

# **Silicon Valley Clean Energy Priority Zone DC Fast Charging Incentive Program Terms and Conditions**

This document outlines the terms and conditions of the Priority Zone DC Fast Charging Incentive Program ("Program") offered by Silicon Valley Clean Energy ("SVCE"). Please keep a copy of this document for your reference. Currently, this Program is approving incentives for DC Fast Charging stations installed in Priority Zones.

## **Applicant Certifications**

1. I certify that the location where the equipment will be installed is associated with an active SVCE account and the account is in good standing.
2. I certify that the information that I have supplied to SVCE is true, accurate and complete and that I will inform SVCE if any information changes.
3. I certify that I am authorized to sign documents on behalf of the Applicant entity.
4. I certify that I obtained necessary permission to install and operate the equipment and participate in the Program from all necessary parties, including, but not limited to, any property owner, property manager, jurisdiction, electric utility and equipment licensor.

## **Applicant Agreements**

5. I agree to continue to receive SVCE's generation service at the location where equipment is to be installed for a minimum of five (5) years from the date of installation.
6. I agree to comply with PG&E service or panel upgrade requirements if applicable.
7. I agree to comply with all permitting and inspection rules and regulations for the installation set by the local authority having jurisdiction.
8. I agree that on or before signing the Incentive Agreement, I shall furnish SVCE with certificates showing the type, amount, class of operations covered, effective dates, and dates of expiration of insurance coverage. I shall maintain such coverage in full force at all times for the duration of this Agreement, at my sole cost and expense. Nothing herein shall be construed as a limitation on my indemnification obligations under this Agreement. I shall maintain the following minimum insurance coverages:
  - Workers' compensation, if not an individual, as required by the State of California;
  - Commercial general liability coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage. ISO occurrence Form CG 0001 or equivalent is required;
  - Comprehensive automotive liability coverage with minimum limits of \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.Such coverages shall be issued by an insurer(s) licensed to conduct business in the State of California, with a minimum A.M. Best's Insurance Rating of A:VII unless otherwise approved in writing as satisfactory to SVCE. The insurance limits required by SVCE are not represented as being sufficient to protect me. I am advised to confer with its insurance broker to determine adequate coverage for me.
9. I agree to install at least two DC Fast Charging stations/towers at the project or installation site. Up to four towers per site will be incentivized. More towers can

- be installed at one site but they will not be eligible for SVCE incentives.
10. I agree to submit evidence of permit submittal and, if new utility service is required, utility service design documents at the 60-days from application approval date.
  11. I agree to submit a copy of Form W-9 and any other tax or payment documentation necessary to process the disbursement of the Incentive Funds; evidence of some completed project work; and proof of receipt of any other payments or grants ("Additional Funding") for the scope of work, or, if I did not receive any Additional Funding, certification that there is no Additional Funding; and other required documentation at the 240-days from application approval date. The first milestone payment of up to 60% will be disbursed after receipt of documentation.
  12. I agree to submit proof of costs; newly installed equipment photos; and proof of receipt of any other payments or grants ("Additional Funding") for the scope of work, or, if I did not receive any Additional Funding, certification that there is no Additional Funding; and other required documentation at project completion when all chargers have been installed and are operational. The final milestone payment will be disbursed after receipt of all required documentation.
  13. I agree to participate in Program online surveys, upon email request, and to respond to the communications regarding the Program.
  14. After installation of equipment, I agree to keep the equipment installed and operational for a minimum of five (5) years.
  15. I agree to have an operations and maintenance contract or plan to ensure equipment is up and running as much as possible.
  16. I agree, at mutually agreeable times, to provide SVCE and its authorized representatives access to my property for verification of equipment operation or other follow-up activities for a one (1) year.
  17. I agree to place an SVCE logo sticker on each charger.
  18. I agree to provide testimonials or interviews, provide visual materials (photos, videos, etc.), allow photos of equipment to be taken, and contribute to other marketing and promotional activities related to the Program.
  19. I agree to offer pricing to charger users that is reasonable and at-cost-parity with SVCE electric vehicle rates.
  20. I agree to educate multifamily housing residents near the Priority Zones about the chargers once they are operational.
  21. I agree that except as expressly set forth to the contrary herein, I assume all risks, known and unknown, associated with and arising out of the equipment, and the installer's, SVCE's and its authorized representatives' performance of obligations under this Agreement.
  22. I expressly waive all claims and release SVCE and its authorized representatives therefrom that I may have or in the future may obtain against SVCE and its authorized representatives and agree further to hold SVCE and its authorized representatives harmless and to indemnify same against any and all claims brought against them arising from or in any way related to their performance under this Agreement, excepting only such claims as may arise from their sole negligence or willful misconduct. I expressly waive the provisions of California Civil Code section 1542, which provides:  
"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."
  23. I agree to provide SVCE with charger usage data upon request, from Program inception until request date.
  24. I agree to keep informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by me or in any way affect

the performance of my service pursuant to this Agreement. I shall at all times observe and comply with all such ordinances, laws and regulations. SVCE, and its officers and employees, shall not be liable at law or in equity occasioned by failure of me to comply with this Agreement.

### **Applicant Understandings**

25. I understand that my application will be evaluated against other participant applications and my project may or may not be selected for funding and if selected I will receive an email notifying me of my incentive reservation.
26. I understand that I must sign an Incentive Agreement (see Sample Incentive Agreement below) if selected.
27. I understand that I may only receive up to \$50,000 or 50% of total Project cost, whichever is less, per charger/tower, with the incentive amount not to exceed actual costs, and up to \$200,000 per Project or installation site, again with the incentive amount not to exceed actual costs.
28. Towers with dual/simultaneous charging capabilities of 100kW each, are eligible for two incentives.
29. I understand that SVCE incentive amounts may be reduced if I receive Additional Funding. If Additional Funding reduced costs to complete the Project to less than the SVCE incentive amount reserved, the incentive amount will be reduced to the balance remaining to complete the Project. For example, if your incentive amount is \$10,000 and Additional Funding reduces cost to complete the project to \$7000, the incentive will be reduced to \$7000.
30. I understand that I am solely responsible for paying all costs of installing any of the equipment beyond the incentive amount. SVCE will not pay for installation costs or any upgrades to electrical system or any other costs required to install the equipment in excess of the incentive amount.
31. I understand that other than the incentive, I will not receive payment or compensation for participation in the Program.
32. I understand that SVCE's incentive may be considered income and may be taxable. SVCE is not responsible for any tax liability or determining whether a tax liability exists.
33. I understand that SVCE is a public agency. In the event that sufficient funds for the performance of this Agreement are not appropriated by the SVCE Board of Directors in any fiscal year covered by this Agreement, this Agreement may be terminated by SVCE, without penalty, by giving notice to me of such facts and of SVCE's intention to terminate.
34. I understand that charging equipment must be installed in or near a designated Priority Zone (see Priority Zone map below).
35. I understand that only electric vehicle charging equipment with the equipment purchase date and start-of-installation date occurring after signing this Agreement are eligible for an incentive (planning and design work is permissible prior to signing).
36. I understand that all Applicant Requirements, Installation Site Requirements, Equipment Requirements, and Eligible Costs, as defined under the CALeVIP program (see <https://calevip.org/incentive-project/peninsula-silicon-valley>), with two exceptions (proximity to an SVCE-defined Priority Zone and charger capacity of only 100kW or above), are also requirements for this Program.
37. I understand that by accepting incentive funds, I am fully responsible for complying with all California public works requirements including but not limited to payment of prevailing wage. Therefore, as a material term of this Agreement, to the extent

required by California law, I shall ensure that prevailing wages are paid, that the Project budget for labor reflects these prevailing wage requirements, and that the Project complies with all other requirements of prevailing wage law, including that my subcontractors also comply with all applicable public works/prevailing wage requirements.

38. I understand that that SVCE is subject to the California Public Records Act (Gov. Code § 6250 et seq.). SVCE acknowledges that I may submit information to SVCE that I consider to be confidential, proprietary, or trade secret information. Only such information clearly designated in writing as "confidential" shall be deemed "Confidential Information." Upon request or demand of any third person or entity ("Requestor") for the production, inspection, and/or copying of Confidential Information, SVCE shall notify me that such request has been made. Recipient shall be solely responsible for taking whatever legal steps are necessary to protect Confidential Information and to prevent its release to the Requestor. Without limiting SVCE's right to disclose Confidential Information as may be required by law, if Recipient takes no such action after receiving the foregoing notice from SVCE, SVCE shall be permitted to release information it deems subject to disclosure.
39. I understand that I shall at all times remain as to the SVCE a wholly independent contractor. The personnel performing the services under this Agreement on behalf of me shall at all times be under my exclusive direction and control. Neither SVCE nor any of its officers, employees, agents, or volunteers shall have control over the conduct of me or any of my officers, employees, or agents except as set forth in this Agreement. I shall not at any time or in any manner represent that I or any of my officers, employees or agents are in any manner officers, employees or agents of the SVCE. I shall not incur or have the power to incur any debt, obligation or liability whatever against SVCE, or bind SVCE in any manner. No employee benefits shall be available to me in connection with the performance of this Agreement. Except for the fees paid to me as provided in the Agreement, SVCE shall not pay salaries, wages, or other compensation to me for performing services hereunder for SVCE. SVCE shall not be liable for compensation or indemnification to me for injury or sickness arising out of performing services hereunder.
40. I understand that all chargers must be up and running 97% of the time, and every effort will be made to restore operations in the event of an outage.
41. I understand that my incentive reservation is active for fifteen months and that if my Project is not completed within that timeframe, incentive funds may no longer be available.
42. I understand that after installation, I am the owner or lessee of the equipment.
43. I understand that the equipment installed in this Program must be new and cannot have been in operation prior to this installation.
44. This Agreement is personal to Applicant. I understand that I may not assign or transfer rights or delegate obligations under this Agreement.
45. I understand that SVCE makes no representations or warranties, express or implied, regarding the design, construction, installation, reliability, performance, operation, maintenance, or any use of the equipment discussed, selected, rejected, purchased or otherwise considered by me. SVCE hereby expressly disclaims all warranties, whether express, implied, oral or written, statutory or otherwise, regarding any subject matter of this Agreement. Any decisions regarding the selection, design, purchase, installation, use, and operation of any product or equipment or consideration or selection of any installer or contractor shall be at the sole discretion and are my sole responsibility.
46. I understand that SVCE and its authorized representatives shall not be liable for personal injury, property damage or other liabilities arising out of or in any way related to the installation or use of the equipment, nor for any special, incidental,

indirect, consequential or secondary damages, or for the loss of profit, revenue, or data even if SVCE and its authorized representatives shall have been advised of the possibility of such potential loss or damage.

47. I understand that SVCE reserves the right to modify or terminate this Program, in whole or in part, at any time and for any reason without prior notice.
48. I understand that SVCE may waive any sections in the Agreement at its sole discretion.
49. I understand that this Agreement shall be interpreted and enforced in accordance with the laws of the State of California, with venue in Santa Clara County, without reference to its principles on conflicts of laws.
50. I understand that SVCE or its authorized representatives may access data records in order to evaluate and measure the efficacy of the Program. Data may include historical and future utility data, historical and future billing data, electricity consumption data, demographic data, survey data, and data associated with the cost and process of installation. All data will be held confidentially and will be used by the SVCE or its authorized representatives for Program operation and analysis purposes only. I understand that SVCE will aggregate and anonymize my data for the purposes of publishing case studies and reports to facilitate the advancement of building decarbonization.
51. I understand that I must submit proof of Project costs, photos of the new installed Priority Zone DC Fast Charging equipment, and relevant permit documentation to SVCE. All information and documentation must be submitted prior to the final incentive payment distribution.
52. I understand that SVCE reserves the right to fund projects in whole, in part, or not at all, to waive minor technicalities or irregularities in applications, and/or to reject any or all applications. SVCE also reserves the right to change the program design, distribute awards of different amounts or install additional stipulations.

**Contact Information**

We want to provide you with helpful information. Here’s who you should contact with questions:

<b>Question</b>	<b>Who to Contact</b>	<b>Contact Information</b>
This Agreement	SVCE	<i>SVCEPrograms@smud.org</i>
Charger capabilities	Charger customer support	
Charger functioning	Charger customer support	
Installation	Contractor	
Permitting	Contractor or Authority Having Jurisdiction	
Incentive	SVCE	<i>SVCEPrograms@smud.org</i>
Electricity service capacity/interconnection	PG&E	<i>PG&amp;E.com</i>
Program feedback	SVCE	<i>SVCEPrograms@smud.org</i>
Emergency	Emergency services	<i>911</i>

I have thoroughly and carefully read and understand and agree to these Priority Zone DC Fast Charging Incentive Program terms and conditions set forth in this Agreement.

# **Silicon Valley Clean Energy Priority Zone DC Fast Charging Incentive Program Incentive Agreement**

THIS AGREEMENT is made and effective as of \_\_\_\_\_, 2022 ("Effective Date"), by and between the SILICON VALLEY CLEAN ENERGY AUTHORITY ("SVCE"), an independent public agency, and X ("Recipient") In consideration of the covenants, conditions and undertakings set forth herein, the parties agree as follows:

1. RECITALS. This Agreement is made with respect to the following facts and purposes which each of the parties acknowledge and agree are true and correct:
  - A. "PRIORITY ZONE DCFC PROGRAM" is an SVCE program to incentivize the installation of Direct Current Fast Charging ("DCFC") infrastructure in or near SVCE-identified priority zones, in order to accelerate electric vehicle ("EV") adoption by residents of multi-unit dwelling developments in SVCE territory.
  - B. Recipient submitted an application for a Priority Zone DCFC Program incentive, attached hereto as Exhibit A, for installation of DCFC infrastructure in one or more SVCE-identified priority zone(s) and the Application and the Terms and Conditions, attached hereto as Exhibit B, are incorporated herein by this reference.
  - C. SVCE finds that the use of incentive funds described herein furthers a public purpose and meets the goals and objectives established for the Priority Zone DCFC Program, and desires to award Recipient a one-time incentive pursuant to the terms of this Agreement.
2. INCENTIVE. SVCE hereby agrees to provide funding to Recipient in the amount of x thousand dollars (\$x,000), subject to the provisions of this Agreement ("Incentive Funds").
3. USE OF INCENTIVE FUNDS. Recipient shall use the Incentive Funds to support the installation of the DCFC infrastructure, in the locations, numbers, and speeds identified below. Any use(s) of Incentive Funds not contemplated by this Section 3 must be approved in writing by SVCE. If Recipient determines, after analysis and planning for the installation of the DCFC infrastructure listed below, that one or more of the sites is no longer feasible and/or that installation of certain DCFC infrastructure is no longer feasible, the Recipient shall notify SVCE in writing of such. SVCE will work with the Recipient to reduce or modify the site(s) or DCFC infrastructures, if possible, and will reduce the Incentive Funds accordingly. In no event shall Recipient's Incentive Funds or scope of work be increased.
  - Site Name and Location:
  - Number of Chargers:
  - Charger Speed:
4. DEFAULT AND TERMINATION. Should an Event of Default occur, SVCE shall provide a notice of default to Recipient and shall give Recipient at least fifteen (15) calendar days from the date the notice is sent to cure the Event of Default. If Recipient fails to cure the Event of Default within the time prescribed, SVCE may, at SVCE's sole discretion, withhold Incentive Funds not yet disbursed hereunder, require the return or repayment of Incentive Funds already disbursed, and/or terminate this Agreement by written notice which shall be effective upon receipt by Recipient. "Event of Default" shall mean the occurrence of any one or more of the following events by Recipient: (a) any false statement, representation, or warranty contained in this Agreement, the Application, or any other document submitted to SVCE; (b) failure to comply with applicable laws; (c) a failure to maintain in effect any policy of insurance required under this Agreement; or

(d) a material breach of this Agreement.

5. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first above written.

**SILICON VALLEY CLEAN ENERGY AUTHORITY**

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
Justin Zagunis, Director of Decarbonization and Grid Innovation

\_\_\_\_\_  
Girish Balachandran, CEO

APPROVED AS TO FORM:

\_\_\_\_\_  
Trisha Ortiz, General Counsel

**X, INC.**

\_\_\_\_\_  
X

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X

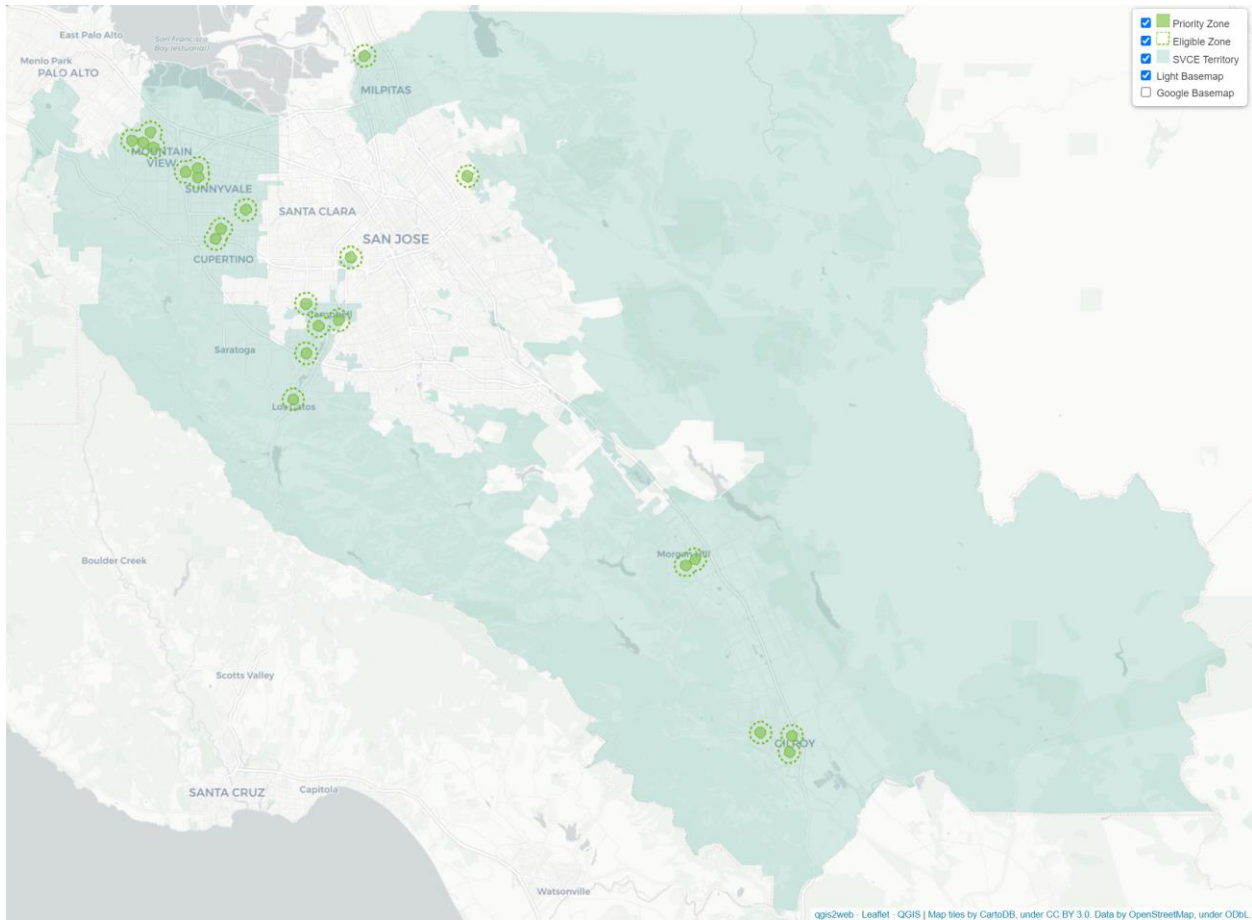
***[Signatures of two corporate officers are required for corporations – First signature must be one of the following: 1) the chairman of the board; 2) the president; or 3) any vice president. The second corporate signature must be one of the following: 1) the secretary; 2) any assistant secretary; 3) the chief financial officer; or 4) any assistant treasurer.]***

**EXHIBIT A**  
APPLICATION

**EXHIBIT B**  
TERMS AND CONDITIONS



# Silicon Valley Clean Energy Priority Zone DC Fast Charging Incentive Program Priority Zone Maps



For detailed map, visit: <https://svcleanenergy.org/MUD-cluster/files/#10/37.1894/-121.7038>