

FLEET ELECTRIFICATION MAKE-READY PILOT PARTICIPATION AGREEMENT

This FLEET ELECTRIFICATION MAKE-READY PILOT PARTICIPATION AGREEMENT (“Agreement”), is made and entered into on _____ (“Effective Date”) by and between _____ (“Participant”) and Portland General Electric Company (“PGE”) pursuant to PGE’s Electric Retail Tariff Schedule XX – Fleet Electrification Make-Ready Pilot (the “Tariff”).

A copy of the Tariff, as filed and approved by the Oregon Public Utility Commission (“OPUC”), is available on PGE’s website at <https://portlandgeneral.com/about/info/rates-and-regulatory/tariff>. This Agreement is intended to supplement the Tariff and shall not replace the Tariff. In the event there is a conflict between the terms of the Tariff and this Agreement, the terms of the Tariff shall control. Participant and PGE are individually referred to in this Agreement as a “Party” and collectively as the “Parties”. Terms used in this Agreement that are not defined in this Agreement but otherwise defined in the Tariff shall have the same meanings given in the Tariff.

The Parties agree to the following:

1. **Definitions.** The following definitions shall apply to the terms used throughout this Agreement:
 - a. **Activation Date** – date that PGE first determines an EVSE is Operational.
 - b. **Custom Incentive** – The custom incentive will be calculated by PGE in accordance with the Tariff.
 - c. **Electric Vehicle Supply Equipment (EVSE)** – the device, including the cable(s), coupler(s), and embedded software, installed for the purpose of transferring electricity between the electrical infrastructure at the Site and the EV.
 - d. **Electric Vehicle Service Provider (EVSP)** – provider of connectivity across a network of EVSE(s).
 - e. **Line Extension** – has the same meaning as set forth in Rule I.
 - f. **Line Extension Allowance** – has the same meaning as set forth in Rule I and is calculated per Schedule 300.
 - g. **Line Extension Cost** – has the same meaning as set forth in Rule I.
 - h. **Make-Ready Cost** – the cost of Make-Ready Infrastructure and Line Extension, excluding those accounted for in the Line Extension Cost.
 - i. **Make-Ready Infrastructure** – the infrastructure at the Site required to deliver electricity from the Service Point to the EVSE(s), including any new transformers, services, panels, stepdown transformers, conduit, wires, connectors, meters, and any other necessary hardware.
 - j. **Operational** – an EVSE installed at the Site is able to transfer energy between the Site wiring and the EV, with any applicable payment methods, and transmitting operational data (e.g. energy usage, session start/end times) to the Qualified EVSP.
 - k. **Qualified EVSE** – list of qualified EVSE(s), determined by the Company.
 - l. **Qualified EVSP** – list of qualified EVSP(s), determined by the Company.
 - m. **Qualified Service Schedule** – list of qualified service schedules, including Schedules 32, 38, 83, 85, and 89. The list of qualified service schedules may be expanded to include new rates in the future.

- n. **Service Point** – has the same meaning as set forth in Rule B.
 - o. **Site** – has the same meaning as set forth in Rule B.
 - p. **Site Owner** – entity holding title to the Site.
- 2. **Term.** This Agreement will commence and become effective on the Effective Date and will continue in effect for a period of ten (10) years after the Activation Date of the first EVSE installed pursuant to this Agreement (“Term”).
- 3. **Design, Installation and Ownership.** PGE, in its sole discretion and in accordance with its applicable tariffs and design standards, will locate, install, own, operate and maintain the Line Extension and Make-Ready Infrastructure, as set forth in Attachment A (Site Design). Participant may not make modifications to the Line Extension or Make-Ready Infrastructure without PGE’s approval.
- 4. **Easement and Permitting.** An easement may be required to maintain PGE owned facilities that supports Participant’s participation under this Agreement. PGE will use existing easements when possible to minimize encumbrances on the Site. If a new easement is required, access rights will follow standard utility requirements for providing electrical service. If Participant is the Site Owner, Participant agrees to sign and return easements to PGE within thirty (30) days after receipt. If Participant is not the Site Owner, Participant shall use commercially reasonable efforts to facilitate obtaining such easement from the Site Owner. Participant will retain no ownership rights in the Make-Ready Infrastructure. If the necessary easements are not obtained, PGE may terminate this Agreement.
- 5. **EVSE.** Participant is responsible for the procurement and installation of at least one new Qualified EVSE within six (6) months of PGE’s completion of the Make-Ready Infrastructure. Prior to procuring each EVSE, Participant shall seek the consent and approval by PGE of the type and manufacturer of the EVSE that Participant intends to install, which such consent shall not be unreasonably withheld or delayed. If such consent is not granted by PGE, PGE shall use commercially reasonable efforts to identify a reasonable alternative EVSE for Participant to install at the Site. Within ten (10) business days after commissioning each EVSE, Participant shall provide written notice to PGE that such installation has occurred. By providing such notice, Participant represents that (i) it has the right to install the EVSE(s) on Site on which the EVSE is installed pursuant to this Agreement and that any necessary consents have been obtained, and (ii) that all equipment installed and work performed complies with all laws, regulations and safety, building, environmental and permitting codes, and any manufacturer instructions.
- 6. **Service Schedule.** Participant will maintain the EVSE(s) on a Qualified Service Schedule for the duration of the Term. As the customer of record, Participant shall be responsible for paying the PGE bill.
- 7. **Operational Requirements.** Participant will ensure the EVSE(s) remain Qualified EVSE(s) and Operational in accordance with manufacturer’s maintenance recommendations for the duration of the Term. Participant will pay for all maintenance, repair, and replacement of EVSE(s) that is required during the Term.
- 8. **Payment.** Within thirty (30) days after the Effective Date, Participant will pay PGE the Amount Due, which such amount is set forth in Attachment B (Custom Incentive and Participant Responsibility). PGE will not commence construction of the Make-Ready Infrastructure until payment of the Amount Due under this Section 8 (Payment) has been received.

9. **Energy Usage Plan.** Participant will adhere to the Energy Usage Plan set forth in Attachment C (Energy Usage Plan). If Participant's energy usage is deficient at the end of the Term, Participant will reimburse PGE a pro rata share of the Custom Incentive. For example, if Participant is required to use 1,000 kWh over the Term, but Participant only used ninety percent (90%) of the required amount (i.e., 900 kWh), Participant would be required to reimburse PGE ten percent (10%) of the Custom Incentive.
10. **Data.** Participant will authorize and require a Qualified EVSP to provide EVSE data (e.g. charging session data, energy interval data) to PGE. Participant agrees to allow PGE and its agents and representatives to use data obtained under this Agreement in regulatory reporting, ordinary business use, industry forums, case studies or other similar activities, in accordance with applicable laws and regulations and to participate in PGE-led research such as surveys.
11. **Branding.** Participant agrees to incorporate PGE branding on the EVSE(s), if any branding is provided by PGE to Participant for such use, and to remove any such branding at PGE's request. Participant will not otherwise use PGE's name or branding without express written authorization from PGE.
12. **Verification.** At any time during the Term, PGE may enter the Site, after providing reasonable advance notice to Participant, to inspect the installation and use of the EVSE(s).
13. **Ownership Changes.** If the Site changes ownership or lease, Participant may assign this Agreement to the new owner or lessee if it is willing to meet the requirements of this Agreement and establish a new Energy Usage Plan. On or before the assignment of this Agreement becoming effective, Participant will be responsible for any pro-rata reimbursement for estimated usage deficiencies between Participant's original Energy Usage Plan and the new customer's Energy Usage Plan. In the event the new owner or lessee does not assume this Agreement, this Agreement shall terminate, and PGE may pursue termination remedies set forth in Section 15 (Termination).
14. **Term End.** Following the termination of this Agreement, Participant may continue to operate EVSE(s) at the location, in which case PGE will continue to own and maintain the Make-Ready Infrastructure. Alternatively, Participant may remove the EVSE(s) at Participant's expense, and PGE will abandon the Make-Ready Infrastructure in place and deliver a quitclaim for the easement.
15. **Termination.** In the event Participant breaches this Agreement, PGE may terminate this Agreement by providing Participant with ten (10) days written notice. Participant may terminate this Agreement at any time during the Term by providing PGE with no less than thirty (30) days' written notice. In the event of termination prior to the end of the Term, Participant shall reimburse PGE either one-tenth of the Custom Incentive for each remaining year in the Term, including the year the termination occurs, or the amount required in Section 9, Energy Usage Plan, whichever is greater. For example, if the Agreement terminates in the first (1st) year, Participant would reimburse PGE one hundred percent (100%) of the Custom Incentive; or if Agreement terminates in seventh (7th) year and Participant has used ninety percent (90%) of the minimum required by the Energy Usage Plan, Participant would reimburse PGE forty percent (40%) of the Custom Incentive. Participant's obligations under this Section 15 (Termination) shall survive the expiration, cancellation or termination of this Agreement and Term.
16. **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.

17. **No Warranties.** Participant is solely responsible for the economic and technical feasibility, operational capability and reliability of Participant's installations, products, and solutions, including EVSE(s). PGE is not making and disclaims any representation, warranty, guarantee or covenants, whether express or implied arising out of the 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. Participant understands that PGE makes no representations regarding manufacturers, dealers, contractors, materials, or workmanship of the EVSE(s). Further, PGE makes no warranty, whether express or implied, including without limitation the implied warranties of merchantability and fitness for any particular purpose, use, or application of the products and services under the pilot.
18. **Limitation of Liability.** IN NO EVENT SHALL PGE, ITS OFFICERS, DIRECTORS, 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 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. This limitation of liability shall survive the expiration, cancellation, or termination of this Agreement.
19. **Creditworthiness and Security.** In the event the Custom Incentive is two hundred fifty thousand dollars (\$250,000.00) or more, Participant agrees that PGE may verify Participant's creditworthiness at any time during the Term, which may include, but is not limited to, Participant providing PGE audited financial statements or other reasonable documentation related to the Participant's creditworthiness. Based on its credit review of Participant, PGE may require security to ensure the Participant is financially capable of meeting its obligations under this Agreement. Participant will be required to provide security if their long-term senior, unsecured, debt obligation (not supported by third party credit enhancements) is rated by S&P below "BBB-" or by Moody's below "Baa3." If the Participant has not been assigned a long-term senior, unsecured, debt rating, an internal PGE credit score equivalent to the public debt ratings below BBB- / Baa3 may be used. Such security may include:
- a. A surety bond issued by an issuer and in a form, substance and amount satisfactory to PGE;
 - b. A letter of credit issued by an issuer and in a form, substance and amount satisfactory to PGE;
 - c. A cash deposit in an amount satisfactory to Company; or
 - d. Any other mutually agreed credit mechanism.
20. **Insurance Requirements.** Participant shall procure, carry, and maintain the following insurance coverage:
- a. Personal or Commercial General Liability.
 - i. The limit shall not be less than One Million Dollars (\$1,000,000) each occurrence for bodily injury, property damage and personal injury.
 - ii. Coverage shall: a) By "Additional Insured" endorsement add as insureds PGE, its directors, officers, agents and employees with respect to liability arising out of

work performed by or for the Participant; b) Be endorsed to specify that the Participant insurance is primary and that any insurance or self-insurance maintained by PGE shall not contribute with it.

b. Additional Insurance Provisions

- i. Before commencing performance of work under this Agreement, Participant shall furnish PGE with certificates of insurance and endorsements of all required insurance for Participant.
- ii. PGE may inspect the original policies at any time.
- iii. Upon request, Participant shall furnish PGE evidence of insurance for Participant's agents or contractors.

21. **Participant Indemnification.** To the greatest extent permitted by law, Participant agrees to indemnify, defend, hold harmless and release PGE, its affiliates, officers, employees and representatives from all claims, demands, losses, damages, costs, expenses and liability (legal, contractual or otherwise), that arise from or are in any way connected with: (a) any breach of the representations, warranties, covenants, or obligations of Participant under this Agreement, (b) any act or omission of Participant, whether based upon Participant's negligence, strict liability, or otherwise, in connection with the performance of this Agreement, or (c) any third-party claims of any kind, whether based upon negligence, strict liability, or otherwise, arising out of or connected in any way to Participant's performance or nonperformance under this Agreement. This indemnification obligation shall not apply to the extent that such injury, loss, or damage is caused by the sole negligence or willful misconduct of PGE. The indemnification obligations of Participant shall survive the expiration, cancellation, or termination of this Agreement.
22. **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 Participant has been duly authorized and empowered to bind the Participant to this Agreement.
23. **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 the provisions in this Agreement 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 Limitation of Liability and Indemnification will survive the termination or expiration of this Agreement.
24. **Force Majeure.** The Parties shall be excused from any failure or delay in the performance of their obligations if such obligations are prevented from being fulfilled due to a Force Majeure Event. A Party unable to fulfill any obligation under this Agreement (other than an obligation to pay money when due) by reason of a Force Majeure Event, shall give notice and the full particulars of such Force Majeure Event to the other Party in writing or by telephone as soon as reasonably possible after the occurrence of the Force Majeure Event. A "Force Majeure Event" shall include any act, event, or occurrence beyond the Party's reasonable control, which the affected Party, despite its best efforts, is unable to prevent, avoid, overcome, delay or mitigate, including but not limited to: floods, epidemics, earthquakes, blockade, war, insurrection or civil strife or terrorism.

25. **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 Oregon located in Multnomah County, Oregon. This Agreement is intended for the benefit of the Parties only and does not grant any rights to any third parties unless otherwise specifically stated in this Agreement.

The parties, by their duly authorized representatives, have executed this Agreement as of the Effective Date.

[NAME OF PARTICIPANT]

PORTLAND GENERAL ELECTRIC COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A-1
LINE EXTENSION DESIGN

SAMPLE

**ATTACHMENT A-1
MAKE-READY DESIGN**

SAMPLE

ATTACHMENT B
CUSTOM INCENTIVE AND PARTICIPANT RESPONSIBILITY

A. Make-Ready Costs:		USD
B. Estimated Year 5 Energy Use:		kWh
C. Line Extension Allowance (from Schedule 300):		\$/estimated annual kWh
D. Usage Incentive (B*C*15):		USD
E. Maximum Incentive:	\$750,000	USD
F. Custom Incentive (lower of A, D or E):		USD
G. Participant Responsibility (A-F):		USD
H. Deposit Credit (if any):		USD
I. Amount Due (G-H; if negative, PGE will pay participant):		USD

ATTACHMENT C
ENERGY USAGE PLAN

A. Estimated Year-5 Energy Use:		kWh/yr
B. Minimum Energy Usage (A*6):		kWh
C. Estimated Total Energy Usage over 10-year term		kWh