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**NH ELECTRIC COOPERATIVE'S (NHEC) 2019 RESIDENTIAL OFF PEAK ELECTRIC VEHICLE CHARGING STATION PROGRAM TERMS & CONDITIONS**

**1. Incentives**

Subject to these terms and conditions, NHEC will award incentives to eligible participants of the Residential EV Off-Peak Charging Program for the installation of up to two Level 2 electric vehicle (EV) charging stations. Residential members may self-install, but it is strongly recommended members use the services of a licensed electrician. All installations must comply with NHEC requirements (reference NHEC's Electric Service Handbook found on our website), and all applicable local, State of NH, and National codes. Applications must be received and pre-approved prior to the installation of the system.

To receive the incentive, the EV charging station and meter socket must be fully installed with the exception of a revenue grade meter that a NHEC representative will set at the post installation inspection. All documentation must be received by NHEC no later than 12/31/2019 in order to be eligible for this incentive.

To the extent that funds are available, the following incentives will apply:

<b>Total Incentive</b>
\$300 Per Charger, with a maximum of \$600 per property.
<i>*The incentive amount shall not exceed the installation cost of the EV Charger and secondary meter socket.</i>

**2. Program Requirements**

- ☐ This program is only available to NHEC Residential Members.
- ☐ By receiving the incentive, the member agrees to participate in the EV Time-of-Use rate. Only the kWh use recorded on the EV meter serving the charging station will be billed at the EV Time-of-Use rate.

<p><b>Off Peak Hours:</b> 9pm – 7am Monday through Friday. Weekends and major holidays* (All kWh used during this time will be billed at a lower rate than the standard, B, rate)  <i>*As defined in NHEC Terms and Conditions Section J – Classification of Service</i></p>
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<p><b>On Peak Hours:</b> 7am – 9pm Monday through Friday.  <i>(All kWh used during this time will be billed at a higher rate than the standard, B, rate)</i></p>
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- ☐ For the current EV Time-of-Use rate, reference NHEC's Schedule of Rates. Please note – rates are adjusted three times annually.
- ☐ The member must install a UL listed Level 2 or larger charging station.
- ☐ The member is responsible for the maintenance of the EV Charger and electrical circuitry serving the charger.
- ☐ The member agrees to stay on the EV Time of Use rate for one (1) year.
- ☐ Members with an interconnected Net Metered system at their property will require a separate electrical account for the EV meter



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- ▮ As part of the installation and at the member's expense, an approved meter socket must be installed on the exterior of the building in-line with the circuit serving the charging station. After the installation has been completed, NHEC will install a revenue grade EV sub-meter to record the Time-of-Use KWh.
- ▮ The member must submit the EV charger proposal to NHEC for review and pre-approval of incentive prior to installation.
- ▮ The member must submit copies of the paid invoices for material and labor once the installation is complete.

### **3. Member Eligibility**

Funds will be allocated on a first-come, first-served basis. Charging station systems must be installed in NHEC's service territory (at an active member account). NHEC reserves the right to limit each member to two incentives.

### **4. Completed Application**

Receipt by NHEC of the completed application will put the member in the queue for an incentive.

### **5. Pre-Approval and Pre-Installation**

Before installation begins, pre-approval from NHEC is required. After an application is approved by NHEC, the member will receive written notification of approval. NHEC reserves sole discretion to approve or disapprove of any EV Charging Station system proposed. Submission of an application does not entitle the member to program participation. Participation can only occur after NHEC has given written approval.

### **6. Monitoring and Evaluation Follow-up Visits**

NHEC reserves the right to make a reasonable number of follow-up visits after the actual project completion date.

### **7. Schedule for Incentive Payment**

NHEC expects all incentives to be paid within 45 days after the project completion. Project completion includes:

- a) Completed installation of the EV Charging station system with the exception of the revenue grade meter that NHEC will install at the post installation inspection.
- b) Receipt of a copy of the paid installation invoice.
- c) Post installation inspection by NHEC
- d) NHEC's acceptance of the above, all in accordance with the specifications outlined elsewhere in the Terms & Conditions.

Please contact the program administrator to schedule the EV Charging Station system post inspection.



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#### **8. Cancellation of the Program**

NHEC may change and/or cancel the program requirements, incentives, and/or Terms and Conditions at any time without prior notice to members. In the event of a program change, pre-approved applications will be processed to completion under the Terms and Conditions in effect at the time of pre-approval.

#### **9. Publicity of Member Participation**

NHEC may wish to publicize your participation in the program, the results, the amount of incentives paid to participants, and any other information which reasonably relates to participation in this program without compromising your reasonable expectations of confidentiality.

#### **10. Installation/Completion Schedule Requirements**

Incentive funding will be held in queue for a period of 90 days from the date of the application pre-approval to the date of project completion. All projects must be completed within 90 days of pre-approval and invoiced on or before December 31, 2019

#### **11. Limitation of Liability and Indemnification**

NHEC's liability under these Terms and Conditions will be limited to paying the incentive amounts specified herein. NHEC and any of its affiliates, consultants, or contractors shall not be liable for any consequential or incidental damages or for any damages in tort (including negligence) caused by any activities associated with these Terms and Conditions or in the Program.

The member shall protect, indemnify, and hold harmless NHEC from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs, expenses (including, without limitation, attorney's fees and expenses) incurred by or assessed against NHEC arising out of or relating to Performance of these Terms and Conditions.

#### **12. No Warranties**

NHEC does not qualify, endorse, guarantee, nor warrant any particular manufacturer, product, or installer and provides no warranties, expressed or implied, for any product or services. The member's reliance on warranties is limited to any warranties that may arise from, or be provided by installers, contractors, vendors, etc. NHEC merely maintains a list of installers and equipment. It is the member's responsibility to determine if an installer is qualified to perform the work needed for the project and the equipment specified by the installer is appropriate for the project.

Member acknowledges that neither NHEC nor any of its consultants or affiliates are responsible for assuring that the design, engineering and construction of the system is proper or complies with any particular laws, codes, or industry standards. NHEC is not providing design and/or system technical advice and shall not be considered as doing so. Member should seek design and/or system technical advice from the qualified installer.

#### **13. No Advice on Taxes, Property Tax Exemptions or State of NH Incentives**

Members may qualify for a federal tax credit. NHEC's actions, comments, or written materials shall in no



way be considered tax advice, advice on property tax exemptions, or advice on State of NH Incentives. Members should consult a tax advisor for a federal tax credit qualification determination. Members should consult your municipal officials for determination of a local property tax exemption. Members should consult the appropriate State of NH agency for determination of qualification of a State of NH incentive.

**14. Miscellaneous Items**

The Parties agree that no failure or delay in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New Hampshire without regard to its conflicts of laws principles and any legal action will be adjudicated at a New Hampshire State court or New Hampshire administrative body of competent jurisdiction.

The invalidity or unenforceability of any provision of these Terms and Conditions will not affect the validity or enforceability of its other provisions. Following a determination by a court or an administrative body of competent jurisdiction that any provision of these Terms and Conditions is invalid or unenforceable, the remaining Terms and Conditions shall remain in full force and effect in accordance with their terms. Member agrees to disclose these Terms and Conditions to future purchasers of the property at which the project is located.

**15. Entire Agreement**

These Terms and Conditions set forth the entire agreement between the Parties. No other prior or contemporaneous written or oral agreement and no subsequent oral agreements between the Parties will be binding on the Parties.

By signing below and initialing the other pages, member and NHEC agree to the terms and conditions contained herein.

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Signature of Member

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Date

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Member Printed Name

\_\_\_\_\_  
Signature of NHEC Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
NHEC Representative Printed Name