ENERGY ACTION COMMISSION
ADMINISTRATION CENTER – ROOM A-200
121 W. Main St., Port Washington
TUESDAY, DECEMBER 17, 2019 – 1:00 P.M.

AGENDA

1. Call to Order
2. Proper Notice
3. Public Comment
4. Approval of Minutes
   a. June 17, 2019 – Energy Action Team
   b. September 17, 2019 – Energy Action Commission
5. Action Items
   a. Review/Consider Term Sheet for “Solar Now” Solar PV System Hosting Pilot Program Installation at Mee-Kwon Park
   b. Review/Consider Membership Application to Wisconsin Clean Cities Program
   c. Review/Consider Entering into Natural Gas Transport Savings Contract w/Wood River Energy
6. Discussion Items
   a. Energy Updates
7. Next Meeting Date
8. Adjournment
The Energy Action Team met in Room A-200 at the Administration Center.

Present: Jennifer Rothstein, Jon Edgren, Gerard Behlen, Chris Seitz (Focus on Energy), Andy Holschbach, Joe Hicks, Andrew Struck (1:03pm), Karina Ward (1:03pm), Jason Dzwinel (1:06pm), and County Clerk Winkelhorst.

Others Present: Matthew Uselding (DOA Intern).

Excused: Jeff Mackey, Jennifer Hesson, Jason Wittek, Monte Hale, Warren Guettel, and Jay McMahon.

Proper Notice/Adoption of Agenda: Ms. Rothstein called the meeting to order at 1:00 PM. The meeting was noticed as required.

Motion made by Mr. Seitz, seconded by Mr. Holschbach to adopt the agenda as presented. Motion carried. (6-0)

1:03 PM Andrew Struck and Karina Ward in attendance.

Public Comment: There was none.

Approval of Minutes from the March 4, 2019 Meeting: Motion made by Mr. Holschbach, seconded by Mr. Seitz to approve the March 4, 2019 minutes as submitted. All members present voting aye, motion carried. (8-0)

1:06 PM Jason Dzwinel in attendance.

Review Draft Resolutions Creating Energy Action Commission: Mr. Uselding reviewed the first draft resolution for the County Board to formally establish an Energy Action Commission that will report to the Public Works Committee and the second draft resolution codifies the commission in the County Policy & Procedure Manual.

Mr. Struck suggested adding verbiage to the P&P resolution in (b) 3. “Develop a plan of action with prioritized projects and funding recommendations to implement energy-related projects and initiatives.” The committee agreed to have the clerk provide this verbiage to the Public Works Committee when they review the resolution.

Countywide Water Usage: Mr. Uselding distributed and reviewed the Ozaukee County Water Report on 12-month water consumption (April 2018-2019). The two main areas of focus were the Justice Center and Lasata Care Center. Overall use is down about 2,000,000 gallons and cost savings of about $3,000 since 2014. Mr. Uselding explained that data from the City of Port Washington utility bills goes back to 2012; however, data from Cedarburg Light & Water is from 2012-2014 and the last 12 months.

Discussion on projects completed or planned that affect water usage, although, there was no significant project since 2014 that Mr. Uselding could find attributed to the reduction in usage.

Update on Year over Year Energy Use: Mr. Uselding distributed and reviewed the Ozaukee County Energy Consumption noting that year to date totals are showing reduced costs. Year to date approximately $7,000 in cost savings.
Discussion on lighting projects slated for 2019. Mr. Seitz provided information on financial incentives available.

Review Energy & Sustainability Plan & Table – Solicit Additional Project Ideas: Mr. Uselding reviewed the results of We-Energies audit completed in 2013-2014. Eleven of 24 projects completed with three projects approved in the 2019 Budget.

Mr. Seitz noted that conversion of the Pneumatic Thermostat Control system project at Lasata Care Center requires Focus on Energy to approve funding prior to start of project.

Discussion on project funding resources; benchmarking of best practices with municipalities; future energy projects for Capital Project Funding; and tracking cumulative investments and savings.

Next Meeting Date: Tuesday, September 17, 2019

Adjournment: Motion made by Mr. Seitz, seconded by Mr. Hicks to adjourn. All members present voting aye, motion carried.

Meeting adjourned at 1:48 PM.

Julianne B. Winkelhorst, County Clerk
The Energy Action Commission met in Room A-200 at the Administration Center.

Present: Jennifer Rothstein, Jon Edgren, Monte Hale, Jay McMahon, Andy Holschbach (1:02pm), and Deputy Clerk Quaas

Others Present: Jason Wittek (Policy & Budget Analyst), Matthew Uselding (DOA Intern), Jason Dzwinel (County Administrator).

Absent: Alice Read, Gerard Behlen, Andrew Struck, Joy Neilson, and Cindy Sarkady.

Excused: Joe Hicks

Proper Notice: Ms. Rothstein called the meeting to order at 1:00 PM. The meeting was noticed as required.

The number of members present did not constitute a quorum.

Those in attendance discussed the following topics:

- 2019 Energy Trends – 1st Half of 2019
- County Green House Gas Emissions Analysis
- County Vehicle Fleet Fuel Usage Analysis
- Update on Projects & Grants
- Citizen Members Selection Discussion
- Energy Action Commission’s role in providing guidance as it relates to facilities upgrades and/or County business processes or practices that require energy

Next Meeting Date: Tuesday, December 17, 2019

Discussion ended at 2:13pm.

Tyler Quaas, Deputy County Clerk
AGENDA INFORMATION SHEET

AGENDA DATE: December 19, 2019
DEPARTMENT: Administrator
DIRECTOR: Jason Dzwinel
PREPARER: Jason Wittek

Agenda Summary Term Sheet for “Solar Now” Solar PV System Hosting Pilot Program Installation at Mee-Kwon Park

BACKGROUND INFORMATION: The Wisconsin Electric Power Company (WEPCO), the parent company for our utility WE Energies has initiated a program in 2019 where they will install Solar PV Systems on utility customers roofs or property and pay their customers rent for that use. Department of Administration (DOA) has been working with WEPCO this year, on finding a suitable location for a Solar PV installation on Ozaukee County property. WEPCO has proposed a 1.22 MW ground mounted Solar PV installation on a piece of land owned by Ozaukee County at Mee-Kwon Park. WEPCO will pay Ozaukee County approximately $42,000 annually, in monthly installments of approximately $3,500 per month for 20 years. The Solar PV System occupies approximately 3.9 acres of land. See attachments showing the design layout, and example picture of a ground mounted system.

ANALYSIS: The term sheet issued November 22, is to be signed within 30 days to ensure our reservation in the program. The term sheet is a non-binding intent to work in good faith, "and expend the necessary time and resources to complete detailed engineering of the solar and interconnection facilities in order to completed the definitive agreements attached hereto." The term sheet terminates by February 20th, if an additional contract is not signed and agreed to.

- DOA has worked with the Planning & Parks Dept to ensure that the solar installation does not interfere with their fill site, or any wetlands.
- $42,277 annually in rent payments, equals $845,540 over 20 years
- Lease is for twenty years, at which time there will be an opportunity for the County to purchase the Solar PV System, or WEPCO will remove
- WEPCO will pay all costs of installation and construction
- Minimal site preparation may be required of County; potentially removing a few trees
- There will be a short access road, and fence surrounding the installation
- WEPCO will be responsible for the maintenance of the system and the grounds inside of the fence
- The County maintains the ability to use the remainder of the site for passive recreation, i.e. trail use
FISCAL IMPACT:
Balance Current Year: Next Year’s Estimated Cost: ($845,540) over 20 years

FUNDING SOURCE: N/A

RECOMMENDED MOTION: Approve Solar Now Term Sheet

ATTACHMENTS:
- Ozaukee County - Solar Now Cover Letter and Term Sheet (PDF)
- Ozaukee County Rev6 (PDF)
- Ground mount example (JPG)
November 22, 2019

Jason Wittek, CNU-A
Policy & Budget Analyst
Ozaukee County
PO Box 994
Port Washington, WI 53074

Re: Non-Binding Term Sheet / Ozaukee County Participation in Solar Now Pilot

Dear Jason:

Wisconsin Electric Power Company ("WEPCO") is pleased to have the opportunity to work with Ozaukee County ("Ozaukee") to participate in the “Solar Now” Solar PV System Hosting Pilot Program ("Proposed Transaction") at the site of the Mee-Kwon Park Golf Course ("Site"), as identified on the attached Term Sheet.

The Term Sheet is a non-binding summary of the key elements of the Proposed Transaction. By executing the Term Sheet, each party agrees to pursue the Proposed Transaction in good faith and expend the necessary time and resources to complete detailed engineering of the solar and interconnection facilities in order to complete the definitive agreements (Solar Now Service Agreement and Solar Now Ground Lease Agreement) attached thereto. Term Sheet must be signed and returned to WEPCO within 30 days of issuance to secure a reservation in the program. A term sheet returned late will subject the reservation to program capacity availability.

Neither party is obligated to enter into any agreements or to proceed with the Proposed Transaction. Any obligations other than those explicitly agreed to herein will arise only in accordance with, and subject to, such definitive agreements as may be executed by WEPCO and Ozaukee.

After the leases have been executed, annually WEPCO will provide Ozaukee a Form 1099 for the lease payments paid by WEPCO.

Finally, the parties will agree on marketing related to the Solar PV System.

If this is acceptable to you, please sign and return to me one copy of this letter confirming approval of the Term Sheet. We look forward to working with you on this exciting project.

Sincerely,

Wisconsin Electric Power Company

By:

Name: Richard Stasik
Title: Director – Regulatory Finance, Planning, Systems and Strategic / Special Projects

CONFIRMED AND AGREED TO:

Ozaukee County

By: ______________________________

Name: 
Title:
## TERM SHEET

A non-binding summary of the terms and conditions of the proposed solar energy project at the site of Ozaukee County (“Proposed Transaction”) is set forth below.

<table>
<thead>
<tr>
<th>Tenant</th>
<th>Wisconsin Electric Power Company, or its designee (“WEPCO”)</th>
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<tbody>
<tr>
<td>Landlord(s)</td>
<td>Ozaukee County (“Ozaukee”)</td>
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<tr>
<td>Solar Plant</td>
<td>The solar photovoltaic system to be installed on the surrounding grounds or rooftop of the Premises (as such term is defined below) (“Solar Plant”) shall be an approximately 970 kW AC power plant to be designed, permitted and constructed by WEPCO at its expense. The actual size of the Solar Plant may vary based on detailed engineering review of the Premises area, structural components, and any potential shading. The property will constitute approximately 3.9 acres of land as shown in Attachment 1.</td>
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<tr>
<td>Site; Premises</td>
<td>The Solar Plant shall be located on the surrounding grounds (“Premises”) of one or more of the following sites (“Sites”):</td>
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<td>Mee-Kwon Park Golf Course</td>
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<td>Address: 6333 W. Bonniwell Road, Mequon WI 53097</td>
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<td>Environmental Attributes</td>
<td>WEPCO will own 100% of the solar energy/capacity produced by the Solar Plant. Ozaukee will not elect to receive the Renewable Energy Credits for the term of the Solar Now Service Agreement and Lease. See attached Solar Now Service Agreement Section 5.</td>
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<tr>
<td>Lease and Solar Now Service Agreements</td>
<td>Ozaukee will enter into a Lease (&quot;Lease&quot;) of the Premises to WEPCO in substantially the same form as attached hereto for a 20-year term (“Term”). During the Term, WEPCO will have a non-exclusive easement for right-of-way and access to the Premises across and through the Site as may be</td>
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</table>
reasonably required to accommodate the Solar Plant and any interconnection facilities. See attached Lease Agreement Section 4.

| Rent | In consideration of its rights under the Lease, WEPCO and Ozaukee will enter into a Solar Now Service Agreement in substantially the same form as attached hereto, within which WEPCO shall pay Ozaukee annual rent ("Rent") of approximately $42,277 payable in equal monthly installments of $3,523, which the parties acknowledge is an estimate that is subject to change as the final engineering and interconnection studies are done for the sites. The rent payment is subject to final size and design of the Solar Plant. See attached Solar Now Service Agreement Section 3 (Rate) and attached Lease Section 3. |
| Operation and Maintenance | During the Term, WEPCO will be solely responsible for operating and maintaining the Solar Plant. WEPCO will either self-maintain the Solar Plant or enter into an operations and maintenance agreement with an authorized third party provider ("O&M Agreement"). |
| Expenses | Each party agrees to pay its own expenses in connection with the negotiation and execution of the Solar Now Service Agreement and Lease and other documents required to implement the Proposed Transaction (collectively, "Project Agreements"), whether or not these documents are executed and delivered by the parties. |
| Marketing Rights | WEPCO will have the exclusive right to own and operate a solar photovoltaic system on the Site. WEPCO acknowledges that as a visible Solar PV System Ozaukee may actively market certain aspects of their operations. See attached Lease Section 18. |
| Termination Rights | Nothing in this Term Sheet requires either party to conclude the Proposed Transaction or any portion thereof. Either party may terminate this Term Sheet effective immediately upon written notice to the other party for any reason. Unless mutually agreed to in writing by both parties, this Term Sheet shall automatically terminate on February 20, 2020. |
| Parties’ Relationship | Neither party or any of their respective affiliates shall be deemed to be partners or members of a joint venture with each other, nor shall either party, be deemed to be an agent, representative, trustee or fiduciary of the other as a consequence of the execution of this Term Sheet. |
| Counterparts | This Term Sheet may be executed and delivered in electronic form, such as PDF/electronic mail or facsimile, and in counterparts, each of which counterpart shall be deemed to be an original, but all of which together shall constitute one document. |
| **Governing Law** | This Term Sheet shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to principles of conflicts-of-laws. |
(14) SOLECTRIA XGI 1000-60/60
(2) SOLECTRIA XGI 1000-65/65
(3) 600A PANELBOARDS
TO BE PLACED STRATEGICALLY IN THE ARRAY FIELD

50’ WETLAND SETBACK

ACCESS ROAD

PROPERTY LINE

GATE

FENCE

UTILITY TRANSFORMER
1600A MAIN AC DISCONNECT
AND CT CABINET

20’ DITCH SETBACK

BERM

WETLAND

DITCH

50’ WETLAND SETBACK

50’ WETLAND SETBACK

20’ DITCH SETBACK

WETLAND

50’ WETLAND SETBACK

PV-1.00
THIS PANEL HAS SECONDARY POWER SOURCE FROM PHOTOVOLTAIC SYSTEM TURN-OFF PHOTOVOLTAIC SYSTEM BREAKER PRIOR TO SERVICING PANEL.

WARNING
MAX AC OUTPUT CURRENT:
AMPS
MAX AC OUTPUT VOLTAGE:
VOLTS

LABEL 
#1
PLACE AT POINT OF INTERCONNECTION

DUAL POWER SUPPLY
WARNING
LABEL 
#2
PLACE AT POINT OF INTERCONNECTION

SOURCES: UTILITY GRID AND PV SOLAR ELECTRIC SYSTEM
WARNING
LABEL 
#3
PLACE AT UTILITY LOCKABLE DISCONNECT

SOLAR GENERATOR UTILITY LOCKABLE AC DISCONNECT SWITCH
WARNING
LABEL 
#4
PLACE AT Pv SWITCHBOARD

IF GROUND FAULT IS INDICATED ALL NORMALLY GROUNDED CONDUCTORS MAY BE UNGROUNDED AND ENERGIZED
WARNING
LABEL 
#5
PLACE AT PV DISTRIBUTION PANEL

DOUBLE POWER SUPPLY
WARNING
LABEL 
#6
PLACE AT AC DISCONNECT

POWER TO THIS SITE IS SUPPLIED BY MULTIPLE SOURCES: DISCONNECT LOCATIONS ARE SHOWN BELOW

INVERTER
CAUTION: SOLAR ELECTRIC SYSTEM CONNECTED
LABEL 
#7
PLACE ON DC DISCONNECTS AND INVERTERS

DC DISTRIBUTION PANEL
CAUTION: SOLAR CIRCUIT
LABEL 
#8
PLACE ON CONDUIT, JUNCTION BOXES AND COMBINED BOXES AT EVERY 10'

PV ARRAY DC DISCONNECT
WARNING
LABEL 
#9
PLACE ON DC DISCONNECT BOXES

ELECTRICAL SHOCK HAZARD
DO NOT TOUCH TERMINALS TERMINALS ON THE LINE AND LOAD SIDES MAY BE ENERGIZED IN THE OPEN POSITION
WARNING
LABEL 
#10
PLACE ON DC DISCONNECTS AND AC DISCONNECTS

PV ARRAY DC DISCONNECT
ELECTRICAL SHOCK HAZARD
DO NOT TOUCH TERMINALS TERMINALS ON THE LINE AND LOAD SIDES MAY BE ENERGIZED IN THE OPEN POSITION
WARNING
LABEL 
#11
PLACE ON DC DISCONNECTS

PULL BOX
AUTHORIZED PERSONNEL ONLY HIGH VOLTAGE - KEEP AWAY
WARNING
LABEL 
#12
PLACE AT PULL BOXES

SITE DISCONNECT LOCATION PLACECARD

WARNING
LABEL 
#13
PLACE AT PULL BOXES

WARNING
LABEL 
#14
PLACE AT INVERTERS

WARNING
LABEL 
#15
PLACE AT INVERTERS

WARNING
LABEL 
#16
PLACE AT SYSTEM DISCONNECT

WARNING
LABEL 
#17
PLACE AT SYSTEM METER CABINET

WARNING
LABEL 
#18
PLACE ON DC DISCONNECTS AND AC DISCONNECTS

WARNING
LABEL 
#19
PLACE ON DC DISCONNECTS

ELECTRICAL SHOCK HAZARD
DO NOT TOUCH TERMINALS TERMINALS ON THE LINE AND LOAD SIDES MAY BE ENERGIZED IN THE OPEN POSITION
WARNING
LABEL 
#20
PLACE ON DC DISCONNECTS

SITE NOTES:
1. SYSTEM LABELS SHALL BE PERMANENTLY ATTACHED BY MECHANICAL MEANS OR SECURED WITH UV-RESISTANT ADHESIVE.
2. MATERIALS USED IN THE CONSTRUCTION OF THE LABELS SHALL BE UV RESISTANT.
3. ELECTRICAL EQUIPMENT, SUCH AS SWITCHBOARDS, PANELBOARDS, INDUSTRIAL CONTROL PANELS, METER SOCKET ENCLOSURES, AND MOTOR CONTROL CENTERS, THAT ARE IN OTHER THAN SWELLING OCCUPANCIES, AND ARE LIKELY TO REQUIRE EXAMINATION, ADJUSTMENT, SERVICING, OR MAINTENANCE WHILE ENERGIZED SHALL BE FIELD-MARKED TO WARN QUALIFIED PERSONS OF POTENTIAL ELECTRIC ARC FLASH HAZARDS. THE MARKING SHALL BE LOCATED 60 AS TO BE CLEARLY VISIBLE TO QUALIFIED PERSONS BEFORE EXAMINATION, ADJUSTMENT, SERVICING, OR MAINTENANCE OF THE EQUIPMENT (CEC 110.16)

4. ALL INTERACTIVE SYSTEMS POINTS OF INTERCONNECTION WITH OTHER SOURCES SHALL BE MARKED AT AN ACCESSIBLE LOCATION AT THE DISCONNECTING MEANS AS A POWER SOURCE AND WITH THE RATED AC OUTPUT CURRINT AND THE NORMAL OPERATING AC VOLTAGE (CEC 690.54)

KEYED NOTES:
1. PROVIDE 12"X9" ENGLISH/SPANISH ELECTRICAL WARNING SIGN AT EACH OF THE SITE ENTRANCES AND EVERY 200' ALONG THE FENCE.
2. PROVIDE SITE DISCONNECT LOCATION PLACECARD AT EACH OF THE SITE ENTRANCES. MARK "YOU ARE HERE" AT EACH OF THE LOCATIONS ON THE MAP

MEE-KWON GOLF COURSE
MAP OF PHOTOVOLTAIC POWER SOURCES DISCONNECTING MEANS

MEQUON, WI 53097

E-3.00
Public Works Committee

AGENDA INFORMATION SHEET

AGENDA DATE: December 19, 2019
DEPARTMENT: Administrator
DIRECTOR: Jason Dzwinel
PREPARER: Jason Wittek

Agenda Summary Membership Application to Wisconsin Clean Cities Program

BACKGROUND INFORMATION: Provided by Lorrie Lisek, Executive Director: Wisconsin Clean Cities is a 501-C(3) non-profit organization operated through the US Department of Energy Clean Cities Program. We are one of nearly 100 Clean Cities organizations around the country. Since 2011 we have assisted in securing over $20 million in grant funding for sustainable transportation projects in WI and throughout the country. We work closely with our state agencies to ensure success of our projects and programs. Additionally we provide education and outreach throughout the state. In 2019 we hosted or were part of over 30 events throughout the state. As a fuel neutral organization, WCC supports the implementation of alternative fuels, vehicles and technologies to promote our nation’s energy security and provide for economic development. Our national affiliation provides a great network for projects that are developing throughout the country allowing us to gain first-hand knowledge of successes and barriers. Additionally our partnership with the National Renewable Energy Labs provides access to tools that have been developed to provide additional assistance in decision making processes.

WCC also actively engages with groups throughout the state to collaborate on projects and events. Our membership is quite diverse and provides for a great interactive base. We will be kicking off our Smart Fleet 2.0 Program at our annual meeting being held tomorrow at the Harley Davidson Museum in Milwaukee. This program is designed to work with a variety of fleets by providing a fleet assessment and education on the deployment of sustainable transportation that may support sustainability goals.

ANALYSIS: The cost for an annual membership is $500. Joining the Wisconsin Clean Cities will allow the Energy Action Commission to broaden its understanding of alternative fuels and technologies available to vehicle fleets.

FISCAL IMPACT:

Balanced Current Year: Next Year’s Estimated Cost: $500

FUNDING SOURCE:

County Levy: $500 Non-County Levy: Indicate source: DOA membership budget

RECOMMENDED MOTION: Approve Membership to WI Clean Cities

ATTACHMENTS:

- WCC Membership Packet (PDF)
Who We Are

Wisconsin Clean Cities is a 501(c)(3) nonprofit organization managed by Legacy Environmental Services, Inc., an Indiana Certified Women's Business Enterprise. Established in 1994, Wisconsin Clean Cities is one of the U.S. Department of Energy’s nearly 100 Clean Cities coalitions. The organizations are designed to reduce petroleum consumption in the transportation sector. The coalitions achieve this in a number of ways, including the advancement of alternative fuels, alternative fuel vehicles and sustainable vehicle technologies such as electric vehicles and their charging infrastructure. The efforts reduce the nation’s dependence on imported oil, improve air quality, support local jobs, drive economic development and promote improved quality of life.

Our Mission and Strategies

Wisconsin Clean Cities lives its mission through education and outreach, training, project management, grant and funding acquisition and the development of stakeholder partnerships. Wisconsin Clean Cities, which serves the entire state of Wisconsin, is led by Executive Director Lorrie Lisek. Additionally, the coalition advocates for idle reduction and fuel economy technologies.

WCC employs three main strategies:

1. Promote renewables and alternative fuels, vehicles and technologies
2. Reduce dependence on imported oil by employing smarter driving practices and fuel economy improvements
3. Improve overall air quality through idle reduction and other fuel-saving technologies and practices

Member Benefits

Wisconsin Clean Cities members have access to an array of resources and benefits, including:

- Networking opportunities with sustainable fleets and industry partners
- Access to technical training, workshops, conferences and Webinars
- Details regarding funding opportunities and incentives from a variety of resources
- Notification of rules and regulatory changes related to vehicle and fuel requirements
- Access to experienced, successful grant writing consultants
- Public recognition for your participation in making Wisconsin a leader in alternative fuels
- Access to a host of sustainable transportation resources … and so much more!

“Our association with Wisconsin Clean Cities allows us to stay informed and network with other like-minded companies in the state who are on the forefront of alternative fuels.”

- Bryan Nudelbacher
  Director of Business Development
  U.S. Gain

Meet Some of Our Members

To learn more about Wisconsin Clean Cities visit us online at www.wicleancities.org
Wisconsin Clean Cities | 231 W. Michigan St., P321 | Milwaukee, WI 53203 | (414) 221-4958 | info@wicleancities.org
Please take a moment to include your contact information for our records. The person listed below will be the primary contact for Wisconsin Clean Cities. Please complete this form and return it to a Wisconsin Clean Cities representative along with a high-resolution copy of your logo.

Member/Company: ________________________________________________________________

Main Contact: _________________________________________________________________

Title: ______________________________________________________________________

Address: _____________________________________________________________________

City, State, Zip: ________________________________________________________________

Phone: ___________________________ Fax: ________________________________

Email: _____________________________________________________________________

Website: ____________________________________________________________________

Do you have any events in the upcoming year you’d like us to know about or attend? If so, please list them here: __________________________

SELECT YOUR MEMBERSHIP LEVEL

☐ $5,000 Diamond

☐ $3,500 Platinum

☐ $2,000 Gold

☐ $1,000 Silver

☐ $500 Bronze (beginning level for corporate partners)

☐ $250 Associate

☐ $50 Supporter/Individual, School or Nonprofit

MEMBERSHIP PLEDGE

I pledge to support Wisconsin Clean Cities and its mission to reduce dependence on petroleum-based fuels, promote the use of alternative fuels and technologies and improve overall air quality. I also support the National Clean Cities’ broader mission to advance the nation’s economic, environmental and energy security by supporting local decisions to adopt practices that contribute to the reduction of petroleum consumption.

Printed Name: __________________________

Signature: ___________________________ Date: __________________________

To learn more about Wisconsin Clean Cities, visit us online at www.wicleancities.org

Wisconsin Clean Cities | 231 W. Michigan St., P321 | Milwaukee, WI 53203 | (414) 221-4958 | info@wicleancities.org

Updated September 2018
## MEMBERSHIP LEVELS AND BENEFITS

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<th>$50 Supporter</th>
<th>$250 Associate</th>
<th>$500 Bronze</th>
<th>$1,000 Silver</th>
<th>$2,000 Gold</th>
<th>$3,500 Platinum</th>
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<td>Networking opportunities</td>
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<td>Receive monthly newsletter &amp; announcements</td>
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<td>Access to technical training, workshops, and webinars</td>
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<td>Discounted pricing on WCC and non-WCC events</td>
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<td>Access to WCC Member Center &amp; Database</td>
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<td>Opportunity to Serve on WCC Board of Directors</td>
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<td>Member Spotlight feature in monthly newsletter &amp; on WCC website</td>
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<td>Organization logo with hyperlink on WCC website</td>
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<td>Organization logo in monthly newsletter &amp; on marketing materials</td>
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<td>Opportunity for in-person member consultations</td>
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<td>Access to grant writing expertise &amp; assistance*</td>
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*Services are determined on a case-by-case basis following a consultation with our staff. Please direct all inquiries directly to Wisconsin Clean Cities executive director, Lorrie Lisek at lorie.lisek@wicleancities.org.

To learn more about Wisconsin Clean Cities, visit us online at www.wicleancities.org
Wisconsin Clean Cities | 231 W. Michigan St., P321 | Milwaukee, WI 53203 | (414) 221-4958 | info@wicleancities.org

Updated September 2018
Entering into Natural Gas Transport Savings Contract w/Wood River Energy

BACKGROUND INFORMATION: Natural gas customers have the ability to buy natural gas from third parties as a commodity. Wood River Energy is a third-party natural gas transportation service company. WE Energies still transports the gas for such customers from interstate pipeline connections, and bills customers for the delivery and administration. Wood River Energy would bill the county for just the natural gas, at a guaranteed 5% discount. There is a monthly fee for an additional meter. It is being proposed to enter into a 3-year contract for natural gas transport at just the Administration Center and Justice Center. The contract would commence in November, 2020.

ANALYSIS: The overall savings to the County is approximately $5,000 annually; $3,625 at the Justice Center, and $1,360 at the Administration Center. There is no harm to WE Energies, as WE Energies makes it's money on distribution, not on the cost of natural gas.

FISCAL IMPACT:
Balance Current Year: Next Year’s Estimated Cost: ($5,000)

FUNDING SOURCE: N/A

RECOMMENDED MOTION: Approve Natural Gas Transport Contract w/Wood River Energy

ATTACHMENTS:
- Ozaukee County (GS) (PDF)
NATURAL GAS SALES AGREEMENT
Dated December 9, 2019

Seller:
WOODRIVER ENERGY, L.L.C.
3300 E. 1st Ave., Ste 600
Denver, CO 80206-5809
Attn: Jon O’Malley
Phone: 720-252-7948
Email: jon.omalley@woodriverenergy.com

Buyer:
Ozaukee County
121 W Main St.
Port Washington, WI 53074
Attn: Jason Wittek, Policy and Budget
Phone: 262-284-8324
Email: jwittek@co.ozaukee.wi.us

Bill To Attn: __________________________
Address: __________________________
Bill to Email: __________________________

Term: 3 Years Beginning November 1, 2020 ("the effective date")

Pipeline: ANR
LDC: Wisconsin Gas
Facility Name/Address:
Justice Center – 1201 S Spring St., Port Washington WI 53074
Administration - 121 W Main St., Port Washington WI 53074

Acct: 4460-785-517
Meter: WG1085146

Acct: 9294-522-150
Meter: WG1886569

Contract Price: The contract price for the initial term shall be 95% of LDC applicable PGA rate for natural gas service. The price after the initial year and any subsequent term shall be the WRE Price Protection Program plus any and all appropriate LDC distribution fees, franchise fees and taxes.

Special Provisions:
(1) In addition to the contract price stated above Buyer is responsible for all transportation charges, fees and any and all taxes to effectuate delivery of gas to Buyer. Any tariff changes effecting transportation cost shall be the responsibility of Buyer and will be subject to the savings under Contract Price.
(2) If applicable, provided such costs are reasonable, Seller shall initiate to have installed and shall pay for all necessary equipment to convert to Wisconsin Gas’s natural gas transportation program. Such cost shall include the installation of a 120 volt outlet by the meter and Wisconsin Gas’s fee for metering equipment. Once installed Buyer shall own and maintain the 120 volt outlet for the purposes of gas transportation.
(3) In the event of a Pipeline tariff change, Pipeline business process change, Pipeline operational change, Federal, State or Local Government regulation or any Governmental legislation that impacts Seller’s cost to deliver gas to Buyer (currently included in the above stated price structure with regards to delivery of gas to the utility, transportation, service or on-system delivery), Seller reserves the right to adjust the Price to reflect the changes.

This Agreement is subject to the General Terms and Conditions as described on page 2 of this agreement.

WOODRIVER ENERGY, L.L.C.
(Seller)

By: Jo Nanette Moak
Title: Administrative Manager
Date: __________________________

Ozaukee County
(Buyer)

By: Jason Wittek
Title: Policy and Budget
Date: __________________________
WHEREAS, Buyer desires to buy and Seller desires to sell natural gas, Buyer and Seller enter into the Agreement set out below:

1. Term: Unless otherwise stated on the front of the Agreement, this Agreement shall renew automatically for a Term of (1) year and year-to-year thereafter unless terminated by either party by providing 30 day written notice prior to the end of the initial Term or any subsequent anniversary date.

2. Quantity: Seller agrees to sell and Buyer agrees to purchase 100% of the natural gas requirements of Buyer.

3. Transportation: Seller shall arrange for transportation to the delivery point and Buyer shall arrange for subsequent transportation from the delivery point.

4. Imbalances: Buyer and Seller shall use best efforts to avoid imbalances and imbalance penalties (if any). Should either Buyer or Seller receive an imbalance penalty charge from the transporting pipeline or LDC, Seller shall determine the validity of the charges. If the Buyer’s failure to accept a quantity of gas equal to Seller’s nomination, then Buyer shall pay for or reimburse Seller for such imbalance charges. If the Seller fails to deliver the quantity of gas equal to the Buyer’s confirmed nomination then the cost is incurred shall be the liability of the Seller. In the event, the local distribution company changes their rules regarding nominating, balancing and imbalances that renders the agreement unenforceable, Seller reserves the right to renegotiate and/or terminate the agreement with written notice to the Buyer.

5. Billing and Payment: Seller shall e-Bill the Buyer on the earliest practicable date each month showing the quantity of gas billed for the previous month’s bill period and sum payable by ACH to Seller from Buyer. Buyer may pay by ACH to Seller the sum shown by each billing, including sales, use, franchise and excise taxes and all other governmental impositions relative to the sale or consumption of natural gas, based on net fifteen (15) days from the billing date. With the exception of e-Bill arrangements all monthly billing may be subject to a $5.00 per month per invoice processing fee. Billing unpaid when due shall be subject to a late charge of Ten Dollars ($10.00) plus interest at the rate of one and one half percent (1 1/2%) per month or the maximum rate allowed by law, whichever is less. Seller utilizes PayTrace for credit card transactions and a 2.9% convenience fee will be charged on the total invoice for such credit card payments from Buyer.

6. Credit Requirements: Buyer shall make credit arrangements satisfactory to the Seller, which may include providing a deposit, prepayments, Letter of Credit, or other security as requested by Seller. Seller reserves the right to review such credit arrangements at any time before, or during the term of this contract. If Buyer fails to make credit arrangements satisfactory to Seller, Seller at sole discretion may terminate this contract and/or suspend deliveries hereunder upon five (5) business days prior to notice to Buyer.

7. Event of Default: In the event of Default by either party, the Defaulting Party or its guarantor hereby agrees that the other party shall have the right, at its sole election, to immediately withhold or suspend deliveries or payments upon written notice and/or to terminate and liquidate the transactions under this Agreement in good faith and in a commercially responsible manner, and to assess and apply all costs of liquidation and early termination to the Defaulting Party, in addition to any and all other remedies available hereunder.

8. Waiting Period: Buyer shall have two business days from the date of Buyer signature to call 1-888-510-9315 to terminate the agreement without penalty.

9. Title & Possession: Buyer shall take title, possession and control of the gas no later than at the Point of Delivery.

10. Force Majeure: An event of Force Majeure shall not excuse either party from liquidation damages related to the settlement of any Basis or Fixed Price related to quantities. Force Majeure means acts of God, strikes, lock outs, or other industrial disturbances including those involving or affecting parties producing or transporting gas for Seller.

11. Laws and Regulation: This Agreement, each of its provisions, and all supplements amendments or addenda to it are subject to all valid, applicable federal and state laws and to the orders, rules and regulations of any duly constituted regulatory body or authority, state or federal, having jurisdiction. The laws of the state of Colorado shall govern in interpretation and performance of this Agreement. Venue for any action tried hereunder shall be in Denver County, Colorado, whether in federal or state court.

12. Assignment: Buyer may not assign any of its rights or obligations under this Agreement; except that Buyer may assign this Agreement in connection with the sale or transfer of the real property associated with the delivery point hereunder, provided that Seller shall have received written notice from Buyer thereof, and Seller shall have been provided with certified copies of the instruments properly evidencing such sale or transfer, and further provided that any such proposed assignee shall have satisfied the credit requirements of this Agreement and shall have executed and delivered to Seller all documents required by Seller in order to be bound by this Agreement. Any assignment by Buyer in accordance with the foregoing sentence shall not become effective until the first day of the calendar month next following the date upon which all of the foregoing requirements have been satisfied. As energy and natural gas are necessities of the Buyer, an Asset sale of the business whereby the Buyer is no longer operating, Buyer shall deem this natural gas contract as an Asset of the business and the Agreement shall be Assigned to the new entity. Seller may assign this Agreement and any or all sums payable by Buyer hereunder upon notice to Buyer of such as assignment, and without limiting the foregoing, Buyer hereby consents to the pledge and collateral assignment of this Agreement by Seller to Shell Energy North America (USA), L.P. and its successors and assigns. Upon notice to Buyer of any such assignment by Seller, Buyer shall pay all sums due hereunder to such assignee without offset, counterclaim or defense of any kind.

13. Confidentiality: The parties agree to keep the terms of this Agreement and of any transaction hereunder, including but not limited to, the Base Contract Price, the Monthly Quantity, and the Term, confidential, except as may be required to effectuate transportation of the gas or to meet the requirements of a state or federal regulatory agency having jurisdiction over the matter for which information is sought.

14. Agreement & Confirmation: in order to make timely transactions, any subsequent transactions in e-mail or a telephone conversation with the offer and acceptance constituting an agreement of the parties. The parties shall be legally bound from the time they agree to the transaction terms and may each rely thereon. Seller’s confirmation will be deemed conclusive and will bind Buyer and Seller if not received by the end of the second business day following Buyer’s receipt of the confirmation.

15. Limitations: FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY’S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED.

16. Disclaimer: The Seller nor any of its employees or affiliates is acting as a Broker, Dealer or Commodity Trading Advisor, and no such person is registered as a Commodity Trading Advisor. Seller is not advising Buyer concerning the use of any registered futures contract or standardized instrument for future delivery on any exchange. Buyer acknowledges that all decisions related to energy transactions are authorized and executed based upon the Buyer’s full knowledge and independent action and confirms that Buyer is an “eligible contract participant” as defined by the CEA.

Buyer’s Initials

This Sales Agreement is considered proprietary and confidential.