



## Public Works Committee Meeting

Cravath Lakefront Room, 2nd floor  
312 West Whitewater St.  
Whitewater, WI, 53190 \*In Person

**Tuesday, December 12, 2023 - 6:00 PM**

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### MINUTES

#### 1. CALL TO ORDER

The meeting was called to order by Stone at 6:00 p.m.

#### 2. ROLL CALL

Present: Allen, Gerber, Stone

Others: Marquardt

#### 3. APPROVAL OF AGENDA

A motion was made by Allen to approve the agenda, with the addition of moving up Item 6A., and seconded by Stone.

AYES: All by via voice vote (3). NOES: None. ABSENT: None.

#### 6. NEW BUSINESS

##### **A. Discussion and Possible Action regarding granting an easement to Whitewater Solar, LLC across property owned by the Wastewater Utility.**

Marquardt introduced Drew Vielbig from Ranger Power, LLC. Ranger Power, on behalf of Whitewater Solar, LLC, requested a 100-foot easement across the northern portion of the property owned by the Wastewater Utility to locate transmission facilities. The easement is being requested to provide connectivity from proposed solar arrays east of Whitewater to the WE Energies Whitewater Generating Station. The proposed agreement includes language written to allow the flexibility of either buried transmission lines or above ground structures housing the transmission lines.

Stone asked if the width of the project was 100-feet and the length a lot longer, Vielbig agreed. Stone had a concern on page 19 of the packet, under Recitals, (c) Use. Is the adjoining land private property? Stone stated they do not have the ability to give away private property. Marquardt stated he still needs to go through the document with the City attorney. Marquardt stated he is looking for the committee's input to see if they were open to the possibility of providing an easement and if so, he would move forward with the attorney to work on updating the agreement. It would then be brought back to Council with an updated version of the agreement. Stone stated he would be in favor of under ground structures and not above ground structures housing the transmission lines. Vielbig stated this agreement is a form agreement that they use for all types of different electrical cables that are needed for these types of projects. In this particular instance, these would be low voltage cables installed and they would be more than willing to accommodate, if that was the preference.

Allen suggested using a redline mark on the document with future drafts. Marquardt was going to ask for a Word document as well to start tracking the City's changes and their changes.

Marquardt stated one question from our attorney was where the solar arrays would be located since they can be a contentious project. Vielbig said, at this time, pretty much all of the land leased with farmers is in the area that they think they need to accommodate the target size of project. The rough northern boundary is Highway 59, the rough southern boundary of the project will extend a little bit south of Highway 12. It's about 4 ½ miles top to bottom. In that 4 ½ mile area will be small fields of solar arrays throughout those agricultural properties. It won't

be a full block of solar panels. At this point, they do not have site plans available to share because it's at a very early stage. You can see there are very clear areas where there is more interest in participating, and then other areas where there are no solar panels for close to a mile, in any direction. Marquardt asked about easements with other property owners where they are not putting solar panels. Are they getting those in place or are they starting with the City? Vielbig stated they have most of the easements in place. There are a couple of outstanding, and in the process of finalizing, with the City being one of them. At this point, they feel very comfortable with the area they have identified.

Marquardt asked about the timeline of the project; when would construction begin? Vielbig stated before construction begins they will be seeking permits. He stated sometime in 2024 is when they intend to file, the latter half of next year. Construction likely wouldn't start until sometime in 2026.

Stone asked about maintaining the prairie grass on site. Marquardt indicated that will be addressed when reviewed with the attorney.

Gerber said there was a project at the old landfill that another company was interested in purchasing. She wondered how that compared to this project? What happens if we have solar panels at the old landfill and then more just outside of town? Can you have competing solar panels so close to each other? Vielbig stated there are a few indicators that they look for in a project. The first is available flat, dry, open land, and interested farmers. In this case, they have been working for years in finding interested farmers. Step two is finding a place to connect into the electrical grid. This substation off Highway 59 has available capacity for this type of project.

Stone asked if this project wasn't economically feasible for the company in 2024-2025, would that mean the easement could be sold to some other company and we wouldn't have any say. Vielbig stated this could be addressed in the agreement. Right now, the way it would be structured, they would basically have the rights for a few decades. They could structure it in a way where if nothing happens for five years, if no construction occurs, the easement would terminate.

Stone asked the Public Works Committee if they were okay with the consideration of the easement? Gerber stated she was and Allen stated yes, with the stipulations that were just made.

Vielbig did have one question regarding the mechanics of the phosphorus credits regarding the prairie grass. He stated that aside from installing their cables, if they damage any prairie grasses and repair those, would they be good to go? Marquardt stated the City gets credit based on the number of acres, the slope of the land, etc. It's a calculation from the DNR as to the number of credits received. As long as the grass restored to as is, it would be okay.

Stone made a motion to continue with negotiations to look at underground conduit for the electric wires, with a termination clause, and seconded by Gerber.

AYES: All by via voice vote (3). NOES: None. ABSENT: None.

It should be noted that Whitewater Solar will pay the City \$1,000 in consideration of the City executing the agreement, \$1,500 as consideration for the grant of the easements and a yearly sum of \$1.00/linear foot of the transmission line constructed in the easement area (approximately \$1,325) for 47 years.

