

**COMMUNITY ELECTRIC VEHICLE DEPLOYMENT
GRANT AGREEMENT**

This Community Electric Vehicle Deployment Grant Agreement (the "Agreement ") is entered into as of the last signature date set forth below ("Effective Date"), by and between Madison Gas and Electric Company, a Wisconsin corporation ("MGE"), and the City of Madison ("Grantee"). MGE and Grantee shall herein be referred to together as the "Parties."

RECITALS

- A. Pursuant to an agreement with the United States Environmental Protection Agency (EPA), MGE has committed to spend up to \$250,000 on alternative fuel-related programs, including an Electric Vehicle Deployment Grant Program ("Grant Program") to encourage the use of plug-in battery electric vehicles (PBEVs) in order to reduce air emissions in MGE's electric service territory.
- B. MGE solicited applications for grants under the Grant Program from local governments, public schools, tribal communities, and other publicly owned fleets that have vehicle maintenance or storage facilities in MGE's electric service territory.
- C. Grantee submitted the winning application for funds under the Grant Program.
- D. MGE desires to grant Grantee the incremental purchase cost of three (3) new PBEVs, to install three (3) charging stations and related facilities (the "Charging Stations") to support the PBEVs purchased via the Grant Program, and to fund the cost of Grantee's participation in MGE's Green Power Tomorrow program in an amount sufficient to cover the energy needed to charge the PBEVs.
- E. Grantee desires to accept funding under the Grant Program and use of the Charging Stations upon the terms and conditions set forth herein.
- F. This Agreement between MGE and Grantee is material to MGE's performance under its agreement with the EPA.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantee and MGE agree as follows:

- 1. **Recitals.** The recitals are incorporated herein and made a part of this Agreement.
- 2. **MGE Payment.** MGE shall pay Grantee \$22,655 to be applied toward the incremental purchase cost of three (3) new electric vehicles ("Program Vehicles") compared to the cost of a newly manufactured similar gasoline-powered model. The Program Vehicles shall be one (1) 2017 Ford Focus Electric Hatch and two (2) 2017 Chevrolet Bolts.

3. **Retired and Disabled Vehicles.** Grantee shall use the Program Vehicles to retire and replace the following three (3) vehicles: 2003 Chevrolet Malibu, VIN _____; 2002 Buick Century, VIN _____; and 2008 Honda Fit, VIN _____ (collectively, the "Retired Vehicles"). Grantee shall permanently disable the engines of the Retired Vehicles.
 4. **Purchase and Own.** Grantee shall purchase and own, not lease, the Program Vehicles.
 5. **Timing of Purchase.** Grantee shall purchase Program Vehicles within six (6) months of receiving funding under this Agreement, but in no case after December 31, 2019.
 6. **Useful Life.** Grantee hereby certifies that it will retain and operate the Program Vehicles for their useful life.
 7. **Retired Vehicle Certification.** For each Retired Vehicle, Grantee shall provide certification of the following to MGE within one hundred and twenty (120) days of purchasing the Program Vehicles:
 - a. That the engine has been permanently disabled. Such certification may be supplied by a contractor or other third party hired to perform such destruction. An example of an acceptable certification under this subparagraph is attached as Exhibit A. If the engine is disabled by a contractor or other third party hired to perform the destruction, Grantee shall include a receipt, invoice, or similar documentation. Grantee may include additional evidence of destruction, such as a photo of the engine after it has been disabled.
 - b. That the remainder of the retired vehicle has been sold for scrap or salvage. An example of an acceptable certification under this subparagraph is attached as Exhibit B. Grantee shall include a receipt, invoice, or similar documentation.
- MGE shall submit these certifications to the EPA on Grantee's behalf.
8. **Newly Manufactured Vehicles.** Program Vehicles shall be newly manufactured PBEVs. Costs for aftermarket conversions are not eligible for funding under this Agreement.
 9. **Use in Wisconsin.** Grantee shall register, license, and operate the Program Vehicles in Wisconsin.
 10. **Legally Drivable.** Program Vehicles shall be able to be legally driven on all public roadways at 100 percent the minimum speed limit on any particular roadway.
 11. **Charging Stations.** MGE shall install, operate, maintain, repair, remove, upgrade, and/or reinstall the Charging Stations upon the terms and conditions set forth in Exhibits C and D, which are hereby incorporated into this Agreement by reference and made a part hereof.

12. **Green Power Tomorrow.** The Parties hereby acknowledge that, based on Grantee's anticipated usage, charging the Program Vehicles will consume approximately 3,931 kWh over a ten- (10) year period. During the term of this Agreement, Grantee shall purchase 3,931 kWh of electricity under MGE's Green Power Tomorrow program, above and beyond any current Green Power Tomorrow participation by Grantee as of the Effective Date. The Parties also hereby acknowledge that, based on MGE's current Green Power Tomorrow premium of \$0.0244 per kWh, the cost of Grantee's Green Power Tomorrow participation under this section will be approximately \$1,000.00. Concurrent with the payment under Section 2, MGE shall pay Grantee a total of \$1,000.00 to cover the cost of Grantee's participation in MGE's Green Power Tomorrow program under this section.
13. **Public Statements.** Grantee shall not issue any press release or other public statement intended for multiple media outlets or the general public regarding the subject matter of this Agreement without prior written approval from MGE.
14. **Term of Agreement.** The term of this Agreement shall be for ten (10) years, commencing upon the Effective Date. This Agreement shall renew only upon written agreement of the Parties.
15. **Termination.** This Agreement shall terminate upon the earliest to occur of the following: (a) the expiration of the term of the Agreement, (b) by mutual agreement of MGE and Grantee, (c) upon MGE's election to terminate this Agreement for safety reasons or by order of any regulatory body, (d) upon MGE's election to terminate this Agreement following an Event of Default (as defined in Section 18) by Grantee under this Agreement.
16. **Responsibility for Acts.** Each party shall be responsible for its own acts, errors or omissions and for the acts, errors, or omissions of its employees, officers, officials, agents, boards, committees, and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions, including providing its own defense, arising out of this Agreement. In situations involving joint liability, each party shall only be responsible for such losses, claims, and liabilities that are attributable to its own acts, errors, or omissions and the acts, errors, or omissions of its employees, officers, officials, agents, boards, committees, and commissions. In no event will either Party, its affiliates, subsidiaries, or respective directors, officers, employees, or agents be liable for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to these terms and conditions arising out of the acts, errors, or omissions of the other Party or those of the other Party's employees, agents, boards, commissions, agencies, officers, and representatives. It is not the intent of either party to waive, limit, or otherwise modify the protections and limitations of liability found in Wis. Stat. § 893.80 or any other protections available to the parties by law. This paragraph shall survive the termination or expiration of this Agreement.

17. **Compliance with Laws.** Grantee shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, permits, and orders relating to the Retired Vehicles and the Program Vehicles.
18. **Default.** Any of the following events shall constitute an "Event of Default" under this Agreement:
 - a. If either Party shall become insolvent or become the subject of any bankruptcy, insolvency, or similar proceeding, which has not been terminated, stayed, or dismissed within sixty (60) business days after it was commenced.
 - b. If any material representation made under this Agreement shall have been materially false or misleading, when made.
 - c. If either Party shall default in the performance of any other obligation under this Agreement or under the Agreements Relating to Charging Stations attached to this Agreement as Exhibits C and D and incorporated herein by reference.

Notwithstanding the foregoing, any default in the performance under Section 18.c. of this Agreement shall not be deemed to constitute an "Event of Default" unless the Party in default shall have failed to cure such default within thirty (30) days after receiving written notice from the other in accordance with the terms of this Agreement.

19. **Remedies.** Following an Event of Default (as defined in Section 18), the Party not in default may exercise one or more of the following remedies:
 - a. In case of default by Grantee, require Grantee to repay any funds paid by MGE under this Agreement.
 - b. Terminate this Agreement.
 - c. Terminate one or both of the Agreements Relating to Charging Stations attached to this Agreement as Exhibits C and D and cause the removal of the Charging Stations at the expense of the Party in default.
 - d. Exercise any other remedy available at law or in equity.
20. **Notices.** All notices required under this Agreement shall be in writing and shall be delivered as follows:

Notices for MGE shall be delivered to:

Debbie Branson
Madison Gas and Electric Company
PO Box 1231
Madison WI 53701-1231
Fax: (608) 252-4734

Notices for Grantee shall be delivered to:

Notices shall be deemed delivered upon receipt if sent by facsimile or personally delivered and shall be deemed delivered two (2) business days after delivery into the United States first-class mail, postage prepaid, addressed to the other Party.

21. **No Partnership.** None of the terms and provisions of this Agreement shall be deemed to create a partnership between MGE and Grantee in their respective businesses or otherwise, nor shall any terms or provisions of this Agreement cause MGE or Grantee to be considered joint venturers or members of any joint enterprise.
22. **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.
23. **Electronic/Facsimile Signatures.** The signature of a Party transmitted by fax or the electronic signature of a Party shall be considered an original signature for purposes of this Agreement.
24. **Non-Waiver.** The failure of MGE to insist upon or enforce in any instance strict performance by Grantee of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such terms or rights on any future occasion.
25. **Governing Law and Venue.** Interpretation of this Agreement and performance thereof will be determined by the laws of the State of Wisconsin. Any dispute in regard to this Agreement will be venued in Dane County Circuit Court, Madison, Wisconsin. If any provision of this Agreement is held unenforceable or invalid, the remainder of these provisions shall be given effect to the maximum extent possible. The Parties agree to reform this Agreement to replace any such invalid or unenforceable provisions that come as close as possible to the intention of the stricken provision.
26. **Captions.** The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.
27. **Entire Agreement, Amendment, Assignment.** This Agreement contains the complete and entire agreement between the Parties and supersedes any previous communications,

representations, or agreements, whether oral or written, with respect to the subject matter hereof. There are no additions to or deletions from or changes in any of the provisions hereof and no understanding or representation concerning any of the same which are not expressed herein. This Agreement may be modified only by a written document signed by MGE and Grantee. Grantee shall not subcontract or assign this Agreement or Grantee's obligations under this Agreement without prior written approval from MGE.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the year and date first set forth above.

MADISON GAS AND ELECTRIC COMPANY

Date

By: _____

Name: Donald D. Peterson

Assistant Vice President - Strategic

Title: Products and Services

GRANTEE:

CITY OF MADISON

Paul R. Soglin, Mayor

Date

Maribeth Witzel-Behl, City Clerk

Date

Countersigned:

David P. Schmiedicke, Finance Director

Date

Eric Veum, Risk Manager

Date

Approved as to form:

Michael P. May, City Attorney

Date

Execution of this Agreement by the City is authorized by Resolution Enactment No. RES ____-_____, ID No. _____, adopted by the Common Council of the City of Madison on _____, 20__.

Vehicle Destruction Certification

This is certification that the engine in the vehicle identified below has been permanently disabled by the party identified below.

Vehicle Information:

Year: _____

Make: _____

Model: _____

VIN: _____

Brief description of method by which engine has been permanently disabled:

Please attach additional supporting documentation, if available, such as receipt, invoice, or photo of engine after destruction.

Engine destruction performed by:

Company or Entity

Name

Signature

Date

Vehicle Scrappage Certification

This is certification that the vehicle identified below has been sold for scrap or salvage to the party identified below.

Vehicle Information:

Year: _____

Make: _____

Model: _____

VIN: _____

Purchaser:

Company or Entity (if applicable)

Name

Signature

Date

EXHIBIT C

AGREEMENT RELATING TO CHARGING STATIONS

This Agreement Relating to Charging Stations (the "Agreement") is entered into as of the ____ day of _____ 2017 ("Effective Date") by and between Madison Gas and Electric Company, a Wisconsin corporation ("MGE"), and the City of Madison ("Owner"). MGE and Owner shall herein be referred to individually as a "Party" and together as the "Parties."

RECITALS

- A. Owner is the owner of certain land and improvements located at [address of the Metro bus barn], Madison, Wisconsin and [address of the water utility], Madison, Wisconsin (the "Properties").
- B. Owner desires to enter into an arrangement with MGE for the installation of two (2) charging stations (the "Charging Stations") on Owner's Properties.
- C. Owner agrees to comply with the terms and conditions set forth below throughout the term of this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and MGE agree as follows:

1. **Recitals.** The recitals are incorporated herein and made a part of this Agreement.
2. **Right to Install, Operate, Maintain, Repair, Remove, Upgrade, and Reinstall Charging Station.** During the term of this Agreement, MGE shall have the right to install, operate, maintain, repair, remove, upgrade, and/or reinstall the Charging Stations on the Properties (collectively, the "Activities") upon the terms and conditions set forth in this Agreement. The Activities shall be performed by MGE (or on behalf of MGE) at MGE's expense. Any damage caused to the Charging Stations shall be at MGE's expense except for damage caused by the negligence, recklessness, or willful misconduct of Owner or its employees, agents, contractors, or invitees. The locations of the Charging Stations are depicted in the description and diagram attached hereto as Exhibit A (the "Premises"). MGE may install protective bollards on the Premises, as shown in Exhibit A, to protect the Charging Stations. The major components of the Charging Stations are more particularly described in Exhibit B attached hereto.
3. **Branch Circuits.** For purposes of this Agreement, "Branch Circuit" means the breaker in the breaker panel and the conductors and associated equipment to extend the circuit from the breaker to the Charging Stations. Owner grants MGE the right to install any necessary Branch Circuit components to serve the Charging Stations on the Premises. Grantee will take ownership of the Branch Circuit components installed under this Section once they are operational. MGE will retain ownership of the Charging Stations and components thereof, which do not include the Branch Circuit components installed pursuant to this Section.

4. **Access Over Property.** Owner grants and conveys to MGE and MGE's employees, agents, contractors, and consultants reasonable access over the Properties in order for MGE to have access to the Charging Stations, perform the Activities, and install the Branch Circuit Components under Section 3.
5. **Metering and Billing.** The Charging Stations will be connected to existing electric meters on the Properties. Owner will be responsible for the cost of the power used by the Charging Stations. The amount and cost of power used by the Charging Stations will be included on the MGE bills for the meters to which the Charging Stations are connected.
6. **Owner Cooperation.** Owner agrees that it will cooperate in good faith with MGE and its employees, agents, and consultants with regard to the Charging Stations. Owner will not charge MGE any fees or payments for the rights granted to MGE in this Agreement.
7. **Owner's Representations and Warranties.** Owner represents that (a) it is the sole owner of the Properties and (b) there are no mortgagees; lienholders; judgment creditors; or other holders of liens, encumbrances, or other interests in the Properties, except those disclosed in advance to MGE and approved in writing by MGE. MGE shall have no obligation to approve of any such mortgage, lien, or other interest unless the holder of the mortgage, lien, or other interest has provided to MGE an executed, recordable disclaimer of interest in the Charging Stations in a form acceptable to MGE.
8. **Ownership of Charging Stations.** Owner and MGE agree that at all times during this Agreement, MGE shall be the sole and complete owner of the Charging Stations and all components thereof. For clarity, the Branch Circuit components under Section 3 are not a component of the Charging Stations.
9. **Disclaimer.** The Charging Stations are provided on an "As Is" basis. MGE expressly disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability for a particular purpose and non-infringement. MGE makes no warranty that the Charging Stations will operate uninterrupted or error-free.
10. **Duty to Notify.** Owner and MGE shall promptly report to each other any problems or functional issues with the Charging Stations or the Premises that come to either's attention. MGE shall have the right, upon reasonable advance notice to Owner, to perform any of the Activities provided, however, that in performing the Activities, MGE shall use reasonable care to avoid undue interference or disruption to Owner. Owner shall not remove the Charging Stations without MGE's prior written consent.
11. **Non-Interference With Charging Stations.** Owner covenants for itself and its employees, agents, invitees, successors, and assigns that it shall neither do, nor permit to be done, any of the Activities without MGE's prior written consent or any action that would tend to damage, impair, debilitate, shorten the useful life of, or otherwise work to the detriment of the Charging Stations. The foregoing covenant shall require Owner, without limitation, to provide prior notice to MGE of any intended modifications, repairs, or maintenance to the Properties that could have the potential to adversely impact the Charging Stations. Owner further agrees to coordinate any such modifications, repairs, or maintenance with MGE and to carry them out in a manner that will

avoid damage to or undue interference with the Charging Stations or the use of the Charging Stations by vehicles. In the event any damage is caused to the Charging Stations during the term of this Agreement for any reason, Owner agrees to immediately notify MGE of such damage. Owner shall keep the Premises reasonably free of ice and snow.

12. **Term/Extension.** The initial term of this Agreement shall be for ten (10) years ("Initial Term"), commencing upon the Effective Date. Upon the expiration of the Initial Term, this Agreement shall automatically renew for successive one- (1) year terms ("Renewal Term") and upon the same terms and conditions, unless Owner provides written notice to MGE within ninety (90) days of the expiration of the Initial Term or any Renewal Term of its desire to terminate this Agreement. If the Agreement is terminated by either Party under this Section 12 and Owner desires to purchase the Charging Stations, Owner must indicate its desire to purchase the Charging Stations in its termination notice or response to MGE within fifteen (15) days of MGE's termination notice. The purchase price will be the depreciated value of the Charging Stations as determined by MGE, and upon such terms and conditions as may be required by federal, state, or local law, or as MGE otherwise sees fit. Such purchase must occur within thirty (30) days of termination of the Agreement. If Owner does not indicate its desire to purchase the Charging Stations in its termination notice or response to MGE's termination notice, then MGE shall remove the Charging Stations within ninety (90) days of termination of the Agreement.
13. **Removal of Charging Stations.** Unless Owner purchases the Charging Stations from MGE at their then depreciated value as determined by MGE within ninety (90) days after the expiration or termination of this Agreement, MGE shall remove, or cause the removal of, the Charging Stations (not including any underground electric cable or conduit) and repair the portions of the Premises upon which they were located to match the condition of such portions at the time of installation, all at MGE's expense. MGE may leave in place, and shall not be required to remove, any underground electric cable or conduit used to service the Charging Stations. If Owner purchases the Charging Stations, MGE shall convey the Charging Stations to Owner by bill of sale.
14. **Termination of Agreement.** This Agreement shall terminate upon the earliest to occur of the following: (a) the expiration of the Initial Term (or if extended, a Renewal Term) of this Agreement, (b) by mutual agreement of MGE and Owner, (c) upon MGE's election to terminate this Agreement for safety reasons or by order of any regulatory body, (d) upon Owner's election to terminate this Agreement, following an Event of Default (as defined in Section 22) by MGE under this Agreement, or (e) upon MGE's election to terminate this Agreement following an Event of Default (as defined in Section 22) by Owner under this Agreement.
15. **Amendment.** This Agreement shall not be amended without the prior written consent of MGE and Owner.
16. **Assignment of Agreement/Sale of Property.** Neither Party hereto shall be entitled to sell or assign all or any part of its interest in this Agreement or in the Charging Stations without the written consent of the other, except as follows:
 - a. If Owner wishes to sell the Properties, Owner shall be entitled to do so as long as Owner incorporates into any binding contract to sell the Properties a provision that discloses the existence of this Agreement and obligates the purchaser to assume in writing all obligations

of Owner under this Agreement or pay to have MGE remove it. Owner shall provide MGE with written notice of the sale of the Property and assignment and assumption of this Agreement by the purchaser.

- b. MGE shall be permitted to assign its interest in the Charging Stations and this Agreement without the written consent of Owner, to a subsidiary, an affiliate, or an unrelated third party in connection with a merger, consolidation, or restructuring transaction. MGE shall provide Owner with written notice of the sale or assignment.

- 17. **Terms Run with the Land.** The terms and conditions of this Agreement shall run with the land and be binding on the Parties and their heirs, successors, and assigns unless and until terminated as provided herein.
- 18. **Compliance with Laws.** MGE shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, permits, and orders governing the Activities. This shall include, without limitation, any applicable rules, orders, or tariffs of the Public Service Commission of Wisconsin. Owner shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, permits, and orders relating to the Property and the Premises.
- 19. **Taxes.** Owner shall pay the personal property and real property taxes, if any, pertaining to the Property. MGE shall pay any personal property tax pertaining to the Charging Stations.
- 20. **Responsibility for Acts.** Each party shall be responsible for its own acts, errors, or omissions and for the acts, errors, or omissions of its employees, officers, officials, agents, boards, committees, and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions, including providing its own defense, arising out of this Agreement. In situations involving joint liability, each party shall only be responsible for such losses, claims, and liabilities that are attributable to its own acts, errors, or omissions and the acts, errors, or omissions of its employees, officers, officials, agents, boards, committees, and commissions. In no event will either Party, its affiliates, subsidiaries, or respective directors, officers, employees, or agents be liable for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to these terms and conditions arising out of the acts, errors, or omissions of the other Party or those of the other Party's employees, agents, boards, commissions, agencies, officers, and representatives. It is not the intent of either party to waive, limit, or otherwise modify the protections and limitations of liability found in Wis. Stat. § 893.80 or any other protections available to the parties by law. This paragraph shall survive the termination or expiration of this Agreement.
- 21. **Insurance.** MGE shall carry, and shall require its installation contractors to carry, commercially reasonable amounts of liability insurance during the installation or reinstallation of the Charging Station. MGE shall be responsible for carrying commercial general liability insurance and property hazard insurance coverage upon the Charging Station, and Owner shall be responsible for carrying commercial general liability insurance and property hazard insurance for the location of the Property and upon the other improvements upon the Property. MGE shall be responsible for the reasonable costs of any damage to Owner's real or personal property caused by the Charging Station or the Activities.

22. **Default.** Any of the following events shall constitute an "Event of Default" under this Agreement:
- a. If a Party shall become insolvent or become the subject of any bankruptcy, insolvency, or similar proceeding, which has not been terminated, stayed, or dismissed within sixty (60) business days after it was commenced.
 - b. If any material representation made under this Agreement shall have been materially false or misleading when made.
 - c. If a Party shall default in the performance of any other obligation under this Agreement.

Notwithstanding the foregoing, any default in the performance under Section 22.c. of this Agreement shall not be deemed to constitute an "Event of Default" unless the Party in default shall have failed to cure such default within thirty (30) days after receiving written notice from the other in accordance with the terms of this Agreement.

23. **Remedies.** Following an Event of Default (as defined in Section 22), the Party not in default may exercise one or more of the following remedies:
- a. Terminate this Agreement and cause the removal of the Charging Stations at the expense of the Party in default.
 - b. Cure the Event of Default and obtain reimbursement from the other Party.
 - c. Exercise any remedy available at law or in equity.
24. **MGE's Right to Erect Signs and Informational Displays.** MGE, at MGE's expense, shall have the right to erect and maintain informational signage to be located immediately adjacent to the Charging Stations. The location of the signage is subject to the reasonable approval of Owner. The contents of the signage may, among other things, identify MGE as the owner of the Charging Stations and provide information about the purpose and use of the Charging Stations.
25. **Notices.** All notices required under this Agreement shall be in writing and shall be delivered to MGE and Owner as follows:

To MGE:
Debbie Branson
Madison Gas and Electric Company
PO Box 1231
Madison WI 53701-1231
Fax: (608) 252-4734

To Owner:

Notices shall be deemed delivered upon receipt if sent by facsimile or personally delivered and shall be deemed delivered two (2) business days after delivery into the United States first-class mail, postage prepaid, addressed to the other Party.

26. **Memorandum of Agreement.** Upon the execution of this Agreement, Owner and MGE shall execute a recordable form of memorandum of this Agreement in the form attached hereto as Exhibit C. MGE may record the Memorandum with the Dane County Register of Deeds at its sole cost.
27. **No Partnership.** None of the terms and provisions of this Agreement shall be deemed to create a partnership between MGE and Owner in their respective businesses or otherwise, nor shall any terms or provisions of this Agreement cause MGE or Owner to be considered joint venturers or members of any joint enterprise.
28. **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.
29. **Entire Agreement.** In addition to the Community Electric Vehicle Deployment Grant Agreement between MGE and Owner which incorporates this Agreement by reference, this Agreement contains the entire agreement between MGE and Owner with respect to the subject matter of this Agreement and supersedes all previous negotiations, agreements, or understandings, whether written or oral. This Agreement is binding on each Party's permitted successors and assigns.
30. **Electronic/Facsimile Signatures.** The signature of a Party transmitted by fax or the electronic signature of a Party shall be considered an original signature for purposes of this Agreement.
31. **Nature of MGE's Business.** Owner acknowledges that MGE is engaged in the business of generating and distributing electricity and purchasing and distributing natural gas and will warn its employees against the hazards incident in such operations. Neither Owner nor any of its employees, consultants, agents, subcontractors, or representatives shall touch, move, manipulate, or tamper with any wires, pipes, fixtures, machines, appliances, or equipment of MGE's without express permission from MGE's authorized representative.

32. **Non-Waiver.** The failure of MGE to insist upon or enforce in any instance strict performance by Owner of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such terms or rights on any future occasion.
33. **Governing Law and Venue.** Interpretation of this Agreement and performance thereof will be determined by the laws of the State of Wisconsin. Any dispute arising under the terms of this Agreement will be filed in Dane County Circuit Court.
34. **Captions.** The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the year and date first set forth above.

MADISON GAS AND ELECTRIC COMPANY

Date

By: _____
Name: Donald D. Peterson
Assistant Vice President - Strategic
Title: Products and Services

GRANTEE:

CITY OF MADISON

Paul R. Soglin, Mayor

Date

Maribeth Witzel-Behl, City Clerk

Date

Countersigned:

David P. Schmiedicke, Finance Director

Date

Eric Veum, Risk Manager

Date

Approved as to form:

Michael P. May, City Attorney

Date

Execution of this Agreement by the City is authorized by Resolution Enactment No. RES ____ - _____, ID No. _____, adopted by the Common Council of the City of Madison on _____, 20__.

Attachments:

- Exhibit A - Location of the Charging Stations
- Exhibit B - Major Components of the Charging Stations
- Exhibit C - Memorandum of Agreement

EXHIBIT A
LOCATION OF THE CHARGING STATIONS

EXHIBIT B
MAJOR COMPONENTS OF THE CHARGING STATIONS

ELECTRIC VEHICLE CHARGING STATION

TURNING GARAGES INTO FILLING STATIONS OF THE FUTURE

MODEL EVSE-RS

EXHIBIT B

FEATURES

- Industry standard SAE-J1772 connector
- Auto restart in event of power outage
- Americans with Disabilities Act (ADA) compliant installation
- Integrated cable stowage
- Underwriters Laboratory (UL) listed
- Breakaway safety cable
- Optional pedestal mount configurations
- Network communication options (EVSE-RS+)

SERVICE AND INSTALLATION

- Expanding network of independent certified, trained electricians*
- Convenient customer site assessments and installation
- Electricians with local code and permitting knowledge



The EVSE-RS Charging Station charges all SAE J1772-compliant vehicles – including both electric vehicle (EV) and plug-in hybrid (PHEV) models – in the convenience of the home garage, workplace, condominium, apartment, or retail parking structure. The Home Charging Station safely and reliably delivers AC power to the vehicle's on-board charger and features a weather-resistant NEMA 3R enclosure for indoor and outdoor installations.

The EV Charging Station can be installed by one of our independent certified licensed electricians who also facilitate necessary permitting and inspection, and provide information about EVSE-RS use to the customer. An optional module is available to enable WiFi, Zigbee, or cellular network connectivity.

SPECIFICATION	EVSE-RS
Connector	SAE J1772 compliant
Voltage	208VAC to 240VAC
Frequency	60/50Hz
Output Current	30A max
Input Current	40A max
Operating Temperature	-22°F to 122°F -30°C to 50°C
Storage/Transit Temperature	-40°F to 140°F -40°C to 60°C
Relative Humidity	Up to 95% non-condensing
Dimensions	12" x 12" x 8" (approximate)
Weight	10 lbs. (excl. cable)
Cord Length	Up to 25' available
Enclosure	NEMA 3R
Regulatory Compliance	UL, cUL, CE, CTick listed

Information and specifications subject to change.

* Installation services available in certain areas; contact AV for additional information.





EXHIBIT B

TURBODOCK EV CHARGING STATION

EASY-TO-USE COMMERCIAL AND WORKPLACE CHARGING WITH BLUETOOTH-ENABLED ACCESS CONTROL



Simple Access Control.

The control is all yours with TurboDock. Whether charging is open to the public or limited just to select EV drivers, TurboDock allows you to setup access control through the easy-to-use mobile app. Set up one universal PIN, create individual PINs for your EV drivers or configure the station for open access, so no codes are required - it's up to you.



Modular. Flexible.

Maximum flexibility for parking configurations and growth. You can choose to install 1 to 4 chargers on a pole-mount per location, or use a wall-mount to have 1 or 2 chargers per location. It also allows you to conveniently expand the number of chargers over a period of time.



Maximize Your Investment.

Unlike networked chargers that require that you pay monthly access fees to the manufacturer, TurboDock doesn't come with recurring fees. It maximizes the use of your existing electrical infrastructure, and it costs less to install than Level 2 chargers with higher draw (30A or more).

Think Differently About Charging.

TurboDock is a dual voltage (Level 1/Level 2), 16 Amp EV charging station designed for workplaces and for establishments where cars are parked for two or more hours. TurboDock delivers 12-15 miles per hour of charge*, ensuring that your EV drivers will be able to fully recharge from their daily commute in 3 hours or less.**

TurboDock is ideal for establishments that prefer the optional mobile access control, and choose to offer EV charging as an amenity or on a fixed fee basis.

* Charging times may vary depending on the car models.

** Based on average employee commute of 20 miles or less.

SPECIFICATIONS	TURBODOCK DUAL 120V/240V
VOLTAGE	120VAC/240VAC
OUTPUT POWER	12 Amps continuous @120VAC 16 Amps continuous @240VAC
CIRCUIT BREAKER RATING	15 Amps @120VAC 20 Amps @240/208VAC
FREQUENCY	60Hz
CABLE LENGTH	20 ft. (6.1 m)
WEIGHT(MODULE)	5.5 lbs. (2.5 kg) - module
WEIGHT (MOUNTING OPTIONS)	28.5lb (12.9 kg) - pedestal kit 2.5 lbs (1.1kg) - wall mount
OPERATING TEMPERATURE	-40C to +50C (-40F to 122F)
INDOOR / OUTDOOR	Yes NEMA 3R
CHARGE COUPLER	SAE J1772 compliant
CERTIFICATION	UL and cUL



HOW IT WORKS...

EXHIBIT B



INSTALL CHARGERS

Choose your mounting configurations and decide where you want your units to go. Have a licensed, qualified electrician install them. AV can provide installation upon request.



DOWNLOAD APP & ACTIVATE ACCESS CONTROL

Download the "TurboDock" app in your App Store. Go to your charger, launch your app, then follow the instructions in your Quick Start Guide to set up each charger. (Chargers are delivered in open access mode, so they can be used immediately after installation without using the app.)



ASSIGN PINS & LET YOUR DRIVERS KNOW

Once you assigned at least one User PIN to each charger, you can let your Plug-In Hybrid & EV-driving employees know their User PIN and how to download the app.



READY TO CHARGE!

After launching the TurboDock app and selecting an available charger, drivers can enter their User PIN. TurboDock™ will then be ready to charge. It's that easy!

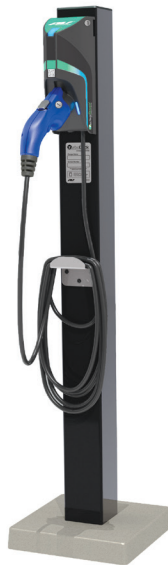
TURBODOCK MOUNTING CONFIGURATIONS



TurboDock Single Wall Mount



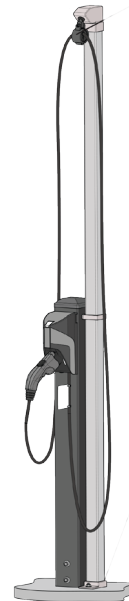
TurboDock Dual Wall Mount



TurboDock Single Pedestal Mount



TurboDock Quad Pedestal Mount



TurboDock Single or Dual Pedestal Mount w/ Cable Management

Configurations available: Single or Dual Wall mount and Single, Dual, Triple or Quad Pedestal.

Contact us for more information 888-524-6373 or email EVCommercialSales@avinc.com

EXHIBIT C
Memorandum of Agreement

This Memorandum of Agreement ("Memorandum") is entered into this ____ day of _____ 2017, by and between Madison Gas and Electric Company ("MGE") and the City of Madison ("Owner").

MGE and Owner state as follows:

1. MGE and Owner entered into an Agreement Relating to Charging Stations, of even date herewith ("Agreement").
2. The Agreement gives MGE the right to install, own, operate, maintain, repair, remove, upgrade, and reinstall up to two (2) charging stations on Owner's property described in Exhibit A attached hereto and incorporated herein.
3. The Agreement also grants and conveys access rights to MGE.
4. The Agreement runs with the land and is binding on MGE and Owner and their respective heirs, successors, and assigns unless terminated as provided in the Agreement.
5. Additional terms and conditions of the Agreement with respect to the Charging Stations are set forth in the Agreement itself.
6. This Memorandum is intended to provide notice of the Agreement. This Memorandum is not intended to and does not amend the Agreement. In the event of a conflict between the terms and conditions of this Memorandum and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern and prevail.

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:

Betsy Winterhack
Madison Gas and Electric Company
PO Box 1231
Madison WI 53701-1231

P.I.N.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Agreement as of the year and date first set forth above.

Madison Gas and Electric Company

By: _____
Name: _____
Title: _____

State of Wisconsin
County of Dane

Personally came before me this ____ day of _____ 2017, the above-named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Dane County, Wisconsin

Name: _____ (Please print)

My commission expires on _____

City of Madison

By: _____
Name: _____
Title: _____

State of _____
County of _____

Personally came before me this ____ day of _____ 2017, the above-named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of _____

Name: _____ (Please print)

My commission expires on _____

EXHIBIT A TO MEMORANDUM OF AGREEMENT
LEGAL DESCRIPTION AND PARCEL IDENTIFICATION NUMBER

EXHIBIT D

AGREEMENT RELATING TO CHARGING STATIONS

This Agreement Relating to Charging Stations (the "Agreement") is entered into as of the ____ day of _____ 2017 ("Effective Date") by and between Madison Gas and Electric Company, a Wisconsin corporation ("MGE"), the City of Madison ("City"), and Dane County ("County"). The City and the County are herein referred to together as "Owners." MGE, the City, and the County are herein referred to individually as a "Party" and together as the "Parties."

RECITALS

- A. Owners are the owners of certain land and improvements located at [address of the City County building], Madison, Wisconsin (the "Property").
- B. Owners desire to enter into an arrangement with MGE for the installation of one (1) charging station (the "Charging Station") on Owners' Property.
- C. Owners agree to comply with the terms and conditions set forth below throughout the term of this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owners and MGE agree as follows:

- 1. **Recitals.** The recitals are incorporated herein and made a part of this Agreement.
- 2. **Right to Install, Operate, Maintain, Repair, Remove, Upgrade, and Reinstall Charging Station.** During the term of this Agreement, MGE shall have the right to install, operate, maintain, repair, remove, upgrade, and/or reinstall the Charging Station on the Property (collectively, the "Activities") upon the terms and conditions set forth in this Agreement. The Activities shall be performed by MGE (or on behalf of MGE) at MGE's expense. Any damage caused to the Charging Stations shall be at MGE's expense except for damage caused by negligence, recklessness, or willful misconduct of Owners or their employees, agents, contractors, or invitees. The location of the Charging Station is depicted in the description and diagram attached hereto as Exhibit A (the "Premises"). MGE may install protective bollards on the Premises, as shown in Exhibit A, to protect the Charging Station. The major components of the Charging Station are more particularly described in Exhibit B attached hereto.
- 3. **Branch Circuit.** For purposes of this Agreement, "Branch Circuit" means the breaker in the breaker panel and the conductors and associated equipment to extend the circuit from the breaker to the Charging Station. Owners grant MGE the right to install any necessary Branch Circuit components to serve the Charging Station on the Premises. Grantee will take ownership of the Branch Circuit components installed under this Section once they are operational. MGE will

retain ownership of the Charging Station and components thereof, which do not include the Branch Circuit components installed pursuant to this Section.

4. **Access Over Property.** Owners grant and convey to MGE and MGE's employees, agents, contractors, and consultants reasonable access over the Property in order for MGE to have access to the Charging Station, perform the Activities, and install the Branch Circuit components under Section 3.
5. **Metering and Billing.** The Charging Station will be connected to an existing electric meter on the Property. Owners will be responsible for the cost of the power used by the Charging Station. The amount and cost of power used by the Charging Station will be included on the MGE bills for the meter to which the Charging Station is connected.
6. **Owner Cooperation.** Owners agree that they will cooperate in good faith with MGE and its employees, agents, and consultants with regard to the Charging Station. Owners will not charge MGE any fees or payments for the rights granted to MGE in this Agreement.
7. **Owners' Representations and Warranties.** Owners represent that (a) they are the sole owners of the Property and (b) there are no mortgagees; lienholders; judgment creditors; or other holders of liens, encumbrances, or other interests in the Property, except those disclosed in advance to MGE and approved in writing by MGE. MGE shall have no obligation to approve of any such mortgage, lien, or other interest unless the holder of the mortgage, lien, or other interest has provided to MGE an executed, recordable disclaimer of interest in the Charging Station in a form acceptable to MGE.
8. **Ownership of Charging Station.** Owners and MGE agree that at all times during this Agreement, MGE shall be the sole and complete owner of the Charging Station and all components thereof. For clarity, the Branch Circuit components under Section 3 are not a component of the Charging Station.
9. **Disclaimer.** The Charging Station is provided on an "As Is" basis. MGE expressly disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability for a particular purpose and non-infringement. MGE makes no warranty that the Charging Station will operate uninterrupted or error-free.
10. **Duty to Notify.** Owners and MGE shall promptly report to each other any problems or functional issues with the Charging Station or the Premises that come to their attention. MGE shall have the right, upon reasonable advance notice to Owners, to perform any of the Activities provided, however, that in performing the Activities, MGE shall use reasonable care to avoid undue interference or disruption to Owners. Owners shall not remove the Charging Station without MGE's prior written consent.
11. **Non-Interference With Charging Station.** Owners covenant for themselves and their employees, agents, invitees, successors, and assigns that they shall neither do, nor permit to be done, any of the Activities without MGE's prior written consent or any action that would tend to damage, impair, debilitate, shorten the useful life of, or otherwise work to the detriment of the Charging Station. The foregoing covenant shall require Owners, without limitation, to provide prior notice to MGE of any intended modifications, repairs, or maintenance to the Property that

could have the potential to adversely impact the Charging Station. Owners further agree to coordinate any such modifications, repairs, or maintenance with MGE and to carry them out in a manner that will avoid damage to or undue interference with the Charging Station or the use of the Charging Station by vehicles. In the event any damage is caused to the Charging Station during the term of this Agreement for any reason, Owners agree to immediately notify MGE of such damage. Owners shall keep the Premises reasonably free of ice and snow.

12. **Term/Extension.** The initial term of this Agreement shall be for ten (10) years ("Initial Term"), commencing upon the Effective Date. Upon the expiration of the Initial Term, this Agreement shall automatically renew for successive one- (1) year terms ("Renewal Term") and upon the same terms and conditions, unless Owners provide written notice to MGE within ninety (90) days of the expiration of the Initial Term or any Renewal Term of their desire to terminate this Agreement. If the Agreement is terminated by a Party under this Section 12 and Owners desire to purchase the Charging Station, Owners must indicate their desire to purchase the Charging Station in their termination notice or response to MGE within fifteen (15) days of MGE's termination notice. The purchase price will be the depreciated value of the Charging Station as determined by MGE, and upon such terms and conditions as may be required by federal, state, or local law, or as MGE otherwise sees fit. Such purchase must occur within thirty (30) days of termination of the Agreement. If Owners do not indicate their desire to purchase the Charging Station in their termination notice or response to MGE's termination notice, then MGE shall remove the Charging Station within ninety (90) days of termination of the Agreement.
13. **Removal of Charging Stations.** Unless Owners purchase the Charging Station from MGE at its then depreciated value as determined by MGE within ninety (90) days after the expiration or termination of this Agreement, MGE shall remove, or cause the removal of, the Charging Station (not including any underground electric cable or conduit) and repair the portions of the Premises upon which they were located to match the condition of such portions at the time of installation, all at MGE's expense. MGE may leave in place, and shall not be required to remove, any underground electric cable or conduit used to service the Charging Station. If Owners purchase the Charging Station, MGE shall convey the Charging Station to Owners by bill of sale.
14. **Termination of Agreement.** This Agreement shall terminate upon the earliest to occur of the following: (a) the expiration of the initial term (or if extended, an extended term) of this Agreement, (b) by mutual agreement of MGE and Owners, (c) upon MGE's election to terminate this Agreement for safety reasons or by order of any regulatory body, (d) upon Owners' election to terminate this Agreement, following an Event of Default (as defined in Section 22) by MGE under this Agreement, or (e) upon MGE's election to terminate this Agreement following an Event of Default (as defined in Section 22) by Owners under this Agreement.
15. **Amendment.** This Agreement shall not be amended without the prior written consent of MGE and Owners.

16. **Assignment of Agreement/Sale of Property.** No Party hereto shall be entitled to sell or assign all or any part of its interest in this Agreement or in the Charging Station without the written consent of the others, except as follows:
 - a. If Owners wish to sell the Property, Owners shall be entitled to do so as long as Owners incorporate into any binding contract to sell the Property a provision that discloses the existence of this Agreement and obligates the purchaser to assume in writing all obligations of Owners under this Agreement or pay to have MGE remove it. Owners shall provide MGE with written notice of the sale of the Property and assignment and assumption of this Agreement by the purchaser.
 - b. MGE shall be permitted to assign its interest in the Charging Station and this Agreement without the written consent of Owners, to a subsidiary, an affiliate, or an unrelated third party in connection with a merger, consolidation, or restructuring transaction. MGE shall provide Owners with written notice of the sale or assignment.
17. **Terms Run with the Land.** The terms and conditions of this Agreement shall run with the land and be binding on the Parties and their heirs, successors, and assigns unless and until terminated as provided herein.
18. **Compliance with Laws.** MGE shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, permits, and orders governing the Activities. This shall include, without limitation, any applicable rules, orders, or tariffs of the Public Service Commission of Wisconsin. Owners shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, permits, and orders relating to the Property and the Premises.
19. **Taxes.** Owners shall pay the personal property and real property taxes, if any, pertaining to the Property. MGE shall pay any personal property tax pertaining to the Charging Stations.
20. **Responsibility for Acts.** Each party shall be responsible for its own acts, errors, or omissions and for the acts, errors, or omissions of its employees, officers, officials, agents, boards, committees, and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions, including providing its own defense, arising out of this Agreement. In situations involving joint liability, each party shall only be responsible for such losses, claims, and liabilities that are attributable to its own acts, errors, or omissions and the acts, errors, or omissions of its employees, officers, officials, agents, boards, committees, and commissions. In no event will either Party, its affiliates, subsidiaries, or respective directors, officers, employees, or agents be liable for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to these terms and conditions arising out of the acts, errors, or omissions of the other Party or those of the other Party's employees, agents, boards, commissions, agencies, officers, and representatives. It is not the intent of either party to waive, limit, or otherwise modify the protections and limitations of liability found in Wis. Stat. § 893.80 or any other protections available to the parties by law. This paragraph shall survive the termination or expiration of this Agreement.
21. **Insurance.** MGE shall carry, and shall require its installation contractors to carry, commercially reasonable amounts of liability insurance during the installation or reinstallation of the Charging Station. MGE shall be responsible for carrying commercial general liability insurance and

property hazard insurance coverage upon the Charging Station, and Owners shall be responsible for carrying commercial general liability insurance and property hazard insurance for the location of the Property and upon the other improvements upon the Property. MGE shall be responsible for the reasonable costs of any damage to Owners' real or personal property caused by the Charging Station or the Activities.

22. **Default.** Any of the following events shall constitute an "Event of Default" under this Agreement:
- a. If a Party shall become insolvent or become the subject of any bankruptcy, insolvency, or similar proceeding, which has not been terminated, stayed, or dismissed within sixty (60) business days after it was commenced.
 - b. If any material representation made under this Agreement shall have been materially false or misleading when made.
 - c. If a Party shall default in the performance of any other obligation under this Agreement.

Notwithstanding the foregoing, any default in the performance under Section 22.c. of this Agreement shall not be deemed to constitute an "Event of Default" unless the Party in default shall have failed to cure such default within thirty (30) days after receiving written notice from the other in accordance with the terms of this Agreement.

23. **Remedies.** Following an Event of Default (as defined in Section 22), the Parties not in default may exercise one or more of the following remedies:
- a. Terminate this Agreement and cause the removal of the Charging Stations at the expense of the Party in default.
 - b. Cure the Event of Default and obtain reimbursement from the Party in default.
 - c. Exercise any remedy available at law or in equity.
24. **MGE's Right to Erect Signs and Informational Displays.** MGE, at MGE's expense, shall have the right to erect and maintain informational signage to be located immediately adjacent to the Charging Station. The location of the signage is subject to the reasonable approval of Owners. The contents of the signage may, among other things, identify MGE as the owner of the Charging Station and provide information about the purpose and use of the Charging Station.
25. **Notices.** All notices required under this Agreement shall be in writing and shall be delivered to MGE and Owners as follows:

To MGE:
Debbie Branson
Madison Gas and Electric Company
PO Box 1231
Madison WI 53701-1231
Fax: (608) 252-4734

To the City:

To the County:

Notices shall be deemed delivered upon receipt if sent by facsimile or personally delivered and shall be deemed delivered two (2) business days after delivery into the United States first-class mail, postage prepaid, addressed to the other Parties.

26. **Memorandum of Agreement.** Upon the execution of this Agreement, Owners and MGE shall execute a recordable form of memorandum of this Agreement in the form attached hereto as Exhibit C. MGE may record the Memorandum with the Dane County Register of Deeds at its sole cost.
27. **No Partnership.** None of the terms and provisions of this Agreement shall be deemed to create a partnership between MGE and Owners in their respective businesses or otherwise, nor shall any terms or provisions of this Agreement cause MGE or Owners to be considered joint venturers or members of any joint enterprise.
28. **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.
29. **Entire Agreement.** In addition to the Community Electric Vehicle Deployment Grant Agreement between MGE and the City, which incorporates this Agreement by reference, this Agreement contains the entire agreement between MGE and Owners with respect to the subject matter of this Agreement and supersedes all previous negotiations, agreements, or understandings, whether written or oral. This Agreement is binding on each Party's permitted successors and assigns.
30. **Electronic/Facsimile Signatures.** The signature of a Party transmitted by fax or the electronic signature of a Party shall be considered an original signature for purposes of this Agreement.

31. **Nature of MGE's Business.** Owners acknowledge that MGE is engaged in the business of generating and distributing electricity and purchasing and distributing natural gas and will warn their employees against the hazards incident in such operations. Neither Owners nor any of their employees, consultants, agents, subcontractors, or representatives shall touch, move, manipulate, or tamper with any wires, pipes, fixtures, machines, appliances, or equipment of MGE's without express permission from MGE's authorized representative.
32. **Non-Waiver.** The failure of MGE to insist upon or enforce in any instance strict performance by Owners of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such terms or rights on any future occasion.
33. **Governing Law and Venue.** Interpretation of this Agreement and performance thereof will be determined by the laws of the State of Wisconsin. Any dispute arising under the terms of this Agreement will be filed in Dane County Circuit Court.
34. **Captions.** The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the year and date first set forth above.

MADISON GAS AND ELECTRIC COMPANY

Date
By: _____
Name: Donald D. Peterson
Assistant Vice President - Strategic
Title: Products and Services

GRANTEE:

CITY OF MADISON

Paul R. Soglin, Mayor
Date

Maribeth Witzel-Behl, City Clerk
Date

Countersigned:

David P. Schmiedicke, Finance Director
Date

Eric Veum, Risk Manager
Date

Approved as to form:

Michael P. May, City Attorney
Date

Execution of this Agreement by the City is authorized by Resolution Enactment No. RES ____-_____, ID No. _____, adopted by the Common Council of the City of Madison on _____, 20__.

DANE COUNTY

Date
By: _____
Name: _____
Title: _____

- Attachments: Exhibit A - Location of the Charging Stations
- Exhibit B - Major Components of the Charging Stations
- Exhibit C - Memorandum of Agreement

EXHIBIT A
LOCATION OF THE CHARGING STATIONS

EXHIBIT B
MAJOR COMPONENTS OF THE CHARGING STATIONS

ELECTRIC VEHICLE CHARGING STATION

TURNING GARAGES INTO FILLING STATIONS OF THE FUTURE

MODEL EVSE-RS

EXHIBIT B

FEATURES

- Industry standard SAE-J1772 connector
- Auto restart in event of power outage
- Americans with Disabilities Act (ADA) compliant installation
- Integrated cable stowage
- Underwriters Laboratory (UL) listed
- Breakaway safety cable
- Optional pedestal mount configurations
- Network communication options (EVSE-RS+)

SERVICE AND INSTALLATION

- Expanding network of independent certified, trained electricians*
- Convenient customer site assessments and installation
- Electricians with local code and permitting knowledge



The EVSE-RS Charging Station charges all SAE J1772-compliant vehicles – including both electric vehicle (EV) and plug-in hybrid (PHEV) models – in the convenience of the home garage, workplace, condominium, apartment, or retail parking structure. The Home Charging Station safely and reliably delivers AC power to the vehicle's on-board charger and features a weather-resistant NEMA 3R enclosure for indoor and outdoor installations.

The EV Charging Station can be installed by one of our independent certified licensed electricians who also facilitate necessary permitting and inspection, and provide information about EVSE-RS use to the customer. An optional module is available to enable WiFi, Zigbee, or cellular network connectivity.

SPECIFICATION	EVSE-RS
Connector	SAE J1772 compliant
Voltage	208VAC to 240VAC
Frequency	60/50Hz
Output Current	30A max
Input Current	40A max
Operating Temperature	-22°F to 122°F -30°C to 50°C
Storage/Transit Temperature	-40°F to 140°F -40°C to 60°C
Relative Humidity	Up to 95% non-condensing
Dimensions	12" x 12" x 8" (approximate)
Weight	10 lbs. (excl. cable)
Cord Length	Up to 25' available
Enclosure	NEMA 3R
Regulatory Compliance	UL, cUL, CE, CTick listed

Information and specifications subject to change.

* Installation services available in certain areas;
contact AV for additional information.



EXHIBIT C
Memorandum of Agreement

This Memorandum of Agreement ("Memorandum") is entered into this ____ day of _____ 2017, by and between Madison Gas and Electric Company ("MGE") and the City of Madison and Dane County ("Owners").

MGE and Owners state as follows:

1. MGE and Owners entered into an Agreement Relating to Charging Stations, of even date herewith ("Agreement").
2. The Agreement gives MGE the right to install, own, operate, maintain, repair, remove, upgrade, and reinstall one (1) charging station on Owners' property described in Exhibit A attached hereto and incorporated herein.
3. The Agreement also grants and conveys access rights to MGE.
4. The Agreement runs with the land and is binding on MGE and Owners and their respective heirs, successors, and assigns unless terminated as provided in the Agreement.
5. Additional terms and conditions of the Agreement with respect to the Charging Station are set forth in the Agreement itself.
6. This Memorandum is intended to provide notice of the Agreement. This Memorandum is not intended to and does not amend the Agreement. In the event of a conflict between the terms and conditions of this Memorandum and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern and prevail.

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:

Betsy Winterhack
Madison Gas and Electric Company
PO Box 1231
Madison WI 53701-1231

P.I.N.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Agreement as of the year and date first set forth above.

Madison Gas and Electric Company

By: _____
Name: _____
Title: _____

State of Wisconsin
County of Dane

Personally came before me this ____ day of _____ 2017, the above-named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Dane County, Wisconsin

Name: _____ (Please print)

My commission expires on _____

City of Madison

By: _____
Name: _____
Title: _____

State of _____
County of _____

Personally came before me this ____ day of _____ 2017, the above-named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of _____

Name: _____ (Please print)

My commission expires on _____

EXHIBIT A TO MEMORANDUM OF AGREEMENT
LEGAL DESCRIPTION AND PARCEL IDENTIFICATION NUMBER