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**ELECTRIC VEHICLE CHARGER INCENTIVE RIDER**

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**(1) AVAILABILITY**

This Rider is applicable and available only to Qualifying Customers taking service under one or more of the following rate schedules: Rate Schedule Residential (“RS Schedule”), TOUCH Program (“TP Schedule”), General Service (“GS Schedule”), School and Church (“SCS Schedule”), Municipal General Service (“MGS Schedule”) or Large Power (“LPS Schedule”) (collectively, the “Qualifying Rate Schedules”), and who satisfy the Eligibility Requirements set forth herein to qualify for the EV Charger Incentive (“EVCI”).

Rate Schedule - EVCI is designed and implemented as part of a comprehensive program and service policy, uniformly applied, to promote electric vehicles (“EVs”) as a viable option for Qualifying Customers and to decrease upfront costs related to purchasing EV charging equipment and related infrastructure as itemized herein. The Company does not endorse any particular manufacturer, product, labor, system design, or contractor in offering this Rider.

**(2) PROGRAM ADMINISTRATOR:**

The Company may contract with a Program Administrator and authorizes the Program Administrator to administer the EVCI offering, including, but not limited to: reviewing, evaluating Customer eligibility for Rate Schedule – EVCI, processing, and approving Customer applications; performing pre-and post-inspections of Customer facilities; addressing project information requests from Customers; performing measurement and verification activities; and issuing incentive checks to Qualifying Customers.

**(3) APPLICATION DOCUMENTATION**

Customers are advised to retain copies of all documentation regarding the purchase and installation of Electric Vehicle Supply Equipment (“EVSE”) submitted for an incentive under Rate Schedule – EVCI. The Company will not be responsible for lost or missing documentation.

The required documentation for an incentive application must be submitted via the online application portal available on the Company website no later than 180 days after the equipment purchase date, or 180 days after the installation date if later. The Customer agrees to provide the following for each type of EVSE for which the Customer seeks to qualify for an incentive (collectively, the Documentation): (i) a completed application, and (ii) equipment invoice(s) showing the purchase price, date of purchase, manufacturer, model and serial number(s) of the purchased equipment, and (iii) installation invoice that shows the installation date of the installed equipment. In the event of self-installation by the Customer, the Company will accept photographic documentation showing proof of installation on the Customer’s premises.

The Company and/or the Program Administrator shall verify that the Documentation meets Eligibility Requirements under Rate Schedule – EVCI within thirty (30) days of receipt and will notify the Customer of any discrepancies.

**(4) ELIGIBILITY REQUIREMENTS:**

Rate Schedule – EVCI is valid and available for Customers who: (i) are currently taking electric service under a Qualifying Rate Schedule, and (ii) apply through the Company-designated online application portal, and (iii) provide complete and full Documentation, and (iv) are in good and current account(s) standing with the Company, and (v) purchase and install only new EVSE (resale equipment/material or equipment/material that is rebuilt, refurbished, damaged, rented, received from an insurance claim, received from a manufacturer warranty, or won as a prize does not qualify for an EVCI), and (vi) whose premises where the EVSE is installed is located within the Company’s service territory (“Qualifying Customers”).

The Company reserves the right to refuse payment of an incentive if the Customer fails to timely submit to the Company a complete and accurate application form with supporting Documentation, or otherwise fails to satisfy the Eligibility Requirements.

A Qualifying Customer may participate in any or all of the incentives available under Rate Schedule – EVCI.

**(5) INCENTIVE PAYMENT**

Qualifying Customers should expect to receive incentive payment within four (4) to six (6) weeks after submitting their application, subject to verification that the Customer has submitted all required Documentation in a timely manner and all Rate Schedule – EVCI Eligibility Requirements have been met.

<b>EVSE Type</b>	<b>Incentive</b>	<b>Limit per Customer per Year</b>
<b>Residential (RS or TOUCH)</b>		
Level 2 EV Charger	\$250 per port	\$500*
<b>Non-Residential (GS, SCS, MGS, or LPS)</b>		\$25,000
Multifamily Level 2 Charger	\$1,000 per port	
Workplace Level 2 Charger	\$1,000 per port	
Publicly-Accessible Level 2 Charger	\$1,000 per port	
Direct Current Fast Charger	\$3,500 per port	

\*A qualifying Residential Customer account is limited to a maximum of two (2) Level 2 EV Charger incentives.

The total EVCI provided to a Qualifying Customer pursuant to Rate Schedule – EVCI shall not exceed the sum of the purchase price, installation cost, and other eligible installation-related costs associated with EVSE, exclusive of any tax, title, license, or other governmental fees and charges associated with EVSE.

A Qualifying non-residential Customer who operates or plans to operate a fleet of ten (10) or more vehicles may request the Company to provide an electric fleet assessment, subject to an agreed upon memorandum of understanding.

**(6) APPLICABLE LAWS**

The Company recommends that all EVSE be installed by a licensed electrician or contractor in accordance with any applicable local municipal codes and permitting procedures. Neither the Company nor the Program Administrator will be responsible for verifying that any applicable municipal and/or governmental building codes, zoning laws or permitting procedures have been satisfied. Neither the Company nor the Program Administrator will be responsible for ensuring that any applicable permits have been obtained related to the aforementioned codes, zoning laws or permitting procedures. Neither the Company nor the Program Administrator will be responsible for determining Customer eligibility for any local, state, or federal incentives, nor any tax liability that may be imposed on the Customer as a result of receipt of an incentive payment(s) under Rate Schedule – EVCI.

**(7) LIMITATION OF LIABILITY & DISCLAIMER OF WARRANTIES**

Customer agrees that neither the Company nor the Program Administrator shall be responsible for or liable to the Customer for any consequential or incidental damages, or for any damages in tort arising, connected with or resulting from participation in Rate Schedule – EVCI. The Company and the Program Administrator do not warrant the proper completion of work or performance of installed products, expressly or implicitly. The Company and Program Administrator shall in no way be liable or responsible for any EVSE installed by, or for any act or omission of, any entity or individual, including, without limitation, the equipment manufacturer or any electrician, technician or other service provider. The Company's and the Program Administrator's liability and responsibility in connection with Rate Schedule – EVCI shall be strictly limited to the making of certain incentive payments for eligible EVSE to Qualifying Customers. The Company and Program Administrator do not make, will not provide and specifically disclaim any and all representations, warranties, covenants and guarantees whatsoever, express or implied, in connection with the EVSE, including, without limitation, implied warranties of merchantability and fitness for a particular purpose. The Customer must contact the installation contractor or product manufacturer for details regarding product performance and warranties. The Company and Program Administrator are not a party to any sales transaction, contract, or agreement between the Customer and the manufacturer, contractor, or dealer of EVSE, or any installer or contractor of EVSE.

Indemnification: To the fullest extent allowed by law, Customer shall protect, defend, and save the Company and Program Administrator, their affiliated companies, and their officers, directors, agents and employees, harmless and indemnified from any injury or damage to any persons or property occasioned by or arising from the presence, absence, use or disposition of EVSE, or caused by any breach of Rate Schedule – EVCI by Customer, Customer negligence, or that of Customer's household members, agents, servants, employees, tenants, licensees, invitees, tenant's invitees, subcontractors, or independent contractors.

**(8) ADDITIONAL TERMS AND CONDITIONS**

Service and any incentive payment(s) made to a Customer pursuant to Rate Schedule – EVCI are also subject to the Company's Standard Terms and Conditions for Electric Service and to all other rate Schedules of the Company on file with the LPSC, and as may be applicable, as specified in any Service Agreement between the Company and the Customer.