FORM OF REQUISITION

January 27, 2023

United States Environmental Protection Agency
1200 Pennsylvania Avenue NW
WJC-W 6201A
Washington, D.C. 20460 Attention:
WIFIA Director

Re: WATER UTILITY PORTION OF GREAT LAKES WATER SUPPLY PROJECT
(WIFIA Ref N18147WI)

Ladies and Gentlemen:

Pursuant to Section 4 (*Disbursement Conditions; Approval of Requisition*) of the WIFIA Loan Agreement, dated as of August 6, 2020 (the "**WIFIA Loan Agreement**"), by and between CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN (the "**Borrower**") and the UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, acting by and through the Administrator (the "**WIFIA Lender**"), the Borrower hereby requests disbursement in the amount set forth below in respect of Eligible Project Costs paid or incurred by the Borrower in connection with the Water Utility Portion of the Project. Capitalized terms used but not defined herein have the meaning set forth in the WIFIA Loan Agreement.

In connection with this Requisition the undersigned, as the Borrower's Authorized Representative, hereby represents and certifies the following:

1.	**Project name**	Water Utility Portion of Great Lakes Water Supply Project
2.	**Borrower name**	City of Waukesha, Waukesha County, Wisconsin
3.	**WIFIA reference number**	18147WI
4.	**Requisition number**	25
5.	**Requested disbursement amount**	$2,880,794.88
6.	**Requested disbursement date (the "Disbursement Date")**	February 16, 2023
7.	**Total amounts previously disbursed under the WIFIA Loan Agreement**	$81,980,730.78
8.	**Wire instructions**	Bank Name: U.S. Bank, N.A. Address: 777 E. Wisconsin Avenue Milwaukee, WI 53202 ABA Number: [redacted] Account Number: [redacted] For Further Credit to: Treasurer, State of Wisconsin Local Government Investment Pool City of Waukesha, Water Utility Depositor # [redacted]

9. The amounts hereby requisitioned have been paid or incurred and approved for payment by or on behalf of the Borrower for Eligible Project Costs in connection with the Water Utility Portion of the Project and have not been paid for or reimbursed by any previous disbursement from WIFIA Loan proceeds. No portion of the amounts requisitioned will be applied to pay for Eligible Project Costs that have been previously paid, or are expected to be paid, with proceeds of debt of the Borrower that is not the WIFIA Loan.

10. The aggregate amount of all disbursements of the WIFIA Loan (including the amount requested under this Requisition) does not exceed (a) the maximum principal amount of the WIFIA Loan, (b) the amount of Eligible Project Costs paid or incurred by the Borrower in connection with the Water Utility Portion of the Project, (c) the cumulative disbursements through the end of the current Federal Fiscal Year as set forth in the Anticipated WIFIA Loan Disbursement Schedule and (d) the aggregate principal amount of the Annual Maximum Disbursement Certificates heretofore submitted by the Borrower.

11. The Borrower has sufficient available funds committed to the Project, which together with funds that remain available and not yet drawn under the WIFIA Loan, will be sufficient to pay the reasonably anticipated remaining Total Project Costs.

12. The total federal assistance provided to the Project, including the maximum principal amount of the WIFIA Loan, does not exceed eighty percent (80%) of Total Project Costs.

13. The Borrower has all Governmental Approvals necessary as of the date hereof and as of the Disbursement Date (immediately after giving effect to the above-requested disbursement of WIFIA Loan proceeds), for the development, construction, operation and maintenance of the Project and each such Governmental Approval has been issued and is in full force and effect (and is not subject to any notice of violation, breach or revocation).

14. Each of the insurance policies maintained by the Borrower pursuant to Section 14(f) (*Affirmative Covenants – Insurance; Loss Proceeds*) of the WIFIA Loan Agreement is in full force and effect, and no notice of termination thereof has been issued by the applicable insurance provider.

15. As of the date hereof and on the Disbursement Date (immediately after giving effect to the above-requested disbursement of WIFIA Loan proceeds), (a) no Default or Event of Default, and no event of default under any other Related Document and (b) no event that, with the giving of notice or the passage of time or both, would constitute an event of default under any Related Document, in each case, has occurred and is continuing. No Material Adverse Effect, or any event or condition that could reasonably be expected to have a Material Adverse Effect, has occurred or arisen since the Effective Date.

16. The Borrower, and each of its contractors and subcontractors at all tiers with respect to the Project, has complied with all applicable laws, rules, regulations and requirements, including 40 U.S.C. §§3141-3144, 3146, and 3147 (relating to Davis-Bacon Act requirements) (and regulations relating thereto) and 33 U.S.C. §3914 (relating to American iron and steel products). Supporting documentation, such as certified payroll records and certifications for all iron and steel products used for the Project, are being maintained and are available for review upon request by the WIFIA Lender.

17. The representations and warranties of the Borrower set forth in the WIFIA Loan Agreement and in each other Related Document are true and correct as of the date hereof and as of the Disbursement Date, except to the extent such representations and warranties expressly relate to an earlier date (in which case, such representations and warranties are true and correct as of such earlier date).

18. Each Obligation Document that has been delivered by the Borrower to the WIFIA Lender pursuant to Section 11(b)(v) (*Conditions Precedent – Conditions Precedent to Disbursements*) is complete, fully executed and in full force and effect.

19. The current estimated percentage of physical completion of the Project is 0%. The Borrower is in compliance with Section 16(c) (*Reporting Requirements – Construction Reporting*) and no change has occurred since the date of the most recently delivered quarterly construction progress report that could reasonably be expected to cause a Material Adverse Effect.

20. All documentation evidencing the Eligible Project Costs to be reimbursed to the Borrower by the above-requested disbursement has been delivered by the Borrower to the WIFIA Lender at the times and in the manner specified by the WIFIA Loan Agreement, including an attached spreadsheet with the details set forth below:

								WIFIA USE ONLY	
Vendor or Contractor Name	**Invoice Number**	**Invoice Date**	**Payment Date**	**Invoice Amount**	**WIFIA Requested Amount**	**Activity Type**	**Description of Activity**	**Approved Amount**	**Notes**

The undersigned acknowledges that if the Borrower makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Government in connection with the Project, the Government reserves the right to impose on the Borrower the penalties of 18 U.S.C. § 1001, to the extent the Government deems appropriate.

Date:
January 27, 2023

CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN,

By its authorized representative

By: [redacted]

Name: Cortney Nagel

Title: Administrative Services Manager, Waukesha Water Utility