

COMMUNITY CHARGE PROGRAM TERMS AND CONDITIONS

By participating in Sonoma Clean Power Authority's ("SCPA") Community Charge Program (the "Program"), you ("Participant") agree to be bound by the following terms and conditions:

GENERAL TERMS AND CONDITIONS

1. **Offering:** SCPA will provide up to four (4) chargers per customer project site for workplace, multi-family residential or public use, OR provide up to 15 chargers per customer project site for fleet use (individually and collectively, the "Chargers"). The number of chargers provided, as well as the make and model of the Chargers, must be approved by SCPA. Chargers may require an annual software subscription for management, to be paid by Participant. All Chargers must be compatible with the SCP Rewards Program.
2. **Availability of Chargers:** The Chargers provided under this Program must be either:
 - a. open and available for public use,
 - b. reserved for residents or employees, or
 - c. dedicated for fleet vehicles serving the public.
3. **Eligible Entities:** The following entities are eligible to participate in the Program:
 - a. a municipal government entity,
 - b. a United States ("U.S.") Internal Revenue Service-recognized ("I.R.S.") 501(c)(3) tax-exempt non-profit organization,
 - c. the owner of a commercial property located in a low-income community as defined by the California Department of Housing And Community Development (https://gis.carb.arb.ca.gov/portal/apps/experiencebuilder/experience/?id=5dc1218631fa46bc8d340b8e82548a6a&page=Priority-Populations-4_0), and/or
 - d. the owner of affordable rental housing units as defined by the California Department of Housing and Community Development.
4. **Proof of Non-Profit Status:** An eligible non-profit organization must show proof of non-profit status (tax-exempt status) by any of the following means:
 - a. Proof that the I.R.S. currently recognizes the applicant as a tax-exempt organization;
 - b. A statement from a State taxing body or the State Attorney General certifying that:
 - i. The organization is a non-profit organization operating within the State; and
 - ii. No part of its net earnings may lawfully benefit any private shareholder or individual;
 - c. A certified copy of the organization's Articles of Incorporation or similar document if it clearly establishes the non-profit status of the applicant; or
 - d. Any item described above if that item applies to a State or national parent organization, together with a statement by the State or parent organization that the applicant is a local non-profit affiliate.
5. **SCPA Customer Eligibility:** Eligible organizations must be Sonoma Clean Power customers. Organizations must not be organized for primarily religious or political activities.
6. **Costs:** Participant shall bear the costs associated with the installation of the Chargers, maintaining internet connectivity for the Chargers, plus any applicable software costs

required by the charging equipment manufacturer. EV charging equipment generally needs to be installed by an electrician and may require electricity upgrades.

7. Fees: Participants may charge fees for the use of the Chargers, provided that the fees are solely for the purpose of recovering the cost of energy dispensed and maintenance of the Chargers. If fees are charged, pre-approved signage must be placed on the chargers, clearly stating that charging may be interrupted, delayed, or reduced at any time due to the SCP Rewards managed charging program.
8. Program Period: The Program begins on July 1 of each year while funds last, on a first come first serve basis. Once the annual program budget has been exhausted, the Sonoma Clean Power incentive may be unavailable.
9. Marketing Efforts: Participants must participate in any marketing efforts with SCPA.
10. LCFS Credits: Participants must designate SCPA to collect any LCFS credits earned from the supplied charging equipment as set forth in their Participation Agreement.
11. Installation and Enrollment in SCP Rewards: Participant agrees to install the Chargers at the Project Site indicated in Section 4 of the Community Charge Program Participation Agreement and enroll them in the SCP Rewards Program within four (4) months of receipt of the Chargers. Participant shall install the Chargers in accordance with all local codes and regulations and in compliance with all applicable laws and requirements, including the payment of prevailing wages if required. Participant shall defend, indemnify and hold SCPA harmless from its failure to comply with such laws or its obligations under the Program.
12. Charger Maintenance: Participants must ensure Chargers remain operational for at least five (5) years from the date of installation with over 95 percent uptime.
13. By participating in the Program, Participant agrees to abide by the terms and conditions stated above. SCPA reserves the right to modify or terminate the Program at any time without prior notice.

If you have questions about Community Charge Terms and Conditions, contact Sonoma Clean Power by phone at (707) 978-3463 or by email at energysolutions@sonomacleanpower.org.