

# MEMORANDUM OF UNDERSTANDING

## Electric Vehicle Charging Equipment Installation

This Memorandum of Understanding (MOU), entered into on \_\_\_\_\_, by and between the \_\_\_\_\_ and Owners/Residents of \_\_\_\_\_ Condominiums Units 205 and 301 located at \_\_\_\_\_, Knoxville, TN being \_\_\_\_\_ and \_\_\_\_\_ (Owner)/\_\_\_\_\_ (Resident), respectively, hereinafter referred to as "Owners/Residents" and collectively with the PCA known as the "Parties" for the purpose of establishing the ownership and responsibilities pertaining to new supporting electrical infrastructure and Electric Vehicle Supply Equipment (EVSE) being installed by the Owners/Residents in the \_\_\_\_\_ Garage, located at \_\_\_\_\_, Knoxville, TN.

### **INSTALLATION**

Installation of equipment will be performed by contractors approved by the PCA and in accordance with all local laws/codes and in location(s) approved by the PCA accessible to the parking locations for the Owners/Residents. All contractors must meet the requirements of the PCA for performing work, including applicable licenses and bonding/insurance and applicable permits obtained prior to commencing work. All contractors will be paid directly by the Owners/Residents for the installation activities approved by the PCA. Costs for the reconfiguration of any existing EVSEs required to accommodate additional installations will be the responsibility of the Owner/Resident that initiated the additional installation.

### **PERMISSIBLE EQUIPMENT**

EVSEs must be Tesla 3rd Generation High-Powered Wall Connector (HPWC) or compatible for the purposes of load-sharing and installed on individual 60A circuits provided by a 100A sub-panel, installed in accordance with the requirements of the HPWC installation guide and local laws/codes. If direct metering of the HPWC is not available at the time of additional

installation(s), individual non-resettable, clearly legible, UL-listed meters shall be added for each individual EVSE circuit installed, located between the sub-panel and individual EVSE.

### **OWNERSHIP**

The supporting electrical infrastructure, defined as the wiring, conduit, breakers, panels, metering device(s), and other appurtenances associated with delivery of electrical power from the primary electrical service entrance of the [REDACTED] Garage to individual EVSE(s), not to include the EVSE(s), upon completion of installation and acceptance from a representative of the PCA will be owned by the PCA as part of the [REDACTED] Garage electrical infrastructure. Individual EVSE(s), from the point of termination of the wiring for the individual branch circuit to the EVSE, will be owned by the individual Owner/Resident.

### **RESPONSIBILITIES - EQUIPMENT**

The supporting electrical infrastructure will be the responsibility of the PCA to maintain in good condition and serviceable for the intent of electric vehicle charging only. Any maintenance/repairs due to damage, aging, vandalism, improper installation, or otherwise necessary to maintain in good condition will be the responsibility of the PCA with the discretion to obtain reimbursement of the costs associated with the maintenance/repair activities from the Owners/Residents making use of the supporting electrical infrastructure.

The EVSE will be the responsibility of the Owner/Resident to maintain in good condition and serviceable for the intent of electric vehicle charging only. Damaged, inoperable, or EVSEs determined by PCA to not be maintained in good condition will be disconnected from the supporting electrical infrastructure by the PCA with the opening of the upstream circuit breaker for that individual EVSE and locked out until repairs are made to the satisfaction of the PCA.

### **RESPONSIBILITIES - ELECTRIC USAGE**

The supporting electrical infrastructure will be equipped with a non-resettable, clearly legible, UL listed power meter that displays actual power used in kWh for the purposes of the PCA obtaining reimbursement for actual power used by the Owners/Residents. This meter will be

read at the discretion of the PCA and billed to the Owner/Residents by subtracting the previous reading from the current reading and multiplying the period usage by the utility kWh rate paid by the PCA.

Meters will be installed at locations specified by the PCA and at the cost of the Owners/Residents for the purposes of ensuring that reimbursement of electric usage can be readily and easily billed to specific Owners/Residents.

If additional meters are determined to be necessary by the PCA for the purposes above, this will be provided in writing to the Owners/Residents and the individual circuits supplying the deficient EVSE(s) will have their breaker(s) opened and locked out by the PCA until the meter(s) are installed.

If electronic/automated billing is made available by the EVSE vendor for direct reimbursement, this feature may be utilized for the purposes of electric usage reimbursement at the discretion of the PCA in lieu of meter reading.

### **MISUSE OF EQUIPMENT**

The supporting electrical infrastructure and associated EVSE(s) are provided for the purposes of charging electric vehicles only. At no time may these circuits and equipment be utilized for any other purpose or in any manner not in accordance with the EVSE manufacturer's specified requirements.

### **REIMBURSEMENT OF INITIAL INSTALLATION COSTS**

If additional Owners/Residents request to make use of the supporting electrical infrastructure paid for by the Owners/Residents of Units 205 and 301, a reimbursement fee of \$400 payable to [REDACTED] shall be made prior to PCA approval of the additional installation(s) for the purposes of recovering the substantial investment made for the initial installation of the sub-panel and supporting electrical infrastructure.

**AUTHORIZATION AND EXECUTION**

The signing of this Memorandum of Understanding does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to comply with, to the best of their abilities, the requirements specified in this MOU.

This agreement shall be signed by a representative of PCA and the Owners/Residents and shall be effective as of the first date written above.

\_\_\_\_\_  
PCA Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner Unit 205 - [REDACTED]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner Unit 301 - [REDACTED]n

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Unit 301 - [REDACTED]

\_\_\_\_\_  
Date