

# ELECTRIC VEHICLE SITE HOST TERMS AND CONDITIONS

## 1. Introduction

The Greater Washington Region Clean Cities Coalition (“GWRCCC”) is conducting a U.S. Department of Energy-supported Plug-In Electric Vehicle (“PEV”) demonstration project called the MidAtlantic Electrification Partnership (“Program”). Certain entities (“Site Hosts”) will participate in the Program by making electric vehicle charging stations available to PEV users.

\_\_\_\_\_ (“Site Host”) wishes to be a Site Host and participate in the Program. This agreement (“Agreement”) defines the terms and conditions under which GWRCCC will manage the Program and Site Host will participate in the Program.

## 2. Definitions

**EV Service Connection** – traditional utility infrastructure from the utility distribution system to the meter, which may include but is not limited to cable, conductors, conduit, transformers and associated substructures from the utility distribution system.

**EV Supply Infrastructure** – infrastructure from the meter (“but not including the meter”) to the parking space, this may include an electrical panel, cable and conduit necessary to deliver power to the parking space.

**Electric Vehicle Supply Equipment (“EVSE”)** – equipment used for charging PEVs, such as the conductors, including the ungrounded, grounded, and equipment grounding conductors, the electric vehicle connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatuses installed specifically for the purpose of delivering energy from the Premises wiring to the electric vehicle.

**EVSE Package** – includes the EVSE hardware, software, and network services from suppliers for use in the Program.

**Electric Vehicle Service Provider (“EVSP”)** – a company that meets the mandatory minimum requirements.

**Site Host** – the entity participating in the Program that operates, manages and maintains the Premises where the EVSE Packages are installed.

**Operations and Maintenance (“O&M”)**: - tasks and costs including but not limited to network fees, replacement of parts, and associated services necessary to keep the EVSE operational.

**Premises** - includes all of the real property and apparatus employed in a single enterprise on an integral parcel of land undivided, excepting in the case of industrial, agricultural, oil field, resort enterprises, and public or quasi-public institutions, by a dedicated street, highway or public thoroughfare or railway. Automobile parking lots constituting a part of and adjacent to a single enterprise may be separated by an alley from the remainder of the Premises served. All Premises must be reviewed by GWRCCC to determine where EVSE installation could be provided and at what cost. GWRCCC may agree to include some or all of the Premises in the Program.

**Custom Pricing** – An available rate option for all Site Hosts that participate in the Program. Under this option, the Site Host will be allowed to determine the pricing delivered to PEV users. The Site Host is required to submit to the Greater Washington Region Clean Cities Coalition the load management tactics it will implement at its location, including the prices or fees that it intends to levy on PEV users and any communication methods to be used to implement the load management tactics.

**Easement** – the right to cross or otherwise use another’s land for a specified purpose. A utility Easement outlines the utility company’s right to access and control the portion of the Premises that is located near utility facilities and structures; utilities may be granted a specific right to use a corridor on the Premises. In some cases, additional electrical equipment must be installed on the Premises near the EVSE(s). An Easement exists to ensure that the utility has access to the site to make repairs and also to help ensure uptime of the EVSE.

### **3. Specific Terms**

**Acknowledgement and Term:** The parties agree to abide by the terms and conditions of this Agreement for participation in the Program, including all requirements included by reference, for the duration of Site Host’s participation, which is a period of not less than five (5) years from the date Site Host’s EVSE Package becomes operational.

**Installation and Maintenance:** The Site Host who operates and maintains the EVSE installed on their property will be responsible for the installation and maintenance of the EVSE.

**Table 1: Electric Vehicle Charging Stations in the MAEP program**

Type of EVSE	Description
Level 2 Charging Station Networked	<ul style="list-style-type: none"> <li>• Chargepoint CPF50-L18 single port pedestal mounted 80A, Chargepoint software and data plan required - \$2500</li> <li>• Lite-On SC3 single port wall mounted 40A, Wifi/Ethernet/LTE, OpConnect app for access control and payment (shipping included) - \$1249</li> <li>• Clipper Creek HCS-40N-B single port pedestal mount Bluetooth connection, OpConnect app for access control and payment (shipping included) - \$1450</li> <li>• OpConnect pedestal for single mount - \$650</li> <li>• Dual Charger mounting kit - \$88</li> </ul>
Level 2 Charging Station Non networked	<ul style="list-style-type: none"> <li>• Gateway EV600 48A/11.5kW per port, 25 foot cable (shipping included) (\$1775), Pedestal with cable management (\$1150)</li> <li>• Webasto EVSE DX 32A wall mount - \$599. Pedestal \$499.</li> </ul>

Multifamily Level 2 Charging Station	<ul style="list-style-type: none"> <li>• Clipper Creek HCS-40N-B single pedestal mount Bluetooth connection, OpConnect app for access control and payment (shipping included) - \$1450</li> <li>• OpConnect pedestal for single mount - \$650</li> <li>• Dual Charger mounting kit - \$88</li> </ul>
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**Selection of EVSE Package:** Upon approval of application by GWRCCC, Site Host shall select one EVSE Package from the list of all available chargers and levels in Table 1. Site Host shall install, operate and maintain the number and type of the EVSE Package, associated equipment and signage as selected by Site Host and approved by GWRCCC. Site Host acknowledges that GWRCCC makes no representations regarding manufacturers, dealers, contractors, materials or workmanship of the EVSE Package. Site Host agrees that GWRCCC has no liability whatsoever concerning the quality and safety of such products except as set forth in this Agreement.

**Additional Services from EVSP:** Separate and apart from the application and GWRCCC's obligations under the Program, the EVSP selected by Site Host may offer and contract directly with the Site Host to provide any additional or complementary services, as long as these services do not interfere with the objectives of the Program. The costs of additional EVSP services, and any cost related to O&M of any additional EVSP services, will not be borne by GWRCCC, unless they are complementary services necessary to support the Program objectives and are prior approved by GWRCCC in writing.

**Installation of Equipment:** Site Host is responsible for providing all disclosures, including but not limited to hazardous materials, located at the site of the installation. A preliminary layout of proposed facilities will be provided to GWRCCC prior to final approval. GWRCCC and Site Host will approve the final design prior to construction beginning. Once design is approved, no material changes will be made without approval from GWRCCC and Site Host. An estimated installation schedule shall be provided by Site Host after timely selection of EVSE Package. Should the schedule require modification, Site Host shall notify GWRCCC within a reasonable amount of time of such changes. The Site Host and/or its contractors shall construct the EVSE, in compliance with the terms of this Agreement and all applicable local, state and federal laws and regulatory requirements. The Site Host is responsible for paying the upfront costs of the installation of the EVSE.

**Installation and Maintenance:** GWRCCC will, to the best of its ability, assess whether the installation complies with quality and safety standards before confirming project completion. Upon completion of installation of the EVSE, the Site Host understands and acknowledges that it will be responsible for the operation and maintenance of the EVSE installed through the Program. Notwithstanding the foregoing, GWRCCC assumes no liability for the installation, maintenance or use of the EVSE except as set forth in this Agreement.

**PEV Drivers Right to Access:** Site Host acknowledges and agrees that no person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by federal or District of Columbia constitutional or state laws shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of the Agreement. Unless the Site Host is a workplace or

Multifamily Housing Entity, the Site Host is responsible for providing access to installed EVSE to the public twenty four (24) hours a day, seven (7) days a week, or during designated business hours (as agreed upon with GWRCCC). Adequate space shall be provided, and reasonably maintained, to allow for PEV's to charge. Notwithstanding the foregoing, a Site Host for a multi-family application or workplace facility application may decide to make the EVSE available only to its employees or tenants, with appropriate access control.

Under the terms of the Program, Site Hosts for other types of applications should make the EVSE available to the general public.

**Duty to Notify:** Site Host has a duty to notify GWRCCC within 24 hours when Site Host becomes aware of any unsafe, inoperable or damaged equipment. In addition, Site Host shall promptly report all claims and/or incidents to GWRCCC or its designated representative(s), and shall promptly thereafter confirm in writing any injury, loss, or damage incurred by Site Host.

**Accessibility Requirements:** To the greatest extent practicable, the installation of the EVSE and EV Service Connection is required to comply with the Americans with Disabilities Act (ADA). Site Host is responsible for the costs of complying with these standards as they relate to the installation of EVSE and EV Supply Infrastructure. Site Host understands and accepts that such standards may impact parking layouts and reduce the number of non-accessible parking spaces available. Site Host understands and accepts that changes to initial design representations may occur during the design, construction and operational phases of the EVSE as may be dictated by design constraints, by law or regulation or by local jurisdictional authorities.

**EVSE Operation and Maintenance:** The Site Host is required to maintain the EVSE for the duration of this Agreement. Site Host will pay all operational costs associated with the EVSE. EVSEs will come with a limited warranty provided by the EVSE manufacturers. Site Host will pay all O&M costs associated with the EVSE after this warranty period expires. Site Host shall maintain a consistent uptime at the direction of GWRCCC for the EVSE installed. Site Host shall maintain the common area improvements immediately surrounding the EVSE in good condition, ordinary wear and tear accepted and will promptly notify GWRCCC of any known problems related to the EVSE. Such maintenance by Site Host of the immediately surrounding common areas shall include, but not be limited to, pavement maintenance and snow removal services.

**Compensation:** Under no conditions shall Site Host or PEV drivers receive compensation of any kind (including but not limited to cash, in-kind services, or otherwise) for any duties or requirements provided for in these terms and conditions or for participation in any way as part of the Program. Under no circumstances shall Site Host or PEV users receive compensation, related to participation in Program for costs including but not limited to easements, use of data for lawful purposes, loss of business activity during construction or maintenance activities, or any other inconvenience or loss, without limitation, except for compensation permitted under the terms of the pricing options described above.

#### **4. General Terms**

**Permission to Use Data:** Site Host agrees to allow GWRCCC, its employees, officers, agents and representatives to use data gathered as part of the Program for use in regulatory reporting, project reporting, industry forums, case studies or other activities, in accordance with applicable

laws and regulations. GWRCCC agrees to allow Site Host, its agents and representatives to use data gathered for use in regulatory reporting, project reporting, industry forums, case studies or other similar activities, in accordance with applicable laws and regulations.

**Representations:** Site Host understands that its participation in the Program shall not be construed as creating any agency or partnership, as set forth in subsection *No Partnership* below, nor create any obligations or responsibilities on their behalf except as may be expressly granted in writing, nor make any representations of any kind to this effect. Site Host represents and warrants that either (i) it is a fee title owner of the proposed Program site and has the ability to grant the Easement, or (ii) it otherwise has the power, authority and capacity to bind itself to undertake the Program terms and conditions and to perform each and every obligation required of Site Host, and such fee title owner has the ability to grant the Easement or compel such a grant from the fee title owner.

**Changes:** GWRCCC may initiate changes to the Program as necessary to comply with the associated federal agency requirements. GWRCCC shall endeavor to provide Site Host with advance notice of any such changes. Site Host has the option to opt out of the Program subject to section Site Host Removal or Termination.

**Compliance with Laws:** Both parties shall comply with all applicable federal, state, and local statutes, rules, regulations, laws, orders and decisions that relate to or govern its participation in the Program and/or Site Host's interactions with customers and PEV users in connection with the Program.

**Failure to Comply with Terms and Conditions:** Without limitation, and to the greatest extent allowed by law, GWRCCC and Site Host reserve the right to seek damages and recovery for losses incurred due to any breach of the Program terms and conditions on the part of Site Host or GWRCCC, whether intentional or unintentional.

**Relocations:** Should Site Host request relocation of EVSE or parts thereof, such relocation shall be per mutually agreeable terms and shall be at sole expense of Site Host and in accordance with any Program requirements, laws, regulations or other applicable jurisdictional requirements. Additionally, if applicable and if requested by GWRCCC, Site Host shall either amend the Easement to include the legal description of the new location.

**Termination or Suspension:** GWRCCC may terminate, or for any duration suspend, Site Host's participation in the Program, or operation of EVSE, with cause, after providing written notice of such cause and a thirty (30) day cure period, if applicable, to Site Host. Such reasons may include but are not limited to: failure to provide or maintain terms of Easement, failure to abide by Program terms and conditions, permitting issues, exceptional installation costs, environmental concerns, or any other reason(s) not in the best interests of the Program.

**Site Host Removal or Termination:** Should Site Host request removal or termination of EVSE or parts thereof prior to five (5) years from the operational date of the EVSE, Site Host shall bear full cost and sole expense of such removal as well as actual costs, as circumstances may dictate,

for losses incurred. Site Host may, at any time within the Program Term request from GWRCCC an estimation of projected and final costs associated with such a removal request. If the Site Host wishes to assign its rights and obligations of the EVSE Package to a new Site Host prior to five (5) years from the operational date of the EVSE, the new Site Host may assume all rights and obligations for the remaining term with GWRCCC consent. After five (5) years, if Site Host

requests removal or termination of the EVSE, Site Host shall de-energize the EV Service Connection and EV Supply Infrastructure and abandon conduit in place. The Site Host will be requested to return the EVSE to GWRCCC, unless the EVSE reaches the end of its life cycle.

**End of Term:** At the end of the five (5)-year term, the Site Host will have the following options:

1. Continue to own EVSE as a Site Host with continued responsibility for operation and maintenance of EVSE.
2. Remove the EVSE at Site Host's cost and expense, abandons EV Service Connection and EV Supply Infrastructure in place. GWRCCC delivers quitclaim for Easement and Easement is removed.

**Indemnification:** To the extent permissible under applicable local and state law, Site Host shall indemnify, hold harmless and defend GWRCCC, its affiliates, subsidiaries, parent company, officers, managers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), which arise from or are in any way connected with any: (i) injury to or death of persons, including but not limited to employees of GWRCCC or Site Host; (ii) injury to property or other interests of GWRCCC, Site Host, or any third party; (iii) violation of a local, state, or federal common law, statute or regulation, including but not limited to environmental laws or regulations; (iv) strict liability imposed by any law or regulation; so long as such injury, violation, or strict liability (as set forth in (i) - (iv) above) arises from or is in any way connected with Site Host's performance of, or failure to perform, this Agreement. This indemnification obligation shall not apply to the extent that such injury, loss or damage is caused by the negligence or willful misconduct of GWRCCC, its officers, managers, or employees. To the extent permissible under applicable local and state law, Site Host shall, on GWRCCC's request, defend any action, claim, or suit asserting a claim which might be covered by this indemnity, using counsel acceptable to GWRCCC, and Site Host shall pay all costs and expenses that may be incurred by GWRCCC in enforcing this indemnity, including reasonable attorney's fees.

**Insurance Requirements:** To the extent permitted by local laws or local policies, Site Host shall procure, carry and maintain the following insurance coverage:

**A. Personal or Commercial General Liability**

1. The limit shall not be less than One Million Dollars (\$1,000,000) each occurrence for bodily injury, property damage and personal injury.
2. Coverage shall: a) By "Additional Insured" endorsement add as insureds Greater Washington Region Clean Cities Coalition and GWRCCC Board of Visitors with respect to liability arising out of work performed by or for the 'Site Host'; b) Be endorsed to specify that the 'Site Host' insurance is primary and that any insurance or self-insurance maintained by Greater Washington Region Clean Cities Coalition shall not contribute with it.

**B. Additional Insurance Provisions**

1. Before commencing performance of work under this Agreement, Site Host shall furnish GWRCCC with certificates of insurance and endorsements of all required insurance for Site Host.

2. GWRCCC may inspect the original policies at any time.
3. Upon request, Site Host shall furnish GWRCCC evidence of insurance for Site Host's agents or contractors.

**Casualty:** If all or any portion of the EVSE on the Site are damaged or destroyed by fire or other casualty which materially and adversely affects the operation of the EVSE (any, a "Casualty"), Site Host shall have the right to terminate the Agreement by written notice to GWRCCC in which event the Agreement shall terminate on the date that is ten (10) days after the date of Site Host's termination notice and GWRCCC may elect to remove or replace the EVSE from the Site. In the event of any Casualty which materially and adversely affects the operation of the EVSE, GWRCCC shall have the right to terminate the Agreement by written notice to Site Host within fourteen (14) days after the Casualty, in which event the Agreement shall terminate on the date that is ten (10) days after the date of GWRCCC's termination notice and GWRCCC may elect to remove or replace the EVSE from the Site.

**No Partnership:** This Agreement shall not be construed as creating a partnership, joint venture, agency relationship, franchise or association, nor shall this Agreement render GWRCCC and Site Host liable as partners, co-venturers or principals.

**Enforceability:** If any of the provisions, or application of any of the provisions, of this Agreement are held to be illegal or invalid by a court of competent jurisdiction, GWRCCC and Site Host shall negotiate an equitable adjustment in the provisions of this Agreement with a view toward effectuating the purpose of this Agreement. The illegality or invalidity of any of the provisions, or application of any of the provisions, of this Agreement will not affect the legality or enforceability of the remaining provisions or application of any of the provisions of the Agreement.

**Integration:** This Agreement, including all items incorporated herein by reference, constitutes the entire agreement and understanding between the Parties as to the subject matter of the Agreement. It supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between parties, whether oral or written, express or implied, that relate in any way to the subject matter of this Agreement. This Agreement has been induced by no representations, statements or agreements other than those expressed herein. Neither party shall be bound by any prior or contemporaneous obligations, conditions, warranties or representations with respect to the subject matter of this Agreement.

**Survival:** The provisions of this Agreement which by their nature should survive expiration, cancellation or other termination of this Agreement, including but not limited to provisions regarding warranty, indemnity, insurance, confidentiality, document retention, business ethics and availability of information, shall survive such expiration, cancellation or other termination.

**Governing Law.** This Agreement shall be governed by the laws of the District of Columbia, without regard for its choice of law provisions.

**Conflict of Interest.** The Site Host warrants that no part of the total Agreement amount shall be paid directly or indirectly to an employee or official of the District of Columbia as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Site Host in connection with any work contemplated or performed relative to

this Agreement.

**Illegal Aliens.** Site Host attests that the Site Host will not knowingly utilize the services of illegal aliens in the performance of the Agreement and will not knowingly utilize the services of any contractor who will utilize the services of illegal aliens in the performance of the Agreement.

**Funding.** The Agreement is subject to the appropriation and availability of state and/or federal funds. GWRCCC may, upon written notice to the Site Host, terminate the Agreement in the event that funds are not appropriated or are otherwise unavailable for the Agreement's continuance.

**Iran Divestment.** Site Host certifies, under penalty of perjury, that to the best of its knowledge and belief, neither it nor any of its subcontractors, if applicable, is on the Iran Divestment Act list of entities or persons ineligible to contract with the District of Columbia.

**IN WITNESS WHEREOF:**

**SITE HOST:**

Printed Name of Entity

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Address

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Telephone Number (Primary)

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Telephone Number (Secondary)

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Email Address

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Signature

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Name

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Title

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Date

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**Greater Washington Region Clean Cities Coalition:**

Signature

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Name

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Title

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Date

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