

April 12, 2023

Dan Hekrdle, Director of Public Works
Village of Kronenwetter, Wisconsin
1582 Kronenwetter Drive
Kronenwetter, WI 54455

**Re: Written Municipal Advisor Client Disclosure with the Village of Kronenwetter ("Client")
for 2023 Water Rate Study ("Project" Pursuant to MSRB Rule G-42)**

Dear Dan:

As a registered Municipal Advisor, we are required by Municipal Securities Rulemaking Board (MSRB) Rules to provide you with certain written information and disclosures prior to, upon or promptly, after the establishment of a municipal advisory relationship as defined in Securities and Exchange Act Rule 15Ba-1. To establish our engagement as your Municipal Advisor, we must inform you that:

1. When providing advice, we are required to act in a fiduciary capacity, which includes a duty of loyalty and a duty of care. This means we are required to act solely in your best interest.
2. We have an obligation to fully and fairly disclose to you in writing all material actual or potential conflicts of interest that might impair our ability to render unbiased and competent advice to you. We are providing these and other required disclosures in **Appendix A** attached hereto.

As your Municipal Advisor, Ehlers shall provide this advice and service at such fees, as described within **Appendix B** attached hereto.

This documentation and all appendices hereto shall be effective as of its date unless otherwise terminated by either party upon 30 days written notice to the other party.

During the term of our municipal advisory relationship, this writing might be amended or supplemented to reflect any material change or additions.

We look forward to working with you on this Project.

Sincerely,

Ehlers & Associates



Brian Roemer
Municipal Advisor

¹ This document is intended to satisfy the requirements of MSRB Rule G-42(b) and Rule G-42(c).

Appendix A

DISCLOSURE OF CONFLICTS OF INTEREST/OTHER REQUIRED INFORMATION

Actual/Potential Material Conflicts of Interest

Ehlers has no known actual or potential material conflicts of interest that might impair its ability either to render unbiased and competent advice or to fulfill its fiduciary duty to Client.

Other Engagements or Relationships Impairing Ability to Provide Advice

Ehlers is not aware of any other engagement or relationship Ehlers has that might impair Ehlers' ability to either render unbiased and competent advice to or to fulfill its fiduciary duty to Client.

Affiliated Entities

Ehlers offers related services through two affiliates of Ehlers, Bond Trust Service Corporation (BTSC) and Ehlers Investment Partners (EIP). BTSC provides paying agent services while Ehlers Investment Partners (EIP) provides investment related services and bidding agent service. Ehlers and these affiliates do not share fees. If either service is needed in conjunction with an Ehlers municipal advisory engagement, Client will be asked whether or not they wish to retain either affiliate to provide service. If BTSC or EIP are retained to provide service, a separate agreement with that affiliate will be provided for Client's consideration and approval.

Solicitors/Payments Made to Obtain/Retain Client Business

Ehlers does not use solicitors to secure municipal engagements; nor does it make direct or indirect payments to obtain or retain Client business.

Payments from Third Parties

Ehlers does not receive any direct or indirect payments from third parties to enlist Ehlers recommendation to the Client of its services, any municipal securities transaction or any financial product.

Payments/Fee-splitting Arrangements

Ehlers does not share fees with any other parties and any provider of investments or services to the Client. However, within a joint proposal with other professional service providers, Ehlers could be the contracting party or be a subcontractor to the contracting party resulting in a fee splitting arrangement. In such cases, the fee due Ehlers will be identified in a Municipal Advisor writing and no other fees will be paid to Ehlers from any of the other participating professionals in the joint proposal.

Municipal Advisor Registration

Ehlers is registered with the Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB).

Material Legal or Disciplinary Events

Neither Ehlers nor any of its officers or municipal advisors have been involved in any legal or disciplinary events reported on Form MA or MA-I nor are there any other material legal or disciplinary events to be reported. Ehlers' application for permanent registration as a Municipal Advisor with the (SEC) was granted on July 28, 2014 and contained the information prescribed under Section 15B(a)(2) of the Securities and Exchange Act of 1934 and rules thereunder. It did not list any information on legal or disciplinary disclosures.

Client may access Ehlers' most recent Form MA and each most recent Form MA-I by searching the Securities and Exchange Commission's EDGAR system (currently available at <http://www.sec.gov/edgar/searchedgar/companysearch.html>) and searching under either our Company Name (Ehlers & Associates, Inc.) or by using the currently available "Fast Search" function and entering our CIK number (0001604197).

Ehlers has not made any material changes to Form MA or Form MA-I since that date.

Conflicts Arising from Compensation Contingent on the Size or Closing of Any Transaction

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client. Compensation contingent on the size of the transaction presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue for the purpose of increasing the advisor's compensation. Compensation contingent on the closing of the transaction presents a conflict because the advisor may have an incentive to recommend unnecessary financings or recommend financings that are disadvantageous to the client. If the transaction is to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Any form of compensation due a Municipal Advisor will likely present specific conflict of interests with the Client. If a Client is concerned about the conflict arising from Municipal Advisor compensation contingent on size and/or closing of their transaction, Ehlers is willing to discuss and provide another form of Municipal Advisor compensation. The Client must notify Ehlers in writing of this request within 10 days of receipt of this Municipal Advisor writing.

MSRB Contact Information

The website address of the MSRB is www.msrb.org. Posted on the MSRB website is a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the financial regulatory authorities.

Appendix B

Water Utility Rate Study

Scope of Service

Client has requested that Ehlers prepare a user rate study for its water utility, ("Project"). Ehlers proposes and agrees to provide the following scope of services:

Phase I – Information Request, Review, and Long-Range Cash Flow Analysis

- Under this phase we will assess the need for a Conventional Rate Case with the PSC using a long-range cash flow analysis. This analysis will make projections on future operation expenses, future capital funding, and identify future rate increases.
- Prepare a cash flow analysis for the next 10 years including the test year and beyond. The analysis will include:
 - Calculation of the return on net investment rate base (ROI) adequate to finance the appropriate share of debt service, equipment replacement and capital outlay expenses.
 - Benchmarking of key financial metrics that the PSC, rating agencies, and prospective lenders analyze.
 - Capital planning and debt schedules with corresponding coverage requirements.
- This phase includes a meeting at the Board or other designated meeting to present the outcome of the Long-Range Cash Flow Analysis before starting the Application.
- In order to complete this phase Ehlers will need to request and review the following:
 - Capital planning documents identifying estimated costs for future water projects through 2032
 - Annual audits for the past three years (we currently have this information).
 - 2022 Year to date Water Fund actual expenses and revenues.
 - 2023 Water Fund line-item budget.

Phase II – Information Request, Review, and Test Year 2023 PSC Conventional Application (as necessary)

- Under this phase we will complete the Test Year 2023 PSC Conventional Rate Case Application including all attachments of the application and supplementary information.
- To complete this phase Ehlers will need to request and review the following:

- PSC annual reports for the last three years (available on the PSC website).
- Current annual debt service schedules for existing utility debt (we currently have this information).
- For calendar years 2020, 2021, and 2022 detailed water billing records showing billed water consumption by customer class and rate block and number of customers by class and meter size.
 - Based on the time of filing the Application, we may request a similar report for the previous twelve months to the time of filing.
- Water billing records which list the 4 largest users in each customer class (i.e. residential, commercial, industrial, public authority) including the name of the customer, meter size, and total billed consumption for the largest quarter over the last 12-month period.
- A water tower repainting schedule showing when the last time the tower(s) were repainted, the cost for repainting and whether the utility is on a 15 or 20-year repainting schedule.
- Current number of un-metered customers within the utility, if any.
- Most current depreciation schedule for all water utility assets, showing current year depreciation expense, depreciation rates, and accumulated depreciation for all water utility financed assets.
- List of 4 largest users in each customer class (i.e. residential, commercial, industrial, public authority) including the name of the customer, meter size, and total billed consumption for the largest quarter over the last 12-month period.
- The current number of private fire protections by the size of connection, if any.
- For municipal financed utility plant in service and contributed plant in service, the estimated 2022 and 2023 asset additions, retirements and adjustments.
- The current percentage allocated to the sewer utility's portion of meter costs and assets. (Usually the depreciation of the meters is split 50/50 between water and sewer).
- Estimated materials and supplies inventory for 2022 and 2023, if any.
- For 2022 and 2023 (estimated) the number of feet of main and hydrants added and retired. Please classify additions and retirements as routine or major.
- If employees perform work for more than one function, please explain how costs are assigned to the water utility. For example, when an employee performs work for municipal parks, sewer, water, and private lead service lines, describe how the salary and wages dollars are assigned to the regulated water utility.

- Water utility credit card billing offering information (details to follow)
- This phase includes a meeting with the Board or other designated meeting to present the outcome of the Application before filing the Application.
- Ehlers will file the Application upon receiving desired recommendation to do so from the Client's desired governing body or staff.

Phase III –Test Year 2023 PSC Conventional Proceedings (as necessary)

- Assist utility with Data Request Portion of proceedings
- Review Revenue Requirement to check for PSC errors or omissions based on Application and Data Request(s) period. Provide disagreement correspondence as necessary
- Review PSC Cost of Service Study & Rate Design
- Represent the Utility at required PSC public hearing
 - Be present at the required telephonic public hearing and provide testimony in support of the proposed water rates for the test year on behalf of the Village.
- File Rate Implementation Letter

Phase IV – Final Report and Presentation (as necessary)

- Prepare and provide (via PDF or paper copy) a report containing a written summary of results of the PSC Rate Case and cash flow analysis along with all supporting worksheets.
- (Optional) If requested, this phase includes a meeting with the Board or other designated meeting to present the PSC final water rate structure for the test year and answer questions This should be requested on or before filing the PSC Rate Implementation Letter.

Compensation

In return for the services set forth in the "Scope of Service," Client agrees to compensate Ehlers as follows based on the following Scope of Service Events:

Phase	Scope of Service Event	Fee
I	LRCFA Delivered to Client	\$ 3,000
II	CRC Application Filed with PSC*	\$ 4,500
III	Completion of PSC Rate Implementation Letter*	\$ 3,000
IV	Final Report Delivered to Client*	\$ 500
IV	Final Report Presentation^	\$ 500
	Total	\$ 11,500

*As necessary. Phase I may indicate the remainder of the Study is not needed.

In the event the Client determines not to proceed with additional Phases Ehlers will send the invoice for Phases completed. In the event Client determines not to proceed with the Study once a Phase has been authorized, but prior to that Phase's completion, the compensation due for that Phase will be prorated to reflect the percentage of the work completed.

^Optional. The Client may choose to not have a final presentation of the final report.

For any service directed by Client and not covered by this, or another applicable Appendix, Ehlers & Associates will bill Client at an hourly rate that is dependent upon the task/staff required to meet Client request at no less than \$125.00/hour and not to exceed \$350.00/hour. This may include for example, additional scenarios for the Long-Range Cash Flow Analysis.

Payment for Services

Ehlers will invoice Client after the completion of each Scope of Service Event noted above. Our fees include our normal travel, printing, computer services, and mail/delivery charges. The invoice is due and payable upon receipt by the Client.

Client Engagement

Client hereby accepts the terms set forth in this Written Municipal Advisor Client Disclosure and engages Ehlers to provide the services described above. This Letter shall be effective as of the date of its acceptance by Client. The above Scope of Services is hereby accepted by the Village of Kronenwetter, Wisconsin, by its authorized officer this

_____ day of _____, 20____.

By: _____
(Print Name)

Title: _____
(Print Title)

Signature: _____

April 12, 2023

Dan Hekrdle, Director of Public Works
Village of Kronenwetter, Wisconsin
1582 Kronenwetter Drive
Kronenwetter, WI 54455

**Re: Written Municipal Advisor Client Disclosure with the Village of Kronenwetter ("Client")
for 2023 Sewer Rate Study ("Project" Pursuant to MSRB Rule G-42)**

Dear Dan:

As a registered Municipal Advisor, we are required by Municipal Securities Rulemaking Board (MSRB) Rules to provide you with certain written information and disclosures prior to, upon or promptly, after the establishment of a municipal advisory relationship as defined in Securities and Exchange Act Rule 15Ba1-1. To establish our engagement as your Municipal Advisor, we must inform you that:

1. When providing advice, we are required to act in a fiduciary capacity, which includes a duty of loyalty and a duty of care. This means we are required to act solely in your best interest.
2. We have an obligation to fully and fairly disclose to you in writing all material actual or potential conflicts of interest that might impair our ability to render unbiased and competent advice to you. We are providing these and other required disclosures in **Appendix A** attached hereto.

As your Municipal Advisor, Ehlers shall provide this advice and service at such fees, as described within **Appendix B** attached hereto.

This documentation and all appendices hereto shall be effective as of its date unless otherwise terminated by either party upon 30 days written notice to the other party.

During the term of our municipal advisory relationship, this writing might be amended or supplemented to reflect any material change or additions.

We look forward to working with you on this Project.

Sincerely,

Ehlers & Associates



Brian Roemer
Municipal Advisor

¹ This document is intended to satisfy the requirements of MSRB Rule G-42(b) and Rule G-42(c).

Appendix A

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Municipal Advisor Registration

Ehlers is registered with the Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB).

Material Legal or Disciplinary Events

Neither Ehlers nor any of its officers or municipal advisors have been involved in any legal or disciplinary events reported on Form MA or MA-I nor are there any other material legal or disciplinary events to be reported. Ehlers' application for permanent registration as a Municipal Advisor with the (SEC) was granted on July 28, 2014 and contained the information prescribed under Section 15B(a)(2) of the Securities and Exchange Act of 1934 and rules thereunder. It did not list any information on legal or disciplinary disclosures.

Client may access Ehlers' most recent Form MA and each most recent Form MA-I by searching the Securities and Exchange Commission's EDGAR system (currently available at <http://www.sec.gov/edgar/searchedgar/companysearch.html>) and searching under either our Company Name (Ehlers & Associates, Inc.) or by using the currently available "Fast Search" function and entering our CIK number (0001604197).

Ehlers has not made any material changes to Form MA or Form MA-I since that date.

Conflicts Arising from Compensation Contingent on the Size or Closing of Any Transaction

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Any form of compensation due a Municipal Advisor will likely present specific conflict of interests with the Client. If a Client is concerned about the conflict arising from Municipal Advisor compensation contingent on size and/or closing of their transaction, Ehlers is willing to discuss and provide another form of Municipal Advisor compensation. The Client must notify Ehlers in writing of this request within 10 days of receipt of this Municipal Advisor writing.

MSRB Contact Information

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Appendix B

Sewer Utility Rate Study

Scope of Service

Client has requested that Ehlers prepare a user rate study for its sewer utility. ("Project"). Ehlers proposes and agrees to provide the following scope of services:

Phase I – Information Request, Review, and Long-Range Cash Flow Analysis ("LRCFA")

- Under this phase we will assess the need for a Sewer Rate study using a long-range cash flow analysis. This analysis will make projections on future operation expenses, future capital funding, and identify future rate increases.
- Prepare a cash flow analysis for the previous 5 years 2018-2023 and next 10 years including the test year. The analysis will include:
 - Actual (for the past five years) and budgeted revenues and expenses based upon the work completed in Phase I above.
 - Development of annual operating expenses for the utility using an assumed rate of inflation based on historical expenses and discussions with staff.
 - Actual annual debt service expenses for existing utility debt.
 - The development of preliminary financing plans for planned capital improvement expenses including the use of cash vs. debt financing.
 - The planned debt service for the sewer utility upgrades taking into consideration available and minimum recommended reserves, existing debt, and existing revenue bond covenants if applicable.
 - Project out revenues and identify projected user rate increases to meet all financial obligations of each utility in future years.
 - Use benchmarking analysis to put forth a plan for fiscal sustainability. Using key metrics established by rating agencies, creditors, underwriters, and the PSC, create a plan that focuses on self-sustaining rates.
 - Determine an initial rate adjustment based on existing cash flow analysis through Budget Year 2023.
 - User Rate Comparison
 - Develop a comparison of existing and proposed user rates for example properties by customer class.
 - Develop a comparison of existing and proposed user rates to other communities.

- To complete this phase Ehlers will need to request and review the following:
 - Current schedule of sewer rates.
 - Annual audits for the past five years. (We have this information on file).
 - Year to date actual expenses and revenues.
 - Latest line-item budget.
 - Current annual debt service schedules for existing utility debt. (We have this information on file).
 - Any available capital improvement plan documents.

Phase II – Report, Presentation(s), & Implementation

- Draft Report
 - Meet with Village staff virtually (phone or web-based service) to discuss initial findings
- Final Report and Presentation
 - Prepare a report including all project tables and a brief presentation describing the findings and recommendations of the LRCFA.
 - Review the report with staff and make any appropriate changes.
 - Prepare a final report and submit via PDF or paper copy
 - Prepare and be available for one (1) presentation of the report and findings to the Village Board or other designated governing body.
- Implementation
 - Assist utility in determining implementation date
 - Provide updated rate schedules for implementation
 - Discuss proper implementation process as it relates to the municipality's ordinance

Phase III – Utility Rate Study (as necessary)

- Under this phase we will complete the Sewer Rate Study. This analysis will include:
 - Development of Revenue Requirements
 - Based on the available budget, debt and asset detail, develop the revenue requirements for the utility under the cash based or utility-based method.
 - Cost of Service Study
 - Allocate the revenue requirements for the test year to the appropriate utility functions.
 - Rate Design

- Calculate the user rates for all customer classes based on the revenue requirements allocated to each utility function divided by the appropriate billable units.
 - Create a cash flow analysis for the test year to ensure that the calculated user rates will meet the cash flow needs of the utility.
- User Rate Comparison
 - Develop a comparison of existing and proposed user rates for example properties by customer class.
 - Develop a comparison of existing and proposed user rates to other communities.
- To complete this phase Ehlers will need to request and review the following:
 - As applicable, detailed sewer billing records for the past 3 years showing:
 - billed consumption by customer class and rate block
 - number of customers by class and meter size (if billed by meter size).
 - Billing records for all high strength industrial waste customers of the utility showing the amount of excess loadings by type by month or quarter for the past 3 years.
 - Total Inflow at the master meter to regional plant for the previous 3 calendar years 2020-2022
 - Monthly or quarterly bills from the regional sewer facility specifically showing billable sewer volumes for the municipality for the past three years.
 - Any available information on the planned user rate increases by the regional sewer facility.
 - Any available information on upcoming developments and population growth over the study planning period that would increase the customer base and usage, or conversely any information on customers reducing usage or moving out of the municipality.
 - Current number of un-metered customers within the utility, if any.
 - Current depreciation rates depreciation schedule including accumulated depreciation.

Phase IV – Report, Presentation(s), & Implementation (as necessary)

- Draft Report
 - Meet with Village staff virtually (phone or web-based service) to discuss initial findings
- Final Report and Presentation

- Prepare a report including all project tables and a brief executive summary describing the findings and recommendations of the study.
- Review the report with staff and make any appropriate changes.
- Prepare a final report and submit via PDF or paper copy
- Prepare and be available for one (1) presentation of the report and findings to the Village Board or other designated Board.
- Implementation
 - Assist utility in determining implementation date
 - Provide updated rate schedules for implementation
 - Discuss proper implementation process as it relates to the municipality's ordinance

Compensation

In return for the services set forth in the "Scope of Service," Client agrees to compensate Ehlers as follows:

Service	Fee
Phase I: Information Review & Cash Flow Analysis	\$ 2,500
Phase II: Report & Implementation	\$ 500
Initial Phases Total	\$ 3,000
Phase III: Sewer Rate Study (as necessary)*	\$ 4,500
Phase IV: Report & Implementation (as necessary)*	\$ 1,000
All Phases Total	\$ 8,500

*As necessary. Phase I may indicate the remainder of the Study is not needed.

In the event the Client determines not to proceed with additional Phases Ehlers will send the invoice for Phases completed.

In the event Client determines not to proceed with the Study once a Phase has been authorized, but prior to that Phase's completion, the compensation due for that Phase will be prorated to reflect the percentage of the work completed.

For any service directed by Client and not covered by this Scope of Service, or another applicable Appendix, Ehlers will bill Client at an hourly rate that is dependent upon the task/staff required to meet Client request at no less than \$125.00/hour and not to exceed \$300.00/hour.

Payment for Services

Ehlers will invoice Client for the work completed at the end of each phase noted above. Our fees include our normal travel, printing, computer services, and mail/delivery charges. The invoice is due and payable upon receipt by the Client.

Client Engagement

Client hereby accepts the terms set forth in this Written Municipal Advisor Client Disclosure and engages Ehlers to provide the services described above. This Letter shall be effective as of the date of its acceptance by Client. The above Scope of Services is hereby accepted by the Village of Kronenwetter, Wisconsin, by its authorized officer this

_____ day of _____, 20____.

By: _____
(Print Name)

Title: _____
(Print Title)

Signature: _____