

EV CHARGER SUBSCRIPTION FUNDING AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2026, by and between the **TOWN OF NEW LEBANON, NEW YORK** (the “**Town**”), a municipal corporation organized and existing under the laws of the State of New York with offices at 14755 NY Route 22, New Lebanon, New York 12125, and **NEW LEBANON FARMERS MARKET LLC** (the “**Farmers Market**”), having an address of 26 Spring Hill Road, Lebanon Springs, New York, 12125.

WHEREAS, the Town has purchased, installed, and operates certain Electric Vehicle Supply Equipment for use by the public, to wit, a Level 2, two-port ChargePoint electric vehicle charger (hereinafter, the “**Charger**”), at 21 Tilden Road in the Town of New Lebanon; and

WHEREAS, the Town annually purchases in advance from ChargePoint, Inc. a subscription for (i) cloud-based services for each port of the Charger and (ii) a maintenance and management agreement, which subscription provides, among other services, a secure network connection, station software updates, station inventory, driver and host support, session data and analytics, pricing and automatic funds collection, warranty, remote support, on-site repairs as needed, configuration, and reporting (the “**Subscription**”); and

WHEREAS, the Subscription is necessary for the continued operation and maintenance of the Charger; and

WHEREAS, the Town incurs costs associated with clearing snow and ice from the area of the Charger from time to time to ensure such Charger remains accessible to the public; and

WHEREAS, revenue generated by the Charger is paid to the Town on a monthly basis during the term of the Subscription by ChargePoint, Inc.; and

WHEREAS, the Farmers Market desires to ensure that the Charger remains available for use by the public, rather than decommissioned and/or relocated; and

WHEREAS, the Town desires to allow the Charger to remain available to the public and operational and prefers to not relocate the Charger, provided the continued availability and operation of the Charger in its current location is funded in full by its users through revenue remitted to the Town, and/or by payment by the Farmers Market;

NOW, THEREFORE, in consideration of the foregoing and the promises made herein, the parties hereto agree as follows:

1. The Town agrees to continue to own, operate, and maintain the Charger in its current location during the term of this Agreement and to purchase the Subscription at the then-applicable subscription rate. The Town’s agreement to maintain the Charger includes clearing snow and ice from the area of the Charger as appropriate.
2. Following the end of the annual subscription period, the Town will calculate the net cost to the Town of continuing to own, operate, and maintain the Charger (hereinafter, the “**Net Cost**”) by subtracting (a) all revenues received by the Town during the

subscription period (December to November), from (b) the sum of: (i) the cost of the Subscription for such period and (ii) the costs incurred by the Town to clear snow and ice from the area of the Charger for such period.

3. Upon calculation of the Net Cost, the Town will provide written notice thereof to the Farmers Market, whereupon the Farmers Market shall pay to the Town the amount of the Net Cost within 30 days. The Town shall, upon request, provide to the Farmers Market such documentation as may be reasonably necessary to establish the Net Cost. In the event the revenue generated by the Charger exceeds the costs, thereby resulting in a negative Net Cost, the Farmers Market shall not be entitled to payment from the Town therefor.
4. This Agreement shall be for a one-year term and shall commence with the term of the Subscription starting November 20, 2025, and upon expiration of such term on November 19, 2026, shall thereafter renew automatically for additional one-year terms thereafter, unless either party provides written notice of non-renewal as set forth below.
5. Either party to this Agreement may elect to cancel automatic renewal of this Agreement by providing written notice of non-renewal at least 90 days prior to the end of then-current term. Upon provision of such written notice, this Agreement will not automatically renew, but will expire upon completion of the then-current term.
6. This Agreement may not be terminated during a term by either party except where the non-terminating party has committed a material breach of this Agreement, written notice of such breach has been provided to the non-terminating party, and the non-terminating party has failed to cure such breach within 10 days thereafter.
7. Paragraphs 2 and 3 shall survive expiration, termination, or non-renewal of this Agreement to the extent they relate to a Subscription during a term of this Agreement.
8. Notices shall be provided by (a) mail directed to the address of the party set forth at the beginning of this Agreement, in which case notice shall be deemed given three days after mailing; or (b) overnight delivery by a nationally recognized overnight courier, in which case notice shall be deemed given one day after delivery to such courier; or (c) by personal delivery to a signatory of this Agreement, in which case notice shall be deemed given upon such delivery; or (d) by electronic mail to the address set forth for a signatory to this Agreement, in which case notice shall be deemed given on the day of transmission provided such electronic mail is actually delivered. The parties to this Agreement can change the address(es) or the person to receive delivery of notices under this Agreement by providing notice in the matter set forth in this paragraph.
9. Each of the signatories hereto represent and warrant that they have been duly authorized to sign this Agreement on behalf of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective as of the day and year first above written.

TOWN OF NEW LEBANON

**NEW LEBANON
FARMERS MARKET, LLC**

By: _____
Tistrya Houghtling, Supervisor
supervisor@townofnewlebanon.com

By: _____
Joshua Young, Member
joshuanyoung@gmail.com