



Legislation Text

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File #: 32133, Version: 1

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**Fiscal Note**

No expenditure is required.

**Title**

Authorizing the execution of an Amendment to Agreement for Installation Operation, Maintenance and Repair of Photovoltaic System with Madison Gas and Electric Company pertaining to the demonstration photovoltaic system in the upper parking lot of the Madison Municipal Building.

**Body**

WHEREAS, Madison Gas and Electric Company ("MGE") and the City of Madison ("City") are parties to that certain Agreement for Installation, Operation, Maintenance and Repair of Photovoltaic System, dated May 27, 2003 (the "Agreement"); and

WHEREAS, the Agreement authorized the installation and operation by MGE of a photovoltaic shade structure ("PV System") in the upper metered parking lot of the Madison Municipal Building property; and

WHEREAS, the PV System is a source of clean renewable energy for Madison area electric customers and serves to demonstrate MGE's and the City's commitment to renewable energy technology; and

WHEREAS, the term of the Agreement expired on May 26, 2013; and

WHEREAS, MGE has requested that the Agreement be extended to allow for the continued operation of the PV System; and

WHEREAS, MGE and the City's Office of Real Estate Services have negotiated an amendment to the Agreement providing for the extension of the Agreement on a month-to-month basis.

NOW, THEREFORE, BE IT RESOLVED that the Common Council hereby authorizes the Mayor and City Clerk to enter into an amendment ("Amendment") to the Agreement for Installation, Operation, Maintenance and Repair of Photovoltaic System ("Agreement") with Madison Gas and Electric Company ("MGE"), allowing for the continued operation of MGE's photovoltaic system ("PV System") in the upper parking lot of the Madison Municipal Building, on the following general terms and conditions:

1. Effective as of May 27, 2013, the term of the Agreement shall continue on a month-to-month basis, terminable by either party on a minimum of thirty (30) days written notice.
2. Rent payable by MG&E to the City for any partial year shall be equal to ten percent (10%) of the PV System's AC electrical output during said months and shall be payable within thirty (30) days following the termination of the Agreement.
3. All other provisions of the Agreement shall remain unchanged and in full force and effect.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute any and all additional documents that may be required to accomplish the purposes of this Resolution.