

Fleet Make Ready Agreement
PacifiCorp's Fleet Make Ready Program

Background

PacifiCorp, an Oregon corporation d/b/a Pacific Power ("Pacific Power") administers the PacifiCorp's Fleet Make Ready Program ("Program"). [Applicant Entity] ("Recipient") has submitted a Program application ("Application") to Pacific Power for the Program. Pacific Power has reviewed Recipient's Application, and in furtherance of Program goals, now desires to accept the Customers Application and the terms and conditions of this Fleet Make Ready Agreement ("Agreement"). As a condition to receipt of such, the Recipient agrees to the terms and conditions set out in this Agreement.

Terms and Conditions

- 1 Effective Date.** This Agreement is effective as of the last date of signature below.
- 2 Incentive.** The Fleet Make Ready Program Incentive ("Incentive") shall be in the amount of \$[] as provided for in Section 5.
- 3 Project.** The Project is described in detail in Recipient's Application, attached hereto as Appendix A. Recipient expects to complete the Project by [] ("Completion Deadline"). The Completion Deadline may only be modified by written agreement of Pacific Power and Recipient.
- 4. Conditions to be Satisfied Prior to Incentive.** Each of the below Incentive Preconditions must be satisfied prior to Pacific Power issuing the Incentive to Recipient:
 - 4.1 Recipient shall provide any information related to Recipient's Application that Pacific Power has requested; and
 - 4.2 Recipient shall provide a W9 form identifying Recipient's tax identification number.
- 5. Payment.** After all of the Incentive Preconditions have been met to PacifiCorp's satisfaction, PacifiCorp will pay to Recipient the Incentive within 30 days by issuing a check to Recipient at the address identified in Recipient's W9 form consistent with the following schedule:
 - 5.1 First 50% Incentive Release.** The first 50% of the Incentive will be released once the Recipient has obtained all necessary building permits and completed all program pre-requisites **as described in the Program Application.**
 - 5.2 Cost Deviations.**
 - 5.2.1 Cost Variance within the 10% Incentive Threshold**
 - a. Costs Exceeds Incentive (Not Exceeding 10% Over): If the Recipient's actual project costs exceed the Incentive by an amount that is less than 10% of the Incentive, the Recipient shall receive the full Incentive as originally agreed. There shall be no increase in the incentive payment under these circumstances.

b. **Costs Below Incentive (Not Exceeding 10% Under):** If the Recipient's actual project costs are less than the Incentive by an amount that is less than 10% of the Incentive, the Recipient shall still receive the full Incentive as originally agreed.

5.2.2 Cost Variance Beyond 10% Threshold

a. **Costs Exceeding the Threshold:** If the Recipient's actual project costs exceed the Incentive by an amount more than 10% of the Incentive, an adjustment to the Incentive will be considered at PacifiCorp's sole discretion. If awarded, an adjusted Incentive will reflect the extent of the cost overrun, subject to a cost deviation review process.

b. **Costs Below Threshold -** If the Recipient's actual project costs are less than the Incentive by an amount more than 10% of the Incentive, a downward adjustment to the final Incentive release under Section 5.3 will be made following a cost deviation review.

5.2.3 Maximum Incentive Cap. Notwithstanding the above conditions, the total Incentive for the Recipient's project under this program shall not exceed \$100,000. This cap is in place to ensure equitable distribution of program funds and maintain budgetary constraints.

5.3 **Final 100% Incentive Release.** The remaining balance of the Incentive will be released following completion of construction and submittal of all final documents to Pacific Power.

6. **Project Requirements.** Recipient must comply with each of the below requirements (together, the "Project Requirements"):

- 6.1 Recipient may apply the Incentive only to the following Project costs: Engineering fees, permitting fees, behind-the-meter equipment (excluding EV Charging Stations), construction labor, and construction materials.
- 6.2 If Recipient does not expend the entire amount of the Incentive on the Project by the Completion Deadline, Customer shall refund any unused portion of the Incentive to Pacific Power within 30 days after the Completion Deadline.
- 6.3 Recipient shall complete the Project by the Completion Deadline.
- 6.4 Pacific Power may request reasonable information related to the Project, which Recipient shall promptly provide. Recipient shall notify Pacific Power of all major Project milestones, such as issuance of a notice to proceed to construction of any Project infrastructure. Recipient shall notify Pacific Power upon Project completion and provide any information documenting the completed Project at Pacific Power's reasonable request.

6.5 Recipient has the option to grant or transfer to Pacific Power title to any Oregon Clean Fuels Program Credits generated by the Project. Recipient can designate Pacific Power as its designated aggregator using the most recent “Oregon Clean Fuels Program Aggregator Designation Form” issued by the Oregon Department of Environmental Quality.]¹¹

6.6 Recipient shall comply with the following education and outreach requirements:

6.6.1 Recipient shall include the following statement on all signage, materials, and communications, both printed and non-printed, as part of the Project: “This project was made possible with support from Pacific Power.” Any variation of this statement must be approved by Pacific Power in writing before used by Recipient.

6.6.2 Recipient shall seek prior approval from Pacific Power for all materials that use the Pacific Power logo.

6.6.3 Recipient shall provide Pacific Power representatives an opportunity to participate in celebrations or events related to the Project.

6.6.4 Recipient shall allow Pacific Power to include information regarding the Project in Pacific Power’s public communications. This includes Pacific Power’s use of photographs of the Project in brochures and on internet pages.

6.6.5 Recipient shall promptly notify Pacific Power of any media engagement, public announcements or events related to the Project.

7. **Recipient Breach; Incentive Return.** If (i) Recipient fails to comply with the Program Requirements; (ii) Recipient’s representations and warranties in this Agreement are determined by Pacific Power to be untrue; or (iii) Recipient materially breaches any other terms and conditions of this Agreement (each, a “Recipient Breach”), then Pacific Power may provide notice describing such Recipient Breach to Recipient. If Recipient does not cure the Recipient Breach within 14 days of the date of such notice (or within a longer period if Pacific Power determines in its sole discretion that additional time is required to cure) then Recipient shall refund the Incentive to Pacific Power in its entirety within five business days.

8. Project Data

8.1 Recipient shall provide Pacific Power with all data generated by the Project, including but not limited to kilowatt-hour (“kWh”), session data details, uptime % per port, price (\$/kWh), and all other driving and charging behavior data outlined in Appendix B for the life of the Project on a quarterly basis or upon request by Pacific Power. Recipient shall coordinate with Pacific Power to execute any agreements and make arrangements necessary to provide Pacific Power with access to such data and will make reasonable efforts to seek consents from third parties to share such data with Pacific Power.

8.2 Recipient authorizes Pacific Power and its agents, contractors, and service providers, to collect, duplicate, disseminate, release, disclose and share Recipient's personal information or data related to Recipient's enrollment and participation in the Program, which can include but is not necessarily limited to Recipient's name, email address, service address, utility account number, Recipient's enrollment information, statistics and data about Recipient's energy use, any opt out decisions or actions by Recipient, or other information related to Recipient's participation in the Program. Any personal information or data collected by Pacific Power during the course of the Program will be used only for administering or reporting on the Program and as described in Pacific Power's Privacy Policy available at www.pacificpower.net/privacy.html. This information will be used by Pacific Power for the administration, evaluation, and reporting on the Program. Recipient agree that information about Recipient's service account, energy usage, and devices connected to Recipient's service account, as well as any information Recipient provides while applying for the Program or that is related to the Program may be shared by Pacific Power with its agents, contractors, service providers, and utility regulators for the purpose of ensuring enrollment eligibility, compliance with Program requirements and analyzing program performance, fraud prevention, security, or as required to comply with state and/or federal law, regulation, and other legal action. In those cases, Pacific Power and its agents, contractors, and service providers shall comply with all applicable legal requirements before making such disclosure. Recipient consent to receive emails and other notifications, including test messages, sent by Pacific Power related to your participation in the Program.

8.3 **Use of data for reporting:** Pacific Power may summarize or provide information about the results of the Program in publicly available studies or reports. In such case, data will be anonymized in a way that Recipient cannot be individually identified. By signing up to participate in the Program, Recipient consent to this information being accessed and provided to or by Pacific Power its agents, contractors, and service providers.

8.4 Project with EVSE components (Level 2 or DC Fast Charging stations) will have a life of 10 years from the powering on date and recipients must ensure that charging ports have an average annual uptime of greater than 97% (to the best of their ability). A charging port is considered "up" when its hardware and software are both online and available for use, or in use, and the charging port successfully dispenses electricity as expected.

9. **Notice.** Any communication or notice issued by a party pursuant to this Agreement shall be in writing and provided to the other party as follows:

- If to Pacific Power, by email to plugin@pacificpower.net.
- If to Recipient [REDACTED]^[2]

Either party may update its method of receiving notice by written notice to the other party as provided above.

10. Recipient Representations and Warranties. Recipient represents and warrants as follows:

- 10.1 Recipient is a non-residential customer of Pacific Power.
- 10.2 Recipient shall have all authorizations and permits required under applicable law to complete the Project, including, as applicable, to construct the Project, purchase Project assets, and maintain and use the Project as intended.
- 10.3 Recipient is authorized to enter into this Agreement, and the person executing this Agreement on behalf of Recipient is authorized to bind Recipient.

11. Miscellaneous.

11.1 WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

11.2 Limitation of Liability. Pacific Power's sole financial responsibility under this Agreement shall be the payment of the Incentive. To the fullest extent permitted by law, Pacific Power's liability under this Agreement shall be limited to the payment of the Incentive pursuant to the terms of this Agreement, and Pacific Power will have no further liability, whether in contract, tort, indemnity, or otherwise, and whether pursuant to a claim for direct, indirect, consequential, incidental, or punitive damages.

11.3 Indemnification: Recipient shall defend, protect, indemnify and hold harmless Pacific Power and its directors, employees, contractors, agents, and service providers (collectively, the "Indemnified Parties") against all claims, losses, expenses, damages, demands, judgments, causes of action, suits, costs (including attorney's fees and expenses) and liability of every kind and character whatsoever ("Claims") arising out of or related in any way to, directly or indirectly, Recipient's enrolment and participation in the Program; provided however, that Recipient shall not be required to indemnify and hold harmless any Indemnified Party member against Claims adjudicated to have been caused by their sole negligence or willful misconduct.

11.4 Fraud: Any person who knowingly completes an on-line enrollment containing any materially false information or who purposely or misleadingly conceals information subjects such person to criminal and civil penalties. Any and all funds determined to have been acquired on the basis of inaccurate or fraudulent information must be returned to Pacific Power. Any customer found to be

engaged in fraudulent activity or misrepresentation of any kind will be removed from the Program. This section shall not limit other remedies that may be available for the filing of a false or fraudulent on-line enrollment, including, but not limited to, referral to law enforcement authorities.

- 11.5 Tax Liability:** Recipient acknowledges that receipt of any incentive pursuant to the Program may result in taxable income to the Recipient, and that Recipient is solely responsible for payment and reporting with respect to Recipient's federal, state, and local taxes. Recipient should consult its own tax advisor with respect to the tax treatment of incentives provided pursuant to the Program. Pacific Power is not responsible for any tax liability which may be imposed on the Recipient as a result of any incentive payment. Nothing in this Agreement is intended to constitute tax advice and cannot be used for the purpose of avoiding penalties under the Internal Revenue Code or state tax codes.
- 11.6** The terms and conditions set forth herein, including all attachments and incorporated references, constitute a complete statement of the terms and conditions applicable to the Program and supersede all prior representations or understandings, whether written or oral. The waiver of any of the rights or remedies arising pursuant to this Agreement on any occasion by any party shall not constitute a waiver of any rights or remedies in respect to any subsequent breach or default of the terms of this Agreement. As a condition of participating in this Program, Recipient agrees that all disputes that cannot be resolved amicably will be resolved individually and will not be subject to class action or other similar process. Recipient waives all rights or claims for incidental, punitive, consequential, or other special damages, including attorneys' fees.
- 11.7 No Partnership.** This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between Recipient and Pacific Power or to impose any partnership obligation or partnership liability upon either party. Neither Recipient nor Pacific Power shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other party.
- 11.8 Entire Agreement.** This Agreement constitutes the entire understanding between Recipient and Pacific Power relating to the Incentive and the other matters addressed by this Agreement.— This Agreement may be amended only in a writing signed by both parties.

[Remainder of Page Left Intentionally Blank]

Recipient

Signature:

Date:

Printed Name:

Title:

Organization:

Pacific Power

Signature:

Date:

Printed Name:

Title:

[\[2\]](#) Note to Recipient – Please include multiple points of contact to ensure that notice is received by Recipient.

Appendix A: Project Site Information

Appendix B: Required Data Fields

The below fields describe what shall be provided to Pacific Power either through direct API with the network service provider (NSPs) or submitted to Pacific Power on a quarterly basis. This is information that is readily available with NSPs. Some of the information below will be preset with the project and developed with Pacific Power.

FINAL VARIABLE	FINAL DESCRIPTION
PROJECT	
project_id	Unique identity specific project
site_id	Unique identity specific to the address-specific site
org_name	Organization name of the obligated party
project_award_date	Date when project funding was awarded
poc_email	Obligated party point of contact email address
poc_first_name	Obligated party point of contact first name
poc_last_name	Obligated party point of contact last name
primary_funding_source	Primary public funding source for the project/application
primary_funding_type	Primary public funding source for the project/application
primary_funding	Amount of funding station received from the primary funding source dedicated to the charging site (can include funds for installation, e.g., make-ready, equipment, and site preparation, but should not include any funding for station operation)
utility_makeready	Amount of funding the project received from electric utilities dedicated to infrastructure make-ready
utility_funding_other	Amount of funding the project received from utility for equipment or other non-make-ready costs (should not include any funding for operational costs)
other_makeready	Amount of other public funding station received dedicated to infrastructure make-ready
other_funding_other	Amount of other public funding project received for equipment or other non-make-ready costs (should not include any funding for operational costs)
cost_share	Funding amount project has received from other (private, non-utility) sources when combined with primary_funding and utility_funding and other_public_funding equals the total cost of the charging installation
in_dac	Project is located inside of disadvantaged community as defined by local jurisdiction
dac_proximate	Project is located within a program specified distance from disadvantaged community as defined by local jurisdiction
total_power	The total charger power capacity (in kW) deployed by the project - if stations share power supplies, only the maximum simulataneous power output should be reported
util_account_num	An alphanumeric field represent the utility account number for the service providing power to the data source
data_provider_org	Data provider organization name – may be the same as obligated party

data_provider_poc_email	Email address for data provider point of contact – may be the same as obligated party point of contact
data_provider_poc_last	Last name of the data provider point of contact
data_provider_poc_first	First name of the data provider point of contact
network	Name of network service provider (if any) – may be same as data provider
network_contact	Email address for network service provider – may be same as data provider
SITE	
site_id	Unique identity specific to the address-specific site
site_name	Descriptive name of charging site (e.g., Mercy Hospital)
address_1	Site street address line one (e.g. 1600 Pennsylvania Ave NW)
address_2	Site address line two, (e.g. Unit 1)
city	Site city
state	Site state
zip_code	Site ZIP code
latitude	Latitude of site location
longitude	Longitude of site location
access_type	Type of access available (public/unrestricted, private/restricted)
host_first_name	Location site host point of contact first name
host_last_name	Location site host point of contact last name
host_email	Location site host point of contact email address
county	Site county (or county analogue)
site_type_detail	Additional detail on site host land use
CHARGER	
site_id	Unique identity specific to the address-specific site
station_id	Unique identifier of charging station – must match the data provider ID for the station if managed by a third party data provider
station_serial	Unique identifier of charging station derived from station serial number or network identifier (e.g., 123-345-2)
station_name	Name of charging station
is_active	Operational status of station at date entered
power_level_kw	Maximum charging power level of the station in kilowatts
num_ports	Number of simultaneously usable ports

station_activation_date	The first (full or partial) day where the station is fully operable and accessible for its intended purpose
charger_type	Charging station type (level)
connector_type	Charging connector type(s)
parking_fee	Fee charged for parking if separate from time_fee
idle_fee	Fee charged for minutes not charging if separate from time fee
operating_hours	Number of hours station is open per day—e.g., a station that is always open has a value of 24 whereas a station that is open from 6 am to 6 pm has a value of 12
manufacturer_name	Charging equipment manufacturer name
model_number	Charging station model number
serial_number	Charging station serial number unique to charging equipment provider
latitude	Latitude of charger location
longitude	Longitude of charger location
evse_manufacturer	Evse manufacturer
port_id	Unique identification number of the port
operating_status	Operational status of station (Active or Inactive) at time of inventory
outage_count	Number of outages a charger reported by data source
outage_duration	Duration of outages reported by data source
SESSION	
session_id	Session identifier that is unique to port_id and station_id
station_id	Station identifier
port_number	Port identifier that signifies which station port was used (1 for single port stations, 1,2+ for multiport stations)
plug_start_datetime	Date and time of session initialization (plug in)
plug_end_datetime	Date and time of session termination (plug out)
charge_start_datetime	Date and time when charging began
charge_end_datetime	Charging end date time
session_duration	Total duration of session (plug in to plug out)
charging_duration	Total duration of time when electricity was actively dispensed - may not always be equal to the difference between charge_start_datetime and charge_end_datetime due to charge interruptions or managed charging
energy_kwh	Electricity dispensed (in kilowatt-hours) during charging session
peak_kw	Session maximum power delivery (in kilowatts)
total_fee_charged	The amount charged to the EV driver, in USD, where applicable - zero if driver was not charged for an otherwise paid charger, NULL if charger is not paid
energy_fee	Fee charged to user per kilowatt-hour
session_fee	Fee charged to user per session

user_id	Anonymized network-specific id for each unique user
successful_completion	Whether or not the session ended as expected
ended_by	Cause of the session to end (e.g., unplugged while charging).
start_soc	Battery state of charge at session start represented as a decimal between 0 and 1
end_soc	Battery state of charge at session end represented as a decimal between 0 and 1
max_demand_kw	Peak demand kW of session