

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

**June 24, 2026**

**A hybrid meeting will be held both via Zoom Videoconference  
and in the Solids Building 310 Conference Room  
2231 N. Quincy Street  
8:30 a.m.**

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

*Vision: Protecting our most valuable resource, water*

- 1) Safety Moment. (N. Qualls)
- 2) Approval of minutes of the Commission meeting held May 27, 2026. (N. Qualls)
- 3) Introduction of new employee, Jake Fischer. (B. Brown)
- 4) Reserve Balance Update and Transfer. (B. Clausen)  
[Click Here: Memo](#)  
[Click Here: Attachment](#)
- 5) Request Commission approval to execute the quote from Interloc Solutions Dated June 8<sup>th</sup>, 2026 in the amount of \$139,425 for the Maximo Application Suite On-Premise Upgrade. (G. Ashauer)  
[Click Here: Memo](#)  
[Click Here: Attachment](#)
- 6) Request Commission approval of Change Order No. 2 for the Green Bay Facility Administration Building Air Handling Unit Replacement Project #220016 in the amount of \$31,212.08 and to extend the substantial and final completion dates. (B. Brown)  
[Click Here: Memo](#)  
[Click Here: Attachment](#)
- 7) Request Commission approval of Cost Share Agreement for land management Practices with Nick Van Gheem. (E. Houghton)  
[Click Here: Memo](#)  
[Click Here: Attachment](#)
- 8) Request Commission approval to enter into an agreement with Brown and Caldwell for the Environmental Impacts Strategic Planning Project – Phase 1 for a total amount of \$89,389. (J. Smudde)  
[Click Here: Memo](#)  
[Click Here: Attachment](#)  
[Click Here: Attachment](#)

- 9) Sewer Plan Approvals: (L. Sarau)  
[Click Here: Memo](#)  
a) Town of Lawrence, Project # L0017 09-26-00285, GBMSD Request #2026-19.  
[Click Here: Town of Lawrence Map](#)  
[Click Here: NEW Water Map](#)  
b) Village of Howard, Project #26009, GBMSD Request #2026-20.  
[Click Here: Village of Howard Map](#)  
[Click Here: NEW Water Map](#)  
c) Village of Suamico, Project #25-0312.01, GBMSD Request #2026-21.  
[Click Here: Village of Suamico Map](#)  
[Click Here: NEW Water Map](#)
- 10) Convene in closed session, under 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 and under State Statute 19.85(1)(c) for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body as jurisdiction or exercise responsibility:  
a) Potential litigation resulting from environmental testing by a significant industrial user.  
b) Discrimination complaint filed by former employee.
- 11) Reconvene in open session.
- 12) Update of projects:  
a) Green Bay Facility North Plant Clarifier Rehabilitation Project. (B. Brown)  
[Click Here: Report](#)
- 13) Overview of Recent Wisconsin PFAS Legislation and Potential Impacts to NEW Water. (N. Qualls)  
[Click Here: Memo](#)  
[Click Here: Attachment](#)
- 14) Strategic Plan Update. (N. Qualls)  
[Click Here: Memo](#)  
[Click Here: Attachment](#)
- 15) May 2026 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) May 2026 Operations Report. (P. Wescott)  
[Click Here: Memo](#)  
[Click Here: Effluent Report – Green Bay Facility](#)  
[Click Here: Graph of Effluent Report](#)

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

[Click Here: Graph of Effluent Report](#)

[Click Here: R2E2 Energy Report](#)

[Click Here: R2E2 Energy Graph](#)

17) Executive Director's report:

(N. Qualls)

[Click Here: Memo](#)

- a) July Commission Meeting.
- b) NEW Water selected for 2026 George W. Burke Jr. Facility Safety Award.
- c) NEW Water earns the Gus H. Radenbaugh Award.
- d) NACWA Peak Performance Award
- e) 2025 Annual Report

# Memorandum

TO: Commission  
Nathan Qualls

FROM: Beth Clausen

DATE: June 9, 2026

SUBJECT: Financial Reserves Update and Reserve Transfer Approval

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## **Background**

Annually, staff provides the Commission with a status update of the financial reserves. The attached spreadsheet provides a financial overview of NEW Water's five reserves as of January 1, 2026, along with projected reserve expenses and transfers planned for 2026.

Staff recommend the following financial reserve fund transfers and offer an explanation for each:

- Transfer \$75,000 from the General Reserve to the Interceptor Cost Recovery Reserve for the future Siphon Inspection project.

In the 2025 budget, \$75,000 was collected to cover the future Siphon Inspection project; this work has not started. The collection of a municipal-only expense should be held in the ICR until the work is completed. This work is being collected over several years to minimize the budget impact in the year it is completed. Collection to date for this project is \$150,000 (budgeted \$75,000 in both 2024 & 2025).

- Transfer \$51,371 from the General Reserve to the Interceptor Cost Recovery Reserve for favorable budgeted expenses in Interceptor Operating & Maintenance (O&M).

In 2025, O&M expenses for interceptors came in \$51,371 under budget. These budgeted expenses are municipal-only; therefore, the favorable variance should be held in the ICR for future interceptor expenses.



- Transfer \$715,000 from Interceptor Cost Recovery Reserve to General Reserve for the East River Interceptor Abandonment

Portions of the East River Interceptor Renewal Project were identified to be cash-funded in lieu of borrowing. These funds have been held in the Interceptor Cost Recovery reserve and are now ready for disbursement.

- Transfer \$1,000,000 from the General Reserve to the Plant Capital Replacement Reserve to conform to the provisions of the General Reserve Policy.

Upon review of the 2025 year-end balance and future fund uses, the General Reserve has excess funds above the targeted fund balance of 180 days of working capital (2026 budgeted annual capital plus operation and maintenance expenses) that should be transferred to the Plant Capital Replacement Reserve.

### **Recommendation**

Staff recommends Commission approval to transfer \$588,629 from the Interceptor Cost Recovery Reserve to the General Reserve and \$1,000,000 from the General Reserve to the Plant Capital Replacement Reserve.

### **Commission Action**

Request Commission approval to transfer \$588,629 from the Interceptor Cost Recovery Reserve to the General Reserve and \$1,000,000 from the General Reserve to the Plant Capital Replacement Reserve.

Attachments

Reserve Review

	General Reserve	Debt Reserve	Equipment Replacement Fund Reserve (ERF)	Interceptor Cost Recovery Reserve (ICR)	Plant Capital Replacement Reserve (PCRR)	TOTAL
Ending Balance as of Dec 2023	21,944,425	21,116,792	6,252,166	22,149,367	32,039,691	103,502,442
Ending Balance as of Dec 2024	23,355,520	21,588,228	6,519,277	21,944,733	35,041,241	108,449,000
Ending Balance as of Dec 2025	27,210,529	24,695,274	6,793,356	22,021,498	39,210,836	119,931,494
<b>Transfer June 2026:</b>						
Shiphon Inspection Funding	(75,000)			75,000		-
Transfer from General to ICR: 2025 favorable to Budget in Interceptor O&M Expenses	(51,371)			51,371		-
Transfer from ICR to General: East River Interceptor Abandoned Section	715,000			(715,000)		-
						-
Transfer from General to PCRR close 2025 <sup>1</sup>	(1,000,000)				1,000,000	-
<b>Future Transfers to be held in reserves for future transfer or offset:</b>						
Estimated Outstanding Annual Capital Carryover	(3,671,767)					(3,671,767)
Estimated Outstanding Contracted Services Carryover	(1,102,267)					(1,102,267)
Outstanding Compensated Benefits (10% of \$2,750,000 value)	(275,000)					(275,000)
East River Interceptor Abandoned Section, 2026 final payment	(715,000)					
ICR Debt collected in prior year(s) budget, project not started or Debt payment not owed yet:						
EBS Lift Station Rehab (260)	(264,752)					(264,752)
ERLS Redundancy & Rehab (401)	(406,914)					(406,914)
ERI, FRC, EFR Interceptor Rehab (313)	(2,241,709)					(2,241,709)
West Fox River Interceptor Relay & Rehab (314)	(109,764)					(109,764)
Remaining Georgia Pacific Debt Obligations to be paid from Reserves		(1,173,892)				(1,173,892)
Total 2026 Debt Reserve Requirements per Tax Abatement Schedule		(20,947,184)				(20,947,184)
Debt Service for Remaining Interceptor Debt Service Offset				(2,964,860)		(2,964,860)
Future Transfer to General for Ninth St. Interceptor Extension American Drive (Phase II)				(360,000)		(360,000)
Future Transfer to General for South Packerland Drive				(30,000)		(30,000)
Future Transfer for Siphon Inspection				(150,000)		(150,000)
Future Transfer to General GBF: Misc. Pumping and HSW Improvements					(600,000)	(600,000)
<b>Funds Available</b>	18,011,985	2,574,198	6,793,356	17,928,009	39,610,836	84,918,384
Minimum Balance, Per Policy	(17,309,738) <sup>2</sup>	(500,000)	(6,026,051)	(5,000,000)	(5,000,000)	(33,835,789)
<b>Excess (Deficit) Funds above (below) Policy Requirements</b>	702,247	2,074,198 <sup>3</sup>	767,305 <sup>4</sup>	12,928,009 <sup>5</sup>	34,610,836 <sup>6</sup>	51,082,595
Common to All Excess Reserves	702,247 <sup>B</sup>	2,074,198	767,305	12,928,009	34,610,836	38,154,586
Municipal Only Excess Reserves						12,928,009
						51,082,595
						Total Excess available between 120 Days and 180 Days of working capital <sup>A,B</sup> 6,578,185

Notes:

<sup>1</sup> Transfer end of year excess balance from General to PCRR

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

Calculation of Excess Funds based on a 120 day requirement:	General Funds available	18,011,985
	Minimum Balance, Per Policy @ 120 Days	(10,731,553)
	Excess Funds above Policy Requirement @ 120 Days	7,280,432 <sup>A</sup>
Change in working capital 2025 vs 2026:	2025 Budget: 180 days working capital	16,097,330
	2026 Budget: 180 days working capital	17,309,738
	Increase (Decrease) in minimum balance requirement	1,212,408

<sup>3</sup> Balance will be trued up during the analysis of the tax abatement in September

<sup>4</sup> Anticipate minimum balance to increase with the completion of future capital

<sup>5</sup> Excess Funds, upon Commission approval, are anticipated to be used to fund Interceptor projects

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

<sup>7</sup> Working Capital: current year budgeted annual capital plus operation and maintenance expenses

# Memorandum

TO: Commission  
Nathan Qualls

FROM: Greg Ashauer

DATE: June 11, 2026

SUBJECT: Computerized Maintenance Management Asset System  
Upgrade/Migration

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## **Background**

NEW Water's computerized maintenance management system is 10 years old and due for replacement. The current system was implemented in February 2016 and reached end of life in September 2025. No additional development is being put into the current system by the manufacturer. This means there are no software fixes or patches being developed for the current system. This will eventually lead to incompatibility, preventing it from keeping pace with the development of web browsers and server operating systems on which it runs.

The proposed system is the next iteration of the current IBM Maximo Application Suite (MAS) product, which has been available since 2021. Staff participated in product demonstrations of multiple systems to analyze proper fit for internal processes. Benefits noted for migrating to the MAS system include:

- Ability to utilize the existing Maximo database infrastructure.
- Total cost of ownership (affordability)
- Ease of use

It should also be noted that staff researched multiple cloud-hosted providers for the MAS system. Those offerings were not cost-effective, and thus the plan is to keep the system on-premises.

Interloc Solutions is a reputable resale partner for IBM and the MAS asset management system. NEW Water began its partnership with Interloc Solutions in 2023 to provide Ad-Hoc support and technical expertise for the IBM Maximo system. Interloc Solutions also assisted NEW Water with a system enhancement project in 2023. Overall, the experience with Interloc has been positive.

Project cost includes migration from on-premises Maximo to the on-premises MAS asset management system, post-Go-Live support, and ongoing quarterly maintenance tasks for the first year.

Kickoff for migration to the new system is tentatively slated for August 2026, with completed implementation anticipated in October 2026.

### **Recommendation**

Staff recommends Commission approval for the Executive Director to execute the quote dated June 8<sup>th</sup>, 2026 for the *Maximo Application Suite On Premise Upgrade with Infrastructure Managed Services* and issue a purchase order to Interloc Solutions in the amount of \$139,425.00.

### **Commission Action**

Request Commission approval for the Executive Director to execute the quote dated June 8<sup>th</sup>, 2026 for the *Maximo Application Suite On Premise Upgrade with Infrastructure Managed Services* and issue a purchase order to Interloc Solutions in the amount of \$139,425.00.

Attachments: NEW Water\_MAS Upgrade\_Interloc\_20260608



**MAXIMO APPLICATION SUITE ON-PREM UPGRADE W/  
OPTIONAL INFRASTRUCTURE MANAGED SERVICES**

**For**

**NEW WATER**

**June 08, 2026**

**Submitted To:**

NEW Water  
Greg Ashauer  
Information Technology Manager  
2231 N. Quincy St.  
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**Submitted By:**

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## 1. INTRODUCTION

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NEW Water has requested a proposal from Interloc Solutions, Inc. (Interloc) to perform an on-premises (On-Prem) upgrade of NEW Water’s IBM Maximo Asset Management (Maximo) v.7.6.1.3 implementation to the IBM Maximo Application Suite (MAS) v.9.1.

This document outlines our approach, estimated level of effort (LOE), and project costs for the upgrade. Additionally, we are providing an optional offer for Interloc MAS Infrastructure Managed Services (IMS), which is tailored for organizations opting to host their MAS environment on-premises, particularly those seeking expert support to manage and maintain the underlying infrastructure.

Our proposal has been constructed based upon Interloc’s understanding of NEW Water’s requirements, industry best practices, and Interloc’s familiarity with NEW Water’s preferred business practices and current Maximo implementation.

## 2. SCOPE OF WORK

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### 2.1 MAS Upgrade

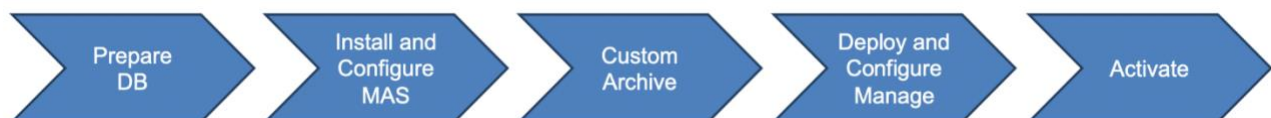
#### 2.1.1 MAS Upgrade Overview

MAS is comprised of many applications such as Manage, Monitor, Health, and Predict. The legacy Maximo v7.6.x series when upgraded to MAS, upgrades to the MAS Manage application (MAS Manage). The upgrade to MAS Manage has minimal changes to the functionality from NEW Water’s current Maximo; however, it does bring a new look and feel and a different user interface (UI) skin, so there is a need to re-train the end-users on the navigation and general topics. The biggest changes invoked by MAS are in the underlying architecture moving to Red Hat OCP.

The deployment of MAS requires a significant change to the infrastructure upon which Maximo will reside. Although there is an upgrade path provided by IBM for the Maximo Database (DB) to be upgraded to MAS, all hosted, as well as on-prem, environments will need to be reinstalled and reconfigured from the ground-up.

There is also a significant change in the licensing for the new MAS product from licensing by module/product by authorized or concurrent to the real-time authorized or concurrent licensing MAS AppPoints model. For the purposes of this proposal, it is assumed NEW Water will be handling how their licenses will be “traded up” to IBM MAS AppPoints. Optionally, upon request or need, Interloc can provide guidance on MAS licensing options and/ or also resell additional MAS AppPoints.

This Statement of Work (SOW) has been developed based upon Interloc’s understanding of NEW Water’s request for an upgrade to MAS v9.1. This project will be a like-for-like upgrade and will not include any effort for functionality updates. The following is a high-level view of how Interloc will upgrade NEW Water to MAS v9.1.



## Prepare DB

NEW Water’s existing Maximo 7.6.1.3 DB will be used as an initial starting point. Since NEW Water’s Maximo DB will already be on the latest version of 7.6.1.3, no additional preparation of the DB is needed for the upgrade to MAS.

## Install and Configure MAS

The installation and configuration of MAS requires a high level of expertise in Red Hat OCP and Linux-based operating systems.

For an on-prem upgrade, NEW Water is responsible for provisioning the necessary hardware and infrastructure in accordance with the IBM calculator for the initial Red Hat OCP cluster. Additional Red Hat OCP clusters will need to be allocated based on the LOE schedule.

Interloc will leverage standard procedures and proprietary scripting to deploy MAS and its dependent components efficiently using semi-automated processes. These methods ensure streamlined installation and maintain strict standardization across deployments

## Custom Archive

For clients with customizations, an archive is prepared for packaging. This archive considers any NEW Water Java customizations to be folded into MAS. It is recommended that Java customizations be converted to Maximo Automation Scripts, but in situations where customizations are required to be upgraded with MAS, they will be incorporated at this stage.

## Deploy and Configure Manage

Configurations to MAS Manage will involve, but are not limited to, connections to the DB, Lightweight Directory Access Protocol (LDAP) connections, Security Assertion Markup Languages (SAML) Single Sign-on (SSO) configurations, storage, attached documents, and server bundles. Once the configurations are set, MAS Manage can be deployed.

## Activate

The activation process is what will start up MAS Manage and upgrade the DB. If errors are encountered at this stage, the errors will need to be corrected, and activation re-started. To proactively catch errors, it is recommended that the integrity checker process run first and have errors corrected prior to activation.

### 2.1.2 Required Tasks

Task	Description	Resource Type	Hours
<b>1</b>	<b>Oversight</b>		
1.1	Project Management Oversight	Interloc Project Manager	48
1.2	MAS Technical Oversight	Senior MAS Specialist	9
<b>2.</b>	<b>Upgrade Development (DEV) Environment</b>		
2.1	Support NEW Water with any Issues with On-Prem Infrastructure for MAS	MAS Senior Technical	18
2.2	Provision / Review Servers and Setup Infrastructure	MAS Senior Technical	3
2.3	Run Integrity Check and Resolve Errors (if errors are seen)	MAS Senior Technical	9

Task	Description	Resource Type	Hours
2.4	Install Non-Production Red Hat OCP Cluster	MAS Senior Technical	4
2.5	Install MAS and supporting components	MAS Senior Technical	4
2.6	Copy Production DB into Dev DB and setup backups	MAS Senior Technical	3
2.7	Doclink transfer and DB update for Doclinks	MAS Senior Technical	2
2.8	Kafka config	MAS Senior Technical	2
2.9	Create customer custom archive from java customizations	MAS Senior Technical	11
2.10	Deploy and Configure Manage (must include custom archives)	MAS Senior Technical	2
2.11	Activate Manage (upgrades DB and activates Manage)	MAS Senior Technical	6
2.12	User updates	MAS Senior Technical	2
2.13	Configure SAML SSO / LDAP	MAS Senior Technical	9
2.14	Support NEW Water in Upgrade of Integrations (3)	MAS Senior Technical	7
2.15	Support MAS Functional Testing and Correct Errors	MAS Senior Functional	4
2.16	Train the Trainer for End User Delta Training Material Prep	MAS Senior Functional	11
<b>3.</b>	<b>Support User Acceptance Testing (UAT) &amp; Training</b>		
3.1	Support UAT	MAS Functional	44
3.2	Resolve Issues from UAT	MAS Technical	22
3.3	Train the Trainer for End User Delta Training	MAS Functional	9
<b>4.</b>	<b>Upgrade Production (PROD) Environment</b>		
4.1	Provision / Review Servers and Setup Infrastructure	MAS Senior Technical	3
4.2	Install Production Red Hat OCP Cluster	MAS Senior Technical	4
4.3	Install MAS and supporting components	MAS Senior Technical	4
4.4	Setup backups	MAS Senior Technical	2
4.5	Doclink transfer and DB update for Doclinks	MAS Senior Technical	2
4.6	Kafka config	MAS Senior Technical	2
4.7	Deploy and Configure Manage (must include custom archives)	MAS Senior Technical	2
4.8	Activate Manage (upgrades DB and activates Manage)	MAS Senior Technical	6

Task	Description	Resource Type	Hours
4.9	User updates	MAS Senior Technical	2
4.10	Support NEW Water in Upgrade of Integrations (3)	MAS Senior Technical	3
4.11	Configure SAML SSO / LDAP	MAS Senior Technical	2
4.12	Support MAS Functional Verification and Correct Errors	MAS Senior Functional	4
<b>5.</b>	<b>Post Upgrade Support</b>		
5.1	Support	MAS Senior Technical	44
<b>Total Hours</b>			<b>309</b>

### 2.1.3 High-Level Project Schedule

Task	Description	Week				
		1	2	3	4	5
1.	Oversight					
2.	Upgrade DEV Environment					
3.	User Acceptance Testing					
4.	Upgrade PROD Environment					
5.	Support					

## 2.2 Optional Interloc MAS IMS Support

NEW Water will be allotted up to a maximum of 30 hours per quarter solely for IMS as defined by the Scope provided below. Should NEW Water expend its quarterly allotment, they will be billed at the applicable hourly rate on Interloc’s current year project rate card unless a special agreement is made ahead of time. If NEW Water’s IMS usage exceeds 30 hours quarterly, Interloc and NEW Water will meet to jointly discuss NEW Water’s ongoing IMS usage. If NEW Water anticipates their IMS usage to continue at that level, Interloc will have the opportunity to adjust NEW Water’s IMS Cost accordingly via a Change Order Request (COR).

Please note, any efforts greater than one (1) day will be considered project work and will have to be scheduled and conducted with project rates. Additionally, fixes or modifications due to another vendor’s modification to the NEW WATER system are viewed as projects, not IMS hours. IMS hours are restricted to Infrastructure purposes only. DB Management is not included in these IMS hours.

Interloc shall provide infrastructure support services for the Maximo Application Suite (MAS) environment (“Support Services”) as outlined in Section 2.2.1. Services outside of this defined scope are excluded and may be delivered under a separate agreement, as further described in Section 2.2.2 (Support Services Exclusions).

### 2.2.1 Base Support

- 24/7 Monitoring of Red Hat OpenShift Container Platform (Red Hat OCP)
- 24/7 Support for Red Hat OCP
- Red Hat Linux Operating system administration/patching/upgrades

- MAS product maintenance (patches), and minor version upgrade support

## **SLA Alignment**

All service levels, response objectives, and commitments are governed exclusively by Section 2.2.3 (SLA).

### **2.2.2 Support Services Exclusions**

The following services are excluded from the Support Services Scope:

- MAS major release upgrade support is not included in this Agreement as it is a considered a Project that requires a Level of Effort.
- Any efforts greater than one (1) day will be considered project work and will have to be scheduled and conducted with project rates.
- Fixes or modifications due to another vendor's modification to the NEW Water system.
- DB Administration & Management is not included.

Out-of-scope services may be delivered under separate agreements or project-based LOE engagements.

### **2.2.3 Service Level Agreement (SLA)**

#### **Support Access and Contacts**

Interloc shall designate up to three (3) primary Points of Contact (POCs). Additional POCs may be approved by Interloc.

- Support Portal: [support.interlocsolutions.com](https://support.interlocsolutions.com)
- Critical/System Down Support (24x7): 888-511-2655
- Support Assistance: [help@interlocsolutions.com](mailto:help@interlocsolutions.com)

Interloc shall manage all support-related communications from incident identification through resolution.

Severity 1 (Critical) incidents should be reported via telephone to ensure immediate response.

#### **Hours of Operation**

Standard Support Hours: Monday through Friday, 8:00 AM to 6:00 PM (NEW Water local time), excluding Interloc holidays.

Mission Critical Support: Severity 1 incidents are supported 24x7.

#### **Incident Management and Resolution Process**

- Log incident and assign case reference.
- Perform problem discovery and request NEW Water input as necessary.
- Perform triage and severity classification.
- Initiate investigation and resolution activities.

Interloc will use commercially reasonable efforts to resolve incidents within scope.

NEW Water shall engage IBM for product defects where applicable; Interloc will assist coordination.

#### **Third-Party Support Escalation (IBM)**

In the event Interloc is unable to resolve an issue, or determines that a suspected product defect exists, the following escalation procedures shall apply:

### **Licensing Managed Directly with IBM**

As NEW Water maintains software licensing directly with IBM, the NEW Water shall be responsible for initiating and managing support cases with IBM. In such instances, Interloc shall provide reasonable assistance to NEW Water, including collaboration in troubleshooting, analysis, and coordination with IBM, as required to support timely resolution.

For both scenarios, upon resolution of the issue, and subject to NEW Water confirmation of satisfactory remediation, Interloc shall close its support case and, where applicable, coordinate closure of the corresponding IBM case.

### **Severity Classification**

Severity Level	Definition
Severity 1	Critical: System unavailable or severe operational impact.
Severity 2	Significant: Major functionality impaired.
Severity 3	Moderate: Non-critical functionality impacted.
Severity 4	Minimal: Minor issue or request.

### **Response Time Objectives**

Severity Level	Response Goal
Severity 1	Within 1 hour (24x7)
Severity 2	Within 4 business hours.
Severity 3	Within 8 business hours.
Severity 4	Within 8 business hours.

Response time represents acknowledgment and initiation of troubleshooting. Resolution times are not guaranteed.

Resolution duration depends on complexity, dependencies, third-party involvement, and NEW Water responsiveness.

Interloc will use commercially reasonable efforts to continuously progress resolution activities.

Delays due to NEW Water dependencies may impact SLA performance.

### **System Availability Commitment**

System availability does not include downtime due to NEW Water's on-prem environment, only system availability due to managing of technologies that are the responsibility of Interloc.

System availability does not include downtime for planned/scheduled maintenance or outages.

## **3. COSTS AND ASSUMPTIONS**

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### **3.1 Costs**

#### **3.1.1 MAS Upgrade**

This proposal is being offered under a Time and Materials (T&M) model. NEW Water will be invoiced for actual hours worked, with invoices to be submitted monthly. If more time is required than estimated, notification will be given to, and approval sought by NEW Water prior to

commencement of any additional work. If additional work is needed, it will be addressed via a change order request (COR).

<b>Services</b>			
<b>Resource</b>	<b>Rate/Hr</b>	<b>Hours</b>	<b>Cost</b>
Project Manager	\$220	48	\$10,560
Senior MAS Specialist	\$225	9	\$2,025
MAS Senior Functional	\$195	72	\$14,040
MAS Senior Technical	\$210	180	\$37,800
<b>Total Cost</b>			<b>\$64,425</b>

### 3.1.2 *Optional Interloc IMS*

The IMS cost below requires one-year commitment. Subsequent years are subject to a 5% increase based on Cost-of-Living Adjustments (COLAs). | IMS Hours to be invoiced annually. Additional hours, expenses and project costs will be invoiced monthly.

<b>Service</b>	<b>Annual Cost</b>
IMS Support	<b>\$75,000</b>

## 3.2 **Assumptions**

### 3.2.1 *Standard Assumptions*

- Virtual Private Network (VPN) access will be required for remote off-site arrangement.
- No travel is expected for this project. Should travel become required, associated costs will be incurred. Interloc resources typically work 4 x 10-hour workdays while on-site, with anticipated travel estimated cost at \$2,500 per week. Estimated vs actual travel costs will be tracked and can be provided. Any travel will be planned well in advance for the benefit of both Interloc and NEW Water.
- Effort is time based, and tasks will be performed in order of priority. Tasks that are not complete or cannot be completed in the time directed will require a COR.
- The level of effort for each task in this proposal is meant to reflect the maximum time. Should additional time be required, the Interloc Project Manager will meet with the NEW Water Project Manager to review the schedule and any impacts.
- LOE between tasks may be transferred between tasks as long as it does not impact overall cost and schedule.
- Requirements and anticipated system changes will be reviewed with NEW Water at the start of this work. Should this review result in unanticipated changes, these changes and the associated Level of Effort (LOE) will be discussed with NEW Water prior to starting work.
- Issues and bugs with Maximo core code are the responsibility of IBM. Interloc may be able to resolve the problem, however that effort would be covered under the change order or separate Statement of Work (SOW).
- If delays are encountered on a NEW Water activity, or any other vendor's activity, that causes any impact to any deliverable date according to the plan, the Interloc Project Manager will raise the issue with the NEW Water Project Manager to determine the impact at no fault to Interloc. If any combined project delays will jeopardize the project schedule or estimated hours, additional costs will be incurred, unless Interloc resources can be assigned to another project for the duration of the delay.

- In the case of any delays caused by Interloc, Interloc will work in good faith to restore the schedule to its intended timeline as soon as possible and will not charge the NEW Water for costs due to the delay.
- Delays due to Force Majeure: Any delays due to unforeseen circumstances not attributable to NEW Water, other Vendors or Interloc (Acts of God, Pandemic, or Imposed Travel restrictions), will be considered on a case-by-case basis. These delays are considered outside risks of the project, and any delays will be negotiated in good faith by the contracting parties.
- Interloc's payment terms are Net 30.
- All labor hours incurred on the project will be recorded in 30-minute increments.
- All prices may be subject to additional costs for local taxes, federal taxes, or Value Added Tax (VAT) where applicable.
- Proposal is valid for 60 days after submission.

### **3.2.2 Project Specific Assumptions**

#### **MAS Upgrade Assumptions & Prerequisites**

##### ***Assumptions***

- Admin level access will be required for MAS consultants developing the solution. This includes access to the MAS administration machine, DB connection, application server, MAS application, WebSphere application, Red Hat Open Shift Clusters and MAS Infrastructure Components.
- The NEW Water on-prem infrastructure will be made available by NEW Water for Interloc at project start.
- Only two environments will be upgraded- DEV and Production.
- This upgrade will be a like for like upgrade with no functionality updates.
- All Test Scripts and execution of Testing will be performed by NEW Water. Interloc will support this activity.
- End user training is delta training only with train the trainer. Standard generic training material from IBM documentation will be leveraged for train the trainer.
- No mobile solutions to consider
- Training will be delta training only, adopting a train-the-trainer model.
- If a secure VPN Tunnel is required, this will result in additional time and cost for configuring the device.
- NEW Water will be responsible for changes to integrations inbound to MAS to make them compatible with MAS Authentication. Interloc will support this effort.
- Kerberos will not be used as it is not supported with MAS for authentication. SAML will be used for single sign-on.
- Five days are allotted for Product Acceptance once UAT defects have been resolved.
- The work covered in this proposal is warrantied for 30 days after product acceptance (whether direct or default).

##### ***Prerequisites***

In order to move NEW Water to MAS, the following prerequisites are required in regard to designing the Red Hat OCP Clusters to host the MAS environments:

- Broadcast Domain: All Red Hat OCP nodes will have connectivity between each other on the same Red Hat OCP cluster, including broadcasts.
- Dynamic Host Configuration Protocol (DHCP): All Red Hat OCP nodes will have Internet Protocol (IP) addresses assigned by DHCP on their respective subnets. These should

be made via reservations to their Media Access Control (MAC) addresses, so they are stable and don't change over time.

- Virtual IPs: Each Red Hat OCP Cluster will need a couple of Virtual IPs on the same subnet as the nodes that will be assigned to a couple of endpoints, namely "Ingress" and "application programming interface (API)".
- Domain Name System (DNS): All Red Hat OCP nodes will have access to DNS and be able to resolve (lookup) outside names as well as internal names as needed.
- Internet Access: All Red Hat OCP nodes will have internet access to download packages, images and will report telemetry to RedHat servers. If a Red Hat OCP cluster needs to be built as disconnected from the internet, it can be done but requires additional infrastructure and configuration. A proxy can be used and configured in case that option is available. A more direct connection is preferred (via network access translation (NAT) for IPv4, as an example).
- Base Cluster Uniform Resource Locator (URL): Each Cluster will need a Base Domain (Fully Qualified Domain Name (FQDN)) and Short Name to be used to build the base cluster URL. Many other URLs will be derived from this Base URL. It is recommended this Base Cluster URL to be a subdomain of the Base Company Domain.
- DNS records: Many DNS records will have to be entered into the company DNS servers for each cluster, some of them will be "wildcard" records.
- Internal Certificates: This applies to internal access to the cluster services where applicable. If your organization has a current Certificate Authority which is authoritative to issue Certificates for the company domain and can delegate issuance of certificates for subdomains, a trust delegation to issue certificates for the Base Cluster URL and many sub-URLs is required in order to configure the cluster to automatically issue valid internal certificates as needed. Self-signed certificates are not recommended.
- Public Certificates: This applies to external access to the cluster services where applicable. Valid Public Certificates issued by a Public Certification Authority can be configured but may need several. It is recommended is to automatically issue valid Public Certificates using "Let's Encrypt" (which is also free of charge). That also requires that the DNS server for the domain records being used to be hosted in one of the supported hosting providers (which will allow the Cert Manager Automated Certificate Management Environment (ACME) plugin to authenticate using the DNS01 mechanism). Please see <https://cert-manager.io/docs/configuration/acme/dns01/> under Supported DNS01 providers.

There may be additional needs or dependencies that might become apparent. Keeping the communications open during installation will be crucial to success.

### **Optional MAS IMS Assumptions**

- Interloc assumes that NEW Water will provide ready access to suitable resources, including access to development environments and DBs or networks via VPN or other means when required for each task.
- NEW Water on-prem infrastructure will be made available by NEW Water for Interloc at project start.
- Discontinuation of IMS (after 1 year commit) requires 30 days' notice to Interloc prior to date of renewal.
- There is no training effort involved in this proposal.
- DB management is not included in the hours listed.
- NEW Water will be responsible for the integration efforts and communications with external system SMEs.
- Interloc's payment terms are Net 30.

#### 4. POINTS OF CONTACT

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##### **Interloc Solutions, Inc.**

Jed Dickens  
Vice President, Commercial Solutions  
340 Palladio Parkway, Ste. 526  
Folsom, CA 95630  
(279) 245-4427  
jdickens@interlocsolutions.com

##### **NEW Water**

Greg Ashauer  
Information Technology Manager  
2231 N. Quincy St.  
Green Bay, WI 54302  
(920) 438-1010  
gashauer@newwater.us

## 5. SIGNATURE

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This signature page, together with the proposal's contents, sets out the terms and conditions between Interloc Solutions and NEW Water. NEW Water signature and selection of optional services (if applicable) permits Interloc to proceed with scheduling the work described in this proposal. Commencement of work begins with Interloc's receipt of a purchase order from NEW Water.

Optional Services	Selection
Interloc IMS	

This Agreement is completed on behalf of NEW Water by:

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Date: \_\_\_\_\_

This Agreement is completed on behalf of Interloc by:

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Date: \_\_\_\_\_

# Memorandum

TO: Commission  
Nathan Qualls

FROM: Robert Brown

DATE: June 12, 2026

SUBJECT: Green Bay Facility Administration Building Air Handling Unit Replacement Project – Change Order No. 2

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## **Background**

In February of 2025, the Commission awarded a construction contract for the Green Bay Facility Administration Building AHU Replacement Project to Hurckman Mechanical Industries, Inc. A 10% contingency of \$152,300 was added to the contract amount of \$1,523,300 to address unanticipated changes. Hurckman previously submitted a single change order for their work, resulting in a modest credit of \$6,628.90 and an extension of the substantial completion date by 28 days.

The most significant charges incorporated into Change Order No. 2 are for safety enhancements and site improvements associated with areas impacted by the project, which are typical for this type of project. The total cost of roughly \$31,000 falls within the remaining contingency budget; however, multiple issues have impacted the project schedule. The Contractor was unable to meet the original February 18 substantial completion date and is requesting a 72-day extension (in addition to 28 days previously granted), resulting in a revised substantial completion date of May 29, 2026. The Contractor is also requesting a 76-day extension to the date for final completion. Per policy, Commission approval of Change Order No. 2 is required for the time adjustment of 60 days or more.

## **Recommendation**

Staff recommends Commission approval of Green Bay Facility Administration Building Air Handling Unit Replacement Project Change Order No. 2, increasing the contract value by \$31,212.08 and extending the substantial and final completion dates by 72 days and 76 days, respectively

## **Commission Action**

Request Commission approval of Green Bay Facility Administration Building Air Handling Unit Replacement Project Change Order No. 2, increasing contract value by \$31,212.08 and extending the deadline for substantial and final completion dates by 72 and 76 days, respectively.

Attachment



June 11, 2026

**CHANGE ORDER NO. 2**

**PROJECT:** Green Bay Facility Administration Building Air Handling Unit Replacement  
**OWNER:** Green Bay Metropolitan Sewerage District, Wisconsin  
**CONTRACT:** MSD-220016-CO1  
**CONTRACTOR:** Hurckman Mechanical Industries, Inc.

**Description of Change**

2a	Work Change Directive (WCD) No. 04–South Penthouse Roof Railing Modification	ADD	\$15,640.80
2b	WCD No. 05–Maintenance Building Chiller Pad Removal	ADD	\$7,275.20
2c	WCD No. 06–Additional Cottonwood Screening	ADD	\$1,419.22
2d	WCD No. 07–North Penthouse Control Panel Modifications	ADD	\$527.85
2e	Cost Proposal Request (CPR) No. 006–Integration of Data Center Fan	ADD	\$2,662.92
2f	CPR No. 007–Integration of EF-A9	ADD	\$3,686.09
	<b>TOTAL VALUE OF THIS CHANGE ORDER:</b>	<b>ADD</b>	<b>\$31,212.08</b>

**Contract Price Adjustment**

Original Contract Price	\$1,523,300.00
Previous Change Order Adjustments	(\$6,628.90)
Adjustment in Contract Price this Change Order	\$31,212.08
Current Contract Price including this Change Order	\$1,547,883.18

**Contract Substantial Completion Date Adjustment**

Original Contract Substantial Completion Date	February 18, 2026
Contract Substantial Completion Date Adjustments due to previous Change Orders	28 Days
Contract Substantial Completion Date Adjustments due to this Change Order	72 Days
Current Substantial Contract Completion Dates including all Change Orders	May 29, 2026



# Memorandum

TO: Commission  
Nathan Qualls

FROM: Erin Houghton

DATE: June 12, 2026

SUBJECT: Nick VanGheem Cost Share Agreement CSAS6075

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## **Background**

Under the NEW Watershed Program, for adaptive management permit compliance, NEW Water enters into cost-share agreements (CSAs) with landowners and/or land operators in the watershed action area of Ashwaubenon and Dutchman Creeks. This proposed CSA (attached) reflects the intent to implement a grassed waterway, streambank clearing and stabilization work, as well as a constructed stable stream crossing for continued use of lands on both sides of the stream for landowner VanGheem Nicholas J & Constance L Rev Living Trust (Nick VanGheem).

NEW Water partners with Outagamie County to provide support staff dedicated to assisting with the implementation of BMPs in the adaptive management action area. The construction site management for work will be managed by an Outagamie County Engineering Technician, utilizing their selected contractors. An established workflow process that has been used on similar BMP construction projects in the watershed will be utilized. The proposed grassed waterway has completed designs and an expected implementation date of early August 2026. The design of the other practices will be completed following detailed site evaluations.

The intent of a CSA is to formalize an agreement between NEW Water and the landowner/operator that they have discussed resource concerns on their land with NEW Watershed Program staff, and that both agree to move forward to select the best practice for the resource concern. Contingency funds for the CSA are recommended because there are times when a BMP may change as the full site surveys and design work come together. Project dollar amounts included in the initial CSA Exhibit 1 Table will also change, as these are estimates generated by the program's GIS based on the costs of previously designed projects.

Upon final BMP implementation and verification, the CSA Exhibit 1 Table is updated with any confirmed cost-share values, change orders, BMP changes, and final costs. To close out the CSA, the landowner/operator must sign the updated Exhibit 1 Table, which also includes final costs, a final design map, and an operation and maintenance agreement.

NEW Water is supportive of the BMPs listed on the Nick VanGheem CSA and believes they will make valuable contributions towards NEW Water's total phosphorus and total suspended solids reduction goals for adaptive management. As indicated in the CSA Exhibit 1 table, NEW Water anticipates an estimated \$101,000 of cost share from outside entities to offset some of the estimated \$251,132.73.

### **Recommendation**

NEW Water staff recommends the Commission grant NEW Water's Executive Director the authority to sign this Nick VanGheem Cost Share Agreement CSAS6075 for the implementation of practices listed in Exhibit 1 for a total estimated project amount of \$251,132.73, with an additional 5% contingency of \$12,560.

### **Commission Action**

Request Commission approval for NEW Water's Executive Director to enter into Cost Share Agreement CSAS6075 with Nick VanGheem in the estimated amount of \$251,132.73, plus a 5% contingency of \$12,560 administered under the authority of the Executive Director for a total authorized amount of \$263,692.73.

Attachment.



COST SHARE AGREEMENT NO.  
ACDCS6075

**COST SHARE AGREEMENT**  
Ashwaubenon Creek / Dutchman Creek  
Adaptive Management Program

This agreement (“**Agreement**”) is made and entered into by and among Green Bay Metropolitan Sewerage District (“**GBMSD**”) and the below-referenced landowner(s) of the property (the “**Cost Share Recipient**”).

The person identified below is receiving cost share funds provided through GBMSD. As described in the Best Management Practices Plan (Exhibit 1), cost share funds will be provided to the Cost Share Recipient in return for the design, installation, and operation & maintenance of best management practices (“**BMPs**”) designed to achieve certain water quality standards. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Cost Share Recipient, their respective heirs, successors and assigns, agree and commit to fulfill the terms and conditions of the cost-share arrangement set forth in this Agreement and Exhibit 1.

The design, BMP cost, installation schedule, and operation & maintenance plan are also maintained on file with the Outagamie County Land Conservation Department (the “**Technical Service Provider**”) and GBMSD. This Agreement relates to the land legally described in the “Property Information” section below (the “**Property**”).

NAME AND RETURN ADDRESS



NEW Water  
Green Bay Metropolitan Sewerage District  
Attn: Contract and Grant Specialist  
2231 N Quincy Street  
Green Bay, WI 54302

Parcel Identification Number(s)

HB-473, L-386, L-387, L-388, L-428,  
L-428 -1, L-429, L-432

Cost Share Agreement Information	
Landowner/Cost Share Recipient Name: VANGHEEM NICHOLAS J & CONSTANCE L REV LIVING TRT	
Field Name: 216NVGF H-4A, 216NVGF H-4B, 216NVGF S-5, 216NVGF S-6, 216NVGF S7-9N, 216NVGF S7-9S, 216NVGFJ-11	
<b>For more information regarding this Cost Share Program and/or for cost share payment assistance, call or contact:</b> Green Bay Metropolitan Sewerage District	<b>For more information regarding technical assistance, call or contact:</b> Outagamie County Land Conservation Department
Erin Houghton, Watershed Programs Manager 2231 North Quincy Street Green Bay, Wisconsin 54302 Phone: 920-438-1071	Sam Welch, Engineering Technician 3365 West Brewster Street Appleton, Wisconsin 54914 Phone: 920-209-2620

Landowner/Cost Share Recipient Information		
Name(s) of LANDOWNER (Last, First, M.I.): VANGHEEM NICHOLAS J & CONSTANCE L REV LIVING TRT		
Name(s) of LANDOWNER (Last, First, M.I.): VANGHEEM NICHOLAS J & CONSTANCE L REV LIVING TRT		
Street Address: 2156 MID VALLEY DRIVE		
City: DE PERE	State: WI	Zip Code: 54115

Property Information
<p>Legal Description of Property:</p> <p>DEED: DOCUMENT Nos.</p> <p>PARCEL HB-473: 40.393 AC M/L          LOT 17 SEC 35 T23N R19E EX 1128 R 256 &amp; EX J12457-07 &amp; EX J13065-15 &amp; EX RD: Brown County</p> <p>PARCEL L-432: 25.471 AC M/L          SUBD OF WILLIAMS GRANT PART OF LOT 51 DESC IN 1557432 EX RD: Brown County</p> <p>PARCEL L-386: 36.079 AC M/L          SUBD OF WILLIAMS GRANT LOT 14 EX 1065 R 418: Brown County</p> <p>PARCEL L-387: 36.884 AC M/L          SUBD OF WILLIAMS GRANT LOT 15 EX 1065 R 418: Brown County</p> <p>PARCEL L-388: 39.799 AC M/L          SUBD OF WILLIAMS GRANT LOT 16: Brown County</p> <p>PARCEL L-428: 38.015 AC M/L          PLAT OF THE SUBD OF THE WILLIAMS GRANT LOT 49 EX HWY &amp; EX J888-25: Brown County</p> <p>PARCEL L-428-1: 1.947 AC M/L          WILLIAM GRANT S 150 FT OF E 300' OF LOT 49 LYG W OF HWY 41 DESC IN J888-25 &amp; PRT DESC IN 2755353: Brown County</p> <p>PARCEL L-429: 37.460 AC M/L          WILLIAMS GRANT LOT 50 EX J2841-3 &amp; EX HWY: Brown County</p> <p>Parcel 1: Lots 14, 15, and 16, according to the recorded Plat of Williams Grant, in the Town of Lawrence, Brown County, Wisconsin. Subject to easements of record.</p> <p>Excepting therefrom: That part of Lots 14 and 15, Plat of Williams Grant, Town of Lawrence, Brown County, Wisconsin, described as follows:</p> <p>Commencing at the Southeast corner of Lot 16 of said Plat; thence N 37° 25' E along the Easterly line of said Lots 16 and 15, 854.00 feet to the point of beginning; thence continuing N 37° 25' E along said Easterly line 195.20 feet to the Southeast corner of said Lot 14; thence N 37° 29' E along the Easterly line of said Lot 14, 244.80 feet; thence N 52° 35' W 733.28 feet; thence S 37° 25' W 440 feet; thence S 52° 35' E 733.00 feet to the point of beginning, excepting therefrom the Easterly 40.00 feet which is subject to road purposes. Containing 7.00 acres, more or less.</p>

Parcel 2: A parcel of land located in Lot 51, Plat of Williams Grant Subdivision, Town of Lawrence, Brown County, Wisconsin, described as follows:

Commencing at the Northwest corner of Lot 51 of Williams Grant Subdivision; thence S 54° 55' 24" E 40.01 feet to the Easterly right-of-way of C.T.H. "F"; thence continuing S 54° 55' 24" E along the north line of Lot 51 a distance of 1942.46 feet; thence S 37° 50' 36" W along the West line of a parcel described in 14637-22, Brown County Records, a distance of 522.64 feet to the south line of Lot 51; thence N 55° 01' 53" W along the south line 2239.50 feet; thence N 37° 30' 37" E along the east line of a parcel described in J2478-10, Brown County Records, a distance of 303.71 feet to the south line of a parcel described in 960 Records 377, Brown County Records; thence S 54° 55' 24" E along the south line 299.89 feet; thence N 37° 30' 37" E along the east line of a parcel described in 960 Records 377, Brown County Records, a distance of 223.00 feet to the point of beginning.

Parcel No. L-432

Parcel 1: Lots 14, 15, and 16, according to the recorded Plat of Williams Grant, in the Town of Lawrence, Brown County, Wisconsin. Subject to easement of record.

Excepting therefrom: That part of Lots 14 and 15, Plat of Williams Grant, Town of Lawrence, Brown County, Wisconsin, described as follows:

Commencing at the Southeast corner of Lot 16 of said Plat; thence N 37° 25' E along the Easterly line of said Lots 16 and 15, 854.00 feet to the point of beginning; thence continuing N 37° 25' E along said Easterly line 195.20 feet to the Southeast corner of said Lot 14; thence N 37° 29' E along the Easterly line of said Lot 14, 244.80 feet; thence S 52° 35' E 733.00 feet to the point of beginning, excepting therefrom the Easterly 40.00 feet which is subject to road purposes. Containing 7.00 acres more or less.

Parcel Nos: L-386, L-387, and L-388

Parcel 3: Lot Fifty (50) except the Easterly One Hundred Eighty (180) feet thereof lying adjacent to and West of U.S. Highway 41 and lying North of the South One Hundred Thirty-five (135) feet thereof and all of Lots Forty-nine (49), Forty-eight (48), and Forty-seven (47) all subject to highway rights-of-way and all being in and according to the recorded plat of Williams Grant.

Excepting therefrom: That part of Lots 50 and 51 of the Plat of Williams Grant, Town of Lawrence, Brown County, Wisconsin, described as follows: Commencing at the northeast corner of Lot 50; thence N 52° 11' 25" W, 24.78 feet to the intersection with the westerly right-of-way of U.S. Highway "41" being the point of beginning; thence S 40° 44' 36" W, 385.77 feet along the westerly right-of-way of U.S. Highway "41"; thence N 52° 11' 45" W, 180.24 feet; thence N 40° 44' 36" E, 385.79 feet; thence N 52° 11' 25" W, 71.34 feet; thence N 40° 44' 36" E, 66.09 feet; thence S 52° 11' 25" E, 251.58 feet; thence S 40° 44' 36" E, 66.09 feet along the westerly right-of-way of U.S. H. "41" to the point of beginning. Parcel contains 1.975 acres.

Parcel Nos: L-426, L-427, L-428, L-428-1, and L-429

Real property in the Village of Hobart, County of Brown, State of Wisconsin, and is described as follows:

Part of Lot Seventeen (17), Section Thirty-five (35), Township Twenty-three (23) North, Range Nineteen (19) East of the Fourth Principal Meridian (4th P.M.), Village of Hobart, Brown County, Wisconsin, more fully described as follows:

Beginning at the Northeast closing corner of Lot 17, Section 35, 23N-R19E; thence S 36°32'27" W, 1651.15 feet along the Easterly line of said Lot also being the Westerly line of the recorded plat of "Williams Grant Subdivision" Volume 6 Page 13, Document Number 476 to the Southeast closing corner of said Lot 17; thence N 89°26'09" E, 903.34 feet to the East right-of-way of South Overland Road; thence N 0°27'21" E, 1068.88 feet along said right-of-way; thence S 89°56'54" E, 324.01 feet; thence N 0°27'21" E, 250.01 feet to the South line of Lot 15, Section 35, T23N-R19E; thence S 89° 57'54" E, 1551.58 feet along the North line of said Lot 17 to the point of beginning.

Identify each proposed BMP construction site within the Property described above.		
PARCEL NUMBER	BMP DESCRIPTION	UNIQUE ID NUMBER
L-387	Streambank_or_Shoreline_Protection__N RCS_580_	302556730 (27.06% of BMP)
L-388	Streambank_or_Shoreline_Protection__N RCS_580_	302556730 (47.61% of BMP)
HB-473	Streambank_or_Shoreline_Protection__N RCS_580_	302556730 (10.94% of BMP)
L-386	Streambank_or_Shoreline_Protection__N RCS_580_	302556730 (14.40% of BMP)
L-428	Grassed_Waterway	302556180 (21.19% of BMP)
L-432	Grassed_Waterway	302556180 (28.01% of BMP)
L-429	Grassed_Waterway	302556180 (47.34% of BMP)
L-428-1	Streambank_or_Shoreline_Protection__N RCS_580_	302004123 (41.01% of BMP)
L-429	Stream_or_Ditch_Crossing	302001137 (100.00% of BMP)

**SECTION A. Each Cost Share Recipient agrees:**

1. The purpose of this Agreement is to address requirements related to adaptive management under Wis. Stat. § 283.13(7) and Wisconsin Administrative Code Section NR 217.18. Each Cost Share Recipient expressly acknowledges and agrees that GBMSD is entitled to credit for reductions in phosphorous, nitrogen and/or total suspended solids (TSS) that result from the BMPs implemented in connection with this Agreement, including without limitation, any trade credits resulting or arising from or related to the reduction in phosphorous, nitrogen and/or TSS and the right to use such trade credits under Wis. Stat. § 283.84. GBMSD is also entitled to use any reductions in phosphorous through GBMSD's watershed adaptive management option implemented pursuant to Wisconsin Administrative Code Section NR 217.18 as GBMSD's means to achieve the phosphorus water quality criteria of Wisconsin Administrative Code Section NR 102.06.
2. To install BMP(s) according to the installation schedule, and consistent with the standards and specifications, set forth in the "Best Management Practices Plan" set forth above (the "**Plan**"). Cost Share Recipient further acknowledges that the "Cost Share Rate" for each BMP listed in the Plan is based upon the maximum cost allowable and that the actual cost-share payment may be less based upon the actual acres and eligible costs incurred in connection with the installation of the BMPs.
3. To comply with all applicable laws, regulations, ordinances, rules, orders or requirements of any federal, state or local government, or governmental agency, entity or authority (each a "**Law**" and, collectively, "**Laws**") in connection with the performance of responsibilities under this Agreement. Without limiting the foregoing, Cost Share Recipient shall not discriminate against any contractor engaged in connection with this Agreement on account of age, race, religion, color, handicap, gender, physical condition, developmental disability, or national origin.
4. To make all payments for which Cost Share Recipient is obligated under this Agreement, as specified in the Plan. Cost Share Recipients are responsible for all payments for state or local administrative permit fees and percentage of total cost listed in this Agreement.
5. To provide GBMSD with evidence of payment, as applicable, for services, supplies, and practices performed or installed pursuant to the Plan and other provisions of this Agreement. Proof of payment shall be in form reasonably acceptable to GBMSD and may be in the form of a statement or invoice, or receipts or cancelled checks with the related vendor contract. Cost Share Recipient shall submit a detailed invoice or cost-estimate for any services provided by Cost Share Recipient.
6. To refrain from any actions that may reduce BMP effectiveness or otherwise result in water quality problems. All nutrient management plans must comply with Wisconsin Administrative Code Section ATCP 50.04(3). Cost Share Recipient grants GBMSD and Technical Service Provider all reasonable rights of access and entry to the installed BMPs on the Property in order to conduct periodic inspections of the BMP (whether during installation, operation, maintenance or otherwise).
7. To repay cost-share funds immediately, upon demand, if Cost Share Recipient fails to operate and maintain the BMP(s) according to this Agreement. Repayment shall not be required if the applicable BMP(s) are rendered ineffective due to circumstances beyond the control of Cost Share Recipient.
8. To comply with the performance standards, prohibitions, conservation practices and technical standards under: (i) Wisconsin Statutes § 281.16, (ii) plans approved under Wisconsin Statutes §§. 92.14, 92.15, 92.10 and 281.65, Stats., and (iii) the practices necessary to meet the requirements of this Agreement, and to continue such compliance in perpetuity after the term of this Agreement (without further cost-sharing, so long as Cost Share Recipient originally party to this Agreement has received cost-sharing for compliance at least equal to the cost-sharing required under Wisconsin Administrative Code Section ATCP 50.08.

9. In accordance with Section A8 above, to notify any field specific operator/grower, tenant, and licensee, of the required operation & maintenance activities associated with each installed BMP. And if there is a change in field specific operator/grower, tenant, and licensee, to immediately notify Luke Hickey, Engineering Technician, Outagamie County Land Conservation Department and the GBMSD Watershed Programs Manager.
10. To the recording of this Agreement, including the legal description of the Property identified above, with the Register of Deeds Office for the County in which the Property is located. Upon recording, this Agreement constitutes a covenant running with the Property described herein, and is binding on all current and subsequent owners, heirs, executors, administrators, successors, trustees, and assigns (including without limitation any occupants, lessees, licensees and/or invitees (collectively, "**Users**").

#### **Section B. GBMSD agrees:**

1. To enter this Agreement only after the Commission of the GBMSD has authorized the cost-sharing of this project as part of yearly budget process. To reach agreement with certain qualified private agronomists and staff of Brown County, Outagamie County and NRCS to serve as "Technical Service Providers," which Technical Service Providers shall be available to provide technical assistance to Cost Share Recipients for the design, construction, and installation of cost-shared practice(s) according to applicable standards in Chapters ATCP 50, NR 151 and NR 243 of the Wisconsin Administrative Code, and any other county or local ordinances that may apply.
2. To provide written notice, when applicable, to inform each Cost Share Recipient, to the best of GBMSD's knowledge, of the ramifications of a Cost Share Agreement, including future compliance obligations. GBMSD further agrees to monitor the cost-shared practices maintained by Cost Share Recipients as required in this Agreement by having Technical Service Providers perform periodic site checks as needed.
3. To use the most cost-effective methods to address the water quality concerns of this project, and apply cost containment procedures, consistent with Wisconsin Administrative Code Chapter ATCP 50, when estimating and paying for cost-shared practice(s).
4. To provide cost-share funds to Cost Share Recipient, upon certification by the Technical Service Providers in the amounts specified in this Agreement (and any amendments), upon proof that (i) Cost Share Recipient has made all payments for which Cost Share Recipient is responsible under this Agreement, (ii) the BMP(s) are designed and installed according to standards in Wisconsin Administrative Code Chapter ATCP 50 and this Agreement, including compliance with applicable construction site erosion control standards, and (iii) the Cost Share Recipient's nutrient management plans comply with Wisconsin Administrative Code Section ATCP 50.04(3).
5. To collect and retain (and require Technical Service Providers to collect and retain) copies along with all cost share-related documents regarding operation and maintenance, proof of certification of design and installation, change orders, receipts and payments, and other referenced materials. Payment records from Cost Share Recipient to contractors must provide proof of payment in full for all cost-shared practices installed.
6. To record this Agreement, including the legal description of the Property, with the Register of Deeds Office for the County in which the Property is located.
7. To coordinate with Technical Service Providers to follow eligibility for cost-share funding and required reimbursement procedures to facilitate timely cost share payment(s) to Cost Share Recipient.

## Section C. General Terms and Conditions of this Agreement

1. Conditions. GBMSD's cost-share reimbursement obligations set forth in this Agreement are contingent on GBMSD receiving adequate funding. GBMSD may terminate, rescind, or cancel this Agreement, in whole or in part, at any time upon written notice to Cost Share Recipient (i) due to non-availability of program funds, or if (ii) prior to installation of the BMP(s), GBMSD determines that due to a material change in circumstances the proposed practices will not provide cost-effective water quality benefits, (iii) or if prior to installation of the BMP(s), a clerical or property description discrepancy is found in the initial executed CSA document, (iv) or if after the installation of the BMP(s), a change in land-use has no adverse impact on water quality. In addition, GBMSD shall also have the right to unilaterally terminate, rescind and/or cancel this Agreement upon written notice to Cost Share Recipient if the Property is sold, transferred or conveyed to The Oneida Nation of Wisconsin. If this Agreement is terminated, rescinded or cancelled as set forth herein, GBMSD may unilaterally record a written instrument of termination with the Register of Deeds Office for the County in which the Property is located.
2. Amendment. This Agreement may be modified or amended only by an agreement signed by the then-owner(s) of the Property and GBMSD. For any changes in practice components or costs, GBMSD will determine eligibility and whether to approve such changes.
3. Enforcement. This Agreement may be enforced by GBMSD against any Cost Share Recipient and any subsequent owners, heirs, executors, administrators, successors, trustees, and assigns (including without limitation any Users of the Property). If any such party (the "**Defaulting Party**") fails to observe or perform any of the covenants, conditions or obligations under this Agreement, GBMSD may give the Defaulting Party written notice of default. If the Defaulting Party fails to cure the default within thirty (30) days after receipt (or refusal to accept delivery) of the notice of default, GBMSD may cure the default on behalf of the Defaulting Party. The Defaulting Party shall, within fifteen (15) days after receipt of reasonable evidence of the costs, reimburse GBMSD for its reasonable costs of doing so, including, but not limited to, reasonable attorneys' fees, together with interest at the annual interest rate of 18%, but not to exceed the maximum rate of interest allowed by law. Notwithstanding the foregoing, in the event of an emergency or material violation of the Plan and/or the BMP(s) outlined therein, GBMSD may immediately cure the same and be reimbursed by the Defaulting Party upon demand for the reasonable cost thereof including, but not limited to, reasonable attorneys' fees, together with interest at the annual rate of 18%, but not to exceed the maximum rate of interest allowed by law. In the event of a breach or threatened breach by any party of any of the terms, covenants, restrictions or conditions under this Agreement, GBMSD shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.
4. Dispute Resolution. Any controversy, claim or dispute between the parties, arising out of or relating to this Agreement (a "**Dispute**") shall be resolved by final and binding arbitration in accordance with the provisions of the Wisconsin Arbitration Act, Chapter 788, Wis. Stat., subject to the following:
  - (a) Either party may demand that a Dispute be submitted to binding arbitration. The demand for arbitration shall be in writing, shall set forth a short statement of the factual and legal basis for the claim and be served on the other party by either certified mail or personal service.
  - (b) The arbitration shall be conducted by a sole arbitrator jointly appointed by the parties within sixty (60) days of the submission of the Dispute. If the parties cannot agree upon an arbitrator, either party may file a petition in the Circuit Court for Brown County, Wisconsin for appointment of an arbitrator in accordance with § 788.04, Wis. Stat.

- (c) All arbitration proceedings shall take place in Brown County, Wisconsin and shall be confidential, except as may be necessary for judicial enforcement of this dispute resolution provision or for confirmation of and arbitration award. The arbitrator may conduct such evidentiary or other hearings as he or she deems appropriate.
  - (d) The arbitrator shall base his or her decision and award on Wisconsin law and shall have the authority to award any remedy or relief that a court of competent jurisdiction could order, including specific performance and injunctive relief. The arbitrator's decision and award shall be in writing. In rendering such decision and award, the arbitrator shall not add to, subtract or otherwise amend the provisions of this Agreement.
  - (e) Each party shall be responsible for payment of its costs and fees incurred in the arbitration, including its own attorney's fees; provided, however, the arbitrator shall have authority to require a party to pay all or a portion of the expenses and fees incurred by the other party in the arbitration if the arbitrator determines that the party has acted unreasonably or in bad faith.
  - (f) Any action to confirm the arbitrator's award shall be commenced in the Circuit Court for Brown County, Wisconsin in accordance with the provisions of § 788.09, Wis. Stat. In any action to enforce, modify or set aside the arbitrator's decision and award, the prevailing party shall be entitled to recovery of its costs, including reasonable attorney's fees approved by the court.
  - (g) GBMSD may seek injunctive relief from a court of competent jurisdiction in the event of any alleged violation by the Cost Share Recipient of this Agreement.
5. Effective Date; Successors and Assigns. The design, installation, and maintenance requirements for each cost shared BMP provided for in this Agreement shall be effective upon GBMSD Signature and shall remain in full force and effect thereafter in perpetuity, running with the land. Each reference to Cost Share Recipient and GBMSD herein shall be deemed to include the respective successors, heirs and assigns of such parties, and shall remain in full force and effect and shall be unaffected by any change in ownership of the Property, or by a change in use, development, construction, expansion or other circumstances.
6. Representations and Warranties. Each Cost Share Recipient represents and warrants to GBMSD that: (i) if the landowner, Cost Share Recipient has good and marketable title in fee simple to the Property, and has all right, title and authority to enter into this Agreement; (ii) if a tenant, Cost Share Recipient has good and marketable leasehold interest in and to the Property, and has all right, title and authority to enter into this Agreement; and (ii) Cost Share Recipient has not granted any other party any right, title or interest in the Property that would violate, conflict with or result in a default under this Agreement or any applicable Law.
7. Miscellaneous. This Agreement and any exhibits or addenda hereto constitute the entire agreement among the parties with respect to the subject matter of this Agreement and supersede all prior agreements and understandings, both oral and written, among the parties with respect to the subject matter of this Agreement. This Agreement may be executed in multiple counterparts which, when taken together, shall constitute one and the same document. This Agreement may be executed by .pdf or facsimile signature. If any provision of this Agreement is held to be invalid by any court, the invalidity of such provision shall not affect the remaining provisions of this Agreement, and they shall continue in full force and effect. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

[Signature pages follow.]

**SIGNATURE PAGE - LANDOWNER/COST SHARE RECIPIENT**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

--	--

Signature of Landowner/Cost Share Recipient

Signature of Landowner/Cost Share Recipient

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**NOTARY**

State of Wisconsin )

Outagamie County )

This instrument was acknowledged before me on \_\_\_\_\_ [Date]  
by \_\_\_\_\_ [Name of Landowner Representative]  
as \_\_\_\_\_ [Representative's position or type of authority,  
if applicable] for \_\_\_\_\_ [Name of entity on behalf of whom  
instrument was executed, if applicable]

Nikki L. Raimer

Notary Public, Outagamie County, State of Wisconsin

Notary commission expires: 9/10/2027

--

Signature of Notary Public

**SIGNATURE PAGE – GREEN BAY METROPOLITAN SEWERAGE DISTRICT**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Signature of Authorized Representative of Green Bay Metropolitan Sewerage District

Name: Nathan R. Qualls, P.E.

Title: Executive Director

**NOTARY**

State of Wisconsin )

Brown County )

This instrument was acknowledged before me on \_\_\_\_\_ [Date]

by Nathan R. Qualls, P.E. as Executive Director for the Green Bay Metropolitan Sewerage District

Angela Kowalzek

Notary Public, Brown County, State of Wisconsin

Notary commission expires: 8/6/2027

Signature of Notary Public

Prepared by:

GBMSD and

Godfrey & Kahn, S.C.

Attn: Jonathan Smies

200 South Washington Street, Suite 100

Green Bay, WI 54301

# EXHIBIT 1 - Best Management Practice(s) BMP Plan: Practices, Costs, Installation, Approvals, and Payments

**Ashwaubenon Creek & Dutchman Creek Cost Share Agreement:** ACDCS6075

**Name of Person Preparing Technical Design:** Sam Welch **Representing:** Outagamie County Land Conservation Department (OCLCD)

By signing on the Signature Page on Page 7 of the CSA the Landowner agrees:

- 1) with the BMP practices, specifications, eligible costs, cost share amounts, operation & maintenance (O&M) plan, and installation schedule set forth below.
- 2) to receive certain cost share funds in exchange for the installation and O&M of BMP(s) designed to be maintained in perpetuity in order to achieve certain water quality standards.
- 3) to notify any field specific operator/grower of the required O&M activities associated with each installed BMP. And, to notify the OCLCD and GBMSD if there is a change in operator/grower.
- 4) that this Exhibit 1 - BMP Plan will be updated and finalized as the BMP projects progress.

**Name of Cost Share Recipient:** VANGHEEM NICHOLAS J & CONSTANCE L REV LIVING TRT

**Note: the final cost share amounts may be more or less based on the actual cost of the BMP(s) installed** **Date of Initial Estimate:** 4/29/2026

Unique ID (shown on map)	BMP	Estimated Quantity	Units (ft, ac, etc)	Implementation Date	Initial Cost (\$) Estimate	Other Cost Share	GBMSD Cost Share Estimate	FINAL QUANTITY	TOTAL Final Cost (\$)	Final Other Cost Share	Final GBMSD Cost Share
302001137	STREAM OR DITCH CROSSING	1,216.00	Sq Ft	10/28/2026	\$2,413.04	\$1,751.04	\$662.00		\$0.00	\$0.00	
302004123	STREAMBANK OR SHORELINE PROTECTION NRCS 580	450.00	Feet	10/28/2026	\$33,908.98	\$8,199.00	\$25,709.98		\$0.00	\$0.00	
302556730	STREAMBANK OR SHORELINE PROTECTION NRCS 580	3,200.00	Feet	10/28/2026	\$188,382.52	\$68,646.59	\$119,735.93		\$0.00	\$0.00	
302556180	GRASSED WATERWAY	1,300.00	Feet	10/28/2026	\$26,428.20	\$22,891.00	\$3,537.20		\$0.00	\$0.00	
<b>Total:</b>						<b>\$101,487.63</b>	<b>\$149,645.10</b>		<b>\$0.00</b>	<b>\$0.00</b>	

## GRASSED WATERWAY (412) OPERATION & MAINTENANCE AGREEMENT

**Landowner Name:** VANGHEEM NICHOLAS J & CONSTANCE L REV LIVING TRT

<b>CSA ID#:</b> ACDCS6075	<b>Field Name:</b> 216NVGFJ-11, 216NVGF H-4A, 216NVGF H-4B	<b>BMP UID #:</b> 302556180
------------------------------	---	-----------------------------

### COST SHARE RECIPIENT AGREES TO:

- |    |  |
|----|--|
| 1  | Plant a cover crop such as oats during intital establishment to reduce soil erosion.   |
| 2  | Clip waterway vegetation during the first (growing season) year of seeding establishment to allow seeded grasses to effectively compete with weed species.   |
| 3  | No tilling of grassed waterway side slopes.  |
| 4  | Not using channel bottom as a field access road.   |
| 5  | Use rock crossing area when crossing the Grassed Waterway.   |
| 6  | Graze only when the ground is firm. Fence waterway if necessary to avoid excessive grazing.  |
| 7  | Cut and harvest vegetation as an allowable maintenance activity. No tillage, and no animal waste spreading or spraying will be performed. Conduct maintenance when soil conditions are dry enough to prevent ruts or damage to the area.           |
| 8  | Establish a maintenance program to maintain waterway capacity, vegetative cover, and outlet stability. Repair promptly any waterway vegetation damaged by machinery, herbicides, or erosion.   |
| 9  | Inspect grassed waterway regularly, especially following heavy rains. Immediately fill, compact, and seed damaged areas. Remove sediment deposits to maintain capacity of grassed waterway.  |
| 10 | Avoid using waterway as turn-rows during tillage and cultivation operations.   |
| 11 | The minimum waterway width as shown on the map must be maintained as described above to remain compliant with this Cost-Share Agreement.   |
| 12 | Mow as needed to reduce competition from woody vegetation, filter contaminants, encourage dense upright growth, and provide greater water quality benefits. Control noxious weed growth using only pre-approved chemicals and/or mechanical means. |

### OTHER TERMS AND CONDITIONS:

- |   |  |
|---|--|
| 1 | This Agreement will be recorded with the County Register of Deeds. Upon recording, this contract constitutes a covenant running with the land and is binding on subsequent owners. |
| 2 | Monitoring of waterway will be completed annually by NEW Water and/or County field staff.  |
| 3 | If land use changes, NEW Water may file a Deed Notice for parcels that are taken out of crop production.   |

**For any questions or concerns regarding this Operation & Maintenance Plan, please contact:  
Nikki Raimer, NEW Water Watershed Field Coordinator (920) 915-6106  
Sam Welch, Outagamie County Engineering Technician (920) 209-2620**

*	CSA Number	Name of Landowner/ Cost Share Recipient	Landowner/Cost Share Recipient Initials	Date	Name of Operator	Operator Initials	Date
*	ACDCS6075	VANGHEEM NICHOLAS J & CONSTANCE L REV LIVING TRT					

## STREAM CROSSING (578) OPERATION & MAINTENANCE AGREEMENT

**Landowner Name:** VANGHEEM NICHOLAS J & CONSTANCE L REV LIVING TRT

**CSA ID#:**  
ACDCS6075

**Field Name:** 216NVGF H-4B

**BMP UID #:** 302001137

### COST SHARE RECIPIENT AGREES TO:

- |   |  |
|---|--|
| 1 | Maintain the crossing surface, which includes periodic grading, filling or repair of the surface to maintain road cross-section. |
| 2 | Prevent ponding by grading to remove depressions and ruts.   |
| 3 | Limit livestock and vehicle usage to periods that minimize damage.   |
| 4 | Periodically replace livestock hoof contact material in channel crossing due to livestock travel or erosion by runoff events.    |
| 5 | Eradicate or otherwise remove all burrowing animals. Immediately repair any damage caused by their activity.                     |
| 6 | Inspect culverts, roadside ditches, and outlets after major runoff events and remove debris to restore flow capacity as needed.  |
| 7 | Immediately repair any damage to any earth or gravel fills, culverts or other appurtenances.                                     |
| 8 | Maintain vegetated areas in adequate cover including mowing and reseeding.   |

### OTHER TERMS AND CONDITIONS:

- |   |  |
|---|--|
| 1 | This Agreement will be recorded with the County Register of Deeds. Upon recording, this contract constitutes a covenant running with the land and is binding on subsequent owners. |
| 2 | NEW Water and/or County field staff will inspect the stream crossing annually for damage from normal use.  |
| 3 | If land use changes, NEW Water may file a Deed Notice for parcels that are taken out of crop production.   |

**For any questions or concerns regarding this Operation & Maintenance Plan, please contact:  
Nikki Raimer, NEW Water Watershed Field Coordinator (920) 915-6106  
Sam Welch, Outagamie County Engineering Technician (920) 209-2620**

*	CSA Number	Name of Landowner/ Cost Share Recipient	Landowner/Cost Share Recipient Initials	Date	Name of Operator	Operator Initials	Date
*	ACDCS6075	VANGHEEM NICHOLAS J & CONSTANCE L REV LIVING TRT					

## STREAMBANK AND SHORELINE PROTECTION (580) OPERATION & MAINTENANCE AGREEMENT

**Landowner Name:** VANGHEEM NICHOLAS J & CONSTANCE L REV LIVING TRT

<b>CSA ID#:</b> ACDCS6075	<b>Field Name:</b> 216NVGF S7-9N, 216NVGF S-6, 216NVGF S-5, 216NVGF S7-9S	<b>BMP UID #:</b> 302004123, 302556730
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### COST SHARE RECIPIENT AGREES TO:

- |    |  |
|----|--|
| 1  | Plant a cover crop such as oats during initial establishment to reduce soil erosion.   |
| 2  | Periodically inspect the bank protection at least once each year and immediately after large storm events, to determine if repairs are needed.   |
| 3  | Promptly repair or replace damaged components.   |
| 4  | Promptly repair erosion damage that occurs at or near the protected area.  |
| 5  | Remove and control undesirable vegetation such as trees, brush, and invasive species by approved chemical or mechanical means.   |
| 6  | Inspect rock riprap sections for excessive weathering, promptly repairing damaged or displaced rock riprap.  |
| 7  | Maintain vigorous vegetative protection and immediately seed, plant, and mulch damaged areas as needed. This may include fertilization (only at time of seeding) and controlled application of herbicides, if necessary. Periodically mow vegetation to control height.                            |
| 8  | Investigate all settlement and cracks in soil to determine cause and promptly repair. Resurface and reseed or replant as needed.   |
| 9  | Promptly remove large debris that may threaten the integrity of the protected section, including immediately upstream and downstream of the treated area. Observe requirements of any Local, State or Federal permits that may be in effect during removal of debris from streams and floodplains. |
| 10 | Inspect for damage by rodents and burrowing animals, promptly repairing damage and taking appropriate corrective actions to avoid further damage.  |
| 11 | If present, maintain fences to prevent damage to the protected area by vehicles and livestock. If area is unfenced, control access by livestock.   |
| 12 | Immediately repair any damage caused by vandalism, vehicles, or livestock.   |

### OTHER TERMS AND CONDITIONS:

- |   |  |
|---|--|
| 1 | This Agreement will be recorded with the County Register of Deeds. Upon recording, this contract constitutes a covenant running with the land and is binding on subsequent owners. |
| 2 | Monitoring of waterway will be completed annually by NEW Water and/or County field staff.  |
| 3 | If land use changes, NEW Water may file a Deed Notice for parcels that are taken out of crop production.   |

**For any questions or concerns regarding this Operation & Maintenance Plan, please contact:**  
**Nikki Raimer, NEW Water Watershed Field Coordinator (920) 915-6106**  
**Sam Welch, Outagamie County Engineering Technician (920) 209-2620**

*	CSA Number	Name of Landowner/ Cost Share Recipient	Landowner/Cost Share Recipient Initials	Date	Name of Operator	Operator Initials	Date
*	ACDCS6075	VANGHEEM NICHOLAS J & CONSTANCE L REV LIVING TRT					

# Memorandum

TO: Commission  
Nathan Qualls

FROM: Jeff Smudde

DATE: June 15, 2026

SUBJECT: Consulting Services Agreement for Phase 1 of the NEW Water  
Environmental Impacts Strategic Planning Project.

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## **Background**

In October 2025, staff provided the Commission with a memorandum outlining recent and ongoing efforts to better understand and reduce NEW Water’s environmental impacts, as well as the intent to advance a comprehensive Environmental Impacts Strategic Planning Project.

Wastewater conveyance and treatment require significant energy and resources to achieve NEW Water’s mission of protecting our most valuable resource, water. Energy use represents one of the most significant drivers of operating costs and future cost uncertainty. Over the past decade, NEW Water has made meaningful progress through sustainable initiatives, participation in the U.S. Department of Energy Better Buildings Challenge, development of a greenhouse gas inventory tool, green infrastructure planning, and evaluation of renewable energy opportunities. These individual efforts have established a strong technical foundation and identified opportunities to improve efficiency and manage costs.

The proposed Environmental Impacts Strategic Planning Project is intended to build upon these efforts by establishing comprehensive, organization-wide goals related to energy efficiency, facility emissions, and green infrastructure. While the project supports environmental stewardship, its primary purpose is to reduce long-term operating costs, improve system reliability, and strengthen financial resilience.

Importantly, this effort is expected to help mitigate risks associated with energy price escalation. Energy costs are expected to continue increasing over time, and without a coordinated strategy, these increases will directly impact ratepayers. This project is expected to help manage those risks with the goal of providing long-term budget predictability.

## **Consultant Selection**

To support this effort, staff developed and issued a Request for Proposals (RFP) and received responses from three firms: Brown and Caldwell, Jacobs Engineering, and Carollo. An internal review team evaluated the proposals. The firms were evaluated based on the following criteria:

- Consultant qualifications and related experience
- Project approach
- Project team and personnel
- Cost

Based on this evaluation, Brown and Caldwell has been identified as the recommended consultant due to their strong qualifications, relevant experience, and overall project approach that aligns with NEW Water's needs.

Staff is recommending a phased approach to manage budget needs and provide the Commission with decision points throughout the process. Completion of Phase 1 will allow the Commission to review the findings, validate the proposed goals and priorities, and determine whether additional implementation planning is warranted before committing resources to future phases.

## **Phase 1**

During Phase 1 of this effort, the consultant will evaluate current practices, benchmark performance against peer utilities, and incorporate industry best practices and proven technologies to develop organization-wide environmental impact reduction goals for the following key categories:

- Energy reduction opportunities
- Renewable energy opportunities
- Greenhouse Gas (GHG) emission reductions
- Green Infrastructure (GI) improvements

In addition to technical evaluation, the Phase 1 planning process will include collaboration with staff to ensure alignment with organizational priorities and the 2027-2029 Strategic Plan. More details of Phase 1 can be found in the attached agreement.

Approval to enter into this agreement with Brown and Caldwell will allow staff to proceed with Phase 1 of the project in July 2026, with expected completion in April 2027. Phase 1 will culminate in a final report and presentation to the Commission summarizing the findings, recommendations, and proposed next steps.

## **Phase 2**

A potential Phase 2 of this project is defined in a separate attached document. Phase 2 would continue this effort by developing a practical implementation roadmap and a tracking tool to monitor progress and support integration into capital planning and annual budgeting. This roadmap and associated tracking tool would support decision-making, performance tracking, and ongoing project accountability, while helping to integrate these goals into capital planning and operational practices.

Similar to Phase 1, Phase 2 would also culminate in a final report and a presentation to the Commission summarizing the findings, recommendations, and proposed next steps. Together with the visual tracking tool, these deliverables would provide a practical roadmap for implementation and for measuring success over time. It is important to note that Phase 2 of the project is not included in the cost presented below. It is estimated, as shown in the separate attachment, that we could expect an additional \$131,475 to complete the Phase 2 base tasks.

Both phases of this project are intended to provide long-term value by identifying opportunities to control operating costs, improve energy efficiency, strengthen infrastructure resilience, and support informed capital planning decisions.

The Phase 2 documentation also includes two optional tasks that could be further evaluated if Phase 2 is considered in the future. These tasks include a flood resilience evaluation of the Green Bay and De Pere Facilities and process chemical benchmarking.

## **Recommendation**

Staff recommends Commission approval to authorize the Executive Director to enter into a contractual agreement with Brown and Caldwell to provide consulting services for Phase 1 of the NEW Water Environmental Impact Strategic Planning Project in the amount of \$89,389.

## **Commission Action**

Request Commission approval to authorize the Executive Director to enter into an agreement with Brown and Caldwell to provide consulting services for Phase 1 of the NEW Water Environmental Impacts Strategic Planning Project in an amount not to exceed \$89,389.

Attachments

NEW Water Environmental Impact Strategic Planning Project

AGREEMENT FOR CONSULTING SERVICES  
BETWEEN GREEN BAY METROPOLITAN SEWERAGE DISTRICT  
AND BROWN AND CALDWELL  
FOR ENVIRONMENTAL IMPACT STRATEGIC PLANNING – PHASE 1

THIS AGREEMENT is made and entered into on this 23rd day of June, 2026 by and between Green Bay Metropolitan Sewerage District, hereinafter referred to as "Client," and Brown and Caldwell, a California corporation, its affiliates and subsidiaries, hereinafter referred to as "Consultant."

RECITALS:

WHEREAS, Client is authorized to and desires to retain Consultant to provide engineering services related to Environmental Impacts Strategic Planning – Phase 1;

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

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

NOW, THEREFORE, Client and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

Client and Consultant agree that Project is as described in Exhibit A, entitled "Description of Project," dated June 3, 2026. If, during the course of Project, Client and Consultant agree to changes in Project, such changes shall be incorporated in this Agreement by written amendment.

II. SCOPE OF CONSULTANT SERVICES

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

A. Basic Services

Consultant agrees to perform those basic services described in Exhibit B entitled "NEW Water – Environmental Impacts Strategic Planning – Phase 1," dated June 3, 2026 (the "Services"). Any tasks not specifically described in Exhibit B are Additional Services.

B. Additional Services

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

C. Litigation Assistance

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

D. Document Productions

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

III. RESPONSIBILITIES OF CLIENT

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

1. Assist and cooperate with Consultant in any manner necessary and within its ability to facilitate Consultant's performance under this Agreement.
2. Designate in writing a person to act as Client's representative with respect to this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Client's policies, make decisions and execute documents on Client's behalf.
3. Furnish Consultant with all technical data in Client's possession including, but not limited to, maps, surveys, drawings, soils or geotechnical reports, and any other information required by, or useful to, Consultant in performance of its Services under this Agreement. Consultant shall be entitled to rely upon the information supplied by Client.
4. Notify Consultant of any known or potential health or safety hazards existing at or near the project site.
5. Provide access to and/or obtain permission for Consultant to enter upon all property, whether or not owned by Client, as required to perform and complete the Services.
6. If Consultant's scope of work includes services during construction, Client will require the construction contractor to indemnify and hold harmless Consultant, its officers, employees, agents, and consultants against claims, suits, demands, liabilities, losses, damages, and costs, including reasonable attorneys' fees and all other costs of defense, arising out of the performance of the work of the contractor, breach of contract, or willful misconduct of the contractor or its subcontractors, employees, and agents.

Client will require the contractor to name Consultant, its directors, officers and employees as additional insureds on the contractor's general liability insurance and/or Owner's and Contractor's Protective policy (OCP), and any builder's risk, or other property insurance purchased by Client or the contractor to protect work in progress or any materials, supplies, or equipment purchased for installation therein.

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

#### IV. AMERICANS WITH DISABILITIES ACT

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

#### V. AUTHORIZATION AND COMPLETION

In signing this Agreement, Client grants Consultant specific authorization to proceed with work specified in Exhibit B. The estimated time for completion is within 365 calendar days of the date Consultant receives authorization to proceed with the work from Client. Consultant shall use its best efforts to perform the work specified in Exhibit B within the estimated time.

#### VI. COMPENSATION

##### B. Amount

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

##### B. Payment

As long as Consultant has not defaulted under this Agreement, Client shall pay Consultant within 30 days of the date of Consultant's invoices for services performed and reimbursable expenses at actual cost incurred under this Agreement. If Client has reason to question or contest any portion of any such invoice, amounts questioned or contested shall be identified and notice given to Consultant, within 15 days of the date of the invoice. Any portion of any invoice not contested shall be deemed to be accepted and approved for payment and shall be paid to Consultant within 30 days of the date of the invoice. Client agrees to cooperate with Consultant in a mutual effort to resolve promptly any contested portions of Consultant's invoices.

In the event any uncontested portions of any invoice are not paid within 30 days of the date of Consultant's invoice, interest on the unpaid balance shall accrue beginning with the 31<sup>st</sup> day at one-

percent (1%) per month or the maximum interest rate permitted by law, and Consultant shall have the right to suspend work per Article XV, Suspension of Work.

## VII. RESPONSIBILITY OF CONSULTANT

### B. Standard of Care—Professional Services

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

### B. Reliance upon Information Provided by Others

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

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

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

### D. Construction Phase Services

1. Consultant's Activities at Construction Site. The presence of Consultant's personnel at a construction site, whether as on-site representative, resident engineer, construction manager, or otherwise, does not make Consultant responsible for those duties that belong to Client and/or construction contractors or others, and does not relieve construction contractors or others of their obligations, duties, and responsibilities, including, but not limited to, construction methods, means, techniques, sequences, and procedures necessary for completing all portions of the construction work in accordance with the contract documents, any health or safety programs and precautions required by such construction work, and any compliance with applicable laws and regulations. Any inspection or observation of the contractor's work is solely for the purpose of determining that the work is generally proceeding in conformance with the intent of the project specifications and contract documents. Consultant makes no warranty or guarantee with respect to the performance of a contractor. Consultant has no authority to exercise control over any construction contractor in connection with their work or health or safety programs and precautions. Except to protect Consultant's own personnel and except as may be expressly required elsewhere in the scope of services, Consultant has no duty to inspect, observe, correct, or report on health or safety deficiencies of the construction contractor.

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

#### VIII. ASSIGNMENT OF TASKS TO AFFILIATES

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

#### IX. ASBESTOS/HAZARDOUS MATERIALS

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

In the event Consultant encounters asbestos or hazardous materials at the jobsite, Consultant may, at its option and without liability for damages, suspend the performance of services on the Project until such time as Client and Consultant mutually agree on an amendment to this Agreement to address the issue, or Client retains another specialist consultant or contractor to identify, classify, abate and/or remove the asbestos and/or hazardous materials.

## X. CONSULTANT'S WORK PRODUCT

### B. Scope

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

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

### B. Electronic Copies

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

## XI. INDEMNIFICATION

### B. Indemnification of Client

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

### B. Consequential Damages

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

## XII. CONSULTANT'S INSURANCE

Consultant shall procure and maintain the following minimum insurance:

1. Commercial general liability insurance, including personal injury liability, blanket contractual liability and broad-form property damage liability coverage. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000, per occurrence, \$2,000,000 aggregate.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.

3. Statutory workers' compensation and employer's liability insurance as required by state law.
4. Professional liability insurance. The policy limit shall be not less than \$3,000,000. Subconsultants and Subcontractors must maintain a minimum of \$1,000,000 coverage limit.

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

### XIII. CONFIDENTIALITY

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

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

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

### XIV. SUBCONTRACTS

Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the services to be performed under this Agreement with Client consent. Consent will not be withheld unreasonably. Consultant's indemnity obligations shall extend to any work performed by subcontractors.

### XV. SUSPENSION OF WORK

Work under this Agreement may be suspended as follows:

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

Consultant's suspension of Work hereunder shall be without prejudice to any other remedy of Consultant at law or equity.

XVI. TERMINATION OF WORK

A. This Agreement may be terminated by Client as follows: (1) for its convenience on 30 days' notice to Consultant, or (2) for cause, if Consultant materially breaches this Agreement through no fault of Client and Consultant neither cures such material breach nor makes reasonable progress toward cure within 15 days after Client has given written notice of the alleged breach to Consultant.

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

C. Payment upon Termination

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

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

XVII. ASSIGNMENT

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

XVIII. NO BENEFIT FOR THIRD PARTIES

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

XIX. FORCE MAJEURE

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

XX. INTEGRATION

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

XXI. SEVERABILITY

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

XXII. CHOICE OF LAW/JURISDICTION

This Agreement shall be administered and interpreted under the laws of the state of Wisconsin. Jurisdiction of litigation arising from the Agreement shall be in a state or federal court located in Brown County, Wisconsin.

XXIII. NOTICES

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

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

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

Notice shall be effective upon delivery to the above addresses. Either party may notify the other that a new person has been designated by it to receive notices, or that the address or Fax number for the delivery of such notices has been changed, provided that, until such time as the other party receives

such notice in the manner provided for herein, any notice addressed to the previously-designated person and/or delivered to the previously-designated address or Fax number shall be effective.

XXIV. AUTHORIZATION

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

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

BROWN AND CALDWELL

GREEN BAY METROPOLITAN  
SEWERAGE DISTRICT

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Federal Tax ID number: 94-1446346

## Exhibit A

# NEW Water – Environmental Impacts Strategic Planning – Phase 1

6/3/2026

This strategic planning effort will extend on the previous efforts completed by NEW Water to review, develop and implement organization wide goals that enhance environmental stewardship and improve regional water quality through facility emission reductions and sustainable infrastructure projects. The first phase of the project will review and ultimately make recommendations within the following categories:

- Data collection and analysis
- Organization wide environmental impact reduction goals
- Energy benchmarking to three similar sized WWTP

The planning effort will culminate in a presentation to the Commission with the findings of the initial phase of the project.

Although not authorized by the initial contract, future phases of the project may include:

- Renewable energy opportunities
- Greenhouse Gas (GHG) emission reductions
- Green Infrastructure (GI) improvements
- Flood Resiliency
- Process Chemical Optimization

## Exhibit B

### NEW Water – Environmental Impacts Strategic Planning –

#### Phase 1

6/3/26

#### **Task 100 – Project Management**

##### Activities

The consultant shall complete project management activities, which includes project monitoring and administration, monthly progress meetings with NEW Water staff, and project quality assurance/quality control (QA/QC) activities. At a minimum, the QA/QC form shall include the following information:

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

##### Consultant Deliverables

- Meeting Agenda (at least 48 hours prior to meeting)
- Meeting Minutes

#### **Task 200 – Project Work Plan and Kickoff Meeting**

##### **Task 200.201 Project Work Plan**

##### Activities

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

##### Consultant Deliverables

- Project Work Plan, including Quality Review Protocols and form
- Project Schedule

## **Task 200.202 Kickoff Meeting**

### Activities

The Consultant shall conduct a kickoff meeting with the NEW Water project team. The Kickoff meeting will be held with two (2) BC staff in person and up to four (4) additional BC staff attending virtually. Agenda items to be considered during the kickoff meeting include:

- Introductions
- Schedule
- Project Goals
- Project Plan
- Perceived Project Challenges and Obstacles
- Information Request and Discussion

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

### Consultant Deliverables

- Kickoff Meeting
- Meeting agendas, due at least 48 hours prior to any meeting
- Meeting minutes, due within one week of the completion of each meeting

### New Water Responsibilities

- Assist with scheduling meetings
- Review and comment on meeting minutes.

## **Task 300 – Utility Assessment and Goal Formulation**

### **Task 300.301 – Data Request**

#### Activities

The consultant will request and review data and past studies related to energy reduction, renewable energy, greenhouse gas (GHG) emissions and green infrastructure at both the Green Bay and De Pere Facilities. The data that will be requested includes:

- Utility bills
- Process data
- Past environmental technical reports or memorandum

- Technical information
- Plans and specifications of portions of the existing facility
- Existing GHG emissions inventory spreadsheet

#### Consultant Deliverables

- Data Request Log

#### NEW Water Responsibilities

- Provide project information requested by the Consultant within 2 weeks of data request

### **Task 300.302 – Energy Reduction/Renewable Energy Meeting**

#### Activities

The Consultant will conduct a meeting with NEW Water to discuss the Energy Reduction and Renewable Energy Goals for the project. The assumed 2-hour meeting will be held virtually with up to five (5) BC personnel present. The meeting will identify the framework for the goals that will be created for this study and also identify any renewable energy projects that have been implemented or considered as part of the NEW Water facilities. The meeting will discuss the existing data collection techniques used on the site and any constraints based on existing or new data collection technologies.

#### Consultant Deliverables

- Meeting agendas, due at least 48 hours prior to any meeting
- Meeting minutes, due within one week of the completion of each meeting

#### NEW Water Responsibilities

- Assist with scheduling meetings
- Review and comment on meeting minutes.

## **Task 300.303 – Greenhouse Gas Emissions & Green Infrastructure Meeting**

### Activities

The Consultant will conduct a meeting with NEW Water to discuss current and future Greenhouse Gas Emissions and Green Infrastructure. The assumed 2-hour meeting will be held virtually with up to five (5) BC personnel present. The meeting will identify any technologies that have been implemented that reduce or measure greenhouse gas emissions and verify the greenhouse gas emission goals for the project. The meeting will also discuss the existing greenhouse gas emissions spreadsheet and the limitations of the existing tracking devices. GHG reduction goals will be discussed and different technologies will be presented and discussed to meet these goals. In addition, the meeting will discuss the Green Infrastructure goals for the project. The meeting will identify potential green infrastructure technologies that may be applicable to the site and discuss the potential advantages and disadvantages of these practices.

### Consultant Deliverables

- Meeting agendas, due at least 48 hours prior to any meeting
- Meeting minutes, due within one week of the completion of each meeting

### NEW Water Responsibilities

- Assist with scheduling meetings  
Review and comment on meeting minutes.

## **Task 300.304 – Environmental Impact Reduction Goals**

### Activities

In coordination with NEW Water, the Consultant will define ten (10) environmental impact reduction goals and provide measurable Key Performance Indicators (KPI) for each. The KPI's will include annual targets (where applicable).

### Consultant Deliverable

- 10 Organization Wide Environmental Impact Reduction Goals and KPI's
- Suggested language to include in future RFPs for capital projects to effectively evaluate opportunities for environmental improvements.

### NEW Water Responsibilities

- Provide direction as to the goals that are most relevant to NEW Water's core mission.

### **Task 300.305 – Energy Reduction Assessment**

#### Activities

The consultant will utilize the data gathered as part of the Data Request and utilize that information to benchmark New Water’s Green Bay Facility (GBF) and De Pere Facility (DPF) to three (3) other similar sized WWTP.

#### Consultant Deliverables

- Industry Benchmarking data for three similar sized WWTP

### **Task 400 – Commission Presentation**

#### **Task 400.401 – Commission Assistance**

#### Activities

The Consultant will assist in the preparation and communication of the project outcome to the NEW Water Commission. This work will include the preparation and delivery of a powerpoint presentation to the Commission. The consultant will attend virtually with up to two (2) staff members for the presentation. This task includes:

- Preparation of a PowerPoint presentation for communication to the Commission. The PowerPoint presentation will include:
  - Project Drivers
  - Best Practices
  - Current NEW Water Operations
  - Proposed Organizational Goals
- Commission Presentation
- Assistance with any questions or comments that result from discussion for up to one Commission Meetings. Attendance is assumed to be limited to one meeting, for 1-hour duration, and virtual.

#### Consultant Deliverables

- PowerPoint Presentation
- Written responses to questions/comments from the Commission Meetings.

## **Assumptions**

1. The project is anticipated to be 9 months in duration with completion by April 30, 2027. Schedule or cost impacts related to delays caused by protracted reviews, changes in scope of work, or other situations outside of our control may lead to an increase in the fee for the project.
2. For the baseline energy evaluation, it is assumed that all data from NEW Water will be readily available, formatted electronically, organized and immediately usable without independent verification.
3. All data from past reports and sources, such as those provided with the RFP can be used and relied upon without independent verification.
4. No on-site investigations will be completed.
5. One review cycle by NEW Water is assumed for each deliverable.
6. The Consultant may shift budget between work tasks as necessary to complete the work.

## DRAFT BUDGET - EXHIBIT C

Green Bay Metro Sewerage Dist (WI) -- Environmental Impacts Strategic Planning Project - Base Fee Phase 1

	Josh Radomski	Dante Florino	Adam Ross	Lloyd Winchell	Chuck Boehm	Anika Boyce	John Barnett	Nancy Andrews	Julie McMullin	Cara Hiler	Alison Nojima	John Ross	Karrin Ving	Maggie Dunn	Trung Le	Steve Lobo	Jamie Lefkowitz			Reproduction	Lodging and Food	Other Travel				
Phase Description	Project Manager	Technical Lead	Senior Advisor/QC	Senior Advisor/QC	Principal	Project Analyst	Energy Optimization Lead	Energy Optimization Engineer	GI Lead	GI Engineer	Renewable Energy Lead	Renewable Energy Engineer	Communications Lead	Communications	GHG Emissions Lead	GHG Emissions	Data Analytics	Total Labor Hours	Total Labor Effort				Total ODCs	Total Expense Cost	Total Phase/Task	
<b>Charge Rate</b>	\$230.89	\$293.10	\$392.87	\$306.94	\$297.72	\$103.39	\$279.85	\$310.56	\$272.80	\$116.86	\$312.16	\$256.50	\$391.42	\$234.48	\$250.24	\$179.19	\$317.77									
<b>Project Management</b>	<b>10</b>	<b>0</b>	<b>6</b>	<b>6</b>	<b>5</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>53</b>	<b>\$ 13,410</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 13,410</b>
Project Administration	10	0	0	0	5	10	0	0	0	0	0	0	4	12	0	0	0	41	\$ 9,211	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,211
QA / QC	0	0	6	6	0	0	0	0	0	0	0	0	0	0	0	0	0	12	\$ 4,199	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,199
<b>Project Work Plan and Kickoff Meeting</b>	<b>14</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>38</b>	<b>\$ 10,037</b>	<b>\$ -</b>	<b>\$ 1,000</b>	<b>\$ 500</b>	<b>\$ 1,500</b>	<b>\$ 1,500</b>	<b>\$ 11,537</b>	
Project Work Plan	8	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12	\$ 3,020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,020
Kickoff Workshop	6	4	0	0	0	0	4	0	4	0	4	0	0	0	4	0	0	26	\$ 7,018	\$ -	\$ 1,000	\$ 500	\$ 1,500	\$ 1,500	\$ 8,518	
<b>Utility Assessment and Goal Formulation</b>	<b>16</b>	<b>22</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>18</b>	<b>62</b>	<b>20</b>	<b>22</b>	<b>10</b>	<b>14</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>22</b>	<b>4</b>	<b>220</b>	<b>\$ 56,890</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 56,890</b>
Data Review	2	8	0	0	0	0	2	6	4	6	2	6	0	0	2	6	4	48	\$ 12,032	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,032
Energy Reduction/Renewable Energy Meeting	4	4	0	0	0	0	8	16	0	0	8	8	0	0	0	0	0	48	\$ 13,853	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,853
GHG Emission Review and Green Infrastructure Meeting	6	6	0	0	0	0	0	0	16	16	0	0	0	0	8	16	0	68	\$ 14,248	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,248
Reduction Goals	2	2	0	0	0	0	4	24	0	0	0	0	0	0	0	0	0	32	\$ 9,621	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,621
Energy Reduction Assessment	2	2	0	0	0	0	4	16	0	0	0	0	0	0	0	0	0	24	\$ 7,136	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,136
<b>Commission Presentation</b>	<b>10</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>30</b>	<b>\$ 7,552</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 7,552</b>
Commission Presentation #1	8	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16	\$ 4,192	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,192
Commission Assistance	2	4	0	0	0	0	0	2	0	2	0	2	0	0	0	2	0	14	\$ 3,360	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,360
<b>TOTAL BASE BID</b>	<b>50</b>	<b>42</b>	<b>6</b>	<b>6</b>	<b>5</b>	<b>10</b>	<b>22</b>	<b>64</b>	<b>24</b>	<b>24</b>	<b>14</b>	<b>16</b>	<b>4</b>	<b>12</b>	<b>14</b>	<b>24</b>	<b>4</b>	<b>341</b>	<b>\$ 87,889</b>	<b>\$ -</b>	<b>\$ 1,000</b>	<b>\$ 500</b>	<b>\$ 1,500</b>	<b>\$ 1,500</b>	<b>\$ 89,389</b>	

### NEW Water Environmental Impacts Strategic Planning - Phase 1 Schedule

Major Activity	2026															2027																																					
	June					July					August					September					October					November					December				January				February				March					April					
	1	8	15	22	29	6	13	20	27	3	10	17	24	31	7	14	21	28	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25	1	8	15	22	1	8	15	22	29	5	12	19	26					
Notice To Proceed																																																					
Project Management																																																					
Kickoff Meeting																																																					
Data Request and Review																																																					
Workshop #1 - Kickoff																																																					
Energy Reduction/Renewable Energy Meeting																																																					
GHG Emission Reduction and GI Meeting																																																					
Task 1: Energy Reduction Goals																																																					
Task 2: Energy Reduction Assessment																																																					
Draft Submittals for Tasks																																																					
Review of Submittals & Final Review Meeting																																																					
Revisions to Task Submittals																																																					
Commission Presentation and Follow Up																																																					

# Phase 2 Potential Scope of Services

## Exhibit B

### NEW Water – Environmental Impacts Strategic Planning

#### Phase 2

June 3, 2026

#### **Task 100 – Project Management**

##### Activities

The consultant shall complete project management activities, which includes project monitoring and administration, monthly progress meetings with NEW Water staff, and project quality assurance/quality control (QA/QC) activities. At a minimum, the QA/QC form shall include the following information:

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

##### Consultant Deliverables

- Meeting Agenda (at least 48 hours prior to meeting) and minutes

#### **Task 200 – Project Work Plan and Kickoff Meeting**

##### **Task 200.201 Project Work Plan**

##### Activities

Update the Phase 1 project work plan to include a summary of Phase 2 project activities, update the project schedule, communications plan for contact between NEW Water and the Consultant, and QA/QC form to document that QA/QC review has been completed on any document prior to submittal to NEW Water.

##### Consultant Deliverables

- Updated Project Work Plan, including Quality Review Protocols and form
- Updated Project Schedule

## **Task 200.202 Kickoff Meeting**

### Activities

The Consultant shall conduct a kickoff meeting with the NEW Water project team to initiate Phase 2 project work. The Kickoff meeting will be held with up to six (6) additional BC staff attending virtually. Agenda items to be considered during the kickoff meeting include:

- Introductions
- Schedule
- Project Plan
- NEW Water Environmental Goals from Phase 1
- Visual Tracking Tool Requirements
- Energy Optimization
- Green House Gas Reduction
- Green Infrastructure

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

### Consultant Deliverables

- Meeting agenda, due at least 48 hours prior to meeting
- Meeting minutes, due within one week of the completion of meeting

### New Water Responsibilities

- Assist with scheduling meeting
- Review and comment on meeting minutes.

## **Task 300 – Utility Assessment and Goal Formulation**

### **Task 300.301 – Data Review**

#### Activities

The consultant will review data and past studies related to energy reduction, renewable energy, greenhouse gas (GHG) emissions and green infrastructure at both the Green Bay and De Pere Facilities. The data that will be reviewed includes:

- Utility bills
- Process data
- Past environmental technical reports or memorandum
- Technical information
- Plans and specifications of portions of the existing facility
- Existing GHG emissions inventory spreadsheet

### **Task 300.304 – Environmental Impact Reduction Goals**

#### Activities

In coordination with NEW Water, the Consultant will utilize the ten (10) environmental impact reduction goals, Key Performance Indicators (KPI) and annual targets (where applicable) to create a visual project tracking tool that integrates with NEW Water’s existing systems. The visual tracking tool will utilize Power BI to create a dashboard showing the current status of the KPI’s for each of the 10 environmental impact reduction goals. The Consultant will deliver the tool and data to NEW Water, however the tool will need to be updated by the client as new data becomes available.

#### Consultant Deliverable

- Visual tracking tool using Power BI

#### NEW Water Responsibilities

- Continue to update visual tracking tool as projects progress

### **Task 300.305 – Energy Reduction Assessment**

#### Activities

The consultant will utilize the benchmarked energy data for New Water’s Green Bay Facility (GBF) and De Pere Facility (DPF) to three (3) other similar sized WWTP to recommend up to three (3) optimization improvement and research opportunities to achieve the environmental impact reduction goals.

#### Consultant Deliverables

- Recommendations for up to three (3) optimization improvement and research opportunities

## **Task 300.306 – Renewable Energy Opportunities**

### Activities

The Consultant will identify and screen three (3) proven renewable energy technology opportunities for future investigation. The three (3) technologies that will be screened in the report are solar, wastewater heat recovery and waste heat utilization. The items that the Consultant will consider when screening these technologies include:

- Technical feasibility
- Site compatibility
- Energy yield
- Cost
- Emission Reduction
- Resilience Benefits

The Consultant will also develop a list of three (3) renewable energy projects that have been successfully implemented by other wastewater utilities.

### Consultant Deliverables

- Feasibility screening of solar, wastewater heat recovery and waste heat utilization to reduce energy costs.
- Prioritized list of three (3) renewable energy projects for future study with estimated implementation costs

## **Task 300.307 – Greenhouse Gas Emission Reductions**

### Activities

The Consultant will review the existing facility emissions calculations provided in NEW Water's Greenhouse Gas Emissions Inventory Spreadsheet. The Consultant will refine the existing inventory to align with current GHG Protocol guidance and confirm Scope 1 emissions per the Corporate Accounting and Reporting Standard as referenced by the EPA. The Consultant will also develop a planning level fugitive methane estimation tool that will provide order of magnitude estimates for planning purposes. The consultant will prepare a decision matrix summarizing candidate emissions control strategies, mitigation potential and relative level of effort.

### Consultant Deliverables

- Updated Greenhouse Gas Emissions Inventory Spreadsheet
- Planning level fugitive methane estimation tool
- Decision Matrix to evaluate various site specific emissions technologies
- Up to three (3) recommended projects and cost estimates

### **Task 300.308 – Green Infrastructure Advancements**

#### Activities

The Consultant will review the GBF and DPF site plans and goals to develop recommendations for the metrics to use for evaluating alternative options. These metrics will be developed into an evaluation matrix for selection of future GI projects and assessing the performance of the Green Infrastructure on the site. The Consultant will review and refine previous GI Evaluation work and develop a short list of the top five priority projects to achieve future GI goals. The top 2 priority projects will have preliminary WinSLAMM modeling completed to estimate Total Suspended Solids and Total Phosphorous reductions.

#### Consultant Deliverables

- Metrics and GI Goals for GBF and DPF
- Evaluation Criteria Matrix for selecting GI projects
- Five (5) potential project recommendations
- Planning level WinSLAMM results for two highest ranked GI alternatives.

## **Task 400 – Final Report**

### **Task 400.401 – Final Report Preparation and Submittal**

#### Activities

The Consultant will combine the information gathered during previous tasks and combine the information into a final technical report consisting of the following information:

- Executive Summary
- Environmental Goals and Tracking
  - 10 Organization Wide Environmental Impact Reduction Goals
  - Visual tracking tool using Power BI
  - Suggested language to include in future RFPs for capital projects to effectively evaluate opportunities for environmental improvements
- Energy Optimization
  - Industry Benchmarking data for three (3) similar sized WWTP
  - Recommendations for up to three (3) optimization improvement and research opportunities
- Renewable Energy
  - Feasibility screening of solar, wastewater heat recovery and waste heat utilization to reduce energy costs
  - Prioritized list of three (3) renewable energy projects for future study with estimated implementation costs
- GHG Reduction
  - Updated Greenhouse Gas Emissions Inventory Spreadsheet
  - Planning level fugitive methane estimation tool
  - Decision Matrix to evaluate various site specific emissions technologies
  - Up to three (3) recommended projects and cost estimates
- Green Infrastructure
  - Metrics and GI Goals for GBF and DPF
  - Evaluation Criteria Matrix for selecting GI projects
  - Five (5) potential project recommendations
  - WinSLAMM results for two highest ranked GI alternatives.
- Implementation Roadmap
  - Estimated project timelines
  - Planning level cost estimates to support future budgeting

### Consultant Deliverables

- Draft Final Report and Presentation

### NEW Water Responsibilities

- Review of Draft Final Report and provide comments to BC within 3 weeks.

## **Task 400.402 – Final Report Meeting**

### Activities

The Consultant will meet with NEW Water to discuss the draft report and any comments that NEW Water may have. The assumed 2-hour meeting will be held virtually with up to five (5) BC personnel present. The Consultant will record and discuss the changes that NEW Water recommends.

### Consultant Deliverables

- Meeting Agenda and Minutes

### NEW Water Responsibilities

- Assist with scheduling meeting
- Review and comment on meeting minutes.

## **Task 400.403 – Final Report Revisions**

### Activities

The Consultant will make the revisions based on the recommended changes requested by NEW Water. The Consultant will track all changes in a comment log and submit with the final report. NEW Water revisions will be limited to one round of comments and responses.

### Consultant Deliverables

- Final Report
- Comment Log

## **Task 500 – Commission Presentation**

### **Task 500.501 – Commission Assistance**

#### Activities

The Consultant will assist in the preparation and communication of the project outcome to the NEW Water Commission. This work will include the preparation and delivery of a PowerPoint presentation to the Commission. The consultant will attend virtually with up to two (2) staff members for the presentation. This task includes:

- Preparation of a PowerPoint presentation for communication to the Commission. The PowerPoint presentation will include:
  - Project Drivers
  - Best Practices
  - Current NEW Water Operations
  - Proposed Organizational Goals
  - Estimated Schedule to attain the goals
- Commission Presentation
- Assistance with any questions or comments that result from discussion for up to one Commission Meetings. Attendance is assumed to be limited to one meeting, for 1-hour duration, and virtual.

#### Consultant Deliverables

- PowerPoint Presentation
- Written responses to questions/comments from the Commission Meetings.

## **Task 600.601 – Optional Task #1 – Green Bay and De Pere Facility Flood Resiliency Evaluation**

#### Activities

The Consultant will perform a flood risk assessment for the Green Bay Facility (GBF) and De Pere Facility (DPF) using existing flood hazard information. The assessment will identify and evaluate up to three (3) flood mitigation measures and recommend two (2) prioritized projects for each site to reduce overall flood risk. This task includes:

- Conduct a topographic survey of the GBF and DPF sites, including survey scope development, coordination, and review.
- Compile and review existing flood hazard data, including FEMA flood mapping, seiche studies, climate impact assessments, and other publicly available datasets.
- Document facility features, critical assets, and operational constraints relevant to flood risk; prepare geospatial information system (GIS) basemaps for each site.
- Examine flood hazards affecting each facility, including riverine flooding, coastal/seiche-driven flooding, and the potential for localized pluvial flooding.
- Assess the potential for increasing flood risk due to changing climate conditions using available regional climate assessments and projections.
- Map flood hazard zones, and where available, compare flood elevations with site topography, access roads, adjacent grades, or other elevations associated with structures and ingress/egress routes at each facility.
- Assess exposure and vulnerability of key infrastructure to flood hazards.
- Develop up to three (3) potential flood mitigation measures, which may include structural and non-structural strategies.
- Evaluate measures based on effectiveness, feasibility, constructability, and cost.
- Conduct one virtual 2-hour workshop with NEW Water staff to discuss initial findings and potential mitigation measures.
- Screen and prioritize mitigation measures to identify up to two (2) recommended projects for each facility.
- Develop planning-level design concepts, including maps and schematic figures.
- Develop planning-level cost estimates (i.e., AACE Level 5) for each of the recommended projects.
- Prepare summary report to be included with the Final Report.

Consultant Deliverables (To be included in the Final Report as an Appendix)

- Topographic Survey in AutoCAD format
- Brief technical memorandum documenting flood hazards, climate risk considerations, facility vulnerability assessments and a narrative discussion on flood mitigation techniques.
- One planning level design concept for each facility including concept design descriptions, basic figures, and planning-level (i.e., AACE Level 5) cost estimates.

### NEW Water Responsibilities

- Provide access to the site for topographical survey
- Identification of areas within GBF and DPF with previous flooding history
- Review of deliverables within 2 weeks of submittal

### **Task 600.602 – Optional Task #2 – Process Chemical Benchmarking**

#### Activities

The Consultant will conduct a screening level desktop review of the existing disinfection chemicals, polymers and chemical phosphorous (Chemical) usage by both the GBF and DPF site locations. The chemical usage will be benchmarked using industry norms, normalizing by flow, load and performance.

#### Activities

- Review of chemical usage at DPF and GBF.
- Virtual interview with plant operators
- Benchmarking chemical usage data to two (2) similar sized WWTP with readily available benchmarking data.
- Identification of three (3) optimization goals at each facility.
- Identification of three (3) optimization improvement or research opportunities to meet future optimization goals at each facility.
- Preparation of a summary of findings that will be included as an Appendix to the Final Report.

#### Consultant Deliverables (To be included in the Final Report as an Appendix)

- Existing chemical usage at DPF and GBF
- Benchmarked data to two (2) similar sized WWTP with readily available benchmarking data
- Three (3) optimization goals for each plant
- Three (3) planning level recommendations for optimization improvement or research opportunities.
- Prepare summary report to be included with the Final Report.

### NEW Water Responsibilities

- Provide chemical usage, daily flows and results for GBF and DPF
- Review of deliverables within 2 weeks of submittal

## **Assumptions for Phase 2 Scope of Work**

1. The scope and budget provided for Phase 2 is preliminary. Final scope and budget numbers will be provided to NEW Water prior to approval of Phase 2 and may include changes to total hours, expenses and rates.
2. The project is anticipated to be 9 months in duration commencing in May 2027 with completion in February 2028. Schedule or cost impacts related to delays caused by protracted reviews, changes in scope of work, or other situations outside of our control may lead to an increase in the fee for the project.
3. All data from past reports and sources, such as those provided with the RFP can be used and relied upon without independent verification.
4. BC will update the existing GHG Inventory tool provided by NEW Water. No new GHG inventory tools will be created.
5. No new hydrologic, hydraulic, or seiche modeling will be performed; analysis will rely on existing publicly available data and studies.
6. Climate risk characterization will be based on available regional climate projections and secondary sources; no new downscaling or modeling will be performed.
7. All cost estimates will be AACE Class 5. AACE Class 5 cost estimates are planning level cost estimates based on screening information and professional judgement and are subject to inherent uncertainty appropriate for early-stage planning.
8. One review cycle by NEW Water is assumed for each deliverable, with the exception of the report which assumes two NEW Water review cycles.
9. The Consultant may shift budget between work tasks as necessary to complete the work.

### **Additional Assumptions for Optional Task #1:**

1. The scope and budget for Optional Task #1 is preliminary. It is recommended that NEW Water and BC further define the requirements of this task prior to authorization.
2. The flood study will be a planning level assessment of flood risk based on existing and readily available flood hazard information. No new modeling will be completed.
3. The impacts assessment will be largely based on current effective FEMA Flood Hazard Area, including coastal, riverine, and shallow flooding zones and the 500-year flood hazard area.
4. Potential effects of future climate variability and change will be considered qualitatively; no quantitative adjustments to mapped flood hazards will be performed. Future flood risk may exceed conditions reflected in existing studies.
5. An allowance of \$30,000 has been included for survey work as part of the Flood Impacts. Actual costs of the survey will be determined once the scope of the survey is finalized.
6. Client to provide unit cost pricing of any flood control projects that have been completed on site.

### **Additional Assumptions for Optional Task #2:**

1. The scope and budget for Optional Task #2 is preliminary. It is recommended that NEW Water and BC further define the requirements of this task prior to authorization.
2. Benchmarking to similar sized WWTP will be based on readily available information. No peer utility outreach, sampling, jar testing, bench testing, vendor trials, lab coordination, process modeling or detailed cost/savings analysis will be completed.
3. No cost estimates will be provided for the three (3) optimization improvement or research opportunities identified.



# EXHIBIT C - Optional Task #1 - Flood Resiliency

Green Bay Metro Sewerage Dist (WI) -- Environmental Impacts Strategic Planning Project - Optional Task - Green Bay and De Pere Facility Flood Resiliency Evaluation																					
	Josh Radomski	Dante Fiorino	Nathan Foged	Adam Shelton			Reproduction	Lodging and Food	Other Travel	ODC Placeholder Hide This Column		Topographical Survey Allowance									
Phase Description	Project Manager	Technical Lead	Infrastructure Planning	Infrastructure Planning	Total Labor Hours	Total Labor Effort					Total ODCs	Allowance	Total Sub Cost	Total Expense Cost	Total Phase/Task						
Charge Rate	\$238.85	\$303.20	\$352.87	\$280.68																	
<b>Project Work Plan and Kickoff Meeting</b>	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Project Work Plan	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Kickoff Meeting	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Utility Assessment and Goal Formulation</b>	4	4	20	92	120	\$ 35,048	\$ -	\$ 500	\$ 500	\$ -	\$ 1,000	\$ 30,000	\$ 30,000	\$ 31,000	\$ 66,048						
<b>Data Review</b>	0	0	4	8	12	\$ 3,657	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,657						
<b>Topographic Survey (Allowance)</b>	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000						
Facility Flood Resiliency Workshop	4	4	4	4	16	\$ 4,702	\$ -	\$ 500	\$ 500	\$ -	\$ 1,000	\$ -	\$ -	\$ 1,000	\$ 5,702						
Facility Flood Resiliency Evaluation	0	0	12	80	92	\$ 26,689	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,689						
<b>Final Report</b>	4	4	4	12	24	\$ 6,948	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,948						
Final Report Preparation	2	2	2	8	14	\$ 4,035	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,035						
Final Report Meeting	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
Final Report Revisions	2	2	2	4	10	\$ 2,913	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,913						
					0	\$ -															
<b>GRAND TOTAL</b>	<b>8</b>	<b>8</b>	<b>24</b>	<b>104</b>	<b>144</b>	<b>\$ 41,996</b>	<b>\$ -</b>	<b>\$ 500</b>	<b>\$ 500</b>	<b>\$ -</b>	<b>\$ 1,000</b>	<b>\$ 30,000</b>	<b>\$ 30,000</b>	<b>\$ 31,000</b>	<b>\$ 72,996</b>						

# EXHIBIT C - Optional Task #2 - Process Chemical Benchmarking/Optimization

Green Bay Metro Sewerage Dist (WI) -- Environmental Impacts Strategic Planning Project - Optional Task - Process Chemical Benchmarking and Optimization																
	Josh Radomski	Dante Fiorino	Chris Muller	Kayla Bauhs			CHECK HIDE	Reproduction	Lodging and Food	Other Travel	ODC Placeholder Hide This Column		Topographical Survey Allowance			
Phase Description	Project Manager	Technical Lead	Proc. Mech. Lead	Proc. Mech. Engineer	Total Labor Hours	Total Labor Effort						Total ODCs	Cost	Total Sub Cost	Total Expense Cost	Total Phase/Task
Charge Rate	\$238.85	\$303.20	\$336.53	\$168.77												
<b>Project Work Plan and Kickoff Meeting</b>	0	0	4	4	8	\$ 2,021	\$ 2,021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,021
Project Work Plan	0	0	0	0	0	\$ -		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Kickoff Meeting	0	0	4	4	8	\$ 2,021		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 2,021
<b>Process Chemical</b>	14	14	38	268	334	\$ 65,608	\$ 60,743	\$ -	\$ 500	\$ 500	\$ -	\$ 1,000	\$ -	\$ -	\$ 1,000	\$ 66,608
<b>Data Review</b>	0	0	8	16	24	\$ 5,393		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 5,393
Chemical Optimization Workshop	8	8	8	8	32	\$ 8,379		\$ -	\$ 500	\$ 500		\$ 1,000	\$ -	\$ -	\$ 1,000	\$ 9,379
Operator Interviews	4	4	4	8	20			\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Chemical Benchmarking	0	0	8	110	118	\$ 21,257		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 21,257
Chemical Optimization	2	2	10	126	140	\$ 25,715		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 25,715
<b>Final Report</b>	4	4	4	12	24	\$ 5,540	\$ 5,540	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,540
Final Report Preparation	2	2	2	8	14	\$ 3,107		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 3,107
Final Report Meeting	0	0	0	0	0	\$ -		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Final Report Revisions	2	2	2	4	10	\$ 2,432		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 2,432
<b>GRAND TOTAL</b>	<b>18</b>	<b>18</b>	<b>46</b>	<b>284</b>	<b>366</b>	<b>\$ 73,169</b>		<b>\$ -</b>	<b>\$ 500</b>	<b>\$ 500</b>	<b>\$ -</b>	<b>\$ 1,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,000</b>	<b>\$ 74,169</b>

# Memorandum

TO: Commission  
Nathan Qualls

FROM: Lisa Sarau

DATE: June 15, 2026

SUBJECT: Sewer Plan Approval

---

## **Background**

The Town of Lawrence, Village of Howard, and Village of Suamico have submitted requests for approval of sanitary sewer plans. Location maps are attached. These requests include the following:

Town of Lawrence Sanitary Sewer Plan Project #L0017 09-26-00285 – French Road Utilities: GBMSD Request #2026-19. The Town of Lawrence project is intended to serve 4.8 acres of business and commercial development. The ultimate service area for the proposed sewer is 27.3 acres of business and commercial development. Flow from the development will be tributary to the Ninth Street Interceptor, which is consistent with NEW Water’s planning documents.

Village of Howard Sanitary Sewer Plan Project #26009 – Northern Reach: GBMSD Request #2026-20. The Village of Howard project is intended to serve 39 acres of residential development. The ultimate service area for the proposed sewer is 335 acres of residential development. Flow from the development will be tributary to the Bayview Interceptor, which is consistent with NEW Water’s planning documents.

Village of Suamico Sanitary Sewer Plan Project #25-0312.01 – Well 5 Water Treatment Facility: GBMSD Request #2026-21. The Village of Suamico project is intended to serve 2.8 acres of institutional development. The ultimate service area for the proposed sewer is 38.7 acres of residential development. Flow from the development will be tributary to the Bayview Interceptor, which is consistent with NEW Water’s planning documents.

## **Recommendation**

Staff recommends Commission approval of the plans for the proposed sewers for the Town of Lawrence, Village of Howard, and Village of Suamico to serve land located within the NEW Water service area. These approvals are subject to favorable recommendations from Brown County Planning and final approval by the WDNR.

**Commission Action**

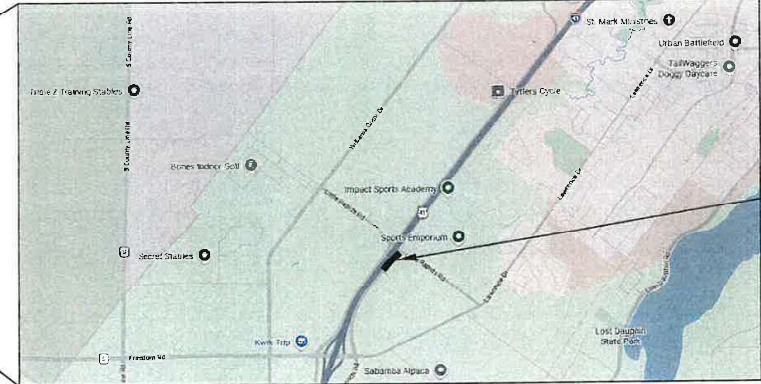
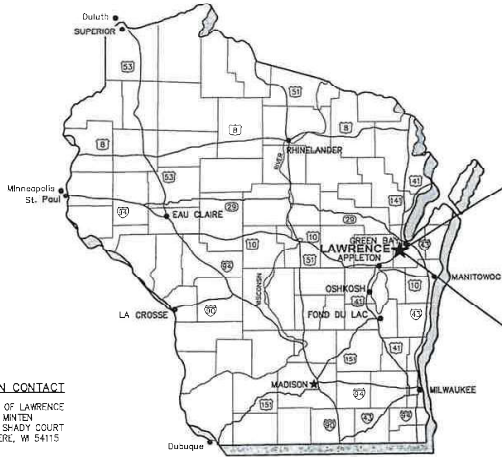
Request Commission approval of the Town of Lawrence, Village of Howard, and Village of Suamico sewer plans.

Attachments

# FRENCH ROAD UTILITIES TOWN OF LAWRENCE SEWER & WATER CONSTRUCTION

BROWN COUNTY, WISCONSIN  
MCM # L0017 09-26-00285

**G. B. M. S. D. PLAN APPROVAL**  
 REQUEST NO. GBMSD 2026-19  
 PROJECT NO. L0017 09-26-00285  
 EXAMINED BY Jake Fischer DATE 6/4/26  
 APPROVED BY G.B.M.S.D. COMMISSION  
 MOTION NO. \_\_\_\_\_ DATE \_\_\_\_\_



PROJECT LOCATION

**CONTACT INFORMATION**

**UTILITIES**  
 AT&T  
 VICTORIA KASAAR (TELEPHONE)  
 205 S. JEFFERSON  
 GREEN BAY, WI 54301

WISCONSIN PUBLIC SERVICE (WPS)  
 JEFFREY P. HENKELMANN (GAS/ELECTRIC)  
 2850 S ASHLAND AV / P.O. BOX 19301  
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TC ENERGY  
 MIKE REIF  
 NISSA OAKCREST DRIVE  
 BONDUELL, WI 54107  
 920-634-7437  
 michow\_reif@tcenergy.com

**TOWN CONTACT**  
 TOWN OF LAWRENCE  
 RUBY WINTEN  
 2400 SHADY COURT  
 DE PERE, WI 54115

**DESIGN CONTACT**  
 McMAHON  
 MATT GREELY  
 1445 McMAHON DRIVE  
 NEENAH, WI 54956  
 (920) 751-4200  
 mgreely@mcmgrp.com

6/3/26

*Matthew J. Greely*



**SHEET INDEX**

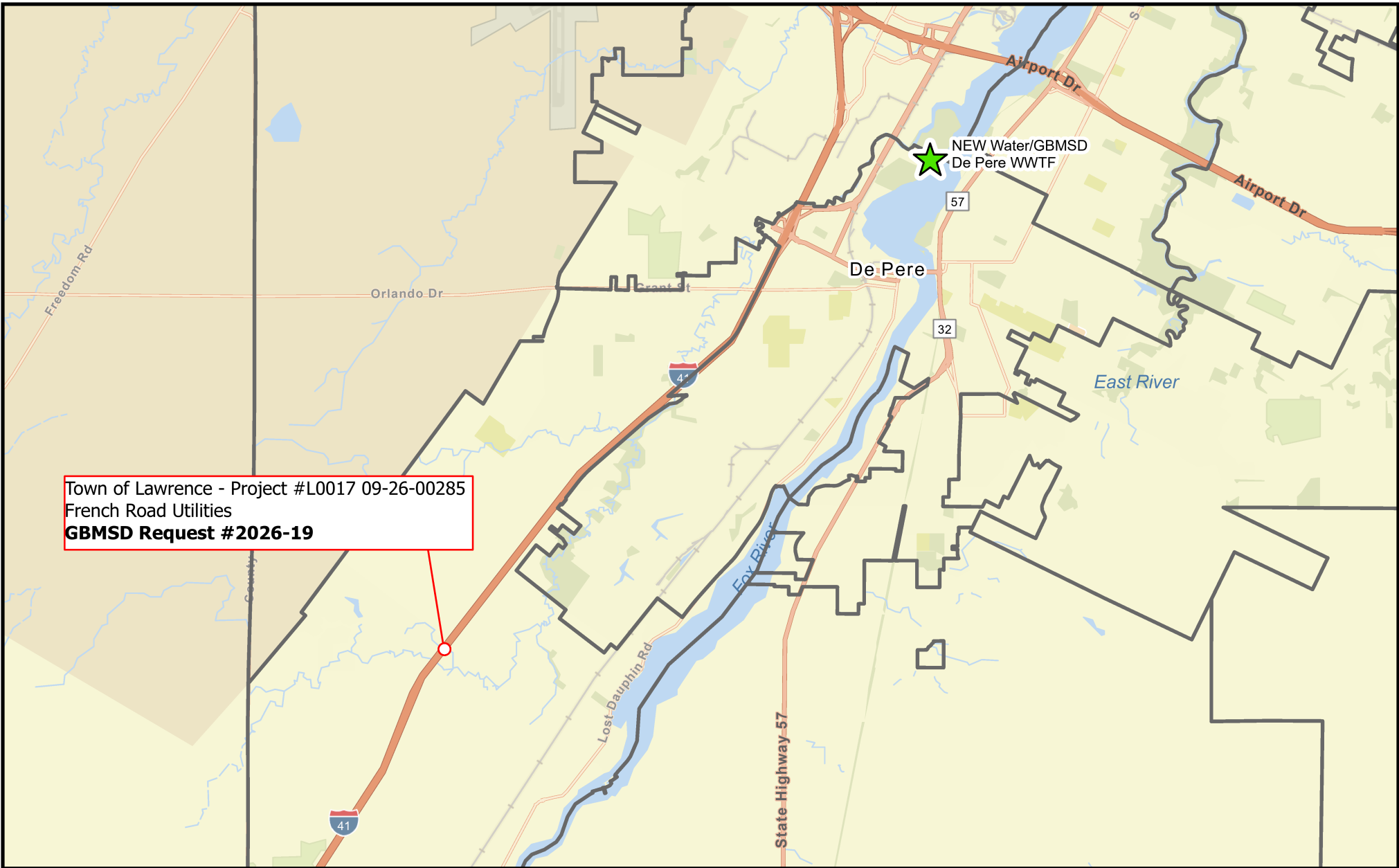
- 01 ABBREVIATIONS, SYMBOLS & NOTES
- 02 SURVEY CONTROL & HORIZONTAL ALIGNMENT DETAIL
- 03-04 PLAN & PROFILE
- D1-D3 MISCELLANEOUS DETAILS

**DIGGERSHOTLINE**  
 Dial 811 or (800) 242-8511  
 www.DiggersHotline.com

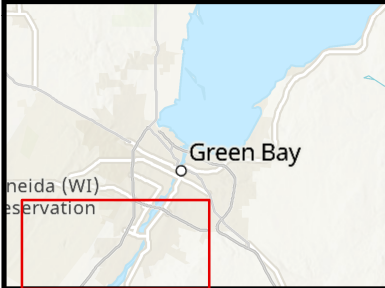
DATE  
MAY 2026  
 PROJECT NO.  
L0017 09-26-00285

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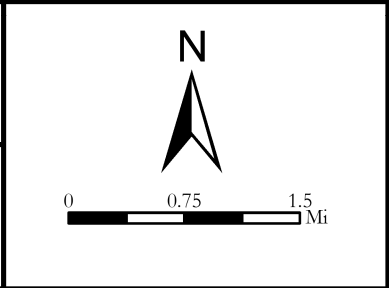
Town of Lawrence - Project #L0017 09-26-00285  
 French Road Utilities  
**GBMSD Request #2026-19**



**LEGEND**  
 [Symbol] Municipalities

**June 2026**

**GBMSD Sewer Plan Approval  
 Request Location**



INDEX OF SHEETS

- 1 TITLE
- 6-7 EROSION CONTROL PLANS
- 17-18 SANDY MEADOW CIRCLE PLAN AND PROFILE
- 21-23 SANDY MEADOW CIRCLE PLAN AND PROFILE
- 24 AARON COURT PLAN AND PROFILE
- 25-26 OLIVIA LANE PLAN AND PROFILE
- 27 ROSE ROAD PLAN AND PROFILE
- 28 SANITARY EASEMENT PLAN AND PROFILE

# NORTHERN REACH - PHASE 1 UTILITY AND ROADWAY CONSTRUCTION

VILLAGE OF HOWARD  
BROWN COUNTY, WISCONSIN  
VILLAGE PROJECT NO. 26009  
JUNE, 2026

**PROJECT UTILITIES CONTACTS:**

WISCONSIN PUBLIC SERVICE CORP (ELECTRIC)  
CASEY GERONDALE  
CASEY.GERONDALE@WISCONSINPUBLICSERVICE.COM  
OFFICE: (920) 617-5185  
MOBILE: (920) 680-1989

WISCONSIN PUBLIC SERVICE CORP (GAS)  
ADAM LEY  
ADAM.LEY@WISCONSINPUBLICSERVICE.COM  
OFFICE: (920) 433-1079

**G. B. M. S. D. PLAN APPROVAL**

REQUEST NO. GBMSD 2026-20 OFFICE: (920) 433-4142  
PROJECT NO. 26009 MOBILE: (920) 237-8892

EXAMINED BY Jake Fischer OFFICE: (920) 213-9400

**APPROVED BY G.B.M.S.D. COMMISSION**

MOTION NO. \_\_\_\_\_ OFFICE: (920) 617-7316

AT&T  
PROVIDER  
PK3856@ATT.COM  
OFFICE: (920) 433-4142  
MOBILE: (920) 237-8892

SPECTRUM  
GEOFF TULACHKA  
GEOFF.TULACHKA@SPECTRUM.COM  
OFFICE: (920) 213-9400

NSIGHT / NETLEC LLC  
RICK VINCENT  
RICK.VINCENT@NSIGHT.COM  
OFFICE: (920) 617-7316

TDS  
SEAN MURRAY  
SEAN.MURRAY@TDS TELECOM.COM  
OFFICE: (608) 664-4606  
MOBILE: (608) 886-5707

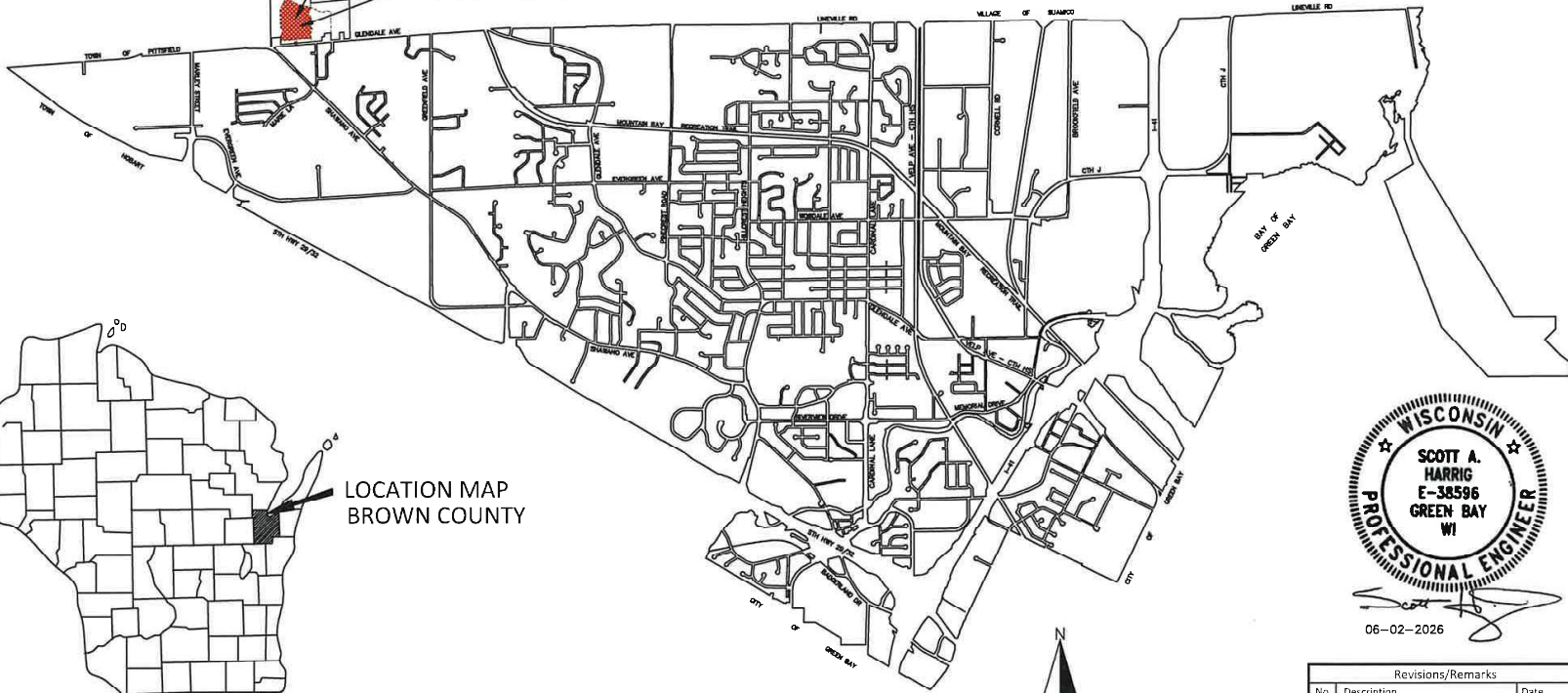
VILLAGE OF HOWARD  
GEOFF FARR  
GFARR@VILLAGEOFHOWARD.COM  
OFFICE: (920) 434-4060

BROWN COUNTY PLANNING, SURVEY COORDINATION  
JEFF DUMEZ  
OFFICE: (920) 448-6295

UNDERGROUND UTILITIES SHOWN ON PLANS ARE TAKEN FROM UTILITY COMPANIES RECORD DRAWINGS OR PRELIMINARY FIELD LOCATES  
WIS. STATUTES 182.0175 (1974) REQUIRES MINIMUM OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE.  
TO OBTAIN LOCATION OF PARTICIPANTS' UNDERGROUND FACILITIES CALL DIGGER'S HOTLINE 1-800-242-8511 TOLL FREE.

NORTHERN REACH  
PHASE 1

PROJECT LOCATION



Revisions/Remarks		
No.	Description	Date
1		
2		
3		

ORIGINAL PLANS PREPARED BY

**MACH IV**  
ENGINEERING • SURVEYING • ENVIRONMENTAL

2260 Salscheider Court Green Bay, WI 54313  
P-1 920-569-5765; Fax: 920-569-5767  
www.mach-iv.com  
Project Number: 2335-05-25TM

**APPROVED FOR  
VILLAGE OF HOWARD**

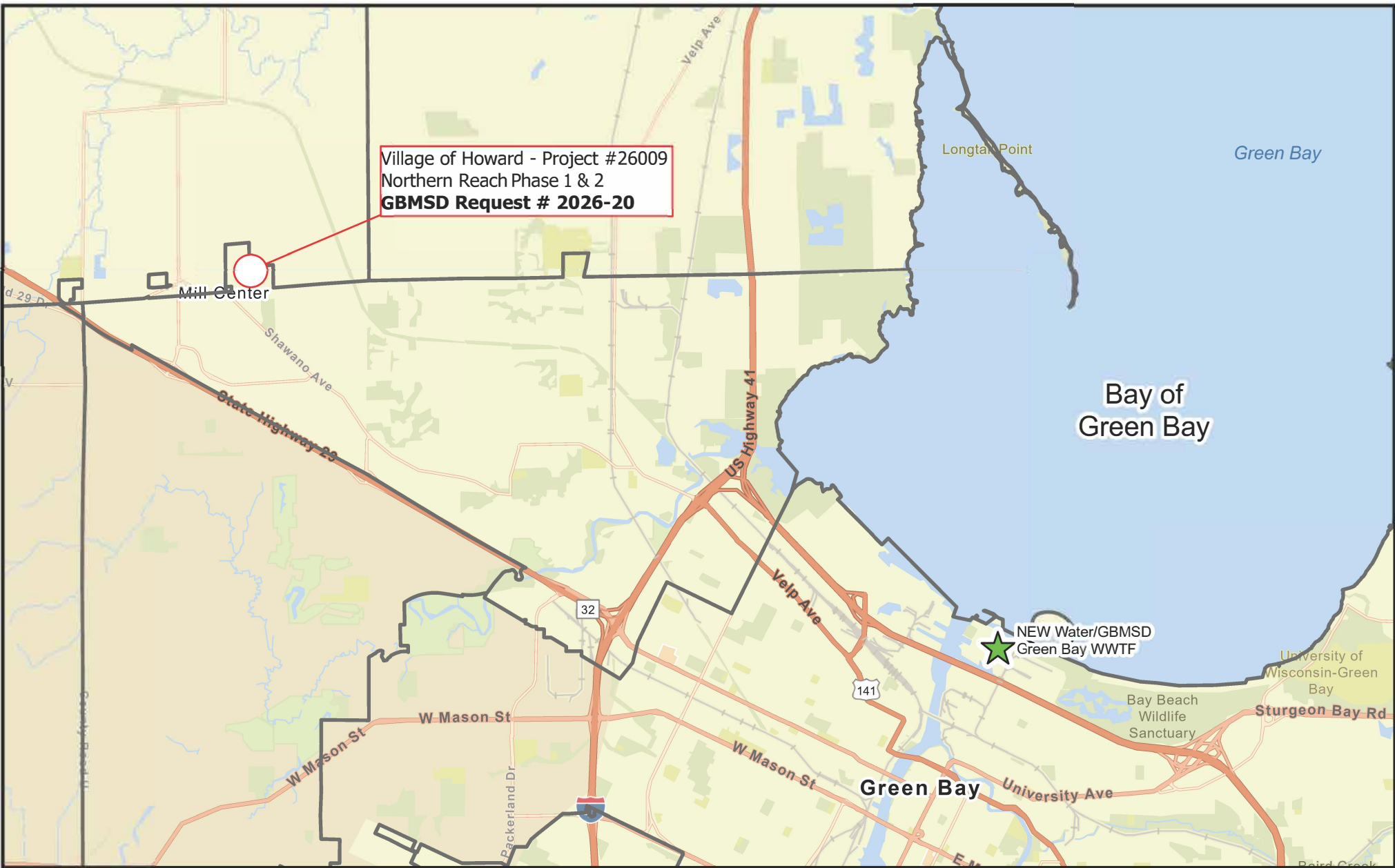
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PUBLIC WORKS DIRECTOR

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VILLAGE ENGINEER

Village of Howard - Project #26009  
Northern Reach Phase 1 & 2  
**GBMSD Request # 2026-20**



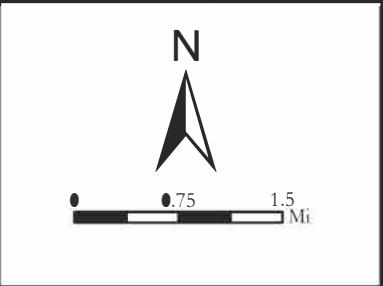
**LEGEND**

 Municipalities

**NEW Water**  
The brand of the Green Bay  
Metropolitan Sewerage District

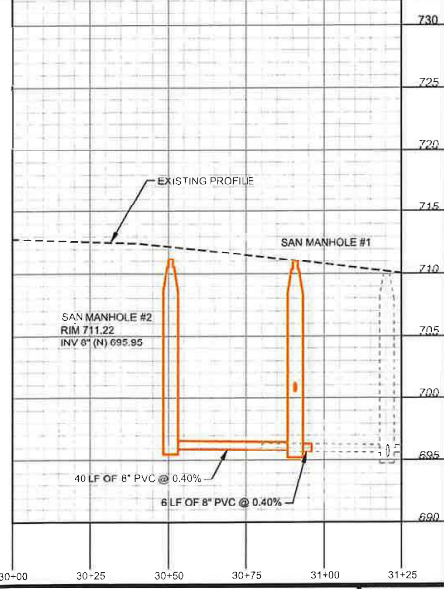
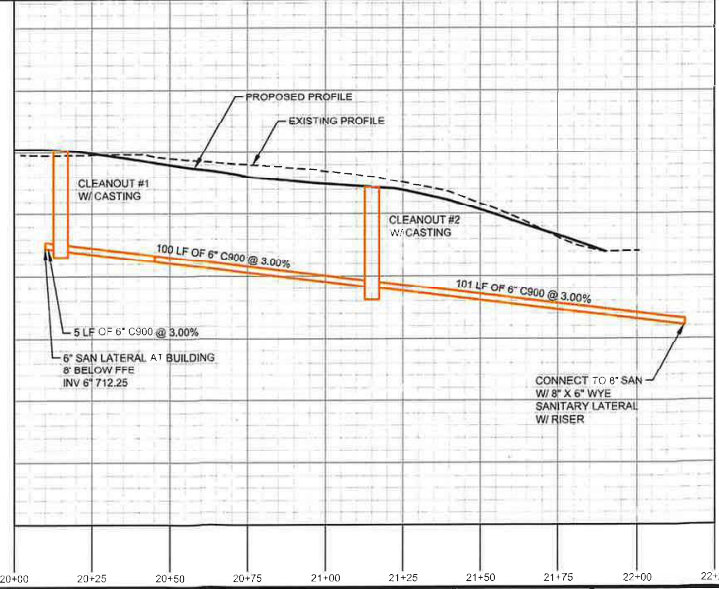
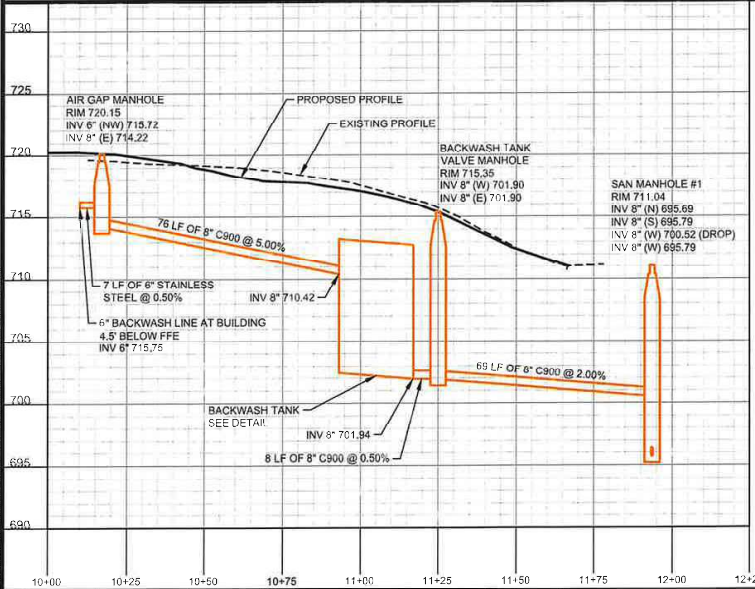
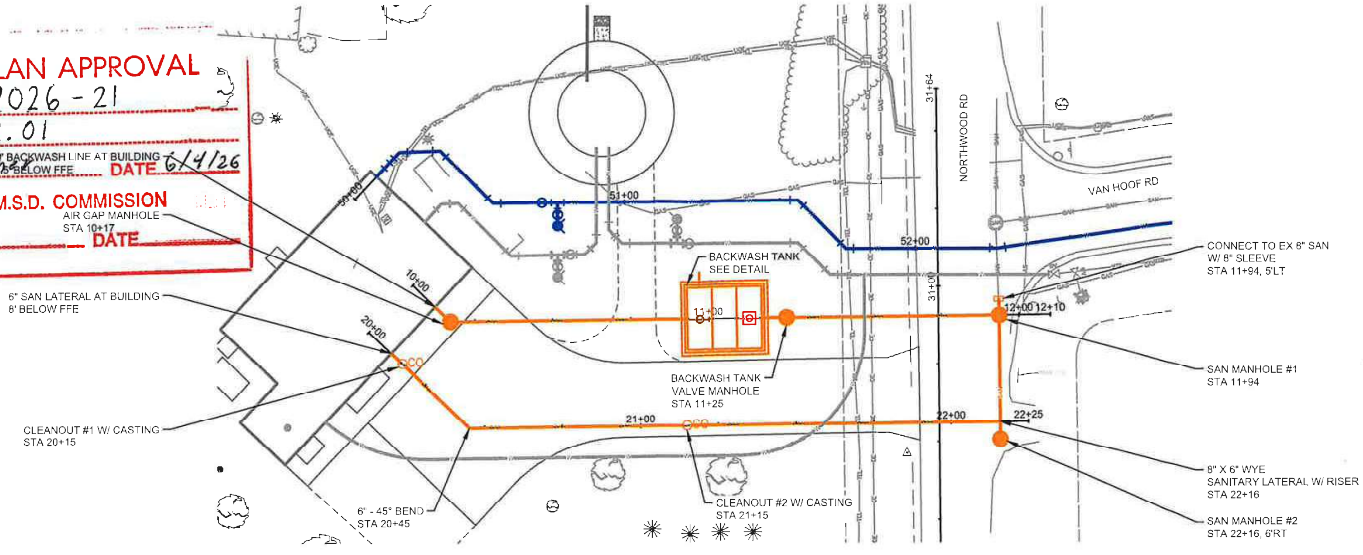
**June 2026**

**GBMSD Sewer Plan Approval  
Request Location**



**G. B. M. S. D. PLAN APPROVAL**

REQUEST NO. GBMSD 2026-21  
 PROJECT NO. 25-0312.01  
 EXAMINED BY Jake Fischer DATE 6/4/26  
 APPROVED BY **G.B.M.S.D. COMMISSION**  
 AIR GAP MANHOLE STA 10+17  
 MOTION NO. \_\_\_\_\_ DATE \_\_\_\_\_



DES BY	AMS	PROJ. NO.	25-0312.01	NO.	DATE	REVISION	NO.	DATE	REVISION
CHK BY	JWS	DATE	JUNE 2026	NO.	DATE	REVISION	NO.	DATE	REVISION

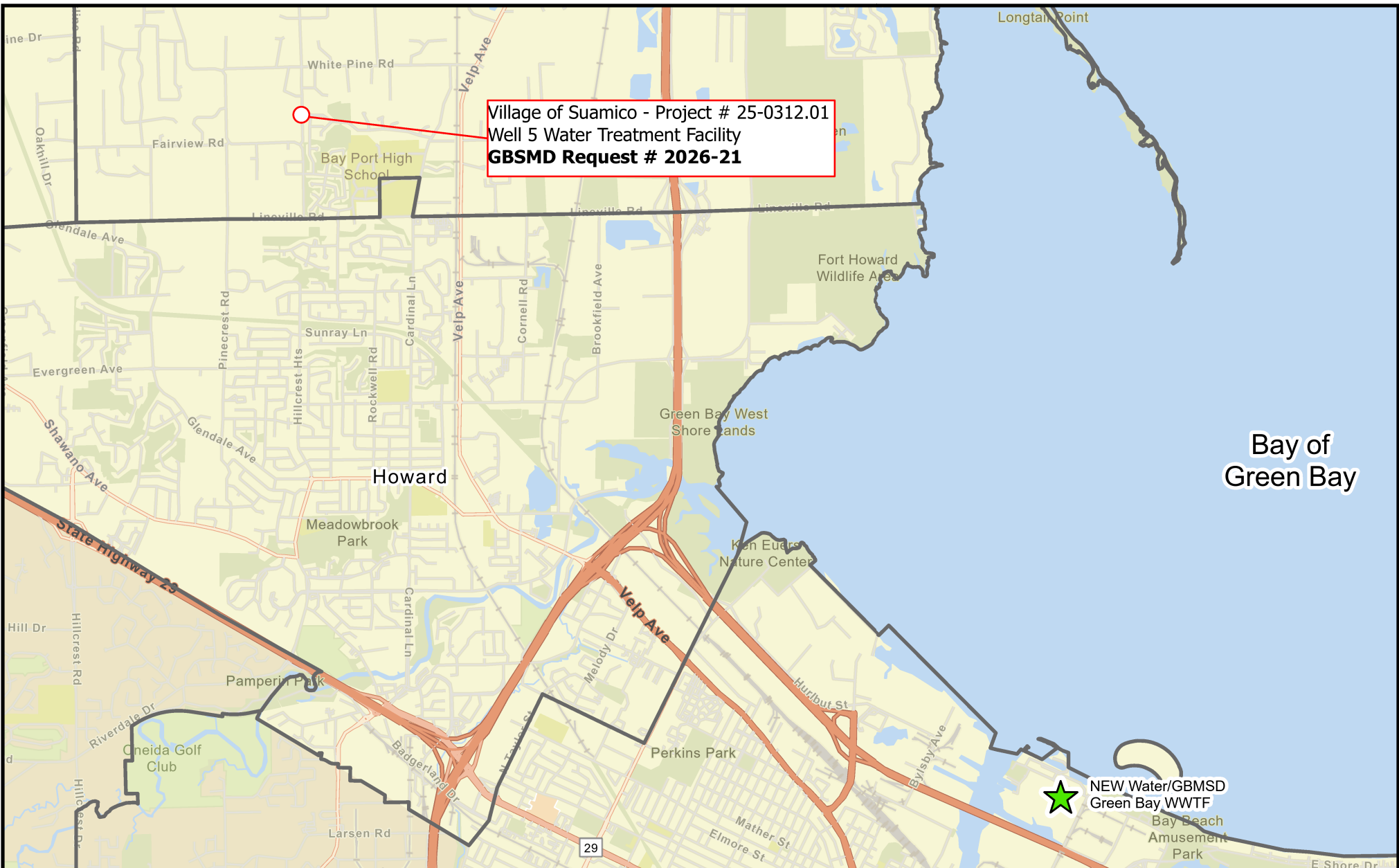
WELL STATION NO. 5  
VILLAGE OF SUAMICO



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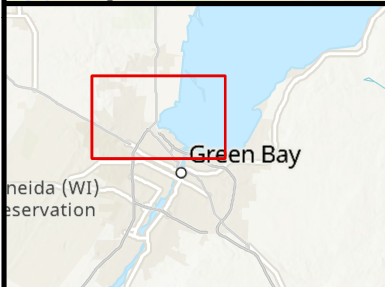
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Village of Suamico - Project # 25-0312.01  
 Well 5 Water Treatment Facility  
**GBMSD Request # 2026-21**

Bay of Green Bay

★ NEW Water/GBMSD  
 Green Bay WWTF  
 Bay Beach  
 Amusement  
 Park

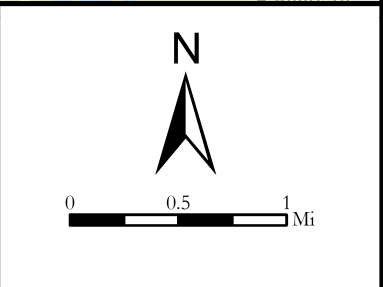


**LEGEND**

▭ Municipalities

**June 2026**

GBMSD Sewer Plan Approval  
 Request Location



## Monthly Construction Progress Report

Project Name: GBF North Plant Clarifier Rehabilitation  
 Project Number: 18-020-CO  
 Report Number: 11  
 Reporting Period: 4/12/26 to 6/13/26  
 Project Manager: Robert Brown

Contractor: Lunda Construction			
<b>Contract Cost</b>		<b>Contract Time</b>	
	<u>Amount</u>		<u>Date</u>
Original Contract Sum:	\$ 34,314,529.00	Original Substantial Completion:	<u>10/31/26</u>
Net Change by Change Orders:	(\$ 1,395,597.93)	Original Contract Completion:	<u>2/28/27</u>
Contract Sum to Date:	\$ 32,918,931.07	Revised Substantial Completion:	<u>1/5/27</u>
Total Complete and Stored to Date:	\$ 25,152,423.62	Revised Final Completion:	<u>NA</u>
Retainage:	\$ 822,973.28		
Total Earned Less Retainage:	\$ 24,329,450.34	<b>Contract Milestones</b>	
Previous Payments:	\$ 23,587,226.69	Do milestones apply?	No
Balance to Finish with Retainage:	\$ 8,589,480.73	If yes, list:	

### Contract Contingency

Authorized Amount: \$ 3,431,500.00

Amount Used: (\$ 1,395,597.93)

### Work Progress

Contract Budget Spent: 74%%

Contract Work Completed: 76%

### Work Accomplished During Reporting Period

Work on Final Clarifier 1 (FC #1), FC #7, and Primary Clarifier 2 (PC #2) was finished, and all units were returned to service upon successful completion of 7-day compliance testing. FC #2, FC #8, and PC #1 were removed from service in accordance with the established construction schedule and are currently in various stages of demolition and/or rehabilitation. Upgraded replacement trusses for FC #2 and PC #1 were received and coated.

### Work Scheduled for Next Reporting Period

Work on FC #2, FC #8, and PC #1 will continue, along with the associated pump replacement work in Tunnel A. Upgraded replacement components will continue to be received, with appropriate coatings either verified or applied onsite. PC #1 (followed by PC #4) continues to represent the critical path for project timing and completion.

### Outstanding Issues

None

### Issues Resolved

None



DEMOLITION OF OLD SLUDGE PUMP BASES IN TUNNEL A



REHABILITATED PC #3 AT 7:00 AM ON 4/14/26



GRINDING DEFECTIVE CONCRETE BASE MATERIAL IN PC #1



FILLING REHABILITATED FC #7 TO RETURN TO SERVICE

# Memorandum

TO: Commission  
Nathan Qualls

FROM: Kate Verbeten  
Sharon Thieszen

DATE: June 4, 2026

SUBJECT: Overview of Recent Wisconsin PFAS Legislation and Potential Impacts to  
NEW Water

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## **Background**

Per- and polyfluoroalkyl substances (PFAS) are a broad group of manufactured chemicals that have been used in industrial processes and consumer products for decades due to their resistance to heat, oil, stains, grease, and water. PFAS compounds are commonly associated with products such as firefighting foam, coatings, paper products, textiles, plating operations, and certain industrial manufacturing processes.

At the federal and state levels, regulatory agencies continue to expand monitoring, investigation, and management efforts associated with PFAS in wastewater, biosolids, groundwater, surface water, and drinking water systems. Wisconsin recently enacted additional PFAS-related legislation that may impact wastewater treatment facilities, municipalities, industries, and disposal practices statewide.

This memorandum provides an overview of recent Wisconsin PFAS legislation, Wisconsin Department of Natural Resources (WDNR) implementation activities, and potential implications for NEW Water and its customers.

## **Recent Wisconsin PFAS Legislation**

On April 6, 2025, two bills relating to PFAS were signed into law: 2025 Act 201 and 2025 Act 200.

Act 201 addresses PFAS management, municipal assistance funding, and liability protections associated with wastewater treatment facilities and other passive receivers of PFAS contamination.

Act 200 provides approximately \$133 million in funding for PFAS work, including for implementation of the municipal grant program outlined in Act 201.

## **Municipal PFAS Assistance Grant Program**

Act 201 establishes a municipal grant program intended to assist wastewater and drinking water utilities with PFAS-related compliance and response activities.

Eligible activities may include:

- PFAS sampling of wastewater effluent and biosolids,
- Development of PFAS minimization plans (PMPs),
- Collection system investigations and source identification efforts,
- Evaluation or installation of PFAS treatment and removal technologies.

As PFAS regulations continue evolving, these grants may help offset future sampling, investigation, and compliance costs incurred by municipal wastewater utilities.

## **State Spills Law Exemptions**

Act 201 also establishes exemptions under Wisconsin's state spills statute, Wis. Stat. s.292.11, for certain passive receivers of PFAS contamination.

Relevant exemptions include:

- Biosolids land application when conducted in accordance with an approved permit, and
- Municipal landfills that discharged PFAS-contaminated leachate to a publicly owned treatment works (POTW), if the municipal waste landfill installs and operates a DNR-approved leachate pretreatment system to treat all leachate for PFAS either by December 31, 2032, or by a later date if the landfill demonstrates meaningful progress towards such installation.

These provisions recognize that municipal wastewater utilities and landfills often receive PFAS from residential, commercial, and industrial sources rather than generating PFAS directly.

## **WPDES General Permit Development**

The legislation also directs the WDNR to develop a PFAS-related WPDES general permit for publicly owned treatment works (POTWs).

The anticipated purpose of the general permit is to:

- Establish statewide PFAS monitoring and reporting requirements,
- Provide consistency in PFAS regulatory implementation, and
- Ensure POTWs are covered under the state spill law exemption provisions established under Act 201.

Additional implementation details and permit conditions continue to be developed by the WDNR.

## **Current NEW Water Activities**

NEW Water continues to monitor state and federal PFAS regulatory developments and to coordinate with industry groups, consultants, and regulatory agencies regarding evolving requirements. See attached NEW Water PFAS Plan of Action.

## **Summary**

PFAS regulation continues to rapidly evolve at both the federal and state levels. Wisconsin's recent legislation primarily focuses on expanding funding opportunities, establishing liability protections for passive receivers, and increasing PFAS monitoring and management activities statewide.

Although many implementation details are still being developed, municipal wastewater utilities such as NEW Water will likely continue to see increased PFAS-related monitoring, reporting, and source identification efforts in the coming years.

NEW Water will continue to monitor regulatory developments and evaluate potential impacts on facility operations, customers, and long-term compliance obligations.

## **Recommendation**

This Commission item is informational only.

## **Commission Action**

No Commission action is required.

Attachment.

# NEW Water PFAS Plan of Action

## Background

NEW Water, the brand of the Green Bay Metropolitan Sewerage District, has been closely monitoring the evolving PFAS regulations which the Environmental Protection Agency (EPA) and the Wisconsin Department of Natural Resources (WDNR) have proposed, utilizing the EPA PFAS Roadmap and the WDNR Action Plan as guidance in developing NEW Water’s PFAS Plan of Action.

According to the WDNR, “perfluoroalkyl and polyfluoroalkyl substances (PFAS) are a large group of human-made chemicals that have been used in industry and consumer products worldwide since the 1940s.”

In Wisconsin, the drinking water and surface water rules for Perfluorooctyl Sulfonate (PFOS) and Perfluorooctanoic Acid (PFOA) became effective August 1, 2022. Requirements for PFOS and PFOA monitoring and potentially a pollution minimization program could be included in NEW Water’s future WPDES permit renewals (current permit expires March 31, 2027).

Note that this Plan of Action will be reviewed annually and revised as needed.

## Goals & Objectives

NEW Water’s comprehensive approach to addressing PFAS is guided by the following **goals and objectives**.

<b>UNDERSTAND</b>	<p><b>Objectives:</b></p> <ul style="list-style-type: none"> <li>• Understand how PFAS impacts our community</li> <li>• Understand how PFAS impacts our facilities</li> <li>• Understand sources of PFAS coming into our system</li> </ul>
<b>REDUCE</b>	<p><b>Objectives:</b></p> <ul style="list-style-type: none"> <li>• Pursue source reduction through industrial collaboration</li> <li>• Support legislative / regulatory efforts to minimize or eliminate use of PFAS</li> <li>• Promote pollution prevention through education and community outreach</li> </ul>
<b>SUSTAIN</b>	<p><b>Objectives:</b></p> <ul style="list-style-type: none"> <li>• Identify initiatives to pursue for an equitable approach to PFAS mitigation in the community</li> <li>• Maintain the reduction successes achieved</li> <li>• Conduct ongoing education and community outreach</li> </ul>

Protecting our most valuable resource, water



[www.newwater.us](http://www.newwater.us)

updated 2/2025

## Source Reduction Efforts

As a regulator of area industries through its Pretreatment Program, NEW Water values partnerships with area industries to implement cost-effective pollution prevention strategies. Currently, NEW Water is pursuing initiatives to identify and reduce discharges of PFAS at the source.

- a. **Surveys:** NEW Water has conducted surveys with area businesses and industries to assess where and what PFAS are used in NEW Water's service area. Surveys will be ongoing on an as-needed basis.
- b. **Product Substitution:** Partner with area industries to identify alternatives to PFAS-containing chemicals.
- c. **Industrial Pretreatment Systems:** NEW Water is partnering with industrial sources of PFAS in our service area to implement controls to reduce their PFAS discharge to the sewer.

## Training

NEW Water partnered with a consultant in 2023 to obtain proper training on the collection of PFAS samples, to ensure that collection processes will produce accurate and reliable data.

## Sample Collection

NEW Water began quarterly sampling at its two treatment facilities in the Spring of 2023. In 2024, sampling expanded, to include additional sources entering the NEW Water system, with sampling in its collections system as well as area industries. After a quality assurance / quality control review, an annual data summary is posted to the NEW Water website.

## Regulatory & Legislative Efforts

NEW Water continues to actively participate with clean water utility partners on state, regional, and national efforts in pursuit of equitable, cost-effective, and sustainable approaches to reduce PFAS.

## Community Outreach

Since 2019, NEW Water has been communicating about PFAS with many partners and audiences, including the WDNR, municipal and industrial customers, the NEW Manufacturing Alliance, the Greater Green Bay Chamber of Commerce, the media, and through NEW Water communication channels.

- a. NEW Water has developed and implemented a PFAS Communication Plan to outline ongoing communications with our partners and audiences.
- b. This PFAS Plan of Action serves as another communication tool to continue to inform partners and audiences about the steps NEW Water is taking to reduce or eliminate PFAS in the community.
- c. NEW Water's website will be updated on a regular basis with PFAS information.

### **Development of this Plan of Action includes research from the following:**

- *PFAS Strategic Roadmap: EPA's Commitments to Action 2021—2024*
- *Madison Metropolitan Sewerage District*
- *Wisconsin Department of Natural Resources*
- *National Association of Clean Water Agencies*
- *Water Research Foundation*
- *Water Environment Federation*

# Memorandum

TO: Commission  
FROM: Nathan Qualls  
DATE: June 16, 2026  
SUBJECT: Strategic Plan Update

---

## **Background**

Work on the 2027-2029 Strategic Plan has continued with the development of draft pillars, priorities, and objectives. Attached is a draft of high-level, outward-facing Strategic Plan content which includes NEW Water's Mission, Vision, Core Values, and draft Strategic Pillars and Priorities.

Important aspects of this update:

- Mission has been updated to communicate wastewater treatment services more directly
- Added a fifth Strategic Pillar focused on Financial Resiliency
- Updated priorities throughout the plan

Staff feel that the draft plan is responsive to the feedback received during the 'research phase' and appropriately prioritizes the organization's efforts.

Staff welcomes any feedback the Commission may have regarding the draft Strategic Plan.

Staff will incorporate feedback and continue refining the objective-level details necessary to create an actionable plan. The final Strategic Plan will be presented at a future Commission meeting for review and approval.

## **Recommendation**

This Commission item is informational only.

## **Commission Action**

No Commission action is required.

Attachment.

## VISION

Protecting our most valuable resource, water.

## MISSION

Provide cost-effective wastewater treatment solutions through community collaboration, operational innovations, and environmental stewardship.

## CORE VALUES

- **Safety** is our most important value.
- We **Respect** and value diverse individuals and perspectives.
- One **Team** that communicates openly and honestly while encouraging and supporting one another in achieving common goals.
- Leaders in the **Environment** always looking beyond compliance.

## STRATEGIC PILLARS & PRIORITIES

### Financial Resiliency

*Ensuring long-term financial sustainability and customer value.*

- Explore alternative revenue sources and cost savings.
- Optimize strategic financial planning tools, processes and capabilities.
- Enhance centralized business operations through efficient and cost-effective practices.

### Community Trust & Collaboration

*Building trust through transparent communication, meaningful engagement, and collaboration.*

- Increase public awareness and understanding of NEW Water's role and mission.
- Advance shared community priorities.
- Advocate on key industry and environmental issues.

### Operational Excellence & Service Reliability

*Driving operational excellence through capital efficiency, system reliability, and organizational resilience.*

- Optimize capital spending and project delivery to ensure adaptable, cost-effective infrastructure planning.
- Improve technology infrastructure and processes to support secure, efficient, and reliable operations.
- Strengthen operational resilience and process efficiency.

## **Compliance & Environmental Protection**

*Ensuring regulatory compliance and improving outcomes for the region's natural resources.*

- Lead and support the reduction of inflow and infiltration (I&I) in collaboration with municipalities.
- Sustain regulatory compliance and proactive permit management.
- . Identify and evaluate practical opportunities to reduce NEW Water's environmental impact.

## **Team**

*Attracting, developing, and retaining a high-performing workforce within a culture characterized by teamwork and empowerment.*

- Attract, develop, and retain a highly qualified, dedicated, and valued workforce.
- Cultivate a future-ready workforce.
- Enhance employee connection to NEW Water's Core Values.

# Memorandum

TO: Commission  
Nathan Qualls

FROM: Courtney Mueller

DATE: June 16, 2026

SUBJECT: 2026 May Financial Statements

---

Please find attached the Financial Statements for your review.

## **Operating Revenues**

- May's operating revenues were favorable to budget by \$145K or 3%
- Year to date, total operating revenues were favorable to budget by \$1.1M or 5%  
- Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS) loadings.

## **Operating Expenses**

- May's operating expenses were favorable to budget by \$331K or 12% from less expenditures than budgeted in contracted services, solid waste disposal, and salaries and benefits.
- Year to date, total operating expenses were favorable to budget by \$822K or 7% from less expenditures than budgeted in plant maintenance, solid waste disposal and salaries and benefits.

## **Net Income (Loss) (Operating Income adjusted by Non-Operating Revenue and Expenses)**

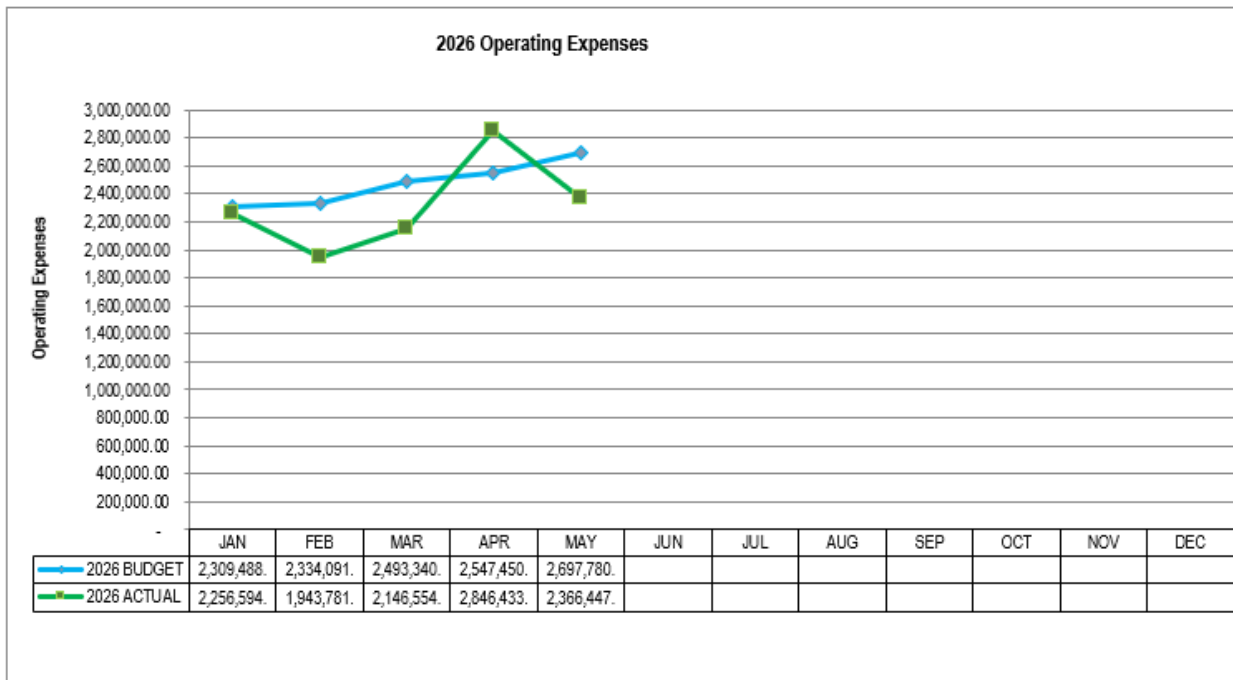
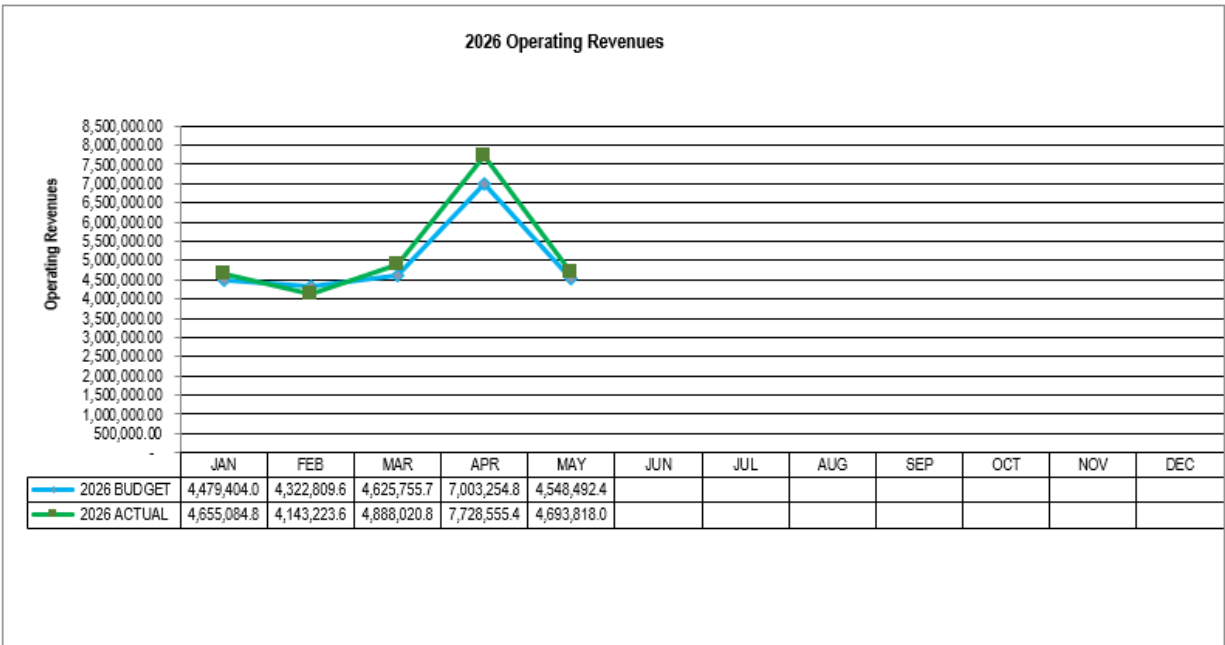
- Net Income for the month of May was \$1.0M.
- Net Income year to date was \$8.0M

## **Reporting and Information**

Following are the Operating Revenues and Expenses graphs; Income Statement, Statements of Net Position, and Legends are attached.

No Commission action is required.

## NEW Water



**NEW Water**  
**Green Bay Metropolitan Sewerage District**  
**INCOME STATEMENT**

	May-26			Year to Date			Actual 2025
	Budget 2026	Actual 2026	Budget vs. Actual Favorable/ (Unfavorable)	Budget 2026	Actual 2026	Budget vs. Actual Favorable/ (Unfavorable)	
<b>Operating Revenues</b>							
User Fees - Municipal Waste	\$ 4,189,438	\$ 4,261,765	\$ 72,327	\$ 20,830,779	21,758,683	\$ 927,904	\$19,594,395
User Fees - Mill Waste	255,020	274,111	19,092	\$ 3,556,662	\$ 3,579,835	23,173	3,174,282
Other Revenues	104,035	157,941	53,907	\$ 592,276	\$ 770,186	177,910	\$758,601
<b>Total Operating Revenues</b>	<b>\$ 4,548,492</b>	<b>\$ 4,693,818</b>	<b>\$ 145,326</b>	<b>\$ 24,979,717</b>	<b>\$ 26,108,703</b>	<b>\$ 1,128,986</b>	\$ 23,527,278
			3%			5%	
<b>Operating Expenses</b>							
Salaries	\$ 889,145	864,749	\$ 24,396	\$ 4,317,198	\$ 4,263,303	\$ 53,896	\$ 3,995,584
Benefits	283,979	271,429	12,550	\$ 1,459,834	\$ 1,385,710	74,124	1,271,020
Employee Development	21,882	9,380	12,501	\$ 114,280	\$ 49,496	64,784	49,294
Travel and Meetings	22,551	8,722	13,829	\$ 65,526	\$ 40,991	24,535	33,931
Power	202,082	192,620	9,462	\$ 990,208	\$ 1,003,070	( 12,862 )	928,076
Natural Gas & Fuel Oil	60,006	32,554	27,452	\$ 411,781	\$ 437,217	( 25,436 )	342,323
Chemicals	152,892	142,865	10,027	\$ 530,498	\$ 457,189	73,309	690,893
Maintenance - Plant	224,829	194,789	30,041	\$ 1,239,875	\$ 936,781	303,094	1,037,782
Maintenance - Interceptors	38,876	16,772	22,104	\$ 137,850	\$ 87,185	50,665	105,816
Contracted Services	578,457	492,206	86,251	\$ 1,962,293	\$ 1,937,940	24,353	1,299,160
Insurance	48,817	47,807	1,010	\$ 244,083	\$ 239,818	4,266	231,713
Solid Waste Disposal	74,922	4,443	70,479	\$ 163,889	\$ 26,010	137,879	123,054
Administrative and Information Technology	55,875	38,480	17,395	\$ 462,762	\$ 438,446	24,316	438,187
Supplementary Expenses (See Legend)	43,468	49,631	( 6,163 )	\$ 282,074	\$ 256,658	25,417	271,295
<b>Total Operating Expenses</b>	<b>\$ 2,697,781</b>	<b>\$ 2,366,448</b>	<b>\$ 331,333</b>	<b>\$ 12,382,151</b>	<b>\$ 11,559,812</b>	<b>\$ 822,340</b>	\$ 10,818,129
			12%			7%	
<b>Operating Income</b>	<b>\$ 1,850,712</b>	<b>\$ 2,327,370</b>	<b>\$ 476,658</b>	<b>\$ 12,597,565</b>	<b>\$ 14,548,891</b>	<b>\$ 1,951,326</b>	\$ 12,709,148
			26%			15%	
<b>Non-Operating Revenues and Expenses</b>							
Investment Income	\$ 190,000	\$ 245,662	\$ 55,662	\$ 950,000	\$ 1,377,403	\$ 427,403	\$ 1,295,098
Unrealized Gain/Loss on Investment	0	-	\$ -	\$ -	\$ -	\$ -	-
Amortization of Premium	0	-	\$ -	\$ -	\$ -	\$ -	-
Depreciation	\$ ( 1,195,675 )	\$ ( 1,195,675 )	\$ -	\$ ( 5,978,375 )	\$ ( 5,978,375 )	\$ -	( 5,659,155 )
Gain (Loss) on Disposal of Fixed Assets	0	-	\$ -	\$ -	\$ -	\$ -	-
Interest Expense	\$ ( 385,500 )	\$ ( 374,333 )	\$ 11,167	\$ ( 1,927,500 )	\$ ( 1,982,356 )	\$ ( 54,856 )	( 1,447,889 )
Misc Non-Operating Expenses	0	-	\$ -	\$ -	\$ -	\$ -	-
<b>Total Non-Operating Revenues and Expenses</b>	<b>\$ ( 1,391,175 )</b>	<b>\$ ( 1,324,346 )</b>	<b>\$ 66,829</b>	<b>\$ ( 6,955,875 )</b>	<b>\$ ( 6,583,328 )</b>	<b>\$ 372,547</b>	\$ ( 5,811,946 )
<b>Net Income (Loss)</b>	<b>\$ 459,537</b>	<b>\$ 1,003,024</b>	<b>\$ 543,488</b>	<b>\$ 5,641,690</b>	<b>\$ 7,965,563</b>	<b>\$ 2,323,872</b>	\$ 6,897,202

**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-May-26

**Assets**

<b>Current Assets</b>	
Cash and Investments	\$ 41,584,522.50
Receivables	
Sewage Treatment Service	7,208,841.31
Accrued Interest	585,579.90
Other	240,309.90
Inventories	3,479,789.00
Prepaid Expenses	441,051.18
Total Current Assets	<u>\$ 53,540,093.79</u>
<b>Restricted Assets</b>	
Cash and Investments	\$ 91,206,244.10
Accrued Interest Receivables	-
Interceptor Cost Recovery Receivable	845,449.43
Total Restricted Assets	<u>\$ 92,051,693.53</u>
<b>Deferred Outflows of Resources</b>	
Deferred Pension Resources	\$ 4,419,568.00
Deferred Life Insurance Resources	\$ 524,334.00
Deferred Loss on Bond Advance Refunding	\$ 1,659,675.80
Total Deferred outflows of Resources	<u>\$ 6,603,577.80</u>
<b>Capital Assets</b>	
Wastewater Treatment Facilities	\$ 378,857,254.25
Interceptor Sewers	112,200,966.16
Construction in Progress	68,150,523.14
Total Capital Assets	<u>\$ 559,208,743.55</u>
Less: Accum Depreciation and Amortization	<u>( 208,059,698.32 )</u>
Net Capital Assets	<u>\$ 351,149,045.23</u>
<b>Other Assets</b>	
Bond Issuance Costs	\$ -
Net Pension Asset	\$ -
Total Other Assets	<u>\$ -</u>
Total Assets	<u>\$ 503,344,410.35</u>

**Liabilities and Equity**

<b>Current Liabilities</b>	
Accounts Payable	\$ 7,041,808.58
Salaries Payable	231,389.73
Other Accrued Liabilities	128,068.64
Total Current Liabilities	<u>\$ 7,401,266.95</u>
<b>Liabilities Payable from Restricted Assets</b>	
Accounts Payable	\$ 3,059,482.95
Current Maturities of General Long-Term Debt	13,274,722.00
Interest Accrued	374,333.02
Total Liabilities Payable from Restricted Assets	<u>\$ 16,708,537.97</u>
<b>Long-Term Liabilities</b>	
General Long-Term Debt, Less Current Maturities	\$ 182,811,764.94
Debt Premium	\$ 658,809.84
Bond Premium	\$ -
Pension Liability	754,006.00
Compensated Absences	2,702,250.77
Other post employment benefits (life insurance)	1,538,143.00
Deferred Revenue	-
Total Long-Term Liabilities	<u>\$ 188,464,974.55</u>
Total Liabilities	<u>\$ 212,574,779.47</u>
<b>Deferred Inflows of Resources</b>	
Deferred Pension Obligations	\$ 2,206,243.00
Deferred Life Insurance Obligations	\$ 1,171,053.00
Total Deferred Inflows of Resources	<u>\$ 3,377,296.00</u>

**Net Position**

<b>Net Position</b>	
Invested in Capital Assets, net of Related Debt	\$ 156,063,424.25
Restricted for Equipment & Interceptor Replacement	29,800,933.34
Restricted for Plant Capital Replacement	39,696,291.23
Restricted for Debt Retirement	23,010,451.26
Restricted for Capital Projects	-
Restricted for Pension	-
Unrestricted	38,821,234.80
Total Net Position	<u>\$ 287,392,334.88</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**

---

##### Current Assets:

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.

##### Restricted Assets

##### 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: June 16, 2026

SUBJECT: May 2026 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 May.

Attached are graphs showing the rolling 12-month average 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 May.

On April 21, mercury emissions testing was performed on the Fluidized Bed Incinerator stack at the Green Bay Facility. The permit-required testing was completed after NEW Water replaced the media in the granulated activated carbon adsorber, which is the air pollution control device used for mercury removal.

The final report was received on May 28. Results confirmed that mercury emissions were well below the applicable permit limits. The tested emission rate was a very small fraction of the permitted daily limit, and the tested concentration was also below the allowable limit. These results confirm that the mercury control system and Fluidized Bed Incinerator were operating in compliance with the air permit.

## **Resource Recovery**

For the month, the solids processing facility generated 1,465 MWH of electricity. A total of 186,837 CCF of biogas was recovered, representing almost 90% of the total volume produced. The remaining volume was sent through the waste gas flare. NEW Water received 919,055 gallons of high-strength waste.

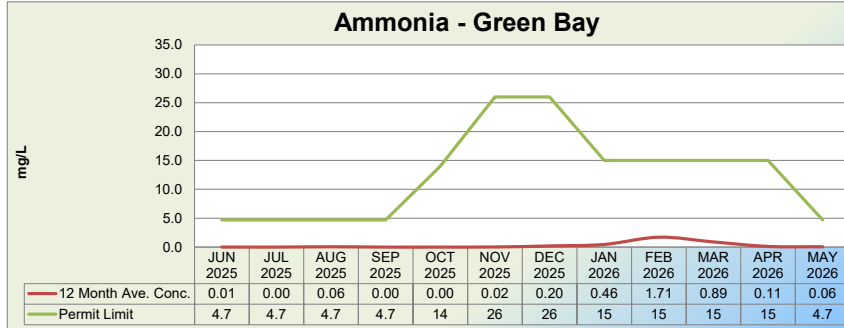
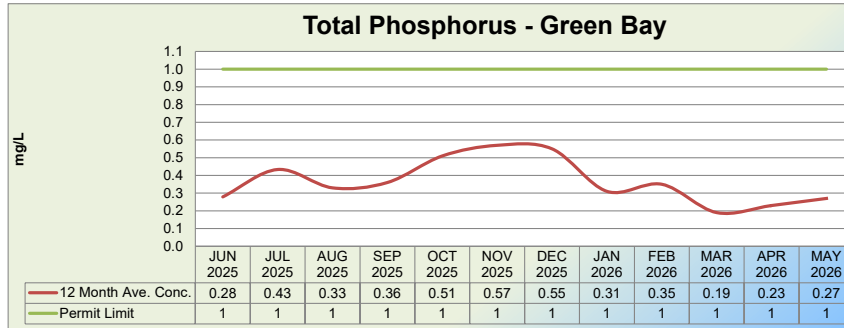
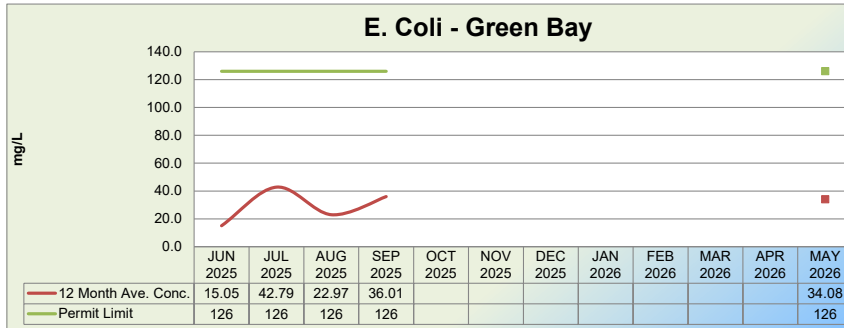
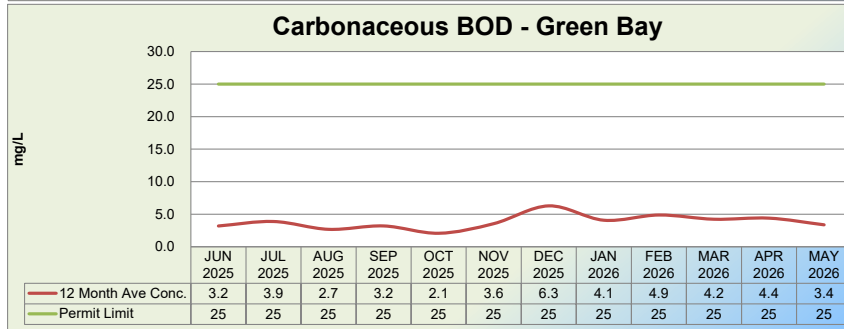
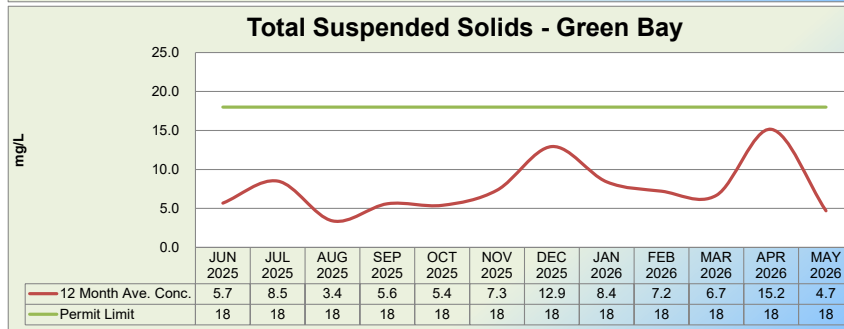
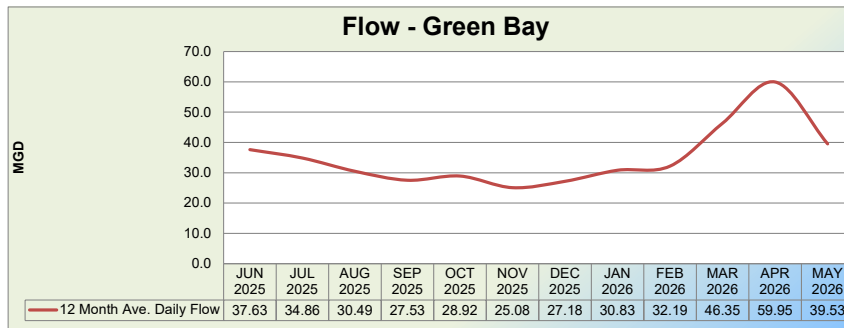
Attachments



EFFLUENT QUALITY - CURRENT YEAR 2026 NEW Water (GBMSD) - GREEN BAY FACILITY													May - October Avg = 0.6 mg/L			Ammonia Limits							
Permit Limits:													November - April Avg = 0.6 mg/L			Jan-Apr. Monthly Avg = 15 mg/L Weekly Avg = 59 mg/L May-Sept Monthly Avg = 4.7 mg/L Weekly Avg = 13 mg/L October Monthly Avg = 14 mg/L Weekly Avg = 38 mg/L Nov-Dec Monthly Avg. = 26 mg/L Weekly Avg = 104 mg/L							
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	955.695	30.83	8.4	2,161	66,996	11.3	2,924	90,642	4.1	1,050	32,541			0.31	79		2,434	0.46	140	4,340	2.35	619	19,198
FEB	901.221	32.19	7.2	1,956	54,770	13.3	3,686	103,195	4.9	1,329	37,221			0.35	91		2,541	1.71	537	15,044	3.83	1,097	30,706
MAR	1,436.822	46.35	6.7	2,605	80,764	10.7	4,232	131,193	4.2	1,664	51,573			0.19	70		2,176	0.89	378	11,733	2.72	1,079	33,452
APR	1,798.513	59.95	15.2	11,918	357,553	11.3	7,417	222,510	4.4	4,106	94,439			0.23	154	0.37	4,631	0.11	56	1,693	2.34	1,489	44,671
MAY	1,225.429	39.53	4.7	1,554	48,167	7.2	2,385	73,943	3.4	1,117	34,637	34.08	0.00	0.27	88		2,718	0.06	23	683	1.87	616	19,098
JUN																							
JUL																							
AUG																							
SEP																							
OCT																							
NOV																							
DEC																							
Average	1,263.536	41.77	8.4	4,039	121,650	10.8	4,129	124,297	4.2	1,853	50,082			0.27	96		2,900	0.65	227	6,699	2.62	980	29,425
Total	6,317,680				608,250			621,484			250,412						14,500			33,493			147,125
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 May 2026

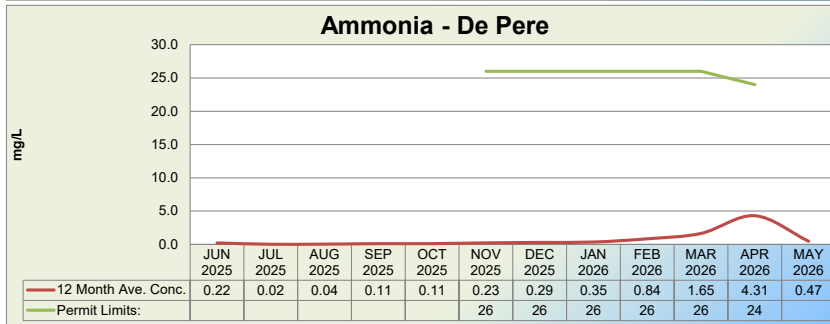
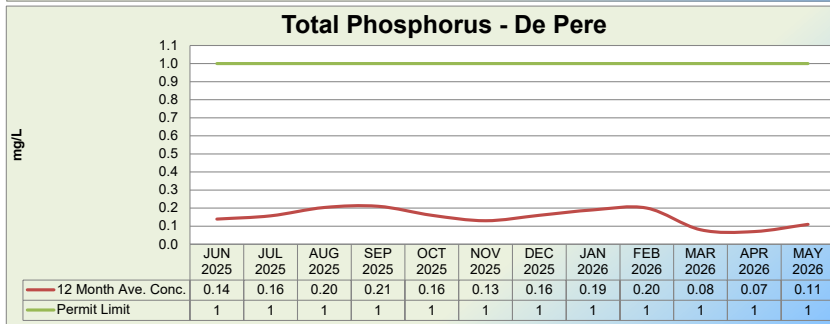
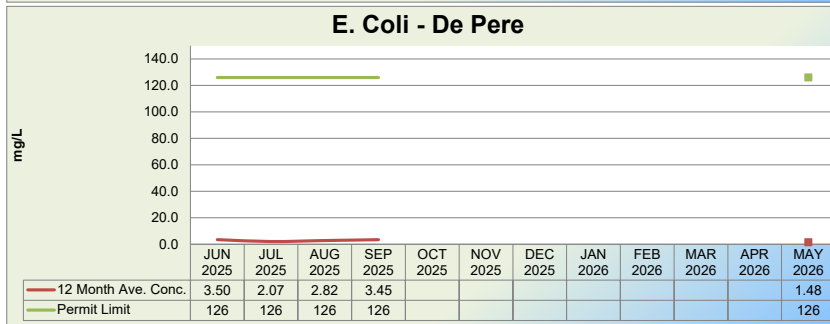
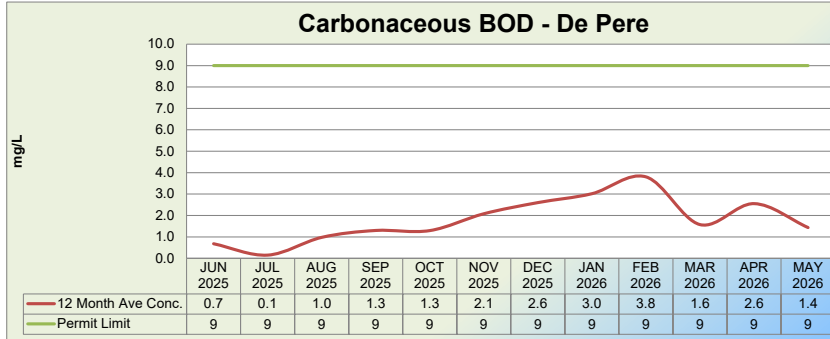
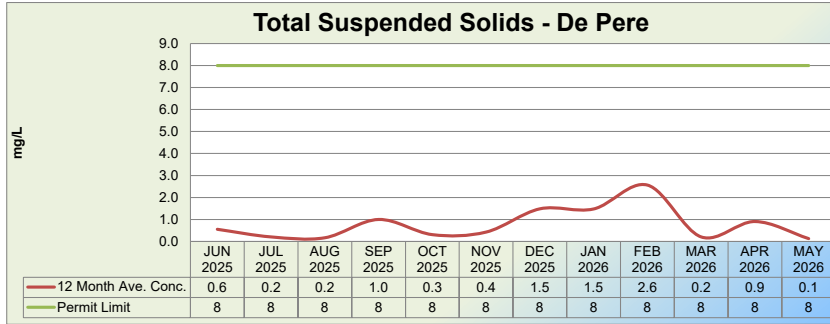
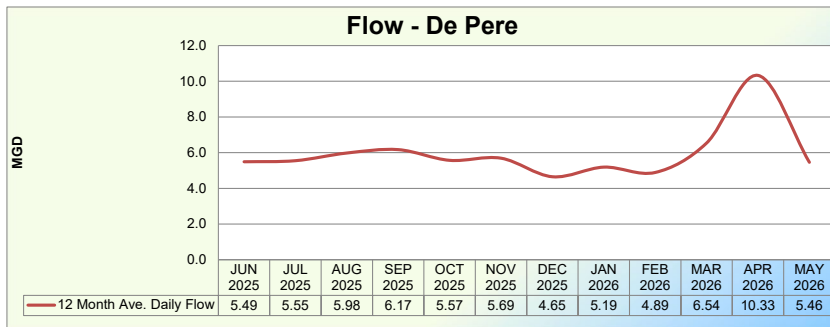
EFFLUENT QUALITY - CURRENT YEAR 2025 NEW Water (GBMSD) - GREEN BAY FACILITY													May - October Avg = 0.6 mg/L			Ammonia Limits							
Permit Limits:													November - April Avg = 0.6 mg/L			Jan-Apr. Monthly Avg = 15 mg/L Weekly Avg = 59 mg/L May-Sept Monthly Avg = 4.7 mg/L Weekly Avg = 13 mg/L October Monthly Avg = 14 mg/L Weekly Avg = 38 mg/L Nov-Dec Monthly Avg. = 26 mg/L Weekly Avg = 104 mg/L							
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	825.967	27.53	5.6	1,282	38,467	5.5	1,274	38,207	3.2	734	22,032	36.01	0.00	0.36	82		2,460	0.00	0	0	2.09	479	14,375
OCT	896.531	28.92	5.4	1,298	40,237	6.6	1,601	49,641	2.1	500	15,496			0.51	120	0.36	3,707	0.00	0	0	2.10	505	15,655
NOV	752.402	25.08	7.3	1,536	46,072	8.6	1,803	54,087	3.6	742	22,247			0.57	119		3,575	0.02	4	134	2.28	476	14,289
DEC	842.682	27.18	12.9	2,946	91,323	13.3	3,023	93,719	6.3	1,429	44,288			0.55	125		3,875	0.20	47	1,466	3.08	700	21,692
Average	993.381	32.62	6.6	1,779	54,205	8.2	2,287	69,677	3.6	984	29,569			0.38	99		3,024	0.60	220	6,754	2.65	767	23,403
Total	11,920,570				650,460			836,120			354,828						36,284			81,053			280,834
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 2026 NEW WATER (GBMSD) - DE PERE FACILITY													May - October Avg. = 0.6 mg/L				Ammonia Limits																														
													November - April Avg. = 0.6 mg/L				Jan-Mar. Monthly Avg = 26 mg/L Daily Max = 26 mg/L																														
Permit Limits:													8.0 mg/L				N/A				9.0 mg/L				126# / > 410#/100 ml				1.0 mg/L				0.6 mg/L per Six Months					May-Oct Monitor only					Nov-Dec. Monthly Avg. = 26 mg/L Daily Max = 26 mg/L				
	FLOW		TSS			T-BOD			C-BOD			E. Coli		T. PHOSPHORUS (LL)				AMMONIA			TKN																										
MONTH	Million Gallons	MGD	Ave mg/L	Ave #/Day	Total #/Month	Ave mg/L	Ave #/Day	Total #/Month	Ave mg/L	Ave #/Day	Total #/Month	Monthly Geo Mean	% Exceedance	Ave mg/L	Ave #/Day	Ave mg/l 6 Months	Total #/Month	Ave mg/L	Ave #/Day	Total #/Month	Ave mg/L	Ave #/Day	Total #/Month																								
JAN	160.943	5.19	1.5	66	2,053	3.9	172	5,322	3.0	132	4,079			0.19	8		258	0.35	15	466	2.61	113	3,492																								
FEB	137.030	4.89	2.6	105	2,945	6.1	246	6,883	3.8	153	4,291			0.20	8		230	0.84	35	972	3.12	127	3,550																								
MAR	202.629	6.54	0.2	11	355	4.8	264	8,194	1.6	95	2,950			0.08	4		137	1.65	90	2,799	3.15	171	5,311																								
APR	309.887	10.33	0.9	114	3,433	5.8	477	14,306	2.6	234	7,024			0.07	6	0.14	184	4.31	312	9,369	5.42	401	12,021																								
MAY	169.360	5.46	0.1	6	186	3.7	170	5,285	1.4	66	2,059	1.48	0.00	0.11	5		150	0.47	21	654	2.02	92	2,855																								
JUN																																															
JUL																																															
AUG																																															
SEP																																															
OCT																																															
NOV																																															
DEC																																															
Average	195.970	6.48	1.1	60	1,794	4.9	266	7,998	2.5	136	4,080			0.13	6		192	1.52	95	2,852	3.27	181	5,446																								
Total	979.848				8,971			39,991			20,402						959			14,260			27,230																								
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 May 2026

EFFLUENT QUALITY - CURRENT YEAR 2025 NEW WATER (GBMSD) - DE PERE FACILITY													May - October Avg. = 0.6 mg/L				Ammonia Limits																														
													November - April Avg. = 0.6 mg/L				Jan-Mar. Monthly Avg = 26 mg/L Daily Max = 26 mg/L																														
Permit Limits:													8.0 mg/L				N/A				9.0 mg/L				126# / > 410#/100 ml				1.0 mg/L				0.6 mg/L per Six Months					May-Oct Monitor only					Nov-Dec. Monthly Avg. = 26 mg/L Daily Max = 26 mg/L				
	FLOW		TSS			T-BOD			C-BOD			E. Coli		T. PHOSPHORUS (LL)				AMMONIA			TKN																										
MONTH	Million Gallons	MGD	Ave mg/L	Ave #/Day	Total #/Month	Ave mg/L	Ave #/Day	Total #/Month	Ave mg/L	Ave #/Day	Total #/Month	Monthly Geo Mean	% Exceedance	Ave mg/L	Ave #/Day	Ave mg/l 6 Months	Total #/Month	Ave mg/L	Ave #/Day	Total #/Month	Ave mg/L	Ave #/Day	Total #/Month																								
JAN	140.008	4.52	0.9	37	1,116	2.8	106	3,285	2.4	90	2,797			0.14	5		162	0.23	8	251	1.88	70	2,173																								
FEB	127.960	4.57	0.2	6	164	3.4	131	3,669	2.4	91	2,556			0.08	3		87	1.26	53	1,480	3.01	119	3,334																								
MAR	209.073	6.74	0.6	40	1,248	5.2	303	9,390	2.9	168	5,196			0.07	4		119	3.52	219	6,781	5.02	301	9,322																								
APR	200.464	6.68	0.0	0	0	5.0	276	8,275	1.8	103	3,090			0.07	4	0.11	111	4.24	237	7,123	5.44	304	9,105																								
MAY	187.535	6.05	0.1	6	193	2.3	119	3,698	0.9	47	1,469	1.00	0.00	0.09	5		143	0.32	18	568	1.80	92	2,845																								
JUN	164.744	5.49	0.6	25	745	2.6	119	3,573	0.7	30	908	3.50	0.00	0.14	6		190	0.22	10	297	1.73	79	2,360																								
JUL	171.948	5.55	0.2	9	277	0.9	44	1,312	0.1	7	221	2.07	0.00	0.16	7		226	0.02	1	26	1.56	72	2,230																								
AUG	185.432	5.98	0.2	8	246	1.9	99	3,068	1.0	53	1,642	2.82	0.00	0.20	10		311	0.04	2	61	1.99	101	3,117																								
SEP	185.139	6.17	1.0	46	1,388	2.4	124	3,732	1.3	65	1,948	3.45	3.33	0.21	11		323	0.11	5	157	1.79	90	2,708																								
OCT	172.702	5.57	0.3	11	330	2.8	127	3,941	1.3	59	1,817			0.16	7	0.16	226	0.11	5	165	1.72	80	2,471																								
NOV	170.840	5.69	0.4	21	642	3.5	164	4,917	2.1	98	2,940			0.13	6		185	0.23	11	325	1.84	86	2,593																								
DEC	144.287	4.65	1.5	60	1,807	3.9	154	4,762	2.6	102	3,164			0.16	6		189	0.29	11	353	2.31	90	2,796																								
Average	171.678	5.64	0.5	22	680	3.1	147	4,468	1.6	76	2,312			0.13	6		189	0.88	48	1,466	2.51	124	3,755																								
Total	2,060.132				8,156			53,622			27,749						2,273			17,587			45,055																								
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 2026  
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	229,734	211,750	92.2	17,984	7.8	3,445	1,994	57.9	1,451	42.1	179,163	22,800	12.7	150,232	83.9	0	0.0	6,131	3.4
February	217,630	199,058	91.5	18,572	8.5	3,147	1,829	58.1	1,318	41.9	135,915	21,090	15.5	110,033	81.0	2,431	1.8	2,361	1.7
March	201,887	194,010	96.1	7,877	3.9	3,530	2,083	59.0	1,447	41.0	128,283	24,440	19.1	100,981	78.7	2	0.0	2,860	2.2
April	251,634	221,232	87.9	30,402	12.1	3,712	2,279	61.4	1,432	38.6	119,044	29,800	25.0	84,746	71.2	3	0.0	4,495	3.8
May	207,763	186,837	89.9	20,926	10.1	3,388	1,924	56.8	1,465	43.2	61,645	18,030	29.2	35,030	56.8	2,607	4.2	5,978	9.7
June																			
July																			
August																			
September																			
October																			
November																			
December																			

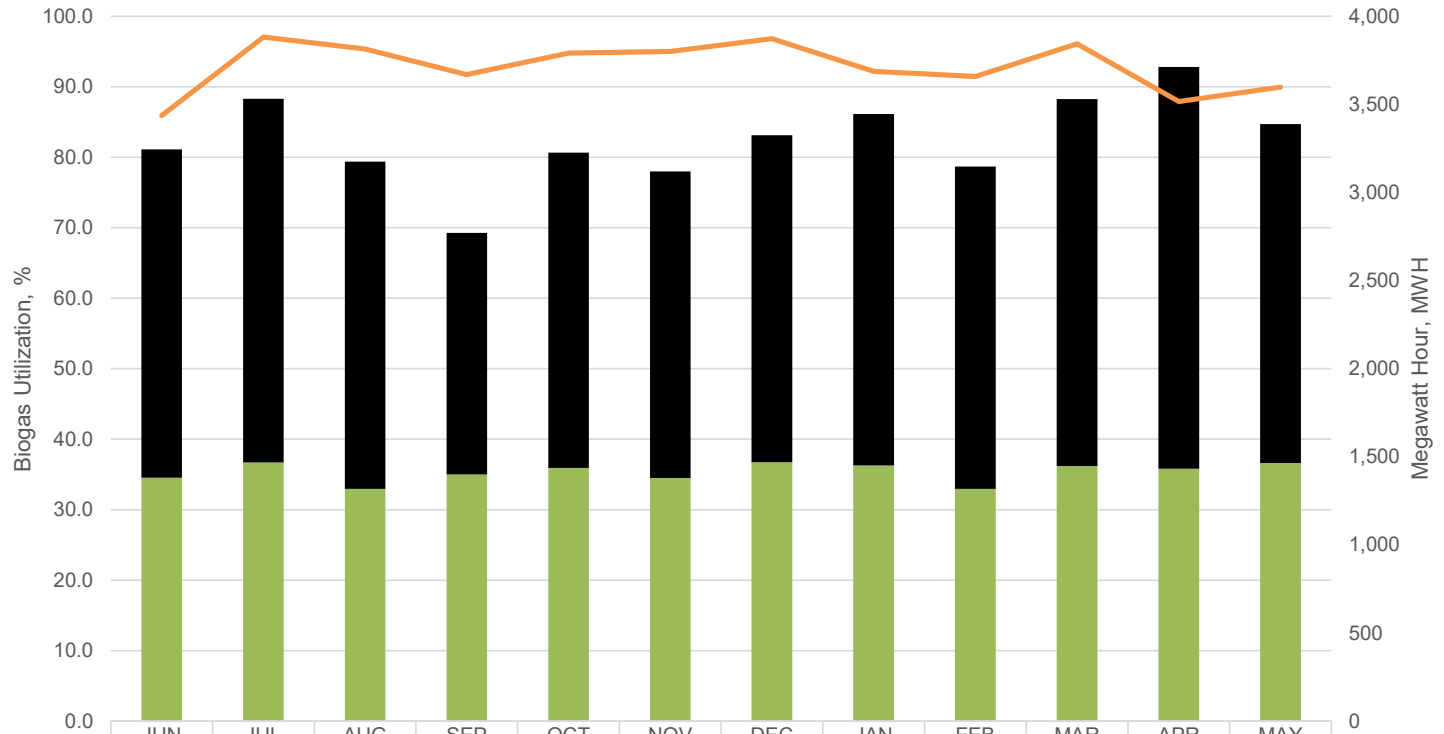
	Co-Generation Unit #3 (P-21)						Co-Generation Unit #4 (P-22)						High Strength Waste Received						
	Monthly Run Time (hours)	Total Energy Generated (MWH)	Gas Consumption				Monthly Run Time (hours)	Total Energy Generated (MWH)	Gas Consumption										
			Bio-gas		Natural Gas				Bio-gas		Natural Gas								
			Total (CCF)	% of Total	Total (CCF)	% of Total			Total (CCF)	% of Total	Total (CCF)	% of Total							
January	250	483	68,343	99.1	67,761	99.1	582	0.9	501	968	149,537	99.1	143,988	99.1	5,549	3.7	1,023,802		
February	136	264	46,168	98.7	45,583	98.7	585	1.3	541	1,054	155,251	99.1	153,475	99.1	1,776	1.1	907,767		
March	743	1,447	196,870	98.5	194,010	98.5	2,860	1.5	0	0	0	0.0	0	0.0	0	0.0	1,048,267		
April	704	1,371	218,511	99.2	216,716	99.2	1,794	0.8	32	61	7,217	99.2	4,516	62.6	2,701	37.4	991,939		
May	446	861	99,800	96.6	96,419	96.6	3,381	3.4	310	604	93,015	96.6	90,419	97.2	2,597	2.8	919,055		
June																			
July																			
August																			
September																			
October																			
November																			
December																			

**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	192,466	176,511	91.7	15,955	8.3	2,771	1,371	49.5	1,400	50.5	27,922	8,485	30.4	0	0.0	76	0.3	19,361	69.3
October	219,393	207,934	94.8	11,459	5.2	3,226	1,789	55.4	1,437	44.6	73,287	27,798	37.9	35,571	48.5	0	0.0	9,918	13.5
November	223,302	212,132	95.0	11,170	5.0	3,119	1,739	55.8	1,380	44.2	110,350	25,090	22.7	78,561	71.2	0	0.0	6,699	6.1
December	214,701	207,889	96.8	6,813	3.2	3,324	1,854	55.8	1,470	44.2	173,574	27,590	15.9	131,518	75.8	50	0.0	14,416	8.3

	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	155,523	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	82,369	93.8	5,479	6.2	340	644	86,419	93.8	1,197	1.4	731,616	0	
March	734	1,429	206,127	96.3	198,499	96.3	7,629	3.7	10	19	2,493	2.230	89.5	263	10.5	976,123	0
April	284	551	76,035	94.6	71,913	94.6	4,122	5.4	433	843	117,113	94.6	2,269	1.9	1,143,339	0	
May	178	345	47,998	97.4	46,742	97.4	1,256	2.6	571	1,113	160,284	97.4	2,369	1.5	1,111,240	0	
June	292	573	77,317	94.4	73,007	94.4	4,310	5.6	416	808	118,206	94.4	4,539	3.8	689,151	0	
July	246	476	63,215	94.8	53,637	94.8	9,578	15.2	510	993	133,419	94.8	15,727	11.8	637,354	0	
August	688	134	182,121	94.4	153,642	94.4	28,479	15.6	61	1,184	16,948	94.4	1,351	8.0	629,323	0	
September	717	1,396	195,287	90.2	176,068	90.2	19,218	9.8	2	4	586	44.3	75.6	14.3	656,955	0	
October	8	2	2,282	80.7	1,842	80.7	440	19.3	737	1,436	215,570	80.7	9,478	4.4	800,211	0	
November	0	0	0	0	0	0	0	0	712	1,380	218,831	0	6,699	3.1	684,813	0	
December	37	66	9,101	80.6	7,333	80.6	1,768	19.4	721	1,404	213,203	80.6	12,647	5.9	860,715	0	

### GBF Energy Utilization - R2E2



<span style="display: inline-block; width: 15px; height: 10px; background-color: black; margin-right: 5px;"></span> Purchased Electricity, MWH	1,864	2,063	1,858	1,371	1,789	1,739	1,854	1,994	1,829	2,083	2,279	1,924
<span style="display: inline-block; width: 15px; height: 10px; background-color: #92d050; margin-right: 5px;"></span> Generated Electricity, MWH	1,381	1,469	1,318	1,400	1,437	1,380	1,470	1,451	1,318	1,447	1,432	1,465
<span style="display: inline-block; width: 15px; border-bottom: 2px solid orange; margin-right: 5px;"></span> Biogas Utilized, %	85.9	97.0	95.3	91.7	94.8	95.0	96.8	92.2	91.5	96.1	87.9	89.9

# Memorandum

TO: Commissioners

FROM: Nate Qualls

DATE: June 24, 2026

SUBJECT: Executive Director's Report

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- a) **July Commission Meeting.** The July Commission meeting will be held on Wednesday, July 29, 2026, beginning at 8:30 a.m. This meeting will be hybrid, held in person in the Solids Building 310 Conference room and via Zoom videoconference. Please note that this meeting will be held on the 5<sup>th</sup> Wednesday of the month due to the NACWA Leadership Conference.
- b) **NEW Water selected for the 2026 George W. Burke Jr. Facility Safety Award.** NEW Water was selected by the Water Environment Federation (WEF) to receive the 2026 George W. Burke, Jr. Facility Safety Award at the Central States Water Environment Association Annual Meeting on May 20<sup>th</sup>. This award, established in 1983, is given to municipal and industrial wastewater treatment facilities that have demonstrated an active and effective safety program. This award recognizes wastewater treatment facilities based on the documented and illustrated safety program and safety record of the facility for the preceding calendar year.

This is the third time NEW Water has received the award. The recognition reflects the efforts of every employee and the organization's continued commitment to maintaining a safe workplace for all staff and visitors.

- c) **NEW Water earns Gus H. Radenbaugh Award.** In collaboration with Black & Veatch and Enviromix, NEW Water was recently honored with the Gus H. Radenbaugh award for the best technical paper presented at the CSWEA annual meeting in Saint Paul, Minnesota. The paper highlights NEW Water's innovative pilot project on low dissolved oxygen operation within the secondary treatment process. By sharing critical technical insights, this research helps advance the entire field of wastewater treatment. Congratulations to the research team for this well-deserved recognition of their outstanding work!
- d) **NACWA Peak Performance Award.** The National Association of Clean Water Agencies (NACWA) has recognized NEW Water for achieving 100% permit compliance at the Platinum level for 23 years at the Green Bay Facility. We are proud of our talented and committed staff, who work each day to protect public health and Wisconsin waterways.



e) **2025 Annual Report.** NEW Water's Annual Report for 2025 is now available for viewing here: <https://www.newwater.us/annual-report>