EV Ready2Charge Rebate Program for Residential Customers

TERMS AND CONDITIONS

The Customer agrees to participate in the Fitchburg Gas and Electric Light Company (“Unitil”) EV Ready2Charge Rebate Program for Residential Customers pursuant to the Terms and Conditions set forth herein.

Definitions

“Activation Date” means the date Unitil has installed the service meter for the EV Charger.

“Affiliate” means any Person controlling, controlled by, or under common control with, any other Person. “Control” means the ownership of, with right to vote, 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such Person.

“Agreement” means the Application, these Terms and Conditions and any exhibits and attachments, which are incorporated and made a part of the Agreement.

“Application” means the on-line EV Charger Installation Questionnaire that a potential Customer fills out and submits to Unitil for a determination of participation in the Program.

“Customer” means the residential customer, who satisfies the program requirements set forth below, that maintains an electric account for service with Unitil in its Massachusetts service territory, and has an approved Application to participate in the Program. This includes both Non-Income Eligible Customers and Income Eligible Customers.

“Electrician” means a licensed professional who holds a valid and current Massachusetts Electrician’s license and installs and maintains wiring and electrical equipment including but not limited to EV Chargers.

“EV” means both battery electric vehicles and plug-in hybrid electric vehicles.

“EV Charger” means a qualifying product (as described in Section 2) that charges EVs, which is a Level 2 type charger, and operational when supplied with 240 Volts of electricity at the Customer’s Residence.

“EV Charger Utilization Data” means utilization information provided by the Manufacturer of the EV Charger to Unitil, which includes, but is not limited to, data on EV kilowatthour usage, time of day usage, and length of charge events.

“Income Eligible Customer” means residential Customers that are billed for electricity under the Optional Fuel Assistance Rate (Low-Income Residential Delivery Service, Schedule RD-2).

“Manufacturer” means an organization that produces and supplies EV chargers.

“Non-Income Eligible Customer” means residential Customers that are billed for electricity under the Standard Residential Rate (Residential Delivery Service, Schedule RD-1).
“Parties” means the Customer and Unitil.

“Project” means the installation of a Level 2 EV Charger, as well as other wiring and equipment necessary for and directly related to the installation of a Level 2 EV Charger at the Customer’s Residence.

“Program” means Unitil’s EV Ready2Charge Rebate Program for Residential Customers authorized by the Massachusetts Department of Public Utilities.

“Qualified Level 2 Manufacturers List” means a list of Manufacturers and the EV Chargers they produce that are eligible for a Rebate under the Program. See section 2.

“Rebate” means a payment from Unitil to the Customer to decrease the cost of installation (as applicable) and/or purchase of the EV Charger for use at a Customer’s Residence.

“Residence” means the physical address where the Customer holds an active Unitil residential electric account in Massachusetts.

“Third Party Funding” means money paid to the Customer from sources other than Unitil that reduce the cost of the Project. For purposes of these Terms and Condition, Tax credits, abatements, and deductions are not considered Third-Party Funding.

“Unitil” means Fitchburg Gas and Electric Light Company and its employees, consultants, contractors, agents and Affiliates.
1. **General Information**
Subject to these Terms and Conditions, Unitil shall provide Rebates to Income Eligible Customers, up to $1,700 for the combined cost of the labor to install the EV Charger and other necessary equipment for the Project. For these Income Eligible Customers, the Rebate cannot be more than the combined cost of the labor to install the EV Charger, the EV Charger, and other necessary equipment for the Project.
Subject to these Terms and Conditions, Unitil shall provide Rebates to Non-Income Eligible Customers, up to $700 for the cost of the EV Charger. For these Non-Income Eligible Customers, the Rebate cannot be more than the cost of the EV Charger.

2. **Program Requirements**
2.1. All installations shall comply with the Manufacturer’s requirements, and all applicable local, Commonwealth of Massachusetts, and National, codes, standards, and best practices.
2.2. The Customer’s Electrician shall install a UL listed Level 2 EV Charger that meets the following requirements:
   (ii) If the Manufacturer has not previously entered into a data sharing agreement with Unitil, the Customer shall require the Manufacturer to enter into such an agreement. The Customer should not begin its Project prior to Unitil’s confirmation that a data sharing agreement has been executed. Also, the Rebate cannot be paid until the data sharing agreement has been executed.
2.3. The Customer shall obtain all necessary approvals, permits and licenses for the Project as well as any other related electrical work.
2.4. The EV Charger shall have an SAE J1772 charging plug or other plug that matches one or more EVs domiciled at the Customer’s Residence.
2.5. The Customer agrees to keep the EV Charger operational for at least five (5) years from the Activation Date. The Customer shall maintain an EV that is compatible with the EV Charger installed at the Residence for the same five (5) year period as the EV Charger.
2.6. The EV Charger shall be located such that the Customer can safely park the EV when a charge is needed.
2.7. The Customer shall not cause or permit the EV Charger to become subject to any mortgage, lien, security interest or other encumbrance.
2.8. Customer shall operate and maintain the EV Charger in a safe manner and in accordance with the Manufacturer’s recommendations and/or requirements and these Terms and Conditions. The Customer shall repair and/or replace the EV Charger and/or replace any necessary parts of the EV Charger at the Customer’s sole expense if the unit is out of service.
2.9. The Customer’s Electrician shall install all equipment that is required for the Project to be fully operational, including but not limited to the EV Charger, parts, a Unitil-approved dedicated meter socket, wires, and a new electric panel or sub-panel if needed.
2.10. The Customer shall rectify any and all issues discovered or identified during inspection(s) conducted by Unitil and/or the Municipal inspector.
2.11. The Customer shall enroll in Unitil’s EV Residential Time of Use (TOU) rate (Schedule EV-RES) for the EV Charger. Unitil shall install a dedicated service meter to collect usage/billing data. The Customer shall remain on the EV TOU Rate for a minimum of 12 months, pay the monthly Customer charge for the dedicated service meter, and all associated kWh usage charges in association with the dedicated service meter.
2.12. The Customer shall notify Unitil of any vandalism, malfunction or suspected malfunction of the EV Charger during installation and thereafter. See Section 20 below for Notice options.
2.13. The Customer may be required to complete a survey (oral and/or written) regarding the performance of the EV Charger, from time to time.
2.14. All EV Chargers installed under the Program are subject to visual verification by Unitil. If your EV Charger is selected for a visual verification, you shall be contacted by a Unitil representative to schedule an appointment.

3. One to Four Unit Buildings, Ownership
The Program is open to Customers whose Residence is a one unit building or located in a two to four unit building. The Customer shall own, lease, or rent, the Residence for an Application to be reviewed. For Customers that do not own their Residence and live in a one to four unit building, the Customer may apply for only one Rebate for its Residence. The Customer shall receive written approval from the owner of the leased or rented unit. The written approval and a copy of the lease or rental agreement shall be attached to the Application by the Customer.

4. Third-Party Funding
4.1. Customer shall apply for all available Third-Party Funding, to the extent that the Third-Party Funding is available and aligned with the Rebate, and report to Unitil any such Third-Party Funding that Customer receives. A list of Third-Party Funding sources has been provided as Exhibit B. Exhibit B is being provided for informational purposes only.
4.2. Third-Party Funding received by the Customer for the Project shall be netted against the Rebate (reducing the Rebate amount) provided by Unitil. The combined Third-Party Funding and Rebate cannot exceed the total Project cost.
4.3. Customer shall wait at least two months after applying for Third-Party Funding for a response. If a response is not received, or the Third-Party Funding is otherwise not awarded to the Customer after two months, Customer can request that Unitil approve and issue a Rebate for the Project.
4.4. If a Customer is eligible for Third-Party Funding but chooses not to apply or accept the Funding, the amount the Customer would have received shall be deducted from the Rebate.
4.5. If Third-Party Funding is received by the Customer before the Rebate is issued, Unitil shall reduce the Rebate by the amount of the Third-Party Funding.

5. Term and Termination
5.1. The term of this Agreement shall commence on the Activation Date and continue for five (5) years (“Term”) from that date.
5.2. Unitil may, in its sole discretion, at any time and without notice, terminate the Agreement for convenience or cause. The Customer may terminate this Agreement before the expiration of the Term. If Unitil terminates this Agreement for cause or the Customer terminates the Agreement before the end of the Term, the Customer shall be solely responsible for reimbursing Unitil according to the following formula: Rebate times the number of years remaining on the Agreement divided by five years. Exceptions may be granted at Unitil’s sole discretion.

6. EV Charger Ownership and Maintenance
The Customer shall purchase and own all rights, title and interest in the EV Charger, which the Customer’s Electrician shall install at the Customer’s Residence. The Customer understands and agrees that after the EV Charger is installed, the Customer shall operate and maintain the EV Charger in a safe manner and in accordance with the Manufacturer’s recommendations and the Agreement. The Customer shall repair and replace the EV Charger and/or replace any necessary parts of the EV Charger at the Customer’s sole expense.

7. Modification in or Cancellation of the Program
Unitil retains the right, in its sole discretion, to modify and/or cancel the Program and/or modify the Terms and Conditions at any time without prior notice to the Customer.
8. Removal of Equipment
The Customer understands and agrees that it is the Customer’s responsibility to remove and dispose of, recycle, or de-energize the EV Charger in accordance with all applicable laws and regulations. The Customer further understands and agrees that it is responsible to pay all costs for removal and disposal, recycling, or de-energizing the EV Charger.

9. Regulatory, Legislative, or Other Governmental Body Order or Directive to Terminate the Program
In the event that a regulatory, legislative, or other governmental body (a “Commission”) having jurisdiction over Unitil, issues an order or directive to Unitil to terminate this Program, fails to fund, or rescinds funding for this Program, Unitil may terminate this Program by providing written notice to the Customer.

10. Commission Issues an Order or Directive to Modify the Program
In the event a Commission having jurisdiction over Unitil issues an order or directive to Unitil to modify the Program, including but not limited to reducing funding, the Customer and Unitil shall, through their duly authorized representatives, convene to discuss and assess in good faith appropriate modifications to or restructuring of this Project or the Rebate amount to comply with the order or directive, provided however, that if such good faith efforts do not lead to the Project or the Rebate amount to be so modified or restructured within thirty (30) days, either the Customer or Unitil shall have the right to terminate this Agreement.

11. Rights to Use Utilization Data and Other Customer Information
As a condition to participation in the Program, the Customer agrees to allow Unitil to have access to and use of certain Customer data and information, including energy usage and consumption data. Customer also agrees to allow Unitil to have access to and use of EV Charger Utilization Data. Customer shall require the Manufacturer, in writing, to supply Unitil with EV Charger Utilization Data on a monthly basis for the Term of this Agreement. EV Charger Utilization Data shall be provided to Unitil in accordance with the EV Charger Usage Data Requirements as defined in EXHIBIT A, which is attached to and made a part of these Terms and Conditions.

12. Tax Liability
Unitil shall not be responsible for any tax liability that may be imposed on the Customer or Electrician as a result of the payment of a Rebate.

13. No Advice on Taxes, Tax Exemptions, Grants, or Other Third Party Incentives or Rewards
Customers may qualify for tax credits, tax exemptions, grants, or other third party incentives or funding. Unitil’s actions, comments, or written materials shall in no way be considered tax advice.

14. Rebate Payment
Unitil shall make reasonable efforts to send the Customer a check for the Rebate amount within 4 to 6 weeks after the Activation Date.

15. Installation/Completion Schedule Requirements
Unitil and Customer shall create a mutually agreeable schedule for all Unitil work, if any, to complete installation of the EV Charger. Customer shall provide Unitil with notice of any delay or anticipated delay to the Project. Such notice shall identify the reasons for the delay and the estimated period of delay anticipated.

16. Indemnification
The Customer shall indemnify and defend Unitil, its Affiliates and their respective contractors, officers, directors, employees, agents, representatives from and against any and all claims, actions, demands, judgments, liabilities, losses, fines, penalties, damages, losses and expenses (including reasonable attorneys’ fees and costs incurred to enforce this indemnity) brought by or for third parties (collectively,
“Loss”) to the extent arising out of, resulting from, or alleged to result from the Customer’s participation in the Program or the Customer’s acts or omission under these Terms and Conditions. The Customer shall not be responsible for indemnifying and defending Unitil under this Section to the extent that such Loss results from the negligence of Unitil. This Section shall survive the termination or expiration of the Agreement.

**17. Disclaimer of Warranties**
UNITIL AND ITS AFFILIATES ARE NOT THE MANUFACTURER OF THE PRODUCTS, SYSTEMS, EQUIPMENT, AND REMOTE OR NETWORK SERVICES COVERED UNDER THIS AGREEMENT AND THEREFORE THIS AGREEMENT IS NOT AN EXPRESS OR IMPLIED WARRANTY, GUARANTEE, OR PROMISE RELATING TO THE MATERIALS, WORKMANSHIP OR PERFORMANCE OF THE PRODUCTS, SYSTEMS, EQUIPMENT AND REMOTE OR NETWORK SERVICES COVERED UNDER THIS AGREEMENT.

Except as expressly stated herein, Unitil makes no representations, warranties or guarantees in connection with the Agreement. Unitil does not make any representations of any kind regarding the benefits, adequacy or safety of the EV Charger. The Customer understands and agrees that Unitil is not a manufacturer of, or regularly engaged in the sale, distribution, or installation of, or an expert with regard to the EV Charger or any related work. The Customer further understands and agrees that neither Unitil nor its contractor shall perform any kind of safety, code or other compliance review of the EV Charger or Customer's Residence. This Section shall survive the termination or expiration of the Agreement. Unitil does not endorse any particular Manufacturer product, system design, or technology in promoting this Program.

**18. Limitation of Liability**
With the exception of the Customer’s indemnity obligations hereunder, neither the Customer nor Unitil shall be liable under this Agreement for any special, indirect, incidental, penal, punitive or consequential damages of any nature. With the exception of third party claims for personal injury or property damage, Unitil’s liability to the Customer under this Agreement, regardless of the amount of claims, shall not exceed to the total amount of the Rebate paid by Unitil to the Customer under the Agreement. The provisions of this Section shall survive the termination or expiration of the Agreement.

**19. Miscellaneous Items**

19.1. The Parties agree that no failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

19.2. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts without regard to its conflicts of laws principles and any legal action shall be adjudicated at a Commonwealth of Massachusetts court or administrative body of competent jurisdiction.

**20. Notices**
All notices, requests, approvals and other communications which may or are required to be given by either party to the other under this Agreement shall be deemed to have been sufficiently given for all purposes hereunder:

(i) if to Unitil, (1) by Certified or Registered letter sent to Unitil, 325 West Road, Portsmouth, NH 03801, Attn: Program Manager, EV Ready2Charge Program; or (2) by email to ev@unitil.com.

(ii) if to Customer, a Certified or Registered letter sent to the Customer at the address of the Customer set forth in the Application.
The invalidity or unenforceability of any provision of these Terms and Conditions shall 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. Customer agrees to disclose these Terms and Conditions to future purchasers of the property at which the Project is located.

22. Assignment of Rights to Third Parties
Customer may not assign or delegate any of its rights or obligations herein without first obtaining the written consent of Unitil. If at any time during the Term of this Agreement, the Customer proposes to terminate its occupancy of the Residence, the Customer shall provide Unitil at least sixty (60) days prior written notice of such termination and the new occupant’s contact information, if any, shall be included in this notice. In this case, if the EV Charger shall remain in place, the Customer shall not be subject to reimbursing Unitil described in sub-Section 5.2. If the EV Charger shall not remain in place, the Customer shall be subject to reimbursing Unitil described in sub-Section 5.2. Exceptions may be granted at Unitil’s sole discretion. At such time, Unitil shall terminate this Agreement and may seek to create a new agreement with the new occupant.

23. Entire Agreement
The Agreement constitutes the entire agreement between Unitil and the Customer with respect to the subject matter hereof, and any and all previous representations or agreements with respect to such subject matter, either oral or written, are hereby annulled and superseded. In the event of any conflict or inconsistency between the Agreement and the Application, the Agreement shall be controlling.
**Exhibit A: Data Requirements**

**Data File Format Details**
The program requires that charging stations collect information related to each plug-in event. The data collection requirements have been modeled on those used in the Department of Energy EV Project. Definitions of key data parameters and file requirements are provided following. Data files shall be provided in comma separated variable (CSV) format electronic files.

**Definitions:**
Charge Station – electric vehicle supply equipment; a charge station may have multiple ports where a port is defined as a cable and connector that can simultaneously charge a vehicle

Charge Station ID – a unique identifier for a charge station. For multiport stations, each port should have a unique identifier; numeric or alpha-numeric value

Driver – consumer requesting charging

Driver ID – a unique identifier for a particular driver or network account; numeric or alpha-numeric value. Where the charging access method does not allow identification of a driver or account, the value should be 0 or NULL. CSV file column heading: DRID

Plug-in Event – a complete charging session that includes the time from the vehicle being plugged in until the vehicle is unplugged

Plug-in Event ID – a unique numeric value assigned to a Plug-in Event. CSV file column heading: PIEID

Plug-in Event ID – a unique numeric value assigned to each Charge Event. CSV file column heading: CEID

Plug-in Event ID – a unique numeric value assigned to a Plug-in Event. CSV file column heading: PIEID

Plug-in Event ID – a unique numeric value assigned to each Charge Event. CSV file column heading: CEID

Plug-in Event ID – a unique numeric value assigned to a Plug-in Event. CSV file column heading: PIEID

Charge Start Time – Time in UTC (or local time with time zone) when a charge event started. CSV file column heading: CSTime

Charge End Time – Time in UTC (or local time with time zone identified) when a charge event ended. CSV file column heading: CETime

Average Power Per Charging Event – the average power for a charge event in kW. CSV file column heading: CEKW
Total Energy Per Plug-in Event – the total energy transferred in a Plug-in Event in kWh. Where a Plug-in Event has multiple Charge Events, this would be the sum of all energy transferred during all Charge Events. CSV file column heading: PEKWH

Cumulative Energy – Running total of energy provided by a charge station port over its lifetime in kWh. CSV file column heading: CUEKWH

15-Minute Interval Start Time - Time in UTC (or local time with time zone) for the start of a 15-minute energy data interval. This time is equal to the Charge Start Time for the first interval and following Start Times in the plugin event are on the 15’s of the hour i.e. 1:00 1:15 1:30 1:45). The first interval may be less than 15-minutes. CSV file column heading: 15MSTA

15-Minute Interval Stop Time - Time in UTC (or local time with time zone) for the end of a 15-minute energy interval. This time in on 15’s of the hour except the last time which is equal to the Charge End Time. The last interval may be less than 15-minutes. CSV file column heading: 15MSTO

Rolling 15-Minute Average Power in AC kW for the 15-minute interval from 15MSTA to 15MSTO. CSV file column heading: RAVGP

Rolling 15-Minute Peak Power in AC kW for the 15-minute interval from 15MSTA to 15MSTO. CSV file column heading: RPP

Fee – Optional parameter – only required if payment is collected at the charging station; this would be the total cost of a Plug-in Event. CSV file column heading: FEE

File Structure

Data files shall contain the following previously defined parameters in separate columns in the column order presented. The first row of the CSV file shall be labeled with the abbreviations provided for each variable:

- Plug-in Event ID (PIEID)
- Charge Station ID (CSID)
- Driver ID (DRID)
- Charge Event (CEVID)
- Vehicle Connect Time (VCTime)
- Vehicle Disconnect Time (VDTime)
- Charge Start Time (CSTime)
- Charge End Time (CETime)
- Average Power per Charge Event in kW (CEKW)
- Total Energy per Plug-in Event in kWh (PEKWH)
- Cumulative Energy over life time of charge station port in kWh (CUEKWH)
- 15-Minute Interval Start Time (where the first 15-Minute Interval Start Time is equal to the Charge Start Time and following Start Times in the plugin event are on the 15’s of the hour i.e. 1:00 1:15 1:30 1:45) (15MSTA)
- 15-Minute Interval End Time (where the end time is on the 15’s of the hour, the last 15-Minute Interval End Time is equal to the Charge End Time; and the first and last intervals may not last the full 15 minutes) (15MSTO)
- Rolling 15-Minute Average Power (RAVGP)
- Payment collected for Plug-in Event (FEE) (this parameter is only required if a payment is collected at the charging station)

All time entries shall be presented as MM/DD/YYYY HH:mm:ss. Time should be presented as local time.

Following is a sample data file with graphic of a Plug-in Event structure. The example does not include the FEE parameter.

**Sample file structure:**

<table>
<thead>
<tr>
<th>PIEID</th>
<th>CSID</th>
<th>DRID</th>
<th>CEVID</th>
<th>VCTime</th>
<th>VDTime</th>
<th>CSTime</th>
<th>CETime</th>
<th>CEKW</th>
<th>PEKWH</th>
<th>CUEKWH</th>
<th>15MSTA</th>
<th>15MSTO</th>
<th>RAVGP</th>
<th>RPP</th>
</tr>
</thead>
</table>

Exhibit B: Third Party Funding Sources

At this time, there are no Third-Party Funding sources known to Unitil that are available and aligned with Rebates offered under the EV Ready2Charge Rebate Program for Residential Customers.