

## Borkowski, Mark

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**From:** Cheryl Nenn <Cheryl\_nenn@milwaukeekeeper.org>  
**Sent:** Tuesday, September 12, 2017 10:46 PM  
**To:** Kovac, Nik; Bohl, James; Donovan, Robert; Borkowski, Mark; Bauman, Robert; Vornholt, Paul; Korban, Ghassan; Bekele, Solomon  
**Subject:** PW Agenda Item 13 Amendment to US Venture Lease

Esteemed Public Works Committee—

On behalf of Milwaukee Riverkeeper, we are happy to see item 4 on this 4<sup>th</sup> Lease Amendment for US Venture/US Oil, which states that the “Tenant agrees that it shall not use the Additional Property or any part of the original 11.1 acre parcel described in the Lease Agreement or the smaller parcels added by the First, Second, and Third Amendments to the Lease Agreement (Collectively the “Property”) to receive, handle, store, ship or otherwise process or distribute crude oil.” We believe that if there were a spill of crude oil, that it would be difficult if not impossible to remediate given our local resources and what I’ve been told by response agencies. We appreciate this change to the lease. We are also working with other partners to try to pass federal legislation to ban transport of crude oil over the Great Lakes, which is the drinking water source for 40 million Americans and Canadians.

However, we do remain concerned that there seems to be no other consideration of provisions to protect Lake Michigan and other waters from increased shipment of ethanol and possibly other hazardous chemicals over the Great Lakes to Canada and Europe (as reported in the Press and at past City meetings), other than item 1 (under land description), which states “Any spills or other environmental issues shall be the responsibility of the party causing the problem and shall be remediated as soon as possible to the satisfaction of the City.” While this is a good inclusion, and we assume other parts of the core lease require any spills to waterways to be instantly reported to WDNR and US Coast Guard as part of the National Response Center, this provision operates from a place of response versus prevention. Are there any best practices that could be inserted into the lease that could prevent spills or other issues before they happen, especially given the inclusion of a new pipeline that will facilitate movement of ethanol and other materials to ships? Are there industry standards that regulate that pipeline (e.g. from PHMSA)? And if so, does the City have a role in reviewing those safety and maintenance records? Does US Venture have a Spill Response Plan that is reviewed by the Port staff or City staff? Do they have a plan to address stormwater runoff from the site and minimize any contact between stormwater and ethanol and other chemicals being stored and transported? It is our understanding that there has been minimal shipment of ethanol in the past at the Port of Milwaukee.

If BOZA approves a big increase in storage and transportation of ethanol and possibly other hazardous materials (which is not mentioned at all in this lease amendment by the way), then what safety provisions will be followed to ensure that our environment and public safety are protected as part of this storage at the Port and transportation of chemicals and materials over our roads and through our communities? If BOZA includes provisions, will those be added to this lease amendment before the full Common Council votes?

Thank you for your consideration of these comments and I look forward to future opportunities to discuss these issues. I apologize for missing the DPW meeting, but I have a pre-existing meeting in Menomonee Falls.

Respectfully,

Cheryl

**Cheryl Nenn**  
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