

Lantana Oceanfront Condominium Association

Policy and Procedures for Electronic Vehicle
Supply Element (EVSE)
(draft)

Revision 0.3
September 2022

1. Glossary of Terms:

ARC: Architectural Review Committee

BOD: Board of Directors (of LOC)

EV: Electric Vehicle, as in fully battery electric, or plug-in hybrid electric, vehicles, or Bicycles.

EVSE: Electric Vehicle Supply Equipment - similar meaning to Electric Vehicle Charging Station (EVCS)

LOC: Lantana Oceanfront Condominium (Association) - equal to LOCA

PM: The Association's Property Management Company

Garage Bay: A covered parking space for a single vehicle.

2. Policy:

In accordance with Florida Statute 718.113 Electronic Vehicle Supply Element (EVSE), Lantana Oceanfront Condominium Association (LOC) supports the use of EVSE within the limited common element garages at Lantana. The policies and procedure herein are additive to, meant to be fully compliant with, and not in conflict with, Florida Statute 718.113.

The following additional policy elements apply to all EV owners, and EVSE owners, as designated:

- A. All EV owners and EVSE owners are required to register their EV's and EVSE's with the Association Property Management Company, within 14 days of purchase, using the registration document contained herein, or on the Lantana Webpage "Documents Section".
- B. The permitted use of EVSE is limited to level 1 and level 2 charging systems. All governing documents for LOC and FL Statute 718.313 apply to owners with EVs, and the installation and operation of EVSEs.
- C. The EVSE owner is required to assume all liability, and provide proof of the ability to bear significant liability, for any damages caused by the EVSE/EV installation and/or operation. The Association shall bear no liability for any damages caused by an EV or EVSE, or the installation or operation thereof.
- D. Independent of ARC approval, an EVSE installation shall not limit, change, diminish or interfere with any other services within the Lantana complex, or with any other future owner installations, without LOC approval. This includes but is not limited to easement, physical, electrical, or electro-magnetic interference.
- E. Owners are allowed to install only one EVSE in one garage - even if they own more than one garage.
- F. In no way shall the owner's installation an EVSE compel the Association to incur costs beyond those described in this document.
- G. If the EVSE is no longer needed, the owner shall remove/disable the EVSE (note that the electrical circuitry/wiring is not affected by this clause) at owner expense. The EVSE "need" is considered void if any of the following occur:
 - (I) The owner no longer owns an EV,

- (II) The EVSE no longer functions or effectively charges their EV,
 - (III) The property title is changed,
 - (IV) The owner leases any portion of the unit (including garage),
 - (V) The owner allows non-owners to use the garage.
 - (VI) The EV has been involved in an accident, and has not been fully repaired by a manufacturer certified repair facility that provides a relevant statement of safety .
- H. The owner shall not leave the EV connected to the EVSE for a period longer than one week, unless one of the following mitigation methods are in place:
1. The owner has established internet access to the EV/EVSE and is sent alerts whenever the charging system detects a failure. In this case, the owner should activate the lowest risk charging solution available within the EV/EVSE system (Tesla example: SENTRY mode: OFF, max charge: 50%, etc)
 2. The owner has engaged someone during their absence to enable/disable the EVSE charging as needed to maintain the EV charge whilst minimizing unattended charging.
- I. Within 1 month of sale or transfer of the property, the new owner or resident shall register their EV/EVSE system as defined in this document. EVSE registrations from previous owners or residents are not grandfathered to subsequent residents. The BOD reserves the right to reject said registration for known or unforeseen reasons, including but not limited to the availability of newer and improved technology, new statutes, etc. For this reason owners should be cautious about conveying EVSE equipment with the sale or transfer of their unit.
- J. Due to the saline environment of LOC, the Board reserves the right to have electrical outlets replaced periodically for the purpose of removing corroded EVSE circuitry components.
- K. The EVSE/EV owner is required to reimburse the LOC for any insurance cost increases that the LOC incurs due to the EVSE
- L. Powering one's unit from their EV is prohibited unless specifically granted by the Association Board.

2.3. Temporary Level 1 EVSE:

The following policies apply to Level 1 EVSEs connected to common power:

On temporary basis (renewed annually), a level 1 EVSE is allowed for use in garages using common 120V 15 or 20 Amp power. The LOC reserves the right to revoke approval at any time and for any reason. For example, if more than one owner installs an EVSE on a single 15A/20A circuit and subsequently trips the circuit breaker, the LOC may revoke use of all Level 1 EVSE's in general, or just in that garage.

A fee to cover the cost of the common power used for charging shall be set by the LOC Board and paid by the owner to the association's Property Management Company as defined in this document.

The owner and installation of a level 1 EVSE shall comply with 718.113, and with this document.

2.4. Permanent Level 2 EVSE and Level 1 EVSE

Any owner can install a “permanent” Level 1 or Level 2 EVSE in accordance with 718.113, and in accordance with this document. “Permanent” is defined as and EVSE installation that utilizes owner power per the solution defined herein.

Level 2 charger installations shall be installed at owner expense. The LOC reserves the right to subsidize any installations if it benefits the LOC to do so. The LOC reserves the right to be refunded for any expenses by means of assessing cost recovery fees to owners for their use of common property in support of EVSE installations.

Permanent EVSE installations shall use only the owner power, measured by (after) their meter, and after their unit level breaker located in either their unit or the electrical room.

The owner and installation of a permanent EVSE shall comply with 718.113, and with this document.

All electrical circuitry required for the EVSE shall be certified for continuous use, or for EVSE use.

The EVSE/EV owner is required to assume all liability, and be able to bear all liability, for any damages caused by the EVSE/EV installation and/or operation. Any liability transferred by the owner to the contractor(s) must be proven by a legal contract, and with proof of license and insurance on the part of the Contractor(s).

Owners on a first floor end unit (units x101 or x106), are required to implement a bespoke solution drawing power from inside their unit, via a breaker box **separate from their breaker panel**, to their attached garage bay. They are free to chose any reputable licensed and insured electrician to do so, but must **limit EVSE charging to 45A** (50A Breaker).

3. Procedures

The procedure for installation of permanent Level 1/2 EVSE shall be in accordance with FL statute 717.113, and all governing documents for LOC. In all cases, the following procedures shall be implemented by the owner:

- A. The EV and EVSE system shall be programmed to charge with proper and reasonable safety measures activated. Examples: 1) If cabin heat is not an issue, then the cabin AC system shall be deactivated while charging. 2) If possible, the EV/EVSE system shall send alerts to the owner, and issue an audible alarm, if charging or electrical overheating issues occur.
- B. The EV and EVSE shall be updated to the latest available Software update.
- C. An initial test shall be conducted after the EVSE is plugged into the outlet and into the EV. After 1 and 4 hours, the owner shall verify that the outlet is not overheating.

- D. If an in-line circuit breaker trips during EVSE charging, the owner shall reduce the charging rate (or power usage) until the breaker functions continuously for at least 3 months. The reduction in power usage shall continue even until the EVSE charger cannot be used at all - at which point the owner is required to pursue a new and viable solution in accordance with this document.

3.1. Temporary Level 1 EVSE Procedures

Under the existing temporary approval, it is envisioned that Level 1 chargers are a commercial offering with very simple installation and operation instructions.

After the owner registers the EV and receives Association approval for installing a Level-1 EVSE on a temporary basis:

- A. The owner shall use a licensed electrician to replace the electrical outlet in his garage bay. The electrician shall verify that the new outlet is grounded and provides the necessary conductivity to support 15A or 20A continuous duty at 120V, as defined by the breaker in Panel E (detached garages), or Panel H (attached garages).
- B. After replacing the outlet, the Level 1 EVSE can be installed by plugging it into the new outlet. No extension cords shall be connected to the EVSE.
- C. The owner shall pay the specified monthly fee to the Association's Property management company.

3.2. Permanent Level 2 EVSE and Level 1 EVSE Procedures

This system is installed in an owner's garage bay and requires that adequate breaker-limited and metered power be routed from the owner's condo power grid to the owner's garage bay. By statute 718.113, the owner is required to design and fund a solution, and the LOC is required to provide easement provided that the technical solution meets reasonable criteria required by the LOC. Refer to Florida Statute 718.113 for more information.

Under this type of installation, the following additional procedural requirements are intended to augment, and not conflict with 718.113:

- A. Except for ground level end units, the owner shall use the contractor(s) defined in this document in order to assure that the overarching design solution is enforced. Other licensed and insured contractors may be used, but only if approved by the LOC Association, which will require proof of their understanding the approved design solution.
- B. Owners of ground level end units are required to install a system that connects to the power inside their unit, using a bespoke solution, and using a licensed and insured electrician. Their plan requires ARC and BOD approval before proceeding. All other relevant parts of this document are applicable. See 2.4.
- C. The solution defined in this document provides infrastructural elements to assure that all owners will be able to install EVSE's in a similar manner, and in any order. The three infrastructural elements are named: Electrical Room Easement, Attached Garage Easement,

and Detached Garage Easement. All installations shall abide by these three Infrastructural Easement Designs - which do not include any electrical cabling, circuitry, or outlets.

- D. The solution shall define the required electrical cabling, circuitry, outlets, and any further easement required to route owner power from their metered and post-breaker power to their garage bay EVSE-specific electrical outlet. The solution shall not consume common resources (ex, ducting) except as defined in this document, and shall not block easement, such that future owners are precluded from pursuing an EVSE installation at reasonable cost.
- E. An owner installing an EVSE solution, shall abide by the the plan defined herein, and shall submit their detailed plan to the ARC in accordance with ARC guidelines and forms posted on the Lantana Website. In addition to the ARC forms:
 - (I) the owner shall provide documented proof of the contractor's license and insurance, and the owner's liability insurance, in case of any damages incurred during installation.
 - (II) The owner shall provide a written legal contract between the owner and the contractor(s) that includes the relevant portions of this document as part of the contract. This includes a description of the solution - including a drawing and relevant text.
 - (III) The owner shall verify that the contractor is responsible for all permitting.
- F. Independent of ARC approval for the technical solution, the LOC Board of Directors reserves the right to deny the plan based upon risks to the as-designed, as-declared, operation, or property value, of the Lantana property.
- G. Once written approvals from the BOD via the PM are received, the owner can commence with the solution implementation.
- H. The owner shall be fully liable for any damage to the common property, limited common property, or publicly owned property, including any inconvenience costs due to the damage during the installation.
- I. Once the easement solution has been implemented (item 2.2.B), the Association shall be allowed to inspect and approve the installation. The inspection shall take place before any installed elements are covered, and before the electrical installation. If any installed elements are covered, the Association can require uncovering for the purpose of inspection, at the expense of the owner.
- J. Once the easement inspection (2.2.I.) is complete, the electrical installation can proceed.
- K. Once the electrical installation is completed, the Association shall be notified and allowed to inspect the installation. If approval is denied, the owner must make arrangements to address any deficiencies, and allow re-inspection.

Lantana Oceanfront Condominium

EVSE Installation Solution

The Lantana EVSE Installation Solution is separated into two distinct components: the installation of an Easement Infrastructure, and the installation of EVSE Charging Circuitry that utilizes the Easement Infrastructure.

1. This solution applies to all owner installations except the first level end units (x101 and x106). Owners of x101 and x106 units shall work with a contractor and install a bespoke solution in accordance with relevant portions of the policies and procedures document. The electrical connection shall extend from the power system inside the unit to their garage bay. See 2.4
2. All other owners shall establish a written installation contract with the contractors listed below. Other contractors may be used with written approval from the Association, assuming they demonstrate a full understanding of the design solution, and have submitted a plan that is approved by the Association:

Deltron Electric Florida
Bhaney@deltronelectricFL.com
321-250-5445

Dan Farrington
Space Age Electric
Contact: dgarrington@danbiinc.com, (321)243-0169

3. An installation contract shall contain at least two separate estimates, one for the Easement Solution installation, and one for the EVSE charging circuitry and extension to the garage bay.
4. The Easement solution Estimate shall state whether an easement needs to be installed, or if the required easement is already installed and will be re-used. If the former, it shall have separate sub estimates (as necessary) for the Electrical Room, Detached Garage, or Attached Garage.
5. The Easement solution shall be consistent and compliant to the concept drawings (attached) and as defined in "EVSE Easement Infrastructure Framework" on the Lantana Website. If you cannot access this document contact the Association's Property Management Company. The framework of the solution is:
 - A. Three Easement Infrastructure zones are identified: Electrical Room, Detached Garage, and Attached Garages
 - B. An installation for a detached garage shall comply with the Electrical Room and Detached Garage Easement portions of the framework.
 - C. An installation for an attached garage shall comply with the Electrical Room and Attached Garage Easement portions of the framework.
 - D. In accordance with the Framework Document and it's concept drawings, the Electrical Room Easement Infrastructure shall include:
 - 1) Conduit leading from a unit's electrical room breaker to a tray conduit that shall be installed above the meters. The conduits shall allow for electrical splice connections to a unit's

breaker, without blocking or precluding any subsequent installations that occur at a later date.

- 2) A Tray Conduit leading from the top of the meters to the lobby garden wall of the electrical room, no more than 1 foot above the floor (in order to minimize the visibility conduits from the lobby garden) . The tray design shall allow for up to 22 EVSE wiring circuits to be installed at different times, without blocking or precluding subsequent installations.
- E. In accordance with the Framework Document and it's concept drawings, the Detached Garage Easement Infrastructure shall include:
- 1) Hole(s) from the Electrical Room Tray through the wall toward the Lobby Garden with room for 22 EVSE wiring circuits in total.
 - 2) A lockable breakout box mounted on the exterior wall in the Lobby Garden, that can house up to 22 separate continuous duty 50A breakers.
 - 3) 8 1-1/2 in conduits running underneath the driveway surface (at a depth defined by code) that will not damage or interfere with any other items (pipes, wires, etc) that already exist under the driveways. Each conduit will allow for up to 2 EVSE wiring circuits, to be pulled individually. at different times, and accommodate larger gauge wiring for garages that are more distant from the electrical room.
 - 4) A breakout box inside the detached garage (that contains Panel E) that is capable of supporting 8 conduits from the Electrical Room and up to 16 individual conduits leading to each garage bay. A core drill shall drill be used inside the garage to the trench below the driveway surface area; allowing connection to the conduits in 3).
- F. In accordance with the Framework Document and it's concept drawings, the Attached Garage Easement Infrastructure shall include:
- 1) If the infrastructure in 5.E. exists, then it shall be used. A 1-1/2 inch conduit shall be routed from the lockable breakout box beneath the terrain to either the North or South Attached garage. It's installation shall not preclude a second such conduit for the other Attached garage. The conduit shall be capable of supporting 3 separate EVSE circuits pulled separately. A breakout box inside the attached garage shall be installed that supports up to 3 separate conduits for 3 separate EVSE circuits.
 - 2) If the infrastructure in 5.E does not exist, then:
 - a. A separate breakout box shall be mounted within the electrical room that can house a continuous duty 50A breaker. It shall not be mounted in a location that interferes with 5.E.
 - b. A hole from the Electrical Room, near the floor to lobby garden, or the catwalk garden.
 - c. L-Boxes and Sub-terrainian Conduit from the Electrical Room to the relevant (N or S) attached garage. The boxes and conduit shall support up to 3 EVSE wiring circuits that can be pulled at different times. The conduit shall not interfere with 5.E.
 - d. A break out box inside the attached garage from which up to 3 individual conduits can be routed to specific garage bays at different times without blocking or precluding subsequent installations.
 - e. For a specific installation, it is acceptable that the infrastructure for only one garage (north or south) be installed, and the other deferred until an owner in that garage executes an installation contract.
- G. The first easement installations for each building may receive refundable subsidy funding from, and at the discretion of, the Association. This funding allows the Association to assure compliance with the Framework, but without incurring liability for the owner's installation. The subsidy provided applies to the Electrical Room Easement Installation and the Detached Garage Easement Installation (pertaining to the cross-over traveling under the driveway).

There is currently no subsidy for the attached garage easements, under the assumption that is it much more simple.

- H. Once the infrastructure easements are installed for a given building, subsequent installations for that building are required to use them. **Installations cannot use an empty easement conduit if there is a partially filled conduit available.** The Association reserves the right to charge an Infrastructure fee to the owners of EVSE installations in order to Refund expenses of the Association. The infrastructure fee for detached garage infrastructure $\$X/16 \times 2 = \$X/8$, where $\$X$ is the cost to install the infrastructure for a given detached garage. The infrastructure fee for the Electrical Room will be $(\$Y/22) \times 2 = \$Y/11$ (16 detached + 6 attached garage bays), where $\$Y$ is the cost to install the infrastructure for the Electrical Room of a given building. Any fees collected that exceed the subsidy cost shall be allocated to the reserve fund for maintenance of the overall EVSE infrastructure. If an installation requires the use of two subsidized infrastructures (ex. Electrical Room and Detached Garage), then owners will be charged infrastructure fees for both.
6. The EVSE Circuitry Installation estimate shall contain the following elements:
 - A. The cost (entirely borne by the installer) for all work associated with connecting a functioning EVSE to the unit's power in the Electrical Room.
 - B. A description of how the EVSE circuit will attached to the unit's Electrical Room Breaker.
 - C. A description of how the EVSE wiring will be pulled from the Electrical Room to the relevant garage (detached, attached north, or attached south). **Note, an unused easement conduit cannot be used if a partially filled conduit is available.**
 - D. A description of how the circuit will be extended via additional conduit from the garage break out box to the relevant garage bay. This must be described in a way that addresses the policies and procedures, specifically to avoid blocking or precluding subsequent installations.
 - E. A description of the boxes and circuitry located in the garage bay. In many cases, the EVSE is directly wired to the power cables via a breakout box. This must include at least a shut-off mechanism. The location of any boxes shall not cause other owners in the garage a right of passage problem, including but not limited to, when the EVSE is in use.
 - F. A description of the current and power capacity limits (if any) and how they impact the charge settings of the EVSE. **It is assumed that Level-2 EVSE charging will be limited to 45A at 208V.**
 - G. License and insurance information for the contractor shall be included in the estimate.
 - H. A statement confirming that only copper wiring (in accordance with code) shall be used.
 - I. A statement of compliance with all codes, regulations and relevant EVSE specifications shall be included.
 - J. A statement that subsequent installations shall not be blocked or precluded for any reason, including but not limited to increased work-around costs .
 - K. The quote shall include any permits and inspections required by code.

Lantana Oceanfront Condominium EV/EVSE Registration Form

Date (mm/dd/yyyy): _____

Owner Name: _____

Unit Number: _____ **Garage Bay Number:** _____

EV Year, Make & Model: _____

EVSE Charging Level: Level-1: Level-2: None: Other: _____

I will not be installing EVSE charging.

I request temporary Level-1 Charging approval (0 or low cost installation + \$20/month)

I request permanent Level-1 Charging approval (requires costly installation)

I request permanent Level-2 Charging approval (requires costly installation)

EVSE Make & Model: _____

Compliance Statements:

I agree to not install/use a charging system until I receive written approval from the BOD.

I will comply with EV and EVSE policy and procedures document (on the Lantana Website)

I have read and understand the EVSE Solution document (on the Lantana Website)

Per FI 718.313(8)(h)4, while EVSE is installed and being used to charge the EV, I agree to maintain liability/hazard insurance for at least \$1M and name the Association as "additionally insured" within said policy, and to supply proof to the Association.

I will notify the Association within 7 days if any information on this form changes.

Owner 1 Name: _____

Owner 1 Signature: _____

Owner 2 Name: _____

Owner 2 Signature: _____

Approval (Association President) Signature/Date: _____

Infrastructure Solution Drawing

Drawing below describes the approved easement infrastructure solution. All installations (other than ground level end units) shall adhere to the concept below. Three elements of infrastructure easement are defined: 1) Electrical Room, 2) Detached Garage and 3) Attached Garage.

Installations in detached garages must have detailed estimates and plans for 1) and 2). Installations in attached garages must have detailed estimates for 1) and 3).

This plan is the only easement plan approved by the BOD, as it supports for independent installations by individual owners at any time, whilst not precluding future installations due to easement conflicts.



