

FOCUS ON FUNDING FOR WATER & WASTEWATER SYSTEMS



September 19, 2023

Speakers

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Zoom Housekeeping

Type your questions into the **“Chat”** feature



“Raise Hand” and your microphone will be unmuted by moderator when called on

Phone Commands

For those joining by phone, the following commands can be entered using your phone's dial pad:

Press *6 - Toggle mute/unmute

Press *9 - Raise hand





Clean Water Fund Program & Safe Drinking Water Loan Program

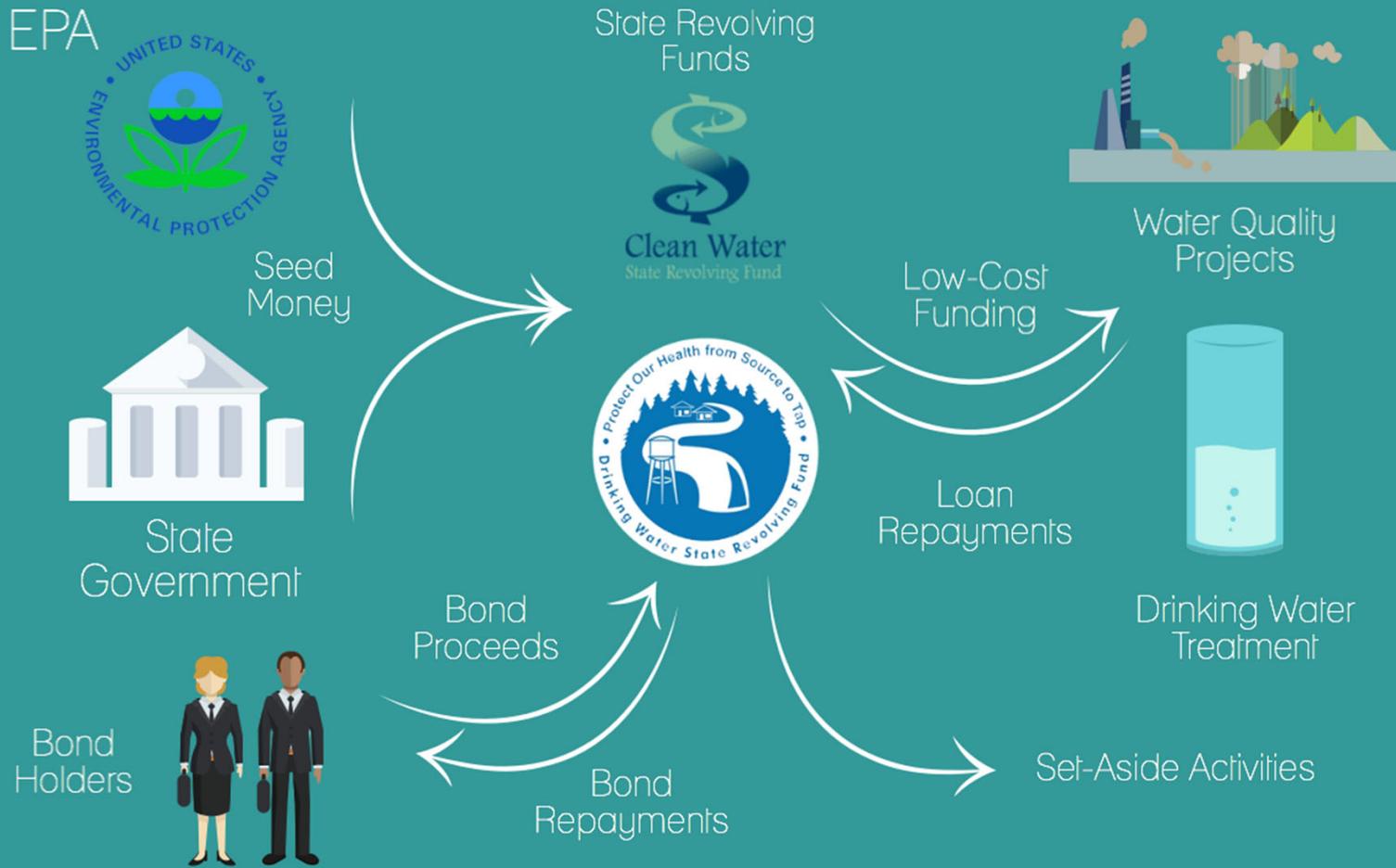
Kay Christensen, Environmental Loans Outreach Coordinator

Lisa Creegan, Bipartisan Infrastructure Law Funding Wastewater Specialist

September 19, 2023

WISCONSIN DEPARTMENT OF NATURAL RESOURCES | [DNR.WI.GOV](https://dnr.wi.gov)

Wisconsin Environmental Improvement Fund (EIF)



Environmental Loans Program Overview

Wisconsin Environmental Improvement Fund (EIF) includes:



Clean Water Fund Program (CWFP)

- Wastewater and water-quality-related storm water infrastructure projects



Safe Drinking Water Loan Program (SDWLP)

- Drinking water infrastructure projects

Visit us at dnr.wi.gov/Aid/EIF.html

Clean Water Fund Program & Safe Drinking Water Loan Program

Who may apply?

- Municipalities and local units of government

Funding

- reduced-interest rate loans
- principal forgiveness (PF)
- interim financing
- combination of funding sources



Clean Water Fund Program & Safe Drinking Water Loan Program

How may the funds be used?

- Planning, design, and construction of eligible projects

Eligible projects

- Projects must be for capital improvements
- Projects that protect and improve public health and water quality
- Projects to comply with WPDES permits



Clean Water Fund Program & Safe Drinking Water Loan Program

Subsidized loans

- Program subsidy buys down the market rate on loans
- Subsidized interest rates – updated quarterly
 - Loans at 0%, 33%, or 55% of the market rate



PROJECT TYPE	% of MARKET RATE	≤ 20 YR TERM	21-30 YR TERM
CWFP and SDWLP For eligible projects of municipalities not meeting the financial need criteria.	55%	2.145%	2.255%
CWFP and SDWLP For eligible projects of disadvantaged municipalities meeting the following financial need criteria: <ul style="list-style-type: none"> • < 10,000 population; and • ≤ 80% of Wisconsin's Median Household Income (MHI). 	33%	1.287%	1.353%
CWFP For eligible projects of extremely disadvantaged municipalities meeting the following financial need criteria: <ul style="list-style-type: none"> • < 1,000 population; and • ≤ 65% of Wisconsin's MHI. 	0%	0%	0%
CWFP For the portion of eligible projects for receiving and storing septage and capacity for treating septage, and non-traditional pilot projects, e.g., water quality trading.	0%	0%	0%
MARKET RATE (effective 07/01/2023)	100%	3.900%	4.100%

Clean Water Fund Program & Safe Drinking Water Loan Program

Subsidized loans

- Fixed interest rates
- 20 to 30-year loan terms (based on design life of the project)
- Funds can be disbursed twice a month



Clean Water Fund Program & Safe Drinking Water Loan Program

Additional subsidy

- Portions of loans may be awarded as Principal Forgiveness (PF) for eligible applicants.
- Like grant funding – no repayment



Clean Water Fund Program & Safe Drinking Water Loan Program

Capped amount of PF

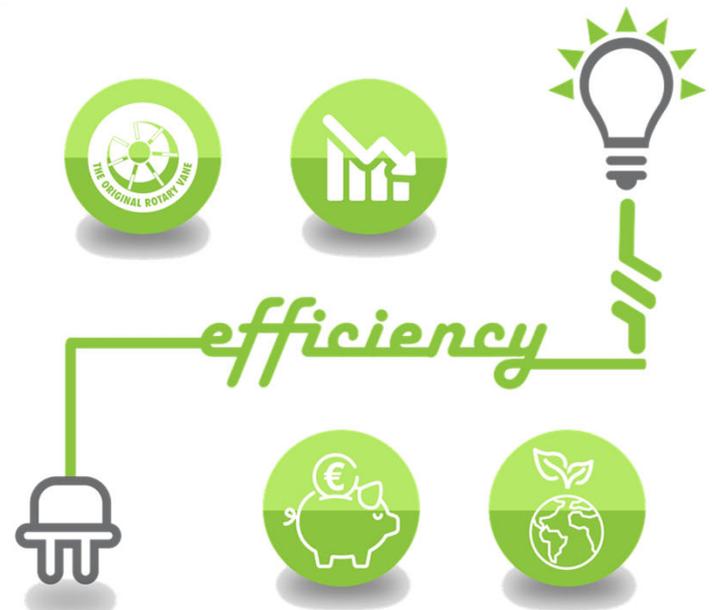
- CWFP General PF cap is \$2,100,000 per municipality, per SFY.
- SDWLP PF cap is \$1,600,000 per municipality, per SFY.
- No municipality can receive principal forgiveness for more than 70% of total eligible project costs.



Clean Water Fund Program

Energy Efficiency Priority Principal Forgiveness

- **1 to 1 match** of Focus on Energy incentive funds
 - Up to \$50,000 per project
- Applicants are not required to qualify under the affordability criteria



Clean Water Fund Program & Safe Drinking Water Loan Program

Why Energy Efficiency?

Federal Green Project Reserve (GPR) Requirements

- Energy Efficiency projects are defined as those projects that make use of improved technologies and practices to reduce the energy consumption, use energy in a more efficient way, and/or produce/utilize renewable energy.

Clean Water Fund Program

Partnership with FOCUS ON ENERGY®

Encourage energy-efficient improvements

- Water and wastewater infrastructure projects

Provide funding incentives for energy efficiency

- Grants, loans, and other funding types/sources



Partnership of FOCUS ON ENERGY® and Clean Water Fund Program

SF Year	Municipality	Energy Efficiency PF	FoE Rebate
2023	City of Racine	\$50,000*	\$77,097
2023	City of Juneau	\$19,663	\$19,663
2022	Village of Marathon City	\$4,342	\$4,342
2022	City of Beloit	\$50,000*	\$59,320
2021	Village of Egg Harbor	\$3,606	\$3,606
2021	Village of Pulaski	\$7,350	\$7,350

Common Energy-Efficient Components:

- blower and pump upgrades
- improvements to aeration systems
- UV disinfection systems and upgrades



Program Manager Approval	
Application ID:	174751
Incentive Amount:	\$14,508.56
Total Project Cost:	\$76,000.00
Approved Date:	3/15/2023

INCENTIVE AGREEMENT

Customer Profile	
Customer Name:	XXXXXXXXXXXXXXXXXXXX
Tax ID:	XXXXXXXXXX
Tax Classification:	Other
Building Type:	Waste Water Treatment
Program:	Schools & Government
Primary Contact:	XXXXXXXXXX
Contact Address:	XXXXXXXXXX
Contact Phone:	XXXXXXXXXXXX
Contact Fax:	
Contact Email:	XXXXXXXXXXXXXXXXXXXX

Certification
 The following certifications are required in order for this form to substitute for the IRS Form W-9. Under penalties of perjury, I certify that:
 1. The number shown on this form is the correct taxpayer identification number (or I am waiting for a new number to be issued to me) and
 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) The IRS has notified me that I am no longer subject to backup withholding, and
 3. I am a U.S. citizen or other U.S. person (including a U.S. resident alien)

Project Profile									
Site Address	Recommendations	Payment Information				Estimated System Savings			
	Measure Name, Measure ID	Payee	Tax ID	Tax Class	Payment Address	Peak Summer Demand (kW)	Annual Electric (kWh)	Annual Gas (Therms)	\$ Annual Savings
NS204 County Rd W Juneau, WI 53039-9442	Project Planning Bonus, S&G, 181255	City of Juneau - 9960	39-6005476	Other	100 Lincoln Dr Juneau, WI 53039-1251	0.0000	0.0000	0.0000	
NS204 County Rd W Juneau, WI 53039-9442	Aeration, Not Otherwise Specified, 18125Q	City of Juneau - 9960	39-6005476	Other	100 Lincoln Dr Juneau, WI 53039-1251	25.8700	212,052.0000		\$20,610.88
<-----Total----->						25.8700	212,052.0000	0.0000	\$20,610.88

*Peak demand savings are determined through examining reductions during weekdays in June, July, or August. Please provide descriptions of all variables used in these formulas.
 I, the undersigned customer or authorized representative of customer, agrees that customer expects to implement the renewable or energy efficiency measure(s) listed above. Customer understands that incentive amounts are determined from the customer specific data identified on this Incentive Agreement and that incentives for similar measures may vary from customer to customer based on specific cost and savings. Furthermore, Customer understands that execution of this agreement does not guarantee a specific incentive amount.
 Focus on Energy may conduct a pre- and/or post-installation inspection to verify potential savings. Customer agrees to refund to Focus on Energy some or all of the funding received for this project if Focus on Energy determines, at Program Administrator's sole discretion, that Customer has misrepresented any information. Customer has read and agrees to the Incentive Agreement Terms & Conditions below. Any customer receiving an incentive check may be contacted by an evaluator to verify service/equipment installation or be asked to participate in a customer survey. This agreement must be signed and returned by the Incentive Agreement Return Date below. I am aware that the Internal Revenue Service does not require my consent to any provision of this document other than the certifications required to avoid backup withholding.

Customer Signature	Customer Name (Print)	Date
Focus Representative Signature	Focus Representative Name (Print)	Date
Incentive Agreement Return : 5/19/2023	Project Completion Deadline : 9/30/2024	

INCENTIVE AGREEMENT TERMS & CONDITIONS

This Incentive Agreement, which includes these terms, conditions, is by and between Focus on Energy and the applicant ("Customer"), Aptim Government Solutions, LLC is the Program Administrator for Focus on Energy ("Program Administrator") and bound by contract to Statewide Energy Efficiency and Renewable Administration, Inc. ("SEERA"). The Program Administrator, Focus on Energy and the Customer may be individually referred to herein as a "Party" and collectively as the "Parties."

ARTICLE 1: PROJECT TERM AND DESCRIPTION
 The term of this Agreement shall begin on the Approved Date as reflected on the signature page of this Incentive Agreement and shall run continuously through the Project Completion Deadline as shown on the first page of this Agreement, unless extended or terminated pursuant to the Agreement or by mutual agreement of the parties in writing signed by an authorized representative of each party. The energy savings project is described in the Project Profile listed on the first page of this Agreement ("Project"), and shall be implemented in accordance with this Agreement.

ARTICLE 2: PROJECT PAYMENTS
 Focus on Energy shall direct the Focus on Energy Fiscal Agent to make payment in the amount set forth in this Agreement upon Focus on Energy's receipt and acceptance to the Focus on Energy's satisfaction of a Completion Notice and any other required project documentation as defined in Article 4 hereof. Focus on Energy shall be under no obligation to make any payments to the Customer if SEERA does not provide the funds to Focus on Energy for this purpose or if Focus on Energy is not under contract with SEERA for this purpose. Focus on Energy reserves the right to decrease incentive amounts if conditions change from the time of project approval to the time of project implementation. This includes but is not limited to project cost and project scope. Customer is only entitled to one payment per project measure. Should customer or its representative make duplicate application for payment of project measure, Focus on Energy reserves the right to recover any payments made in excess of the entitled project payment. Focus on Energy excludes internal, non-contracted labor for private companies or individuals when calculating the total project cost.

Incentives are available on a first-come, first-served basis. Incentives are subject to change or termination without notice at the discretion of Focus on Energy. Some utilities have incentive programs outside of Focus on Energy for which customers may or may not qualify. Eligibility for these programs is determined solely by the utility, and not by Focus on Energy. Customers should check with their electric and/or natural gas provider concerning such incentives.

ARTICLE 3: MISREPRESENTATION
 Making false statements on any Focus on Energy incentive application is punishable by law. Any person who knowingly files an application containing any materially false information or who purposely and misleadingly conceals information commits a fraudulent act that subjects such person to criminal and civil penalties. Customer hereby agrees and acknowledges that any payments determined, in Focus on Energy's sole discretion, to have been acquired by Customer on the basis of fraudulent or misrepresented information will be fully and immediately returned to Focus on Energy. Should the Customer or any of its representatives apply for and receive duplicate payments, Focus on Energy reserves the right to recover any payment that exceeds the amount that Focus on Energy committed to pay Customer in writing. This section shall not limit other remedies that may be available to Focus on Energy arising from Customer filing a false or fraudulent application.

ARTICLE 4: PROJECT IMPLEMENTATION
 The Customer's procurement, installation and implementation ("Completion") of renewable and/or energy efficiency measures shall be accomplished in accordance with the requirements outlined in the approved Agreement. The Customer shall deliver to Focus on Energy a completion notice by the Project Completion Deadline, which shall include the following: The Customer must provide invoices for equipment purchased or service performed as well as documentation that verifies that the renewable and/or energy efficiency measures, (i) have been properly installed, (ii) are functioning properly and (iii) have the potential to generate energy savings if properly maintained and operated (the "Completion Notice"). All projects are expected to comply with federal, state and local codes. All equipment must be new, used or rebuilt equipment is eligible only when pre-approved by Focus on Energy in writing. Displaced equipment must be removed and not reused. Equipment purchased under a capital lease structure may qualify for an incentive, but must be pre-approved by Focus on Energy in writing before project initiation or entering into the equipment lease.

Should Focus on Energy discover that the project was not implemented as stated in the Completion Notice, the Customer shall be in breach of this Agreement and subject to recovery of any incentive payment made by Focus on Energy. At the discretion of Focus on Energy, the Customer is liable to refund to Focus on Energy incentives received for this project if Focus on Energy determines that the customer has misrepresented information such as, but not limited to, eligibility or project information.

ARTICLE 5: RIGHT TO INSPECT
 Focus on Energy and SEERA shall have the right to inspect any and all project records during the term of this Agreement and for a two-year period thereafter. Focus on Energy, and its designated representatives, shall have the right to observe and inspect all project work in any of the Customer's facilities at any reasonable time for a period of two (2) years from the incentive payment date. The Customer and its subcontractors shall maintain accurate records of the project work (e.g., installation records, invoices, and maintenance information) that is performed hereunder for a period of two (2) years from the date of incentive payment under this Agreement.

ARTICLE 6: MONITORING AND VERIFICATION
 Focus on Energy, and its designated representatives, shall have the right to monitor energy production prior to and after installation of the project or to perform an inspection of the project to evaluate program efficacy for a period of two (2) years from the date of incentive payment under this Agreement.

ARTICLE 7: MANNER OF PERFORMANCE
 The Customer shall perform its responsibilities under this Agreement in an efficient and expeditious manner and in accordance with all of the terms and provisions of this Agreement. The Customer shall strive to receive incentives in a respectful and fair manner. The Customer shall make all reasonable attempts to ensure that all project work, as described in the Agreement, is performed in accordance with current professional standards and with the diligence and skill expected for the performance of such work.

Focus on Energy ("") do not endorse any ability imposed on the recipient as a result of WITH RESPECT TO THE QUALITY, ANCE INSTALLED OR RECEIVED AND ANY IMPLIED WARRANTIES OF- tion of incentivized measures will result in as a result of this project. FOCUS ON OF THE OPERATION OR MALFUNCTION

s of this Incentive Agreement unless a Party nistrator's right to act as a Party

ed on or before the project Completion nitive of each Party.

and participating utilities, their respective ses, costs and liability arising from or in any clubs, but not be limited to: (a) Customer's any applicable law, regulation, rule, court any operation or termination of the id by law, Customer agrees to limit Program shall apply regardless of the cause of action

y solicitation without prior written consent of umstances be subject to Customer Focus on Energy, for its written approval prior ements or promotional material. Focus on 'marketing@focim.com no later than fifteen (5) Customer receives. For purposes of the ame and logs solely for the purpose of

'Focus on Energy or any of its subcontractors y or reliability of any renewable and/or energy way expressed to any third party that Focus on Energy or its subcontractors aware of the technical feasibility, operational capability the Customer is solely responsible for the

I an executed copy of this Agreement to nergy representative does not receive the decline the terms and conditions contained

scored, without regard to any law of conflicts and federal courts sitting in Madison, oved by Arbitration. Suits, claims or actions gule or controversy arising under this

id published circulars, local laws, ordinances, nement. This Agreement has been executed I States. All references to statutes or als or responsibilities hereunder, in whole or red or otherwise disposed by Customer.

erm of this Agreement, that provision shall be read a part of this Agreement. The remaini on or by its severance. Furthermore, in lieu of similar in terms to the illegal, invalid, or

er, waiver thereof. A waiver of any default shall

her agreements, whether oral or written. No on Party. All prior or contemporaneous

Clean Water Fund Program & Safe Drinking Water Loan Program

Deadlines

- **Oct. 31** - CWFP & SDWLP notice of Intent to Apply (ITA) Deadline
Includes Priority Evaluation & Ranking Formula (PERF) section
- **June 30** - SDWLP PF Application Deadline
- **Sept. 30** - CWFP PF Application Deadline
(except for Energy Efficiency Priority PF)

Applications may be submitted anytime during the state fiscal year for projects not seeking Principal Forgiveness (PF).

Clean Water Fund Program & Safe Drinking Water Loan Program

State Fiscal Year (SFY) 2025 Funding Cycle

		Safe Drinking Water Loan Program (SDWLP)	Clean Water Fund Program (CWFP)
2023	July 1	Start of State Fiscal Year 2024 (SFY 24)	
	Oct. 31	SFY 25 notice of Intent to Apply (ITA) deadline	SFY 25 notice of Intent to Apply (ITA) deadline
2024	Jun. 30	SFY 25 Application deadline for Principal Forgiveness projects	
	July 1	Start of State Fiscal Year 2025 (SFY 25)	
	Sep. 30		SFY 25 Application deadline for Principal Forgiveness projects
2025	June 30	SFY 25 Supplemental Application deadline for non-PF projects.	SFY 25 Application deadline for non-PF projects.
	July 1	Start of State Fiscal Year 2026 (SFY 26)	

Continuing Education Credits

Ch. NR 114, 499 and 524 Wis. Adm. Code require an operator to earn continuing education credits to maintain an active certification. These continuing education requirements are designed to help operators keep current on new requirements and technical innovations as well as acquire additional knowledge and skills.

Below is the training calendar, a list of online training opportunities, and information for training providers.



[Operator Training Report \(Form 4400-190\).pdf](#)

Use this form for any relevant training that was not pre-approved by the DNR (such as in-house safety training) or for some online training. Training approved with this form will be added to an operator's Training History Report.

1. Type directly within the PDF form.
2. Save a copy for yourself.
3. Send via email to DNROpCert@Wisconsin.gov. Please do not email a scanned version of the form.
4. The subject line of the email should read "[Training Course Title] – Operator Training Report Form."
5. Attach the proof of attendance to the email (i.e., certificate of completion or a copy of the sign-in sheet).

Stay Informed at dnr.wi.gov/Aid/LoanNews.html

Volume 12, Issue 06 August 2023 Environmental Loans E-Bulletin Newsletter PUB-CF-034 08/2023

E-Bulletin Newsletter

 To provide affordable financial assistance to communities within Wisconsin for water infrastructure projects that protect and improve public health and water quality for current and future generations.  Clean Water State Revolving Fund

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New eBill Feature: Schedule Loan Payment in Advance

In March of 2023, a new electronic payment option for Environmental Improvement Fund (EIF) loan payments went live. The US Bank eBill portal is secure, timely, environmentally friendly, and free. The EIF is continuously working on green options that are also efficient and user friendly for its customers. We are pleased to announce a **New!** feature of eBill:

- customers can now schedule payments ahead of time.

When your EIF November 1 invoice arrives in mid-September, simply log in to the secure eBill website and schedule your debt service payment for the end of October, then you will be set for the next six months. The Wisconsin Department of Administration (DOA) is creating a video tutorial of how to schedule a payment and will provide more information in the next DNR Environmental Loans E-Bulletin.

Email Kay.Christensen@wisconsin.gov to subscribe

CONNECT WITH US

CWFP & SDWLP

dnr.wi.gov/Aid/EIF.html

Wastewater Plan Reviews

dnr.wi.gov/topic/Wastewater/PlanReview.html

Public Water System Plan Reviews

dnr.wi.gov/topic/DrinkingWater/PlanReview.html



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OFF THE RECORD"