

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF ALBANY,  
PLUGIN STATIONS ONLINE, LLC,  
AND  
AFFORDABLE HOUSING PARTNERSHIP  
FOR THE INSTALLATION OF  
AN ELECTRIC VEHICLE CHARGING STATION

Contract No. \_\_\_\_ of 2021

This Memorandum of Understanding is made by and between the County of Albany, a municipal corporation duly organized under the laws of the State of New York, acting by and through its County Executive, with its principal office located at the Albany County Office Building, 112 State Street, Albany, New York 12207 (hereinafter called the “County”), Plugin Stations Online, LLC, with a principal address located at 7 Cotton Mill Lane, Valatie, New York 12184 (hereinafter called “Plugin”), and Affordable Housing Partnership, with a principal address located at 255 Orange Street, Albany, New York 12210 (hereinafter called “AHP”). The County, Plugin, and AHP may be referred to individually as a “[P]arty,” and collectively as the “[P]arties.”

WITNESSETH:

WHEREAS, the County has an interest in providing a dual port Electric Vehicle Charging Station to the general public and employees and a single EVCS for the County fleet at the Albany County Department of Health building, located at 175 Green Street, Albany, New York 12202; and

WHEREAS, AHP has received grant funding from NYSERDA’s Cleaner Greener Communities program to support renewable energy projects in low-income neighborhoods in Albany; and

WHEREAS, the County is eligible to receive such grant funding to install a dual port Electric Vehicle Charging Station from the AHP’s Eco-District Demonstration Project, which will cover partial funding of the dual port Electric Vehicle Charging Station. The remaining funding will be paid by National Grid through their incentive grant program; and

WHEREAS, Plugin has submitted a quote on September 11, 2020, which is incorporated by reference and made a part hereof, to provide the aforesaid electric vehicle charging station (hereinafter called the ‘Quote’); and

WHEREAS, the County has accepted the Quote from Plugin to provide the aforesaid electric vehicle charging station; and

WHEREAS, this Memorandum of Understanding sets forth the terms reached by the parties herein,

NOW THEREFORE, in consideration of the mutual benefits conferred by this Memorandum of Understanding, the Parties hereby agree as follows:

## SECTION I. SERVICES

Plugin shall provide and install one (1) dual port Electric Vehicle Charging Station and install one (1) single port fleet Station at the Albany County Department of Health building, located at 175 Green Street, Albany, New York 12202. These services are further specified in the Scope of Work, which is attached hereto as Schedule B and made a part hereof.

The total cost of the aforesaid service is an amount not to exceed TWENTY-FIVE THOUSAND, SEVEN HUNDRED SIXTY AND 00/100 (\$25,760.00) DOLLARS. In Consideration of the terms and obligations of this Agreement, AHP agrees to pay, and Plugin agrees to accept, an amount not to exceed ELEVEN THOUSAND, SEVEN HUNDRED AND THIRTY-ONE AND 00/100 (\$11,731.00) DOLLARS.

The remaining cost of FOURTEEN THOUSAND AND TWENTY-NINE AND 00/100 (\$14,029.00) DOLLARS shall be paid by National Grid.

The County will retain ownership of the dual port Electric Vehicle Charging Station, located at 175 Green Street, Albany, New York 12202.

The County will pay ChargePoint the annual maintenance and service fee of NINE HUNDRED AND FORTY AND 00/100 (\$940.00) DOLLARS per year.

The County will pay ChargePoint the annual cloud fee of SIX HUNDRED AND FIFTY-EIGHT AND 00/100 (\$658.00) DOLLARS beginning one (1) year after the installation of the stations.

The prices set forth in the Quote shall remain fixed for the entire term of this Agreement and any renewals. The County is not subject to federal, state, or local taxes.

## SECTION II. INDEMNIFICATION

Plugin shall defend, indemnify, and save harmless the County, its agents, representatives, and employees, from and against any and all claims, damages, losses, and expenses (including, but not limited to, reasonable attorney's fees) arising from the services rendered by Plugin in relation to this Memorandum of Understanding.

### SECTION III. EFFECTIVE DATE AND TERM

The services and terms outlined in this Memorandum of Understanding shall be in full force and effect, commencing upon execution and continue in effect for one (1) year or until completion of services, whichever comes sooner.

### SECTION IV. AMENDMENTS

This Memorandum of Understanding represents the entire Agreement between the Parties and no amendments or additions thereto or modifications thereof have been agreed to or shall be binding hereafter, unless evidenced in writing by the Parties.

### SECTION V. NOTICE

All notices to be given hereunder shall be given in writing and shall be delivered personally or by U.S. mail as follows:

If to the County of Albany:

Daniel C. Lynch  
Deputy County Executive  
Office of the Albany County Executive  
112 State Street, Rm. 1200  
Albany, New York 12207

If to Plugin:

7 Coton Mill Lane  
Valatie, New York 12184  
1-855-467-3751

If to AHP:

Susan Cotner  
255 Orange Street  
Albany, New York 12210

## SECTION VI. INSURANCE REQUIREMENTS

Plugin shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and the amounts provided in Schedule A attached hereto and made a part hereof. The Contractor shall provide thirty (30) days' written notice to the County of any insurance policy cancellation or change.

## SECTION VII. ENTIRE AGREEMENT

This Memorandum of Understanding represents the sole and entire agreement between the Parties and shall supersede any and all other agreements regarding the topic of this Agreement. The Parties acknowledge and agree that neither Party has made any representation with respect to the subject matter of this Memorandum of Understanding or any representations inducing the execution and delivery hereof except such representations as are specifically set forth herein and each of the Parties acknowledge that each has relied on its own judgment in entering into this Memorandum of Understanding. The Parties further acknowledge that any prior statements or representations made, if at all, are void and of no effect on this Memorandum of Understanding, and that neither Party has relied on such prior statements or representations in connection with this Memorandum of Understanding.

IN WITNESS WHEREOF, each of the Parties has duly signed this Memorandum of Understanding on the dates written below.

The County of Albany

By: \_\_\_\_\_  
Daniel P. McCoy  
County Executive

\_\_\_\_\_  
Date

Or  
Daniel C. Lynch  
Deputy County Executive

PLUGIN STATIONS ONLINE, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Title: \_\_\_\_\_

AFFORDABLE HOUSING PARTNERSHIP

By: \_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NEW YORK     )  
COUNTY OF ALBANY    ) SS.:

On the \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned, a notary public in and for the state, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEW YORK     )  
COUNTY OF ALBANY    ) SS.:

On the \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned, a notary public in and for the state, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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NOTARY PUBLIC

STATE OF NEW YORK    )  
COUNTY OF \_\_\_\_\_) SS.:

On the \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned, a notary public in and for the state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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NOTARY PUBLIC

STATE OF NEW YORK    )  
COUNTY OF \_\_\_\_\_) SS.:

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NOTARY PUBLIC

## SCHEDULE A

### INSURANCE COVERAGE

- 1. Workers' Compensation and Employer's Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries or a waiver of the requirements of this insurance with such waiver to be issued by New York State.
- 2. Automobile Liability Insurance:** A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, including death at any time, sustained by any person, caused by accident and arising out of the ownership, maintenance or use of any automobiles; and with the limits of \$500,000 for damage because of injury to or destruction of property, including the loss of the use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.
- 3. General Liability Insurance:** A policy or policies of comprehensive all-risk insurance including coverage for demolition of structures with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000.00
Bodily Injury	\$1,000,000.00
Personal Injury	\$1,000,000.00

## SCHEDULE B

### Scope of Work