



SVP EV Charging Station Incentive Program Terms and Conditions

As a condition for participating in Silicon Valley Power's (SVP) EV Charging Station Incentive program, the incentive Applicant must comply with the requirements below:

1. I have read, understand, and agree to all provisions in SVP's EV Charging Station Incentive program materials;
2. I assure that equipment purchased, including electric vehicle charging equipment, will be utilized for the charging, or fueling of zero-emission vehicles;
3. I agree to ensure equipment purchased, including electric vehicle charging equipment, will be operated as recommended by the manufacturer to ensure durability and efficiency;
4. I agree to ensure equipment purchased, including electric vehicle charging equipment, will be maintained as recommended by the manufacturer and as needed to prolong the equipment lifetime;
5. I agree to provide access to charging equipment for the intended commercial fleet or the public at the agreed upon location;
6. I understand that the equipment must be in compliance and remain in compliance with all applicable federal, state, and local air quality rules and regulations; furthermore, I understand that SVP's Program Staff reserves the right to check compliance at any time;
7. I agree to operate this equipment in California for a minimum of five years from the date of final commissioning, unless given explicit prior written approval from SVP's EV Charging Station Incentive program Staff.
8. I agree to partner with any Vendor requesting an incentive on my behalf to ensure complete documentation for incentive redemption. I further understand that I will receive emails from the SVP's EV Charging Station Incentive program if a Vendor requests an incentive on my behalf;
9. When the incentive has been received by the Vendor; and in any instance wherein the incentive is cancelled for any reason. I will notify ARomero@SantaClaraCA.gov if a different person should receive these messages instead;
10. I agree to keep written records of the equipment purchased for three years after the purchase date and provide SVP's program staff or its designee with these records within ten days of their request. These records include but are not limited to the equipment invoice, proof of purchase, equipment payment information and related bank records, and purchaser information;
11. I agree to respond to surveys put forth regularly by SVP's Program Staff for a period of three (3) years from the date of final commissioning;
12. I agree to ensure a minimum of twelve (12) months of data collection on deployed infrastructure equipment, reported quarterly, starting from the date of final commissioning.
13. I agree to inform SVP's Program Staff in a timely manner if the deployment timeline (time from notice of conditional award to final commissioning) exceeds 24 months.
14. I agree that all information associated with this incentive request, including business name and address, contact information, and sales transactions are public information and subject to release;
15. I understand that this information will also be shared with geographically relevant entities for the purposes of infrastructure planning and incentive coordination;
16. I agree to disclose all sources of public funding that apply to the purchase of any equipment for which I request SVP's EV Charging Station Incentive program incentives;
17. I agree to the Manufacturers Terms and Conditions for usage of the equipment;
18. I agree to be available for a follow-up inspection by SVP's EV Charging Station Incentive Program Staff or their designee, if requested, and agree to provide reasonable facilities and assistance for the safety and convenience of their representatives. All site visits and



- evaluations will be performed in a manner that does not unduly interfere with or delay the work;
19. I assure that the incentive Applicant complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA;
 20. I assert that all projects receiving funds through SVP's EV Charging Station Incentive program comply with the payment of prevailing wages;
 21. I acknowledge that all project billings shall clearly summarize actual itemized costs billed and requested for reimbursement as outlined as eligible costs in the SVP's EV Charging Station Incentive program requirements. I agree that I will not present ineligible costs on any invoice submitted;
 22. I agree to submit these itemized project billings and to report matching costs (if applicable) with sufficient supporting documentation and based upon actual costs incurred. I further acknowledge that the failure to do so may result in delayed payment;
 23. I agree to retain all project reimbursement records for a minimum of three (3) years after the final payment has been received or after the agreement term, whichever is later, unless otherwise specified in the funding agreement. These records include but are not limited to the equipment invoice, proof of purchase, equipment payment information and related bank records, and purchaser information;
 24. The information provided in this application is true and all supporting documentation is true and correct and meet the minimum requirements of SVP's EV Charging Station Incentive program;
 25. I have the legal authority to apply for incentive funding for the purchasing entity described in this agreement;
 26. I commit to ensuring that connected EV equipment is operated and managed for a period of no less than five (5) years from the date of final commissioning; If the equipment or measures are removed or otherwise not operational, I understand that I may have to return a prorated amount of the incentive funds received;
 27. 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 SVP's Program Staff for potential delays, damages, or injuries;
 28. I agree that failure to comply with the terms of this agreement may result in repayment of incentive funds received;
 29. I understand that this incentive program request is only valid for the specific equipment purchased through this specific vendor/manufacturer, 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 SVP's EV Charging Station Incentive program requirements;
 30. I understand that SVP reserves all rights and remedies available under the law to enforce the terms of this agreement;
 31. I acknowledge that SVP may at any time, by written order, make changes within the SVP EV Charging Station Incentive program requirements to affect future incentive rollout. Any such changes will not cause an increase or decrease in the estimated cost of, or the time required for, completion of the project under this agreement.
 32. As a qualified SVP Customer, I agree to indemnify the City of Santa Clara, its City Council, commissions, officers, employees, volunteers, Strategic Allies, and agents from any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising from this incentive.
 33. I certify that I will purchase and install the indicated equipment or implement the indicated electrification measures during the current SVP program year. I will provide a copy of the itemized proof of purchase and installation.



34. I agree to verification inspections by SVP representatives or its third-party contractors of both the sales transaction and product or measure installation.
 35. I certify that the information provided on this Application is true and correct.
 36. I certify that I have not received any other incentives for the equipment or measures indicated on this Application.
 37. All pages of this Application are included in and are part of this Agreement. This Application embodies the entire agreement between SVP and the Customer.
 38. Silicon Valley Power's Programs operate under a July–June annual budget calendar. Incentive funding is limited by the program budget. Applications are accepted on a first come, first served basis until this program is fully subscribed.
 39. Each site is limited to receiving a maximum of \$150,000 of incentive funds under this program.
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