

Connecticut Electric Vehicle Charging Program Participant Agreement

Commercial EV Infrastructure Terms & Conditions

The Participant agrees to enroll in the Connecticut (“CT”) Electric Vehicle (“EV”) Charging Program for Commercial EV Infrastructure (“Program”) managed by The United Illuminating Company (“UI”) pursuant to these terms and conditions (“Terms and Conditions” or the “Agreement”), set forth herein.

1. Definitions

- 1.1 “Affiliate” means any Person controlling, controlled by, or under common control with, any other Person; “control” shall mean the ownership of, with right to vote, 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such Person.
- 1.2 “Agreement” means the Application, these Terms and Conditions and any exhibits and attachments which are incorporated and made a part of this Agreement.
- 1.3 “Application” means the Connecticut Electric Vehicle Charging Rebate-Commercial Application, including any attachments, exhibits, and these Terms and Conditions.
- 1.4 “EVSE” means the Electric Vehicle Supply Equipment.
- 1.5 “Data Validation Test” means a test of the Equipment’s ability to communicate EVSE Utilization Data to UI or its contractor.
- 1.6 “Equipment” means the EVSE and Participant’s Electric Distribution System Upgrades.
- 1.7 “Equipment Activation Date” means the date upon which the Participant activates the Equipment installed on the Site.
- 1.8 “EVSE Vendor” means any Qualified vendor of EVSE and/or EVSE data systems including but, not limited to manufacturers, network providers and other third-party operators other than the Participant.
- 1.9 “EVSE Utilization Data” means charging station utilization information defined by the Program Decision provided by the Participant to UI or its contractor, which includes, but is not limited to, the data points listed in Appendix A to this Agreement.
- 1.10 “Initial Term” has the meaning set forth in Section 2 below.
- 1.11 “Make-Ready Electric Upgrades” means (i) UI Electric Distribution System Upgrades and (ii) Participant’s Electric Distribution System Upgrades.
- 1.12 “Make-Ready Incentive” means UI’s financial contributions toward the Make-Ready Electric Upgrades as defined above.
- 1.13 “EVSE Incentive” means UI’s financial contributions toward the cost of purchasing Qualified EVSE.
- 1.14 “UI Electric Distribution System Upgrades” means electrical infrastructure that is required to install new EVSE, owned and operated by UI, including, but not limited to, transformers, and new or upgraded electric services.
- 1.15 “Participant’s Electric Distribution System Upgrades” means electric infrastructure that is required to install new EVSE, owned and operated by an entity other than UI, including, but not limited to, installation of wire and conduit, transformers, or mounting hardware from the Participant’s electrical panel to the EVSE stub.
- 1.16 “Person” means any natural person, individual, firm, corporation, company, partnership (general or limited), limited liability company, business trust, joint venture, consortium, government or political subdivision, or any agency, instrumentality, or authority of any government or political subdivision, or other entity or association.
- 1.17 “Program Materials” means the documents and information provided by UI, and other Program requirements, which may include, without limitation, Program guidelines and requirements, application forms, terms and conditions, and other correspondence or literature regarding the Program.
- 1.18 “Program Decision” means the Final Decision(s) in Docket No. 17-12-03RE04, PURA Investigation into Distribution System Planning of the Electric Distribution Companies-Zero Emission Vehicles, July 14, 2021, Docket No. 21-08-06, Annual Review of the Electric Vehicle Charging Program-Year 1, December 15, 2021, Docket No. 22-08-06, Annual Review of the Electric Vehicle Charging Program-Year 2, December 14, 2022 and any subsequent Final Decisions issued by PURA in any future proceedings related to the CT EV Charging Program
- 1.19 “Participant” means the nonresidential electric customer of UI who satisfies the Participant eligibility requirements below.
- 1.20 “Qualified” Only new EV chargers listed in the EV Charger Qualified Product List are eligible for incentives. For a complete list of qualifying EV chargers, check our website.
- 1.21 “Site” Prewiring of electrical infrastructure at a set of parking spaces to facilitate cost-efficient installation of a bank of electric vehicle supply equipment (EVSE), either Level 2 or DCFC, on a property within UI’s service territory owned or controlled by the site host. A site may include a service panel, junction boxes, conduit, wiring and other components necessary to make a particular location able to accommodate a bank of EVSE. The maximum incentives shall apply to each site. A site host may have more than one site at a single property to the extent that each site meets the specific electrical infrastructure criteria as defined.
- 1.22 “Site Host” The fee owner of Site or has a long-term (10 years or longer remaining term) lease or ground lease of the Site. The Site Host may or may not be the Equipment Owner.
- 1.23 “Term” means the Term as set forth in Section 2 below.

2. Term.

The term of this Agreement will commence on the Effective Date and conclude five (5) years from the Equipment Activation Date (“Initial Term”).

3. Participant Eligibility Requirements and Representations and Warranties.

3.1 The Participant represents and warrants that it is (i) a non-residential electric customer of UI, and (ii) the owner of the Site or has the right and/or express written authority to install the Equipment on the Site. As evidence of (ii), to UI's reasonable satisfaction, Participant shall provide to UI: an affidavit attesting that Participant owns the land on which the EVSE will be installed; a fully-executed, valid lease for the Site for a term of 10 years or longer; or express written consent from the landowner allowing the EVSE installation at the Site.

3.2 The Participant agrees to install program approved EVSE consistent with the Program Decision, perform the required Participant Make-Ready Upgrades and establish any necessary electric service orders with UI.

3.3 Participant agrees to install Equipment in compliance with all federal, state and local laws and/or codes, and to follow all applicable electric codes and standards.

3.4 The Participant represents and warrants that the information it submitted on its Application for Program participation is true, complete and accurate.

4. Participant Obligations.

The Participant shall:

4.1 Install program approved equipment listed on the EV Charger Qualified Product List.

4.2 Complete construction of EVSE and Participant's Electric Distribution System Upgrades within one year of approved Application or else describe in detail, to UI's reasonable satisfaction, the conditions that have delayed construction. In the event of such a delayed construction schedule, Participant agrees to diligently pursue completion of construction.

4.3 Provide estimates of the cost of Participant's EVSE and Electric Distribution Upgrades to UI so that UI may calculate the Program Incentive for which the Participant is eligible.

4.4. Inform UI of any material changes in Participant's Electric Distribution Upgrades that result in a change of approved costs and/or construction schedule.

4.5 Obtain all necessary approvals, permits and licenses for the installation and operation of Equipment.

4.6 Notify UI of any vandalism, malfunction or suspected malfunction of the Equipment.

4.7 Rectify issues identified during a post inspection review conducted by UI or its contractor pursuant to Section 10.2 below.

4.8 Be accessible to UI and, as requested from time to time by UI, to answer UI's or its contractor's questions regarding the performance of the EVSE.

4.9 Not cause or permit the Equipment to become subject to any mortgage, lien, security interest or other encumbrance.

4.10 Perform Participant's Electric Distribution System Upgrades required to support the activation and operation of the EVSE on the Site.

4.11 Ensure Equipment meets UI's or its contractor's Data Validation Test prior to Equipment Activation Date.

4.13 Maintain all Equipment in a safe manner pursuant to Section 7 below.

4.14 Ensure EVSE on the Site is visible and accessible for use pursuant to Section 9 below.

4.15 Provide the required documentation and invoices to UI pursuant to Section 8 below.

4.16 Pay the electricity costs for EVSE on Site.

4.17 Agree to participate in future mandated Managed Charging programs for Light Duty Fleet applications where no chargers are available to the public.

5. UI Obligations.

UI or its contractor will:

5.1 Install and maintain any necessary UI Electric Distribution Upgrades at the Site.

5.2 Pay the applicable portion of the Program Incentive to the Participant after the Equipment has reached the Equipment Activation Date and following receipt of invoices and required documentation from the Participant.

6. EVSE Utilization and Reporting.

Participant shall authorize the EVSE Vendor to provide UI and its contractor, the EVSE Utilization Data and EVSE Financial Data on a quarterly basis dictated by the Program Order for the Term of this Agreement.

7. EVSE, Installation and Maintenance.

The Participant shall purchase Qualified EVSE and shall install the EVSE on the Site. Except as otherwise provided hereunder, neither UI nor its contractors or agents shall be responsible for performing any work in connection with the installation of EVSE. The Participant understands and agrees that after the EVSE is installed, the Participant shall operate and maintain the EVSE, or cause the EVSE to be operated and maintained, in a safe manner and in accordance with the manufacturer's recommendations and these Terms and Conditions herein. The Participant shall, at the Participant's sole expense, be responsible for any necessary repair and replacement of the EVSE and/or replacement any necessary parts of the EVSE.

8a. Incentive Processing.

UI must preapprove the cost of the EVSE and Participant's Electric Distribution Upgrades prior to the Participant or its contractor commencing any work on such upgrades. The Participant shall provide UI with reasonable, estimated, and properly documented costs for the Participant's Make-Ready Electric Upgrades and installed EVSE. UI will assess the costs associated with the purchase of the EVSE, Participant's Make-Ready Electric Distribution Upgrades and the UI Electric Distribution Upgrades to determine the Program Incentive for which the Participant is eligible. UI will then pay the applicable portion of the Program Incentive to the Participant following the receipt of invoices and required documentation from the Participant.

8b. Underserved communities.

The State of Connecticut updates the Distressed Municipality list every year in late August or early September. Respectively the Environmental Justice Communities Map is updated to reflect these changes. Applications received within 60 days of changes to this map will be considered for review and approval under the previous map version. Applicant is required to submit a copy of contractor proposal dated prior to this 60 day grace period. If an approved Baseline application becomes listed as an Environmental Justice Community during an annual map update, it will not be eligible for the Underserved Community incentive amounts..

9. Access.

Participant shall allow UI or its contractor access to the Site to: (i) perform verification of the installation and activation of EVSE during the Term; and (ii) to prepare the Site for work required in connection with the Program including, without limitation, for certain assessments required for an Application, the installation of Electric Distribution Upgrades and or new service, inspection (post and periodic) of the EVSE, emergency or maintenance issues relating to the UI Electric Distribution Upgrades. The Participant shall cooperate in good faith with UI to obtain easement(s), as necessary, including promptly signing any required applications. UI may record a "Standard Form Notice of Contract" in lieu of an easement to evidence its right to access the Site.

10. Monitoring and Inspection.

10.1 UI or its contractor may access the Site to perform an initial site assessment, as well as verification of installed Equipment.

10.2 The Participant shall address and resolve any and all issues discovered by Participant or identified during an inspection by UI and communicated to the Participant by UI. Participant shall resolve issues in order to be eligible for any of the Program Incentive from UI.

10.3 UI may monitor the use of the EVSE and periodically inspect the same in order to verify Participant's compliance with the Agreement and Program requirements and to obtain certain information, including, without limitation, usage information, and Participant's participation in its obligations and duties under this Agreement.

10.4 Participant shall cooperate in good faith with UI and/or its contractor and provide any requested information in connection with UI's monitoring and inspections of the EVSE or the Electric Distribution Upgrades. Participant understands and agrees that neither UI nor its contractor shall perform any kind of safety, code or other compliance review of the EVSE or the Site.

11. Program Participation and Modification.

Once the Participant submits the Application and required documentation to UI, UI shall inform the Participant in writing regarding the Participant's eligibility and participation in the Program. UI retains the right, in its sole discretion, to modify the Program. Such approval shall be incorporated into this Agreement when signed by UI and added to this agreement as an appendix. For L2 installations, applications will be reviewed and approved on a first come basis. For DCFC installations, the application period will be open from March 15 to June 1, 2023. Applications will be reviewed and approved subject to review criteria establish by PURA in Docket # 22-08-06.

In addition, PURA requires that all light-duty fleet owner/operators receiving an incentive through the Program who install *non-public* Level 2 EVSE or DCFCs are required to participate in one of the managed charging options (to be defined) for a minimum of two years.

If Participant fails to provide UI the EVSE Utilization Data in accordance with Section 6 of these Terms and Conditions and with the Program requirements, it may no longer be eligible for new or future Program Incentive payments and, at UI's discretion, shall be subject to claw back of the Program Incentive payments received or revocation of service. Participant may assign its entitlement to receive UI's Program Incentive payment to a third-party – such as an Equipment installer – provided it has obtained UI's express written authorization; however, such an assignment does not relieve Participant of its obligations under this provision or these Terms and Conditions in general.

12. Termination.

12.1 UI may, in its sole discretion, at any time and without notice, terminate this Agreement for convenience or cause.

12.2 The Participant may terminate this Agreement before the expiration of the Initial Term.

12.3 If UI terminates this Agreement for cause or the Participant terminates the Agreement before the end of the Initial Term, the Participant shall be solely responsible for reimbursing UI for the straight-line depreciated (over 5 years) installation costs for the Make-Ready Upgrades.

13. Name and Logo Use.

The Participant shall not use UI's name or logo without express written authorization from UI. Any authorized use of UI's name and logo must be reviewed and approved by UI and such use must strictly adhere to such UI's specific name and logo use/branding requirements.

14. Confidentiality.

The Participant grants to UI the right to use and reference for promotional and regulatory purposes the Participant's participation in the Program. UI shall keep in strict confidence any Participant confidential information and any confidential EVSE Utilization Data. UI shall exercise reasonable care to maintain the confidentiality and shall not disclose confidential information to any third parties, except to the extent expressly permitted by these Terms and Conditions.

15. Liability.

The Participant shall be liable for any claims, liability, losses, damages and costs to the extent arising from any act of omission on the part of the Participant or its contractors, employees or any other person for whom the Participant is legally responsible who causes injury to persons (including death) or damage to electric systems or property except to the extent liability results from the gross negligence or willful misconduct of UI. With the exception of the Participant's indemnity obligations hereunder, neither the Participant nor UI shall be liable under this Agreement for any special, indirect, incidental, penal, punitive or consequential damages of any nature. With the exception of third-party claims for personal injury or property damage, UI's liability to the Participant under this Agreement, regardless of the number of claims, shall not exceed to the total amount of the Program Incentive associated with the Participant's Electric Distribution System Upgrades paid by UI to the Participant under this Agreement. The provisions of this Section shall survive the termination or expiration of the Agreement.

16. Indemnification.

The Participant shall indemnify, defend and hold harmless UI, its affiliates and their respective contractors, officers, directors, employees, agents, representatives from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees and costs incurred to enforce this indemnity) brought by or on behalf of third parties (collectively, "Loss") to the extent arising out of or resulting from the Participant's participation in Program or the Participant's acts or omission with respect to the Program or this Agreement (as well as those acts and omissions by Participant's contractors, representatives or agents), except to the extent that such Loss results from the gross negligence or willful misconduct of UI. This Section shall survive the termination or expiration of the Agreement.

17. Disclaimer of Warranties.

Except as expressly stated herein, UI makes no representations, warranties or guarantees in connection with the Agreement. UI does not make any representations of any kind regarding the benefits, adequacy or safety of the EVSE. The Participant understands and agrees that UI is not a manufacturer of, or regularly engaged in the sale or distribution of, or an expert with regard to the EVSE or any related work. The Participant further understands and agrees that neither UI nor its contractor shall perform any kind of safety, code or other compliance review of the EVSE or Site. This Section shall survive the termination or expiration of the Agreement.

18. Removal of Equipment.

The Participant understands and agrees that as a condition of participation in the Program it must properly remove and dispose of or recycle the EVSE in accordance with all applicable laws and regulations. The Participant further understands and agrees to pay the cost to remove the Participant's Make-Ready Electric Upgrades should the Participant desire removal of such upgrades.

19. Compliance with Laws.

The Participant shall, and shall require its subcontractors, agents and employees to, comply with all applicable Federal, state and local directives, requirements, rules, regulations, laws and ordinances, whether the same are in force upon the execution of the Agreement or may in the future be passed, enacted or directed, including without limitation, compliance with the safety rules and regulations and standards adopted under the Occupational Safety and Health Act of 1970 (OSHA), as amended from time to time.

20. Notice.

All notices, requests, approvals and other communications which may or are required to be given by either party to the other under this Agreement shall be deemed to have been sufficiently given for all purposes hereunder when delivered personally or mailed by registered or certified mail (i) if to UI at 180 Marsh Hill Road, Orange, CT 06477, Attention: Program Manager Electric Vehicles; and (ii) if to the Participant, at the address of the Site as set forth in the Application.

21. Governing Law.

The Agreement shall be interpreted and enforced according to the laws of the State of Connecticut without regard to its conflicts of law principles. Any controversies arising out of the Agreement shall be submitted only to the courts of State of Connecticut. The Participant hereby submits to the courts of State of Connecticut for the purposes of interpretation and enforcement of this Application and its Terms and Conditions.

22. Assignment.

This Agreement may not be assigned by the Participant without the express written consent of UI.

23. Amendment.

There shall be no amendment to this Agreement or any Program guidelines as related to Participant's participation unless such is made by UI and mutually agreed upon by Participant and UI.

24. No Third-Party Beneficiaries.

This Agreement does not grant any rights to any third parties.

25. Entire Agreement.

This Agreement constitutes the entire agreement between UI and the Participant with respect to the subject matter hereof, and any and all previous representations or agreements with respect to such subject matter, either oral or written, are hereby annulled and superseded. In the event of any conflict or inconsistency between the Agreement and any other Program Materials, the Agreement shall be controlling.

Participant has read, understands and agrees to these Terms and Conditions

APPENDIX A

Charging Session Data Description

Unique identification number of the charging session
Unique identification number of the vendor provided by UI
Unique identification number of the site provided by UI
Unique identification number of the EVSE
Unique identification number of the port
EVSE's manufacturer model number approved by UI
Number of ports on the EVSE
Charge start date and time
Charge end date and time
Charge duration; the time of power being provided to EV
Session (connection) start date and time; when port is connected to the EV
Session (connection) end date and time; when port is disconnected from the EV
Session (connection) duration; the time the charge port is physically connected to the EV
Energy (kWh) usage per session
Peak demand (kW) per session
Persistent Peak demand (kw) (optional)
Average demand (kW) per session
Fees charged to end user
User's vehicle make (optional)
User's vehicle model (optional)
Anonymous user ID (optional)

Interval Data Description

Unique identification number of the charging 15-minute interval
Unique identification number of the charging session that includes the interval
Unique identification number of the vendor provided by UI
Unique identification number of the site provided by UI
Unique identification number of the EVSE
Unique identification number of the port
Interval start date and time
Interval end date and time
Energy (kWh) usage per interval
Peak demand (kW) per interval
Average demand (kW) per interval

APPENDIX B

DCFC Selection Criteria:

DCFC applications will no longer be on a first come first serve review and approval cycle. Applications will be accepted through June 1, 2023, at which time all applications will be scored on these new criteria. Those projects with the highest scores (up to 100 points maximum) will be selected until funds are exhausted. Waitlisted applicants from 2022 will be required to re-apply for these DCFC incentives. Criteria for requirements and prioritization are as follows:

1. **Minimum Requirements Criteria:** In order to move forward for consideration of program funding:
 - a) Sites must be publicly available and not located at a workplace;** To qualify for funding, the participant must allow general public practical access to, and use of, the parking space and charging station for seven days per week, at least 12 hours per day. Workplace sites are excluded from consideration where charging spaces are dedicated for the use of employees and not intended for general public use.
 - b) Sites must not be eligible for Phase 1 of ConnDOT's NEVI Plan.** If a site is eligible for NEVI funding based on the site's proposed location, it must instead seek funding through ConnDOT and are ineligible for DCFC funding through this CT EV Charging Program.
2. **Prioritization Criteria:** For those sites that meet the minimum requirements above, the program will score each application on the following prioritization criteria:

Criteria	Prioritization Factor	Metric	Points
2a	Application includes futureproofing measures	All Points: Futureproofing measures are included in the project; awarded incentive is below maximum incentive cap. Half Points: Futureproofing measures are included in the project; awarded incentive is at maximum incentive cap. No Points: No futureproofing measures are included in the project.	10
2b	Number of Ports at Site	All Points: ≥5 Half Points: 3-4 No Points: 2	30
2c	Avg kW per Port	All Points: ≥150kW Half Points: 100-149 kW No Points: <100 kW	40
2d	Geographically distribute DCFC ports ranked by town based on population and number of existing and program funded publicly accessible DCFC ports.	All Points: Towns with no or relatively low number DCFC ports per person: Ansonia, Derby, Easton, Hamden, New Haven, North Branford, and Woodbridge Half Points: Towns with medium number of ports per person: Bridgeport, East Haven, Milford, Shelton, Trumbull, and West Haven No Points: Towns with relatively high number of ports per person: Fairfield, North Haven, Orange, and Stratford	20