EV Charge SF Owner Application & Incentive Agreement

Only projects already enrolled in EV Charge SF may submit an Application and Incentive form. Contact SFPUC staff for assistance compiling the application package at 415-554-0773 or at PowerPrograms@sfwater.org

CleanPowerSE

Hatch Hatchy Power

Owner Information

Please Check Your Current Or Planned Energy Service Provider:

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Customer of Record:	Account #	Check if Account # is Pending	
Customer Contact Person	Contact Title		Phone
Customer Mailing Address	City/ State	Zip code	E-Mail
Authorized Agent (If other than Contact) Name/ Title	City/ State	Zip code	E-Mail

By checking this box, I attest that I have the authority to enter into this agreement and authority or permission to make the building improvements listed in this incentive application.

Project Information (See Enrollment Form for Details)

Project Name	Street Address	City	Zip Code
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Incentive Information Please consult with an SFPUC program representative for assistance with estimating your incentive.

Owner Incentive Inputs		SFPUC USE ONLY		Assigned Project#	
	Quantity SFPUC Reservation		ervation	Post-Construction SFPUC-Verified	
Enter quantities from Program Workbook/ EV Action plan that apply		Market rate / Affordable Hsg Incentive Rates	Incentive Reservation Amount	Quantity	Incentive Amount
EVSE					
Veh. Stall has L2 Circuit	# X	@\$1000/\$2000/\$2400	= \$	#	\$
All Other Stalls	# X	@\$3000/\$3600	= \$	#	\$
Added Charger Ports	# X	@\$500/\$600	= \$	#	\$
EV INFRASTRUCTURE					
EV Charging Outlets	# X	@\$1000/\$1200	= \$	#	\$
EV Conduit (Stalls)	# X	@\$250/\$300	= \$	#	\$
			Incentive Reserved \$		
See Program Handbook for defir equipment.	nitions of incentivized	Date Received: Reviewed by: Approved by: Date:		Verified by: Approved b	y:

Please attach documentation per Program Handbook. SFPUC will review application and send an Incentive Reservation Notice. Upon construction completion, contact SFPUC at PowerPrograms@sfwater.org and submit documents for project verification.

Payee Information Please Check	Owner Vendo	r Owner's Agent
Tax Exempt? No Yes Reason:		
Name/ Title*	Company Name*	Phone Number
Address	City/State/Zip	E-Mail

Owner Incentive Agreement Terms and Conditions

- 1. The City and County of San Francisco, acting by and through its Public Utilities Commission ("City"), and the Owner (as specified herein) enter into this Agreement for participation in the EV Charge SF program for projects pursuant to these Terms and Conditions and the EV Charge SF Program Handbook, which is hereby incorporated by reference. All capitalized terms shall have the meaning set forth in the EV Charge SF Handbook.
- 2. The Owner of the project submits this Owner Application & Incentive Agreement to the City and agrees to implement the project described in the Incentive Information portion of the Owner Application. Owner acknowledges that its participation in the EV Charge SF program is voluntary, and it is under no obligation to accept technical assistance or implement any recommendations, comments, or measures stemming from the technical assistance process. Owner further acknowledges that any changes made to the design or construction of the project is based on Owner's independent review, analysis and decision-making and not in reliance on the recommendations of the City.
- 3. Funding for this program is limited and subject to the budgeting and fiscal provisions of the City's Charter. The City reserves the right to modify or discontinue this EV Charge SF program and/or this Agreement without prior notice and at its sole discretion.
- 4. Funding is available on a first-come-first served basis for qualified applicants and is subject to the availability of funds. Incentives will be reserved after the City approves and executes this Owner incentive agreement. Payment of EV Charge SF incentives will be made after all program requirements are met and upon verification of installation by the City. The City reserves the right to modify or cancel the EV Charge SF Incentive Payment if the actual construction of the project differs in any material respect from the project defined in the application, the project fails the City inspection and verification, or the project fails to comply with any other program requirement.
- 5. These Terms and Conditions apply from the Reservation Date until the date on which the City issues an Owner's Incentive Payment to the Owner.
- **6.** Owner agrees to:
 - A. At Owner's expense, obtain and maintain all licenses and permits needed to perform the EV charging-related work on the project and for operation of the project at the project site.
 - B. Execute this agreement with the City prior to purchasing EV Supply Equipment (EVSE), and specify and install EV-related equipment per the Handbook's requirements.
 - C. Cooperate in good faith with any evaluation or verification activities required by the City. For Newly Constructed Buildings and existing commercial garages/lots, Owner agrees to pre-inspection of intended equipment locations by SFPUC or its representatives. Post-construction, Owner shall provide City and its representatives and agents, reasonable access to Owner's project site, electrical usage,

^{*} For Payees submitting an IRS W-9 form, Incentive Payment will be made to the entity and the address listed on the form.

and readings from electrical panels and circuits to verify installation and operation. If project construction has already begun, Owner agrees to pre-inspection. Owner understands that such verification is not an electrical safety or building permit inspection.

- D. Provide the City with all documentation reasonably necessary for verification of installation and performance of the project, including but not limited to, manufacturer's specification sheets and vendor and construction invoices.
- E. Make reasonable efforts to affix SFPUC co-branding signage for EVSE installations if SFPUC provides this branding material.
- F. Provide the City the right to claim and report benefits, credits, allowances, or any other right resulting from the environmental gains associated with the project for the purpose of compliance with any local, state, federal, or international program governing environmental attributes, for a period of not less than five years. Note: This agreement does not require Owner to pledge to the City any Low Carbon Fuel Standard credits earned for incentivized EV service equipment.
- 7. The City will determine the EV Charge SF incentive amount.
- 8. Utility will report the incentive as income to Owner on IRS Form 1099 unless Owner has indicated that it qualifies for an exempt tax status as indicated on the Application.
- 9. Owner shall indemnify, protect, and hold harmless City, the SFPUC and its officers, employees, and agents from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Owner; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation; (iv) strict liability imposed by any law or regulation; (v) infringement of patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) (v) above) arises directly or indirectly from Owner's performance of this Agreement, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City. Owner shall, at the City's request, provide a defense against any claim covered by this indemnity.
- 10. The City's obligations under these Terms and Conditions shall be limited to the EV Charge SF Incentive Payment. In no event shall the City be responsible for any payment of any other claims, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages in connection with this Agreement.
- 11. CITY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES RELATED TO THE TECHNICAL ASSISTANCE, OR CONSTRUCTION, EQUIPMENT, OR INSTALLATIONS REFERRED TO HEREIN OR THE BENEFITS TO BE DERIVED FROM THE TECHNICAL ASSISTANCE, OR INSTALLATION, OPERATION, AND USE OF SUCH EQUIPMENT OR ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR APPLICATION AND SPECIFICALLY DISCLAIMS ANY SUCH WARRANTY, EXPRESS OR IMPLIED. SFPUC'S AND/OR ITS CONSULTANTS' REVIEW OF THE DESIGN, CONSTRUCTION, OR OPERATION OF THE PROJECT SHALL NOT CONSTITUTE ANY REPRESENTATION AS TO THE ECONOMIC OR TECHNICAL FEASIBILITY, OPERATIONAL CAPABILITY, OR RELIABILITY OF THE PROJECT OR EV-CHARGING-RELATED EQUIPMENT, NOR SHALL OWNER, IN ANY WAY, MAKE SUCH A REPRESENTATION TO A THIRD PARTY. OWNER IS SOLELY RESPONSIBLE FOR THE DESIGN, INSTALLATION, ECONOMIC AND TECHNICAL FEASIBILITY, CONSTRUCTION, OPERATIONAL CAPABILITY AND RELIABILITY OF THE PROJECT AND EV-CHARGING-RELATED EQUIPMENT.

By signing below, I confirm I have read and agree to the EV Charge SF Handbook and all Terms and Conditions including the OWNER INCENTIVE AGREEMENT TERMS AND CONDITIONS attached hereto. I further certify that all information provided is true and correct and acknowledge that information found to be false or misleading is grounds to void the Owner Incentive Agreement and reject or cancel the incentive reservation.

Customer Signature	Print Name & Title	Date
Company Name		
Authorized Customer Agent (if different than Customer) Signature	Print Name & Title	Date
Company Name		
SFPUC U	SE ONLY	
Application & Agreement Received Date: Assig	ned Project No.:	Electric Account No.:

Application Approved by (name) / date:

Eligibility & Technical Compliance Verified by (name) / date:

Owner Application Package Checklist

Scan and email, or upload the following required documents to the secure file transfer folder provided for your project:

Owner Application & Incentive Agreement form, signed and scanned

(Recommended) IRS W-9 form for Incentive Payee

If applying for Electric Vehicle Supply Equipment (EVSE) incentives for more than 10% of vehicle stalls, or for Level 1 EV Charging Outlets for more than 50% of vehicle stalls, or for Level 2 EV Ready Infrastructure, include the following:

EV Action Plan Details/ Attachments

- EV Action Plan Workbook
- Project parking map
- Electrical wiring diagram ("single line diagram")
- Other attachments as listed in the EV Action Plan Template

For Newly Constructed Buildings and existing commercial garages/lots only:

Digital photographs of planned equipment locations

Owner Post-Construction Checklist

Upload the following required documents to the secure file transfer folder provided for your project:

Statement of any changed incentive requests from original application

IRS W-9 form for Incentive Payee (if not already provided)

EVSE purchase invoice (marked as paid)

EVSE network agreement

EVSE operation and maintenance contract/agreement with vendor

EVSE photos of the following:

- Two or more photos of installed and operational EV charging stations, clearly displaying the cobranding label provided by SFPUC (if provided by SFPUC)
- Serial numbers of equipment installed
- Electrical service panels

Documents as needed for SFPUC's on-site verification of EV Infrastructure. Documents must facilitate verification that the installed electrical infrastructure meets the plan documented in this application, including photos of project site.

A Cover Note listing either:

- PG&E account number enrolled in CleanPowerSF OR
- Hetch Hetchy Power account number

If requested by the program, please provide for your project:

Purchase invoice (marked as paid) for electrical infrastructure upgrade (if applicable)

The invoice must explicitly list the cost for panel upgrade separate from hardware installed, e.g., receptacle, wiring, conduit, etc.

Invoice for design and engineering costs

Copy of permits from local permitting agency, and (if applicable) utility permits/service orders Copy of electrical inspection reports including inspector sign-off

Other specified documentation as per discretion of SFPUC

An SFPUC program representative will contact you to schedule a site visit. The EV Charge SF incentive will be paid based on an evaluation of the final building conditions. If the final installed equipment is less than the original reservation amount, a lower incentive may be paid.

Questions?