



## Public EV Charger Rebate Agreement On Route DCFC

### Definitions

DAC: Disadvantaged Community

EV: Plug-in hybrid or battery electric vehicle

EVSE: Electric vehicle supply equipment used for charging Electric Vehicles

EV Service Connection: Traditional utility infrastructure to deliver power from the utility distribution system to the meter, which may include cable, conductors, conduit, transformer, and the meter

EV Supply Infrastructure: Infrastructure necessary to deliver power from the meter to the EVSE, which may include an electric panel, cable, and conduit

Legacy Network Provider: Provides charging station hardware, software, and support services under a separate purchase order agreement with Site Host to enable the operation of an EVSE

On Route: Location within one mile of a major throughway exit

Site Host: The entity participating in the Public EV Charger Rebate program that owns, operates, and maintains the EVSE and also the customer of record for DTE Electric that will be responsible for paying the corresponding electric bill

Site: The property controlled, owned or occupied by the Site Host where the EVSE will be installed

### Site Host Eligibility Requirements

To be eligible for the Public EV Charger rebate, the Site Host must meet the following requirements:

1. Be a non-residential customer of DTE Electric that is current on payments and in good standing;
2. Be On Route located within one mile of a major throughway exit;
3. Have the right to install, own, operate, and maintain EVSE(s) on the Site, which must reside within DTE Electric territory, in accordance with the Terms & Conditions below; and
4. Customer agrees to install, fund, own, operate and maintain new EVSE(s) for a period of at least 5 years. Site host agrees to install a separate meter dedicated to powering the EVSE(s) while committing to a 97% uptime for each installed charger.

## Terms & Conditions

By submitting an application for the Public EV Charger rebate, the Site Host agrees to the following Terms & Conditions:

1. Site Host understands and agrees to the Site Host Eligibility Requirements, agrees to provide all required documents<sup>1</sup> in the application process and thereafter, and represents and warrants that the information submitted is true, complete, and accurate;
2. Site Host represents and warrants that it has the right to install, own, operate, and maintain charging equipment on the Site. Without limiting the foregoing sentence, if the Site Host does not own the Site in fee, they shall obtain any required approvals from property owners, landlords, and/or corporate offices to install EVSE(s) on the Site and provide written evidence of such approvals to DTE Electric upon DTE Electric's request;
3. Site Host agrees to install a minimum of 2 DCFCs per site;
4. DCFC Chargers must be capable of 150 kW output. For a dual dispenser DCFC to count as two chargers, both dispensers must be capable of outputting 150 kW output while in simultaneous use;
5. If applicable, Site Host authorizes the Legacy Network Provider to share the charging station utilization data with DTE Electric, which will not include any personally identifiable information;
6. Any information provided in the application or collected by DTE Electric regarding the Site Host's participation in the Public EV Charger Rebate Program may be used internally by DTE Electric and may be made available on an aggregated, non-personally identifiable basis to the Michigan Public Service Commission and other third parties as deemed appropriate by DTE Electric and consistent with its data privacy rules;
7. Site Host agrees to establish and pay in full for any necessary electric service orders with DTE Electric for the scheduling and installation of distribution system upgrades for the EV Service Connection;
8. Site Host will identify and contract with a licensed electrician to perform any EV Supply Infrastructure upgrades required;
9. Any decisions regarding the selection, design, purchase/lease, use, and operation of any program-eligible EVSE and the electric contractor performing the work shall be at the sole discretion and are the sole responsibility of the Site Host; Site Host understands and agrees that DTE Electric has no obligation to repair or replace Site Host's EVSE(s) for any reason;
10. Site Host and/or its licensed electrician will obtain all necessary approvals, permits, and licenses for the installation and operation of the EVSE(s) and for any EV Supply Infrastructure upgrades;
11. Site Host agrees to install EVSE(s) in compliance with all federal, state, and local laws and codes, and to follow all applicable electric codes and standards without requesting a variance;
12. EVSE(s) will be visible and accessible for use by its primary users (e.g., public, etc.) except for safety and/or maintenance purposes;
13. DCFCs must be publicly accessible at all times;
14. EVSE(s) must be maintained and in good working order with a minimum uptime of 97%<sup>2</sup> at the Site Host's expense for at least 5 years after the installation date; Failure of Site host to maintain 97% uptime in any calendar year disqualifies Site Host and other affiliated persons from future Public EV Charger Rebates;
15. For a period of 5 years after the installation date, Site Host will provide DTE Electric with access, and allow DTE Electric to inspect the EVSE(s). Site Host will rectify any issues at Site Host's sole expense that DTE Electric identifies during that period;
16. Site Host will notify DTE Electric of any vandalism or user-caused damage to the EVSE(s);
17. Site Host will pay the electricity costs for the EVSE(s) under its selected rate;

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<sup>1</sup> Required documentation includes a completed Electrical Load form, New Service Request Application, and Foreign Corrupt Practices Act questionnaire, along with a Site Plan, Riser Diagram, Property Deed or other definitive evidence of ownership or the right to control the property on which the EVSE(s) will be installed for at least 5 years, W9, and photos of the chargers once they are in-service

<sup>2</sup> 97% uptime requirement for site hosts participating in the Public EV Charger Rebate Program established by Michigan Public Service Commission (MPSC) [Order](#) in Case No. U-20836.

18. Site Host will charge a transparent price easily identifiable to EV drivers for EV charging services, taking on-site needs and fuel cost savings into consideration of its pricing strategy;
19. Site Host agrees to participate in DTE Electric surveys related to its experience with the rebate, charging stations, EV drivers, etc.;
20. Site Host must register their EV site with [AFDC](#)<sup>3</sup>;
21. Site Host must install a second DTE Electric meter dedicated to the EVSE(s);
22. EVSE(s) must be accessible to and usable by people with disabilities consistent with and as required by the Americans with Disabilities Act and the Architectural Barriers Act;
23. EVSE(s) will be located in an area that is well lit;
24. Upon receipt of all documentation and validation of compliance, DTE Electric will provide a rebate to the Site Host at an amount of up to \$50,000<sup>4</sup> per on route DCFC and up to \$70,000<sup>4</sup> per on route DCFC in a DAC;
25. The rebate amount and availability is subject to change at any time. DTE Electric reserves the right to recoup the rebate amount on a prorated basis if any of the Terms & Conditions are not met;
26. Site Host is responsible for paying all tax liability imposed as a result of receiving the rebate;
27. If the Site Host decides to remove the EVSE(s), the Site Host understands and agrees to properly remove and dispose of or recycle or de-energize the EVSE(s) in accordance with all applicable laws and regulations at the Site Host's sole expense;
28. DTE Electric makes no promises, representations, or warranties regarding whether the Site Host will or will not qualify to receive or actually receive a rebate; and
29. Site Host agrees to collaborate in good faith with and/or include DTE Electric in advance in all media outreach, press releases, and/or events regarding the Rebate.
30. Site Host agrees that Site Host and DTE Electric are not creating any partnership, joint venture, or agency, obligations between Site Host and DTE Electric.

### **No Joint Venture**

DTE Electric and Site Host are not partners, agents or joint venturers with each other, and this Agreement is not intended to nor shall it be construed to create a partnership, joint venture, or agency relationship between DTE Electric and Site Host. Site Host shall complete the Work according to Site Host's own procedures, techniques, sequences, means and methods of work, which shall be in the exclusive charge and control of Site Host, and which shall not be subject to the control and supervision of DTE Electric.

### **Release & Indemnification**

A. Site Host covenants and agrees that it shall defend, indemnify and hold DTE Electric and all of its affiliates, officers, agents and employees (collectively, "DTE Electric Indemnitees") harmless for any claim, loss, damage, cost, charge, expense, lien, settlement or judgment, including interest thereon, whether to any person, including employees of Site Host, its Subcontractors and Suppliers, or property or both, arising directly or indirectly out of or in connection with Site Host's or any of its Subcontractor's or Supplier's participation in the Public EV Charger Rebate Program or performance of this Agreement, to which any DTE Electric Indemnitee may be subject or put by reason of any act, action, neglect or omission on the part of Site Host, any of its Subcontractors or Suppliers or DTE Electric, or any of their respective officers, agents and employees. Without limiting the foregoing, said obligation includes claims involving Site Host's, Supplier's or Subcontractor's employees injured while going to and from any location directly or indirectly involved with the Public EV Charger Rebate Program or performance of this Agreement. If this Agreement is one subject to the provisions MCL 691.991, then Contractor shall not be liable under this section for damage to persons or property directly caused or resulting from the sole negligence of DTE Electric, or any of its officers, agents or employees.

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<sup>3</sup> [Alternative Fuels Data Center: Alternative Fueling Station Locator \(energy.gov\)](#)

<sup>4</sup> Electric Choice customers' rebates shall be reduced to 34% of the established rebate amounts.

B. In the event any suit or other proceedings for any claim, loss, damage, cost, charge or expense covered by Site Host's foregoing indemnity should be brought against any DTE Electric Indemnitee, then upon DTE Electric's request Site Host hereby covenants and agrees to assume the defense thereof and defend the same at Site Host's own expense and to pay any and all costs, charges, attorney's fees, and other expenses, and any and all judgments that may be incurred by or obtained against any DTE Electric Indemnitee in such suits or other proceedings. In the event of any judgment or other lien being placed upon the property of DTE Electric or its affiliates in such suits or other proceedings, Site Host shall at once cause the same to be dissolved and discharged by giving bond or otherwise.

**Limitation of Liability**

Except as may be expressly stated elsewhere in this Agreement, neither party shall be liable to the other party for incidental, indirect, or consequential damages, including, but not limited to, loss of profits or revenue.

**Signature**

By signing and uploading the Public EV Charger Agreement to the PowerClerk website, the Site Host is agreeing to all of the above Terms & Conditions.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

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