

ELECTRIC SERVICE AGREEMENT
EV PROGRAM- COMMERCIAL (EV-C) PILOT PROGRAM

WITHIN THE STATE OF WISCONSIN

THIS AGREEMENT made this 16th day of February, 2023, by and between Wisconsin Electric Power Company d/b/a We Energies, hereinafter referred to as the Company, and City of Racine, hereinafter referred to as the Customer.

WITNESSETH:

The parties hereto, each in consideration of the agreement of the other, agree as follows:

1) AVAILABILITY

The Customer's prospective Electric Vehicle (EV) Charging load will be served under rate schedule Cg2 and shall be served through a dedicated service, which will include at a minimum a dedicated meter for that load, for the primary purpose of charging electric vehicles. The Customer shall have a minimum of either four (4) ports per site or, in cases of less than four (4) ports, a minimum of 50 kW of estimated incremental load from a single delivery point for one out of twelve (12) months for each contract service year. The Company will supply three-phase, 60 hertz, alternating current electric service to the Customer at 1900 Kentucky St. at 2000A 480V for the magnitude and character of the load now existing or proposed, having a measured demand of not more than 1200kW.

2) RATE

The Customer will be charged in accordance with their otherwise applicable rate schedule for all usage. The EV load applicable to this service agreement will be billed under rate schedule Cg2 the consumption under which will be billed as under new account.

3) CHARGER SERVICE

Option 1: The Customer shall supply and install the charging equipment.

Service Charge per Month per Port

Single Port (Wall Mounted)			Dual Port (Pedestal)		
32 Amp	40 Amp	48 Amp	32 Amp	40 Amp	48 Amp
\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

NOTE: Customer will be responsible for all repairs and maintenance when the choosing this option.

~~Option 2: — Company supplied and install equipment Optional Charger Service~~

~~Option 2a Bundled Service: The Customer agrees that the Company shall supply and install the charging equipment through the Optional Charger Service as a Bundled Service option which includes the monthly charge for the installed cost of the charging equipment which includes the maintenance of the equipment and administration of the program, for the duration of the Customer's participation in the EV Pilot:~~

~~Service Charge per Month per Port~~

Single Port (Wall Mounted)			Dual Port (Pedestal)		
32 Amp	40 Amp	48 Amp	32 Amp	40 Amp	48 Amp
\$ 27.00	\$ 28.00	\$ 28.00	\$ 26.00	\$ 26.00	\$ 27.00

~~NOTE: Rates are subject to change upon Order of the Public Service Commission of Wisconsin~~

~~Option 2b Pre-paid Service: The Customer agrees that the Company shall supply and install the charging equipment through a Pre-Paid Service option in which Customer elects to pay the Company for the cost of the charging equipment and installation prior to installation and shall pay a monthly charge for the maintenance of the equipment and administration of the program for the duration of the Customer's participation in the EV Pilot:-~~

~~Service Charge per Month per Port~~

Single Port (Wall Mounted)	Dual Port (Pedestal)
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32 Amp	40 Amp	48 Amp	32 Amp	40 Amp	48 Amp
\$ 4.00	\$ 4.00	\$ 4.00	\$ 2.00	\$ 2.00	\$ 2.00

NOTE: Rates are subject to change upon Order of the Public Service Commission of Wisconsin

NOTE; Pricing for charger and associated installation for larger capacity DC fast chargers is determined on a per project basis.

4) ALLOWANCE AVAILABLE TO CUSTOMER

In order to reduce the estimated cost of the extension, the Customer will receive a Revenue-Based Extension Allowance. The Customer agrees that it commits to an increase in its Baseline Demand Levels for Customer Maximum Demand associated with the EV charging load of 1200 kW (“Demand Level”). This increase in Demand Levels specific to EV charging is the basis used to calculate the amount of the a Revenue-Based Extension Allowance for which the customer is eligible. The Customer will be eligible for a Revenue-Based Extension Allowance of \$388,773. Based on the estimated Company costs to make the required distribution system upgrades of \$103,704, the customer is eligible to receive a rebate of up to \$285,069 to make upgrades to customer-owned facilities between the Company meter and the EV charging equipment. The amount of the rebate that the customer will receive will be the lower of this amount or the actual costs of those reasonable upgrades to Customer’s equipment.

5) ALLOWANCE REFUND

If after two (2) years of beginning service under this Agreement the Customer’s actual incremental customer demand is lower than the estimated incremental Demand Level by greater than twenty-five (25) percent, the Customer is required to refund a portion of the allowance to the Company equaling the total allowance given, including any rebate provided, less the allowance that would have been provided to the Customer based on the Customer’s actual incremental customer demand as reference in 4 above.

In the event that the Customer terminates this agreement before taking service under this service agreement for 2 years, the Customer will be required to refund the full amount of the allowance, including any rebates received, to the Company.

6) MAINTENANCE AND WARRANTY – For Customers electing Charger Service
Option 2 - (Company Supplied EV Charger(s)).

Included maintenance includes only situations where the charging equipment breaks/malfunctions due to manufacturer defect, installer workmanship, standard use, or related to Equipment hardware, firmware, or software malfunctions. Included maintenance will not include situations where the EV Charger or EV Charger site is damaged due to accidental or intentional acts. The Customer will be responsible for repair or replacement of equipment in these situations.

The Customer is responsible for installation of physical protection they deem necessary to protect charging equipment from negligent, accidental, or physical damage. The costs of physical protection may be included in the customer's rebate-eligible amount as described below.

Bundled option (option 2a): ongoing maintenance is included in monthly fee and Customer will be provided by the Company an EV Charger for as long as the Customer participates in the EV pilot.

Pre-pay customers (option 2b): Customer will receive the standard manufacturer warranty and ongoing maintenance until the EV Charger is beyond repair as deemed by the Company.

7) INSTALLATION

Company installation of the EV Charger(s) includes physical attachment and hard wiring. Customer is responsible for customer-owned service panels, conduit, wiring, and other equipment located on the customer's side of the meter necessary to take service under this program (make-ready costs).

8) SOFTWARE SERVICES NOT INCLUDED

The Customer shall be responsible for the setup, management, and costs related to any required or desired software, subscription, service, upgrade, etc. ALT – the allowance, rebate, and charger cost described above are the only costs included in this program.

9) TERMS AND CONDITIONS OF SERVICE

a) The EV Program Commercial service shall be provided through wiring connected to a meter assigned to the Customer.

b) The Company may require the Customer to provide access for the Company-owned equipment for the recording and wireless communication of energy usage.

c) The rate contemplates that this service will require the installation of new facilities to provide electric service to the EV charging equipment.

d) The Customer must execute this Commercial EV Service Agreement with the Company.

e) The Customer must retain a minimum of four ports per site or in cases of less than four ports, a minimum of 50 kW of charging capacity, or be subject to the Revenue Based Allowance Refund.

f) The Customer agrees to provide information allowing the company to analyze their energy use and vehicle charging patterns in order to observe distribution system reactions to the Customer's operation of the charging equipment. The Company will not proactively manage the Customer's vehicle charging sessions.

g) The company will use reasonable diligence to provide, but cannot guarantee an uninterrupted and regular supply of power and it shall not be liable for interruption, deficiencies or imperfection of service. The Company may suspend temporarily the delivery of service when necessary

for purpose of making repairs, changes and improvements upon any part of the generation, transmission or distribution system. Whenever possible to anticipate such interruptions, they shall be made at a time that least affects service to the customer as a whole.

h) The Customer shall be bound by, and receive and pay for service furnished hereunder in accordance with (i) the rate, terms and conditions of this tariff, (ii) the rates, terms and conditions of their otherwise applicable Rate schedule(s), and (iii) the Company's Rules and Regulations that may be ordered or approved by the PSCW. To the extent that there are conflicts among any of the foregoing, the specific provisions of the attached tariff EV Program – Commercial (EV-C) shall govern.

i) Only customers in good standing (i.e. who have no delinquent electric bills or disconnections in the past 12 months) will be eligible for this tariff.

j) The Customer will start on the EV Charging rate schedule at the beginning of their next billing date following the installation of all Company and Customer equipment necessary to receive service under this rate schedule.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

CITY OF RACINE

WISCONSIN ELECTRIC POWER COMPANY

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____