

EXHIBIT I: REVISED PROJECT GOVERNANCE AND ROLES AND RESPONSIBILITIES EFFECTIVE OCTOBER 1, 2013

2. Project Governance

The City designates the City's Department of Administration ("DOA"), or its designee, to carry out the roles for the City as set forth in this Agreement. Any direction to be exercised on the part of the City or any approvals to be granted under this Agreement shall be given by the DOA or its designee. The Me2 Program shall be construed as independent from the We2 programs in the cities of Racine and Madison and its design and implementation is subject only to the approval of the City, WECC, and the DOE. The Parties may design and administer the Me2 Program and all its various elements without the consent of the two other Partner Cities.

The City shall have final approval, subject to potential DOE approval where required by the terms of the Grant Agreement, of Me2 program design, budget revisions; marketing strategy; workforce development strategy; fiscal leveraging strategy including loan capitalization plan, loan servicing strategy, and loan loss reserve legal set-up contracts; contractor development strategy; and revisions to the Statement of Project Objectives.

3. WECC Roles & Responsibilities

WECC, as the Recipient of the DOE Grant, shall have the following roles and responsibilities:

- a. Customer outreach and support activities to promote the Me2 loan program.
- b. Technical review of commercial Me2 projects to validate energy savings. WECC shall collect energy savings estimates for residential Me2 projects from Focus on Energy to report to DOE. Technical reviews of PACE projects may be provided on a fee per project basis, when such reviews are requested by the City.
- c. Act as a customer "conciierge" to provide guidance to Milwaukee homeowners and businesses interested in using the Me2 loan program. Upon procurement of a third-party information technology system as set forth in section 4.o. of this Exhibit I, WECC staff shall use the system to coordinate projects among customers, contractors, program staff, and supporting financial institutions. WECC shall be responsible for initially helping customers get established into the system and assisting customers when they are having trouble advancing to the next step in the process.
- d. Perform all required grant funding tracking, project reporting, and DOE report generation and reporting tasks.
- e. On at least a monthly basis, provide the City with performance reports on customer leads, completions, dollar value of projects, and energy savings for the loan program. The report shall include address of completions. On a quarterly basis, WECC shall provide reports on the status of the Me2 budget beginning with the fourth quarter of 2013, which report shall be due January 31, 2014. Subsequent quarterly reports shall be due 30 days after the end of the quarter. WECC shall also provide the City with copies of its quarterly reports to DOE and quarterly reports from the Me2 financing

partners, including but not limited to, Summit Credit Union and the Milwaukee Economic Development Corporation. Notwithstanding any provisions of the CWA to the contrary, on a quarterly basis, WECC shall report to the City on contractor compliance with the CWA and report on total job hours and RPP hours by contractor.

- f. Provide financial management infrastructure to manage, control, and disburse all grant funds according to requirements for project and Me2 Program activities.
- g. Participate in bi-monthly meetings/conference calls with City staff. WECC will work to ensure that the proper decision makers participate in these meetings on the Me2 Program, thereby facilitating efficient implementation of the City's directives.
- h. At least one WECC field staff shall be on location in the City of Milwaukee three days per week to be available to perform in-field activities, including but not limited to, customer outreach, community marketing events, and project site inspections, or other program activities as requested by the City, with the exception of vacation weeks, weeks with holidays, weeks where the staff is ill, or other weeks where they are out at professional development events. During the weeks noted as exceptions WECC will make every attempt to ensure that the City gets a proportional amount of staffs' time.
- i. Act as the liaison to contractors and vendors. All contractors and vendors shall continue to be subject to the requirements of the Community Workforce Agreement ("CWA"), attached to and made a part of the Cooperation Agreement as Exhibit E, to be eligible to participate in the Me2 program. WECC shall disqualify contractors who fail to meet the requirements of the CWA and shall timely update participating contractor lists.
- j. WECC shall not issue a Request for Proposals ("RFP") or Request for Qualifications ("RFQ") without the prior review and approval of the City. WECC may select a vendor pursuant to the terms of a RFP but shall not execute a contract with the vendor until the contract terms are reviewed and approved by the City.
- k. In coordination with the City, ensure compliance with all applicable regulatory requirements governing Me2 Program implementation. Subject to the City's obligation in Section 4.i. of this Exhibit I, WECC is responsible for compliance with DOE reporting requirements for this Grant.
- l. Implementation of reasonable City directives on the Me2 program and data requests from the City as outlined in section 3(e). Such requests shall not be unreasonably withheld, conditioned, or delayed.
- m. Coordinate with the City, as necessary, on any future Clinton Climate Initiative HEAL WI Pilot programming for employers located in the City of Milwaukee.
- n. Upon completion of data gathering and analysis, distribute to the City all reports generated by the MIT study.

4. City Roles & Responsibilities

The City shall oversee and direct the Me2 program consistent with the objectives of DOE's Better Buildings Neighborhood program. The City agreed to participate as a sub-recipient of the original DOE grant award to facilitate a multi-city partnership, and is subject to and shall comply with the "Special Terms & Conditions" attached to the DOE grant award for sub-recipients (attached to the Cooperation Agreement as Exhibit C) and shall use its sub-recipient award funds and its portion of the other "contractual" funds for the following roles and responsibilities under this Agreement:

- a. Direct WECC in policy and design of the Me2 Program.
- b. The City shall have direct communication with DOE and shall participate in joint calls with DOE and WECC.
- c. Provide marketing for the Me2 program.
- d. Approve procurement documents, including RFPs, RFQs, and project bid documents before they are issued to the public.
- e. Approve vendor selections, including but not limited to loan loss reserve fiscal agents, and banks or other loan capitalization offers.
- f. Direct the review and approval of changes to the Me2 budget.
- g. The City shall retain all program income generated from the Me2 Program for use in future Me2 Program efforts, including but not limited to loan servicing fees, interest rate spreads on residential and small business loans, loan-loss reserve fees, contractor fees, and fee-for-service income. The City may, in its sole discretion and for the purpose of implementing the objectives of the Me2 Program, permit WECC to retain a portion of Me2 Program income for the sustainability of the Me2 Program.
- h. Assist WECC by tracking and providing available information from functions performed by the City necessary for WECC to meet the DOE project reporting requirements.
- i. Coordinate with providers of the Wisconsin Focus on Energy program. When appropriate, the City may partner with those providers to efficiently deliver Me2 information and services to Milwaukee homeowners and business.
- j. As it deems reasonably necessary or appropriate, the City shall provide outreach and advocacy to businesses and the public on sustainable practices and related funding opportunities, including the availability of the Me2 Program. The City shall endeavor to identify additional sources of funds to leverage towards the Me2 Program and these other related sustainability efforts, such as CDBG grants.
- k. City staff shall administer the recently-enacted PACE program under the Me2 brand name, and may request WECC support for technical reviews as described in section 3(b)
- l. The City may use Grant funds to procure a third-party IT system to support program functions, including but not limited to, coordinating projects among customers, contractors, program staff, and supporting financial institutions. Examples of such systems include Salesforce.com, Energy Savvy systems, or systems designed by the City's Information Technology and Management Division.
- m. After the term of this Agreement, the City will assume responsibility for federal reporting

of loan loss reserves, revolving loan funds, or other “evergreen” funds unless the Parties agree to other reporting strategies.

- n. Coordinate with WECC, as necessary, on any future Clinton Climate Initiative HEAL WI Pilot programming in the City of Milwaukee.
- o. Continue to allow the MIT study to continue, until completion. Coordinate with WECC, as necessary.
- p. All approvals and responses to WECC’s reasonable requests by the City shall not be unreasonably withheld, conditioned, or delayed.