

## **Electric Vehicle Charging Policy**

Our attorney has suggested significant additions to the Electric Vehicle Charging Policy which the Board adopted earlier. His advice is that the policy should address fully issues which are bound to come up in the future.

When the Board started work on this policy, the issue at hand was what to do about the use of Association-paid electrical outlets for charging cars. That was a concern because there certainly will be an ever-increasing number of cars in the future that need regular charging, and the car-owners should bear the cost of that electricity.

Below is the Policy as prepared by the attorney. You will see that Sections III and IV deal with the use of electricity from Association-paid outlets. Section V, VI and VII deal with the installation of high-voltage charging stations in common-area garages and carports.

This should be the final revision (I hope). The Board will consider it again in its June General Session. If you have questions or comments, please direct them to Director Bruce Cowgill at [perfectfitengineering@gmail.com](mailto:perfectfitengineering@gmail.com).

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## **Electric Vehicle Charging Policy for Oceanside Community Association May 2021**

### **Purpose**

The Oceanside Community Association, Inc. (“Association”) is responsible for managing and operating the Common Areas of the community. California Civil Code Section 4745 et seq., provides that if an electric vehicle charging station (“Station”) is to be placed in Common Area, certain conditions must be met.

The purpose of this policy is to set forth the guidelines and requirements that have been adopted by the Association’s Board of Directors (“Board”) for this purpose pursuant to Civil Code Section 4745, et seq., define financial responsibilities, and set policy for charging of electric vehicles (EVs) which are owned by residents and connected to electricity provided by the Association.

### **Guidelines**

The Association supports energy-conserving measures and seeks to provide Members (hereinafter called “Owner” or “Owners”) within the Association with guidelines to allow Owners within the Association an equal opportunity to install electric vehicle charging stations for use with their electric automobiles or to pay fairly for the electricity they use for charging from Association-paid outlets.

At this time, approximately sixty percent of the vehicles owned by Association residents are parked in garages and carports which are maintained by the Association. In most cases the electricity

available in these garages and carports is provided by the Association at the Association's expense. The cost of electricity associated with the charging of a resident's Electric Vehicle (EV) (even when connected to Association-provided electricity) is the Homeowner's responsibility.

## **I. Electric Vehicle Charging Station**

Station means a system that is designed in compliance with the California Building Standards Code and delivers electricity from a source outside an EV into one or more EVs. A Station shall include all related components and improvements including but not limited to the associated electricity meter (collectively referred to as "Improvements"). A Station shall meet applicable health and safety standards and requirements imposed by state and local authorities as well as applicable zoning, land use or other ordinances, or land use permits.

Some EVs do not require a Station to charge and can be plugged in to a 120v outlet. This policy shall address use of this charging method as well.

## **II. Electric Vehicle Types**

- (1) Hybrid – These vehicles can run on gas or electric but do not have a charge port. The batteries are self-charging via power generated by the gas motor and do not use external wall outlets or charging stations.
- (2) Plug-in Hybrid - These vehicles do not rely solely on gas for charging and can be connected to an outside electrical source for charging the battery. They are usually charged using power from 120-volt wall outlets such as the ones found in the Association-maintained garages and carports. This method is defined as Level 1 charging. The chargers may be portable or built-in to the vehicles. If the battery is not charged from an outside electrical source the vehicle will function as a regular hybrid.
- (3) Electric - These vehicles must be connected to an outside electrical source for charging the battery. They usually require high voltage (240 volt or higher) Level 2 charging stations, however many of these vehicles can also be charged using 120-volt wall outlets (at a slower charging rate).
- (4) Please note: Smaller electric vehicles that have a top speed of 20 mph or less like golf carts, electric bicycles, electric scooters etc. are not intended to be addressed by this Policy and will be considered at a future date.

## **III. Electrical Supply by Location**

- (1) Units 1, 1A, 2, 3, 4, 5, 6, 8 and 9

- (a) The garages and carports associated with these Units are maintained by the Association. These Units have electricity provided at the Association's expense and charged via common area power meters.
- (b) Where practical, Homeowners are to rewire the outlets they use for charging to the Homeowner's power meter.
- (c) In cases where rewiring to one's power meter is impractical, each Homeowner will be charged individually for the electricity used as determined through some form of sub-metering.

(2) Units 7, 10, 11, 12, and 14

- (a) These Units have electricity provided at the Homeowners' expense and charged via the respective Homeowners' power meters.
- (b) All EV charging associated with these Units must connect to Homeowner-owned and maintained power through an individual meter which exclusively services the Homeowner's residence. All costs related to Stations and/or EV charging are the responsibility of the respective Homeowner.

#### **IV. Owner Use of Association Controlled 120v Outlets**

(1) EV charging via connection to existing Association-maintained 120-volt wall outlets is permitted **ONLY** upon prior written approval by the Association. Approval shall be dependent upon:

- (a) The results of the Association's evaluation of the added load on the circuit. Such evaluation shall be conducted at the Homeowner's expense.<sup>1</sup>
- (b) Payment by the Owner of a monthly EV Charging Fee.
- (c) The EV Charging Fee shall be based upon individual monthly Association submeter readings and the then in effect utility billing rates.
- (d) Payment by the Homeowner of all costs to the Association related to such EV charging. This includes the cost of installing and maintaining a sub-meter or any other modification which is made to accommodate EV charging.

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<sup>1</sup> The electrical service in Association-maintained carports and garages was not designed for EV charging. As the amount of EV charging increases, so does the risk of power loss due to circuit overload and tripped circuit breakers. Such power loss can affect other electric dependent components such as safety lighting, garage door openers, etc.

(e) A signed and notarized Informal Indemnity Agreement which states clearly that the Homeowner understands and agrees to his or her responsibility to maintain the Improvements.

(2) The Homeowner and each successive Owner of the Unit shall be responsible for all of the following:

(a) Costs of damage to the Exclusive Use Common Area, Common Area, and/or any Units resulting from the use of the Association-maintained wall outlet.

(b) Disclosing to prospective buyers the existence of any Association-maintained wall outlet and the related responsibilities of the Homeowner.

## **V. Owner-Installed Electric Vehicle Charging Stations Requirements**

In the future, Homeowners may desire to install a Station at their own expense. A Homeowner who desires to install a Station must comply with the following requirements:

(1) The Homeowner must obtain approval from the Architectural Committee to install a Station solely at the Homeowner's expense. As a condition of such approval, the Homeowner agrees to:

(a) Comply with all architectural standards for the installation of the Station.

(b) Engage a licensed, insured and qualified contractor to install the Station and provide proof of license and insurance to the Association prior to performing any work.

(c) Within fourteen (14) days of approval and prior to performing any work, provide the Association with a certificate of insurance that names the Association as an additional insured under the Owner's insurance policy, which covers the installation, maintenance and any damage associated with the Station.

(d) Pay all costs of the installation, electric hook up and electricity usage associated with the Station.

(e) Ensure the Station is connected to the Homeowner's power panel (or otherwise individually metered).

(2) The Homeowner and each successive Owner of the Unit shall be responsible for all of the following:

(a) Costs of damage to the Station, Exclusive Use Common Area, Common Area, and/or any Units resulting from the installation, maintenance, repair, removal or replacement of the Station.

(b) Costs for the maintenance, removal, repair and replacement of the Station until it has been completely removed from the Exclusive Use Common Area and for the restoration of the Exclusive Use Common Area after removal.

(c) The cost of electricity and any installed meter associated with the Station.

(d) Disclosing to prospective buyers the existence of any installed Station and the related responsibilities of the Homeowner.

(3) The Homeowner and each successive Owner, at all times, shall maintain an umbrella liability coverage policy covering the obligations of the Homeowner under paragraph (2), and shall name the Association as an additional insured under the policy with a right to notice prior to cancellation. Such insurance must be primary and noncontributory.

(4) In order to ensure that the applying Homeowner and each of his or her successors in interest are aware of the obligations and to permit utilization of the Common Area and Exclusive Use Common Area by Homeowner for the Station, upon approval, the Homeowner will be required to enter into a License Maintenance and Indemnity Agreement (“LMIA”) that will be recorded against the Unit. The Owner will be responsible for all expenses incurred in preparing and recording the LMIA.

## **VI. Approvals of Homeowner-Installed Stations**

(1) Homeowners must complete an architectural application and provide the completed application and plans to the Architectural Committee as required by the Association’s Governing Documents and California Law.

(2) The Homeowner’s application must include any and all approved permits from relevant City or County entities for the installation of the Station. If City approval and/or permits are not required, the Association requires written notification from the Homeowner (or the Homeowner’s Contractor) stating that no such approval is required. The Homeowner must also submit the prior, written approval, and any and all approved permits, from their current electric utility company servicing their Unit, for the installation of the Station and any associated meter, where such approval is required. If utility company approval and/or permits are not required, the Association requires written notification from the Homeowner (or from Homeowner’s Contractor) stating that no such approval is required.

(3) Association approval of the electric vehicle charging station is primarily a review of aesthetic compatibility. The Homeowner is solely responsible for ensuring compliance with all applicable laws and governmental regulations, codes and ordinances and obtaining permits where applicable. Approval by the Association for the Station does not waive the necessity of obtaining City required permits or any other government approval. All approvals must be obtained prior to construction of any Station. The Homeowner is solely responsible for ensuring that the Station is maintained to the standards set by both the Association and any City or County or other entity with jurisdiction. Upon notification by the City, the Association, or any other government entity with jurisdiction over the Homeowner’s Improvement, of any deficiencies in the maintenance of

the Station, the Homeowner must promptly correct same. Failure of the Homeowner to promptly correct any such deficiencies will be deemed a violation of this Policy.

## **VI. Installation and Maintenance**

### **(1) Homeowner Installation**

(a) Prior to requesting approval of a Station, the Homeowner must ensure that the proposed Station will not increase the Association's cost to maintain the Common Area. The foregoing notwithstanding, the Homeowner shall fully compensate/reimburse the Association for any cost to maintain, repair, or replace any portion of the Common Area which arises as a result of the Homeowner's installation of the Station. Further, the Homeowner must agree to remit payment in full to the Association for any such costs within fifteen (15) days after presentation of invoices incurred by the Association for such costs. The Homeowner must further agree that, in the event of a failure to remit such payment, the Association may proceed with any and all legal action to collect such monies due, as provided by the CC&Rs and law, and may recover attorney's fees and costs incurred by the Association for its enforcement of its rights.

(b) Installation and connection of any necessary wiring from any already installed meter to the Station shall only be performed by a licensed, insured and qualified electrician.

(c) The Association is not a guarantor of electricity service to any Station. In the event of an emergency or any other event resulting in cut-off or black-out of electrical services, the Association will not provide emergency power service to any installed Station. Homeowners are solely responsible for ensuring any desired back-up power source to the Station.

(d) The Association expressly reserves the right to amend or supplement these guidelines.

### **(2) Homeowner Maintenance**

(a) The Homeowner, by and through the Homeowner's agents and/or subcontractors, shall maintain and repair the Station in a professional, operable, attractive and safe condition solely at the Homeowner's expense, and in accordance with any and all conditions, guidelines, standards, and regulations established by the Board for the Association. The Board shall have the sole discretion to determine whether such Station is being maintained and/or repaired in an attractive and safe condition and in good repair. In the event the Station cannot be maintained or repaired in an attractive and safe condition, the Homeowner shall remove the Station upon request by the Association and restore the area to its original condition prior to the installation of the Improvement, at the Homeowner's sole expense.

(b) Except where required by law, the Association shall be under no obligation to approve new or similar Stations in the event the Station needs to be replaced due to wear and tear, damage, or any other cause. The Homeowner is required to seek all required approvals on any proposed station replacement in accordance with the Association's current Governing Documents.

(3) Association Installation- There are currently no Association installed Stations in the Community. Installation of a Pay-As-You-Go charging station in the Common Area for the use of all members is under consideration.

(a) An electric vehicle charging station installed by the Associational shall meet applicable health and safety standards and requirements imposed by state and local authorities, and all other applicable zoning, land use, or other ordinances, or land use permits.

## **VII. Violation of Policy**

Any Homeowner who violates this Policy will be subject to an ongoing, monthly fine levied pursuant to the Association Enforcement Policy and/or Individual Assessments to reimburse the Association for costs incurred. Violations include, but are not limited to, connecting to Association metered electricity without appropriate approval, failure to pay any cost of fee associated with the Homeowner's EV charging, or failure to obtain Architectural approval before installation of a Station.

The Association will follow the Association's enforcement procedures against the violating Homeowner before imposing a fine and/or Individual Assessment.

The enforcement provision contained herein does not limit or waive the authority of the Association to pursue any other enforcement procedure or remedy against a Homeowner in violation of this Policy or the Association's Governing Documents, as permitted under the Association's Governing Documents or California law.