

# Consumers Energy Company PowerMI Drive Program

## Residential PowerMI Drive Rebate Program Participant Terms & Conditions

## Residential PowerMIDrive Program Information

Consumers Energy Company's ("Consumers Energy" or the "Company") PowerMIDrive Residential program rebates are part of a permanent rebate program offering as governed by the tariff which was approved by the Michigan Public Service Commission (MPSC) in Case No U-21224.

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 Residential Consumers Energy electric customers, and 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

**AMI:** Advance Metering Infrastructure, an integrated system of meters, communication networks and data management systems that enables two-way communication between meter endpoints and utilities.

**Applicant:** The person seeking eligibility to participate 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 (Customer) (any references to "Applicant" or "Customer" herein are synonymous)

**Electric Service Infrastructure:** Traditional utility infrastructure to deliver power from the utility distribution system, including power lines, transformers, and service meters

**Rebate Eligible EVSE:** Only Level 2 chargers listed on the PowerMIDrive webpage (UL or equivalent safety certified, and Energy Star certified) or OEM-manufactured chargers (that are capable of Level 2 charging) will qualify for the PowerMIDrive rebate.

**EV:** Plug-in hybrid or battery electric vehicle

**EVSE:** Electric Vehicle Supply Equipment used for charging EVs (i.e., "charging station"), including both networked and un-networked Level 2 chargers

**EVSE Supply Infrastructure:** Charging infrastructure necessary to deliver power from the meter to the EVSE and NEMA 14-50 outlet or equivalent, or a 50amp circuit if the EVSE is hardwired, which may include electric panel, cable, and conduit (referred to as "Electric Vehicle Charging Outlets or hard-wired chargers" in the Company's MPSC-approved Electric Tariff)

**NEMA 14-50:** A 240-volt outdoor-rated outlet, or equivalent circuit if the EVSE is hardwired, for 50 amps of maximum amperage and 40 amps of continuous usage.

**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

**Super Off-Peak Hours:** Time of day when electricity pricing is the lowest during a 24-hour day; 11PM-6AM on weekdays for Consumers Energy's [Nighttime Savers](#) time of use electric rate.

**On-Peak Hours:** Time of day when electricity pricing is highest during a 24-hour day; 2PM – 7PM is considered on-peak for Consumers Energy's [Nighttime Savers](#) time of use electric rate.

**Qualified electrician:** A licensed electrician that Consumers Energy has qualified for the installation of a NEMA 14-50 and EVSE

**Time of Use (TOU) Electric Rate:** An electric rate schedule with dynamic pricing based on the time of

use; electricity pricing is lowest during the super off-peak hours of 11PM – 6AM

## Site Host Eligibility Requirements

To be eligible for PowerMI Drive EVSE infrastructure rebate, the Applicant must meet all the following requirements:

1. Be a residential electric customer of Consumers Energy that is current on payments and in good standing;
2. Have the legal right to install and maintain EVSE and EVSE Supply Infrastructure at the primary residential property, which must reside within Consumers Energy's electric service territory in accordance with the Terms & Conditions herein;
3. Must provide proof of having an electric vehicle reserved, on order, or ownership/lease to Consumers Energy;
4. Must agree to participate in Consumers Energy Time of Use rate;
5. Must agree to authorize Consumers Energy to enable demand response capability;
6. Must agree to authorize Consumers Energy to view and monitor AMI data to ensure compliance with the Smart Charging Incentive program;
7. Must agree to enroll into the Smart Charging Incentive program and charge their vehicle overnight, at home, during the super off-peak hours (11PM-6AM) and, in doing so, Applicant will be eligible for Smart Charging Incentives during the first 12-months after enrolling their EV;
8. Must give full authorization for Consumers Energy to discuss account and attached documentation with the selected qualified electrician during the process of their installation, if applicable;
9. Applicant must agree to provide proof of approved electrical inspection, if applicable;
10. Applicant must select and provide proof of purchase of Level 2 charger that meets the PowerMI Drive program requirements of being UL/ETL (or equivalent) and EnergyStar certified or OEM-manufactured chargers (that are capable of Level 2 charging); and
11. Must meet income qualified guidelines to receive the Income Qualified rebate.

## Residential Level 2 EVSE & EVSE Supply Infrastructure Rebates

1. Rebates are reserved for eligible Residential Customers where the EVSE end users will be installing and using the EVSE at their principal or primary residence, as identified on the State-issued registration of the EV of the Applicant.
  - a. Installation rebate is an amount up to \$500 for up to a 50-amp circuit or hardwire that supports a rebate eligible Level 2 EVSE
  - b. Income qualified installation rebate is an amount up to \$1,000.00 for up to a 50-amp circuit or hardwire that supports a rebate eligible level 2 EVSE
    - i. In order to qualify as an Income Qualified Customer, the Applicant will

be qualified under the Company's Electric Tariff governing Income Assistance Service Provision and/or Low Income Assistance Credit which will be identified by Consumers Energy Company within its Operations system (SAP)

- c. Rebate amount awarded will not exceed total project cost, including EVSE and installation.
2. Installation and enrollment into the Smart Charging Incentive Program must be completed within 6 months of rebate approval and commitment unless an extension is granted by Consumers Energy due to a delayed delivery of the EV on order.

## Terms & Conditions

By submitting an application for the PowerMI Drive Residential Program rebate, the Applicant agrees to the following Terms & Conditions:

1. Applicant understands the Eligibility Requirements and represents and warrants that information submitted in the application is true, complete, and accurate.
2. Applicant will pay the electricity costs for the EVSE and EVSE Supply Infrastructure under its selected TOU rate.
3. Applicant will identify and contract with a licensed electrician to perform any EV Supply Infrastructure upgrades and any future repairs or modifications that may be required.
4. For Applicants who are not seeking eligibility for the Company's On-Bill Installation Payment Plan, any decisions regarding the selection, design, purchase, use, and operation of any qualified EVSE or EVSE Supply Infrastructure, and the electric contractor performing the work, shall be at the sole discretion and are the sole responsibility of the Applicant.
5. Applicant agrees to install EVSE and EVSE Supply Infrastructure outlets in compliance with all federal, state, and local laws and codes, and to follow all applicable electric codes and standards.
6. Applicant will apply for only one PowerMI Drive Residential Program rebate per service, and one AMI Monitoring (also referred to as a "Smart Charging") Incentive per EV for purposes of use at the Applicant's principal or primary residence.
7. Applicant must apply separately for each PowerMI Drive Installation rebate with rebate eligible EVSE or Smart Charging Incentive per electric vehicle.
8. Applicant understands and agrees that Consumers Energy shall not be held liable or responsible for any damage to an EV or residential home or other structure due to Applicant's participation in this program.
9. Applicant agrees to participate in Consumers Energy surveys related to its experience with participation in the PowerMI Drive program.
10. Consumers Energy reserves the right to have its representatives inspect all projects to verify compliance with the program rules and accuracy of project documentation and Applicant agrees to cooperate with Consumers Energy's representatives to effectuate this goal. This may include pre-installation and/or post-installation inspections, verification of EVSE, NEMA 14-50 outlets, and EVSE Supply Infrastructure, and/or submittal of project documentation, including photographs of the installation, by the Applicant.
11. Any information provided in the application or collected by Consumers Energy regarding the Applicant's participation in the PowerMI Drive program may be used internally by Consumers Energy and may be made publicly 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.
12. All provisions of these Terms and Conditions will be consistent with and comply with the Company's Electric Tariff. All definitions and terms of the Company's MPSC-approved Electric Tariff shall apply.

## Disclaimer

Consumers Energy does not make any guarantee of the performance of operations of any EVSE, NEMA 14-50 or equivalent, 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 PowerMI Drive 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 PowerMI Drive Program during installation and throughout participation in the 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 PowerMI Drive Program including revocation of rebate funds for installation or incentives paid.

Consumers Energy reserves the right to terminate an applicant's participation in the PowerMI Drive 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 PowerMI Drive 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 PowerMI Drive program.