



AGENDA OF THE WATER COMMISSION

MONDAY, AUGUST 11, 2025, 8:30 AM

In person at the Green Bay Water Utility.

631 S Adams St

Virtual attendance is also available via Zoom.

A. Zoom Meeting Information.

1. Join Zoom Meeting Online:

<https://zoom.us/j/98284055918?pwd=eHBxaWkvNlJ2a3N0RERUWkRsNjVkUT09>

Or call in by phone: +1 312 626 6799

Meeting ID: 982 8405 5918

Passcode: 385002

If you wish to speak at this public meeting or leave a comment, please fill out the online [Comment Form](#) prior to the meeting. More detailed [Zoom Instructions](#) can be found online.

B. Roll Call.

1. Members: John Heugel, Jamie Wall, Jacque Boyle, Thomas Karman, Allen Farvour, Lynn Gerlach, William Morgan, John Luczaj

C. Approval of the Agenda.

1. Approval of the agenda for the Monday, August 11, 2025, meeting of the Water Utility Commission.

D. Approval of Minutes.

1. Approval of the minutes from the July 14, 2025 meeting.

E. Regular Business.

1. Approval of the Water Service Agreement By and Between the City of Green Bay, the Village of Hobart and the Village of Pulaski.
2. June 2025 Financial Report

F. Informational.

- I. General Manager Update

G. Adjournment.

- I. Adjournment of the Monday, August 11, 2025, meeting of the Water Utility Commission.

- 1) **ACCESSIBILITY:** Any person wishing to attend who requires special accommodation because of a disability, should contact the City Safety Manager at 920-448-3125 at least 48 hours before the scheduled meeting time so that arrangements can be made.
- 2) **QUORUM:** Please take notice that a majority or quorum of the Common Council may attend this Water Commission meeting and will constitute a meeting of the Common Council for purposes of discussion and information gathering relative to this agenda.
- 3) **REPRESENTATION:** The party requesting the communication, or their representative, should be present at this meeting.



MINUTES OF THE WATER COMMISSION

MONDAY, JULY 14, 2025, 8:30 AM

In person at the Green Bay Water Utility.

631 S Adams St

Virtual attendance is also available via Zoom.

A. ZOOM MEETING INFORMATION.

- I. Join Zoom Meeting Online:

<https://zoom.us/j/98284055918?pwd=eHBxaWkvNlJ2a3N0RERUWkRsNjVkUT09>

Or call in by phone: +1 312 626 6799

Meeting ID: 982 8405 5918

Passcode: 385002

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B. ROLL CALL.

- I. Members: John Heugel, Jamie Wall, Jacque Boyle, Thomas Karman, Allen Farvour, Lynn Gerlach, William Morgan, John Luczaj

On Monday, July 14, 2025, the Water Commission met in person and virtually via Zoom. President Heugel called the meeting to order at 8:30 a.m. Recording Secretary Beilke called the roll. Five voting commission members: President John Heugel (In Person), Vice President Jamie Wall (In Person), Al Farvour (Virtually via Zoom), Lynn Gerlach (In Person) and John Luczaj (In Person).

Also present: Alder Bill Morgan (In Person, non-voting), Council Representative to the Water Commission, Attorney William Vande Castle (Virtually via Zoom), and Bradley Viegut from Baird & Co, Inc.

Staff present: Brian Powell, Doug Martin, Stephanie Rogers, Andrea Hay, Russ Hardwick, Kristin Romanowicz, Sam Miesbauer, Jon Peters, and Hailey Heath.

C. APPROVAL OF THE AGENDA.

1. Approval of the agenda for the Monday, July 14, 2025, meeting of the Water Utility Commission.

Moved by Jamie Wall, seconded by Lynn Gerlach to approve the agenda. Voice vote being had, the motion passed unanimously.

D. APPROVAL OF MINUTES.

1. Approval of the minutes from the June 23, 2025 meeting.

Moved by Jamie Wall, seconded by Lynn Gerlach to approve the minutes. Voice vote being had, the motion passed unanimously.

E. REGULAR BUSINESS.

1. Introduction to new employee, Sam Miesbauer, Filter Plant Technician.

The Water Commission members welcomed Sam Miesbauer to the Green Bay Water Utility.

2. Approval of Resolution Relating to the Issuance of Water System Revenue Bonds. Presentation by Bradley Viegut of Robert W. Baird & Co, Inc.

Moved by Lynn Gerlach, seconded by Allen Farvour to approve and recommend that the Green Bay Common Council adopt the resolution authorizing and providing for the issuance and establishing the parameters for the sale of not to exceed \$20,000,000 Water System Revenue Bonds, Series 2025, and all related details. Voice vote being had, the motion passed unanimously.

F. INFORMATIONAL.

1. General Manager Update.

General Manager Brian Powell provided the commission with updates on the following initiatives within our organization:

1. Village Pulaski Update
2. Additional Generation at Lake Station Project Update
3. South Intake Update
4. Police Vehicle Storage at Filter Plant
5. Workforce Report
 - a. Safety Coordinator

G. ADJOURNMENT.

- I. Adjournment of the Monday, July 14, 2025, meeting of the Water Utility Commission.

Moved by John Luczaj, seconded by Jamie Wall to adjourn. Voice vote being had, the motion passed unanimously.

WHOLESALE WATER SERVICE AGREEMENT

**BY AND BETWEEN
THE CITY OF GREEN BAY,
THE VILLAGE OF HOBART
AND
THE VILLAGE OF PULASKI**

**ATTORNEY WORK PRODUCT
FOR DISCUSSION PURPOSES ONLY!**

Dated:

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ATTACHMENT “A”

WHOLESALE WATER SERVICE AGREEMENT

BY, BETWEEN AND AMONG THE CITY OF GREEN BAY, THE VILLAGE OF HOBART AND THE VILLAGE OF PULASKI

THIS WHOLESALE WATER SERVICE AGREEMENT is made and entered into this _____ day of _____, 20___, by, between and among the CITY OF GREEN BAY, WISCONSIN (“Green Bay”), a local governmental unit and political subdivision and body public and corporate of the State of Wisconsin, the GREEN BAY WATER UTILITY; the VILLAGE OF HOBART, WISCONSIN a local governmental unit and political subdivision and body public and corporate of the State of Wisconsin (“Hobart”); and, the VILLAGE OF PULASKI, WISCONSIN (“Pulaski”), a local governmental unit and political subdivision and body public and corporate of the State of Wisconsin.

WHEREAS, Green Bay is the owner of a municipal waterworks system that treats Lake Michigan water for distribution to its retail customers within the Green Bay City limits; and

WHEREAS, Hobart is the owner of a municipal waterworks system that is a wholesale customer of the Green Bay Water Utility; and

WHEREAS, Pulaski is the owner of a municipal waterworks system that uses water withdrawn from its municipal wells for distribution to its retail customers; and

WHEREAS, Pulaski desires to purchase water from Green Bay at wholesale to satisfy the potable water needs of its customers and to meet safe drinking water standards on a long-term basis; and

WHEREAS, Green Bay, through the Green Bay Water Utility, has the capability to provide potable water to Pulaski through an interconnection with Hobart; and

WHEREAS, Green Bay is willing to sell potable water to Pulaski through the Green Bay Water Utility at wholesale subject to the terms and conditions set forth herein below; and

WHEREAS, Hobart is willing to transport potable water from Green Bay through its waterworks system for delivery to Pulaski subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements contained herein, the parties agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 DEFINITIONS. The following words and phrases shall have the following meanings when used in this Contract, unless the context clearly indicates a different meaning is intended.

(a) **“Agreement”** shall mean this Wholesale Water Purchase Agreement, including all attachments hereto, and any amendments that may be made from time to time by a written instrument executed by both Parties.

(b) **“Associated Party”** shall mean any officer, elected or appointed official, director, trustee, fiduciary, employee, agent, affiliate, representative, contractor or subcontractor of Green Bay, Hobart or Pulaski.

(c) **“Capital Project”** shall mean any acquisition, construction and/or installation of the projects listed in ATTACHMENT “A”, including all future improvements or extensions, acquisition, construction, repair or replacement thereof, related to the Green Bay Waterworks System and expected to be necessary from time to time for the Green Bay Water Utility to deliver Potable Water to Pulaski as contemplated by this Agreement from the date service commences hereunder through December 31, 2045.

(d) **“Capital Project Costs”** shall mean, with respect to a Capital Project, all costs of the Capital Project that will be incurred prior to January 1, 2046, including, but not limited to, costs of the acquisition of necessary lands, easements, and rights-of-way over lands and waters; costs incurred with respect to the acquisition, installation, erection, construction, rehabilitation, repair, replacement, retirement or decommissioning of facilities; financing costs, including principal and interest payments on any bonds, notes or other evidences of indebtedness issued by Green Bay or the Green Bay Water Utility from time to time; and the costs; and costs of obtaining all necessary Governmental Authority approvals.

(e) **“DNR”** means the Department of Natural Resources of the State of Wisconsin.

(f) **“Fiscal Year”** shall mean the fiscal year of Green Bay Water Utility, which runs from January 1 through December 31.

(g) **“Force Majeure”** shall mean acts of God; strikes, lockouts, or other industrial disturbances; acts of a public enemy; orders of any kind issued by a Governmental Authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraints of government and people; civil disturbances; failure of facilities or equipment; environmental events impacting utility operations; and the orders or applicable regulations of a Governmental Authority, any other event or circumstance beyond the reasonable control of, and without the fault or negligence of, the Party claiming Force Majeure. With respect to Green Bay and the Green Bay Water Utility, Force Majeure shall include an unexpected loss or curtailment of its Lake Michigan water supply due to unexpected withdrawal limitations or other legal constraints. Force Majeure does not include lack of profitability or other financial considerations that would affect a Party’s ability to pay for services provided hereunder.

(h) **“Future Capital Project”** shall mean any acquisition, construction and/or installation of facilities, including all future improvements or extensions, acquisition, construction, repair or replacement thereof, related to the Green Bay Waterworks System and necessary for the Green Bay Water Utility to deliver Potable Water to the Village pursuant to this Agreement on or after December 31, 2045.

(i) **“Future Capital Project Costs”** shall mean, with respect to a Future Capital Project, all costs of the Future Capital Project, that will be incurred after December 31, 2045, including, but not limited to, costs of the acquisition of necessary lands, easements, and rights-of-way over lands and waters; costs incurred with respect to the acquisition, installation, erection, construction, rehabilitation, repair, replacement, retirement or decommissioning of facilities; costs of investigating, studying, planning, engineering, and designing of facilities; financing costs, including principal and interest payments on any bonds, notes or other evidences of indebtedness issued by Green Bay or the Green Bay Water Utility from time to time; and costs of obtaining all necessary Governmental Authority approvals.

(j) **“Governmental Authority”** shall mean any state or federal court, administrative or regulatory agency or commission, or other governmental entity or instrumentality, or any department thereof, having jurisdiction or authority over all or any part of the subject matter of this Contract. “Governmental Authority” does not include either of the Parties.

(k) **“Green Bay”** shall mean the City of Green Bay, Wisconsin.

(l) **“Green Bay Customer”** shall mean all Green Bay Retail Customers and all Green Bay Wholesale Customers, including the Town of Scott, the Village of Ashwaubenon, the Village of Hobart and the Village of Wrightstown.

(m) **“Green Bay Retail Customer”** shall mean any person or entity to which the Green Bay Water Utility sells Potable Water at retail, at any time during the term of this Agreement.

(n) **“Green Bay Water Utility”** shall mean the City of Green Bay’s municipal water utility, a departmental unit of the City of Green Bay managed by the Green Bay Water Commission pursuant to Sec. 66.0805, Wis. Stats., which treats and provides Potable Water for sale and distribution to its retail customers within the corporate municipal boundaries of the City of Green Bay limits and such wholesale customers as it is under contract to provide such service.

(o) **“Green Bay Waterworks System”** shall mean all of the Green Bay Water Utility facilities, including land, easements, rights-of-way over lands and waters, pumping, storage and other facilities, the Green Bay Water Utility wells, mains and pipelines now or in the future acquired by lease, contract, purchase or otherwise or constructed by the Green Bay Water Utility and used for the purposes of providing and transmitting Potable Water to customers. “Green Bay Waterworks System” also includes all contract rights and other tangible and intangible assets of Green Bay or the Green Bay Water Utility used or useful in connection with or related to such facilities. “Green Bay Waterworks System” shall not include any properties or interest in properties of the Village or any properties or interest in properties of any other municipality.

(p) **“Green Bay Wholesale Customer”** shall mean any entity to which the Green Bay Water Utility sells Potable Water at wholesale at any time during the term of this Agreement.

(q) **“Green Bay’s Maximum Day Demand”** shall mean Green Bay’s estimated maximum day demand for Potable Water of all Green Bay Customers, including the Town of Scott, the Village of Ashwaubenon, the Village of Hobart, the Village of Wrightstown and the Village of Pulaski.

(r) **“Hobart”** shall mean the Village of Hobart, Wisconsin

(s) **“Hobart Waterworks System”** shall mean all Hobart’s facilities, including land, easements, rights-of-way over lands and waters, pumping, storage, and other facilities, its wells, mains and pipelines now or in the future acquired or controlled by lease, contract, purchase or otherwise or constructed by it and used for the purposes of providing and transmitting Potable Water within its municipal boundaries. The “Hobart Waterworks System” shall also include all contract rights

and other tangible and intangible assets used or useful in connection with or related to such facilities.

(t) **“Indemnifiable Cost”** shall mean any cost, expense, damage, fine, penalty, liability or other loss, including reasonable legal, accounting, consulting, engineering, investigatory, expert witness and other fees and expenses.

(u) **“Interconnection Facilities”** shall mean all facilities, including mains, pipelines and related infrastructural appurtenances, including those of the Hobart Waterworks System, other municipal utilities, land, easements and right-of-ways between that Point of Delivery where the potable water to be delivered to Pulaski leaves the City of Green Bay and the Green Bay Waterworks System and that Point of Delivery where the potable water from the Green Bay Water Utility reaches the Pulaski Waterworks System.

(v) **“Metering Points”** shall mean the point or points where Potable Water being delivered by the Green Bay Water Utility to Pulaski is measured. A “Metering Point” is one such point.

(w) **“Parties”** shall mean Green Bay and the Green Bay Water Utility, as one municipal corporate entity, Hobart and Pulaski.

(x) **“Party”** means, as the case may be, Green Bay or the Green Bay Water Utility, as one municipal corporate entity, Hobart or Pulaski.

(y) **“Point of Delivery”** means the points where the Potable Water to be delivered by the Green Bay Water Utility to Pulaski leaves the Green Bay Waterworks System and enters the Interconnection Facilities between the Green Bay Waterworks System and the Hobart Waterworks System for transportation and delivery to the Pulaski Waterworks System, and where title and ownership of such Potable Water is transferred from the Green Bay Water Utility to Pulaski. A “Point of Delivery” is one such point. The Points of Delivery that are currently planned are identified in ATTACHMENT “A”, but may change over time as agreed to by the Parties in writing.

(z) **“Potable Water”** means treated, water of a quality meeting or exceeding state and federal water quality standards, including applicable Safe Drinking Water Act requirements. The Green Bay Water Utility shall have absolute discretion to determine the extent to which Potable Water exceeds applicable water quality standards.

(aa) **“Prudent Utility Practice”** shall mean any of the practices, methods and acts which, in the exercise of reasonable judgment in the light of the facts (including, but not limited to, any practices, methods and acts engaged in or approved by a significant portion of the water utility industry prior thereto) known

at the time the decision was made, could have been expected to accomplish the desired result at reasonable cost consistent with reliability, safety and expediency. In applying the standard of Prudent Utility Practice to any matter under this Agreement, equitable consideration shall be given to the circumstances, requirements and obligations of each of the Parties, and there shall be taken into account the fact that Green Bay, Hobart, and Pulaski are political subdivisions of the State of Wisconsin with prescribed statutory powers, duties, responsibilities and limitations. Prudent Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather is a spectrum of possible practices, methods or acts which could have been expected to accomplish the desired result at reasonable cost consistent with reliability, safety and expediency. Prudent Utility Practice includes due regard for manufacturers' warranties and the requirements of Governmental Authorities having jurisdiction.

(bb) **"PSC"** shall mean the Public Service Commission of Wisconsin and any Governmental Authority successor thereto.

(cc) **"Pulaski"** shall mean the Village of Pulaski, Wisconsin.

(dd) **"Pulaski Customer"** shall, for purposes of this Agreement, mean all retail and wholesale water customers within the municipal boundaries of Pulaski as they exist on January 1, 2026 and those customers outside the Pulaski municipal boundaries who are under contract with Pulaski as of January 1, 2026.

(ee) **"Pulaski's Maximum Daily Water Demand"** shall mean estimated maximum day demand for Potable Water necessary to serve the Pulaski Customers through December 31, 2045.

(ff) **"Pulaski Waterworks System"** shall mean all Pulaski's facilities, including land, easements, rights-of-way over lands and waters, pumping, storage, and other facilities, the Pulaski wells, mains and pipelines now or in the future acquired or controlled by lease, contract, purchase or otherwise or constructed by Pulaski and used for the purposes of providing and transmitting Potable Water to Pulaski Customers. The "Pulaski Waterworks System" shall also include all contract rights and other tangible and intangible assets of Pulaski used or useful in connection with or related to such facilities. The "Pulaski Waterworks System" shall not include any properties or interest in properties of Green Bay, Hobart, or any properties or interest in properties of any other municipality.

(gg) **"Water Conveyance Charge"** shall mean the fee charged to Pulaski by Hobart for the transmission of Potable Water from the Green Bay Waterworks System to the Pulaski Waterworks System through the Hobart Waterworks System.

Section 1.2 USE OF PHRASES; RULES OF CONSTRUCTION. The following provisions shall be applied wherever appropriate herein:

- (a) “**Herein**”, “**hereby**”, “**hereunder**”, “**hereof**” and other equivalent words refer to this Agreement as an entirety and not solely to the particular portion of this Agreement in which such word is used.
- (b) The definitions set forth in Section 1.1 hereof shall be deemed applicable whether the words defined are used in the singular or plural.

ARTICLE II

WATER SUPPLY

Section 2.1 AGREEMENT TO SELL. During the term of this Agreement subject to the terms and conditions set forth herein the Green Bay Water Utility shall make available for delivery and sale to Pulaski, through the Hobart Waterworks System a volume of Potable Water equal to Pulaski’s Maximum Day Water Demand. The Green Bay Water Utility’s obligation to deliver Potable Water to Pulaski hereunder shall be limited to a volume of Potable Water not to exceed Pulaski’s Maximum Day Water Demand except as otherwise contemplated by this Agreement.

Section 2.2 AGREEMENT TO PURCHASE. Except as set forth in this Article and Section 11.3, Pulaski shall purchase and accept delivery from the Green Bay Water Utility through the Hobart Waterworks System a volume of Potable Water equal to its actual demand for Potable Water to serve all Pulaski Customers; provided, however, that (i) the volume of Potable Water purchased by Pulaski hereunder shall not exceed Pulaski’s Maximum Day Water Demand as set forth in ATTACHMENT “A”, except as otherwise contemplated in the Agreement, and provided further that (ii) Pulaski shall at all times purchase and accept delivery from the Green Bay Water Utility of a volume of Potable Water equal to an average daily use per calendar year of Three Hundred Thousand (300,000) Gallons per day as set forth in ATTACHMENT “A”.

Section 2.3 ADDITIONAL POTABLE WATER. Notwithstanding the provisions of Section 2.1 and Section 2.2, if Pulaski’s demand for Potable Water to serve Pulaski Customers exceeds Pulaski’s Maximum Day Water Demand, the Green Bay Water Utility may provide additional Potable Water to Pulaski to the extent that Green Bay has Potable Water reasonably available and subject to all other terms and conditions of this Agreement, including without limitation the requirements of Sections 6.1, 6.2, 6.3 and 11.4.

Section 2.4 EMERGENCY OR MAINTENANCE SHUT-OFF. The Green Bay Water Utility and the Hobart Waterworks System undertake to use reasonable care and diligence, in accordance with Prudent Utility Practice, to provide Pulaski with a constant supply of Potable Water not to exceed Pulaski’s Maximum Day Water Demand during the term of

this Agreement. However, the Green Bay Water Utility and/or Hobart reserve the right to temporarily shut off the Potable Water supply in one or more of its mains for emergency or maintenance purposes. Except in the event of Force Majeure, neither Green Bay nor Hobart shall shut down all Potable Water delivery to Pulaski hereunder. The Green Bay Water Utility and Hobart shall give Pulaski at least seven (7) days advance notice of any turn-off under this Section, except that in emergencies it shall give notice which is reasonable under the particular circumstances. During such emergency or maintenance periods, Pulaski may obtain water from another source to the extent that the Green Bay Water Utility is unable to deliver Potable Water as contemplated by this Agreement; provided, that Pulaski has installed all necessary backflow protection equipment at every Point of Delivery, that Pulaski operates and maintains such equipment in accordance with Prudent Utility Practice, and that Pulaski resumes its purchase of Potable Water hereunder as soon as such emergency or maintenance period ends.

Section 2.5 CURTAILMENT. If it becomes necessary for the Green Bay Water Utility to limit its delivery of Potable Water to Green Bay Customers or for Hobart to curtail water transmission hereunder, for any reason other than Force Majeure, the Parties will cooperate and use reasonable efforts to ensure that the level of curtailment with respect to Pulaski is proportionate to the level of curtailment with respect to other Green Bay Customers or Hobart Customers. As contemplated by Section 11.10, and among other necessary curtailments, Pulaski shall enforce any street, lawn or garden sprinkling restrictions as imposed from time to time by the Green Bay Water Utility with respect to Green Bay Customers. During such periods of curtailment Pulaski may obtain Potable Water from another source to the extent that the Green Bay Water Utility is unable to deliver Potable Water as contemplated by this Agreement; provided, that Pulaski has installed all necessary backflow protection equipment at every Point of Delivery, that Pulaski operates and maintains such equipment in accordance with Prudent Utility Practice, and that Pulaski resumes its purchase of Potable Water hereunder as soon as such curtailment period ends.

ARTICLE III

DELIVERY OF WATER

Section 3.1 POINTS OF DELIVERY. The Green Bay Water Utility shall deliver Potable Water to Pulaski at the Points of Delivery identified in ATTACHMENT "A". Title to all Potable Water supplied by the Green Bay Water Utility to Pulaski shall pass from the Green Bay Water Utility to Pulaski at the Green Bay/Hobart Points of Delivery, at which point Hobart shall become responsible for any degradation in the quality of that Potable Water prior to it reaching the Hobart/Pulaski Point of Delivery. Pulaski shall become solely responsible for any degradation in the quality of the Potable Water and/or any change in such Potable Water affecting its compliance with any applicable water quality standards promulgated or established by any Governmental Authority, including without limitation any applicable Safe Drinking Water Act requirements at the Hobart/Pulaski Point of Delivery. Prior to the Green Bay/Hobart Point of Delivery, the

Green Bay Water Utility shall be solely responsible for any degradation in the quality of such Potable Water and/or any change in such Potable Water affecting its compliance with any applicable water quality standards promulgated or established by any Governmental Authority, including without limitation any applicable Safe Drinking Water Act requirements

Section 3.2 GREEN BAY FACILITIES UP TO THE GREEN BAY/HOBART INTERCONNECT POINT OF DELIVERY. The Green Bay Water Utility shall provide, own, operate, maintain, repair and replace all necessary facilities to deliver Potable Water to the Point of Delivery at Hobart. The Green Bay Water Utility expressly represents and warrants that the water provided at the Green Bay/Hobart Point of Delivery shall be Potable Water that is treated and of a quality meeting or exceeding state and federal water quality standards, including applicable Safe Drinking Water Act requirements.

Section 3.3 PULASKI FACILITIES FROM THE HOBART / PULASKI POINT OF DELIVERY. Pulaski shall provide, own, operate, maintain, repair and replace all facilities from the Hobart/ Pulaski Point of Delivery to the Pulaski municipal boundaries and within Pulaski needed to take Potable Water from the Point of Delivery to Pulaski Customers.

Section 3.4 PRESSURE. Pulaski shall receive its supply of Potable Water at the Points of Delivery at pressures that will vary from time to time consistent with Prudent Utility Practice.

ARTICLE IV

MEASUREMENT OF WATER

Section 4.1 MEASUREMENT BY METERS. The volume of Potable Water sold by the Green Bay Water Utility to Pulaski shall be measured by meters located at approved Metering Points. The meters used shall be jointly selected by the Parties and shall meet the standards of the American Water Works Association.

Section 4.2 OWNERSHIP OF METERS. The meters shall be furnished and installed, owned, operated, maintained, repaired and replaced by the Green Bay Water Utility.

Section 4.3 LOCATION OF METERING POINTS. The Parties shall jointly select the locations of the Metering Points.

Section 4.4 OWNERSHIP OF METERING STRUCTURES. The Green Bay Water Utility shall determine whether a structure is necessary to house the meter located at the Metering Points in accordance with the standards of the American Water Works Association and/or are required by Prudent Utility Practice. If metering structures are necessary, Pulaski shall design, construct and install such facilities at its expense and in

accordance with Prudent Utility Practice. Initial construction plans and specifications shall be submitted to the Green Bay Water Utility for review and approval, which shall not be unreasonably withheld. Thereafter, Pulaski shall own and maintain the structures deemed necessary to house the meters and related equipment consistent with Prudent Utility Practices. The Green Bay Water Utility shall have access to the Metering Structures upon three (3) hours prior notice to Pulaski.

Section 4.5 RECORDS OF METER READINGS. For the purposes of this Agreement, the official record of meter readings at the Metering Points shall be kept in an Electronic Billing System maintained by the representatives of the Green Bay Water Utility and kept in the offices of the Green Bay Water Utility. These records shall be available for inspection by Pulaski during normal business hours. Pulaski shall give the Green Bay Water Utility at least 24 hours notice of its intention to inspect the records.

Section 4.6 METER INSPECTION BY PULASKI. The meters shall be available for inspection and examination by designated agents of Pulaski at all reasonable times. Pulaski will have access to the Metering Points after providing 24-hour notice to the Green Bay Water Utility. The Green Bay Water Utility may bill Pulaski for any additional costs incurred by Green Bay outside of normal operations as a result of providing it with such access pursuant to this Section.

Section 4.7 CALIBRATION. At least once in each Fiscal Year, the Green Bay Water Utility shall calibrate its meters measuring the delivery of Potable Water to Pulaski. The Green Bay Water Utility shall give Pulaski notice, not less than two (2) business days prior to the time of the calibration (which shall be conducted during normal business hours), so that Pulaski may have a representative present during the calibration. If a Pulaski representative is not present, the calibration and any necessary adjustment may proceed in the absence of such representative. If a check meter has been installed as contemplated by Section 4.8, such meter shall be calibrated by Pulaski at least once each Fiscal Year. Pulaski shall give the Green Bay Water Utility notice, not less than two (2) business days prior to the time of the calibration (which shall be conducted during normal business hours), so that the Green Bay Water Utility may have a representative present during the calibration. If a Green Bay representative is not present, the calibration and any necessary adjustment may proceed in the absence of such representative.

Section 4.8 CHECK METER. Pulaski may, at its option and its own expense, install, operate and maintain a check meter to check the meter maintained by the Green Bay Water Utility, but the measurement of Potable Water for the purpose of this Agreement shall be solely by the meter maintained by the Green Bay Water Utility under this Agreement, except in the case hereinafter specifically provided to the contrary. Any such check meter shall be of the same make as the meter selected by the Parties pursuant to Section 4.1, and shall be subject at all reasonable times to inspection and examination by any designated employee or agent of the Green Bay Water Utility. The reading, calibration and adjustment of such check meter shall be performed only by Pulaski, but the Green Bay Water Utility shall be given notice of any calibration and adjustment of the meter;

provided, however, that during any period when a check meter is being used under the provisions set forth below for measuring the amount of Potable Water delivered, the reading, calibration and adjustment of the check meter shall be performed by the Green Bay Water Utility with proper notification being given to Pulaski. The Green Bay Water Utility shall grant to Pulaski, at no cost, an easement at each respective Metering Point, including any structure at such Metering Point, sufficient to enable Pulaski to install, use, operate and maintain a check meter during the term of this Agreement. Pulaski shall have access to such Metering Point and check meter for examination and inspection after providing 24-hours notice to the Green Bay Water Utility. The Green Bay Water Utility may bill Pulaski for any additional costs incurred by the Green Bay Water Utility as a result of providing Pulaski with access pursuant to this Section.

Section 4.9 METER MALFUNCTIONS. If either Party at any time observes a variation of more than two (2.0%) percent between a meter and a check meter or any evidence of meter malfunction, such Party shall promptly notify the other Party, and the Parties shall then cooperate to procure an immediate calibration test and such adjustment, replacement, or other work necessary to return such meter to accuracy. The Party who discovers such variation or malfunction shall give the other Party notice not less than seventy-two (72) hours prior to the time of any test of any meter (which tests shall be conducted, if practical, during normal business hours) so that the other party may conveniently have a representative present. If such representative is not present after the required notification at the time set in such notice, calibration and adjustment may proceed in the absence of the representative.

Section 4.10 ADJUSTMENT OF CHARGES DUE TO METER MALFUNCTION. If, upon any inspection or test, any metering equipment is found to be out of service or the percentage inaccuracy of any metering equipment is found to be in excess of two percent (2%), registration thereof as well as charges for Potable Water based thereon shall be corrected, by agreement of the Parties based on the best data available, for a period extending back to the time when such inaccuracy began, if such time is ascertainable and, if such time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the last date of calibration, but in no event shall such period extend further back than a period of six (6) months. For such purposes, the best data available shall be deemed to be the registration of any meter or check meter if one has been installed and is accurately registering. Otherwise, the amount of Potable Water delivered during such period may be estimated (1) by correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculation; or (2) if the error is not ascertainable by calibration tests or mathematical calculation, by estimating the quantity of delivery by reference to deliveries during the preceding periods under similar conditions when the meter or meters were registering accurately. Billing adjustments related to meter malfunctions shall be handled in the same manner prescribed in Section 8.3(c).

Section 4.11 UNIT OF MEASUREMENT. The unit of measurement for Potable Water delivered hereunder shall be gallons of water, U.S. Standard Liquid Measure, and all measuring devices shall, unless the Green Bay Water Utility, Hobart and Pulaski otherwise

agree, be so calibrated. In the event that it should become necessary or desirable to use other units of measurement, the basis of conversion shall be that 7.48 gallons is equivalent to one (1) cubic foot.

ARTICLE V

CONSTRUCTION OR ACQUISITION OF FACILITIES

Section 5.1 INTERCONNECTION FACILITIES PLANS. As soon as practicable, Pulaski shall submit to the Green Bay Water Utility and Hobart for review and comment a draft of the plans and specifications for the design, construction and operation of the Interconnection Facilities. The Green Bay Water Utility and Hobart shall have a maximum of thirty (30) days to provide comments on the plans and specifications for the Interconnection Facilities. Pulaski shall incorporate such comments into its final plans and specifications to the extent they are reasonable and necessary for Pulaski to construct, maintain and operate the Interconnection Facilities and the Pulaski Waterworks System in accordance with Prudent Utility Practice.

Section 5.2 CONSTRUCTION INTERCONNECTION FACILITIES. Pulaski shall arrange for the financing and construction of the Interconnection Facilities in accordance with the approved plans and specifications therefore, and in accordance with the approvals contemplated by Section 16.2.

Section 5.3 CONNECTION OF PULASKI WATERWORKS SYSTEM TO THE GREEN BAY WATERWORKS SYSTEM. Upon completion of construction of the Interconnection Facilities, Green Bay and Hobart shall connect Pulaski's Waterworks System to the Hobart Waterworks System and the Green Bay Waterworks System when it may do so consistent with Prudent Utility Practice, and in no event shall such connection occur less than ten (10) days prior to the commencement of service hereunder. Pulaski shall reimburse Green Bay and Hobart for the actual costs incurred by the Green Bay Water Utility and Hobart in connecting Pulaski's Waterworks System to the Interconnection Facilities.

Section 5.4 AFTER CONNECTION. The Interconnection Facilities shall at all times be part of the sole and exclusive property of Pulaski subject to any maintenance and operational agreements into which the Parties may subsequently enter.

ARTICLE VI

CAPITAL PROJECTS; ADDITIONAL POTABLE WATER; UNEXPECTED INVESTMENTS; FUTURE CAPITAL PROJECTS

Section 6.1 ADDITIONAL POTABLE WATER VOLUMES. If at any time during the term of this Agreement Pulaski's demand for Potable Water is forecast to exceed Pulaski's Maximum Day Water Demand set forth in ATTACHMENT "A" on a temporary or long-term basis, Pulaski shall request that the Green Bay Water Utility deliver Potable Water in excess of Pulaski's Maximum Day Water Demand, and the Green Bay Water Utility may not unreasonable deny such a request; provided, that such request would be reasonably denied by the Green Bay Water Utility if, among other things, such request could reasonably be expected to:

- (a) Result in additional capital investment costs, or disproportionate increases in operation and maintenance costs or other costs to be incurred by the Green Bay Water Utility; or
- (b) Limit the Green Bay Water Utility's ability to satisfy, at any time and under any circumstance, the Green Bay Water Utility's Maximum Day Demand, as projected at the time of such request by Pulaski, without any material increase in capital investment and without any material change in variable operating costs to be incurred by the Green Bay Water Utility; or
- (c) Affect the Green Bay Water Utility's ability to operate the Green Bay Waterworks System in accordance with Prudent Utility Practice.
- (d) Subject to the conditions set forth at Section 6.1(a) through (c), and to all other terms and conditions of this Agreement, the cost of Potable Water in excess of Pulaski's Maximum Day Water Demand delivered by the Green Bay Water Utility pursuant to this Section 6.1 shall be as established under Article VII.
- (e) Limit Hobart's ability to satisfy, at any time and under any circumstance, its maximum day potable water demand, as projected at the time of such request by Pulaski, without any material increase in capital investment and without any material change in variable operating costs; or
- (f) If upon such a request from Pulaski the conditions of this Section 6.1 are not satisfied, then the Green Bay Water Utility's decision to provide volumes of Potable Water in excess of Pulaski's Maximum Day Water Demand as set forth in ATTACHMENT "A" shall be at the Green Bay Water Utility's sole discretion, and shall be subject to all other provisions of this Agreement, including without limitation Section 6.1 and Section 10.3.

Section 6.2 UNANTICIPATED GROWTH. If, during the term of this Agreement, Pulaski shall experience unanticipated growth in its demand for Potable Water:

(a) Pulaski shall pay for unexpected growth in its demand for Potable Water in excess of Pulaski's Maximum Day Water Demand as set forth in ATTACHMENT "A" hereto; provided, that if Pulaski's demand for Potable Water is anticipated to exceed Pulaski's Maximum Day Water Demand Pulaski shall request additional capacity from the Green Bay Water Utility as contemplated by Section 6.1 as soon as practicable.

(b) If, as contemplated by Section 6.1, the Green Bay Water Utility reasonably denies a request by Pulaski pursuant to Section 6.1, then Green Bay shall determine the capital investments in the Green Bay Waterworks System for the facilities that are required prior to January 1, 2046 in order for the Green Bay Water Utility to serve Pulaski's unanticipated level of growth in the volume of Potable Water required by Pulaski to serve all Pulaski Customers. As part of its determination, the Green Bay Water Utility shall evaluate whether Pulaski additional demand for Potable Water can be satisfied in a more cost-effective manner by use of Pulaski's wells.

(c) If the Green Bay Water Utility determines that capital investment in the Green Bay Waterworks System is necessary in order for the Green Bay Water Utility to satisfy Pulaski's additional demand for Potable Water then upon written notice to Pulaski, the Green Bay Water Utility shall seek all necessary Governmental Authority approvals with respect to the construction of such facilities; provided, that Pulaski shall be allowed to review and comment on any PSC application before it is submitted by the Green Bay Water Utility. Within thirty (30) days after receiving notice from the Green Bay Water Utility confirming the need for the construction of such facilities and describing the estimated cost of such facilities, the Green Bay Water Utility and Pulaski shall meet to discuss and negotiate payment arrangements for Pulaski to pay for the costs associated with the construction of such facilities.

(d) If the Green Bay Water Utility provides written notice to Pulaski that it cannot or will not provide Potable Water to Pulaski in excess of Pulaski's Maximum Day Water Demand in order to meet all or any portion of Pulaski's unanticipated growth in demand for Potable Water, Pulaski may then acquire Potable Water from a source other than the Green Bay Water Utility in order to satisfy such portion of its demand for Potable Water in excess of Pulaski's Maximum Day Water Demand.

Section 6.3 OTHER UNANTICIPATED EVENTS. Capital investments in the Green Bay Waterworks System required prior to January 1, 2046 for facilities related to unanticipated events affecting both the Green Bay Water Utility and Pulaski such as more stringent water quality standards, shall be paid in cash by Pulaski in the manner

contemplated in Section 6.2(c), provided, however, that Pulaski shall be responsible only for the percentage of such costs that are attributable to the Green Bay Water Utility's provision of service to Pulaski hereunder. Such percentage shall, during each Fiscal Year of the term of this Agreement, be equivalent to the number of gallons of Potable Water actually delivered by the Green Bay Water Utility to Pulaski hereunder during the most recently completed Fiscal Year, divided by the number of gallons of Potable Water actually delivered by the Green Bay Water Utility to all Green Bay Customers during the most recently completed Fiscal Year.

Section 6.4 POST-TERM SERVICE. Any service provided to Pulaski after December 31, 2045 shall be conditioned upon the continued effectiveness of this Agreement, and upon the Green Bay Water Utility's ability to provide such service consistent with Section 6.5 hereof without jeopardizing its ability to adequately serve and satisfy the then-projected Green Bay Water Utility's Maximum Day Water Demand at reasonable, PSC-approved rates and to operate the Green Bay Waterworks System in accordance with Prudent Utility Practice.

Section 6.5 FUTURE CAPITAL PROJECTS. As the need for Future Capital Projects arises from time to time in order for Green Bay to continue its delivery of Potable Water to Pulaski and for Hobart to continue to convey that water to Pulaski as made and provided hereunder after December 31, 2045, the Parties agree that the continued effectiveness of this Agreement, and the Green Bay Water Utility's continued obligation to provide water service to Pulaski and Hobart's continued obligation to convey water from Green Bay to Pulaski through the Hobart Water Works System will remain contingent upon the following:

- (a) PSC approval of Pulaski's obligation to pay, up-front, for its pro-rata share of all Future Capital Project Costs, and/or the Green Bay Water Utility's ability to rely upon expected revenue collected from Pulaski after December 31, 2045, pursuant to PSC-approved wholesale rates, as a guaranteed source for the ultimate repayment of all Future Capital Project Costs; and
- (b) PSC approval of Pulaski's obligation to pay, up front, for its pro-rata share of all Future Capital Project Costs associated with any expansion of Hobart's Waterworks System to accommodate any increase in Pulaski's Maximum Day Water Demand as set forth on ATTACHMENT "A" hereto.

ARTICLE VII

PRICES AND TERMS OF PAYMENT

Section 7.1 MEASURED CONSUMPTION. The Green Bay Water Utility will bill Pulaski based on meter readings as provided for in Article IV. Meter readings for each Metering Point shall be billed separately. Billing hereunder shall be monthly.

Section 7.2 COST OF WATER GENERALLY. Through December 31, 2045, the cost for Potable Water purchased from the Green Bay Water Utility by Pulaski hereunder shall equal the total metered consumption as determined by Section 7.1 multiplied by the applicable volume rate in force as determined by Section 7.3.

Section 7.3 WHOLESALE POTABLE WATER RATE. Wholesale Water Service shall be furnished to Pulaski by the Green Bay Water Utility at the initial volume rate per thousand gallons as set forth on ATTACHMENT "A", subject to any intervening PSC rate increases. Any future adjustment or modification of the Conveyance Charge shall be subject to prior approval by the PSC. In future rate proceedings before the PSC, the wholesale rate hereunder shall be increased or decreased by the same percentage increase or decrease of the lowest rate approved by the PSC for any Green Bay Retail Customer, as set forth on the Green Bay Water Utility's General Service - Metered Schedule (MG-1), or any subsequent replacement tariff on file with the PSC. The rate established hereunder does not include Water Conveyance Charge to be imposed by Hobart for the transmission of Potable Water from Green Bay through that portion of the Interconnection Facilities owned, operated and maintained by Hobart in the manner provided in Section 7.5 hereof.

Section 7.4 RATE APPLICATION. On or before June 1, 2045, the Green Bay Water Utility shall file a rate application with the PSC requesting that the PSC establish wholesale rates, and approve all non-rate terms, conditions and service standards, for its continued wholesale sales of Potable Water to Pulaski hereunder effective January 1, 2046.

Section 7.5 HOBART WATER CONVEYANCE CHARGE. The initial fee to be charged to Pulaski by Hobart for the transmission of potable water from the Green Bay Water Utility to Pulaski through the Hobart Waterworks System as a Water Conveyance Charge shall be at the initial volume rate per thousand gallons as set forth on ATTACHMENT "A". Any future adjustment or modification of the Water Conveyance Charge shall be subject to prior approval by the PSC.

Section 7.6 PSC SET RATES AND TERMS BEGINNING IN 2046. For the period beginning January 1, 2046, the applicable wholesale water rate in effect for all sales of Potable Water by the Green Bay Water Utility to Pulaski and all applicable non-rate terms, conditions and standards governing such service, shall be established by the PSC pursuant to PSC regulation utilizing the application of standard rate-making and regulatory principles and procedures.

ARTICLE VIII

COMMENCEMENT OF SERVICE AND BILLING

Section 8.1 COMMENCEMENT OF SERVICE. Subject to all other terms and conditions set forth herein, the Green Bay Water Utility shall deliver Potable Water to Pulaski as soon as practicable upon satisfaction of all of the following contingencies:

- (a) The Parties obtain all necessary Governmental Approvals set forth in Sections 17.1 through 17.5.
- (b) This Agreement remains in full force and effect and the Parties have remained in compliance with all terms and conditions of the Agreement.
- (c) The Green Bay Water Utility has constructed all Capital Projects that are required prior to the commencement of service hereunder.
- (d) Pulaski has constructed or made all improvements to Pulaski's Waterworks System necessary prior to acceptance of Potable Water delivered by the Green Bay Water Utility as contemplated hereunder.
- (e) Pulaski has constructed the Interconnection Facilities as contemplated by Section 5.3 hereof.
- (f) The Green Bay Waterworks System has been connected to Pulaski's Waterworks System as contemplated by Section 5.3, such that the Green Bay Water Utility is able to deliver Potable Water to Pulaski through Hobart, and Pulaski is able to accept delivery of Potable Water from the Green Bay Water Utility.
- (g) Once the Parties have obtained all necessary Government Approvals set forth in Sections 17.1 through 17.5, the Parties shall use their best efforts to ensure that the Green Bay Water Utility's delivery of Potable Water to Pulaski hereunder through Hobart commences upon completion of the interconnection facilities.

Section 8.2 BILLS AND DUE DATE. The Green Bay Water Utility shall bill Pulaski for water service on a monthly basis. Hobart shall separately bill Pulaski for the Water Conveyance Charge on a quarterly basis. Bills shall be sent on or before the 10th day of the first month of the next immediate month following the month in which service is provided. Pulaski shall pay all bills in full within 21 days of receipt.

Section 8.3 DISPUTED INVOICES. In the event Pulaski shall dispute any monthly invoice from either the Green Bay Water Utility or Hobart, or both, the following process and procedures shall apply:

(a) If Pulaski desires to dispute all or any part of an invoice for either the Green Bay Water Utility or Hobart, or both, it shall nevertheless pay the full amount of any such payment when due and include with such payment written notification to the billing Party that charges are disputed, the grounds for dispute and the amount in dispute. Except as contemplated by Section 4.11, no adjustment or relief on account of any disputed charges shall be available to Pulaski unless the written notification described herein is provided at the time the bill is paid; provided, however, that if the grounds for such dispute were not timely discovered by Pulaski despite its exercise of Prudent Utility Practices, then within fifteen (15) days of discovering the grounds for a dispute Pulaski may provide billing Party with written notification of the dispute along with an explanation of the circumstances resulting in delay of discovery.

(b) Upon receipt of such dispute notification, representatives of the Parties shall meet within ten (10) business days to resolve such dispute. The Parties shall, if necessary, continue efforts to resolve the dispute using the procedure set forth in Article XIII.

(c) In the event that it is determined that Pulaski has been over-billed or under-billed, an appropriate credit or debit shall be reflected in the next bill or bills issued by the billing Party, and such credit or debit shall accrue interest at the rate set out in Section 8.4 commencing as of the date on which the disputed bill was originally due.

Section 8.4 DEFAULT; INTEREST ON OVERDUE PAYMENTS. If Pulaski fails to make any payment required under this Contract on or before its due date, it shall be in default, and interest on the amount of such payment shall accrue during the period of non-payment at the lower of the following rate from the date such payment becomes due until paid in full with interest as herein specified:

- (a) The rate authorized by the PSC or
- (b) One (1%) percent per month compounded monthly at the then authorized rate.

ARTICLE IX

COVENANTS OF GREEN BAY

Section 9.1 LIMITATION ON SERVICE. Green Bay and the Green Bay Water Utility disclaim any duty, obligation or responsibility to provide Potable Water to Pulaski except as expressly provided in this Agreement.

Section 9.2 PRUDENT UTILITY PRACTICE. The Green Bay Water Utility shall, at all times during the term of this Agreement, own, operate, maintain, repair and replace all portions of the Green Bay Waterworks System in a manner consistent with Prudent Utility Practice.

ARTICLE X

COVENANTS OF HOBART

Section 10.1 LIMITATION ON SERVICE. Hobart disclaims any duty, obligation or responsibility to transmit Potable Water from Green Bay to Pulaski except as expressly provided in this Agreement.

Section 10.2 PRUDENT UTILITY PRACTICE. Hobart shall, at all times during the term of this Agreement, own, operate, maintain, repair and replace all portions of the Hobart Waterworks System related to the transmission of Potable Water from Green Bay to Pulaski hereunder in a manner consistent with Prudent Utility Practice.

ARTICLE XI

COVENANTS OF PULASKI

Section 11.1 EXCLUSIVE SERVICE Except as expressly contemplated by Article II, Section 10.3 or as otherwise expressly contemplated herein, during the term of this Agreement the Green Bay Water Utility shall be the exclusive source of Potable Water used by Pulaski in order to serve Pulaski Customers, as defined in Section 1.1(ee) hereof. During the term of this Agreement, Pulaski may only maintain and operate Pulaski's wells, and may only use water from Pulaski's wells, under and upon the following:

- (a) Use in the minimum amount necessary to keep the wells in an active, non-abandoned status;
- (b) Use for standby purposes including but not limited to fire protection, emergency services, responses to Force Majeure events, emergency or maintenance shut off as contemplated by Section 2.2, and curtailment as contemplated by Section 2.3;
- (c) Use to satisfy an unanticipated level of growth in the volume of Potable Water required by Pulaski, but only if authorized in writing by the Green Bay Water Utility as contemplated under Section 6.2;
- (d) Such other use for which the Green Bay Water Utility provides prior express written consent at its discretion.

Section 11.2 LIMITED SERVICE. Pulaski acknowledges that Green Bay and the Green Bay Water Utility have absolutely no duty, obligation or responsibility to provide

water to Pulaski except as expressly set forth in this Agreement. Pulaski further acknowledges that Hobart has absolutely no duty to transmit Potable Water from Green Bay to Pulaski through the Hobart Waterworks System except as expressly set forth in this Agreement.

Section 11.3 SERVICE AREA EXPANSIONS. Pulaski acknowledges that while its demand for Potable Water may increase through annexations, boundary modifications, extra-territorial water sales agreements or other extensions of water service beyond the limits of its corporate municipal boundaries in effect as of the date of this Agreement and/or beyond the limits of any extra-territorial water sales agreements in effect as of the date of this Agreement, any such service area expansion shall not entitle Pulaski to purchase and accept delivery of a volume of Potable Water from the Green Bay Water Utility in excess of Pulaski's Maximum Day Water Demand without the prior express written consent of the Green Bay Water Utility, which consent shall be subject to, among other things, the process contemplated under Section 6.2. If Pulaski's service area expansion is the result of an extra-territorial water sales agreement, Pulaski shall not enter into such an expansion without the prior written consent of the Green Bay Water Utility and Hobart nor without following the process contemplated by Section 6.2.

Section 11.4 UNEXPECTED AGREEMENT TERMINATION. Pulaski acknowledges that after the Green Bay Water Utility obtains the PSC approvals described in Sections 17.1, 17.2 and 17.5, all Capital Project Costs incurred by the Green Bay Water Utility, including additional costs the Green Bay Water Utility may incur as contemplated by Sections 6.2 through 6.4, shall be incurred by the Green Bay Water Utility in reasonable reliance upon Pulaski's continued satisfaction of all of its duties and obligations hereunder. If, after such PSC approvals are obtained from time to time, this Agreement is terminated for any reason, other than a default by Green Bay or the Green Bay Water Utility, at a point in time by which Pulaski has not yet accepted delivery of and paid for a sufficient amount of Potable Water such that the Green Bay Water Utility has fully recovered, in the form of revenue collected hereunder, the total amount of the Capital Project Costs and all operating and other costs legally incurred by the Green Bay Water Utility to date in connection with the performance of its obligations hereunder, then, within ninety (90) days of such Agreement termination, and without limiting any other rights which Green Bay or the Green Bay Water Utility may have hereunder or at law or equity, Pulaski shall pay to the Green Bay Water Utility an amount of cash equal to the difference between such Costs and such Revenue.

Section 11.5 LIMITED PARTICIPATION IN PSC PROCEEDINGS.

(a) During the term of this Agreement, Pulaski may commence or participate in PSC proceedings involving the Green Bay Water Utility or Hobart in order to allege in good faith that either or both the Green Bay Water Utility and/or Hobart has failed to honor its obligations under this Agreement or to otherwise attempt in good faith to protect its perceived interests. However, Pulaski shall not, in any PSC proceeding:

- (1) Take or advance any position that is inconsistent with this Agreement; nor
- (2) Take or advance any position that is inconsistent with, or that would other-wise undermine, contravene or circumvent PSC approvals or rulings obtained by the Parties in connection with this Agreement.

(b) Pulaski may participate before the PSC with respect to any dispute over costs attributed by the Green Bay Water Utility to Pulaski as contemplated by Section 6.3(c) and Section 6.4, but only to the extent that there is a dispute over the amount of costs that Pulaski must reimburse the Green Bay Water Utility as contemplated by those Sections.

(c) Pulaski may participate in the PSC proceeding contemplated by Section 16.1 and shall use its best efforts to cooperate in obtaining the PSC approvals and ruling contemplated therein.

Section 11.6 PULASKI BUDGET CONSIDERATION. During the term of this Agreement, Pulaski covenants that it will include provisions for payment of all of its financial obligations to Green Bay and Hobart under this Agreement in each fiscal year budget presented for final approval by its Village Board. In the event that such provisions are not approved by the Pulaski Village Board as part of its approval and adoption of any final budget for any fiscal year, Pulaski shall provide written notice of such circumstance to the Green Bay Water Utility and Hobart within seven (7) days of such event.

Section 11.7 PULASKI TO MAINTAIN ITS UTILITY OBLIGATION. During the term of this Agreement, Pulaski shall not, without the prior written consent of the Green Bay Water Utility, which shall be granted at the Green Bay Water Utility's sole discretion, abandon, sell, or otherwise dispose of or discontinue all or any portion of its obligations and duties as a default retail or wholesale water utility service provider to all Pulaski Customers within the municipal boundaries of Pulaski, as such boundaries existed on the Effective Date of this Agreement, unless such action by Pulaski is due to either Force Majeure or decisions by Pulaski Customers to reduce or terminate their purchase of Potable Water from Pulaski.

Section 11.8 CERTAIN PULASKI ACTIONS. During the term of this Agreement Pulaski shall not, without the prior written consent of the Green Bay Water Utility and/or Hobart, which consent shall not be unreasonably withheld, provided that such consent shall be reasonably withheld if Green Bay reasonably determines that such proposed Pulaski actions would either render Pulaski unable to satisfy all of its duties and obligations hereunder or affect the Green Bay Water Utility's ability to operate the Green Bay Waterworks System in accordance with Prudent Utility Practice:

- (a) Merge or consolidate with one or more other public utilities.

- (b) Transfer ownership or operational control over all or any portion of the Pulaski Waterworks System.
- (c) Provide, sell or distribute potable water acquired hereunder to another municipal water utility without the prior written consent of Green Bay.

Section 11.9 AGREEMENT TO ABIDE BY RULES AND REGULATIONS. Pulaski shall abide by the “Rules and Regulations” of the Green Bay Water Utility on file with the PSC and as amended from time to time, to the extent such “Rules and Regulations” are applicable to Green Bay’s provision of water service to Pulaski hereunder. If any provision of this Agreement contradicts any provision of such “Rules and Regulations”, the provisions of this Agreement shall control.

Section 11.10 PRUDENT UTILITY PRACTICES. Pulaski shall, at all times during the term of this Agreement, own, operate, maintain, repair and replace all portions of the Pulaski Waterworks System in a manner consistent with Prudent Utility Practice.

ARTICLE XII

DEFAULTS; FORCE MAJEURE

Section 12.1 GREEN BAY DEFAULTS. Failure by Green Bay to deliver Potable Water to Pulaski as required by this Agreement shall be an immediate default under this Agreement except to the extent that such failure is excused due to Force Majeure. Failure of Green Bay or the Green Bay Water Utility to perform any other obligation under this Agreement and the continuation of that failure to perform for thirty (30) days after written notice from Pulaski to Green Bay of such failure shall be a default of Green Bay or the Green Bay Water Utility under this Agreement, except to the extent that such failure is excused due to Force Majeure. If Green Bay or the Green Bay Water Utility defaults under this Agreement, Pulaski may (a) immediately bring an action against Green Bay or the Green Bay Water Utility, which may be an action for money damages or for any other legal or equitable remedy available; or (b) follow the dispute resolution procedure set forth in Article XIV. Election of any remedy shall not be a waiver of any other remedy.

Section 12.2 HOBART DEFAULTS. Failure by Hobart to transmit and transport Potable Water from Green Bay to Pulaski as required by this Agreement shall be an immediate default under this Agreement except to the extent that such failure is excused due to Force Majeure. Failure by Hobart to perform any other obligation under this Agreement and the continuation of that failure to perform for thirty (30) days after written notice from Pulaski to Hobart of such failure shall be a default of Hobart under this Agreement, except to the extent that such failure is excused due to Force Majeure. If Hobart defaults under this Agreement, Pulaski may (a) immediately bring an action against Hobart, which may be an action for money damages or for any other legal or equitable

remedy available; or (b) follow the dispute resolution procedure set forth in Article XIV. Election of any remedy shall not be a waiver of any other remedy.

Section 12.3 PULASKI DEFAULTS. Failure by Pulaski to timely pay for Potable Water delivered under the terms of this Agreement as required by this Agreement shall be an immediate default under this Agreement. Failure by Pulaski to perform any other obligation under this Agreement and the continuation of that failure to perform for thirty (30) days after written notice from either or both the Green Bay Water Utility and/or Hobart to Pulaski of such failure shall also be a default of Pulaski under this Agreement, except to the extent that such failure is excused due to Force Majeure. If Pulaski defaults under this Agreement, either or both Green Bay and/or Hobart shall have the option of (a) immediately bringing an action against Pulaski, which may be an action for money damages or for any other legal or equitable remedy available; or (b) following the dispute resolution procedure set forth in Article XIV. Election of any remedy shall not be a waiver of any other remedy.

Section 12.4 FORCE MAJEURE. In case by reason of Force Majeure any Party hereto shall be rendered unable wholly or in part to carry out its obligation under this Agreement, then if such Party shall give notice and full particulars of such Force Majeure in writing to the other Party within a reasonable time after occurrence of the event or cause relied on, the obligation of the Party giving such notice to perform under this Agreement shall, so far as it is affected by such Force Majeure, be suspended during the continuance of the inability then claimed, but for no longer period, and any such Party shall endeavor to remove or overcome such inability with all reasonable dispatch. Notwithstanding anything in this Agreement to the contrary, no payment obligation arising under this Agreement prior to the date of an event of Force Majeure shall be excused by such event of Force Majeure. The burden of proof shall be on any Party claiming excuse from performance by reason of Force Majeure. During periods of Force Majeure, Pulaski may obtain water from a third party source to the extent that the Green Bay Water Utility is unable to deliver the volume of Potable Water contemplated by this Agreement; provided, that Pulaski has installed all necessary backflow protection equipment at every Point of Delivery, and that Pulaski operates and maintains such equipment in accordance with Prudent Utility Practice, and that Pulaski resumes its exclusive purchase of Potable Water hereunder as soon as such Force Majeure period ends.

ARTICLE XIII

RISK OF LOSS AND INDEMNIFICATION

Section 13.1 RISK OF LOSS BY PULASKI. As between and among Green Bay, the Green Bay Water Utility and Hobart and Pulaski, Pulaski shall be responsible for and shall bear the full risk of loss with respect to any loss of or damage to any property located on Pulaski's side of the Hobart/Pulaski Point of Delivery, including any real property within the corporate municipal boundaries of either Green Bay or Hobart to which Pulaski is granted use and access to by easement pursuant to Section 16.5, any personal injury or death, or loss of or damage to any other property arising out of the construction, ownership or leasing, operation or maintenance of any property of Pulaski on Pulaski's side of Hobart / Pulaski Point of Delivery, including any real property within the corporate municipal boundaries of either or both Green Bay or Hobart to which Pulaski is granted use and access to by easement pursuant to Section 16.5; and with respect to any personal injury or death, or loss of or damage to any other property arising out of the construction required by hereunder by Pulaski; provided, however, that Pulaski shall not be responsible for any such loss, damage, or injury to the extent that such loss, damage, or injury arises out of the negligence or willful misconduct of Green Bay or the Green Bay Water Utility or Hobart.

Section 13.2 RISK OF LOSS BY GREEN BAY. As between Pulaski and Green Bay, Green Bay shall, except as provided in the preceding paragraph, be responsible for and shall bear the full risk of loss (i) with respect to any loss of or damage to any property located on Green Bay's side of the Green Bay/Hobart Point of Delivery, including any real property within Pulaski's corporate municipal boundary to which the Green Bay Water Utility is granted use and access by easement pursuant to Section 16.5, any personal injury or death, or loss of or damage to any other property arising out of the construction, ownership, operation or maintenance of any property of Green Bay or the Green Bay Water Utility on Green Bay's side of the Green Bay/Hobart Point of Delivery, including any real property within or outside of Pulaski's corporate municipal boundary to which the Green Bay Water Utility is granted use and access by easement pursuant to Section 16.5, and any personal injury or death, or loss of or damage to any other property arising out of the satisfaction by Green Bay of any obligation of the Green Bay Water Utility hereunder; provided, however, that Green Bay nor the Green Bay Water Utility shall not be responsible for any such loss, damage, or injury to the extent that such loss, damage, or injury arises out of the negligence or willful misconduct of Pulaski.

Section 13.3 INDEMNIFICATION BY PULASKI. Pulaski shall defend, indemnify and hold harmless Green Bay, the Green Bay Water Utility, Hobart and their Associated Parties against and from any Indemnifiable Cost arising out of any injury, bodily or otherwise, to, or death of, persons, or for damage to, or destruction of, property belonging to Green Bay, the Green Bay Water Utility, Hobart and Pulaski or others (each a "Claim"), resulting from or attributable to the negligence or willful misconduct of Pulaski, resulting from or attributable to the breach of any of Pulaski's representations or warranties contained herein, or resulting from, arising out of, or in any way connected with the

performance of, or failure to perform, any Pulaski obligation under this Agreement, excepting in each case any Indemnifiable Cost to the extent it is caused by Force Majeure or the negligence or willful misconduct of Green Bay, the Green Bay Water Utility, Hobart or their Associated Parties. Pulaski shall also defend, indemnify and hold harmless Green Bay, the Green Bay Water Utility, Hobart and their Associated Parties against and from any Indemnifiable Cost arising out of claims of any third party, or any direct or indirect customer of Pulaski arising out of or relating to any alleged obligation, duty or responsibility of Green Bay or the Green Bay Water Utility to provide water service to Pulaski or any third party except as expressly contemplated by this Agreement.

Section 13.4 INDEMNIFICATION BY GREEN BAY. Green Bay shall defend, indemnify and hold harmless Pulaski and Hobart and its agents from and against any Indemnifiable Cost arising out of any Claim resulting from or attributable to the negligence or willful misconduct of Green Bay, the Green Bay Water Utility or their Associated Parties resulting from or attributable to the breach of any of Green Bay's representations or warranties contained herein, or resulting from, arising out of, or in any way connected with the performance of, or failure to perform any obligation of Green Bay or the Green Bay Water Utility under this Agreement, excepting in each case any Indemnifiable Cost to the extent it is caused by Force Majeure or the negligence or willful misconduct of Pulaski or its agents.

Section 13.5 INDEMNIFICATION BY HOBART. Hobart shall defend, indemnify and hold harmless Pulaski, Green Bay, the Green Bay Water Utility and its agents from and against any Indemnifiable Cost arising out of any Claim resulting from or attributable to the negligence or willful misconduct of Hobart or their Associated Parties resulting from or attributable to the breach of any representations or warranties of Hobart contained herein, or resulting from, arising out of, or in any way connected with the performance of, or failure to perform any obligation of Hobart under this Agreement, excepting in each case any Indemnifiable Cost to the extent it is caused by Force Majeure or the negligence or willful misconduct of Pulaski, Green Bay, the Green Bay Water Utility or their agents.

Section 13.6 INDEMNIFICATION BY THE PARTIES. If, due to the joint, concurring, comparative or contributory negligence or willful misconduct of the Parties or their agents, either Party incurs any Indemnifiable Cost arising out of any Claim, such Indemnifiable Cost shall be allocated between the Parties in proportion to their respective degrees of negligence or willful misconduct contributing to such Claim.

Section 13.7 NOT EMPLOYEES No Party hereto nor such Party's agents or employees shall be deemed an employee of the any other Party hereto. No Party shall bring any claim against any other Party or such Party's Associated Parties with respect to any liability for compensation under any applicable state or federal Worker's Compensation Act, including Worker's Compensation and/or employer's liability claims of employees. Each Party shall be liable for all claims of the Party's own employees and/or other Agent arising under any provision of any Workers' Compensation Law.

Section 13.8 NOTICE AND PARTICIPATION. With respect to any claim of indemnification hereunder:

(a) If any Party entitled to indemnification hereunder (the “Indemnified Party”) intends to seek indemnification under this Article from any other Party (the “Indemnifying Party”) with respect to any Claim, the Indemnified Party shall give the Indemnifying Party notice of such Claim upon the receipt of actual knowledge or information by the Indemnified Party of any possible Claim or of the commencement of such Claim, which notice shall in no event be later than thirty (30) days prior to the last day for responding to such Claim. The Indemnifying Party shall have no liability under this Article for any Claim for which such notice is not provided, to the extent that the failure to give such notice materially impairs the ability of the Indemnifying Party to respond to or to defend the Claim.

(b) The Indemnifying Party shall have the right to assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party; provided, however, that if the defendants in any such proceeding include both the Indemnified Party and the Indemnifying Party, and the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it which are different from or additional to those available to the Indemnifying Party, the Indemnified Party shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such Claim on behalf of such Indemnified Party, and the Indemnifying Party shall be responsible for the reasonable fees and expenses of such separate counsel.

(c) Should any Indemnified Party be entitled to indemnification under this Article as a result of a Claim by a third party, and should the Indemnifying Party fail to assume the defense of such Claim within a reasonable period of time, the Indemnified Party may, at the expense of the Indemnifying Party, contest (or, with or without the prior consent of the Indemnifying Party, settle) such Claim.

(d) Except to the extent expressly provided otherwise herein, no Indemnified Party shall settle any Claim with respect to which it has sought or is entitled to seek indemnification pursuant to this Article unless (i) it has obtained the prior written consent of the Indemnifying Party, or (ii) the Indemnifying Party has failed to provide, within a reasonable period of time, security, in a form reasonably satisfactory to the Indemnified Party, securing the payment of any Indemnifiable Cost, up to the amount of the proposed settlement.

(e) Except to the extent expressly provided otherwise herein, no Indemnifying Party shall settle any Claim with respect to which it may be liable to provide indemnification pursuant to this Article without the prior written consent of the Indemnified Party, provided, however, that if the Indemnifying Party has reached a bona fide settlement agreement with the plaintiff(s) in any such proceeding, which

settlement includes a full release of the Indemnified Party for any and all liability with respect to such Claim, and the Indemnified Party does not consent to such settlement agreement, then the dollar amount specified in the settlement agreement, plus the Indemnified Party's reasonable legal fees and other costs related to the defense of the Claim incurred prior to the date of such settlement agreement, shall act as an absolute maximum limit on the indemnification obligation of the Indemnifying Party with respect to the Claim, or portion thereof, that is the subject of such settlement agreement.

Section 13.9 NET AMOUNT. In the event that an Indemnifying Party is obligated to indemnify and hold any Indemnified Party harmless under this Article, the amount owing to the Indemnified Party shall be the amount of such Indemnified Party's actual Indemnifiable Cost, net of any insurance or other recovery actually received by the Indemnified Party.

Section 13.10 ASSERTION OF CLAIMS. No Claim of any kind shall be asserted against any Party hereto or such Party's agents, whether arising out of contract, tort (including negligence), strict liability, or any other cause of or form of action, unless it is filed in a court of competent jurisdiction, or a demand for arbitration is made, within the applicable statute of limitations period for such Claim.

Section 13.11 NO RELEASE OF INSURERS. The provisions of this Article shall not be deemed or construed to release any insurer from its obligation to pay any insurance proceeds in accordance with the terms and conditions of valid and collectible insurance policies.

Section 13.12 SURVIVAL OF OBLIGATION. The duty to indemnify under this Article shall continue in full force and effect notwithstanding the expiration or termination of this Agreement, with respect to any loss, liability, damage or other expense based on facts or conditions which occurred prior to such termination.

Section 13.13 LIMITATION OF LIABILITY. For breach or default of any provision of this Agreement for which an express remedy or measure of damages is provided, such express remedy or measure of damages shall be the sole and exclusive remedy. Neither Party shall be liable to the other Party for consequential, incidental, punitive, exemplary or indirect damages, or lost profits. The limitations herein imposed on remedies and the measure of damages is without regard to the cause or causes related thereto, including the negligence of any Party, whether such negligence be sole, joint or concurrent, or active or passive. EXCEPT AS SET FORTH IN THE CONTRACT, THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SUBJECT MATTER OF THE CONTRACT.

ARTICLE XIV

DISPUTE RESOLUTION

Section 14.1 DISPUTE RESOLUTION. A dispute or controversy between or among any Party hereto regarding any matter relating to this Agreement shall be resolved in accordance with this Article except as otherwise provided in this Agreement.

Section 14.2 NOTICE OF DISPUTE AND INITIAL MEETING. If a dispute or controversy arises regarding any matter relating to this Agreement, any Party may send a written notice to any other Party identifying the nature and underlying facts of the dispute. Within thirty (30) days of the date written notice is delivered, a meeting between the Parties shall be held to attempt in good faith to negotiate a resolution of the dispute or controversy.

Section 14.3 MEDIATION. If the Parties have not succeeded in resolving the dispute or controversy at the initial meeting, or if the Parties have not held an initial meeting within thirty (30) days after the date of delivery of the written notice, the Parties may choose to proceed to mediation in accordance with this Paragraph. The Parties shall jointly appoint a mutually acceptable neutral person not affiliated with either Party (the "Mediator") to conduct the mediation. The fees of the Mediator shall be shared equally by the Parties. If the Parties are unable to agree upon the selection of a Mediator within twenty (20) days after the initial meeting, or if no initial meeting was held, within fifty (50) days after the delivery of the written notice required by Section 14.2, the Parties shall either request that the Brown County Circuit Court shall select the Mediator or, in the alternative, proceed with other forms of dispute resolution. In consultation with the Parties, the Mediator will select or devise the mediation procedure to be held in Brown County, Wisconsin, by which the Parties will attempt to resolve the dispute or controversy. In consultation with the Parties, the Mediator will also select a date and time for the mediation and a date by which the mediation will be completed. The Parties shall participate in good faith in the mediation to its conclusion as designated by the Mediator. If the Parties are not successful in resolving the dispute or controversy through the mediation, then the Parties may agree in writing to resolve the dispute by binding arbitration or, if no written agreement to resort to binding arbitration is reached by the Parties, the dispute may be resolved by litigation or other appropriate means.

Section 14.4 MEDIATION COSTS. Except as expressly provided herein, each Party shall bear its own costs associated with dispute resolution, including attorneys' fees and litigation expenses, unless such fees and expenses are awarded to the prevailing Party by a court or other Governmental Authority.

ARTICLE XV

NOTICES

Section 15.1 REQUIREMENT FOR NOTICES. All notices or communications provided for herein shall be in writing and shall be delivered to the Parties either in person or by United States mail via registered mail, return receipt requested, postage prepaid, addressed to the principal office thereof. Any action hereunder to be taken by any Party hereto may be evidenced by copy of official proceedings (including pertinent minutes, motions, resolutions, or ordinances) duly certified by the Parties' Clerk.

Section 15.2 NOTICES DEEMED DELIVERED. Unless expressly provided otherwise herein, all notices and other communications in connection with this Agreement shall be in writing, and shall be deemed delivered to the addressee thereof when delivered in person at the address set forth below, or three business days after deposit thereof in any main or branch United States post office, overnight express delivery, or mailed by United States registered mail or certified mail, postage prepaid, properly addressed to the Parties, respectively, as follows:

For notices and communications to Green Bay:

City of Green Bay
Office of Mayor
100 N. Jefferson Street
Green Bay, WI 54301

And

Green Bay Water Utility
Attn: General Manager
631 So. Adams Street
Green Bay, WI 54301

For notice and communications to Hobart:

Village of Hobart
Village President
2990 South Pine Tree Road
Hobart, WI 54155

And

Village of Hobart
Village Administrator
2990 South Pine Tree Road
Hobart, WI 54155

For notices and communications to Pulaski:

Village of Pulaski
Village President
585 E Glenbrook Dr
Pulaski, Wisconsin 54162

And

Village of Pulaski
Village Clerk
585 E Glenbrook Dr
Pulaski, Wisconsin 54162

Section 15.3 CHANGE OF ADDRESS. By notice complying with the foregoing requirements of this Section, each Party shall have the right to change the address or addressee, or both, for all future notices and communications to such party, but no notice of a change of address shall be effective until actually received.

ARTICLE XVI

REPRESENTATIONS AND WARRANTIES, OPINIONS, COOPERATION

Section 16.1 REPRESENTATIONS AND WARRANTIES OF PULASKI. Pulaski represents and warrants:

- (a) That Pulaski is a political subdivision and body public and corporate of the State of Wisconsin and is fully authorized and empowered under the laws of the State of Wisconsin to enter into this Agreement and to perform its obligations hereunder,
- (b) That no consent, order, waiver or any other action by any person, board or body, public or private, is required as of the date of execution of this Agreement for Pulaski to enter into this Agreement and to perform its obligations hereunder,
- (c) That there is no action, suit or proceeding at law or in equity or by or before any Governmental Authority pending or threatened against or affecting Pulaski or the Pulaski Waterworks System which seeks to prohibit, restrain or enjoin Pulaski

from entering into or complying with its obligations contained in this Agreement, including payment obligations to the Green Bay Water Utility, and/or Hobart, or in any way affects or questions the validity or enforceability of this Agreement, or which would in any way materially adversely affect Pulaski's ability to carry out the transactions contemplated by and under this Agreement,

(d) That this Agreement has been duly and validly authorized, executed and delivered by Pulaski and constitutes a legal, valid and binding obligation of Pulaski enforceable against it in accordance with its terms, and

(e) That the execution and delivery of this Agreement and compliance by Pulaski with its terms will not conflict with, or constitute on the part of Pulaski a breach of or a default under, any existing statute, law, governmental rule, regulation, decree, resolution, ordinance, charter or order, or any agreement, indenture, mortgage, lease or instrument to which Pulaski is subject or by which it is or its properties are or may be bound.

Section 16.2 REPRESENTATIONS AND WARRANTIES OF GREEN BAY. Green Bay represents and warrants:

(a) That Green Bay is a political subdivision and municipal corporation of the State of Wisconsin and is fully authorized and empowered under the laws of the State of Wisconsin to enter into this Agreement and to perform its obligations hereunder,

(b) That no consent, order, waiver or any other action by any person, board or body, public or private, is required as of the date of execution of this Agreement by Green Bay for Green Bay to enter into this Agreement and to perform its obligations hereunder,

(c) That there is no action, suit or proceeding at law or in equity or by or before any Governmental Authority pending or threatened against or affecting Green Bay, the Green Bay Water Utility or the Green Bay Waterworks System which seeks to prohibit, restrain or enjoin Green Bay or the Green Bay Water Utility from entering into or complying with its obligations contained in this Agreement or in any way affects or questions the validity or enforceability of this Agreement, or in any way might materially adversely affect Green Bay's ability to carry out the transactions contemplated by this Agreement,

(d) That this Agreement has been duly and validly authorized, executed and delivered by Green Bay and constitutes a legal, valid and binding obligation of Green Bay and the Green Bay Water Utility enforceable against them in accordance with its terms, and

(e) That the execution and delivery of this Agreement and compliance by Green Bay and the Green Bay Water Utility with its terms will not conflict with or constitute on the part of Green Bay or the Green Bay Water Utility a breach of or a default under any existing statute, law, governmental rule, regulation, decree, resolution, ordinance, charter or order, or any agreement, indenture, mortgage, lease or instrument to which Green Bay or the Green Bay Water Utility are subject or by which it is or its properties are or may be bound.

(f) That the Green Bay Water Utility will only use the funds derived from the sale of water hereunder for water related operations within the Green Bay Waterworks System.

Section 16.3 REPRESENTATIONS AND WARRANTIES OF HOBART. Hobart represents and warrants:

(a) That Hobart is a political subdivision and municipal corporation of the State of Wisconsin and is fully authorized and empowered under the laws of the State of Wisconsin to enter into this Agreement and to perform its obligations hereunder,

(b) That no consent, order, waiver or any other action by any person, board or body, public or private, is required as of the date of execution of this Agreement by Hobart to enter into this Agreement and to perform its obligations hereunder,

(c) That there is no action, suit or proceeding at law or in equity or by or before any Governmental Authority pending or threatened against or affecting Hobart or the Hobart Waterworks System which seeks to prohibit, restrain or enjoin Hobart from entering into or complying with its obligations contained in this Agreement or in any way affects or questions the validity or enforceability of this Agreement, or in any way might materially adversely affect Hobart's ability to carry out the transactions contemplated by this Agreement,

(d) That this Agreement has been duly and validly authorized, executed and delivered by Hobart and constitutes a legal, valid and binding obligation of Hobart enforceable against them in accordance with its terms, and

(e) That the execution and delivery of this Agreement and compliance by Hobart with its terms will not conflict with or constitute on the part of Hobart a breach of or a default under any existing statute, law, governmental rule, regulation, decree, resolution, ordinance, charter or order, or any agreement, indenture, mortgage, lease or instrument to which Hobart is subject or by which it is or its properties are or may be bound.

Section 16.4 OPINIONS AS TO VALIDITY. Concurrent with the execution and delivery of this Agreement, each Party shall furnish the other Party with an opinion by an attorney or firm of attorneys stating that based upon such attorney's knowledge and due

investigation, such Party's representations and warranties in Section 16.1, Section 16.2 or Section 16.3, as applicable, are true, correct and accurate as of the Effective Date hereof.

Section 16.5 MUTUAL COOPERATION. The Parties agree that they are bound by the covenants of good faith and fair dealing and further agree to cooperate with each other and to diligently ensure the performance of their respective obligations under this Agreement. Unless expressly provided otherwise in this Agreement, where the Agreement requires the consent, approval, or similar action by a party, such consent, approval, or other similar action shall not be unreasonably withheld, conditioned, or delayed, and wherever the Agreement gives a party a right or obligation to determine, require, specify, or take similar action with respect to a matter, such determination, requirement, specification, or similar action shall be reasonable and timely.

Section 16.6 COOPERATION IN CONSTRUCTION. The Parties shall cooperate with each other in the construction of the facilities required to be constructed by the Parties hereto for the Green Bay Water Utility to provide wholesale water service to Pulaski in the manner contemplated hereunder. Pulaski shall, if necessary, grant without charge to the Green Bay Water Utility and Hobart any reasonably required construction easements and any easements necessary for portions of the Green Bay Waterworks System or the Hobart Waterworks System to be located on property of Pulaski or property over which Pulaski has access rights including that related to the Interconnection Facilities, provided that the Green Bay Water Utility and Hobart agrees to restore the easement property in a reasonable manner after construction and further provided that the Green Bay Water Utility and Hobart shall, as may apply, maintain the easement property necessary for portions of the Green Bay Waterworks System or the Hobart Waterworks System to be located within the Pulaski corporate municipal boundary or for such property as Pulaski shall have easement or other access rights in connection with the operation of the Interconnection Facilities. Similarly, the Green Bay Water Utility and/or Hobart shall, if necessary, grant without charge to Pulaski any reasonably required construction easements and any easements necessary for portions of the Pulaski Waterworks System to be located on either Green Bay or Hobart property, provided Pulaski agrees to restore the easement property in a reasonable manner after construction further provided that the Green Bay Water Utility or Hobart shall maintain the easement property necessary for portions of the Pulaski Waterworks System to be located within the corporate municipal boundary of either Green Bay or Hobart.

ARTICLE XVII

GOVERNMENTAL AUTHORITY APPROVALS

Section 17.1 PSC APPROVAL AND DECLARATION OF AGREEMENT AS REASONABLE AND PRUDENT. The performance of Green Bay, the Green Bay Water Utility and Hobart is contingent upon receiving PSC approval of this Agreement in the form of a declaratory

ruling and/or other appropriate PSC order, that this Agreement is reasonable, prudent and in the public interest. Such PSC approval shall include, among other approvals:

- (a) Approval of the rate to be charged by the Green Bay Water Utility to Pulaski as contemplated under Article VII for the term of this Agreement,
- (b) A declaration that the Green Bay Water Utility shall have no obligation to provide any service to Pulaski or to any other retail or wholesale customer of the Pulaski except as contemplated by this Agreement,
- (c) Approval of the Conveyance Charge to be charged by Hobart for the transmission and transportation of Potable Water from Green Bay to Pulaski through the Hobart Waterworks System.
- (d) Approval of all of the Parties' rights, duties and obligations hereunder.
- (e) The acceptability of any such PSC approvals obtained shall be determined by Green Bay and Hobart in their respective sole discretions.

Section 17.2 GOVERNMENTAL AUTHORITY APPROVALS FOR GREEN BAY. The Green Bay Water Utility shall apply to the PSC for certificates of authority for all Capital Projects listed on ATTACHMENT "A" as being required prior to the commencement of wholesale water service hereunder. The Green Bay Water Utility shall also apply for all other Governmental Authority approvals necessary prior to the commencement of service hereunder. The Green Bay Water Utility shall use its best efforts to file such applications as soon as practicable. Hobart and Pulaski shall be allowed to review and comment on such applications before they are submitted and will support the applications as reasonably necessary.

Section 17.3 GOVERNMENTAL AUTHORITY APPROVALS FOR HOBART. Hobart shall apply to the PSC for certificates of authority or other approvals necessary to permit use of the Hobart Waterworks System for the transmission and transport of Potable Water from Green Bay to Pulaski as contemplated by this Agreement and for the approval of a Conveyance Charge as provided in Section 7.5 hereof. Hobart shall use its best efforts to file such applications as soon as practicable. The Green Bay Water Utility and Pulaski shall be allowed to review and comment on such applications before they are submitted and will support the applications as reasonably necessary.

Section 17.4 GOVERNMENTAL AUTHORITY APPROVALS FOR PULASKI. Pulaski shall apply to the PSC for certificates of authority for the construction of any facilities or improvements to the Pulaski Waterworks System required prior to the commencement of wholesale water service hereunder. Pulaski shall also apply for and obtain all other Governmental Authority approvals necessary prior to the commencement of service hereunder. Pulaski shall use its best efforts to file such applications as soon as practicable. The Green Bay Water Utility and Hobart shall be allowed to review and comment on such

applications before they are submitted and will support the applications as reasonably necessary.

Section 17.5 LATER GOVERNMENTAL AUTHORITY APPROVALS. After the Green Bay Water Utility has commenced providing wholesale water service hereunder, the Parties hereto shall, from time to time when necessary, seek all other Governmental Authority approvals necessary for the continued satisfaction of their respective obligations arising hereunder. Each Party shall be allowed to review and comment on the other Party's applications before they are submitted and will support the other Party's applications as reasonably necessary.

ARTICLE XVIII

EFFECTIVE DATE; TERM OF CONTRACT; TERMINATION

Section 18.1 EFFECTIVE DATE. This Agreement shall become effective on the day and year first written above (the "Effective Date"). The obligation of Green Bay and the Green Bay Water Utility to deliver Potable Water under this Agreement and of Hobart to transport and transmit Potable Water hereunder, however, shall not begin until the date established under Section 8.1.

Section 18.2 TERM OF CONTRACT. The term of this Agreement shall run from the Effective Date to 11:59:59 p.m. on December 31, 2045, at which time this Agreement shall automatically renew in accordance with Section 18.3; provided, however, that this Agreement shall terminate on or upon the earliest of any of the following dates or events:

- (a) Upon three (3) months written notice provided by either Green Bay or Hobart to Pulaski in the event that Pulaski at any time fails to fully satisfy its obligations under Sections 6.1, 6.2, 6.3, 6.4, 6.5, 8.2, 11.1, 11.3, 11.5, 11.7 and/or 11.8; provided, however, that such termination shall not modify any obligations of the Parties arising prior to such termination, including, without limitation, those obligations set forth in Sections 6.1 through 6.4, 8.2 and 11.4, and further provided that if Pulaski cures all such defaults with thirty (30) days of receiving such written notice from Green Bay or Hobart, then such written notice shall be considered withdrawn and the Agreement shall remain in full force and effect.

- (b) Upon three (3) years written notice provided by Green Bay or Hobart to Pulaski in the event that the PSC takes any action inconsistent with the PSC approvals and rulings obtained by the Parties as contemplated under Article XVII; provided, however, that such termination shall not modify any obligations of the Parties arising prior to such termination, including, without limitation, those obligations arising under Sections 6.1 through 6.4, 8.2 and 11.4.

Section 18.3 AUTOMATIC RENEWAL OF TERM. Unless terminated earlier as otherwise contemplated herein, beginning January 1, 2046 this Agreement shall automatically renew on an annual basis and the provision of service to Pulaski hereunder by Green Bay and Hobart shall remain subject to all applicable terms and conditions herein, including, without limitation, Section 7.5, unless, on or before March 31 of any Fiscal Year, Pulaski informs Green Bay and Hobart in writing that it wishes to terminate the Agreement effective as of 11:59 p.m. on December 31 of such Fiscal Year. In the event of such termination notice, the Parties agree to make all necessary filings with the PSC in order to effectuate such Agreement termination on a mutually satisfactory basis.

ARTICLE XIX

MISCELLANEOUS PROVISIONS

Section 19.1 GOVERNING LAW AND VENUE. This Agreement and the rights of the Parties hereunder shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. All actions involving breach of this Agreement shall be venued in Brown County, Wisconsin.

Section 19.2 REGULATORY BODIES. The Parties through this Agreement seek to exercise and maintain all rights granted to them under and through the Constitution and laws of the State of Wisconsin. This Agreement shall be subject to all valid rules, regulations, and laws applicable hereto passed or promulgated by the United States of America, the State of Wisconsin, or any Governmental Authority having lawful jurisdiction; provided, however, that this clause shall not be construed as waiving the right of either Party to challenge the validity of such rule, regulation, or law on any basis, including the impairment of this Agreement.

Section 19.3 COMPLIANCE WITH LAWS AND ORDERS. In the event that any state or federal law or regulation, or any order issued by a Governmental Authority, prohibits one or both of the Parties from honoring any provision of this Agreement, or any part thereof, the Parties shall promptly meet to discuss how they might satisfy the intent of this Agreement by alternative means. If, under such circumstances and after good faith negotiations, the Parties are unable to reach a mutually acceptable written agreement to satisfy the intent of the Agreement, then this Agreement shall be null and void and of no further legal effect.

Section 19.4 LACK OF SEVERABILITY IN ABSENCE OF WRITTEN AMENDMENT. In the event that any provision of this Agreement, or any part thereof, is held by a court of competent jurisdiction or determined by the PSC or any other Governmental Authority to be invalid, ineffective or unenforceable, and in the reasonable opinion of either Party such event invalidates the purpose or intent of this Agreement, then the balance of this Agreement shall survive only to the extent that the Parties agree, in writing, to a mutually-satisfactory amendment by which they are able to satisfy the intent of this Agreement by

alternative means. If, under such circumstances and after good faith negotiations, the Parties are unable to reach such a mutually acceptable written amendment to satisfy the intent of the Agreement, then this Agreement shall be null and void and of no further legal effect.

Section 19.5 CHANGES IN LAWS. Unless otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules, or regulations shall include such laws, ordinances, rules, or regulations as they may be amended or modified from time-to-time hereafter.

Section 19.6 ENTIRE AGREEMENT. This Agreement, including the Attachments hereto, contains the entire agreement between the Parties with respect to the transactions contemplated by this Agreement and matters related thereto, and does hereby supersede and render null and void and of no further force or effect any and all prior agreements, drafts of agreements and understandings between the Parties.

Section 19.7 ACCOUNTING AND AUDIT. The Parties shall have the right throughout the term of this Agreement, upon reasonable prior notice, to audit the other Party's books and records to the limited extent necessary to verify the basis for any claim by either of the Parties for payments hereunder or to determine the other Party's compliance with the terms of this Agreement. The audited Party shall make such records available at its office during normal business hours and the auditing Party shall reimburse the other Party for reasonable costs incurred by the audited Party by the audit, as supported by appropriate documentation.

Section 19.8 INTERPRETATION. This Agreement shall be interpreted as though jointly drafted by the Parties.

Section 19.9 HEADINGS. The headings, titles or captions contained in this Agreement have been inserted only as a matter of convenience and for reference, and such captions in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

Section 19.10 ATTACHMENTS The Attachment attached hereto is, by this reference, incorporated herein. In case of any conflict between an Attachment to the Agreement and the text of this Agreement, the text of this Agreement shall control.

Section 19.11 NO THIRD-PARTY BENEFICIARIES. Except as otherwise explicitly provided by this Agreement, this Agreement does not create any third-party benefits to any person or entity other than the Parties and is solely for the consideration herein expressed.

Section 19.12 SUCCESSORS. This Agreement shall benefit and be binding upon the Parties' successors and permitted assigns.

Section 19.13 FURTHER ACTION. Each of the Parties agrees from time to time to execute and deliver such further instruments, and to take such further action not

inconsistent with the provision of this Agreement, as may reasonably be necessary in order to fully perform and carry out the terms and intent of the Agreement.

Section 19.14 AMENDMENTS. This Agreement may not be modified or amended except by a written instrument executed by the Parties hereto.

Section 19.15 TIME IS OF THE ESSENCE. Time is of the essence in the performance of all terms and provisions of this Agreement.

Section 19.16 EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized officers and representatives set their hands and affixed their seals on the date set forth below.

Dated: _____ CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

Attest:

By: _____
Celestine Jeffreys, Clerk

Dated: _____ GREEN BAY WATER COMMISSION

By: _____
John C. Heugel President

Attest:

By: _____
Tom Karman, Secretary-Treasurer

Dated: _____

VILLAGE OF HOBART

By: _____
Richard Heidel, Village President

Attest:

By: _____
Lisa Vanden Heuvel, Clerk

Dated: _____

VILLAGE OF PULASKI

By: _____
Keith Chambers, Village President

Attest:

By: _____
Jessica Giese, Deputy Clerk

**CITY OF GREEN BAY,
VILLAGES OF HOBART AND PULASKI
WHOLESALE WATER SERVICE AGREEMENT**

ATTACHMENT "A"

CAPITAL PROJECTS

YEAR 2025: Projected cost of design and construction of a booster station; pressure control station; 8.25 miles of 20-inch transmission main; and associated chlorination equipment, meters, pumps, and valves: \$15,373,913.00 (estimated). This cost is projected to cover all infrastructure; including but not limited to the two stations, treatment applications, construction of a 20-inch transmission main between the Hobart / Pulaski Point of Delivery and the Pulaski Point of Delivery, and all related fittings, valves, and engineering.

AID IN CONSTRUCTION

Green Bay Water Utility shall contribute the sum of \$1,330,000.00 to the Village of Pulaski as a non-repayable grant, when, after the award of construction, Pulaski has issued the notice to proceed. These funds will be used by Pulaski for capital expenses associated with this Project.

POINTS OF DELIVERY

1. GREEN BAY / HOBART: 12-inch water main on Hillcrest Drive at the center of Duck Creek.
2. HOBART / PULASKI: Intersection of North Overland Road and Centerline Drive in Hobart.
3. PULASKI: Intersection of County "B" and Corporate Way in Pulaski.

MINIMUM DAY WATER DEMAND (PULASKI): Equal to an average daily use per calendar year of Three Hundred Thousand (300,000) Gallons Per Day.

MAXIMUM DAY WATER DEMAND (PULASKI): One Million Seventy Five Thousand (1,075,000) Gallons.

INITIAL VOLUME RATE: Wholesale Water Service shall be furnished to Pulaski by the Green Bay Water Utility at the initial volume rate of \$2.98 per thousand gallons, subject to any intervening PSC rate increases.

HOBART WATER CONVEYANCE CHARGE The initial fee to be charged to Pulaski by Hobart for the transmission of potable water from the Green Bay Water Utility to Pulaski through the Hobart Waterworks System as a Water Conveyance Charge shall be at the initial volume rate of \$0.50 per thousand gallons.

GREEN BAY WATER
CASH POSITION
June 30, 2024 & 2025

	6/30/2024	6/30/2025
UNRESTRICTED CURRENT ASSETS		
Cash & Investments - Operation & Maintenance		
Local Govt. Investment Pool	\$ 114,002	\$ 119,493
Associated Bank Checking	10,312,181	10,240,517
Working Cash Funds - Petty Cash	1,700	1,700
Total Cash & Investments - Operation & Maintenance	10,427,883	10,361,710
RESTRICTED CURRENT ASSETS		
Cash & Investments - Restricted		
Certificates of Deposit - Bond Redemption	3,140,000	2,790,000
Associated Bank Money Market Account - Bond Redemption	2,331	2,416
Associated Bank Checking - Private Service Replacement	58,068	41,684
Total Cash & Investments - Restricted	3,200,399	2,834,100
RESTRICTED LONG-TERM ASSETS		
Cash & Investments - Debt Reserve		
Associated Trust Money Market	667,564	1,726,373
Associated Trust Certificates of Deposit	480,627	-
Associated Trust Municipal Bonds	5,649,866	4,717,934
Total Cash & Investments - Debt Reserve	6,798,057	6,444,307
 TOTAL CASH POSITION	 \$ 20,426,339	 \$ 19,640,117

GREEN BAY WATER
BALANCE SHEET
June 30, 2024 & 2025

	<u>6/30/2024</u>	<u>6/30/2025</u>
ASSETS		
Current Assets		
Unrestricted Current Assets		
Cash & Investments - Operating & Maintenance	\$ 10,427,883	\$ 10,361,710
Accounts Receivable - Customer Accounts	11,940,698	13,764,979
Accounts Receivable - Leases	-	63,938
Inventories	817,003	875,146
Prepaid Items	31,141	83,467
Total Unrestricted Current Assets	23,216,725	25,149,240
Restricted Current Assets		
Cash & Investments - Bond Redemption Fund	3,142,331	2,792,416
Interest Receivable	27,481	18,787
Cash & Investments - Private Service Replacement Fund	58,068	41,684
Accounts Receivable - Grants	55,682	-
Total Restricted Current Assets	3,283,562	2,852,887
Total Current Assets	26,500,287	28,002,127
Noncurrent Assets		
Restricted Assets		
Cash & Investments - Debt Reserve Fund	6,798,057	6,444,307
Accrued Interest	57,499	37,644
Total Restricted Assets	6,855,556	6,481,951
Other Assets		
Unamortized Ashwaubenon Booster	920,173	788,720
Unamortized Wrightstown Grant	363,975	332,325
Long-term Receivable - Leases	-	2,556,578
Total Other Assets	1,284,148	3,677,623
Capital Assets		
Property, Plant & Equipment	259,609,786	267,338,867
Less: Accumulated Depreciation	(111,136,438)	(116,460,570)
Net Property, Plant & Equipment	148,473,348	150,878,297
Construction in Progress	638,122	1,156,013
Total Capital Assets	149,111,470	152,034,310
Total Noncurrent Assets	157,251,174	162,193,884
TOTAL ASSETS	183,751,461	190,196,011
DEFERRED OUTFLOWS OF RESOURCES		
Unamortized Loss on Advanced Refunding	181,307	128,217
Deferred Outflows - Pension	8,875,731	6,829,962
Total Deferred Outflows of Resources	9,057,038	6,958,179

GREEN BAY WATER
BALANCE SHEET
June 30, 2024 & 2025

	<u>6/30/2024</u>	<u>6/30/2025</u>
LIABILITIES		
Current Liabilities		
Accounts Payable	\$ 400,702	\$ 197,175
Sewer Collections Payable	6,861,373	7,515,677
Storm Water Collections Payable	3,129,562	3,408,696
Accrued Payroll Taxes	68,637	71,644
Accrued Payroll, Vacation & Sick Leave Pay	495,636	576,691
Accrued Taxes	1,192,564	1,140,897
Payable from Restricted Assets		
Current Portion of Long - Term Debt	4,415,000	3,910,000
Accrued Interest	215,021	195,271
Total Current Liabilities	16,778,495	17,016,051
Long - term Obligations, Less Current Portion		
Revenue Bonds - Net of Premiums & Discounts	33,100,682	28,752,126
Accrued Vacation & Sick Leave Pay	201,769	272,235
Net Pension Liability	1,390,540	389,100
Total Long-term Liabilities	34,692,991	29,413,461
TOTAL LIABILITIES	51,471,486	46,429,512
DEFERRED INFLOWS OF RESOURCES		
Deferred Inflows - Pension	6,665,467	5,487,167
Deferred Inflows - Leases	-	2,620,516
DEFERRED INFLOWS OF RESOURCES	6,665,467	8,107,683
NET POSITION		
Contributed Capital - City of Green Bay	744,232	744,232
Net Investment in Capital Assets	111,777,096	119,500,402
Restricted	9,924,096	9,139,567
Unrestricted	12,226,122	13,232,794
TOTAL NET POSITION	\$ 134,671,546	\$ 142,616,995

GREEN BAY WATER

Statement of Revenues, Expenses and Changes in Net Position Month Ended June 30, 2024 & 2025

	<u>6/30/24</u>	<u>6/30/25</u>
OPERATING REVENUES		
Charges for services	\$ 10,895,118	\$ 13,237,139
Other	853,763	1,116,902
	<hr/>	<hr/>
Total operating revenues	11,748,881	14,354,041
	<hr/>	<hr/>
OPERATING EXPENSES		
Operation and maintenance	5,475,455	5,809,902
Depreciation	2,645,544	2,790,852
	<hr/>	<hr/>
Total operating expenses	8,120,999	8,600,754
	<hr/>	<hr/>
Operating income	3,627,882	5,753,286
	<hr/>	<hr/>
NONOPERATING REVENUES (EXPENSES)		
Interest income	484,542	458,331
Grant revenue	51,132	-
Grant expense	(51,132)	-
Miscellaneous income	166,676	227,404
Interest and fiscal charges	(645,063)	(585,812)
Amortization of debt premium net of discounts	226,380	294,845
Amortization of loss on advance refundings	(45,398)	(90,361)
	<hr/>	<hr/>
Total nonoperating revenues (expenses)	187,137	304,406
	<hr/>	<hr/>
Income before contributions and transfers	3,815,019	6,057,692
	<hr/>	<hr/>
Capital contributions	11,575	6,021
Transfers out - tax equivalent	(1,367,787)	(1,333,900)
	<hr/>	<hr/>
Change in net position	2,458,807	4,729,815
	<hr/>	<hr/>
Net position - January 1	132,212,739	137,887,180
	<hr/>	<hr/>
Net position - June 30	\$ 134,671,546	\$ 142,616,995
	<hr/> <hr/>	<hr/> <hr/>

GREEN BAY WATER

JUNE 2025 REVENUE BUDGET REPORT

FOR 2025 06

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD REVENUE		AVAILABLE BUDGET	PCT USED
610 WATER UTILITY							
415000 MERCH & JOBBING REV	355,000	0	355,000	180,070.00	.00	174,930.00	50.7%
419900 INT INCOME-OPER FUND	600,000	0	600,000	247,735.67	.00	352,264.33	41.3%
419911 INT INC-BOND REDEMPTION	50,000	0	50,000	27,061.02	.00	22,938.98	54.1%
419920 INT INC-DEBT RESERVE	175,000	0	175,000	116,409.94	.00	58,590.06	66.5%
419925 UNREALIZED GAIN/LOSS DEBT RE	50,000	0	50,000	67,125.40	.00	-17,125.40	134.3%
420000 GRANT REVENUE	236,250	0	236,250	.00	.00	236,250.00	.0%
421000 MISC NON-OPERATING INC	300,000	0	300,000	6,021.38	.00	293,978.62	2.0%
429440 AMORT PREM-GB-2004	124,305	0	124,305	62,152.68	.00	62,152.32	50.0%
429443 AMORT PREM ASH-2004	12,625	0	12,625	6,312.48	.00	6,312.52	50.0%
429460 AMORT PREM-GB-2014	82,167	0	82,167	41,083.44	.00	41,083.56	50.0%
429463 AMORT PREM-ASH-2014	8,345	0	8,345	4,172.58	.00	4,172.42	50.0%
429470 AMORT PREM-GB-2019	313,470	0	313,470	156,735.18	.00	156,734.82	50.0%
429473 AMORT PREM-ASH-2019	31,837	0	31,837	15,918.72	.00	15,918.28	50.0%
429480 AMORT PREM-GB-2021	16,940	0	16,940	8,470.02	.00	8,469.98	50.0%
461508 METERED RESIDENTIAL	5,850,000	0	5,850,000	3,114,810.48	.00	2,735,189.52	53.2%
461558 METERED COMMERCIAL	2,400,000	0	2,400,000	1,119,184.80	.00	1,280,815.20	46.6%
461608 METERED INDUSTRIAL	7,200,000	0	7,200,000	3,512,160.52	.00	3,687,839.48	48.8%
461658 METERED APARTMENT < 3 UNITS	2,735,000	0	2,735,000	1,398,988.53	.00	1,336,011.47	51.2%
461708 METERED MULTI FAMILY	1,700,000	0	1,700,000	857,782.22	.00	842,217.78	50.5%
461758 METERED RESTAURANT	205,000	0	205,000	97,575.24	.00	107,424.76	47.6%
461808 METERED MUNICIPAL	500,000	0	500,000	240,987.31	.00	259,012.69	48.2%
462000 PRIVATE FIRELINES	220,000	0	220,000	56,526.42	.00	163,473.58	25.7%
463000 PUBLIC FIRE PROTECTION	1,570,000	0	1,570,000	813,547.43	.00	756,452.57	51.8%
466003 SALES FOR RESALE-ASH	3,700,000	0	3,700,000	1,674,449.02	.00	2,025,550.98	45.3%
466004 SALES FOR RESALE-SCOTT	95,000	0	95,000	38,953.46	.00	56,046.54	41.0%
466005 SALES FOR RESALE-HOBART	450,000	0	450,000	204,943.69	.00	245,056.31	45.5%
466006 SALES FOR RESALE-WRIGHTSTOWN	210,000	0	210,000	107,229.55	.00	102,770.45	51.1%
470000 LATE PAYMENT PENALTIES	140,000	0	140,000	43,752.07	.00	96,247.93	31.3%
471000 TURN ON & SET REVENUE	120,000	0	120,000	47,334.00	.00	72,666.00	39.4%
472000 RENT-CELL TOWERS	115,051	0	115,051	62,251.09	.00	52,799.91	54.1%
472010 RENT-ADDITIONAL METERS	24,000	0	24,000	9,978.41	.00	14,021.59	41.6%
472020 RENT - LAND	1,800	0	1,800	2,437.50	.00	-637.50	135.4%
474000 OTHER WATER REVENUE-MISC	1,500	0	1,500	181,499.79	.00	-179,999.79*****	(1)
474010 RETURN ON METER INVEST	102,500	0	102,500	.00	.00	102,500.00	.0%
474020 REBATES	33,000	0	33,000	18,186.33	.00	14,813.67	55.1%
474030 PRIVATE WELL PERMITS	500	0	500	100.00	.00	400.00	20.0%
474040 SALE OF SCRAP	10,000	0	10,000	2,246.40	.00	7,753.60	22.5%
474050 TITLE COMPANY LETTERS	2,000	0	2,000	900.00	.00	1,100.00	45.0%
474070 MISSED APPOINTMENT CHARGE	700	0	700	550.00	.00	150.00	78.6%
476000 SEWER REIMB FROM CITY	1,125,000	0	1,125,000	562,500.00	.00	562,500.00	50.0%
476100 STORM REIMB FROM CITY	465,000	0	465,000	232,500.00	.00	232,500.00	50.0%

CITY OF GREEN BAY

JUNE 2025 REVENUE BUDGET REPORT

FOR 2025 06							
	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD REVENUE		AVAILABLE BUDGET	PCT USED
TOTAL WATER UTILITY	31,331,990	0	31,331,990	15,340,642.77	.00	15,991,347.23	49.0%
GRAND TOTAL	31,331,990	0	31,331,990	15,340,642.77	.00	15,991,347.23	49.0%
** END OF REPORT - Generated by Stephanie Rogers **							

(1) PFAS Settlement payment

GREEN BAY WATER

JUNE 2025 EXPENSE BUDGET REPORT

FOR 2025 06

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
610 WATER UTILITY							
1630 STORES EXPENSE	95,615	0	95,615	43,118.81	.00	52,496.19	45.1%
1840 CLEARING ACCOUNTS	637,563	0	637,563	-257,607.54	.00	895,170.54	-40.4%
4030 DEPRECIATION EXPENSE	5,512,113	0	5,512,113	2,790,852.00	.00	2,721,261.00	50.6%
4050 AMORTIZATION OF OTHER PLANT	131,453	0	131,453	65,726.64	.00	65,726.36	50.0%
4080 TAXES	2,852,581	0	2,852,581	1,333,900.16	.00	1,518,680.84	46.8%
4160 MERCHANDISING & JOBBING EXP	264,137	0	264,137	108,499.88	.00	155,637.12	41.1%
4260 OTHER INCOME DEDUCTIONS	460,321	0	460,321	.00	.00	460,321.00	.0%
4270 INTEREST ON LONG-TERM DEBT	1,164,625	0	1,164,625	585,812.46	.00	578,812.54	50.3%
4280 AMORTIZATION OF DEBT DISCOUNT	180,723	0	180,723	90,361.20	.00	90,361.80	50.0%
6020 PURCHASED WATER	10,800	0	10,800	2,337.10	.00	8,462.90	21.6%
6130 MAINTENANCE OF INTAKES	73,000	0	73,000	179,705.05	71,270.00	-177,975.05	343.8% (1)
6160 MAINTENANCE OF SUPPLY MAINS	122,184	0	122,184	62,014.86	.00	60,169.14	50.8%
6200 PUMP OPS SUPERVISION & ENG	109,708	0	109,708	54,640.97	.00	55,067.03	49.8%
6230 FUEL OR POWER FOR PUMPING	976,880	0	976,880	381,665.62	.00	595,214.38	39.1%
6240 PUMP LABOR & EXPENSES	66,304	0	66,304	18,225.30	.00	48,078.70	27.5%
6260 MISC PUMPING EXPENSE	109,376	0	109,376	33,350.66	.00	76,025.34	30.5%
6300 PUMP MAINT SUPERVISION & ENG	34,456	0	34,456	21,476.01	.00	12,979.99	62.3%
6310 PUMP MAINT OF STRUCTURES	235,348	31,800	267,148	108,089.72	31,800.00	127,258.28	52.4%
6320 PUMP MAINT OF POWER PROD EQUIP	72,500	0	72,500	190.77	.00	72,309.23	.3%
6330 MAINT OF PUMPING EQUIP	548,781	0	548,781	149,909.35	.00	398,871.65	27.3%
6400 TREATMENT OPS SUPERVIS & ENG	94,928	0	94,928	44,743.87	.00	50,184.13	47.1%
6410 CHEMICALS	594,000	0	594,000	271,597.44	.00	322,402.56	45.7%
6420 WATER TREATMENT OPERATIONS EXP	794,909	0	794,909	332,137.38	.00	462,771.62	41.8%
6430 MISC WATER TREATMENT EXP	181,881	0	181,881	80,865.59	.00	101,015.41	44.5%
6500 TREATMENT MAINT SUPERVIS & ENG	37,672	0	37,672	19,064.39	.00	18,607.61	50.6%
6510 TREATMENT MAINT OF STRUCTURES	376,586	0	376,586	8,791.82	.00	367,794.18	2.3%
6520 MAINT OF TREATMENT EQUIP	267,976	0	267,976	66,672.20	991.73	200,312.07	25.2%
6600 TRANS & DIST OPS SUP & ENG	287,048	0	287,048	143,435.03	.00	143,612.97	50.0%
6620 TRANS & DIST LINES EXPENSE	254,483	0	254,483	113,697.26	.00	140,785.74	44.7%
6630 METER EXPENSE	233,786	550	234,336	139,150.80	.00	95,185.20	59.4%
6640 CUSTOMER INSTALLATION EXP	607,103	0	607,103	134,099.36	.00	473,003.64	22.1%
6650 MISC TRANS & DIST EXPENSES	588,279	-550	587,729	242,705.26	.00	345,023.74	41.3%
6720 MAINT OF DIST RES & STANDPIPES	466,706	23,500	490,206	-14,215.21	23,500.00	480,921.21	1.9%
6730 MAINT OF TRANS & DIST MAINS	1,424,103	0	1,424,103	654,146.99	.00	769,956.01	45.9%
6750 MAINT OF SERVICES	749,171	0	749,171	309,320.98	.00	439,850.02	41.3%
6760 MAINT OF METERS	91,108	0	91,108	25,104.52	.00	66,003.48	27.6%
6770 MAINT OF HYDRANTS	243,398	0	243,398	160,262.31	.00	83,135.69	65.8%
9020 METER READING EXPENSE	72,211	0	72,211	36,709.27	.00	35,501.73	50.8%
9030 CUSTOMER RECORDS & COLLECTION	999,752	0	999,752	590,443.64	.00	409,308.36	59.1%
9040 UNCOLLECTIBLE ACCOUNTS	2,000	0	2,000	12,345.34	.00	-10,345.34	617.3% (2)

GREEN BAY WATER

JUNE 2025 EXPENSE BUDGET REPORT

FOR 2025 06

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
9060 CUSTOMER SERVICE & INFORMATION	78,817	0	78,817	42,332.93	.00	36,484.07	53.7%
9200 ADMIN & GENERAL SALARIES	822,335	0	822,335	412,434.22	.00	409,900.78	50.2%
9210 OFFICE SUPPLIES & EXPENSES	94,600	0	94,600	41,583.26	.00	53,016.74	44.0%
9230 OUTSIDE SERVICES EMPLOYED	635,006	0	635,006	48,603.69	.00	586,402.31	7.7%
9240 PROPERTY INSURANCE	122,509	0	122,509	107,226.96	.00	15,282.04	87.5%
9250 INJURIES & DAMAGES	57,903	0	57,903	11,048.57	.00	46,854.43	19.1%
9260 EMPLOYEE PENSIONS & BENEFITS	1,394,346	0	1,394,346	632,896.19	.00	761,449.81	45.4%
9280 REGULATORY COMMISSION EXP	10,000	0	10,000	4,534.74	.00	5,465.26	45.3%
9300 MISC GENERAL EXPENSES	53,780	0	53,780	46,174.67	.00	7,605.33	85.9%
9320 MAINT OF GENERAL PLANT	283,062	0	283,062	120,645.69	.00	162,416.31	42.6%
TOTAL WATER UTILITY	25,577,926	55,300	25,633,226	10,610,828.18	127,561.73	14,894,836.09	41.9%
GRAND TOTAL	25,577,926	55,300	25,633,226	10,610,828.18	127,561.73	14,894,836.09	41.9%

(3)

(4)

** END OF REPORT - Generated by Stephanie Rogers **

- (1) Maintenance of Lake Stations - opening South intake
- (2) Write off to collections unpaid misc. bills
- (3) Annual property ins. paid to City
- (4) Annual professional membership paid in January



Green Bay Water Commission **GENERAL MANAGER UPDATE**

DATE: August 11th, 2025
TO: Green Bay Water Commission
FROM: General Manager Brian Powell, P.E.
RE: General Manager Update

General Manager Brian Powell will provide the commission with updates on the following initiatives within our organization:

1. Wholesale Customer Update
2. WIAWWA Conference September 10th-12th
3. Workforce Report
 - a. Connie Wielgus – 35 Years, Billing & Records Coordinator
 - b. Safety Coordinator