

Reservation of Incentive

Commerical EV Program



Please submit the following documents along with your request:

- Single Line Diagram (SLD) (must meet SMUD's Electrical Service Requirements - T017 and T004)
- Vehicle purchase order, executed by all parties (applicable to fleet only)

Project Participants (refer to EV Program Handbook for definitions)

Applicant

Organization name: _____ Address: _____
Contact name: _____ Phone: _____
Title: _____ Email: _____

Host Customer

Organization name: _____ Address: _____
Contact name: _____ Phone: _____
Title: _____ Email: _____

Fleet Equipment Owner

Organization name: _____ Address: _____
Contact name: _____ Phone: _____
Title: _____ Email: _____

EVSE Equipment Owner

Organization name: _____ Address: _____
Contact name: _____ Phone: _____
Title: _____ Email: _____

EVSE Installer

Organization name: _____ Address: _____
Contact name: _____ Phone: _____
Title: _____ Email: _____

Incentive Payee Information

Organization: _____
Attention: _____ Title: _____
Email: _____ Phone: _____
Payment mailing address: _____

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Project Site Information	
Site address: _____	
Site address cross street: _____	
Host customer type (restaurant, office, etc.): _____	
Estimated completion date: _____	
SMUD account number: _____ <small>(Account from which the new EV/EVSE loads will be powered)</small>	Meter number(s): _____ <small>(The SMUD meter that will account for the electricity used by the chargers.)</small>

Single Line Diagram Requirements

Please confirm, by checking boxes these items have been added to your SLD:

- | | |
|---|---|
| <input type="checkbox"/> SMUD account number | <input type="checkbox"/> Existing meter number |
| <input type="checkbox"/> Make/model of metering equipment | <input type="checkbox"/> Cut sheets of metering equipment |
| <input type="checkbox"/> Added load calculations | <input type="checkbox"/> Contact Name/Phone/Email |

Fill out below if new electric service has been requested or is needed at project site:

If Rule 16 application has been submitted, please enter Service Notification #:

If Meter and Service application has been submitted, please enter Service Notification #:

Equipment Information | Requested Project Incentive

To qualify for a SMUD incentive, EV/EVSE product must meet minimum criteria. Visit smud.org/DriveElectricBusiness to view criteria in the EV program handbook.

Product Type	Total # of units	Incentive	Total Incentive (Total # of units x Incentive)
Vehicle Light Duty - Class 2B		\$750 / vehicle	
Vehicle Class 3-5		\$5,000 / vehicle	
Vehicle Class 6-7		\$7,000 / vehicle	
Vehicle Class 8		15,000 / vehicle	
Level 1 EVSE		See Program handbook	
Level 2 EVSE		\$4,500 / handle	
Public DCFC >50kW		\$30,000 / DCFC unit	
School bus DCFC <25kW		\$7,500 / DCFC unit	
School bus DCFC >50kW		\$15,000 / DCFC unit	
Stub outs		See Program handbook	
Transformer upgrade support		\$5,000 / project	
Panel upgrade support		\$1,000 / project	
Total Combined Incentive Requested:			

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Terms and Conditions

Funds Available: Applications are processed on a first-come, first-served basis, and incentive is subject to availability of funds.

Program Timeline: Effective date of this Program is January 1, 2020. Only vehicle purchases completed after this date, as identified by the bill of sale or contract date attached to the application submitted to SMUD, are eligible. Only EVSE installations completed after this date, as identified by the final building permit approval date attached to the application submitted to SMUD, are eligible.

Incentives: If the Project is installed as described on the Reservation of Incentive Form and all Program and Contract terms and conditions are complied with, including timely submission of all documents described in the SMUD Commercial EV Program Handbook, SMUD will pay an incentive to the entity designated as the incentive recipient. SMUD reserves the right to modify or cancel the incentive if the actual EVSE equipment, vehicles or installation of the equipment do not meet the SMUD Commercial EV Program guidelines, or if the Project fails inspection, and/or if the documents submitted fail to meet the requirements of the SMUD Commercial EV Program Handbook.

Incentive Payment: Payment will be mailed within 14-24 days subsequent to SMUD receiving and approving a Request with all required documentation.

Disclosure of Other Incentives: All Parties understand that other Program rebates, grants, forgiven loans, financial incentives, post-installation agreements, third party LCFS agreements, and performance payments are "other incentives" and must be disclosed to SMUD as soon as those "incentives" are made.

Branding: Equipment Owner and Host Customer agree to allow SMUD branding on all vehicles and charging equipment receiving incentives.

Eligibility: The SMUD Commercial EV Program is administered by SMUD for customers within its service territory. Eligible participants in the SMUD Commercial EV Program must be current electric distribution customers of SMUD at the facility ("Project Site") where the EVSE and vehicles will be installed and operated.

EV Requirements: Host Customer must be a SMUD commercial customer and the vehicles under this incentive application must be registered and charged at a commercial address with an active meter receiving SMUD electric service, and on EVSE that are participating in and registered under the SMUD Commercial EV Program.

Onsite EVSE: All EVSE on the Project site must be participating in SMUD Commercial EV Program even if installed previously. Please contact program management if you have questions about EVSE eligibility at CommercialEV@smud.org.

Dedicated EV Data Meter: All EVSE must be installed on a dedicated circuit, and a sub-meter box, or meter blank on main panel must be provided for EVSE which charge incentivized vehicle. A dedicated SMUD meter will be installed (by SMUD) on the circuit to measure electricity delivered to the EVSE. This SMUD meter must measure only electricity to the EVSE charging electric vehicles i.e. no other ancillary electricity to lighting, landscaping, other electricity load, can be fed through the EVSE meter.

Charger Certification: The EVSE must be new equipment, UL or equivalent certified by a National Recognized Testing Laboratory, installed for the first time, hardwired on a wall or pedestal mounting. EVSE must be installed by a qualified and licensed contractor in accordance with all state and local codes, permitting, and inspection requirements. All EVSE must utilize the SAE J1772 charge coupler (or equivalent).

Vehicle Maintenance: All Parties identified on the Application agree to maintain all EVSE and vehicles in good working order and to promptly repair any non- or under-performing equipment.

Delayed Application: In the event a vehicle is delivered before a Reservation of Incentive form is submitted a complete incentive application package must be received within 60 days of the vehicle purchase and delivery date. Applications are not considered to be received until all required documentation is complete and received at SMUD's offices. Failure to provide all the required documentation by this date may result in incentive ineligibility.

Additional Documentation: All Parties identified on the Application agree that SMUD reserves the right to request additional documentation prior to incentive payment. The incentive payment may be denied by SMUD if this condition is not met by all Parties.

Disclaimer of Warranties: SMUD makes no representations or warranties, expressed or implied, regarding the design, construction, reliability, efficiency, performance, operation, maintenance, or use of any incentivized equipment, vehicle or installation discussed, selected, rejected, purchased, or otherwise considered by All Parties identified on the Application, including without limitation any warranty of fitness for any specific purpose. Any decisions regarding the selection, design, purchase, installation, use and operation of any equipment or consideration or selection of any contractor shall be at the sole discretion and are the sole responsibility of the All Parties identified on the Application.

Program Database: All Parties identified on the Application shall agree to allow all information provided as part of the Commercial EV Reservation of Incentive and Incentive Payment Request process to be entered into a SMUD database that will allow SMUD to register the EVSE units with the California Air Resources Board (CARB) for Low Carbon Fuel Standard (LCFS) credit purposes. SMUD also will use all information provided in an internal database to record and track the project process and incentive payment. This information will be available to internal SMUD staff on this and other SMUD incentive programs.

All Parties identified on the Application shall indemnify defend, and hold harmless SMUD, its directors, officers, agents, and employees against all claims, loss, damage, expense, and liability asserted or incurred by other Parties, including but not limited to SMUD's employees, arising out of or in any way connected with participation in the Program and any incentive payment, and caused by the acts, omissions, intent or negligence, whether active or passive, of customer, its agents, employees, and suppliers, and excepting only such loss, damage, or liability as may be caused by the intentional act or the sole negligence of SMUD.

Program Modification: SMUD expressly reserves the right to modify, amend or terminate the SMUD Commercial EV Program, in whole or in part, at any time and for any reason without prior notice.

Authority to Install Equipment: All Parties identified on the Application represent that it has the authority to operate and install the vehicles and EVSE at the Project Site or have obtained the permission of the legal owner of the Project Site, for said construction Project. All Parties identified on the Application shall, at its own expense, obtain and maintain all licenses and permits needed to construct and complete the Project.

Withdrawal: The Host Customer and Equipment Owner agree that either of them may withdraw from the Project for any reason by providing written notice of such withdrawal to SMUD. In the event the Host Customer or Equipment Owner so withdraws, the application and reservation will be canceled, and the Host Customer alone will retain sole rights to the reservation. Host Customer further understands that if Host Customer fails to resubmit a Reservation of Incentive form at the time of Project withdrawal, the application will be terminated in its entirety by SMUD, and any previously reserved incentive funding will be released. In that instance, Host Customer must apply for a new incentive reservation should Host Customer still wish to participate in the SMUD Commercial EV Program.

Terms and Conditions *continued*

No Endorsement by SMUD: Host Customer and Equipment Owner understand that SMUD's review of the Project and Reservation of Incentive shall not be construed as confirming or endorsing the qualifications of the Applicant or any person(s) involved with the Project, including but not limited to the Project installer(s), designer(s), or manufacturer(s); endorsing the Project design; or as warranting the economic value, safety, durability, or reliability of the Project. The Host Customer is solely responsible for the Project, including the selection of any designer(s), manufacturer(s), contractor(s), or installer(s). Host Customer and Equipment Owner understand that they, and any third parties involved with the Project, are independent contractors and are not authorized to make any representations on behalf of SMUD. Host Customer and Equipment Owner shall not use SMUD's corporate name, trademark, trade name, logo, identity, or affiliation for any reason, without the prior written consent of SMUD.

Dispute Resolution: The parties to the application and reservation shall attempt in good faith to resolve any dispute arising out of or relating to the Program promptly by negotiations between SMUD's designated representative and an executive of similar authority from each party to the application and reservation. The disputing party must give the other party or parties written notice including a description of the dispute, and proposed resolution. Within thirty (30) calendar days after delivery of the notice, or such other time as all parties agree, the executives shall meet at a mutually acceptable time and place and shall attempt to resolve the dispute. If the matter has not been resolved within thirty (30) calendar days of the first meeting, or such other period as all parties agree, any party may pursue other remedies, including mediation. All negotiations and any mediation conducted pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations, to which Section 1152.5 of the California Evidence Code shall apply, and Section 1152.5 is incorporated herein by reference. Notwithstanding the preceding provisions, a party may seek a preliminary injunction or other provisional judicial remedies if, in its judgment, such action is necessary to avoid irreparable damage or to preserve the status quo. Each party is required to continue to perform its obligations under this Contract pending final resolution of any dispute arising out of or relating to this Contract.

Assignment: No party shall assign its rights or delegate its duties without the prior written consent of SMUD. Any such assignment or delegation without the prior written consent of SMUD or its assignee, if any, shall be null and void. Consent to assignment shall not be unreasonably withheld or delayed. All Parties must provide assurance of the success of a Project if assigned by providing any additional information requested by SMUD.

No Third-Party Beneficiaries: The application is not intended to confer any rights or remedies upon any other persons other than signatories to the application.

Date of Enactment: These Terms and Conditions apply for all incentive application packages submitted/postmarked January 1, 2021 and subsequent.

Renewable Energy Credits: Participation in the SMUD Commercial EV Program does not grant the ability to claim renewable energy credits or any carbon savings through participation in the Program.

HOV Lane Access: No additional benefits except as explicitly stated in the Program documents, including HOV lane access or parking privileges, are granted by participation in the SMUD Commercial EV Program. Customers must check with state or local jurisdictions regarding those benefits.

Low Carbon Fuel Credits: All Parties agrees that all LCFS credits allowed by the State of California's Low Carbon Fuel Standard (LCFS) credits program generated at the Project site shall be the property of and belong to SMUD and shall take all action and execute all documents to effect SMUD's rights. All other parties agree not to take any actions to generate such credits to its account. All other parties further agree to take all actions necessary and provide any documents required to assign any generated credits to SMUD.

Additional Terms and Conditions for qualifying LCFS credit sharing participants

Participation Agreement: SMUD will return any LCFS credit value due biannually to the LCFS Distribution Payee of the qualified Project as listed in the Incentive Payment Request, and no other parties shall have any claim against SMUD for such value.

Qualification of Projects: Qualified Projects are those that consume a reportable 25,000 kWh per biannual usage period of CARB reportable usage.

Participation Start: Participation in the program offering will become active the biannual period after a Project site has obtained the qualifying level of 25,000 kWh per biannual usage period in CARB reportable EV usage
Credit valuation: Value of the LCFS credits for purposes of participation is based upon the actual contracted value of the credits being sold through SMUD's LCFS sales process.

Payment dates: Biannual LCFS credit sharing payments will be mailed to LCFS Distribution Payee listed on the Incentive Payment Request on or around November 30, and May 31, of each year.

Credit Value Statement The LCFS Distribution Payee will receive a statement biannually affirming the number of LCFS credits sold, the price they were sold at, and the calculation used to arrive at the sharing payment value.

True up Provision: In the unlikely event that SMUD is unable to finalize a LCFS credit sale before processing the LCFS Distribution Payee's payment, the LCFS credit sharing payment will continue based upon the stated price of the active contract. If the value of the LCFS shares price changes between LCFS Distribution Payee's payment issuance and final LCFS sale, SMUD reserves the right to adjust the next biannual payment to true up the actual value received from the LCFS credit sale.

Length of Term: The term of the credit sharing option shall be for a 5-year period in exchange for incentive all Parties assign all rights to LCFS credits to SMUD.

Tax Responsibilities: LCFS Distribution Payee is responsible for any and all taxes and liabilities incurred in connection with the receipt of LCFS credit sharing biannual payments.

Project Re-Qualification: Projects must continue to consume at least 25,000 kWh per biannual usage period in CARB reportable usage to remain qualified for LCFS credit sharing payments. If a Project drops below the qualifying level in a biannual reporting period, it will not receive payment for that time period. Payments will resume once Project hits the minimum kWh threshold in a biannual period. Any LCFS credits generated during the non-qualified period will not be held or later credited to the LCFS Distribution Payee.

LCFS payment example: In order to allow for the sale of the LCFS credits, the LCFS credit sharing payments will start once the minimum threshold is reached in a biannual period.

Ex: EVSE Project goes live during January/June biannual period, and records 25,000 kWh during the period. The Project would then qualify for participation in the LCFS credit sharing offering.

Full participation would start during the July-December biannual period. LCFS Distribution Payee could expect the sale of their LCFS credits generated during their first biannual period to be completed and payments mailed on or about November 30th. Biannual payments will continue as long as the Project remains qualified, with normal payment windows of on or about May 31, and Nov 30th. 4

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Terms and Conditions Acknowledgment

Incentives are first-come, first-served. The Reservation of Incentive is not guaranteed or reserved for your project until SMUD provides a signed reservation of incentive. Any resulting incentive estimates are non-binding and do not constitute approval for an incentive. Work started in advance of the reservation of incentive is at risk of not receiving an incentive. Projects delayed beyond the reserved until date are at risk of reduced or eliminated incentives due to program changes or budgetary considerations.

I understand that for incentive amounts of \$600 or greater per calendar year, SMUD may require to file (a) form 1099-MISC with the Internal Revenue Service and/or (b) an informational return with the Franchise Tax Board. Note: Neither form 1099-MISC nor an informational return is required to be filed when the customer is a corporation or public agency. The Internal Revenue Service and California Revenue and Taxation codes are subject to change.

Signatory on this application certifies that he/she is authorized to apply for this incentive by the business entity named on this application.

Applicant signature, Date

Host Customer signature, Date

EVSE Equipment Owner signature, Date

Fleet Owner signature, Date (if applicable)

Reservation of Incentive – SMUD USE ONLY

After all requested documents are received and approved, SMUD completes this section and returns it to the Host Customer and Applicant.

Incentive reserved

\$ _____

Reserved until (Incentives are reserved for 12 months following the approved application date)

Agreement #

Incentive basis:

SMUD has reviewed the submitted technical documentation supporting this project and agrees to reserve an incentive until the date above. Changes in project scope or delays in construction may result in reduced incentives or ineligibility for program participation due to program changes or budgetary constraints.

SMUD Commercial EV staff signature / Date

SMUD Commercial EV approver signature / Date

