Dane County Contract Cover Sheet

Dept./Division	Airport/Adn	Airport/Administration				Contrac		13815	- >			
Vendor Name	Madison Gas and Electric Company				Addend	147	☐ Yes	⊠ No				
Vendor MUNIS #	4761 Type of Contract											
Brief Contract Title/Description	No Cost Le Station in D Phone Park	Dane Co	ounty						(Dane County Contract Grant County Lessee County Lessor		
Contract Term	10 year					-			Į į	ntergovernm Purchase of	nental	
Total Contract Amount	\$ 0								F	rurchase of Property Sale Other	· · · · · · · · · · · · · · · · · · ·	
				_		(1 quote 25,000 P		d) orks) (3 qua	otes requ	ired)		
Purchasing	=							RFP require	Ų,	RFB/RFP#		
Authority								ublic Works)				
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	│ ⊠ N/A – Gı	rants, L	eases	, inte	rgoverni	mentai, r	roperty	/ Purcnase/	Sale, Oti	ner		
MUNIS Req.	Org Code				Obj (Code			Amoun	t \$		
Req#	Org Code	į.			Obj (Code			Amoun	t \$		
Year	Org Code				Obj (Code			Amoun	t \$		
	A copy of	the Res	soluti	ion n	nust be	attache	d to the	e contract	cover s	Public Wor heet.		
Resolution						-		resolution r		Res #	288	
	☐ Contract			•	•		,		equireu.	Year	2019	
		and the second							- 12000000000000000000000000000000000000		2013	
Initials Dept.		Date			ct Revie te Out	w/Appr						
	by DOA	10/8		Ua	ite out	COmm	alita (III)		5 - 2 10 W 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	(1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	<u> </u>	
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<u> </u>	tion Counsel	10/10		1	10/19							
Risk Man	nagement	10/10/	'A	10/	0/19							
County E	Executive	17	/ /	1	*/ / /							

	Dane County Dept. Contact Info		Vendor Contact Info
Name	Rodney Knight, Airport Counsel	Name	Madison Gas & Electric - Debbie Branson
Phone #	(608) 246-3338	Phone #	fax (608) 25204734
Email	knight@msnairport.com	Email	DBranson@mge.com
Address	4000 International Lane Madison, WI 53704	Address	PO BOX 1231 MADISON WI 53701-1231

	ification: attached contract is a:
	Dane County Contract without any modifications.
\boxtimes	Dane County Contract with modifications. The modifications have been reviewed by: Rodney Knight, Airport Counsel
	Non-standard contract.

Contract Cover Sheet Signature

Department Approv	al of Contract	
	Signature	Date
Dept. Head /	Kimberly Jones	10/7/19
Authorized Designee	Printed Name	
	Kimberly Jones, Airport Director	

Contracts Exceeding \$100,000 Major Contracts Review – DCO Sect. 25.11(3)

	Signature					77.110		154		Date		
Director of Administration	Comments			- 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1				· · · · · · · · · · · · · · · · · · ·				
	Signature	1 Marie 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		:8 ⁷ .	Tigir.			· 以表示。 《《《》 《《》	iro Surdik	Date	Marie 1	111111111111111111111111111111111111111
Corporation Counsel	Comments	1 (1 (2) (1 (2) (2) (2) (2) (2) (2) (2) (2) (2) (2)	7 - 1 7 - 1	1.61		* III 257 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	THE PARTY OF THE P		77 2 2 2	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	

2019 RES-288

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AUTHORIZING A LEASE WITH MADISON GAS AND ELECTRIC COMPANY FOR AN ELECTRIC VEHICLE CHARGING STATION AT THE DANE COUNTY REGIONAL AIRPORT

Dane County and Madison Gas and Electric Company ("MG&E") have negotiated a lease to permit MG&E to install and maintain a vehicle charging station in the Cell Phone Parking Lot at the Dane County Regional Airport. The charging station offers a DC fast charger that is compatible with the majority of the electric vehicles on the market in America, and MG&E has established a program providing users with substantial discounts on vehicle charges. The lease has a 10 year term, and is a no-cost lease.

NOW, THEREFORE, BE IT RESOLVED that the Dane County Executive and the Dane County Clerk are hereby authorized to execute on behalf of the County of Dane a lease with MG&E demising space in the Airport Cell Phone Parking Lot for the operation of an electric vehicle charging station, as set forth above.

LEASE NO. DCRA 2019-10

DANE COUNTY, WISCONSIN

AND

MADISON GAS AND ELECTRIC COMPANY

LEASE RELATING TO CHARGING STATION AT DANE COUNTY REGIONAL AIRPORT

Dane County Regional Airport Madison, Wisconsin

LEASE NO. DCRA 2019-10

This Lease Relating to Charging Station at Dane County Regional Airport (the "Lease") is entered into and effective as of the last signature date set forth below (the "Effective Date"), by and between Madison Gas and Electric Company, a Wisconsin corporation ("MGE"), and Dane County ("County") (individually, "Party," and collectively, "Parties").

RECITALS

- **A.** County is the owner of the Dane County Regional Airport (the "Airport"), located in Madison, Wisconsin.
- B. MGE desires to install, and after such installation own, operate, maintain, repair, remove, upgrade, and/or reinstall one charging station containing a total of one port and related facilities (the "Charging Station") at the Airport.
- C. County desires to accommodate MGE with regard to the Charging Station and MGE's related Activities, upon the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and MGE agree as follows:

- 1. Recitals. The recitals are incorporated herein and made a part of this Lease.
- 2. Right to Install, Operate, Maintain, Repair, Remove, Upgrade, and Reinstall Charging Station. During the term of this Lease, MGE has the right to, and shall install, operate, maintain, repair, remove, upgrade, and/or reinstall the Charging Station, as well as any electric distribution facility equipment needed to serve the Charging Station (collectively, the "Activities") at the Airport upon the terms and conditions set forth in this Lease. The location of the Charging Station and the parking space to be served by the Charging Station (the "Premises") is located in the parking lot at the Airport known as the Cell Phone Parking Lot and is depicted in the diagram attached hereto as Exhibit A. The major components of the Charging Station are more particularly described in Exhibit B attached hereto. The Activities shall be performed by MGE (or on behalf of MGE) at MGE's expense. MGE may install protective bollards to protect the Charging Station.
- 3. Access Over the Airport. County grants and conveys to MGE and MGE's employees, agents, contractors, and consultants, reasonable access over Airport property to the Charging Station and related electric distribution facility equipment to perform the Activities. The access authorized herein shall be upon reasonable advance notice to Airport Operations (telephone: 608-235-1001) and shall at all times be in compliance with Airport and Federal Aviation Administration security and safety regulations, policies, and procedures, including Title 14, Code of Federal Regulations, Part 77, and directives issued by the Airport Director related to Airport operations. When performing Activities hereunder MGE shall not interfere with Airport operations and shall use reasonable care not to disrupt orderly use of the parking facilities adjacent to the Premises.
- 4. County Cooperation. County agrees that it will cooperate in good faith with MGE and its employees, agents, and consultants with regard to the Charging Station and the Activities.

County will not charge MGE any fees or payments for the rights granted to MGE in this Lease.

- 5. **County's Representations and Warranties**. County represents that (a) it is the sole owner of the Premises and (b) the terms of this Lease are not in violation of any mortgage or other agreement to which County is a party.
- 6. Ownership of Charging Station. MGE is the sole and complete owner of the Charging Station and all components thereof. County and its successors and assigns shall have no right, title, or interest in the Charging Station or any component thereof. The Parties intend that the Charging Station remains at all times personal property and not a fixture under applicable law, even if the Charging Station or any part thereof is affixed or attached to real property or any improvements. County shall not remove the Charging Station from the Premises without MGE's prior written consent.
- 7. **Duty to Notify**. County and MGE shall promptly report to each other any problems or functional issues with the Charging Station or the Premises that come to either's attention.
- 8. Non-Interference with Charging Station. County covenants for itself and its employees, agents, invitees, successors, and assigns that it shall neither perform nor permit performance of the Activities without MGE's prior written consent, and will not take any action that would tend to damage, impair, debilitate, shorten the useful life of, or otherwise work to the detriment of the Charging Station. The foregoing covenant shall require County, without limitation, to provide prior notice to MGE of any intended modifications, repairs, or maintenance of the Premises or related facilities that could have the potential to adversely impact the Charging Station. County further agrees to coordinate any such modifications, repairs, or maintenance with MGE and to carry them out in a manner that will avoid damage to or undue interference with the Charging Station or the use of the Charging Station by vehicles. In the event any damage is caused to the Charging Station during the term of this Lease for any reason, County agrees to immediately notify MGE of such damage. County shall keep the Premises reasonably free of ice and snow.
- 9. **Use of the Charging Station.** MGE and the general public may use the Charging Station to charge plug-in electric vehicles. Vehicles using the Charging Station may park on the Premises.
- 10. **Term/Extension**. The initial term of this Lease shall be ten years (the "Initial Term"), commencing upon the Effective Date. Upon the expiration of the Initial Term, this Lease shall automatically renew for successive one year terms (each, a "Renewal Term") upon the terms and conditions herein, unless either Party provides written notice to the other Party at least ninety days before the expiration of the Initial Term or a Renewal Term of its desire to terminate this Lease.
- 11. Removal of Charging Station. MGE shall remove, or cause the removal of, the Charging Station within ninety days of the termination of the Lease unless County has purchased the Charging Station from MGE pursuant to mutually agreed written terms. Upon termination of this lease, MGE shall have the option of disconnecting from service and leaving in place any underground electric cable or conduit used to service the Charging Station.

- 12. **Termination of Lease**. This Lease shall terminate upon the earliest to occur of the following: (a) the expiration of the Initial Term (or if extended, a Renewal Term) if either Party has provided notice of its desire to terminate the Lease under Section 10 above, (b) by mutual agreement of MGE and County, (c) upon MGE's election to terminate this Lease for safety reasons or by order of any regulatory body, (d) upon County's election to terminate this Lease following an Event of Default (as defined in Section 20) by MGE under this Lease, (e) upon MGE's election to terminate this Lease following an Event of Default (as defined in Section 20) by County under this Lease or MGE's receipt of notice of a proceeding under Section 20.b.; or (f) following relocation of the Cell Phone Parking Lot if the Parties are not able to agree that the Charging Station will be relocated to the "New Location" (as defined in Section 35 of this Lease) or otherwise agree upon the location of the Charging Station, following the procedures set forth in Section 35 of this Lease.
- 13. **DISCLAIMER.** THE CHARGING STATION IS PROVIDED TO HOST ON AN "AS IS" BASIS. MGE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. MGE MAKES NO WARRANTY THAT THE CHARGING STATION WILL OPERATE UNINTERRUPTED OR ERROR FREE.
- 14. **Amendment**. This Lease shall not be amended without the prior written consent of MGE and County.
- 15. **Assignment of Lease/Sale of the Premises**. Neither Party hereto shall be entitled to sell or assign all or any part of its interest in this Lease or in the Charging Station without the prior written consent of the other except as follows:
 - a. If County wishes to sell the Premises, County shall be entitled to do so as long as County incorporates into a binding contract to sell the Premises a provision that discloses the existence of this Lease and includes an assignment of this Lease which obligates the purchaser to assume in writing all obligations of County under this Lease or pay to have MGE remove the Charging Station. County shall provide MGE with thirty days' advance written notice of the sale of the Premises and assignment and assumption of this Lease by the purchaser.
 - b. MGE shall be permitted to assign its interest in the Charging Station and this Lease, without the written consent of County, to a subsidiary or an affiliate or to an unrelated third party in connection with a merger, consolidation, or restructuring transaction. MGE shall provide County with written notice of the sale or assignment.
- 16. **Compliance with Laws**. MGE shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, permits, and orders governing the Activities. This shall include, without limitation, any applicable rules, orders, or tariffs of the Public Service Commission of Wisconsin. County shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, permits, and orders relating to the Activities or the Premises.
- 17. **Taxes**. County shall pay the personal property and real property taxes, if any, pertaining to the Premises. MGE shall pay any personal property tax pertaining to the Charging Station.
- 18. Responsibility for Acts/Limitation of Liability. In no event will either Party, its

affiliates, subsidiaries, or respective directors, officers, employees, or agents be liable under this Lease for (a) consequential, special, indirect, incidental, punitive, or exemplary damages, costs, expenses, or losses (including lost profits or opportunity costs) regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including negligence), or otherwise; or (b) any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to these terms and conditions arising out of the acts, errors, or omissions of the other Party or those of its employees, agents, boards, commissions, agencies, officers, and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes or Wisconsin law.

19. **Insurance**. MGE shall carry, and shall require its installation contractors to carry, commercially reasonable amounts of liability insurance during the installation or reinstallation of the Charging Station. MGE shall be responsible for carrying liability insurance coverage upon the Charging Station, and County shall be responsible for carrying commercially reasonable amounts of general liability insurance and property damage insurance covering its activities and property in the vicinity of the Premises. MGE shall be responsible for the reasonable costs of any damage to County's real or personal property caused by the Charging Station or the Activities.

County hereby agrees that, in lieu of the specific liability insurance required hereunder, MGE shall be allowed to satisfy its insurance requirements under this Lease through the use of its existing general liability insurance program, which provides for a combination of self-insured retention (deductible) and claims-made excess liability insurance coverage.

- 20. **Default**. Any of the following events shall constitute an "Event of Default" under this Lease:
 - a. If either Party shall become insolvent or become the subject of any bankruptcy, insolvency, or similar proceeding, which has not been terminated, stayed, or dismissed within sixty business days after it was commenced.
 - b. If County shall become the subject of any proceeding to foreclose any interest in the Premises or improvements thereon. County shall provide MGE written notice of any such proceeding as soon as practicable but in no case more than sixty days after it is commenced.
 - c. If any material representation made under this Lease shall have been materially false or misleading when made.
 - d. If either Party shall default in the performance of any other obligation under this Lease.

Notwithstanding the forgoing, any default in the performance under Section 20.d. of this Lease shall not be deemed to constitute an "Event of Default" unless the Party in default shall have failed to cure such default within thirty days after receiving written notice from the other in accordance with the terms of this Lease.

21. Remedies. Following an Event of Default (as defined in Section 20), the Party not in

default may exercise one or more of the following remedies:

- a. Terminate this Lease and cause the removal of the Charging Station at the expense of the Party in default.
- b. Cure the Event of Default and obtain reimbursement from the other Party.
- c. Exercise any remedy available at law or in equity.
- 22. MGE's Right to Show Charging Station. MGE shall have the right to show the Charging Station to interested persons.
- 23. MGE's Right to Erect Signs and Informational Displays. MGE, at MGE's expense, shall have the right to erect and maintain informational signage to be located immediately adjacent to the Charging Station. The location of the signage is subject to the reasonable approval of County. The contents of the signage may, among other things, identify MGE as the owner of the Charging Station and provide information about the purpose and use of the Charging Station.
- 24. County's Right to Erect Signs and Informational Displays. County, at County's expense, shall have the right to erect and maintain informational signage to be located adjacent to the Charging Station in a way and location that does not block or interfere with MGE's signage pursuant to Section 23 above. The contents of the signage may encourage or limit parking for electronic vehicles only in the space designated at the Charging Station.
- 25. **Notices**. All notices required under this Lease shall be in writing and shall be delivered to MGE and County as follows:

To MGE:

Debbie Branson Madison Gas and Electric Company PO Box 1231 Madison WI 53701-1231 Fax: (608) 252-4734 DBranson@mge.com

To County:

Airport Director
Dane County Regional Airport
4000 International Lane
Madison, WI 53704
Jones kimberly@msnairport.com

Notices shall be deemed delivered upon receipt if sent by facsimile or email or personally delivered and shall be deemed delivered two business days after delivery into the United States first class mail, postage prepaid, addressed to the other Party.

26. **Memorandum of Lease**. Upon the execution of this Lease, County and MGE shall execute a recordable form of memorandum of this Lease, in the form attached hereto as Exhibit C. MGE may record the memorandum with the Dane County Register of Deeds at its sole cost.

If the Premises are relocated in accordance with Section 35 of this Lease, then upon MGE's written request, the County and MGE, acting in good faith, shall agree upon and execute an amendment to the Memorandum of Lease reflecting the new location of the Premises.

- 27. **Terms Run with the Land**. The terms and conditions of this Lease shall run with the land and be binding on the parties and their heirs, successors, and assigns unless and until terminated as provided herein.
- 28. **No Partnership**. None of the terms and provisions of this Lease shall be deemed to create a partnership between MGE and County in their respective businesses or otherwise, nor shall any terms or provisions of this Lease cause MGE or County to be considered joint venturers or members of any joint enterprise.
- 29. **Entire Lease**. This Lease contains the entire agreement between MGE and County with respect to the subject matter of this Lease and supersedes all previous negotiations, agreements, or understandings whether written or oral. This Lease is binding on each Party's permitted successors and assigns.
- 30. Counterparts and Electronic Signatures. This Lease may be executed in multiple counterparts, each of which shall be deemed an original for all purposes. The signature of a Party transmitted by fax or email, or the electronic signature of a Party in a mutually agreed format, shall be considered an original signature for purposes of this Lease.
- 31. **Nature of MGE's Business**. County acknowledges that MGE is engaged in the business of generating and distributing electricity and purchasing and distributing natural gas. Neither County nor any of its employees, consultants, agents, subcontractors, or representatives shall move or tamper with any wires, pipes, fixtures, machines, appliances, or equipment installed by MGE under authority of this Lease without express permission from MGE's authorized representative.
- 32. **Non-Waiver**. The failure of either Party to insist upon or enforce in any instance strict performance by the other Party of any of the terms of this Lease or to exercise any rights herein conferred shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such terms or rights on any future occasion.
- 33. **Survival.** The terms and conditions of this Lease which by their nature require performance by either Party after the termination of the Lease including, but not limited to, limitations of liability, indemnification provisions, governing law, and any other provisions or partial provisions which by their nature would reasonably extend beyond termination of the Lease shall be and remain enforceable after such termination or expiration of the Lease for any reason whatsoever.
- 34. Governing Law, Venue, and Airport Director's Authority. Interpretation and enforcement of this Lease shall be in accordance with the laws of the State of Wisconsin. The Parties agree that the proper and exclusive venue to resolve any dispute arising out of or in any way related to this Lease shall be the Circuit Court for Dane County, Wisconsin. The Parties agree to submit to the jurisdiction of the courts of the State of Wisconsin with regard to any litigation resulting from such dispute and waive any objection to such jurisdiction. The Airport Director is authorized to approve and execute on behalf of County any instrument necessary to implement the provisions herein, and to act on behalf of County with respect to enforcement, modification, termination, authorizations, approvals and other matters affecting or arising from

the terms of this Lease or activities hereunder.

35. Relocation of the Charging Station/Premises. The Parties have discussed the fact that the County is seeking to acquire land (the "New Location") to which it will relocate the Cell Phone Parking Lot. If the County acquires the land for the New Location and relocates the Cell Phone Parking Lot, the Parties agree that unless MGE, within 30 days of receiving written notice from the County that it is relocating the Cell Phone Parking Lot to the New Location, notifies the County in writing that it does not wish to relocate the Charging Station to the New Location (the "Objection Notice"), then MGE shall relocate the Charging Station to the New Location, which shall become the "Premises" under this Lease. If MGE provides the Objection Notice to the County, then the Parties shall promptly meet and, acting in good faith, attempt to agree upon an alternate location for the Charging Station or to agree that the Charging Station will remain at the Premises, even after the Cell Phone Parking Lot has moved to the New Location. If the New Location becomes the Premises under this Lease and the County subsequently proposes to relocate the Cell Phone Parking Lot from the New Location, the same procedures shall apply.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease by their duly authorized agents.

9-11-19	By:
Date 1 20	Name: Donald D. Peterson
	Title: Vice President - Energy Technology
	•
	DANE COUNTY
Date	By: Name: Joseph T. Parisi

MADISON GAS AND ELECTRIC COMPANY

Dane County Executive

Dane County Clerk

Name: Scott McDonell

Title:

By:

Title:

Date

EXHIBITS

Exhibit A - Location of the Charging Station
Exhibit B - Major Components of the Charging Station
Exhibit C - Memorandum of Lease

EXHIBIT A

LOCATION OF THE CHARGING STATION

See Attached

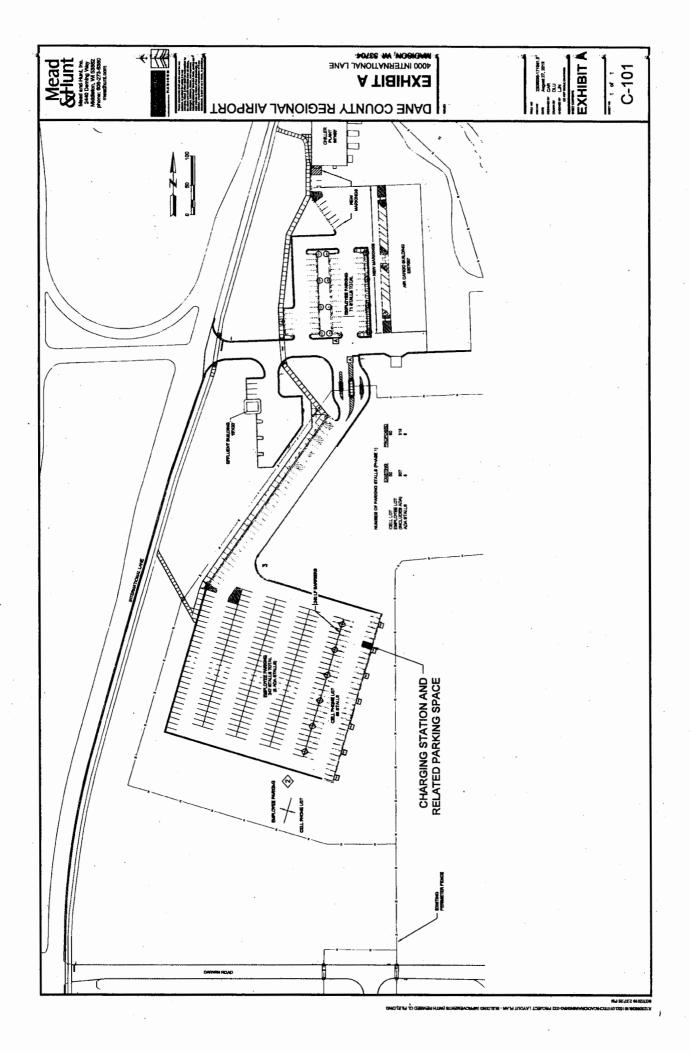


EXHIBIT B

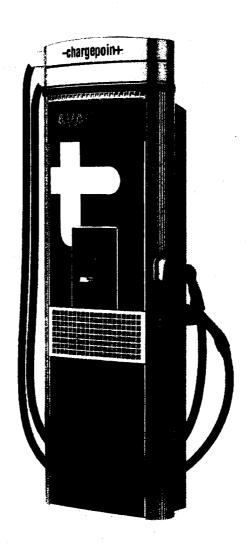
MAJOR COMPONENTS OF THE CHARGING STATION

See Attached

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Express 250

Specifications and Ordering Information



Ordering Information

The order codes below represent specific product configurations. Other product options are available. Please contact ChargePoint Sales for information and order codes.

Hardware

Description		Order Code
Model	Express 250 Station includes 2x Power Modules, 1x CCS1 cable, 1x CHAdeMO cable (NA)	CPE250C-625-CCS1-CHD
	Express 250 Station includes 2x Power Modules, 1x CCS2 cable, 1x CHAdeMO cable (EU)	CPE250C-625-CCS2-CHD
Option	Other cable combinations are available using CCS1, CCS2 and CHAdeMO connectors.	Please contact ChargePoint sales

Cloud Plans and Software

Description	Order Code
ChargePoint Cloud Plan	Please contact ChargePoint sales
ChargePoint Assure — Prepaid Assure Plan for one Power Module. Express 250 requires 2x EXPRESS-ASSURE n to cover the two Power Modules and the CPE250 station.	EXPRESS-ASSUREn ¹
ChargePoint Assure — Assure Plan for one Power Module and invoiced annually. Express 250 requires 2x EXPRESS-ASSUREn to cover the two Power Modules and the CPE250 station	EXPRESS-ASSURE <i>n</i> -COMMIT ¹
Station Activation and Configuration	CPSUPPORT-ACTIVE

All CPE250 stations require a cloud plan.

Order Code Examples

If ordering this	the order code is
Express 250 Station includes 2x Power Modules, 1x CCS1 cable, 1x CHAdeMO cable (NA)	CPE250C-625-CCS1-CHD
3 years of prepaid Assure coverage upon successful site validation. Assure covers Power Modules & station. Express 250 requires 2x EXPRESS-ASSURE3 for its 2 Power Modules.	2 x EXPRESS-ASSURE3
Station Activation and Configuration	CPSUPPORT-ACTIVE

 $^{^{1}}$ Substitute desired years of service (1, 2, 3, 4, or 5 years) for n

Express 250 Specifications

Station Electrical Input

Input Rating	400V AC, 3-phase, 96A, 50 Hz 480V AC, 3-phase, 80A, 60 Hz	
Wiring	L1, L2, L3, Neutral & Earth	

Station Electrical Output

Max Output Power	62.5 kW
Output Voltage, Charging	200-1,000V DC
Max Output Current	156A
Max Modules per Station	2

Paired Station Electrical Output

Paired Max Output Power	125 kW	
Paired Max Output Current	CCS1: 174A CCS2: 200A	
	CHAdeMO; US: 140A, EU: 125A	

Power Module

Max Output Power per Module	31.25 kW		 THE TAX THE PARTY SHARE	
Max Output Current per Module	78 A			

Station Functional Interfaces

Max Connector Types per Station	Up to two different connector types per station	
Supported Connector Types	CHAdeMO, CCS1 (SAE J1772™ Combo), CCS2 (IEC 61851-23)	
Cable Length with Swing Arm	Full Horizontal Reach: 4.27m (14')*	
Driver Interaction Display	Full-color 254 mm (10 in) LCD display for driver interaction	
Top Display	Full-color 508 mm (20 in) LED display for notifications	
Authentication	RFID: ISO 15693, ISO 14443, NEMA EVSE 1.2-2015 (U _R) Tap to Charge (NFC on Apple & Android) Plug and Charge: IEC 15118-1 Remote: Mobile and in vehicle (if supported by vehicle)	

^{*} Horizontal reach to typical vehicle charging port: 3.76m (12'4")

Connectivity Features

Local Area Network	2.4 GHz and 5 GHz WiFi (802.11 b/g/n)		
Wide Area Network	4G LTE (fall back to 3G GSM)	:	
Supported Communication Protocols	ОСРР	1	
Service and Maintenance	Remote system monitoring, diagnostic, and proactive maintenance		

Energy Management Features

,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Dynamic Power Management	Allows a fixed maximum power output per station or lets the system dynamically manage the power distribution per station
	Remote Energy Management	Manage output power via the ChargePoint Admin Portal, API, and Open ADR 2.0b VEN

Safety and Operational Ratings

Vehicle Safety Communication	CHAdeMO – JEVS G104 over CAN, CCS1 – SAE J1772 over PLC and CCS2 — IEC 61851-23	
Plug-out Detection	Power terminated per JEVS G104 (CHAdeMO), SAE J2931 (CCS1) and IEC 61851-23 (CCS2)	
Station Enclosure Rating	Type 3R, IP54	
Station Impact Rating	IK10	
Safety Compliance	UL and cUL listed: complies with UL 2202, UL 2231-1, UL 2231-2, CSA 107.1 CE marking: complies with IEC 62196, IEC 61851	
Station Surge Protection	Tested to IEC 6100-4-5, Level 5 (6 kV @ 3,000A). In geographic areas subject to frequent thunder storms, supplemental surge protection at the service panel is recommended.	
EMC Compliance	U.S.: FCC part 15 Class A; EU: EN55011, EN55022 and IEC61000-4	
Power Module Conversion Efficiency	> 95%	
Power Factor	0.99 at full load	
Harmonics	iTHD < 5% (Complies with IEEE 519 Requirements)	
Power Module Cooling	Liquid Cooling Technology	
Operational Altitude	<3,000 m (<9,800 ft)	
Operating Temperature		
Storage Temperature		
Operating Humidity	Up to 95% @ 50°C (122°F) non-condensing	

Generic Specifications

Station Dimensions	2,230 mm x 712 mm x 420 mm (7'4" x 2'4" x 1'4")	
Station Weight (without Modules)	250 kg (551 lb)	
Power Module Dimensions	760 mm x 430 mm x 130 mm (2'6" x 1'5" x 5")	
Power Module Weight	45 kg (98.5 lb)	

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

-chargepoin+:

ChargePoint, Inc. 240 East Hacienda Avenue Campbell, CA 95008-6617 USA

- +1.408.841.4500 or
- +1.877.370.3802 US and Canada toll-free

chargepoint.com

Contact Us

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Call +1.408.705.1992
Email sales@chargepoint.com

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EXHIBIT C

Memorandum of Lease

This Memorandum of L	ease ("Memorandum") is entered
into this day of	2019, by and
between Madison Gas and Ele	ectric Company ("MGE") and Dane
("County").	

MGE and County state as follows:

- 1. MGE and County entered into a Lease Relating to Charging Stations, of even date herewith ("Lease").
- 2. The Lease gives MGE the right to install, own, operate, maintain, repair, remove, upgrade, and reinstall a charging station on County's property described in Exhibit A attached hereto and incorporated herein. The location of the charging station and the parking space to be served by the charging station are depicted in the diagram attached hereto as part of Exhibit A
- 3. The Lease also grants and conveys access rights and various other rights and protections to MGE.
- 4. Additional terms and conditions of the Lease are set forth in the Lease itself.

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:
Betsy Winterhack
Madison Gas and Electric Company
PO Box 1231
Madison WI 53701-1231

P.I.N. 251/0810-301-0090-3

- 5. The entire Lease runs with the land and is binding on MGE and Owner and their respective heirs, successors, and assigns unless terminated as provided in the Lease.
- 6. This Memorandum is intended to provide notice of the Lease. This Memorandum is not intended to and does not amend the Lease. In the event of a conflict between the terms and conditions of this Memorandum and the terms and conditions of the Lease, the terms and conditions of the Lease shall govern and prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of the year and date first set forth above.

Madison Gas and Electric Company By: Name: Donald D. Peterson Title: Vice President -- Energy Technology State of Wisconsin County of Dane 2019, the above-named Donald Personally came before me this day of D. Peterson, to me known to be the person who executed the foregoing instrument and acknowledged the same. Notary Public, State of Wisconsin Name: (Please print) My commission expires on **Dane County** By: Name: Kimberly Jones Title: Airport Director State of Wisconsin County of Dane Personally came before me this _____ day of _____ 2019, the above-named Kimberly Jones, to me known to be the person who executed the foregoing instrument and acknowledged the same. Notary Public, State of Wisconsin Name: ______ (Please print)

My commission expires on

EXHIBIT A TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION AND PARCEL IDENTIFICATION NUMBER

Legal Description:

T8N R10E, SEC 30, PRT NE 1/4 DESC AS FOL BEG AT NE COR SD SEC, TH N 88 DEG 30 MIN W 900 FT, TH S 14 DEG 46 MIN 41 SEC W 1665 FT, TH S 01 DEG 18 MIN 41 SEC E 190 FT, TH N 14 DEG 46 MIN 41 SEC E 1088.57 FT, TH S 45 DEG 01 MIN 42 SEC E 267.74 FT, TH N 01 DEG 30 MIN 03 SEC E 450 FT, TH S 88 DEG 37 MIN 19 SEC E 120 FT, TH N 01 DEG 30 MIN E 36.87 FT, TH S 63 DEG 34 MIN 51 SEC E 45.35 FT TO PT OF CUR, TH ALG CUR TO LEFT, RAD 1778 FT, CHRD BRS S 07 DEG 40 MIN 26 SEC W 382.43 FT, TH S 01 DEG 30 MIN 03 SEC W 1817.57 FT, TH S 88 DEG 37 MIN 19 SEC E 807.38 FT, TH N 00 DEG 37 MIN 12 SEC W 2664.85 FT TO POB; & PART OF VACATED INTERNATIONAL LANE AS DESC IN DOC #3058867, RECORDED 12/16/1998

Parcel Identification Number: 251/0810-301-0090-3

LOCATION OF THE CHARGING STATION: See Attached

