



AGENDA OF THE WATER COMMISSION

MONDAY, DECEMBER 8, 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, December 8, 2025, meeting of the Water Utility Commission.

D. Approval of Minutes.

1. Approval of the minutes from the November 10, 2025 meeting.

E. Regular Business.

1. Introduction of new employee, Nicholas Wirgau, Safety Coordinator.
2. Approval of 2026 Commission Dates.

3. October 2025 Financial Report
4. Approval and Adoption of the Resolution for the 2026 Annual Budget.
5. Approval of the Water Service Agreement By and Between the City of Green Bay, the Village of Hobart and the Village of Pulaski.
6. Approval of Moving the Filter Plant Manager into the Operations Section.
7. Approval of the Water Supply Service Area Plan.

F. Informational.

1. General Manager Update

G. Adjournment.

1. Adjournment of the Monday, December 8, 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, NOVEMBER 10, 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>

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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, November 10, 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. Seven voting commission members: President John Heugel (In Person), Vice President Jamie Wall (In Person), Secretary-Treasurer Tom Karman (In Person), Jacque Boyle (Virtually via Zoom), 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, and Attorney William Vande Castle (Virtually via Zoom).

Staff present: Brian Powell, Doug Martin, Stephanie Rogers, Andrea Hay, Russ Hardwick, Kristin Romanowicz (Virtually via Zoom), Jon Peters, Hailey Heath, Kim Couillard and Jenna Bartolazzi.

C. APPROVAL OF THE AGENDA.

1. Approval of the agenda for the Monday, November 10, 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 October 13, 2025 meeting.

Moved by John Luczaj, seconded by Allen Farvour to approve the minutes. Voice vote being had, the motion passed unanimously.

E. REGULAR BUSINESS.

1. Introduction of new employee, Jenna Bartolazzi, Billing Assistant.

The Water Commission members welcomed Jenna Bartolazzi to the Green Bay Water Utility.

2. Approval of the Financial Audit Services Contract to Clifton Larsen Allen (CLA) for the 2025-2029 Water Utility Audit.

Moved by Jamie Wall, seconded by Lynn Gerlach to approve the Financial Audit Services Contract pending the approval of the contract by the Green Bay Common Council and the Transit Commission.

Voice vote being had, the motion passed unanimously.

3. September 2025 Financial Report

Moved by Thomas Karman, seconded by John Luczaj to accept as presented. 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. Update on Generator Addition at the Lake Station Project
2. Update on Chlorine System Upgrade at the Lake Station Project
3. Water Main Replacement Update
4. 2025 Budget & 5-Year CIP Update
5. Workforce Report
 - a. Safety Coordinator — Starting November 10th
 - b. Business Manager — Interviews November 11th
 - c. Russ Hardwick, Water Quality Manager, Retiring on December 31st

G. ADJOURNMENT.

- I. Adjournment of the Monday, November 10, 2025, meeting of the Water Utility Commission.

Moved by Lynn Gerlach, seconded by Thomas Karman to adjourn. Voice vote being had, the motion passed unanimously.



Green Bay Water Commission
MEMORANDUM

DATE: December 8, 2025
TO: Green Bay Water Commission
FROM: General Manager Brian Powell, P.E.
RE: 2026 Water Commission Meeting Dates

Green Bay Water requests the Green Bay Water Commission's approval to schedule the 2026 Water Commission meetings as follows, utilizing the previously approved hybrid format with options for in-person meetings or via Zoom.

- Monday, January 12, 2026, at 8:30 a.m.
- Monday, February 9, 2026, at 8:30 a.m.
- Monday, March 9, 2026, at 8:30 a.m.
- Monday, April 13, 2026, at 8:30 a.m.
- Monday, May 11, 2026, at 8:30 a.m.
- Monday, June 8, 2026, at 8:30 a.m.
- Monday, July 13, 2026, at 8:30 a.m.
- Monday, August 10, 2026, at 8:30 a.m.
- Monday, September 14, 2026, at 8:30 a.m.
- Monday, October 12, 2026, at 8:30 a.m.
- Monday, November 9, 2026, at 8:30 a.m.
- Monday, December 14, 2026, at 8:30 a.m.

GREEN BAY WATER
CASH POSITION
October 31, 2024 & 2025

	10/31/2024	10/31/2025
UNRESTRICTED CURRENT ASSETS		
Cash & Investments - Operation & Maintenance		
Local Govt. Investment Pool	\$ 116,026	\$ 121,243
Associated Bank Checking	11,727,940	14,898,686
Working Cash Funds - Petty Cash	1,700	1,700
Total Cash & Investments - Operation & Maintenance	11,845,666	15,021,629
RESTRICTED CURRENT ASSETS		
Cash & Investments - Restricted		
Local Govt. Investment Pool - Construction Fund	-	14,669,252
Certificates of Deposit - Bond Redemption	-	-
Associated Bank Money Market Account - Bond Redemption	42,631	30,120
Associated Bank Checking - Private Service Replacement	153,690	90,957
Total Cash & Investments - Restricted	196,321	14,790,329
RESTRICTED LONG-TERM ASSETS		
Cash & Investments - Debt Reserve		
Associated Trust Money Market	488,352	2,701,961
Associated Trust Certificates of Deposit	484,538	-
Associated Trust Municipal Bonds	5,962,426	5,153,012
Total Cash & Investments - Debt Reserve	6,935,316	7,854,973
TOTAL CASH POSITION	\$ 18,977,303	\$ 37,666,931

GREEN BAY WATER
BALANCE SHEET
October 31, 2024 & 2025

	<u>10/31/2024</u>	<u>10/31/2025</u>
ASSETS		
Current Assets		
Unrestricted Current Assets		
Cash & Investments - Operating & Maintenance	\$ 11,845,666	\$ 15,021,629
Accounts Receivable - Customer Accounts	12,972,457	13,708,142
Accounts Receivable - Leases	-	63,938
Inventories	771,970	875,185
Prepaid Items	34,085	52,228
Total Unrestricted Current Assets	25,624,178	29,721,122
Restricted Current Assets		
Cash & Investments - Bond Redemption Fund	42,631	30,120
Interest Receivable	-	-
Cash & Investments - Private Service Replacement Fund	153,690	90,957
Accounts Receivable - Grants	-	16,330
Total Restricted Current Assets	196,321	137,407
Total Current Assets	25,820,499	29,858,529
Noncurrent Assets		
Restricted Assets		
Cash & Investments - Debt Reserve Fund	6,935,316	7,854,973
Cash & Investments - Construction Fund	-	14,669,252
Accrued Interest	51,015	43,596
Total Restricted Assets	6,986,331	22,567,821
Other Assets		
Unamortized Ashwaubenon Booster	876,355	744,902
Unamortized Wrightstown Grant	353,425	321,775
Long-term Receivable - Leases	-	2,556,578
Total Other Assets	1,229,780	3,623,255
Capital Assets		
Property, Plant & Equipment	260,612,166	271,337,183
Less: Accumulated Depreciation	(112,900,804)	(118,335,052)
Net Property, Plant & Equipment	147,711,362	153,002,131
Construction in Progress	1,680,300	1,640,021
Total Capital Assets	149,391,662	154,642,152
Total Noncurrent Assets	157,607,773	180,833,228
TOTAL ASSETS	183,428,272	210,691,757
DEFERRED OUTFLOWS OF RESOURCES		
Unamortized Loss on Advanced Refunding	155,777	118,355
Deferred Outflows - Pension	8,875,731	6,829,962
Total Deferred Outflows of Resources	9,031,508	6,948,317

GREEN BAY WATER
BALANCE SHEET
October 31, 2024 & 2025

	<u>10/31/2024</u>	<u>10/31/2025</u>
LIABILITIES		
Current Liabilities		
Accounts Payable	\$ 400,505	\$ 124,935
Sewer Collections Payable	7,545,136	8,166,760
Storm Water Collections Payable	3,535,419	3,911,874
Accrued Payroll Taxes	30,541	71,407
Accrued Payroll, Vacation & Sick Leave Pay	289,220	576,691
Accrued Taxes	1,987,606	1,901,495
Payable from Restricted Assets		
Current Portion of Long - Term Debt	-	-
Accrued Interest	-	219,037
Total Current Liabilities	13,788,427	14,972,199
 Long - term Obligations, Less Current Portion		
Revenue Bonds - Net of Premiums & Discounts	32,954,497	48,124,604
Safe Drinking Water Loan	-	22,476
Accrued Vacation & Sick Leave Pay	201,769	272,235
Net Pension Liability	1,390,540	389,100
Total Long-term Liabilities	34,546,806	48,808,415
 TOTAL LIABILITIES	48,335,233	63,780,614
 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	116,592,943	106,635,903
Restricted	7,182,652	22,486,191
Unrestricted	12,939,252	15,885,451
 TOTAL NET POSITION	\$ 137,459,079	\$ 145,751,776

GREEN BAY WATER

Statement of Revenues, Expenses and Changes in Net Position Month Ended October 31, 2024 & 2025

	<u>10/31/24</u>	<u>10/31/25</u>
OPERATING REVENUES		
Charges for services	\$ 19,619,941	\$ 22,875,372
Other	1,460,317	1,546,047
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Total operating revenues	21,080,258	24,421,419
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OPERATING EXPENSES		
Operation and maintenance	9,558,705	10,473,449
Depreciation	4,409,240	4,651,420
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Total operating expenses	13,967,945	15,124,869
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Operating income	7,112,313	9,296,550
	<hr/>	<hr/>
NONOPERATING REVENUES (EXPENSES)		
Interest income	888,988	919,754
Grant revenue	441,794	83,757
Grant expense	(441,794)	(83,757)
Miscellaneous income	281,275	387,127
Interest and fiscal charges	(1,075,106)	(1,442,324)
Amortization of debt premium net of discounts	377,300	503,954
Amortization of loss on advance refundings	(75,663)	(150,602)
	<hr/>	<hr/>
Total nonoperating revenues (expenses)	396,794	217,909
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Income before contributions and transfers	7,509,107	9,514,459
	<hr/>	<hr/>
Capital contributions	35,209	602,874
Transfers out - tax equivalent	(2,297,975)	(2,252,737)
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Change in net position	5,246,341	7,864,596
	<hr/>	<hr/>
Net position - January 1	132,212,739	137,887,180
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Net position - October 31	\$ 137,459,080	\$ 145,751,776
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GREEN BAY WATER

OCTOBER 2025 REVENUE BUDGET REPORT

FOR 2025 10

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD REVENUE		AVAILABLE BUDGET	PCT USED
610 WATER UTILITY							
415000 MERCH & JOBBING REV	355,000	0	355,000	300,459.00	.00	54,541.00	84.6%
419900 INT INCOME-OPER FUND	600,000	0	600,000	425,058.39	.00	174,941.61	70.8%
419904 INT INC-CONST FUND	0	0	0	154,411.81	.00	-154,411.81	100.0%
419911 INT INC-BOND REDEMPTION	50,000	0	50,000	61,790.54	.00	-11,790.54	123.6%
419920 INT INC-DEBT RESERVE	175,000	0	175,000	191,803.23	.00	-16,803.23	109.6%
419925 UNREALIZED GAIN/LOSS DEBT RE	50,000	0	50,000	86,688.25	.00	-36,688.25	173.4%
420000 GRANT REVENUE	236,250	0	236,250	83,757.43	.00	152,492.57	35.5%
421000 MISC NON-OPERATING INC	300,000	0	300,000	602,873.97	.00	-302,873.97	201.0%
429440 AMORT PREM-GB-2004	124,305	0	124,305	103,587.80	.00	20,717.20	83.3%
429443 AMORT PREM ASH-2004	12,625	0	12,625	10,520.80	.00	2,104.20	83.3%
429460 AMORT PREM-GB-2014	82,167	0	82,167	68,472.40	.00	13,694.60	83.3%
429463 AMORT PREM-ASH-2014	8,345	0	8,345	6,954.30	.00	1,390.70	83.3%
429470 AMORT PREM-GB-2019	313,470	0	313,470	261,225.30	.00	52,244.70	83.3%
429473 AMORT PREM-ASH-2019	31,837	0	31,837	26,531.20	.00	5,305.80	83.3%
429480 AMORT PREM-GB-2021	16,940	0	16,940	14,116.70	.00	2,823.30	83.3%
429481 AMORT PREM-GB-2025	0	0	0	12,545.79	.00	-12,545.79	100.0%
461508 METERED RESIDENTIAL	5,850,000	0	5,850,000	5,156,966.46	.00	693,033.54	88.2%
461558 METERED COMMERCIAL	2,400,000	0	2,400,000	2,036,593.96	.00	363,406.04	84.9%
461608 METERED INDUSTRIAL	7,200,000	0	7,200,000	6,180,214.87	.00	1,019,785.13	85.8%
461658 METERED APARTMENT < 3 UNITS	2,735,000	0	2,735,000	2,303,739.22	.00	431,260.78	84.2%
461708 METERED MULTI FAMILY	1,700,000	0	1,700,000	1,432,341.79	.00	267,658.21	84.3%
461758 METERED RESTAURANT	205,000	0	205,000	170,528.62	.00	34,471.38	83.2%
461808 METERED MUNICIPAL	500,000	0	500,000	475,925.35	.00	24,074.65	95.2%
462000 PRIVATE FIRELINES	220,000	0	220,000	169,204.62	.00	50,795.38	76.9%
463000 PUBLIC FIRE PROTECTION	1,570,000	0	1,570,000	1,327,429.80	.00	242,570.20	84.5%
466003 SALES FOR RESALE-ASH	3,700,000	0	3,700,000	2,911,392.11	.00	788,607.89	78.7%
466004 SALES FOR RESALE-SCOTT	95,000	0	95,000	70,712.93	.00	24,287.07	74.4%
466005 SALES FOR RESALE-HOBART	450,000	0	450,000	389,128.31	.00	60,871.69	86.5%
466006 SALES FOR RESALE-WRIGHTSTOWN	210,000	0	210,000	251,193.89	.00	-41,193.89	119.6%
470000 LATE PAYMENT PENALTIES	140,000	0	140,000	86,667.99	.00	53,332.01	61.9%
471000 TURN ON & SET REVENUE	120,000	0	120,000	83,528.00	.00	36,472.00	69.6%
472000 RENT-CELL TOWERS	115,051	0	115,051	74,941.53	.00	40,109.47	65.1%
472010 RENT-ADDITIONAL METERS	24,000	0	24,000	16,892.86	.00	7,107.14	70.4%
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	4,012.34	.00	-2,512.34	267.5%
474010 RETURN ON METER INVEST	102,500	0	102,500	.00	.00	102,500.00	.0%
474020 REBATES	33,000	0	33,000	24,539.81	.00	8,460.19	74.4%
474030 PRIVATE WELL PERMITS	500	0	500	400.00	.00	100.00	80.0%
474040 SALE OF SCRAP	10,000	0	10,000	12,185.32	.00	-2,185.32	121.9%
474050 TITLE COMPANY LETTERS	2,000	0	2,000	1,360.00	.00	640.00	68.0%

(1)

GREEN BAY WATER

OCTOBER 2025 REVENUE BUDGET REPORT

FOR 2025 10								
	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED	
474070 MISSED APPOINTMENT CHARGE	700	0	700	750.00	.00	-50.00	107.1%	
476000 SEWER REIMB FROM CITY	1,125,000	0	1,125,000	937,500.00	.00	187,500.00	83.3%	
476100 STORM REIMB FROM CITY	465,000	0	465,000	387,500.00	.00	77,500.00	83.3%	
TOTAL WATER UTILITY	31,331,990	0	31,331,990	26,918,884.19	.00	4,413,105.81	85.9%	
GRAND TOTAL	31,331,990	0	31,331,990	26,918,884.19	.00	4,413,105.81	85.9%	

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

(1) PFAS Settement Payment

GREEN BAY WATER

OCTOBER 2025 EXPENSE BUDGET REPORT

FOR 2025 10

	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	69,139.74	.00	26,475.26	72.3%
1840 CLEARING ACCOUNTS	637,563	0	637,563	-376,068.50	.00	1,013,631.50	-59.0%
4030 DEPRECIATION EXPENSE	5,512,113	0	5,512,113	4,651,420.00	.00	860,693.00	84.4%
4050 AMORTIZATION OF OTHER PLANT	131,453	0	131,453	109,544.40	.00	21,908.60	83.3%
4080 TAXES	2,852,581	0	2,852,581	2,252,736.63	.00	599,844.37	79.0%
4160 MERCHANDISING & JOBBING EXP	264,137	0	264,137	185,951.05	.00	78,185.95	70.4%
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	1,442,324.39	.00	-277,699.39	123.8%
4280 AMORTIZATION OF DEBT DISCOUNT	180,723	0	180,723	150,602.00	.00	30,121.00	83.3%
6020 PURCHASED WATER	10,800	0	10,800	6,931.43	.00	3,868.57	64.2%
6130 MAINTENANCE OF INTAKES	73,000	0	73,000	323,713.03	12,440.00	-263,153.03	460.5%
6160 MAINTENANCE OF SUPPLY MAINS	122,184	0	122,184	74,594.21	.00	47,589.79	61.1%
6200 PUMP OPS SUPERVISION & ENG	109,708	0	109,708	89,646.36	.00	20,061.64	81.7%
6230 FUEL OR POWER FOR PUMPING	976,880	0	976,880	708,304.58	.00	268,575.42	72.5%
6240 PUMP LABOR & EXPENSES	66,304	0	66,304	28,152.48	.00	38,151.52	42.5%
6260 MISC PUMPING EXPENSE	109,376	0	109,376	52,966.17	.00	56,409.83	48.4%
6300 PUMP MAINT SUPERVISION & ENG	34,456	0	34,456	35,582.72	.00	-1,126.72	103.3%
6310 PUMP MAINT OF STRUCTURES	235,348	31,800	267,148	157,239.09	31,800.00	78,108.91	70.8%
6320 PUMP MAINT OF POWER PROD EQUIP	72,500	0	72,500	7,926.29	.00	64,573.71	10.9%
6330 MAINT OF PUMPING EQUIP	548,781	0	548,781	335,684.54	.00	213,096.46	61.2%
6400 TREATMENT OPS SUPERVIS & ENG	94,928	0	94,928	77,380.22	.00	17,547.78	81.5%
6410 CHEMICALS	594,000	0	594,000	513,953.28	.00	80,046.72	86.5%
6420 WATER TREATMENT OPERATIONS EXP	794,909	0	794,909	579,797.37	.00	215,111.63	72.9%
6430 MISC WATER TREATMENT EXP	181,881	0	181,881	134,934.61	.00	46,946.39	74.2%
6500 TREATMENT MAINT SUPERVIS & ENG	37,672	0	37,672	36,536.61	.00	1,135.39	97.0%
6510 TREATMENT MAINT OF STRUCTURES	376,586	0	376,586	189,638.49	.00	186,947.51	50.4%
6520 MAINT OF TREATMENT EQUIP	267,976	0	267,976	153,170.94	13,904.73	100,900.33	62.3%
6600 TRANS & DIST OPS SUP & ENG	287,048	0	287,048	252,761.08	.00	34,286.92	88.1%
6620 TRANS & DIST LINES EXPENSE	254,483	0	254,483	236,144.77	.00	18,338.23	92.8%
6630 METER EXPENSE	233,786	550	234,336	224,642.51	.00	9,693.49	95.9%
6640 CUSTOMER INSTALLATION EXP	607,103	0	607,103	322,297.77	.00	284,805.23	53.1%
6650 MISC TRANS & DIST EXPENSES	588,279	-550	587,729	414,052.83	.00	173,676.17	70.4%
6720 MAINT OF DIST RES & STANDPIPES	466,706	23,500	490,206	187,679.53	23,500.00	279,026.47	43.1%
6730 MAINT OF TRANS & DIST MAINS	1,424,103	0	1,424,103	1,256,701.64	.00	167,401.36	88.2%
6750 MAINT OF SERVICES	749,171	0	749,171	484,849.29	.00	264,321.71	64.7%
6760 MAINT OF METERS	91,108	0	91,108	42,123.96	.00	48,984.04	46.2%
6770 MAINT OF HYDRANTS	243,398	0	243,398	239,162.78	.00	4,235.22	98.3%
9020 METER READING EXPENSE	72,211	0	72,211	62,156.29	.00	10,054.71	86.1%
9030 CUSTOMER RECORDS & COLLECTION	999,752	0	999,752	890,247.23	.00	109,504.77	89.0%
9040 UNCOLLECTIBLE ACCOUNTS	2,000	0	2,000	21,036.42	.00	-19,036.42	1051.8%

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GREEN BAY WATER

OCTOBER 2025 EXPENSE BUDGET REPORT

FOR 2025 10

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
9060 CUSTOMER SERVICE & INFORMATION	78,817	0	78,817	72,205.01	.00	6,611.99	91.6%
9200 ADMIN & GENERAL SALARIES	822,335	0	822,335	694,114.02	.00	128,220.98	84.4%
9210 OFFICE SUPPLIES & EXPENSES	94,600	0	94,600	70,923.25	.00	23,676.75	75.0%
9230 OUTSIDE SERVICES EMPLOYED	635,006	0	635,006	142,909.10	.00	492,096.90	22.5%
9240 PROPERTY INSURANCE	122,509	0	122,509	108,171.82	.00	14,337.18	88.3%
9250 INJURIES & DAMAGES	57,903	0	57,903	40,466.45	.00	17,436.55	69.9%
9260 EMPLOYEE PENSIONS & BENEFITS	1,394,346	0	1,394,346	1,067,957.42	.00	326,388.58	76.6%
9280 REGULATORY COMMISSION EXP	10,000	0	10,000	5,421.89	.00	4,578.11	54.2%
9300 MISC GENERAL EXPENSES	53,780	0	53,780	53,075.40	.00	704.60	98.7%
9320 MAINT OF GENERAL PLANT	283,062	0	283,062	173,386.60	11,200.00	98,475.40	65.2%
TOTAL WATER UTILITY	25,577,926	55,300	25,633,226	19,054,289.19	92,844.73	6,486,092.08	74.7%
GRAND TOTAL	25,577,926	55,300	25,633,226	19,054,289.19	92,844.73	6,486,092.08	74.7%

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

- (1) Maintenance of Lake Station North & South Intakes
- (2) write off to collections - unpaid misc. bills

2026 BUDGET



*THE MISSION OF THE GREEN BAY WATER UTILITY IS
TO PROVIDE RELIABLE, HIGH-QUALITY
DRINKING WATER SUPPLY
WITH EXCEPTIONAL CUSTOMER SERVICE AND VALUE.*



GREEN BAY WATER

631 South Adams Street
Green Bay, WI 54301
(920) 448-3480

November 26, 2025

Dear Green Bay Water Commission, staff and customers:

I am pleased to present the Green Bay Water Utility 2026 Budget and Five-Year Capital Improvement Plan. This budget maintains our focus on safe drinking water, reliable service and the long-term stewardship of the system that serves Green Bay and our wholesale partners. Water rates are set by the Public Service Commission of Wisconsin, and the 2026 budget is built within the water rates that took effect on August 1, 2024 and assumes no new rate adjustment in 2026. It relies on the current rate structure, modest growth in customer demand and disciplined cost control to support operations and planned capital work.

REVENUES

Total operating revenues for 2026 are budgeted at \$29,921,946. Most revenue comes from water sales to residential, commercial, industrial and municipal customers in Green Bay. Residential and apartment customers are expected to contribute about \$9,150,000 and industrial customers about \$7,500,000. The budget also includes revenue from wholesale communities Ashwaubenon, Wrightstown, Scott and Hobart. Interest income is budgeted slightly lower because we expect reduced interest rates on bank balances. Miscellaneous income is higher because of the renegotiated billing services contract with the City of De Pere that began in 2025. Capital contributions in 2025 were elevated by an initial PFAS settlement payment, while the 2026 budget reflects the smaller ongoing annual payments that will be received over the next several years and used to support long term capital needs rather than ongoing operations.

CAPITAL IMPROVEMENT PROGRAM

Our Five-Year Capital Improvement Plan is essential to protecting public health, maintaining reliability and managing long term costs. It helps us upgrade and replace aging infrastructure proactively instead of reacting only to emergencies. For 2026, total capital project costs are budgeted at \$18,021,485. The largest projects are water main relays estimated at \$6,050,000 and the completion of the generator addition at Lake Station budgeted at \$8,590,000. Water main relays reduce breaks, improve fire protection and support redevelopment and growth. The Lake Station generator project is a major resiliency investment that will allow the treatment plant to remain in service during power outages and supports emergency preparedness expectations from state regulators.

Other 2026 projects include backflushing our Lake Michigan water intakes and making needed improvements at the Lake Station, continued work on valves and hydrants and the replacement of smaller equipment and safety items at multiple facilities. Capital spending in 2026 is funded by a little more than \$9.4 million from current revenues for routine main relays and replacements and long-term debt of about \$8.6 million for the Lake Station generator, so that costs are shared by the customers who will benefit from that asset over time.

PERSONNEL

Our staff make it possible to deliver safe, reliable water every day. The 2026 budget includes a 2.5 percent cost of living adjustment to salaries within the pay ranges established by the Cottingham & Butler compensation study. These changes help us remain competitive in a tight labor market and support succession planning for key roles. Employee benefits are based on updated health, dental and retirement assumptions. Health and dental premiums are projected to increase by about 3 percent, and the Wisconsin Retirement System rate is expected to increase from 6.95 percent to 7.20 percent. We continue to monitor benefit costs and look for ways to manage them while maintaining a strong total compensation package.

OPERATING AND MAINTENANCE

Total operating expenses for 2026 are budgeted at \$21,703,461. This includes salaries and wages, employee benefits, materials and supplies, purchased power, treatment chemicals and depreciation. The budget reflects ongoing needs and the fact that some one-time maintenance and study costs in recent years will not be repeated in 2026. We continue to invest in maintenance of pumping facilities, treatment structures, reservoirs, standpipes and distribution mains while limiting discretionary spending where we can, using outside services when they provide good value and relying on technology and training to work more efficiently. These efforts help offset higher costs for wages, benefits and debt service and allow us to operate within existing rates.

FINANCIAL POSITION AND RATE OF RETURN

For 2026, operating income is projected at \$8,218,485. After net nonoperating expenses together totaling \$2,292,363, net income is budgeted at \$5,926,122. Net income is lower than in 2025 mainly because of the smaller PFAS settlement payments and higher interest expense from the 2025 debt issue. The estimated rate of return for 2026 is 2.63 percent, which is below the currently authorized rate of return of 4 percent. This reflects the timing of recent and planned capital investments and the fact that we are still operating under rates set in the 2024 rate case. The budget is expected to meet our required debt service coverage and existing debt covenants. The Utility cash balance is expected to remain strong but will decline from \$23.5 million at the end of 2025 to about \$12.4 million at the end of 2026 as we use cash on hand and debt proceeds to support capital projects and related debt service. This is consistent with our long-range financial plan and our targets for operating reserves.

CONCLUSION

The 2026 Budget and Five-Year Capital Improvement Plan support Green Bay Water Utility mission to provide reliable, high quality drinking water with exceptional customer service and value. The plan maintains core services, invests in system resiliency and manages rate impacts by using existing rates while planning for long term financial stability. On behalf of Utility staff, I thank the Green Bay Water Commission, City leadership and our customers for their guidance, engagement and trust. We look forward to serving Green Bay and our wholesale communities in 2026 and beyond.

Sincerely,



Brian Powell, P.E.
General Manager
Green Bay Water Utility

GREEN BAY WATER COMMISSION

**RESOLUTION AUTHORIZING AND APPROVING
2026 ANNUAL BUDGET**

WHEREAS, pursuant to the provisions of Sec. 66.0805, Wis. Stats., the City of Green Bay (the “City”) has previously provided for and authorized the management of the Green Bay Water Utility (the “Utility”), as a municipal public utility, by a commission; and

WHEREAS, the Green Bay Water Commission (the “Commission”), as established by the City under the provisions of Sec. 66.0805, Wis. Stats., is responsible for oversight of the management and control of the Utility, including, but not limited to the financial and fiscal operations thereof; and

WHEREAS, the rules and regulations of the Green Bay Water Utility as adopted by the Green Bay Water Commission (the “Commission”) on May 8, 1974, and approved by the City of Green Bay Improvement and Service Committee of the Common Council of the City of Green Bay on August 15, 1974 and the Green Bay Water Utility Operating Rules, as adopted by the Commission on September 16, 1985, and approved by the City of Green Bay Improvement and Service Committee of the Common Council of the City of Green Bay on December 11, 1985, require the Commission to annually consider, approve and adopt an annual operating budget for the Utility; and

WHEREAS, the Utility’s staff, in consultation with the Commission’s Budget Committee has prepared a proposed 2026 Annual Budget, in the form presented herewith and attached hereto, which proposed 2026 Annual Budget has subsequently been reviewed by and received the approval recommendation from the Budget Committee; and

WHEREAS, on review of financial and management information provided by the Utility staff, on review of the Commission’s previously adopted strategic plan and within the current rate based revenue structure authorized and approved by the Wisconsin Public Service Commission, and on consideration of the recommendation of the Commission’s Budget Committee, the Commission has reviewed, analyzed and considered the Utility’s proposed 2026 Annual Budget including projected rate based revenues as well as anticipated expenses necessary to maintain the operation of the Utility and carry-out its mission and responsibilities within the framework of the approved rate based revenue structure;

NOW, THEREFORE, it is hereby moved and resolved by the Green Bay Water Commission in the following:

RESOLVED FIRST: That the 2026 Annual Budget of the Green Bay Water Utility, in the form presented herewith and attached hereto, be, and the same hereby is authorized and approved.

RESOLVED SECOND: That the appropriate officers of the Utility be, and they hereby are, authorized to take all such other and further action as they, in their judgment, shall determine necessary to carry out the intent and to accomplish the purposes of these Resolutions and to carry out and implement the Budget approved hereunder.

ADOPTED this 8th day of December 2025.

APPROVED this 8th day of December 2025.

GREEN BAY WATER COMMISSION

John C. Heugel, President

ATTEST:

Tom Karman, Secretary/Treasurer

**GREEN BAY WATER UTILITY
2026 BUDGET**

	2023 Actual	2024 Actual	2025 Budget	2025 Projected	2026 Budget
OPERATING REVENUE					
Residential & Apartment	\$ 7,571,542	\$ 7,964,246	\$ 8,585,000	\$ 9,020,000	\$ 9,150,000
Commercial & Restaurant	3,706,899	3,960,734	4,305,000	4,381,000	4,465,000
Industrial	6,524,612	6,633,525	7,200,000	7,300,000	7,500,000
Municipal	474,615	500,796	500,000	525,000	530,000
Public Fire Protection	1,386,083	1,465,637	1,570,000	1,615,000	1,650,000
Private Fire Protection	162,874	188,597	220,000	225,000	225,000
Water for Resale - Ashwaubenon	3,091,073	3,182,219	3,700,000	3,500,000	3,550,000
Water for Resale - Scott	80,715	77,965	95,000	83,000	84,000
Water for Resale - Hobart	407,264	374,157	450,000	450,000	455,000
Water for Resale - Wrightstown	205,384	199,984	210,000	233,000	236,000
Sewer Dept Reimbursement	1,030,093	1,098,233	1,125,000	1,125,000	1,200,000
Stormwater Utility Reimbursement	427,192	444,379	465,000	465,000	480,000
Penalties	130,126	138,895	140,000	142,000	145,000
Other Water Revenues	359,511	261,161	291,051	251,056	251,946
TOTAL OPERATING REVENUE	25,557,983	26,490,528	28,856,051	29,315,056	29,921,946
OPERATING EXPENSES					
Source of Supply Expense					
Purchased Water	8,965	10,592	10,800	9,500	10,000
Maintenance of Intakes	-	19,060	73,000	370,000	620,500
Maintenance of Supply Mains	41,610	190,109	122,184	109,865	144,702
Total Source of Supply Expense	50,575	219,761	205,984	489,365	775,202
Pumping Expense					
Pumping Operation Supervision	87,969	103,573	109,708	109,515	111,653
Fuel/Power Purchased for Pumping	1,004,861	886,442	976,880	1,000,000	1,033,000
Pumping Labor & Expense	74,473	46,440	66,304	35,655	47,852
Miscellaneous Pumping	67,405	57,657	109,376	77,603	101,491
Pumping Maintenance Supervision	36,885	39,213	34,456	39,500	39,105
Maintenance of Pumping Structures	189,255	279,239	235,348	170,530	401,065
Maintenance of Power Prod Equip	12,146	23,454	72,500	55,000	76,500
Maintenance of Pumping Equipment	271,594	518,628	548,781	439,035	772,551
Total Pumping Expense	1,744,588	1,954,646	2,153,353	1,926,838	2,583,216
Water Treatment Expense					
Water Treatment Supervision	121,095	92,669	94,928	90,855	94,521
Chemicals	554,880	540,206	594,000	588,850	622,500
Treatment Operations	1,022,546	713,547	794,909	744,300	860,194
Miscellaneous Water Treatment	168,299	170,658	181,881	161,035	175,966
Treatment Maintenance Supervision	33,134	38,828	37,672	41,700	42,884
Maintenance of Treatment Structures	43,561	59,157	376,586	220,235	44,152
Maintenance of Treatment Equipment	340,131	234,042	267,976	176,750	239,281
Total Water Treatment Expense	2,283,646	1,849,107	2,347,952	2,023,725	2,079,498
Transmission & Distribution Expense					
Distribution Supervision	239,520	243,106	287,048	297,400	317,547
Transmission & Distribution Line	243,263	241,958	254,483	250,990	254,941
Meter Expense	200,202	243,788	234,336	265,275	277,278
Customer Installation	230,395	214,799	245,067	229,375	235,524
Private Services	39,059	46,193	125,786	35,035	26,018
Miscellaneous Distribution	426,020	450,882	587,729	491,335	555,159
Maintenance of Reservoirs & Standpipes	81,265	69,261	466,706	295,085	53,749
Maintenance of Mains	1,258,357	1,328,517	1,492,946	1,436,844	1,564,586
Maintenance of Services	772,612	774,749	768,294	643,395	707,304
Maintenance of Meters	66,823	58,214	92,734	51,620	56,581
Maintenance of Hydrants	184,558	276,520	251,047	277,695	297,051
Total Transmission & Distribution Expense	3,742,074	3,947,987	4,806,176	4,274,049	4,345,737

**GREEN BAY WATER UTILITY
2026 BUDGET**

	2023 Actual	2024 Actual	2025 Budget	2025 Projected	2026 Budget
Customer Accounts Expense					
Meter Reading	55,804	68,576	72,211	73,017	77,112
Customer Records & Collection	1,020,808	1,045,386	999,752	1,051,791	1,068,983
Uncollectible Accounts	10,094	2,008	2,000	15,000	10,000
Customer Service & Information	70,497	83,780	78,817	79,412	84,117
Total Customer Accounts Expense	1,157,203	1,199,750	1,152,780	1,219,220	1,240,212
Administrative & General Expense					
Administrative & General Salaries	830,322	819,961	822,335	812,085	868,159
Office Supplies & Expenses	98,486	96,079	94,600	89,897	93,045
Outside Services Employed	554,013	589,800	635,006	492,498	632,763
Property Insurance	109,627	113,447	122,509	122,509	132,742
Liability Insurance	19,907	35,112	57,903	123,061	52,240
Employee Benefits	1,684,300	1,183,398	1,394,346	1,221,026	1,377,605
Regulatory Commission Expense	-	21,591	10,000	8,000	-
Miscellaneous General Expense	47,703	36,659	53,780	53,026	55,610
General Plant Maintenance	264,316	228,077	283,062	252,878	310,745
Jobbing & Contract Work	224,673	254,192	264,137	238,030	240,473
Taxes	362,089	384,631	412,581	406,770	453,326
Amortization of Ashwaubenon Booster	131,453	131,453	131,453	131,453	131,453
Total Administrative & General Expense	4,326,889	3,894,400	4,281,712	3,951,233	4,348,161
Depreciation Expense	5,833,752	6,148,133	5,972,434	6,221,434	6,331,434
TOTAL OPERATING EXPENSE	19,138,727	19,213,784	20,920,391	20,105,864	21,703,461
OPERATING INCOME	6,419,256	7,276,744	7,935,660	9,209,192	8,218,485
NONOPERATING REVENUES (EXPENSES)					
Interest Income	1,012,478	1,053,356	875,000	1,040,233	860,943
Miscellaneous Income	334,308	359,356	475,000	559,447	599,168
Amortization of Debt Premium	589,689	589,689	589,689	610,599	639,454
Capital Contributions	491,546	175,194	300,000	784,193	257,082
Tax Equivalency	(2,385,127)	(2,281,794)	(2,440,000)	(2,320,000)	(2,361,000)
Interest Expense	(1,381,761)	(1,270,377)	(1,164,625)	(1,171,625)	(2,107,287)
Amortization of Debt Expense	(270,391)	(227,727)	(180,723)	(180,723)	(180,723)
TOTAL NONOPERATING REVENUES (EXPENSES)	(1,609,258)	(1,602,303)	(1,545,659)	(677,876)	(2,292,363)
NET INCOME	\$ 4,809,998	\$ 5,674,441	\$ 6,390,001	\$ 8,531,316	\$ 5,926,122

GREEN BAY WATER UTILITY
Green Bay Operations w/o Ashwaubenon
2026 BUDGET

	2023	2024	2025	2025	2026
	Actual	Actual	Budget	Projected	Budget
OPERATING REVENUE					
Residential & Apartment	\$ 7,571,542	\$ 7,964,246	\$ 8,585,000	\$ 9,020,000	\$ 9,150,000
Commercial & Restaurant	3,706,899	3,960,734	4,305,000	4,381,000	4,465,000
Industrial	6,524,612	6,633,525	7,200,000	7,300,000	7,500,000
Municipal	474,615	500,796	500,000	525,000	530,000
Public Fire Protection	1,386,083	1,465,637	1,570,000	1,615,000	1,650,000
Private Fire Protection	162,874	188,597	220,000	225,000	225,000
Water for Resale - Scott	80,715	77,965	95,000	83,000	84,000
Water for Resale - Hobart	407,264	374,157	450,000	450,000	455,000
Water for Resale - Wrightstown	205,384	199,984	210,000	233,000	236,000
Sewer Dept Reimbursement	1,030,093	1,098,233	1,125,000	1,125,000	1,200,000
Stormwater Utility Reimbursement	427,192	444,379	465,000	465,000	480,000
Penalties	130,126	138,895	140,000	142,000	145,000
Other Water Revenues	359,511	261,161	291,051	251,056	251,946
TOTAL OPERATING REVENUE	22,466,910	23,308,309	25,156,051	25,815,056	26,371,946
OPERATING EXPENSES					
Source of Supply Expense					
Purchased Water	8,965	10,592	10,800	9,500	10,000
Maintenance of Intakes	-	19,060	73,000	370,000	620,500
Maintenance of Supply Mains	41,610	190,109	122,184	109,865	144,702
Total Source of Supply Expense	50,575	219,761	205,984	489,365	775,202
Pumping Expense					
Pumping Operation Supervision	87,969	103,573	109,708	109,515	111,653
Fuel/Power Purchased for Pumping	854,539	754,013	830,600	853,000	885,000
Pumping Labor & Expense	74,473	46,440	66,304	35,655	47,852
Miscellaneous Pumping	67,405	57,657	109,376	77,603	101,491
Pumping Maintenance Supervision	36,885	39,213	34,456	39,500	39,105
Maintenance of Pumping Structures	189,255	279,239	235,348	170,530	401,065
Maintenance of Power Prod Equip	12,146	23,454	72,500	55,000	76,500
Maintenance of Pumping Equipment	271,594	518,628	548,781	439,035	772,551
Total Pumping Expense	1,594,266	1,822,217	2,007,073	1,779,838	2,435,216
Water Treatment Expense					
Water Treatment Supervision	121,095	92,669	94,928	90,855	94,521
Chemicals	468,179	455,886	504,000	505,850	534,500
Treatment Operations	1,000,065	693,138	773,109	725,300	839,194
Miscellaneous Water Treatment	168,299	170,658	181,881	161,035	175,966
Treatment Maintenance Supervision	33,134	38,828	37,672	41,700	42,884
Maintenance of Treatment Structures	43,561	59,157	376,586	220,235	44,152
Maintenance of Treatment Equipment	340,131	234,042	267,976	176,750	239,281
Total Water Treatment Expense	2,174,464	1,744,378	2,236,152	1,921,725	1,970,498
Transmission & Distribution Expense					
Distribution Supervision	239,520	243,106	287,048	297,400	317,547
Transmission & Distribution Line	243,263	241,958	254,483	250,990	254,941
Meter Expense	200,202	243,788	234,336	265,275	277,278
Customer Installation	230,395	214,799	245,067	229,375	235,524
Private Services	39,059	46,193	125,786	35,035	26,018
Miscellaneous Distribution	426,020	450,882	587,729	491,335	555,159
Maintenance of Reservoirs & Standpipes	81,265	69,261	466,706	295,085	53,749
Maintenance of Mains	1,258,357	1,328,517	1,492,946	1,436,844	1,564,586
Maintenance of Services	772,612	774,749	768,294	643,395	707,304
Maintenance of Meters	66,823	58,214	92,734	51,620	56,581
Maintenance of Hydrants	184,558	276,520	251,047	277,695	297,051
Total Transmission & Distribution Expense	3,742,074	3,947,987	4,806,176	4,274,049	4,345,737

GREEN BAY WATER UTILITY
Green Bay Operations w/o Ashwaubenon
2026 BUDGET

	2023 Actual	2024 Actual	2025 Budget	2025 Projected	2026 Budget
Customer Accounts Expense					
Meter Reading	55,804	68,576	72,211	73,017	77,112
Customer Records & Collection	1,020,808	1,045,386	999,752	1,051,791	1,068,983
Uncollectible Accounts	10,094	2,008	2,000	15,000	10,000
Customer Service & Information	70,497	83,780	78,817	79,412	84,117
Total Customer Accounts Expense	1,157,203	1,199,750	1,152,780	1,219,220	1,240,212
Administrative & General Expense					
Administrative & General Salaries	830,322	819,961	822,335	812,085	868,159
Office Supplies & Expenses	98,486	96,079	94,600	89,897	93,045
Outside Services Employed	554,013	589,800	635,006	492,498	632,763
Property Insurance	109,627	113,447	122,509	122,509	132,742
Liability Insurance	19,907	35,112	57,903	123,061	52,240
Employee Benefits	1,684,300	1,183,398	1,394,346	1,221,026	1,377,605
Regulatory Commission Expense	-	21,591	10,000	8,000	-
Miscellaneous General Expense	47,703	36,659	53,780	53,026	55,610
General Plant Maintenance	264,316	228,077	283,062	252,878	310,745
Jobbing & Contract Work	224,673	254,192	264,137	238,030	240,473
Taxes	362,089	384,631	412,581	406,770	453,326
Amortization of Ashwaubenon Booster	131,453	131,453	131,453	131,453	131,453
Total Administrative & General Expense	4,326,889	3,894,400	4,281,712	3,951,233	4,348,161
Depreciation Expense	5,722,318	6,036,699	5,861,000	6,110,000	6,220,000
TOTAL OPERATING EXPENSE	18,767,789	18,865,192	20,550,877	19,745,430	21,335,027
OPERATING INCOME	3,699,121	4,443,117	4,605,174	6,069,626	5,036,919
NONOPERATING REVENUES (EXPENSES)					
Interest Income	1,012,478	1,053,356	875,000	1,040,233	860,943
Miscellaneous Income	334,308	359,356	475,000	559,447	599,168
Amortization of Debt Premium	536,882	536,882	536,882	557,792	586,647
Capital Contributions	491,546	175,194	300,000	784,193	257,082
Tax Equivalency	(2,261,075)	(2,166,759)	(2,320,000)	(2,200,000)	(2,240,000)
Interest Expense	(1,268,395)	(1,166,281)	(1,068,781)	(1,075,781)	(2,036,056)
Amortization of Debt Expense	(245,461)	(206,730)	(164,060)	(164,060)	(164,060)
TOTAL NONOPERATING REVENUES (EXPENSES)	(1,399,717)	(1,414,982)	(1,365,959)	(498,176)	(2,136,276)
NET INCOME	\$ 2,299,404	\$ 3,028,135	\$ 3,239,215	\$ 5,571,450	\$ 2,900,643

GREEN BAY WATER UTILITY

Ashwaubenon Operations 2026 BUDGET

	2023 Actual	2024 Actual	2025 Budget	2025 Projected	2026 Budget
OPERATING REVENUE					
Water for Resale - Ashwaubenon	\$ 3,091,073	\$ 3,182,219	\$ 3,700,000	\$ 3,500,000	\$ 3,550,000
OPERATING EXPENSES					
Pumping Expense					
Fuel/Power Purchased for Pumping	150,322	132,429	146,280	147,000	148,000
Water Treatment Expense					
Chemicals	86,701	84,320	90,000	83,000	88,000
Treatment Operations	22,481	20,409	21,800	19,000	21,000
Total Water Treatment Expense	109,182	104,729	111,800	102,000	109,000
Depreciation Expense	111,434	111,434	111,434	111,434	111,434
TOTAL OPERATING EXPENSE	370,938	348,592	369,514	360,434	368,434
OPERATING INCOME	2,720,135	2,833,627	3,330,486	3,139,566	3,181,566
NONOPERATING REVENUES (EXPENSES)					
Amortization of Debt Premium	52,807	52,807	52,807	52,807	52,807
Tax Equivalency	(124,052)	(115,035)	(120,000)	(120,000)	(121,000)
Interest Expense	(113,366)	(104,096)	(95,844)	(95,844)	(71,231)
Amortization of Debt Expense	(24,930)	(20,997)	(16,663)	(16,663)	(16,663)
TOTAL NONOPERATING REVENUES (EXPENSES)	(209,541)	(187,321)	(179,700)	(179,700)	(156,087)
NET INCOME	\$ 2,510,594	\$ 2,646,306	\$ 3,150,786	\$ 2,959,866	\$ 3,025,479

GREEN BAY WATER UTILITY

Operating and Maintenance Expenses by Major Function w/o Ashwaubenon

2026 BUDGET

	2026 Budget Amount	% of Total Budget	2025 Budget Amount	% of Total Budget
Salaries & wages	\$ 5,456,202	21.17%	\$ 5,221,227	21.66%
Employee benefits:				
Health, dental & life insurance	878,195	3.41%	943,527	3.91%
Social Security	434,276	1.68%	396,041	1.64%
WRS pension	408,227	1.58%	359,141	1.49%
Other employee benefits	108,239	0.42%	109,897	0.46%
Total employee benefits	<u>1,828,937</u>	<u>7.10%</u>	<u>1,808,606</u>	<u>7.50%</u>
Total salaries, wages & employee benefits	7,285,139	28.26%	7,029,833	29.16%
Contractor costs	2,090,900	8.11%	2,213,250	9.18%
Materials & supplies	1,266,074	4.91%	1,029,515	4.27%
Vehicle & equipment fuel & maintenance	962,731	3.74%	1,047,463	4.35%
Pumping electric & gas	905,200	3.51%	845,780	3.51%
Treatment plant electric & gas	208,000	0.81%	206,000	0.85%
Office & vehicle building electric & gas	62,875	0.24%	64,150	0.27%
Property maintenance	84,200	0.33%	91,800	0.38%
Chemicals for water treatment	534,500	2.07%	504,000	2.09%
Water sample testing	79,000	0.31%	89,500	0.37%
Outside services (legal, audit, engineering, city services, etc.)	1,151,163	4.47%	1,081,506	4.49%
Liability, property & workers' comp insurance	184,982	0.72%	180,412	0.75%
Meetings, conventions and public information	46,280	0.18%	43,780	0.18%
Other (phone, postage, bad debts, etc.)	90,880	0.35%	99,785	0.41%
Depreciation	6,220,000	24.13%	5,861,000	24.32%
Amortization of wholesale grants	163,103	0.63%	163,103	0.68%
PILOT payment to City	2,240,000	8.69%	2,320,000	9.63%
Debt interest and amortization	<u>2,200,116</u>	<u>8.54%</u>	<u>1,232,841</u>	<u>5.11%</u>
Total Expenses	<u>\$ 25,775,143</u>	<u>100.00%</u>	<u>\$ 24,103,718</u>	<u>100.00%</u>

GREEN BAY WATER UTILITY
Schedule of Cash Flows
2026 BUDGET

	Total	Green Bay	Ashwaubenon
Cash Balance 12/31/23	\$ 12,979,716	\$ (6,506,375)	\$ 19,486,091
Net Income	\$ 5,674,441	\$ 3,028,135	\$ 2,646,306
Capital Contribution	(175,194)	(175,194)	-
Depreciation	6,148,133	6,148,133	-
Amortization	131,453	131,453	-
LT debt proceeds	-	-	-
LT debt pmts	(4,415,000)	(4,042,051)	(372,949)
Amortization of debt prem/disc.	(361,962)	(361,962)	-
Interest on debt reserve	(207,560)	(207,560)	-
Gain/loss on debt reserve	(73,835)	(73,835)	-
Fixed asset purchases	(8,520,370)	(8,360,257)	(160,113)
Net change in cash	(1,799,894)	(3,913,138)	2,113,244
Cash Balance 12/31/24	\$ 11,179,822	\$ (10,419,513)	\$ 21,599,335
Net Income	\$ 8,531,316	\$ 5,571,450	\$ 2,959,866
Capital Contribution	(200,000)	(200,000)	-
Depreciation	6,221,434	6,221,434	-
Amortization	131,453	131,453	-
LT debt proceeds	17,951,896	17,951,896	-
LT debt pmts	(3,910,000)	(3,584,534)	(325,466)
Amortization of debt prem/disc.	(429,876)	(429,876)	-
Interest on debt reserve	(228,000)	(228,000)	-
Gain/loss on debt reserve	(100,000)	(100,000)	-
Fixed asset purchases	(15,639,038)	(14,522,078)	(1,116,960)
Net change in cash	12,329,185	10,811,745	1,517,440
Cash Balance 12/31/25	\$ 23,509,007	\$ 392,232	\$ 23,116,775
Net Income	\$ 5,926,122	\$ 2,900,643	\$ 3,025,479
Capital Contribution	(200,000)	(200,000)	-
Depreciation	6,331,434	6,331,434	-
Amortization	131,453	131,453	-
LT debt proceeds	-	-	-
LT debt pmts	(4,495,000)	(4,154,782)	(340,218)
Amortization of debt prem/disc.	(458,731)	(458,731)	-
Interest on debt reserve	(250,000)	(250,000)	-
Gain/loss on debt reserve	(100,000)	(100,000)	-
Fixed asset purchases	(18,021,485)	(16,637,005)	(1,384,480)
Net change in cash	(11,136,207)	(12,436,988)	1,300,781
Cash Balance 12/31/26	\$ 12,372,800	\$ (12,044,756)	\$ 24,417,556

Cash balance includes O & M, Bond Redemption & Reserve, Construction and Private Service Replacement Accounts.

GREEN BAY WATER UTILITY
RATE OF RETURN ANALYSIS
(Excluding Ashwaubenon Wholesale Operations)
2026 BUDGET

	<u>1/1/25</u>	<u>12/31/25</u>	<u>AVERAGE</u>
Plant in Service (Utility Financed)	\$ 237,193,293	\$ 244,193,293	\$ 240,693,293
Less: Accumulated Depreciation	<u>103,743,556</u>	<u>104,343,556</u>	<u>104,043,556</u>
Net Capital Investment (Utility Financed)	133,449,737	139,849,737	136,649,737
Plus: Materials & Supplies	<u>751,267</u>	<u>775,000</u>	<u>763,134</u>
Rate Base	<u>\$ 134,201,004</u>	<u>\$ 140,624,737</u>	\$ 137,412,871
Less: Regulatory Liability			<u>-</u>
Net Investment Rate Base			\$ 137,412,871
Net Operating Income			<u>\$ 4,864,947</u>
Rate of Return - Estimated			<u>3.54%</u>

	<u>1/1/26</u>	<u>12/31/26</u>	<u>AVERAGE</u>
Plant in Service (Utility Financed)	\$ 244,193,293	\$ 252,624,778	\$ 248,409,036
Less: Accumulated Depreciation	<u>104,343,556</u>	<u>104,943,556</u>	<u>104,643,556</u>
Net Capital Investment (Utility Financed)	139,849,737	147,681,222	143,765,480
Plus: Materials & Supplies	<u>775,000</u>	<u>775,000</u>	<u>775,000</u>
Rate Base	<u>\$ 140,624,737</u>	<u>\$ 148,456,222</u>	\$ 144,540,480
Less: Regulatory Liability			<u>-</u>
Net Investment Rate Base			\$ 144,540,480
Net Operating Income			<u>\$ 3,802,240</u>
Rate of Return - Estimated			<u>2.63%</u>

AUTHORIZED RATE OF RETURN: 4%

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN
2026 BUDGET**

Project	Department	Amount
Computer System Upgrades	Administrative	\$ 30,000
Server Room Switches and Wiring	Administrative	75,000
Vehicle/Equipment Replacement Program Summary	Distribution	655,000
Small Equipment	Distribution/Pumping	50,000
Small Safety Equipment	Distribution/Pumping/Treatment	20,000
Water Utility Installs of Services, Hydrants, Valves & Mains	Distribution	800,000
Cityworks Upgrade & Implementation	Engineering	100,000
GIS (ESRI) Upgrade & Implementation	Engineering	50,000
Water Main Relays	Engineering	6,050,000
Meter Replacement	Metering & Cross Connection	638,485
Generator Addition at Lake Station*	Pumping	8,590,000
Lake Station Intakes Backflushing Connections	Pumping	900,000
Lab Equipment	Treatment	20,000
Ozone System and Filter Plant Instrumentation	Treatment	<u>43,000</u>
 Total Project Costs		 <u><u>\$ 18,021,485</u></u>
 Funding Sources:		
<u>Water User Fees</u>		<u>\$ 9,431,485</u>
Revenue Bonds/Safe Drinking Water Loan*		<u>8,590,000</u>
 Total Funding Sources		 <u><u>\$ 18,021,485</u></u>

FIVE-YEAR CAPITAL IMPROVEMENT PLAN

2026



*THE MISSION OF THE GREEN BAY WATER UTILITY IS
TO PROVIDE RELIABLE, HIGH-QUALITY
DRINKING WATER SUPPLY
WITH EXCEPTIONAL CUSTOMER SERVICE AND VALUE.*

GREEN BAY WATER UTILITY CAPITAL IMPROVEMENT PLAN PROGRAM DEVELOPMENT

It is the intent of the Green Bay Water Utility to maintain a Capital Improvement Plan both to provide physical facilities that are responsive to the needs and demands of the Utility and Utility customers and to be supportive of the long and short range economic, social and environmental development policies of the Utility.

Development of the Five-Year Capital Improvement Plan entails planning together by the various departments within the Utility and with the Business Manager and General Manager. Project requests are submitted by departments in preparation of their operating budget requests. Project and operating budget requests are reviewed by the General Manager to develop a capital program and to balance the operating impact of projects and their funding sources. The Five-Year Capital Improvement Plan is updated each year as an essential component of budget development.

The Five-Year Capital Improvement Plan serves as a planning tool for future growth and development within the Utility. Funds are appropriated in the budget for the current year only, with subsequent years being separately authorized with that year's budget. Sound planning, project descriptions and accurate cost estimates aid in the formulation of a plan that is used as a valuable management tool in accomplishing needed capital improvements within the Utility's ability to pay.

Expenditures consist of a permanent addition to the Utility's assets of major importance and cost and according to Public Service Commission (PSC) definitions. The cost of land acquisition, construction, renovation and equipment are included. Capital Plan assets should have a multi-year useful life or extend the useful life of an existing asset. The Plan includes projects costing approximately \$10,000 or greater.

Funding is provided by user fees "rates" charged to the customers who receive services provided by the Utility. Funding can also be generated through the borrowing of funds (principal) at a cost (interest). Revenue bonds are the main instrument used.

Significant operating and maintenance expenses that are related to maintaining the Utility's capital assets are also included. These are non-frequent or one-time expenses that do not meet the PSC definitions of capital assets but that would have significant effects on our operating budget in a given year. Projects costing \$300,000 or above are included. These expenses would most likely be funded by borrowing of funds and/or recovered through user fees over a number of years.

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN
2025 PROJECT STATUS**

Project	Dept.	2025 Budget Amount	2025 Projected or Actual Cost	2025 Projected Status
Billing System Customer Portal Upgrade	Administrative	\$ 205,000	\$ 233,538	Complete early 2026
Computer System Upgrades	Administrative	30,000	75,000	Complete
Firewall Upgrade	Administrative	15,000	15,000	Complete
Server Optimization Upgrades & Storage Enhancements	Administrative	30,000	5,000	Complete
Server Room Switches and Wiring	Administrative	75,000	-	Complete
Village of Pulaski Water Main*	Administrative	1,285,000	1,330,000	Complete
Village of Luxemburg Water Main*	Administrative	1,510,000	-	N/A
Vehicle/Equipment Replacement Program Summary	Distribution	810,000	1,295,000	Complete
Small Equipment	Distribution/Pumping	59,000	59,000	Complete
Small Safety Equipment	Distribution/Pumping/Treatment	46,000	17,000	Complete
Water Utility Installs of Services, Hydrants, Valves & Mains	Distribution	800,000	725,000	Complete
36-Inch Transmission Main Segment Replacements*	Engineering	600,000	656,000	Complete early 2026
Cityworks Upgrade & Implementation	Engineering	100,000	100,000	Complete
GIS (ESRI) Upgrade & Implementation	Engineering	200,000	200,000	Complete
Water Main Relays	Engineering	5,600,000	3,400,000	Complete
Meter Replacement	Metering & Cross Connection	606,425	933,500	Complete
Chlorine System Upgrade at Lake Station*	Pumping	462,500	634,000	Complete
Generator Addition at Lake Station*	Pumping	3,940,000	4,325,000	Carry forward to 2026
PLC Replacement - All Stations*	Pumping	325,000	325,000	Complete early 2026
Insertion Mag Meters*	Treatment	895,000	1,230,000	Complete
Lab Equipment	Treatment	30,000	6,000	Complete
Filter Media - Moved to O & M budget	Treatment	114,000	-	Complete
Fire Suppression System	Treatment	35,000	33,000	Complete
Ozone System and Filter Plant Instrumentation	Treatment	45,000	42,000	Complete
		<u>\$ 17,817,925</u>	<u>\$ 15,639,038</u>	

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN
2026-2030**

Page	Project	Dept.	2026	2027	2028	2029	2030	Total
4	Computer System Upgrades	Administrative	30,000	30,000	30,000	30,000	30,000	150,000
5	Server Optimization Upgrades & Storage Enhancements	Administrative	-	-	-	350,000	-	350,000
6	Server Room Switches and Wiring	Administrative	75,000	-	-	-	-	75,000
7	South Adams Buildings Roof Replacement & Solar Panels*	Administrative	-	-	75,000	1,000,000	-	1,075,000
8	Vehicle/Equipment Replacement Program Summary	Distribution	655,000	705,000	790,000	415,000	555,000	3,120,000
9-13	Distribution Vehicles							
14-17	Metering & Cross Connection Vehicles							
18-21	Office & Engineering Vehicles							
22	Pumping Vehicles							
23	Treatment Vehicles							
24	Electric Vehicle Charging System Infrastructure	Distribution	-	290,000	-	-	-	290,000
25	Small Equipment	Distribution/Pumping	50,000	50,000	50,000	50,000	50,000	250,000
26	Small Safety Equipment	Distribution/Pumping/Treatment	20,000	20,000	20,000	20,000	20,000	100,000
27	Water Utility Installs of Services, Hydrants, Valves & Mains	Distribution	800,000	800,000	800,000	800,000	800,000	4,000,000
28	Cityworks Upgrade & Implementation	Engineering	100,000	-	100,000	-	-	200,000
29	GIS (ESRI) Upgrade & Implementation	Engineering	50,000	-	-	-	-	50,000
30-34	Water Main Relays	Engineering	6,050,000	6,630,000	5,350,000	6,020,000	7,690,000	31,740,000
35	Water Main Replacement/Relining - Oneida Street*	Engineering	-	1,250,000	-	-	-	1,250,000
36	Water Main Replacement - Humboldt Road*	Engineering	-	-	-	-	1,740,000	1,740,000
27	Meter Replacement	Metering & Cross Connection	638,485	1,133,156	1,426,730	1,767,834	1,885,683	6,851,888
38	Generator Addition at Lake Station*	Pumping	8,590,000	-	-	-	-	8,590,000
39	Lake Station Intakes Backflushing Connections	Pumping	900,000	-	-	-	-	900,000
40	Water Tower - Bader Zone*	Pumping	-	300,000	5,740,000	-	-	6,040,000
41	Lake Station SCADA Antenna Tower Replacement	Pumping	-	150,000	-	-	-	150,000
42	Lake Station Surge Relief Valves	Pumping	-	-	70,000	-	-	70,000
43	Raw Water Transmission Main Combination Air Valves*	Pumping	-	-	-	990,000	-	990,000
44	Taylor St. PRV - SCADA Monitoring	Pumping	-	40,000	-	-	-	40,000
45	Lab Equipment	Treatment	20,000	20,000	20,000	20,000	20,000	100,000
46	Ozone System and Filter Plant Instrumentation	Treatment	43,000	50,000	50,000	35,000	40,000	218,000
47	Lab Addition*	Treatment	-	-	-	-	555,000	555,000
48	Diesel Generator Replacement*	Treatment	-	400,000	-	-	-	400,000
Total Project Costs			\$ 18,021,485	\$ 11,868,156	\$ 14,521,730	\$ 11,497,834	\$ 13,385,683	\$ 69,294,888
Funding Sources:								
Water User Fees			\$ 9,431,485	\$ 9,918,156	\$ 8,706,730	\$ 9,507,834	\$ 11,090,683	\$ 48,654,888
Revenue Bonds/Safe Drinking Water Loan*			8,590,000	1,950,000	5,815,000	1,990,000	2,295,000	20,640,000
Total Funding Sources			\$ 18,021,485	\$ 11,868,156	\$ 14,521,730	\$ 11,497,834	\$ 13,385,683	\$ 69,294,888

See pages 57-65 for Significant Operating and Maintenance Expenses

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN
PROJECT REQUEST FOR 2026 - 2030**

Project Title: Computer System Upgrades

Department: Administrative

Project Description & Justification:

Miscellaneous hardware replacements and software updates on desktop computers, laptops, printers etc.

Impact on On-going Operating Costs/Personnel Requirements:

N/A

COST ANALYSIS					
Estimated Cash Summary					
2026	2027	2028	2029	2030	Total
\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 150,000

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN
PROJECT REQUEST FOR 2026 - 2030**

Project Title: Server Optimization Upgrades & Storage Enhancements

Department: Administrative

Project Description & Justification:

In 2024 & 2025, the server room was overhauled. All hardware and software was replaced to increase data storage. In future years, we will continue to upgrade servers to current Microsoft Operating System and upgrade and add to the hardware at the main office and filter plant based on additional building and operational needs.

Impact on On-going Operating Costs/Personnel Requirements:

N/A

COST ANALYSIS					
Estimated Cash Summary					
2026	2027	2028	2029	2030	Total
\$ -	\$ -	\$ -	\$ 350,000	\$ -	\$ 350,000

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN
PROJECT REQUEST FOR 2026 - 2030**

Project Title: Server Room Switches and Wiring

Department: Administrative

Project Description & Justification:

In 2024 & 2025, the server room was overhauled. All hardware and software was replaced to increase data storage. Since the building remodel and the server room update, the wiring needs to be cleaned up along with the replacement of the switches.

Impact on On-going Operating Costs/Personnel Requirements:

N/A

COST ANALYSIS Estimated Cash Summary					
2026	2027	2028	2029	2030	Total
\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ 75,000

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN
PROJECT REQUEST FOR 2026 - 2030**

Project Title: South Adams Buildings Roof Replacement & Solar Panels

Department: Administrative

Project Description & Justification:

This project would include the replacement of the roofing at the South Adams Street office, warehouse, and vehicle storage building. As part of the Clean Energy Study, it was recommended that an evaluation of including solar panels to the roofing system be completed at the time of roofing replacement to see if the roofing systems could support the panels and to evaluate the cost/benefit ratio adding solar energy to the Utility office operations including future EV charging demands. The solar evaluation and engineering design would occur in 2028 with construction following in 2029.

Impact on On-going Operating Costs/Personnel Requirements:

This project would have the potential of lowering the carbon footprint of the Utility office campus as well as reducing the Utility office electrical costs. Future evaluation will need to account for solar units requiring inverter replacement at 15 years and also investigate what funding support mechanisms might be available at the time to help defray project costs.

COST ANALYSIS					
Estimated Cash Summary					
2026	2027	2028	2029	2030	Total
\$ -	\$ -	\$ 75,000	\$ 1,000,000	\$ -	\$ 1,075,000

GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN
VEHICLE/EQUIPMENT REPLACEMENT PROGRAM SUMMARY
2026 - 2030

2026

ID	Year	Make	Model	Department	Description	Condition	Anticipated miles/hours	Recommended Replacement	Est. Replacement Cost	Disposition
18	2019	Chev	Silverado 2500	Distribution	Locate/service truck	5	111,900	125,000 miles	\$85,000	Keep - Misc. Fleet
19	2019	Ford	F350	Distribution	Crew truck*	6	42,900	55,000 miles	\$90,000	Keep - Misc. Fleet
210	2009	Pontiac	G6	Office & Eng	IT daily usage #	2	117,600	125,000 miles	\$40,000	Sell
113	2013	Ford	E250 Van	Metering	Service van #	3	117,000	125,000 miles	\$50,000	Sell or keep
429	2013	Vermeer	LP555SDT	Distribution	Limited use vacuum excavator	4	1,930 hours	2,000 hours	\$140,000	Sell
8	2015	Cat	Backhoe	Distribution	Backhoe	4	8,472 hours	7,500 hours	\$165,000	Trade-In
22	2021	Chev	Silverado 2500	Distribution	Front line daily usage - On Call	7	88,600	100,000 miles	\$85,000	Sell
TOTAL									\$655,000	

2027

ID	Year	Make	Model	Department	Description	Condition	Anticipated miles/hours	Recommended Replacement	Est. Replacement Cost	Disposition
88	2006	Chev	5500 4 x 4	Distribution	Limited use dump truck	5	34,722	100,000 miles	\$140,000	Sell
9	2016	Freightliner	Dump Truck	Distribution	Front line daily usage	5	80,400	100,000 miles	\$210,000	Sell
213	2016	Chev	Colorado	Pumping	Foreman truck #	6	102,200	125,000 miles	\$55,000	Keep - Misc. Fleet
15	2017	Cat	Backhoe	Distribution	Backhoe	6	7,026 hours	7,500 hours	\$165,000	Trade-In
211	2013	Chev	Impala	Office	Office Transportation #	8	70,300	125,000 miles	\$40,000	Sell
212	2015	Chev	Colorado	Treatment	Foreman truck #	6	101,000	125,000 miles	\$55,000	Keep - Misc. Fleet
305	2019	Chev	Equinox	Treatment	Front line daily usage #	5	198,600	150,000 miles	\$40,000	Sell
TOTAL									\$705,000	

2028

ID	Year	Make	Model	Department	Description	Condition	Anticipated miles/hours	Recommended Replacement	Est. Replacement Cost	Disposition
414	2000	Simco	Drill Rig	Distribution	Limited use drill rig	5	1,839 hours	3,000 hours	\$140,000	Sell
114	2013	Ford	E250 Van	Metering	Service van #	6	79,300	125,000 miles	\$55,000	Sell or keep
214	2017	Dodge	Journey	Office & Eng	Ops. daily usage #	7	61,426	125,000 miles	\$40,000	Sell
11	2017	Mack	Dump Truck	Distribution	Front line daily usage	7	83,300	100,000 miles	\$210,000	Sell
93	2008	Chev	Silverado 2500	Distribution	Limited use plow/salt truck	6	62,831	125,000 miles	\$80,000	Sell
94	2008	Chev	Silverado 5500	Distribution	Daily use patch material dump	5	44,735	100,000 miles	\$125,000	Sell
438	2016	Vermeer	HydroVac	Distribution	Limited use vacuum excavator	6	1,629 hours	2,000 hours	\$140,000	Sell
TOTAL									\$790,000	

2029

ID	Year	Make	Model	Department	Description	Condition	Anticipated miles/hours	Recommended Replacement	Est. Replacement Cost	Disposition
411	1998	Road	Air Comp.	Distribution	Limited use air supply	6	550 hours	1,000 hours	\$30,000	Sell
115	2018	Chev	G2500 Van	Metering	Service van #	7	77,600	125,000 miles	\$55,000	Sell
83	2000	GMC	2500	Dist - Mechanic	Limited use mechanic truck	4	92,573	125,000 miles	\$80,000	Sell
12	2018	Freightliner	Dump Truck	Distribution	Front line daily usage	8	76,600	125,000 miles	\$210,000	Sell
215	2017	Dodge	Journey	Office & Eng	Ops. daily usage #	7	51,000	125,000 miles	\$40,000	Sell
TOTAL									\$415,000	

2030

ID	Year	Make	Model	Department	Description	Condition	Anticipated miles/hours	Recommended Replacement	Est. Replacement Cost	Disposition
17	2019	Ford	F250 4x4	Distribution	Limited use parts/plow truck	9	49,800	125,000 miles	\$80,000	Sell
20	2020	Chev	Silverado 2500	Distribution	Front line daily usage flushing	8	91,400	100,000 miles	\$85,000	Sell
116	2019	Chev	2500 Van	Metering	Service van #	8	77,800	125,000 miles	\$55,000	Sell
99	2019	Ford	F550	Distribution	Daily use patch material dump	8	29,700	100,000 miles	\$100,000	Sell
536	2022	Cub Cadet	972	Distribution	Primary grass mower	8	1,205 hours	1,000 hours	\$25,000	Sell
21	2021	Freightliner	Dump Truck	Distribution	Front line daily usage	8	68,100	100,000 miles	\$210,000	Sell
TOTAL									\$555,000	

Condition 1-10 - (1 = poor, 10 = excellent)

*Crew trucks get replaced every three to five years due to essential reliability. Retired Crew trucks become miscellaneous fleet vehicles used for Distribution maintenance.

Electric vehicle option

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN
PROJECT REQUEST FOR 2026 - 2030**

Project Title: Distribution Vehicles - 2026

Department: Distribution

Project Description & Justification:

2025 Budget Carry-Over:
The following vehicles were originally in the 2026 budget. Due to extended production lead times, the Water Commission granted approval to order these vehicles in 2025. Delivery of the vehicles are expected in the fourth quarter of 2025:
#86 - \$200,000 - Front line daily use dump truck (2005 International dump truck)
#98 - \$200,000 - Front line daily use dump truck (2009 International dump truck)
#3 - \$200,000 - Front line daily use dump truck (2016 Mack dump truck)

2026 Budget:
\$85,000 - Front line daily use locate/service truck.
#18, a 2019 Chev Silverado 2500 locate/service truck will remain in the fleet until it reaches its maximum service life and then be retired.

\$90,000 - Front line daily use crew truck.
#19, a 2019 Ford F350 crew truck will remain in the fleet until it reaches its maximum service life and then be retired.

\$140,000 - Limited use vacuum excavator.
#429, a 2013 Vermeer vacuum excavator will be sold.

\$165,000 - Front line daily use backhoe.
#8, a 2015 Cat backhoe will be sold.

\$85,000 - Front line daily use on-call truck.
#22, a 2021 Chev Silverado 2500 on-call truck will be sold.

Impact on On-going Operating Costs/Personnel Requirements:

The major factor for this equipment replacement is mileage and reliability (daily front line use). Given our climate, rust plays a significant role in the longevity of our vehicles/equipment. This type of maintenance is very expensive and often times doesn't last.

COST ANALYSIS					
Estimated Cash Summary					
2026	2027	2028	2029	2030	Total
\$ 565,000	\$ -	\$ -	\$ -	\$ -	\$ 565,000

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN
PROJECT REQUEST FOR 2026 - 2030**

Project Title: Distribution Vehicles - 2027

Department: Distribution

Project Description & Justification:

\$140,000 - Limited use utility small dump truck.
#88, a 2006 Chev 5500 4x4 will be sold.

\$210,000 - Front line daily use dump truck.
#9, a 2016 Freightliner dump truck will be sold.

\$165,000 - Front line daily use backhoe.
#15, a 2017 Cat backhoe will be a trade-in.

Impact on On-going Operating Costs/Personnel Requirements:

The major factor for this equipment replacements is mileage and reliability (daily front line use). Given our climate, rust plays a significant role in the longevity of our vehicles/equipment. This type of maintenance is very expensive and often times doesn't last.

COST ANALYSIS					
Estimated Cash Summary					
2026	2027	2028	2029	2030	Total
\$ -	\$ 515,000	\$ -	\$ -	\$ -	\$ 515,000

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN
PROJECT REQUEST FOR 2026 - 2030**

Project Title: Distribution Vehicles - 2028

Department: Distribution

Project Description & Justification:

\$140,000 - Limited use drill rig.
#414, a 2000 Simco drill rig will be sold.

\$210,000 - Front line daily use dump truck.
#11, a 2017 Mack dump truck will be sold.

\$80,000 - Limited use utility plow/salt truck.
#93, a 2008 Chev 2500 4x4 will be sold.

\$125,000 - Limited use utility small dump truck.
#94, a 2008 Chev 5500 4x4 will be sold.

\$140,000 - Limited use vacuum excavator.
#438, a 2016 Vermeer HydroVac will be sold.

Impact on On-going Operating Costs/Personnel Requirements:

The major factor for this equipment replacements is mileage and reliability (daily front line use). Given our climate, rust plays a significant role in the longevity of our vehicles/equipment. This type of maintenance is very expensive and often times doesn't last.

COST ANALYSIS					
Estimated Cash Summary					
2026	2027	2028	2029	2030	Total
\$ -	\$ -	\$ 695,000	\$ -	\$ -	\$ 695,000

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN
PROJECT REQUEST FOR 2026 - 2030**

Project Title: Distribution Vehicles - 2029

Department: Distribution

Project Description & Justification:

\$30,000 - Limited use road air compressor.
#411, a 1998 Limited use road air compressor will be sold.

\$80,000 - Limited use mechanic truck.
#83, a 2000 GMC 2500 pick up will be sold.

\$210,000 - Front line daily use dump truck.
#12, a 2018 Freightliner dump truck will be sold.

Impact on On-going Operating Costs/Personnel Requirements:

The major factor for this equipment replacement is mileage and reliability (daily front line use). Given our climate, rust plays a significant role in the longevity of our vehicles/equipment. This type of maintenance is very expensive and often times doesn't last.

COST ANALYSIS					
Estimated Cash Summary					
2026	2027	2028	2029	2030	Total
\$ -	\$ -	\$ -	\$ 320,000	\$ -	\$ 320,000

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN
PROJECT REQUEST FOR 2026 - 2030**

Project Title: Distribution Vehicles - 2030

Department: Distribution

Project Description & Justification:

\$80,000 - Limited use utility parts/plow truck.
#17, a 2019 Ford F250 4x4 will be sold.

\$85,000 - Front line daily use hydrant flushing truck.
#20, a 2020 Chev Silverado 2500 truck will be sold.

\$100,000 - Daily use utility small dump/patch truck.
#99, a 2019 Ford F550 will be sold.

\$25,000 - Primary grass mower.
#536, a 2022 Cub Cadet 972 will be sold.

\$210,000 - Front line daily use dump truck.
#21, a 2021 Freightliner dump truck will be sold.

Impact on On-going Operating Costs/Personnel Requirements:

The major factor for this equipment replacement is mileage and reliability (daily front line use). Given our climate, rust plays a significant role in the longevity of our vehicles/equipment. This type of maintenance is very expensive and often times doesn't last.

COST ANALYSIS					
Estimated Cash Summary					
2026	2027	2028	2029	2030	Total
\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ 500,000

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN
PROJECT REQUEST FOR 2026 - 2030**

Project Title: Metering & Cross Connection Vehicles - 2026

Department: Distribution

Project Description & Justification:

\$50,000 - Front line daily use service van.
#113, a 2013 Ford E250 service van will be sold or remain in the fleet until it reaches its maximum service life and then be retired.

Impact on On-going Operating Costs/Personnel Requirements:

The major factor for this equipment replacement is mileage and reliability (daily front line use). Given our climate, rust plays a significant role in the longevity of our vehicles/equipment. This type of maintenance is very expensive and often times doesn't last.

COST ANALYSIS					
Estimated Cash Summary					
2026	2027	2028	2029	2030	Total
\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN
PROJECT REQUEST FOR 2026 - 2030**

Project Title: Metering & Cross Connection Vehicles - 2028

Department: Distribution

Project Description & Justification:

\$55,000 - Front line daily use service van.
 Electric vehicle option will be evaluated.
 #114, a 2013 Ford E250 service van will be sold or remain in the fleet until it reaches its maximum service life and then be retired.

Impact on On-going Operating Costs/Personnel Requirements:

The major factor for this equipment replacements is mileage and reliability (daily front line use). Given our climate, rust plays a significant role in the longevity of our vehicles/equipment. This type of maintenance is very expensive and often times doesn't last.

COST ANALYSIS					
Estimated Cash Summary					
2026	2027	2028	2029	2030	Total
\$ -	\$ -	\$ 55,000	\$ -	\$ -	\$ 55,000

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN
PROJECT REQUEST FOR 2026 - 2030**

Project Title: Metering & Cross Connection Vehicles - 2029

Department: Distribution

Project Description & Justification:

\$55,000 - Front line daily use service van.
 Electric vehicle option will be evaluated.
 #115, a 2018 Chev 2500 service van will be sold or remain in the fleet until it reaches its maximum service life and then be retired.

Impact on On-going Operating Costs/Personnel Requirements:

The major factor for this equipment replacement is mileage and reliability (daily front line use). Given our climate, rust plays a significant role in the longevity of our vehicles/equipment. This type of maintenance is very expensive and often times doesn't last.

COST ANALYSIS					
Estimated Cash Summary					
2026	2027	2028	2029	2030	Total
\$ -	\$ -	\$ -	\$ 55,000	\$ -	\$ 55,000

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN
PROJECT REQUEST FOR 2026 - 2030**

Project Title: Metering & Cross Connection Vehicles - 2030

Department: Distribution

Project Description & Justification:

\$55,000 - Front line daily use service van.
Electric vehicle option will be evaluated.
#116, a 2019 Chev 2500 service van will be sold.

Impact on On-going Operating Costs/Personnel Requirements:

The major factor for this equipment replacement is mileage and reliability (daily front line use). Given our climate, rust plays a significant role in the longevity of our vehicles/equipment. This type of maintenance is very expensive and often times doesn't last.

COST ANALYSIS					
Estimated Cash Summary					
2026	2027	2028	2029	2030	Total
\$ -	\$ -	\$ -	\$ -	\$ 55,000	\$ 55,000

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN
PROJECT REQUEST FOR 2026 - 2030**

Project Title: Office & Engineering Vehicles - 2026

Department: Distribution

Project Description & Justification:

\$40,000 - Front line daily use miscellaneous IT transportation vehicle.
#210, a 2009 Pontiac G6 will be sold.

Impact on On-going Operating Costs/Personnel Requirements:

The major factor for this equipment replacement is mileage and reliability (daily front line use). Given our climate, rust plays a significant role in the longevity of our vehicles/equipment. This type of maintenance is very expensive and often times doesn't last.

COST ANALYSIS					
Estimated Cash Summary					
2026	2027	2028	2029	2030	Total
\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ 40,000

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN
PROJECT REQUEST FOR 2026 - 2030**

Project Title: Office & Engineering Vehicles - 2027

Department: Distribution

Project Description & Justification:

\$40,000 - Daily office transportation vehicle.
Electric vehicle option will be evaluated.
#211, a 2013 Chev Impala will be sold.

Impact on On-going Operating Costs/Personnel Requirements:

The major factor for this equipment replacement is mileage and reliability (daily front line use). Given our climate, rust plays a significant role in the longevity of our vehicles/equipment. This type of maintenance is very expensive and often times doesn't last.

COST ANALYSIS					
Estimated Cash Summary					
2026	2027	2028	2029	2030	Total
\$ -	\$ 40,000	\$ -	\$ -	\$ -	\$ 40,000

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN
PROJECT REQUEST FOR 2026 - 2030**

Project Title: Office & Engineering Vehicles - 2028

Department: Distribution

Project Description & Justification:

\$40,000 - Front line daily use transportation vehicle.
 Electric vehicle option will be evaluated.
 #214, a 2017 Dodge Journey will be sold.

Impact on On-going Operating Costs/Personnel Requirements:

The major factor for this equipment replacements is mileage and reliability (daily front line use). Given our climate, rust plays a significant role in the longevity of our vehicles/equipment. This type of maintenance is very expensive and often times doesn't last.

COST ANALYSIS					
Estimated Cash Summary					
2026	2027	2028	2029	2030	Total
\$ -	\$ -	\$ 40,000	\$ -	\$ -	\$ 40,000

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN
PROJECT REQUEST FOR 2026 - 2030**

Project Title: Office & Engineering Vehicles - 2029

Department: Distribution

Project Description & Justification:

\$40,000 - Daily use Operations and Management transportation vehicle.
#215, a 2017 Dodge Journey will be sold.

Impact on On-going Operating Costs/Personnel Requirements:

The major factor for this equipment replacement is mileage and reliability (daily front line use). Given our climate, rust plays a significant role in the longevity of our vehicles/equipment. This type of maintenance is very expensive and often times doesn't last.

COST ANALYSIS					
Estimated Cash Summary					
2026	2027	2028	2029	2030	Total
\$ -	\$ -	\$ -	\$ 40,000	\$ -	\$ 40,000

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN
PROJECT REQUEST FOR 2026 - 2030**

Project Title: Pumping Vehicles - 2027

Department: Distribution

Project Description & Justification:

\$55,000 - Daily use foreman transportation vehicle.
Electric vehicle option will be evaluated.
#213, a 2016 Chev Colorado foreman truck will remain in the fleet until it reaches its maximum service life and then be retired.

Impact on On-going Operating Costs/Personnel Requirements:

The major factor for this equipment replacement is mileage and reliability (daily front line use). Given our climate, rust plays a significant role in the longevity of our vehicles/equipment. This type of maintenance is very expensive and often times doesn't last.

COST ANALYSIS					
Estimated Cash Summary					
2026	2027	2028	2029	2030	Total
\$ -	\$ 55,000	\$ -	\$ -	\$ -	\$ 55,000

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN
PROJECT REQUEST FOR 2026 - 2030**

Project Title: Treatment Plant Vehicles - 2027

Department: Distribution

Project Description & Justification:

\$55,000 - Daily use foreman transportation vehicle.
#212, a 2015 Chev Colorado foreman truck will remain in the fleet until it reaches its maximum service life and then be retired.

\$40,000 - Daily use transportation vehicle to filter plant.
Electric vehicle option will be evaluated.
#305, a 2019 Chev Equinox will be sold.

Impact on On-going Operating Costs/Personnel Requirements:

The major factor for this equipment replacements is mileage and reliability (daily front line use). Given our climate, rust plays a significant role in the longevity of our vehicles/equipment. This type of maintenance is very expensive and often times doesn't last.

COST ANALYSIS					
Estimated Cash Summary					
2026	2027	2028	2029	2030	Total
\$ -	\$ 95,000	\$ -	\$ -	\$ -	\$ 95,000

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN
PROJECT REQUEST FOR 2026 - 2030**

Project Title: Electric Vehicle (EV) Charging System Infrastructure

Department: Distribution

Project Description & Justification:

As part of the Clean Energy Study, the Utility is planning for the future implementation of electric vehicles into its fleet. Prior to or in conjunction with the EV purchases, the design and construction of the charging infrastructure will need to be in place in order to support the vehicles.

Impact on On-going Operating Costs/Personnel Requirements:

The electrical demand charges at the Utility Office (631 S. Adams Street) is a factor being used in planning the implementation of EV and the charging infrastructure as the Utility should bring a number of EV's on at one time to help mitigate the increase in demand charges.

COST ANALYSIS					
Estimated Cash Summary					
2026	2027	2028	2029	2030	Total
\$ -	\$ 290,000	\$ -	\$ -	\$ -	\$ 290,000

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN
PROJECT REQUEST FOR 2026 - 2030**

Project Title: Small Equipment

Department: Distribution/Pumping/Treatment

Project Description & Justification:

This request is for the purchase of equipment for new vehicle set up and new or replacement equipment over the value of \$500. The Distribution, Pumping and Treatment divisions now combine their small equipment budgets into one CIP entry. Some examples small equipment purchases include generators, pipe saws, gas and electric pumps, valve operators, trench compactors, small trailers, inspection cameras, pipe tapping machines, pipe tapping motors, welders, electronic leak detection equipment, GPS locating equipment and torch kits. The major factor for these equipment replacements is maintenance and reliability (daily front line use).

Impact on On-going Operating Costs/Personnel Requirements:

N/A

COST ANALYSIS					
Estimated Cash Summary					
2026	2027	2028	2029	2030	Total
\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 250,000

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN
PROJECT REQUEST FOR 2026 - 2030**

Project Title: Small Safety Equipment

Department: Distribution

Project Description & Justification:

This request is for the replacement of safety equipment over the value of \$500. The Distribution, Pumping and Treatment divisions combine their small safety equipment budgets into one CIP entry. Some examples of this type of equipment include trench shields, air shores, fin-form trench wall plates, large steel shoring plates, davit systems for confined space entry/exit, oxygen monitors and ventilators. For 2026, the team is reviewing the potential for replacing the scissors lift. The major factor determining equipment replacement is its age and maintenance needs such that the equipment remains reliable for daily front line use.

Impact on On-going Operating Costs/Personnel Requirements:

N/A

COST ANALYSIS					
Estimated Cash Summary					
2026	2027	2028	2029	2030	Total
\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 100,000

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN
PROJECT REQUEST FOR 2026 - 2030**

Project Title: Water Utility Installs of Services, Hydrants, Valves & Mains

Department: Distribution

Project Description & Justification:

Water Utility stand alone installations of services, hydrants & valves along with replacement of mains due to repairs.

Impact on On-going Operating Costs/Personnel Requirements:

N/A

COST ANALYSIS					
Estimated Cash Summary					
2026	2027	2028	2029	2030	Total
\$ 800,000	\$ 800,000	\$ 800,000	\$ 800,000	\$ 800,000	\$ 4,000,000

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN
PROJECT REQUEST FOR 2026 - 2030**

Project Title: Cityworks Upgrade & Implementation

Department: Engineering

Project Description & Justification:

Upgrade the Cityworks software (through Trimble) from its soon-to-be unsupported platform to a new, service-supported platform. This project includes the consultant costs through Power Engineers, the Cityworks software upgrade, re-evaluation of the software customizations, deployment of the upgrade and migration of the data storage from on-site servers to Cloud Storage.

Impact on On-going Operating Costs/Personnel Requirements:

N/A

COST ANALYSIS					
Estimated Cash Summary					
2026	2027	2028	2029	2030	Total
\$ 100,000	\$ -	\$ 100,000	\$ -	\$ -	\$ 200,000

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN
PROJECT REQUEST FOR 2026 - 2030**

Project Title: GIS (ESRI) Upgrade & Implementation

Department: Engineering

Project Description & Justification:

This is the final year of a three-year upgrade project from ArcGIS to ArcGIS Pro started in late 2024 to move the Utility's GIS software (through Environmental System Research Institute) from its current unsupported platform to a new, service-supported platform. This project includes the consultant costs through Power Engineers, the ArcGIS Pro upgrade, the interim Cityworks upgrade, deployment of the upgrade and migration of the data storage from on-site servers to a Utility Network (Cloud Storage).

Impact on On-going Operating Costs/Personnel Requirements:

N/A

COST ANALYSIS					
Estimated Cash Summary					
2026	2027	2028	2029	2030	Total
\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN
PROJECT REQUEST FOR 2026 - 2030**

Project Title: Water Main Relays - 2026

Department: Engineering

Project Description & Justification:

Relays on Resurfacing Streets:

14th Avenue - \$440,000
 Alvina Street - \$210,000
 Bretcoe Drive - \$210,000
 Hillside Lane - \$350,000
 Irene Street - \$100,000
 Minor Court - \$210,000
 Neufeld Street - \$370,000
 Raymond Street - \$330,000
 Skyline Boulevard(ES) - \$90,000

Relays on Reconstructed Streets:

4th Street - \$190,000 (2025 Carry-Over)
 Hazel Street - \$300,000 (2025 Carry-Over)
 Howard St. - \$410,000 (2025 Carry-Over)
 Oak Street - \$190,000 (2025 Carry-Over)
 N. Maple Av. - \$380,000 (2025 Carry-Over)
 N. Maple Av. - \$520,000 (2025 Carry-Over)
 N. Irwin Av. - \$90,000 (2025 Carry-Over)
 Oxford Av. - \$170,000 (2025 Carry-Over)
 Reed Street - \$90,000 (2025 Carry-Over)
 Mather Street - \$1,400,000

Total Footage = 23,000 Feet / 4.36 Miles

Impact on On-going Operating Costs/Personnel Requirements:

N/A

COST ANALYSIS					
Estimated Cash Summary					
2026	2027	2028	2029	2030	Total
\$ 6,050,000	\$ -	\$ -	\$ -	\$ -	\$ 6,050,000

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN
PROJECT REQUEST FOR 2026 - 2030**

Project Title: Water Main Relays - 2027

Department: Engineering

Project Description & Justification:

Relays on Resurfacing Streets:

Alpine Drive - \$190,000
 Amy Street - \$230,000
 Bonnie Court - \$70,000
 Cedar Street - \$230,000
 Clayton Place - \$210,000
 Columbia Avenue - \$490,000
 Lost Lane - \$210,000
 Minahan Street - \$140,000
 Park Street - \$120,000
 Royal Boulevard - \$280,000
 Royal Boulevard - \$120,000
 S. Locust Avenue - \$130,000
 Schoen Street - \$230,000
 Schwartz Street - \$210,000
 Spence Street - \$650,000

Relays on Reconstructed Streets:

Hinkle Street - \$150,000
 N. Maple Avenue - \$190,000
 13th Avenue - \$570,000
 Division Street - \$600,000
 Chicago Street - \$100,000
 Elmore Street - \$1,200,000
 Congress Street - \$110,000

Water Utility Stand Alone Relays:

Supply Lines - \$200,000

Total Footage = 25,100 Feet / 4.75 Miles

Impact on On-going Operating Costs/Personnel Requirements:

N/A

COST ANALYSIS					
Estimated Cash Summary					
2026	2027	2028	2029	2030	Total
\$ -	\$ 6,630,000	\$ -	\$ -	\$ -	\$ 6,630,000

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN
PROJECT REQUEST FOR 2026 - 2030**

Project Title: Water Main Relays - 2028

Department: Engineering

Project Description & Justification:

Relays on Resurfacing Streets:

Alrose Street - \$140,000
 Bader Street - \$330,000
 Crest Lane - \$260,000
 Erma Drive - \$120,000
 Goodell Street - \$140,000
 Langlade Avenue - \$350,000
 Maryhill Drive - \$260,000
 Newberry Avenue - \$330,000
 Russell Street - \$230,000
 Waverly Place - \$140,000

Relays on Reconstructed Streets:

13th Avenue - \$870,000
 Emilie Street - \$360,000
 S. Roosevelt Street - \$300,000
 Elmore Street - \$270,000
 Augusta Street - \$70,000
 Spring Street - \$90,000
 Hinkle Street - \$430,000
 St. Clair Street - \$460,000

Water Utility Stand Alone Relays:

Supply Lines - \$200,000

Total Footage = 20,675 Feet / 3.92 Miles

Impact on On-going Operating Costs/Personnel Requirements:

N/A

COST ANALYSIS					
Estimated Cash Summary					
2026	2027	2028	2029	2030	Total
\$ -	\$ -	\$ 5,350,000	\$ -	\$ -	\$ 5,350,000

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN
PROJECT REQUEST FOR 2026 - 2030**

Project Title: Water Main Relays - 2029

Department: Engineering

Project Description & Justification:

Relays on Resurfacing Streets:

Biemeret Street - \$490,000
 Eastview Drive - \$210,000
 Echo Hill Drive - \$230,000
 Gross Avenue - \$120,000
 Jamesford Avenue - \$260,000
 Kenwood Drive - \$350,000
 Queoff Street - \$140,000
 Ravenswood Drive - \$210,000
 Sandy Lane - \$70,000
 St. Charles Drive - \$280,000
 St. Lawrence Drive - \$260,000
 Suburban Avenue - \$90,000
 Swiss Hill Drive - \$510,000

Relays on Reconstructed Streets:

Chicago Street - \$360,000
 Clay Street - \$1,280,000
 S. Quincy Street - \$770,000
 S. Chestnut Avenue - \$190,000

Water Utility Stand Alone Relays:

Supply Lines - \$200,000

Total Footage = 22,150 Feet / 4.20 Miles

Impact on On-going Operating Costs/Personnel Requirements:

N/A

COST ANALYSIS					
Estimated Cash Summary					
2026	2027	2028	2029	2030	Total
\$ -	\$ -	\$ -	\$ 6,020,000	\$ -	\$ 6,020,000

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN
PROJECT REQUEST FOR 2026 - 2030**

Project Title: Water Main Relays - 2030

Department: Engineering

Project Description & Justification:	
<u>Relays on Resurfacing Streets:</u> Ellis Street - \$370,000 Huth Street - \$330,000 Kellogg Street - \$690,000 Reimer Street - \$330,000 Schober Street - \$330,000 Sunrise Court - \$530,000 Sunrise Court - \$140,000	<u>Relays on Reconstructed Streets:</u> S. Quincy Street - \$450,000 Baird Street - \$1,320,000 Chicago Street - \$90,000 Christiana Street - \$410,000 Hubbard Street - \$600,000 Yale Street - \$140,000 Shawano Avenue - \$1,760,000 <u>Water Utility Stand Alone Relays:</u> Supply Lines - \$200,000
Total Footage = 27,220 Feet / 5.16 Miles	

Impact on On-going Operating Costs/Personnel Requirements:
N/A

COST ANALYSIS					
Estimated Cash Summary					
2026	2027	2028	2029	2030	Total
\$ -	\$ -	\$ -	\$ -	\$ 7,690,000	\$ 7,690,000

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN
PROJECT REQUEST FOR 2026 - 2030**

Project Title: Water Main Replacement/Relining - Oneida Street

Department: Engineering

Project Description & Justification:

This project is would encompass a stand-alone water main relining and replacement project along Oneida Street from Ninth Street to West Mason Street. The existing water main is a late 1940's and early 1950's vintage 12-inch diameter cast iron water main that has had an increasing rate of larger leaks in recent years. With Oneida Street not being a candidate for roadway reconstruction via the City's program in the near future, the Water Utility is planning to reline the appropriate sections of water main to minimize pavement maintenance costs and replace the other sections of water main along this route.

Impact on On-going Operating Costs/Personnel Requirements:

N/A

COST ANALYSIS					
Estimated Cash Summary					
2026	2027	2028	2029	2030	Total
\$ -	\$ 1,250,000	\$ -	\$ -	\$ -	\$ 1,250,000

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN
PROJECT REQUEST FOR 2026 - 2030**

Project Title: Water Main Replacement - Humboldt Road

Department: Engineering

Project Description & Justification:

This project is part of the short-term capital improvements listed in the Master Plan. The Mount Mary Elevated Storage is nearing the end of its useful life and the WDNR is recommending its demolition prior to its next maintenance cycle (early 2030's). Prior to tank demolition, the existing 8-inch water main along Humboldt Road (Lake Largo Drive to Mount Mary Drive) will be replaced to provide a reliable water main grid connection within the Mount Mary pressure zone.

Impact on On-going Operating Costs/Personnel Requirements:

N/A

COST ANALYSIS					
Estimated Cash Summary					
2026	2027	2028	2029	2030	Total
\$ -	\$ -	\$ -	\$ -	\$ 1,740,000	\$ 1,740,000

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN
PROJECT REQUEST FOR 2026 - 2030**

Project Title: Meter Replacement

Department: Metering & Cross Connection

Project Description & Justification:
Meters are replaced every year according to PSC guidelines. The following is a listing of the number of meters and MTUs that will be purchased each year (including labor):

2026: Meters - 1,785 MTUs - 1,755
 2027: Meters - 3,630 MTUs - 2,600
 2028: Meters - 4,155 MTUs - 3,100
 2029: Meters - 4,780 MTUs - 3,700
 2030: Meters - 4,870 MTUs - 3,800

Impact on On-going Operating Costs/Personnel Requirements:
N/A

COST ANALYSIS					
Estimated Cash Summary					
2026	2027	2028	2029	2030	Total
\$ 638,485	\$ 1,133,156	\$ 1,426,730	\$ 1,767,834	\$ 1,885,683	\$ 6,851,888

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN
PROJECT REQUEST FOR 2026 - 2030**

Project Title: Generator Addition at Lake Station

Department: Pumping

Project Description & Justification:

Install an additional generator including switch gear and accommodating structures at the Lake Station. Associated engineering work for preparation of plans and specifications and bidding was completed in 2024. Site/utility work as well as building construction was completed throughout the course of 2025. The major electrical component construction is to be completed throughout 2026 with anticipated start-up of the improvements scheduled for late 2026.. There are long lead times on some of the electrical components, hence the expanded construction timeframe.

Impact on On-going Operating Costs/Personnel Requirements:

This project will update the emergency generator electrical equipment and switchgear as well as upgrade the electrical feed to an industry standard voltage. The upgrade of the two existing generators and addition of a third generator will give the Utility the ability to run more pumps on emergency power generation thus improving efficiency and providing greater Lake Station raw water supply reliability.

COST ANALYSIS					
Estimated Cash Summary					
2026	2027	2028	2029	2030	Total
\$ 8,590,000	\$ -	\$ -	\$ -	\$ -	\$ 8,590,000

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN
PROJECT REQUEST FOR 2026 - 2030**

Project Title: Lake Station Intakes Backflushing Connections

Department: Pumping

Project Description & Justification:

As part of a Utility initiative to bring the south intake back into service in 2025, it was discovered during the course of the south intake inspection and startup that the intake pipeline was impacted with sediment between 25% and 50% of the intake cross-sectional area. There is a WDNR-permittable backflushing project that can be completed on the intake whereby the sediment can be flushed from the pipeline using lake water. While the backflushing equipment is on-site, the north intake will be completed as well since the additional cost is minimal with the intakes being located in the same vicinity.

This CIP submittal will fund the construction of the permanent backflushing connection needed on each intake for the backflushing pump system. These connections will be used in the future as launch ports for full-length intake ROV inspections.

Impact on On-going Operating Costs/Personnel Requirements:

A backflushing maintenance project returns the capacity of the intakes to near design conditions and returns the raw water supply capabilities into the Lake Station wet wells to a reliable level for any pumping condition.

COST ANALYSIS					
Estimated Cash Summary					
2026	2027	2028	2029	2030	Total
\$ 900,000	\$ -	\$ -	\$ -	\$ -	\$ 900,000

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN
PROJECT REQUEST FOR 2026 - 2030**

Project Title: Water Tower - Bader Zone

Department: Pumping

Project Description & Justification:

As part of the Master Plan recommendation to provide storage and reliability in the system's second largest water using pressure zone, this project would include the construction of a 1 million gallon water tower in Bader zone. The current plan would be to complete the purchase of land and engineering design in 2027 with construction following in 2028.

Impact on On-going Operating Costs/Personnel Requirements:

N/A

COST ANALYSIS					
Estimated Cash Summary					
2026	2027	2028	2029	2030	Total
\$ -	\$ 300,000	\$ 5,740,000	\$ -	\$ -	\$ 6,040,000

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN
PROJECT REQUEST FOR 2026 - 2030**

Project Title: Lake Station SCADA Antenna Tower Replacement

Department: Pumping

Project Description & Justification:

This project would upgrade the aging antenna structure located at the Lake Pumping Station. This would include removal and replacement of existing structure with a stand alone self-supporting tower per Wireless Internet Service Provider (WISP) service specifications.

Impact on On-going Operating Costs/Personnel Requirements:

The Lake Station SCADA Antenna Tower has been repaired numerous times over the years with the latest large-scale repair in the summer of 2024 due to windstorm damage. At the time of repair, it was noted by the contractor that the antenna needs replacement due to its age. This antenna is the hub for all pumping SCADA communications to the Lake Station.

COST ANALYSIS					
Estimated Cash Summary					
2026	2027	2028	2029	2030	Total
\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ 150,000

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN
PROJECT REQUEST FOR 2026 - 2030**

Project Title: Lake Station Surge Relief Valves

Department: Pumping

Project Description & Justification:

This project is recommended in the Master Plan and the Raw Water System Study involving the addition of two new surge relief valves to supplement the existing three surge relief valves located at the Lake Pump Station. The surge relief valves relieve the water surge caused by pump operation or by pump cut off during power outages. The additional two valves will further help minimize the surge experienced by the raw water transmission main piping and extend its useful life. This project would need to be completed in advance of the abandonment of the Highway B Booster Station/Reservoir.

Impact on On-going Operating Costs/Personnel Requirements:

This project would provide further raw water transmission main protection from surge events thereby extending its useful life.

COST ANALYSIS					
Estimated Cash Summary					
2026	2027	2028	2029	2030	Total
\$ -	\$ -	\$ 70,000	\$ -	\$ -	\$ 70,000

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN
PROJECT REQUEST FOR 2026 - 2030**

Project Title: Raw Water Transmission Main Combination Air Valves Replacement

Department: Pumping

Project Description & Justification:

This project is recommended in the Master Plan and the Raw Water System Study involving the replacement of the existing air relief valves along the raw water transmission mains. The combination air valves help relieve the trapped air within the transmission main or introduce air into the transmission main during large changes in transmission main flow caused by pump cut off during power outages. Replacement of these valves helps minimize the surge and vacuum experienced by the raw water transmission main piping and extending its useful life. This project would need to be completed in advance of the abandonment of the Highway B Booster Station/Reservoir. As part of this project, the evaluation of the Booster Station site for a SCADA control and equipment storage building will be necessary.

Impact on On-going Operating Costs/Personnel Requirements:

This project would provide further raw water transmission main protection from surge events thereby extending its useful life.

COST ANALYSIS					
Estimated Cash Summary					
2026	2027	2028	2029	2030	Total
\$ -	\$ -	\$ -	\$ 990,000	\$ -	\$ 990,000

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN
PROJECT REQUEST FOR 2026 - 2030**

Project Title: Taylor Street Station Pressure Reducing Valve (PRV) - SCADA Monitoring

Department: Pumping

Project Description & Justification:

The Taylor Street PRV Station is the fire flow and back-up pressure reducing valve for the 7th Street Pressure Zone. This station does NOT currently have SCADA equipment installed. At the same time the PRV is being replaced as part of its maintenance program, there would be an addition of electronic control and flow metering capabilities to the station. The addition of SCADA monitoring to the station would allow for use of this station as a reliable back-up feed for the 7th Street Pressure Zone when the system's largest PRV station, the Ninth Street PRV, is taken down for future preventive maintenance and repairs.

Impact on On-going Operating Costs/Personnel Requirements:

This would be beneficial for system monitoring and reliability with minor additions to operating costs.

COST ANALYSIS					
Estimated Cash Summary					
2026	2027	2028	2029	2030	Total
\$ -	\$ 40,000	\$ -	\$ -	\$ -	\$ 40,000

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN
PROJECT REQUEST FOR 2026 - 2030**

Project Title: Lab Equipment

Department: Treatment

Project Description & Justification:

As we continue to expand our lab capabilities we need to purchase new lab equipment.

Impact on On-going Operating Costs/Personnel Requirements:

No new personnel will be needed, but there will most likely be additional operating costs such as equipment maintenance, reagents, etc.

COST ANALYSIS					
Estimated Cash Summary					
2026	2027	2028	2029	2030	Total
\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 100,000

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN
PROJECT REQUEST FOR 2026 - 2030**

Project Title: Ozone System and Filter Plant Instrumentation

Department: Filter Plant

Project Description & Justification:

The ozone system and filter plant instrumentation equipment (differential psi, temp. sensors, loss of head, etc..) is in the 20+ year old range and will need to be systematically replaced.

Impact on On-going Operating Costs/Personnel Requirements:

none

COST ANALYSIS					
Estimated Cash Summary					
2026	2027	2028	2029	2030	Total
\$ 43,000	\$ 50,000	\$ 50,000	\$ 35,000	\$ 40,000	\$ 218,000

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN - OPERATING AND MAINTENANCE EXPENSES
PROJECT REQUEST FOR 2026 - 2030**

Project Title: Lab Addition

Department: Treatment

Project Description & Justification:

The upgrade/expansion of the lab will allow for more in house testing of water quality parameters with the goal of achieving improved finished water quality.

Impact on On-going Operating Costs/Personnel Requirements:

There will be additional on-going operating costs for such things as lab equipment maintenance, lab supplies, etc.

COST ANALYSIS					
Estimated Cash Summary					
2026	2027	2028	2029	2030	Total
\$ -	\$ -	\$ -	\$ -	\$ 555,000	\$ 555,000

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN
PROJECT REQUEST FOR 2026 - 2030**

Project Title: Diesel Generator Replacement

Department: Treatment

Project Description & Justification:

The 650 KW diesel generator at the filter plant that provides backup to the ozone facility is approaching 21 years old and needs to be replaced.

Impact on On-going Operating Costs/Personnel Requirements:

I do not anticipate any impact on operating costs and no additional personnel required.

COST ANALYSIS					
Estimated Cash Summary					
2026	2027	2028	2029	2030	Total
\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$ 400,000

GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN - SIGNIFICANT OPERATING AND MAINTENANCE EXPENSES
2025-2029

Page	Project	Dept.	2026	2027	2028	2029	2030	Total
50	Abandon Highway B Booster	Pumping	\$ -	\$ -	\$ -	\$ -	\$ 600,000	\$ 600,000
51	Lake Station Intakes Backflushing	Pumping	550,000	-	-	-	-	550,000
52	Quincy Tank Overcoat	Pumping	-	300,000	-	-	-	300,000
53	Well & Booster Station Roof Repairs	Pumping	200,000	200,000	200,000	200,000	-	800,000
54	Well & Booster Station HVAC Replacements	Pumping	25,000	25,000	30,000	90,000	-	170,000
55	Filter Plant 150,000 Gallon Tank Painting	Treatment	-	-	-	-	500,000	500,000
56	Sludge Lagoon Dredging #1	Treatment	-	-	-	-	500,000	500,000
57	Sludge Lagoon Dredging #2	Treatment	-	267,500	-	-	-	267,500
Total Project Costs			\$ 775,000	\$ 792,500	\$ 230,000	\$ 290,000	\$ 1,600,000	\$ 3,687,500
Funding Sources:								
Water User Fees			\$ 775,000	\$ 792,500	\$ 230,000	\$ 290,000	\$ 1,600,000	\$ 3,687,500
Revenue Bonds/State Trust Fund Loans*			-	-	-	-	-	-
Total Funding Sources			\$ 775,000	\$ 792,500	\$ 230,000	\$ 290,000	\$ 1,600,000	\$ 3,687,500

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN - OPERATING AND MAINTENANCE EXPENSES
PROJECT REQUEST FOR 2026 - 2030**

Project Title: Abandon Highway B Booster Station

Department: Pumping

Project Description & Justification:

This project is recommended in the Master Plan involving the abandonment and demolition of the Highway B Booster Station, Reservoir and Surge Relief Valves as well as the check valves on the raw water transmission mains. This station is at the end of its useful life and is no longer needed due to the second raw water line being in service. Preceding the abandonment of this station, the projects including the installation of surge relief valves at the Lake Pump Station and installation of combination air valves along the raw water transmission mains will need to be completed.

Impact on On-going Operating Costs/Personnel Requirements:

Lower maintenance costs and streamline pumping operations.

COST ANALYSIS					
Estimated Cash Summary					
2026	2027	2028	2029	2030	Total
\$ -	\$ -	\$ -	\$ -	\$ 600,000	\$ 600,000

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN - OPERATING AND MAINTENANCE EXPENSES
PROJECT REQUEST FOR 2026 - 2030**

Project Title: Lake Station Intakes Backflushing

Department: Pumping

Project Description & Justification:

As part of a Utility initiative to bring the south intake back into service in 2025, it was discovered during the course of the south intake inspection and startup that the intake pipeline was impacted with sediment between 25% and 50% of the intake cross-sectional area. There is a WDNR-permittable backflushing project that can be completed on the intake whereby the sediment can be flushed from the pipeline using lake water. While the backflushing equipment is on-site, the north intake will be completed as well since the additional cost is minimal with the intakes being located in the same vicinity.

This CIP (O&M) submittal will fund the actual maintenance backflushing of each intake.

Impact on On-going Operating Costs/Personnel Requirements:

A backflushing maintenance project returns the capacity of the intakes to near design conditions and returns the raw water supply capabilities into the Lake Station wet wells to a reliable level for any pumping condition.

COST ANALYSIS					
Estimated Cash Summary					
2026	2027	2028	2029	2030	Total
\$ 550,000	\$ -	\$ -	\$ -	\$ -	\$ 550,000

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN - OPERATING AND MAINTENANCE EXPENSES
PROJECT REQUEST FOR 2026 - 2030**

Project Title: Quincy Tank Overcoat

Department: Pumping

Project Description & Justification:

This would include a cleaning and overcoat on the exterior of the Quincy Tank as well as spot cleaning and paint recoating of the dry interior platforms recommended from the most recent tank inspection. A tank overcoat will extend the life of the existing paint system by 15 - 20 years. A tank mixer would also be installed to help maintain the interior wet paint system of the storage tank as a mixer helps to lessen ice from forming in the tank, thereby minimizing paint damage. This project would also include any contractor assistance with recommended WDNR code compliance updates.

Impact on On-going Operating Costs/Personnel Requirements:

This project would require a drain down of the tank for approximately 4-6 weeks.

COST ANALYSIS					
Estimated Cash Summary					
2026	2027	2028	2029	2030	Total
\$ -	\$ 300,000	\$ -	\$ -	\$ -	\$ 300,000

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN - OPERATING AND MAINTENANCE EXPENSES
PROJECT REQUEST FOR 2026 - 2030**

Project Title: Well & Booster Station Roof Replacements

Department: Pumping

Project Description & Justification:

Replace failing well and booster station roofing systems. We are continuing a staggered replacement plan of two sites per year starting with those in poorest condition.

2026 - Eastman/Military Wells

2027 - Highland/Cass Wells

2028 - John Street Booster Station & 54/57 Well

2029 - Lake Pumping Station & Mason Street Well

Impact on On-going Operating Costs/Personnel Requirements:

N/A

COST ANALYSIS					
Estimated Cash Summary					
2026	2027	2028	2029	2030	Total
\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ -	\$ 800,000

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN - OPERATING AND MAINTENANCE EXPENSES
PROJECT REQUEST FOR 2026 - 2030**

Project Title: Well & Booster Station HVAC Replacements

Department: Pumping

Project Description & Justification:

Many of the current HVAC systems are nearly 30 years old and failing. Upgrading to newer systems will help with equipment downtime and overall maintenance costs. Installing newer, high efficiency units will save us money over time. We are continuing a staggered replacement plan of a few units per year over multiple years starting with those in the poorest condition.

2026 - Eastman & Lake Station Office

2027 - 9th Street Booster (2 units)

2028 - Grandview Booster (3 units)

2029 - Adams Street Warehouse and Vehicle Storage Building (7 units)

Impact on On-going Operating Costs/Personnel Requirements:

Installation of newer, high efficiency HVAC units will help to lower electric and natural gas usage at the above listed sites.

COST ANALYSIS					
Estimated Cash Summary					
2026	2027	2028	2029	2030	Total
\$ 25,000	\$ 25,000	\$ 30,000	\$ 90,000	-	\$ 170,000

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN - OPERATING AND MAINTENANCE EXPENSES
PROJECT REQUEST FOR 2026 - 2030**

Project Title: Tank Painting - 150,000 Gallon

Department: Treatment

Project Description & Justification:

The 150,000 gallon elevated tank at the filter plant needs to be sand blasted and painted. Costs for this project are expected to be higher than other tanks due to the style and accessibility of this tank. It was last painted in 2005. Total cost includes consultant (Dixon Engineering) fees, some consultant fees will be incurred in the fall of 2029.

Impact on On-going Operating Costs/Personnel Requirements:

N/A

COST ANALYSIS					
Estimated Cash Summary					
2026	2027	2028	2029	2030	Total
\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ 500,000

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN - OPERATING AND MAINTENANCE EXPENSES
PROJECT REQUEST FOR 2026 - 2030**

Project Title: Sludge Lagoon #1 (South Lagoon) Dredging

Department: Treatment

Project Description & Justification:

Sludge lagoon #1 will be dredged and the solids land applied. Solids from the treatment process are drained from the settling tanks to the lagoon every spring and fall. The solids accumulate in the lagoon and it must be dredged so more solids can be added. This is a project that happens every 5 to 7 years per lagoon. The total cost includes consultant fees (GEI) for the project, some consulting fees will be incurred in the fall of 2029.

Impact on On-going Operating Costs/Personnel Requirements:

N/A

COST ANALYSIS					
Estimated Cash Summary					
2026	2027	2028	2029	2030	Total
\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ 500,000

**GREEN BAY WATER UTILITY
CAPITAL IMPROVEMENT PLAN - OPERATING AND MAINTENANCE EXPENSES
PROJECT REQUEST FOR 2026 - 2030**

Project Title: Sludge Lagoon #2 (North Lagoon) Dredging

Department: Treatment

Project Description & Justification:

Sludge lagoon #2 will be dredged and the solids land applied. Solids from the treatment process are drained from settling tanks to the lagoon every spring and fall. The solids accumulate in the lagoon and it must be dredged so more solids can be added. This is a project that happens every 5 to 7 years per lagoon. In September of 2025 GEI estimated cost at \$225,000 - \$250,000. The CIP value of \$267,500 includes GEI consultant fee of \$17,500.

Impact on On-going Operating Costs/Personnel Requirements:

N/A

COST ANALYSIS					
Estimated Cash Summary					
2026	2027	2028	2029	2030	Total
\$ -	\$ 267,500	\$ -	\$ -	\$ -	\$ 267,500

WHOLESALE WATER SERVICE AGREEMENT

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

Dated:

December 16, 2025

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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 material 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-Hobart Main"** shall mean the main pipe located between the Hobart/Pulaski Point of Delivery to the Village of Hobart municipal line as identified in ATTACHMENT "B".

(ff) **"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.

(gg) **"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 but shall include the Pulaski-Hobart Main.

(hh) “**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 a temporary emergency or maintenance shut off or 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 including the Pulaski-Hobart Main from the Hobart/ Pulaski Point of Delivery which is located in Hobart 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 it's 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. Notwithstanding the ownership of the Pulaski-Hobart Main by Pulaski, in the event Hobart wishes to connect to the Pulaski-Hobart Main, provided Hobart obtains all consents legally required

to make such connection, Pulaski may not condition any consent on, nor will Hobart shall be obligated to reimburse Pulaski for any costs of installation of the Pulaski-Hobart Main.

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 or otherwise materially impact 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; provided, however, if the condition in Section 6.1(e) is not satisfied, the consent of Hobart shall be required.

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 set forth hereinbelow. Hobart's obligations under this Agreement shall not commence until the condition in this Section 8.1 have been met and the Green Bay Water Utility commences delivery of Potable Water to Pulaski.:

- (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 or Hobart reasonably determines that such proposed Pulaski actions would either render Pulaski unable to satisfy all of its duties and obligations hereunder, affect the Green Bay Water Utility's ability to operate the Green Bay Waterworks System or affect the Hobart Waterworks System or Hobart's ability to operate the Hobart 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 or otherwise allowed under the terms of this Agreement. 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.

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) suspending performance in whole or in part under this Agreement if such suspension does not suspend the delivery of water hereunder; (b) bringing an action against Pulaski, which may be an action for money damages or for any other legal or equitable remedy available; or (c) 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 to the extent 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. Hobart shall bear no risk of loss for any property or personal injury damage except as expressly set forth in this Article XIII and only to the extent such loss is the direct result of Hobart's negligence or willful misconduct. Hobart shall be promptly indemnified and held harmless by any Party whose conduct causes or contributes to such loss.

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 third party Claim or 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 third party Claim resulting solely from to the negligence or willful misconduct of Hobart or its Associated Parties and only to the extent of Hobart's adjudicated proportional responsibility. Hobart shall have no duty to indemnify for any Claim or 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, as finally adjudicated or by agreement of the Parties.

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. No obligation of any Party to indemnify, defend, or pay damages under this Article shall arise until all applicable insurance maintained by that Party, including required additional insured coverage, has been exhausted with respect to the subject claim.

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. In addition to the survival of indemnification obligations, all limitations of liability, insurance requirements, defense rights, and procedural protections afforded to any Party under this Article shall survive any expiration or termination of this Agreement.

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. Notwithstanding anything in this Agreement to the contrary, Hobart's aggregate liability for any and all claims, losses, or damages arising hereunder shall not exceed the greater of Hobart's insurance coverage available to satisfy such claim or the total Water Conveyance Charges paid by Pulaski under this Agreement during the preceding twelve (12) months, except for liability arising from Hobart's willful misconduct. Nothing in this Section shall limit a Party's right to receive full indemnity as provided in this Agreement. 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.

Section 14.5 ATTORNEY FEES.

(a) In the event of any litigation arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such litigation. For the purposes of this provision, the "prevailing party" shall be defined as the party who, prior to the commencement of litigation, made a written offer to settle the dispute, and subsequently receives a judgment or award that is more favorable than the terms of the offer made.

(b) Conditions for Awarding Attorney Fees:

1. Pre-Litigation Offer: The party seeking to be recognized as the prevailing party must have made a bona fide written offer to settle the dispute prior to the initiation of litigation. This offer must be communicated to the opposing party in a manner consistent with the notice provisions of this Agreement.

2. More Favorable Award: The judgment or award received by the party claiming to be the prevailing party must be more favorable than the settlement offer made. The determination of whether the award is more favorable shall be based on the net monetary recovery, including any offsets or counterclaims.

3. Documentation: The party claiming attorney fees must provide documentation of the settlement offer and the final judgment or award to substantiate the claim for attorney fees.

4. Court Determination: The determination of the prevailing party and the reasonableness of the attorney fees shall be made by the court or arbitrator presiding over the litigation.

(c) Purpose. This provision is intended to encourage the resolution of disputes without the need for litigation and to ensure that the party who is willing to settle on reasonable terms is not penalized by the costs of litigation.

(d) Enforceability: This provision shall be enforceable to the fullest extent permitted by law and shall survive the termination or expiration of this Agreement.

(d) Notice: All notices related to this provision shall be made in accordance with Article XV of this Agreement.

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) Except for PSC approval, 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, to the knowledge of Hobart, 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 material way affects or questions the validity or enforceability of this Agreement, or in any material 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 Commission

MEMORANDUM

DATE: December 8th, 2025
TO: Green Bay Water Commission
FROM: General Manager Brian Powell, P.E.
RE: Filter Plant Manager Position to be Moved Into Operations Section

Green Bay Water recommends that the Filter Plant Manager position be moved into the Operations Section per our Workforce Analysis completed in 2018 by CH2M. Currently our Operations Section is comprised of the Distribution, Supply & Engineering areas. Moving the Filter Plant into Operations will only help the Utility overall with communication, coordination and day to day operations.



Green Bay Water Commission
MEMORANDUM

DATE: December 8th, 2025
TO: Green Bay Water Commission
FROM: General Manager Brian Powell, P.E.
RE: Water Supply Service Area Plan

Included is Green Bay Water's Water Supply Service Area Plan for your approval. This planning document is required by Wis. Stat. s. 281.348 for public water supply systems that serve a population of 10,000 or more and that withdraw water from the waters of the state. The plan was prepared following procedures outlined in Wisconsin DNR Chapter NR 854.

As a general planning document, the purpose is to provide basic information to the public and communities about Green Bay Water's source and ability to meet current and projected future water demands. This plan will be made available to the public electronically on our website and in printed format in our office. We will welcome public comment until December 31, 2025, followed by a public hearing at our next Commission meeting. The plan will also be delivered to our current wholesale customers and those potential communities included in the future analysis.

The data used to create this plan is based on our 2017 Master Plan and 2025 Master Plan Update, both prepared by AECOM, which analyzed our system for its current usage as well as projecting water demand into the next 20 years.

We recommend the Commission's approval of the plan as prepared.

WATER SUPPLY SERVICE AREA PLAN

GREEN BAY WATER UTILITY

GREEN BAY, WISCONSIN

DECEMBER 2025



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INTRODUCTION

BACKGROUND¹

The City of Green Bay is a community of approximately 107,395 persons located in northeastern Wisconsin in Brown County. The City is located at the head of the Bay of Green Bay, a sub-basin of Lake Michigan, at the mouth of the Fox River and is approximately 120 miles north of the City of Milwaukee.

The Green Bay Water Utility's retail service area, which is the City of Green Bay, is the third most populous city in Wisconsin, and has continued to experience substantial growth in population and tax base. The City has become one of the Wisconsin's predominate manufacturing areas with particular emphasis on the nondurable goods industries.

The Green Bay Water Utility is Wisconsin's third largest drinking water supplier and provides wholesale service to the Village of Ashwaubenon (since June 2006), Town of Scott (since October 2006), the Village of Hobart (since June 2011), and the Village of Wrightstown (since July 2016).

The Green Bay Water Utility draws its water from Lake Michigan 20 miles to the east of the City of Green Bay, just north of the City of Kewaunee. Water is pumped from Lake Michigan via dual transmission mains (42-inch and 54-inch) to the Filter Plant approximately 6 miles east of the City. From the Filter Plant the water is supplied to the city via two 36-inch transmission mains which supply 7 pressure zones, and 4 wholesale customers. The Green Bay Water Utility maintains 8 groundwater wells to provide an emergency backup water supply, 5 water storage tanks in distribution system (elevated and ground), and approximately 514 miles of transmission and distribution mains, ranging in size up to 54 inches in diameter.

The customers of the Green Bay Water Utility include major industrial water users, along with smaller industrial and numerous commercial and residential users. Industrial customers (40 percent), residential (21 percent), and wholesale customers (24 percent) accounted for approximately 84 percent of the total water consumption in 2023 with multi-family, commercial and public customers accounting for the remaining 16 percent.

PURPOSE

The Wisconsin Department of Natural Resources (WDNR) requires a Water Supply Service Area Plan for all public water supply systems that serve a population of 10,000 or more and withdraw water from the waters of the state, which includes Green Bay Water Utility (PWS ID 40503562). In recent years, Green Bay Water Utility (GBW) has prepared plans that evaluate water needs and short- and long-term system improvements required to serve current and future utility customers. These plans were prepared by AECOM in conjunction with staff at GBW, titled "Water System Master Plan" and a subsequent "Water System Master Plan Update," dated December 2017 and January 2025, respectively. The specific planning information required for the WDNR Water Supply Service Area Plan is contained in detail in these already prepared plans and will be

¹ AECOM (January 2025). *Water System Master Plan Update*. Chapter 1

referenced directly. This report compiles information from previously prepared plans as well as supplemental information specific to water service area to demonstrate compliance with Wisconsin Statutes NR 854 as follows:

- Define the planning period for the GBW service area
- Identify the existing and projected GBW service area
- Inventory existing water supply sources
- Inventory of consecutive water systems
- Identify average daily demand
- Describe existing water use
- Identify alternate water sources
- Project water demand
- Recommend how to meet projected water demand

The Water Supply Service Area Plan will also demonstrate that the existing and projected water supply service area for Green Bay Water Utility is entirely contained within the Great Lakes Basin, and no new diversion of Great Lakes water is anticipated.

SECTION 1 – DEFINE PLANNING PERIOD

The Water Service Supply Area Plan is based on a 20-year planning period, from 2025 to 2045. This planning period projects future pumping based on historical water system pumpage data from 2000 to 2025², as well as development and population growth³.

SECTION 2 – DELINEATE SERVICE AREA

Green Bay Water Utility currently provides retail water service to the City of Green Bay, plus four wholesale customers (consecutive systems):

- Village of Ashwaubenon (since 2006)
- Town of Scott (since 2006)
- Village of Hobart (since 2011)
- Village of Wrightstown (since 2016)

GBW has identified three additional communities that have expressed interest in potential service from GBW and are included in future projections and growth for GBW water supply area within the planning period:

- Village of Pulaski (anticipated 2026)
- Village of Luxemburg
- Town of Pittsfield

Projected growth for the water system within the planning period includes (1) future changes in City of Green Bay service area population, (2) future changes in wholesale customer

² AECOM (January 2025). *Water System Master Plan Update*. Figure ES-1 Historical and Projected Average Day Pumpage

³ AECOM (January 2025). *Water System Master Plan Update*. Table ES-1 Future Pumpage Projections

populations, and (3) expansion of service area with the addition of wholesale customers in the future. Population projections were based on Wisconsin Department of Administration (DOA) and U.S. Census Bureau, based on average increases over the last 10 years. A full analysis of the data and assumptions of the City of Green Bay population trends and projections, plus existing and potential future wholesale customer populations is contained within Chapter 2 of the Water System Master Plan Update dated January 2025. This population projection considers land use and potential areas of future development within existing and future service areas.

The Town of Pittsfield population was not included in the Water System Master Plan Update dated January 2025 since the community does not yet have a public water system. However, since the completion of the Water System Master Plan Update, the Village of Pulaski entered an agreement to purchase water from GBW starting in 2026 and developed a memorandum of understanding with the adjacent Town of Pittsfield to allow future potential conveyance of water. The current population of Pittsfield is estimated at 2,833, which has increased by 1.5% since the 2020 Census.⁴ This population is similar in magnitude to the 2025 population listed in Table 2-2 of the Water System Master Plan for Village of Luxemburg at 2,914.⁵

GBW's existing and future service area abuts a separate water supply of Central Brown County Water Authority (CBCWA). The CBCWA supplies drinking water to the following communities that comprise the Authority which have an agreement with the City of Manitowoc and the Manitowoc Public Utilities to obtain water from Lake Michigan:

- City of De Pere
- Village of Allouez
- Village of Bellevue
- Village of Denmark
- Village of Howard
- Town of Lawrence
- Town of Ledgeview

These communities are not included in future demand projections or included in GBW's Water Service Supply Area Plan under normal or emergency conditions.

A map showing the future water supply service area of GBW is shown in Appendix A at the end of this plan (labeled Figure 2-3⁶). The existing and future water supply service area is entirely contained within the Great Lakes basin.

⁴ "Official Final Estimates, 1/1/2025, Wisconsin Municipalities, with Comparison to Census 2020", Wisconsin Demographic Services Center, Wisconsin Department of Administration (DOA)

⁵ AECOM (January 2025). *Water System Master Plan Update*. Table 2-2 Summary of Population for Existing/Potential Wholesale Customers

⁶ AECOM (January 2025). *Water System Master Plan Update*. Figure 2-3 Potential Service Area of Green Bay Water Utility

SECTION 3 – DESCRIBE PUBLIC WATER SUPPLY SYSTEM

WATER SOURCES

Green Bay Water Utility's main source of water is Lake Michigan via two lake intakes. The water is pumped approximately 17 miles to the Filter Plant through a 42-inch prestressed concrete cylinder pipe installed in 1957 and a 54-inch steel pipe installed in 2006. From the Filter Plant three reservoirs supply water to the City via two 36-inch prestressed concrete cylinder transmission mains (approximately 12 miles).

The transmission mains supply water to the various pressure zones in the City and to the wholesale customers (consecutive systems). The distribution system is separated into seven pressure zones to prevent significant topographic fluctuations from providing unacceptable system pressures. The SCADA system allows monitoring of remote facilities and control of some facilities. The Utility has 8 backup wells in the distribution system for emergency supply purposes.⁷

A full inventory of GBW's system infrastructure, along with maps and schematics, is contained within Chapter 4 of the Water System Master Plan Update dated January 2025.

Lake Michigan source water is considered to be high quality, as it is relatively free from contaminants and common water quality concerns. Routine monitoring shows that levels of impurities are either not detected or well below regulatory thresholds, ensuring the water is safe and reliable for consumption. This natural purity reduces the need for extensive treatment processes, allowing us to deliver clean, clear water that is consistently in compliance with state and federal standards.

Water quality naturally experiences seasonal fluctuations in turbidity, pH, and temperature, which are expected variations tied to environmental changes throughout the year. Importantly, the water supply does not require treatment for hardness, and the total organic carbon is consistently low, eliminating any significant issue of chlorination disinfection by-products for this source water. To further safeguard public health and improve aesthetic qualities, ozone treatment was introduced in 2000, effectively inactivating *Cryptosporidium* while also enhancing taste and odor.

GBW began testing the source water for PFAS in 2018 and has not seen a concerning amount of this manufactured substance based on current research. More recently in 2024, EPA announced the maximum allowable concentrations for specific PFAS chemicals:

- PFOA and PFOS: 4 parts per trillion (ppt)
- PFHxS, PFNA, HFPO-DA (GenX): 10 ppt
- Combined Hazard Index for PFBS, PFHxS, PFNA, and HFPO-DA (GenX): 1

⁷ AECOM (January 2025). *Water System Master Plan Update*.

Our recent testing under the EPA's "Fifth Unregulated Contaminant Monitoring Rule" confirms that levels of PFAS at our treatment facilities are below these limits. We continue to test for these potential contaminants on a monthly basis.

CONSECUTIVE SYSTEMS

Green Bay Water Utility currently provides wholesale water to four consecutive systems:

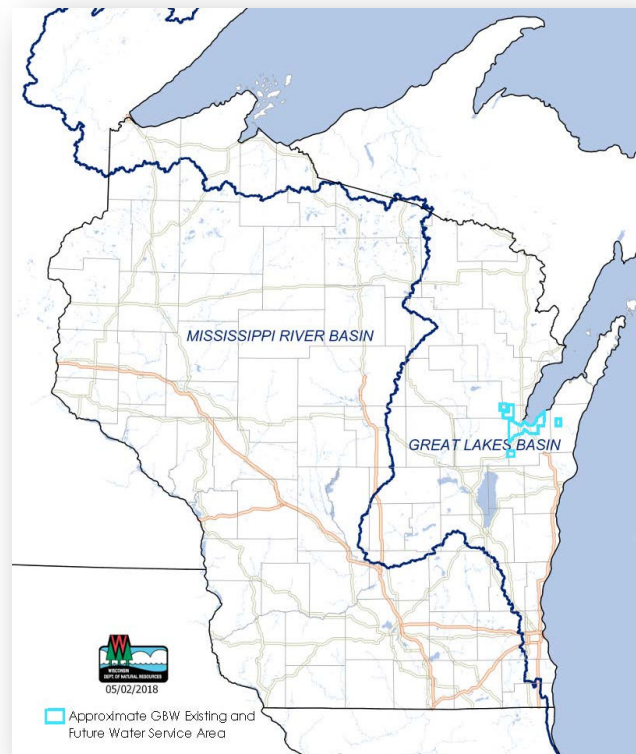
- Village of Ashwaubenon (since 2006)
- Town of Scott (since 2006)
- Village of Hobart (since 2011)
- Village of Wrightstown (since 2016)

GBW has identified three additional communities that have expressed interest in potential service from GBW and are included in future projections and growth for GBW water supply area within the planning period:

- Village of Pulaski (anticipated 2026)
- Village of Luxemburg
- Town of Pittsfield

LOCATION IN GREAT LAKES BASIN

GBW's existing and future service areas are contained entirely within the Great Lakes Basin.



SECTION 4 – DESCRIBE WITHDRAWAL FROM WATER SUPPLY

Green Bay Water Utility supplies water to the system by withdrawing water from Lake Michigan via two lake intakes. The water is pumped approximately 17 miles to the Filter Plant through a 42-inch prestressed concrete cylinder pipe installed in 1957 and a 54-inch steel pipe installed in 2006. From the Filter Plant three reservoirs supply water to the City via two 36-inch prestressed concrete cylinder transmission mains (approximately 12 miles). The transmission mains supply water to the various pressure zones in the City and to the wholesale customers (consecutive systems). The Utility has 8 backup wells in the distribution system for emergency supply purposes.⁸

A full inventory of GBW's system infrastructure, along with maps and schematics, is contained within Chapter 4 of the Water System Master Plan Update dated January 2025.

Average daily withdrawal from Lake Michigan is provided in Figure 3-2 and Table 3-11 in the Water System Master Plan Update dated January 2025. For the past 5 years, total pumpage averaged approximately 19.2 million gallons per day (MGD), which is an increase in approximately 6.5 percent from the 18.0 MGD from the years 2012-2017 described in the Water System Master Plan dated December 2017.^{9 10}

As discussed in Section 7 of this plan, the maximum withdrawal capacity from Lake Michigan is 42 MGD as controlled by the capacity of the Filter Plant.

SECTION 5 – DESCRIBE EXISTING WATER USE

The existing service area population estimated as of 1/1/2025 is as follows¹¹:

- City of Green Bay 107,994
- Village of Ashwaubenon 18,409
- Town of Scott 3,664
- Village of Wrightstown 4,019
- Village of Hobart 11,558

The population density within the existing and projected GBW Water Supply Service Area varies based on census tract. There are areas that have 10,000 or more persons per square mile, and

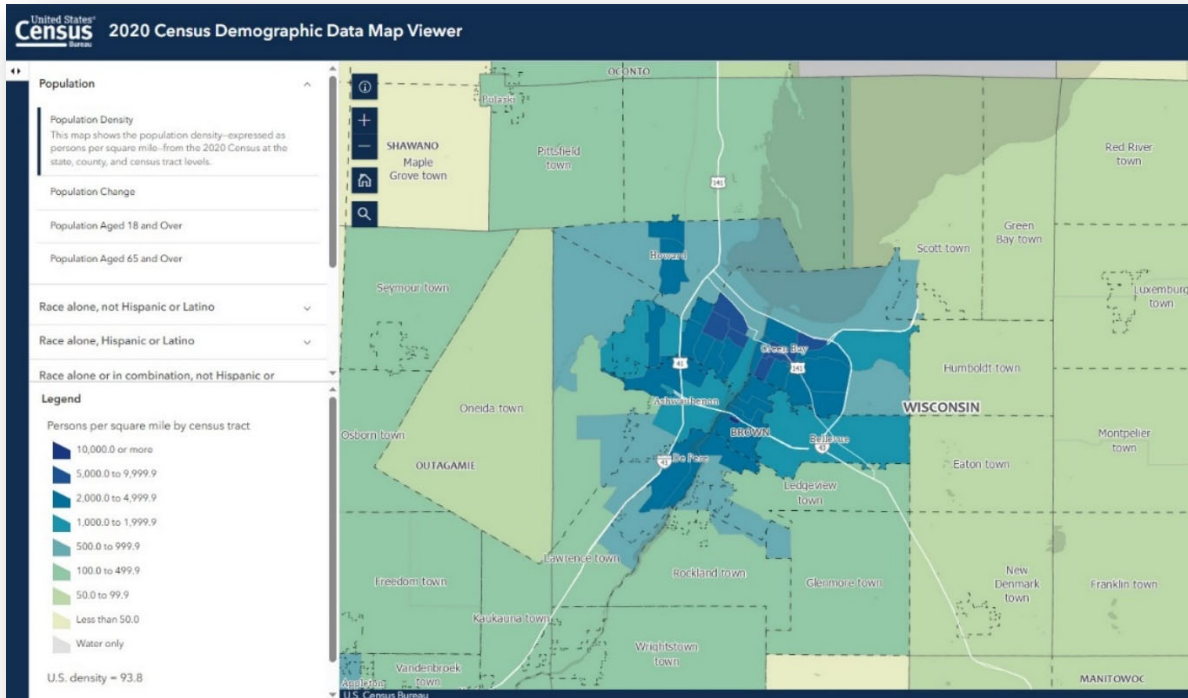
⁸ AECOM (January 2025). *Water System Master Plan Update*.

⁹ AECOM (January 2025). *Water System Master Plan Update*.

¹⁰ AECOM (December 2017). *Water System Master Plan Update*.

¹¹ "Official Final Estimates, 1/1/2025, Wisconsin Municipalities, with Comparison to Census 2020", Wisconsin Demographic Services Center, Wisconsin Department of Administration (DOA)

also areas as low as 50 to 99.9 persons per square mile, as shown in the image below:



Source: United States Census Bureau, 2020 Census Demographic Data Map Viewer
<https://maps.geo.census.gov/ddmv/map.html>

A summary of historic customer water demands and pumpage over the past 27 years is contained entirely within Chapter 3 of the Water System Master Plan Update dated January 2025. Based on this historic data and population projections, future water requirements are estimated.

Although total GBW water sales have not varied drastically over the 27-year period, the characteristics of water sales have changed. As residential and industrial water sales have declined, the Green Bay Water Utility began to supply wholesale customers. Over the 27-year period of data summarized in the table, water sales have varied from a low of 5,389 million gallons per year (MGY) in 2005 to a high of 6,665 MGY in 2021. Sales in residential and commercial were generally decreasing throughout the period. Industrial sales were generally decreasing for the period until the recent increases in the past few years. Overall water sales have increased approximately 7 percent from 2015 to 2023 as a result of wholesale customer sales offsetting the decrease in sales to other customers and the increase in industrial sales.¹²

¹² AECOM (January 2025). *Water System Master Plan Update*. Chapter 3.1.1

The historical number of customers served has been relatively constant. Approximately 93 percent of the approximately 36,100 customers are residential and multi-family customers.¹³

Additional specific information that is required in this water supply service plan is contained entirely within Chapter 3 of the Water System Master Plan Update dated January 2025 and prepared by AECOM:

- Number of retail customers purchasing water for residential use, commercial use, industrial use, public authority (Table 3-3)
- Sales of water for residential use, commercial use, industrial use, and public authority (Table 3-1, Table 3-2, and Figure 3-1)
- Metered water usage for the system's largest 10 retail customers (Table 3-7)
- Metered water sales to consecutive systems for each year since connecting to Green Bay Water (Table 3-8)
- Water usage of consecutive systems for the last 27 years (Table 3-9)

Seasonal pumpage, system maximum day pumpage, and hourly demand fluctuations are additional factors in the planning for projected water demands. Refer to Chapter 3 of the Water System Master Plan Update for the complete data and discussions of this topic.

SECTION 6 – DESCRIBE PROJECTED WATER DEMAND

Sales and pumpage projections were based on assumptions of water demand, coupled with estimates of future populations and community and service area growth. The service area includes the existing retail service area for City of Green Bay, existing consecutive systems (Village of Ashwaubenon, Village of Wrightstown, Town of Scott, Town of Hobart), projected population growth of existing retail and consecutive systems, plus the addition of future consecutive systems (Village of Pulaski, Village of Luxemburg, Town of Pittsfield). At the time of the “Water System Master Plan Update” preparation, the Village of Pulaski was a potential wholesale customer. The Village of Pulaski has since entered into an agreement to purchase water from GBW starting in 2026, and has since developed a memorandum of understanding with the adjacent Town of Pittsfield to allow future potential conveyance of water.

A detailed summary of the individual components and methods to derive the projected water sales and pumpage requirements is provided in Tables 3-13, 3-14, and 3-16 and discussed in detail in Chapter 3, Section 3.3 of the Water System Master Plan Update, dated January 2025.¹⁴ The following highlights describe the projected water demand for the GBW Water Supply Service Area:

1. The projected 2045 average day water requirement is estimated to be approximately 23.2 million gallons per day (MGD). This represents an increase in water requirements of

¹³ AECOM (January 2025). *Water System Master Plan Update*. Chapter 3.1.1

¹⁴ AECOM (January 2025). *Water System Master Plan Update*. Chapter 3.3

nearly 10 percent from the current average day water requirement of approximately 21.2 MGD.^{15 16}

2. Maximum day pumpage for the Green Bay Water Utility is projected to increase to approximately 37.6 MGD in 2030 and to 37.7 MGD in 2045 based on a maximum day factor of 1.65.¹⁷
3. Peak hour demand for the City of Green Bay is projected to increase to approximately 34.9 MGD (24,300 gpm) by 2045 which equates to approximately 44.7 MGD (31,100 gpm) for the Utility by 2045 as peak hour demand for wholesale customers was assumed to come from the wholesale customers' storage and is not included in the calculation of peak hour demand.¹⁸

SECTION 7 – ALTERNATE WATER SOURCES

LAKE MICHIGAN SUPPLY

Green Bay Water is supplied by Lake Michigan surface water since 1957, having a raw water Lake Pump Station with approximate capacity of 30,000 gpm/43 MGD, and a Filter Plant treatment capacity of 29,000 gpm/42 MGD. Finished water is delivered to the City of Green Bay and to consecutive systems via finished water transmission mains. Three booster stations are in the distribution system, but only operate when higher seasonal demands occur.

FILTER PLANT

A memorandum prepared by AECOM in February 2017 provides an assessment of the effective capacity of the Filter Plant, unit process by unit process, and future improvement needs is contained in Appendix F in the Water Service Master Plan dated December 2017.¹⁹ Section 5.1 of the Water System Master Plan Update dated January 2025 reviews the reliable water supply capacity of Lake Michigan source in detail. The capacity of the raw water pumping, filter plant treatment, hydraulic supply of both the raw and finished water transmission mains are adequate to meet current and projected average and maximum day demands.

¹⁵ AECOM (January 2025). *Water System Master Plan Update*. Executive Summary

¹⁶ AECOM (January 2025). *Water System Master Plan Update*. Chapter 3.7

¹⁷ AECOM (January 2025). *Water System Master Plan Update*. Chapter 3.7

¹⁸ AECOM (January 2025). *Water System Master Plan Update*. Chapter 3.7

¹⁹ AECOM (December 2017). *Water System Master Plan*. Appendix F – Memorandum GBW Treatment Plant Evaluation

LAKE PUMP STATION

A technical memorandum prepared by HydraTek in August 2023 provides the pump typical operating point as a result of a pump efficiency study at the Lake Pump Station, and resulted in a reliable pump capacity of 43.4 MGD.²⁰

The auxiliary power source for the Lake Pump Station requires improvements to meet the existing and future average day demands. Currently, the existing two diesel generators at the Lake Pump Station can operate 2 pumps (approximately 17 MGD to 18 MGD). The existing and projected future 2045 average day demand are approximately 21 MGD and 23 MGD, respectively. Note, GBW is currently constructing the recommended electrical improvements and an additional standby generator to address this deficiency. The design was completed by Donohue and Associates, Inc and improvements are anticipated to be in service by end of 2026.

STORAGE

GBW's Lake Michigan supply includes storage for fire protection, water system pressure establishment and maintenance, operational flexibility, and water supply reliability. The water storage includes 4 MG of available effective storage at the Filter Plant (Tables 5-19 and 5-10²¹), plus there is additional effective storage capacity in 5 of the 7 pressure zones in the City of Green Bay (Table 5-11²²). Section 5.2.2 of the Water System Master Plan Update reviews the available storage capacity for the existing system in detail, and projects 2045 future storage requirements at the Filter Plant.

Assuming storage projection for two fires with a maximum fire flow requirement of 3,500 gpm for 180 minutes each and 50 percent of the Filter Plant reservoir volume is available for fire, peak hour, and operation storage and 50 percent for the Filter Plant operation, the system has adequate storage.²³

EMERGENCY SUPPLY

Green Bay Water Utility was served by groundwater wells prior to 1957 when the water supply was then transitioned to Lake Michigan source. The groundwater wells have remained in the system and maintained for emergency back-up purposes. Eight emergency back-up wells are located in four of the seven pressure zones in the City of Green Bay distribution system and together have a reliable well capacity of 10.23 MGD.²⁴

²⁰ AECOM (January 2025). *Water System Master Plan Update*. Table 5-2

²¹ AECOM (January 2025). *Water System Master Plan Update*. Chapter 5.2

²² AECOM (January 2025). *Water System Master Plan Update*. Chapter 5.2

²³ AECOM (January 2025). *Water System Master Plan Update*. Appendix C Table 2

²⁴ AECOM (January 2025). *Water System Master Plan Update*. Table 5-1

If water supply cannot be supplied from the Filter Plant:

- Bader Pressure Zone and Seventh Pressure Zone have adequate total backup well capacities to meet existing maximum day demands.
- John Street Pressure Zone and Hobart Pressure Zone have adequate total capacities to meet existing average day demands.
- The remaining pressure zones do not have backup wells.²⁵

SECTION 8 – PLAN RECOMMENDATIONS

The Water System Supply Area Plan recommends maintaining the current Lake Michigan water supply and infrastructure to meet existing and projected demands outlined in this plan and as supplemented by the complete data and analyses contained in the “Water System Master Plan” prepared by AECOM in December 2017 and the “Water System Master Plan Update” prepared by AECOM in January 2025.

SECTION 9 – CONSISTENCY WITH EXISTING PLANS/AGREEMENTS

Green Bay Water Utility has the following plans and agreements that relate to the projected growth area. All documents account for the existing and future projection of water demand described in this Water Supply Service Area Plan.

1. Wholesale agreement between Green Bay Water Utility and Village of Ashwaubenon, 2006
2. Wholesale agreement between Green Bay Water Utility and Town of Scott, 2006
3. Wholesale agreement between Green Bay Water Utility and Village of Hobart, 2011
4. Wholesale agreement between Green Bay Water Utility and Village of Wrightstown, 2016
5. Wholesale agreement between Green Bay Water Utility and Village of Pulaski, 2025
6. Water System Master Plan, 2017, AECOM
7. Water System Master Plan Update, 2025, AECOM

SECTION 10 – PUBLIC PARTICIPATION

The included Water Supply Service Area Plan has been made available to the public on December 12, 2025, via public notice and www.gbwater.org. Written comments were accepted from the public from December 12 through December 31, 2025.

A public hearing on the plan is scheduled for January 12, 2026, Water Commission meeting. The hearing is offered for attendance in-person and online via Zoom. Any comments received at the public hearing will be added to supplement the plan.

²⁵ AECOM (January 2025). *Water System Master Plan Update*. Appendix C Table 1

SUMMARY OF WRITTEN COMMENTS

Written comments were welcomed from the public upon notice of the plan. The public could submit the written comments via email or U.S. Mail. The following comments were provided:

1. *this section to be completed on 12/31/25*

SUMMARY OF PUBLIC HEARING COMMENTS

Comments were welcomed from the public at the public hearing. The following comments were provided:

1. *this section to be completed on 1/12/26*

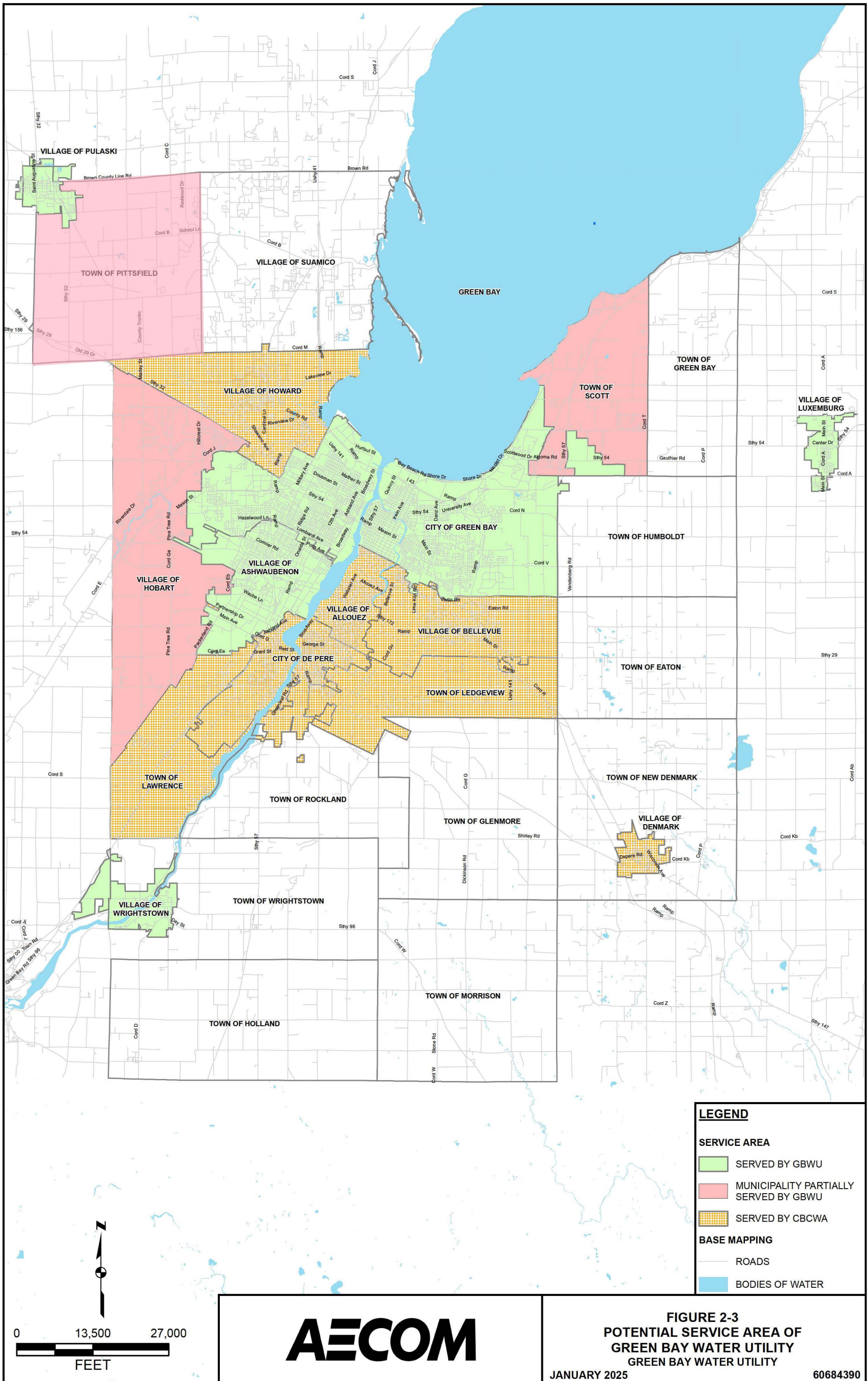
SECTION 11 – PLAN SUBMITTAL

This plan has been delivered via U.S. Mail to the following governing bodies whose public water supply is addressed by this plan:

- Village of Ashwaubenon
- Town of Scott
- Village of Hobart
- Village of Wrightstown
- Village of Pulaski
- Village of Luxemburg
- Town of Pittsfield

SECTION 12 – PLAN UPDATES

Green Bay Water Utility's Water Supply Service Area Plan will be reviewed and updated on a regular 5-year cycle per NR 854.04(5), in conjunction with our regular update to our Water System Master Plan, currently scheduled for 2030. In addition, GBW will monitor changes in water use and update the plan as needed.





Green Bay Water Commission **GENERAL MANAGER UPDATE**

DATE: December 8th, 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. Update on Partnership for Safe Water
2. Update on 36-inch Pipe Segment Repairs
3. Workforce Report
 - a. Business Manager – Starting December 15th
 - b. Filter Plant Manager – Advertised November 25th