

Consumers Energy PowerMI Drive Program

Charging Infrastructure Rebates Participant Terms & Conditions

PowerMIDrive Program Information

Consumers Energy's PowerMIDrive program is a 5-year voluntary pilot program governed by the tariff which was originally approved by the Michigan Public Service Commission (MPSC) in Case No U-20134 and approved for extension in Case No U-20963.

PowerMIDrive has been created to increase battery and plug-in hybrid electric vehicle (EV) charging capabilities and charging infrastructure across the state, while improving utilization of the electric grid to benefit all electric customers. This document is a summary of the terms governing participation in PowerMIDrive for commercial and industrial Consumers Energy electric customers, but the program is ultimately governed by the MPSC and any further orders it may issue. Terms and conditions and the Company's tariff may change without notice to program participants and shall be applicable to program participants as they become effective.

Definitions

DCFC: Direct Current Fast Charger

EGLE: The State of Michigan's Department of Environment, Great Lakes, and Energy

Electric Service Infrastructure: Traditional utility infrastructure to deliver power from the utility distribution system, including power lines, transformer, and service meter

EV: Plug-in hybrid or battery electric vehicle

EVSE: Electric vehicle supply equipment used for charging EVs (i.e., "charging station"), including both Level 2 chargers and DCFC

EVSE Supply Infrastructure: Charging infrastructure necessary to deliver power from the meter to the EVSE, which may include electric panel, cable, and conduit

MDU: Multi-dwelling unit, such as an apartment complex, condominium, cooperative or other grouping of multiple households located on the same premises

Network Provider: Provides charging station hardware, software, and support services under a separate purchase order agreement with Site Host to enable the operation of an EVSE

Site Host: The entity participating in the PowerMIDrive program which owns, operates, and maintains the EVSE and the customer of record for Consumers Energy that will be responsible for paying the corresponding electric bill

Site: The property owned or occupied by the Site Host where the EVSE will be installed

Uptime: The percentage of time that a charging station must be functioning properly and available for use by EV drivers.

Site Host Eligibility Requirements

To be eligible for PowerMIDrive EVSE infrastructure rebate, the Site Host must meet all of the following requirements:

1. Be a commercial or industrial electric customer of Consumers Energy that is current on payments and in good standing.
2. Have the legal right to install, own, operate, and maintain EVSE on the Site, which must be located in Consumers Energy's electric service territory in accordance with the Terms & Conditions herein.

3. Agree to install, fund, own, operate, maintain and network (via Wi-Fi or Cellular connection) new, qualified EVSE with a corresponding qualified Network Provider after application approval by Consumers Energy at the Site Host's expense for a minimum of 5 years after the installation date.

Terms & Conditions

By submitting an application for the charging infrastructure rebate, the Site Host agrees to the following Terms & Conditions:

1. Site Host understands the Site Host Eligibility Requirements and represents and warrants that information submitted in the application is true, complete, and accurate.
2. Site Host represents and warrants that it has the legal right to install, own, operate, and maintain EVSE on the Site. Without limiting the foregoing sentence, if the Site Host does not own the Site, it shall obtain any required approvals from property owners, landlords, and/or corporate offices to install EVSE on the Site and provide written evidence of such approvals to Consumers Energy upon Consumers Energy's request.
3. Site Host authorizes the Network Provider to share the charging station utilization data with Consumers Energy, which will not include any personally identifiable information.
4. Any information provided in the application or collected by Consumers Energy regarding the Site Host's participation in the PowerMI Drive program may be used internally by Consumers Energy and may be made available on an aggregated, non-personally identifiable basis to the Michigan Public Service Commission and other third parties as deemed appropriate by Consumers Energy in accordance with its data privacy rules.
5. Consumers Energy will evaluate the cost of upgrading or bringing new Electric Service Infrastructure to power the EVSE installed by the Site Host. Consumers Energy will pay reasonable costs for the construction of new or upgraded Electric Service Infrastructure, as determined by Consumers Energy, if necessary.
6. Site Host will identify and contract with a licensed electrician to perform any EV Supply Infrastructure upgrades or any future repairs or modifications that may be required.
7. Any decisions regarding the selection, design, purchase/lease, use, and/or operation of any qualified EVSE and the electric contractor performing the work shall be at the sole discretion and are the responsibility of the Site Host.
8. Site Host agrees to install EVSE in compliance with all federal, state, and local laws and codes, and to follow all applicable electric codes and standards.
9. EVSE will always be visible and accessible for use by the public except as necessary for safety and/or maintenance purposes.
 - a. Site Host will provide one dedicated parking space per EVSE charge port installed.
 - b. Site Host will provide signage for each dedicated EV parking space to discourage vehicles that are not charging from parking in such spaces.
10. Site Host will pay the electricity costs for the EVSE under its selected rate.
11. Site Host will charge a transparent price to EV drivers for utilizing EV charging services, taking on-site needs and fuel cost savings into consideration in its pricing strategy.
12. Site Host agrees to participate in Consumers Energy surveys related to its experience with participation in the PowerMI Drive program.

13. Consumers Energy reserves the right to have its representatives inspect all EVSE projects to verify compliance with the program rules and accuracy of project documentation. Consumers Energy also reserves the right to request and review documents related to all EVSE projects. This may include pre-installation and/or post-installation inspections, verification of EVSE and EVSE Supply Infrastructure, and/or submittal of project documentation, including photographs of the installation, by the Site Host.
14. Site Host will submit annual reports of individual charger uptime to Consumers Energy using the standardized formula contained within the Federal Highway Administration's current National Electric Vehicle Infrastructure ([NEVI](#)) rules.

Level 2 EVSE

1. Level 2 rebates will be reserved for commercial or industrial customers in the hospitality sector (e.g., hotels, campgrounds, B&Bs) and MDU locations where the EVSE end users will be tenants of the MDU.
 - a. A total of one hundred (100) Level 2 rebates are available for the PowerMI Drive program, to include:
 - i. Ninety (90) Level 2 rebates of up to \$5,000 per Site for hospitality sector locations.
 - ii. Ten (10) Level 2 rebates of up to \$7,500 per Site for MDU locations.
 - b. Rebate amount awarded will not exceed total project cost, including EVSE and installation.
2. Level 2 rebates will be capped at a maximum of one (1) rebate per Site.
3. Site Host must install a minimum of two (2) Level 2 charge ports per Site to qualify for a rebate.
4. Site Hosts installing separately metered Level 2 EVSE must agree to enroll separately metered EVSE on a commercial time of use (TOU) rate plan to encourage overnight charging.
5. Installation and operational status must be completed within 6 months of Level 2 rebate commitment date to guarantee rebate award.
6. Site Host will maintain individual chargers to maintain a 97% uptime standard as measured by NEVI rules for each of the first five years of its operation.

DCFC EVSE

1. DCFC rebates will be reserved for commercial or industrial customers.
2. A total of one hundred (100) DCFC rebates are available for the PowerMI Drive program.
 - a. Consumers Energy will prioritize selection of DCFC Site Hosts for rebate based on, but not limited to, the following criteria:
 - i. Proximity to main highways or thoroughfares to enhance public accessibility.
 - ii. Amenities available at the Site to accommodate for 30-minute dwell times during charging.
 - iii. Distance from existing DCFC EVSE Sites within Consumers Energy's electric service territory.
3. Site Hosts must install DCFC EVSE to achieve a minimum total power capacity of 150kW per Site.
4. DCFC EVSE must always be publicly accessible.

5. DCFC rebates will be capped at a maximum of one (1) rebate per Site.
6. Installation and operational status must be completed within 12 months of DCFC rebate commitment date to guarantee rebate award.
7. Site Hosts installing DCFC EVSE are eligible to apply for supplementary grant funding through EGLE's Charge Up Michigan Program.
 - a. Site Hosts are responsible for applying and satisfying all requirements specified by EGLE to receive additional funds which are offered separately from Consumers Energy's PowerMIDrive program.
8. Site Host will maintain individual chargers to maintain a 97% uptime standard as measured by NEVI rules for each of the first five years of its operation.

Disclaimer

Consumers Energy does not make any guarantee of the performance of operations of any EVSE or any EVSE Supply Infrastructure, expressly disclaims all warranties, whether expressed or implied, including without limitation all warranties of merchantability and fitness for a particular purpose.

Consumers Energy has no obligations regarding and does not endorse or guarantee any claims, promises, work or equipment made, performed or furnished by any contractors or equipment manufacturers that sell or install EVSE or EVSE Supply Infrastructure.

Consumers Energy is not liable for any damage caused by the operation or malfunction of any equipment installed. As a condition of participating in the PowerMIDrive Program, an applicant agrees to defend and indemnify Consumers Energy against any claims arising from the installation or use of any EVSE or EVSE Supply Infrastructure.

Compliance with Laws

All parties shall comply with applicable federal, state, and local statutes, rules, regulations, laws, orders and decisions governing or relating to participation in the PowerMIDrive Program during installation and throughout participation in the 2-year program.

Failure to Comply with Terms & Conditions

Without limitation, Consumers Energy reserves the right to seek damages and recovery for losses incurred due to any breach of terms and conditions. This may include, but is not limited to, refund and/or return of rebate in part or in full, along with any fees, including attorney fees, in connection with recovery of those and other losses incurred.

Failure to comply with terms and conditions set forth herein may result in termination of an applicant's participation in the PowerMIDrive Program including revocation of rebate funds held for the applicant during installation.

Consumers Energy reserves the right to terminate an applicant's participation in the PowerMIDrive Program, including revocation of rebate funds held for applicant during installation or recovery of any rebate funds that are paid, for any of the following reasons: environmentally hazardous conditions, imminent public safety threats, or permitting issues pertaining to the installation site; failure to comply with the PowerMIDrive Program's terms and conditions; failure to comply with local, State and Federal laws and regulations applicable during installation and/or operation of the EVSE and EVSE Supply Infrastructure; and/or engagement in actions or omissions that are contrary to the purpose of the PowerMIDrive program.