

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

May 28, 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) Approval of minutes of the Commission meeting held April 23, 2025. (N. Qualls)
- 3) Introduce New Employee:
 a) Max McGuire (L. Sarau)
- 4) 2024 Financial Audit. (C. Mueller)
 [Click Here: Memo](#)
 [Click Here: Presentations](#)
 [Click Here: Attachment](#)
 [Click Here: Attachment](#)
 [Click Here: Attachment](#)
- 5) Reserve balance update and Transfer. (B. Clausen)
 [Click Here: Memo](#)
 [Click Here: Attachment](#)
- 6) Request Commission approval of resolutions for the acceptance of the 2024 Compliance Maintenance Annual Reports for the Green Bay and De Pere Facilities. (K. Verbeten)
 [Click Here: Memo](#)
 [Click Here: Attachment](#)
 [Click Here: Resolution](#)
 [Click Here: Attachment](#)
 [Click Here: Resolution](#)
- 7) Request Commission approval to execute the Federal Requirements Compliance Certification for the De Pere Facility Pumping and Headworks Project Phase I. (T. Biese)
 [Click Here: Memo](#)
 [Click Here: Certification](#)
 [Click Here: Attachment](#)

- 8) Request Commission approval to award the De Pere Facility Pumping and Headworks Project to Miron Construction Company for a total amount of \$22,149,586. (T. Biese)
[Click Here: Memo](#)
[Click Here: Attachment](#)
- 9) Request Commission approval to enter into an agreement with Strand Associates to provide engineering services during construction for the De Pere Facility Pumping and Headworks Project for a total amount of \$2,568,940. (T. Biese)
[Click Here: Memo](#)
[Click Here: Attachment](#)
- 10) Request Commission approval to enter into an agreement with Strand Associates to provide engineering services during the Green Bay Facility, Miscellaneous Pumping and High Strength Waste Improvements for a total amount of \$823,700. (T. Biese)
[Click Here: Memo](#)
[Click Here: Attachment](#)
- 11) Request Commission approval to authorize the Executive Director to enter into a multi-year subscription agreement with Aquasight, LLC for services related to the collection system intelligence application and implementation in the amount of \$222,640. (G. Ashauer)
[Click Here: Memo](#)
[Click Here: Attachment](#)
[Click Here: Attachment](#)
- 12) Convene in closed session under State Statute 19.85(1)(c) for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body as jurisdiction or exercise responsibility, under State Statute 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) Consultation with auditors regarding employee evaluation
 - b) Potential litigation resulting from environmental testing by significant industrial user.
 - c) Potential transfer of certain interceptor segments pursuant to Section 5.05 of the Sewer Use Ordinance to a municipality.
- 13) Reconvene in open session.
- 14) April 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) April 2025 Operations Report.

(P. Wescott)

[Click Here: Memo](#)

[Click Here: Effluent Report – Green Bay Facility](#)

[Click Here: Graph of Effluent Report – Green Bay Facility](#)

[Click Here: Effluent Report – De Pere Facility](#)

[Click Here: Graph of Effluent Report – De Pere Facility](#)

[Click Here: R2E2 Energy Report](#)

[Click Here: R2E2 Energy Graph](#)

16) Executive Director's report:

(N. Qualls)

[Click Here: Memo](#)

a) June Commission Meeting.

b) Dalton Aderholdt promoted from Maintenance Mechanic Journeyman to Maintenance Mechanical Team Leader.

c) Ryan Gardner promoted from Maintenance Mechanic Apprentice to Maintenance Mechanic Journeyman.

d) National Funding for Clean Water.

e) Elected Officials & Municipal Visits NEW Water.

f) NACWA Summer Conference.

[Click Here: Memo](#)

g) NACWA Peak Performance Award.

h) NEW Water hosts the Municipal Environmental Group.

i) Celebrating our Employees & Wastewater Industry.

Memorandum

TO: Commission
Nathan Qualls

FROM: Courtney Mueller

DATE: May 19, 2025

SUBJECT: 2024 Audit Presentation

Background

Annually an audit of NEW Water's financial statements is completed. A presentation will be given on the results of the 2024 audit, completed by CliftonLarsonAllen LLP (CLA).

Recommendation

This Commission item is informational only.

Commission Action

No Commission action is required.

Attachments





We'll get you there.

CPAs | CONSULTANTS | WEALTH ADVISORS

Green Bay Metropolitan Sewerage District

Executive Audit Summary (EAS)

December 31, 2024



The information herein has been provided by CliftonLarsonAllen LLP for general information purposes only. The presentation and related materials, if any, do not implicate any client, advisory, fiduciary, or professional relationship between you and CliftonLarsonAllen LLP and neither CliftonLarsonAllen LLP nor any other person or entity is, in connection with the presentation and/or materials, engaged in rendering auditing, accounting, tax, legal, medical, investment, advisory, consulting, or any other professional service or advice. Neither the presentation nor the materials, if any, should be considered a substitute for your independent investigation and your sound technical business judgment. You or your entity, if applicable, should consult with a professional advisor familiar with your particular factual situation for advice or service concerning any specific matters.

CliftonLarsonAllen LLP is not licensed to practice law, nor does it practice law. The presentation and materials, if any, are for general guidance purposes and not a substitute for compliance obligations. The presentation and/or materials may not be applicable to, or suitable for, your specific circumstances or needs, and may require consultation with counsel, consultants, or advisors if any action is to be contemplated. You should contact your CliftonLarsonAllen LLP or other professional prior to taking any action based upon the information in the presentation or materials provided. CliftonLarsonAllen LLP assumes no obligation to inform you of any changes in laws or other factors that could affect the information contained herein.

Introductions



Amber Drewieske, CPA



- Principal with over 15 years of state and local government experience
- Audits, compilations, reviews, budget assistance, rate studies, consulting
- UW-Whitewater Grad
- Hobbies: Golfing, Boating, Coaching Basketball, All Sports



Hayle Lepak, CPA

- Director with over 8 years of state and local government experience
- Audits, compilations, reviews, budget assistance, rate studies, consulting
- St. Norbert Grad
- Hobbies: Keeping track of my 3 young boys



Required Communications & Summary of Audit Results



Required Communications



Our Responsibility under Generally Accepted Auditing Standards and *Government Auditing Standards*

Primary responsibility is to provide our opinion on the fairness of presentation of the financial statements

Reviewed internal accounting control

Risk based audit approach

Based on internal controls, determined scopes and tests of transactions

Expressed opinions based on tests



Planned Scope and Timing of the Audit

Communicated prior and during the audit preliminary work and fieldwork



Significant Accounting Policies

Outlined in Note 1 to the financial statements

GASB No. 101 was evaluated

Unusual transactions- none noted

Required Communications (Continued)



Management Judgments and Accounting Estimates – Reasonable/Supported

Useful lives of capital assets
Wisconsin Retirement System Pension Liability
Other Postemployment Benefits Liability
Accumulated sick leave
Fair value of investments



Disclosures are Adequate, Clear and Complete



Other Information in Documents Containing Audited Financial Statements

Required Supplementary Information - We made inquiries and evaluated the comparability – No opinion
Supplementary Information – We made inquiries and evaluated the content - Opinion



Disagreements with Management

There have been no disagreements with management about matters that could be significant to the financial statements

Required Communications (Continued)



Management Representations

We have requested certain representations from management included in the management representation letter



Consultations with Other Accountants

There were no consultations with other independent accountants



Major Issues Discussed With Management Prior to Retention

No issues



Difficulties Encountered in Performing the Audit (None)

Management was most cooperative and helpful
Personnel and records were available

Required Communications (Continued)



Corrected Misstatements

Material audit adjustments were made to record GASB 68 and 75 related entries as part of our nonaudit services, no finding



Uncorrected Misstatements

None

Summary of Audit Results



Financial Statements

Unmodified (“clean”) opinion



Internal Control Over Financial Reporting under *Government Auditing Standards*

No findings noted



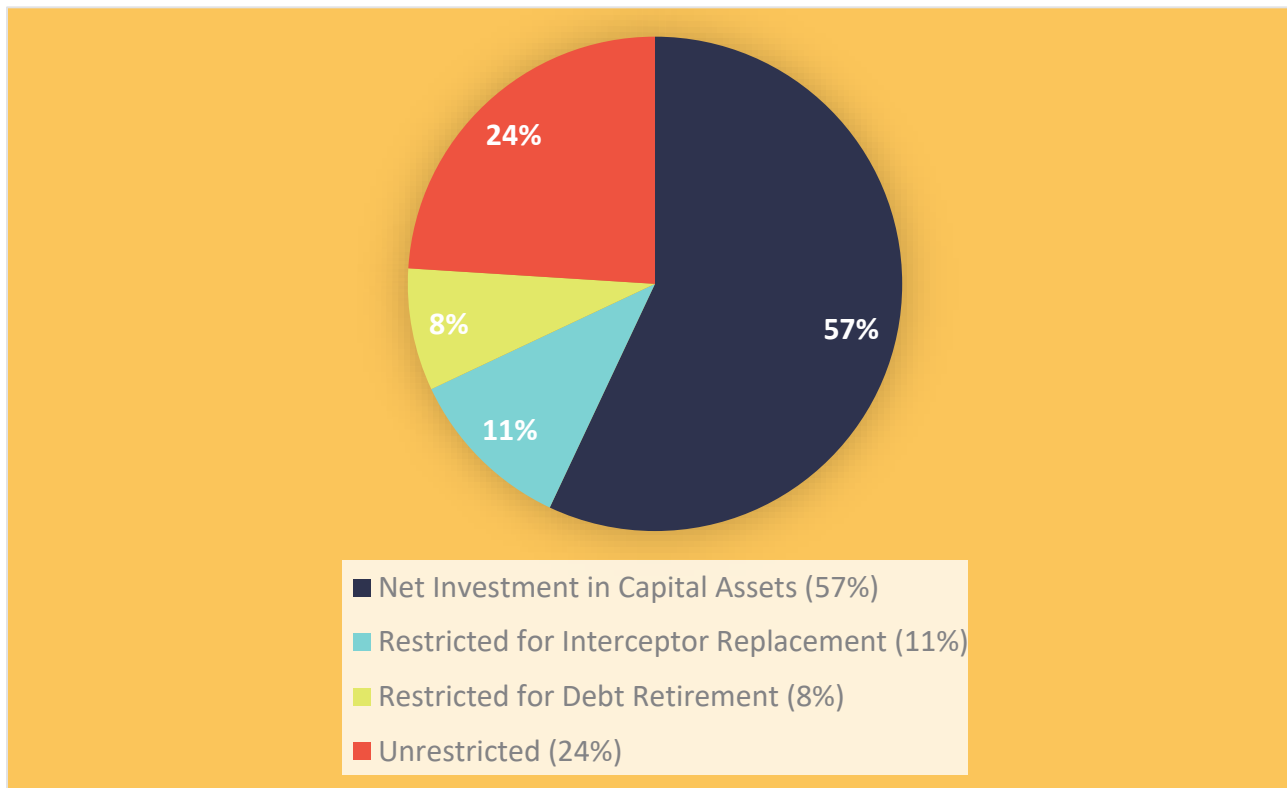
Compliance Reporting Over Financial Reporting under *Government Auditing Standards*

No issues noted

Financial Statements



Net Position Composition



Restricted Assets

Restricted assets on December 31, 2024 totaled \$51,520,834 held for the following purposes:

	Equipment and Interceptor Replacement	Debt Retirement	Total
Cash, Cash Equivalents, and Investments	\$ 28,464,011	\$ 21,588,228	\$ 50,052,239
Receivables:			
Accrued Interest Receivable	363,558	-	363,558
Accounts Receivable	35	-	35
Interceptor Cost Recovery	1,105,002	-	1,105,002
Total	<u>\$ 29,932,606</u>	<u>\$ 21,588,228</u>	<u>\$ 51,520,834</u>

Restricted assets on December 31, 2023 totaled \$51,564,151 held for the following purposes:

	Equipment and Interceptor Replacement	Debt Retirement	Total
Cash, Cash Equivalents, and Investments	\$ 28,401,535	\$ 21,116,792	\$ 49,518,327
Receivables:			
Accrued Interest Receivable	280,881	-	280,881
Accounts Receivable	294,479	-	294,479
Interceptor Cost Recovery	1,470,464	-	1,470,464
Total	<u>\$ 30,447,359</u>	<u>\$ 21,116,792</u>	<u>\$ 51,564,151</u>



General Obligation Debt

	Date of Issue	Final Maturity	Interest Rates	Original Indebtedness	Balance	
					12/31/24	12/31/23
Clean Water Fund	12/08/04	05/01/24	2.365%	\$ 5,347,693	\$ -	\$ 348,033
Clean Water Fund	04/13/05	05/01/24	2.365%	2,761,525	-	180,497
General Obligation Notes	12/28/07	12/28/27	5.000%	2,000,000	437,041	569,073
Clean Water Fund	03/11/09	05/01/28	2.668%	9,861,264	2,510,512	3,097,902
Clean Water Fund	12/09/09	05/01/29	2.910%	4,211,341	1,395,833	1,651,770
Clean Water Fund	12/09/09	05/01/29	2.910%	12,821,922	4,090,035	4,839,976
Clean Water Fund	11/10/10	05/01/30	2.400%	3,421,382	1,206,062	1,390,909
Clean Water Fund	12/22/10	05/01/30	2.400%	3,246,148	1,161,797	1,339,860
Clean Water Fund	12/12/12	05/01/32	2.625%	2,891,810	1,345,053	1,494,416
Clean Water Fund	04/10/13	05/01/32	2.625%	3,086,300	1,486,165	1,651,199
Clean Water Fund	01/08/14	05/01/33	2.625%	4,153,498	2,167,468	2,378,560
Clean Water Fund	08/13/14	05/01/34	2.625%	15,209,242	8,609,595	9,354,135
Clean Water Fund	10/14/15	05/01/35	0.02061	138,880,269	83,569,576	90,277,579
Clean Water Fund	12/23/15	05/01/35	2.275%	1,789,477	1,097,630	1,184,596
General Obligation Bonds	03/01/18	05/01/28	2.00 - 5.00%	6,505,000	2,870,000	3,520,000
Clean Water Fund	09/11/19	05/01/39	1.760%	13,543,329	11,200,743	11,848,341
General Obligation Bonds	05/27/20	11/01/38	2.00-2.50%	22,720,000	21,770,000	22,015,000
Clean Water Fund	11/10/21	05/01/41	1.56%	9,012,762	8,503,361	8,638,318
Clean Water Fund	12/13/23	05/01/43	2.15%	475,024	12,267,086	475,024
Clean Water Fund	11/13/24	05/01/44	2.20%	26,980,051	1,016,661	-
Clean Water Fund	11/13/24	05/01/44	2.20%	2,853,185	1,056,407	-
Total Outstanding General Obligation Debt					<u>\$ 167,761,025</u>	<u>\$ 166,255,188</u>



Statement of Revenues, Expenses, Changes in Net Position

	2024	2023
OPERATING REVENUES	\$ 51,122,705	\$ 48,281,895
OPERATING EXPENSES	40,191,333	41,056,090
OPERATING INCOME	10,931,372	7,225,805
NONOPERATING REVENUES (EXPENSES)		
Interest Income (Expense)	3,263,558	1,527,755
Loss on Disposal of Capital Assets	(947,504)	(994,896)
Interest and Fiscal Charges	(3,817,828)	(3,784,318)
Total Nonoperating Expenses	(1,501,774)	(3,251,459)
INCOME BEFORE CONTRIBUTIONS	9,429,598	3,974,346
CAPITAL CONTRIBUTIONS	969,830	639,694
CHANGE IN NET POSITION	10,399,428	4,614,040
Net Position - Beginning of Year	256,545,911	251,931,871
NET POSITION - END OF YEAR	<u>\$ 266,945,339</u>	<u>\$ 256,545,911</u>

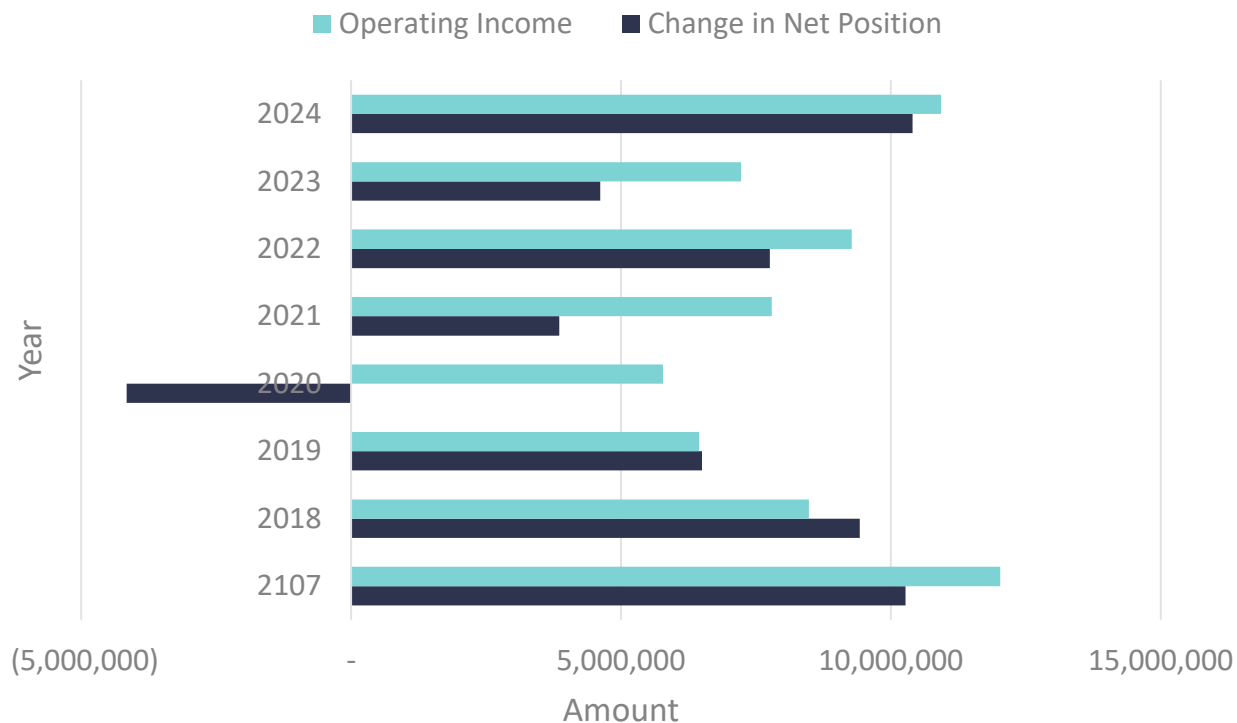


Schedule of Operating Revenues and Expenses

	2024	2023
OPERATING REVENUES		
Charges for Services:		
User Fees - Municipal Waste	\$ 44,124,546	\$ 40,885,839
User Fees - Mill Waste	3,014,322	3,627,922
Capital Revenue - Mills	2,316,103	2,254,955
Other Revenues	1,667,734	1,513,179
Total Operating Revenues	<u>51,122,705</u>	<u>48,281,895</u>
OPERATING EXPENSES		
Salaries and Wages	9,680,529	9,401,113
Fringe Benefits	3,372,600	4,039,587
Employee Development	143,415	138,138
Travel and Meetings	80,512	88,189
Power	2,246,462	2,561,104
Natural Gas and Fuel Oil	854,941	682,709
Chemicals	1,824,830	1,904,362
Maintenance - Plant	2,402,904	2,256,048
Maintenance - Interceptors	260,010	711,841
Contracted Services	3,478,720	3,393,808
Insurance	536,230	475,890
Solid Waste Disposal	244,483	461,754
Office Related Expenses	862,602	689,238
Supplementary Expenses	577,141	577,238
Subtotal	<u>26,565,379</u>	<u>27,381,019</u>
Depreciation/Amortization	<u>13,625,954</u>	<u>13,675,071</u>
Total Operating Expenses	<u>40,191,333</u>	<u>41,056,090</u>
Operating Income	<u>\$ 10,931,372</u>	<u>\$ 7,225,805</u>



Operating Income & Change in Net Position



Statement of Cash Flows

	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash Received from Customers	\$ 51,494,970	\$ 48,380,174
Cash Paid for Employee Wages and Benefits	(12,933,948)	(12,263,824)
Cash Paid to Suppliers	(13,966,167)	(14,147,722)
Net Cash Provided by Operating Activities	24,594,855	21,968,628
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Acquisition of Capital Assets	(22,242,159)	(5,945,219)
Interceptor Cost Recovery Income	365,462	233,683
Capital Contributions	1,264,274	349,250
Proceeds from Long-Term Debt	14,149,744	1,479,060
Principal Paid on Long-Term Debt	(12,643,907)	(12,321,988)
Interest Paid on Long-Term Debt	(3,722,594)	(3,735,079)
Net Cash Used by Capital and Related Financing Activities	(22,829,180)	(19,940,293)
CASH FLOWS FROM INVESTING ACTIVITIES		
Interest Received	2,655,903	2,899,854
Purchase of Investments	(12,000,000)	(8,000,000)
Proceeds from Sales and Maturities of Investments	8,000,000	2,000,000
Net Cash Used by Investing Activities	(1,344,097)	(3,100,146)
CHANGE IN CASH AND CASH EQUIVALENTS	421,578	(1,071,811)
Cash and Cash Equivalents - Beginning of Year	88,722,661	89,794,472
CASH AND CASH EQUIVALENTS - END OF YEAR	<u>\$ 89,144,239</u>	<u>\$ 88,722,661</u>



Financial Statement Footnote Disclosures



**Accounting Policies &
information about the entity**



**Detailed notes for significant
areas**

Cash

Receivables

Capital Assets

Long-Term Debt

Wisconsin Retirement System Pension Plan

Other Postemployment Benefits Plan



Other Information

Single Audit



Single Audit

Required when an entity has federal expenditures over \$750,000

- For awards after October 1, 2024 will be \$1 million

Auditors' Report- no compliance findings on the major program

Schedule of Expenditures of Federal Awards (SEFA)

- Regional Conservation Partnership Program \$16,105
- Cooperative Forestry Assistance \$57,724
- Coastal \$26,000
- Clean Water State Revolving Fund Cluster \$13,915,131

Notes to SEFA

- Policies consistent with financial statements
- Summary of audit results
- Major program information
- Financial statement findings



Comments/Observations & Upcoming GASB Standards



Comments and Observations

- Policies and procedures
 - Continue to establish written procedures and enhance/update current policies and procedures as technology changes and personnel changes
- Consider periodic inventory counts by finance
- Uniform Guidance Changes
 - Effective for awards made on or after October 1, 2024
 - Increased threshold to \$1 million
 - Indirect cost rate to 15% (District does use this)
 - Equipment threshold increase to \$10,000
 - Added cybersecurity internal control requirement
 - Procurement policies language change requirements
 - [Prepare for Significant Changes to OMB's Uniform Guidance : 24 : Articles : Resources : CLA \(CliftonLarsonAllen\) \(claconnect.com\)](#)



Upcoming GASB Standards

- GASB Statement No. 102, Certain Risk Disclosures (FY2025)
 - Defines concentration versus constraint
 - Requires to assess whether a concentration or constraint makes the primary government reporting unit or other reporting units that report a liability for revenue debt vulnerable to the risk of substantial impact.
 - Requires to assess whether an event or events associated with a concentration/constraint could cause substantial impact within 12 months of issuance of financial statements
- GASB Statement No. 103, Financial Reporting Model Improvements (FY2026)
 - MD&A be limited to related topics in 5 sections while avoiding duplication
 - FS overview, Financial Summary, Detailed Analysis, Significant Capital Asset and Long-Term Financing, Currently Known Facts, Decisions, or Conditions
 - Unusual or Infrequent Items
 - Display inflows and outflows separately as the last presented flow(s) of resource prior to the net change in resource flows
 - Focus on breaking down/differentiating between operating and nonoperating revenues/expenses
 - Budgetary comparison required to be presented in RSI
 - Variances between original and final budget amounts
 - Variances between final budget and actual amounts
 - Explanation of significant variances to be presented in the notes to the RSI



Upcoming GASB Standards

- GASB Statement No. 104, Disclosure of Certain Capital Assets (FY2026)
 - Requires certain types of capital assets to be disclosed separately in the footnote
 - Leases
 - Intangible right-to-use assets (Public-Private and Public-Public Partnerships and Availability Payment Arrangements)
 - Subscription assets
 - Requires additional disclosures for capital assets held for sale
 - Evaluate each reporting period if the government has decided to pursue the sale of the capital asset AND it is probable that the sale will be finalized within one year of the financial statement date
 - Disclose the ending balance of the capital assets held for sale with a separate disclosure for historical cost and accumulated depreciation by major class of asset and the carrying amount of any debt associated





Questions?



Thank you!

Amber Drewieske, CPA

Principal

Amber.Drewieske@claconnect.com

920-455-4138

Hayle Lepak, CPA

Director

Hayle.Lepak@claconnect.com

920-455-4170





Commissioners
Green Bay Metropolitan Sewerage District
Green Bay, Wisconsin

We have audited the financial statements of the Green Bay Metropolitan Sewerage District (the District) as of and for the years ended December 31, 2024 and 2023, and have issued our report thereon dated April 21, 2025. We have previously communicated to you information about our responsibilities under auditing standards generally accepted in the United States of America and *Government Auditing Standards*, Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), as well as certain information related to the planned scope and timing of our audit in our engagement agreement dated November 7, 2024. Professional standards also require that we communicate to you the following information related to our audit.

Significant audit findings or issues

Qualitative aspects of accounting practices

Accounting policies

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Green Bay Metropolitan Sewerage District are described in Note 1 to the financial statements.

No new accounting policies were adopted and the application of existing policies was not changed during 2024.

We noted no transactions entered into by the entity during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. There were no accounting estimates affecting the financial statements which were particularly sensitive or required substantial judgements by management.

Financial statement disclosures

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. There were no particularly sensitive financial statement disclosures.

The financial statement disclosures are neutral, consistent, and clear.

Significant unusual transactions

We identified no significant unusual transactions.

Difficulties encountered in performing the audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Uncorrected misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management did not identify and we did not notify them of any uncorrected financial statement misstatements.

Corrected misstatements

None of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.

Disagreements with management

For purposes of this communication, a disagreement with management is a disagreement on a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. No such disagreements arose during our audit.

Management representations

We have requested certain representations from management that are included in the attached management representation letter dated April 21, 2025.

Management consultations with other independent accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the entity's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Significant issues discussed with management prior to engagement

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to engagement as the entity's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our engagement.

Required supplementary information

With respect to the required supplementary information (RSI) accompanying the financial statements, we made certain inquiries of management about the methods of preparing the RSI, including whether the RSI has been measured and presented in accordance with prescribed guidelines, whether the methods of measurement and preparation have been changed from the prior period and the reasons for any such changes, and whether there were any significant assumptions or interpretations underlying the measurement or presentation of the RSI. We compared the RSI for consistency with management's responses to the foregoing inquiries, the basic financial statements, and other knowledge obtained during the audit of the basic financial statements. Because these limited procedures do not provide sufficient evidence, we did not express an opinion or provide any assurance on the RSI.

Supplementary information in relation to the financial statements as a whole

With respect to the schedule of expenditures of federal awards (SEFA) accompanying the financial statements, on which we were engaged to report in relation to the financial statements as a whole, we made certain inquiries of management and evaluated the form, content, and methods of preparing the SEFA to determine that the SEFA complies with the requirements of the Uniform Guidance, the method of preparing it has not changed from the prior period or the reasons for such changes, and the SEFA is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the SEFA to the underlying accounting records used to prepare the financial statements or to the financial statements themselves. We have issued our report thereon dated April 21, 2025.

With respect to the schedules of operating revenues and expenses (collectively, the supplementary information) accompanying the financial statements, on which we were engaged to report in relation to the financial statements as a whole, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period or the reasons for such changes, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves. We have issued our report thereon dated April 21, 2025.

* * *

This communication is intended solely for the information and use of the Commission and management of Green Bay Metropolitan Sewerage District and is not intended to be, and should not be, used by anyone other than these specified parties.



CliftonLarsonAllen LLP

Green Bay, Wisconsin
April 21, 2025



April 21, 2025

CliftonLarsonAllen LLP
1175 Lombardi Ave, Suite 200
Green Bay, Wisconsin 54304

This representation letter is provided in connection with your audit of the financial statements of Green Bay Metropolitan Sewerage District (the District), as of December 31, 2024 and 2023, and the respective changes in financial position and, where applicable, cash flows for the year then ended, and the related notes to the financial statements, for the purpose of expressing opinions on whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to misstatements that are material. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

We confirm, to the best of our knowledge and belief, as of April 21, 2025, the following representations made to you during your audit.

Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement agreement dated November 7, 2024, for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP. The financial statements include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.
2. We acknowledge and have fulfilled our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
3. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
4. Significant estimates have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP. Significant estimates are estimates at the financial statement date that could change materially within the next year.

5. Related party relationships and transactions, including, but not limited to, revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.
6. All events occurring subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed.
7. We have not identified or been notified of any uncorrected financial statement misstatements. In addition, you have proposed adjusting journal entries that have been posted to the entity's accounts. We have reviewed and approved those adjusting journal entries and understand the nature of the changes and their impact on the financial statements. We are in agreement with those adjustments and accept responsibility for them.
8. We are not aware of any pending or threatened litigation, claims, or assessments or unasserted claims or assessments that are required to be accrued or disclosed in the financial statements in accordance with U.S. GAAP, and we have not consulted a lawyer concerning litigation, claims, or assessments.
9. Guarantees, whether written or oral, under which the entity is contingently liable, if any, have been properly recorded or disclosed in accordance with U.S. GAAP.
10. Arrangements with financial institutions involving repurchase, reverse repurchase, or securities lending agreements, compensating balances, or other arrangements involving restrictions on cash balances and line-of-credit or similar arrangements, have been properly recorded or disclosed in the financial statements.
11. Receivables recorded in the financial statements represent valid claims against debtors for transactions arising on or before the financial statement date, and the carrying amounts of those receivables and related allowances are determined in accordance with U.S. GAAP.
12. We have appropriately disclosed or recognized conduit debt obligations and/or certain arrangements associated with conduit debt obligations in accordance with GASB Statement No. 91.
13. We believe that all material expenditures that have been deferred to future periods will be recoverable.
14. Participation in a public entity risk pool has been properly reported and disclosed in the financial statements.
15. We believe that the actuarial assumptions and methods used to measure pension and other postemployment benefits (OPEB) liabilities and costs for financial accounting purposes are appropriate in the circumstances.
16. We are unable to determine the possibility of a withdrawal liability in a multiple-employer benefit plan.
17. We do not intend to compensate for the elimination of postretirement benefits by granting an increase in pension benefits.

18. We do not plan to make frequent amendments to our pension or other postretirement benefit plans.

Information Provided

1. We have provided you with:

- a. Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements such as records (including information obtained from within and outside of the general and subsidiary ledgers), documentation, and other matters.
- b. Additional information that you have requested from us for the purpose of the audit.
- c. Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
- d. Complete minutes of the meetings of the governing board and related committees, or summaries of actions of recent meetings for which minutes have not yet been prepared.

2. All material transactions have been recorded in the accounting records and are reflected in the financial statements and the schedule of expenditures of federal awards.

3. We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.

4. We have no knowledge of any fraud or suspected fraud that affects the entity and involves:

- a. Management;
- b. Employees who have significant roles in internal control; or
- c. Others when the fraud could have a material effect on the financial statements.

5. We have no knowledge of any allegations of fraud, or suspected fraud, affecting the entity's financial statements communicated by employees, former employees, grantors, regulators, or others.

6. We have no knowledge of any instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, and grant agreements, or waste or abuse whose effects should be considered when preparing financial statements.

7. We are not aware of any pending or threatened litigation, claims, or assessments, or unasserted claims or assessments, that are required to be accrued or disclosed in the financial statements in accordance with U.S. GAAP, and we have not consulted a lawyer concerning litigation, claims, or assessments.

8. There are no other material liabilities or gain or loss contingencies that are required to be accrued or disclosed in accordance with U.S. GAAP.

9. There are no known related-party relationships or transactions which need to be accounted for or disclosed in accordance with U.S. GAAP.
10. The entity has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets, nor has any asset been pledged as collateral, except as made known to you and disclosed in the financial statements.
11. We have a process to track the status of audit findings and recommendations.
12. We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
13. We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to Green Bay Metropolitan Sewerage District, including tax or debt limits and debt contracts; and we have identified and disclosed to you all laws, regulations, and provisions of contracts and grant agreements that we believe have a direct and material effect on the determination of financial statement amounts or other financial data significant to the audit objectives, including legal and contractual provisions for reporting specific activities in separate funds.
14. There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.
15. The entity has complied with all aspects of contractual or grant agreements that would have a material effect on the financial statements in the event of noncompliance.
16. We have followed all applicable laws and regulations in adopting, approving, and amending budgets.
17. The financial statements include all component units as well as joint ventures with an equity interest, and properly disclose all other joint ventures, jointly governed organizations, and other related organizations.
18. The financial statements properly classify all funds and activities.
19. All funds that meet the quantitative criteria in GASB Statement Nos. 34 and 37 for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
20. Components of net position (net investment in capital assets; restricted; and unrestricted) and classifications of fund balance (nonspendable, restricted, committed, assigned and unassigned) are properly classified and, if applicable, approved.
21. Investments, derivative instruments, and land and other real estate held by endowments are properly valued.

22. Expenses have been appropriately classified in the statement of revenues, expenses and changes in net position, and allocations have been made on a reasonable basis.
23. Revenues are appropriately classified in the statement of revenues, expenses and changes in net position.
24. Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
25. Deposits and investment securities and derivative instruments are properly classified as to risk and are properly valued and disclosed.
26. Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated.
27. We have appropriately disclosed the entity's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.
28. We have appropriately disclosed the entity's accounting policy regarding which resources (that is, restricted, committed, assigned, or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available. That policy determines the fund balance classifications for financial reporting purposes.
29. We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.
30. We acknowledge our responsibility for presenting the schedule of operating revenues and expenses (the supplementary information) in accordance with U.S. GAAP, and we believe the supplementary information, including its form and content, is fairly presented in accordance with U.S. GAAP. The methods of measurement and presentation of the supplementary information have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information. If the supplementary information is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date we issue the supplementary information and the auditors' report thereon.
31. In regards to the financial statement preparation services, including related notes and the schedule of expenditures of federal and state awards, and routine journal entries services performed by you, we have:
 - a. Made all management judgments and decisions and assumed all management responsibilities.

- b. Designated an individual who possesses suitable skill, knowledge, and/or experience to understand and oversee the services.
- c. Evaluated the adequacy and results of the services performed.
- d. Accepted responsibility for the results of the services.
- e. Ensured that the entity's data and records are complete and received sufficient information to oversee the services.

32. With respect to federal award programs:

- a. We are responsible for understanding and complying with, and have complied with, the requirements of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) including requirements relating to preparation of the schedule of expenditures of federal awards.
- b. We acknowledge our responsibility for presenting the schedule of expenditures of federal awards (SEFA) and related notes in accordance with the requirements of the Uniform Guidance and we believe the SEFA, including its form and content, is fairly presented in accordance with the Uniform Guidance. The methods of measurement and presentation of the SEFA have not changed from those used in the prior period, and we have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the SEFA.
- c. If the SEFA is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the SEFA no later than the date we issued the SEFA and the auditors' report thereon.
- d. We have identified and disclosed to you all of our government programs and related activities subject to the Uniform Guidance compliance audit, and included in the SEFA expenditures made during the audit period for all awards provided by federal agencies in the form of awards, cost-reimbursement contracts, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other direct assistance.
- e. We are responsible for understanding and complying with, and have complied with, the requirements of federal statutes, regulations, and the terms and conditions of federal awards related to each of our federal programs and have identified and disclosed to you the requirements of federal statutes, regulations, and the terms and conditions of federal awards that are considered to have a direct and material effect on each major program.
- f. We are responsible for establishing and maintaining, and have established and maintained, effective internal control over compliance for federal programs that provides reasonable assurance that we are managing our federal awards in compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a material effect on our federal programs. We believe the internal control system is adequate and is functioning as intended.

- g. We have made available to you all federal awards (including amendments, if any) and any other correspondence with federal agencies or pass-through entities relevant to federal programs and related activities.
- h. We have received no requests from a federal agency to audit one or more specific programs as a major program.
- i. We have complied with the direct and material compliance requirements, including when applicable, those set forth in the *OMB Compliance Supplement*, relating to federal awards and confirm that there were no amounts questioned and no known noncompliance with the direct and material compliance requirements of federal awards.
- j. We have disclosed to you any communications from federal awarding agencies and pass-through entities concerning possible noncompliance with the direct and material compliance requirements, including communications received from the end of the period covered by the compliance audit to the date of the auditors' report.
- k. We have disclosed to you the findings received and related corrective actions taken for previous audits, attestation engagements, and internal or external monitoring that directly relate to the objectives of the compliance audit, including findings received and corrective actions taken from the end of the period covered by the compliance audit to the date of the auditors' report.
- l. Amounts claimed or used for matching were determined in accordance with relevant guidelines in OMB's Uniform Guidance (2 CFR part 200, subpart E).
- m. We have disclosed to you our interpretation of compliance requirements that may have varying interpretations.
- n. We have made available to you all documentation related to compliance with the direct and material compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.
- o. We have disclosed to you the nature of any subsequent events that provide additional evidence about conditions that existed at the end of the reporting period affecting noncompliance during the reporting period.
- p. There are no known instances of noncompliance with direct and material compliance requirements that occurred subsequent to the period covered by the auditors' report.
- q. We have disclosed to you whether any changes in internal control over compliance or other factors that might significantly affect internal control, including any corrective action we have taken regarding significant deficiencies and/or material weaknesses in internal control over compliance, have occurred subsequent to the period covered by the auditors' report.
- r. Federal program financial reports and claims for advances and reimbursements are supported by the books and records from which the basic financial statements have been prepared.
- s. The copies of federal program financial reports provided to you are true copies of the reports submitted, or electronically transmitted, to the respective federal agency or pass-through entity, as applicable.

- t. We have monitored subrecipients, as necessary, to determine that they have expended subawards in compliance with federal statutes, regulations, and the terms and conditions of the subaward and have met the other pass-through entity requirements of the Uniform Guidance.
- u. We have issued management decisions for audit findings that relate to federal awards made to subrecipients and such management decisions have been issued within six months of acceptance of the audit report by the Federal Audit Clearinghouse. Additionally, we have followed-up ensuring that the subrecipient has taken timely and appropriate action on all deficiencies detected through audits, on-site reviews, and other means that pertain to the federal award provided to the subrecipient.
- v. We have considered the results of subrecipient audits and have made any necessary adjustments to our books and records.
- w. We have charged costs to federal awards in accordance with applicable cost principles.
- x. We are responsible for and have accurately prepared the summary schedule of prior audit findings to include all findings required to be included by the Uniform Guidance, and we have provided you with all information on the status of the follow-up on prior audit findings by federal awarding agencies and pass-through entities, including all management decisions.
- y. We are responsible for and have ensured the reporting package does not contain protected personally identifiable information.
- z. We are responsible for and have accurately prepared the auditee section of the Data Collection Form as required by the Uniform Guidance.
- aa. We are responsible for taking corrective action on each audit finding of the compliance audit and have developed a corrective action plan that meets the requirements of the Uniform Guidance.

Signature: Beth Clausen Title: Director of Business Services

Signature: Cautey Kuehn Title: Accounting Manager

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
GREEN BAY, WISCONSIN**

**FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION**

YEARS ENDED DECEMBER 31, 2024 AND 2023



CPAs | CONSULTANTS | WEALTH ADVISORS

CLAcconnect.com

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
GREEN BAY, WISCONSIN
TABLE OF CONTENTS
YEARS ENDED DECEMBER 31, 2024 AND 2023**

INDEPENDENT AUDITORS' REPORT	1
MANAGEMENT'S DISCUSSION AND ANALYSIS	4
FINANCIAL HIGHLIGHTS	5
FINANCIAL ANALYSIS OF THE GBMSD	6
BASIC FINANCIAL STATEMENTS	
STATEMENTS OF NET POSITION	13
STATEMENTS OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION	15
STATEMENTS OF CASH FLOWS	16
NOTES TO FINANCIAL STATEMENTS	18
REQUIRED SUPPLEMENTARY INFORMATION	
SCHEDULE OF PROPORTIONATE SHARE OF THE NET PENSION LIABILITY (ASSET) – WISCONSIN RETIREMENT SYSTEM	51
SCHEDULE OF CONTRIBUTIONS – WISCONSIN RETIREMENT SYSTEM	51
SCHEDULE OF PROPORTIONATE SHARE OF THE NET OPEB LIABILITY (ASSET) – LOCAL RETIREE LIFE INSURANCE FUND	52
SCHEDULE OF CONTRIBUTIONS – LOCAL RETIREE LIFE INSURANCE FUND	52
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION	53
SUPPLEMENTARY INFORMATION	
SCHEDULES OF OPERATING REVENUES AND EXPENSES	56
ADDITIONAL INDEPENDENT AUDITORS' REPORT FOR FINANCIAL STATEMENTS	
INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH <i>GOVERNMENT AUDITING STANDARDS</i>	58



INDEPENDENT AUDITORS' REPORT

Commissioners
Green Bay Metropolitan Sewerage District
Green Bay, Wisconsin

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the Green Bay Metropolitan Sewerage District (the GBMSD), as of and for the years ended December 31, 2024 and 2023, and the related notes to the financial statements, which collectively comprise the GBMSD's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the GBMSD, as of December 31, 2024 and 2023, and the changes in financial position, and its cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the GBMSD and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the GBMSD's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Green Bay Metropolitan Sewerage District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Green Bay Metropolitan Sewerage District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and the schedules related to pension and other postemployment benefits be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audits of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements that collectively comprise the GBMSD's basic financial statements. The schedules of operating revenues and expenses are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audits of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the schedules of operating revenues and expenses, are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated April 21, 2025, on our consideration of the GBMSD's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the GBMSD's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering GBMSD's internal control over financial reporting and compliance.



CliftonLarsonAllen LLP

Green Bay, Wisconsin
April 21, 2025

MANAGEMENT'S DISCUSSION AND ANALYSIS

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
GREEN BAY, WISCONSIN
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEARS ENDED DECEMBER 31, 2024 AND 2023**

The management of the Green Bay Metropolitan Sewerage District (GBMSD), offers readers of its financial statements this narrative overview and analysis for the fiscal year ended December 31, 2024 and 2023. Readers are encouraged to consider the information presented here in conjunction with the GBMSD's financial statements and notes to the financial statements to enhance their understanding of the GBMSD's financial performance.

The GBMSD has adopted a new brand: NEW Water. The GBMSD has proudly served Northeast Wisconsin for more than 90 years, serving the mission of leading water quality improvements for the bay of Green Bay through operational excellence, resource recovery, education, and watershed management. The organization will continue to be known as the Green Bay Metropolitan Sewerage District legally, and will continue to provide the same quality water treatment service customers have come to expect. This new brand complements a new attitude of viewing materials received as a resource to be recovered, rather than as with which to dispose. Further, the GBMSD will be working closely with the greater Northeast Wisconsin community toward a common goal of clean water, an essential part of the quality of life in the watershed area. Clean water from wastewater was one of the greatest innovations of the 20th century. The GBMSD looks forward to Watershed Conservation and Stewardship being its signature contribution to the 21st century.

Financial Highlights

- The assets and deferred outflows of the GBMSD exceeded its liabilities and deferred inflows at the close of the most recent year by \$266,945,339 (net position). Of this amount, unrestricted net position is \$63,002,689.
- The GBMSD's operating expenses decreased by \$864,757.
- User fees from municipal waste increased \$3,238,707 and mill waste decreased \$613,600.

Overview of the Financial Statements

This annual report includes this management's discussion and analysis, the independent auditors' report, and the financial statements of the GBMSD. The financial statements also include notes that explain in more detail some of the information in the financial statements.

Financial Statements

The financial statements of the GBMSD report information of the GBMSD using accounting methods similar to those used by private sector companies. These statements offer short and long-term financial information about its activities. The Statement of Net Position includes all of the GBMSD's assets, deferred outflows, liabilities and deferred inflows, and provides information about the nature and amounts of investments in resources (assets) and the obligations to the GBMSD creditors (liabilities). It also provides the basis for evaluating the capital structure of the GBMSD and assessing the liquidity and financial flexibility of the GBMSD.

All of the current year's revenues and expenses are accounted for in the Statement of Revenues, Expenses, and Changes in Net Position. This statement measures the success of the GBMSD's operations over the past year and can be used to determine whether the GBMSD has successfully recovered all its costs through its user fees and other charges, profitability and credit worthiness.

The final required financial statement is the Statement of Cash Flows. The statement reports cash receipts, cash payments, and net changes in cash resulting from operations, investing, and financing activities during the reporting period.

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
GREEN BAY, WISCONSIN
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEARS ENDED DECEMBER 31, 2024 AND 2023**

Financial Analysis of the GBMSD

The Statements of Net Position and the Statements of Revenues, Expenses, and Changes in Net Position report information about the GBMSD's financial activities for the years ending December 31, 2024 and 2023. These statements report the year-end balances of net position as well as the changes in net position from one year to the next. The balance of net position – the difference between assets and deferred outflows and liabilities and deferred inflows – measures the GBMSD's financial health or financial position. Over time, increases or decreases in the GBMSD's net position indicate whether its financial health is improving or deteriorating. However, other non-financial factors such as changes in economic conditions, population growth, and changes in governmental regulations must also be considered.

Net Position

A summary of the GBMSD's Statement of Net Position is presented below:

	Condensed Summary of Net Position			Variance of 2024 to 2023 Increase (Decrease)	
	12/31/2024	12/31/2023	12/31/2022	Dollars	%
Capital assets:					
Net plant in service	\$ 295,873,492	\$ 298,171,153	\$ 308,152,700	\$ (2,297,661)	(0.8) %
Construction in progress	25,005,185	18,326,598	13,059,855	6,678,587	36.4
Current, restricted and other assets	119,343,753	114,865,025	115,005,954	4,478,728	3.9
Total assets	<u>440,222,430</u>	<u>431,362,776</u>	<u>436,218,509</u>	<u>8,859,654</u>	<u>2.1</u>
Deferred outflows of resources	<u>9,001,514</u>	<u>12,602,187</u>	<u>11,010,054</u>	<u>(3,600,673)</u>	<u>(28.6)</u>
Current liabilities	17,336,719	20,860,578	16,202,167	(3,523,859)	(16.9)
Long-term liabilities	160,176,607	159,916,812	169,316,417	259,795	0.2
Total liabilities	<u>177,513,326</u>	<u>180,777,390</u>	<u>185,518,584</u>	<u>(3,264,064)</u>	<u>(1.8)</u>
Deferred inflows of resources	<u>4,765,279</u>	<u>6,641,662</u>	<u>9,778,108</u>	<u>(1,876,383)</u>	<u>(28.3)</u>
Net position:					
Net investment in capital assets	153,002,537	146,932,156	144,906,459	6,070,381	4.1
Restricted	50,940,113	50,691,735	55,330,450	248,378	0.5
Unrestricted	63,002,689	58,922,020	51,694,962	4,080,669	6.9
Total net position	<u>\$ 266,945,339</u>	<u>\$ 256,545,911</u>	<u>\$ 251,931,871</u>	<u>\$ 10,399,428</u>	<u>4.1 %</u>

The largest portion of the GBMSD's net position (57%) is reflected in its investment in capital assets (e.g., land, buildings, improvements, equipment, and infrastructure); less any related outstanding indebtedness used to acquire those assets and deferred outflows. The GBMSD uses these capital assets for operational purposes; consequently, these assets are not available for future spending. Although the investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of the GBMSD's net position (19%) represents resources that are subject to external restrictions on how they may be used. The restricted net position of \$50,940,113 is made up of equipment and interceptor replacement (\$29,932,572) and debt service (\$21,007,541). The remaining \$63,002,689 balance is considered unrestricted at the end of 2024.

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
GREEN BAY, WISCONSIN
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEARS ENDED DECEMBER 31, 2024 AND 2023**

While the Statement of Net Position shows the change in financial position, the Statement of Revenues, Expenses, and Changes in Net Position provides answers as to the nature and source of these changes. A summary of the Statement of Revenues, Expenses, and Changes in Net Position is shown below:

Condensed Summary of Revenues, Expenses and Changes in Net Position				Variance of 2024 to 2023	
	2024	2023	2022	Increase (Decrease)	
				Dollars	%
Revenues					
Operating revenues	\$ 51,122,705	\$ 48,281,895	\$ 47,291,278	\$ 2,840,810	5.9 %
Non-operating revenues	3,263,558	1,527,755	-	1,735,803	100.0
Total Revenues	54,386,263	49,809,650	47,291,278	4,576,613	9.2
Expenses					
Depreciation expense	13,625,954	13,675,071	13,817,564	(49,117)	(0.4)
Other operating expense	26,565,379	27,381,019	24,195,800	(815,640)	(3.0)
Total operating expenses	40,191,333	41,056,090	38,013,364	(864,757)	(2.1)
Non-operating expenses	4,765,332	4,779,214	8,206,263	(13,882)	(0.3)
Total expenses	44,956,665	45,835,304	46,219,627	(878,639)	(1.9)
Increase in net position before capital contributions	9,429,598	3,974,346	1,071,651	5,455,252	137.3
Capital contributions	969,830	639,694	6,684,694	330,136	51.6
Change in net position	10,399,428	4,614,040	7,756,345	5,785,388	125.4
Net position, January 1	256,545,911	251,931,871	244,175,526	4,614,040	1.8
Net position, December 31	\$ 266,945,339	\$ 256,545,911	\$ 251,931,871	\$ 10,399,428	4.1 %

Net position increased by \$10,399,428. Key elements of this increase are as follows:

- Operating income of \$10,931,372 from 2024 increased from prior year's operating income of \$7,225,805. The increase was due to an increase in operating revenues of \$2,840,810. Municipal waste fees increased \$3,238,707 and mill waste decreased \$613,600.
- Operating income of \$7,225,805 from 2023 decreased from prior year operating income of \$9,277,914. The decrease was due to an increase in operating expenses of \$3,042,726. Municipal waste fees increased \$793,901 and mill waste decreased \$96,488.

BUDGETARY HIGHLIGHTS

The GBMSD adopts an annual budget and a five-year capital plan following public budget workshops and a public hearing. The budget includes proposed expenses for operations, debt service, and plant and equipment. The budget then identifies the means of financing the expenses. The budget is used as the basis for establishing user rates on an annual basis. A budget comparison and analysis is presented to management as interim financial statements; however, they are not reported on nor shown in the financial statement section of this report.

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
GREEN BAY, WISCONSIN
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEARS ENDED DECEMBER 31, 2024 AND 2023**

The following is a summary of the 2024 budget:

	Budget	Actual	Variance
Revenues	\$ 51,594,798	\$ 51,122,705	\$ (472,093)
Expenses:			
Salaries and benefits	13,364,548	13,053,129	311,419
Power	2,137,659	2,246,462	(108,803)
Contracted services	4,125,618	3,301,232	824,386
Maintenance - plant	2,990,765	2,402,904	587,861
Chemicals	1,550,805	1,824,830	(274,025)
Natural gas and fuel oil	709,389	854,941	(145,552)
Solid waste disposal	460,750	244,483	216,267
Maintenance - interceptors	678,793	260,010	418,783
Office related expenses	1,024,608	862,602	162,006
Insurance	541,044	536,230	4,814
Supplementary expenses	260,297	577,141	(316,844)
Employee development	167,184	143,415	23,769
Travel and meetings	104,111	80,512	23,599
DNR environmental fees	166,706	177,488	(10,782)
Total Expenses	28,282,277	26,565,379	1,716,898
Net change	\$ 23,312,521	\$ 24,557,326	\$ 1,244,805

The following is a summary of the 2023 budget:

	Budget	Actual	Variance
Revenues	\$ 48,714,492	\$ 48,281,895	\$ (432,597)
Expenses:			
Salaries and benefits	12,719,059	13,440,700	(721,641)
Power	2,192,389	2,561,104	(368,715)
Contracted services	4,237,222	3,229,644	1,007,578
Maintenance - plant	1,828,639	2,256,048	(427,409)
Chemicals	1,428,925	1,904,362	(475,437)
Natural gas and fuel oil	608,301	682,709	(74,408)
Solid waste disposal	439,379	461,754	(22,375)
Maintenance - interceptors	737,411	711,841	25,570
Office related expenses	869,071	689,238	179,833
Insurance	484,674	475,890	8,784
Supplementary expenses	239,187	577,238	(338,051)
Employee development	168,436	138,138	30,298
Travel and meetings	109,106	88,189	20,917
DNR environmental fees	156,745	164,164	(7,419)
Total Expenses	26,218,544	27,381,019	(1,162,475)
Net change	\$ 22,495,948	\$ 20,900,876	\$ (1,595,072)

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
GREEN BAY, WISCONSIN
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEARS ENDED DECEMBER 31, 2024 AND 2023**

CAPITAL ASSETS

At the end of 2024, the GBMSD had \$511,854,520 invested in capital assets including two treatment plants and interceptors.

	Capital Assets		
	<u>2024</u>	<u>2023</u>	<u>2022</u>
Land and land improvements	\$ 13,390,346	\$ 11,993,441	\$ 12,144,491
Structures	149,721,342	149,419,622	149,214,768
Machinery and equipment	208,763,296	200,029,249	198,279,120
Furniture and fixtures	2,199,115	2,279,900	2,143,745
Autos and trucks	1,063,709	960,492	960,492
Interceptors	108,845,859	108,769,318	107,915,727
Amortizable assets	2,865,668	2,751,100	2,795,155
Construction in process	25,005,185	18,326,598	13,059,855
Total	<u>511,854,520</u>	<u>494,529,720</u>	<u>486,513,353</u>
Less: Accumulated depreciation	<u>190,975,840</u>	<u>178,031,969</u>	<u>165,300,798</u>
Net Capital Assets	<u>\$ 320,878,680</u>	<u>\$ 316,497,751</u>	<u>\$ 321,212,555</u>

More detailed information about the GBMSD's capital assets is presented in Note 2.D of the financial statements.

DEBT ADMINISTRATION

In order to abate levying a tax for debt service, the GBMSD maintains cash and investments in a reserve fund in an amount no less than what is required to meet the balance of the current year's debt service requirements plus the subsequent year's debt service. By October 1 of each year, the GBMSD's customers are informed that the GBMSD will not levy any taxes for the existing debt service. The GBMSD believes the most equitable method is collecting for municipal debt service requirements based on the flow and loadings to the plant. Procter and Gamble and Green Bay Packaging are assessed debt service cost based on its contractual plant capacity.

Indebtedness outstanding at December 31, 2024 and 2023 amounted to \$167.8 million, and \$166.3 million, respectively. This balance includes funds received by the GBMSD through the State of Wisconsin Clean Water Fund Loan program, which has replaced grant funding for the construction of wastewater treatment facilities, and General Obligation Bonds. More detailed information about the GBMSD's long-term liabilities is presented in Note 2.E of the financial statements.

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
GREEN BAY, WISCONSIN
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEARS ENDED DECEMBER 31, 2024 AND 2023**

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET AND RATES

The Commission and management of the GBMSD considered many factors when setting the fiscal year budgets, user fees, and charges. One of those factors is the local economy, and the impact the GBMSD rates have on the major industries. By maintaining competitive rates, the GBMSD believes it can help keep its industrial customers competitive in their respective markets. The following table presents the budget rate history:

Municipal Rate History

Fiscal Year	Volume (Per 1,000 gallons)	BOD (Per Lb.)	Suspended Solids (Per Lb.)	Phosphorus (Per Lb.)	TKN (Per Lb.)	Fixed Charge
2011	0.71112	0.23857	0.26360	0.70698	0.87221	N/A
2012	0.84274	0.26511	0.29365	0.48596	0.76667	N/A
2013	0.85682	0.30901	0.34795	0.62393	0.78995	N/A
2014	0.76333	0.33466	0.29867	0.62124	0.68741	0.46763
2015	0.80448	0.39331	0.34822	0.56768	0.65358	0.52659
2016	0.79357	0.43068	0.41292	0.60597	0.64043	0.54580
2017	0.71260	0.41913	0.36651	0.58901	0.76448	0.78834
2018	0.69897	0.35126	0.28304	0.75833	0.70556	0.93605
2019	0.72428	0.29558	0.26732	0.44398	0.74148	0.98048
2020	0.72007	0.33516	0.27929	0.71609	0.82425	0.94829
2021	0.69630	0.31750	0.28332	0.71995	0.84000	0.97619
2022	0.70624	0.31254	0.33888	1.91281	0.54775	1.01868
2023	0.74231	0.33401	0.37324	2.01844	0.59012	1.02129
2024	0.72145	0.30504	0.31258	1.25554	0.53014	1.42738

Mill Rate History

Fiscal Year	Volume (Per 1,000 gallons)	BOD (Per Lb.)	Suspended Solids (Per Lb.)	Phosphorus (Per Lb.)	TKN (Per Lb.)
2011	0.43660	0.17744	0.22522	0.61497	0.66935
2012	0.47128	0.18786	0.20413	0.36372	0.55581
2013	0.50944	0.20116	0.19775	0.44714	0.57453
2014	0.51836	0.24896	0.19362	0.50636	0.56970
2015	0.52549	0.26270	0.19420	0.40750	0.50956
2016	0.53420	0.25789	0.18371	0.38906	0.49819
2017	0.58553	0.26840	0.20301	0.43617	0.64142
2018	0.58847	0.28878	0.22148	0.69239	0.64105
2019	0.58964	0.23376	0.20216	0.29866	0.67460
2020	0.56266	0.25891	0.20401	0.56941	0.74910
2021	0.52942	0.24470	0.20904	0.55710	0.75739
2022	0.46443	0.24250	0.24807	1.60909	0.47977
2023	0.51689	0.26526	0.27744	1.67370	0.53359
2024	0.53741	0.29792	0.30786	1.23997	0.51622

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
GREEN BAY, WISCONSIN
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEARS ENDED DECEMBER 31, 2024 AND 2023**

GBMSD CONTACT INFORMATION

This financial report is designed to provide a general overview of the finances of the GBMSD for interested parties. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to Courtney Mueller, Accounting Manager, 2231 N. Quincy Street, Green Bay, WI 54302.

BASIC FINANCIAL STATEMENTS

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
GREEN BAY, WISCONSIN
STATEMENTS OF NET POSITION
DECEMBER 31, 2024 AND 2023**

	<u>2024</u>	<u>2023</u>
ASSETS		
Current Assets:		
Cash and Investments	\$ 58,396,772	\$ 53,984,128
Restricted Cash	1,689,349	3,552,481
Receivables:		
Customer Accounts	6,347,172	6,880,133
Other	223,299	62,603
Prepaid Supplies	2,855,673	2,294,129
Prepaid Items	-	79,881
Total Current Assets	<u>69,512,265</u>	<u>66,853,355</u>
Noncurrent Assets:		
Restricted Assets:		
Cash	28,487,518	30,304,140
Investments	19,875,372	15,661,706
Accrued Interest Receivable	363,558	280,881
Accounts Receivable - Construction	35	294,479
Interceptor Cost Recovery Receivable	1,105,002	1,470,464
Total Restricted Assets	<u>49,831,485</u>	<u>48,011,670</u>
Capital Assets:		
Construction in Progress:		
Nondepreciable	25,005,185	18,326,598
Wastewater Treatment Facilities:		
Nondepreciable	706,857	706,857
Depreciable/Amortizable, Net	216,861,125	217,887,954
Interceptor Sewers:		
Depreciable, Net	78,305,513	79,576,342
Total Capital Assets	<u>320,878,680</u>	<u>316,497,751</u>
Total Assets	440,222,430	431,362,776
DEFERRED OUTFLOWS OF RESOURCES		
Loss on Advance Refunding	1,867,190	2,000,561
Pension Related Amounts	6,322,301	9,800,319
Other Postemployment Related Amounts	812,023	801,307
Total Deferred Outflows of Resources	<u>9,001,514</u>	<u>12,602,187</u>

See accompanying Notes to Financial Statements.

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
GREEN BAY, WISCONSIN
STATEMENTS OF NET POSITION (CONTINUED)
DECEMBER 31, 2024 AND 2023**

	<u>2024</u>	<u>2023</u>
LIABILITIES		
Current Liabilities:		
Accounts Payable	\$ 2,133,846	\$ 3,527,989
Accrued and Other Current Liabilities	460,704	518,808
Compensated Absences	640,943	617,393
Current Portion of Long-Term Debt	12,411,877	12,643,907
Payable from Restricted Assets:		
Accounts Payable	1,108,662	2,974,545
Accrued Interest	580,687	577,936
Total Current Liabilities	<u>17,336,719</u>	<u>20,860,578</u>
Long-Term Obligations, Less Current Portion		
General Obligation Debt	155,593,729	153,896,750
Compensated Absences	1,922,828	1,797,907
Net Pension Liability	711,010	2,628,935
Other Postemployment Benefits	1,949,040	1,593,220
Total Long-Term Liabilities	<u>160,176,607</u>	<u>159,916,812</u>
Total Liabilities	177,513,326	180,777,390
DEFERRED INFLOWS OF RESOURCES		
Pension Related Amounts	3,808,343	5,517,545
Other Postemployment Related Amounts	956,936	1,124,117
Total Deferred Inflows of Resources	<u>4,765,279</u>	<u>6,641,662</u>
NET POSITION		
Net Investment in Capital Assets	153,002,537	146,932,156
Restricted for Equipment and Interceptor Replacement	29,932,572	30,152,879
Restricted for Debt Retirement	21,007,541	20,538,856
Unrestricted	<u>63,002,689</u>	<u>58,922,020</u>
Total Net Position	<u>\$ 266,945,339</u>	<u>\$ 256,545,911</u>

See accompanying Notes to Financial Statements.

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
GREEN BAY, WISCONSIN
STATEMENTS OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
YEARS ENDED DECEMBER 31, 2024 AND 2023**

	<u>2024</u>	<u>2023</u>
OPERATING REVENUES	\$ 51,122,705	\$ 48,281,895
OPERATING EXPENSES	<u>40,191,333</u>	<u>41,056,090</u>
OPERATING INCOME	10,931,372	7,225,805
NONOPERATING REVENUES (EXPENSES)		
Interest Income (Expense)	3,263,558	1,527,755
Loss on Disposal of Capital Assets	(947,504)	(994,896)
Interest and Fiscal Charges	<u>(3,817,828)</u>	<u>(3,784,318)</u>
Total Nonoperating Expenses	<u>(1,501,774)</u>	<u>(3,251,459)</u>
INCOME BEFORE CONTRIBUTIONS	9,429,598	3,974,346
CAPITAL CONTRIBUTIONS	<u>969,830</u>	<u>639,694</u>
CHANGE IN NET POSITION	10,399,428	4,614,040
Net Position - Beginning of Year	<u>256,545,911</u>	<u>251,931,871</u>
NET POSITION - END OF YEAR	<u><u>\$ 266,945,339</u></u>	<u><u>\$ 256,545,911</u></u>

See accompanying Notes to Financial Statements.

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
GREEN BAY, WISCONSIN
STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2024 AND 2023**

	<u>2024</u>	<u>2023</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash Received from Customers	\$ 51,494,970	\$ 48,380,174
Cash Paid for Employee Wages and Benefits	(12,933,948)	(12,263,824)
Cash Paid to Suppliers	<u>(13,966,167)</u>	<u>(14,147,722)</u>
Net Cash Provided by Operating Activities	24,594,855	21,968,628
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Acquisition of Capital Assets	(22,242,159)	(5,945,219)
Interceptor Cost Recovery Income	365,462	233,683
Capital Contributions	1,264,274	349,250
Proceeds from Long-Term Debt	14,149,744	1,479,060
Principal Paid on Long-Term Debt	(12,643,907)	(12,321,988)
Interest Paid on Long-Term Debt	<u>(3,722,594)</u>	<u>(3,735,079)</u>
Net Cash Used by Capital and Related Financing Activities	(22,829,180)	(19,940,293)
CASH FLOWS FROM INVESTING ACTIVITIES		
Interest Received	2,655,903	2,899,854
Purchase of Investments	(12,000,000)	(8,000,000)
Proceeds from Sales and Maturities of Investments	<u>8,000,000</u>	<u>2,000,000</u>
Net Cash Used by Investing Activities	<u>(1,344,097)</u>	<u>(3,100,146)</u>
CHANGE IN CASH AND CASH EQUIVALENTS	421,578	(1,071,811)
Cash and Cash Equivalents - Beginning of Year	<u>88,722,661</u>	<u>89,794,472</u>
CASH AND CASH EQUIVALENTS - END OF YEAR	<u><u>\$ 89,144,239</u></u>	<u><u>\$ 88,722,661</u></u>

See accompanying Notes to Financial Statements.

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
GREEN BAY, WISCONSIN
STATEMENTS OF CASH FLOWS (CONTINUED)
YEARS ENDED DECEMBER 31, 2024 AND 2023**

	<u>2024</u>	<u>2023</u>
RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES		
Operating Income	\$ 10,931,372	\$ 7,225,805
Adjustments to Reconcile Operating Income to Net Cash Provided by Operating Activities		
Depreciation/Amortization	13,625,954	13,675,071
Change in Liability and Deferred Outflows and Inflows of Resources:		
Net Pension Asset	-	4,035,763
Deferred Outflows - Pension Related	3,478,018	(1,955,080)
Deferred Outflows - OPEB Related	(10,716)	229,576
Net Pension Liability	(1,917,925)	2,628,935
Other Postemployment Benefits	355,820	(899,685)
Deferred Inflows - Pension Related	(1,709,202)	(3,991,025)
Deferred Inflows - OPEB Related	(167,181)	854,579
Change in Operating Assets and Liabilities:		
Accounts Receivables	372,265	98,279
Prepaid Supplies and Prepaid Items	(481,663)	(380,262)
Accounts Payable	27,746	172,859
Accrued and Other Current Liabilities	(58,104)	153,675
Compensated Absences	148,471	120,138
Net Cash Provided by Operating Activities	<u>\$ 24,594,855</u>	<u>\$ 21,968,628</u>
RECONCILIATION OF CASH AND CASH EQUIVALENTS TO THE STATEMENT OF NET POSITION		
Cash and Cash Equivalents in Current Assets	\$ 58,396,772	\$ 53,984,128
Cash and Cash Equivalents in Restricted Assets	30,176,867	33,856,621
Unrealized Loss on Investments	570,600	881,912
Total Cash and Cash Equivalents	<u>\$ 89,144,239</u>	<u>\$ 88,722,661</u>
NONCASH CAPITAL AND RELATED FINANCING ACTIVITIES		
Capital Related Accounts Payable	<u>\$ 1,737,727</u>	<u>\$ 5,025,499</u>

See accompanying Notes to Financial Statements.

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
GREEN BAY, WISCONSIN
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the Green Bay Metropolitan Sewerage District, Green Bay, Wisconsin (the GBMSD), have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The significant accounting principles and policies utilized by the GBMSD are described below:

A. Reporting Entity

The GBMSD was organized in 1931, under Section 66.20 of the Wisconsin Statutes, to construct interceptor sewers, including rights-of-way and appurtenances, and construct and operate a sewage disposal plant. The GBMSD's service area includes all of the Cities of Green Bay and De Pere; Villages of Allouez, Ashwaubenon, Bellevue, Hobart, Howard, Luxemburg, Pulaski, and Suamico; the Towns of Ledgeview Sanitary District #2, Lawrence Utility District, Pittsfield Sanitary District #1, Scott Municipal Utility and Dyckesville Sanitary District.

The GBMSD, the City of Green Bay, and two paper mills located within the Green Bay city limits (Green Bay Packaging, Inc. and Procter & Gamble Paper Products Company) have entered into a tripartite agreement setting forth the distribution of total cost of construction and operation of the wastewater treatment facilities. Pursuant to agreements, the two paper mills share proportionately in the principal and interest payments falling due during the fiscal year, thus reducing the amount assessable to the various municipalities with the GBMSD. Each entity utilizing the GBMSD's services is billed for the actual units of volume and strength of its sewage treated.

The GBMSD is governed by a five member Board of Commission, appointed by the Brown County Executive, and operates under the jurisdiction of the Wisconsin State Statutes. In accordance with GAAP, the financial statements are required to include the GBMSD and any separate component units that have a significant operational or financial relationship with the GBMSD. The GBMSD has not identified any component units that are required to be included in the financial statements.

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
GREEN BAY, WISCONSIN
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Enterprise Fund

The accounts of the GBMSD are accounted for in an enterprise fund as required by GAAP. An enterprise fund is used to account for government operations (a) that are financed and operated in a manner similar to private business enterprises - where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, and other purposes.

C. Measurement Focus and Basis of Accounting

The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. Enterprise funds are accounted for on a flow of economic resources measurement focus. With this measurement focus, all assets, liabilities, and deferred inflows and outflows of resources associated with the operation are included on the statement of net position. Enterprise fund operating statement present increases (i.e., revenues) and decreases (i.e., expenses) in net total position.

The accrual basis of accounting is utilized by enterprise funds. Under this method, revenues are recorded when earned and expenses are recorded at the time liabilities are incurred. Unpaid enterprise fund service receivables are recorded at year-end. All capital assets are capitalized at historical cost and depreciated over their useful lives.

Enterprise funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the GBMSD's enterprise funds are charges to customers for services. Operating expenses for enterprise funds include the cost of services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the GBMSD's policy to use restricted resources first, then unrestricted resources, as they are needed.

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
GREEN BAY, WISCONSIN
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position

1. Cash and Investments

Cash and investments are combined in the financial statements. Cash deposits consist of demand and time deposits with financial institutions and are carried at cost. Investments are stated at fair value. Fair value is the price that would be received to sell an asset in an orderly transaction between market participants at the measurement date. For purposes of the statement of cash flows, all cash deposits and highly liquid investments (including restricted assets) with a maturity of three months or less from date of acquisition are considered to be cash equivalents.

2. Accounts Receivable

Accounts receivable are recorded at gross amounts with uncollectible amounts recognized under the direct write-off method. No allowance for uncollectible accounts has been provided since it is believed that the amount of such allowance would not be material to the financial statements.

3. Prepaid Supplies

Prepaid supplies are recorded at cost, which approximates market, using the first-in, first-out method. Prepaid supplies consist of expendable supplies held for consumption. The cost is recorded as an expenditure at the time individual items are consumed rather than when purchased.

4. Prepaid Items

Payments made to vendors that will benefit periods beyond the end of the current fiscal year are recorded as prepaid items and are expensed in the periods benefited.

5. Restricted Assets

Mandatory segregations of assets are presented as restricted assets. Such segregations are required by bond agreements and other external parties. Current liabilities payable from these restricted assets are so classified.

6. Capital Assets

Capital assets, which include property, plant and equipment assets, are reported in the financial statements. Capital assets are defined by the GBMSD as assets with an initial, individual cost of \$2,500 for general assets or \$5,000 for computers, or higher and an estimated useful life in excess of a year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated acquisition value at the date of donation.

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
GREEN BAY, WISCONSIN
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

**D. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position
(Continued)**

6. Capital Assets (Continued)

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

Capital assets of the GBMSD are depreciated/amortized using the straight-line method over the following estimated useful lives:

Assets	Years
Structures	20 to 80
Land Improvements	3 to 80
Sewer Interceptors	50 to 100
Machinery, Equipment, and Vehicles	3 to 30

7. Deferred Outflows/Inflows of Resources

Deferred outflows of resources are a consumption of net position by the government that is applicable to a future reporting period. Deferred inflows of resources are an acquisition of net position by the government that is applicable to a future reporting period. The recognition of those outflows and inflows as expenses and revenues are deferred until the future periods to which the outflows and inflows are applicable.

8. Long-Term Obligations

In the financial statements, long-term debt and other long-term obligations are reported as liabilities. Bond premiums and discounts are deferred and amortized over the life of the bonds. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are expensed as incurred.

9. Compensated Absences

It is the GBMSD's policy to permit employees to accumulate earned but unused vacation, PTO, and EDB benefits in accordance with employee handbook policies. All vacation, PTO, and EDB is accrued when incurred in the financial statements.

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
GREEN BAY, WISCONSIN
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

**D. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position
(Continued)**

10. Pensions

Wisconsin Retirement System

The fiduciary net position of the Wisconsin Retirement System (WRS) has been determined using the flow of economic resources measurement focus and accrual basis of accounting. This includes for purposes of measuring the following:

- Net Pension Liability (Asset),
- Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions,
- Pension Expense (Revenue).

Information about the fiduciary net position of the WRS and additions to/deductions from WRS' fiduciary net position have been determined on the same basis as they are reported by the WRS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

11. Other Postemployment Benefits Other than Pensions (OPEB)

Local Retiree Life Insurance Fund

The fiduciary net position of the Local Retiree Life Insurance Fund (LRLIF) has been determined using the flow of economic resources measurement focus and the accrual basis of accounting. This includes for purposes of measuring the following:

- Net OPEB Liability (Asset),
- Deferred Outflows of Resources and Deferred Inflows of Resources related to OPEBs, and
- OPEB Expense (Revenue).

Information about the fiduciary net position of the LRLIF and additions to/deductions from LRLIF's fiduciary net position have been determined on the same basis as they are reported by LRLIF. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
GREEN BAY, WISCONSIN
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

**D. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position
(Continued)**

12. Net Position

Equity is classified as net position and displayed in three components:

- **Net investment in capital assets.** Amount of capital assets, net of accumulated depreciation/amortization, and capital related deferred outflows of resources less outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets and any capital related deferred inflows of resources.
- **Restricted net position.** Amount of net position that is subject to restrictions that are imposed by 1) external groups, such as creditors, grantors, contributors or laws or regulations of other governments or 2) law through constitutional provisions or enabling legislation.
- **Unrestricted net position.** Net position that is neither classified as restricted nor as net investment in capital assets.

13. Capital Contributions

Capital contributions consist of interceptor capacity charges, contributed capital assets, and federal and state grants received to pay a portion of the construction costs of the wastewater treatment facility.

E. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
GREEN BAY, WISCONSIN
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023**

NOTE 2 DETAILED NOTES ON ALL FUNDS

A. Cash and Investments

The GBMSD maintains various cash and investment accounts which are displayed on the financial statements as "Cash and investments".

Invested cash consists of deposits and investments that are restricted by Wisconsin Statutes to the following:

Time deposits; repurchase agreements; securities issued by federal, state, and local governmental entities; statutorily authorized commercial paper and corporate securities; and the Wisconsin local government investment pool.

The carrying amount of the GBMSD's cash and investments totaled \$108,449,011 and \$103,502,455 on December 31, 2024 and 2023, respectively, as summarized below:

	2024	2023
Deposits with Financial Institutions	\$ 44,943,760	\$ 43,061,230
Investments	63,505,251	60,441,225
Total	<u>\$ 108,449,011</u>	<u>\$ 103,502,455</u>

Reconciliation to the financial statements:

	2024	2023
Statement of Net Position:		
Cash and Investments	\$ 58,396,772	\$ 53,984,128
Restricted Cash	30,176,867	33,856,621
Restricted Investments	19,875,372	15,661,706
Total	<u>\$ 108,449,011</u>	<u>\$ 103,502,455</u>

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
GREEN BAY, WISCONSIN
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023**

NOTE 2 DETAILED NOTES ON ALL FUNDS (CONTINUED)

A. Cash and Investments (Continued)

Fair Value Measurements

The GBMSD categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant observable inputs; Level 3 inputs are significant unobservable inputs.

The GBMSD has the following fair value measurements as of December 31, 2024:

	Fair Value Measurements Using:		
	Level 1	Level 2	Level 3
Investments:			
U.S. Treasury Notes	\$ -	\$ 37,508,854	\$ -
Money Market Funds	25,996,397	-	-
Total	<u>\$ 25,996,397</u>	<u>\$ 37,508,854</u>	<u>\$ -</u>

The GBMSD has the following fair value measurements as of December 31, 2023:

	Fair Value Measurements Using:		
	Level 1	Level 2	Level 3
Investments:			
U.S. Treasury Notes	\$ -	\$ 28,880,938	\$ -
Money Market Funds	31,560,287	-	-
Total	<u>\$ 31,560,287</u>	<u>\$ 28,880,938</u>	<u>\$ -</u>

Deposits and investments of the GBMSD are subject to various risks. Presented below is a discussion of the GBMSD's deposits and investments and the related risks.

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
GREEN BAY, WISCONSIN
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023**

NOTE 2 DETAILED NOTES ON ALL FUNDS (CONTINUED)

A. Cash and Investments (Continued)

Custodial Credit Risk

Custodial credit risk for *deposits* is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for *investments* is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. Wisconsin Statutes require repurchase agreements to be fully collateralized by bonds or securities issued or guaranteed by the federal government or its instrumentalities. The GBMSD does not have an additional custodial credit policy.

Deposits with financial institutions within the state of Wisconsin are insured by the Federal Deposit Insurance Corporation (FDIC) in the amount of \$250,000 for the combined amount of all time and savings deposits and \$250,000 for interest-bearing and noninterest-bearing demand deposits per official custodian per insured depository institution. Deposits with financial institutions located outside the state of Wisconsin are insured by the FDIC in the amount of \$250,000 for the combined amount of all deposit accounts per official custodian per depository institution. Also, the state of Wisconsin has a State Guarantee Fund which provides a maximum of \$1,000,000 per public depository above the amount provided by an agency of the U.S. Government. However, due to the relatively small size of the State Guarantee Fund in relation to the Fund's total coverage, total recovery of insured losses may not be available. This coverage has been considered in determining custodial credit risk.

As of December 31, 2024 and 2023, \$43,622,094 and \$42,287,107, respectively, of the GBMSD's deposits with financial institutions were in excess of federal and state depository insurance limits. GBMSD's financial institution's trust department pledged collateral with a fair value of \$43,622,094 as of December 31, 2024 and \$42,287,107 as of December 31, 2023.

Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Wisconsin Statutes limit investment in securities to the top two ratings assigned by nationally recognized statistical rating organizations.

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
GREEN BAY, WISCONSIN
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023**

NOTE 2 DETAILED NOTES ON ALL FUNDS (CONTINUED)

A. Cash and Investments (Continued)

Credit Risk (Continued)

Presented below is the actual rating as of December 31, 2024 for each investment type.

Investment Type	Amount	Exempt from Disclosure	AAA	AA	Not Rated
U.S. Treasury Notes	\$ 37,508,854	\$ 37,508,854	\$ -	\$ -	\$ -
Money Market Funds	25,996,397	-	-	-	25,996,397
Totals	<u>\$ 63,505,251</u>	<u>\$ 37,508,854</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 25,996,397</u>

Presented below is the actual rating as of December 31, 2023 for each investment type.

Investment Type	Amount	Exempt from Disclosure	AAA	AA	Not Rated
U.S. Treasury Notes	\$ 28,880,938	\$ 28,880,938	\$ -	\$ -	\$ -
Money Market Funds	31,560,287	-	-	-	31,560,287
Totals	<u>\$ 60,441,225</u>	<u>\$ 28,880,938</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 31,560,287</u>

Concentration of Credit Risk

The investment policy of the GBMSD allows that no more than 50% of its total investment portfolio can be invested in any one issuer, other than U.S. agency obligations, U.S. Treasury obligations, certificates of deposit, and authorized pools. At December 31, 2024 and 2023, the GBMSD had no investments in any one issuer that represent 5% or more of total GBMSD investments.

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. One of the ways that the GBMSD manages its exposure to interest rate risk is by purchasing a combination of shorter term and longer term investments and by timing cash flows from maturities so that a portion of the portfolio is maturing or coming close to maturity evenly over time as necessary to provide the cash flow and liquidity needed for operations. In accordance with its investment policy, the GBMSD manages its exposure to declines in fair values by limiting the maximum maturity dates as follows:

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
GREEN BAY, WISCONSIN
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023**

NOTE 2 DETAILED NOTES ON ALL FUNDS (CONTINUED)

A. Cash and Investments (Continued)

Interest Rate Risk (Continued)

- No more than 80% will have a maturity date greater than two years from purchase.
- No more than 50% will have a maturity date greater than three years from purchase.
- No more than 30% will have a maturity date greater than four years from purchase.
- No more than 20% will have a maturity date greater than five years from purchase.
- No more than 10% will have a maturity date greater than six years from purchase.

Information about the sensitivity of the fair values of the GBMSD's investments to market interest rate fluctuations is provided by the following tables.

As of December 31, 2024, GBMSD had the following investments and maturities:

Investment Type	Amount	Remaining Maturity (in Months)			
		12 Months or Less	13 to 24 Months	25 to 60 Months	More Than 60 Months
U.S. Treasury Notes	\$ 37,508,854	\$ 9,827,760	\$ 13,814,141	\$ 13,866,953	\$ -
Money Market Funds	25,996,397	25,996,397			-
Totals	<u>\$ 63,505,251</u>	<u>\$ 35,824,157</u>	<u>\$ 13,814,141</u>	<u>\$ 13,866,953</u>	<u>\$ -</u>

As of December 31, 2023, GBMSD had the following investments and maturities:

Investment Type	Amount	Remaining Maturity (in Months)			
		12 Months or Less	13 to 24 Months	25 to 60 Months	More Than 60 Months
U.S. Treasury Notes	\$ 28,880,938	\$ 9,865,548	\$ 11,397,656	\$ 7,617,734	\$ -
Money Market Funds	31,560,287	31,560,287	-	-	-
Totals	<u>\$ 60,441,225</u>	<u>\$ 41,425,835</u>	<u>\$ 11,397,656</u>	<u>\$ 7,617,734</u>	<u>\$ -</u>

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
GREEN BAY, WISCONSIN
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023**

NOTE 2 DETAILED NOTES ON ALL FUNDS (CONTINUED)

B. Restricted Assets

Restricted assets on December 31, 2024 totaled \$51,520,834 held for the following purposes:

	Equipment and Interceptor Replacement	Debt Retirement	Total
Cash, Cash Equivalents, and Investments	\$ 28,464,011	\$ 21,588,228	\$ 50,052,239
Receivables:			
Accrued Interest Receivable	363,558	-	363,558
Accounts Receivable	35	-	35
Interceptor Cost Recovery	1,105,002	-	1,105,002
Total	<u>\$ 29,932,606</u>	<u>\$ 21,588,228</u>	<u>\$ 51,520,834</u>

Restricted assets on December 31, 2023 totaled \$51,564,151 held for the following purposes:

	Equipment and Interceptor Replacement	Debt Retirement	Total
Cash, Cash Equivalents, and Investments	\$ 28,401,535	\$ 21,116,792	\$ 49,518,327
Receivables:			
Accrued Interest Receivable	280,881	-	280,881
Accounts Receivable	294,479	-	294,479
Interceptor Cost Recovery	1,470,464	-	1,470,464
Total	<u>\$ 30,447,359</u>	<u>\$ 21,116,792</u>	<u>\$ 51,564,151</u>

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
GREEN BAY, WISCONSIN
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023**

NOTE 2 DETAILED NOTES ON ALL FUNDS (CONTINUED)

B. Restricted Assets (Continued)

	<u>Purpose</u>
Equipment Replacement Account	As a condition of receiving state and federal funds for wastewater treatment facility construction, the GBMSD has established an account for replacement of mechanical equipment during the life of the facility.
Interceptor Replacement Account	The interceptor cost recovery receivables and payments are kept in a separate restricted account to pay any debt incurred in connection with the construction and also repair and replacement of interceptor facilities.
Debt Retirement Account	In order to allow the GBMSD to abate levying a tax for debt service, the GBMSD maintains cash and investments in a sinking fund in an amount no less than what is required to meet the balance of the current year debt service requirements plus the subsequent year's debt service requirements.
Construction Account	Used to report debt proceeds or other financial resources available for use in construction projects.

C. Interceptor Cost Recovery Receivable

The GBMSD has agreements with various municipal customers in which the municipalities have agreed to reimburse the GBMSD for the cost of interceptors owned by the GBMSD whose capacity has been allocated to the municipalities.

Annual repayments on the receivables for the year ended December 31, 2024 are as follows:

<u>Year Ending December 31,</u>	<u>Amount</u>
2025	\$ 222,337
2026	46,584
2027	47,908
2028	49,269
2029	50,669
2030-2034	275,801
2035-2039	302,894
2040-2041	109,540
Total	<u>\$ 1,105,002</u>

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
GREEN BAY, WISCONSIN
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023**

NOTE 2 DETAILED NOTES ON ALL FUNDS (CONTINUED)

D. Capital Assets

Capital asset activity for the year ended December 31, 2024 was as follows:

	Beginning Balance	Additions	Retirements	Ending Balance
Construction in Progress				
Capital Assets, Nondepreciable	\$ 18,326,598	\$ 17,618,688	\$ 10,940,101	\$ 25,005,185
Wastewater Treatment Facilities				
Capital Assets, Nondepreciable				
Land	706,857	-	-	706,857
Capital Assets, Depreciable/Amortizable				
Land Improvements	11,286,584	1,396,905		12,683,489
Structures	146,311,746	272,396	150,482	146,433,660
Machinery and Equipment	200,029,249	8,848,716	114,669	208,763,296
Furniture and Fixtures	2,279,900		80,785	2,199,115
Autos and Trucks	960,492	165,622	62,405	1,063,709
Amortizable Assets	2,751,100	118,188	3,620	2,865,668
Subtotals	363,619,071	10,801,827	411,961	374,008,937
Less Accumulated Depreciation/Amortization for:				
Land Improvements	4,493,973	430,608		4,924,581
Structures	59,948,867	3,346,213	78,661	63,216,419
Machinery and Equipment	77,153,053	7,638,724	57,211	84,734,566
Furniture and Fixtures	1,300,128	74,933	80,785	1,294,276
Autos and Trucks	584,616	35,640	62,405	557,851
Amortizable Assets	2,250,480	173,260	3,621	2,420,119
Subtotals	145,731,117	11,699,378	282,683	157,147,812
Total Capital Assets, Depreciable/Amortizable, Net	217,887,954	(897,551)	129,278	216,861,125
Total Wastewater Treatment Facilities, Net	218,594,811	(897,551)	129,278	217,567,982
Interceptor Sewers				
Capital Assets, Depreciable				
Structures	3,107,876	259,007	79,201	3,287,682
Interceptors	108,769,318	699,269	622,728	108,845,859
Subtotals	111,877,194	958,276	701,929	112,133,541
Less Accumulated Depreciation for:				
Structures	1,955,371	81,444	78,344	1,958,471
Interceptors	30,345,481	1,845,132	321,056	31,869,557
Subtotals	32,300,852	1,926,576	399,400	33,828,028
Total Capital Assets, Depreciable, Net	79,576,342	(968,300)	302,529	78,305,513
Total Interceptor Sewers, Net	79,576,342	(968,300)	302,529	78,305,513
Total Capital Assets, Net	\$ 316,497,751	\$ 15,752,837	\$ 11,371,908	\$ 320,878,680

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
GREEN BAY, WISCONSIN
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023**

NOTE 2 DETAILED NOTES ON ALL FUNDS (CONTINUED)

D. Capital Assets (Continued)

Capital asset activity for the year ended December 31, 2023 was as follows:

	Beginning Balance	Additions	Retirements	Ending Balance
Construction in Progress				
Capital Assets, Nondepreciable	\$ 13,059,855	\$ 9,955,164	\$ 4,688,421	\$ 18,326,598
Wastewater Treatment Facilities				
Capital Assets, Nondepreciable				
Land	706,857	-	-	706,857
Capital Assets, Depreciable/Amortizable				
Land Improvements	11,437,634	-	151,050	11,286,584
Structures	146,106,892	309,847	104,993	146,311,746
Machinery and Equipment	198,279,120	3,374,493	1,624,364	200,029,249
Furniture and Fixtures	2,143,745	151,793	15,638	2,279,900
Autos and Trucks	960,492	-	-	960,492
Amortizable Assets	2,795,155	-	44,055	2,751,100
Subtotals	361,723,038	3,836,133	1,940,100	363,619,071
Less Accumulated Depreciation/Amortization for:				
Land Improvements	4,059,282	434,995	304	4,493,973
Structures	56,601,886	3,451,974	104,993	59,948,867
Machinery and Equipment	70,341,279	7,588,335	776,561	77,153,053
Furniture and Fixtures	1,243,363	72,404	15,639	1,300,128
Autos and Trucks	563,900	20,716	-	584,616
Amortizable Assets	2,102,739	191,796	44,055	2,250,480
Subtotals	134,912,449	11,760,220	941,552	145,731,117
Total Capital Assets, Depreciable/Amortizable, Net	226,810,589	(7,924,087)	998,548	217,887,954
Total Wastewater Treatment Facilities, Net	227,517,446	(7,924,087)	998,548	218,594,811
Interceptor Sewers				
Capital Assets, Depreciable				
Structures	3,107,876	-	-	3,107,876
Interceptors	107,915,727	855,939	2,348	108,769,318
Subtotals	111,023,603	855,939	2,348	111,877,194
Less Accumulated Depreciation for:				
Structures	1,882,729	72,642	-	1,955,371
Interceptors	28,505,620	1,842,209	2,348	30,348,177
Subtotals	30,388,349	1,914,851	2,348	32,303,548
Total Capital Assets, Depreciable, Net	80,635,254	(1,058,912)	-	79,576,342
Total Interceptor Sewers, Net	80,635,254	(1,058,912)	-	79,576,342
Total Capital Assets, Net	\$ 321,212,555	\$ 972,165	\$ 5,686,969	\$ 316,497,751

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
GREEN BAY, WISCONSIN
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023**

NOTE 2 DETAILED NOTES ON ALL FUNDS (CONTINUED)

E. Long-Term Obligations

The following is a summary of changes in long-term obligations of the GBMSD for the year ended December 31, 2024:

	Beginning Balance	Issued	Retired	Ending Balance	Due Within One Year
Notes from Direct Borrowings					
Clean Water Fund	\$ 140,151,115	\$ 14,149,744	\$ 11,616,875	\$ 142,683,984	\$ 11,348,244
G.O. Bonds - Bonded	25,535,000	-	895,000	24,640,000	925,000
G.O. Notes - Bonded	569,073	-	132,032	437,041	138,633
Total	166,255,188	14,149,744	12,643,907	167,761,025	12,411,877
Debt Premium	285,469	-	40,888	244,581	-
Compensated Absences	2,415,300	148,471	-	2,563,771	640,943
Total Long-Term Obligations	<u>\$ 168,955,957</u>	<u>\$ 14,298,215</u>	<u>\$ 12,684,795</u>	<u>\$ 170,569,377</u>	<u>\$ 13,052,820</u>

The following is a summary of changes in long-term obligations of the GBMSD for the year ended December 31, 2023:

	Beginning Balance	Issued	Retired	Ending Balance	Due Within One Year
Notes from Direct Borrowings					
Clean Water Fund	\$ 149,998,299	\$ 1,479,060	\$ 11,326,244	\$ 140,151,115	\$ 11,616,875
G.O. Bonds - Bonded	26,405,000	-	870,000	25,535,000	895,000
G.O. Notes - Bonded	694,817	-	125,744	569,073	132,032
Total	177,098,116	1,479,060	12,321,988	166,255,188	12,643,907
Debt Premium	326,357	-	40,888	285,469	-
Compensated Absences	2,295,162	703,166	583,028	2,415,300	617,393
Total Long-Term Obligations	<u>\$ 179,719,635</u>	<u>\$ 2,182,226</u>	<u>\$ 12,945,904</u>	<u>\$ 168,955,957</u>	<u>\$ 13,261,300</u>

Total interest paid on long-term debt during the years ended December 31, 2024 and 2023 totaled \$3,722,594 and \$3,727,080, respectively.

Clean Water Fund Loan Programs

The District's outstanding notes from direct borrowings of \$142,683,984 contain the following provisions in the event of a default: 1) Wisconsin Department of Administration can deduct amounts due from any state payments due to the District or add the amounts due as a special charge to the property taxes apportioned; 2) may appoint a receiver for the Program's benefit; 3) may declare the principal amount immediately due and payable; 4) may enforce any right or obligation under the financing agreement including the right to seek specific performance or mandamus; and 5) may increase the interest rate set forth in the financing agreement to the market interest rate.

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
GREEN BAY, WISCONSIN
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023**

NOTE 2 DETAILED NOTES ON ALL FUNDS (CONTINUED)

E. Long-Term Obligations (Continued)

Clean Water Fund Loan Programs (Continued)

General Obligation Debt

General obligation debt currently outstanding is detailed as follows:

	Date of Issue	Final Maturity	Interest Rates	Original Indebtedness	Balance	
					12/31/24	12/31/23
Clean Water Fund	12/08/04	05/01/24	2.365%	\$ 5,347,693	\$ -	\$ 348,033
Clean Water Fund	04/13/05	05/01/24	2.365%	2,761,525	-	180,497
General Obligation Notes	12/28/07	12/28/27	5.000%	2,000,000	437,041	569,073
Clean Water Fund	03/11/09	05/01/28	2.668%	9,861,264	2,510,512	3,097,902
Clean Water Fund	12/09/09	05/01/29	2.910%	4,211,341	1,395,833	1,651,770
Clean Water Fund	12/09/09	05/01/29	2.910%	12,821,922	4,090,035	4,839,976
Clean Water Fund	11/10/10	05/01/30	2.400%	3,421,382	1,206,062	1,390,909
Clean Water Fund	12/22/10	05/01/30	2.400%	3,246,148	1,161,797	1,339,860
Clean Water Fund	12/12/12	05/01/32	2.625%	2,891,810	1,345,053	1,494,416
Clean Water Fund	04/10/13	05/01/32	2.625%	3,086,300	1,486,165	1,651,199
Clean Water Fund	01/08/14	05/01/33	2.625%	4,153,498	2,167,468	2,378,560
Clean Water Fund	08/13/14	05/01/34	2.625%	15,209,242	8,609,595	9,354,135
Clean Water Fund	10/14/15	05/01/35	0.02061	138,880,269	83,569,576	90,277,579
Clean Water Fund	12/23/15	05/01/35	2.275%	1,789,477	1,097,630	1,184,596
General Obligation Bonds	03/01/18	05/01/28	2.00 - 5.00%	6,505,000	2,870,000	3,520,000
Clean Water Fund	09/11/19	05/01/39	1.760%	13,543,329	11,200,743	11,848,341
General Obligation Bonds	05/27/20	11/01/38	2.00-2.50%	22,720,000	21,770,000	22,015,000
Clean Water Fund	11/10/21	05/01/41	1.56%	9,012,762	8,503,361	8,638,318
Clean Water Fund	12/13/23	05/01/43	2.15%	475,024	12,267,086	475,024
Clean Water Fund	11/13/24	05/01/44	2.20%	26,980,051	1,016,661	-
Clean Water Fund	11/13/24	05/01/44	2.20%	2,853,185	1,056,407	-
Total Outstanding General Obligation Debt					<u>\$ 167,761,025</u>	<u>\$ 166,255,188</u>

The District has authorized clean water fund debt of \$311,645,135, with total disbursed of \$227,092,205 as of December 31, 2024.

Annual principal and interest maturities of the outstanding general obligation debt of \$167,761,025 on December 31, 2024 are detailed below:

Year Ending December 31,	Notes from Direct Borrowings		Bonded		Total
	Principal	Interest	Principal	Interest	
2025	\$ 11,348,244	\$ 2,898,693	\$ 1,063,633	\$ 585,431	\$ 15,896,001
2026	11,599,167	2,646,875	1,100,565	552,799	15,899,406
2027	12,509,876	2,380,333	1,142,843	518,896	16,551,948
2028	12,836,318	2,100,180	1,025,000	476,054	16,437,552
2029	12,450,105	1,822,079	1,355,000	440,854	16,068,038
2030-2034	57,273,831	5,412,373	11,220,000	1,561,264	75,467,468
2035-2039	19,575,064	1,126,520	8,170,000	389,366	29,260,950
2040-2044	5,091,379	198,545	-	-	5,289,924
Total	<u>\$ 142,683,984</u>	<u>\$ 18,585,598</u>	<u>\$ 25,077,041</u>	<u>\$ 4,524,663</u>	<u>\$ 190,871,286</u>

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
GREEN BAY, WISCONSIN
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023**

NOTE 2 DETAILED NOTES ON ALL FUNDS (CONTINUED)

E. Long-Term Obligations (Continued)

Clean Water Fund Loan Programs (Continued)

Legal Margin for New Debt

GBMSD's legal margin for creation of additional general obligation debt on December 31, 2024 was \$1,522,995,973 as follows:

Equalized Valuation of GBMSD	\$ 33,815,139,956
Statutory Limitation Percentage	(x) 5%
General Obligation Debt Limitation, Per Section 67.03 of the Wisconsin Statutes	1,690,756,998
Total Outstanding General Obligation Debt Applicable to Debt Limitation	167,761,025
Legal Margin for New Debt	<u><u>\$ 1,522,995,973</u></u>

Debt Defeasance

In prior years, the District advance refunded a general obligation bond issue from 2013. The District issued \$22,720,000 of taxable general obligation refunding bonds to provide resources to purchase U.S. Government Securities that were placed in an irrevocable trust for the purpose of generating resources for all future debt service payments of the refunded debt.

As of December 31, 2024 and 2023, \$20,000,000 of outstanding general obligation bonds are considered to be defeased.

F. Pension Plan

1. Plan Description

The WRS is a cost-sharing, multiple-employer defined benefit pension plan. WRS benefits and other plan provisions are established by Chapter 40 of the Wisconsin Statutes. Benefit terms may only be modified by the legislature. The retirement system is administered by the Wisconsin Department of Employee Trust Funds (ETF). The system provides coverage to all eligible State of Wisconsin, local government and other public employees. All employees, initially employed by a participating WRS employer on or after July 1, 2011, expected to work at least 1200 hours a year (880 hours for teachers and school district educational support employees) and expected to be employed for at least one year from employee's date of hire are eligible to participate in the WRS.

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
GREEN BAY, WISCONSIN
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023**

NOTE 2 DETAILED NOTES ON ALL FUNDS (CONTINUED)

F. Pension Plan (Continued)

1. Plan Description (Continued)

ETF issues a standalone Annual Comprehensive Financial Report (ACFR), which can be found at <https://etf.wi.gov/about-etf/reports-and-studies/financial-reports-and-statements>.

Vesting

For employees beginning participation on or after January 1, 1990, and no longer actively employed on or after April 24, 1998, creditable service in each of five years is required for eligibility for a retirement annuity. Participants employed prior to 1990 and on or after April 24, 1998, and prior to July 1, 2011, are immediately vested. Participants who initially became WRS eligible on or after July 1, 2011, must have five years of creditable service to be vested.

Benefits Provided

Employees who retire at or after age 65 (54 for protective occupations, 62 for elected officials and executive service retirement plan participants, if hired on or before December 31, 2016) are entitled to a retirement benefit based on a formula factor, their final average earnings, and creditable service.

Final average earnings is the average of the participant's three highest earnings periods. Creditable service includes current service and prior service for which a participant received earnings and made contributions as required. Creditable service also includes creditable military service. The retirement benefit will be calculated as a money purchase benefit based on the employee's contributions plus matching employer's contributions, with interest, if that benefit is higher than the formula benefit.

Vested participants may retire at or after age 55 (50 for protective occupations) and receive an actuarially-reduced benefit. Participants terminating covered employment prior to eligibility for an annuity may either receive employee-required contributions plus interest as a separation benefit or leave contributions on deposit and defer application until eligible to receive a retirement benefit.

The WRS also provides death and disability benefits for employees.

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
GREEN BAY, WISCONSIN
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023**

NOTE 2 DETAILED NOTES ON ALL FUNDS (CONTINUED)

F. Pension Plan (Continued)

2. Postretirement Adjustments

The Employee Trust Funds Board may periodically adjust annuity payments from the retirement system based on annual investment performance in accordance with s. 40.27, Wis. Stat. An increase (or decrease) in annuity payments may result when investment gains (losses), together with other actuarial experience factors, create a surplus (shortfall) in the reserves, as determined by the system's consulting actuary. Annuity increases are not based on cost of living or other similar factors. For Core annuities, decreases may be applied only to previously granted increases. By law, Core annuities cannot be reduced to an amount below the original, guaranteed amount (the "floor") set at retirement. The Core and Variable annuity adjustments granted during recent years are as follows:

Year	Core Fund Adjustment (%)	Variable Fund Adjustment (%)
2014	4.7	25
2015	2.9	2
2016	0.5	(5)
2017	2	4
2018	2.4	17
2019	0.0	(10)
2020	1.7	21
2021	5.1	13
2022	7.4	15
2023	1.6	(21)

3. Contributions

Required contributions are determined by an annual actuarial valuation in accordance with Chapter 40 of the Wisconsin Statutes. The employee required contribution is one-half of the actuarially determined contribution rate for general category employees, including teachers, Executives and Elected Officials. Starting on January 1, 2016, the Executives and Elected Officials category was merged into the General Employee Category. Required contributions for protective employees are the same rate as general employees. Employers are required to contribute the remainder of the actuarially determined contribution rate. The employer may not pay the employee required contribution unless provided for by an existing collective bargaining agreement.

During the years ending December 31, 2024 and 2023, the WRS recognized \$646,072 and \$619,183, respectively, in contributions from the GBMSD.

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
GREEN BAY, WISCONSIN
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023**

NOTE 2 DETAILED NOTES ON ALL FUNDS (CONTINUED)

F. Pension Plan (Continued)

3. Contributions (Continued)

Contribution rates for the reporting period are:

Employee Category	Employee	Employer
General (including teachers, executives, and elected officials)	6.90%	6.90%
Protective with Social Security	6.90%	14.30%
Protective without Social Security	6.90%	19.10%

4. Pension Assets, Liabilities, Pension Expense (Revenue), and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At December 31, 2024 and 2023, the GBMSD reported a pension liability (asset) of \$711,010 and \$2,628,935, respectively, for its proportionate share of the net pension liability. The net pension liability (asset) was measured as of December 31, 2024 and 2023, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of December 31, 2022 and 2021 rolled forward to December 31, 2023 and 2022. No material changes in assumptions or benefit terms occurred between the actuarial valuation date and the measurement date. The GBMSD's proportion of the net pension liability was based on the GBMSD's share of contributions to the pension plan relative to the contributions of all participating employers. At December 31, 2023, the GBMSD's proportion was 0.04782131%, which was a decrease of 0.00180274% from its proportion measured as of December 31, 2022. At December 31, 2022, the GBMSD's proportion was 0.04962405%, which was a decrease of 0.00044632% from its proportion measured as of December 31, 2021.

For the years ended December 31, 2024 and 2023, GBMSD recognized pension expense (revenue) of \$497,650 and \$1,338,808, respectively.

At December 31, 2024 and 2023, the GBMSD reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	December 31, 2024		December 31, 2023	
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Experience	\$ 2,866,785	\$ 3,797,075	\$ 4,187,077	\$ 5,500,881
Net Differences Between Projected and Actual Earnings on Pension Plan Investments	2,477,755	-	4,465,954	-
Changes in Assumptions	309,908	-	516,957	-
Changes in Proportion and Differences Between Employer Contributions and Proportionate Share of Contributions	21,781	11,268	11,148	16,664
Employer Contributions Subsequent to the Measurement Date	646,072	-	619,183	-
Total	<u>\$ 6,322,301</u>	<u>\$ 3,808,343</u>	<u>\$ 9,800,319</u>	<u>\$ 5,517,545</u>

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
GREEN BAY, WISCONSIN
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023**

NOTE 2 DETAILED NOTES ON ALL FUNDS (CONTINUED)

F. Pension Plan (Continued)

4. Pension Assets, Liabilities, Pension Expense (Revenue), and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (Continued)

\$646,072 reported as deferred outflows related to pension resulting from the GBMSD's contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended December 31, 2025. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pension will be recognized in pension expense as follows:

<u>Year Ending December 31,</u>	<u>Amount</u>
2025	\$ 384,106
2026	399,870
2027	1,558,677
2028	(474,767)
Total	<u>\$ 1,867,886</u>

5. Actuarial Assumptions

The total pension liability in the December 31, 2022, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Actuarial Valuation Date:	December 31, 2022
Measurement Date of Net Pension Liability (Asset):	December 31, 2023
Experience Study:	January 1, 2018 - December 31, 2020 Published November 19, 2021
Actuarial Cost Method:	Entry Age Normal
Asset Valuation Method:	Fair Value
Long-Term Expected Rate of Return:	6.8%
Discount Rate:	6.8%
Salary Increases:	
Wage Inflation	3.0%
Seniority/Merit	0.1% - 5.6%
Mortality	2020 WRS Experience Mortality Table
Postretirement Adjustments*	1.7%

* No postretirement adjustment is guaranteed. Actual adjustments are based on recognized investment return, actuarial experience and other factors. 1.9% is the assumed annual adjustment based on the investment return assumption and the postretirement discount rate.

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
GREEN BAY, WISCONSIN
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023**

NOTE 2 DETAILED NOTES ON ALL FUNDS (CONTINUED)

F. Pension Plan (Continued)

5. Actuarial Assumptions (Continued)

Actuarial assumptions are based upon an experience study conducted in 2021 that covered a three-year period from January 1, 2018 to December 31, 2020. The total pension liability for December 31, 2023 is based upon a roll-forward of the liability calculated from the December 31, 2022 actuarial valuation.

Long-Term Expected Return on Plan Assets. The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

	Current Asset Allocation %	Long-Term Expected Nominal Rate of Return %	Long-Term Expected Real Rate of Return %
<u>Core Fund Asset Class</u>			
Public Equity	40%	7.3%	4.5%
Public Fixed Income	27%	5.8%	3.0%
Inflation Sensitive	19%	4.4%	1.7%
Real Estate	8%	5.8%	3.0%
Private Equity/Debt	18%	9.6%	6.7%
Leverage	-12%	3.7%	1.0%
Total Core Fund	100%	7.4%	4.6%
<u>Variable Fund Asset</u>			
U.S. Equities	70%	6.8%	4.0%
International Equities	30%	7.6%	4.8%
Total Variable Fund	100%	7.3%	4.5%

New England Pension Consultants Long-Term U.S. CPI (Inflation) Forecast: 2.7%

Asset Allocations are managed within established ranges, target percentages may differ from actual monthly allocations.

The investment policy used for the Core Fund involves reducing equity exposure by leveraging lower-volatility assets, such as fixed income securities. Currently, an asset allocation target of 12% policy leverage is used, subject to an allowable range of up to 20%.

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
GREEN BAY, WISCONSIN
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023**

NOTE 2 DETAILED NOTES ON ALL FUNDS (CONTINUED)

F. Pension Plan (Continued)

5. Actuarial Assumptions (Continued)

Single Discount Rate. A single discount rate of 6.80% was used to measure the total pension liability, for the current and prior year. The discount rate was based on the expected rate of return on pension plan investments of 6.80% and a municipal bond rate of 3.77% (Source: Fixed-income municipal bonds with 20 years to maturity that include only federally tax-exempt municipal bonds as reported in Fidelity Index's "20-year Municipal GO AA Index" as of December 31, 2023. In describing this index, Fidelity notes that the Municipal Curves are constructed using option-adjusted analytics of a diverse population of over 10,000 tax-exempt securities.). Because of the unique structure of WRS, the 6.80% expected rate of return implies that a dividend of approximately 1.7% will always be paid. For purposes of the single discount rate, it was assumed that the dividend would always be paid. The projection of cash flows used to determine this single discount rate assumed that plan members contributions will be made at the current contribution rate and that employer contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments (including expected dividends) of current plan members. Therefore, the municipal bond rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
GREEN BAY, WISCONSIN
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023**

NOTE 2 DETAILED NOTES ON ALL FUNDS (CONTINUED)

F. Pension Plan (Continued)

5. Actuarial Assumptions (Continued)

Sensitivity of the GBMSD's proportionate share of the net pension liability (asset) to changes in the discount rate. The following presents the GBMSD's proportionate share of the net pension liability (asset) calculated using the discount rate of 6.80%, as well as what the GBMSD's proportionate share of the net pension liability (asset) would be if it were calculated using a discount rate that is 1-percentage-point lower (5.80%) or 1-percentage-point higher (7.80%) than the current rate:

	2024		
	1% Decrease to Discount Rate (5.80%)	Current Discount Rate (6.80%)	1% Increase to Discount Rate (7.80%)
GBMSD's Proportionate Share of the Net Pension Liability (Asset) December 31, 2023	\$ 6,872,256	\$ 711,010	\$ (3,600,274)

	2023		
	1% Decrease to Discount Rate (5.80%)	Current Discount Rate (6.80%)	1% Increase to Discount Rate (7.80%)
GBMSD's Proportionate Share of the Net Pension Liability (Asset) December 31, 2022	\$ 8,725,350	\$ 2,628,935	\$ (1,564,875)

Pension Plan Fiduciary Net Position. Detailed information about the pension plan's fiduciary net position is available in separately issued financial statements available at <https://etf.wi.gov/about-etf/reports-and-studies/financial-reports-and-statements>.

6. Payables to the Pension Plan

At December 31, 2024 and 2023, the GBMSD reported a payable of \$118,752 and \$116,482, respectively, for the outstanding amount of contributions to the pension plan for the years ended December 31, 2024 and 2023, respectively.

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
GREEN BAY, WISCONSIN
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023**

NOTE 2 DETAILED NOTES ON ALL FUNDS (CONTINUED)

G. Other Postemployment Benefits

Local Retiree Life Insurance Fund

Plan Description

The LRLIF is a multiple-employer defined benefit OPEB plan. LRLIF benefits and other plan provisions are established by Chapter 40 of the Wisconsin Statutes. The Wisconsin Department of Employee Trust Funds (ETF) and the Group Insurance Board have statutory authority for program administration and oversight. The plan provides postemployment life insurance benefits for all eligible members.

OPEB Plan Fiduciary Net Position

ETF issues a standalone Annual Comprehensive Financial Report (ACFR), which can be found at <https://etf.wi.gov/about-etf/reports-and-studies/financial-reports-and-statements>.

Additionally, EFT issued a standalone Retiree Life Insurance Financial Report, which can also be found using the link above.

Benefits Provided

The LRLIF plan provides fully paid up life insurance benefits for post-age 64 retired members and pre-65 retirees who pay for their coverage.

Contributions

The Group Insurance Board approves contribution rates annually, based on recommendations from the insurance carrier. Recommended rates are based on an annual valuation, taking into consideration an estimate of the present value of future benefits and the present value of future contributions. A portion of employer contributions made during a member's working lifetime funds a post-retirement benefit.

Employers are required to pay the following contributions based on member contributions for active members to provide them with Basic Coverage after age 65. There are no employer contributions required for pre-age 65 annuitant coverage. If a member retires prior to age 65, they must continue paying the member premiums until age 65 in order to be eligible for the benefit after age 65.

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
GREEN BAY, WISCONSIN
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023**

NOTE 2 DETAILED NOTES ON ALL FUNDS (CONTINUED)

G. Other Postemployment Benefits (Continued)

Local Retiree Life Insurance Fund (Continued)

Contributions (Continued)

Contribution rates as of December 31, 2024 are:

Coverage Type	Employer Contribution
50% Postretirement Coverage	40% of Member Contribution
25% Postretirement Coverage	20% of Member Contribution

Member contributions are based upon nine age bands through age 69 and an additional eight age bands for those age 70 and over. Participating members must pay monthly contribution rates per \$1,000 of coverage until the age of 65 (age 70 if active). The member contribution rates in effect for the year ended December 31, 2023 are listed below:

Life Insurance Member Contribution Rates For the Year Ended December 31, 2023	
Attained Age	Basic
Under 30	\$0.05
30 - 34	0.06
35 - 39	0.07
40 - 44	0.08
45 - 49	0.12
50 - 54	0.22
55 - 59	0.39
60 - 64	0.49
65 - 69	0.57

During the years ending December 31, 2024 and 2023, the LRLIF recognized \$8,299 and \$8,754 in contributions from the employer, respectively.

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
GREEN BAY, WISCONSIN
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023**

NOTE 2 DETAILED NOTES ON ALL FUNDS (CONTINUED)

G. Other Postemployment Benefits (Continued)

Local Retiree Life Insurance Fund (Continued)

OPEB Liabilities, OPEB Expense (Revenue) and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

At December 31, 2024 and 2023, the GBMSD reported a liability of \$1,949,040 and \$1,593,220 for its proportionate share of the net OPEB liability. The net OPEB liability (asset) was measured as of December 31, 2023 and 2022, and the total OPEB liability used to calculate the net OPEB liability (asset) was determined by an actuarial valuation as of January 1, 2023 and 2022 rolled forward to December 31, 2023 and 2022. No material changes in assumptions or benefits terms occurred between the actuarial valuation date and the measurement date. The GBMSD' proportion of the net OPEB liability (asset) was based on the GBMSD' share of contributions to the OPEB plan relative to the contributions of all participating employers. At December 31, 2023, the GBMSD' proportion was 0.42364400%, which was an decrease of 0.00455700% from its proportion measured as of December 31, 2022. At December 31, 2022, the GBMSD' proportion was 0.41818700%, which was an increase of 0.00359800% from its proportion measured as of December 31, 2021.

For the years ended December 31, 2024 and 2023, the GBMSD recognized OPEB expense of \$186,555 and \$192,862, respectively.

At December 31, 2024 and 2023, the GBMSD reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	December 31, 2024		December 31, 2023	
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Experience	\$ -	\$ 172,496	\$ -	\$ 155,922
Net Differences Between Projected and Actual Earnings on OPEB Plan Investments	26,330	-	29,896	-
Changes in Assumptions	609,676	767,490	572,409	940,436
Changes in Proportion and Differences Between Employer Contributions and Proportionate Share of Contributions	176,017	16,950	199,002	27,759
Total	<u>\$ 812,023</u>	<u>\$ 956,936</u>	<u>\$ 801,307</u>	<u>\$ 1,124,117</u>

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
GREEN BAY, WISCONSIN
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023**

NOTE 2 DETAILED NOTES ON ALL FUNDS (CONTINUED)

G. Other Postemployment Benefits (Continued)

Local Retiree Life Insurance Fund (Continued)

OPEB Liabilities, OPEB Expense (Revenue) and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB (Continued)

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

<u>Year Ending December 31,</u>	<u>Amount</u>
2025	\$ 25,072
2026	51,264
2027	(27,165)
2028	(101,991)
2029	(117,941)
Thereafter	25,848
Total	<u>\$ (144,913)</u>

Actuarial assumptions. The total OPEB liability in the January 1, 2023 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

Actuarial Valuation Date:	January 1, 2023
Measurement Date of Net OPEB Liability (Asset):	December 31, 2023
Experience Study:	January 1, 2018 - December 31, 2020 Published November 19, 2021
Actuarial Cost Method:	Entry Age Normal
20-Year Tax-Exempt Municipal Bond Yield: *	3.26%
Long-Term Expected Rate of Return:	4.25%
Discount Rate:	3.32%
Salary Increases:	
Inflation	3.00%
Seniority/Merit	0.1% - 5.6%
Mortality:	2020 WRS Experience Mortality Table

* Based on the Bond Buyers GO 20-Bond Municipal Index

Actuarial assumptions are based upon an experience study conducted in 2021 that covered a three-year period from January 1, 2018 to December 31, 2020. The total OPEB liability for December 31, 2023 is based upon a roll-forward of the liability calculated from the January 1, 2023 actuarial valuation.

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
GREEN BAY, WISCONSIN
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023**

NOTE 2 DETAILED NOTES ON ALL FUNDS (CONTINUED)

G. Other Postemployment Benefits (Continued)

Local Retiree Life Insurance Fund (Continued)

OPEB Liabilities, OPEB Expense (Revenue) and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB (Continued)

Long-term expected return on plan assets. The long-term expected rate of return is determined by adding expected inflation to expected long-term real returns and reflecting expected volatility and correlation. Investments for the LRLIF are held with Securian, the insurance carrier. Interest is calculated and credited to the LRLIF based on the rate of return for a segment of the insurance carriers' general fund, specifically 10-year A- Bonds (as a proxy, and not tied to any specific investments). The overall aggregate interest rate is calculated using a tiered approach based on the year the funds were originally invested and the rate of return for that year. Investment interest is credited based on the aggregate rate of return and assets are not adjusted to fair market value. Furthermore, the insurance carrier guarantees the principal amounts of the reserves, including all interest previously credited thereto.

Asset Class	Index	Target Allocation	Long-Term Expected Geometric Real Rate of Return %
U.S. Intermediate Credit Bonds	Bloomberg U.S. Interim Credit	40%	2.32%
U.S. Mortgages	Bloomberg U.S. MBS	60%	2.52%
Inflation			2.30%
Long-Term Expected Rate of Return			4.25%

Single discount rate. A single discount rate of 3.32% was used to measure the total OPEB liability for the current year, as opposed to a discount rate of 3.76% for the prior year. The significant change in the discount rate was primarily caused by the decrease in the municipal bond rate from 3.72% as of December 31, 2022 to 3.26% as of December 31, 2023. The Plan's fiduciary net position was projected to be insufficient to make all projected future benefit payments of current active and inactive members. Therefore, the discount rate for calculating the Total OPEB Liability is equal to the single equivalent rate that results in the same actuarial present value as the long-term expected rate of return applied to benefit payments, to the extent that the plan's fiduciary net position is projected to be sufficient to make projected benefit payments, and the municipal bond rate applied to benefit payment to the extent that the plan's fiduciary net position is projected to be insufficient. The plan's fiduciary net position was projected to be available to make projected future benefit payments of current plan members through December 31, 2036.

The projection of cash flows used to determine the single discount rate assumed that employer contributions will be made according to the current contribution schedule and that contributions are made by plan members retiring prior to age 65.

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
GREEN BAY, WISCONSIN
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023**

NOTE 2 DETAILED NOTES ON ALL FUNDS (CONTINUED)

G. Other Postemployment Benefits (Continued)

Local Retiree Life Insurance Fund (Continued)

OPEB Liabilities, OPEB Expense (Revenue) and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB (Continued)

Sensitivity of the GBMSD' proportionate share of net OPEB liability (asset) to changes in the discount rate. The following presents the GBMSD's proportionate share of the net OPEB liability (asset) calculated using the discount rate of 3.32%, as well as what the GBMSD's proportionate share of the net OPEB liability (asset) would be if it were calculated using a discount rate that is 1-percentage-point lower (2.32%) or 1-percentage-point higher (4.32%) than the current rate:

		2024		
		1% Decrease to Discount Rate (2.32%)	Current Discount Rate (3.32%)	1% Increase to Discount Rate (4.32%)
District's Proportionate Share of the Net OPEB Liability (Asset) December 31, 2023		\$ 2,618,806	\$ 1,949,040	\$ 1,437,791
		2023		
		1% Decrease to Discount Rate (1.17%)	Current Discount Rate (2.17%)	1% Increase to Discount Rate (3.17%)
District's Proportionate Share of the Net OPEB Liability (Asset) December 31, 2022		\$ 2,172,187	\$ 1,593,220	\$ 1,149,509

Payable to the OPEB Plan

At December 31, 2024 and 2023, the GBMSD reported a payable of \$-0- and \$-0- for the outstanding amount of contributions to the Plan required for the years ended December 31, 2024 and 2023, respectively.

H. Net Position

The GBMSD reports net investment in capital assets at December 31, 2024 and 2023 as follows:

	2024	2023
Capital Assets	\$ 320,878,680	\$ 316,497,751
Less: Capital Related Debt	167,761,025	166,255,188
Less: Debt Premium	244,581	285,469
Less: Capital Related Accounts Payable	1,737,727	5,025,499
Add: Loss on Advance Refunding	1,867,190	2,000,561
Total Net Investment in Capital Assets	<u>\$ 153,002,537</u>	<u>\$ 146,932,156</u>

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
GREEN BAY, WISCONSIN
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023**

NOTE 3 OTHER INFORMATION

A. Risk Management

The GBMSD is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. The GBMSD completes an annual review of its insurance coverage to ensure adequate coverage. No settlements exceeded insurance coverage during any of the past three fiscal years.

B. Contingencies

From time to time, GBMSD is party to other various pending claims and legal proceedings. Although the outcome of such matters cannot be forecasted with certainty, it is the opinion of management and the GBMSD's legal counsel that the likelihood is remote that any such claims or proceeding will have a material adverse effect on GBMSD's financial position or results of operations.

REQUIRED SUPPLEMENTARY INFORMATION

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
GREEN BAY, WISCONSIN
SCHEDULE OF PROPORTIONATE SHARE OF THE NET PENSION LIABILITY (ASSET)
WISCONSIN RETIREMENT SYSTEM
LAST TEN MEASUREMENT PERIODS**

Measurement Period Ending	Proportion of the Net Pension Liability (Asset)	Proportionate Share of the Net Pension Liability (Asset)	Covered Payroll	Proportionate Share of the Net Pension Liability (Asset) as a Percentage of Covered Payroll	Plan Fiduciary Net Position as a Percentage of the Total Pension Liability (Asset)
12/31/14	0.04721400%	\$ (1,159,705)	\$ 6,481,885	17.89%	102.74%
12/31/15	0.04696725%	763,209	6,688,466	11.41%	98.20%
12/31/16	0.04722948%	389,284	6,985,769	5.57%	99.12%
12/31/17	0.04748235%	(1,409,807)	6,990,465	20.17%	102.93%
12/31/18	0.04779837%	1,700,516	7,382,849	23.03%	96.45%
12/31/19	0.04776082%	(1,540,026)	7,711,717	19.97%	102.96%
12/31/20	0.04954124%	(3,092,928)	8,717,053	35.48%	105.26%
12/31/21	0.05007037%	(4,035,763)	8,578,138	47.05%	106.02%
12/31/22	0.04962405%	2,628,935	8,530,831	30.82%	95.72%
12/31/23	0.04782131%	711,010	9,105,625	7.81%	98.85%

**SCHEDULE OF CONTRIBUTIONS
WISCONSIN RETIREMENT SYSTEM
LAST TEN FISCAL YEARS**

Fiscal Year Ending	Contractually Required Contributions	Contributions in Relation to the Contractually Required Contributions	Contribution Deficiency (Excess)	Covered Payroll	Contributions as a Percentage of Covered Payroll
12/31/15	\$ 454,816	\$ 454,816	\$ -	\$ 6,688,466	6.80%
12/31/16	461,061	461,061	-	6,985,769	6.60%
12/31/17	475,352	475,352	-	6,990,465	6.80%
12/31/18	494,651	494,651	-	7,382,849	6.70%
12/31/19	505,118	505,118	-	7,711,717	6.55%
12/31/20	588,401	588,401	-	8,717,053	6.75%
12/31/21	579,024	579,024	-	8,578,138	6.75%
12/31/22	554,078	554,078	-	8,530,832	6.50%
12/31/23	619,183	619,183	-	9,105,625	6.80%
12/31/24	646,072	646,072	-	9,363,873	6.90%

See accompanying Notes to Required Supplementary Information.

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
GREEN BAY, WISCONSIN
SCHEDULE OF PROPORTIONATE SHARE OF THE NET OPEB LIABILITY (ASSET)
LOCAL RETIREE LIFE INSURANCE FUND
LAST TEN MEASUREMENT PERIODS**

Measurement Period Ending	Proportion of the Net OPEB Liability (Asset)	Proportionate Share of the Net OPEB Liability (Asset)	Covered-Employee Payroll	Proportionate Share of the Net OPEB Liability (Asset) as a Percentage of Covered-Employee Payroll	Plan Fiduciary Net Position as a Percentage of the Total OPEB Liability (Asset)
12/31/17	0.32982200%	\$ 992,296	\$ 6,990,465	14.19%	44.81%
12/31/18	0.34531300%	891,024	7,056,000	12.63%	48.69%
12/31/19	0.34433300%	1,466,237	7,200,000	20.36%	37.58%
12/31/20	0.37713100%	2,074,493	8,030,000	25.83%	31.36%
12/31/21	0.42178500%	2,492,905	8,579,000	29.06%	29.57%
12/31/22	0.41818700%	1,593,220	8,681,000	18.35%	38.81%
12/31/23	0.42364400%	1,949,040	8,874,000	21.96%	33.90%

**SCHEDULE OF CONTRIBUTIONS
LOCAL RETIREE LIFE INSURANCE FUND
LAST TEN FISCAL YEARS**

Fiscal Year Ending	Contractually Required Contributions	Contributions in Relation to the Contractually Required Contributions	Contribution Deficiency (Excess)	Covered-Employee Payroll	Contributions as a Percentage of Covered-Employee Payroll
12/31/18	\$ 6,675	\$ 6,675	\$ -	\$ 7,056,000	0.09%
12/31/19	6,846	6,846	-	7,200,000	0.10%
12/31/20	7,732	7,732	-	8,030,000	0.10%
12/31/21	8,514	8,514	-	8,578,138	0.10%
12/31/22	8,452	8,452	-	8,530,000	0.10%
12/31/23	8,754	8,754	-	8,874,000	0.10%
12/31/24	8,299	8,299	-	9,363,873	0.09%

See accompanying Notes to Required Supplementary Information.

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
GREEN BAY, WISCONSIN
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
DECEMBER 31, 2024 AND 2023**

A. WISCONSIN RETIREMENT SYSTEM

Changes of Benefit Terms:

GBMSD is required to present the last 10 fiscal years of data; however, accounting standards allow the presentation of as many years as are available until 10 fiscal years are presented.

Changes of assumptions:

Based on a three-year experience study conducted in 2021 covering January 1, 2018 through December 31, 2020, the EFT Board adopted assumption changes that were used to measure the total pension liability beginning with the year-end December 31, 2021 including the following:

- Lowering the long-term expected rate of return from 7.0% to 6.8%
- Lowering the discount rate from 7.0 to 6.8%
- Lowering the price inflation rate from 2.5% to 2.4%
- Lowering the post-retirement adjustments from 1.9% to 1.7%
- Mortality assumptions were changed to reflect updated trends by transitioning from the Wisconsin 2018 Mortality Table to the 2020 WRS Experience Mortality Table.

Based on a three-year experience study conducted in 2018 covering January 1, 2015 through December 31, 2017, the EFT Board adopted assumption changes that were used to measure the total pension liability beginning with the year-end December 31, 2018 including the following:

- Lowering the long-term expected rate of return from 7.2% to 7.0%
- Lowering the discount rate from 7.2% to 7.0%
- Lowering the wage inflation rate from 3.2% to 3.0%
- Lowering the price inflation rate from 2.7% to 2.5%
- Lowering the post-retirement adjustments from 2.1% to 1.9%
- Mortality assumptions were changed to reflect updated trends by transitioning from the Wisconsin 2018 Mortality Table to the 2020 WRS Experience Mortality Table.

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
GREEN BAY, WISCONSIN
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
DECEMBER 31, 2024 AND 2023**

B. OTHER POSTEMPLOYMENT BENEFITS

Changes of Benefit Terms:

The Single Discount Rate assumption used to develop total OPEB liability changed from the prior year. Please refer to the Actuarial Assumptions section above for additional details.

GBMSD is required to present the last ten fiscal years of data; however, accounting standards allow the presentation of as many years as are available until 10 fiscal years are presented.

Changes of Assumptions:

The State of Wisconsin Employee Trust Fund Board adopted economic and demographic assumption changes on a three-year experience study performed for the Wisconsin Retirement System. These assumptions are used in the actuarial valuations of OPEB liabilities (assets) for the retiree life insurance programs and are summarized below.

The assumption changes that were used to measure the December 31, 2021 total OPEB liabilities, including the following:

- Lowering the price inflation rate from 2.5% to 2.4%
- Mortality assumptions were changed to reflect update trends by transitioning from the Wisconsin 2018 Mortality Table to the 2020 WRS Experience Mortality Table.

The assumption changes that were used to measure the December 31, 2018 total OPEB liabilities, including the following:

- Lowering the long-term expected rate of return from 5.00% to 4.25%
- Lowering the wage inflation rate from 3.2% to 3.0%
- Lowering the price inflation rate from 2.7% to 2.5%
- Mortality assumptions were changed to reflect update trends by transitioning from the Wisconsin 2018 Mortality Table to the 2020 WRS Experience Mortality Table.

SUPPLEMENTARY INFORMATION

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
GREEN BAY, WISCONSIN
SCHEDULES OF OPERATING REVENUES AND EXPENSES
YEARS ENDED DECEMBER 31, 2024 AND 2023**

	<u>2024</u>	<u>2023</u>
OPERATING REVENUES		
Charges for Services:		
User Fees - Municipal Waste	\$ 44,124,546	\$ 40,885,839
User Fees - Mill Waste	3,014,322	3,627,922
Capital Revenue - Mills	2,316,103	2,254,955
Other Revenues	1,667,734	1,513,179
Total Operating Revenues	<u>51,122,705</u>	<u>48,281,895</u>
OPERATING EXPENSES		
Salaries and Wages	9,680,529	9,401,113
Fringe Benefits	3,372,600	4,039,587
Employee Development	143,415	138,138
Travel and Meetings	80,512	88,189
Power	2,246,462	2,561,104
Natural Gas and Fuel Oil	854,941	682,709
Chemicals	1,824,830	1,904,362
Maintenance - Plant	2,402,904	2,256,048
Maintenance - Interceptors	260,010	711,841
Contracted Services	3,478,720	3,393,808
Insurance	536,230	475,890
Solid Waste Disposal	244,483	461,754
Office Related Expenses	862,602	689,238
Supplementary Expenses	577,141	577,238
Subtotal	<u>26,565,379</u>	<u>27,381,019</u>
Depreciation/Amortization	13,625,954	13,675,071
Total Operating Expenses	<u>40,191,333</u>	<u>41,056,090</u>
Operating Income	<u>\$ 10,931,372</u>	<u>\$ 7,225,805</u>

**ADDITIONAL INDEPENDENT AUDITORS' REPORT
FOR FINANCIAL STATEMENTS**



**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Commissioners
Green Bay Metropolitan Sewerage District
Green Bay, Wisconsin

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Green Bay Metropolitan Sewerage District (the GBMSD), as of and for the year ended December 31, 2024, and the related notes to the financial statements, which collectively comprise the Green Bay Metropolitan sewerage District's basic financial statements, and have issued our report thereon dated April 21, 2025.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the GBMSD's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the GBMSD's internal control. Accordingly, we do not express an opinion on the effectiveness of the GBMSD's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

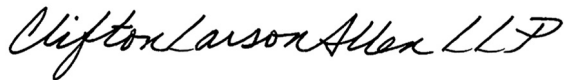
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the GBMSD's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "CliftonLarsonAllen LLP". The signature is written in a cursive, flowing style.

CliftonLarsonAllen LLP

Green Bay, Wisconsin
April 21, 2025

GREEN BAY METROPOLITAN SEWERAGE DISTRICT
FEDERAL AWARDS REPORT
YEAR ENDED DECEMBER 31, 2024



CPAs | CONSULTANTS | WEALTH ADVISORS

CLAcconnect.com

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
TABLE OF CONTENTS
YEAR ENDED DECEMBER 31, 2024**

FEDERAL AWARDS

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM, REPORT ON INTERNAL CONTROL OVER COMPLIANCE, AND REPORT ON THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE	1
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS	5
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS	6
SCHEDULE OF FINDINGS AND QUESTIONED COSTS	7
INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH <i>GOVERNMENT AUDITING STANDARDS</i>	9



**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR
FEDERAL PROGRAM, REPORT ON INTERNAL CONTROL OVER COMPLIANCE,
AND REPORT ON THE SCHEDULE OF EXPENDITURES OF
FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE**

Commissioners
Green Bay Metropolitan Sewerage District
Green Bay, Wisconsin

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Green Bay Metropolitan Sewerage District's (the GBMSD) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the GBMSD's major federal programs for the year ended December 31, 2024. GBMSD's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, the GBMSD complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2024.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the GBMSD and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the GBMSD's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the GBMSD's federal programs.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the GBMSD's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the GBMSD's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- exercise professional judgment and maintain professional skepticism throughout the audit.
- identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the GBMSD's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- obtain an understanding of the GBMSD's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the GBMSD's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

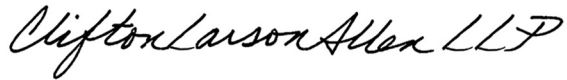
Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of GBMSD's as of and for the year ended December 31, 2024, and the related notes to the financial statements, which collectively comprise the GBMSD's basic financial statements. We have issued our report thereon, dated April 21, 2025, which contained an unmodified opinion on those financial statements. Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.



CliftonLarsonAllen LLP

Green Bay, Wisconsin

April 21, 2025

Green Bay Metropolitan Sewerage District

Green Bay, Wisconsin

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE YEAR ENDED DECEMBER 31, 2024

Federal Grantor/ Program or Cluster Title	Federal Assistance Listing Number	Pass-through Grantor	Pass-through Identifying Number	Total Federal Expenditures	Pass-through to Subrecipients
<u>U.S. DEPARTMENT OF AGRICULTURE</u>					
Regional Conservation Partnership Program	10.932	Direct Program	N/A	\$ 16,105	\$ -
Cooperative Forestry Assistance	10.664	Direct Program	N/A	57,724	-
Total U.S. Department of Agriculture				73,829	-
<u>U.S. FISH AND WILDLIFE SERVICE</u>					
Costal	15.630	Direct Program	N/A	26,000	-
Total U.S. Fish and Wildlife Service				26,000	-
<u>U.S. ENVIRONMENTAL PROTECTION AGENCY</u>					
<i>Clean Water State Revolving Fund Cluster</i>					
Capitalization Grants for Clean Water State Revolving Funds	66.458	WI Department of Administration	4198-73	1,056,407	-
Capitalization Grants for Clean Water State Revolving Funds	66.458	WI Department of Administration	4198-61	1,066,661	-
Capitalization Grants for Clean Water State Revolving Funds	66.458	WI Department of Administration	4198-57	11,792,063	-
Total U.S. Environmental Protection Agency				13,915,131	-
TOTAL FEDERAL AWARDS				\$ 14,014,960	\$ -

See accompanying Notes to Schedule of Expenditures of Federal Awards

Green Bay Metropolitan Sewerage District

Green Bay, Wisconsin

NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE YEAR ENDED DECEMBER 31, 2024

NOTE 1: BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of Green Bay Metropolitan Sewerage District (GBMSD) under programs of the federal government for the year ended December 31, 2024. The information in this Schedule is presented in accordance with the requirements of 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of GBMSD, it is not intended to and does not present the financial position, changes in net position, or cash flows of GBMSD.

NOTE 2: SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3: INDIRECT COST RATE

GBMSD has elected to use the 10-percent de minimis indirect cost rate as allowed under the Uniform Guidance.

NOTE 4: OVERSIGHT AGENCIES

The federal oversight agency for the GBMSD is the U.S. Environmental Protection Agency.

Green Bay Metropolitan Sewerage District

Green Bay, Wisconsin

SCHEDULE OF FINDINGS AND QUESTIONED COSTS FOR THE YEAR ENDED DECEMBER 31, 2024

SECTION I - SUMMARY OF AUDITORS' RESULTS

BASIC FINANCIAL STATEMENTS

Type of auditors' report issued:	Unmodified
Internal control over financial reporting:	
▶ Material weakness(es) identified?	No
▶ Significant deficiency(ies) identified?	None Reported
Noncompliance material to basic financial statements noted?	No

FEDERAL AWARDS

Internal control over major program:	
▶ Material weakness(es) identified?	No
▶ Significant deficiency(ies) identified?	None reported
Type of auditors' report issued on compliance for major program	Unmodified
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	No
Identification of major federal program:	

<u>Assistance Listing Number</u>	<u>Name of Federal Program</u>
66.458	Capitalization Grants for Clean Water State Revolving Funds

Audit threshold used to determine between Type A and Type B programs:	
Federal Awards	\$750,000
Auditee qualified as low-risk auditee	No

SECTION II - FINANCIAL STATEMENT FINDINGS

Our audit did not disclose any matters required to be reported in accordance with *Government Auditing Standards*.

SECTION III - FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

Our audit did not disclose any matters required to be reported in accordance with 2 CFR 200.516(a).

Green Bay Metropolitan Sewerage District

Green Bay, Wisconsin

SCHEDULE OF FINDINGS AND QUESTIONED COSTS FOR THE YEAR ENDED DECEMBER 31, 2024

SECTION IV - OTHER ISSUES

1. Does the auditor have substantial doubt as to the auditee's ability to continue as a going concern? No

2. Was a Management Letter or other document conveying audit comments issued as a result of this audit? No

3. Name and signature of partner



Amber Drewieske, CPA

4. Date of report

April 21, 2025



**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Board of Commissioners
Green Bay Metropolitan Sewerage District
Green Bay, Wisconsin

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Green Bay Metropolitan Sewerage District (the GBMSD), as of and for the year ended December 31, 2024, and the related notes to the financial statements, which collectively comprise the Green Bay Metropolitan sewerage District's basic financial statements, and have issued our report thereon dated April 21, 2025.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the GBMSD's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the GBMSD's internal control. Accordingly, we do not express an opinion on the effectiveness of the GBMSD's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

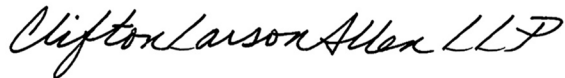
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the GBMSD's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "CliftonLarsonAllen LLP". The signature is written in a cursive, flowing style.

CliftonLarsonAllen LLP

Green Bay, Wisconsin
April 21, 2025

Memorandum

TO: Commission
Nathan Qualls

FROM: Beth Clausen

DATE: May 19, 2025

SUBJECT: Financial Reserves Update and Reserve Transfer Approval

Background

Annually, staff provides the Commission with a status update of the financial reserves. The attached spreadsheet provides a financial overview of NEW Water's financial reserves as of January 1, 2025 as well as any projected reserve expenses and transfers planned for 2025.

The Ninth Street Interceptor Extension – American Drive was originally paid for and constructed by the City of De Pere. NEW Water will own the interceptor and has already paid the City of De Pere \$749,025 from General Reserves. An Interceptor Cost Recovery (ICR) Reserves transfer is necessary to cover the cost of this municipal-only expense. In return, the City of De Pere paid for their capacity in the Ninth Street Interceptor Extension – American Drive, these funds were deposited in the General Reserves, and a transfer to replenish the ICR of \$294,444 is needed.

In the 2024 budget, \$75,000 was collected to cover the Siphon Inspection, but this work has not been started. The collection of a municipal-only expense should be held in the ICR until the work is completed. This work is being collected in the budget over several years to minimize budget impact in the year it is completed.

After consideration of these ICR transfers as well future use of General Reserve funds, the General Reserve has excess funds above the targeted fund balance of 180 days of working capital (current year budgeted annual capital plus operation and maintenance expenses) that should be transferred to the Plant Capital Replacement Reserve.

Staff recommends the following financial reserve fund transfers:

- Transfer \$454,581 from the Interceptor Cost Recovery Reserve to General Reserve for the net of cost to construct and City of De Pere's portion of the Ninth Street Interceptor Extension – American Drive.
- Transfer \$75,000 from the General Reserve to Interceptor Cost Recovery Reserve for Siphon Inspection
- Transfer \$2,250,000 from the General Reserve to the Plant Capital Replacement Reserve to conform to provisions of the General Reserve Policy.



Recommendation

Staff recommends Commission approval to transfer \$379,581 from the Interceptor Cost Recovery Reserve to General Reserve and \$2,250,000 from the General Reserve to the Plant Capital Replacement Reserve.

Commission Action

Request Commission approval to transfer \$379,581 from the Interceptor Cost Recovery Reserve to General Reserve and \$2,250,000 from the General Reserve to the Plant Capital Replacement Reserve.

Attachment

Reserve Review

	General Reserve	Debt Reserve	Equipment Replacement Fund Reserve (ERF)	Interceptor Cost Recovery Reserve (ICR)	Plant Capital Replacement Reserve (PCRR)	TOTAL
Ending Balance as of Dec 2022	24,847,018	21,234,534	5,964,818	21,168,561	25,168,499	98,383,432
Ending Balance as of Dec 2023	21,944,425	21,116,792	6,252,166	22,149,367	32,039,691	103,502,442
Ending Balance as of Dec 2024	23,355,520	21,588,228	6,519,277	21,944,733	35,041,241	108,449,000
Transfer May 2025:						
Shiphon Inspection Funding	(75,000)			75,000		-
Transfer to General for Ninth St. Interceptor Extension American Drive	(294,444)			294,444		-
Transfer from ICR for Ninth St. Interceptor Extension American Drive	749,025			(749,025)		-
Transfer from General to PCRR close 2024 ¹	(2,250,000)				2,250,000	-
Future Transfers to be held in reserves for future transfer or offset:						
Estimated Outstanding Annual Capital Carryover	(2,903,857)					(2,903,857)
Estimated Outstanding Contracted Services Carryover	(785,795)					(785,795)
Outstanding Compensated Benefits (10% of \$2,564,000 value)	(256,400)					(256,400)
ICR Debt collected in prior year(s) budget, project not started yet:						
EBS Lift Station Rehab (260)	(76,152)					(76,152)
ERLS Redundancy & Rehab (401)	(113,389)					(113,389)
ERI, FRC, EFR Interceptor Rehab (313)	(539,027)					(539,027)
West Fox River Interceptor Relay & Rehab (314)	(54,114)					(54,114)
Remaining Georgia Pacific Debt Obligations to be paid from Reserves		(1,500,614)				(1,500,614)
Total 2025 Debt Reserve Requirements per Tax Abatement Schedule		(18,065,522)				(18,065,522)
Debt Service for Remaining Interceptor Debt Service Offset				(3,857,003)		(3,857,003)
Future Transfer to General for Ninth St. Interceptor Extension American Drive (Phase II)				(360,000)		(360,000)
Future Transfer to General for South Packerland Drive				(30,000)		(30,000)
Future Transfer for East River Interceptor Abanded Section				(715,000)		(715,000)
Future Transfer for Shiphon Inspection				(75,000)		(75,000)
Funds Available	16,756,367	2,022,092	6,519,277	16,528,149	37,291,241	79,117,126
Minimum Balance, Per Policy	(16,097,330) ²	(500,000)	(6,026,051)	(5,000,000)	(5,000,000)	(32,623,381)
Excess (Deficit) Funds above (below) Policy Requirements	659,037	1,522,092 ³	493,226 ⁴	11,528,149 ⁵	32,291,241 ⁶	46,493,745
Common to All Excess Reserves	659,037 ^B	1,522,092	493,226		32,291,241	34,965,596
Municipal Only Excess Reserves				11,528,149		11,528,149
						46,493,745
Total Excess available between 120 Days and 180 Days of working capital ^{A,B}						5,365,777

Notes:

¹ Transfer end of year excess balance from General to PCRR

² General Reserve minimum balance requirements set at 180 days of working capital ⁷ during review, however per policy can be between 120 and 180 days of working capital throughout the year

Calculation of Excess Funds based on a 120 day requirement:	General Funds available	16,756,367
	Minimum Balance, Per Policy @ 120 Days	(10,731,553)
	Excess Funds above Policy Requirement @ 120 Days	6,024,814 ^A
Change in working capital 2024 vs 2025:	2024 Budget: 180 days working capital	16,534,985
	2025 Budget: 180 days working capital	16,097,330
	Increase (Decrease) in minimum balance requirement	(437,655)

³ Balance will be trued up during the analysis of the tax abatement in September

⁴ Anticipate minimum balance to increase with the completion of future capital

⁵ Excess Funds, upon Commission approval, are anticipated to be used to fund Interceptor projects

⁶ Excess Funds, upon Commission approval, are anticipated to be used to stabilize future user rates as the approved facilities plan is executed

⁷ Working Capital: current year budgeted annual capital plus operation and maintenance expenses

Memorandum

TO: Commission
Nathan Qualls

FROM: Kate Verbeten

DATE: May 19, 2025

SUBJECT: 2024 Compliance Maintenance Annual Report (CMAR)

Background

The CMAR is a self-evaluation tool that promotes a governing board's awareness and responsibility for wastewater collection and treatment needs, measures the performance of a wastewater treatment plant during a calendar year, and assesses its level of compliance with permit requirements. CMAR requirements are part of Chapter NR 208, Wis. Adm. Code and have been in existence since 1987.

The CMAR is broken into ten sections that include plant performance, staffing and certification, financials and collection system. A point score for each section is calculated by subtracting any points generated from 100. Many sections have weighting factors that are then applied. The final grade point average is the sum of the section grade points multiplied by the section weighting factor, and then divided by the sum of all the weighting factors used in calculating the individual section values.

SCORE	GRADE	GRADE POINTS	GRADE MEANING	RESPONSE RANGE
91 – 100	A	4.00	Good	Voluntary
81 – 90	B	3.00	Satisfactory	Voluntary
71 – 80	C	2.00	Marginal	Recommendation
61 – 70	D	1.00	Poor	Action
<61	F	0	Fail	Action

In 2024, both the Green Bay and De Pere Facilities generated a grade point average of 4.00. This puts NEW Water's response in the voluntary range with no action required.

Recommendation

Approve resolutions accepting the 2024 CMARs for the Green Bay and De Pere Facilities.

Commission Action

Request Commission approval of resolutions for acceptance of the 2024 Compliance Maintenance Annual Reports for the Green Bay and De Pere Facilities.

Attachment: GBF CMAR 19MAY2025
DPF CMAR 19MAY2025

Compliance Maintenance Annual Report

Green Bay Metropolitan Sewerage District Combined

Last Updated: Reporting For:

5/19/2025

2024

Influent Flow and Loading

1. Monthly Average Flows and BOD Loadings

1.1 Verify the following monthly flows and BOD loadings to your facility.

Influent No. 701	Influent Monthly Average Flow, MGD	x	Influent Monthly Average BOD Concentration mg/L	x	8.34	=	Influent Monthly Average BOD Loading, lbs/day
January	29.2598	x	212	x	8.34	=	51,702
February	31.0195	x	187	x	8.34	=	48,467
March	30.9505	x	217	x	8.34	=	56,014
April	38.8609	x	188	x	8.34	=	61,028
May	36.5255	x	180	x	8.34	=	54,714
June	35.5619	x	163	x	8.34	=	48,215
July	34.6623	x	171	x	8.34	=	49,424
August	35.1991	x	183	x	8.34	=	53,674
September	28.5933	x	204	x	8.34	=	48,751
October	26.2143	x	218	x	8.34	=	47,576
November	33.6859	x	196	x	8.34	=	55,036
December	28.1165	x	242	x	8.34	=	56,739

2. Maximum Monthly Design Flow and Design BOD Loading

2.1 Verify the design flow and loading for your facility.

Design	Design Factor	x	%	=	% of Design
Max Month Design Flow, MGD	49.2	x	90	=	44.28
		x	100	=	49.2
Design BOD, lbs/day	103110	x	90	=	92799
		x	100	=	103110

2.2 Verify the number of times the flow and BOD exceeded 90% or 100% of design, points earned, and score:

	Months of Influent	Number of times flow was greater than 90% of	Number of times flow was greater than 100% of	Number of times BOD was greater than 90% of design	Number of times BOD was greater than 100% of design
January	1	0	0	0	0
February	1	0	0	0	0
March	1	0	0	0	0
April	1	0	0	0	0
May	1	0	0	0	0
June	1	0	0	0	0
July	1	0	0	0	0
August	1	0	0	0	0
September	1	0	0	0	0
October	1	0	0	0	0
November	1	0	0	0	0
December	1	0	0	0	0
Points per each		2	1	3	2
Exceedances		0	0	0	0
Points		0	0	0	0
Total Number of Points					0

Compliance Maintenance Annual Report

Green Bay Metropolitan Sewerage District Combined

Last Updated: Reporting For:
5/19/2025 2024

3. Flow Meter

3.1 Was the influent flow meter calibrated in the last year?

- ☒ Yes Enter last calibration date (MM/DD/YYYY)

2024-10-07

- ☐ No

If No, please explain:

4. Sewer Use Ordinance

4.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences?

- ☒ Yes

- ☐ No

If No, please explain:

4.2 Was it necessary to enforce the ordinance?

- ☒ Yes

- ☐ No

If Yes, please explain:

GBMSD addressed several noncompliance issues at IUs throughout 2024.

5. Septage Receiving

5.1 Did you have requests to receive septage at your facility?

Septic Tanks Holding Tanks Grease Traps

- ☒ Yes

- ☒ Yes

- ☒ Yes

- ☐ No

- ☐ No

- ☐ No

5.2 Did you receive septage at your facility? If yes, indicate volume in gallons.

Septic Tanks

- ☒ Yes 635,170 gallons

- ☐ No

Holding Tanks

- ☒ Yes 37,109,554 gallons

- ☐ No

Grease Traps

- ☒ Yes 1,404,835 gallons

- ☐ No

5.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes.

Plant performance was not affected.

6. Pretreatment

6.1 Did your facility experience operational problems, permit violations, biosolids quality concerns, or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year?

- ☐ Yes

- ☒ No

If yes, describe the situation and your community's response.

6.2 Did your facility accept hauled industrial wastes, landfill leachate, etc.?

Compliance Maintenance Annual Report

Green Bay Metropolitan Sewerage District Combined

Last Updated: Reporting For:
5/19/2025 **2024**

<div><div><div><div><div><div></div><div>● Yes</div></div><div><div></div><div>○ No</div></div></div><div>If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes.</div><div>GBMSD received a variety of industrial wastes and leachate from landfills. Waste were analyzed for conventional pollutants, nutrients, and toxic pollutants as determined by the Pretreatment Coordinator to ensure compliance with the Sewer Use Ordinance. New wastes must be pre-approved by GBMSD prior to coming on-site for disposal.</div></div></div></div>	
---	--

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Green Bay Metropolitan Sewerage District Combined

Last Updated: Reporting For:

5/19/2025

2024

Effluent Quality and Plant Performance (BOD/CBOD)

1. Effluent (C)BOD Results

1.1 Verify the following monthly average effluent values, exceedances, and points for BOD or CBOD

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit > 10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	25	22.5	3	1	0	0
February	25	22.5	3	1	0	0
March	25	22.5	3	1	0	0
April	25	22.5	2	1	0	0
May	25	22.5	3	1	0	0
June	25	22.5	2	1	0	0
July	25	22.5	2	1	0	0
August	25	22.5	3	1	0	0
September	25	22.5	3	1	0	0
October	25	22.5	1	1	0	0
November	25	22.5	3	1	0	0
December	25	22.5	3	1	0	0

* Equals limit if limit is ≤ 10

Months of discharge/yr	12		
Points per each exceedance with 12 months of discharge		7	3
Exceedances		0	0
Points		0	0
Total number of points			0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

Not applicable - no violations.

2. Flow Meter Calibration

2.1 Was the effluent flow meter calibrated in the last year?

- ☒ Yes Enter last calibration date (MM/DD/YYYY)

2024-10-07

- ☐ No

If No, please explain:

3. Treatment Problems

3.1 What problems, if any, were experienced over the last year that threatened treatment?

None.

4. Other Monitoring and Limits

4.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants such as chlorides, pH, residual chlorine, fecal coliform, or metals?

- ☐ Yes

- ☒ No

Compliance Maintenance Annual Report

Green Bay Metropolitan Sewerage District Combined

Last Updated: Reporting For:
5/19/2025 **2024**

<p>If Yes, please explain:</p> <div></div> <p>4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test?</p> <p><input type="radio"/> Yes</p> <p><input checked="" type="radio"/> No</p> <p>If Yes, please explain:</p> <div></div> <p>4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity?</p> <p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p> <p><input checked="" type="radio"/> N/A</p> <p>Please explain unless not applicable:</p> <div></div>	
--	--

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Green Bay Metropolitan Sewerage District Combined

Last Updated: Reporting For:
5/19/2025 **2024**

Effluent Quality and Plant Performance (Total Suspended Solids)

1. Effluent Total Suspended Solids Results

1.1 Verify the following monthly average effluent values, exceedances, and points for TSS:

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit >10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	18	16.2	6	1	0	0
February	18	16.2	5	1	0	0
March	18	16.2	5	1	0	0
April	18	16.2	5	1	0	0
May	18	16.2	4	1	0	0
June	18	16.2	4	1	0	0
July	18	16.2	5	1	0	0
August	18	16.2	6	1	0	0
September	18	16.2	5	1	0	0
October	18	16.2	7	1	0	0
November	18	16.2	7	1	0	0
December	18	16.2	7	1	0	0
* Equals limit if limit is <= 10						
Months of Discharge/yr				12		
Points per each exceedance with 12 months of discharge:					7	3
Exceedances					0	0
Points					0	0
Total Number of Points						0
NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is 12/6 = 2.0						
1.2 If any violations occurred, what action was taken to regain compliance?						
Not applicable - no violations.						

0

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Green Bay Metropolitan Sewerage District Combined

Last Updated: Reporting For:

5/19/2025

2024

Effluent Quality and Plant Performance (Ammonia - NH3)

1. Effluent Ammonia Results

1.1 Verify the following monthly and weekly average effluent values, exceedances and points for ammonia

Outfall No. 001	Monthly Average NH3 Limit (mg/L)	Weekly Average NH3 Limit (mg/L)	Effluent Monthly Average NH3 (mg/L)	Monthly Permit Limit Exceed ance	Effluent Weekly Average for Week 1	Effluent Weekly Average for Week 2	Effluent Weekly Average for Week 3	Effluent Weekly Average for Week 4	Weekly Permit Limit Exceed ance
January	15	59	3.593	0	1.785	3.742	2.806	5.16	0
February	15	59	4.897	0	7.281	7.99	4.099	.869	0
March	15	59	.052	0	.053	0	.094	.082	0
April	15	59	.064	0	.243	.015	.018	0	0
May	4.7	13	.004	0	0	0	.019	0	0
June	4.7	13	0	0	0	0	0	0	0
July	4.7	13	.023	0	0	.038	0	.065	0
August	4.7	13	.094	0	.066	.151	0	0	0
September	4.7	13	.016	0	0	0	.07	0	0
October	14	38	.037	0	0	.031	.032	.103	0
November	26	104	.031	0	.078	0	.054	0	0
December	26	104	0	0	0	0	0	0	0
Points per each exceedance of Monthly average:									10
Exceedances, Monthly:									0
Points:									0
Points per each exceedance of weekly average (when there is no monthly average):									2.5
Exceedances, Weekly:									0
Points:									0
Total Number of Points									0

NOTE: Limit exceedances are considered for monthly OR weekly averages but not both. When a monthly average limit exists it will be used to determine exceedances and generate points. This will be true even if a weekly limit also exists. When a weekly average limit exists and a monthly limit does not exist, the weekly limit will be used to determine exceedances and generate points.

1.2 If any violations occurred, what action was taken to regain compliance?

Not applicable - no violations.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Green Bay Metropolitan Sewerage District Combined

Last Updated: Reporting For:
5/19/2025 **2024**

Effluent Quality and Plant Performance (Phosphorus)

1. Effluent Phosphorus Results				
1.1 Verify the following monthly average effluent values, exceedances, and points for Phosphorus				
Outfall No. 001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	1	0.302	1	0
February	1	0.185	1	0
March	1	0.253	1	0
April	1	0.316	1	0
May	1	0.295	1	0
June	1	0.283	1	0
July	1	0.259	1	0
August	1	0.305	1	0
September	1	0.230	1	0
October	1	0.331	1	0
November	1	0.271	1	0
December	1	0.403	1	0
Months of Discharge/yr			12	
Points per each exceedance with 12 months of discharge:				10
Exceedances				0
Total Number of Points				0
NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is 12/6 = 2.0				
1.2 If any violations occurred, what action was taken to regain compliance?				
Not applicable - no violations.				

0

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Green Bay Metropolitan Sewerage District Combined

Last Updated: Reporting For:

5/19/2025

2024

Biosolids Quality and Management

1. Biosolids Use/Disposal

1.1 How did you use or dispose of your biosolids? (Check all that apply)

- ☐ Land applied under your permit
- ☐ Publicly Distributed Exceptional Quality Biosolids
- ☐ Hauled to another permitted facility
- ☐ Landfilled
- ☒ Incinerated
- ☐ Other

NOTE: If you did not remove biosolids from your system, please describe your system type such as lagoons, reed beds, recirculating sand filters, etc.

1.1.1 If you checked Other, please describe:

3. Biosolids Metals

Number of biosolids outfalls in your WPDES permit:

3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year.

Outfall No. 002 - Combined Incinerated Cake

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic				1.05	1.46	1.46	2.43	1.95	1.96	1.76	2.27	2	1.83	2.16	2.2		0	0
Cadmium				.556	.651	.661	.727	.734	.651	.828	.73	1.52	.893	.871	.829		0	0
Copper				480	491	484	461	473	419	447	468	488	528	510	488		0	0
Lead				9.69	9.71	9.78	10.9	10.8	9.94	13.3	12.2	11.2	12.3	11	11		0	0
Mercury				.347	.306	.31	.297	.336	.279	.285	.362	.316	.34	.385	.405		0	0
Molybdenum				15.5	15.2	14.6	15.9	16.5	14.9	15.3	13.7	13.5	15.2	14.5	13.6	0		0
Nickel				77.9	74.5	89.5	108	110	88	73.2	56.3	65.1	91.2	111	88.5	0		0
Selenium				6.99	5.74	8.21	10.6	11.5	11.5	13.3	13.3	13.8	9.98	12.3	12.2	0		0
Zinc				443	454	434	436	457	409	437	452	456	483	456	434		0	0

3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel, or selenium = 0

Exceedence Points

- 0 (0 Points)
- 1-2 (10 Points)
- > 2 (15 Points)

3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loading at each land application site? (check applicable box)

- Yes
- No (10 points)
- N/A - Did not exceed limits or no HQ limit applies (0 points)
- N/A - Did not land apply biosolids until limit was met (0 points)

3.1.3 Number of times any of the metals exceeded the ceiling limits = 0

Exceedence Points

- 0 (0 Points)
- 1 (10 Points)
- > 1 (15 Points)

3.1.4 Were biosolids land applied which exceeded the ceiling limit?

- Yes (20 Points)
- No (0 Points)

Compliance Maintenance Annual Report

Green Bay Metropolitan Sewerage District Combined

Last Updated: Reporting For:
5/19/2025 **2024**

3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken? Has the source of the metals been identified? <div></div>	0
6. Biosolids Storage 6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site? ○ >= 180 days (0 Points) ○ 150 - 179 days (10 Points) ○ 120 - 149 days (20 Points) ○ 90 - 119 days (30 Points) ○ < 90 days (40 Points) ● N/A (0 Points) 6.2 If you checked N/A above, explain why. <div>Biosolids are incinerated.</div>	0
7. Issues 7.1 Describe any outstanding biosolids issues with treatment, use or overall management: <div>Not applicable.</div>	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Green Bay Metropolitan Sewerage District Combined

Last Updated: Reporting For:

5/19/2025

2024

Staffing and Preventative Maintenance (All Treatment Plants)

<p>1. Plant Staffing</p> <p>1.1 Was your wastewater treatment plant adequately staffed last year?</p> <ul style="list-style-type: none">● Yes○ No <p>If No, please explain:</p> <div></div> <p>Could use more help/staff for:</p> <div></div> <p>1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping?</p> <ul style="list-style-type: none">● Yes○ No <p>If No, please explain:</p> <div></div>	
<p>2. Preventative Maintenance</p> <p>2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items?</p> <ul style="list-style-type: none">● Yes (Continue with question 2) <input type="checkbox"/><input type="checkbox"/>○ No (40 points)<input type="checkbox"/><input type="checkbox"/> <p>If No, please explain, then go to question 3:</p> <div></div> <p>2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment?</p> <ul style="list-style-type: none">● Yes○ No (10 points) <p>2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly?</p> <ul style="list-style-type: none">● Yes<ul style="list-style-type: none">○ Paper file system● Computer system○ Both paper and computer system○ No (10 points)	0
<p>3. O&M Manual</p> <p>3.1 Does your plant have a detailed O&M and Manufacturer Equipment Manuals that can be used as a reference when needed?</p> <ul style="list-style-type: none">● Yes○ No	
<p>4. Overall Maintenance /Repairs</p> <p>4.1 Rate the overall maintenance of your wastewater plant.</p> <ul style="list-style-type: none">● Excellent○ Very good○ Good○ Fair○ Poor <p>Describe your rating:</p>	

Compliance Maintenance Annual Report

Green Bay Metropolitan Sewerage District Combined

Last Updated: Reporting For:
5/19/2025 **2024**

Treatment plant is staffed 24/7/365 with qualified certified Operators. Journeyman level Maintenance Technicians support and maintain facility equipment. A Computerized Maintenance Management System (CMMS) is utilized to track and plan preventative maintenance and record all work completed. Plant assets are evaluated and prioritized by staff throughout the year to help ensure reliable, efficient and compliant plant operations.	
--	--

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Green Bay Metropolitan Sewerage District Combined

Last Updated: Reporting For:

5/19/2025

2024

Operator Certification and Education

1. Operator-In-Charge

1.1 Did you have a designated operator-in-charge during the report year?

- ☒ Yes (0 points)
- ☐ No (20 points)

Name:

JACOB D BECKEN

Certification No:

34705

0

2. Certification Requirements

2.1 In accordance with Chapter NR 114.56 and 114.57, Wisconsin Administrative Code, what level and subclass(es) were required for the operator-in-charge (OIC) to operate the wastewater treatment plant and what level and subclass(es) were held by the operator-in-charge?

Sub Class	SubClass Description	WWTP	OIC		
		Advanced	OIT	Basic	Advanced
A1	Suspended Growth Processes	X			X
A2	Attached Growth Processes				
A3	Recirculating Media Filters				
A4	Ponds, Lagoons and Natural				
A5	Anaerobic Treatment Of Liquid	X			X
B	Solids Separation	X			X
C	Biological Solids/Sludges	X			X
P	Total Phosphorus	X			X
N	Total Nitrogen				X
D	Disinfection	X			X
L	Laboratory	X			X
U	Unique Treatment Systems				
SS	Sanitary Sewage Collection	X	NA	NA	NA

0

2.2 Was the operator-in-charge certified at the appropriate level and subclass(es) to operate this plant? (Note: Certification in subclass SS is required 5 years after permit reissuance.)

- ☒ Yes (0 points)
- ☐ No (20 points)

2.3 For wastewater treatment facilities with a registered or certified laboratory, is at least one operator that works in the laboratory certified at the basic level in the laboratory (L) subclass?

- ☒ Yes
- ☐ No
- ☐ N/A – Wastewater treatment facility does not have a registered or certified laboratory

2.4 For wastewater treatment facilities that own and operate a sanitary sewage collection system, has at least one operator been designated the OIC for sanitary sewage collection system and certified at the basic level in the sanitary sewage collection system (SS) subclass?

- ☒ Yes
- ☐ No
- ☐ N/A – Owner of the Wastewater treatment facility does not own and operate a sanitary sewage collection system

3. Succession Planning

3.1 In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation and maintenance of the plant that includes one or more of the following options (check all that apply)?

- ☒ One or more additional certified operators on staff

Compliance Maintenance Annual Report

Green Bay Metropolitan Sewerage District Combined

Last Updated: Reporting For:
5/19/2025 **2024**

<div><input type="checkbox"/> An arrangement with another certified operator</div> <div><input type="checkbox"/> An arrangement with another community with a certified operator</div> <div><input type="checkbox"/> An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year</div> <div><input type="checkbox"/> A consultant to serve as your certified operator</div> <div><input type="checkbox"/> None of the above (20 points)</div> <div>If "None of the above" is selected, please explain:</div> <div></div>	0
<div>4. Continuing Education Credits</div> <div>4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates?</div> <div>OIT and Basic Certification:</div> <div><input type="radio"/> Averaging 6 or more CECs per year.</div> <div><input type="radio"/> Averaging less than 6 CECs per year.</div> <div>Advanced Certification:</div> <div><input checked="" type="radio"/> Averaging 8 or more CECs per year.</div> <div><input type="radio"/> Averaging less than 8 CECs per year.</div>	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Green Bay Metropolitan Sewerage District Combined

Last Updated: Reporting For:
5/19/2025 2024

Financial Management

1. Provider of Financial Information

Name:

Courtney Mueller

Telephone:

920-438-1065

(XXX) XXX-XXXX

E-Mail Address
(optional):

cmueller@newwater.us

2. Treatment Works Operating Revenues

2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?

● Yes (0 points) ☐

○ No (40 points)

If No, please explain:

2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?
Year:

2024

● 0-2 years ago (0 points) ☐

○ 3 or more years ago (20 points) ☐

○ N/A (private facility)

2.3 Did you have a special account (e.g., CWFPP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?

● Yes (0 points)

○ No (40 points)

0

REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]

3. Equipment Replacement Funds

3.1 When was the Equipment Replacement Fund last reviewed and/or revised?

Year:

2024

● 1-2 years ago (0 points) ☐

○ 3 or more years ago (20 points) ☐

○ N/A

If N/A, please explain:

3.2 Equipment Replacement Fund Activity

3.2.1 Ending Balance Reported on Last Year's CMAR

\$ 6,252,166.42

3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)

\$ 0.00

3.2.3 Adjusted January 1st Beginning Balance

\$ 6,252,166.42

3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)

+ \$ 267,110.82

Compliance Maintenance Annual Report

Green Bay Metropolitan Sewerage District Combined

Last Updated: Reporting For:
5/19/2025 2024

3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)

- \$ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 6,519,277.24

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

Funds recorded at market value.

3.3 What amount should be in your Replacement Fund? \$ 5,626,767.00

0

Please note: If you had a CWFPP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

● Yes

○ No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

● Yes - If Yes, please provide major project information, if not already listed below. ☐ ☐

○ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	GBF: Thickening Improvements	\$24,800,000	2025
2	GBF: North Plant Clarifiers Rehabilitation	\$23,500,000	2025
3	DPF: Metro Pumping and Headworks Improvements	\$19,300,000	2025
4	Interplant Wastewater Force Main - Phase 2	\$1,253,984	2028
5	ERI, FRC, EFR Interceptor Rehabilitation	\$13,630,000	2025
6	East Bayshore Lift Stations - Rehabilitation	\$5,045,000	2025
7	GBF - Metro Pumping and Headworks Improvements	\$56,600,000	2025
8	West Fox River Interceptor Relay and Rehabilitation	\$5,750,000	2027
9	DPF: Final Clarifiers and RAS Improvements	\$10,235,000	2028
10	GBF: Biosolids Handling and Storage Improvements	\$16,725,000	2027
11	East Tower Drive Interceptor Rehabilitation - Phase 1	\$1,570,000	2028
12	East River Lift Station - Upsizing and Force Main	\$10,150,000	2025
13	DPF: Aeration Basin Improvements	\$31,240,000	2029
14	DPF: Compressor Updates	\$5,655,000	2029
15	Ninth Street Interceptor Improvements	\$5,140,000	2027
16	East Tower Drive Interceptor Rehabilitation - Phase 2	\$8,990,000	2029
17	GBF: Aeration Blower Improvements	\$29,180,000	2030
18	DPF: UV Disinfection Expansion	\$3,340,000	2031
19	GBF: South Complex Final Clarifiers Rehabilitation	\$10,060,000	2029
20	GBF: Maintenance Building Addition	\$5,900,000	2029

Compliance Maintenance Annual Report

Green Bay Metropolitan Sewerage District Combined

Last Updated: Reporting For:
5/19/2025 **2024**

21	GBF: Sludge Screening Improvements	\$11,210,000	2032
22	DPF: Flow Equalization Improvements	\$9,996,000	2032
23	DPF: Tertiary Enhancement - Chemical Coagulation and Sedimentation	\$4,665,000	2030
24	GBF: Air Pollution Equipment renewal (WESP, scrubber, GAC, CEM)	\$3,820,000	2034
25	GBF: Ash handling system renewal	\$110,000	2035
26	GBF: Dewatering/drying equipment renewal	\$1,040,000	2035
27	GBF: Incinerator sludge feed equipment renewal	\$2,235,000	2034
28	GBF: Phosphorous Control	\$110,000	2035
29	GBF: RAS/WAS, SEP pumping systems	\$2,816,000	2034
30	GBF: Septage receiving equipment renewal	\$1,698,000	2034
31	GBF: Aeration Basin Improvements	\$5,610,000	2030
32	East River Bellevue Interceptor Rehabilitation	\$3,600,000	2034
33	East Tower Drive Interceptor Rehabilitation - Phase 3	\$4,250,000	2035
34	Lawrence Sewers Upsizing	\$2,660,000	2030
35	NEI and SEI Rehabilitation	\$1,250,000	2030
36	Quincy Street 2 Interceptor Rehabilitation	\$3,450,000	2033
37	Quincy Street Interceptor Improvements	\$31,820,000	2030
38	West Tower Drive Interceptor Rehabilitation	\$1,820,000	2030

5. Financial Management General Comments

No additional comments.

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations:

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	20,719	8
February	20,705	10
March	21,456	23
April	25,213	20
May	22,379	14
June	22,279	13
July	22,854	14
August	15,361	14
September	15,417	11
October	13,611	15
November	14,080	13
December	17,321	13
Total	231,395	168
Average	19,283	14

6.1.2 Comments:

No significant power changes in 2024.

Compliance Maintenance Annual Report

Green Bay Metropolitan Sewerage District Combined

Last Updated: Reporting For:
5/19/2025 **2024**

<div>6.2 Energy Related Processes and Equipment</div> <div>6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):</div> <div><div><input type="checkbox"/> Comminution or Screening</div><div><input type="checkbox"/> Extended Shaft Pumps</div><div><input checked="" type="checkbox"/> Flow Metering and Recording</div><div><input type="checkbox"/> Pneumatic Pumping</div><div><input checked="" type="checkbox"/> SCADA System</div><div><input checked="" type="checkbox"/> Self-Priming Pumps</div><div><input type="checkbox"/> Submersible Pumps</div><div><input checked="" type="checkbox"/> Variable Speed Drives</div><div><input checked="" type="checkbox"/> Other:</div></div> <div><div>VSD located at two LS although not able to operate to save energy; pumps are on/off</div></div> <div>6.2.2 Comments:</div> <div></div> <div>6.3 Has an Energy Study been performed for your pump/lift stations?</div> <div><div><input checked="" type="radio"/> No</div><div><input type="radio"/> Yes</div></div> <div>Year: <div></div></div> <div>By Whom: <div></div></div> <div>Describe and Comment:</div> <div></div> <div>6.4 Future Energy Related Equipment</div> <div>6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?</div> <div><div>Energy efficiency will be considered when updating equipment.</div></div>	
<div>7. Treatment Facility</div> <div>7.1 Energy Usage</div> <div>7.1.1 Enter the monthly energy usage from the different energy sources:</div>	

Compliance Maintenance Annual Report

Green Bay Metropolitan Sewerage District Combined

Last Updated: Reporting For:

5/19/2025

2024

TREATMENT PLANT: Total Power Consumed/Month

	Electricity Consumed (kWh)	Total Influent Flow (MG)	Electricity Consumed/ Flow (kWh/MG)	Total Influent BOD (1000 lbs)	Electricity Consumed/ Total Influent BOD (kWh/1000lbs)	Natural Gas Consumed (therms)
January	1,881,863	907.05	2,075	1,602.76	1,174	152,264
February	1,758,354	899.57	1,955	1,405.54	1,251	123,075
March	1,846,726	959.47	1,925	1,736.43	1,064	131,183
April	1,916,168	1,165.83	1,644	1,830.84	1,047	85,046
May	1,908,638	1,132.29	1,686	1,696.13	1,125	59,867
June	1,995,766	1,066.86	1,871	1,446.45	1,380	68,856
July	1,916,016	1,074.53	1,783	1,532.14	1,251	60,560
August	1,980,943	1,091.17	1,815	1,663.89	1,191	72,284
September	1,491,133	857.80	1,738	1,462.53	1,020	50,042
October	1,842,804	812.64	2,268	1,474.86	1,249	62,922
November	1,851,621	1,010.58	1,832	1,651.08	1,121	123,126
December	1,882,619	871.61	2,160	1,758.91	1,070	144,916
Total	22,272,651	11,849.40		19,261.56		1,134,141
Average	1,856,054	987.45	1,896	1,605.13	1,162	94,512

7.1.2 Comments:

Offsetting some of energy consumed with on-site power generation.

7.2 Energy Related Processes and Equipment

7.2.1 Indicate equipment and practices utilized at your treatment facility (Check all that apply):

- ☐ Aerobic Digestion
- ☒ Anaerobic Digestion
- ☒ Biological Phosphorus Removal
- ☐ Coarse Bubble Diffusers
- ☒ Dissolved O2 Monitoring and Aeration Control
- ☐ Effluent Pumping
- ☒ Fine Bubble Diffusers
- ☒ Influent Pumping
- ☒ Mechanical Sludge Processing
- ☒ Nitrification
- ☒ SCADA System
- ☐ UV Disinfection
- ☒ Variable Speed Drives
- ☒ Other:

Fluid Bed Incineration and air pollution control equipment.

7.2.2 Comments:

No additional comments.

7.3 Future Energy Related Equipment

7.3.1 What energy efficient equipment or practices do you have planned for the future for your treatment facility?

Compliance Maintenance Annual Report

Green Bay Metropolitan Sewerage District Combined

Last Updated: Reporting For:
5/19/2025 2024

Continued optimization of energy recovery processes associated with R2E2 Project. Energy reduction process controls.	
8. Biogas Generation	
8.1 Do you generate/produce biogas at your facility?	
<input type="radio"/> No	
<input checked="" type="radio"/> Yes	
If Yes, how is the biogas used (Check all that apply):	
<input checked="" type="checkbox"/> Flared Off	
<input checked="" type="checkbox"/> Building Heat	
<input checked="" type="checkbox"/> Process Heat	
<input checked="" type="checkbox"/> Generate Electricity	
<input type="checkbox"/> Other:	
<div></div>	
9. Energy Efficiency Study	
9.1 Has an Energy Study been performed for your treatment facility?	
<input type="radio"/> No	
<input checked="" type="radio"/> Yes	
<input checked="" type="checkbox"/> Entire facility	
Year:	
<div>2024</div>	
By Whom:	
<div>UW-Milwaukee/US DOE</div>	
Describe and Comment:	
<div>Inspections completed 2010, 2012, and 2018.</div>	
<input type="checkbox"/> Part of the facility	
Year:	
<div></div>	
By Whom:	
<div></div>	
Describe and Comment:	
<div></div>	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Green Bay Metropolitan Sewerage District Combined

Last Updated: Reporting For:

5/19/2025

2024

Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

● Yes

○ No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

● Yes

○ No (30 points)

○ N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

☒ Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Annual televising & inspecting on 20% of NEW Water owned gravity interceptor sewers and manholes; cleaning and debris removal of 20% of NEW Water owned 36" diameter or smaller sanitary sewers; Flow monitoring at permanent and temporary sites; Corrective repair identified from televising and/or manhole inspection work; Interceptor system cleaning and rehabilitation per annual engineering assessment; Monthly inspections at all lift stations; Public education on unflushables and I&I; Lead reduction of I&I entering NEW Water's system through a Technical Advisory Group and Public Education/Awareness Campaign; Crisis Communication Training; Zero SSOs or TFOs

Did you accomplish them?

○ Yes

● No

If No, explain:

Accomplished all goals except zero SSO. One SSO on 05/13/24 (listed in section 4. below).

☒ Organization [NR 210.23 (4) (b)] ☐ ☐

Does this chapter of your CMOM include:

☒ Organizational structure and positions (eg. organizational chart and position descriptions)

☒ Internal and external lines of communication responsibilities

☒ Person(s) responsible for reporting overflow events to the department and the public

☒ Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

Sewer Use Ordinance

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2023-01-01

Does your sewer use ordinance or other legally binding document address the following:

☐ Private property inflow and infiltration

☒ New sewer and building sewer design, construction, installation, testing and inspection

☐ Rehabilitated sewer and lift station installation, testing and inspection

☒ Sewage flows satellite system and large private users are monitored and controlled, as necessary

☒ Fat, oil and grease control

☒ Enforcement procedures for sewer use non-compliance

Compliance Maintenance Annual Report

Green Bay Metropolitan Sewerage District Combined

Last Updated: Reporting For:

5/19/2025

2024

☒ Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

- ☒ Equipment and replacement part inventories
- ☒ Up-to-date sewer system map
- ☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
- ☒ A description of routine operation and maintenance activities (see question 2 below)
- ☒ Capacity assessment program
- ☐ Basement back assessment and correction
- ☒ Regular O&M training

☒ Design and Performance Provisions [NR 210.23 (4) (e)] ☐ ☐

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

- ☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- ☐ Construction, Inspection, and Testing
- ☐ Others:

☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)] ☐ ☐

Does your emergency response capability include:

- ☒ Responsible personnel communication procedures
- ☒ Response order, timing and clean-up
- ☒ Public notification protocols
- ☒ Training
- ☒ Emergency operation protocols and implementation procedures

☒ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)] ☐ ☐

☒ Special Studies Last Year (check only those that apply):

- ☐ Infiltration/Inflow (I/I) Analysis
- ☐ Sewer System Evaluation Survey (SSES)
- ☐ Sewer Evaluation and Capacity Management Plan (SECAP)
- ☐ Lift Station Evaluation Report
- ☒ Others:

Continued leading the I/I Technical Advisory Group (TAG) to evaluate and reduce I/I within the service area; expanded the Public Education & Awareness Campaigns regarding I/I and Unflushables. Completed improvements on ARVs (new bands) & evaluated alarm notification system for EBS ARV vaults.

0

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	<input type="text" value="10"/>	% of system/year
Root removal	<input type="text" value="0"/>	% of system/year
Flow monitoring	<input type="text" value="100"/>	% of system/year
Smoke testing	<input type="text" value="0"/>	% of system/year
Sewer line televising	<input type="text" value="17.9"/>	% of system/year
Manhole inspections	<input type="text" value="25.2"/>	% of system/year
Lift station O&M	<input type="text" value="42"/>	# per L.S./year

Compliance Maintenance Annual Report

Green Bay Metropolitan Sewerage District Combined

Last Updated: Reporting For:
5/19/2025 2024

Manhole rehabilitation	<input type="text" value="0.9"/>	% of manholes rehabbed
Mainline rehabilitation	<input type="text" value="0"/>	% of sewer lines rehabbed
Private sewer inspections	<input type="text" value="0"/>	% of system/year
Private sewer I/I removal	<input type="text" value="0"/>	% of private services
River or water crossings	<input type="text" value="0"/>	% of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

CMOM goals are to inspect & clean 20% NEW Water's owned system (DPF and GBF service areas combined)

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

<input type="text" value="34.69"/>	Total actual amount of precipitation last year in inches
<input type="text" value="31.73"/>	Annual average precipitation (for your location)
<input type="text" value="53.37"/>	Miles of sanitary sewer
<input type="text" value="11"/>	Number of lift stations
<input type="text" value="0"/>	Number of lift station failures
<input type="text" value="0"/>	Number of sewer pipe failures
<input type="text" value="0"/>	Number of basement backup occurrences
<input type="text" value="0"/>	Number of complaints
<input type="text" value="32.37"/>	Average daily flow in MGD (if available)
<input type="text" value="38.86"/>	Peak monthly flow in MGD (if available)
<input type="text" value="75.67"/>	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

<input type="text" value="0.00"/>	Lift station failures (failures/year)
<input type="text" value="0.00"/>	Sewer pipe failures (pipe failures/sewer mile/yr)
<input type="text" value="0.02"/>	Sanitary sewer overflows (number/sewer mile/yr)
<input type="text" value="0.00"/>	Basement backups (number/sewer mile)
<input type="text" value="0.00"/>	Complaints (number/sewer mile)
<input type="text" value="1.2"/>	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
<input type="text" value="2.3"/>	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **

	Date	Location	Cause	Estimated Volume
0	5/13/2024 3:15:00 PM - 5/13/2024 7:40:00 PM	Sunset Shores Road, Dykesville, WI	Equipment Failure	11,400

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

Compliance Maintenance Annual Report

Green Bay Metropolitan Sewerage District Combined

Last Updated: Reporting For:
5/19/2025 **2024**

<p>What actions were taken, or are underway, to reduce or eliminate SSO or TFO occurrences in the future?</p> <div><p>The ARV bands previously used to secure the unit was a two piece design. NEW Water replaced these with a new single piece clamp which functions more efficiently and will reduce potential failures. NEW Water also purchased and installed an alarm monitoring system for the EBS ARV vaults. This project was started in 2024 and completed in 2025.</p></div>	
<p>5. Infiltration / Inflow (I/I)</p> <p>5.1 Was infiltration/inflow (I/I) significant in your community last year?</p> <p><input type="radio"/> Yes</p> <p><input checked="" type="radio"/> No</p> <p>If Yes, please describe:</p> <div></div> <p>5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?</p> <p><input type="radio"/> Yes</p> <p><input checked="" type="radio"/> No</p> <p>If Yes, please describe:</p> <div></div> <p>5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:</p> <div>Changes are predominately related to precipitation received within the service area.</div> <p>5.4 What is being done to address infiltration/inflow in your collection system?</p> <div>Televise 20% of NEW Water's (GBF and DPF basins combined) interceptor system annually, seal leaks, and rehab/repair lines as needed. NEW Water is also leading a regional I/I reduction program with our municipal customers.</div>	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Grading Summary

WPDES No: 0065251

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent	A	4	3	12
BOD/CBOD	A	4	10	40
TSS	A	4	5	20
Ammonia	A	4	5	20
Phosphorus	A	4	3	12
Biosolids	A	4	5	20
Staffing/PM	A	4	1	4
OpCert	A	4	1	4
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			37	148
GRADE POINT AVERAGE (GPA) = 4.00				

- Notes:
- A = Voluntary Range (Response Optional)
 - B = Voluntary Range (Response Optional)
 - C = Recommendation Range (Response Required)
 - D = Action Range (Response Required)
 - F = Action Range (Response Required)

Compliance Maintenance Annual Report

Green Bay Metropolitan Sewerage District Combined

Last Updated: Reporting For:
5/19/2025 **2024**

Resolution or Owner's Statement

Name of Governing Body or Owner:	<div></div>
Date of Resolution or Action Taken:	<div></div>
Resolution Number:	<div></div>
Date of Submittal:	

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Influent Flow and Loadings: Grade = A

Effluent Quality: BOD: Grade = A

Effluent Quality: TSS: Grade = A

Effluent Quality: Ammonia: Grade = A

Effluent Quality: Phosphorus: Grade = A

Biosolids Quality and Management: Grade = A

Staffing: Grade = A

Operator Certification: Grade = A

Financial Management: Grade = A

Collection Systems: Grade = A
(Regardless of grade, response required for Collection Systems if SSOs were reported)

The SSO was addressed in an immediate manner.

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS
(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)
G.P.A. = 4.00

Resolution #25-006

WHEREAS, the Green Bay Metropolitan Sewerage District Green Bay Facility has responsibility to comply with the Wisconsin Statutes;

NOW THEREFORE BE IT RESOLVED, as required by Chapter NR 208 of the Wisconsin Administrative Code, the Green Bay Metropolitan Sewerage District Commission informs the Wisconsin Department of Natural Resources that the Commission has reviewed the Compliance Maintenance Annual Report, attached hereto, and understands its responsibility to maintain compliance in accordance with the applicable regulations set forth by the Department.

Dated: May 28, 2025

By: _____ Dated as of: _____

Name: _____

Title: _____

By: _____ Dated as of: _____

Name: _____

Title: _____

Compliance Maintenance Annual Report

Green Bay Metropolitan Sewerage District Combined

Last Updated: Reporting For:

5/19/2025

2024

Influent Flow and Loading

1. Monthly Average Flows and BOD Loadings

1.1 Verify the following monthly flows and BOD loadings to your facility.

Influent No. 751	Influent Monthly Average Flow, MGD	x	Influent Monthly Average BOD Concentration mg/L	x	8.34	=	Influent Monthly Average BOD Loading, lbs/day
January	4.9440	x	320	x	8.34	=	13,196
February	5.2629	x	317	x	8.34	=	13,929
March	5.0584	x	346	x	8.34	=	14,614
April	6.5406	x	249	x	8.34	=	13,590
May	6.4110	x	276	x	8.34	=	14,781
June	5.6961	x	277	x	8.34	=	13,175
July	5.2650	x	293	x	8.34	=	12,851
August	5.2308	x	282	x	8.34	=	12,316
September	4.5763	x	341	x	8.34	=	13,031
October	4.6496	x	360	x	8.34	=	13,946
November	5.1299	x	283	x	8.34	=	12,098
December	4.8120	x	347	x	8.34	=	13,943

2. Maximum Monthly Design Flow and Design BOD Loading

2.1 Verify the design flow and loading for your facility.

Design	Design Factor	x	%	=	% of Design
Max Month Design Flow, MGD	14.2	x	90	=	12.78
		x	100	=	14.2
Design BOD, lbs/day	41000	x	90	=	36900
		x	100	=	41000

2.2 Verify the number of times the flow and BOD exceeded 90% or 100% of design, points earned, and score:

	Months of Influent	Number of times flow was greater than 90% of	Number of times flow was greater than 100% of	Number of times BOD was greater than 90% of design	Number of times BOD was greater than 100% of design
January	1	0	0	0	0
February	1	0	0	0	0
March	1	0	0	0	0
April	1	0	0	0	0
May	1	0	0	0	0
June	1	0	0	0	0
July	1	0	0	0	0
August	1	0	0	0	0
September	1	0	0	0	0
October	1	0	0	0	0
November	1	0	0	0	0
December	1	0	0	0	0
Points per each		2	1	3	2
Exceedances		0	0	0	0
Points		0	0	0	0
Total Number of Points					0

0

Compliance Maintenance Annual Report

Green Bay Metropolitan Sewerage District Combined

Last Updated: Reporting For:

5/19/2025

2024

3. Flow Meter

3.1 Was the influent flow meter calibrated in the last year?

- ☒ Yes Enter last calibration date (MM/DD/YYYY)

2024-10-09

☐ No

If No, please explain:

4. Sewer Use Ordinance

4.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences?

☒ Yes

☐ No

If No, please explain:

4.2 Was it necessary to enforce the ordinance?

☒ Yes

☐ No

If Yes, please explain:

GBMSD addressed several noncompliance issues at IUs throughout 2024.

5. Septage Receiving

5.1 Did you have requests to receive septage at your facility?

Septic Tanks

Holding Tanks

Grease Traps

☐ Yes

☐ Yes

☐ Yes

☒ No

☒ No

☒ No

5.2 Did you receive septage at your facility? If yes, indicate volume in gallons.

Septic Tanks

☐ Yes

gallons

☒ No

Holding Tanks

☐ Yes

gallons

☒ No

Grease Traps

☐ Yes

gallons

☒ No

5.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes.

6. Pretreatment

6.1 Did your facility experience operational problems, permit violations, biosolids quality concerns, or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year?

☐ Yes

☒ No

If yes, describe the situation and your community's response.

6.2 Did your facility accept hauled industrial wastes, landfill leachate, etc.?

Compliance Maintenance Annual Report

Green Bay Metropolitan Sewerage District Combined

Last Updated: Reporting For:
5/19/2025 **2024**

<div><div><input type="radio"/> Yes</div><div><input checked="" type="radio"/> No</div></div> <div>If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes.</div> <div></div>	
--	--

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Green Bay Metropolitan Sewerage District Combined

Last Updated: Reporting For:

5/19/2025

2024

Effluent Quality and Plant Performance (BOD/CBOD)

1. Effluent (C)BOD Results

1.1 Verify the following monthly average effluent values, exceedances, and points for BOD or CBOD

Outfall No. 051	Monthly Average Limit (mg/L)	90% of Permit Limit > 10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	9	9	0	1	0	0
February	9	9	0	1	0	0
March	9	9	0	1	0	0
April	9	9	1	1	0	0
May	9	9	1	1	0	0
June	9	9	0	1	0	0
July	9	9	0	1	0	0
August	9	9	1	1	0	0
September	9	9	0	1	0	0
October	9	9	0	1	0	0
November	9	9	1	1	0	0
December	9	9	0	1	0	0

* Equals limit if limit is ≤ 10

Months of discharge/yr	12		
Points per each exceedance with 12 months of discharge		7	3
Exceedances		0	0
Points		0	0
Total number of points			0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

Not applicable - no violations.

2. Flow Meter Calibration

2.1 Was the effluent flow meter calibrated in the last year?

● Yes Enter last calibration date (MM/DD/YYYY)

2024-10-08

○ No

If No, please explain:

3. Treatment Problems

3.1 What problems, if any, were experienced over the last year that threatened treatment?

None.

4. Other Monitoring and Limits

4.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants such as chlorides, pH, residual chlorine, fecal coliform, or metals?

○ Yes

● No

Compliance Maintenance Annual Report

Green Bay Metropolitan Sewerage District Combined

Last Updated: Reporting For:
5/19/2025 **2024**

<p>If Yes, please explain:</p> <div></div> <p>4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test?</p> <p><input type="radio"/> Yes</p> <p><input checked="" type="radio"/> No</p> <p>If Yes, please explain:</p> <div></div> <p>4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity?</p> <p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p> <p><input checked="" type="radio"/> N/A</p> <p>Please explain unless not applicable:</p> <div></div>	
--	--

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Green Bay Metropolitan Sewerage District Combined

Last Updated: Reporting For:
5/19/2025 **2024**

Effluent Quality and Plant Performance (Total Suspended Solids)

1. Effluent Total Suspended Solids Results						
1.1 Verify the following monthly average effluent values, exceedances, and points for TSS:						
Outfall No. 051	Monthly Average Limit (mg/L)	90% of Permit Limit >10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	8	8	0	1	0	0
February	8	8	0	1	0	0
March	8	8	0	1	0	0
April	8	8	0	1	0	0
May	8	8	4	1	0	0
June	8	8	1	1	0	0
July	8	8	0	1	0	0
August	8	8	1	1	0	0
September	8	8	0	1	0	0
October	8	8	1	1	0	0
November	8	8	0	1	0	0
December	8	8	0	1	0	0
* Equals limit if limit is <= 10						
Months of Discharge/yr				12		
Points per each exceedance with 12 months of discharge:					7	3
Exceedances					0	0
Points					0	0
Total Number of Points						0
NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is 12/6 = 2.0						
1.2 If any violations occurred, what action was taken to regain compliance?						
The fourth week in May 2024 there was a TSS weekly exceedance above the 12 mg/L limit. The weekly average was 18.6 mg/L. Corrective actions included: High flow response training for the DPF (completed); relay call-in procedures and expectations (completed); Treatment Department Leadership remote access to the SCADA system (completed); Update DPF high flow response plan to include detail on new filters (completed); Define how UV blending is handled (completed); Improve department communication around process changes and plant operating plans (completed); Examine 1 vs 2 clarifier operation during summer conditions (completed); Add additional alarms for TM-U1 (completed); Refresher training on DPF filters and UV system hydraulic capacity (completed); Provide input to operators to better understand when bypassing the filters due to head loss issues (completed).						

0

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Green Bay Metropolitan Sewerage District Combined

Last Updated: Reporting For:

5/19/2025

2024

Effluent Quality and Plant Performance (Ammonia - NH3)

1. Effluent Ammonia Results

1.1 Verify the following monthly and weekly average effluent values, exceedances and points for ammonia

Outfall No. 051	Monthly Average NH3 Limit (mg/L)	Weekly Average NH3 Limit (mg/L)	Effluent Monthly Average NH3 (mg/L)	Monthly Permit Limit Exceed ance	Effluent Weekly Average for Week 1	Effluent Weekly Average for Week 2	Effluent Weekly Average for Week 3	Effluent Weekly Average for Week 4	Weekly Permit Limit Exceed ance
January	26	26	.161	0	.139	.18	.161	.119	0
February	26	26	.199	0	.277	.195	.175	.159	0
March	26	26	.067	0	.079	.034	.099	.071	0
April	24	26	.101	0	.063	0	.073	.249	0
May									0
June									0
July									0
August									0
September									0
October									0
November	26	26	.065	0	.098	.179	0	0	0
December	26	26	.012	0	0	.054	0	0	0
Points per each exceedance of Monthly average:									10
Exceedances, Monthly:									0
Points:									0
Points per each exceedance of weekly average (when there is no monthly average):									2.5
Exceedances, Weekly:									0
Points:									0
Total Number of Points									0

NOTE: Limit exceedances are considered for monthly OR weekly averages but not both. When a monthly average limit exists it will be used to determine exceedances and generate points. This will be true even if a weekly limit also exists. When a weekly average limit exists and a monthly limit does not exist, the weekly limit will be used to determine exceedances and generate points.

1.2 If any violations occurred, what action was taken to regain compliance?

Not applicable - no violations.

0

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Green Bay Metropolitan Sewerage District Combined

Last Updated: Reporting For:
5/19/2025 **2024**

Effluent Quality and Plant Performance (Phosphorus)

1. Effluent Phosphorus Results

1.1 Verify the following monthly average effluent values, exceedances, and points for Phosphorus

Outfall No. 051	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	1	0.108	1	0
February	1	0.106	1	0
March	1	0.137	1	0
April	1	0.133	1	0
May	1	0.110	1	0
June	1	0.085	1	0
July	1	0.121	1	0
August	1	0.197	1	0
September	1	0.152	1	0
October	1	0.142	1	0
November	1	0.153	1	0
December	1	0.127	1	0
Months of Discharge/yr			12	
Points per each exceedance with 12 months of discharge:				10
Exceedances				0
Total Number of Points				0

NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.
Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is 12/6 = 2.0

1.2 If any violations occurred, what action was taken to regain compliance?

Not applicable - no violations.

0

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Green Bay Metropolitan Sewerage District Combined

Last Updated: Reporting For:
5/19/2025 2024

Biosolids Quality and Management

1. Biosolids Use/Disposal

1.1 How did you use or dispose of your biosolids? (Check all that apply)

- ☐ Land applied under your permit
- ☐ Publicly Distributed Exceptional Quality Biosolids
- ☐ Hauled to another permitted facility
- ☐ Landfilled
- ☒ Incinerated
- ☐ Other

NOTE: If you did not remove biosolids from your system, please describe your system type such as lagoons, reed beds, recirculating sand filters, etc.

1.1.1 If you checked Other, please describe:

3. Biosolids Metals

Number of biosolids outfalls in your WPDES permit:

3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year.

3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel, or selenium =

Exceedence Points

- 0 (0 Points)
- 1-2 (10 Points)
- > 2 (15 Points)

3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loading at each land application site? (check applicable box)

- Yes
- No (10 points)
- N/A - Did not exceed limits or no HQ limit applies (0 points)
- N/A - Did not land apply biosolids until limit was met (0 points)

3.1.3 Number of times any of the metals exceeded the ceiling limits =

Exceedence Points

- 0 (0 Points)
- 1 (10 Points)
- > 1 (15 Points)

3.1.4 Were biosolids land applied which exceeded the ceiling limit?

- Yes (20 Points)
- No (0 Points)

3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken? Has the source of the metals been identified?

0

6. Biosolids Storage

6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?

- >= 180 days (0 Points)
- 150 - 179 days (10 Points)
- 120 - 149 days (20 Points)
- 90 - 119 days (30 Points)
- < 90 days (40 Points)
- N/A (0 Points)

Compliance Maintenance Annual Report

6.2 If you checked N/A above, explain why.	0
Biosolids are incinerated.	
7. Issues	
7.1 Describe any outstanding biosolids issues with treatment, use or overall management:	
Not applicable.	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Green Bay Metropolitan Sewerage District Combined

Last Updated: Reporting For:

5/19/2025

2024

Staffing and Preventative Maintenance (All Treatment Plants)

<p>1. Plant Staffing</p> <p>1.1 Was your wastewater treatment plant adequately staffed last year?</p> <ul style="list-style-type: none">● Yes○ No <p>If No, please explain:</p> <div></div> <p>Could use more help/staff for:</p> <div></div> <p>1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping?</p> <ul style="list-style-type: none">● Yes○ No <p>If No, please explain:</p> <div></div>	
<p>2. Preventative Maintenance</p> <p>2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items?</p> <ul style="list-style-type: none">● Yes (Continue with question 2) <input type="checkbox"/><input type="checkbox"/>○ No (40 points)<input type="checkbox"/><input type="checkbox"/> <p>If No, please explain, then go to question 3:</p> <div></div> <p>2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment?</p> <ul style="list-style-type: none">● Yes○ No (10 points) <p>2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly?</p> <ul style="list-style-type: none">● Yes<ul style="list-style-type: none">○ Paper file system● Computer system○ Both paper and computer system○ No (10 points)	0
<p>3. O&M Manual</p> <p>3.1 Does your plant have a detailed O&M and Manufacturer Equipment Manuals that can be used as a reference when needed?</p> <ul style="list-style-type: none">● Yes○ No	
<p>4. Overall Maintenance /Repairs</p> <p>4.1 Rate the overall maintenance of your wastewater plant.</p> <ul style="list-style-type: none">● Excellent○ Very good○ Good○ Fair○ Poor <p>Describe your rating:</p>	

Compliance Maintenance Annual Report

Green Bay Metropolitan Sewerage District Combined

Last Updated: Reporting For:
5/19/2025 **2024**

Treatment plant is staffed 24/7/365 with qualified certified Operators. A Computerized Maintenance Management System (CMMS) is utilized to track and plan preventative maintenance and record all work completed. Plant assets are evaluated and prioritized by staff throughout the year to help ensure reliable, efficient and compliant plant operations.	
--	--

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Green Bay Metropolitan Sewerage District Combined

Last Updated: Reporting For:

5/19/2025

2024

Operator Certification and Education

1. Operator-In-Charge

1.1 Did you have a designated operator-in-charge during the report year?

- ☒ Yes (0 points)
- ☐ No (20 points)

Name:

JACOB D BECKEN

Certification No:

34705

0

2. Certification Requirements

2.1 In accordance with Chapter NR 114.56 and 114.57, Wisconsin Administrative Code, what level and subclass(es) were required for the operator-in-charge (OIC) to operate the wastewater treatment plant and what level and subclass(es) were held by the operator-in-charge?

Sub Class	SubClass Description	WWTP	OIC		
		Advanced	OIT	Basic	Advanced
A1	Suspended Growth Processes	X			X
A2	Attached Growth Processes				
A3	Recirculating Media Filters				
A4	Ponds, Lagoons and Natural				
A5	Anaerobic Treatment Of Liquid	X			X
B	Solids Separation	X			X
C	Biological Solids/Sludges	X			X
P	Total Phosphorus	X			X
N	Total Nitrogen				X
D	Disinfection	X			X
L	Laboratory	X			X
U	Unique Treatment Systems				
SS	Sanitary Sewage Collection	X	NA	NA	NA

0

2.2 Was the operator-in-charge certified at the appropriate level and subclass(es) to operate this plant? (Note: Certification in subclass SS is required 5 years after permit reissuance.)

- ☒ Yes (0 points)
- ☐ No (20 points)

2.3 For wastewater treatment facilities with a registered or certified laboratory, is at least one operator that works in the laboratory certified at the basic level in the laboratory (L) subclass?

- ☒ Yes
- ☐ No
- ☐ N/A – Wastewater treatment facility does not have a registered or certified laboratory

2.4 For wastewater treatment facilities that own and operate a sanitary sewage collection system, has at least one operator been designated the OIC for sanitary sewage collection system and certified at the basic level in the sanitary sewage collection system (SS) subclass?

- ☒ Yes
- ☐ No
- ☐ N/A – Owner of the Wastewater treatment facility does not own and operate a sanitary sewage collection system

3. Succession Planning

3.1 In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation and maintenance of the plant that includes one or more of the following options (check all that apply)?

- ☒ One or more additional certified operators on staff

Compliance Maintenance Annual Report

Green Bay Metropolitan Sewerage District Combined

Last Updated: Reporting For:
5/19/2025 **2024**

<div><input type="checkbox"/> An arrangement with another certified operator</div> <div><input type="checkbox"/> An arrangement with another community with a certified operator</div> <div><input type="checkbox"/> An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year</div> <div><input type="checkbox"/> A consultant to serve as your certified operator</div> <div><input type="checkbox"/> None of the above (20 points)</div> <div>If "None of the above" is selected, please explain:</div> <div></div>	0
<div>4. Continuing Education Credits</div> <div>4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates?</div> <div>OIT and Basic Certification:</div> <div><div><input type="radio"/> Averaging 6 or more CECs per year.</div><div><input type="radio"/> Averaging less than 6 CECs per year.</div></div> <div>Advanced Certification:</div> <div><div><input checked="" type="radio"/> Averaging 8 or more CECs per year.</div><div><input type="radio"/> Averaging less than 8 CECs per year.</div></div>	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Green Bay Metropolitan Sewerage District Combined

Last Updated: Reporting For:
5/19/2025 2024

Financial Management

1. Provider of Financial Information

Name:

Courtney Mueller

Telephone:

920-438-1065

(XXX) XXX-XXXX

E-Mail Address
(optional):

cmueller@newwater.us

2. Treatment Works Operating Revenues

2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?

● Yes (0 points) ☐

○ No (40 points)

If No, please explain:

2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?
Year:

2024

● 0-2 years ago (0 points) ☐

○ 3 or more years ago (20 points) ☐

○ N/A (private facility)

2.3 Did you have a special account (e.g., CWFPP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?

● Yes (0 points)

○ No (40 points)

0

REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]

3. Equipment Replacement Funds

3.1 When was the Equipment Replacement Fund last reviewed and/or revised?

Year:

2024

● 1-2 years ago (0 points) ☐

○ 3 or more years ago (20 points) ☐

○ N/A

If N/A, please explain:

3.2 Equipment Replacement Fund Activity

3.2.1 Ending Balance Reported on Last Year's CMAR

\$ 6,252,166.42

3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)

\$ 0.00

3.2.3 Adjusted January 1st Beginning Balance

\$ 6,252,166.42

3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)

+

\$ 267,110.82

Compliance Maintenance Annual Report

Green Bay Metropolitan Sewerage District Combined

Last Updated: Reporting For:

5/19/2025

2024

3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)

- \$ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 6,519,277.24

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

Funds recorded at market value.

3.3 What amount should be in your Replacement Fund? \$ 5,626,767.00

0

Please note: If you had a CWFPP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

● Yes

○ No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

● Yes - If Yes, please provide major project information, if not already listed below. ☐ ☐

○ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	GBF: Thickening Improvements	\$24,800,000	2025
2	GBF: North Plant Clarifiers Rehabilitation	\$23,500,000	2025
3	DPF: Metro Pumping and Headworks Improvements	\$19,300,000	2025
4	Interplant Wastewater Force Main - Phase 2	\$1,253,984	2028
5	ERI, FRC, EFR Interceptor Rehabilitation	\$13,630,000	2025
6	East Bayshore Lift Stations - Rehabilitation	\$5,045,000	2025
7	GBF - Metro Pumping and Headworks Improvements	\$56,600,000	2025
8	West Fox River Interceptor Relay and Rehabilitation	\$5,750,000	2027
9	DPF: Final Clarifiers and RAS Improvements	\$10,235,000	2028
10	GBF: Biosolids Handling and Storage Improvements	\$16,725,000	2027
11	East Tower Drive Interceptor Rehabilitation - Phase 1	\$1,570,000	2028
12	East River Lift Station - Upsizing and Force Main	\$10,150,000	2025
13	DPF: Aeration Basin Improvements	\$31,240,000	2029
14	DPF: Compressor Updates	\$5,655,000	2029
15	Ninth Street Interceptor Improvements	\$5,140,000	2027
16	East Tower Drive Interceptor Rehabilitation - Phase 2	\$8,990,000	2029
17	GBF: Aeration Blower Improvements	\$29,180,000	2030
18	DPF: UV Disinfection Expansion	\$3,340,000	2031
19	GBF: South Complex Final Clarifiers Rehabilitation	\$10,060,000	2029
20	GBF: Maintenance Building Addition	\$5,900,000	2029

Compliance Maintenance Annual Report

Green Bay Metropolitan Sewerage District Combined

Last Updated: Reporting For:
5/19/2025 **2024**

21	GBF: Sludge Screening Improvements	\$11,210,000	2032
22	DPF: Flow Equalization Improvements	\$9,996,000	2032
23	DPF: Tertiary Enhancement - Chemical Coagulation and Sedimentation	\$4,665,000	2030
24	GBF: Air Pollution Equipment renewal (WESP, scrubber, GAC, CEM)	\$3,820,000	2034
25	GBF: Ash handling system renewal	\$110,000	2035
26	GBF: Dewatering/drying equipment renewal	\$1,040,000	2035
27	GBF: Incinerator sludge feed equipment renewal	\$2,235,000	2034
28	GBF: Phosphorous Control	\$110,000	2035
29	GBF: RAS/WAS, SEP pumping systems	\$2,816,000	2034
30	GBF: Septage receiving equipment renewal	\$1,698,000	2034
31	GBF: Aeration Basin Improvements	\$5,610,000	2030
32	East River Bellevue Interceptor Rehabilitation	\$3,600,000	2034
33	East Tower Drive Interceptor Rehabilitation - Phase 3	\$4,250,000	2035
34	Lawrence Sewers Upsizing	\$2,660,000	2030
35	NEI and SEI Rehabilitation	\$1,250,000	2030
36	Quincy Street 2 Interceptor Rehabilitation	\$3,450,000	2033
37	Quincy Street Interceptor Improvements	\$31,820,000	2030
38	West Tower Drive Interceptor Rehabilitation	\$1,820,000	2030

5. Financial Management General Comments

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations:

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	29,869	514
February	24,390	603
March	26,454	471
April	34,843	383
May	29,518	96
June	33,651	13
July	33,003	1
August	27,863	0
September	26,847	10
October	24,644	2
November	24,553	55
December	29,403	2
Total	345,038	2,150
Average	28,753	195

6.1.2 Comments:

Compliance Maintenance Annual Report

Green Bay Metropolitan Sewerage District Combined

Last Updated: Reporting For:
5/19/2025 **2024**

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- ☐ Comminution or Screening
- ☐ Extended Shaft Pumps
- ☒ Flow Metering and Recording
- ☐ Pneumatic Pumping
- ☒ SCADA System
- ☒ Self-Priming Pumps
- ☐ Submersible Pumps
- ☒ Variable Speed Drives
- ☐ Other:

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

- ☒ No
- ☐ Yes

Year:

By Whom:

Describe and Comment:

6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

Energy efficiency will be considered when updating equipment.

7. Treatment Facility

7.1 Energy Usage

7.1.1 Enter the monthly energy usage from the different energy sources:

Compliance Maintenance Annual Report

Green Bay Metropolitan Sewerage District Combined

Last Updated: Reporting For:

5/19/2025

2024

TREATMENT PLANT: Total Power Consumed/Month

	Electricity Consumed (kWh)	Total Influent Flow (MG)	Electricity Consumed/ Flow (kWh/MG)	Total Influent BOD (1000 lbs)	Electricity Consumed/ Total Influent BOD (kWh/1000lbs)	Natural Gas Consumed (therms)
January	456,170	153.26	2,976	409.08	1,115	9,269
February	461,177	152.62	3,022	403.94	1,142	10,438
March	504,830	156.81	3,219	453.03	1,114	8,261
April	509,279	196.22	2,595	407.70	1,249	7,091
May	455,455	198.74	2,292	458.21	994	2,781
June	446,522	170.88	2,613	395.25	1,130	708
July	599,854	163.22	3,675	398.38	1,506	79
August	628,052	162.15	3,873	381.80	1,645	140
September	480,041	137.29	3,497	390.93	1,228	162
October	392,272	144.14	2,721	432.33	907	292
November	494,104	153.90	3,211	362.94	1,361	3,807
December	498,145	149.17	3,339	432.23	1,152	9,526
Total	5,925,901	1,938.40		4,925.82		52,554
Average	493,825	161.53	3,086	410.49	1,212	4,380

7.1.2 Comments:

7.2 Energy Related Processes and Equipment

7.2.1 Indicate equipment and practices utilized at your treatment facility (Check all that apply):

- ☐ Aerobic Digestion
- ☐ Anaerobic Digestion
- ☒ Biological Phosphorus Removal
- ☐ Coarse Bubble Diffusers
- ☒ Dissolved O2 Monitoring and Aeration Control
- ☐ Effluent Pumping
- ☒ Fine Bubble Diffusers
- ☒ Influent Pumping
- ☐ Mechanical Sludge Processing
- ☒ Nitrification
- ☒ SCADA System
- ☒ UV Disinfection
- ☒ Variable Speed Drives
- ☒ Other:

Ammonia control in the aeration basins.

7.2.2 Comments:

7.3 Future Energy Related Equipment

7.3.1 What energy efficient equipment or practices do you have planned for the future for your treatment facility?

Compliance Maintenance Annual Report

Green Bay Metropolitan Sewerage District Combined

Last Updated: Reporting For:
5/19/2025 **2024**

Treatment plant process upgrades that will include energy efficient equipment and practices.	
8. Biogas Generation	
8.1 Do you generate/produce biogas at your facility?	
<input checked="" type="radio"/> No	
<input type="radio"/> Yes	
If Yes, how is the biogas used (Check all that apply):	
<input type="checkbox"/> Flared Off	
<input type="checkbox"/> Building Heat	
<input type="checkbox"/> Process Heat	
<input type="checkbox"/> Generate Electricity	
<input type="checkbox"/> Other:	
<div></div>	
9. Energy Efficiency Study	
9.1 Has an Energy Study been performed for your treatment facility?	
<input type="radio"/> No	
<input checked="" type="radio"/> Yes	
<input checked="" type="checkbox"/> Entire facility	
Year:	
<div>2024</div>	
By Whom:	
<div>UW-Milwaukee/US DOE</div>	
Describe and Comment:	
<div>Inspections also completed in 2018. Energy audit completed through the US DOE Better Plants Program.</div>	
<input type="checkbox"/> Part of the facility	
Year:	
<div></div>	
By Whom:	
<div></div>	
Describe and Comment:	
<div></div>	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Green Bay Metropolitan Sewerage District Combined

Last Updated: Reporting For:

5/19/2025

2024

Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

☒ Yes

☐ No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

☒ Yes

☐ No (30 points)

☐ N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

☒ Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Annual televising & inspecting on 20% of NEW Water owned gravity interceptor sewers and manholes; cleaning and debris removal of 20% of NEW Water owned 36" diameter or smaller sanitary sewers; Flow monitoring at permanent and temporary sites; Corrective repair identified from televising and/or manhole inspection work; Interceptor system cleaning and rehabilitation per annual engineering assessment; Monthly inspections at all lift stations; Public education on unflushables and I&I; Lead reduction of I&I entering NEW Water's system through a Technical Advisory Group and Public Education/Awareness Campaign; Emergency Response training; Zero SSOs or TFOs

Did you accomplish them?

☒ Yes

☐ No

If No, explain:

☒ Organization [NR 210.23 (4) (b)] ☐ ☐

Does this chapter of your CMOM include:

☒ Organizational structure and positions (eg. organizational chart and position descriptions)

☒ Internal and external lines of communication responsibilities

☒ Person(s) responsible for reporting overflow events to the department and the public

☒ Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

Sewer Use Ordinance

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2023-01-01

Does your sewer use ordinance or other legally binding document address the following:

☐ Private property inflow and infiltration

☒ New sewer and building sewer design, construction, installation, testing and inspection

☐ Rehabilitated sewer and lift station installation, testing and inspection

☒ Sewage flows satellite system and large private users are monitored and controlled, as necessary

☒ Fat, oil and grease control

☒ Enforcement procedures for sewer use non-compliance

Compliance Maintenance Annual Report

Green Bay Metropolitan Sewerage District Combined

Last Updated: Reporting For:

5/19/2025

2024

☒ Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

- ☒ Equipment and replacement part inventories
- ☒ Up-to-date sewer system map
- ☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
- ☒ A description of routine operation and maintenance activities (see question 2 below)
- ☒ Capacity assessment program
- ☐ Basement back assessment and correction
- ☒ Regular O&M training

☒ Design and Performance Provisions [NR 210.23 (4) (e)] ☐ ☐

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

- ☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- ☒ Construction, Inspection, and Testing
- ☐ Others:

☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)] ☐ ☐

Does your emergency response capability include:

- ☒ Responsible personnel communication procedures
- ☒ Response order, timing and clean-up
- ☒ Public notification protocols
- ☒ Training
- ☒ Emergency operation protocols and implementation procedures

☒ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)] ☐ ☐

☒ Special Studies Last Year (check only those that apply):

- ☐ Infiltration/Inflow (I/I) Analysis
- ☐ Sewer System Evaluation Survey (SSES)
- ☐ Sewer Evaluation and Capacity Management Plan (SECAP)
- ☐ Lift Station Evaluation Report
- ☒ Others:

Continued leading the I/I Technical Advisory Group (TAG) to evaluate and reduce I/I within the service area; expanded the Public Education & Awareness Campaigns regarding I/I and Unflushables. Entered agreement for design of ERLS and FM Improvements Project.

0

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	29.8	% of system/year
Root removal	0	% of system/year
Flow monitoring	100	% of system/year
Smoke testing	0	% of system/year
Sewer line televising	31.2	% of system/year
Manhole inspections	52.9	% of system/year
Lift station O&M	102	# per L.S./year

Manhole
rehabilitation

Compliance Maintenance Annual Report

Green Bay Metropolitan Sewerage District Combined

Last Updated: Reporting For:

5/19/2025

2024

Mainline rehabilitation	<input type="text" value="0"/>	% of manholes rehabbed
Private sewer inspections	<input type="text" value="0"/>	% of sewer lines rehabbed
Private sewer I/I removal	<input type="text" value="0"/>	% of system/year
River or water crossings	<input type="text" value="0"/>	% of private services
	<input type="text" value="0"/>	% of pipe crossings evaluated or maintained
Please include additional comments about your sanitary sewer collection system below:		
<div>CMOM goals are to inspect & clean 20% NEW Water's owned system (DPF and GBF service areas combined)</div>		

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

<input type="text" value="34.69"/>	Total actual amount of precipitation last year in inches
<input type="text" value="31.73"/>	Annual average precipitation (for your location)
<input type="text" value="25.68"/>	Miles of sanitary sewer
<input type="text" value="2"/>	Number of lift stations
<input type="text" value="0"/>	Number of lift station failures
<input type="text" value="0"/>	Number of sewer pipe failures
<input type="text" value="0"/>	Number of basement backup occurrences
<input type="text" value="0"/>	Number of complaints
<input type="text" value="5.29"/>	Average daily flow in MGD (if available)
<input type="text" value="6.54"/>	Peak monthly flow in MGD (if available)
<input type="text" value="31.24"/>	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

<input type="text" value="0.00"/>	Lift station failures (failures/year)
<input type="text" value="0.00"/>	Sewer pipe failures (pipe failures/sewer mile/yr)
<input type="text" value="0.04"/>	Sanitary sewer overflows (number/sewer mile/yr)
<input type="text" value="0.00"/>	Basement backups (number/sewer mile)
<input type="text" value="0.00"/>	Complaints (number/sewer mile)
<input type="text" value="1.2"/>	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
<input type="text" value="5.9"/>	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **				
	Date	Location	Cause	Estimated Volume
None reported				

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

☐ Yes

Compliance Maintenance Annual Report

Green Bay Metropolitan Sewerage District Combined

Last Updated: Reporting For:
5/19/2025 **2024**

<div>● No</div> <div>If Yes, please describe:</div> <div></div> <div>5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?</div> <div>○ Yes</div> <div>● No</div> <div>If Yes, please describe:</div> <div></div> <div>5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:</div> <div>Changes are predominately related to precipitation received within the service area.</div> <div>5.4 What is being done to address infiltration/inflow in your collection system?</div> <div>Televise 20% of NEW Water's (GBF and DPF basins combined) interceptor system annually, seal leaks, and rehab/repair lines as needed. NEW Water is also leading a regional I/I reduction program with our municipal customers.</div>	
---	--

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Grading Summary

WPDES No: 0065251

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent	A	4	3	12
BOD/CBOD	A	4	10	40
TSS	A	4	5	20
Ammonia	A	4	5	20
Phosphorus	A	4	3	12
Biosolids	A	4	5	20
Staffing/PM	A	4	1	4
OpCert	A	4	1	4
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			37	148
GRADE POINT AVERAGE (GPA) = 4.00				

- Notes:
- A = Voluntary Range (Response Optional)
 - B = Voluntary Range (Response Optional)
 - C = Recommendation Range (Response Required)
 - D = Action Range (Response Required)
 - F = Action Range (Response Required)

Compliance Maintenance Annual Report

Green Bay Metropolitan Sewerage District Combined

Last Updated: Reporting For:
5/19/2025 **2024**

Resolution or Owner's Statement

Name of Governing Body or Owner:	<div></div>
Date of Resolution or Action Taken:	<div></div>
Resolution Number:	<div></div>
Date of Submittal:	

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Influent Flow and Loadings: Grade = A

Effluent Quality: BOD: Grade = A

Effluent Quality: TSS: Grade = A

Effluent Quality: Ammonia: Grade = A

Effluent Quality: Phosphorus: Grade = A

Biosolids Quality and Management: Grade = A

Staffing: Grade = A

Operator Certification: Grade = A

Financial Management: Grade = A

Collection Systems: Grade = A
(Regardless of grade, response required for Collection Systems if SSOs were reported)

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS
(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)
G.P.A. = 4.00

Resolution #25-007

WHEREAS, the Green Bay Metropolitan Sewerage District De Pere Facility has responsibility to comply with the Wisconsin Statutes;

NOW THEREFORE BE IT RESOLVED, as required by Chapter NR 208 of the Wisconsin Administrative Code, the Green Bay Metropolitan Sewerage District Commission informs the Wisconsin Department of Natural Resources that the Commission has reviewed the Compliance Maintenance Annual Report, attached hereto, and understands its responsibility to maintain compliance in accordance with the applicable regulations set forth by the Department.

Dated: May 28, 2025

By: _____ Dated as of: _____

Name: _____

Title: _____

By: _____ Dated as of: _____

Name: _____

Title: _____

Memorandum

TO: Commission
Nathan Qualls

FROM: Tyler Biese

DATE: May 28, 2025

SUBJECT: De Pere Facility Pumping and Headworks – Federal Requirements Compliance Certification

Background

The De Pere Facility Pumping and Headworks Project has been separated into two Clean Water State Revolving Fund Loan phases: an equipment procurement phase and a construction contract phase. At the June 2024 meeting, the Commission approved process equipment procurement contracts for the first loan phase. The construction contract for the second loan phase was publicly bid on April 15th, 2025. The phase 1 equipment procurement loan needs to be closed before the phase 2 construction contract loan can be approved. A closeout requirement of the Clean Water Fund Program Financial Assistance Agreement for the De Pere Facility Pumping and Headworks Phase 1 WDNR CWFL Project 4198-73, requires certification that NEW Water has met the following federal requirements:

- Davis-Bacon prevailing wage rate requirements
- American Iron and Steel requirements
- Build America, Buy America requirements

The Davis-Bacon prevailing wage rate requirements apply to projects funded via the Clean Water State Revolving Funds. All contractors and subcontractors performing construction contracts are required to pay their laborers and mechanics physically on the project site no less than the local prevailing wage rates. This loan covers design engineering and equipment procurement contracts which are exempt from the Davis-Bacon prevailing wage rate requirements.

American Iron and Steel requires that construction materials made primarily of iron and steel be produced in the United States. American Iron and Steel requirements do not include mechanical and/or electrical components, equipment and systems. This loan covers design engineering and equipment procurement contracts which are exempt from the American Iron and Steel requirements.

The Build America, Buy America Act expands the American Iron and Steel requirements to the vast majority of purchased items. This project meets the condition of the Build America, Buy America Act adjustment period waiver for projects that have initiated design prior to May 14, 2022 and is exempt from the requirements. The Build America, Buy America adjustment period waiver concurrence letter is included as an attachment.

The NEW Water Commission is required to certify compliance by completing the attached certification form. NEW Water staff believes that all Davis-Bacon wage rates, Build America, Buy America, and American Iron and Steel Requirements on Project 4198-73 have been satisfied, and the required WDNR certification can



be signed in good faith to acknowledge NEW Water Compliance.

Recommendation

Staff recommends the Commission execute the Federal Requirements Compliance Certification form certifying NEW Water has met the requirements on Project 4198-73.

Commission Action

Request Commission approval to execute the Federal Requirements Compliance Certification form certifying NEW Water has met the requirements on Project 4198-73.

Attachments:

Federal Requirements Compliance Certification

Build America, Buy America Waiver WDNR Email correspondence

FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION

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. 4198-73 (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. 4198-73 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: _____ Dated as of: _____

Name: _____

Title: _____

Attest: _____ Dated as of: _____

Name: _____

Title: _____



Biese, Tyler

To: Biese, Tyler
Subject: FW: BABA Waiver Request

From: Bushby, Lisa M - DNR <Lisa.Bushby@wisconsin.gov>
Sent: Friday, April 12, 2024 10:19 AM
To: Qualls, Nathan <NQualls@newwater.us>
Cc: Angoli, Bill <WAngoli@newwater.us>; Tranowski, Glenn <Glenn.Tranowski@strand.com>; Hannes, Robert - DNR <Robert.Hannes@wisconsin.gov>
Subject: RE: BABA Waiver Request

Be Safe Before You Click! This email originated from outside NEWWater. Use caution when responding, opening attachments, or clicking links.

Based on EPA's memorandum "[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.

Lisa Bushby
Cell Phone: 608-358-3330
Lisa.Bushby@Wisconsin.gov

We are committed to service excellence.
Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

From: Bushby, Lisa M - DNR
Sent: Monday, January 8, 2024 1:47 PM
To: Qualls, Nathan <NQualls@newwater.us>
Cc: Angoli, Bill <WAngoli@newwater.us>; Tranowski, Glenn <Glenn.Tranowski@strand.com>; Hannes, Robert - DNR <Robert.Hannes@wisconsin.gov>
Subject: RE: BABA Waiver Request

The DNR Environmental Loans Program concurs that the CFWP project #4198-73, WWTP - DP Headworks Improvements, meets the condition of the Build America, Buy America Act (BABA) adjustment period waiver for projects that have initiated design prior to May 14, 2022. Evidence was submitted for the following conditions prior to May 14, 2022:

- ii. Issued a Request for Proposal or execution of a contract for design or engineering services (regardless of funding source).
- vii. Public referendum or public meeting held regarding proposed project.

A Professional Services Agreement between Green Bay MSD and Black & Veatch Corporation for completing a Facility Master Plan for the Green Bay and De Pere facilities was submitted with an effective date of June 27, 2019. The Facilities Plan identified the improvements needed to the De Pere Facility headworks and wastewater pumping systems through development of future flows and loads, infrastructure gap analysis, evaluation of alternatives, cost estimating, and recommending improvements. In addition, two public informational meetings were held on May 3, 2022 and May

12, 2022, and included the WWTP- DP Headworks Improvement project. A newspaper advertisement and a copy of the relevant slide from the presentation was submitted.

Note that only projects with funding obligated in State Fiscal Year 2023 (SFY23) and State Fiscal Year 2024 (SFY24) can fall under the adjustment period waiver. Per the [Amended Public Interest Waiver](#), projects with funding obligated in SFY25 or beyond, are not eligible for an adjustment period waiver. **Therefore, this concurrence only applies to these projects if a complete application is submitted in SFY24 (by June 30, 2024) and the loan closes with that SFY24 funding obligation** (i.e., the project cannot withdraw and then re-apply under a subsequent SFY and still fall under the conditions of the waiver).

A description of up to 10 significant manufactured products or construction materials likely subject to the waiver will need to be submitted to the Environmental Loans Program prior to loan closing. For example, a force main construction project could list “three lift station pumps, five valve actuators, three flow meters, and two pressure gauges”. A complete materials list is also acceptable. Note, the origin of the manufactured products and construction materials does not need to be known.

Even though the project meets the waiver condition, it is encouraged that the project still utilize manufactured projects and non-ferrous construction materials made in the United States, wherever possible. In addition, American Iron and Steel (AIS) requirements of Clean Water Act (CWA) Section 608 and Safe Drinking Water Act (SDWA) Section 1452(a)(4) continue to apply to all projects, even those subject to this waiver.

Feel free to reach out to me with any questions.

Lisa Bushby

Clean Water Fund Coordinator
Wisconsin Department of Natural Resources
Cell Phone: 608-358-3330
Lisa.Bushby@Wisconsin.gov



We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

From: Qualls, Nathan <NQualls@newwater.us>
Sent: Friday, January 5, 2024 1:18 PM
To: Bushby, Lisa M - DNR <Lisa.Bushby@wisconsin.gov>
Cc: Angoli, Bill <WAngoli@newwater.us>; Tranowski, Glenn <Glenn.Tranowski@strand.com>
Subject: BABA Waiver Request

**CAUTION: This email originated from outside the organization.
Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Good afternoon, Lisa.

Please see the attached BABA waiver request and attachments for NEW Water’s 4198-73 project. Please let me know if you have any questions.

Memorandum

TO: Commission
Nathan Qualls

FROM: Tyler Biese

DATE: May 28, 2025

SUBJECT: Construction Contract Award for De Pere Facility Pumping and Headworks #220013-CO

Background

The existing influent pumping, screening, and grit removal facilities at the De Pere Facility (DPF) are undersized, experiencing issues with performance and have reached the end of their useful life. The age, performance and capacity of the facilities impacts the reliability and operability of the DPF. The 2022 facility plan titled “Facility Plan for the Green Bay and De Pere Facilities” identified several drivers for the project. The major drivers include:

- Operational limitations: The screening and grit removal systems have proved to have operational issues by allowing debris and grit through to the processes downstream, causing maintenance issues in the solids and liquids stream.
- Peak flow management: The influent pumping system is undersized for the 2040 peak hour design flow. Rated capacity of the influent pumping facilities has been exceeded in recent years.
- Growth in the DPF service area: Residential growth will occur in the DPF service area over the next 10 to 20 years, increasing influent flows and loadings.
- Equipment age and condition: The existing influent pumps, screens, and grit removal equipment range from 20 to 45 years old and lack adequate treatment capacity and reliability.

These infrastructure gaps led to initiating a design contract with Strand Associates, approved at the September 2022 Commission Meeting.. NEW Water staff worked with Strand during design to address existing aging infrastructure, capacity issues, and increase reliability. The DPF Pumping and Headworks includes improvements of influent pumping, influent mechanical screening, grit removal and grit washing, electrical and HVAC systems, and control infrastructure.

Project Bidding

This project was publicly advertised and interested contractors were solicited to submit a bid on April 15th, 2025. Four prime bidders were prequalified for this project, however only one contractor submitted a bid. The bid received from Miron Construction was 17% below the engineer’s estimate. The following table summarizes the bidding information.



<u>Bidder</u>	<u>Bid Value</u>
Miron Construction Co., Inc.	\$20,135,586
Engineer's Estimate	\$24,400,000

At the June 26, 2024, Commission Meeting, the Commission approved two procurement agreements for the pumping and screening equipment that will be incorporated into the overall project. These agreements will be assigned to Miron Construction Co. as part of the project construction contract.

NEW Water staff and the design engineer have reviewed the documentation and believe it to be a responsive and competitive bid. Miron Construction Co., Inc. is the selected bidder with a total cost of \$20,135,586. The construction contract requires the contractor to maintain \$5,000,000 of aggregate liability insurance and \$10,000,000 of umbrella liability coverage. Additional information is provided in the attached letter of recommendation and bid tabulation summary from Strand Associates.

Project Funding

The De Pere Facility Pumping and Headworks Project has been separated into two Clean Water State Revolving Fund Loan phases. The Phase 1 loan is for equipment procurement and the Phase 2 loan is for the construction contract. The Clean Water State Revolving Fund Loan application for the construction contract (Phase 2) has been submitted and approved by WDNR. NEW Water staff are working with the WDNR to close out the Phase 1 loan prior to proceeding with the approval of the Phase 2 loan at a future Commission meeting.

Recommendation

NEW Water staff recommends Commission approval to award the construction contract to Miron Construction in the amount of \$20,135,586. A 10% contingency of \$2,014,000 to be administered under the authority of the Executive Director is also recommended.

Commission Action

Request Commission approval to award the construction contract for the De Pere Facility Pumping and Headworks #220013-CO to Miron Construction in the amount of \$20,135,586 with a 10% contingency of \$2,014,000 administered under the authority of the Executive Director for a total amount of \$22,149,586.

Attachment: Strand Associates Letter of Recommendation and Bid Tabulation



Strand Associates, Inc.®
910 West Wingra Drive
Madison, WI 53715
(P) 608.251.4843
www.strand.com

April 16, 2025

Mr. Tyler Biese, P.E., Staff Engineer
NEW Water/Green Bay Metropolitan Sewerage District
2231 North Quincy Street
Green Bay, WI 54302

Re: De Pere Facility Pumping and Headworks Project
Contract 220013
Green Bay Metropolitan Sewerage District, Wisconsin

Dear Tyler,

Bids for the above-referenced Project were opened on April 15, 2025. One Bid was received with the resulting Bid tabulation enclosed. The low Bid of \$20,135,586 was less than ENGINEER's opinion of probable construction cost of \$24,400,000.

Miron Construction Co., Inc. (Miron) of Neenah, Wisconsin, was the apparent low Bidder at \$20,135,586. The Bid included a Bid Bond for 5 percent and Addendums No. 1 through No. 3 were acknowledged. The Bid is deemed to be responsive.

Strand Associates, Inc.® has previously worked with Miron on projects for the City of Dubuque, Iowa, Racine Water and Wastewater Utilities, the Village of Redgranite, and the City of Fond du Lac, Wisconsin. For those projects, the owners determined Miron to be responsible.

If you determine that Miron is a responsible Bidder after your evaluation of their qualifications, we recommend proceeding with award of the Contract in accordance with Article 18 of the Instructions to Bidders.

Sincerely,

STRAND ASSOCIATES, INC.®

Glenn W. Tranowski, P.E.

Enclosure

De Pere Facility Pumping and Headworks Project					
Contract 220013					
NEW Water/Green Bay Metropolitan Sewerage District					
Solicitor: Strand Associates, Inc.					
April 15, 2025 10 A.M. Central Time					
				Miron Construction Co., Inc.	
Section Title	Item Description	UofM	Quantity	Unit Price	Extension
Contract 220013EP1 Screening Equipment Procurement					
Lump Sum Base Bid Item A		LS	1	\$410,674.50	\$410,674.50
Contract 220013EP2 Influent Pumps Procurement					
Lump Sum Base Bid Item B		LS	1	\$1,185,600.00	\$1,185,600.00
Contract 220013 De Pere Facility Pumping and Headworks Project					
Lump Sum Base Bid Item C		LS	1	\$18,539,311.50	\$18,539,311.50
Base Bid Total:				\$20,135,586.00	

Memorandum

TO: Commission
Nathan Qualls

FROM: Tyler Biese

DATE: May 28, 2025

SUBJECT: De Pere Facility Pumping and Headworks Project – Construction Related Services

Background

The existing influent pumping, screening, and grit removal facilities at the De Pere Facility (DPF) are undersized, experiencing issues with performance and have reached the end of their useful life. Strand Associates has been working closely with NEW Water staff to develop De Pere Facility Pumping and Headworks Project bidding documents to address aging infrastructure, capacity issues, and increase operational flexibility. Bids for the De Pere Facility Pumping and Headworks Project were opened on April 15th, 2025.

At the request of staff, Strand Associates has submitted an agreement to provide construction-related services. The construction project is expected to run through December 2027. Major services include:

- Contract administration of the construction contract
- Construction progress meetings and site visits
- Shop drawing and submittal reviews
- Construction observation

As the project's design engineer, the Strand team is uniquely positioned to provide these services because of their detailed knowledge of the project. Staff have reviewed the attached agreement, scope, and related costs and found them appropriate for the work required. The full agreement, including the scope of work and cost breakdown, is attached for reference.

The attached agreement requires a \$5,000,000 professional liability insurance policy.

Recommendation

NEW Water staff recommends Commission approval to authorize the Executive Director to enter into a contractual agreement with Strand Associates to provide engineering services during construction for the De Pere Facility Pumping and Headworks Project in the amount of \$2,335,400 and a 10% contingency of \$233,540 for a total amount of \$2,568,940 to be administered under the authority of the Executive Director.



Commission Action

Request Commission approval to enter into a contractual agreement with Strand Associates to provide engineering services during construction for the De Pere Facility Pumping and Headworks Project in the amount of \$2,335,400 and a 10% contingency of \$233,540 for a total amount of \$2,568,940 to be administered under the authority of the Executive Director.

Attachment: Agreement for Construction-Related Services



Strand Associates, Inc.®
910 West Wingra Drive
Madison, WI 53715
(P) 608.251.4843
www.strand.com

May 9, 2025

NEW Water/Green Bay Metropolitan Sewerage District
2231 North Quincy Street
Green Bay, WI 54302

Attention: Mr. Tyler Biese, P.E.

Re: Agreement for Construction-Related Services
De Pere Facility Pumping and Headworks Project

This is an Agreement between Green Bay Metropolitan Sewerage District, hereinafter referred to as OWNER, and Strand Associates, Inc.®, hereinafter referred to as ENGINEER, to provide Construction-Related Services (Services) for the De Pere Facility (DPF) Pumping and Headworks Project. This Agreement shall be in accordance with the following elements.

Scope of Services

ENGINEER will provide to OWNER the Services for the project designed by ENGINEER, as described in Exhibit A, consisting of five pages.

Compensation

OWNER shall compensate ENGINEER for Services based on the actual number of hours incurred by ENGINEER in performance of the Services plus reimbursable expenses for an estimated fee of \$2,335,400 as described in Exhibit B, consisting of one page.

Expenses reimbursable by OWNER hereunder include those actually incurred by ENGINEER in performance of the Services for travel and postage. Reimbursable expenses will be billed at actual cost.

The estimated fee will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services** requested or caused by OWNER through no fault of ENGINEER. Any adjustments will be negotiated based on ENGINEER's increase in costs caused by delays, extensions, amendments, or changes.

Invoicing and Payment

Monthly, during the term of this Agreement, ENGINEER shall submit to OWNER an invoice relative to Services performed and reimbursable expenses incurred during the previous calendar month, together with detailed information and/or records of its time spent and expenses incurred in performing such Services, sufficient to allow OWNER to verify the compensation due to ENGINEER hereunder for such previous calendar month. OWNER shall pay undisputed amounts included in such invoices within thirty days after receipt of the invoice from ENGINEER. If OWNER disputes any amount included within a particular invoice, OWNER will promptly notify ENGINEER in writing of such dispute and the parties will follow the dispute resolution procedures set forth in the Agreement in order to resolve any such dispute.

NEW Water/Green Bay Metropolitan Sewerage District
Page 2
May 9, 2025

ENGINEER shall be responsible for and pay all payrolls, employment and other taxes and governmental obligations arising from the compensation, fees and expenses paid by OWNER to ENGINEER hereunder. Moreover, ENGINEER shall pay any and all subconsultants no later than 30 days after receipt of payment from OWNER for Services that encompass those performed by any such subconsultants.

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of five percent per year carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

Schedule

Services will begin upon execution of this Agreement, which is anticipated the week of May 26, 2025. Services are scheduled for completion on January 31, 2028.

Standard of Care

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the generally accepted standards, practices, care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services. ENGINEER shall comply with all applicable federal, state, and local laws and regulations in the performance of Services hereunder. Moreover, all design documents prepared by or on behalf of ENGINEER as part of the Services shall be in compliance with all applicable laws, rules and regulations in effect on the date such design documents were created.

OWNER's Responsibilities

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.
3. Provide access to the site as required for ENGINEER to perform Services under this Agreement.
4. Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Agreement.

NEW Water/Green Bay Metropolitan Sewerage District
Page 3
May 9, 2025

5. Use reasonable efforts to provide access to and make provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Agreement.
6. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
7. Retain or require construction contractor to retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations. OWNER's or construction contractor's soils consultant shall provide all necessary geotechnical testing during construction. Owners or construction contractor's soils consultant shall notify OWNER and ENGINEER of any geotechnical testing indicating any materials that are not in accordance with the Contract Documents (nonconforming materials) and if any nonconforming materials have been incorporated into the work.
8. Pay all permit and plan review fees payable to regulatory agencies.

Insurance

ENGINEER and ENGINEER's subconsultants shall acquire and maintain:

1. Statutory workers' compensation and employer's liability insurance coverage.
2. Commercial general liability insurance coverage with a limit of \$1,000,000 or more per occurrence and annual aggregate applicable to bodily injury and property damage claims.
3. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented, and hired cars. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000.
4. Professional liability insurance coverage with a per claim and annual aggregate limit of \$5,000,000.

OWNER shall be named as additional insured on policies No. 2 and No. 3 above. Upon request, a certificate of insurance will be provided to OWNER with a 30-day written notice in the event the above policies are cancelled.

Opinion of Probable Cost

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

Observation Services

In furnishing observation services, ENGINEER's efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but ENGINEER will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents. Notwithstanding the foregoing, ENGINEER will be

NEW Water/Green Bay Metropolitan Sewerage District
Page 4
May 9, 2025

responsible for alerting OWNER of instances in which the contractor's work does not, in the ENGINEER's opinion, conform to the Contract Documents.

Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.
2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services** (Exhibit A).
3. If there is a modification of Wisconsin Department of Natural Resources requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

Extension of Services

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

Work Product

ENGINEER'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 OWNER when ENGINEER has been fully compensated as set forth herein. ENGINEER may keep copies of all work product for its records.

ENGINEER and OWNER recognize that ENGINEER's work product submitted in performance of this Agreement is intended only for the project described in the Agreement. OWNER's reuse of information not related to this project shall be at OWNER's sole risk and without liability to ENGINEER.

Independent Contractors

Each party to this Agreement is, and shall at all times during the Term remain, an independent business acting exclusively as an independent contractor. Neither party shall be deemed or construed to be partners, joint venturers, principal and agent, employer/employee or anything but independent contractors. Neither party shall have the power or authority to bind the other, except as may be expressly

NEW Water/Green Bay Metropolitan Sewerage District
Page 5
May 9, 2025

set forth herein. ENGINEER shall not be entitled to participate in any employee benefit or welfare plan maintained from time to time by OWNER for its employees. If ENGINEER is reclassified by a state or federal agency or court as an employee of OWNER, ENGINEER will become a "reclassified employee" and will receive no benefits except those mandated by state or federal law, even if by the terms of OWNER's benefit plan in effect at the time of such reclassification, ENGINEER would otherwise be eligible for such benefits.

Indemnification

ENGINEER agrees to indemnify and hold OWNER harmless from and against any liability to the extent arising out of the negligent errors or negligent omissions of ENGINEER, its agents, employees, representatives, or Subconsultants and the performance of ENGINEER's duties under this Agreement.

Confidential Information

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

1. Becomes generally available to the public other than as a result of disclosure by ENGINEER or its agents or employees.
2. Was available to ENGINEER on a non-confidential basis prior to its disclosure by OWNER.
3. Becomes available to ENGINEER from a third party who is not, to the knowledge of ENGINEER, bound to retain such information in confidence.

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

Subcontracts

ENGINEER shall be entitled, to the extent determined appropriate by ENGINEER, to subcontract any portion of the services to be performed under the Agreement, with the consent of OWNER. OWNER consent will not be unreasonably withheld.

Assignment

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement may not be assigned by OWNER or ENGINEER without prior, written consent of the other.

Severability

If any part of the 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.

NEW Water/Green Bay Metropolitan Sewerage District
Page 6
May 9, 2025

Notices

Notice to either party shall be deemed to have been given when delivered in person, by e-mail, or if mailed by registered or certified mail on the third day after deposited in the mail and if delivered by delivery service with proof of delivery, on the date received provided the notice is sent to the address shown below or at such other address as ENGINEER instead may from time to time designate in writing by notice to OWNER in the same manner as herein set forth. Notice to ENGINEER shall be similarly delivered to ENGINEER'S address at 910 West Wingra Drive, Madison, Wisconsin 53715. Notice to OWNER shall be similarly delivered to OWNER's address at 2231 North Quincy Street, Green Bay, Wisconsin 54302, Attention: Nathan Qualls, Executive Director.

Termination

This Agreement may be terminated by OWNER as follows: (1) for its convenience by providing written notice to ENGINEER at least thirty days prior to the effective date of termination; or (2) for cause, in the event that ENGINEER materially breaches this Agreement through no fault of OWNER, and ENGINEER neither cures such breach nor makes reasonable progress toward a cure within fifteen days after OWNER has given written notice of the alleged breach to ENGINEER.

This Agreement may be terminated by ENGINEER for cause, in the event that OWNER materially breaches this Agreement through no fault of ENGINEER, and OWNER neither cures such breach nor makes reasonable progress toward a cure within fifteen days after ENGINEER has given written notice of the alleged breach to OWNER.

In the event of termination of this Agreement, ENGINEER shall be compensated for all Services performed and reimbursable expenses incurred prior to the effective date of termination, subject to OWNER's right to offset against such amounts any and all amounts that OWNER is entitled to receive from ENGINEER pursuant to this Agreement.

Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

Interpretation; Governing Laws

This Agreement and any other documents made part of this Agreement shall be read together and harmonized to the greatest extent reasonably possible; provided, however, any direct conflict between the terms and conditions of this Agreement and the attached documents shall be resolved in favor of this Agreement. This Agreement shall be subject to such further written agreements, executed by the undersigned parties, as may be made during the Term of the Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

NEW Water/Green Bay Metropolitan Sewerage District
Page 7
May 9, 2025

Dispute Resolution

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof must be brought in a state or federal court located in Brown County, Wisconsin. The parties waive any right of a trial by jury in any legal proceeding arising out of or relating to this Agreement.

Each party shall bear its own costs and expenses incurred in any such proceeding.

Entire Understanding

This Agreement expresses the entire understanding between ENGINEER and OWNER with respect to the subject matter thereof, including without limitation, ENGINEER'S delivery of the Services to OWNER.

Terms and Conditions

The terms and conditions of this Agreement will apply to the Services defined in the **Scope of Services** (Exhibit A).

Authorization

The persons executing the 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.

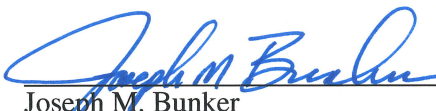
IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

GREEN BAY METROPOLITAN SEWERAGE
DISTRICT


Joseph M. Bunker
Corporate Secretary

Date

5/9/25

Nathan Qualls, P.E.
Executive Director

Date

Exhibit A Scope of Services

Scope of Services

ENGINEER will provide the following Services to OWNER:

Construction-Related Services

1. Contract Administration

- a. Assist OWNER with preparation of the notice to proceed for the contractor. Review contractor's bonds and insurance for conformance with the Contract Documents. Assist OWNER with executing the construction contract agreement with the contractor.
- b. Review contractor's preliminary progress schedule, preliminary schedule of submittals, and preliminary schedule of values for conformance with the Contract Documents.
- c. Attend one preconstruction conference at the DPF with ENGINEER's project manager and a project engineer. Prepare and distribute agenda and minutes to attendees.
- d. Attend one virtual meeting with OWNER and the contractor's electronic submittal website service provider. During the meeting, the contractor's electronic submittal service provider shall train OWNER and ENGINEER to use the electronic submittal service to transmit documents between the contractor, OWNER, and ENGINEER during the construction project.
- e. Attend up to 103 virtual weekly construction progress meetings with ENGINEER's project manager and one project engineer. The contractor shall prepare and distribute agenda and minutes to attendees in accordance with the Contract Documents.
- f. Attend up to 30 monthly construction progress meetings at the DPF with ENGINEER's project manager and a project engineer. Review contractor's progress schedule at each meeting. Prepare agenda and minutes for each meeting and distribute to attendees.
- g. Attend one insulated metal panels pre-installation meeting, one built-up asphalt roofing pre-installation meeting, and one pre-painting meeting at the DPF with one project engineer (and other project engineers attending the meeting virtually, if necessary).
- h. Process, review, and recommend payment by OWNER for up to 30 of the contractor's periodic pay applications. ENGINEER's review of payment applications from the contractor will not impose responsibility to determine that title to any of the work has passed to OWNER free and clear of any liens, claims, or other encumbrances.
- i. Respond to up to 100 contractor requests for information (RFIs).
- j. Prepare up to 100 cost proposal requests, work change directives, and change orders for possible changes in scope of work, if necessary; and provide to OWNER and the contractor. Review contractor-provided responses to cost proposal requests and work change directives and provide responses, as appropriate. Discuss responses with OWNER.
- k. Review 450 shop drawing submittals in accordance with the Contract Documents. Review and incorporate OWNER's shop drawing comments. Review shop drawing submittals for

conformance with American Iron and Steel act requirements in accordance with the Contract Documents. Shop drawings exceeding three submittals will be reviewed on an hourly rate basis plus expenses in accordance with the Contract Documents. It is anticipated charges incurred exceeding three submittals will be billed to OWNER who will be reimbursed by contractor via change order.

- l. Provide up to 40 hours to review contractor's substitution requests. Substitution requests will be reviewed on an hourly rate basis plus expenses in accordance with the Contract Documents. It is anticipated charges incurred will be billed to OWNER who will be reimbursed by contractor via change order.
- m. Visit the DPF construction site up to ten times to observe construction progress with two engineers per visit. Site visits may be attended by either the project manager, project engineer, electrical engineer, structural engineer, or mechanical engineer, as appropriate.
- n. Provide four site visits by an electrical engineer and a process engineer for two partial utilization reviews for the influent pumping station, one partial utilization review for the grit removal facilities, and one substantial completion review for the remainder of the project with OWNER and contractor at the DPF. Prepare lists of items to be completed or corrected for three partial utilizations and substantial completion.
- o. Provide three site visits by one engineer for three final completion reviews with OWNER and contractor to review the lists of items to be completed or corrected by contractor.

2. RPR Services

- a. Provide RPR services for a total of 4,796 hours.
- b. Review the construction progress schedules, schedule of shop drawing submittals, and schedule of values prepared by the contractor for conformance with the Contract Documents.
- c. Attend up to 103 weekly construction progress meetings on-site at the DPF.
- d. Attend the preconstruction conference and up to 30 monthly construction progress meetings.
- e. Serve as a liaison between OWNER and contractor.
- f. Observe specified tests, equipment, and system start-ups associated with the project for conformance with the Contract Documents.
- g. Review up to 100 contractor's RFIs and discuss responses with OWNER.
- h. Assist in preparing a list of items to be completed or corrected for one partial utilization review for the influent pumping station, one partial utilization review for the grit removal facilities, and one substantial completion review for the remainder of the project with OWNER and contractor at the DPF.
- i. Review up to 30 contractor payment applications. Review materials stored on-site match stored material invoices submitted with payment applications. Review contractor's record drawings prior to each payment application for conformance with change orders, field orders, RFI's, shop drawing comments, and field measurements.

- j. Prepare and submit to OWNER daily observation reports and construction photographs. Organize photographs by structure/area and date. Submit to OWNER within three business days of report or photograph date.
 - k. Review contractor's request for shutdown form enclosed in the project manual. Review contractor equipment list onsite for conformance with items included in contractor's request for shutdown form. Report discrepancies to OWNER and contractor.
3. Start-Up and Training
- a. Provide start-up assistance including consultation with OWNER, observation of start-up and training by equipment manufacturers, response to operators' inquiries, and attendance at classroom training sessions. One start-up meeting at the DPF for each the following equipment systems is anticipated: slide and sluice gates, screening equipment, grit pumps, rotary lobe pumps, submersible pumps, influent pumps, scum screen, grit washer, scum skimmer, and grit collector.
 - b. Develop a list of equipment testing, process equipment functional testing, and start-ups required by the Contract Documents. Track contractor progress and schedule on equipment testing and start-ups for 30 months. Update list and present to Owner at monthly construction progress meetings.
4. Supervisory Control and Data Acquisition (SCADA) Services
- a. Attend the functional acceptance testing coordination videoconference. Prepare and distribute agenda and minutes to attendees.
 - b. Attend 136 hours of virtual contractor-led factory-acceptance testing for new programmable logic controller (PLC)-based control panels provided by the contractor. Factory-acceptance testing will include testing PLC inputs and outputs and their representation on the new SCADA system human-machine interface graphics, and new process control logic. Review SCADA program for conformance with OWNER SCADA Standard for Packaged Systems.
 - c. Attend contractor-led site-acceptance testing at the DPF for new PLC-based control panels provided by the contractor. Site-acceptance testing will include testing PLC inputs and outputs and new process control logic. This includes up to four three-day trips to the DPF.
 - d. Develop a list of software and hardware input and output points which should be completed by the contractor in accordance with the Contract Documents. Develop a list of programable logic controllers control strategies which should be completed by the contractor in accordance with the Contract Documents.
5. Operation and Maintenance (O&M) Manual
- a. Prepare an update to the existing O&M Manual for the DPF including written narratives, figures, and descriptive tables for the new and modified screening, influent pumping, grit removal, and scum processes. Submit draft O&M Manual to OWNER electronically and incorporate OWNER comments, as appropriate. Submit the final O&M Manual electronically to OWNER.
 - b. Review one submittal of equipment manufacturer O&M Manuals for the project submitted by the contractor. Review and incorporate OWNER's comments on equipment

manufacturer O&M Manuals, as appropriate. The contractor shall update the equipment manufacturer's O&M Manual project-specific operational parameters as they have been modified/verified during functional testing.

6. Record Drawings

Prepare record drawings based on contractor's markup drawings. Record drawings will be transmitted to OWNER electronically as portable document format and AutoCAD files. Prepare and transmit to OWNER a full-size hard copy record drawing. ENGINEER is providing drafting services for record drawings only based on the records presented to ENGINEER by contractor and OWNER. ENGINEER will not be liable for the accuracy of the record drawing information provided by the contractor and OWNER. Provide electronic copy of project manual, shop drawings, O&M Manuals, requests for information, work change directive, change orders, meeting minutes, field orders, startup reports, contractor's electronic submittal service files, and daily observation reports.

7. Davis Bacon Wage Rate Assistance Services

Review the contractor's weekly certified payroll reports and compliance statements for up to 30 months for compliance with the Davis Bacon wage rates included in the contract and report potential discrepancies to OWNER. Review two submittals of the contractor's documentation on apprenticeships for up to 30 months for compliance with the Davis Bacon wage rates included in the contract and report potential discrepancies to OWNER. During four separate one day trips on-site, conduct labor standards interviews of contractor's and subcontractors' employees using Standard Form 1445 with the first trip occurring within two weeks of contractor's initial payroll, two trips occurring periodically throughout the project, and the fourth trip occurring prior to final completion of the project. Organize hard copies of contractors certified payrolls, apprentice documentation, and interview forms. Submit compiled hard copy documents to OWNER at final completion of project.

Service Elements Not Included

The following services are not included in this Agreement. If such services are required, they will be provided through an amendment to this Agreement or through a separate agreement.

1. Additional and Extended Services during construction made necessary by:
 - a. Work damaged by fire or other cause during construction.
 - b. A significant amount of defective or neglected work of any contractor.
 - c. Prolongation of the time of the construction contract.
 - d. Default by contractor under the construction contract.
2. Additional Site Visits and/or Meetings: Additional OWNER-required site visits or meetings.
3. Bidding Alternatives and Bid Phasing: Any services involved in providing bidding alternatives or bidding phases.
4. Geotechnical Engineering: Geotechnical engineering information will be required and provided through OWNER and OWNER's geotechnical consultant. ENGINEER will assist OWNER with defining initial scope of geotechnical information that is required to allow OWNER to procure geotechnical engineering services.

5. Preparation for and/or Appearance in Litigation on Behalf of OWNER: Any services related to litigation.
6. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed.
7. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: If a Contract is not awarded pursuant to the original bids.
8. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring.
9. Unsolicited Media: Services under this Agreement do not include the review or analysis of unsolicited media (including but not limited to photos, videos, drone footage) provided by the OWNER or contractors unless specifically requested and agreed upon in writing.

The ENGINEER's use of electronic construction administration programs (e.g., e-builder, Newforma) or any contractor's electronic submittal website is limited to the scope of services defined in this Agreement. The ENGINEER is not responsible for the review of unsolicited media uploaded to these programs unless specifically requested and agreed upon in writing.

All media submissions by the OWNER or contractors must be accompanied by a formal request outlining the specific review requested. The ENGINEER reserves the right to disregard any unsolicited media not submitted in accordance with this protocol. The ENGINEER shall not be liable for any errors, omissions, or delays in services or the construction work arising from the review or analysis of unsolicited media provided by the OWNER or contractors. Any review or analysis of unsolicited media by the OWNER or contractors shall be requested by the OWNER and shall be considered additional services.

Exhibit B - Anticipated Hours and Fee

Task	Principal Engineer	Project Manager	Process Project Engineer		Electrical Engineers		Mechanical Engineers		Civil Engineers		Structural Engineers		Resident Project Representative		ACAD		Office		Total Hours	Labor	Total Expenses	Total Fee
			Glenn Tranowski	Staff	Staff	Staff	Staff	Staff	Staff	Staff	Staff	Staff	Staff	Staff	Staff	Staff	Staff					
																		\$				
Project Management																						
General Project Management Activities, Internal Coordination																						
Monthly NEW Water Coordination, Invoicing, Project Reporting																						
Construction Related Services - Contract Administration																						
Notice to Proceed																						
Review Construction Schedule and Contractor Schedule of Values																						
Preconstruction Meeting and Construction Progress Meetings																						
Construction Foreman Meetings																						
Construction Progress Meetings																						
Preinstallation Meetings																						
Process Pay Requests																						
Requests for information																						
Cost Proposal Requests, Work Change Directives, and Change Orders																						
Shop Drawing Review																						
Substitution Review																						
Engineer Site Visits																						
Partial Utilization and Substantial Completion Site Visits, Items to be Completed																						
Final Completion Site Visits and Closeout																						
Onsite Observation																						
Start-Up Assistance																						
Develop Equipment Testing and Start-Up List. Track Contractor progress monthly.																						
Functional Acceptance Testing Videoconference																						
Virtually Attend Factory Testing of Functional Acceptance Testing																						
Attend Onsite Testing of Functional Acceptance Testing																						
Develop I/O and PLC control Strategy List required by Contract Documents.																						
Operation and Maintenance Manual																						
Review Equipment Manufacturer Operation and Maintenance Manuals																						
Record Drawings																						
Davis Bacon Wage Rate Assistance Services																						
Davis Bacon Wage Rate Assistance Services																						
Total Hours and Costs																						

Memorandum

TO: Commission
Nathan Qualls

FROM: Tyler Biese

DATE: May 28, 2025

SUBJECT: Green Bay Facility Miscellaneous Pumping and High Strength Waste Improvements – Design, Bidding, and Construction Related Services

Background

Engineering and operations staff are proposing a project to make improvements to the following facilities: South Plant return activated sludge (RAS) and waste activated sludge (WAS) pumps, North Plant basin drain pumps, high strength waste receiving, and ash slurry piping system. The primary driver for this project is aging infrastructure that is becoming more difficult to maintain, which could lead to major failures.

- The South Plant RAS and WAS pumps (installed in the 1990's) and North Plant Basin Drain pumps (installed in the 1970's) have been rebuilt numerous times by NEW Water Staff. The interval between rebuilds is decreasing and restoring the pumps to their original capacity is becoming increasingly challenging.
- High strength waste (HSW) receiving facilities were constructed with the Resource Recovery and Electrical Energy (R2E2) Project in 2019. The HSW contributes additional organic loadings to the digester, resulting in increased biogas production. Due to the corrosivity of the material, NEW Water has faced failures in piping, valves, pumps, and storage tank liner associated with the HSW systems.
- NEW Water's solids processing facilities, including a high-temperature fluid bed incineration process, were replaced with the R2E2 project. Ash slurry created from the incineration of biosolids is pumped through a piping system to the ash decant basins. A section of the existing abrasion-resistant piping system has required replacement, and there is uncertainty on the longevity of this system. A redundant PVC line was installed during R2E2 as a limited-term backup. Continued operation of the abrasion-resistant piping system without a longer-term solution than the PVC backup system will likely result in long-term incineration system outages.

Request for Proposal and Engineering Team Selection

NEW Water staff developed a scope for consulting engineering services for the design, bidding and construction related services for the proposed project. This scope of services was incorporated into a Request for Proposal (RFP) and sent to four consulting engineering firms for consideration. The two engineering teams that provided a proposal included Strand Associates and Donohue & Associates. Each proposal was reviewed and scored on the following criteria:



Criteria	Weighting
Firm Qualifications	15%
Project Approach	15%
Schedule	35%
Project Team/Personnel	20%
Level of Effort/Cost	15%

The following table summarizes the NEW Water teams' scoring of each proposal alongside the consultant's proposed fees. In addition to the base engineering fee, this table also includes an allowance for designing improvements to separate the high-strength waste from the sludge entering the digester. Separating the sludge from the high-strength waste will reduce the impact of corrosion on the system.

Engineering Team	Total Score	Base Engineering Fee	Allowance	Total Fees
Strand Associates	7.45	\$733,600	\$15,100	\$748,700
Donohue & Associates	6.93	\$903,316	\$53,850	\$957,166

After reviewing the two proposals, NEW Water staff recommend awarding the design, bidding, and construction services agreement to Strand Associates. The Strand team understands the drivers, scope, and challenges of the project and has assembled a strong team to deliver it.

The attached agreement requires a \$5,000,000 professional liability insurance policy.

Recommendation

NEW Water staff recommends Commission approval to authorize the Executive Director to enter into a contractual agreement with Strand Associates to provide design, bidding and construction related services for the Green Bay Facility Miscellaneous Pumping and High Strength Waste Improvements in the amount of \$733,600, an allowance for additional design services in the amount of \$15,100 for a total of \$748,700 and a 10% contingency of \$75,000 for a total amount of \$823,700 to be administered under the authority of the Executive Director.

Commission Action

Request Commission approval to authorize the Executive Director to enter into a contractual agreement with Strand Associates to provide design, bidding and construction related services for the Green Bay Facility Miscellaneous Pumping and High Strength Waste Improvements in the amount of \$733,600, an allowance for additional design services in the amount of \$15,100 for a total of \$748,700 and a 10% contingency of \$75,000 for a total amount of \$823,700 to be administered under the authority of the Executive Director

Attachment: Agreement for Design, Bidding, and Construction Related Services



Strand Associates, Inc.[®]
910 West Wingra Drive
Madison, WI 53715
(P) 608.251.4843
www.strand.com

May 16, 2025

NEW Water/Green Bay Metropolitan Sewerage District
2231 North Quincy Street
Green Bay, WI 54302

Attention: Mr. Tyler Biese, P.E., Staff Engineer

Re: Agreement for Design, Bidding-, and Construction-Related Services
Green Bay Facility Miscellaneous Pumping and High-Strength Waste Improvements

This is an Agreement between the NEW Water/Green Bay Metropolitan Sewerage District, hereinafter referred to as OWNER, and Strand Associates, Inc.[®], hereinafter referred to as ENGINEER, to provide engineering services (Services) for the Green Bay Facility (GBF) Miscellaneous Pumping and High-Strength Waste (HSW) Improvements project. This Agreement shall be in accordance with the following elements.

Scope of Services

ENGINEER will provide to OWNER the Services for the project designed by ENGINEER, as described in Exhibit A, consisting of six pages.

Compensation

OWNER shall compensate ENGINEER for the **Scope of Services** based on the actual number of hours incurred by ENGINEER in performance of the Services plus reimbursable expenses an estimated fee of \$733,600 as described in Exhibit B, consisting of one page.

If authorized by OWNER to proceed with the **If-Authorized High-Strength Waste Feed Force Main Services**, then OWNER shall compensate ENGINEER an estimated fee of \$15,100 for such services.

Expenses reimbursable by OWNER hereunder include those actually incurred by ENGINEER in performance of the Services for travel and postage. Reimbursable expenses will be billed at actual cost.

The estimated fee will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services** requested or caused by OWNER through no fault of ENGINEER. Any adjustments will be negotiated based on ENGINEER's increase or decrease in costs caused by delays, extensions, amendments, or changes.

Invoicing and Payment

Monthly, during the term of this Agreement, ENGINEER shall submit to OWNER an invoice relative to Services performed and reimbursable expenses incurred during the previous calendar month, together with detailed information and/or records of its time spent and expenses incurred in performing such Services, sufficient to allow OWNER to verify the compensation due to ENGINEER hereunder for such previous calendar month. OWNER shall pay undisputed amounts included in such invoices within thirty days after receipt of the invoice from ENGINEER. If OWNER disputes any amount included within a particular invoice, OWNER will promptly notify ENGINEER in writing of such dispute and the parties will follow the dispute resolution procedures set forth in the Agreement in order to resolve any such dispute.

GWT:dfe\R\MAD\Documents\Agreements\G\Green Bay MSD\GBF-MiscPumping&HSW Imps.2025\Agr\3808.043.docx

NEW Water/Green Bay Metropolitan Sewerage District
Page 2
May 16, 2025

ENGINEER shall be responsible for and pay all payrolls, employment and other taxes and governmental obligations arising from the compensation, fees and expenses paid by OWNER to ENGINEER hereunder. Moreover, ENGINEER shall pay any and all subconsultants no later than 30 days after receipt of payment from OWNER for Services that encompass those performed by any such subconsultants.

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of five percent per year carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

Schedule

Services will begin upon execution of this Agreement, which is anticipated the week of May 26, 2025. Services are scheduled for completion on March 31, 2027.

Standard of Care

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the generally accepted standards, practices, care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services. ENGINEER shall comply with all applicable federal, state, and local laws and regulations in the performance of Services hereunder. Moreover, all design documents prepared by or on behalf of ENGINEER as part of the Services shall be in compliance with all applicable laws, rules and regulations in effect on the date such design documents were created.

OWNER's Responsibilities

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.
3. Use reasonable efforts to provide access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Agreement.
4. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
5. Provide all legal services as may be required for the development of this project.

NEW Water/Green Bay Metropolitan Sewerage District
Page 3
May 16, 2025

6. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations. OWNER's soils consultant shall provide all necessary geotechnical testing during construction. OWNER's soils consultant shall notify OWNER and ENGINEER of any geotechnical testing indicating any materials that are not in accordance with the Contract Documents (nonconforming materials) and if any nonconforming materials have been incorporated into the work.
7. Pay all permit and plan review fees payable to regulatory agencies.

Insurance

ENGINEER and ENGINEER's subconsultants shall acquire and maintain:

1. Statutory workers' compensation and employer's liability insurance coverage.
2. Commercial general liability insurance coverage with a limit of \$1,000,000 or more per occurrence and annual aggregate applicable to bodily injury and property damage claims.
3. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented, and hired cars. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000.
4. Professional liability insurance coverage a per claim and annual aggregate limit of \$5,000,000.

OWNER shall be named as additional insured on policies No. 2 and No. 3 above. Upon request, a certificate of insurance will be provided to OWNER with a 30-day written notice in the event the above policies are cancelled.

Opinion of Probable Cost

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

Observation Services

In furnishing observation services, ENGINEER's efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but ENGINEER will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents. Notwithstanding the foregoing, ENGINEER will be responsible for alerting OWNER of instances in which the contractor's work does not, in ENGINEER's opinion, conform to the Contract Documents.

Payment Requests

ENGINEER's review of Payment Requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to OWNER free and clear of any liens, claims, or other encumbrances. Any such service by ENGINEER will be provided through an amendment to this Agreement.

NEW Water/Green Bay Metropolitan Sewerage District
Page 4
May 16, 2025

Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.
2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services** (Exhibit A).
3. If there is a modification of Wisconsin Department of Natural Resources requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

Extension of Services

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

Work Product

ENGINEER'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 OWNER when ENGINEER has been fully compensated as set forth herein. ENGINEER may keep copies of all work product for its records.

ENGINEER and OWNER recognize that ENGINEER's work product submitted in performance of this Agreement is intended only for the project described in the Agreement. OWNER's reuse of information not related to this project shall be at OWNER's sole risk and without liability to ENGINEER.

Independent Contractors

Each party to this Agreement is, and shall at all times during the Term remain, an independent business acting exclusively as an independent contractor. Neither party shall be deemed or construed to be partners, joint venturers, principal and agent, employer/employee or anything but independent contractors. Neither party shall have the power or authority to bind the other, except as may be expressly set forth herein. ENGINEER shall not be entitled to participate in any employee benefit or welfare plan maintained from time to time by OWNER for its employees. If ENGINEER is reclassified by a state or federal agency or court as an employee of OWNER, ENGINEER will become a "reclassified employee" and will receive no benefits except those mandated by state or federal law, even if by the terms of OWNER's benefit plan in effect at the time of such reclassification, ENGINEER would otherwise be eligible for such benefits.

NEW Water/Green Bay Metropolitan Sewerage District
Page 5
May 16, 2025

Indemnification

ENGINEER agrees to indemnify and hold OWNER harmless from and against any liability to the extent arising out of the negligent errors or negligent omissions of ENGINEER, its agents, employees, representatives, or Subconsultants and the performance of ENGINEER's duties under this Agreement.

Confidential Information

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

1. Becomes generally available to the public other than as a result of disclosure by ENGINEER or its agents or employees.
2. Was available to ENGINEER on a non-confidential basis prior to its disclosure by OWNER.
3. Becomes available to ENGINEER from a third party who is not, to the knowledge of ENGINEER, bound to retain such information in confidence.

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

Subcontracts

ENGINEER shall be entitled, to the extent determined appropriate by ENGINEER, to subcontract any portion of the services to be performed under the Agreement, with the consent of OWNER. OWNER consent will not be unreasonably withheld.

Assignment

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement may not be assigned by OWNER or ENGINEER without prior, written consent of the other.

Severability

If any part of the 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.

Notices

Notice to either party shall be deemed to have been given when delivered in person, by e-mail, or if mailed by registered or certified mail on the third day after deposited in the mail and if delivered by delivery service with proof of delivery, on the date received provided the notice is sent to the address shown below or at such other address as ENGINEER instead may from time to time designate in writing by notice to OWNER in the same manner as herein set forth. Notice to ENGINEER shall be similarly delivered to ENGINEER'S address at 910 West Wingra Drive, Madison, Wisconsin 53715. Notice to OWNER shall be similarly delivered to OWNER's address at 2231 North Quincy Street, Green Bay, Wisconsin 54302, Attention: Nathan R. Qualls, P.E., Executive Director.

NEW Water/Green Bay Metropolitan Sewerage District
Page 6
May 16, 2025

Termination

This Agreement may be terminated by OWNER as follows: (1) for its convenience by providing written notice to ENGINEER at least thirty days prior to the effective date of termination; or (2) for cause, in the event that ENGINEER materially breaches this Agreement through no fault of OWNER, and ENGINEER neither cures such breach nor makes reasonable progress toward a cure within fifteen days after OWNER has given written notice of the alleged breach to ENGINEER.

This Agreement may be terminated by ENGINEER for cause, in the event that OWNER materially breaches this Agreement through no fault of ENGINEER, and OWNER neither cures such breach nor makes reasonable progress toward a cure within fifteen days after ENGINEER has given written notice of the alleged breach to OWNER.

In the event of termination of this Agreement, ENGINEER shall be compensated for all Services performed and reimbursable expenses incurred prior to the effective date of termination, subject to OWNER's right to offset against such amounts any and all amounts that OWNER is entitled to receive from ENGINEER pursuant to this Agreement.

Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

Interpretation; Governing Laws

This Agreement and any other documents made part of this Agreement shall be read together and harmonized to the greatest extent reasonably possible; provided, however, any direct conflict between the terms and conditions of this Agreement and the attached documents shall be resolved in favor of this Agreement. This Agreement shall be subject to such further written agreements, executed by the undersigned parties, as may be made during the Term of the Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

Dispute Resolution

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof must be brought in a state or federal court located in Brown County, Wisconsin. The parties waive any right of a trial by jury in any legal proceeding arising out of or relating to this Agreement.

Each party shall bear its own costs and expenses incurred in any such proceeding.

Entire Understanding

This Agreement expresses the entire understanding between ENGINEER and OWNER with respect to the subject matter thereof, including without limitation, ENGINEER'S delivery of the Services to OWNER.

NEW Water/Green Bay Metropolitan Sewerage District
Page 7
May 16, 2025

Terms and Conditions

The terms and conditions of this Agreement will apply to the Services defined in the **Scope of Services** (Exhibit A).

Authorization

The persons executing the 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.

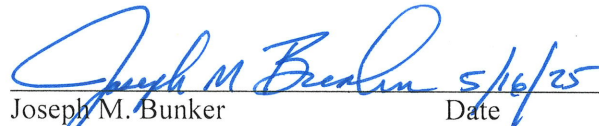
IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

NEW WATER/GREEN BAY METROPOLITAN
SEWERAGE DISTRICT

 5/16/25

Joseph M. Bunker
Corporate Secretary

Date

Nathan R. Qualls, P.E.
Executive Director

Date

Exhibit A
Scope of Services

Scope of Services

ENGINEER will provide the following Services to OWNER.

Project Management Services

1. Conduct a virtual project kickoff meeting to review the project scope, schedule, communication procedures, and project budget and to gather information for design. Provide meeting agenda and minutes.
2. Conduct monthly calls between ENGINEER's project manager and OWNER's project manager to update OWNER on the project's progress. Provide summary notes via email.
3. Prepare and submit monthly invoices and progress reports. Itemize invoices by each major task and indicate each individual's hours per task performed during the billing period. Submit progress reports in memorandum format and summarize activities to date, financial and schedule status, potential for additional services, and potential corrective actions.

Design Services

1. Conduct topographic survey and laser scanning of areas of the site that are impacted by the project inside the existing tunnels.
2. Prepare drawings and technical specifications to replace the GBF South Plant return activated sludge (RAS) pumps and waste activated sludge (WAS) pumps SP-N1, SP-N2, SP-N7, SP-N8, SP-N13, SP-N14, SP-N19, and SP-N20 along with associated check valves, suction isolation valves, and discharge isolation valves. Include the following elements:
 - a. Use flow and head conditions of the existing South Plant RAS and WAS pumps to evaluate non-clog centrifugal pumps. Review existing operational pressures and flow during one of the site visits. New pumps will match the existing pump technology of the GBF North Basin RAS pumps. Evaluate using the same pump model for both South and North RAS pumps.
 - b. Replacement of eight associated variable frequency drives (VFD) and VFD isolation transformers.
 - c. Replacement of four discharge magnetic flow meters SM-N3, SM-N4, SM-N7, and SM-N10.
 - d. Replacement of the associated local control switch station for each of the eight pumps.
 - e. Televising of the RAS piping from the RAS pumps to the two clarifiers in the drawings and technical specifications.
 - f. Replacement of associated conductors, control wiring, and conduits back to the source.
 - g. Evaluation of seal water and flushless mechanical seal technologies for the new pumps.
 - h. Piping and pipe support modifications to accommodate new pump layout and size.
 - i. Replacement of equipment pads for new equipment.
 - j. Evaluation of pump capacity and turndown at up to three impeller sizes.
 - k. Review and prepare drawings and specifications to address leaking water-resistive barrier and water stop between mixed liquor channel slab and basin weir wall.
3. Prepare drawings and technical specifications to replace the two GBF North Plant aeration basin drain pumps LP-B1 and LP-B2, along with associated check valves, suction isolation valves, and discharge isolation valves. Reuse the existing bypass piping, bypass valving, service water connections, and existing starters. Include the following elements:
 - a. Use flow and head conditions of the two existing pumps to evaluate up to three centrifugal pump options to convey mixed liquor suspended solids and digested sludge.
 - b. Replacement of the associated local control switch station for each of the two pumps.

- c. Evaluation of whether the two starters in the Center Mechanical Building can be reused with the two new pumps.
 - d. New control wiring for supervisory control and data acquisition (SCADA) control and alarms.
 - e. Televising of the drain piping from the drain pumps to the four aeration basins in the drawings and technical specifications.
 - f. Replacement of associated conductors, control wiring, and conduits back to the source.
 - g. Evaluation of seal water and flushless mechanical seal technologies for the new pumps.
 - h. Piping and pipe support modifications to accommodate new pump layout and size.
 - i. Replacement of equipment pads for new equipment.
 - j. Evaluation of pump capacity and turndown for up to three impeller sizes.
4. Prepare drawings and technical specifications to rehabilitate two HSW storage tanks T-280-3-1 and T-280-3-2. Include the following elements:
- a. Removal and replacement of the existing liners installed in the tanks.
 - b. Incorporation of concrete condition assessment and rehabilitation into the drawings and technical specifications.
 - c. Replacement of concrete wall expansion joints.
 - d. Evaluation of up to three tank lining systems. Review of pros and cons of alternatives during Workshop No. 2. Include OWNER-selected alternative in the Bidding Documents.
 - e. Include a third party to inspect the liner surface preparation and product application to be in accordance with liner manufacturer's installation instructions in the technical specifications.
5. Prepare drawings and technical specifications to modify the HSW feed pumping system consisting of two pumps P-280-9-1 and P-280-9-2. Include the following elements:
- a. Evaluation and comparison of an independent HSW feed force main to anaerobic digestion compared to replacement of components in the existing common HSW/thickened blended sludge force main.
 - b. Use of the existing HSW feed rotary lobe pump curve to evaluate system performance of the two force main alternatives and associated system characteristics.
 - c. Replacement of existing associated HSW feed piping, instrumentation, and valves.
 - d. Review and evaluation of the materials of construction recommendations from the HSW Evaluation Technical Memorandum for the piping and valves.
6. Prepare drawings and technical specifications to replace the existing polyvinyl chloride (PVC) ash slurry piping from the GBF Solids Facility to the ash decant basins located in the GBF South Plant.
- a. Replacement of the existing ash slurry PVC pipe with an ashcolite piping system. Design thrust restraints at pipe joints on the new ashcolite piping system.
 - b. Evaluation of reusing the existing wall penetrations and existing supports of the existing PVC ash slurry pipe for the new ashcolite ash slurry pipe.
7. Prepare Bidding Documents using Engineers Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2018 edition; technical specifications using Construction Specification Institute 50-division format; and engineering drawings prepared using AutoCAD with ENGINEER's standard title block and drafting standards.
8. Prepare 60 percent design level drawings including process and instrumentation drawings (with SCADA and control functionality), removal drawings, process-mechanical drawings, electrical drawings, one-line diagrams, and construction details. Prepare the 60 percent front end and technical specifications. Provide written responses to OWNER design comments on the drawings and specifications.

9. Tag equipment using OWNER's standards and submit a list of equipment tag numbers for the project in Microsoft Excel format.
10. Prepare 90 percent technical specifications, front end, and drawings. Incorporate OWNER's 60 percent review comments, as appropriate, into the 90 percent submittal. Provide written responses to OWNER design comments on the drawings and specifications.
11. Prepare a 60 and a 90 percent opinions of probable construction cost.
12. Conduct four virtual workshops and provide agendas and meeting minutes for each.
 - a. Workshop No. 1 will focus on pumps and associated piping and valves.
 - b. Workshop No. 2 will focus on the HSW and the ash force main.
 - c. Workshop No. 3 will review the 60 percent design submittal.
 - d. Workshop No. 4 will review the 90 percent design submittal.
13. Incorporate OWNER's 90 percent comments into the 100 percent Bidding Documents. Submit 100 percent Bidding Documents to OWNER.

Bidding-Related Services

1. Provide information and clarification to prospective contractors during the prequalification approval process and assist OWNER in the review of the prequalification submittals. Prepare a letter for rejected contractors citing OWNER's reasons for rejection. Include a listing of contractors prequalified by OWNER in an addendum. Provide a letter of recommendation to OWNER prior to sending letter to prequalified bidding contractors.
2. Prepare the Advertisement to Bid to be issued by OWNER.
3. Distribute Bidding Documents electronically through QuestCDN, available at www.strand.com and www.questcdn.com. Submit Advertisement to Bid to OWNER for publishing.
4. Conduct a prebid conference and site walkthrough of the project areas. Prepare agenda and issue minutes for the prebid conference.
5. Receive and respond to questions concerning the project from prospective bidders.
6. Prepare and issue addenda, as needed, to interpret, clarify, or expand the Bidding Documents.
7. Attend the bid opening virtually; prepare bid tabulation sheets; evaluate bids; contact references of the selected bidder; consult with OWNER regarding acceptability of subcontractors, suppliers, and other persons and organizations proposed by the prime contractor; and submit a written recommendation to OWNER regarding the award of a Contract.

Construction-Related Services

1. Contract Administration
 - a. Prepare conformed documents for construction that incorporate addenda items into the Bidding Documents to be distributed to OWNER, the contractor, and ENGINEER. The Conformed Documents to be submitted as both paper copies and electronic portable document format (PDF) files.
 - (1) Conformed Documents for OWNER include one half-sized copy of reduced size (11-inch by 17-inch) drawings and one copy of the project manual.
 - (2) Conformed Documents for the contractor include four copies of full size (22-inch by 34-inch) drawings and four copies of the project manual.
 - (3) Conformed Documents for ENGINEER will be as required.
 - b. Assist OWNER with preparation of the notice to proceed for the contractor. Review contractor's bonds and insurance included with the agreement in the Contract Documents. Assist OWNER with execution of the construction contract agreement with the contractor.

- c. Review contractor's preliminary progress schedule, preliminary schedule of submittals, and preliminary schedule of values for conformance with the Contract Documents.
 - d. Attend one preconstruction conference at the GBF with the project manager. Prepare and distribute agenda and minutes to attendees.
 - e. Attend up to 11 monthly construction progress meetings at the GBF with the project manager or a Lead Pump Engineer. Review contractor's progress schedule at each meeting. Prepare agendas and minutes for each meeting and distribute to attendees.
 - f. Attend one HSW storage tank pre-installation meeting at the GBF with a Lead Structural Engineer and Corrosion Specialist.
 - g. Coordinate concrete condition assessment included in the Bidding Documents with the contractor.
 - h. Process, review, and recommend payment by OWNER for up to 12 of the contractor's periodic pay applications.
 - i. Respond to up to 50 contractor requests for information (RFI).
 - j. Prepare up to 50 cost proposal requests, work change directives, and change orders for possible changes in scope of work, if needed, and provide to OWNER and contractor. Review contractor-provided responses to cost proposal requests and work change directives and provide responses, as appropriate. Discuss responses with OWNER.
 - k. Review up to 150 shop drawing submittals and associated operation and maintenance manual submittals in accordance with the Contract Documents. Review and incorporate OWNER's shop drawing comments, as appropriate. Review operation and maintenance manuals to review that contractor and equipment manufacturers have included site-specific operational parameters, including parameter changes contractor and/or equipment manufacturer representatives have adjusted during functional testing. Shop drawings exceeding three submittals will be reviewed on an hourly rate basis plus expenses in accordance with the Contract Documents. It is anticipated that charges incurred will be billed to OWNER, who will be reimbursed by the contractor via change order.
 - l. Provide up to 40 hours to review contractor's substitution requests. Substitution requests will be reviewed on an hourly rate basis plus expenses in accordance with the Contract Documents. It is anticipated that charges incurred will be billed to OWNER, who will be reimbursed by the contractor via change order.
 - m. Attend 40 hours of contractor-led site-acceptance testing at the GBF for the new programmable logic controller (PLC)-based controls provided by the contractor, anticipated to be conducted over four one-day trips to the GBF. Site acceptance testing will include PLC inputs, PLC outputs, and new process control logic.
 - n. Prepare a list of software and hardware input and output points that should be completed by contractor in accordance with the Contract Documents.
 - o. Prepare a list of PLC control strategies that should be completed by the contractor in accordance with the Contract Documents.
 - p. Conduct one site visit for one partial utilization review with OWNER and contractor at the GBF. Prepare a list of items to be completed or corrected by the contractor.
 - q. Conduct one site visit for substantial completion review for the remainder of the project with OWNER and contractor at the GBF. Prepare a list of remaining items to be completed or corrected.
 - r. Conduct one site visit for one final completion review with OWNER and contractor to review the list of items to be completed or corrected by contractor.
2. Provide part-time resident project representative services for a total of up to 810 hours to observe construction.
- a. Review construction progress schedules, schedule of shop drawing submittals, and schedule of values prepared by the contractor for conformance with the Contract Documents.
 - b. Attend the preconstruction conference and up to 11 construction progress meetings.

- c. Serve as a liaison between OWNER and the contractor.
 - d. Observe specified tests, equipment start ups, and system start-ups associated with the project.
 - e. Review contractor's RFIs and discuss responses with OWNER.
 - f. Assist with preparation of the lists of items to be completed or corrected for one partial utilization review and one substantial completion review with OWNER and contractor at the GBF.
 - g. Review up to 12 contractor payment applications. Review that materials stored on site match the stored material invoices submitted with payment applications. Review contractor's record drawings prior to each payment application for conformance with change orders, field orders, RFIs, shop drawing comments, and field measurements.
 - h. Prepare daily observation reports and construction photographs and submit to OWNER within three business days of the date of the report/photograph. Organize photographs by structure/area and date.
 - i. Review contractor's request for shut down form enclosed in the Project Manual. Review contractor equipment list onsite for conformance with items included in contractor's request for shut down form. Report discrepancies to OWNER and contractor.
3. Provide up to 80 hours of start-up assistance including consultation with OWNER, observation of start-up and training by equipment manufacturers, response to operator's inquiries, and attendance at classroom training sessions. Review contractor's equipment startup schedule and respond to startup issues.
 4. Prepare record drawings based on contractor's mark-up drawings. Record drawings will be transmitted to OWNER electronically as PDF and AutoCAD files. Prepare and transmit a full-sized hard copy record drawing to OWNER. ENGINEER is providing drafting services for record drawings only based on the records presented to ENGINEER by contractor and OWNER. ENGINEER will not be liable for the accuracy of the record drawing information provided by contractor and OWNER. Provide electronic copies of the project manual, shop drawings, operations and maintenance manuals, RFIs, work change directives, change orders, and daily observation reports.

If-Authorized High-Strength Waste Feed Force Main Services

If authorized by OWNER or OWNER's Representative, ENGINEER will prepare drawings and technical specifications to design an independent HSW feed force main through the existing tunnel to the existing digesters, and incorporate into the project Bidding Documents. Review digester penetration drawings of the new force main with the digester tank manufacturer, DN Tanks.

Service Elements Not Included

The following services are not included in this Agreement. If such services are required, they will be provided through an amendment to this Agreement or through a separate agreement with OWNER.

1. Additional and Extended Services during construction made necessary by:
 - a. Work damaged by fire or other cause during construction.
 - b. A significant amount of defective or neglected work of any contractor.
 - c. Prolongation of the time of the construction contract.
 - d. Default by contractor under the construction contract.
2. Additional Site Visits and/or Meetings: Additional OWNER-required site visits or meetings.
3. Bidding Alternatives and Bid Phasing: Any services involved in providing bidding alternatives or bidding phases.
4. Preparation for and/or Appearance in Litigation on Behalf of OWNER: Any services related to litigation.
5. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed.

6. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: If a Contract is not awarded pursuant to the original bids.
7. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring.
8. Services Related to National Fire Protection Association Standard 820 (NFPA 820) Compliance: Any services required to modify the existing facilities to comply with NFPA 820 in effect in 2025.
9. Unsolicited Media: Any services that include the review or analysis of unsolicited media including, but not limited to, photographs, videos, and drone footage provided by OWNER or contractors unless specifically requested and agreed to in writing. ENGINEER's use of electronic construction administration programs (e.g., e-builder, Newforma) is limited to the Scope of Services defined in this Agreement. ENGINEER is not responsible for the review of unsolicited media uploaded to these programs unless specifically requested and agreed to in writing. All media submissions by OWNER or contractors must be accompanied by a formal request outlining the specific review requested. ENGINEER reserves the right to disregard any unsolicited media not submitted in accordance with this protocol. ENGINEER shall not be liable for any errors, omissions, or delays in services or the construction work arising from the review or analysis of unsolicited media provided by OWNER or contractors. Any review or analysis of unsolicited media by OWNER or contractors shall be requested by OWNER and shall be considered additional services.

Exhibit B - Anticipated Hours and Fee

[illegible]

Memorandum

TO: Commission
Nathan Qualls

FROM: Greg Ashauer

DATE: May 1, 2025

SUBJECT: Subscription Agreement for the Collection System Intelligence Application

Background

As wastewater utilities face risks related to wet-weather and increasing operational costs due to chemical and energy inputs, many are implementing data analytics and real-time decision-making software as a tool to help optimize and manage these issues. As computing power grows, software specialists have developed tools that leverage powerful algorithms to utilize collected data across numerous databases. This software approach 'unlocks' data silos and enables utility staff to make data-driven decisions more-efficiently.

At the May 22, 2024, Commission meeting, Phase I of the Collection System Intelligence Application was approved by the Commission and awarded to Aquasight, LLC, a provider of cloud-based intelligent sewer collection solutions, in the amount of \$30,000. This award came after NEW Water staff evaluated software vendors focused on these software solutions for the water and wastewater sector. Staff participated in software demonstrations and communicated with other utilities currently using similar software. While there are numerous areas in our treatment facility where these solutions can be put to use, NEW Water staff felt that the collection system was the right starting place to evaluate the software.

Aquasight, LLC, with close collaboration with NEW Water staff, has completed Phase I of the collection system intelligence application. The focus of Phase I was to demonstrate that the existing data silos could be safely connected to the Aquasight ACE platform's polling server and that the following functionality was feasible to achieve:

- Improves data quality and reduces staff time to manually review and enter data in the existing billing program
- Improves wet-weather flow analysis to understand Inflow & Infiltration contributions in our collection system
- Provides plant flow prediction capabilities to support operations
- Document the results of Phase I and use cases for implementation in a design report (attached)

In parallel with Phase I work, NEW Water staff worked with our innovation partner, Isle Utilities, to perform a technology scan of collection system intelligence platforms. The technology scan (attached) demonstrated that several vendors are emerging in this field; however, many are focused on delivering only portions of the desired project scope. This technology scan reassured NEW Water staff that Aquasight has demonstrated experience in all desired focus areas of the project.



The Phase II work will include the build-out of the Aquasight ACE platform as the collection system intelligence software to include the following functionality and associated benefits:

Description	Benefits
Cloud-based platform	Bringing critical plant influent and collection system flow rate data to a single, web-based portal, available anywhere
Data analytics and visualization	Data engine evaluating data quality, identifying questionable data, offering data substitution Improving flow data accuracy and reducing time for manual review and data substitution
Wet weather flow analysis	Identifies wet weather events and provides reporting on sewershed performance Greatly improving the review process to support I&I reduction initiatives
Plant influent flow forecasting	Utilization of weather prediction data, flow data to predict influent flows to the treatment facilities Providing operations staff with a data-based forecast to assist in critical wet-weather periods
Custom billing report	Utilizing QA/QC'd data, developing meter-by-meter and customer-by-customer daily flow report Improving flow data imported into the existing billing program

The subscription agreement (attached) is for Phase II and is a multi-year subscription format. The breakdown of the cost is provided below:

Description	Cost
Phase 2: implementation and annual subscription Year 1	\$117,680
Phase 2: annual subscription Year 2	\$42,480
Phase 2: annual subscription Year 3	\$42,480
Total	\$202,640

As staff work with the system, future consideration can be given to expanding the approach into the treatment facility to focus on other implementation strategies, including chemical feed, energy management, or other use cases. System expansion would be based on a future assessment of available software technologies and vendors, with a competitive procurement process to ensure transparency and value.

Recommendation

NEW Water staff recommends Commission approval to authorize the Executive Director to enter into a subscription agreement with Aquasight, LLC for services related to collection system intelligence application and implementation in the amount of \$202,640 with a 10% contingency of \$20,000 for a total amount of \$222,640 to be administered under the authority of the Executive Director.

Commission Action

Request Commission approval to authorize the Executive Director to enter into a subscription agreement with Aquasight, LLC for services related to collection system intelligence application and implementation in the amount of \$202,640 with a 10% contingency of \$20,000 for a total amount of \$222,640 to be administered under the authority of the Executive Director.



NEW WATER PHASE 2 ORDER FORM AND SCOPE OF SERVICES

1. OWNER: **NEW Water
2231 N. Quincy Street
Green Bay, WI**
2. Aquasight Solution: **ACE™
Collection System
Intelligence
ACE 4.3.0, or higher
See Appendix A**
3. Term: **Three (3) calendar year
project with optional
extensions**
4. Fees:

Onboarding Fee:	\$75,200 (One-time)
Technology Fee:	\$42,480 (Annual)
5. Scope of Services
 - Onboarding Project scope and deliverables in Appendix A
 - Annual Technology Fee scope is defined in Appendix D
6. Payment Terms:
 - The rate schedule is described in Appendix C.
 - Onboarding fees will be invoiced in equal monthly installments during onboarding (estimated at up to four (4) months).
 - Technology fee will be signed at the start of the project.
 - Payment terms are Net 30 days.
7. Other terms and conditions:
 - Data polled is described in Appendix B
 - All data quality is the responsibility of the OWNER.
 - All data availability is the responsibility of the OWNER.

- OWNER must provide access to data through an API or a persistent on-time and on-quality access to device/database/SCADA data on OWNER'S computers and OWNER'S network where the source data is available via an internet connection.
- No equipment will be provided by AQUASIGHT on-site or at OWNER's remote locations as part of this project.
- Data extraction from source system assumes industry standard data formats and readable technologies.
- Any delay for requested information can cause delays in timelines and milestones.
- Travel costs for Onboarding Engineer (OE) are not included in this quote. Travel costs for OE will be quoted and submitted to the OWNER through a Change Order Request. No charges will be incurred without OWNER's prior written approval.
- This order form is entered in accordance with and is governed by the Terms and Conditions in Appendix D.
- This order form is entered in accordance with and is governed by the subscription terms and conditions.
<https://aquasight.io/Aquasight-sa-61616.pdf>

OWNER: NEW Water

PROVIDER: Aquasight, LLC

By:
Its:

By:
Its:

APPENDIX A: PROJECT SCOPE & DELIVERABLES

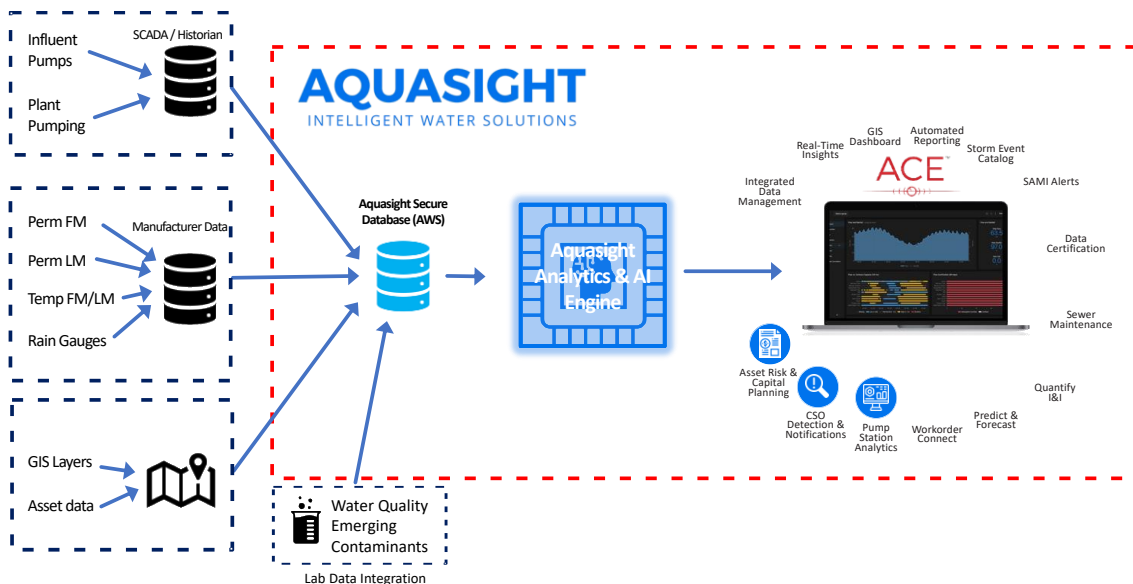
Challenge:

New Water oversees over 130 miles of sanitary collection system in the Green Bay metropolitan area, utilizing multiple flow-monitoring devices sourced from different manufacturers and lab measurements that are sampled at various community collection points.

The fragmented data collection approach creates ripple effects of lack of visibility or inefficiencies across various workflows, both internal and external including community billing, data accessibility, analysis, auditing, and reporting. Moreover, complex analyses, such as long-term assessments of inflow and infiltration (I&I) contributions, system performance during wet weather events, and post-storm evaluations, require substantial manual effort, complicating both operations, maintenance and capital planning efforts.

Solution:

ACE™ is a cloud-based intelligent sewer collection solution, accessible anywhere, anytime on a highly secured and reliable AWS infrastructure. It can handle both the volume and velocity of siloed real-time and non-real-time data sources with built-in features that will be configured for NEW Water. It has a range of capabilities, and not all capabilities are relevant and required for NEW Water (please see below Phase 2 tasks and deliverables).



Beneficiaries:

The project is expected to benefit a variety of departments within NEW Water. Below are three examples.

- *Billing* - will not require to manual load, merge, analyze from one source to another, drastically reducing time and possible errors.
- *Engineering* - I&I estimates will help understand contribution of each community and have a better plan to isolate and manage them for capacity optimization.
- *Operation & Maintenance* - Teams will be able to make plant adjustments and have better insights and understanding of forecasted flows, and related impacts on flows through conveyance system.

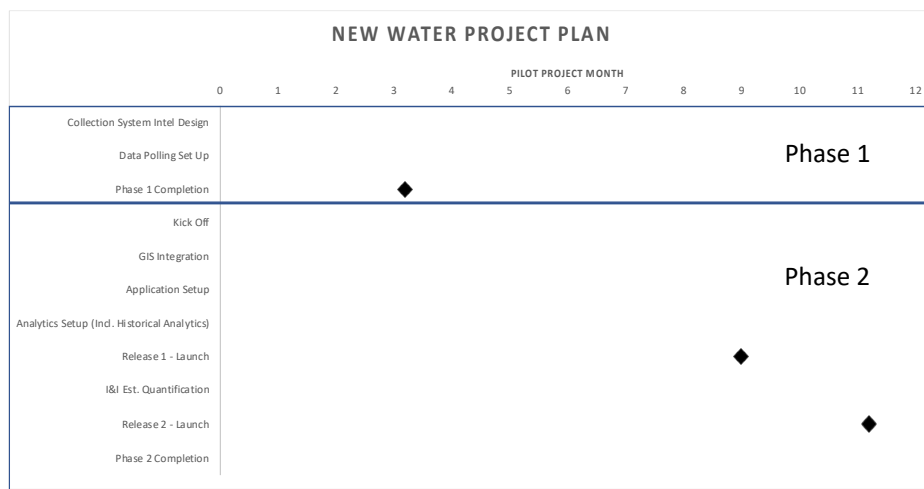
Approach:

Aquasight has broken the project into two phases:

Phase 1: Data polling was completed successfully

Phase 2: Deployment of ACE™ Collection System Intelligence Software.

The overall Phase 1 & 2 work plan is described as follows:



Phase 2 Tasks:

This phase is integration, set up, implementation and training of ACE™ application. Key tasks include:

- Project Kick Off
- Data Polling updates/expansion
 - Poll additional tags for pulse data tags
 - Accessing all mission points from Historian
 - Utilize daily totalizers tags of New Water
- GIS Integration (if available through on-line persistent or one time upload)
- Application Set Up
- Analytics Set Up
- I&I Estimates and Quantification (provided there is enough history)
- QA/QC, Release & Launch

- Standardized report and One custom report
- User Registration & Training

Phase 2 Deliverables:

1. ACE™ Application with following active menus
 - Asset Table & GIS Upload
 - Including unmetered flow constants
 - Dashboard
 - Forecasted flows for two WWTP Influent
 - Weather Radar
 - Wet Weather Storm Analysis
 - Data Validation/Certification
 - Plotting
 - Standardized weekly report on I&I and Capacity for Flow Meter
 - One Custom Report on Community Billing Report (Flow) – daily and monthly frequency
2. Two training sessions of 1.5 hours each
3. Help desk support

APPENDIX B: CRITICAL DATA SETS

Phase 1 has already successfully connected and delivered data pipeline as shown below.

asset_id	asset_type	source	tag	Comments
SRI-047	Flow	Hach API		LIVE API data polling
SRI-047	Level	Hach API		LIVE API data polling
SRI-047	Velocity	Hach API		LIVE API data polling
LM-P1	Flow	SCADA	GB_LogixC_AI_LM_P1	LIVE SCADA data polling
LM-P2	Flow	SCADA	GB_LogixC_AI_LM_P2	LIVE SCADA data polling
LM-P3	Flow	SCADA	GB_LogixC_AI_LM_P3	LIVE SCADA data polling
LM-P4	Flow	SCADA	GB_LogixC_AI_LM_P4	LIVE SCADA data polling
LM-4	Flow	SCADA	GB_LogixC_AI_LM_4	LIVE SCADA data polling
DP-LM-P1	Flow	SCADA	DP_PLCP1_AI_LM_P1FLOW	LIVE SCADA data polling
DP-LM-P2	Flow	SCADA	DP_PLCP1_AI_LM_P2FLOW	LIVE SCADA data polling
DP-LM-P3	Flow	SCADA	DP_PLCP1_AI_LM_P3FLOW	LIVE SCADA data polling
MS-GBP	Flow	SCADA	GB_Mission_GBP_Flow	LIVE SCADA data polling
MS-P&G	Flow	SCADA	GB_Mission_PG_Flow	LIVE SCADA data polling
MS-01	Flow	Mission Cloud	TBD	Historical CSV File Uploaded, to be moved to SCADA
MS-02	Flow	Mission Cloud	TBD	Historical CSV File Uploaded, to be moved to SCADA
MS-03	Flow	Mission Cloud	TBD	Historical CSV File Uploaded, to be moved to SCADA
MS-03A	Flow	Mission Cloud	TBD	Historical CSV File Uploaded, to be moved to SCADA
MS-03-1	Flow	Mission Cloud	TBD	Historical CSV File Uploaded, to be moved to SCADA
MS-04	Flow	Mission Cloud	TBD	Historical CSV File Uploaded, to be moved to SCADA
MS-05	Flow	Mission Cloud	TBD	Historical CSV File Uploaded, to be moved to SCADA
MS-06	Flow	Mission Cloud	TBD	Historical CSV File Uploaded, to be moved to SCADA
MS-07	Flow	Mission Cloud	TBD	Historical CSV File Uploaded, to be moved to SCADA
MS-07A	Flow	Mission Cloud	TBD	Historical CSV File Uploaded, to be moved to SCADA
MS-08	Flow	Mission Cloud	TBD	Historical CSV File Uploaded, to be moved to SCADA
MS-09	Flow	Mission Cloud	TBD	Historical CSV File Uploaded, to be moved to SCADA
MS-10	Flow	Mission Cloud	TBD	Historical CSV File Uploaded, to be moved to SCADA
MS-13	Flow	Mission Cloud	TBD	Historical CSV File Uploaded, to be moved to SCADA
MS-13A	Flow	Mission Cloud	TBD	Historical CSV File Uploaded, to be moved to SCADA
MS-13B	Flow	Mission Cloud	TBD	Historical CSV File Uploaded, to be moved to SCADA
MS-13C	Flow	Mission Cloud	TBD	Historical CSV File Uploaded, to be moved to SCADA
MS-13D	Flow	Mission Cloud	TBD	Historical CSV File Uploaded, to be moved to SCADA
MS-14	Flow	Mission Cloud	TBD	Historical CSV File Uploaded, to be moved to SCADA
MS-14A	Flow	Mission Cloud	TBD	Historical CSV File Uploaded, to be moved to SCADA
MS-14C	Flow	Mission Cloud	TBD	Historical CSV File Uploaded, to be moved to SCADA
MS-16	Flow	Mission Cloud	TBD	Historical CSV File Uploaded, to be moved to SCADA
MS-17	Flow	Mission Cloud	TBD	Historical CSV File Uploaded, to be moved to SCADA
MS-18	Flow	Mission Cloud	TBD	Historical CSV File Uploaded, to be moved to SCADA
MS-22	Flow	Mission Cloud	TBD	Historical CSV File Uploaded, to be moved to SCADA
MS-23	Flow	Mission Cloud	TBD	Historical CSV File Uploaded, to be moved to SCADA
NEI-002A	Flow	Mission Cloud	TBD	Historical CSV File Uploaded, to be moved to SCADA
Airport	Rain Gauge	Mission Cloud	TBD	Historical CSV File Uploaded, to be moved to SCADA
MS-02	Rain Gauge	Mission Cloud	TBD	Historical CSV File Uploaded, to be moved to SCADA
MS-03	Rain Gauge	Mission Cloud	TBD	Historical CSV File Uploaded, to be moved to SCADA
MS-06	Rain Gauge	Mission Cloud	TBD	Historical CSV File Uploaded, to be moved to SCADA
MS-10	Rain Gauge	Mission Cloud	TBD	Historical CSV File Uploaded, to be moved to SCADA
MS-14	Rain Gauge	Mission Cloud	TBD	Historical CSV File Uploaded, to be moved to SCADA
		StarLIMS	MS-06_BOD	LIVE LIMS data polling
		StarLIMS	MS-06_Phosphorus	LIVE LIMS data polling
		StarLIMS	MS-06_TKN	LIVE LIMS data polling
		StarLIMS	MS-06_TSS	LIVE LIMS data polling

Access to pulse tags/data, and SOP on flow billing formulas.

APPENDIX C: PAYMENT SCHEDULE

Item	Amount	Invoice Date
On-Boarding Fee (\$75,200 total) Billed equally across four (4) months.	\$18,800	At Contract Signing (June 1 st , 2025)
	\$18,800	30 Days After Contract Signing (July 1 st , 2025)
	\$18,800	90 Days After Contract Signing (August 1 st , 2025)
	\$18,800	120 Days After Contract Signing or Project Completion (September 1 st , 2025)
Technology Fee Year 1	\$42,480	2 months after contract signing (August 1 st , 2025)
Technology Fee Year 2	\$42,480	Start of Year 2 from Contract Signing (July 31 st , 2026)
Technology Fee Year 3	\$42,480	Start of Year 3 from Contract Signing (July 31 st , 2027)

Notes:

1. If additional metering devices are added to the system above what is noted in Appendix B in the proposal, Aquasight's fee shall be adjusted accordingly

APPENDIX D: TECHNOLOGY FEE SCOPE

1. ACE™ system operations: ACET™ system operations include lab and live database management, analytical scripts management, API management and user preferences, credential, and security management.
2. Infrastructure management: ACE™ system runs on several virtual machines and servers. These servers require upkeep and maintenance include software library updates, monitoring of infrastructure metrics and hardware management.
3. Ticket management and Help desk: Access Aquasight help desk will operate 8:00 am to 5:00 pm EST during weekdays for any issues such as user access, applications and/or routine troubleshooting. Any high priority issue Aquasight will address in 1-to-4-hour time frame depending on type and nature of this issue during business hours and during weekend and holidays within 24-to-48-hour time frame.
4. Bug fixes: If we detect any issues or bugs in optimal running of software or technology, Aquasight will fix free of cost and repair those bugs.
5. Data polling maintenance: Polling software is installed in virtual machine. When tag names are changed and database connections are reconfigured, this require polling software to be updated. Client should inform or discuss with Aquasight before making changes on setting and access credentials which may disrupt the flow of data streaming.
6. Free feature upgrade as part of ACE™ product roadmap: Aquasight continuously evolved its technology and features for driving more value to customers. Such features will be available for free at no additional charge if they are part of standard product roadmap.

APPENDIX D: AQUASIGHT SUBSCRIPTION AGREEMENT

This Aquasight Subscription Agreement (“Agreement”) is a binding legal contract between your employer or other entity on whose behalf you accept the terms of this Agreement (Customer) and Aquasight, LLC (Aquasight). By accessing or using the Software or Services, as defined below, Customer will be bound by the terms of this Agreement. Additionally, by accepting the terms of this Agreement you agree to be bound individually to the use restrictions and limitations, and confidentiality obligations set forth in this Agreement.

A. DEFINITIONS. Defined terms, as used in this Agreement, have the meanings set forth in this Section, elsewhere in the body of this Agreement, in exhibits and in any other attachment to this Agreement.

1. “Data” means information, content and other data that may be exchanged electronically between Customer and Aquasight.

2. “Documentation” means the user manuals and/or technical publications as applicable, supplied in connection with Software relating to the installation, use and administration of Software.

3. “Services” means on-boarding, implementation, initial deployment, maintenance, administration, subscription, technical, training, consulting, support and other professional services provided in connection with or otherwise associated with Software as described in an Order Form.

4. “Software” means the proprietary software and platform employed by Aquasight to deliver Services and its associated technology (if applicable), and any modified versions and copies of, and upgrades, updates and additions to Software, provided to Customer by Aquasight, including Software and access thereto provided on a Software as a Service (SaaS) basis. Software includes the Client Software.

B. LICENSE GRANT AND PROVIDER RESPONSIBILITIES

1. *Hosting and Software Services.* Aquasight agrees to provide the hosting services described herein and as may be set forth in more detail in the applicable Order Form, including the right of Customer to access, view, download, transmit and use all Customer Data hosted by Aquasight. Aquasight hereby grants Customer a non-exclusive, non-transferable, worldwide right to use and access the Software solely for Customer’s own internal business purposes, subject to the terms and conditions of this Agreement and provided that all fees due and payable under this Agreement have been paid by Customer to Aquasight. Unless agreed to otherwise by the parties, the Software shall be hosted on hardware owned, operated and managed by Aquasight at Aquasight’s facilities, or at facilities owned and operated by authorized outsourcers and contractors of Aquasight pursuant to a written agreement with Aquasight. Aquasight shall have the right to modify the Software in its sole discretion, provided that Aquasight shall not materially diminish the performance or functionality of the Software without Customer’s prior written consent.

2. *Delivery of Services.* During the term of this Agreement, Aquasight shall deliver the Services in accordance with the applicable Order Form, and any Statement of Work mutually agreed to by the parties. Additionally, Aquasight shall perform the Services as set forth in any additional Statements of Work attached hereto, or otherwise agreed to in writing by the parties and subject to the terms and conditions of this Agreement. The Parties may from time to time mutually agree to any Statements of Work which, when signed by an authorized representative of each Party, shall be deemed incorporated herein by reference. Except as otherwise specifically set forth therein, each Statement of Work shall be subject to the terms and conditions of this Agreement.

3. Insurance Requirements.

Aquasight shall procure and maintain the following minimum insurance:

(a) 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 per claim and \$2,000,000 in the aggregate.

(b) 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.

(c) Statutory workers' compensation and employer's liability insurance as required by state law.

(d) Professional liability or acceptable umbrella liability insurance. The policy limit shall be not less than \$5,000,000 per claim and \$5,000,000 in the aggregate.

(e) Cybersecurity insurance. The policy limit shall be not less than \$2,000,000. Customer shall be named as additional insured on policies (a), (b), (d) and (3) above. Upon request, a certificate of insurance will be provided to Customer with a 30-day written notice in the event the above policies are cancelled. Any Subconsultants or subcontractors that Aquasight utilizes shall carry the same minimum insurance unless otherwise approved by Aquasight and the Customer.

C. CUSTOMER RESPONSIBILITIES

1. *Compliance with Laws.* Customer is responsible for all activity occurring under any applicable user accounts and Customer shall abide by all applicable local, state, federal and foreign laws, treaties and regulations in connection with Customer's use of the Services and Software, including those related to data privacy, international communications and the transmission of technical or personal data.

2. *Cooperation by Customer.* While Aquasight will use reasonable efforts to complete its work in accordance with the estimated schedules and charges set out in the Statement(s) of Work, timing and cost requirements are subject to factors beyond Aquasight's control, including force majeure events and delays caused by third parties and Customer. Aquasight shall not be responsible for any delays, cost overruns, or liability resulting from such factors. To facilitate prompt and efficient completion of the work, Customer and its personnel shall cooperate fully with Aquasight and its personnel in all respects, including, without limitation, providing information as to

Customer requirements, providing access to the facilities and equipment/hardware on which the Client Software is to be installed, and providing access to all necessary information regarding Customer's systems and facilities. Customer shall be responsible for making, at its own expense, any changes or additions to Customer's current systems, software, and hardware that may be required to Customer's access to and use of the Software.

3. *License to Use Customer Data.* Customer grants Aquasight (i) a non-exclusive, non-transferable (except as permitted herein), royalty-free, perpetual and fully paid license to use, reproduce, modify and transmit Data provided by Customer for the purpose of performing Services, and (ii) a non-exclusive, non-transferable (except as permitted herein), perpetual, royalty-free, fully-paid license to use, reproduce, display, modify, create derivative works of, disclose and distribute any usage data derived by Aquasight from the provision of Services to Customer ("Usage Data") for the purpose of performing the Services listed in the applicable Order Form, including improving Software and the Services, provided that the Usage Data is disclosed in an aggregate form.

D. TERM AND TERMINATION

1. *Term.* The initial subscription term of this Agreement shall commence on the Effective Date and shall continue for the period set forth in the applicable Order Form (the "Initial Subscription Term"). Thereafter, this Agreement shall automatically renew for successive renewal terms of one (1) year each unless: (i) either Party provides written notice of its intention not to renew at least 90 calendar days prior to the expiration of the then-current term; or (ii) the Agreement is terminated in accordance with this Section D.

2. *Termination for Breach.* Either Party may terminate this Agreement with thirty (30) calendar days prior written notice in the event that the other Party has failed to comply with any material term, condition, or obligation of this Agreement, and such Party subsequently has failed to remedy the default within thirty (30) calendar days after notice of the default by the non-defaulting Party.

3. *Effect of Termination.* Promptly upon termination or expiration of this Agreement for any reason, Customer shall cease using and accessing the Software. Termination of this Agreement shall be in addition to and not in limitation of any other rights and remedies to which either Party is or may become entitled. In the event of termination or expirations of this Agreement for any reason, Aquasight will provide Customer Data to Customer pursuant to a separate Statement of Work to be mutually agreed to by the parties. Aquasight will retain a copy of Customer Data (real-time data) for a period of one year after termination or expiration of this Agreement. After the expiration of the one year period, Aquasight shall have the right to delete and destroy all Customer Data without notice to Customer

E. FEES AND CHARGES

1. *Fees.* Customer shall pay all fees or charges in accordance with the fees, charges and billing terms in effect at the time a fee or charge is due and payable. The initial fees and charges are described in the applicable Order Form. Unless otherwise agreed in writing by the parties, all fees and charges are due and payable thirty (30) days after receipt of invoice by Customer. Fees for Services will be charged on an as-quoted basis. Customer shall provide Aquasight with complete and accurate billing and contact information and Customer shall update such information within thirty (30) calendar days of any change to it. Aquasight shall be entitled to charge interest on overdue unpaid fees due hereunder at the rate of the lesser of (a) 12% per year or (b) the highest amount permitted by applicable law.

2. *Taxes.* Customer agrees to pay any sales, value-added, or other similar taxes imposed by applicable law that Aquasight must pay based on Software or the Services, except for taxes based on Aquasight's income. Fees listed in the applicable Order Form are exclusive of taxes. Notwithstanding the foregoing, if Customer is exempt from the payment of such taxes, Customer shall provide Aquasight with documentary proof of exemption issued by the appropriate taxing authorities.

F. OWNERSHIP

1. *Aquasight IP.* All right, title and interest in and to Software and all portions thereof, including all intellectual property rights therein, are and shall remain with Aquasight and its suppliers. Customer understands and agrees that all intellectual property rights, and all rights incident thereto, are and shall remain in Aquasight including all applicable rights to: (i) copyrights, including all rights incident to copyright ownership, such as all rights of publication, registration and rights to create derivative works; (ii) patents; (iii) trademarks; and (iv) trade secrets (including all know-how, ideas, logic, formulas and confidential information embodied in or reflected in Software).

2. *Customer IP.* All right, title and interest in and to Data provided by Customer, and all related information provided to and accessed by Aquasight, including all intellectual property rights therein, are and shall remain with Customer.

3. *Proprietary Notices.* Customer shall not permit its employees, officers, agents, subcontractors, or independent contractors to remove any proprietary or other legal or restrictive notice contained on or included in Software.

G. PROTECTION OF PROPRIETARY RIGHTS

Customer acknowledges and agrees that Software is a commercially valuable asset of Aquasight, the development of which required the investment of substantial time, effort and cost by Aquasight. Customer further acknowledges and agrees that Software contains trade secrets of Aquasight and that it is Aquasight's Confidential Information and is proprietary to Aquasight. Accordingly, Customer hereby agrees to use reasonable care to maintain the confidentiality of Software. Customer shall take all

actions necessary to comply with the obligations in this Section, including (and without limiting the generality of the foregoing) limiting the use of and access to Software only to those employees, officers, agents, subcontractors and independent contractors who require such use and access in the ordinary course of their respective employment or representation. Customer shall immediately notify Aquasight of any unauthorized use, copying, or disclosure of Software of which it becomes aware and further agrees to immediately take such actions as are necessary to end and prevent any such further use, copying and disclosure. Aquasight, in its sole and exclusive discretion, may immediately terminate this Agreement in the event Customer, or any of Customer's employees, officer, agents, subcontractors, or independent contractors, violate any provision of this Section. Each Party acknowledges and agrees that any breach of any provision of this Section by Customer, or its employees, officers, agents, subcontractors, or independent contractors, shall cause immediate and irreparable injury to Aquasight, and in the event of such breach, Aquasight shall be entitled to seek and obtain injunctive relief, without bond or other security, and to all other remedies available at law and in equity.

H. **CONFIDENTIALITY**

1. *Definition.* "Confidential Information" means any information, whether oral, written, electronic, or in any other format, and whether technical or business in nature, regarding this Agreement, Aquasight's or Customer's products or business, including Software, information regarding composition, formulation, specifications, packaging, manufacturing processes, equipment, pricing, marketing and business plans, other information not generally known to the public and any other information received under circumstances reasonably interpreted as imposing an obligation of confidentiality; provided that, "Confidential Information" shall not include any of such information which: (i) was publicly available at the time of disclosure by the disclosing Party; (ii) became publicly available after disclosure through no fault of the receiving Party; (iii) was known to the receiving Party prior to disclosure by the disclosing Party; or (iv) was rightfully acquired by the receiving Party after disclosure by the disclosing Party from a third-party who was lawfully in possession of the information and was under no legal duty to the disclosing Party to maintain the confidentiality of the information.

2. *Protection of Confidential information.* Each Party shall:

- (a) maintain the confidentiality of the Confidential Information of the other Party;
- (b) take steps to minimize the dissemination or copying of the Confidential Information of the other Party except to the extent necessary to perform its obligations under this Agreement;
- (c) use the same care to prevent disclosure of the Confidential Information of the other Party to third-parties as it employs to avoid disclosure, publication, or dissemination of its own information of a similar nature, but in no event less than a reasonable standard of care;

(d) use the Confidential Information of the other Party solely for the purpose of performing its obligations under this Agreement;

(e) not acquire any express or implied right or license under any patent, copyright, trade secret, or other right or assert any lien against Confidential Information of the other Party;

(f) promptly return, or provide a copy of, as the requesting Party directs, Confidential Information upon the request of the other Party (provided that Aquasight may retain such Confidential Information as it requires in order to perform the Services for so long as it is required to perform such Services); and

(g) use its best efforts to inform its employees, officers, agents, subcontractors and independent contractors who perform duties with respect to this Agreement about these restrictions.

3. Each Party may disclose Confidential Information of the other Party to its employees, officers, agents, subcontractors and independent contractors who have: (1) a need to know such Confidential Information in order to perform their duties; and (2) a legal duty to protect the Confidential Information. A Party receiving Confidential Information of the other Party assumes full responsibility for the acts and omissions of its employees, officers, agents, subcontractors and independent contractors with respect to such Confidential Information.

4. *Required Disclosures.* Either Party may disclose Confidential Information to the extent disclosure is based on the good faith written opinion of such Party's legal counsel that disclosure is required by law or by order of a court or governmental agency; provided that, the Party that is the recipient of such Confidential Information shall use all commercially reasonable efforts to maintain the confidentiality of the Confidential Information by means of a protective order or other similar protection and shall give the owner of such Confidential Information prompt notice in order that it have every opportunity to intercede in such process to contest such disclosure and shall use all commercially reasonable efforts to cooperate with the owner of such Confidential Information to protect the confidentiality of such Confidential Information. The owner of such Confidential Information reserves the right to obtain a protective order or otherwise protect the confidentiality of such Confidential Information. Each Party shall be responsible for its own costs with respect to the performance of its obligations under this Section. The terms and conditions of this Section and obligations of Customer shall be subject to the Freedom of Information Act, the Wisconsin Public Records law, and any other federal, state, or local regulations regarding public information and disclosure.

5. *Notification.* In the event of any disclosure or loss of Confidential Information, the receiving Party shall notify the disclosing Party as soon as possible.

6. *Injunctive Relief.* Each Party acknowledges that any breach of any provision of this Section by either Party, or its employees, officers, agents, subcontractors, or independent contractors, may cause immediate and irreparable injury

to the other Party, and in the event of such breach, the injured Party shall be entitled to seek and obtain injunctive relief to the extent provided by a court of applicable jurisdiction, without bond or other security, and to any and all other remedies available at law or in equity.

7. *Return of Confidential Information.* Unless it is expressly authorized by this Agreement to retain the other Party's Confidential Information, a Party shall promptly return or destroy, at the other Party's option, the other Party's Confidential Information, including materials prepared in whole or in part based on such Confidential Information to the extent containing Confidential Information, and all copies thereof, at the other Party's request, and an officer of such Party shall certify to the other Party that it no longer has in its possession or under its control any Confidential Information in any form whatsoever, or any copy thereof.

8. *Confidentiality Agreement.* Customer shall cause its employees, officers, agents, subcontractors and independent contractors to comply with the confidentiality obligations set forth in this Agreement, as such obligations may be amended by the Parties upon mutual written agreement from time to time.

I. WARRANTY AND LIMITATION OF LIABILITY

1. *Legal Authority.* Each Party represents and warrants to the other Party that: (i) such Party is, in the case of Aquasight, a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation, and, in the case of Customer, a metropolitan sewerage district formed under Chapter 200 of the Wisconsin Statutes; (ii) such Party has the full and unrestricted power and authority to execute and deliver this Agreement and to carry out the transactions contemplated hereby; and (iii) the performance of such Party's obligations and duties hereunder does not and shall not conflict with or result in a breach of any other agreement of such Party or any judgment, order, or decree by which such Party is bound.

2. *Service Warranty.* For so long as Customer is paying the fees owed hereunder, Aquasight warrants that it shall have and maintain sufficient resources, facilities, capacity and personnel to ensure that the Services shall be performed in accordance with the terms and conditions of this Agreement in a timely, workmanlike and professional manner by qualified personnel. Non-substantial variation of performance from the Documentation does not establish a warranty right.

3. *Customer Data.* Customer represents and warrants that it has the right and authority to provide all Customer Data and software to be hosted by Aquasight hereunder, and that to Customer's knowledge all such Customer Data and software is free from viruses, spyware, and other similar harmful and destructive code.

4. *Compliance With Laws.* Aquasight warrants that the Services and Software will not be in violation of any applicable law, rule, or regulation, and Aquasight shall have obtained all permits required to comply with such laws, rules and regulations.

5. *Disclaimer.* EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SOFTWARE AND THE SERVICES ARE PROVIDED TO CUSTOMER IN THEIR THEN-EXISTING CONDITION, AS IS, WHERE IS AND WITH ALL FAULTS. EXCEPT FOR THE FOREGOING LIMITED WARRANTIES, PROVIDER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY, QUIET ENJOYMENT, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE. PROVIDER DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE OR ANY SERVICES WILL BE SECURE, UNINTERRUPTED, OR ERROR FREE, OR MEET CUSTOMER'S EXPECTATIONS, THAT ANY STORED DATA WILL BE ACCURATE OR COMPLETE, OR THAT ANY ERRORS OR DEFECTS IN SOFTWARE WILL BE CORRECTED.

6. *Limitation of Liability.* NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS, LOST REVENUES OR OPPORTUNITIES, DOWNTIME, OR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT, OR SPECIAL DAMAGES OR COSTS, RESULTING FROM ANY CLAIM OR CAUSE OF ACTION BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE (INCLUDING STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, EVEN IF EITHER OR BOTH OF THEM KNEW, OR SHOULD HAVE KNOWN, OF THE POSSIBILITY THEREOF. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE Required INSURANCE AMOUNTS SPECIFIED IN SECTION B OF THIS AGREEMENT> NOTWITHSTANDING THE FOREGOING OR ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE LIMITATIONS UPON THE TYPES AND AMOUNTS OF EACH PARTY'S LIABILITY, AND THE EXCLUSIONS OF CERTAIN TYPES OF DAMAGES, SET FORTH IN THE THIS SECTION, SHALL NOT APPLY TO THE FOLLOWING: (A) DAMAGES RESULTING FROM A BREACH OF SECTION F (OWNERSHIP), SECTION G (PROTECTION OF PROPRIETARY RIGHTS) OR SECTION H (CONFIDENTIALITY); AND (B) CLAIMS SUBJECT TO OR AMOUNTS PAYABLE PURSUANT TO SECTION J (INDEMNIFICATION).

J. INDEMNIFICATION

1. *By Aquasight.* Aquasight shall indemnify, defend and hold Customer and its employees, officers and agents harmless from and against all liability, claims and costs, including reasonable attorneys' fees connected therewith, on account of any claims brought by a third-party arising out of: (i) a claim that the Software infringes any intellectual property rights of a third-party; (ii) negligent acts or omissions or intentional misconduct of Aquasight, or its agents or employees, in connection with the provision of the Services; or (iii) Aquasight's violation of any applicable laws.

2. *By Customer.* Customer shall indemnify, defend and hold Aquasight and its employees, officers and agents harmless from and against all liability, claims and

costs, including reasonable attorneys' fees connected therewith, on account of any claims brought by a third-party arising out of: (i) any Customer Data or software provided by Customer to Aquasight or hosted for Customer by Aquasight; (ii) negligent acts or omissions or intentional misconduct of Customer, its agents or employees, in connection with the Services or Software; or (iii) Customer's violation of any applicable laws. Notwithstanding any other portions of this Agreement, nothing contained herein is intended to waive or estop the Customer or its insurers from relying upon the limitations, defenses, and immunities contained within Sections 345.05 and 893.80 of the Wisconsin Statutes. To the extent that indemnification is available and enforceable, the Customer or its insurers shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin law.

3. *Mitigation.* If the Software becomes, or in Aquasight's opinion are likely to become, the subject of an infringement claim, Aquasight may, in its sole and exclusive discretion, either (i) procure for Customer the right to continue to receive the Services or use Software (as applicable), or (ii) replace or modify the Software so that it becomes non-infringing, without materially affecting the functionality thereof. If the alternatives specified in (i) or (ii) above are not commercially reasonable in Aquasight's sole and exclusive discretion, then Aquasight may terminate this Agreement, and Customer shall receive a pro-rated refund of all advance fees paid by Customer for access to and use of the Software for the remaining term of this Agreement. This Section provides Customer's sole and exclusive remedy for any infringement claims based on the Services and Software.

4. *Indemnity Conditions.* A Party's obligation to indemnify as provided in this Agreement is conditioned upon the Party seeking indemnification (the "Indemnified Party"): (i) promptly notifying the other Party (the "Indemnifying Party") of the claim in writing, no later than thirty (30) calendar days after the Indemnified Party receives written notice of the claim; (ii) giving the Indemnifying Party the sole control of the defense and any settlement negotiations; provided that, no settlement of a claim that involves a remedy other than the payment of money by the Indemnifying Party shall be entered into without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld or delayed; and (iii) the Indemnified Party providing the Indemnifying Party with the information, authority and reasonable assistance the Indemnifying Party needs to defend or settle the claim.

K. MISCELLANEOUS

1. *Governing Law; Venue; Severability.* This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Wisconsin without reference to conflicts of law principles. The Parties agree that the exclusive jurisdiction of any actions arising out of, relating to, or in any way connected with this Agreement, shall be in the state or federal courts, as applicable, located in Green Bay, Wisconsin. In the event that one or more of the provisions herein shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforcement of the remaining provisions shall not be affected or impaired.

2. *Assignment.* Customer shall not assign this Agreement or any rights or obligations hereunder, without the express written consent of Aquasight, which consent shall not be unreasonably withheld. Any assignment or transfer in violation of the foregoing will be null and void. Aquasight reserves the right to assign this Agreement to any affiliate or any entity in connection with the sale, combination, or transfer of all or substantially all of the assets or capital stock or from any other corporate form of reorganization by or of Aquasight. Subject to all of the terms and conditions hereof, this Agreement inures to the benefit of and is binding upon the Parties hereto and their successors and assigns.

3. *Force Majeure.* Any delays in or failure of performance of either Party to this Agreement shall not constitute a default under this Agreement or give rise to any claim for damages to the extent such delays or failure of performance are caused by a force majeure event, including acts of god, fire, flood, explosion, war, terrorism, strikes, or other concerted work stoppages of labor, inability to obtain raw material, equipment or transportation, breakage or failure of equipment or apparatus, or loss of any necessary utility. The time for performance so delayed will be deemed extended for the period of such delay; provided that, in the event the delay extends beyond 30 calendar days, the other Party shall be entitled to terminate this Agreement for cause.

4. *Waiver.* The failure to enforce or the waiver by either Party of one default or breach of the other Party shall not be considered to be a waiver of any subsequent default or breach.

5. *Entire Agreement.* This Agreement, and each schedule and exhibit hereto, together constitute the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous written and oral agreements with respect to the subject matter. No modification of this Agreement shall be binding on either Party unless it is in writing and signed by both Parties. In the event of any conflict or inconsistency between this Agreement and any schedule or exhibit, the terms and conditions of this Agreement shall prevail.

Company Name	Technology Name	Country of Origin	Description	I&I, Overflows, Flow Forecasting	Analytics, Reports, Risk Analysis	Data Cleaning	Financial / Billing / Meter Management	Case Studies
ADS Environmental Services (part of IDEX)	PRISM	USA	PRISM is a web application that displays critical data to support management, engineering, and operational decisions within a wastewater collection system. PRISM connects users to any monitoring network, delivering near real-time operational intelligence on the status of the wastewater collection system. It allows for visualization of a collection system's condition. PRISM's Collection System Management platform provides a map view reflecting flow, level, and rainfall monitoring with location and condition details, and allows users to quickly manage alarms, check collection and device status, generate reports, and link third party data. Alarms can be set for advanced notice of developing problems. Data, reports, and related files can be shared among cross-functional groups	PRISM can be paired with SLiCER, an I&I analytics application which can track down I/I to guide rehabilitation programs. It allows engineers to understand sewer performance storm-by-storm, characterize rainfall return frequencies, vary assumptions, and visualize results.	A Daily Summary Report reports the previous days' Maximum, Minimum and Average depth and velocity data and the previous days' Maximum, Minimum, Average flow rate and the Total Flow volume. PRISM's Collection System Management platform provides a map view reflecting flow, level, and rainfall monitoring with location and condition details, leaderboard tiles with system status, and quick access to the data vault as well as specialized reports.	Information not available	Information not available	Information not available
Aquasight	ACE	USA	ACE is a collection system intelligence platform with built-in AI capabilities. It can consume and merge real-time or historical data from any sensor manufacturer and is hardware agnostic. It's designed for engineers to plan and reduce I&I and for operations team working on sewer clean ups & maintenance.	ACE features include flow forecasting, monthly I&I reviews, sewer overflow notifications, and flooding risk and wet weather analysis.	Analytics and reporting can be done on the fly. Real-time dashboard can provide visibility on areas that are reaching max capacity.	ACE can auto-detect bad data quality, clean and certify it so it can be used for billing. There is also built-in anomaly detection.	ACE includes billing certification, meter data management, and surcharge monitoring functionalities.	Macomb County Public Works Office (AL) and the City of Haverhill (MA) are both listed as ACE users. ACE has been approved by MassDEP. ACE has been found to meet all requirements for Haverhill's NPDES permits and CSO notifications. By automating these reporting processes, the Haverhill team can streamline compliance and allocate more time to other critical operations.
Autodesk (formerly Innovyze)	InfoWorks ICM (formerly ICMLive)	USA	InfoWorks ICM is a live modeling tool for planning, design, and operation of stormwater, sanitary sewer, and flood infrastructure. Small to large stormwater and wastewater networks can be modelled in the cloud, or locally. It allows for forecasting the impacts of extreme weather on the wastewater system. Features of InfoWorks ICM include catchment modelling, 1D and 2D modeling for sewers, surface water, rivers, and floodplains, scenario management, Civil 3D integration, and collaborative model management. The cost is \$7,500/year per user, or \$18,000/year per user for the ultimate plan.	Emergency storm simulations allow preparation for SSOs and CSOs. InfoWorks ICM 2025 includes a design rainfall generator to import rainfall data into the software.	Simulation results are analyzed using a variety of graphical outputs, including 3D, textual, and statistical outputs.	Model data can be imported from other systems and automatically checked for errors. Inferencing tools can fill in missing elements from raw data.	Information not available	City of Fayetteville: After being hit by a series of storms, the City of Fayetteville wanted to accelerate the stormwater capital improvement program and perform comprehensive watershed studies. They used InfoWorks ICM to visualize inundation and depth from 2-yr to 100-year storm events in certain sub-basins. The focus was on quantifying impacts to essential facilities, structures, disconnected structures, roadways, and road crossings. By using InfoWorks ICM in coordination with other hydraulic and hydrologic software such as HEC-RAS and HEC-HMS, Fayetteville was able to precisely measure project goals and proved that the watershed planning would deliver positive outcomes for the community. https://www.autodesk.com/blogs/water/2023/12/12/the-city-of-fayetteville/
BF Software, Lda.	Baseform	Portugal	Baseform is a cloud-based software solution for water and wastewater utilities. It is used for strategic infrastructure planning, detecting abnormal network events, estimating meter error and maximizing performance, reducing infiltration and inflow (I&I), controlling sanitary/combined sewer overflow liability, and more. Baseform connects to all available operational, asset, and commercial data (SCADA, GIS, CMMS, billing, AMI, etc.), incorporating all available history and continuously updating, monitoring, diagnosing and predicting the infrastructure, demands, inefficiencies and service. Current operational systems continue to be used as before. Baseform can be used by directors, managers, operators, and finance personnel, with configuration available for each user profile.	Baseform receives live flow monitoring, pumping and other data and automatically detects infiltration and rainfall-derived inflow. The software can be used to establish base/initial I&I and to monitor the effect of I&I reduction efforts.	Analytics include dry weather infiltration flow and continuously updated basin RDI yield curves as a function of precipitation, as well as asset service life and reliability and condition patterns. Baseform can also provide a running list of assets prioritized for inspection or action.	Data syncing automatically reconciles data being continuously received from the multiple IT systems, georeferencing features and filling in data gaps such as install dates or pipe materials.	Baseform can take in and reconcile billing data per basin, allowing for cross-validation of legitimate sanitary load and increased calibration of remaining flow components.	The utility served a population of 900,000 and has a sewer network length of 3,000 miles. Their Baseform implementation focused on I&I management, proactive maintenance and CCTV inspection planning, and CIP planning for their sewer system and WWTPs. Baseform determined that they were experiencing an average yearly infiltration volume of 34MGD. The utility has set a target I&I reduction of 10% per year. https://baseform.com/np4/390.html
Environmental Monitoring Solutions Ltd	CENTAUR	UK	CENTAUR is an intelligent, autonomous system for local urban flood risk reduction that utilises untapped sewer capacity. Automatic gates are installed in the collection network to intelligently manage flow and optimise the use of existing in-sewer storage during storms. The gates are controlled by a fuzzy logic algorithm that continually makes decisions about how much flow to allow through based on changing local sewer level data. In this way the system can reduce flood risk, prevent combined sewer overflows (CSOs), control flows to pumping stations and WWTP and facilitate rainwater capture and recycling. It can also be used as a complementary solution, e.g. to reduce the size of a storage tank at the design stage. Although the system is completely autonomous, an online dashboard provides visibility to the sewer operator and allows for reconfiguration. CENTAUR is self-managing and easily deployed. It can be orders of magnitude less costly than capital and space intensive alternative solutions.	Gates controlled by a fuzzy logic algorithm continually decide how much flow to allow based on changing local sewer data. This can prevent CSOs and control flows to WWTPs.	CENTAUR data streams can be integrated into existing telemetry systems for real-time visibility of system performance.	Information not available	Information not available	Águas de Coimbra (Portugal): The deployment of CENTAUR® in Coimbra, Portugal, has helped manage flood risk within the steep urban catchment, enabling the local water authority, Águas de Coimbra, to achieve better control of the wastewater network. The CENTAUR® system manages peak flows and reducing flood risk in an important area of the city. It has reduced levels at the target site by around 30%. Through utilizing existing storage capacity within the wastewater network, volume is retained during periods of intense rainfall and only discharged once the flow has reduced downstream.

Company Name	Technology Name	Country of Origin	Description	I&I, Overflows, Flow Forecasting	Analytics, Reports, Risk Analysis	Data Cleaning	Financial / Billing / Meter Management	Case Studies
Envirosuite	SeweX	Australia	SeweX is a simulation modelling tool to identify and address H2S generation, methane production, and corrosion in sewer systems. It is based on an advanced mathematical model that describes the physical, chemical, and biological processes in sewers. SeweX uses sewer network, hydraulic network and wastewater quality data to model and predict where methane and hydrogen sulphide generation will occur, helping utilities decide the optimal strategy to prevent odor and hazardous gases from generating. Odor, corrosion and safety risks related to sulphide and methane generation can be easily understood with network-wide mapping of risk. Multiple scenarios can be run based on changes to the parameters and then compared to the baseline simulation. Over 35 parameters (such as hydrogen sulphide, methane) are included in SeweX and can be displayed via heatmap of spatial results. From existing hydraulic network data, SeweX will generate a network representation showing nodes and conduits of the network. Operators can select a manhole or pump station to learn more about the current chemical dosing approach.	Information not available	SeweX provides a heatmap of odor, corrosion, and safety risks through a sewer network.	Information not available	Information not available	SeweX is has been used at over nine catchments across the US, Australia, France, and Spain. Prior to Envirosuite entering an exclusive licensing agreement, SeweX was applied by The University of Queensland in over 20 catchments.
Grundfos	iSOLUTIONS CLOUD	Denmark	Alongside management of raw water intakes, drinking water treatment, water distribution networks, and wastewater treatment, iSolutions Cloud provides optimization and control of wastewater networks and flood control. Wastewater network capabilities include process and pumping control, digital chemical dosing, pump energy optimization, inflow and outflow calculations for pump health assessment and system trend analysis. iSolutions Cloud for Wastewater Network modules can be delivered as a part of Grundfos iSolutions Cloud, as an intelligent audit report or as an API into a SCADA system. The modules can be used on top of an existing SCADA/SRO system and work with all equipment in the system.	Can identify infiltration water as caused by rain or groundwater by monitoring actual flow in sewers. Provides overflow warnings and real-time pumping station capacity.	Provides audits of pumping stations and pump functions to show the amount of water being moved compared to the full capacity. iSolutions can also identify optimization potential for pipes, pumps, valves, auto-coupling and the operational controller in pumping stations.	Information not available	Information not available	Information not available
H2Ometrics		USA	H2Ometrics is a collaborative water data analytics platform for managing water, sewer, stormwater, rainfall, and surface water data. H2Ometrics integrates sanitary sewer flow data from meters, flumes and pump stations, as well as climatological data from weather stations for rainfall, air temperature and other measurements. It offers a data visualization tools and a customizable dashboard, as well as automated alerts including a daily status summary, notifications when flows exceed a set threshold, and flow graphs. H2Ometrics can forecast probabilities and trends, including whether a 100-year storm will cause surcharging in certain areas, whether peak flows are trending at rates that will exceed contract limits, or the event return frequency that will have the largest impact on the system. Data is access as one-way, read only, and H2Ometrics never has access to the control layer. H2Ometrics' Basic plan is \$20/month per meter, and full access to all tools on the Advanced Tools plan costs \$85/month per meter.	Alerts are sent when flows exceed a set threshold and flows are graphed for each day. H2Ometrics has developed a Antecedent Moisture Model (AMM) equations and model process, which is in the public domain and which can be used for evaluating I&I.	Users can perform engineering analysis and generate summaries on metrics for tracking system performance over time. A Daily Status Summary is generated every morning to describe how the system performed the day before.	Information not available	Information not available	The City of Los Angeles Sanitation (LASAN) is uses H2Ometrics to manage and analyze data from 200 flow meters. H2Ometrics is used to conduct data visualization and review, scatterplot analysis, mass balance checks, and I&I analysis. HOV is a regional sanitary collection system from Wisconsin that has used the H2Ometrics Antecedent Moisture Model to perform a comprehensive evaluation of the reduction of system inflow and infiltration from the sewer rehabilitation program.
Infotiles	SewerIntelligence	Norway	SewerIntelligence helps water operators and managers optimize wastewater management through easy-to-use advanced network analysis, scenario modeling, and predictive decision-making capabilities using the network data from PipeFusion. By using hydraulic behaviour models, SewerIntelligence enables utilities to quantify inflow and infiltration, prioritize maintenance, forecast environmental scenarios to reduce combined sewer overflows, assess risk for network assets, and improve system resilience and infrastructure initiatives. The capabilities of the SewerIntelligence module are dependent on PipeFusion, Infotiles' core analytics software.	Quantifies I&I, allows forecasting of environmental scenarios, and combines real-time conditions with scenario building for risk modeling and asset prioritization.	Wastewater groups can be generated based on network topology, and clustered to determine and visually represent fill levels of pump station sumps. I&I can be quantified per pumped asset and KPIs such as OPEX costs and CO2 footprints can be tracked and aid in decision-making. Risk to assets can also be assessed.	Users can identify missing fields and correct network data.	Information not available	Håbo (Sweden): Håbo suspected infiltration of wastewater and inflow of groundwater into wastewater networks (I&I) was adding massive volumes requiring transport and treatment. InfoTiles and Håbo municipality determined that the pumps closest to the treatment stations were receiving the largest net volume of water, meaning that the largest influx was occurring in the parts of the network directly relating to the largest pumps. With this information, managers from Håbo went searching for damage in the identified areas and were able to quickly confirm the findings of the analysis. Significant breaches of the pipe were found upon visual inspection. In one location, drained surface water from nearby farmlands was penetrating wastewater pipes at high pressure, causing large and continuous volumes of I&I.
Kando	Wastewater Intelligence Software	Israel	Kando provides a wastewater management system and service for detection and analysis of pollution in the sewer network, presenting actionable data to network operators. Kando comprises online sensors positioned within manholes; automatic samplers, capturing wastewater samples when a change in wastewater quality is detected; a data logger that collects, stores and transmits data from multiple sources (including any sensors and historical datasets); and an analytical engine that receives live data and uses proprietary algorithms to identify and profile pollution events in real time. A web-based dashboard presents actionable data and alerts in response to abnormal wastewater characteristics, unpermitted discharges, odors (the sources of discharges and odors can be tracked), blockages, overflows, collection system corrosion and more. Upon detection of an event, operators are informed about the type and source of pollution, its severity, the time before contamination reaches the WWTP and a recommendation for treatment. Analytical models used to identify pollutants are trained using lab analysis of automatically captured samples. Sensor locations are determined algorithmically for optimal coverage, and it can be moved easily when needed.	Capabilities include blockage and infiltration prevention, including notifications of blockages that could lead to overflows and tracking infiltration by ground, storm, or sea water.	Real-time display of network data with alerts and predictions of events. Kando has introduced an AI-powered wastewater intelligence assistant, STREAMi, providing on-the-go support for fieldwork, reporting, analysis, and cross-department collaboration.	Data from the wastewater network is transformed and analyzed by machine learning algorithms to identify trends.	Information not available	Clients include El Paso Water, Los Angeles County Sanitation Districts, and many global utilities.

Company Name	Technology Name	Country of Origin	Description	I&I, Overflows, Flow Forecasting	Analytics, Reports, Risk Analysis	Data Cleaning	Financial / Billing / Meter Management	Case Studies
OptiRTC	Opti	USA	OptiRTC's (Opti) cloud-based software combines on-site sensor data, weather forecasts, and proprietary algorithms to optimize stormwater infrastructure through active control, aiming to help avoid water pollution, waste, and flooding. Opti can adaptively control the timing and rate of storage releases across a watershed, optimizing the use of available stormwater assets. Optimized adaptive control can meet multiple objects such as retention periods, flow moderation, and multiple water level targets.	Can optimize upstream storage and downstream release to mitigate CSOs	Web dashboards show real-time and historical performance of stormwater infrastructure.	Information not available	Information not available	City of Albany, NY: The City had 530 million gallons of combined sewer overflows (CSOs) annually and flash flooding, causing infrastructure damage and public safety and health concerns. After implementing Opti's adaptive controls, they saw wet weather flow volume reductions increase by an average of 8X as compared with modeled passive control systems.
Royal HaskoningDHV	Aquasuite Sewr	Netherlands	Aquasuite Sewr is a software solution that uses machine learning and AI to provide actionable insights into sewer networks. Sewr predicts high levels within the upcoming 48-hours, as well as detecting anomalous levels. This allows wastewater operators to provide timely warnings of unavoidable pollution events such as CSOs, as well as detecting sewer blockages like fatbergs.	Proactive CSO spill warnings. Levels are predicted for the upcoming 48 hours.	Analytics include level prediction, anomaly detection, and blockage detection.	Compares real-time data from field sensors to real-time level predictions.	Information not available	Information not available
Smartcover (A Badger Meter brand)	Software Suite	USA	SmartCover's software suite is comprised of multiple solutions, including SmartFLOE (for flow level optimization and estimate) and SmartWeir (for CSO events). SmartFLOE is used for tracking I&I, capacity assessments, and flow monitoring. SmartWeir can detect rising levels, notify when an overflow starts and stops, and quantify volume discharge. It can assist with documenting CSO and meeting reporting deadlines. The SmartCover system is available on mobile.	SmartFLOE can be used for tracking I&I, capacity assessments, influent and effluent measurements, general and stormwater flow monitoring, and more. SmartWeir can detect rising levels, document a CSO event, and quantify volumes discharged.	Online dashboard provides visual reports and analytics.	Can integrate with rain, river and tide data. Can organize CSO data for public communications.	Information not available	Toho Water Authority: After a 2022 hurricane damaged much of the sewer infrastructure, I&I increased significantly, as did backups and flooding. SmartCover monitors helped Toho locate high-risk areas and solve the sources of its I&I issues. Data is incorporated into SmartCover's software platform to enable overall trend analysis. Data about level, flow, or rain can be overlaid and integrated with local weather data.
StormHarvester	Intelligent Sewer Suite	UK	By combining data from wastewater network with rainfall predictions, StormHarvester's Intelligent Sewer Suite's machine learning technology aims to predict CSO and pollution/flooding events, as well as providing network management performance analysis, and reporting. Machine learning and hyperlocal rainfall forecasting gives each asset the ability to 'look several hours into the future' and optimize behavior. The Smart Flow Predictor module offers predictions on inflows and levels in sewer networks, pumping stations and wastewater treatment works. The Blockages Detection module allows early detection of blockages to enable predictive, condition-based maintenance and improved visit efficiency across sewer networks.	Can predict sewer levels, flows, and blockages as well as asset underperformance. This allows forecasting of CSOs and pollution/flooding events.	Information not available	Information not available	Information not available	Wessex Water: Wessex Water chose to deploy the StormHarvester solution to gain additional insights from their existing network of wastewater sensors. Specifically, the company wanted to test the ability of AI (machine learning) to accurately detect blockages and create smarter control room alarms. From the initial trial, Wessex saw a capability to reduce event duration monitoring alarms by 97%. StormHarvester detected over 60 early blockage formations in real time, at least 2 of which would have caused significant pollution incidents if not for these alerts. Over 60 telemetry and sensor faults were also detected in real time. Based on the value brought by the StormHarvester alerts, Wessex Water decided to rollout across the wider wastewater network, and the system now runs over 1500 signals.
Trinnex	waterCAST Sewer	USA	waterCAST Sewer is an AI-enabled digital water platform that delivers real-time monitoring, automated alerts, and sewer system performance analysis, including storm performance predictions, post-storm analysis, tracking of maintenance hole flooding, flagging of dry weather overflow events, identification of capacity issues, and target cleaning and CCTV frequencies. Data from GIS, SCADA, CMMS, models, and sensors can be brought into the platform and analyzed. waterCAST also offers capacity analysis for city development. Using the scenario creator, utility staff can use permit request information to perform a capacity evaluation and plan for the future, determining capacity bottlenecks in the collection system. The waterCAST capacity planner also allows utilities to review requests for wastewater capacity from developers and perform capacity assessments.	waterCAST predicts, trackers, and alerts for a variety of storm, flooding, and overflow events. The capacity planner allows forecasting and scenario-building to plan for future city developments.	Provides post-storm analysis and system performance analysis. Insights are made available in dashboards.	Incoming data is quality controlled.	Information not available	The Metropolitan District Commission (MDC) of Hartford, Connecticut: The MDC started the Clean Water Project in 2005 to combat SSOs, which occur on average 50 times a year during normal wet weather storm events. MDC seeks to capture every single overflow in an average year by 2059. The Clean Water Project team started using waterCAST, inputting data from SCADA, GIS, hydraulic models, rainfall/precipitation data, to form a digital twin to generate real-time simulations. waterCAST Sewer helps the team track and report on large-scale rain events, ideally before they happen. The team can identify crucial fluctuations in system operations or performance by analyzing discrepancies shown in the digital twin. (https://www.trinnex.io/insights/digital-twin-technology-clean-water-project)

Company Name	Technology Name	Country of Origin	Description	I&I, Overflows, Flow Forecasting	Analytics, Reports, Risk Analysis	Data Cleaning	Financial / Billing / Meter Management	Case Studies
Xylem (in partnership with Idrica)	Vue (powered by GoAigua)	US / Spain	Xylem Vue is a software platform for operational management and monitoring of wastewater treatment plants and sewer networks. Use cases include forecasting and monitoring events and discharges, detecting overflows due to clogging, and tracking viruses such as SARS-CoV-2. It provides centralized asset management and data integration for sewer network monitoring and decision making, as well as real-time what-if scenarios, a single control center for wastewater treatment assets, work order planning and management including route optimization, and monitoring of wastewater quality in the network and predictions of pollutant loads reaching WWTPs. Xylem Vue integrates data from existing tools and technologies to provide a holistic, real-time view of the status of utility processes and infrastructure, and can combine data from sensors, ERP, dataloggers, GIS, SCADA, PLC, CMMS and more. All data sources are processed regardless of vendor.	Features an early warning system for floods and overflows and for water quality at the plant inlet, prediction of SSOs, detection of infiltrations, fraud, and connection of rainwater network to the wastewater network, and detection and control of industrial discharges.	Includes a central BI dashboard for visualizations. Can generate risk-based sewer cleaning programs, simulation of future and past events, and analysis of contaminants and viruses, among other information.	Data is collected, processed and standardized by the Smart Water Engine.	Can detect discharges from illegal connections and fraud.	City of Richmond, Virginia: The City of Richmond DPU experiences between 1-3 billion gallons of annual overflow from CSOs. Richmond deployed Xylem Vue, initially aggregating data from 34 sensors. Richmond can now measure the real-time response of its system with current weather conditions as well as identifying when an overflow occurred and how much volume was discharged. Using this data, Xylem ran simulations to determine which potential projects would have the largest impact. The projects identified are expected to reduce approximately 182 million gallons of annual CSO volume with an average mitigation cost of \$0.18 per gallon. https://www.xylem.com/en-us/support/case-studies-white-papers/real-time-digital-analytics-identifies-more-than-180-million-gallons/

Memorandum

TO: Commission
Nathan Qualls

FROM: Courtney Mueller

DATE: May 21, 2025

SUBJECT: 2025 April Financial Statements

Please find attached the Financial Statements for your review.

Operating Revenues

- April's operating revenues were favorable to budget by \$217K or 3%
- Year to date, total operating revenues were favorable for the budget by \$185K or 1%

Operating Expenses

- April's operating expenses were favorable to budget by \$117K or 5% from less expenditures than budgeted in salaries & benefits, and contracted services.
- Year to date, total operating expenses were favorable to budget by \$962K or 10% from less expenditures than budgeted in contracted services, salaries & benefits, and plant maintenance.

Net Income (Loss) (Operating Income adjusted by Non-Operating Revenue and Expenses)

- Net Income for the month of April was \$3.0M.
- Net Income year to date was \$6.0M

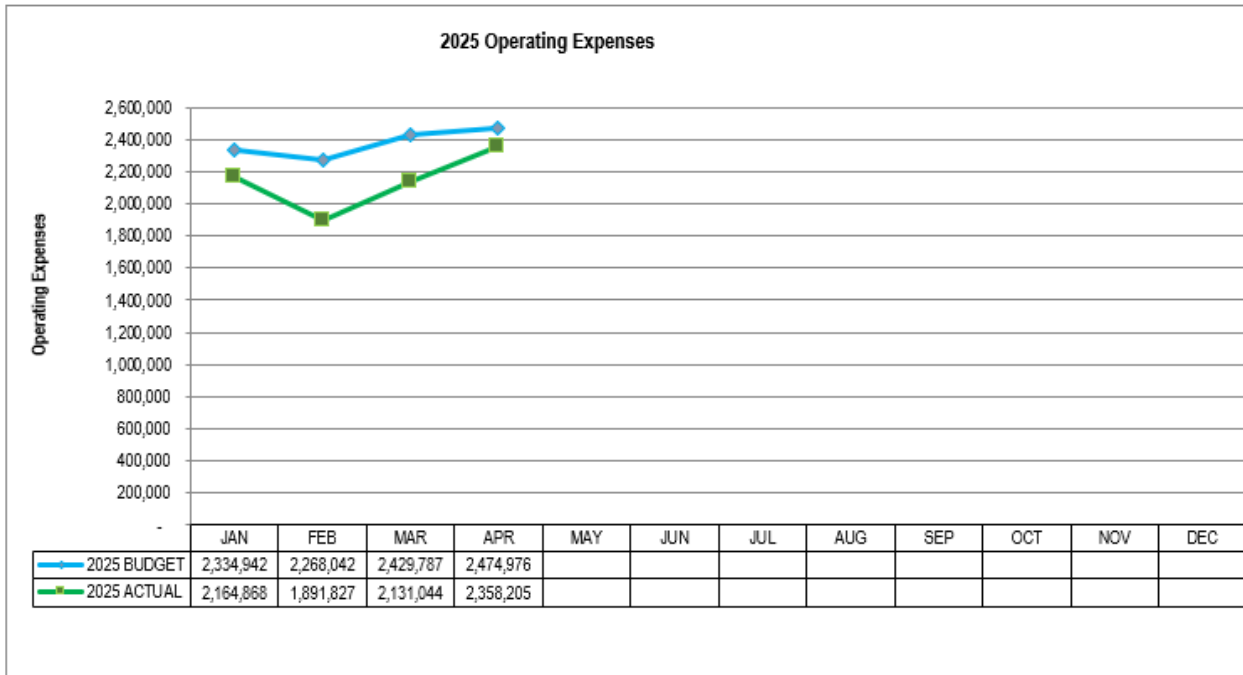
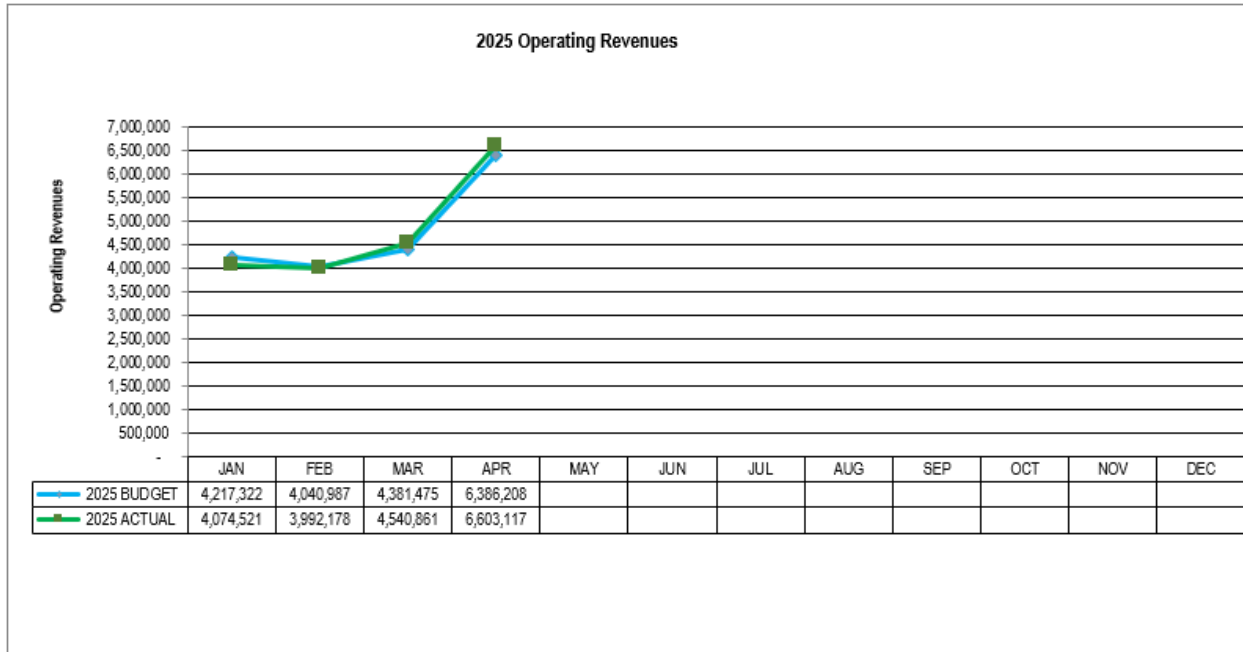
Reporting and Information

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

	Apr-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	\$ 4,046,960	\$ 4,195,827	\$ 148,867	\$ 15,550,156	15,702,981	\$ 152,825	\$14,707,314
User Fees - Mill Waste	2,240,268	2,255,402	15,134	\$ 2,981,030	\$ 2,931,850	(49,180)	3,134,195
Other Revenues	98,980	151,888	52,908	\$ 494,807	\$ 575,846	81,039	\$446,385
Total Operating Revenues	\$ 6,386,208	\$ 6,603,117	\$ 216,909	\$ 19,025,992	\$ 19,210,676	\$ 184,684	\$ 18,287,894
			3%			0.97%	
Operating Expenses							
Salaries	\$ 828,637	773,145	\$ 55,492	\$ 3,338,831	\$ 3,166,699	\$ 172,132	\$ 3,119,733
Benefits	268,398	239,616	28,782	\$ 1,102,789	\$ 999,767	103,022	1,000,894
Employee Development	16,855	2,824	14,031	\$ 82,273	\$ 45,389	36,884	57,148
Travel and Meetings	18,430	5,652	12,778	\$ 45,900	\$ 26,942	18,958	25,264
Power	207,410	196,279	11,131	\$ 804,345	\$ 739,531	64,814	723,232
Natural Gas & Fuel Oil	45,143	48,972	(3,829)	\$ 318,162	\$ 315,293	2,869	311,578
Chemicals	130,219	177,831	(47,612)	\$ 469,102	\$ 478,343	(9,240)	362,078
Maintenance - Plant	288,518	363,433	(74,914)	\$ 1,001,574	\$ 846,138	155,435	863,669
Maintenance - Interceptors	42,763	37,974	4,790	\$ 112,851	\$ 85,618	27,233	36,527
Contracted Services	295,076	226,148	68,928	\$ 1,295,933	\$ 935,148	360,785	851,443
Insurance	47,047	46,272	776	\$ 188,190	\$ 185,442	2,748	178,743
Solid Waste Disposal	78,652	71,581	7,071	\$ 95,223	\$ 118,889	(23,667)	86,394
Administrative and Information Technology	140,614	110,458	30,156	\$ 438,277	\$ 378,160	60,117	390,902
Supplementary Expenses (See Legend)	67,214	58,020	9,194	\$ 214,299	\$ 224,586	(10,287)	203,545
Total Operating Expenses	\$ 2,474,976	\$ 2,358,205	\$ 116,772	\$ 9,507,747	\$ 8,545,944	\$ 961,803	\$ 8,211,149
			5%			10%	
Operating Income	\$ 3,911,231	\$ 4,244,912	\$ 333,680	\$ 9,518,245	\$ 10,664,732	\$ 1,146,487	\$ 10,076,746
			9%			12%	
Non-Operating Revenues and Expenses							
Investment Income	\$ 155,000	\$ 216,842	\$ 61,842	\$ 591,806	\$ 1,081,833	\$ 490,027	\$ 977,582
Unrealized Gain/Loss on Investment	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -
Amortization of Premium	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -
Depreciation	\$ (1,131,831)	\$ (1,131,831)	\$ -	\$ (4,527,324)	\$ (4,527,324)	\$ -	(4,641,176)
Gain (Loss) on Disposal of Fixed Assets	\$ -	-	\$ -	\$ -	\$ -	\$ -	15,000
Interest Expense	\$ (291,694)	\$ (283,865)	\$ 7,830	\$ (1,166,778)	\$ (1,163,748)	\$ 3,030	(1,163,058)
Misc Non-Operating Expenses	\$ -	-	\$ -	\$ -	\$ -	\$ -	-
Total Non-Operating Revenues and Expenses	\$ (1,268,525)	\$ (1,198,854)	\$ 69,672	\$ (5,102,296)	\$ (4,609,239)	\$ 493,057	\$ (4,811,653)
Net Income (Loss)	\$ 2,642,706	\$ 3,046,058	\$ 403,352	\$ 4,415,948	\$ 6,055,493	\$ 1,639,545	\$ 5,265,093

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:

30-Apr-25

Assets

Current Assets

Cash and Investments	\$ 31,009,838.41
Receivables	
Sewage Treatment Service	8,748,091.01
Accrued Interest	266,805.30
Other	224,479.73
Inventories	2,921,561.35
Prepaid Expenses	509,062.37
Total Current Assets	<u>\$ 43,679,838.17</u>

Restricted Assets

Cash and Investments	\$ 72,389,042.91
Accrued Interest Receivables	-
Interceptor Cost Recovery Receivable	891,725.77
Total Restricted Assets	<u>\$ 73,280,768.68</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	31,033,007.87
Total Capital Assets	<u>\$ 517,882,341.82</u>

Less: Accum Depreciation and Amortization (195,503,165.54)

Net Capital Assets \$ 322,379,176.28

Other Assets

Bond Issuance Costs	\$ -
Net Pension Asset	\$ -
Total Other Assets	<u>\$ -</u>

Total Assets \$ 448,341,296.70

Liabilities and Equity

Current Liabilities

Accounts Payable	\$ 2,375,195.82
Salaries Payable	461,002.16
Other Accrued Liabilities	144,170.33
Total Current Liabilities	<u>\$ 2,980,368.31</u>

Liabilities Payable from Restricted Assets

Accounts Payable	\$ 1,018,497.20
Current Maturities of General Long-Term Debt	12,643,907.00
Interest Accrued	(72,747.26)
Total Liabilities Payable from Restricted Assets	<u>\$ 13,589,656.94</u>

Long-Term Liabilities

General Long-Term Debt, Less Current Maturities	\$ 148,029,019.65
Debt Premium	\$ 244,581.03
Bond Premium	\$ -
Pension Liability	711,010.00
Compensated Absences	2,548,110.31
Other post employment benefits (life insurance)	1,949,040.00
Deferred Revenue	-
Total Long-Term Liabilities	<u>\$ 153,481,760.99</u>

Total Liabilities \$ 170,051,786.24

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	\$ 163,328,858.17
Restricted for Equipment & Interceptor Replacement	29,346,843.96
Restricted for Plant Capital Replacement	35,451,174.36
Restricted for Debt Retirement	8,498,273.86
Restricted for Capital Projects	-
Restricted for Pension	-
Unrestricted	36,899,081.11
Total Net Position	<u><u>\$ 273,524,231.46</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
Nate Qualls

FROM: Patrick Wescott

DATE: May 16, 2025

SUBJECT: April 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 April. The De Pere Facility tied performance records for Total Suspended Solids for average daily concentration, average pounds discharged per day, and for total pounds discharged per month.

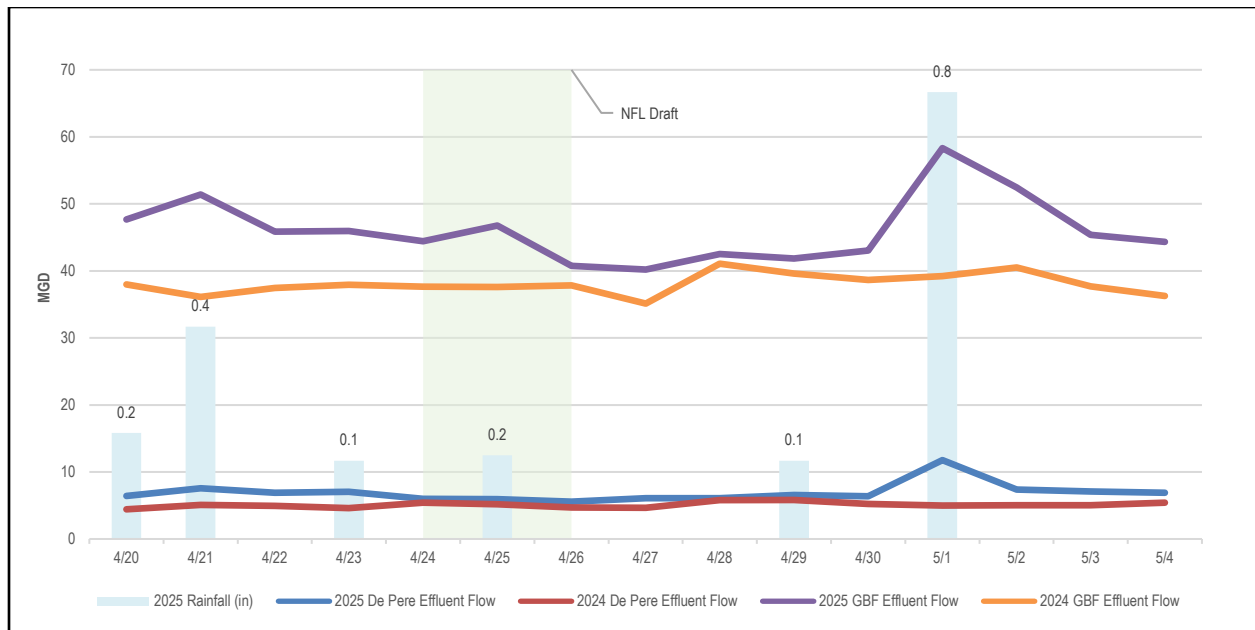
Attached are graphs showing a rolling 12-month average for effluent quality and permit limits for both facilities.

NFL Draft April 24 – 26, 2025 - Green Bay hosted the 2025 NFL Draft, marking a significant event for the city and surrounding area. Historical attendance figures for the draft have been substantial, with Kansas City drawing approximately 312,000 attendees in 2023 and Detroit setting a record with 775,000 in 2024. Pre-event estimates for Green Bay ranged from 250,000 to 400,000 attendees; however, the final attendance reached approximately 600,000, significantly exceeding projections.

In preparation for the anticipated large turnout, staff met regularly for several months leading up to the event to coordinate planning efforts focused on maintaining system performance and ensuring regulatory compliance. Despite the high volume of visitors, there were no disruptions to conveyance or plant operations.

A summary graph is included, comparing plant flows at the Green Bay and De Pere facilities during the 2025 NFL Draft period with the corresponding timeframe in 2024. The graph also presents daily rainfall totals leading up to and during the event. Although light rain was recorded on April 25, it was minimal and had no impact on facility operations.





Air Quality

The Green Bay Facility was in compliance with air quality limits for the month of April.

Resource Recovery

For the month, the solids processing facility generated 1,395 MWH of electricity. Total bio-gas volume recovered was 186,757 CCF. This was just over 82% of the total volume produced. The remaining volume was sent through the waste gas flare. NEW Water received 1,143,339 gallons of high-strength waste.

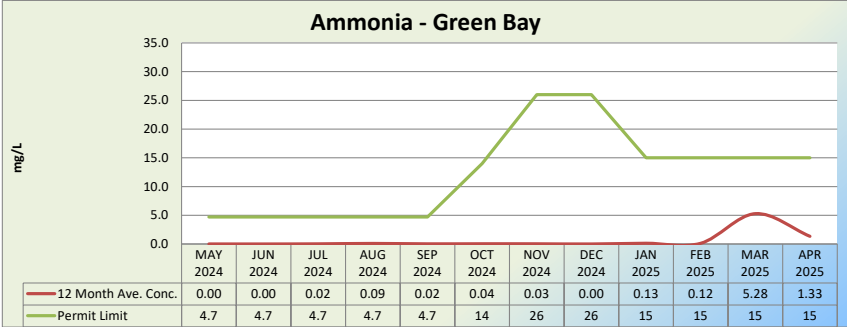
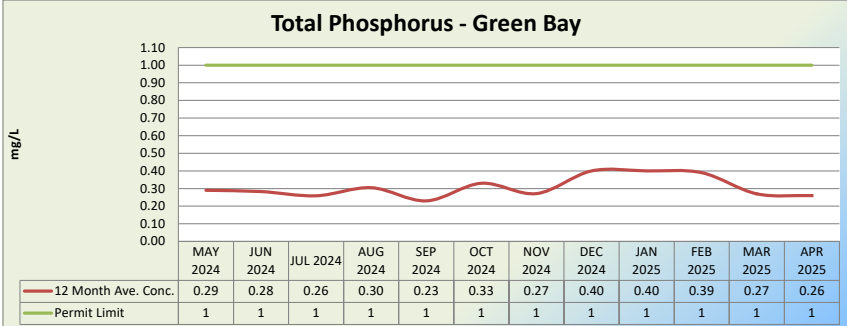
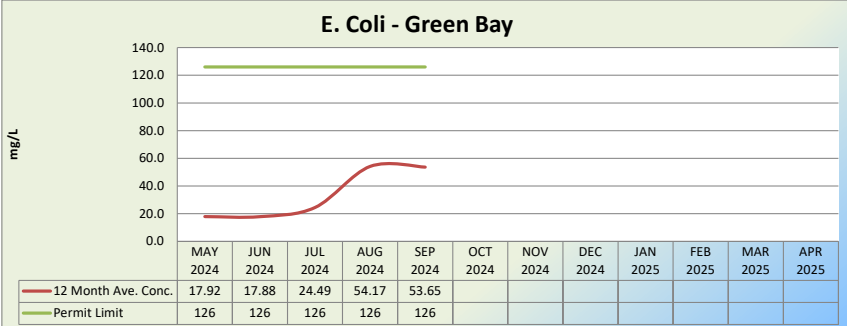
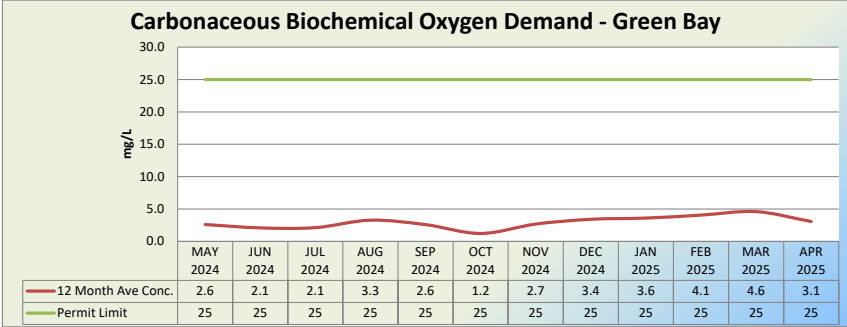
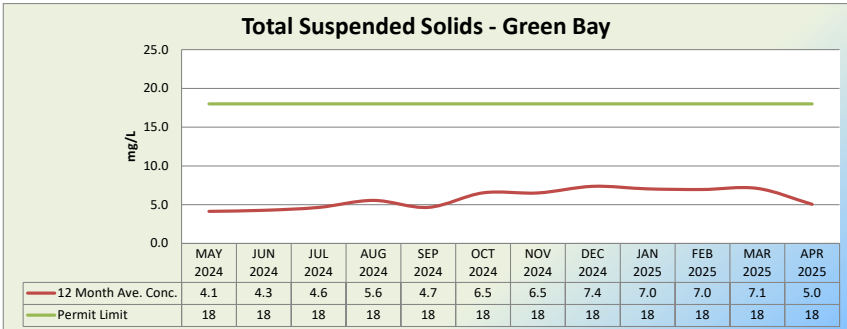
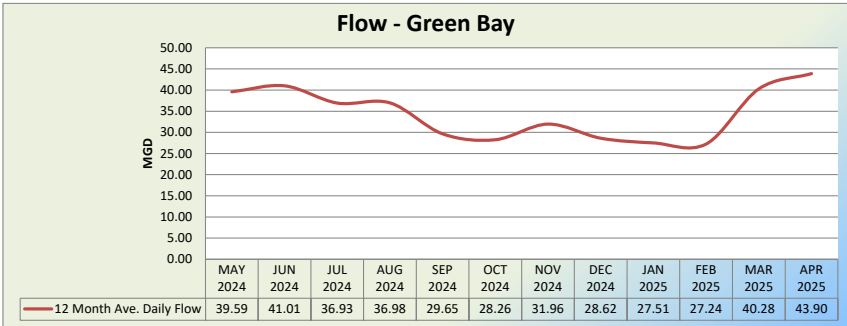
Attached is a graph showing a rolling 12-month average for energy utilization at the Green Bay Facility.

Attachments

EFFLUENT QUALITY - CURRENT YEAR 2025 NEW Water (GBMSD) - GREEN BAY FACILITY													May - October Avg = 0.6 mg/L November - April Avg = 0.6 mg/L				Ammonia Limits 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																							
JUN																							
JUL																							
AUG																							
SEP																							
OCT																							
NOV																							
DEC																							
Average	1,045.295	34.73	6.5	1,881	56,636	10.3	3,147	95,163	3.8	1,115	33,580			0.33	91		2,737	1.71	638	19,619	3.78	1,227	37,291
Total	4,181.182				226,544			380,652			134,322						10,947			78,476			149,164
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 April 2025

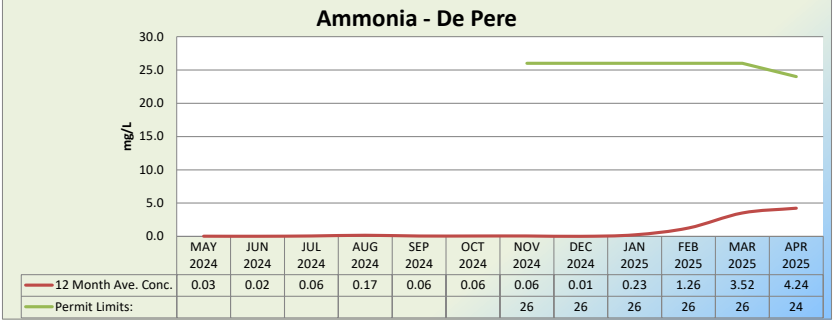
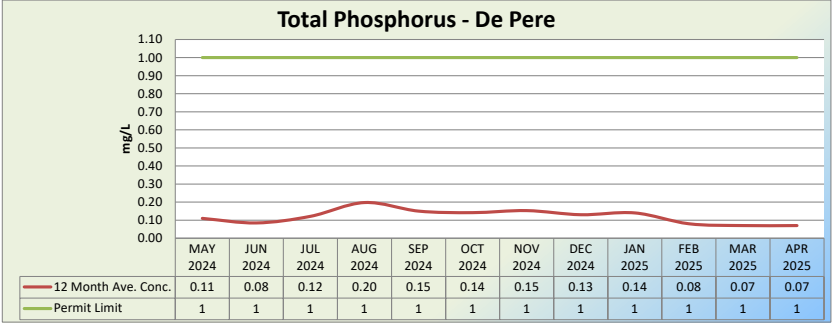
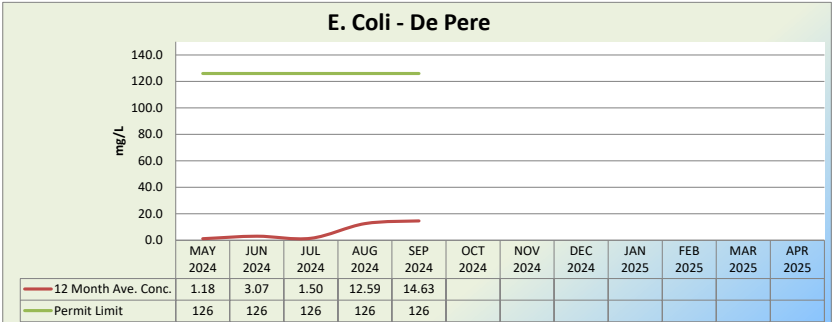
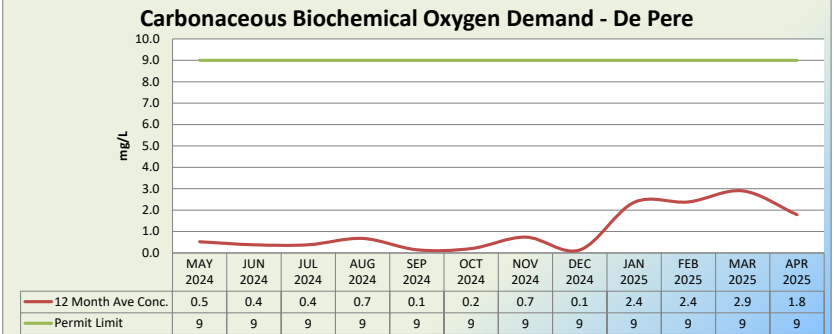
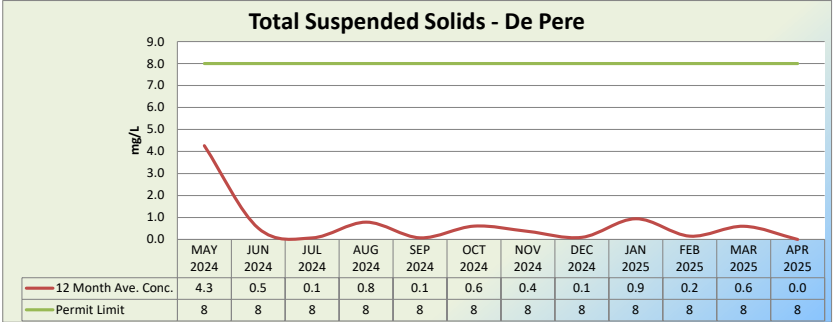
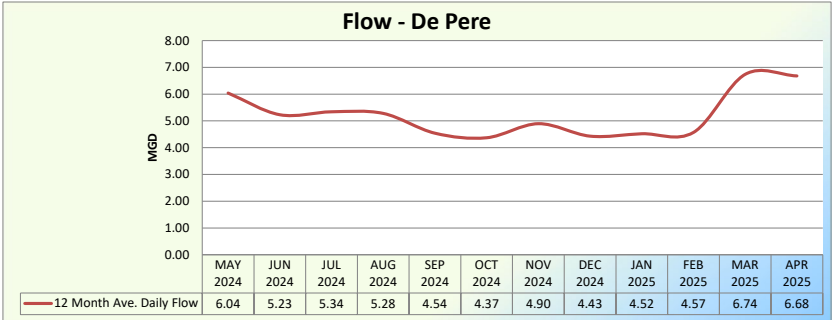
EFFLUENT QUALITY - CURRENT YEAR 2024 NEW Water (GBMSD) - GREEN BAY FACILITY													May - October Avg = 0.6 mg/L November - April Avg = 0.6 mg/L				Ammonia Limits Jan-Apr. Monthly Avg = 15 mg/L Weekly Avg = 59 mg/L May-Sept Monthly Avg = 4.7 mg/L Weekly Avg =13 mg/L October Monthly Avg =14 mg/L Weekly 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 10%		> 410#/100 ml		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																							
JUN																							
JUL																							
AUG																							
SEP																							
OCT																							
NOV																							
DEC																							
Average	169.376	5.63	0.4	21	632	4.1	204	6,155	2.4	113	3,410			0.09	4		120	2.31	129	3,909	3.84	199	5,984
Total	677.504				2,528			24,619			13,640						479			15,636			23,934
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 April 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



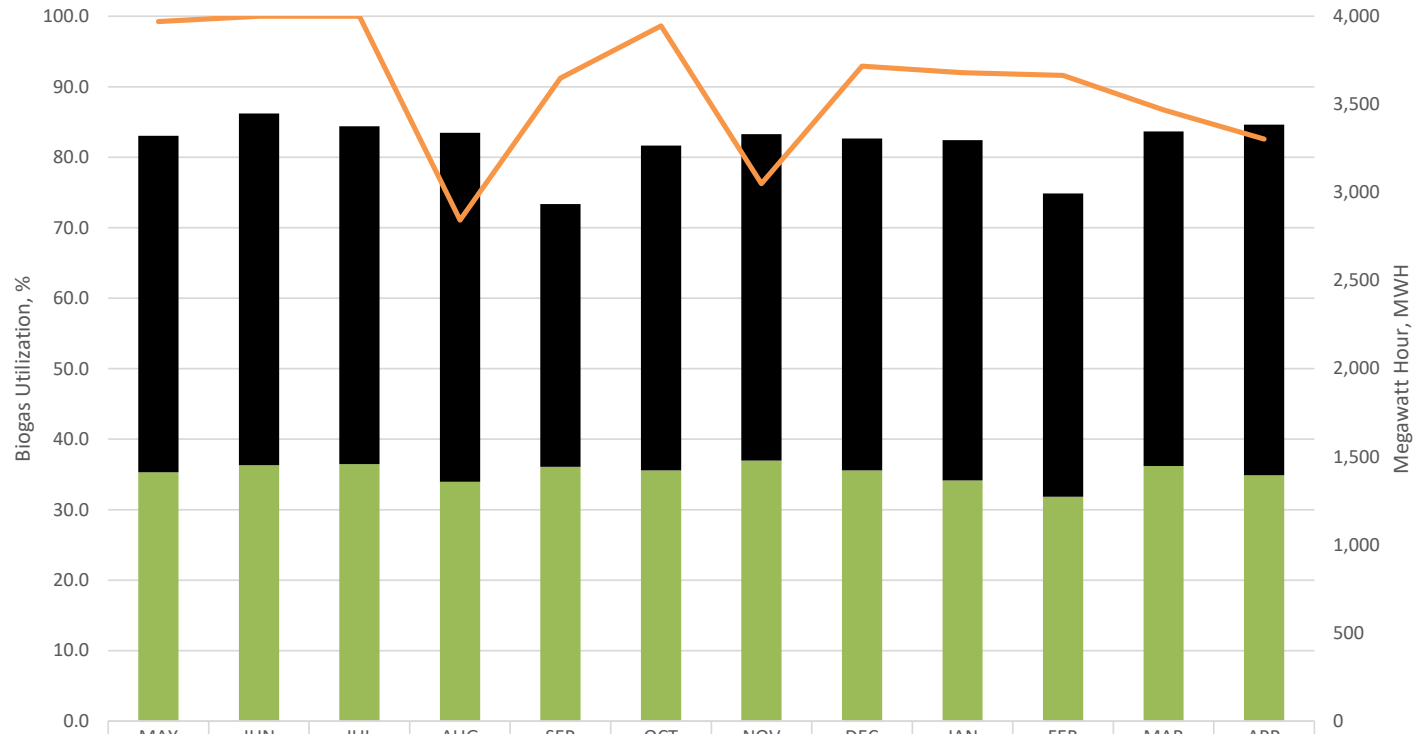
R2E2 ENERGY REPORT GREEN BAY 2025																				
NEW Water (GBMSD) - GREEN BAY FACILITY																				
	Bio-gas Generated					Electricity Used					Natural Gas Used									
	Total (CCF)	Generators		Flare		Total (MWH)	Purchased		Generated		Total (CCF)	Incineration		Heating Boiler		Thermal Oil Boiler		Co-Generation Units		
		Total	% of	Total	% of		Total	% of	Total	% of		Total	% of	Total	% of	Total	% of	Total	% of	
		(CCF)	Total	(CCF)	Total		(MWH)	(MWH)	Total	(MWH)		Total	(CCF)	(CCF)	Total	(CCF)	Total	(CCF)	Total	(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																				
June																				
July																				
August																				
September																				
October																				
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)			Total	(CCF)	(CCF)	Total	(CCF)	Total	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															0	0						
June															0	0						
July															0	0						
August															0	0						
September															0	0						
October															0	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									
Total (CCF)	Generators		Flare		Total (MWH)	Purchased		Generated		Total (CCF)	Incineration		Heating Boiler		Thermal Oil Boiler		Co-Generation Units			
Total	% of	Total	% of	Total	% of	Total	% of	Total	% of	Total	% of	Total	% of							
(CCF)	Total	(CCF)	Total	(MWH)	(MWH)	Total	(MWH)	Total	(CCF)	(CCF)	Total	(CCF)	Total	(CCF)	Total					
(CCF)	Total	(CCF)	Total	(MWH)	(MWH)	Total	(MWH)	Total	(CCF)	(CCF)	Total	(CCF)	Total	(CCF)	Total					
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)	Total	(CCF)	Total	(CCF)			Total	(CCF)	(CCF)	Total	(CCF)	Total	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	1,909	1,996	1,916	1,981	1,491	1,843	1,852	1,883	1,930	1,722	1,899	1,990
■ Generated Electricity, MWH	1,413	1,452	1,459	1,358	1,443	1,423	1,479	1,423	1,366	1,273	1,448	1,395
— Biogas Utilized, %	99.3	100.0	100.0	71.1	91.2	98.6	76.2	92.9	92.0	91.6	86.7	82.6

Memorandum

TO: Commissioners

FROM: Nate Qualls

DATE: May 28, 2025

SUBJECT: May Commission Meeting – Executive Director’s Report

- a) The May Commission meeting will be held on Wednesday, June 25, 2025, beginning at 8:30 a.m. This meeting will be a hybrid, held in person and via Zoom videoconference.
- b) Congratulations to Dalton Aderholdt who was promoted from Maintenance Mechanic to Mechanical Team Lead on May 5, 2025. Dalton Aderholdt's journey with NEW Water began in 2011 while he was a student at the University of Wisconsin-Green Bay, earning his bachelor's degree in 2016. During his time in school, he gained valuable experience with us as a seasonal utility helper and treatment intern. In January 2017, Dalton officially joined our team as a full-time Maintenance Mechanic Apprentice. He successfully completed his Apprenticeship in July 2021, becoming a Journeyman Maintenance Mechanic. His contributions have played a key role in supporting our efforts to protect our most valuable resource, water.
- c) Congratulations to Ryan Gardner on completing the Maintenance Mechanic Apprenticeship Program and his promotion to Maintenance Mechanic Journeyman effective March 3, 2025. Ryan joined NEW Water as a Treatment Intern in May 2017 and became a full-time Operator in Training in May 2018. In January 2019, he transitioned to the Maintenance Department as a Utility Worker before taking on the role of Mechanic Apprentice in September 2020. Over the years, Ryan has built a wide range of knowledge and consistently demonstrates a strong commitment to NEW Water's mission. His contributions have played a key role in supporting our efforts to protect our most valuable resource, water.
- d) The National Association of Clean Water Agencies (NACWA) is leading efforts to address proposed budget cuts that would decrease the Clean Water and Drinking Water State Revolving Funds (SRFs) by nearly 90 percent. In Wisconsin, SRFs are administered by the Wisconsin Department of Natural Resources and serve as critical funding to help offset costs for needed capital projects for sewerage utilities. NEW Water is joining other clean water agencies across the U.S. and is in the process of crafting a letter to federal elected officials, urging continued support for the SRFs. Learn more about this issue from NACWA, here: [Utility Action Needed! Urge Congress to Reject Deep SRF Cuts in Proposed FY 2026 Budget.](#)



- e) Recently, NEW Water hosted elected officials for NEW Water tours and overviews, including: April 18, NEW Water hosted Congressman Tony Wied (R-WI8); May 12, Wisconsin State Rep. Benjamin Franklin (R-De Pere, District 88); May 13, Village of Bellevue Trustees, and staff. See enclosed images.



- f) Registration is open for NACWA's Utility Leadership Conference from July 23 – 26 in Colorado Springs, CO. If you are interested in attending the meeting, please contact Roni Bach to handle hotel reservations and registration. The Administrative Services team will also assist with flights for the event. Please see the attached preliminary agenda for the conference.



- g) The National Association of Clean Water Agencies (NACWA) has lauded NEW Water for achieving 100% permit compliance for 22 years at the Green Bay Facility. We are among a special class of utilities across the country that have achieved this level. We are proud of our talented and committed staff, who work each day to protect public health and Wisconsin waterways.
- h) On May 14, 2024, NEW Water hosted the Municipal Environmental Group (MEG) – Wastewater and Water Divisions Steering Committee meetings (hybrid format). MEG members from both the water and wastewater communities had an opportunity to tour NEW Water's Green Bay Facility. MEG is a strong partner in advocacy for the water and wastewater sector and lobbies on behalf of its members to represent the interests in developments affecting water and wastewater management. NEW Water is working closely with MEG on several current legislative issues, including funding and PFAS regulations. See enclosed image of the tour – NEW Water's Corbin Magnin leads the tour (in orange).

After serving multiple two-year terms on the MEG – Wastewater Division Steering Committee, Sharon Thieszen was elected to Vice President at the May 14, 2025 meeting.

- i) NEW Water is proud to honor our employees through Public Service Recognition Week with recognition through the CARE Committee, and an Employee Appreciation Event will be held on May 22, to coincide with Wisconsin's Wastewater Professionals Appreciation Day. Additionally, on May 22, an external event will be held with community partners at the STEM Innovation Center. We are proud to join in recognition of our proud industry and our dedicated staff's critical daily efforts to protect our most valuable resource, water.





2025 Utility Leadership Conference and 55th Annual Meeting **Making the Business Case for Clean Water: Solutions for Uncertain Times**

July 22 - 25 | Cheyenne Mountain Resort | Colorado Springs, CO

All meetings are on the Conference level unless otherwise noted.

Δ Board of Directors Committee

As of May 19, 2025

Tuesday, July 22

Morning

9:00 – 1:00

White River Ballroom

Women's Water Network Forum *(Optional - Separate Registration Required)*

11:45 – 1:45

Shoshoni

Executive Committee Meeting and Lunch Δ

Afternoon

2:00 – 4:30

*Conference Level
Foyer*

Registration

2:30 – 5:00

Colorado Ballroom

Committee Discussion Sessions

All Conference attendees are welcome to attend.

Evening

5:00 – 6:00

*Cheyenne Courtyard,
Lower Level*

Registration

5:30 – 7:00

*Cheyenne Courtyard,
Lower Level*

Welcoming Happy Hour

Kick off the *Conference* by joining us at the Welcoming Happy Hour. Connect with fellow attendees, rekindle old connections, and network in a relaxed atmosphere. Happy Hour is open to all so enjoy a quick bite and meet us there!

Wednesday, July 23

Morning

7:30 – 9:00

Shoshoni Room

Award Committee Meeting and Breakfast Δ

9:00 – 11:30
Conference Level
Foyer

Registration

9:00 – 10:00
Remington I,
Main Level

Spouse & Guest Lounge

9:00 – 5:00
Remington II,
Main Level

NACWA Networking Lounge

The lounge provides an opportunity to connect with your peers during the conference.

9:30 – 12:00
Colorado Ballroom

Committee Discussion Sessions

All Conference attendees are welcome to attend.

Afternoon

12:00 – 2:30

Lunch on Your Own

12:15 – 2:00
White River Ballroom

Optional Lunch – Water Collaborative Delivery Association Better Projects, Together: Organizational Readiness for Collaborative Delivery Success *(Free; Separate RSVP Required)*

Is your utility ready to deliver a successful collaborative delivery project? Similar to other types of water sector innovation, utilities are at various levels of maturity with respect to their experience with collaborative delivery and successful project implementation. Recent research to identify and address critical utility readiness factors driving collaborative delivery implementation success found that readiness factors can be grouped into the three categories of people, processes, and tools. Join the Water Collaborative Delivery Association for a free lunch session to learn more about how utilities can prepare, assess, and align to address readiness gaps for successful collaborative delivery project implementation. All attendees will receive a copy of WCDA's *Water and Wastewater Collaborative Delivery Handbook, 6th Edition*.

Please complete [this form](#) by **July 7** to RSVP for this event.

2:00 – 4:30
Conference Level
Foyer

Registration

2:30 – 5:00
Colorado Ballroom

Committee Discussion Sessions

All Conference attendees are welcome to attend.

Evening

6:00 – 7:30
Centennial Ballroom,
Main Level

Awards Ceremony & Reception

Join us for a celebratory evening honoring exceptional NACWA utility facilities for their outstanding achievements in compliance, and individuals for their unmeasured service to NACWA. Following the Ceremony, we invite you to join your colleagues in celebrating the evening's honorees at the Awards Reception.

Thursday, July 24

Morning

8:30 – 11:30

*Conference Level
Foyer*

Registration

9:00 – 10:00

*Remington I,
Main Level*

Spouse & Guest Lounge

9:00 – 5:00

*Remington II,
Main Level*

NACWA Networking Lounge

The lounge provides an opportunity to connect with your peers during the conference.

9:00 – 11:40

Colorado Ballroom

Plenary Session I

9:00 – 9:20

**Opening Remarks
Welcoming Remarks**

11:40 – 11:55

Colorado Ballroom

Annual Association Business Meeting

- Report of the President
- Report of the Treasurer
- Election of Directors
- Report of the Chief Executive Officer

11:55 – 12:00

Closing Remarks

Afternoon

12:00 – 3:00

Lunch on Your Own

12:15 – 2:45

White River Ballroom

Board of Directors Meeting Δ

2:00 – 4:00

*Conference Level
Foyer*

Registration

3:00 – 5:00

Colorado Ballroom

Plenary Session II

3:00 – 3:05

Opening Remarks

4:55 – 5:00

Closing Remarks

Evening

6:00 – 7:00

Beach Pavilion

President's Reception

Please join us at Beach Pavilion to celebrate President Mickey Conway! Enjoy the breathtaking views of the Mountains. The reception will be outside.

Friday, July 25

Morning

9:00 – 10:30

Conference Level

Foyer

Registration

9:30 – 11:30

Colorado Ballroom

Plenary Session III

9:30 – 9:35

Opening Remarks

11:25 – 11:30

Closing Remarks