

**9ELECTRIC SERVICE AGREEMENT**  
**RENEWABLE PATHWAY PILOT PROGRAM**  
**WITHIN THE STATE OF WISCONSIN**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Wisconsin Electric Power Company d/b/a We Energies, hereinafter referred to as the Company, and the City of Milwaukee, a Wisconsin municipal corporation, hereinafter referred to as the Customer.

**WITNESSETH:**

The parties hereto, each in consideration of the Agreement of the other, agree as follows:

**1) NATURE OF SERVICE**

Customer desires to purchase all or a portion of their firm energy requirements from renewable resources through a Subscription (as specified below) in the Renewable Pathway Pilot Program, served by one or more Wisconsin-based renewable resource(s) owned by the Company and dedicated specifically to the Customer as follows:

**2) SUBSCRIPTION**

A. Renewable Facility, Size and Length of Subscription:

i) Renewable Facility:

3721 West 5 Mile Road  
Caledonia, WI 53108

ii) Size: The Customer elects 9,288 100-kWh blocks per month.

B. Subscription Length: 5 year

C. Subscription Price: For each billing month, the price associated with the Subscription Length will be applied to the Subscription Size. The cost to the

Customer will appear on the Customer’s retail electric bill as a separate line item consisting of the Net Price per kWh as set forth in the Rate section below.

D. Subscription Rate: The current rate is as follows:

Five Year Subscription

Year	Cost per kWh	Credit per kWh	Net Price per kWh
2024	\$0.06253	\$0.05722	<b>\$0.00531</b>
2025	\$0.06253	\$0.05722	<b>\$0.00531</b>
2026	\$0.06253	\$0.05722	<b>\$0.00531</b>
2027	\$0.06253	\$0.05722	<b>\$0.00531</b>
2028	\$0.06253	\$0.05722	<b>\$0.00531</b>
2029	\$0.06253	\$0.05722	<b>\$0.00531</b>

The Subscription Rates above will not change for the duration of the original Agreement.

The Company shall provide notice to Customer at least sixty (60) days prior to the Customer’s anniversary date of the execution of this Agreement (herein referred to as “Subscription Renewal Date”) regarding automatic renewal, termination or transfer of Customer’s renewal obligation.

E. Subscription Renewal:

Unless the Customer provides written notice to the Company that the Customer would like to renew, the Agreement shall terminate on the five (5) year anniversary date (Subscription Renewal Date) at the Customer’s Subscription as set for the in A. above. The Customer may choose a one (1) year subscription, going forward. In such case, the Customer shall execute an Amendment to this Agreement setting forth the terms and conditions of a one year subscription.]

- F. Subscription Size Increase: Subject to the Availability under the Renewable Pathway Pilot Program tariff and, and adequate notice prior to the Subscription Renewal Date, the Customer may request from the Company to increase the number of kWh per month blocks. In such case, the Customer shall execute an Amendment to this Agreement setting forth the terms and conditions of a one year subscription.
- G. Subscription Transfer: The Customer may elect to transfer the Subscription to a new premise of the Subscriber within the Company's service territory provided the following:
- i) The Customer provides at least ninety (90) days written notice of transfer. Failure to provide the Company at least ninety (90) days' notice may result in the Customer being subject to the Cancellation and Early Termination fee as described in Section G. below.
  - ii) If the Subscription Size as defined in Section A above exceeds 100 percent of the average annual usage at the new premise, the Subscription will be reduced without charge to a level not to exceed 100 percent of the average annual use of the new premise.
  - iii) The Customer shall execute an amendment to this Agreement whereby the Company will provide written notice as to the effective date of the transfer to the new premise Service Address ("Effective Date") and new Subscription Size, as applicable. As of the Effective Date, the service address and new Subscription Size will replace the corresponding information in this Agreement.
- H. Cancellation and Early Termination Fee:

If the Customer terminates Agreement terminate this Agreement prior to the Subscription Renewal Date, an Early Termination Fee (as described below) shall apply except in the case of a Force Majeure event:

i) Early Termination Fee: Shall be equal to the Customer's actual Subscription Size for the 6-month period ending on the date the Customer provides notice of Termination ("Termination Date") multiplied by a per kWh amount of \$0.01 ("Early Termination Fee Rate). If the Customer provides written notice of termination to Company more than thirty (30) days prior to Customer's Subscription Renewable Date, the Customer shall be subject to the Termination Fee Rate. If the Customer does not have at least twelve (12) months of usage, the anticipated twelve (12) month usage shall be calculated as the number of kWh blocks per month multiplied by twelve (12). The anticipated twelve (12) month usage will then be multiplied by the Early Termination Fee Rate to determine the Early Termination Fee. In the event the Customer provides notice of cancellation due to Force Majeure, the Early Termination Fee shall not apply.

I. Cancellation by Company: The Company shall have the unilateral right to cancel a Subscription at any time if one or more renewable generation resources supporting the Customer's subscription experiences a Force Majeure event (as defined as which shall mean those events beyond the reasonable control of, and without the fault of negligence of, the Company claiming Force Majeure which, through the exercise of Good Utility Practice, that Company could not have avoided and which, by exercise of due diligence, that the Company is unable to overcome) or for any other reason. Upon cancellation by the Company for any reasons other than violation of any of the terms of this Agreement, no Early Termination Fees will apply.

### 3) **ADDITIONAL TERMS AND CONDITIONS OF DELIVERY**

A. In addition to the rate above, all rates and conditions of delivery of the applicable rate schedule(s) under which the Customer is currently served are applicable and shall appear on the Customer's monthly bill.

- B. All Renewable Energy Credits (RECs) associated with the subscription shall be assigned to the Company on behalf of the Customer, and the Company shall retire any RECs associated with a subscription under this Agreement that are tracked in the Midwest Renewable Energy Tracking System (MRETS) program or any similar program on behalf of the Customer. The Company shall provide the customer with documentation of the retired RECs by July 1 of each year.
  
- C. The Customer, which is defined by tax ID for non-governmental entities or a single unit of government (e.g., municipality, county, school district, etc.), with multiple accounts eligible for this Renewable Pathway Pilot Program, may aggregate any of its eligible accounts under a single agreement application with the Company, up to the maximum number of accounts, as determined by the Company.
  
- D. Subject to the availability and notice prior to the Subscription Renewal Date, the Customer may request to increase the number of kWh per month blocks. The Company, at its sole discretion, may allow for such increase in kWh per month blocks. Section A. above shall then be revised accordingly to reflect the additional blocks and shall enter into an Amendment as set forth in Section F above.
  
- E. If the Customer uses less energy in a month than the amount subscribed in Section A of this Agreement, the Customer is still responsible for payment for the blocks for which it is subscribed under Section A above.
  
- F. The Customer may only subscribe to this schedule and the Company's other renewable offerings including the Experimental Renewable Energy Rider, Dedicated Renewable Energy Resource Pilot Program, "Solar Now" Solar PV System Hosting Pilot Program or any future voluntary renewable energy offering, if the total amount of all subscriptions combined does not exceed 100% of the average annual usage at the premise of the Subscriber. If the Customer's premise is served by distributed generation resources, the Subscription Size in Section A

combined with the distributed generation resources may not exceed 100% of the average annual usage at the premise of the Customer.

- G. All rates are subject to periodic adjustments to pricing as approved by the Public Service Commission of Wisconsin (“PSCW”); provided however, that the pricing will remain unchanged for the initial term of the Agreement.
- H. Service under this schedule provides for generation or purchase of renewable energy into the Company’s system and not for actual delivery to the customer.
- I. The Company reserves the right to deny or terminate subscriptions under this tariff if the Customer is in arrears with the Company.
- J. The Company reserves the right to limit subscriptions due to the availability of renewable energy.
- K. The Company reserves the right to terminate this program in its sole discretion, subject to approval of the PSCW in which case, the Customer would not be subject to the Termination Fee.
- L. The Customer entering into this Agreement waives all rights to any billing adjustments arising from a claim that the bill for the customer’s service would be cheaper on any alternative rate schedule for any period of time, including any rights under Wis. Admin. Code PSC 113.0406(4).
- M. The Customer shall be bound by, and receive and pay for service furnished hereunder in accordance with (i) the rates, terms and conditions of the Renewable Pathway Pilot Program; (ii) the rates, terms and conditions of their otherwise applicable rate schedule(s), (iii) the Company’s Rules and Regulations; and (iv) any future modifications of such rates, terms, conditions, and rules and regulations that may be ordered or approved by the PSCW. To the extent that

there are conflicts among any of the foregoing, the specific provisions of this pilot shall govern.

- N. This Agreement shall be binding upon the successors and assigns of the respective parties hereto.
- O. Service under this schedule provides for the generation of renewable energy into the Company's system and not for the actual delivery to the Customer.
- P. The Company and its contractors and subcontractors that will construct the Renewable Facility subject to this Agreement will make best efforts to provide 20% of the labor hours on the project to qualifying participants in the City of Milwaukee's Residents Preference Program (RPP) using workers certified through WRTP/BIG STEP. If the Company and its contractors cannot find the required RPP workers through WRTP/BIG STEP and the City's compliance staff agrees, the Company and its contractors and subcontractors will work with the local Workforce Development Board, Employ Milwaukee, Inc. (EMI) , to plan and participate in hiring events that connect job seekers underrepresented in solar energy careers with employment opportunities. EMI is committed to working with the Contractor and City to provide funding for occupational skills training, On-the-Job Training, and Incumbent Worker Training (upskilling of current workforce), contingent upon eligibility and available funding. All workforce development efforts will be documented and discussed with city staff prior to construction to ensure best efforts in compliance.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

CITY OF MILWAUKEE

WISCONSIN ELECTRIC POWER COMPANY

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_