

# Community Charging Program Rebate Agreement



PROJECT INFO	REBATE INFO
Applicant/Participant _____	Payable to _____
Installation Address _____	Mailing Address _____
City _____ State ____ Zip _____	City _____ State ____ Zip _____
Contact Name _____	Tacoma Power _____
Phone Number _____	Account Number _____
Email Address _____	

## PROGRAM ELIGIBILITY REQUIREMENTS

1. Property must be served by Tacoma Power.
2. Tacoma Power must preapprove the equipment and location for Participant’s EVSE project (Project).
3. Equipment must be installed and operational before December 15, 2025
4. Electric vehicle supply equipment (EVSE) purchased and installed must meet Equipment Specifications listed in Attachment A.
5. Project must meet EVSE Eligibility Requirements outlined in Attachment A.
6. Applicant must provide documentation verifying Project details, including equipment specifications and Project costs.

## PROCESS TO RECEIVE REBATE

1. Applicant completes online program application form and Tacoma Power Staff will pre-inspect the site.
2. Tacoma Power provides Applicant a completed Community Charging Program Rebate Agreement, Applicant reviews and accepts Project cost breakdown including owner contribution and Rebate total.
3. Applicant will receive a Project approval email from Tacoma Power. This 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. A Rebate amount based on submitted Project description.
  - C. A notice that you may proceed with purchase and installation of your EVSE equipment.
4. Install EVSE described in the preapproval email.
5. Complete the verification requirements described in the Terms and Conditions below, section 5.
6. Submit the following items within thirty (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.

# Community Charging Program Rebate Agreement

## TERMS AND CONDITIONS

This Community Charging Rebate 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. Tacoma Power is the recipient of federal grant money pursuant to a grant administered by the U.S. Department of Energy. These monies (Disbursement Fund) are to be disbursed according to Tacoma Public Utilities Electric Vehicle Community Charging Programs (Program). To qualify for Disbursement Fund monies (hereinafter “Rebate”), the proposed Projects must meet the Program Eligibility Requirements as described on page 1 and Attachment A.
2. EVSE Installation: Participant represents that it has the right to install qualifying electric vehicle supply equipment (EVSE) at the location identified on page 1 of this Agreement 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 equipment that does 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. Persistence of Electrification Benefits: The intended purpose of this rebate program is to further the adoption of electric vehicles in Tacoma Power’s service area. To ensure the intended benefits sought through the provision of this Rebate, the EVSEs rebated under this Agreement must remain in place and be used for a minimum time.
  1. Accordingly, the Participant agrees to satisfy the following conditions:
    - i. Participant will maintain the installed EVSE pursuant to this agreement for a period of five (5) years following installation in a manner sufficient to ensure the intended access to such equipment.
    - ii. To ensure intended performance, Participant will refrain from removing installed EVSE unless it is reinstalled in another location on the Participant’s property with similar access to use.
    - iii. Equipment must be repaired and restored to a usable state within a reasonable timeframe. Repair requests shall be documented for a period of five (5) years.
  2. Should the Participant fail to adhere to the foregoing agreed upon conditions for the five-year period, Participant shall repay the entire Rebate to Tacoma Power.
  3. Future site improvements shall not interfere with access to installed charging equipment. In the event planned improvements interfere with installed charging equipment, the customer must notify Tacoma Power prior to construction to discuss mitigating or removing said interferences.
  4. Participant shall provide Tacoma Power reasonable access to the installed equipment during the five-year period to allow Tacoma Power to verify EVSE operability and to complete site verification visits.

# Community Charging Program Rebate Agreement



4. **Schedule:** To obtain the Rebate, Participant must submit a fully completed, signed and authorized Community Charging Program Rebate Agreement for preapproval by Tacoma Power. The installation of EVSE must be completed within six (6) months of project preapproval or by December 15, 2025, whichever is earliest. If installation is not complete by the earliest date, Tacoma Power may terminate this Agreement. Upon completion, Participant must submit final cost documentation and installed equipment specifications within thirty (30) days following EVSE installation for Rebate disbursement.
5. **Rebate Amount and Payment:** The Rebate amount to be paid is determined by the project details outlined in Attachment A and total Disbursement Funds remaining in the program budget at the time of project completion. In no event will the Rebate amount exceed the monies available from the Disbursement Fund. Tacoma Power will make rebate payments following (A) Tacoma Power's verification of approved EVSE equipment purchase and installation and (B) Participant's submission of all required final cost documentation.

# Community Charging Program Rebate Agreement

6. Verification: Participant shall assist Tacoma Power's verification of EVSE equipment installation and costs, and anticipated energy consumption used by equipment as follows:
  1. Access and Inspection: A final visual inspection by Tacoma Power staff is required. Inspection may be done remotely via live video chat or photo verification via email. Photo verification will include pictures of chargers installed at the site, noting signage, safety/ADA compliance, and bollards to protect the chargers.
  2. Usage Reports: Tacoma Power requires participants to provide usage reports for five (5) years after installation and activation of EVSE. Participants will meet this requirement by allowing Tacoma Power access to EVSE software portal provided by the selected vendor.
  3. Final Cost Documentation: As a condition of Tacoma Power's provision of the Rebate for installation and equipment costs, 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.
7. 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 the Rebate from the Disbursement Fund for the purchase and installation of qualifying EVSE. Participant assumes full financial responsibility for any EVSE that do not meet Program 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 equipment, material or labor and shall have no liability whatsoever for contracts between Participant and third-party suppliers and/or contractors.
  1. No Endorsement: Tacoma Power does not endorse any particular contractor, manufacturer or product in promoting this rebate 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.
  2. 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.
  3. Participant understands and acknowledges that Tacoma Power is simply providing the Rebate 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 is intended or 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 provide the Rebate to Participant for EVSE that Tacoma Power determines as qualifying for said Rebate, 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.
8. LIMITATION OF LIABILITY AND INDEMNIFICATION: TACOMA POWER'S ENTIRE LIABILITY HEREUNDER IS LIMITED TO REIMBURSEMENT OF MONIES FROM THE DISBURSEMENT

# Community Charging Program Rebate Agreement



FUND 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 REBATES 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.

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 ACTIONS, 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.

# Community Charging Program Rebate Agreement



9. Termination: Tacoma Power is not obligated to approve any Agreement for a Rebate that may result in Tacoma Power exceeding the amount allocated for this given type of project or the monies remaining in the Disbursement Fund. 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 Project, property, equipment, or facilities.

## MISCELLANEOUS

1. 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.
2. Modification. No modification or amendment of this Agreement shall be effective unless in writing and signed by the Parties.
3. 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 Project with full power to accept said Terms and Conditions.
4. 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.
5. 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 Agreement.

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

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

# Community Charging Program Rebate Agreement - Attachment A



## ELECTRIC VEHICLE SUPPLY EQUIPMENT COMMUNITY PROPERTIES

Rebates are available for Tacoma Power customers to purchase and install and make available Level 2 electric vehicle supply equipment (EVSE) for occupants of multi-unit dwellings, tenants, condo owners, staff, and the public.

EVSE must be operable for a period of at least five years. This includes maintaining a network connection and reporting usage data to Tacoma Power, if applicable. Tacoma Power shall have access to the network reporting portal. Site improvements shall not interfere with access to the charging equipment. In the event planned future site improvements interfere with access to installed charging equipment the customer shall notify Tacoma Power prior to construction in order to determine mitigation or elimination of access interference.

Rebate funding is available on a first come, first served basis, and in amounts at the discretion of Tacoma Power.

Projects may be eligible for a Priority Rebate based on their geographical location on the [Pierce County Equity Index](#) and/or [Justice 40 Federal map](#). If the Project property is located within the *Low Opportunity* and *Very Low Opportunity* locations on the Pierce County Equity Index map and/or the *Disadvantaged* areas on the Justice 40 Federal map, they may be eligible for the Priority Rebate specified below. Priority Rebates are only available for Public or Multifamily networked EVSE.

Program Rebate structure:

1. Networked Charging:
  - Standard Rebate: \$5,000 per port. Maximum rebate is \$50,000
    - Maximum rebate may include up to \$10,000 in utility side infrastructure upgrades needed for charging.
  - Priority Rebate: \$10,000 per port. Maximum rebate is \$70,000
    - Maximum rebate may include up to \$10,000 in utility side infrastructure upgrades needed for charging.
    - Priority rebate is not available for workplace only charging stations regardless of location on Pierce County Equity Index and Justice 40 maps.
2. Non-networked Charging:
  - Rebate (all eligible properties): \$2,000 per port. Maximum rebate is \$15,000
    - Maximum rebate may include up to \$7,000 in utility side infrastructure upgrades needed for charging.
3. Grant Matching:
  - Customers who receive State or Federal grant funding for Level 2 charging stations cannot apply Tacoma Power's Rebate to the ports approved via their grant award. Tacoma Power will provide up to a \$10,000 Rebate from the Disbursement Funds for utility side infrastructure upgrades related to the project.

# Community Charging Program Rebate Agreement - Attachment A

## EVSE ELIGIBILITY REQUIREMENTS

To qualify for a Rebate, the Project must meet the following requirements:

1. New EVSE is installed at an existing multifamily property or businesses with EVSE being available to residents and/or the public and employees; EVSE required by new construction code are not eligible.
2. New EVSE will be installed in dedicated parking and will be shared amongst occupants, tenants, employees, and/or the public.
3. New EVSE that is available to public will be listed and available for EV drivers to find online. I.e., Plugshare.com
4. Applicant agrees to install signage clearly identifying the charging site.
5. Applicant will communicate the availability of EVSE to tenants/residents via email, flyers posted in common areas, or other tenant/resident-wide communication.
6. Applicant will allow Tacoma Power to identify participating properties in web and social media promotion.

## ASSIGNMENT OF CLEAN FUEL CREDITS GENERATED FROM REBATED EVSE

Pursuant to Washington State's Clean Fuels Program, a credit generator receives Clean Fuels Program credits for electricity supplied as a transportation fuel in kWh. The owner of electric charging equipment at nonresidential locations such as at a public, workplace, or multifamily housing site may generate credits from each piece of electric charging equipment. However, the equipment owner may also designate another entity to be the credit generator who then will receive the Clean Fuels Program credits. As a condition of receiving rebate funds, Participant shall designate Tacoma Power as the credit generator for the EVSE's rebated through the Community Charging Program.

Therefore, by signing this Agreement and accepting the Rebate, Participant expressly agrees and acknowledges that they are electing to designate Tacoma Power as the credit generator for the EVSEs funded hereunder for purposes of Clean Fuels Program credits for five years from the date of EVSE commissioning. Tacoma Power shall receive all credits generated by or arising from Participant's EVSEs. Participant acknowledged and warrants that they will not register with the Department of Ecology as a credit generator, assign credits to another entity, nor will they attempt to claim credits generated from the EVSE's funded under the Community Charging Program. Participant shall be responsible for and indemnify Tacoma Power for any regulatory or other enforcement penalties, fines, or judgements arising from Participant's registering as a credit generator and seeking to claim credits for the EVSE's for which Tacoma Power provided a Rebate per the Community Charging Program.

Tacoma Power hereby accepts all Clean Fuel Program responsibilities including those of the fueling reporting entity and credit generator. Participant will make EVSE usage data available on a quarterly basis in formats outlined in the following Reporting Requirements and Equipment Specifications sections.

Utility infrastructure upgrade only rebate projects are exempt from the Clean Fuel Credit requirement above.

\_\_\_\_\_ Initial – I have read and understand this Section ("Assignment of Clean Fuel Credits Generated from Rebated EVSE) and agree to designating Tacoma Power as the credit generator for the EVSE equipment funded per the Community Charging Program.

### Reporting Requirements

Each EVSE must be registered as Fuel Supply Equipment with the Department of Ecology. Therefore, Participant must supply the following information relating to the EVSE equipment to Tacoma Power as a condition of receiving the Rebate:



## Community Charging Program Rebate Agreement - Attachment A



- name of manufacturer
- equipment serial number
- GPS coordinates to the six (6) digits (decimal places)

Participant shall supply Tacoma Power with quarterly energy use data during the entire period the EVSE remains accessible, functioning, and available to EVs for charging. Participant shall maintain a network connection and provide Tacoma Power direct access to the network provider portal to enable Tacoma Power to collect usage and other data. Tacoma Power will provide guidance for reporting timeline and required details.

Participant shall provide any other information or data necessary for Tacoma Power to comply with any Department of Ecology reporting or other requirements.

# Community Charging Program Rebate Agreement



## EQUIPMENT SPECIFICATIONS

Applicants agree to select a charging vendor and equipment that meets Tacoma Power specifications, including:

1. Equipment specifications:
  - A. May be installed without specific manufacturer endorsement or certification
  - B. UL certified, ETL listed, or equivalent
  - C. Certified to operate outdoors and in extreme weather conditions
  - D. Includes a visual indicator of charger status that is easily discernable from 20 feet away
  - E. Light up screen is visible during daytime, nighttime, and twilight hours
  - F. Level 2 charging (minimum of 7.2 kW at 240/208 volts)
2. Reporting specifications:
  - A. For Networked EVSE: Provide charging event level data via secure online portal that is accessible by Tacoma Power and property owners (if different from applicant). The complete dataset must be available in a downloadable \*.csv or \*.xls file format.
  - B. For Non-networked EVSE: Tacoma Power may conduct measurement and verification of non-networked EVSE installed under this program to capture charger use. Uniquely metered non-networked EVSE can provide accurate charging data, however, a separate meter is not required.
3. User payment specifications:

All installed EVSE must meet the requirements for available payment methods, language access, and interoperability standards as required in Chapter 16-662 WAC.
4. Other specifications:
  - A. Phone and/or online support to support troubleshooting for site hosts
  - B. Open Charge Point Protocol 1.6 or Open ADR compliant

# Community Charging Program Rebate Agreement



\*\*Insert form fields for project description, final incentive amount, number of charge ports, total project cost\*\*

## 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 \_\_\_\_\_