



## Legislation Text

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**File #:** 26416, **Version:** 1

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### **Fiscal Note**

Madison Water Utility has \$15,000 available for this project in the 2012 Capital Budget.  
Account: EW01-58599-810664

### **Title**

Authorizing the City to enter into letter(s) of understanding and/or license agreement(s) with Wisconsin Power and Light Company and Madison Gas and Electric Company for placement of communications equipment on utility poles for the Madison Water Utility's remote water meter reading system and authorizing indemnification as needed (Citywide).

### **Body**

WHEREAS, to implement the Water Utility's new system for remote water metering system (the AMI System, also known as Project H2O), certain wireless communications equipment must be placed at locations throughout the city so that remote meter data can be transmitted to the Water Utility; and

WHEREAS, 91 wireless repeaters and 10 collectors must be installed at strategic locations around the City; and

WHEREAS, the Water Utility's contractor, Itron Inc., have identified utility poles owned by Wisconsin Power and Light Company (WPL) and Madison Gas and Electric Company (MGE) for the installation of these wireless repeaters and collectors; and

WHEREAS, WPL requires the City to sign a "Licensing Agreement for Wireless Attachments to Distribution Poles" governing the fees and rules to attach our repeater and/or collector equipment; and

WHEREAS, fees charged by WPL to the city includes \$1,500 for application to attach, and a yearly pole rental fee of \$25 per pole, plus start-up costs that represent the actual cost to WPL for time, materials, and expenses associated with reviewing the application, engineering and telecom studies that have to be performed to determine if the equipment can be placed on a specific pole; and any work performed to prepare the pole for attachment by the City; which fees will not be known until the individual pole applications are made. Madison Water Utility has available \$ 15,000 as part of the budget for this project; and

WHEREAS, WPL's License Agreement requires the City to indemnify, defend and hold harmless WPL for a number of things relating to our attachment of wireless equipment on their poles: including claims resulting from any FCC, FAA, NEPA, or HNEPA violations or patent infringement caused by the City's equipment attachment; third party claims relating to failing to secure required permission from other governmental bodies for access to right-of-way or from private land owners for access to private property; for work performed by WPL as the result of the City's failure to obtain permission if it results in WPL forfeiting its right to place its pole at a particular location; any third party claims resulting from the removal of the City's equipment; any claims resulting from any work performed by WPL as a result of the City's equipment; claims of property damage and injury or death to persons, including Worker's Compensation claims, resulting in any way from the placement of the City's equipment; and general indemnification for any occurrence arising out of the performance or nonperformance of work by the City under the License Agreement; and

WHEREAS, APM 1-1 requires permission of the Common Council before the City of Madison indemnifies

another party; and

WHEREAS, the decision to indemnify should only be made with the approval and advice of the Risk Manager and City Attorney; and

WHEREAS, if it is determined to be necessary for the successful functioning of the AMI remote water meter reading system to place one or more pieces of wireless equipment on a WPL utility pole and the City Risk Manager and City Attorney are able to approve contract language with WPL that includes indemnification of WPL; and

In the event that MGE requires any similar indemnification in order to place equipment on MGE's poles;

NOW, THEREFORE, BE IT RESOLVED that the Common Council authorizes the Mayor, City Clerk, and/or Water Utility General Manager to sign agreement(s) as necessary with Wisconsin Power and Light Company and Madison Gas and Electric Company for the purposes stated herein, including payment of pole attachment and related fees subject to availability of funds in the budget; and

BE IT FURTHER RESOLVED that the Common Council approves the indemnification of both parties, if determined to be necessary for the successful operation of the AMI remote meter system and if the contract language is specifically approved by the Risk Manager and City Attorney.