

EV Charge SF Incentive Agreement – Existing Buildings

For CleanPowerSF and Hetch Hetchy Power Customers

How to Apply

Enroll in the EV Charge SF Program

Only Projects already enrolled in the [EV Charge SF Program](#) (Program) may submit an Incentive Agreement. To enroll, complete and sign the [Enrollment Agreement](#) and email to PowerPrograms@sfgwater.org.

Complete and Sign this Incentive Agreement

Please review this Agreement and related application materials. Email the completed and signed Agreement and required Project Scope/Project Description below to PowerPrograms@sfgwater.org.

Who Needs to Complete and Sign this Incentive Agreement

- **Applicant** – This is the same individual or entity Applicant as for the Enrollment Agreement for this EV Charging Project (Project). The Applicant completes this Agreement and signs where indicated, regardless of whether the Applicant is also the Site Host, the Utility Customer, or both.
- **Utility Customer** – The customer of record for the CleanPowerSF or Hetch Hetchy Power electric account that the EV Charging Project will be connected to.
- **Site Host** – The individual or entity with authority to provide access to the Site and to make building improvements as part of this Program.
- **Owner of EV Charging Equipment** – The signatory designated below (either the Applicant, Site Host, or Utility Customer) who assumes ownership of the EV Charging Equipment upon completion of construction.
- The Utility Customer and/or the Site Host can be the same individual or entity as the Applicant. If so, the Applicant will need to sign in those signature blocks as well.

Include Project Scope/Project Description

As part of this Incentive Agreement, please provide, as a separate attachment, the proposed EV Charging Project Scope information below.

- a. Context: Who will be using the EV Charging Equipment (e.g., residents, guests, employees, customers); parking type where EV Charging Equipment will be installed (i.e., assigned/unassigned parking, publicly available?)
- b. Schedule (Planned date of Project construction and of becoming operational)
- c. Estimated Project costs
- d. EV Charging Equipment vendor and installer (if known)
- e. For each EV Charger or EV Outlet type: quantity, equipment make and model (if known), power level (i.e., voltage & amps)
- f. Narrative description of the Project (and optional sketch drawings) including number and location of all planned EV Charging Equipment

- g. Narrative description of existing electrical panel infrastructure
- h. Disclosure for number and locations of existing EV Chargers and EV Outlets, whether functional or not, as well as all stalls with fully wired 20 amp or 40 amp circuits ready for future EV charging. If site has no existing EV Chargers, EV Outlets, or fully wired EV circuits, statement indicating this condition is required in lieu of this disclosure.
- i. Statement listing other EV charging incentive programs applied for/planning to be applied for. If site applies for other EV charging incentive programs later, the Applicant must provide the name of the programs and incentive amounts.
- j. Pre-Construction Photos: digital photos of electrical panels and existing site conditions for the areas where the EV Charging Project will be installed, including stall numbers, sufficient to demonstrate that the proposed EV Charging Equipment is not already installed

Contact EV Charge SF at 415-554-0773 or by email at PowerPrograms@sfgov.org.

Incentive Agreement

Project Information (to be provided by the Applicant)

Property Name (if applicable):

Property Site Address:

Applicant Information

Name:

Title:

Company Name (if applicable):

E-Mail:

Phone Number:

Incentive Information (to be provided by the Applicant)

Please input only one EV Charge SF incentive per vehicle stall, except for Direct Wiring and Power Sharing incentives. If a portion of the planned EV Charging Equipment is to satisfy minimum code requirements, that portion of the Project is ineligible for incentives.

Customer Inputs		SFPUC Use Only		Assigned Project #	
		SFPUC Reservation		Post-Construction SFPUC-Verified	
EV Charging Equipment	Quantity (Stalls)	Incentive Rates per Stall Market Rate Multifamily/ Non-residential 100% Affordable Housing	Incentive Reservation Amount	Quantity	Incentive Amount
L2 EV Chargers	# x	@ \$4,500/\$5,400	= \$	#	= \$
EV Outlets	# x	@ \$2,000/\$2,400	= \$	#	= \$
EV Conduit	# x	@ \$250/\$300	= \$	#	= \$
Direct Wiring	# x	@ \$500	= \$	#	= \$
Power Sharing	# x	@ \$250	= \$	#	= \$
See Program Handbook for definitions of incentivized equipment.		Total:	Incentives Reserved \$	Stalls #	Incentive Payment \$
Notes:		Date Received: Reviewed By: Approved By: Date:		Date Verified: Verified By: Approved By: Date:	
Upon construction completion, contact SFPUC at PowerPrograms@sfgwater.org and submit documents for Project verification per Section 6 of the Program Handbook.					

Incentive Payee Information

If an individual or entity other than the Utility Customer will be receiving the EV Charge SF incentive payment, the Utility Customer will agree to redirecting this payment in the terms and conditions below. Please input the information below to match the information on the individual or entity's IRS W-9 form. The incentive payment will be mailed to the address listed on the IRS W-9 form.

Incentive Payee: Utility Customer Applicant Other

Name: _____ Title: _____ Company Name (if applicable): _____

E-Mail: _____ Phone Number: _____

Tax Exempt?: No Yes – Reason:

Utility Customer Information

Please check your current energy service provider: CleanPowerSF Hetch Hetchy Power

Account Name/Customer of Record: Account #:

Customer Name: _____ Customer Title: _____ Company Name (if applicable): _____

E-Mail: _____ Phone Number: _____

Customer Address (including Unit # if applicable, City & Zip Code):

(Optional) By checking this box, I hereby assign the Applicant and, if appointed, the Applicant's Authorized Agent, to communicate and act on my behalf with the EV Charge SF Program to plan and implement this EV Charging Project.

Incentive Agreement General Terms and Conditions

1. The City and County of San Francisco, acting by and through its Public Utilities Commission (“City”), and the **Applicant, Site Host** and **Utility Customer** (as specified herein), “**All Signatories**”, enter into this Agreement for participation in the EV Charge SF Program for Projects pursuant to these Terms and Conditions and the EV Charge SF Program Handbook, which is hereby incorporated by reference. All capitalized terms shall have the meaning set forth in the EV Charge SF Handbook.
2. This Agreement concerns incentive funding only for the planned EV Charging Project, and in no way constitutes a permit or approval of that Project.
3. Funding for this Program is limited and subject to the budgeting and fiscal provisions of the City’s Charter. The City reserves the right to modify or discontinue this EV Charge SF Program and/or this Agreement without prior notice and at its sole discretion.
4. Funding is available on a first come, first served basis for qualified Applicants and is subject to the availability of funds. Incentives will be reserved after the City approves and executes this Incentive Agreement. Payment of EV Charge SF incentives will be made after all Program requirements are met and upon verification of installation by the City. The City reserves the right to modify or cancel the EV Charge SF incentive payment if the actual

construction of the Project differs in any material respect from the Project defined in the Agreement, the Project fails the City inspection and verification, or if the Project fails to comply with any other Program requirement.

5. These Terms and Conditions apply from the Reservation Date until the end of the three-year operating requirement.
6. Each Signatory shall indemnify, protect, and hold harmless the City, the SFPUC and its officers, employees, and agents from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of the City, Applicant, Site Host, or Utility Customer; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation; (iv) strict liability imposed by any law or regulation; (v) infringement of patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Signatory’s respective performance of this Agreement, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on the City. Each Signatory shall, at the City’s request, provide a defense against any claim covered by this indemnity.
7. The City’s obligations under these Terms and Conditions shall be limited to the EV Charge SF incentive payment. In no event shall the City be responsible for any payment of any other claims, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages in connection with this Agreement.

FOR THE APPLICANT:

1. **The Applicant understands and agrees to the General Terms and Conditions, which are incorporated herein by reference.**
2. The Applicant of the Project submits this Incentive Agreement to the City and agrees to implement the Project described in the Incentive Information portion of the Incentive Agreement. Applicant acknowledges that its participation in the EV Charge SF Program is voluntary and is under no obligation to accept technical assistance or implement any recommendations, comments, or measures stemming from the technical assistance process. Applicant further acknowledges that any changes made to the design or construction of the Project is based on Applicant’s independent review, analysis, and decision-making and not in reliance on the recommendations of the City.
3. Applicant affirms that the EV Charging Equipment for the Project has not been purchased prior to the execution of this Agreement.
4. Applicant understands and affirms that requested incentives are for EV Charging Equipment that will be installed beyond code or ordinance requirements.
5. Applicant:
 - A. Will specify and install EV-related equipment per the Handbook’s requirements and specifications.
 - B. Agrees to cooperate in good faith with any evaluation or verification activities required by the City, including pre-inspection of intended equipment locations by SFPUC or its representatives. Post-construction, Applicant shall provide the City and its representatives and agents, reasonable access to the Project Site, electrical usage, and readings from electrical panels and circuits to verify installation and operation. Applicant understands that such verification is not an electrical safety or building permit inspection.
 - C. Will provide the City with all documentation reasonably necessary for verification of installation and performance of the Project, including but not limited to, manufacturer’s specification sheets and vendor and construction invoices.
 - D. Will make reasonable efforts to affix SFPUC co-branding signage for EV Charging Equipment installations if SFPUC provides this branding material.

E. Will disclose and promptly notify the City regarding any incentives that the Applicant has applied for or been offered by PG&E, local agencies or other programs for the EV Charging Equipment included in this EV Charging Project.

F. Understands and agrees to the Data Privacy Authorizations at the end of this Agreement.

6. CITY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES RELATED TO THE TECHNICAL ASSISTANCE, OR CONSTRUCTION, EQUIPMENT, OR INSTALLATIONS REFERRED TO HEREIN OR THE BENEFITS TO BE DERIVED FROM THE TECHNICAL ASSISTANCE, OR INSTALLATION, OPERATION, AND USE OF SUCH EQUIPMENT OR ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR APPLICATION AND SPECIFICALLY DISCLAIMS ANY SUCH WARRANTY, EXPRESS OR IMPLIED. SFPUC'S AND/OR ITS CONSULTANTS' REVIEW OF THE DESIGN, CONSTRUCTION, OR OPERATION OF THE PROJECT SHALL NOT CONSTITUTE ANY REPRESENTATION AS TO THE ECONOMIC OR TECHNICAL FEASIBILITY, OPERATIONAL CAPABILITY, OR RELIABILITY OF THE PROJECT OR EV-CHARGING-RELATED EQUIPMENT, NOR SHALL APPLICANT, IN ANY WAY, MAKE SUCH A REPRESENTATION TO A THIRD PARTY. APPLICANT IS SOLELY RESPONSIBLE FOR THE DESIGN, INSTALLATION, ECONOMIC AND TECHNICAL FEASIBILITY, CONSTRUCTION, OPERATIONAL CAPABILITY AND RELIABILITY OF THE PROJECT AND EV-CHARGING-RELATED EQUIPMENT.

By signing below, Applicant affirms that Applicant has read and agrees to the EV Charge SF Handbook and all Terms and Conditions of this Agreement.

Applicant further certifies that the Applicant has the authority to enter into this Agreement and that all information provided is true and correct and acknowledges that information found to be false or misleading is grounds to void the Incentive Agreement and reject or cancel the incentive reservation.

Applicant Name (printed):

Applicant Signature:

Date:

FOR THE SITE HOST:

The Site Host acknowledges and agrees to the General Terms and Conditions, which are incorporated herein by reference. Additionally, the Site Host:

1. Agrees to provide Site access and documentation for the Site and the EV Charging Project as required by the Handbook, agrees to pre-inspection of the Site at SFPUC's discretion, and agrees to all other applicable requirements as set forth in the Handbook.
2. Affirms that for the purposes of the EV Charge SF Program, the EV Charging Project is authorized to proceed at this property, subject to future approvals and agreements among parties outside the scope of this Agreement.
3. Will disclose and promptly notify the City regarding any incentives that the Site Host has applied for or been offered by PG&E, local agencies, or other programs for the EV Charging Equipment included in this EV Charging Project.
4. Acknowledges and agrees to the Data Privacy Authorizations at the end of this Agreement.

Site Host certifies that they have the authority to enter into this Agreement and that all information provided is true and correct and acknowledges that information found to be false or misleading is grounds to void the Incentive Agreement and reject or cancel the incentive reservation.

Site Host Name (printed):

Site Host Signature:

Date:

Title:

Company Name:

Relationship to the Building:

FOR THE UTILITY CUSTOMER:

The Utility Customer acknowledges and agrees to the General Terms and Conditions, which are incorporated herein by reference. Additionally, the Utility Customer:

1. Attests that Utility Customer's electric account qualifies for incentives as a current CleanPowerSF or Hetch Hetchy Power customer. Note: SFPUC may require additional documentation to verify eligibility.
2. Agrees that the City will determine the EV Charge SF incentive amount.
3. Understands that the City will report the incentive as income to the Incentive Payee on IRS Form 1099 unless the Incentive Payee has indicated that it qualifies for an exempt tax status as indicated on this Agreement.
4. Will disclose and promptly notify the City regarding any incentives that the Utility Customer has applied for or been offered by PG&E, local agencies, or other programs for the EV Charging Equipment included in this EV Charging Project
5. Acknowledges and agrees to the Data Privacy Authorizations at the end of this Agreement.

By signing below, Utility Customer acknowledges that, as the Utility Customer for this EV Charging Project, they are entitled to the EV Charge SF incentive payment, and, if applicable, they agree to redirecting this incentive payment to the Incentive Payee listed above in this Incentive Agreement.

Utility Customer further certifies that they have the authority to enter into this Agreement and that all information provided is true and correct and acknowledges that information found to be false or misleading is grounds to void the Incentive Agreement and reject or cancel the incentive reservation.

Utility Customer Name (printed):

Utility Customer Signature:

Date:

FOR THE OWNER OF THE EV CHARGING EQUIPMENT:

The Owner of the EV Charging Equipment (Owner) will be (Choose 1): Applicant Site Host Utility Customer

The Owner will:

1. At their own expense, obtain and maintain all licenses and permits needed to implement and operate the EV Charging Project, and to maintain and operate the EV Charging Equipment for a minimum of three years.
2. Provide the City the right to claim and report benefits, credits, allowances, or any other right resulting from the environmental gains associated with the Project for the purpose of compliance with any local, state, federal, or international program governing environmental attributes, for a period of not less than five years. Note: This Agreement does not require the Owner to pledge to the City any Low Carbon Fuel Standard credits earned for the incentivized EV Charging Equipment.

Owner of the EV Charging Equipment (Owner) certifies that they have the authority to enter into this Agreement and that all information provided is true and correct and acknowledges that information found to be false or misleading is grounds to void the Incentive Agreement and reject or cancel the incentive reservation.

Owner Name (printed):

Owner Signature:

Date:

Data Privacy Authorizations

Each Signatory to this Incentive Agreement acknowledges and agrees to the following:

- To implement this Program, the SFPUC may need to share Utility Customer Data (defined below) with the Project's Applicant, Site Host, contractors, vendors, and other third parties.
- "Customer Data" means individual customers' names, addresses, email addresses, telephone numbers, account numbers, payment information, Hetch Hetchy Power or CleanPowerSF active status, and utility usage, including electric energy usage data.
- Employees of the SFPUC, which also includes CleanPowerSF and Hetch Hetchy Power employees, and other City and County of San Francisco employees, agents, and representatives are authorized to access my Customer Data to manage and process this application and implement this Program.
- Customer Data collected from this form and subsequent Program participation may be used by the EV Charge SF Program for Program evaluation, reporting, case studies, promotional materials, and Program improvement.
- If an Authorized Agent is designated by the Applicant, SFPUC, other City and County of San Francisco employees, agents, and representatives are authorized to share Customer Data with that Authorized Agent or their designees.

For more information about how SFPUC protects your information, see, for example, our CleanPowerSF [Privacy Policy](#).