



# Charging Forward

## Charging Infrastructure Enablement Agreement

### Definitions

EV: Plug-in hybrid or battery electric vehicle

EVSE: **Electric vehicle supply equipment used for charging EVs (i.e., "charging station")**, including both Level 2 chargers and Direct Current Fast Chargers (DCFCs)

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

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 fueling service

Site Host: The entity participating in the Charging Forward program that owns, operates, and maintains the EVSEs and also the customer of record for DTE Electric that will be responsible for paying the corresponding electric bill

Site: The property owned or occupied by the Site Host where the EVSE will be installed

### Site Host Eligibility Requirements

To be eligible for the Charging Infrastructure Enablement 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 on the Site, which must reside within DTE Electric territory, in accordance with the Terms & Conditions below; and
3. Agree to install, fund, own, operate, maintain, and network (via internet or cellular connection) new, qualified EVSE with a corresponding qualified Network Provider after application approval and maintain the respective EVSE in good working order at the Site Host's **expense for at least 5 years** after the installation date.

### Terms & Conditions

By submitting an application for the Charging Infrastructure Enablement 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<sup>1</sup> 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 on the Site and **provide written evidence of such approvals to DTE Electric upon DTE Electric's** request;
3. If installing Level 2 EVSE, the Site Host agrees to install a minimum of 2 Level 2 ports per Site;
4. Level 2 rebates will be capped at a maximum of 20 rebates per Site and 100 rebates per company;
5. If installing DCFC EVSE, the Site Host agrees to install a minimum of 2 DCFCs per Site;
6. Site Host agrees to incorporate DTE branding provided by DTE Electric for all of its EVSE, and they will notify DTE Electric in advance whether the branding should be in digital or sticker form. The Site Host **will not use DTE's name or** branding otherwise without express written authorization from DTE Electric;
7. Site Host authorizes the 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 Charging Forward program** may be used internally by DTE 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 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;
10. If approved, DTE Electric will fund, install, and maintain the EV Service Connection at the Site at no cost to the Site Host, including the primary conductors, transformer, CTS, meter, and any system work outside of the Site;
  - a. Customer is responsible for primary conduit, secondary conduit and cable, CT enclosure, meter enclosure and the transformer pad;
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;
13. Site Host and/or its licensed electrician will obtain all necessary approvals, permits, and licenses for the installation and operation of the EVSE and for any EV Supply Infrastructure upgrades;
14. Site Host agrees to install EVSE in compliance with all federal, state, and local laws and codes, and to follow all applicable electric codes and standards;
15. EVSE will be visible and accessible for use by its primary users (e.g., employees, residents, public, etc.) except for safety and/or maintenance purposes;
16. DCFCs must be publicly accessible at all times;
17. EVSE must be maintained and in good working order at the Site Host's **expense for** at least 5 years after the installation date;

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<sup>1</sup> 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, W9, and photos of the chargers once they are in-service

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. Site Host will rectify any issues that DTE identifies during that period;
19. Site Host will notify DTE Electric of any vandalism or user-caused damage to the EVSE;
20. Site Host will pay the electricity costs for the EVSE under its selected rate;
21. Site Host will charge a transparent price to EV drivers for EV charging services, taking on-site needs and fuel cost savings into consideration of its pricing strategy;
22. Site Host agrees to participate in DTE Electric surveys related to its experience with the rebate, charging stations, EV drivers, etc.;
23. Upon receipt of all documentation and validation of compliance, DTE Electric will provide a rebate to the Site Host at an amount of \$2,500 per Level 2 port, \$20,000 per DCFC less than 125 kilowatts (kW), and \$50,000 per DCFC greater than or equal to 125 kW in the form of a check;
24. 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;
25. Site Host is responsible for paying all tax liability imposed as a result of receiving the rebate;
26. If the Site Host decides to remove the EVSE, the Site Host understands and agrees to properly remove and dispose of or recycle or de-energize the EVSE in accordance with all applicable laws and regulations at the Site Host's **sole expense**; and
27. DTE Electric makes no representations or warranties regarding whether the Site Host will or will not qualify to receive the rebate.

#### Release & Indemnification

Site Host agrees to release, indemnify and hold harmless DTE, 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, arising out of, or in any way connected with the Charging Infrastructure Enablement rebate, the work performed in connection with the EVSE, the operation and use of the EVSE, Site Host's **receipt of the rebate**, failure to receive the rebate, or any taxes associated therewith.

#### Signature

By signing and uploading the Charging Infrastructure Enablement Agreement to the PowerClerk website, the Site Host is agreeing to all of the above Terms & Conditions.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_