

# EV Charging Rebates application

## Program overview

The AES Indiana EV Charging Rebates Program (Program) provides technical assistance, information and incentives to eligible commercial customers of AES Indiana to install and implement Electric Vehicle Supply Equipment (EVSE) primarily for use by Public Use EVs. Public Use EVs are defined as vehicles used primarily to deliver goods or services to the public, such as: school buses transit buses, or other vehicles providing goods or services to the public. EV charging for personal-use vehicles, such as at multi-family or public locations, is not eligible.

Customers who participate in the Program will automatically be enrolled in AES Indiana's EV Charging Rewards for Business Program (Charging Rewards). The Charging Rewards Program provides customers the opportunity to earn incentives for curtailing charging during peak period events. A signal is sent to the EVSE to initiate events that curtail charging during charging periods of high electricity demand. Customers participating in Charging Rewards may opt out of participating in a peak period event.

The Program and Charging Rewards are offered on a first-come, first-served basis from November 1, 2024, through June 30, 2027, while funding lasts.

## Program eligibility

Customer confirms that EVSE will be connected to electric distribution service from AES Indiana. Customer agrees to provide full and accurate usage data and other information upon request. Customer also agrees to provide access to CLEAResult, Sponsor and any third-party contractor (Contractor) for the purpose of participating in the Program.

## Instructions

**Step 1:** Complete this application **before purchasing equipment or beginning construction.**

**Step 2:** Submit the completed application and Required Documentation.

**Step 3:** Receive an incentive Reservation Letter from the Program.

**Step 4:** Purchase equipment and complete construction within the timeframe given in the Reservation Letter.

**Step 5:** Notify the Program of project completion using the Payment Request Form provided with the Reservation Letter.

Email: [EV@aesindianarebates.com](mailto:EV@aesindianarebates.com)

CUSTOMER INFORMATION		
Electric Account: (Select one) <input type="checkbox"/> Existing <input type="checkbox"/> New	Electric Account Number (if existing):	Project will provide charging for Public Use EVs <sup>1</sup> : (Select one) <input type="checkbox"/> Yes <input type="checkbox"/> No
Customer Account Name:	Contact Name:	
Mailing Address:		
City:	State:	ZIP Code:
Email:	Office Phone:	Mobile Phone:

<sup>1</sup>Public Use EVs are defined by Indiana Code chapter 8-1-43.

PUBLIC USE VEHICLES				
What type(s) of Public Use Vehicles will utilize EVSE? (Check all that apply)				
<input type="checkbox"/> Emergency Response Vehicles (Police, Fire, EMS)	<input type="checkbox"/> Mass Transit Van/Shuttle/Bus (School, City, Tour)	<input type="checkbox"/> For-Hire Passenger Transit (Taxi, Senior Care, Disability Transport)	<input type="checkbox"/> Delivery Vans/Trucks (Parcel, Freight, Goods Courier)	<input type="checkbox"/> Work Trucks (Refuse, Utility, Construction)
<input type="checkbox"/> Food Service Vehicles (Catering, Food Truck, Refrigerator Truck)	<input type="checkbox"/> After-Market Commercial Specialty Vehicle (Armored Truck, Hazardous Transport)	<input type="checkbox"/> Other Heavy-Duty Commercial Vehicle	<input type="checkbox"/> Other Medium-Duty Commercial Vehicle	<input type="checkbox"/> Other Light-Duty Commercial Vehicle
Did any of these Public Use Vehicles replace, or were any selected as an alternative to, an equivalent diesel vehicle? <input type="checkbox"/> Yes <input type="checkbox"/> No				

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**PROJECT INFORMATION**

Installation Address:

City:	State:	ZIP Code:
Is the site in a Justice40 community? (Select one) <input type="checkbox"/> Yes <input type="checkbox"/> No		
Will this be a fee-for-charging site? (Select one) <input type="checkbox"/> Yes <input type="checkbox"/> No	Will the Public Use EV(s) utilizing Rebate Eligible EVSE(s) serve or directly benefit Justice40 communities? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please explain: _____	
Location Type: (Select one) <input type="checkbox"/> Business <input type="checkbox"/> Government <input type="checkbox"/> Other, describe: _____		
Is Applicant the Property Owner of the installation location? <input type="checkbox"/> Yes <input type="checkbox"/> No (If no, please complete the information below and attach an authorization letter signed by the Property Owner)		
Installer Business Name:	Contact Name:	
Email:	Office Phone:	Mobile Phone:
Estimated Completion Date:	Estimated Project Cost <sup>2</sup> :	Requested Rebate Amount:
Are incentives or rebates expected from any sources other than this Program? <input type="checkbox"/> Yes <input type="checkbox"/> No	Other grant/incentive funding and expected contribution amounts (if applicable):	

<sup>1</sup>Justice40 community sites are those located in Census tracts specified as disadvantaged in the Climate and Economic Justice Screening Tool at the time of application review.Follow this link to access the Screening Tool: <https://edgi-govdata-archiving.github.io/j40-cejst-2/en/#3/33.47/-97.5>.<sup>2</sup>Project Cost is limited to the cost of EVSE purchase and installation, plus Make Ready costs. Make Ready consists of: 1) Design and engineering service fees, 2) Permitting fees, 3) Materials and labor for construction and 4) Any contribution in aid of construction paid to AES for a new or upgraded electrical service.**EVSE INFORMATION**

Please provide details about the EV charger for which you are applying. You may provide details for both DCFC and Level 2 Chargers, if applicable; otherwise, you need only complete details for one.

Type: <input type="checkbox"/> DCFC <input type="checkbox"/> Level 2		Type: <input type="checkbox"/> DCFC <input type="checkbox"/> Level 2	
Hardware Manufacturer:	Hardware Model:	Hardware Manufacturer:	Hardware Model:
Port Quantity <sup>1</sup> :	Max Port Power (kW):	Port Quantity <sup>1</sup> :	Max Port Power (kW):
Qualified Network Service Provider:		Total Site Power (kW):	
I consent to automatic enrollment in the EV Charging Rewards Program <input type="checkbox"/> Yes <input type="checkbox"/> No			
Total Make Ready Cost:		Total EVSE Cost:	
Network Service License Term (years):		Network Service Total Cost:	

<sup>1</sup>Port Quantity shall only include ports capable of simultaneous charging.

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REQUIRED DOCUMENTATION

- Confirm that you have provided the following required documentation:
- ☐ Site plan – a scale drawing of the entire location showing the location of each proposed charger and the electric meter
  - ☐ Cost estimate – a proposal from vendors and installers showing EVSE hardware costs, Network Service Provider license cost and Make Ready costs as separate line items (additional detail will be required upon project completion)
  - ☐ Payee W-9 – A W-9 clearly showing the Payee name and federal Tax ID

## Payment authorization

Customer authorizes payment of the incentive to the below Payee. Customer understands that the release of payment does not relieve Customer of any of the obligations contained in this Agreement.

PAYEE INFORMATION

Name:

Address:

City:	State:	ZIP Code:	Phone:
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Tax ID:

## Customer signature

CUSTOMER AGREED AND ACCEPTED

I have read and understood the Customer Participation Agreement and the attached Standard Terms and Conditions for Participating Customers and certify that the information I have provided is true and correct.

Signature:	Date:
Name (printed):	Title:

Tax ID:



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## STANDARD TERMS AND CONDITIONS FOR PARTICIPATING CUSTOMERS

These Standard Terms and Conditions for Participating Customers and the Customer Participation Agreement (collectively, the “**Agreement**”) are made and entered into by and between CLEAResult Consulting Inc., a Texas corporation and/or an affiliate thereof (“**CLEAResult**”), and Customer for the purpose of evaluating and installing electric vehicle supply equipment (“EVSE”) and enrolling managed charging under the EVSE Rebates Program (the “Program”) funded by Indianapolis Power & Light Company dba AES Indiana (“**Sponsor**”). CLEAResult and Customer may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.” The Parties acknowledge and agree that Sponsor is a third-party beneficiary of this Agreement. In consideration of the mutual covenants and agreements set forth below, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### 1. ACCESS AND PARTICIPATION.

Customer agrees to support CLEAResult and Sponsor and assignment of a representative to facilitate services provided under this Agreement. Customer acknowledges its intent to install EVSE using Program incentives. Customer agrees to allow CLEAResult to access its facilities, network service provider charging session data, energy use and cost information for the purposes of implementing this Agreement. If Customer is a tenant, Customer represents that by signing this document they have obtained the property owner's permission to install EVSE under this Agreement. Customer agrees not to use the name or identifying characteristics of Sponsor or its contractors for any advertising, sales promotion, or other publicity of any kind. Customer also confirms that it has not and will not receive rebates, incentives or services for any measures installed under this Program from another program funded by Sponsor. The Program may be modified or terminated without prior notice and this Agreement is subject to modifications by Sponsor.

### 2. ELIGIBILITY.

Sponsor determines eligibility of Customers at its sole discretion. CLEAResult may request verification of eligibility requirements at any time during the Program period.

### 3. INCENTIVE PAYMENT.

Customer acknowledges that incentives will be paid by Sponsor only if: (a) Customer(s) and installed measure(s) or services meet the Program eligibility requirements and the requirements outlined by the Program; (b) measures are installed in eligible project sites; and (c) measures are installed at a project site that has not received incentives from any other of Sponsor's programs for the same measure(s). Customer understands that the Sponsor, in its sole discretion, may withhold incentive payments committed to Customer if a project site is proven ineligible or a project otherwise does not comply with the requirements set forth by the Program. Customer acknowledges that the incentive amount may not exceed the project, less any incentives or rebates received from other programs.

### 4. AUDITING, MONITORING AND VERIFICATION.

Customer also agrees to allow CLEAResult, and Sponsor access its facilities for the purpose of confirming Customer's participation in the Program, inspecting installed EVSE, and verifying utilization and energy demands. Customer agrees to cooperate with CLEAResult and Sponsor as necessary. Customer also agrees to remedy any issue arising from auditing and monitoring results within the timeframe provided by the Program. Customer understands that any incentives may be withheld if Customer refuses to participate in any required verification within a reasonable period. Customer verifies that all EVSE is installed in accordance with all applicable federal, state and local laws and manufacturer's specifications.

### 5. CONFIDENTIALITY.

CLEAResult shall keep Customer information confidential. Only the CLEAResult and Sponsor shall be granted access to Customer data as needed or required. CLEAResult will not use the name or identifying characteristics of Customer in advertising sales promotion or other publicity without Customer's written approval.

### 6. NO WARRANTY.

CLEAResult AND THE SPONSOR MAKE NO REPRESENTATIONS OR WARRANTIES, AND ASSUME NO LIABILITY WITH RESPECT TO QUALITY, SAFETY, PERFORMANCE, OR OTHER ASPECT OF ANY EVSE INSTALLED PURSUANT TO THIS AGREEMENT AND EXPRESSLY DISCLAIM ANY SUCH REPRESENTATION, WARRANTY OR LIABILITY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO CREATE ANY DUTY TO, ANY STANDARD OF CARE WITH REFERENCE TO, OR ANY LIABILITY TO ANY THIRD PARTY. NEITHER THE SPONSOR NOR CLEAResult SHALL BE RESPONSIBLE FOR COSTS OR CORRECTIONS OF CONDITIONS ALREADY EXISTING IN THE FACILITIES INSPECTED WHICH FAIL TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

### 7. INDEMNIFICATION; LIMIT OF LIABILITY.

TO THE EXTENT BY LAW, CUSTOMER AGREES TO INDEMNIFY, HOLD HARMLESS, AND RELEASE THE SPONSOR AND CLEAResult AGAINST ALL LOSS, DAMAGES, COSTS AND LIABILITY ARISING FROM ANY CLAIMS RELATED TO ANY PRODUCTS INSTALLED OR SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT. NEITHER THE SPONSOR, CLEAResult, NOR CUSTOMER SHALL BE LIABLE TO EACH OTHER FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT.

### 8. MISCELLANEOUS.

This Agreement shall be governed by and construed under the laws of the State of Indiana, without regard to conflict of law rules. The parties agree that all actions, disputes, claims and controversies arising out of or relating to this Agreement or the work performed hereunder will be subject to binding arbitration administered in the county where the Customer is located by the American Arbitration Association under its Commercial Arbitration Rules and judgment on the award may be entered in any court having jurisdiction. Customer shall not assign, delegate or subcontract this Agreement or its duties thereunder, in whole or in part, voluntarily or involuntarily (including a transfer to a receiver or bankruptcy estate) without the prior written permission of CLEAResult. CLEAResult may assign its rights and delegate its duties under this Agreement to any third party at any time without Customer's consent. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions in this Agreement shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction. The failure of either Party to enforce strict performance by the other of any provision of this Agreement, or to exercise any right available to the Party under this Agreement, shall not be construed as a waiver of such Party's right to enforce strict performance in the same or any other instance. Sections 1 and 4 through 7 shall survive the term of this Agreement.