

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Jeremy Laurentowski, Parks and Landscape Manager *SV*

DATE: November 26, 2012 (CC Meeting of December 19, 2012)

SUBJECT: Consider Installation of Blink and ChargePoint Electric Vehicle Supply Equipment (EVSE); Award Contract to ECOtality North America; Award Contract to Coulomb Technologies, Inc.; and Consider Resolution Amending the Fiscal Year 2012/13 Budget to Fund the Project From the Traffic Systems Management Fund (2001)

BACKGROUND

Although estimates vary, most analysts agree that electric vehicles (EVs) will account for approximately 2% to 5% of all vehicles on the road in the United States by the year 2020. 5% of vehicles sales in the U.S. will account for an estimated 1,000,000 electric vehicles by 2020. It is difficult to predict the overall impact that the electric vehicle will have on California, but according to the California Center for Sustainable Energy (CCSE), there are currently more than 12,000 EVs driven in California today, which is equivalent to approximately 35% of all the EVs sold across the United States. As the proportion of the total EV car sales spread throughout the U.S., California car owners will most likely continue to dominate the majority of the market and may account for approximately 4.5% to 8% of all EVs by 2020.

In addition, the technology behind the electric vehicle has been encouraged by both the state of California in its efforts towards emissions reduction, and by the Federal Government, with investments in this technology exceeding \$140 billion to date. In 2010, the state of California unveiled its clean energy plan that laid out its goals and milestones towards reducing both energy consumption and its contribution to global greenhouse gases, as mandated by the Global Warming Solutions Act (AB32). AB32 was enacted in 2006 and set strict limits on the overall emissions of carbon dioxide and other greenhouse gases. The technology behind the electric vehicle directly compliments AB32, as EVs emit zero emissions, and supports efforts to introduce low carbon fuels and reduce fossil-fuel production.

Electric vehicles have limited range, 40 miles to approximately 110 miles on average, and are powered by an electric motor with a battery power source. The battery requires

an electric power supply to recharge it, and to accomplish this task, one simply plugs it in. Most electric vehicles take between four and eight hours to fully charge the vehicle. However, several current EV manufacturers claim that their new models will exceed 240 mile on one charge and as this technology develops, we will most likely see vehicle range increase and charging times decrease. Regardless of the vehicle parameters, it is clear that these vehicles will make their way into our neighborhoods and the need to install infrastructure statewide will be required to maintain this mode of transportation.

DISCUSSION

The City Council is being asked to approve the installation of two Blink Level 2 Commercial Pedestal Chargers and two ChargePoint Dual Level Charging Stations, collectively known as Electric Vehicle Supply Equipment (EVSE). The supply equipment will enable the City of Moorpark to provide the infrastructure for current and future electric vehicle users in Moorpark and provide the framework to connect EV users with communities throughout California, and ultimately the entire United States. Staff proposes to install the charging stations at three centrally located areas within the downtown area; one charging station will be located at the Ruben Castro Human Services, two at the Metrolink station and one at the Civic Center parking lot adjacent to the Development Services Building. The EVSE will be provided by several sources; the first source is through the EV Project, co-developed by the U.S. Department of Energy and managed by ECOtality North America, the second source is through a local Moorpark vendor, AG Machining, and the third source is through a marketing program with Coulomb Technologies, Inc.

The EV Project is a program co-developed by the U.S. Department of Energy and ECOtality North America, whereby data is collected and analyzed to characterize vehicle use in diverse topographic and climatic conditions, evaluate the effectiveness of charging infrastructure, and conduct trials of various revenue systems for commercial and public charging infrastructure. The ultimate goal of the program is to analyze the first deployment of the EVSE and charging infrastructure supporting them in an effort to streamline future deployments. ECOtality North America is the project manager for the EV Project and has received approximately \$115 million in grant funding from the U.S. Department of Energy to initiate this program. ECOtality provides 50% match funding for the deployment of the EVSE and has estimated that approximately 14,000 units will be deployed to both residential and commercial customers by 2017. There is minimal cost to the City, as one Blink Level 2 pedestal charger, including installation, is provided free of charge by ECOtality. The City will be required to provide electrical service at a cost of \$1,700 per charger location.

The contract term of the EV Project is one year, ending December 31, 2013, and there are no subscription fees or additional costs to the City during the program term. After the EV Project has terminated, the City will own the equipment outright and enter into a service contract with ECOtality North America for an extended term. By assuming ownership of the equipment, the City will assume all liability associated with the use of the equipment. Staff has contacted the City's insurance provider, California Joint Powers Insurance Authority (CJPIA), and has discussed the City's interest in obtaining

this equipment. CJPIA has stated that they have not received any claims arising from the use of EVSE to date and they do not feel that the City is taking any unnecessary risks by providing the supply equipment. The term of the service contract is for a minimum of one year and is necessary to utilize the internet based system software. The software is proprietary and the service contract will cost approximately three hundred sixty dollars (\$360) per charger, per year. However, the units are able to generate two forms of revenue; one source of revenue is generated from the use of the actual charging station and one from advertising. The City will receive 50% of the revenue generated from all transactions in an effort to offset the monthly service fees and electrical costs. Currently, ECOtality is proposing three different subscriptions, Blink Plus, Blink Basic and Blink Guest with service rates of \$1/hr., \$1.50/hr. and \$2.00/hr. respectively. Each Blink charger is installed with a 3" x 7" LCD screen that will display advertisements paid for by the subscriber. All advertisements are single page and video advertising is not an option at this time. The City will have the ability to filter subject matter and control the type of advertising that is displayed on the units.

Currently, over 550 Blink chargers have been deployed within the state of California. A complete list and location map of both public agencies and private companies can be found at www.blinknetwork.com. The following is a list of several local municipalities that have taken advantage of the EV Project:

- City of Thousand Oaks
- City of Glendale
- City of West Hollywood
- City of Los Angeles
- City of Anaheim
- City of Long Beach
- City of Cerritos

The second source of the EVSE is through a local Moorpark vendor, AG Machining. Staff was contacted by this vendor several months ago, simply because they wanted to help get the City of Moorpark on the map. The owners of AG Machining read a statement on the City's website that Moorpark is among the top business friendly cities and they were impressed with Moorpark's commitment to new businesses. They purchased a Blink Level 2 Commercial Pedestal Charger for the City because, according to the owners of AG Machining, they wanted to demonstrate to the surrounding communities that the City of Moorpark is innovative and moving forward with technology. In addition to precision manufacturing and machining, AG Machining specializes in the development of solar technology.

It should be noted that staff recently discovered that ECOtality North America, its subsidiary, and certain individuals are under investigation by the Securities and Exchange Commission (SEC) for allegations of insider trading from the period between August 1, 2008 and August 31, 2009. Staff contacted ECOtality on several occasions to discuss this matter and was informed that as of November 21, 2012, the SEC has completed their investigation of the company and that they are closing the matter without action filed. Staff was not able to obtain any additional information from the

SEC on this matter. However, according to the License Agreement with ECOtality, the City is not under any contractual obligations to continue service with ECOtality and can terminate the contract without cause, at any time and for any reason. In addition, should the City decide to terminate the contract with ECOtality, the only loss to the City would be the cost for certain infrastructure that was required to install the EVSE, such as the electrical power supply. Approximately \$3,400 would be required to provide electrical power for the two units at the Metrolink Station. However, the electrical power supply could ultimately be used for a different product if the City decided that a different manufacturer would be preferred at this location. Due to the fact that the SEC has not formally filed charges against ECOtality for the allegations described above, staff recommends proceeding with the License Agreement unless actions by the SEC warrant termination of the Agreement.

The third source of the EVSE is through a marketing program developed by Coulomb Technologies, Inc (CTI). CTI is a privately funded company and has awarded two ChargePoint Dual Level Charging Stations to the City of Moorpark. The intent of the marketing program is not only to promote the ChargePoint system, but also to inform the public of the benefits of the technology behind the electric vehicle and the overall impacts electric vehicles have on the environment. The marketing efforts initiated by CTI are subject to City approval and may include promoting the charging stations through an internal newsletter, a ribbon cutting celebration or promoting the availability of the charging stations through the company's website. There is minimal cost to the City, as the two ChargePoint chargers will be provided free of charge. The City will be required to provide installation, as well as electrical service at each charger location.

The Station Award and Marketing Agreement through CTI provides for a one-year subscription to the Commercial ChargePoint Network Service Plan, one-year product warranty, and ownership of the EVSE without any costs to the City. The CTI plan is similar to the ECOtality plan; upon termination of the Marketing Agreement, the City will assume all liability associated with the use of the equipment and will need to enter into a service contract with CTI for an extended term in order to utilize the system software. The annual service plan will cost two hundred thirty dollars (\$230) per charger, per year and the City will have the option of purchasing an extended warranty for the EVSE if desired at that time. The ChargePoint chargers generate revenue solely from the use of the charging station and City will receive approximately 95% of the revenue generated from all transactions in an effort to offset the annual service fee and electrical costs. The Commercial ChargePoint Network Service Plan provides for flexibility in billing rates and the ability for the City to customize the plan parameters. The City determines the charging fees and has the option to set fees based on time, sessions, total kilowatt hours (kWh) used or a combination, and can set billing rates at different times of day or for different users, such as ChargePoint customers. In addition, the plan provides for several payment options, such as by credit card or by ChargePoint cards obtained through a free membership with ChargePoint.

Currently, over 1,300 ChargePoint chargers have been deployed within the state of California. A complete list and location map of both public agencies and private

companies can be found at <http://chargepoint.net>. The following is a list of several local municipalities that currently utilize ChargePoint chargers:

- City of Ventura
- City of Santa Barbara
- City of Carpinteria
- City of Thousand Oaks
- City of Santa Monica
- City of Huntington Beach
- City of Anaheim
- City of Hermosa Beach
- City of Orange
- City of Lompoc
- City of Laguna Beach
- City of Riverside

Staff recommends installing two Blink Level 2 Commercial Pedestal Chargers at the Metrolink Station and two ChargePoint Dual Level Charging Stations; one at the Ruben Castro Human Services Center and one at the Civic Center parking lot. Prior to the end of 2013, staff will provide the City Council with an analysis of the two programs and data of the use generated during the one-year term of the Agreements. At that time, staff will make a recommendation to the City Council in regards to extended service contracts with ECOtality North America and Coulomb Technologies, Inc.

As mentioned previously, there are no costs associated with the purchase of the electric vehicle supply equipment. One (1) charger will be provided by ECOtality North America, one (1) charger will be provided by a local Moorpark vendor, AG Machining, and two chargers will be provided by Coulomb Technologies, Inc. Staff has obtained cost estimates to provide electrical service and installation at each of the three proposed locations, including a third party electrician to program the EVSE, and has determined that the total cost for this work is approximately \$9,300: \$2,700 for the civic center, \$3,200 for the Ruben Castro Human Services Center, and \$3,400 for the Metrolink Station.

FISCAL IMPACT

There is no cost to the City to purchase the Blink Level 2 Commercial Pedestal Chargers or the ChargePoint Dual Level Charging Stations. One charger will be provided by ECOtality North America, one charger will be provided by AG Machining and two chargers will be provided by Coulomb Technologies, Inc.

The total project cost of \$9,300 was not included in the fiscal year 2012/13 spending plan of the Facilities Division (7620). Staff is requesting an additional appropriation from the Traffic Systems Management Fund (2001) in the amount of \$9,300.

Staff is confident that the annual operational costs will equal the revenue generated by the EVSE during the first year of installation, as the only costs to the City are the electrical costs required to charge the vehicles. The minimum hourly costs to utilize the equipment is currently set at \$1.00/hr. for the Blink charging system and staff suggests establishing a fee of \$1.00/hr. for the ChargePoint system as well. The electrical draw of electric vehicles varies, but according to the EVSE manufacturers, the average draw of most vehicles is 16 amperes (amps). Based on a billing rate of \$.15/kWh, the hourly electrical cost at a 16 amp draw is approximately \$.46/hr. The electrical cost would equal the revenue generated by the Blink system, as the City will receive 50% of all revenue under the Agreement. The ChargePoint system would generate approximately \$.45/hr. in revenue at this rate, as the Agreement allows the City to retain approximately 95% of all revenue.

During the second year of the Agreement, the City will be required to pay an annual service fee: \$360/year, per charger, for the Blink service plan and \$230/year, per charger, for the ChargePoint service plan. Based on the electrical costs mentioned previously, it would take approximately 500 hours of use with the ChargePoint system for the City to equal its annual operating costs. The revenue generated by the Blink system, equals the electrical costs generated by the equipment, and it would take an additional revenue source to cover the annual service plan fees. The Blink system also generates revenue through advertising and has several subscription levels that charge increased rates for electrical use in an effort to offset these costs. However, it is somewhat difficult to predict how often the equipment will be used and the actual revenue generated by these systems. As mentioned previously, prior to end of the one-year introductory period, staff will provide the City Council with an analysis of the two programs and future projection of overall costs and revenue, based on the data collected. Staff does not anticipate that the revenue generated by the charging stations will cover the service plan fees within the first several years of use.

STAFF RECOMMENDATION (ROLL CALL VOTE)

1. Approve the installation of two Blink Level 2 Commercial Pedestal Chargers and two ChargePoint Dual Level Pedestal Chargers at the locations identified in the staff report; and
2. Award a contract to ECOtality North America, and authorize the City Manager to execute the contract, subject to final language approval by City Manager and City Attorney; and
3. Award a contract to Coulomb Technologies, Inc., and authorize the City Manager to execute the contract, subject to final language approval by the City Manager and City Attorney; and
4. Adopt Resolution No. 2012-____ amending the FY 2012/13 budget to appropriate \$9,300 from the Traffic Systems Management Fund (2001) to the Facilities Division (7620) to fund this project.

Attachments:

1. Resolution No. 2012 - _____.
2. ECOtality North America License Agreement
3. Blink Level 2 Commercial Pedestal Charger
4. Coulomb Technologies, Inc. Station Award and Marketing Agreement
5. ChargePoint Dual Level Charging Stations

RESOLUTION NO. 2012-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOORPARK, CALIFORNIA, AMENDING THE FISCAL YEAR 2012/13 BUDGET TO ALLOCATE \$9,300 FROM THE TRAFFIC SYSTEMS MANAGEMENT FUND (2001) TO THE FACILITIES DIVISION (7620) FOR THE INSTALLATION OF ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE)

WHEREAS, on June 20, 2012, the City Council adopted the Operating and Capital Improvement Budget for Fiscal Year 2012/13; and

WHEREAS, a staff report has been presented to City Council discussing the need for installation services for two Blink Level 2 Commercial Pedestal Chargers and two ChargePoint Dual Level Charging Stations in the amount of \$9,300; and

WHEREAS, an additional appropriation of \$9,300 is requested from the Traffic Systems Management Fund (2001) to the Facilities Division (7620) to fund this project, and

WHEREAS, Exhibit "A" hereof describes said budget amendment and its resultant impact to the budget line items.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MOORPARK DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. A budget amendment allocating \$9,300 from the Traffic Systems Management Fund (2001) for the installation for two Blink Level 2 Commercial Pedestal Chargers and two ChargePoint Dual Level Charging Stations, more particularly described in Exhibit "A" attached hereto is hereby approved.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED AND ADOPTED this 19th day of December, 2012.

Janice S. Parvin, Mayor

ATTEST:

Maureen Benson, City Clerk

Attachment: Exhibit A – Budget Amendment

EXHIBIT A

**BUDGET AMENDMENT FOR TRAFFIC SYSTEMS MANAGEMENT FUND (2001)
 FOR THE ELECTRICAL INSTALLATION OF ELECTRIC VEHICLE SUPPLY
 EQUIPMENT AT THE RUBEN CASTRO HUMAN SERVICES CENTER, THE
 METROLINK STATION AND THE CIVIC CENTER**

FY 2012/13

FUND ALLOCATION FROM:

FUND TITLE	FUND ACCOUNT NUMBER	AMOUNT
Traffic Systems Management Fund	2001-5500	\$9,300
Total		\$9,300

DISTRIBUTION OF APPROPRIATION TO EXPENSE ACCOUNTS:

BUDGET NUMBER	CURRENT BUDGET	REVISION	ADJUSTED BUDGET
2001-7620-0000-9252	\$65,898	\$2,700	\$68,598
2001-7620-5020-9252	\$15,000	\$3,200	\$18,200
2001-8510-0000-9252	\$2,000	\$3,400	\$5,400
Total	\$82,898	\$9,300	\$92,198

Finance approval: 

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is made effective as of _____, 20___, between _____ a _____ municipal corporation (the "Licensor"), and Electric Transportation Engineering Corporation, dba ECotality North America, an Arizona corporation, and its successors and assigns ("Licensee") (collectively the "Parties").

RECITALS:

- A. The Licensor is the fee owner of certain real properties more particularly described on the attached Exhibit A (collectively "Licensor's Properties"), specific portions of which will be licensed to Licensee pursuant to this Agreement which licensed portions are described and depicted on the attached Exhibit B (collectively the "Licensed Premises").
- B. Licensee is the owner of the EVSE and Software (collectively the "EVSE").
- C. The United States Department of Energy ("DOE") has provided funding through the American Recovery and Reinvestment Act ("ARRA") to accelerate the development and production of electric vehicles ("EVs") in order to reduce petroleum consumption in the United States.
- D. For the use of EVs to expand drivers of EVs will require access to sufficient publicly available Electric Vehicle Supply Equipment ("EVSE") stations exist to provide for convenient re-charging of EVs in locations remote from the drivers' homes.
- E. To encourage the development and use of EVs the DOE is supporting the development of a large publicly available EV charging infrastructure in several cities in the United States, through a program known as the "EV Project," which will provide EVSE units at publicly available locations in the United States.
- F. Pursuant to the EV Project Licensee has received a grant from DOE (the "DOE Grant") to install EVSEs and to collect data relating to public use of the EVSEs. The data collected from publicly available EVSE and EV Project participants will be analyzed to determine vehicle use and charging patterns in a variety of topographies and climate conditions, to evaluate the effectiveness of the charge infrastructure deployed under the EV Project, and to support the future deployment of EV infrastructure in other regions.
- G. Licensor is interested in the outcome of the studies and other efforts being undertaken by Licensee as part of the DOE Grant, including the extent to which EVSEs on the Licensed Premises would affect energy use by Licensor and the use of EVs by members of the public.
- H. Licensee desires to obtain from Licensor certain rights over, under and across Licensor's Property for the purpose of installing, maintaining, operating and removing the EVSE to facilitate Licensee's implementation of the DOE Grant.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. *The License.* Licensor hereby grants to Licensee a revocable license to use and occupy the Licensed Premises (the "License"), on the terms and conditions stated in this Agreement, to install, maintain, and operate the EVSE for the purpose of implementing the DOE Grant.
 - 1.1. *Limited, Nonexclusive Rights.* This License is a revocable, nonexclusive, and non-possessory authorization for Licensee to enter upon and use the Licensed Premises solely for the purposes described in § 1.3 on the terms and conditions stated herein. Licensee may not use the Licensed Premises for any other purpose or in any other manner without Licensor's prior written consent. This License in no way restricts Licensor's use or conveyance of the Licensed Premises, any interest therein, or any

improvements thereon, or Licensor's use of the Licensed Premises in any manner not inconsistent with the License. This License is not intended to create or convey to Licensee an interest in real property, and may not be recorded without Licensor's prior written permission.

- 1.2. *Rights of Others.* Nothing in this License may be construed as Licensor's representation, warranty, approval, or consent regarding rights in the Licensed Premises held by other parties, and Licensee is responsible for ascertaining the rights of all third parties in the Licensed Premises and obtaining their consent to the activities described in this License as necessary or appropriate. Licensee agrees to obtain, at its sole expense, such other licenses, permits, consents and agreements as may be required to address the rights of others by other appropriate agreements, easements, privileges or other rights, whether recorded or unrecorded, and shall make its own arrangements with holders of such prior rights.
- 1.3. *Scope of License; Permitted Uses.* During the term of this Agreement Licensee shall have reasonable access to the Licensed Premises for the limited purpose of installing, maintaining, using, operating, repairing, and removing the EVSE. Licensee may not use the EVSE located on the Licensed Premises for any purpose other than to provide for EV charging, for both privately owned and car share fleet vehicles, and to collect data relating to the use of the EVSE.
- 1.4. *Condition of Premises.* Licensee agrees to accept the Licensed Premises "As Is," without warranty of any kind, express or implied. Licensee acknowledges that Licensor is not obligated to construct or install any improvements or facilities of any kind on the Licensed Premises. Licensee must use commercially reasonable efforts to maintain the Licensed Premises and any EVSE installed on the Licensed Premises in a condition satisfactory to the Licensor, including the removal from the EVSE and from any areas that are inaccessible to Licensor of graffiti and other unsightly, dangerous or offensive conditions and must not cause or permit any generation of hazardous waste. During the term of this Agreement Licensor will cooperate with Licensee to implement appropriate, mutually agreed upon procedures to assure that the Licensed Premises are maintained in a condition that is satisfactory to both Licensor and Licensee.
- 1.5. *Condition of Licensee's EVSE.* During the term of this Agreement Licensee must maintain the EVSE in a reasonable, safe and operable condition at all times when the EVSE is installed on Licensor's Property. Licensor will have no right or responsibility to repair, maintain, or operate the EVSE. Licensor will cooperate with Licensee to implement appropriate, mutually agreed upon measures to assure that the EVSE is maintained in operable condition and that if the EVSE is damaged or becomes inoperable that Licensee is promptly notified. Licensee will repair or replace, at Licensee's option and at Licensee's sole expense, the EVSE or parts or components thereof as Licensee deems necessary and appropriate. Licensee will not be responsible for the condition of the EVSE after the expiration or termination of this Agreement.
- 1.6. *Environmental Hazards.* Licensees agrees not to use or store, or permit to be used stored, on the Licensed Premises, gasoline or petroleum products, hazardous or toxic substances or inflammable materials, herbicides, pesticides, fungicides, algacides. Licensee may not engage in the production, location, transportation, storage, treatment, discharge, disposal, or release upon or under the Licensed Premises of any substance regulated under any local, state or federal environmental protection law or regulation.
- 1.7. *Waste, Nuisance.* Licensee shall not commit or suffer to be committed any waste or impairment of the Licensed Premises and covenants that it shall not do, nor permit to be done, on or about the Licensor's Properties any acts which may be a nuisance.
- 1.8. *Compliance with Laws.* In the exercise of any privilege granted by this License, Licensee must comply with all applicable State, municipal and local laws, and the rules, orders, regulations and other legal requirements, including laws and regulations relating to occupational safety and health and environmental protection, and all orders, writs,

judgments, injunctions, decrees or awards of any court or governmental authority with jurisdiction over Licensee or the Licensed Premises. Licensee must obtain promptly and maintain in effect throughout the term of the License all licenses, permits, authorizations, registrations, rights and franchises necessary to conduct the actions required or permitted by the License. Furthermore, Licensee will not encourage or permit any use in or upon the Licensed Premises, or any part thereof, in violation of any applicable laws, statutes, rules or regulations of any federal, state or local authority.

- 1.9. *Compliance with Licensor Requirements.* Any use made of the Licensed Premises pursuant to this License, and any construction, maintenance, repair, or other work performed thereon by the Licensee, including the installation and removal of any article or thing, shall be accomplished in a reasonable manner.
- 1.10. *Structures.* Licensee may not place or construct upon, over or under the Licensed Premises any installation or structure of any kind or character, except such as are specifically authorized herein or in writing signed by Licensor.
- 1.11. *Alterations; Damage; Restoration.* No alterations may be made by Licensee to the Licensed Premises without first obtaining the prior written consent of Licensor and, if applicable, any other person or entity having an interest in or right to use or occupy the Licensed Premises. Licensee will bear the costs and expenses, up to a maximum of \$_____ per pedestal EVSE or \$_____ per wall mount EVSE, associated with performing any such alterations, including, without limitation, costs of construction and any increased operating costs resulting from such alterations. Except as may be otherwise provided in this Agreement, Licensee may not alter, destroy, displace or damage any of Licensed Premises or any neighboring property in the exercise of the privileges granted by this Agreement without the prior written consent of Licensor and any other affected landowner, and the express agreement of Licensee promptly to replace, return, repair and restore any such property to a condition satisfactory to Licensor and any other affected landowner upon demand, and at Licensee's sole cost and expense.
- 1.12. *Operation and use of EVSE.* Licensee must confine activities on the Licensed Premises strictly to those necessary for the enjoyment of the privilege hereby licensed, and must refrain from marring or impairing the appearance of the Licensed Premises, obstructing access thereto, interfering with the transaction of Licensor's business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.
- 1.13. *Equipment/Access Revenue.*

Licensor acknowledges that Licensee is providing the initial EVSE to the site as part of a no-cost pilot program and Licensee intends to collect revenues from the EVSE.
- 1.14. *Expense.* Except as provided in § 1.11, any cost, expense or liability connected with or in any manner incident to the granting, exercise, enjoyment, or relinquishment of this License will be assumed and paid or discharged by the Licensee. Such costs shall include, but shall not be limited to, costs to install or remove the EVSE, costs to install electricity or other power supplies to serve and operate the EVSE, and costs to keep the EVSE free of graffiti and debris.
- 1.15. *Assignment.* Licensee may not assign this License nor sub-license all or any portion of the Licensee's right to use and occupy the Licensed Premises, and any purported assignment or sub-license by Licensee is void. This License does not confer on or convey to Licensee any possessory interest in the Licensed Premises, any right to exclusive possession or occupancy of the Licensed Premises, or any right of quiet enjoyment. The privileges granted to Licensee by this Agreement are personal to Licensee and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express and written consent of Licensor.

- 1.16. *Subordination.* This Agreement and the License granted herein is subject and subordinate to the terms of all ground leases, superior leases, mortgages, deeds of trust, other security instruments, and any other prior rights and matters of record now or hereafter affecting Licensor's interest in Licensed Premises.
2. *Term of License.* The License and rights granted by this Agreement will become effective as of _____, 2012 (the "Commencement Date") and unless otherwise agreed in a writing signed by both Parties will automatically expire and terminate upon the conclusion of the EV Project, which is currently scheduled for December 31, 2013 ("Expiration Date").
3. *Consideration for License.* As consideration for the License and the use of electricity used for the charging of EVs using EVSEs located on the Licensed Premises, Licensee agrees to pay the sum of \$1.00 upon execution of this Agreement. In addition, Licensee will provide Licensor reports and other information relating to the License and the use of the EVSEs, including data collected from or relating to the use of EVSE's on the Licensed Premises, provided, however, that Licensee will not be required to and will not provide to Licensor any information that is proprietary or confidential.
4. *Surrender; Removal of the EVSE.* On the expiration or any earlier termination of this Agreement, Licensee shall vacate the Licensed Premises and surrender possession of the Licensed Properties to Licensor.
 - 4.1. *Licensor's Option to Retain the EVSE upon Expiration of the Term.* Upon the expiration of the Term, Licensor, in its sole and absolute discretion, may elect to retain the EVSE. Licensor shall notify Licensee in writing delivered to Licensee not less than thirty (30) days prior to the expiration of this Agreement, whether Licensor desires to retain the EVSE on some or all of the Licensed Premises. If Licensor fails to deliver such written notice within such thirty (30) day period, Licensor will be deemed to have elected to retain the EVSE at the Licensed Premises. If Licensor elects to retain the EVSE installed at some or all of the Licensed Premises, Licensor shall become entitled to acquire from Licensee all rights, title, and interest in and to such EVSE at no additional cost, and Licensee agrees to execute and deliver to Licensor such documents as Licensor may reasonably request to evidence the transfer of title.
 - 4.2. *Removal of the EVSE by Licensee upon Expiration of the Term.* If Licensor elects not to retain the EVSE at the Properties, Licensee shall remove (at Licensee's sole cost and expense) any or all of the EVSE, and must restore the Licensed Premises to a safe and reasonable condition, as more specifically described in § 4.4 hereof. Should the Licensor elect to continue ECOTality Blink Network and EVSE support, following the Term or earlier termination thereof, such additional services shall be subject to a new written agreement to be entered into between the Parties.
 - 4.3. *Removal of the EVSE by Licensor.* If Licensor timely notifies Licensee of Licensor's election to have Licensee remove the EVSE from the Licensed Premises, Licensee will promptly remove the EVSE and restore the condition of Licensed Premises as provided in § 4.4.
 - 4.4. *Restoration.* Upon expiration or termination of the License and removal of the EVSE Licensee will, at Licensee's sole expense and to Licensor's satisfaction, restore the affected portions of the Licensed Premises to a safe condition, with the electricity to the Charger installation locations capped, the breakers turned off, and the Charger anchor/mounting bolts cut flush/removed.
5. *Termination.*
 - 5.1. *Without Cause.* This Agreement may be terminated by Licensee in writing to the Licensor, without cause, at any time and for any reason, including the termination of the EV Project or a reduction in EV Project funding, whereupon the Parties shall be fully released from their respective duties, rights, obligations and liabilities under this Agreement except as provided below.

- 5.2. *With Cause.* This Agreement may be terminated in writing by either party for cause if either party violates any term of this Agreement and fails to cure the same within ten (10) days of receiving written notice of such default. Upon such termination of this Agreement for cause, as its sole and exclusive remedy, Licensee shall have the right, but not the obligation, to disable or remove (at its sole cost and expense) any or all of the EVSE installed at the Location and terminate services to Licensor's. In the event that Licensee does not elect to remove the EVSE within thirty (30) days following such termination, the EVSE shall be deemed abandoned by Licensee and Licensor shall possess all rights, title and interest in and to the same.
6. *Use of the EVSE by Licensor.*
- 6.1. *Software License.* During the term of this Agreement, Licensee grants to the Licensor a non-exclusive and non-transferable license, to use Licensee's software in the form in which it is embedded in the EVSE on the delivery date for use in conjunction with other parts of the EVSE on the condition that the EVSE shall be used for its intended purpose only. Nothing contained in this Section shall be construed as an assignment or transfer of any copyright, design right or other intellectual property rights in such software, all of which rights are owned by the Licensee.
- 6.2. *Limitation of Licensee's Liability.* Licensee makes no warranty or representation, expressed, implied, oral or statutory, to the Licensor or any third party, with respect to the Software or the EVSE, including, without limitation, any warranty, condition or representation: (a) of merchantability, fitness for a particular purpose, satisfactory quality, or arising from a course of dealing, usage, or trade practice; (b) that the products will be free from infringement or violation of any rights, including intellectual property rights of third parties; or (c) that the operation of any software supplied will be uninterrupted or error free.
7. *Indemnification.* Licensee shall indemnify, defend, save and hold harmless the Licensor and its officers, officials, agents, and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Licensee or any of its owners, officers, directors, agents, or employees, arising out of or related to Licensee's occupancy and use of the Licensed Premises.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ANY CLAIMS FOR DAMAGES BY EITHER PARTY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO ACTUAL RECOVERIES UNDER SUCH PARTY'S INSURANCE POLICIES.

8. *Insurance Requirements.* Licensee shall procure and maintain for the duration of the License, insurance against claims for injury to persons or damage to property which may arise from or in connection with the License. Licensee in no way warrants that the minimum limits contained herein are sufficient to protect the Licensor from liabilities that might arise out of the License. Licensor is free to purchase such additional insurance as Licensee determines necessary.
- 8.1. *Minimum Scope and Limits of Insurance:* Licensee shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements.
- 8.1.1. *Commercial General Liability – Occurrence Form*
Policy shall include bodily injury, property damage and broad form contractual liability coverage
- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$2,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

Fire Damage (Damage to Rented Premises) * \$300,000

The policy shall be endorsed to include the following additional insured language: "The Licensor shall be named as an additional insured with respect to liability arising out of the use and/or occupancy of the property subject to this License."

8.1.2. *Additional Insurance Requirements.* The policies shall include, or be endorsed to include, the following provisions:

- a. On insurance policies where the Licensor is named as an additional insured, the Licensor shall be an additional insured to the full limits of liability purchased by the Licensee.
- b. The Licensee's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

8.1.3. *Acceptability of Insurers.* Insurance is to be placed with insurers duly licensed or authorized to do business in the state and with an "A.M. Best" rating of not less than B+ VI. The Licensor in no way warrants that the above-required minimum insurer rating is sufficient to protect the Licensee from potential insurer insolvency.

8.1.4. *Verification of Coverage.* Licensee shall furnish the Licensor with certificates of insurance (ACORD form or equivalent approved by the Licensor) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

9. *Notices.* All notices or other communications required or permitted to be provided pursuant to this License must be in writing and may be hand delivered, sent by United States Mail, postage prepaid, or delivered by a nationally recognized courier service. Any notice will be deemed to have been given when delivered if hand delivered, when received if sent by courier, or forty-eight (48) hours following deposit in the United States Mail. Notices shall be addressed as follows:

To Licensor:

Company: _____
 Attn: _____
 Title: _____
 Address: _____
 City, State, Zip: _____
 Fax Number: _____

To Licensee:

Electric Transportation Engineering
 Corporation dba ECOtality North America
 Attn: Legal Department
 Address 430 S. 2nd Avenue
 City, State, Zip: Phoenix, AZ 85003-2418
 Fax Number: 602-443-9007

10. *Interpretation.* The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. When a reference is

- made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated.
11. *Entire Agreement.* This Agreement and the exhibits and schedules referenced or attached hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all prior agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter hereof. This Agreement is not intended to confer upon any Person other than the Parties hereto any rights or remedies hereunder.
 12. *Severability.* If any terms or other provision of this Agreement or the schedules or exhibits hereto shall be determined by a court, administrative agency or arbitrator to be invalid, illegal or unenforceable, such invalidity or unenforceability shall not render the entire Agreement invalid. Rather, this Agreement shall be construed as if not containing the particular invalid, illegal or unenforceable provision, and all other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either Party. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent permitted under applicable law.
 13. *Information.* Subject to applicable law and privileges, each Party hereto covenants with and agrees to provide to the other Party all information regarding itself and transactions under this Agreement that the other Party reasonably believes is required to comply with all applicable federal, state, county and local laws, ordinances, regulations and codes.
 14. *Further Agreements.* The Parties shall execute or cause their applicable affiliates to execute such additional agreements between the Parties and/or their respective affiliates as may be reasonably necessary to effectuate the intent of this Agreement.
 15. *Binding Effect.* This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective legal representatives and successors, and nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Agreement. This Agreement may be amended at any time by mutual consent of Licensor and Licensee, evidenced by an instrument in writing signed on behalf of each of the Parties.
 16. *Amendment and Modification.* This Agreement may be amended, modified or supplemented only by a written agreement signed by all of the Parties hereto.
 17. *Failure or Indulgence Not Waiver; Remedies Cumulative.* No failure or delay on the part of either Party hereto in the exercise of any right hereunder shall impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty or agreement herein, nor shall any single or partial exercise of any such right preclude other or further exercise thereof or of any other right. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.
 18. *Authority.* Each of the Parties represent to the other Party that (a) it has the corporate or other requisite power and authority to execute, deliver and perform this Agreement, (b) the execution, delivery and performance of this Agreement by it have been duly authorized by all necessary corporate or other actions, (c) it has duly and validly executed and delivered this Agreement and (d) this Agreement is its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general equity principles.
 19. *Third Party Beneficiaries.* None of the provisions of this Agreement shall be for the benefit of or enforceable by any third party, including any creditor of any Person. No such third party shall obtain any right under any provision of this Agreement or shall by reasons of any such provision make any claim in respect of any liability (or otherwise) against either Party hereto. Notwithstanding the foregoing, it is understood that the Licensee's rights hereunder shall inure to the benefit of Licensee's affiliates and their officers, directors and employees.

20. *Default; Remedies.* The actual or prospective failure of either party to satisfy any material obligation under this Agreement, and the breach of any material representation or warranty stated in this agreement, will be an event of default. If a party's default continues without cure for thirty (30) days after delivery of a written notice of default in the manner provided in Section 9, the other party will be entitled to terminate this Agreement for cause, and to all other remedies available at law or in equity, including damages and specific performance. The rights and remedies set forth in this agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently exist in law or equity or by statute or otherwise. Failure or delay by the Licensor to exercise any right, power or privilege will not be deemed a waiver thereof.
21. *Attorney's Fees.* If a suit, action, arbitration or other proceeding of any nature whatsoever is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.
22. *Data Collection for DOE Grant Purposes.* During the Term of this Agreement Licensor will allow Licensee reasonable access to the EVSE, the Licensed Premises, and existing sources of electrical energy as reasonably necessary to enable Licensee to collect and transmit data regarding public use of the EVSE as may be required by the DOE Grant.
23. *Miscellaneous.* Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor. Except as expressly provided herein to the contrary, when a Party is required to do something by this Agreement, it shall do so at its sole cost and expense without right of reimbursement from the other Party. Whenever one Party's consent or approval is required to be given as a condition to the other Party's right to take any action pursuant to this Agreement, unless another standard is expressly set forth, such consent or approval shall not be unreasonably withheld, conditioned or delayed.
24. *Counterparts.* This Agreement may be executed in separate counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same agreement.

IN AGREEMENT, each of the Parties hereto has caused this Agreement to be duly executed as of the day and year first set forth above.

LICENSOR:

LICENSEE:

_____ a municipal corporation

Electric Transportation Engineering Corporation dba ECOTality North America

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A: Description of Licensor's Properties

NOTE: This Exhibit A may be amended from time to time to add or delete properties

Location No.	Property Address	Assessor's Parcel No.
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EXHIBIT B: Description and/or Depiction of Licensed Premises

Location No. 1

[Insert metes and bounds or other narrative description, size, etc.]

See diagram attached as Exhibit B-1

Location No. 2

[Insert metes and bounds or other narrative description, size, etc.]

See diagram attached as Exhibit B-1

blink®

Simply smarter.

Level 2 Pedestal Charger

Simply Smarter Pedestal Design

Electric Vehicle Supply Equipment (EVSE), such as the Blink® Level 2 Pedestal Charger, provide a convenient method of charging electric vehicles (EVs). The pedestal design provides intelligent, user-friendly features to easily and safely charge electric vehicles.

Benefits of Blink's Unique Design

- Modern, stylish appearance
- Ease of installation
- Advertising space available
- Convenient cable management for long reach and storage between uses
- Connector holster for protection and storage
- Intuitive connector docking
- Selective height design for convenient compliance with ADA requirements
- 360° beacon light for easy wayfinding

J1772 Standard EV Connector

The SAE J1772 is the standard for electric vehicle charging in the United States.

- Ergonomic design
- Prevents accidental disconnection
- Grounded pole - first to make contact, last to break contact
- Designed for over 10,000 cycles
- Can withstand being driven over by a vehicle
- Safe in wet or dry conditions

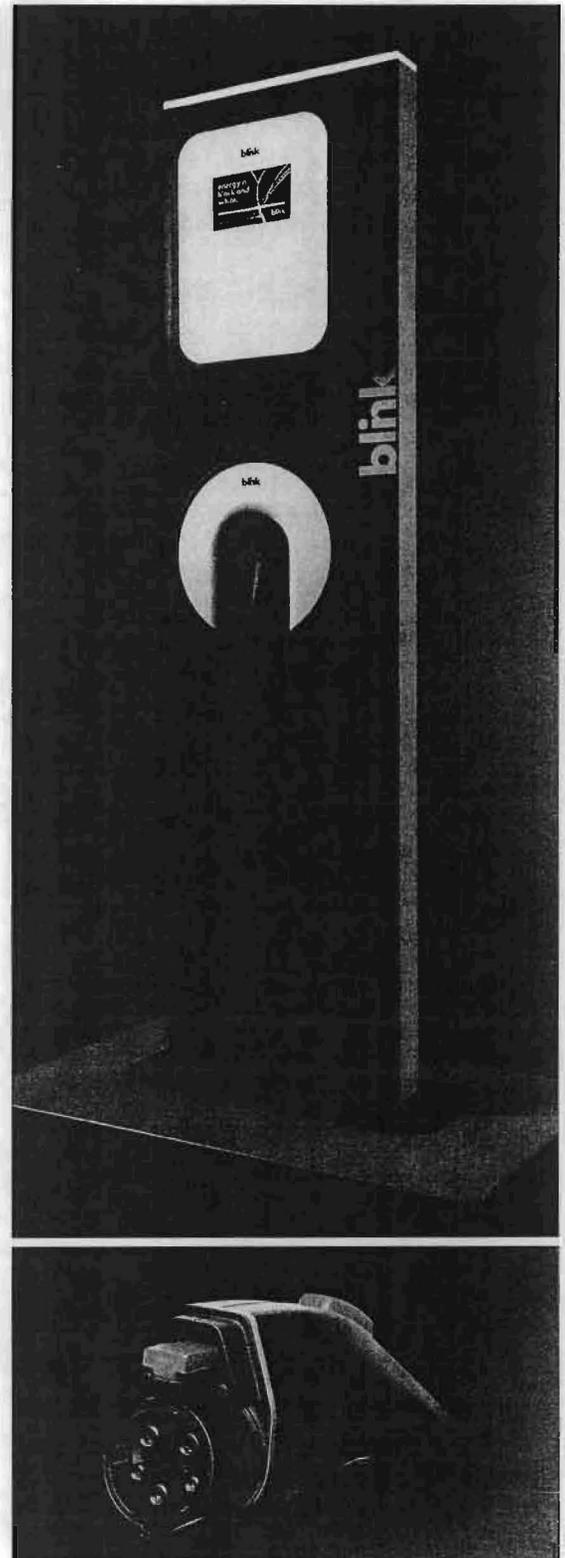
Energy Meter

- Internal meter to monitor energy and demand usage
- Supports energy usage data evaluation
- Supports electric utility EV billing when certified to ANSI 12.20 and IEC standards
- Connects with AMI interface and smart meter capability for demand response and energy management

Touch Screen

- Convenient, user-friendly touch screen display
- Charge status and statistics
- Pre-loaded with Blink Commercial User Interface

Learn more at blinknetwork.com or ecotality.com





Proven Technology and Reliable Safety

Features

- Charge circuit interruption device (CCID) with automatic test
- Ground monitoring circuit
- Nuisance-tripping avoidance and auto re-closure
- Cold load pickup (randomized auto-restart following power outage)
- Certified energy and demand metering
- Wireless IEEE 802.11g
- LAN capable
- AMI interface capable
- Web-based bi-directional data flow
- Cord management system

Blink Level 2 Pedestal Charger Specifications

Input Voltage	208 VAC to 240 VAC +/- 10%
Input Phase	Single
Frequency	50/60 Hz
Input Current	30 Amps (maximum); 12A, 16A, 24A available
Breaker Size	40 Amps; settings at 15A/20A/30A available
Output Voltage	208 VAC - 240 VAC +/- 10%
Output Phase	Single
Pilot	SAE J1772-compliant
Connector/Cable	SAE J1772-compliant; UL-rated at 30A maximum
Cable Length	18 feet (estimated)
Exterior Dimensions	Pedestal: 66" H x 20" W x 17" D
Temperature Rating	-22° F (-30° C) to +122° F (+50° C)
Enclosure	NEMA Type 3R; sun-and-heat-resistant

Additional Features

- Smartphone applications for status changes and notifications of completion or interruption of charge
- Controllable output to support utility demand response requests
- Revenue systems support
- Multiple input current settings to conveniently accommodate electric service capabilities
- Multiple modes of communications including wireless, cellular, 802.15 protocol capable, LAN

Safety

- Interlocks with EV drive system so EV cannot drive when connector is inserted in vehicle inlet
- De-energizes EVSE if connector and cable are subjected to excessive strain
- Charge current interrupting device (CCID) with automatic test feature for personal protection
- Connector parts are de-energized until latched in vehicle inlet
- Meets all National Electric Code requirements
- UL Listed

Standards and Certifications

- SAE J1772 compliant
- NEC article 625 electric vehicle charging system
- UL and ULc to 2594

STATION AWARD AND MARKETING AGREEMENT

This Station Award and Marketing Agreement (this "Agreement") is entered into as of September 21, 2012, by and between Coulomb Technologies, Inc. ("CTI"), a Delaware corporation, with its principle offices at 1692 Dell Avenue, Campbell, CA 95008 and City of Moorpark ("Customer"), with its principle offices at 799 Moorpark Ave, Moorpark, California. CTI and Customer are sometimes referred to individually in this Agreement as, a "Party," and, collectively, as, the "Parties."

1. **Charging Stations.** Customer is being awarded the following charging stations (the "Charging Stations").

Product Name	Product Description	Product Code	Qty	Unit Price	Total Price
CT2101-GPRS-SIM1-LOCK-CCR	Dual 208/240-30A & 120V-12A Bollard Mount with GPRS, locking holster, and credit card reader.	CT2101-GPRS-SIM1-LOCK-CCR	1	\$0.00	\$0.00
CT2101-LOCK-CCR	Dual 208/240-30A & 120V-12A Bollard Mount, locking holster, and credit card reader.	CT2101-LOCK-CCR	1	\$0.00	\$0.00

Grand Total:	\$0.00
---------------------	---------------

In the event, Customer wishes to purchase additional charging stations from CTI, CTI and Customer will enter into a separate Master Purchase Agreement. As described below, the Charging Stations will come with a one year subscription to the Commercial ChargePoint® Network Service Plan, at no charge to Customer. In addition, the Charging Station shall be covered by CTI's standard, one-year, parts only warranty. In the event Customer desires to continue using the Charging Station upon expiration of the plan provided to Customer at no charge, Customer will enter into a subscription to one of the ChargePoint Network Service Plans at CTI's then standard rates. An extended warranty may be purchased by Customer during the period beginning ninety (90) days prior to the expiration of CTI's standard warranty, and ending on the expiration date of such warranty.

2. **Shipment and Delivery.** All shipping, unless otherwise agreed to by the Parties in writing, shall be FOB Coulomb's point of shipment. Customer shall be responsible for all costs

of shipping, transportation, insurance, warehousing, and other charges and costs associated with shipment of the Charging Stations to Customer. All shipping dates are approximate and are based upon prompt receipt of all necessary information from Customer. In no event shall Coulomb be liable for any costs related to delay in delivery of the Charging Station. Customer's sole remedy for any material delay in delivery of the Charging Stations shall be cancellation of the order.

3. Installation.

(a) Installation of the Charging Stations shall be at Customer's sole cost and expense. Customer agrees to cause the installation of the Charging Station within forty five (45) days of its delivery. In the event that the Charging Station has not been installed by the expiration of such period, CTI reserves the right to reclaim the Charging Station. In the event that Customer is having trouble arranging for the installation of the Charging Stations, Customer shall contact CTI so that it can assist Customer in obtaining prompt installation of the Charging Stations. The Charging Stations are not to be removed from their packaging by any person other than the Installer. The Charging Station will be installed in the location set forth in Appendix "A."

4. Warranty/Limitation of Liability. (a) **Warranty.** The Charging Station is covered by the terms of CTI's standard, one-year, parts only Warranty (the "Warranty"). A copy of the Warranty is included with this agreement. All applicable warranties with respect to the Charging Station are set forth in the Warranty, and are hereby incorporated by reference into this Agreement.

(b) **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 4 AND IN THE WARRANTY, CTI MAKES NO WARRANTY WITH RESPECT TO THE PERFORMANCE OF THE CHARGING STATION, THE CHARGEPOINT NETWORK CORPORATE SERVICE PLAN OR THE CHARGEPOINT NETWORK, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. CTI EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS BY THE CHARGING STATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CTI DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF THE CHARGING STATION.

(c) **Limitation of Liability.** (i) REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL CTI BE LIABLE FOR ANY LOST REVENUE OR PROFIT, LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE CHARGING STATION, THE CHARGEPOINT NETWORK, ANY CHARGEPOINT NETWORK SERVICES, OR OTHERWISE OR BASED ON ANY EXPRESSED, IMPLIED OR CLAIMED WARRANTIES BY YOU NOT SPECIFICALLY SET FORTH IN THIS ADDENDUM. BECAUSE SOME STATES OR JURISDICITON DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY.

(ii) YOUR SOLE REMEDY FOR ANY BREACH BY CTI OF ITS OBLIGATIONS OR WARRANTIES UNDER THIS AGREEMENT SHALL BE LIMITED TO, AT CTI'S OPTION, REPAIR OR REPLACEMENT OF THE CHARGING STATION.

(d) **Warranty Exclusions; Exclusive Remedies.** THE REMEDIES CONTAINED IN SECTION 4 ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND ARE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES CUSTOMER MAY HAVE AGAINST CTI WITH RESPECT TO THE PERFORMANCE OF THE CHARGING STATIONS, THE CHARGEPOINT NETWORK CORPORATE SERVICE PLAN OR THE CHARGEPOINT NETWORK.

5. Joint Marketing. CTI and Customer shall use reasonable efforts to create a plan for the use of the Charging Station for marketing purposes. While it is beyond the scope of this Agreement to determine the exact form of any marketing efforts, it is possible that the marketing efforts may include, without limitation, one or more of the following activities: promoting the Charging Station through Customer's internal newsletters; Conducting a public ribbon cutting celebrating the installation of the Charging Station; Promoting the availability of the Charging Station, or such other activities as the Parties shall jointly agree.

6. Network Access. As a part of the award, Customer will receive for use with the Charging Station a free, one-year subscription to the Commercial ChargePoint® Network Service Plan; provided that, in order to access such plan, Customer must execute a copy of the CTI Master Services Subscription Agreement. CTI offers various other service plans, as well as other services, such as billing services, which may be accessed through the ChargePoint Network. Customer's use of any such service is subject to CTI's standard prices, terms and conditions.

7. No Amendment or Modification. No modification, amendment or waiver of this Agreement shall be effective unless in writing and either signed or electronically accepted by the party against whom the amendment, modification or waiver is to be asserted.

8. Waiver. CTI's failure at any time to require Customer's performance of any obligation under this Agreement will in no way affect the full right to require such performance at any time thereafter. CTI's waiver of a breach of any provision of this Agreement will not constitute a waiver of the provision itself. CTI's failure to exercise any of its rights provided in this Agreement will not constitute a waiver of such rights. No waiver will be effective unless in writing and signed by a CTI authorized representative. Any such waiver will be effective only with respect to the specific instance and for the specific purpose given.

9. Applicable law. This Agreement will be construed, and performance will be determined, according to the laws of the State of California without reference to such state's principles of conflicts of law and the state and federal courts of California shall have exclusive jurisdiction over any claim arising under this Agreement.

10. Waiver of Jury Trial. Customer and CTI each hereby waive any right to jury trial in connection with any action or litigation arising out of this Agreement.

11. Severability. Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either Customer or CTI will

to any extent be determined by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to this Agreement, Customer and CTI or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby.

12. Assignment. Customer may not assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of CTI.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same document.

COULOMB TECHNOLOGIES, INC.

By: _____

Name: _____

Title: _____

AWARDEE:

By: _____
(Signature)

Name: _____

Title: _____

APPENDIX A - CHARGING STATION LOCATION

Station #1 –

Coulomb Purchase Order

I, the undersigned, agree to purchase the following items at the designated prices per the Marketing Award Agreement Letter dated [].

Product Name	Product Description	Product Code	Qty	Unit Price	Total Price
CT2101-GPRS-SIM1- LOCK- CCR	Dual 208/240-30A & 110 – 15A Bollard with GPRS, locking holster, and credit card reader	CT2101C-GPRS-LOCK-CCR	1	\$0.00	\$0.00
CT2101C-LOCK-CCR	Dual 208/240-30A & 110 – 15A Bollard, locking holster, and credit card reader	CT2101C-GPRS-LOCK-CCR	1	\$0.00	\$0.00

Grand Total:	\$0.00
---------------------	--------

Requested Ship Date: December____, 2012.(note, the charging station will need to be installed within 45 days of shipment so make sure you have made arrangements for the install to be completed consistent with the requested ship date).

Please ship the charging system(s) to the following address:

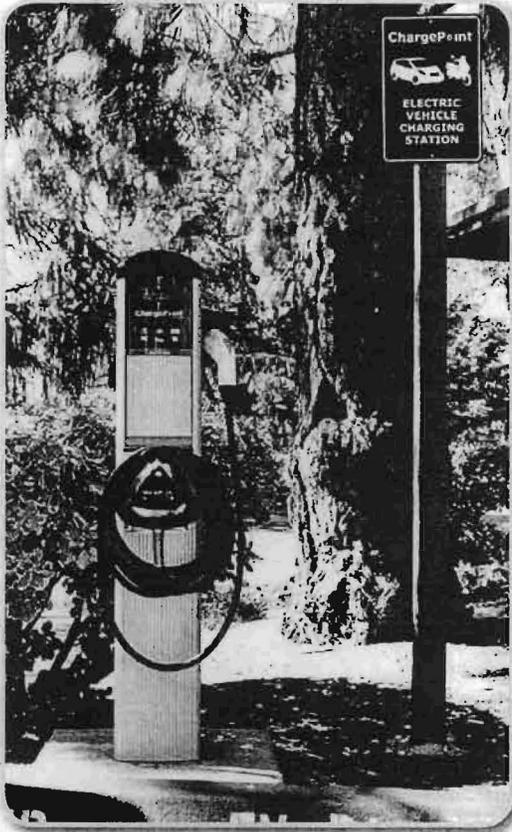
City of Moorpark
ATTN: Jeremy Laurentowski
799 Moorpark Ave
Moorpark, CA 93021
jlaurentowski@ci.moorpark.ca.us
805-517-6385

Signed: _____
 Name: _____
 Title: _____
 Organization: _____
 Date: _____



ChargePoint Networked Charging Stations

CT2100 FAMILY



ChargePoint® Networked Charging Stations, by Coulomb Technologies, offer municipalities, corporations, fleets, and utilities, high-reliability, plug-in electric vehicle charging that drivers prefer. The easy-to-use stations provide multiple power options, integrating aesthetics and ergonomics with sturdy construction—ideal for residential, commercial and outdoor public applications.

The CT2100 family of charging stations are dual output stations designed for public outdoor applications for the North American marketplace. The 7.2 kW output delivers Level II (208/240 V @ 30 A) charging via a standard SAE J1772™ connector and fixed 18-foot cable. The 2 kW output delivers Level I (120 V @ 16 A) charging via a standard NEMA 5-20 receptacle protected behind a locking door. Both outputs can deliver energy simultaneously.

To eliminate energy theft and to enhance safety, drivers access and energize the station with a ChargePass™ card or contactless credit card. The station's highly visible display guides drivers with instructive messages and can be used to display custom advertisement or greetings for drivers.

Software Application Services

Set pricing and collect fees, provide 24/7 driver assistance, control access, display advertisements, track usage, and diagnose the station remotely using the growing suite of ChargePoint Network on-demand software applications and a web browser.

Smart Card Reader

Provide optional driver billing and custom access control, preventing electricity theft and enhancing safety, with an integrated standards-based RFID reader that accepts ChargePass cards, contactless credit cards, and Mifare-based transportation cards.

Intelligent Power Control

Ensure power is delivered only when a driver is authorized and the EV cord is properly inserted.

Locking Door

Protects power insertion point and retains the EV charging cord to prevent theft during charging.

Vacuum Florescent Display with Multiple Language Support

Display instructive, advertisement, and greeting messages in many languages on the bright, easy-to-read display.

Integrated Fault Detection

- Ground Fault Detection: Integrated ground-fault detection circuitry with auto retry and driver notification.
- Over-Current Detection: Disconnects power to prevent nuisance breaker trips at service panel. Auto retry and driver notification.
- Plug-Out Detection: Algorithm disengages power and notifies the driver when a plug is removed.

Over-the-Air Station Upgrade

Keep charging station current with future and evolving EV needs by upgrading station firmware remotely over-the-air.

Utility Grade Energy Meter

Provide accurate bi-directional energy measurement with integrated power metering circuitry.

Remote Diagnostics and Control

Minimize the need for on-site maintenance with real-time remote alarm monitoring and control.

Network Interface

Wireless and cellular network interfaces allow seamless integration with the ChargePoint Network and ChargePoint Network application services.

Smart Grid Compatible

Enable Time-Of-Use (TOU) pricing and demand response by integrating with Advanced Metering Infrastructures (AMIs).

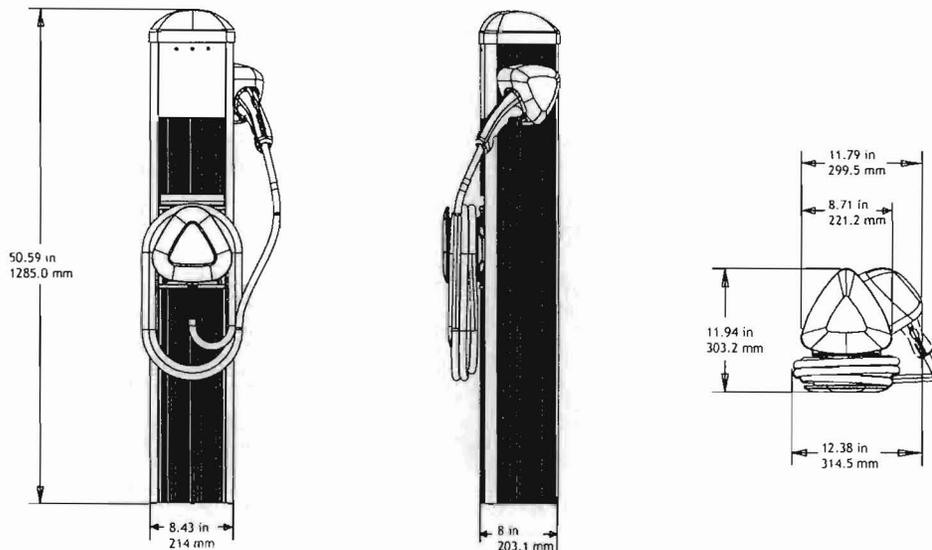


Coulomb Technologies, Inc.
1692 Dell Ave.
Campbell, CA 95008-6901 USA
US toll free: +1-877-370-3802
www.coulombtech.com
www.mychargepoint.net

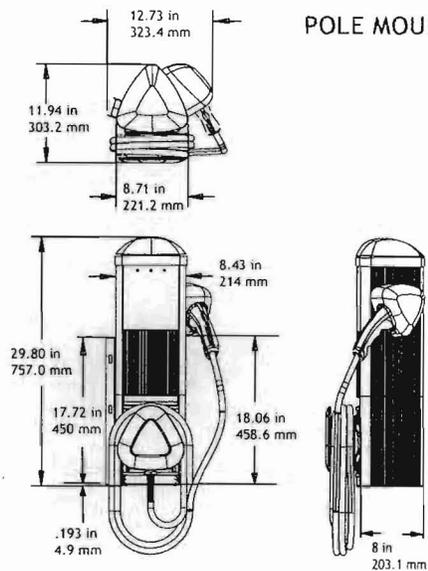
Listed by Underwriters Laboratories Inc. LISTED

CT2100 FAMILY

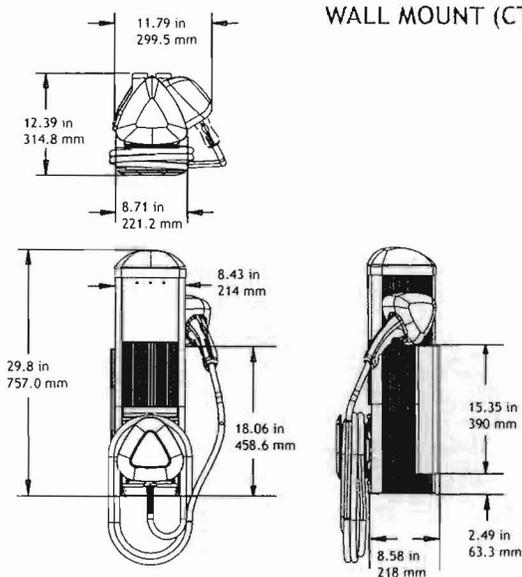
BOLLARD (CT2101)



POLE MOUNT (CT2102)



WALL MOUNT (CT2103)



Electrical Input	Level I	Level II
Input Power	2.0 kW	7.2 kW
Input Voltage	120 VAC	208/240 VAC
Input Current	16 A	30 A
Input Power Connections	Line, Neutral, Earth	Line 1, Line 2, Earth
Required Service Panel Breaker	20 A single pole breaker (non-GFCI type) on dedicated circuit	40 A double pole breaker (non-GFCI type) on dedicated circuit
Standby Power	5 W typical	

Electrical Output	Level I	Level II
Output Charging Power	2.0 kW	7.2 kW
Output Voltage	120 VAC	208/240 VAC
Output Current	16 A	30 A
Output Charging Connector	NEMA 5-20 receptacle	SAE J1772™ EV connector on 18' (5.48 m) cable

Functional Interfaces	Level I	Level II
Card Reader	ISO 15693, 14443	
Ground Fault Detection	5 mA CCID with auto retry (15 minute delay, 3 tries)	20 mA CCID with auto retry (15 minute delay, 3 tries)
Plug-Out Detection	Programmable arm and trip current thresholds	Power terminated per SAE J1772™ specification
Power Measurement	2% @ 15 minute intervals	
Local Area Network	2.4 GHz 802.15.4 dynamic network	
Wide Area Network	Commercial CDMA or GPRS cellular data network	

Safety and Operational Ratings	Level I	Level II
Safety Compliance	UL Listed for USA and cUL certified for Canada; Complies with UL 2594, UL 2231-1, UL 2231-2, UL 1998, UL 991, NEC Article 625	
Surge Protection	6 kV @ 3,000 A. In geographic areas subject to frequent thunderstorms, supplemental surge protection is recommended.	
EMC Compliance	FCC Part 15 Class A	
Operating Temperature	-22° F to 122° F (-30° C to +50° C)	
Operating Humidity	95% non-condensing	
Enclosure	NEMA 3R	
Terminal Block Temperature Rating	212° F (100° C)	
Maximum Charging Stations per 802.15.4 Radio Group	24. Each station must be within 150 feet "line of sight" of one gateway station.	
Approximate Shipping Weights	Bollard (CT2101) 77 lbs (34 kg) Pole Mount (CT2102) 52 lbs (23 kg) Wall Mount (CT2103) 55 lbs (25 kg)	

Coulomb Technologies, Inc. reserves the right to alter product offerings and specifications at any time without notice, and is not responsible for typographical or graphical errors that may appear in this document.

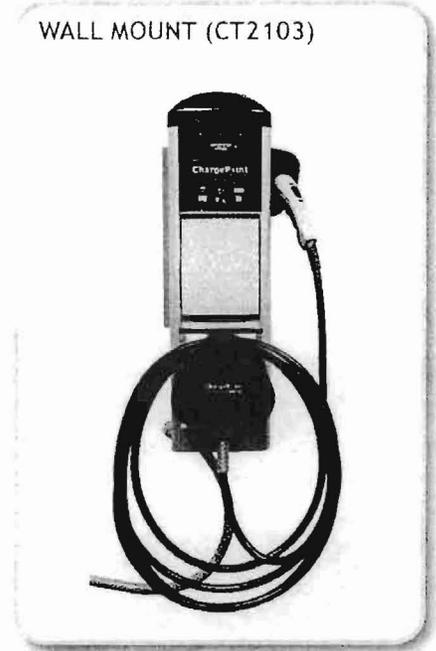
BOLLARD (CT2101)



POLE MOUNT (CT2102)



WALL MOUNT (CT2103)



Ordering Information

Specify model number followed by the applicable code(s). The order code sequence is:

Model-Modem-SIM-Holster-Card Reader-Warranty

Option	Order Code
Model	
Bollard Mount	CT2101
Pole Mount	CT2102
Wall Mount	CT2103
Modem	
Integral CDMA ChargePoint Gateway Modem	-CDMA
Integral GPRS ChargePoint Gateway Modem	-GPRS
SIM	
USA GPRS SIM	-SIM1
Canada GPRS SIM	-SIM2
Holster	
Locking Holster	-LOCK
Card Reader	
Contactless Credit Card Reader	-CCR
Warranty	
5 Year Parts Only Extended Warranty	-EW5
5 Year Parts Only Extended Warranty - Gateway	-EW5GW

Order Code Examples

If ordering this	The order code would be
Pole Mount	CT2102
Bollard Mount with CDMA Gateway	CT2101-CDMA
Bollard Mount with GPRS Gateway and Canada GPRS SIM	CT2101-GPRS-SIM2
Wall Mount with USA GPRS Gateway, Contactless Credit Card Reader and 5 year extended parts warranty	CT2103-GPRS-SIM1-CCR-EW5GW

For pricing and additional product information, contact the distributor in your area. For a complete list of distributors, go to www.coulombtech.com and click Purchase.

Coulomb Technologies, Inc. - 1692 Dell Ave. - Campbell, CA 95008-6901 USA
 408.841.4500 - 877.370.3802 - info@coulombtech.com
www.coulombtech.com - www.mychargepoint.net

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