

ELECTRIC VEHICLE FLEET PILOT 1 (EVF) SERVICE AGREEMENT

THIS ELECTRIC VEHICLE FLEET PILOT 1 (EVF) SERVICE AGREEMENT ("Agreement") is made and entered into as of the last signature date set forth below ("Effective Date"), by and between Madison Gas and Electric Company ("MGE"), located at 623 Railroad Street, Madison, Wisconsin 53703 and the City of Madison, Wisconsin ("Customer"), located at 210 Martin Luther King Jr Blvd, Madison, WI 53703.

WHEREAS, MGE's Electric Vehicle Fleet Pilot 1 rate ("EVF Rate"), as approved by the Wisconsin Public Service Commission ("PSC"), is a voluntary schedule available to both new and existing customers on MGE rate schedules Cg-4 and Cg-2 who have a dedicated meter for new and existing plug-in electric vehicle (EV) charging infrastructure utilized by the Customer to exclusively charge its Customer-owned and/or leased electric vehicles.

WHEREAS, Customer voluntarily desires to take service under the EVF Rate.

WHEREAS, the EVF Rate remains open and available to customers, and MGE agrees to exercise its discretion to make the EVF Rate available to the Customer.

NOW, THEREFORE, in consideration of the agreements and the mutual covenants herein contained, MGE and Customer agree as follows:

1. **Agreement.** Customer agrees to take electric service from MGE, and MGE agrees to sell electric energy to the Customer pursuant to the terms and conditions set forth in this Agreement and pursuant to the terms and conditions set forth in the EVF Rate as may be amended from time to time by order or approval of the PSC. Customer is responsible for compliance with all customer obligations under the EVF Rate.
2. **Meters.** This Agreement and the EVF Rate applies to and is limited to the following meter(s) ("Meter(s)": Meter Number(s) _____
3. **Billing Cycle Commencement Date.** The EVF Rate shall apply to Customer's Meter(s) starting on the first meter read date after the Effective Date ("Billing Cycle Commencement Date").
4. **Rate and Charges.** Customer shall have a reduction to both (i) the maximum monthly on-peak 15-minute demand and (ii) the customer's maximum 15-minute demand charges for a period of five (5) years from the Billing Cycle Commencement Date. All the provisions of Customer's applicable rate schedule under Cg-4 or Cg-2 shall continue to apply to Customer, including all associated charges and rules, as may be amended from time to time by order or approval of the PSC.

5. **Rate Reduction Schedule.** Customer’s reduction in demand charges pursuant to the EVF Rate shall be in the following amounts in each of the five (5) years following the Billing Cycle Commencement Date:

Year	Reduction Amount
Year 1	80%
Year 2	60%
Year 3	40%
Year 4	20%
Year 5	0%

6. **Term.** This Agreement is effective upon the Effective Date. The term of this Agreement shall remain in effect for a period of five (5) years following the Billing Cycle Commencement Date (“Term”). No Term shall exceed five (5) years. Customer expressly agrees and acknowledges:

- a. This Agreement may not be extended or renewed by Customer for the Meter(s).
- b. Customer may not enter into a new service agreement under the EVF Rate for the Meter(s) once the Term ends.
- c. Customer acknowledges that during the Term of this Agreement, MGE may be required to exchange the Customer’s Meter(s). In the event of any such meter exchange, the Agreement shall not be extended but shall apply to the new meter(s), as solely determined by MGE, for the balance of the original Agreement Term.

7. **EVF Rate Conditions.**

- a. Customer electric facilities and assets not dedicated to the process of charging electric vehicles shall not be connected to or take service from the Meter(s). MGE has the right to reasonably inspect the Customer Meter(s) for said purpose.
- b. Customer agrees that Customer’s charging configuration shall remain dedicated exclusively to charging infrastructure.
- c. The availability of service under the EVF Rate may be limited at the discretion of MGE. Service under the EVF Rate may be refused or terminated if MGE believes the Customer load at the Meter(s) is serving load not dedicated to the charging of electric vehicles.
- d. Customer agrees that it shall, at Customer’s expense, install all apparatus and materials necessary for the proper utilization of power furnished by MGE.
- e. Customer shall pay, in advance of construction, all costs estimated by MGE for facilities to serve the charging load. Customer and MGE agree that said amount is **\$0.00** and that said amount shall be paid by Customer prior to the Billing Cycle

Commencement Date.

- f. Customer agrees that MGE shall not be liable for any damages sustained by the Customer because of interruptions, deficiencies, or imperfections of electric service provided under the EVF Rate.
 - g. Service under the EVF Rate will be furnished by MGE only in accordance with the Electric Service Rules and Regulations of MGE, as may be amended from time to time by order or approval of the PSC.
 - h. Energy furnished to Customer under the EVF Rate shall not be resold by Customer.
 - i. Customer agrees that electric service under the EVF Rate shall not be combined with electric service under Is-3, Is-4, the Low Load Factor Provision, or combined metering.
8. **Payment.** Customer payment is due not later than the due date shown on Customer bill. Any MGE billing charges unpaid after the due date will be subject to a late payment charge as described in MGE's electric service rules under the Late Payment Charge.
9. **Termination.**
- a. Customer may terminate this Agreement and discontinue this EVF Rate, provided the Customer gives MGE thirty (30) days' written notice of such termination to MGE.
 - b. MGE may terminate this Agreement and remove Customer from the EVF Rate if MGE reasonably believes the Customer load at the Meter(s) is serving load not dedicated exclusively to the charging of electric vehicles or to charging infrastructure or if other conditions of the EVF Rate are not met.
 - c. If this Agreement is terminated at any time and for any reason, there will be no rebilling for prior service. Customer shall remain responsible to pay for all service rendered prior to the date of termination.
 - d. If this Agreement is terminated prior to the end of the Term by either Customer or MGE, then Customer may not enter into a new service agreement under the EVF Rate for the Meter(s).

In the event the Customer cannot fulfill its obligations under this Agreement or violates the terms or conditions hereof, then MGE may terminate this Agreement and Customer shall be required to pay for any and all costs incurred by MGE necessary to return Customer to standard services and rates. Customer will receive no credit for contributions made toward installation of facilities and shall pay MGE for the total cost of removal of any MGE facilities including labor and undepreciated value of investment less salvage.

10. **Miscellaneous Provisions.**

- a. MGE and the Customer acknowledge that the validity and enforcement of this Agreement are subject to the jurisdiction of the PSC and any determinations made with respect thereto by the PSC or other governmental regulatory agencies with jurisdiction over this Agreement or Customer and MGE. In the event the PSC or any other governmental body or a court of law determines that one or more terms of this Agreement shall be modified or is invalid, then the term(s) in question shall be modified or deemed severed from the Agreement, as the case may be, and the remainder of the Agreement shall be enforced, as so amended.
- b. Customer shall not assign or transfer its rights or obligations under this Agreement without the prior written consent of MGE. In the event MGE does so consent, said assignee or transferee shall comply with all of the provisions of this Agreement. No such assignment or transfer shall relieve the Customer of any liability under this Agreement.
- c. This Agreement, and the EVF Rate, which is incorporated herein and made part of this Agreement, are to be considered as one integrated document and shall be binding on the parties. This Agreement constitutes the entire agreement between MGE and the Customer and supersedes any other representations or agreements (whether written or oral) heretofore made or entered into between the parties relating to this Agreement. If and when any amendments to the EVF Rate schedule is made, MGE will provide the Customer with a copy of the amended rate schedules as soon as practicable after such amendments become effective. All such amendments shall automatically be incorporated herein and made part of this Agreement.
- d. This Agreement shall be governed by the laws of the State of Wisconsin, without regard to conflict of law principles. The parties agree that in the event of any dispute under this Agreement that requires litigation, the exclusive venue for such litigation shall be the state and federal courts located in Madison, Wisconsin, with jurisdiction over the subject matter of such litigation; each party waives any objection it may now or hereafter have to the jurisdiction of such courts or to such venue or that any such proceeding is being brought in in an inconvenient forum.
- e. Customer agrees to waive all rights to any billing adjustments arising from a claim that the bill for the Customer's service would be cheaper on any alternative rate schedule for any period of time.
- f. Except as expressly stated otherwise in this Agreement, whenever any provision of this Agreement requires the giving of written notice, it shall be deemed to have been validly given if delivered by hand; certified or registered mail; return receipt requested; email; or Federal Express, express mail, or other internationally recognized overnight carrier. Notices are effective when received by the intended party. Notice addresses are as provided on page 1 herein and shall be sent to the

authorized representative who executes this Agreement.

- g. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement. Each party agrees that electronic signatures of the parties included in this Agreement are intended to have the same force and effect as manual signatures.
- h. Each party represents and warrants to the other that it has full power and authority to enter into and perform this Agreement and that the person signing this Agreement on behalf of each party hereto has been properly authorized and empowered to enter into this Agreement.
- i. **Non-Discrimination.** In the performance of the services under this Agreement, MGE agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin, or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. MGE further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity, or national origin.

Signature Page to Follow

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized agents.

MADISON GAS AND ELECTRIC COMPANY

Date

By:

Name: Erinn Monroe-Nye
Title: Manager Energy Services and Policy

**CITY OF MADISON, WISCONSIN
a municipal corporation**

By: _____
Satya Rhodes-Conway, Mayor

Date: _____

Approved:

By: _____
David P. Schmiedicke, Finance Dir.

Date: _____

By: _____
Lydia A. McComas, City Clerk

Date: _____

Approved as to Form:

By: _____
Eric T. Veum, Risk Manager

Date: _____

By: _____
Michael Haas, City Attorney

Date: _____