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**NHELECTRIC COOPERATIVE'S (NHEC) 2021 COMMERCIAL AND MUNICIPAL ELECTRIC VEHICLE CHARGING STATION PROGRAM TERMS & CONDITIONS**

**1. Incentives**

Subject to these terms and conditions, NHEC will award incentives to eligible NHEC Commercial and Municipal members for the installation of new, commercially available electric vehicle (EV) charging station systems. Applicants are encouraged to use the services of a qualified installer, or licensed electrician. Business owners may self-install, but it is strongly recommended that they work with a professional. Self-installed labor may not be included in the cost of the system. All installations must comply with manufacturer's requirements, and all applicable local, State of NH, and National codes. Application must be received and pre-approved prior to the installation of the system.

To receive the incentive, your project must be fully installed with the exception of a revenue grade meter that an NHEC representative will set at the post installation inspection. All documentation must be received by NHEC no later than 12/31/2021.

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

Total Incentive
75% of the installed cost of up to \$2,500 per charger or a maximum \$5,000 for two chargers per property.

**2. Program Requirements**

This program is only available to NHEC Members being provided electricity as a Commercial, Industrial or Municipal Member.

The member must install a UL listed Level 2 or larger charging station.

The charger must have a J1772 charging interface connector in order to serve multiple types of electric vehicles.

The member is responsible for the maintenance of the electrical circuitry serving the charger.

The member agrees to keep the charging station operational for at least three (3) years.

The member must designate EV parking spaces and provide parking signage.

At the member's expense, an approved meter socket must be installed in-line on the circuit serving the charging station. After the installation has been completed, NHEC will install a revenue grade monitoring meter to record the KWh use and performance of the charging unit. NHEC will not charge for this meter installation nor will the member incur a monthly meter charge for it. Once your application has been received and reviewed by the program administrator, the approved meter socket type will be listed on the pre-approved application and returned to the applicant.



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The member must agree to be listed on the US Department of Energy website that lists charging locations (<http://www.afdc.energy.gov>). It is also suggested that the Member consider being listed on other publicly available websites for chargers, such as Plug Share [www.plugshare.com](http://www.plugshare.com)

The member and installer must comply with all applicable local, state and federal codes, ADA codes and best practices. The member must obtain all necessary building and electric permits.

The member must provide the EV charger proposal to NHEC for review and pre-approval of incentive prior to installation.

The charger must be fully installed before submitting the completion form for the incentive payment with the exception of a revenue grade monitoring meter which will be set by a NHEC representative at the post installation inspection.

The member must submit copies of the paid invoices for material and labor once the installation is complete.

### **3. Member Eligibility**

Funds will be distributed on a first-come, first-serve basis to Commercial, Industrial & Municipal members. Charging systems must be installed in NHEC's service territory (at an active member account). NHEC reserves the right to limit each member to one incentive.

### **4. Completed Application**

Receipt by NHEC of the completed application will put the member in the queue for an incentive. A completed application includes the following items:

- a) Sketch of the property with the charger location indicated
- b) Type of charging station being used (Level II or larger)
- c) Manufacturer's specification sheets on the model being used
- d) A contractor's proposal

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

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



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completion date and filing of Project Completion Form. Such visits will be at a time convenient to the member. The purpose of these visits is to provide NHEC with an opportunity to review operation of the system. The scope of the review of the design and installation of the system is limited solely to determining whether program conditions have been met. It does not include any safety review.

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

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

- a) Receipt of all application documents
- b) Completed installation of the EV Charging system with the exception of the revenue grade meter that NHEC will install at the post installation inspection.
- c) Receipt of the Completion form.
- d) Receipt of the final invoice indicating total costs for parts and labor.
- e) Post installation inspection
- f) NHEC's acceptance of the above, all in accordance with the specifications outlined elsewhere in the Terms & Conditions.

## **8. Changes in or 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 related 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 to the date of project completion. All projects must be completed and invoiced on or before December 31, 2021

## **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.



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## 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 manufacturers, 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.

\_\_\_\_\_  
Signature of Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Member Printed Name (if Business, Print Name of Business)

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

\_\_\_\_\_  
Date

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



