



COMMUNITIES IN CHARGE

TERMS & CONDITIONS





The following Terms and Conditions are intended for informational purposes only, and:

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1. Applicable Requirements

At the time an eligible person, organization, business, or entity (“Applicant”) submits an online incentive application (“Application”) for Communities in Charge (“Project”) through the Incentive Processing Center (“IPC”), the Applicant agrees to be bound by these Communities in Charge Terms and Conditions (“Project Terms and Conditions”) and the Project Implementation Manual available on thecommunitiesincharge.org (“Communities in Charge website”) at the time an Application is submitted.

2. Applicant Requirements

For an Applicant to be eligible to submit an Application, they must meet the following requirements:

- 2.1. Be the property owner, their authorized lessee, or their authorized representative seeking incentives for eligible costs incurred towards the installation of Level 2 EVSEs. An authorized representative is defined as the owner of the site (“Site Owner”) where the Level 2 EVSEs being incentivized shall be installed (“Project Site”) or an individual having received written permission from the Site Owner (in the form of a signed Site Verification Form) to apply on their behalf;
- 2.2. Ensure any legal action against the Applicant, either threatened or actual, shall not impact the completion or operation of the Project Site or dispersal of incentive funds.
- 2.3. Agree to the following regarding participating in and submitting an application to Communities in Charge:
 - 2.3.1. I agree that application to Communities in Charge does not constitute a guarantee of award, and any costs incurred are done so at the Applicant’s own risk;



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- 2.3.2. I agree to partner with any vendor, contractor, EVSP, or other project representative to ensure complete documentation for incentive redemption. I further acknowledge and agree to receive automated emails from the Communities in Charge Incentive Processing Center and Communities in Charge Staff;
- 2.3.3. I agree to regularly update Communities in Charge Staff as well as my IPC profile to ensure primary points of contact on application correspondence are kept up to date and current;
- 2.3.4. I agree that all information associated with this incentive request (except that which is specifically considered confidential under the laws of the state of California), including business name and address, contact information, and sales transactions are public information and subject to release;
- 2.3.5. I agree to the relevant Manufacturers Terms and Conditions associated with the equipment receiving incentives and agree to purchase an extended product warranty;
- 2.3.6. I agree to perform reasonable due diligence in the selection of a vendor, installer, or subcontractor who aids in the construction, installation, commissioning, or completion of an infrastructure site and hereby waive any rights to hold responsible Communities in Charge Staff for potential delays, damages, or injuries which may result from my selection;
- 2.3.7. I agree to ensure all necessary permits and environmental documents are prepared and clearances are obtained from the appropriate authorities having jurisdiction;
- 2.3.8. During the performance of this Agreement, Applicant and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Applicant and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Applicant and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this agreement by reference and made a part of it as if set forth in full Applicant and its subcontractors shall give written notice of their obligations

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under this clause to labor organizations with which they have a collective bargaining or other agreement.

- 2.3.9. Applicant agrees to indemnify, defend, and save harmless the California Energy Commission, CALSTART, its officers, agents, subcontractors and employees from any and all claims and losses accruing or resulting to the Applicant and to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of its agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Applicant in the performance of the agreement.

3. Application Process

Applications are only accepted during an open application window, which provides Applicants the opportunity to thoroughly review Application information prior to submission. All Application information and Application documents submitted during the applicable application window, will be deemed as final and corrections to this information will not be permitted without explicit written permission from Communities in Charge Staff.

Each Applicant agrees to the following regarding participating in and submitting an application to Communities in Charge:

- 3.1. Communities in Charge reserves the right to cancel any Application it reasonably suspects was submitted using any method that could disadvantage other Applicants, including, but not limited to, Applications submitted using bots or other automated processes. Communities in Charge further requires unique login credentials for submitting Applications and prohibits the sharing of unique login credentials among individuals. By accepting these requirements, the Applicant certifies under penalty of perjury under the laws of the State of California that these methods were not used to submit an Application.
- 3.2. An Applicant must complete and submit an Eligible Application through the Communities in Charge IPC. To be considered an Eligible Application, an Application must include but shall not be limited to the following (“Application Requirements”):
 - 3.2.1. Applicant Organization Name,
 - 3.2.2. Primary contact’s full name, email address, and phone number
 - 3.2.3. Applicant’s TAX ID number

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- 3.2.4. The address of a site identified as eligible for the Project (“Project Site”)
- 3.2.5. Selection of charging equipment identified as eligible for the Project (“Eligible Equipment”) (see Technology Eligibility contained in the Implementation Manual), for a total of at least four (4) but no greater than twenty (20) connectors. Multi-Family Housing Project Sites and Workplace Charging Project Sites may include up to forty (40) connectors.
- 3.2.6. Information on the type of Project Site (e.g., multi-family housing, workplace charging, etc.)
- 3.2.7. A completed and signed Site Verification Form providing confirmation that the Applicant is the Site Owner OR that the Site Owner authorizes the Applicant to install equipment at the Project Site.
- 3.2.8. A copy of the preliminary site plans showing which includes but may not be limited to:
 - a.) Site layout and arrangement of Level 2 EVSEs
 - b.) Description of the project
 - c.) Applicable signatures, license numbers, and date
- 3.2.9. Supporting documentation which demonstrates to the satisfaction of Communities in Charge Staff that the Project Site for which an Applicant is submitting an Application meets the minimum requirements set forth in the Implementation Manual for consideration as a Community Connection. This documentation is optional.
- 3.2.10. Letters of support demonstrating to the satisfaction of Communities in Charge Staff that a Community Based Organization (“CBO”) supports the installation of Level 2 EVSEs at the Project Site and demonstrates a significant benefit to the surrounding community. This documentation is optional.
- 3.3. Inclusion of the foregoing points constitute an Eligible Application. However, Applicants are encouraged to submit additional documentation that may elevate their Readiness Tier (“Tier”). The following must be submitted through the IPC and verified by Communities in Charge Staff for an Applicant to be eligible for incentives:
 - 3.3.1. An issued building permit from the appropriate authority having jurisdiction (AHJ)
 - 3.3.2. Final Site plans including construction drawings for the Project Site
- 3.4. **An application for which any Project Site construction work has begun before the opening of the Application Window will be ineligible for award.**



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4. Incentive Disbursement Requirements

After submission, Applications will be assigned a Readiness Tier (“Tier”) based upon the documents submitted in their Application. Tiers are described in the table below.

Readiness Tier	Documents Provided at Time of Application
Tier 1	Site Verification Form + Final Site Design + <i>Issued Building Permit</i>
Tier 2	Site Verification Form + Final Site Design + <i>Building Permit Application</i>
Tier 3	Site Verification Form + <i>Preliminary Site Plans</i>

Applications chosen from Tier 1 shall receive a Notice of Final Award. Applications chosen from Tiers 2 or 3 shall receive a Notice of Conditional Award and shall have ninety (90) calendar days to submit through the IPC additional documentation such that they meet the requirements outlined for Tier 1.

For an Application to eligible to receive incentives, it must have received a Notice of Final Award through the IPC. To request a Midpoint Payment or Final Payment, an Applicant must complete and submit a payment request through the IPC. **Midpoint Payment(s) shall not exceed 50% of the amount on an Application’s Notice of Final Award.**

To be considered an eligible payment request, this payment request must include, but shall not be limited to the following:

- 4.1. A signed copy of the Job Site Installation Form certifying the compliance with prevailing wage requirements, use of licensed contractors in good standing including the name, Contractors State License Board (“CSLB”) number (if construction has begun), and signature of the General Contractor (if construction has begun), and abidance by EVITP requirements including name and EVITP Certification Number of each technician (if construction has begun).
- 4.2. Completed copy of invoices including the invoice date and itemization of eligible costs, credits, discounts, and incentives received, as applicable.
- 4.3. A signed copy of the Final Inspection Card by the appropriate Authority Having Jurisdiction (“AHJ”).

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- 4.4. A signed copy of the paid and executed Network Agreement form including cost, duration, terms of agreement, name of the Network Provider, and agreement number.
- 4.5. Photos of installed equipment with serial numbers of each incentivized Level 2 EVSEs clearly legible and the completed Project Site.
- 4.6. Each Applicant agrees to the following regarding disbursement of Communities in Charge incentives:
 - 4.6.1. I agree to submit proof of purchase and/or paid invoices and to report matching costs (if applicable) with sufficient supporting documentation, based upon actual costs incurred. I agree to ensure invoices include itemization of eligible costs, credits, discounts, and incentives received (as applicable). I further acknowledge that the failure to do so may result in delayed or cancelled payment;
 - 4.6.2. I agree to keep written records of all project costs for at least three (3) years after final payment has been received and provide Communities in Charge Staff or its designee with these records within ten days of their request. These records include but are not limited to invoices, proofs of purchase, equipment payment information and related bank records, and purchaser information;
 - 4.6.3. I understand that this Communities in Charge incentive request is only valid for the specific equipment purchased and costs incurred, and that any incentive provided based on this request will be null and void if the purchaser, vendor/manufacturer, or equipment identified herein change prior to incentive receipt or for noncompliance with applicable Communities in Charge requirements;
 - 4.6.4. I understand and agree to provide a request for Final Payment no later than 270 calendar days from receipt of a Notice of Final Award, unless granted explicit written permission for an extension from Communities in Charge in accordance with the Delays and Extensions Policy.

5. Incentive Amounts

Incentives will be issued to the Applicant and may only cover costs incurred by the Applicant. Incentives will be for up to 75% of the Project Site's total eligible costs, and shall not exceed \$3,500 per eligible connector. Additional funds may be awarded to Multi-family Housing Project Sites, and Projects Sites for Tribal government, Tribal entity, or non-governmental organizations serving Tribal communities.



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Incentive disbursements shall be made through a check sent by mail to the address of the Applicant. Disbursements will only occur after the completion of the Project Site, and after Communities in Charge Staff have approved all the corresponding documentation and materials submitted by the Applicant.

6. Eligible Costs

Incentive funds may only be used to offset costs considered eligible (“Eligible Costs”). Costs incurred after 12/23/2022 may be eligible to be covered by the incentives disbursed through the first application window of the Communities in Charge Project given that they fall under one of the eligible cost categories. Cost Eligibility, including eligible project costs, ineligible project costs, and additional considerations are enumerated in the Implementation Manual.

7. Combination With Other Incentives

Each Applicant agrees to the following regarding using Communities in Charge incentives in combination with any other funding source:

- 7.1. I agree to disclose all sources of funding that apply to the payment of any costs for which I request and may receive Communities in Charge incentives, especially those coming from any other California Energy Commission funded project/grant;
- 7.2. I agree Communities in Charge incentives shall not be combined with other California Energy Commission funding for EV charging infrastructure;
- 7.3. I agree Communities in Charge incentives shall not be combined with Investor-Owned Utility (“IOU”) incentives for EV charging infrastructure;
- 7.4. I agree that in no case shall combining incentives from any other source exceed actual costs incurred for a particular eligible cost item, or that of the project as a whole;
- 7.5. I agree that a determination of eligibility for any additional funding sources eligible for combination with Communities in Charge shall not confer eligibility under Communities in Charge.

8. Delays, Cancellations, and Extensions

Each Applicant agrees to the following regarding delays, cancellations, and extensions:



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- 8.1. I agree to provide Communities in Charge Staff notice of any and all delays in accordance with the “Delays and Extensions Policy”
- 8.2. This project may be terminated for any reason set forth below, with Cause:
 - 8.2.1. CALSTART may, for cause, terminate this Agreement upon giving five (5) calendar days advance written notice to the Applicant. In this event, the Applicant will use all reasonable efforts to mitigate its expenses and obligations.
 - 8.2.2. The term “for cause” includes but is not limited to the following:
 - a.) Partial or complete loss of match funds;
 - b.) Reorganization to a business entity unsatisfactory to the CALSTART;
 - c.) Retention or hiring of subcontractors, or replacement or addition of personnel, who fail to perform to the standards and requirements of this Agreement;
 - d.) The Recipient’s inability to pay its debts as they become due and/or the Recipient’s default of an obligation that impacts its ability to perform under this Agreement; or
 - e.) Significant change in state or Energy Commission policy such that the work or product being funded would not be supported by the Commission.
 - f.) CALSTART may terminate this Agreement without cause upon giving thirty (30) days advance written notice to the Applicant. In this event, the Applicant will use all reasonable efforts to mitigate its expenses and obligations.
 - 8.2.3. I agree that determination of granting an extension to Applicants shall rest with CALSTART and all such determinations shall be final. I further agree to abide by any determinations made by CALSTART in response to an Applicant’s request for extension and acknowledge that any efforts to abuse, circumvent, or not abide by said determinations may lead to temporary or permanent forfeiture of eligibility for participation in future funding opportunities with Communities in Charge.
- 8.3. I understand that all applications that are past their expiration date without an approved extension are subject to application cancellation and shall comply with any and all requests for repayment incentives received to date within 15 calendar days of application cancellation.

9. Installation Requirements

A Project Site must be completed in accordance with the following requirements to be eligible for disbursement of incentive funds:

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- 9.1. The Project Site must install Eligible Equipment which is new, and being installed for the first time.
- 9.2. The Electric Vehicle infrastructure must be one of the following:
 - 9.2.1. New to the Project Site
 - 9.2.2. Existing on the Project Site, but charging equipment has not been present on the site previously (e.g., stub-out or make-ready)
 - 9.2.3. Existing on the Project Site and existing EVSEs will be replaced. Level 2 EVSEs are the only existing equipment eligible for replacement. DC Fast Chargers are not eligible for replacement.
- 9.3. All of the necessary permits must be obtained in accordance with all applicable federal, state, and municipal laws, rules, codes, and regulations for work performed to complete the Project Site.
- 9.4. All work performed to complete the Project Site must be carried out by a qualified and licensed contractor with a valid CSLB license number in good standing, and in accordance with all local, state, and federal codes, permitting, and inspection requirements.
- 9.5. All electric vehicle charging infrastructure and equipment located on the customer side of the electrical meter shall be installed by a contractor with the appropriate license classification, as determined by the CSLB, and at least one electrician on each crew, at any given time, who holds an EVITP certification. Any Project Site to install a charging port supplying 25 kilowatts or more to a vehicle must have at least 25 percent of the total electricians working on the crew for the project, at any given time, who hold EVITP certification.
- 9.6. All persons working to complete the Project Site must be paid prevailing wage in compliance with California Prevailing Wage law.
- 9.7. The Applicant must contract with a Network Provider capable of providing the Level 2 EVSE Usage Data Collection (“Required Data”) as outlined in the Implementation Manual.
- 9.8. *Failure to complete a Project Site in accordance with the foregoing Installation Requirements shall deem the Project Site and its corresponding Application as ineligible for disbursement of incentive funds. The corresponding Application will be cancelled.***

10. Operational Requirements

After the Project Site is completed and commissioned by the appropriate Authority Having Jurisdiction (AHJ), its operation must adhere to the following requirements:

10.1. Uptime

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The Applicant agrees to ensure that each charger in a proposed Project Site is “up” at least 97% of a site’s standard hours of operation.

10.1.1. Preparing for Forthcoming Legislation

In addition to the following requirements regarding uptime, I further agree to take reasonable and necessary steps in preparation for compliance with forthcoming regulation on uptime (i.e., AB 2061) which shall impact any Level 2 EVSE installed after 1/1/2024.

10.1.2. Defining Level 2 EVSE Uptime

Level 2 EVSEs are considered “up” when all of the following are true:

- a.) Its hardware and software are both online;
- b.) Its hardware and software are in use or available for use;
- c.) The charging connector dispenses electricity as expected.

10.1.3. Defining Level 2 EVSE Downtime

Level 2 EVSE downtime is defined as any period of time within the standard hours of operation for a Project Site in which a Level 2 EVSE is not considered “up”. Certain downtime is excluded from consideration and is caused by any of the following:

- a) **Electric Grid Power Loss:** Power supplied by the electric utility for a site is not supplied at levels required for minimum function of the Level 2 EVSE. This may include, but is not limited to, service outages due to utility equipment malfunction or public safety power shut-offs.
- b) **Accident, Vandalism or Theft:** Physical damage to the Project Site for events such as vehicle collision with a Level 2 EVSE, theft of charging cables, damage to connectors from mishandling, and damage to screens. *Excluded downtime is limited to a maximum of 5 days for each such event.*
- c) **Telecommunication Network Outages:** Loss of communication between a Level 2 EVSE and a central system due to cellular or internet service provider system outages that are beyond the control of the Site Host. *Downtimes caused by cellular communication chips that are no longer compatible with existing cellular networks do not count as excluded downtime.*
- d) **Planned Outage for Maintenance or Upgrade:** Any planned maintenance.
- e) **Extraordinary Events:** Unforeseeable events that would have been impossible to plan for using commercially reasonable methods.



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10.1.4. Calculating Level 2 EVSE Uptime

The Level 2 EVSE's uptime shall be calculated on an annual basis using the following method:

$$\text{Uptime} = \frac{((\text{Total Standard Hours of Operation} - \text{Downtime} + \text{Excluded Downtime}) / (\text{Total Standard Hours of Operation})) * 100\%}{}$$

10.1.5. Calculating Level 2 EVSE Uptime

If an Applicant Organization is found to not comply with the Operational Requirements ("Non-Compliance"), the Applicant Organization must repay incentive funds.

Data Collection

Each Applicant agrees to the following regarding data collection:

10.1.6. I agree to make available to CALSTART or its designee Level 2 EVSE data on throughput, usage, and operations of EV charging stations collected through my Network Service Agreement ("Network Agreement") for purposes of environmental and economic impact analyses. I further acknowledge charger level data may be made available on my behalf by the network provider or designee servicing my Network Agreement and do hereby grant unlimited and unfettered access to such information for a period of 24 months (2 years) from the date of final commissioning;

10.1.7. I agree to ensure a minimum of 2 years (24 months) of data collection on deployed infrastructure equipment, reported annually, starting from the date of final commissioning. EVSP or Network Providers shall pursue automated approaches to reporting said data for accuracy of reporting and streamlined processing for all parties involved;

10.1.8. I acknowledge that noncompliance by any party in enabling collection of the data parameters as described under Level 2 EVSE Usage Data Collection of the Implementation Manual may result in withholding of funds from the Applicant, and temporary or permanent forfeiture of eligibility for participation in future funding opportunities with Communities in Charge.

10.2. Responding to Surveys

Each Applicant agrees to respond to surveys put forth regularly by Communities in Charge Staff for a period of three (3) years from the date of final commissioning

10.3. Operations and Maintenance

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Each Applicant agrees to the following regarding operations and maintenance of the Project Site:

- 10.3.1. I agree to maintain equipment insurance as required by law;
- 10.3.2. I assure that equipment purchased with a Communities in Charge incentive, including electric vehicle charging, will be utilized for the charging of Light Duty (LD) electric vehicles (EVs) and/or plug-in hybrid electric vehicles (PHEVs);
- 10.3.3. I agree to ensure equipment purchased with a Communities in Charge incentive, including electric vehicle charging, will be operated as recommended by the manufacturer to ensure durability, efficiency, and prolong equipment lifetime;
- 10.3.4. I understand that the equipment must be in compliance and remain in compliance with all applicable federal, state (California), and local air quality rules and regulations; furthermore, I understand that Communities in Charge Staff reserves the right to check compliance at any time;
- 10.3.5. I agree to ensure the charger(s) shall remain in services at the Project Site for a minimum of 24 months (2 years) from the date of final commissioning, unless given explicit prior written direction from Communities in Charge Staff;
- 10.3.6. I agree to be available for a follow-up inspection by Communities in Charge staff, or their designee, if requested and to grant reasonable access to and the right of inspection of all records that pertain to the project during the term of the agreement for a period of three (3) years following the date of final commissioning.

11. Declarations

Please review each statement below. By clicking Accept and Continue you are indicating that you agree with the following statements and that information provided in your application is accurate and truthful.

- 11.1. I am either the owner of the site (“Site Owner”) where the charging installation being incentivized will be installed (“Project Site”) or an individual that has received permission from the Site Owner, via the Communities in Charge Site Verification Form, to apply on behalf of the Site Owner for the Project Site, and agree to the following declarations:
- 11.2. I have read, understood, and agreed to be bound by the requirements set forth in the Communities in Charge Implementation Manual;
- 11.3. I will ensure all contractors working to complete the Project Site will pay prevailing wage in compliance with California Prevailing Wage law;

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- 11.4. I will ensure that the construction and installation of the Project Site adheres to the EVITP certification requirements as mandated by California Public Utilities Code Section 740.20, and shall ensure the use of EVITP certified technicians for the installation of the Level 2 EVSEs according to the following requirements:
 - 11.4.1. If the electric vehicle charging infrastructure and equipment to be installed supplies charging ports with 24.9 kW or less and no charging ports supplying 25 kW or more, then it will be installed by a contractor with an appropriate license classification, as determined by the Contractors' State License Board, in good standing, with at least one electrician on each crew at all times during work hours who holds an Electric Vehicle Infrastructure Training Program (EVITP) certification;
 - 11.4.2. If the electric vehicle charging infrastructure and equipment to be installed supports at least one charging port supplying 25 kW or more, then it will be installed by a contractor with an appropriate license classification, as determined by the Contractors' State License Board, in good standing, with at least 25 percent of the total electricians working on the crew, at all times during work hours, holding EVITP certification;
- 11.5. I shall ensure that the Project Site premises are well-lit, secure, and in compliance with all US federal, California state, and local laws, ordinances, rules, codes, standards, and regulations.
- 11.6. I will ensure that any legal action against the Applicant Organization, either threatened or actual legal action, does not impact the completion or operation of the Project Site or disbursement of incentive funds;
- 11.7. I choose to voluntarily submit any personally identifying information contained within the application information for the purposes of processing the incentive and enforcing the Requirements;
- 11.8. I agree that disputes between the Parties involving these terms or participation of any kind in the Communities in Charge Project that cannot be resolved by the Parties with good faith effort within sixty (60) days, including the breach or alleged breach thereof, shall be submitted to binding arbitration (except where statutorily required), unless the Parties mutually agree in writing to extend the resolution period by sixty (60) days to allow more time to settle the dispute. If the dispute is unresolved after 120 days, CALSTART shall have the right to terminate the Application for convenience without prejudice for undisputed amounts claimed on invoices and unpaid through the termination date.
- 11.9. I expressly consent to allow Communities in Charge, which is funded by the California Energy Commission and implemented by CALSTART, to share any personally identifiable

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- information contained within the application or collected as part of the project, including but not limited to the signed application, contact information, EV charger utilization data and supporting documents with Project Partners and with other organizations and agencies providing similar or related incentives in the project region, and consent to allow Project Partners and other organizations/agencies to confirm to Communities in Charge the status of the project and that the information in the application is accurate;
- 11.10. Other organizations/agencies related to the project may contact me and/or the owner directly regarding the Communities in Charge application;
- 11.11. I understand that Communities in Charge Staff reserves all rights and remedies available under the law to enforce these terms and those outlined in the Implementation Manual and may report breaches to this agreement to the California Energy Commission for legal recourse;
- 11.12. I acknowledge that without limiting any of its other remedies, that CALSTART may, for Applicant's noncompliance of any requirement, withhold future payments, demand and be entitled to repayment of past incentives, or suspend or terminate an Applicant's application or Notice of Award. Completion of all required application activities is material to participation in Communities in Charge. Thus, CALSTART, without limiting its other remedies, is entitled to repayment of all funds paid to the Applicant if the Applicant does not timely complete all necessary tasks to participation in Communities in Charge and CALSTART may report breaches of these terms to the California Energy Commission for legal recourse;
- 11.13. I expressly assert that the information provided in this application is true and all supporting documentation provided with this application is true and correct;
- 11.14. I have read and agree to the terms of Communities in Charge Privacy Policy.