



To: Douglas DDA Board

From: Lisa Nocerini, City Manager & Sean Homyen, Planning & Zoning Administrator/DDA

RE: Apple Energy Contract Approval

Date: February 26th, 2025

We are seeking approval from the Douglas Downtown Development Authority (DDA) to move forward with a contract with Apple Energy for the replacement of two existing Level 2 electric vehicle (EV) chargers in Downtown Douglas. This project aims to enhance our EV charging infrastructure, promoting sustainable transportation options within our community.

Project Details

The scope of work includes:

- Removal and replacement of the existing Level 2 chargers (two in total).
- Connection to a new meter, with CMS Energy splitting the current location to allow for two meters.
- Connecting the existing subpanel to the new meter.
- Installation of two Red E Pro 50 amp dual-port chargers, featuring QR code and app readiness, 18' cables, and a 3-year hardware warranty.
- Extension of the hardware warranty for an additional 2 years.
- 5-year operations and maintenance plan, including 24/7 monitoring and servicing.

Cost Breakdown

- Materials and Labor for Installation: \$2,850.00
- Hardware for Autel 50-amp Dual Port: \$3,178.00
- Sales Tax on Hardware: \$190.68
- RED E Software Subscription: \$0.05 per kW
- Extended Hardware Warranty (2 Years): \$320.00
- Operations and Maintenance (5 Years): \$1,500.00
- Shipping: \$375.00
- Total Cost: \$8,413.68
- Rebate: -\$7,500.00
- Grand Total After Rebate: \$913.00

Payment Terms

- 50% Due Upon Contract Execution
- Final 50% Due Upon Project Completion

This project supports the DDA's mission to enhance downtown Douglas by providing modern amenities that encourage tourism and sustainable travel. The updated EV chargers will cater to the growing number of electric vehicle owners visiting our area, reinforcing Douglas as an environmentally conscious and forward-thinking destination.

I kindly ask for the DDA's approval to proceed with this contract with Apple Energy. The cost-effectiveness of the project, due to the generous rebate, presents a timely opportunity to improve our public infrastructure at minimal expense to the DDA.

Sample Motion: *Motion to approve a contract with Apple Energy to manage the charging stations at Beery Field in the amount of \$8,413.68 (50% due upon contract execution and the final 50% due upon project completion), with funding from Capital Outlay.*

Contract

Date:02/14/2025

Apple Energy
3315 Blue Star Hwy
Saugatuck, Mi, 49453

Client: City of the Village of Douglas
86 W. Center St.
Douglas, Mi, 49406

Job Overview

Remove the existing L2s and replace the existing L2s, two in total. The project will need to be connected to a new meter. CMS will split the current location, and there will be two meters. We will then connect the existing sub-panel to the new meter.

Details:

- A New Meter is required
- CMS signage required
- Permit
- Two Red E Pro 50 amp. QR Code and app ready, 18' Cables w/ pedestal and 3 yr hardware warranty
- Use current breakers and wiring are to be used.
- Extend the hardware warranty for 2 years
- 5-year operations and maintenance. 24/7 monitoring and servicing
- Software: .05 per kW. The software allows for pricing strategies and idle fees, competitively monitors for competitive pricing, and establishes the stations in all navigation systems and reciprocal software.

Pricing:

- Materials and labor for installation
- Hardware for Autel 50-amp dual port
- Sales Tax on Hardware only
- RED E Software subscription
- Extended Hardware warranty (2 year)
- Operations and Maintenance (5 years)
- Shipping

Cost:

\$2850.00
 \$3178.00
 \$190.68
 \$.05 per kW
 \$320.00
 \$1500.00
 \$375.00
\$8,413.68
-\$7,500.00
\$913.00

Total:

Rebate

Grand Total after rebate

Acceptance of Terms: The city of the village of Douglas approves the terms and conditions outlined in this document and the scope of work provided. It also agrees to the following payment terms and amounts.

Payment Terms: 50% due upon the contract execution
Final 50% upon project completion**

Client Accepted by:

Name: _____
Title: _____

Signature: _____

Apple Energy Accepted by:

Name: _____
Title: _____

Signature: _____

Full payment is needed before the rebate final work is submitted. All rebates and grants are managed through Apple Energy.
*The installation amount includes materials, taxes, and permits.

TERMS AND CONDITIONS OF SERVICES

1. APPLICABILITY.

(a) These terms and conditions for services (these “**Terms**”) govern the provision of services by The Trouble Boys LLC d/b/a Apple Energy Too, a Michigan limited liability company (“**Apple Energy**”) The City of the Village of Douglas, Mi

(b) The accompanying service contract (the “**Contract**”), and these Terms (collectively with the Order Confirmation, this “**Agreement**”) comprise the entire agreement between the parties hereto, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the Order Confirmation, these Terms shall govern.

(c) These Terms prevail over any of Customer’s general terms and conditions regardless of whether or when Customer has submitted its request for proposal, order, or such terms. Provision of services to Customer does not constitute acceptance of any of Customer’s terms and conditions and does not serve to modify or amend these Terms.

2. SERVICES. Apple Energy shall provide the services to Customer as described in the Order Confirmation (the “**Services**”) in accordance with this Agreement. Apple Energy shall use reasonable efforts to meet any performance dates specified in the Order Confirmation, and any such dates shall be estimates only.

3. CUSTOMER’S OBLIGATIONS. Customer shall:

(a) cooperate with Apple Energy in all matters relating to the Services and provide such access to the location identified on the Site Map (the “**Location**”), and such other Customer-controlled facilities as may reasonably be requested by Apple Energy, for the purposes of performing the Services;

(b) respond promptly to any Apple Energy request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Apple Energy to perform Services in accordance with the requirements of this Agreement; and

4. CUSTOMER’S ACTS OR OMISSIONS. If Apple Energy’s performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants, or employees, Apple Energy shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

5. **CHANGE ORDERS.**

(a) If Customer wishes to change the scope, Location, or performance of the Services, it shall submit details of the requested change to Apple Energy in writing (a “**Change Order**”).

(b) After receipt of a Change Order, the parties shall promptly negotiate the terms of such Change Order in good faith. Notwithstanding the foregoing, Apple Energy may terminate this Agreement if the parties cannot mutually agree to the terms of a Change Order within fifteen (15) days of receipt of such Change Order by Apple Energy. Neither party shall be bound by any Change Order unless mutually agreed upon in writing.

(c) Notwithstanding Section 4(a) and Section 4(b), Apple Energy may, from time to time change the Services without the consent of Customer provided that such changes do not materially affect the nature or scope of the Services, or affect the fees or any performance dates set forth in the Order Confirmation.

6. **FEES AND EXPENSES.**

(a) In consideration of the provision of the Services by Apple Energy and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in the Order Confirmation (“**Fees**”).

(b) Customer shall pay all Fees due to Apple Energy outlined in the contract. Customer shall make all payments hereunder in US dollars by wire transfer per instructions provided by Apple Energy. In the event payments are not received by Apple Energy within ten (10) days after becoming due, Apple Energy may:

(i) charge interest on any such unpaid amounts at a rate of 1.5% per month or, if lower, the maximum amount permitted under applicable law from the date such payment was due until the date paid;

(ii) suspend performance for all Services until payment has been made in full; and/or

(iii) terminate the Agreement in accordance with Section 12(a)(i).

(c) In the event Customer terminates this Agreement for any reason after Apple Energy has been awarded the grants and rebates described in the Order Confirmation (collectively, the “**Awards**”), Customer shall be required to pay a termination fee of \$2400.00] (the “**Termination Fee**”).

7. **TAXES.** Customer shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder.

8. **CONFIDENTIAL INFORMATION.** Customer acknowledges that Customer may have access to information that is confidential and proprietary to Apple Energy, including, without limitation, the

existence and terms of this Agreement, trade secrets, technology, and information pertaining to business operations and strategies, customers, pricing, marketing, finances, sourcing, personnel, or operations of Apple Energy, its affiliates, or their suppliers or customers, in each case whether spoken, written, printed, electronic, or in any other form or medium (collectively, the “**Confidential Information**”). Customer agrees to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third-party without the prior written consent of Apple Energy, and not to use any Confidential Information for any purpose except as required in the performance of the Services. Customer shall notify Apple Energy immediately in the event Contractor becomes aware of any loss or disclosure of any Confidential Information. Apple Energy shall be entitled to injunctive relief for any violation of this Section.

9. **REPRESENTATION AND WARRANTY.**

(a) Apple Energy represents and warrants to Customer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner.

(b) Apple Energy shall not be liable for a breach of the warranty set forth in Section 9(a) unless Customer gives written notice of the defective Services, reasonably described (the “**Defect Notice**”), to Apple Energy within a reasonable time after Customer discovers or ought to have discovered the Services were defective.

(c) If Apple Energy breaches such warranty, Apple Energy shall, in its sole discretion, either (i) repair or re-perform such Services (or the defective part); or (ii) credit or refund the price of such Services at the pro rata contract rate.

(d) **THE REMEDIES SET FORTH IN SECTION 9(c) SHALL BE THE CUSTOMER’S SOLE AND EXCLUSIVE REMEDY AND APPLE ENERGY’S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 9(a).**

10. **DISCLAIMER OF WARRANTIES. EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 9(a) ABOVE, APPLE ENERGY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

11. **LIMITATION OF LIABILITY.**

(a) **IN NO EVENT SHALL APPLE ENERGY BE LIABLE TO CUSTOMER OR TO ANY THIRD-PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT APPLE ENERGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

(b) **IN NO EVENT SHALL APPLE ENERGY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID OR PAYABLE TO APPLE ENERGY PURSUANT TO THIS AGREEMENT.**

12. **TERMINATION.** In addition to any remedies that may be provided under this Agreement, this Agreement may be terminated with immediate effect upon written notice by:

(a) Apple Energy, if Customer:

(i) fails to pay any amount when due under this Agreement to Apple Energy, and has not cured such failure to pay within ten (10) days; or

(ii) submits a Change Order which Apple Energy does not agree to in accordance with Section 5(b).

(b) Customer, if Apple Energy:

(i) is not awarded the Awards; or

(ii) is awarded the Awards, but subject to payment of the Termination Fee described in Section 6(c).

(c) either party, if the other party:

(i) has not otherwise materially performed or complied with any of the terms of this Agreement, in whole or in part, and has not cured such violation within thirty (30) days of receiving written notice of such violation from the other party (except in the case of Section 12(a)(i)); or

(ii) becomes insolvent, files a petition for bankruptcy or commences, or has commenced against it, proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

13. **INSURANCE.** During the term of this Agreement and for a period of one (1) year thereafter, Customer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) with policy limits sufficient (in Apple Energy's sole discretion) to protect and indemnify Apple Energy and its representatives and affiliates from any losses resulting from the acts or omissions of Customer and its agents. Customer shall promptly forward a certificate of insurance verifying such insurance upon execution of this Agreement, which certificate will indicate that such insurance policies may not be canceled before the expiration of a 45-day notification period and that Apple Energy will be immediately notified in writing of any such notice of termination.

14. **FORCE MAJEURE.** Apple Energy shall not be liable or responsible to Customer, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or

performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond Apple Energy's control, including, without limitation, the following force majeure events: (a) acts of God; (b) flood, fire, earthquake, pandemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; and (g) telecommunication breakdowns, power outages or shortages, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (h) other similar events beyond the control of Apple Energy.

15. **ASSIGNMENT.** Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Apple Energy. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.

16. **RELATIONSHIP OF THE PARTIES.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

17. **GOVERNING LAW.** This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without giving effect to any conflict of laws principles.

18. **MEDIATION.** Other than disputes involving the covenants and obligations set forth in Section 8 which may be filed directly in a court of law, Apple Energy and Customer agree that all other disputes and claims of any nature arising out of or relating to this Agreement (whether such disputes and claims are based in statutory, contractual, or common law), will be submitted exclusively first to mandatory non-binding mediation in [Grand Rapids], Michigan or at another mutually agreed-upon location, under the rules of Judicial Arbitration and Mediation Services ("JAMS") or under such other rules or under the auspices of such other organization as the parties may mutually agree. All information regarding the dispute or claim or mediation proceeding, including any mediation settlement, shall not be disclosed by Apple Energy, Customer, or any mediator to any third-party without the written consent of Apple Energy and Customer.

19. **NOTICES.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the Service Contract or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

20. **SEVERABILITY.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

21. **SURVIVAL**. Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Confidentiality, Governing Law, Insurance, and Survival.

22. **MISCELLANEOUS**. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this Agreement or, in the case of waiver, by the Party or Parties waiving compliance. This Agreement may be executed in multiple counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

WORK THAT'S ALWAYS READY. AN EV CHARGING NETWORK THAT'S ALWAYS READY. AN EV CHARGING NETWORK



RED E ENTERPRISE PRICING

	BASIC	PERFORMANCE
> LEVEL 2	\$10 /month /port	\$0.05 /kWh sold
> DCFC	\$20 /month /port	\$0.05 /kWh sold
> FEATURES	<ul style="list-style-type: none"> • \$50 set up fee • 5% transaction fee (7% w/ ACH deposit) • Full dashboard access with live monitoring • 24/7 Live US based support • Custom reporting • Multi-Site management • Tiered Pricing • Access Control 	<ul style="list-style-type: none"> • \$0 set up fee • 3% transaction fee (5% w/ ACH deposit) • Full dashboard access with live monitoring • 24/7 Live US based support • Custom reporting • Multi-Site management • Tiered Pricing • Access Control • Site targeted marketing • Advanced diagnostics • Optimized driver pricing

redecharge.com

Customer Support (313) 262-6722

@redecharge
info@redecharge.com



AC COMMERCIAL SINGLE PORT LEVEL 2 CHARGER 12KW

POWER

INPUT/OUTPUT POWER RATING & CURRENT INPUT/OUTPUT VOLTAGE	12kW (240V AC*50A) 208V±15%; 240V±15%, 60Hz
NETWORK TYPE	L1/N+PE, L1/L2/PE
INPUT CORD	Hardwired
CONNECTOR TYPE	SAE J1772, 25ft (7.5m)
GROUND FAULT DETECTION PROTECTION	20mA CCID Overcurrent, Overvoltage, Undervoltage, Integrated Surge
POWER MEASUREMENT ACCURACY	Protection Full Scale

OPERATIONAL RATINGS

ENCLOSURE RATING	NEMA 4
OPERATING TEMPERATURE	-40°F ~+131°F (-40°C ~+55°C)
RANGE STORAGE TEMPERATURE	-40°F ~+185°F (-40°C ~+85 °C) Wall Or
RANGE MOUNTING	Floor Using A Pedestal
DIMENSIONS (HxWxD)	13.23"x7.36"x3.35" (336x187x85mm)

USER INTERFACE

STATUS INDICATION	LED/APP/Touch Screen (5 Inch LCD, 800*480) Autel Charge APP; Autel Charge
USER INTERFACE	Cloud Bluetooth, Wi-Fi, Ethernet, 4G, CAN,
CONNECTIVITY	RS485 OCPP 1.6J (Can
COMMUNICATION	Be Upgraded To OCPP 2.0.1 Later) APP, RFID
PROTOCOLS USER	Card
AUTHENTICATION CARD	ISO 15693, ISO 14443, NFC
READER	OTA
SOFTWARE UPDATE	

CERTIFICATION & STANDARDS

SAFETY & COMPLIANCE	UL 2231-1, UL 2231-2, UL2594, NEC Article 625, CSA
EMC COMPLIANCE	C22.2, UL 916 FCC 15 Class B
CERTIFICATION	Energy Star, OpenADR 2.0b
WARRANTY	36 Months, Warranty Extension Available

**Configuration 2 (Floor
Mounted CMS with
Dual Chargers)**

