

# SPECIAL BOARD MEETING MINUTES

April 12<sup>th</sup> 2023

## TOWN OF PESHTIGO

Draft

Draft

Chairperson: Cindy Boyle: X      Supervisor 1: Cindy Baur X      Supervisor 2: Tatem Schroeder  
Supervisor 3: Kayla Furton X      Supervisor 4: John Kowalski X

Call to Order: Meeting was called to order by Chair Cindy Boyle with 5 board members along with Town Clerk Denise Wiedemeier and Town Treasurer Jodi Maney.

Pledge of Allegiance / Roll Call / and verification that proper notice was given.

Agenda Approval: Motion by Chair Cindy Boyle / Supervisor 2 / Motion carried with 5 yes votes.

Approval of Minutes: with correction on dates 3/13/23 Motion by Supervisor 1/Supervisor 3 Motion carried with 5 yes votes. 3/21/2023 Regular Board Mtg Minutes motion by Supervisor 1 / Supervisor 3 Motion Carried 5 yes.

Public Comment: Discussion on ATV County Road BB / Recycling Center Operations / Clerk Compensation / Concerns about the Roof / Money Spent on Water / Thank you to the voters and to the current board members and discussion on Insurance Companies.

Board of Appeals Vacancy Appointments: Tabled.

Chair Cindy Boyle announced CDBG-CV \$96,878 additional Grant funding request for increased estimated costs was submitted to the Department of Administration on 4/5/2023

Building and Grounds: A full discussion and update was on Comprehensive Insurance Coverage and was Tabled.

Classroom LED Lights NTE \$3000 Supervisor 2 gave an update on the progress from the past several months and made a Motion to go forward with the lights not to exceed 3,000 Second by Supervisor 1 / Motioned carried with 5 yes votes.

Supervisor 1 gave an update on the classroom Asbestos and Flooring and was Tabled.

Motion was made by Supervisor 2 to approval Joski Tile and Carpet for classroom carpet installation with a downpayment of \$2320.00 and balance upon completion. Motion seconded by Supervisor 1 Motion carried with 5 yes votes. Roof Replacement was Tabled.

Personal: Review and Approval of additional Clerk compensation beyond contractual requirements 3 weeks of Treasurer Duties/Challenge Investigation from 1-6-23 to 3-12-23 Motion was made by Supervisor 1 to approve 146 additional hours at 25.00 an hour for a total of 3,650 seconded by Supervisor 2 Motion Carried with 5 yes votes.

Hiring of Road Personal was Tabled.

Clerk resignation and exit interview was given by Clerk Denise Wiedemeier thanking the current board for the opportunity to work alongside each board member.

Finance: Treasurer Jodi Maney gave an update on the budget amendments for year 2022 motion by Supervisor 3 seconded by Supervisor 1 / Motion carried with 5 yes votes.

Approve Vouchers and Payment of bills Check # 22625-22657 =\$63,391.04 Check # 22 658 \$191.10 E Checks 020761-020765 \$330.00 void #020766. 020767-020772 \$14,422.25 Motioned by Supervisor 3 / Supervisor 4 Motion Carried with 5 yes votes.

Finance will verify the funds for Recycling Center. Tabled

Water: Supervisor 3 gave an update on work with Strand Engineering.

Chair Cindy Boyle announced Water Committee Meeting will be held on 4/18/2023 at 5:45 pm

Chair Cindy Boyle announced DNR Listening Session May 3<sup>rd</sup>. NWTC 12:00 and 5:00 pm

Supervisor 2 made a motion to adjourn seconded by Supervisor 4 / Motion carried with 5 yes votes.

Submitted by Denise Wiedemeier Town of Peshtigo Clerk



**MEETING MINUTES**  
**Town of Peshtigo Board Meeting/Annual Meeting**  
**Tuesday, April 18, 2023 at 7 p.m.**

**TOWN ANNUAL MEETING at 7 p.m. with TOWN BOARD MEETING to follow.**

STATE OF WISCONSIN, Town of Peshtigo, Marinette County  
Peshtigo Town Hall, W2435 Old Peshtigo Road, Marinette, Wisconsin

- 1) Call to order at 7:15pm
- 2) Pledge of allegiance
- 3) Roll call- Chairperson Friday, Supervisor 1 Coble, Supervisor 2 Wortner, Supervisor 3 Furton, and Supervisor 4 Kowalski: All present
- 4) Verification that proper notice was given
- 5) Agenda approval: Agenda amended to state Recycling Center Clean-up day on May 13<sup>th</sup>, previously written as May 12<sup>th</sup>. Motion by Wortner/Second by Furton, carried with 5 yes
- 6) Chair announcements: Recycling Center Spring Clean-up day May 13<sup>th</sup>
- 7) Public Comment (*state your name & address, limited to 3 minutes*)
  - a. Former supervisor Baur said it was an honor to work for Town of Peshtigo and thanked residents for voting. She also encouraged the new board to uphold the previously approved additional pay for former clerk Wiedemeier
  - b. Connie Hass congratulated Wortner. She spoke of her feelings of Coble being a "circus of the past" and that she believes Friday has Tyco behind her, is negative on social media, and claims Friday to have an additional Facebook profile named Wade Concern.
  - c. Candy Buchenauer stated she doesn't understand how Wortner and Coble can make educated votes on water, as she doesn't believe they've attended any meetings
  - d. Herman Pottratz congratulated the new board members
  - e. Former clerk Wiedemeier spoke on the agenda item to take action on her previously approved additional pay and stated that Chairperson Friday would not talk with her. She stated WI State Statute 19.85, which allows for closed session discussions.
  - f. Pat Pottratz stated that she believed former clerk Wiedemeier was already paid very well while she was employed.
  - g. Trygve Rhude hopes the board will continue to seek clean water, work with Strand, G&E, the litigation, Thriving Earth, and that they accept the Baldwin funding. He also gave an update that Marinette County has approved to operate ATVs on County BB with a 15/14 yes vote



- h. Wendel Johnson thanked the previous board for the Kowalski Walking Trail and thanked Keith Swallow for the outstanding job on the upkeep of the trail
- 8) Treasurers Report/Investment Report/Budget YTD vs Actual/Budget Amendments: Motion by Coble/Second by Wortner to approve Treasurer report as presented.
- 9) Approve Vouchers & Payments of Bills: Done at April 12, 2023 Special Board Meeting
- 10) Department Head Reports (in-person)
  - a. Fire Department: Chief Mike Folgert gave a report on fire department activities since the last Board meeting. The department has received gracious fundraising from local businesses such as Marinette Moose Lodge, Johnson Furnace, Windjammer, Cegelski & Cegelski, Resolute Forest Products, and Mike Biehl at MJB who donated \$8,000 toward the purchase of the new portable radios. Spring gun raffle drawing will be May 1<sup>st</sup>. Their current roster stands at 22 volunteer firefighters.
  - b. Constable: Friday read Constable Dory's report, as he was not able to attend.

**Consider for approval and/or action:**

- 11) Acceptance of Clerk Resignation & Appointment of Interim Clerk: Coble motion to appoint Kayla Okins as Interim Clerk/Second by Wortner, carried with 5 yes
- 12) Appointment of Vice Chairperson: Friday nominated Supervisor Coble as Vice Chairperson. Wortner motion to approve/Second by Kowalski, carried with 5 yes
- 13) Review Committee Designations & Participants with possible action:
  - a. Standing Committee – Buildings & Grounds: Chairperson Friday nominated Committee Chair Coble with Vice Chair Wortner- Coble motion to approve/Second by Wortner, carried with 5 yes
  - b. Standing Committee – Recycling Center: Chairperson Friday nominated Committee Chair Coble with Vice Chair Furton- Wortner motion to approve/Second by Kowalski, carried with 4 yes, Furton opposed
  - c. Standing Committee – Roads & Ditches: Chairperson Friday nominated Committee Chair Wortner with Vice Chair Kowalski- Coble motion to approve/Second by Wortner, carried with 5 yes
  - d. Ad hoc Committees – Capital Improvement Plan, CDBG-CV, Finance, Personnel, Policy, Public Projects, Technology, Water: Wortner motion to table and review at May meeting/Second by Furton, carried with 5 yes
  - e. Board of Appeals: Chairperson Friday mentioned Isaac Fulcher cannot be a Board of Appeals alternate as stated during the 4/12/23 Special Board Meeting, due to Fulcher being a nonresident. Coble motion to do a combined ad in the Peshtigo Times of Board of Appeals and Plan Commission, to receive applications from residents and revisit at May meeting/Second by Wortner, carried with 5 yes
  - f. Plan Commission: see above
- 14) Review former Clerk documented duties/hours beyond contractual requirements to determine legitimacy of additional compensation as approved on 4/12/23 with possible action: Friday announced that former Clerk Wiedemeier asked for this to be discussed in closed, via an email to now Interim Clerk Okins. Furton included



that this was approved by the prior board. Coble motion to table this until May meeting due to not having an attorney present/Second by Wortner, carried with 3 yes, Furton and Kowalski opposed

- 15) Review Town Insurance Proposal as presented by Rural Mutual and possible additional proposals with possible action: Coble motion to table this and have a special meeting 4/27/23 at 7pm where Insurance Works and Rural Mutual can present/Second by Wortner, carried with 4 yes, Furton opposed
- 16) Fire Classroom Renovations including but not limited to asbestos testing and flooring removal, carpet installation with possible action: Coble motion that he would take the reigns of getting the room back together/Second by Wortner, carried with 5 yes
- 17) Roof Replacement discussion with possible action: Coble motion that he would meet with the contractor, table until next month's meeting/Second by Wortner, carried with 5 yes
- 18) Part-time Roads/Maintenance Position discussion with possible action: Coble motion to work on a job description and review applications, table until next month's meeting/Second by Wortner, carried with 5 yes
- 19) Information gathering, letters/emails informing of Board transition, discuss next steps with possible action:
  - a. Town Attorney: Attorney Reuter has given a 60-day resignation, letter read aloud. Furton motion to do a town attorney Request for Qualifications/Second by Kowalski, carried with 5 yes
  - b. Strand Engineering (Utility District): Chairperson Friday will talk with Strand early May
  - c. MSA Professional Services (CDBG): Coble and Wortner will meet regarding office remodel, Friday will also meet in early May
  - d. Grant & Eisenhofer (legal team): Chairperson Friday has emailed to schedule a meeting and to get an updated statement of costs, as described in the G&E contract with TOP. Furton stated that the Town is only responsible for these costs if we stop litigation. Friday would still like to know where we're at, per contract.
  - e. Delmore Consulting (roads consultant): Wortner and Kowalski will meet to get up to speed and revisit at the May meeting. Kowalski believes Delmore Consulting was money well spent, Wortner disagreed.
  - f. Thriving Earth Exchange Program (grant writers): Friday will get an update early May
  - g. WDNR: Friday had not made successful contact at this time.
  - h. Senator Tammy Baldwin (federal grant funds): Furton stated that the EPA assumes 2022 and 2023 requirements will be roughly the same. No ETA at this time. No action until guidance is released.
  - i. WDOA (CDBG): Chairperson Friday is in contact with MSA
  - j. Tyco/JCI: in process. First requires updates from G&E, etc.
  - k. Any other notifications needed: None determined.



**20) WTA Workshops**

- a. Board of Review Training for Board Members: Friday and Coble are signed up for 5/1/23 training at 6:30pm
- b. Spring Town Official Workshops: board members to register with Interim Clerk Okins or Treasurer Maney
- c. PFAS in Wisconsin: Chairperson Friday is registered for 5/2/23 at no charge

**21) Approval of Combined Proclamation for 75th Anniversary Emergency Squad:** Friday will sign proclamation at Shoobys, board members are welcome to attend 5/21/23 dinner at Little River and planning session at the City of Peshtigo at 10am on 4/24/23. Furton motion to approve Proclamation/Second by Coble, carried with 5 yes

**22) 22) Upcoming Events:**

- a. 5/3/23 DNR Listening Sessions at 12 p.m. & 5 p.m. at NWTC
- b. 5/13/23 Spring Clean-up Day at Recycling Center 8 a.m. – 1 p.m. : Shredding Day as well

**23) Next Regular Board Meeting:** Tuesday, May 16, 2023 at 7 p.m.

**24) Motion to Adjourn:** Coble motion to adjourn at 8:23pm/Second by Wortner, carried with 5 yes

Kayla Okins, Interim Town Clerk 04/27/2023

Any person who has a qualifying disability as defined by the Americans with Disabilities Act who requires the meeting or materials at the meeting to be in an accessible location or format must contact either the Town of Peshtigo office at 715-582-4332, W2435 Old Peshtigo Road, Marinette, Wisconsin 54143 or the respective committee/meeting chairperson as soon as possible so any necessary arrangements can attempt to be made to accommodate each request. Respective Committee Chair contact information can be found at [townofpeshtigo.org](http://townofpeshtigo.org)



**MEETING MINUTES**  
**Town of Peshtigo Special Board Meeting**  
**Thursday, April 27, 2023 at 7 p.m.**

STATE OF WISCONSIN, Town of Peshtigo, Marinette County  
Peshtigo Town Hall, W2435 Old Peshtigo Road, Marinette, Wisconsin

- 1) Call to order at 7:00pm
- 2) Pledge of allegiance
- 3) Roll call- Chairperson Friday, Supervisor 1 Coble, Supervisor 2 Wortner, Supervisor 3 Furton, and Supervisor 4 Kowalski: All present
- 4) Verification that proper notice was given
- 5) Agenda approval- Motion made by Wortner/Second by Coble, carried with 5 yes
- 6) Announcements
- 7) Public Comment (state your name & address, limited to 3 minutes)- none  
Consider for approval and/or action:
- 8) Town Insurance Renewal, presentation by The Insurance Works Agency for renewal. Jim Pickett from Rural Mutual available for questions regarding proposed policy. Anticipate action with insurance renewal due May 1, 2023.- Motion was made to continue insurance services with Insurance Works at the \$500 deductible by Wortner/Second by Coble. Opposed by Furton & Kowalski. Motion carried with 3 yes votes.
- 9) Upcoming Events:
  - a. 4/29/23 2nd Annual Bellin Health Marinette 5K Heart Run/Walk
  - b. 5/3/23 DNR Listening Sessions at 12 p.m. & 5 p.m. at NWTC
  - c. 5/13/23 Spring Clean-up Day at Recycling Center 8 a.m. – 1 p.m. with a free shredding day for residents from 10am-12pm.
- 10) Next Regular Board Meeting: Tuesday, May 16, 2023 at 7 p.m.
- 11) Motion to Adjourn: Motion by Wortner at 7:50pm/Second by Kowalski

Kayla Okins, Interim Clerk 05/02/2023

**Town of Peshtigo Fire Department Report to the Town Board  
May 16, 2023**

8 Calls since the April 18, 2023 Monthly Town Board meeting:

4/20/23	N3099 Seward Heights Rd, Transformer Fire
4/24/23	N1432 County B, Vehicle Crash
4/30/23	W996 Leaf Rd., Non-compliant Burn
5/3/23	W1830 W. Cleveland, (WPS) Fire Alarm Activation
5/4/23	W2847 State Hwy 64, Trailer Fire
5/9/23	N3149 County RW, Downed Wires in roadway and on vehicle
5/12/23	W2294 State Hwy 64, Vehicle Crash
5//12/23	W2847 State Hwy 64, Non-compliant Burn (extinguished)

Apparatus and Equipment Status:

- New heavy-duty shocks were installed on the Polaris UTV.
- A new hydrant valve and battery-operated E-Draulic ram were purchased and received using monies from fund raising and donations.
- Annual Hose Testing is underway with over 7.000 feet of attack hose already completed. Large diameter water supply hose will be tested next week to complete this year's testing. This involves pressure testing each length of fire hose to check for leaks.

Training:

- Two firefighters completed Mass Casualty Incident Response training.
- Six firefighters completed annual Hazardous Materials Technician refresher training with the Marinette Hazmat Team.
- Probationary firefighter, Max Heckel completed all training and testing to achieve certification as a State Certified Firefighter 1.

Fund Raising / Other:

- We provided assistance with the Bellin 5K Heart Run on April 29<sup>th</sup> by providing traffic control.
- The spring gun raffle was completed on May 1<sup>st</sup> with six names drawn. All prize winners were notified and results posted on our Facebook page. Thank you to all who bought raffle tickets.

Personnel:

- The Fire Commission met last week and approved changes to the Fire Department Policy and Procedures Manual. These include the addition of a new Fire Chaplain policy, new Fire Auxiliary policy and updates to our Eligibility and Hiring policy.
- We are currently recruiting for new firefighters.
- Our current roster stands at 22 volunteer firefighters.

Mike Folgert  
Fire Chief

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## Constable Report for April 2023

I logged 71 miles going to residences on Hale Rd and Leaf road.

1 complaint of a dog that continually barks, the dog was moved to a different location. *Problem Solved*

2 1 complaint of a dog running at large, a copy of the ordinance was given to the owner and has complied.

3 Several complaints of litter and trash coming from a resident on Hale road. After 2<sup>nd</sup> warning to clean up the ditches and yards, owner complied.

4 Several trips to Leaf road concerning a health and safety violations, Sheriff dept. ~~and myself~~ still has a situation ~~that's~~ that's under investigation.

Ed Dory 5-16-23

Ed Dory  
W2530 Peterson Rd  
Marinette, Wis. 54143

To; Town Board of Peshtigo

Because of my recent surgery and diagnosis, osteoarthritis in both knees, I can no longer perform the duties of constable. My resignation will take place immediately. I am sorry I can no longer be of service to the people in the township of Peshtigo.

Sincerely , Ed Dory  
5-16-23

Task Order No. 23-01  
Town of Peshtigo, Wisconsin (OWNER)  
and Strand Associates, Inc.® (ENGINEER)  
Pursuant to Agreement for Technical Services dated October 22, 2021

**Project Information**

Services Name: Water Program Management Assistance

Services Description: Conduct a workshop and develop a program plan and team organizational chart. Prepare for and attend a public hearing regarding OWNER forming a utility district.

**Scope of Services**

ENGINEER will provide the following services to OWNER.

Workshop and Program Plan Development

1. Conduct a virtual workshop with OWNER and OWNER's attorney to discuss the program plan and team.
2. Prepare a draft program plan that summarizes activities with their anticipated schedule and the appropriate stakeholders from the time of OWNER's approval through the formation of a municipal water system. The program plan is anticipated to be presented through a Gantt chart and the activities summarized in a table. The program plan is anticipated to include overall tasks through the formation of a municipal water system.
3. Prepare a draft organizational chart of OWNER's team and stakeholders that includes name, organization, roles and responsibilities, and contact information.
4. Correspond with and gather information from program team members to include into the draft program plan.
5. Submit the draft program plan and team organizational chart to OWNER. Conduct a virtual meeting with OWNER to review and incorporate comments, as appropriate.
6. Finalize program plan and team organization chart and submit two large-scale print copies and a portable document format file to OWNER.

Public Hearing

1. Prepare a Microsoft PowerPoint presentation that includes a summary and review of items regarding the creation of the utility district, in accordance with Wisconsin general municipal law and the Public Service Commission of Wisconsin.
2. Conduct a virtual meeting with OWNER and OWNER's public hearing panel to review and incorporate comments, as appropriate, into the presentation.

Town of Peshtigo  
Task Order No. 23-01  
Page 2  
February 20, 2023

3. Prepare a draft meeting notice for the public hearing. Final production, posting, and distribution of the notice shall be completed by OWNER.
4. Attend and present at a public hearing regarding the creation of a utility district.

### Compensation

OWNER shall compensate ENGINEER for Services under this Task Order on an hourly rate basis plus expenses an estimated fee of \$19,300.

### Schedule

Services will begin upon execution of this Task Order, which is anticipated the week of February 13, 2023. Services are scheduled for completion on June 30, 2023.

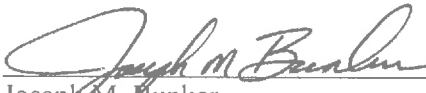
### TASK ORDER AUTHORIZATION AND ACCEPTANCE:

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

TOWN OF PESHTIGO

  
Joseph M. Bunker  
Corporate Secretary

Date

  
Allen D. Reuter  
Town Attorney

Date

# TOWN OF PESHTIGO

W2435 Old Peshtigo Road, Marinette, WI 54143

## TOWN OF PESHTIGO PURCHASE REQUEST FORM

### SECTION 1: QUOTES

Project Name:

Program Management through Public Hearing on water District

Date: 2-1-23

Individual Responsible for seeking Quotes/Bids:	<u>Cindy Boyle</u>
Assigned Project Number:	
Life Expectancy of the Project: (if applicable)	<u>Perpetuity</u>
Budget Account for Project: (discussed at meeting)	<u>ARPA</u>

Brief Description:

Program management of water District Designation through Public Hearing.

\* ALSO TRACK on TYPED/JCI reimbursement spread SHEET FOR DAMAGES

Projected Cost Range	Check Range:	Requirements
\$1 - \$5,000	<input type="checkbox"/>	<p>Individually budgeted items up to \$5,000.00 may be purchased without Town Board approval provided the committee chairperson presents the purchase request to the Town Clerk and Town Chairperson for purchase approval. Upon written approval directly below, the purchase request form is complete.</p> <p>Budget: <u>\$19,300.00</u></p> <p>Town Board Chair Initials: <u>C Boyle</u></p> <p>Town Clerk Initials: _____</p> <p>Today's Date: <u>2-1-2023</u></p>
<p><b>**For items not budgeted - 2 quotes for high budgeted items are encouraged, but not required. <u>The quotes for non-budgeted items must go to the entire Board for approval with this purchase request form.</u></b></p>		
\$5,000 - <\$25,000	<input checked="" type="checkbox"/>	<p>Items ranging from \$5,000.00 but no more than \$25,000 require two or more quotes. Said quotes shall be brought to the Town Board for purchase approval prior to purchase. See State Statutes 60.47(2)(a) regarding public contract requirements for items above \$25,000. A clear RFQ must be written describing the work required.</p>
\$25,000 and Up	<input type="checkbox"/>	<p>For items \$25,000 and up see State Statutes 60.47(2)(b) regarding public contracts requirements. Items above \$25,000 require a bid process. The exception to this is road work being completed by Marinette County. A clear RFB must be written for bidders describing the work required and all bids shall go to the Town Clerk <u>sealed and shall be opened at a board meeting.</u></p>

Date Created and or Revised:

8/21/2021 1 of 2

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**\*All Quotes Shall Be Attached to the Form and Submitted at Board Meeting  
IF REQUIRING A BID (\$25,000 +) ALL BIDS MUST BE SEALED AND SENT TO THE  
TOWN CLERK AND OPENED ONLY AT THE TOWN BOARD MEETING.**

Quote 1:	Company Name: <u>Strand ASSOCIATES</u> Quoted Cost: <u>\$ 19,300. —</u>
Quote 2:	Company Name: <u>MSA</u> Quoted Cost: <u>\$ 15,000. —</u>
Quote 3:	Company Name: <u>N.A.</u> Quoted Cost: <u>N.A.</u>

<b>Other Anticipated Costs of Project:</b> Mileage: <u>NA</u> Delivery/ Shipping: <u>NA</u> Labor (hrs.): <u>N.A.</u> Other: _____ Other: _____ Total: _____	Please provide any notes regarding the additional costs for the project if applicable.
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## SECTION 2: BOARD APPROVAL

To be completed by requesting supervisor/department requesting the project. Form with supporting information should go to the Town Treasurer at the board meeting.

Meeting Date Approved by the Town Board:	<u>2-1-2023</u>
Company Approved to Complete:	

## SECTION 3: PROJECT COMPLETION

<b>*For Office Use Only* to be Completed by the Town Clerk and/or Treasurer</b>	
Project Completion Date:	
Date of Payment:	
Total Payment Amount:	
Date of Notice (Class 1, Class 2 or Class 3 if required):	

Project Completion Signature: \_\_\_\_\_

Clerk Attest of Completion: \_\_\_\_\_



Strand Associates, Inc.  
910 West Wingra Drive  
Madison, WI 53715  
(608) 251-4843

Invoice

Cindy Boyle  
Town of Peshtigo  
W2435 Old Peshtigo Rd  
Marinette, WI 54143

March 6, 2023

Project No: 4756.004  
Invoice No: 0194060

Project: 4756.004 Water Program Management Assistance

TO 23-01

Professional Services from Beginning of Project through February 28, 2023

**Professional Personnel**

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
ENGINEER			
	.25	305.46	76.37
	1.00	221.55	221.55
	.25	183.99	46.00
	.25	181.29	45.32
	19.75	169.26	3,342.89
	.50	155.16	77.58
	34.75	128.43	4,462.94
	2.00	118.89	237.78
TECHNICIAN			
	.25	129.00	32.25
	1.75	117.18	205.07
ADMINISTRATIVE			
	3.75	105.24	394.65
	<u>64.50</u>		<u>9,142.40</u>

**Total Labor 9,142.40**

**Total Expenses 737.03**

**Total this Invoice \$9,879.43**

**Contract Amount 19,300.00**

**Total Billings to Date 9,879.43**

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**TERMS:** Payment is due within 30 days of the date on this invoice.

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**Please Remit Payment To:** Strand Associates, Inc. 910 West Wingra Drive Madison, Wisconsin 53715 608-251-4843



Strand Associates, Inc.  
910 West Wingra Drive  
Madison, WI 53715  
(608) 251-4843

<b>Invoice</b>
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Cindy Boyle  
Town of Peshtigo  
W2435 Old Peshtigo Rd  
Marinette, WI 54143

April 5, 2023  
Project No: 4756.004  
Invoice No: 0195108

Project: 4756.004 Water Program Management Assistance

TO 23-01

**Professional Services: March 1, 2023 through March 31, 2023**

**Professional Personnel**

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>	
ENGINEER				
	1.00	221.55	221.55	
	19.00	169.26	3,215.94	
	25.25	128.43	3,242.86	
	<u>45.25</u>		<u>6,680.35</u>	
<b>Total Labor</b>				<b>6,680.35</b>
<b>Total Expenses</b>				<b>854.94</b>
		<b>Total this Invoice</b>		<b>\$7,535.29</b>

**Contract Amount** 19,300.00

**Total Billings to Date** 17,414.72

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Strand Associates, Inc.  
910 West Wingra Drive  
Madison, WI 53715  
(608) 251-4843

**Invoice**

Jennifer Friday  
Town of Peshtigo  
W2435 Old Peshtigo Rd  
Marinette, WI 54143

May 4, 2023  
Project No: 4756.004  
Invoice No: 0196380

Project: 4756.004 Water Program Management Assistance

TO 23-01

**Professional Services: April 1, 2023 through April 30, 2023**

**Professional Personnel**

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
ENGINEER			
	.50	221.55	110.78
	1.00	169.26	169.26
	4.50	128.43	577.94
	<u>6.00</u>		<u>857.98</u>
<b>Total Labor</b>			<b>857.98</b>
<b>Total Expenses</b>			<b>185.90</b>
		<b>Total this Invoice</b>	<b>\$1,043.88</b>

**Contract Amount** 19,300.00

**Total Billings to Date** 18,458.60

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**Wisconsin Department of Natural Resources**

**Intent To Apply (ITA) / Priority Evaluation and Ranking Form (PERF)**

~ WHOLESALE ~

**Form : Intent to Apply**

**Program : Safe Drinking Water Project (SDWLP)**

**Year : 2024**

<b>Applicant</b>		
<b>Name :</b> PESHTIGO, TOWN OF <b>County(ies) :</b> Marinette <b>Address :</b>  -- <b>Phone No :</b>	<b>Municipal Official or Municipal Authorized Representative</b> <b>Name :</b> Cindy Boyle <b>Title :</b> Chairwoman <b>Direct Phone No :</b> 715-923-5274 <b>Email :</b> topchair@townofpeshtigo.org	<b>Main Contact</b> <b>Name :</b> Clarence Coble <b>Title :</b> Town Clerk <b>Address :</b> W2435 Old Peshtigo Rd Marinette, WI 54143 - WI - 54143 <b>Direct Phone No :</b> 715-582-4332 <b>Email :</b> topclerk@townofpeshtigo.org
<b>Consulting Engineer</b>		
<b>Firm Name :</b> STRAND ASSOCIATES, INC. <b>Address :</b> 910 West Wingra Drive Madison - WI - 53715-1943 <b>Phone No :</b> 608-251-4843	<b>Contact Person at Consulting Firm :</b> <b>Name :</b> Nate Ewanowski <b>Title :</b> P.E. <b>Direct Phone No :</b> 608-251-4843 <b>Email :</b> nate.ewanowski@strand.com	
<b>Project Information</b>		
<b>Existing Project Number :</b> DNR will assign number for new projects <b>List the town(s) in which the district is located :</b>  <b>Engineering Report Submittal Date :</b> 03/30/2023 <b>Plans &amp; Specifications Submittal Date :</b> 03/30/2023 <b>Construction Start Date :</b> 05/01/2024 <b>Construction End Date :</b> 07/01/2024 <b>List all municipalities, if this is a joint project :</b>		
<b>Project Description</b>		

## Project Description

### General category of this project :

Source rehab or creation

### Reason for this project including the problem to be solved :

In 2013, Tyco/Johnson Controls Inc discovered PFAS on their property but did not report it until 2017. In 2018, the Town of Peshtigo residents learned that their private drinking wells were contaminated with PFAS. Since that time, residents have been advocating for a full investigation, remediation for damages, and permanent safe drinking water. The cost of water infrastructure to protect public safety from PFAS in our water is extremely high. The high cost is a deterrent to addressing the problem of PFAS within our private drinking wells. The Town has developed alternatives to address PFAS in our private drinking water wells and identify sources of permanent safe drinking water for our residents through a public utility.

### Overall scope of this project :

The scope of this project includes creating a Town water utility and constructing a wholesale connection from a municipal water system to serve customers in the contaminated areas within the Town. Under this alternative, the municipal utility would bill the Town as a wholesale customer, and the Town would own and operate the system. A booster station will likely be needed to supply water to the far edge of the Town. A connection would be designed to connect to the municipal utility water system. The connection will be owned and operated by the Town. Therefore, the Town will be served as a wholesale customer to the municipal utility. The system would require a connection to an existing water main in the municipal utility. This water main would continue 14,000 linear feet, plus an additional 7,100 linear feet would be required to reach this area to service all population. A booster pumping station would be required to supply the required demand.

### Significant portions of the project :

The scope of this project includes creating a Town water utility and constructing a wholesale connection from a municipal water system to serve customers in the contaminated areas within the Town. Under this alternative, the municipal utility would bill the Town as a wholesale customer, and the Town would own and operate the system. A booster station will likely be needed to supply water to the far edge of the Town. A connection would be designed to connect to the municipal utility water system. The connection will be owned and operated by the Town. Therefore, the Town will be served as a wholesale customer to the municipal utility. The system would require a connection to an existing water main in the municipal utility. This water main wo

### Applicant's Name for Project :

WHOLESALE-TOWN OF PESHTIGO MUNICIPAL SYSTEM

Explain any modifications, additions or deletions to this project since the last ITA submitted:

## Project Cost Estimates

EPA Needs Categories	Project Costs (in \$)
Total Project Costs :	7,527,000.00

### Source of cost estimates :

Engineering Estimate

### Other Funding Sources :

Please indicate whether you expect your project to include costs eligible under any of the following Green Project Reserve (GPR) categories. Include a brief description of the GPR activities in your project scope.

Green Infrastructure :	18	Energy Efficiency :
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### Project Cost Estimates

Water Efficiency :

Environmentally Innovative :

GPR activities in your project scope:

WHOLESALE-TOWN OF PESHTIGO MUNICIPAL SYSTEM

#### Submitted By

#### DNR Use Only

**First Name :** Benjamin

**Last Name :** Andrews

**Title :** Community Development Specialist

**Email Address :** bandrews@msa-ps.com

**Phone :** 920-592-9630

**Date Submitted :** 10/29/2022 04:03:31 AM

**Project Number :**

**Project Description :**

**Region :** Northeast Region

**Project Manager :**

**CME :**

**Adjusted MHI :** \$ 69,400.00

**Population :** 4,182

**Date Accepted :**

**ITA Status :** SUBMITTED

**DNR comment :**

**Comment**

Save Comment

**Wisconsin Department of Natural Resources**

**Intent To Apply (ITA) / Priority Evaluation and Ranking Form (PERF)**

~ MUNICIPAL WATER SYSTEM EXTENSION ~

**Form : Intent to Apply**

**Program : Safe Drinking Water Project (SDWLP)**

**Year : 2024**

<b>Applicant</b>		
<b>Name :</b> PESHTIGO, TOWN OF <b>County(ies) :</b> Marinette <b>Address :</b>  -- <b>Phone No :</b>	<b>Municipal Official or Municipal Authorized Representative</b> <b>Name :</b> Cindy Boyle <b>Title :</b> Chairwoman <b>Direct Phone No :</b> 715-923-5274 <b>Email :</b> topchair@townofpeshtigo.org	<b>Main Contact</b> <b>Name :</b> Clarence Coble <b>Title :</b> Town Clerk <b>Address :</b> W2435 Old Peshtigo Rd Marinette, WI 54143 - WI - 54143 <b>Direct Phone No :</b> 715-582-4332 <b>Email :</b> topclerk@townofpeshtigo.org
<b>Consulting Engineer</b>		
<b>Firm Name :</b> STRAND ASSOCIATES, INC. <b>Address :</b> 910 West Wingra Drive Madison - WI - 53715-1943 <b>Phone No :</b> 608-251-4843	<b>Contact Person at Consulting Firm :</b> <b>Name :</b> Nate Ewanowski <b>Title :</b> P.E. <b>Direct Phone No :</b> 608-251-4843 <b>Email :</b> nate.ewanowski@strand.com	
<b>Project Information</b>		
<b>Existing Project Number :</b> DNR will assign number for new projects <b>List the town(s) in which the district is located :</b>  <b>Engineering Report Submittal Date :</b> 03/30/2023 <b>Plans &amp; Specifications Submittal Date :</b> 03/30/2023 <b>Construction Start Date :</b> 05/01/2024 <b>Construction End Date :</b> 07/01/2024 <b>List all municipalities, if this is a joint project :</b>		
<b>Project Description</b>		

## Project Description

### General category of this project :

Treatment

### Reason for this project including the problem to be solved :

In 2013, Tyco/Johnson Controls Inc discovered PFAS on their property but did not report it until 2017. In 2018, the Town of Peshtigo residents learned that their private drinking wells were contaminated with PFAS. Since that time, residents have been advocating for a full investigation, remediation for damages, and permanent safe drinking water. The cost of water infrastructure to protect public safety from PFAS in our water is extremely high. The high cost is a deterrent to addressing the problem of PFAS within our private drinking wells. The Town has developed alternatives to address PFAS in our private drinking water wells and identify sources of permanent safe drinking water for our residents through a public utility.

### Overall scope of this project :

The scope of the project includes extending the municipal water utility system to the contaminated areas within the Town and billing the Town residents as retail customers. The municipal utility would own the distribution system main, booster station, and elevated water storage tank and would sell water to each individual Town customer. One or more water main extensions would extend the municipal utility's water supply to serve customers in the Town's contamination area. The system would require a connection to an existing water main in the municipal utility. This water main would continue 14,000 linear feet, plus an additional 7,100 linear feet would be required to reach this area to service all population. A booster pumping station would be required to supply the required demand.

### Significant portions of the project :

The scope of the project includes extending the municipal water utility system to the contaminated areas within the Town and billing the Town residents as retail customers. The municipal utility would own the distribution system main, booster station, and elevated water storage tank and would sell water to each individual Town customer. One or more water main extensions would extend the municipal utility's water supply to serve customers in the Town's contamination area. The system would require a connection to an existing water main in the municipal utility. This water main would continue 14,000 linear feet, plus an additional 7,100 linear feet would be required to reach this area to service all population. A booster pumping station would

### Applicant's Name for Project :

MUNICIPAL WATER SYSTEM EXTENSION

### Explain any modifications, additions or deletions to this project since the last ITA submitted:

## Project Cost Estimates

EPA Needs Categories	Project Costs (in \$)
Total Project Costs :	7,527,000.00

### Source of cost estimates :

Engineering Estimate

### Other Funding Sources :

Please indicate whether you expect your project to include costs eligible under any of the following Green Project Reserve (GPR) categories. Include a brief description of the GPR activities in your project scope.

Green Infrastructure :	21	Energy Efficiency :
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Project Cost Estimates		
Water Efficiency :		Environmentally Innovative :
GPR activities in your project scope:		
MUNICIPAL WATER SYSTEM EXTENSION		
Submitted By		DNR Use Only
<b>First Name :</b> Benjamin <b>Last Name :</b> Andrews <b>Title :</b> Community Development Specialist <b>Email Address :</b> bandrews@msa-ps.com <b>Phone :</b> 920-592-9630 <b>Date Submitted :</b> 10/29/2022 03:56:39 AM		<b>Project Number :</b> <b>Project Description :</b> <b>Region :</b> Northeast Region <b>Project Manager :</b> <b>CME :</b> <b>Adjusted MHI :</b> \$ 69,400.00 <b>Population :</b> 4,182 <b>Date Accepted :</b> <b>ITA Status :</b> SUBMITTED

**DNR comment :**

**Comment**

Save Comment

**Wisconsin Department of Natural Resources**

**Intent To Apply (ITA) / Priority Evaluation and Ranking Form (PERF)**

~ TOWN MUNICIPAL SURFACE WATER SUPPLY & TREATMENT PLANT ~

**Form : Intent to Apply**

**Program : Safe Drinking Water Project (SDWLP)**

**Year : 2024**

<b>Applicant</b>		
<b>Name :</b> PESHTIGO, TOWN OF <b>County(ies) :</b> Marinette <b>Address :</b>  -- <b>Phone No :</b>	<b>Municipal Official or Municipal Authorized Representative</b> <b>Name :</b> Cindy Boyle <b>Title :</b> Chairwoman <b>Direct Phone No :</b> 715-923-5274 <b>Email :</b> topchair@townofpeshtigo.org	<b>Main Contact</b> <b>Name :</b> Clarence Coble <b>Title :</b> Town Clerk <b>Address :</b> W2435 Old Peshtigo Rd Marinette, WI 54143 - WI - 54143 <b>Direct Phone No :</b> 715-582-4332 <b>Email :</b> topclerk@townofpeshtigo.org
<b>Consulting Engineer</b>		
<b>Firm Name :</b> STRAND ASSOCIATES, INC. <b>Address :</b> 910 West Wingra Drive Madison - WI - 53715-1943 <b>Phone No :</b> 608-251-4843	<b>Contact Person at Consulting Firm :</b> <b>Name :</b> Nate Ewanowski <b>Title :</b> P.E. <b>Direct Phone No :</b> 608-251-4843 <b>Email :</b> nate.ewanowski@strand.com	
<b>Project Information</b>		
<b>Existing Project Number :</b> DNR will assign number for new projects <b>List the town(s) in which the district is located :</b>  <b>Engineering Report Submittal Date :</b> 03/30/2023 <b>Plans &amp; Specifications Submittal Date :</b> 03/30/2023 <b>Construction Start Date :</b> 05/01/2024 <b>Construction End Date :</b> 07/01/2024 <b>List all municipalities, if this is a joint project :</b>		
<b>Project Description</b>		

## Project Description

### General category of this project :

Treatment

### Reason for this project including the problem to be solved :

In 2013, Tyco/Johnson Controls Inc discovered PFAS on their property but did not report it until 2017. In 2018, the Town of Peshtigo residents learned that their private drinking wells were contaminated with PFAS. Since that time, residents have been advocating for a full investigation, remediation for damages, and permanent safe drinking water. The cost of water infrastructure to protect public safety from PFAS in our water is extremely high. The high cost is a deterrent to addressing the problem of PFAS within our private drinking wells. The Town has developed alternatives to address PFAS in our private drinking water wells and identify sources of permanent safe drinking water for our residents through a public utility.

### Overall scope of this project :

The construction of a surface water treatment facility to treat water from Green Bay and the distribution main and sanitary sewer are required to connect to the contaminated areas and waste discharges. This design involves using two treatment units with one train in use and one redundancy train. The treatment trains would be housed in a 50-foot by 50-foot facility, and it would be constructed with block and brick.

### Significant portions of the project :

The construction of a surface water treatment facility to treat water from Green Bay and the distribution main and sanitary sewer required to connect to the contaminated areas and waste discharges. This design involves using two treatment units with one train in use and one redundancy train. The treatment trains would be housed in a 50-foot by 50-foot facility, and it would be constructed with block and brick. The project may also include some non-core work and additional work as determined by the engineering report or other requirements.

### Applicant's Name for Project :

TOWN MUNICIPAL SURFACE WATER SUPPLY AND TREATMENT PLANT

Explain any modifications, additions or deletions to this project since the last ITA submitted:

## Project Cost Estimates

EPA Needs Categories	Project Costs (in \$)
Total Project Costs :	23,767,000.00

### Source of cost estimates :

Engineering Estimate

### Other Funding Sources :

Please indicate whether you expect your project to include costs eligible under any of the following Green Project Reserve (GPR) categories. Include a brief description of the GPR activities in your project scope.

Green Infrastructure :		Energy Efficiency :	
Water Efficiency :		Environmentally Innovative :	

### GPR activities in your project scope:

TOWN MUNICIPAL SURFACE WATER SUPPLY AND TREATMENT PLANT

Submitted By	DNR Use Only
<b>First Name :</b> Benjamin <b>Last Name :</b> Andrews <b>Title :</b> Community Development Specialist <b>Email Address :</b> bandrews@msa-ps.com <b>Phone :</b> 920-592-9630 <b>Date Submitted :</b> 10/29/2022 03:48:11 AM	<b>Project Number :</b> <b>Project Description :</b> <b>Region :</b> Northeast Region <b>Project Manager :</b> <b>CME :</b> <b>Adjusted MHI :</b> \$ 69,400.00 <b>Population :</b> 4,182 <b>Date Accepted :</b> <b>ITA Status :</b> SUBMITTED

**DNR comment :**

**Comment**

Save Comment

**Wisconsin Department of Natural Resources**

**Intent To Apply (ITA) / Priority Evaluation and Ranking Form (PERF)**

~ TOWN MUNICIPAL GROUNDWATER SUPPLY & TREATMENT PLANTS ~

**Form : Intent to Apply**

**Program : Safe Drinking Water Project (SDWLP)**

**Year : 2024**

<b>Applicant</b>		
<b>Name :</b> PESHTIGO, TOWN OF <b>County(ies) :</b> Marinette <b>Address :</b>  -- <b>Phone No :</b>	<b>Municipal Official or Municipal Authorized Representative</b> <b>Name :</b> Cindy Boyle <b>Title :</b> Chairwoman <b>Direct Phone No :</b> 715-923-5274 <b>Email :</b> topchair@townofpeshtigo.org	<b>Main Contact</b> <b>Name :</b> Clarence Coble <b>Title :</b> Town Clerk <b>Address :</b> W2435 Old Peshtigo Rd Marinette, WI 54143 - WI - 54143 <b>Direct Phone No :</b> 715-582-4332 <b>Email :</b> topclerk@townofpeshtigo.org
<b>Consulting Engineer</b>		
<b>Firm Name :</b> STRAND ASSOCIATES, INC. <b>Address :</b> 910 West Wingra Drive Madison - WI - 53715-1943 <b>Phone No :</b> 608-251-4843	<b>Contact Person at Consulting Firm :</b> <b>Name :</b> Nate Ewanowski <b>Title :</b> P.E. <b>Direct Phone No :</b> 608-251-4843 <b>Email :</b> nate.ewanowski@strand.com	
<b>Project Information</b>		
<b>Existing Project Number :</b> DNR will assign number for new projects <b>List the town(s) in which the district is located :</b>  <b>Engineering Report Submittal Date :</b> 03/30/2023 <b>Plans &amp; Specifications Submittal Date :</b> 03/30/2023 <b>Construction Start Date :</b> 05/01/2024 <b>Construction End Date :</b> 07/01/2024 <b>List all municipalities, if this is a joint project :</b>		
<b>Project Description</b>		

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## Project Description

### General category of this project :

Source rehab or creation

### Reason for this project including the problem to be solved :

In 2013, Tyco/Johnson Controls Inc discovered PFAS on their property but did not report it until 2017. In 2018, the Town of Peshtigo residents learned that their private drinking wells were contaminated with PFAS. Since that time, residents have been advocating for a full investigation, remediation for damages, and permanent safe drinking water. The cost of water infrastructure to protect public safety from PFAS in our water is extremely high. The high cost is a deterrent to addressing the problem of PFAS within our private drinking wells. The Town has developed alternatives to address PFAS in our private drinking water wells and identify sources of permanent safe drinking water for our residents through a public utility.

### Overall scope of this project :

The project scope includes the construction of two deep-aquifer wells with treatment facilities at each well with sanitary sewer required to connect to the contaminated areas and waste discharges. A 16-inch-diameter finished well is assumed. A 16-inch-diameter casing would extend down 220 feet below grade. A 15-inch lower borehole would extend to approximately 680 feet below grade. Based on neighboring wells constructed of similar parameters, it is anticipated the wells would yield approximately 500 gpm each. The wells would pump from the aquifer, through the treatment equipment, and to the distribution system. The scope of the project also includes the construction of treatment equipment, related site work, and other work necessary for a complete project.

### Significant portions of the project :

The project scope includes the construction of two deep-aquifer wells with treatment facilities at each well with sanitary sewer required to connect to the contaminated areas and waste discharges. A 16-inch-diameter finished well is assumed. A 16-inch-diameter casing would extend down 220 feet below grade. A 15-inch lower borehole would extend to approximately 680 feet below grade. Based on neighboring wells constructed of similar parameters, it is anticipated the wells would yield approximately 500 gpm each. The wells would pump from the aquifer, through the treatment equipment, and to the distribution system. The scope of the project also includes the construction of treatment equipment, related site work, and other work necessary for a

### Applicant's Name for Project :

TOWN MUNICIPAL GROUNDWATER SUPPLY AND TREATMENT PLANTS

### Explain any modifications, additions or deletions to this project since the last ITA submitted:

## Project Cost Estimates

EPA Needs Categories	Project Costs (in \$)
Total Project Costs :	19,686,000.00

### Source of cost estimates :

Engineering Estimate

### Other Funding Sources :

Please indicate whether you expect your project to include costs eligible under any of the following Green Project Reserve (GPR) categories. Include a brief description of the GPR activities in your project scope.

Green Infrastructure :

27

Energy Efficiency :

Project Cost Estimates		
Water Efficiency :		Environmentally Innovative :
<b>GPR activities in your project scope:</b> TOWN MUNICIPAL GROUNDWATER SUPPLY AND TREATMENT PLANTS		
<b>Submitted By</b> First Name : Benjamin Last Name : Andrews Title : Community Development Specialist Email Address : bandrews@msa-ps.com Phone : 920-592-9630 Date Submitted : 10/29/2022 03:36:52 AM		<b>DNR Use Only</b> Project Number : Project Description : Region : Northeast Region Project Manager : CME : Adjusted MHI : \$ 69,400.00 Population : 4,182 Date Accepted : ITA Status : SUBMITTED

**DNR comment :**

**Comment**

Save Comment

## ATTORNEY-CLIENT LEGAL SERVICES CONTRACT

This ATTORNEY-CLIENT LEGAL SERVICES CONTRACT ("Contract") is entered into by and between the Town of Peshtigo, Wisconsin ("Town" or "Client") and the law firm of Grant & Eisenhofer P.A. ("Attorneys") for the purpose of legal representation of the Town. This Contract encompasses the following provisions:

1. **CONDITIONS.** This Contract will not take effect, and Attorneys will have no obligation to provide legal services, until Client returns a signed copy of this Contract.
2. **AUTHORIZED REPRESENTATIVE OF CLIENT.** Client designates Cindy Boyle, Chairperson, and may designate others, as the authorized representative to direct Attorneys and to be the primary individual to communicate with Attorneys regarding the subject matter of Attorneys' representation of Client under this agreement. The designation is intended to establish a clear line of authority and to minimize potential uncertainty but not to preclude communication between Attorneys and other representatives of Client.
3. **SCOPE AND DUTIES.** Attorneys will provide legal services to Client with respect to damages, compensation, injunctive and declaratory relief, and other remedies or relief to which Client may be entitled as a result of investigation, advocacy, and/or litigation to be conducted by Attorneys on behalf of Client against manufacturers, suppliers, and/or dischargers of per- and polyfluoroalkyl substances ("PFAS"), and products, wastes, or applications containing PFAS compounds, including without limitation (a) Tyco Fire Products LP, (b) Johnson Controls, Inc., (c) the 3M Company ("3M"); (d) DuPont de Nemours, Inc. ("DuPont"); (e) The Chemours Company ("Chemours"); and (f) any other manufacturers, suppliers, and/or dischargers of other PFAS-based products, including aqueous film-forming foam ("AFFF") products; and any other companies or persons potentially responsible for directly or indirectly introducing PFAS compounds into public and/or natural resources, including drinking water supplies, surface waters, soils, air, sediments, fish and wildlife, public infrastructure, or any other resources owned, managed, or held in trust by, or otherwise committed, in whole or in part, to oversight and stewardship by, Client, or for which Client may otherwise lawfully seek recovery or other relief, including any relief or remedy for any past, present, or future costs, losses, damages, or injuries pertaining to environmental quality, public health, the public trust, or public funds. The manufacturers, suppliers, and/or dischargers referenced in this paragraph expressly include all affiliates, predecessors, and successors of the identified and unidentified manufacturers, suppliers, and/or dischargers. Client hires Attorneys to provide legal services in connection with developing, assessing, investigating, negotiating, prosecuting, litigating, and otherwise pursuing actual or potential claims through final appeal (the "Action," regardless of whether one, multiple, or no civil actions are in fact filed in court). Attorneys shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of developments.

4. **CLIENT RETAINS DECISION MAKING AUTHORITY.** Client retains complete control of all decisions in the case on behalf of the Client. Client in no way assigns its discretion to Attorneys and retains all of its inherent powers related to discretion, judgment, control and decision making related to the Action.
5. **LEGAL SERVICES SPECIFICALLY EXCLUDED.** Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board or (c) negotiations with regard to obtaining a replacement potable water source for properties within the geographical area identified as "JCI/Tyco Sampled Area" (the "PWSA") on the map attached hereto as Exhibit A, except as provided in paragraph 6B, below. With Client's permission, however, Attorneys may elect to appear at administrative proceedings to protect Client's rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.
6. **FEES.** Client and Attorneys have agreed that Client will pay Attorneys a contingent fee for representing Client in this matter. The fee is not set by law but is negotiable between Attorneys and Client. Attorneys and Client agree that the contingent fee will be calculated as described below.

A. Calculation of Contingent Fee.

Attorneys will receive a contingent fee in the amount of thirty-three and one-third percent (33.3%) of any gross recovery (as defined below) obtained on Town's behalf if litigation is commenced. Attorneys will receive a contingent fee in the amount of twenty percent (20%) of any gross recovery (as defined below) obtained on Town's behalf if litigation is not commenced.

In the event that Town obtains a recovery from one or more parties prior to commencement of litigation, and subsequently commences litigation against others subject to this Agreement, the contingent fees payable to Attorneys shall be consistent with the above, *i.e.*, Attorneys shall be entitled to receive a contingent fee in the amount of twenty percent (20%) of any gross recovery (as defined below) obtained on Town's behalf prior to commencement of litigation, and thirty-three and one-third percent (33.3%) of any gross recovery (as defined below) obtained on Town's behalf following commencement of litigation.

The contingent fee is to be calculated based on Client's gross recovery before deduction of costs and expenses (as defined below). The contingent fee is calculated by multiplying the gross recovery by the fee percentage (*i.e.*, 20% or 33.3%).

In the event that the Action, in whole or in part, or any other litigation initiated under this Agreement, is transferred for inclusion in multidistrict litigation proceedings, including without limitation *In re Aqueous Film-Forming Foam Products Liability Litigation*, No. 2:18-mn-2873 (D.S.C.), Client and Attorneys agree that the calculation of the contingent fee, as provided in this Agreement, shall occur after deduction of any "common benefit" award ordered by the presiding court which reduces the gross recovery. Compensation pursuant to this Agreement shall be paid to Attorneys net of any such common benefit award(s), and shall not be modified, increased, or reduced notwithstanding any common benefit award(s) or other orders of general application issued or entered by the presiding court, except that Client shall be credited with its proportionate share of any fees awarded to Attorneys for work performed for the benefit of parties within the multidistrict litigation.

#### B. Definitions

"Gross recovery" means the total recovery, whether by settlement, arbitration award, court judgment following trial or appeal, or otherwise. "Gross recovery" shall include, without limitation, the following: (1) the then-present value of any monetary payments to be made to Client; and (2) the fair market value of any non-monetary property and services to be transferred and/or rendered for the benefit of Client. "Gross recovery" may come from any source, including, but not limited to, the adverse parties to the Action and/or their insurance carriers and/or any third party, whether or not a party to the Action. Notwithstanding the foregoing, "gross recovery" shall not include the value of any water system or water service payments obtained by the Town for the PWSA, unless Attorneys assume responsibility for pursuing such claims as provided herein. Attorneys acknowledge that Client is currently engaged in negotiations with Tyco/JCI for the provision of water service to the PWSA and that Tyco/JCI has indicated its intent to pay for such service. Attorneys shall have no responsibility to pursue any such remedies related to the PWSA, or provide any services in connection therewith, except for minimal consulting limited to coordination of Client's efforts with Attorneys' services under this agreement, unless the Client requests such services in writing. In the event of such request, Attorneys shall assume the representation of Client for purposes of pursuing such remedies, and any such remedies secured by Attorneys after such request shall then be included in the "gross recovery" for purposes of calculating fees.

In the event the Attorneys and Client cannot agree for purposes of determining the "fair market value" of any non-monetary benefits or services to be transferred and/or rendered for the benefit of Client, each party shall within 45 days select an appraiser qualified to conduct an appraisal of the value of the non-monetary recovery. Each party's selected appraiser shall then confer and within 30 days select a third qualified appraiser, who shall determine the fair market value within 90 days. The third appraiser's valuation shall be final and binding on the parties regardless of the fact that such valuation may be an estimate or may be subject to further refinement or analysis. Client and Attorneys shall each bear the expense of its own selected appraiser, and Client and Attorneys shall share equally the expenses of the third appraiser.

C. Reasonable Fee if Contingent Fee is Unenforceable or if Attorneys are Discharged Before Any Recovery.

In the event that the contingent fee portion of this agreement is determined by a court of competent jurisdiction to be unenforceable for any reason or that the Attorneys are prevented from representing Client on a contingent fee basis, Client agrees to pay a reasonable fee for the services rendered. In addition, in the event that Client discharges Attorneys before any recovery without cause, if and when a monetary recovery is obtained, Client agrees to pay Attorneys a reasonable fee. The reasonable fee shall be calculated as follows: \$800/hour for senior or partner level attorneys; \$500/hour for associate level attorneys; \$150/hour for paralegals. Attorneys will maintain contemporaneous time records and the above rates shall be applied to reasonable time actually expended. In any event, Attorneys and Client agree that the fee determined by the above described hourly fees calculation shall not exceed thirty-three and one-third percent (33.3%) of the gross recovery as defined in this agreement. Attorneys and Client agree herein that the contingency fee rates provided herein (i.e., 20% or 33.3%) are per se reasonable.

D. Statutory Fee Award or Award of Costs Deducted from Contingency Fee that Client Pays.

Client may obtain an award from the court of attorneys' fees and/or Costs in the Action. For example, certain claims may arise under statutes that provide for an award of attorneys' fees. Attorneys agree that if such an award is allowed for under the law then they will endeavor to pursue such an award from the Court on behalf of Client. Any attorneys' fee awarded by the court in connection with the Action shall not be considered part of the gross recovery for purposes of calculating Attorneys' contingent fee. Any Court-awarded Costs shall also not be considered part of the gross recovery for purposes of calculating Attorneys' contingent fee. Any court award of fees shall be applied as a credit against Client's obligation to pay Attorneys' contingent fee under this Agreement, and any court award of Costs shall be applied as a credit against Client's obligation to reimburse Attorneys for Costs under this Agreement. If the court-awarded fees exceed the fee to which Attorneys would otherwise be entitled, Attorneys' fee shall be the amount of the court-awarded fee.

E. Timing of Payment of Attorneys' Fees.

Attorneys' fees shall be due and payable at the time the Defendant(s), their insurers, or other third parties make payment, and before distribution to Client.

F. No General Fund Payments.

Notwithstanding any other provision in this agreement, in no event will the Client be required to pay legal fees out of any fund other than the monies recovered from Defendants (or their insurers, agents, or other representatives) in the Action.

7. COSTS.

- A. "Costs" include, but are not limited to, court filing fees, deposition costs, expert, consultant, and investigator fees and expenses, investigation costs, transportation, meals and lodging for out of town travel, messenger service fees, photocopying expenses, and process server fees. Costs shall not include full or part-time employees (e.g. paralegals and law clerks). Instead, Costs shall be specific and confined to representation of the Client.
- B. Attorneys will advance the Costs incurred in connection with Attorneys' representation of Client under this Agreement. Costs will be advanced by Attorneys and then paid by Client solely from any monetary recovery and only if there is a monetary recovery.
- C. Attorneys will be reimbursed for any unreimbursed Costs before any distribution of fees to Attorneys and before any distribution to Client. Attorneys will bear the risk of any unreimbursed Costs beyond the monetary recovery in the Action.
- D. Client authorizes Attorneys to incur reasonable Costs and to retain consultants or expert witnesses reasonably necessary in Attorneys' judgment. There shall be no mark-up attached. As such, Attorneys and the Client are jointly incentivized to keep Costs to a minimum. Items that are not to be considered Costs, and that must be paid by Client without being either advanced or contributed to by Attorneys, include, but are not limited to, Client's expense incurred in providing information to counsel or defendants and damages claimed by others in the litigation, if any, that Client is ultimately required to pay. Client will cooperate with Attorneys in arranging for the collection of physical specimens or samples of water, sediment, soil, fish, or other natural resources by local professionals as deemed necessary or appropriate by Attorneys for purposes of investigation and litigation pursuant to this Agreement in order to minimize costs to the extent practicable. Any costs for sample collection and laboratory or forensic analysis of any such specimens or samples performed solely for purposes of investigation and litigation under this Agreement shall be considered Costs and will be advanced by Attorneys.
- E. Attorneys and Client shall meet and confer regarding selection and retention of experts in the Action and Client shall be informed of the persons chosen and their charges. Retention of experts requires Client approval which shall not be unreasonably withheld. Client understands that Attorneys have already retained certain liability experts or consultants who may ultimately benefit and testify on behalf of Client.
- F. Attorneys will provide Client with periodic statements of Costs incurred in the Action at approximately quarterly intervals or at such other frequency as mutually agreed between Client and Attorneys.

8. **SHARED EXPENSES.** Client understands that Attorneys may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys will divide such expenses equally or pro rata among such clients, as Attorneys deem appropriate and deduct Client's portion of those expenses from Client's share of any recovery. Prior Client approval is not required for shared expenses.
9. **LIEN.** Client hereby grants Attorneys a lien on any and all claims or causes of action that are the subject of Attorneys' representation under this Contract. Attorneys' lien will be for any sums due and owing to Attorneys at the conclusion of Attorneys' services. The lien will attach to any recovery Client may obtain, whether by arbitration award, judgment, settlement, or otherwise.
10. **DISCHARGE AND WITHDRAWAL.** Client may discharge Attorneys at any time by written notice effective when received by Attorneys. Attorneys may withdraw with Client's consent, upon court approval, or, if no action is filed for good cause as permitted by the applicable Rules of Professional Conduct. Attorneys may also discharge Client if Attorneys determine Client's claims no longer economically merit prosecution by Attorneys. Where Attorneys terminate this Agreement without good cause, Attorneys shall not be entitled to the recovery of any Attorneys' fees or Costs, regardless of the status of the Action, and regardless of whether any amounts of recovery have been or are subsequently received by Client and no lien shall attach to any recovery by Client thereafter.
11. **AUTHORITY OF ATTORNEYS.** Subject to consultation with Client, and where needed, Client approval, Attorneys shall take all steps in this matter deemed by them to be advisable for the investigation and handling of Client's claim, including hiring investigators, expert witnesses, and/or other attorneys, and filing any legal action necessary. A decision by Attorneys to retain associate counsel shall be subject to Client approval, which shall not be unreasonably withheld. The amount of attorneys' fees which Client pays will not be increased by retention of additional counsel, but instead, such associated co-counsel will be paid by the Attorneys out of the Attorneys' fee delineated in Section 6 above.
12. **DISCLAIMER OF GUARANTEE.** Nothing in this Contract and nothing in Attorneys' statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of Client's matter are expressions of opinion only.
13. **MULTIPLE REPRESENTATION.** Client understands that Attorneys do or may represent other clients with actual or potential PFAS litigation claims. Attorneys' representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. Attorneys are governed by specific rules and regulations relating to professional responsibility in representation of clients, and especially where conflicts

of interest may arise from representation of multiple clients against the same or similar defendants, Attorneys must advise clients of any actual or potential conflicts of interest and obtain their informed written consent to representation when actual, present, or potential conflicts of interest exist. Client has conferred with its own separate corporate or municipal counsel, and is not deterred from hiring Attorneys because of the present risks of conflicts which may occur as the result of Attorneys' current and continuing representation of other entities in similar PFAS litigation. Client expressly reserves its right to be informed as any conflicts arise in the future. In the event Attorneys withdraw from representing Client as a result of any conflict of interest, such withdrawal shall be deemed a termination without cause for purposes of Section 10.

By signing this agreement, Client states that (1) it has been advised of the potential conflicts of interest which may be or are associated with Attorneys' representation of Client and other multiple claimants; (2) it nevertheless wants Attorneys to represent Client; and (3) Client consents to Attorneys' representation of others in similar PFAS litigation. Client remains free to seek other legal advice at any time even after signing this agreement.

14. **AGGREGATE SETTLEMENTS.** Oftentimes in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or defendants attempt to settle or otherwise resolve all of Attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. Client authorizes Attorneys to enter into and engage in group settlement discussions and agreements that may include Client's individual claims. Although Client authorizes Attorneys to engage in such group settlement discussions and agreements, Client retains the right to approve any settlement of Client's claims, and Attorneys are required to obtain Client's approval before settling Client's claims. Attorneys will advance the Costs of the referee or special master settlement program. Client will reimburse Attorneys its pro rata share of those Costs out of its monetary recovery as specified in Section 8 above.
15. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

16. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.
17. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing, approved and executed in the same manner as the initial Agreement.
18. NO AWARD OF ATTORNEYS' FEES OR COSTS IN ACTION ON AGREEMENT. Each party shall bear its own attorneys' fees and costs incurred in any action or proceeding concerning or arising out of this Agreement, or efforts to negotiate the matter, and the parties shall share equally the costs of any arbitrator, mediator, or other decision maker in any forum. Any dispute regarding fees or costs under this agreement shall be submitted to arbitration under the State Bar of Wisconsin Fee Arbitration Program if such program remains in operation at that time.
19. GOVERNING LAW. The terms and provisions of this Agreement and the performance of the parties hereunder shall be interpreted in accordance with, and governed by, the laws of the State of Wisconsin, without regard to conflict of law principles.
20. EFFECTIVE DATE OF AGREEMENT. The effective date of this Agreement will be the date when, having been executed by Client, one copy of the Agreement is received by Attorneys. Once effective, this Agreement will, however, apply to services provided by Attorneys on this matter before its effective date.
21. AUTHORITY OF PARTIES. Each of the signatories to this Agreement warrants that he or she has the authority to enter into and execute this Agreement and to bind the entity or entities on whose behalf each signs.

The above is approved and agreed upon by all parties.

Dated: 03/11/22

Town of Peshtigo, Wisconsin

Dated: 3/11/22

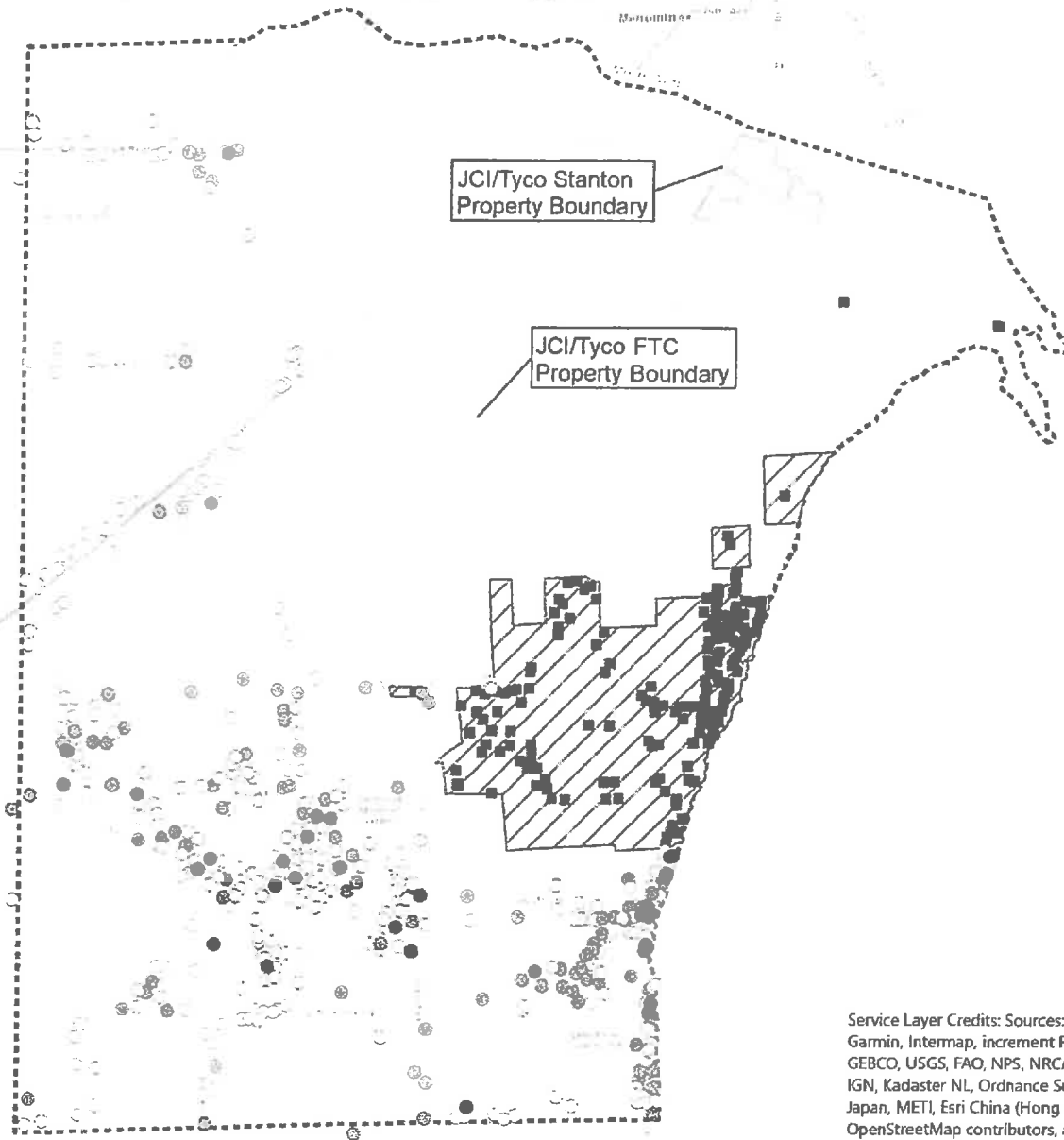
Jay E.  
Grant & Eisenhofer P.A.  
Jay Eisenhofer

By: Cindy Boyle  
Cindy Boyle, Chairperson

Attest: \_\_\_\_\_  
Clarence Coble, Clerk

# Expanded Site Investigation Area Potable Well Sampling Results Through 7/12/2021

Data presented are lab results and are still undergoing validation.

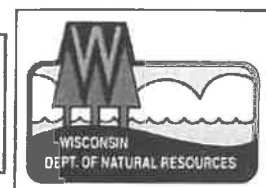


Service Layer Credits: Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

Sample results colored in accordance with Dept. of Health Services Cycle 10 and Cycle 11 recommended groundwater standards, including the sum of FOSA, NET-FOSE, Net-FOSA, NETFOSAA, PFOS, PFOA.

0 0.25 0.5 1 Miles

Expanded Site Investigation Area Results	
<div style="border: 1px dashed black; width: 20px; height: 10px; display: inline-block;"></div> Expanded Site Investigation Area <div style="background: repeating-linear-gradient(45deg, transparent, transparent 2px, black 2px, black 4px); width: 20px; height: 10px; display: inline-block;"></div> JCI/Tyco Sampled Area <div style="width: 10px; height: 10px; background-color: black; display: inline-block;"></div> JCI/Tyco Sample	<div style="border: 1px solid black; width: 10px; height: 10px; display: inline-block;"></div> Non-detect <div style="border: 1px solid black; width: 10px; height: 10px; display: inline-block;"></div> Less than Recommended Enforcement Standard <div style="background-color: black; width: 10px; height: 10px; display: inline-block;"></div> At or Above Recommended Enforcement Standard, or Hazard Index Meets or Exceeds 1



**Expense detail through April 21, 2023****32110 - Peshtigo PFAS**

<u>Date</u>	<u>Description</u>	<u>Vendor</u>	<u>Amount</u>
08/14/22	Duplication Services	Copy Center	1.00
08/17/22	Duplication Services	Copy Center	0.75
08/22/22	Postage & Delivery	UPS	47.87
08/27/22	Postage & Delivery	UPS	18.00
09/06/22	Service Fees-Contingent	Kyle McGee	120.00
10/11/22	Car Rental	Viola Vetter	132.30
10/21/22	Service Fees-Contingent	Attorney's Process & Investigation Services, Inc.	500.00
11/14/22	Filing Fee	Carolynn Nevers	500.00
01/04/23	Case-Related Research	Pacer Service Center	0.30
01/10/23	Duplication Services	Copy Center	0.45
02/27/23	Expert-Contingent	Kyle McGee	800.00

<b>Grand Total</b>	<b>2,120.67</b>
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# The Previant Law Firm, S.C.

## Work In Process

Report ID: AC1050 - 74650  
Friday, April 21, 2023

Printed By CPS  
Page 1

Beginning To End

Client-Matter	Client Reporting Name	Matter Reporting Name	Billing Timekeeper
---------------	-----------------------	-----------------------	--------------------

PFAS01-0091347

Per-and Plyfluoroalkyl Substan

City of Peshtigo

CPS Shorts, Casey P

Originating Timekeeper

CPS Shorts, Casey P

Expense

Disbursements

10/25/2022

GFF

Amount

293.35

Narrative

Bankcard Services; Filing Fees CPS City of Peshtigo Filing Fee Clerk of Court, Marinette County Confirmation# WCSMRN004478943 Dated 10/18/2022

Amount

293.35

Amount

\$293.35

Exp Code

GFF

Disbursement Totals

Task Code

Budget Phase

Code 1

Code 2

Code 3

Bill Total

\$293.35

Last Active

10/25/2022

Last Payment

39

2/1/2023

Kyle McGee  
kylemcgee@gmail.com  
2156818234

RE: - Quote 04797

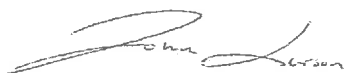
Per your request for analytical, field sampling or consulting services, please see the following prices.

Item	Method	Qty	Cost/Sample	Total
<b>ORGANICS</b>				
• PFAS	EPA 537.1	1	\$350.00	\$350.00
• PFAS FIELD BLANK	EPA 537.1	1	\$250.00	\$250.00
<b>PROFESSIONAL SERVICES</b>				
• FIELD SAMPLING		1	\$200.00	\$200.00
			<b>Grand Total:</b>	<b>\$800.00</b>

Quoted prices effective 2/1/2023 through 12/31/2023. This quote is subject to all terms and conditions in attached conditions of service.

If you have any questions, please feel free to call or email. Thank you for the opportunity to quote this project.

Best Regards,



John Larson  
President/Owner  
Badger Laboratories, Inc.

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CERTIFICATIONS

**STEVENS POINT**  
WISCONSIN  
SP-WDNR Cert. Lab #750110460  
SP-DATCP Cert. #105-525

**NEENAH**  
WISCONSIN  
HQ-WDNR Cert. Lab #445023150  
HQ-DATCP Cert. #105-205

**GREEN BAY**  
WISCONSIN  
GB-WDNR Cert. Lab #405222620  
GB-DATCP Cert. #105-450

## TREASURER'S REPORT

4/30/2023

MONTHLY ACTIVITY	3/31/2023	4/30/2023
BMO Checking Account *7013	\$ 67.29	\$ 27,597.45
BMO Platinum MM *6811	140,798.72	97,696.65
PNB Checking - CDBG	5.00	5.00
BMO Payroll Checking *7734	12,314.48	10,498.47
Change Fund	215.00	215.00
Receipts		187,519.93
Voided, see attached		-
Disbursements		(204,907.85)
Transfers		
Undeposited Funds-Deposit in Transit		-
TOTALS	\$ 153,400.49	\$ (17,387.92) \$ 136,012.57

## LOCAL INVESTMENTS

	Due	3/31/2023	4/30/2023
Stephenson National (FD)	11/22/2023	\$ -	\$ -
Stephenson National (RD)	11/22/2023	158,644.36	158,644.36
Stephenson National (CO)	11/22/2023	105,762.89	105,762.89
			\$ 264,407.25

## LOCAL GOVERNMENT INVESTMENT POOL (LGIP)

	3/31/2023	4/30/2023
Fire Dept. Equip.	\$ 245.28	\$ 248.98
Roads	130,899.63	132,870.57
Capital Outlay-Mach. & Equip.	116,915.03	118,675.40
Recycling	11,279.81	11,449.64
ARPA	287,719.75	269,767.05
TOTAL		\$ 533,011.64

TOTAL INVESTMENTS 797,418.89

TOTAL CASH &amp; INVESTMENTS \$ 933,431.46

**Office Technology Equipment Costs  
Cellcom Information as of 5/11/23**

**Totals to deactivate (equipment)**

**Clerk = \$1381.56**

- Ipad = \$833.31 (paying \$27.78/month with last payment 11/2025)
- Keyboard = \$137.47 (paying \$22.92/month with last payment 11/2023)
- Pencil = \$52.49 (paying \$8.75/month with last payment 11/2023)
- Cellphone = 358.29 (paying \$11.95/month with last payment 11/2025)

**Treasurer = \$1023.27**

- Ipad = \$833.31 (paying \$27.78/month with last payment 11/2025)
- Keyboard = \$137.47 (paying \$22.92/month with last payment 11/2023)
- Pencil = \$52.49 (paying \$8.75/month with last payment 11/2023)

**Town Chairperson Cellphone = \$106.40** (paying \$13.30/month with last payment 1/2024)

**Constable Cellphone = \$66.50** (paying \$6.65/month with last payment 3/2024)

**Current monthly charges (leased equipment included)**

**Total = \$214.12**

- Clerk = \$98.94
- Treasurer = \$60.34
- Chairperson = \$29.07
- Constable = \$25.77

**Monthly Charge PRIOR to addition of 2 Ipads & Clerk Cellphone = \$54.84**



Approved  
1-17-23

**CivicPlus**

302 South 4th St. Suite 500  
Manhattan, KS 66502  
US

**Quote #:**

Q-36551-1

**Date:**

1/24/2023 1:45 PM

**Expires On:**

4/24/2023

**Client:**

PESHTIGO TOWN, WISCONSIN

**Bill To:**

PESHTIGO TOWN, WISCONSIN

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Richard Jones	x785.323.4713	rjones@civicplus.com		Net 30

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	Municode Meetings Ultimate Annual	Municode Meetings Ultimate Annual	Renewable
1.00	Municode Meetings Ultimate – One-Time Build Cost	Up to 5 Boards, Up to 8 Hours of Virtual Training	One-time
1.00	Municode Meetings Hub Stand Alone Purchase	Municode Meetings Hub Stand Alone Purchase	Renewable
Total Investment - Year 1		USD 5,730.00	
Annual Recurring Services - Year 2		USD 4,230.00	

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"), to which this SOW is hereby attached as the CivicClerk Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.
2. This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. The Total Investment - Year 1 will be invoiced at signing of this SOW. Client will pay all invoices within 30 days of the date of invoice.
4. Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in year 3 of service.

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5. Client shall have sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Client shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party's Intellectual Property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.

6. The scope of the initial implementation services to be delivered by CivicPlus are as listed above. Client is responsible for providing all information required for the configuration of the services in accordance with the scope and project timeline.

7. Upon Go-Live, any unused implementation services (ie: board configuration) will expire. Any configuration of additional boards by CivicPlus after Go-Live may incur additional one-time charges based on the scope of the desired configuration, design, and training services.

8. Completion of implementation services will be determined by Go Live status. The parties agree to cooperate in a timely manner to complete all implementation tasks and deliverables in order to obtain Go-Live status of the services. CivicPlus will make reasonable efforts to confirm Go Live status with the Client, but reserves the right to deem Client's use of the services in the intended course of business as Go Live. "Go-Live" is defined as the Client's use of the services implemented by CivicPlus under this SOW for the intended purpose and with the intended audience.

Signature Page to follow.

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## Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <https://www.civicplus.com/master-services-agreement>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

### Client

By: Cindy Bayle  
Name: Dunlap, Cindy  
Title: CHAIR  
Date: 2-1-2023

### CivicPlus

By: Amy Vikander  
Name: Amy Vikander  
Title: Senior VP of Customer Success  
Date: 2/6/2023

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# Contact Information

\*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization Town of Peshtigo URL townofpeshtigo.org  
 Street Address W2435 Old Peshtigo Rd  
 Address 2 Marinette WI 54143  
 City Marinette State WI Postal Code 54143

CivicPlus provides telephone support for all trained clients from 7am - 7pm Central Time, Monday-Friday (excluding holidays).  
 Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone Denise Wiedemeier 715-582-4332 715-938-4332  
 Emergency Contact & Mobile Phone Cindy Boyle 715-923-5274

Emergency Contact & Mobile Phone Town of Peshtigo  
 Billing Contact 715-582-4332 E-Mail topclerk@townofpeshtigo.org  
 Phone same Ext.  Fax toptreasurer@townofpeshtigo.org

Billing Address

Address 2

City  State  Postal Code

Tax ID # 39-164-7558 Sales Tax Exempt #

Billing Terms  Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [ ☒ ] or N [ ☐ ]

Please list all external sources: ARPA

Contract Contact Cindy Boyle Email topchair@townofpeshtigo.org  
 Phone 715-923-5274 Ext.  Fax

Project Contact Denise Wiedemeier Email topclerk@townofpeshtigo.org  
 Phone 715-582-4332 Ext.  Fax 715-938-4332

Fax 715-582-4330

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## RE: TOP Capital Improvement Plan Committee Meeting

KARL D GREEN <karl.green@wisc.edu>

Mon 5/8/2023 9:42 AM

To: Town of Peshtigo Chair <topchair@townofpeshtigo.org>; Dale Mohr <dale.mohr@wisc.edu>

Cc: Town of Peshtigo Clerk <topclerk@townofpeshtigo.org>

Jennifer,

Thank you for reaching out to us. I will try to answer your questions to the best of my ability.

### 1. How did we "get here" with you working with the Town in developing its Capital Improvement Plan?

UW Extension and the Wisconsin Towns Association presented in September 2022 at the Town Officials Fall Workshops. At the Green Bay program I was presenting on Revaluation and Property Taxation and met TOP Chair Boyle who had questions about what the town's levy limits and property taxes funds in comparison to other municipalities around Peshtigo. I began providing Chair Boyle with data comparing the town with other municipalities in the County. From memory, it seems the levy limits from 2022 to 2023 allowed approximately \$460 of potential increase revenue through property taxes. Seeing this minimal allowance- I asked what sort of long-term planning the town had. Chair Boyle indicated that while some departments (Ex. Fire) has some longer range funding plans, as a whole the town does not. We then began speaking about the importance of Capital Improvement Planning. I have prepared these in the past and we began speaking about potentially providing Capital Improvement Planning for the town. Since this is a programming direction I would like to pursue for Extension's Local Government Education program, we offered this service at no cost to the Town as we were creating a potential model for other Town's.

### 2. I believe work has been started with the Fire Department with plans for moving on to the Recycling Center next, is that correct? What are future proposed areas?

Correct, we have started with the Fire Department as they had some future funding priorities developed and therefore was a good illustration of the process. As we had left it, I believe recycling center was next. Future sessions would focus on whatever remaining departments/town activities remained.

### 3. I am wondering if it would make most sense for you to work directly with appropriate individuals, i.e. Fire Chief/Commission, Supervisors assigned to Recycling Center, Supervisors assigned to Building & Grounds, Supervisors assigned to Roads rather than having a separate committee and needing to bring in other relevant individuals.

Capital Improvement Planning is important to be transparent and well understood. I think that if I meet individually with various departments it reduces the transparency and potentially creates competing interests for funding, rather than a developed and discussed plan for all departments that bases a ranking agreed upon by all involved. Capital Improvement Planning is as much about building consensus between departments as it is developing a future financing plan.

Please let me know if you have other questions, or if there are parts of your questions that I did not answer. I look forward to hearing from you.

Karl Green, Program Manager  
Local Government Education Program  
UW Madison – Division of Extension  
608-785-9763

# MSA Memo

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**To:** Jennifer Friday, Town Chairperson  
**From:** Ben Andrews  
**Subject:** Town of Peshtigo – CDBG-CV Grant Administration Update  
**Date:** May 10, 2023

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## **Overview:**

- Town of Peshtigo submitted a Community Development Block Grant – Coronavirus (CDBG-CV) application to the Wisconsin Department of Administration (DOA) - Division of Energy, Housing, and Community Resources (DECHR).
- Town of Peshtigo was awarded a CDBG-CV grant in March 2022; Grant Agreement was executed in April 2022.
- CDBG-CV Grant award included multiple project deliverables, including Town Hall Improvements, Town Hall PPE, Emergency Rescue Squad Stock, Peshtigo Food Pantry Items, and Fire Department Equipment.
- Town of Peshtigo procured MSA Professional Services as Grant Administrator for the project in September 2022.

## **Grant Specifics:**

**Performance Period:** 03/09/2022 to 12/31/2023

## **Amendments to Grant Agreement:**

	Description	Addition	Cumulative
<b>Original Award:</b>	N/A	\$335,500	\$335,500
<b>Amendment #1:</b>	Inflation, Engineering, and Grant Administration Increases	\$62,657	\$398,157
<b>Amendment #2:</b>	Engineering and Construction Increases	\$96,878	\$495,035

## **Available Funds:**

Town Hall Improvements (Includes Engineering)	\$312,757.00
Food Pantry Services and Supplies	\$54,111.00
Fire Station Equipment	\$46,640.00
CV/Emergency Response Equipment & Supplies	\$65,027.00
Grant Administration	\$16,500.00

4/8

**Procurement:**

- MSA Professional Services for Grant Administration Services, Executed September 2022.
- Integrity Engineering for Engineering and Design Services for Town Hall Improvements, Executed April 2022.

**Sub-Recipients:**

- Peshtigo Food Pantry – Agreement Executed;
- Contracted EMS Provider – Agreement NOT Executed.

**Environmental Review:**

- Conducted by MSA Professional Services; Submitted to DOA Environmental Desk in December 2022; Received Environmental Certification in December 2022.

**Fair Housing Actions:**

- Town of Peshtigo completed the required fair housing actions in 2022;
- MSA Professional Services coordinated efforts and submitted documentation of fair housing actions to DOA in December 2022.

**Citizen Participation Public Hearing:**

- Public Hearing #1 – Conducted Prior to Application;
- Public Hearing #2 – Conducted in January 2023;
- Public Hearing #3 – NOT Conducted; Must be Completed During the Start of Construction

**Financial Management**

- Pay Request #1 was submitted to DOA in April 2023 for \$31,885.03:
  - \$437.50 for Town Hall Improvements;
  - \$20,338.00 for Peshtigo Food Pantry;
  - \$7,729.53 for Fire Equipment;
  - \$3,380.00 for Grant Administration
- Pay Request is currently delayed due to the Town of Peshtigo having an inactive SAM.gov account. Once resolved, the Town of Peshtigo can obtain the requested dollars.
- Pay Request #2 – There are currently some expenditures submitted, but pay requests must be a minimum of \$25,000 in order to submit.

**Reporting Periods, Monitoring & Project Close:****Previous Reporting:**

- Fall 2022 – Data Reporting & Narrative Reporting
- Spring 2023 – Data Reporting & Narrative Reporting

**Future Reporting:**

- Fall 2023 - Data Reporting & Narrative Reporting

**Monitoring:**

- It will likely be scheduled in Fall/Winter 2023

**Project Close:**

- All construction and purchasing must end by 12/31/2023;
- Project Completion Reports must be submitted to DOA by 01/31/2024.

**Singe Audits Statement:**

- CY2022 – Completed; Single Audit NOT Required.
- CY2023 – NOT Complete; Due 01/15/2024 to DOA.

# Peshtigo Town Hall Improvements

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## Project Timeline (Design & Bidding)

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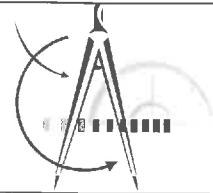
- 4/24 – 4/28 Site meeting with Town of Peshtigo and Rappette Engineering to review existing facility and discuss project goals and scope of work. Develop preliminary plan following meeting.
- 5/11/2023 Review preliminary plans with Town of Peshtigo (virtual meeting to discuss). Following meeting, revise preliminary plans as necessary and procure construction cost budget.
- 5/22/2023 Cost budget to Town of Peshtigo. If costs are within budget the design can proceed into construction document phase (finalizing plans and beginning specification manual). If project is over budget, discussions with Peshtigo to revise scope of work or discuss alternative methods to meet budget. If project scope is altered, revise plans as necessary.
- 6/1/2023 Begin construction document phase. Discuss release of bid advertisement details.
- 6/15/2023 Virtual Meeting with Peshtigo for review of 90% complete plans/specifications. Address any open questions/items needing final verification. Following meeting, make any final adjustments to plans/specifications.
- 6/26/2023 Release for bid & submit completed plans to AHJ for review and approval. We will confirm this date as design is underway.
- 7/17/2023 Bids Due. We will confirm this date as design is underway.
- 7/18/2023 Town Board Meeting – Review bids and recommend contractor to award. We will confirm this date as design is underway.

# Rappette Engineering LLC

*Specializing in HVAC Engineering since 1982*

mrappette@gmail.com

P.O. Box 28494  
Green Bay Wi. 54324  
Phone: 920-621-7807



Budgetary Equipment estimates.

Date: May 15<sup>th</sup> 2023

Project name: Town of Peshtigo- CDBG-CV Grant building updates.

Ref: Preliminary Heating / Cooling and ventilation equipment options To meet or exceed specifications in MSA Memo dated May 10<sup>th</sup> 2023.

Option #1 Quantity of 2 Roof tops approx. 7.5 tons of cooling ea with modulation gas heating 3,300 cfm ea. With VAV Zoning for each space (6) Zones. Ventilation requirements to be 15 cfm o/a per person. OptiClean air scrubber to be added to each room designed per ASHRAE standard 170 ventilation of air with HEPA filtration (99.7%). Equipment cost is Budget at \$119,000 and estimate of (\$117,000 for labor, sheet metal work, roof work, curbs and controls)= \$236,000

Option #2 Quantity of 1 custom Air handler approx. 17 tons 7,200 cfm of air, with Heating coil, Dx cooling, HEPA filter, ENERGY recovery cell with 17.5 ton condensing unit. All equipment Roof mounted. VAV zoning (6) zones with reheat, and controls. 1 new IBC boiler 399,000 btu 97% efficient. The equipment cost budget of \$178,000 Plus installation budget of (\$128,000 for labor, sheet metal, roof work, curbs and controls. Boiler piping.) Estimate costing = \$306,000.00 Designed to meet ASHRAE stand 170 ventilation of air.

These numbers are a estimate can be 5 to 15% +/- No local or State taxes included, additional cost could be a extra with environment issues during construction.

Sincerely,

Mark Rappette

Rappette Engineering LLC

920-621-7807

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## Office Renovation Budget

OF  
EXPENSES

**PROJECT FUNDS ALLOTTED**  
\$36,127.50

**FUNDS USED TO DATE**

**FUNDS REMAINING**

Item No.	Item Description	Project	Units	Amount
1	Painting Office Walls	Materials/Labor	685 S.F.	\$2,055.00
2	Wall Cabinets	Materials/Labor	8 L.F.	\$1,200.00
3	Laminate Countertops	Materials/Labor	35 L.F.	\$5,250.00
5	Carpeting	Materials/Labor	450 S.F.	\$2,250.00
6	Misc. Carpeting/Blocking (Removal/Reinstall After Painting)	Materials/Labor	Lump Sum	\$3,000.00
7	Acoustical Ceiling	Materials/Labor	Hr	\$800.00
8	Demolition	Labor	16 HR	\$3,400.00
9	Asbestos Abatement	Labor/Materials/Permit	Lump Sum	\$5,000.00
Total Labor and Materials		Totals	\$	\$22,955.00
20% Contingency (of above total)		Totals	%	\$4,591
Labor & Materials +Contingency				\$27,546.00
10% General Conditions (percent from above total)		Totals	%	\$2,755
Engineering and Oversight		Totals	\$	\$5,366.50
Total (SubTotal +General Conditions)				\$35,667.10



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2037 Tulip Lane Green Bay, WI 54313  
E-mail: info@idagilityengineering.biz  
www.idagilityengineering.biz

Phone (920) 499-9288  
Fax (920) 499-0800

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**PESHIGO TOWN HALL**

2435 Old Peshigo Rd, Marinette, WI 54143

ED JOB NUMBER 2  
JOB NUMBER 23049  
JOB PRODUCT MANAGER K. KUEPER  
PROGRAM BY G. GILLETTE  
DATE 05/16/2023

[illegible]

**ISSUED FOR:**

<input type="checkbox"/>	PRELIMINARY
<input type="checkbox"/>	CONSTRUCTION
<input checked="" type="checkbox"/>	DESIGN REVIEW

## SCHEDULES

## A1.1

# CONTRACT WITH THE TOWN OF PESHTIGO AND THE TOWN TREASURER

This contract is between Jodi Maney and the Town of Peshtigo.

The Town of Peshtigo is entering into this contract with Jodi Maney to be Town Treasurer under the authority granted to towns in the State of Wisconsin under Chapter 60.34 of Wisconsin State Statutes.

## Duties of the Town Treasurer:

1. All duties of the Town Treasurer as described in Chapter 60.34 of the Wisconsin State Statutes, Section 2-230 of the Town of Peshtigo Ordinances, such duties at the lawful direction of the Town Board and those additional duties, but not limited to, described herein. Duties are as shown in the attached job description.
2. The Treasurer will be available Tuesday and Thursday from 9:00 am to 4:00 pm. Additional hours will be required for such things as Ad Hoc Committee meetings, Finance meetings, Board meetings, Budgeting, Elections, etc. Changes in schedule will be made by mutual agreement between the Town Board Chairperson or Personnel Chairperson and the Town Treasurer.
3. Time off must be pre-approved by the Town Board Chairperson or Personnel Chairperson.
4. Personal appointments should be scheduled at other times other than normal working hours.
5. The office shall be manned by the Treasurer/Deputy Treasurer during the designated office hours of 10:00-2:00pm.
6. The office will be closed the following holidays if those holidays fall on a day the Town is normally open; July 4, Thanksgiving, Christmas Eve/Christmas Day, and New Year's Day.
7. Treasurer shall abide by the Town of Peshtigo Personnel Policy.
8. Treasurer shall submit a weekly time card with hours worked and duties performed.

This contract will be for 1 year beginning January 10, 2023 and ending January 9, 2024. Town Treasurer must be sworn in at the start of the new contract. This contract is renewable by vote of the board.

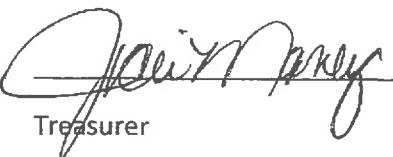
The Town Board will plan for an annual review of the Town Treasurer's performance of duties. The review will be based on the standards of performance mutually established and duties within. The first review of Treasurer will take place by April 10, 2023 performance only. A review of actual hours required to perform Treasurer duties with contracted CPA agreement will be conducted. Adjustments based on the review will be handled annually prior to the Town budget preparation when possible.

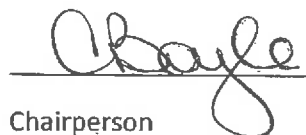
The Town Treasurer can be removed from office for just cause as defined in state Statute 17 as it pertains to town officers.

The annual salary for the position of Town Treasurer 15 hours per week at \$23/hour \$17,940/year with a 90-day review period (performance not wage) starting as early as possible not beyond 1/10/2023.

The Town of Peshtigo will provide Workers Compensation, Unemployment Compensation, and Social Security. All town insurance policies shall be in effect for the Town Treasurer's position. No other benefits are provided beyond those listed.

This contract is terminated upon (90) days written notice by either party unless early termination for legal reason, including, but not limited to, job performance or disability.

 1-5-23  
Treasurer Date

 1-5-23  
Chairperson Date

RECEIVED

MAR 23 2023

1 of 2

TOWN OF PESHTIGO

Date: 3/23/2023

Dear Town of Peshtigo Board,

Please accept this letter as my 2 week notice of leaving.

My final day of work will be Thursday April 13th. 2023 contingent on an exit interview.

Before my exit I will do whatever is necessary to ensure a smooth exit process.

I am very grateful for the opportunity I had to work here and I would like to thank you for your trust and confidence.

Sincerely,

Denise Wiedemeier

*See attached document*

*Denise Wiedemeier*

RECEIVED 2/22

MAR 23 2023

Date: 3/23/2023

TOWN OF PESHTIGO

Dear Town of Peshtigo Board,

I'm giving my two weeks notice, and the reason why I'm leaving is Scott Beatty and Jennifer Friday.

A little history on how we got here.

On January 6th, 2023, Scott Beatty submitted challenge paperwork in an attempt to remove 2 candidates from the ballot for the spring election. Unbeknownst to me, Scott secretly recorded the conversation where he handed in the paperwork which verifies that I never administered an oath. During the entire investigation, I have been bullied, harassed, told to fuck off and pressured to give them open records during non-business hours.

In the first 5 days of the challenge, I put in 54 hours researching and filling out paperwork. No one ever tried to challenge candidates before in Marinette County so Kathy Brandt could not help me. As a new clerk, it was a lot to take on. The weird thing is that the paperwork Scott Beatty felt was incorrect had been previously accepted by former Clerk Cobie, who Scott works to endorse on media and signage. Scott put in appeals not only to the Town Clerk's office but to the State of Wisconsin Election Commission. In March, all the appeals were denied. This process took two months time away from my office duties and me assisting the town board for which I was hired.

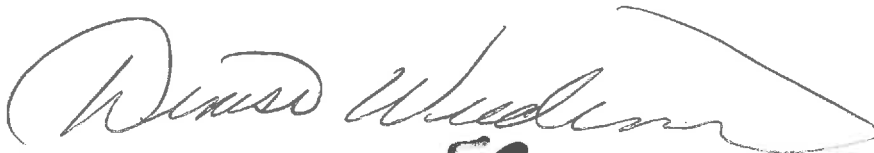
During those two months, I have been harassed and bullied not only in the town office but on social media and Facebook community pages.

After the February incident I did seek a harassment order and it was denied by the judge. That decision was difficult as this is a public building. During the judge's final statement regarding her decision, she stated I was an elected clerk, and anytime you run for an elected position, sadly this is what you leave yourself open to. Because she was rendering the decision, I could not inform her that the Town Clerk's position was and still is appointed. I agree with the Judge's statement, but I did not have my name on the ballot. The judge looked right at Scott and Jennifer, and she "expressed" how disgusted she was with their conduct and to think long and hard before they post anything like this again because she didn't want to see them back in her courtroom. Shortly after the judge gave the STRONG warning, Scott and Jennifer did just the opposite, posts on social media going after the Municipal Clerk and destroying me personally is not acceptable. Going after authors of letters in opposition to them absolutely breaks my heart.

Please understand I truly enjoy the job, but do not want to work in the environment Scott and Jennifer have created.

I would like to thank you for your trust in me during my time here.

Sincerely, Denise Wiedemeier



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**REUTER, WHITISH & EVANS, S.C.**

**ATTORNEYS AT LAW  
44 EAST MIFFLIN ST., SUITE 306  
MADISON, WISCONSIN 53703**

**ALLEN D. REUTER  
BARBARA O. WHITISH (1952-2013)  
DANIEL J. EVANS  
DAVID D. RELLES  
KEVIN F. MILLIKEN (OF COUNSEL)**

**TELEPHONE  
(608) 250-9053**

**FACSIMILE  
(608) 250-9054**

**April 15, 2023**

Town Board  
Town of Peshtigo  
Attn: Town Clerk  
W2435 Old Peshtigo Rd  
Marinette, WI 54143

Dear Chair Boyle and Supervisors:

I am writing to tender my resignation as Town Attorney for the Town of Peshtigo. While it has been an honor to serve the Town over the past 2 years, I no longer believe I am the right person to continue the job going forward.

As some of you may know, I accepted the position primarily because I believed my past experience would be of substantial benefit to the Town in addressing its unique PFAs contamination problem. Over the past two years, some progress has been made toward a solution, but the problem is nowhere near resolved. Based on the results of the last election, and the positions taken by the successful candidates on the Town's role in facilitating a safe and permanent drinking water solution, it is apparent that the Town will likely discontinue the ongoing efforts toward that solution. I fully respect the right of all involved to disagree on the best policy to be pursued in that regard, and the right of the Town electors to direct a particular approach. I do, however, feel that the change in policy means that the Town no longer needs my services.

I will work with my successor toward a smooth transition in services. I will remain available for the next 60 days to provide services if needed on the same terms and conditions as our current arrangement. If I can be of assistance in the process of selecting a successor, please let me know.

I wish the best of luck to all those in Town government with whom I have had the pleasure to work, and to the Town of Peshtigo in its future pursuits.

Sincerely,



Allen D. Reuter

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**Town of Peshtigo**  
**Alternate Members of Board of Review Ordinance**  
**ORDINANCE NUMBER 202305-03**

**SECTION 1 – TITLE/PURPOSE**

This ordinance entitles the Town of Peshtigo Town Board to appoint alternate members for the Board of Review. The purpose of this ordinance is to provide, upon lawful removal of named members, alternate persons to serve as replacements to the Board of Review for the Town of Peshtigo.

**SECTION 2 – AUTHORITY**

The Town Board of the Town of Peshtigo, Marinette County, Wisconsin has the specific authority under the Town of Peshtigo Code of Ordinances, Article VI, Boards, Authorities, Commissions, and Committees, Division 3. Board of Review (b) (1) thru (4) to remove from and appoint alternate members to the Board of Review for the Town of Peshtigo.

**SECTION 3 – ADOPTION OF AN ORDINANCE**

The Town Board of the Town of Peshtigo, Marinette County, Wisconsin, by this ordinance, adopted on proper notice, with a quorum and by a roll call vote of the Town Board present and voting, provides for the removal of members of the Board of Review for the Town of Peshtigo and the appointment of alternate members.

**SECTION 4 – MANNER OF APPOINTMENT**

The Town Board of the Town of Peshtigo, Marinette County, Wisconsin, by this ordinance, establishes and shall maintain a public list of names and persons eligible and appointed by the Town Board to serve as alternative members of the Board of Review. The list shall be arranged and maintained by the Town Clerk as authorized in the Town of Peshtigo Code of Ordinances, Article VI, Boards, Authorities, Commissions, and Committees, Division 3. Board of Review (b) (1) thru (4).

**SECTION 5 – TOWN CLERK**

In the event that the appointed Town Clerk is a resident of the Town of Peshtigo he/she will hereby be made a voting member of the Town of Peshtigo Board of Review.

**SECTION 6 – APPOINTMENTS**

The following electors of the Town of Peshtigo are named as alternates in the order indicated to serve as alternate Board of Review members.

Alternate 1: Wayne Gerondale

Alternate 4: \_\_\_\_\_

Alternate 2: Jim Devcich

Alternate 5: \_\_\_\_\_

Alternate 3: \_\_\_\_\_

Alternate 6: \_\_\_\_\_

***Note:** The Town Board may name as many alternates as they deem necessary to meet the statutory requirement that no less than three Board of Review members are needed to make a final determination of an objection to the property assessment.*

**SECTION 7 – EFFECTIVE DATE**

This ordinance is effective on publication or posting.

The Town Clerk shall properly post or publish this resolution as required under s. 60.80, Wis. Stats.

Adopted this 16<sup>th</sup> day of May, 2023. Supersedes Ordinance Number 20144-1 dated April 15, 2014.

\_\_\_\_\_  
Jennifer Friday, Town Chairperson

\_\_\_\_\_  
Kayla Okins, Interim Clerk

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# Board of Review Confidentiality of Income Information Ordinance

Town of Peshtigo, Marinette County, State of Wisconsin

ORDINANCE # 202305-04

## AN ORDINANCE RELATING TO THE CONFIDENTIALITY OF INFORMATION ABOUT INCOME AND EXPENSES REQUESTED BY THE ASSESSOR IN PROPERTY ASSESSMENT MATTERS IN THE TOWN OF PESHTIGO

WHEREAS, as part of the Budget Adjustment Act, 1997 Wisconsin Act 237, a number of significant changes regarding property tax assessment appeals and Board of Review procedures were enacted; and

WHEREAS, at Section 279(K) of 1997 Wisconsin Act 237, § 70.47(7)(af) of the Wisconsin Statutes was created; and

WHEREAS, Wis. Stat. § 70.47(7)(af) requires that the municipality provide by ordinance for the confidentiality of information about income and expenses that is provided to the Assessor under Wis. Stat. § 70.47(7)(af), and shall provide exceptions for persons using the information in the discharge of duties imposed by law or of the duties of their office or by order of the court,

NOW, THEREFORE, the Town of Peshtigo, Marinette County, Wisconsin, ORDAINS AS FOLLOWS:

SECTION 1: Whenever the Assessor, in the performance of the Assessor's duties, requests or obtains income and expense information, the information that is provided to the Assessor shall be held by the Assessor on a confidential basis, except, however, that the information may be revealed to and used by persons: in the discharge of duties imposed by law; in the discharge of duties imposed by office (including, but not limited to, use by the Assessor in performance of official duties of the Assessor's office and use by the Board of Review in performance of its official duties); or pursuant to a court order. Income and expense information provided to the Assessor under Wis. Stat. § 70.47(7)(af), unless a court determines that it is inaccurate, is, per Wis. Stat. § 70.47(7)(af), not subject to the right of inspection and copying under Wis. Stat. § 19.35(1).

SECTION 2: SEVERABILITY - The several sections of this ordinance are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision and shall not affect the validity of any other provisions, sections or portions thereof of the ordinance. The remainder of the ordinance shall remain in full force and effect. Any other ordinances whose terms are in conflict with the provisions of this ordinance are hereby repealed as to those terms that conflict.

SECTION 3: EFFECTIVE DATE - This ordinance shall take effect immediately upon passage and posting or publication as provided by law.

---

Dated this 16th day of May, 2023.

---

Jennifer Friday, Chairperson

ATTESTED BY

---

Kayla Okins, Interim Clerk

# **Board of Review Policy on Procedure for Sworn Telephone or Sworn Written Testimony Requests**

**Town of Peshtigo, Marinette County, State of Wisconsin  
ORDINANCE # 202305-05**

WHEREAS, Wis. Stat. § 70.47(8) authorizes the Board of Review to consider requests from a property owner or the property owner's representative to testify under oath by telephone or to submit sworn written statements to the Board of Review; and

WHEREAS, the Wisconsin Department of Revenue has determined that the legal requirements of the Notice to Appear at the Board of Review must be satisfied and the Objection Form must be completed and submitted to the Board of Review as required by law prior to a Request to Testify by Telephone or Submit Sworn Written Statement form being considered;

NOW, THEREFORE, the Town Board of Review of the Town of Peshtigo, Marinette County hereby adopts the following policy:

**1. PROCEDURE:**

Before the Board of Review (BOR) can consider a request from a property owner or the property owner's representative ("property owner") to testify by telephone or submit a sworn written statement, the property owner must first complete and file with the BOR clerk the following documents:

- a) A timely Notice of Intent to appear at the BOR;
- b) A timely Objection Form for Real Property Assessment (PA-115A); and
- c) A fully completed Request to Testify by Telephone or Submit a Sworn Written Statement at Board of Review (Form PA-814).

Requests must be filed with the BOR clerk within the first 2 hours of the BOR's first full meeting. If the property owner fails to file the documents as required, the BOR will not consider the request.

**2. CRITERIA:**

The BOR may consider any or all of the following factors when deciding whether to grant or deny the request:

- a) The property owner's stated reason(s) for the request as indicated on the PA-814;
- b) Fairness to the parties;
- c) The property owner's ability to procure in-person oral testimony and any due diligence exhibited by the property owner in procuring such testimony;
- d) Ability to cross examine the person(s) providing the testimony;
- e) The BOR's technical capacity to honor the request; and
- f) Any other factors that the BOR deems pertinent to deciding the request.

**3. EFFECTIVE DATE:**

This policy shall be effective upon passage.

Adopted this 16<sup>th</sup> day of May, 2023, by the Board of Review of the Town of Peshtigo.

\_\_\_\_\_  
Jennifer Friday, Chairperson

ATTESTED BY

\_\_\_\_\_  
Kayla Okins, Interim Clerk

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**Board of Review Policy on  
Procedure for Waiver of Board of Review Hearing Requests**

Town of Peshtigo, Marinette County, State of Wisconsin

ORDINANCE # 202305-06

WHEREAS, Wis. Stat. § 70.47(8m), authorizes the Board of Review to consider requests from a taxpayer or assessor, or at its own discretion to waive the hearing of an objection under Wis. Stat. § 70.47(8), or in a 1st class city, under Wis. Stat. § 70.47(16), and allow the taxpayer to have the taxpayer's assessment reviewed under Wis. Stat. § 70.47(13); and

WHEREAS, Wis. Stat. § 70.47(8m) further states that for purposes of this subsection, the Board of Review shall submit the Notice of Decision under Wis. Stat. § 70.47(12) using the amount of the taxpayer's assessment as established by the municipal assessor as the finalized amount and

WHEREAS, Wis. Stat. § 70.47(8m) further states that for purposes of this subsection, if the Board of Review waives the hearing, the waiver disallows the taxpayer's claim on excessive assessment under Wis. Stat. § 74.37(3), and, notwithstanding the time period under Wis. Stat. § 74.37(3)(d), the taxpayer has 90 days from the notice of hearing waiver in which to commence an action under Wis. Stat. § 74.37(3)(d); and

WHEREAS, the Wisconsin Department of Revenue has determined that the legal requirements of the Notice to Appear at the Board of Review must be satisfied and the Objection Form must be completed and submitted to the Board of Review as required by law by the taxpayer prior to a Request for Waiver being considered;

NOW, THEREFORE, the Town Board of Review of the Town of Peshtigo, Marinette County hereby adopts the following policy:

**1. PROCEDURE:**

Before the Board of Review (hereinafter BOR) can consider a request from a taxpayer or assessor or at its own discretion waive the hearing of an objection, the taxpayer must first complete and file with the BOR Clerk the following documents:

- a) A timely Notice of Intent to appear at the BOR; and
- b) A timely Objection Form for Real Property Assessment (PA-115A).

If the owner fails to file the documents as required, no hearing will be scheduled on the objection. If the owner files the documents as required and a request from the owner or assessor is made to waive the hearing of an objection, or if the BOR considers waiving the hearing at its own discretion, the BOR shall use the following criteria to make its decision.

**2. CRITERIA:**

The BOR may consider any or all of the following factors when deciding whether to waive the hearing:

- a) The benefits or detriments of the BOR process
- b) The benefits or detriments of having a record for the Court review
- c) Avoidance of unruly, lengthy, burdensome appeals
- d) Ability to cross examine the person(s) providing the testimony
- e) Any other factors that the BOR deems pertinent to deciding whether to waive the hearing

**3. EFFECTIVE DATE:**

This policy shall be effective upon passage.

Adopted this 16<sup>th</sup> day of May, 2023, by the Board of Review of the Town of Peshtigo.

\_\_\_\_\_  
Jennifer Friday, Chairperson

ATTESTED BY

\_\_\_\_\_  
Kayla Okins, Interim Clerk

64

**AMENDMENT TO TOWN OF PESHTIGO CODE OF ORDINANCES  
CHAPTER 54 (TRAFFIC AND VEHICLES)  
SECTION 54-63 STOP SIGN LOCATIONS  
ORDINANCE # 202305-01**

Old Peshtigo Road at Flame Road (3-way stop).

Effective 16th day of May, 2023

\_\_\_\_\_  
Jennifer Friday, Chairperson

\_\_\_\_\_  
Attest: Kayla Okins, Interim Clerk

**AMENDMENT TO TOWN OF PESHTIGO CODE OF ORDINANCES  
CHAPTER 54 (TRAFFIC AND VEHICLES)  
SECTION 54-86 VEHICLE WEIGHT LIMITATIONS**

**Add item number (10)  
ORDINANCE # 202305-02**

(10) Hale Road 8-ton weight limit from the intersection of Spitzmacher Road south to it's termination.

Effective May 16, 2023.

\_\_\_\_\_  
Jennifer Friday, Chairperson

\_\_\_\_\_  
Attest: Kayla Okins, Interim Clerk

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## **PLAN COMMISSION MEMBERS- 2023**

TOWN OF PESHTIGO  
W2435 OLD PESHTIGO ROAD  
MARINETTE, WI 54143  
715 582 4332

### **CHAIRPERSON**

JIMMER WORTNER  
N3004 COUNTY ROAD D  
PESHTIGO, WI 54157  
715 923 5466  
topsup2@townofpeshtigo.org  
TOWN BOARD REPRESENTATIVE  
TERM – AS LONG AS A BOARD MEMBER

### **JOYCE BUCHMAN**

W1817 RADER ROAD  
MARINETTE, WI 54143  
715 735 9658  
joycembuchman@gmail.com  
TERM – THREE YEARS EFFECTIVE  
APRIL 1, 2021 – MARCH 31, 2024

### **CHUCK LA COURT**

MARINETTE, WI 54143  
715 923 6935  
TERM – THREE YEARS EFFECTIVE  
APRIL 1, 2021 – MARCH 31, 2024

### **KAYLA FURTON**

N2599 SHORE DRIVE  
MARINETTE, WI 54143  
715 579 2293  
TOWN BOARD REPRESENTATIVE  
TERM – AS LONG AS A BOARD MEMBER

### **DENNIS CZAPIEWSKI**

N2095 DAHL ROAD  
MARINETTE, WI 54143  
715 923 0684  
TERM – TERM FULFILLMENT  
APRIL 1, 2023 – MARCH 31, 2024

### **ALTERNATE #1**

TERM – THREE YEARS EFFECTIVE  
\_\_\_\_\_, 2023 – MARCH 31, 2026

### **JIM BAUR**

N1320 SHORE DRIVE  
MARINETTE, WI 54143  
715 938 6994  
jimbaur@outlook.com  
TERM – THREE YEARS EFFECTIVE  
APRIL 1, 2023 – MARCH 31, 2026

### **ALTERNATE #2**

TERM – THREE YEARS EFFECTIVE  
\_\_\_\_\_, 2023 – MARCH 31, 2026

### **JIM DEVCICH**

W2065 RADER ROAD  
MARINETTE WI 54143  
715 735 3785  
someplacespecial@new.rr.com  
TERM – THREE YEARS EFFECTIVE  
APRIL 1, 2023 – MARCH 31, 2026

TERM – THREE YEARS EFFECTIVE  
APRIL 1 – MARCH 31

BOARD MEMBERS RECEIVE \$25.00 PER  
MEETING.

## **BOARD OF APPEALS MEMBERS- 2023**

TOWN OF PESHTIGO  
W2435 OLD PESHTIGO ROAD  
MARINETTE, WI 54143  
715 582 4332

### **WAYNE GERONDALE - CHAIRPERSON**

N2318 SHORE DRIVE  
MARINETTE, WI 54143  
715-732-0676  
TERM THREE YEARS EFFECTIVE  
FEBRUARY 1, 2023 TO JANUARY 31, 2026

### **EDWARD KOWALSKI**

N2075 SHORE DRIVE  
MARINETTE, WI 54143  
715-732-8803  
TERM THREE YEARS EFFECTIVE  
FEBRUARY 1, 2023 TO JANUARY 31, 2026

### **OPEN**

\_\_\_\_\_ – JANUARY 31, 2025

### **OPEN**

\_\_\_\_\_ – JANUARY 31, 2025

### **MICHAEL HOARD**

N1713 SHORE DRIVE  
MARINETTE, WI 54143  
715-270-0450  
mghoard@gmail.com  
TERM THREE YEARS EFFECTIVE  
FEBRUARY 1, 2022 – JANUARY 31, 2025

### **RON CHARON – ALTERNATE**

N1773 COUNTY ROAD BB  
MARINETTE, WI 54143  
920-660-0821  
TERM THREE YEARS EFFECTIVE  
FEBRUARY 1, 2022 – JANUARY 31, 2025

### **REBECCA SCHOENEBECK – 2<sup>ND</sup> ALTERNATE**

N3812 SCHACHT ROAD  
MARINETTE, WI 54143  
715-923-6529  
TERM THREE YEARS EFFECTIVE  
FEBRUARY 1, 2022 – JANUARY 31, 2025

TERM – THREE YEARS EFFECTIVE  
FEBRUARY 1 – JANUARY 31

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BOARD MEMBERS RECEIVE \$25.00 PER MEETING.

## INFORMATION ONLY Fw: EPA Community Grants: Fiscal Year (FY) 2023 Final Implementation Guidance

Town of Peshtigo Sup3 <topsup3@townofpeshtigo.org>

Thu 5/11/2023 8:36 AM

To: Town of Peshtigo Sup1 <topsup1@townofpeshtigo.org>; Town of Peshtigo Sup2 <topsup2@townofpeshtigo.org>; Town of Peshtigo Chair <topchair@townofpeshtigo.org>; Town of Peshtigo Sup4 <topsup4@townofpeshtigo.org>

Cc: Town of Peshtigo Clerk <topclerk@townofpeshtigo.org>; Town of Peshtigo Treasurer <toptreasurer@townofpeshtigo.org>

📎 1 attachments (1 MB)

FY23-Community-Grants-Final Implementation-Guidance.pdf;

No Discussion -- INFO only.

FY2023 Guidance for the Congressionally-Directed \$1.667 million has been released!

Trainings here:

- Programmatic Requirements Training: [Meeting Registration - Zoom \(zoomgov.com\)](#) (June 1, 14 and July 12, 1pm ET)
- Administrative Requirements Training: [Meeting Registration - Zoom \(zoomgov.com\)](#) (June 6, 1pm ET)

Regards,  
Kayla

Kayla Furton  
Town of Peshtigo  
Supervisor 3  
920.328.5683

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**From:** Johnson-Lane, Kori <JohnsonLane.Kori@epa.gov>

**Sent:** Thursday, April 20, 2023 2:57 PM

**Cc:** Crossland, Steffanie <crossland.steffanie@epa.gov>

**Subject:** EPA Community Grants: Fiscal Year (FY) 2023 Final Implementation Guidance

Dear FY23 Recipient,

Congress identified your project an associated funding level in the [Consolidated Appropriations Act of 2023 \(P.L. 117-328\)](#). We are pleased to provide the FY 2023 Community Grants Final Implementation Guidance (Guidance) to assist you with developing your application package and ensuring compliance with applicable requirements.

The Guidance (1) provides information on how EPA plans to award and administer the Community Grants, (2) identifies the associated requirements and (3) provides resources and tools to assist recipients with developing comprehensive application packages. Key highlights include:

- An overview of the grant phases (pre-award and post-award) and associated requirements and processes.
- Steps for submitting requests for Technical Correction when the identified recipient and/or project purpose need to be corrected/revised.
- Publicly available cost share waiver criteria data sources for recipients who decide to request consideration for cost share waiver approval.

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- Resources to assist with National Environmental Policy Act (NEPA) compliance, workplan and budget development, and complete application instructions.

You can also visit [EPA Community Grants](#) for program updates and to access training information and additional resource materials as they become available.

**Kori Johnson-Lane**

Physical Scientist

USEPA, Region 5, Water Division

State and Tribal Programs and Support Branch

(312) 353-8546



# Community Grants Program

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FY 2023 FINAL IMPLEMENTATION GUIDANCE

APRIL 2023

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## Purpose

This document provides information and guidelines on how the U.S. Environmental Protection Agency (EPA) will award and administer water infrastructure projects identified as Congressionally Directed Spending (CDS) and Community Project Funding (CPF) items in Appropriations Acts. For Fiscal Year (FY) 2023, the Consolidated Appropriations Act (P.L. 117-328) includes \$1,472,364,541 in the State and Tribal Assistance Grants (STAG) account for 715 drinking water, wastewater, stormwater infrastructure, and water quality protection projects.<sup>1</sup>

## Background

President Biden signed the FY 2023 Consolidated Appropriations Act (P.L. 117-328) into law on December 29, 2022. In this law, Congress continued the practice of funding specifically named community infrastructure projects, referred to by the Senate as CDS items and in the House of Representatives as CPF items. [Appendix A](#) of this document provides the pertinent section of the Consolidated Appropriations Act, 2023, also referred to as the EPA's FY 2023 Appropriations Act. Water infrastructure CDS/CPF projects are further referred to as Community Grants projects in this document.

## Eligibility

Community Grants projects are designated for the planning, design, and construction of drinking water, wastewater, and stormwater infrastructure and for water quality protection. Eligible Community Grant projects are included in Appropriations Acts. For FY 2023, eligible projects are referenced in the explanatory statement found in [Appendix A](#). [Appendix B](#) lists each project that is eligible for funding under the FY 2023 Appropriations Act and identifies the state, recipient name, purpose, and appropriated funding amount of each project. EPA will use the Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) framework to guide implementation of these Community Grants; the [CWSRF](#) and [DWSRF](#) eligibilities should be referred to for development of workplans, project scopes, costs, and sub-awards. Funds appropriated for Community Grants projects may not be awarded solely to repay loans received from SRF programs or to repay other debts unless there are explicit instructions to do so in Appropriations Acts or accompanying explanatory statements and/or committee reports. These funds may not be used for operation and maintenance.

## Technical Corrections

Should a Community Grant recipient identified in an Appropriations Act need to modify the type, purpose, or named recipient of the Community Grant, a technical correction will be needed. The Agency's FY 2006 Appropriations Act (P.L. 109-54) included a permanent authority that allows EPA to make technical corrections to Community Grants only after consultation with Congress, without the need for additional legislation. For example, if a recipient (*e.g.*, City of Salem) is named in the authorizing language but a different legal entity (*e.g.*, Salem Wastewater

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<sup>1</sup> In the FY 2023 Consolidated Appropriations Act, EPA received a total of 733 CDS/CPF projects for \$1,502,588,541. Of this total, 715 projects are for water community projects; this document pertains to these projects.

Utility) owns the infrastructure, the recipient can request a technical correction. As another example, if the Appropriations Act provides for a specific type of project (*e.g.*, drinking water) when a different type of project (*e.g.*, wastewater) is needed, the recipient can request a technical correction to change the project type.

### **Appropriate Types of Technical Corrections**

A technical correction can be made for all, or part of a project identified in an Appropriations Act to change the recipient, the purpose, or both. The statutory language that provides EPA with the authority to make technical corrections does not limit the extent to which a technical correction can alter the original project, if the new project provides for water quality protection or involves construction<sup>2</sup> of drinking water, wastewater, or stormwater infrastructure. Technical corrections cannot, however, be used to change the project purpose to debt repayment, because debt repayment does not meet the statutory terms of the authority. After consultation with the House and Senate Committees on Appropriations, EPA will generally approve changes in purpose that meet the above criteria or changes in recipient where both the original entity and the new entity to be named concur with the change. Any technical correction request involving a change to both the purpose and the recipient entity must be accompanied by additional documentation explaining:

- The need or reason for the change;
- The relationship between the two entities;
- Who initiated the request; and
- The involvement of any third parties, if known.

Additional information on technical corrections is provided in [Appendix C](#).

### **Cost Share Requirements**

Appropriations Acts require each Community Grant recipient to provide a cost share from non-federal sources unless the recipient is approved for a cost share waiver by EPA. For FY 2023, the cost share amount is 20% of the total grant project cost. All contributions toward cost share should be included in the grant budget and must be categorized in the appropriate grant budget category (see [Appendix D](#) for more information on budget development). The source of the cost share must be included in the workplan and payment requests. EPA may pay 80% of costs shown on approved payment requests up to the approved federal funding amount.

- All grant funds, including a cost share, can be used only for allowable costs in executing the project. All cost sharing funds must have supporting source documents (a record that supports a transaction).
- Services donated to recipients may be furnished by professional and technical personnel and consultants in accordance with [2 CFR 200.434](#). Dollar values must be placed on all

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<sup>2</sup> “The term ‘construction’ means any one or more of the following: preliminary planning to determine the feasibility of treatment works, engineering, architectural, legal, fiscal, or economic investigations or studies, surveys, designs, plans, working drawings, specifications, procedures, field testing of innovative or alternative waste water treatment processes and techniques meeting guidelines promulgated under section 1314(d)(3) of this title, or other necessary actions, erection, building, acquisition, alteration, remodeling, improvement, or extension of treatment works, or the inspection or supervision of any of the foregoing items.” (33 U.S.C. § 1292(1)).

donated services in accordance with [2 CFR 200.306](#). All cost sharing funds must be included in the workplan and budget and be part of the grant's total project costs.

- All cost sharing funds must conform to the same laws, regulations, grant conditions, etc., as the federal funds within the grant; recipients may prefer to limit cost sharing to the amount required.

See [Appendix D](#) and [Appendix F](#) for information on general principles of cost allowability.

### Sources of Cost Share

Eligible sources of “non-federal” funds to meet the cost share requirement are described below; recipients can use any or a combination of the following eligible sources if the requirements in [2 CFR 200.306](#) are met:

**1) Public sources<sup>3</sup>.** The following public funding sources can be used to meet the cost share requirement:

- State appropriations;
- Local government match to the grant project;
- U.S. Department of Housing and Urban Development, Community Development Block Grant funds;
- U.S. Department of Agriculture, Rural Development funds;
- Appalachian Regional Commission funds; and,
- The CWSRF and DWSRF programs if those funds are:
  - non-federal funds such as loan repayments, interest earnings, bond proceeds, and fees, or
  - a state contribution to the SRF above the statutorily required 20% match.

*Note:* EPA has issued a [class deviation document](#) pertaining to CWSRF and a [policy memo](#) pertaining to DWSRF that allow Community Grant recipients to use certain sources of funds from the two SRF programs as the non-federal cost share. The class deviation and policy documents allow SRF programs to use the non-federal and non-state match share of SRF funds to provide loans that Community Grant recipients can use as the cost share for community projects.

Funding made available to jurisdictions through the American Rescue Plan Act of 2021 (ARPA), including ARPA Revenue loss funds, cannot be used to meet the non-federal cost share requirement.

- 2) Private sources.** These include funding from a business or nonprofit contributing to the project.
- 3) In-kind services.** These may include the applicant's administrative expenses for managing and overseeing the grant and projects, provided that the expenses are not being reimbursed by the federal share of the grant award. In-kind services contributed by other

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<sup>3</sup> Community Grant recipients can use federal funds from other programs as all, or part, of the cost share only if the statute authorizing those programs specifically allows the funds to be used as match for other federal grants. Additionally, other federal program funding must be allowed to support the planning, design and/or construction of drinking water, wastewater, or stormwater infrastructure projects.

entities may also be allowable as cost share. Force accounts may be used as in-kind services: personnel costs include salaries, wages, and allowable incentive compensation for recipient employees (i.e., who receive W-2 forms) who spend time working on the project. In-kind (cost share) contributions must be verifiable and documented. For example, if the recipient does not intend to charge the EPA assistance agreement for all time employees spend working on the project, the applicant may include salaries or wages in the personnel category for cost share purposes.

## Determining Cost Share Amount

For the purposes of calculating the cost share amount, the amount specified in the FY 2023 Appropriations Act for EPA's contribution represents 80% of the total grant project cost. Grant applications are not required to reflect costs that exceed total grant project costs as calculated below; this is the minimum total grant project cost required to receive the full FY 2023 appropriation amount.

The following example demonstrates how to calculate the cost share amount using \$100,000 as the EPA contribution:

**A. Identify the Total Grant Project Cost**

Divide the EPA contribution by .80 to calculate the total grant project cost:

$$\$100,000 \div 0.80 = \$125,000.$$

\$125,000 is the total grant project cost

**B. Multiply the Total Grant Project Cost by .20 to determine the cost share amount**

Total grant project cost x .20 = required cost share amount

$$\$125,000 \times .20 = \$25,000$$

\$25,000 is the required 20% cost share amount

**C. Confirm**

*Total grant project cost = EPA Contribution + Cost Share Amount.*

$$\begin{array}{rcccl} \$125,000 & & = & \$100,000 & + & \$25,000 \end{array}$$

## Waivers to Cost Share Requirements

EPA supports waiving required non-federal cost share for projects located in, or that primarily serve, disadvantaged communities. EPA is using the discretion provided by the FY 2023 Appropriations Act (see [Appendix A](#)) to consider waiving or reducing statutorily required non-federal cost share on Community Grant funds when requested and appropriate.

For projects identified in the FY 2023 Appropriations Act, EPA will consider the Cost Share Waiver Criteria A – F<sup>4</sup> below, in defining disadvantaged communities for the purposes of Community Grants. This set of criteria differs from that which is available when EPA considers requests for waivers from the cost share requirement for projects identified in the FY 2022 Appropriations Act.<sup>5</sup> Projects identified in the FY 2023 Appropriations Act that are in communities that meet at least one of the criteria below may request a waiver of the non-federal cost share requirement under the Community Grants Program. Systems that serve large service areas with a specific project that will primarily serve a subset of its service area that meets one of these criteria may also request a waiver.

Waivers to the cost share requirement must be approved by EPA's Assistant Administrator for Water, in accordance with EPA's Delegation of Authority 1-102.<sup>6</sup> Recipients requesting cost share waivers should submit a written request to the Regional EPA Project Officer for consideration. Waiver requests should include applicable Cost Share Waiver Criteria(s) and any related supporting documentation including source data retrieved from the websites noted below.

Many of the criteria can be found online on the [Census Bureau's](#) website. Recipients can start by entering their community's name in the search bar and viewing the community's profile. Tables and graphics from the Census Bureau's website can be downloaded or embedded in a recipient's cost share waiver request. Recipients should use the most recent data available. Specific tables with more detailed information and other publicly available datasets beyond the community profile page for each metric are provided below.

### **Cost Share Waiver Criteria**

#### **A. Community median household income (MHI) is less than 80% of State MHI**

- MHI can be found on a [community's profile page of the US Census Bureau – use the search function to find your community](#). Communities should use the most recent data available.
- MHI is also available for most communities from the latest annual Census American Community Survey (ACS) data collection. In the few cases where a

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<sup>4</sup>EPA developed Cost Share Waiver Criteria A – F for the purposes of assessing the appropriateness of waiving the cost share requirement for the 715 drinking water, wastewater, stormwater infrastructure, and water quality protection projects identified in the FY2023 Consolidation Appropriations Act, based on EPA's Memorandum: [Implementation of the Clean Water and Drinking Water State Revolving Fund Provisions of the Bipartisan Infrastructure Law](#), March 8, 2022 (see Attachment 1, Appendix E, of the memorandum).

<sup>5</sup> EPA's FY 2022 Community Grants Implementation Guidance identifies three criteria that are not available for consideration of cost share waivers for projects identified in the FY 2023 Appropriations Act: Communities with  $\geq 3.4\%$  unemployed population  $\geq 16$  years in civilian labor force, Communities with  $\geq 12.1\%$  vacant households, and Communities in counties with Social Vulnerability Index scores higher than 0.80.

<sup>6</sup> EPA's *Delegation of Authority 1-102, Grants and Cooperative Agreements for Water Infrastructure Projects or Other Water Resource Projects from Funds Appropriated for the State and Tribal Assistance Grant Account or the Environmental Programs and Management Account*, authorizes EPA's Assistant Administrator for Water and Regional Administrators, "To approve and administer grants and cooperative agreements for water infrastructure projects or other water resource projects from funds appropriated for the State and Tribal Assistance Grant Account or the Environmental Programs and Management Account or any successor accounts, including a project authorized by Section 510 of the Water Quality Act of 1987, P.L. 100-4, 101 Stat. 7,80, EPA's FY 1991 Appropriations Act (P.L. 101-507), and any subsequent public law; and to perform other activities necessary for the effective administration of those grants and cooperative agreements."

local jurisdiction's MHI is not available, the surrounding county's MHI may be sufficient. The Census Bureau provides annual [5-Year Average Median Household Income data in Table B19013](#). Click on the B19013 Table, select GEOS and search under “most common geographies” select “State” and then select the relevant and enter community name in the search bar.

**B. Communities with \$25,766 or less upper limit of Lowest Quintile Income**

- Communities can view their Lowest Quintile Income on the [Census Bureau](#) website and search by community name and “B19080 HOUSEHOLD INCOME QUINTILE UPPER LIMITS.” Communities should use the most recent data.

**C. Communities with  $\geq 30.9\%$  Population Living Under 200% of Poverty Level**

- The US Department of Health and Human Services provides [US Federal Poverty Guidelines](#), including a chart with percentage of poverty levels (i.e., 200%).
- More detailed information on the population living under the poverty level can be found in [Table S1701: Poverty Status in the Past 12 months for communities](#).

**D. Community with census tracts that have a poverty rate greater than or equal to 20%**

- Percent of the poverty rate can be found on [a community’s profile page provided by the Census Bureau](#).
- More detailed information can be found in [Table S1701: Poverty Status in the Past 12 months](#).

**E. Combined sewer and drinking water costs are greater than 2% of the 20th percentile household income**

- Communities can view their Lowest Quintile Income on the [Census Bureau](#) website and search by community name and “B19080 HOUSEHOLD INCOME QUINTILE UPPER LIMITS”. Communities should use the most recent data.
- The total bills for one year for residential customers can be found from the community’s local utilities.

**F. Communities with  $\geq 11.7\%$  Population Receiving Food Stamps/SNAP Benefits**

- Communities can find the percentage of their population receiving SNAP benefits on the [Census Bureau](#) website. Select “view state and local data” to search by state and then City/town or county.

### **Insular Territories Projects**

The non-federal cost share requirement is waived for any community projects located in the U.S. territories. This is consistent with the Omnibus Territories Act of 1977, which authorizes Departments and Agencies to award grants to Insular Territories, such as the U.S. Virgin Islands, without a match requirement.

### **Tribal Projects**

Consistent with the implementation of the Clean Water Indian Set-Aside Grant Program under Clean Water Act (CWA) Section 518 and the Drinking Water Infrastructure Grants Tribal Set-Aside Program under Safe Drinking Water Act (SDWA) Section 1452(i), which do not require tribal cost share, EPA will waive the non-federal cost share for tribal community projects.

## Grant Administration: Community Grants Lifecycle

EPA's Community Grant appropriations are STAG infrastructure grants to improve water infrastructure and water quality through funding for drinking water, wastewater, and stormwater projects. [Appendix B](#) lists the 715 water CDS/CPF projects identified in the FY 2023 Appropriations Act. These 715 projects are collectively funded "off the top" at a level of \$863,108,642 from the FY 2023 general CWSRF appropriations and \$609,255,899 from the FY 2023 general DWSRF appropriations.

EPA's Regional Offices will administer Community Grants as authorized under EPA's Delegation of Authority 1-102.<sup>6</sup> Per EPA's Delegation of Authority 1-14A,<sup>7</sup> EPA Regional Administrators are authorized to award grants and cooperative agreements, including Community Grants, that were appropriated in FY 2023.

The following sections describe the lifecycle stages of each award. Additional information on grants policies and resources, including on receiving and managing EPA grants, is listed in [Appendix F](#).

### Pre-Award Phase

While Congress directs Community Grant funds to specified recipients for defined projects, recipients are required to fulfill statutory and regulatory requirements **before** EPA can award grant funding. These requirements include but are not limited to providing necessary information for the National Environmental Policy Act (NEPA) environmental review, review of any pre-award costs, and submitting a complete grant application package. [Appendix D](#) and [Appendix E](#) provide information on grant application package content and submission.

#### **1. NEPA Environmental Review**

As required by EPA's NEPA implementing regulations ([40 CFR 6.100-6.406](#)), EPA must complete the NEPA review process before awarding a grant for design and/or construction.

The requirement for an environmental review under NEPA generally does not apply to grants solely for planning activities, such as infrastructure assessments, watershed plans, and wastewater capital improvement plans. Applicants should check with their [EPA Regional Contact](#) to determine if NEPA applies to a particular Community Grant. See the [Regulations and Requirements](#) section and [Appendix F](#) for additional information about NEPA Environmental Review.

#### **2. Pre-award Costs and Procurement Review**

Costs incurred prior to grant awards may be eligible for reimbursement if the costs are in conformance with applicable federal and EPA statutes and regulations. Incurred costs are financial obligations: costs owed by an entity as a result of a transaction. The costs may have

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<sup>7</sup> EPA's *Delegation of Authority 1-14A, Assistance Agreements*, authorizes Regional Administrators, the Assistant Administrator for Mission Support, and the Chief Financial Officer, "To take all necessary actions to award, obligate and de-obligate funds for, and administer fellowship, grant, cooperative and loan agreements (hereinafter financial assistance), and to make any final determinations required by law or regulations, with eligible recipients."

been paid or remain unpaid. The regulations at [2 CFR 200.458](#) require that pre-award costs be incurred "...directly pursuant to the negotiation and in anticipation of the Federal award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award and only with the written approval of the Federal awarding agency. If charged to the award, these costs must be charged to the initial budget period of the award, unless otherwise specified by the Federal awarding agency or pass-through entity."

For Community Grants projects identified in the FY 2023 Appropriations Act, pre-award costs must be incurred on or after October 1, 2022, to be considered for eligibility. Notwithstanding, and consistent with [2 CFR 1500.9](#), all costs incurred before EPA makes the award are at the recipient's risk. EPA shall review the eligibility of such costs on a case-by-case basis prior to approving the project budget and awarding the grant.

A review of pre-award costs includes a review of contracts executed prior to award for compliance with applicable procurement regulations as described in [Regulations and Requirements](#).

### 3. Application Forms, Workplan, and Submitting an Application

Upon completion of an environmental review under NEPA, development of a project workplan<sup>8</sup>, and review of any pre-award costs (including any costs related procurement), applicants should submit a complete grant application package to EPA. The workplan and application must include any pre-award costs. Recipients must ensure that their organizations have registered with the federal government's [System for Award Management \(SAM\)](#). Recipients must have an active registration/record with [SAM.gov](#) and complete the [Grants.gov](#) registration process to apply for any federal funding.

The complete grant application includes several forms, as described in [Appendix D](#). These forms **must** be downloaded from the Community Grant opportunity package on Grants.gov - generic versions of the standard forms not downloaded from the Grants.gov website will not

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<sup>8</sup> The SRF appropriations are the vehicles being used to appropriate the CDS/CPF funds. However, the SRF authorities do not govern or authorize the CDS/CPF grants. The Consolidated Appropriations Act is structured so that the CDS/CPF funding is taken from the total amount in the SRF appropriations prior to the SRF allocation to the states. Accordingly, Program Results Codes (PRCs) have been assigned to each CDS/CPF project's funding based on the SRF account from which each project's funding was appropriated. However, the authorities governing the CDS/CPF projects are the language in the FY 2023 Consolidated Appropriations Act, which states that, "...\$863,108,642 of the funds made available for capitalization grants for the Clean Water State Revolving Funds and \$609,255,899 of the funds made available for capitalization grants for the Drinking Water State Revolving Funds shall be for the construction of drinking water, wastewater, and storm water infrastructure and for water quality protection..." and in the explanatory statement accompanying the FY 2023 Consolidated Appropriations Act (Appendix A). **Therefore, CDS/CPF grant/workplan activities may entail construction of drinking water, wastewater, and storm water infrastructure, and water quality protection related tasks**, irrespective of EPA's assignment of PRC. Additionally, there is language in the explanatory statement that indicates the SRF is not intended to be the authority for the CDS/CPF funds. For example, the explanatory statement states: "Applicable Federal requirements that would apply to a Clean Water State Revolving Fund or Drinking Water State Revolving Fund project grant recipient shall apply to a recipient receiving a CDS/CPF grant under this section." That direction would be unnecessary if Congress was appropriating the CDS/CPF funds under the SRF authorities.

be accepted. See [Appendix D](#) for instructions on how to navigate to the Funding Opportunity Package and download the standard forms. [Appendix F](#) includes information on budget development and allowability of costs. In addition to the required forms, grant applicants must submit a project workplan that describes the proposed project, the milestone schedule, the need for the project, and the anticipated environmental and public health benefits (outputs and outcomes). See Community Grants Workplan Contents/Outline in [Appendix E](#) for more information.

Applicants must submit a complete application package (with all required forms, a workplan, and additional required documentation) for EPA review and approval, through the grants.gov portal. See additional information in [Appendix D](#).

## Post-Award Phase

After receiving an award, the recipient is ready to start working on the activities outlined in the approved workplan. Adhering to various grant regulations and the terms and conditions outlined in the grant agreement are critical to ensuring a successful grant project.

- Recipients submit payment requests to EPA for incurred costs. In some cases, pre-award costs may be included. Once the payment request is approved, the recipient can draw down the requested amount. As required by [2 CFR 200.305\(b\)](#), EPA requires that recipients of EPA financial assistance participate in the [Automated Standard Application for Payments \(ASAP\)](#) system. Recipients must request payment for the minimum amounts needed for actual and immediate cash. Recipients will submit a payment request including supporting documentation such as copies of bills (vouchers, invoices, etc.), along with a description of services rendered, time spent, and charges for EPA review and approval. After review and approval, EPA will pay the recipient for the federal share of the allowable costs shown on the payment request. Information on [ASAP](#) is available online.
- EPA grants contain General, Administrative, and Programmatic terms and conditions, which include reporting requirements such as filing an interim (annual) Federal Financial Report (FFR), annual MBE/WBE Reporting, and progress report submission. [EPA's General Terms and Conditions](#) are applicable to all EPA awards, and additional terms and conditions for Community Grants awards will be specified in individual award agreements. Recipients should regularly review grant award terms and conditions throughout the life of the project to ensure that the organization remains in compliance with all requirements and must inform EPA if problems arise that jeopardize the completion of the project. EPA Regional Offices perform construction monitoring and oversight.
- Recipients' personnel payroll and records system must be capable of providing reports on the activities of each employee who works directly on a grant. Charges to federal awards for salaries and wages must be based on records that accurately reflect the work performed. Activity reports are typically signed by the individual employee and/or by a responsible supervisory official having first-hand knowledge of the activities performed by an employee. The supervisor should be able to certify that the distribution of activity represents a reasonable estimate of the actual work performed by the employee during the periods

covered by the reports. [2 CFR 200.430](#) provides additional information on Standards for Documentation of Personnel Expenses.

- Recipients should contact the EPA Project Officer should any changes to the grant agreement (e.g., workplan, milestone schedule, budget) become necessary for the project to succeed, as soon as possible to discuss the changes. In accordance with [2 CFR 200.308](#), most changes must be approved by EPA and may require a formal amendment to the assistance agreement.
- EPA conducts administrative monitoring, including reviewing recipient invoices/payment requests and programmatic reports, and can request access to all records and conduct grant audits. EPA can disallow costs and take enforcement actions if the recipient fails to remain in compliance.

### **Closeout Phase**

Closeout refers to the process EPA uses to determine that a recipient has completed all the required workplan activities under a grant and confirm that all applicable financial and administrative requirements as described in [2 CFR 200.344](#) have been met.

- Recipients must submit the final progress report according to the terms and conditions listed in the grant agreement and should demonstrate satisfactory completion of all workplan tasks and activities.
- Recipients prepare and submit several reports as part of the grant closeout process. [EPA's Frequently Asked Questions about Closeouts](#) provides information about closeout requirements, procedures, records retention, and associated regulations. EPA provides more information for recipients via the [online course on closing out grants](#).

### **Regulations and Requirements**

Recipients are responsible for compliance with many statutes, regulations, and requirements including but not limited to [EPA's general regulations](#). In addition, each grant agreement will specify terms and conditions that establish a legally binding agreement between EPA and the recipient including but not limited to [EPA's General Terms and Conditions](#). Details and information related to several requirements that are of particular importance for recipient compliance prior to receiving grant awards are discussed below. Additional information and resources on these requirements, including recipient responsibilities for compliance, can be found in [Appendix F](#). EPA will review documentation from recipients to assess eligibility of costs incurred in accordance with EPA's General Principles for Cost Allowability, as described in [EPA's Interim General Budget Development Guidance](#).

### **Environmental Review**

NEPA and other relevant applicable statutes and Executive Orders, such as the Endangered Species Act (ESA), apply to Community Grants projects authorized by the Annual Appropriations Acts. The applicable NEPA regulations are the Council of Environmental

Quality's (CEQ) implementing regulations at [40 CFR Parts 1500-1508](#) and EPA's NEPA regulations at [40 CFR Part 6](#). In accordance with EPA's NEPA regulations, EPA must complete the NEPA process before issuing a grant award for construction activities.

NEPA and other cross-cutting Federal requirements that apply to the project (i.e., the approval and/or funding of work beyond the conceptual design point) cannot be delegated. Although EPA may fund the recipient's development of an Environmental Information Document (EID) or other analysis for cross cutting authorities or executive orders in order to provide supporting information, EPA has the legal obligation to make the NEPA related decision, to issue the NEPA documents, to sign NEPA determinations, and to fulfill other cross-cutting Federal requirements before approving or paying for design and/or construction. Therefore, EPA grant funds cannot be used to prepare a federal document, such as an Environmental Assessment (EA) or Environmental Impact Statement (EIS).

When both EPA and another Federal agency are funding the same project, the agencies may negotiate an agreement for one to be the lead agency for performing grant oversight and management activities, including those related to NEPA and other cross-cutting Federal requirements. The lead agency can be the one that is providing the most funds for the project, or the agency that provided the initial funds for the project. The CEQ NEPA regulations at [40 CFR 1501.7\(c\)](#) provide the factors listed in order of descending importance to determine the lead agency designation. If an EIS is required on a joint or related Federal action, EPA may serve as a co-lead or request to be a cooperating agency. In addition, EPA may adopt another Federal agency's EIS or EA. Note EPA may adopt another Federal agency's EA and use it as a basis for its Finding of No Significant Impact (FONSI), provided EPA has independently reviewed the EA and agrees with the analysis and circulates the FONSI and attached EA for the requisite 30-day comment period.

Recipients with CWSRF or DWSRF co-funded projects for which a State Environmental Review Process (SERP) has been completed can submit the completed state analysis for EPA review. EPA will review the SERP document and will incorporate by reference any pertinent part of that document into EPA's environmental document. EPA will request additional information from the recipient if necessary for EPA to conduct its own environmental analysis.

Each federal agency has its own regulations pertaining to the NEPA environmental review process. Recipients with projects that have undergone an environmental review by another federal agency may submit documents pertaining to another federal agency's analysis for EPA review. EPA will independently review these documents to determine if the proposed actions is substantially the same and if it meets the standards of an adequate EIS, EA, or Categorical Exclusion (CATEX) determination. If so, EPA may adopt the federal EIS, EA, or CATEX determination, pursuant to [40 CFR 1506.3](#). If EPA is unable to adopt the federal EIS, EA, or CATEX determination, EPA will conduct its own environmental review and incorporate by reference any pertinent part of the agency's environmental document. EPA will request additional information from the recipient if necessary for EPA to conduct its own environmental review. See [Appendix F](#) for additional information on CATEX and EID development.

For design and construction projects for which another federal agency has not completed a NEPA review and projects that CWSRF or DWSRF do not co-fund and/or have not undergone a SERP, recipients will need to determine whether to request a CATEX from EPA or to prepare and submit an EID in order to proceed with a NEPA review.

### **Procurement**

In general, all procurement transactions for professional engineering services and construction contractors must be conducted in a manner that includes and promotes fair and open competition from an adequate number of qualified sources. [2 CFR 200.320](#) details the specific methods of procurement to be followed and the circumstances under which each method can be used. Recipients and subrecipients must have and use documented procurement procedures, consistent with State, local or tribal laws and regulation as well as Federal laws and regulations in accordance with the Procurement Standards contained in [2 CFR 200.317 – 2 CFR 200.327](#).

In accordance with [2 CFR 200.325](#), recipients must provide EPA with technical specifications on proposed procurements when requested by EPA, including when pre-award costs are being considered for eligibility. In addition, upon request by EPA's Grants Management Office (GMO) under [2 CFR 200.325](#) or [2 CFR 200.337](#), grantees must provide procurement documents to EPA for pre-procurement review when EPA is concerned that the grantee's procurement procedures or practices do not comply with federal procurement requirements, including but not limited to procurements that do not comply with competition requirements. As provided in [2 CFR 200.332\(d\)](#) and the terms of conditions of their EPA award, pass-through entities are responsible for monitoring subrecipient compliance with procurement requirements in 2 CFR Parts [200](#) and [1500](#). EPA's GMO may also request that pass-through entities provide EPA with information regarding subrecipient compliance with these requirements.

### **Selection of Architects and Engineers (projects inclusive of CWSRF-eligible activities)**

Projects consisting of CWSRF-eligible activities, irrespective of whether such projects are co-funded with CWSRF funding, must comply with the procurement processes for architectural and engineering (A/E) services as identified in [40 U.S.C. 1101 et seq.](#), or an equivalent State requirement. Where equivalent State requirements are complied with, the source of the requirement (e.g., existing State legislation or regulation, etc.) must be stated, and the Governor of the State must provide a certification to accompany the grant application that the State's A/E procurement requirements are equivalent to [40 U.S.C. 1101 et seq.](#) In lieu of a certification from the Governor, the Attorney General's certification submitted with each grant application may include the A/E certification.

### **EPA's Disadvantaged Business Enterprise (DBE) Program**

EPA's [DBE Program](#) applies to all EPA Assistance Agreements and requires recipients who procure goods and/or services to: employ the good faith efforts, document their efforts, and maintain DBE forms and other documentation from the prime contractor. EPA grant recipients and subrecipients are required to seek and encouraged to utilize disadvantaged business enterprises (DBEs) for their procurement needs under grant agreements. Recipients and subrecipients must ensure that their contracts contain the following term and condition:

“The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of [40 CFR Part 33](#) in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in termination of this contract or other legally available remedies.”

Other DBE requirements are identified in [40 CFR Part 33](#).

### **Davis Bacon Act (DBA)**

The [DBA](#) requires that all contractors and subcontractors performing construction, alteration, and repair (including painting and decorating) work under federal contracts in excess of \$2,000, pay their laborers and mechanics not less than the prevailing wage and fringe benefits for the geographic location. DBA requirements may be extended to federal financial assistance programs by the terms of other statutes (referred to as Davis Bacon and Related Acts (DBRA)) establishing or funding the programs. The [FY 2022 Appropriations Act](#) provides that those federal requirements that would apply to a CWSRF or DWSRF project grant recipient shall also apply to a grantee receiving a Community Grant, and the FY 2023 Appropriations Act directs the Agency to follow the guidance in the joint explanatory statement accompanying the FY 2022 Appropriations Act (see [Appendix A](#)). Consequently, the FY 2023 Appropriations Act extends DBRA provisions applicable to state revolving fund projects to the Community Grants. [Clean Water Act \(CWA\) Sec. 513](#) applies DBA requirements to projects for treatment works. DBA requirements apply to all laborers and mechanics employed by contractors and subcontractors with job duties that are physical and manual in nature including: laborers and mechanics, watchmen or guards (under certain conditions), and working foremen (under certain conditions). The term laborer or mechanic does not include workers whose duties are primarily administrative, executive, or clerical, rather than manual. Requirements only apply to construction at the “site of the work,” which has generally been defined as the physical place where the construction occurs. Work conducted off-site is generally not covered. EPA’s [Interim Davis-Bacon Act Guidance](#) provides additional information on requirements and compliance.

### **Build America, Buy America (BABA)**

BABA states that: “[N]one of the funds made available for a Federal financial assistance program for infrastructure...may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” Project means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States. This law applies to all Federal financial assistance as defined in section [2 CFR 200.1](#), whether funded through the Infrastructure Investment and Jobs Act (IIJA) or not. New awards made on or after May 14, 2022, must comply with BABA requirements. EPA provides [information and guidance](#) on BABA compliance, implementation, and any applicable waivers. Recipients are required to ensure that procurement plans comply with BABA requirements prior to grants being awarded.

## **American Iron and Steel (AIS)**

The AIS provision requires recipients to use iron and steel products that are produced in the United States for the construction, alteration, maintenance, or repair of a public water system or treatment works. Compliance with AIS requirements for iron and steel products will satisfy a subset of BABA requirements (e.g., those pertaining to iron and steel); however, BABA also includes requirements pertaining to manufactured goods and construction materials, which must also be met. Projects in compliance with BABA are in compliance with AIS. EPA provides [information and guidance](#) on AIS compliance and implementation, any applicable waivers, as well as a step-by-step process for requesting waivers and the circumstances under which waivers may be granted.

## **Federal Cross-cutting Requirements/Other Applicable Federal Laws**

Recipients must comply with Federal cross-cutting requirements as well as other applicable Federal laws. These requirements may include but are not limited to –

- **Environmental Authorities:** Archeological and Historic Preservation Act, Pub. L. 93-291, as amended; Clean Air Act, Pub. L. 95-95, as amended; Clean Water Act, Titles III, IV and V, Pub. L. 92-500, as amended; Coastal Barrier Resources Act, Pub. L. 97-348; Coastal Zone Management Act, Pub. L. 92-583, as amended; Endangered Species Act, Pub. L. 93-205, as amended; Environmental Justice, Executive Order 12898; Flood Plain Management, Executive Order 11988, as amended by Executive Order 12148; Protection of Wetlands, Executive Order 11990, as amended by Executive Order 12608; Farmland Protection Policy Act, Pub. L. 97-98; Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended; Magnuson-Stevens Fishery Conservation and Management Act, Pub. L. 94-265; National Environmental Policy Act, Pub. L. 91-190; National Historic Preservation Act, Pub. L. 89-655, as amended; Safe Drinking Water Act, Pub. L. 93-523, as amended; Wild and Scenic Rivers Act, Pub. L. 90-54, as amended;
- **Economic and Miscellaneous Authorities:** OSHA Worker Health and Safety Standards; Contract Work Hours and Safety Standards Act, Pub. L. 91-54; Debarment and Suspension, Executive Order 12549; Demonstration Cities and Metropolitan Development Act, Pub. L. 89-754, as amended, and Executive Order 12372; Drug-Free Workplace Act, Pub. L. 100-690; Copeland “Anti-kickback” Act, Pub. L. 73-324; Government Neutrality Toward Contractor's Labor Relations, Executive Order 13202, as amended by Executive Order 13208; New Restrictions on Lobbying, Section 319 of Pub. L. 101-121; Prohibitions relating to violations of the Clean Water Act or Clean Air Act with respect to Federal contracts, grants, or loans under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, and Executive Order 11738; Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended;
- **Civil Rights, Nondiscrimination, Equal Employment Opportunity Authorities:** Age Discrimination Act, Pub. L. 94-135; Equal Employment Opportunity, Executive

Order 11246; Section 13 of the Clean Water Act, Pub. L. 92-500; Section 504 of the Rehabilitation Act, Pub. L. 93-112, supplemented by Executive Orders 11914 and 11250; Title VI of the Civil Rights Act, Pub. L. 88-352;

- Under Title VI of the Civil Rights Act, EPA has a responsibility to ensure that federal funds are not being used to subsidize discrimination based on race, color, or national origin. This prohibition against discrimination under Title VI has been a statutory mandate since 1964, and EPA has had Title VI regulations since 1973. EPA's nondiscrimination regulations prohibit recipients of EPA financial assistance from taking actions in their programs or activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.
- **Disadvantaged Business Enterprise Authorities:** EPA's FY 1993 Appropriations Act, Pub. L. 102-389; Section 129 of the Small Business Administration Reauthorization and Amendment Act, Pub. L. 100-590; Small, Minority and Women Owned Business Enterprises, Executive Orders 11625, 12138, and 12432.

## Regional Contacts

For general questions about the Community Grants Program, or for project specific questions that require the assistance of an EPA Regional Office, contact the [EPA Regional Contact](#).

May 9, 2023

Mr. Clarence Coble  
TOWN OF PESHTIGO  
W2435 Old Peshtigo Road  
Marinette, WI 54143

RE: Proposal for Groundwater Sampling / Reporting Services – Two Closed Peshtigo Landfills  
WDNR License Nos. 0432 and 0433

Dear Mr. Coble:

Robert E. Lee & Associates, Inc. (REL) is pleased to provide this proposal to the Town of Peshtigo (the Town) to complete groundwater monitoring and reporting services at two closed Town of Peshtigo landfills (the Landfills). The landfills include the Heath Lane Site (License #432) and the Kozuzek Road Landfill (License #433).

This proposal covers sampling and WDNR reporting costs for the June and December 2023 sampling events.

## BACKGROUND

REL's summary of the sampling parameters and activities required at each landfill to remain in compliance with the Wisconsin Administrative Code Chapter NR 507 and the Monitoring Plan requirements is as follows:

### Town of Peshtigo Heath Lane Landfill Site - License #432

Five monitoring points (4 water table wells and 1 piezometer). The wells are sampled semi-annually (June and December) for the following parameters:

- |                |               |            |                        |
|----------------|---------------|------------|------------------------|
| - GW Elevation | - Temperature | - Hardness | - Odor                 |
| - Alkalinity   | - Color       | - Iron     | - Turbidity            |
| - Chloride     | - pH          | - COD      | - Specific Conductance |

### Town of Peshtigo Kozuzek Road Landfill Site - License #433

Five monitoring points (four water table wells and one piezometer). The wells are sampled semi-annually (June and December) for the following parameters:

- |                |               |        |                        |
|----------------|---------------|--------|------------------------|
| - GW Elevation | - Temperature | - Odor | - Specific Conductance |
| - Color        | - Turbidity   | - pH   |                        |

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Mr. Clarence Coble  
TOWN OF PESHTIGO

RE: Proposal for Groundwater Sampling / Reporting Services - Two Closed Peshtigo Landfills

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Additional details are provided as follows:

### SCOPE OF WORK

The scope of work includes typical tasks completed at the Landfill site related to required monitoring, data reporting, and inspections.

- Meet with WDNR, as needed.
- Conduct two semi-annual monitoring events in June and December 2023 at each landfill and submit groundwater samples for lab analysis for required sampling per WDNR.
- Prepare and submit monitoring data to the WDNR to upload the data collected to the WDNR's Groundwater and Environmental Monitoring System (GEMS) following monitoring events.

### PROJECT FEES

REL proposes to perform the June and December 2023 semi-annual sampling events at the Heath Lane Landfill and Kozuzek Road Landfill Sites, as we currently understand the requirements for a **lump sum of \$4,000** that includes sampling, lab fees, equipment and WDNR submittal. If the enclosed contract is acceptable, we ask that a copy be signed and returned to our office, as authorization to proceed with the services described.

Please feel free to contact us with any questions, (920) 662-9641.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.



Cody M. Applekamp, P.G.  
Geologist

CMA/BDM/NJM

ENC.



Bruce D. Meissner, P.G.  
Environmental Compliance Manager

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## AGREEMENT FOR ENGINEERING SERVICES

DATE: May 9, 2023

CLIENTS: Mr. Clarence Coble  
TOWN OF PESHTIGO  
W2435 Old Peshtigo Rd  
Marinette, WI 54143

Robert E. Lee & Associates, Inc., is hereby authorized to proceed with the scope of services subject to the Standard Terms and Conditions, both of which are attached:

*Proposal for Groundwater Sampling and Reporting Services at Two Closed Town of Peshtigo Landfills, License Nos. 0432 and 0433 for June and December 2023 sampling events.*

**Lump Sum Contract \$4,000.00**

Compensation for the services described in the attached proposal will be on the basis of a lump sum contract to be billed after each semi-annual sampling event. Please note that we issue monthly progress billings for the work performed during that month. Payment is expected within 30 days after the invoice date.

If acceptable, please sign in the space provided and return one complete copy for our files.

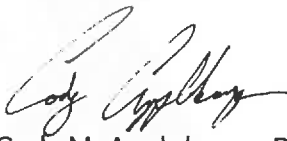
If there are any questions, please call our office.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.

  
Bruce D. Meissner, P.G.  
Environmental Compliance Manager

BDM/CMA/NJM

  
Cody M. Applekamp, P.G.  
Geologist

**ACCEPTED FOR TOWN OF PESHTIGO**

Signature

Date

Print Name

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# **ROBERT E. LEE & ASSOCIATES, INC.**

## **STANDARD TERMS AND CONDITIONS**

### **I. SCOPE**

Robert E. Lee & Associates, Inc. agrees to perform the engineering, surveying, and/or environmental services described in the proposal or agreement in which these standard terms and conditions are referenced and to which they are attached. Unless modified in writing by the parties thereto, duties of Robert E. Lee & Associates, Inc. shall not be construed to exceed those services specifically set forth in the proposal or agreement to which these standard terms and conditions are attached.

### **II. COMPENSATION**

Client agrees to pay for the services provided in accordance with the compensation provisions described in the proposal or agreement to which these standard terms and conditions are attached. Payment to Robert E. Lee & Associates, Inc. will be made within 30 days after the date of billing. For all amounts unpaid after 30 days from the invoice date, the client agrees to pay Robert E. Lee & Associates, Inc. a finance charge of 1-1/2% per month.

For time and expense compensation, charges will consist of salary-related costs and nonsalary costs. Salary-related charges include, but are not limited to, the following:

1. Salaries paid employees for time spent working directly on the subject project.
2. Costs of employee fringe benefits attributable to the employee's time spent working directly on the subject project.
3. General and administrative overhead charges distributed on the basis of employee time spent working directly on the subject project.

Nonsalary costs cover items directly related to the project, other than those covered by salary-related costs. Such nonsalary costs shall be computed on the basis of actual purchase price for items and services obtained from commercial sources and outside consultants. Cost of items and services provided directly by Robert E. Lee & Associates, Inc. shall be in accordance with rate schedules based on normal charges of commercial sources. Nonsalary items and services include, but are not limited to, the following:

1. Services directly applicable to the project such as special legal and accounting expenses, computer rental and programming costs, special consultants, borings, environmental analyses, commercial printing and binding, and similar services that are not applicable to general overhead.
2. Identifiable reproduction services applicable to the project such as printing of drawings, photostating, multilithing, printing, and similar services.
3. Identifiable communication services such as long-distance telephone, telegraph, cable, express services, and postage other than for general correspondence.

4. Living and traveling expenses of employees when away from home office on business connected with the project.

5. Subcontracted services.

### **III. RESPONSIBILITY**

Robert E. Lee & Associates, Inc. is employed to render a professional service only, and any payments made by the client are compensation solely for such services rendered and recommendations made in carrying out the work. Robert E. Lee & Associates, Inc. shall follow the practice of the civil engineering, surveying, and/or environmental services professions to make findings, opinions, factual presentations, and professional advice and recommendations.

In performing construction management services, Robert E. Lee & Associates, Inc. review of work prepared or performed by other individuals or firms employed by the client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

It is understood that any resident engineering or construction observation provided by Robert E. Lee & Associates, Inc. is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or insurance with respect to the performance of a contractor. Robert E. Lee & Associates, Inc. does not assume responsibility for methods or appliances used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.

It is understood and agreed by both parties that Engineer, in performing professional services for Owner with respect to hazardous substances, will make recommendations to Owner with respect thereto, but does not have the authority or responsibility to decide where disposal or treatment takes place, nor to designate how or by whom the hazardous substances are to be transported for disposal or treatment.

### **IV. INSURANCE AND LIMITS OF LIABILITY**

Robert E. Lee & Associates, Inc. shall maintain during the life of the Agreement, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement. The client agrees to limit the liability of Robert E. Lee & Associates, Inc. to the extent of Robert E. Lee & Associates, Inc. insurance or as otherwise stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability. The combined single limit of liability for bodily injury and property damage shall be \$1,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and

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hired cars. The combined single limit of liability for bodily injury and property damage shall be \$600,000.

3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of Robert E. Lee & Associates, Inc. The limit of liability shall be \$50,000.

#### **V. SUSPENSION OF WORK**

The client may suspend, in writing, all or a portion of the work under the Agreement in the event unforeseen circumstances beyond the control of the client make normal progress in the performance of the work impossible. Robert E. Lee & Associates, Inc. may request that the work be suspended by notifying the client, in writing, of circumstances which are interfering with normal progress of the work. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project.

#### **VI. TERMINATION OF WORK**

Either party may terminate work in the event the other party fails to perform in accordance with the provisions of the Agreement. Termination of the Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, Robert E. Lee & Associates, Inc. shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the terminated portion of the project prior to the effective date of termination.

Robert E. Lee & Associates, Inc. shall be compensated for the terminated portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

#### **VII. ASSIGNMENT**

These terms and conditions and the Agreement to which they are attached are binding on the heirs, successors, and assigns of the parties hereto. The Agreement is not to be assigned by either the client or Robert E. Lee & Associates, Inc. without the prior written consent of the other.

#### **VIII. INTEGRATION**

These terms and conditions and the Agreement to which they are attached represent the entire understanding of the client and Robert E. Lee & Associates, Inc. as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. The Agreement may not be modified or altered except in writing signed by both parties.

#### **IX. JURISDICTION**

This Agreement shall be administered and interpreted under the laws of the state of Wisconsin. Jurisdiction of litigation arising from the Agreement shall be in the state of Wisconsin. If any part of the Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

#### **X. DISPUTE RESOLUTION**

In an effort to resolve any conflicts that arise during the design or construction of the project following the completion of the project, the Client and the Engineer agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Client shall make no claim for professional negligence, either directly or in a third party claim, against the Engineer unless the Client has first provided the Engineer with a written certification executed by an independent engineer currently practicing in the same discipline as the Engineer and licensed in the state of Wisconsin. This certification shall: a) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of an Engineer performing professional services under similar circumstances; and b) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to the Engineer not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any mediation or judicial proceeding.

In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.

All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after two (2) years have passed from the date of completion of construction phase services, unless the Engineer's services shall be terminated earlier, in which case the date of termination of this Agreement shall be used.

June 2006

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May 16, 2023

SAMPLE LETTER TO BE SENT TO Senator Wimberger, Representative Behnke & Governor Evers

RE: Shared Revenue Proposal

Dear INSERT NAME:

I am writing on behalf of Town of Peshtigo Board in support of the Shared Revenue Proposal which is slated to provide increased aids to municipalities. In 2022 our town board was tasked with making \$100,000 in budgetary cuts and this year is proving to likely be no different. Our Town is faced with deteriorating roads, the need for competitive wages to recruit and retain quality employees, overall rising costs that impact building and equipment maintenance and the list goes on and on.

Town of Peshtigo currently receives Municipal Aid that equates \$21.43 per capita. With the current proposed legislation that aid would increase to \$45.71 per capita. Enclosed you will find a copy of "Town Tidbits" from the February 2023 edition of *Wisconsin Towns Association* magazine that portray the steadily growing gap between Consumer Price Index (CPI) and County and Municipal Aid (CMA) as well as the current CMA per capita. Town of Peshtigo is most definitely on the low end of aid received.

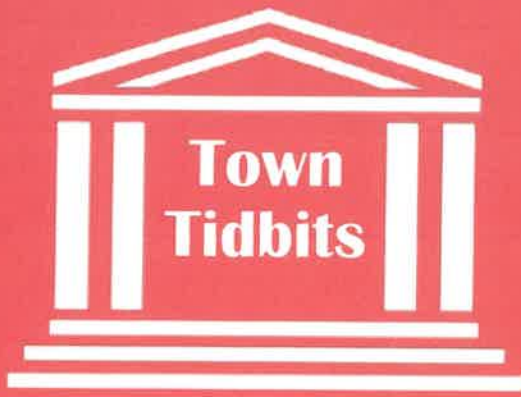
As there will likely be a push to send funding to communities that grow Wisconsin's economy I would like to share a glimpse of what our Town has to offer. Recreational and nature enthusiasts are attracted to our parks and walking trails, boat landings allowing access to the Bay of Green Bay, DNR nature area and aviary viewing platform. Anyone who travels to northeast Wisconsin is likely to frequent one of Wisconsin's most unique gift shops, Sequin's House of Cheese and what goes better with cheese but wine from our very own Forgotten Fire Winery with a story to share of the historic 1871 fire that raged through our surrounding area.

We, the Town of Peshtigo board, respectfully ask for your support of the proposed legislation which will be a step in the right direction in reducing the disparity between CMA and CPI allowing our Town to continue to prosper for those who work, play and live here.

With appreciation,

Jennifer Friday  
Town of Peshtigo Chairperson  
W2435 Old Peshtigo Road  
Marinette WI 54143  
topchair@townofpeshtigo.org  
715-316-1698

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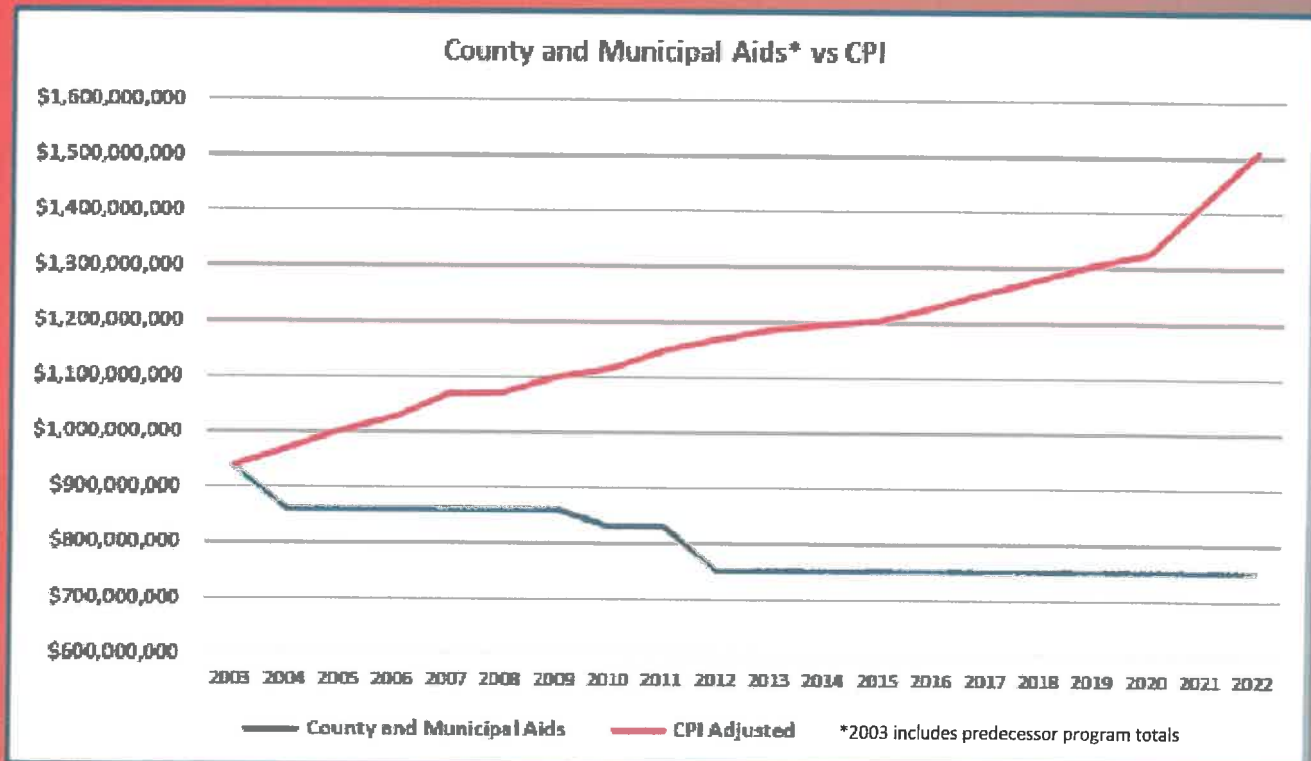


## Wisconsin's Broken Shared Revenue

**In 1911, 90% of state revenue was directed to local governments**

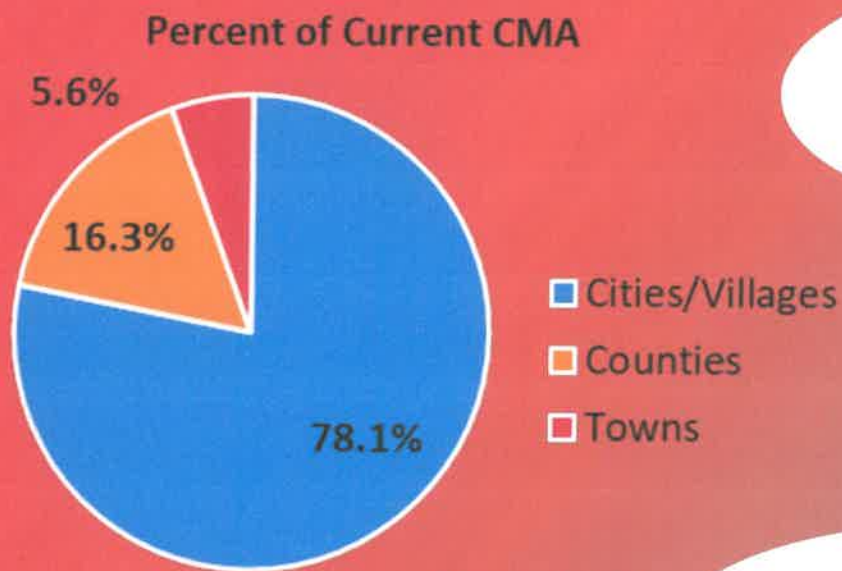
**Today, less than 10% of state revenue is directed to local governments**

**Since 2003, if county and municipal aids had kept up with inflation it would be funded with \$1.5 billion, 100.7% more than is available today**





## Wisconsin's Broken Shared Revenue



Towns only receive 5.6% of county and municipal aids



Similar communities receive varying amounts of aid