

Electric Vehicle Fleet Charger and Infrastructure Rebate Pilot Program Agreement

The City of Anaheim (City) is offering rebates through the EV Fleet Charger and Infrastructure Rebate Pilot Program (“Program”) to promote fleet electrification. This Program is open to (a) commercial customers (“Business” or “Businesses”); and (b) K-12 Schools customers recognized by the Orange County Department of Education and Western Association of Schools and Colleges (“School” or “Schools”). Subject to funding availability, the City will pay rebates to Businesses and Schools which meet the Program requirements, including but not limited to, a minimum of five (5) and maximum of ten (10) networked Level 2 or greater EV chargers (“EV Charger” or “EV Chargers”) per assessor parcel number (“Site” or “Parcel”), either leased or owned by the Business or School, for use of their electric vehicle fleets. Funding for this Program is limited annually and rebates are limited to a maximum of ten (10) EV Chargers per year. Business fleet customers receive: (1) \$5,000 per EV Charger; (2) up to an additional \$45,000 per Site for associated EV Charger infrastructure upgrades; and (3) up to \$5,000 for associated sub-meter installation costs. School customers receive: (1) \$10,000 per EV Charger; (2) up to \$95,000 per Site for associated EV Charger infrastructure upgrades; and (3) up to \$5,000 for associated sub-meter installation costs. In addition to the rebate, the City will pay, on a per Reservation basis, the applicable City permit fees and rebate (1) City plan check fees of up to \$1,500 and (2) electric service connection fees of up to \$2,000.

REBATE DOCUMENTATION SUPPORT:

- Fill out one Agreement for all charging station locations and attach the following required documents:
 - Rebate Reservation Number: _____
 - All charging station equipment and installation receipts and/or 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 Utility bill identifying the same service address as the new sub-meter location
 - Documentation or proof of fleet vehicles for Networked EV charging stations

- Check this box if you are requesting an additional rebate of up to \$5,000 for associated sub-meter installation costs.

- Submit the documents to: EVRebates@anaheim.net
Or mail to:
Anaheim Public Utilities
EV Fleet Charger and Infrastructure Rebate Pilot 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

Charging Station Make and Model:	Charging Station Address #1 (if different from above):		
Charging Station Purpose	Description of EV Fleet: <input type="checkbox"/> a. Shipping and Freight <input type="checkbox"/> b. Utility Vehicles <input type="checkbox"/> c. Transportation <input type="checkbox"/> d. School <input type="checkbox"/> e. Other _____		
	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):	
Total Cost of Charging Station(s) (A):	Other Incentives, Rebates and/or Tax Credits Expected or Received (B):	Rebate Request (A – B = Rebate Request):	



CHARGING STATION INFORMATION (Continued)

Charging Station Make and Model:	Charging Station Address #2:		
Charging Station Purpose	Description of EV Fleet: <input type="checkbox"/> a. Shipping and Freight <input type="checkbox"/> b. Utility Vehicles <input type="checkbox"/> c. Transportation <input type="checkbox"/> d. School <input type="checkbox"/> e. Other _____		
	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):	
Total Cost of Charging Station(s) (A):	Other Incentives, Rebates and/or Tax Credits Expected or Received (B):	Rebate Request (A – B = Rebate Request):	

Charging Station Make and Model:	Charging Station Address #3:		
Charging Station Purpose	Description of EV Fleet: <input type="checkbox"/> a. Shipping and Freight <input type="checkbox"/> b. Utility Vehicles <input type="checkbox"/> c. Transportation <input type="checkbox"/> d. School <input type="checkbox"/> e. Other _____		
	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):	
Total Cost of Charging Station(s) (A):	Other Incentives, Rebates and/or Tax Credits Expected or Received (B):	Rebate Request (A – B = Rebate Request):	

Charging Station Make and Model:	Charging Station Address #4:		
Charging Station Purpose	Description of EV Fleet: <input type="checkbox"/> a. Shipping and Freight <input type="checkbox"/> b. Utility Vehicles <input type="checkbox"/> c. Transportation <input type="checkbox"/> d. School <input type="checkbox"/> e. Other _____		
	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):	
Total Cost of Charging Station(s) (A):	Other Incentives, Rebates and/or Tax Credits Expected or Received (B):	Rebate Request (A – B = Rebate Request):	

Charging Station Make and Model:	Charging Station Address #5:		
Charging Station Purpose	Description of EV Fleet: <input type="checkbox"/> a. Shipping and Freight <input type="checkbox"/> b. Utility Vehicles <input type="checkbox"/> c. Transportation <input type="checkbox"/> d. School <input type="checkbox"/> e. Other _____		
	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):	
Total Cost of Charging Station(s) (A):	Other Incentives, Rebates and/or Tax Credits Expected or Received (B):	Rebate Request (A – B = Rebate Request):	

CUSTOMER SIGNATURE

I certify that I am authorized to sign the Electric Vehicle Fleet Charging Station Rebate Pilot Program Agreement (Agreement) on behalf of Customer listed above. I certify that the information within this Agreement is true and correct, and agree to comply with and be bound by the terms and conditions of the Agreement and the attached terms and conditions. I acknowledge that this Electric Vehicle Fleet Charger and Infrastructure Rebate Pilot Program Agreement is a public document. No changes to the terms and conditions of this Agreement shall be binding unless agreed to in writing by both parties.

Customer Signature _____

Date _____

Print Name _____

Title _____

¹ 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

² If space is insufficient, please attach additional documentation or use reverse side.

ELECTRIC VEHICLE FLEET CHARGER AND INFRASTRUCTURE REBATE PILOT PROGRAM AGREEMENT TERMS AND CONDITIONS

- 1. PURPOSE:** The City of Anaheim (City) is offering rebates ("Rebate" or Rebates") through its EV Fleet Charger and Infrastructure Rebate Pilot Program ("Program") to promote fleet electrification through the installation of networked Level 2 or greater EV chargers ("EV Charger" or "EV Chargers"). This Program is open to (a) commercial electric customers within the City of Anaheim ("Business" or "Businesses"); and (b) K-12 Schools customers recognized by the Orange County Department of Education and Western Association of Schools and Colleges within the City of Anaheim ("School" or "Schools"). The customer who receives the benefit of the Rebate under this Electric Fleet Charging Station Rebate Program Agreement ("Agreement") shall be known herein as "Customer".
- 2. ELIGIBILITY REQUIREMENTS:** In order to be eligible for a Rebate, Customer must meet all Program eligibility requirements, including those contained in the Agreement and these terms and conditions which are hereby incorporated into the Agreement. In addition other requirements contained herein Customer shall meet all of the following requirements:

 - A. Customer must be an active customer of the Anaheim Public Utilities Department (APU) taking electric service under a non-domestic (commercial, industrial, etc.) tariff with electric accounts that are in good standing. Customer is either a Business or School customer,
 - B. Prior to commencing installation of any EV Charger for which a Rebate will be sought, the Customer shall submit an "EV Fleet Charger and Infrastructure Rebate Pilot Program Reservation Form" ("Reservation"). At a minimum to qualify for the Rebate, Customer shall install five (5) EV Chargers and associated infrastructure per assessor parcel number ("Site" or "Parcel"), either leased or owned by the Business or School, for use of their electric vehicle fleets. The City will offer Rebates up to a maximum of ten (10) EV Chargers and associated infrastructure per Site. If the Anaheim Public APU Program Manager approves the Reservation Form, the APU Program Manager will provide the Customer a Rebate Reservation Request Number to be inserted in the Reservation. The Reservation will expire six (6) months after the Reservation approval date ("Reservation Expiration Date"). The APU Program Manager may extend the Reservation Expiration Date for up to an additional three (3) months.
 - C. Customer shall install all the EV Chargers set forth in the Reservation and associated infrastructure no later than the Reservation Expiration Date. The EV Chargers and associated infrastructure must meet all terms and conditions of this Agreement and the Program. Each EV Charger must have a dedicated meter.
 - D. Prior to the Reservation Expiration Date, the Customer shall execute this Agreement and submit it to the APU Program Manager. In addition to other requirements, the Customer must show (a) proof of ownership or lease of the EV Chargers; (b) proof of EV fleet acquisition which shall be no less than five (5) electric vehicles; (c) proof of EV Charger installation; and (d) all supporting invoices and documentation.
 - E. APU verifies that the EV Chargers and associated infrastructure meets the Program requirements. This results of this verification shall be confirmed in writing to the Customer.
- 3. REBATE:** The Rebate shall only reimburse actual costs expenses incurred for the EV Charger equipment, infrastructure, 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 Charger, which shall be documented with receipts and invoices submitted with the Agreement ; provided however, such Rebate shall not exceed (1) for Business customers, (a) \$5,000 per EV Charger; (b) up to an additional \$45,000 per Site I for associated EV Charger infrastructure upgrades; and (c) up to \$5,000 for associated sub-meter installation costs. and (2) for School customers, (a) \$10,000 per EV Charger; (b) up to \$95,000 per Site for associated EV Charger infrastructure upgrades; and(c) up to \$5,000 for associated sub-meter installation costs. . To be eligible for a Rebate, Customer must install a minimum of five (5) EV Chargers on a Site, per year, and up to a maximum of ten (10) EV Chargers, on a Site. Common infrastructure costs per location may be allocated on a pro-rata basis for up to ten (10) EV Chargers. In addition to the rebate, the City will pay the applicable City permit fees on behalf of Customer, and the Rebate will include up to \$1,500 for City plan check fees and up to \$2,000 for electric service connection fees per approved Reservation. If Customer does not comply with any term or condition under the Agreement for a period of five (5) years from the date of its execution by Customer, 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 Chargers were 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 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 Chargers are completed and properly installed in a timely manner and all documents are provided to the City for final processing of the Rebate.
- 6. CHARGING STATION ELIGIBILITY:** Only EV Chargers that (a) meet the eligibility requirements set forth in this Agreement and Program and b) are installed after the Rebate Reservation Approval Date shall be eligible to receive a Rebate.
- 7. CHARGING EQUIPMENT:** All EV Charger 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). Networked EV charging units shall not qualify for a 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 Chargers 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 Rebate.
- 8. POWER RESPONSIBILITY:** Customer shall purchase all power required to operate the Ne EV Chargers from the City under published non-domestic tariffs, and Customer shall abide by all applicable local, state, and federal laws, including, the *Electric Rate, Rules and Regulations*.

9. ENERGY USAGE DATA:

- A. Sub-meter Rebate Customers. If Customer elects to receive a Rebate for sub-meter installation costs,, Customer shall provide a utility grade electric meter socket for the City to meter the energy usage of the EV Charger. 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 Chargers consumption data, and that no other electrical devises 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 Chargers 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 EV Charger 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 the EV Charger network provider(s), operator(s), and/or third parties, as applicable.
- B. Non- Sub-meter Rebate Customers. If Customer elects not to receive a Rebate for sub-meter installation costs, Customer shall have the option to retain their LCFS credits; however, Customer will be unable to participate in any Electric Vehicle Time-of-Use rates, including, Developmental Schedule D-EV-2 (Developmental Non-Domestic Electric Vehicles) or any subsequent rate).

10. CUSTOMER RESPONSIBLE FOR CONTRACTOR: It shall be the Customer's sole responsibility to hire a contractor for the installation of the EV Chargers 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. Customer is solely responsible to pay any contractors, or sub-contractors, for the construction and installation of the EV Charger under this Program.

11. INSPECTION: In addition to any inspections required pursuant to any City building permits, APU 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: 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) participation in the Program and the performance of any act or omission in connection therewith, , 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 EV Charger. Moreover, the City shall not be responsible for workmanship including, but not limited to, quality of EV Charger 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 Charger, parking space striping, and signage. Customer shall obtain such permits prior to installing the EV Charger. The City building permit final and signed date must be on or before the Rebate Expiration Date.

16. MAINTENANCE: Customer agrees to maintain the EV Charger in working condition. In addition, Customer shall (a) clean the EV Charger and any connectors; (b) test the EV Charger charging voltage level and communication system functionality, and (c) other related minor work, as reasonably determined by City, to preserve the unimpaired function of the EV Charger . Customer is responsible, at their sole cost and expense, for all actions related to the repair and replacement the EV Charger, including making arrangements for manufacturer warranty service. Customer agrees that t EV Charger location and surrounding facilities will be clean and in good repair.

17. ENVIRONMENTAL BENEFITS: In consideration of Customer's receipt of the Rebate for sub-meter installation costs , Customer hereby assigns, transfers, and conveys to the City, without limitation, any and all environmental benefits associated with or attributable to the EV Charger, energy usage, and/or energy usage data, including, but not limited to, the associated LCFS credits or successor credits. Customer shall ensure that the EV Charger 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 EV Charger and any energy consumed by it.

18. PARKING SPACE: Customer shall make at least one (1) parking space available for each EV Charger receiving a Rebate.

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 Charger in the event of a generation capacity shortage or a transmission or distribution system emergency.

20. 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.