



156 East First Street
New Richmond, WI 54017
Ph 715-246-4268 Fax 715-246-7129
www.newrichmondwi.gov

June 25, 2015

CALL OF MEETING TO THE MEMBERS OF THE COUNCIL OF THE CITY OF NEW RICHMOND

Notice is hereby given that there will be a Special Session of the Council of the City of New Richmond on Monday, June 29, 2015 at 5:00 p.m. in Lower Conference Room #1 of the Civic Center, 156 East First Street, New Richmond, WI 54017.

AGENDA:

- 1. Call to Order**
- 2. Clerk's Roll Call**
- 3. Pledge of Allegiance**
- 4. Adoption of Agenda**
- 5. Mayor's Appointment – Park Board – Christine Melby**
- 6. Solar Garden**
- 7. North Side Development**
- 8. First Draft - Employee Handbook Sections 1-5**
- 9. Library/Commons Project Update**
- 10. 2016 Budget Goals and Projections**
- 11. Communications and Miscellaneous**
- 12. Closed Session per State Statute 19.85 (1)(c)(e) –**
 - a. Employee Benefit Information and/or Wages in Which the City of New Richmond has Jurisdiction**
 - b. TIF #6**
- 13. Open Session – Action on Closed Session Agenda**
- 14. Resolution #061504 – Authorizing Sale of Real Estate**
- 15. Adjournment**

Fred Horne, Mayor

cc: The New Richmond News
Northwest Communications
City Website

Mike / Beth:

In response to Mike's direction of June 23, I have reviewed the issues related to personal property tax abatement and site availability. My findings and conclusions are as follows:

1. I spoke with Roger from Bomar Appraisal, Inc. Bomar serves as the City Assessor. Roger is going to review whether the Solar Facility is subject to personal property tax given it will be owned by Solar Investments WI, LLC. As you will note from the Site Agreement, the City is granting an easement to Solar Investments WI, LLC and the LLC will be granted the right to install and operate the Facility. The Solar Facility will remain the property of the LLC. Roger indicated that there is generally no personal property tax associated with personal property owned by the City. The City does pay personal property tax on assets it leases (like copiers). However, here the City will not be the owner of the Solar Facility. Roger believes the Solar Facility may be exempt from taxation given its function as a solar utility. However, he is going to review the matter and will get back to me by Friday.
2. The City is not required to enter into a lease with the TID or the Utility. The City owns the parcel on which the Solar Facility will be installed. By the terms of the Site Agreement, the City will be granting to Solar Investments WI, LLC, an easement over a specified area depicted in Exhibit B to the Site Agreement (Exhibit B has not yet been attached in the draft). Presumably, the Site Agreement will be recorded against the parcel. There are no additional obligations imposed upon the Utility or the City other than those contained within the Site Agreement and the Community Solar Garden Project Agreement. Accordingly, no lease is required between the City and any other entity.

Nick

Nicholas Vivian
Attorney



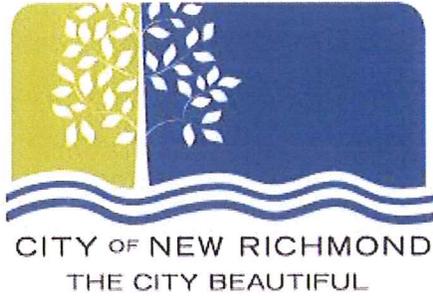
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TO: Mayor and City Council

FROM: Mike Darrow, City Administrator

DATE: June 25, 2015

RE: Solar Garden Project Update

Attached is information pertaining to the solar garden project. This information will be presented to the Plan Commission for site plan approval. Because the site location is within City-owned land, the City Council will need to formally approve (dedicate) this land as part of the process. This formal request will occur at the regularly scheduled Council meeting on July 13, 2015. The purpose of this agenda item is to seek feedback and address questions.

NEW RICHMOND MUNICIPAL ELECTRIC UTILITY

Voluntary Community Solar Pilot (Limited Participation)

Purpose and Availability

Available to any retail metered utility electric customer who subscribes to a Community Solar project (“Project”) by: (i) paying the applicable one-time subscription fee (“Customer Subscription Fee”); and (ii) entering into a Community Solar Participant Agreement with the utility (“Participating Customers”). The principal focus of this Community Solar program is to provide the benefits of local solar photovoltaic Projects to Participating Customers, who in exchange for providing upfront contributions toward the Project cost, receive monthly financial bill credits based upon their levels of contribution and the electrical output (alternating current) of the Project (“Production Credit”). Each Project is sponsored by the utility and developed by WPPI Energy (“WPPI”), the municipal electric company of which the utility is a member.

Application

Under this program, WPPI will own or purchase the output of one or more Projects totaling in the aggregate 1,000 kW or less. Each Project will: (i) consist of a photovoltaic electric generating installation having a generating capacity nameplate rating of not less than 100 kW and not more than 1,000 kW (“Project Nameplate kW”); (ii) have an executed interconnection agreement with the utility; and (iii) be located in the utility’s electric service territory.

Each Participating Customer in a Project will pay the applicable Customer Subscription Fee to the utility. The Customer Subscription Fee will be based upon the Participating Customer's participation level in a Project (“Customer Subscription kW”), which will be available in whole increments of solar panels up to a maximum of 10 kW per customer service address. Subscribers will be enrolled on a first come, first served basis.

Customer Subscription Fee and Production Credit Rate:

For the term of the Community Solar Participant Agreement, which shall not be less than 20 years from the date of commercial operation of a Project, each Participating Customer will receive a monthly production-related credit on their retail electric bill in an amount calculated as follows:

$$\frac{\text{Customer Subscription kW}}{\text{Project Nameplate kW}} \times \text{Monthly Project Energy Production (kWh)} \times \text{Rate}(\$/\text{kWh})$$

For [[Utility] Community Solar Project I] the Customer Subscription Fee is \$[XXXX] per kW.

The Rate is \$0.095 per kWh for the term of the Community Solar Participant Agreement. . .

EFFECTIVE:

PSCW AUTHORIZATION:

All Customer Subscription Fees paid to the utility by Participating Customers will be forwarded to WPPI and used by it to offset the costs of funding the Project to which the Customer Subscription Fees apply. WPPI will fund the balance of this program, including all monthly credits to Participating Customers. Subscriptions will be cancelled and Customer Subscription Fees refunded to Participating Customers if the Project does not reach commercial operation.

Subscription Transfer:

A Participating Customer may transfer some or all of the Customer Subscription kW in a Project by completing a notification of transfer form provided by the utility: (i) transferring the Customer Subscription kW (and monthly Production Credits) to another electric service address owned or occupied by the Participating Customer within the utility's service territory; or (ii) transferring the Customer Subscription kW (and monthly Production Credits), and assigning their rights under the Community Solar Participant Agreement to another electric customer of the utility. In either case, the maximum aggregate kW subscription level of 10 kW per customer service address shall apply to the transferee service address following the transfer. For transfers that do not coincide with the Utility's billing cycle, the production-related credits for the month in which the transfer occurs will be applied to the transferee's bill.

If a Participating Customer ceases to be an electric customer of the utility, and does not transfer the Customer Subscription kW using one of the options described above, then the Customer Subscription kW (and monthly Production Credits) shall be applied to the succeeding electric account holder of the service address, provided the succeeding electric account holder executes a Community Solar Participant Agreement within 90 days of opening their electric account. If the new utility account holder does not sign a Community Solar Participating Agreement within 90 days of opening their electric account, then the Customer Subscription kW (and monthly Production Credits) shall cease to be applied to any customer utility account.

No refund of any portion of the Customer Subscription Fee will be paid to a Participating Customer by the utility upon transfer or termination.

Terms and Conditions

1. In addition to the Rate above, all terms and conditions of delivery of the applicable rate schedule under which the customer is currently served are applicable.
2. Each Participating Customer must enter into a Community Solar Participant Agreement with the utility. The Community Solar Participant Agreement will have a term of not less than 20 years, as determined by WPPI, from the commercial operation date of the Project.
3. . All Project capacity and energy produced, and all Project environmental attributes remain the property of WPPI.
4. The utility will use meter data measuring the output of the Project to calculate the monthly credit due to each Participating Customer, which will be included as a Production Credit on the Participating Customer's utility bill. The monthly Production Credit will not exceed the total monthly utility bill. Any excess Production Credit will be rolled over and applied to the next month's utility bill, provided that: (i) no excess Production Credit will be rolled over from one calendar year to another; and (ii) the maximum Production Credit applied to the last monthly utility bill during the term of the Community Solar Participant Agreement is the

EFFECTIVE:

PSCW AUTHORIZATION:

amount of the monthly utility bill prior to application of the Production Credit. The month to which the Project Production Credit is applicable will not necessarily match the billing period for the retail electric service bill in which the Project Production Credit is applied.

5. The utility will use commercially reasonable efforts to ensure that WPPI causes the Project to be operated and maintained in a manner consistent with prudent utility practice.
6. This program is limited and subject to WPPI's development of Projects and the maximum subscription capacity of each Project determined by WPPI.

DRAFT

RIVER FALLS MUNICIPAL UTILITIES

COMMUNITY SOLAR PARTICIPANT AGREEMENT

This Community Solar Participant Agreement ("Agreement") is made and entered into as of _____, 2015 ("Effective Date"), by and between River Falls Municipal Utilities ("Utility") and the utility customer at the service address identified as follows ("Participating Customer") (Utility and Participating Customer collectively referred to as "the Parties"):

Customer Name : _____

Service Address: _____

Customer Subscription kW: # of panels _____ [x] watts per panel = _____ watts

1. **Community Solar Participation.** Pursuant to its Community Solar tariff ("Tariff"), Utility agrees to provide to Participating Customer on its utility bill for the service address listed above (the "Service Address"), production-related credits ("PRCs") allocated (as provided in Section 3 below) from the electric production (alternating current) of Utility [Community Solar Project I] with a nameplate capacity of [xxx kW] ("Project Nameplate kW") located in the Utility's service territory at [address] ("Project").
2. **Consideration.** As consideration for Participating Customer's right to receive PRCs pursuant to this Agreement, Participating Customer has paid to Utility the sum of [\$000] per panel ("Customer Subscription Fee") upon execution of this Agreement. In the event the Project does not reach commercial operation, Participating Customer will be refunded the entire Customer Subscription Fee.
3. **PRC Allocation.** Commencing with commercial operation of the Project, the utility will calculate and Participating Customer will receive monthly PRCs on the utility bill for the Service Address, determined as provided in Utility's Tariff. For purposes of the PRC credit calculation, the Rate will be [\$0.xxx/kWh].
4. **Additional Agreements.** The Parties further acknowledge and agree that:
 - 4.1 **Utility Service.** Customer acknowledges that nothing in this Agreement will be deemed to alter or modify any rate, charge, term or condition of the electric service provided by Utility to Participating Customer or to modify Participating Customer's rights and obligations as a customer of Utility. All of Utility's rates, charges, terms and conditions of electric service, including the Tariff, will remain subject to change in accordance with applicable law at any time.
 - 4.2 **Tax Benefits and Environmental Attributes.** Participating Customer acknowledges that they have no right to and do not expect to receive any tax benefits which might be created by construction or operation of the Project. Participating Customer also acknowledges that the Project is owned or contracted for by Utility's wholesale provider, WPPI Energy ("WPPI"), and agrees that the Project capacity and energy produced and all Project Environmental Attributes remain the property of WPPI. The term "Environmental Attributes" means any direct or indirect economic, regulatory or other legal benefit derived from ownership or production of energy produced using renewable resources (including, without limitation, solar energy), and includes emissions credits and any other environmentally related or derived benefits, such as emission reductions, credits or allowances resulting from the replacement of an emitting resource with a non-emitting resource that are, or in the future may be, recognized by any governmental authority or private party, and that are attributable to the production of renewable energy from the Project.

4.3 Disclaimers and Warranties. Customer recognizes that not all Project production risk factors are within Utility's or WPPI's control. **ALL WARRANTIES RELATING TO THE PROJECT, ITS EQUIPMENT, PERFORMANCE, AND OUTPUT OF ANY KIND WHATSOEVER, EXPRESS, IMPLIED AND STATUTORY, ARE HEREBY DISCLAIMED.**

4.4 Project Availability. Utility will use commercially reasonable efforts to ensure that WPPI causes the Project to be operated and maintained in a manner consistent with prudent utility practice. Participating Customer is receiving PRCs based on actual electric energy production from the Project, and interruption due to events beyond the reasonable control of the Utility is not a breach of Utility's duty under this Agreement if performance as agreed herein is made impracticable by such events. In the event of an interruption of Project production, the Utility will make commercially reasonable efforts to ensure that WPPI causes restoration of Project operation as soon as reasonable under the circumstances, recognizing that in cases of force majeure, restoration of Project operation may be impracticable or impossible.

4.5 Information. Utility has provided Participating Customer with information regarding the Project, Participating Customer acknowledges receipt of that information and confirms that Utility has offered Participating Customer an opportunity to ask questions about the Project and Utility has responded to those questions.

4.6 Entire Agreement. This Agreement (with references to the Tariff) constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous proposals, whether oral or written, negotiations, representations, commitments, writings and all other communications between the Parties. Subject to then-applicable provisions of the Tariff, this Agreement may not be released, discharged or modified except by an instrument in writing signed by a duly authorized representative of each of the Parties.

4.7 Assignment and Transfer. Participating Customer will not assign their interest in PRCs or this Agreement without the consent of Utility.

4.8 Governing Law. This Agreement will be deemed to have been made in, and construed under, Wisconsin law, without regard to the principles of conflicts of laws thereof. The Parties may seek recourse regarding a dispute or complaint relating to this Agreement with the Public Service Commission of Wisconsin. Subject to the preceding sentence, the Parties acknowledge and agree that a court of competent jurisdiction located in Dane County, Wisconsin will have exclusive jurisdiction in an action or proceeding arising under or relating to this Agreement.

5. Term. This Agreement will be effective as of the Effective Date listed above, and will continue for a period ending 20 years after the date of first commercial operation of the Project, determined by WPPI, unless terminated earlier in accordance with the Tariff.

RIVER FALLS MUNICIPAL UTILITIES

CUSTOMER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

**NEW RICHMOND MUNICIPAL ELECTRIC UTILITY
COMMUNITY SOLAR PARTICIPANT AGREEMENT**

This Community Solar Participant Agreement ("Agreement") is made and entered into as of _____, 2015 ("Effective Date"), by and between New Richmond Municipal Electric Utility ("Utility") and the utility customer at the service address identified as follows ("Participating Customer") (Utility and Participating Customer collectively referred to as "the Parties"):

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 - 4.1 **Utility Service.** Customer acknowledges that nothing in this Agreement will be deemed to alter or modify any rate, charge, term or condition of the electric service provided by Utility to Participating Customer or to modify Participating Customer's rights and obligations as a customer of Utility. All of Utility's rates, charges, terms and conditions of electric service, including the Tariff, will remain subject to change in accordance with applicable law at any time.
 - 4.2 **Tax Benefits and Environmental Attributes.** Participating Customer acknowledges that they have no right to and do not expect to receive any tax benefits which might be created by construction or operation of the Project. Participating Customer also acknowledges that the Project is owned or contracted for by Utility's wholesale provider, WPPI Energy ("WPPI"), and agrees that the Project capacity and energy produced and all Project Environmental Attributes remain the property of WPPI. The term "Environmental Attributes" means any direct or indirect economic, regulatory or other legal benefit derived from ownership or production of energy produced using renewable resources (including, without limitation, solar energy), and includes emissions credits and any other environmentally related or derived benefits, such as emission reductions, credits or allowances resulting from the replacement of an emitting resource with a non-emitting resource that are, or in the future may be, recognized by any governmental authority or private party, and that are attributable to the production of renewable energy from the Project.

4.3 Disclaimers and Warranties. Customer recognizes that not all Project production risk factors are within Utility's or WPPI's control. **ALL WARRANTIES RELATING TO THE PROJECT, ITS EQUIPMENT, PERFORMANCE, AND OUTPUT OF ANY KIND WHATSOEVER, EXPRESS, IMPLIED AND STATUTORY, ARE HEREBY DISCLAIMED.**

4.4 Project Availability. Utility will use commercially reasonable efforts to ensure that WPPI causes the Project to be operated and maintained in a manner consistent with prudent utility practice. Participating Customer is receiving PRCs based on actual electric energy production from the Project, and interruption due to events beyond the reasonable control of the Utility is not a breach of Utility's duty under this Agreement if performance as agreed herein is made impracticable by such events. In the event of an interruption of Project production, the Utility will make commercially reasonable efforts to ensure that WPPI causes restoration of Project operation as soon as reasonable under the circumstances, recognizing that in cases of force majeure, restoration of Project operation may be impracticable or impossible.

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4.8 Governing Law. This Agreement will be deemed to have been made in, and construed under, Wisconsin law, without regard to the principles of conflicts of laws thereof. The Parties may seek recourse regarding a dispute or complaint relating to this Agreement with the Public Service Commission of Wisconsin. Subject to the preceding sentence, the Parties acknowledge and agree that a court of competent jurisdiction located in Dane County, Wisconsin will have exclusive jurisdiction in an action or proceeding arising under or relating to this Agreement.

5. Term. This Agreement will be effective as of the Effective Date listed above, and will continue for a period ending 20 years after the date of first commercial operation of the Project, determined by WPPI, unless terminated earlier in accordance with the Tariff.

NEW RICHMOND MUNICIPAL ELECTRIC UTILITY

CUSTOMER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

**SITE AGREEMENT
for
SOLAR PHOTOVOLTAIC FACILITY
AND INTERCONNECTION FACILITIES**

by and between

Solar Investments WI, LLC.

and

City of New Richmond

dated

_____, 2015

TABLE OF CONTENTS

	<u>Page</u>
1. EASEMENT PREMISES AND RIGHTS.	1
2. TERM.....	2
3. RENT.	2
4. INSTALLATION OF THE SOLAR FACILITY.	2
5. USE OF EASEMENT PREMISES.	3
6. PERMITS; COMPLIANCE WITH LAWS.....	3
7. OWNERSHIP OF SOLAR FACILITY.....	3
8. OWNERSHIP OF OUTPUT, GREEN ATTRIBUTES AND ENVIRONMENTAL FINANCIAL INCENTIVES.	4
9. DEFAULT.	4
10. REPRESENTATIONS, WARRANTIES AND COVENANTS OF GRANTOR.	4
11. REPRESENTATIONS, WARRANTIES AND COVENANTS OF SUNVEST.....	6
12. TAXES.....	6
13. INSURANCE.....	6
14. LIABILITY AND INDEMNITY.....	8
15. CASUALTY OR CONDEMNATION.	9
16. ASSIGNMENT.....	9
17. REMOVAL OF SOLAR FACILITY.....	10
18. QUIET ENJOYMENT.....	10
19. FORCE MAJEURE.....	10
20. MISCELLANEOUS.....	10

- Exhibit A – The Property
- Exhibit B – Site Plan Depicting the Easement Premises
- Exhibit C – Solar Facility Specifications
- Exhibit D – Secured Party Protection

**SITE AGREEMENT
FOR
SOLAR PHOTOVOLTAIC FACILITY
AND INTERCONNECTION FACILITIES**

This Site Agreement for Solar Photovoltaic Facility and Interconnection Facilities (this “Site Agreement”) is made and entered into as of March 9, 2015 (“Effective Date”), between Solar Investments WI, LLC., a Wisconsin limited liability company (“SunVest”), and the City of New Richmond (“Grantor”) (each a “Party” and collectively, the “Parties”).

RECITALS

- A. Grantor owns certain real property located at [INSERT PROPERTY ADDRESS] (the “Property”), as further described in Exhibit A.
- B. SunVest is in the business of installing and operating solar power facilities and selling electric energy generated from such facilities.
- C. Concurrently herewith, SunVest and Grantor’s wholesale power supplier, WPPI Energy (“WPPI”), have entered into a Photovoltaic Power Purchase Agreement calling for: (a) the installation by SunVest of a solar photovoltaic facility with a target nameplate capacity of 100kW-DC (“Solar Facility”) on a portion of the Property; and (b) the sale of electric energy generated by the Solar Facility to WPPI by SunVest (the “Power Purchase Agreement”).
- D. SunVest desires to receive, and Grantor desires to grant, an easement over, under and along a portion of the Property as set forth on Exhibit B (the “Site”), in order to install and operate the Solar Facility on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual benefits from the covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor and SunVest agree as follows:

1. Easement Premises and Rights.

1.1 Easement Premises. Grantor does hereby grant, convey and transfer for the Term a non-exclusive easement (the “Easement”) to SunVest over, under and along the following property pursuant to the terms and conditions hereinafter set forth:

(a) the Site; and

(b) additional areas of the Property for interconnection facilities and other ancillary requirements, as shown as the cross-hatched area of the site and building plans attached hereto as Exhibit B and incorporated herein by reference (the “Additional Premises” and together with the Site, the “Easement Premises”).

1.2 Other Rights. Grantor also grants to SunVest the following rights for a period coinciding with the Term:

(a) A license for right-of-way and access to the Easement Premises across or through the Property and any surrounding or adjacent premises owned, leased or licensed by Grantor, including but not limited to any lobbies, corridors, elevators and stairways of any buildings, passage through which is necessary or convenient to gain access to the Solar Facility or the Easement Premises;

(b) occupancy of the Easement Premises (subject to Grantor access), subject to Section 1.3;

(c) the right to use electric service for Station Power (as defined in Section 10.3) and water service for cleaning the Solar Facility;

(d) the right to temporary use of certain areas of the Property for laydown, construction staging, and operations and maintenance, as may be required during construction and during operation from time to time; and

(e) the right to install, construct, locate, operate, maintain and repair the Solar Facility and any components thereof on the Property, improvements, or structural components of the buildings upon which the Easement Premises are located.

1.3 Access to Easement Premises. SunVest’s access to the Easement Premises shall be subject to reasonable safety and security procedures adopted from time-to-time by Grantor for the Property. Such procedures shall be communicated by Grantor to SunVest in writing. Employees, agents, representatives and invitees of SunVest or WPPI and/or contractors retained by the same (collectively, “Permitted Parties”) shall be permitted access to the Easement Premises. The Permitted Parties shall be permitted to access the Easement Premises twenty-four (24) hours per day, seven (7) days per week. The Permitted Parties shall use the provided or authorized access at the Permitted Parties’ sole risk. Access to the Easement Premises by construction workers, material providers, or agents of the Permitted Parties during construction shall be conducted so as to minimize interference with the operations of Grantor. Grantor reserves the right to revoke access privileges to any person employed or contracted by the Permitted Parties that the Grantor deems to be disruptive, intemperate, unsafe, or who violates any law or unreasonably disobeys any Grantor directive or policy.

2. Term.

2.1 The term of this Site Agreement shall commence as of the Effective Date, and shall terminate on the earliest to occur of: (a) the date that is one hundred eighty (180) days after (i) the “Expiration Date” as defined in and determined pursuant to the Power Purchase Agreement, or (ii) in the event SunVest’s rights in and to this Agreement are assigned to WPPI pursuant to Section 16.1 below, the end of the life of the Solar Facility; or (b) the effective date of a termination of this Site Agreement pursuant to its terms (“Term”).

3. Rent.

3.1 Rent. SunVest shall pay Grantor, as full consideration for the Easement during the Term, One Hundred Dollars (\$100) (the “Rent”), which amount shall be payable in advance on the “Commercial Operation Date” as defined in and determined pursuant to the Power Purchase Agreement.

4. Installation of the Solar Facility.

4.1 Grantor hereby consents to the construction, installation, expansion, operation, maintenance, repair and replacement of the Solar Facility on the Easement Premises by SunVest, including all supporting equipment and structures according to specifications set forth on Exhibit C,

including, without limitation, the installation, operation, maintenance, repair and replacement of solar panels, mounting substrates or supports, wiring and connections, power inverters, service equipment, metering equipment and utility interconnections. During the Term, Grantor shall provide adequate additional space on the Property on a temporary basis for lay down areas in accordance with Section 1.2(d). SunVest shall coordinate installation and construction work on the Solar Facility with Grantor so as to minimize disruption to other occupants of the Property.

4.2 Grantor acknowledges and agrees that the installation of the Solar Facility will require physically mounting and adhering the Solar Facility to the Site and other portions of the Easement Premises and the Property. Notwithstanding the foregoing, Grantor acknowledge and agrees that the Solar Facility shall at all times be owned solely by SunVest, as described in further detail in Article 7. SunVest agrees to provide structural engineers report that the building and roof can handle the weight of the Solar Facility prior to installation.

5. Use of Easement Premises.

5.1 SunVest shall have the right during the Term to use the Easement Premises for the design, construction, installation, expansion, operation, maintenance, repair and replacement of the Solar Facility. SunVest's rights of use of the Easement Premises shall include, but not be limited to: (a) all activities necessary or convenient to operate, monitor, maintain, clean, repair, replace and dispose of part or all of the Solar Facility; (b) addition and/or removal of equipment as needed to repair or increase or decrease the capacity of the Solar Facility; (c) tours of the Easement Premises with guests of SunVest or WPPI for promotional purposes during normal business hours and at other times as are reasonably acceptable to the Grantor; and (d) performance, through its own employees or through other agents or contractors, of any and all tasks necessary or convenient, as reasonably determined by SunVest, to carry out the activities set forth in clauses (a) through (d) of this Article 5.

6. Permits; Compliance with Laws.

6.1 SunVest will obtain all governmental permits, licenses, certificates, approvals, variances and other entitlements for use necessary for the construction, installation, expansion, operation, maintenance, repair, removal and replacement of the Solar Facility pursuant to this Site Agreement (collectively, "Permits"). Grantor consents to any action taken by SunVest in applying for any and all such Permits, and Grantor shall provide all assistance necessary or convenient to support SunVest's efforts to obtain Permits, including, without limitation, joining or otherwise acknowledging any application or filing for any Permits. SunVest shall perform its obligations under this Site Agreement in accordance with all applicable laws, rules, codes and ordinances.

7. Ownership of Solar Facility.

7.1 The Solar Facility shall be and remain SunVest's personal property at all times and shall not be a fixture on the Property. The Solar Facility and its components may not be sold, leased, assigned, mortgaged, pledged or otherwise alienated or encumbered by Grantor, or with Grantor's fee or other interest in the Property. Grantor shall not cause or permit the Solar Facility or any part thereof to become subject to any lien, encumbrance, pledge, levy or attachment arising by, under or through Grantor. Grantor shall indemnify SunVest against all losses, claims, costs and expenses (including reasonable attorneys' fees) incurred by SunVest in discharging and releasing any such lien, encumbrance, pledge, levy or attachment arising by, under or through Grantor. Subject to the terms and conditions of this Site Agreement and the Power Purchase Agreement, the Parties acknowledge and agree that the Solar Facility may remain in use on the Site until the end of the Term, subject to any repair or replacement of the Solar Facility by SunVest in accordance with this Site Agreement or the Power Purchase Agreement.

8. Ownership of Output, Green Attributes and Environmental Financial Incentives.

8.1 Grantor and SunVest acknowledge and agree that, except as may be otherwise agreed between Grantor and WPPI, Grantor shall have no claim, right or title whatsoever in or to any of the output, incentives or attributes associated with the Solar Facility.

9. Default.

9.1 In the event of a Party's material breach of any performance obligation hereunder or material breach of any representation, warranty, covenant or term of this Site Agreement, the non-defaulting Party shall provide the defaulting Party with written notice of the default, which notice shall describe the default in reasonable detail. From receipt of written notice of default, the defaulting Party shall have ten (10) days to cure any payment default, and thirty (30) days to cure any other material breach or default; provided, however, that with respect to non-payment defaults, the cure period may be extended by not more than an additional ninety (90) days, so long as the defaulting Party has begun curative action and is continuing to proceed diligently, using commercially reasonable efforts, to complete such curative action. If an event of default has occurred and is continuing, then following the expiration of any applicable cure period, the non-defaulting Party may, at its discretion: (a) seek damages or specific performance from a court of appropriate jurisdiction; or (b) terminate this Site Agreement.

10. Representations, Warranties and Covenants of Grantor.

10.1 Authorization; Enforceability. The execution and delivery by Grantor of, and the performance of its obligations under, this Site Agreement have been duly authorized by all necessary municipal authority, corporate or other action, do not and will not require any further consent or approval of any other Person, and do not contravene any provision of, or constitute a default under, any indenture, mortgage or other material agreement binding on Grantor or any valid order of any court, or regulatory agency or other body having authority to which Grantor is subject, and this Site Agreement constitutes the legal and valid obligation of Grantor, enforceable against Grantor in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency, bank moratorium or similar laws relating to or affecting creditors' rights generally and general principles of equity, whether such enforceability is considered in a proceeding in equity or at law.

10.2 Grantor's Title to Property. Grantor represents and warrants that Grantor has lawful fee title to the Property and the Easement Premises and full right to enter into this Site Agreement, and covenants to maintain the same during the Term of this Site Agreement. To the best of Grantor's knowledge, there are no existing conditions or use restrictions that prevent the construction, installation or operation of the Solar Facility on the Property or the Easement Premises. Grantor represents and warrants to SunVest that, as of the date hereof, there are no: (a) monetary liens or leases encumbering the Property; or (b) other encumbrances on the Property that might limit Grantor's ability to enter into this Site Agreement or that might prevent the construction, installation or operation of the Solar Facility on the Property or the Easement Premises. In addition to the foregoing, with respect to any real property on which the Solar Facility is to be installed, if Grantor has an existing mortgage or other monetary lien on such real property ("Mortgage") or enters into a Mortgage after the Effective Date, Grantor and SunVest shall enter into a non-disturbance and attornment agreement with the holder of such Mortgage on mutually agreeable terms and conditions, and Grantor and SunVest shall not unreasonably withhold, delay, or condition execution or other consent to such agreement. The Parties acknowledge and agree that without such an agreement by any superior Mortgage holder SunVest may not be able to finance and build the Solar Facility on the Site. In the event any such agreement by any superior Mortgage holder cannot be obtained, this Site Agreement may be terminated by SunVest without triggering the default

provisions of this Site Agreement and neither Party shall have any liability to the other Party under this Site Agreement.

10.3 Utilities. Grantor shall provide SunVest with Station Power during the Term. For purposes of this Site Agreement, “Station Power” shall mean electric energy consumed in the installation, construction, testing, start-up, repair, maintenance, replacement, operation and removal of the Solar Facility, which is distinct from the alternating current output of the Solar Facility.

10.4 Insolation. Grantor acknowledges and agrees that the Solar Facility’s unobstructed access to sunlight (“Insolation”) is essential to SunVest and is a material inducement to SunVest to enter into this Site Agreement. Accordingly, Grantor shall not cause, permit, or suffer any interference with Insolation on or at the Easement Premises or otherwise in relation to the Solar Facility. Without limiting the foregoing, Grantor shall not: (a) construct or permit to be constructed any structure on the Property that could adversely affect Insolation levels at the Easement Premises or otherwise to the Solar Facility; (b) permit the growth of foliage that could adversely affect Insolation levels at the Easement Premises or otherwise to the Solar Facility; or (c) emit, permit or suffer the emission of suspended particulate matter, smoke, fog, steam or any other airborne impediments to Insolation at the Easement Premises or otherwise to the Solar Facility. If Grantor becomes aware of any potential development or other activity on adjacent or nearby properties that could diminish the Insolation to the Easement Premises or the Solar Facility, Grantor shall advise SunVest of such information and shall reasonably cooperate with SunVest in reasonable measures taken by SunVest in an attempt to preserve existing levels of Insolation at the Easement Premises or otherwise in relation to the Solar Facility. Notwithstanding any other right or remedy provided for herein, the Parties agree that SunVest would be irreparably harmed by Grantor’s breach of its obligations under this Section 10.4 and that an award of damages would be inadequate to remedy such a breach, and that therefore SunVest shall be entitled to equitable relief, including specific performance, to compel Grantor’s compliance with the provisions of this Section 10.4, without proof of any damages or posting of any bond or similar security.

10.5 No Interference with and Protection of Solar Facility. Grantor will not conduct activities on, in or about the Property, the Site or the Easement Premises that may cause damage to, impairment of, or otherwise adversely affect the Solar Facility. Grantor shall take all reasonable steps to limit access to the Easement Premises to: (a) SunVest and SunVest’s employees, invitees, agents and representatives; (b) WPPI and WPPI’s employees, invitees, agents and representatives, and (c) Grantor and its employees and agents as is necessary in the conduct of Grantor’s business operations, or for safety, security or emergency purposes; provided, however, that Grantor shall have no right to operate the Solar Facility. Grantor shall implement and maintain reasonable and appropriate security measures on the Property to: (i) prevent Grantor’s employees, invitees, agents and representatives, and other unrelated third-parties, from having access to the Easement Premises or the Solar Facility, except to the extent permitted by Section 10.5(b) and (c); and (ii) prevent from occurring any theft, vandalism or other actions that may cause damage to, impairment of, or otherwise adversely affect the Solar Facility. Grantor, at its sole cost, shall maintain in good order, condition and repair the Property, the Site improvements, and any structural components of any buildings upon which the Easement Premises are located and all other portions of the Easement Premises, including (without limitation) the basic utilities available to the Property, but specifically excluding the Solar Facility and all components thereof.

10.6 Hazardous Materials. To the best of Grantor’s knowledge, there are no substances, chemicals or wastes identified as hazardous, toxic or dangerous materials in any applicable law or regulation (“Hazardous Materials”), present on, in or under the Property, the Site or the Easement Premises in violation of any applicable law or regulation. Grantor shall not introduce or use any Hazardous Materials on, in or under the Property, the Site or the Easement Premises in violation of any applicable law or regulation. If Grantor becomes aware of any such Hazardous Materials, Grantor shall

promptly notify SunVest in writing of the type and location of such Hazardous Materials. Grantor shall have full and sole responsibility for (and shall protect, indemnify and defend SunVest against) any liability or cleanup obligations for any contamination or pollution relating to Hazardous Materials or breach of environmental laws related to the Property, including the Easement Premises, unless such contamination, pollution or breach is directly and solely attributable to the actions of SunVest.

11. Representations, Warranties and Covenants of SunVest.

11.1 Authorization; Enforceability. The execution and delivery by SunVest of, and the performance of its obligations under, this Site Agreement have been duly authorized by all necessary corporate or other action, do not and will not require any further consent or approval of any other person, and do not contravene any provision of, or constitute a default under, any indenture, mortgage or other material agreement binding on SunVest or any valid order of any court, or regulatory agency or other body having authority to which SunVest is subject, and this Site Agreement constitutes the legal and valid obligation of SunVest, enforceable against SunVest in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency, bank moratorium or similar laws relating to or affecting creditors' rights generally and general principles of equity, whether such enforceability is considered in a proceeding in equity or at law.

11.2 Hazardous Materials. SunVest shall not introduce or use any Hazardous Materials on, in or under the Property, the Site or the Easement Premises in violation of any applicable law or regulation. If SunVest becomes aware of any such Hazardous Materials, SunVest shall promptly notify Grantor in writing of the type and location of such Hazardous Materials. SunVest shall have full and sole responsibility for (and shall protect, indemnify and defend Grantor against) any liability or cleanup obligations for any contamination or pollution by Hazardous Materials or other breach of environmental laws related to the use of any Hazardous Materials on, in or under the Property, the Site or the Easement Premises that is directly and solely attributable to the actions of SunVest.

12. Taxes.

12.1 SunVest shall pay all personal property taxes [**Note: SunVest has now requested personal property tax abatement**], business or license taxes or fees, service payments in lieu of such taxes or fees, annual or periodic license or use fees, excises, assessments, levies, fees or charges of any kind which are assessed, levied, charged, confirmed, or imposed by any public authority against SunVest in connection with SunVest's occupancy and use of the Easement Premises or the construction, installation, operation, maintenance, repair or replacement of the Solar Facility. Grantor shall be responsible for all other taxes arising under or related to this Site Agreement, including, without limitation, all real property taxes relating to the Property, the Site, and the Easement Premises, all taxes computed upon the basis of the net income of Grantor or payments derived from the Property, the Site, and the Easement Premises by Grantor, and all business or license taxes or fees, service payments in lieu of such taxes or fees, annual or periodic license or use fees, excises, assessments, levies, fees or charges of any kind which are assessed, levied, charged, confirmed, or imposed by any public authority against Grantor in connection with Grantor's grant of the Easement Premises to SunVest.

13. Insurance.

13.1 SunVest's Liability and Other Insurance. SunVest shall, during the Term, obtain, maintain and keep in full force and effect (with Grantor named as additional insured therein with respect to the general liability insurance, business automobile liability coverage and excess and/or umbrella liability insurance required below, as its interest may appear) the following insurance applying to the use

and occupancy of the Easement Premises, and the business operated by SunVest thereon in the following amounts:

(a) Worker's Compensation. If SunVest has employees, SunVest shall maintain worker's compensation insurance in accordance with federal and state statutory requirements.

(b) Commercial General Liability. Commercial general liability insurance including bodily injury, property damage, products/completed operations, contractual and personal injury liability with a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence and at least Two Million Dollars (\$2,000,000) annual aggregate.

(c) Business Automobile Liability. Business automobile liability insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than One Million Dollars (\$1,000,000) per occurrence.

(d) Excess and/or Umbrella Liability. Excess and/or umbrella liability insurance to apply excess of the Commercial General Liability and Business Automobile Liability policies and limits specified above, with a combined single limit of at least Five Million Dollars (\$5,000,000) per occurrence.

(e) Property Insurance. Property insurance, fire, and extended coverage form in an amount equal to the full replacement value of the Solar Facility and all other personal property of SunVest located on or in the Easement Premises, including improvements hereinafter constructed or installed.

13.2 Grantor's Property Insurance; Liability Insurance; Worker's Compensation. Grantor represents that it maintains and covenants that it shall maintain during the Term: (a) property insurance sufficient to insure it against loss or destruction of the Easement Premises, including losses occasioned by operation of the Solar Facility, whether or not involving the fault of SunVest; (b) general liability insurance including bodily injury, property damage, contractual and personal injury liability with a combined single limit of at least Two Million Dollars (\$2,000,000) per occurrence and at least Two Million Dollars (\$2,000,000) annual aggregate; and (c) worker's compensation insurance in accordance with federal and state statutory requirements.

13.3 Waiver of Subrogation. Grantor and SunVest each release each other and their respective principals, employees, agents and representatives, from any claims for damage or injury to any person or to the Property, including the Site and the Easement Premises, to Grantor's other assets that are on the Property, or to the Solar Facility caused by, or that result from, risks insured against under any insurance policies carried by such Party and in force at the time of any such damage. Grantor and SunVest shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other Party in connection with any damage covered by any policy.

13.4 Insurer. All insurance coverages required hereunder shall be obtained from an insurer with an AM Best rating of A- or better.

13.5 Evidence of Insurance. Promptly upon a Party's request from time to time during the Term, the other Party shall provide current Certificate(s) of Insurance evidencing continuous compliance with all insurance coverages, terms and limits as required herein.

13.6 No Limitation of Liability. The types and amounts of any insurance required herein shall not serve to limit the total liability of Grantor or SunVest, as applicable, under any warranty or

indemnity provision of this Agreement or any other obligation one Party may have to the other. The Party holding insurance hereunder is solely responsible for any policy deductibles or retentions associated therewith.

13.7 Notice of Cancellation; Contractors. Each Party shall cause all policies held by it pursuant to this Section 13 to be specifically endorsed to require not less than thirty (30) days written notice of cancellation to the other Party, with an exception of ten (10) days for non-payment of premiums. If either Party engages any contractors in connection with the performance of its activities under this Agreement, that Party shall require such contractors to maintain insurance equal to or better than the coverages required of that Party herein.

14. Liability and Indemnity.

14.1 SunVest Indemnity. SunVest shall indemnify, defend and hold harmless Grantor, its principals, employees, agents and representatives (the “Grantor Indemnitees”) of and from any claim, demand, lawsuit, or action of any kind for injury to or death of persons, and damage or destruction of property, including, but not limited to, property of either SunVest or Grantor, the distribution utility which supplies electricity to the Site (“Distribution Utility”), or other loss or damage incurred by any Grantor Indemnatee, arising out of: (a) negligent acts or omissions or willful misconduct of SunVest, its principals, employees, agents, contractors and representatives; or (b) the material breach by SunVest of any of its obligations, representations, warranties or covenants under this Site Agreement. The obligation to indemnify shall extend to and encompass all costs incurred by any Grantor Indemnatee in defending such claims, demands, lawsuits or actions, including, but not limited to, reasonable attorneys’, witness and expert fees, and any other litigation-related expenses. SunVest’s obligations pursuant to this Section 14.1 shall not extend to claims, demands, lawsuits or actions for liability to the extent attributable to the negligence or willful misconduct of Grantor, any Grantor Indemnatee, or their respective principals, employees, agents and representatives, or to the acts of any third parties. SunVest shall pay any cost that may be incurred by Grantor or the Grantor Indemnitees in enforcing this indemnity, including reasonable attorneys’ fees.

14.2 Grantor Indemnity. Grantor shall indemnify, defend and hold harmless SunVest, its principals, employees, agents and representatives (the “SunVest Indemnitees”) of and from any claim, demand, lawsuit, or action of any kind for injury to or death of persons, and damage or destruction of property, including, but not limited to, property of either SunVest or Grantor, Distribution Utility, or other loss or damage incurred by any SunVest Indemnatee, arising out of: (a) negligent acts or omissions or willful misconduct of Grantor, its principals, employees, agents and representatives; or (b) the material breach by Grantor of any of its obligations, representations, warranties, or covenants under this Site Agreement. The obligation to indemnify shall extend to and encompass all costs incurred by any SunVest Indemnatee in defending such claims, demands, lawsuits or actions, including, but not limited to, reasonable attorneys’, witness and expert fees, and any other litigation-related expenses. Grantor’s obligations pursuant to this Section 14.2 shall not extend to claims, demands, lawsuits or actions for liability to the extent attributable to the negligence or willful misconduct of SunVest, any SunVest Indemnatee, or their respective principals, employees, agents and representatives, or the acts of any third parties. Grantor shall pay any cost that may be incurred by SunVest or the SunVest Indemnitees in enforcing this indemnity, including reasonable attorneys’ fees.

14.3 No Consequential Damages. Notwithstanding any provision in this Site Agreement to the contrary, neither SunVest nor Grantor shall be liable to the other for incidental, consequential, special, punitive or indirect damages, including without limitation, loss of use, cost of capital or increased operating costs, arising out of this Site Agreement whether by reason of contract, indemnity, strict liability, negligence, intentional conduct, breach of warranty or from breach of this Site Agreement.

15. Casualty or Condemnation.

15.1 In the event that any portion of the Property shall be condemned so as to both : (a) make the use of the Easement Premises as described herein impractical as determined by a qualified engineering consultant retained by SunVest; and (b) with respect to any such condemnation of the Easement Premises, qualify as a “constructive total loss” under applicable insurance policies, then either Party may elect to terminate this Site Agreement on not less than thirty (30) days’ prior notice to the other Party effective as of a date specified in such notice, and on the date so specified, this Site Agreement shall expire as fully as if such date were the date set forth above for the expiration this Site Agreement. If neither Party elects to terminate this Site Agreement pursuant to the previous sentence, or if any portion of the Property shall be damaged or destroyed by any occurrence, including, without limitation, by fire, windstorm or other casualty, then Grantor shall repair the damage to the Property and return the Easement Premises to its condition prior to such damage or destruction as soon as commercially practicable following such damage or destruction, except that Grantor shall in no event be required to repair, replace or restore any property of SunVest, including, without limitation, any part of the Solar Facility, which repair, replacement or restoration shall be SunVest’s responsibility (and SunVest shall complete such repair, replacement or restoration as soon as commercially practicable following such damage or destruction). In the event of an award related to eminent domain or condemnation of all or part of the Property, each Party shall be entitled to take from such an award that portion as allowed by law for its respective property interest appropriated as well as any damages suffered thereby. Grantor shall not use its power of condemnation to acquire the Solar Facility or any component thereof.

16. Assignment.

16.1 Assignment by SunVest. SunVest may assign its rights and obligations under this Site Agreement only upon the prior written consent of Grantor, which consent may not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, SunVest may assign its rights and obligations under this Site Agreement without Grantor’s consent to: (a) any Affiliate of SunVest; (b) to any Person succeeding to all or substantially all of the assets of SunVest; (c) as security in connection with any financing transaction entered into by SunVest, subject to Section 16.2, or (d) WPPI. No transfer or assignment pursuant to this Section 16.1 shall relieve SunVest of its obligations under this Site Agreement, unless such assignee assumes in writing the obligations of SunVest hereunder, to the extent the same continues to survive.

16.2 Assignment by SunVest for Financing Purposes. Notwithstanding any provision hereof to the contrary other than the last sentence of Section 16.1 above, SunVest may, without the consent of Grantor, mortgage, grant a security interest in, or otherwise assign any or all of its rights or obligations under this Site Agreement as security in connection with any financing transaction entered into by SunVest relating to this Site Agreement or the Solar Facility, and may collaterally assign this Site Agreement and the Solar Facility to any mortgagees or holders of security interests, including their successors or assigns (collectively, “Secured Parties”); provided, however, that any such collateral assignment of this Site Agreement or the Solar Facility shall not release SunVest from its obligations or liabilities under this Site Agreement. Grantor agrees to: (a) promptly execute any reasonable consents, estoppels, or other documents related to such financing transaction as may be reasonably required by any Secured Parties; and (b) abide by the requirements of Exhibit D with respect to such Secured Parties.

16.3 Assignment by Grantor. Grantor may assign its rights and obligations under this Site Agreement only upon the prior written consent of SunVest, which consent may not be unreasonably withheld, conditioned or delayed; provided, however, that any such assignee: (a) is of equal or greater creditworthiness than Grantor at the time of such assignment; and (b) assumes in writing all obligations of Grantor hereunder and under the Power Purchase Agreement, to the extent the same continues to survive.

Notwithstanding the foregoing, Grantor may assign its rights under this Site Agreement without SunVest's consent to: (i) an Affiliate of Grantor; or (ii) any Person of equal or greater creditworthiness as Grantor succeeding to all or substantially all of the assets of Grantor; provided, however, that any such transferee or assignee assumes in writing all obligations of Grantor hereunder, to the extent the same continues to survive. No transfer or assignment pursuant to this Section 16.3 shall relieve Grantor of its obligations under this Site Agreement unless SunVest shall otherwise agree in writing, on terms acceptable to SunVest in its sole but reasonable discretion.

17. Removal of Solar Facility.

17.1 SunVest shall be entitled, but shall not be obligated, to remove the Solar Facility or any part thereof or any related equipment from the Easement Premises at any time upon reasonable advance notice to Grantor. SunVest shall remove the Solar Facility from the Easement Premises within one hundred eighty (180) days after the expiration of the Term.

17.2 Grantor shall bear the costs of the removal set forth in Section 17.1 if SunVest terminates this Site Agreement pursuant to Section 9.1 due to Grantor's default hereunder.

17.3 SunVest shall bear the costs of the removal set forth in Section 17.1 if: (a) the Term expires; (b) Grantor terminates this Site Agreement pursuant to Section 9.1 due to SunVest's default hereunder; or (c) this Site Agreement is terminated for any other reason not caused by Grantor's default hereunder.

18. Quiet Enjoyment.

18.1 SunVest shall, so long as it performs its obligations hereunder, have quiet and peaceful possession of the Easement Premises throughout the Term.

19. Force Majeure.

19.1 Neither Party hereto shall be liable for any failure of performance or breach of this Agreement due to causes beyond its reasonable control, the occurrence of which could not have been prevented by the exercise of due diligence, including, but not limited to, acts of God, acts of the other Party, acts of civil or military authority, earthquakes, volcanic activity, fires, floods, epidemics, windstorms, explosions, natural disasters, sabotage, wars, riots, pandemics, regulations, tariffs mandated or approved by federal, state or other governmental or regulatory entities, actions or inactions of governmental authorities or court injunction or order ("Force Majeure"); provided that written notice of such Force Majeure (including the anticipated duration of the Force Majeure) shall be given by the affected Party to the other Party as soon as possible after the affected Party obtains knowledge of the event or occurrence giving rise to the Force Majeure. Events of Force Majeure shall not excuse a Party from its payment obligations under this Site Agreement. If a Force Majeure event prevents a Party's performance of its material obligations under this Site Agreement for a period of more than twelve (12) consecutive months, then the other Party may terminate this Site Agreement without triggering the default provisions of this Site Agreement or any liability under this Site Agreement.

20. Miscellaneous.

20.1 Amendments. This Site Agreement may be amended only in writing signed by both SunVest and Grantor or their respective successors in interest.

20.2 Notices. Any notice required or permitted to be given under this Site Agreement shall be considered delivered: (a) on the third (3rd) Business Day after being mailed by certified mail, postage prepaid, return receipt requested; (b) the following Business Day after being sent by overnight courier service; (c) when personally delivered to the authorized representative of the receiving Party as set forth in this Section 20.2; or when (d) sent by facsimile. For the purposes of this Agreement, “Business Day” shall mean a day other than a Saturday, Sunday, or any day on which the banks in Madison, Wisconsin are required or permitted to close. All such notices shall be mailed, sent or delivered, addressed to the Party for whom it is intended, at the address set forth below or at such other address as either Party may designate for itself in a notice to the other Party:

If to Grantor:

City of New Richmond
Attention: _____
156 East First Street
New Richmond, WI 54017
Facsimile: (715) 246-7129

With a copy to:

WPPI Energy
Attention: Vice President – Energy Services
1425 Corporate Center Drive
Sun Prairie, WI 53575
Facsimile: (608) 837-0274

If to SunVest:

Solar Investments WI, LLC
Attention: Matt Neumann – SunVest Solar
N27W24075 Paul Court, Suite 200
Pewaukee, WI 53072
Facsimile: (262) 349-9324

With a copy to:

WPPI Energy
Attention: Vice President – Energy Services
1425 Corporate Center Drive
Sun Prairie, WI 53575
Facsimile: (608) 837-0274

20.3 Waiver. The failure, delay or forbearance by either Party to exercise any of its rights or remedies under this Site Agreement or to provide written notice of any default to a defaulting Party shall not constitute a waiver of such rights or remedies. No Party shall be deemed to have waived any right or remedy provided hereunder unless it has made such waiver specifically in writing. The waiver by either Party of any default or breach of any term, condition or provision hereof shall not be deemed to be a waiver of any subsequent breach of the same term, condition or provision, or any other term, condition or provision hereof.

20.4 Remedies Cumulative. No remedy herein conferred upon or reserved to SunVest or Grantor shall exclude any other remedy herein or provided by law, but each such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

20.5 Dispute Resolution.

(a) Informal Resolution. The Parties agree to make a good faith attempt to resolve any and all controversies, claims, disagreements, or disputes between the Parties arising out of or related to the performance of this Site Agreement, or the alleged breach, termination, or invalidity hereof (“Dispute”). In the event of any Dispute, either Party may give notice to the other Party invoking the provisions and process set forth in this Section 20.5. Such notice shall contain the name of the sending Party’s senior officer who is authorized to attempt resolution of the Dispute. Within five (5) days after receiving such notice, the receiving Party shall also name a senior officer who is authorized to attempt resolution of the Dispute and shall notify the sending Party thereof. The senior officers nominated by each Party shall meet at a mutually agreed time and place, or by telephone conference, to attempt resolution of the Dispute no later than fifteen (15) days after notice of the Dispute was initially received. Should a resolution of such Dispute not be obtained within fifteen (15) days after the meeting of senior officers for such purpose, either Party may proceed in accordance with Section (b).

(b) Arbitration. Any Dispute not otherwise resolved pursuant to the foregoing meeting of senior officers may, upon mutual agreement of the Parties, be submitted to mediation or arbitration and resolved in accordance with mutually agreed upon mediation or arbitration procedures. If the Parties do not agree to submit such claim or dispute to mediation or arbitration, each Party may exercise whatever rights and remedies it may have in equity or law, except as may be otherwise expressly limited herein.

20.6 Headings. The headings in this Site Agreement are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Site Agreement.

20.7 Survival. Any provision of this Site Agreement that expressly or by implication comes into or remains in full force following the termination or expiration of this Site Agreement shall survive the termination or expiration of this Site Agreement.

20.8 Severability. Any term or provision of this Site Agreement that is or becomes invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining term and provisions of this Site Agreement or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. In the event that any provision of this Site Agreement is determined to be invalid by reason of the operation of applicable law, Grantor and SunVest shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purposes of this Site Agreement (and in the event that Grantor and SunVest cannot agree then such provisions shall be severed from this Site Agreement without affecting the other provisions hereof) and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected by such adjustment and shall remain in full force and effect.

20.9 Defined Terms. Capitalized terms used but not defined herein shall have the meaning given to them in the Power Purchase Agreement.

20.10 Choice of Law. This Site Agreement shall be construed in accordance with the laws of the State of Wisconsin (without regard to its conflict of laws principles). Each Party irrevocably consents that any legal action or proceeding arising under or relating to this Agreement or both shall be brought in the Western District of the federal court of the United States of America located in Madison, Wisconsin, and hereby waives any objection which it now or may in the future have to any of such courts as the proper forum for any action arising under or relating to this Agreement. Notwithstanding the foregoing, if the federal courts lack subject matter jurisdiction to consider any action, then such action shall be brought in the court of general jurisdiction in and for Dane County, Wisconsin.

20.11 Binding Effect. This Site Agreement and its rights, privileges, duties and obligations shall inure to the benefit of and be binding upon each of the Parties hereto, together with their respective successors and permitted assigns.

20.12 No Third Party Beneficiaries. This Site Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue by reason hereof for the benefit of any third party not a party hereto, other than the Grantor Indemnitees, the SunVest Indemnitees and any Secured Parties.

20.13 Counterparts. This Site Agreement may be executed in counterparts, which shall together constitute one and the same agreement.

20.14 Entire Agreement. This instrument represents the full and complete agreement between the Parties hereto with respect to the subject matter contained herein and supersedes all prior written or oral agreements between said Parties with respect to said subject matter.

20.15 Further Assurances, Memorandum of Easement.

(a) Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments estoppels and assurances, and take such additional actions, as are reasonably necessary and desirable to carry out the terms and intent hereof, including but not limited to the Interconnection Agreement. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section 20.15.

(b) Grantor consents to the recording of a memorandum of this Site Agreement by SunVest in the land registry or title records of the county where the Easement Premises are located or other applicable government office so that public notice of the identities and addresses of the Parties hereto, and the Term hereof, may be given.

(c) Within fifteen (15) days after any written request by SunVest (or any Secured Parties), Grantor shall provide an estoppel certificate attesting, to the knowledge of Grantor, of SunVest's compliance with the terms of this Site Agreement or detailing any known issues of noncompliance.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have duly executed this Site Agreement as of the Effective Date.

GRANTOR:

CITY OF NEW RICHMOND

By: _____
Name: _____
Title: _____

SUNVEST:

SOLAR INVESTMENTS WI, LLC.

By: _____
Name: _____
Title: _____

Exhibit A

The Property

Legal Description(s) attached

Exhibit B

Site Plan Depicting the Easement Premises

Site Plan(s) attached

Exhibit C

Solar Facility Specifications

General Description:

Exhibit D

Secured Party Protection

1. Notice of Secured Party. SunVest shall notify Grantor of the identity of any Secured Party within thirty (30) days of any such party becoming a Secured Party.
2. Secured Party Collateral Assignment. In the event that SunVest identifies a Secured Party pursuant to Section 1, then Grantor shall:
 - a. Acknowledge the collateral assignment by SunVest to the Secured Party of SunVest's right, title and interest in, to and under this Site Agreement;
 - b. Acknowledge that any Secured Party, as such collateral assignee, shall be entitled to exercise any and all rights of secured parties generally with respect to SunVest's interests in this Site Agreement;
 - c. Acknowledges that it has been advised that SunVest has granted a security interest in the Solar Facility to the Secured Party and that the Secured Party has relied upon the characterization of the Solar Facility as personal property of SunVest, as set forth in this Site Agreement, in accepting such security interest as collateral for its financing of the Solar Facility; and
 - d. Acknowledge that any Secured Party shall be an intended third-party beneficiary of this Exhibit D.
3. Secured Party Cure Rights Upon SunVest Default. Upon a default by SunVest, a copy of any notice delivered by Grantor to SunVest under Section 20.2 of the Site Agreement shall be delivered concurrently by Grantor to any Secured Party at the addresses provided in writing by SunVest to Grantor. Following the receipt by any Secured Party of any notice that SunVest is in default of its obligations under the Site Agreement, such Secured Party shall have the right, but not the obligation, to cure such default, and Grantor agrees to accept any cure tendered by any Secured Party on behalf of SunVest in accordance with the following:
 - a. a Secured Party shall have the same period after receipt of a notice of default to remedy a default by SunVest, or cause the same to be remedied, as is given to SunVest after SunVest's receipt of a notice of default hereunder; provided, however, that upon written election of the Secured Party to Customer prior to the expiration of the applicable cure period, such cure period shall be extended for the time reasonably required by the Secured Party to complete such cure, including the time required for the Secured Party to obtain access to or possession of the Solar Facility (including possession by a receiver), institute foreclosure proceedings or otherwise perfect its right to effect such cure, such additional period of time not to exceed thirty (30) days; and

- b. the Secured Party shall have the absolute right to substitute itself or one of its Affiliates for SunVest and perform the duties of SunVest hereunder for purposes of curing such event of default. Grantor expressly consents to such substitution, and authorizes the Secured Party, its Affiliates (or either of their employees, agents, representatives or contractors) to enter upon the Site to complete such performance with all of the rights and privileges of SunVest, but subject to the terms and conditions of this Site Agreement.

COMMUNITY SOLAR GARDEN PROJECT AGREEMENT

This Community Solar Garden Project Agreement (this “Agreement”) is entered into as of this _____ day of _____, 2015 (“Effective Date”), by and among WPPI Energy (“WPPI”), _____ (“Member”) and _____ (“Member Utility”). WPPI, Member and Member Utility are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS

A. In connection with WPPI’s Community Solar Garden Pilot program, the Parties desire that a community solar garden be constructed in the Member’s and Member Utility’s community (the “Project”). The Project, including its location and anticipated size, is more particularly described in Exhibit A to this Agreement.

B. Cooperation among the Parties will be necessary in order to ensure the success of the Project and aid development of a community solar garden model that may be implemented in other WPPI member communities in the future.

C. WPPI has or will in the future enter into a Photovoltaic Power Purchase Agreement (the “PPA”) with Solar Investments WI, LLC (the “Solar Project Vendor”), pursuant to which, among other things, (i) the Solar Project Vendor shall construct, operate and maintain the Project, and (ii) WPPI will purchase the output of the Project and certain environmental attributes related thereto.

D. Member has or will in the future enter into a Site Agreement for Solar Photovoltaic Facility and Interconnection Facilities (the “Site Agreement”) with the Solar Project Vendor, pursuant to which, among other things, Member grants an easement over property owned or controlled by the Member for purposes of siting the Project.

E. Member Utility has or will in the future have in effect a tariff (the “Tariff”), approved by the Public Service Commission of Wisconsin, relating to the Project.

F. Member Utility expects in the future to enter into Community Solar Participant Agreements (each a “Customer Agreement”) relating to the Project with Member Utility’s participating retail customers (“Participating Customers”).

G. Under the PPA, WPPI has certain rights to purchase the Project from the Solar Project Vendor, in which case WPPI would become the owner of the Project and Solar Project Vendor will assign to WPPI and WPPI would assume from the Solar Project Vendor all rights and obligations of the Solar Project Vendor under the Site Agreement.

H. The Parties desire to enter into this Agreement to set out rights and obligations, as among the Parties, relating to the Project.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals that are incorporated into and made a part of this Agreement, the promises, covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties promise, covenant and agree as follows:

1. Term. The term of this Agreement (“Term”) shall commence on the Effective Date and, unless earlier terminated pursuant to the terms and conditions hereof, shall continue for a period ending twenty (20) years after the date of first commercial operation of the Project (the “Commercial Operations Date”), as determined by WPPI. WPPI shall provide written notice to the Member and the Member Utility of the Commercial Operations Date promptly after its occurrence. The Parties acknowledge that if WPPI takes assignment of the Site Agreement from the Solar Project Vendor, then the term of the Site Agreement shall extend for the life of the Project and WPPI will continue to have all of the rights set forth in the Site Agreement following the expiration of the Term of this Agreement.

2. Collection and Use of Customer Subscription Funds; Credits.

(a) Collection and Use of Customer Funds. Pursuant to the Tariff and the terms of the Customer Agreements, Member Utility will collect subscription fees from Participating Customers (the “Customer Subscription Funds”). Promptly after receipt thereof, Member Utility will transfer to WPPI the Customer Subscription Funds and such related information as WPPI may require, including, without limitation, the participation level of the individual Participating Customers associated with such Customer Subscription Funds. The Parties acknowledge and agree that the Customer Subscription Funds shall be used by WPPI solely for purposes of funding the marketing, construction, operation, maintenance and removal of the Project. If the Project does not reach commercial operation and the PPA is terminated with respect to the Project, WPPI will promptly return all Customer Subscription Funds received by WPPI pursuant to this Section 2(a) to Member Utility, and Member Utility shall return such Customer Subscription Funds to the Participating Customers as required by the Customer Agreements and the Tariff.

(b) Monthly Credit; Customer Credits. WPPI will, pursuant to the terms and conditions of the PPA, meter the output of the Project. Based on the metered Project output and such other relevant information known to WPPI, each month WPPI will calculate the amount of credit (a “Monthly Credit”) due to all Participating Customers in the aggregate based on the formula set forth in the Tariff. The Monthly Credit shall be reflected on Member Utility’s applicable monthly wholesale power bill from WPPI. Member Utility shall provide credits to Participating Customers on their retail electric bills pursuant to the terms of the Customer Agreements and the Tariff (“Customer Credits”).

(c) Cooperation. The Parties acknowledge that a number of circumstances including, for example, the addition of new Participating Customers, assignments of rights under Customer Agreements between Participating Customers, and excess credits

“rolled over” with respect to Participating Customers’ accounts, will affect the computation of Monthly Credit and Customer Credit amounts. The Parties will cooperate, share information and take such other actions as are reasonably necessary to ensure accurate allotment and disbursement of Monthly Credits and Customer Credits. Without limiting the generality of the foregoing, the Parties acknowledge that if Member Utility has received Monthly Credits in an amount more or less than Customer Credits disbursed, WPPI may adjust the amount of one or more future Monthly Credits in order to compensate for such difference.

3. Project Operation and Maintenance. WPPI shall use commercially reasonable efforts to operate and maintain or cause the Project to be operated and maintained in accordance with Prudent Utility Practice. For purposes of this Agreement, “Prudent Utility Practice” means any applicable practices, methods and acts engaged in or approved by a significant portion of the electric utility industry in the United States of America during the relevant time period, or the practices, methods and acts which, in the exercise of reasonable judgment by a prudent utility operator in light of the facts known or which should reasonably have been known at the time the decision was made, could have been expected to accomplish the desired result consistent with good business practices, reliability, safety, economy, expedition and the requirements of any governmental, regulatory, judicial or other applicable authority having jurisdiction. “Prudent Utility Practice” is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to the acceptable practices, methods or acts generally accepted by the electric utility industry in the United States of America.

4. Interconnection Agreement. The Parties acknowledge that Member Utility and the Solar Project Vendor will enter into an agreement governing the interconnection of the Project and Member Utility’s distribution system (the “Interconnection Agreement”). If WPPI purchases the Project from the Solar Project Vendor, Member Utility shall permit the assignment of the Interconnection Agreement from the Solar Project Vendor to WPPI or, at the option of WPPI, Member Utility shall enter into a new Interconnection Agreement with WPPI under terms substantially similar to the Interconnection Agreement with the Solar Project Vendor. Member Utility shall provide WPPI with copies of any notice sent or received by Member Utility in connection with the Interconnection Agreement with the Solar Project Vendor promptly after Member Utility sends or receives the same.

5. Compliance with Project Agreements. WPPI, Member and Member Utility agree to fully perform their obligations under the PPA, the Site Agreement and the Customer Agreements, respectively, with respect to the Project.

6. Publicity. Member and Member Utility will cooperate with WPPI with respect to public communications regarding the Project. Without limiting the generality of the foregoing, Member and Member Utility shall consult with WPPI in advance of releasing any marketing materials or placing any signage relating to the Project. In addition, the Parties acknowledge that in connection with the Parties’ respective obligations under this Agreement and the construction and operation of the Project, it is possible that WPPI will be required to share certain information with Member and Member Utility that WPPI must keep confidential under the PPA (“Confidential Information”). Member and Member Utility shall maintain all such Confidential Information as confidential and shall not disclose any part thereof to any third party, except (a)

as otherwise first approved in writing by WPPI, or (b) to the extent required to comply with applicable laws, legal or regulatory process, provided that Member or Member Utility, as applicable, shall notify WPPI prior to such disclosure.

7. Site Agreement.

(a) No Amendment. Member shall not agree to amend, modify or terminate the Site Agreement without the prior written consent of WPPI, which shall not be unreasonably withheld.

(b) Assignment to WPPI. Member acknowledges and agrees that the Site Agreement permits assignment of the Solar Project Vendor's rights and obligations to WPPI without Member's consent. In the event the Solar Project Vendor assigns to WPPI and WPPI assumes from Solar Project Vendor the rights and obligations of Solar Project Vendor under the Site Agreement, Member agrees that (i) WPPI shall not be responsible for any obligations or liabilities under the Site Agreement arising from and relating to the period of time prior to the effective date of such assignment and assumption, and (ii) upon WPPI's request, Member shall execute a new or amended memorandum of the Site Agreement that identifies WPPI as a party to the Site Agreement and includes such other information as WPPI requires, which memorandum may, at WPPI's election, be recorded in the real property records where the Project is located.

(c) Access to Site. To the extent permitted by the Site Agreement, Member shall allow WPPI and its employees, agents, representatives and invitees access to the Project at all times.

(d) Right to Cure. Member acknowledges that the terms of the Site Agreement provide WPPI with the right to cure any breach or default of Member thereunder (a "Site Agreement Default"). Member agrees that WPPI may, but shall have no obligation to, cure any Site Agreement Default and/or remedy any set of circumstances that are reasonably likely (as determined by WPPI) to result in a Site Agreement Default (including, without limitation, circumstances that would result in a Site Agreement Default but for the passage of time or the giving of notice). If WPPI elects to cure any actual Site Agreement Default and/or remedy any set of circumstances that are reasonably likely to result in a Site Agreement Default, Member will (a) cooperate with WPPI in connection therewith, and (b) reimburse WPPI, upon demand, for all costs and expenses, including without limitation attorneys' fees, incurred by WPPI in connection with performing such actions. Member shall provide WPPI with copies of any notice sent or received by Member in connection with the Site Agreement promptly after Member sends or receives the same.

8. Default and Remedies.

(a) Upon the occurrence of any Event of Default (hereinafter defined), in addition to all remedies available at law or in equity, the non-defaulting party ("Non-Defaulting Party") shall have the right to terminate this Agreement upon notice to the

other Parties. An “Event of Default” shall mean, at the option of the Non-Defaulting Party, the occurrence of any one or more of the following:

(i) **Payment Default.** A Party fails to pay any amount due hereunder, and that failure is not cured within the time period (in no event shorter than ten (10) days) specified in a notice thereof given by the Non-Defaulting Party;

(ii) **Non-Payment Default.** A Party fails to perform or observe any term, covenant, agreement or obligation set forth herein and that failure is not cured within the time period (in no event shorter than thirty (30) days) specified in a notice thereof given by the Non-Defaulting Party; or

(iii) **Cross-Default.** A Party defaults under the Site Agreement, the Interconnection Agreement or a Customer Agreement.

(b) Notwithstanding anything to the contrary herein, Member and Member Utility shall not have the right to declare an Event of Default or terminate this Agreement and shall take no other action (including, without limitation, pursuing any remedy at law or in equity) that would adversely affect the Project or any of the agreements and arrangements related thereto as a result of the default or breach of the other under this Agreement. For the avoidance of doubt and for example purposes only, if Member Utility shall fail to observe an obligation required under this Agreement and Member shall provide notice thereof to Member Utility, no Event of Default shall have occurred unless and until WPPI, in its sole discretion, provides notice thereof to Member pursuant to Section 9(a) above.

(c) The Parties agree that monetary damages alone may be inadequate to compensate a Non-Defaulting Party in connection with an Event of Default. Each Party accordingly agrees that in the case of an Event of Default, the Non-Defaulting Party will be entitled to specific performance and other equitable relief by way of an order granting an injunction or otherwise, which specific performance or other equitable relief will be granted without bond or proof of damages and in addition to any other remedies that may be available at law or in equity.

9. Miscellaneous.

(a) Binding Effect. The Parties agree that this Agreement shall be binding upon and inure to the benefit of their respective successors in interest and assigns, provided however, no Party may assign or transfer its interest or obligations hereunder without the prior written consent of the others, which consent will not be unreasonably withheld.

(b) Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Wisconsin. The Parties acknowledge and agree that a court of competent jurisdiction located in Dane County, Wisconsin will have exclusive jurisdiction in an action or proceeding arising under or relating to this Agreement.

(c) Notices. Any notice or communication allowed or required under this Agreement shall be made in writing addressed to the Parties as follows and shall be deemed given and received when delivered personally or via facsimile, one (1) business day after being sent by nationally recognized overnight delivery service, or three (3) days after being mailed U.S. certified mail, postage prepaid:

To WPPI: WPPI Energy
Attn: Vice President – Energy Services
1425 Corporate Center Drive
Sun Prairie, WI 53590
Facsimile: 608-837-0274

With a copy to: WPPI Energy
Attn: General Counsel
1425 Corporate Center Drive
Sun Prairie, WI 53590
Fax: (608) 825-1727

To Member: _____

Facsimile: _____

To Member Utility: _____

Facsimile: _____

Any Party may change its notice address by delivering written notice to the other Parties.

(d) No Waivers. The failure of a Party at any time to require performance or observance by any Party of any term or condition of this Agreement or the waiver of any succeeding breach of a term or condition, or waiver of the term or condition itself shall not affect the full right to require such performance or observance at any subsequent time.

(e) Headings. The headings of the sections of this Agreement have been inserted for reference and convenience only and shall not be deemed to be a part of this Agreement.

(f) Amendment. Neither this Agreement nor any provision of this Agreement may be modified or terminated except by an instrument in writing signed by all of the Parties.

(g) Integration. This Agreement, together with the exhibits attached hereto, constitutes the entire agreement among the Parties with respect to the subject matter

hereof and supersedes and cancels and all other agreements between the Parties with respect to the subject matter hereof.

(h) Further Assurances. The Parties agree to execute and deliver such further documents as may be reasonably requested by any Party to effectuate the purposes of this Agreement.

(i) Severability. If any provision of this Agreement or any application of that provision is declared by a court of competent jurisdiction to be invalid or unenforceable, that invalidity or unenforceability shall not affect any other application of that provision nor the balance of the provisions of this Agreement which shall, to the fullest extent possible, remain in full force and effect, and such court shall reform such unenforceable provision so as to give the maximum permissible effect to the intentions of the parties as expressed therein.

(j) Force Majeure. If, as a result of an event of Force Majeure (hereinafter defined), any Party is rendered wholly or partly unable to perform its obligations under this Agreement, that Party shall be excused from that portion of its performance that is prevented by such Force Majeure event to the extent so prevented. A Party claiming Force Majeure shall provide prompt written notice thereof to the other Parties and shall exercise commercially reasonable efforts to eliminate or mitigate the effects of the Force Majeure condition. "Force Majeure" means any cause or occurrence beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure which causes the Party to be unable to, or otherwise materially impairs its ability to, perform its obligations hereunder and which by the exercise of reasonable foresight such Party could not have been reasonably expected to avoid and could not have been prevented or avoided by such Party through the exercise of reasonable diligence.

(k) Liability Limitation. Neither WPPI nor its officers, directors, members, employees, representatives or agents (collectively, "Agents") shall be liable to Member, Member Utility or their respective Agents for damages of any kind in relation to this Agreement except to the extent caused by WPPI's willful, material breach of this Agreement. Moreover, in the event of WPPI's willful, material breach of this Agreement, WPPI SHALL NOT BE LIABLE TO MEMBER, MEMBER UTILITY OR THEIR RESPECTIVE AGENTS FOR ANY DAMAGES OF ANY SORT OTHER THAN DIRECT, ACTUAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR OTHER DAMAGES, WHETHER BASED UPON CONTRACT, TORT OR OTHER CLAIM.

(l) Indemnification. Member and Member Utility, as applicable, shall indemnify, hold harmless and defend WPPI and all of its officers, agents and employees from and against any and all liabilities, costs, damages, claims, settlements, charges and fees (including attorneys' fees), fines, penalties, judgments or losses, including interest thereon, that, are imposed on, incurred by, or asserted against WPPI or its Agents in any manner by a third party in the performance of this Agreement (collectively, "Liabilities"); and:

(i) incurred for or by reason of the violation by Member, Member Utility or any of their respective Agents of any ordinance, regulation, rule or law of any political subdivision or duly constituted public authority or other entity having jurisdiction over WPPI, Member, Member Utility or this Agreement; or

(ii) caused by or arising directly or indirectly out of any actions or omissions of Member, Member Utility or their respective Agents including, without limitation, negligence or breach of a contract with a third party.

Except to the extent resulting from WPPI's willful, material breach of this Agreement, WPPI shall have no obligation to indemnify, hold harmless or defend Member or Member Utility from or against any Liabilities and Member and Member Utility hereby fully and forever waives all rights thereto.

(m) No Waiver of Liability Limits. Nothing in this Agreement shall constitute a waiver by any Party of any of its rights under Section 893.80 of the Wisconsin Statutes or similar limits on municipal liability.

(n) Authorization. Each Party represents and warrants that the individual executing this Agreement on behalf of such Party is authorized to do so, and further represents that such Party has obtained all necessary consents and approvals to enter into and perform all of its obligations under this Agreement.

(o) Execution. The Parties may execute this Agreement in any number of counterparts, all of which when executed and delivered will have the effect of an original. Facsimile or other electronic signatures will bear the same legal import as original signatures on one document.

[Signature Page Follows]

In witness whereof, the Parties have caused this Agreement to be executed as of the date first written above.

WPPI ENERGY

By:

Print name: _____
Title: _____

[Member]

By:

Print name: _____
Title: _____

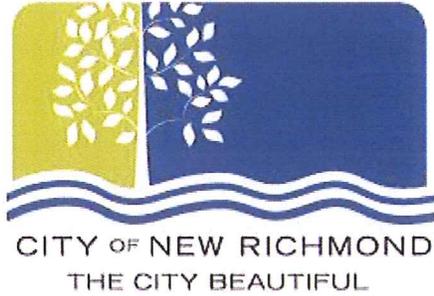
[Member Utility]

By:

Print name: _____
Title: _____

EXHIBIT A

Project Description



156 East First Street
New Richmond, WI 54017
Ph 715-246-4268 Fax 715-246-7129
www.newrichmondwi.gov

TO: Mayor and City Council

FROM: Mike Darrow, City Administrator

DATE: June 25, 2015

RE: North Side Development/Redevelopment Concepts

As you may recall during the City's zoning and subdivision update, a conceptual plan was developed for the north side along Knowles Avenue. I would like to discuss the merits of this conceptual plan as well as the community process. Prior to any conceptual plan moving forward, it is imperative that north-side residents, business owners and stakeholders are involved in this process. We will lay out what steps will be included as part of this process.



156 East First Street
New Richmond, WI 54017
Ph 715-246-4268 Fax 715-246-7129
www.newrichmondwi.gov

TO: Mayor and City Council

FROM: Mike Darrow, City Administrator

DATE: June 25, 2015

RE: Employee Handbook (Chapters 1-5)

Attached are the first couple chapters of the employee handbook. This information has been presented to the Employee Handbook Subcommittee for review. We are asking that the City Council review this information over the next several months. No formal motion is needed during this work session.

RECRUITMENT, JOB POSTINGS, and APPLICANT DATA COLLECTION

Purpose: To outline our recruiting practices, job posting requirements, and other procedures related to Applicant Tracking.

Job Postings

It is the City of New Richmond's desire to fill advancement or transfer opportunities internally whenever possible. However, it may be necessary to look outside of the organization to fill a particular position because of certain job requirements and/or needed skills.

Whether an opening is posted will be at the discretion of management and the immediate supervisor.

Employees who wish to apply for job openings that are announced internally will follow the same application procedures as external candidates. Jobs that are posted will be posted for a minimum of three business days.

*Certain positions are subject to mayoral appointment and Council approval. Department heads may follow a different recruiting and selection procedure as directed by the City Administrator/Utility Manager.

Applicant Definition

Only applications that are submitted according to the process outlined in the posting will be accepted. If an individual sends us a paper resume or an email expressing a general interest in employment, we will contact the individual and redirect them to apply for openings as indicated in the job posting. Resumes and/or emails received outside of application instructions will be destroyed because the person is not considered to be an applicant.

Internal applicants need to notify their supervisor of their plans to apply for a posting prior to submitting their application. Employees won't be considered as applicants until they notify their supervisor of their interest. The applicant's current supervisor will be contacted to verify performance, skills and attendance, and the personnel file will also be reviewed during the selection process.

Only applicants who meet our *minimum requirements* for the position should be considered, and unless they are otherwise disqualified for the position (see below), they will be counted as applicants. *Minimum requirements* are included in the postings and advertisements for the position.

These are reasons that an applicant would be disqualified for the position and not counted as an applicant:

- *Wages* -- The applicant's salary/wage requirements are 5% or more higher than what we can offer for the position.
- *Job performance* -- Based on job performance during the applicant's previous employment with the City, we would not consider rehiring him/her.
- *Debtor* -- The applicant owes money to the City/Utility through his/her relationship to us as a customer.

- *Incomplete* -- The application was incomplete.
- *False Information* -- The applicant gave false information in his/her application.
- *Availability* -- The applicant's availability doesn't meet the needs of the position.
- *Couldn't reach* -- We could not make contact with the applicant after two attempts.
- *Withdrew Interest* -- The applicant withdrew his/her interest for the position.
- *Declined Interview* -- The applicant declined an invitation for an interview or did not show up for the interview.
- *Not Bondable* -- Past criminal activity by the applicant will prevent him/her from being bondable.
- *Criminal Background* -- Past criminal activity that directly relates to the essential functions of the position, or disqualifies them based on law or statute.
- *Driving Record* -- The job requires a valid driver's license and the applicant doesn't have one, or the applicant has a record of driving violations that would directly impact their ability to carry out the functions of the position.
- *Declined Offer* -- The applicant declined our offer of the job.
- *No Show for Work* -- The applicant did not report to training or his/her first day of work.

Consideration of an Applicant for a Position other than the Position He/She Applied For

In some situations, we can identify that an applicant for one open position is well-qualified for another open position that he/she hasn't applied for, and we will contact the person. If it has been more than 30 calendar days since the date of the original application, the person will need to fill out a new application.

If it has been less than or equal to 30 calendar days, and if the current opening:

- is a different job title than the original opening, the person will need to fill out a new application;
- is the same job title but a different location or different work hours from the original opening, the person would need to give us verbal approval to consider him/her for the current opening, and then his/her information in the Applicant Log will be copied into the location for the current opening;
- is the same job title, same location, and same work hours as the original opening, we will automatically consider that person for the current opening, and his/her information in the Applicant Log will be copied into the location for the current opening.

Posting

After receiving the required approvals to recruit for an open position, the Human Resources Representative will post the position using the following:

Required sources:

- All Staff email
- The City's website, Facebook and Twitter pages
- Wisconsin Job Net

Optional Sources:

- Newspaper
- League of WI Municipalities
- League of MN Cities
- Informal announcement to branch or department (email or verbal)

Limited Term Employees

Any new LTE position should be posted using the same guidelines as with regular positions. LTE extensions are processed the same as a status change.

Polk County Wisconsin

DRUG AND ALCOHOL TESTING

Policy 714

Effective Date: 03-19-96

Revision Date: 00-00-00

Purpose

The Department of Transportation (DOT) and the Federal Highway Administration (FHWA) have issued a rule (49 CFR Parts 40 and 382) requiring alcohol and controlled substance testing of drivers who are required to have a commercial drivers license. These rules include procedures for urine drug testing and breath alcohol testing. The purpose of this policy is to establish an alcohol and controlled substances testing program to help prevent accidents and injuries resulting from the misuse of these substances by drivers of commercial motor vehicles. Consequently, the Employer must establish an alcohol misuse prevention program and anti-drug program as well as the subsequent enforcement of violations for its employees conducting safety-sensitive job functions.

Policy

The purpose of this policy is to assure employees fitness for duty and to protect our employees and the public from risk posed by worker use of alcohol and drugs. This policy is intended to comply with all the applicable Federal regulations governing work-place alcohol and drug misuse in the highway industry. Polk County strictly prohibits the use of alcohol and/or controlled substances by employees and volunteers who are performing, ready to perform, ceasing to perform or supervising the performance of safety-sensitive functions including:

1. All time spent at a facility waiting to be dispatched;
2. All time spent inspecting equipment;
3. All time spent driving a commercial motor vehicle;
4. All time spent in or on a commercial motor vehicle except resting time;
5. All time spent loading or unloading;
6. All time spent performing driver requirements relating to accidents;
7. All time spent repairing, assisting or attending a disabled commercial motor vehicle;
8. All time spent performing any other work while on duty;
9. All time spent supervising employees performing or otherwise conducting safety-sensitive functions;
10. All time spent providing a breath sample, urine specimen, including travel time to and from the collection site, in order to comply with testing as directed by the

employer.

Prohibited Alcohol Usage

1. Alcohol consumption is prohibited:
 - a. At any time during the four (4) hours prior to performing a safety-sensitive function;
 - b. At any time while performing a safety-sensitive function; and
 - c. For eight (8) hours after an accident involving a commercial motor vehicle when a post-accident alcohol test is required (see post-accident testing provisions).
2. Reporting for duty or remaining on duty with a blood alcohol concentration of 0.04 percent or greater is prohibited.
3. Performing safety-sensitive functions after a positive alcohol test indicating a blood alcohol concentration of 0.02 is prohibited.
4. Using, possessing, dispensing, distributing or receiving alcohol while on duty is prohibited. This prohibition includes medications that contain alcohol.

Prohibited Drug Usage

1. The unauthorized use of any controlled substance is strictly prohibited in all situations.
2. Reporting to work under the influence of a prescription drug is prohibited unless the employee's physician determines that the use of the prescription drug will not impair the employee's ability to perform a safety-sensitive function. Legally prescribed drugs must include documentation of the patient's name, the substance name, the quantity to be taken and the period of authorization. Any such prescription must be checked in with the employee's supervisor. The employee should possess only that quantity prescribed during that shift.

It is the responsibility of employees to remove themselves from service if they are experiencing any adverse effects from medication that would affect their ability to safely perform any safety-sensitive function.

Other Prohibited Conduct

1. The following conduct is also strictly prohibited under this policy:
 - a. Deliberately misusing the policies and procedures herein by any employee in regard to any subordinate is strictly prohibited;

- b. Providing false information in connection with any test or altering, tampering, contaminating, adulterating or substituting any test sample by any means is strictly prohibited.
 - c. If called out for extra duty, all employees shall inform the employer that they cannot report for work if they have used a controlled substance or consumed alcohol and reporting for duty would violate this policy. Failing to inform the employer is prohibited.
2. Any employee who violates any of the above provisions shall be subject to all disciplinary actions consistent with county policies including termination.

Test Refusal Prohibited

Refusal to submit to an alcohol or controlled substance test required by this policy is prohibited.

Refusal

1. Refusal to submit to an alcohol or controlled substance test means any of the following:
 - a. Failing to provide adequate breath for alcohol testing without a valid medical explanation after receipt of notice of the requirement of breath testing.
 - b. Failing to provide adequate urine for controlled substance testing without a valid medical explanation after receipt of the notice of the requirement for urine testing.
 - c. Engaging in any conduct that obstructs or otherwise impairs or impedes the testing process.
 - d. Unnecessarily leaving the scene of an accident before a post-accident test is administered or failing to be readily available for post-accident testing.
 - e. Failing to report to, and undergo alcohol and/or controlled substance testing, at a collection site as required, obstructing the taking of the test at the collection site, or attempting to alter or tamper with the test sample.
2. An alcohol test refusal shall be treated as if the employee had tested at 0.04 percent or greater.
3. A controlled substance test refusal shall be treated as a positive test result for unauthorized use of controlled substances.

Required Tests

Reasonable suspicion, random, post-accident, return to duty tests, and follow-up tests for alcohol and/or controlled substances are required under this policy.

1. Reasonable Suspicion.

- a. An employee must be tested if there is reasonable suspicion to believe that the employee has violated the alcohol or drug usage prohibitions, or if the employee's behavior and appearance indicate noncompliance with this policy. Reasonable suspicion means suspicion based on a specific contemporaneous, personal observation by a supervisor or official who has been trained in accordance with the provisions of 49 CFR part 382.603, of appearance, behavior, including job performance, speech or body odors, including breath.
- b. Reasonable suspicion testing is permitted under this policy only if the observation is made during, just preceding or just after any time the employee is required to comply with this policy.
- c. A written record of the observations leading to an alcohol reasonable suspicion test, signed by the supervisor or official that made the observations, must be made within twenty-four (24) hours of the test.
- d. A written record of the observations leading to a controlled substance reasonable suspicion test, signed by the supervisor or official that made the observations, must be made within twenty-four (24) hours of the observed behavior or before the results of the controlled substance test are released, whichever is earlier.
- e. Once a reasonable suspicion determination is made, the employee shall cease to perform safety-sensitive functions and the supervisor or official shall transport the employee to the collection site. The employee to be tested shall be transported to the collection site not later than eight (8) hours after the reasonable suspicion determination. If the drug or alcohol test is conducted more than two (2) hours but less than eight (8) hours after the reasonable suspicion determination, the supervisor or official shall complete a report explaining the reason for the delay in conducting the drug or alcohol test.
- f. If a breath test is performed and establishes a blood alcohol concentration percent of 0.02 or greater, the employee shall not be permitted to return to work and shall be placed on leave without pay until a decision as to the employee's status has been made.

- g. If a blood or urine test is performed, the employee shall not be permitted to return to work until the test results are known and a decision as to the employee's status has been made. The County will contact the employee once the test results are known (this could take 24 - 48 hours).

2. Random Testing.

This test is used to eliminate risks associated with illegal or unauthorized drug and alcohol use. Random alcohol and drug testing will be conducted just before, during or just after an employee's performance of safety-sensitive duties. The employee will be randomly selected for testing from a pool of employees subject to testing. The testing dates and times are unannounced and will occur with unpredictable frequency throughout the year. The employee will be notified of the requirement to be tested and must report to the collection site for testing at the appointment time.

If an employee is randomly chosen for testing on a day that the employee is on an authorized leave, the work supervisor shall not disclose the selection and notify the employee of the random testing requirement upon returning to work from leave.

Testing of employees who remain in the testing pool and are chosen at a time when they are not in pay status will be deferred until the next testing period when they are in pay status.

The minimum annual percentage rate for random alcohol testing shall be twenty-five (25) percent of the average number of employees in safety-sensitive positions. The minimum annual percentage rate for random drug testing shall be fifty (50) percent of the average number of employees in safety-sensitive positions.

3. Post-Accident Testing

As soon as practicable following an accident, an employee shall be tested for alcohol and drugs if the employee was performing a safety-sensitive function and the accident involved a 1) loss of human life; 2) the employee was cited under state or local law for a moving traffic violation arising from the accident and a person is injured in the accident and immediately receives medical treatment away from the scene of the accident; or 3) the employee receives a citation under state or local law for a moving traffic violation and any of the vehicles involved in the accident were required to be towed from the scene.

An employee shall be subject to and shall undergo a post-accident alcohol breath test not later than eight (8) hours after the accident. If the test is not administered within two (2) hours following the accident, a record shall be prepared and placed on file stating the

reasons the test was not administered earlier.

An employee shall be subject to and shall undergo a post-accident drug test not later than thirty-two (32) hours after the accident.

An employee shall be readily available for post-accident testing. Failure to do so may be deemed a test refusal.

4. Return to Duty

An employee who has engaged in prohibited conduct related to drug or alcohol misuse under this policy shall undergo a return-to-duty drug and/or alcohol test before they will be permitted to perform safety-sensitive functions. The return-to-duty test results must show a verified negative result for controlled substances and an alcohol concentration of less than 0.02 percent.

An employee who has engaged in prohibited conduct related to drug or alcohol misuse under this policy shall also be evaluated by a substance abuse professional before they will be permitted to return to duty.

5. Follow-up Testing

An employee who has engaged in prohibited conduct related to drug or alcohol misuse under this policy shall be subject to at least six (6) random tests during the twelve (12) month period after returning to duty with the possibility of follow-up testing for up to sixty (60) months after the employee returns to duty.

Test Confidentiality

Confidentiality is maintained throughout the drug/alcohol testing process. All positive test results are first forwarded to a Medical Review Officer (MRO) for review. The MRO reviews the individual medical history and affords the employee an opportunity to offer any clarifying information that would explain the positive test. Records shall be maintained in the strictest of confidence in a medical file separate from the official personnel file. In cases where disciplinary action results from a positive test, such information is shared only with those in a supervisory capacity involved in that action. Upon a written employee request, such information will also be made available to the employee's representatives. Polk County will carry out this policy in a manner which respects the dignity and confidentiality of those involved.

Test Procedures

Alcohol

Employees will be required to submit to breath testing using an evidential breath testing (EBT) device administered by a state-certified breath alcohol technician (BAT). Two (2) breath tests are required to determine if an employee has a prohibited alcohol concentration. An initial screening test is conducted first. Any result less than 0.02% BAC is considered a "negative" test. If the alcohol concentration is 0.02% BAC or greater, a second or confirmation test must be conducted. The BAT will follow procedures that will assure the integrity of the testing, safeguard validity of the test results and insure that those results are attributed to the correct driver.

Preparation for Breath Alcohol Testing

1. When the employee enters the collection site, the BAT will require him or her to provide positive identification (i.e. photo I.D. or Employer identification).
2. The BAT will explain the test procedure.
3. Employees will be required to complete and sign various forms used to document the testing process. Refusal to sign the test form(s) or provide proper identification will be regarded as a refusal to take the test.
4. Employees will be instructed to blow forcefully into the mouthpiece for at least six (6) seconds or until the EBT indicates that an adequate amount of breath has been obtained.
5. If an employee tests positive during the screening test, he/she shall not eat, drink, put any object or substance in his or her mouth and, to the extent possible, not belch during the 20 minute waiting period before the confirmation test.

If a confirmation alcohol test measures .04 percent blood alcohol concentration or greater, the Employer is required to:

- A. Remove the employee from the safety-sensitive position. (The employee will be sent home without pay.)
- B. Advise the employee of the resources available regarding evaluation and resolution of problems with the use of controlled substances and the misuse of alcohol.
- C. Have the employee evaluated by a substance abuse professional who shall

determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substance abuse.

- D. Have the employee retested at least six (6) times at random during the next year with the possibility of follow-up testing for up to 60 months.
 - E. Insure that the employee tests less than .02 percent blood alcohol concentration before the employee is allowed to return to duty.
- 6.
- a) If the confirmation test level is equal to or greater than 0.02 but less than 0.04 percent blood alcohol concentration, the employee will be removed from the safety-sensitive position and sent home for 24 hours and will not be permitted to return to work until another breath test is administered and the result is less than 0.02% BAC.
 - b) If a breath test cannot be administered, the employee must be removed from performing safety-sensitive duties for at least 24 hours. In the event that an employee is required to comply with breath or blood alcohol testing as a result of a law enforcement investigation, the test will be considered enforceable for purpose of this policy if the test conforms to the applicable federal, state or local requirements for that testing.

Controlled Substances

For purposes of this policy, the Employer will utilize, at a minimum, a 5-panel drug screen consisting of the following drugs:

- a. Tetrahydrocannabinol (marijuana drug)
- b. Cocaine
- c. Amphetamines
- d. Opiates (including heroin)
- e. Phencyclidine (PCP)

Drug testing is conducted by analyzing an employee's urine specimen. The certified testing lab will follow procedures that will assure the integrity of the testing, safeguard the validity of the test results, and insure that those results are attributed to the correct employee. This procedure will include split specimen. Each urine specimen is subdivided into two (2) bottles labeled as a "primary" and a "split" specimen. Both bottles are sent to a lab. Only the "primary" is opened and used for the urinalysis. The split specimen bottle remains sealed and is stored at the lab. If the analysis of the primary specimen confirms the presence of illegal, controlled substances, the employee has 72 hours to request the split specimen be sent to another certified laboratory for analysis.

Preparation for Drug Testing

1. When the employee enters the collection site, the employee will be required to provide positive identification (i.e. photo I.D. or Employer identification).
2. The employee will be instructed to provide at least 45 ml of urine under the split sample method of collection. This will be done in a specifically designated "donor" bathroom.
3. The urine sample shall be divided into a primary specimen (30 l) and a split specimen (15 ml).
4. If the test result of the primary specimen is positive, the employee may request within 72 hours, that the Medical Review Officer (MRO) direct that the split sample specimen be tested in a different DHHS-certified laboratory for the presence of the drug(s) for which a positive result was obtained in the test of the primary specimen.
5. MRO Review Required
 - a) All drug test results must be reviewed and interpreted by a physician Medical Review Officer (MRO) before they are reported to the employer.
 - b) If the laboratory reports a positive result to the MRO, the MRO contacts the employee (in person or by telephone) and conducts an interview to determine if there is an alternative medical explanation for the drugs found in the employee's urine specimen. If the employee provides an appropriate documentation and the MRO determines that it is legitimate medical use of the prohibited drug, the drug test result is reported as negative to the employer.
6. Removal from performing a safety-sensitive function is not stayed pending the result of the test of the split specimen.
7. If the result of the test of the split specimen fails to reconfirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, the MRO shall cancel the test.
8. Employees will be required to complete and sign various forms used to document the testing and chain of custody process. Refusal to sign the test form(s) or provide proper identification will be regarded as a refusal to take the test.

As with an alcohol misuse violation, the Employer is required to act upon a positive drug test result in the following manner:

1. Remove the employee from the safety-sensitive position. (The employee will be sent

home without pay.)

2. Refer the employee to the EAP for advice on what information is available on evaluating and resolving problems associated with the misuse of alcohol and controlled substances.
3. The employee must be evaluated by a substance abuse professional who shall determine what assistance, if any, the employee needs to resolve problems associated with the misuse of alcohol or the use of controlled substances.
4. The employee must have a negative result on a return-to-duty drug test.
5. Follow-up testing to monitor the employee's continued abstinence from drug use will be required at least six (6) times in the first 12 months after return-to-duty and up to 60 months.

Discipline

In addition to the consequences and sanctions prescribed by Federal Highway Administration regulations for engaging in prohibited conduct as defined by 49 CFR Section 482, the County may administer separate and independent disciplinary actions. Such discipline shall be consistent with County policies and may include measures up to and including discharge.

Amendment

The County reserves the right to amend this policy at any time and for any reason.

City of New Richmond

Expense Reimbursement Policy

Section 1. City of New Richmond Related Business Expenses

Elected officials, appointed officers and employees of the City will be entitled to reimbursement of expenses incurred by them while on City business at the rates set forth herein. Reimbursement for lodging expenses, parking, transportation fare and other incidental expenses, as documented by receipts, will be at actual cost. Reimbursement for mileage and meal allowances will be based upon expense statements approved by the City Administrator.

The City of New Richmond will only reimburse expenses related to City business. Reimbursement is authorized for parking charges, road tolls, taxi, rental cars and other reasonably incurred travel expenses directly related to City authorized travel. Parking tickets and tickets for moving violations are not reimbursable.

The City will reimburse taxi expenses that have to do with city business only (i.e. airport to hotel, seminar planned activities that are away from the hotel where you are staying, etc). Additionally, the City will reimburse rental car expenses providing the City Administrator has approved such a request in advance.

City vehicles are to be used for City related travel whenever available and practical. See the receptionist for check out. Reimbursement for mileage for personal vehicles will be at the rate determined by the Internal Revenue Service on the date of travel. The Finance Office will audit the mileage to any destination. Employees must provide documentation and have the City Administrator's approval for any discrepancy in mileage due to the location in the city or other city business travel.

Section 2. Meal Expenses

Reimbursement for meals while the employee is traveling for work purposes will not exceed forty-five dollars (\$45.00) per day per employee.

Employees traveling for two (2) days or less WILL NOT receive advance payment for meal expenses. Reimbursement will be paid upon submission of the appropriate payment voucher and receipts. Employees traveling for longer than two (2) days will be entitled to advance payment for meals. The employee is responsible for submitting the appropriate receipts upon their return. Any unused portion of the per diem advance not repaid within thirty (30) days will be deducted from the employee's paycheck.

The cost of entertainment or alcoholic beverages WILL NOT be reimbursed.

Tips or gratuities WILL be reimbursed up to 20% of an appropriate food receipt. No tip or gratuity WILL BE reimbursed for entertainment or alcoholic beverages when calculating the

appropriate applicable gratuity. Tips and gratuities should be documented on the appropriate receipt in order to obtain full reimbursement.

The City Administrator will review any travel within northwest Wisconsin and may deny or adjust any per day amount if a meal was provided as a part of the event attended by the employee.

Section 3. Miscellaneous Living and Business Travel Expenses

Reimbursement is authorized for reasonable miscellaneous living expenses including laundry, dry cleaning, personal telephone calls, postage, and other expenses, if the employee has overnight lodging for more than one week including a weekend. Reimbursement is authorized for all business telephone expenses, and for a reasonable amount of personal telephone expenses.

Section 4. Administrative Guidelines and Travel Letters

Prior to confirming travel arrangements, a Travel Letter must be signed by the Department Head and presented to the City Administrator for signed authorization. The letter must include an indication of how the employee's participation in the event will be beneficial to the City and whether the participation was optional (employee's choice) or required (directed by the employee's manager). The Travel Letter must also include:

- Travel destination
- Date of travel
- Mileage (Miles x Rate = Total, if applicable)
- Meal Estimates (if applicable)
- Registration Amount (if applicable)
- All applicable known expenses (Hotel, Tolls, Car Rental Etc.)
- Employee Signature

Expense reports must have a copy of the Travel Letter signed by the City Administrator attached along with receipts for all expenses other than mileage. Only itemized/detailed receipts will be reimbursed. If a receipt or payment voucher does not state what was purchased, then that item will not be reimbursed.

Falsification of any claimed expenses will result in administrative or civil action for repayment, dismissal from employment, and possible criminal prosecution.

ARTICLE 21 WORKPLACE BULLYING POLICY

Section 1 Objective.

The purpose of this policy is to communicate to all employees, including supervisors, managers and Department Heads, that the County will not in any instance tolerate bullying behavior. Employees found in violation of this policy will be disciplined, up to and including termination.

Section 2 Definition.

The County defines bullying as repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment.

Section 3 Examples.

Bullying may be intentional or unintentional. However, it must be noted that when an allegation of bullying is made, the intention of the alleged bully is irrelevant, and will not be given consideration when meting out discipline. As in sexual harassment, it is the effect of the behavior on the individual that is important. The County considers the following types of behavior examples of bullying:

- 1) Verbal bullying: Slandering, ridiculing or maligning a person or his or her family; persistent name calling that is hurtful, insulting or humiliating; using a person as butt of jokes; abusive and offensive remarks.
- 2) Physical bullying: Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, damage to a person's work area or property.
- 3) Gesture bullying: Nonverbal threatening gestures; glances that can convey threatening messages.
- 4) Exclusion: Socially or physically excluding or disregarding a person in work-related activities.

In addition, the following examples may each constitute or contribute to evidence of bullying in the workplace:

- 1) Persistent singling out of one person;
- 2) Shouting or raising voice at an individual in public or in private;
- 3) Using verbal or obscene gestures;
- 4) Personal insults and use of offensive nicknames;
- 5) Public humiliation in any form;
- 6) Constant criticism on matters unrelated or minimally related to the person's job performance or description;
- 7) Public reprimands;
- 8) Repeatedly accusing someone of errors that cannot be documented;
- 9) Deliberately interfering with mail and other communications;
- 10) Spreading rumors and gossip regarding individuals;
- 11) Encouraging others to disregard a supervisor's instructions;
- 12) Manipulating the ability of someone to do his or her work (e.g., overloading, underloading, withholding information, assigning meaningless tasks, setting deadlines that cannot be met, giving deliberately ambiguous instructions);

- 13) Taking credit for another person's ideas;
- 14) Refusing reasonable requests for leave in the absence of work-related reasons not to grant leave;
- 15) Deliberately excluding an individual or isolating him or her from work-related activities, such as meetings; and
- 16) Unwanted physical contact, physical abuse or threats of abuse to an individual or an individual's property (defacing or marking up property).

Section 4 Responsibilities Under this Policy. The County is committed to enforcement of this policy. All employees, and others, are expected to conduct themselves in a manner consistent with this policy. Employees who are found to have violated this policy will be subject to the full range of sanctions, up to and including termination of his/her employment. Others who are found to have violated this policy will also be dealt with appropriately, i.e., termination of business relationship.

Section 5 Reporting and Investigation Procedure. Any employee who believes he or she is being bullied, or any employee who becomes aware of bullying behavior, should promptly notify his or her Department Head. If the employee believes that the Department Head is the perpetrator, or is uncomfortable reporting to his/her Department Head, the Human Resources Director or County Administrator should be notified.

Upon receipt of a report of bullying behavior, a confidential and impartial investigation will be commenced immediately by the Department Head. The Department Head should contact the Human Resources Director for assistance in investigating and resolving the situation. It will include direct interviews with parties directly involved and, when necessary, with employees who may be witnesses or have knowledge of matters relating to the report. The parties directly involved will be notified of the findings and their options. The Department Head will implement corrective action immediately at the conclusion of the investigation if corrective action is indicated. The investigation will be kept confidential to the extent allowed by law.

Polk County Wisconsin

NEPOTISM

Policy 105

Effective Date: 04-20-82

Revision Date: 07-20-04; 03-11-08

Purpose

It shall be the policy of Polk County to ensure fairness and equal opportunity to all individuals in its employment practices. The purpose of this policy shall be to ensure that no County Board member, official, or employee exercises undue influence or favoritism in the hiring process, and to ensure that the regular on going operations of county government are free of potential conflicts of interest on the part of such individuals.

Definitions

Immediate family is defined to include: husband, wife, children, father, mother, brother and sister.

Policy

- A. No person shall be appointed to any County position by an appointing authority when the appointee is an immediate family member.
- B. No employee shall directly or indirectly supervise a member of his/her immediate family.
- C. It shall be permissible for husbands and wives of County Board members, employees, and officials to be appointed to any County position except those that would result in an employee directly supervising their spouse.
- D. It shall be permissible for the family members of County Board members, employees, and officials to be appointed to Seasonal positions. In cases where family members apply for employment to a Seasonal position within the same department, the final hiring decision shall be by a hiring committee in accordance with the County's standard employment procedures.
- E. This section shall take effect upon adoption and shall not be retroactive. This policy applies to new hires, transfers, promotions and demotions. Any appointment made in contravention of this policy shall be void.

Light-Duty Assignments

To help reduce workers' compensation and other related costs, and to assist employees who are temporarily restricted by a health care provider from performing their job duties as a result of a work-related incident, the City may, in its sole discretion, offer temporary light-duty job assignments to those employees.

Light-duty assignments are temporary job assignments for employees with temporary medical restrictions as a result of a work-related injury. Light-duty assignments are temporary assignments only and are not vacant or permanent positions within the City's workforce. They are not available to employees on a permanent basis. They are available in the City's discretion and placement in such an assignment depends on the employee's restrictions and the City's business needs. This Policy does not guarantee that light-duty assignments will be available at any given time, or for any particular employee who requests it.

An employee with temporary medical restrictions as a result of a work-place injury who wishes to return to work shall:

- Give a written request to the City Administrator/Utility Manager seeking to be placed in a temporary, light-duty assignment;
- Provide the City Administrator/Utility Manager with a written statement from the employee's treating health care provider setting forth the condition giving rise to the work restrictions, the nature of the restrictions and the time frame when the employee will be released to full duty without restrictions; and,
- Sign a statement that the employee is accepting the light duty assignment which defines the scope of work and the medical restrictions, and affirms that the employee agrees as a condition of continued employment not to perform any tasks while in the light duty assignment which exceeds the medical restrictions placed on the employee.

Upon receipt of this documentation the City Administrator/Utility Manager will review the request to determine whether to provide a light-duty assignment to the employee. If a light-duty assignment is approved and provided to the employee, the City Administrator/Utility Manager will set a deadline by which the assignment will end and/or need to be re-assessed.

If at any point an employee's restrictions are determined to be permanent, the temporary light-duty assignment will not be further considered or continued. In that event, the City will review the employee's situation to determine the appropriate steps to be taken, if any, under federal and state disability laws.

If a light-duty assignment is approved by the City Administrator/Utility Manager, an employee's refusal to accept the offer of light-duty may affect the employee's right to workers' compensation benefits under applicable law.

Prior to returning to work without restrictions, an employee with temporary medical restrictions must provide the City Administrator/Utility Manager with documentation from a health care provider releasing the employee to work without medical restrictions.

City of New Richmond

Public Relations / Media Inquiries policy

EFFECTIVE DATE:

APPROVED BY: Mike Darrow, City Administrator/Utility Manager

1. POLICY

The City of New Richmond will generally provide a response to media inquiries within 24 hours of receipt. Individuals designated to speak on the City's behalf are the Mayor, City Administrator/Utility Manager, Fire and Police Chiefs. No one other than these individuals (with the exceptions noted below) should represent the City's position to the media.

2. EXCEPTIONS

When inquiries require a detailed technical explanation, a spokesperson may be designated to address a particular issue. That spokesperson will usually be a Department Head, senior staff person or outside expert/consultant who is qualified, and has been asked, to speak on the City's behalf on the issue in question.

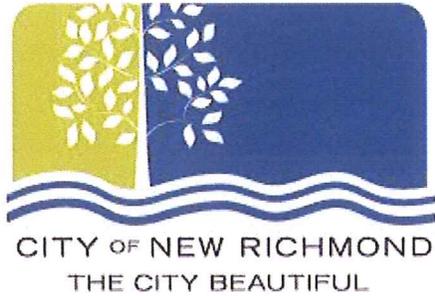
3. PROCEDURE

a. All media inquiries, whether verbal or written, are to be directed to the City Administrator who will evaluate the request and answer or direct it as appropriate to the following:

1. To the Mayor, City Council, Board or Commission Chair, or Department Head depending on the type of inquiry.
2. To appropriate board or commission members if the inquiry requires their consensus and approval.
3. To individual members when the inquiry concerns trends by type of industry.

b. Any media contact not made initially through the City Administrator/Utility Manager should be immediately reported to this individual.

c. All press releases will be issued as deemed necessary and relevant by the City Administrator. The City Administrator/Utility Manager will approve all press releases prior to distribution. In addition, press releases that include quotes by staff will be approved by the individual quoted. Staff who work with organizations seeking approval for press releases that mention the City of New Richmond must send such releases to the City Administrator/Utility Manager for review prior to distribution.



156 East First Street
New Richmond, WI 54017
Ph 715-246-4268 Fax 715-246-7129
www.newrichmondwi.gov

TO: Mayor and City Council

FROM: Mike Darrow, City Administrator

DATE: June 25, 2015

RE: Library / Commons Project Update

The purpose of this agenda item is to provide an update on this project as well as possible next steps. Since the last City Council meeting there have been updates related to the School Board's resolution as well as the framework related to design timelines.



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TO: Mayor and City Council

FROM: Mike Darrow, City Administrator

DATE: June 25, 2015

RE: Budget Goals

City staff will provide a brief presentation on the 2016 budget process including timelines, process and outcomes. Prior to the meeting, we are asking the City Council to consider specific goals and/or objectives as a part of the 2016 budget.