Multifamily EV Charger Rebate Agreement

Definitions

EV: Plug-in hybrid or battery electric vehicle

EVSE: Electric vehicle supply equipment used for charging Electric Vehicles

EV Service Connection: Traditional utility infrastructure to deliver power from the utility distribution system to the meter, which may include cable, conductors, conduit, transformer, and the meter

EV Supply Infrastructure: Infrastructure necessary to deliver power from the meter to the EVSE, which may include an electric panel, cable, and conduit

Multifamily Home: Real property utilized exclusively for residential purposes and comprised of two or more residential housing units.

Legacy Network Provider: Provides charging station hardware, software, and support services under a separate purchase order agreement with Site Host to enable the operation of an EVSE

Site Host: The entity participating in the Multifamily EV Charger Rebate program that owns, operates, and maintains the EVSE(s) and also the customer of record for DTE Electric that will be responsible for paying the corresponding electric bill

Site: The real property controlled, owned or occupied by the Site Host where the EVSE(s) will be installed

Utility make-ready (UMR): Upgrades on the utility side of the meter from the line transformer to the meter. (IE: Adding a new service line to support EV chargers in a parking lot)

Customer Make-Ready (CMR): Upgrades on the customer side of the meter from after the meter to the EV charger stub out (IE: Installing conduit and cable from the panel to the charger stub out)

Site Host Eligibility Requirements

To be eligible for the Multifamily EV Charger rebate, the Site Host must meet the following requirements:

1. Be a non-residential customer of DTE Electric that is current on payments and in good standing;
2. Have the right to install, own, operate, and maintain EVSE(s) on the Site, which must reside within DTE Electric territory, in accordance with the Terms & Conditions below; and
3. Site Host agrees to install, fund, own, operate and maintain new EVSE(s) for a period of at least 5 years. Site Host agrees to install a separate meter dedicated to powering the EVSE(s) while committing to a 97% uptime for each installed charger.

To be eligible for the Low-Income Multifamily EV Charger rebate, the Site Host must meet the following requirements including the above requirements for the Multifamily EV Charger rebate:

1. Must meet one of the following:
    a. Are owned and managed by a public entity such as the Housing Commission
    b. Receives government subsidization that requires at least 40% of the units to be for residents whose household incomes do not exceed 60% of the area median income (such as the LI Housing Tax Credit)
    c. Have at least 40% of their residents participating in the Housing Voucher Program

Terms & Conditions

By submitting an application for the Multifamily EV Charger rebate, the Site Host agrees to the following Terms & Conditions:

1. Site Host understands the Site Host Eligibility Requirements, agrees to provide all required documents[1] in the application process, and represents and warrants that the information submitted is true, complete, and accurate;
2. Site Host represents and warrants that it has the right to install, own, operate, and maintain charging equipment on the Site. Without limiting the foregoing sentence, if the Site Host does not own the Site in fee, they shall obtain any required approvals from property owners, landlords, and/or corporate offices to install EVSE(s) on the Site and provide written evidence of such approvals to DTE Electric upon DTE Electric's request;
3. The Site Host agrees to install a minimum of two Level 2 ports per Site that are UL Listed and ENERGY STAR® Certified;
4. Level 2 EVSE(s) must operate at minimum 9.6kW/40A output, an exception may be made on a case by case basis. However, anything under 9.6kw/40A output will be penalized by reducing the rebate by 50% and is still at the discretion of DTE.
5. Level 2 rebates will be limited to a maximum of 16 rebates per Site, however subject to DTE Electric's discretion based on the total number of residential units per Site;
6. Site hosts must demonstrate tenant interest in installing EV chargers through tenant surveys, signed letters of interest, pre-commitments, past requests for EV charging, or data on the number of tenants with EVs;
7. If applicable, Site Host authorizes the Legacy Network Provider to share the charging station utilization data with DTE Electric, which will not include any personally identifiable information;
8. Any information provided in the application or collected by DTE Electric regarding the Site Host's participation in the Multifamily EV Charger Rebate Program may be used internally by DTE Electric and may be made available on an aggregated, non-personally identifiable basis to the Michigan Public Service Commission and other third parties as deemed appropriate by DTE Electric and consistent with its data privacy rules;
9. Site Host authorizes DTE Electric to use information, including but not limited to name, address, and number of installed ports, related to the Site's EV charging installation and participation in the Multifamily EV Charger Rebate Program to promote and educate current and prospective residents regarding EV charging availability and benefits, in any media, on a rolling basis, and in perpetuity; Site Host may specifically revoke this portion of the rebate agreement by contacting evinfo@dteenergy.com;
10. Site Host agrees to establish any necessary electric service orders with DTE Electric for the scheduling and installation of distribution system upgrades for the EV Service Connection;
11. Site Host will identify and contract with a licensed electrician to perform any EV Supply Infrastructure upgrades required;
12. Any decisions regarding the selection, design, purchase/lease, use, and operation of any program-eligible EVSE and the electric contractor performing the work shall be at the sole discretion and are the sole responsibility of the Site Host; Site Host understands and agrees that DTE Electric has no obligation to repair or replace Site Host's EVSE(s) for any reason;
13. Site Host and/or its licensed electrician will obtain all necessary approvals, permits, and licenses for the installation and operation of the EVSE(s) and for any EV Supply Infrastructure upgrades;
14. Third-Party applicants will provide the contract agreement with the property owner upon request;
15. Site Host agrees to install EVSE(s) in compliance with all federal, state, and local laws and codes, and to follow all applicable electric codes and standards
16. EVSE(s) will be visible and accessible for use by its primary residents and visitors except for safety and/or maintenance purposes;

[1] Required documentation includes a completed Electrical Load form, New Service Request Application, and Foreign Corrupt Practices Act questionnaire, along with a Site Plan, Riser Diagram, Property Deed or other definitive evidence of ownership or the right to control the property on which the EVSE(s) will be installed for at least 5 years, W9, and photos of the chargers once they are in-service

17. EVSE(s) must be maintained and in good working order with a minimum uptime of 97%[2] at the Site Host's expense for at least 5 years after the installation date; Failure of Site Host to maintain 97% uptime in any calendar year disqualifies Site Host and other affiliated persons from future Multifamily EV Charger Rebates;
18. For a period of 5 years after the installation date, Site Host will provide DTE Electric with access, and allow DTE Electric to inspect the EVSE(s). Site Host will rectify any issues that DTE Electric identifies during that period;
19. Site Host will notify DTE Electric of any vandalism or user-caused damage to the EVSE(s);
20. Site Host will pay the electricity costs for the EVSE(s) under its selected rate;
21. Site Host will charge a transparent price (if applicable) easily identifiable to EV drivers for EV charging services, taking on-site needs and fuel cost savings into consideration of its pricing strategy;
22. Site Host must install a second DTE Electric meter dedicated to the EVSE(s)
23. Site Host agrees to participate in DTE Electric surveys related to its experience with the rebate, charging stations, EV drivers, etc.;
24. Upon receipt of all documentation and validation of compliance, DTE Electric will provide a rebate to the Site Host at an amount of $5,000[3] per Level 2 port
25. For Low-Income Multifamily rebate applicants, rebate amounts will be determined based on the contractor's detailed, itemized installation invoice, including line-item customer make-ready costs, and are subject to application reviewer approval and discretion.
26. DTE Electric will not cover anything outside the scope of the EVSE installation[4]. Any projected costs must be submitted for review using the DTE Multifamily Quote-Invoice Template;
27. The rebate amount and availability is subject to change at any time. DTE Electric reserves the right to recoup the rebate amount on a prorated basis if any of the Terms & Conditions are not met;
28. Site Host applications will time out after three months of inactivity. If an application times out a new application must be completed;
29. Site Host is responsible for paying all tax liability imposed as a result of receiving the rebate;
30. If the Site Host decides to remove the EVSE(s), the Site Host understands and agrees to properly remove and dispose of or recycle or de-energize the EVSE(s) in accordance with all applicable laws and regulations at the Site Host's sole expense;
31. DTE Electric makes no representations or warranties regarding whether the Site Host will or will not qualify to receive the rebate; and
32. Site Host agrees to acknowledge DTE Electric funding in press release and/or ribbon cutting events regarding the Rebate.

No Joint Venture

DTE Electric and Site Host are not partners, agents or joint venturers with each other, and this Agreement is not intended to nor shall it be construed to create a partnership, joint venture, or agency relationship between DTE Electric and Site Host. Site Host shall complete the Work according to Site Host's own procedures, techniques, sequences, means and methods of work, which shall be in the exclusive charge and control of Site Host, and which shall not be subject to the control and supervision of DTE Electric.

Release & Indemnification

Site Host agrees to release, indemnify, and hold harmless DTE Electric, its affiliates, and its and their respective officers, directors, shareholders, employees, and contractors from and against any and all causes of action, damages, losses, claims, expenses, demands, costs (including attorneys' fees and expenses and all court, arbitration or other dispute resolution costs), or any of them, resulting from,

[2] 97% uptime requirement for Site Hosts participating in the Multifamily EV Charger Rebate Program was set by the Michigan Public Service Commission (MPSC) Order in Case No. U-21534.

[3] Electric Choice customers' rebates shall be reduced to 35% of the established rebate amounts.

[4] Low-Income Rebates may be applied toward eligible Utility Make-Ready (UMR), Customer Make-Ready (CMR), EVSE equipment, one-time network/software charges for contracts up to 5 years, and applicable one-time warranty costs not to exceed 5 years of coverage, subject to DTE Electric's prior written approval.

arising out of, or in any way connected with the Multifamily EV Charger Rebate Program, the work performed in connection with the EVSE(s), the operation and use of the charging stations, Site Host's receipt of the rebate, failure to receive the rebate, or any taxes associated therewith.

Signature

By signing and uploading the Multifamily EV Charger Agreement to the PowerClerk website, the Site Host is agreeing to all of the above Terms & Conditions.

Name: _____

Title: _____

Company: _____

Signature: _____ Date: _____