



Wisconsin Public Service Corporation
700 North Adams Street
Green Bay, WI 54301
www.wisconsinpublicservice.com

Public Service Commission of Wisconsin
RECEIVED: 02/26/2020 11:05:09 AM

February 26, 2020

Ms. Steffany Powell Coker
Secretary to the Commission
Public Service Commission of Wisconsin
4822 Madison Yards Way
Madison, WI 53705-9100

RE: Docket 5-BS-228: Joint Application of Madison Gas and Electric Company and Wisconsin Public Service Corporation for Approval to Acquire Ownership Interests in Solar Electric Generating Facilities

Dear Ms. Powell Coker:

As a follow up to the verbal notice provided to Commission Staff on Tuesday, February 18, 2020, Wisconsin Public Service Corporation and Madison Gas and Electric received the enclosed Force Majeure notice from Invenergy related to the Badger Hollow Solar Farm Project.

Inquiries regarding this notice can be directed to Rich Stasik at richard.stasik@wecenergygroup.com and (414) 221-3685.

Respectfully submitted,

/s/ Theodore T. Eidukas
Theodore T. Eidukas
Vice President -
State Regulatory Affairs
WEC Energy Group
Wisconsin Public Service Corp.

Enclosure

Invenergy

One South Wacker Drive | Suite 1900 | Chicago, Illinois 60606
T 312-224-1400 | F 312-224-1444

February 10, 2020

Wisconsin Public Service Corporation
c/o WEC Energy Group, Inc.
231 W. Michigan Avenue
Milwaukee, WI 53203
Attn: General Counsel

Via certified mail

RE: Notice of Force Majeure – Coronavirus (2019-nCoV)

To Whom It May Concern:

Reference is made to that certain Engineering Procurement and Construction Agreement, dated as of August 14, 2019 (as amended, restated, modified and/or supplemented from time to time, the “Agreement”), by and between Wisconsin Public Service Corporation (“WPS”) and Invenergy Construction Services LLC (“Invenergy”). Capitalized terms used but not defined herein shall have the meanings given such terms in the Agreement.

Pursuant to Section 11.1 of the Agreement, Invenergy hereby delivers notice to WPS of the occurrence of a Force Majeure Event, the particulars of which are as follows:

Due to events beyond Invenergy’s control involving the global spread of the coronavirus (2019-nCoV) originating in or around Wuhan, China, including, without limitation, related travel restrictions, factory shut-downs and the resulting disruptions to global supply chains, there exists the potential for delays in the performance of certain of Invenergy’s obligations under the Agreement. At this time, it is difficult to predict the nature and extent of any such delays due to the early onset of the coronavirus (2019-nCoV), the rapid rate at which is spreading and the uncertain nature of its effects on, among other things, Invenergy’s suppliers, contractors and other partners.

We will continue to keep you apprised of the nature and extent of any delays as we learn more information. In the interim, should you have any questions or concerns regarding this notice, or should you wish to discuss this matter further, please do not hesitate to contact us at (312) 224-1400.

Invenergy expressly reserves any and all rights and remedies available to Invenergy under the Agreement and any other agreement or at law, in equity or otherwise. This letter does not purport to be an exhaustive identification of all facts relating to the Force Majeure Event described herein.

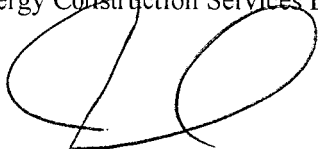
[Signature page follows]

invenergyllc.com

Invenergy

Respectfully,

Invenergy Construction Services LLC

By: 
Name: Jonathan Saxon
Title: VP

cc: Richard O'Connor