

LICENSE/HOST SITE AGREEMENT

This agreement is entered into as of May _____, 2023 by and between the Town of Manlius, with its principal offices at 301 Brooklea Drive, Fayetteville, New York (hereinafter "Town"), and DB Real Estate Manlius, LLC, a New York limited liability company, with its principal offices at 802 South Crouse Ave. , Syracuse, New York 13210 Attn: John S. Dellas (hereinafter "Host Site Owner" or "Licensor").

WHEREAS, the Town has acquired a grant from the New York State Energy Research and Development Authority ("NYSERDA"), which will provide funds that will be used to construct, install, lease, operate and maintain an electric vehicle charging station for use by the public; and

WHEREAS, the Host Site Owner acknowledges the value of installing electric vehicle charging station(s) on its premises, a private parking lot, and desires to grant access and use of a portion of the premises, as more particularly described below, to the Town for such purposes pursuant to the terms set forth herein;

WHEREAS, the Town desires and intends to install a "Level 2, Dual Electric Vehicle Charging Station" (hereinafter "Charging Station") to complete a "High Impact Action" needed to qualify the Town as a Clean Energy Community per NYSERDA requirements, and

WHEREAS, the installation and maintenance of such a Charging Station would benefit the residents of both the Town and the Licensor, and

WHEREAS, the Town and the Licensor agree that the Licensor Parking Lot is a suitable central location for the installation of the Charging Station.

NOW THEREFORE, the Town and the Host Site Owner (sometimes referred to herein collectively as the "Parties" and individually as a "Party"), in consideration of the above and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties agree as follows:

NOW THEREFORE, it is hereby agreed:

1. **USE OF SPACE.** The Licensor hereby grants the Town a nonexclusive license and permission to install the Charging Station and designate two adjacent parking spaces for the use thereof adjacent to one of Licensor's buildings in the Licensor Parking Lot (as shown on the attached Map as Exhibit A). The Town shall utilize the designated spaces solely for the installation of the Charging Station and its use for the charging of electric vehicles. One spot shall be designated for charging of electric vehicles only. The second spot will be also available for general public parking. The Licensor shall have no responsibility or liability for the monitoring or policing of the designated spaces or the use thereof.

2. **CONSIDERATION.** The Licensor will not charge rent or other fees for the Town's use of the spaces in the Licensor Parking Lot.

3. **INSTALLATION, REPAIRS AND MAINTENANCE.** The Town will not make, or authorize to be made, any alterations or additions to any portion of the Licensor Parking Lot without first obtaining the Licensor's written consent and approval to the specific location and all installation plans and specifications. The Town will provide and own the Charging station equipment and will also pay for its installation, maintenance, repair, including the conduit and wire from an existing power pole at the rear of Licensor's property (behind the existing

Dave's Diner location) to the sub-meter, and all other wiring needed to make the system safe and functional. The Town shall also have the electrical wiring inspected by a certified electrical inspector before the Licensor energizes the Charging Station, and shall pay any and all costs associated with its removal and associated restoration of the parking lot and capping of all disconnected electrical connections. It is the intent of the Parties that the Charging Station will be sub-metered and the Town will be billed directly by National Grid. In the event that sub-metering is not possible, the Licensor will bill the Town for any electricity used at the Charging Station in accordance with its usual billing rates and practices, and the Town agrees to pay all such bills. The Licensor shall provide snow plowing and other maintenance of the designated spaces as part of its general maintenance activities for the Licensor Parking Lot.

4. INDEMNIFICATION AND INSURANCE. The Town shall defend, indemnify and hold the Licensor harmless from and against any claim for damages which is made against the Licensor and any expense associated with such claim arising out of, or by reason of any act or omission by the Town in exercising its rights under this Agreement, and/or arising out of the use of the Charging Station, excepting any damages or expense, or allocated portion thereof, attributable to the negligence of the Licensor. The Town will cause the Licensor to be named as an additional insured under the Town's general liability insurance policies for purposes of the duties and obligations herein assumed by the Town, and will provide evidence of such insurance to the Licensor showing liability limits of at least \$1,000,000 per occurrence for personal injury and death, and \$500,000 for property damage.

5. SIGNS. Any signs for the Charging Station will be provided and maintained by the Town in compliance with applicable laws and/or regulations of the Village of Manlius, and any sign locations must be in areas approved in writing by Licensor. Upon the expiration or earlier termination of this agreement, The Town shall remove all such signs and repair any damage caused thereby.

6. NOTICES. Any notices under this agreement shall be sent by first class mail in-care of the Licensor and Supervisor of the Town respectively at the addresses first indicated above or such other addresses as may be provided in writing from time to time by either party.

7. TERM. The initial term of this agreement shall be for four (4) years from the date of its complete execution. This agreement shall thereafter be deemed renewed for successive one year terms unless notice to terminate the agreement is delivered by either party to the other. Any such notice of termination shall be delivered not less than thirty (30) days prior to its effective date.

9. SAVINGS CLAUSE. If any provision of this agreement is deemed to be invalid or inoperative for any reason, that part may be modified by the parties to the extent necessary to make it valid and operative; or if it cannot be so modified, then severed, and the remainder of the agreement shall continue in full force and effect as if the agreement had been signed with the invalid portion so modified or eliminated. This agreement shall be deemed to include any provision or clause otherwise required by law.

10. ENTIRE AGREEMENT. This Agreement constitutes the complete understanding of the parties. No modification of any provisions shall be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, the respective parties have obtained the proper authorization to enter this agreement hereby execute said agreement on this ____ day of _____, 2023.

DB REAL ESTATE MANLIUS, LLC

TOWN OF MANLIUS

By: _____

Name: John S. Dellas

Title: Member

Date: _____

By: _____

Name: John T. Deer

Title: Town Supervisor

Date: _____

EXHIBIT A
(SEE ATTACHED MAP)