

# Transportation Electrification Application and Agreement - Public and Multifamily Charging

## PROJECT INFO

Customer \_\_\_\_\_  
Installation Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Email Address \_\_\_\_\_

## FUNDING INFO

Payable to \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Tacoma Power  
Account Number \_\_\_\_\_

## ELIGIBILITY REQUIREMENTS

- A. Tacoma Power must preapprove project equipment and location.
- B. Equipment must be installed and operational before December 15, 2022.
- 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 Equipment Specifications listed in Attachment A.
- E. Project must meet Eligibility Guidelines outlined in Attachment A.
- F. Customer must provide documentation verifying project details, including equipment specifications and installation cost.

## PROJECT DESCRIPTION

## PROJECT DETAILS

Project type:

# of charger heads \_\_\_\_\_ EVSE Vendor \_\_\_\_\_ Est. Utility 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 e-mail from Tacoma Power. The preapproval e-mail 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 the verification requirements described in the Terms and Conditions, section 5.
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.

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## 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 general eligibility requirements as described on page 1 of this Application:
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 that 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. **Persistence of Electrification Benefits:** The intended use of Agreement Funds is to further the adoption of electric vehicles in the City of Tacoma. To ensure the intended benefits sought through the provision of the Agreement Funds, the EVSEs funded under this Agreement must remain in place and be used for a minimum time.
  - A. **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 property with similar access to use.
  - B. Should the Participant fail to adhere to the foregoing agreed upon conditions, Participant agrees to repay the incentive funds to Tacoma Power.
4. **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. The installation of EVSE must be completed within six (6) months of project preapproval. If installation is not complete by this date, Tacoma Power may terminate this agreement. Upon completion participant must submit final cost documentation and installed equipment specifications within 30 days following EVSE installation for funding disbursement.
5. **Agreement Fund Amount and Payment:** The funding amount paid from the Agreement Fund is determined by the project type and outlined in Attachment A and total funds remaining in the Agreement Fund at the time of project completion. 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 purchase and installation and (B) Participant's submission of all required final cost documentation.

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6. **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:** 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. .
  - B. Tacoma Power requires participants to provide access to 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.
  - C. **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.
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 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.
8. **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.

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.

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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.

## 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:**  
**Multifamily Charging**  
SSweet@CityofTacoma.org  
**Public Charging**  
KRice@CityofTacoma.org

# Transportation Electrification Application and Agreement - Public and Multifamily Charging



## 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 Funding Application Attachment A



## ELECTRIC VEHICLE SUPPLY EQUIPMENT FOR MULTIFAMILY PROPERTIES

Funding is available for owners of multifamily properties within City of Tacoma municipal boundaries to purchase and install Level 2 electric vehicle supply equipment (EVSE) for tenants, staff, and optionally, 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. For this five-year period, Tacoma Power shall have access to the network reporting portal. In the event future site improvements interfere with access to installed charging equipment the customer agrees to notify Tacoma Power prior to construction.

Funding is available on a first come, first served basis, and in amounts at the discretion of Tacoma Power. Approved projects will receive funding based on geographical location in historically underinvested areas, year built, and acceptance of Section 8 vouchers as identified in the Eligibility Guidelines.

### Projects qualify for funding amounts based on the following criteria:

- A. The project site is located in one of the following zip codes within the City of Tacoma municipal boundaries: 98465 (east of S. Jackson Ave), 98418, 98409, 98408, 98404, 98402 (south of Division), 98444, 98445 and 98405 (east of Cedar), and built before 2000 or accepts Section 8 vouchers, the project qualifies for:
  - Up to 100% of the project installation and equipment costs (maximum of two EVSE ports), not to exceed \$20,000
  - Up to 100% of utility upgrade costs to maintain local grid reliability, not to exceed \$25,000
  - \$2,000 for each additional EVSE port

OR

- B. The project site is in the City of Tacoma municipal boundaries but is located outside the above zip codes or built in the year 2000 or after and does not accept Section 8 vouchers, the project qualifies for:
  - Up to 80% of the project installation and equipment costs (maximum of two EVSE ports), not to exceed \$16,000
  - Up to 100% of utility upgrade costs to maintain local grid reliability, not to exceed \$25,000
  - 2,000 for each additional EVSE port

## ELIGIBILITY GUIDELINES

### All projects must meet the following requirements:

1. New EVSE is installed at an existing multifamily property; new construction is not eligible.
2. Applicant agrees to install signage clearly identifying the charging site.
3. Applicant will communicate the availability of EVSE to tenants/residents via email, flyers posted in common areas, or other tenant/resident-wide communication.
4. Applicant will allow Tacoma Power to identify participating properties in web and social media promotion.

# Transportation Electrification Funding Application Attachment A

## ELECTRIC VEHICLE SUPPLY EQUIPMENT FOR PUBLIC CHARGING

Funding is available for site hosts to purchase and install Level 2 electric vehicle supply equipment (EVSE) for public charging. Public charging projects must be located within the City of Tacoma municipal boundaries and be available to the public 24/7.

**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. For this five-year period, Tacoma Power shall have access to the network reporting portal. In the event future site improvements interfere with access to installed charging equipment the customer agrees to notify Tacoma Power prior to construction.

Funding is available on a first come, first served basis, and in amounts at the discretion of Tacoma Power. Approved projects will receive funding based on geographical location of historically underinvested areas and suitability for public charging, based on the site qualifications outlined below, *and* that meet **at least two** of the public charging site selection criteria in the following section:

- A.** The project site is located in one of the following zip codes within the City of Tacoma municipal boundaries: 98465 (east of S. Jackson Ave), 98418, 98409, 98408, 98404, 98402 (south of Division), 98444, 98445 and 98405 (east of Cedar) the project qualifies for:
- Up to 80% of the project installation and equipment costs (maximum of two EVSE ports) not to exceed \$16,000
  - Up to 100% of utility upgrade costs to maintain local grid reliability, not to exceed \$25,000
  - \$2,000 for each additional EVSE port
- OR**
- B.** The project site is located in the City of Tacoma municipal boundaries, but is located outside of the above zip codes it qualifies for:
- Up to 60% of the cost for project and equipment (maximum of two EVSE ports), not to exceed \$12,000
  - Up to 100% of utility upgrade costs to maintain local grid reliability, not to exceed \$25,000
  - \$2,000 for each additional EVSE port

### Public charging site selection criteria:

All project sites must meet **at least two** of the following criteria to qualify for funding:

- Intended users for installed chargers include more than one user type (public, workplace, fleet, residential, etc.)
- Located near publicly available restrooms
- Located near amenities or activities that are available to drivers during charging sessions (coffee shops, restaurants, parks, shopping/grocery stores, entertainment, etc.)
- Located in a City of Tacoma neighborhood business district
- Located near a freeway or main highway (destination charging)
- Lies in a target zip code, informed by our [Equity Map](#)\*

## ELIGIBILITY GUIDELINES

All projects must meet the following requirements:

1. EVSE is installed in a public area and accessible 24/7
2. Applicant agrees to install signage clearly identifying the charging site
3. Site must be registered on a public charging location service, (e.g. PlugShare.com)
4. Applicants agree to be included in a public notice issued by Tacoma Power to share site details, including but not limited to, web publications and social media promotions

## EQUIPMENT SPECIFICATIONS

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

### A. Equipment specifications:

- i. May be installed without specific manufacturer endorsement or certification
- ii. UL certified, ETL listed, or equivalent
- iii. Certified to operate outdoors and in extreme weather conditions
- iv. Includes a Society of Automotive Engineers J-1772 standard charging plug connector
- v. Includes a visual indicator of charger status that is easily discernable from 20 feet away
- vi. Light up screen is visible during daytime, nighttime, and twilight hours
- vii. Level 2 charging (minimum of 7.2 kW at 240/208 volts)

### B. Reporting specifications:

- i. 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.
- ii. Session level data must include:
  1. Unique transaction number
  2. Unique customer number
  3. Payment method per transaction
  4. Sales amount (total payment amount per transaction)
  5. Fees charged (itemized)
  6. Start/End time stamp or start time and duration for each transaction
  7. Start/End time stamp or start time and duration for each charging session
  8. Charging session peak kW utilization
  9. Charging session cumulative kWh consumption

### C. User payment specifications:

- i. Charging equipment must accept the following payment options:
  1. Telephone number for users to access verbal credit/debit payment
  2. Mobile application or virtual wallet payment
- ii. Capable of time used or kWh consumed fee structure
- iii. Phone support for users to help making payments, troubleshooting technical issues, or reporting downed service

### D. Other specifications:

- i. Phone and/or online support to support troubleshooting for site hosts
- ii. Open Charge Point Protocol 1.6 or Open ADR compliant