



## Commercial EV Charger Incentive Program: Application Form

### VPU CUSTOMER INFORMATION

Name Listed on VPU Account:	Company/Customer Name:	VPU Account Number:
VPU Service Address:	Phone Number:	Email Address:
Business Type:	Number of Parking spaces On Site:	Federal Tax ID:

### CONTRACTOR/VENDOR INFORMATION

Company Name:	Company Representative:	License Number:
Company Address:	Representative Phone Number:	Representative Email Address:

### EV CHARGER DETAILS

Number of EV Chargers	Number of Dispensers per EV Charger:	EV Charger (Make and Model):
EV Charger Cost:	Installation Cost:	Total Project Cost:
Describe the specific location in which you plan to install the EV Chargers:		
Will the EV Chargers be accessible to the public? Yes No		
Is a copy of the City's Building permit for this installation attached? Yes No		
Additional Information:		

### CUSTOMER INCENTIVE (VPU Staff Only)

Incentive Requested Amount:	Do bonus incentives apply? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Incentive Reserved Amount:	DAC/LI (Yes/No)	Reservation Expiration Date:
VPU Approval Signature:	VPU Approval Name / Title	
Date	CEVSE Application Number / Funding Source	

### CUSTOMER SIGNATURE

I certify that I am authorized to sign the Commercial EV Charger Application Form on behalf of customer listed above. I certify that the information on this form is true and correct. I understand and agree to the attached Commercial EV Charger Incentive Program Terms and Conditions. I will allow VPU, at its discretion, to conduct an on-site inspection to verify the above information. In consideration for receiving rebates under the Program, customers participating in the Program agree to assign all of their rights, titles, and interests under the Low Carbon Fuel Standard Program (pursuant to California Assembly Bill 32), or any similar replacement program, to VPU as the fuel provider for the EV charging stations rebated under the Program. Participating customers authorize VPU to generate and retain ownership in any and all Low Carbon Fuel Standard credits in connection with such EV charging stations.

Customer Signature	Print Name
Date	Title



## Commercial EV Charger Incentive Program: Terms and Conditions

- 1. REBATE CONDITIONS:** The Commercial EV Charger Incentive Program (“Program”) is subject to available funding and the terms and conditions contained herein. Customer’s acceptance of the rebate payment (“Rebate”) from the City of Vernon, Public Utilities Department (“VPU”) 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 of Vernon (“City”).
- 2. PROGRAM PURPOSE:** The purpose of the Program is to provide a rebate to offset costs for commercial electric customers (“Customer”), located within the VPU electric service territory, to purchase and install electric vehicle (“EV”) charging stations on eligible Customer premises. EV charging station(s) rebated through this Program shall purchase all power required to operate the equipment from VPU, under published commercial electric rate schedules.
- 3. REBATE DETAILS:** The Rebate is for the reimbursement of actual expenses incurred (“Net Cost”) for the purchase of networked charging station equipment, qualifying back office networking fees, 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 not exceed the Net Cost paid by the Customer, as documented with receipts, and submitted with the Commercial EV Charger Incentive Program Agreement (“Agreement”).
  - **Level 2 EV charging stations** that meet all applicable requirements below are eligible for rebates of **up to \$3,000 per EV charging port**.
    - Operates at 240V or 208V, utilize a J1772 charging port, be capable of delivering **at least 6.2 kW power output**.
    - Integrated dual/multi-port units are eligible for one rebate per port, capable of simultaneously delivering at least 6.2 kW power output.
  - **Tier 1, Direct Current Fast Chargers (“DCFC”)** that meet all applicable requirements below are eligible for rebates of **up to \$4,000 per EV charging port**.
    - Operates at 480V, **24-49 kW minimum power output**, utilize a SAE Combo (CCS), NACS charging port or equivalent approved by VPU.
    - Integrated dual/multi-port units are eligible for one rebate per port, capable of simultaneously delivering 24-49 kW power output.
  - **Tier 2, Level 3 DCFC** that meet all applicable requirements below are eligible for rebates of **up to \$6,000 per EV charging port**.
    - Operates at 480V, **50-149 kW minimum power output**, utilize a SAE Combo (CCS), NACS charging port or equivalent approved by VPU.
    - Integrated dual/multi-port units are eligible for one rebate per port, capable of simultaneously delivering 50-149 kW power output.

- **Tier 3, Level 3 DCFC** that meet all applicable requirements below are eligible for rebates of **up to \$7,500 per EV charging port**.
  - Operates at 480V, **150 kW minimum power output**, utilize a SAE Combo (CCS), NACS charging port or equivalent approved by VPU.
  - Integrated dual/multi-port units are eligible for one rebate per port, capable of simultaneously delivering at least 150 kW power output.
- Customer is eligible to receive a **maximum rebate of \$100,000 per Premises**, which is defined as an integrated land area operated under the same management, for the same purpose. A single Premises may consist of multiple lots, properties and/or several businesses. All eligible EV charging station(s) must be deployed at a Premises taking service from a VPU commercial (non-domestic) electric rate schedule.
- **To qualify for a rebate under the Program, all installed EV charging stations shall be “network connected” with back-office features that enables Customer to remotely report energy usage data to VPU on a recurring basis.**
  - Level 2 EV charging stations must maintain the ability to remotely report energy usage data to VPU for a minimum of five (5) years.
  - DCFCs must maintain a network connected service agreement for a minimum of five (5) years, with the ability to enable remote diagnostics, remote start, and remote energy usage data reporting.

**4. PROGRAM SUBJECT TO MODIFICATION OR TERMINATION:** Commercial EV Charger Incentive Program (“Program”) funds are limited, and Rebates are not guaranteed. Program may be modified or terminated by VPU without prior notice.

**5. PROGRAM AGREEMENT:** An Agreement and all required documents shall be submitted by the Customer to VPU within 180 days from the “Final” Building Inspection Sign-off Date, which indicates the completion of the charger installation. 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. The responsibility falls on the customer to manage the installation contractor(s), ensure that the EV charging stations(s) are properly installed, and all documents provided to VPU are complete.

**6. CUSTOMER AND CHARGING STATION ELIGIBILITY:** Only active VPU electric customers with accounts that are in good standing and are served under the commercial (non-domestic) electric services are eligible for incentives under the Program. If a project exceeds the number of EV charging stations eligible for a commercial rebate, VPU reserves the right to choose the EV charging stations that have a primary accessible path of travel, which includes a primary entrance to the facility and proper signage. **Qualifying charging stations must be permanently installed (wall/pole/pedestal-mounted) to the eligible premises by a licensed electrical contractor.**

**7. CHARGING EQUIPMENT:** To qualify for incentives through this Program, all EV charging equipment must be networked and certified through a Nationally Recognized

Testing Laboratory (“NRTL”), such as UL or ETL. EV charging station shall not qualify for a Program Rebate if the unit is leased, rebuilt, rented, received from warranty insurance claims, or won as a prize. Replacement units are also not eligible for a rebate under the Program, installation of each qualifying EV charging station must be incremental to existing units on the VPU Customer’s premises.

- 8. CUSTOMER RESPONSIBILITY:** 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. VPU does not endorse or pre-approve any vendor or contractor, therefore, any such representations are false.

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 VPU, 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 necessary 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.

- 9. INSPECTION:** In addition to any City inspections required pursuant to building permits, VPU 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 VPU staff reasonable access to the installation location/site during normal business hours.

**10. RULES AND LAWS GOVERNING AGREEMENT AND INTERPRETATION:**

The Agreement shall be administered and interpreted under the laws of the State of California and subject to the City of Vernon’s Electric Rates, Rules, and Regulations.

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

- 12. HOLD HARMLESS AND INDEMNIFICATION:** Upon acceptance of the Rebate, Customer hereby agrees to indemnify, defend, and hold harmless the City of Vernon (including its elected and appointed officials, officers, and employees) for and from any and all claims or actions of any kind presented against VPU 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 VPU. Further, VPU 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, VPU 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.

**13. PERMITS:** A building permit from the City of Vernon's Building Division is required for the installation of charging stations. Customer is solely responsible for the payment of 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 VPU, 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 Vernon, 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 of Vernon's building permit with a final and signed date must be on or before the Rebate is requested.

**14. ENVIRONMENTAL ATTRIBUTES AND BENEFITS:** In consideration of Customer's receipt of the Rebate, Customer hereby assigns, transfers, and conveys to VPU, 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 Low Carbon Fuel Standard Credits ("LCFS") or successor credits administered by the California Air Resources Board ("CARB").

**15. ENERGY USAGE DATA:** As a condition of the Rebate, Customer is required to provide or provide access to monthly energy usage of all EV charging stations. Customer acknowledges that VPU 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 CARB LCFS or other environmental attributes and benefits, improving services, conducting studies, and improving City operations. Customer hereby acknowledges and authorizes VPU to use and provide such data to third parties for research and grant purposes and/or as required by law.

**16. DEMAND RESPONSE:** As a condition of the Rebate, VPU may request the Customer to enroll the EV charging station(s) in VPU demand response program(s), in the event the utility needs to curtail electrical load during power emergencies.