

# NONRESIDENTIAL ELECTRIC VEHICLE CHARGING REBATE PILOT AGREEMENT

## DEFINITIONS

**Electric Vehicle Supply Equipment (EVSE)** – The device, including the cable(s), coupler(s), and embedded software, installed for the purpose of transferring alternating current electricity at 208 or 240 volts between the electrical infrastructure and the EV.

**Electric Vehicle Service Provider (EVSP)** – Companies that install, operate, and/or maintain Electric Vehicle charging stations.

**Income-Eligible Multifamily Residence** – A multifamily residence where residents in at least 50% of the dwelling units are at or below 80% area median income as defined by the US Department of Housing Urban Development, or the facility qualifies as Section 8 housing.

**Operational** – An EVSE installed on the premises that is able to transfer energy between the premises wiring and the EV, with all the applicable payment methods (e.g., credit card, phone app, subscription card), and transmit operational data (e.g. energy usage, session start/end times) to the Qualified EVSP.

**Port** – The cable and coupler used to transfer energy from the EVSE to the EV. The number of Ports is defined by the number of EVs that can be charged simultaneously by a given EVSE. There are commonly one or two Ports per EVSE.

**Qualified EVSE** – The list of qualified EVSE(s) that are available for rebate is determined by PGE and listed on PortlandGeneral.com.

**Qualified EVSP** – The list of qualified EVSP(s) is determined by PGE and listed on PortlandGeneral.com.

## AGREEMENT

This NONRESIDENTIAL ELECTRIC VEHICLE CHARGING REBATE PILOT AGREEMENT (“Agreement”), made and entered into by and between Participant and Portland General Electric Company (“PGE”) for pilot participation under the PGE’s Electric Retail Tariff Schedule 53 – Nonresidential Electric Vehicle (EV) Charging Rebate Pilot (the Tariff and Schedule are collectively referred to herein as the “Tariff”).

This Agreement governs Participant’s election to participate in a rebate pilot for EV charging pursuant to the Tariff (the “EVSE Pilot”). The terms and conditions of the Tariff, as filed and approved by the Oregon Public Utility Commission (OPUC), apply to this Agreement. A copy of the Tariff is available on the PGE’s website at <https://portlandgeneral.com/about/rates-and-regulatory/tariff>. This Agreement is intended to supplement the Tariff and shall not replace the Tariff. Terms defined in the Tariff shall have the same meanings where used in this Agreement.

- 1. Term.** This Agreement becomes effective on the Effective Date, meaning the date that PGE deems Participant’s application complete, and shall continue in effect for a term of ten (10) years after the Effective Date (“Term”).
- 2. Eligibility.** Rebates are available to Nonresidential Customers and property managers/owners of multifamily residence(s) for new, Qualified EVSE(s) installed in PGE’s service area. Temporary customers such as construction sites which have not received their certificate of occupancy are excluded.



- 3. Application.** All required information must be submitted before PGE will process an application. PGE must receive a complete application, with all required accompanying documentation within 90 days of EVSE installation. Participant represents that the information and documentation it submits in support of its application shall be complete, truthful and accurate. By submitting an application to PGE, Participant represents that none of the EVSE(s) for which it seeks a rebate have already received a PGE rebate at the time of purchase or submission of the application.
- 4. Service Schedule.** Participant will maintain the EVSE(s) on a PGE standard cost of service schedule for the duration of the Term.
- 5. Operational Requirements.** Participant will ensure the EVSE(s) are Qualified and Operational for the duration of the Term.
- 6. Data.** Participant will ensure that the EVSE(s) communicate operational data (e.g., energy usage, time of day usage and number of unique drivers) to a Qualified EVSP over the Term. Participant agrees to authorize the Qualified EVSP to provide operational data (e.g., energy usage, time of day usage and number of unique drivers) to PGE for the duration of the Term. Participant agrees that PGE and its agents and representatives may use data gathered as part of the EVSE Pilot in regulatory reporting, ordinary business use, industry forums, case studies or other similar activities, and to participate in PGE-led research such as surveys.
- 7. Branding.** Participant agrees to incorporate PGE branding if provided by PGE for EVSE(s). Participant will not otherwise use PGE's name or branding without express written authorization from PGE.
- 8. Driver Pricing.** If Participant offers publicly available charging and offers pricing to EV drivers, such pricing shall be clearly displayed and disclosed at the point of sale.
- 9. Verification.** All EVSE(s) installed under the Tariff are subject to verification by PGE. PGE may enter Participant's property with advance notice to inspect the installation and use of the EVSE(s).
- 10. Equipment Installation.** Participant represents that (i) it has the right to install the Qualified EVSE(s) on the property and site(s) on which the EVSE is installed and that any necessary consents have been obtained, and (ii) that all equipment installed and work performed shall comply with all with all laws, regulations and safety, building, environmental and permitting codes, and any manufacturer instructions.
- 11. Project Cost Documentation.** Participant must submit an invoice itemizing the EVSE(s) installed, dated no earlier than December 18, 2020.
- 12. Payment.** The rebate will be paid to Participant, at the mailing address indicated in the application, following (i) installation of the Qualified EVSE(s) at the site address(es) listed, in accordance with EVSE Pilot requirements, (ii) submission of a completed application, a complete, accurate, and verifiable IRS Form W-9 (Request for Taxpayer Identification Number and Certification), income verification form (if applying for the Income-Eligible Multifamily Residence Rebate) and all required accompanying project cost documentation. The Standard Rebate is the lesser of the EVSE hardware cost or \$500 per Port. The Income-Eligible Multifamily Residence Rebate is the lesser of the EVSE hardware cost or \$2,300 per Port. PGE will issue the applicable rebates no later than 90 days from PGE's receipt of a complete application with accompanying documentation.
- 13. Ownership Changes.** If a property with EVSE(s) installed under the EVSE Pilot changes ownership, lesseeship or management, participation in the pilot can be assumed by a new owner, lessee or manager that is willing to meet the EVSE Pilot requirements. In the event the new owner, lessee or manager does not continue participation, PGE reserves the right to pursue reimbursement of the rebate described in the Termination section of this Agreement.
- 14. Termination.** PGE may terminate this Agreement for Participant breach with ten (10) days written notice. Participant may terminate participation in the EVSE Pilot after providing PGE no less than 30 days' notice.



In the event of termination prior to the end of the Term, PGE reserves the right to pursue reimbursement of the rebate described in this section. At the end of the Term, Participant, at its discretion, may continue to participate in the EVSE Pilot if it is still active. If Participant or PGE terminates the Agreement prior to the expiration of the Term, Participant agrees to reimburse PGE the value of the rebate on a pro-rata basis (i.e., Participant will reimburse PGE one-tenth of the rebate for each remaining year in the Term).

- 15. Legal Remedies.** PGE reserves the right to pursue all other legal remedies available to it if Participant does not meet the terms and conditions described in this Agreement.
- 16. No Warranties.** Participant is solely responsible for the economic and technical feasibility, operational capability and reliability of Participant's installations, products and solutions. PGE is not making and disclaims any representation, warranty, guarantee or covenants, whether express or implied arising out of this EVSE Pilot, installation or use of the EVSE(s). All EVSE(s) must be installed by qualified and licensed contractors in accordance with local codes, permitting and inspection requirements.
- 17. Limitation of Liability.** IN NO EVENT SHALL PGE, ITS PARENT, OFFICERS, DIRECTORS, PARTNERS, MEMBERS, SHAREHOLDERS, EMPLOYEES OR AFFILIATES, OR ANY REPRESENTATIVES THEREOF, BE LIABLE TO THE PARTICIPANT OR ANY OTHER PARTY FOR SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS UNDER THE EVSE PILOT OR THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, DAMAGES OR CLAIMS IN THE NATURE OF LOST REVENUE, INCOME OR PROFITS, LOSS OF USE, OR COST OF CAPITAL, IRRESPECTIVE OF WHETHER SUCH DAMAGES ARE REASONABLY FORESEEABLE AND IRRESPECTIVE OF WHETHER SUCH CLAIMS ARE BASED UPON NEGLIGENCE, STRICT LIABILITY CONTRACT, OPERATION OF LAW OR OTHERWISE.
- 18. Participant Responsibilities.** Participant agrees to indemnify and release PGE, its affiliates, officers, employees and representatives from all claims, demands, losses, damages, costs, expenses and liability (legal, contractual or otherwise), which arise from or are in any way connected with any: (1) injury to or death of persons, (2) injury to property of Participant, (3) violation of any applicable laws, statutes or ordinances, or (4) any act omission or negligence of the trade ally.
- 19. Authorization.** Participant hereby warrants it has full power and authority to perform all of its obligations under this Agreement and the person executing this Agreement on behalf of each Participant has been duly authorized and empowered to bind the Participant to this Agreement.
- 20. Miscellaneous.** The Agreement, including all attachments, constitutes the entire agreement between PGE and Participant and may only be amended in writing signed by each of the Parties. If any of its provisions shall be held invalid or unenforceable, this Agreement shall be construed as if not containing those provisions and the rights and obligations of the Parties hereto shall be construed and enforced accordingly. The failure to enforce any terms of this Agreement will not constitute a waiver. The provisions of this Agreement regarding Warranty, Limitation of Liability and Indemnification will survive the termination or expiration of this Agreement.
- 21. Force Majeure.** The Parties to this Agreement shall be excused from any failure or delay in the performance of their obligations if such obligations are prevented from being fulfilled due to Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure, shall give notice and the full particulars of such Force Majeure to the other Party in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. A "Force Majeure" shall include any act, event, or occurrence beyond the Party's reasonable control, which the Party, despite its best efforts, is unable to prevent, avoid, overcome, delay or mitigate, including but not limited to: floods, epidemics, earthquakes, quarantine, blockade, war, insurrection or civil strife or terrorism.
- 22. Governing Law; Actions.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon; excluding any conflicts of laws principles that would result in this Agreement being



interpreted in accordance with any different law. Venue for any lawsuit arising out of or in connection with this Agreement shall be exclusively in the state or federal courts of located in Multnomah County, Oregon. This Agreement is intended for the benefit of the parties herein only and does not grant any rights to any third parties unless otherwise specifically stated herein.

## **End of AGREEMENT**

### **DATA RELEASE (CHARGEPOINT CUSTOMERS)**

I have enrolled in the Portland General Electric Company (the “Offeror”) Nonresidential Electric Vehicle (EV) Charging Rebate Pilot (the “Program”) pursuant to which I will receive financial incentives and/or non-financial rewards per the Program terms. I understand that, as a condition to my participation in the Program, I am required to authorize the selected electric vehicle charging network service provider (the “Provider”) to release a specified set of charging data (“Data”) generated through use of charging stations supported and/or incentivized by this Program through assigning rights to the charging station or providing direct access to utilization of the data via API or other means. I understand and agree that the Provider is not responsible for, nor has any authority with respect to, the Offeror’s privacy practices or how the Offeror may use such Data. In consideration for being allowed to participate in the Program, I hereby authorize Provider to release the Data, and to assist the Offeror with conducting any associated load management event if required, and hereby forever release and disclaim, on behalf of myself, my heirs and assigns, Provider from any and all claims I may have against it, its employees, officers and directors, arising out of or in connection with such release or the performance of such tasks.

I understand and agree that the Program is being offered solely by the Offeror and not by the Provider. I hereby agree that the Provider shall have no liability whatsoever from the Utility’s failure to deliver any of the benefits offered by the Utility in connection with the Program, and hereby forever release and disclaim, on behalf of myself, my heirs and assigns, Provider from any and all claims I may have against it, its employees, officers and directors arising out of or in connection with the Offeror’s failure to deliver such benefits.

### **DATA RELEASE (EVCONNECT CUSTOMERS OR SEMACONNECT CUSTOMERS)**

I have enrolled in the Portland General Electric (“PGE”) Nonresidential Electric Vehicle (EV) Charging Rebate Pilot (the “Program”). I understand that, as a condition to my participation in the Program, I am required to authorize the selected electric vehicle charging network service provider (the “Provider”) to release a specified set of charging data (“Data”) generated through use of charging stations supported and/or incentivized by this Program through assigning rights to the charging station or providing direct access to utilization of the data via API or other means. In consideration for being allowed to participate in the Program, I hereby authorize Provider to release the Data, and to assist the PGE with administering and operating its Program (including evaluating, analyzing and improving the Program), performing market analysis and research, providing utility services, and performing the energy management tasks where applicable, and I hereby forever release and disclaim, on behalf of myself, my heirs and assigns, Provider from any and all claims I may have against it, its employees, officers and directors, arising out of or in connection with such release.

