereof, issued under Section 281.41 of the Wisconsin Statutes, dated May 1, 2024 and assigned No. S-2024-0036; and

WHEREAS, under the provisions of Chapter 67.12(12) of the Wisconsin Statutes, any Municipality (as defined in Section 67.01(5) of the Statutes) may, by action of its governing body, provide for the acquisition, planning, design, construction, development, extension, enlargement, renovation, rebuilding, repair or improvement of land, water, properties, buildings, equipment or facilities from the proceeds of promissory notes which are general obligations of the Municipality; and

WHEREAS, the Municipality deems it to be necessary, desirable and in its best interest to authorize and sell general obligation sewerage system promissory notes of the Municipality pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes, to pay the cost of the Project; and

WHEREAS, other than "preliminary expenditures" as defined in Treas. Reg. 26 CFR 1.150-2 in an amount not exceeding 20% of the principal amount of the notes authorized to be issued by this resolution, or other than a "de minimis" amount as defined in Treas. Reg. 26 CFR 1.150-2 in an amount not exceeding the lesser of \$100,000 or 5% of the principal amount of the notes authorized to be issued by this resolution, all of the proceeds loaned to the Municipality will be used for Project costs paid by the Municipality subsequent to (i) the date which is 60 days prior to the date on which the Municipality adopted a "declaration of intent" pursuant to Treas. Reg. 26 CFR 1.150-2 stating its intent to reimburse other funds of the Municipality previously used to finance the Project, or (ii) the date on which the notes authorized herein are issued; and

WHEREAS, the Municipality, as of November 15, 2025, has general obligation debt outstanding in the aggregate principal amount of \$190,356,837.90 as follows:

Date of Issue	Description	Original Amount	Outstanding Amount
12/28/2007	De Pere	\$ 2,000,000.00	\$ 437,041.00
03/11/2009	CWF # 4198-25	9,861,264.28	1,907,450.86
12/09/2009	CWF # 4198-35	4,211,341.28	1,132,447.61
12/09/2009	CWF # 4198-37	12,821,922.00	3,318,270.89
11/10/2010	CWF # 4198-29	3,421,381.94	1,016,778.66
12/22/2010	CWF # 4198-24	3,246,148.00	979,460.76
12/12/2012	CWF # 4198-45	2,891,810.01	1,191,768.36
04/10/2013	CWF # 4198-32	3,086,299.69	1,316,799.37
01/08/2014	CWF # 4198-48	4,153,498.03	1,950,834.15
08/13/2014	CWF # 4198-44	15,209,242.45	7,845,510.44
10/14/2015	CWF # 4198-99	126,429,708.38	76,723,320.94
12/23/2015	CWF # 4198-52	1,789,476.92	1,008,685.90
03/22/2018	General Obligation Refunding Bonds	6,505,000.00	2,195,000.00
09/11/2019	CWF # 4198-53	14,161,087.98	10,541,747.06
05/27/2020	Taxable General Obligation Refunding Bonds	22,720,000.00	21,520,000.00
11/10/2021	CWF#4198-63	9,487,118.00	8,242,416.13
12/13/2023	CWF#4198-57	38,982,413.00	21,576,618.46
11/13/2024	CWF#4198-61	26,980,051.00	6,043,175.30
11/13/2024	CWF#4198-73	2,853,185.00	1,171,687.53
10/08/2025	CWF#4198-77	13,520,378.00	2,322,824.48
10/15/2025	General Obligation Promissory Notes	17,915,000.00	<u>17,915,000.00</u>
		Total:	\$190,356,837.90

NOW, THEREFORE, be it resolved by the Governing Body of the Municipality that:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

- (a) "Act" means Chapter 67 of the Wisconsin Statutes;
- (b) "Closing Date" means the date of closing on the Clean Water Fund Program loan when the Notes are delivered to the State pursuant to the Financial Assistance Agreement;
- (c) "Debt Service Fund" means the Debt Service Fund of the Municipality, created by this resolution, pursuant to Section 67.11 of the Act;
- (d) "Financial Assistance Agreement" means the Financial Assistance Agreement by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration pursuant to which the Notes are to be issued and sold to the State,

dated as of the Closing Date, substantially in the form attached hereto and incorporated herein by reference;

(e) "Fiscal Year" means the twelve-month period ending on each December 31;

(f) "Governing Body" means the Green Bay Metropolitan Sewerage District Commission, or such other body as may hereafter be the chief legislative body of the Municipality;

(g) "Municipal Treasurer" means the Treasurer of the Municipality, who shall act as Note Registrar and Paying Agent;

(h) "Municipality" means Green Bay Metropolitan Sewerage District;

(i) "Notes" mean the \$23,491,266 General Obligation Sewerage System Promissory Notes, Series 2025C of the Municipality dated as of the Closing Date, authorized to be issued by this Resolution;

(i) "Note Registrar" means the Municipal Treasurer who shall act as Paying Agent for the Notes;

(k) "Note Year" means the twelve-month period ending on each May 1;

(l) "Project" means the Project described in the preamble to this Resolution. All elements of the Project are to be owned and operated by the Municipality as part of the System as described in the Financial Assistance Agreement;

(m) "Record Date" means the close of business on the fifteenth day of the calendar month next preceding any principal or interest payment date; and

(n) "System" means the entire sewerage system of the Municipality, specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality for the collection, transmission, treatment and disposal of domestic and industrial sewerage and waste, including all improvements and extensions thereto made by the Municipality while any of the Notes remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such sewerage system and including all appurtenances, contracts, leases, franchises, and other intangibles.

Section 2. Authorization of the Notes and the Financial Assistance Agreement. For the purpose of paying the cost of the Project (including legal, fiscal, engineering and other expenses), there shall be borrowed on the full faith and credit of the Municipality up to the sum of \$23,491,266; and fully registered general obligation sewerage system promissory notes of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Clean Water Fund Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference; and the President (or in his or her absence, a Vice President) and the Secretary of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

Section 3. Terms of the Notes. The Notes shall be designated "General Obligation Sewerage System Promissory Notes, Series 2025C" (the "Notes"); shall be dated as of the Closing Date; shall be numbered one and upward; shall bear interest at 2.585% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months; shall be issued in denominations of \$0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement as it is from time to time adjusted by the State based upon actual draws made by the Municipality. Interest on the Notes shall be payable semiannually on May 1 and November 1 of each year, commencing on May 1, 2026. The Notes shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

Section 4. Form, Execution, Registration and Payment of the Notes. The Notes shall be issued as registered obligations in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

The Notes shall be executed in the name of the Municipality by the manual signatures of the President (or in his or her absence, a Vice President) and the Secretary, and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on the Notes shall be paid by the Municipal Treasurer, who is hereby appointed as the Municipality's registrar (the "Note Registrar").

Both the principal of and interest on the Notes shall be payable in lawful money of the United States of America by the Note Registrar. Payment of principal of the final maturity on the Note will be payable upon presentation and surrender of the Note to the Note Registrar. Payment of principal on the Note (except the final maturity) and each installment of interest shall be made to the registered owner of each Note who shall appear on the registration books of the Municipality, maintained by the Note Registrar, on the Record Date and shall be paid by electronic transfer or by check or draft of the Municipality as directed by the registered owner and mailed to such registered owner at his or its address as appears on such registration books or at such other address may be furnished in writing to such registered owner to the Note Registrar.

Section 5. Note Proceeds. The sale proceeds of the Notes (exclusive of accrued interest and any premium received) shall, forthwith upon receipt, be placed in and kept by the Treasurer as a separate fund to be known as the "Sewerage System CWFP Project Fund", which shall be the "borrowed money fund" as such term is defined in the Act. Monies in the "Sewerage System CWFP Project Fund" shall be used solely for the purposes for which borrowed or for transfer to the Debt Service Fund as provided by law.

Section 6. Tax Levy.

(a) For the express purpose of paying the interest on the Notes as it falls due and also to pay and discharge the principal thereof at maturity, there is hereby levied upon all of the taxable property in the Municipality, in addition to all other taxes, a non-repealable, direct, annual tax in an amount sufficient for that purpose. This tax shall be for collection in the years 2026 through 2045, inclusive, and shall be in such amounts as are necessary to provide for the payment of the principal and interest on the Notes when due. This tax, based on an interest rate of 2.585%, shall be in the maximum amounts as set forth in Exhibit B to the Financial Assistance Agreement, or such lesser amounts as

it is from time-to-time adjusted by the State based upon actual draws made by the Municipality. Said Exhibit B is attached hereto as Exhibit B.

The actual tax carried onto the tax rolls each year shall equal the amount necessary to repay the actual principal amount drawn under the Notes, and any interest thereon, when due. The amount of tax carried into the tax roll may be reduced in any year by the amount of revenues of the Municipality's wastewater sewer service charge system which are appropriated and irrevocably deposited in the Debt Service Fund for the Notes.

(b) The Municipality shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried into the tax rolls of the Municipality and collected as other taxes are collected, provided that the amount of tax carried into said tax rolls may be reduced in any year by the amount of any surplus money in the Debt Service Fund created in Section 7 hereof.

(c) If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the Municipality then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 7. Debt Service Fund. The proceeds of the taxes levied pursuant to Section 6 above, when collected by the Municipal Treasurer, shall be placed and kept by the Municipal Treasurer as a separate fund irrevocably pledged for paying the principal of and interest on the Notes so long as any such Notes shall remain outstanding, to be known as the General Obligation Sewerage System Promissory Notes, Series 2025C, Debt Service Fund (hereinafter referred to as "Debt Service Fund"). The accrued interest and any premium received at the time of delivery of the Notes shall be paid over to the Debt Service Fund. Interest on or principal of the Notes falling due at any time when there shall be on hand in the Debt Service Fund insufficient funds for the payment of such principal and interest shall be paid promptly when due from other funds of the Municipality.

Section 8. Deposits and Investments. The Debt Service Fund shall be kept apart from monies in the other funds and accounts of the Municipality and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Notes as the same becomes due and payable. All monies therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34 of the Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603 and 67.10(3) of the Wisconsin Statutes. All income derived from such investments shall be regarded as revenues of the Municipality. No such investment shall be in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or the Regulations of the Commissioner of Internal Revenue thereunder.

An officer of the Municipality shall, on the basis of the facts, estimates and circumstances in existence on the date of closing, make such certifications as are necessary to permit the conclusion that the Notes are not "arbitrage bonds" under Section 148 of the Internal Revenue Code of 1986, as amended, or the Regulations of the Commissioner of Internal Revenue thereunder.

Section 9. Operation of System; Municipality Covenants. It is covenanted and agreed by the Municipality with the owner or owners of the Notes, and each of them, that the Municipality will perform all of the obligations as set forth in the Financial Assistance Agreement.

Section 10. Sale of Notes. The sale of Notes to the State of Wisconsin Clean Water Fund Program for the purchase price of up to \$23,491,266, at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Notes as hereinabove provided, necessary to conclude delivery of the Notes to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Notes shall be paid upon requisition therefor as provided in the Financial Assistance Agreement.

Section 11. Application of Note Proceeds. The proceeds of the sale of the Notes shall be deposited by the Municipality into a special fund designated as the "Sewerage System CWFP Project Fund". The Sewerage System CWFP Project Fund shall be used solely for the purpose of paying the costs of the Project (including capitalized interest, if any, on the Notes) as more fully described in the preamble hereof and in the Financial Assistance Agreement. Moneys in the Sewerage System CWFP Project Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

Section 12. Amendment to Resolution. After the issuance of any of the Notes, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Notes have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from to time, amend this Resolution without the consent of any of the owners of the Notes, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Notes then outstanding, exclusive of Notes held by the Municipality; provided, however, that no amendment shall permit any change in the pledge of tax revenues of the Municipality or the maturity of any Note issued hereunder, or a reduction in the rate of interest on any Note, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Notes may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Note to which the change is applicable.

Section 13. Defeasance. When all Notes have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Municipality may discharge all Notes due on any date by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest by the U.S. Government, or by a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Notes to its maturity or, at the Municipality's option, if said Note is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Note at maturity, or at the Municipality's option, if said Note is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Notes on such date has been duly given or provided for.

Section 14. Rebate Fund. Unless the Notes are exempt from the rebate requirements of the Internal Revenue Code of 1986, as amended, the Municipality shall establish and maintain a separate account for the Notes to be known as the "Rebate Fund". The sole purpose of the Rebate Fund is to provide for the payment of any rebate liability with respect to the Notes under the relevant provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder (the "Regulations"). The Rebate Fund shall be maintained by the Municipality until all required rebate payments with respect to the Notes have been made in accordance with the relevant provisions of the Code and the Regulations.

The Municipality hereby covenants and agrees that it shall pay to the United States from the Rebate Fund, at the times and in the amounts and manner required by the Code and the Regulations, the portion of the "rebate amount" (as defined in Section 1.148-3(b) of the Regulations) that is due as of each "computation date" (within the meaning of Section 1.148-3(e) of the Regulations). As of the date of this Resolution, the provisions of the Regulations specifying the required amounts of rebate installment payments and the time and manner of such payments are contained in Sections 1.148-3(f) and (g) of the Regulations, respectively. Amounts held in the Rebate Fund and the investment income therefrom are not pledged as security for the Notes and may only be used for the payment of any rebate liability with respect to the Notes.

The Municipality may engage the services of accountants, attorneys or other consultants necessary to assist it in determining the rebate payments, if any, owed to the United States with respect to the Notes. The Municipality shall maintain or cause to be maintained records of determinations of rebate liability with respect to the Notes for each computation date until six (6) years after the retirement of the last of the Notes. The Municipality shall make such records available to the State of Wisconsin upon reasonable request therefor.

Section 15. Continuing Disclosure. The officers of the Municipality are hereby authorized and directed, if requested by the State, to provide to the State of Wisconsin Clean Water Fund Program (the "CWFP") and to such other persons or entities as directed by the CWFP such ongoing disclosure regarding the Municipality's financial condition and other matters, at such times and in such manner as the CWFP may require, in order that securities issued by the Municipality and the CWFP satisfy rules and regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended or may be amended from time to time imposed on brokers and dealers of municipal securities before the brokers and dealers may buy, sell, or recommend the purchase of such securities.

Section 16. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner or owners of the Notes, and after issuance of any of the Notes no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 12, until all of the Notes have been paid in full as to both principal and interest. The owner or owners of any of the Notes shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the Municipality, its Governing Body and any other authorized body, to take any and all actions necessary to carry out all of the provisions and agreements contained in this Resolution.

Section 17. Requirements of Municipality. The officers of the Municipality, staff of the Municipality, attorneys for the Municipality, financial consultants of the Municipality, or other agents or employees of the Municipality are hereby authorized to do all acts and things required of them by this Resolution for the full, punctual and complete performance of all of the provisions of this Resolution.

Section 18. Illegal or Invalid Provisions. In case any one or more of the provisions of this Resolution or any of the Notes shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution or of the Notes.

Section 19. Conflicting Resolutions. All ordinances, resolutions, or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed, and this Resolution shall be in effect from and after its passage.

Passed: December 3, 2025

Approved: December 3, 2025

Kathryn Hasselblad, President

Attest:

Thomas Meinz, Secretary

EXHIBIT A
(Form of Note)

REGISTERED
NO. R-1

UNITED STATES OF AMERICA
STATE OF WISCONSIN
COUNTIES OF BROWN, KEWAUNEE, OCONTO
AND SHAWANO
GREEN BAY METROPOLITAN SEWERAGE
DISTRICT

REGISTERED
\$23,491,266

GENERAL OBLIGATION SEWERAGE SYSTEM PROMISSORY NOTE, SERIES 2025C

Final
Maturity Date

Date of
Original Issue

MAY 1, 2045 _____

DECEMBER 10, 2025

REGISTERED OWNER: STATE OF WISCONSIN CLEAN WATER FUND PROGRAM

KNOW ALL MEN BY THESE PRESENTS that the Green Bay Metropolitan Sewerage District, Brown, Kewaunee, Oconto and Shawano Counties, Wisconsin (the "Municipality") hereby acknowledges itself to owe and for value received promises to pay to the registered owner shown above, or registered assigns, solely from the fund hereinafter specified, the principal sum of an amount not to exceed TWENTY THREE MILLION FOUR HUNDRED NINETY ONE THOUSAND TWO HUNDRED SIXTY-SIX DOLLARS (\$23,491,266) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2028 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 2.585% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on May 1, 2026.

The principal amount evidenced by this Note may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2028 in an amount equal to an amount which when amortized over the remaining term of this Note plus current payments of interest (but only on amounts drawn hereunder) at Two and Five Hundred Eighty-Five Thousandths percent (2.585%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Exhibit A.

Both principal and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America. On the final maturity date, principal of this Note shall be payable only upon presentation and surrender of this Note at the office of the Municipal Treasurer. Principal hereof and interest hereon shall be payable by electronic transfer or by check or draft as directed by the registered owner dated on or before the applicable payment date and if by check or draft mailed from the office of the Municipal Treasurer to the person in whose name this Note is registered at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

The Notes shall not be redeemable prior to their maturity, except with the consent of the registered owner.

This Note is transferable only upon the books of the Municipality kept for that purpose at the office of the Municipal Treasurer, by the registered owner in person or its duly authorized attorney, upon surrender of this Note, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Municipal Treasurer, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Note shall be issued to the transferee in exchange therefor. The Municipality may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. This Note is issuable solely as a negotiable, fully-registered note, without coupons, and in denominations of \$0.01 or any integral multiple thereof.

This Note is issued for the purpose of providing for the payment of the cost of constructing improvements to the Sewerage System of the Municipality, pursuant to Article XI, Section 3 of the Wisconsin Constitution, Chapter 67, Wisconsin Statutes, and a resolution adopted on December 3, 2025, and entitled: "RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF UP TO \$23,491,266 GENERAL OBLIGATION SEWERAGE SYSTEM PROMISSORY NOTES, SERIES 2025C AND PROVIDING FOR OTHER DETAILS AND COVENANTS WITH RESPECT THERETO." The principal of and interest on this Note is payable in lawful money of the United States of America as aforesaid, and for the prompt payment of the principal and interest on this Note, and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Municipality are hereby irrevocably pledged.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note have existed, have happened, and have been performed in due time, form and manner as required by law; that the indebtedness of the Municipality, including this Note and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual irrevocable tax has been levied by the Municipality sufficient to pay the interest on this Note when it falls due and also to pay and discharge the principal hereof at maturity.

IN WITNESS WHEREOF, the Municipality has caused this Note to be signed by the signatures of its President (or in his/her absence, a Vice President) and Secretary, and its corporate seal (or a true facsimile thereof) to be impressed (or imprinted) hereon, all as of the date of original issue specified above.

GREEN BAY METROPOLITAN SEWERAGE DISTRICT
BROWN, KEWAUNEE, OCONTO AND SHAWANO
COUNTIES, WISCONSIN

(SEAL)

By: FORM OF NOTE
Kathryn Hasselblad, President

By: FORM OF NOTE
Thomas Mainz, Secretary

(Form of Assignment)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

_____.

(Please print or typewrite name and address, including zip code, of Assignee)

Please insert Social Security or other
identifying number of Assignee

the within Note, and all rights thereunder, hereby irrevocably constituting and appointing

Attorney to transfer said Note on the books kept for the registration thereof with full power of
substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must
correspond with the name as it appears upon the face
of the within Note in every particular, without
alteration or enlargement or any change whatever.

Signature(s) guaranteed by:

EXHIBIT A TO NOTE

\$23,491,266

GREEN BAY METROPOLITAN SEWERAGE DISTRICT
BROWN, KEWAUNEE, OCONTO AND SHAWANO COUNTIES, WISCONSIN
GENERAL OBLIGATION SEWERAGE SYSTEM
PROMISSORY NOTES, SERIES 2025C

<u>Amount of Disbursement</u>	<u>Date of Disbursement</u>	<u>Series of Notes</u>	<u>Principal Repaid</u>	<u>Principal Balance</u>
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____

EXHIBIT A TO NOTE (continued)

PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Principal Amount</u>
May 1, 2028	\$1,041,407.55
May 1, 2029	1,068,327.93
May 1, 2030	1,095,944.21
May 1, 2031	1,124,274.37
May 1, 2032	1,153,336.86
May 1, 2033	1,183,150.62
May 1, 2034	1,213,735.06
May 1, 2035	1,245,110.11
May 1, 2036	1,277,296.21
May 1, 2037	1,310,314.32
May 1, 2038	1,344,185.94
May 1, 2039	1,378,933.15
May 1, 2040	1,414,578.57
May 1, 2041	1,451,145.43
May 1, 2042	1,488,657.54
May 1, 2043	1,527,139.34
May 1, 2044	1,566,615.88
May 1, 2045	1,607,112.91

Green Bay Metro Sewer District, Wisconsin**Exhibit B**

Project 4198-98 Clean Water Fund Program

Loan Closing Date:

December 10, 2025

Payment Date	Principal Payment	Interest Rate	Interest Payment	Principal & Interest	Bond Year Debt Service	Calendar Year Debt Service
1-May-26	0.00	2.585%	237,839.28	237,839.28	237,839.28	0.00
1-Nov-26	0.00	2.585%	303,624.61	303,624.61	0.00	541,463.89
1-May-27	0.00	2.585%	303,624.61	303,624.61	607,249.22	0.00
1-Nov-27	0.00	2.585%	303,624.61	303,624.61	0.00	607,249.22
1-May-28	1,041,407.55	2.585%	303,624.61	1,345,032.16	1,648,656.77	0.00
1-Nov-28	0.00	2.585%	290,164.42	290,164.42	0.00	1,635,196.58
1-May-29	1,068,327.93	2.585%	290,164.42	1,358,492.35	1,648,656.77	0.00
1-Nov-29	0.00	2.585%	276,356.28	276,356.28	0.00	1,634,848.63
1-May-30	1,095,944.21	2.585%	276,356.28	1,372,300.49	1,648,656.77	0.00
1-Nov-30	0.00	2.585%	262,191.20	262,191.20	0.00	1,634,491.69
1-May-31	1,124,274.37	2.585%	262,191.20	1,386,465.57	1,648,656.77	0.00
1-Nov-31	0.00	2.585%	247,659.96	247,659.96	0.00	1,634,125.53
1-May-32	1,153,336.86	2.585%	247,659.96	1,400,996.82	1,648,656.78	0.00
1-Nov-32	0.00	2.585%	232,753.08	232,753.08	0.00	1,633,749.90
1-May-33	1,183,150.62	2.585%	232,753.08	1,415,903.70	1,648,656.78	0.00
1-Nov-33	0.00	2.585%	217,460.86	217,460.86	0.00	1,633,364.56
1-May-34	1,213,735.06	2.585%	217,460.86	1,431,195.92	1,648,656.78	0.00
1-Nov-34	0.00	2.585%	201,773.33	201,773.33	0.00	1,632,969.25
1-May-35	1,245,110.11	2.585%	201,773.33	1,446,883.44	1,648,656.77	0.00
1-Nov-35	0.00	2.585%	185,680.28	185,680.28	0.00	1,632,563.72
1-May-36	1,277,296.21	2.585%	185,680.28	1,462,976.49	1,648,656.77	0.00
1-Nov-36	0.00	2.585%	169,171.23	169,171.23	0.00	1,632,147.72
1-May-37	1,310,314.32	2.585%	169,171.23	1,479,485.55	1,648,656.78	0.00
1-Nov-37	0.00	2.585%	152,235.42	152,235.42	0.00	1,631,720.97
1-May-38	1,344,185.94	2.585%	152,235.42	1,496,421.36	1,648,656.78	0.00
1-Nov-38	0.00	2.585%	134,861.81	134,861.81	0.00	1,631,283.17
1-May-39	1,378,933.15	2.585%	134,861.81	1,513,794.96	1,648,656.77	0.00
1-Nov-39	0.00	2.585%	117,039.10	117,039.10	0.00	1,630,834.06
1-May-40	1,414,578.57	2.585%	117,039.10	1,531,617.67	1,648,656.77	0.00
1-Nov-40	0.00	2.585%	98,755.67	98,755.67	0.00	1,630,373.34
1-May-41	1,451,145.43	2.585%	98,755.67	1,549,901.10	1,648,656.77	0.00
1-Nov-41	0.00	2.585%	79,999.62	79,999.62	0.00	1,629,900.72
1-May-42	1,488,657.54	2.585%	79,999.62	1,568,657.16	1,648,656.78	0.00
1-Nov-42	0.00	2.585%	60,758.72	60,758.72	0.00	1,629,415.88
1-May-43	1,527,139.34	2.585%	60,758.72	1,587,898.06	1,648,656.78	0.00
1-Nov-43	0.00	2.585%	41,020.44	41,020.44	0.00	1,628,918.50
1-May-44	1,566,615.88	2.585%	41,020.44	1,607,636.32	1,648,656.76	0.00
1-Nov-44	0.00	2.585%	20,771.93	20,771.93	0.00	1,628,408.25
1-May-45	1,607,112.91	2.585%	20,771.93	1,627,884.84	1,648,656.77	1,627,884.84
Totals	23,491,266.00		7,029,644.42	30,520,910.42	30,520,910.42	30,520,910.42
Net Interest Rate				2.5850%		
Bond Years				271,939.8321		
Average Life				11.5762		

The above schedule assumes full disbursement of the loan on the loan closing date.

24-Oct-25 Wisconsin Department of Administration

REGISTERED
NO. R-1

UNITED STATES OF AMERICA
STATE OF WISCONSIN
COUNTIES OF BROWN, KEWAUNEE, OCONTO
AND SHAWANO
GREEN BAY METROPOLITAN SEWERAGE
DISTRICT

REGISTERED
\$23,491,266

GENERAL OBLIGATION SEWERAGE SYSTEM PROMISSORY NOTE, SERIES 2025C

Final
Maturity Date

MAY 1, 2045

Date of
Original Issue

DECEMBER 10, 2025

REGISTERED OWNER: STATE OF WISCONSIN CLEAN WATER FUND PROGRAM

KNOW ALL MEN BY THESE PRESENTS that the Green Bay Metropolitan Sewerage District, Brown, Kewaunee, Oconto and Shawano Counties, Wisconsin (the "Municipality") hereby acknowledges itself to owe and for value received promises to pay to the registered owner shown above, or registered assigns, solely from the fund hereinafter specified, the principal sum of an amount not to exceed TWENTY THREE MILLION FOUR HUNDRED NINETY ONE THOUSAND TWO HUNDRED SIXTY-SIX DOLLARS (\$23,491,266) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2028 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 2.585% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on May 1, 2026.

The principal amount evidenced by this Note may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2028 in an amount equal to an amount which when amortized over the remaining term of this Note plus current payments of interest (but only on amounts drawn hereunder) at Two and Five Hundred Eighty-Five Thousandths percent (2.585%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Exhibit A.

Both principal and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America. On the final maturity date, principal of this Note shall be payable only upon presentation and surrender of this Note at the office of the Municipal Treasurer. Principal hereof and interest hereon shall be payable by electronic transfer or by check or draft as directed by the registered owner dated on or before the applicable payment date and if by check or draft mailed from the office of the Municipal Treasurer to the person in whose name this Note is registered at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

The Notes shall not be redeemable prior to their maturity, except with the consent of the registered owner.

This Note is transferable only upon the books of the Municipality kept for that purpose at the office of the Municipal Treasurer, by the registered owner in person or its duly authorized attorney, upon surrender of this Note, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Municipal Treasurer, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Note shall be issued to the transferee in exchange therefor. The Municipality may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. This Note is issuable solely as a negotiable, fully-registered note, without coupons, and in denominations of \$0.01 or any integral multiple thereof.

This Note is issued for the purpose of providing for the payment of the cost of constructing improvements to the Sewerage System of the Municipality, pursuant to Article XI, Section 3 of the Wisconsin Constitution, Chapter 67, Wisconsin Statutes, and a resolution adopted on December 3, 2025, and entitled: "RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF UP TO \$23,491,266 GENERAL OBLIGATION SEWERAGE SYSTEM PROMISSORY NOTES, SERIES 2025C AND PROVIDING FOR OTHER DETAILS AND COVENANTS WITH RESPECT THERETO." The principal of and interest on this Note is payable in lawful money of the United States of America as aforesaid, and for the prompt payment of the principal and interest on this Note, and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Municipality are hereby irrevocably pledged.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note have existed, have happened, and have been performed in due time, form and manner as required by law; that the indebtedness of the Municipality, including this Note and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual irrevocable tax has been levied by the Municipality sufficient to pay the interest on this Note when it falls due and also to pay and discharge the principal hereof at maturity.

IN WITNESS WHEREOF, the Municipality has caused this Note to be signed by the signatures of its President (or in his/her absence, a Vice President) and Secretary, and its corporate seal (or a true facsimile thereof) to be impressed (or imprinted) hereon, all as of the date of original issue specified above.

GREEN BAY METROPOLITAN SEWERAGE DISTRICT
BROWN, KEWAUNEE, OCONTO AND SHAWANO
COUNTIES, WISCONSIN

(SEAL)

By: _____
Kathryn Hasselblad, President

By: _____
Thomas Meinz, Secretary

(Form of Assignment)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please print or typewrite name and address, including zip code, of Assignee)

Please insert Social Security or other
identifying number of Assignee

the within Note, and all rights thereunder, hereby irrevocably constituting and appointing

Attorney to transfer said Note on the books kept for the registration thereof with full power of
substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must
correspond with the name as it appears upon the face
of the within Note in every particular, without
alteration or enlargement or any change whatever.

Signature(s) guaranteed by:

EXHIBIT A TO NOTE

\$23,491,266

GREEN BAY METROPOLITAN SEWERAGE DISTRICT
BROWN, KEWAUNEE, OCONTO AND SHAWANO COUNTIES, WISCONSIN
GENERAL OBLIGATION SEWERAGE SYSTEM
PROMISSORY NOTES, SERIES 2025C

<u>Amount of Disbursement</u>	<u>Date of Disbursement</u>	<u>Series of Notes</u>	<u>Principal Repaid</u>	<u>Principal Balance</u>
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____

EXHIBIT A TO NOTE (continued)

PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Principal Amount</u>
May 1, 2028	\$1,041,407.55
May 1, 2029	1,068,327.93
May 1, 2030	1,095,944.21
May 1, 2031	1,124,274.37
May 1, 2032	1,153,336.86
May 1, 2033	1,183,150.62
May 1, 2034	1,213,735.06
May 1, 2035	1,245,110.11
May 1, 2036	1,277,296.21
May 1, 2037	1,310,314.32
May 1, 2038	1,344,185.94
May 1, 2039	1,378,933.15
May 1, 2040	1,414,578.57
May 1, 2041	1,451,145.43
May 1, 2042	1,488,657.54
May 1, 2043	1,527,139.34
May 1, 2044	1,566,615.88
May 1, 2045	1,607,112.91

\$23,491,266
GREEN BAY METROPOLITAN SEWERAGE DISTRICT, BROWN
KEWAUNEE, OCONTO AND SHAWANO COUNTIES, WISCONSIN
GENERAL OBLIGATION SEWERAGE SYSTEM PROMISSORY NOTES
SERIES 2025C

CLOSING CERTIFICATE

Kathryn Hasselblad, the President, and Thomas Meinz, the Secretary of the Green Bay Metropolitan Sewerage District, Brown, Kewaunee, Oconto and Shawano Counties, Wisconsin (the "Municipality"), hereby certify as follows:

1. We are the duly qualified and acting President and the Secretary of the Municipality and have been such at all times pertinent to the authorization of the \$23,491,266 General Obligation Sewerage System Promissory Notes, Series 2025C of the Municipality (the "Notes").
2. We have executed and sealed the negotiable, fully- registered Notes. The Notes are in the aggregate principal amount of \$23,491,266, are dated December 10, 2025, and are numbered from 1 upward. The Notes mature in installments of principal due on May 1 of each of the years 2028 through 2045 and bear interest at a rate of 2.585% per annum. We are duly authorized to execute the same.
3. Attached in the Closing Transcript is a true and complete copy of a resolution entitled "Resolution Authorizing the Issuance and Sale of Up to \$23,491,266 General Obligation Sewerage System Promissory Notes, Series 2025C and Providing For Other Details and Covenants With Respect Thereto" (the "Note Resolution"). The Note Resolution was duly adopted by the Governing Body on December 3, 2025; said Note Resolution has not been repealed, amended or modified in any respect and remains in full force and effect today.
4. Each meeting of the Governing Body or any committee of the Municipality at which the Note Resolution was taken up was held at the place and time and called and notified in the manner routinely established by such committee and proceeded in accordance with a written agenda; was notified to the public and news media and conducted in full compliance with the "open meeting" laws of the State of Wisconsin, and particularly subchapter V, Chapter 19, Wisconsin Statutes; was held in a public, accessible place in the Municipality, with doors open at all times to the public; and no secret ballot was taken thereat; and no such meeting was commenced, subsequently convened in closed session and thereafter reconvened in open session, unless public notice of such subsequent open session was given at the same time and in the same manner as the public notice of the meeting convened prior to the closed session. All such meetings were fully lawful and in all respects in accordance with the rules of the Municipality. Each such meeting was a regular meeting, held at the place in the Municipality, on the date and at the time and notified in the manner routinely established by rule of the Governing Body.

5. A regular meeting of the Governing Body was held on December 3, 2025, at which a quorum was present in person throughout. At such meeting, the Note Resolution was introduced by one of the Governing Body members in accordance with routinely established procedures of the Governing Body (all Governing Body members having full copies thereof in advance and adequate time to read and examine prior to adoption, and no member objecting); and, on motion duly made and seconded, duly adopted by the unanimous affirmative vote of the members present, upon an aye or no vote duly recorded in the Governing Body minutes.

6. Attached in the Closing Transcript is a true and complete copy of the Certificate of Compliance with Open Meeting Law Public Notice Requirements with respect to the December 3, 2025 meeting of the Governing Body wherein the Governing Body adopted the Note Resolution, evidencing compliance with subchapter V of Chapter 19, Wisconsin Statutes.

7. Attached in the Closing Transcript is a true and complete copy of the part of the minutes of the December 3, 2025 meeting of the Governing Body wherein the Governing Body adopted the Note Resolution.

8. The Secretary of the Municipality has recorded a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in a separate record book as required by law. This record has been available for public inspection during normal business hours at the Secretary of the Municipality's office in the Municipality and no person was denied the right to inspect or duplicate it.

9. Attached in the Closing Transcript is a true and complete copy of a "Certificate of Equalized Value," furnished by the state officer authorized by law so to certify, certifying that the aggregate, full, equalized value of all the taxable property in the Municipality, as last determined by the Wisconsin Department of Revenue pursuant to Sections 67.03 and 70.57, Wisconsin Statutes, is \$36,229,075,179, an amount which, to the best of our information and belief, is correct.

10. Attached in the Closing Transcript is a true and complete copy of a sworn affidavit from an authorized representative of the official newspaper of the Municipality, in which a notice has been published pursuant to Section 893.77, Wisconsin Statutes, regarding the adoption of the Note Resolution.

11. Attached in the Closing Transcript is a Specimen Note. The signature of Kathryn Hasselblad, the President (the Highest Elected Official) and Thomas Meinz, the Secretary of the Municipality, are their respective true signatures, and the seal of the Municipality, if any, appearing on the Notes is an accurate impression or facsimile of the seal of the Municipality.

12. There are no rules or resolutions in effect which require any officer or official of the Municipality, other than the President and the Secretary of the Municipality, to execute notes of the Municipality.

13. Attached in the Closing Transcript is a true and complete copy of the Financial Assistance Agreement relating to the Notes; said Financial Assistance Agreement has not been amended or modified in any respect and remains in full force and effect today.

14. We have reviewed the No Arbitrage Certificate, the Note Resolution and the Form 8038-G, all appearing in the Closing Transcript, and to the best of our information and belief, all of the statements made in each respective document are true and correct.

15. No litigation is pending or, to our knowledge, threatened (i) to restrain or enjoin in the issuance or delivery of any of the Notes, or (ii) in any way contesting or affecting the validity of the Notes or the Note Resolution.

16. There is no litigation pending or, to our knowledge, threatened against the Municipality or involving any of the property or assets under the control of the Municipality that involves the possibility of any judgment or uninsured liability which may result in any material adverse change in the business, properties, assets or in the condition, financial or otherwise, of the Municipality or the Sewerage System.

17. The Municipality is a duly organized and existing municipal corporation of the State of Wisconsin.

18. Neither the corporate existence nor boundaries of the Municipality nor the title of its present or former officers to their respective offices is being contested, and no authority or proceedings for the issuance of the Notes have been repealed, revoked or rescinded. No petition has been filed requesting that the Notes not be issued.

19. Based on our inquiry, information and belief, no part of the funds of the Municipality or the Sewerage System derived from the issuance and sale of the Notes shall inure to the benefit of or be distributable to any official of the Sewerage System or of the Municipality, except for the lawful payment or compensation for services rendered and its lawful reimbursement of expenses incurred, and no loans shall be made, and no property or services shall be purchased or sold, leased or otherwise disposed of, to any such official as a result of the use of such funds by the Municipality or by the Sewerage System.

20. Based on our inquiry, information and belief, no official of the Sewerage System or of the Municipality has any private interest, direct or indirect, in any of the proceedings relating to the authorization, issuance and sale of the Notes.

21. The Municipality is able to pay all of its current operating expenses in the usual course as they come due without need for special or exceptional tax levies.

22. The total general obligation indebtedness of the Municipality, including the Notes (other than indebtedness for current operating expenses), is not more than \$213,848,103.90 and does not exceed any general or special constitutional or statutory limitation thereon.

23. The Municipality has received an initial disbursement of Note proceeds from the State on the date of this Certificate, representing the purchase price of the Notes as provided in the Note Resolution.

24. The Municipality is not in default on any borrowed money obligation.

IN WITNESS WHEREOF, we have hereunto set our hands as of December 10, 2025.

GREEN BAY METROPOLITAN SEWERAGE DISTRICT
BROWN, KEWAUNEE, OCONTO AND
SHAWANO COUNTIES, WISCONSIN

By: _____
Kathryn Hasselblad, President

By: _____
Thomas Meinz, Secretary

\$23,491,266
GREEN BAY METROPOLITAN SEWERAGE DISTRICT
BROWN, KEWAUNEE, OCONTO AND SHAWANO COUNTIES, WISCONSIN
GENERAL OBLIGATION SEWERAGE SYSTEM PROMISSORY NOTES,
SERIES 2025C

NO ARBITRAGE CERTIFICATE

The undersigned officers of the Green Bay Metropolitan Sewerage District, Brown, Kewaunee, Oconto and Shawano Counties, Wisconsin (the "Municipality") hereby certify as follows with regard to the Municipality's issuance of up to \$23,491,266 General Obligation Sewerage System Promissory Notes, Series 2025C, dated December 10, 2025 (the "Notes").

I. IN GENERAL

1.1 Authority. The undersigned are officers of the Municipality charged by law and a resolution adopted by the governing body of the Municipality on December 3, 2025 authorizing the issuance of the Notes (the "Note Resolution") with responsibility for issuing the Notes and are acting for and on behalf of the Municipality in executing this Certificate.

1.2 Nature of Certificate. This Certificate accompanies the transcript of proceedings for the issuance of the Notes and describes the Municipality's reasonable expectations as of this date, regarding the amount and use of proceeds of the Notes.

1.3 Date of Certificate. This Certificate is made as of the date of issue, that is, the date on which there is a physical delivery of the Note Certificates in exchange for the advancement of an amount exceeding the lesser of \$50,000 or 5% of the issue price of the Notes.

II. PURPOSE

2.1 Governmental Purpose. The Notes are being issued for the governmental purpose of constructing improvements and extensions to the sewerage system (the "Sewerage System") of the Municipality, consisting of construction of a project (the "Project") assigned Clean Water Fund Program Project No. 4198-98 by the Department of Natural Resources, and as described in the Department of Natural Resources approval letter for the plans and specifications, or portions thereof, issued under Wis. Stat. Section 281.41, dated May 1, 2024 and assigned No. S-2024-0036.

2.2 Not a Refunding Issue. No proceeds of the Notes will be used to pay principal, interest or redemption price on any other issue of governmental obligations.

2.3 New Money Proceeds. The proceeds of the Notes (the "New Money Proceeds") will be used to (i) pay issuance costs with respect to the Notes, (ii) make capital expenditures with respect to the Project, and (iii) pay other expenses of the Project, provided that such expenses either (a) do not constitute working capital expenditures (as defined in Treas. Reg. § 1.150-1(b)) or (b) qualify for an exception from the "proceeds-spent-last" rule contained in Treas. Reg. § 1.148-6(d)(3).

2.4 Issuance Costs. \$13,500 of the proceeds of the Notes will be used to pay issuance costs with respect to the Notes.

2.5 No Replacement Proceeds. The Notes are not being issued to replace any proceeds of an earlier issue of governmental obligations that were not expended on the project for which such earlier issue was intended. Neither the Municipality nor any related party with respect to the Municipality has or is reasonably expected to have any monies (other than sale proceeds or investment proceeds of the Notes) that (i) could be used for the governmental purposes for which the Notes are being issued and (ii) are not reasonably expected to be used for other purposes. The Municipality does not reasonably expect that the term of the Notes is longer than necessary for the governmental purposes of the Notes. In particular, the Notes have a weighted average maturity that does not exceed 120% of the average reasonably expected economic life of the capital projects financed or refinanced by the Notes. Accordingly, the requirements under Treas. Reg. § 1.148-1(c)(4)(i)(B) for the safe harbor against creation of replacement proceeds are satisfied.

2.6 No Abusive Arbitrage Device. In connection with the issuance of the Notes, the Municipality has not taken, and hereby covenants not to take in the future, any actions that have the effect of (i) enabling the Municipality to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage, and (ii) overburdening the market for tax-exempt obligations in any manner including, without limitation, by issuing more notes, issuing notes earlier, or allowing notes to remain outstanding longer than is otherwise reasonably necessary to accomplish the governmental purposes of the Notes.

2.7 No Other Obligations. There are no other obligations of the Municipality which (a) have been or will be sold within 15 days of the date of sale of the Notes; (b) have been sold pursuant to a common plan of financing together with the Notes; and (c) are reasonably expected to be paid out of substantially the same source of funds as the Notes.

2.8 Covenant. The Municipality will not make or permit any use of the proceeds of the Notes which, if such use had been reasonably expected on the date of issuance of the Notes, would have caused the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable income tax regulations, and hereby further covenants that it will observe and not violate the requirements of Section 148 of the Code or any applicable income tax regulations.

III. PROCEEDS AND FUNDS

3.1 Disposition of Proceeds. For tax purposes, the Notes are considered issued on the date hereof because an amount of Note proceeds exceeding the lesser of \$50,000 or 5% of the Note proceeds is to be advanced on the date hereof pursuant to the Financial Assistance Agreement to either (i) reimburse the Municipality for Project expenses previously paid in anticipation of the receipt of Note proceeds or (ii) pay, within three days of the date hereof, invoices previously received for Project costs. Subsequent advances of Note proceeds shall be made, in an aggregate amount which, after adding the first advance, does not exceed the face amount of the Notes. Such subsequent advances will be applied either to (i) reimburse the Municipality for Project expenses previously paid in anticipation of the receipt of Note proceeds or (ii) pay Project invoices, as specified earlier, within three days of the date of receipt of such Funds. Prior to the payment of Project invoices, the

proceeds of the sale of the Notes shall be deposited by the Municipality into a special fund designated as "Sewerage System CWFP Project Fund" (the "CWFP Project Fund"). The CWFP Project Fund shall be used solely for the purpose of paying the costs of the Project as described above and in the Financial Assistance Agreement relating to the Project dated December 10, 2025. Moneys in the CWFP Project Fund shall be disbursed within three business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

3.2 No Overburdening of Tax-Exempt Bond Market. No action that overburdens the tax-exempt bond market (within the meaning of Treas. Reg. § 1.148-10(a)(4)) has been or is expected to be taken in connection with the Notes. In particular, no portion of the Notes has been issued earlier, or allowed to remain outstanding longer, than is otherwise reasonably necessary to accomplish the governmental purposes of the Notes. The total cost of the Project is expected to be equal to or greater than the principal sum of the Notes. The net amounts received by the Municipality allocable to the Project will not exceed the aggregate amount necessary for the Project. Furthermore, each action taken or expected to be taken in connection with the Notes would reasonably be taken if the interest on the Notes were not excluded from gross income for federal income tax purposes (assuming that the hypothetical taxable interest rates would be the same as the actual tax-exempt interest rates).

3.3 Project Expenditures. All New Money Proceeds shall be used solely to pay costs of the Project. The Municipality reasonably expects that 100% of the New Money Proceeds will be allocated to expenditures on the Project during the 3-year period beginning on the date of delivery of the Notes.

3.4 Substantial Binding Obligations. The Municipality has incurred substantial binding obligations to third parties (which are not subject to a contingency within the control of the Municipality or of a related party with respect to the Municipality) to expend at least 5% of the New Money Proceeds on the Project.

3.5 Work or Acquisition Will Proceed with Due Diligence. Based on the expected expenditures, the Municipality reasonably expects that work on or acquisition of the Project will proceed with due diligence to completion and that the allocation of the New Money Proceeds to expenditures on the Project will proceed with due diligence.

3.6 Project Not to be Sold. The Project will not be sold or otherwise disposed of, in whole or in part, prior to the last maturity of the Notes, except for items disposed of in the ordinary course of business due to normal wear, obsolescence, or depreciation.

3.7 Debt Service Fund. Tax receipts of the Municipality and revenues of the Sewerage System collected for payment of principal of and interest on the Notes will be deposited when received into a sinking fund, as required by law, and amounts therein may only be used to pay principal of and interest on the Notes and other outstanding bonds and notes of the Municipality. The sinking fund, designated the "Debt Service Fund," for the Notes is designed to achieve a proper matching of revenues and principal and interest payments within each year. Based on the debt service requirements of the Notes and the expected dates of collection of revenues of the Sewerage System or taxes levied to pay such debt service, the Municipality expects that (i) the Debt Service Fund will be depleted at least once each year except for a reasonable carryover amount which is not

expected to exceed the greater of (a) the earnings from the investment of the Debt Service Fund for the immediately preceding year, or (b) 1/12 of the principal and interest payments on the Notes for the immediately preceding year; (ii) amounts deposited in the Debt Service Fund will only be invested for a period less than 13 months (assuming a first-in-first-out method of accounting for deposits to the Debt Service Fund); and (iii) all earnings from the investment of the Debt Service Fund will be invested for a period not to exceed one year before being expended for payment of debt service on the Notes. The Municipality has not established and does not expect to establish any other sinking fund or similar fund with respect to the Notes. There are no other funds which are reasonably expected to be used to pay principal of or interest on the Notes or which are pledged to secure the Notes.

3.8 No Bond Insurance. No premiums have been paid or will be paid to insure the Notes.

3.9 No Reserve Fund. No reserve or replacement fund has been or will be established with regard to the Notes.

3.10 Trade or Business. Not more than ten percent (10%) of either the proceeds of the Notes or the Project is to be used (directly or indirectly) in a trade or business carried on by any person (other than a governmental unit), and not more than ten percent (10%) of the payment of the Notes is (directly or indirectly): (i) secured by any interest in property used or to be used for a trade or business or payments in respect of such property; or (ii) derived from payments (whether or not to the Municipality) in respect of property or borrowed money used or to be used for a trade or business carried on by any person (other than a governmental unit). Not more than five percent (5%) of either the proceeds of the Notes or of the Project is to be or has been used (directly or indirectly) for any trade or business carried on by any person (other than a governmental unit) which is not related to any governmental use of such proceeds or of the Project, and not more than five percent 5% of the payment of the principal of, or interest on, the Notes is or was (directly or indirectly): (a) secured by any interest in property used or to be used for a trade or business carried on by any person (other than a governmental unit) or payments in respect of such property; or (b) derived from payments (whether or not to the Municipality) in respect of property or borrowed money, used or to be used in a trade or business carried on by any person (other than a governmental unit). None of the proceeds of the Notes will be used (directly or indirectly) to make or finance loans to persons other than governmental units. All users of the Municipality's Sewerage System have access to and use the System, and pay charges for the System, on the same basis as all other members of the general public.

3.11 Payment of Issuance Expenses. The portion of the proceeds of the sale of the Notes representing amounts used to pay the expenses of issuing the Notes will be invested for the temporary period provided in Treas. Reg. Section 1.148-9(d)(2)(iv), and expended during such period.

IV. REBATE

4.1 Rebate. The Municipality shall comply with the requirements of Section 148(f) of the Code, and applicable regulations thereunder, including Treas. Reg. §§ 1.148-1 through 1.148-11, as provided in the Note Resolution. Because the Municipality will not invest the proceeds of the Notes in anything other than a non-interest bearing checking account, and will disburse all Note proceeds received as described in Section 3.1 above, the Municipality will not earn a yield in excess

of the Note yield and is therefore anticipated to have no rebate liability. In addition, the Municipality reasonably anticipates that all Note proceeds will be disbursed within the time periods set forth in Section 148(f)(4) of the Code. Further, the Municipality has covenanted in the Note Resolution that it will establish a Rebate Fund and calculate and pay to the United States any rebate amount payable with respect to the Notes.

4.2 Records. The Municipality shall maintain or cause to be maintained records of such determinations for each computation period until six (6) years after payment in full of the Notes and shall make such records available upon reasonable request therefor.

V. OTHER TAX MATTERS

5.1 No Federal Guarantee. Except as permitted under Section 149(b)(3) of the Code, (a) the payment of principal of or interest with respect to the Notes will not be guaranteed, either directly or indirectly, in whole or in part, by the United States or any agency or instrumentality thereof, and (b) none of the proceeds of the Notes will be (i) used in making loans the payment of principal or interest with respect to which are to be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof, or (ii) invested directly or indirectly in federally insured deposits or accounts.

5.2 Not Hedge Bonds. None of the proceeds of the Notes will be invested in nonpurpose investments having a substantially guaranteed yield for a period of four years or more.

5.3 Reimbursement. Any expenditures paid by the Municipality prior to the date hereof for which the Municipality is to be reimbursed with proceeds of the Notes were properly chargeable to capital account (or would be so chargeable with a proper election) under general federal income tax principles, or were otherwise qualifying costs under Treas. Reg. § 1.150-2(d)(3), and either (a) were paid after or within 60 days of September 28, 2022, the date on which the Municipality adopted a resolution (the "Reimbursement Resolution") stating its expectation to reimburse itself from the proceeds of the Notes for any expenditure relating to the Project which it paid from other funds of the Municipality prior to receipt of the proceeds of the Notes, or (b) are preliminary expenditures relating to the Project (such as architectural, engineering, surveying, soil testing and similar costs that are incurred prior to commencement of acquisition or construction of the Project, other than land acquisition, site preparation and similar costs incident to the commencement of construction) which are in an amount which is not in excess of 20% of the aggregate issue price of the issue or issues that finance or are reasonably expected to finance the Project. The Reimbursement Resolution satisfies the requirements of Treas. Reg. § 1.150-2(e). In particular, the Reimbursement Resolution generally describes the Project and states the maximum principal amount of obligations expected to be issued for the Project. On the date on which the Municipality adopted the Reimbursement Resolution, the Municipality had a reasonable expectation that it would reimburse the expenditures to be reimbursed with proceeds of an obligation. The Municipality does not (i) have a pattern of failing to reimburse actual original expenditures covered by an official intent, or (ii) declare official intent as a matter of course or in amounts substantially in excess of amounts expected to be necessary for the relevant project. Proceeds of the Notes in an amount equal to the amount of expenditures on the Project which have been paid from other funds of the Municipality prior to the date hereof, and which qualify for reimbursement under Treas. Reg. § 1.150-2, are hereby allocated to the reimbursement of those original expenditures. This reimbursement allocation has been made not later than 18 months after

the latter of (i) the earliest date on which a reimbursed expenditure was paid or (ii) the date on which the Project was placed in service or abandoned, but not later than 3 years after the earliest date on which a reimbursed expenditure was paid. Any proceeds of the Notes used to reimburse the Municipality for prior expenditures will not be used directly or indirectly for any purpose described in Treas. Reg. § 1.150-2(h). In particular, reimbursement amounts (or amounts corresponding to the reimbursement amounts) shall not be used within 1 year from the date of the reimbursement allocation to create replacement proceeds (other than moneys in a "bona fide debt service fund") for any other issue.

5.4 Average Maturity. The term of the Notes is no longer than reasonably necessary for the governmental purposes of the issue. The weighted average maturity of the Notes (11.5762 years) does not exceed 120% of the average reasonably expected economic life of the Project.

5.5 Form 8038-G. To the best of the Municipality's knowledge and belief, the information contained in the Information Return (Form 8038-G) attached in the transcript is complete and accurate.

VI. CONCLUSION

6.1 Issuer May Certify its Obligations. The Commissioner of Internal Revenue has not published notice in the Internal Revenue Bulletin that the Municipality is disqualified from certifying an issue of its obligations, nor has the Municipality received notice that such disqualification is contemplated.

6.2 Expectations are Reasonable. To the best of our knowledge and belief, there are no other facts, estimates or circumstances that would materially change any of the Municipality's expectations as to future events described in this Certificate, and said expectations are reasonable.

IN WITNESS WHEREOF, we have set our hands as of December 10, 2025.

GREEN BAY METROPOLITAN SEWERAGE DISTRICT
BROWN, KEWAUNEE, OCONTO AND
SHAWANO COUNTIES, WISCONSIN

By: _____
Kathryn Hasselblad, President

By: _____
Thomas Meinz, Secretary

Information Return for Tax-Exempt Governmental Bonds

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.► Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0047

Part I Reporting AuthorityCheck box if Amended Return ☐

1 Issuer's name Green Bay Metropolitan Sewerage District		2 Issuer's employer identification number (EIN) 39-6005459
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 2231 North Quincy Street	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Green Bay, WI 54302-1297		7 Date of issue 12-10-2025
8 Name of issue \$23,491,266 General Obligation Promissory Notes, Series 2025C		9 CUSIP number N/A
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information Beth Clausen, Director of Business Services		10b Telephone number of officer or other employee shown on 10a 920-438-1051

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.

11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	
15 Environment (including sewage bonds)	15	23,491,266
16 Housing	16	
17 Utilities	17	
18 Other. Describe ►	18	
19a If bonds are TANs or RANs, check only box 19a <input type="checkbox"/>		
b If bonds are BANs, check only box 19b <input type="checkbox"/>		
20 If bonds are in the form of a lease or installment sale, check box <input type="checkbox"/>		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	05-01-2045	\$ 23,491,266	\$ 23,491,266	11.5762 years	2.585 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest	22	
23	Issue price of entire issue (enter amount from line 21, column (b))	23	23,491,266
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	13,500
25	Proceeds used for credit enhancement	25	
26	Proceeds allocated to reasonably required reserve or replacement fund	26	
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	
28	Proceeds used to refund prior taxable bonds. Complete Part V	28	
29	Total (add lines 24 through 28)	29	13,500
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	23,477,766

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34	Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ► _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► <input checked="" type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool bond ► (MM/DD/YYYY) _____	08/21/2025	
c	Enter the EIN of the issuer of the master pool bond ► _____	39-6028867	
d	Enter the name of the issuer of the master pool bond ► _____	State of Wisconsin	
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		<input type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here ► <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ► _____		
c	Type of hedge ► _____		
d	Term of hedge ► _____		
42	If the issuer has superintegrated the hedge, check box		<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box		<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box		<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here ► <input checked="" type="checkbox"/> and enter the amount of reimbursement	\$67,136	
b	Enter the date the official intent was adopted ► (MM/DD/YYYY) _____	09/28/2022	

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

<div style="display: flex; justify-content: space-between;"> Signature of issuer's authorized representative Date </div>	Thomas Meinz, Secretary Type or print name and title
--	--

Paid Preparer Use Only

Print/Type preparer's name Thomas E. Griggs	Preparer's signature _____	Date _____	Check <input checked="" type="checkbox"/> if self-employed	PTIN P01312692
Firm's name ► Griggs Law Office LLC			Firm's EIN ► 46-1769357	
Firm's address ► 4230 N. Oakland Avenue #313, Shorewood, WI 53211			Phone no. 414-375-2630	



November 20, 2025

TYLER BIESE, PROJECT MANAGER
GREEN BAY METROPOLITAN SEWERAGE DISTRICT
2231 NORTH QUINCY STREET
GREEN BAY WI 54302

SUBJECT: Clean Water Fund Program, Project No. 4198-98
Improve Pumping & Headworks – De Pere Facility - Phase 2
Financial Assistance Agreement - December 10, 2025

Dear Mr. Biese:

Your project manager prepared the following documents for your Clean Water Fund Program (CWFP) loan closing:

1. CWFP Loan Closing Schedule - Attachment 1
2. Financial Assistance Agreement Summary/Distribution Sheet - Attachment 2
3. Financial Assistance Agreement (FAA)

To close the loan on December 10, 2025, we need to follow the Loan Closing Schedule (Attachment 1).

The Green Bay Metropolitan Sewerage District has three (3) working days upon receipt of wired CWFP funds to do one or more of the following:

1. Pay the project invoices identified in the CWFP disbursement request.
2. Reimburse an internal municipal account from which eligible project costs were paid. This reimbursement must adhere to current U.S. Treasury Regulations.

Execution of the FAA creates a binding obligation in all respects. Any negotiation of terms and conditions or determinations must occur prior to adoption of the Municipal Obligation Resolution and execution of the enclosed FAA document.

The Project Manager Summary Page (Exhibit F of the FAA) further explains certain assumptions and decisions affecting preparation of your FAA.

Please contact your project manager, Kim Leizinger, at 608-695-0875, for assistance with execution of the FAA, Request for Disbursement (Form 8700-215), or other CWFP documents.

Thank you for your interest in the Clean Water Fund Program.

Sincerely,

Becky Scott, Section Manager
Environmental Loans Section
Bureau of Community Financial Assistance

Electronic Copies: Thomas E. Griggs, Griggs Law Office LLC, Shorewood
Kristin Hanson, PFM Financial Advisors, LLC, Milwaukee
Glenn Tranowski, Strand Associates, Inc., Madison
Courtney Mueller, New Water
Robert Hannes, DNR NE, Green Bay
Rachel Liegel, Capital Finance Office - DOA/10, Madison

ATTACHMENT #1

Clean Water Fund Program Project No. 4198-98
Green Bay Metropolitan Sewerage District
Improve Pumping & Headworks – De Pere Facility - Phase 2
Financial Assistance Agreement – Closing Schedule

By November 12, 2025:

- Department of Natural Resources (DNR) project manager distributes Financial Assistance Agreement (FAA) to Department of Administration (DOA) for review.

By November 26, 2025:

- Griggs Law Office LLC distributes draft Municipal Obligation Resolution and other bond documents to the Green Bay Metropolitan Sewerage District and DOA for review. Project manager e-mails FAA to municipality.

On December 3, 2025:

- Municipality holds properly noticed meeting at which time:
 1. Municipal Obligation Resolution is adopted.
 2. Bond related documents are signed by municipal officials.
 3. DNR FAA (printed single sided) is signed by municipal officials.

*NOTE: Most documents must be signed by Highest Elected Official & Clerk/Secretary and some documents must have municipal seal applied. **Do not sign any Exhibits.***

By December 4, 2025, VIA OVERNIGHT DELIVERY:

- 1. Municipality scans FAA signature page and sends via e-mail to Griggs Law Office LLC and Kim Leizinger.
 2. Municipality returns signed paper FAA via overnight delivery to Griggs Law Office LLC.
 3. Municipality delivers signed & sealed Resolution & other bond documents via overnight delivery to Griggs Law Office LLC.

By December 8, 2025:

- Griggs Law Office LLC sends original signed and sealed Bond R-1 and emails a copy of the fully executed bond transcript to DOA.

December 10, 2025:

- Loan Closing Day. Griggs Law Office LLC contacts municipality and DOA to confirm that closing may proceed, and DOA wire transfers the first disbursement to municipal bank account.

ATTACHMENT #2

Clean Water Fund Program Project No. 4198-98
Green Bay Metropolitan Sewerage District
Improve Pumping & Headworks – De Pere Facility - Phase 2
Financial Assistance Agreement Summary and Distribution Sheet

LOAN INFO

Total Phase I and Phase II Project Amount: \$24,662,961.00

Phase I CWFP Project #4198-73: \$1,171,687.53

Internal Funds: \$7.47

Phase II CWFP Funding Amount: \$23,491,266.00

Pledge: General Obligation Note Lien Priority: N/A

Federal Equivalency Project: ☒ Yes ☐ No

Composite Interest Rate: 2.585% Loan Term: 20 Years

DOCUMENT INFO

Date of Municipal Obligation Resolution – December 3, 2025

CLOSING INFO

Refinancing: None Date of Refinancing: N/A

Estimated First Disbursement: \$67,136.28

MUNICIPAL INFO

Municipal ID: 05504

Plans and Specifications: S-2024-0036, approved May 1, 2024

Substantial Completion Date: September 30, 2027

DISTRIBUTION**Department of Natural Resources**

Kim Leizinger
Bureau of Community Financial Assistance
101 South Webster Street, 2nd Floor
PO Box 7921
Madison WI 53707-7921
608-695-0875
kimberly.leizinger@wisconsin.gov

Municipality

Tyler Biese
Green Bay Metropolitan Sewerage District
2231 North Quincy Street
Green Bay WI 54302
920-432-4893
tbiese@newwater.us

Department of Administration

Rachel Liegel
State of Wisconsin DOA Capital Finance Office
101 East Wilson Street, 10th Floor
PO Box 7864
Madison WI 53707-7864
608-267-7399
rachel.liegel1@wisconsin.gov

Engineering Firm

Glenn Tranowski
Strand Associates, Inc.
910 West Wingra Drive
Madison WI 53715-1943
608-251-4843
glenn.tranowski@strand.com

Municipal Bond Counsel

Thomas E. Griggs
Griggs Law Office, LLC
4230 North Oakland Avenue #313
Shorewood WI 53211
414-375-2630
tgriggs@tgriggslaw.com

Financial Advisor

Kristin Hanson
PFM Financial Advisors, LLC
115 South 84th Street, Suite 315
Milwaukee WI 53214
414-771-2700
hansonk@pfm.com

State of Wisconsin
Department of Natural Resources
Bureau of Community Financial Assistance
101 South Webster Street, 2nd Floor
PO Box 7921
Madison, Wisconsin 53707-7921

Financial Assistance Agreement
Clean Water Fund Program
Form 8700-214 rev 7/25

STATE OF WISCONSIN CLEAN WATER FUND PROGRAM

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
DEPARTMENT OF ADMINISTRATION

and

GREEN BAY METROPOLITAN SEWERAGE DISTRICT

\$23,491,266

FINANCIAL ASSISTANCE AGREEMENT

Dated as of December 10, 2025

This constitutes a **Financial Assistance Agreement** under the State of Wisconsin's Clean Water Fund Program. This agreement is awarded pursuant to ss. 281.58 and 281.59, Wis. Stats. The purpose of this agreement is to award financial assistance from the Clean Water Fund Program. This agreement also discloses the terms and conditions of this award.

This agreement is only effective when signed by authorized officers of the municipality, the State of Wisconsin Department of Natural Resources, and the State of Wisconsin Department of Administration.

The Department of Natural Resources and the Department of Administration may rescind or terminate this agreement if the municipality fails to comply with the terms and conditions contained within. Any determination or certification made in this agreement by the Department of Natural Resources or the Department of Administration is made solely for the purpose of providing financial assistance under the Clean Water Fund Program.

Municipal Identification No. 05504
Clean Water Fund Program Project No. 4198-98

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EXHIBIT E	UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)
EXHIBIT F	PROJECT MANAGER SUMMARY PAGE
EXHIBIT G	LIST OF FEDERAL LAWS AND AUTHORITIES

WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the "FAA"), dated December 10, 2025, between the STATE OF WISCONSIN Clean Water Fund Program (the "CWFP"), by the Department of Natural Resources (the "DNR") and the Department of Administration (the "DOA"), acting under authority of ss. 281.58 and 281.59, Wis. Stats., as amended (the "Statute"), and the Green Bay Metropolitan Sewerage District, a municipality within the meaning of the Statute, duly organized and existing under the laws of the State of Wisconsin (the "Municipality"); and

WHEREAS, the United States, pursuant to the Federal Water Quality Act of 1987 (the "Water Quality Act"), requires each state to establish a water pollution control revolving fund to be administered by an instrumentality of the state before the state may receive capitalization grants for eligible projects from the United States Environmental Protection Agency (the "EPA"), or any successor which may succeed to the administration of the program established by Title VI of the Water Quality Act; and

WHEREAS, the State of Wisconsin, pursuant to the Statute, established the CWFP to be used in part for purposes of the Water Quality Act; and

WHEREAS, the State of Wisconsin, pursuant to s. 25.43, Wis. Stats., established a State of Wisconsin Environmental Improvement Fund which includes the CWFP; and

WHEREAS, DNR and DOA have the joint responsibility to provide CWFP financial assistance to municipalities for the construction of eligible wastewater pollution abatement projects, all as set forth in the Statute; and

WHEREAS, the Municipality submitted to DNR an application for financial assistance (the "Application") for a project (the "Project"), and DNR has approved the Application and determined the Application meets the criteria for Project eligibility based on water quality and public health requirements established in applicable state statutes and regulations; and

WHEREAS, DNR determined that the Municipality and the Project are eligible for financial assistance pursuant to s. 281.58(7)(b), Wis. Stats.; and

WHEREAS, DOA determined the CWFP will provide financial assistance to the Municipality by making a loan (the "Loan") under s. 281.59(9), Wis. Stats., for the purposes of that subsection; and

WHEREAS, the Municipality pledged the security, if any, required by DOA, and the Municipality demonstrated to the satisfaction of DOA the financial capacity to ensure sufficient revenues to operate and maintain the Project for its useful life and to pay debt service on the obligations it issues for the Project; and

WHEREAS, the Municipality certifies to the CWFP that it has created a dedicated source of revenue, which may constitute taxes levied by the Municipality with respect to a general obligation of the Municipality for repayment of the Loan; and

WHEREAS, the Municipality obtained DNR approval of facility plans or engineering reports, and plans and specifications for the Project, subject to the provisions of applicable State environmental standards set forth in law, rules, and regulations;

NOW, THEREFORE, in consideration of the promises and of the mutual representations, covenants, and agreements herein set forth, the CWFP and the Municipality, each binding itself, its successors, and its assigns, do mutually promise, covenant, and agree as follows:

ARTICLE I
DEFINITIONS; RULES OF INTERPRETATION

Section 1.01. Definitions The following capitalized terms as used in this FAA shall have the following meanings:

"Act" means the Federal Water Pollution Control Act, 33 U.S. Code §§1250 et seq., as amended.

"American Iron and Steel" means the requirements contained in section 608 of the Act.

"Application" means the written application of the Municipality dated September 26, 2024, for financial assistance under the Statute.

"Bonds" means bonds or notes issued by the State pursuant to the Program Resolution, all or a portion of the proceeds of which shall be applied to make the Loan.

"Build America, Buy America" means Title IX of the Infrastructure Investment and Jobs Act, Publ. L. No. 117-58, §§ 70901-52.

"Business Day" means any day on which State offices are open to conduct business.

"Code" means the Internal Revenue Code of 1986, as amended, and any successor provisions.

"CWFP" means the State of Wisconsin Clean Water Fund Program, established pursuant to the Statute, and managed and administered by DNR and DOA.

"DNR" means the State of Wisconsin Department of Natural Resources and any successor entity.

"DOA" means the State of Wisconsin Department of Administration and any successor entity.

"EPA" means the United States Environmental Protection Agency or any successor entity that may succeed to the administration of the program established by Title VI of the Water Quality Act.

"FAA" means this Financial Assistance Agreement.

"Fees and Charges" means the costs and expenses of DNR and DOA in administering the CWFP.

"Final Completion" means the Project construction is complete, DNR or agents thereof have certified that the Project was constructed according to DNR approved Plans and Specifications and that the facilities are operating according to design, and DNR has completed all necessary Project closeout procedures.

"Financial Assistance Agreement" means this Financial Assistance Agreement between the CWFP by DNR, DOA, and the Municipality, as the same may be amended from time to time in accordance with Section 6.04 hereof.

"Loan" means the loan or loans made by the CWFP to the Municipality pursuant to this FAA.

"Loan Disbursement Table" means the table with columns for inserting the following information:

- (a) amount of each disbursement,
- (b) date of each disbursement,
- (c) the series of Bonds from which each disbursement is made,
- (d) principal amounts repaid, and
- (e) outstanding principal balance.

"Municipal Obligation Counsel Opinion" means the opinion of counsel satisfactory to DOA, issued in conjunction with the Municipal Obligations, stating that:

- (a) this FAA and the performance by the Municipality of its obligations thereunder have been duly authorized by all necessary actions by the governing body of the Municipality, and this FAA has been duly executed and delivered by the Municipality;
- (b) the Municipal Obligations have been duly authorized, executed, and delivered by the Municipality and sold to the CWFP;
- (c) each of this FAA and the Municipal Obligations constitutes a legal, valid, and binding obligation of the Municipality, enforceable against the Municipality in accordance with its respective terms (provided that enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that its enforcement may also be subject to the exercise of judicial discretion in appropriate cases);
- (d) the Municipal Obligations constitute general obligations of the Municipality, and the full faith and credit of the Municipality is pledged for the payment of principal thereof and interest thereon as and when it becomes due;
- (e) interest on the Municipal Obligations is not included in gross income of the owners thereof for federal income taxation purposes under existing laws, regulations, rulings, and judicial decisions;
- (f) the Municipal Obligations are not "arbitrage bonds" within the meaning of Section 148 of the Code and the arbitrage regulations; and
- (g) the Municipal Obligations are not "private activity bonds" as defined in Section 141(a) of the Code.

"Municipal Obligation Resolution" means that action taken by the governing body of the Municipality authorizing the issuance of the Municipal Obligations.

"Municipal Obligations" means the bonds or notes issued and delivered by the Municipality to the CWFP, a specimen copy of which is included in the Municipal Obligations transcript.

"Municipality" means the Green Bay Metropolitan Sewerage District, a "municipality" within the meaning of the Statute, duly organized and existing under the laws of the State, and any successor entity.

"Parallel Cost Percentage" means the proportion of Project Costs eligible for below-market-rate financing relative to the total Project Costs eligible for CWFP financing.

"Plans and Specifications" means the Project design plans and specifications assigned No. S-2024-0036, approved by DNR on May 1, 2024, as the same may be amended or modified from time to time in accordance with this FAA.

"Program Resolution" means the Amended and Restated Program Resolution for State of Wisconsin Environmental Improvement Fund Revenue Obligations adopted by the State of Wisconsin Building Commission on February 15, 2017, as such may from time to time be further amended or supplemented by Supplemental Resolutions in accordance with the terms and provisions of the Program Resolution.

"Progress Payments" means payments for work in place and materials or equipment that have been delivered or are stockpiled in the vicinity of the construction site. This includes payments for undelivered, specifically manufactured equipment if: (1) designated in the specifications, (2) could not be readily utilized or diverted to another job, and (3) a fabrication period of more than 6 months is anticipated.

"Project" means the project assigned CWFPP Project No. 4198-98 by DNR, described in the Project Manager Summary Page (Exhibit F), and further described in the DNR approval letter for the Plans and Specifications, or portions thereof, issued under s. 281.41, Wis. Stats.

"Project Costs" means the costs of the Project that are eligible for financial assistance from the CWFPP under the Statute, which are allowable costs under the Regulations, which have been incurred by the Municipality, an estimate of which is set forth in Exhibit A hereto and made a part hereof.

"Regulations" means the Act; chs. NR 108, NR 110, NR 150, NR 151, NR 162, and NR 216, Wis. Adm. Code, the regulations of DNR; and ch. Adm. 35, Wis. Adm. Code, the regulations of DOA, adopted pursuant to and in furtherance of the Act, as such may be adopted or amended from time to time.

"SDWLP" means the State of Wisconsin Safe Drinking Water Loan Program, established pursuant to ss. 281.59 and 281.61, Wis. Stats.

"Servicing Fee" means any servicing fee that may be imposed by DNR and DOA pursuant to s. 281.58(9)(d), Wis. Stats., which shall cover the estimated costs of reviewing and acting upon the Application and servicing this FAA, and which the Municipality is obligated to pay as set forth in Section 3.04 hereof.

"Sewer Use Ordinance" means the ordinance (or other legislative enactments) meeting the requirements of the Regulations and enacted and enforced in each jurisdiction served by the Project.

"Sewerage System" means the entire sewerage system of the Municipality, specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality for the collection, transmission, treatment, and disposal of domestic and industrial sewerage and waste.

"State" means the State of Wisconsin.

"Statute" means ss. 281.58 and 281.59, Wis. Stats., as amended.

"Substantial Completion" means the date on which construction of the Project is sufficiently complete in accordance with the contract documents so that the owner can occupy and utilize the Project for its intended use.

"Supplemental Resolution" shall have the meaning set forth in the Program Resolution.

"Trustee" means the trustee appointed by the State pursuant to the Program Resolution and any successor trustee.

"User Charge System" means a system of charges meeting the requirements of s. NR 162.07, Wis. Adm. Code.

"User Fees" means fees charged or to be charged to users of the Project or the Sewerage System of which the Project is a part pursuant to the Municipality's User Charge System or otherwise.

"Water Quality Act" means the federal Water Quality Act of 1987, as amended.

"WPDES Permit" means a Wisconsin Pollutant Discharge Elimination System permit issued under ch. 283, Wis. Stats.

Section 1.02. Rules of Interpretation Unless the context clearly indicates to the contrary, the following rules shall apply to the context of this FAA:

- (a) Words importing the singular number shall include the plural number and vice versa, and one gender shall include all genders.
- (b) All references herein to particular articles or sections are references to articles or sections of this FAA.
- (c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this FAA, nor shall they affect its meaning, construction, or effect.
- (d) The terms "hereby", "hereof", "hereto", "herein", "hereunder", and any similar terms as used in this FAA refer to this FAA in its entirety and not the particular article or section of this FAA in which they appear. The term "hereafter" means after and the term "heretofore" means before the date of delivery of this FAA.
- (e) All accounting terms not otherwise defined in this FAA have the meanings assigned to them in accordance with generally accepted accounting principles, and all computations provided for herein shall be made in accordance with generally accepted accounting principles.

ARTICLE II REPRESENTATIONS

Section 2.01. Representations of the CWFP The CWFP represents and warrants as follows:

- (a) The State is authorized to issue the Bonds in accordance with the Statute and the Program Resolution and to use the proceeds thereof to provide funds for the making of the Loan to the Municipality to undertake and complete the Project.
- (b) The CWFP has complied with the provisions of the Statute and has full power and authority to execute and deliver this FAA, consummate the transactions contemplated hereby, and perform its obligations hereunder.
- (c) The CWFP is not in violation of any of the provisions of the Constitution or laws of the State which would affect its powers referred to in the preceding paragraph (b).
- (d) Pursuant to the Statute, the CWFP is authorized to execute and deliver this FAA, and to take actions and make determinations that are required of the CWFP under the terms and conditions of this FAA.
- (e) The execution and delivery by the CWFP of this FAA and the consummation of the transactions contemplated by this FAA shall not violate any indenture, mortgage, deed of trust, note, agreement, or other contract or instrument to which the State is a party, or by which it is bound, or, to the best of the CWFP's knowledge, any judgment, decree, order, statute, rule, or regulation applicable to the CWFP; all consents, approvals, authorizations, and orders of governmental or regulatory authorities that are required for the consummation of the transactions contemplated thereby have been obtained.
- (f) To the knowledge of the CWFP, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court, public board, or body, threatened against, pending, or affecting the CWFP, or, to the knowledge of the CWFP, any basis therefor, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which, in any way, could adversely affect the validity of this FAA or any agreement or instrument to which the State is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.

Section 2.02. Representations of the Municipality The Municipality represents, and warrants as of the date of this FAA, and with respect to paragraphs (n), (s), and (u), covenants throughout the term of this FAA, as follows:

(a) The Municipality possesses the legal municipal form of a metropolitan sewerage district under ss. 200.01 through 200.65, Wis. Stats. The Municipality is located within the State and is a "municipality" within the meaning of the Statute, duly organized and existing under the laws of the State, and has full legal right, power, and authority to:

- (1) conduct its business and own its properties,
- (2) enter into this FAA,
- (3) adopt the Municipal Obligation Resolution,
- (4) issue and deliver the Municipal Obligations to the CWFP as provided herein, and
- (5) carry out and consummate all transactions contemplated by each of the aforesaid documents.

(b) The Project is a project that is necessary to prevent the applicant from significantly exceeding an effluent limitation contained in its WPDES Permit (compliance maintenance).

(c) With respect to the issuance of the Municipal Obligations, the Municipality has complied with the Municipal Obligation Resolution and with all applicable laws of the State.

(d) The governing body of the Municipality has duly approved the execution and delivery of this FAA and the issuance and delivery of the Municipal Obligations in the aggregate principal amount of \$23,491,266 and authorized the taking of any and all action as may be required on the part of the Municipality and its authorized officers to carry out, give effect to, and consummate the transactions contemplated by each of the foregoing.

(e) This FAA and the Municipal Obligations have each been duly authorized, executed, and delivered, and constitute legal, valid, and binding obligations of the Municipality, enforceable in accordance with their respective terms.

(f) To the knowledge of the Municipality, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, threatened against, pending, or affecting the Municipality, or, to the knowledge of the Municipality, any basis therefor:

(1) affecting the creation, organization, or existence of the Municipality or the title of its officers to their respective offices;

(2) seeking to prohibit, restrain, or enjoin the execution of this FAA or the issuance or delivery of the Municipal Obligations;

(3) in any way contesting or affecting the validity or enforceability of the Municipal Obligation Resolution, the Municipal Obligations, this FAA, or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by this FAA; or

(4) wherein an unfavorable decision, ruling, or finding could adversely affect the transactions contemplated hereby or by the Municipal Obligation Resolution or the Municipal Obligations.

(g) The Municipality is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States, any applicable judgment or decree, or any agreement or other instrument to which the Municipality is a party, or by which it or any of its properties is bound, and no event has occurred that, with the passage of time, the giving of notice, or both, could constitute such a breach or default. The execution and delivery of this FAA,

the issuance and delivery of the Municipal Obligations, the adoption of the Municipal Obligation Resolution, and compliance with the respective provisions thereof shall not conflict with, or constitute a breach of or default under, any applicable law or administrative regulation of the State or of the United States, any applicable judgment or decree, or any agreement or other instrument to which the Municipality is a party, or by which it or any of its property is bound.

(h) The Municipal Obligations constitute validly-issued, legally-binding general obligations of the Municipality secured as set forth therein.

(i) The resolutions of the Municipality accepting the Loan and the Municipal Obligation Resolution have been duly adopted by the Municipality and remain in full force and effect as of the date hereof.

(j) The Municipality has full legal right and authority and all necessary permits, licenses, easements, and approvals (other than such permits, licenses, easements, or approvals that are not by their nature obtainable prior to Substantial Completion of the Project) required as of the date hereof to own the Project, carry on its activities relating thereto, undertake and complete the Project, and carry out and consummate all transactions contemplated by this FAA.

(k) The Municipality represents that it has not made any commitment or taken any action that shall result in a valid claim for any finders' or similar fees or commitments in respect to the issuance and sale of the Municipal Obligations and the making of the Loan under this FAA.

(l) The Project is eligible under s. 281.58(7), Wis. Stats., for financing from the CWFP, and the Project Costs are equal to or in excess of the principal amount of the Municipal Obligations. Portions of the Project that are ineligible for financing from the CWFP are listed within the Project Manager Summary Page attached hereto as Exhibit F. The Municipality intends the Project to be eligible under the Statute throughout the term of this FAA.

(m) All amounts shown in Exhibit A of this FAA are costs of a Project eligible for financial assistance from the CWFP under the Statute. All proceeds of any borrowing of the Municipality that have been spent and are being refinanced with the proceeds of the Loan made hereunder have been spent on eligible Project Costs. All Project Costs are reasonable, necessary, and allocable by the Municipality to the Project under generally accepted accounting principles. None of the proceeds of the Bonds shall be used directly or indirectly by the Municipality as working capital or to finance inventory, as opposed to capital improvements.

(n) The Project is and shall remain in compliance with all applicable federal, state, and local laws and ordinances (including rules and regulations) relating to zoning, building, safety, and environmental quality. The Municipality has complied with and completed all requirements of DNR necessary to commence construction of the Project prior to the date hereof. The Municipality intends to proceed with due diligence to complete the Project pursuant to Section 4.04 hereof.

(o) The Municipality does not intend to lease the Project or enter into a long-term contract for operation of the Project except as set forth in Exhibit D.

(p) The Municipality shall not take or omit to take any action which action or omission shall in any way cause the proceeds of the Bonds to be applied in a manner contrary to that provided in the Program Resolution.

(q) The Municipality has not taken and shall not take any action, and presently knows of no action that any other person, firm, or corporation has taken or intends to take, that would cause interest on the Municipal Obligations to be includable in the gross income of the owners of the Municipal Obligations for federal income tax purposes. The representations, certifications, and statements of reasonable expectation made by the Municipality as referenced in the Municipal Obligation Counsel Opinion and No Arbitrage Certificate are hereby incorporated by this reference as though fully set forth herein.

(r) Other than (1) "preliminary expenditures" as used in Treas. Regs. 26 CFR 1.150-2 in an amount not exceeding 20% of the principal amount of the Municipal Obligations, or (2) an amount not exceeding the lesser of \$100,000 or 5% of the principal amount of the Municipal Obligations, all of the proceeds of the Bonds loaned to the Municipality (other than refunding proceeds, if any) shall be used for Project Costs paid by the Municipality subsequent to a date which is 60 days prior to the date on which the Municipality adopted a reimbursement resolution pursuant to Treas. Regs. 26 CFR 1.150-2 stating its intent to reimburse other funds of the Municipality used to finance the Project, or subsequent to the issuance date of the Municipal Obligations.

(s) The Municipality represents that it has satisfied and shall continue to satisfy all the applicable requirements in s. 281.58, Wis. Stats., and ch. NR 162, Wis. Adm. Code.

(t) The Municipality has levied a tax that will generate annually sufficient revenue to pay the principal of and interest on the Municipal Obligations.

(u) The Municipality is in substantial compliance and shall remain in substantial compliance with all applicable conditions, requirements, and terms of any financial assistance previously awarded through the federal construction grants program, the Wisconsin Fund construction grants program, the CWFP, or the SDWLP.

(v) The Municipality has met all terms and conditions contained within and received DNR approval for the Plans and Specifications described in the definitions hereof.

(w) The Municipality represents that it submitted to DNR a bid tabulation for the Project with a recommendation to DNR for review and concurrence. The expected Substantial Completion date of the Project is September 30, 2027.

(x) If the Municipality fails to make a principal repayment or interest payment after its due date, DOA shall place on file a certified statement of all amounts due under this section and s. 281.58 or 281.61 or s. 281.60, 2021 stats. After consulting DNR, DOA may collect all amounts due by deducting those amounts from any state payments due the municipality or may add a special charge to the amount of taxes apportioned to and levied upon the county under s. 70.60. If DOA collects amounts due, it shall remit those amounts to the fund to which they are due and notify DNR of that action.

(y) The Municipality acknowledges that the State reserves the right upon default by the Municipality hereunder to have a receiver appointed to collect User Fees from the operation of the Sewerage System or, in the case of a joint utility system, to bill the users of the Sewerage System directly.

(z) The representations of the Municipality in the Application are true and correct as of the date of this FAA and are incorporated herein by reference as if fully set forth in this place.

(aa) There has been no material adverse change in the financial condition or operation of the Municipality or the Project since the submission date of the Application.

ARTICLE III LOAN PROVISIONS

Section 3.01. Loan Clauses

(a) Subject to the conditions and in accordance with the terms of this FAA, the CWFP hereby agrees to make the Loan and the Municipality agrees to accept the Loan. As evidence of the Loan made to the Municipality, the Municipality hereby agrees to sell to the CWFP Municipal Obligations

in the aggregate principal amount of \$23,491,266. The CWFP shall pay for the Municipal Obligations in lawful money of the United States, which shall be disbursed as provided in this FAA.

(b) Prior to disbursement, Loan proceeds shall be held by the CWFP or by the Trustee for the account of the CWFP. Earnings on undisbursed Loan proceeds shall be for the account of the CWFP. Loan proceeds shall be disbursed only upon submission by the Municipality of disbursement requests and approval thereof as set forth in Section 3.06 hereof.

(c) The Loan shall bear interest at the rate of two and 585/1000ths percent (2.585%) per annum, and interest shall accrue and be payable only on Loan proceeds actually disbursed from the date of disbursement until the date such amounts are repaid.

(d) The Department of Administration shall maintain a Loan Disbursement Table on its website <http://eif.doa.wi.gov/start.asp>. DOA shall make entries as each disbursement is made and as each principal amount is repaid; the CWFP and the Municipality agree that such entries shall be mutually binding.

(e) Upon Final Completion of the Project, DOA may request that the Municipality issue substitute Municipal Obligations in the aggregate principal amount equal to the outstanding principal balance of the Loan.

(f) The Municipality shall deliver, or cause to be delivered, a Municipal Obligation Counsel Opinion to the CWFP concurrently with the delivery of the Municipal Obligations.

Section 3.02. Type of Municipal Obligation and Security The Municipality's obligation to meet annual debt service requirements shall be a general obligation evidenced by issuance of general obligation bonds or notes pursuant to ch. 67, Wis. Stats. The security for the Municipality's obligation to meet the annual debt service requirements shall be the full faith and credit of the Municipality and an irrevocable levy of ad valorem taxes and may include revenues of the Sewerage System which are appropriated and irrevocably deposited in the debt service fund for the Municipal Obligations. Pursuant to s. 67.05(10), Wis. Stats., the tax levy may be reduced by the amounts of revenues so deposited. The Loan is also secured as provided in Section 3.08 hereof.

Section 3.03. Loan Amortization Principal and interest payments on the Loan (and on the Municipal Obligations evidencing the Loan) shall be due on the dates set forth in Exhibit B of this FAA. The payment amounts shown on Exhibit B are for informational purposes only and assume the full amount of the Loan is disbursed to the Municipality on December 10, 2025. It is understood that the actual amounts of the Municipality's Loan payments shall be based on the actual dates and amounts of Loan disbursements for the Project. Notwithstanding the foregoing or anything in the Municipal Obligations, the Loan shall be for no longer than twenty (20) years from the date of this FAA and shall mature and be fully amortized not later than twenty (20) years after the original issue date of the Municipal Obligations. Repayment of principal on the Loan shall begin not later than twelve (12) months after the expected or actual Substantial Completion date of the Project.

Section 3.04. Other Amounts Payable The Municipality hereby expressly agrees to pay to the CWFP:

(a) such Servicing Fee as the CWFP may impose pursuant to s. 281.58(9)(d), Wis. Stats., which shall be payable in semiannual installments on each interest payment date; such a Servicing Fee shall be imposed upon the Municipality after approval of a future Biennial Finance Plan by the State of Wisconsin Building Commission which contains a Servicing Fee requirement, schedule, and amount; and

(b) the Municipality's allocable share of the Fees and Charges as such costs are incurred. Allocable share shall mean the proportionate share of the Fees and Charges based on the outstanding principal of the Loan.

Amounts paid by the Municipality pursuant to this Section 3.04 shall be deposited in the Equity Fund established pursuant to the Program Resolution.

Section 3.05. Sale and Redemption of Municipal Obligations

- (a) Municipal Obligations may not be prepaid without the prior written consent of the CWFP. The CWFP has sole discretion to withhold such consent.
- (b) The Municipality shall pay all costs and expenses of the CWFP in effecting the redemption of the Bonds to be redeemed with the proceeds of the prepayment of the Municipal Obligations. Such costs and expenses may include any prepayment premium applicable to the CWFP and any investment losses incurred or sustained by the CWFP resulting directly or indirectly from any such prepayment.
- (c) Subject to subsection (a), the Municipality may prepay the Loan with any settlements received from any third party relating to the design or construction of the Project.
- (d) Prepayments of the Municipal Obligations shall be applied pro rata to all maturities of the Municipal Obligations.

Section 3.06. Disbursement of Financial Assistance

- (a) Under this FAA, financial assistance shall be drawn in the order specified in Section 3.01(d) of this document.
- (b) Each disbursement request shall be delivered to DNR. Each request must contain invoices or other evidence acceptable to DNR and DOA that Project Costs for which disbursement of financial assistance is requested have been incurred by the Municipality.
- (c) The CWFP, through its agents or Trustee, plans to make disbursements of financial assistance on a semimonthly basis upon approval of each disbursement request by DNR and DOA. Such approval by DNR and DOA may require adjustment and corrections to the disbursement request submitted by the Municipality. The Municipality shall be notified whenever such an adjustment or correction is made by DNR or DOA.
- (d) Disbursements made to the Municipality are subject to pre- and post-payment adjustments by DNR or DOA.
 - (1) If the financial assistance is not yet fully disbursed, and CWFP funds were previously disbursed for costs not eligible for CWFP funding or not eligible under this FAA, the CWFP shall make necessary adjustments to future disbursements.
 - (2) If the financial assistance is fully disbursed, including disbursements for any costs not eligible for CWFP funding or not eligible under this FAA, the Municipality agrees to repay to the CWFP an amount equal to the non-eligible costs within 60 days of notification by DNR or DOA. The CWFP shall then apply the amount it receives as a Loan prepayment or as a recovery of a Loan disbursement with Principal Forgiveness (if there is no outstanding Loan principal balance available to which the recovery may be applied).
- (e) The CWFP or its agent shall disburse financial assistance only to the Municipality's account by electronic transfer of funds. The Municipality hereby covenants that it shall take actions and provide information necessary to facilitate these transfers.
- (f) Disbursement beyond ninety-five percent (95%) of the financial assistance, unless otherwise agreed to by DNR and DOA pursuant to a written request from the Municipality, may be withheld until:

(1) DNR is satisfied that the Project has been completed in accordance with the Plans and Specifications, DNR has approved all change orders relating to the Project, and DNR has determined that the Project is in compliance with the Municipality's WPDES Permit;

(2) the Municipality certifies to DNR its acceptance of the Project from its contractors;

(3) the Municipality certifies in writing to DNR its compliance with applicable federal requirements (certification must be as prescribed on Exhibit C); and

(4) DNR certifies in writing to DOA the Municipality's compliance with all applicable requirements of this FAA.

(g) Treas. Regs. 26 CFR § 1.148-6(d)(1)(iii) applies to project expenditures. It states, in part, "An issuer must account for the allocation of proceeds to expenditures not later than 18 months after the later of the date the expenditure is paid or the date the project, if any, that is financed by the issue is placed in service".

Section 3.07. Remedies

(a) If the Municipality:

(1) or any authorized representative is not complying with federal or state laws, regulations, or requirements relating to the Project, and following due notice by DNR the Project is not brought into compliance within a reasonable period of time; or

(2) is not complying with or is in violation of any provision set forth in this FAA; or

(3) is not in compliance with the Statute or the Regulations;

then DNR may, until the Project is brought into compliance or the FAA non-compliance is cured to the satisfaction of DNR or DOA, impose one (1) or more of the following sanctions:

(i) Progress payments or disbursements otherwise due the Municipality of up to 20% may be withheld.

(ii) Project work may be suspended.

(iii) DNR may request a court of appropriate jurisdiction to enter an injunction or afford other equitable or judicial relief as the court finds appropriate.

(iv) Other administrative remedies may be pursued.

(b) If the Municipality fails to make any payment when due on the Municipal Obligations or fails to observe or perform any other covenant, condition, or agreement on its part under this FAA for a period of thirty (30) days after written notice is given to the Municipality by DNR, specifying the default and requesting that it be remedied, the CWFP is provided remedies by law and this FAA. These remedies include, but are not limited to, the following rights:

(1) Pursuant to s. 281.59(11)(b), Wis. Stats., DOA shall place on file a certified statement of all amounts due the CWFP under this FAA. DOA may collect all amounts due the CWFP by deducting those amounts from any State payments due the Municipality or adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located under s. 70.60, Wis. Stats.

(2) Pursuant to s. NR 162.17(1), Wis. Adm. Code, if the Loan has not been fully disbursed, DNR may: declare the unpaid Loan balance due and immediately payable; increase the

interest rate on the unpaid balance of the Loan to the market interest rate in effect on the date this FAA was executed; or immediately terminate this FAA and disburse no additional funds.

(3) The CWFP may, without giving bond to the Municipality or anyone claiming under it, have a receiver appointed for the CWFP's benefit of the Project and the Sewerage System and of the earnings, income, rents, issues, and profits thereof, with such powers as the court making such appointment shall confer. The Municipality hereby irrevocably consents to such appointment.

(4) In the case of a joint utility system, the CWFP may bill the users of the Sewerage System directly.

(5) The CWFP may enforce any right or obligation under this FAA, including the right to seek specific performance or mandamus, whether such action is at law or in equity.

Section 3.08. Security for the Loan As security for the Loan hereunder, the Municipality hereby pledges the full faith and credit of the Municipality and an irrepealable levy of ad valorem taxes (which is a dedicated source of revenue), and is in accordance with the terms of the Municipal Obligation Resolution.

Section 3.09. Effective Date and Term This FAA shall become effective upon its execution and delivery by the parties hereto, shall remain in full force and effect from such date, and shall expire on such date as the Municipal Obligations shall be discharged and satisfied in accordance with the provisions thereof.

ARTICLE IV CONSTRUCTION OF THE PROJECT

Section 4.01. Insurance The Municipality agrees to maintain property and liability insurance for the Sewerage System and Project that is reasonable in amount and coverage and that is consistent with prudent municipal insurance practices for the term of the Loan. The Municipality agrees to provide written evidence of insurance coverage to the CWFP upon request at any time during the term of the Loan.

In the event the Sewerage System or Project is damaged or destroyed, the Municipality agrees to use the proceeds from its insurance coverage either to repay the Loan or to repair or replace the Sewerage System.

Section 4.02. Construction of the Project The Municipality shall construct the Project, or cause it to be constructed, to Final Completion in accordance with the Application and the Plans and Specifications. The Municipality shall proceed with the acquisition and construction of the Project in conformity with law and with all applicable requirements of governmental authorities having jurisdiction with respect thereto, subject to such modifications of Plans and Specifications that alter the cost of the Project, use of space, Project scope, or functional layout, as may be previously approved by DNR.

Section 4.03. Performance Bonds The Municipality shall provide, or cause to be provided, performance bonds assuring the performance of the work to be performed under all construction contracts entered into with respect to the Project. All performance bonds required hereunder shall be issued by independent surety companies authorized to transact business in the State.

Section 4.04. Completion of the Project

(a) The Municipality agrees that it shall undertake and complete the Project for the purposes and in the manner set forth in this FAA and in accordance with all federal, state, and local laws, ordinances, and regulations applicable thereto. The Municipality shall, with all practical dispatch and in a sound and economical manner, complete or cause to be completed the acquisition and construction of the Project and do all other acts necessary and possible to entitle it to receive User Fees with respect to the Project at the earliest practicable time. The Municipality shall obtain all

necessary approvals from any and all governmental agencies prior to construction which are requisite to the Final Completion of the Project.

(b) The Municipality shall notify DNR of the Substantial Completion of the Project. The Municipality shall cause to be prepared as-built plans for the Project at or prior to completion thereof.

(c) The Municipality shall take and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts diligently and in accordance with the terms of the contracts including, without limitation, the correcting of defective work.

(d) Upon Final Completion of the Project in accordance with the Plans and Specifications, the Municipality shall:

(1) certify to DNR its acceptance of the Project from its contractors, subject to claims against contractors and third parties;

(2) complete and deliver to DNR the completed Utilization of Disadvantaged Business Enterprises (DBE) form attached hereto as Exhibit E of this FAA;

(3) prepare and deliver to DNR the completed Federal Requirements Compliance Certification attached hereto as Exhibit C of this FAA;

(4) obtain all required permits and authorizations from appropriate authorities for operation and use of the Project; and

(5) submit to DNR a completed Operation and Maintenance Manual Certification Checklist form to be provided by DNR or obtained from DNR's website.

Section 4.05. Payment of Additional Project Costs

(a) In the event of revised eligibility determinations, cost overruns, and amendments exceeding the Loan amount, the CWFP may allocate additional financial assistance to the Project. The allocation of additional financial assistance may be in the form of a loan at less than the market interest rate, which is established pursuant to the Statute and Regulations. The allocation of additional financial assistance shall depend upon availability of funds, pursuant to the Statute and the Regulations.

(b) In the event the Loan proceeds are not sufficient to pay the costs of the Project in full, the Municipality shall nonetheless complete the Project and pay that portion of the Project Costs as may be in excess of available Loan proceeds, and shall not be entitled to any reimbursement therefor from the CWFP, or the owners of any Bonds, except from the proceeds of additional financing which may be provided by the CWFP pursuant to an amendment of this FAA or through a separate financial assistance agreement.

Section 4.06. No Warranty Regarding Condition, Suitability, or Cost of Project Neither the CWFP, DOA, DNR, nor the Trustee makes any warranty, either express or implied, as to the Project or its condition, or that it shall be suitable for the Municipality's purposes or needs, or that the proceeds of the Loan shall be sufficient to pay the costs of the Project. Review or approval of engineering reports, facilities plans, the Plans and Specifications, or other documents, or the inspection of Project construction by DNR, does not relieve the Municipality of its responsibility to properly plan, design, build, and effectively operate and maintain the Project as required by laws, regulations, permits, and good management practices. DNR or its representatives are not responsible for increased costs resulting from defects in the Plans and Specifications or other Project documents. Nothing in this section prohibits a Municipality from requiring more assurances, guarantees, or indemnity or other contractual requirements from any party performing Project work.

ARTICLE V COVENANTS

Section 5.01. Application of Loan Proceeds The Municipality shall apply the proceeds of the Loan solely to Project Costs.

Section 5.02. Operation and Maintenance; Equipment Replacement Fund

(a) After completion of the Project, the Municipality shall:

- (1) at all times operate the Project or otherwise cause the Project to be operated properly and in a sound and economical manner, including proper training of personnel;
- (2) maintain, preserve, and keep the Project or cause the Project to be maintained, preserved, and kept in good repair, working order, and condition; and
- (3) periodically make, or cause to be made, all necessary and proper repairs, replacements, and renewals so that at all times the operation of the Project may be properly conducted in a manner that is consistent with the requirements of the WPDES Permit.

(b) So long as the Loan is outstanding, the Municipality shall not, without the approval of DNR, discontinue operation of, sell, or otherwise dispose of the Sewerage System or Project, except for portions of the Sewerage System sold or otherwise disposed of in the course of ordinary repair and replacement of parts.

(c) The Municipality shall establish an equipment replacement fund according to s. NR 162.07, Wis. Adm. Code, and maintain the equipment replacement fund as a separate fund of the Municipality. All User Fees or other revenues specifically collected for the equipment replacement fund shall be deposited into the equipment replacement fund and used for replacement and major repair of equipment necessary for the operation of the Sewerage System, or for unexpected, unbudgeted costs incurred for continuing effective operations of the Sewerage System. Annual deposits shall be made to the equipment replacement fund in amounts sufficient to meet the equipment replacement itemized schedule developed by the Municipality or the percentage schedule option. The Project Manager Summary Page (Exhibit F) shall specify the required annual deposit or required minimum balance/percentage.

Section 5.03. Compliance with Law At all times during construction of the Project and operation of the Sewerage System, the Municipality shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, permits, and approvals, and with this FAA, including, without limitation, the Statute, the Regulations, and the WPDES Permit.

Section 5.04. Public Ownership The Municipality shall at all times retain ownership of the Project and the Sewerage System of which it is a part.

Section 5.05. Establishment of Project Accounts; Audits

(a) The Municipality shall maintain Project accounts in accordance with generally accepted accounting principles (GAAP), including standards relating to the reporting of infrastructure assets and directions issued by the CWFP. Without any request the Municipality shall furnish to DOA as soon as available, and in any event within one hundred eighty (180) days after the close of each fiscal year, a copy of the audit report for such year and accompanying GAAP-based financial statements for such period, as examined and reported by independent certified public accountants of recognized standing selected by the Municipality and reasonably satisfactory to DOA, whose reports shall indicate that the accompanying financial statements have been prepared in conformity with GAAP and include standards relating to the reporting of infrastructure assets.

(b) The Municipality shall maintain a separate account that reflects the receipt and expenditure of all CWFP funds for the Project. All Loan proceeds shall be credited promptly upon receipt thereof and shall be reimbursement for or expended only for Project Costs. The Municipality shall: permit any authorized representative of DNR or DOA, or agents thereof, the right to review or audit all records relating to the Project or the Loan; produce, or cause to be produced, all records relating to any work performed under the terms of this FAA for examination at such times as may be designated by any of them; permit extracts and copies of the Project records to be made by any of them; and fulfill information requests by any of them.

Section 5.06. Records The Municipality shall retain all files, books, documents, and records relating to construction of the Project for at least three years following the date of Final Completion of the Project, or for longer periods if necessary due to any appeal, dispute, or litigation. All other files and records relating to the Project shall be retained so long as this FAA remains in effect. As-built plans for the Project shall be retained for the useful life of the Project.

Section 5.07. Project Areas The Municipality shall permit representatives of DNR access to the Project and related records at all reasonable times, include provisions in all contracts permitting such access during construction and operation of the Sewerage System, and allow extracts and copies of Project records to be made by DNR representatives.

Section 5.08. Engineering Inspection The Municipality shall provide competent and adequate inspection of all Project construction under the direction of a professional engineer licensed by the State. The Municipality shall direct such engineer to inspect work necessary for the construction of the Project and to determine whether such work has been performed in accordance with the Plans and Specifications. Any such work not in accordance with the Plans and Specifications shall be remedied unless such noncompliance is waived by DNR.

Section 5.09. Tax Covenants

(a) The Municipality covenants and agrees that it shall not take any action, or omit to take any action, which action or omission would result in the loss of the exclusion of the interest on any Municipal Obligations now or hereafter issued from gross income for purposes of federal income taxation as that status is governed by Section 103(a) of the Code or any successor provision.

(b) The Municipality shall not take any action, or omit to take any action, which action or omission would cause its Municipal Obligations to be "private activity bonds" within the meaning of Section 141(a) of the Code or any successor provision.

(c) The Municipality shall not directly or indirectly use, or permit the use of, any proceeds of the Bonds (or amounts replaced with such proceeds) or any other funds, or take any action, or omit to take any action, which use or action or omission would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code or any successor provision. The Municipality hereby further covenants to ensure that all amounts actually received by such Municipality from the CWFP are advanced within three Business Days to the entity submitting the invoice (or to reimburse the Municipality) to which each amount relates, and that all amounts actually received by such Municipality from the CWFP shall not be invested in any interest-bearing account.

(d) The Municipality shall not use (directly or indirectly) the proceeds of the Bonds in any manner that would constitute an "advance refunding" within the meaning of Section 149(d)(2) of the Code or any successor provision. Without limiting the foregoing, any proceeds of the Bonds used to repay interim or other prior financing of Project Costs shall be applied within three (3) Business Days of receipt of the proceeds to the payment of principal of such financing.

Section 5.10. User Fee Covenant

(a) The Municipality hereby certifies that it has adopted and shall charge User Fees with respect to the Project in accordance with applicable laws, the Statute, and the Regulations in amounts such that revenues of the Municipality with respect to the Project shall be sufficient, together with other funds available to the Municipality for such purposes, to pay all costs of operating and maintaining the Project in accordance with this FAA.

(b) The Municipality covenants that it shall adopt and shall adequately maintain for the design life of the Project a system of User Fees with respect to the Project in accordance with s. NR 162.07, Wis. Adm. Code. The Municipality covenants that it shall review the User Charge System at least every two years and shall revise and charge User Fees with respect to the Project such that the revenues and funds described in paragraph (a) shall be sufficient to pay the costs described in paragraph (a).

Section 5.11. Notice of Impaired System The Municipality shall promptly notify DNR and DOA in the case of: any material damage to or destruction of the Project or any part thereof; any actual or threatened proceedings for the purpose of taking or otherwise affecting by condemnation, eminent domain, or otherwise, all or a part of the Sewerage System; or any action, suit, or proceeding at law or in equity, or by or before any governmental instrumentality or agency, or any other event which may impair the ability of the Municipality to construct the Project, operate the Sewerage System, or set and collect User Fees as set forth in Section 5.10.

Section 5.12. Hold Harmless The Municipality shall save, keep harmless, and defend DNR, DOA, and all their officers, employees, and agents, against any and all liability, claims, and costs of whatever kind and nature for injury to or death of any person or persons, and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the construction, occupancy, use, service, operation, or performance of work in connection with the Project, the Sewerage System, or acts or omissions of the Municipality's employees, agents, or representatives.

Section 5.13. Nondiscrimination Covenant

(a) In connection with the Project, the Municipality agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Municipality agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provision of the nondiscrimination clause.

(b) The Municipality shall incorporate the following provision into all Project contracts which have yet to be executed: "In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant because of age, race, religion, color, handicap, sex, physical condition, developmental disability, or national origin. The contractor further agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause."

(c) The Municipality shall follow all federal statutes and regulations prohibiting discrimination, without limitation, including the following:

- (1) Age Discrimination Act, Pub. L. 94-135

- (2) Equal Employment Opportunity, Executive Order 11246
- (3) Section 13 of the Clean Water Act, Pub. L. 92-500
- (4) Section 504 of the Rehabilitation Act, Pub. L. 93-112 supplemented by Executive Orders 11914 and 11250
- (5) Title VI of the Civil Rights Act, Pub. L. 88-352
- (6) Participation by Disadvantaged Business Enterprises in Procurement, s. NR 162.08(4) and s. NR 166.11(4) Wis. Adm. Code.

Section 5.14. Employees The Municipality or its employees or agents are not employees or agents of the DNR or DOA for any purpose, including worker's compensation.

Section 5.15. Adequate Funds The Municipality shall have sufficient funds available to repay the Loan. The Municipality shall have sufficient funds available when construction of the Project is completed to ensure effective operation and maintenance of the Project for purposes constructed.

Section 5.16. Management The Municipality shall provide and maintain competent and adequate management, supervision, and inspection at the construction site to ensure that the completed work conforms with the Plans and Specifications. The Municipality shall furnish progress reports and such other information as DNR may require.

Section 5.17. Reimbursement Any disbursement made under the Loan to the Municipality in excess of the amount determined by final audit to be due the Municipality shall be reimbursed to DOA within 60 days after DNR or DOA provides a notice stating the amount of excess funds disbursed.

Section 5.18. Unpaid User Fees The Municipality shall, to the fullest extent permitted by law, take all actions necessary to certify any unpaid User Fees to the county treasurer in order that such unpaid User Fees will be added as a special charge to the property tax bill of the user.

Section 5.19. Sewer Use Ordinance The Municipality shall comply with the provisions of the Sewer Use Ordinance, as certified in the Application. The Municipality covenants that it shall comply with and enforce all provisions of the Sewer Use Ordinance, as established pursuant to the Statute and Regulations.

Section 5.20. Rebates The Municipality agrees to pay to the CWFP any refunds, rebates, credits, or other amounts received for Project Costs for which disbursement of funds has already been made by the CWFP. The CWFP shall then apply the amount it receives as a Loan prepayment.

Section 5.21. Maintenance of Legal Existence

(a) Except as provided in par. (b), the Municipality shall maintain its legal existence and shall not dissolve or otherwise dispose of all or substantially all of its assets and shall not consolidate with or merge into another legal entity.

(b) A Municipality may consolidate with or merge into any other legal entity, dissolve or otherwise dispose of all of its assets or substantially all of its assets, or transfer all or substantially all of its assets to another legal entity (and thereafter be released of all further obligation under this FAA and the Municipal Obligations) if:

- (1) the resulting, surviving, or transferee legal entity is a legal entity established and duly existing under the laws of Wisconsin;
- (2) such resulting, surviving, or transferee legal entity is eligible to receive financial assistance under the Statute;

(3) such resulting, surviving, or transferee legal entity expressly assumes in writing all of the obligations of the Municipality contained in this FAA and the Municipal Obligations and any other documents the CWFP deems reasonably necessary to protect its environmental and credit interests; and

(4) the CWFP shall have consented in writing to such transaction, which consent may be withheld in the absolute discretion of the CWFP.

Section 5.22. Wage Rate Requirements The Municipality represents that it shall comply with Section 513 of the Federal Water Pollution Control Act (33 USC 1372), which requires that all laborers and mechanics employed by contractors and subcontractors funded directly by or assisted in whole or in part with funding under the Loan shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Section 5.23. American Iron and Steel and Build America, Buy America The Municipality agrees to comply with all federal requirements applicable to the Project, including those imposed by the Infrastructure Investment and Jobs Act, which the Municipality understands requires that all iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (Build America, Buy America requirements) unless the Municipality requested and obtained a waiver from the cognizant agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver.

If the Municipality is exempt from Build America, Buy America requirements due to a waiver, the Municipality shall comply with the requirements for use of American Iron and Steel contained in section 608 of the Act for products used in the Project which are made primarily of iron and/or steel. If the Municipality is not exempt from Build America, Buy America requirements, EPA views the American Iron and Steel requirements as meeting the iron and steel product requirements of Build America, Buy America Section 70914.

The Municipality agrees to comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or the CWFP), such as records regarding performance indicators of program deliverables, information on costs, and Project progress reports. The Municipality understands that: (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities, and (ii) failure to comply with the applicable legal requirements and this FAA may result in a default hereunder that results in: a repayment of the assistance agreement in advance of the maturity of the Bonds; termination and/or repayment of grants, cooperative agreements, or direct assistance; or other remedial actions.

Section 5.24. Federal Single Audit At the time of signing of this FAA, the funds awarded to the Municipality for this Project are considered to be subject to federal single audit requirements, but such consideration may change subsequent to this FAA if any changes are made to federal single audit requirements applicable to municipalities. To the extent applicable, the Municipality shall comply with the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Rewards (Uniform Guidance). For auditor's reference, the CWFP Project falls under Catalog of Federal Domestic Assistance number 66.458. Without any request the Municipality shall furnish to DOA, at doaeif@wisconsin.gov as soon as available, and in any event within 30 days after completion, the Federal Single Audit. Notification must include acknowledgement of any SRF findings and/or resolution to prior year findings.

Section 5.25. Federal Equivalency Project The Municipality covenants that the Project shall comply with the Federal requirements applicable to activities supported with federal funds, a list of which is included as Exhibit G of this FAA.

ARTICLE VI
MISCELLANEOUS

Section 6.01. Notices All notices, certificates, or other communications hereunder shall be sufficiently given, and shall be deemed given, when electronically delivered, hand delivered or mailed by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below:

- (a) DEPARTMENT OF ADMINISTRATION
OFFICE OF CAPITAL FINANCE
CLEAN WATER FUND PROGRAM
101 EAST WILSON STREET 10TH FLOOR
MADISON WI 53702-0004
OR
PO BOX 7864
MADISON WI 53707-7864
- (b) DEPARTMENT OF NATURAL RESOURCES
BUREAU OF COMMUNITY FINANCIAL ASSISTANCE
101 SOUTH WEBSTER STREET CF/2
MADISON WI 53702-0005
OR
PO BOX 7921
MADISON WI 53707-7921
- (c) US BANK CORP TRUST
MATTHEW HAMILTON EP-MN-WS3T
60 LIVINGSTON AVENUE
ST PAUL MN 55101-2292
- (d) GREEN BAY METROPOLITAN SEWERAGE DISTRICT
2231 NORTH QUINCY STREET
GREEN BAY WI 54302

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent, by notice in writing given to the others. Any notice herein shall be delivered simultaneously to DNR and DOA.

Section 6.02. Binding Effect This FAA shall be for the benefit of, and shall be binding upon, the CWFP and the Municipality and their respective successors and assigns.

Section 6.03. Severability In the event any provision of this FAA shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect any other provision hereof.

Section 6.04. Amendments, Supplements, and Modifications This FAA may be amended, supplemented, or modified to provide for additional loans for the Project by the CWFP to the Municipality or for other purposes. All amendments, supplements, and modifications shall be in writing between the CWFP (by DNR and DOA acting under authority of the Statute) and the Municipality.

Section 6.05. Execution in Counterparts This FAA may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Section 6.06. Applicable Law This FAA shall be governed by and construed in accordance with the laws of the State, including the Statute.

Section 6.07. Benefit of Financial Assistance Agreement This FAA is executed, among other reasons, to induce the purchase of the Municipal Obligations. Accordingly, all duties, covenants, obligations, and agreements of the Municipality herein contained are hereby declared to be for the benefit of, and are enforceable by, the CWFP, the Trustee, or their authorized agents.

Section 6.08. Further Assurances The Municipality shall, at the request of DNR and DOA, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning, and confirming the rights, security interests, and agreements granted or intended to be granted by this FAA and the Municipal Obligations.

Section 6.09. Assignment of Municipal Obligations The Municipality hereby agrees that the Municipal Obligations may be sold, transferred, pledged, or hypothecated to any third party without the consent of the Municipality.

Section 6.10. Covenant by Municipality as to Compliance with Program Resolution The Municipality covenants and agrees that it shall comply with the provisions of the Program Resolution with respect to the Municipality and that the Trustee and the owners of the Bonds shall have the power and authority provided in the Program Resolution. The Municipality further agrees to aid in the furnishing to DNR, DOA, or the Trustee of opinions that may be required under the Program Resolution.

Section 6.11. Termination This FAA may be terminated in whole or in part pursuant to one or more of the following:

- (a) The CWFP and the Municipality may enter into an agreement to terminate this FAA at any time. The termination agreement shall establish the effective date of termination of this FAA, the basis for settlement of termination costs, and the amount and date of payment of any sums due either party.
- (b) If the Municipality wishes to unilaterally terminate all or any part of the Project work for which financial assistance has been awarded, the Municipality shall promptly give written notice to DNR. If the CWFP determines that there is a reasonable basis for the requested termination, the CWFP may enter into a termination agreement, including provisions for FAA termination costs, effective with the date of cessation of the Project work by the Municipality. If the CWFP determines that the Municipality has ceased work on the Project without reasonable basis, the CWFP may unilaterally terminate financial assistance or rescind this FAA.

Section 6.12. Rescission The CWFP may rescind this FAA prior to the first disbursement of any funds hereunder if it determines that:

- (a) there has been substantial non-performance of the Project work by the recipient without justification under the circumstances;
- (b) there is substantial evidence this FAA was obtained by fraud;
- (c) there is substantial evidence of gross abuse or corrupt practices in the administration of the Project;
- (d) the Municipality has failed to comply with the covenants contained in this FAA; or
- (e) any of the representations of the Municipality contained in this FAA were false in any material respect.

IN WITNESS WHEREOF, the CWFP and the Municipality have caused this FAA to be executed and delivered, as of the date and year first written above.

GREEN BAY METROPOLITAN SEWERAGE DISTRICT

By: _____
Kathryn Hasselblad
Commission President

Attest: _____
Thomas Mainz
Commission Secretary

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

By: _____
Authorized Officer

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By: _____
Authorized Officer

EXHIBIT A

PROJECT BUDGET SHEET

GREEN BAY METROPOLITAN SEWERAGE DISTRICT
CWFP Project No. 4198-98

	Total Project Costs	Ineligible Costs Funded by Municipality	Eligible CWFP Costs Funded by Loan #4198-73	CWFP Total Award
Force Account	0.00	0.00	0.00	0.00
Interim Financing	0.00	0.00	0.00	0.00
Preliminary Engineering	1,058,664.00	6.97	1,058,657.03	0.00
Land or Easement Acquisition	0.00	0.00	0.00	0.00
Engineering/Construction Mgmt.	2,335,400.00	0.00	0.00	2,335,400.00
Construction/Equipment	20,243,616.50	0.00	108,030.50	20,135,586.00
Contingency	1,006,780.50	0.50	0.00	1,006,780.00
Miscellaneous Costs	0.00	0.00	0.00	0.00
Closing Costs	18,500.00	0.00	5,000.00	13,500.00
TOTAL	\$24,662,961.00	\$7.47	\$1,171,687.53	\$23,491,266.00

Green Bay Metro Sewer District, Wisconsin**Exhibit B**

Project 4198-98 Clean Water Fund Program

Loan Closing Date:

December 10, 2025

Payment Date	Principal Payment	Interest Rate	Interest Payment	Principal & Interest	Bond Year Debt Service	Calendar Year Debt Service
1-May-26	0.00	2.585%	237,839.28	237,839.28	237,839.28	0.00
1-Nov-26	0.00	2.585%	303,624.61	303,624.61	0.00	541,463.89
1-May-27	0.00	2.585%	303,624.61	303,624.61	607,249.22	0.00
1-Nov-27	0.00	2.585%	303,624.61	303,624.61	0.00	607,249.22
1-May-28	1,041,407.55	2.585%	303,624.61	1,345,032.16	1,648,656.77	0.00
1-Nov-28	0.00	2.585%	290,164.42	290,164.42	0.00	1,635,196.58
1-May-29	1,068,327.93	2.585%	290,164.42	1,358,492.35	1,648,656.77	0.00
1-Nov-29	0.00	2.585%	276,356.28	276,356.28	0.00	1,634,848.63
1-May-30	1,095,944.21	2.585%	276,356.28	1,372,300.49	1,648,656.77	0.00
1-Nov-30	0.00	2.585%	262,191.20	262,191.20	0.00	1,634,491.69
1-May-31	1,124,274.37	2.585%	262,191.20	1,386,465.57	1,648,656.77	0.00
1-Nov-31	0.00	2.585%	247,659.96	247,659.96	0.00	1,634,125.53
1-May-32	1,153,336.86	2.585%	247,659.96	1,400,996.82	1,648,656.78	0.00
1-Nov-32	0.00	2.585%	232,753.08	232,753.08	0.00	1,633,749.90
1-May-33	1,183,150.62	2.585%	232,753.08	1,415,903.70	1,648,656.78	0.00
1-Nov-33	0.00	2.585%	217,460.86	217,460.86	0.00	1,633,364.56
1-May-34	1,213,735.06	2.585%	217,460.86	1,431,195.92	1,648,656.78	0.00
1-Nov-34	0.00	2.585%	201,773.33	201,773.33	0.00	1,632,969.25
1-May-35	1,245,110.11	2.585%	201,773.33	1,446,883.44	1,648,656.77	0.00
1-Nov-35	0.00	2.585%	185,680.28	185,680.28	0.00	1,632,563.72
1-May-36	1,277,296.21	2.585%	185,680.28	1,462,976.49	1,648,656.77	0.00
1-Nov-36	0.00	2.585%	169,171.23	169,171.23	0.00	1,632,147.72
1-May-37	1,310,314.32	2.585%	169,171.23	1,479,485.55	1,648,656.78	0.00
1-Nov-37	0.00	2.585%	152,235.42	152,235.42	0.00	1,631,720.97
1-May-38	1,344,185.94	2.585%	152,235.42	1,496,421.36	1,648,656.78	0.00
1-Nov-38	0.00	2.585%	134,861.81	134,861.81	0.00	1,631,283.17
1-May-39	1,378,933.15	2.585%	134,861.81	1,513,794.96	1,648,656.77	0.00
1-Nov-39	0.00	2.585%	117,039.10	117,039.10	0.00	1,630,834.06
1-May-40	1,414,578.57	2.585%	117,039.10	1,531,617.67	1,648,656.77	0.00
1-Nov-40	0.00	2.585%	98,755.67	98,755.67	0.00	1,630,373.34
1-May-41	1,451,145.43	2.585%	98,755.67	1,549,901.10	1,648,656.77	0.00
1-Nov-41	0.00	2.585%	79,999.62	79,999.62	0.00	1,629,900.72
1-May-42	1,488,657.54	2.585%	79,999.62	1,568,657.16	1,648,656.78	0.00
1-Nov-42	0.00	2.585%	60,758.72	60,758.72	0.00	1,629,415.88
1-May-43	1,527,139.34	2.585%	60,758.72	1,587,898.06	1,648,656.78	0.00
1-Nov-43	0.00	2.585%	41,020.44	41,020.44	0.00	1,628,918.50
1-May-44	1,566,615.88	2.585%	41,020.44	1,607,636.32	1,648,656.76	0.00
1-Nov-44	0.00	2.585%	20,771.93	20,771.93	0.00	1,628,408.25
1-May-45	1,607,112.91	2.585%	20,771.93	1,627,884.84	1,648,656.77	1,627,884.84

Totals	23,491,266.00		7,029,644.42	30,520,910.42	30,520,910.42	30,520,910.42
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Net Interest Rate	2.5850%
Bond Years	271,939.8321
Average Life	11.5762

The above schedule assumes full disbursement of the loan on the loan closing date.

06-Nov-25 Wisconsin Department of Administration

Loan Payment Schedule Comments

Please review the preceding loan payment schedule. It shows the dates of the first interest and principal payments. This schedule (Exhibit B), assumes all the loan funds are drawn on the loan closing date. Though borrowers often draw loan funds over time, interest only accrues when the funds are disbursed and after the date of each disbursement.

Payment schedules are based on when disbursements are drawn to date and are located at <https://eif.doa.wi.gov/>. Select "Loan Payment Schedule" on the lower half of the page.

Additional municipal loan reports are located at: <https://eif.doa.wi.gov/>. These reports include the following:

<u>Available Report</u>	<u>Information Provided</u>
Auditor Verification Report	Information commonly requested by municipal auditors. Available for completed calendar years.
Loan Account History	Loan disbursements, principal payments, and loan balance.
Loan Payment Schedule	Future principal and interest payments for disbursements.
Payment History	Past principal and interest payments.
Disbursement History	Past loan and grant disbursements.

Use the "Output to Excel" button at the bottom of the page to create the report in Microsoft Excel. Find details on generating reports at <https://eif.doa.wi.gov/siteDescr.htm>.

The Environmental Improvement Fund sends invoices semi-annually. Invoices are sent approximately 45 days prior to the due date. If the municipality has multiple loans, DOA will send a single invoice showing the payment amount for each loan.

May 1: principal and interest payments due
November 1: interest payments due

Contract DOA staff for more information about your payment schedule at doaeif@wisconsin.gov.

EXHIBIT C

FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION

[Prepare on Municipal Letterhead at Project Completion and Closeout]

The undersigned officials of the Green Bay Metropolitan Sewerage District (the "Municipality") hereby certify that, for all expenditures made for construction of DNR Project No. 4198-98 (the "Project"), the Municipality has met the prevailing wage rate requirements of the Davis-Bacon Act.

The Municipality further certifies that, after taking into account any national or project-specific waivers approved by the U.S. Environmental Protection Agency, DNR Project No. 4198-98 has met the requirements for Build America, Buy America of the Infrastructure Investment and Jobs Act, Public Law No. 117-58, §§ 70901-52, and the use of American Iron and Steel contained in section 608 of the Federal Water Pollution Control Act, as amended.

The above certification is determined, after due and diligent investigation, to be true and accurate to the best of my knowledge.

By: _____
[Name of Municipal Official or
Authorized Representative]
[Title]

Dated as of: _____

Attest: _____
[Name of Clerk or Secretary]
[Title]

Dated as of: _____

EXHIBIT D

OPERATING CONTRACTS

As of the date of this FAA, the Municipality does not have any contracts with private entities or other governmental units to operate its Sewerage System.

EXHIBIT E

UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)

Notice: This form is authorized by ss. 281.58, 281.59, and 281.61, Wis. Stats. Submittal of a completed form to the DNR is mandatory prior to receiving a final disbursement. Dollar amounts listed on the form should only include amounts paid under the Financial Assistance Agreement. Information collected on this form will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Public Records Law [ss. 19.31–19.39, Wis. Stats.].

Municipality Green Bay Metropolitan Sewerage District	Project Number 4198-98
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Project Description
Improve Pumping & Headworks – De Pere Facility - Phase 2

Are any DBEs expected to be utilized on the project? If yes, list below. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				Enter at Project Closeout	
DBE Firm	Indicate DBE Type	Construction or Non-construction*	Contract Estimate (\$)	Actual Amount Paid to the DBE (\$)	Certifying Agency or List
<i>SAMPLE: ABC Engineering, LLC.</i>	<i>X MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other</i>	<i>Non-construction</i>	<i>10,000</i>	<i>9,950</i>	<i>WisDOT</i>
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other				
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	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other				

* Construction costs include but are not limited to paving, excavation, HVAC, plumbing, electrical, carpentry, trucking, and equipment. Non-construction costs include but are not limited to professional services, engineering, land acquisition, and supplies.

I hereby certify that, to the best of my knowledge and belief, the information provided on this form is accurate and correct.

Signature of Municipal Representative		Date Signed
Name of Person Completing This Form	Email Address	Phone Number

EXHIBIT F

PROJECT MANAGER SUMMARY PAGE

GREEN BAY METROPOLITAN SEWERAGE DISTRICT

CWFP Project No. 4198-98

1. **Project Description:** The funding for this Project will be used to install the pumps and screening equipment from phase 1, project #4198-73. This Project is known as phase 2 of the *De Pere Facility Pumping and Headworks Project*. The Project is located at the existing De Pere Facility (DPF) owned by the Green Bay Metropolitan Sewerage District, 315 Leonard Street, De Pere, Wisconsin. The following municipalities will be served by this Project: City of De Pere, Village of Ashwaubenon, Village of Hobart, Town of Lawrence, and Town of Ledgeview.

This Project has received a waiver to Build America, Buy America (BABA). The DNR confirmed this via an email, dated, April 12, 2024, “Based on EPA’s memorandum [<https://www.epa.gov/system/files/documents/2023-05/BABA-OW-Supp-FAQ-May-2023.pdf>] “Supplemental Questions and Answers for Build America, Buy America Act Implementation Procedures for Office of Water Federal Financial Assistance Programs” question and answer number 8.8, this concurrence also applies to future phases of this project, even if funding for additional phases is awarded after SFY2024. The project number assigned to phase 2 of the WWTP - DP Headworks Improvements project is 4198-98.”

2. **Ineligible Costs:** \$7.47 was determined to be ineligible for funding; this includes \$6.97 for Strand Associates, Inc. preliminary design and \$0.50 of contingency to make the loan a whole dollar amount.
3. **Other Funding Sources for Eligible Costs:** The CWFP project #4198-73, has funded a total of \$1,171,687.53 which includes:
 - \$4,708.00 Giles Engineering Associates, Inc. for preliminary design
 - \$1,053,949.03 Strand Associates, Inc., for preliminary design
 - \$62,400.00 LAI, LTD., equipment
 - \$45,630.50 Headworks International, Inc., equipment
 - \$5,000.00 Griggs Law Office. LLC., for bond counsel
4. **Miscellaneous Costs:** There are no miscellaneous costs included in the budget.
5. **Contingency Allowance:** The contingency allowance of \$1,006,780.00 is five percent of the amount of uncompleted construction work. The Municipality must obtain CME approval of change orders prior to requesting reimbursement.
6. **Equipment Replacement Fund:** The Municipality shall establish an equipment replacement fund according to s. NR 162.07, Wis. Adm. Code, and maintain the equipment replacement fund as a separate fund of the Municipality. The required minimum percentage shall be 5% resulting in a minimum balance of \$6,026,051.00. The Municipality has a maximum of three years from the first principal payment on the Loan to achieve the required minimum balance/percentage.
7. **DBE Good Faith Effort:** The Municipality met the good faith effort requirements by placing an ad soliciting for DBE participation and the prime contractor, Miron Construction Co. Inc., solicited for DBEs by placing a bid ad and emailing DBEs inviting them to bid. No DBEs were selected to perform work.
8. **Green Project Reserve:** There are no Green Project Reserve Costs identified in this Project.
9. **Build America, Buy America:** This Project is subject to the Build America, Buy America requirements of Title IX of the Infrastructure Investment and Jobs Act, Public Law No. 117-58, §§ 70901-52 but; because, this Project is exempt from Build America, Buy America requirements under a project

specific or general applicability waiver, the Project is still subject to American Iron and Steel requirements of Section 608 of the Act.

10. Federal Single Audit: This Project is expected to be funded with federal funds and is subject to the Federal Single Audit requirements referenced in Section 5.24 of this FAA. If the Municipality receives more than \$1,000,000 of money that originated from any federal sources in a calendar year, then it must commission a Federal Single Audit as part of its regular financial audit. The Catalog of Federal Domestic Assistance number is 66.458 for wastewater project disbursements funded with federal money.

EXHIBIT G

LIST OF FEDERAL LAWS AND AUTHORITIES

The Municipality acknowledges that the Project is designated as a Federal Equivalency project, which is subject to additional federal requirements listed below.

- Administration of the Clean Air Act and the Federal water Pollution Control Act of 1973, (Executive Order 11738)
 - Section 306 of the Clean Air Act, 42 U.S.C. §7606 et seq.
 - Section 508 of the Clean Water Act, 33 U.S.C. §1368 et seq.
- Archaeological and Historic Preservation Act of 1974 (P.L. 93-291, as amended) 16 U.S.C. §469a-1
- Architectural and Engineering (A/E) Procurement requirements, 40 U.S.C. 1101 et seq.
- Build America, Buy America Act (BABA), P.L. 117-58, §§ 70901-52
- Civil Rights Laws
 - Title VI of the Civil Rights Act of 1964 (P.L. 88-352), 42 U.S.C §2000d et seq.
 - Section 13 of the Federal Water Pollution Contract Act Amendments of 1972
 - Section 504 of the Rehabilitation Act of 1973, 29 U.S.C §794
 - The Age Discrimination Act of 1975, 42 U.S.C. §6102 et seq.
- Clean Air Act Conformity (P.L. 95-95, as amended) 42 U.S.C. §7506(c)
- Coastal Barriers Resources Act (P.L. 97-348) 16 U.S.C. §3501 et. seq.
- Coastal Zone Management Act (P.L. 92-583, as amended) 16 U.S.C. §1451 et. seq.
- Debarment and Suspension (Executive Order 12549)
- Demonstration Cities & Metropolitan Development Act (P.L. 89-754, as amended) 42 U.S.C. §3331 et. seq.
- Endangered Species Act (P.L. 93-205, as amended) 16 U.S.C. §1531 et. seq.
- Enhancing Public Awareness of SRF Assistance Agreements (EPA Office of Water Memo dated June 3, 2015)
- Farmland Protection Policy Act (P.L. 97-98) 7 U.S.C. §4201 et. seq.
- Federal Single Audit Act (2 CFR 200 Subpart F)
- Fish and Wildlife Coordination Act (P.L. 85-624, as amended) 16 U.S.C. §661
- Floodplain Management (Executive Order 11988, as amended by Executive Order 12148)
- National Historic Preservation Act of 1966 (P.L. 89-665, as amended) 54 U.S.C. §300101 et. seq.
- NEPA-like Environmental Review (National Environmental Policy Act)
- Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)
- Promoting the Use of Small, Minority, & Women-owned Businesses (Executive Orders 11625, 12138, & 12432)
- Protection and Enhancement of the Cultural Environment (Executive Order 11593)
- Protection of Wetlands (Executive Order 11990, as amended by Executive Order 12608)
- Uniform Relocation Assistance and Real Property Acquisition Policies Act (P.L. 91-646, as amended)
- Wild & Scenic Rivers Act (P.L. 90-542, as amended) 16 U.S.C. §1271 et. seq.

Memorandum

TO: Commission
Nathan Qualls

FROM: Robert Brown

DATE: November 21, 2025

SUBJECT: Engineering Services Agreement for Hot Oil Economizer Replacement Project

Background

NEW Water operates a fluidized bed incineration system to process solids generated from wastewater treatment at the Green Bay Facility (GBF). A Hot Oil Economizer (HOE) transfers waste heat from the incinerator flue gas to a thermal oil loop that ultimately provides energy to the drying process. Service conditions for the HOE are harsh, with exposure to high temperatures, corrosive flue gases, and erosive ash resulting in severe equipment degradation.

For the past several years, NEW Water staff have been regularly welding patch material over holes that have worn through the HOE outer shell. Observed damage and service life projections for the equipment have emphasized the need for a plan to replace the HOE in the near future. The HOE is critical to the operation of the incineration system. Should the HOE fail, NEW Water would not be able to operate the solids incinerator. This would require NEW Water to pursue costly alternatives for solids disposal including landfilling.

A Request for Proposals (RFP) was generated to solicit the design, bidding, and construction oversight necessary to support the HOE replacement project. The design will include alterations to the building that are needed to accomplish the project as well as evaluating improvements to the HOE design to improve its service life and maintainability. The RFP was sent to three qualified engineering firms. Ultimately, a single proposal was received from Brown and Caldwell. Proposal documentation clearly demonstrated the required experience and project understanding, and subsequent discussions with NEW Water resulted in the attached draft Agreement for Consulting Services. Staff have reviewed the level of effort with respect to the anticipated scope of services and find it to be reasonable for the work requested.

Given time constraints, a final form of agreement has not been reached. In order for the project to achieve key milestones, NEW Water staff are seeking Commission to authorize the Executive Director to work with NEW Water legal counsel and Brown and Caldwell to finalize and execute the agreement.

Recommendation

NEW Water staff recommends Commission approval to authorize the Executive Director to negotiate and enter into a contractual agreement with Brown and Caldwell to provide engineering services for the Hot Oil Economizer Replacement Project in the amount of \$597,490. A 10% contingency of \$59,750 to be administered under the authority of the Executive Director is also recommended.



Commission Action

Request Commission approval to authorize the Executive Director to negotiate and enter into an agreement with Brown and Caldwell to provide engineering services for the Hot Oil Economizer Replacement Project in an amount not to exceed \$597,490 with a 10% contingency of \$59,750 for a total authorized amount of \$657,240.

Attachment: Brown and Caldwell Draft Agreement

NEW Water Hot Oil Economizer Replacement Project

AGREEMENT FOR CONSULTING SERVICES
BETWEEN GREEN BAY METROPOLITAN SEWERAGE DISTRICT
AND BROWN AND CALDWELL
FOR Hot Oil Economizer Replacement Project

THIS AGREEMENT is made and entered into on this _____ day of _____, 20__ by and between Green Bay Metropolitan Sewerage District, hereinafter referred to as "Client," and Brown and Caldwell, a California corporation, its affiliates and subsidiaries, hereinafter referred to as "Consultant."

RECITALS:

WHEREAS, Client is authorized to and desires to retain Consultant to provide engineering services related to the replacement of the Hot Oil Economizer;

WHEREAS, Consultant has available and offers to provide personnel and facilities necessary to perform the desired services within the required time; and

WHEREAS, Client desires to retain Consultant to perform the services in the manner, at the time, and for the compensation set forth herein;

NOW, THEREFORE, Client and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

Client and Consultant agree that Project is as described in Exhibit A, entitled "Description of Project," dated November 13, 2025. If, during the course of Project, Client and Consultant agree to changes in Project, such changes shall be incorporated in this Agreement by written amendment.

II. SCOPE OF CONSULTANT SERVICES

Consultant agrees to perform those services described hereafter. Unless modified in writing by both parties, duties of Consultant shall not be construed to exceed those services specifically set forth herein.

A. Basic Services

Consultant agrees to perform those basic services described in Exhibit B entitled "NEW Water – Hot Oil Economizer Scope of Services," dated November 13, 2025 (the "Services"). Any tasks not specifically described in Exhibit B are Additional Services.

Review of Trenching Plans. Pursuant to Section 6705 of the California Labor Code, Client delegates its authority to review trenching plans submitted by contractor. Client agrees that for the purpose of performing these services, Consultant shall be an agent of Client, entitled to all rights of defense and indemnification provided by law and statute, including but not limited to, those rights contained in the California Government Code.

B. Additional Services

Client shall pay Consultant all fees and costs incurred in performing Additional Services provided the services were either (a) authorized by Client, or (b) required to be performed due to emergency conditions at the project site. Client will be deemed to have authorized the Additional Services if Consultant provides Client with notification that the Additional Services will be performed and Client does not object within five (5) working days after notification. Unless otherwise agreed in writing, Additional Services shall be performed in accordance with Consultant's standard billing rates at the time the Additional Services are performed.

C. Litigation Assistance

Unless specifically stated therein, the Scope of Services does not include assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Client. All such services required or requested of the Consultant by Client or any third party (except claims between Client and Consultant) will be reimbursed at Consultant's applicable rates for such litigation services.

D. Document Productions

In the event Brown and Caldwell is requested pursuant to subpoena or other legal process to produce its documents or any other information relating to Brown and Caldwell's services under this agreement in judicial or administrative proceedings to which Brown and Caldwell is not a party, Client shall reimburse Brown and Caldwell at standard billing rates for its time and expenses incurred in responding to such requests.

III. RESPONSIBILITIES OF CLIENT

In addition to payment for the Services performed under this Agreement, Client shall:

1. Assist and cooperate with Consultant in any manner necessary and within its ability to facilitate Consultant's performance under this Agreement.
2. Designate in writing a person to act as Client's representative with respect to this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Client's policies, make decisions and execute documents on Client's behalf.
3. Furnish Consultant with all technical data in Client's possession including, but not limited to, maps, surveys, drawings, soils or geotechnical reports, and any other information required by, or useful to, Consultant in performance of its Services under this Agreement. Consultant shall be entitled to rely upon the information supplied by Client.

4. Notify Consultant of any known or potential health or safety hazards existing at or near the project site.
5. Provide access to and/or obtain permission for Consultant to enter upon all property, whether or not owned by Client, as required to perform and complete the Services.
6. If Consultant's scope of work includes services during construction, Client will require the construction contractor to indemnify and hold harmless Consultant, its officers, employees, agents, and consultants against claims, suits, demands, liabilities, losses, damages, and costs, including reasonable attorneys' fees and all other costs of defense, arising out of the performance of the work of the contractor, breach of contract, or willful misconduct of the contractor or its subcontractors, employees, and agents.
Client will require the contractor to name Consultant, its directors, officers and employees as additional insureds on the contractor's general liability insurance and/or Owner's and Contractor's Protective policy (OCP), and any builder's risk, or other property insurance purchased by Client or the contractor to protect work in progress or any materials, supplies, or equipment purchased for installation therein.

Client will furnish contractor's certificates of insurance evidencing that Consultant, its officers, employees, agents, and consultants are named as additional insureds on contractor's general liability and property insurance applicable to the Project. Contractor's policies shall be primary and any such insurance carried by the Consultant shall be excess and noncontributory. The certificates shall provide that Consultant be given 30 days' written notice prior to any cancellation thereof.

IV. AMERICANS WITH DISABILITIES ACT

Any other provision of this Agreement to the contrary notwithstanding, unless otherwise specified in the Scope of Services, Client shall have sole responsibility as between Client and Consultant for compliance with the Americans With Disabilities Act ("ADA") 42 U.S.C. 12101 et. Seq. and the related regulations.

V. AUTHORIZATION AND COMPLETION

In signing this Agreement, Client grants Consultant specific authori-za-tion to proceed with work specified in Exhibit B. The estimated time for completion is within ____ calendar days of the date Consultant receives authorization to proceed with the work from Client. Consultant shall use its best efforts to perform the work specified in Exhibit B within the estimated time.

VI. COMPENSATION

A. Amount

For the Services described in Exhibit B, Client agrees to pay, and Consultant agrees to accept compensation in accordance with Exhibit C. Where Consultant has provided Client with a breakdown of the total compensation into subtasks, such breakdowns are estimates only. Consultant may reallocate compensation between tasks, provided total compensation is not exceeded without the approval of Client.

B. Payment

As long as Consultant has not defaulted under this Agreement, Client shall pay Consultant within 30 days of the date of Consultant's invoices for services performed and reimbursable expenses incurred under this Agreement. If Client has reason to question or contest

any portion of any such invoice, amounts questioned or contested shall be identified and notice given to Consultant, within 15 days of the date of the invoice. Any portion of any invoice not contested shall be deemed to be accepted and approved for payment and shall be paid to Consultant within 30 days of the date of the invoice. Client agrees to cooperate with Consultant in a mutual effort to resolve promptly any contested portions of Consultant's invoices.

In the event any uncontested portions of any invoice are not paid within 30 days of the date of Consultant's invoice, interest on the unpaid balance shall accrue beginning with the 31st day at the maximum interest rate permitted by law, and Consultant shall have the right to suspend work per Article XV, Suspension of Work.

VII. RESPONSIBILITY OF CONSULTANT

A. Standard of Care—Professional Services

Subject to the express provisions of the agreed scope of work as to the degree of care, amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, Consultant shall perform its Services in accordance with generally accepted standards and practices customarily utilized by competent engineering firms in effect at the time Consultant's Services are rendered. Consultant does not expressly or impliedly warrant or guarantee its Services.

B. Reliance upon Information Provided by Others

If Consultant's performance of services hereunder requires Consultant to rely on information provided by other parties (excepting Consultant's subcontractors), Consultant shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so in writing by Client.

C. Consultant's Opinion of Probable Costs (Cost Estimate)

Client acknowledges that construction cost estimates, financial analyses and feasibility projections are subject to many influences including, but not limited to, price of labor and materials, unknown or latent conditions of existing equipment or structures, and time or quality of performance by third parties. Client acknowledges that such influences may not be precisely forecasted and are beyond the control of Consultant and that actual costs incurred may vary substantially from the estimates prepared by Consultant. Consultant does not warrant or guarantee the accuracy of construction or development cost estimates.

D. Construction Phase Services

1. Consultant's Activities at Construction Site. The presence of Consultant's personnel at a construction site, whether as on-site representative, resident engineer, construction manager, or otherwise, does not make Consultant responsible for those duties that belong to Client and/or construction contractors or others, and does not relieve construction contractors or others of their obligations, duties, and responsibilities, including, but not limited to, construction methods, means, techniques, sequences, and procedures necessary for completing all portions of the construction work in accordance with the contract documents, any health or safety programs and precautions required by such construction work,

and any compliance with applicable laws and regulations. Any inspection or observation of the contractor's work is solely for the purpose of determining that the work is generally proceeding in conformance with the intent of the project specifications and contract documents. Consultant makes no warranty or guarantee with respect to the performance of a contractor. Consultant has no authority to exercise control over any construction contractor in connection with their work or health or safety programs and precautions. Except to protect Consultant's own personnel and except as may be expressly required elsewhere in the scope of services, Consultant has no duty to inspect, observe, correct, or report on health or safety deficiencies of the construction contractor.

2. Shop Drawing and Submittal Review. If required by Consultant's Scope of Services, Consultant shall review shop drawings or other contractor submittals for general conformance with the intent of the contract documents. Consultant shall not be required to verify dimensions, to engineer contractor's shop drawings or submittals, nor to coordinate shop drawings or other submittals with other shop drawings or submittals provided by contractor.
3. Record Drawings. Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. Consultant is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

VIII. ASSIGNMENT OF TASKS TO AFFILIATES

- A. If the authorized scope of work includes construction activities or the oversight of construction, Consultant may, at its discretion and upon notice to Client, assign all of its contractual rights and obligations with respect to such activities or services to Brown and Caldwell Constructors, its wholly owned affiliate.
- B. If the authorized scope of work requires professional services to be performed in a jurisdiction in which Consultant renders professional services solely through a locally registered engineering affiliate for purposes of compliance with professional licensing requirements in that jurisdiction, Consultant may, in its discretion, upon notice to Client, assign its contractual rights and obligations with respect to such activities or services to such locally registered engineering affiliate.

IX. ASBESTOS/HAZARDOUS MATERIALS

Consultant and Consultant's subcontractors shall have no responsibility for the discovery, handling, removal, or disposal of or exposure of persons to asbestos or hazardous or toxic materials that are present in any form at the Project site. Professional services related to or in any way connected with the investigation, detection, abatement, replacement, use, specification, or removal of products, materials, or processes containing asbestos or hazardous or toxic materials are beyond the scope of this Agreement. Client shall be solely responsible for notifying all appropriate governmental agencies, including the potentially effected public, of the existence of any hazardous or toxic materials located on or in the project site at any time.

In the event Consultant encounters asbestos or hazardous materials at the jobsite, Consultant may, at its option and without liability for damages, suspend the performance of services on the Project until such time as Client and Consultant mutually agree on an amendment to this Agreement to address the

issue, or Client retains another specialist consultant or contractor to identify, classify, abate and/or remove the asbestos and/or hazardous materials.

X. CONSULTANT'S WORK PRODUCT

A. Scope

Consultant's work product which is prepared solely for the purposes of this Agreement, including, but not limited to, drawings, test results, recommendations and technical specifications, whether in hard copy or electronic form, shall become the property of Client when Consultant has been fully compensated as set forth herein. Consultant may keep copies of all work product for its records.

Consultant and Client recognize that Consultant's work product submitted in performance of this Agreement is intended only for the project described in this Agreement. Client's alteration of Consultant's work product or its use by Client for any other purpose shall be at Client's sole risk, and Client shall hold harmless and indemnify Consultant against all losses, damages, costs and expense, including attorneys' fees, arising out of or related to any such alteration or unauthorized use.

B. Electronic Copies

If requested, solely as an aid and accommodation to Client, Consultant may provide copies of its work product documents in computer-readable media ("electronic copies," "CADD"). These documents will duplicate the documents provided as work product, but will not bear the signature and professional seals of the registered professionals responsible for the work. Client is cautioned that the accuracy of electronic copies and CADD documents may be compromised by electronic media degradation, errors in format translation, file corruption, printing errors and incompatibilities, operator inexperience and file modification. Consultant will maintain the original copy, which shall serve as the official, archived record of the electronic and CADD documents. Client agrees to hold harmless, indemnify and defend Consultant from any claims arising out of or relating to any unauthorized change or alteration of electronic copies and CADD documents.

XI. INDEMNIFICATION

A. Indemnification of Client

Consultant agrees to indemnify and hold Client harm-less from and against any liability to the extent arising out of the negli-gent errors or negligent omissions of Consultant, its agents, employees, or representatives, in the performance of Consultant's duties under this Agreement.

B. Consequential Damages

Regardless of any other term of this Agreement, in no event shall either party be responsible or liable to the other for any incidental, consequential, or other indirect damages.

XII. CONSULTANT'S INSURANCE

Consultant shall procure and maintain the following minimum insurance:

1. Commercial general liability insurance, including personal injury liability, blanket contractual liability and broad-form property damage liability coverage. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory workers' compensation and employer's liability insurance as required by state law.
4. Professional liability insurance. The policy limit shall be not less than \$1,000,000.

Client shall be named as additional insured on policies 1 and 2 above. Upon request, a certificate of insurance will be provided to Client with a 30-day written notice in the event the above policies are cancelled.

XIII. CONFIDENTIALITY

Consultant agrees it will maintain the confidentiality of material it receives from Client which Client has clearly identified as "Confidential" and will not disclose, distribute, or publish to any third party such confidential information without the prior permission of Client. Notwithstanding the foregoing, Consultant shall have no confidentiality obligation with respect to information that:

- 3) becomes generally available to the public other than as a result of disclosure by Consultant or its agents or employees;
- 3) was available to Consultant on a non-confidential basis prior to its disclosure by Client;
- 3) becomes available to Consultant from a third party who is not, to the knowledge of Consultant, bound to retain such information in confidence.

In the event Consultant is compelled by subpoena, court order, or administrative order to disclose any confidential information, Consultant shall promptly notify Client and shall cooperate with Client prior to disclosure so that Client may take necessary actions to protect such confidential information from disclosure.

XIV. SUBCONTRACTS

Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the services to be performed under this Agreement.

XV. SUSPENSION OF WORK

Work under this Agreement may be suspended as follows:

1. By Client. By written notice to Consultant, Client may suspend all or a portion of the Work under this Agreement if unforeseen circumstances beyond Client's control make normal progress of the Work impracticable. Consultant shall be compensated for its reasonable expenses resulting from such suspension including mobilization and demobilization. If suspension is greater than 30 days, then Consultant shall have the right to terminate this Agreement in accordance with Article XVI, Termination of Work.
2. By Consultant. By written notice to Client, Consultant may suspend the Work if Consultant reasonably determines that working conditions at the Site (outside Consultant's control) are unsafe, or in violation of applicable laws, or in the event Client has not made

timely payment in accordance with Article VI, Compensation, or for other circumstances not caused by Consultant that are interfering with the normal progress of the Work. Consultant's suspension of Work hereunder shall be without prejudice to any other remedy of Consultant at law or equity.

XVI. TERMINATION OF WORK

- A. This Agreement may be terminated by Client as follows: (1) for its convenience on 30 days' notice to Consultant, or (2) for cause, if Consultant materially breaches this Agreement through no fault of Client and Consultant neither cures such material breach nor makes reasonable progress toward cure within 15 days after Client has given written notice of the alleged breach to Consultant.
- B. This Agreement may be terminated by Consultant as follows: (1) for cause, if Client materially breaches this Agreement through no fault of Consultant and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after Consultant has given written notice of the alleged breach to Client, or (2) upon five days' notice if work under this Agreement has been suspended by either Client or Consultant for more than 30 days in the aggregate.
- C. Payment upon Termination

In the event of termination, Consultant shall perform such additional work as is reasonably necessary for the orderly closing of the Work. Consultant shall be compensated for all work performed prior to the effective date of termination, plus work required for the orderly closing of the Work, including: (1) authorized work performed up to the termination date plus termination expenses, including all labor and expenses, at Consultant's standard billing rates, directly attributable to termination; (2) all efforts necessary to document the work completed or in progress; and (3) any termination reports requested by Client.

Except for termination of Consultant by Client for cause, Consultant shall also receive a termination fee equal to 15 percent of the total compensation yet to be earned under existing authorizations at the time of termination to account for Consultant's rescheduling adjustments, reassignment of personnel, and related costs incurred due to termination.

XVII. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. Except as otherwise set forth under Article VIII, Assignment of Tasks to Affiliates, this Agreement may not be assigned by Client or Consultant without prior, written consent of the other.

XVIII. NO BENEFIT FOR THIRD PARTIES

The services to be performed by Consultant are intended solely for the benefit of Client, and no benefit is conferred on, nor contractual relationship established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on Consultant's services, opinions, recommendations, plans, or specifications without the express written consent of Consultant. No right to assert a claim against the Consultant, its officers, employees, agents, or consultants shall accrue to the construction Contractor or to any subcontractor, supplier, manufacturer, lender, insurer, surety,

or any other third party as a result of this Agreement or the performance or nonperformance of the Consultant's services hereunder.

XIX. FORCE MAJEURE

Consultant shall not be responsible for delays caused by circumstances beyond its reasonable control, including, but not limited to (1) strikes, lockouts, work slowdowns or stoppages, or accidents, (2) acts of God, (3) failure of Client to furnish timely information or to approve or disapprove Consultant's instruments of service promptly, and (4) faulty performance or nonperformance by Client, Client's independent consultants or contractors, or governmental agencies. Consultant shall not be liable for damages arising out of any such delay, nor shall the Consultant be deemed to be in breach of this Agreement as a result thereof.

XX. INTEGRATION

This Agreement represents the entire understanding of Client and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties. Any purchase order issued by Client, whether or not signed by Consultant, and any terms and conditions contained in such purchase order which are inconsistent with this Agreement shall be of no force and effect.

XXI. SEVERABILITY

If any part of this Agreement is found unenforceable under applicable laws, such part shall be inoperative, null, and void insofar as it conflicts with said laws, but the remainder of this Agreement shall be in full force and effect.

XXII. CHOICE OF LAW/JURISDICTION

This Agreement shall be administered and interpreted under the laws of the state in which the BC office responsible for the project is located. Jurisdiction of litigation arising from the Agreement shall be in that state.

XXIII. ATTORNEYS' FEES

In the event either party commences legal proceedings against the other, then the prevailing party shall, in addition to any other recovery, be entitled to recover its reasonable attorneys' fees and all other costs of such proceeding.

XXIV. NOTICES

All notices required under this Agreement shall be delivered by facsimile, personal delivery or mail and shall be addressed to the following persons:

Josh Radomski
Project Manager
Brown and Caldwell
250 E. Wisconsin Ave., Suite 1600
Milwaukee, WI 53202

Nathan Qualls
Executive Director
Green Bay Metropolitan
Sewerage District
2231 N. Quincy Street
Green Bay, WI 54302

Notice shall be effective upon delivery to the above addresses. Either party may notify the other that a new person has been designated by it to receive notices, or that the address or Fax number for the delivery of such notices has been changed, provided that, until such time as the other party receives such notice in the manner provided for herein, any notice addressed to the previously-designated person and/or delivered to the previously-designated address or Fax number shall be effective.

XXV AUTHORIZATION

The persons executing this Agreement on behalf of the parties hereto represent and warrant that the parties have all legal authority and authorization necessary to enter into this Agreement, and that such persons have been duly authorized to execute this Agreement on their behalf.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BROWN AND CALDWELL

Signature _____

Printed Name _____

Title _____

Federal Tax ID number: 94-1446346

GREEN BAY METROPOLITAN
SEWERAGE DISTRICT

Signature _____

Printed Name _____

Title _____

Exhibit A

NEW Water – Hot Oil Economizer Description of Project

11/13/2025

This project includes Preliminary Engineering, Detailed Design, Bidding Phase and Engineering Services During Construction for the replacement of the Hot Oil Economizer within NEW Water's incineration process. In order to facilitate the replacement of the Hot Oil Economizer, numerous building alterations will be required.

The design services provided for this work include:

- Economizer and Expansion Joint Replacement Options
- Skylight and Structural Modifications
- Piping, Ductwork and Electrical Modifications
- Painting
- Disposal

The project also includes coordination with the Hot Oil Economizer manufacturer. The manufacturer will perform work related to the inlet plenum, Hot Oil Economizer and outlet plenum. Brown and Caldwell will evaluate manufacturer recommendations for possible inclusion in the project.

Exhibit B

NEW Water – Hot Oil Economizer Scope of Services

11/13/2025

Task 1 – Project Management

Activities

The consultant shall complete project management activities, which include developing a project work plan, project monitoring and administration, progress meetings and virtual conferences with NEW Water staff, coordination with subconsultants and Arvos, and project quality assurance/quality control (QA/QC) activities. It is assumed that workshops and progress meetings will be held virtually.

The project work plan shall include a summary of the project, the project schedule, the project organizational chart, a communications plan for contact between NEW Water and the Consultant, and a QA/QC form to document that QA/QC review has been completed on any document prior to submittal to NEW Water. At a minimum, the QA/QC form shall include the following information:

- Document title
- Document author
- Draft # and date
- QA/QC Reviewer
- Date of QA/QC and review with the reviewer initials
- Verification that NEW Water comments have been addressed.

In conjunction with the project work plan, the Consultant shall conduct a kickoff meeting with the NEW Water project team. The Kickoff meeting will be held virtually. Agenda items to be considered during the kickoff meeting include:

- Introductions
- Schedule
- Key Milestones
- NEW Water expectations
- NEW Water preferences relative to the following:
 - Equipment selection
 - Utilization of existing facilities
 - Materials of construction

- Design Standards
- Factors critical to project success and the associated tasks
- Roles and responsibilities of NEW Water and the Engineer project team members
- Project Goals
- Project Plan
- Data and information needs
- Action items and decisions making tracking methods

All draft documents submitted shall be electronic documents in their native form and PDF, unless otherwise required in the task.

Consultant Deliverables

- Project Work Plan
- Meeting agendas, due at least 48 hours prior to any meeting
- Meeting minutes, due within one week of the completion of each meeting
- Monthly invoices. Include the following project status information with the invoice:
 - Information regarding personnel, hours, and rates for work completed under individual tasks.
 - Needs for additional information, review, or changes to the work plan.
 - Scope and budget issues and changes.
 - Updated schedule
- Prepare, assemble, and deliver electronic draft documents with supporting documentation for NEW Water review.
- Prepare, assemble and deliver bound hard copies and electronic copies of the draft and final documents for NEW Water use.
- Project Action Items List and Decisions Made Spreadsheet
- Provide QA/QC form with all draft and final documents.

New Water Responsibilities

- Assist with scheduling meetings, conference calls and site visits.
- Provide review comments on Design Documents (60% and 90%) within three weeks.
- Review and comment on meeting minutes.

Task 2 – Engineering Design

Task 2.1 – Preliminary Engineering

Activities

The Consultant shall review existing NEW Water records and the June 25, 2025 GBMSD Hot Oil Economizer Replacement Report produced by J.F. Ahern for the replacement of the Hot Oil Economizer (HOE) and associated building modifications in order to remove and replace the HOE. The Consultant will also perform a site visit with NEW Water. \

Existing information to be reviewed shall include the following:

- Existing studies
- Existing building records, including building specifications used for construction.
- J.F. Ahern GBMSD Hot Oil Economizer Replacement Report
- Building information collected during site visit
- Survey and BIM data collected by J.F. Ahern
- Shop drawings of the pertinent equipment

The general scope of the design is a remove and replace in-kind project for the failing equipment from the expansion joint through the HOE. To remove the existing HOE and install a new HOE, building modifications will be necessary. A summary of the building modifications necessary for this work identified in the J.F. Ahern report include:

- Economizer and Expansion Joint Replacement Options
 - One-piece replacement of the existing economizer in-kind.
 - Stainless Steel Coating (To be reviewed)
 - Additional access points to HOE
 - Project specific topcoats of paint
 - Replacement of 60” exhaust expansion joint in-kind (stainless steel)
- Skylight and Structural Modifications
 - Roof I-Beam modifications
 - New roof curb with a 15’9” x 12’-5” clear opening
 - Removable skylight
 - Re-work of roofing around skylight
 - Modification of existing mezzanine beam to allow for crane pick points
 - Modification to North and South 12x30 grating support beams beneath the third level grating
- Piping, Ductwork and Electrical

- Re-route T.O. Recovery supply pipe
- Re-Route E.G.R. supply pipe
- Re-Route Multiple electrical conduits
- Removal and re-support of two instrument panels
- Remove and replace small bore tubing connected to the HOE
- Removal of the thermal oil return header – To be reused and re-insulated
- Removal and reconnection of multiple instruments in the header
- Removal and reconnection of small bore fluidized air piping near 60” expansion joint
- Ductwork above the Southeast corner of the economizer will be cut back 5’
- Re-route of 2 conduits running above the impacted ductwork
- Re-route fire sprinkler piping.
- Painting
 - New structural members at the roof level
 - Touch up painting on modified piping
 - Touch up painting at the new bolted beam connections on lower levels
- Disposal
 - Specifications will be included in the design regarding the disposal of the existing HOE. The existing HOE has radiation within the refractory brick.

Consultant will work with Arvos to begin the design of the replacement HOE. Arvos will provide input on the specifications for work on the inlet plenum, Hot Oil Economizer and outlet plenum. The preliminary design effort includes:

- Upgrades to allow for easier and more thorough cleaning and inspection
- Upgrades to allow for a longer service life including materials of construction

Consultant will review information provided by Arvos and the Consultant will discuss advantages and disadvantages of each design with NEW Water. Consultant will make a recommendation on the HOE equipment to provide as part of the project.

Consultant will also consider the following improvements in the design process:

- Design improvements or alternate equipment for the crossover duct expansion joint
- Potential improvements in heat transfer by adding additional tubes
- Flue gas duct rework going into the pre-cooler of the WET scrubber
- Modifications to surrounding piping, electrical and structural components to allow for improved access for future work.

Consultant Deliverables

- Information Requests
- Design Documents (30%)

All draft documents submitted shall be electronic documents using Microsoft Word, unless otherwise required.

NEW Water Responsibilities

- Provide project information required by the Consultant
- Participate in any contractor meetings and the Alternatives Workshop
- Review 30% Design Documents and provide comments within 2 weeks.

Task 2.2 – Detailed Design

Activities

The Consultant shall prepare design documents for the removal and replacement of the HOE including all Structural, Electrical, HVAC, Architectural and Civil elements required for the project as detailed in Task 2.1. The Consultant shall provide 60% and 90% design documents to NEW Water for review. Consultant shall conduct a Design Review Workshop for each set of design documents (60% and 90%). Design workshops will be held virtually. Consultant shall prepare meeting agenda and a summary of meeting discussions/decision for each workshop that is conducted. NEW Water comments will be responded to, incorporated into design documents and tracked. The Consultant shall provide a project schedule with each design submittal. The 60% and 90% schedule shall be provided in electronic format.

Anticipated detailed design activities include:

- Structural modifications as detailed in Task 2.1.
- HVAC modifications as detailed in Task 2.1.
- Electrical modifications as detailed in Task 2.1.
- Architectural modifications as detailed in Task 2.1
- Hot Oil Economizer specifications
- Civil details for crane placement and repair of any damage that occurs
- Draft Contract (Front End)
- Technical Specifications in CSI 50-division format
- Design Drawings (Completed in Revit and provided in both native format and PDF)
- Equipment tag numbers adhering to NEW Water Standards in Excel format
- Verification with SEH that NEW Water's air permit will not be impacted by the HOE replacement

Consultant Deliverables

- Design Documents (60% and 90%)
- Project Schedule (60% and 90%)
- Design review workshop summaries (60% and 90%)
- 1 paper copy, native electronic and pdf copies of Bid Documents for NEW Water
- Updated Project Schedule

NEW Water Responsibilities

- Provide all available record and shop drawings within the work area
- Review comments on design documents at 60% and 90% within three weeks.
- Provide access to the NEW Water facility as needed.

Task 3 – Bidding Phase Services

Activities

The consultant shall prepare an Advertisement for Bids to be issued by NEW Water. Bid Documents shall be provided to NEW Water by the Consultant. The Consultant shall also provide prospective bidders with documents for an electronic download or as a hard copy for a fee.

In addition, the Consultant shall provide the following bidding services:

- Assist with the development of the Prequalification Form
- Review of prequalification submittals
 - It is assumed that the prequalification of contractors will occur concurrently and a part of the project's bidding process.
- Provide a letter of recommendation with list of prequalified contractors.
- Preside at and provide meeting agenda and minutes for the pre-bid conference and site walkthrough.
- Maintain a list of projective bidders and distribute bidding documents through QuestCDN.
- Issue addenda as necessary to interpret, clarify and expand the Contract Documents
- Update the Engineering Report, Project Schedule and based on addenda
- Attend the bid opening, prepare bid tabulation sheets, evaluate bids, and check references of the selected bidder. It is assumed that bidding and bid opening will be performed online and virtually.

- Consult with NEW Water about the acceptability of subcontractors, suppliers and other persons and organizations proposed by the Prime Contractor.
- Submit a written recommendation to regarding the award of the Contract.

The Consultant shall prepare Conformed Documents for Construction that incorporates addenda items into the Contract Documents for use as official documents to be distributed to NEW Water, the Contractor and the Consultant. Hard copies of the Conformed Documents shall be provided to both NEW Water and the awarded Contractor. An electronic PDF copy shall also be provided to both NEW Water and the Contractor. Drawings will be 11x17.

Consultant Deliverables

- Letter of recommendation with list of prequalified contractors
- Addenda (2 maximum)
- Pre-Bid Conference Meeting Agenda and Meeting Minutes
- Bid Tabulation Sheet
- Recommendation of Award of Contract

Task 4 – Engineering Services During Construction (ESDC)

The Engineer will support NEW Water through the construction phase by preparing Conformed Documents, assisting with contract execution and review, and issuing the notice to proceed. They will review the contractor's initial schedule and schedule of values, and provide both on-site and office engineering support. On-site duties include leading the pre-construction meeting, attending monthly progress meetings, observing construction progress, and participating in system startups and functional testing. Office support includes responding to RFIs, reviewing change orders, and processing pay applications. The Engineer will also review and respond to submittals, evaluate substitute materials, and prepare final record drawings and project documentation. A part-time resident project representative will be provided during critical activities, with up to 6 days of on-site field inspection during construction.

As part of this work, the consultant will:

- Prepare conformed to construction documents incorporating all addenda and contracting. The Conformed Documents shall be submitted as both paper and electronic copies (PDF). Consultant shall submit 1 paper copy of reduced size (11"x17") drawings and the project manual. Assist NEW Water with issuing the conformed documents to the contractor.
- Assist NEW Water with issuing the Notice of Award.

- Assist NEW Water with the review of executed contract documents, required bonds and insurance information by the contractor.
- Assist NEW Water with preparation of the notice to proceed for the Contractor.
- Review of initial construction schedule and contractor schedule of values.
- On-Site Engineering Support During Construction
 - Conduct a Pre-Construction meeting with NEW Water and the Contractor. The Consultant shall prepare the agenda, preside at and issue minutes for the pre-construction meeting.
 - Attend monthly construction progress meetings, conducted by the Contractor for the project. Contractor will prepare and distribute all monthly progress meeting minutes. Attendance by Consultant will be virtual.
 - Make in person visits to the site to observe the progress of the work and attend in-person system startups and systems functional testing (Maximum of 6 days of on-site field inspection during construction)
 - Develop a comprehensive list of all software and hardware I/O points for local and PLC control to be checked off, as required by the project.
- Office Engineering Support During Construction
 - Respond to new Requests for Information by the contractor as required. Responses to up to 14 Requests for Information are assumed.
 - Assist NEW Water with preparation and review of Contractor's responses to field orders, cost proposal requests, change orders and work change directives as required. Responses to up to 5 Change Order requests are assumed.
 - Review, comment and process monthly Contractor pay applications.
- Provide Technical review and respond with written recommendations to Shop Drawings, O&M Manuals and other data which the Contractor is required to submit. Responses to up to 29 shop drawings are assumed.
- Evaluate and determine the acceptability of substitute or "or equal" materials and equipment proposed by the Contractor.
- Prepare and submit record drawings of one full size (22"x34" printed-paper set and electronically in both native and PDF format. Provide a complete electronic copy of all documentation at project completion.
- The Engineer will provide a part-time on-site resident project representative during critical construction activities and system start up and system functional testing. The Consultant is anticipated to provide on-site inspection for up to 6 days during construction.

Assumptions

1. Hazardous material testing and permitting completed by the contractor
2. Kickoff, Update and Construction meetings held virtually
3. Upgraded HOE equipment will meet NEW Water Air Quality Permit Standards
4. No Technical Memorandums or Basis of Design Reports are required for this project
5. Existing building is NFPA compliant . If building is found to not be NFPA compliant, BC will bring the building into compliance for an extra fee.
6. Alteration is greater than a basic renovation, however will not trigger any certificate of occupancy requirements (Level 2)
7. Site visit will be coordinated with NEW Water to provide a full day of access to the building
8. Engineer cost estimates are not required for this project.
9. No coordination with outside utilities is required.
10. No electrical studies or power systems modeling are required.
11. No fire alarm, security or lighting systems will be impacted.
12. Existing schematic diagram of site utilities will be provided by the owner.
13. No process control strategies will be required.
14. No I/O instrument lists will be required.
15. No upgrades or programming of SCADA or PLCs
16. Historian Point Schedule is not required.
17. Upgrades to existing utilities will not be required.
18. Energy modeling (including LEED) is not required.
19. No pipe stress analysis will be required.
20. Existing economizer support will be re-used without any structural modifications.
21. Engineer will provide up to 6 days of on-site field inspection during construction.
22. Bidding services assumes that there are a maximum of 2 addenda required.
23. Arvos will provide design and specifications for HOE equipment, including upgrades and upper and lower plenum redesigns.
24. A single bid package will be required for this project.
25. The 3D modeling provided by J.F. Ahern provides adequate information to design the project.

Green Bay Metro Sewerage Dist (WI) -- New Hot Oil Economizer Project																																							
		Lloyd Winchell	Albert Hamfeldt	Josh Radonski	Chuck Boehm	Anika Boyce	Toufik Bentahar	Joe Steines	Stephanie Gramkow	Ben Galster	Mahdi Najji	John Dietrich	William Schrupp	Dave Muanzer	Deanna Siger	Callin Agabin	Raymond Pawlisch	Dan Stewart	Kyle Henningsen	Reggie Simmons	Kevin Gangadhar	K'iboon Park	Jade Brennan	Rodney Blumenshine	Tony DiMucci	Reg Fulk			Reproduction	Lodging and Food	Other Travel		Corrosion Probe						
Phase	Phase Description	QA/QC Manager	HOE Engineer	Project Manager	Accountable Approver	Project Accountant	Arch. Lead	Arch. Sr. Engr.	Arch. Engr.	Electrical Sr. Engr	Electrical Engr.	Electrical PM	Electrical Designer	Proc. Mech. Senior Designer	Proc Mech Senior Engineer	Proc Mech Engineer	Proc Mech Designer	Build. Mech PM	Build. Mech. Sr. Eng.	Build. Mech. Designer	Structural Lead Engr.	Structural Senior Eng.	Structural Engineer	Structural Designer	BIM Manager	BIM Lead	Total Labor Hours	Total Labor Effort					Total ODCs	Cost	Total Sub Cost	Total Expense Cost	Total Phase/Task		
	Current Rate	\$93.80	\$72.12	\$72.12	\$92.76	\$30.43	\$60.10	\$78.40	\$45.08	\$77.62	\$37.61	\$106.84	\$49.52	\$86.39	\$53.91	\$36.06	\$56.15	\$96.55	\$60.10	\$40.70	\$98.05	\$79.60	\$41.77	\$48.50	\$71.66	\$53.85													
	Yearly Change	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05													
	Multiplier	3.10	3.10	3.10	3.10	3.10	3.10	3.10	3.10	3.10	3.10	3.10	3.10	3.10	3.10	3.10	3.10	3.10	3.10	3.10	3.10	3.10	3.10	3.10	3.10	3.10													
	Charge Rate	\$305.32	\$234.75	\$234.75	\$301.93	\$99.05	\$195.63	\$255.19	\$146.74	\$252.65	\$122.42	\$347.76	\$161.19	\$281.20	\$175.48	\$117.38	\$182.77	\$314.27	\$195.63	\$132.48	\$319.15	\$259.10	\$135.96	\$157.87	\$233.25	\$175.28													
100	Project Management	8	0	171	24	48	0	0	0	0	0	68	0	16	0	0	0	16	8	0	16	8	0	0	0	0		383	\$ 96,505	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 96,505	
110	Project Administration	0	0	96	24	48	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		168	\$ 34,537	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,537	
120	QA / QC	0	0	35	0	0	0	0	0	0	0	68	0	16	0	0	0	16	8	0	16	8	0	0	0	0		167	\$ 50,136	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,136	
130	Arvos/NEW Water Coordination	8	0	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		48	\$ 11,833	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,833	
200	Preliminary Design	24	44	44	0	0	22	2	28	34	52	0	24	0	36	49	6	4	32	8	0	10	14	10	10	92		545	\$ 102,007	\$ -	\$ 1,000	\$ 5,000	\$ 6,000	\$ 5,000	\$ 5,000	\$ 11,000	\$ 113,007		
210	Project Work Plan	0	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		12	\$ 2,817	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,817	
220	Kickoff Meeting	4	4	8	0	0	2	0	2	4	0	0	0	0	2	2	0	2	2	2	0	0	0	0	0	0		34	\$ 7,604	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,604	
230	Review of Existing Information	2	8	0	0	0	0	0	0	2	4	0	0	0	16	16	0	1	8	0	0	0	0	0	2	24		83	\$ 14,722	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,722	
240	Site Visit	8	0	8	0	0	10	0	0	8	16	0	0	0	0	0	0	0	12	0	0	8	0	0	0	0		70	\$ 14,677	\$ -	\$ 1,000	\$ 5,000	\$ 6,000	\$ -	\$ -	\$ -	\$ 6,000	\$ 20,677	
250	3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	20		24	\$ 4,439	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,439	
260	Alternatives Analysis	4	20	8	0	0	0	0	0	2	4	0	0	0	12	20	0	0	0	0	0	0	0	0	0	0		70	\$ 13,243	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ 18,243		
270	30% Design Documents	6	12	8	0	0	10	2	26	18	28	0	24	0	6	11	6	1	10	6	0	2	14	10	4	48		252	\$ 44,506	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 44,506	
300	Final Design	16	20	36	0	0	74	14	124	92	132	0	100	4	40	61	38	6	60	46	0	12	88	58	0	0		1,021	\$ 175,994	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175,994	
310	60% Design Documents	6	12	16	0	0	30	6	48	32	50	0	40	2	16	24	16	2	24	20	0	3	36	24	0	0		407	\$ 70,047	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 70,047	
320	60% Design Workshop	2	0	0	0	0	2	0	4	6	6	0	0	0	2	2	0	0	2	0	0	2	2	0	0	0		30	\$ 5,606	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,606	
330	90% Design Documents	6	8	8	0	0	30	6	48	32	50	0	40	2	16	24	16	2	24	20	0	3	36	24	0	0		395	\$ 67,230	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 67,230	
340	90% Design Workshop	2	0	0	0	0	2	0	4	6	6	0	0	0	0	2	0	0	2	0	0	2	2	10	0	0		38	\$ 6,834	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,834	
350	Final Design Documents	0	0	12	0	0	10	2	20	16	20	0	20	0	6	9	6	2	8	6	0	2	12	0	0	0		151	\$ 26,277	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,277	
400	Bidding Services	10	10	124	0	0	10	0	8	10	8	2	0	10	0	8	0	10	8	0	2	4	12	8	0	0		244	\$ 54,869	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 54,869	
410	Bid Document Preparation	0	0	24	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		26	\$ 6,139	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,139	
420	Prequalification of Contractors	8	8	34	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		50	\$ 12,302	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,302	
430	Advertisement for Bidding	0	0	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		24	\$ 5,634	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,634	
440	Pre-Bid Conference	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		8	\$ 1,878	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,878	
450	Addenda and Contractor Questions	0	0	16	0	0	8	0	0	8	0	0	0	8	0	0	0	8	0	0	4	4	8	0	0	0		64	\$ 14,949	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,949	
460	Bid Tabulation	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		8	\$ 1,878	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,878	
470	Evaluation of Bids	2	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		6	\$ 1,550	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,550	
480	Conformed Documents	0	0	8	0	0	2	0	8	0	8	2	0	2	0	8	0	2	8	0	2	0	8	0	0	0	0		58	\$ 10,539	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,539
500	Engineering Services During Construc	36	10	58	0	0	0	0	0	90	144	21	46	11	52	64	14	8	67	12	5	63	54	21	0	0		776	\$ 150,115	\$ -	\$ 1,000	\$ 5,000	\$ 6,000	\$ 1,000	\$ 1,000	\$ 7,000	\$ 157,115		
510	Notice of Award and Contract Assistance	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		8	\$ 1,878	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,878	
520	Pre-Construction Meeting	0	0	20	0	0	0	0	0	0	0	2	0	0	2	2	0	0	2	0	0	0	0	0	0	0		28	\$ 6,367	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,367	
530	Office Engineering Support	4	8	8	0	0	0	0	0	58	104	11	12	9	32	50	8	6	45	4	2	38	44	6	0	0		449	\$ 82,232	\$ -	\$ -	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ 83,232		
540	Field Engineering Support	30	0	12	0	0	0	0	0	12	0	0	0	0	12	0	0	0	12	0	0	20	0	0	0	0		98	\$ 24,644	\$ -	\$ 1,000	\$ 5,000	\$ 6,000	\$ -	\$ -	\$ 6,000	\$ 30,644		
550	Record Drawings	2	2	6	0	0	0	0	0	20	40	8	34	2	6	12	6	2	8	8	3	5	10	15	0	0		189	\$ 34,055	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,055	
560	Contract Closeout	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		4	\$ 939	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 939	
GRAND TOTAL		94	84	433	24	48	106	16	160	226																													

Assumptions:

Hazardous Material Testing and Permitting completed by contractor
Kickoff, update and construction meetings will be held virtually
Upgraded HOE equipment will meet NEW Water Air Quality Permit standards
No Technical Memorandums or Basis of Design Reports are required for this project
Existing Building is NFPA 820 compliant
Alteration is greater than a basic renovation but will not trigger certificate of occupancy requirements. (Level 2)
Site visit will be coordinated with NEW Water to provide a full day of access to the building
Engineer cost estimates are not required for this project.
No Coordination with outside utilities required
No electrical studies or power system modeling are required
No fire alarm, security or lighting systems will be impacted
Existing schematic diagram of on site utilities will be provided by the owner
No process control strategies will be required
No I/O instrument lists needed
No upgrades or programming for SCADA or PLCs
Historian Point Schedule is not required
Upgrades to existing utilities will not be required
Energy modeling (including LEED) is not required
No pipe stress analysis will be required
Existing economizer support will be re-used without any structural modifications
Engineer will provide up to 6 days of on-site field inspection during construction
Bidding services assumes that there are a maximum of 2 addenda required.
Arvos will provide design and specifications for Hot Oil Economizer equipment, including upgrades and upper and lower plenum redesigns.

Electrical Costs
QC \$23,647.97
Preliminary Design \$18,824.58
Final Design \$65,522.36
Bidding \$3,507.90
ESDC

<

Memorandum

TO: Commission
Nathan Qualls

FROM: Robert Brown

DATE: November 21, 2025

SUBJECT: Green Bay Facility North Plant Clarifier Rehabilitation Project 18-020-CO Work Change Directive Nos. 42 and 43

Background

Work associated with the North Plant Clarifier construction contract approved by the Commission in July of 2023 is steadily progressing. Complications have become apparent that require significant modifications to the scope of work, requiring Commission consideration of two proposed Work Change Directives.

Work Change Directive No. 42 addresses final scum piping that was intended to be retained in the original design but was found to be severely deteriorated during early plumbing efforts. This section of piping between the new final scum pumps and the connection to the main scum headers in Tunnel A is common to all final clarifiers. The proposed \$135,522.88 Work Change Directive will provide the essential glass-lined ductile iron pipe for six of the eight final clarifiers, as similar changes were already incorporated for the other two due to required piping reconfiguration.

Performance problems upon startup of Final Clarifier 5 prompted investigation and assessment by Donohue and NEW Water. Based on previous experience and trial efforts in Final Clarifier 1, the recommended corrective action to prevent sludge bulking in the clarifier corners involves blocking v-notch weirs and removing density current baffles in the impacted areas. The work associated with making these modifications in all eight final clarifiers is reflected in the \$103,190.44 cost of Work Change Directive 43.

Recommendation

NEW Water staff recommends Commission approval of North Plant Clarifier Rehabilitation Project Work Change Directive No. 42 for a total cost not to exceed \$135,522.88 and Work Change Directive No. 43 for a total cost not to exceed \$103,190.44.

Commission Action

Request Commission approval of North Plant Clarifier Rehabilitation Project Work Change Directives 42 and 43 for a total cost not to exceed \$238,713.32.

Attachments: WCD No. 42
WCD No. 43



WORK CHANGE DIRECTIVE NO. 042

Owner: Green Bay Metropolitan Sewerage District Owner's Project No.: 18-020-CO
Engineer: Donohue & Associates, Inc. Engineer's Project No.: 14324
Contractor: Lunda Construction, Co. Contractor's Project No.: 16099600
Project: North Plant Clarifier Rehabilitation Project
Contract Name:
Date Issued: November 11, 2025 Effective Date of Work Change Directive: November 11, 2025

Contractor is directed to proceed promptly with the following change(s):

Description:

Flanges of existing Final Scum Pump discharge piping to remain in which new replacement piping is to be connected are not suitable for reattachment nor recommended for reuse. This is assumed to be the case for all the existing Final Scum Pump discharge piping not being replaced as part of this project up to the common headers located in the center of Tunnel A. As a result, the existing Final Scum Pump discharge piping shown to remain between new valves for the Final Clarifiers identified in RFP 027 is recommended to be replaced. Temporary stainless steel spool pieces may be needed to replace piping or pipe flanges that are near failure until glass-lined ductile iron pipe is delivered.

Attachments:

RFP 027 – Additional Discharge Piping Replacement for Final Clarifier 1, 2, 3, 5, 6 and 7 Scum Pumps

RFP 027 Cost Proposal

Purpose for the Work Change Directive:

Discovered deteriorated, not in suitable condition for of existing Ductile Iron Scum Pump Discharge Piping to remain as connecting Scum Pump Discharge Piping was being replaced as part of the Project.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$ 135,522.88 increase.

Contract Time: 29 days increase.

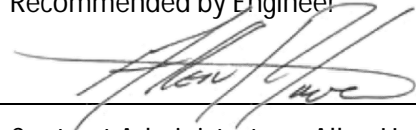
Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By:



Title: Contract Administrator – Allen Howe

Date: November 11, 2025

SPEED LETTER



3311 Weeden Creek Road | Sheboygan, WI 53081
920.208.0296 | donohue-associates.com

DATE: October 15, 2025

TO: Mr. Adam Gerondale
Lunda Construction Co.
W2332 Crosstown Road
Hilbert, WI 54129
Phone: 920.9853.3522

CONTRACT: GBMSD Green Bay Facility
North Plant Clarifier Rehabilitation Project
New Water Project No. 18-020-CS

DONOHUE PROJECT NO: 14324

MESSAGE: **Request for Proposal 027: Additional Discharge Piping Replacement for Final Clarifier 1, 2, 3, 5, 6 and 7 Scum Pumps**

Adam,

This Request for Proposal (RFP) is being prepared as it was discovered when attempting to replace a valve connected to a section of existing Final Scum Pump discharge piping that the pipe flanges were in questionable condition; not suitable for reattachment nor recommended for reuse. It is suspected that this is the general condition of the existing discharge piping identified to remain between the Final Scum Pumps and common headers running down the center of the Tunnel. Therefore, the existing Final Scum piping shown to remain between new valves is to be replaced. Because of the lead time of the glass-lined ductile iron, temporary stainless steel spool pieces may be needed to replace piping or pipe flanges that are near failure.

Please provide a detailed cost proposal to make the following changes to work in the project:

1. Note, discharge piping for Final Scum Pumps associated with Final Clarifiers 4 and 8 is already being replaced as part of WCD 026. Therefore, do not include any replacement discharge piping as part of this RFP for these associated Final Scum Pumps.
2. Remove existing Final Scum Pump discharge piping originally shown to remain for Final Clarifiers 1, 2, 3, 5, 6 and 7 as identified on attached Drawings with markups.
3. Provide new glass-lined ductile iron pipe and fittings, gaskets and bolt kits as required to replace existing Final Scum piping in its original configuration, or to better suit installation of the Final Scum Pumps.
4. Coat and Label new piping in accordance with Section 09 96 00 and 40 05 97, respectively.
5. Provide in accordance with the Contract Documents.

Please provide a detailed cost proposal for this work—including labor hours, cost of labor, subcontractor costs (also broken down into labor hours, labor cost, material costs) and supporting vendor pricing information.

Attachments: Drawings TA-M-12, -13 and -14 with markups

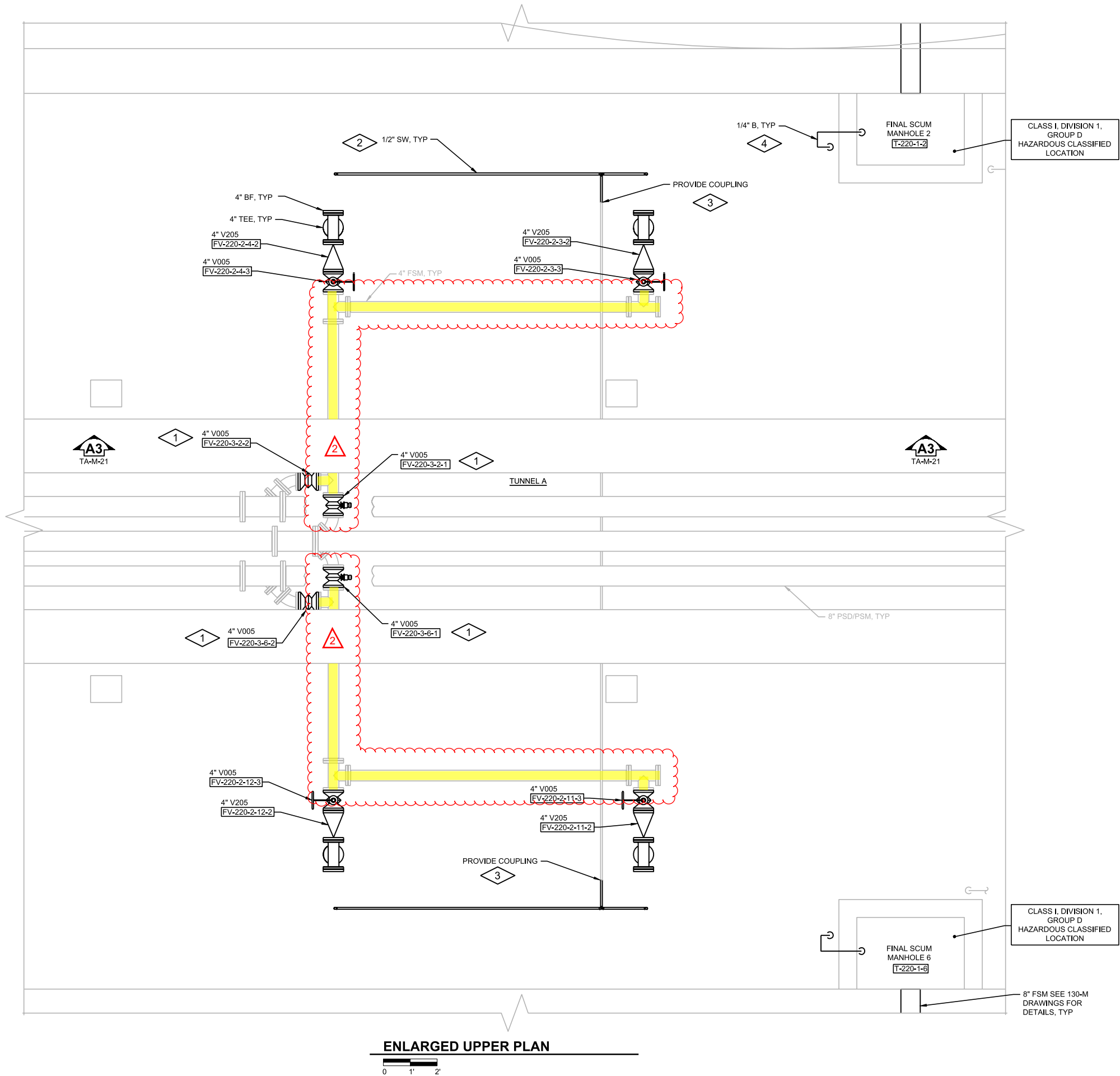
SPEED LETTER – RFP 027
10/15/25

Please contact me if you have any questions in regard to this request for proposal.

Sincerely,

By:


Allen Howe, Construction Administrator

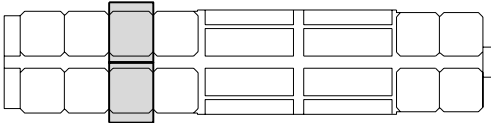


GENERAL NOTES:

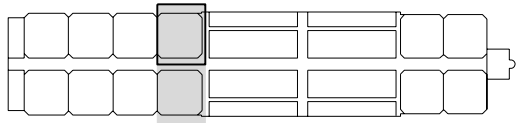
- REFER TO 001 SERIES OF DRAWINGS FOR THE SPACE ENVIRONMENT RATING SCHEDULE REGARDING ENVIRONMENTAL CONDITIONS ANTICIPATED WITHIN EACH SPACE AND ALLOWABLE MATERIALS OF CONSTRUCTION TO BE USED WITHIN EACH SPACE.
- CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS, DIMENSIONS AND ELEVATIONS PRIOR TO CONSTRUCTION AND/OR FABRICATION.
- NOT ALL PIPES, FITTINGS, VALVES, AND EQUIPMENT SHOWN FOR CLARITY.

PLAN NOTES:

- PROVIDE CHAINWHEEL OPERATOR.
- PROVIDE INSULATION AND JACKETING ON ALL NEW INTERIOR EXPOSED SW PIPING IN ACCORDANCE WITH SPECIFICATION SECTION 40 42 13.
- CONTRACTOR TO VERIFY PIPE DIAMETER AND PROVIDE REQUIRED COUPLINGS, ADAPTORS, AND FITTINGS TO CONNECT TO EXISTING.
- PROVIDE GROUT IN ANNULAR SPACE AROUND NEW BUBBLER TUBING. MATCH SIZE AND ROUTING OF EXISTING.



Date	07/31/23
Checked By	NWC
Drawn By	HLF
Revision Description	CONFORMED TO CONTRACT
Revision Number	1
Designed By	MJS/HLF
Drawn By	MJS/HLF
Checked By	RMH
Approved By	NWC
Filename	TAMP1.DWG
Project No.	13998
Project Date	JULY 2023
GREEN BAY METROPOLITAN SEWERAGE DISTRICT GREEN BAY FACILITY NORTH PLANT CLARIFIER REHABILITATION GREEN BAY, WISCONSIN	
TUNNEL A ENLARGED PLAN	
DONOHUE	
Sheet No.	245
Drawing No.	TA-M-13





Lunda Construction Company

P.O. Box 669, Black River Falls, WI 54615

ADDITIONAL PAYMENT REQUEST

Date: 11/4/2025

Lunda Job No.: 16099600

TO:

Allen Howe
Donohue & Associates
3311 Weeden Creek Road
Sheboygan, WI 53081

Project No. 18-020-CO

Project: GBMSD North Plant Clarifier Rehabilitation Project

Description of Work: Issue 50 - RFP 027 Additional Discharge Piping for Scum Pumps

Following is a cost summary of extra work performed on this project:

Total Materials Expense	\$	-
Total Labor Expense*	\$	-
Total Equipment Expense	\$	-
Total Subcontract Expense	\$	131,895.75

	Subtotal	\$	131,895.75
Bond 2.75 % of	\$ 131,895.75	\$	3,627.13
Total (Computation Sheets Attached)		\$	135,522.88

It is anticipated that this work will require a time extension of 29 days

LUNDA CONSTRUCTION COMPANY

Approved By: _____

Date: _____

Owner Approval: _____

Date: _____

LUNDA CONSTRUCTION COMPANY - SPECIALTY SERVICES
W2332 Crosstown Road- Hilbert, WI 54129 - 920-853-3522

GENERAL INFORMATION

WEEK ENDING: _____ **COMPLETE DESCRIPTION OF WORK PERFORMED**

<p>JOB NUM ACCT NUM</p> <p>BACK CHARGE:</p> <p>SMALL PROJECT:</p> <p>CHANGE ORDER:</p>	
<p>AUTHORIZED BY:</p> <p>FIELD PREPARED:</p>	
<p>WORK DONE BY/FOR</p> <p>CONTRACTOR:</p> <p>OWNER:</p> <p>SUBCONTRACTOR:</p> <p>INTERNAL NO.</p>	

LABOR

EMPLOYEE NAME	CRAFT	TYPE	TOTAL	RATE	EXTENSION
		REG	0.00	\$	-
		OT	0.00	\$	-
		DT	0.00	\$	-
		REG	0.00	\$	-
		OT	0.00	\$	-
		DT	0.00	\$	-
		REG	0.00	\$	-
		OT	0.00	\$	-
		DT	0.00	\$	-
		REG	0.00	\$	-
		OT	0.00	\$	-
		DT	0.00	\$	-
		REG	0.00	\$	-
		OT	0.00	\$	-
		DT	0.00	\$	-
		REG	0.00	\$	-
		OT	0.00	\$	-
		DT	0.00	\$	-
		REG	0.00	\$	-
		OT	0.00	\$	-
		DT	0.00	\$	-
			Labor Subtotal	\$	-
			Contractors Fee 15%		\$0.00
			TOTAL LABOR CHARGES *	\$	-

* Labor rate may include different trades with straight and premium time.

EQUIPMENT/MATERIALS/3RD PARTY RENTALS/SUBCONTRACTS

SUPPLIER	REFERENCE	DESCRIPTION AND QUANTITY	AMOUNT
OWNED EQUIPMENT:			
		Owned Equipment Subtotal	\$ -
		Contractors Fee 0%	\$ -
RENTAL EQUIPMENT:			
		Rental Equipment Subtotal	\$ -
		Contractors Fee 5%	\$ -
MATERIAL:			
		Material Subtotal	\$ -
		Contractors Fee 15%	\$ -
SUBCONTRACTOR:			
Omni			\$ 18,580.00
August Winter			\$ 107,035.00
		Subcontractor Subtotal	\$ 125,615.00
		Contractors Fee 5%	\$ 6,280.75
TOTAL EQUIPMENT & 3RD PARTY RENTALS, MATERIALS & SUBCONTRACTS CHARGES			<u>\$ 131,895.75</u>
LABOR CHARGES (Page 1)			\$ -
EQUIPMENT, MATERIAL, 3RD PARTY RENTAL & SUBCONTRACT CHARGES (Page 2)			<u>\$ 131,895.75</u>
TOTAL BILLING			<u><u>\$ 131,895.75</u></u>



AUGUST WINTER & SONS, INC.
MECHANICAL CONTRACTOR & FABRICATOR

www.augustwinter.com

2323 N. Roemer Road
Appleton, WI 54911
PO Box 1896
Appleton, WI 54912-1896
P: (920) 739-8881
F: (920) 739-2230

5613 Schofield Ave.
Schofield, WI 54476
P: (715) 355-7555
F: (715) 355-9048

October 23, 2025



19

CHANGE ORDER PRICE AND BREAKDOWN

Project/Job#: GBMSD North Plant Clairifier 74623

Description: RFP-027 discharge piping replacement

Our change order price and breakdown follows:

August Winter

Material.....	\$	54,496
Labor**..... 328 hrs	\$	29,981
Direct Costs.....	\$	8,095
Subtotal.....	\$	92,572
Overhead.....	\$	13,886
Total.....	\$	106,458

Equipment

Total Equipment Costs.....	\$	550
Equipment Markup.....	\$	28
Total Equipment Costs w/overhead.....	\$	578

Subcontracts

Total Subcontractor Costs.....	\$	-
Subcontractor Markup.....	\$	-
Total Subcontractor Costs w/overhead.....	\$	-

Total AWS/Subcontractor Costs.....	\$	107,035
Profit/Bond.....	\$	-

Change Order Total..... \$ 107,035

Time extension required is **21** days.

This quotation based upon acceptance within **30** days.

** Labor rate may include multiple trades with straight and premium time.

Exclusions:

Jason Knops

August Winter & Sons, Inc.

PH: 920-739-8881 FX: 920-739-2230

VISIT OUR WEB SITE AT WWW.AUGUSTWINTER.COM

Branch Office: 5613 Schofield Avenue * Schofield, WI 54476 * PH: 715/355-7555 * FAX: 715/355-9048

HVAC * PLUMBING * TANK FABRICATION * PROCESS PIPING * IND. SHEETMETAL

SPECIALTY METAL FAB. * ASME PRESSURE VESSELS * ASME CODE WELDING * 24 HR. SERVICE * ENGINEERING

STATE OF WISCONSIN LICENSED MASTER PLUMBERS, LICENSE NUMBER 871958

August Winter Sons, Inc.
Change Order/Small Projects Report

Page 1

Project/Job#: GBMSD North Plant Clarifier 74623
Description: RFP-027 discharge piping replacement

Date: 10/23/2025

Change Order #: 19

MATERIAL

Material Credit w/restocking	0.00
Material ADD	\$ 54,495.53
Sales Tax	0.0%
	\$ -

Material Subtotal \$ 54,496

LABOR

General Foreman Hours	0.00	@	\$ -	\$ -
Supervision	52.00	@	\$ 94.33	\$ 4,905.16
Field Plumber/Fitter Hours - REG	255.20	@	\$ 90.79	\$ 23,169.61
Field Plumber/Fitter Hours - OT	0.00	@	\$ -	\$ -
Field Tinner Hours - REG	0.00	@	\$ -	\$ -
Field Tinner Hours - OT	0.00	@	\$ -	\$ -
Demo Hours	21.00	@	\$ 90.79	\$ 1,906.59
Operator Hours	0.00	@	\$ -	\$ -

Labor Subtotal \$ 29,981

DIRECT COSTS

Payroll Taxes + Insurance (WC and Liability)	27.0% of Labor	\$ 8,094.97
Subsistence		\$ -

Subtotal \$ 8,095

Total Contractor Costs	\$ 92,572
Overhead	15.0% \$ 13,886
Subtotal Contractor Costs	\$ 106,458

Equipment

Scissors Lift - 1 month	1.00	Hours @	\$ 550.00	\$ 550.00
	0.00	Hours @	\$ -	\$ -
	0.00	Hours @	\$ -	\$ -
	0.00	Hours @	\$ -	\$ -
	0.00	Hours @	\$ -	\$ -
	0.00	Hours @	\$ -	\$ -

Subtotal \$ 550

Equipment Overhead	5.0% \$ 28
Subtotal Equipment Costs	\$ 578

SUBCONTRACTS

	\$ -
	\$ -
	\$ -
	\$ -

Total Subcontractor Costs	\$ -
Subcontractor Overhead	5.0% \$ -
Subtotal Subcontractors Costs	\$ -

NOTE: This change order does not address impact costs on base contract.

Total Contractor/Subcontractor Costs	\$ 107,035
Profit	0.0% \$ -
Bond	0.0% \$ -
Total Amount Of Change	\$ 107,035

Time extension required is **21** days.

This quotation based upon acceptance within **30** days.

Exclusions:

NOTE: This change order does not address impact costs on base contract.

OMNI GLASS & PAINT, LLC.
3530 OMNI DRIVE * OSHKOSH, WISCONSIN 54904 * COMPANY ID #1100807
PHONES: ☒ OSHKOSH (920) 233-3333
☐ GREEN BAY (920) 434-7772 ☐ SCHOFIELD (715) 355-893

PAINT JOB CHANGE #PT63511
Date: October 17, 2025

To: Lunda Construction

Project: GBMSD Clarifier rehabs RFP #27 add coating of scum discharge piping

CHANGE FOR THE ABOVE LISTED PROJECT;

Scope for Primary 3 RFP # 27

Preparation and coating of piping associated with RFP #27 per plans and specifications.

Scum discharge piping at clarifiers 1,2,3,5,6,7

- Please add to the contract the sum of.....\$18,580.00

Materials=\$3,830.00

Labor=\$86.82 x 142 hours = \$12,328.44

Overhead=\$2,421.56

Thank you for the opportunity to do this project. If you have any questions, please call me at our office.

Rick Edinger, Project Manager PH: 920-636-5691

Saved as; RFP#27 add coating of new scum pipes 10-17-25

IMPORTANT – PLEASE READ

- Terms are Net 10 Days from date of invoice
- Past due accounts are subject to interest at the rate of 1-1/2% per month (18% annually)
- Retainages (when allowed) are due immediately upon payment from owner
- All materials used are under warranty by the manufacturer. Warranties may vary by manufacturer. Omni Glass & Paint, LLC. does not warranty materials
- Quotation excludes any overtime unless otherwise noted
- All workmanship is warranted for one year from date of installation
- It is understood that if you use your own contract form, the conditions of this quotation fully apply, unless specifically written out and mutually agreed upon
- Backcharges for any services not specifically agreed to in writing, and/or backcharges of any other nature for delays to the project caused by conditions beyond our control will not be honored and is not part of this quotations
- Seller reserves the right to stop work or delivery whenever an account is in arrears, without recourse by affected parties

Accepted _____ OMNI GLASS & PAINT, INC.

Date _____ By _____

WORK CHANGE DIRECTIVE NO. 043

Owner: Green Bay Metropolitan Sewerage District Owner's Project No.: 18-020-CO
Engineer: Donohue & Associates, Inc. Engineer's Project No.: 14324
Contractor: Lunda Construction, Co. Contractor's Project No.: 16099600
Project: North Plant Clarifier Rehabilitation Project
Contract Name:
Date Issued: November 14, 2025 Effective Date of Work Change Directive: November 14, 2025

Contractor is directed to proceed promptly with the following change(s):

Description:

Further detailed in RFP 028, the v-notch weirs located in the corners of each Final Clarifier would be blocked with a solid weir plate bolted to the back side. This would allow reuse of the v-notch weirs if determined in the future. The v-notch weirs would be blocked in the diagonal of the corner, and 5-ft out from each side of the diagonal. The current density baffles would be removed in the diagonal of the corner and no more than 5-ft out from the diagonal, but no less than 3-ft from each side of the diagonal. Anchors would be left in the place and baffle sections marked such that if determined to be re-installed in the future their order of installation would be known.

Attachments:

RFP 028 – Provide Straight Edge Weirs and Modify Density Current Baffles in Corners of Final Clarifiers

Cost Proposal for RFP 028

Purpose for the Work Change Directive:

With the startup of the first rehabbed Final Clarifier, Final Clarifier 5, popping of sludge was identified in the northeast corner. Anticipating concentrated flows, and whereby solids, directed to the corner(s), something demonstrated at another facility with squircles, the v-notch weirs in the corners would be blocked and an equivalent length of density current baffles removed to reduce the solids diverted to the corners.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$ 103,190.44 increase.

Contract Time: 10 days increase.

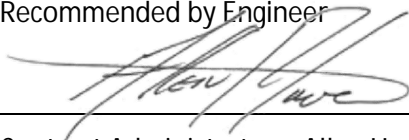
Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By:



Title: Contract Administrator – Allen Howe

Date: November 17, 2025

SPEED LETTER



3311 Weeden Creek Road | Sheboygan, WI 53081
920.208.0296 | donohue-associates.com

DATE: November 4, 2025

TO: Mr. Adam Gerondale
Lunda Construction Co.
W2332 Crosstown Road
Hilbert, WI 54129
Phone: 920.9853.3522

CONTRACT: GBMSD Green Bay Facility
North Plant Clarifier Rehabilitation Project
New Water Project No. 18-020-CS

DONOHUE PROJECT NO: 14324

MESSAGE: Request for Proposal 028: Provide Straight Edge Weirs and Modify Density Current Baffles in Corners of Final Clarifiers

Adam,

This Request for Proposal (RFP) is being prepared in response to the initial operation of Final Clarifier 5 in which popping of sludge was observed in the northeast corner. Being the only operating final clarifier rehabbed, the activity was continued to be observed while two other final clarifiers were under rehabilitation. In the interest of keeping the Project moving forward as sludge popping in the northeast corner of Final Clarifier 5 continued, it was proposed to block a portion of the v-notch weirs located in the corners as well as remove an equal length of density current baffles directly below the blocked v-notch weirs. This technique is something the Engineer has experience with that has been demonstrated on squircles at another facility in the past to reduce the concentration of flow to the corners reducing the amount of solids conveyed to the corners. It was determined to implement these modifications to Final Clarifier 1. Similar sludge popping was not observed in Final Clarifier 1 when temporarily blocking the corner weirs and removing equivalent lengths of density current baffles; therefore, it was determined to implement this modification to all final clarifiers.

Please provide a detailed cost proposal to make the following changes to work in the project:

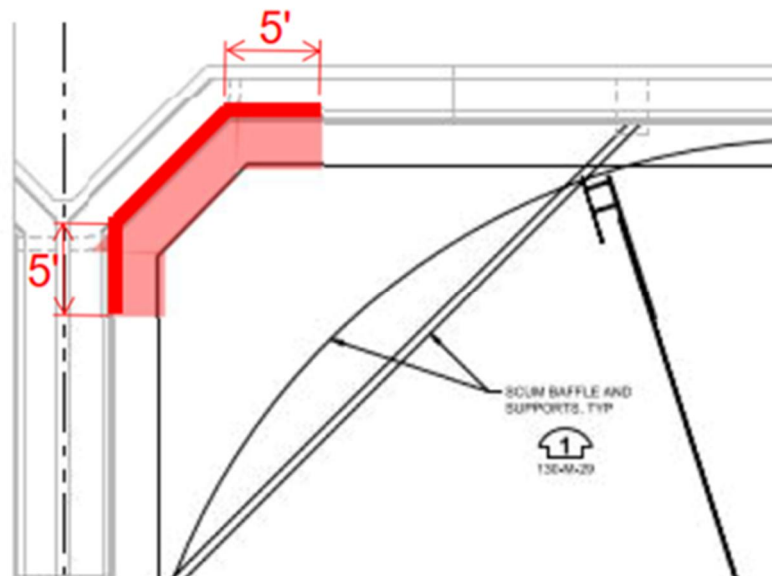
1. Contractor provided temporary blocking of the v-notch weirs and removal of equivalent length of density current baffles directly below those blocked weirs for demonstration in Final Clarifier 1. Remove the temporary means for blocking the v-notch weirs in Final Clarifier 1 to ready for permanent installation of a solid weir.
2. In the corners of each Final Clarifier provide the following:
 - a. Solid Weirs:
 - i. No Cost Item. Continue to install v-notch weirs in their entirety per Contract Documents.
 - ii. Fabricate new straight weirs that are 2-in higher than the top of v-notch weirs which cover the diagonal corner, and extend 5-ft out from each diagonal corner similar to the sketch included at the end of this RFP. Match bolt hole locations with those of the v-notch weirs.
 - iii. Overlay new straight weirs on effluent trough side of v-notch weirs, and use same wall anchors to fasten both plates. Install such that new straight weirs may be removed in the future for reuse of the blocked v-notches with no further modifications.

- iv. Where edges of new straight weir plates meet, caulk with clear silicone to seal.
- b. Density Current Baffles:
 - i. No Cost Item. Continue to install density current baffles in their entirety per Contract Documents.
 - ii. Remove baffles installed along diagonal corner. Leave adhesive anchors, washers and nuts in place for potential reuse in the future.
 - iii. Remove baffle section extending out from each diagonal corner. Removed section of baffle shall not extend beyond the 5-ft length of solid weir extending out from either diagonal corner, but not less than 3-ft. Leave adhesive anchors, washers and nuts in place for potential reuse in the future.
 - iv. Mark existing sections of baffle that are installed and then removed from each final clarifier corner in order to identify what baffle section goes where if reinstalled in the future such that anchor bolts will align with baffle holes. Use grease pencil or paint on underside of each baffle section to identify the Final Clarifier number, corner direction and section number in clockwise rotation; i.e. FC1 NW1, etc. Deliver removed and remaining baffle sections to Owner where directed by Owner for storage.

3. Provide in accordance with the Contract Documents.

Please provide a detailed cost proposal for this work—including labor hours, cost of labor, subcontractor costs (also broken down into labor hours, labor cost, material costs) and supporting vendor pricing information.

Attachments: None.



Please contact me if you have any questions in regard to this request for proposal.

Sincerely,

By:


Allen Howe, Construction Administrator



Lunda Construction Company

P.O. Box 669, Black River Falls, WI 54615

ADDITIONAL PAYMENT REQUEST

Date: 11/17/2025

Lunda Job No.: 16099600

TO:

Allen Howe
Donohue & Associates
3311 Weeden Creek Road
Sheboygan, WI 53081

Project No. 18-020-CO

Project: GBMSD North Plant Clarifier Rehabilitation Project

Description of Work: Issue 44_R1 - RFP 028 Straight Weirs

Following is a cost summary of extra work performed on this project:

Total Materials Expense	\$	197.25
Total Labor Expense*	\$	1,820.84
Total Equipment Expense	\$	550.56
Total Subcontract Expense	\$	97,860.00

	Subtotal	\$	100,428.65
Bond 2.75 % of	\$ 100,428.65	\$	2,761.79
Total (Computation Sheets Attached)		\$	103,190.44

It is anticipated that this work will require a time extension of 10 days

LUNDA CONSTRUCTION COMPANY

Approved By: _____

Date: _____

Owner Approval: _____

Date: _____

LUNDA CONSTRUCTION COMPANY - SPECIALTY SERVICES
W2332 Crosstown Road- Hilbert, WI 54129 - 920-853-3522

GENERAL INFORMATION

WEEK ENDING: _____ **COMPLETE DESCRIPTION OF WORK PERFORMED**

JOB NUM ACCT NUM BACK CHARGE: SMALL PROJECT: CHANGE ORDER:	Install temporary 2x6 "weirs" in corners of FC1 Remove Baffles in corners of FC1
AUTHORIZED BY: FIELD PREPARED:	
WORK DONE BY/FOR CONTRACTOR: OWNER: SUBCONTRACTOR: INTERNAL NO.	

LABOR

EMPLOYEE NAME	CRAFT	TYPE	7/28	TOTAL	RATE	EXTENSION
Carpenter/Millwright		REG	8.00	8.00	\$ 98.03	\$ 784.25
		OT		0.00		\$ -
		DT		0.00		\$ -
Labor Foreman		REG	8.00	8.00	\$ 99.89	\$ 799.09
		OT		0.00		\$ -
		DT		0.00		\$ -
		REG		0.00		\$ -
		OT		0.00		\$ -
		DT		0.00		\$ -
		REG		0.00		\$ -
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		REG		0.00		\$ -
		OT		0.00		\$ -
		DT		0.00		\$ -
		REG		0.00		\$ -
		OT		0.00		\$ -
		DT		0.00		\$ -
Labor Subtotal						\$ 1,583.34
Contractors Fee 15%						\$237.50
TOTAL LABOR CHARGES *						\$ 1,820.84

* Labor rate may include different trades with straight and premium time.

EQUIPMENT/MATERIALS/3RD PARTY RENTALS/SUBCONTRACTS

SUPPLIER	REFERENCE	DESCRIPTION AND QUANTITY	AMOUNT
OWNED EQUIPMENT:			
Pickup Truck			\$ 550.56
		Owned Equipment Subtotal	\$ 550.56
		Contractors Fee 0%	\$ -
RENTAL EQUIPMENT:			
		Rental Equipment Subtotal	\$ -
		Contractors Fee 15%	\$ -
MATERIAL:			
2x6			\$ 171.52
		Material Subtotal	\$ 171.52
		Contractors Fee 15%	\$ 25.73
SUBCONTRACTOR:			
AWS			\$ 93,200.00
		Subcontractor Subtotal	\$ 93,200.00
		Contractors Fee 5%	\$ 4,660.00
TOTAL EQUIPMENT & 3RD PARTY RENTALS, MATERIALS & SUBCONTRACTS CHARGES			<u>\$ 98,607.81</u>
LABOR CHARGES (Page 1)			\$ 1,820.84
EQUIPMENT, MATERIAL, 3RD PARTY RENTAL & SUBCONTRACT CHARGES (Page 2)			<u>\$ 98,607.81</u>
TOTAL BILLING			<u><u>\$ 100,428.65</u></u>

LUNDA
CONSTRUCTION
Adam Filiz

Date	07/28/2025	Job #	16099600
Location	GreenBay,WI/GBMSD/NorthPlant		
Preparer	Timothy Wierzba		
Owner			
Work Performed	Add 2x6s to the top on all 4 corners of final 1 tank and take down baffles		

09-03-2025

Labor

[illegible]

Materials

[illegible]

Equipment & Rentals

[illegible]



AUGUST WINTER & SONS, INC.
MECHANICAL CONTRACTOR & FABRICATOR

www.augustwinter.com

N850 Cty Rd. C
Appleton, WI 54912
PO Box 1896
Appleton, WI 54912
P: (920) 739-8811
F: (920) 739-2230

5613 Schofield Ave
Schofield, WI 54481
P: (715) 355-7511
F: (715) 355-9048

November 10, 2025



20

CHANGE ORDER PRICE AND BREAKDOWN

Project/Job#: GBMSD North Clarifier rehab/ 74623

Description: Demoing density baffle corners and adding weir plates in each final clarifier corner

Our change order price and breakdown follows:

August Winter

Material.....	\$	39,933
Labor**..... 338 hrs	\$	31,357
Direct Costs.....	\$	8,466
Subtotal.....	\$	79,757
Overhead.....	\$	11,963
Subsistence.....	\$	-
Total.....	\$	91,720

Equipment

Total Equipment Costs.....	\$	1,410
Equipment Markup.....	\$	71
Total Equipment Costs w/overhead.....	\$	1,481

Subcontracts

Total Subcontractor Costs.....	\$	-
Subcontractor Markup.....	\$	-
Total Subcontractor Costs w/overhead.....	\$	-

Total AWS/Subcontractor Costs.....	\$	93,200
Profit/Bond.....	\$	-

Change Order Total..... \$ 93,200

Time extension required is **9** days.

This quotation based upon acceptance within **30** days.

** Labor rate may include multiple trades with straight and premium time.

Exclusions:

Jason Knops

August Winter & Sons, Inc.
PH: 920-739-8881 FX: 920-739-2230

VISIT OUR WEB SITE AT WWW.AUGUSTWINTER.COM

Branch Office: 5613 Schofield Avenue * Schofield, WI 54476 * PH: 715/355-7555 * FAX: 715/355-9048

HVAC * PLUMBING * TANK FABRICATION * PROCESS PIPING * IND. SHEETMETAL

SPECIALTY METAL FAB. * ASME PRESSURE VESSELS * ASME CODE WELDING * 24 HR. SERVICE * ENGINEERING

STATE OF WISCONSIN LICENSED MASTER PLUMBERS, LICENSE NUMBER 871958

August Winter Sons, Inc.
Change Order/Small Projects Report

Page 1

Project/Job#: GBMSD North Clarifier rehab/ 74623

Date: 11/10/2025

Description: Demoing density baffle corners and adding weir plates in each final clarifier corner

MATERIAL

Material Credit w/restocking	0.00
Material ADD	\$ 39,933.39
Sales Tax	0.0%	\$ -

Material Subtotal \$ 39,933

LABOR

Foreman hours 2025	25.00	@	\$ 94.33	\$ 2,358.25
Foreman hours 2026	25.00	@	\$ 97.28	\$ 2,432.00
Field Plumber/Fitter Hours - 2025	116.50	@	\$ 90.79	\$ 10,577.04
Field Plumber/Fitter Hours - 2026	116.50	@	\$ 93.74	\$ 10,920.71
Field Tinner Hours - REG	0.00	@	\$ -	\$ -
Field Tinner Hours - OT	0.00	@	\$ -	\$ -
Shop Hours sheetmetal	55.00	@	\$ 92.16	\$ 5,068.80
Operator Hours	0.00	@	\$ -	\$ -

Labor Subtotal \$ 31,357

DIRECT COSTS

Payroll Taxes + Insurance (WC and Liability)	27.0% of Labor	\$ 8,466.33
--	----------------	-------------

Subtotal \$ 8,466

Subtotal Contractor Costs

\$ 79,757

Overhead

15.0% \$ 11,963

Subsistence

\$ -

Total Contractor Costs

\$ 91,720

Equipment

Scissors lift rental	3.00	weeks @	\$ 470.00	\$ 1,410.00
	0.00	weeks @	\$ -	\$ -
	0.00	weeks @	\$ -	\$ -
	0.00	weeks @	\$ -	\$ -
	0.00	weeks @	\$ -	\$ -
	0.00	weeks @	\$ -	\$ -

Subtotal \$ 1,410

Equipment Overhead

5.0% \$ 71

Subtotal Equipment Costs

\$ 1,481

SUBCONTRACTS

.....	\$ -
.....	\$ -
.....	\$ -
.....	\$ -

Total Subcontractor Costs

\$ -

Subcontractor Overhead

5.0% \$ -

Subtotal Subcontractors Costs

\$ -

NOTE: This change order does not address impact costs on base contract.

Total Contractor/Subcontractor Costs

\$ 93,200

Profit

0.0% \$ -

Bond

0.0% \$ -

Total Amount Of Change

\$ 93,200

Time extension required is 9 days.

This quotation based upon acceptance within 30 days.

Exclusions:

NOTE: This change order does not address impact costs on base contract.



Alro Steel

3970 Poberezny Rd.
Oshkosh, WI 54902

DUNS: 62-382-3221
Phone: (920) 231-7200

Quote

Alro Quote	114539237
Date	11/06/25
Purchase Order	74623 RFP 028

Bill To

Attn: SHANNON
August Winter & Sons, Inc.
PO BOX 1896
APPLETON, WI 54912
(920) 739-8881

Ship To

August Winter & Sons, Inc.
823 Communication Drive
Appleton, WI 54914

Sales Contact	Customer Number	Ship Via	FOB	Release
Cara Lonergan	00045867	OS TRUCK	DESTINATION	
Notes:				

1. *LEAD TIME SUBJECT TO CHANGE*
2. *P.I.E. AT TIME OF SHIPMENT*
3. *STOCK SUBJECT TO PRIOR SALE*

Line	Quantity	Description	Length/Size	Weight	Price	Ext. Price	Delivery Date
1	27.00 SHT	1/4 316L HRAP SS PLT 72 X 96	72 X 96 IN	14,466.00	276.0500 CWT	\$39,933.39	0/00/00
		1. Alro Part: 18608263					
		2. ** Certification Required **					
		3. ** DLVRY: 1-2 WEEKS ARO					

Email acceptance to: CLONERGAN@ALRO.COM or Fax to: (920) 231-0743

PO# _____ Due Date _____ Signed/Date _____

Total Lines	1	Weight	14,466.00	Quantity	27.00
Fuel Surcharge	\$12.55	Tax		Total Price	\$39,945.94 USD

- Customer will verify physical receipt with packing slip within 48 hours of receipt. Claims for deviations shall be made in writing within 10 days and shall not exceed the price of the material.
- Pounds shown are based on material required to produce and fill your order and are based on calculated weights within normal mill tolerances and may vary from actual weight shipped.
- The above quote is for your internal use only and should not be shared with any third party in any form.
- Availability subject to prior sale(s).
- All amounts are stated in U.S. Dollars & must be paid in U.S. Dollars.
- Only one fuel surcharge will be charged per scheduled delivery day.

- Alro will not be held responsible for customer specifications unless those specifications are mutually agreed to in writing at the time of order.
- Subject to terms and conditions per Alro invoices.
- Prices quoted will be honored if ordered and shipped within 24 hours of this quote.
- Prices are predicated on receiving the total order.
- All other orders will be priced based on pricing levels at time of delivery.
- Prices include raw material surcharges where applicable.
- Alro's standard payment terms are 1/2% 10 days, net 30 days.

Prices quoted will be honored if ordered and shipped within 24 hours of this quote.

Memorandum

TO: Commission
Nathan Qualls

FROM: Lisa Sarau

DATE: November 19, 2025

SUBJECT: Sewer Plan Approval

Background

The Village of Howard and the City of Green Bay have submitted requests for approval of sanitary sewer plans. Location maps are attached. The requests include the following:

Village of Howard Sanitary Sewer Plan Project #26003 – Hazel Estates 4th Addition: GBMSD Request #2025-31. The Village of Howard project is intended to serve 14 acres of residential development. Ultimately, the proposed sewer is intended to serve 22 acres of residential development. Flow from the development will be tributary to the Bayview Interceptor, which is consistent with NEW Water's planning documents.

City of Green Bay Sanitary Sewer Plan Project #8745 – Nicolet Estates: GBMSD Request #2025-24. The City of Green Bay project is intended to serve 50.6 acres of residential development. The proposed sewer is not intended to serve anything besides this residential development in the future, therefore the ultimate service area is also 50.6 acres. Flow from the development will be tributary to the Scott Bayshore Interceptor, which is consistent with NEW Water's planning documents.

Recommendation

Staff recommends Commission approval of the Village of Howard and City of Green Bay plans for the proposed sewers to serve land located within NEW Water. This approval is subject to favorable approval recommendations from Brown County Planning and final approval by the WDNR.

Commission Action

Request Commission approval of the Village of Howard and the City of Green Bay sewer plans.



INDEX OF SHEETS

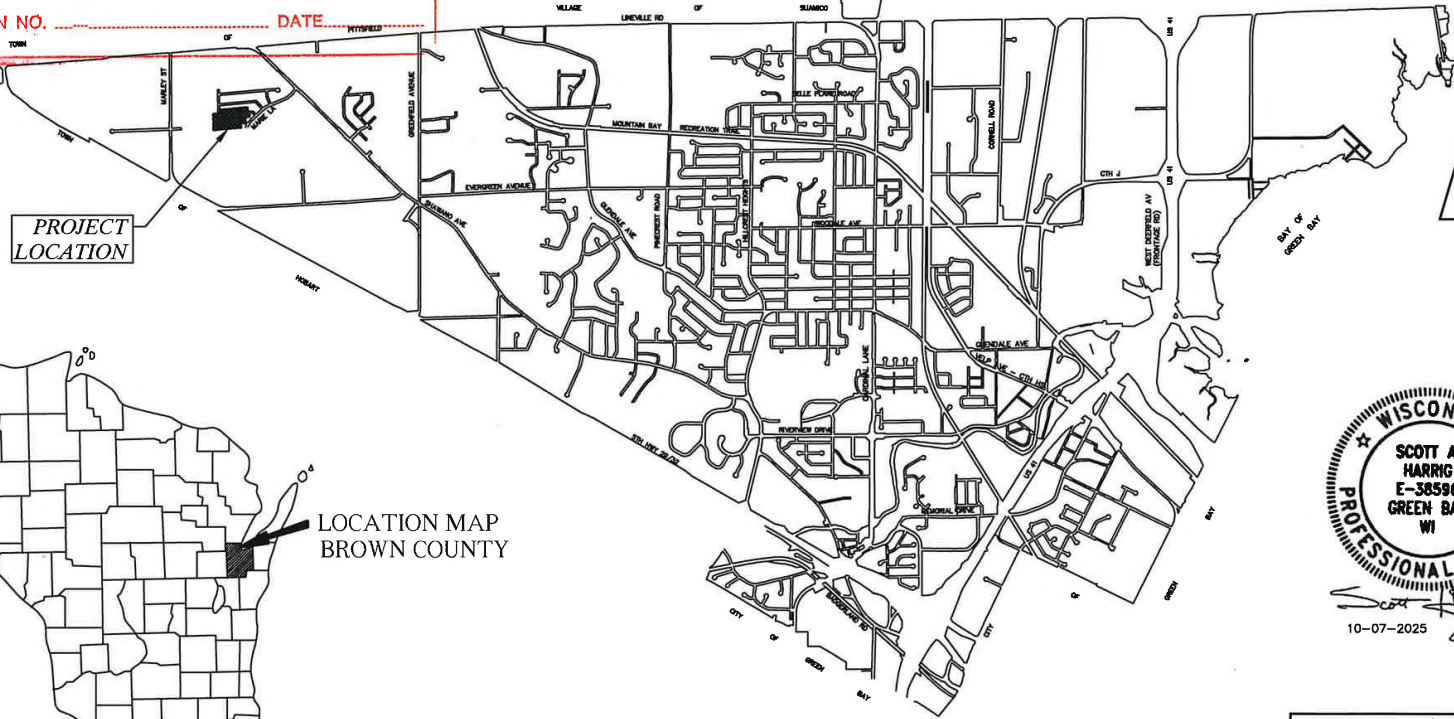
- 1 TITLE
- 2 TYPICAL SECTION AND MAILBOX CBU LAYOUT
- 3 EROSION CONTROL NOTES
- 4 EROSION CONTROL PLAN
- 5 INTERSECTION DETAILS
- 6-7 BETTY JEAN LANE PLAN AND PROFILE
- 8-9 MARLA LANE PLAN AND PROFILE
- 10 MILLWOOD LANE PLAN AND PROFILE
- 11 GRADING PLAN
- 12-16 BETTY JEAN LANE CROSS SECTIONS
- 17-20 MARLA LANE CROSS SECTIONS
- 21 MILLWOOD LANE CROSS SECTIONS
- 22 PLAT OF SURVEY

G. B. M. S. D. PLAN APPROVAL

REQUEST NO. GBMSD #2025-31
 PROJECT NO. VILLAGE OF HOWARD #26003
 EXAMINED BY PRINZART DATE 10/21/25
 APPROVED BY G.B.M.S.D. COMMISSION
 MOTION NO. _____ DATE _____

HAZEL ESTATES - 4TH ADDITION UTILITY AND ROADWAY CONSTRUCTION

VILLAGE OF HOWARD
BROWN COUNTY, WISCONSIN
VILLAGE PROJECT NO. 26003
OCTOBER, 2025



PROJECT UTILITIES CONTACTS:

WISCONSIN PUBLIC SERVICE CORP (ELECTRIC)
 SCOTT ZELLNER
 SCOTT.ZELLNER@WISCONSINPUBLICSERVICE.COM
 OFFICE: (920) 617-5088
 MOBILE: (920) 680-2188

WISCONSIN PUBLIC SERVICE CORP (GAS)
 ADAM LEY
 ADAM.LEY@WISCONSINPUBLICSERVICE.COM
 OFFICE: (920) 433-1079

AT&T
 PAUL KRAUTKRAMER
 PK3856@ATT.COM
 OFFICE: (920) 433-4142
 MOBILE: (920) 227-8893

SPECTRUM
 GEOFF TULACHKA
 GEOFF.TULACHKA@CHARTER.COM
 OFFICE: (920) 213-8400

NSIGHT / NET LEC LLC
 RICK VINCENT
 RICK.VINCENT@NSIGHT.COM
 OFFICE: (920) 617-7316

TDS
 SEAN MURRAY
 SEAN.MURRAY@TDSLECOM.COM
 OFFICE: (608) 664-4606
 MOBILE: (608) 888-5207

VILLAGE OF HOWARD
 GEOFF FARR
 GFARR@VILLAGEOFHOWARD.COM
 OFFICE: (920) 434-4080

BROWN COUNTY PLANNING, SURVEY COORDINATION
 JEFF DUMEX
 OFFICE: (920) 448-6295

UNDERGROUND UTILITIES SHOWN ON PLANS ARE TAKEN FROM UTILITY COMPANIES RECORD DRAWINGS OR PRELIMINARY FIELD LOCATES. WIS. STATUTES 182.0175 (1974) REQUIRES MINIMUM OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE. TO OBTAIN LOCATION OF PARTICIPANTS' UNDERGROUND FACILITIES CALL DIGGER'S HOTLINE 1-800-242-8511 TOLL FREE.



10-07-2025

Revisions/Remarks		
No.	Description	Date
1		
2		

ORIGINAL PLANS PREPARED BY

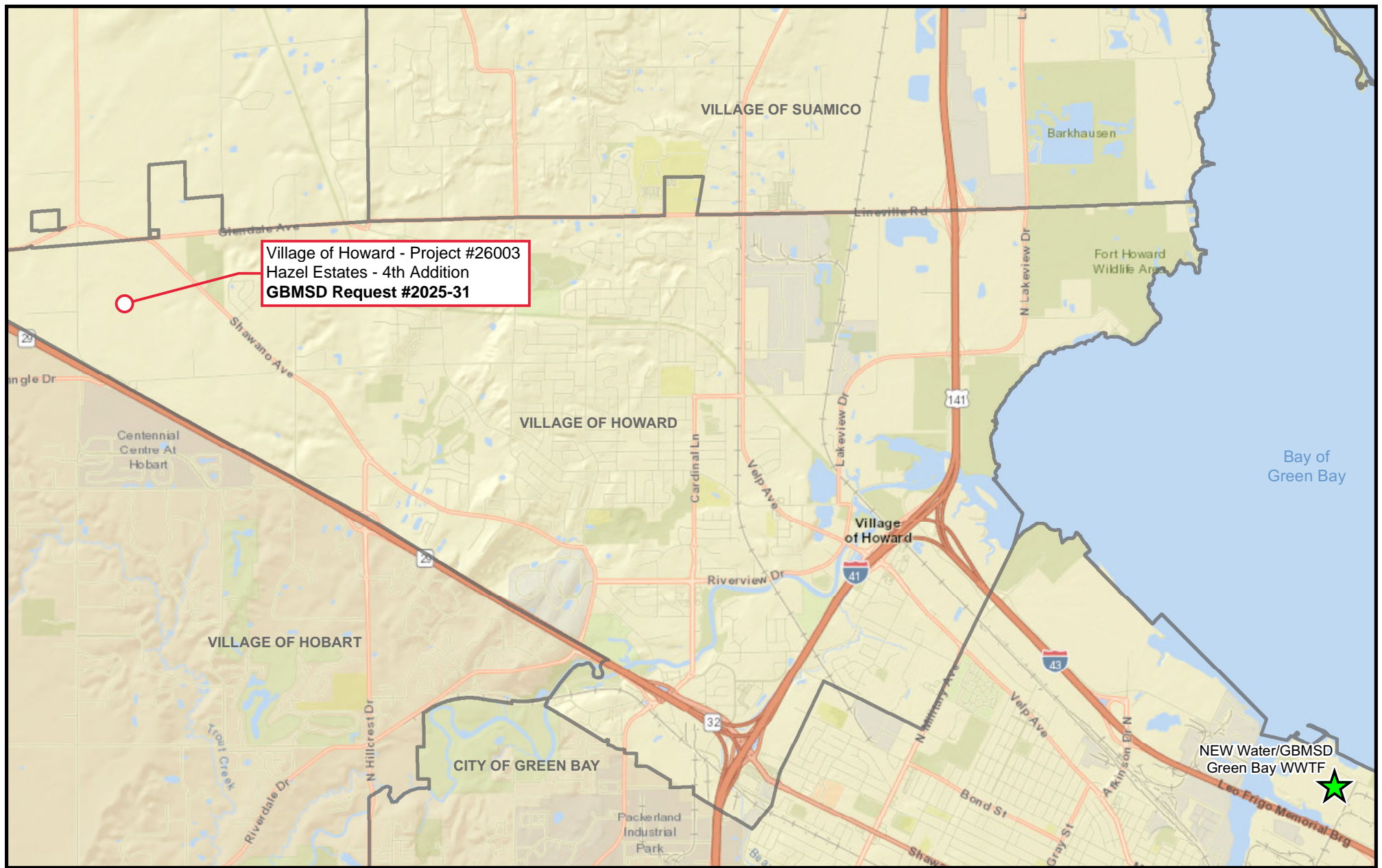
MACH IV
 ENGINEERING • SURVEYING • ENVIRONMENTAL

2260 Salscheider Court Green Bay, WI 54313
 PH: 920-569-5765; Fax: 920-569-5767
 www.mach-iv.com
 Project Number: 1787-30-25

APPROVED FOR
VILLAGE OF HOWARD

PUBLIC WORKS DIRECTOR

VILLAGE ENGINEER

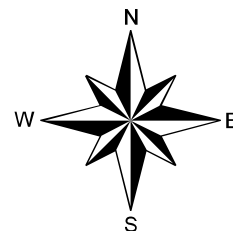


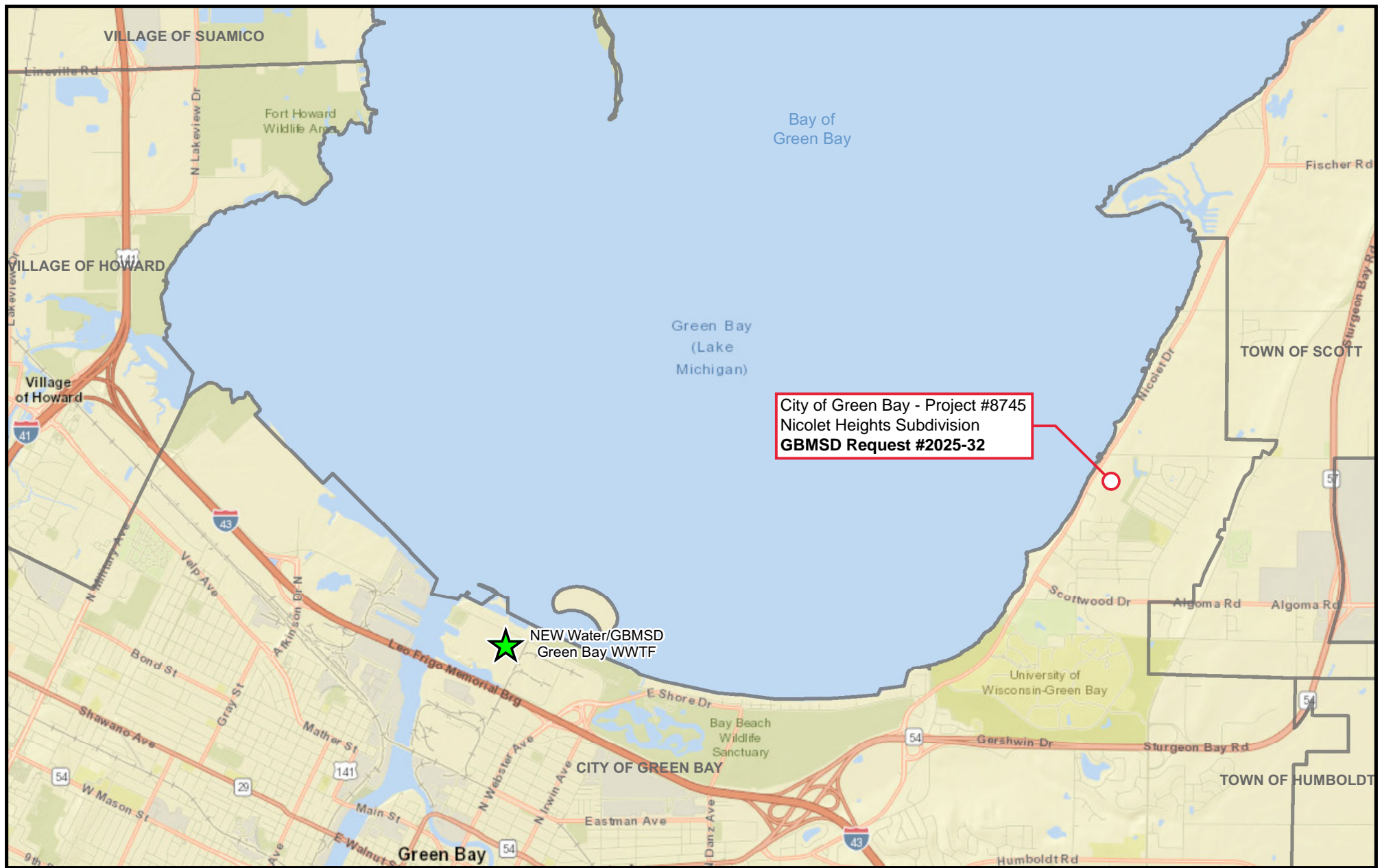
December 2025

**GBMSD Sewer Plan Approval
Request Location**

LEGEND

□ Municipal Boundaries



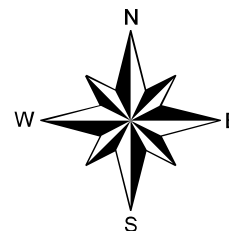


LEGEND

 Municipal Boundaries

December 2025

**GBMSD Sewer Plan Approval
Request Location**



NEW Water
The brand of the Green Bay
Metropolitan Sewerage District

Monthly Construction Progress Report

Project Name: East River Interceptor Renewal
Project Number: 230003CO1
Report Number: 5
Reporting Period: October 9, 2025 to November 20, 2025
Project Manager: Max McGuire

Contractor: Michels Trenchless			
Contract Cost		Contract Time	
	<u>Amount</u>		<u>Date</u>
Original Contract Sum:	<u>\$11,851,948.00</u>	Original Substantial Completion:	<u>September 12, 2026</u>
Net Change by Change Orders:	<u>\$0.00</u>	Original Contract Completion:	<u>October 12, 2026</u>
Contract Sum to Date:	<u>\$11,851,948.00</u>	Revised Substantial Completion:	
Total Complete and Stored to Date:	<u>\$4,11,969.50</u>	Revised Final Completion:	
Retainage:	<u>\$411,096.95</u>		
Total Earned Less Retainage:	<u>\$3,699,872.55</u>	Contract Milestones	
Previous Payments:	<u>\$1,877,559.00</u>	Do milestones apply?	
Balance to Finish with Retainage:	<u>\$7,740,978.50</u>	No	

Contract Contingency

Authorized Amount: \$1,185,200 Amount Used: \$0

Work Progress

Contract Budget Spent: 35% Contract Work Completed: 35%

Work Accomplished During Reporting Period

The contractor finished cleaning and televising the 48" segment of the East River Interceptor. They also completed the installation of CIPP liners in the 48" segment of the interceptor totaling about 5,000 linear feet. Abandonment work of the decommissioned interceptor also started at the southern limits of the project area working north.

Work Scheduled for Next Reporting Period

Abandonment work is planned to continue. The contractor plans to begin manhole rehabilitation using the FRP inserts. They also anticipate finalizing the second phase of the temporary conveyance system for the next portion of CIPP lining work.

Outstanding Issues

None.

Issues Resolved

None



Photo 1 – Michels preparing for the first install of 48" CIPP Liner.



Photo 2 – On site wet-out and inversion of the 48" CIPP Liner.

Monthly Construction Progress Report

Project Name: Thickening Improvements
 Project Number: 210031-CO
 Report Number: 3
 Reporting Period: September 23, 2025 – December 3, 2025
 Project Manager: Tyler Biese

Contractor: August Winter & Sons Inc.			
Contract Cost		Contract Time	
	<u>Amount</u>		<u>Date</u>
Original Contract Sum:	\$ 21,639,766.00	Original Substantial Completion:	<u>February 29, 2028</u>
Net Change by Change Orders:	\$ 0.00	Original Contract Completion:	<u>May 29, 2028</u>
Contract Sum to Date:	\$ 21,639,766.00	Revised Substantial Completion:	<u>n/a</u>
Total Complete and Stored to Date:	\$6,077,087.51	Revised Final Completion:	<u>n/a</u>
Retainage:	\$ 303,854.39		
Total Earned Less Retainage:	\$ 5,773,233.12	Contract Milestones	
Previous Payments:	\$ 2,006,585.43	Do milestones apply?	
Balance to Finish with Retainage:	\$ 15,866,532.88	If yes, list:	
		No	

Contract Contingency

Authorized Amount: \$ 2,164,000 Amount Used: \$ 0.00

Work Progress

Contract Budget Spent: 27% Contract Work Completed: 27%

Work Accomplished During Reporting Period

Gravity belt thickener 4 (GBT #4) and associated control panel have arrived onsite. The contractor is installing piping and equipment in the area where gravity belt thickener 4 will be installed. The team continues to review submittals, RFIs, shutdown requests, change order requests, payment applications and other project related documents.

Work Scheduled for Next Reporting Period

Construction efforts to install GBT #4 and supporting equipment will continue.

Outstanding Issues

None.

Issues Resolved

None.



Figure 1: New Gravity Belt Thickener in the Process of being Installed



Figure 2: New Thickened Sludge Pump Pre-Installation

Monthly Construction Progress Report

Project Name: DPF Pumping & Headworks Project
 Project Number: 220013-CO
 Report Number: 2
 Reporting Period: September 23, 2025 – December 3, 2025
 Project Manager: Tyler Biese

Contractor: Miron Construction			
Contract Cost		Contract Time	
	<u>Amount</u>		<u>Date</u>
Original Contract Sum:	\$ 20,135,586.00	Original Substantial Completion:	<u>September 30, 2027</u>
Net Change by Change Orders:	\$ 0.00	Original Contract Completion:	<u>December 10, 2027</u>
Contract Sum to Date:	\$ 20,135,586.00	Revised Substantial Completion:	<u>n/a</u>
Total Complete and Stored to Date:	\$ 0.00	Revised Final Completion:	<u>n/a</u>
Retainage:	\$ 0.00		
Total Earned Less Retainage:	\$ 0.00	Contract Milestones	
Previous Payments:	\$ 0.00	Do milestones apply?	
Balance to Finish with Retainage:	\$ 20,135,586.00	If yes, list:	
		No	

Contract Contingency

Authorized Amount: \$ 2,014,000 Amount Used: \$ 0.00

Work Progress

Contract Budget Spent: 0% Contract Work Completed: 5%

Work Accomplished During Reporting Period

The bypass piping system required to bypass the preliminary treatment units is operational. Demolition work is in progress on the preliminary treatment units and grit handling equipment. The team continues to review submittals, RFIs, shutdown requests, change order requests, payment applications and other project related documents

Work Scheduled for Next Reporting Period

Demolition work is anticipated to continue on the preliminary treatment units and grit handling equipment. Submittal review and equipment procurement activities will be ongoing.

Outstanding Issues

None.

Issues Resolved

None.



Figure 1: Preliminary Treatment Unit Prior to Demolition



Figure 2: Temporary Bypass Piping and Preliminary Treatment Unit Demolition

Monthly Construction Progress Report

Project Name: GBF North Plant Clarifier Rehabilitation
 Project Number: 18-020-CO
 Report Number: 9
 Reporting Period: 8/17/25 to 11/22/25
 Project Manager: Robert Brown

Contractor: Lunda Construction			
Contract Cost		Contract Time	
	<u>Amount</u>		<u>Date</u>
Original Contract Sum:	\$ 34,314,529.00	Original Substantial Completion:	<u>October 31, 2026</u>
Net Change by Change Orders:	(\$ 1,481,829.91)	Original Contract Completion:	<u>February 28, 2027</u>
Contract Sum to Date:	\$ 32,832,699.09	Revised Substantial Completion:	<u>NA</u>
Total Complete and Stored to Date:	\$ 22,003,185.90	Revised Final Completion:	<u>NA</u>
Retainage:	\$ 820,817.48		
Total Earned Less Retainage:	\$ 21,182,368.42	Contract Milestones	
Previous Payments:	\$ 20,189,845.37	Do milestones apply?	No
Balance to Finish with Retainage:	\$ 11,650,330.67	If yes, list:	

Contract Contingency

Authorized Amount: \$ 3,431,500.00

Amount Used: (\$ 1,481,829.91)

Work Progress

Contract Budget Spent: 61%

Contract Work Completed: 67%

Work Accomplished During Reporting Period

Demolition and rehabilitation work on Final Clarifier (FC) #3, FC #7, and Primary Clarifier (PC) #2 progressed while FC #1, FC #6, and PC #3 were allowed to operate with the newly installed (redesigned) end trusses. FC #5 continues to operate on an emergency basis due to the known need for future repairs. The final clarifier portion of the comprehensive structural analysis requested by NEW Water was delivered and presented by the clarifier manufacturer on November 12. While still under review by Donohue/NEW Water, it has been determined that additional structural modifications to the bridge and the mechanism will be required to deliver a sufficiently robust finished product.

Work Scheduled for Next Reporting Period

The three clarifiers currently under construction will be finished in accordance with the current design and ready to return to service over the next several weeks. Evaluation and resolution of presented structural details for the final clarifiers will dictate required corrective actions and any implications for construction scheduling. Similar impacts could be expected when the manufacturer is able to provide the structural analysis documentation for primary clarifiers. Owner, Engineer, Contractor, and Supplier will continue to collaborate on the development and implementation of satisfactory corrective efforts.

Outstanding Issues

Initial PE analysis provided by the clarifier manufacturer suggests that structural modifications beyond the previous end-truss redesign will be required for final clarifiers. NEW Water/Donohue evaluation of those results is ongoing, and analysis of the primary clarifiers has not yet been provided.

Issues Resolved

None



PLACING BRIDGE FOR FC3



TRACKING DEPLOYMENT OF CORNER SWEEP WHILE FILLING FC1



TEMPORARY PIPE SUPPORTS (LT) AND NEW BRACES (RT) FOR FC7 WCD #20



SCUM BEACH AND ANTI-ROTATION Baffle FROM UNDERNEATH BRIDGE

Monthly Construction Progress Report

Project Name: Green Bay Facility Administration Building AHU Replacement
 Project Number: 220016
 Report Number: 1
 Reporting Period: 4/15/25 to 11/22/25
 Project Manager: Robert Brown

Contractor: Hurckman Mechanical Industries, Inc.			
Contract Cost		Contract Time	
	<u>Amount</u>		<u>Date</u>
Original Contract Sum:	\$ 1,523,300.00	Original Substantial Completion:	February 18, 2026
Net Change by Change Orders:	\$ 0.00	Original Final Completion:	April 15, 2026
Contract Sum to Date:	\$ 1,523,300.00	Revised Substantial Completion:	NA
Total Complete and Stored to Date:	\$ 493,470.00	Revised Final Completion:	NA
Retainage:	\$ 24,673.50		
Total Earned Less Retainage:	\$ 468,796.50	Contract Milestones	
Previous Payments:	\$ 245,242.50	Do milestones apply?	
Balance to Finish with Retainage:	\$ 1,054,503.50	If yes, list:	
		No	

Contract Contingency

Authorized Amount: \$ 152,300.00 Amount Used: \$ 0.00

Work Progress

Contract Budget Spent: 16% Contract Work Completed: 32%

Work Accomplished During Reporting Period

After receiving the Notice to Proceed on April 15, Hurckman had to pursue an alternate equipment supplier to assure compliance with project specifications. Consequent delays in submittal review and fabrication resulted in onsite construction activities beginning October 6. Demolition started on the Tunnel and Basement levels, with efforts to remove and replace two small air handling units (AHUs) and two humidifier units supporting larger Lab AHUs. Installation of the replacement equipment is progressing rapidly. Temporary equipment was set up to maintain acceptable conditions in the data center, and demolition of nearly all HVAC equipment in the South rooftop mechanical room started in mid-November.

Work Scheduled for Next Reporting Period

Piping, electrical, and controls work for the basement air handlers and humidifiers will be finished. Systems will be balanced and returned to service. Mechanical installation of the air handlers, chilled water pumps, exhaust fans, and supporting equipment in the South rooftop mechanical room will be finished, followed by controls installation and balancing efforts. Ductwork modifications and cleaning on 2nd floor South will be done, as will miscellaneous air handler modifications in the Solids Facility. Preparations for temporary climate control on 2nd floor North will be formalized before initiating demolition activities in the North rooftop mechanical room.

Outstanding Issues

None

Issues Resolved

None



SOUTH ROOFTOP MECHANICAL ROOM DEMO WITH TEMP COOLING TO DATA CENTER



NEW AIR HANDLING UNIT A-10 SERVING BASEMENT ELECTRICAL ROOMS

Memorandum

TO: Commission
Nathan Qualls

FROM: Courtney Mueller

DATE: November 20, 2025

SUBJECT: 2025 October Financial Statements

Please find attached the Financial Statements for your review.

Operating Revenues

- October's operating revenues were favorable to budget by \$285K or 7.0%
 - Additional Biochemical Oxygen Demand (BOD) Loadings, Total Suspended Solids (TSS) Loadings and Total Kjeldahl Nitrogen (TKN) Loadings
- Year to date, total operating revenues were favorable to budget by \$855K or 2.0%

Operating Expenses

- October's operating expenses were unfavorable to budget by (\$17K) or (1.0%) from more expenditures than budgeted in plant maintenance, natural gas & fuel oil, and maintenance interceptors.
- Year to date, total operating expenses were favorable to budget by \$2.1M or 9.0% from less expenditures than budgeted in contracted services, salaries & benefits, and power.

Net Income (Loss) (Operating Income adjusted by Non-Operating Revenue and Expenses)

- Net Income for the month of October was \$949K.
- Net Income year to date was \$11.3M

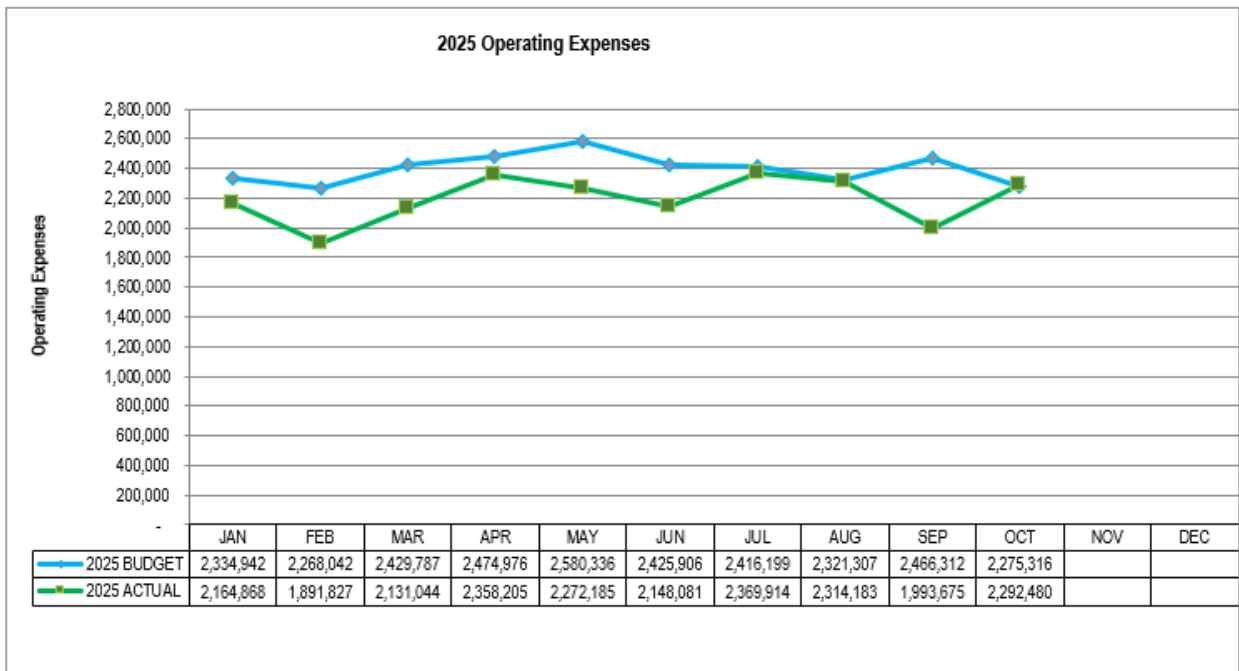
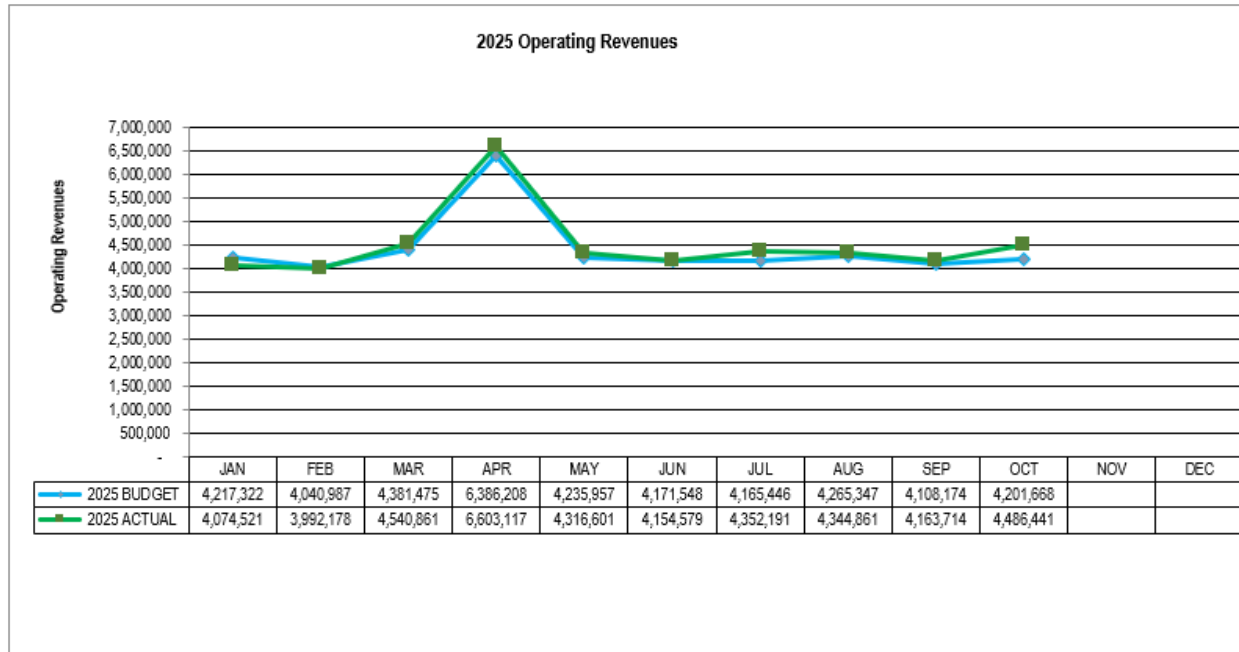
Reporting and Information

Following are the Operating Revenues and Expenses graphs; Income Statement, Statements of Net Position, and Legends are attached.

No Commission action is required.



NEW Water



NEW Water
Green Bay Metropolitan Sewerage District
INCOME STATEMENT

	Oct-25			Year to Date			
	Budget 2025	Actual 2025	Budget vs. Actual Favorable/ (Unfavorable)	Budget 2025	Actual 2025	Budget vs. Actual Favorable/ (Unfavorable)	Actual 2024
Operating Revenues							
User Fees - Municipal Waste	\$ 3,738,752	\$ 3,944,183	\$ 205,432	\$ 38,469,378	39,012,565	\$ 543,187	\$36,836,384
User Fees - Mill Waste	366,036	381,648	15,612	\$ 4,581,669	\$ 4,379,592	(202,077)	4,772,444
Other Revenues	96,880	160,609	63,729	\$ 1,123,086	\$ 1,636,906	513,820	\$1,426,970
Total Operating Revenues	\$ 4,201,668	\$ 4,486,441	\$ 284,773	\$ 44,174,133	\$ 45,029,063	\$ 854,930	\$ 43,035,797
			7%			2%	
Operating Expenses							
Salaries	\$ 852,199	\$ 809,863	\$ 42,336	\$ 8,424,400	\$ 8,080,170	\$ 344,230	\$ 7,883,286
Benefits	297,644	277,969	19,674	\$ 2,782,789	\$ 2,567,746	215,043	2,582,550
Employee Development	10,460	12,266	(1,806)	\$ 168,260	\$ 136,357	31,903	128,258
Travel and Meetings	21,565	17,826	3,739	\$ 125,841	\$ 76,141	49,700	71,164
Power	200,123	177,668	22,454	\$ 2,170,754	\$ 1,870,573	300,181	1,953,218
Natural Gas & Fuel Oil	30,745	106,706	(75,961)	\$ 558,356	\$ 600,883	(42,527)	633,725
Chemicals	121,833	153,301	(31,468)	\$ 1,758,727	\$ 1,647,119	111,608	1,545,276
Maintenance - Plant	106,538	192,671	(86,133)	\$ 2,039,323	\$ 2,019,152	20,171	1,861,965
Maintenance - Interceptors	81,645	138,419	(56,774)	\$ 314,045	\$ 308,541	5,503	195,080
Contracted Services	286,559	254,356	32,202	\$ 3,374,233	\$ 2,617,282	756,951	2,549,342
Insurance	47,047	46,272	776	\$ 470,474	\$ 463,072	7,402	446,858
Solid Waste Disposal	104,377	3,628	100,749	\$ 374,032	\$ 205,356	168,675	198,735
Administrative and Information Technology	50,995	55,103	(4,108)	\$ 835,858	\$ 805,853	30,005	751,613
Supplementary Expenses (See Legend)	63,586	46,431	17,155	\$ 596,033	\$ 538,218	57,815	484,617
Total Operating Expenses	\$ 2,275,316	\$ 2,292,480	\$ (17,164)	\$ 23,993,123	\$ 21,936,463	\$ 2,056,660	\$ 21,285,686
			-1%			9%	
Operating Income	\$ 1,926,352	\$ 2,193,960	\$ 267,608	\$ 20,181,010	\$ 23,092,600	\$ 2,911,590	\$ 21,750,112
			14%			14%	
Non-Operating Revenues and Expenses							
Investment Income	\$ 155,000	\$ 291,445	\$ 136,445	\$ 1,516,397	\$ 2,458,151	\$ 941,753	\$ 2,400,564
Unrealized Gain/Loss on Investment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amortization of Premium	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Depreciation	\$ (1,131,831)	\$ (1,131,831)	\$ -	\$ (11,318,310)	\$ (11,318,310)	\$ -	(11,602,940)
Gain (Loss) on Disposal of Fixed Assets	\$ -	\$ -		\$ -	\$ -	\$ -	15,000
Interest Expense	\$ (291,694)	\$ (359,081)	\$ (67,386)	\$ (2,916,945)	\$ (2,959,037)	\$ (42,092)	(2,887,366)
Misc Non-Operating Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Non-Operating Revenues and Expenses	\$ (1,268,525)	\$ (1,199,466)	\$ 69,059	\$ (12,718,858)	\$ (11,819,196)	\$ 899,662	\$ (12,074,742)
Net Income (Loss)	\$ 657,827	\$ 994,494	\$ 336,668	\$ 7,462,152	\$ 11,273,404	\$ 3,811,252	\$ 9,675,370

Note: Please reference attached legends by categories.

NEW Water

Green Bay Metropolitan Sewerage District

Income Statement Legends per Categories

Operating Revenues:

User Fees - Municipal Waste:	Volume, Biochemical Oxygen Demand, Suspended Solids, Phosphorus, Kjeldahl Nitrogen, Direct Charges
User Fees – Mill Waste:	Volume, Biochemical Oxygen Demand, Suspended Solids, Phosphorus, Kjeldahl Nitrogen Direct Charges from Procter & Gamble, and Fox River Fiber
Capital and Direct Revenue Mills:	Capital and Debt Service Charges.
Other Revenues:	Excess Capacity Rental and Exceedance Surcharges, Discounts Permit Fees, Leases and miscellaneous revenues.

Operating Expenses:

Salaries:	Departmental, Pretreatment, Interceptor, Meter and Lift Stations (East River Lift Stations and Old Plank Lift Stations).
Benefits:	Health, Dental, & Life Insurances, Retirement, Social Security, Fringe and Compensated Benefits, Workers and Unemployment Compensations, Uniforms, Employee Referral Services, Long Term Disability, and Wellness.
Employee Development:	Registration, Conference, Seminar, Tuition Fees and Training.
Travel and Meetings:	Lodging, Transportation, Meals, Mileage, and Meetings (prior were included in Employee Development and Supplementary Expenses).
Power:	All Power related.
Natural Gas & Fuel Oil:	Generators, Incineration and Heating.
Chemicals:	Sodium, Polymer, Ferric Chloride, Muriatic Acid, Lime, etc., Interceptor Odor Control and Lab Chemicals.
Maintenance Plant:	Repair and Maintenance Building and Equipments, Inventories (Obsolescence, Variances), Telephones for Lift and Meter Stations, Pretreatment Programs, Inventory Obsolescence, Leases and Rental.

NEW Water

Green Bay Metropolitan Sewerage District

Income Statement Legends per Categories

Operating Expenses (Continued):

Maintenance Interceptors:	Repair and Maintenance of Interceptors, Lift Stations, and Meter Stations.
Contracted Services:	Contractors, Legal, Audit, Studies, Occupational Health, Custodial Services, Environmental Programs, Sponsorship, Hazardous Waste Disposal, Class and Compensation, Household Hazardous Waste Disposal, DNR Environmental Fees, In District Sustainability, Risk Based Asset Management, Watershed Based Planning, Reg/Muni Environment Service and Contingency.
Insurances:	Automobile, Property, Boiler and Machinery, Liability, Umbrella, Commercial Crime, and Public Officials.
Solid Waste Disposal:	Hickory Meadows Landfill and Veolia Environmental Services.
Administrative & Information Technology:	Supplies, Postage, Data Processing (computer software, main application, support, etc.), Publishing, Sales and Use Tax, Bank Service Charges and Employee Recognition.
Supplementary Expenses:	Telephones (main lines, cells), Fuel Vehicles, (New) Fuel Equipment, Small Tools, Public Information, Memberships and Dues, Publications and Subscriptions, Licenses & Permits, Freight In, Freight Out, Safety Shoes and Glasses, and Water (including Fire Protection supplemental fee).

Non-Operating Revenues and Expenses:

Investment Income:	Interest on Investments and Interceptor Cost Recovery Interest.
Depreciation Expense:	Monthly Depreciation on all Fixed Assets such as Land, Land Improvements, Buildings, Vehicle, Boats & Trailers, Machinery Equipment, Furniture and Fixtures, Interceptors, Meters & Lift Stations.
Gain (Loss) on Disposal of Fixed Assets:	Sale, Disposal, and Transfer of Fixed Asset. Interest
Expense:	Debt Service and Bond Anticipation Note Interest.

NEW Water
GREEN BAY METROPOLITAN SEWERAGE DISTRICT
STATEMENTS OF NET POSITION
For the Twelve Months Ending:

31-Oct-25

Assets

Current Assets	
Cash and Investments	\$ 23,679,482.32
Receivables	
Sewage Treatment Service	6,695,131.49
Accrued Interest	339,300.96
Other	223,586.04
Inventories	3,170,990.42
Prepaid Expenses	176,903.51
Total Current Assets	<u>\$ 34,285,394.74</u>
Restricted Assets	
Cash and Investments	\$ 109,309,245.02
Accrued Interest Receivables	-
Interceptor Cost Recovery Receivable	882,665.80
Total Restricted Assets	<u>\$ 110,191,910.82</u>
Deferred Outflows of Resources	
Deferred Pension Resources	\$ 6,322,301.00
Deferred Life Insurance Resources	\$ 812,023.00
Deferred Loss on Bond Advance Refunding	\$ 1,867,189.57
Total Deferred outflows of Resources	<u>\$ 9,001,513.57</u>
Capital Assets	
Wastewater Treatment Facilities	\$ 374,715,792.59
Interceptor Sewers	112,133,541.36
Construction in Progress	48,853,671.04
Total Capital Assets	<u>\$ 535,703,004.99</u>
Less: Accum Depreciation and Amortization	<u>(202,294,151.54)</u>
Net Capital Assets	<u>\$ 333,408,853.45</u>
Other Assets	
Bond Issuance Costs	\$ 81,750.00
Net Pension Asset	\$ -
Total Other Assets	<u>\$ 81,750.00</u>
Total Assets	<u><u>\$ 486,969,422.58</u></u>

Liabilities and Equity

Current Liabilities	
Accounts Payable	\$ 6,486,308.46
Salaries Payable	159,373.88
Other Accrued Liabilities	182,195.70
Total Current Liabilities	<u>\$ 6,827,878.04</u>
Liabilities Payable from Restricted Assets	
Accounts Payable	\$ 1,661,223.94
Current Maturities of General Long-Term Debt	12,643,907.00
Interest Accrued	(21,463.11)
Total Liabilities Payable from Restricted Assets	<u>\$ 14,283,667.83</u>
Long-Term Liabilities	
General Long-Term Debt, Less Current Maturities	\$ 176,309,823.49
Debt Premium	\$ 724,366.83
Bond Premium	\$ -
Pension Liability	711,010.00
Compensated Absences	2,513,120.69
Other post employment benefits (life insurance)	1,949,040.00
Deferred Revenue	-
Total Long-Term Liabilities	<u>\$ 182,207,361.01</u>
Total Liabilities	<u>\$ 203,318,906.88</u>
Deferred Inflows of Resources	
Deferred Pension Obligations	\$ 3,808,343.00
Deferred Life Insurance Obligations	\$ 956,936.00
	<u>\$ 4,765,279.00</u>

Net Position

Net Position	
Invested in Capital Assets, net of Related Debt	\$ 145,679,695.70
Restricted for Equipment & Interceptor Replacement	29,774,249.21
Restricted for Plant Capital Replacement	38,310,859.02
Restricted for Debt Retirement	42,049,160.68
Restricted for Capital Projects	-
Restricted for Pension	-
Unrestricted	<u>23,071,272.09</u>
Total Net Position	<u><u>\$ 278,885,236.70</u></u>

Note: Please reference attached legends by categories.

NEW Water

Green Bay Metropolitan Sewerage District

Statements of Net Position (previously Balance Sheet) Legends per Categories

Assets

<u>Current Assets:</u>	Are cash and other assets that will be converted to cash or used by GBMSD in a relative short period of time, usually a year or less.
Cash and Investments:	Petty cash, cash in checking, general savings and investment accounts, discounts/premiums for unrestricted and restricted.
Accounts Receivables:	All amounts owed to GBMSD by customers.
Sewage Treatment Service:	Accounts receivable for sewage treatment services.
Accrued Interest:	Accrued interest and interest received on investments.
	Other: Accounts receivable from septage, pretreatment, and other customers such as Procter and Gamble Paper Products, West Shore Pipeline Co, etc.
Inventories:	Are goods and materials held available in stock by GBMSD such as electrical, instrumentation, mechanical, hardware, janitorial, lubes & oils, fuel oils, polymer, and all other miscellaneous related products such as copy paper, gloves, respirator or filter head piece, cartridge, cleaners, towels, etc.
Prepaid Expenses:	Insurances that have been paid for and not yet used such as worker compensation, liability base, automotive, umbrella base, property base, boiler & machinery, commercial crime, public officials, health, dental, and fringe benefits.
<u>Restricted Assets</u>	
Cash and Investments:	Savings, investment and money market accounts for debt, plant and equipment replacement fund (PERF), interceptor cost recovery (ICR), bond proceeds, and unrealized gain/loss.
Accrued Interest Receivable:	Accrued interest and interest received periodically on restricted investments.

NEW Water

Green Bay Metropolitan Sewerage District

Statements of Net Position (previously Balance Sheet) Legends per Categories

Interceptor Cost Recovery Receivable: Deferred receivable from municipal customers in which the municipalities have agreed to reimburse GBMSD for the cost of interceptors owned by GBMSD whose capacity has been allocated.

Capital/Fixed Assets:

Capital: Are all items of property other than inventories, receivables, copy rights, certain governmental obligations, and real and depreciable property used by GBMSD (Ex: capital stocks and bonds).

Fixed Assets: Are long term assets acquired by GBMSD rather than for resale.

Wastewater Treatment Facilities: Land & land improvements, structures, machinery & equipment, furniture & fixtures, vehicle, boats & trailers, and amortize assets.

Interceptor Sewers: Meter & lift stations and interceptors.

Construction in Progress (CIP): Asset entry records the cost of construction work, which is not yet completed. A CIP item is not depreciated until the asset is placed in service.

Accumulated Depreciation & Amortization: Shows the total of all depreciation and amortization recorded on the asset up through the balance sheet date (land & land improvements, structures, machinery & equipment, furniture & fixtures, vehicle, boats & trailers, and accumulated amortization).

Depreciation: Is the amount of plant asset cost allocated to each accounting period benefiting from the asset's use; it is a process of allocation, not valuation.

Amortization: Is the systematic write-off of the cost of an intangible asset to expense. A portion of intangible asset cost is allocated to each accounting period in the economic (useful) life of the asset.

NEW Water

Green Bay Metropolitan Sewerage District

Statements of Net Position (previously Balance Sheet) Legends per Categories

Other Assets:

Other Receivable:	Miscellaneous receivable such as credits and adjustments received.
Bond Issuance Cost:	Expenditures incurred in preparing and selling a bond issue such as legal, underwriting, registration fees, etc. These deferred charges are amortized over the period the bonds are outstanding (date of issue to the maturity date).

Liabilities and Equity

Current Liabilities:

Are debts, usually due within one year, and the payment of which normally will require the use of current assets.

Accounts Payable:

Are amounts owed by GBMSD to creditors for items or services purchased from them. Contains all vouchers that have been prepared and approved as proper liabilities such as accounts payable, retainage payable for projects and accounts payable accruals.

Salaries Payable:

Accrued salaries incurred and not yet paid.

Other Accrued Liabilities:

Amounts owed to employees for services rendered and for which payment has not been made at the balance sheet date such as fringe benefits payable, federal income tax payable, FICA payable, Medicare payable, life insurance, dependent care withholding, child support payment, United Way payable, and Wisconsin income tax payable.

Liabilities Payable for Restrictive Assets:

Accounts Payable:

Contains all vouchers that have been prepared and approved as proper liabilities for restrictive assets.

Current Maturity of Long Term Debt:

Interest Accrued:

Accrual and interest payment on debt services, Clean Water Fund loan, bond anticipation note, and Wisconsin environmental improvements.

NEW Water

Green Bay Metropolitan Sewerage District

Statements of Net Position (previously Balance Sheet) Legends per Categories

<u>Long-Term Liabilities:</u>	Are those debts not due for a relatively long period of time, usually more than one year.
General Long-Term Debt, Less Current Maturities:	Clean Water Fund loans, general obligation notes, bond issuance, bond anticipation notes, and promissory notes.
Compensated Absences:	Are compensation received by employees such as accrued vacation & sick pay, severance, and paid leave conversion. Accumulated unpaid vacation and sick paid amounts are accrued when benefits vested to employees.
Deferred Revenues:	Involves transfer of data already recorded in asset and liability accounts to expense and revenue accounts (Ex: De Pere consolidation).

Net Assets

Invested in Capital Assets, Net of Related Debt:	Capital Assets net of debt such as Clean Water Fund loans, general obligation note, bond issue, bond anticipation loan, promissory note, bond issuance costs, and discount on bond issue.
Restrictive for Equipment and Interceptor Replacement:	Plant and equipment replacement fund (PERF), interceptor cost recovery (ICR) investments, Rate Stabilization Fund and accrued interest received.
Restricted for Debt Retirement:	Restrictive debt investment, accrued interest received debt, and interest payable.
Restricted for Capital Projects:	Restrictive for capital project expenditures for the R2E2 Solids Project.
Unrestricted:	All other net assets that do not meet the definition of "restricted" or "invested in capital assets, net of related debt."

Memorandum

TO: Commission
Nathan Qualls

FROM: Patrick Wescott

DATE: November 18, 2025

SUBJECT: October 2025 Operations Report

CC: Jake Becken – Treatment
Pat Smits – Maintenance
Kate Verbeten – Environmental Compliance

Effluent Quality

Both facilities were in full compliance with all effluent limits for the month of October. The Green Bay Facility tied performance records for Ammonia for average daily concentration, average pounds discharged per day, and for total pounds discharged per month.

Attached are graphs showing a rolling 12-month average for effluent quality and permit limits for both facilities.

Air Quality

The Green Bay Facility was in compliance with air quality limits for the month of October.

Resource Recovery

For the month, the solids processing facility generated 1,437 MWH of electricity. A total of 207,934 CCF of biogas was recovered, representing nearly 95% of the total volume produced. The remaining volume was sent through the waste gas flare. NEW Water received 800,211 gallons of high strength waste.

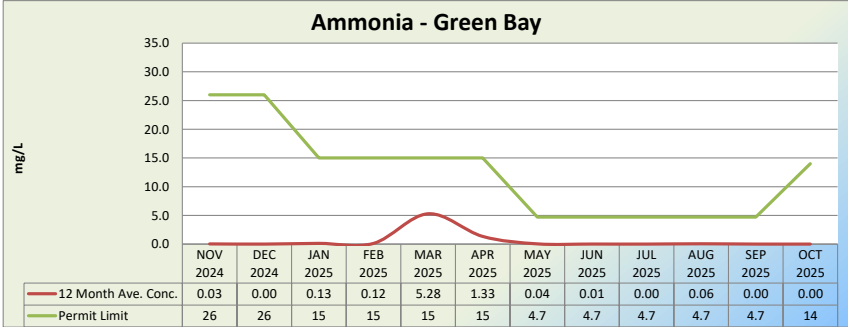
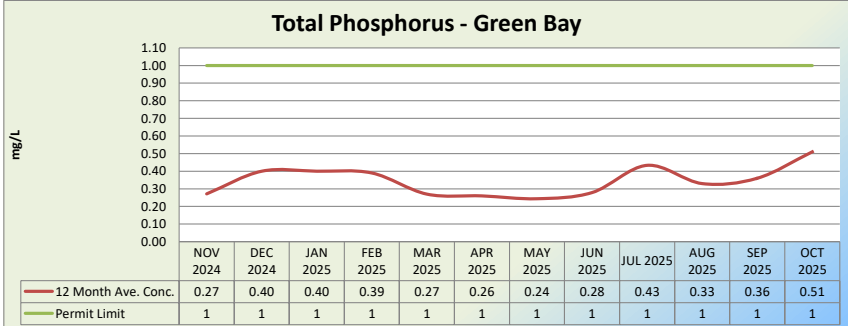
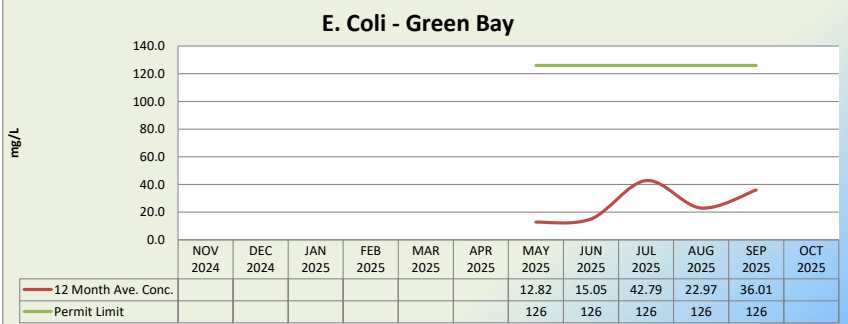
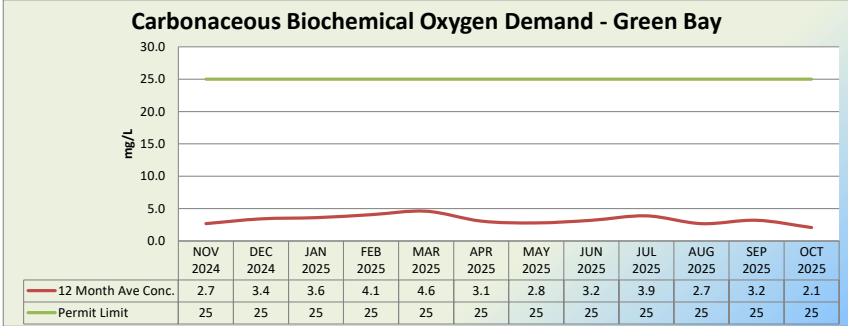
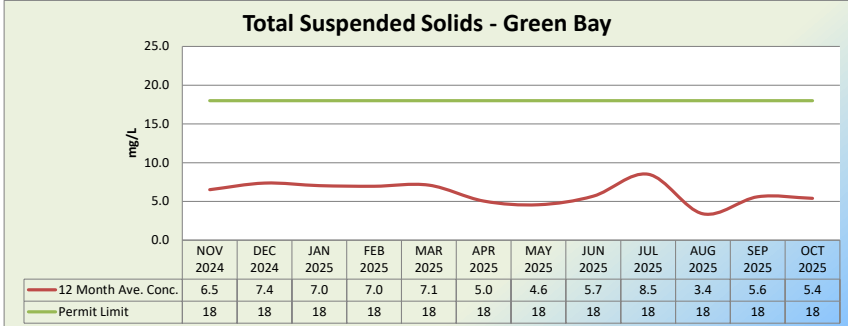
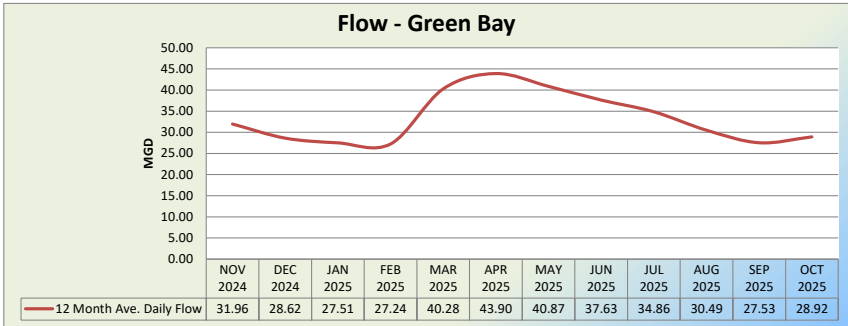
Attachments



EFFLUENT QUALITY - CURRENT YEAR 2025													May - October Avg = 0.6 mg/L				Ammonia Limits						
NEW Water (GBMSD) - GREEN BAY FACILITY													November - April Avg = 0.6 mg/L				Jan-Apr. Monthly Avg = 15 mg/L Weekly Avg = 59 mg/L May-Sept Monthly Avg = 4.7 mg/L Weekly Avg =13 mg/L October Monthly Avg =14 mg/L Weekly Avg = 38 mg/L Nov-Dec Monthly Avg. = 26 mg/L Weekly Avg =104 mg/L						
Permit Limits:			18 mg/L			N/A			25 mg/L			126#/ 100 ml		> 410#/100 ml 10%		1.0 mg/L 0.6 mg/L per Six Months							
	FLOW		TSS			T-BOD			C-BOD			E. Coli		T. PHOSPHORUS (LL)				AMMONIA			TKN		
MONTH	Million Gallons	MGD	Ave mg/L	Ave #/Day	Total #/Month	Ave mg/L	Ave #/Day	Total #/Month	Ave mg/L	Ave #/Day	Total #/Month	Monthly Geo Mean	% Exceedance	Ave mg/L	Ave #/Day	Ave mg/l 6 Months	Total #/Month	Ave mg/L	Ave #/Day	Total #/Month	Ave mg/L	Ave #/Day	Total #/Month
JAN	852.856	27.51	7.0	1,615	50,058	8.8	2,016	62,491	3.6	828	25,655			0.40	93		2,886	0.13	31	946	2.24	512	15,865
FEB	762.613	27.24	7.0	1,587	44,433	9.1	2,089	58,479	4.1	920	25,757			0.39	87		2,449	0.12	35	987	2.41	549	15,384
MAR	1,248.694	40.28	7.1	2,443	75,734	14.7	5,140	159,353	4.6	1,561	48,384			0.27	89		2,756	5.28	1,913	59,313	7.20	2,541	78,770
APR	1,317.017	43.90	5.0	1,877	56,319	8.7	3,344	100,329	3.1	1,151	34,526			0.26	95	0.33	2,857	1.33	574	17,229	3.26	1,305	39,145
MAY	1,267.107	40.87	4.6	1,600	49,588	5.6	1,945	60,288	2.8	992	29,765	12.82	0.00	0.24	82		2,533	0.04	16	452	1.56	531	16,448
JUN	1,128.833	37.63	5.7	1,786	53,579	6.0	1,907	57,209	3.2	1,004	30,132	15.05	0.00	0.28	88		2,627	0.01	3	79	1.61	506	15,188
JUL	1,080.737	34.86	8.5	2,489	77,149	7.2	2,113	65,493	3.9	1,207	35,015	42.79	0.00	0.43	128		3,956	0.00	0	0	2.10	608	18,853
AUG	945.130	30.49	3.4	887	27,500	4.6	1,188	36,823	2.7	742	21,530	22.97	0.00	0.33	84		2,602	0.06	15	446	1.93	489	15,170
SEP	825.967	27.53	5.6	1,282	38,467	5.5	1,274	38,207	3.2	734	22,032	36.01	0.00	0.36	82		2,460	0.00	0	0	2.09	479	14,375
OCT	896.531	28.92	5.4	1,298	40,237	6.6	1,601	49,641	2.1	500	15,496			0.51	120	0.36	3,707	0.00	0	0	2.10	505	15,655
NOV																							
DEC																							
Average	1,032.549	33.92	5.9	1,686	51,306	7.7	2,262	68,831	3.3	964	28,829			0.35	95		2,883	0.70	259	7,945	2.65	803	24,485
Total	10,325.486				513,065			688,314			288,293						28,834			79,453			244,854
All time record best(s) ->			2.0	425	13,187	2.0	336	10,267	0.2	52	1,556			0.11	27		803	0.00	0	0	0.67	170	5,125

The effluent quality was in compliance with all of the above permit parameters for October 2025

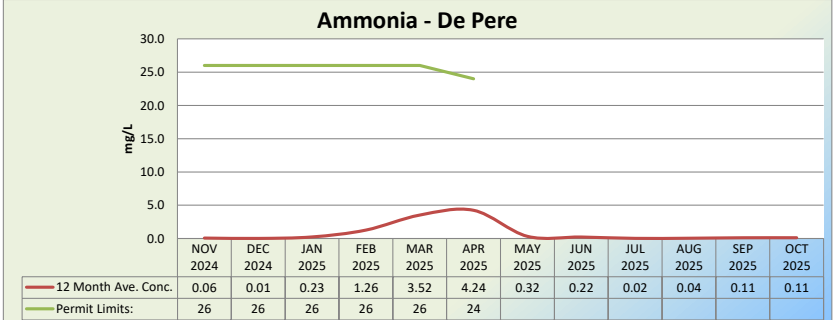
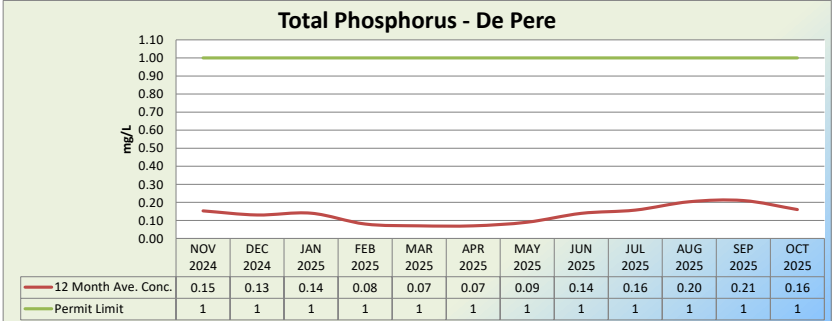
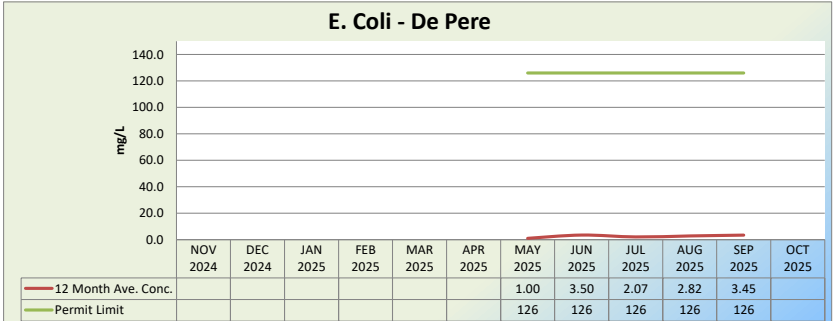
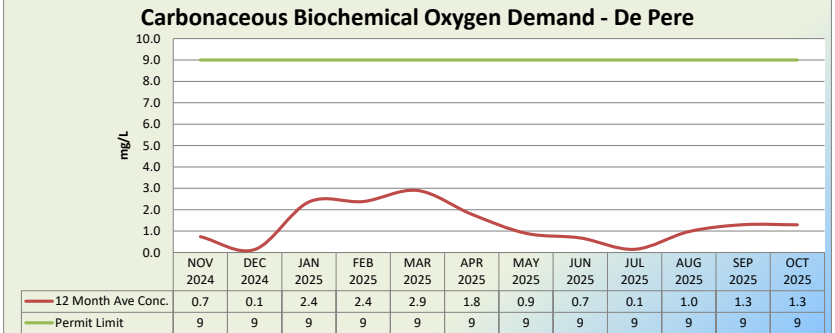
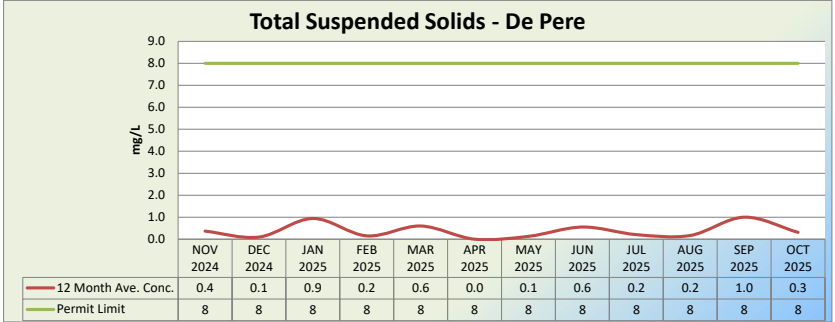
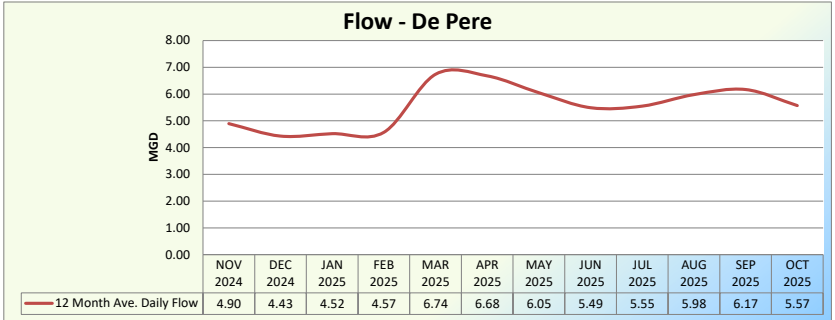
EFFLUENT QUALITY - CURRENT YEAR 2024														May - October Avg = 0.6 mg/L				Ammonia Limits					
NEW Water (GBMSD) - GREEN BAY FACILITY														November - April Avg = 0.6 mg/L				Jan-Apr. Monthly Avg = 15 mg/L Weekly Avg = 59 mg/L May-Sept Monthly Avg = 4.7 mg/L Weekly Avg =13 mg/L October Monthly Avg =14 mg/L Weekly Avg = 38 mg/L Nov-Dec Monthly Avg. = 26 mg/L Weekly Avg =104 mg/L					
Permit Limits:			18 mg/L			N/A			25 mg/L			126#/ 100 ml		> 410#/100 ml 10%		1.0 mg/L 0.6 mg/L per Six Months							
	FLOW		TSS			T-BOD			C-BOD			E. Coli		T. PHOSPHORUS				AMMONIA			TKN		
MONTH	Million Gallons	MGD	Ave mg/L	Ave #/Day	Total #/Month	Ave mg/L	Ave #/Day	Total #/Month	Ave mg/L	Ave #/Day	Total #/Month	Monthly Geo Mean	% Exceedance	Ave mg/L	Ave #/Day	Ave mg/l 6 Months	Total #/Month	Ave mg/L	Ave #/Day	Total #/Month	Ave mg/L	Ave #/Day	Total #/Month
JAN	1,006.230	32.46	5.8	1,569	48,645	12.3	3,349	103,832	2.7	766	23,761			0.30	81		2,509	3.59	1,000	30,992	5.09	1,403	43,482
FEB	995.762	34.34	4.9	1,402	40,666	13.6	3,923	113,772	2.8	806	23,376			0.19	52		1,519	4.90	1,453	42,148	6.26	1,842	53,431
MAR	1,056.543	34.08	5.1	1,451	44,994	9.2	2,632	81,581	2.7	760	23,546			0.25	74		2,283	0.05	16	509	1.71	485	15,050
APR	1,275.398	42.51	4.8	1,765	52,942	8.9	3,230	96,913	1.7	738	22,140			0.32	112	0.35	3,362	0.06	37	1,124	1.39	506	15,180
MAY	1,227.360	39.59	4.1	1,369	42,440	7.6	2,492	77,264	2.6	862	26,720	17.92	0.00	0.29	101		3,124	0.00	1	39	1.33	438	13,571
JUN	1,230.162	41.01	4.3	1,463	43,884	6.0	2,066	61,983	2.1	792	23,761	17.88	0.00	0.28	93		2,795	0.00	0	0	1.26	433	12,980
JUL	1,144.852	36.93	4.6	1,443	44,742	5.1	1,607	49,829	2.1	714	22,123	24.49	0.00	0.26	78		2,417	0.02	9	264	1.41	433	13,418
AUG	1,146.522	36.98	5.6	1,700	52,692	5.5	1,698	52,623	3.3	1,012	31,380	54.17	0.00	0.30	93		2,871	0.09	33	1,023	1.57	486	15,052
SEP	889.436	29.65	4.7	1,151	34,525	4.9	1,231	36,933	2.6	663	19,883	53.65	0.00	0.23	57		1,714	0.02	8	241	1.48	367	11,011
OCT	875.978	28.26	6.5	1,547	47,972	6.6	1,549	48,032	1.2	414	12,828			0.33	78	0.28	2,422	0.04	11	350	1.71	401	12,443
NOV	958.854	31.96	6.5	1,742	52,248	6.9	1,856	55,684	2.7	723	21,694			0.27	72		2,150	0.03	9	260	1.61	427	12,820
DEC	887.145	28.62	7.4	1,766	54,760	8.0	1,915	59,379	3.4	817	25,340			0.40	99		3,064	0.00	0	0	1.90	451	13,984
Average	1,057.854	34.70	5.4	1,531	46,709	7.9	2,296	69,819	2.5	756	23,046			0.29	83		2,519	0.74	215	6,412	2.23	639	19,368
Total	12,694.243				560,510			837,823			276,550						30,231			76,950			232,421
All time record best(s) ->			2.0	425	13,187	2.0	336	10,267	0.2	52	1,556			0.11	27		803	0.00	0	0	0.67	170	5,125



EFFLUENT QUALITY - CURRENT YEAR 2025 NEW WATER (GBMSD) - DE PERE FACILITY													May - October Avg. = 0.6 mg/L November - April Avg. = 0.6 mg/L				Ammonia Limits Jan-Mar. Monthly Avg = 26 mg/L. Daily Max = 26 mg/L April Monthly Avg = 24 mg/L. Daily Max = 26 mg/L May-Oct Monitor only Nov-Dec. Monthly Avg. = 26 mg/L. Daily Max = 26 mg/L						
Permit Limits:			8.0 mg/L			N/A			9.0 mg/L			126#/ 100 ml		> 410#/100 ml 10%		1.0 mg/L 0.6 mg/L per Six Months							
	FLOW		TSS			T-BOD			C-BOD			E. Coli		T. PHOSPHORUS (LL)				AMMONIA			TKN		
MONTH	Million Gallons	MGD	Ave mg/L	Ave #/Day	Total #/Month	Ave mg/L	Ave #/Day	Total #/Month	Ave mg/L	Ave #/Day	Total #/Month	Monthly Geo Mean	% Exceedance	Ave mg/L	Ave #/Day	Ave mg/l 6 Months	Total #/Month	Ave mg/L	Ave #/Day	Total #/Month	Ave mg/L	Ave #/Day	Total #/Month
JAN	140.008	4.52	0.9	37	1,116	2.8	106	3,285	2.4	90	2,797			0.14	5		162	0.23	8	251	1.88	70	2,173
FEB	127.960	4.57	0.2	6	164	3.4	131	3,669	2.4	91	2,556			0.08	3		87	1.26	53	1,480	3.01	119	3,334
MAR	209.073	6.74	0.6	40	1,248	5.2	303	9,390	2.9	168	5,196			0.07	4		119	3.52	219	6,781	5.02	301	9,322
APR	200.464	6.68	0.0	0	0	5.0	276	8,275	1.8	103	3,090			0.07	4	0.11	111	4.24	237	7,123	5.44	304	9,105
MAY	187.535	6.05	0.1	6	193	2.3	119	3,698	0.9	47	1,469	1.00	0.00	0.09	5		143	0.32	18	568	1.80	92	2,845
JUN	164.744	5.49	0.6	25	745	2.6	119	3,573	0.7	30	908	3.50	0.00	0.14	6		190	0.22	10	297	1.73	79	2,360
JUL	171.948	5.55	0.2	9	277	0.9	44	1,312	0.1	7	221	2.07	0.00	0.16	7		226	0.02	1	26	1.56	72	2,230
AUG	185.432	5.98	0.2	8	246	1.9	99	3,068	1.0	53	1,642	2.82	0.00	0.20	10		311	0.04	2	61	1.99	101	3,117
SEP	185.139	6.17	1.0	46	1,388	2.4	124	3,732	1.3	65	1,948	3.45	3.33	0.21	11		323	0.11	5	157	1.79	90	2,708
OCT	172.702	5.57	0.3	11	330	2.8	127	3,941	1.3	59	1,817			0.16	7	0.16	226	0.11	5	165	1.72	80	2,471
NOV																							
DEC																							
Average	174.500	5.73	0.4	19	571	2.9	145	4,394	1.5	71	2,164			0.13	6		190	1.01	56	1,691	2.59	131	3,967
Total	1,745.005				5,707			43,943			21,644						1,899			16,909			39,665
All time record best(s) ->			0.0	0	0	0.0	0	0	0.0	0	0			0.05	2		75	0.00	0	0	0.85	50	1,495

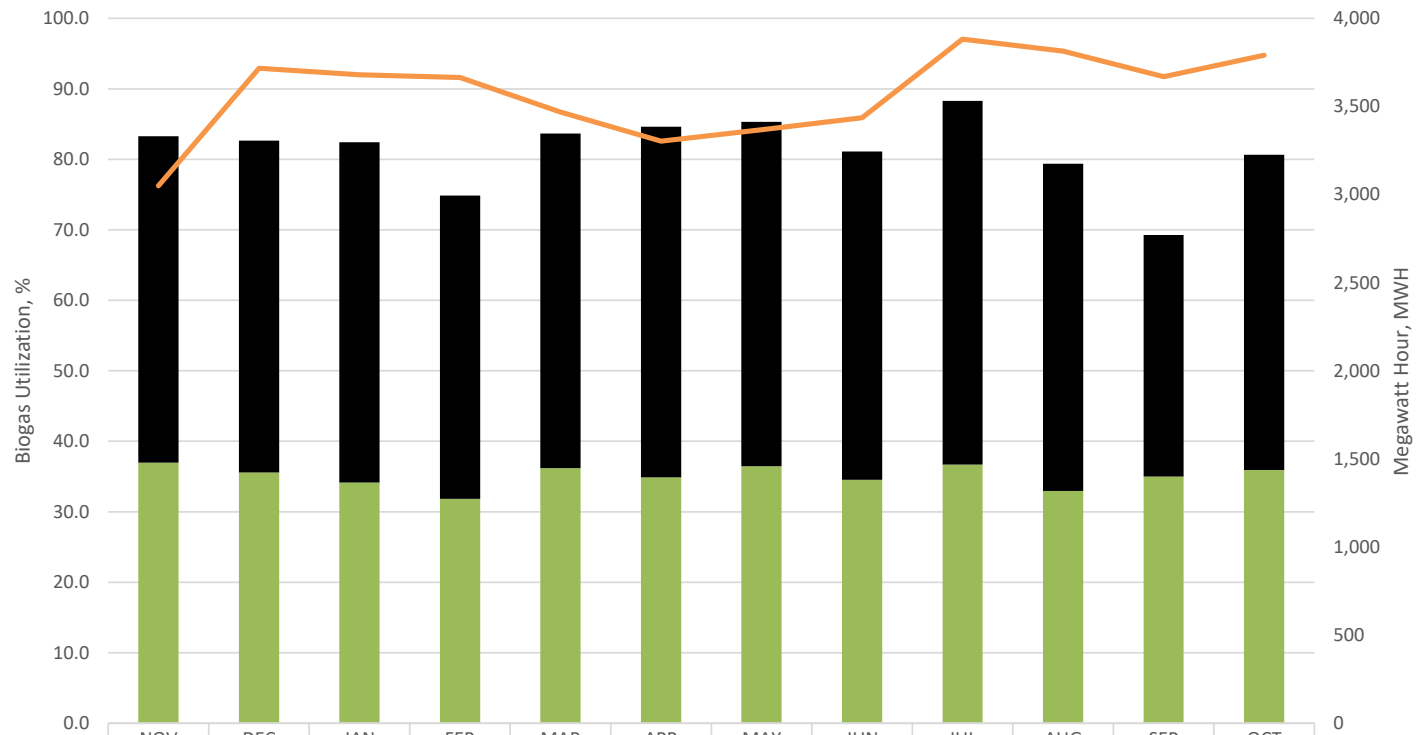
The effluent quality was in compliance with all of the above permit parameters for October 2025

EFFLUENT QUALITY - CURRENT YEAR 2024 NEW WATER (GBMSD) - DE PERE FACILITY													May - October Avg. = 0.6 mg/L November - April Avg. = 0.6 mg/L				Ammonia Limits Jan-Mar. Monthly Avg = 26 mg/L Daily Max = 26 mg/L April Monthly Avg = 24 mg/L Daily Max = 26 mg/L May-Oct Monitor only Nov-Dec. Monthly Avg. = 26 mg/L Daily Max = 26 mg/L						
Permit Limits:			8.0 mg/L			N/A			9.0 mg/L			126#/ 100 ml		> 410#/100 ml 10%		1.0 mg/L 0.6 mg/L per Six Months							
	FLOW		TSS			T-BOD			C-BOD			E. Coli		T. PHOSPHORUS (LL)				AMMONIA			TKN		
MONTH	Million Gallons	MGD	Ave mg/L	Ave #/Day	Total #/Month	Ave mg/L	Ave #/Day	Total #/Month	Ave mg/L	Ave #/Day	Total #/Month	Monthly Geo Mean	% Exceedance	Ave mg/L	Ave #/Day	Ave mg/l 6 Months	Total #/Month	Ave mg/L	Ave #/Day	Total #/Month	Ave mg/L	Ave #/Day	Total #/Month
JAN	147.036	4.74	0.0	0	0	0.9	36	1,110	0.3	11	347			0.11	4		132	0.16	6	200	1.50	59	1,844
FEB	142.159	4.90	0.1	7	194	1.6	66	1,924	0.3	14	396			0.11	4		126	0.20	8	243	1.56	64	1,845
MAR	138.148	4.46	0.1	5	152	1.4	54	1,675	0.1	2	67			0.14	5		158	0.07	2	77	1.44	53	1,642
APR	181.146	6.04	0.1	12	366	1.3	78	2,334	0.6	48	1,434			0.13	7	0.12	205	0.10	5	149	1.30	65	1,937
MAY	187.282	6.04	4.3	409	12,677	0.5	41	1,268	0.5	40	1,232	1.18	0.00	0.11	6		196	0.03	1	43	1.41	83	2,572
JUN	156.862	5.23	0.5	22	654	0.5	27	821	0.4	23	689	3.07	0.00	0.08	4		108	0.02	1	25	1.21	52	1,563
JUL	165.395	5.34	0.1	3	84	0.5	24	751	0.4	16	503	1.50	0.00	0.12	5		167	0.06	3	87	1.51	67	2,081
AUG	163.713	5.28	0.8	34	1,054	2.2	99	3,060	0.7	29	893	12.59	0.00	0.20	9		270	0.17	7	230	1.61	72	2,217
SEP	136.211	4.54	0.1	3	83	0.6	21	644	0.1	6	167	14.63	0.00	0.15	6		173	0.06	2	63	1.32	50	1,495
OCT	135.589	4.37	0.6	23	713	1.4	52	1,602	0.2	7	232			0.14	5	0.13	159	0.06	2	66	1.45	53	1,645
NOV	146.871	4.90	0.4	17	499	1.6	67	2,023	0.7	31	938			0.15	6		186	0.06	3	83	1.39	56	1,693
DEC	137.353	4.43	0.1	4.0	112	1.4	53	1,637	0.1	5	152			0.13	5		145	0.01	0	13	1.45	53	1,657
Average	153.147	5.02	0.6	45	1,382	1.2	52	1,571	0.4	19	588			0.13	6		169	0.08	3	107	1.43	61	1,849
Total	1,837.763				16,587			18,849			7,051						2,025			1,279			22,190
All time record best(s) ->			0.0	0	0	0.0	0	0	0.0	0	0			0.05	2		75	0.00	0	0	0.85	50	1,495



R2E2 ENERGY REPORT GREEN BAY 2025																						
NEW Water (GBMSD) - GREEN BAY FACILITY																						
	Bio-gas Generated					Electricity Used					Natural Gas Used											
	Generators			Flare		Purchased			Generated		Total (CCF)	Incineration		Heating Boiler		Thermal Oil Boiler		Co-Generation Units				
	Total	Total	% of	Total	% of	Total	Total	% of	Total	% of		Total	% of	Total	% of	Total	% of					
	(CCF)	(CCF)	Total	(CCF)	Total	(MWH)	(MWH)	Total	(MWH)	(MWH)		(CCF)	(CCF)	Total	(CCF)	(CCF)	(CCF)	(CCF)				
January	205,576	189,076	92.0	16,500	8.0	3,296	1,930	58.6	1,366	41.4	147,129	21,310	14.5	121,109	82.3	5	0.0	4,706	3.2			
February	182,942	167,591	91.6	15,351	8.4	2,995	1,722	57.5	1,273	42.5	145,404	21,040	14.5	116,252	80.0	1,437	1.0	6,675	4.6			
March	231,411	200,729	86.7	30,682	13.3	3,347	1,899	56.7	1,448	43.3	118,456	19,640	16.6	90,924	76.8	0	0.0	7,892	6.7			
April	226,189	186,757	82.6	39,432	17.4	3,384	1,990	58.8	1,395	41.2	89,731	22,540	25.1	60,801	67.8	0	0.0	6,391	7.1			
May	243,120	204,657	84.2	38,463	15.8	3,413	1,955	57.3	1,459	42.7	60,535	25,162	41.6	31,748	52.4	0	0.0	3,625	6.0			
June	217,297	186,674	85.9	30,623	14.1	3,245	1,864	57.4	1,381	42.6	33,680	23,608	70.1	977	2.9	246	0.7	8,849	26.3			
July	176,545	171,329	97.0	5,216	3.0	3,532	2,063	58.4	1,469	41.6	48,730	23,425	48.1	0	0.0	0	0.0	25,305	51.9			
August	177,498	169,239	95.3	8,259	4.7	3,176	1,858	58.5	1,318	41.5	47,792	17,782	37.2	0	0.0	180	0.4	29,830	62.4			
September	192,466	176,511	91.7	15,955	8.3	2,771	1,371	49.5	1,400	50.5	27,922	8,485	30.4	0	0.0	76	0.3	19,361	69.3			
October	219,393	207,934	94.8	11,459	5.2	3,226	1,789	55.4	1,437	44.6	73,287	27,798	37.9	35,571	48.5	0	0.0	9,918	13.5			
November																						
December																						
	Co-Generation Unit #3 (P-21)										Co-Generation Unit #4 (P-22)										High Strength Waste Received	Struvite Harvested
	Monthly Run Time (hours)	Total Energy Generated (MWH)	Gas Consumption					Monthly Run Time (hours)	Total Energy Generated (MWH)	Gas Consumption												
			Bio-gas		Natural Gas					Bio-gas		Natural Gas										
			Total	Total	% of	Total	% of			Total	Total	% of	Total	% of								
			(CCF)	(CCF)	Total	(CCF)	Total			(CCF)	(CCF)	Total	(CCF)	(CCF)	% of	Total	(CCF)	(CCF)	Total	(gals)	Total	(lbs.)
January	582	1,107	159,319	155,523	97.6	3,796	2.4	136	259	34,462	33,553	97.4	909	2.6	811,838	0						
February	324	630	87,848	82,369	93.8	5,479	6.2	340	644	86,419	85,222	98.6	1,197	1.4	731,616	0						
March	734	1,429	206,127	198,499	96.3	7,629	3.7	10	19	2,493	2,230	89.5	263	10.5	976,123	0						
April	284	551	76,035	71,913	94.6	4,122	5.4	433	843	117,113	114,844	98.1	2,269	1.9	1,143,339	0						
May	178	345	47,998	46,742	97.4	1,256	2.6	571	1,113	160,284	157,915	98.5	2,369	1.5	1,111,240	0						
June	292	573	77,317	73,007	94.4	4,310	5.6	416	808	118,206	113,667	96.2	4,539	3.8	689,151	0						
July	246	476	63,215	53,637	84.8	9,578	15.2	510	993	133,419	117,692	88.2	15,727	11.8	637,354	0						
August	688	134	182,121	153,642	84.4	28,479	15.6	61	1,184	16,948	15,597	92.0	1,351	8.0	629,323	0						
September	717	1,396	195,287	176,068	90.2	19,218	9.8	2	4	586	443	75.6	143	24.4	656,955	0						
October	8	2	2,282	1,842	80.7	440	19.3	737	1,436	215,570	206,092	95.6	9,478	4.4	800,211	0						
November															0	0						
December															0	0						
R2E2 ENERGY REPORT GREEN BAY 2024																						
NEW Water (GBMSD) - GREEN BAY FACILITY																						
	Bio-gas Generated					Electricity Used					Natural Gas Used											
	Generators			Flare		Purchased			Generated		Total (CCF)	Incineration		Heating Boiler		Thermal Oil Boiler		Co-Generation Units				
	Total	Total	% of	Total	% of	Total	Total	% of	Total	% of		Total	% of	Total	% of	Total	% of					
	(CCF)	(CCF)	Total	(CCF)	Total	(MWH)	(MWH)	Total	(MWH)	(MWH)		(CCF)	(CCF)	Total	(CCF)	(CCF)	(CCF)	(CCF)				
January	160,402	159,579	99.5	823	0.5	3,248	1,882	57.9	1,366	42.1	149,709	19,681	13.1	105,256	70.3	0	0.0	24,772	16.5			
February	179,377	161,946	90.3	17,431	9.7	3,117	1,758	56.4	1,359	43.6	122,088	22,363	18.3	81,328	66.6	2	0.0	18,395	15.1			
March	179,769	143,903	80.0	35,866	20.0	3,295	1,847	56.0	1,448	44.0	136,800	19,226	14.1	75,151	54.9	0	0.0	42,423	31.0			
April	182,602	172,632	94.5	9,970	5.5	3,312	1,916	57.9	1,395	42.1	86,018	22,283	25.9	51,018	59.3	0	0.0	12,717	14.8			
May	176,702	175,401	99.3	1,301	0.7	3,322	1,909	57.5	1,413	42.5	59,632	19,891	33.4	19,403	32.5	0	0.0	20,338	34.1			
June	139,866	139,866	100.0	0	0.0	3,448	1,996	57.9	1,452	42.1	69,944	18,355	26.2	797	1.1	0	0.0	50,792	72.6			
July	143,516	143,516	100.0	0	0.0	3,375	1,916	56.8	1,459	43.2	57,942	16,234	28.0	85	0.1	0	0.0	41,622	71.8			
August	174,735	124,199	71.1	50,536	28.9	3,339	1,981	59.3	1,358	40.7	71,915	20,003	27.8	0	0.0	0	0.0	51,912	72.2			
September	185,208	168,933	91.2	16,275	8.8	2,934	1,491	50.8	1,443	49.2	53,855	11,330	21.0	136	0.3	10	0.0	42,379	78.7			
October	182,672	180,186	98.6	2,487	1.4	3,266	1,843	56.4	1,423	43.6	61,599	30,290	49.2	15,075	24.5	0	0.0	16,234	26.4			
November	210,105	160,194	76.2	49,911	23.8	3,331	1,852	55.6	1,479	44.4	119,249	23,280	19.5	66,326	55.6	3	0.0	29,641	24.9			
December	215,982	200,699	92.9	15,283	7.1	3,306	1,883	56.9	1,423	43.1	138,839	24,910	17.9	108,364	78.0	0	0.0	5,565	4.0			
	Co-Generation Unit #3 (P-21)										Co-Generation Unit #4 (P-22)										High Strength Waste Received	Struvite Harvested
	Monthly Run Time (hours)	Total Energy Generated (MWH)	Gas Consumption					Monthly Run Time (hours)	Total Energy Generated (MWH)	Gas Consumption												
			Bio-gas		Natural Gas					Bio-gas		Natural Gas										
			Total	Total	% of	Total	% of			Total	Total	% of	Total	% of								
			(CCF)	(CCF)		(CCF)				(CCF)	(CCF)		(CCF)	(CCF)	% of	Total	(CCF)	(CCF)	Total	(gals)	Total	(lbs.)
January	326	635	82,089	74,517	90.8	7,572	9.2	374	731	102,262	85,062	83.2	17,201	16.8	448,135	0						
February	607	1,181	156,011	145,012	92.9	10,999	7.1	91	178	24,330	16,934	69.6	7,396	30.4	486,344	0						
March	3	5	647	342	52.9	305	47.1	745	1,443	185,679	143,562	77.3	42,118	22.7	351,903	0						
April	0	0	0	0	0	0	0	716	1,395	185,349	172,632	93.1	12,717	6.9	465,010	0						
May	337	653	96,561	86,596	89.7	9,965	10.3	411	760	99,178	88,804	89.5	10,373	10.5	395,120	0						
June	307	598	83,340	57,615	69.1	25,724	30.9	426	854	107,319	82,251	76.6	25,068	23.4	333,651	0						
July	0	0	0	0	0.0	0	0.0	749	1,459	185,138	143,516	77.5	41,622	22.5	384,958	0						
August	413	797	116,579	97,541	83.7	19,038	16.3	288	561	59,532	26,658	44.8	32,874	55.2	335,016	0						
September	748	1,443	211,312	168,933	79.9	42,379	20.1	0	0	0	0	0.0	0	0.0	408,193	0						
October	313	469	72,438	64,897	89.6	7,541	10.4	496	954	123,981	115,289	93.0	8,692	7.0	764,874	0						
November	78	131	20,509	19,709	96.1	800	3.9	693	1,349	169,326	140,485	83.0	28,841	17.0	851,923	0						
December	334	650	100,412	95,901	95.5	4,511	4.5	397	773	105,852	104,797	99.0	1,055	1.0	728,985	0						

GBF Energy Utilization - R2E2



Purchased Electricity, MWH	1,852	1,883	1,930	1,722	1,899	1,990	1,955	1,864	2,063	1,858	1,371	1,789
Generated Electricity, MWH	1,479	1,423	1,366	1,273	1,448	1,395	1,459	1,381	1,469	1,318	1,400	1,437
Biogas Utilized, %	76.2	92.9	92.0	91.6	86.7	82.6	84.2	85.9	97.0	95.3	91.7	94.8

Memorandum

TO: Commissioners

FROM: Nate Qualls

DATE: December 3, 2025

SUBJECT: October Commission Meeting – Executive Director’s Report

- a) **January Commission Meeting.** The January Commission meeting will be held on Wednesday, January 28, 2026, beginning at 8:30 a.m. This meeting will be a hybrid meeting, held in person and via Zoom videoconference.
- b) **December Commission Meeting.** There will be a Commission meeting held on December 4, 2025, at 11:00 a.m., held in person for the Compensation Review of the Executive Director.
- c) **Nominating Commission President and Secretary for Election at the January 2025 Meeting.** An item on the agenda for the January 28, 2026, Commission meeting will be the election of NEW Water Commission officers for 2026. Please consider nominations for President and Secretary to take effect on January 28, 2026. Please forward any nominations to me before the meeting, or make a nomination for either officer position at the meeting. Please don't hesitate to contact me with any questions.
- d) **Disclosure of related Party Transactions.** Attached is a copy of the Disclosure of Related Party Transactions form that each Commissioner is required to sign annually. Electronic signatures can be used.
- e) **Americans with Disabilities Act (ADA) Compliance Update.** In preparation for upcoming (ADA) regulations focused on accessibility of websites and mobile applications, which take effect in 2027, NEW Water is proactively evaluating public-facing digital content. NEW Water is currently taking a phased approach to enhance accessibility and achieve compliance; as part of this effort, our branded font will be changed from “Arial Narrow” to “Arial.” The new font will be used in the January 2026 Commission packet. [Learn more about ADA here \(ada.gov\)](https://www.ada.gov).
- f) **Pretreatment Program Audit.** On September 19, 2023, The Wisconsin Department of Natural Resources (WDNR) conducted a compliance audit of the NEW Water Industrial Wastewater Pretreatment Program to evaluate compliance with Title 40 Code of Federal Regulations Part 403 – General Pretreatment Regulations for Existing and New Sources of Pollution and Wisconsin Administrative Code Chapter NR211 – General Pretreatment Requirements. Findings and Recommendations from this audit were provided to NEW Water on October 31, 2025. Staff is working with the WDNR to clarify and address any required program changes. NEW Water is required to submit a written response to the WDNR on or before December 3, 2025.



- g) **Promoting Water & Careers.** On November 5, NEW Water partnered with the Green Bay Water Utility once again for the annual Find Your Inspiration event. This year's event was hosted by the Greater Green Bay Chamber of Commerce and presented by Northeast Wisconsin Technical College. The event is aimed to connect area 8th graders – which is considered a pivotal time to learn about careers – with area employers to explore interests and career paths. This year, more than 3,600 students from 24 area schools participated. See enclosed photo (credit to WLUK / Savannah Wood).



- h) **Project Demonstration.** On November 4 and 10, NEW Water hosted demonstrations of construction technologies being used in the Downtown Interceptors Renewal Project. NEW Water municipal partners, as well as representatives from the Wisconsin Department of Natural Resources attended these demonstrations, led by NEW Water contractors (see enclosed photo below). The demonstrations were well received by attendees, who expressed appreciation for the opportunity to see these technologies being used at this scale. Learn more about the project here: www.newwater.us/downtown.



- i) **FVTC Board Appointment.** NEW Water Treatment Lead Aaron Eichhorst has joined the Fox Valley Technical College's (FVTC) Natural Resources Department Advisory Committee Board. The Committee provides counsel and recommendations on academic programs for the Department and facilitates cooperation and better understanding of technical education in business, industry, home, and schools. The Committee gleans insight from industry representatives by allowing more industry-driven discussions within the Department. Eichhorst's appointment further strengthens NEW Water's relationship with FVTC, enhances education about wastewater, and promotes careers in wastewater.
- j) **Brown County Household Hazardous Waste Information Update.**

During the August 27, 2025, Commission meeting, at which Brown County Port & Resource Recovery staff provided an update, the Commission requested additional information on mercury collection efforts conducted by other entities across the state. The following table summarizes annual mercury collection totals reported by participating Wisconsin counties over the past five years. The data illustrate continued community engagement and the effectiveness of mercury collection initiatives across the state. While year-to-year variability reflects event scheduling and local participation, overall recovery remains strong—particularly in Dane, Brown, and Milwaukee Counties—demonstrating ongoing commitment to reducing mercury sources in the environment through collaborative partnerships.

Annual Mercury Collection (in pounds)

County	2024	2023	2022	2021	2020	5-Year Total	Avg/Year
Brown	105	160	98	236	332	931	186
Dane	311	214	110	385	208	1,228	246
La Crosse	73	15	38	80	36	242	48
Marathon	97	0	0	83	—	180	36
Milwaukee	126	217	99	188	228	858	172
Portage	11	27	16	29	14	97	19

- k) **Promotion of Bob Brown from Staff Engineer to Engineering Manager.** Congratulations to Bob Brown who was promoted to Engineering Services Manager on November 9, 2025. Bob joined NEW Water in 2012 as a Staff Engineer. During his time here, Bob has been integral part of numerous projects, consistently demonstrating his expertise and commitment to NEW Water's success. We are excited to see Bob's progress to this new role and look forward to his continued contributions.
- l) **Promotion of Riley Taube from Operator II to Operator III.** Congratulations to Riley Taube on his promotion from Operator II to Operator III, effective November 23, 2025. Since joining NEW Water on June 24, 2024, Riley has successfully completed all required training at both the GBF and DPF and has earned his DNR Wastewater License and Incinerator Operator Certification. He has gained valuable control room and incinerator experience and supported February 2025 stack testing. Riley's

strong work ethic, flexibility, and positive attitude make him a dependable and trusted team member. Congratulations to Riley on this promotion.

DISCLOSURE OF RELATED PARTY TRANSACTIONS

I represent to the Green Bay Metropolitan Sewerage District ("GBMSD") that during the 2025 calendar year that I have not:

(i) used my position as an employee of GBMSD to obtain financial gain or anything of substantial value for my benefit, that of my immediate family¹ or for an organization with which I am associated;

(ii) taken any official action as an employee of GBMSD in any matter in which I, or a member of my immediate family, or an organization in which I am associated with, has a substantial financial interest; and

(iii) used my position as an employee of GBMSD in a way that produced or assisted in the production of a substantial benefit, direct or indirect, for myself, a member of my immediate family, or any organization in which I am associated.

The following are exceptions to any of the above statements:

Dated this _____ day of _____, 2025.

By: _____

¹ For purposes of this Disclosure Statement, "immediate family" means (a) an individual's spouse, and (b) an individual's relative by marriage, lineal descent or adoption who receives, directly or indirectly, more than one-half of his or her support from the individual or from whom the individual receives, directly or indirectly, more than one-half of his or her support.