

AGENDA
GREEN BAY METROPOLITAN SEWERAGE DISTRICT
COMMISSION MEETING

September 24, 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 August 27, 2025. (N. Qualls)
- 3) Request Commission approval of 2026 Salary Market Adjustment. (E. Tietyen)
[Click Here: Memo](#)
[Click Here: Attachment](#)
- 4) Request Commission approval of 2026 Health Insurance. (E. Tietyen)
[Click Here: Memo](#)
[Click Here: Attachment](#)
- 5) Request Commission approval of 2026 Dental Insurance. (E. Tietyen)
[Click Here: Memo](#)
- 6) Request Commission approval to abate the tax levy for 2026. (C. Mueller)
[Click Here: Memo](#)
[Click Here: Attachment](#)
- 7) Request Commission approval of the Resolution Authorizing the Issuance and Sale of up to \$13,520,378 General Obligation Sewerage System Promissory Notes, Series 2025A and providing For other details and covenants with Respect Thereto. (C. Mueller)
[Click Here: Memo](#)
[Click Here: Loan Documents](#)
- 8) Request Commission approval for Phone System Replacement in the amount of \$112,781.79. (G. Ashauer)
[Click Here: Memo](#)
[Click Here: Attachment](#)
[Click Here: Attachment](#)

- 9) Request Commission approval to adopt the Resolution Authorizing Representatives to File Applications for Financial Assistance from the State of Wisconsin Environmental Improvement Fund. (L. Sarau)
[Click Here: Memo](#)
[Click Here: Resolution](#)
- 10) Request Commission approval to close out the construction contract for the Green Bay Facility Green Infrastructure Parking Lot Reconstruction Project #240009-CO and issue final payment to Peters Construction in the amount of \$138,661.01. (L. Sarau)
[Click Here: Memo](#)
[Click Here: Report](#)
- 11) Convene in closed session under State Statute 19.85 (1)(c) for the purpose of considering the employment of a public employee, under 19.85(1)(e) for the purpose of deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session and State Statute 19.85 (1) (g) for the purpose of conferring with legal counsel for the Commission who is rendering oral or written advice concerning strategy to be adopted by the Commission with respect to litigation in which it is or is likely to become involved:
- a) Potential litigation resulting from environmental testing by significant industrial user.
 - b) Potential transfer of certain interceptor segments pursuant to Section 5.05 of the Sewer Use Ordinance to a municipality.
 - c) Employment of a public employee.
- 12) Reconvene in open session.
- 13) Update of projects:
- a) East River Interceptor Renewal Project. (L. Sarau)
[Click Here: Report](#)
 - b) Downtown Interceptor Renewal Project. (L. Sarau)
[Click Here: Report](#)
 - c) GBF Thickening Improvements Project. (T. Biese)
[Click Here: Report](#)
 - d) DPF Pumping and Headworks Project. (T. Biese)
[Click Here: Report](#)
- 14) 2026 Budget Workshop. (B. Clausen)
[Click Here: Memo](#)
[Click Here: Presentation](#)
[Click Here: Attachment](#)
- 15) August 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](#)

- 16) August 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](#)

- 17) Executive Director's report: (N. Qualls)
- [Click Here: Executive Director Report](#)
 - a) October Commission Meeting.
 - b) 2024 Annual Report.
 - c) NEW Water hosted Rep. Elijah Behnke.
 - d) NEW Water hosted Rep. Ryan Spaude.
 - e) Wisconsin Wastewater Monitoring Program.
 - f) Green Stormwater Infrastructure Field Tour at NEW Water's Green Bay Facility.
 - g) Public Trail and De Pere Facility.
 - h) NEW Water hosted Technical Advisory Committee meeting for the Inflow & Infiltration Reduction Program.
 - i) Moody's Ratings: Aaa for NEW Water GO Bond Issuance.

Memorandum

TO: Commission
Nathan Qualls

FROM: Emily Tietyen

DATE: September 24, 2025

SUBJECT: 2026 Salary Planning Recommendations

Background

Annually, NEW Water requests a review of relevant salary market data and pay plan projections from its compensation consultant, Cottingham Butler, formerly Carlson Dettmann Consulting. Every three years, a comprehensive study to benchmark most NEW Water positions is conducted, while in interim years, abbreviated surveys are administered to maintain competitive market position from year to year. The last comprehensive study was completed in 2024 with the next survey scheduled to be completed in 2027. An abbreviated survey was conducted in 2025, which resulted in a recommended market adjustment to all NEW Water pay grades of 2.5%.

A review of relevant market data and pay projections was conducted by the consultant this past summer. A memo dated September 10, 2025, from Matt Shefchik summarizing the research and the resulting market adjustment recommendation is attached.

NEW Water is committed to a consistent process for evaluating and adjusting its pay structure. This consistency provides confidence that the organization's compensation remains competitive in the market. By regularly reviewing market data and pay projections—annually for adjustments and every three years for a comprehensive study—NEW Water ensures its compensation plan is aligned with industry standards. This deliberate and reliable process is key to attracting and retaining top talent, as employees and potential candidates can trust that the organization is dedicated to offering competitive and equitable compensation.

Recommendation

Based on the results of the survey data and resulting recommendations, staff recommends acceptance of the consultant's proposal to adjust all pay grades by 2.5% for the 2026 budget.

Commission Action

Request Commission acceptance of the consultant's proposal to adjust all pay grades by 2.5% for the 2026 budget.

Attachments
2025 Salary Planning Recommendation Memo



COTTINGHAM & BUTLER
Total Rewards
Consulting

MEMORANDUM

TO: Emily Tietyen
FR: Matt Shefchik, Assistant Vice President of Total Rewards Consulting
DATE: September 10, 2025
RE: 2025-26 Salary Planning Recommendations

Annually, the Cottingham & Butler Total Rewards Consulting team (formerly Carlson Dettmann Consulting) provides an assessment of the marketplace, and a recommendation for 2025-2026 salary adjustments. Employers typically update their salary structure, or pay ranges, each year to maintain their competitive position with respect to their labor market(s). In addition, they review and adjust merit increase spending budgets to make sure employee salary progression through their ranges is consistent with the practices of other employers, as well as the policy prescribed by their own organization.

The 2025 U.S. employment market is marked by stability and sector-specific growth, with unemployment holding near 4% and steady labor force participation, although down from pre-pandemic levels. Wage growth has outpaced inflation in 2025. Looking ahead to 2026, salary increase budgets are expected to moderate slightly, signaling a return to pre-pandemic norms. Wage pressure will persist in high-demand sectors like healthcare, engineering, and construction. Pay transparency laws are gaining momentum, prompting more data-driven and equitable compensation planning. However, the economic outlook is clouded by anticipated impacts of policy decisions.

We base our recommendations on the median and average increases reported in a variety of sources, our own regional salary planning survey, and our experience consulting with other organizations. Your organization's financial situation must be considered when implementing the 2026 increases.

Organizations grant increases in a variety of ways, which may differ from your organization. Pay adjustments for others may include cost-of-living, across the board, steps, merit, equity adjustments; we seek to understand the overall budgets as forecasted by employers, and the recognition of what may have previously been forecasted versus what employers actually provided in the market.

Based on the review of literature, current economic conditions, and our recent experience, we make the following recommendations for your organization:

Recommendations

1. **Salary Structure** - At the time of this memo, our recommendation for a **2026 structural increase would be to plan for +2.5%** applied to the midpoints for all the organization's pay grades.
 - a. We are seeing projected pay structure increases of about +2.5% for 2026 in our local salary planning survey. Additional sources reinforce a 2.5% structure increase for Utilities.

- b. Please note the labor market has cooled, but organizations may still find it necessary to revise overall compensation strategies, tailoring decisions to their workforce. Inflation or recessionary fears may whipsaw decision-makers.
- 2. Merit/Other Increases** - As it relates to merit/other increase budgets, presuming that merit increases are a part of the existing structure, we would recommend a budget of 1.0%-2.0% for merit increases.
- a. We continue to see Public Utilities have slightly stronger overall pay budgets which would suggest the upper levels of our recommended range.
 - b. We believe total pay budgets for 2026 won't match recent previous levels and are descending towards pre-pandemic levels. Now, more than ever, organizations may want to consider rewarding (with intent to retain and motivate) the performance of its high performing / high-potential employees and for mission-critical roles. Taking a more refined approach to the pay budget may better utilize limited total rewards dollars.
 - c. Typically, Merit/Other Increases supplements Salary Structure Increases by $\approx 1.0-2.0\%$. The simplest explanation for the difference between the two statistics, is that the Salary (Merit) Budget Increase number is what moves employees across or through their salary ranges, once a decision is made concerning any needed pay structure adjustment. For 2025-26, we see Merit Budgets supplementing Structure Increases by around 1.0%. Presumably, this would result in employees progressing less quickly through a pay structure for tenure or good performance. Organizations with larger budget-structure gaps and more transparent pay structures, may be able to take advantage of this through compensation communications where employees may recognize their progression through the pay structure with good performance.
- 3. Lump Sum Merit** – We would recommend using an equivalent lump sum payment in lieu of a merit increase for employees who are high performing and base pay is at or above the pay range maximum.
- a. The mechanism of a lump sum payment reinforces the value of strong performance to the organization, is motivational to the employee, and does not add to base pay for the employee or to fixed costs of the organization.

A summary and a review of the data considered can be found in the Appendix. Thank you for the opportunity to serve your organization this year.

Appendix A

Overview/Summary/Recommendations

- The 2025 U.S. employment market is marked by stability and sector-specific growth, with unemployment holding near 4% and steady labor force participation. Wage growth has outpaced inflation. Looking ahead to 2026, salary increase budgets are expected to moderate slightly, signaling a return to pre-pandemic norms. Wage pressure will persist in high-demand sectors like healthcare, engineering, and construction. Pay transparency laws are gaining momentum, prompting more data-driven and equitable compensation planning.
- Job openings are coming down, while quits and layoffs are stagnant. The July 2025 Job Openings and Labor Turnover Survey reported 7.2 million job openings. Over the month, both hires and total separations were unchanged at 5.3 million. Within separations, both quits (3.2 million) and layoffs and discharges (1.8 million) were unchanged.
- Public sector employers continue to face pressure trying to compete with private sector increases, as we see pay increases in the public sector outpacing those in the private sector for 2025-26.
- Growth of pay transparency legislation, as well as market forces pushing for pay range disclosure, is creating a need for organizations to assess and audit imbalances caused/exacerbated as a result of these ever-changing labor hiring and retention dynamics.
- Those organizations with formal salary systems would be well-advised to ensure that they are functioning as designed. For example organizations with a pay-for-performance system, should be clearly differentiating top performers from average performers, as well as funding the “merit pool” at a competitive level. Those organizations with a more traditional step-based system, should be cognizant of the need to adjust both the structure itself (external competitiveness) as well as individual employee step movement (internal competitiveness).
- Organizations with step-based plans should budget for their expected step movement (often 1-3%), but may also wish to reserve additional funds to address salary matters relating to recruitment and retention of talent.
- Budgeting for additional pay increase buckets (promotional, market, equity) is a more prudent way to account for succession and market fluctuations, and allow pay budget buckets to function as intended.
- Organizations may also want to explore the possibility of smaller, but more frequent, increases in pay. Doing so may provide some advantages: mitigates the full annual impact of the raises than if they were all applied at the beginning of the year; psychologically keeps compensation front-and-center in employees’ minds as opposed to a once-a-year occurrence; potentially separates the merit/step increase process from the competitive cost-of-living or pay equity adjustments; and allows organizations to adapt and respond to evolving market conditions.

Review of the Data/Literature

To get a better understanding of the market, the team at Cottingham & Butler reviews numerous economic and compensation related publications. The following are excerpts of value from several we find valuable.

We are seeing projected pay structure increases of about +2.5% for 2026 in our local salary planning survey. The following table also shows the reported actual 2025 and projected 2026 pay structure increases among six different survey sources¹:

Survey Source	ACTUAL 2025 Pay Structure Increases Median	PROJECTED 2026 Pay Structure Increases Median
Cottingham & Butler Upper Midwest 2025-2026 Salary Planning Survey	+2.8%	+2.7%
Gallagher 2025-2026 Salary Planning Survey	+3.0%	+2.8%
Salary.com 2025-2026 National Salary Budget Survey	+2.8%	+2.5%
PayScale 2025-2026 Salary Budget Survey*	+2.4%	+2.3%
Culpepper Salary 2025-2026 Budget & Compensation Planning Survey	+2.5%	+2.5%
WorldatWork Salary Budget Survey 2025-2026	+2.5%	+2.5%

**Only Average values reported in survey.*

We are seeing the total projected pay budget increases of about +3.5% for 2026 in our local salary planning survey and others. We are recommending slightly over that up to 3.75%-4.0% because of other economic indicators such as the employment cost index and Atlanta Fed Wage Tracker which all have 12-month increases near or over 4%. The following table also shows the reported actual 2025 and projected 2026 pay budget increases among seven different survey sources²:

Survey Source	ACTUAL 2025 Median Pay Budget Increases	PROJECTED 2026 Median Pay Budget Increases
Cottingham & Butler Upper Midwest 2025-2026 Salary Planning Survey	+3.5%	+3.4%
Korn Ferry Total Rewards Pulse Survey July 2025	+3.5%	+3.5%

¹ See Appendix A for source citations and further information.

² See Appendix A for source citations and further information.

Gallagher 2025-2026 Salary Planning Survey	+3.5%	+3.0%
Salary.com 2025-2026 National Salary Budget Survey	+3.5%	+3.5%
PayScale 2025-2026 Salary Budget Survey*	+3.5%	+3.5%
Culpepper Salary 2025-2026 Budget & Compensation Planning Survey	+3.5%	+3.5%
WorldatWork Salary Budget Survey 2025-2026	+3.5%	+3.5%

*Only Average values reported in survey.

Total Rewards Consulting: Our team conducts an annual “Upper Midwest Salary Planning Survey” in the summer of each year which serves as a key planning resource for many of our clients. The 2025-26 results, similar to last year, we are seeing higher increases among public-sector organizations relative to the private sector. For the private sector, the average 2025 payroll budget increase including reported zeros was 3.3% (excluding zeros 3.5%) and the average projected 2026 payroll budget including reported zeros is 3.1% (excluding zeros 3.4%).

2026 Projections (Overall)	Structural Adjustment*		Payroll Budget Increase*	
	Average	Median	Average	Median
PUBLIC Sector	3.0%	3.0%	3.7%	3.3%
PRIVATE Sector	2.9%	3.0%	3.3%	3.0%

* Values indicate responses with zero-values omitted.

- **WorldatWork:** “WorldatWork is the leading global nonprofit, 501(c)(3) organization for professionals who are engaged in the critically important practice of Total Rewards.” The organization, among other things, conducts an annual Salary Budget Survey, last conducted in March of 2025.³
 - “Salary increase budgets are lower in 2025 than in 2024 and are expected to decline further in 2026. In the U.S. the average overall salary increase budget for 2025 was 3.7%, down two-tenths of a percentage point from 2024 and one-tenths of a percentage point lower than last year’s projection of 3.8%. Participants in this year’s survey predict an average of 3.6% for 2026. (The median 2024 actual budget, and median predicted 2025 budget were all 4.0%, but actual median salary increase budgets dropped to 3.5% for 2025 and are anticipated to remain there in 2026).”
 - “This year, growing caution among organizations in the face of a global economic outlook marked by slowing growth, persistent uncertainty, and rising geopolitical and trade tensions has led to shrinking salary increase budgets and decreasing confidence in organizations’ ability to predict the future. 2025 marks the second year of retreating salary increase budgets following 2023’s record 4.4% total increases, the highest in more than twenty years. “

³ WorldatWork, 2025-2026 Salary Budget Survey

- *“Merit increase budgets are the most common (and largest) type of salary increase budget. Two to three times as many organizations report these budget types than other budget types. In 2025, average merit increase budgets were reported at 3.2% (median: 3.3%), a two-tenths of a percentage point decrease from 2024. Projected average merit budget for 2026 stays at 3.2% while the median prediction drops to 3.0% next year”.*
- *“Salary structure changes are usually smaller than salary increase budgets. They often lag market changes, and not all organizations choose to update structures every year. In 2025, the reported overall average salary structure adjustment is 2.3% (median: 2.5%) slightly lower than the projected 2.4% (median: 2.5%). For 2026, the projection drops slightly to 2.2%.”*
- **Bureau of Labor Statistics CPI:** While there is not automatic link between employee pay and the CPI (CPI-U or CPI-W), many organizations’ salary planning discussions are strongly influenced by the movement in these indices. The Bureau of Labor Statistics, in The Economics Daily, stated:
 - *“Over the last 12 months, the all items index increased 2.7 percent before seasonal adjustment, per the August CPI Summary release.”*⁴
 - *“Real average hourly earnings increased 1.3 percent, seasonally adjusted, from July 2024 to July 2025. The change in real average hourly earnings combined with no change in the average workweek resulted in a 1.3-percent increase in real average weekly earnings over this period.” - that is, earnings that have been adjusted for changes in consumer prices.*⁵
- **The Conference Board:** The Conference Board is a non-profit business membership and research group organization, and is heavily involved in economic and business management research. Their September 2025 Employment Trends Index includes the following about the 2025 labor market:⁶
 - *“The ETI slid further in August, reaching its lowest level since early 2021,” said Mitchell Barnes, Economist at The Conference Board. “The ETI peaked two or three years ago and has been falling ever since, where the decline likely captured normalization of the distorted post-pandemic labor market, not weakness. However, the degree of weakness among August’s components is disconcerting.” “Layoffs and unemployment remain low as companies navigate through continued uncertainty,” Barnes added. “But tariff pressures are expected to intensify, raising inflation and reducing consumption, which could restrain activity and dampen future hiring.” “While the labor market remained resilient over much of this year, six of eight ETI components were negative in both July and August for the first time since November 2024. This potentially marks a turning point, where business activity is slowing more materially to reflect softer business confidence levels,” concluded Barnes.*
- **PayScale:** An industry leader for compensation software, data, and research, PayScale publishes an annual Salary Budget Survey. The 2025-2026 edition contains (among other things) the following insights:⁷
 - *“Uncertainty over the economy is leading to planned salary increases declining slightly for the upcoming 2026 budgetary season compared to 2025. Concern about the competition for labor is also declining in the United States. Only a small portion of organizations (16 percent in the United*

⁴ Bureau of Labor Statistics, U.S. Department of Labor, News Release: Consumer Price Index – August 2025 at [Consumer Price Index Summary – 2025 July Results \(bls.gov\)](https://www.bls.gov/news.release/cpi.summary.2025.07.html)

⁵ U.S. Bureau of Labor Statistics [Real Earnings Summary - 2025 July Results \(bls.gov\)](https://www.bls.gov/news.release/realinc.summary.2025.07.html)

⁶ <https://www.conference-board.org/data/eti.cfm>

⁷ Payscale 2025-2026 Salary Budget Survey

States) anticipate a salary increase budget that is higher than last year. Most organizations (68 percent in the United States) expect budgets to remain the same. For the United States, 16 percent expect budgets to be lower. For those anticipating lower budgets, concern about the economy was the primary reason (66 percent for the United States). Among those expecting increased budgets, concern about increased competition for labor has dramatically dropped as a reason in the United States — by a whopping 19 percent compared to last year’s report.”

- “Going into 2026, organizations are anticipating that pay increases will be 3.5 percent in the United States, which is a slight decrease of 0.1 percent from the pay increases that were given in 2025. The median for 2026 is 3.5 percent for the United States, which is no change for the U.S.”
- **ADP Research Institute:** “The mission of the ADP Research Institute is to generate data-driven discoveries about the world of work and derive reliable economic indicators from these insights.” The most recent ADP Pay Insights report, from August 2025, states the following: ⁸
 - Median year-over-year change in pay for job-stayers dropped to 4.4% in August, down from 4.6% in March 2025. Pay gains for job-stayers have slowed every month since September 2022.
 - Median year-over-year change in pay for job-switchers increased to 7.1% in August.
 - Median year-over-year change in pay for states included:
 - Wisconsin 4.2%
 - Minnesota 4.4%
 - Iowa 4.2%
 - Illinois 4.7%
 - All industries are reporting a median year-over-year change in pay for job-stayers between 4.1% and 5.1%.
 - Private employers added 54,000 jobs in August 2025.
- **Federal Reserve Bank of Atlanta Wage Growth Tracker:** “The Atlanta Fed’s Wage Growth Tracker is a measure of the nominal wage growth of individuals. It is constructed using microdata from the Current Population Survey (CPS), and is the median percent change in the hourly wage of individuals observed 12 months apart.” The most recent report from July 2025 finds the following: ⁹
 - Median year-over-year change in pay for job-stayers dipped slightly at 4.3% in July.
 - Median year-over-year change in pay for job-switchers also dipped to 4.3% in July.
 - Overall median year-over-year change in pay was 4.3% in July, and it was highest among Construction and Mining at 5.0%, and Public Administration at 5.8%; it was lowest among Manufacturing at 4.0%, and Trade and Transportation at 3.6%.
 - For July, the lowest-paid quartile of earners’ median year-over-year increase in pay was 3.7%, compared to 4.7% for the highest-paid quartile of earners.

⁸ <https://workforcereport.adp.com/>; <https://adpemploymentreport.com>

⁹ <https://www.atlantafed.org/chcs/wage-growth-tracker?panel=1>

The charts on the following two pages are meant to illustrate some of the key indicators employers and economists use to track wage and price growth:

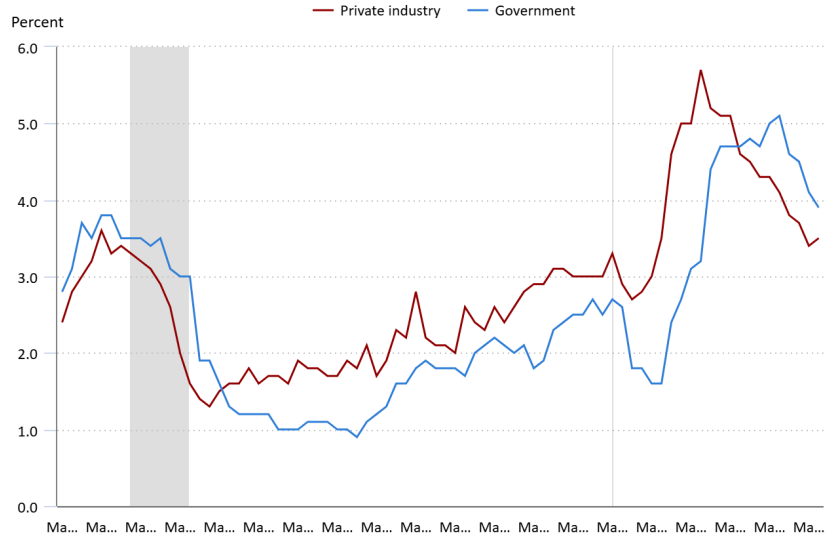
- Employment Cost Index
- Consumer Price Index
- Atlanta Fed's Wage Growth Tracker
- Real Earnings Summary

These data help us understand what has occurred, which is important to know if there is need to increase pay before falling behind the market.

While there is not a single magical number for employers to use with complete confidence to plan their salary expenditures, the data contained herein should serve as a useful guide for organizations to use—and reflect upon—in their planning for 2026 salary increases.

The **Employment Cost Index** is a BLS survey of employer payrolls conducted that measures the change in total employee compensation each quarter. It is used by a wide variety of stakeholders—economists, investors, employers—to track the state of the economy or set paycales for their employees. [Investopedia.com]

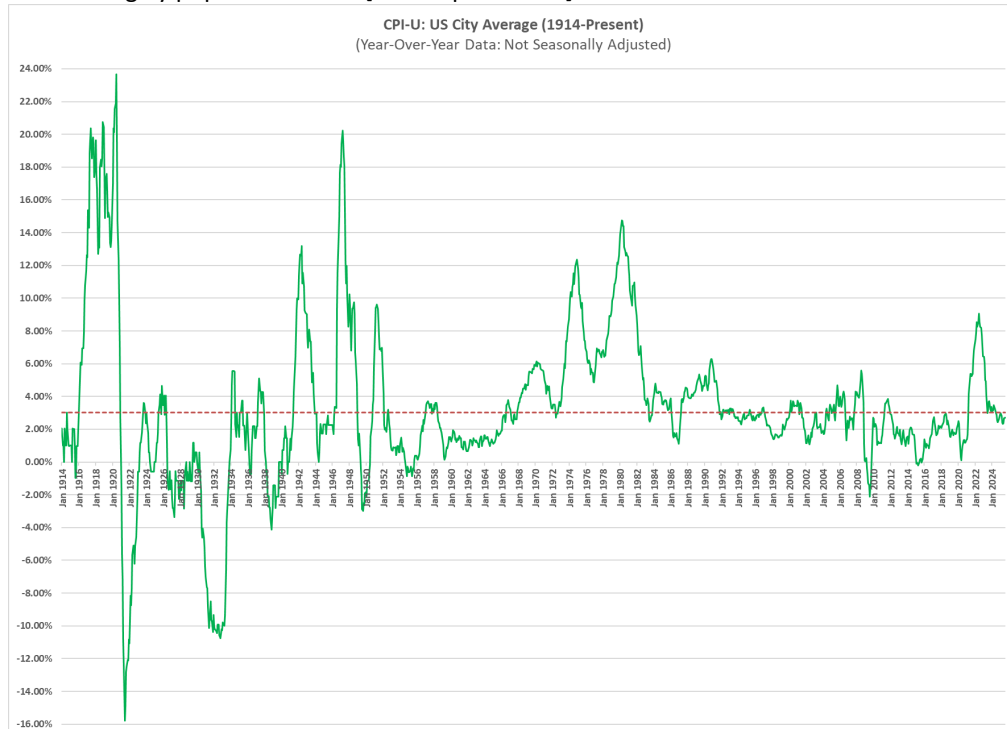
Wages and salaries in private industry and state and local government, 12-month percent change, not seasonally adjusted



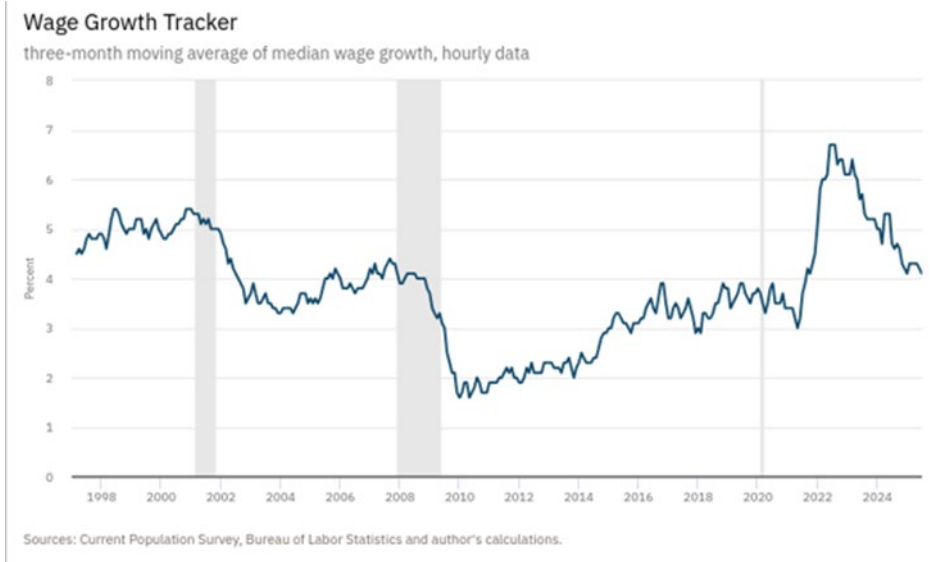
Source: U.S. Bureau of Labor Statistics.



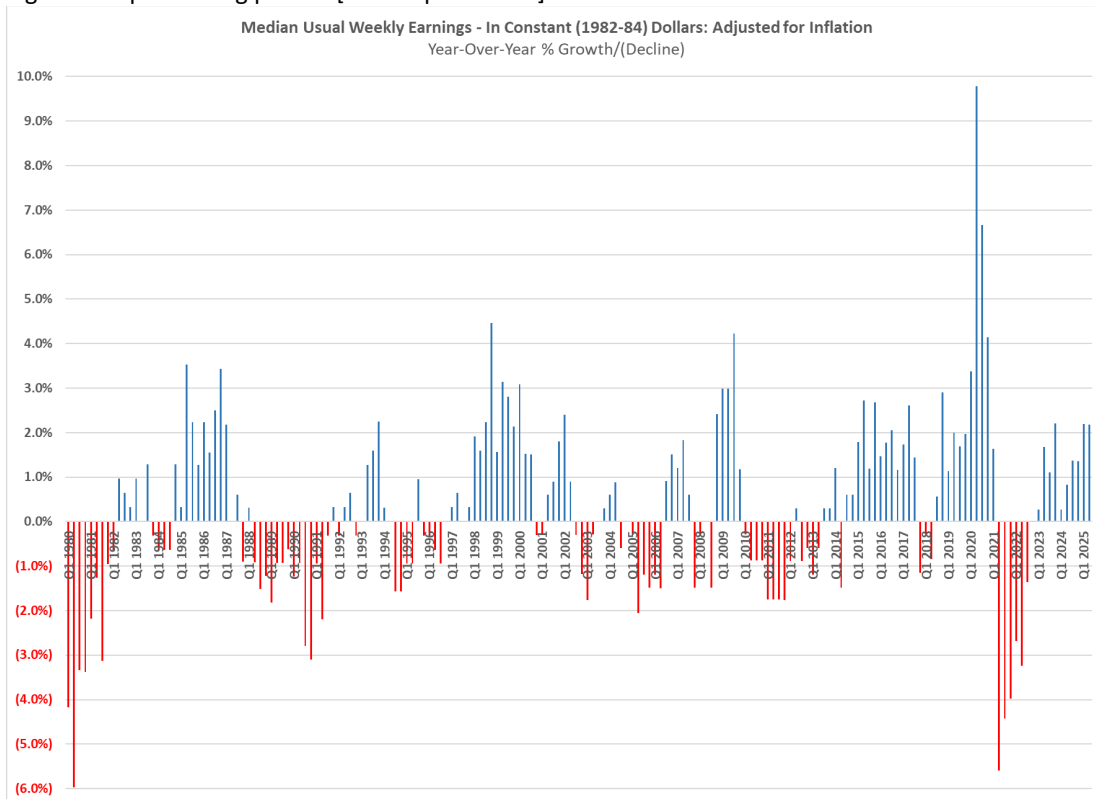
The **Consumer Price Index For All Urban Consumers (CPI-U)** measures the changes in the price of a basket of goods and services purchased by urban consumers. The urban consumer population is deemed by many as a better representative measure of the general public because most of the U.S. population—approximately 93% according to the U.S. Bureau of Labor Statistics—lives in highly populated areas. [Investopedia.com]



The **Atlanta Fed's Wage Growth Tracker** is a measure of the nominal wage growth of individuals. It is constructed using microdata from the Current Population Survey (CPS), and is the median percent change in the hourly wage of individuals observed 12 months apart. [Atlanta Fed]



Real income is how much money an individual or entity makes after accounting for inflation and is sometimes called real wage when referring to an individual's income. Individuals often closely track their nominal vs. real income to have the best understanding of their purchasing power. [Investopedia.com]



Memorandum

TO: Commission
 Nathan Qualls

FROM: Emily Tietyen

DATE: September 24, 2025

SUBJECT: Commission Approval of the 2026 Health Insurance Plan

Medical Plan Review

NEW Water is proud to support the health and well-being of our employees by providing access to quality, affordable healthcare. We currently have 82 employees enrolled in our health insurance, and 29 employees receive either a full or partial opt-out incentive. A display of the plan participation breakdown is shown in Figure 1.

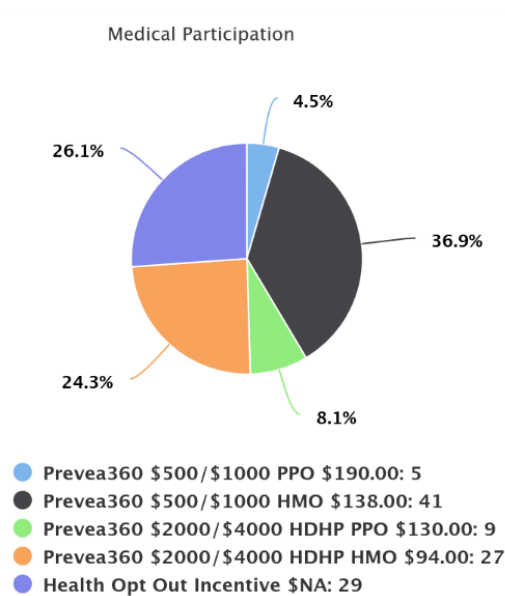


Figure 1: Distribution of plan participation

It's widely recognized that employees prefer flexibility and choice in their benefits, as it empowers them to select options best suited to their individual needs and circumstances. NEW Water's decision in 2025 to exit the Wisconsin Public Employer (WPE) program and partner directly with Prevea360 has been largely positive. This move has allowed us to offer flexibility in plan choice through narrow network HMO plans and broader network coverage through the POS/PPO options. We also introduced a new High-Deductible Health Plan (HDHP) that has seen remarkable employee adoption. Through the implementation of these plan changes, NEW Water reduced budgeted costs by \$60,000 for 2025.

2025 Plan Performance & Employee Engagement

NEW Water's decision to partner with Prevea360 in 2025 allowed us to introduce four plan design options, including a High-Deductible Health Plan. This new offer has been exceptionally well received, with a 44% employee enrollment rate, significantly exceeding our initial 10% projection. This strong uptake demonstrates a clear and positive shift in how our enrolled employees are engaging with their healthcare benefits. Furthermore, employees on HDHP plans are actively contributing to their Health Savings Accounts (HSAs), with projected total employee contributions exceeding \$70,000 for 2025, complementing NEW Water's annual employer contributions of \$1,000 for single plans and \$2,000 for family plans.

While the transition away from the WPE Program has been positive overall, we acknowledge some challenges, including a Prevea360 system update that caused temporary issues with claims processing and the need for more extensive employee education on navigating in-network versus out-of-network benefits for the PPO/POS plan.

To support employees' understanding of our health insurance program NEW Water, in partnership with our broker, will host a variety of educational opportunities in the coming months. These will include informational sessions to clarify in-network versus out-of-network benefits, particularly for the PPO/POS plan, and provide guidance on navigating the Prevea360 system. In addition, we will also host specific sessions on Health Savings Accounts, detailing opportunities to maximize savings through these accounts. We will also develop clear, concise communication materials and FAQs to ensure all employees can confidently utilize their healthcare benefits.

Market Trends & Competitive Landscape

The employer-sponsored health insurance market is characterized by significant cost pressures, with similarly sized employers experiencing average year-over-year increases of 9.52%. These increases are driven by healthcare inflation, an aging population, rising chronic conditions and behavioral health claims, as well as the high cost of specialty drugs. In response, innovative employers are actively engaging their teams in educational opportunities to influence positive healthcare behaviors. More details on marketplace trends are shared in the report M3 Momentum 2025, available as Attachment 1.

As mentioned in the M3 Momentum Report, no industry or sector is immune to rising health care costs. For comparison, Local Employer participants of the WPE program are projected to see an average increase of 11.5% for 2026, which includes rate changes for health, pharmacy, and dental plans, plus a Premium Stabilization Charge. Additionally, the WPE administrative fee will increase by 3% due to personnel costs related to the implementation of their new system. We will continue to monitor the strategy and expenses of the WPE program in the coming years as we evaluate the best health care programs for our staff in the future.

Budget Impact for 2026

Our direct partnership with Prevea360 provided a 3-year "not to exceed" renewal structure, offering valuable budget predictability as we exited the WPE for a minimum of 3 years. For 2026, Prevea360 guaranteed a renewal rate not to exceed 10.9%. The actual presented renewal was 6.9%. This increase over all our plan options results in an additional \$49,898 over the 2025 Budget. Figure 2 below visualizes NEW Water's Health Insurance Budget over the last 5 years. This figure also indicates the estimated costs of the WPE program for 2026.

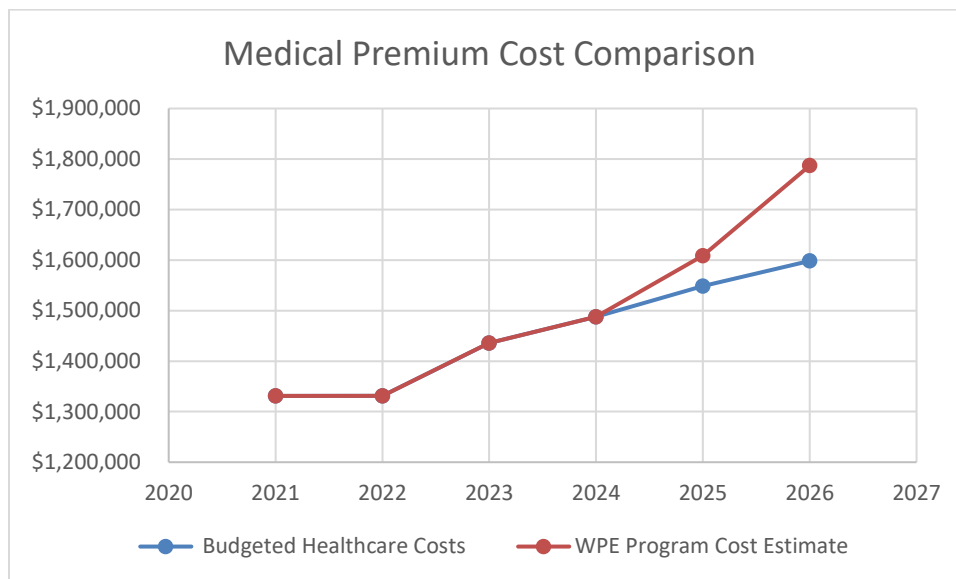


Figure 2: Medical Premium Cost Comparison

Our recommended budget for 2026 also maintains NEW Water's contributions to Health Savings Accounts, with \$1,000 for single plans and \$2,000 for family plans. These contributions are crucial for empowering employees to proactively manage their healthcare expenditures and achieve broader financial well-being. By continuing to support employee HSAs, NEW Water provides a valuable tool for employees to build personal healthcare savings, offering flexibility and control over their medical costs. With the high adoption of the HDHP, and notable employee HSA savings, we believe this investment underscores our commitment to fostering employee financial literacy and health management, aligning with our goal of supporting a comprehensive approach to employee benefits while managing costs for the organization.

Recommendation

Staff is requesting Commission approval of the following recommendations for 2026: to renew the existing Prevea360 plan design, which includes the \$500/\$1,000 and \$2,000/\$4,000 plan options; to maintain the current cost-sharing percentages of 85%/15% for the lowest-cost HMO plans and 83.5%/16.5% for PPO/POS plans; and to continue the employer HSA contribution of \$1,000 for single plans and \$2,000 for family plans for those who choose the high-deductible option.

Commission Action

Request Commission approval to renew to renew the existing Prevea360 plan design, which includes the \$500/\$1,000 and \$2,000/\$4,000 plan options; to maintain the current cost-sharing percentages of 85%/15% for the lowest-cost HMO plans and 83.5%/16.5% for PPO/POS plans; and to continue the employer HSA contribution of \$1,000 for single plans and \$2,000 for family plans for those who choose the high-deductible option.

Attachments
M3 Momentum 2025



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800.272.2443

MOMENTUM



An M3 Employee Benefits **Trend Report**





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INTRODUCTION.

M3 has produced an annual employee benefits trend report for over 20 years — **this year's Trend Report is different.** In the past, our report has focused on plan design, highlighting premium changes and how high-deductible plan adoption has differed among employers of varying sizes, within the public and private sector, and geographically throughout Wisconsin.

Employee benefits have changed and so has M3's Trend Report. Today, as an employer, you're inundated with not only plan design choices, but innovative point solutions that promise immediate savings and a better employee experience. At the same time, you're grasping for control of your health care costs in an environment where premiums continue to increase year-over-year (more on that later).



In a market like this, every solution can seem like a good solution. **M3's employee benefits team helps our clients think differently. We see the bigger picture, identifying and vetting new opportunities for our clients to make sense of the madness and create customized strategies that fit their unique employee populations, business goals, and talent attraction and retention efforts.**

Our aim with this year's Trend Report? To give you a sense of that M3 experience. In this report, we will help you understand today's health care landscape and untangle the factors at play in rising costs, while sharing what we're seeing innovative employers do to prepare for the years ahead.



Looking for more data on plan design or want to know how your benefits stack up against your peers?
Reach out to your M3 client executive to request your custom benchmarking report.

THE STATE OF EMPLOYER HEALTH CARE SPEND.

Health care costs continue to rise year over year, creating growing pressure for employers and their workforce. While the drivers of this trend are complex, the financial impact is clear.



When looking at healthcare costs based on employer size, increases were largely similar, with one outlier — **employers with 100-249 employees received a 9.52% increase** on average compared to the other categories:

- 0-99 employees: **8.42%**
- 100-249 employees: **9.52%**
- 250-499 employees: **8.36%**
- 500+ employees: **8.91%**

In response, many employers are seeking ways to play a more active role in shaping their health care strategies. Rather than passively absorbing cost increases, these organizations are exploring new options to manage spend, support employee well-being, and gain greater visibility into what drives their claims experience.

For those looking to take a more proactive approach, a growing number of tools and models are available, from alternative funding arrangements and direct primary care relationships to

advanced analytics, pharmacy optimization, and value-based care arrangements. In the pages ahead, we'll explore how innovative employers are adopting these and other emerging strategies to better control costs, improve employee well-being, and gain deeper visibility into the factors driving their claims experience. Understanding these evolving approaches will be essential as organizations prepare for the challenges and opportunities that lie ahead in 2026 and beyond.

UNDERSTANDING TODAY'S COST PRESSURES.

Employers are preparing for continued cost acceleration in 2026 and beyond. But what's driving these increases?

Key cost drivers include:

- **Healthcare inflation**, which is outpacing general inflation trends
- An **aging population** with growing care needs
- A **rise in chronic conditions** and **behavioral health claims**
- **Specialty** and **brand name drugs** driving pharmacy spend — particularly categories like GLP-1s

The downstream effects of these pressures show up in the data:

- **Chronic condition claims** (such as diabetes, hypertension, and coronary artery disease) are becoming more frequent and expensive
- **Cancer treatment costs** continue to climb due to new therapies and earlier detection
- **Musculoskeletal surgeries**, especially orthopedic procedures, are a growing cost category
- **Behavioral health utilization** remains elevated, with increased access demands and associated claims spending



HOW EMPLOYERS ARE RESPONDING IN 2025 AND PREPARING FOR 2026.

Rather than waiting for cost pressure to ease, employers are actively reevaluating their benefits strategies, testing new models, fine-tuning existing ones, and stepping away from approaches that no longer deliver value. While no one strategy fits all, several emerging trends are gaining **momentum**, some approaches are holding steady, and others are declining in relevance. The following pages outline what we’re seeing in the marketplace — and where it’s heading.



MOMENTUM WATCH: Trends to Track

	Direct Contracting Models
	High Performance Networks
	Variable Copay Plans
	Data-Driven Point Solutions
	Pharmacy Optimization
	Advanced Care Navigation & Advocacy
	Social Determinants of Health Strategies
	Onsite & Nearsite Clinics
	Funding Arrangements
	“Check the Box” Wellness Programs
	Standalone High-Deductible Health Plans
	Base Package Telehealth

= Gaining Steam

= Holding Steady

= Fading Out

WHERE TO START: A Framework for Prioritizing Benefits Strategies

Not every trend will be the right fit for your organization — and that's the point. The most effective benefits strategies are those aligned with your population, goals, and risk tolerance. As you evaluate the options in this report, consider how these factors might **shape your next move:**



Group Size & Structure

What to ask yourself: Do I have the scale or concentration to support certain models (e.g., onsite care, direct contracts)?



Claims Volatility

What to ask yourself: Are high-cost claims or chronic conditions driving our spend? Or, is trend more consistent and manageable?



Administrative Capacity

What to ask yourself: Do I have internal bandwidth or vendor support to implement and monitor new programs effectively?



Workforce Demographics

What to ask yourself: What do my employees value most: access, affordability, virtual care, cultural alignment?



Innovative Appetite

What to ask yourself: Are we ready to test new models, or is leadership looking for proven, lower-risk solutions?



Data Maturity

What to ask yourself: Am I using data to inform decisions, and do I have visibility into what's driving costs today?



GAINING STEAM

Direct Contracting Models

Employers are beginning to move beyond traditional fee-for-service structures in pursuit of solutions that better align payment with outcomes.

One model seeing increased adoption is **Direct Primary Care (DPC)**. This model offers a flat, per-member-per-month payment directly to providers, which can improve access, continuity, and affordability of care. Employers are drawn to its simplicity and focus on primary care engagement.

High-Performance Networks

To address cost and quality variation, some employers are implementing **narrow** or **tiered networks**.

- **Narrow networks** limit provider choice to high-value options
- **Tiered networks** steer members toward preferred providers using financial incentives

When paired with effective communication and employee engagement, these networks may promote better consumer choices and reduce unnecessary spending.

Variable Copay Plans

These benefit designs are structured to **remove deductibles and coinsurance**, replacing them with fixed copays that vary by provider or facility.

By rewarding employees who choose high-quality, lower-cost care, variable copay plans:

- Improve transparency around out-of-pocket costs
- Promote affordability for routine and high-value services
- Align financial incentives with better health outcomes

Point Solutions Informed by Data

Point solutions are everywhere, but only some are actually solving the problems that matter. The most successful implementations are grounded in **employer-specific data** and paired with ongoing measurement to ensure ROI.

In 2025, popular point solutions are focused on:

- **Digital musculoskeletal care**
- **Cancer and complex condition management**
- **Mental health support**
- **Diabetes and GLP-1 oversight**

With the right analytic tools, employers can pinpoint gaps and align investments accordingly.

SPECIAL FEATURE: Pharmacy Optimization



Pharmacy trend continues to be one of the fastest-growing components of health plan spend, and it's expected to remain a significant pressure point heading into 2026. In response, employers are seeking greater visibility, control, and clinical integrity in their pharmacy programs.

KEY AREAS OF FOCUS INCLUDE:

1 **Plan oversight and audits** to validate pricing, discounts, and rebate performance

2 **PBM transparency** through better contract terms and clearer revenue arrangements

3 **Clinical formulary management** to ensure the right drugs are covered at the right cost

4 **Specialty drug oversight** that expands access beyond PBM-preferred channels when clinically appropriate

590 DIFFERENT DRUGS

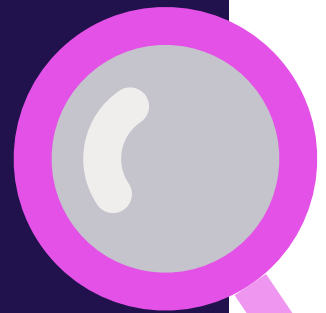
witnessed price hikes in January of 2025

25% OF ADULTS

taking prescription drugs report difficulty affording their medications

\$84K = AVERAGE

annual cost of a Specialty medication



Ethica Pharmacy Advisors is an M3 Connect Company — a separate, yet connected company delivering distinctive solutions that complement and enhance M3's offerings.

For more information on Ethica Pharmacy Advisors, visit ethicapharmacyadvisors.com.

SPECIAL FEATURE: Pharmacy Optimization



Looking ahead to 2026, employers are also preparing for a new wave of pharmacy cost drivers:

- **GLP-1 medications (e.g., Ozempic®, Wegovy®)** continue to gain popularity for both diabetes and weight-loss indications, contributing to rising branded drug spend and raising questions about long-term coverage strategy.

**5% OF DRUG
SPEND BUDGETS**

are expected for GLP-1 class coverage or approximately \$14.50 PM

- **Gene therapies** are entering the market with curative potential for rare conditions, but their multimillion-dollar price tags demand careful financial modeling, stop-loss evaluation, and risk-sharing considerations.

\$4.3M DOLLARS

for Lenmeldy, the most expensive gene therapy on the market today

- **Biosimilars** are emerging as a cost-saving alternative to high-cost biologics, but successful adoption hinges on education, formulary alignment, and provider engagement and network access.

\$181B DOLLARS

projected to be saved through 2027 from the use of Biosimilars

To stay ahead of these shifts, employers are increasingly partnering with independent pharmacy advisors who can benchmark spend, monitor emerging therapies, and offer guidance rooted in clinical and financial data. These strategies help ensure pharmacy programs remain both sustainable and responsive to employee health needs.

Advanced Care Navigation & Advocacy

As benefits ecosystems become more complex, employers are turning to advocacy and navigation solutions to guide employees through care decisions, claims issues, and provider selection.

These tools help employees:

- Find high-value providers
- Manage chronic or complex conditions
- Understand benefits and costs in real time

When paired with strong communication and clinical integration, care navigation can improve the member experience while reducing unnecessary spend.



Social Determinants of Health (SDOH) Strategy

Employers are increasingly acknowledging that factors outside the traditional health plan, such as transportation, housing, food access, and language barriers, can significantly influence employee health outcomes and healthcare costs.

While still an emerging area, some employers are beginning to incorporate SDOH considerations into their benefits strategy through:

- Transportation support for medical appointments
- Culturally competent and bilingual care access
- Community-based partnerships or wraparound services
- Data integration to identify and address population-specific gaps

These efforts are early-stage for many organizations, but they reflect a broader shift toward addressing whole-person health and reducing barriers that impact both engagement and outcomes.



SPECIAL FEATURE:

Not All Captives Are Created Equal

In a market defined by rising health care costs and persistent workforce challenges, many employers are looking to health captives as a potential competitive edge. But here's the truth: not every captive is built the same — and not every model will work for every business.

Joining a health captive can be a smart move. It can offer greater control, more stability, and opportunities for long-term savings. But success depends on fit and on asking the right questions upfront.

That's where M3's approach stands apart. We help employers evaluate their captive options, or the one they're already in, by digging into structure, philosophy, governance, and performance.

Ultimately, it comes down to this: Are you experiencing what you bought into?

At M3, we believe health captives should deliver on their promise — and that starts with full transparency and strategic alignment. If you're not asking these questions, it might be time to start.

Are You in the Right Captive?

If you're considering a health captive, or are already in one, there are key questions your broker should be helping you answer:



Performance & Value

- What have your renewals looked like, and how are they determined?
- Have you received timely and transparent reporting?
- Are you getting the distributions you expected? How are they calculated?
- Are you rewarded for strong performance, and how is that tracked?



Transparency & Governance

- How are decisions made, and who's making them?
- Do you know how you're performing relative to your peers?
- Do you have meaningful input, or more ownership, compared to your previous model?



Structure & Accountability

- How is your captive manager compensated?
- What happens if your broker relationship changes?
- Are you required to use certain programs, and are there penalties if you don't?



HOLDING STEADY

Alternative Funding Arrangements

As cost and complexity rise, more employers are reconsidering how they pay for health care.

Interest is growing in models like:

- **Level-funded plans**
- **Captive arrangements**
- **Traditional self-funding**

Each offers different degrees of risk, flexibility, and data access. For employers equipped to manage the tradeoffs, alternative funding can open doors to customized plan design, targeted vendor partnerships, and better control over long-term trends.

Onsite & Nearsite Clinics

Interest in onsite and nearsite care models remains steady, especially in industries with concentrated employee populations or limited provider access.

These clinics can deliver:

- Lower-cost, employer-controlled primary care
- Integrated wellness and preventive services
- Improved engagement for chronic condition support

However, adoption has leveled off for some employers due to startup costs and challenges in driving sustained utilization.



FADING OUT

“Check the Box” Wellness Programs

Programs built around step challenges, wellness portals, or health risk assessments continue to have a place in many organizations, particularly as entry points into broader wellness strategies. However, these

tools alone are no longer seen as innovative or leading-edge, especially when they lack clinical integration or measurable outcomes tied to individual progress.

Today, more employers are expanding their approach to focus on building a culture of health and supporting healthcare consumerism — emphasizing preventive care like age-appropriate screenings and primary care utilization. While ROI is difficult to quantify for general wellness efforts, value on investment (VOI) remains strong when programs are aligned with workforce needs, foster sustained engagement, and contribute to long-term risk mitigation. For chronic condition management programs, measurable ROI becomes more achievable through targeted, data-driven interventions.

HDHPs as the Only Plan Option

While high-deductible health plans (HDHPs) remain a popular component of many benefit strategies, fewer employers are offering them as a standalone option.

Rising out-of-pocket costs have prompted renewed focus on affordability, leading to increased interest in **copay-based, variable copay, or value-based designs** that offer better upfront cost transparency and improved employee experience.

One-Size-Fits-All Telehealth

Basic, stand-alone telehealth platforms that offer episodic, generalist care are seeing reduced employer investment. Instead, employers are prioritizing virtual care models that are **integrated, condition-specific, or tied to navigation and primary care**. The shift reflects growing expectations that virtual care should drive long-term value, not just convenience.

SNAPSHOT:

Population Health & Condition Management Scorecard

From step challenges to sustained outcomes M3's population health & condition management scorecard captures how population health strategies are becoming more focused and impactful.

Wellbeing Program Offering

42.11% 42.11% of organizations offer a wellbeing program (20% with a vendor, 22.11% self-administered)

Program Duration

2-5 YEARS Most programs (49.12%) have been in place for 2-5 years

11+ YEARS 23.68% have had programs for 11+ years

Campaign/Challenge Frequency

43.34% Quarterly campaigns/challenges are most common (43.34% of respondents report using this cadence)

Program Primary Goals

54.39% Top goals include **improving employee health** (54.39%), building a culture of wellbeing (51.75%), and **reducing healthcare costs** (48.25%).

54.39% of respondents selected "All of the above," indicating **comprehensive goals**.

Company Policies and Programs:

- **Financial programs** (92.83%), **alcohol and drug-free worksite** (71.68%), and **flexible dress code** (66.31%) are the most common
- **On-site workout facilities** (29.39%) and **subsidization for healthy foods** (1.79%) are less common

Targeted Lifestyle Programs:

- **Physical activity** (63.30%), **mental health** (63.30%), and **financial wellbeing** (55.05%) are the most offered programs
- **Family planning** (1.83%) and **family caregiving** (2.75%) are the least offered

Incentivized Activities:

Preventive visits with primary care physicians (51.33%), **activity completion** (50.44%), and **biometric screenings** (42.48%) are most incentivized



Turn insight into action.

Reach out to your M3 team to view the full scorecard and translate this data into a strategy tailored to your population, goals, and risk profile.

FINAL THOUGHT: IS YOUR BROKER KEEPING PACE?

Rising health care costs aren't a new story — but the strategies employers are using to manage them are evolving rapidly. The path forward doesn't lie in doing more of the same. It lies in understanding the market's direction, knowing what levers are available, and having the right partners at the table to help you make informed, strategic choices.

As you evaluate your benefits strategy for 2026 and beyond, ask yourself:

- Is my broker bringing forward-looking, data-backed insight? Are they not just reacting to trends, but anticipating them?
- Are they introducing me to a full spectrum of strategies, including those I may not be ready for today but need to understand for tomorrow?
- Do I have the visibility, tools, and guidance I need to make confident, future-oriented decisions for my workforce and business?

These aren't just questions for this year's renewal — they're the foundation of a benefits strategy built to adapt, compete, and thrive in a changing world.

At M3, these are the questions we ask ourselves every day — and the standard we hold ourselves to in service of our clients. We believe staying ahead starts with seeing the full picture and making it actionable. **Because in a market that won't stand still, neither should your strategy.** These questions aren't just relevant for this year's renewal cycle — they're central to whether your benefits program is positioned to adapt, compete, and thrive in a shifting healthcare landscape.



Memorandum

TO: Commission
Nathan Qualls

FROM: Emily Tietyen

DATE: September 24, 2025

SUBJECT: Commission Approval of the 2026 Dental Insurance Plans

Background

NEW Water has offered a group dental insurance benefit to employees for several years. Currently, employees have a dual option program with Humana and CarePlus Dental Plans, Inc. By offering a dual choice, employees are afforded the flexibility to select the plan that best suits their family's needs. Based on current enrollments, 75% of employees are budgeted to be enrolled in Humana, with the remaining employees enrolled with CarePlus. Benefits coverage remains unchanged in 2026 for both plans.

Budget Impact

NEW Water has been under a guaranteed rate lock with Humana since 2024. This rate lock is set to renew for plan year 2027.

For 2026, CarePlus has offered NEW Water a 2-year rate lock with a 0% increase to current plan rates. The table below displays budgeted NEW Water Dental costs over the last three years. In 2024, we realized significant cost savings with the transition from Lincoln Financial to Humana. Savings over the last 2 years reflect an increase in budgeted single plans and a decrease in budgeted family plans.

Budget Year	Amount Budgeted	% Budget Increase (Decrease) From Prior Year
2024	\$66,733	(18.47%)
2025	\$64,509	(3.33%)
2026	\$62,792	(2.66%)

Recommendation

Staff recommends renewing a two-year agreement with CarePlus Dental Plans, Inc at a 0% increase, to continue offering dual-choice dental coverage through Humana and CarePlus and maintaining an 80/20 premium cost share for dental coverage.

Commission Action

Request Commission to renew a two-year agreement with CarePlus Dental Plans, Inc. at a 0% increase, to continue offering dual-choice dental coverage through Humana and CarePlus and maintaining an 80/20 premium cost share for dental coverage.



Memorandum

TO: Commission
Nathan Qualls

FROM: Courtney Mueller

DATE: September 8, 2025

SUBJECT: Abatement of Taxation Levy for 2026

Background

Under Wisconsin State Statutes (WSS) Chapter 67 Municipal Borrowing and Municipal Bonds Section §67.11, municipalities that issue debt obligations must establish and maintain a debt service fund for payment of debt obligations:

§67.11 Debt service fund. (1) Each municipality that issues municipal obligations under this chapter...shall establish and maintain a debt service fund in accordance with generally accepted accounting principles.

Additionally, WSS Chapter 200 Metropolitan Sewerage Districts Subchapter I §200.13(2),(5) permits Sewerage Districts to levy a tax upon property for its performance of duties:

§200.13(2) Tax Levy. The commission may levy an ad valorem tax upon the taxable property in the district as equalized by the department of revenue for state purposes for the purpose of carrying out and performing duties under this subchapter...

§200.13(5) Borrowing; Tax Collection. After the issue of any municipal obligation...the commission shall, on or before October 1 in each year, certify in writing to the clerks of the several cities, villages or towns having territory in the district, the total amount of the tax to be raised by each such municipality...

In WSS 67.05(10) and 67.12(12)(ee), Metropolitan Sewerage Districts are permitted to abate the above-stated taxation by having sufficient funds available in their designated debt service fund to pay debt obligations for the following year.

NEW Water has the authority to finance its capital projects through the use of an ad valorem tax, user fee, sale of revenue, or general obligation bonds. Although NEW Water retains the authority to levy taxes to support operations, no such levy has been in place since 1977.



NEW Water will have sufficient funds on hand to support all debt service requirements for 2026 as of October 1, 2025, from rate collection, offsets, and transfers. Please reference the attached reporting and information on:

1. Debt service requirements needed by NEW Water through the calendar year of 2026.
2. Schedule of funds available by reserves.

The funds available in NEW Water Debt Service reserves are \$24,645,095; of this balance \$20,947,184 is reserved for 2026 debt obligations, and \$1,904,490 is reserved for the November 2025 debt service interest payment (total requirement \$22,851,673). The balance remaining for prior Georgia Pacific (GP) offset \$1,173,892 is also held in the debt reserves (total reserve balance: requirement plus GP \$24,525,566).

Recommendation

Staff recommends abating the tax levy for the cities, villages, and towns having territory in NEW Water for 2026.

Commission Action

Request Commission approval to abate the tax levy for 2026.

Reporting and Information

Debt Service Requirement for 2026 and Funds Available Statement.

**NEW Water
GREEN BAY METROPOLITAN SEWERAGE DISTRICT
FUNDS REQUIRED AS OF OCTOBER 1, 2025
FOR DEBT SERVICE TAX ABATEMENT**

Description	Type (1) Reference#	Nov/Dec 2025 Debt Service Requirements		May 2026 Debt Service Requirements		Nov/Dec 2026 Debt Service Requirements		Total Debt Service Requirements	
		Interceptors	Treatment Facilities	Interceptors	Treatment Facilities	Interceptors	Treatment Facilities	Interceptors	Treatment Facilities
General Obligation Bond - Generator Project	TF 4198-24		11,754		198,466		9,513		219,732
General Obligation Bond - RAS/WAS Improvement	TF 4198-25		25,445		644,596		17,186		687,228
General Obligation Bond - Phase Two Interceptor Rehabilitation	IC 4198-29	12,201		206,027		9,875		228,104	
General Obligation Bond - Upgrade Lab HVAC System	TF 4198-32		17,283		191,095		15,002		223,379
General Obligation Bond - Combined Treatment Facilities Projects	TF 4198-35		16,477		287,527		12,533		316,537
General Obligation Bond - Consolidation/Conveyance Project	TF 4198-37		48,281		842,503		36,725		927,509
General Obligation Bond - R2E2 Solids Management Contract 33	TF 4198-44		102,972		887,114		92,680		1,082,767
General Obligation Bond - Rehabilitation of NE & SE Interceptors in De Pere	IC 4198-45	15,642		172,950		13,577		202,169	
General Obligation Bond - Disinfection System Upgrades De Pere	TF 4198-48		25,605		247,925		22,687		296,216
General Obligation Bond - Disinfection System Upgrades Green Bay	TF 4198-52		11,474		102,441		10,439		124,354
General Obligation Bond - Primary Substation & Emergency Generator	TF 4198-53		92,767		763,362		86,866		942,995
General Obligation Bond - Tertiary Filter Replacement	TF 4198-63		64,085		379,029		266,242		709,356
General Obligation Bond - R2E2 Solids Management - Contract 34	TF 4198-99		790,634		7,777,990		718,629		9,287,253
Promissory Note - De Pere - Dated 12/28/2007	IC Dec-07	160,485		-		160,485		320,970	
General Obligation Bond - Solids Management Design R2E2	TF May-20		234,952		484,952		232,452		952,356
General Obligation Bond - September 2008- Reissued 03-18	IC Mar-18	40,525		745,525		29,950		816,000	
East River Lift Station - Redundancy & Rehabilitation	IC New Loan	-		-		293,525		293,525	
East Bayshore Lift Stations - Rehabilitation	IC New Loan	-		-		188,600		188,600	
General Obligation Bond - DPF Metro Pumping & Headworks PH1	TF 4198-73		12,941		-		-		12,941
General Obligation Bond - DPF Metro Pumping & Headworks PH2	TF 4198-98		-		-		565,083		565,083
General Obligation Bond - Thickening Improvements	TF 4198-61		29,477		182,650		182,650		394,777
General Obligation Bond - GBF Metro Pumping & Headworks	TF New Loan						218,750		218,750
General Obligation Bond - North Plant Clarifiers Rehabilitation	TF 4198-57		191,490		569,400		569,399		1,330,289
General Obligation Bond - ERI Interceptor Rehabilitation	IC 4198-77	-		-		752,450		752,450	
General Obligation Bond - FRC & ERF Interceptor Rehabilitation	IC New Loan	-		1,702,682		-		1,702,682	
West Fox River Interceptor Relay and Rehabilitation	IC New Loan					55,650		55,650	
		\$ 228,853	\$ 1,675,636	\$ 2,827,185	\$ 13,559,050	\$ 1,504,113	\$ 3,056,836	\$ 4,560,151	\$ 18,291,523
								<u>22,851,673</u>	
		Nov/Dec 2025	\$ 1,904,490	May 2026	\$ 16,386,235	Nov/Dec 2026	\$ 4,560,949		
		2025 Requirements \$ 1,904,490		2026 Requirements \$ 20,947,184					
				Total Requirements		\$ 22,851,673			

Note:
(1) The Classification of Interceptors and Planned Treatment Facilities are per Tax Basis.
- From information on Debt Schedule as of 08/31/2025

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
FOR DEBT SERVICE TAX ABATEMENT
EST FUNDS AVAILABLE October 1, 2025**

GENERAL	\$22,665,161
DEBT SERVICE RESERVES	24,645,095
EQUIPMENT REPLACEMENT FUND RESERVES	6,304,359
PLANT REPLACEMENT FUND RESERVES	38,224,276
INTERCEPTOR COST RECOVERY RESERVES	21,467,570
	<u>\$113,306,462</u>

District Requirements:	
General Obligation Bonds - Interceptors	4,560,151
General Obligation Bond - Treatment facilities (89.83%)	16,431,275
Total District	<u>20,991,425</u>

Procter & Gamble Requirements:	
Treatment Facilities & Air Emissions (5.74%)	1,049,933
	<u>1,049,933</u>

Green Bay Packaging Requirments:	
Treatment Facilities & Air Emissions (4.43%)	810,314
	<u>810,314</u>

Total Requirements for Tax Abatement	\$ 22,851,673
Balance of Debt Offset (prior Georgia Pacific Obligation)	\$1,173,892
Minimum Balance per Debt Reserve Policy	500,000
Total Balance requirement in Debt Service Reserves	\$ 24,525,566

Memorandum

TO: Commission
Nathan Qualls

FROM: Courtney Mueller

DATE: September 16, 2025

SUBJECT: Clean Water Fund Loan 4198-77 East River Interceptor Renewal Project

Background

On February 26, 2025, the Commission approved a request to award a construction contract to Michels Trenchless, Inc. for the East River Interceptor Renewal Project. Project funding was anticipated through a Clean Water Fund Loan.

The Clean Water Fund Loan application was submitted for the rehabilitation of the East River Interceptor (ERI), which is in need of repair due to the deterioration of the concrete pipe and manholes. The project includes the installation of cured-in-place pipe in the interceptor and rehabilitation of the existing manholes with fiberglass-reinforced polyester (FRP) inserts. The project also includes proper abandonment of the portion of the ERI that was decommissioned in the 1970s.

This project is scheduled for Substantial Completion on September 12, 2026.

Recommendation

Staff is requesting Commission approval of the General Obligation Note to start the process of closing the Clean Water Fund Program loan for the East River Interceptor Renewal Project in the amount of \$13,520,378. This note will be issued at the subsidized interest rate of 2.475% within the 20-year limitations. Upon approval, the State of Wisconsin has scheduled the note closing for October 8, 2025.

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

Commission Action

Request Commission approval of the Resolution Authorizing the Issuance and Sale of up to \$13,520,378 General Obligation Sewerage System Promissory Notes, Series 2025A and Providing for Other Details and Covenants with Respect Thereto.

Attachments



RESOLUTION AUTHORIZING THE ISSUANCE AND
SALE OF UP TO \$13,520,378 GENERAL OBLIGATION
SEWERAGE SYSTEM PROMISSORY NOTES, SERIES 2025A
AND PROVIDING FOR OTHER
DETAILS AND COVENANTS WITH RESPECT THERETO

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

WHEREAS, certain improvements to the System are necessary to meet the needs of the Municipality and the residents thereof, consisting of the construction of a project (the "Project") assigned Clean Water Fund Program Project No. 4198-77 by the State of Wisconsin Department of Natural Resources (the "Department of Natural Resources"), and as defined in the Department of Natural Resources approval letter for the Plans and Specifications of the Project, or portions thereof, issued under Section 281.41 of the Wisconsin Statutes, dated October 14, 2024 and assigned No. S-2024-0114; and

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

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

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

WHEREAS, the Municipality, as of September 15, 2025, has general obligation debt outstanding in the aggregate principal amount of \$165,676,737.46 as follows:

Date of Issue	Description	Original Amount	Outstanding Amount
12/28/2007	De Pere	\$ 2,000,000.00	\$ 437,041.00
03/11/2009	CWF # 4198-25	9,861,264.28	1,907,450.86
12/09/2009	CWF # 4198-35	4,211,341.28	1,132,447.61
12/09/2009	CWF # 4198-37	12,821,922.00	3,318,270.89
11/10/2010	CWF # 4198-29	3,421,381.94	1,016,778.66
12/22/2010	CWF # 4198-24	3,246,148.00	979,460.76
12/12/2012	CWF # 4198-45	2,891,810.01	1,191,768.36
04/10/2013	CWF # 4198-32	3,086,299.69	1,316,799.37
01/08/2014	CWF # 4198-48	4,153,498.03	1,950,834.15
08/13/2014	CWF # 4198-44	15,209,242.45	7,845,510.44
10/14/2015	CWF # 4198-99	126,429,708.38	76,723,320.94
12/23/2015	CWF # 4198-52	1,789,476.92	1,008,685.90
03/22/2018	General Obligation Refunding Bonds	6,505,000.00	2,195,000.00
09/11/2019	CWF # 4198-53	14,161,087.98	10,541,747.06
05/27/2020	Taxable General Obligation Refunding Bonds	22,720,000.00	21,520,000.00
11/10/2021	CWF#4198-63	9,487,118.00	8,242,416.13
12/13/2023	CWF#4198-57	38,982,413.00	19,967,001.14
11/13/2024	CWF#4198-61	26,980,051.00	3,210,516.66
11/13/2024	CWF#4198-73	2,853,185.00	<u>1,171,687.53</u>
	Total:		\$165,676,737.46

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

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

- (a) "Act" means Chapter 67 of the Wisconsin Statutes;
- (b) "Closing Date" means the date of closing on the Clean Water Fund Program loan when the Notes are delivered to the State pursuant to the Financial Assistance Agreement;
- (c) "Debt Service Fund" means the Debt Service Fund of the Municipality, created by this resolution, pursuant to Section 67.11 of the Act;
- (d) "Financial Assistance Agreement" means the Financial Assistance Agreement by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration pursuant to which the Notes are to be issued and sold to the State, dated as of the Closing Date, substantially in the form attached hereto and incorporated herein by reference;
- (e) "Fiscal Year" means the twelve-month period ending on each December 31;

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

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

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

(i) "Notes" mean the \$13,520,378 General Obligation Sewerage System Promissory Notes, Series 2025A of the Municipality dated as of the Closing Date, authorized to be issued by this Resolution;

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

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

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

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

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

Section 2. Authorization of the Notes and the Financial Assistance Agreement. For the purpose of paying the cost of the Project (including legal, fiscal, engineering and other expenses), there shall be borrowed on the full faith and credit of the Municipality up to the sum of \$13,520,378; and fully registered general obligation sewerage system promissory notes of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Clean Water Fund Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference; and the President (or in his or her absence, a Vice President) and the Secretary of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

Section 3. Terms of the Notes. The Notes shall be designated "General Obligation Sewerage System Promissory Notes, Series 2025A" (the "Notes"); shall be dated as of the Closing Date; shall be numbered one and upward; shall bear interest at 2.475% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months; shall be issued in denominations of \$0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement as it is from time to time adjusted by the State based upon

actual draws made by the Municipality. Interest on the Notes shall be payable semiannually on May 1 and November 1 of each year, commencing on May 1, 2026. The Notes shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

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

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

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

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

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

Section 6. Tax Levy.

(a) For the express purpose of paying the interest on the Notes as it falls due and also to pay and discharge the principal thereof at maturity, there is hereby levied upon all of the taxable property in the Municipality, in addition to all other taxes, a non-repealable, direct, annual tax in an amount sufficient for that purpose. This tax shall be for collection in the years 2026 through 2045, inclusive, and shall be in such amounts as are necessary to provide for the payment of the principal and interest on the Notes when due. This tax, based on an interest rate of 2.475%, shall be in the maximum amounts as set forth in Exhibit B to the Financial Assistance Agreement, or such lesser amounts as it is from time-to-time adjusted by the State based upon actual draws made by the Municipality. Said Exhibit B is attached hereto as Exhibit B.

The actual tax carried onto the tax rolls each year shall equal the amount necessary to repay the actual principal amount drawn under the Notes, and any interest thereon, when due. The amount of tax carried into the tax roll may be reduced in any year by the amount of revenues of the

Municipality's wastewater sewer service charge system which are appropriated and irrevocably deposited in the Debt Service Fund for the Notes.

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

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

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

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

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

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

Section 10. Sale of Notes. The sale of Notes to the State of Wisconsin Clean Water Fund Program for the purchase price of up to \$13,520,378, at par, is ratified and confirmed; and the officers

of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Notes as hereinabove provided, necessary to conclude delivery of the Notes to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Notes shall be paid upon requisition therefor as provided in the Financial Assistance Agreement.

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

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

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

Section 14. Rebate Fund. Unless the Notes are exempt from the rebate requirements of the Internal Revenue Code of 1986, as amended, the Municipality shall establish and maintain a separate account for the Notes to be known as the “Rebate Fund”. The sole purpose of the Rebate Fund is to provide for the payment of any rebate liability with respect to the Notes under the relevant provisions of the Internal Revenue Code of 1986, as amended (the “Code”), and the

Treasury Regulations promulgated thereunder (the “Regulations”). The Rebate Fund shall be maintained by the Municipality until all required rebate payments with respect to the Notes have been made in accordance with the relevant provisions of the Code and the Regulations.

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

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

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

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

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

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

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

Passed: September 24, 2025

Approved: September 24, 2025

Kathryn Hasselblad, President

Attest:

Thomas Meinz, Secretary

EXHIBIT A
(Form of Note)

REGISTERED
NO. R-1

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

REGISTERED
\$13,520,378

GENERAL OBLIGATION SEWERAGE SYSTEM PROMISSORY NOTE, SERIES 2025A

Final
Maturity Date

Date of
Original Issue

MAY 1, 2045 _____

OCTOBER 8, 2025

REGISTERED OWNER: STATE OF WISCONSIN CLEAN WATER FUND PROGRAM

KNOW ALL MEN BY THESE PRESENTS that the Green Bay Metropolitan Sewerage District, Brown, Kewaunee, Oconto and Shawano Counties, Wisconsin (the "Municipality") hereby acknowledges itself to owe and for value received promises to pay to the registered owner shown above, or registered assigns, solely from the fund hereinafter specified, the principal sum of an amount not to exceed THIRTEEN MILLION FIVE HUNDRED TWENTY THOUSAND THREE HUNDRED SEVENTY-EIGHT DOLLARS (\$13,520,378) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2027 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 2.475% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on May 1, 2026.

The principal amount evidenced by this Note may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2027 in an amount equal to an amount which when amortized over the remaining term of this Note plus current payments of interest (but only on amounts drawn hereunder) at Two and Four Hundred Seventy-Five Thousandths percent (2.475%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Exhibit A.

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

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

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

This Note is issued for the purpose of providing for the payment of the cost of constructing improvements to the Sewerage System of the Municipality, pursuant to Article XI, Section 3 of the Wisconsin Constitution, Chapter 67, Wisconsin Statutes, and a resolution adopted on September 24, 2025, and entitled: "RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF UP TO \$13,520,378 GENERAL OBLIGATION SEWERAGE SYSTEM PROMISSORY NOTES, SERIES 2025A AND PROVIDING FOR OTHER DETAILS AND COVENANTS WITH RESPECT THERETO." The principal of and interest on this Note is payable in lawful money of the United States of America as aforesaid, and for the prompt payment of the principal and interest on this Note, and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Municipality are hereby irrevocably pledged.

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

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

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

(SEAL)

By: FORM OF NOTE
Kathryn Hasselblad, President

By: FORM OF NOTE
Thomas Mainz, Secretary

(Form of Assignment)

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

.

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

Please insert Social Security or other
identifying number of Assignee

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

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

Dated: _____

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

Signature(s) guaranteed by:

EXHIBIT A TO NOTE

\$13,520,378

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

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

EXHIBIT A TO NOTE (continued)

PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Principal Amount</u>
May 1, 2027	\$565,961.61
May 1, 2028	579,969.16
May 1, 2029	594,323.40
May 1, 2030	609,032.90
May 1, 2031	624,106.46
May 1, 2032	639,553.10
May 1, 2033	655,382.04
May 1, 2034	671,602.74
May 1, 2035	688,224.91
May 1, 2036	705,258.48
May 1, 2037	722,713.63
May 1, 2038	740,600.79
May 1, 2039	758,930.66
May 1, 2040	777,714.19
May 1, 2041	796,962.62
May 1, 2042	816,687.44
May 1, 2043	836,900.45
May 1, 2044	857,613.74
May 1, 2045	878,839.68

REGISTERED
NO. R-1

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

REGISTERED
\$13,520,378

GENERAL OBLIGATION SEWERAGE SYSTEM PROMISSORY NOTE, SERIES 2025A

Final
Maturity Date

MAY 1, 2045

Date of
Original Issue

OCTOBER 8, 2025

REGISTERED OWNER: STATE OF WISCONSIN CLEAN WATER FUND PROGRAM

KNOW ALL MEN BY THESE PRESENTS that the Green Bay Metropolitan Sewerage District, Brown, Kewaunee, Oconto and Shawano Counties, Wisconsin (the "Municipality") hereby acknowledges itself to owe and for value received promises to pay to the registered owner shown above, or registered assigns, solely from the fund hereinafter specified, the principal sum of an amount not to exceed THIRTEEN MILLION FIVE HUNDRED TWENTY THOUSAND THREE HUNDRED SEVENTY-EIGHT DOLLARS (\$13,520,378) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2027 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 2.475% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on May 1, 2026.

The principal amount evidenced by this Note may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2027 in an amount equal to an amount which when amortized over the remaining term of this Note plus current payments of interest (but only on amounts drawn hereunder) at Two and Four Hundred Seventy-Five Thousandths percent (2.475%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Exhibit A.

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

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

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

This Note is issued for the purpose of providing for the payment of the cost of constructing improvements to the Sewerage System of the Municipality, pursuant to Article XI, Section 3 of the Wisconsin Constitution, Chapter 67, Wisconsin Statutes, and a resolution adopted on September 24, 2025, and entitled: "RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF UP TO \$13,520,378 GENERAL OBLIGATION SEWERAGE SYSTEM PROMISSORY NOTES, SERIES 2025A AND PROVIDING FOR OTHER DETAILS AND COVENANTS WITH RESPECT THERETO." The principal of and interest on this Note is payable in lawful money of the United States of America as aforesaid, and for the prompt payment of the principal and interest on this Note, and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Municipality are hereby irrevocably pledged.

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

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

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

(SEAL)

By: _____
Kathryn Hasselblad, President

By: _____
Thomas Meinz, Secretary

(Form of Assignment)

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

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

Please insert Social Security or other
identifying number of Assignee

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

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

Dated: _____

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

Signature(s) guaranteed by:

EXHIBIT A TO NOTE

\$13,520,378

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

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

EXHIBIT A TO NOTE (continued)

PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Principal Amount</u>
May 1, 2027	\$565,961.61
May 1, 2028	579,969.16
May 1, 2029	594,323.40
May 1, 2030	609,032.90
May 1, 2031	624,106.46
May 1, 2032	639,553.10
May 1, 2033	655,382.04
May 1, 2034	671,602.74
May 1, 2035	688,224.91
May 1, 2036	705,258.48
May 1, 2037	722,713.63
May 1, 2038	740,600.79
May 1, 2039	758,930.66
May 1, 2040	777,714.19
May 1, 2041	796,962.62
May 1, 2042	816,687.44
May 1, 2043	836,900.45
May 1, 2044	857,613.74
May 1, 2045	878,839.68

\$13,520,378
GREEN BAY METROPOLITAN SEWERAGE DISTRICT, BROWN
KEWAUNEE, OCONTO AND SHAWANO COUNTIES, WISCONSIN
GENERAL OBLIGATION SEWERAGE SYSTEM PROMISSORY NOTES
SERIES 2025A

CLOSING CERTIFICATE

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

1. We are the duly qualified and acting President and the Secretary of the Municipality and have been such at all times pertinent to the authorization of the \$13,520,378 General Obligation Sewerage System Promissory Notes, Series 2025A of the Municipality (the "Notes").

2. We have executed and sealed the negotiable, fully- registered Notes. The Notes are in the aggregate principal amount of \$13,520,378, are dated October 8, 2025, and are numbered from 1 upward. The Notes mature in installments of principal due on May 1 of each of the years 2027 through 2045 and bear interest at a rate of 2.475% per annum. We are duly authorized to execute the same.

3. Attached in the Closing Transcript is a true and complete copy of a resolution entitled "Resolution Authorizing the Issuance and Sale of Up to \$13,520,378 General Obligation Sewerage System Promissory Notes, Series 2025A and Providing For Other Details and Covenants With Respect Thereto" (the "Note Resolution"). The Note Resolution was duly adopted by the Governing Body on September 24, 2025; said Note Resolution has not been repealed, amended or modified in any respect and remains in full force and effect today.

4. Each meeting of the Governing Body or any committee of the Municipality at which the Note Resolution was taken up was held at the place and time and called and notified in the manner routinely established by such committee and proceeded in accordance with a written agenda; was notified to the public and news media and conducted in full compliance with the "open meeting" laws of the State of Wisconsin, and particularly subchapter V, Chapter 19, Wisconsin Statutes; was held in a public, accessible place in the Municipality, with doors open at all times to the public; and no secret ballot was taken thereat; and no such meeting was commenced, subsequently convened in closed session and thereafter reconvened in open session, unless public notice of such subsequent open session was given at the same time and in the same manner as the public notice of the meeting convened prior to the closed session. All such meetings were fully lawful and in all respects in accordance with the rules of the Municipality. Each such meeting was a regular meeting, held at the place in the Municipality, on the date and at the time and notified in the manner routinely established by rule of the Governing Body.

5. A regular meeting of the Governing Body was held on September 24, 2025, at which a quorum was present in person throughout. At such meeting, the Note Resolution was introduced by one of the Governing Body members in accordance with routinely established procedures of the Governing Body (all Governing Body members having full copies thereof in advance and adequate time to read and examine prior to adoption, and no member objecting); and, on motion duly made and seconded, duly adopted by the unanimous affirmative vote of the members present, upon an aye or no vote duly recorded in the Governing Body minutes.

6. Attached in the Closing Transcript is a true and complete copy of the Certificate of Compliance with Open Meeting Law Public Notice Requirements with respect to the September 24, 2025 meeting of the Governing Body wherein the Governing Body adopted the Note Resolution, evidencing compliance with subchapter V of Chapter 19, Wisconsin Statutes.

7. Attached in the Closing Transcript is a true and complete copy of the part of the minutes of the September 24, 2025 meeting of the Governing Body wherein the Governing Body adopted the Note Resolution.

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

9. Attached in the Closing Transcript is a true and complete copy of a "Certificate of Equalized Value," furnished by the state officer authorized by law so to certify, certifying that the aggregate, full, equalized value of all the taxable property in the Municipality, as last determined by the Wisconsin Department of Revenue pursuant to Sections 67.03 and 70.57, Wisconsin Statutes, is \$33,815,139,956, an amount which, to the best of our information and belief, is correct.

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

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

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

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

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

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

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

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

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

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

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

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

22. The total general obligation indebtedness of the Municipality, including the Notes (other than indebtedness for current operating expenses), is not more than \$179,197,115.46 and does not exceed any general or special constitutional or statutory limitation thereon.

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

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

IN WITNESS WHEREOF, we have hereunto set our hands as of October 8, 2025.

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

By: _____
Kathryn Hasselblad, President

By: _____
Thomas Meinz, Secretary

\$13,520,378
GREEN BAY METROPOLITAN SEWERAGE DISTRICT
BROWN, KEWAUNEE, OCONTO AND SHAWANO COUNTIES, WISCONSIN
GENERAL OBLIGATION SEWERAGE SYSTEM PROMISSORY NOTES,
SERIES 2025A

NO ARBITRAGE CERTIFICATE

The undersigned officers of the Green Bay Metropolitan Sewerage District, Brown, Kewaunee, Oconto and Shawano Counties, Wisconsin (the "Municipality") hereby certify as follows with regard to the Municipality's issuance of up to \$13,520,378 General Obligation Sewerage System Promissory Notes, Series 2025A, dated October 8, 2025 (the "Notes").

I. IN GENERAL

1.1 Authority. The undersigned are officers of the Municipality charged by law and a resolution adopted by the governing body of the Municipality on September 24, 2025 authorizing the issuance of the Notes (the "Note Resolution") with responsibility for issuing the Notes and are acting for and on behalf of the Municipality in executing this Certificate.

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

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

II. PURPOSE

2.1 Governmental Purpose. The Notes are being issued for the governmental purpose of constructing improvements and extensions to the sewerage system (the "Sewerage System") of the Municipality, consisting of construction of a project (the "Project") assigned Clean Water Fund Program Project No. 4198-77 by the Department of Natural Resources, and as described in the Department of Natural Resources approval letter for the plans and specifications, or portions thereof, issued under Wis. Stat. Section 281.41, dated October 14, 2024 and assigned No. S-2024-0114.

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

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

2.4 Issuance Costs. \$8,500 of the proceeds of the Notes will be used to pay issuance costs with respect to the Notes.

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

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

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

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

III. PROCEEDS AND FUNDS

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

proceeds of the sale of the Notes shall be deposited by the Municipality into a special fund designated as "Sewerage System CWFP Project Fund" (the "CWFP Project Fund"). The CWFP Project Fund shall be used solely for the purpose of paying the costs of the Project as described above and in the Financial Assistance Agreement relating to the Project dated October 8, 2025. Moneys in the CWFP Project Fund shall be disbursed within three business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

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

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

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

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

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

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

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

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

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

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

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

IV. REBATE

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

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

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

V. OTHER TAX MATTERS

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

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

5.3 Reimbursement. Any expenditures paid by the Municipality prior to the date hereof for which the Municipality is to be reimbursed with proceeds of the Notes were properly chargeable to capital account (or would be so chargeable with a proper election) under general federal income tax principles, or were otherwise qualifying costs under Treas. Reg. § 1.150-2(d)(3), and either (a) were paid after or within 60 days of December 7, 2022, the date on which the Municipality adopted a resolution (the "Reimbursement Resolution") stating its expectation to reimburse itself from the proceeds of the Notes for any expenditure relating to the Project which it paid from other funds of the Municipality prior to receipt of the proceeds of the Notes, or (b) are preliminary expenditures relating to the Project (such as architectural, engineering, surveying, soil testing and similar costs that are incurred prior to commencement of acquisition or construction of the Project, other than land acquisition, site preparation and similar costs incident to the commencement of construction) which are in an amount which is not in excess of 20% of the aggregate issue price of the issue or issues that finance or are reasonably expected to finance the Project. The Reimbursement Resolution satisfies the requirements of Treas. Reg. § 1.150-2(e). In particular, the Reimbursement Resolution generally describes the Project and states the maximum principal amount of obligations expected to be issued for the Project. On the date on which the Municipality adopted the Reimbursement Resolution, the Municipality had a reasonable expectation that it would reimburse the expenditures to be reimbursed with proceeds of an obligation. The Municipality does not (i) have a pattern of failing to reimburse actual original expenditures covered by an official intent, or (ii) declare official intent as a matter of course or in amounts substantially in excess of amounts expected to be necessary for the relevant project. Proceeds of the Notes in an amount equal to the amount of expenditures on the Project which have been paid from other funds of the Municipality prior to the date hereof, and which qualify for reimbursement under Treas. Reg. § 1.150-2, are hereby allocated to the reimbursement of those original expenditures. This reimbursement allocation has been made not later than 18 months after

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

5.4 Average Maturity. The term of the Notes is no longer than reasonably necessary for the governmental purposes of the issue. The weighted average maturity of the Notes (11.2947 years) does not exceed 120% of the average reasonably expected economic life of the Project.

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

VI. CONCLUSION

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

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

IN WITNESS WHEREOF, we have set our hands as of October 8, 2025.

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

By: _____
Kathryn Hasselblad, President

By: _____
Thomas Meinz, Secretary

Information Return for Tax-Exempt Governmental Bonds

(Rev. October 2021)

Under Internal Revenue Code section 149(e)

See separate instructions.

OMB No. 1545-0047

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority

Check box if Amended Return

1 Issuer's name Green Bay Metropolitan Sewerage District		2 Issuer's employer identification number (EIN) 39-6005459
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 2231 North Quincy Street	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Green Bay, WI 54302-1297		7 Date of issue 10-08-2025
8 Name of issue \$13,520,378 General Obligation Promissory Notes, Series 2025A		9 CUSIP number N/A
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information Beth Clausen, Director of Business Services		10b Telephone number of officer or other employee shown on 10a 920-438-1051

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

11 Education	11
12 Health and hospital	12
13 Transportation	13
14 Public safety	14
15 Environment (including sewage bonds)	15 13,520,378
16 Housing	16
17 Utilities	17
18 Other. Describe	18
19a If bonds are TANs or RANs, check only box 19a	<input type="checkbox"/>
b If bonds are BANs, check only box 19b	<input type="checkbox"/>
20 If bonds are in the form of a lease or installment sale, check box	<input type="checkbox"/>

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

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	05-01-2045	\$ 13,520,378	\$ 13,520,378	11.2947 years	2.475 %

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

22 Proceeds used for accrued interest	22
23 Issue price of entire issue (enter amount from line 21, column (b))	23 13,520,378
24 Proceeds used for bond issuance costs (including underwriters' discount)	24 8,500
25 Proceeds used for credit enhancement	25
26 Proceeds allocated to reasonably required reserve or replacement fund	26
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27
28 Proceeds used to refund prior taxable bonds. Complete Part V	28
29 Total (add lines 24 through 28)	29 8,500
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30 13,511,878

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

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

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____		
c Enter the name of the GIC provider ▶ _____		
37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input checked="" type="checkbox"/> and enter the following information:		
b Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____ 02/27/2024		
c Enter the EIN of the issuer of the master pool bond ▶ _____ 39-6028867		
d Enter the name of the issuer of the master pool bond ▶ State of Wisconsin		
39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ <input type="checkbox"/>		
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ <input type="checkbox"/>		
41a If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:		
b Name of hedge provider ▶ _____		
c Type of hedge ▶ _____		
d Term of hedge ▶ _____		
42 If the issuer has superintegrated the hedge, check box ▶ <input type="checkbox"/>		
43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ <input type="checkbox"/>		
44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ <input type="checkbox"/>		
45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input checked="" type="checkbox"/> and enter the amount of reimbursement ▶ _____ \$317,607		
b Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____ 12/07/2022		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
	▶ _____ Signature of issuer's authorized representative	▶ _____ Date	▶ Thomas Meinz, Secretary Type or print name and title		
Paid Preparer Use Only	Print/Type preparer's name Thomas E. Griggs	Preparer's signature	Date	Check <input checked="" type="checkbox"/> if self-employed	PTIN P01312692
	Firm's name ▶ Griggs Law Office LLC			Firm's EIN ▶ 46-1769357	
	Firm's address ▶ 4230 N. Oakland Avenue #313, Shorewood, WI 53211			Phone no. 414-375-2630	

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Tony Evers, Governor
Karen Hyun, Ph.D., Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



September 17, 2025

LISA SARAU, STAFF ENGINEER
GREEN BAY METROPOLITAN SEWERAGE DISTRICT
2231 NORTH QUINCY STREET
GREEN BAY WI 54302

SUBJECT: Clean Water Fund Program, Project No. 4198-77
Rehab East River Interceptor along with Targeted Sewer Repair
Financial Assistance Agreement - October 8, 2025

Dear Ms. Sarau:

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

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

To close the loan on October 8, 2025, we need to follow the Loan Closing Schedule (Attachment 1).

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

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

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

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

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

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

Sincerely,

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

Electronic Copies: Thomas E. Griggs, Griggs Law Office LLC. Shorewood
Kristin Hanson, PFM Financial Advisors, LLC, Milwaukee
Adam Shelton, Brown & Caldwell, Milwaukee
Robert Hannes, DNR NE/Green Bay
Rachel Liegel, Capital Finance Office - DOA/10

ATTACHMENT #1

Clean Water Fund Program Project No. 4198-77
Green Bay Metropolitan Sewerage District
Rehab East River Interceptor along with Targeted Sewer Repair
Financial Assistance Agreement – Closing Schedule

By September 3, 2025:

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

By September 17, 2025:

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

On September 24, 2025:

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

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

By September 25, 2025, VIA OVERNIGHT DELIVERY:

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

By October 6, 2025:

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

October 8, 2025:

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

Clean Water Fund Program Project No. 4198-77
Green Bay Metropolitan Sewerage District
Rehab East River Interceptor along with Targeted Sewer Repair
Financial Assistance Agreement Summary and Distribution Sheet

LOAN INFO

Total Project Amount: \$13,938,197

Internal Funding: \$417,819

CWFP Funding Amount: \$13,520,378

Pledge: General Obligation Note Lien Priority: N/A

Federal Equivalency Project: Yes No

Composite Interest Rate: 2.475% Loan Term: 20 Years

DOCUMENT INFO

Date of Municipal Obligation Resolution – September 24, 2025

CLOSING INFO

Refinancing: None Date of Refinancing: N/A

Estimated First Disbursement: \$317,606.65

MUNICIPAL INFO

Municipal ID: 05504

Plans and Specifications: S-2024-0114, approved October 14, 2024

Substantial Completion Date: September 12, 2026

DISTRIBUTION

Department of Natural Resources

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

Department of Administration

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

Municipality

Lisa Sarau
Green Bay Metropolitan Sewerage District
2231 North Quincy Street
Green Bay WI 54302
920-432-4893
lsarau@newwater.us

Engineering Firm

Adam Shelton
Brown & Caldwell
250 East Wisconsin Avenue, Suite 1525
Milwaukee WI 53202
414-273-8800
ashelton@brwnncald.com

Municipal Bond Counsel

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

Financial Advisor

Kristin Hanson
PFM Financial Advisors LLC
115 South 84th Street, Suite 315
Milwaukee WI 53214
414-847-5586
hansonk@pfm.com

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

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

STATE OF WISCONSIN CLEAN WATER FUND PROGRAM

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
DEPARTMENT OF ADMINISTRATION

and

GREEN BAY METROPOLITAN SEWERAGE DISTRICT

\$13,520,378

FINANCIAL ASSISTANCE AGREEMENT

Dated as of October 8, 2025

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

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

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

Municipal Identification No. 05504
Clean Water Fund Program Project No. 4198-77

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EXHIBIT F	PROJECT MANAGER SUMMARY PAGE
EXHIBIT G	LIST OF FEDERAL LAWS AND AUTHORITIES

WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the "FAA"), dated October 8, 2025, between the STATE OF WISCONSIN Clean Water Fund Program (the "CWFP"), by the Department of Natural Resources (the "DNR") and the Department of Administration (the "DOA"), acting under authority of ss. 281.58 and 281.59, Wis. Stats., as amended (the "Statute"), and the Green Bay Metropolitan Sewerage District, a municipality within the meaning of the Statute, duly organized and existing under the laws of the State of Wisconsin (the "Municipality"); and

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

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

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

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

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

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

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

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

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

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

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

ARTICLE I
DEFINITIONS; RULES OF INTERPRETATION

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

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

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

"Application" means the written application of the Municipality dated September 30, 2024, for financial assistance under the Statute.

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

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

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

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

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

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

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

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

"FAA" means this Financial Assistance Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

"Plans and Specifications" means the Project design plans and specifications assigned No. S-2024-0114, approved by DNR on October 14, 2024, as the same may be amended or modified from time to time in accordance with this FAA.

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

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

"Project" means the project assigned CWFPP Project No. 4198-77 by DNR, described in the Project Manager Summary Page (Exhibit F), and further described in the DNR approval letter for the Plans and Specifications, or portions thereof, issued under s. 281.41, Wis. Stats.

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

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

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

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

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

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

"State" means the State of Wisconsin.

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

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

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

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

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

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

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

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

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

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

ARTICLE II
REPRESENTATIONS

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

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

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

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

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

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

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

(d) The governing body of the Municipality has duly approved the execution and delivery of this FAA and the issuance and delivery of the Municipal Obligations in the aggregate principal amount of \$13,520,378 and authorized the taking of any and all action as may be required on the part of the Municipality and its authorized officers to carry out, give effect to, and consummate the transactions contemplated by each of the foregoing.

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

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

- (1) affecting the creation, organization, or existence of the Municipality or the title of its officers to their respective offices;
- (2) seeking to prohibit, restrain, or enjoin the execution of this FAA or the issuance or delivery of the Municipal Obligations;
- (3) in any way contesting or affecting the validity or enforceability of the Municipal Obligation Resolution, the Municipal Obligations, this FAA, or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by this FAA; or
- (4) wherein an unfavorable decision, ruling, or finding could adversely affect the transactions contemplated hereby or by the Municipal Obligation Resolution or the Municipal Obligations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(w) The Municipality represents that it submitted to DNR a bid tabulation for the Project with a recommendation to DNR for review and concurrence. The expected Substantial Completion date of the Project is September 12, 2026.

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

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

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

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

ARTICLE III LOAN PROVISIONS

Section 3.01. Loan Clauses

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

in the aggregate principal amount of \$13,520,378. The CWFP shall pay for the Municipal Obligations in lawful money of the United States, which shall be disbursed as provided in this FAA.

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

(c) The Loan shall bear interest at the rate of two and 475/1000ths percent (2.475%) per annum, and interest shall accrue and be payable only on Loan proceeds actually disbursed from the date of disbursement until the date such amounts are repaid.

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

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

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

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

Section 3.03. Loan Amortization Principal and interest payments on the Loan (and on the Municipal Obligations evidencing the Loan) shall be due on the dates set forth in Exhibit B of this FAA. The payment amounts shown on Exhibit B are for informational purposes only and assume the full amount of the Loan is disbursed to the Municipality on October 8, 2025. It is understood that the actual amounts of the Municipality's Loan payments shall be based on the actual dates and amounts of Loan disbursements for the Project. Notwithstanding the foregoing or anything in the Municipal Obligations, the Loan shall be for no longer than twenty (20) years from the date of this FAA and shall mature and be fully amortized not later than twenty (20) years after the original issue date of the Municipal Obligations. Repayment of principal on the Loan shall begin not later than twelve (12) months after the expected or actual Substantial Completion date of the Project.

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

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

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

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

Section 3.05. Sale and Redemption of Municipal Obligations

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

Section 3.06. Disbursement of Financial Assistance

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

- (1) DNR is satisfied that the Project has been completed in accordance with the Plans and Specifications, DNR has approved all change orders relating to the Project, and DNR has determined that the Project is in compliance with the Municipality's WPDES Permit;
- (2) the Municipality certifies to DNR its acceptance of the Project from its contractors;
- (3) the Municipality certifies in writing to DNR its compliance with applicable federal requirements (certification must be as prescribed on Exhibit C); and
- (4) DNR certifies in writing to DOA the Municipality's compliance with all applicable requirements of this FAA.

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

Section 3.07. Remedies

(a) If the Municipality:

- (1) or any authorized representative is not complying with federal or state laws, regulations, or requirements relating to the Project, and following due notice by DNR the Project is not brought into compliance within a reasonable period of time; or
- (2) is not complying with or is in violation of any provision set forth in this FAA; or
- (3) is not in compliance with the Statute or the Regulations;

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

- (i) Progress payments or disbursements otherwise due the Municipality of up to 20% may be withheld.
- (ii) Project work may be suspended.
- (iii) DNR may request a court of appropriate jurisdiction to enter an injunction or afford other equitable or judicial relief as the court finds appropriate.
- (iv) Other administrative remedies may be pursued.

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

- (1) Pursuant to s. 281.59(11)(b), Wis. Stats., DOA shall place on file a certified statement of all amounts due the CWFP under this FAA. DOA may collect all amounts due the CWFP by deducting those amounts from any State payments due the Municipality or adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located under s. 70.60, Wis. Stats.
- (2) Pursuant to s. NR 162.17(1), Wis. Adm. Code, if the Loan has not been fully disbursed, DNR may: declare the unpaid Loan balance due and immediately payable; increase the

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

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

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

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

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

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

ARTICLE IV CONSTRUCTION OF THE PROJECT

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

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

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

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

Section 4.04. Completion of the Project

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

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

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

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

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

- (1) certify to DNR its acceptance of the Project from its contractors, subject to claims against contractors and third parties;
- (2) complete and deliver to DNR the completed Utilization of Disadvantaged Business Enterprises (DBE) form attached hereto as Exhibit E of this FAA;
- (3) prepare and deliver to DNR the completed Federal Requirements Compliance Certification attached hereto as Exhibit C of this FAA;
- (4) obtain all required permits and authorizations from appropriate authorities for operation and use of the Project; and
- (5) submit to DNR a completed Operation and Maintenance Manual Certification Checklist form to be provided by DNR or obtained from DNR's website.

Section 4.05. Payment of Additional Project Costs

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

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

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

ARTICLE V
COVENANTS

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

Section 5.02. Operation and Maintenance; Equipment Replacement Fund

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

(1) at all times operate the Project or otherwise cause the Project to be operated properly and in a sound and economical manner, including proper training of personnel;

(2) maintain, preserve, and keep the Project or cause the Project to be maintained, preserved, and kept in good repair, working order, and condition; and

(3) periodically make, or cause to be made, all necessary and proper repairs, replacements, and renewals so that at all times the operation of the Project may be properly conducted in a manner that is consistent with the requirements of the WPDES Permit.

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

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

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

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

Section 5.05. Establishment of Project Accounts; Audits

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

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

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

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

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

Section 5.09. Tax Covenants

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

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

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

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

Section 5.10. User Fee Covenant

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

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

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

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

Section 5.13. Nondiscrimination Covenant

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

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

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

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

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

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

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

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

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

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

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

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

Section 5.21. Maintenance of Legal Existence

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI
MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GREEN BAY METROPOLITAN SEWERAGE DISTRICT

By: _____
Kathryn Hasselblad
Commission President

Attest: _____
Thomas Mainz
Commission Secretary

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

By: _____
Authorized Officer

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By: _____
Authorized Officer

EXHIBIT A

PROJECT BUDGET SHEET

GREEN BAY METROPOLITAN SEWERAGE DISTRICT
 CWFPP Project No. 4198-77

	Total Project Costs	Ineligible Costs Funded by Municipality	Eligible Costs Funded by Municipality	Total Award Amount
Force Account	0.00	0.00	0.00	0.00
Interim Financing	0.00	0.00	0.00	0.00
Preliminary Engineering	702,833.00	407,643.14	10,175.25	285,014.61
Land or Easement Acquisition	0.00	0.00	0.00	0.00
Engineering/Construction Mgmt.	782,318.00	0.00	0.00	782,318.00
Construction/Equipment	11,851,948.00	0.00	0.00	11,851,948.00
Contingency	592,598.00	0.00	0.61	592,597.39
Miscellaneous Costs	0.00	0.00	0.00	0.00
Closing Costs	8,500.00	0.00	0.00	8,500.00
TOTAL	\$13,938,197.00	\$407,643.14	\$10,175.86	\$13,520,378.00

Green Bay Metro Sewer District, Wisconsin

Project 4198-77 Clean Water Fund Program

Loan Closing Date:

October 8, 2025

Exhibit B

Payment Date	Principal Payment	Interest Rate	Interest Payment	Principal & Interest	Bond Year Debt Service	Calendar Year Debt Service
1-May-26	0.00	2.475%	188,693.78	188,693.78	188,693.78	0.00
1-Nov-26	0.00	2.475%	167,314.68	167,314.68	0.00	356,008.46
1-May-27	565,961.61	2.475%	167,314.68	733,276.29	900,590.97	0.00
1-Nov-27	0.00	2.475%	160,310.90	160,310.90	0.00	893,587.19
1-May-28	579,969.16	2.475%	160,310.90	740,280.06	900,590.96	0.00
1-Nov-28	0.00	2.475%	153,133.78	153,133.78	0.00	893,413.84
1-May-29	594,323.40	2.475%	153,133.78	747,457.18	900,590.96	0.00
1-Nov-29	0.00	2.475%	145,779.03	145,779.03	0.00	893,236.21
1-May-30	609,032.90	2.475%	145,779.03	754,811.93	900,590.96	0.00
1-Nov-30	0.00	2.475%	138,242.25	138,242.25	0.00	893,054.18
1-May-31	624,106.46	2.475%	138,242.25	762,348.71	900,590.96	0.00
1-Nov-31	0.00	2.475%	130,518.93	130,518.93	0.00	892,867.64
1-May-32	639,553.10	2.475%	130,518.93	770,072.03	900,590.96	0.00
1-Nov-32	0.00	2.475%	122,604.46	122,604.46	0.00	892,676.49
1-May-33	655,382.04	2.475%	122,604.46	777,986.50	900,590.96	0.00
1-Nov-33	0.00	2.475%	114,494.11	114,494.11	0.00	892,480.61
1-May-34	671,602.74	2.475%	114,494.11	786,096.85	900,590.96	0.00
1-Nov-34	0.00	2.475%	106,183.03	106,183.03	0.00	892,279.88
1-May-35	688,224.91	2.475%	106,183.03	794,407.94	900,590.97	0.00
1-Nov-35	0.00	2.475%	97,666.24	97,666.24	0.00	892,074.18
1-May-36	705,258.48	2.475%	97,666.24	802,924.72	900,590.96	0.00
1-Nov-36	0.00	2.475%	88,938.67	88,938.67	0.00	891,863.39
1-May-37	722,713.63	2.475%	88,938.67	811,652.30	900,590.97	0.00
1-Nov-37	0.00	2.475%	79,995.09	79,995.09	0.00	891,647.39
1-May-38	740,600.79	2.475%	79,995.09	820,595.88	900,590.97	0.00
1-Nov-38	0.00	2.475%	70,830.15	70,830.15	0.00	891,426.03
1-May-39	758,930.66	2.475%	70,830.15	829,760.81	900,590.96	0.00
1-Nov-39	0.00	2.475%	61,438.39	61,438.39	0.00	891,199.20
1-May-40	777,714.19	2.475%	61,438.39	839,152.58	900,590.97	0.00
1-Nov-40	0.00	2.475%	51,814.17	51,814.17	0.00	890,966.75
1-May-41	796,962.62	2.475%	51,814.17	848,776.79	900,590.96	0.00
1-Nov-41	0.00	2.475%	41,951.76	41,951.76	0.00	890,728.55
1-May-42	816,687.44	2.475%	41,951.76	858,639.20	900,590.96	0.00
1-Nov-42	0.00	2.475%	31,845.25	31,845.25	0.00	890,484.45
1-May-43	836,900.45	2.475%	31,845.25	868,745.70	900,590.95	0.00
1-Nov-43	0.00	2.475%	21,488.61	21,488.61	0.00	890,234.31
1-May-44	857,613.74	2.475%	21,488.61	879,102.35	900,590.96	0.00
1-Nov-44	0.00	2.475%	10,875.64	10,875.64	0.00	889,977.99
1-May-45	878,839.68	2.475%	10,875.64	889,715.32	900,590.96	889,715.32
Totals	13,520,378.00		3,779,544.06	17,299,922.06	17,299,922.06	17,299,922.06

Net Interest Rate 2.4750%
 Bond Years 152,708.8541
 Average Life 11.2947

The above schedule assumes full disbursement of the loan on the loan closing date.
 03-Sep-25 Wisconsin Department of Administration

Loan Payment Schedule Comments

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

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

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

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

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

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

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

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

EXHIBIT C

FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION

[Prepare on Municipal Letterhead at Project Completion and Closeout]

The undersigned officials of the Green Bay Metropolitan Sewerage District (the "Municipality") hereby certify that, for all expenditures made for construction of DNR Project No. 4198-77 (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. 4198-77 has met the requirements for Build America, Buy America of the Infrastructure Investment and Jobs Act, Public Law No. 117-58, §§ 70901-52, and the use of American Iron and Steel contained in section 608 of the Federal Water Pollution Control Act, as amended.

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

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

Dated as of: _____

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

Dated as of: _____

EXHIBIT D

OPERATING CONTRACTS

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

EXHIBIT E

UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)

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

Municipality Green Bay Metropolitan Sewerage District	Project Number 4198-77
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Project Description
Rehab East River Interceptor along with Targeted Sewer Repair

Are any DBEs expected to be utilized on the project? If yes, list below. Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				Enter at Project Closeout	
DBE Firm	Indicate DBE Type	Construction or Non-construction*	Contract Estimate (\$)	Actual Amount Paid to the DBE (\$)	Certifying Agency or List
<i>SAMPLE: ABC Engineering, LLC.</i>	<input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other	<i>Non-construction</i>	<i>10,000</i>	<i>9,950</i>	<i>WisDOT</i>
ANASA Traffic and Restoration Services, LLC	<input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other	Construction	75,000		
Double D Landscape, LLC	<input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> Other	Construction	60,000		
Hard Rock Sawing & Drilling Specialist Co.	<input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> Other	Construction	32,960		
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other				
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* Construction costs include but are not limited to paving, excavation, HVAC, plumbing, electrical, carpentry, trucking, and equipment. Non-construction costs include but are not limited to professional services, engineering, land acquisition, and supplies.

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

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

EXHIBIT F

PROJECT MANAGER SUMMARY PAGE

GREEN BAY METROPOLITAN SEWERAGE DISTRICT
CWFP Project No. 4198-77

1. Project Description: The funding for this Project will be used to rehabilitate approximately 7,000 LF of existing 30-inch, 42-inch, and 48-inch diameter sanitary sewer pipe that conveys wastewater from various parts of the City of Green Bay's metro area to NEW Water's wastewater treatment facility in Green Bay. This Project is also known as the *East River Interceptor Renewal Project (ERI)*. The sewer pipe will be rehabilitated by using cured-in-place pipe (CIPP) lining. Twelve manholes will be rehabilitated and 9,000 LF of sewers will be abandoned. Excavations will be limited due to the trenchless nature of the construction. The following municipalities will be served by this Project: City of Green Bay, Village of Allouez, and Village of Bellevue.

The construction contract includes an allowance in the amount of \$150,000.00 for "Community Impact," bid line-item number 40. For reimbursement of these costs, the following must be provided:

- a.) List of payments made and includes the following:
 - i. Residents name
 - ii. Calendar dates covered
 - iii. Address
 - iv. Amount requested for reimbursement
- b.) Hotel receipts

An additional project is being constructed concurrently, *Downtown Interceptors Rehab Project (DIRP)*. This project is ineligible for funding.

2. Ineligible Costs: The Municipality is funding \$407,643.14 of preliminary design costs. These costs have been identified as costs associated with DIRP.
3. Other Funding Sources for Eligible Costs: The Municipality is funding \$10,175.86 for preliminary design and \$0.61 for contingency.
4. Miscellaneous Costs: There are no miscellaneous costs included in the budget.
5. Contingency Allowance: The contingency allowance of \$592,597.39 is five percent of the amount of uncompleted construction work. The Municipality must obtain CME approval of change orders prior to requesting reimbursement.
6. Equipment Replacement Fund: The Municipality shall establish an equipment replacement fund according to s. NR 162.07, Wis. Adm. Code, and maintain the equipment replacement fund as a separate fund of the Municipality. The required minimum percentage shall be 5% resulting in a minimum balance of \$5,626,767.00. The Municipality has a maximum of three years from the first principal payment on the Loan to achieve the required minimum balance/percentage.
7. DBE Good Faith Effort: The Municipality met the good faith effort requirements by placing an ad soliciting for DBE participation and the prime contractor, Michels Trenchless, Inc. solicited for DBEs. The following DBEs are anticipated to perform work:
 - ANASA Traffic and Restoration Services, LLC, traffic control, \$75,000.00
 - Double D Landscape, LLC, restoration, \$60,000.00 and
 - Hard Rock Sawing & Drilling Specialist Co., sawcutting, \$32,960.00

8. Green Project Reserve: There are no Green Project Reserve Costs identified in this Project.
9. Build America, Buy America: This Project is subject to the Build America, Buy America requirements of Title IX of the Infrastructure Investment and Jobs Act, Public Law No. 117-58, §§ 70901-52. If this Project is exempt from Build America, Buy America requirements under a project specific or general applicability waiver, the Project is still subject to American Iron and Steel requirements of Section 608 of the Act.
10. Federal Single Audit: This Project is expected to be funded with federal funds and is subject to the Federal Single Audit requirements referenced in Section 5.24 of this FAA. If the Municipality receives more than \$1,000,000.00 of money that originated from any federal sources in a calendar year, then it must commission a Federal Single Audit as part of its regular financial audit. The Catalog of Federal Domestic Assistance number is 66.458 for wastewater project disbursements funded with federal money.

EXHIBIT G

LIST OF FEDERAL LAWS AND AUTHORITIES

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

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

Memorandum

TO: Commission
Nathan Qualls

FROM: Greg Ashauer

DATE: September 10, 2025

SUBJECT: Phone (Voice) System Replacement (Capital Improvement Plan)

Background

NEW Water's current phone (voice) communication system is nearly 15 years old and is due for full replacement. Aftermarket parts are becoming increasingly difficult to obtain. The current system reached end of life 5+ years ago.

Research began in Fall 2024 to replace NEW Water's phone system. Departmental meetings were held with the IT Manager to discuss challenges with the current system and opportunities with a new system. Vendors were provided with project specifications from the IT Manager during the vendor solicitation process. Four different solution vendors were considered during the engagement process. Three vendors were invited to do an on-site demonstration of their solution. One vendor presented a solution.

In June 2025, an on-site demonstration of the prospective system was held, with participation from NEW Water staff representing various departments. The Mitel solution from Marco Technologies was a unanimous choice amongst the staff. Marco is a reputable and current technology partner of NEW Water, located in Little Chute, WI, and headquartered in St. Cloud, MN.

Timeline: Kickoff for implementation of a new phone system is tentatively slated for Q4 2025, with completed implementation anticipated by the end of Q1 2026.

The attached phone system replacement proposal includes the cost for hardware, software, and professional labor (implementation) services.

Recommendation

NEW Water staff recommends the award of the phone system replacement to Marco Technologies and the Mitel solution.

Commission Action

Request Commission approval for the replacement of the current phone system and issue a purchase order payable to Marco Technologies in the amount of \$102,528.90 with a 10% contingency of \$10,252.89 administered under the authority of the Executive Director for a total amount of \$112,781.79.





August 26, 2025

PROPOSAL FOR

GREEN BAY METRO SEWERAGE DISTRICT

GREG ASHAUER

Prepared By:

Scott Pelishek

Technology Advisor

920-915-7728

scott.pelishek@marconet.com

Quote Number: 193911



Managed Services



Copiers & Printers



Audio Visual



Business IT Services



IT - On-Premise Voice (VOIP) -- GREEN BAY METRO SEWERAGE DISTRICT



Prepared by:

Marco - Little Chute

Scott Pelishek
920-915-7728
scott.pelishek@marconet.com

Prepared for:

GREEN BAY METRO SEWERAGE DISTRICT

2231 N QUINCY ST
GREEN BAY, WI 54307-9015
GREG ASHAUER
920.438.1010
gashauer@newwater.us

Ship To:

GREEN BAY METRO SEWERAGE DISTRICT

2231 N QUINCY ST
GREEN BAY, WI 54302-1248
GREG ASHAUER
920.438.1010
gashauer@newwater.us

Quote Information:

Quote #: 193911

Version: 5
Date Issued: 08/26/2025
Expiration Date: 08/29/2025
Special Pricing Program:
Sourcewell/NJPA

Base System - Products

Description	One-Time	Qty	Ext. One-Time
This quote is based on the Mitel Sourcewell contract #120122-MBS			
Primary Instance - Call Control and MiCollab			
MiVB SVI Bundle	\$275.00	1	\$275.00
Secondary Instance - Call Control			
MiVB SVI Bundle	\$275.00	1	\$275.00
User Licenses			
UCCv4.0 Entry User for MiVoice Bus x1	\$117.50	156	\$18,330.00
Dynamic Extension 30-pack for MiVB SMB	\$285.00	1	\$285.00
Analog Stations			
MiVoice Business License-SINGLE LINE EXT	\$38.47	120	\$4,616.40
AG4124 Universal (w/o AC cord)	\$535.80	2	\$1,071.60
AG4172 Universal (w/o AC cord)	\$1,536.15	1	\$1,536.15
ORTRONICS HIGH DENSITY MODULAR TELCO PATCH PANEL, 24-PORT, 8-POSITION, 1 RU	\$112.00	1	\$112.00
ORTRONICS HIGH DENSITY MODULAR TELCO PATCH PANEL, 48-PORT, 8-POSITION, 2 RU	\$221.00	2	\$442.00
25PR 5' MALE TO MALE CABLE	\$17.00	5	\$85.00



SCHEDULE A - SCHEDULE OF PRODUCTS TO PRODUCT AGREEMENT(S)

Phones			
6915 IP Phone V2	\$152.40	152	\$23,164.80
6920w IP Phone	\$243.00	3	\$729.00
Historical Reporting for 200 Extensions			
MiVoice Business Reporter Starter Pack	\$1,785.00	1	\$1,785.00
MiVoice Business Reporter Extension x50	\$183.75	3	\$551.25
3 Years Mitel Software Assurance and Marco Managed Voice			
SWA MiVBus UC Advantage 3y	\$3.86	2230	\$8,607.80
SWA MiVBus UC Advantage 3y	\$3.86	37	\$142.82
SWA MiVBus UC Advantage 3y	\$3.86	92	\$355.12
SWA MiVBus UC Advantage 3y	\$3.86	23	\$88.78
SWA MiCCBus Advantage 3y	\$3.09	391	\$1,208.19
Marco Managed Voice - Three (3) Year 8x5 Standard	\$11,214.00	1	\$11,214.00
Green Bay Gateway			
Mitel Standard Power Cord* - 125 V AC / 10 A - Black - IEC 60320 C13 - North America	\$10.07	3	\$30.21
MiVoice Business License - Digital Link	\$769.50	1	\$769.50
Mitel Standard Power Cord* - 125 V AC / 10 A - Black - IEC 60320 C13 - North America	\$10.07	1	\$10.07
4 Port FXO for EX Cont.	\$335.50	2	\$671.00
1 Port PRI for EX Cont.	\$521.89	1	\$521.89
DSP card for EX Cont.	\$341.71	1	\$341.71
EX Controller 4/60G	\$2,050.29	1	\$2,050.29
MiVBus Enterprise SW for 3300 (no users)	\$769.50	1	\$769.50
DePere Gateway			
SMBC rack mount kit	\$20.52	1	\$20.52



SCHEDULE A - SCHEDULE OF PRODUCTS TO PRODUCT AGREEMENT(S)

System Module 2 DSPX	\$245.10	1	\$245.10
SMBC Trunk card 4FXO	\$205.20	1	\$205.20
SMB Controller 8/38G	\$513.00	1	\$513.00
MiVB on SMB Controller	\$199.50	1	\$199.50
PWR CRD C7 2.5A 125V-NA PLUG NON POLRIZD	\$7.80	1	\$7.80

Subtotal: \$81,230.20

Products

Description	One-Time	Qty	Ext. One-Time
This quote is based on the Mitel Sourcewell contract #120122-MBS			
Mitel MiVoice 6970 IP Conference Station - Corded/Cordless - Bluetooth - VoIP - PoE Ports	\$450.24	5	\$2,251.20
Mitel Wall Mount for 69XX Phones	\$33.15	30	\$994.50

Subtotal: \$3,245.70

Base System - Professional Services Labor - Maintenance Customer Discounted Rates

Description	One-Time	Qty	Ext. One-Time
Marco Professional Services - Fixed Fee - Milestone 1 - Progress Billed Monthly	\$26,553.00	1	\$26,553.00

Subtotal: \$26,553.00

Mitel MiVoice Business-PSE

ABOUT THIS PROFESSIONAL SERVICES ENGAGEMENT

In addition to the Professional Service Engagement Agreement located at www.marconet.com/legal/business-it-product-agreements/professional-service-engagement-agreement, the following applies to this Professional Service Engagement:

ENGAGEMENT OVERVIEW - DESIRED GOALS AND OUTCOMES - CURRENT SITUATION

Current deployment: Iwatsu System Age 14 years. PRI and 4 pots lines at Green Bay. 3 pots lines at De Pere. Virtual environment at both locations with Hyper V.

Desired Outcome: Replace Iwatsu system with new Mitel MiVoice Business solution. Same trunking. New IP phones, Softphone application and 120 analog ports (Green Bay).

■ ENGINEERING - DESCRIPTION OF SERVICES AND DELIVERABLES

The following solution will be considered “in-scope” for the purposes of this engagement:

- Marco project manager will work with Customer to design a system database including dial plans, call flows, hunt groups, auto attendants and trunks.
 - Weekly meetings are included for up to 10 hours max.
 - 8 hours of design meetings are included.
- Marco will supply OVA/ISO files for the Mitel Linux based servers. Customer has a Hyper V virtual environment with data centers in Green Bay and DePere. Mitel Supports VMware and Hyper V.
 - Customer will create the following servers in Green Bay data center.
 - MiVoice Business SVI
 - MiContact Center Business reporter – Windows Server 2019/2022 dedicated instance (Customer supplied OS)
 - Customer will create the following servers in DePere data center.
 - MiVoice Business SVI
- Mitel 3300 Controllers
 - Customer to provide a 19” data rack to mount the new system in.
 - Customer to provide power to the location where the system will be installed.
 - Phone system to be in the phone room or a room that has adequate cabling to the phone room.
 - EX controller will be installed at Green Bay. SMB controller will be installed at DePere.
- Phones
 - Phones will be primarily programmed on Green Bay and resilient to DePere.
 - Phones will be programmed with key templates.
 - Customer will install/place the phones.
 - Note: New Mitel 69XX phones do not come with patch cords. Customer may order patch cords separately if required.
 - 30 wall mounts are included.
 - Note the customer uses park functionality.
- Analog Stations
 - Marco has included 120 total analog station ports via 1 - 72 port and 2 - 24 port ata's.
 - Customer to provide a 19" data rack to mount the new ATA's in. Including power and network connections.
 - Marco will program and install the new ATA's. Customer to provide static IP address on the voice vlan for the new ATA's.
 - Marco has included new amphenol cables and patch panels to terminate the system side analog ports on.
 - Marco has not included needed patch cables for the 120 patch panel ports to customer provided station side patch panel ports.
 - Customer to have the analog stations clearly labeled to patch in all analog ports in a centralized MDF.
- Trunks
 - Customer has PRI and analog trunks being delivered from Spectrum today.
 - Green Bay has 1 PRI and 4 pots lines.
 - DePere has 3 pots lines.
 - Customer will be keeping the same telco services.
 - Marco will connect the PRI and pots line to the new system at cutover.



- Overhead Paging
 - The current paging system is connected via analog trunk port at the Green Bay location. It's a multizone paging system.
 - Marco will reconnect the new phone system via analog trunk port.
 - Customer to contract with paging vendor as needed.
- E911
 - Customer must subscribe to E911 services with the Telephone company. This is to include DID's for each E911 location.
 - Customer to provide a list that shows the location of each telephone.
 - Marco will setup E911 for each location based on the Extension.
 - Marco has included 8 hours to perform E911 test calls. This includes documenting the E911 location and providing to customer.
- Dynamic Extension
 - Marco will setup Dynamic extension for up to 156 users.
- Music on hold
 - Customer to supply music on hold source.
- Embedded Voicemail
 - Marco will setup a voicemail box for each user on the voicemail. 156 total voicemail box licenses are included for users and auto attendants.
 - Marco will setup Unified messaging for each user in the embedded voicemail.
 - Marco will setup automated attendant.
 - Customer will need to setup an account to authenticate for unified messaging. This will require the email administrator to create.
- MiCollab
 - Server will be setup to authenticate users from active directory for applications.
 - Customer will need to fill in fields in Active Directory as needed.
 - Customer must supply an AD user to read information.
 - MiCollab Client
 - Customer must supply a SSL Certificate.
 - Customer must set up DNS.
 - Marco will setup MiCollab client for up to 156 users.
 - Mobile app is not included.
 - Softphone's
 - Marco has included setup for up 156 Softphones.
 - Customer to provide all headsets.
 - Marco will work with customer to deploy 2 clients.
 - Customer will be responsible for deploying remaining clients.
 - Customer will be using the softphone client on the internal network only. If they use it remotely it will be via vpn client.
 - Below are each of the Client requirements.

Table 9: MiCollab for PC Client Requirements

Component	Requirement	Version
Central Processing Unit (CPU)	2.0 GHz or faster	Dual core
Available Hard Disk Space	600 MB free hard disk space	
Random Access Memory (RAM)	8 GB or more recommended	
Operating System	Windows 10	32 or 64-bit
Thin Clients	Citrix XenApp and Citrix XenDesktop	7.14
	Remote Desktop Services (RDS) (desktop and application mode)	2012 and 2016 Server
	VMware View (desktop and application mode)	7.11

Note:

MiCollab for PC Client is supported on Windows 10 versions that are still supported by Microsoft. MiCollab for PC Client is NOT supported on Windows 10 Home and Education editions.

Table 10: MiCollab MAC Client Requirements

Component	Requirement	Version
Central Processing Unit (CPU)	1.6 GHz or faster	Dual core
Available Hard Disk Space	100 MB free hard disk space	
Random Access Memory (RAM)	8 GB or more recommended	
Operating System (OS)		MAC OS X 10.15 or later

-
-
- MiVoice Business Reporter design and implementation.
 - Business Reporter - Historical Reporting
 - Marco will install the call accounting software onto the customer provided Windows Server.
 - Marco will import all extensions and license up to 200 for call accounting.
- Training
 - Marco has included 8 hours of training.
 - Please see section below for training details.
 - Marco has included 2 hours of admin training from a Marco Voice Engineer.



- Phases
 - Marco has included a one phase cutover. If additional phases are needed they can be added on a billable basis.
- Travel
 - Project management and design will be performed remotely.
 - Engineer's time may be remote and/or onsite.
- Old PBX Removal
 - Marco has included removal of the old PBX system. This includes the following.
 - Removal of the old PBX system.
 - Customer to collect old desk phones and bring them to a central location.
 - Marco will arrange for disposal of the old PBX and desk phones.
- Post Cutover Support
 - Marco has included 1 day of onsite post cutover support. Subsequent support will be offered remotely.
- Customer is using a fiber network to support their voice and data routing between sites.
- Networking:
 - Unless specifically included in the Scope of work above, the customer is required to complete the configuration
 - Project related DNS entries
 - SSL Certificates
 - DHCP Scopes
 - Voice VLANs and required IP Subnets
 - LAN and WAN Quality of Service
 - Work with data circuit provider to ensure proper bandwidth and QoS markings
 - POE
- If Marco Data Network support is needed to configure VoIP Readiness or troubleshoot Audio Quality those services be billable outside of the project at \$250/hr.

Marco End User Training

If Marco training has been included with this project the following guidelines are followed.

- Available in half or full day increments.
- Available time will be used for:
 - Custom end user training material creation.
 - Onsite or remote training.
 - Remote training
 - Via Webex or similar collaboration
 - Setup time
 - Training end users
 - Onsite training
 - Travel
 - Setup time
 - Training end users
- Actual classes and subjects will be mutually agreed upon by Marco training specialist and Customer.
- Minimum participants in one training class is 3. Maximum 15.
- Admin Training is not covered in these courses.



911 Dialing

Marco pre-configures all telephone systems to directly initiate a call to 9-1-1. This means that users must dial 911 directly without dialing any additional digit, code, prefix, or post-fix, including any trunk-access code such as the digit "9". Client agrees to educate its users as to this method of dialing 911. The configuration also requires notification of all 911 calls to at least one local user. Client shall provide the local user who shall receive such notifications.

■ COORDINATION - DESCRIPTION OF SERVICES AND DELIVERABLES

The following tasks and deliverables for our Coordination Team will be considered "in-scope" for the purposes of this engagement:

- Ordering/tracking of product (if applicable)
- Technical resource assignment
- Technical resource scheduling
- Scheduling of internal kick off & customer kick off meetings
- Project plan / project task list build
- Project communication / project status updates
- Facilitation of change orders (if applicable)
- Project closure

■ CLIENT RESPONSIBILITIES

Design input, Network and Server requirements, IP phone placement, Telco and paging system vendor involvement.

■ SERVICES ASSUMPTIONS, EXCLUSIONS, AND NOTES

■ Discounts

Description	One-Time	Qty	Ext. One-Time
Marco - One-Time Product Discount	(\$8,500.00)	1	(\$8,500.00)

Subtotal: **(\$8,500.00)**



Quote Summary - One-Time Expenses

Description	Amount
Base System - Products	\$81,230.20
Products	\$3,245.70
Base System - Professional Services Labor - Maintenance Customer Discounted Rates	\$26,553.00
Discounts	(\$8,500.00)

Total: **\$102,528.90**

Payment Options

Description	Payments	Interval	Amount
One-Time Payment			
One-Time Payment	1	One-Time	\$102,528.90

Summary of Selected Payment Options

Description	Amount
One-Time Payment: One-Time Payment	



Approval

- Client represents that it has reviewed and agrees to be legally bound by this Schedule of Products.
- Client represents that it has reviewed and agrees to be legally bound by the Relationship Agreement, any Product Agreement(s) referred to herein, and applicable policy(ies) (“Terms and Conditions”) which are located at www.marconet.com/legal for the Products it is obtaining as identified in this Schedule of Products.
- If the parties have negotiated changes to the Terms and Conditions that have been reduced to writing and signed by both parties, the modified version(s) of such Terms and Conditions, that have not expired or been terminated, shall replace the online version(s).
- Client agrees to use electronic signatures, electronic communications, and electronic records to transact business under the above documents.
- The pricing above does not include taxes. Taxes, fees and surcharges shall be paid by Client and will be shown on invoices to Client.
- Payments made via credit card are subject to a 3% surcharge.
- A \$30 fee will be assessed for any returned payment

Marco Technologies, LLC

GREEN BAY METRO SEWERAGE DISTRICT

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Prepared for: GREG ASHAUER

 Signature: _____
 Signed by: _____
 Title: _____
 Date: _____
 PO Number: _____
 Email Address: _____

MARCO'S PROFESSIONAL SERVICES ENGAGEMENT AGREEMENT

This Professional Service Engagement Product Agreement ("PSE Agreement") is entered into by and between Marco Technologies, LLC ("Marco") and the legal entity identified in any Schedule of Products ("Client") for the services ("Services"), equipment and other goods (collectively, "Equipment"), and software ("Software") (collectively, "Products") that Marco will provide during the Term and Renewal Term of the Marco Relationship Agreement ("Agreement") between Marco and Client. This PSE Agreement is governed by and subject to the Agreement. Defined terms in the Agreement have the same meaning in this PSE Agreement unless otherwise expressly stated. By its signature, electronic or otherwise, to any Schedule of Products ("SOP") for such services, Client accepts and agrees that it is bound by the Agreement and this PSE Agreement.

Professional Service Engagement

Marco and Client agree to work together on a consultative basis to optimize the success of any Professional Service Engagement ("PSE"). The Parties will have the roles and responsibilities described below during this PSE Agreement. This PSE Agreement is valid through the expiration date on any SOP.

Any requested changes to this PSE Agreement will be addressed according to the Change Management process outlined below. Any work performed by Marco that is not listed in this PSE Agreement including work required to assist the Client with the completion of this PSE Agreement will be subject to the Change Management process described below. Marco shall not be responsible for any failure of equipment or network service resulting from any Client supplied equipment. Marco shall not be responsible for any delays that result from incomplete or inaccurate information supplied by the Client.

Engagement Overview

Desired goals and outcome and current state of Client's environment are stated on SOP(s) under Engagement Overview- Desired Goals and Outcomes – Current State.

Engineering

The Services that will be in-scope for the purposes of this engagement are stated on the SOP(s) under Engineering- Description of Services and Deliverables.

Coordination

The Services that will be in-scope for the purposes of the engagement are stated on the SOP(s) under Coordination - Description of Services and Deliverables.

Client responsibilities

Client will provide any and all access to all premises as needed by Marco to perform its responsibilities under this PSE Agreement. Any refusal or failure to provide access shall relieve Marco of its performance obligations and may require a Change Order for additional services to complete the work at a future time. Client will also provide a suitable work area for Marco personnel if work is completed on premises.

When and where applicable, Marco will configure remote access to the Client's network for post-installation remote support. Questions or concerns with Marco having this access should be communicated during the review of this PSE Agreement in order to discuss alternative methods of support. When remote access support is authorized, Marco will use this access whenever a support ticket is created.

Client shall be responsible for any additional responsibilities stated on the SOP under Client Responsibilities.

Services Assumptions and Exclusions

Any service assumptions or exclusions are stated on the SOP(s) under Service Assumptions, Exclusions, and Notes.

Change Management

Marco will review all changes that are requested by Client. As part of this review, Marco will prepare a Change Order that documents the requested change and, if applicable, any impact on the implementation schedule

and pricing. Changes requested can affect the implementation schedule and Services price quoted. As a result, Marco will not implement any change without a Change Order authorized by Client and accepted by Marco. Any changes or additions to any Professional Services Engagement will be priced according to the prevailing rate or if requested by the Client, separately quoted before the change or addition is made.

Completion Process

Once all tasks detailed in the Description of Services and Deliverables section(s) of the SOP have been completed, Marco will consider the project complete and the customer will be notified of project closure.

Termination

Marco, in an addition to any termination rights found in the Agreement, shall have the ability to terminate any PSE Agreement due to Client unresponsiveness or continued project delay that Marco considered excessive. Marco shall provide notice of its intent to terminate a PSE Agreement for the specific above reasons with at least sixty (60) days' notice. Client shall have the opportunity to consult with Marco about unresponsiveness or project delay during the first thirty (30) days following receipt of that notice to cure any issues identified.

Warranty and Returns

Equipment is covered by its respective manufacturer warranties. Please consult the warranty documentation that accompanies the product for details. Any charges from the manufacturer are the sole responsibility of the Client (including, but not limited to, shipping, travel and/or labor charges). Marco can provide assistance with the processing of these warranties for a processing fee. Warranty enhancements and other optional agreements are available for an additional fee at the time of purchase.

Upon receipt of merchandise, Client shall make sure specifications are correct before opening or marking merchandise. Marco's complete Return Policy is located at <https://www.marconet.com/policy-standards/baseline-return-policy>.

Payment Terms

Marco will invoice Client for equipment at the time of confirmed delivery to the designated Client site or with a signed acknowledgement for a "bill and hold". If Client requests Marco store purchased products until delivery Marco shall have the ability to invoice Client for storage in Marco's warehouse space. Rates invoiced for storage by Marco are at Marco's sole discretion and subject to change on a monthly basis. Marco shall not be required to provide Client with advance notice of any rate changes regarding fees for purchased equipment storage. A twenty-five percent (25%) down payment at time of order is required for orders totaling \$25,000.00 or more.

Professional Services Billing

Professional Services will be billed at the end of the month for the work completed during that month.

Effective: February 28, 2025

Memorandum

TO: Commission
Nathan Qualls

FROM: Lisa Sarau

DATE: September 10, 2025

SUBJECT: Authorized Representatives for Financial Assistance Forms

Background

Attached is a resolution updating the positions that are authorized to file financial assistance applications with the State of Wisconsin Environmental Improvement Fund, which includes the Clean Water Fund Program (CWFP). Due to recent changes in the organizational chart, the Project Manager position is being removed, and the Engineering Services Manager position is being added. With this adjustment, the authorized representatives will be the Engineering Services Manager, Director of Technical Services, and Executive Director.

In addition to financial assistance applications, the CWFP also requires Intent to Apply forms, Priority Evaluation and Ranking forms, and Loan Distribution Request forms to be signed by an authorized representative.

Recommendation

Staff recommend adoption of the resolution updating the authorized representatives for the State of Wisconsin Environmental Improvement Fund.

Commission Action

Request Commission approval to adopt the Resolution Authorized Representatives to File Applications for Financial Assistance from State of Wisconsin Environmental Improvement Fund.



RESOLUTION #25-008
By: Commission

AUTHORIZED REPRESENTATIVES TO FILE APPLICATIONS FOR
FINANCIAL ASSISTANCE FROM
STATE OF WISCONSIN ENVIRONMENTAL IMPROVEMENT FUND

WHEREAS, it is the desire of the Green Bay Metropolitan Sewerage District, Wisconsin, a municipal corporation, to file several applications for state financial assistance for its wastewater facilities under the Wisconsin Environmental Improvement Fund (ss. 281.58, 281.59, 281.60, and 281.61, Wis. Stats.);

WHEREAS, it is necessary to designate a representative for filing said applications;

BE IT THEREFORE RESOLVED by the Commission of the Green Bay Metropolitan Sewerage District that the Executive Director, Engineering Services Manager, and Director of Technical Services are hereby appointed as the authorized representatives for the Green Bay Metropolitan Sewerage District for the purpose of filing these applications, and that the representatives are further authorized and empowered to do all things necessary in connection with said applications.

Adopted the 24th day of September, 2025.

Green Bay Metropolitan Sewerage District
County of Brown, Wisconsin

Kathryn Hasselblad, Commission President

Attest:

Thomas Mainz, Commission Secretary

Date: September 24, 2025

Memorandum

TO: Commission
Nathan Qualls

FROM: Lisa Sarau

DATE: September 10, 2025

SUBJECT: Green Bay Facility Green Infrastructure Parking Lot Reconstruction Project #240009CO -
Contract Close Out and Final Payment

Background

The Commission awarded a construction contract for the Green Bay Facility Green Infrastructure Parking Lot Reconstruction Project #240009CO to Peters Concrete Co. in January of 2025. The contract cost was \$132,806.49 with a 10% contingency of \$13,280, for a total project amount of \$146,086.49. Work performed under this contract included the removal of existing asphalt pavement, construction of a new parking lot base with drain tile, and construction of asphalt pavement and permeable paver surface.

Peters Concrete Co. has completed all work in accordance with the contract documents and is ready for close out and final payment. Project costs can be summarized as follows:

Original Contract Amount:	\$ 132,806.49
Contract Amendments:	<u>\$ 5,854.52</u>
Total Contracted Amount:	\$ 138,661.01

Recommendation

Staff recommend Commission approval to close out the construction contract for the Green Bay Facility Green Infrastructure Parking Lot Reconstruction Project #240009CO and issue final payment to Peters Concrete Co. in the amount of \$138,661.01.

Commission Action

Request Commission approval to close out the construction contract for the Green Bay Facility Green Infrastructure Parking Lot Reconstruction Project #240009CO and issue final payment of \$138,661.01 to Peters Concrete Co.

Attachment: Final Monthly Construction Progress Report



Monthly Construction Progress Report

Project Name: GBF Green Infrastructure Parking Lot Reconstruction
 Project Number: 240009CO
 Report Number: 1
 Reporting Period: July 3, 2025 to September 10, 2025
 Project Manager: Rob Reinhart / Lisa Sarau

Contractor: Peters Concrete Co.			
Contract Cost		Contract Time	
	<u>Amount</u>		<u>Date</u>
Original Contract Sum:	\$132,806.49	Original Substantial Completion:	June 20, 2025
Net Change by Change Orders:	\$5,854.52	Original Contract Completion:	July 21, 2025
Contract Sum to Date:	\$138,661.01	Revised Substantial Completion:	July 31, 2025
Total Complete and Stored to Date:	\$138,661.01	Revised Final Completion:	August 21, 2025
Retainage:	\$0.00		
Total Earned Less Retainage:	\$138,661.01	Contract Milestones	
Previous Payments:	\$0.00	Do milestones apply? No	
Balance to Finish with Retainage:	\$138,661.01		

Contract Contingency

Authorized Amount: \$13,280 Amount Used: \$5,854.52

Work Progress

Contract Budget Spent: 0% Contract Work Completed: 100%

Work Accomplished During Reporting Period

On-site work for the parking lot reconstruction started on May 23, 2025. The project is complete. A change order was written to address additional excavation due to soft subgrade and a time extension for substantial and final completion.

Work Scheduled for Next Reporting Period

The project is complete. Final payment will be issued.

Outstanding Issues

None

Issues Resolved

None

Monthly Construction Progress Report

Project Name: East River Interceptor Renewal
 Project Number: 230003CO1
 Report Number: 3
 Reporting Period: August 14, 2025 to September 12, 2025
 Project Manager: Max McGuire

Contractor: Michels Trenchless			
Contract Cost		Contract Time	
	<u>Amount</u>		<u>Date</u>
Original Contract Sum:	\$11,851,948.00	Original Substantial Completion:	September 12, 2026
Net Change by Change Orders:	\$0.00	Original Contract Completion:	October 12, 2026
Contract Sum to Date:	\$11,851,948.00	Revised Substantial Completion:	
Total Complete and Stored to Date:	\$839,575.00	Revised Final Completion:	
Retainage:	\$83,957.50		
Total Earned Less Retainage:	\$755,617.50	Contract Milestones	
Previous Payments:	\$0.00	Do milestones apply?	No
Balance to Finish with Retainage:	\$11,012,373.00		

Contract Contingency

Authorized Amount: \$1,185,200 Amount Used: \$0

Work Progress

Contract Budget Spent: 7% Contract Work Completed: 7%

Work Accomplished During Reporting Period

The contractor continued to deliver materials and fuse pipes for the temporary conveyance system. The contractor also began excavating pits for the installation of the temporary conveyance pumps.

Work Scheduled for Next Reporting Period

Once the pumps have been set and the remaining piping is fused the contractor will test the temporary conveyance system. Before lining can begin, the contractor will clean and televise the East River Interceptor which is anticipated to extend into October 2025.

Outstanding Issues

None

Issues Resolved

None



Photo 1 – Temporary conveyance junction on the northwest side of N Monroe Avenue.



Photo 2 – Contractor excavating pit to set temporary conveyance pumps.

Monthly Construction Progress Report

Project Name: Downtown Interceptor Renewal Project
 Project Number: 230003CO2
 Report Number: 2
 Reporting Period: August 14, 2025 to September 12, 2025
 Project Manager: Max McGuire

Contractor: Engineering & Construction Innovations, Inc.			
Contract Cost		Contract Time	
	<u>Amount</u>		<u>Date</u>
Original Contract Sum:	\$16,392,987.00	Original Substantial Completion:	<u>September 25, 2026</u>
Net Change by Change Orders:	\$0.00	Original Contract Completion:	<u>October 25, 2026</u>
Contract Sum to Date:	<u>\$16,392,987.00</u>	Revised Substantial Completion:	
Total Complete and Stored to Date:	<u>\$209,964.00</u>	Revised Final Completion:	
Retainage:	<u>\$20,996.40</u>		
Total Earned Less Retainage:	<u>\$188,967.00</u>	Contract Milestones	
Previous Payments:	<u>\$0.00</u>	Do milestones apply?	No
Balance to Finish with Retainage:	<u>\$16,183,023.00</u>		

Contract Contingency

Authorized Amount: \$1,639,300 Amount Used: \$0

Work Progress

Contract Budget Spent: 1.3% Contract Work Completed: 2%

Work Accomplished During Reporting Period

The contractor has been working on submittals and shop drawings, preparing and ordering materials for the project. The contractor is wrapping up the cleaning of the East Fox River Interceptor, located below S. Adams Street, which stretches from E. Mason Street to Main Street. The contractor also began the LiDAR inspection of the EFR in preparation for the lining work.

Work Scheduled for Next Reporting Period

The contractor plans to complete the LiDAR inspection in late September. Upon completion of the LiDAR scans the contractor will begin fabricating the liners using the LiDAR information and prepare for the upcoming lining work.

Outstanding Issues

None

Issues Resolved

None



Photo 1 – Rag ball removed from the EFR interceptor.



Photo 2 – Calcium buildup in EFR interceptor prior to contractor cleaning efforts.

Monthly Construction Progress Report

Project Name: Thickening Improvements
 Project Number: 210031-CO
 Report Number: 2
 Reporting Period: April 23, 2025 – September 23, 2025
 Project Manager: Tyler Biese

Contractor: August Winter & Sons Inc.			
Contract Cost		Contract Time	
	<u>Amount</u>		<u>Date</u>
Original Contract Sum:	\$ 21,639,766.00	Original Substantial Completion:	February 29, 2028
Net Change by Change Orders:	\$ 0.00	Original Contract Completion:	May 29, 2028
Contract Sum to Date:	\$ 21,639,766.00	Revised Substantial Completion:	n/a
Total Complete and Stored to Date:	2,112,195.20	Revised Final Completion:	n/a
Retainage:	\$ 105,609.77		
Total Earned Less Retainage:	\$ 2,006,585.43	Contract Milestones	
Previous Payments:	\$ 0.00	Do milestones apply?	No
Balance to Finish with Retainage:	\$ 19,633,180.57	If yes, list:	

Contract Contingency

Authorized Amount: \$ 2,164,000 Amount Used: \$ 0.00

Work Progress

Contract Budget Spent: 10% Contract Work Completed: 10%

Work Accomplished During Reporting Period

The electrical contractor has continued to install electrical conduit from the electrical room to the new process equipment. Major process piping, valves, and air handling units are being stored on site. The contractor is installing piping and preparing the area where gravity belt thickener 4 will be installed. The team continues review of submittals, RFIs, shutdown requests, change order requests, payment applications and other project related documents

Work Scheduled for Next Reporting Period

Gravity belt thickener 4 (GBT #4) and associated control panel are expected on site near the end of September 2025. Construction efforts to prepare for the installation of GBT #4 will continue.

Outstanding Issues

None.

Issues Resolved

None.

Monthly Construction Progress Report

Project Name: DPF Pumping & Headworks Project
 Project Number: 220013-CO
 Report Number: 1
 Reporting Period: May 28, 2025 – September 23, 2025
 Project Manager: Tyler Biese

Contractor: Miron Construction			
Contract Cost		Contract Time	
	<u>Amount</u>		<u>Date</u>
Original Contract Sum:	\$ 20,135,586.00	Original Substantial Completion:	<u>September 30, 2027</u>
Net Change by Change Orders:	\$ 0.00	Original Contract Completion:	<u>December 10, 2027</u>
Contract Sum to Date:	<u>\$ 20,135,586.00</u>	Revised Substantial Completion:	<u>n/a</u>
Total Complete and Stored to Date:	\$ 0.00	Revised Final Completion:	<u>n/a</u>
Retainage:	\$ 0.00		
Total Earned Less Retainage:	\$ 0.00	Contract Milestones	
Previous Payments:	\$ 0.00	Do milestones apply?	No
Balance to Finish with Retainage:	<u>\$ 20,135,586.00</u>	If yes, list:	

Contract Contingency

Authorized Amount: \$ 2,014,000 Amount Used: \$ 0.00

Work Progress

Contract Budget Spent: 0% Contract Work Completed: 2%

Work Accomplished During Reporting Period

Notice to Proceed was executed on June 20, 2025, and the Preconstruction Conference was held on July 21, 2025. A web-based project management software system was set up to allow for review of submittals, RFIs, shutdown requests, change order requests, payment applications and other project related documents. Preliminary schedules and associated documentation have been developed. The contractor has started mobilizing equipment to the site.

Work Scheduled for Next Reporting Period

The contractor plans to install the bypass piping system required to bypass the preliminary treatment units. Demolition work is anticipated to start on the preliminary treatment units and grit handling equipment. Submittal review and equipment procurement activities will be ongoing.

Outstanding Issues

None.

Issues Resolved

None.

Memorandum

TO: Commission
Nathan Qualls

FROM: Beth Clausen

DATE: September 8, 2025

SUBJECT: Draft 2026 NEW Water Budget

Attached is the draft 2026 NEW Water budget for your consideration. The budget will be discussed at the September 24, 2025, Commission meeting. I plan to present the attached PowerPoint presentation titled “2026 Budget Workshop September 2025” to guide the discussion. The detailed draft 2026 Budget is also attached.

An overall summary of this second round of the draft budget is an increase in budgeted expenses of 10.2 percent over the 2025 budget. Operations and Maintenance (O&M) expenses have increased by 3.4 percent and capital expenditures have increased by 18.1 percent. It is proposed to utilize \$2 million in Plant Capital Replacement Reserve to offset annual capital project costs and help manage the cost impact to our customers.

I welcome any questions or comments you have on the proposed budget.

Attachment






Commission

2026 DRAFT Budget Workshop

September 24, 2025



Changes to 2026 Budget from August 27, 2025 Presentation

Total Net increase \$419K

- Net decreases in O&M expenses of (\$11K)
- Net increase in Annual Capital of \$490K
 - GBF: Misc Pumping & High Strength Waste \$1,300K
 - GBF: Hot Oil Economizer Replacement (\$740K)
 - Green Infrastructure – East River Lift Station (\$70K)
- Net decrease in Debt Service of (\$60K)
- Increase Use of Plant Cost Recovery Reserve \$200K

2026 Revenue

Budget Categories	2025 Budget	2026 Budget	% Change
Municipal User Fees	\$ 45,970,269	\$ 49,022,339	6.6%
Mill User Fees and Direct Charges	\$ 2,963,050	\$ 3,051,323	3.0%
Mill Capital Charges	\$ 2,112,463	\$ 2,406,886	13.9%
Other Revenues	\$ 1,324,346	\$ 1,358,017	2.5%
ICR and Debt Reserve Transfers	\$ 1,218,864	\$ 1,221,069	0.2%
Contribution (TO)/FROM Capital Reserve	\$ -	\$ 2,000,000	0.0%
Total Revenues	\$ 53,588,992	\$ 59,059,634	10.2%

Municipal User Fees are 83% of Total Revenues

Municipal Rate Comparison

Capital Charge included in Parameter Rate (Fully loaded rates)

Parameter	2025 Budget	2026 Budget	% Change
Volume (1,000 gals)	\$ 1.29313	\$ 1.45530	12.5%
Biochemical Oxygen Demand (lbs)	\$ 0.58524	\$ 0.60923	4.1%
Suspended Solids (lbs)	\$ 0.60936	\$ 0.61619	1.1%
Phosphorus (lbs)	\$ 2.69000	\$ 2.92465	8.7%
Total Kjeldahl Nitrogen (lbs)	\$ 1.07094	\$ 1.12848	5.4%

Capital Charge NOT included in Parameter Rate (Billed rates)

Parameter	2025 Budget	2026 Budget	% Change
Volume (1,000 gals)	\$ 0.72877	\$ 0.80726	10.8%
Biochemical Oxygen Demand (lbs)	\$ 0.30578	\$ 0.30617	0.1%
Suspended Solids (lbs)	\$ 0.32944	\$ 0.32081	-2.6%
Phosphorus (lbs)	\$ 1.34133	\$ 1.41054	5.2%
Total Kjeldahl Nitrogen (lbs)	\$ 0.51682	\$ 0.52187	1.0%

Capital Charge	\$ 21,292,745	\$ 23,491,825	10.33%
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Capital Charge Breakdown

Customer	2025 Budget	2026 Budget	% Change
Municipal	\$ 21,292,745	\$ 23,491,825	10.3%
P&G	\$ 1,191,157	\$ 1,357,174	13.9%
GBP	\$ 921,306	\$ 1,049,712	13.9%
Total	\$ 23,405,208	\$ 25,898,711	10.7%

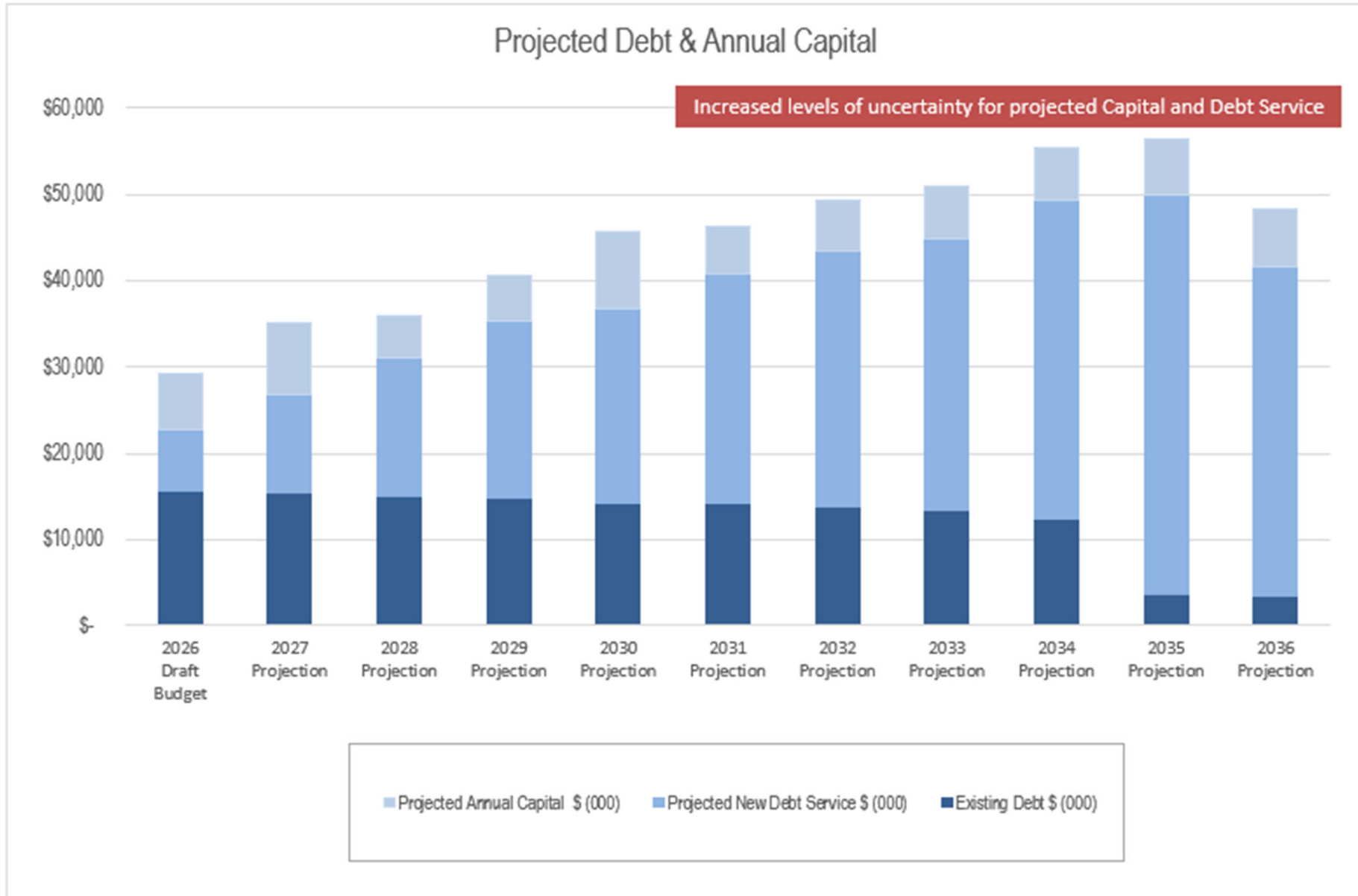
2026 DRAFT Budget Summary

2026 DRAFT Budget compared to 2025 Budget	Percentage
TOTAL Expenses increased	10.2% *
Capital Expenses increased	18.1%
O&M Expenses increased	3.4%
Municipal User Fees increased	6.6%
Note: A portion of the Interceptor Debt Service was offset through the use of ICR Reserves	
*\$2M use of Plant Capital Replacement Reserves to stabilize rates between 5.5%-7%	

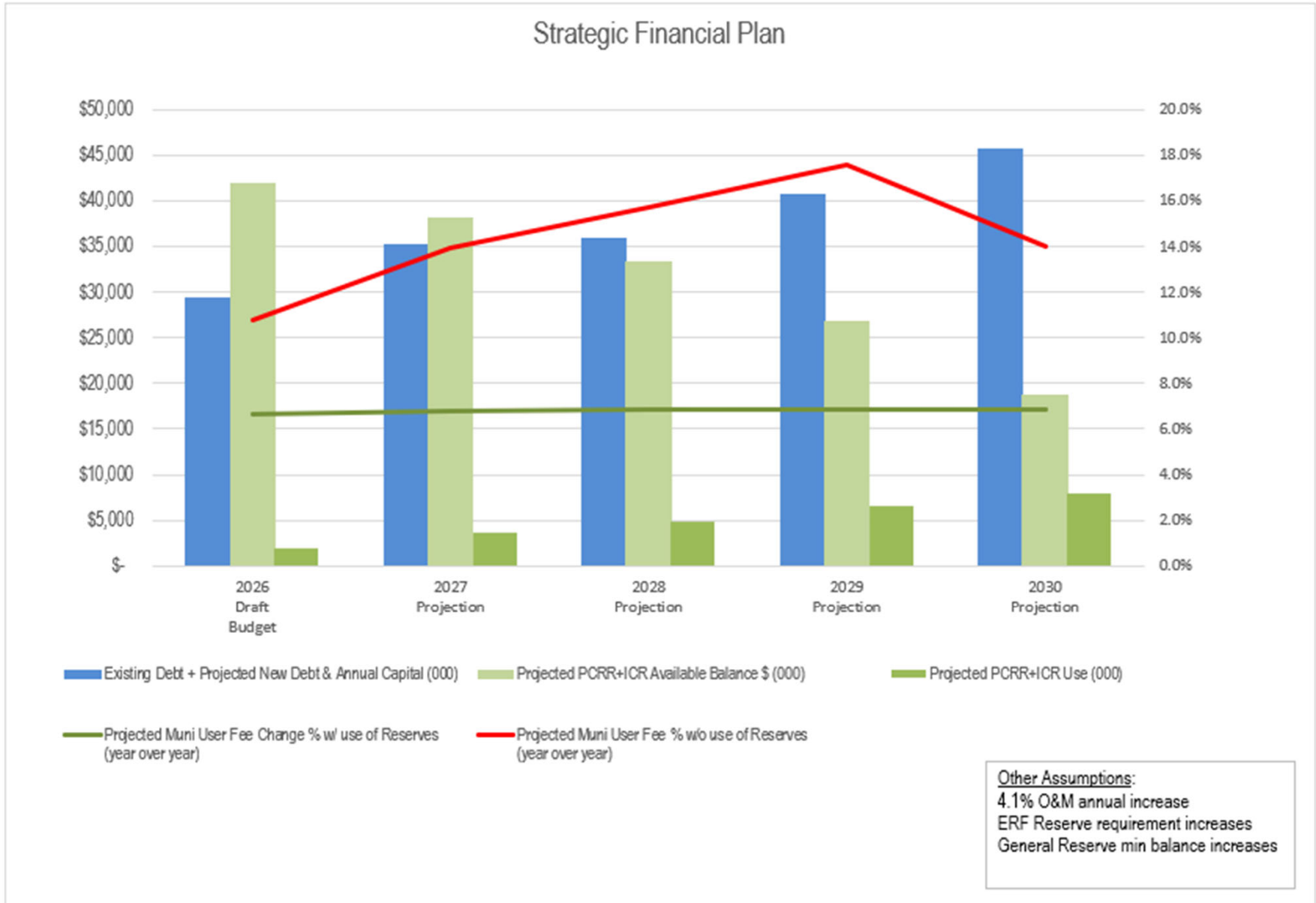
Strategic Financial Planning



Strategic Financial Planning



Strategic Financial Planning





Cost Effectiveness

NEW Water ensures operational efficiencies through continuous improvement, asset management, capital improvement planning, and risk management.

As we strive to be a utility of the future, we will incorporate principles of sustainability into our approach to financial and environmental stewardship, as we continue to provide an essential service to protect public health for the community we serve.

Next Steps

- Budget update on *October 22*
- Customer meeting(s)
- Budget hearing and adoption on *December 3*
- Customer notification



2026 DRAFT Budget
September Workshop

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2026 Budget

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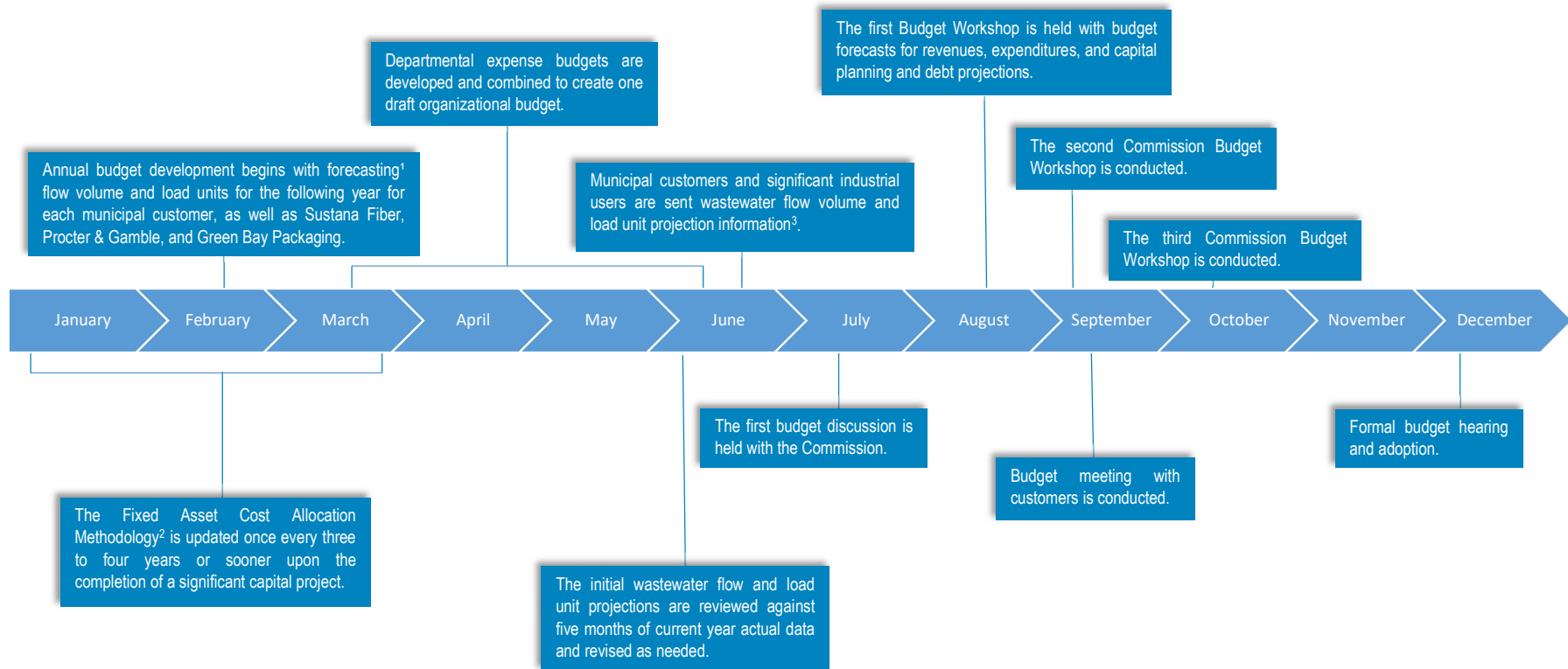
Message from the Executive Director

Under Development



Nathan Qualls, P.E.
Executive Director
NEW Water

Budget Calendar



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

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

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

Summary of Revenue & Expenses

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

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

		2024 Budget	2024 Actual	2025 Budget	2026 Budget	% of Overall Expenses	2026 Budget Favorable/ (Unfavorable) Variance	% Variance
Revenues	Municipal User Fees ¹	\$ 43,590,078	\$ 44,182,080	\$ 45,970,269	\$ 49,022,339	83.0%	\$ 3,052,071	6.6%
	P&G User Fees	1,686,011	1,835,953	1,735,887	1,743,637	3.0%	7,750	0.4%
	GBP User Fees	1,216,094	1,120,835	870,820	962,222	1.6%	91,402	10.5%
	Mill Direct Allocation Charges (Year-End)	302,693	329,870	356,343	345,464	0.6%	(10,879)	-3.1%
	P&G Capital Charges	1,410,763	1,410,763	1,191,157	1,357,174	2.3%	166,017	13.9%
	GBP Capital Charges	905,340	905,340	921,306	1,049,712	1.8%	128,406	13.9%
	General Reserve Interest	25,076	122,787	25,076	25,076	0.0%	-	0.0%
	Other Revenues	1,270,921	1,337,864	1,324,346	1,358,017	2.3%	33,671	2.5%
	Total Revenues	\$ 50,406,977	\$ 51,245,492	\$ 52,395,203	\$ 55,863,641	94.6%	\$ 3,468,438	6.6%
	DEBT and ICR Reserve Transfers	1,212,897	1,212,897	1,218,864	1,221,069	2.1%	2,205	0.2%
Contribution (TO)/FROM Capital Reserve	-	(2,486,515)	-	2,000,000	3.4%	2,000,000	3.4%	
General Reserve Interest Offset	(25,076)	(122,787)	(25,076)	(25,076)	0.0%	(0)	0.0%	
	\$ 1,187,821	\$ (1,396,405)	\$ 1,193,789	\$ 3,195,993	5.4%	\$ 2,002,205	167.7%	
	\$ 51,594,798	\$ 49,849,087	\$ 53,588,992	\$ 59,059,634	100.0%	\$ 5,470,643	10.2%	
Expenses	Salaries & Benefits	13,364,548	13,024,315	13,699,999	14,273,570	24.2%	(573,571)	-4.2%
	Power	2,137,659	2,246,462	2,444,096	2,355,253	4.0%	88,843	3.6%
	Contracted Services	4,125,618	3,478,720	4,032,590	4,359,536	7.4%	(326,946)	-8.1%
	Maintenance & Repairs	2,990,765	2,402,904	2,558,195	2,520,374	4.3%	37,821	1.5%
	Chemicals	1,550,805	1,824,830	1,858,221	1,701,314	2.9%	156,907	8.4%
	Natural Gas & Fuel Oil	709,389	854,941	719,442	803,611	1.4%	(84,169)	-11.7%
	Solid Waste Disposal	460,750	244,483	384,893	366,899	0.6%	17,994	4.7%
	Interceptor System ²	678,793	260,010	771,731	1,025,794	1.7%	(254,063)	-32.9%
	Information Technology & Administrative	1,024,608	998,026	1,010,086	1,023,590	1.7%	(13,505)	-1.3%
	Insurance	541,044	536,230	564,569	594,800	1.0%	(30,231)	-5.4%
	Supplies	260,297	264,229	269,103	279,503	0.5%	(10,400)	-3.9%
	Employee Training & Development	167,184	143,415	193,179	189,179	0.3%	4,000	2.1%
	Travel and Meetings	104,111	80,512	113,056	105,801	0.2%	7,255	6.4%
	DNR Environmental Fees	166,706	177,488	192,649	187,520	0.3%	5,129	2.7%
	Total O & M Expenses	\$ 28,282,276	\$ 26,536,565	\$ 28,811,808	\$ 29,786,743	50.4%	\$ (974,935)	-3.4%
	Debt Service ³	18,065,522	18,065,522	20,947,184	22,760,391	38.5%	(1,813,208)	-8.7%
	Annual Capital	5,247,000	5,247,000	3,830,000	6,512,500	11.0%	(2,682,500)	-70.0%
	Total Debt Service, Annual Capital & Rate Stabilization	\$ 23,312,522	\$ 23,312,522	\$ 24,777,184	\$ 29,272,891	49.6%	\$ (4,495,708)	-18.1%
	Total Expenses	\$ 51,594,798	\$ 49,849,087	\$ 53,588,992	\$ 59,059,634	100.0%	\$ (5,470,642)	-10.2%

Notes:

¹ Municipal User Fees equal municipal customers plus Sustana Fiber.

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

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

Summary of Revenues & Expenses Legend

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

Municipal, Total Mills, & Sustana Fiber Rate Comparison

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

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

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

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

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

Municipal Operation and Maintenance Rate Comparison						
Parameter	COS Title	Units	2025 COS Rate (Sustana Adjusted)	2026 COS Rate (Sustana Adjusted)	2026 Budget Comparison with 2025 Adopted Budget	2026 Budget Comparison with 2025 Adopted Budget % Change
Volume (1,000 GALS)	Flow	kgals	\$0.72877	\$0.80726	\$0.0785	10.77%
Biochemical Oxygen Demand (LBS)	BOD	lbs	\$0.30578	\$0.30617	\$0.0004	0.13%
Suspended Solids (LBS)	TSS	lbs	\$0.32944	\$0.32081	(\$0.0086)	-2.62%
Phosphorus (LBS)	PHOS	lbs	\$1.34133	\$1.41054	\$0.0692	5.16%
Total Kjeldahl Nitrogen (LBS)	TKN	lbs	\$0.51682	\$0.52187	\$0.0051	0.98%
Total Mills (P&G and GBP) Operation and Maintenance Rate Comparison ¹						
Parameter	COS Title	Units	2025 COS Rate (Sustana Adjusted)	2026 COS Rate (Sustana Adjusted)	2026 Budget Comparison with 2025 Adopted Budget	2026 Budget Comparison with 2025 Adopted Budget % Change
Volume (1,000 GALS)	Flow	kgals	\$0.54062	\$0.58100	\$0.0404	7.47%
Biochemical Oxygen Demand (LBS)	BOD	lbs	\$0.30019	\$0.30081	\$0.0006	0.21%
Suspended Solids (LBS)	TSS	lbs	\$0.32570	\$0.31733	(\$0.0084)	-2.57%
Phosphorus (LBS)	PHOS	lbs	\$1.32872	\$1.39783	\$0.0691	5.20%
Total Kjeldahl Nitrogen (LBS)	TKN	lbs	\$0.50565	\$0.51099	\$0.0053	1.06%
Sustana Fiber Operation and Maintenance Rate Comparison ^{2,3}						
Parameter	COS Title	Units	2025 COS Rate (Sustana Adjusted)	2026 COS Rate (Sustana Adjusted)	2026 Budget Comparison with 2025 Adopted Budget	2026 Budget Comparison with 2025 Adopted Budget % Change
Volume (1,000 GALS)	Flow	kgals	\$0.55205	\$0.59259	\$0.0405	7.34%
Biochemical Oxygen Demand (LBS)	BOD	lbs	\$0.29280	\$0.29302	\$0.0002	0.08%
Suspended Solids (LBS)	TSS	lbs	\$0.31594	\$0.30750	(\$0.0084)	-2.67%
Phosphorus (LBS)	PHOS	lbs	\$1.28500	\$1.35049	\$0.0655	5.10%
Total Kjeldahl Nitrogen (LBS)	TKN	lbs	\$0.49543	\$0.49991	\$0.0045	0.90%

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

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

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

Flow & Load Projections

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

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

	VOLUME		BOD		TSS		PHOS		TKN		Capital Charge		TOTAL AMOUNT
	1,000 Gallons	Amount	Pounds	Amount	Pounds	Amount	Pounds	Amount	Pounds	Amount	Allocation	Amount	
City of Green Bay	4,773,878	\$ 3,853,767	8,840,280	\$ 2,706,641	8,560,308	\$ 2,746,220	216,564	\$ 305,472	1,457,640	\$ 760,702	40.50%	\$ 9,513,394	\$ 19,886,196
City of De Pere	1,354,254	1,093,237	3,369,828	1,031,745	1,369,044	439,201	18,528	26,134	243,528	127,091	10.55%	2,479,015	5,196,423
Sustana Fiber	255,700	151,526	1,262,300	369,883	459,341	141,248	21,907	29,585	120,000	59,989	3.36%	789,891	1,542,122
Village of Allouez	705,000	569,119	905,000	277,085	1,080,000	346,473	22,500	31,737	166,000	86,631	5.04%	1,184,905	2,495,951
Village of Ashwaubenon	1,377,000	1,111,599	3,141,132	961,725	2,784,408	893,262	66,756	94,162	358,860	187,279	12.71%	2,985,502	6,233,528
Village of Bellevue	758,076	611,965	1,124,892	344,410	1,066,752	342,223	27,324	38,542	215,424	112,424	5.62%	1,319,311	2,768,875
Village of Hobart	268,170	216,483	468,312	143,384	470,593	150,970	10,796	15,228	92,031	48,028	2.24%	526,885	1,100,979
Village of Howard	918,822	741,729	1,800,000	551,109	4,400,000	1,411,557	34,044	48,020	374,544	195,464	11.58%	2,719,347	5,667,227
Village of Luxemburg	114,278	92,252	33,708	10,320	38,952	12,496	2,043	2,882	17,500	9,133	0.47%	109,486	236,570
Village of Pulaski	189,440	152,928	68,712	21,038	54,264	17,408	6,468	9,123	36,852	19,232	0.82%	191,764	411,493
Village of Suamico	215,419	173,899	683,148	209,160	477,420	153,160	13,800	19,465	76,944	40,155	2.36%	555,220	1,151,061
Town of Ledgeview Sanitary District #2	222,000	179,212	375,000	114,814	388,644	124,680	10,440	14,726	86,500	45,142	1.88%	440,586	919,161
Town of Lawrence - Utility District	145,000	117,053	317,784	97,296	404,000	129,607	7,620	10,748	62,844	32,797	1.53%	359,264	746,765
Pittsfield Sanitary District	13,861	11,189	20,645	6,321	26,030	8,351	544	767	4,335	2,262	0.11%	26,381	55,272
Scott Municipal Utility	132,066	106,612	172,212	52,726	207,672	66,623	4,236	5,975	32,784	17,109	0.96%	225,416	474,461
Dyckesville Sanitary District	28,415	22,938	55,819	17,090	70,378	22,578	1,472	2,076	11,721	6,117	0.28%	65,457	136,257
Total Municipal	11,471,379	\$ 9,205,510	22,638,772	\$ 6,914,748	21,857,806	\$ 7,006,057	465,042	\$ 654,644	3,357,507	\$ 1,749,555	100%	\$ 23,491,825	\$ 49,022,339
Procter & Gamble	1,700,000	\$ 987,703	534,650	\$ 160,827	1,818,491	\$ 577,059	1,000	\$ 1,398	32,583	\$ 16,649	*		\$ 1,743,637
Green Bay Packaging	760,000	441,561	600,000	180,485	650,000	206,264	30,000	41,935	180,000	91,978	*		962,222
Total Mill	2,460,000	\$ 1,429,265	1,134,650	\$ 341,311	2,468,491	\$ 783,323	31,000	\$ 43,333	212,583	\$ 108,627			\$ 2,705,859
Grand Total													
Units	13,931,379		23,773,422		24,326,297		496,042		3,570,090				
Costs		\$ 10,634,775		\$ 7,256,059		\$ 7,789,380		\$ 697,976		\$ 1,858,182		\$ 23,491,825	\$ 51,728,198

User Fees by Source

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

	2026 Budget	2025 Budget	2024 Actual	2023 Actual	2022 Actual
City of Green Bay	\$19,886,196	\$19,081,379	\$18,251,480	\$16,994,630	\$16,439,651
City of De Pere	5,196,423	5,164,054	5,754,815	5,324,817	5,317,287
Sustana Fiber	1,542,122	1,449,712	727,408	814,066	1,125,290
Village of Allouez	2,495,951	2,337,713	2,158,686	2,044,511	1,978,998
Village of Ashwaubenon	6,233,528	5,805,755	5,623,415	5,096,243	4,911,391
Village of Bellevue	2,768,875	2,669,211	2,468,486	2,230,461	2,057,014
Village of Hobart	1,100,979	1,034,618	961,424	938,316	851,240
Village of Howard	5,667,227	4,536,986	4,503,573	3,700,297	4,038,865
Village of Luxemburg	236,570	209,193	195,490	396,297	240,290
Village of Pulaski	411,493	380,873	317,441	289,315	278,780
Village of Suamico	1,151,061	1,045,518	1,054,908	992,853	949,780
Town of Ledgeview Sanitary District #2	919,161	818,763	765,904	709,302	648,339
Town of Lawrence - Utility District	746,765	798,819	741,423	773,913	711,900
Pittsfield Sanitary District	55,272	52,778	51,195	49,029	42,627
Scott Municipal Utility	474,461	456,574	422,534	411,347	388,933
Dyckesville Sanitary District	136,257	128,323	126,364	120,441	111,549
Total Municipal	\$49,022,339	\$45,970,269	\$44,124,546	\$40,885,838	\$40,091,934
Green Bay Packaging	\$962,222	870,820	1,120,835	1,992,668	1,607,422
Procter & Gamble	1,743,637	1,735,887	1,835,953	1,635,254	1,898,398
Total Mill	\$2,705,859	\$2,606,707	\$2,956,788	\$3,627,922	\$3,505,820
Total User Fees	\$51,728,198	\$48,576,975	\$47,081,334	\$44,513,760	\$43,597,754

Municipal Cost of Service

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

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

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

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

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

	Total	VOLUME	BOD	TSS	PHOS	TKN	Capital Charge
Unit Value		1,000 gal	pounds	pounds	pounds	pounds	N/A
Units		11,471,379	22,638,772	21,857,806	465,042	3,357,507	N/A
Cost of Service - Municipal							
Operating Cost	\$ 25,530,514	\$ 9,205,510	\$ 6,914,748	\$ 7,006,057	\$ 654,644	\$ 1,749,555	\$ -
Capital Cost	23,491,825	\$ -	\$ -	\$ -	\$ -	\$ -	23,491,825
Total Cost	\$ 49,022,339	\$ 9,205,510	\$ 6,914,748	\$ 7,006,057	\$ 654,644	\$ 1,749,555	\$ 23,491,825
Unit Operating Cost		\$0.80248	\$0.30544	\$0.32053	\$1.40771	\$0.52109	
Unit Capital Cost		\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000	
Unit Combined Cost		\$0.80248	\$0.30544	\$0.32053	\$1.40771	\$0.52109	
Sustana Adjustment		\$0.00479	\$0.00073	\$0.00028	\$0.00283	\$0.00079	
Adjusted Unit Combined Cost		\$0.80726	\$0.30617	\$0.32081	\$1.41054	\$0.52187	

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

Municipal Budget Rate History					
Year	VOLUME	BOD	TSS	PHOS	TKN
2026	\$0.80726	\$0.30617	\$0.32081	\$1.41054	\$0.52187
2025	\$0.72877	\$0.30578	\$0.32944	\$1.34133	\$0.51682
2024	\$0.72145	\$0.30504	\$0.31258	\$1.25554	\$0.53014
2023	\$0.74231	\$0.33401	\$0.37324	\$2.01844	\$0.59012
2022	\$0.70624	\$0.31254	\$0.33888	\$1.91281	\$0.54775

Total Mills Cost of Service

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

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

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

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

	Total	VOLUME	BOD	TSS	PHOS	TKN	Capital Charge	Direct Charges
Unit Value		1,000 gal	pounds	pounds	pounds	pounds	N/A	N/A
Units		2,460,000	1,134,650	2,468,491	31,000	212,583	N/A	N/A
Cost of Service - Total Mills								
Operating Cost	\$2,705,859	\$1,429,265	\$341,311	\$783,323	\$43,333	\$108,627	\$0	0
Capital Cost	2,406,886	0	0	0	0	0	2,406,886	0
Direct Charges	289,433	0	0	0	0	0	0	289,433
Credits	(172,013)	0	0	0	0	0	0	(172,013)
Total Cost	\$5,230,165	\$1,429,265	\$341,311	\$783,323	\$43,333	\$108,627	\$2,406,886	\$117,420
Unit Cost		\$0.58100	\$0.30081	\$0.31733	\$1.39783	\$0.51099		

Total Mill Budget Rate History						
Year	VOLUME	BOD	TSS	PHOS	TKN	
2026	\$0.58100	\$0.30081	\$0.31733	\$1.39783	\$0.51099	
2025	\$0.54062	\$0.30019	\$0.32570	\$1.32872	\$0.50565	
2024	\$0.53741	\$0.29792	\$0.30786	\$1.23997	\$0.51622	
2023	\$0.51689	\$0.26526	\$0.27744	\$1.67370	\$0.53359	
2022	\$0.46443	\$0.24250	\$0.24807	\$1.60909	\$0.47977	

Procter & Gamble Cost of Service

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

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

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

	Total	VOLUME	BOD	TSS	PHOS	TKN	Capital Charge	Direct Charges
Unit Value		1,000 gal	pounds	pounds	pounds	pounds	N/A	N/A
Units		1,700,000	534,650	1,818,491	1,000	32,583	N/A	N/A
Cost of Service - P&G								
Operating Cost	\$1,743,637	\$987,703	\$160,827	\$577,059	\$1,398	\$16,649	\$0	0
Capital Cost ¹	1,357,174	0	0	0	0	0	1,357,174	0
Direct Charges	58,212	0	0	0	0	0	0	58,212
Total Cost	\$3,159,022	\$987,703	\$160,827	\$577,059	\$1,398	\$16,649	\$1,357,174	\$58,212
Unit Cost		\$0.58100	\$0.30081	\$0.31733	\$1.39783	\$0.51099		

¹ Capital Charges invoiced semi-annually

Procter & Gamble Budget Rate History						
Year	VOLUME	BOD	TSS	PHOS	TKN	
2026	\$0.58100	\$0.30081	\$0.31733	\$1.39783	\$0.51099	
2025	\$0.54062	\$0.30019	\$0.32570	\$1.32872	\$0.50565	
2024	\$0.53741	\$0.29792	\$0.30786	\$1.23997	\$0.51622	
2023	\$0.51689	\$0.26526	\$0.27744	\$1.67370	\$0.53359	
2022	\$0.46443	\$0.24250	\$0.24807	\$1.60909	\$0.47977	

Green Bay Packaging Cost of Service

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

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

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

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

	Total	VOLUME	BOD	TSS	PHOS	TKN	Capital Charge	Direct Charges
Unit Value		1,000 gal	pounds	pounds	pounds	pounds	N/A	N/A
Units		760,000	600,000	650,000	30,000	180,000	N/A	N/A
Cost of Service - GBP								
Operating Cost	\$962,222	\$441,561	\$180,485	\$206,264	\$41,935	\$91,978	\$0	0
Capital Cost ¹	1,049,712	0	0	0	0	0	1,049,712	0
Direct Charges	231,221	0	0	0	0	0	0	231,221
Credits	(172,013)	0	0	0	0	0	0	(172,013)
Total Cost	\$2,071,142	\$441,561	\$180,485	\$206,264	\$41,935	\$91,978	\$1,049,712	\$59,208
Unit Cost		\$0.58100	\$0.30081	\$0.31733	\$1.39783	\$0.51099		

¹ Capital Charges invoiced annually

Green Bay Packaging Budget Rate History						
Year	VOLUME	BOD	TSS	PHOS	TKN	
2026	\$0.58100	\$0.30081	\$0.31733	\$1.39783	\$0.51099	
2025	\$0.54062	\$0.30019	\$0.32570	\$1.32872	\$0.50565	
2024	\$0.53741	\$0.29792	\$0.30786	\$1.23997	\$0.51622	
2023	\$0.51689	\$0.26526	\$0.27744	\$1.67370	\$0.53359	
2022	\$0.46443	\$0.24250	\$0.24807	\$1.60909	\$0.47977	

Sustana Fiber Cost of Service

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

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

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

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

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

	Total	VOLUME	BOD	TSS	PHOS	TKN	Capital Charge ¹	Direct Charges
Unit Value		1,000 gal	pounds	pounds	pounds	pounds	N/A	N/A
Units		255,700	1,262,300	459,341	21,907	120,000	N/A	N/A
Cost of Service - SF								
Operating Cost	\$831,349	\$205,193	\$385,555	\$147,232	\$30,839	\$62,531	\$0	0
Capital Cost ¹	789,891	0	0	0	0	0	789,891	0
Subtotal Cost of Service	\$1,621,240	\$205,193	\$385,555	\$147,232	\$30,839	\$62,531	\$789,891	0
Direct Charges	\$56,031	\$0	\$0	\$0	\$0	\$0	\$0	56,031
Less SF Adjustment	(79,118)	(53,667)	(15,671)	(5,984)	(1,253)	(2,542)	0	0
Total Cost	\$1,598,153	\$151,526	\$369,883	\$141,248	\$29,585	\$59,989	\$789,891	\$56,031
Unit Cost		\$0.80248	\$0.30544	\$0.32053	\$1.40771	\$0.52109		
SF Adjustment		(\$0.20988)	(\$0.01242)	(\$0.01303)	(\$0.05722)	(\$0.02118)		
Unit Cost (with SF Adjustment)		\$0.59259	\$0.29302	\$0.30750	\$1.35049	\$0.49991		

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

Sustana Fiber Budget Rate History					
Year	VOLUME	BOD	TSS	PHOS	TKN
2026	\$0.59259	\$0.29302	\$0.30750	\$1.35049	\$0.49991
2025	\$0.55205	\$0.29280	\$0.31594	\$1.28500	\$0.49543
2024	\$0.53100	\$0.29096	\$0.29870	\$1.19867	\$0.50660
2023	\$0.55810	\$0.32032	\$0.35947	\$1.93358	\$0.56360
2022	\$0.48341	\$0.30142	\$0.32798	\$1.84073	\$0.52557

Allocation of Capital and Debt Service Costs

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

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

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

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

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

Allocation of Capital and Debt Service Costs

Debt Service	FY2026	Allocations ¹		
		Municipal	Green Bay Packaging	P&G
Debt Service - Municipal Only				
4198-29 Phase 2 Interceptor Rehabilitation	215,847	215,847	0	0
4198-45 DPF East Service Area Interceptor Rehabilitation	186,473	186,473	0	0
East Bayshore Lift Stations - Rehabilitation (260)	52,108	52,108	0	0
East River Lift Station - Upsizing & Force Main (401)	299,829	299,829	0	0
ERI Interceptor Rehabilitation (313) CWFL	908,782	908,782	0	0
Other General Obligation Debt				
2008 General Obligation - Re-issued March 2018	491,907	491,907	0	0
FRC & EFR Interceptor Rehabilitation (313) - GO Bond	1,331,830	1,331,830	0	0
Total Debt Service - Municipal Only	\$3,486,776	\$3,486,776	\$0	\$0
Debt Service - Common to All				
4198-24 GBF Electrical Generation Facility Project	207,925	186,771	9,226	11,928
4198-25 GBF RAS/WAS Improvements	661,562	594,257	29,354	37,951
4198-32 GBF Administration & Maintenance Building HVAC Replacement	206,037	185,076	9,142	11,820
4198-35 Combined Treatment Facilities Projects (Solids, Ferric Chloride, Gate Replacement, Bar Screens, M&C WAS)	299,945	269,430	13,309	17,207
4198-37 Consolidation/Conveyance Project (Chemical Feed Building)	878,892	789,477	38,997	50,419
4198-44 GBF R2E2 Solids Management Plan Construction	979,524	879,871	43,462	56,192
4198-52 GBF Disinfection System Upgrade Project	112,857	101,375	5,007	6,474
4198-99 GBF Solids Management Plan/R2E2 - Construction	8,495,135	7,630,871	376,930	487,334
4198-48 DPF UV Disinfection System Equipment Upgrade	270,535	243,012	12,004	15,520
4198-53 DPF Substation & Emergency Generator (2019 Budget)	850,124	763,635	37,720	48,768
4198-63 DPF - Tertiary Filter Replacement	582,251	523,015	25,835	33,402
DPF: Metro Pumping & Headworks Improvements 4198-73 (355)	656,583	589,785	29,133	37,666
GBF: Metro Pumping & Headworks Improvements (357)	661,167	593,902	29,336	37,929
GBF: North Plant Clarifiers Rehabilitation 4198-57 (358)	2,625,446	2,358,342	116,491	150,612
GBF: Thickening Improvements 4198-61 (356)	615,800	553,151	27,323	35,326
Other General Obligation Debt				
2008 General Obligation - Re-issued March 2018	287,043	257,840	12,736	16,467
Dec. 2007 Promissory Note to City of De Pere	160,485	144,158	7,121	9,206
GBF Solids Management Plan - Design	722,304	648,819	32,049	41,436
Total Debt Service - Common to All	\$19,273,615	\$17,312,788	\$855,173	\$1,105,654

Debt Service	FY2026	Allocations ¹		
		Municipal	Green Bay Packaging	P&G
Debt Service Offsets				
Mill Capital Charges (Georgia-Pacific)	(326,842)	(326,842)	0	0
4198-45 - De Pere Eastside Interceptor Rehabilitation	(120,071)	(120,071)	0	0
4198-29 - City of De Pere Rehabilitation Interceptor Ashwaubenon Creek Payment	(53,472)	(53,472)	0	0
Balance of Debt Payments Funded from ICR Reserve	(720,685)	(720,685)	0	0
Total Debt Service Offsets	(\$1,221,069)	(\$1,221,069)	\$0	\$0
TOTAL DEBT SERVICE	\$21,539,322	\$19,578,495	\$855,173	\$1,105,654
Annual Capital Outlay				
2026 Requests - Allocated to All	6,512,500	5,849,942	288,960	373,597
2026 Requests - Allocated to Municipal Only	0	0	0	0
TOTAL ANNUAL CAPITAL OUTLAY	\$6,512,500	\$5,849,942	\$288,960	\$373,597
TOTAL ANNUAL CAPITAL, DEBT SERVICE, AND CAPITAL RESERVES	\$28,051,822	\$25,428,438	\$1,144,133	\$1,479,251
Revenues & Transfers				
General Reserve Interest Offset	(25,076)	(25,076)	0	0
Miscellaneous Revenue Offset ²	(128,035)	(115,009)	(5,681)	(7,345)
Total Non-Rate Revenues (Capital-Related)	(\$153,111)	(\$140,085)	(\$5,681)	(\$7,345)
Contribution TO/(FROM) Capital Reserve	(\$2,000,000)	(\$1,796,527)	(\$88,740)	(\$114,732)
Net Annual Capital, Debt Service, and Operating Fund Capital Reserve	\$25,898,711	\$23,491,825	\$1,049,712	\$1,357,174

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

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

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

Summary of Debt Service Schedule

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

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

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

Issue	Description	Original Amount	2026 Budget for 2027 Debt Payments	Loan Date	Last Payment
Dec. 2007	Promissory Note to City of De Pere	2,000,000	160,485	12/28/2007	Dec 2027
Sep. 2008	2008 General Obligation - Re-issued March 2018	6,505,000	778,950	3/15/2028	May 2028
4198-25	GBF RAS/WAS Improvements	10,460,782	661,562	3/11/2009	May 2028
4198-35	Combined Treatment Facilities Projects (Solids, Ferric Chloride, Gate Replacement, Bar Screens, M&C WAS)	4,211,341	299,945	12/9/2009	May 2029
4198-37	Consolidation/Conveyance Project (Chemical Feed Building)	12,821,922	878,892	12/9/2009	May 2029
4198-29	Phase 2 Interceptor Rehabilitation	3,421,382	215,847	11/10/2010	May 2030
4198-24	GBF Electrical Generation Facility Project	3,246,148	207,925	12/22/2010	May 2030
4198-32	GBF Administration & Maintenance Building HVAC Replacement	3,133,312	206,037	4/10/2013	May 2032
Jul. 2013	GBF Solids Management Plan - Design	20,000,000	722,304	8/20/2013	May 2038
4198-45	DPF East Service Area Interceptor Rehabilitation	3,146,593	186,473	12/12/2012	May 2032
4198-48	DPF UV Disinfection System Equipment Upgrade	4,272,020	270,535	1/8/2014	May 2033
4198-44	GBF R2E2 Solids Management Plan Construction	15,209,242	979,524	8/13/2014	May 2034
4198-52	GBF Disinfection System Upgrade Project	1,850,000	112,857	12/23/2015	May 2035
4198-53	DPF Substation & Emergency Generator (2019 Budget)	14,630,180	850,124	6/30/2019	May 2039
4198-63	DPF - Tertiary Filter Replacement	9,487,118	582,251	11/10/2021	May 2041
4198-99	GBF Solids Management Plan/R2E2 - Construction	138,880,269	8,495,135	10/14/2015	May 2035
Total Existing Debt		\$253,275,309	\$15,608,847		
MAJOR CAPITAL: PLANT					
(New) ¹	DPF: Metro Pumping & Headworks Improvements 4198-73 (355)	24,300,000	656,583	6/1/2024	May 2047
(New) ¹	GBF: Metro Pumping & Headworks Improvements (357)	57,100,000	661,167	5/1/2026	May 2048
(New)	GBF: North Plant Clarifiers Rehabilitation 4198-57 (358)	39,060,000	2,625,446	3/1/2023	May 2046
(New) ¹	GBF: Thickening Improvements 4198-61 (356)	26,510,000	615,800	4/1/2024	May 2047
MAJOR CAPITAL: INTERCEPTORS					
(New) ¹	East Bayshore Lift Stations - Rehabilitation (260)	5,371,000	52,108	5/1/2027	May 2049
(New) ¹	East River Lift Station - Upsizing & Force Main (401)	11,710,000	299,829	2/1/2026	May 2047
(New)	ERI Interceptor Rehabilitation (313) CWFL	13,520,378	908,782	9/1/2025	May 2044
(New)	FRC & EFR Interceptor Rehabilitation (313) - GO Bond	18,100,000	1,331,830	9/1/2025	May 2044
Total New Debt		195,671,378	\$7,151,545		
Grand Total with New Debt		\$448,946,687	\$22,760,391		

¹ Interest Only

Allocation of Operation and Maintenance Costs

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

ITEM	Total	Common to All ¹					Municipal Only ¹		Mill Only ¹	
		Flow	BOD	TSS	PHOS	TKN	Flow	Industry	Flow	Direct
Salaries & Benefits										
Laboratory & Research & Environmental Services										
Operational Testing	\$ 856,969	\$ 119,976	\$ 102,837	\$ 77,127	\$ 51,418	\$ 59,988	\$ 179,964	\$ 205,673	\$ -	\$ 59,988
Water Quality Testing	1,062,828	1,062,828	0	0	0	0	0	0	0	0
Total Laboratory Services	\$ 1,919,798	\$ 1,182,804	\$ 102,837	\$ 77,127	\$ 51,418	\$ 59,988	\$ 179,964	\$ 205,673	\$ -	\$ 59,988
Treatment										
Pump Station	\$ 171,292	\$ 171,292	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Primary Treatment	230,151	230,151	-	-	-	-	-	-	-	-
Grit Removal	29,974	-	-	29,974	-	-	-	-	-	-
Aeration	330,171	-	165,085	-	-	165,085	-	-	-	-
Final & Chlorine Contact Basins	294,295	294,295	-	-	-	-	-	-	-	-
Filtration	43,854	43,854	-	-	-	-	-	-	-	-
Primary Thickeners	114,333	686	10,290	102,671	686	-	-	-	-	-
Waste Activated Sludge Thickeners	245,000	-	147,000	93,100	-	4,900	-	-	-	-
Dewatering/Incineration	636,999	2,140	200,305	426,808	2,140	5,607	-	-	-	-
Primary Sludge	356,656	2,140	32,099	320,277	2,140	-	-	-	-	-
Secondary Sludge	280,343	-	168,206	106,531	-	5,607	-	-	-	-
Incineration	763,211	2,131	276,776	474,013	2,131	8,160	-	-	-	-
Primary Sludge	355,199	2,131	31,968	318,968	2,131	-	-	-	-	-
Secondary Sludge	408,013	-	244,808	155,045	-	8,160	-	-	-	-
Miscellaneous	353,394	987	128,157	219,485	987	3,778	-	-	-	-
Grit Removal	233,121	325	42,270	72,393	116,886	1,246	-	-	-	-
Filtration	296,969	829	107,695	184,441	829	3,175	-	-	-	-
Solids, General	334,626	1,021	114,014	215,280	1,021	3,290	-	-	-	-
Reclaimed Water	1,274	-	-	-	-	-	-	-	-	1,274
Total Treatment	\$ 4,078,664	\$ 747,712	\$ 1,191,592	\$ 1,818,164	\$ 124,680	\$ 195,243	\$ -	\$ -	\$ -	\$ 1,274
Maintenance/Engineering										
Maintenance	\$ 3,031,224	\$ 719,370	\$ 883,374	\$ 856,992	\$ 87,897	\$ 252,496	\$ 196,038	\$ -	\$ 35,056.94	\$ -
Engineering	1,096,726	260,275	319,613	310,068	31,802	91,356	70,929	0	12,684	0
Total All Above	\$ 10,126,412	\$ 2,910,160	\$ 2,497,415	\$ 3,062,351	\$ 295,797	\$ 599,082	\$ 446,930	\$ 205,673	\$ 47,741	\$ 61,262
Business Services & Information Systems	\$ 2,795,263	\$ 819,965	\$ 703,670	\$ 862,847	\$ 83,344	\$ 168,797	\$ 125,927	\$ -	\$ 12,105	\$ 18,608
Total Salaries & Benefit Costs	\$ 12,921,675	\$ 3,730,125	\$ 3,201,085	\$ 3,925,198	\$ 379,141	\$ 767,879	\$ 572,857	\$ 205,673	\$ 59,845	\$ 79,870
Power										
Metro Pump	\$ 276,162	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 276,162	\$ -	\$ -	\$ -
Mill Pump	20,674	-	-	-	-	-	-	-	20,674	-
Reclaimed Water	106,741	-	-	-	-	-	-	-	-	106,741
Secondary Effluent Pump	14,709	14,709	-	-	-	-	-	-	-	-
Process Air Compressors	716,405	-	465,664	-	-	250,742	-	-	-	-
Solids Building	452,577	1,264	164,125	281,085	1,264	4,839	-	-	-	-
Primary Sludge	210,629	1,264	18,957	189,145	1,264	-	-	-	-	-
Secondary Sludge	241,948	-	145,169	91,940	-	4,839	-	-	-	-
All Other Plant	767,985	182,258	223,810	217,126	22,269	63,972	49,668	-	8,882	-
Total Power	\$ 2,355,253	\$ 198,231	\$ 853,599	\$ 498,211	\$ 23,533	\$ 319,553	\$ 325,830	\$ -	\$ 29,556	\$ 106,741
Fuel										
Fuel - Diesel for Generators	\$ 14,197	\$ 14,197	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Building	372,530	88,409	108,565	105,322	10,802	31,031	24,093	-	4,308	-
Incineration & Process	416,883	1,164	151,181	258,917	1,164	4,457	-	-	-	-
Primary Sludge	194,017	1,164	17,462	174,228	1,164	-	-	-	-	-
Secondary Sludge	222,866	0	133,719	84,689	0	4,457	0	0	0	0
Total Fuel	\$ 803,611	\$ 103,770	\$ 259,746	\$ 364,239	\$ 11,966	\$ 35,489	\$ 24,093	\$ -	\$ 4,308	\$ -
Chemicals										
Sodium Hypochlorite	\$ 454,692	\$ 454,692	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Thickening Polymer	122,640	-	73,584	46,603	-	2,453	-	-	-	-
Gravity Thickener Polymer	-	-	-	-	-	-	-	-	-	-
Dewatering Polymer	490,560	1,370	177,900	304,676	1,370	5,245	-	-	-	-
Primary Sludge	228,307	1,370	20,548	205,019	1,370	-	-	-	-	-
Secondary Sludge	262,253	-	157,352	99,656	-	5,245	-	-	-	-
Sodium Bisulfite	165,622	165,622	-	-	-	-	-	-	-	-
Ferric Chloride	251,112	125,556	-	-	125,556	-	-	-	-	-

ITEM	Total	Common to All ¹					Municipal Only ¹		Mill Only ¹	
		Flow	BOD	TSS	PHOS	TKN	Flow	Industry	Flow	Direct
Odor Control	-	-	-	-	-	-	-	-	-	-
Magnesium Chloride	-	-	-	-	-	-	-	-	-	-
Sodium Hydroxide – Air Pollution	28,520	80	10,343	17,713	80	305	-	-	-	-
Sodium Hydroxide – Nutrient Removal	-	-	-	-	-	-	-	-	-	-
Activated Carbon	-	-	-	-	-	-	-	-	-	-
Aqua Ammonia	-	-	-	-	-	-	-	-	-	-
Reclaimed Water	63,868	-	-	-	-	-	-	-	-	63,868
Other Chemicals	176,300	176,300	-	-	-	-	-	-	-	-
Total Chemicals	\$ 1,753,314	\$ 923,620	\$ 261,826	\$ 368,992	\$ 127,005	\$ 8,003	\$ -	\$ -	\$ -	\$ 63,868
Maintenance & Repairs										
Maintenance & Repairs	\$ 2,468,374	\$ 584,723	\$ 718,030	\$ 696,586	\$ 71,445	\$ 205,236	\$ 159,345	\$ -	\$ 28,495	\$ 4,514
All Other Expenses										
Solid Waste	\$ 366,899	\$ 1,025	\$ 133,054	\$ 227,872	\$ 1,025	\$ 3,923	\$ -	\$ -	\$ -	\$ -
Primary Sludge	170,755	1,025	15,368	153,338	1,025	-	-	-	-	-
Secondary Sludge	196,144	-	117,686	74,535	-	3,923	-	-	-	-
DNR Environmental Fees	187,520	1,369	63,129	66,602	42,343	14,077	-	-	-	-
Other Miscellaneous	6,552,409	1,555,017	1,909,534	1,852,507	190,002	545,806	423,764	-	75,780	-
Biogas Treatment	-	-	-	-	-	-	-	-	-	-
Total All Other	\$ 7,106,828	\$ 1,557,410	\$ 2,105,717	\$ 2,146,982	\$ 233,369	\$ 563,805	\$ 423,764	\$ -	\$ 75,780	\$ -
Total Treatment Plant O & M	\$ 27,409,054	\$ 7,097,879	\$ 7,400,003	\$ 8,000,208	\$ 846,461	\$ 1,899,965	\$ 1,505,889	\$ 205,673	\$ 197,986	\$ 254,992
Field Services O & M										
Pretreatment	\$ 173,077	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 173,077	\$ -	\$ -
Municipal Interceptors	1,033,310	-	-	-	-	-	1,033,310	-	-	-
Mill Interceptors	1,112	-	-	-	-	-	-	-	212	900
Sustana Fiber Force Main	26,164	-	-	-	-	-	-	-	-	26,164
Municipal Metering Stations	172,123	-	-	-	-	-	172,123	-	-	-
Mill Metering Stations	35,062	-	-	-	-	-	-	-	-	35,062
Municipal Lift Stations	\$ 183,312	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 183,312	\$ -	\$ -	\$ -
Subtotal	\$ 1,624,160	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,388,745	\$ 173,077	\$ 212	\$ 62,126
All Other (Field Services Salaries after distribution)	\$ 753,529	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 644,733	\$ 80,352	\$ 99	\$ 28,345
Total Interceptor System O & M	\$ 2,377,689	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,033,478	\$ 253,429	\$ 311	\$ 90,472
Total O & M Costs	\$ 29,786,743	\$ 7,097,879	\$ 7,400,003	\$ 8,000,208	\$ 846,461	\$ 1,899,965	\$ 3,539,367	\$ 459,101	\$ 198,296	\$ 345,464
Distribution to Participants										
Municipal	\$ 26,658,608	\$ 5,844,537	\$ 7,046,818	\$ 7,188,393	\$ 793,561	\$ 1,786,830	\$ 3,539,367	\$ 459,101	\$ -	\$ -
Sustana Fiber	56,031	-	-	-	-	-	-	-	-	56,031
Green Bay Packaging	1,207,434	387,211	186,763	213,766	51,193	95,794	-	-	61,216	211,490
Procter & Gamble	1,864,671	866,131	166,422	598,049	1,706	17,340	-	-	137,080	77,943
Total	\$ 29,786,743	\$ 7,097,879	\$ 7,400,003	\$ 8,000,208	\$ 846,461	\$ 1,899,965	\$ 3,539,367	\$ 459,101	\$ 198,296	\$ 345,464

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

Interceptor System O&M

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

Mills						
Account Name	P&G Meter Station	P&G Interceptor	GBP Meter Station	GBP Interceptor	Sustana Fiber Force Main	Total
Salaries - P&G Interceptor		80				\$ 80
Benefits - P&G Interceptor		26				26
Salaries - P&G Meter Station	14,331					14,331
Benefits - P&G Meter Station	4,680					4,680
Salaries - GBP Interceptor				80		80
Benefits - GBP Interceptor				26		26
Salaries - GBP Meter Station			9,162			9,162
Benefits - GBP Meter Station			2,992			2,992
Salaries - Sustana Fiber - Force Main					80	80
Benefits - Sustana Fiber - Force Main					26	26
Salaries - Sustana Fiber - Meter Station					18,324	18,324
Benefits - Sustana Fiber - Meter Station					5,984	5,984
Repair & Maintenance (R & M) - P&G Interceptor	-	450				450
R & M - P&G Meter Station	1,080					1,080
Phones - P&G	675					675
Power - P&G	-					-
Repair & Maintenance (R & M) - GBP Interceptor				450		450
R & M - GBP Meter Station			1,071			1,071
Phones - GBP			1,071			1,071
Power - GBP			-			-
R & M - Force Main					1,500	1,500
R & M - Meter Station					250	250
Chemicals					-	-
Total	\$ 20,766	\$ 556	\$ 14,296	\$ 556	\$ 26,164	\$ 62,339

GBMSD Interceptors, Meter and Lift Stations, Pretreatment		
Account Name	Interceptor, Meter and Lift Stations	Pretreatment
Salaries - Pretreatment		\$ 123,044
Salaries - GBMSD Interceptors, Meter and Lift Stations	285,961	
Benefits - Pretreatment		40,183
Benefits - GBMSD Interceptors, Meter and Lift Stations	93,387	
Pretreatment Program		9,850
R & M - East Bayshore System Lift Stations	65,534	
R & M - East Bayshore Force Main	1,500	
R & M - East River Lift Station	30,672	
R & M - GBMSD Interceptors - Field Services	118,415	
R & M - GBMSD Interceptors - Engineering	231,000	
R & M - Old Plank Lift Station	4,036	
R & M - Interplant Force Main	203,675	
R & M - GBMSD Meter Stations	63,978	
R & M - Chemical Feed Building	1,520	
Phones - Meter/Lift Stations	80,910	
Phones - Chemical Feed Building	-	
Power - Meter Stations	23,300	
Power - Chemical Feed Building	2,415	
Power - Old Plank Lift Station	2,000	
Power - East Bayshore Lift Stations	35,000	
Power - East River Lift Station	44,900	
Water - East River Lift Station	1,170	
Chemicals - Old Plank Lift Station	-	
Chemicals - De Pere Conveyance	56,784	
Chemicals - Chemical Feed Building	-	
Chemicals - Bayshore Interceptor	42,588	

Total	\$ 1,388,745	\$ 173,077
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Salaries and Benefits Distribution

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

Salaries and Benefits BEFORE Distribution to Interceptor & Meter Stations										
Description	Commission	Business Services ¹	Laboratory Services	Treatment & EHS	Maintenance	Engineering	Information Technology	Field Services	Watershed Management	Total
Gross Salaries	\$4,200	\$1,309,960	\$818,251	\$3,068,905	\$2,251,333	\$826,183	\$801,294	\$984,006	\$659,502	\$10,723,632
Long Term Disability	-	6,596	4,225	14,261	11,639	4,481	4,344	4,781	3,451	53,779
Dental Insurance	-	9,281	5,695	17,020	11,860	5,630	6,480	4,716	2,110	62,792
Health Insurance	-	226,089	149,823	438,473	426,694	122,672	106,172	132,413	37,152	1,639,489
Life Insurance	-	3,281	2,649	6,125	7,258	2,053	3,080	1,986	912	27,344
Wisconsin Retirement	-	90,331	57,392	216,188	158,117	59,543	57,405	68,977	45,361	753,312
FICA & Medicare	321	96,436	60,928	204,080	166,660	64,205	61,253	68,684	50,005	772,573
Worker's Compensation	7	3,546	13,921	52,211	38,302	11,959	1,372	16,741	6,911	144,969
Uniforms	-	-	1,510	14,892	21,552	-	-	7,400	-	45,354
Employee Assistance	-	3,816	-	-	-	-	-	-	-	3,816
Wellness Program	-	-	-	45,236	-	-	-	-	-	45,236
Totals	\$4,528	\$1,749,336	\$1,114,395	\$4,077,390	\$3,093,417	\$1,096,726	\$1,041,399	\$1,289,703	\$805,403	\$14,272,296
Number of FTEs:	5	13	9	29	24	7	7	10	5	104

Salaries and Benefits AFTER Distribution to Interceptor & Meter Stations										
Description	Commission	Business Services ¹	Laboratory Services	Treatment & EHS	Maintenance	Engineering	Information Technology	Field Services	Watershed Management	Total
Gross Salaries	\$4,200	\$1,309,960	\$818,251	\$3,068,905	\$2,204,451	\$826,183	\$801,294	\$579,826	\$659,502	\$10,272,570
Long Term Disability	0	6,596	4,225	14,261	\$11,404	4,481	4,344	\$2,754	3,451	51,516
Dental Insurance	0	9,281	5,695	17,020	\$11,586	5,630	6,480	\$2,349	2,110	60,151
Health Insurance	0	226,089	149,823	438,473	\$419,527	122,672	106,172	\$70,620	37,152	1,570,528
Life Insurance	0	3,281	2,649	6,125	\$7,139	2,053	3,080	\$955	912	26,194
Wisconsin Retirement	0	90,331	57,392	216,188	\$154,824	59,543	57,405	\$39,331	45,361	720,373
FICA & Medicare	321	96,436	60,928	204,080	\$163,074	64,205	61,253	\$47,183	50,005	747,486
Worker's Compensation	7	3,546	13,921	52,211	\$37,668	11,959	1,372	\$3,112	6,911	130,706
Uniforms	0	0	1,510	14,892	\$21,552	0	0	\$7,400	0	45,354
Employee Assistance	0	3,816	0	0	\$0	0	0	\$0	0	3,816
Wellness Program	0	0	0	45,236	\$0	0	0	\$0	0	45,236
Totals	\$4,528	\$1,749,336	\$1,114,395	\$4,077,390	\$3,031,224	\$1,096,726	\$1,041,399	\$753,529	\$805,403	\$13,673,930
Difference:	\$0	\$0	\$0	\$0	(\$62,192)	\$0	\$0	(\$536,174)	\$0	(\$598,366)
Number of FTEs:	5	13	9	29	24	7	7	10	5	104

¹ Business Services includes Executive Director and Human Resources

Employee Headcount Report

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

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

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

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

¹ Non-Departmental Division includes Executive Director & Human Resources

² Total Full-Time and Part-Time positions

5-Year Capital Improvement Plan

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

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

	2025 Budget	2026	2027	2028	2029	2030
(1) Major Capital						
DPF: Aeration Basin Improvements			\$ 286,000	\$ 571,000	\$ 6,171,000	\$ 18,727,000
DPF: Compressor Upgrades				\$ 230,000	\$ 4,763,000	\$ 775,000
DPF: Final Clarifiers & RAS Improvements			\$ 340,000	\$ 2,499,000	\$ 7,599,000	
DPF: Metro Pumping & Headworks Improvements	\$ 9,400,000		\$ 7,900,000			
DPF: Tertiary Enhancement - Chemical Coagulation and Sedimentation						\$ 2,315,000
DPF: UV Disinfection Expansion					\$ 340,000	\$ 455,000
GBF: Aeration Basin Improvements					\$ 235,000	\$ 4,049,000
GBF: Aeration Blower Improvements				\$ 286,000	\$ 571,000	\$ 18,931,000
GBF: Biosolids Handling and Storage Improvements	\$ 740,000		\$ 1,376,000	\$ 12,240,000	\$ 2,703,000	
GBF: Maintenance Building Addition				\$ 400,000	\$ 2,200,000	\$ 3,300,000
GBF: Metro Pumping & Headworks Improvements	\$ 6,900,000		\$ 18,200,000	\$ 21,200,000	\$ 8,300,000	
GBF: North Plant Clarifiers Rehabilitation	\$ 6,600,000					
GBF: Sludge Screening Improvements						\$ 286,000
GBF: South Complex Final Clarifiers Rehabilitation					\$ 398,000	\$ 61,000
GBF: Thickening Improvements	\$ 9,600,000		\$ 7,800,000	\$ 3,600,000		
Interplant Wastewater Force Main - Phase 2			\$ 56,228	\$ 1,197,756		
(2) Interceptor Major Capital						
East Bayshore Lift Stations - Rehabilitation	\$ 230,000		\$ 1,846,000	\$ 1,244,000	\$ 1,826,000	
East River Lift Station - Upsizing & Force Main	\$ 5,615,000		\$ 5,615,000			
East Tower Drive Interceptor Rehabilitation - Phase 1			\$ 60,000	\$ 1,510,000		
East Tower Drive Interceptor Rehabilitation - Phase 2				\$ 360,000	\$ 8,630,000	
ERI Interceptor Rehabilitation	\$ 677,000					
FRC & EFR Interceptor Rehabilitation	\$ 300,000					
Lawrence Sewers Upsizing						\$ 2,713,000
NEI & SEI Rehabilitation					\$ 112,000	\$ 1,163,000
Ninth Street Interceptor Improvements			\$ 418,000	\$ 4,824,000		
Quincy Street Interceptor Improvements					\$ 653,000	\$ 6,487,000
West Fox River Interceptor Relay and Rehabilitation	\$ 384,000		\$ 384,000	\$ 5,635,000	\$ 5,117,000	
West Tower Drive Interceptor Rehabilitation					\$ 71,000	\$ 1,785,000
(3) Maintenance Annual Capital						
DPF Fence Replacement Project				\$ 120,000		
DPF: Replace roof - Administration Building			\$ 53,000			
DPF: Replace roof - Sludge Control Tank Building			\$ 80,000			
Fire Alarm Control Panel Replacements			\$ 400,000	\$ 200,000		
GBF: Biogas Membrane Storage Replacement				\$ 415,000		
GBF: Sludge Blanket Level Detectors	\$ 150,000					
Vehicle ID# 101 Replacement (Utilities)			\$ 45,000			
Vehicle ID# 109 Replacement (E&I)			\$ 45,000			
Vehicle ID# 110 Replacement (Watershed)				\$ 30,000		
Vehicle ID# 112 Replacement (Mechanics)			\$ 45,000			
Vehicle ID# 113 Replacement (Utilities)				\$ 45,000		
Vehicle ID# 114 Replacement (Utilities)						\$ 40,000
Vehicle ID# 115 Replacement (Field Services)	\$ 80,000					
Vehicle ID# 118 Replacement (Admin)					\$ 30,000	
Vehicle ID# 156 Replacement (Admin)					\$ 30,000	

2025 Budget	2026	2027	2028	2029	2030
Vehicle ID# 158 Replacement (Admin)				\$ 30,000	
(4) Information Technology Annual Capital					
Data Center Servers		\$ 75,000	\$ 75,000		
DPF: Fiber Optic Network Enhancement/Upgrade	\$ 60,000				
GBF & DPF WatchGuard Firewall Upgrade					\$ 50,000
GBF & DPF: Rockwell Asset Manager			\$ 100,000		
GBF: Audio/Visual Rm Equipment Replacement		\$ 40,000			
GBF: Continuous Emissions Monitoring (CEM)		\$ 60,000			
GBF: County Wide Radio Communications Phase II	\$ 60,000				
GBF: Financial Software Replacement/Upgrade					\$ 250,000
Maximo Upgrades	\$ 150,000				
(5) Engineering Annual Capital					
AHU Replacment North Plant Mechanical Buildings		\$ 2,000,000			
Ash Slurry Pipe Replacement					
GBF: Administration Building North HVAC Improvements	\$ 1,050,000				
GBF: Dryer Condenser Improvements	\$ 500,000				
GBF: Hot Oil Economizer Replacement	\$ 1,560,000	\$ 1,810,000			
GBF: Misc Pumping and HSW Improvements	\$ 2,300,000	\$ 2,000,000			
GBF: Potable & Heating Water Loop Improvements		\$ 1,000,000			
Green Infrastructure - East River Lift Station			\$ 70,000		
Heating Loop Improvements	\$ 400,000				
(6) Field Services Annual Capital					
Billing Program Design & Implementation	\$ 165,000				
(7) Laboratory Annual Capital					
Ion Chromatography System		\$ 60,000			
Lab Refrigerator	\$ 37,500				
Metals Lab: PE ICP		\$ 108,000			
(8) Watershed Annual Capital					
None					
(9) Annual Capital Renewal & Replacement					
Interceptor Renewal & Replacement			\$ 126,000	\$ 130,000	\$ 134,000
Wastewater Treatment Facility Renewal & Replacement			\$ 3,319,000	\$ 4,325,000	\$ 4,116,000
Grand Total	\$ 46,958,500	\$ 52,102,228	\$ 60,296,756	\$ 54,234,000	\$ 65,637,000

	Summary					
(1) Major Capital	\$ 33,240,000	\$ 35,958,228	\$ 42,223,756	\$ 33,280,000	\$ 48,899,000	
(2) Interceptor Major Capital	\$ 7,206,000	\$ 8,323,000	\$ 13,573,000	\$ 16,409,000	\$ 12,148,000	
(3) Maintenance Annual Capital ^A	\$ 230,000	\$ 668,000	\$ 810,000	\$ 90,000	\$ 40,000	
(4) Information Technology Annual Capital ^A	\$ 270,000	\$ 175,000	\$ 175,000		\$ 300,000	
(5) Engineering Annual Capital ^A	\$ 5,810,000	\$ 6,810,000	\$ 70,000			
(6) Field Services Annual Capital ^A	\$ 165,000					
(7) Laboratory Annual Capital ^A	\$ 37,500	\$ 168,000				
(8) Watershed Annual Capital ^A						
(9) Annual Capital Renewal & Replacement ^A			\$ 3,445,000	\$ 4,455,000	\$ 4,250,000	
Grand Total	\$ 46,958,500	\$ 52,102,228	\$ 60,296,756	\$ 54,234,000	\$ 65,637,000	

^A Total Annual Capital	\$ 6,512,500	\$ 7,821,000	\$ 4,500,000	\$ 4,545,000	\$ 4,590,000	
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Annual Capital

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

Item Description	Common to All or Municipal Only	Amount
BUSINESS SERVICES		
Information Technology		
DPF: Fiber Optic Network Enhancement/Upgrade	Common to All	60,000
GBF: County Wide Radio Communications Phase II	Common to All	60,000
Maximo Upgrades	Common to All	150,000
Total Information Technology		270,000
Total Business Services		
		270,000
Operations		
Maintenance		
GBF: Sludge Blanket Level Detectors	Common to All	150,000
Vehicle ID# 115 Replacement (Field Services)	Common to All	80,000
Total Maintenance		230,000
Total Operations		
		230,000
Technical Services		
Engineering		
	Common to All	
GBF: Administration Building North HVAC Improvements	Common to All	1,050,000
GBF: Dryer Condenser Improvements	Common to All	500,000
GBF: Misc. Pumping and HSW Improvements *	Common to All	2,300,000
GBF: Hot Oil Economizer Replacement	Common to All	1,560,000
Heating Loop Improvements	Common to All	400,000
Total Engineering		5,810,000
Field Services		
Billing Program Design & Implementation	Common to All	165,000
Total Field Services		165,000
Total Technical Services		
		5,975,000
Environmental Programs		
Laboratory		
Lab Refrigerator	Common to All	37,500
Total Laboratory		37,500
Total Environmental Programs		
		37,500
Total Annual Capital Items		\$ 6,512,500

* Project will be partially funded (\$2M) from Plant Capital Replacement Reserves (PCRR)



Protecting our most valuable resource, water



www.newwater.us

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Green Bay, WI 54302

(920)432-4893

The following examples demonstrate NEW Water's commitment to cost-effectiveness:

- Safety is our most important value at NEW Water. We maintain a robust safety and wellness program focused on injury prevention, active employee engagement, and promoting a healthy lifestyle. Our programs are designed to help employees stay well and manage preventive care through convenient on-site services, ensuring they are prepared to meet the critical demands of their roles.
- NEW Water's Adaptive Management program is a cost-effective approach to permit compliance for suspended solids and phosphorus. This program was estimated to save approximately \$40 million over a twenty-year period by working in the watershed in lieu of building more wastewater treatment infrastructure.
- NEW Water seeks external funding sources to support our operations and has received approximately \$2.77 million in grant funding for various efforts over the period of 2015 to 2025.
-
- NEW Water utilizes educational grant funding, Workforce Advancement Training (WAT), at Northeast Wisconsin Technical College for staff development opportunities through their Corporate Training and Economic Development (CTED) Department.
-
- NEW Water proactively seeks out funding opportunities to offset project costs. For example, the Focus on Energy grant and the WDNR match for the Green Bay Facility Thickening project.
- NEW Water produces biogas through the anaerobic digestion of biosolids, which reduces the load on our incineration process. Since 2019, this process has enabled annual savings of approximately \$1.25 million in purchased electricity costs through on-site power generation.
- NEW Water receives outside sources of high-strength waste and grease that is processed and added to the anaerobic digesters. This effort brings in external revenue of approximately \$185,000 per year and boosts energy production by about 25%. In addition to the financial benefits, co-digestion improves overall process utilization and supports environmental sustainability by diverting organic waste and using it beneficially to enhance biogas generation.
- Water re-use at our wastewater treatment facilities: rather than purchasing potable water, we reuse our own treated water where we can. This is a significant cost savings measure.
- NEW Water has several teams dedicated to identifying opportunities for energy savings, chemical feed optimization, and process improvements that reduce organizational costs while enhancing system reliability and efficiency. Current initiatives include evaluating a potential solar panel project, collaborating with the Department of Energy to assess and act on energy usage opportunities, piloting a biological treatment technology that reduces energy use and improves process stability, and enhancing chemical feed tracking to better manage costs while ensuring permit compliance.
- Additional cost-saving measures include a pollution prevention partnership with the Brown County Household Hazardous Waste Facility. This partnership provides a safe disposal option for hazardous substances that

Protecting our most valuable resource, water



might otherwise enter area waterways, potentially leading to permit violations, damage to the treatment system, costly repairs, and increased treatment expenses to address pollutants.

- NEW Water completes numerous Lean Six Sigma projects each year. These yield greater work efficiencies and cost savings.
- The NEW Water team proactively identifies and addresses business and operational challenges by applying industry best practices gained through collaboration, training, experience, and a commitment to continuous improvement. Challenges are prioritized and evaluated to develop solutions that uphold system functionality, security, safety, and overall organizational compliance. Proposed solutions are carefully reviewed and vetted to ensure reliability and cost-effectiveness.
-
- NEW Water completed a financial impact evaluation that indicates that a combination of inflow and infiltration (I&I) reduction and conveyance capacity and equalization storage is the likely the most cost-effective solution to high flows during wet weather events, possibly saving customers 20% over conveyance capacity and storage improvements alone. NEW Water has been working with its customers to communicate the importance of reducing I&I by engaging with a Technical Advisory Committee to develop a Regional I&I Reduction Program.
- NEW Water takes a proactive approach to stewardship of financial resources, such as by ensuring continuous compliance with the *Governmental Accounting Standards Board*. The favorable credit rating maintained by NEW Water allows us to secure low-cost Clean Water Fund financing at 55% of the market rate for infrastructure improvement projects. For example, the East River Interceptor project (\$13.5M) will save over \$3M in interest over 20 years by funding through the Clean Water Fund versus a General Obligation Note.
- NEW Water proactively planned the necessary replacement of aging infrastructure by building reserves to use to offset costs in the future. By doing this, NEW Water is able to stabilize the increase in future rates to its customers.
- NEW Water has targeted community outreach campaigns to prevent costly infrastructure repair/damage, for example, “unflushables” and fats, oils, & grease (FOG).
- Performed Technology Audit to reduce billing mistakes, overcharges, and inefficiencies.
- Purchase of more efficient Lab equipment, saving chemical costs. For example, the purchase of a Seal AA500 TP/KTN Analyzer.

Memorandum

TO: Commission
Nathan Qualls

FROM: Courtney Mueller

DATE: September 16, 2025

SUBJECT: 2025 August Financial Statements

Please find attached the Financial Statements for your review.

Operating Revenues

- August's operating revenues were favorable to budget by \$80K or 2.0%
- Year to date, total operating revenues were favorable to budget by \$515K or 1.0%

Operating Expenses

- August's operating expenses were favorable to budget by \$7K or 0.31% from less expenditures than budgeted in plant maintenance and contracted services.
- Year to date, total operating expenses were favorable to budget by \$1.6M or 8% 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 August was \$772K.
- Net Income year to date was \$9.2M

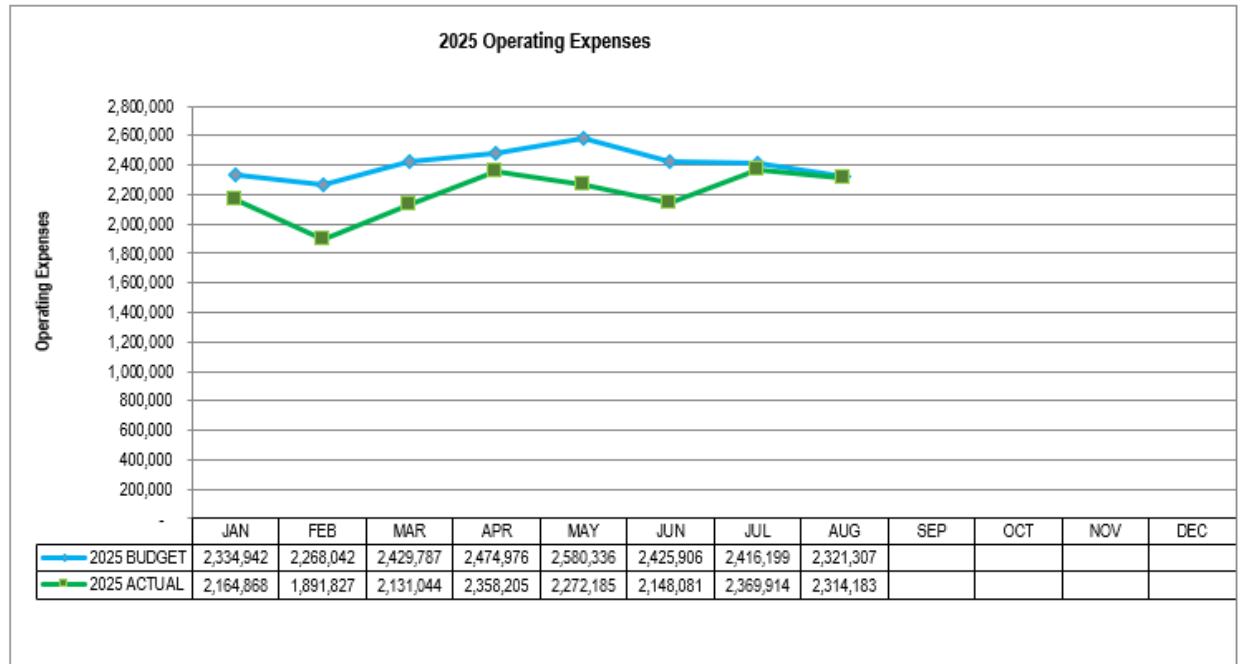
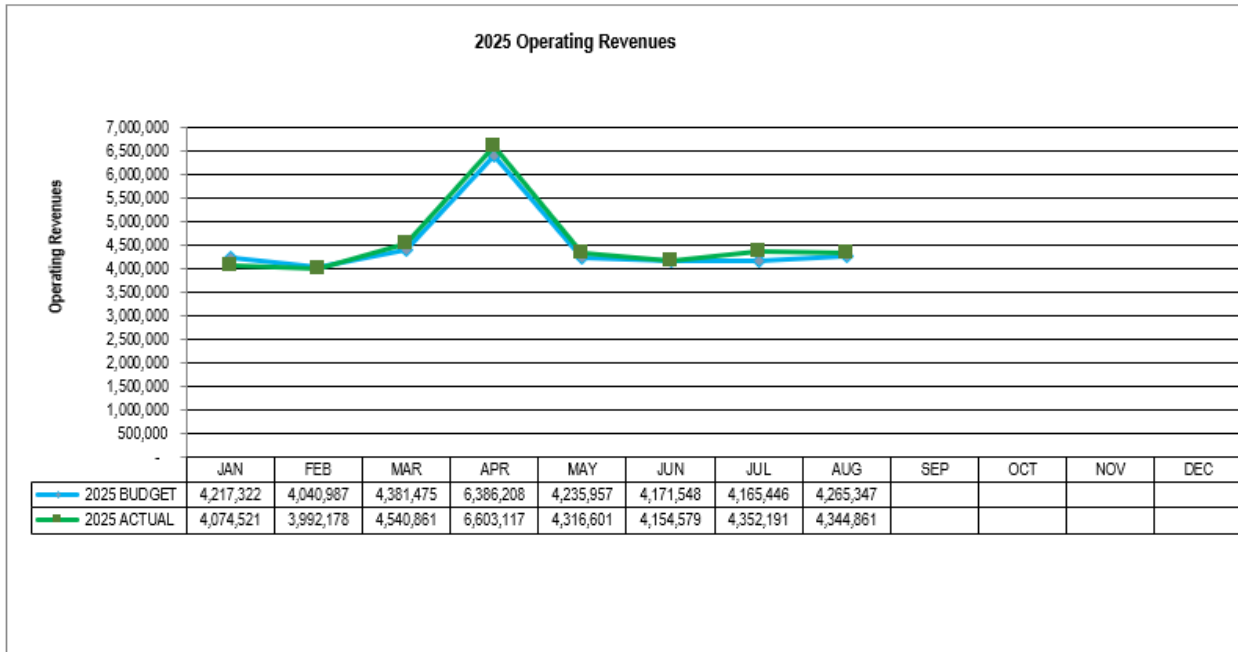
Reporting and Information

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

	Aug-25			Year to Date			Actual 2024
	Budget 2025	Actual 2025	Budget vs. Actual Favorable/ (Unfavorable)	Budget 2025	Actual 2025	Budget vs. Actual Favorable/ (Unfavorable)	
Operating Revenues							
User Fees - Municipal Waste	\$ 3,921,547	\$ 3,945,035	\$ 23,488	\$ 30,972,752	\$ 31,310,728	\$ 337,976	\$29,897,424
User Fees - Mill Waste	246,921	262,987	16,067	\$ 3,968,712	\$ 3,729,174	(239,538)	4,054,840
Other Revenues	96,880	136,839	39,959	\$ 922,826	\$ 1,339,006	416,180	\$1,200,010
Total Operating Revenues	\$ 4,265,347	\$ 4,344,861	\$ 79,514	\$ 35,864,291	\$ 36,378,908	\$ 514,618	\$ 35,152,273
			2%			1%	
Operating Expenses							
Salaries	\$ 849,818	838,546	\$ 11,272	\$ 6,738,535	\$ 6,481,063	\$ 257,472	\$ 6,343,265
Benefits	271,996	265,165	6,831	\$ 2,216,898	\$ 2,039,004	177,893	2,053,070
Employee Development	14,310	19,908	(5,598)	\$ 142,970	\$ 103,993	38,976	100,606
Travel and Meetings	5,195	5,600	(405)	\$ 90,096	\$ 54,006	36,090	58,837
Power	246,458	224,230	22,228	\$ 1,733,368	\$ 1,603,404	129,963	1,610,004
Natural Gas & Fuel Oil	19,494	23,672	(4,178)	\$ 471,255	\$ 446,952	24,303	491,843
Chemicals	282,858	285,635	(2,777)	\$ 1,402,987	\$ 1,395,577	7,411	1,273,844
Maintenance - Plant	219,038	160,518	58,520	\$ 1,733,022	\$ 1,537,691	195,330	1,490,290
Maintenance - Interceptors	18,078	11,712	6,367	\$ 182,940	\$ 153,446	29,494	134,941
Contracted Services	245,733	205,041	40,692	\$ 2,773,209	\$ 2,152,038	621,172	1,957,578
Insurance	47,047	46,272	776	\$ 376,379	\$ 370,528	5,851	357,486
Solid Waste Disposal	5,152	44,194	(39,042)	\$ 190,445	\$ 196,325	(5,879)	186,568
Administrative and Information Technology	56,920	154,723	(97,803)	\$ 734,802	\$ 704,140	30,663	648,863
Supplementary Expenses (See Legend)	39,209	28,968	10,240	\$ 464,589	\$ 412,140	52,449	369,811
Total Operating Expenses	\$ 2,321,307	\$ 2,314,183	\$ 7,124	\$ 19,251,495	\$ 17,650,308	\$ 1,601,188	\$ 17,077,006
			0.31%			8%	
Operating Income	\$ 1,944,040	\$ 2,030,678	\$ 86,638	\$ 16,612,795	\$ 18,728,601	\$ 2,115,805	\$ 18,075,267
			4%			13%	
Non-Operating Revenues and Expenses							
Investment Income	\$ 155,000	163,879	\$ 8,879	\$ 1,206,397	\$ 1,816,978	\$ 610,580	\$ 1,921,487
Unrealized Gain/Loss on Investment	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
Amortization of Premium				\$ -	\$ -	\$ -	\$ -
Depreciation	\$ (1,131,831)	(1,131,831)	\$ -	\$ (9,054,648)	\$ (9,054,648)	\$ -	(9,282,352)
Gain (Loss) on Disposal of Fixed Assets	0	0		\$ -	\$ -	\$ -	15,000
Interest Expense	\$ (291,694)	(290,465)	\$ 1,229	\$ (2,333,556)	\$ (2,309,353)	\$ 24,203	(2,311,643)
Misc Non-Operating Expenses	0	0	\$ -	\$ -	\$ -	\$ -	-
Total Non-Operating Revenues and Expenses	\$ (1,268,525)	\$ (1,258,417)	\$ 10,108	\$ (10,181,807)	\$ (9,547,023)	\$ 634,783	\$ (9,657,508)
Net Income (Loss)	\$ 675,515	\$ 772,261	\$ 96,746	\$ 6,430,989	\$ 9,181,577	\$ 2,750,589	\$ 8,417,759

Note: Please reference attached legends by categories.

NEW Water

Green Bay Metropolitan Sewerage District

Income Statement Legends per Categories

Operating Revenues:

User Fees - Municipal Waste:	Volume, Biochemical Oxygen Demand, Suspended Solids, Phosphorus, Kjeldahl Nitrogen, Direct Charges
User Fees – Mill Waste:	Volume, Biochemical Oxygen Demand, Suspended Solids, Phosphorus, Kjeldahl Nitrogen Direct Charges from Procter & Gamble, and Fox River Fiber
Capital and Direct Revenue Mills:	Capital and Debt Service Charges.
Other Revenues:	Excess Capacity Rental and Exceedance Surcharges, Discounts Permit Fees, Leases and miscellaneous revenues.

Operating Expenses:

Salaries:	Departmental, Pretreatment, Interceptor, Meter and Lift Stations (East River Lift Stations and Old Plank Lift Stations).
Benefits:	Health, Dental, & Life Insurances, Retirement, Social Security, Fringe and Compensated Benefits, Workers and Unemployment Compensations, Uniforms, Employee Referral Services, Long Term Disability, and Wellness.
Employee Development:	Registration, Conference, Seminar, Tuition Fees and Training.
Travel and Meetings:	Lodging, Transportation, Meals, Mileage, and Meetings (prior were included in Employee Development and Supplementary Expenses).
Power:	All Power related.
Natural Gas & Fuel Oil:	Generators, Incineration and Heating.
Chemicals:	Sodium, Polymer, Ferric Chloride, Muriatic Acid, Lime, etc., Interceptor Odor Control and Lab Chemicals.
Maintenance Plant:	Repair and Maintenance Building and Equipments, Inventories (Obsolescence, Variances), Telephones for Lift and Meter Stations, Pretreatment Programs, Inventory Obsolescence, Leases and Rental.

NEW Water

Green Bay Metropolitan Sewerage District

Income Statement Legends per Categories

Operating Expenses (Continued):

Maintenance Interceptors:	Repair and Maintenance of Interceptors, Lift Stations, and Meter Stations.
Contracted Services:	Contractors, Legal, Audit, Studies, Occupational Health, Custodial Services, Environmental Programs, Sponsorship, Hazardous Waste Disposal, Class and Compensation, Household Hazardous Waste Disposal, DNR Environmental Fees, In District Sustainability, Risk Based Asset Management, Watershed Based Planning, Reg/Muni Environment Service and Contingency.
Insurances:	Automobile, Property, Boiler and Machinery, Liability, Umbrella, Commercial Crime, and Public Officials.
Solid Waste Disposal:	Hickory Meadows Landfill and Veolia Environmental Services.
Administrative & Information Technology:	Supplies, Postage, Data Processing (computer software, main application, support, etc.), Publishing, Sales and Use Tax, Bank Service Charges and Employee Recognition.
Supplementary Expenses:	Telephones (main lines, cells), Fuel Vehicles, (New) Fuel Equipment, Small Tools, Public Information, Memberships and Dues, Publications and Subscriptions, Licenses & Permits, Freight In, Freight Out, Safety Shoes and Glasses, and Water (including Fire Protection supplemental fee).

Non-Operating Revenues and Expenses:

Investment Income:	Interest on Investments and Interceptor Cost Recovery Interest.
Depreciation Expense:	Monthly Depreciation on all Fixed Assets such as Land, Land Improvements, Buildings, Vehicle, Boats & Trailers, Machinery Equipment, Furniture and Fixtures, Interceptors, Meters & Lift Stations.
Gain (Loss) on Disposal of Fixed Assets:	Sale, Disposal, and Transfer of Fixed Asset. Interest
Expense:	Debt Service and Bond Anticipation Note Interest.

NEW Water
GREEN BAY METROPOLITAN SEWERAGE DISTRICT
STATEMENTS OF NET POSITION
For the Twelve Months Ending:

		31-Aug-25
Assets		
Current Assets		
Cash and Investments	\$	38,443,171.41
Receivables		
Sewage Treatment Service		7,402,778.70
Accrued Interest		471,619.23
Other		262,445.61
Inventories		3,068,390.93
Prepaid Expenses		287,613.03
Total Current Assets	\$	<u>49,936,018.91</u>
Restricted Assets		
Cash and Investments	\$	75,044,382.55
Accrued Interest Receivables		-
Interceptor Cost Recovery Receivable		882,665.80
Total Restricted Assets	\$	<u>75,927,048.35</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		36,797,961.01
Total Capital Assets	\$	<u>523,647,294.96</u>
Less: Accum Depreciation and Amortization		<u>(200,030,489.54)</u>
Net Capital Assets	\$	<u>323,616,805.42</u>
Other Assets		
Bond Issuance Costs	\$	-
Net Pension Asset	\$	-
Total Other Assets	\$	<u>-</u>
Total Assets	\$	<u><u>458,481,386.25</u></u>
Liabilities and Equity		
Current Liabilities		
Accounts Payable	\$	3,159,411.47
Salaries Payable		409,174.21
Other Accrued Liabilities		149,167.64
Total Current Liabilities	\$	<u>3,717,753.32</u>
Liabilities Payable from Restricted Assets		
Accounts Payable	\$	1,054,132.10
Current Maturities of General Long-Term Debt		12,643,907.00
Interest Accrued		1,072,857.90
Total Liabilities Payable from Restricted Assets	\$	<u>14,770,897.00</u>
Long-Term Liabilities		
General Long-Term Debt, Less Current Maturities	\$	153,032,830.47
Debt Premium	\$	244,581.03
Bond Premium	\$	-
Pension Liability		711,010.00
Compensated Absences		2,529,754.74
Other post employment benefits (life insurance)		1,949,040.00
Deferred Revenue		-
Total Long-Term Liabilities	\$	<u>158,467,216.24</u>
Total Liabilities	\$	<u>176,955,866.56</u>
Deferred Inflows of Resources		
Deferred Pension Obligations	\$	3,808,343.00
Deferred Life Insurance Obligations	\$	956,936.00
	\$	<u>4,765,279.00</u>
Net Position		
Net Position		
Invested in Capital Assets, net of Related Debt	\$	159,562,676.49
Restricted for Equipment & Interceptor Replacement		29,573,360.55
Restricted for Plant Capital Replacement		37,958,211.84
Restricted for Debt Retirement		7,372,237.55
Restricted for Capital Projects		-
Restricted for Pension		-
Unrestricted		42,293,754.26
Total Net Position	\$	<u><u>276,760,240.69</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: September 15, 2025

SUBJECT: August 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 August.

Attached are graphs showing a rolling 12-month average for effluent quality and permit limits for both facilities.

Air Quality

The Green Bay Facility was in compliance with air quality limits for the month of August.

In late July, air emissions testing was performed on both biogas engines at the Green Bay Facility. This testing is required by the Wisconsin Department of Natural Resources every three years or after 8,760 hours of operation, whichever occurs first. Parameters measured included nitrogen oxides, volatile organic compounds, carbon monoxide, and formaldehyde.

The testing took place over two days, and results were received on August 24. Findings confirmed that all emission levels were below permit limits, and both units were operating in full compliance with the air permit.

Resource Recovery

For the month, the solids processing facility generated 1,318 MWH of electricity. The total biogas volume recovered was 169,239 CCF. This was approximately 95% of the total volume produced. The remaining volume was sent through the waste gas flare. NEW Water received 629,323 gallons of high-strength waste.

Staff completed an internal inspection of Digester #2 in August. This was the second digester shutdown, following the inspection of Digester #1 in 2024. The purpose of the outage was to assess the overall condition of the concrete, coatings, internal piping, and support structures. It also provided an opportunity to inspect external piping and replace critical isolation valves.

Sludge feed to Digester #2 was shut off on June 30, after which the unit was gradually drained and refilled



with service water to flush out remaining contents. The digester's internal space was then purged with nitrogen to remove residual methane. Once safe, the unit was opened and inspected internally by DN Tanks, the tank manufacturer. The digester was found to be in excellent condition. NEW Water plans to continue performing internal inspections every 10 years, in line with manufacturer recommendations.

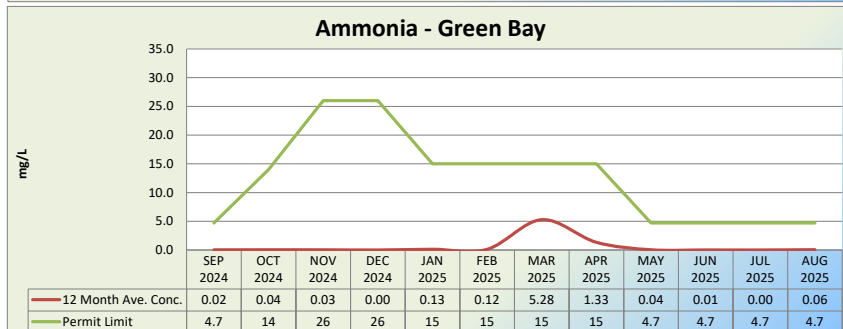
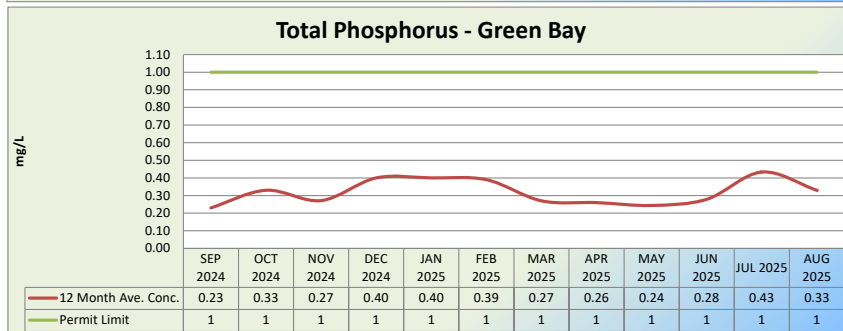
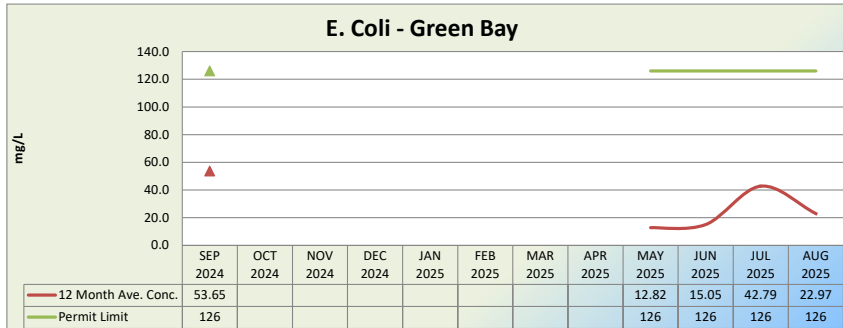
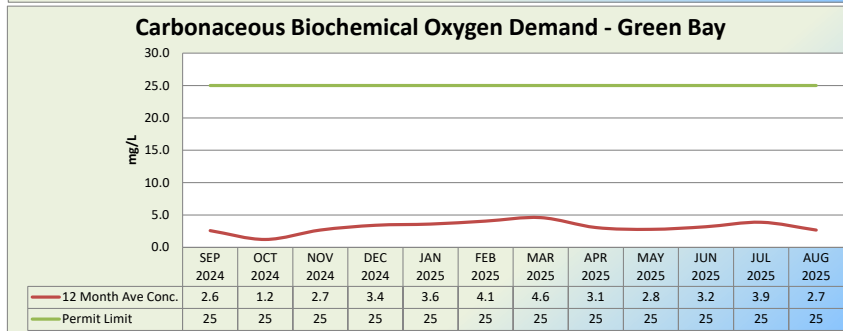
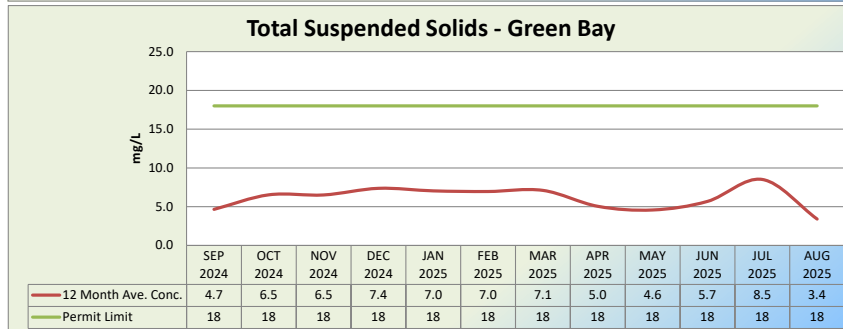
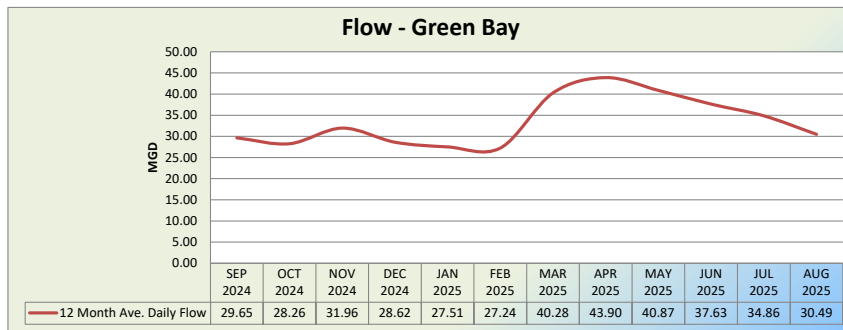
Additionally, staff have initiated discussions with a tank inspection firm to gain a better understanding of the process and associated costs for inspecting the underside of the digester covers. Once inspection capabilities are confirmed, staff will evaluate the process, budget, and timeline needed to complete this work.

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												
MONTH	FLOW		TSS			T-BOD			C-BOD			E. Coli		T. PHOSPHORUS (LL)				AMMONIA			TKN			
	Million Gallons	MGD	Ave mg/L	Ave #/Day	Total #/Month	Ave mg/L	Ave #/Day	Total #/Month	Ave mg/L	Ave #/Day	Total #/Month	Monthly Geo Mean	% Exceedance	Ave mg/L	Ave #/Day	Ave mg/l 6 Months	Total #/Month	Ave mg/L	Ave #/Day	Total #/Month	Ave mg/L	Ave #/Day	Total #/Month	
JAN	852.856	27.51	7.0	1,615	50,058	8.8	2,016	62,491	3.6	828	25,655			0.40	93		2,886	0.13	31	946	2.24	512	15,865	
FEB	762.613	27.24	7.0	1,587	44,433	9.1	2,089	58,479	4.1	920	25,757			0.39	87		2,449	0.12	35	987	2.41	549	15,384	
MAR	1,248.694	40.28	7.1	2,443	75,734	14.7	5,140	159,353	4.6	1,561	48,384			0.27	89		2,756	5.28	1,913	59,313	7.20	2,541	78,770	
APR	1,317.017	43.90	5.0	1,877	56,319	8.7	3,344	100,329	3.1	1,151	34,526			0.26	95	0.33	2,857	1.33	574	17,229	3.26	1,305	39,145	
MAY	1,267.107	40.87	4.6	1,600	49,588	5.6	1,945	60,288	2.8	992	29,765	12.82	0.00	0.24	82		2,533	0.04	16	452	1.56	531	16,448	
JUN	1,128.833	37.63	5.7	1,786	53,579	6.0	1,907	57,209	3.2	1,004	30,132	15.05	0.00	0.28	88		2,627	0.01	3	79	1.61	506	15,188	
JUL	1,080.737	34.86	8.5	2,489	77,149	7.2	2,113	65,493	3.9	1,207	35,015	42.79	0.00	0.43	128		3,956	0.00	0	0	2.10	608	18,853	
AUG	945.130	30.49	3.4	887	27,500	4.6	1,188	36,823	2.7	742	21,530	22.97	0.00	0.33	84		2,602	0.06	15	446	1.93	489	15,170	
SEP																								
OCT																								
NOV																0.32								
DEC																								
Average	1,075.374	35.35	6.0	1,786	54,295	8.1	2,468	75,058	3.5	1,051	31,346				0.33	93	2,833	0.87	323	9,932	2.79	880	26,853	
Total	8,602.988				434,360			600,466			250,764						22,666				79,453			214,823
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 August 2025

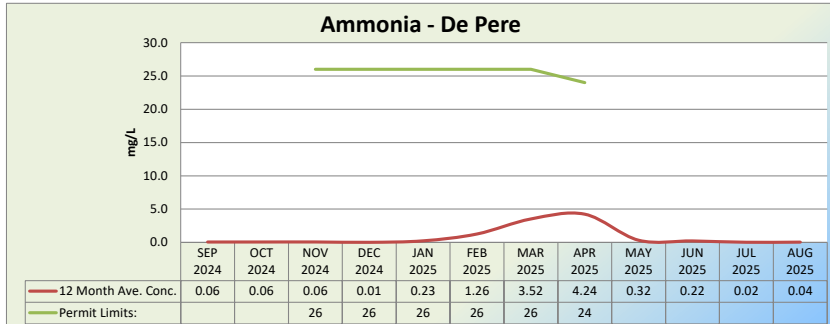
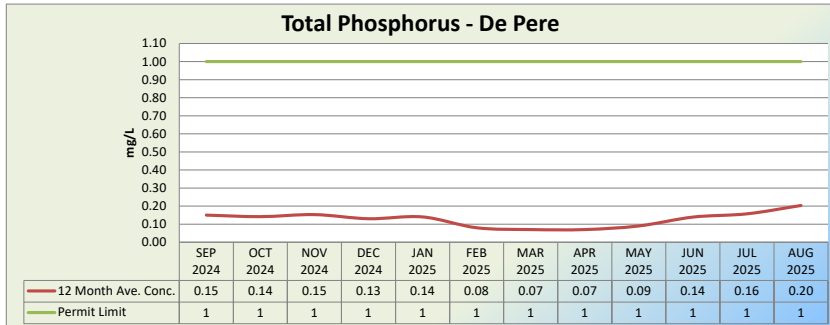
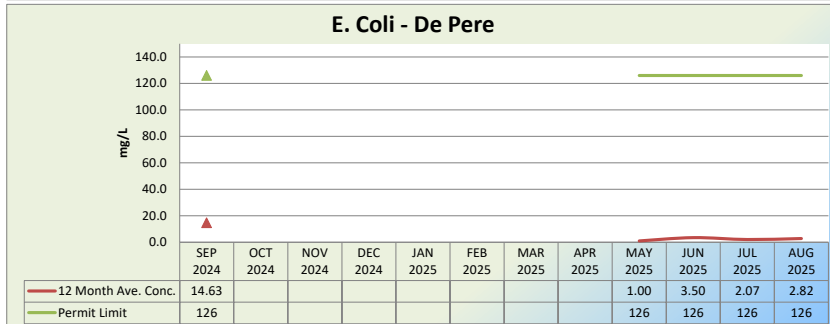
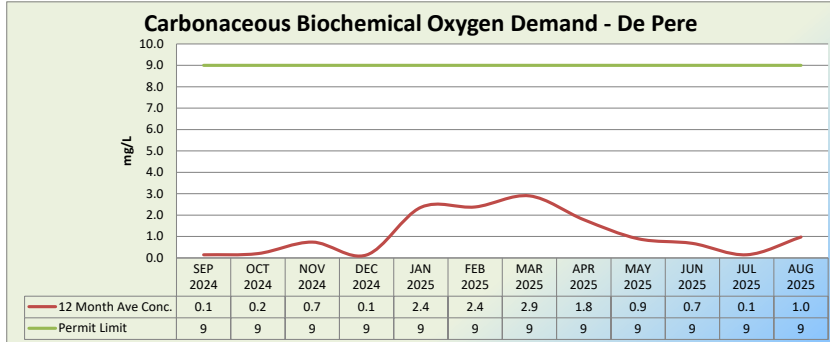
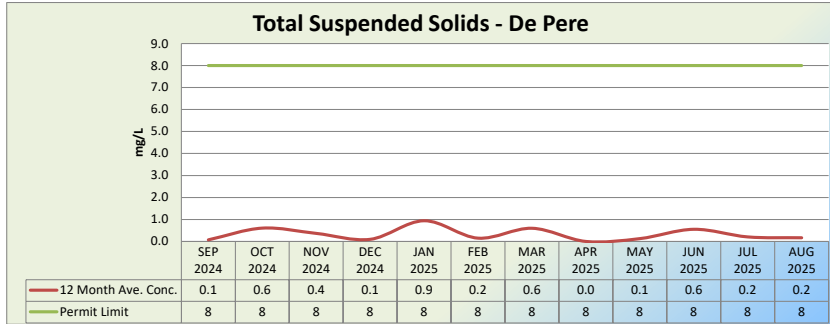
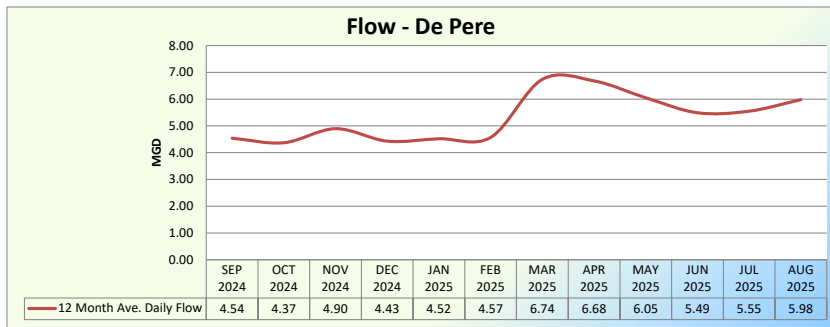
EFFLUENT QUALITY - CURRENT YEAR 2024 NEW Water (GBMSD) - GREEN BAY FACILITY													May - October Avg = 0.6 mg/L November - April Avg = 0.6 mg/L				Ammonia Limits Jan-Apr. Monthly Avg = 15 mg/L Weekly Avg = 59 mg/L May-Sept Monthly Avg = 4.7 mg/L Weekly Avg =13 mg/L October Monthly Avg =14 mg/L Weekly 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		> 410#/100 ml 10%		1.0 mg/L 0.6 mg/L per Six Months												
MONTH	FLOW		TSS			T-BOD			C-BOD			E. Coli		T. PHOSPHORUS				AMMONIA			TKN			
	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		1.0 mg/L		0.6 mg/L per Six Months							
MONTH	FLOW		TSS			T-BOD			C-BOD			E. Coli		T. PHOSPHORUS (LL)				AMMONIA			TKN			
	Million Gallons	MGD	Ave mg/L	Ave #/Day	Total #/Month	Ave mg/L	Ave #/Day	Total #/Month	Ave mg/L	Ave #/Day	Total #/Month	Monthly Geo Mean	% Exceedance	Ave mg/L	Ave #/Day	Ave mg/l 6 Months	Total #/Month	Ave mg/L	Ave #/Day	Total #/Month	Ave mg/L	Ave #/Day	Total #/Month	
JAN	140.008	4.52	0.9	37	1,116	2.8	106	3,285	2.4	90	2,797			0.14	5		162	0.23	8	251	1.88	70	2,173	
FEB	127.960	4.57	0.2	6	164	3.4	131	3,669	2.4	91	2,556			0.08	3		87	1.26	53	1,480	3.01	119	3,334	
MAR	209.073	6.74	0.6	40	1,248	5.2	303	9,390	2.9	168	5,196			0.07	4		119	3.52	219	6,781	5.02	301	9,322	
APR	200.464	6.68	0.0	0	0	5.0	276	8,275	1.8	103	3,090			0.07	4	0.11	111	4.24	237	7,123	5.44	304	9,105	
MAY	187.535	6.05	0.1	6	193	2.3	119	3,698	0.9	47	1,469	1.00	0.00	0.09	5		143	0.32	18	568	1.80	92	2,845	
JUN	164.744	5.49	0.6	25	745	2.6	119	3,573	0.7	30	908	3.50	0.00	0.14	6		190	0.22	10	297	1.73	79	2,360	
JUL	171.948	5.55	0.2	9	277	0.9	44	1,312	0.1	7	221	2.07	0.00	0.16	7		226	0.02	1	26	1.56	72	2,230	
AUG	185.432	5.98	0.2	8	246	1.9	99	3,068	1.0	53	1,642	2.82	0.00	0.20	10		311	0.04	2	61	1.99	101	3,117	
SEP																								
OCT																								
NOV																0.15								
DEC																								
Average	173.395	5.70	0.3	16	499	3.0	150	4,534	1.5	74	2,235			0.12	6		169	1.23	69	2,073	2.80	142	4,311	
Total	1,387.163				3,989			36,270			17,879						1,349			16,587			34,486	
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 August 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		1.0 mg/L		0.6 mg/L per Six Months							
MONTH	FLOW		TSS			T-BOD			C-BOD			E. Coli		T. PHOSPHORUS (LL)				AMMONIA			TKN			
	Million Gallons	MGD	Ave mg/L	Ave #/Day	Total #/Month	Ave mg/L	Ave #/Day	Total #/Month	Ave mg/L	Ave #/Day	Total #/Month	Monthly Geo Mean	% Exceedance	Ave mg/L	Ave #/Day	Ave mg/l 6 Months	Total #/Month	Ave mg/L	Ave #/Day	Total #/Month	Ave mg/L	Ave #/Day	Total #/Month	
JAN	147.036	4.74	0.0	0	0	0.9	36	1,110	0.3	11	347			0.11	4		132	0.16	6	200	1.50	59	1,844	
FEB	142.159	4.90	0.1	7	194	1.6	66	1,924	0.3	14	396			0.11	4		126	0.20	8	243	1.56	64	1,845	
MAR	138.148	4.46	0.1	5	152	1.4	54	1,675	0.1	2	67			0.14	5		158	0.07	2	77	1.44	53	1,642	
APR	181.146	6.04	0.1	12	366	1.3	78	2,334	0.6	48	1,434			0.13	7	0.12	205	0.10	5	149	1.30	65	1,937	
MAY	187.282	6.04	4.3	409	12,677	0.5	41	1,268	0.5	40	1,232	1.18	0.00	0.11	6		196	0.03	1	43	1.41	83	2,572	
JUN	156.862	5.23	0.5	22	654	0.5	27	821	0.4	23	689	3.07	0.00	0.08	4		108	0.02	1	25	1.21	52	1,563	
JUL	165.395	5.34	0.1	3	84	0.5	24	751	0.4	16	503	1.50	0.00	0.12	5		167	0.06	3	87	1.51	67	2,081	
AUG	163.713	5.28	0.8	34	1,054	2.2	99	3,060	0.7	29	893	12.59	0.00	0.20	9		270	0.17	7	230	1.61	72	2,217	
SEP	136.211	4.54	0.1	3	83	0.6	21	644	0.1	6	167	14.63	0.00	0.15	6		173	0.06	2	63	1.32	50	1,495	
OCT	135.589	4.37	0.6	23	713	1.4	52	1,602	0.2	7	232			0.14	5	0.13	159	0.06	2	66	1.45	53	1,645	
NOV	146.871	4.90	0.4	17	499	1.6	67	2,023	0.7	31	938			0.15	6		186	0.06	3	83	1.39	56	1,693	
DEC	137.353	4.43	0.1	4.0	112	1.4	53	1,637	0.1	5	152			0.13	5		145	0.01	0	13	1.45	53	1,657	
Average	153.147	5.02	0.6	45	1,382	1.2	52	1,571	0.4	19	588			0.13	6		169	0.08	3	107	1.43	61	1,849	
Total	1,837.763				16,587			18,849			7,051						2,025			1,279			22,190	
All time record best(s) ->			0.0	0	0	0.0	0	0	0.0	0	0			0.05	2		75	0.00	0	0	0.85	50	1,495	



R2E2 ENERGY REPORT GREEN BAY 2025
NEW Water (GBMSD) - GREEN BAY FACILITY

	Bio-gas Generated					Electricity Used					Natural Gas Used								
	Generators			Flare		Purchased			Generated		Incineration			Heating Boiler		Thermal Oil Boiler		Co-Generation Units	
	Total (CCF)	Total (CCF)	% of Total	Total (CCF)	% of Total	Total (MWH)	Total (MWH)	% of Total	Total (MWH)	% of Total	Total (CCF)	Total (CCF)	% of Total	Total (CCF)	% of Total	Total (CCF)	% of Total	Total (CCF)	% of Total
January	205,576	189,076	92.0	16,500	8.0	3,296	1,930	58.6	1,366	41.4	147,129	21,310	14.5	121,109	82.3	5	0.0	4,706	3.2
February	182,942	167,591	91.6	15,351	8.4	2,995	1,722	57.5	1,273	42.5	145,404	21,040	14.5	116,252	80.0	1,437	1.0	6,675	4.6
March	231,411	200,729	86.7	30,682	13.3	3,347	1,899	56.7	1,448	43.3	118,456	19,640	16.6	90,924	76.8	0	0.0	7,892	6.7
April	226,189	186,757	82.6	39,432	17.4	3,384	1,990	58.8	1,395	41.2	89,731	22,540	25.1	60,801	67.8	0	0.0	6,391	7.1
May	243,120	204,657	84.2	38,463	15.8	3,413	1,955	57.3	1,459	42.7	60,535	25,162	41.6	31,748	52.4	0	0.0	3,625	6.0
June	217,297	186,674	85.9	30,623	14.1	3,245	1,864	57.4	1,381	42.6	33,680	23,608	70.1	977	2.9	246	0.7	8,849	26.3
July	176,545	171,329	97.0	5,216	3.0	3,532	2,063	58.4	1,469	41.6	48,730	23,425	48.1	0	0.0	0	0.0	25,305	51.9
August	177,498	169,239	95.3	8,259	4.7	3,176	1,858	58.5	1,318	41.5	47,792	17,782	37.2	0	0.0	180	0.4	29,830	62.4
September																			
October																			
November																			
December																			

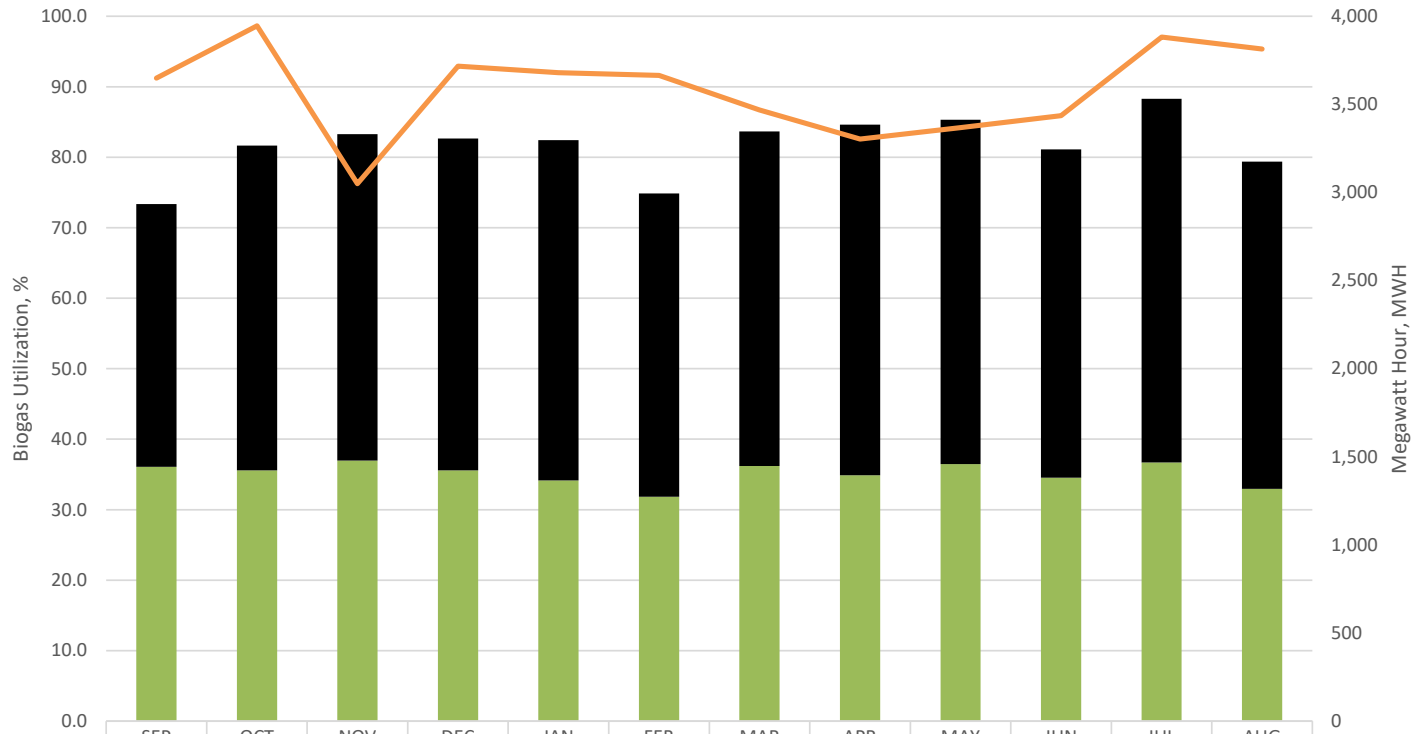
	Co-Generation Unit #3 (P-21)							Co-Generation Unit #4 (P-22)							High Strength Waste Received	Struvite Harvested
	Monthly Run Time (hours)	Total Energy Generated (MWH)	Gas Consumption				Monthly Run Time (hours)	Total Energy Generated (MWH)	Gas Consumption							
			Bio-gas		Natural Gas				Bio-gas		Natural Gas					
			Total (CCF)	% of Total	Total (CCF)	% of Total			Total (CCF)	% of Total	Total (CCF)	% of Total				
January	582	1,107	159,319	97.6	3,796	2.4	136	259	34,462	97.4	909	2.6	811,838	0		
February	324	630	87,848	93.8	5,479	6.2	340	644	86,419	98.6	1,197	1.4	731,616	0		
March	734	1,429	206,127	98.3	7,629	3.7	10	19	2,493	2.230	89.5	263	10.5	976,123	0	
April	284	551	76,035	94.6	4,122	5.4	433	843	117,113	98.1	2,269	1.9	1,143,339	0		
May	178	345	47,998	97.4	1,256	2.6	571	1,113	160,284	98.5	2,369	1.5	1,111,240	0		
June	292	573	77,317	94.4	4,310	5.6	416	808	118,206	96.2	4,539	3.8	689,151	0		
July	246	476	63,215	94.8	9,578	15.2	510	993	133,419	98.2	15,727	11.8	637,354	0		
August	688	134	182,121	94.4	28,479	15.6	61	1,184	16,948	92.0	1,351	8.0	629,323	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								
	Generators			Flare		Purchased			Generated		Incineration			Heating Boiler		Thermal Oil Boiler		Co-Generation Units	
	Total (CCF)	Total (CCF)	% of Total	Total (CCF)	% of Total	Total (MWH)	Total (MWH)	% of Total	Total (MWH)	% of Total	Total (CCF)	Total (CCF)	% of Total	Total (CCF)	% of Total	Total (CCF)	% of Total	Total (CCF)	% of 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 (CCF)	% of Total	Total (CCF)	% of Total			Total (CCF)	% of Total	Total (CCF)	% of Total				
January	326	635	82,089	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	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	716	1,395	185,349	172,632	93.1	12,717	6.9	465,010	0	
May	337	653	96,561	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	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	749	1,459	185,138	143,516	77.5	41,622	22.5	384,958	0	
August	413	797	116,579	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	92.9	42,379	20.1	0	0	0	0	0.0	0	0.0	408,193	0	
October	313	469	72,438	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	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	95.9	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	1,491	1,843	1,852	1,883	1,930	1,722	1,899	1,990	1,955	1,864	2,063	1,858
■ Generated Electricity, MWH	1,443	1,423	1,479	1,423	1,366	1,273	1,448	1,395	1,459	1,381	1,469	1,318
— Biogas Utilized, %	91.2	98.6	76.2	92.9	92.0	91.6	86.7	82.6	84.2	85.9	97.0	95.3

Memorandum

TO: Commissioners

FROM: Nate Qualls

DATE: September 24, 2025

SUBJECT: September Commission Meeting – Executive Director’s Report

- a) The October Commission meeting will be held on Wednesday, October 22, 2025, beginning at 8:30 a.m. This meeting will be a hybrid, held in person and via Zoom videoconference.
- b) **2024 Annual Report.** NEW Water’s Annual Report for 2024 is now available for viewing here: [NEW Water 2024 Annual Report](#).
- c) **NEW Water hosted Rep. Elijah Behnke.** NEW Water hosted Wisconsin Rep. Elijah Behnke (R-Town of Chase) on Sept. 5th for an overview and on Sept. 10th for a tour. See the enclosed image.



- d) **NEW Water hosted Rep. Ryan Spaude.** NEW Water hosted Wisconsin Rep. Ryan Spaude (D-Ashwaubenon) on Sept. 15th for an overview and tour. See the enclosed image.



e) **Wisconsin Wastewater Monitoring Program.**

Measles in Wastewater. In June, the Wisconsin Wastewater Monitoring Program began testing for measles across all 44 participating sites across the state – including GBF and DPF. While measles cases have been reported in a neighboring county, no detections have been found in samples from GBF or DPF to date. The Wisconsin Department of Health Services indicated they will notify wastewater utilities of any positive detections. NEW Water joined the program during the COVID-19 pandemic. Learn more about NEW Water's participation here: <https://www.newwater.us/newsroom/covid-19>.

- *Additionally, the Water Environment Federation (WEF)'s Network of Wastewater-Based Epidemiology has released information about measles and working with wastewater, please see the information on their website here: [Pathogen Fact Sheets](#); this information has also been shared with NEW Water staff; an excerpt from WEF follows below.*

Preventing Infection When Working with Wastewater

Routes of exposure: Uncertainty remains regarding the presence and persistence of infectious MeV in wastewater and what that means for wastewater workers. However, exposure to MeV and other pathogens may occur through inhalation of aerosols during wastewater collection and treatment, or via splashes that contact the eyes, mouth, or other mucous membranes (WEF 2020). Fomite transmission is also possible. Therefore, contact with contaminated surfaces followed by touching the face, especially the eyes or nose, may lead to infection. Surfaces near wastewater equipment are often contaminated, and the risk of transmission of any infectious pathogen may increase in individuals with cuts, abrasions, or open wounds. Wastewater workers may be exposed to measles through contact with infected individuals. As described above, measles is among the most contagious infectious diseases, requiring only brief exposure for transmission (APHA 2022). The virus spreads via respiratory droplets, nasal or throat secretions, and possibly through contaminated personal items such as clothing or bedding. Notably, infected individuals can transmit the virus up to 4 days before the characteristic rash appears—even while asymptomatic—making it difficult to identify and isolate contagious individuals.

f) **Green Stormwater Infrastructure Field Tour at NEW Water's Green Bay Facility.** On Oct. 3, NEW Water will host a group convened by the East River Collaborative, including elected officials, and invited media, to learn about green infrastructure planning, prairie restoration, growing the urban canopy, and permeable parking. Learn more here: <https://east-river-collaborative.tnc.org/pages/meetings-events>.

g) **Public Trail and De Pere Facility (DPF).** In advance of a planned Brown County recreational trail opening behind NEW Water's De Pere Facility, NEW Water is engaging partners to discuss communications and outreach needs related to public health, safety, and security. Additional recreational and environmental initiatives are underway near the DPF and the trail along the Fox River shoreline as well. NEW Water has been informed that the trail is expected to open in 2026.

h) **NEW Water hosted Technical Advisory Committee meeting for the Inflow & Infiltration Reduction Program.** On September 4, NEW Water held a Technical Advisory Committee (TAC) meeting to review and discuss proposed updates to our Sewer Use Ordinance. These updates intend to incorporate specific requirements addressing inflow and infiltration (I&I), a critical step in strengthening our community's

wastewater infrastructure. NEW Water appreciates the TAC's thoughtful feedback and engagement during the meeting. Their insights are instrumental as we continue advancing our shared goal of reducing I&I in our community.

- i) **Moody's Ratings: Aaa for NEW Water GO Bond Issuance.** In preparation for the sale of General Obligation Promissory Notes (\$18.1 million) for the funding of the Downtown Interceptor Renewal Project, Moody's published a press release announcing a Aaa rating on September 16, 2025.

The Aaa Rating Means:

Highest Quality: The debt carries an exceptionally strong creditworthiness.

Lowest Credit Risk: The borrower has the lowest level of risk of default.

Strong Capacity: The issuer has a very strong ability to pay back its financial obligations.

NEW Water will be taking bids for this issuance on September 24, 2025 through the assistance of PFM Financial Advisors LLC.