Seattle City Light

FLEET ELECTRIFICATION PROGRAM

Charging Solutions: Incentive Application

APPLICATION SUMMARY

Instructions: Please complete this application to the best of your ability. Complete one application per equipment installation address ("project site"). If you have not yet installed charging infrastructure but are applying to pre-qualify for incentives, please complete this application based on installation plans and quotes.

Applications and required documentation can be emailed as an attachment to eFleets@seattle.gov. Refer to the Additional Documentation Section of this application for details on required documentation for this program.

Application Type *(Select all that apply)*	☐ **On-Road Vehicle Charging** ☐ **Non-Road Equipment Infrastructure**				
Participant Information	**Company Name**				
	Phone				
	City Light Electric Service Account Number				
	Premise Address *(Electric service address for equipment installation)*	Street	City	State	ZIP Code
	Billing Address *(If different from premise address. This is the address the incentive check should be mailed to.)*	Street	City	State	ZIP Code
Participant Contact	**Name**				
	Phone				
	Email				
	Participant Type *(Select all that apply)*	☐ Building Owner ☐ City Light Service Account Holder ☐ Electric User ☐ Other			
	If you selected "Other" above, please describe your relationship to the Account Holder.				

Incentive Payment Details

Participant Company is Payee for incentive check	☐ Yes ☐ No
If the Participant Company is not the Payee, please list the Payee's company name for the incentive check	
I have read and agree to program terms	☐ Yes ☐ No

Participant Name			
Participant Signature		**Date**	

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CHARGING PROJECT INFORMATION		
Project Costs[1]		
Please fill out this section by describing the charging infrastructure costs for which you are seeking incentive funding. If you have not yet installed charging infrastructure but are applying to pre-qualify for incentives, please complete this section to the best of your ability based on installation plans and quotes.		
Item		**Total Cost Across All Chargers**
Electric Grid Upgrade Costs (Costs from upgrading your electric service to power the charging equipment)		$
Make-Ready Costs (For behind-the-meter and to-the-meter infrastructure upgrade costs, see Program Manual for full list of coverage.)		$
Material and Hardware Cost for the Electric Vehicle Supply Equipment (EVSE, otherwise known as the charger) **or Non-Road Infrastructure**		$
Installation Cost for the EVSE or Non-Road Infrastructure (Direct cost, NOT including make-ready costs)		$
Other Costs (May include design, engineering, consulting services, permitting, and other costs)		$
Other Cost Description (Please specify what is included in Other Costs)		
	Total Project Cost	**$ 0.00**

Partcipant's Other External Funding[2]				
Please describe all additional funding that you have received or expect to receive for the charging infrastructure for which you seek Seattle City Light incentive funding.				
Type of Funding *Grant, Loan, Investment, In-Kind Contribution, Other – Please Specify*	**Name of Funding Organization**	**Funding Amount**	**To Which Costs Did/Will the Funding Apply?** *Electric Upgrade; EVSE: Installation, Material & Hardware; Make-Ready: Construction and Installation, Design and Engineering, Permitting, Procurement*	**Please Indicate the Status of this Funding** *Plan to Apply, Applied, Awaiting Award, Awarded*

[1] Rebate amounts are the lesser of 50% of total charger equipment and installation costs, or the per-port incentive caps as stated on the program Terms and Conditions.

[2] City Light will not provide funding that contributes to the customer more than the total cost of the approved project when also considering funding received from other sources; see program Terms and Conditions for more details.

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EQUIPMENT INFORMATION

Please fill out this section by describing the charging infrastructure for which you are seeking incentive funding. If you have not yet installed charging infrastructure but are applying to pre-qualify for incentives, please complete this section to the best of your ability based on installation plans and quotes.

Installation Status *Not Started (planned), Not Started (procured), Under Construction, Complete*			
Installation Start Date		**Installation End Date**	
Contractor Company			
Charger Connected to Third-Party Network	☐ Yes ☐ No	**Charging Network Provider**	

Charger or Infrastructure Type (See "Charger" column in the "Equipment Eligible for Incentives" table on page 4)	**Make, Model, & Year or VIN of Vehicle Supported**	**Replaced Vehicle Fuel Type** (See "Replaced Fuel Type Classifications" on page 4)	**Minimum Charger Power Output Level** (In kilowatts, kW)	**Charger Manufacturer**	**Charger Model Name**	**Charger Serial Number(s)**	**Quantity of Chargers**	**Ports per Charger**	**Requested Incentive**
									$
									$
									$
									$
									$
									$
									$
									$
								Total Incentive Requested	$ 0.00

ADDITIONAL DOCUMENTATION TO PROVIDE WITH THIS APPLICATION FORM (REQUIRED)

Participants who have already installed charging infrastructure must provide the following documentation in addition to this application form.

1. Itemized receipts or invoices of all costs for which the program participant seeks incentive funding.
2. Written intent to purchase at least one vehicle that will be charged using the equipment installed through this program, such as a purchase order.
3. Signed Participation Agreement.

Participants who have not yet installed charging infrastructure but are applying to pre-qualify for incentives must provide quotes or a written plan for their infrastructure installation.

Seattle City Light

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Charging Solutions: Incentive Application

Replaced Fuel Type Classifications			
Gasoline	Diesel	CNG	LPG
E85	Electricity	Non-Road Diesel Fuel	Marine Diesel Fuel

EQUIPMENT ELIGIBLE FOR INCENTIVES		
On-Road Vehicle Charger Incentives		
Technology	**Charger**	**Incentive per Port**[3]
EV Chargers	Level 2 Wall Mount	$3,000
	Level 2 Pedestal Mount	$4,000
	DCFC 50 kW+	$30,000
	DCFC 150 kW+	$50,000
Non-Road Equipment Infrastructure Incentives		
Technology	**Charger**	**Incentive per Port**[3]
Forklift Chargers	Rapid or Conventional	$1,000
Electric Standby Truck Refrigeration Infrastructure	Wall or Pedestal Mount	$1,000
Yard Truck Chargers or Rail Yard Equipment Chargers[4]	Level 2 Wall Mount	$3,000
	Level 2 Pedestal Mount	$4,000
	DCFC 50 kW+	$30,000
	DCFC 150 kW+	$50,000
	DCFC 350 kW+	$100,000

[3] Incentives are not to exceed 50% of total charger and installation costs or the per-port incentive cap, whichever is lower. Additional funding caps per site may apply. See Terms and Conditions for more information.

[4] Electric rail yard equipment includes rail yard switchers and rail car movers.

Seattle City Light

Customer Energy Solutions

ON-ROAD VEHICLE AND NON-ROAD EQUIPMENT CHARGER REBATE PARTICIPATION AGREEMENT

Today's Date	

Contract Information[1]	
Contract Number	
Project Name	

Customer Information	
Customer Name	

TERMS & CONDITIONS

This Program Participation Agreement is entered into by and between the City of Seattle, doing business as Seattle City Light (hereinafter referred to as "the City") and Customer/Program Participant" (hereinafter referred to as "Customer" or "Participant"). Customer is voluntarily participating in the Seattle City Light Energy Program ("hereinafter "Program") to implement fleet electrification advisory service at the Site Address and other locations as identified on Program documents, (collectively referred to as "Project"). All references to Customer or Participant shall mean the legal property owner, corporate officer, agent or representative of the business entity named in this agreement, notwithstanding any use of any inconsistent terms referenced herein. In consideration for Customer's participation and full performance in the Program, both parties agree to the following:

1. **Term of Agreement.** This Participation Agreement shall become effective on the date of execution and shall remain in effect for 2 years subject to any terms set forth herein.

2. **Incorporation of Program Manual**. This Participation Agreement shall incorporate as terms and conditions to this agreement all of the Project Specific Specifications and Program Manual. In the event of any conflict or inconsistency between this Participation Agreement and attachments, this Participation Agreement shall be controlling.

[1] To be filled out by Seattle City Light and ICF

3. **Amendments.** If either party desires a change in the items specified in this Participation Agreement an amendment must be requested through written notice. Changes to this Participation Agreement will only be effective if set forth in a document signed by authorized representatives of both the City and the Participant.

4. **Voluntary Participation/Assumption of Risk.** Participant is fully aware of the risks and hazards connected with the activities of implementing vehicle chargers and vehicle charging infrastructure. Participant is aware that such activities include the risk of injury and even death, and Participant hereby elects to participate voluntarily in the Program knowing that the activities may be hazardous to Participant's property and person. Participant voluntarily assumes full responsibility for any risks of loss, property damage, or personal injury, including death, which may be sustained by Participant, or any loss or damage to property owned by Participant, as a result of being engaged in such activities, to the fullest extent allowed by law.

5. **Installation and Payment Program.**
   a) Participant shall implement vehicle chargers at the Site Address according to the Program Manual and any project specific specifications. Upon completion of the performance of such implementation activities in the manner required by applicable terms and conditions, Participant shall also provide accurate and complete documentation acceptable to the City, including Program Forms and information related to Vehicle chargers, such as the purchase and/or installation costs, in order to become eligible for a rebate payment under the Program.
   b) The City is not obligated to pay any rebate or incentive amount until the City has performed a post-installation verification and analysis of charger instillation for program purposes and determined in its sole discretion that all Program Manual requirements have been fulfilled to the satisfaction of the City. The City will pay the Participant the City's Program Rate as defined in the terms and conditions, unless City funding becomes unavailable, depleted or the program terms and conditions, and other Program policies change or limit the rebate payment. The rebate calculation rate and methodology, and the method and timing of disbursement under the Program shall at all times be in the City's sole discretion, and subject to change without notice.
   c) Participant shall be responsible for payment of any applicable federal, state or local income and corporate tax liability associated with Participant's receipt of the City's rebate payment. This Participation Agreement applies to only the Program Participant and the Project at the Site Address. Should additional projects be requested by the SCL customer, new program forms must be submitted and approved by the City in accordance with all applicable Program Manuals and terms and conditions.

7. **Compliance with Laws.** Participant represents and warrants that Participant, his/her agent and employees, or any contractors retained to install or maintain the equipment, are familiar with, and at all times will comply with all applicable federal, state and local laws, codes, ordinances, rules and regulations, Program Manual, Service Agreement and other program policies, terms and conditions, including but not limited to those pertaining to the implementation of vehicle chargers and supporting infrastructure at the Site Address.

8. **Public Records Act Compliance.** The City will release documents and records related to this Participation Agreement when the City determines it is required to do so by Washington's Public Records Act, RCW Chapter 42.56, or other disclosure laws. Additionally, as a party contracting with a

governmental entity, Participant may have obligations under disclosure laws. Participant is responsible for understanding and complying with any applicable disclosure requirements.

9. **The City of Seattle Disclaimer for Program.** The City disclaims, any and all implied or express warranties, including without limitation, any representations or promises with respect to the vehicles, vehicle chargers, materials or labor required for the implementation of the vehicles and vehicle chargers on customer's site, or the cost of such equipment, materials and labor that may accrue from the implementation of such vehicles and vehicle chargers. The City makes no implied or express warranties regarding this program, its policies, procedures, its administrative verifications, and / or any owner purchased and / or installed equipment, or equipment installed by a third-party contractor, and specifically disclaims any warranty or merchantability or fitness of such equipment for any particular purpose. Any required maintenance, repair or replacement of the equipment shall be the sole responsibility of, and at the expense of the customer. This disclaimer shall survive any cancellation, completion, termination or expiration of the customer's participation in the program.

10. **Indemnity/Limitation of Liability.**

a) Participant acknowledges and agrees: (i) participation in this Program is voluntary, (ii) that the City is providing Fleet Advisory services and / or limited rebate payments for electric vehicle chargers, and (iii) that the City assumes no liability for Participant's decision to enter into this Agreement, for the vehicle chargers selected by Participant, any third parties selected by Participants to implement such vehicle chargers, or any disputes arising out of repair or replacement of the equipment installed hereunder. To the fullest extent allowed by law, Participant agrees to release, and defend, indemnify, and hold harmless the City, its departments, subsidiaries, affiliates and officers, directors, employees, agents, representatives or volunteers, from any and all claims, losses, harm, costs, liabilities, damages and expenses (including attorney's fees) of any nature whatsoever, or allegations thereof, arising directly or indirectly out of any act, omission, fault or negligence of Participant or any third party selected by Participant in connection with this Agreement, or the purchase, installation, or use of the equipment applicable under this Agreement, except to the extent that any such claims, losses, harm, costs, liabilities, damages and expenses are caused by the City's negligence or willful misconduct. Participant's indemnity, protection, and hold harmless obligations shall include any demand, claim, assignment, suit or judgment for damages to property or injury to or death of persons, or for any rebate payment by the City, or for any payment made under or in connection with any Workers' Compensation law or under any plan for employees' disability and death benefits. Participant expressly waives by mutual negotiation, all immunity and limitation on liability under any industrial insurance act, including Title 51 RCW, other Workers' Compensation Act, Disability Benefit Act, or other Employee Benefit Act of any jurisdiction, which would otherwise be applicable in the case of such claim.

b) To the fullest extent allowed by law, the City's liability shall be limited to paying only the City approved rebates in accordance with this Participation Agreement and the Program's Specifications, Requirements, and other Program policies. The City, and its departments, affiliates and officers, directors, employees, agents, representatives or volunteers shall maintain no liability to the Participant or any other party for any other obligation under the Program. In no event, whether as a result of breach of contract, tort, or any other theory of recovery shall the City be liable in connection with this Participation Agreement or the Program for any or all special, indirect, incidental, penal, punitive or consequential damages of any nature.

11. **Assignment.** This Participation Agreement will inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto. Participant may legally assign its rights and interests of any incentive payment over to a third-party contractor, but only upon execution of a Program Payment Assignment Form as set forth in the Program Manual and Forms, and upon the City's pre-approved consent.

12. **Governing Law and Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. Washington state courts shall have exclusive jurisdiction over any action at law or in equity to enforce the terms and conditions of this Agreement or to resolve any dispute arising out of this Agreement and King County Superior Court will be the exclusive venue for bringing any such action.

13. **Survivability.** The provisions of Sections 3-6 and 8-12 shall survive the expiration, termination, or completion of the Customer's participation in the Program.

14. **Affirmative Efforts for Inclusion of Women and Minorities.** Participant affirms that they do not discriminate against any employee or applicant for employment because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status or the presence of or any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. Participant shall affirmatively try to ensure applicants are employed, and employees are treated fairly during employment, without regard to race, color, age, sex, marital status, sexual orientation, gender identify, political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status or the presence of or any sensory, mental or physical handicap. Such efforts include, but are not limited to: employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other compensation, and training.
    The Participant shall comply with the requirements of SMC Ch. 20.45 and Equal Benefits Program Rules implementing such requirements, under which the Participant is obligated to provide the same or equivalent benefits ("equal benefits") to its employees with domestic partners as the Participant provides to its employees with spouses. At the City's request, the Participant shall provide complete information and verification of the Participant's compliance with SMC Ch. 20.45. Failure to cooperate with such a request shall constitute a material breach of this Agreement and the City may immediately terminate the Agreement with no further liability to City. Any violation of the mandatory requirements of this section, or a violation of Seattle Municipal Code Chapter 14.04 (Fair Employment Practices), Chapter 14.10 (Fair Contracting Practices), Chapter 20.42, Chapter 20.45 (City Contracts – Non-Discrimination in Benefits), or other local, state, or federal non-discrimination laws, shall be a material breach of contract for which the Participant may be subject to damages and sanctions provided for by this Agreement and by applicable law. In the event the Participant is in violation of this Section, the City may immediately terminate the Agreement with no further liability to City. Participant shall be subject to debarment from City contracting activities in accordance with Seattle Municipal Code Section 20.70 (Debarment).

15. **Severability.** If any provision of this Participation Agreement, in whole or in part, is deemed invalid by any court or administrative body of competent jurisdiction, then these provisions shall be construed as reformed to the extent necessary to render such provision valid, and the remaining provisions shall remain in effect as reformed. The Customer and the City agree that all provisions of these Terms and Conditions are severable.

By signing this Participation Agreement, I acknowledge that I have fully read, understand, and agree to be bound by the above Terms and Conditions of this Participation Agreement for participation in the Seattle City Light Energy Program.

I certify or declare, under penalty of perjury, under the laws of the State of Washington that I am the Seattle City Light customer and Program Participant, or the legal property owner, corporate officer, agent or representative of the business entity listed below, who is authorized on behalf of the Seattle City Light customer and Program Participant, to execute and agree to the terms and conditions of this Participation Agreement for participation in the Seattle City Light Energy Program.

Authorized Signature of Program Participant		**Date**	
Printed Name of Authorized Signer of Program Participant			
Title			

APPENDIX A.

Terms and Conditions for the Seattle City Light On-Road Vehicle and Non-Road Equipment Charger Rebate Pathway

Important: Throughout this document, the "Effective Period" refers to the period during which incentive applications will be accepted, from March 01, 2022 to December 31, 2023. Seattle City Light ("City Light") offers the Fleet Electrification Program, a suite of electric vehicle (EV) and EV charging infrastructure rebates including the following:

- **Charger Rebate Pathway:**
  - **The On-Road Vehicle Charger Rebates**, rebates to facilitate the installation of qualifying EV charging equipment and electrical infrastructure for fleets;
  - **The Non-Road Equipment Charger Rebates**, rebates to facilitate the installation of qualifying electric non-road equipment charging equipment and electrical infrastructure for non-road fleet equipment.

Terms and Conditions

The following terms and conditions apply to the Charger Rebate Pathway:

1. City Light has contracted with ICF Resources L.L.C. ("ICF") to act as the Program Administrator and authorizes ICF to administer the Charger Rebate Pathway including such activities, but not limited to, review, processing, and approval of Customer applications; pre- and post-inspections of Customer facilities and project information requests from Customer; measurement and verification activities; and issuing rebate checks.
2. Rebates are limited to a maximum of $200,000 per customer per year. Project applications which exceed the customer cap will be considered on an individual basis.
3. For the On-Road Vehicle Charger Rebates, funds are limited and rebate applications are accepted on a first-come, first-served basis and must be submitted during the Effective Period. Rebates are limited to a maximum of $30,000 per project site[2] per Customer for Level 2 chargers and $100,000 per project site per Customer for Direct Current Fast Chargers (DCFC). Rebate amounts are the lesser of 50% of total charger equipment and installation costs[3,4,5] or the per-port rebate caps as stated below:
   a. Level 2, Wall-Mounted Charger, Minimum Output Power of 6.6 kilowatts (kW): $3,000 per charger port
   b. Level 2, Pedestal-Mounted Charger, Minimum Output Power of 6.6 kW: $4,000 per charger port
   c. Direct Current Fast Charger (DCFC), Minimum Output Power of 50 kW: $30,000 per charger port
   d. Direct Current Fast Charger (DCFC), Minimum Output Power of 150 kW: $50,000 per charger port

   Project applications which exceed the caps above or those that include both Level 2 and DCFC will be considered on an individual basis.

[2] "Project site" refers to a physical location where charging infrastructure is to be installed. Each project site must be represented by a single street address and one or more City Light electric account number(s).

[3] Installation costs include the cost of materials and labor associated with the construction and installation of EVSE, behind-the-meter infrastructure, and to-the-meter infrastructure. Installation costs do not include the cost of EVSE itself.

[4] In reference to footnote 3 , "behind-the-meter infrastructure" refers to electrical equipment and infrastructure which is on the City Light utility customer's side of the electric meter, most often located on customer-owned property. An example of such infrastructure is the electric panel.

[5] In reference to footnote 3, "to-the-meter infrastructure" refers to electrical equipment and infrastructure which is on City Light's side of the electric meter, most often located off of customer-owned property but not exclusively. Examples of such infrastructure include transformers and City Light's distribution network.

4. For the Non-Road Equipment Charger Rebates, Funds are limited and rebate applications are accepted on a first-come, first-served basis and must be submitted during the Effective Period. Rebates are limited to a maximum of $30,000 per project site per Customer for Level 2 chargers, forklift chargers, and electric standby for transport refrigeration units (TRU). Rebates are limited to a maximum of $200,000 per project site per Customer for Direct Current Fast Chargers (DCFC). Rebate amounts are the lesser of 50% of total charger equipment and installation costs or the per-port rebate caps as stated below:
    a. Rapid or Conventional Forklift Charger: $1,000 per charger port
    b. Electric Standby TRU infrastructure, Minimum Voltage of 480 Volts (V): $1,000 per charger port
    c. Level 2, Wall-Mounted Charger, Minimum Output Power of 6.6 kilowatts (kW): $3,000 per charger port
    d. Level 2, Pedestal-Mounted Charger, Minimum Output Power of 6.6 kW: $4,000 per charger port
    e. Direct Current Fast Charger, Minimum Output Power of 50 kW: $30,000 per charger port
    f. Direct Current Fast Charger, Minimum Output Power of 150 kW: $50,000 per charger port
    g. Direct Current Fast Charger, Minimum Output Power of 350 kW: $100,000 per charger port

    Project applications which exceed the caps above or those that include both Level 2 and DCFC will be considered on an individual basis.
5. City Light-provided rebate funding will not exceed 100 percent of total project costs, nor will City Light provide funding that contributes to the customer more than the total cost of the approved project when also considering funding received from other sources. All customers will be required to report funding received from other sources in addition to City Light programs, and City Light will take this information into consideration when determining appropriate rebate funding amounts.
6. Charging equipment and electrical infrastructure must be installed within the Effective Period to qualify for rebates, from March 01, 2022 through December 31, 2023.
7. The Fleet Electrification Program Manual describes the eligibility requirements for EVSE that may be deployed through the Charger Rebate Pathway. Customer must read and comply with the eligibility requirements incorporated herein by reference. This document also provides information on the design and structure of the charger rebate pathway, including eligibility requirements that the Customer must meet to participate in this pathway.
8. To be eligible for rebates under the On-Road Vehicle Charger Rebate or Non-Road Equipment Charger Rebate, the participant must:
    a. Be a Seattle City Light commercial (non-residential) electric account holder or customer
    b. Have a vehicle fleet that contains at least one vehicle
    c. For On-Road Vehicle Chargers:
        i. Provide a receipt of purchase or lease from within six months of application for at least one electric vehicle which will be charged using the equipment and infrastructure installed through this program, or provide a written intent to purchase or lease at least one electric vehicle, such as a purchase order.
    d. For Non-Road Equipment Chargers:
        i. Provide a receipt of purchase or lease from within six months of application for at least one piece of eligible electric non-road equipment which will be charged using the charging equipment and infrastructure installed through this program, or provide a written intent to purchase or lease at least one piece of eligible electric equipment.
    e. Install charging equipment (or electric-standby infrastructure) on private property within City Light service territory
    f. Submit a completed Charger Rebate Application and any supplemental documentation that may be requested to verify eligibility

g. Purchase and install charging equipment that meets the program's eligibility requirements at the Customer's Account Service Address listed on the application
h. Abide by the program rules, eligibility requirements, and rebate levels in effect at the date of equipment installation.
i. Agree to a potential field inspection for verification and/or audit

9. Customer is solely responsible for the selection of equipment or infrastructure to be installed or implemented and for the selection of a third-party service provider ("Customer Contractor") to complete the installation and implementation of any equipment or vehicle chargers. City Light and ICF make no representations and provide no warranty or guaranty with respect to the design, manufacture, construction, safety, performance, or effectiveness of the newly installed equipment, including any warranties or merchantability or fitness for a particular purpose. Responsibility for delivery and workmanship related to any equipment or services the customer procures exclusively rests with the contractor or retailer selected by the customer. City Light and ICF assume no responsibility for oversight of contractor services or for any claims the Customer might have against the Customer Contractor, the manufacturer, or the retailer with regard to the vehicle chargers implemented under the On-Road Vehicle Charger Rebate Pathway or Non-Road Equipment Charger Rebate Pathway.
10. City Light reserves the right to inspect each EV charger port to verify compliance with the Terms and Conditions herein. If City Light chooses to inspect an EV charger port, City Light will contact the Customer to schedule the inspection. By signing and submitting the On-Road Vehicle Charger Rebate Application or the Non-Road Equipment Charger Rebate Application, the Customer agrees to provide City Light and its subcontractors with reasonable access to the project site during normal business hours. Customer consents to allow City Light or ICF access to usage data via the charging network if charger(s) deployed as part of the On-Road Vehicle Charger Rebate Pathway or Non-Road Equipment Charger Rebate Pathway are networked.
11. Any person who knowingly files an application 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 City Light. Any customer found to be engaged in fraudulent activity or misrepresentation of any kind will be removed from the Charger Rebate Pathway, and all other Fleet Electrification Program incentives. This section shall not limit other remedies that may be available for the filing of a false or fraudulent application, including, but not limited to, referral to law enforcement authorities.
12. City Light, ICF, or their respective agents, consultants, and subcontractors shall not have any responsibility for the discovery, presence, handling, removal, disposal of, or exposure of persons to hazardous materials of any kind in connection with Customer's facility, including without limitation, asbestos, asbestos products, Polychlorinated biphenyls ("PCBs"), or other toxic substances.
13. The terms and conditions set forth herein constitute a complete statement of the Terms and Conditions applicable to this promotion, and supersede all prior representations or understandings, whether written or oral. City Light shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind that is not set forth herein. City Light reserves the right to change or cancel this promotion or its terms and conditions at any time.