

# Transportation Electrification Projects Application and Agreement

PROJECT INFO	FUNDING INFO
Customer _____	Funding Payable to _____
Project Address _____	Mailing Address _____
City _____ State _____ Zip _____	City _____ State _____ Zip _____
Contact Name _____	Tacoma Power
Phone Number _____	Account Number _____
Email Address _____	

## ELIGIBILITY REQUIREMENTS

- A. Project equipment and location must be preapproved by Tacoma Power.
- B. Equipment must be installed and operational before December 15, 2021.
- C. Installation must occur within the municipal boundaries of the City of Tacoma and comply with permitting requirements.
- D. Electric vehicle supply equipment (EVSE) purchased and installed must meet Tacoma Power specifications.
- E. Project must meet eligibility guidelines described in Attachment A.
- F. Customer must provide documentation verifying project details, including equipment specifications and installation cost.

PROJECT DESCRIPTION
<hr/>
<b>PROJECT DETAILS</b>
Project type:
# of charger heads _____ EVSE Max kW _____ Estimated Funding _____

## PROCESS TO RECEIVE FUNDING

1. With Tacoma Power's assistance submit a completed and signed Transportation Electrification Funding Application and Agreement.
2. Receive a preapproval email from Tacoma Power. The preapproval email will include the following:
  - A. Notification that your local electric system can support load from your project. In the event your local electric system cannot support your project, Tacoma Power will contact you with next steps.
  - B. An estimated funding amount based on project description.
  - C. A notice that you may proceed with purchase and installation of your EVSE equipment.
3. Install EVSE described in the preapproval email.
4. Complete monitoring and verification protocols described in Attachment A specific to your project type.
5. Submit the following items within 30 days of project completion:
  - A. Copy of the manufacturer electrical specifications for EVSE.
  - B. Copies of all invoices pertaining to the purchase and installation of equipment.
  - C. Completed and signed Transportation Electrification Funding Application and Agreement (this document).

# Transportation Electrification Projects Application and Agreement

## TERMS AND CONDITIONS

This Transportation Electrification Projects Agreement (“Agreement”) is entered into this (date) \_\_\_\_\_ by and between the City of Tacoma, Department of Public Utilities, Light Division (d/b/a and hereafter referred to as “Tacoma Power”) and the Applicant \_\_\_\_\_ (hereinafter “Participant”). In consideration of the mutual benefits provided by investments in transportation electrification, Tacoma Power and Participant agree to the following terms and conditions.

1. **General Eligibility Requirements:** To qualify for disbursement of funds from the Electric Vehicle Charging Fund (“Agreement Fund”), the proposed projects must meet the following general eligibility requirements:
  - A. Project equipment and location must be preapproved by Tacoma Power.
  - B. Equipment must be installed and operational before December 15, 2021.
  - C. Installation must occur within the municipal boundaries of the City of Tacoma and comply with permitting requirements.
  - D. Electric vehicle supply equipment (EVSE) purchased and installed must meet Tacoma Power specifications.
  - E. Project must meet eligibility guidelines described in Attachment A.
  - F. Customer must provide documentation verifying project details, including equipment specifications and installation cost.
2. **EVSE Installation:** Participant represents that it has the right to install qualifying EVSE (in accordance with Attachment A) at the location identified in the Application and that all necessary consents from property owners and lessors have been obtained. Participant is solely responsible for the design, implementation, and installation of the EVSE and for ensuring that the EVSE installation (including equipment purchased, work performed, required permits and material disposal, if any) complies with applicable federal, state and local safety, building, electrical, and environmental laws, codes, regulations and standards and any manufacturer instructions. The Participant assumes full responsibility for the design and installation of said EVSE and full financial responsibility for any measures which do not meet the qualifications specified in this Agreement and the associated Application. If future conditions require removal and decommissioning of EVSE, such removal and decommissioning will be at the expense and risk of the Participant.
3. **Schedule:** To obtain Agreement Funds, Participant must submit a fully completed, signed and authorized Transportation Electrification Projects Application and Agreement for preapproval by Tacoma Power. Upon approval participant must submit final cost documentation and installed equipment specifications within 30 days following EVSE installation for funding disbursement.
4. **Agreement Fund Amount and Payment:** The funding amount paid from the Agreement Fund is determined by the project type and outlined in Attachment A. In no event will the funding amount exceed the available Agreement Funds. Tacoma Power will make funding payments following (A) Tacoma Power’s verification of approved EVSE equipment and installation and (B) Participant’s submission of all required final cost documentation.
5. **Verification:** Participant agrees to assist Tacoma Power’s verification of EVSE equipment and installation costs, and anticipated energy consumption used by equipment as follows:
  - A. **Access and Inspection:** Participant shall, upon request, provide Tacoma Power and its representatives: (1) reasonable access to and inspection of the site project site and EVSE installed therein before, during and/or after implementation, and (2) reasonable access to, inspection of, and use of energy consumption data related to the installed EVSE; including release of utility meter and billing data following implementation.
  - B. **Final Cost Documentation:** As a condition of Tacoma Power’s reimbursement of installation and equipment costs from the Agreement Fund, Participant agrees to promptly provide to Tacoma Power, upon request, documentation verifying equipment purchased and/or work performed including, but not limited to: sales slips, purchase orders, invoices, and other written documentation pertinent to the EVSE that was installed showing vendor name, brand, model, and dates of purchase and of installation.

# Transportation Electrification Projects Application and Agreement

- 6. Limited Role of Tacoma Power:** The purchase and installation of EVSE described in Attachment A are the sole responsibility of Participant. The sole responsibility of Tacoma Power is to provide monies from the Agreement Fund for the purchase and installation of qualifying EVSE. Participant assumes full financial responsibility for any EVSE that do not meet funding qualifications. Participant assumes all risk of use of any EVSE and liability from use of any EVSE. Tacoma Power is not a party to any contract(s) for the purchase of material or labor and shall have no liability whatsoever for contracts between Participant and third party suppliers and/or contractors.
- A. No Endorsement:** Tacoma Power does not endorse any particular contractor, manufacturer or product in promoting this funding program. The Participant acknowledges that Tacoma Power in no way influenced the choice of contractor or specific brands of equipment. Participant is solely responsible for the quality of the EVSE installation.
- B. No Warranties/Disclaimer:** Tacoma Power makes no express or implied warranties of any kind under this Agreement and makes no representations regarding the results to be achieved by the EVSE to be installed.
- C.** Participant understands and acknowledges that Tacoma Power is simply providing funding from the Agreement Fund to assist Participant in installing EVSE and therefore Participant acknowledges and agrees that (1) Tacoma Power and its representatives shall not be responsible in any way for assuring that the design, engineering, installation, and/or implementation of the EVSE is proper or complies with any laws, codes, or standards, (2) Tacoma Power's verification, inspection and/or monitoring activities are solely for its own program purposes and no warranties to, or reliance by, Participant shall be implied, (3) Participant shall independently evaluate any information provided by Tacoma Power or its representatives related to EVSE, (4) Tacoma Power does not guarantee any particular results, (5) Tacoma Power's decision to release funds from the Agreement Fund to Participant for EVSE Tacoma Power determines as qualifying for said funds, does not act as a warranty, representation or guaranty of any sort in relation to said EVSE, and (6) Participant assumes the risk of any loss or damages that Participant may suffer in connection with the design, installation, or implementation of the EVSE.
- 7. Limitation of Liability and Indemnification:** Tacoma Power's entire liability hereunder is limited to payment Agreement funds specified in Attachment A according to the terms and conditions hereof. In no event shall Tacoma Power's total liability in connection with this Application, regardless of legal or equitable basis, exceed the amount of any Agreement funds offered per a completed and authorized Application. Tacoma Power shall not be liable to Participant for any consequential or indirect damages of any kind arising in connection with this Agreement or installation of any equipment.
- 8.** To the fullest extent allowed by law, Participant agrees to indemnify, defend, and hold harmless Tacoma Power and its officers and employees, from and against any and all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including reasonable attorney's fees and costs) arising from or in connection with the willful misconduct or negligence of Participant, its employees, agents and/or contractors in the performance of this Agreement. Participant specifically assumes liability for actions brought by the Participant's own employees against Tacoma Power and, solely for the purpose of this indemnification and defense, the Participant expressly waives any immunity under state industrial insurance law, Title 51 RCW. Participant acknowledges that this waiver was the subject of mutual negotiation. This indemnification shall survive termination of this Agreement.
- 9. Termination:** Tacoma Power is not obligated to approve any Application for a payment that may result in Tacoma Power exceeding the Agreement Fund amount allocated for this given type of project. Tacoma Power may terminate this Agreement at any time upon thirty (30) days written notice to Participant.
- 10. Hazardous Materials:** Tacoma Power shall have no liability or responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials of any kind in connection with Participant's Facilities.

# Transportation Electrification Projects Application and Agreement



## MISCELLANEOUS

- A. Entire Agreement/Severability:** This Agreement, including Application and Attachment A, comprises the entire AGREEMENT between the Parties regarding the payments for EVSE installation and implementation. All prior communications, representations, promises, or conditions relating to the subject matter of this Agreement are superseded hereby. If any term, condition or provision of this Agreement is declared void, unenforceable or limited in its application by any court or administrative body having jurisdiction, such event shall not affect any other provision, which remaining provisions shall continue in full force and effect in accordance with their terms.
- B. Modification.** No modification or amendment of this Agreement shall be effective unless in writing and signed by the Parties.
- C. Authority to Enter into Agreement:** By signing this Agreement, I represent and warrant that I have read, understand, and agree to the foregoing Terms and Conditions and that I am the owner or duly authorized agent of the owner of the Facility with full power to accept said Terms and Conditions.
- D. Sole Venue and Governing Law:** The sole venue of any legal action arising from this Agreement shall be Pierce County Superior Court of the State of Washington, and this Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
- E. Counterparts Clause:** This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which together shall constitute one and the same instrument, and in making proof hereof it shall not be necessary to produce or account for more than one such counterpart. A facsimile, pdf, or other form of electronic signature shall be sufficient to bind a Party hereto.

## AUTHORIZATION

By signing below I certify that I have read and accept the Terms and Conditions and Technical Eligibility Requirements listed in Attachment A of this funding offer.

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

You may scan signed documents and email them to your representative; alternately, you can mail or drop off directly to our office:

**Mail:**  
ER&D  
Tacoma Power  
PO Box 11007  
Tacoma, WA 98411

**Email**  
rebates@cityoftacoma.org

### INTERNAL USE ONLY

Project ID \_\_\_\_\_ Staff Contact \_\_\_\_\_ Date Rec'd \_\_\_\_\_

#### Approved by Energy Research and Development

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

#### Approved by City Finance

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

#### Approved as to Form and Legality Deputy/Assistant City Attorney

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

# Transportation Electrification Attachment A

## **CARGO/MATERIAL HANDLING EQUIPMENT AND HOSTLER TRUCKS**

Funding is available to assist Tacoma Power customers purchasing and installing electric vehicle charging equipment (EVSE) serving cargo and material handling equipment. New electric cargo and material handling equipment must replace existing gas, diesel, propane, or natural gas equipment. Tacoma Power must verify local utility equipment is able to handle additional demand from cargo/material handling EVSE. Funding level is determined based on equipment nameplate demand (kW) using the table below:

<b>TOTAL CHARGER KW INSTALLED</b>	<b>FUNDING</b>
Less than 10 kW	\$1,000 total
10kW - 30 kW	\$10,000 total
Above 30 kW	\$1,000 / kW

The payment amount is limited to a maximum of 50% of the documented construction and EVSE equipment costs on the Participant's premise and up to 100% of the documented electrical upgrade costs necessary to serve EVSE load (utility make ready costs).

Tacoma Power requires participants provide two weeks of monitoring and verification after installing equipment and incorporating equipment into daily operations. Participants may meet this requirement by providing two weeks of data in one of two ways:

1. Interval data from utility meter and onboard or EVSE supplied telemetric data (if appropriate data is available).
2. Sub meter the EVSE charging equipment to capture electric interval meter data (must be able to retrieve data).