

Suffolk County Community College

Contract No. LEV1001

LEVITON NEW YORK STATION AWARD AGREEMENT

THIS AGREEMENT is made by and between **Suffolk County Community College**, a chartered community college, sponsored by the County of Suffolk, having its principal place of business located at 533 College Road, Selden, New York 11784 (hereinafter "Subscriber" or "College") and **Leviton Manufacturing Co., Inc.**, a corporation having its principal place of business located at 201 North Service Road, Melville, New York 11747 (hereinafter "Leviton"). Subscriber and Leviton may be referred to collectively as the "Parties." The Parties to this Agreement agree as follows:

1. **Charging Station.** The Leviton New York™ Program (the "Program") has been funded in part under the terms of Agreement No: 30407 (the "Grant") from the New York State Energy Research and Development Authority ("NYSERDA"). The Charging Stations will be installed at the location specified on **Appendix A**. Leviton and Subscriber are each also referred to herein as a "Party" or collectively, as the "Parties". The terms of this Agreement are subject to the prior, written approval of NYSERDA.
2. **Shipment and Delivery.** Leviton will pay for the cost of standard delivery charges of the Charging Station to the location designated by Subscriber in writing to Leviton. Leviton shall choose the method by which the Charging Station is to be delivered. If Subscriber desires expedited delivery, Subscriber will be responsible for the payment of all delivery charges.
3. **Installation.**
 - (a) Subscriber shall be responsible for the costs of labor and materials for installation as set forth on the NYSERDA Contract Pricing Proposal Form attached hereto as **Appendix B**. By its execution of this contract, Leviton expressly approves such quote. Leviton agrees that Subscriber shall use its own installer, **All Service Electric, Inc.**, provided that All Service Electric, Inc. complies with Leviton's Insurance Requirements for Contractors and Service Providers, attached hereto as Exhibit 1, and Leviton New York Station Contractors Agreement, attached hereto as Exhibit 2. If required, Subscriber shall pay and submit for any building permits. Subscriber acknowledges that the following requirements must be met by all contractors and subcontractors prior to performing any installations of the electric vehicles station equipment (EVSE) as part of the Grant. New York State and city prevailing wage laws may apply to the installation of Your Charging Stations. To the extent such laws apply, your contractor will be required to comply then and provide proof to Leviton, or its agent, of such compliance. In addition, because the Charging Stations are being awarded to Subscriber under a New York State program, in the event Subscriber uses its own installer, such installer shall become subject to certain audit and other rights granted to the State of New York and to Leviton. Subscriber acknowledges that the installer will be required to submit to Leviton or its agent, within five (5) days of the installation, all applicable prevailing wage related paperwork, if any, including (i) a certified payroll and (ii) an invoice or receipt for the work done to install the charging station(s) including costs for panel rework, trenching, concrete pad placement, fixing the station, and electrical wiring. Subscriber further agrees that should Subscriber's installer fail to comply with its obligations as set forth in this paragraph, and as a result of such failure, NYSERDA refuses to reimburse Leviton for the Charging Station or demands that Leviton refund to it any prior reimbursement for the Charging Station, Subscriber shall pay Leviton for the Charging Stations (in an amount per Charging Station equal to the price paid or to be paid therefore by NYSERDA).
 - (b) Subscriber agrees to complete the installation of the Charging Stations, and the provisioning of such Charging Stations on the ChargePoint Network, within forty five (45) days of their delivery to Subscriber. In the event that the Charging Stations have not been installed by the expiration of such forty five (45) day period, Leviton reserves the right to reclaim the Charging Station and no costs or fees shall be assessed by Leviton to the Subscriber in connection with such reclamation. In the event that Subscriber is having trouble arranging for the installation of the Charging Stations by a Leviton Authorized Installer, Subscriber shall contact Leviton as soon as possible for assistance in obtaining prompt installation of the Charging Stations.
 - (c) The Charging Station is not to be removed from its packaging by any person other than the Leviton Authorized Installer or Subscriber's contractor that has been authorized by Leviton.
 - (d) Leviton agrees that the Charging Station to be provided to Subscriber under this Agreement is the "evr-green™ Dual Port Level 2 Network Charging Stations For Public Applications, the specifications for which are set forth on **Appendix C**, Charging Station Specifications.
4. **Warranty/Limitation of Liability.** (a) **Warranty.** Each Charging Station is covered by the terms of Leviton's standard Limited Product Warranty (the "Warranty") for a period of one (1) year commencing on the date of installation. 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, LEVITON MAKES NO WARRANTY WITH RESPECT TO THE PERFORMANCE OF THE CHARGING STATION, THE CHARGEPOINT COMMERCIAL SERVICE PLAN OR THE CHARGEPOINT NETWORK, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. LEVITON EXPRESSLY DISCLAIMS ALL OTHER 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. LEVITON 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, TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL LEVITON BE LIABLE TO THE SUBSCRIBER 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 LEVITON SERVICES, INCLUDING, WITHOUT LIMITATION, THE LEVITON COMMERCIAL SERVICE PLAN, OR OTHERWISE OR BASED ON ANY EXPRESSED, IMPLIED OR CLAIMED WARRANTIES BY LEVITON OR SUBSCRIBER NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT. (ii) SUBSCRIBER'S SOLE REMEDY FOR ANY BREACH BY LEVITON OF ITS OBLIGATIONS OR WARRANTIES WITH RESPECT TO THE CHARGING STATIONS SHALL BE LIMITED TO, AT LEVITON'S OPTION, REPAIR OR REPLACEMENT OF THE CHARGING STATION. (d) Warranty Exclusions. Exclusive Remedies. THE REMEDIES CONTAINED IN SECTION 4 ARE SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDIES AND ARE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES SUBSCRIBER MAY HAVE AGAINST LEVITON WITH RESPECT TO THE PERFORMANCE OF THE CHARGING STATIONS, THE LEVITON COMMERCIAL SERVICE PLAN OR THE CHARGEPOINT NETWORK.

5. **Access to Charging Stations.** Under this award agreement, the Charging Station must be available for employee or contract employee use. This agreement does not require the Charging Station be available for general public use; however, if they are available and the primary users (the employees) are not utilizing them, they can be used by visitors to the business location. Subscriber shall take all reasonable measures to ensure the Charging Station, and the facilities in which it is located, shall be kept operational, clean and in good repair. Subscriber shall promptly call Chargepoint customer service to arrange for the repair of any non-functioning Charging Station.
6. **Network Access.** As a part of the award under the Program, Subscriber will receive, for use with the Charging Station awarded to it under this Agreement, a free subscription for the ChargePoint Commercial Service Plan that will expire four years after the installation of the Charging Station (the "Subscription Period"). Subscriber's use of the ChargePoint Commercial Service Plan will be subject to all of the terms and conditions of the Master Services and Subscription Agreement previously executed by and between the Parties. As a part of Subscriber's obligations under this Agreement, Subscriber must keep the Charging Stations connected to the ChargePoint Network throughout the entire Subscription Period. ChargePoint offers various other services, such as billing services. ChargePoint assesses transaction fees when collecting payment using the charging station. These payment transaction fees are not covered by the NYSERDA grant and must be paid by the subscriber. All of such services are subject to ChargePoint's standard terms and conditions.
7. **Access to Information.** Subscriber acknowledges that Leviton may collect Data (as defined in the Master Services Agreement) from the Charging Station and provide such Data to NYSERDA and such other participants and partners of Leviton in the Program as Leviton shall determine necessary. Subscriber acknowledges that the Data may be used by any of the above-described persons for reasonable purposes, including, without limitation, analyzing usage and charging patterns, the effectiveness of infrastructure put in place to meet the needs of drivers of electric vehicles, and the efficacy of the Program. Using the ChargePoint station management software, Subscriber must grant rights to NYSERDA and any entity identified by NYSERDA as authorized to receive information regarding the charging station. Subscriber's performance of this Agreement is a material condition to Leviton's willingness to enter into this Agreement with Subscriber and provide the Charging Stations hereunder. Subscriber agrees to provide its reasonable cooperation and assistance to Leviton, so that Leviton can successfully conduct its testing and collect Data from Subscriber, the Charging Stations, and the public electric vehicle infrastructure utilized by Subscriber and others.
8. **Certain Rights of NYSERDA.** Notwithstanding the fact that Subscriber is being awarded the Charging Station under the Program, the Subscriber acknowledges that NYSERDA may reclaim title to the Charging Stations in the event (i) Subscriber does not comply with its obligations under this Agreement or (ii) it becomes illegal for Subscriber to hold title to the Charging Stations. In the event that it becomes illegal for Subscriber to hold title to the Charging Stations, Subscriber will reasonably cooperate in finding alternative owners for such Charging Stations.
9. **No Right to Remove, Move or Sell the Charging Stations.** The Charging Stations may not be sold, retired, disposed of, removed or moved from their place of installation, prior to the fourth anniversary of their installation, without the prior

written consent of Leviton and NYSERDA.

10. **Failure to Comply with Terms of the Program.** In the event that Subscriber fails to comply with the material terms of the Program, including, but not limited to (i) the use of a Leviton Authorized Installer (ii) providing the required documentation of the installation costs, and (iii) providing for public access to the Charging Station(s), Subscriber shall be liable to Leviton in the manner set forth in Section 3(a) of this Agreement. If Subscriber fails in a material respect to comply with the Program requirements or cure within thirty (30) days of receiving a demand notice from Leviton, Leviton reserves the right to repossess the Charging Station(s) Subscriber received under the Program. All charging Stations returned or reclaimed by Leviton shall be subject to a restocking fee equal to twenty percent (20%) of the value of the Charging Stations. The Subscriber will also pay for the shipping costs.
11. **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.
12. **Insurance.** Leviton shall procure and maintain during the term of this Agreement a policy of commercial general liability insurance, including contractual coverage, in an amount not less than Two Million Dollars (\$2,000,000.00), combined single limit for bodily injury and property damage per occurrence.

Leviton shall provide to College a certificate of insurance evidencing compliance with the above said insurance policy requirement. Such certificate of insurance shall name Suffolk County Community College and the County of Suffolk as additional insureds. Such certificate shall provide for Suffolk County Community College and the County of Suffolk to be certificate holders and to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change.

13. **Indemnification and Limitation of Liability.** Leviton, to the extent permitted by law, agrees that it shall indemnify and hold harmless the College and the County of Suffolk ("County") and their officers, officials, employees and consultants from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the negligent acts or omissions of LEVITON in connection with the services described or referred to in this Agreement. Leviton shall defend the College and the County and their officers, officials, employees and consultants, in any suit, including appeals arising out of negligent acts or omissions of Leviton, or at the College and /or County's option, pay reasonable attorney's fees for defense of any such suit arising out of the negligent acts or omissions of Leviton, its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.

The College and/or County, to the extent permitted by law, agrees to indemnify and hold Leviton harmless from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the negligent acts or omissions of the College in connection with the services described or referred to in this Agreement. College shall defend Leviton and its officers, officials, employees and consultants, in any suit, including appeals arising out of negligent acts or omissions of the College, or at Leviton's option, pay reasonable attorney's fees for defense of any such suit arising out of the negligent acts or omissions of the College, its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.

14. **Waiver.** Either Party's failure at any time to require the other Party's performance of any obligation under this Agreement will in no way affect the full right to require such performance at any time thereafter. Either Party's waiver of a breach of any provision of this Agreement will not constitute a waiver of the provision itself. Either Party'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 an authorized representative of a Party. Any such waiver will be effective only with respect to the specific instance and for the specific purpose given.
15. **Applicable law.** This Agreement will be construed, and performance will be determined, according to the laws of the State of New York without reference to such state's principles of conflicts of law. The parties agree to bring any action to construe, interpret or enforce this Agreement in a New York State court of competent jurisdiction.
16. **Severability.** Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either Subscriber or Leviton 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, Subscriber and Leviton or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby.

17. **Assignment.** Neither Party may assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other Party except, however, that either Party may assign this Agreement to an Affiliate (as defined in the Master Services Agreement).
18. **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.
19. **Merger, Integration and Priority.** This Agreement constitutes the entire agreement of the parties and all previous communications between the parties, whether written or oral, with reference to the subject matter of the contract are hereby superseded. To the extent of any conflict or inconsistency between the terms, conditions and counterparts of this Agreement, such inconsistency or conflict shall be resolved by giving precedence to the documents in the following order: ((1) This Agreement; (2) Appendix B, NYSEERDA Contract Pricing Proposal Form; (3) Appendix C, Charging Station Specifications; and (4) Appendix A, Location of Installation.
20. **NYSEERDA Requirements.** The following requirements are imposed upon Subscriber under and pursuant to the terms of the Grant:
 - (a) All agreements between Subscriber and Subscriber's installer shall be provided to Leviton so that Leviton may obtain approval of such contracts from NYSEERDA. No installation shall begin until the contract therefore has received approval from NYSEERDA.
 - (b) Installation of the Charging Station, and its operation, will be conducted in compliance with all Program rules and local, New York State and federal laws and regulations.
 - (c) Subscriber shall keep the Charging Station operational for a period of four (4) years from the date of installation. This requirement may be assigned only with the prior written approval of Leviton and NYSEERDA.
 - (d) Leviton and NYSEERDA shall have approved the proposed location for the installation of Subscriber's Charging Station prior to the installation thereof.
 - (e) In the event that Subscriber does not own the location at which a Charging Station is to be installed, Subscriber shall enter into a site agreement with the site owner pursuant to an agreement in form and substance satisfactory to Leviton.
 - (f) Subscriber shall provide site plans for the EVSE installation.
 - (g) Subscriber shall provide Leviton with detailed documentation, including, without limitation, invoices and canceled checks, of all costs incurred in installing the Charging Station.
 - (h) Subscriber shall permit applicable NYSEERDA approved signage with the Charging Stations.
21. As a condition to Subscriber's receipt of the benefits provided under the Station Award Agreement, Subscriber hereby agrees to the following:
 - A. Subscriber agrees to allow NYSEERDA to take and use photographs of the charging stations and to use the data collected from such stations for the purpose of publicizing the program under which the charging stations were granted.
 - B. Subscriber acknowledges that NYSEERDA has provided funding to support the installation of the charging stations. Subscriber acknowledges and agrees that NYSEERDA shall have no liability to Subscriber relating to the installation and operation of the charging stations or otherwise relating to the Station Award Agreement or this Addendum, and that all such liability and responsibility shall be between Subscriber and ChargePoint.
 - C. Subscriber "self-retains" funds for the payment of damages it may cause. To the extent funds are appropriated, such funds will be made available for the payment of any judgment rendered against the Subscriber for damage or injury it may cause. Annually, the Suffolk County legislature appropriates these funds. Any judgments against Subscriber are paid out of such appropriation. Under the Suffolk County Code, the College is liable for damage of injury arising out of the acts of its officers and employees, acting within the scope of their employment. To the extent any such person has been determined to have caused injury, appropriated funds are available for payment of a judgment.
 - D. In accordance with Section 8 of the Station Award Agreement, title to the charging station shall vest in Subscriber, provided that, NYSEERDA retains a reversionary right to the charging station as described in Paragraph 8 of this Agreement, and Leviton retains a reversionary right as described in Paragraphs 3(b) and 10 of this Agreement.

- E. The Subscriber hereby acknowledges that NYSERDA and the County of Suffolk are intended third party beneficiaries of the Station Award Agreement including the modifications herein.
22. **Contractor Responsibility.** (a) *General Responsibility.* Leviton shall at all times during the term of this Agreement remain responsible. Leviton agrees, if requested by the Subscriber, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. (b) *Suspension of Work for Non-Responsibility.* Subscriber, in its sole discretion, reserves the right to suspend any or all activities under this Agreement at any time when it discovers information that calls into question the responsibility of Leviton. In the event of such suspension, Leviton will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, Leviton must comply with the terms of the suspension order. Activity under this Agreement may resume at such time as Subscriber issues a written notice authorizing a resumption of performance under the Agreement. (c) *Termination for Non-Responsibility.* Upon written notice to Leviton and a reasonable opportunity to be heard with appropriate College officials or staff, this Agreement may be terminated by Subscriber at Leviton's expense, where Leviton Contractor is determined by Subscriber to be non-responsible. In such event, the Subscriber may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.
23. **Term and Termination.** This Agreement shall commence upon execution by the parties, and shall continue in full force and effect for a period of four (4) years following the completion of the installation of the Charging Station. This Agreement may be terminated by Subscriber, for any of the following reasons: (a) Convenience: This Agreement may be terminated at any time upon receipt of thirty (30) days prior written notice given by the College for unavailability of funds. (b) Event of default: Except as otherwise provided in this Agreement, in the event Leviton's Services are deemed unsatisfactory, due to negligence of Leviton, its officers, employees, subcontractors, agents, licensees, licensors, or affiliates, the College will send a written cure notice to Leviton in accordance with the Notice provisions herein. Leviton shall have thirty (30) days to correct the deficiencies noted. If the deficiencies are not corrected, the College may terminate this Agreement immediately upon written notice.
24. **Cancellation Provision.** If this agreement is canceled due to the provisions of Section 21, then the charge station should be immediately returned to Leviton.
25. **Confidentiality.** The parties agree that unless otherwise indicated, all information generated in whole or in part or in existence to be used for the purposes of this Agreement (whether written, printed, graphic or electronically recorded materials) is the proprietary confidential information of the disclosing party. Leviton acknowledges that this Agreement is subject to the New York State Freedom of Information Law ("FOIL") as set forth in Article 6 of the New York State Public Officers Law, and that only Leviton's proprietary information that satisfies the requirements of §87(2)(d) of the Public Officers Law shall be excepted from disclosure there under. Subject to FOIL, Leviton's proprietary information may include all non public information relating to its obligations under this Agreement. Leviton may identify the portions of this Agreement that it deems proprietary. Leviton's proprietary information which includes trade secrets information owned by Leviton shall remain unpublished, except where publication is required by applicable law. Leviton shall inform its employees when it believes that its employees are being given trade secrets information under New York State Public Officers Law. To the extent that the information is managed by Subscriber and to the extent applicable to Subscriber, Subscriber's disclosure of such confidential information to third parties under this Agreement shall be in accordance with § 87 of New York State Public Officers Law.
26. **Dispute Resolution.** Except as otherwise provided in this Agreement, any dispute arising under this Agreement shall be amicably resolved by the parties. If the parties are unable amicably to resolve the dispute within thirty (30) days, then either party may seek legal or equitable redress.
27. **Notice.** Any notice to parties hereunder must be in writing, signed by the party giving it and shall be served either personally or by registered mail, return receipt requested, addressed as follows:

TO Subscriber:

Nicholas Palumbo
Executive Director of Sustainability Programs
Suffolk County Community College
121 Speonk-Riverhead Road
Riverhead, NY 11901

TO Leviton:

Mike Mattei
VP/GM Commercial and Industrial
201 North Service Road
Melville, NY 11747

or to such other addressee as may be hereafter designated by notice. All notices become effective only when received by the addressee.

28. **Parties' Relationship.** The relationship of Leviton to Subscriber arising out of this Agreement shall be that of an independent contractor. Leviton is solely responsible for the payment of salary (including tax withholding), workers compensation, disability benefits, and all other benefits for its employees. Employees supplied by either party in performance of this Agreement shall not for any purpose be considered employees or agents of the other party. Each party shall be solely responsible for supervision, daily direction and control of its employees in the performance of this Agreement.

Leviton Manufacturing, Co.,
Inc.

SUFFOLK COUNTY COMMUNITY COLLEGE

By: Mike Mattei
(Signature)

By: Shaun L. McKay
(Signature)

Name: Michael Mattei

Name: DR. SHAUN L. MCKAY

Title: VP & General Manager

Title: PRESIDENT

Date: 10-20-14

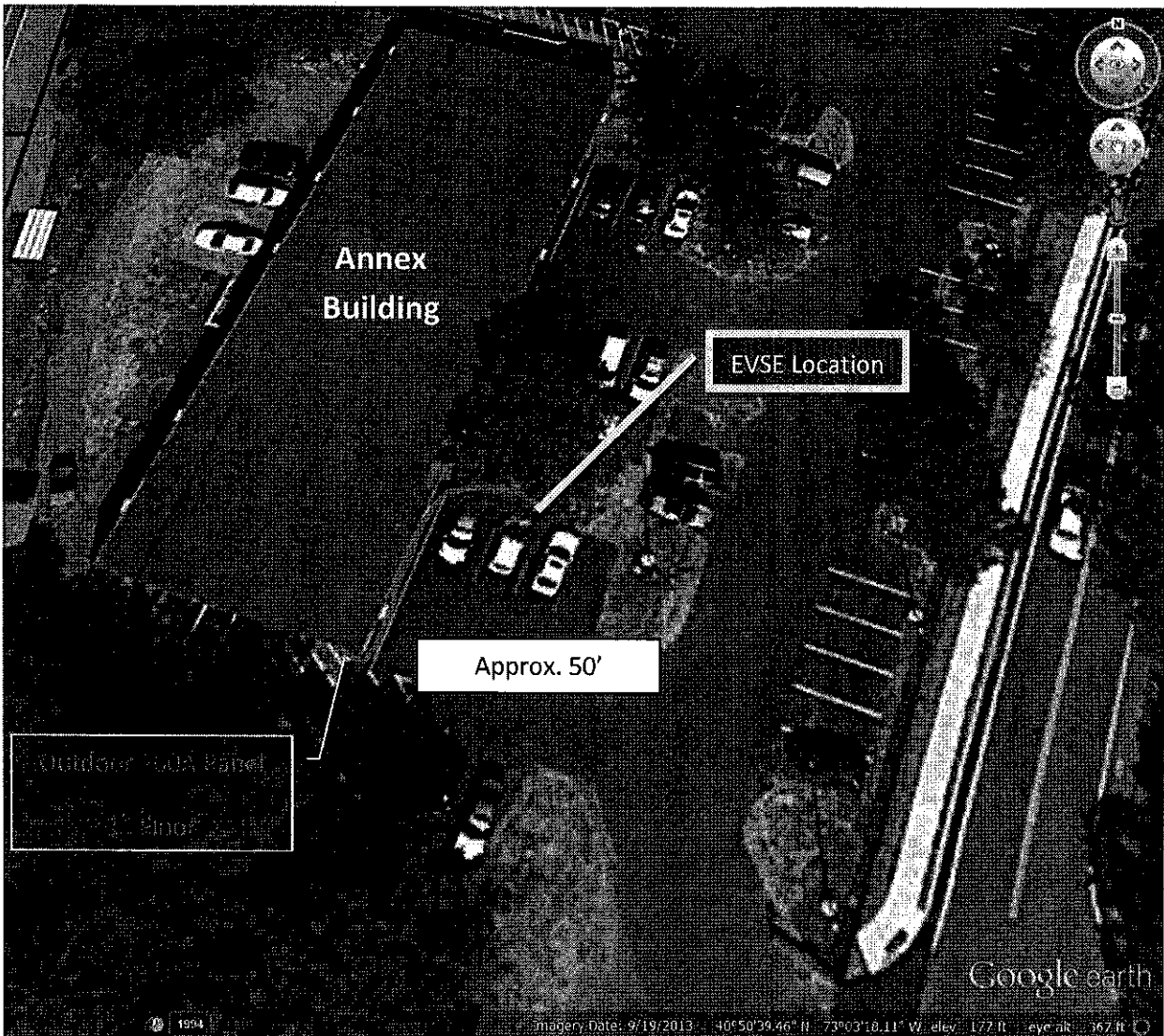
Date: 10/24/14

Site Plan

Suffolk County Community College – Ammerman Campus

533 College Rd., Selden, N.Y. 11784

Annex Building Parking Lot

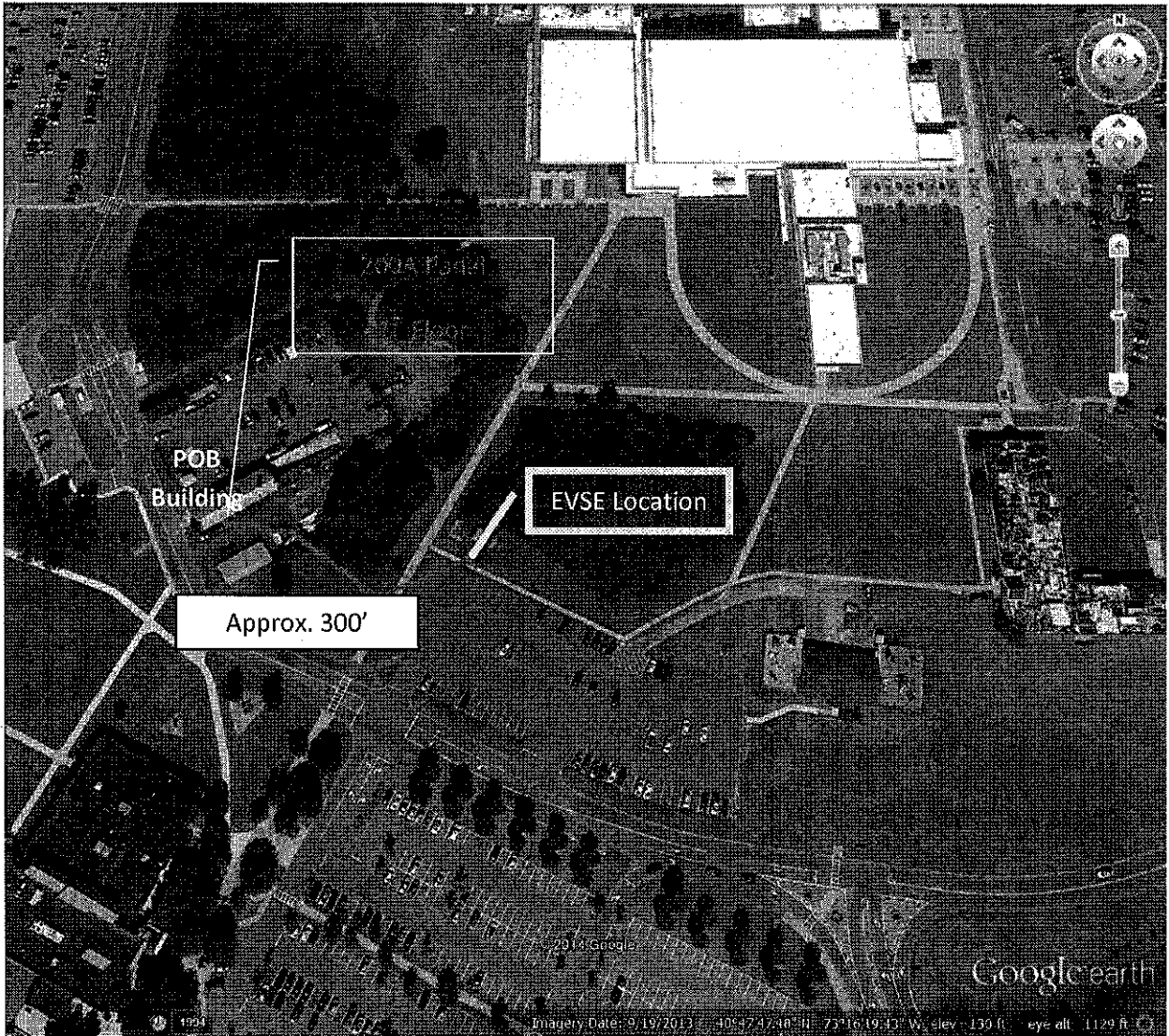


Site Plan

Suffolk County Community College – Grant Campus

Crooked Hill Road, Brentwood N.Y. 11901

Parking Field #3



Site Plan

Suffolk County Community College – Eastern Campus

121 Speonk-Riverhead Rd., Riverhead, N.Y. 11901

Parking Field #1



Appendix B

NYSERDA ChargePoint Reimbursement Form

This form is part of a process required to receive New York State Energy Research & Development Authority (NYSERDA) reimbursement for Leviton ChargePoint stations. The select contractors must complete and return this form to NMiller@leviton.com. This document may not be distributed or released without prior written consent from Leviton Manufacturing.

Reimbursement Form Instructions Please fill out orange fields below, sign and date at the bottom and return to NMiller@leviton.com
Solicitation/Contract No. PON 2301

GENERAL INFORMATION

CONTRACTOR INFORMATION

END USER INFORMATION

Contractor Name: All Service Electric, Inc.		Project Name: S000 Selden Campus	
Contractor Address: 57 Aberdeen Rd.		Installation Site Address: S000 Amherst Campus	
Contractor City: Smithtown		Installation Site City: Selden	
Contractor Zip Code: 11796		Installation Site Zip Code: 11784	
Has any executive agency of the U.S. government performed any review of your records in connection with any prime contract or subcontract within the past twelve months? Please Select: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If Yes, identify:		End User Name: Suffolk County Community College	
		End User Address: 121 Selden (Amherst) Rd.	
		End User City: Riverhead	
		End User Zip Code: 11901	

REIMBURSEMENT INFORMATION

STATION COST DETAILS

Quantity	Item	Total Cost: 100%	Reimbursement: 85%	End User Cost: 15%
2	Dual Port Level 2 Charging Station #CTHG2-0NS	\$ 13,962.00	\$ 11,867.70	\$ 2,094.30
	ChargePoint Software	\$ 3,860.00	\$ 3,281.00	\$ 579.00
Total Product Costs		\$ 17,822.00	\$ 15,148.70	\$ 2,673.30

IMPORTANT: For below categories if the total labor cost maximum reimbursement of \$2,975 is not entirely used the difference will be applied to total extra installation costs. If maximum reimbursement is exceeded in either category the end user is responsible for all additional costs incurred.

LABOR COST DETAILS

Name/Title	Hours	Rate per Hour	Total Cost: 100%	Reimbursement: 85% Max Reimbursement of \$5,950	End User Cost: 15% or more More if additional costs incurred
Foreman	40	\$ 83	\$ 3,320.00	\$ 2,822.00	\$ 498.00
Mechanic	40	\$ 82	\$ 3,280.00	\$ 2,788.00	\$ 492.00
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
Total Labor Costs			\$ 6,600.00	\$ 5,610.00	\$ 990.00

EXTRA INSTALLATION COST DETAILS

Sequence	Item	Total Cost: 100%	Reimbursement: 0% or 85%	End User Cost: 100%
			Reminder of Reimbursement: \$ 340.00	
1	Associated installation materials	\$ 2,900.00	\$ 340.00	\$ 2,560.00
2			\$ -	\$ -
3			\$ -	\$ -
4			\$ -	\$ -
5			\$ -	\$ -
6			\$ -	\$ -
7			\$ -	\$ -
8			\$ -	\$ -
9			\$ -	\$ -
10			\$ -	\$ -
11			\$ -	\$ -
12			\$ -	\$ -
Total Extra Installation Costs		\$ 2,900.00	\$ 340.00	\$ 2,560.00

REIMBURSEMENT TOTALS

Type of Cost	Total Cost	Reimbursement	End User Cost
Total Station Costs	\$ 17,822.00	\$ 15,148.70	\$ 2,673.30
Total Labor Costs	\$ 6,600.00	\$ 5,610.00	\$ 990.00
Total Extra Installation Costs	\$ 2,900.00	\$ 340.00	\$ 2,560.00
Permit			
New York State Tax 8.625%			
Total Estimated Project Costs	\$ 27,322.00	\$ 21,098.70	\$ 6,223.30

This proposal reflects our best estimates as of this date, in accordance with the instructions to proposers.

 Typed Name and Title:

 Signature:

 Date:

NYSERDA ChargePoint Reimbursement Form

This form is part of a process required to receive New York State Energy Research & Development Authority (NYSERDA) reimbursement for Leviton ChargePoint stations. The select contractors must complete and return this form to NMiller@leviton.com. This document may not be distributed or released without prior written consent from Leviton Manufacturing.

Reimbursement Form Instructions: Please fill out orange fields below, sign and date at the bottom and return to NMiller@leviton.com
 Solicitation/Contract No.: PON 2301

GENERAL INFORMATION

CONTRACTOR INFORMATION

END USER INFORMATION

Contractor Name: All Service Electric		Project Name: SCCC Brentwood Campus	
Contractor Address: 57 Aberdeen Road		Installation Site Address: Michael Grant Campus	
Contractor City: Smithtown		Installation Site City: Brentwood	
Contractor Zip Code: 11787		Installation Site Zip Code: 11717	
Has any executive agency of the U.S. government performed any review of your records in connection with any prime contract or subcontract within the past twelve months? If yes - identify:	Please Select: NO		End User Name: Suffolk County Community College
			End User Address: 121 Speonk Riverhead Rd
			End User City: Riverhead
		End User Zip Code: 11901	

REIMBURSEMENT INFORMATION

STATION COST DETAILS

Quantity	Item	Total Cost: 100%	Reimbursement: 85%	End User Cost: 15%
2	Dual Port Level 2 Charging Station #CTHG2-ONS	\$ 13,962.00	\$ 11,867.70	\$ 2,094.30
2	ChargePoint Software	\$ 3,860.00	\$ 3,281.00	\$ 579.00

Total Product Costs	\$ 17,822.00	\$ 15,148.70	\$ 2,673.30
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(IMPORTANT: For below categories if the total labor cost maximum reimbursement of \$2,975 is not entirely used the difference will be applied to total extra installation costs. If maximum reimbursement is exceeded in either category the end user is responsible for all additional costs incurred.)

LABOR COST DETAILS

Name / Title	Hours	Rate per Hour	Total Cost: 100%	Reimbursement: 85% Max Reimbursement of \$6,950	End User Cost: 15% or more More if additional costs incurred
Foreman	64	89	\$ 5,312.00	\$ 4,515.20	\$ 796.80
Mechanic	64	82	\$ 5,248.00	\$ 1,434.80	\$ 3,813.20
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -

Total Labor Costs	\$ 10,560.00	\$ 5,950.00	\$ 4,610.00
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EXTRA INSTALLATION COST DETAILS

Sequence	Item	Reminder of Reimbursement: \$	Total Cost: 100%	Reimbursement: 0% or 85%	End User Cost: 100%
1	Assorted Installation Materials	\$ 13,000.00	\$ 13,000.00	\$ -	\$ 13,000.00
2		\$ -	\$ -	\$ -	\$ -
3		\$ -	\$ -	\$ -	\$ -
4		\$ -	\$ -	\$ -	\$ -
5		\$ -	\$ -	\$ -	\$ -
6		\$ -	\$ -	\$ -	\$ -
7		\$ -	\$ -	\$ -	\$ -
8		\$ -	\$ -	\$ -	\$ -
9		\$ -	\$ -	\$ -	\$ -
10		\$ -	\$ -	\$ -	\$ -
11		\$ -	\$ -	\$ -	\$ -
12		\$ -	\$ -	\$ -	\$ -

Total Extra Installation Costs	\$ 13,000.00	\$ -	\$ 13,000.00
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REIMBURSEMENT TOTALS

Type of Cost	Total Cost	Reimbursement	End User Cost
Total Station Costs	\$ 17,822.00	\$ 15,148.70	\$ 2,673.30
Total Labor Costs	\$ 10,560.00	\$ 5,950.00	\$ 4,610.00
Total Extra Installation Costs	\$ 13,000.00	\$ -	\$ 13,000.00
Permit			
New York State Tax 8.625%			
Total Estimated Project Costs	\$ 41,382.00	\$ 21,098.70	\$ 20,283.30

This proposal reflects our best estimates as of this date, in accordance with the instructions to proposers.

Typed Name and Title:

Signature:

Date:

NYSERDA ChargePoint Reimbursement Form

This form is part of a process required to receive New York State Energy Research & Development Authority (NYSERDA) reimbursement for Leviton ChargePoint stations. The select contractors must complete and return this form to NMiller@leviton.com. This document may not be distributed or released without prior written consent from Leviton Manufacturing.

Reimbursement Form Instructions Please fill out orange fields below, sign and date at the bottom and return to NMiller@leviton.com
Solicitation/Contract No. PON 2301

GENERAL INFORMATION

CONTRACTOR INFORMATION

END USER INFORMATION

Contractor Name: All Service Electric, Inc.	Project Name: SCCC Riverhead Campus
Contractor Address: 67 Aberdeen Rd.	Installation Site Address: SCCC Eastern Campus
Contractor City: Smithtown	Installation Site City: Riverhead
Contractor Zip Code: 11787	Installation Site Zip Code: 11901
Has any executive agency of the U.S. government performed any review of your records in connection with any prime contract or subcontract within the past twelve months? Please Select NO	End User Name: Suffolk County Community College
If yes, identify:	End User Address: 121 Spoonk Riverhead Rd.
	End User City: Riverhead
	End User Zip Code: 11901

REIMBURSEMENT INFORMATION

STATION COST DETAILS

Quantity	Item	Total Cost: 100%	Reimbursement: 85%	End User Cost: 15%
2	Dual Port Level 2 Charging Station #CTHG2-ONS	\$ 13,962.00	\$ 11,867.70	\$ 2,094.30
2	ChargePoint Software	\$ 3,860.00	\$ 3,281.00	\$ 579.00
Total Product Costs		\$ 17,822.00	\$ 15,148.70	\$ 2,673.30

IMPORTANT: For below categories if the total labor cost maximum reimbursement of \$2,975 is not entirely used the difference will be applied to total extra installation costs. If maximum reimbursement is exceeded in either category the end user is responsible for all additional costs incurred.

LABOR COST DETAILS

Name / Title	Hours	Rate per Hour	Total Cost: 100%	Reimbursement: 85% Max Reimbursement of \$5,950	End User Cost: 15% or more More if additional costs incurred
Foreman	64	83	\$ 5,312.00	\$ 4,515.20	\$ 796.80
Mechanic	64	82	\$ 5,248.00	\$ 1,434.80	\$ 3,813.20
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
Total Labor Costs			\$ 10,560.00	\$ 5,950.00	\$ 4,610.00

EXTRA INSTALLATION COST DETAILS

Sequence	Item	Reminder of Reimbursement: Total Cost: 100%	Reimbursement: 0% or 85%	End User Cost: 100%
1	Assorted Installation Material	\$ 10,200.00	\$ -	\$ 10,200.00
2		\$ -	\$ -	\$ -
3		\$ -	\$ -	\$ -
4		\$ -	\$ -	\$ -
5		\$ -	\$ -	\$ -
6		\$ -	\$ -	\$ -
7		\$ -	\$ -	\$ -
8		\$ -	\$ -	\$ -
9		\$ -	\$ -	\$ -
10		\$ -	\$ -	\$ -
11		\$ -	\$ -	\$ -
12		\$ -	\$ -	\$ -
Total Extra Installation Costs		\$ 10,200.00	\$ -	\$ 10,200.00

REIMBURSEMENT TOTALS

Type of Cost	Total Cost	Reimbursement	End User Cost
Total Station Costs	\$ 17,822.00	\$ 15,148.70	\$ 2,673.30
Total Labor Costs	\$ 10,560.00	\$ 5,950.00	\$ 4,610.00
Total Extra Installation Costs	\$ 10,200.00	\$ -	\$ 10,200.00
Permit			
New York State Tax 8.625%			
Total Estimated Project Costs	\$ 38,582.00	\$ 21,098.70	\$ 17,483.30

This proposal reflects our best estimates as of this date, in accordance with the instructions to proposers.

Typed Name and Title:

Signature:

Date:

Product Bulletin for
Dual Port Level 2 Charging Station

LEVITON®

evr-green™ Dual Port Level 2 Network Charging Stations

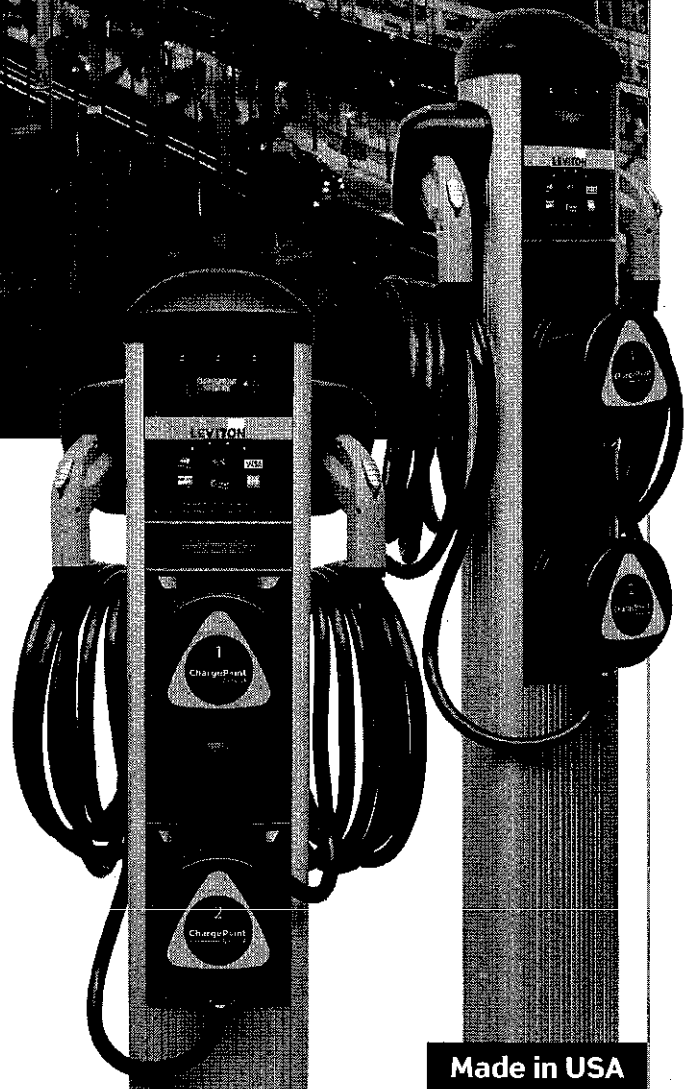
For Public Applications



Leviton's Evr-Green™ Public Use Charging Stations offer municipalities, corporations, fleets, and utilities, high-reliability, plug-in electric vehicle charging that drivers prefer. The easy-to-use stations integrate aesthetics and ergonomics with sturdy construction—ideal for commercial and outdoor public applications.

The Evr-Green™ Dual Port Level 2 charging station can charge two vehicles simultaneously. It is a dual output station providing 7.2 kW (208/240 V @ 30 A) to each of the two charging ports. The station supports Level 2 charging only and is designed for the North American marketplace. Charging is delivered via a standard SAE J1772™ connector and 18 or 23-foot cable.

To enhance safety and eliminate energy theft, drivers access and energize the station using 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 to drivers.



ChargeP*int™
Network

Made in USA

Features/Benefits

ChargePoint Network Features:

ChargePoint enabled stations communicate with the ChargePoint Network via cellular modem. Data lines are not required when installing these stations. These stations utilize the ChargePoint Network for the following functions:

- **Remote Monitoring and Troubleshooting** - Charging sessions can be started from remote and a station can be re-booted from remote.
 - 24x7x365 EV Driver Support via a Toll-Free Phone Number printed on each station.
- **Restricted Access** via ChargePass card, RFID contactless credit card, or the Toll-free phone number printed on each station.
 - PCI Compliant Payment Collection and Processing via ChargePass card or RFID contactless credit card.
- **Flexible Software for Setting Usage Fees** - Station Managers can charge usage fees per hour or per session. A very flexible system, usage fees may be different across stations.
- **Mobile Applications for iPhone and Blackberry** - These applications enable drivers to quickly locate stations, reserve a station, identify the payment scheme, and track their charging sessions.
- **Mobile Alert System** - EV drivers, Fleet Vehicle Drivers, or Valet Station Operators using a ChargePass card can receive text messages or email alerts regarding charging status such as: Charging Successfully, Finished Charging, Plug-Out at the Station, and Ground Fault Interruption at Station.
- **Easy-to-Operate Access Control and Pricing** - Using the ChargePass cards, station managers can restrict usage on the station to only certain card holders. Station managers can also set preferential pricing scenarios on the station for drivers using the ChargePass card.
- **On-line Station Management Software** - Real-time reporting for each charging station: Reports power consumed for each charging session, Session start and stop time, Payment Collected, and Events which have occurred on the station. Enables station managers to set pricing per station. Pricing may be set per hour or per session and change according to time-of-day.
- **Fleet Management** with the optional Fleet Manager software. This software enables Fleet Managers to view which vehicles are charging, receive alerts regarding charging status, and produce fleet reports including greenhouse gas emission reduction.

ChargePoint enabled stations require subscription to the ChargePoint Network. The ChargePoint Network is an annual subscription program.

Dual Port Level 2 Public Use Station Hardware Features:

- **Compact Design** - A Dual Port, networked station with the smallest footprint. Takes up less space and charges two vehicles from one mounting location.
- **Smart Card Readers** - Integrated RFID readers that accept ChargePass cards or contactless credit cards. Provides optional driver billing and custom access control, preventing electricity theft and enhancing safety.
- **Segmented Construction for Fast and Easy Installation or Repair** - Mounting assembly, cable assemblies, and the head are separate segments. This makes it easy to stage installation and replace segments without sacrificing the full station.
- **Intelligent Power Control** - Algorithms ensure power is delivered only when a driver is authorized and the SAE J1772™ connector is properly seated in the vehicle's mating inlet.
- **Vacuum Fluorescent Display with Multiple Language Support** - Bright, easy-to-read display provides user instructions, station status, and text advertising messages. The display can support alternate languages.
- **Utility Grade Energy Meter** - Integrated power metering circuitry provides accurate bi-directional energy measurement.
- **Integrated Fault Detection** -
 - Ground Fault Detection circuitry with auto retry and driver notification to ChargePass card users.
 - Over-Current Detection: Disconnects power to prevent nuisance breaker trips at service panel. Unit will auto-retry and notify ChargePass card users.
- **Network Interface** - Wireless mesh and cellular network interfaces allow seamless integration with back office business systems or utility Advanced Metering Infrastructures (AMIs).
- **Smart Grid Compatible** - Utility grade meter and smart-grid interfaces enable demand response and Time-Of-Use (TOU) pricing.
- **Locking Holster** - Ideal for publicly accessible environments. SAE J1772™ connector electromechanically locks in to the holster. Station releases the connector when a driver is authorized to use it. The locking holster keeps the SAE J1772™ connector in the holster and off the pavement between charging sessions.

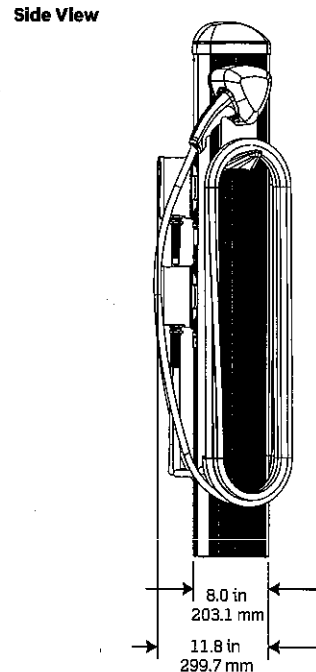
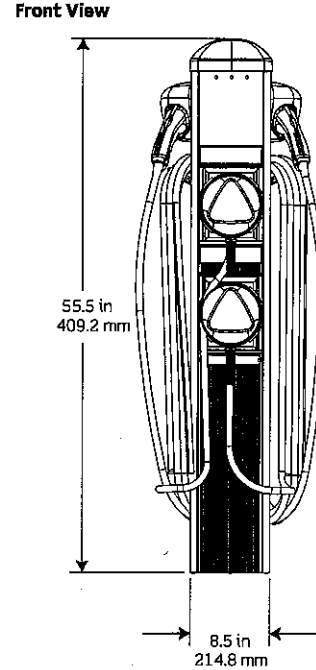
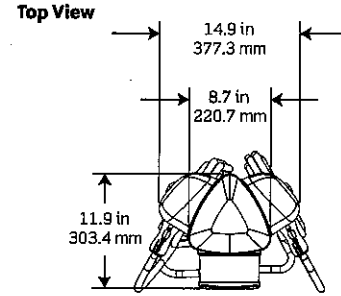
Listed by Underwriters Laboratories Inc.



Specifications

Electrical Input - Two Independent 40 Amp Branch Circuits	
Input Power Per Charging Port	7.2 kW
Input Voltage Per Charging Port	208/240 VAC
Input Current Per Charging Port	30 A
Input Power Connections	Two independent 40 A branch circuits, each providing Line 1 and Line 2, and a single protective Earth conductor
Recommended Service Panel Breaker Per Charging Port	40 A double pole breaker (non-GFCI type) on dedicated circuit
Standby Power	7 W typical
Electrical Output	
Output Charging Power Per Charging Port	7.2 kW
Output Voltage Per Charging Port	240 VAC
Output Current Per Charging Port	30 A
Output Charging Connector Per Charging Port	SAE J1772™ EV Connector on 18 or 23-foot (7.62 m) cable
Functional Interfaces	
Card Reader	ISO 15693, 14443
Ground Fault Detection	20 mA CCID with auto retry (15 minute delay, 3 tries)
Plug-Out Detection	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 GPRS cellular data network
Safety and Operational Ratings	
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. 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 Type 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.

Dimensions

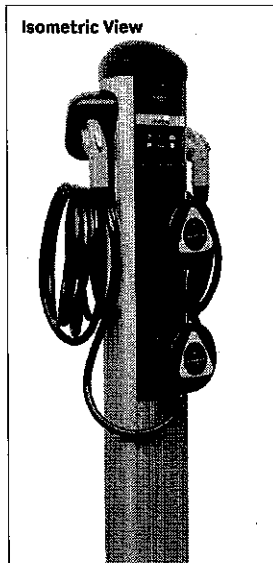
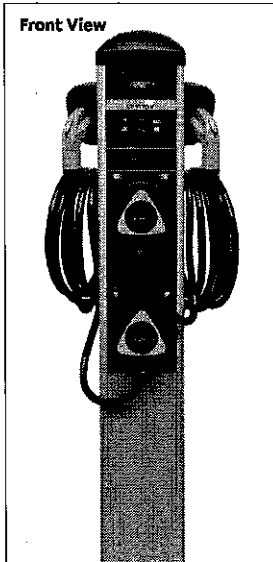


evr-green™ Level 2 Charging Stations

Evr-Green Level 2 Charging Stations are comprised of three sections:

- Mounting Mechanism
- Cable Assembly
- Head Unit

To order a Level 2 Charging Station, select a mounting mechanism, cable assembly, and head unit. A complete system must contain items from each system section.



Mounting Mechanism - Dual Port Level 2 Public Use Station	
There is only one mounting mechanism for the Dual Port Level 2 Public Use Station.	

18-Foot Cable Ordering Information

Bollard / Pedestal Mounting	
CTMB2-N	Bollard Mounting System for Dual Port Level 2 Only Public Use Stations
Cable Assembly - Dual Port Level 2 Public Use Station	
The Dual Port Level 2 Public Use Station requires TWO cable assemblies. Must purchase BOTH cable assembly catalogue numbers for a complete station.	
CTCL1-N18	30A Locked Cable Assembly for Charging Port Number 1. Use only with Dual Port Level 2 Public Use Stations. Includes 18ft cable, J1772 connector, and connector holster. This cable assembly can't be interchanged with CTCL2-N18 or CTCLX-30*.
CTCL2-N18	30A Locked Cable Assembly for Charging Port Number 2. Use only with Dual Port Level 2 Public Use Stations. Includes 18ft cable, J1772 connector, and connector holster. This cable assembly can't be interchanged with CTCL1-N18 or CTCLX-30*.
Head Unit - Dual Port Level 2 Public Use Station	
CTHG2-NS	GPRS Gateway Head Unit for Dual Port Level 2 Only Stations. Includes GPRS SIM for USA, ChargePass card reader, and Contactless Credit Card RFID reader. US Only. Includes one year of ChargePoint commercial network services for each Level 2 port. Activation requires submission of Master Service Agreement.

* Limited quantities available

23-Foot Cable Ordering Information

Bollard / Pedestal Mounting	
CTMB2-N	Bollard Mounting System for Dual Port Level 2 Only Public Use Stations
Cable Assembly - Dual Port Level 2 Public Use Station	
The Dual Port Level 2 Public Use Station requires TWO cable assemblies. Must purchase BOTH cable assembly catalogue numbers for a complete station.	
CTCL1-N30	30A Locked Cable Assembly for Charging Port Number 1. Use only with Dual Port Level 2 Public Use Stations. Includes 23ft cable, J1772 connector, and connector holster. This cable assembly can't be interchanged with CTCL2-N18 or CTCLX-30*.
CTCL2-N30	30A Locked Cable Assembly for Charging Port Number 2. Use only with Dual Port Level 2 Public Use Stations. Includes 23ft cable, J1772 connector, and connector holster. This cable assembly can't be interchanged with CTCL1-N18 or CTCLX-30*.
Head Unit - Dual Port Level 2 Public Use Station	
CTHG2-NS	GPRS Gateway Head Unit for Dual Port Level 2 Only Stations. Includes GPRS SIM for USA, ChargePass card reader, and Contactless Credit Card RFID reader. US Only. Includes one year of ChargePoint commercial network services for each Level 2 port. Activation requires submission of Master Service Agreement.

* Limited quantities available

Charging Station Software	
All public use charging stations include four years of ChargePoint Network Service including payment collection. The service includes online software which provides station owners with real-time station monitoring, station reporting, and billing software. To use the ChargePoint Network Services, station owners must complete ChargePoint's Master Service & Subscription Agreement.	

Leviton Manufacturing Co., Inc.
201 N Service Rd, Melville, NY 11747

Leviton Manufacturing of Canada, Ltd.
165 Hymus Blvd, Pointe-Claire, QC H9R 1E9

Leviton S. de R.L. de C.V.
Lago Tana 43, Col. Huichapan, Miguel Hidalgo, CP 11290 México DF

For more information call 1-877-338-7473 or visit us at leviton.com/evrgreen

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Specifications subject to change without notice. ChargePoint is a registered trademark of Coulomb Technologies, Inc.



INSURANCE REQUIREMENTS FOR CONTRACTORS AND SERVICE PROVIDERS

Prior to the start of any work, all contractors and all subcontractors (such as cleaning services, guard services, temporary employment agencies, plumbing services, electricians, etc.) are required, at their own expense to procure and maintain the minimum insurance in forms and with insurance companies acceptable to Leviton as set forth below. The attached Indemnification /Hold Harmless Agreement must be made a part of all agreements Leviton reserves the right to require higher limits for contractors engaged in work involving significant capital expenditure or high risk activity. Coverage is to remain in effect until final completion and acceptance of the work.

- Commercial General Liability
Limits: \$1,000,000 each occurrence and \$2,000,000 aggregate
Coverage to include:
 - Personal Injury,
 - Contractual Liability,
 - Completed Operations
 - Broad Form Property Damage

The policy must have an endorsement stating that Leviton Manufacturing Co., Inc. and all companies controlled by Leviton Manufacturing Co., Inc., its officers, directors, agents and employees are named as **Additional Insured**.

- Workers' Compensation Insurance
Limit: Statutory
Employers Liability
 - \$1,000,000 Bodily Injury due to accident/each employee
 - \$1,000,000 Bodily Injury due to disease/each employee
 - \$1,000,000 Bodily Injury due to disease/aggregate

The Workers' Compensation policy should contain a waiver of subrogation endorsement in favor of Leviton Manufacturing Co., Inc. and its subsidiaries.

- Commercial Automobile Liability Insurance
Limit: \$2,000,000 combined single limit

This insurance is to apply to all owned, non-owned and hired vehicles used by the contractor (or subcontractor) in performance of the work.

- Professional Liability (*Required of any contractor who is required to be licensed as a professional or tradesman, performing work as such.*)
Limit: \$5,000,000

- Contractors Pollution Liability (*Required of any contractor who does environmental waste cleanup, detoxification or waste hauling for Leviton or one of its subsidiaries. Policy should contain an endorsement removing the asbestos exclusion.*)
Limit: \$3,000,000 per occurrence/aggregate
Coverage: Cleanup and Transportation,

- Umbrella Liability
Limit: \$5,000,000 each occurrence/aggregate (*Large projects should have a higher limit.*)
Coverage: The umbrella coverage should be “follow” form and should “sit on top” of all the underlying coverages, i.e., GL, WC, Auto, etc.

The policy must have an endorsement stating that Leviton Manufacturing Co., Inc. and all companies controlled by Leviton Manufacturing Co., Inc., its officers, directors, agents and employees are named as **Additional Insured**.

All Certificates of Insurance must include the following provisions:

- Leviton Manufacturing Co., Inc., and all companies controlled by Leviton Manufacturing Co., Inc., its officers, directors, agents and employees added by endorsement as **Additional Insured**.
- The policies should contain a “waiver of subrogation” against Leviton.
- All insurance policies must provide at least 30 days notice of cancellation or non-renewal.

Limits may be provided on a single policy or a combination of a primary policy and umbrella policy. Any deductibles or self insurance retentions under the policies will be the responsibility of and shall be paid by the contractor/service provider. Leviton requires all contractors and service providers to evidence the above insurance coverages.

Certificate Review- Certificates should be forwarded to Leviton Risk Management to confirm that the contractor meets the minimum requirements.

The attached Indemnification /Hold Harmless Agreement must be made a part of all agreements.

The following is a sample list of contractors or service providers who should provide Leviton with evidence of Insurance:

Guard Service	Grounds Maintenance/Landscape Contractors
Construction Contractors	Carting or Waste Removal Services
Cleaning Services	Security/Alarm Services
Building Maintenance Contractors	Temporary Staffing Agencies
Elevator Maintenance Contractors	Cafeteria/Vending Machine Services

LEVITON MANUFACTURING CO., INC.
INDEMNIFICATION/HOLD HARMLESS AGREEMENT
FOR CONTRACTORS AND SERVICE PROVIDERS

The following indemnification/hold harmless wording must be included in all contracts:

INDEMNIFICATION:

Contractor/Sub-Contractor shall indemnify, hold harmless and defend Leviton Manufacturing Co., Inc. (Leviton), its subsidiaries and affiliated companies, officers, directors, agents, and employees from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including reasonable attorney fees), on account of personal injury, death, or damage to, or loss of property, or profits arising out of, or resulting in whole, or in part from any act, omission, negligence, fault or violation of law, or ordinance by Contractor/Subcontractor or its employees, agents, subcontractors, or invitees or any other person entering the Facility with the implied or express permission of Contractor/Subcontractor. Such indemnification by Contractor/Subcontractor shall apply unless such damage or injury results from the sole negligence or willful misconduct of Leviton. This Section will survive the termination of this Agreement.

Authorized Signature

Date

Exhibit 2

LEVITON NEW YORK STATION AWARD CONTRACTOR AGREEMENT

1. **Charging Station.** The Leviton New York™ Program (the "Program") has been funded in part under the terms of Agreement No: 30407 (the "Grant") from the New York State Energy Research and Development Authority ("NYSERDA"). The Charging Stations will be installed at the locations specified approved by Leviton. Leviton and Electrician are each also referred to herein as a "Party" or collectively, as the "Parties". The terms of this Agreement are subject to the prior, written approval of NYSERDA.
2. **Shipment and Delivery.** Leviton will pay for the cost of standard delivery charges of the Charging Stations to the electrician designated by End User in writing to Leviton. Leviton shall choose the method by which Charging Stations are to be delivered. If End User desires expedited delivery, Electrician will be responsible for the payment of all delivery charges.
3. **Installation.**
 - (a) You will be responsible for the installation of the charging station at the End. You shall not install any Charging Station until Leviton has approved such quote in writing. Electrician acknowledges that the following requirements must be met by all electricians and subcontractors prior to performing any installations of the electric vehicles station equipment (EVSE) as part of the Grant: New York State and city prevailing wage laws may apply to the installation of Your Charging Stations. To the extent such laws apply, you will be required to comply then and provide proof to Leviton, or its agent, of such compliance. In the event that Electrician fails to comply with its obligations as set forth in this paragraph, and as a result of such failure, NYSERDA refuses to reimburse Leviton for the Charging Stations or demands that Leviton refund to it any prior reimbursement for the Charging Stations, Electrician shall pay Leviton for the Charging Stations (In an amount per Charging Station equal to the price paid or to be paid therefore by NYSERDA).
 - (b) Electrician agrees to complete the installation of the Charging Stations within forty five (45) days of their delivery of charging station. In the event that the Charging Stations have not been installed by the expiration of such forty five (45) day period, Leviton reserves the right to reclaim the Charging Stations. In the event that Electrician is having trouble arranging for the installation of the Charging Stations the Electrician shall contact Leviton as soon as possible for assistance in obtaining prompt installation of the Charging Stations. In such event that the End User delays installation, the electrician's period for installation shall be extended on a day-to-day basis.
 - (c) The Charging Stations are not to be removed from their packaging by any person other than the Electrician that has been authorized by Leviton.
4. **Warranty/Limitation of Liability.** The electrician shall warranty their workmanship and provide service calls for all workmanship issues and at least one service call at Leviton's request during the first year.
5. **Failure to Comply with Terms of the Program.** In the event that Electrician fails to comply with the material terms of the Program, including, providing the required documentation of the installation costs, and (iii) providing for public access to the Charging Station(s), Electrician shall be liable to Leviton in the manner set forth in Section 3(a) of this Agreement. If Electrician fails in a material respect to comply with the Program requirements or cure within thirty (30) days of receiving a demand notice from Leviton, Leviton reserves the right to repossess the Charging Station(s) Electrician received under the Program. All charging Stations returned or reclaimed by Leviton shall be subject to a restocking fee equal to twenty percent (20%) of the value of the Charging Stations. The Electrician will also pay for the shipping costs.
6. **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.
7. **Waiver.** Either Party's failure at any time to require the other Party's performance of any obligation under this Agreement will in no way affect the full right to require such performance at any time thereafter. Either Party's waiver of a breach of any provision of this Agreement will not constitute a waiver of the provision itself. Either Party'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 an authorized representative of a Party. Any such waiver will be effective only with respect to the specific instance and for the specific purpose given.
8. **Applicable law.** This Agreement will be construed, and performance will be determined, according to the laws of the State of New York without reference to such state's principles of conflicts of law.
9. **Waiver of Jury Trial.** Electrician and Leviton each hereby waive any right to jury trial in connection with any action or litigation arising out of this Agreement.

10. **Severability.** Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either Electrician or Leviton 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, Electrician and Leviton or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby.
11. **Assignment.** Electrician 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 Leviton except, however, Electrician may assign this Agreement to an Affiliate. Leviton may assign its rights and obligations under this Agreement.
12. **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.
13. **Priority.** To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and any purchase order, the Agreement shall prevail. To the extent of any conflict or inconsistency between the terms and conditions of the Warranty and any purchase order, the Warranty shall prevail. To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and the Master Services and Subscription Agreement, the Master Services Agreement shall prevail.
14. **NYSERDA Requirements.** The following requirements are imposed upon Electrician under and pursuant to the terms of the Grant:
- (a) All agreements between Electrician and End User shall be provided to Leviton so that Leviton may obtain approval of such contracts from NYSERDA. No installation shall begin until the contract therefore has received approval from NYSERDA.
 - (b) Installation of the Charging Stations, and their operation, will be conducted in compliance with all Program rules and local, New York State and federal laws and regulations.
 - (c) Leviton and NYSERDA shall have approved the proposed location for the installation of Your Charging Stations prior to the installation thereof.
 - (d) You shall provide site plans for the EVSE installation.
 - (e) You shall provide Leviton with detailed documentation, including, without limitation, invoices and canceled checks, of all costs incurred in installing the Charging Station.
 - (f) You shall permit applicable NYSERDA approved signage with the Charging Stations

Leviton Manufacturing, Co., Inc.

By: Michael Mattai
(Signature)

Name: Michael Mattai

Title: VP General Manager

ORGANIZATION NAME

All Service Electric Inc

By: Joseph W. Cathard
(Signature)

Name: Joseph W. Cathard

Title: V.P.