

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF MADISON AND MGE REGARDING A FRAMEWORK FOR  
COLLABORATION ON SHARED ENERGY GOALS**

This Memorandum of Understanding (the “MOU”) is made as of \_\_\_\_\_, 2017 (“Effective Date”), by and between the City of Madison (the “City”) and Madison Gas and Electric Company (“MGE”) (the City and MGE, together, are the “Parties”) for the purpose of establishing a framework for ongoing collaboration on shared energy goals, as set forth below.

**BACKGROUND**

Whereas, the City adopted an Energy Work Plan on April 11, 2016 that is intended to support the promotion of renewable energy, energy efficiency, social equity, job creation, and economic development for the benefit of the City of Madison community;

Whereas, MGE adopted the Energy 2030 Framework on November 18, 2015, a framework intended to support a transition to a more environmentally sustainable energy supply, including greater use of renewable resources, reduced carbon emissions, increased energy efficiency and conservation; provide customers with more control around energy use; enable cost-effective grid modernization; and ensure availability of new energy technologies for MGE customers;

Whereas, the City’s Energy Work Plan and MGE’s Energy 2030 Framework share certain common goals, objectives, and areas of mutual interest, and;

Whereas, the City and MGE wish to work collaboratively to achieve certain common goals, objectives and areas of mutual interest.

**COLLABORATION AGREEMENT**

Now, therefore, the City and MGE hereby agree as follows:

1. The City and MGE agree to support common elements and shared goals of the City’s Energy Work Plan and MGE’s Energy 2030 Framework. The Parties acknowledge that there may be specific areas where common, mutual objectives are not identifiable or are otherwise not feasible.
2. The City and MGE have identified certain areas of common interest with high potential for constructive collaboration and the Parties have set forth these areas of common interest in a document dated January 24, 2017 (the “Collaboration Framework”), attached. The focus of the projects will include:
  - a. Expansion of Solar
  - b. Expansion of the use of Electric Vehicles
  - c. Promotion of Energy Efficiency

- d. Social Equity and Economic Development
- e. Other Transportation topics
- f. Continued work on ongoing collaborative projects

The Parties acknowledge that the Collaboration Framework is a working document, subject to ongoing modification, consistent with the City’s and MGE’s mutual objectives and available resources.

3. The efforts of the City and MGE will be led by an Energy Collaboration Steering Committee (“Steering Committee”) whose members will include up to five members from each Party. The City and MGE agree that changes or additions to the Steering Committee can be made if necessary by mutual agreement of the Parties.

As of the Effective Date, Steering Committee members include:

City of Madison		MGE	
Katie Crawley	Deputy Mayor, Mayor Soglin’s Office	Lynn Hobbie	Executive VP, Marketing and Communication
Jeanne Hoffman	Director of Facilities	Cari Anne Renlund	VP and General Counsel
Richard Heinemann	Sustainable Madison Committee	Don Peterson	Assistant VP, New Products and Services
Raj Shukla	Sustainable Madison Committee	John Sumi	Director, Legislative Affairs
Michael Vickerman	Sustainable Madison Committee		

4. It is agreed that the Steering Committee will prioritize the focus areas identified in the Collaboration Framework. As appropriate, the Steering Committee may form specific working groups comprised of designated representatives of both Parties for the purpose of gathering information, identifying projects and developing strategies for jointly implementing projects identified in the Collaboration Framework. Any such projects and implementation plans will be subject to approval of the Steering Committee. The parties acknowledge that in some instances approved projects may become subject to separate agreements authorized and executed outside the framework of this MOU.
5. The City and MGE acknowledge that MGE is a public utility company, subject to Public Service Commission (the “Commission”) oversight under Chapter 196 of the Wisconsin Statutes. The Parties acknowledge that in carrying out this MOU, there may be Commission or other regulatory approvals that become necessary; and therefore, certain of MGE’s commitments in carrying out this MOU will be contingent on Commission or other required regulatory approvals. The City agrees to support positions before the

Commission or other regulatory bodies that are consistent with the cooperative intent of this MOU. Similarly, it is understood that, in carrying out this MOU, the City may be required to obtain committee or council approvals. MGE agrees to support positions before such bodies that are consistent with the cooperative intent of this MOU.

- 6. The City and MGE acknowledge that, unless specifically agreed to otherwise, each Party will be responsible for carrying out its own obligations and bearing its own costs incurred in carrying out and supporting activities relating to this MOU.
- 7. Nothing in this MOU shall invalidate or otherwise supersede any agreements or other legal obligations of either Party.
- 8. This MOU may not be amended except upon written agreement by the Parties.
- 9. This MOU shall take effect as of the Effective Date designated above and remain in effect for three years (Initial Term). The MOU shall inure to the benefit of the Parties and their respective successors and assigns unless otherwise agreed to in writing by the Parties. The Parties may extend the Initial Term for an additional three year term or terminate the MOU by mutual agreement with 60 days written notice. Prior to the end of the Initial Term, the MOU may be terminated by either Party upon provision of reasonable notice.
- 10. The Steering Committee shall present a progress report to the Common Council in January, 2018 and annually thereafter. The report shall include a written summary of project plans, milestones, achievements and any new areas of collaboration. In addition, the Steering Committee may create other opportunities to share information and gather input from the community.

CITY OF MADISON

MADISON GAS AND ELECTRIC COMPANY

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