

EXECUTION COPY

CHARGING STATION LICENSE AND ACCESS AGREEMENT

THIS CHARGING STATION LICENSE AND ACCESS AGREEMENT (“Agreement”) is made this _____ day of _____, 2022 (“Effective Date”) by and between the City of Santa Fe, a New Mexico municipal corporation (the “City”), and Public Service Company of New Mexico, a New Mexico regulated electric utility (“PNM”). PNM and the City are referred to herein collectively as the “Parties” and each individually as a “Party” to this Agreement.

RECITALS

Whereas, the City is the owner of a certain parcel of improved property located north of Rodeo Road in Santa Fe, New Mexico, on which the Genoveva Chavez Community Center is located (“Property”); and,

Whereas, the City desires to provide to the general public a charging facility for electric vehicles, which the City believes will be beneficial to the economic development of the City, and a convenience to the inhabitants and visitors to the City; and,

Whereas, the City desires PNM to install and maintain a charging station and associated equipment and infrastructure to be owned by PNM on the Property, and PNM is willing to provide such services, all in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, the Parties hereby agree as follows:

1. **CHARGING STATION INSTALLATION, MAINTENANCE AND OWNERSHIP.**
 - 1.1. The City grants PNM, or its designated contractor, agent or representative (collectively, “Representatives”), a facility license to construct, install, operate, inspect, repair, and maintain a charging station for electric vehicles and associated equipment and infrastructure (“Charging Station”) at a location within the Community Center parking area suitable (as determined in the sole discretion of PNM) for the installation and

maintenance of the Charging Station, as described in Appendix A attached hereto (“Charging Station Site”). A description of the Charging Station is attached hereto as Appendix B. The license includes the right to make changes in grade, elevation, or contour of the land within the Charging Station Site, to pave, and to cut away and keep clear, prevent the construction or placement, remove, level, and/or dispose of all obstructions, structures, natural features, vegetation and/or undergrowth, on, under, along, or above the Charging Station Site that may endanger or interfere with the efficiency, safety, and/or convenient use or enjoyment of the Charging Station. PNM will provide the City reasonable advance notice of the dates of installation.

- 1.2. The City further grants PNM and its Representatives an access license to use the portions of the Property required for pedestrian and vehicular ingress and egress to, from, and between the Charging Station Site, public rights-of-way and the Property.
- 1.3. PNM will be solely responsible for all necessary repair and maintenance of the Charging Station and any associated equipment and infrastructure (including underground equipment). PNM shall inspect and perform necessary maintenance of the Charging Station in accordance with the manufacturer’s recommendations and applicable industry standards.
- 1.4. In the event of a Charging Station failure, damage, or other problem requiring repair, replacement, adjustment, or maintenance to the Charging Station, the City shall notify PNM or its Representative within twenty-four (24) hours of first becoming aware of such failure or problem.
- 1.5. The Charging Station will be clearly marked with the following language: “Equipment is owned and operated by PNM. For questions call 888-758-4389” which will include a contact phone number for inquiries related to the Charging Station.
- 1.6. Neither PNM nor its Representatives will be responsible for costs of correction of conditions already existing at the Property that fail to comply with applicable laws and regulations.
- 1.7. The City acknowledges and agrees that PNM will provide no additional security at the Property or Charging Station Site.

- 1.8. PNM agrees, within reason and upon reasonable prior notice, to cooperate with the City in its efforts to integrate the Charging Station system with the City's existing solar array located in the covered parking structure at the Community Center. The costs thereof, however, shall be borne solely by the City.

2. THE CITY'S OBLIGATIONS.

- 2.1. The City shall, at its sole expense and to the specifications defined by PNM, provide a 240 volt source to the Charging Station Site for connection to the Charging Station, and a permanent pedestal for the mounting thereof.
- 2.2. The City shall take all reasonable measures to ensure that the Property is kept operational, clean, and in good repair. During the Term, the City shall not unreasonably restrict or obstruct access to the Charging Station as is necessary for (a) charging of an electric vehicle by any electric vehicle owner or operator twenty-four (24) hours a day and seven (7) days a week; and (b) inspection, maintenance, and repair of the Charging Station by PNM and its Representatives.
- 2.3. The City hereby releases all claims and subrogation against PNM for any loss or damage to the Property and Charging Station Site, except to the extent the loss or damage is caused by the negligence or willful misconduct of PNM or its Representatives.
- 2.4. The City represents and warrants that:
 - 2.4.1. The City is the legal owner of the Property and is authorized to enter into this Agreement and permit PNM to perform the Charging Station installation and maintenance services anticipated under this Agreement;
 - 2.4.2. The execution, delivery, and performance of this Agreement will not conflict with any agreement or require any written consent or approval of any other person or entity; and
 - 2.4.3. The Charging Station will remain free of all levies, liens, and encumbrances, will not be collateralized, and no security interest will be granted in the

Charging Station.

3. **REMOVAL AND MODIFICATION.** Under no circumstances will the City, its agents, contractors, employees or any party for whom the City is responsible, make modifications to or access the Charging Station in any fashion other than for its intended use. The City shall not dispose of, remove, or move the Charging Station from the place of installation prior to the conclusion of this Agreement without the prior written consent of PNM. The Charging Station may not be expanded without the mutual written agreement of the Parties, and there exists no obligation for either Party to agree to expand the Charging Station.

4. **CONSUMPTION OF ELECTRICITY; BILLING.** The City acknowledges that PNM will collect Charging Station usage data, including but not limited to charge event information, such as when a charge event occurs, energy transferred during the charge event, duration of the plug-in event, and duration of the charging period. Consumption of electricity via the Charging Station will be measured by meter consistent with PNM's standard practices and pursuant to applicable law and regulation. Consumption will be billed to the City in accordance with the rates set forth in PNM Rate 4B. PNM will issue billing statements to the City as required by New Mexico Public Regulation Commission rules and regulations, and the City shall be solely responsible for payment of the electricity provided through the Charging Station.

5. **TERM AND TERMINATION.**
 - 5.1. This Agreement shall commence on the Effective Date and continue through December 31, 2027 ("Term").
 - 5.2. Upon the occurrence of a breach of this Agreement, the non-breaching Party shall have the right to terminate this Agreement if such breach continues for thirty (30) days after notice from the non-breaching Party or other reasonable time as mutually agreed by the Parties. The notice of termination shall specify a date of termination that is not less than thirty (30) days after written notice of the breach and not more than sixty (60) days after written notice of the breach.

- 5.3. PNM will remove the Charging Station from the Property, at PNM's expense, within ninety (90) days of termination, provided that PNM shall not be required to remove and may abandon underground equipment, underground cabling, or underground conduit associated with the Charging Station, as shown on the as-built drawings. PNM will provide the City a complete set of as-built plans showing the underground elements that are to be abandoned. Upon termination of this Agreement, PNM shall restore the Charging Station Site to as nearly as practicable its condition immediately preceding PNM's entry, excepting normal wear and tear and changes in the condition caused by use of the Charging Station.
6. **NO REPRESENTATIONS OR WARRANTIES.** PNM AND ITS REPRESENTATIVES MAKE NO REPRESENTATIONS OR WARRANTIES AND ASSUME NO LIABILITY REGARDING THE QUALITY, SIZING, INSTALLATION, CONSTRUCTION, RELIABILITY, FUNCTIONALITY, EFFICIENCY, PERFORMANCE, OPERATION, MAINTENANCE, OR USE, OR OTHER ASPECT, OF THE CHARGING STATION AND EXPRESSLY DISCLAIM ANY SUCH REPRESENTATION OR WARRANTY. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE CHARGING STATION AND ALL SERVICES HEREUNDER ARE PROVIDED "AS IS" BY PNM AND ITS REPRESENTATIVES WITHOUT ANY WARRANTY OF ANY KIND. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW. EXCEPT AS EXPRESSLY PROVIDED HEREIN, USE OF THE PROPERTY IS PROVIDED BY THE CITY AS A PUBLIC SERVICE, WITHOUT CHARGE, AND IS PROVIDED IN "AS IS" CONDITION BY THE CITY WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT

PERMISSIBLE UNDER APPLICABLE LAW.

7. **LIMITATION OF LIABILITY.** In no event shall either Party, its respective parent, officers, directors, partners, shareholders, employees or affiliates, or any representatives thereof, be liable to the other Party for special, indirect, exemplary, punitive, incidental, or consequential damages of any nature whatsoever connected with or resulting from performance or non-performance of obligations under this Agreement, including without limitation, damages or claims in the nature of lost revenue, income, or profits, loss of use, or cost of capital, irrespective of whether such damages are reasonably foreseeable and irrespective of whether such claims are based upon negligence, strict liability contract, operation of law, or otherwise.

8. **ASSIGNMENT.** This Agreement shall be binding upon the Parties and their successors and permitted assigns. In the event of a sale of the Property, this Agreement will automatically transfer to and will be binding on the new owner of the Property. The City will promptly notify PNM in writing of any such changes occurring during the Term, including any updates to the City address(es) or contact information set forth in this Agreement.

9. **INSURANCE.**
 - 9.1 PNM agrees to obtain Commercial General Liability insurance on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.
 - 9.2 Prior to commencement of the Term, the City shall provide to PNM proof of, and continuously maintain during the Term, comprehensive commercial general liability insurance, with a minimum combined single limit of two million dollars (\$2,000,000) to cover any claim or liability which may result from any obligation of the City pursuant to or in any way associated with this Agreement. In addition, the City shall maintain

workers' compensation insurance in compliance with the laws of the State of New Mexico.

10. **NOTICE.** Notices required under this Agreement shall be deemed properly served if made in writing and delivered to the addresses set out below. Notices may be delivered by hand-delivery, certified mail, overnight courier, or email, provided that, in the case of email, a hard copy is sent via overnight courier within three (3) days of such communication. Notice by certified mail or hand delivery will be deemed to have been given when received or hand delivered. Notice by overnight mail or courier will be deemed to have been given on the date and time evidenced by the delivery receipt. Notices by email shall be deemed given, delivered, and received on the date of receipt via electronic mail, as shown in a delivery receipt.

If to the City:

City of Santa Fe Public Works Department Director
500 Market Station, Suite 200
Santa Fe, NM 87501
rawheeler@santafenm.gov

If to PNM:

PNM Electric Vehicle Program Manager
414 Silver Ave SW
Albuquerque, NM 87102
ev@pnm.com

The Parties may change any of the persons to whom notices are addressed, or their addresses, by providing written notice in accordance with this Section 10. For the avoidance of doubt, nothing in this Section 10 is intended to prevent informal communications between the Parties to effectuate the purposes of this Agreement.

11. **FORCE MAJEURE.** The Parties to this Agreement shall be excused from any failure or delay in the performance of their obligations if such obligations are prevented from being fulfilled due to Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full details of such Force Majeure to the other Party, in writing or by telephone followed by a writing, as soon as reasonably possible after the occurrence of the claimed event. A “Force Majeure” includes any act, event, or occurrence that is beyond the Party’s reasonable control and is not caused by the negligence or lack of due diligence of the affected Party or its contractors or suppliers and adversely affects the performance of that Party of its obligations under or pursuant to this Agreement. Such events or circumstances may include, but are not limited to: actions or inactions of civil or military authority (including courts and governmental or administrative agencies), acts of God, war, riot or insurrection, terrorism, blockades, embargoes, sabotage (including arson and vandalism), equipment failures, epidemics, pandemics, explosions and fires, hurricanes, floods, unusually severe weather events, and strikes, lockouts or other labor disputes (not caused by the failure of the affected Party to comply with the terms of a collective bargaining agreement).

12. **GOVERNING LAW; NO THIRD-PARTY BENEFICIARIES.** This Agreement will be governed by and interpreted in accordance with the laws of the State of New Mexico, excluding any conflicts of laws principles that would result in this Agreement being interpreted in accordance with any different law. This Agreement is intended for the benefit of the Parties herein only and does not grant any rights to any third parties unless otherwise specifically stated herein.

13. **MISCELLANEOUS.** This Agreement, including all attachments, constitutes the entire agreement between the City and PNM and may only be amended in writing signed by each of the Parties. If any of its provisions is held invalid or unenforceable by a court of competent jurisdiction, this Agreement will be construed as if not containing those provisions and the rights and obligations of the Parties hereto will be construed and enforced accordingly. Each Party

shall be responsible for its Representatives' compliance with this Agreement. The failure to enforce any terms of this Agreement will not constitute a waiver. The provisions of this Agreement regarding indemnification and limitation of liability will survive the termination or expiration of this Agreement.

14. **NEW MEXICO TORT CLAIMS ACT.** Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its “public employees” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

[Signatures are on following page(s)]

EXECUTION COPY

IN WITNESS WHEREOF, the Parties have duly executed this Agreement by their authorized representatives as of the Effective Date.

CITY OF SANTA FE

John Blair
John Blair (Jun 23, 2022 10:07 MDT)

John Blair, City Manager

Attest:

Kristine Mihelcic

Kristine Bustos Mihelcic, City Clerk XIV

City Attorney's Office:

Marcos Martinez
Marcos Martinez (May 18, 2022 14:15 MDT)

Senior Assistant City Attorney

Approved for Finances:

Alexis Lotero
Alexis Lotero (Jun 20, 2022 16:17 MDT)

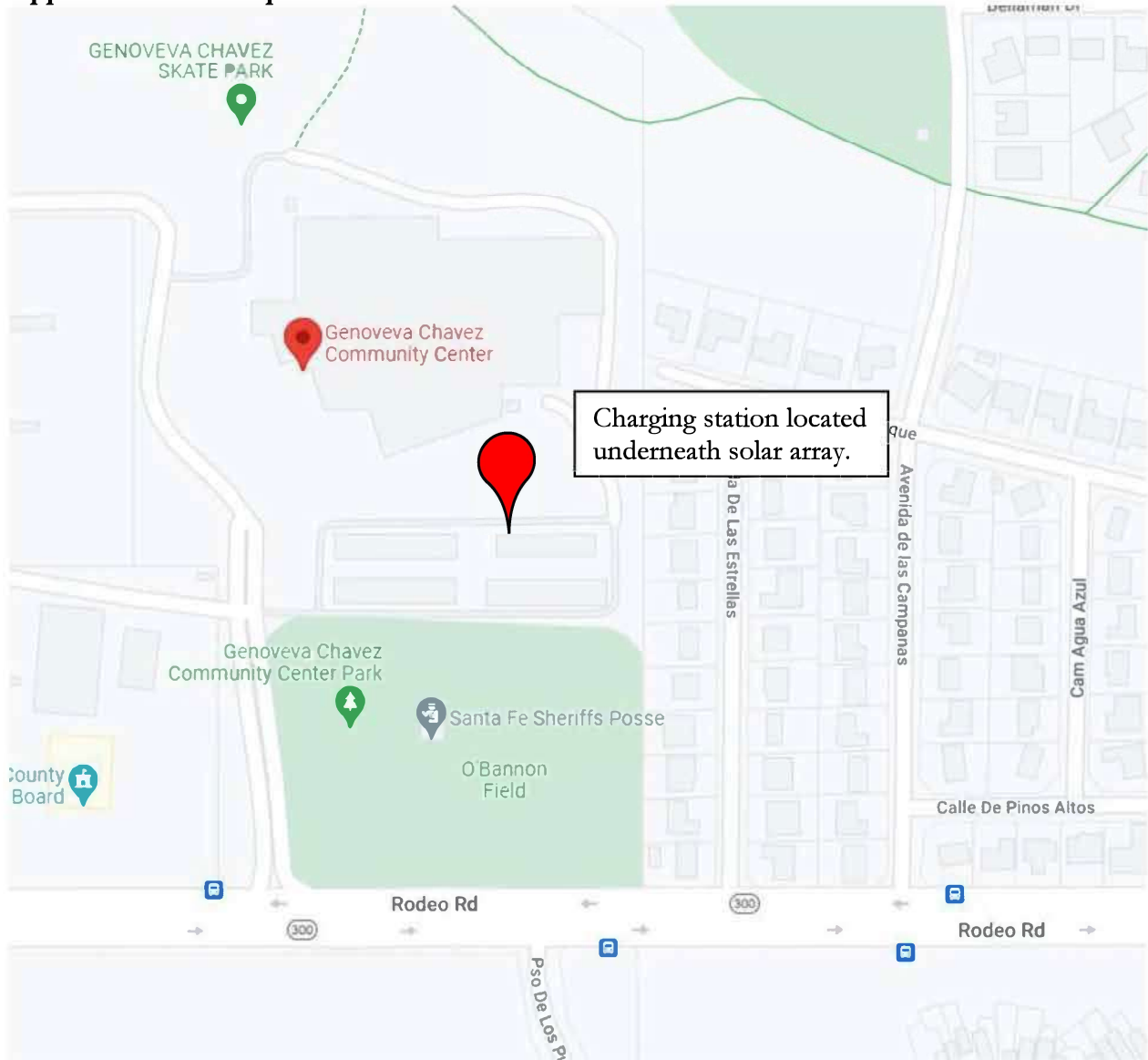
Alexis Lotero, Interim Finance Department

PUBLIC SERVICE COMPANY OF NEW MEXICO

Alaric J. Babej

Alaric J. Babej
Principal, Customer Energy Solutions

Appendix A: Site Map



Appendix B: Charging Station Data Sheet

See following pages.

CT4000 Level 2 Commercial Charging Station

Specifications and Ordering Information



CT4021

Ordering Information

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

Specify model number followed by the applicable code(s). The order code sequence is: **Model-Options. Software, Services** and **Misc** are ordered as separate line items.

Hardware

Description		Order Code
Model	1830 mm (6 ft) Single Port Bollard Mount	CT4011-GW1
	1830 mm (6 ft) Dual Port Bollard Mount	CT4021-GW1
	1830 mm (6 ft) Single Port Wall Mount	CT4013-GW1
	1830 mm (6 ft) Dual Port Wall Mount	CT4023-GW1
	2440 mm (8 ft) Dual Port Bollard Mount	CT4025-GW1
	2440 mm (8 ft) Dual Port Wall Mount	CT4027-GW1
Included	Integral Modem – North America	-GW1
Misc	Power Management Kit Bollard Concrete Mounting Kit	CT4000-PMGMT
	Bollard Concrete Mounting Kit	CT4001-CCM

*Note: ALLL CT4000 stations include Integral Modem -GW1.

Software & Services

Description	Order Code
ChargePoint Commercial Service Plan	CPCLD-COMMERCIAL- <i>n</i> *
ChargePoint Enterprise Plan	CPCLD-ENTERPRISE- <i>n</i> *
ChargePoint Assure	CT4000-ASSURE <i>n</i> *
Station Activation and Configuration	CPSUPPORT-ACTIVE
ChargePoint Station Installation and Validation	CT4000-INSTALLVALID

Note: All CT4000 stations require a network service plan per port.

*Substitute *n* for desired years (1, 2, 3, 4 or 5 years)

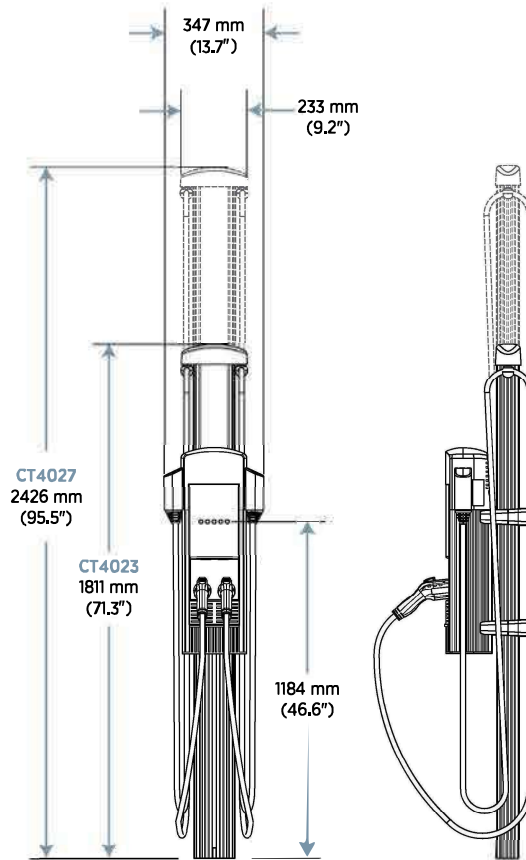
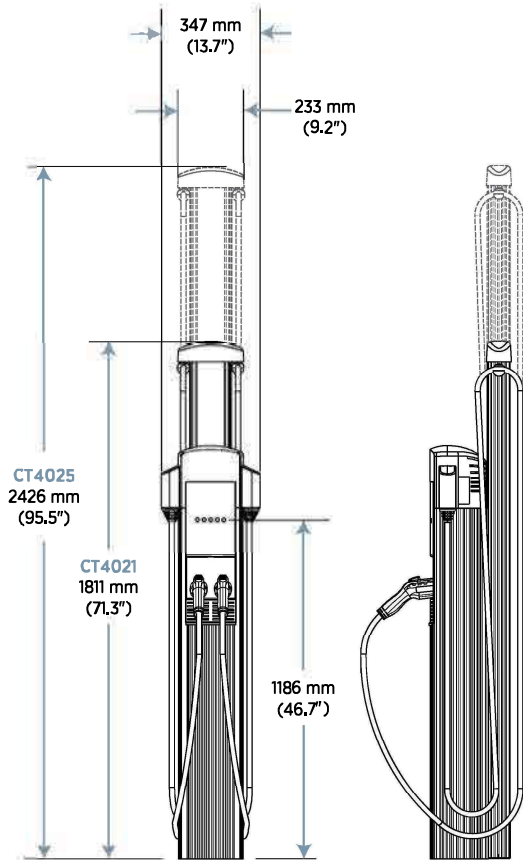
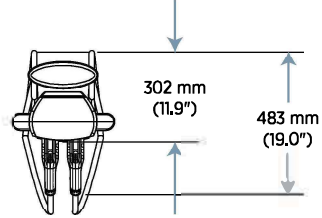
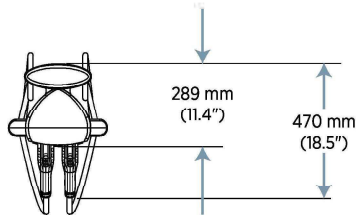
Order Code Examples

If ordering this...	...the order code is
1830 mm (6 ft) Dual Port Bollard Networked Station with Concrete Mounting Kit	CT4021-GW1 CT4001-CCM
ChargePoint Commercial Service Plan, 3 Year Subscription	CPCLD-COMMERCIAL-3
ChargePoint Station Installation and Validation	CT4000-INSTALLVALID
3 Years of Assure Coverage	CT4000-ASSURE3
1830 mm (6 ft) Single Port Wall Mount Networked Station	CT4013-GW1
ChargePoint Commercial Service Plan, 5 Year Subscription	CPCLD-COMMERCIAL-5
5 Years of Assure Coverage	CT4000-ASSURE5
Station Activation and Configuration	CPSUPPORT-ACTIVE

Architectural Drawings (Dimensions)

CT4021 1830 mm (6')
CT4025 2440 mm (8')
Bollard

CT4023 1830 mm (6')
CT4027 2440 mm (8')
Wall Mount



General Specifications

Electrical Input

Electrical Input	Single Port (AC Voltage 208 / 240V AC)			Dual Port (AC Voltage 208 / 240V AC)		
	Input Current	Input Power Connection	Required Service Panel Breaker	Input Current	Input Power Connection	Required Service Panel Breaker
Standard	30A	One 40A branch circuit	40A dual pole (non-GFCI type)	30A x 2	Two independent 40A branch circuits	40A dual pole (non-GFCI type) x 2
Standard Power Share	n/a	n/a	n/a	32A	One 40A branch circuit	40A dual pole (non-GFCI type)
Power Select 24A	24A	One 30A branch circuit	30A dual pole (non-GFCI type)	24A x 2	Two independent 30A branch circuits	30A dual pole (non-GFCI type) x 2
Power Select 24A Power Share	n/a	n/a	n/a	24A	One 30A branch circuit	30A dual pole (non-GFCI type)
Power Select 16A	16A	One 20A branch circuit	20A dual pole (non-GFCI type)	16A x 2	Two independent 20A branch circuits	20A dual pole (non-GFCI type)
Power Select 16A Power Share	n/a	n/a	n/a	16A	One 20A branch circuit	20A dual pole (non-GFCI type)
Service Panel GFCI	Do not provide external GFCI as it may conflict with internal GFCI (CCID)					
Wiring – Standard	3-wire (L1, L2, Earth)			5-wire (L1, L1, L2, L2, Earth)		
Wiring – Power Share	n/a			3-wire (L1, L2, Earth)		
Station Power	8 W typical (standby), 15 W maximum (operation)					

Electrical Output

Electrical Output	Single Port (AC Voltage 208 / 240V AC)	Dual Port (AC Voltage 208 / 240V AC)
Standard	7.2 kW (240V AC @ 30A)	7.2 kW (240V AC @ 30A) x 2
Standard Power Share	n/a	7.2 kW (240V AC @ 30A) x 1 or 3.8 kW (240V AC @ 16A) x 2

Power Select 24A	5.8 kW (240V AC @ 24A)	5.8 kW (240V AC @ 24A) x 2
Power Select 24A Power Share	n/a	5.8 kW (240V AC @ 24A) x 1 Or 2.9 kW (240V AC @ 12A) x 2
Power Select 16A	3.8 kW (240V AC @ 16A)	3.8 kW (240V AC @ 16A) x 2
Power Select 16A Power Share	n/a	3.8 kW (240V AC @ 16A) x 1 Or 1.9 kW (240V AC @ 8A) x 2

Functional Interfaces

	Single Port (AC Voltage 208 / 240V AC)	Dual Port (AC Voltage 208 / 240V AC)
Connector Types	SAE J1772™	SAE J1772™ x 2
Cable Length — 1.8 m (6 ft) Cable Management	5.5 m (18 ft)	5.5 m (18 ft) x 2
Cable Length — 2.4 m (8 ft) Cable Management	n/a	7 m (23 ft)
Overhead Cable Management System	Yes	
LCD Display	145 mm (5.7 in) full color, 640 x 480, 30 fps full motion video, active matrix, UV protected	
Card Reader	ISO 15693, ISO 14443, NFC	
Locking Holster	Yes	Yes x 2

Safety and Connectivity Features

Ground Fault Detection	20 mA CCID with auto retry
Open Safety Ground Detection	Continuously monitors presence of safety (green wire) ground connection
Plug-Out Detection	Power terminated per SAE J1772™ specifications
Power Measurement Accuracy	+/- 2% from 2% to full scale (30A)
Power Report/Store Interval	15 minute, aligned to hour. Vehicle to grid connected and responsive to TOU signals
Local Area Network	2.4 GHz WiFi (802.11 b/g/n)
Wide Area Network	LTE Category 4

Safety and Operational Ratings

Station Enclosure Rating	Type 3R per UL 50E
Safety and Compliance	UL and cUL listed; complies with UL 2594, UL 2231-1, UL 2231-2, and NEC Article 625
Station Surge Protection	6 kV @ 3,000A. In geographic areas subject to frequent thunder storms, supplemental surge protection at the service panel is recommended.
EMC Compliance	FCC Part 15 Class A
Operating Temperature	-40°C to 50°C (-40°F to 122°F)
Non-Operating Temperature	-40°C to 60°C (-40°F to 140°F)
Terminal Block Temperature Rating	105°C (221°F)
Operating Humidity	Up to 85% @ 50°C (122°F) non-condensing
Non-Operating Humidity	Up to 95% @ 50°C (122°F) non-condensing
Network	All stations include integral LTE modem and will be automatically configured to operate as gateway or non-gateway as needed

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



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