

ELECTRIC VEHICLE CHARGING STATION AGREEMENT

Between SuperSonic Transportation, LLC and City of Columbia

This Agreement between the City of Columbia, Missouri, a municipal corporation, hereinafter called "the City," and SuperSonic Transportation, LLC, hereinafter called "the Company" is entered into on the date of the last signatory noted below (the "Effective Date").

WHEREAS, the City Council adopted a Climate Action and Adaptation Plan ("the Plan"); and

WHEREAS, in the Plan, the Council recognized that the effects of increased global GHG emissions threaten Columbia's resources and quality of life through extreme heat, drought, higher incidence of severe storms and reduced air quality due to climate change;

WHEREAS, Council also recognized that by taking action to reduce our community's contribution to worldwide emissions and prepare for climate risks, the City can better protect the wellbeing of its residents for decades to come;

WHEREAS, the Plan lays out strategies to reduce GHG emissions communitywide through targeted municipal, residential, industrial and commercial activities; and

WHEREAS, one strategy recognized in the Plan is to encourage use of low- to zero-emissions vehicles;

WHEREAS, the creation of an electric vehicle (EV) charging station will encourage the use of low- to zero-emissions vehicles;

WHEREAS, the Company wishes to support this strategy through the development of an EV charging station at or near the intersection of I-70 and U.S. Hwy 63 is considered a priority to support EV transportation locally and on a statewide level;

WHEREAS, the development of EV charging stations is not yet economically feasible through commercial sales of charging services alone;

WHEREAS, the Company has secured grant funding from the Missouri Department of Natural Resources ("MDNR") for some of the cost; and

WHEREAS, the City wishes to assure that the EV Charging station is located within the City and connects to the City's electric utility; and

WHEREAS, the provision of EV Charging services is not considered to be the resale of a utility service for purposes of Section 27-24 of the City of Columbia's Code of Ordinances.

NOW, THEREFORE, the City and the Company, in order to assure the development of the EV charging station, agree in consideration of the mutual covenants set out herein, as follows:

1. Project. This project will consist of four (4) DC fast chargers installed at 1401 Creekwood Parkway, Columbia, Missouri. Plans for the construction are attached as Exhibit 1. Alterations may be made to the construction plans with the approval of the City's Utilities Director so long as the project continues to consist of four (4) DC fast chargers.
2. Funding and Payment.
 - a. Funding. The City will reimburse up to twenty percent of the Eligible Project Costs not to exceed fifty thousand dollars (\$50,000.00).
 - b. Eligible Project Costs. Any costs considered as Eligible Costs under the Missouri Department of Natural Resources Air Pollution Control Program Volkswagen Trust Electric Vehicle Charging Infrastructure Program are Eligible Costs for reimbursement by the City provided that Company has not requested or received reimbursement from the State of Missouri, the federal government or any other entity for the same costs.
 - c. Payment. Company shall notify the City in writing when the Project is fully operational. Company shall provide a copy of the inspection reports along with receipts and other documentation related to the expenditures upon which Company seeks reimbursement from the City. Company shall not submit any expenses to the City for reimbursement that Company has requested or received reimbursement from any other source.
 - d. Upon the City's review and approval of Company's receipts and other documentation which show that Company has appropriately identified Eligible Costs for submission to the City for reimbursement and the City's verification of operation, City will provide reimbursement to Company in an amount not to exceed twenty percent of the Eligible Project Costs not to exceed fifty thousand dollars (\$50,000.00). Payment will be made by the City within thirty (30) days.
3. Term. The "Term" of this Agreement shall commence on the Effective Date, and shall continue until the date that is one (1) year following the Effective Date. Thereafter, the Agreement shall be automatically renewed for four successive one year terms.
4. Insurance. Company shall maintain, on a primary basis and at its sole expense, at all times during the life of the Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by Company is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Company under the Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.
 - a. Commercial General Liability. Company shall maintain Commercial General Liability at a limit of not less than \$1,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

- b. After Construction. Company shall maintain property insurance at the full replacement costs of the Project.
 - c. Company may satisfy the minimum liability limits required for Commercial General Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for Commercial General Liability. Company agrees to endorse the City of Columbia as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
 - d. The City of Columbia, its elected officials and employees are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the Effective Date of the Agreement between the Company and the City. Company is required to maintain coverages as stated and required to notify the City of a Carrier Change or cancellation within two (2) business days. The City reserves the right to request a copy of the policy.
 - e. The Parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the City, or its elected officials or employees.
 - f. Failure to maintain the required insurance in force may be cause for termination of the Agreement. In the event Company fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the City shall have the right to cancel and terminate the Agreement without notice.
 - g. The insurance required by the provisions of this article is required in the public interest and the City does not assume any liability for acts of the Company and/or their employees and/or their subcontractors in the performance of this Agreement.
5. Compliance with State Requirements. The Company agrees that in constructing and operating the EV charging station it will comply at all times with the grant requirements established by MDNR for the Volkswagen Trust Electric Vehicle Charging Infrastructure Program, which are attached hereto as Exhibit 2. The Company agrees that at all times during the term and any renewal term, it will remain a customer of the City of Columbia's electric utility
 6. Right of Inspection. The City shall have the right to inspect the EV charging station to determine compliance with this Agreement, including compliance with the requirements of MDNR's Volkswagen Trust Electric Vehicle Charging Infrastructure Program.

7. Entire Agreement. This agreement contains the entire agreement of the Parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by the Parties.
8. No Third-Party Beneficiary. No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such Person a third-party beneficiary under the Agreement.
9. No Waiver of Immunities. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.
10. General Laws. Company shall comply with all federal, state, and local laws, codes, rules, regulations, and ordinances. Company shall comply with Article III of Chapter 12 of the City's Code of Ordinances, and with any state or federal laws or regulations relating to unlawful employment practices in connection with any work to be performed pursuant to this contract. Company shall include this obligation of compliance in its contracts with subcontractors on this project.

11. Termination Provisions

- (a) By Mutual Agreement. This Agreement may be terminated at any time during its Term upon mutual agreement by both Parties.
- (b) By Convenience. With thirty days written notice, either Party may terminate this Agreement for convenience.
- (c) By Default. Either Party may terminate this Agreement in accordance with Section 11.

12. Termination by Default

(a) Events of Default. A Party shall be considered in Default of this Agreement upon: (1) The failure to perform or observe a material term or condition of this Agreement, including but not limited to any material Default of a representation, warranty or covenant made in this Agreement; (2) The Party (i) becoming insolvent; (ii) filing a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law or consenting to the filing of any bankruptcy or reorganization petition against it under any similar law; (iii) making a general assignment for the benefit of its creditors; or (iv) consenting to the appointment of a receiver, trustee or liquidator; (3) The purported assignment of this Agreement in a manner inconsistent with the terms of this Agreement; (4) The failure of the Party to provide information or data to the other Party as required under this Agreement, provided that the Party entitled to the information or data under this Agreement requires such information or data to satisfy its obligations under this Agreement.

(b) Termination upon Default. Upon the occurrence of an event of Default, the non-Defaulting Party shall be entitled to immediately terminate this Agreement.

13. Ongoing Operation of the EV Charging Station. Company shall maintain and operate the EV Charging Stations in accordance with the requirements set forth herein and in the Missouri Department of Natural Resources grant requirements for the Volkswagen Trust Electric Vehicle Charging Infrastructure Program. Should Company fail to operate the EV Charging Station in accordance with these requirements, Company shall reimburse the City for the funding provided in accordance with the following schedule:

Year of Default	Amount to be repaid
1	\$50,000
2	\$40,000
3	\$30,000
4	\$20,000
5	\$10,000

14. Governing Law and Venue. This contract shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.
15. Nature of the City's Obligations. All obligations of the City under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.
16. Sunshine Law. The City is subject to the Missouri Sunshine Law. The Parties agree that the Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law, as amended. Company shall maintain the confidentiality of information and records which are not subject to public disclosure under the Sunshine Law. Company shall not give any confidential or proprietary information to the City to maintain. If it is required under this Agreement or by law that the City maintain any confidential or proprietary information or documents about Company's business, operations, financial condition, technology, systems, no-how, products, services, suppliers, clients, marketing data, plans, and models, and personnel, the documents and information shall be clearly marked as such.
17. HOLD HARMLESS AGREEMENT: To the fullest extent not prohibited by law, Company shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) for bodily injury and/or property damage arising by reason of any act or failure to act, negligent or otherwise, of

Company, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Company or a subcontractor for part of the Project), of anyone directly or indirectly employed by Company or by any subcontractor, or of anyone for whose acts the Company or its subcontractor may be liable, in connection with the Project. This provision does not, however, require Company to indemnify, hold harmless, or defend the City of Columbia from its own negligence. This clause shall survive termination of the Agreement.

18. **Electronic Signature.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.
19. **Contract Documents.** This Agreement includes the following exhibits, which are incorporated herein by reference:

Exhibit	Description
1	Construction Plans
2	Missouri Department of Natural Resources grant requirements for the Volkswagen Trust Electric Vehicle Charging Infrastructure Program

In the event of a conflict between the terms of an exhibit and the terms of this Agreement, the terms of this Agreement control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, the Parties hereto have set their hands and seals on the day and year herein stated.

CITY OF COLUMBIA, MISSOURI

By: _____
John Glascock, City Manager *JAS*

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor / rw

CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account No. 17410923-504993, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore.

By: _____
Matthew Lue, Director of Finance

SuperSonic Transportation, LLC

By: *David* _____

Date: August 31st 2021

ATTEST:

By: *Kepal* _____

Name: Kepal Patel

Exhibit 1

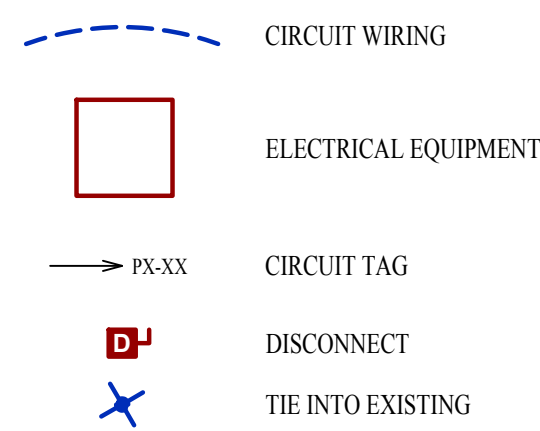
GENERAL MEP SPECIFICATIONS

- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW AND UNDERSTAND ALL DRAWINGS AND SPECIFICATIONS IN THE CONTRACT DOCUMENTS. EACH CONTRACTOR IS RESPONSIBLE FOR ALL WORK ASSOCIATED WITH HIS TRADE REGARDLESS OF WHERE THE WORK IS DEPICTED IN THE DRAWINGS OR SPECIFICATIONS.
- THE LAYOUT OF SYSTEMS SHOWN ON PLANS ARE APPROXIMATE AND WILL NEED TO BE COORDINATED IN FIELD. THE CONTRACTOR SHALL INCLUDE THIS COORDINATION IN HIS SCOPE AND INCLUDE ALL COSTS OF MODIFYING THE LAYOUT AS REQUIRED IN HIS BID.
- THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL NECESSARY PARTS AND LABOR TO PRODUCE A COMPLETE AND FULLY OPERATIONAL SYSTEM UNLESS STATED OTHERWISE ON PLANS.
- ALL MATERIALS TO BE NEW, FIRST CLASS, AND INSTALLED PER MANUFACTURER'S PUBLISHED INSTRUCTIONS.
- ALL WORK SHALL BE PERFORMED IN COMPLIANCE WITH LOCALLY ADOPTED CODES AND ORDINANCES.
- CONTRACTOR IS RESPONSIBLE FOR TO COORDINATE EQUIPMENT LOCATIONS AND SYSTEM ROUTING WITH OTHER TRADES PRIOR TO INSTALLATION.
- CONTRACTOR TO GUARANTEE ALL MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM THE DATE THE PROJECT IS TURN OVER TO THE OWNER, UNLESS NOTED OTHERWISE.
- CONTRACTOR IS TO INCLUDE IN HIS SCOPE THE COST OF ALL PERMITS, INSPECTIONS, METERING, AND TAPS ASSOCIATED WITH HIS WORK.
- CONTRACTOR IS RESPONSIBLE FOR ALL EXCAVATION, CUTTING, CORING, PATCHING, AND BACKFILL REQUIRED TO COMPLETE HIS WORK, UNLESS NOTED OTHERWISE.
- THESE PLANS ARE NOT TO BE SCALED. SEE ARCHITECTURAL PLANS FOR DIMENSIONS. WHERE THERE IS A CONFLICT BETWEEN ARCHITECTURAL DIMENSIONS AND MEP DIMENSION, ARCHITECTURAL SHALL GOVERN.
- SEE DISCIPLINE SHEETS FOR ADDITIONAL DISCIPLINE SPECIFIC SPECIFICATIONS.

ELECTRICAL SPECIFICATIONS

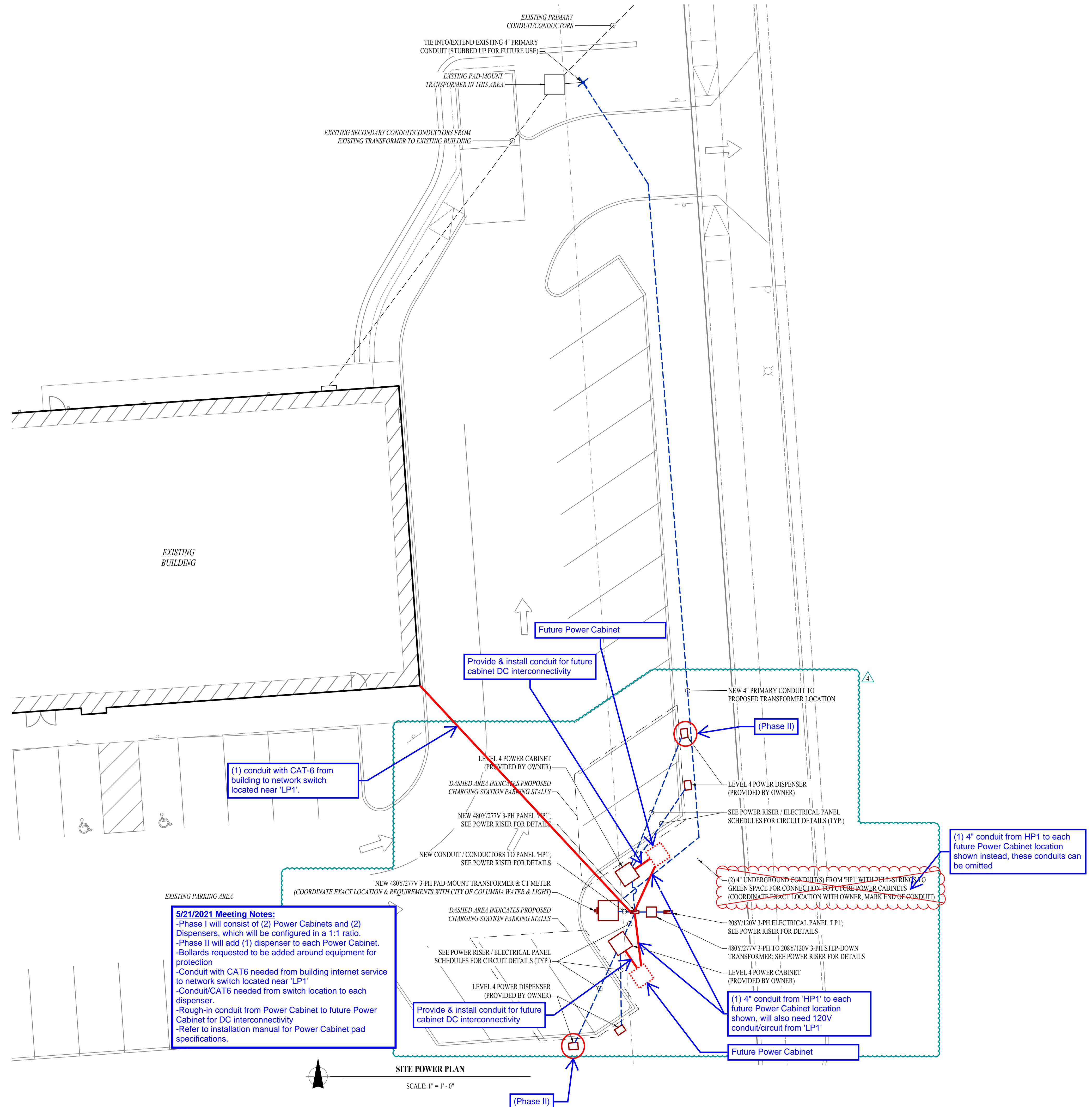
- GENERAL
 - THE ENTIRE ELECTRICAL SYSTEM SHALL BE CONTINUOUSLY GROUNDED. EVERY BRANCH CONDUIT SHALL INCLUDE A GREEN GROUND CONDUCTOR SIZED PER NEC.
 - ARC-FAULT CIRCUITS SHALL BE RUN WITH A DEDICATED NEUTRAL AS REQUIRED BY MANUFACTURER.
 - PROVIDE PERMANENT ARC-FLASH LABEL AFFIXED TO EVERY DISCONNECT AND PANEL.
 - PROVIDE TYPE WRITTEN PANEL SCHEDULE FOR EACH PANEL.
- MATERIALS
 - CONDUIT & CONDUCTORS
 - ALL CONDUCTORS SIZES INDICATED ON PLANS ARE COPPER UNLESS NOTED OTHERWISE.
 - ABOVE GRADE CONDUCTORS SHALL BE THHN COPPER. BELOW GRADE CONDUCTORS SHALL BE XHHW-2.
 - MINIMUM CONDUCTOR SIZE SHALL BE #12 UNLESS NOTED OTHERWISE. 120V, 20 AMP CIRCUITS WITH CONDUCTOR LENGTH GREATER THAN 100' SHALL BE MINIMUM #10. ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR MEASURING ACTUAL CONDUCTOR LENGTH AND INCREASING CONDUCTOR SIZE TO COMPENSATE FOR VOLTAGE DROP AS REQUIRED BY NEC.
 - RIGID GALVANIZED OR SCHEDULE 40 PVC CONDUIT SHALL BE USED FOR SERVICE WIRING, BELOW GRADE INSTALLATIONS, OR WHERE EXPOSED TO WEATHER.
 - IN APPLICATIONS OTHER THAN THOSE LISTED IN 2.1.4, EMT OR MC CABLE IS ACCEPTABLE. WHERE CONDUCTORS ARE PROTECTED FROM DAMAGE, ENCLOSED IN BUILDING MATERIALS, AND CONSTRUCTION IS OF A PERMITTED TYPE, NM CABLE MAY BE USED.
 - DEVICES
 - CONTRACTOR TO PROVIDE J-BOXES, COVER PLATES, AND ANY ACCESSORIES REQUIRED TO PROVIDE A COMPLETE SYSTEM. SEE ARCHITECTURAL PLANS FOR DEVICE COLORS.
 - DUPLEX RECEPTACLES SHALL BE TAMPER RESISTANT, 20 AMP, EQUAL TO LEVITON CR20.
 - TOGGLE WALL SWITCHES SHALL BE EQUAL TO LEVITON CS120-2.
 - DIMMER SWITCHES SHALL BE TESTED WITH FIXTURES AND LAMPS FOR COMPATIBILITY.
- EMERGENCY LIGHTING
 - THE BRANCH CIRCUIT FEEDING THE EMERGENCY FIXTURE SHALL BE THE SAME BRANCH CIRCUIT AS THAT SERVING THE NORMAL LIGHTING IN THE AREA AND CONNECTED AHEAD OF ANY LOCAL SWITCHES.

POWER PLAN SYMBOL LEGEND



POWER PLAN GENERAL NOTES:

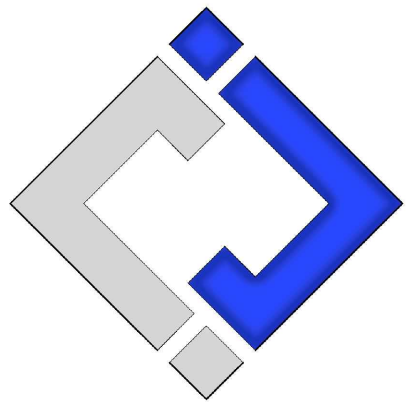
- REFERENCE CODES IN EFFECT: 2017 NATIONAL ELECTRIC CODE.
- SEE SHEET E501 FOR ADDITIONAL ELECTRICAL NOTES, DETAILS, & SCHEDULES.
- ELECTRICAL CONTRACTOR TO VERIFY ALL CHARGING EQUIPMENT SPECIFICATIONS, REQUIREMENTS, AND FINAL LOCATIONS WITH EQUIPMENT SUPPLIER AND OWNER PRIOR TO PURCHASE & INSTALLATION OF MATERIALS.
- COORDINATE ALL DETAILS AND REQUIREMENTS OF NEW ELECTRIC SERVICE WITH CITY OF COLUMBIA.
- ELECTRICAL PLANS SHOWN INDICATE DETAILS FOR ENERGIZING EQUIPMENT. ALL OTHER REQUIRED SYSTEM COMPONENTS INCLUDING LOW-VOLTAGE WIRING, UNIT INTERCONNECTIVITY, ETC. SHALL BE COORDINATED WITH EQUIPMENT SUPPLIER/OWNER.



5/21/2021 Meeting Notes:
 -Phase I will consist of (2) Power Cabinets and (2) Dispensers, which will be configured in a 1:1 ratio.
 -Phase II will add (1) dispenser to each Power Cabinet.
 -Bollards requested to be added around equipment for protection
 -Conduit with CAT6 needed from building internet service to network switch located near 'LP1'
 -Conduit/CAT6 needed from switch location to each dispenser.
 -Rough-in conduit from Power Cabinet to future Power Cabinet for DC interconnectivity
 -Refer to installation manual for Power Cabinet pad specifications.



James Watson, P.E. May 13, 2021
 PE-2015017071
 MO Certificate of Authority # 2018029680



J-SQUARED ENGINEERING
 2401 Bernadette Drive, Suite 201
 Columbia, Missouri 65203
 573 - 234 - 4492 phone
 www.j-squaredeng.com

J2 PROJECT No:	J20411
J2 DESIGN:	ACW

ISSUE TITLE	DATE
PERMIT SET	03 / 12 / 2021
REVISION ONE	03 / 17 / 2021
REVISION THREE	04 / 13 / 2021
REVISION FOUR	05 / 13 / 2021

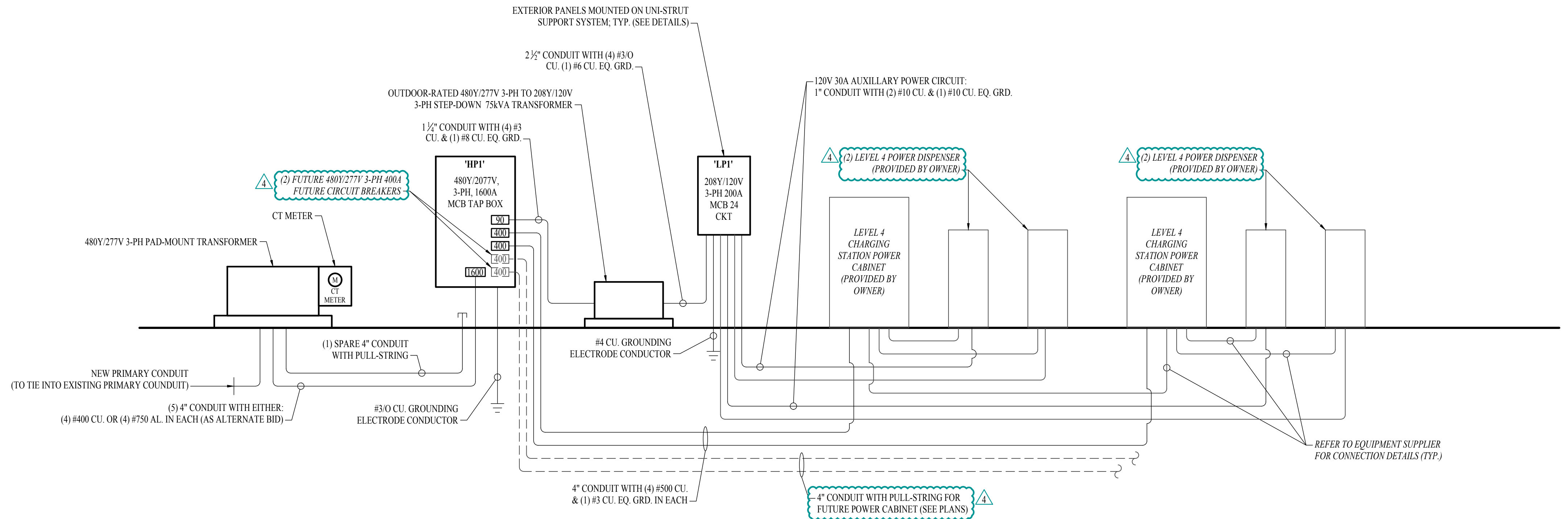
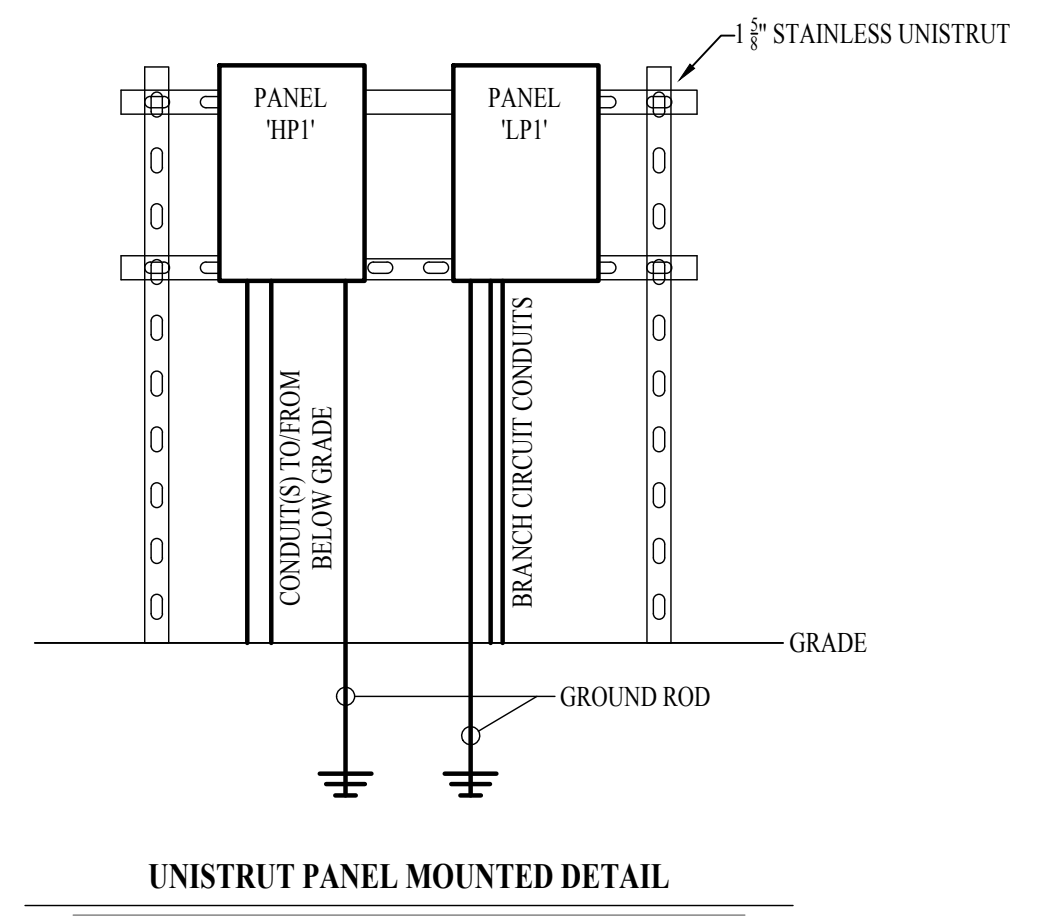
Electrical Design Drawings for
Creekwood EV Charging Station
 1401 Creekwood Drive
 Columbia, Boone County, MO 65202

SHEET TITLE
SITE POWER PLAN

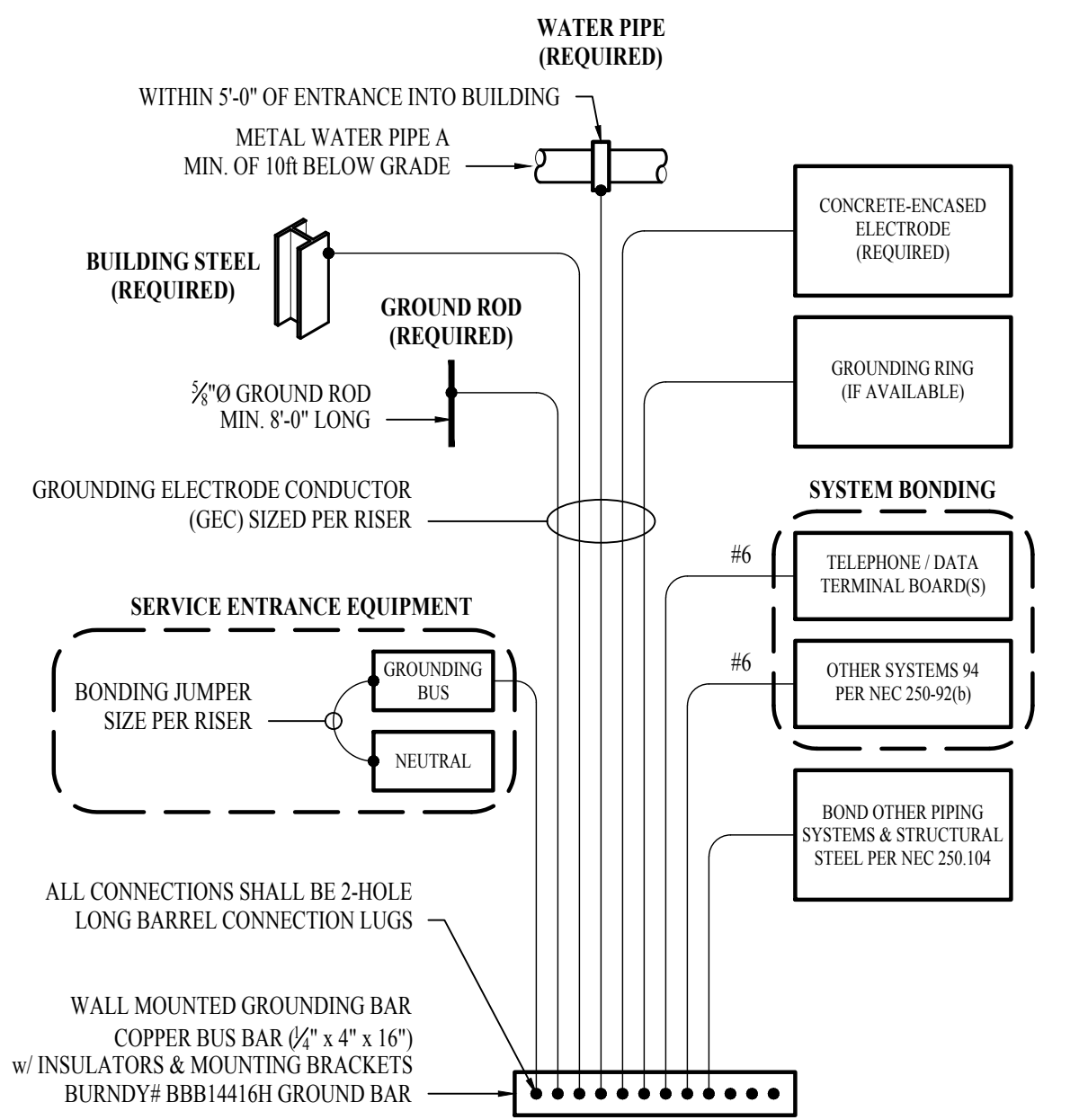
PAGE 1 of 2

SHEET NUMBER
EP101

J2 PROJECT No:	J20411
J2 DESIGN:	ACW
ISSUE TITLE	DATE
PERMIT SET	03 / 12 / 2021
REVISION ONE	03 / 17 / 2021
REVISION FOUR	05 / 13 / 2021



- POWER RISER GENERAL NOTES:**
- CIRCUIT BREAKER AIC RATINGS BASED ON THE FOLLOWING:
 - 750 kVA, 100% POWER FACTOR, 5.75% Z NEW TRANSFORMER APPROXIMATELY WHERE SHOWN ON PLANS.
 - ELECTRICAL CONTRACTOR TO FIELD VERIFY FINAL EQUIPMENT LOCATIONS AND PERFORM ADDITIONAL AIC RATING CALCULATIONS AS NECESSARY.
 - COORDINATE ALL DETAILS AND REQUIREMENTS OF NEW ELECTRIC SERVICE WITH CITY OF COLUMBIA.
 - ELECTRICAL CONTRACTOR TO VERIFY ALL CHARGING EQUIPMENT SPECIFICATIONS AND REQUIREMENTS WITH EQUIPMENT SUPPLIER AND OWNER PRIOR TO PURCHASE & INSTALLATION OF MATERIALS.
 - ELECTRICAL PLANS SHOWN INDICATE DETAILS FOR ENERGIZING EQUIPMENT. ALL OTHER REQUIRED SYSTEM COMPONENTS INCLUDING LOW-VOLTAGE WIRING, UNIT INTERCONNECTIVITY, ETC. SHALL BE COORDINATED WITH EQUIPMENT SUPPLIER/OWNER.



VOLTAGE		PANEL SIZE	MOUNTING	AIC RATING				
480Y/277V 3-PH		1600A MCB	SURFACE	22,000	PHASE "A" LOAD 537			
NEMA RATING: 3R					PHASE "B" LOAD 537			
					PHASE "C" LOAD 528			
CIRCUIT NUMBER	DESCRIPTION	BREAKER SIZE	AMPS	PHASE	AMPS	BREAKER SIZE	DESCRIPTION	CIRCUIT NUMBER
1	FUTURE POWER CABINET			A	264	400-3	POWER CABINET	2
3	-			B	264	-	-	4
5	-			C	264	-	-	6
7	FUTURE POWER CABINET			A	264	400-3	POWER CABINET	8
9	-			B	264	-	-	10
11	-			C	264	-	-	12
13	OPEN			A	9	90-3	STEP-DOWN TRANSFORMER	14
15	OPEN			B	9	-	-	16
17	OPEN			C	0	-	-	18
19	OPEN			A			OPEN	20
21	OPEN			B			OPEN	22
23	OPEN			C			OPEN	24

NOTES:

- PANEL SHALL BE EQUAL TO SQUARE D 5-LINE® SERIES
- ELECTRICIAN SHALL VERIFY BREAKER WITH EQUIPMENT PRIOR TO PURCHASE & INSTALL.
- AFTER COMPLETION OF WORK, ELECTRICIAN SHALL PROVIDE A TYPE WRITTEN PANEL DIRECTORY IN NEW PANEL.

VOLTAGE		PANEL SIZE	MOUNTING	AIC RATING				
208Y/120V 3-PH		200A MCB	SURFACE	22,000	PHASE "A" LOAD 21			
NEMA RATING: 3R					PHASE "B" LOAD 21			
					PHASE "C" LOAD 0			
CIRCUIT NUMBER	DESCRIPTION	BREAKER SIZE	AMPS	PHASE	AMPS	BREAKER SIZE	DESCRIPTION	CIRCUIT NUMBER
1	SPARE	20-1		A	21	30-1	LEVEL 4 DISPENSER AUX. POWER	2
3	SPARE	20-1		B	21	30-1	LEVEL 4 DISPENSER AUX. POWER	4
5	SPARE	20-1		C		20-1	SPARE	6
7	SPARE	20-1		A		20-1	SPARE	8
9	SPARE	20-1		B		20-1	SPARE	10
11	SPARE	20-1		C			OPEN	12
13	OPEN			A			OPEN	14
15	OPEN			B			OPEN	16
17	OPEN			C			OPEN	18
19	OPEN			A			OPEN	20
21	OPEN			B			OPEN	22
23	OPEN			C			OPEN	24

NOTES:

- PANEL SHALL BE EQUAL TO SQUARE D MODEL "90"
- ELECTRICIAN SHALL VERIFY BREAKER WITH EQUIPMENT PRIOR TO PURCHASE & INST ALL.
- AFTER COMPLETION OF WORK, ELECTRICIAN SHALL PROVIDE A TYPE WRITTEN PANEL DIRECTORY IN NEW PANEL.

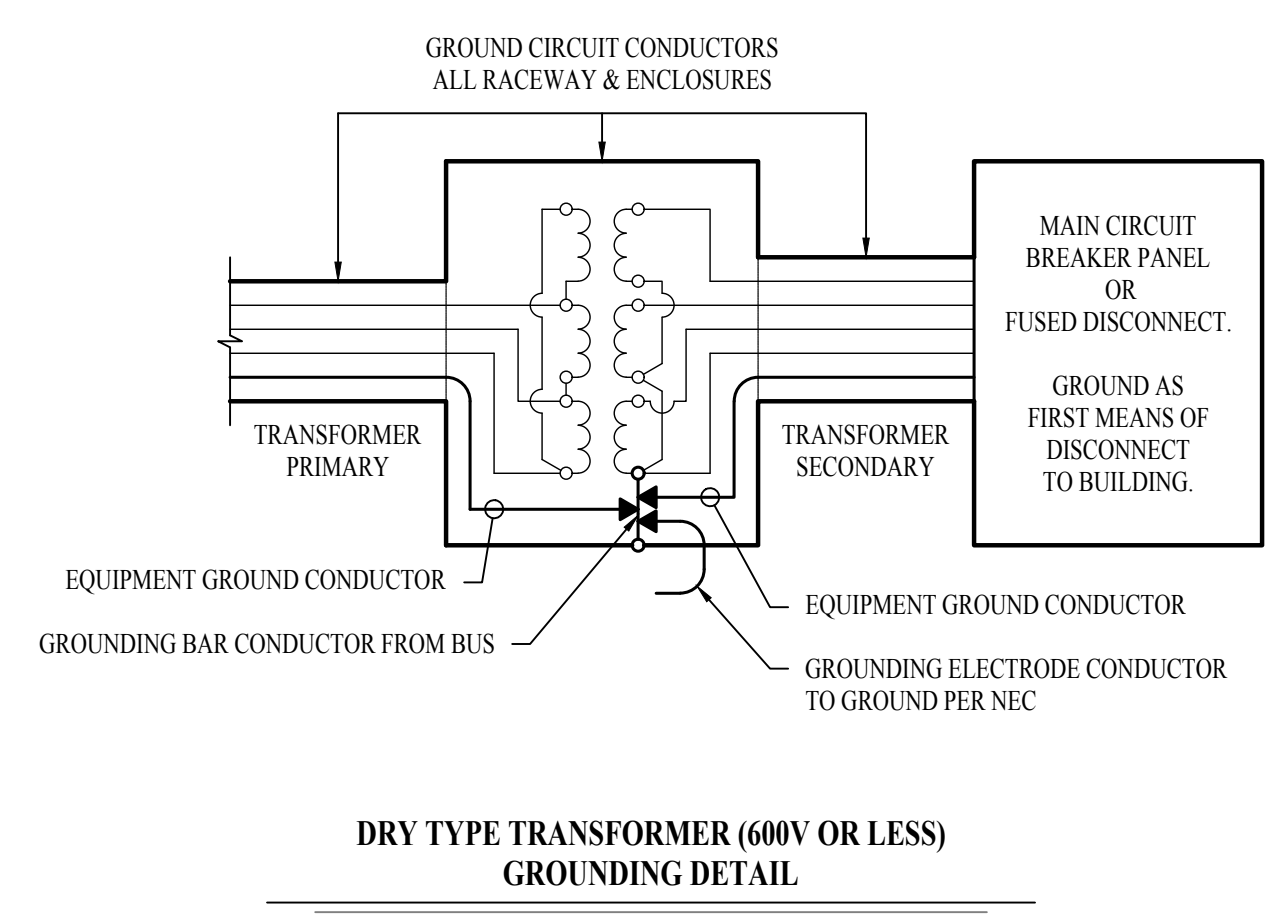


Exhibit 2



MISSOURI DEPARTMENT OF NATURAL RESOURCES
Air Pollution Control Program
Volkswagen Trust Electric Vehicle Charging Infrastructure Program Requirements

I. Program Requirements

This document sets forth the requirements pertinent to Volkswagen (VW) Trust Awards (Award) made by the Missouri Department of Natural Resources (Department), Air Pollution Control Program (APCP).

By submitting a complete application for an Award, the applicant agrees to comply with these requirements in addition to any other governmental, regulatory, or statutory provision that may be applicable.

A. Use and Award of VW Trust Monies

1. All Awards shall be used for the installation of electric vehicle charging infrastructure, also known as charging stations. Direct current fast charge (DCFC) chargers are installed to meet the goal of creating a minimum practical highway travel network. Applicants may choose to install Level 2 chargers to supplement the DCFC chargers, but no Level 2 chargers will be installed without accompanying DCFC.
 - a) Eligible costs include those necessary for, and directly connected to, the acquisition, installation, operation and maintenance of electric vehicle charging equipment. These costs may include, but are not limited to:
 - Electric vehicle service equipment including electrical service box(es);
 - Shipping cost for equipment;
 - Installation site design;
 - Site permits;
 - Site preparation, including labor;
 - Concrete or asphalt repair after equipment installation, plus parking stops, curbs or bollards;
 - Paint striping;
 - Conduit, cables and wiring;
 - Signage;
 - Upgrade for utility connections and equipment;
 - Equipment installation;
 - Renewable energy generation and storage, including the cost of purchasing and installing solar arrays and battery storage solutions;
 - 5-year warranty;
 - 5-year EV infrastructure maintenance costs (up to \$2,500 per year but not more than a maximum of \$10,000 within the 5-year period).
 - b) No award may be used to purchase or rent real estate, cover capital costs (construction of buildings or parking facilities), or to perform general maintenance (other than maintenance of the charging equipment). Ineligible expenses include, but are not limited to:
 - Purchase, rent, or lease of real estate;
 - Capital construction of buildings or parking facilities, with the exception of parking pavement repair after equipment installation and parking stops, curbs or bollards;
 - General maintenance of the parking area;
 - Expenses incurred before applicant accepts award;
 - Purchase of electricity;
 - Cost of renewable energy credits;
 - Feasibility studies;
 - Research projects;

- Interest surveys;
 - Vehicle or equipment demonstrations;
 - Bad debts;
 - Late payment fees;
 - Finance charges;
 - Attorney fees, lobbying, or political contributions;
 - Mark-upon equipment purchases;
 - Administrative costs.
2. Applicants may be any public or private individual or entity.
3. Documentation Requirements
- a) **Notification of Award.**
- Within fifteen (15) calendar days of notification of the award, the applicant must formally accept the award.
 - Within sixty (60) calendar days of notification of the award, the applicant must provide site host agreement(s).
 - Within sixty (60) calendar days of notification of the award, the applicant must provide a letter of commitment from any other entities providing funding for the project.
 - Within thirty (30) calendar days of site host agreement, the applicant must get utility confirmation of electric service availability at the site location.
 - Within ninety (90) calendar days of site host agreement, the applicant must provide a purchase order for the electric vehicle charging equipment.
 - After award notification, semi-annual progress reports on installation and commissioning are due beginning 14 calendar days after the end of the reporting periods ending on June 30 and December 31.
- b) **Delivery of DCFC equipment.** Within sixty (60) calendar days of delivery and acceptance of the charging equipment, the applicant must provide the following documentation:
- Progress report on utility service installation, parking facility preparation, warranty, network connection, and tentative timeline to commissioning of charging station for public use.
- c) **Commissioning.** Within fourteen (14) calendar days of commissioning the site location, including all DCFC and/or Level 2 chargers, the applicant will report completion of the project and request any remaining project reimbursement. Completion report will include copy of warranty agreement, photos of the charging station and all charging equipment installed, photos of the parking space signage, proof of network connectivity for DCFC, and copy of the purchase agreement for the renewable energy credits, if applicable.
- d) **Quarterly Charging Station Metric Reports.** After commissioning of the charging station, reports on station metrics are due 14 calendar days after the end of the quarter dates of March 31, June 30, August 31 and December 31. Reports will cover 5 calendar years after charging station commissioning. Only DCFC reporting is required, but Level 2 reporting is encouraged. Charging station metrics in the report include:
- Number of charging sessions completed
 - Number of charging sessions with errors or incomplection
 - Total energy per charging session
 - Fees collected per session
 - Connect and disconnect times
 - Charging start and end times
 - Date stamp
 - Unique station identifier
 - Number of charges by type (DCFC CCS, DCFC CHAdeMO, Level 2)
 - Charging station downtime report

4. Electric Vehicle Charger Requirements

- a. Two DCFC charging stations must be installed per site location.
 - o The two DCFC must be able to charge two vehicles simultaneously at a minimum of 50kW. Any 100kW or greater charging station must have the ability to be powered down to 50kW to be backward compatible with all EVs that can accept DCFC.
 - o Each DCFC must provide one each plug type CCS1 J1772 Combo and CHAdeMO connectors.
 - o Each DCFC must be connected to a network with capabilities such as remote management, access control, diagnostics, and remote start.
 - o The DCFC shall have dedicated concrete or asphalt parking spaces.
 - o The DCFC will be Open Charge Point Protocol (OCPP) compliant.
- b. Optional but recommended to install one dual-cord Level 2 charger per site location.
 - o The charging station must be capable of charging two vehicles at 7kW AC output each.
 - o The Level 2 charging station does not have to be connected to a network.
 - o Level 2 charging stations do not require dedicated parking spaces and are not required to be adjacent to the DCFC charging stations.
- c. Must show evidence that the site location is future proofed. This includes the capability to upgrade the initial DCFC stations installed under this RFA to 150kW charging stations. The service box should be of adequate size and disconnect capacity to allow additional cable to be run for future expansion of either two additional 50kW charging stations or an additional single 150kW or higher power charging station.
- d. Payment system must not require a network membership, and must allow at least two payment methods, one of which is payment by telephone. Other payment methods may include, but are not limited to, credit and debit cards, smart cards, subscription services, and app-based payment systems. If there is no fee to charge at the DCFC, full points will be awarded in the scoring process for this criteria.
- e. Real-time pricing and fee information shall be displayed on the charging station equipment or payment screen. Applicants may charge an idle fee for users remaining connected to the charger after the charging session is completed if the fee is disclosed in advance with the displayed fee information.
- f. Customer assistance for chargers is available 24 hours per day 365 days per year via a toll-free phone number posted on or near the charging station.
- g. The equipment will be installed with adequate protective equipment, including but not limited to bollards, concrete curbs, or parking stops, to protect the chargers from accidental impact.
- h. Applicants will secure all local electrical permits, any other building permits, and complete environmental impact reports as needed.
- i. Applicants should make efforts to ensure that charging equipment is American with Disability Act (ADA) compliant, ADA compliant parking spaces are only required in accordance with local requirements. Guidance on equipment specifications like installation reach, accessible controls, and payment systems is available from US Department Of Energy ADA workplace charger guides at https://afdc.energy.gov/files/u/publication/WPCC_complyingwithADArequirements_1114.pdf and https://afdc.energy.gov/files/u/publication/pev_workplace_charging_hosts.pdf

5. Site Location Requirements

- a. Site location will be one from the list in Table 1 of the Request for Applications.
- b. Site location is publicly accessible 24 hours a day, 365 days a year.
- c. Site location must have safety and security including dusk to dawn lighting, cell

- phone service, and timely snow and ice removal.
- d. Driver amenities including restrooms, food, and beverage should be located on-site or be adjacent. Other nearby, walkable amenities may include retail, entertainment, or tourist destinations.
- e. Signage: On-site signage consistent with Manual on Uniform Traffic Control Devices https://mutcd.fhwa.dot.gov/resources/interim_approval/ial3/index.htm. Also, parking spaces should be striped to indicate “EV parking only” for DCFC.
- f. The applicant will notify the Department approximately two (2) weeks prior to charging station commissioning such that Department representatives may observe the site location. If Department representatives elect not to visit before commissioning, the commissioning may proceed as planned.

6. Award Amounts

- a. There is no maximum dollar amount of funding an eligible entity may apply for, and there is no maximum dollar amount of funding per proposed site location. Provided, however, the maximum award an applicant may receive is 80% of the project cost per site location.
- b. The application will include a detailed budget estimate.
- c. Applicants will receive award monies to cover the maximum funding percentages or the amount of funds requested in the application for the site location, whichever is less.
- d. This is a reimbursement program. Applicants must pay costs up front and be reimbursed after Department approval. Applications should identify the sources of funding used to cover the remaining portion of project costs not reimbursed by the VW Trust. If combining multiple funding sources, only an informal letter of intent is needed at application time to indicate potential contribution amounts by entity or funding source. After a project is awarded, a letter of commitment will be required for other entities providing funding for the project.

B. Restrictions on the Use of Awards

- 1. Any monies awarded and disbursed to an applicant that are not expended for the purpose for which the monies were awarded will be repaid by the applicant.
- 2. *Reserved.*
- 3. The Award is not, and shall not be, transferrable to any person or entity.
- 4. Applicants may not use award monies from this program to cover any portion of the following costs:
 - Required cost share for projects partially funded by any other funding assistance program, unless the grant or program allows participants to use these funds to cover a portion of the participant’s cost share obligations.

II. Financial Requirements

A. Method of Payment

- 1. The applicant shall not purchase any equipment or materials before the award date. The award date is the date the Department officially offers funds to the applicant to complete the project(s).
- 2. The applicant shall submit documentation in compliance with paragraph I.A.3 prior to receiving reimbursement from the Department.

3. By submitting a reimbursement request, the applicant certifies to the best of their knowledge and belief the information submitted is correct, and all outlays were made in accordance with this document, and that payment is due and has not been previously requested.

4. Award Payments to the Applicants

a. Proof of Payment Invoices (for the project) must be submitted within thirty (30) calendar days of invoice date.

Invoices must include the following:

- i. applicant's name, address, the amount paid by applicant for project, and total cost of the project;
- ii. include as attachments, copies of paid receipt(s) from the vendor(s) proving total cost of the project and copies of check(s) or wire transfer(s) used to pay for the project for which the applicant is requesting reimbursement; and

b. If the applicant fails to follow these Program Requirements, the Department may still make reimbursement, in the Department's discretion, upon a finding that the applicant has presented good cause or special circumstances.

5. For monies withheld or repaid as a result of an enforcement action in subsection III.C. of this document, the APCP may make these monies available to other eligible applicants.

B. Retention and Custodial Requirements For Records

1. The applicant shall retain financial records, supporting documents, and other records pertinent to the Award for a period of five (5) years after the close of the project. The close of the project is the end of the five-year operation period required under the Request for Applications.

2. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five (5)-year period, the applicant shall retain records until completion of the action and resolution of all issues, which arise from it, or until the end of the regular five (5)-year period, whichever is later.

3. The rights to access such records must not be limited to the required retention period but shall last as long as the records are retained.

4. Any representative of the Department shall have the right to visit the project site(s) at any time until the project is closed.

5. The APCP and the Missouri State Auditor's Office or any of their authorized representatives shall have the right of access to any pertinent books, documents, papers, or other records of the applicant, which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. Any records required to be maintained by these Program Requirements may be kept in either a paper or electronic format.

6. The applicant's records shall be maintained as public records pursuant to Chapter 610, RSMo.

C. Financial Management and Reporting

1. Financial Reporting. The applicant shall retain accurate, current, and complete project funding records.

2. Accounting Records. The applicant shall maintain records, which adequately identify the source and application of monies provided for the project.
3. Internal Control. The internal control structure provides reasonable assurance that assets are safeguarded and must assure that assets are used solely for authorized purposes.
4. Source Documentation. Accounting records must be supported by such source documentation as canceled checks and paid invoices. Appropriate electronic verification of cleared checks may also be considered source documentation in lieu of actual canceled checks. The documentation must be made available by the applicant at the APCP's request.

III. Dispute Resolution and Termination

A. Dispute Resolution

1. The applicant and the APCP shall attempt to resolve disagreements concerning the project performance including reporting requirements by informal discussions and negotiations.
2. If an agreement cannot be reached within sixty (60) calendar days of the issuance of the notice of noncompliance, the Department's APCP Director will provide a written decision. Such decision of the APCP Director shall be final unless a request for review is submitted to the Department's Division of Environmental Quality (DEQ) Director within fifteen (15) calendar days of the receipt of the APCP Director's decision. The DEQ Director shall provide a final decision within thirty (30) calendar days of the receipt of the applicant's request. Such requests shall include:
 - a. A copy of the APCP Director's written decision;
 - b. A statement of the amount in dispute;
 - c. A brief description of the issue(s) involved; and
 - d. A concise statement of the objections to the final decision.
3. A decision by the DEQ Director shall constitute final Department action.

B. Termination

1. Termination for Cause.

By the Department:

- a. The Department may terminate any award, in whole or in part, at any time before the date of completion whenever it is determined that the applicant has failed to comply with the requirements of this program.
 - b. The Department shall promptly notify the applicant in writing of such a determination and the reasons for the termination, together with the effective date.
2. Termination for Convenience.

The Department or the applicant may terminate the award, in whole or in part, when the parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of monies.

C. Enforcement: Remedies for Noncompliance

If an applicant falsifies any award document, fails to maintain records or submit reports, refuses the APCP access to records, or materially fails to comply with any term of an award, then the APCP may take one or more of the following actions, as appropriate:

1. Suspend or terminate, in whole or part, the award of current or future monies;
2. Temporarily withhold payments pending applicant's correction of the deficiency;
3. Withhold further Awards from the applicant;
4. Compel the repayment of monies provided to the applicant pursuant to the award;
5. Order the applicant not to transfer ownership of assets purchased with award monies without prior APCP approval; or
6. Pursue any other remedies that may be legally available, including cost recovery, breach of contract, and suspension or debarment with respect to the applicant.

IV. Indemnification and Hold Harmless

By awarding any funds from the VW Trust Fund, overseeing compliance with these Performance Requirements and the operation of a charging station, neither the Department, State of Missouri, the VW Trust Fund, nor any of their officers, directors, employees, agents, or consultants shall not be deemed responsible for the actions and liabilities of the applicant. Moreover, the Applicant agrees to hold harmless and indemnify the aforementioned individuals and entities from any third party claims or litigation related to an award under these Performance Requirements or the operation of a charging station.

V. Applicant's Signature

To be eligible to receive VW Trust monies, the applicant's signature on the application form signifies the applicant's agreement to all of the requirements of the award, including the application and the documents incorporated therein.