

Commercial EV Charging Incentive Program - Requirements and Terms and Conditions

1. CONDITION OF REBATE: The Commercial Charging Station Incentive Program (“Program”) offer to customer is subject to available funding and the terms and conditions contained herein. Customer’s acceptance of the rebate payment (“Rebate”) from the City of Pasadena Water and Power Department (“PWP”) shall constitute the customer’s acceptance of these terms and conditions and consideration by both parties to form a binding agreement. No changes to the terms and conditions or the Program, shall be binding unless agreed to in writing by the City.

2. PURPOSE: The purpose of the Program is to provide an incentive to non-residential (commercial, nonprofit, multi-unit dwelling (“MUD”), etc.) electric customers (“Customer”) located within the PWP electric service territory, in the form of a Rebate, to install, operate, and maintain public access to electric vehicle (“EV”) charging stations within the City of Pasadena. Note that all EV infrastructure for this program will be served by PWP commercial rate schedules and metering.

3. REBATE: The Rebate is for the reimbursement of actual expenses incurred for networked charging station equipment and installation costs, less any other rebates or grants received, or expected to be received, from third-parties or agencies for the same EV charging station. The Rebate shall be for actual expenses, as documented with receipts submitted with the Commercial Charging Station Incentive Program Agreement (“Agreement”), less other rebates and/or credits expected or received for the same EV charging station.

The following rebate amounts are effective for qualifying EV charging stations installed on or after August 1, 2018.

EV charging stations meeting all applicable requirements described herein are eligible for rebates up to \$3,000 per EV charging port.

Rebate amounts not to exceed a total of \$6,000 per charging port are available to:

- Any DC Fast Charger equipped with SAE Combo (CCS), Tesla, or an equivalent that is approved by PWP.
- Charging stations accessible to students and patrons of schools recognized by the Los Angeles County Department of Education or the Western Association of Schools and Colleges;
- Charging stations installed at eligible income-qualified housing projects as defined by the City of Pasadena Housing Department;

- Charging stations located in Disadvantaged Communities (“DAC”) as defined by the California Communities Environmental Health Screening Tool (CalEnviroScreen 3.0).

Customer is eligible to receive EV charging rebates in a maximum of \$75,000 per site/address served by a PWP account. In no case shall the rebate exceed the cost of equipment and installation.

The following rebate options are available for EV charging equipment that does not meet all of the applicable requirements set forth in Section 7:

- Level 2 EV charging stations not capable of meeting the performance and data requirements listed in Section 7 of these Terms and Conditions shall be eligible for a rebate of \$1,500 per charging port, with a maximum of \$15,000 per account/address, regardless of intended use.
- Level 1 (120V outlet) dedicated EV charging stations are eligible for a rebate not to exceed \$200 per new outlet, with a maximum of \$10,000 per account/address for workplace or MUD charging. Signage indicating “EV Preferred” must be posted on all parking spaces with charging stations.

4. REBATE PROGRAM SUBJECT TO MODIFICATION OR TERMINATION:

Commercial Charging Station Incentive Program (“Program”) funds are limited and Rebates are not guaranteed. The Program may be modified or terminated by PWP without prior notice at any time.

5. REBATE PROGRAM AGREEMENT: An Agreement and all required documents shall be submitted by the Customer to PWP within 180 days from completion of the charger installation (Inspection Sign-off Date). Incomplete Agreements, including but not limited to, missing documentation or those that do not meet the Program criteria will not be considered for the Rebate. It is the Customer’s responsibility to manage the installation contractor(s) and ensure that the EV charging station(s) are completed and properly installed in a timely manner and all documents are provided to PWP for final processing of the Rebate.

6. CUSTOMER AND CHARGING STATION ELIGIBILITY: Only active PWP electric customers with accounts that are in good standing, and are served under the Small, Med, or Large Commercial service ([PMC 13.04.050 – 13.04.070](#)) are eligible for commercial incentives under the Program. Only EV charging stations that a) comply with the Program purpose, as referenced in Paragraph 2 above and b) are installed on or after 08/01/2018 will be eligible to receive a Rebate. In the event that an electric charging project exceeds the number of chargers eligible for a commercial rebate, PWP reserves the right to choose the stations that have a primary accessible path of travel and shall include:

1. A primary entrance to the building or facility,
2. Toilet and bathing facilities serving the area,
3. Drinking fountains serving the area,
4. Public telephones serving the area, and
5. Signs.

7. CHARGING EQUIPMENT: All EV charging equipment must be a networked charging station and be UL listed (certified by UL LLC) or ETL lab. EV charging units shall not qualify for a Program Rebate if they are leased, rebuilt, rented, received from warranty insurance claims, won as a prize, replacement of existing units or contain new parts installed in existing units.

Level 2 EV charging units must operate at 240V or 208V, utilize the standard J1772 charging port, and be capable of delivering at least 6kW charging capacity. Integrated dual and multi-port chargers are eligible for one rebate per port capable of operating simultaneously at the minimum 6kW capacity.

Level 2 EV charging shall be network-connected and capable of reporting energy usage data to PWP on request.

DCFC must operate at 480V, 50 kilowatts minimum output, and be equipped with a minimum of 2 charging ports: SAE Combo, the CHAdeMO, Tesla, or an approved equivalent as determined by PWP to be eligible for the Program Rebate.

8. POWER RESPONSIBILITY: Customer shall purchase all power required to operate the EV charging station from PWP under published tariffs.

9. CUSTOMER RESPONSIBLE FOR CONTRACTOR: It shall be the Customer's sole responsibility to hire a contractor that is licensed and in good standing with the State of California. Customer is also responsible for ensuring that contractor performance and all requirements hereunder are satisfied. PWP does not endorse or preapprove any vendor or contractor, therefore, any such representations are false.

10. INSPECTION: In addition to any inspections required pursuant to any City building permits, PWP has the right to conduct an on-site inspection to verify that all conditions of the Program are satisfied prior to processing the Rebate. Customer agrees to provide PWP staff reasonable access to the installation location/site during normal business hours.

11. RULES AND LAWS GOVERNING AGREEMENT AND INTERPRETATION: This Agreement shall be administered and interpreted under the laws of the State of California and subject to the City's Electric Rates, Rules and Regulations.

12. PAYMENT: The Rebate will be awarded only upon receipt of all items listed on the Agreement and satisfactory inspection of the installation by PWP staff.

13. HOLD HARMLESS AND INDEMNIFICATION: Upon acceptance of the Rebate, Customer hereby agrees to indemnify, defend, and hold harmless the City of Pasadena (including its elected and appointed officials, officers, and employees) for and from any and all claims or actions of any kind presented against PWP arising out of Customer's (including Customer's employees, representatives, agents, contractors, and sub-contractors) performance under this Agreement, excepting only such claims, costs, or liability which may arise out of the sole negligence of PWP. Further, PWP makes no warranty and is not responsible for any representations, whether expressed or implied, including, but not limited to, the warranty of merchantability, fitness, performance, and longevity for any particular purpose, use, or application of the item(s) or measure(s), manufacturers, dealers, contractors, or any other third parties, materials, workmanship, the quality, safety and/or installation of the item(s) or measure(s), effects on pollutants or any other matter with respect to the Program. Moreover, PWP shall not be responsible for workmanship including, but not limited to, quality of EV equipment installation or the installer's failure to comply with applicable laws and/or safety standards.

14. PERMITS: A City building permit from the City of Pasadena's Building and Safety Division is required for the installation of charging stations. Customer is solely responsible to pay any contractors or sub-contractors for the construction of the EV charging stations. If Customer does not comply with any term or condition under the Agreement for a period of five (5) years from the date of the EV charging station installation, then the Rebate, in the sole discretion of PWP, is subject to a pro-rata refund by Customer based on the number of years the EV charging station was in service.

Customer shall obtain and comply with all permits required by the City of Pasadena, County of Los Angeles, State of California, property owner, and/or homeowner association requirements regarding local conditions, restrictions, codes, rules, and regulations for, among other things, the installation of the EV charging equipment, parking space striping, and signage. Customer shall obtain such permits prior to installing the EV charging station equipment. The City building permit final and signed date must be on or before the Rebate is requested.

15. MAINTENANCE: Customer agrees to maintain including, but not limited to, repair and maintenance of the EV charging station equipment to ensure it is in proper working condition. Maintenance includes cleaning EV charging station connectors, testing the charging voltage level, testing communication system functionality, and related minor work, as reasonably determined by PWP, to preserve the unimpaired function of the EV charging station. Customer is responsible, at his/her/its sole cost and expense, for all actions related to the repair and replacement the EV charging station, including making arrangements for manufacturer warranty service. Customer agrees that the facilities in which the EV charging station is located will be clean and in good repair.

16. ENVIRONMENTAL ATTRIBUTES AND BENEFITS: In consideration of Customer's receipt of the Rebate, Customer hereby assigns, transfers, and conveys to PWP,

without limitation, any and all environmental attributes and/or benefits associated with or attributable to the EV charging station, energy usage, and/or energy usage data, including, but not limited to, the associated California Low Carbon Fuel Standard Credits (“LCFS”) or successor credits.

17. ENERGY USAGE DATA: As a condition of the Rebate, Customer is required to provide or provide access to monthly energy usage of all charging stations. Customer acknowledges that PWP shall, in its sole discretion, have the right to utilize the energy usage data of the EV charging station for any and all purposes, including but not limited to obtaining LCFS or other environmental attributes and benefits, improving services, conducting studies, and improving City operations. Customer hereby acknowledges and authorizes PWP to use and provide such data to third parties for research and grant purposes and/or as required by law.

18. DEMAND RESPONSE: As a condition of the Rebate, Customer may be required to participate in PWP’s future demand response program for the life of the installation in the event the utility needs to curtail that load during power emergencies.