

# PECO Level 2 Commercial Electric Vehicle Charging Pilot Program Handbook

Updated March 2, 2023

The program has been fully subscribed. Future applications will be added to a waitlist and will be notified if funding becomes available.

An EVsmart Initiative Funded by PECO

Administered by the Center for Sustainable Energy



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## Chapter 1 - Program Overview

PECO is working together with our customers and communities on many clean energy efforts as part of our Path to Clean. As vehicle emissions present one of the most significant air quality challenges for Pennsylvania, this PECO Level 2 Commercial Electric Vehicle (EV) Charging Pilot program expands PECO’s suite of [EVsmart offerings](#) that support the use of cleaner EVs by incentivizing the installation of electric vehicle supply equipment (EVSE), also known as EV chargers.

The program provides rebates for make-ready costs associated with the installation of new qualifying Level 2 EV chargers at sites with non-residential PECO electric service. EVSE must be networked to provide two years of charging data to PECO after installation.

The base rebate amount is calculated as the lesser of \$2,000 per charging port or 50 percent of eligible make-ready costs. For projects located in Environmental Justice Areas, we offer an enhanced rebate calculated as the lesser of \$3,000 per Charging Port or 75 percent of make-ready costs. Rebates are limited to 20 charging ports per PECO Customer. All affiliates under common ownership or control are considered to be a single Customer.

### PECO Level 2 Commercial Electric Vehicle (EV) Charging Pilot Program Rebates

<b>Rebates Available (Up to 20 per PECO non-residential account)</b>	<b>Amount per Port (Applicable to Make-Ready Costs Only)</b>
Base Rebate - Projects within PECO electric service territory	Lesser of \$2,000 per charging port or 50% of make-ready costs
Enhanced Rebate – Projects also within an Environmental Justice Area	Lesser of \$3,000 per charging port or 75% of make-ready costs

Program launch is on April 1, 2022, with rebates awarded on a first-come, first-served basis. Projects are required to be completed within 270 days of rebate reservation award. The program has an annual rebate budget of \$250,000 in 2022 and 2023. The Center for Sustainable Energy (CSE) will administer the program.

Governmental incentives such as those offered by the Pennsylvania Department of Environmental Protection (DEP) through their [Driving PA Forward](#) and [Alternative Fuel Incentive Grant](#) programs can be combined with this rebate as long as all incentives do not exceed the total project costs.

## Chapter 2 - Application Process & Assistance

In this section, the rebate application process is listed in three steps. There is also contact information provided for any application questions.

- **Step 1:** Submit Rebate Reservation Request application prior to breaking ground on the site or incurring costs for make-ready work on the project.
- **Step 2:** Receive notification that rebate funds have been reserved for your application and then complete project.
- **Step 3:** Submit Rebate Redemption form no more than 270 days after notification of rebate funds reserved.

### *Step 1: Submit Rebate Reservation Request Application*

Starting on April 1, 2022, interested applicants will be able to submit a reservation request for rebate funds at the following link:

#### [Rebate Reservation Request](#)

Applicants should have the following documents and information available to complete the online form:

- A recent PECO bill for the project site OR the PECO customer name, account number, and service address of the project site.
- Preliminary project details (e.g., number of charging stations/ports you plan to install, planned charger model, planned network provider, cost estimates, and planned installation date).

Applicants should submit their applications before incurring make ready costs and within 270 days of completion. Make ready costs incurred before receiving notification of rebate reservation will not be eligible costs. The rebate reservation period is 270 days, so interested applicants should not submit a reservation request more than 270 days prior to their expected EVSE energization date.

Reservation requests will be reviewed by CSE staff in the order they were received, and funding will be reserved on a first-come, first served basis. If PECO or CSE requires additional information to determine an application's eligibility, the applicant will receive an email requesting the information. If the information is not received by the deadline in the email, the application will not be determined as eligible and will be cancelled. Applicants can reapply and their new application will be processed in the order it was received.

Final calculated rebate amounts cannot be larger than the amount confirmed in the rebate reservation confirmation even if additional charging ports were installed. Once a rebate funds have been reserved for an application, the applicant may request to decrease but may not increase the reserved rebate funding amount. If an applicant wishes to increase their rebate amount, they will need to reapply and cancel the previous application.

If an application is determined as ineligible, it will be cancelled, and the applicant will be sent an email notification.

### *Step 2: Receive Notification of Reservation & Complete Project*

If the reservation request meets program eligibility requirements, and rebate funding is available, funds will be reserved for the application and CSE will send a notification of the rebate reservation via email.

**The full EVSE installation must be energized, and the Rebate Redemption form submitted, within 270 days of reservation award.** CSE will send email reminders to applicants at 90, 60, and 30 days prior to project deadline.

### *Step 3: Submit Rebate Redemption Form*

Once the project is energized and initial charging data is available to export, please submit a Rebate Redemption form at the following link:

#### [Rebate Redemption Form](#)

Applicants should have the following documents available to complete the online form:

- Completed [Cost Submission Template](#)
- Completed [Equipment Details Template](#)
- Proof of total project costs and make-ready costs (e.g., invoices)
- Photo(s) of the EV charger installation site showing all the chargers installed as part of the project
- IRS Form W-9 (if incentive recipient is not a corporation or government entity)
- [Rebate Recipient Template](#) (if rebate is to be paid to someone other than the PECO Customer)

If a Rebate Redemption form is not received within 270 days of notification of the reservation award, the award may be cancelled, and the rebate funds will be released back into the pool for other applications.

All required documentation must be provided, and your Network Service Provider must successfully transfer all required data from each Charging Port to confirm the project's eligibility for the rebate. CSE will review and verify all submitted information and data transfer(s).

If PECO or CSE requires additional information or updated documents, the applicant will receive an email requesting the information with a deadline. If the information is not received by the deadline in the email, the application may be cancelled, and funds will be released back into the funding pool for other applications. Applicants are encouraged to communicate progress with CSE as CSE has the discretion to grant additional time to the applicant to provide the required updated information and/or documents. Once the applicant provides all information and documents required to demonstrate compliance with program requirements, CSE will approve the application and will provide an email notification of the final rebate amount. Once approved, a rebate check will be mailed to the mailing address provided on the rebate redemption form, generally within 60 days.

### *Application Assistance*

Applicants needing assistance on their application can email [PECOEV@energycenter.org](mailto:PECOEV@energycenter.org) or call 484-816-8882. Normal hours of operation for assistance are Monday to Friday from 11:00 AM to 7:00 PM Eastern.

## Chapter 3 - Applicant Eligibility and Responsibilities

### *Applicant Eligibility*

To receive a rebate, an applicant must be a commercial, industrial, or governmental PECO customer that receives electric service to the Project site under PECO Rate GS (General Service), Rate HT (High Tension Power), or Rate PD (Primary Distribution Power), regardless of the retail electric supplier.

Design, engineering, utility service request, equipment, and permitting costs can be incurred before the date funds are reserved for the application. Installation costs, including make ready costs, and networking costs cannot be incurred before the date funds are reserved for the application or the application will be determined as ineligible.

Applicants are not eligible to receive funds for installations that have broken ground or been completed at the time of the reservation request submission. If CSE determines, even after reserving rebate funds for an application, that the project had already broken ground or had been completed before the rebate was reserved, the application will be determined as ineligible and will be cancelled. An application would be determined as having started before the rebate reserved date and ineligible if, but not limited to, any of the following were found to be true:

- Networking data indicates that a charger on the application was operating before the date funds were reserved.
- Information such as on an invoice indicates that the project broke ground or did installation work before the date funds were reserved.

### *Applicant Responsibilities*

The applicant is responsible for ensuring the completeness and accuracy of the information on all rebate applications and that all required documentation is submitted. Applicants are responsible for meeting all program requirements.

To reserve rebate funds for a project, applicants must:

1. For any project that will increase electrical load on an existing PECO service, including the installation of Level 2 EV chargers, submit a [Service & Meter application](#) to PECO so that PECO can determine whether an upgrade to the site's electrical service will be required. If you are a managed account and have additional questions, please contact your PECO Account Manager.
2. If new PECO service will be required for this location, you (or your contractor) must submit a [Service and Meter application](#) to PECO for the site and request a pending account number from PECO to use when submitting a reservation request.

3. If submitting a Service & Meter application, please use the Customer Comments section to identify the number of charging stations and the kilowatts per station.
4. Complete the [Rebate Reservation Request](#), including all required information.
5. Select a Participating Network Provider **OR** provide the name and URL of your network service provider, and we'll engage with them to review their eligibility and willingness to participate in the program.
  - a. To be eligible for a rebate, you must have a Participating Network Provider when you submit the Redemption Request.
  - b. Please refer to Chapter 5 for more information on network provider eligibility requirements.
6. Select the Make/Model of the eligible charger(s) that is/are planned for installation. Please refer to Chapter 5 for more information on EV charger eligibility requirements.
7. Agree to program Terms and Conditions and submit the reservation request no more than 270 days prior to the estimated completion date for the project. Please refer to Attachment 1 for the full Terms and Conditions.

To receive rebate payment, applicants must:

1. Energize the EVSE project and submit the Rebate Redemption form, including all required information and documentation, within 270 days from date of notification of the reservation award.
2. Identify the Participating Network Provider that will share charging data with PECO for a period of 24 months (2 years) after the first month of operation of the project location charger(s) and execute any data release agreement required by your chosen Network Provider.
3. Your Participating Network Provider must successfully transmit data from chargers to CSE.
4. Use the Equipment Details Template to identify the eligible chargers that you have installed.
5. Provide documentation of the full project costs (Make-Ready Costs plus all other project costs such as charger equipment, network fees, etc.) broken out by category and amount on the Cost Submission Template with supporting invoices.

Applicants are responsible for ensuring that the contact information for all parties listed on the application remains current throughout the life of the application through 180 days after the final rebate check is sent or the application is cancelled. PECO and CSE are not responsible for ensuring the email addresses provided by the applicant are deliverable. Applicants can update contact information for any party involved on the application by contacting customer support at [PECOEV@energycenter.org](mailto:PECOEV@energycenter.org) or 484-816-8882.

## Chapter 4 - Eligible Costs

Applicants must have an approved rebate reservation request before breaking ground for any costs to be eligible.

### *Eligible Costs: Make-Ready Costs*

Make-ready costs incurred after the rebate reservation date are eligible costs. All make-ready costs must be incurred after the rebate reservation date for *any* costs to be deemed eligible. Make-ready work is specific to the work necessary to ensure a safe electrical connection from the PECO meter to the Project Site EVSE. Make-ready costs may include labor and material costs and include the following:

- Customer-side electric service upgrades
- Electric service panels
- Electrical cabinets
- Junction boxes
- Conduit
- Conductor
- Transformer and transformer pad
- Trenching and repaving
- Connecting EV charger to electrical service

All make-ready costs on a project site are considered eligible if incurred after the rebate reservation date, regardless of the number of charging ports installed compared to the number of charging ports applied for. For example, an application applied for six charging ports and received a rebate reservation for \$12,000. The site later chose to install eight charging ports. Make-ready costs for all eight charging ports are considered eligible costs but the rebate will still be calculated with a maximum of the reserved amount of six charging ports or \$12,000.

Make-ready work does not include purchasing, installing, networking, or maintaining the chargers themselves or cosmetic, infrastructural, or other work not related to the energization of charging equipment (signage, landscaping, lot striping, etc.).



### *Total Project Costs*

Applicants must report total project costs including eligible make-ready costs, ineligible other project costs, and other rebates or incentives that are planned to be received or have been received for the project. Total rebates or incentives from all programs cannot exceed total project costs.

Total project costs include all expenditures that are necessary for, and directly connected to, the acquisition, installation, operation, and maintenance of the Project Site EVSE, including labor and material costs. Total project costs include but are not limited to make-ready costs and the following ineligible costs:

- EV charger purchase and shipping cost
- EV charger installation costs
- Project design costs
- Local permit costs
- PECO charges for Electric service upgrades
- Networking charges (maximum of 3 years, if paid in advance prior to rebate redemption)
- EV charger maintenance contracts (maximum of 3 years, if paid in advance prior to rebate redemption)
- Signage for public access projects
- Lighting for public access projects
- EV charger leasing costs
- Administrative or project management costs
- Warranties
- Batteries or energy storage equipment (if used primarily for EVSE load management)
- ADA requirements

The following costs will not be considered part of the total project costs.

- Construction or general maintenance of buildings and parking facilities
- Purchase or rental of real estate
- Electric supply costs
- Solar panels and other electric generation equipment
- Purchase, lease, or maintenance of vehicle(s)
- Networking charges (beyond 3 years, or if not paid in advance prior to rebate redemption)
- EV charger maintenance contracts (beyond 3 years, or if not paid in advance prior to rebate redemption)
- Costs for relocation or replacement of existing chargers
- Other non-EV charger related costs such as new building construction, site maintenance, or another site project upgrade

## Chapter 5 - Equipment and Network Provider Eligibility

### *Equipment Eligibility*

To be eligible, an EV charger must be verified by CSE as meeting the following program requirements:

1. Be a Level 2 charger using alternating current at 208 volts or 240 volts with a power output of up to 80 amps (19.2 kilowatts) per charging port
2. Certified by a Nationally Recognized Testing Laboratory to comply with UL 2594
3. Compliant with FCC Part 15 (47 CFR 15)
4. Be capable of sending and receiving communications via wi-fi, cellular network, or other network connection.
5. Be new to the Project Site. Replacement of existing chargers, including capacity and port upgrades, does not qualify. If a project is adding chargers to a site with pre-existing chargers, only the incremental new chargers are eligible for rebates.
6. Be new, resold, or rented. Units that are rebuilt, received from warranty insurance claims, or need new parts installed do not qualify.
7. Be connected to the PECO electric distribution system and receive service from PECO under Rate GS (General Service), Rate HT (High Tension Power), or Rate PD (Primary Distribution Power).
  - a. Residential Home Business accounts are NOT eligible for this rebate.
  - b. Chargers powered exclusively by distributed energy resources are not eligible (e.g., solar canopy chargers that are not grid connected).
8. Meet or exceed state, federal, and local codes and requirements.

Don't see your charger on the Eligible Charger list?

Contact us at [PECOEV@energycenter.org](mailto:PECOEV@energycenter.org) with your charger information and/or select "Other" in your application and include your charger make and model and we'll review your charger's eligibility.

### *Network Provider Eligibility*

All Participating Network Providers must meet the following requirements:

1. Provide networking services for EV charging stations.
2. Have a signed data sharing agreement in place with PECO.
3. Be capable of obtaining and providing the following data using 15-minute intervals, at minimum, from the usage of the EV charging stations:
 

<ul style="list-style-type: none"> <li>▪ EVSE ID</li> <li>▪ Port ID</li> <li>▪ Port Maximum kW</li> <li>▪ Connection Start Date</li> <li>▪ Connection Start Time</li> <li>▪ Connection End Date</li> <li>▪ Connection End Times</li> <li>▪ Charge Session Start Date</li> <li>▪ Charge Session Start Time</li> <li>▪ Charge Session End Date</li> <li>▪ Charge Session End Time</li> <li>▪ Energy Consumed</li> <li>▪ Vehicle Make</li> <li>▪ Vehicle Model</li> <li>▪ Vehicle Year</li> </ul>	<ul style="list-style-type: none"> <li>▪ Interval ID</li> <li>▪ Interval Peak Demand</li> <li>▪ Interval Start Date</li> <li>▪ Interval Start Time</li> <li>▪ Interval End Date</li> <li>▪ Interval End Time</li> <li>▪ Interval Energy Consumed</li> <li>▪ Interval Peak Demand</li> <li>▪ Interval Average Demand</li> <li>▪ Idle Duration</li> <li>▪ Downtime Reason</li> <li>▪ Event Start Date</li> <li>▪ Event Start Time</li> <li>▪ Event End Date</li> <li>▪ Event End Time</li> </ul>
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4. Implement a mechanism to transfer the required data to CSE with a format and frequency that is acceptable to CSE and PECO.

### *Network Provider List*

See Attachment #4 for a list of participating network providers. Don't see your network provider on the list?

Contact us at [PECOEV@energycenter.org](mailto:PECOEV@energycenter.org) with your network provider information and/or select "Other" in your application and include your network provider's name and URL and we'll engage your network provider and review their eligibility and willingness to participate in the program.

## Chapter 6 - Program Definitions

<b>Charging Port</b>	One charging cable and vehicle connector, sometime called a charge coupler. An EVSE may have one or multiple charging ports, depending on the model.
<b>Electric Vehicle Supply Equipment (EVSE)</b>	Commonly called an EV charger, EVSE is the charging equipment that provides electric power to an electric vehicle.
<b>Eligible Charger</b>	A Level 2 Charger that has been verified by CSE to meet the program requirements. See Chapter 5 for more details.
<b>Environmental Justice Area (EJA)</b>	The Pennsylvania Department of Environmental Protection (DEP) defines an EJA as any census tract where 20 percent or more individuals live at or below the federal poverty line, and/or 30 percent or more of the population identifies as a non-white minority, based on data from the U.S. Census Bureau and the federal guidelines for poverty. EJAs are mapped on DEP's <a href="https://dep.pa.gov/EJViewer">EJ Areas Viewer</a> at <a href="https://dep.pa.gov/EJViewer">dep.pa.gov/EJViewer</a> . See Attachment 3 for a guide to using the EJ Area Viewer.
<b>Level 2 Charger</b>	An EVSE using alternating current at 208 volts or 240 volts with a power output of up to 80 amps (19.2 kilowatts) per Charging Port
<b>Make-ready</b>	The electrical infrastructure on the customer side of the meter that is necessary to ensure a safe electrical connection to the Project Site EVSE. See Chapter 5 for more details.
<b>Make-Ready Costs</b>	Labor and materials costs incurred to complete the construction of the Make-Ready electrical infrastructure.
<b>Non-Residential PECO Customer</b>	A PECO account holder receiving electric service from PECO under Rate GS (General Service), Rate HT (High Tension Power), or Rate PD (Primary Distribution Power), regardless of the retail electric supplier. Home businesses receiving electric service under Rate R (Residential Service) or Rate RH (Residential Heating Service) are <b>NOT</b> included in this definition.
<b>Participating Network Provider</b>	A network provider that has been verified by CSE to meet the program requirements. See Chapter 5 for more details.
<b>Qualifying Charging Port</b>	A charging port that is part of an Eligible Charger.

# Attachment #1.

## Terms and Conditions for

### PECO Level 2 Commercial Electric Vehicle Charging Pilot

**Program Rules** for the Level 2 Commercial Electric Vehicle Charging Pilot (the “Pilot”), including but not limited to, eligibility, rebate amounts, rebate limits, the application process, and data requirements are defined in the Level 2 Commercial Electric Vehicle Charging Pilot Program Handbook. Subject to any necessary regulatory approvals, PECO expressly reserves the right to extend, modify (this includes modification of program rebate levels), or terminate this Pilot without prior or further notice to Participants.

**Funds Available:** The effective date of the Level 2 Commercial Electric Vehicle Charging Pilot (the “Pilot”) is April 1, 2022. Applications are processed on a first-come, first-served basis, and rebate is subject to availability of funds. “First-come, first-serve” order is determined by the date and time the Rebate Reservation Request has been submitted and is received into PECO’s system.

**“Project Site”** is the facility at which the Electric Vehicle Supply Equipment (“EVSE”) will be installed and operated.

**“Customer”** is the holder of the PECO electric service account under which the EVSE is connected to the PECO electric distribution grid. For purposes of rebate caps, all persons or legal entities that, directly or indirectly, now or hereafter, own or control, are owned or controlled by, or are under common ownership or control of the company at issue, where “control” means at least a fifty percent (50%) ownership interest, will be considered a single Customer.

**“Application Manager”** is the individual person and/or organization who takes primary responsibility to manage an application for a rebate. It is the Application Manager’s responsibility to ensure PECO has current and accurate contact information for all Participants at all times from the date the Rebate Reservation Request was submitted through 180 days after Rebate Redemption approval.

**“Rebate Recipient”** is any third party designated by the Customer to receive the rebate. The Rebate Recipient is responsible for confirming information about where the approved rebate should be delivered such as the mailing address. Only the Customer can designate a third party as the Rebate Recipient and is the only party who can authorize changes to which party is designated as the Rebate Recipient.

**“Participant(s)”** are, collectively, the Customer, Application Manager, and Rebate Recipient. These roles may all be filled by different organizations, by a single organization, or any combination. For example, the Customer could designate an EVSE equipment owner that has a site hosting agreement with the Customer as the Rebate Recipient and a contractor firm hired to do the work and manage the project as the Application Manager.

**Authority to Install Equipment:** Participant(s) represent that they have the authority to operate and install the EVSE at the Project Site or have obtained the permission of the legal owner of the Project Site, for said construction Project. Participant(s) shall, at their own expense, obtain and maintain all licenses and permits needed to construct and complete the Project.

**Project Site EVSE:** All EVSE that is listed by the Participant(s) in the Rebate Redemption application as the basis for the calculation of the rebate amount must provide EVSE Data to PECO.

**EVSE Data:** Participant(s) agree to provide PECO with data from every Project Site EVSE charging session (the “EVSE Data”) and authorize PECO to collect the EVSE Data from the EVSE network services provider identified by the Participant(s) in the Rebate Redemption application, as well as from any successor network service provider identified by the Participant(s) subsequent to receipt of the rebate, for a period of two (2) years after installation of the EVSE. Participant(s) understand that any rebate payments are contingent upon their compliance with all program rules relating to the provision of EVSE Data.

**Permission to Use Data:** Participant(s) grant PECO, its agents and representatives the unrestricted right to store, access, and use all information and EVSE Data collected as part of the Pilot for program administration, regulatory reporting, ordinary business use, industry forums, case studies, or other similar activities, in accordance with applicable laws and regulations. PECO will not publicly disclose Customer-identifiable EVSE Data unless ordered to do so by a court of law or the Pennsylvania Public Utility Commission.

**Research Participation:** PECO may request Participant(s) to take part in surveys and other research efforts that support Pilot goals.

## Attachment # 1. Terms and Conditions for PECO Level 2 Commercial Electric Vehicle Charging Pilot

**Disclosure of Other Incentives:** Participant(s) understand that other rebates, grants, and financial rebates are “Other Incentives” and that all anticipated Other Incentives must be disclosed to PECO as part of the Application before payment of the rebate will be made.

**Additional Documentation & Inspections:** PECO reserves the right to request additional supporting documentation necessary to verify compliance with the Pilot rules. Participant(s) authorize PECO to have reasonable access to their property to inspect the installation and performance of the equipment and installations that are eligible for a rebate under the guidelines of the Pilot. The rebate payment may be denied by PECO if these conditions are not met by Participant(s) within the communicated time.

PECO, its agents, measurement and verification contractor, and/or the Pennsylvania Public Utility Commission have the right to audit or inspect all projects to verify compliance with the program rules and verify the accuracy of project documentation. This may include pre-installation and/or post-installation inspections, metering, data collection, interviews, and utility bill data analyses. Participant(s) must allow PECO access to project documents and the facility where the measures were installed for a period of five years after receipt of rebate payment.

**Rebate Payment:** Payment will normally be made within 60 days subsequent to PECO receiving and approving a Redemption Request with all required documentation. However, should a Project be completed in a calendar year prior to the installation date identified in the Rebate Reservation Request, PECO reserves the right to defer payment until the calendar year for which the rebate was reserved. PECO reserves the right to modify or cancel the rebate if the actual EVSE or installation of the EVSE does not meet the Pilot guidelines or if the documents submitted fail to meet the requirements of the Pilot.

**No Escheatment:** PECO and its Program Administrator shall make commercially reasonable efforts to convey payment of any rebate to the Rebate Recipient identified in the Application. Should the Rebate Recipient fail to accept/deposit the payment within 180 days of the first attempt to make payment, PECO reserves the right to cancel the Application and to release any previously reserved rebate funding.

**Taxes:** Participant(s) are responsible for any taxes associated with the receipt of a rebate Payment. It shall be the sole responsibility of the Participant(s) to seek professional advice and determine the tax consequences of the rebate.

**Compliance:** Participant(s) are responsible for meeting program requirements and complying with all government, property owners, homeowner’s association, or other requirements regarding restrictions, codes, ordinances, rules, and regulations concerning the EVSE installation.

**Maintenance:** Participant(s) are responsible, at their sole cost and expense, for all actions related to the testing, maintenance, repair, and replacement of the EVSE and of the facilities in which the EVSE is located.

**Publicity:** The Participant(s) shall not use PECO’s corporate name, trademark, trade name, logo, identity, or affiliation for any reason, without the prior written consent of PECO. The Participant(s) shall collaborate with PECO to prepare any press release and to plan for any news conference concerning work related to the Pilot. In addition, the Participant(s) shall notify PECO at a minimum of five (5) business days prior to any media interview in which work related to this Pilot is referred to or discussed. Notification to PECO shall be made via email to EV@peco.com.

**Termination or Suspension:** PECO may terminate, or for any duration suspend, Participant(s)’ involvement in the Pilot, with or without cause, at any time, and for any reason. Such reasons may include but are not limited to failure to abide by Pilot terms and conditions, permitting issues, environmental concerns, submission of falsified documents or unauthorized signatures, illegal actions, or any other reason(s) that Participant(s)’ continued involvement is not in the best interests of the Pilot or PECO.

**No Third-Party Beneficiaries:** These Terms and Conditions are not intended to confer any rights or remedies upon any other persons other than Participant(s) and PECO.

**Assignment:** No Participant shall assign its rights or delegate its duties without the prior written consent of PECO. Any such assignment or delegation without the prior written consent of PECO or its assignee, if any, shall be null and void. All Participants must provide assurance of the success of a Project if assigned by providing any additional information requested by PECO. In the event an EVSE installation is turned over to a new owner/operator before Participant(s) have provided two-years of EVSE Data to PECO, Participant(s) shall include in the agreement transferring control of the EVSE installation the new owner/operator’s obligation to continue to provide EVSE Data to PECO.

**No Endorsement:** PECO does not endorse, support, or recommend any particular manufacturer, product, network services provider, or system design in promoting this program and PECO does not guarantee any specific level of energy savings with respect to any product, system design or energy efficiency measure.

## Attachment # 1. Terms and Conditions for PECO Level 2 Commercial Electric Vehicle Charging Pilot

**Disclaimer of Warranties:** PECO DOES NOT WARRANT THE PERFORMANCE OF INSTALLED EQUIPMENT, AND/OR SERVICES RENDERED AS PART OF THIS PROGRAM, EITHER EXPRESSLY OR IMPLICITLY. PECO DOES NOT OFFER AND THERE ARE NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER STATUTORY, EXPRESSED, OR IMPLIED, INCLUDING, WITHOUT LIMITATIONS, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING EQUIPMENT OR SERVICES PROVIDED BY A MANUFACTURER OR VENDOR. CONTACT YOUR VENDOR/SERVICES PROVIDER FOR DETAILS REGARDING PERFORMANCE AND WARRANTIES.

**No Representations:** Participant(s) understand that their participation in the Pilot shall not be construed as creating any partnership, joint venture, agency relationship, franchise, association or other form of joint enterprise between the Participant(s), PECO, or their affiliates, contractors, vendors, representatives, or designees nor create any obligations or responsibilities on their behalf except as may be expressly granted in writing, and Participant(s) are not authorized to make any representations of any kind to this effect. The Participant(s) understand that they, and any third parties involved with the Project, are independent contractors and are not authorized to make any representations on behalf of PECO.

**Limitation of Liability:** By virtue of participating in this program, customers agree to waive and release any and all claims or damages against PECO, except the receipt of the program rebate, if eligible. Participating Customers agree that PECO's liability, in connection with this program, is limited to paying the program rebate specified. Under no circumstances shall PECO, its representatives, agents, or subcontractors, be liable for any lost profits, special, punitive, consequential, or incidental damages or for any other damages or claims connected with or resulting from participation in this program. PECO is not responsible for items lost or damaged in the mail.

**Failure to Comply with Terms and Conditions:** Without limitation, and to the greatest extent allowed by law, PECO reserves the right to seek damages and recovery for losses incurred due to any breach of the Pilot terms and conditions on the part of Participant(s), whether intentional or unintentional.

**Dispute Resolution:** The Parties will attempt in good faith to resolve all Disputes promptly by negotiation as follows. Any Party may give the other Party written notice of any Dispute not resolved in the normal course of business. Executives of both Parties at levels one level above the individuals who have previously been principally involved in the Dispute will meet at a mutually acceptable time and place within thirty (30) calendar days after delivery of the notice, or such other time as all Parties agree, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Dispute. If the matter has not been resolved within thirty (30) calendar days of the first meeting, or such other period as all parties agree, any Party may initiate such legal action as it deems appropriate. If a negotiator intends to be accompanied at a meeting by an attorney, the other negotiator will be given at least three (3) business days' notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this Section are confidential and protected from subsequent testimonial disclosures and will be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence. Each party is required to continue to perform its obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement.

**Venue:** In any legal action commenced in relation to the Pilot, the U.S. District Court located Philadelphia, Pennsylvania or, if the grounds for federal jurisdiction are not met, the cognizant state trial court in Philadelphia, Pennsylvania, will have exclusive jurisdiction to hear such case. The Parties agree not to commence any action, suit, or proceeding relating thereto except in such courts. Each Party hereby irrevocably and unconditionally waives any objection to the laying of venue of any action, suit, or proceeding arising out of this these Terms and Conditions or the transactions contemplated hereby in the courts located in such jurisdictions, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit, or proceeding brought in any such court has been brought in an inconvenient forum.

**Waiver of Jury Trial:** EACH PARTY KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, CLAIM, COUNTERCLAIM OR OTHER JUDICIAL PROCEEDING, WHETHER IN CONTRACT OR TORT, AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATED TO THE TERMS AND CONDITIONS OF THE PILOT.

**Integration:** This Agreement, including all items incorporated herein by reference, constitutes the entire agreement and understanding between the Parties as to the subject matter of the Agreement. It supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between parties, whether oral or written, express or implied, that relate in any way to the subject matter of this Agreement. This Agreement has been induced by no representations, statements, or agreements other than those expressed herein. Neither party shall be bound by any prior or contemporaneous obligations, conditions, warranties, or representations with respect to the subject matter of this Agreement.



## Attachment #2. Frequently Asked Questions

### *Why is PECO creating a new EV charging rebate program?*

PECO is working together with our customers and communities on many clean energy efforts as part of our Path to Clean. We have a number of programs to encourage transportation electrification, and we believe this new rebate will help us further EV adoption in our region.

### *What are the rebate amounts for this program?*

The base rebate amount is the lesser of \$2,000 per charging port or 50 percent of eligible make-ready costs. For projects located in Environmental Justice Areas, we offer an enhanced rebate of up to \$3,000 per charging port, not to exceed 75 percent of make-ready costs.

### *What is the maximum number of ports covered by the rebate?*

Customers can receive rebates for up to 20 charging ports. All affiliates under common ownership or control are considered to be a single Customer. See Terms and Conditions for more details.

### *What is an Environmental Justice Area?*

The Pennsylvania Department of Environmental Protection (PA DEP) defines an Environmental Justice (EJ) Area as: “any census tract where 20 percent or more individuals live at or below the federal poverty line, and/or 30 percent or more of the population identifies as a non-white minority, based on data from the U.S. Census Bureau and the federal guidelines for poverty.”

Visit the [PA DEP EJ Area Viewer](https://dep.pa.gov/EJViewer) at [dep.pa.gov/EJViewer](https://dep.pa.gov/EJViewer) to see a map of EJ Areas. See Attachment 3 for a guide to using the EJ Area Viewer.

### *What costs does the rebate cover?*

The rebate covers a portion of make-ready costs, which include all costs necessary to ensure a safe electrical connection from the PECO meter to the Level 2 charger(s) including electric service panel, electrical cabinets, junction boxes, conduit, conductor, transformer and transformer pad, trenching and repaving, as well as associated labor. Make-ready costs do not include the cost of purchasing, installing, networking, or maintaining the chargers themselves or cosmetic, infrastructural, or other work not related to the energization of charging equipment (signage, landscaping, lot striping, etc.).

### *What is Level 2 charging?*

Level 2, or L2, is a medium-speed charging standard supported by most EV manufacturers. The chargers require 208-Volt or 240-Volt alternating current (AC) electricity and come in a variety of sizes up to 80 amps (19.2 kilowatts). They typically require several hours to fully recharge an EV.



## Attachment # 2. Frequently Asked Questions

### *Who is eligible for the rebates? What charger uses are eligible?*

Program incentives are available to PECO's commercial and industrial electricity customers, including those who choose a competitive electric generation supplier. Possible uses include EV charging at workplaces, retail businesses, public charging, fleet charging, and multi-unit dwellings.

### *How do I apply for the rebate?*

The program has a 2-part application process. Part 1, the [Rebate Reservation Request](#), must be completed prior to beginning construction. Part 2, the [Rebate Redemption form](#), will be done after the chargers are energized. PECO is only accepting online applications for this program. More information on the application process can be found in Chapter 2 of the Program Handbook.

### *When does the application period end?*

Program funds are limited. The application period will end once available funds have been committed to Customers. The application may subsequently reopen if more funds become available, e.g., if an approved Customer cancels their project.

### *When should I submit my application?*

Applicants should submit their Rebate Reservation Request application before installation begins. The rebate covers only make ready costs incurred after the initial application. The reservation period is limited to 270 days, so customers should apply within 270 days of planned installation completion.

### *Does PECO have a list of EV chargers pre-approved for the program?*

The Rebate Reservation Request form includes the current list of eligible chargers. However, the program is not limited to a pre-approved list of chargers. Any Level 2 charger meeting the eligibility requirements identified in Chapter 5 of the Program Handbook is eligible for the program.

### *What if the chargers I'm planning to install are not on the Eligible Charger list?*

The Rebate Reservation Request form allows you to identify your preferred charger make and model. We will review your preferred charger and add it to the Eligible Charger list if it meets the eligibility requirements identified in Chapter 5 of the Program Handbook.

### *How long do I have to complete construction?*

Applicants have 270 days from notification of reservation award to complete construction and submit their Rebate Redemption form.

### *Whom do I contact if I have a question about my application?*

For general questions about program guidelines, qualification, and application processes, please email [ev@peco.com](mailto:ev@peco.com).

For questions about an application that you already submitted, please contact [pecoev@energycenter.org](mailto:pecoev@energycenter.org).

## Attachment # 2. Frequently Asked Questions

### *When will I receive the rebate?*

Based on approval of the documentation, applicants will receive the rebate within 60 days of an approved Rebate Redemption form including the following information:

- Completed [Cost Submission Template](#)
- Completed [Equipment Details Template](#)
- Proof of total project costs and make-ready costs (e.g., invoices)
- Photo(s) of the EV charger installation site showing all of the chargers installed as part of the project
- IRS Form W-9 (if incentive recipient is not a corporation or government entity)
- [Rebate Recipient Template](#) (if rebate is to be paid to someone other than the PECO Customer)

### *What if I don't already have electric service at the site where I am installing chargers?*

For new construction, you or your contractor must first submit a Service & Meter request for the site to PECO. PECO will then issue a pending account number for that site which you can use to submit a Rebate Reservation Request application.

### *Can I get a make-ready rebate for EV chargers that I'm installing as part of a larger construction project?*

Yes, so long as the chargers are energized within the timeline of the rebate program. The reservation period is limited to 270 days, so customers with energize dates farther out than that should hold off on applying for the incentive until they are within 270 days of energizing the project. Please be aware that only make ready costs incurred after the date rebate funds have been reserved are eligible for the incentive and that incentive funding is limited and subject to availability.

### *What if I already have some EV chargers at the site?*

Program incentives are only provided for make ready work associated with new charging equipment added to the site. Relocation or replacement of existing chargers is not eligible.

### *How will I provide data from my chargers to PECO? For how long?*

Charger data will be delivered electronically to PECO and the Program Data Administrator by your network provider for a period of two (2) years after installation of the charger(s). The program requires that your network provider has a Data Sharing Agreement with PECO and that you execute any data release required by your network provider.

### *What if my network provider is not already participating in the program?*

The Rebate Reservation Request form allows you to identify your preferred network provider and then we will contact them. To participate, the network provider must enter into a data sharing agreement with PECO and implement an acceptable mechanism to transfer the required data to us. Your project must utilize a Participating Network Provider to be eligible for a rebate. Please refer to Chapter 5 of the Program Handbook for more information on network provider eligibility requirements.

## Attachment # 2. Frequently Asked Questions

### *Why does PECO need data from my chargers?*

PECO will use EV charging data to inform the Company's future distribution system planning and rate design. PECO will also provide aggregated EV charging data such as cumulative electricity consumption and typical load profiles of participating chargers to the Pennsylvania Public Utility Commission (PA PUC) and interested stakeholders.

### *What information from the program will PECO publish?*

PECO will publish information about the pilot on [peco.com](http://peco.com) and in other public forums including annual reports to the PA PUC and biannual progress updates for interested stakeholders. These reports and updates will include rebate recipients' county and census tract as well as the aggregated number and/or dollar value of incentives paid. The reports and updates will include aggregated charger data such as cumulative electricity consumption and typical load profiles of participating chargers, but they will not include Customer-identifiable charger data.

PECO may also provide confidential, non-public, reports to the PA PUC and/or regulatory stakeholders in which rebate recipients are identified by name and/or site address.

### *What other incentives are available?*

Visit [PECO's EV Toolkit](#) for a listing of EV-related incentives and promotions. In addition, you can visit [dep.pa.gov/grants](http://dep.pa.gov/grants) for information about the Pennsylvania Department of Environmental Protection's grants, loans, and rebates, including the Alternative Fuel Incentive Grant and the Driving PA Forward program.

## Attachment #3. Environmental Justice Areas

*How do I determine whether my project site is in an Environmental Justice (EJ) area?*

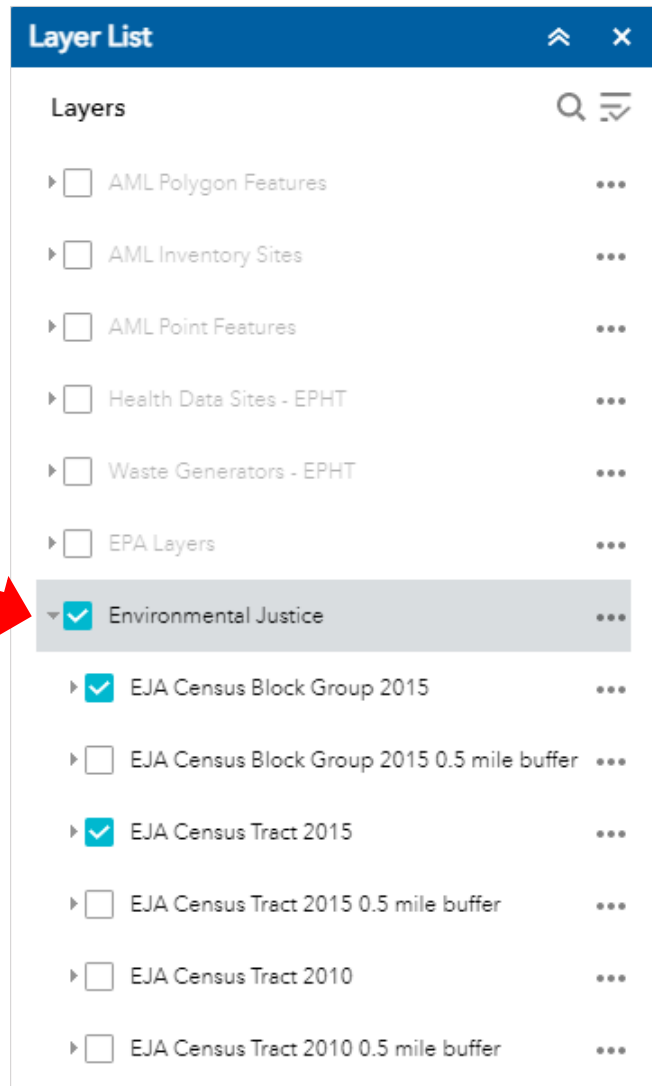
**Step 1:** Visit the Pennsylvania Department of Environmental Protection (PA DEP) [EJ Area Viewer](https://dep.pa.gov/EJViewer) at [dep.pa.gov/EJViewer](https://dep.pa.gov/EJViewer). (This site is owned by the PA DEP and is not affiliated with PECO.)

The default configuration of this site does not show all EJ Areas. Steps 2-4 will ensure that all EJ Areas are shown on the map.

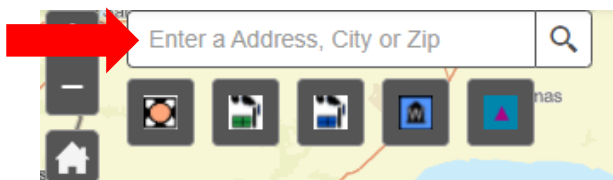
**Step 2:** Click on the Layer List icon near the top right corner of the screen.



**Step 3:** Click on the small arrow next to “Environmental Justice” to expand the list and ensure that only “EJA Census Block Group 2015” and “EJA Census Tract 2015” are selected.



**Step 4:** Type your project site address into the box near the top left corner of the screen, and the map will zoom into that location. If the location is shaded pink or purple, it is in an EJ Area.



## Attachment #4. Participating Network Providers

*As of March 2, 2023*

### *Participating Network Providers*

The following network providers have confirmed their participation in the program:

- AmpUp
- AmpedUp Networks
- Blink Charging
- ChargeLab
- ChargePoint
- EV Connect
- EVGateway
- EVMatch
- Flo Services USA
- Livingston Energy Group
- PowerPump
- SemaConnect Network
- SWITCH
- US Energy Solutions

PECO does not endorse or warrant the performance of any network providers.

### *Pending Network Provers*

PECO and CSE are working with several additional network providers to assess their eligibility in accordance with the requirements defined in Chapter 5 of the Program Handbook. Pending network providers include:

- Enel X JuiceNet
- EVgo
- Shell Recharge Solutions (formerly Greenlots)
- Tesla
- Volta

This page will be updated as we confirm network provider participation.

### *Don't see your network provider on the list?*

Contact us at [PECOEV@energycenter.org](mailto:PECOEV@energycenter.org) with your network provider information and/or select "Other" in your application and include your network provider's name and URL and we'll engage your network provider and review their eligibility and willingness to participate in the program.