#### **RESOLUTION NO. 2025-02**

# A RESOLUTION APPROVING A SITE HOST AGREEMENT WITH EV CHARGING SOLUTIONS, INC. FOR ELECTRIC VEHICLE CHARGING STATIONS AT ANCHOR STREET PARKING LOT

WHEREAS, EV Charging Solutions, Inc, hereinafter referred to as "EVCS", has access to public and/or private funding to install and operate Level II Charging and/or Direct Current Fast Charging ("DCFC") stations used for charging and/or recharging electric vehicles (hereafter the "Equipment"); and

WHEREAS, this funding is intended to improve the availability and reliability of electric vehicle charging systems; and

WHEREAS, the City wishes to allow the construction, operation, and/or maintenance of one or more items of Equipment on its real property located in the Anchor Street Parking Lot and also wishes to allow public use of the Equipment; and

WHEREAS, the City and EVCS wish to share the revenue realized from the sale of electricity stemming from the utilization of the Equipment on the property as more fully described in the agreement attached as Exhibit 1; and

WHEREAS, the City and EVCS desire that this Agreement shall remain in effect, subject to the terms and conditions set forth below, for ten (10) years after the commissioning date (i.e., date when the Equipment is placed in service on the Property);

NOW, THEREFORE, THE CITY OF ROCKAWAY BEACH RESOLVES AS FOLLOWS:

Section 1. The City of Rockaway Beach City Council hereby approves the site host agreement with EV Charging Solutions, Inc., attached as Exhibit 1.

Section 2. This Resolution shall be effective immediately upon adoption.

APPROVED AND ADOPTED BY THE CITY COUNCIL THE 15<sup>th</sup> DAY OF JANUARY 2025.

**APPROVED** 

Charles McNeilly, Mayor

**ATTEST** 

Melissa Thompson, City Recorder

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#### SITE HOST AGREEMENT

This Site Host Agreement (hereafter the "Agreement") is effective as of January 31, 2025 (hereafter the "Effective Date") by and between EV Charging Solutions, Inc., a California corporation with its principle at 11800 Clark Street, Arcadia, California 91006 (hereafter "EVCS"), and City of Rockaway Beach an Oregon City (hereafter "Site Host"). EVCS and Site Host may collectively be referred to herein as the "Parties" or individually as "Party."

#### RECITALS

WHEREAS, EVCS has access to public and/or private funding to install and operate Level II Charging and/or Direct Current Fast Charging ("DCFC") stations used for charging and/or recharging electric vehicles (hereafter the "Equipment"); and

WHEREAS, this funding is intended to improve the availability and reliability of electric vehicle charging systems; and

WHEREAS, Site Host wishes to allow the construction, operation, and/or maintenance of one or more items of Equipment on its real property (hereafter "Property" and/or "Site") in the location more specifically identified herein and also wishes to allow public use of the Equipment; and

WHEREAS, the Parties wish to collaborate by utilizing their respective resources to promote the electric transportation sector; and

WHEREAS, the Parties wish to share the revenue realized from the sale of electricity stemming from the utilization of the Equipment on the Property as more fully described below; and

WHEREAS, the Parties desire that this Agreement shall remain in effect, subject to the terms and conditions set forth below, for ten (10) years after the commissioning date (i.e., date when the Equipment is placed in service on the Property);

**NOW, THEREFORE**, in consideration of the promises set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, EVCS and Site Host agree as follows:

#### 1. Recitals

The Parties agree that the foregoing Recitals are true, correct, and accurate.

#### 2. EVCS' General Obligations for Equipment and Services

EVCS shall provide the following equipment and services at EVCS sole expense:

a) Purchase of the Equipment (consisting of <u>4</u> DCFC Stations and <u>1</u> Level II Stations), the general specifications for which are detailed in <u>Exhibit A</u> together with all other mechanical, electrical, and physical components necessary for the



installation, connection, and operation of the Equipment in accordance with this Agreement (the Parties agree that the Equipment delivered to the Property shall be the same or similar to the equipment detailed in **Exhibit A**);

- b) Preparation of the Property and installation of the Equipment at the location(s) approved, specified and identified by Site Host (the "Project Site") and performed by qualified and licensed contractor(s) in accordance with local codes, permitting, and inspection requirements, as detailed in <a href="Exhibit B">Exhibit B</a>. For the purposes of initially creating a rebate application and reserving funding for the Project, EVCS and Site Host may mutually agree to leave Exhibit B blank upon initial execution. Once funding is reserved and further feasibility and recommendations are made by EVCS' electrical contractor in accordance with Site Host's written approval, the Parties shall further specify the approved location(s) and Site design by mutual written agreement on Exhibit B;
- c) Payment of all costs of its contractors associated with the delivery, site preparation, installation, and setup of the Equipment at the Project Site;
- d) EVCS shall be solely responsible for design, installation, wiring, connection and integration of the charging system, consumption/use meters, and related equipment into the public power grid in a manner sufficient to allow operation of the charging station(s) and the ongoing metering of power usage from each charging port. EVCS will obtain relevant construction and electrical permits, coordinate with the electric utility for grid interconnection, and obtain site host approval for site location;
- e) Ongoing maintenance/repairs of the Equipment for the term of the Agreement;
- f) All necessary communications, instructions, and network systems to facilitate public use of the Equipment to charge electric vehicles; and
- g) Periodic reports to Site Host on the utilization of the Equipment.

#### 3. Site Host General Obligations

Site Host shall undertake the following, at Site Host's sole expense:

- a) Provide reasonable access to EVCS for the placement, use, and operation of the Equipment at the Project Site for the full term of this Agreement. Site host reserves the right to use site for non-EV charging events up to three times per year;
- b) Provides the necessary temporary construction access for EVCS and its contractors for preparation of the Project Site and for installation of the Equipment;
- c) Provides necessary ongoing utility easements and / or access for installation, usage, and maintenance of power lines, conduits, meters and Equipment;



- d) Allow reasonable, and ongoing access to the Project Site and Equipment in order for EVCS to collect, use, and distribute data;
- e) Will not knowingly allow the Equipment to be, and will take all reasonable steps to prevent the Equipment from being opened, accessed, modified, or repaired by anyone other than EVCS or its licensed contractors;
- f) Will not sell, alienate, hypothecate, transfer, assign, encumber or otherwise pledge the Equipment;
- g) Use reasonable efforts to prevent damage and vandalism of any type to the Equipment;
- h) Will not, and will not permit or allow any third party to, open, move, modify, reverse engineer, or disassemble the whole or any part of the Equipment or any part thereof in any manner;
- i) Will not, and will not permit or allow any third party to, uninstall the Equipment
- j) Allow EVCS and its approved contractors reasonable access to the Project Site for installation, maintenance, repair, replacement and approved de-installation of the Equipment;
- k) Cause the Project Site to be maintained in a clean, safe, and orderly condition, utilizing at least the same standard as to which other areas at the Property that are under the Site Host's control are maintained;
- 1) Assign to EVCS all right, title and interest in and to all and any rebates that Site Host may receive relating to the Equipment, and/or this Agreement; including, but not limited to, (a) rebates or other payments based in whole or in part on the cost or size of equipment, (b) performance-based incentives paid as periodic payments, (c) tax credits, grants or benefits, and (d) any other attributes, commodities, revenue streams or payments, in each of (a) through (d) under any present or future law, standard or program and whether paid by a utility, private entity or any governmental, regulatory or administrative authority.
- m) Assign EVCS all right, title and interests in and to environmental credits (e.g., carbon credits) relating to the Equipment, and/or this Agreement; including, but limited to electric vehicle charging or renewable energy credits or certificates, carbon credits and any similar environmental or pollution allowances, credits or reporting rights.
- n) Assign EVCS all right, title and interest in and to the enrollment of the Equipment into a demand response program and any and all economic benefit arising from such an enrollment. If demand response program benefits credits the Site Host



utility bill, the utility bill credit will be used to offset cost of electricity described in paragraph 4 and subchapter d (4.d.) and demand charges described in paragraph 4 and subchapter e (4.e.) and if the demand response credits are in excess of demand charges and cost of electricity, EVCS can request Site Host for reimbursement of such excess. The Site Host agrees to issue such a reimbursement within thirty (30) days of request by EVCS.

- o) Shall cooperate with EVCS during the entire time period required by EVCS to complete the preparation of the Project Site and the installation of the Equipment. Site Host understands and acknowledges that EVCS will expend a significant amount of time, resources and effort to assess the Project Site, secure funding for the installation of the Equipment, and initiate engineering and design for the Equipment. Site Host further understands and acknowledges that the timeframe for completion of the Equipment installation is in part dependent on third parties, such as utility providers, rebate and permitting authorities and grant organizations, and thus the amount of time it takes to complete installation of the Equipment at the Project Site is often outside of EVCS' control. Thus, Site Host agrees that its cooperation as described above is of the essence of this Agreement.
- p) Provide EVCS with prompt notification of the sale or transfer of the Project Site, which notice shall include current contact information of the buyer or transferee.

#### 4. Revenue Sharing

The Parties agree that:

- a) The Equipment installed by EVCS is intended to generate revenue through the patronage of customers utilizing the Equipment placed with the Site Host.
- b) EVCS shall, in its discretion, determine the price/rate at which electricity shall be sold to consumers utilizing the Equipment.
- c) EVCS will collect the proceeds generated from the sale of electricity from the Equipment placed with the Site Host and pay Site Host \$0.05 (five cents) for each kWh of electricity sold to customers utilizing the DCFC Equipment and \$0.03 (three cents) for each kWh of electricity sold to customers utilizing Level II Equipment, plus 100% of the cost of electricity utilized by the equipment; in the event the Site Host is responsible to pay for the cost of such electricity usage. Site Host may, in Site Host's discretion, offer certain customers free or discounted charging rates, provided, however, that EVCS will offset any revenue share amounts owed to Site Host by an amount proportionate to the reduction in revenue caused by such discounts. In the event there is a balance owed from Site Host to EVCS as a result of such discounts, Site Host shall remit payment to settle said balance within ninety (90) days of receipt of a request for payment from EVCS.
- d) In the event Site Host incurs any utility provider assessed incremental demand charges strictly in connection with the operation of the installed Equipment, Site Host shall present these charges, including any support and back-up documentation that



substantiates the charges to EVCS, and EVCS shall reimburse Site Host for these substantiated charges within ninety (90) days of receipt of a request for payment from EVCS.

- e) EVCS at its sole option will have the right to own the electricity service meter and/or utility service account servicing the Equipment.
- f) EVCS will have forty-five (45) days after the end of each calendar quarter, to remit the appropriate revenue share payment to Site Host. The billing cycle will begin on the first day of the quarter and end on the last day of that same calendar quarter. EVCS shall provide Site Host with a quarterly accounting statement within forty-five (45) days following the end of the previous quarter indicating the total amount of revenue generated, including any offsets or reductions to revenue, and the resulting net revenue share amount owed to Site Host.
- g) Notwithstanding anything to the contrary in this Section 4, if the total quarterly amount owed to Site Host is less than one hundred dollars (\$100), then EVCS may, in its sole discretion, choose to withhold payment payout to the Site Host until at least one hundred dollars (\$100) is due to Site Host.
- h) See Exhibit D for Site Host ACH payment information. If such information is provided, EVCS shall make all required payments via ACH direct deposit, until further notice from Site Host.

#### 5. Term of Agreement:

The term hereof shall begin upon the Effective Date. The date the Equipment becomes operational will hereafter be referred to as the "Commencement Date." The term hereof shall expire (unless renewed or extended) ten (10) years from the Commencement Date (hereafter the "Termination Date"), unless sooner terminated in accordance with the provisions hereof.

#### a) Optional Ten (10) Year Extension Option

At least ninety (90) days but no earlier than one hundred and eighty (180) days prior to the expiration of the initial Term, EVCS reserves the right to provide written notice of Ten-Year Extension to Site Host. In the event of said Ten-Year Extension, EVCS reserves the right to replace the Equipment at the Project Site with Equipment that is comparable or better to Equipment that was previously installed. If EVCS notifies the Site Host of such intent EVCS will then replace the Equipment no later than one hundred and twenty (120) days after the Termination Date. The terms of this Agreement will remain in effect during that 120-day period after the Termination Date. Site Host will take all reasonable steps to allow EVCS to remove the pre-existing Equipment and replace the pre-existing Equipment with new Equipment. EVCS shall bear the cost to remove and replace the pre-existing Equipment. The removed pre-existing Equipment will then become the exclusive property of EVCS. If EVCS elects to replace the Equipment, this will cause the termination date of the Agreement to extend for an additional ten (10) year term from the expiration of the initial Term. If the existing Equipment is replaced with new Equipment during or at the conclusion of the original Term, site host grants all



interest to EVCS of any rebate(s) and/or environmental credits associated with the equipment replacement.

## b) Automatic One (1) Year Renewal Clause

Provided EVCS (or the Parties) have not exercised the Ten (10) Year Extension Option, this agreement will automatically renew at the end of each Term for a further term of one (1) year unless either party gives the other written notice of termination at least thirty (30) days but no earlier than ninety (90) days prior to the end of the relevant term.

#### c) Early Termination Clause

This Agreement may be terminated upon 30 (thirty) days' written notice to either party without penalty or fee in the following instances:

In the case of EVCS, at any time and for any reason prior to the submission of the permit application for construction of the Equipment, at the Project Site, or thereafter at any time in the event that EVCS determines that the construction or continued operation of the Equipment is impracticable or uneconomical.

In the case of Site Host, in the event the Commencement Date has not occurred within eighteen (18) months from issuance of the approved utility plan, and required utility easement, if applicable, provided that Site Host's rights to terminate under this section shall terminate upon the Commencement Date.

## 6. Ownership of Equipment and Content

EVCS shall retain title to and ownership of the Equipment. All the information, content, services and software displayed on, transmitted through, stored within, or otherwise used in connection with the use and operation of the Equipment, including, but not limited to data, text, photographs, images, illustrations, video, html, source and object code, software, internet account access, advertising, and the like (collectively, the "Content") is owned exclusively by EVCS. Once this Agreement is terminated EVCS shall remove equipment and leave the Project Site in a clean condition at no cost to the Site Host.

#### 7. Installation Activities

EVCS shall, at its sole cost and expense, be responsible for all installation activities (hereafter "Installation Activities") required to support the operation of the Equipment, and services therewith, including the hiring and coordination of all vendors and contractors; the installation of electrical equipment, utility lines, hardware, and software; site preparation, trenching, repaying, and landscaping.

#### 8. Limitations on Use of Project Site

The Project Site and related parking spaces made available to the Project Site may be used for providing publicly-accessible electric vehicle charging. Site Host shall provide EVCS, its employees and contractors with reasonable access to the parking spaces and Equipment and shall otherwise provide to EVCS the same amenities and services Site Host provides



to other users of Site Host's parking facilities.

## 9. Utility Charges

EVCS shall be responsible for all electricity costs associated with both the operation of the Equipment and the charging of electric vehicles from the Equipment. Site Host shall cooperate with EVCS efforts regarding provision of electricity to the Equipment. Neither Site Host nor EVCS has any responsibility or liability for interruption, curtailment, failure, or defect in the supply of utilities furnished to the Equipment.

#### 10. Allocation of Environmental Benefits

Site Host assigns to EVCS any renewable energy credits, allowances, or other indicators of environmental benefit attributable to the presence of the Equipment for the entirety of the time the originally installed Equipment is installed at the site but for a minimum of ten (10) years. If this Agreement extends under paragraph 5 and subchapter a (5.a.) or renews under paragraph 5 and subchapter b (5.b.), then paragraph 10 shall continue to remain in effect through the updated termination date.

## 11. Signage

EVCS shall have the right to place project-related signage to denote the location of the Equipment and the services available and may place other signage or advertising at the Property as EVCS reasonably determines to be practicable or appropriate, with site host approval.

## 12. Publicity

During the term of this Agreement, neither party will use the other party's name, logos, trademarks or service marks in any manner without the other party's prior written approval, which will not be unreasonably withheld or delayed.

#### 13. Media Content

It is agreed that EVCS shall have sole control over the solicitation, contracting, and distribution of any and all media content relating to the Equipment, including but not limited to, any media content data transmitted to or from the Equipment and displayed using the Equipment. EVCS will use commercially reasonable efforts to avoid distributing media content that actually and directly conflicts with Site Host's media and advertising.

#### 14. Indemnification

a) EVCS shall indemnify and hold harmless Site Host, and any tenant, guest, customer, patron, or employee of Site Host, from and against any and all liability and expense of any kind, including reasonable attorneys' fees, arising from injuries or damages to persons or property resulting in any way from the negligence or willful misconduct of EVCS, its contractors, agents, or employees. It is a condition of this indemnification provision that EVCS shall receive prompt notice from Site Host of any claim against Site Host for which indemnification from EVCS is claimed. It is a condition of this indemnification provision that EVCS shall maintain in full force during the term of this Agreement, at EVCS's expense, Commercial General Liability Insurance covering



Bodily Injury and Property Damage on an "occurrence" form. This coverage shall: i) include Contractual Liability insurance for the indemnity provided under this Agreement and Product and Completed Operations coverage; ii) be primary and non-contributory; iii) be a minimum of \$2,000,000 per occurrence, and \$2,000,000 aggregate; and iv) name City as an additional insured.

b) Site Host agrees to indemnify EVCS, its officers, board, employees, and agents, and hold all of same harmless from and against any and all liability and expense of any kind, including reasonable attorneys' fees, arising from injuries or damages to persons or property resulting in any way from any act or negligence or willful misconduct of Site Host, its contractors, agents or employees. It is a condition of this indemnification provision that Site Host shall receive prompt notice from EVCS of any claim against EVCS.

# 15. Breach and Opportunity to Cure

If either party breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of that breach, then the non-breaching party may terminate this Agreement effective as of the end of such thirty (30) day period. Additionally, either party may terminate this Agreement immediately if the other party (i) ceases to do business in the ordinary course; or (ii) either voluntarily or involuntarily files a bankruptcy petition which is not vacated within thirty (30) days of filing. No such termination will be deemed a waiver of any claim for damages by the non-terminating party.

If the Site Host breaches or wrongfully terminates the Agreement within four years after the Commencement Date, Site Host will be required to reimburse EVCS for all costs incurred relating to the installation of the Equipment within thirty (30) days of receipt of an invoice from EVCS. The Site Host will also be required to reimburse EVCS for the total amount of any rebates EVCS would have received relating to the Equipment, and/or this Agreement had the Agreement not been breached or wrongfully terminated.

#### 16. Limitation of Liability

NO WARRANTY, CONDITION OR REPRESENTATION, EXPRESSED, IMPLIED, ORAL OR STATUTORY, IS PROVIDED TO THE SITE HOST OR THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, **CONDITION** OR REPRESENTATION: (A) OF PURPOSE. MERCHANTABILITY, **FITNESS** FOR Α PARTICULAR SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE; (B) THAT THE EQUIPMENT 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 OR HARDWARE SUPPLIED WILL BE UNINTERRUPTED OR ERROR FREE. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY HEREIN FAILS OF ITS ESSENTIAL PURPOSE. THE SITE HOST'S SOLE AND EXCLUSIVE REMEDIES HEREUNDER AND THE ONLY LIABILITY OF SITE HOST IS



#### EXPRESSLY LIMITED TO THE TERMS OF THE AGREEMENT.

FOR PURPOSES OF THIS PROVISION, EVCS INCLUDES EVCS' DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, AFFILIATES, CONTRACTORS, SUBCONTRACTORS, AND SUPPLIERS. 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.

#### 17. Disputes

This Agreement is governed by, and must be construed and enforced in accordance with, the laws of Oregon excluding principles of conflicts of laws. For every dispute regarding this Agreement: (i) the prevailing party is entitled to its costs, expenses, and reasonable attorney fees (whether incurred at trial, on appeal, or otherwise) incurred in resolving or settling the dispute, in addition to all other damages or awards to which the party may be entitled; (ii) each party consents to the jurisdiction of the courts within Tillamook County, Oregon and agrees that those courts have personal jurisdiction over each party; (iii) venue must be within Tillamook County, Oregon; and (iv) the parties must submit the dispute to mediation held within Oregon. Every mediation must be completed within 3 months of the date when the initial notice demanding mediation was provided by any party. If, for any reason, the dispute is not resolved through mediation within the 3-month period, then the parties may continue seeking to resolve the dispute by use of any process, including litigation by trial. No waiver of any provision or breach hereof is a waiver of any other provision or breach. All rights and remedies are cumulative and nonexclusive.

#### 18. Notices

All notices and other communications provided hereunder must be in writing and will be deemed given: (i) on the date of hand-delivery; (ii) on the date when sent by facsimile (with confirmation of transmission); (iii) on the date when sent by email, with confirmation of receipt; (iv) the day after sending by a nationally recognized overnight delivery service (with confirmation of transmission); or (v) 3 days after sending by certified mail (return receipt requested).

For purposes of this Agreement, addresses for notification, unless changed from time to time in writing, shall be:

#### **FOR EVCS:**

EV Charging Solutions, Inc. Attn: Gustavo Occhiuzzo 11800 Clark Street Arcadia, California 91006 gustavoo@evcs.com 323.400.EVCS (3827)



Salesperson: _				
Rebate Program: _				



## **SITE HOST:**

## **SECONDARY/EMERGENCY CONTACT:**

Company: City of Rockaway Beach	Company:	
Attn:	Attn:	
Add. 1: 276 S. Hwy 101	Add. 1:	
Add. 2: Rockaway Beach, OR 97136	Add. 2:	
Email:	Email:	
Phone:	Phone:	

# 19. Successors and Assigns

The covenants, conditions and agreements contained herein shall bind and inure to the benefit of EVCS and Site Host and their respective successors and assigns. EVCS may freely and in its sole discretion assign this Agreement to a third party upon written notice to Site Host. Site Host may not assign this Agreement to any third party without prior written consent of EVCS.

# 20. Entire Agreement

This Agreement contains all the agreements between the parties hereto and may not be modified in any manner other than by agreement in writing signed by both the parties hereto and their successors in interest.



**IN WITNESS WHEREOF**, this Agreement is executed by both parties, to become effective on the date last executed.

EVCS	SITE HOST
By:	By:
Printed Name: Gustavo Occhiuzzo	Printed Name:
Title: CEO	Title:
Date:	Date:



# **EXHIBIT A - Electric Vehicle Charging Station Equipment Specifications**

- 150 kW DC Fast Charger (4) Samsung 180 DCFC or equal
- 7.6 kW Level 2 EVSE (1) Noodoe AC7LC and or equal

Category	Category details	Criteria/parameter
Concept requirements	Charging system concept	One single unit containing all required components
Concept requirements	Charging System concept	Charging system can be update with power modules
		OTA soft-/firmware capably for all key components
		(e.g. PLC board, all MCU/ECU board)
	) and management	Cooling system Internal load balancing to reduce kW per charger as well as load.
	Load management	balancing across several installed charger has to be implemented
		(as provided by our backend)
		Load management across several installed charger has to be
	Local UI for operations	implemented (as provided by our backend) via OCPP 1.6 U) provides an overview of error codes with timestames
	LUCAS OF IOF OPERATIONS	All configuration keys can be set via the UI
		Max, load and/or input power can be set via the UI
		Firm-/software updates, error handling
	Bestlet at a size of two archides	
	Parallel charging of two vehicles	Both vehicles charves at the OC-outlets
	Supported charging plug-/socket-types	CC5 7ype-1 as per IEC 62196-3
		NACS (174 O2)
System Requirements	Operating temperature range [*C]	Max, temperature: +58 °C
		Min, temperature: -30 °C
	Max. altitude [m]	2000 m
	Max. relative humidity (%)	<95% non-condensing
	Operating audible noise emissions [dB]	<60 dB @ 1m
	Enclosure Rating	NEMA 3R
	Impact protection degree	rk10 (Housing)
	Material, Coating	Anti-corrosive protection e.g. galvanization
	M2M	all chargers must be equipped and set up with
		initingy M2M SIM cards
	EMC emissions	Class A (industrial) as per IEC/EN 61851-21-2
	·	Class B (residential) as per IEC/EN 61851-21-2 (to be developed)
	Reactive Power compensation	Required due to upcoming legislation beginning 27.4,2019.
J		Can be mandatory mid of 2019.
Quality Requirements	Quality management	The supplier shall provide full transparency of
		all quality relevant processes
	communication tests (frontend/backend)	Communication to car and also (to backend thd) must be
		validated during final inspection.
	test protocol	Test protocol must document all performed tests and test results
		(visual, electrical and electrical saftey, function) and is to be signe
		by the responsible person that performed the tests. All tests result
		have to be filed and archived
Production Requirements	Serial numbers	Each number jets a unique serial number.
	Type plate	Type plate according to IEC61851-1 required.
	Variant management	Each version and revision of charger needs to be traceable. This
		includes every component of the charger to guarantee spare part
		compatibility and failure tracking in case of quality problems.
	Labels	Labels and position, including labels for end testing to be defined.
		traceability of each charger and included congraments must be
	Material Number	Each charger is identified via material number.
		The material number and the batch number needs to be on the
		delivery slip and invoice of the charger.
	Safety Protection	All internal electric installations with life parts that exceeds extra-
		low voltage shall be protected by a transparent cover (touch
	AC Input terminals	The AC Input terminals are designed for European conduits. The
	1.00	size of the terminals de-pends on the charger type
	Access to electrical and maintenance	All components are easy accessible by one technician.
	relevant components	
Service Management	Hardware requirements	Doors and side panels are exchangeable
AND DESCRIPTION OF THE PROPERTY OF THE PROPERT	Surface	Surface easy to clean and graffiti and sticker resistant
	Cable entry	The cable entry shall be located under the terminals.
		It must be easy to lead the cable into the terminals
	lifting hooks	For installation lifting hooks are installed. After installation the
		hooks are removable.
	Change of Charging Cable	Change of charging cable must be easy and must be done in a
		reasonable time by a service technician.
Installation/Maintenance	Safety	All European safety standards are considered for all
		installation and maintenance work.
	Installation/Commissioning	The installation array is not the second second
		The installation process is possible to be done by two technician
		considering all European safety standards within 60 minutes.
	Maintenance	Change of charging cable must be easy and must be done in a reasonable time

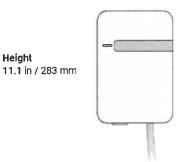


HMI∲User Interface	HMI/Display	LCD color display with 12.1"
		Touch screen
		Customized logo can be updated remotely for the screen
	Authentication/Payment	RFID authentication as standard
		NFC reader
	RFID authentication	All MIFARE standards as per ISO 14443A/B
		Type V as per ISO/IEC 15693
Electrical Grid Connection	Type of AC-Connection	AC 3-phase 4-wire, £1, £2, £3, 3P3W(no nuetral + PE
	Input voltage range [V]	480 Vac (line-2-line) ± 10 %
	Frequency range [Hz]	50/60 Hz ± 10 %
	Efficiency rating [%]	>94% @ full load
	Power Factor Correction (PFC)	PFC from -0.99 (ind) to +0.99 (cap)
Electrical Protection	Residual current device (RCD)	RCD Type-A' for DC outlet (primary side)
	Overall protection	Short-circuit protection
		Surge Protection
		Insulation monitoring
		Over- and undervoltar e protection
		Comply with all CE-relevant safety and protection requirements
		e ( IEC 61851
Construction & maintenance	Construction & maintenance friendly	Easy to build-up, Module check-up
Communication	Cellular connection	36
		4G
	Ethernet	10/100 Fast Etkernet
		10/100/1000 Glabit Ethernet
	WIFI	IEEE 802.11 b/ /n (under progress)
	Meter Communication	Communication between meter and controller
Backend communication	Communication protocol	DCPP 1.6 ISON (2.0.1, to be developed)
Backers Communication		OCPP connection via VPN/APN tunnel
		Firm-/software updates via OCPP
		All configuration keys can be set via OCPP
		Non-auth mode can be set via OCPP config key
OC Charging (CCS)	Plug/Socket type	CCS Type-1 as per IEC 62196-3 (Configuration FF)
	Charging mode	Mode-4 as per IEC 61851-1
	Communication	PLC as per IEC 61851-23/-24, DIN 70121
		ISO 15118-3
	Cable length [m]	5,5 m (outside length)
	Output power rating [kW]	180 kW
	Output voltage range [V]	150 - 1.000 Vdc
	Output current rating [A]	375 A



#### noodoeEV

**Width** 7.6 in / 192 mm



Depth 3.1 in / 79 mm



# **SPECIFICATIONS**

Cloud service Noodoe EV OS

Maximum output power 7.6 kW

Output power 32 A @208~240 Vac, 1-phase

Vehicle connectorSAE J1772Charging cable length25 feet / 7.6 m

Input power 1-phase, 3-wire, 208~240 Vac, 32 A maximum

Grounding system TN, TT
Efficiency > 99%
Power factor > 0.99

Display LED indicator, OLED, 20 characters, 2 lines

Communication protocol OCPP 1.6 JSON

Network connectivity Wi-Fi, 4G

RFID ISO/IEC 14443 A/B, ISO 15693

NEMA enclosures(NEMA) NEMA 4
Impact protection IK10

**Electrical protection** Over voltage protection, under voltage protection,

surge protection, ground fault protection, residual current device, short circuit protection, over current protection, over temperature protection

Operating temperature  $-22 \, ^{\circ}\mathrm{F}$  to +122  $^{\circ}\mathrm{F}$  / -30  $^{\circ}\mathrm{C}$  to +50  $^{\circ}\mathrm{C}$ 

Dimensions 7.6 (W) x 11.1 (H) x 3.1 (D) in 192 (W) x 283 (H) x 79 (D) mm

Weight 11 lbs / 5 kg
Certifications UL, FCC, Energy Star

Noodoe EV OS

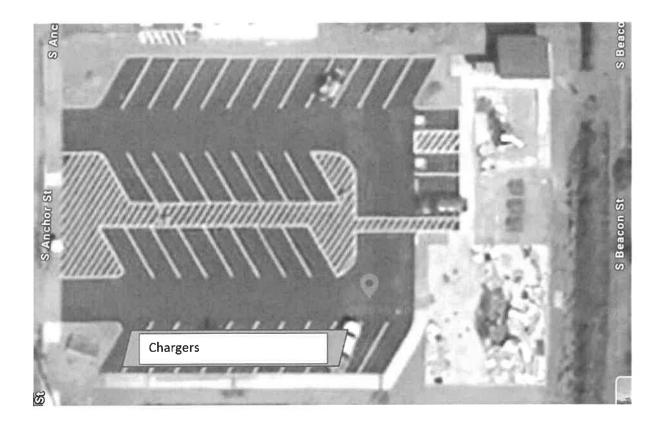


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# **EXHIBIT B - Project Site Info**

# 220 S. Anchor Street, Rockaway Beach, OR 97136



Utility/Electric Provider: <u>Tillamook PUD</u> Electric Provider Acct. #: <u>EVCS tbd</u>

Total Estimated Parking Spaces: 8 / Estimated Number of ADA Spaces: 1

Other:

# EXHIBIT D – Site Host Banking Information (for ACH Payment Purposes)

Name on Account:	
Name of Bank:	
Bank Routing Number:	