

Public Access Electric Vehicle Charging Station Rebate Program Agreement

The City of Anaheim (City) is offering rebates to commercial, industrial, institutional, and municipal customers who install Level 2 or direct current (DC) fast plug-in electric vehicle (EV) charging stations in the common areas of multi-unit dwellings or other publicly accessible areas of their property. Customers who install new EV charging stations and comply with the Program terms and conditions will be reimbursed for the actual cost of charging station equipment and installation expenses, up to a maximum of \$5,000 per charging station and up to an additional \$1,500 for City plan check fees. EV charging stations installed at schools recognized by the Orange County Department of Education or the Western Association of Schools and Colleges; multi-unit dwelling locations serving income qualified customers as defined by the State of California Health and Safety Code Sections 50052.5 and 50053¹ and/or the U.S. Department of Housing and Urban Development, Title 24 of the Code of Federal Regulations²; and publically accessible DC fast plug-in EV charging stations are eligible for rebates up to \$10,000 per charging station and up to an additional \$1,500 for City plan check fees. Funding for this Program is limited annually and rebates are limited to a maximum of ten (10) EV charging stations per customer per year. In addition to the applicable rebate, Anaheim Public Utilities will pay the City permit fees associated with the EV charging stations.³

REBATE DOCUMENTATION SUPPORT:

- Fill out one Agreement for all charging station locations and attach all of the following required documents:

- Rebate Reservation Receipt Number: _____
- All charging station equipment and installation invoices
- City plan check invoices
- A copy of the final and signed City building permit job card
- W-9 Form filled out by the Customer receiving the Rebate
- Current Utilities bill for the same service address as the new sub-meter

- Submit the documents to: EVRebates@anaheim.net

Or mail to:

**Anaheim Public Utilities
Public Access EV Charging Station Rebate Program
201 South Anaheim Blvd., Suite 801
Anaheim, CA 92805**

- If you have any questions, please contact the Program Manager at **714.765.4952** or EVRebates@anaheim.net

CUSTOMER INFORMATION

Name Listed on Account:	Contact Name:	Email Address:
Daytime Phone Number(s):	Mailing Address:	Number of Existing Charging Stations:

CHARGING STATION INFORMATION ⁴

Charging Station Make and Model:	Charging Station Address #1 (if different from above):		
Charging Station Purpose	Description of Public Access (Check all that apply) : a. Retail <input type="checkbox"/> b. Multi-unit Dwelling (MUD) <input type="checkbox"/> c. Workplace <input type="checkbox"/> d. School or Income Qualified MUDs <input type="checkbox"/> e. Public Parking <input type="checkbox"/>		
	EV Charger In-Service Date:	Number of Charging Stations Installed:	Number of Parking Spaces per EV Charger:
Charging Station Serial Number(s)	Serial Number (Single Pedestal or Dual Pedestal Left Handle):	Serial Number (Dual Pedestal Right Handle):	
(A) Total Cost of Charging Station(s):	(B) Other Incentives and/or Tax Credits Expected or Received:	Rebate Request (A – B = Rebate Request):	

CHARGING STATION INFORMATION (Continued) ⁴

Charging Station Make and Model:	Charging Station Address #2:		
Charging Station Purpose	Description of Public Access (Check all that apply) : a. Retail <input type="checkbox"/> b. Multi-unit Dwelling (MUD) <input type="checkbox"/> c. Workplace <input type="checkbox"/> d. School or Income Qualified MUDs <input type="checkbox"/> e. Public Parking <input type="checkbox"/>		
	EV Charger In-Service Date:	Number of Charging Stations Installed:	Number of Parking Spaces per EV Charger:
Charging Station Serial Number(s)	Serial Number (Single Pedestal or Dual Pedestal Left Handle):	Serial Number (Dual Pedestal Right Handle):	
(A) Total Cost of Charging Station(s):	(B) Other Incentives and/or Tax Credits Expected or Received:	Rebate Request (A – B = Rebate Request):	

Charging Station Make and Model:	Charging Station Address #3:		
Charging Station Purpose	Description of Public Access (Check all that apply) : a. Retail <input type="checkbox"/> b. Multi-unit Dwelling (MUD) <input type="checkbox"/> c. Workplace <input type="checkbox"/> d. School or Income Qualified MUDs <input type="checkbox"/> e. Public Parking <input type="checkbox"/>		
	EV Charger In-service Date:	Number of Charging Stations Installed:	Number of Parking Spaces per EV Charger:
Charging Station Serial Number(s)	Serial Number (Single Pedestal or Dual Pedestal Left Handle):	Serial Number (Dual Pedestal Right Handle):	
(A) Total Cost of Charging Station(s):	(B) Other Incentives and/or Tax Credits Expected or Received:	Rebate Request (A – B = Rebate Request):	

Charging Station Make and Model:	Charging Station Address #4:		
Charging Station Purpose	Description of Public Access (Check all that apply) : a. Retail <input type="checkbox"/> b. Multi-unit Dwelling (MUD) <input type="checkbox"/> c. Workplace <input type="checkbox"/> d. School ⁵ or Income Qualified MUDs <input type="checkbox"/> e. Public Parking <input type="checkbox"/>		
	EV Charger In-Service Date:	Number of Charging Stations Installed:	Number of Parking Spaces per EV Charger:
Charging Station Serial Number(s)	Serial Number (Single Pedestal or Dual Pedestal Left Handle):	Serial Number (Dual Pedestal Right Handle):	
(A) Total Cost of Charging Station(s):	(B) Other Incentives and/or Tax Credits Expected or Received:	Rebate Request (A – B = Rebate Request):	

CUSTOMER SIGNATURE

I certify that I am authorized to sign the Public Access Electric Vehicle Charging Rebate Program Agreement (Agreement) on behalf of Customer listed above. I certify that the information on this Agreement is true and correct. I understand and agree to the attached Public Access Electric Vehicle Charging Station Rebate Program Terms and Conditions. I acknowledge that this Public Access Electric Vehicle Charging Station Rebate Program Agreement is a public document.

Customer Signature _____

Date _____

Print Name _____

Title _____

¹ <http://www.leginfo.ca.gov/cgi-bin/displaycode?section=hsc&group=50001-51000&file=50050-50106>

² <https://www.gpo.gov/fdsys/pkg/CFR-2000-title24-vol1/content-detail.html>

³ For more information about permits required by the City of Anaheim, please contact the Building Division at 714-765-5153 or www.anaheim.net/building

⁴ If space is insufficient, please attach additional documentation or use reverse side.



PUBLIC ACCESS ELECTRIC VEHICLE CHARGING STATION REBATE PROGRAM AGREEMENT TERMS AND CONDITIONS

1. CONDITION OF REBATE: The Public Access Electric Vehicle ("EV") Charging Station Rebate Program ("Program") offer to Customer is subject to available funding and the terms and conditions contained herein. Customer's acceptance of the rebate payment ("Rebate") from the City of Anaheim ("City") shall constitute the Customer's acceptance of these terms and conditions and consideration by both parties to form a binding agreement. No changes to the terms and conditions or the Program, shall be binding unless agreed to in writing.

Customer must receive a Rebate Reservation Request Number on a copy of the Public Access EV Charging Station Rebate Reservation Request form from the EV Program Manager to include on the signed Public Access EV Charging Station Rebate Program Agreement **prior to commencing installation** of the EV Charging Station.

2. PURPOSE: The purpose of the Program is to provide an incentive to non-domestic (commercial, industrial, etc.) electric customers located within the City, in the form of the Rebate, to install, operate, and maintain public access EV charging stations within the City and make such EV charging stations available to the general public, students, patrons, employees, or residents to charge EVs.

3. REBATE: The Rebate is for the reimbursement of actual expenses incurred for EV charging station equipment and installation costs, less any other rebates or tax credits received, or expected to be received, from third-parties or agencies for the same EV charging station. The Rebate shall be for actual expenses, as documented with receipts submitted with the Public Access Electric Vehicle Charging Station Rebate Program Agreement ("Agreement"), less other rebates and/or credits expected or received for the same EV charging station; provided however, such Rebate shall not exceed \$5,000 per EV charging station for commercial or multi-unit dwelling locations and up to an additional \$1,500 for City plan check fees or \$10,000 per EV charging station for: schools recognized by the Orange County Department of Education or the Western Association of Schools and Colleges; multi-unit dwelling locations serving income qualified customers as defined by the State of California Health and Safety Code Sections 50052.5 and 50053 and/or the U.S. Department of Housing and Urban Development, Title 24 of the Code of Federal Regulations; and publicly accessible direct current (DC) fast plug-in EV charging stations and up to an additional \$1,500 for City plan check fees. Customer is eligible to receive rebates for a maximum of ten (10) EV charging stations per customer per year. Common infrastructure costs per location may be allocated on a pro-rata basis for up to ten (10) EV charging stations. City building permit fees shall be paid by the Program in addition to the Rebate. Customer is solely responsible to pay any contractors or sub-contractors for the construction of the EV charging stations. If Customer does not comply with any term or condition under the Agreement for a period of five (5) years from the date of the EV charging station installation, then the Rebate, in the sole discretion of the City, is subject to a pro-rata refund by Customer based on the number of years the EV charging station was in service. Customer acknowledges that any approved Rebate may be credited towards any delinquent electric utility bill account for which the Customer is responsible, whether the account is open or closed.

4. PROGRAM SUBJECT TO AVAILABLE FUNDING: Program funds are limited and Rebates are not guaranteed; therefore, there is a Program application process that the Customer must timely comply with in order to reserve funds for a Customer Rebate. Rebates will be awarded utilizing an electronic lottery process if the total number of applications received during the open application window exceeds the Program funding. The Program may be modified without prior notice and may be terminated when Program goals are met or funds are exhausted, whichever comes first.

5. REBATE PROGRAM AGREEMENT: A fully executed Agreement and all required documents shall be submitted by the Customer to the City by the Rebate Expiration Date specified on the Rebate Reservation Request form. Only original signed Agreements will be accepted. Incomplete Agreements, including but not limited to, missing documentation or those that do not meet the Program criteria will not be considered for the Rebate. The City is not responsible for reservations, documents, and/or Agreements lost or destroyed in the mail or misdirected. Submitted reservation forms, Agreements, and accompanying documentation become the property of the City upon submission and are subject to the California Public Records Act. It is the Customer's responsibility to manage the installation contractor(s) and ensure that the EV charging station(s) are completed and properly installed in a timely manner and all documents are provided to the City for final processing of the Rebate.

6. CUSTOMER AND CHARGING STATION ELIGIBILITY: Only active City Customers taking electric service under a non-domestic (commercial, industrial, etc.) tariff with electric accounts that are in good standing are eligible to participate in the Program. Only EV charging stations that i) comply with the Program purpose, as referenced in Paragraph 2 above and ii) are installed after the Rebate Reservation Approval Date shall be eligible to receive a Rebate.

7. CHARGING EQUIPMENT: All EV charging station equipment must be a minimum of Level 2, include a manufacturer's warranty of at least one (1) year, and be UL listed (certified by UL LLC). EV charging units shall not qualify for a Program Rebate if they are resale units, leased, rebuilt, rented, received from warranty insurance claims, won as a prize, or contain new parts

installed in existing units. EV charging units must utilize the standard J1772 charging port, the standard J1772 combo charging port, the CHAdeMO charging port, or an approved equivalent as determined by the City to be eligible for the Program Rebate.

8. POWER RESPONSIBILITY: Customer shall purchase all power required to operate the EV charging station from the City under published non-domestic tariffs.

9. ENERGY USAGE DATA: As a condition of the Rebate, Customer shall provide a utility grade electric meter socket for the City to meter the energy usage of the EV charging station. Such meter socket shall conform to City specifications, shall be a sub-meter to the main premises electric meter, and installed at a City approved location. Customer shall be responsible to ensure that the sub-meter shall only capture the EV charging consumption data pursuant to the Program Rebate, and that no other electrical devices or uses requiring electricity will be measured by the sub-meter. Customer acknowledges that the City shall, in its sole discretion, have the right to utilize the energy usage data of the EV charging station for any and all purposes, including but not limited to obtaining and owning California Low Carbon Fuel Standard ("LCFS") credits, improving services, conducting studies, and improving City operations. Customer hereby acknowledges and authorizes the City to use and provide such data to third parties for research and grant purposes and/or as required by law. Customer agrees to provide the City with access to non-personally identifiable information in connection with end-user transactions including, but not limited to, the duration of each EV charge, rate, cost, and load. Customer further agrees to cooperate with the City and take all necessary actions to cause Customer's EV charging network provider(s), operator(s), and/or other third parties, as applicable, to allow access to or provide to the City the aforementioned non-personally identifiable information in connection with end-user transactions, including the execution of data release agreement(s) as may be required by such network provider(s), operator(s), and/or third parties, as applicable. The City may collect or receive this data directly from Customer or Customer's EV charging network provider(s), operator(s), and/or third parties, as applicable.

10. CUSTOMER RESPONSIBLE FOR CONTRACTOR: It shall be the Customer's sole responsibility to hire a contractor that is licensed and in good standing with the State of California. Customer is also responsible for ensuring that contractor performance and all requirements hereunder are satisfied. The City does not endorse or preapprove any vendor or contractor, therefore, any such representations are false.

11. INSPECTION: In addition to any inspections required pursuant to any City building permits, the Anaheim Public Utilities has the right to conduct an on-site inspection to verify that all conditions of the Program are satisfied prior to awarding a Rebate. Customer agrees to provide City representatives reasonable access to the installation location/site during normal business hours. Customer understands that the Rebate will not be awarded if access is not granted.

12. RULES AND LAWS GOVERNING AGREEMENT AND INTERPRETATION: This Agreement shall be administered and interpreted under the laws of the State of California and subject to the City's *Electric Rates, Rules and Regulations*. Any term not defined herein shall have the meaning set forth in the *Electric Rates, Rules and Regulations*. Implementation and management of the Program are in the sole discretion of the City.

13. PAYMENT: The Rebate will be awarded only upon receipt of all items listed on the Agreement and satisfactory inspection of the installation by the City.

14. HOLD HARMLESS AND INDEMNIFICATION: Upon acceptance of the Rebate, Customer hereby agrees to indemnify, defend, and hold harmless the City (including its elected and appointed officials, officers, and employees) for and from any and all claims or actions of any kind presented against the City arising out of Customer's (including Customer's employees, representatives, agents, contractors, and sub-contractors) performance under this Agreement, excepting only such claims, costs, or liability which may arise out of the sole negligence of the City. Further, the City makes no warranty and is not responsible for any representations, whether expressed or implied, including, but not limited to, the warranty of merchantability, fitness, performance, and longevity for any particular purpose, use, or application of the item(s) or measure(s), manufacturers, dealers, contractors, or any other third parties, materials, workmanship, the quality, safety and/or installation of the item(s) or measure(s), effects on pollutants or any other matter with respect to the Program. Moreover, the City shall not be responsible for workmanship including, but not limited to, quality of EV equipment installation or the installer's failure to comply with applicable laws and/or safety standards.

15. PERMITS: Customer shall obtain and comply with all permits required by the City, County of Orange, State of California, property owner, and/or homeowner association requirements regarding local conditions, restrictions, codes, rules, and regulations for, among other things, the installation of the EV charging equipment, parking space striping, and signage. Customer shall obtain such permits prior to installing the EV charging station equipment. The City building permit final and signed date must be on or before the Rebate Expiration Date.

16. MAINTENANCE: Customer agrees to maintain including, but not limited to, repair and maintenance of the EV charging station equipment to ensure it is in proper working condition. Maintenance includes cleaning EV charging station connectors, testing the

charging voltage level, testing communication system functionality, and related minor work, as reasonably determined by City, to preserve the unimpaired function of the EV charging station. Customer is responsible, at his/her/its sole cost and expense, for all actions related to the repair and replacement the EV charging station, including making arrangements for manufacturer warranty service. Customer agrees that the facilities in which the EV charging station is located will be clean and in good repair.

17. ENVIRONMENTAL BENEFITS: In consideration of Customer's receipt of the Rebate, Customer hereby assigns, transfers, and conveys to the City, without limitation, any and all environmental benefits associated with or attributable to the EV charging station, energy usage, and/or energy usage data, including, but not limited to, the associated California Low Carbon Fuel Standard Credits or successor credits. Customer shall ensure that Customer's EV charging network provider(s), operator(s), and/or other third parties, as applicable, shall not claim or attempt to claim LCFS credits and/or any other environmental attributes associated with the electricity consumed as part of the Program EV charging station(s).

18. PARKING SPACE: Customer shall make at least one (1) parking space available per rebated EV charging station. Customer shall install signage giving priority, but not exclusive, parking to EV charging station users; provided however, such EV charging station spaces may be used by non-EV users if all other parking spaces are occupied.

19. RIGHT TO INTERRUPT SERVICE: As a condition of the Rebate, Customer agrees to grant the City the right to remotely or manually interrupt electric service to the EV charging station in the event of a generation capacity shortage or a transmission or distribution system emergency.

20. PUBLICATION: Customer authorizes the City to publish information about the Customer's publicly available EV charging station in any and all publications including, but not limited to, websites and applications.

21. SEVERABILITY: If a court of competent jurisdiction determines this Agreement or any provision of this Agreement is invalid, illegal, or unenforceable, the remainder of this Agreement that is not affected shall be valid, legal, and enforceable to the fullest extent permitted by law.