

Prepared by: _____
Donna R. Shahrabani, Esq.

**RESOLUTION OF THE BOARD OF DIRECTORS OF
WESTGATE SQUARE CONDOMINIUM ASSOCIATION, INC.
ADOPTING A POLICY FOR THE INSTALLATION OF
ELECTRIC VEHICLE CHARGING STATIONS**

WHEREAS, pursuant to Article VI, Section 2(e) of the Association's By-Laws (the "By-Laws"), the Board of Directors of the Westgate Square Condominium Association, Inc., (the "Board") is empowered to adopt and amend rules and regulations covering the details of the operation and use of the Association's property; and

WHEREAS, the New Jersey State Legislature has recognized an increase in the number of individuals who own electric-powered vehicles ("EVs"); and

WHEREAS, the Planned Real Estate Development Full Disclosure Act ("PREDFDA" or "the Act") was amended through the passage of Bill A3367, which governs rules and regulations pertaining to EV charging stations ("EVCS"); and

WHEREAS, the Act prohibits Common Interest Communities from adopting any covenant, restriction, or condition that unreasonably restricts the installation of EVCS's in designated parking spaces of an Owner; and

WHEREAS, the Board of Directors has decided to implement rules and regulations pertaining to EVCS's that are in compliance with the Act.

NOW THEREFORE, BE IT RESOLVED, that the following procedures pertaining to car charging stations shall be and are hereby established:

1. General Provisions

- a. This Resolution applies equally to Owners, family members of Owners, authorized residents, licensees, invitees, or guests. Each Owner is responsible for the conduct of his family, authorized residents, licensees, invitees, or guests in abiding by this Resolution.
- b. The Board, the Association, or its designee shall not be liable to the owner of the subject vehicle, or the Owner for any damage and/or injuries that occur during or as a result of the removal of the vehicle from the property.

2. Location of Charging Stations:

- a. Owners who own EVs may install an EVCS inside of their garage, subject to the provisions contained within this Resolution.

3. **Installation of Charging Station in Garage:**

- a. Any Owner who wishes to install an EVCS inside of his/her garage must apply to the Board of Directors before such installation. Such applications will be made and decided by the Board in the same manner as a property/architectural modification request.
- b. The Board will have sixty (60) days from the date that the application is received to make a decision to either approve or deny the application. Should the Board fail to approve the application within the 60-day time period, the request will be deemed approved.
- c. Should the application reveal conditions that would make the EVCS a life-safety risk, the Board shall deny such application.

4. **Owner responsibility**

- a. Should the Owner's application for a charging station be approved, the Owner shall acknowledge and execute the Association's "Agreement Regarding Installation and Use of an Electric Vehicle Charging Station," attached herein as Exhibit A. The Owner will also be responsible for reviewing and following the "Electric Vehicle Charging Station ("EVCS") Checklist at Westgate Square," attached herein as Exhibit B. Additionally, the Owner shall adhere to the following provisions:
 - i. The Owner must comply with the Association's architectural standards for the installation of the EVCS;
 - ii. The Owner must engage a licensed contractor to install the EVCS, including all necessary improvements and signage;
 - iii. The Owner must engage an electrician licensed by the State of New Jersey to install all necessary electric lines and electrical infrastructure in compliance with the Association's architectural standards. If an Owner has a Federal Pacific Circuit Breaker Box, it must be replaced by a licensed electrician and a permit for replacement must be obtained by the Township of Edison. A copy of the permit and final approval must be sent to the property management office.
 - iv. The Owner and the Owner's electrician must at all times observe and fully comply with the Association's Master Deed, By-laws, Rules and Regulations, the terms of this Agreement, and state and local law including but not limited to all applicable health and safety, zoning, and land use requirements;

- v. The Owner must obtain, maintain, and provide evidence of insurance protecting the Association and the other Owners from damage as a result of the EVCS;
- vi. The Owner shall be solely responsible for the payment of any and all costs in any way arising from or relating to the EVCS, including but not necessarily limited to (a) the cost of the Installation of the EVCS, (b) the electricity costs for use of, or otherwise associated with usage of, the EVCS, (c) the cost to repair or replace any damage to the EVCS, parking space, any general and/or limited common element, any unit, the property of any other unit owners, or any other separate interests, resulting directly or indirectly from the installation, maintenance, repair, removal, or replacement of the EVCS; (d) any maintenance, repair, or replacement of the EVCS; (d) the cost to restore to their original condition any common elements damaged or disturbed by the installation, maintenance, repair, replacement or removal of the EVCS, (e) all costs associated with the Owner's application to install and/or use the EVCS that are incurred to satisfy applicable health and safety standards, and requirements imposed by State and local authorities, including but not limited to applicable zoning, land use and other ordinance requirements.

5. Additional Assessments

- a. If the Association reasonably determines that the cumulative use of electricity attributable to EVCS's requires the installation of additional infrastructure improvements to provide the Condominium with a sufficient supply of electricity, then the Association may specially assess the cost of those additional infrastructure improvements to all unit owners, including Owner, who have installed EVCS's, and have applied to install electric vehicle charging stations, in equal shares per EVCS.
- b. Any monies that the Owner owes to the Association for insurance, installation of additional infrastructure, or otherwise shall be deemed special assessments, and the Association may collect those monies from the Owner in the same manner as the Association's governing documents and applicable laws provide for the collection of delinquent common expenses or other delinquent amounts.

6. Successive Owners

- a. Upon the sale of a Unit containing an EVCS, the successive Owner shall become responsible for the following:
 - i. Any damage to the EVCS, the parking space, a common element, a limited common element, the property of other Owners, or separate interests, which

damage results from the installation, maintenance, repair, removal, or replacement of the EVCS;

- ii. Any maintenance, repair, and replacement of an EVCS, and restoration of the area after removal of the EVCS;
- iii. The electricity usage associated with the EVCS;
- iv. All installation costs associated with the EVCS; and
- v. Any costs associated with an application for the installation or use of an EVCS to satisfy applicable health and safety standards and requirements imposed by State and local authorities, including but not limited to applicable zoning, land use, and other ordinance requirements.

b. Each Owner, and each successive Owner, shall be required to disclose the existence of the EVCS and the related responsibilities of the Owner upon the sale of the Unit.

7. **Insurance:** Owners, and each successive Owner, that own EVCS's are required to maintain a homeowner's liability coverage policy in the amount of \$100,000.00 and to name the Association as a certificate holder with the right to receive a notice of cancellation. Should the Owner fail to obtain insurance coverage, the Association shall have the authority to procure insurance on an Owner's behalf and charge the Owner the cost of the insurance.

a. Each Owner must also obtain from its electrician an insurance certificate evidencing that the electrician and/or subcontractor has in force the type and level of insurance required in the Agreement Regarding Installation and Use of an Electric Vehicle Charging Station.

8. The Association shall not be responsible in any way for any damage to a vehicle. Nor shall the Association be responsible for any costs associated with any such damage. If it is determined that responsibility for the vehicle rests with an Owner or other authorized resident or tenant, any costs and/or any fines or charges that may be levied by the Association, shall be posted to that Owner's account.

9. All Owners must ensure that their tenant(s) comply with the Master Deed, By-Laws, rules and regulations, and this Resolution.

10. Should any provision hereof be determined to be invalid, the remaining provisions hereof shall remain in full force and effect.

This Resolution is adopted this 14th day of MARCH, 2022, by the Board of Directors of the Westgate Square Condominium Association, Inc.

<u>Roll Call</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
Victor Pennella	✓			
Janet Kahn	✓			
Vinod Jain	✓			
Rohit Patel	✓			
Chandresh Shah	✓			
Angela Pizzi	✓			

The Secretary of Westgate Square Condominium Association, Inc. certifies that the foregoing is a true copy of a Resolution approved on the 14th day of MARCH 2022 by a majority of a quorum of the members of the Board of Directors.

[Handwritten Signature]

, Secretary

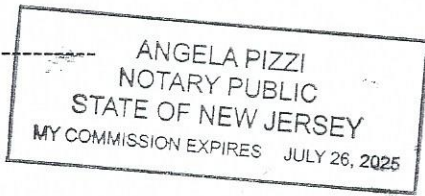
Dated: 03/20/2022

STATE OF NEW JERSEY)
: SS.
COUNTY OF)

Be it remembered that on this 20th day of March, 2022, before me, a Notary Public of New Jersey, Rohit Patel, Secretary of Westgate Square Condominium Association, Inc., who, I am satisfied is the person named in and who executed the within instrument after notice and meeting upon a vote of the Board of Directors in accordance with the By-Laws and thereupon he/she acknowledged that he/she signed, sealed and delivered the same as the act and deed of the Corporation for the uses and purposes therein expressed.

Sworn and subscribed to before me on this 20th day of March, 2022

[Handwritten Signature]
Notary Public



Record and Return to:
Donna R. Shahrabani, Esq.
Buckalew Frizzell & Crevina LLP
55 Harristown Road, Suite 205
Glen Rock, NJ 07452

EXHIBIT A
Agreement Regarding Installation and Use of an Electric Vehicle Charging Station

WESTGATE SQUARE CONDOMINIUM ASSOCIATION, INC.
Agreement regarding installation and use
of an electric vehicle charging station

THIS AGREEMENT (the "Agreement") is made on the ____ day of _____ 20__ by and between **Westgate Square Condominium Association, Inc.**, a not for profit New Jersey corporation responsible for the administration and management of the Westgate Square Condominium ("Condominium") located in Edison, New Jersey, and having its principal place of business c/o Executive Property Management, 4-08 Towne Center Drive, North Brunswick, New Jersey 08902, ("Association"), and _____ ("Unit Owner"), the owner of the unit located at _____ of the Condominium;

WHEREAS Unit Owner wishes to install an electric vehicle charging station and all necessary electric lines and electrical infrastructure (Together the "EVCS") serving the designated parking space for his Unit, being space number ____; and

WHEREAS, Unit Owner's installation and use of the EVCS shall require use of a portion of the Association's common elements for the purpose of connecting the EVCS to the Association's electricity supply; and

WHEREAS the Association and Unit Owner wish to memorialize the responsibilities of Unit Owner regarding the EVCS, including but not limited to with regard to the installation, maintenance, repair, and replacement of the EVCS and any resulting restoration of the Association's common elements that is necessary;

NOW, THEREFORE, THE UNIT OWNER AND ASSOCIATION AGREE AS FOLLOWS:

1. Association consents to Unit Owner's installation of the EVCS (the "Installation") and use of the EVCS subject to and in accordance with the terms and conditions of this Agreement. This Agreement may be terminated:

a. By Unit Owner, subject to Unit Owner's removal of the EVCS, restoration of the common elements to their prior condition, and payment of any charges due under this Agreement.

b. By the Association if (i) Unit Owner is in material breach of this Agreement, or (ii) the Association determines that the EVCS presents a life-safety issue to any resident that Unit Owner fails to cure within 14 days' notice from the Association, or (iii) the Association terminates this Agreement otherwise in accordance with New Jersey law.

2. Unit Owner's Installation of the EVCS shall fully comply with the plans and specifications (the "Plans") attached to this Agreement as Attachment A, which are incorporated by reference herein and made a part of this Agreement.

3. In granting Unit Owner consent to perform the Installation of the EVCS, the Association is not making any representations regarding the Plans, design, feasibility or efficiency of the EVCS, nor is the Association assuming any liability or responsibility whatsoever for the Plans, the Installation, or the EVCS.

4. The Installation shall be performed by an electrician licensed by the State of New Jersey.

5. Unit Owner and the Unit Owner's electrician must at all times observe and fully comply with the Association's Master Deed, By-laws, Rules and Regulations, the terms of this Agreement, and state and local law including but not limited to all applicable health and safety, zoning, and land use requirements.

6. Unit Owner shall be solely responsible for the payment of any and all costs in any way arising from or relating to the EVCS, including but not necessarily limited to (a) the cost of the Installation of the EVCS, (b) the electricity costs for use of, or otherwise associated with usage of, the EVCS, (c) the cost to repair or replace any damage to the EVCS, parking space, any general and/or limited common element, any unit, the property of any other unit owners, or any other separate interests, resulting directly or indirectly from the installation, maintenance, repair, removal, or replacement of the EVCS; (d) any maintenance, repair, or replacement of the EVCS; (d) the cost to restore to their original condition any common elements damaged or disturbed by the Installation, maintenance, repair, replacement or removal of the EVCS, (e) all costs associated with the Unit Owner's application to install and/or use the EVCS that are incurred to satisfy applicable health and safety standards, and requirements imposed by State and local authorities, including but not limited to applicable zoning, land use and other ordinance requirements.

7. If the Association reasonably determines that the cumulative use of electricity at the Condominium, attributable to the installation and use of electric vehicle charging stations, requires the installation of additional infrastructure improvements to provide the Condominium with a sufficient supply of electricity, then the Association may specially assess the cost of those additional infrastructure improvements to all unit owners, including Unit Owner, who have installed electric vehicle charging stations, and have applied to install electric vehicle charging stations, in equal shares per electric vehicle charging station.

8. Any monies that Unit Owner owes to the Association under this Agreement for insurance, installation of additional infrastructure, or otherwise shall be deemed special assessments, and the Association may collect those monies from Unit Owner in the same manner as the Association's governing documents and applicable law provide for the collection of delinquent common expenses or other delinquent amounts.

A. Stoppage of Installation

9. The Association can require the Unit Owner to stop the work of the Installation at any time the Unit Owner, or anyone engaged, retained or employed by the Unit Owner, directly or indirectly, intentionally or unintentionally violates any provision of this Agreement, or whose conduct or operations, in the opinion of the Association's Property Manager, poses an immediate threat to the security of the Condominium, or to its safety or well-being, or to the comfort, safety, well-being or right to quiet and peaceable enjoyment of any resident or Unit Owner, or has caused, or threatens to cause damage, injury or interruption to the operation, integrity and efficient functioning of any facility, equipment, system or component of the Condominium.

10. The Unit Owner must stop all work on the Installation on notice from the Association that the Unit Owner has breached this Agreement, or the Association's Master Deed, By-laws, or Rules and Regulations, or that the Unit Owner's electrician has breached the terms of same or this Agreement. The Association can bar the Unit Owner's electrician from the Condominium for any breach of this Agreement until that breach has been cured to the Association's satisfaction.

11. In the event a work stoppage is ordered by the Association, the Unit Owner cannot resume work on the Installation until all damages and injuries caused have been repaired or replaced to the Association's satisfaction, or until the threat perceived by the Association has been abated to its satisfaction, or until the breach charged by the Association has been cured to its satisfaction, and until it has received such guarantees and assurances as it deems reasonable under the circumstances that there will not be a reoccurrence of the injury, damage, threat or breach that led to the stoppage.

12. If, in the judgment of the Association's engineer, the Installation threatens to cause, or in fact causes, any interruption, damage, interference with or adverse effect on, any of the Condominium's common elements, or any of its equipment or systems, or any of the Association's operations, the Unit Owner must immediately take all necessary action to cease, abate, correct or remediate that effect and must pay to the Association every cost and expense incurred by the Association as a consequence of that effect, including any cost or expense incurred by the Association to correct, remediate, repair or replace any damaged common element, as well as the costs and expenses incurred by the Association to correct, repair or remediate every other consequence of that effect of the Installation.

B. Compliance with Applicable Law, Municipal Permits, Fire Codes, and Inspections Required

13. The Installation must conform in every respect to current local, state, and federal codes applicable to the Installation and to the Condominium. All approvals, permits and certificates that are required for the Installation by the Construction Code Official and any Subcode Official of the Township of Edison (collectively "the Building Department") must be obtained by the Unit Owner before the Installation begins. The Unit Owner must notify the Association in writing of the Building Department number assigned to each approval, permit or certificate and give a copy of each approval, permit, and certificate to the Association within 10 days following the issuance of each.

14. The Unit Owner must post or display each approval, permit or certificate as required by the Building Department and/or Fire Department. If posting or display is not required, the Unit Owner must keep copies of each in the Unit and make them available for inspection by the Association during the Installation and for one year following its completion.

15. To the extent required by the Township of Edison municipal ordinances, the Unit Owner must arrange for and have the Installation inspected by the Building Department.

16. Upon completion of the Installation, the work covered by each required permit, approval or certificate must be certified by the issuing authority to have been completed to its satisfaction, and the Unit Owner must give the Association a copy of each certificate or sign-off evidencing the satisfactory completion of the Installation.

C. No Change in Plans Without Association Consent; Inspections by Association; Costs Borne by Unit Owner

17. Unit Owner cannot make or permit any change or modification of the Installation without the consent of the Association. The Association may require that any change to the Plans must be reviewed by the Association's engineer, at Unit Owner's sole cost and expense.

18. The Installation shall not damage, disrupt, relocate or modify any structural elements of the Condominium, including any slabs, columns, plumbing risers, intercom risers, phone risers, electrical risers, or HVAC chasers or ducts, or any wires, pipes or lines within any chase or duct. If, during the Installation, any unexpected condition is uncovered that requires modification of the Plans, the Unit Owner must notify the Association's Property Manager prior to proceeding with the Installation, and obtain the Association's written approval before proceeding to make that modification.

19. Once the Installation commences, the Unit Owner's electrician must perform the Installation continuously until completed, working between the hours of 9 a.m. and 6 p.m. Monday through Friday. The electrician must removal waste and debris, and leave the work area in a clean condition, at the end of each day.

20. Upon completion of the Installation, the Association's electrician or engineer shall, at the Association's discretion, inspect the Installation in order to confirm that it has been done properly and in accordance with the Plans and the all applicable law. The Unit Owner shall be responsible for the fees charged by the Association's electrician or engineer to perform that inspection.

D. Indemnification

21. To the fullest extent permitted by law, the Unit Owner (and Unit Owner's electrician pursuant to the separate indemnification form attached hereto as Attachment B) shall indemnify, defend and hold and save harmless the Association, its Property Manager, officers, employees, members (unit owners), Board of Directors, individual Directors, or any of them (hereafter

collectively referred to in this Section D. as "RELEASEES"), from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of or relating to any personal injuries, death or damage to property that were caused by, or contributed to by, the installation, removal, or use of the EVCS.

Such indemnification shall further apply to any lawsuits, liabilities, damages, judgments, expenses, losses, claims, penalties and fines (of an administrative, criminal or civil nature) incurred by or made against RELEASEES and/or Unit Owner and/or its electrician, for any injury (including but not necessarily limited to bodily injury, sickness, condition or death) to any person and/or any injury to property (including but not necessarily limited to loss of use, diminution in value, or partial or complete destruction of) occurring or allegedly occurring in, about, or in connection with the Condominium and/or in any other way relating to or arising from any:

- Material breach of this Agreement;
- Negligent, reckless, malicious, criminal, willful or intentionally wrongful act(s) or omission(s); or
- Violation of any local, state, federal or other governmental ordinance, regulation, statute or other law

committed by the Unit Owner and/or the Unit Owner's electrician or any permitted subcontractor, their respective servants, agents, or employees, while performing or purporting to perform the Installation or any other work that is the subject of this Agreement.

E. Insurance

22. Within 14 days of approval of Unit Owner's application to install the EVCS, and prior to installation of the EVCS, Unit Owner shall obtain, and thereafter maintain at all times while the EVCS is in place, homeowners liability insurance coverage in the amount of \$100,000.00 protecting the Association and the other unit owners in the Condominium from damage as a result of the existence and operation of the EVCS, and naming the Association as a certificate holder with a right to receive a notice of cancellation. Unit Owner shall provide evidence of this insurance to the Association prior to commencing the Installation and annually thereafter on or before the anniversary date of this Agreement.

23. Unit Owner must obtain from its electrician an insurance certificate evidencing that the electrician and/or subcontractor has in force the following insurance, and must give a copy of each certificate to the Association, and an endorsement to the policy, naming the Association, its Officers, Directors, Property Manager, employees, and the Unit Owner as additional insureds in each policy.

TYPE COVERAGE

LIMIT OF LIABILITY

- Comprehensive General Liability,

\$2,000,000/

Combined Single Limit Bodily Injury and Property Damage, and Broad Form Property Damage	\$2,000,000
●Automobile Injury, Combined Single Limit	\$500,000/\$1,000,000
●Umbrella Liability	\$5,000,000
●Worker's Compensation	as required by law

The Association can require a change in additional insureds at any time. If the Unit Owner fails to obtain and maintain the insurance required above, the Association has the right to obtain it on the Unit Owner's behalf and charge back the cost to the Unit Owner. The Association shall have the right to treat any such costs as additional common expenses of the Unit Owner and to enforce collection of those costs in the same manner as for ordinary common expenses.

24. The Unit Owner shall require the Unit Owner's electrician to obtain from each of its subcontractors all the same insurance required of the electrician, contractor, and to include the electrician, Unit Owner, Association, its Directors, officers, Property Manager, employees and unit owners, named as additional insureds in each policy.

25. These required insurance coverages, whether written on an occurrence or claims made basis, must be maintained without interruption from the date of commencement of the Installation until the Installation has been completed. Failure to maintain insurance coverage in accordance with this Agreement will constitute a breach of this Agreement and entitle the Association to order the Unit Owner and the Unit Owner's electrician to stop work, bar the electrician from the Condominium, or suspend or terminate this Agreement, or any one of the foregoing. The only acceptable evidence of insurance is an endorsement to each of the required policies evidencing that coverages required are in force and that each policy is deemed primary coverage in the event a claim is made, and that no policy can be cancelled unless 30 days' prior notice is given to the Association.

F. Miscellaneous

26. This Agreement is governed by the Law of the State of New Jersey. All disputes that cannot be amicably settled by the parties will be venued in the Superior Court of New Jersey, Middlesex County. The parties' consent to the exclusive jurisdiction of that court. This will not operate to prevent the parties from agreeing in writing to try to resolve any dispute in another forum or by other lawful means.

27. This Agreement represents the entire, integrated agreement between the Unit Owner and the Association. It supersedes all prior negotiations, representations, and agreements, whether written or oral. It can be amended only by written agreement signed by both parties.

28. If any part of any provision of this Agreement is declared invalid or unenforceable by a court, it will be ineffective to the extent of the invalidity only. The remaining parts of the provision or the remaining provisions of this Agreement will not be affected by that declaration.

29. All Notices to be given under this Agreement must be in writing and signed by a person authorized to sign for the party giving that notice. A notice will be deemed given when it is mailed by certified mail, return receipt requested, to:

For Association:

Westgate Square Condominium Association, Inc.
c/o Executive Property Management
4-08 Towne Center Drive
North Brunswick, New Jersey 08902

with a copy to:

Donna R. Shahrabani, Esq.
Buckalew Frizzell & Crevina
55 Harristown Road, Suite 205
Glen Rock, New Jersey 07452

For the Unit Owner:

Service can also be made personally or by messenger by actual delivery to the person to whose attention a notice is to be addressed or by overnight courier service, such as Federal Express, or by facsimile or e-mail.

A notice sent by any of these means that is received after 5 P.M. on any weekday, or at any time on a legal holiday or any Saturday or Sunday, will be deemed received on the next business day.

A notice sent by facsimile or e-mail will be deemed delivered when its receipt is acknowledged in writing, or by like means of communication, given or sent by the person to whose attention that notice is sent.

30. This Agreement may be executed in multiple counterpart originals. All counterpart originals will have equal force and effect. Photocopies of any counterpart will have the same force and effect as an original.

31. This Agreement is binding on any successor(s) in interest, heir(s), beneficiary/ies, or assign(s) of the Unit Owners, including, but not limited to any person who purchases or otherwise

takes title to the unit. Any such person shall be jointly and severally responsible for any charges owed by Unit Owner to the Association as of the date that such person takes ownership of the Unit Owner's unit. The Unit Owner is responsible for disclosing to any prospective purchaser of his Unit the existence of the EVCS and the responsibilities of the owner of the unit pursuant to this Agreement.

32. The headings in this Agreement are solely for convenience, are not substantive, and are not intended to limit in any way the applicability of any provision of this Agreement.

33. The Association shall have the right to record this Agreement in the chain of title to the Unit Owner's Unit.

The Unit Owner states that he or she has read this Agreement and understands it. The Unit Owner also states that he or she has obtained or had the opportunity to obtain his or her own legal counsel and advice before signing this Agreement.

WESTGATE SQUARE CONDOMINIUM
ASSOCIATION, INC.

Dated: _____

By: _____

Dated: _____

Unit Owner

**ATTACHMENT A TO AGREEMENT REGARDING INSTALLATION AND USE OF
AN ELECTRIC VEHICLE CHARGING STATION**

(Plans and Specification)

**ATTACHMENT B TO AGREEMENT REGARDING INSTALLATION AND USE OF
AN ELECTRIC VEHICLE CHARGING STATION**

Electrician's Letter of Indemnification

In consideration of the Westgate Square Condominium Association, Inc., granting the undersigned permission to enter Westgate Square Condominium for the purpose of performing the installation of an electric vehicle charging station ("EVCS") and related work for _____ [name of unit owner], the undersigned, to the fullest extent permitted by law, assumes full responsibility, and hereby agrees to indemnify, defend and hold harmless the Association, its Board of Directors, individual Directors, officers, property manager, and unit owners, from and against any claims, losses, damages, or liabilities to the to the Condominium, its general and/or limited common elements, and other units, in any way relating to or arising from the installation of the EVCS.

[Electrician]

By: _____

(Owner/President)

Print Name: _____

Address: _____

Dated: _____

EXHIBIT B
Electric Vehicle Charging Station (“EVCS”) Checklist at Westgate Square
Updated: 1/31/2022

The following checklist should be used to guide you, as an Owner at Westgate Square, through the process of installing and operating an EVCS. This is not an exhaustive list of responsibilities. You are directed to review the 2022 Westgate Square Resolution Adopting a Policy for the Installation of Electric Vehicle Charging Stations (“EVCS Resolution”). More items may be added to this checklist in the Association’s sole discretion, and/or as required by the Township of Edison (“Township”). If you have any questions, please contact Management before moving forward with installation.

1. **BEFORE HIRING A CONTRACTOR TO INSTALL YOUR EVCS, YOU MUST:**
 - a. Provide Management with written proof of your homeowners’ liability coverage in the amount of \$100,000.00. The insurance coverage must:
 - i. Protect the Association and other unit owners from damage that may result from the existence and operation of the EVCS; and
 - ii. Name the Association as a certificate holder and an additional insured with a right to receive notice of cancellation.

2. **HIRING A CONTRACTOR:**
 - a. You must hire a New Jersey licensed electrician to install your EVCS. The electrician must:
 - i. Wire the EVCS to your circuit panel; and
 - ii. Install all necessary electric lines and electrical infrastructure as described in your approved application, the Association’s architectural standards, the EVCS Resolution, and the Township ’s applicable codes.

3. **ONCE YOU HIRE AN ELECTRICIAN, AND BEFORE ANY WORK COMMENCES, YOU MUST:**
 - a. Provide Management with a copy of the electrician’s insurance certificate which must:
 - i. Evidence that the electrician and any subcontractors have in force the insurance coverage and limits of liability listed in the EVCS Resolution; and
 - ii. Name the Association, its officers, directors, property managers, and you as additional insureds on each policy.
 - b. Provide Management with a copy of the electrician’s valid New Jersey license to perform the necessary work.
 - c. Ensure that all work to install the EVCS will be performed:
 - i. Continuously until completed; and
 - ii. Between the hours of 9:00 a.m. and 6:00 p.m. Monday through Friday.
 - d. Ensure that the electrician removes all waste and debris and leave the work area in a clean condition at the end of each day.

4. **REQUIRED EQUIPMENT - Once installed, the EVCS must:**
 - a. Be compatible with your vehicle regarding capacity levels, which must be demonstrated in writing and submitted to Management and the Township before you begin to use the EVCS;
 - b. Be clearly labeled with indicators showing connections and power disconnects; and

- c. Have power disconnects that have a three foot (3') clearance to any combustibles. This required clearance from the power connects must be evidenced by a written confirmation by the Township, which must be submitted to Management before you use the EVCS.

5. **PERMITS:**

- a. All permits required by the Township must be provided to Management within ten (10) days following their issuance.
- b. All permits must be posted or displayed on the property, as required by the Township Building Department and/or Fire Department.
- c. If posting or displaying permits is not required, you must keep copies of each in your Unit and make them available for inspection by the Association during the installation, and for one (1) year following completion of the EVCS installation.

6. **INSPECTIONS:**

- a. To the extent required by the Township, you must arrange for the installation of the EVCS to be inspected by the Building Department and/or Fire Department. Final inspections and approval stickers from the Township for all permits noted above must sent to Management.
- b. Upon completion of the EVCS installation, the Association's electrician or engineer shall, at the Association's discretion, inspect the installation in order to confirm that it has been done properly and in accordance with the Plans and Specifications that you submit to the Board for review, in accordance with the EVCS Resolution, and all applicable laws.

7. **NOTE: IF YOU HAVE A FEDERAL PACIFIC CIRCUIT BREAKER BOX ANYWHERE IN YOUR UNIT OR GARAGE:**

- a. It must be replaced with a circuit breaker box that is not manufactured by Federal Pacific, using a licensed electrician. A permit for the replacement must be issued by the Township.
- b. A copy of the permit and final approval must be sent to Management within ten (10) days following issuance of the permit.

8. **FINAL INSPECTION AND APPROVAL BY THE ASSOCIATION:**

- a. Once all of the above items and the items listed in the EVCS Resolution are satisfied, the Board of Directors will review the work completed and the paperwork provided in order to render final approval of the EVCS station. The Board of Directors will render either a final approval or a request for more information and/or additional work within ten (10) days of your compliance with the above steps. Should the Board fail to approve the EVCS station within the 10-day time period, use of the station will be deemed approved.