

AMENDMENT TO THE COOPERATION AGREEMENT BETWEEN THE WISCONSIN ENERGY CONSERVATION CORPORATION AND THE CITY OF MILWAUKEE REGARDING THE WISCONSIN ENERGY EFFICIENCY PROJECT AND THE MILWAUKEE ENERGY EFFICIENCY PROGRAM

This, Amended Cooperation Agreement (hereinafter "Amended Agreement") with an effective date of August ____, 2011, ("Effective Date") is made by and between Wisconsin Energy Conservation Corporation, a non-profit corporation with its principal business address at 431 Charmany Drive, Madison, Wisconsin 53719 ("WECC") and the City of Milwaukee, a Wisconsin municipal corporation ("City"), hereafter collectively referred to as the "Parties" and individually as a "Party".

WHEREAS, WECC and the City have previously executed a Cooperation Agreement Between the Wisconsin Energy Conservation Corporation and the City of Milwaukee regarding the Wisconsin Energy Efficiency Project and the Milwaukee Energy Efficiency Project dated July 27, 2010, ("Cooperation Agreement") which sets forth the roles, responsibilities, and allocation of resources between WECC and the City from a grant award awarded to WECC on behalf of the partner cities of Milwaukee, Madison and Racine from the United States Department of Energy ("DOE") in Funding Opportunity Announcement Number DE-FOA-0000148 Recovery Act; Energy Efficiency and Conservation Block Grant; Competitive Solicitation; Retro Ramp-up and General Innovation Fund programs.

WHEREAS, the City of Milwaukee Common Council in Clean Energy Financing Ordinance, Common Council File #110139 passed by the Common Council on July 6, 2011, has approved the Clean Energy Financing Program administered by the City in which approved owners of eligible, existing non-residential buildings in the City of Milwaukee and a third party lender may be authorized by the City to seek recovery of a financing agreement to finance and install eligible energy efficiency, water saving and renewable energy improvements in said buildings as municipal special charges pursuant to Section 66.0627 of the Wisconsin Statutes.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. The Parties wish to amend the Cooperation Agreement pursuant to Paragraph 24 of the Cooperation Agreement that expressly

provides that WECC and the City may agree to amend that agreement by writing.

2. WECC and the City agree that the Cooperation Agreement shall be amended to transfer \$1,500,000 of DOE EECBG grant funds from WECC to the City for use as a Delinquent Special Charge Reserve Fund ("Fund") to support the Clean Energy Financing Program administered by the City. The transferred funds, without further approval from WECC and/or DOE shall only be used by the City to establish a reserve fund to compensate the City for any delinquent special charges levied onto the City's tax roll pursuant to the terms and requirements of the Clean Energy Financing Ordinance passed by the Milwaukee City Common Council on July 6, 2011 (attached as Amended Exhibit A). This limitation to use grant funds to compensate the City for delinquent special charges shall apply for first generation loans under the Clean Energy Financing Program. If the reserve is no longer needed as Clean Energy loans are paid off, the City reserves the option to reprogram the funds for other activities to promote energy efficiency consistent with the DOE grant.
3. The administration and use of these specific funds transferred under this Amended Agreement by the City are subject to the DOE and other requirements stated in the Cooperation Agreement that limit the use of these grant award funds consistent with the objectives, terms and requirements of the DOE grant award and the requirements set forth in Exhibits A, B and C of the Cooperation Agreement and to all DOE guidance issued subsequent to the Cooperation Agreement for the Retrofit Ramp-up Program (now known as the Better Buildings Program). No grant award funds, directly indirectly, may be used or expended for any project for gambling establishments, aquariums, zoos, golf courses or swimming pools.
4. This Amended Agreement hereby incorporates all of the terms, requirements, Conditions and Annexes set forth in the Cooperation Agreement other than the amended amount of funds transfers to the City under Paragraph 6 and Exhibits D of the Cooperation and Parties agree that the applicable terms for administration, reporting and expenditure of funds for the additional amount of funds transferred under this Amended Agreement shall apply to the City's use of these additional funds. The City shall report the information, as applicable, for each project under the Clean Energy Financing program in the format attached as Amended Exhibit B to this amended agreement.

IN WITNESS WHEREOF, the Parties hereby have executed this Amended Agreement as of the day, month, and year set forth above.

CITY OF MILWAUKEE

TOM BARRETT, Mayor

RONALD D. LEONHARDT, City Clerk

COUNTERSIGNED:

W. MARTIN MORICS, City Comptroller

WISCONSIN ENERGY CONSERVATION CORPORATION

Mary Woolsey Schlaefer
PRESIDENT and CEO