

MEMORANDUM OF AGREEMENT
Between
UNITED STATES ARMY CORPS OF ENGINEERS
WEC ENERGY GROUP and
AMERICAN TRANSMISSION COMPANY LLC

RELATIVE TO
PRIORITY PROJECT REVIEW UNDER
SECTION 404 OF THE CLEAN WATER ACT
And
SECTION 10 OF THE RIVERS AND HARBORS ACT OF 1899

This Memorandum of Agreement (Agreement) between the American Transmission Company LLC through its corporate manager, ATC Management Inc. (collectively ATC), and the WEC Energy Group (WEC)¹ (collectively referred to as “the Utility Partners”), and the United States Army Corps of Engineers, St. Paul District (Corps) (collectively with the Utility Partners, “the Parties”) establishes a mutual framework governing the respective responsibilities of the Parties for the acceptance and expenditure of funds contributed by the Utility Partners to provide for the Corps’ expedited evaluation of the Utility Partners’ pre-application requests, pre-construction notifications and applications for Department of the Army permits for activities with a public purpose submitted under Section 404 of the Clean Water Act (“Section 404 CWA”) and Section 10 of the Rivers and Harbors Act of 1899 (“Section 10 RHA”).

This agreement is entered into pursuant to Section 214 of the Water Resources Development Act of 2000 (WRDA 2000, Public Law No. 106-541, 33 U.S.C. § 2352), as amended (“Section 214”). Section 214 allows the Secretary of the Army, after public notice, to accept and expend funds contributed by a non-federal public entity to expedite the evaluation of a permit of that entity related to a project or activity for a public purpose under the jurisdiction of the Department of the Army. In doing so, the Secretary must ensure that the use of such funds will not impact impartial decision-making with respect to permits, either substantively or procedurally. The authority provided for a public utility company, natural gas company, or railroad carrier expires after June 10, 2024.

By memorandum dated June 29, 2015, the Secretary of the Army delegated his authority to the Assistant Secretary of the Army for Civil Works. This authority has been further delegated by memorandum dated July 1, 2015, to the Chief of Engineers and his authorized representatives to, after public notice, accept and expend funds contributed by non-federal public entities, public-utility companies, or natural gas companies to expedite the evaluation of permits under the jurisdiction of the Department of the Army. The Chief of Engineers further delegated this authority to District and Division Engineers by memorandum entitled, “Updated Implementation Guidance for Section 1006 of the Water Resources Reform and Development Act of 2014 and Guidance on the Use of Funding Agreements within the Regulatory Program,” dated September 2, 2015. This delegation is subject to the limitations described in the implementation guidance, including the District Engineer’s approval of said agreements and additional standards the District must comply with to ensure impartial decision making.

¹ WEC Energy Group includes subsidiaries Wisconsin Electric Power Company and Wisconsin Gas LLC (d.b.a. We Energies), Wisconsin Public Service Corporation, Minnesota Energy Resources Corporation, and the Wisconsin River Power Company.

RECITALS

- A. WHEREAS, the Corps has regulatory jurisdiction over certain activities occurring in waters of the United States pursuant to Section 404 CWA and navigable waters of the United States pursuant to Section 10 RHA;
- B. WHEREAS, the Utility Partners are public-utility companies as defined in 42 U.S.C. 16451 and may enter into this Agreement;
- C. WHEREAS, early coordination and timely review of the Utility Partners' pre-application requests, pre-construction notifications and permit applications (herein after referred to as "the Utility Partners' requests to the Corps") submitted under Section 404 CWA and Section 10 RHA are critical to the Utility Partners' abilities to meet scheduled deadlines for providing safe and reliable energy services, which serve a public purpose;
- D. WHEREAS the Corps is unable, with current staff resources, to provide expedited evaluation of the Utility Partners' requests to the Corps submitted under Section 404 CWA and Section 10 RHA;
- E. WHEREAS, the Parties have agreed that it will be mutually beneficial and serve to increase efficiencies to supplement Corps staffing above existing levels;
- F. WHEREAS, the Parties have determined that the agreed upon supplemental staffing will provide expedited review of the Utility Partners' requests to the Corps;
- G. WHEREAS, the Parties believe that the Utility Partners have sufficient work associated with the processing of Department of the Army permits to warrant joint employment of one full-time employee (FTE) for the term of this Agreement;
- H. WHEREAS, the Utility Partners are willing to fund the Corps for supplemental staffing to provide these functions;
- I. WHEREAS, the Parties anticipate that this Agreement and funding transfer will be able to demonstrate an improvement in Corps' responsiveness;
- J. WHEREAS, the Corps issued an initial Public Notice regarding their intent to accept and expend funds contributed by the Utility Partners;
- K. WHEREAS, the Corps determined that the acceptance and expenditure of funds from the Utility Partners is appropriate, and an informational public notice will be issued regarding their decision; and
- L. WHEREAS, it is understood and acknowledged by all Parties that the Corps' expedited review of the Utility Partners' requests to the Corps associated with the Utility Partners' projects will be completely impartial and in accordance with all applicable Federal laws and regulations.

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

AGREEMENT

ARTICLE I. SCOPE

- A. The Utility Partners will provide funds to the Corps to expedite the evaluation of Utility Partners' requests to the Corps submitted under Section 404 CWA or Section 10 RHA.

- B. The Corps will provide staffing resources, specifically one supplemental full time employee (FTE), exclusively dedicated to expediting the Utility Partners' requests to the Corps and services related to the evaluation of these requests, as described within this Agreement; and/or other programmatic efforts to support efficient decision-making related the Utility Partners' Section 404 CWA and Section 10 RHA permitting needs.
- C. Duties of the supplemental FTE shall be limited to those necessary to expedite the evaluation, processing and efficient decision-making on the Utility Partners' requests to the Corps identified pursuant to this Agreement.
- D. The processing of pre-construction notifications and applications associated with Utility Partners' projects shall include full consideration of all relevant and applicable environmental laws and regulations. In no way shall it be construed or implied that the Parties intend to abrogate by entering into this Agreement any obligations or duties to comply with applicable Federal or state laws, regulations, guidance, policies and/or procedures by entering into this Agreement.
- E. Funds contributed by the Utility Partners hereunder shall be expended on the supplemental FTE. Funds will not be expended for review of the supplemental employee's work by his or her supervisor or other Corps staff in the decision-making chain of command. The Corps will not expend funds provided by the Utility Partners to defray the costs of activities related to Corps' enforcement functions, but may use funds related to permit compliance functions.
- F. Use of funds will not affect the impartial decision-making of the Corps either substantively or procedurally.
- G. If any funds provided by the Utility Partners are expended and not replenished, any remaining projects will be processed like those of any permit applicant.

ARTICLE II. RESPONSIBILITIES OF THE PARTIES

- A. Utility Partner Responsibilities
 - 1. Unless otherwise agreed to in writing by all three Partners, the expenditures for one FTE will be evenly distributed between the Utility Partners, with each Utility Partner funding one-half (1/2) of one FTE. The FTE should meet the professional standards described in Attachment A. Additional positions and subsequent funding may be added under this Agreement if all parties to the Agreement find that the workload warrants additional expenditures. The costs of funding the FTE shall include all salary-related costs assessed by the Corps. The annual estimated and actual costs for a supplemental employee include:
 - a) Salary and benefits (including paid Federal holidays) for the FTE (as described in Attachment B), adjusted annually to cover appropriate cost of living and performance based salary increases within the employee's pay grade under the General Schedule pay scale.
 - b) Actual burdened overhead rate for the Corps including:

- (1) Effective Rate
 - (2) Departmental Overhead Rate
 - (3) General Administrative Rate
 - c) Credit hours, compensatory and overtime labor compensation, travel, and per diem at Federal Government rates, as needed to support the expedited review contemplated by the Agreement.
 2. The Utility Partners shall review monthly Corps submittals of actual account of expenditures. The Utility Partners shall request a meeting to clarify the account of expenditures within 30 days of receipt if the Utility Partners disagree with the Corps submittals. In the event of a disagreement over the account of expenditures, the Utility Partners pledge to negotiate in good faith toward reconciliation of the disputed amount.
 3. Within 60 days following the last signature of this Agreement, the Utility Partners shall provide the assigned Corps supplemental FTE with a project-planning list that will be updated and submitted at least quarterly. Generally, the list shall provide project title, location, type of project, status (planning, design, permitting, etc.), and construction dates.
 4. On a quarterly basis and as needed, the Utility Partners shall establish priority listing of their respective projects for the Corps that will guide the Corps supplemental FTE's efforts in the expedited review process.
 5. On a quarterly basis, or as needed, each Utility Partner shall meet with the Corps to evaluate work performed under this Agreement.
 6. When a Corps verification or permit authorization is needed, the applying Utility Partner shall prepare and submit to the Corps a complete notification request or permit application as required by Corps regulations set forth in 33 CFR 325, general permits, letters of permission (LOP) and St. Paul District Policy. The Utility Partner shall provide all information necessary for Corps evaluation of notifications and permit applications, delineations of aquatic resources and jurisdictional determinations.
- B. Corps Responsibilities
1. The Corps shall supplement its existing staff, which currently evaluate Utility Partners' notifications and permit applications and participate as a commenting agency on planning and environmental studies on a routine basis, by hiring one professional supplemental FTE meeting the Professional Standards for Supplemental Employees established in Attachment A; and shall use the funds provided by the Utility Partners under this Agreement to pay the costs of this supplemental FTE's salary as described in Attachment B.
 2. The Corps shall establish a separate financial account for ATC and WEC to track receipt and expenditure of funds associated with this Agreement. The supplemental FTE will charge his or her time against this account when doing work to expedite the processing of the Utility Partners' permit applications.
 3. The Corps shall ensure that the supplemental FTE keeps a bi-weekly time record. The Corps will make time records for the supplemental FTE available to the Utility Partners monthly. These records shall account for 100 percent of the time worked by the supplemental FTE, including any time spent on work not covered by this Agreement. In addition, the Corps shall keep accurate accounting records of all receipts and disbursements of all funds received

- pursuant to this Agreement, produce such records and reports, and allow extracts and copies to be made for examination on a monthly basis by either, or both, Utility Partners.
4. The Corps will follow procedures to ensure impartial decision-making. For details concerning these procedures, please see Article V (Impartial Decision-Making).
 5. The supplemental FTE provided for under this Agreement shall serve as a Corps Project Manager on the Utility Partners' requests to the Corps and shall be dedicated full-time to work on those projects. Any hiring undertaken by the Corps pursuant to this Agreement shall, at all times, conform to the applicable Federal rules, regulations, orders and approvals including procedures and requirements relating to labor standards, equal employment opportunity, nondiscrimination, compliance with the Americans with Disabilities Act, anti-solicitation, information, auditing and reporting provisions. The Corps shall notify the Utility Partners prior to making any staff changes of supplemental employees. Any notices of staff changes shall be accompanied by documentation demonstrating continued compliance with the Professional Standards of this Agreement.
 6. The Corps shall convene monthly, or as agreed on by all parties, meetings with the Utility Partners to establish priorities and evaluate activities performed under this Agreement.
 7. In the event of disagreement over statements of expenditures, the Corps shall negotiate in good faith towards reconciliation of the disputed amount. The Corps shall continue the expedited review of the Utility Partners' requests to the Corps associated with utility projects throughout negotiations as long as current advance payment is sufficient to cover the costs of expedited review.
 8. The Corps shall update the cost estimate at Attachment B for each fiscal year or portion thereof covered by this Agreement by August 1st. By September 15, the Corps shall invoice the Utility Partners for the funds needed to support the agreed-upon supplemental employee or portion thereof for subsequent fiscal years.
 9. The Corps shall expedite review and decision making for the Utility Partner's requests to the Corps in accordance with the purpose, terms, conditions of this agreement; and with the performance measures outlined in Attachment C of this Agreement.
 10. Participate with other federal, state and local agencies in the concurrent and proactive review of the Utility Partners' requests to the Corps associated with projects and provide concurrences or recommendations, as appropriate. The level of participation will be determined by the project's relative priority, as identified by the Utility Partners, as well as the Corps current and projected workload of Utility Partner notifications and applications.
 11. Duties of the supplemental FTE may include, but are not limited to:
 - a) Attend site visits, pre-application coordination meetings and preliminary engineering reviews;
 - b) Perform or review delineations of aquatic resources and prepare jurisdictional determinations;
 - c) Participate in interagency scoping meetings, including pre-application meetings held by the need and routing authorities in Minnesota (PUC) and Wisconsin (PSC);

- d) Consult, as appropriate with other federal agencies and federally recognized Tribes pursuant to Section 7 of the Endangered Species Act (ESA) and Section 106 of the National Historic Preservation Act (NHPA);
- e) Advise the Utility Partner to coordinate with other Corps offices as needed if permission under 33 USC 408 may be required;
- f) Provide guidance and respond to Utility Partner inquiries regarding permit applicability;
- g) Comment on project alternatives and mitigation plans;
- h) Review and comment on biological assessments;
- i) Evaluate permit applications and prepare draft decisions;
- j) Inform the applying Utility Partner (Applicant) in writing or e-mail of the completeness of all submittals and the date on which the determination was made;
- k) Notify the Applicant in writing of incomplete submittals. The Corps will include a request for information with a detailed list of all information needed for a complete submittal. Upon receipt of information from the Applicant, the Corps shall notify the Applicant in writing as to whether the submittal is complete. If subsequent information needs arise as a result of changes to the proposal or to comply with laws or regulations such as Section 7 of the ESA, Section 106 of the NHPA, or the Section 404(b)(1) guidelines, the Corps will include a detailed list of all required information in the request for information. The date the Corps receives all the information needed for a complete submittal shall be set as the date of completeness for purposes of processing permits in accordance with the Performance Measures identified in Attachment C to this Agreement;
- l) Inform the Utility Partner if project evaluation may exceed standard processing times due to, but not limited to, issues such as required consultation under Section 7 of the Endangered Species Act, consultation of Section 106 of the National Historic Preservation Act, required on-site wetland delineation reviews (which must occur during the growing season), jurisdictional determinations, compliance with the Section 404(b)(1) guidelines, controversial public interest factors, litigation, etc.;
- m) Develop and implement processes to increase efficiency of utility projects identified pursuant to this Agreement. Activities may include review of wetland mitigation banks, development of training for Utility personnel and their consultants, and development of general permits;
- n) Provide advice and guidance to Utility Partners on ways to avoid and minimize resource impacts on utility projects identified pursuant to this Agreement to achieve improved environmental outcomes and reduce permit processing timeframes and potential delays; this includes suggestions to qualify for more streamlined permits;
- o) Prepare for, attend, and participate in meetings required or authorized by this Agreement;

- p) Evaluate and provide feedback on the following:
 - (1) Quality of work submitted to the Corps for review and approval;
 - (2) Utility staff knowledge of Corps regulations, rules, and permit requirements; and,
 - (3) Professional conduct related to communication and coordination.

ARTICLE III. FUNDING

- A. Within 30 days of the last signature on this Agreement, the Corps will request funds from each Utility Partner individually. These funds will support the agreed upon supplemental FTE necessary to provide the services contemplated by this Agreement for the remainder of the current Fiscal Year. Upon receipt of initial Advance Utility Partner payments, the Corps shall fill the supplemental position as expeditiously as possible to support work contemplated by this Agreement.
- B. Within 30 days of receiving a funding request from the Corps for the fiscal year, each Utility Partner shall transmit payment equal to the funds needed to support the agreed upon supplemental FTE for a fiscal year, or an amount prorated based on the number of months remaining in a fiscal year.
- C. Funding requests and payments shall be directed to the Principal Representatives identified in the General Terms of this agreement.
- D. The Corps shall promptly notify the appropriate Utility Partner of additional funds needed if the Corps forecasts its actual costs will exceed the amount of funds provided by the Utility Partner under this Agreement.
- E. If notified by the Corps that additional funds are needed (because actual costs exceed the amount of funds provided by a Utility Partner under this Agreement), the appropriate Utility Partner shall either: provide the additional funds to the Corps, require that the scope of work be limited to that which can be paid for by the then available funds, or directly terminate the Agreement.
- F. The Corps will credit the appropriate Utility Partner for any amount determined to be an overstatement of Corps expenses. Any funds advanced to the Corps by the Utility Partner in excess of the actual costs incurred in a billing period shall apply toward the Corps expenses in the following billing period or be returned to the Utility Partner at the termination of this Agreement.
- G. If this Agreement is modified to provide additional services from the Corps not provided by this Agreement, payment shall be made for the estimated costs for the additional services within 30 days of receiving a funding request from the Corps.

ARTICLE IV. PERFORMANCE MEASURES

- A. Performance measures are indicators of the level of achievement toward the goals of this Agreement. Performance measure results can be used to determine the effectiveness of the

- Agreement, which will help all Parties to understand, manage, and allow for modifications of the Agreement as necessary. Detailed Performance Measures are described in Attachment C.
- B. The results for performance measures will be used to examine the effectiveness of implementing the Scope of Work, to capitalize on successes and to identify ways to implement the Agreement more effectively.
 - C. The performance measures listed in Attachment C (along with specific performance targets) may be revised based on collaborative evaluation by the Parties. The initial focus is on quantitative measures where data are readily available, such as process times for Utility Partner deliverables and completeness of Utility Partner notifications and applications. Measures that address the goals of this Agreement, such as communication and coordination, are not addressed quantitatively in this Agreement. They will, however, be addressed and documented qualitatively during regular meetings.
 - D. A project may be excluded from the performance measures if the parties agree that the circumstances of the specific project or prioritization of work load would interfere with the project meeting the performance standards.
 - E. Performance measures will be evaluated independently for each Utility Partner and the Corps. The performance of one Utility Partner and Corps shall not affect the performance evaluation of the other Utility Partner and Corps.

ARTICLE V. IMPARTIAL DECISION MAKING

It is understood and agreed that in order to ensure that the acceptance and expenditure of funds will not impact impartial decision making with respect to permit reviews and final permit decisions, either substantively or procedurally, the Corps will comply with the following standards:

- A. For the purposes of this agreement, the permit decision maker is the person that has been delegated signature authority. Signature authority varies depending on the level of review. All final permit decisions and decision documents for cases where Section 214 funds are used, including reporting general permit verifications, must be reviewed and approved in writing by a responsible official at least one level above the decision maker. The responsible official doing the one-level-above review must be a position that is not partially or fully funded by Section 214 funds under this agreement.
- B. All preliminary and approved jurisdictional determinations made on projects where Section 214 funds are used must have documentation that a non-funded regulator reviewed and agreed with the determination (e.g., peer review).
- C. All final permit decisions, including all general permit verifications, for cases where Section 214 funds are used will be made available and updated monthly on the Headquarters, U.S. Army Corps of Engineers Regulatory web page in an area separate from any other final actions, clearly identifiable as being for projects funded by and through this authority.
- D. Any procedures or decisions that would otherwise be required for a specific type of project or permit under consideration cannot be eliminated; however, process improvements that are developed can be shared in order for all members of the regulated public to benefit.
- E. The Corps must comply with all applicable laws and regulations.

- F. Funds will not be used for enforcement or compliance activities.

ARTICLE VI. RESPONSIBILITY FOR COSTS

- A. If liability of any kind is imposed on the United States relating to the Corps' provision of services under this Agreement, the Corps will accept accountability for its actions, but the Utility Partners shall remain responsible as the program proponent for providing such funds with an upper limit equal to the cost of each FTE as defined in Attachment B.
- B. Notwithstanding the above, this Agreement does not confer any liability upon the Utility Partners for claims payable by the Corps under the Federal Torts Claims Act. Nothing in this Agreement is intended or will be construed to create any rights or remedies for any third party, and no third party is intended to be a beneficiary of this Agreement.

ARTICLE VII. GENERAL TERMS

- A. To provide for consistent and effective communication between ATC, WEC, and the Corps, each Party shall appoint a Principal Representative to serve as its central point of contact on matters relating to this Agreement.

For the purposes of this Agreement, ATC's Principal Representative shall be:

Joan Kozisek
Environmental Team Leader
American Transmission Co.
5303 Fen Oak Drive
Madison, WI 53718
Tel: 608-877-7054

For the purposes of this Agreement, WEC Energy Group's Principal Representative shall be:

David Lee
Director Water Quality
WEC Energy Group
333 W. Everett St., Rm. A231
Milwaukee, WI 53203
Tel: 414-221-2158

For the purposes of this Agreement, the Principal Representative for the Corps shall be:

Chad Konickson
Chief, Regulatory Branch
St. Paul District, U.S. Army Corps of Engineers
ATTN: CEMVP-OP-R
180 East 5th Street, Suite 700
St. Paul, Minnesota 55101
Tel: 651-290-5364

If a Party changes its Principal Representative, it shall provide written notice to the other Parties.

- B. Any notice required by the Agreement to or between the Parties shall be in writing and sent to the Principal Representative by certified mail or recognized overnight courier with proof of delivery.
- C. This Agreement and all documents and actions pursuant to it shall be governed by the applicable statutes, regulations, directives, and procedures of the United States.
- D. The Parties agree that, in the event of a dispute between Parties regarding implementation of this Agreement (excluding any permit application/decisions), the Parties shall use their best efforts to expeditiously resolve that dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the Parties.
- E. This Agreement and attachments constitute the entire Agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of the terms of this Agreement shall bind a Party unless in writing and signed by each Party and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specified instance and for the specified purpose given.
- F. This Agreement does not preclude the Parties from entering other inter-agency Agreements to their respective roles and responsibilities; however, any other Agreements entered into should not contradict or otherwise undermine the intent of this Agreement.
- G. The Provisions of this Agreement shall be binding upon the Parties.
- H. This Agreement supersedes all prior negotiations and understandings between the Parties relating to the subject matter thereof.
- I. This Agreement shall not affect any pre-existing or independent relationships or obligations between the Utility Partners and the Corps.
- J. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
- K. Public Information
 - 1. In general, the Utility Partners are responsible for dissemination of public information regarding their proposed undertakings. Each Party shall make their best efforts to give the other Parties advance notice before making any public statement regarding the expedited review contemplated, undertaken, or completed pursuant to this Agreement.
 - 2. In undertaking its evaluation of permit actions pursuant to this Agreement under Section 404 of the Clean Water Act or Section 10 of the Rivers and Harbors Act of 1899, the Corps is acting in its sovereign and proprietary capacities and not as a contractor, agent, employee or servant of any Utility Partner or their subsidiaries. The Evaluations and work produced generated and maintained by the Corps to its officers, agents, employees and contractors in expediting evaluations of Utility Partner projects pursuant to this Agreement or Section 404 of the Clean Water Act or Section 10 of the Rivers and Harbors Act of 1899 is within the exclusive jurisdiction of the United States Government acting under federal law.

ARTICLE VIII. AMENDMENT, MODIFICATION AND TERMINATION

- A. This Agreement may be modified or amended only in writing and by the mutual Agreement of the Parties.
- B. The duration of this Agreement is from the date of signature of the last Party to sign this Agreement through September 30, 2019, unless extended or terminated as provided below.
- C. A Party may terminate this Agreement by providing written notice to the Principal Representative of the other Parties at the addresses provided above. Such termination shall be effective ninety (90) calendar days following receipt of notice, unless another date is mutually agreed upon by the parties. In the event of termination, the Utility Partner shall continue to be responsible for all costs incurred by the Corps prior to the effective date of termination of this Agreement. If termination is requested because a Party has not substantially fulfilled the responsibilities and terms of the Agreement, the ninety (90) calendar days will include the following additional steps:
 - 1. The Party requesting termination shall begin the ninety (90) calendar days by providing written notice to the remaining Parties Principal Representative identifying the alleged failure.
 - 2. The Party responsible for fulfilling the failed responsibility or term shall have sixty (60) days from the written notice to remedy the failure. If remedied, termination proceedings will be abandoned.
 - 3. If no satisfactory remedy is agreed upon by the Parties after the sixty (60) days has elapsed, the Party requesting termination shall provide the remaining Parties' Principal Representatives written notice of termination effective thirty (30) days thereafter.
- D. In the event that an individual Utility Partner seeks to terminate this Agreement, it may do so in accordance with the terms of this Agreement. Termination of this Agreement by an individual Utility Partner will not affect this Agreement with respect to another Utility Partner wishing to continue with the terms of this Agreement.
- E. If the Agreement is terminated prior to the Corps' completion of the processing of the Utility Partners' permit applications, the Corps' remaining work on the Utility Partners' permit applications will be handled like that of any other applicant requesting a Section 404 and/or Section 10 permit.
- F. Within 60 days after termination, the Corps shall conduct an accounting to determine the actual costs of the work performed pursuant to this Agreement. Within thirty (30) days of completion of this accounting, the Corps shall return to the Utility Partners any funds advanced in excess of the actual costs.
- G. This Agreement may be extended by one or both Utility Partners beyond September 30, 2019 by the mutual written Agreement of each Utility Partner and the Corps to the extent such extension is authorized by Section 214.

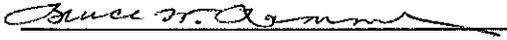
IN WITNESS WHEREFOR, the Parties hereto execute this Agreement to the last date written below.



Michelle Stokes
Manager - Environmental
American Transmission Company

Feb. 22, 2018

DATE



Bruce Ramme
Vice President Environmental
WEC Energy Group

FEB. 21, 2018

DATE



Samuel L. Calkins
Colonel, Corps of Engineers
District Engineer

5 March 2018

DATE

Attachment A

Professional Standards for Supplemental Employees

Experience and/or education in engineering, biology, natural resources, or other related environmental sciences. Working knowledge and experience with Section 404 of the Federal Clean Water Act, Section 10 of the Rivers and Harbors Act of 1899, the National Environmental Policy Act, the Federal Endangered Species Act, the National Historic Preservation Act, and the Joint Federal manual for the Identification and Delineation of Wetlands is essential. In addition, the ability to travel occasionally overnight is mandatory. Experience working with utility or linear projects. This employee will be qualified to be paid under the General Schedule pay scale.

Attachment B

Cost Estimate for a Supplemental Employee for FY 2018

Labor (approximately \$[88,925], assuming a GS-12-5 and St. Paul, Minnesota, duty station)

Fully burdened rate/salary		\$[182,683]
Effective Rate	63%	
Departmental Overhead Rate	25.4%	
General Administrative Rate	15.4%	
Add 1.5% award +/- (if applicable)		\$[1,309]
Overtime		\$[500]
Total Estimated Labor		\$[184,492]
Travel (for visiting project sites)		\$[5,000]
Computer/supplies/materials (to be supplied by the Corps)		\$0
ESTIMATED TOTAL COST TO SUPPORT ONE FTE:		\$[189,492]

Labor updated for 2018 (estimated). Cost uses duty station in St. Paul, MN (for locality pay). This may adjust based on GS level and actual location.

FTE = Full-time equivalent position.

Total will be adjusted annually to account for cost of living adjustment and performance-based salary increases. Changes to the burdened overhead rate will change periodically and will be reflected in timekeeping and billing records.

Attachment C

Performance Measures

Refer to section III. of the attached agreement for additional information about Performance Measures.

1	Corps Notifications and Applications are complete on submittal (% of Utility Partner submittals that are complete upon submittal)	Utility Partner shall meet the stated objective 75% of the time.
2	Within 15 calendar days of receipt of the submittal, the Corps will notify the Utility Partner (Applicant) if the submittal is complete and if incomplete, provide a list of additional information necessary for a complete submittal.	The Corps shall meet the stated objective 90% of the time
3	Within 15 days of receipt of additional information, the Corps shall notify the Utility Partner in writing whether or not the submittal is complete.	The Corps shall meet the stated objective 90% of the time.
4	Render decisions on General Permit Pre-Construction Notifications within 45 calendar days of complete application. ¹	The Corps shall meet the stated objective 80% of the time
5	Render decisions on individual permits within 120 calendar days of complete application. ¹	The Corps shall meet the stated objective 75% of the time
6	Render decisions on Permit modifications to individual permits (that do not require public notice) and re-verification of general permits within 15 calendar days of receiving a complete submittal ¹	The Corps shall meet the stated objective 75% of the time
7	Within 15 days of the Corps determines that a project requires Section 7 ESA and/or Section 106 NHPA consultation, the Corps will initiate the required processes within 15 calendar days of that determination. ²	The Corps shall meet the stated objective 75% of the time

¹ Excluding projects requiring Section 7 ESA and/or Section 106 NHPA consultation, Tribal consultation, and individual Section 401 Water Quality certification.

² Initiating processes may include requesting cultural resource surveys or data needed for a Biological Assessment, coordinating identification of cultural resources with consulting parties, and coordinating effect determinations with Tribal or State Historic Preservation Officers, the Advisory Council on Historic Properties, and the U.S. Fish and Wildlife Service.