



NH ELECTRIC COOPERATIVE'S (NHEC)
2023 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 (2) Level 2 electric vehicle (EV) charging stations on NHEC's Time-of-Use rate (rate EVN/EVF). 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 Level 2 charger.

The NHEC Level 2 EV charger incentive, on the Time-of-Use rate, is contingent upon a completed application that is in compliance with all program requirements and a successful post-installation inspection performed by an NHEC representative. All requirements must be satisfied and all documentation submitted no later than 12/31/2023 in order to be eligible for this incentive.

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

Table with 1 column and 3 rows: Total Incentive, \$300 Per Charger, with a maximum of \$600 per property., \*The incentive amount shall not exceed the installation cost of the Level 2 EV Charger and secondary (Time-of-Use) meter socket.

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.

Table with 1 column and 2 rows: Off Peak Hours: 9pm - 7am Monday through Friday, as well as weekends and major holidays\* (All kWh used during this time will be billed at a lower rate than the standard residential rate) \*As defined in NHEC Terms and Conditions Section J - Classification of Service; On Peak Hours: 7am - 9pm Monday through Friday. (All kWh used during this time will be billed at a higher rate than the standard rate)

- For the current EV Time-of-Use rate, reference NHEC's Schedule of Rates. Please note - rates are adjusted every May 1st and November 1st
The member must install a UL listed Level 2 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 at least one (1) year
Members with an interconnected Net Metered system at their property will require a separate electrical account for the EV meter and will need to pay a \$290 line design fee

- As part of the installation and at the member's expense, a UL approved meter socket must be installed on the exterior of the building in-line with the circuit serving the charging station. While not required, NHEC recommends a meter socket with a shutoff switch for safety and convenience. After the installation has been completed, NHEC will install a revenue grade EV sub-meter to record the Time-of-Use kWhs
- 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 are available on a first-come, first-served basis. Charging station systems must be installed in NHEC's service territory (at an active member account). NHEC members are limited to two (2) Level 2 charger incentives per account.

### 4. Pre-Installation / Pre-Approval

Before installation begins, pre-approval from NHEC is required to ensure that an approved meter socket is being installed for the Time-of-Use rate (see last page diagram, "EVSE Sub Meter"). After an application is pre-approved by NHEC, the member will receive written notification of pre-approval and can then begin installation. In order to provide pre-approval, NHEC must be in receipt of the following materials:

- a) Online application form available at the following link:

<https://www.nhec.com/residential-off-peak-ev-charging-station-application/>

*(Alternatively, a written application can be submitted to the following address:  
579 Tenney Mountain Highway, Plymouth, NH 03264, ATTN: NHEC Electric  
Vehicle Program)*

- b) A proposal from an electrical contractor which defines the estimated pricing and the scope of work to be performed, if available
- c) A receipt, invoice, or specification sheet which indicates the make and model of the Level 2 EV charging station that the member is installing. Ideally, this document should identify the price of the charger

### 5. Completed Application

Receipt by NHEC of a fully completed application will initiate an incentive payment. 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 pre-approval and depends on whether funds are still available.

A fully completed application includes the following items:

- a) Receipt of all application documents per Section 4 "Pre-Installation / Pre-Approval" (above)
- b) Completed installation of the EV Charging station system (except for the revenue grade meter that NHEC will install at the post installation inspection)
- c) Receipt of a copy of the paid installation invoice from an electrical contractor
- d) Completed post-installation inspection by NHEC technician
- e) NHEC's acceptance of the above, all in accordance with the specifications outlined elsewhere in the Terms & Conditions

## **6. Incentive Payment**

NHEC expects all incentives to be paid within 45 days after the project completion including electrical wiring of Level 2 charger and NHEC's installation of the Time-of-Use meter.

## **7. 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.

## **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, 2023

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

NHEC's liability under these Terms and Conditions will be limited to paying the incentive amounts specified herein (provided there are funds still available). 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 manufacturers, distributors, vendors, contractors, installers, 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, member agrees 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

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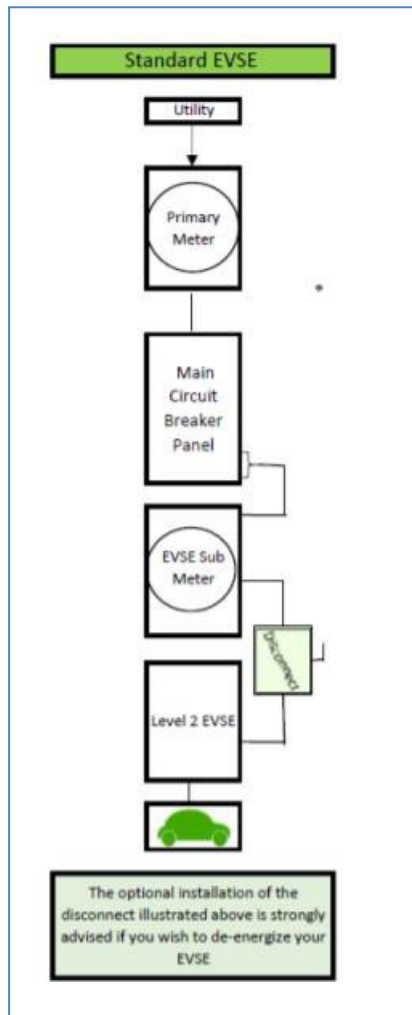
Signature of NHEC Representative

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Date

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NHEC Representative Printed Name



EVSE = Electric Vehicle Service Equipment

EV Sub Meter = UL Approved Secondary Meter Box for Time-of-Use Meter

\*Disconnect switch can be on the EVSE sub meter box or can be a separate disconnect switch (optional, but recommended)