

COMMITTEE OF THE WHOLE MEETING

The Common Council of the City of Ashland will meet as the Committee of the Whole on **Tuesday, June 12, 2018** immediately following the City Council meeting which begins at **6:15** p.m. in the Ashland City Hall Council Chambers.

The following items will be considered:

1. Roll Call
2. Council President's Report
3. Approval of the Agenda
4. Discussion and Possible Action Regarding Fluorine in the City Drinking Water
(Councilor George)
5. Discussion Regarding Possible Participation by the City of Ashland in Xcel Energy's Solar Garden (Sustainability Committee/Planning)
6. Discussion and Possible Action Regarding Monitoring Requirements for the Sanborn Avenue Sandpit (Mayor)
7. Adjournment

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NOTE: Upon reasonable notice, the City of Ashland will accommodate the needs of disabled individuals or individuals with limited English proficiency through auxiliary aids or services. For additional information or to request this service, contact Denise Oliphant at 715-682-7071 (not a TDD telephone number) or FAX: 715-682-7048



AGENDA BILL

Ref: 079

COMMITTEE AGENDA: 5 (04-17-2018)
6 (05-29-2018)
4 (06-12-2018)

COUNCIL AGENDA:

SUBJECT: Discussion and Possible Action Regarding Fluorine in the City Drinking Water

RECOMMENDATION: Discussion

DEPARTMENT OF ORIGIN: Councilor George

DATE SUBMITTED: March 31, 2018

CLEARANCES: Council President

EXHIBITS:
A-Chapter 702, Ashland City Ordinances
B-Memo from Tina Sopiwnik, DMD, June 5, 2018
C-Memo from Jim Struck, Interim Public Works Director

RECOMMENDED MOTION: NA

SUMMARY STATEMENT:

Councilor George has requested a discussion regarding the City’s policy of adding fluorine to the drinking water. The City currently adds fluorine to the drinking water. If the Council desires to take action, an agenda bill will need to be written at a later date with the proposed action.

An online search regarding the benefits and risks of fluorination of water will produce numerous results that range from supporting the fluorination of water to opposing fluorination.

The American Dental Association (ADA) supports fluorination. The paragraph below is from the ADA. (https://www.ada.org/en/public-programs/advocating-for-the-public/fluoride-and-fluoridation?gclid=EAIaIQobChMI9O7RkrHz2QIVSJF-Ch3zzQaYEAAAYASAAEgIPC_D_BwE)

Fluoride in Water is Safe and It Works

More than 70 years of scientific research has consistently shown that an optimal level of fluoride in community water is safe and effective in preventing tooth decay by at least 25% in both children and adults. Simply by drinking water, Americans can benefit from fluoride's cavity protection whether they are at home, work or school. The Centers for Disease Control and Prevention named community water fluoridation one of 10 great public health achievements of the 20th century.

The International Academy of Oral Medicine and Toxicology opposes fluorination of drinking water. <https://iaomt.org/top-ten-reasons-oppose-water-fluoridation/>

The International Academy of Oral Medicine and Toxicology (IAOMT) is a global network of dentists, health professionals, and scientists who research the biocompatibility of dental products, including the risks of mercury fillings, fluoride, root canals, and jawbone osteonecrosis. We are a non-profit organization and have been dedicated to our mission of protecting public health and the environment since we were founded in 1984.

Top Ten Reasons to Oppose Water Fluoridation

There are many reasons to oppose water fluoridation, including safety concerns and health risks.

Reason #1 to Oppose Water Fluoridation: Fluoridation is a violation of the individual's right to informed consent to medication. Within a community water supply, fluoride is being added to the water of everyone, even if some people do not want it and still others do not even know about the fluoride being added to the water or about its health risks. Informed consumer consent is needed for water fluoridation, especially because of the alarming lack of safety for this chemical and its health risks.

Reason #2 to Oppose Water Fluoridation: Fluoride is not an essential nutrient. Fluoride is not a required component for human growth and development. In fact, fluoride has been recognized as one of 12 industrial chemicals known to cause developmental neurotoxicity in human beings. Researchers have repeatedly challenged the alleged safety and effectiveness of fluoride.

Reason #3 to Oppose Water Fluoridation: Hundreds of research articles published over the past several decades have demonstrated potential harm to humans from fluoride at various levels of exposure, including levels currently deemed as safe. Fluoride is known to impact the cardiovascular, central nervous, digestive, endocrine, immune, integumentary, renal, respiratory, and skeletal systems, and exposure to fluoride has been linked to Alzheimer's disease, cancer, diabetes, heart disease, infertility, and many other adverse health outcomes, including fluoride toxicity.

Reason #4 to Oppose Water Fluoridation: People are now exposed to fluoride from an array of sources. Since water fluoridation began in 1940s, an array of products containing fluoride have been introduced to the average consumer including water, dental products, pesticides, fluoride supplements, other prescription drugs, and many other sources. There is no current accurate estimate of just how much fluoride people are taking in from all of these sources. However, dental fluorosis is recognized as the first visible sign of fluoride toxicity. It is likewise a warning signal of the human health risks associated with fluoride exposure. According to 2010 data from the Centers for Disease Control and Prevention (CDC), 23% of Americans aged 6-49 and 41% of children aged 12-15 exhibit fluorosis to some degree

Reason #5 to Oppose Water Fluoridation: A "one dose fits all" level is unacceptable. Susceptible populations with low body weights, such as infants and children, and individuals who consume increased amounts of water, such as athletes, military personnel, outdoor laborers, and those with diabetes or kidney dysfunction, can be more intensely effected by fluoride. Additionally, fluoride is also known to impact each individual differently based on allergies, nutrient deficiencies, genetic factors, and other variables. Notably, a bottle-fed baby in a fluoridated area gets up to 200 times more fluoride than a breast-fed baby, resulting in an increased risk of dental fluorosis and other adverse

effects.

Reason #6 to Oppose Water Fluoridation: There is not a wide-spread understanding about how fluoride interacts with other chemicals. This issue is crucial to understanding risks of artificial water fluoridation, as the multiple chemicals to which we are exposed to can produce distinct reactions and interactions. For example, the fluoride added to many water supplies attracts lead, which can be found in certain plumbing pipes. Likely because of this affinity for lead, fluoride has been linked to higher blood lead levels in children.

Reason #7 to Oppose Water Fluoridation: Does it even work to prevent tooth decay? The trend of decreased decayed, missing, and filled teeth over the past several decades has occurred both in countries with and without the systemic application of fluoridated water. This suggests that increased access to preventative hygiene services and more awareness of the detrimental effects of sugar are responsible for these improvements in dental health. Research has also documented decreases of tooth decay in communities that have discontinued water fluoridation. Even proponents of fluoride have suggested that fluoride primarily works to reduce tooth decay topically (i.e. scrubbing it directly onto to teeth with a toothbrush), as opposed to systemically (i.e. drinking or ingesting fluoride through water or other means).

Reason #8 to Oppose Water Fluoridation: Ethical questions have been raised in regard to the use of fluoride, especially because of fluoride's ties to the phosphate fertilizer and dental industries. Furthermore, researchers have reported difficulties with getting articles published that are critical of fluoride, and an urgent need for an appropriate application of the precautionary principle (i.e. first, do no harm) related to fluoride usage has emerged.

Reason #9 to Oppose Water Fluoridation: Fluoridation discriminates against those with low incomes. Research has indicated that fluoride does not aid in preventing pit and fissure decay (which is the most prevalent form of tooth decay in the U.S.) or in preventing baby bottle tooth decay (which is prevalent in poor communities). Also, research has suggested that in malnourished children and individuals of lower socio-economic status, fluoride can actually increase the risk of dental caries due to calcium depletion and other circumstances. Moreover, people on low incomes are least able to afford avoidance measures (reverse osmosis or bottled water) or medical and dental treatment for dental fluorosis and other fluoride-related ailments.

Reason #10 to Oppose Water Fluoridation: It also poses threats to animals (pets and wildlife), as well as the environment at large. Animals are exposed to fluoride in the environment through pollution of air, water, soil, and food. It is important to consider their overall fluoride exposure as a result of each of these sources. Harmful effects of fluoride, including species vulnerability, have been reported in an array of wild animals. Even domestic pets have been subjects of reports raising concerns about fluoride exposure, especially through their water and food.

At the May 29, 2018 Committee of the Whole Meeting, Council determined more information regarding the cost to the City for adding fluorine to drinking water, and if there are alternatives for the Public Works to track water breaks beyond the fluorine in the water, was needed before rendering a decision. Ullman moved, Haas seconded a motion to table the item until the June 12, 2018 Committee of the Whole meeting. The motion carried unanimously on a voice vote.

CHAPTER 702. INTRODUCTION OF FLUORINE INTO THE CITY'S WATER SYSTEM.

702.01. Fluoridation ordered. Upon receiving the consent and approval of the State Board of Health and until further direction of the Council, the Water Department is hereby authorized and directed to provide the means and to proceed with the introduction of approximately one part of fluorine to every million parts of water being distributed in the water supply system of the City of Ashland.

702.02. Use of water facilities. Insofar as the facilities, equipment, plant and employees, subject to the jurisdiction of the Ashland Water Works Commission of the City of Ashland, may be needed and used in connection with this health program, they shall be so used as facilities and agents of and for the City of Ashland as a municipal corporation of the State of Wisconsin.

702.03. Cost. The cost of the materials, equipment and labor for such purpose shall be paid out of the Water Department Fund of the City of Ashland by the proper officers upon the presentation of itemized, verified claims therefor.

702.04. Reporting to Council. The Water Department is hereby directed to make periodic reports to the Council as to the status, cost and progress of such service and to seek the cooperation of educational and scientific institutions to conduct surveys and research as to the beneficial effect of this program on the citizens of this community.

ADOPTED: 702 (512) 7/20/1949

6/5/2018

To: Ashland City Council, Committee of the Whole

Re: Community Water Fluoridation (CWF)

Please accept this summary of information I plan to present to the committee July 12, 2018. I plan to bring additional handouts to demonstrate the highlighted points below.

Regards,

Tina Sopiwnik, DMD

NorthLakes Community Clinic

Wisconsin Statistics

55% of screened 3rd grade students have experienced tooth decay. 47% had at least one dental sealant.

In Wisconsin, 15 % of adults ages 65-74 have lost all of their teeth, compared to 24% nationally

Kids in HeadStart in the Northern and Northeastern parts of the state are more likely to have a cavity.

In 2008, 3rd grade students in the Northern Region had a cavity rate of 68% versus 53-55% in the other 4 public health regions in the state

*<https://www.dhs.wisconsin.gov>

Ashland County

Will review oral health statistics from the state oral health epidemiologist.

Fluoride Efficacy

In communities that initiated fluoridation, the decrease in childhood decay was almost 30% over a 3 to 12 year follow-up period.

*Truman BI, Gooch BF, Sulemana I, et al., and the Task Force on Community Preventive Services.

Reviews of evidence on interventions to reduce dental caries, oral and pharyngeal cancers, and sports related craniofacial injury. American Journal of Preventive Medicine 23 (2002, 1S): 1-84.

Socioeconomic Impact of CWF

In 2008 in Wisconsin, Kids eligible for free and reduced fee lunches were more likely to have a cavity (69% vs 46% who do not qualify) **<https://www.dhs.wisconsin.gov>

Economic perspective for CWF

For most cities, every \$1 invested in water fluoridation saves \$38 in dental treatment costs.

*Griffin S.O., Jones K, Tomar SL. An Economic Evaluation of Community Water Fluoridation. J Publ Health Dent 2001; 61 (2): 78-86.

City of Ashland

Memo



To: Mayor Deb Lewis, City Council Members

From: Jim Struck – Interim Director of Public Works

Date: 6 – 07 - 2018

Re: Addition of fluoride to City Water System

The Public Works Department has been in contact with officials at the Department of Natural Resources, Wisconsin Rural Water Association and Department of Health Services. We will be receiving information as well possible meet with party &/or parties within the next two weeks to assess this situation in depth and receive documentation or data that would be possibly available to the Council prior to the June 26th, 2018 Council Meeting.

If you have any questions, concerns or comments please feel free to contact me at your convenience.

Sincerely,

Jim Struck

Interim Director of Public Works

2020 6 th St. East

Ashland, WI. 54806

715-682-7061

Cell-715-209-7194



AGENDA BILL

Ref: 126

COMMITTEE AGENDA: 5 (06-12-2018)
COUNCIL AGENDA:

SUBJECT: Discussion Regarding Possible Participation by the City of Ashland in Xcel Energy's Solar Garden

RECOMMENDATION: NA

DEPARTMENT OF ORIGIN: Planning & Development

DATE SUBMITTED: June 5, 2018

CLEARANCES: Council President

EXHIBITS:
A- Solar Connect Community FAQ
B- Subscription Option Spreadsheet provided by the Center for Rural Communities
C-Xcel Energy Solar Connect Community Solar Garden Contract

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: NA

RECOMMENDATION: NA

SUMMARY STATEMENT:

Xcel Energy announced at the beginning of May that they have received enough subscriber interest to move forward with their plans to construct a 1-megawatt community solar garden in Ashland. All Ashland area Xcel energy customers now have the opportunity to buy portions of this garden in kwh and will receive a deduction on their energy bill based on the subscription amount. This is not a direct purchase of the solar panels – Xcel owns, operates, and maintains the panels. The subscription is valid for 25 years, after which time customers will have the opportunity to renew.

Given the City of Ashland's commitment to sustainability initiatives through its status as an eco-municipality, the City's Comprehensive Plan and membership as a Green Tier Legacy Community, the City should consider investing in a portion of this solar garden to offset their energy usage and monthly bills. A primary benefit of community solar is that the City would not be responsible for operation or maintenance, making the initial investment the only cost associated with the panels. Once subscribed, the City would begin receiving a deduction on all energy bills for the next 25 years. Participation would

demonstrate the City's commitment to sustainability and be a positive step towards realizing the goal of procuring 25% of energy usage from renewable sources as outlined in the City's 25 by 25 plan.

Attached is a cost breakdown compiled by the Center for Rural Communities demonstrating the cost and benefits of various subscription levels based on the City's average energy usage. Note that the upper limit per customer is 400kw, so the City of Ashland would at most be able to subscribe at a level that would offset about 50% of total energy usage. The total cost of a 400kw subscription would be \$640,000, with an annual bill credit of \$42,000 and a payback of 11.9 years (with 2% energy cost inflation). The Committee of the Whole needs to discuss the possibility of the City of Ashland participating in Xcel's solar garden and, if interested, also discuss what subscription level would be in the best interest of the City to promote both its economic and environmental sustainability.

Solar*Connect CommunitySM

It's efficient, maintenance-free and local.

What is community solar?

Community solar — often referred to as a community solar garden — is an array of solar panels that generates clean and renewable electricity. Solar*Connect Community, a locally sourced solar program in Wisconsin, includes solar gardens that are built, managed and maintained by a developer partner and connected to the local power grid operated by Xcel Energy. Subscribers — or program participants — pay a one-time fee to subscribe to the program and in turn receive a credit on their monthly electric bill based on the solar energy production of all gardens in the program.

What are the benefits of community solar?

Community solar programs like Solar*Connect Community benefit communities by providing local, clean and affordable energy. Residents and businesses alike can participate in solar without installation or maintenance of their own system. This program is especially desirable for renters or customers whose roofs are old, face the wrong direction, have limited space or excessive shade. Community solar also offers flexible participation levels to fit different budgets and energy needs.

What is Solar*Connect Community?

Solar*Connect Community, the largest community solar program to date in Wisconsin, will have three one-megawatt locally sourced solar gardens. Solar*Connect Community subscribers have a contract with Xcel Energy and receive bill credits based on their subscription size and the combined solar energy produced by all gardens in the program.

What is the anticipated timeline for each community solar garden?

The one-megawatt community solar garden in Eau Claire has been generating clean, renewable energy since October 2017. The one-megawatt facility in the greater La Crosse area, near Cashton, is on target to be constructed and energized in fall of 2018. And, with adequate subscriber interest, the third one-megawatt garden in Ashland will be built by mid-2019.

How big are the solar gardens?

Each panel is approximately three feet wide by six feet long and can produce about 300 watts. More than 3,000 panels in total combine to produce one megawatt at each garden and will cover approximately seven acres (an acre is roughly the size of a football field).

What kind of equipment is used for the solar gardens and where does it come from?

All of the solar garden facilities will have solar photovoltaic (PV) panels. Solar PV panels are made with materials such as silicon that generate electricity when exposed to sunlight. The Eau Claire solar garden is a fixed tilt solar PV array, oriented facing south. The Cashton and Ashland solar gardens will use single axis tracking systems, with PV panels mounted on racking that moves (or tracks) with the movement of the sun. Solar PV panels are made all around the world, and Xcel Energy does not impose requirements regarding the equipment's country of origin. Our solar developers are encouraged to use local labor to install and maintain the solar facilities when practicable.

How do I get started?

First, to learn more about the program visit our website at xcelenergy.com/SolarConnectCommunity or if you have questions, call our Energy Expert Team at 800.824.1688. When you're ready to sign up, simply complete the subscription agreement form on our website and mail it to Xcel Energy.

Who can participate?

Any Xcel Energy electricity customer in Wisconsin can participate in Solar*Connect Community — home and business owners, renters and even current Windsource® subscribers.

How much does a subscription cost?

Xcel Energy is offering subscriptions at a cost of \$1,600 per kilowatt. The minimum subscription size of 200 watts costs \$320 and would produce enough energy to offset about 3 percent of an average residential customer's usage.

How do I calculate a subscription level that matches my energy needs and budget?

You can start small or go big — the minimum subscription amount is 200 watts and the maximum is 400 kilowatts. Your subscriptions can be sized up to 100 percent of your average annual electricity usage (up to 400 kW). Xcel Energy has online residential and business subscription calculators at xcelenergy.com/SolarConnectCommunity so that you can check out various subscription sizes to match your energy and budget needs. The typical home in our Wisconsin area uses 750 kWh a month (9,000 kWh per year). The example below provides an approximate subscription size necessary to cover a percentage of a home's monthly energy use.

Goal Usage Match (%)	Monthly Usage Match (kWh)	Approximate Subscription (kW)	Approximate Cost
25%	187.5	1.6	\$2,560
50%	375	3.3	\$5,280
100%	750	6.5	\$10,400

Please contact us if you need assistance in determining your average electric usage.

Energy Expert Team: 800.824.1688

Email: SolarConnectComm@xcelenergy.com

What is the bill credit rate and how is it determined?

The bill credit floor for residential, farm and small business is \$0.074/kWh. For large business, the bill credit floor is \$0.069/kWh. The bill credits are based on fixed and variable production costs embedded in Xcel Energy's current rates. This is not based on the full retail rate, but rather components that go into the retail rate for generation (i.e. average costs of all generation in entire fleet). If the generation fleet becomes more expensive over time, the bill credit will increase accordingly.

How do I pay my balance and when will I start receiving bill credits?

You may pay your remaining balance by check or wire. If your subscription fits into the first two megawatts of capacity in the Solar*Connect Community program, bill credits will begin about a month after we receive your final payment and continue until September 2043. If enough subscription commitments are received for a third solar garden, bill credits for the additional capacity associated with the solar garden in Ashland will begin mid-2018 and continue until 2044.

What is the outlook for the bill credit rate?

The bill credit established at the start of the program is considered the "floor" for the bill credit. This means that the bill credit will never be lower than the initial bill credit rate (details above). It is possible that over a standard 25-year contract, there will be no increase. However, because the bill credit is based on the average cost of all generation in our fleet, changes to our Upper Midwest generation mix will affect the bill credit. Historically, the cost of generation in our fleet has typically changed between 0 to 3 percent annually. However, actual rates over the course of the program may deviate from this range.

Will the amount of my bill credit change over time?

Yes. Due to the daily and seasonal variations in sunlight and solar production, your monthly bill credit will change throughout the year.

Will subscribers receive Renewable Energy Credits?

Xcel Energy will track the Renewable Energy Credits associated with the solar garden program and retire those RECs on behalf of the subscribers. Because Xcel Energy will retire the RECs, subscribers have offset their energy use with solar energy.

Can I sell my garden subscription to another subscriber or get a refund?

No. A subscriber can choose to gift their subscription to a not-for-profit organization that is an electric customer of Xcel Energy in Wisconsin. Subscribers can choose to terminate their contract early, but they will not receive a refund.

What if I move before the end of the 25-year term of the program?

If you move within the Xcel Energy Wisconsin service area, you can transfer your subscription to your new address. If you sell your home and move out of our service area, you can choose to return your subscription back to Xcel Energy and receive a prorated refund. You also can choose to gift your subscription to a not-for-profit organization that is an electric customer of Xcel Energy in Wisconsin. Donation of your subscription to an eligible organization/charity may be tax deductible. Consult with your tax adviser to discuss all available options.

Attachment for Agenda Item 5

Name	Address	Annual Electric Invoice Average, Feb 2017-Mar 2018 (\$)	Average Annual Usage, Feb 2017-Mar 2018 (kWh)	Percent Offset	Solar Subscription Size (kW)	Remaining Amount (\$)	Deposit Amount (\$)	Total Investment (\$)	Annual Bill Credit Estimate (\$)	Credit/25 Years	Credit/25 Years (2% escalation)	Payback (years)	Payback with 2% escalation (years)
Sm Gen Svc	211 6th Street West	\$ 2,079.54	15741	100%	11.2	\$ 2,487.11	\$ 15,741.00	\$ 17,989.71	\$ 1,180.58	\$ 29,514.38	\$ 37,813.82	15.2	11.9
				75%	8.4	\$ 1,686.54	\$ 11,805.75	\$ 13,492.29	\$ 885.43	\$ 22,135.78	\$ 28,360.36	15.2	11.9
				50%	5.6	\$ 1,124.36	\$ 7,870.50	\$ 8,994.86	\$ 590.29	\$ 14,757.19	\$ 18,906.91	15.2	11.9
				25%	2.8	\$ 562.18	\$ 3,935.25	\$ 4,497.43	\$ 295.14	\$ 7,378.59	\$ 9,453.45	15.2	11.9
Airp Mintc Bldg	50511 State Highway 112	\$ 1,167.89	7925	100%	5.7	\$ 1,132.14	\$ 7,925.00	\$ 9,057.14	\$ 594.38	\$ 14,859.38	\$ 19,037.83	15.2	11.9
				75%	4.2	\$ 849.11	\$ 5,943.75	\$ 6,792.86	\$ 445.78	\$ 11,144.53	\$ 14,278.37	15.2	11.9
				50%	2.8	\$ 566.07	\$ 3,962.50	\$ 4,528.57	\$ 297.19	\$ 7,429.69	\$ 9,518.92	15.2	11.9
				25%	1.4	\$ 283.04	\$ 1,981.25	\$ 2,264.29	\$ 148.59	\$ 3,714.84	\$ 4,759.46	15.2	11.9
Khr Rstrm	310 Prentice Avenue North	\$ 2,902.62	22492	100%	16.1	\$ 3,213.14	\$ 22,492.00	\$ 25,705.14	\$ 1,686.90	\$ 42,172.50	\$ 54,031.41	15.2	11.9
				75%	12.0	\$ 2,409.86	\$ 16,869.00	\$ 19,278.86	\$ 1,265.18	\$ 31,629.38	\$ 40,523.56	15.2	11.9
				50%	8.0	\$ 1,606.57	\$ 11,246.00	\$ 12,852.57	\$ 843.45	\$ 21,086.25	\$ 27,015.70	15.2	11.9
				25%	4.0	\$ 803.29	\$ 5,623.00	\$ 6,426.29	\$ 421.73	\$ 10,543.13	\$ 13,507.85	15.2	11.9
Hodkins S.	1222 7th Street East	\$ 483.29	1800	100%	1.3	\$ 257.14	\$ 1,800.00	\$ 2,057.14	\$ 135.00	\$ 3,375.00	\$ 4,324.05	15.2	11.9
				75%	1.0	\$ 192.86	\$ 1,350.00	\$ 1,542.86	\$ 101.25	\$ 2,531.25	\$ 3,243.04	15.2	11.9
				50%	0.6	\$ 128.57	\$ 900.00	\$ 1,028.57	\$ 67.50	\$ 1,687.50	\$ 2,162.03	15.2	11.9
				25%	0.3	\$ 64.29	\$ 450.00	\$ 514.29	\$ 33.75	\$ 843.75	\$ 1,081.01	15.2	11.9
Prntc Camp	515 Turner Road	\$ 1,829.90	13040	100%	9.3	\$ 1,862.86	\$ 13,040.00	\$ 14,902.86	\$ 978.00	\$ 24,450.00	\$ 31,325.34	15.2	11.9
				75%	7.0	\$ 1,397.14	\$ 9,780.00	\$ 11,177.14	\$ 733.50	\$ 18,337.50	\$ 23,494.01	15.2	11.9
				50%	4.7	\$ 931.43	\$ 6,520.00	\$ 7,451.43	\$ 489.00	\$ 12,225.00	\$ 15,662.67	15.2	11.9
				25%	2.3	\$ 465.71	\$ 3,260.00	\$ 3,725.71	\$ 244.50	\$ 6,112.50	\$ 7,831.34	15.2	11.9
Little Lgu Prk	700 14th Avenue West	\$ 234.25	206	100%	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	N/A
				75%	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	N/A
				50%	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	N/A
				25%	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	N/A
Sm Gen Svc	423 6th Street West	\$ 3,333.74	26240	100%	18.7	\$ 3,748.57	\$ 26,240.00	\$ 29,988.57	\$ 1,968.00	\$ 49,200.00	\$ 63,035.04	15.2	11.9
				75%	14.1	\$ 2,811.43	\$ 19,680.00	\$ 22,491.43	\$ 1,476.00	\$ 36,900.00	\$ 47,276.28	15.2	11.9
				50%	9.4	\$ 1,874.29	\$ 13,120.00	\$ 14,994.29	\$ 984.00	\$ 24,600.00	\$ 31,517.52	15.2	11.9
				25%	4.7	\$ 937.14	\$ 6,560.00	\$ 7,497.14	\$ 492.00	\$ 12,300.00	\$ 15,758.76	15.2	11.9

Mas Bch Rstrm	3215 Lake Shore Drive West	4361	755.40	100%	3.1	\$	623.00	\$	4,361.00	\$	4,984.00	\$	327.08	\$	8,176.88	\$	10,476.21	11.9
				75%	2.3	\$	467.25	\$	3,270.75	\$	3,738.00	\$	245.31	\$	6,132.66	\$	7,857.16	11.9
				50%	1.6	\$	311.50	\$	2,180.50	\$	2,492.00	\$	163.54	\$	4,088.44	\$	5,288.11	11.9
				25%	0.8	\$	155.75	\$	1,090.25	\$	1,246.00	\$	81.77	\$	2,044.22	\$	2,619.05	11.9
Hdk PKlgts	1200 7th Street East	1751	795.00	100%	1.2	\$	247.29	\$	1,731.00	\$	1,978.29	\$	129.83	\$	3,245.63	\$	4,158.29	11.9
				75%	0.9	\$	185.46	\$	1,298.25	\$	1,483.71	\$	97.37	\$	2,434.22	\$	3,118.72	11.9
				50%	0.6	\$	123.64	\$	865.50	\$	989.14	\$	64.91	\$	1,622.81	\$	2,079.15	11.9
				25%	0.3	\$	61.82	\$	432.75	\$	494.57	\$	32.46	\$	811.41	\$	1,039.57	11.9
Prtc Prk Rst	517 Turner Road	3628	663.68	100%	2.6	\$	518.29	\$	3,628.00	\$	4,146.29	\$	272.10	\$	6,802.50	\$	8,715.36	11.9
				75%	1.9	\$	388.71	\$	2,721.00	\$	3,109.71	\$	204.08	\$	5,101.88	\$	6,536.52	11.9
				50%	1.3	\$	259.14	\$	1,814.00	\$	2,073.14	\$	136.05	\$	3,401.25	\$	4,357.68	11.9
				25%	0.6	\$	129.57	\$	907.00	\$	1,036.57	\$	68.03	\$	1,700.63	\$	2,178.84	11.9
Kchr Rv Prk	310 Prentice Avenue North	54960	7,176.30	100%	39.3	\$	7,851.43	\$	54,960.00	\$	62,811.43	\$	4,122.00	\$	103,050.00	\$	132,027.66	11.9
				75%	29.4	\$	5,888.57	\$	41,220.00	\$	47,108.57	\$	3,091.50	\$	77,287.50	\$	99,020.75	11.9
				50%	19.6	\$	3,925.71	\$	27,480.00	\$	31,405.71	\$	2,061.00	\$	51,525.00	\$	66,013.83	11.9
				25%	9.8	\$	1,962.86	\$	13,740.00	\$	15,702.86	\$	1,030.50	\$	25,762.50	\$	33,006.92	11.9
Mas Bch Pvl	3225 Lake Shore Drive West	1253	375.32	100%	0.9	\$	179.00	\$	1,253.00	\$	1,432.00	\$	93.98	\$	2,349.38	\$	3,010.02	11.9
				75%	0.7	\$	134.25	\$	939.75	\$	1,074.00	\$	70.48	\$	1,762.03	\$	2,257.51	11.9
				50%	0.4	\$	89.50	\$	626.50	\$	716.00	\$	46.99	\$	1,174.69	\$	1,505.01	11.9
				25%	0.0	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	N/A
Penn Prk Rst	922 Willis Avenue	1376	389.16	100%	1.0	\$	196.57	\$	1,376.00	\$	1,572.57	\$	103.20	\$	2,580.00	\$	3,305.50	11.9
				75%	0.7	\$	147.43	\$	1,032.00	\$	1,179.43	\$	77.40	\$	1,935.00	\$	2,479.12	11.9
				50%	0.5	\$	98.29	\$	688.00	\$	786.29	\$	51.60	\$	1,290.00	\$	1,652.75	11.9
				25%	0.0	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	N/A
Pbl Wks Bld	2020 6th Street East	122520	10,958.73	100%	87.5	\$	17,502.86	\$	122,520.00	\$	140,022.86	\$	9,189.00	\$	229,725.00	\$	294,323.67	11.9
				75%	65.6	\$	13,127.14	\$	91,890.00	\$	105,017.14	\$	6,891.75	\$	172,293.75	\$	220,742.75	11.9
				50%	43.8	\$	8,751.43	\$	61,260.00	\$	70,011.43	\$	4,594.50	\$	114,862.50	\$	147,161.84	11.9
				25%	21.9	\$	4,375.71	\$	30,630.00	\$	35,005.71	\$	2,297.25	\$	57,431.25	\$	73,580.92	11.9
City Hall	601 Main Street West	173920	17,611.08	100%	124.2	\$	24,845.71	\$	179,920.00	\$	198,765.71	\$	13,044.00	\$	326,100.00	\$	417,799.32	11.9
				75%	93.2	\$	18,634.29	\$	130,440.00	\$	149,074.29	\$	9,783.00	\$	244,575.00	\$	313,349.49	11.9
				50%	62.1	\$	12,422.86	\$	86,960.00	\$	99,382.86	\$	6,522.00	\$	163,050.00	\$	208,899.66	11.9
				25%	31.1	\$	6,211.43	\$	43,480.00	\$	49,691.43	\$	3,261.00	\$	81,525.00	\$	104,449.83	11.9



Application ID _____

Xcel Energy Solar*Connect CommunitySM Solar Garden Contract

Contract Cover Document

Note: The completed Contract Cover Document is CONFIDENTIAL

This Xcel Energy Solar*Connect Community Solar Garden Contract is made and entered into by and between Northern States Power Company, a Wisconsin corporation, having a mailing address of 1414 West Hamilton Ave, P.O. Box 8, Eau Claire, WI 54702-0008 ("Company" or "Xcel Energy"), and the Subscriber for participation in the Xcel Energy Solar Garden as identified below. The term Party or Parties refers to either the Company or the Subscriber, or both, as applicable in context. The Contract consists of this Contract Cover Document, Attachment "A" and the Company's tariffs approved by the Public Service Commission of Wisconsin ("Commission"), as may be amended from time to time. For convenience, Attachment "B" sets forth the Company's tariffs specifically applicable to the Xcel Energy Solar*Connect Community Solar Garden that were in effect at the time this Contract was executed.

Subscriber name _____ Subscriber email address _____

Subscriber's Xcel Energy service address _____

City _____ State _____ ZIP _____

Subscriber's Xcel Energy account number for above service address _____

Subscriber's Xcel Energy premise number for above service address _____

Subscription size in kW (DC) (200 watt increments; 1 kW = 1000 watts) _____

Subscriber enrollment deposit _____

(\$200/kW x Subscription Size)

Enrollment fee (total including deposit) _____

To be completed by the utility.

Xcel Energy Solar Garden enrolled location _____

Date of Xcel Energy signature to this contract: Month _____ Day _____ Year _____

Company contact information

Mailing address: Xcel Energy • Attn: Solar*Connect Community Wisconsin • P.O. Box 59, Minneapolis • MN 55440-0059

Email address: SolarConnectComm@xcelenergy.com

For instructions for sending payments by wire please send an email to SolarConnectComm@xcelenergy.com.

Signatures

Subscriber

Signature _____ Name _____

Title _____ Date _____

Xcel Energy Services, Inc., a Delaware corporation as agent for Northern States Power Company, a Wisconsin corporation

Signature _____ Name _____

Title _____ Date _____

VOLUNTARY SOLAR ENERGY RIDER PILOT (SOLAR*CONNECT COMMUNITYSM)

Effective in: All territory served by the Company

Availability: Available to any retail metered electric customer taking service from the Company under Schedules Rg-1, Rg-2, Fg-1, Cg-1, Cg-2, Cg-7, Cp-3, Cg-9, Cp-1, Mp-1, or RTP-1 that chooses to offset electric charges through a Subscription in the Company Solar Gardens per the terms of a Solar Garden Contract with the Company, provided that the following requirements are met:

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- a. The Company Solar Gardens must not have less than five (5) Subscribers;
- b. No single Subscriber (including its affiliates) may have more than a forty (40) percent interest in the Company Solar Gardens.

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Subscription Size: A Subscription shall mean a proportionate interest in the beneficial use of the electricity generated by the Company Solar Gardens. The Company Solar Gardens may consist of one or more individually metered solar photovoltaic generating facilities. Subscriptions may be elected in blocks of 200 Watts (DC) and sized up to 100% of the average annual usage at the premise of each Subscriber, as determined by the Company, but the Subscription, when combined with certain other Tariff offerings, may not exceed 100% of the average annual usage as set forth in in the Solar Garden Contract, and in no case may a Subscriber subscribe to more than 400 kW (DC) of solar capacity under this Tariff. If available, the Company will use the most recent 24 months of historical electric energy consumption data to determine the Subscriber's average annual usage.

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Program Subscription Limit:

The Company offers the voluntary solar energy rider to retail metered electric customers, beginning at the effective date of the tariff, until fully subscribed. A fully subscribed tariff offering will be reached when the total amount of Subscriptions is equal to 3 MW (DC). Subscriptions may be offered for one or more Company Solar Gardens, but the total amount of capacity available for subscription shall not exceed 3 MW. The Company Solar Gardens may be comprised of more than one solar photovoltaic generating facility; however, a single solar photovoltaic generating facility shall not exceed 1 MW in size.

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In processing applications for Subscriptions for Company Solar Gardens, the Company will use a first come, first served, approach to processing applications based on available capacity for the Company Solar Gardens. In the event available capacity is limited, the Company may give preference to Subscriptions from customers located in the same region as one of the solar photovoltaic generating facilities that comprises the Company Solar Gardens. The Company intends to offer Subscriptions through this tariff, and cannot guarantee customers will have the option to have one of the solar photovoltaic generating facilities that comprises the Company Solar Gardens located in their region. In its sole discretion, consistent with the terms of this tariff, the Company reserves the right to determine the size, number and locations of the solar photovoltaic generating facilities that comprises the Company Solar Gardens.

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Subscription Period Length:

Subscriptions for the first 2 MW of capacity offered under this pilot program will have an effective term beginning September 1, 2017. Subscriptions for the last 1 MW of capacity offered under this pilot program will have an effective term beginning on a date identified by the Company. The maximum effective term for the monthly Solar Production Credit is 25 years from the beginning of commercial operation of one or more of the solar photovoltaic generating facility or facilities that comprises the Company Solar Gardens, as applicable and identified by the Company.

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(continued)

ISSUED: December 1, 2017

EFFECTIVE: For service rendered on and after November 24, 2017.

PSCW AUTHORIZATION: Letter in Docket No. 4220-TE-101 dated November 17, 2017

VOLUNTARY SOLAR ENERGY RIDER PILOT (SOLAR*CONNECT COMMUNITYSM) (continued)

Subscriber Upfront Enrollment Fee: Subscribers will be subject to an Enrollment Fee equal to \$1600 per kW (DC) of the Subscription. This fee is due in two parts: R

1. An initial Enrollment Deposit Charge, due at the time of enrollment, equal to \$200.00 per kW (DC) of the Subscription Size; and
2. The Balance of the Enrollment Fee, due prior to the start of the Contract Term, as defined in the Solar Garden Contract, equal to \$1600 per kW (DC) of the Subscription Size minus the Enrollment Deposit Charge already paid (item 1 above). R

Upfront Enrollment Fee Price Factor Schedule: The Subscriber Enrollment Fee of \$1600 per kW (DC) is subject to application of a percentage factor in Table A below, based on the number of years the Company Solar Gardens subscription capacity has been available at the time of the payment by the Subscriber for enrollment. For example, for purposes of Table A, for the first 2 MW of capacity offered, Year 1 begins on September 1, 2017, and the first day of each subsequent year is September 1. R

Table A. Schedule for Subscription Enrollment Fee Price Factor and Other Cancellation by Company

Year	Percent of Purchase Price	Year	Percent of Purchase Price	Year	Percent of Purchase Price
1	100%	10	66%	19	30%
2	98%	11	62%	20	26%
3	94%	12	58%	21	22%
4	90%	13	54%	22	18%
5	86%	14	50%	23	14%
6	82%	15	46%	24	10%
7	78%	16	42%	25	6%
8	74%	17	38%	26	4%
9	70%	18	34%	27	0%

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Monthly Solar Production Credit: Subscribers will receive a credit on their bill for retail electric service. The amount of the bill credit a Subscriber is eligible to receive will depend upon the type of retail metered electric service the Subscriber receives from the Company. For purposes of the Solar Production Credit, Subscribers will be categorized as either Class 1 (“small”) or Class 2 (“large”) as follows:

- Class 1: Customers receiving service under Schedule Rg-1, Rg-2, Fg-1, Cg-1, Cg-2, Cg-7, Cp-3, or Mp-1;
- Class 2: Customers receiving service under Schedule Cg-9, Cp-1, or RTP-1.

The Solar Production Credit for solar energy associated with the Subscription shall be at the Company’s average embedded production cost per kWh currently reflected in retail rates for customers in the Subscriber’s Class (1 or 2), or at \$0.0740 per kWh for Class 1 and \$0.0690 per kWh for Class 2, whichever is higher. The amount of this credit is subject to change as the average embedded production cost per customer reflected in retail rates changes, but the credit will never be lower than \$0.0740 per kWh for Class 1 Subscribers, and will never be lower than \$0.0690 per kWh for Class 2 Subscribers.

(continued)

ISSUED: December 1, 2017

EFFECTIVE: For service rendered on and after November 24, 2017.

PSCW AUTHORIZATION: Letter in Docket No. 4220-TE-101 dated November 17, 2017

VOLUNTARY SOLAR ENERGY RIDER PILOT (SOLAR*CONNECT COMMUNITYSM) (continued)

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Monthly Solar Production Credit (cont'd'):

The Solar Production Credit Rate currently in effect for Class 1 is **\$0.0740** per kWh of solar energy. The Solar Production Credit Rate currently in effect for Class 2 is **\$0.0690** per kWh of solar energy.

The Company will provide a Solar Production Credit at the Solar Production Credit Rate on each Subscriber's bill for retail electric service for the applicable Production Month. The Production Month to which the Solar Production Credit is applicable shall not necessarily match the billing period for the retail electric service bill in which the Solar Production Credit is applied.

Cancellation: The Subscriber is not eligible to receive a refund of any portion of the upfront enrollment fee upon cancellation of the Subscription except as described in the paragraph titled Refund Upon Cancellation below.

The Solar Garden Contract with the Subscriber is considered to be cancelled and is not eligible to a refund of the pro rata share of the upfront enrollment fee upon any of the following circumstances:

1. The Subscriber for 90 days or more is no longer the customer of record for the Service Address identified in the Subscriber's Solar Garden Contract, and the Solar Garden Contract was not properly assigned to another eligible Service Address before the end of this 90 day period.
2. In the event that the Subscriber (including its affiliates, partnership it belongs to, and any situation where it and another have a joint or common interest) has more than a 40% interest in the beneficial use of electricity generated by a Company Solar Garden, the level of participation above such a 40% interest shall be canceled and is subject to the cancellation charge for the portion of the Subscription Size above the 40% interest cap. The Company will provide notice to the Subscriber of the effective date and level of the new Subscription Size.
3. If any of the representations of the Subscriber are false or incorrect, such false or incorrect representation shall constitute a material breach of the Solar Garden Contract and the Company may cancel the Solar Garden Contract upon notice to the Subscriber.

Refund Upon Cancellation: In the event the Subscriber provides notice of cancellation due to Force Majeure, or due to the Subscriber moving or relocating outside the Service Territory of the Company, or ceasing to be a customer of the Company for other reasons, the Company will refund a pro rata share of the Subscriber's Enrollment Fee, as set forth in Table B below, except that a Subscription that has been donated under the paragraph titled Subscription Donation below is not eligible for a refund under this paragraph. For purposes of Table B, Year 1 begins on the date of commercial operation of the Company Solar Garden, and the first day of each subsequent year is the anniversary of the date of commercial operation.

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VOLUNTARY SOLAR ENERGY RIDER PILOT (SOLAR*CONNECT COMMUNITYSM) (continued)

Refund Upon Cancellation (cont'd):

Table B. Cancellation Due to Moving/Relocation Refund Schedule

Year	Percent of Purchase Price	Year	Percent of Purchase Price	Year	Percent of Purchase Price
1	98%	10	62%	19	26%
2	94%	11	58%	20	22%
3	90%	12	54%	21	18%
4	86%	13	50%	22	14%
5	82%	14	46%	23	10%
6	78%	15	42%	24	6%
7	74%	16	38%	25	2%
8	70%	17	34%	26	0%
9	66%	18	30%	27	0%

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Prior to September 1, 2017, a Subscriber may cancel its Subscription and receive a full refund of 100% of the Purchase Price or Enrollment Deposit Charge, as applicable.

Subscription Transfer: A Subscriber may elect to transfer the Subscription to a new premise of the Subscriber which is in the Service Territory of the Company. Such transfer is not subject to cancellation provided that the Subscriber notifies the Company within 90 days of ceasing to be the customer of record for the premise as described in the Solar Garden Contract. In the event that a Subscription of the same Size at the new premise would exceed 100% of the average annual usage at the new premise, then the Subscription will be reduced without charge to a level which complies with the maximum Subscription Size, described above, for the new premise and other requirements of the Solar Garden Contract. The Company will provide written or email notice as to the effective date of the transfer to the new Service Address and the new Subscription Size, and this information will be deemed to replace the corresponding information on the Solar Garden Contract. In the event of a reduction in Subscription Size due to transfer, the Company will refund the excess portion of the Subscription at a percentage of the refund amount using Table A above.

Subscription Donation: In the event the Subscription is eligible for a Subscription Transfer or a Refund Upon Cancellation as described above, the Subscriber may instead elect to donate the Subscription to a not-for-profit organization that is a retail metered electric customer of the Company. Subscription Donation will only be effective if the recipient satisfies the terms and conditions applicable to the Subscription and the Solar Garden Contract and assumes all responsibilities associated therewith. Once a Subscription has been donated, this paragraph will no longer apply, and the Subscription will no longer be eligible for further donation, except as noted below.

In the event a not-for-profit organization that has received a donated subscription ceases to be a customer of the Company, the Company will identify another interested and eligible not-for-profit organization that is a retail metered electric customer of the Company to receive donation of the Subscription.

ISSUED: December 1, 2017

EFFECTIVE: For service rendered on and after November 24, 2017.

PSCW AUTHORIZATION: Letter in Docket No. 4220-TE-101 dated November 17, 2017

VOLUNTARY SOLAR ENERGY RIDER PILOT (SOLAR*CONNECT COMMUNITYSM) (continued)

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Cancellation by Company: The Company shall have the unilateral right to cancel a Subscription at any time if the Company Solar Garden does not achieve commercial operation, experiences a Force Majeure event, or for any other reason. Upon cancellation by the Company for any reason other than violation of any of the rules of this Voluntary Solar Energy Rider, the Company shall refund a pro rata share of the Subscriber's Enrollment Fee using Table A above, except that a Subscription that has been donated under the paragraph titled Subscription Donation above is not eligible for a refund under this paragraph.

Terms and Conditions

1. In addition to the rate above, all rates and condition of delivery of the applicable rate schedule under which the customer is currently served are applicable.
2. All terms and conditions apply as stated in the Solar Garden Contract between the Company and the Subscriber for participation in a Company Solar Garden.
3. All Renewable Energy Credits (RECs) associated with the Subscription shall be assigned to the Company on behalf of the Subscriber, and the Company shall retire any RECs associated with a Subscription that are tracked in the Midwest Renewable Energy Tracking System program or any similar program on behalf of the Subscriber.
4. A customer may only subscribe to both this schedule and the Company's Voluntary Renewable Energy Rider (Windsor[®]) if the total amount of both subscriptions combined does not exceed 100% of the average annual usage at the premise of the Subscriber. If a customer's premise is served by distributed generation resources, the Subscription Size combined with the distributed generation resources may not exceed 100% of the average annual usage at the premise of the Subscriber.
5. Solar gardens shall be interconnected to the Company's distribution system, and there shall be no more than 1 MW of Company Solar Garden capacity interconnected to a single distribution feeder.
6. If the Solar Production Credit exceeds the amount owed in any billing period, the excess portion of the Solar Production Credit in any billing period shall be carried forward and credited against all charges.
7. All rates are subject to periodic re-pricing as approved by the Public Service Commission of Wisconsin.
8. Service under this schedule provides for generation or purchase of solar energy into the Company's system and not for actual delivery to the customer.
9. The Company reserves the right to deny or terminate Subscriptions under this tariff to customers in arrears with the Company.
10. The Company reserves the right to limit Subscriptions due to the availability of solar energy from Company Solar Gardens.
11. The Company reserves the right to terminate this pilot program in its sole discretion upon a requisite filing to the Public Service Commission of Wisconsin.

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AGENDA BILL

Ref: 129

COMMITTEE AGENDA: 6 (06-12-2018)
COUNCIL AGENDA:

SUBJECT: Discussion and Possible Action Regarding Monitoring Requirements for the Sanborn Avenue Sandpit

RECOMMENDATION: As Council Desires

DEPARTMENT OF ORIGIN: Planning & Development

DATE SUBMITTED: June 5, 2018

CLEARANCES: Mayor

EXHIBITS: NA

EXPENDITURES REQUIRED: NA

COMPLIANCE WITH ORDINANCE 51:NA

SUMMARY STATEMENT:

Background:

The existing Sanborn Avenue Sand Pit has been in operation in the current location since 1923. Currently, the property is zoned Future Development (FD). From a zoning standpoint, this use is considered a *legal, non-conforming use*. What this means is the use was established legally/was permitted to be established, but is not a permitted use in the FD district per the current zoning ordinance. The FD district allows the use with the issuance of a Conditional Use Permit (CUP), but absent that permit, the use is considered to be non-conforming. A non-conforming use is allowed to continue on a site as it currently operates; any enlargement or expansion of the use on the property would require a Conditional Use Permit to be obtained. Should the use cease for a period of more than 12 consecutive months (or for 12 months during any 3-year period), the use could not be re-established at the site unless a Conditional Use Permit is obtained.

The property/operations have recently been sold to a new owner/operator, McCabe. Conditional Use Permits generally transfer to a new purchaser of the property. At the time of issuance of a Conditional Use Permit, the City could place a condition of approval that the use only be allowed for a certain time period or could impose periodic reviews. However, since this use was instituted many years ago and was permitted at that time, the use was not subject to any conditions. As such, the new owner does not need a new Conditional Use Permit to continue operations (but will need to obtain a Conditional Use Permit if they expand operations).

With regards to monitoring requirements, the City will continue to enforce the ordinances it has with regards to noise, odor, dust control/air pollution, vibrations, and lighting. The property must also continue to operate in conformance with Chapter NR 135, Wisconsin Statutes, which is administered

by Ashland County through its Non-Metallic Mining Reclamation Ordinance. The Planning Director is not familiar with the Ashland County Non-Metallic Mining ordinance requirements, and therefore, am not certain of any regulations that may be enforced or permitting that may be required for the new owner. There is an existing reclamation plan for the site, and the Planning Director's assumption is the new owner will be subject to operating under the premise of that existing plan.