



**TOWN OF LEWISBORO
TOWN BOARD MEETING 7:30 P.M.
AGENDA
LEWISBORO LIBRARY
MONDAY, FEBRUARY 28, 2022**

I. PUBLIC COMMENT

II. COMMUNICATIONS

III. CONSENT AGENDA

Approval of Minutes of February 14, 2022

IV. NEW BUSINESS

- a. CityScape Presentation – Susan Rabold**
- b. Discussion: BLINK EV Charger No Cost Option**
- c. Discussion: Increase of Fines for False Fire Alarms**
- d. Resolution Waiving Procurement Policy Requirements for Fireworks**
- e. Resolution Accepting Resignation of Part-time Police Officer Drew Conetta for Purposes of Retirement and Rehire**
- f. Resolution Authorizing Use of Town Park for John Jay Youth Lacrosse Fundraiser and Waiving Fees**
- g. Resolution Approving Outdoor Special Events & Sales Permit Application for Farmer's Grind, to Occur on Ten Saturdays from June to October 2022**

V. PUBLIC COMMENT

VI. APPROVAL OF CLAIMS

VII. POLLING OF THE BOARD

VIII. ANNOUNCEMENTS

Town Board Meeting Monday, March 14, 2022, at 7:30 p.m., at the Lewisboro Library

MOTION TO GO INTO EXECUTIVE SESSION

Town Board Meetings Accessibility: The Town of Lewisboro is committed to providing equal access to all its facilities, services, and activities to the fullest extent possible. The Town House, Cyrus Russell Community House, Onatru Farmhouse, and the Bouton Road Town Offices are accessible to persons with physical handicaps. If anyone who wishes to attend any meeting of the Town Board has special needs, please contact the Supervisor's Office (763-3151) at least one week before any scheduled in-person meeting, and we will try to accommodate whenever possible.

Join Zoom Meeting

<https://zoom.us/j/93691018506?pwd=VFM5MDExYzRhRjVpQzRxN1dNLzliQT09>

Meeting ID: 936 9101 8506

Passcode: 994375

Dial by your location

+1 929 205 6099 US (New York)

Meeting ID: 936 9101 8506

Passcode: 994375

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Office of Climate Change

625 Broadway, 9th Floor, Albany, New York 12233-1030

P: (518) 402-8448 | F: (518) 402-9021 | climatechange@dec.ny.gov

www.dec.ny.gov

January 19, 2021

Honorable Tony Goncalves
Supervisor
Town of Lewisboro
11 Main Street, P.O. Box 500
South Salem, NY 10590

**Re: Municipal Zero-emission Vehicle Infrastructure Grant Program - Grants
Gateway Multiple Applications**

Dear Supervisor Goncalves:

Thank you for submitting the following applications to the Municipal Zero-emission Vehicle (ZEV) Infrastructure Grant Program.

DEC01-ZEVIN-2021-00123
DEC01-ZEVIN-2021-00124
DEC01-ZEVIN-2021-00125
DEC01-ZEVIN-2021-00126
DEC01-ZEVIN-2021-00127
DEC01-ZEVIN-2021-00128

The New York State Department of Environmental Conservation has completed its review of applications for the ZEV Infrastructure Grant Program. I regret to inform you that the proposals referenced above were not selected for award, as all available funding was awarded to completed proposals submitted prior to this application.

Please see the Office of Climate Change grants webpage, <https://www.dec.ny.gov/energy/109181.html>, for information regarding the beginning of round six of the Municipal ZEV Infrastructure Grant Program. We appreciate your efforts toward reducing greenhouse gas emissions and adapting to climate change in New York State and look forward to working with you in the future. If you have any questions, please contact us at zevrebate@dec.ny.gov or (518) 402-8448.

Sincerely,



Mark DePaul Lowery
Assistant Director



Department of
Environmental
Conservation

c: Janet Donohue, Town Clerk
Jennifer Caviola, Deputy Town Clerk

EXCLUSIVE ELECTRIC VEHICLE CHARGING SERVICES AGREEMENT

BETWEEN:

BLINK NETWORK, LLC An Arizona limited liability company 605 Lincoln Road, 5th Floor Miami Beach, Florida 33139 Tel: (305) 521-0200 Fax: (305) 521-0201 Email: sales@blinkcharging.com (hereinafter “ Provider ”)	AND	 _____ Client’s Name; EIN A _____ Client’s State of Incorporation _____ Address _____ Address _____ Client’s Business Address Tel: _____ Email: _____ (hereinafter “ Client ”)
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Provider and Client may be individually referred to as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, Provider, is engaged in manufacturing, operating, marketing, selling, managing, and servicing electric vehicle (“**EV**”) networked charging equipment (the “**Equipment**”); and
WHEREAS, Client is the owner, leaseholder, or manager of the property(ies) located at the address(es) listed in Schedule I (“**Property**”); and
WHEREAS, Client and Provider are interested to deploy and operate the Equipment on the Property through the terms and conditions set forth in this agreement (“**Service Agreement**” or “**Agreement**”).

NOW THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

1. AGREEMENT SUMMARY AND DEFINITIONS:

Provider	In some sections in this Agreement “ Provider ” may include Provider’s affiliates, subcontractors, and/or agents
Effective Date	For the purposes of the Parties obligations, the date this Agreement is Executed; and for the purposes of the expiration of the Term only, the date the Equipment is actually installed
Initial Term	9 years following the Effective Date
Renewal Term	Two automatic renewals of 9 years each
Equipment	The Equipment listed in Schedule II
Property	Those property locations with the address(es) listed in Schedule I
Equipment Ownership	Provider
Installation Responsibility	Provider
Other Charges – Provider’s Responsibility	Network/connectivity Fees \$18 per month; Transaction Fees – 8% of Gross Revenues; and Electricity Reimbursement
Equipment Prices	Covered by Provider
Revenue Sharing	Provider 95% - Client 5%
Federal/State/Local Credits/Rebates/Grants	Payable to Provider
Sourcwell Contract No.	042221-BLK

*All the terms used in the summary, above, have the same meanings attached to the terms within this Agreement.

1 Engagement

- 1.1 Provider and Client hereby engage in this exclusive electric vehicle charging service agreement whereby Provider will supply, install, operate, and service the Equipment listed in Schedule II, on the property addresses listed in Schedule I, under the terms and conditions hereof throughout the Term.
- 1.2 **Installation.** Provider shall install the Equipment at the location(s) within the Property specifically designated for EV charging by Client and set forth and/or depicted by diagrams on annexed Schedule I (collectively, hereinafter the “**Designated Areas**”). The Property list (Schedule I) may be updated from time to time

- throughout the Term to include additional properties. Provider will connect the Equipment to the electricity grid and bear the cost associated with the installation. Provider undertakes to: use licensed professional services; and obtain all necessary permits, to install the Equipment within 60 days following the execution of this Agreement. Upon Provider’s installation, the Parties will execute an Installation Date Acknowledgement Certificate (Schedule III) for which will establish the Effective Date.
- 1.3 **Services.** Provider will service and operate the Equipment at the Designated Areas during the Term (defined below).

2 Term and Termination

- 2.1 **Initial Term.** The initial term of this Agreement shall be for a period of nine (9) years commencing on the Effective Date (“**Initial Term**”).
- 2.2 **Renewal Term; Term.** This Agreement shall automatically renew for two additional nine (9) year renewal terms (each, a “**Renewal Term**” and, together with the Initial Term, the “**Term**”); Upon expiration of the second Renewal Term, unless terminated earlier, the Agreement shall continue on a month-to-month basis.
- 2.3 **Termination.** Provider may terminate this Agreement by delivering Client a written notice of termination at any time prior to the expiration of the Term or any applicable Renewal Term.
- 2.4 **Termination Fee; Removal Cost.** In the event Client elects to terminate this Agreement prior to the end of the Initial Term, Client agrees to pay Provider a termination fee equal to Provider’s unamortized cost of any installed Equipment at the Property, per the amortization schedule, based on a nine (9) year period from the installation of the Equipment (Schedule II) (the “**Termination Fee**”). If Client terminates the Agreement at any time during the Term (including throughout any of the Renewal Terms) Client will be subject to a removal fee, in the amount of \$750, which will cover the removal of the Equipment and shipment of the Equipment back to Provider’s facility in the US (the “**Removal Cost**”). However, Client shall not be subject to payment of the Removal Cost, if it chooses to independently remove the Equipment and ship the Equipment to Provider’s facilities.
- 2.5 **Removal of Equipment.** Provider shall have the right, but not the obligation, upon the termination or expiration of this Agreement, to enter upon the Property within sixty (60) days after such termination/expiration and to remove the Equipment (which all right, title and interest in said Equipment shall at all times during the term of this Agreement, be deemed property of Provider) as well as any other ancillary property of Provider relating thereto. Provider shall coordinate removal of Equipment with Client.

3 Equipment

- 3.1 **Supply.** Provider shall supply the Equipment listed in Schedule II, shortly after the execution of this Agreement.
- 3.2 **Ownership.** All rights, titles and interests in and to the Equipment shall, at all times during the Term, be and remain the property of Provider. Provider’s ownership shall include, but not limited, to all hardware, software, records, files and/or data collected or produced by the Equipment (the “**Proprietary Data**”), as well as any and all environmental (or similar) credits generated by the Equipment or the use or disbursement of electricity by the Equipment.
- 3.3 **Grants and Rebates.** Provider holds all right, title, and interest in and to any grants and/or rebates received, or may be received in the future, in connection with the installation, and/or operation of the Equipment and/or the Network under this Agreement. If any grant and/or rebate is received in the name of the Client or its subsidiaries, Client expressly agrees that this Agreement shall act as an assignment of its right, title, and interest in and to such grant and/or rebate.

____ (Client initials)

- 3.4 **Additional Equipment.** Provider may assess, from time to time, the need for additional Equipment on the Property based on certain parameters and make its recommendations to the Client. If accepted: (i) Provider shall perform all installations of the additional Equipment and carry all associated costs; (ii) the parties will execute an Installation Date Acknowledgement Certificate (Schedule III) for the additional Equipment, which will establish a new Effective Date. The Term of this Agreement shall restart from the day of the new Effective Date.

- 3.5 **Markings.** The Equipment will be marked with the following information for users: contact information for complaints, notification and service issues and a statement of Provider’s responsibility to service issues, damages or loss.
- 3.6 **Property Condition.** Client agrees, at its own expense and at all times during the Term, to keep the electrical installation (panels, breakers conduits, and wiring), public areas, streets, and sidewalks appurtenant to any Designated Areas, reasonably free of debris and rubbish, and in good repair and condition. In addition, Client shall provide and maintain, in compliance with any applicable codes and statutes, such outdoor lights and lighting as may be necessary to illuminate the Designated Areas and Equipment. Client shall be responsible for protecting the Equipment on the Property.
- 3.7 **Internet Connection.** In the event the Equipment cellular signal is not available or non-functioning, Client will allow Provider to access its Wi-Fi network or wired ethernet (LAN) if such networks are available at the Property.
- 3.8 **Signage.** Provider will install and pay all costs and expenses associated with signage that it will supply, for marking the spot in the Designated Area(s) as EV charging station area.

4 Access to Equipment

- 4.1 Client grants Provider a license for Provider, its employees, agents, and vendors to enter upon the Property at any time (and to the extent possible, with notice to Client), for the purposes of inspecting, servicing, and maintaining the Equipment. Client shall not interfere with Provider’s services, maintenance, or data collection from the Equipment, or its other responsibilities under this Agreement.

5 Licenses/Permits

- 5.1 Client must assist Provider in obtaining all necessary licenses and/or permits for the installation and operation of the Equipment.

6 Maintenance and Customer Service

- 6.1 Provider will service and operate the Equipment.
- 6.2 Provider will maintain and replace the Equipment as necessary to keep the Equipment in proper working order.
- 6.3 Provider will make available technical service support personnel to promptly service the Equipment in a commercially reasonable manner.
- 6.4 If Client knows, or becomes aware, of any actual or potential claim against Provider by any person or entity, or any actual or potential malfunction of the Equipment, Client shall promptly notify Provider upon discovery of such claim or malfunction.
- 6.5 If the Equipment requires maintenance or replacement due to vandalism, Client shall be responsible to carry the costs associated with such services.

7 Payments and Fees

- 7.1 **Collection of Revenue.** Provider will record the Equipment usage and collect all revenue generated by the Equipment.
- 7.2 **Revenue Payment.** Provider shall remit to Client five percent (5%) of the Net Revenues generated by the Equipment (“**Revenue Payment**”).
- 7.3 **Net Revenues**” are defined as the gross revenues generated from the Equipment through EV charging fees and advertising (“**Gross Revenues**”), minus: (i) any and all taxes paid by Provider, (ii) transaction fees of eight percent (8%) of Gross Revenues, (iii) \$18.00 per month, per charging station in network/connectivity fees related to the operation of the Equipment, and (iv) Electricity payments or reimbursements by Provider for the period (i), (ii), and

<p>(iii) being referred to hereinafter as the “Fees”).</p> <p>7.4 Provider shall issue the Revenue Payment to Client on or before the fifteenth (15th) day of each month subsequent to the applicable monthly revenue period. An activity report for the reported month detailing: the number of transactions, the Gross Revenues, and the Service Fees, will accompany each Revenue Payment.</p> <p>7.5 If the Gross Revenues do not cover the Fees incurred in a given month, such unpaid Fees will accrue to the following month.</p> <p>7.6 Client waives all claims for any additional payments beyond the Revenue Payment.</p> <p>7.7 ACH Payments. Client will obtain its monthly Revenue Payments through direct electronic transmissions (ACH Payments) by providing its banking information to Provider and executing the ACH form attached as Schedule IV hereof. Client agrees that unless Client executes the ACH Form, no Revenue Payment shall be processed to Client unless and until either (i) the aggregate amount due to Client (including the Revenue Payment and the Electricity Reimbursement (defined below)) exceeds \$50.00 or (ii) it is January 15th and there are unpaid Revenue Payments due to Client as of December 31st of the previous year.</p> <p>7.8 Session Limits. Provider shall be solely responsible for managing issues relating to session time limits, advertising fees or other charges relating to use of the Equipment.</p> <p>7.9 Electricity.</p> <p>Client Electric Meter. If the Equipment is connected to Client’s electric meter, Provider shall reimburse Client for the electricity used by the Equipment (the “Electricity Reimbursement”), in accordance with the usage indicated by the Equipment’s internal meter. The meter indicates the exact amount of Kilowatt-hours (kWh) that the Equipment utilizes in charging EVs during each calendar month (“Monthly kWh”). Provider will then reimburse the Client for the Monthly kWh at the rate per kWh, which the utility company charges the Client in its monthly electricity bill. The Electricity Reimbursement shall be issued by Provider to Client together with the Revenue Payment. Unless Client executes the ACH Form Schedule V, no Electricity Reimbursement shall be sent to Client unless and until either (i) the aggregate amount due to Client (including the Revenue Payment and the Electricity Reimbursement) exceeds \$50.00 or (ii) it is January 15th and there are unpaid Electricity Reimbursements due to Client as of December 31st of the previous year.</p> <p>Provider Electric Meter. Provider is hereby granted the option, which it may exercise at its sole discretion, to install its own electric meter at the Property and connect the Equipment to such meter at no cost to Client.</p> <p>7.10 Equipment Upgrade. During the Term, Provider, at its sole discretion, may upgrade the Equipment within the Designated Areas. Provider shall be solely responsible for all costs associated with such upgrade.</p> <p>7.11 Relocation. During the Term, Client shall not unreasonably withhold its approval of Provider’s request to relocate or remove underperforming Equipment from a specific location to a different location within the Designated Area(s). Provider shall be responsible for all costs associated with the relocation or removal of the Equipment. In the event the relocation or removal of the Equipment is made due to the determination of the Client or a third party, Client shall be responsible for all costs associated with the removal and/or relocation.</p>	<p>8.2 Provider and/or its parent may release information concerning this Agreement as a press release substantially similar to the draft press release attached as Schedule V hereto.</p> <p>8.3 Client agrees that Provider may use Client’s name and logo as a customer in its marketing materials.</p> <p>8.4 Client may not disclose any information relating to this Agreement without obtaining Provider’s prior approval, in writing.</p>

- 13.2 In such action, Provider shall not be required to plead or prove irreparable harm or lack of an adequate remedy at law or post a bond or any security.

14 Privacy

- 14.1 Where a Party provides or makes available personal information to the other Party in connection with this Agreement, the first Party must: **(i)** comply with all Privacy Laws in relation to that personal information; and **(ii)** take all steps that are reasonable in the circumstances to keep that personal information safe and secure.
- 14.2 Privacy Laws. Client agrees, that to the extent that any Confidential Information provided to Client comprises any Personal Data Client will: (i) comply with all applicable Data Protection Laws “Data Protection Laws” means: (a) the General Data Protection Regulation (EU) 2016/679 (“GDPR”) and any regulations and secondary legislation, as amended or updated from time to time in the Client’s country of residence; (b) any successor legislation to the GDPR or the Data Protection Acts 1988 and 2018; and (c) the Privacy laws of the State the Client is located, in connection with the processing of such Personal Data (the terms “processing” and “Personal Data” having the meaning given to such terms in Data Protection Laws from time to time); and (ii) when applicable, not transfer Confidential Information comprising Personal Data outside the EEA unless the Client can ensure that such transfer is performed in accordance with the Data Protection Laws.

15 Force majeure

- 15.1 If Provider is delayed in or prevented from the performance of any act required under this Agreement by reason of any strike, lockout, labor trouble, inability to procure materials or energy, failure of power, weather, restrictive governmental laws or regulations, riot, insurrection, picketing, sit-ins, war, pandemic or other unavoidable reason of a like nature not attributable to the negligence or fault of Provider, the performance of such work or action will be excused for the period of the unavoidable delay and the period for the performance of any such work or action will be extended for an equivalent period.

16 Dispute resolution

- 16.1 This Section 16 applies to any dispute which arises between Provider and Client in connection with this Agreement (“**Dispute**”).
- 16.2 **Amicable Resolution.** If either Party considers that a Dispute has arisen as a result of the conduct of the other Party, it may issue a notice to the other Party, setting out reasonable particulars of the conduct which gives rise to the Dispute (“**Dispute Notice**”). The Parties must promptly hold discussions between their representatives after the issue of a Dispute Notice to attempt to resolve the Dispute (the “**Discussion**”).
- 16.3 If the Dispute has not been resolved within ten business days following the Discussion, either Party may pursue its rights and remedies under this Agreement as it sees fit.
- 16.4 **Court Proceedings.** Notwithstanding the above, Provider may, at any time, commence court proceedings in relation to a Dispute or claim arising in connection with this Agreement.
- 16.5 **Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of Florida, without regard to conflict of laws. Any suit involving any Dispute arising under this Agreement may only be brought in State or Federal Court of Miami-Dade County, Florida which shall have exclusive jurisdiction over the subject matter of the Dispute.
- 16.6 EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM

ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER AGREEMENT OR INSTRUMENT DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

17 Notice

- 17.1 Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be: **(i)** hand-delivered, or **(ii)** mailed by certified mail, return receipt requested, or **(iii)** sent via recognized overnight courier service to the addresses listed above, or **(iv)** transmitted by fax, or **(v)** by email.
- 17.2 Notwithstanding Section 17.1, above neither Party may use email or fax transmissions to give notice of breach or termination to the other Party, such breach/termination notice must be sent by certified mail return receipt requested.

18 Insurance

- 18.1 Each Party shall hold and maintain, at all times during the Term, fitting and suitable insurance policies according to the reasonably perceived risks associated with each Party’s responsibilities under this Agreement, and in accordance with standard industry practice.

19 General

- 19.1 Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between the parties hereto or constitute or be deemed to constitute any Party as the agent or employee of the other Party for any purpose whatsoever and neither Party shall have authority or power to bind the other or to contract in the name of, or create a liability against, the other in any way or for any purpose.
- 19.2 Client agrees to comply with all applicable laws, statutes, regulations or rules, including those of applicable self-regulatory bodies in its performance of this Agreement.
- 19.3 Client may not assign, in whole or in part, or novate its rights and obligations under this Agreement without the prior written consent of Provider.
- 19.4 This Agreement supersedes all previous agreements about its subject matter. This Agreement embodies the entire agreement between the parties.
- 19.5 A right under this Agreement may only be waived in writing signed by the party granting the waiver and is effective only to the extent specifically set out in the waiver.
- 19.6 This Agreement may be signed in any number of counterparts. All counterparts together make one instrument.
- 19.7 **Client Representation:** If Client is not the Property Owner, or Leaseholder of the Property, and in the case of a leaseholder, if Client does not have authority to carry out its obligations under this Agreement pursuant to its lease agreement with the Property Owner, Client hereby expressly warrants that it will obtain the Property Owner or Leaseholder’s signature in the section of the signature panel titled “Property Owner/Leaseholder’s Acceptance and Agreement.”

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have each caused this Agreement to be executed by their officers duly authorized to execute the same as of the day and year first above written.

Signed by the authorized representative of **PROVIDER:**

Signed by the authorized representative of **CLIENT:**

Signature:

Signature:

Name:

Name:

Position:

Position:

Date:

Date:

Property Owner/Lessee’s Acceptance and Agreement:
By adding our signature below, we accept all of the terms of this Agreement that might apply to us, or might be affected by our ownership or leasehold on the Property, during the Term hereof. Additionally, our signature below expressly grants the authority to Client to enter into this Agreement and carry out any obligations and make any decisions pursuant to this Agreement which may need our authorization due to our ownership or leasehold on the Property:

Signature:

Name:

Position:

Date:

Property Address	Designated Area	Mark on the Map	Point of Contact

Equipment Name	Details	Serial Numbers

Amortization Schedule:

Month	Advanced			Smart			Kiosk			Dual			Triangular Ped			Rectangular Ped		
	MSRP		\$ 3,499.00	MSRP		\$ 2,499.00	MSRP		\$ 1,799.00	MSRP		\$ 6,499.00	MSRP		\$ 649.00	MSRP		\$ 599.00
1		\$ (13.88)	\$ 3,485.12		\$ (9.92)	\$ 2,489.08		\$ (7.14)	\$ 1,791.86		\$ (25.79)	\$ 6,473.21		\$ (2.58)	\$ 646.42		\$ (2.38)	\$ 596.62
2		\$ (13.88)	\$ 3,471.23		\$ (9.92)	\$ 2,479.17		\$ (7.14)	\$ 1,784.72		\$ (25.79)	\$ 6,447.42		\$ (2.58)	\$ 643.85		\$ (2.38)	\$ 594.25
3		\$ (13.88)	\$ 3,457.35		\$ (9.92)	\$ 2,469.25		\$ (7.14)	\$ 1,777.58		\$ (25.79)	\$ 6,421.63		\$ (2.58)	\$ 641.27		\$ (2.38)	\$ 591.87
4		\$ (13.88)	\$ 3,443.46		\$ (9.92)	\$ 2,459.33		\$ (7.14)	\$ 1,770.44		\$ (25.79)	\$ 6,395.84		\$ (2.58)	\$ 638.70		\$ (2.38)	\$ 589.49
5		\$ (13.88)	\$ 3,429.58		\$ (9.92)	\$ 2,449.42		\$ (7.14)	\$ 1,763.31		\$ (25.79)	\$ 6,370.05		\$ (2.58)	\$ 636.12		\$ (2.38)	\$ 587.12
6		\$ (13.88)	\$ 3,415.69		\$ (9.92)	\$ 2,439.50		\$ (7.14)	\$ 1,756.17		\$ (25.79)	\$ 6,344.26		\$ (2.58)	\$ 633.55		\$ (2.38)	\$ 584.74
7		\$ (13.88)	\$ 3,401.81		\$ (9.92)	\$ 2,429.58		\$ (7.14)	\$ 1,749.03		\$ (25.79)	\$ 6,318.47		\$ (2.58)	\$ 630.97		\$ (2.38)	\$ 582.36
8		\$ (13.88)	\$ 3,387.92		\$ (9.92)	\$ 2,419.67		\$ (7.14)	\$ 1,741.89		\$ (25.79)	\$ 6,292.68		\$ (2.58)	\$ 628.40		\$ (2.38)	\$ 579.98
9		\$ (13.88)	\$ 3,374.04		\$ (9.92)	\$ 2,409.75		\$ (7.14)	\$ 1,734.75		\$ (25.79)	\$ 6,266.89		\$ (2.58)	\$ 625.82		\$ (2.38)	\$ 577.61
10		\$ (13.88)	\$ 3,360.15		\$ (9.92)	\$ 2,399.83		\$ (7.14)	\$ 1,727.61		\$ (25.79)	\$ 6,241.10		\$ (2.58)	\$ 623.25		\$ (2.38)	\$ 575.23
11		\$ (13.88)	\$ 3,346.27		\$ (9.92)	\$ 2,389.92		\$ (7.14)	\$ 1,720.47		\$ (25.79)	\$ 6,215.31		\$ (2.58)	\$ 620.67		\$ (2.38)	\$ 572.85
12		\$ (13.88)	\$ 3,332.38		\$ (9.92)	\$ 2,380.00		\$ (7.14)	\$ 1,713.33		\$ (25.79)	\$ 6,189.52		\$ (2.58)	\$ 618.10		\$ (2.38)	\$ 570.48
13		\$ (13.88)	\$ 3,318.50		\$ (9.92)	\$ 2,370.08		\$ (7.14)	\$ 1,706.19		\$ (25.79)	\$ 6,163.73		\$ (2.58)	\$ 615.52		\$ (2.38)	\$ 568.10
14		\$ (13.88)	\$ 3,304.61		\$ (9.92)	\$ 2,360.17		\$ (7.14)	\$ 1,699.06		\$ (25.79)	\$ 6,137.94		\$ (2.58)	\$ 612.94		\$ (2.38)	\$ 565.72
15		\$ (13.88)	\$ 3,290.73		\$ (9.92)	\$ 2,350.25		\$ (7.14)	\$ 1,691.92		\$ (25.79)	\$ 6,112.15		\$ (2.58)	\$ 610.37		\$ (2.38)	\$ 563.35
16		\$ (13.88)	\$ 3,276.84		\$ (9.92)	\$ 2,340.33		\$ (7.14)	\$ 1,684.78		\$ (25.79)	\$ 6,086.37		\$ (2.58)	\$ 607.79		\$ (2.38)	\$ 560.97
17		\$ (13.88)	\$ 3,262.96		\$ (9.92)	\$ 2,330.42		\$ (7.14)	\$ 1,677.64		\$ (25.79)	\$ 6,060.58		\$ (2.58)	\$ 605.22		\$ (2.38)	\$ 558.59
18		\$ (13.88)	\$ 3,249.07		\$ (9.92)	\$ 2,320.50		\$ (7.14)	\$ 1,670.50		\$ (25.79)	\$ 6,034.79		\$ (2.58)	\$ 602.64		\$ (2.38)	\$ 556.21
19		\$ (13.88)	\$ 3,235.19		\$ (9.92)	\$ 2,310.58		\$ (7.14)	\$ 1,663.36		\$ (25.79)	\$ 6,009.00		\$ (2.58)	\$ 600.07		\$ (2.38)	\$ 553.84
20		\$ (13.88)	\$ 3,221.30		\$ (9.92)	\$ 2,300.67		\$ (7.14)	\$ 1,656.22		\$ (25.79)	\$ 5,983.21		\$ (2.58)	\$ 597.49		\$ (2.38)	\$ 551.46
21		\$ (13.88)	\$ 3,207.42		\$ (9.92)	\$ 2,290.75		\$ (7.14)	\$ 1,649.08		\$ (25.79)	\$ 5,957.42		\$ (2.58)	\$ 594.92		\$ (2.38)	\$ 549.08
22		\$ (13.88)	\$ 3,193.53		\$ (9.92)	\$ 2,280.83		\$ (7.14)	\$ 1,641.94		\$ (25.79)	\$ 5,931.63		\$ (2.58)	\$ 592.34		\$ (2.38)	\$ 546.71
23		\$ (13.88)	\$ 3,179.65		\$ (9.92)	\$ 2,270.92		\$ (7.14)	\$ 1,634.81		\$ (25.79)	\$ 5,905.84		\$ (2.58)	\$ 589.77		\$ (2.38)	\$ 544.33
24		\$ (13.88)	\$ 3,165.76		\$ (9.92)	\$ 2,261.00		\$ (7.14)	\$ 1,627.67		\$ (25.79)	\$ 5,880.05		\$ (2.58)	\$ 587.19		\$ (2.38)	\$ 541.95
25		\$ (13.88)	\$ 3,151.88		\$ (9.92)	\$ 2,251.08		\$ (7.14)	\$ 1,620.53		\$ (25.79)	\$ 5,854.26		\$ (2.58)	\$ 584.62		\$ (2.38)	\$ 539.58
26		\$ (13.88)	\$ 3,137.99		\$ (9.92)	\$ 2,241.17		\$ (7.14)	\$ 1,613.39		\$ (25.79)	\$ 5,828.47		\$ (2.58)	\$ 582.04		\$ (2.38)	\$ 537.20
27		\$ (13.88)	\$ 3,124.11		\$ (9.92)	\$ 2,231.25		\$ (7.14)	\$ 1,606.25		\$ (25.79)	\$ 5,802.68		\$ (2.58)	\$ 579.46		\$ (2.38)	\$ 534.82
28		\$ (13.88)	\$ 3,110.22		\$ (9.92)	\$ 2,221.33		\$ (7.14)	\$ 1,599.11		\$ (25.79)	\$ 5,776.89		\$ (2.58)	\$ 576.89		\$ (2.38)	\$ 532.44
29		\$ (13.88)	\$ 3,096.34		\$ (9.92)	\$ 2,211.42		\$ (7.14)	\$ 1,591.97		\$ (25.79)	\$ 5,751.10		\$ (2.58)	\$ 574.31		\$ (2.38)	\$ 530.07
30		\$ (13.88)	\$ 3,082.45		\$ (9.92)	\$ 2,201.50		\$ (7.14)	\$ 1,584.83		\$ (25.79)	\$ 5,725.31		\$ (2.58)	\$ 571.74		\$ (2.38)	\$ 527.69
31		\$ (13.88)	\$ 3,068.57		\$ (9.92)	\$ 2,191.58		\$ (7.14)	\$ 1,577.69		\$ (25.79)	\$ 5,699.52		\$ (2.58)	\$ 569.16		\$ (2.38)	\$ 525.31
32		\$ (13.88)	\$ 3,054.68		\$ (9.92)	\$ 2,181.67		\$ (7.14)	\$ 1,570.56		\$ (25.79)	\$ 5,673.73		\$ (2.58)	\$ 566.59		\$ (2.38)	\$ 522.94
33		\$ (13.88)	\$ 3,040.80		\$ (9.92)	\$ 2,171.75		\$ (7.14)	\$ 1,563.42		\$ (25.79)	\$ 5,647.94		\$ (2.58)	\$ 564.01		\$ (2.38)	\$ 520.56
34		\$ (13.88)	\$ 3,026.91		\$ (9.92)	\$ 2,161.83		\$ (7.14)	\$ 1,556.28		\$ (25.79)	\$ 5,622.15		\$ (2.58)	\$ 561.44		\$ (2.38)	\$ 518.18
35		\$ (13.88)	\$ 3,013.03		\$ (9.92)	\$ 2,151.92		\$ (7.14)	\$ 1,549.14		\$ (25.79)	\$ 5,596.36		\$ (2.58)	\$ 558.86		\$ (2.38)	\$ 515.81
36		\$ (13.88)	\$ 2,999.14		\$ (9.92)	\$ 2,142.00		\$ (7.14)	\$ 1,542.00		\$ (25.79)	\$ 5,570.57		\$ (2.58)	\$ 556.29		\$ (2.38)	\$ 513.43
37		\$ (13.88)	\$ 2,985.26		\$ (9.92)	\$ 2,132.08		\$ (7.14)	\$ 1,534.86		\$ (25.79)	\$ 5,544.78		\$ (2.58)	\$ 553.71		\$ (2.38)	\$ 511.05
38		\$ (13.88)	\$ 2,971.37		\$ (9.92)	\$ 2,122.17		\$ (7.14)	\$ 1,527.72		\$ (25.79)	\$ 5,518.99		\$ (2.58)	\$ 551.13		\$ (2.38)	\$ 508.67
39		\$ (13.88)	\$ 2,957.49		\$ (9.92)	\$ 2,112.25		\$ (7.14)	\$ 1,520.58		\$ (25.79)	\$ 5,493.20		\$ (2.58)	\$ 548.56		\$ (2.38)	\$ 506.30
40		\$ (13.88)	\$ 2,943.60		\$ (9.92)	\$ 2,102.33		\$ (7.14)	\$ 1,513.44		\$ (25.79)	\$ 5,467.41		\$ (2.58)	\$ 545.98		\$ (2.38)	\$ 503.92
41		\$ (13.88)	\$ 2,929.72		\$ (9.92)	\$ 2,092.42		\$ (7.14)	\$ 1,506.31		\$ (25.79)	\$ 5,441.62		\$ (2.58)	\$ 543.41		\$ (2.38)	\$ 501.54
42		\$ (13.88)	\$ 2,915.83		\$ (9.92)	\$ 2,082.50		\$ (7.14)	\$ 1,499.17		\$ (25.79)	\$ 5,415.83		\$ (2.58)	\$ 540.83		\$ (2.38)	\$ 499.17
43		\$ (13.88)	\$ 2,901.95		\$ (9.92)	\$ 2,072.58		\$ (7.14)	\$ 1,492.03		\$ (25.79)	\$ 5,390.04		\$ (2.58)	\$ 538.26		\$ (2.38)	\$ 496.79
44		\$ (13.88)	\$ 2,888.06		\$ (9.92)	\$ 2,062.67		\$ (7.14)	\$ 1,484.89		\$ (25.79)	\$ 5,364.25		\$ (2.58)	\$ 535.68		\$ (2.38)	\$ 494.41
45		\$ (13.88)	\$ 2,874.18		\$ (9.92)	\$ 2,052.75		\$ (7.14)	\$ 1,477.75		\$ (25.79)	\$ 5,338.46		\$ (2.58)	\$ 533.11		\$ (2.38)	\$ 492.04
46		\$ (13.88)	\$ 2,860.29		\$ (9.92)	\$ 2,042.83		\$ (7.14)	\$ 1,470.61		\$ (25.79)	\$ 5,312.67		\$ (2.58)	\$ 530.53		\$ (2.38)	\$ 489.66
47		\$ (13.88)	\$ 2,846.41		\$ (9.92)	\$ 2,032.92		\$ (7.14)	\$ 1,463.47		\$ (25.79)	\$ 5,286.88		\$ (2.58)	\$ 527.96		\$ (2.38)	\$ 487.28
48		\$ (13.88)	\$ 2,832.52		\$ (9.92)	\$ 2,023.00		\$ (7.14)	\$ 1,456.33		\$ (25.79)	\$ 5,261.10		\$ (2.58)	\$ 525.38		\$ (2.38)	\$ 484.90
49		\$ (13.88)	\$ 2,818.64		\$ (9.92)	\$ 2,013.08		\$ (7.14)	\$ 1,449.19		\$ (25.79)	\$ 5,235.31		\$ (2.58)	\$ 522.81		\$ (2.38)	\$ 482.53
50		\$ (13.88)	\$ 2,804.75		\$ (9.92)	\$ 2,003.17		\$ (7.14)	\$ 1,442.05		\$ (25.79)	\$ 5,209.52		\$ (2.58)	\$ 520.23		\$ (2.38)	\$ 480.15
51		\$ (13.88)	\$ 2,790.87		\$ (9.92)	\$ 1,993.25		\$ (7.14)	\$ 1,434.92		\$ (25.79)	\$ 5,183.73		\$ (2.58)	\$ 517.65		\$ (2.38)	\$ 477.77
52		\$ (13.88)	\$ 2,776.98		\$ (9.92)	\$ 1,983.33		\$ (7.14)	\$ 1,427.78		\$ (25.79)	\$ 5,157.94		\$ (2.58)	\$ 515.08		\$ (2.38)	\$ 475.40
53		\$ (13.88)	\$ 2,763.10		\$ (9.92)	\$ 1,973.42		\$ (7.14)	\$ 1,420.64		\$ (25.79)	\$ 5,132.15		\$ (2.58)	\$ 512.50		\$ (2.38)	\$ 473.02
54		\$ (13.88)	\$ 2,749.21		\$ (9.92)	\$ 1,963.50		\$ (7.14)	\$ 1,413.50		\$ (25.79)	\$ 5,106.36		\$ (2.58)	\$ 509.93		\$ (2.38)	\$ 470.64
55		\$ (13.88)	\$ 2,735.33		\$ (9.92)	\$ 1,953.58		\$ (7.14)	\$ 1,406.36		\$ (25.79)	\$ 5,080.57		\$ (2.58)	\$ 507.35		\$ (2.38)	\$ 468.27
56		\$ (13.88)	\$ 2,721.44		\$ (9.92)	\$ 1,943.67		\$ (7.14)	\$ 1,399.22		\$ (25.79)	\$ 5,054.78		\$ (2.58)	\$ 504.78		\$ (2.38)	\$ 465.89
57		\$ (13.88)	\$ 2,707.56		\$ (9.92)	\$ 1,933.75		\$ (7.14)	\$ 1,392.08		\$ (25.79)	\$ 5,028.99		\$ (2.58)	\$ 502.20		\$ (2.38)	\$ 463.51
58		\$ (13.88)	\$ 2,693.67		\$ (9.92)	\$ 1,923.83		\$ (7.14)	\$ 1,384.94		\$ (25.79)	\$ 5,003.20		\$ (2.58)	\$ 499.63		\$ (2.38)	\$ 461.13
59		\$ (13.88)	\$ 2,679.79		\$ (9.92)	\$ 1,913.92		\$ (7.14)	\$ 1,377.81		\$ (25.79)	\$ 4,977.41		\$ (2.58)	\$ 497.05		\$ (2.38)	\$ 458.76
60		\$ (13.88)	\$ 2,665.90		\$ (9.92)	\$ 1,904.00		\$ (7.14)	\$ 1,370.67		\$ (25.79)	\$ 4,951.62		\$ (2.58)	\$ 494.48		\$ (2.38)	\$ 456.38
61		\$ (13.88)	\$ 2,652.02		\$ (9.92)	\$ 1,894.08		\$ (7.14)	\$ 1,363.53		\$ (25.79)	\$ 4,925.83		\$ (2.58)	\$ 491.90		\$ (2.38)	\$ 454.00
62		\$ (13.88)	\$ 2,638.13		\$ (9.92)	\$ 1,884.17		\$ (7.14)	\$ 1,356.39		\$ (25.79)	\$ 4,900.04		\$ (2.58)	\$ 489.33		\$ (2.38)	\$ 451.63
63		\$ (13.88)	\$ 2,624.25		\$ (9.92)	\$ 1,874.25		\$ (7.14)	\$ 1,349.25		\$ (25.79)	\$ 4,874.25		\$ (2.58)	\$ 486.75		\$ (2.38)	\$ 449.25
64		\$ (13.88)	\$ 2,610.37		\$ (9.92)	\$ 1,864.33		\$ (7.14)	\$ 1,342.11		\$ (25.79)	\$ 4,848.46		\$ (2.58)	\$ 484.17		\$ (2.38)	\$ 446.87
65		\$ (13.88)	\$ 2,596.48		\$ (9.92)	\$ 1,854.42		\$ (7.14)	\$ 1,334.97		\$ (25.79)	\$ 4,822.67		\$ (2.58)	\$ 481.60		\$ (2.38)	\$ 444.50
66		\$ (13.88)	\$ 2,582.60		\$ (9.92)	\$ 1,844.50		\$ (7.14)	\$ 1,327.83		\$ (25.79)	\$ 4,796.88		\$ (2.58)	\$ 479.02		\$ (2.38)	\$ 442.12
67		\$ (13.88)	\$ 2,568.71		\$ (9.92)	\$ 1,834.58		\$ (7.14)	\$ 1,320.69		\$ (25.79)	\$ 4,771.09		\$ (2.58)	\$ 476.45		\$ (2.38)	\$ 439.74
68		\$ (13.88)	\$ 2,5															

Installation Date Acknowledgment

For the purposes of determining the term of the Agreement, pursuant to Paragraph 1.2 and 3.4 hereof, the following date shall be deemed the acknowledgement of the initial date of installation of the Equipment at the following location(s):

Location: _____

Date of Installation: _____

Serial
number(s): _____ ; _____ ; _____
_____ ; _____ ; _____

Signed by the authorized representative of PROVIDER :		Signed by the authorized representative of CLIENT :	
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Position:	_____	Position:	_____
Date:	_____	Date:	_____

Signed by the authorized representative of **MANAGER (if applicable)**:

Signature: _____

Name: _____

Position: _____

Date: _____

CLIENT AUTHORIZATION/ACKNOWLEDGMENT

I hereby authorize Blink Network, LLC (the “**Company**”) to electronically credit my account as follows:

I agree that the ACH transactions I hereby authorize comply with all applicable law.

Bank Name: _____

Name on the Account: _____

Routing Number: _____

Account Number: _____

I understand that this authorization will remain in full force and effect until I notify the Company in writing that I wish to revoke this authorization. I understand that the Company requires at least two weeks prior notice in order to cancel this authorization. I understand that debits made for the sole purpose of correcting erroneous credits do not require my authorization.

Signature: _____

Name: _____

Date: _____

Blink Charging to Deliver Charging Stations to Client
Blink Inks Deal with Client for Expansion of its Charging Station Network

Miami Beach, FL – xxxxxx xx, 2020 – Blink Charging Co. (NASDAQ: BLNK, BLNKW) (“Blink” or the “Company”), a leading owner and operator of electric vehicle (EV) charging equipment and services, and client, a provider of [products/services], announced the installation of xx Level 2 EV charging stations at location. Blink will provide its EV charging stations to client employees, tenants, and visitors in support of the rapidly increasing number of electric vehicles.

“Our IQ 200 chargers are the fastest Level 2 AC charging stations available, producing 80 amps of output and capable of providing approximately 65 miles of charge in an hour. With this agreement, we continue to expand and monetize our network of stations throughout the country,” remarked Blink Founder and CEO, Michael D. Farkas. “We are honored to be a part of client’s corporate sustainability initiative that is leading the way in adopting green living through the reduction of carbon dioxide emissions caused by traditional gasoline-powered vehicles.”

Blink’s charging stations are compatible with any fully-electric or plug-in hybrid vehicle including the entire line of Tesla vehicles. The charging units installed at client location joins the rapidly expanding network of Blink Charging stations, which are easily accessible throughout the country, using Blink’s mobile app, the Blink Charging website (www.blinkcharging.com), and Google Maps.

Client quote.

Custom paragraph for client initiatives/product/services.

According to the U.S. Department of Energy’s EV Everywhere Workplace Charging Challenge (2015), access to electric vehicle charging stations at workplaces continues to increase, with 90% of employers reporting their stations were in regular use five days a week. Corporations and employers are providing EV charging stations at the workplace as an employee benefit to attract and retain individuals who are environmentally conscious.

#

ABOUT BLINK CHARGING

Blink Charging (Nasdaq: BLNK, BLNKW) is a leader in electric vehicle (EV) charging equipment and networked EV charging stations, enabling EV drivers to easily charge at any of its 23,000 deployed charging locations worldwide. The Company’s principal line of products and services is its Blink EV charging network (“Blink Network”), EV charging equipment, and EV charging services. The Blink Network utilizes a proprietary cloud-based software that operates, maintains, and tracks the EV charging stations connected to the network and the associated charging data. With global EV purchases forecasted to rise to 10 million by 2025 from approximately 2 million in 2019, the Company has established key strategic partnerships to rollout adoption across numerous location types, including parking facilities, multi-family residences and condos, workplace locations, healthcare/medical facilities, schools and universities, airports, auto dealers, hotels, mixed-use municipal locations, parks and recreation areas, religious institutions, restaurants, retailers, stadiums, supermarkets, and transportation hubs. For more information please visit: <https://www.blinkcharging.com/>.

ABOUT CLIENT

SCHEDULE VI – NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Non-Disclosure and Confidentiality Agreement (this “**NDA**”) is made on the same day of the Exclusive Electric Vehicle Charging Services Agreement (“**Agreement**”), by and between the **Provider** and the **Client**. (Client and Provider collectively referred to as “**Parties**” and individually as “**Party**”).

WHEREAS: A. Provider, for the mutual benefit of the Parties may have provided, and may wish further to provide, to Client, certain commercially valuable, proprietary and confidential business information and trade secrets in relation to the Purpose (defined below). **B.** Client recognizes that Provider has legitimate business interests in protecting the Confidential Information, including but not limited to, (i) trade secrets as defined by the Florida Uniform Trade Secrets Act; (ii) valuable, confidential business, or professional, information that otherwise does not qualify as trade secrets; (iii) substantial relationships with specific, prospective, or existing, Clients; and (iv) Client goodwill associated with Provider’s business.

In consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

1. DEFINITIONS. In this NDA, the following terms have the following meanings: (i) “**Affiliate**” with respect to either Party, shall mean any entity which directly or indirectly controls or is controlled by, or is under common control with that Party. (ii) “**Confidential Information**” or “**CI**” shall mean (a) any and all information which is disclosed by Provider (whether before or after the date of this NDA and in whatever form) to Client including but not limited to, the revenue payments, financial statements, analyses, budgets, forecasts, evaluations, processes, products (and including, as to specific processes or products, information relating to the formulation, composition, methods of manufacture, potential uses, test methods or other technical or scientific features), business strategies, plans and procedures, trade secrets, samples, prototypes, designs, drawings, photographs, specifications, standards, manuals, formulae, algorithms, computations, compilations, data, software, programs, databases, know-how, mask work, concepts, intellectual property, costs, profits, sales, customer and supplier lists, customer requirements, price quotations of or in relation to Provider and/or its Affiliates, which Provider considers to be confidential and which is identified by Provider as confidential, or which by necessary implication must have been imparted in confidence; (b) the terms of the Agreement including this NDA; and (c) the fact that discussions are taking place between the Parties and the subject matter of the discussions. Further, all analyses, compilations, studies, summaries, extracts, notes and other documentation prepared by Client arising out of the CI shall also be included within the purview of CI and shall be treated as such. (iii) “**Purpose**” shall mean the deployment and operation of Provider’s charging stations and network connectivity (“**Equipment**”) at Client’s properties. (iv) “**Representatives**” shall mean any or all of a Party’s directors, officers, employees, agents, contractors and advisors.

2. CONFIDENTIALITY AND RESTRICTED USE. Client hereby expressly agrees:

2.1 to hold the CI in strict confidence and use any CI only for the Purpose and for no other purpose and in particular, but without prejudice to the generality of the foregoing, Client undertakes (a) not to make any commercial use of any CI; and (b) not to use any CI for the benefit of itself or of any third party other than pursuant to a further agreement with Provider.

2.2 that without the prior written consent of Provider, Client will not in any manner or at any time publish or disclose, disseminate or otherwise provide the CI, in whole or in part, to any person or entity except to such of its Affiliates and/or Representatives as are directly concerned with the Purpose and whose knowledge of the CI is essential for the Purpose (“**Permitted Person**”).

2.3 to safeguard the CI in the same manner as Client would safeguard its own information of a similar nature, but with no less than reasonable care under the circumstances.

2.4 to institute and maintain appropriate security measures to carry out the Purpose including limiting the disclosure of the CI to the Permitted Person only if the Permitted Person is subject to an obligation of confidentiality and it has been intimated that Provider’s CI must be kept confidential and must be used only for the Purpose. Client shall ensure that each Permitted Person strictly complies with the terms of this NDA and will be unconditionally responsible for any unauthorized disclosure or use of Provider’s CI or breach of this NDA.

2.5 that it shall immediately inform or advise Provider of any unauthorized use or disclosure, misappropriation or misuse by any person or entity of any CI upon Client having actual notice or actual knowledge of the same or having any reason to suspect such unauthorized use or disclosure or misappropriation.

2.6 Unless specifically requested to do so by Provider, Client shall be prohibited from analyzing the composition of or modifying, changing, merging, adapting, translating, reverse engineering, decompiling, disassembling or preparing works derived from any Equipment or the CI.

2.7 Subject to the provisions of this NDA, Client may disclose CI if and to the extent that it is compelled or required to do so by a court or other authority that has jurisdiction over Client. Before making such a disclosure Client shall advise Provider of such required disclosure promptly upon learning thereof in order to afford Provider a reasonable opportunity to contest, limit and/or assist Client in complying with any such requirement for disclosure.

2.8 The obligations of confidentiality under this NDA shall not apply to any part of the CI which (i) Client can demonstrate, by its written records, is already known to Client, free of any confidentiality obligation or restriction, at the time that it was disclosed to Client; (ii) is or becomes publicly known through no wrongful act or breach of this NDA on the part of Client; (iii) has been independently developed by Client without breach of this NDA or infringement of the proprietary rights of Provider; (iv) has been rightfully received from a third party without restriction on disclosure and without the breach of this NDA or any confidentiality obligation imposed on such third party; or (v) has been approved in writing for disclosure to third parties by Provider without imposing any confidentiality obligation.

2.9 In the event CI involving any public entity is disclosed, both parties agree to refrain from trading the stock of the disclosing company until that material non-public information is publicly disseminated.

3. OWNERSHIP OF CONFIDENTIAL INFORMATION. Client recognizes and agrees that all CI received by it from Provider is and shall remain the exclusive property of Provider and/or its respective Affiliates and that this NDA neither intends to transfer the ownership of nor grants license or any other right, express or implied, in relation to the CI or to any other intellectual property disclosed by Provider to Client. Client undertakes that it will not file any application for a patent, design and/or utility model based on or derived from any intellectual property of Provider (whether already filed or not).

4. NATURE OF OBLIGATION. Client acknowledges and agrees that (a) the CI is a special, valuable and unique asset to Provider, its parent, subsidiaries and affiliates; (b) any unauthorized disclosure or use of the CI could cause irreparable harm and loss to Provider and/or its respective Affiliates; (c) monetary damages may be inadequate to compensate Provider and/or its respective Affiliates for a breach of this NDA; and (d) in addition to any other remedies at law or in equity available for breach of this NDA, Provider shall be entitled to specific performance, injunctive or other equitable relief as may be necessary to restrain any continuing or further breach by Client without showing or proving any actual damages sustained by Provider and/or its respective Affiliates in addition to any other relief or other applicable remedies. Moreover, any such award of relief to Provider shall include recovery of all actual and reasonable costs associated with enforcement of this NDA.

5. RETURN OF CONFIDENTIAL INFORMATION. All CI of Provider remains the property of that party and will be returned to it or destroyed at its request. Within 30 days of receiving such a request from Provider, Client will comply with the request and provide a written certification, signed by an officer, of its compliance.

6. REPRESENTATIONS AND WARRANTIES

6.1 Each Party agrees, acknowledges, represents, warrants and covenants with the other Party that: (i) this NDA constitutes a legal, valid and binding obligation and is enforceable against it in accordance with the terms hereof; and (ii) the execution, delivery, and performance of this NDA have been duly authorized by all requisite corporate actions and will not constitute a violation of any statute, judgment, order, decree or regulation of any court or arbitral tribunal applicable or relating to the Party, its assets or its business.

6.2 Provider does not make any representation or warranty as to the accuracy or completeness about its CI (or any part thereof) and Client should satisfy itself through independent inquiry and investigation with respect to these matters. Client agrees that neither Provider nor its Representatives shall have any liability in any manner whatsoever for any loss or damage suffered by Client as a result of relying upon or using any CI of Provider including, but not limited to, any consequential, incidental, direct, indirect, special, or punitive damages incurred by Client.

7. TERM. This NDA shall be effective from the date of the Agreement and shall continue in force thereafter for the longer of two (2) years following the termination of any business relations between the Parties.

8. INDEMNIFICATION. Client hereby agrees to indemnify and hold harmless Provider and Provider’s Affiliates from and against any and all losses, damages, suits, proceedings, claims, demands, liabilities, fines, costs and expenses (whether direct or indirect, and whether or not resulting from third party claims), including interest and penalties with respect thereto and out-of-pocket expenses, including reasonable attorneys’ fees and disbursements arising out of or resulting from any breach of the provisions of this NDA by Client or its Representatives, including unauthorized use or disclosure of the CI by Client or, as the case may be, its Representatives.

9. SEVERABILITY AND WAIVER. In the event that any one or more of the provisions of this NDA shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Moreover, if any one or more of the provisions contained in this NDA shall be held to be excessively broad as to duration, activity or subject, such provisions shall be construed by limiting and reducing them so as to be enforceable to the maximum extent allowed by applicable law. Furthermore, a determination in any jurisdiction that this NDA, in whole or in part, is invalid, illegal or unenforceable shall not in any way affect or impair the validity, legality or enforceability of this NDA in any other jurisdiction.

10. ASSIGNMENT. This NDA shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns, personal representatives, executors and administrators. Neither Party shall assign nor transfer any of its rights or obligations under this NDA to any third Party without the prior written consent of the other Party and any attempt to do so will be null and void, except that either Party may assign or transfer any of its rights or obligations to any of its Affiliates, or an acquirer of its controlling interest or substantially all its assets without consent of the other Party.

11. GOVERNING LAW AND JURISDICTION. The provisions in Section 16 of the Agreement will apply to this NDA.

Provider Initials _____ Client Initials _____

	Host Owned						Totals
	Cyrus Russell	Lewisboro Town Park	Spring Street Commuter Lot	Keeler Pump House (Town House/Highway garage)	Onatru Park	Vista Park	
Product Description	1 Dual	4 Duals	2 Duals	3 Duals	4 Duals	2 Duals	
Number of Chargers	2	8	4	6	8	4	
Hardware Cost	-\$6,999.00	-\$27,996.00	-\$13,998.00	-\$20,997.00	-\$27,996.00	-\$13,998.00	-\$111,984.00
Annual Network Fee	-\$360.00	-\$1,440.00	-\$720.00	-\$1,080.00	-\$1,440.00	-\$720.00	-\$5,760.00
Installation Cost	-\$14,000.00	-\$42,000.00	-\$23,000.00	-\$40,000.00	-\$37,000.00	-\$30,000.00	-\$186,000.00
Sourcewell Discount	\$1,259.82	\$5,039.28	\$2,519.64	\$3,779.46	\$5,039.28	\$2,519.64	\$20,157.12
Make Ready Rebate*	\$12,600.00	\$37,800.00	\$20,700.00	\$36,000.00	\$33,300.00	\$27,000.00	\$167,400.00
Cost	-\$7,499.18	-\$28,596.72	-\$14,498.36	-\$22,297.54	-\$28,096.72	-\$15,198.36	-\$116,186.88
2-Year Extended Warranty (Optional)	-\$899.00	-\$3,596.00	-\$1,798.00	-\$2,697.00	-\$3,596.00	-\$1,798.00	-\$14,384.00
4-Year Extended Warranty (Optional)	-\$1,949.00	-\$7,796.00	-\$3,898.00	-\$5,847.00	-\$7,796.00	-\$3,898.00	-\$31,184.00

2021

TOWN OF LEWISBORO
PARKS & RECREATION DEPARTMENT

2021

Telephone: 232-6162

Fax: 232-6165

LEWISBORO TOWN PARK - GROUP USE APPLICATION

FACILITIES REQUESTED (Check all that apply):

Lions Club Picnic Pavilion	<input checked="" type="checkbox"/>
Basketball court (1)	<input checked="" type="checkbox"/>
Sand Volleyball court (1)	<input checked="" type="checkbox"/>
Ballfield	<input type="checkbox"/>
Pool (separate fee schedule)	<input type="checkbox"/>
Camp site	<input type="checkbox"/>
Pool picnic area (seasonal)	<input type="checkbox"/>

CIRCLE ONE: Private Service Organization Church School

TODAY'S DATE: 2-14-22

NAME OF ORGANIZATION:

John Jay Youth Lacrosse

MAILING ADDRESS:

P.O. Box 301CITY: Cross RiverSTATE: NYZIP: 10518

TELEPHONE: _____

FAX: _____

NAME OF INDIVIDUAL IN CHARGE: Nicholas DanielloINDIVIDUAL'S ADDRESS: 6 Fairview courtCITY: Cross RiverSTATE: NYZIP: 10518TELEPHONE: (DAY) 914-774-9527

(NIGHT) _____

(CELL) _____

E-MAIL ADDRESS: NDaniello24@gmail.com

FAX: _____

PURPOSE OF GROUP USE: Fundraiser for our youth lacrosse seasonESTIMATED NUMBER OF PARTICIPANTS - ADULTS: 80CHILDREN: 40RESIDENTS (NUMBER): 120NON-RESIDENTS (NUMBER): 0WILL A FEE BE CHARGED FOR THIS EVENT: YES ☒ NO ☐IF YES, WHAT WILL THE PROCEEDS BE USED FOR? Spring season Expenses

WILL AN ALCOHOLIC BEVERAGE PERMIT BE REQUESTED? YES ☐ NO ☐
If yes, an alcoholic beverage permit application must be filled out and approved by the Town Clerk (application is attached).

DATE(S) REQUESTED:

Day Saturday Date 4-23-22 Time from 11:00 AM to 5:00 PM
Day _____ Date _____ Time from _____ to _____

NOTE: Dates for Town Park Lions Club picnic pavilion in the spring and summer are at a premium, therefore, raindates cannot be reserved.

IS MATERIAL OR EQUIPMENT REQUIRED FROM MUNICIPALITY? YES _____ NO ☒

Commercial users:

- A. The user hereby agrees to effectuate the naming of the municipality as an unrestricted additional insured on the user's policy.
- B. The policy naming the municipality as an additional insured shall:
 - Be an insurance policy from an A.M. Best rated 'secured' New York State licensed insurer;
 - Contain a 30 day notice of cancellation;
 - State that the organization's coverage shall be primary coverage for the Municipality, its board, employees and volunteers; and
 - Additional insured status shall be provided with ISO endorsement CG 2026 or its equivalent.
- C. The user agrees to indemnify the municipality for any applicable deductibles.
- D. Enclose a copy of the endorsement providing additional insured status.
- E. Required insurances:
 - **Commercial General Liability Insurance**
\$1,000,000 per occurrence/\$2,000,000 aggregate.
- F. User acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the municipality. The user is to provide the municipality with a certificate of insurance, evidencing the above requirements have been met. The failure of the municipality to object to the contents of the certificate or the absence of it shall not be deemed a waiver of any and all rights held by the municipality.

Individuals:

Required Insurance:

- **Homeowners Insurance**
Section Two-Liability: \$300,000 limit of liability. Policy shall not exclude the off premise activities of the insured.

YOUR COOPERATION IN KEEPING THE PARK CLEAN & ATTRACTIVE IS
APPRECIATED!!

MAINTENANCE OF THE PARK FACILITIES

IS PERFORMED BY

THE TOWN OF LEWISBORO

PARKS DEPARTMENT

PARK RULES

1. Although your group has been granted the privilege of using the Park, we would like to keep in mind that other Town residents will also be using the park facilities. A spirit of mutual cooperation by all park participants would be appreciated.
2. The applicant and leader shall be responsible for the conduct of all participants.
3. In the event of inclement weather, The Town of Lewisboro Parks and Recreation has the final authority on whether facilities are usable.
4. Alcoholic beverages are permitted in Town parks only with an approved alcoholic beverage permit. A permit application is attached. It should be returned to the Town Clerk's Office, P.O. Box 500, South Salem, NY 10590 for approval and a copy attached to the permit application. Approved alcoholic beverage permits must be clearly posted on the side of the pavilion facing the parking lot. **Intoxicants shall not be brought onto municipal facilities at any time.** (Alcohol is not permitted in glass bottles, kegs or barrels.)
5. Profanity, objectionable language, disorderly acts or illegal activities of any kind are absolutely prohibited, and those violating this prohibition will be ejected from the premises.
6. A copy of this permit will be issued to you. It should be available for inspection the day of your activity.
7. Any organization with youth under 18 years old requires the presence of adequate adult supervision at all times.
8. Participants shall clean up the area used at least fifteen (15) minutes before the termination of the activity. If tables are moved, they must be returned to original location.
9. Non-resident guests may be invited - BUT - may not remain in the park if the resident host leaves.
10. Parking by all participants should be done in the provided parking areas. No vehicles are permitted in the picnic, playground, field or camping area.
11. In the event of cancellation - PLEASE - inform the Recreation Office as soon as possible so that other requests may be considered.
12. The emergency telephone number for the police/ambulance/fire is 911. The appropriate authority must be contacted in the event of an emergency. For non-emergencies, call the New York State Police at 277-3651, or the Lewisboro Police at 763-8903.
13. Abuse of any of the rules may result in forfeiture of future use of the facility.
14. Bulk trash should be bagged.
15. Violation of any of the rules or if facility is damaged or not cleaned will result in forfeiture of \$100 deposit.
16. The Town of Lewisboro Parks and Recreation Department reserves the right to cancel any permit, with a refund of all fees paid, if questions arise regarding the validity of the intended use or if the facility is needed for a Town sponsored program. Permits may be revoked at any time.
17. When required, users must provide the following insurance prior to using facilities. **FAILURE TO DO SO PRIOR TO USE WILL RESULT IN REVOCATION OF YOUR PERMIT:**

IF NEEDED, STATE WHAT TYPES AND FOR WHAT PURPOSE: _____

STATE THE NATURE OF ANY UNUSUAL EQUIPMENT YOU PLAN TO BRING TO THE PARK: _____

AMERICANS WITH DISABILITIES ACT: The Lewisboro Parks and Recreation Department is committed to ensuring that individuals with disabilities are able to utilize and enjoy our programs and activities to the fullest extent possible. Please let us know if you or a family member have any special needs.

FACILITY USE FEE (Lion's Club Pavilion):

There will be a minimum non-refundable fee charged of \$ _____ for the use of the facility. This fee must accompany the application. The fee for use is payable before use begins.

FACILITY SECURITY DEPOSIT (Lion's Club Pavilion):

There is a \$100.00 required security deposit which must also accompany the application. Any violation of "Park Rules," damage and especially if refuse and trash are not removed will result in forfeiture of the deposit.

AGREEMENT

The undersigned is over 21 years of age and has read this form and attached regulations and agrees to comply with them. He/she agrees to be responsible to the municipality for the use and care of the facilities. He/she, on behalf of (name of organization) SSYL does hereby covenant and agree to defend, indemnify and hold harmless the Town of Lewisboro Parks and Recreation from and against any and all liability, loss damages, claims, or actions (including costs and attorneys fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of The Town of Lewisboro Parks and Recreation's property, facilities and/or services by (name of organization) SSYL.

[Signature]
Signature of Organization's Representative
(Must be a Lewisboro Resident)

Address: P.O. Box 301

Cross River, NY 10518

Telephone number: 914-774-9895

FOR OFFICE USE ONLY:

NAME OF INDIVIDUAL/ORGANIZATIONS: _____

- () Application approved
() Application denied
() Approval with the following conditions:

FOR OFFICE USE:

- () Permit fee paid - Amount \$ _____
() Deposit paid - Amount \$ _____
() Date recorded in reservation book
() Alcoholic beverage permit obtained
() Permit sent to registrant

SUPERINTENDENT, PARKS & RECREATION

DATE COPY OF APPLICATION SENT TO PARKS DEPARTMENT: _____

DATE COPY OF APPLICATION SENT TO LEWISBORO POLICE: _____

This form has to be approved by the Town Clerk

ALCOHOLIC BEVERAGE CONSUMPTION PERMIT (ABC)

For Town owned facility: Lewisboro Town Park

Permit for the serving and consumption of alcoholic beverages in a public place within the Town of Lewisboro.

TODAY'S DATE: 2-14-22 DATE(s) REQUESTED: 4-23-22

FACILITY REQUESTED: Town Park

TIME: between the hours of 11:00 AM and 5:00 PM on the
23 day of April, 2022, in accordance with
Section 78

Alcoholic Beverages, of the Code of the Town of Lewisboro.

GROUP OR ORGANIZATION: John Jay Youth League
ADDRESS: P.O. Box 301, Cross River, NY 10518
PERSON IN CHARGE: Nicholas Danielle
PURPOSE OF USE: Fundraiser

I hereby certify that I have read and understand the provisions of Section 78 Alcoholic Beverages, of the Code of the Town of Lewisboro regarding the consumption of alcoholic beverages in public places.

2-14-22

Date

[Signature]

Signature

Permission is hereby given for the consumption of alcoholic beverages in accordance with the above application, and Section 78 of the Town Code.

Date

Town Clerk

- MUST BE POSTED -

cc Lewisboro Town Police

Use of alcohol is permitted by special permit only. Alcoholic beverages other than beer and wine in non-glass containers are prohibited within the Town of Lewisboro facility. Kegs and barrels are also prohibited. An approved permit from The Town of Lewisboro must be obtained. **No person less than 21 years of age may possess and/or consume alcoholic beverages in any area in the Municipality.**

The Lewisboro Police Department may check on events when alcohol is being served. The Town of Lewisboro reserves the right to limit quantities of alcoholic beverages.

If there is alcohol being served, SERVICE OF ALCOHOL MUST END one hour before the event (this does not include clean-up time).

If a caterer is used to dispense alcohol, the caterer must have all required permits and/or licenses. In addition, the caterer must submit a certificate of insurance, demonstrating proof that the caterer has the following coverages:

Commercial General Liability Liquor Liability

Limits of \$1 Million each Occurrence, \$2 Million General and Products/Completed Operations Aggregates, \$1 Million Personal/Advertising Injury Liability/\$50,000 Medical Payment Expense.

Liquor Liability

\$1 Million each Occurrence and \$2 Million Aggregate.

Workers Compensation and Employers Liability

Statutory limits and coverages.

The Town of Lewisboro shall be listed as an additional insured on the Commercial General Liability and Liquor Liabilities Policies.

TOWN OF LEWISBORO
OUTDOOR SPECIAL EVENTS & SALES
PERMIT APPLICATION

This application is pursuant to Chapter 164 of the Lewisboro Town Code regulating Outdoor Special Events and Sales in the Town of Lewisboro.

APPLICANT'S NAME: The Farmer's Grind

ADDRESS: ~~438~~ 475 Smith Ridge Road

BUSINESS TELEPHONE NO.: 914-533-7139

SATURDAYS 6:00 PM - 9:00 PM

Please respond to the following:

1. Provide the date(s) and time(s) of the event: June 4th, June 18th, July 9th, July 23rd, August 6th, August 20th, September 10th, September 17th, September 24th, Oct 1st
2. What is the nature of the event? Street fair Antiques Market
Outdoor Arts and Crafts Other Ice cream social, live music + food trucks
3. How many vendors will participate? 2 - a musician and a food truck.
4. Will there be any banners across the road? no
5. What arrangements will be made for traffic control and police protection?
no need for police. Traffic control employee will be directing traffic if necessary
6. What arrangements have been made to insure adequate parking for the vendors and visitors to this event? Please provide a detailed description of your plans.
Parking will be provided at The Farmers Grind in addition to extra parking at the vista town field. Vendors park on site.
7. What arrangements have been made to insure adequate parking and pedestrian access to facilities that will be open during this special event? Please be specific how and where you expect to protect dedicated customer parking spaces in front of stores and businesses.
Stores are closed at this time. This will not affect the business of others.
8. Have you reviewed your parking and access plans with affected shopkeepers and/or service providers?
Yes.
9. Will there be any entrance fee? If so, how much? no, this is free to enter

**TOWN OF LEWISBORO - OUTDOOR SPECIAL EVENTS AND
SALES PERMIT APPLICATION – CHAPTER 164 (Page 2 of 2)**

10. Have arrangements been made to provide sanitary facilities? Please include answers to the following questions in your response:

this is not a ticketed event. Customers go and come as they please

- A. How many portable toilet facilities do you expect to provide? 0
B. Does the number of planned facilities meet Board of Health standards for the number of visitors expected? N/A
C. Where will they be located? N/A
D. Have you planned for adequate and easily visible signs of directing visitors to the locations of toilet facilities? N/A

11. Amplified music as special event is not permitted pursuant to Chapter 160 of the Lewisboro Town Code. Please be sure any visiting vendors are aware of this restriction..
12. You, as the applicant for this permit are responsible for advising each participating vendor of the requirement to have and display a New York State Sales Tax Certificate at the location of their booth or sales location.
13. If food vendors are part of your event, approvals must be obtained from Westchester County Board of Health. Copies of these appropriate approvals must be on file in the Town Clerk's Office prior to the start of the event.
14. This application must be signed by the applicant. The applicant's signature attest to the veracity of the statements made in this application and indicates his/her responsibility to comply with the requirements of Chapter 164 of the Town Code of the Town of Lewisboro.

Michelle D Smith
Signature of Applicant

02 / 18 / 2022
Date

**THIS SECTION
DEPARTMENTAL USE ONLY**

Signature of Town Clerk/Deputy Clerk

Date

Fee Paid with Application Yes
 No

Permit Year
