



## CHARGEPOINT EV CHARGING STATION INSTALLATION CONTRACT

This Agreement is made this 26th day of September, 2019 by and between the following parties, for services in connection with the Project identified below:

**Contractor:**

Turn Key Construction and Solar Inc.  
7257 N. Maple Avenue, #108  
Fresno, CA 93720  
(559) 321-8130  
California Contractor's License No. 991046  
Public Works Contractor Registration No. 1000040295

**Owner:**

Name: Kerman Unified School District

Address: 151 S. First Street, Kerman, CA 93630

Telephone: 559-842-2004

**Construction Lender**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**Project:**

Name: Kerman DO

Address: 15218 W Whitesbridge Ave, Kerman, CA 93630

In consideration of the mutual covenants and obligations contained herein, Contractor and Owner agree as set forth herein.

**I. Contract Documents**

The complete Contract between the Contractor and Owner consists of the following documents:

- ChargePoint EV Charging Station Installation Contract
- Letter of Intent / Proposal
- Site Map
- Implementation Manual for Fresno County Incentive Project
- San Joaquin Valley Air Pollution Control District Voucher Guidelines

This Contract constitutes the complete agreement between the Contractor and owner and supersedes any previous agreements, understandings, proposals, or documents whether oral or in writing.

**II. Scope of Work and Contract Price**

Contractor has reviewed your installation location(s) and electrical service and the Contract Price is based upon these visible and known conditions. In the event subsurface, concealed, abnormal, unknown or other unforeseen conditions are discovered that require a change in the Scope of Work, or changes are requested by the Owner or are required to comply with governmental or utility requirements, the parties will execute a Change Order per Section V. below to adjust the Scope of Work and the Contract Price. Contractor agrees to furnish all labor, services, materials, and equipment necessary to complete the following scope of work (the “Work”) in a complete and good and workmanlike manner:

Installation of ChargePoint EV charging stations per the Letter of Intent / Proposal and Site Map attached as Exhibit A hereto.

DS  
KM

In exchange for the performance of the Work, Owner agrees to pay Contractor the sum of \$36,657, in accordance with the terms of Section IV, Payment Terms, which includes all applicable sales, use, franchise, excise and other taxes, governmental licenses and permits necessary for the work, including building and utility permits and fees.

**III. Voucher or Rebate Eligibility**

The ChargePoint EV chargers to be installed under this Contract are eligible for rebates and incentives under the San Joaquin Valley Air Pollution Control District Charge Up! Program and the Implementation Manual for Fresno County Incentive Project (“FCIP”). Approval of Owner’s eligibility for rebates and incentives under the Charge Up! Program and FCIP are required before Contractor may proceed with ordering ChargePoint EV chargers or the beginning of construction work. Owner’s receipt and retention of rebates and incentives under the Charge Up! Program are conditioned upon the Owner’s continued satisfaction of Charge UP! Program and FCIP

conditions which include maintaining a one (1) year network service agreement immediately after equipment installation, and owning, operating and maintaining the EV chargers at the location for a minimum of three (3) consecutive years, among other conditions. Owner agrees and understands that it is responsible for the satisfaction and maintenance of all Applicant Requirements and Site Requirements under the Charge UP! Program and FCIP attached hereto and incorporated by reference as set forth fully herein. Contractor shall install ChargePoint EV charging stations meeting EV Charger Requirements under the Charge UP! Program and FCIP as set forth in the Letter of Intent / Proposal.

**IV. Payment**

Contractor shall submit written applications for payments on its standard form (“Application for Payment”) in accordance with the following Payment Schedule:

Payment #1 \$ \_\_\_\_\_ Billed upon execution of this contract – deposit for drawings, engineering and city inspection fees and permit.

<sup>DS</sup>  
LM

Payment #2 \$ 23,569 Billed four weeks prior to scheduled installation of EV charging stations – order of custom ChargePoint EV charging stations for the Project.

Payment #3 \$ 13,088 Final payment billed upon the completion of work.

Payment in full to Contractor is required as a condition of Contractor’s submission of the final applications for receipt of payments, rebates, vouchers, or incentives under the Charge UP! Program and FCIP on behalf of Owner.

**V. Change Orders**

Without invalidating this Contract, Contractor and Owner may, through the adoption of a Change Order, agree to changes in the Work to be performed by Contractor, consisting of additions, deletions, or other revisions to the Work. The cost of the Work shall be adjusted as set forth in the Change Order. If Contractor claims that any changes to the Work requested by Owner entitle it to additional compensation, Contractor shall provide written notice to Owner and receive written authorization from Owner before undertaking such changes to the Work.

**VI. Prevailing Wage**

Contractor and Owner acknowledge that the Project is a “public work” within the meaning of Labor Code section 1720 and subject to the prevailing wage requirements set forth in Labor Code section 1770 *et seq.* and the related regulations, including but not limited to Labor Code sections 1771, 1774-1776, 1777.5, 1813, and 1815 which are incorporated by reference as set forth fully herein.

**VII. Supervision of Construction**

Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. Contractor shall be responsible to Owner for the acts and omissions of its agents, employees and/or subcontractors, and for their agents, employees and/or subcontractors, and any and all other persons performing any of the Work under a contract with or at the request of Contractor.

**VIII. Status of Contractor**

It is understood and agreed that Contractor (including Contractor's employees) is an independent Contractor and that no relationship of employer - employee exists between the parties hereto. Contractor's assigned personnel shall not be entitled to any benefits payable to employees of Owner. Owner is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Agreement

**IX. Successors and Assigns**

Contractor and Owner respectively bind themselves and their successors, permitted assigns, and legal representative to the other party and to the successors, permitted assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract, in whole or in part, without prior written consent of the other party. Notwithstanding any such assignment, each of the original contracting parties shall remain legally responsible for all of its obligations under the Contract unless expressly released.

**X. Rights and Remedies**

All of Contractor's and Owner's rights and remedies under the Contract Documents will be cumulative and in addition to and not in limitation of all other rights and remedies otherwise available at law or in equity. No action or failure to act by Contractor or Owner will constitute a waiver of a right afforded them under the Contract, nor will such action or failure to act constitute approval of or acquiescence in a condition or breach thereunder, except as may be specifically agreed in writing. No waiver by Contractor or Owner of any condition, breach or default will constitute a waiver of any other condition, breach or default; nor will any such waiver constitute a continuing waiver. No provision contained in the Contract Documents shall create or give to third parties any claim or right of action against Contractor or Owner.

**XI. Warranty**

Contractor represents and warrants the following with respect to its own materials and work as well as the materials of others used in the scope of Contractor's work:

**Contractor Warranties:** The Contractor represents and warrants to Owner that all equipment and materials used in the work and made a part of the structures thereon or placed permanently in connection therewith, will be new unless otherwise specified in the Contract Documents, be of good quality, free of defects, and in conformity with the

Contract Documents for a period of one year from completion of the work. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The warranty provided in this Section shall be in addition to and not in limitation of any other warranty or remedy required by law.

**Manufacturer’s Warranties and Service.** Contractor shall furnish all manufacturer warranty certificates from Manufacturers for appliances, equipment and any and all other materials used by Contractor in the completion of the scope of the work. Contractor is a ChargePoint Certified Installer and equipment to be installed is subject to ChargePoint’s standard warranty.

**XII. Notices**

All notices required or permitted by this Agreement shall be in writing and may be accomplished either by personal delivery or by use of first-class regular mail of the United States Post Office, by any standard form of telegraphic service, facsimile transmission, or e-mail sent to the party at the address, facsimile number, or e-mail address shown in this Agreement. The written notice shall be effective on the date of receipt.

To Owner:

Name: Kraig Magnussen

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Address: 151 S. First Street, Kerman, CA 93630

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Telephone: 842-2004

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Facsimile:

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E-mail kraig.magnussen@kermanusd.com

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To Contractor:

Turn Key Construction and Solar Inc.  
7257 N. Maple Avenue, #108  
Fresno, CA 93720  
Telephone: (559) 321-8130  
Facsimile:  
E-mail:

**XIII. Acceptance and Integration**

This Contract is intended by the parties as a final expression of their agreement, supersedes any prior oral or written statements, and is intended also as a complete and exclusive statement of the terms of their agreement. No revisions to this Contract shall be valid unless accepted in writing

and signed by an authorized representative of Contractor. No condition stated by Contractor or Owner in accepting this Contract shall be binding unless expressly agreed to in writing.

**XIV. Survival and Severability**

The provisions of the Contract which by their nature survive termination of the Contract or completion of the Work, including all warranties and payment obligations shall remain in full force and effect after completion or any termination of the Contract. If any term or provision of this Contract or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Contract shall be valid, and shall be enforced to the fullest extent permitted by law.

**XV. Attorney's Fees**

If either party commences an action against the other to interpret or enforce any of the terms of this Contract or because of the breach by the other party of any of the terms hereof, the losing party shall pay to the prevailing party reasonable attorneys' fees, costs and expenses and court costs and other costs of action incurred in connection with the prosecution or defense of such action, whether or not the action is prosecuted to a final judgment. The terms "attorneys' fees" or "attorneys' fees and costs" shall include, without limitation, all such fees and expenses incurred with respect to appeals, arbitrations, and bankruptcy proceedings.

**XVI. Relationship of the Parties**

Nothing contained in this Contract shall be deemed or construed by the parties to create the relationship of principal and agent, a partnership, joint venture or any other association between the parties.

**XVII. Governing Law**

The parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of California and shall be governed by the laws of the State of California.

**XVIII. Counterparts**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

**XIX. Representation by Counsel**

Notwithstanding any rule or maxim of construction to the contrary, any ambiguity or uncertainty shall not be construed against either parties based upon authorship of any of the provisions hereof. The parties each hereby warrant, represent and certify to the other as follows: (A) that the contents of this Contract have been completely and carefully read by the representing party and counsel for the representing party; (B) that the representing party has been separately represented by counsel and the representing party is satisfied with such representation; (C) that

the representing party's counsel has advised the representing party of, and the representing party fully understands, the legal consequences of this Contract and (D) that no other person (whether a party to this Contract or not) has made any promises or representations of any kind whatsoever to induce the execution hereof, other than the performance of the terms and provisions hereof.

**XX. Authority to Sign**

Contractor and Owner represent, warrant, and guarantee that the persons signing below are authorized to sign on behalf of their respective persons or entities.

**Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P. O. Box 26000, Sacramento, CA 95826.**

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

By: Turn Key Construction and Solar  
DocuSigned by:  
*Jeff Harmonson*  
3238DA06D4FB468...  
Name: Jeff Harmonson  
Its: CEO  
(Title)  
Date: 9/26/2019

By: Owner  
DocuSigned by:  
*Kraig Magnussen*  
845482150ED14EB...  
Name: Kraig Magnussen  
Its: CBO  
(Title)  
Date: 9/27/2019

# Implementation Manual for Fresno County Incentive Project

**Last Update: November 16, 2018**



**Funded by the California Energy Commission**





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## A. INTRODUCTION AND OVERVIEW

In March 2012, Governor Edmund G. Brown Jr issued an Executive Order B-16-2012 to help accelerate the market for zero-emission vehicles (ZEVs) in California and set a long-term goal of reaching 1.5 million zero emission vehicles on California's roadways by 2025. The executive order established milestones for three periods:

- By 2015, California's major metropolitan areas will be able to accommodate zero emission vehicles through infrastructure plans.
- By 2020, California's zero emission vehicle infrastructure will be able to support up to 1 million vehicles.
- By 2025, 1.5 million zero emission vehicles will be on California's roadways with easy access to infrastructure.

These milestones require mechanisms to install electric vehicle (EV) charging infrastructure quickly and effectively.

In April 2017, the California Energy Commission (Energy Commission) approved a block grant recipient, the Center for Sustainable Energy (CSE), to design and implement up to \$200 million in electric vehicle charger incentive projects throughout California. The Fresno County Incentive Project (FCIP) is the first incentive project to be launched with this funding.

FCIP is intended to encourage and accelerate easy access to zero-emission vehicle infrastructure. This project provides rebates to qualified commercial, workplace, and multi-unit dwellings for the purchase and installation of eligible equipment models. FCIP benefits the citizens of California by providing air pollution emission reductions through the provision of adequate infrastructure in Fresno County to support plug-in electric vehicle growth through 2025. It is administered and implemented through a partnership between the Energy Commission and CSE, the Rebate Implementer, selected via a competitive Energy Commission grant solicitation. The majority of project funds are for rebates for purchasers of new, eligible equipment.

The FCIP Project Requirements identify the minimum requirements for implementing FCIP. The Implementation Manual for FCIP (Implementation Manual) provides necessary definitions, explanations, and processes associated with those minimum requirements. The Implementation Manual may be periodically updated as needed to clarify project requirements and improve project effectiveness. The Implementation Manual, including any updates, will be posted on the FCIP webpage at <https://calevip.org/incentive-project/fresno>.

**Note to Applicants:** At the time an applicant submits a signed application for a rebate, the most current FCIP Implementation Manual available, as well as the FCIP Project Requirements signed by the applicant, will apply.

This document constitutes the Implementation Manual for FCIP. Definitions of key program parameters are in Section D of this manual.

## 1. FCIP Project Overview

FCIP will use available funding to incentivize level 2 charging installations in commercial, workplace, and multi-unit dwelling locations in Fresno County. The project will coordinate with current regional EV incentive programs to ensure that all project goals are met and to avoid eligibility limitations for potential applicants.

FCIP offers applicants a rebate of up to \$7,000 for the installation of a dual port EV charger and up to \$4,000 for the installation of a single port EV charger at qualified sites. Potential applicants can determine their eligibility online at the FCIP website and reserve available rebate funds online, by contacting CSE directly by email at [fresno-calevip@energycenter.org](mailto:fresno-calevip@energycenter.org) or by calling 559-825-3247. Once their application is prescreened, applicants have 180 calendar days to complete their equipment installation and provide all required supporting documentation. Rebates are issued within 15 calendar days of application approval.

Information about FCIP is available to the public and other interested parties via the FCIP webpage. The FCIP webpage, <https://calevip.org/incentive-project/fresno>, is operated and maintained by CSE, and includes an up-to-date list of eligible equipment models, rebate amounts for each model, online rebate applications, all supporting documentation and forms applicable to FCIP and a real-time running total of available funds remaining in the project. This website allows the project to be “user-friendly” while providing project transparency.

Key milestones for FCIP development and implementation for FY 2016-17 are identified in Table 1.

**Table 1: FCIP Development and Implementation Timeline**

Action Item	Date or Time Period
Selection of Rebate Implementer.	April 2017
Project launch. Online applications available at the FCIP website.	December 2017

## B. EQUIPMENT ELIGIBILITY

### 1. Equipment Categories

This section discusses the categories of equipment eligible for grant funding under FCIP and the specific criteria that an equipment model must meet to be considered eligible.

An updated list of eligible equipment and rebate amounts will be maintained on the designated FCIP website.

There are two major categories of equipment eligible for grant funding under FCIP: (a) dual port EV chargers and (b) single port EV chargers.

a. **Dual Port EV Chargers:** Two SAE J1772 connectors originating from a single charger, capable of charging at 6.2kW or greater.

C.

a. **Single Port EV Chargers:** One SAE J 1772 connector capable of charging at 6.2 kW or greater.

## 2. Equipment Eligibility Criteria

Equipment must meet the following criteria to be eligible for a rebate:

a. **Be new:**

Must be new equipment installed for the first time. Resale units, rebuilt, rented, received from warranty insurance claims, or new parts installed in existing units are not eligible for a rebate. Equipment obtained as a gift or a prize is not eligible for a rebate.

b. **SAE J1772:**

Equipment must meet the international standard plug for level 1 and level 2 electric vehicle chargers.

c. **Networked:**

Equipment must be networked, which is defined as a charge station connected to a backend network operations center.

d. **Power Level Requirement:**

All eligible equipment models must be capable of delivering electricity to a plug-in electric vehicle at a minimum of 6.2 kW.

**e. Have 1-10 ports per site:**

Under FCIP, a maximum of 10 ports per site location can be rebated. Existing ports are not rebate eligible and do not count toward the 10-port maximum. Dual port chargers are counted as two ports and single port chargers are counted as one port.

**f. Open source protocol**

Eligible equipment must use an open standard protocol as a basic framework for purposes of network interoperability. Any proprietary protocol may additionally be superimposed on the system, provided the site owner is able to revert to the open standard protocol.

**a. Payment Requirements**

If payment is required, the equipment models must be able to accept some form of credit card payment and accept more than one form of payment.

**F.**

**a. Be Energy Star Certified**

**b. Be approved by a Nationally Recognized Testing Laboratory (NRTL) program for EVSE testing and certification**

Equipment must be approved by a NRTL that is accredited to certify EVSE standards. Underwriter's Laboratory (UL), Intertek (ETL) and MET Laboratories, Inc. are all currently accredited NRTLs. A complete list of NRTLs can be found at <https://www.osha.gov/dts/otpca/nrtl/nrtllist.html>.

**G.**

**1. Development of List of Eligible Equipment Models**

In order for equipment to be eligible for a FCIP rebate, the equipment manufacturer must submit equipment information to CSE by creating a CALeVIP account and uploading equipment information online at <https://calevip.org/user/login>. CSE will work with the equipment manufacturer to ensure that all the required information is received and request any additional information needed to make an eligibility determination. If the equipment meets the eligibility requirements set forth in Section B(2) of this Implementation Manual, then CSE will add the Equipment to the List of Eligible Equipment Models online. Only equipment submitted by equipment manufacturers will be listed on the website.

Applicants have the option to select “Other” on the application form if they are applying for equipment that is not included on the eligible equipment list. CSE will conduct a review of the equipment and make an eligibility determination before reserving rebate funds for any application listing equipment that is not currently on the List of Eligible Equipment Models.

## 2. Rebate Amounts

Specific rebate amounts for each eligible equipment model will be included in the List of Eligible Equipment Models and available on the project website.

**Table 2: FCIP Rebate Amounts**

Equipment Type	Rebate Amount
Dual port EV Charger	Up to \$7,000
Single port EV Charger	Up to \$4,000

H. Final rebate amounts are determined by the total eligible project costs. CSE reviews all required documentation to determine final rebate amounts. Eligible project costs are installation costs, equipment costs, network agreements and any installation costs required by law. Permit costs are not eligible for FCIP rebates.

### I. Combining Equipment Rebates with Other Incentives

Participation in FCIP does not preclude an equipment purchaser from combining FCIP rebates with other incentive opportunities. Rebates could be combined with federal, state, or local agency incentives as well as Implementer match funding, if available, to help further buy-down the cost of eligible equipment.

Applicants are not eligible to apply for a FCIP rebate on a charging station or site that was included and funded in a previous or existing Energy Commission project.

Additionally, applicants are not eligible to apply for a FCIP rebate on a charging station or site that is participating or planning to participate in an incentive project that has a mandated and approved fixed number of chargers to be installed. FCIP allows applicants to participate in other incentive projects to enable applicants to secure funding to install additional chargers. Incentive projects with a mandated number of chargers do not support FCIP’s purpose. If you require further clarification on combining with other incentives, please contact CSE directly at [fresno-calevip@energycenter.org](mailto:fresno-calevip@energycenter.org) or by calling 559-825-3247.

## **1. Maximum Rebates per Entity**

Eligible applicants can receive a maximum of \$1,000,000 in rebates over the lifetime of the FCIP. Once the maximum allowable rebate amount is reached, CSE will submit a notice to the applicant.

### **a. Taxpayer Identification Number (TIN) Requirements**

For the purposes of FCIP, equipment under common ownership— including, but not limited to, entities sharing a common Taxpayer Identification Number (TIN) – are considered part of a single applicant entity even if they are part of different subsidiaries, divisions, or other organizational structure of a company, government agency, or other entity. All entities, other than individuals, are required to disclose their TIN at the time of rebate application. The Energy Commission or its designee may seek financial reimbursement and/or civil and criminal penalties from an applicant for non-disclosure or inaccurate disclosure of its TIN or other information relating to common ownership or fiduciary control of the purchasing entity.

### **b. Sole Proprietors**

**J.**

Sole proprietorships and DBA's (Doing Business As; also, called fictitious business name, assumed business name, or trade name) cannot apply as a business and must instead apply as a sole proprietorship. Sole proprietors are required to complete a manual application and verification process with CSE to determine project eligibility.

### **a. Fleets**

Light-duty vehicle fleets are eligible to apply for FCIP with a qualified commercial, workplace, or multi-unit dwelling installation site. Medium and heavy-duty vehicle fleets are not eligible use cases and are not eligible for FCIP.

## **2. Distribution of Rebates**

Rebates will be distributed on a first-come, first-served basis contingent upon funding availability. Available rebate funds will be reserved by CSE following submission of an online application at the FCIP website or upon receipt of a mailed application. Applicants without internet access can contact CSE to receive a rebate application by mail. After an application is accepted by CSE, the required supporting documentation



(outlined in Section C(3)) must be submitted to CSE within 180 calendar days (if mailed, submittal date will be determined by U.S. mail postmark). The supporting documentation may be scanned and submitted through the FCIP website. Applicants without internet access may mail the supporting documentation to CSE.

The rebate for an eligible equipment model will be issued to the qualified recipient in a single payment. Rebate payment will be made within 15 calendar days of application approval. Rebate checks must be cashed within six months of the date on the check. Checks not cashed within this timeframe will be cancelled, and the rebate amount returned to the project.

## **K. APPLICANT DUTIES AND REQUIREMENTS**

### **1. Applicant Requirements**

The applicant is responsible for submitting the rebate application and providing all required documentation to CSE. Eligible applicants must accept the rebate directly – FCIP does not provide an option to assign the rebate to an equipment seller (i.e. equipment manufacturer). To receive a FCIP rebate, an applicant must:

- a.** Be a business or government entity that is based in California or has a California-based affiliate at the time of application.
    - California business entities and non-California business entities that conduct intrastate businesses in California and are required to register with the California Secretary of State must do so and be in good standing in order to receive a rebate. If not currently registered with the California Secretary of State, applicants should contact the Secretary of State's Office as soon as possible. For more information, visit the Secretary of State's website at: [www.sos.ca.gov](http://www.sos.ca.gov).
    - Sole proprietorships and DBA's (Doing Business As; also, called fictitious business name, assumed business name, or trade name) cannot apply as a business and must instead apply as a sole proprietorship.
  - b.** Be an authorized representative of a qualified commercial, workplace, or multi-unit dwelling installation site. FCIP defines an authorized representative as a site owner or an individual that has received permission from the site owner to apply on behalf of a qualified site.
- L.**
- a.** Install a new, eligible equipment model as specified in Section B of this Implementation Manual.
- M.**
- a.** Submit a FCIP application before equipment purchase and installation dates and prior to exhaustion of available rebate funds. Equipment purchased or installed

prior to application will not be eligible to receive a rebate.

- b. Maintain a 1 year network service agreement immediately after the equipment installation.
  - c. Install eligible equipment at an eligible site within Fresno County. Site address will be required during application process and CSE can terminate applications that do not meet required address validations.
  - d. Submit the signed application form and all required supporting documentation within 180 calendar days of rebate funds reserved date as specified in Section C(3) of this Implementation Manual.
  - e. Submit information to the Alternative Fuels Data Center station locator tool for all charging stations rebated through FCIP.
  - f. Submit one year of utilization data to CSE.
  - g. Be available for follow-up inspection if requested by CSE for the purposes of project oversight and accountability.
- N.
- a. Rebate checks must be cashed within six months of the date on the check. Checks not cashed within this timeframe will be cancelled and the rebate amount returned to the project.

The applicant is responsible for ensuring the accuracy of the information on all rebate applications and required documentation submitted to CSE. Submission of false information on any required documents may be considered a criminal offense and is punishable under penalty of perjury under the laws of the State of California.

## **2. Research Participation**

CSE reserves the right to request participation from rebate recipients in ongoing research efforts that support the FCIP research goals. CSE shall distribute surveys to rebate recipients to collect data and other information pertaining to FCIP-eligible equipment ownership. CSE will identify survey parameters and determine the most effective mechanism for obtaining information.

### 3. Application Process

To apply for a FCIP rebate, applicants can follow this simple process:

1. [Apply online](#) prior to purchasing or installing the EV charging station(s).
2. Once the online application is submitted, CSE will review the application to determine eligibility.
  - a. Non-site owners will be required to submit a Signed Verification Form to proceed with the application process.
3. CSE reserves FCIP rebate funds and sends eligible applicants a Funds Reserved email. Applicants have 180 days from the Funds Reserved date to complete the installation project.
4. Applicants are required to submit installation documents online within 180 days of Funds Reserved date.
5. CSE reviews all installation documents and follows up via email if there are missing or incomplete documents.
6. Once all required documents are received and complete, CSE determines final rebate amount based on eligible project costs.
7. CSE approves the application and sends the applicant confirmation via email.
8. Applicants can expect to receive their FCIP rebate check within 15 days of application approval.

If the applicant does not submit the required supporting documentation within the specified 180 calendar days, the funds will be released back to the project and the site owner or authorized representative will be required to submit a new rebate application.

The supporting documentation may be scanned and submitted through the FCIP website. Applicants without internet access may mail the supporting documentation to CSE. If mailed, submittal date will be determined by U.S. mail postmark. For security purposes, supporting documents that are sent on removable media (flash drives, CDs, DVDs, etc.) will not be accepted. Because of security and privacy concerns, applicants are strongly discouraged from emailing their supporting documentation. However, applicants may email their supporting documentation to [fresno-calevip@energycenter.org](mailto:fresno-calevip@energycenter.org) with the understanding that they accept all risk associated with emailing these documents.

Required documentation will include, at a minimum, the following:

- a. For applicants who request applications by phone, a complete application with signature and date. For online applicants, a scanned copy of the submitted application signed by the equipment owner or authorized representative.
- b. A complete copy of the purchase invoice for equipment. A complete invoice includes proof of purchase and an itemization of credits, discounts, and

incentives received, if applicable.

- c. A complete copy of the purchase invoice for all installation costs. A complete invoice includes proof of purchase and an itemization of credits, discounts, and incentives received, if applicable.
- d. A copy of permits, if applicable.
- e. A minimum of at least two (2) photos of installed and operational equipment.
- f. A photo of each equipment serial number.
- g. A copy of a network agreement with a one (1) year minimum term.
- h. Verification that the applicant is allowed to install the equipment at the site.
  - If the applicant is the site owner, then they self-verified and no other verification is required.
  - If the applicant is an authorized representative applying on behalf of a site owner, a signed Site Verification Form providing confirmation that the applicant is allowed to install the equipment at the site.
    - Applicants have 14 calendar days from the application date to submit the Site Verification Form. If the form is not submitted within 14 calendar days, the application may be cancelled.

Once CSE has verified the documentation meets program requirements, a rebate check will be issued to the applicant within 15 days of application approval.

#### **4. Installation and Operation Provision**

Applicants participating in FCIP are required to keep the equipment in operation and meet all applicable project requirements for a minimum of one year after the installation date.

#### **O. DEFINITIONS**

**Application Date:** The date an applicant starts an application.

**Battery Electric Vehicle (BEV):** A vehicle that runs 100 percent on electricity stored in rechargeable batteries and has an electric motor rather than a gasoline engine.

**CHAdeMO:** A Japanese-developed standard for EV DC fast charging.

**Combined Charging Standard:** A multi-national developed standard for EV DC fast charging.

**Electric Vehicle Charging Station (EVCS):** Charging equipment (external to the vehicle) used to charge a plug-in electric vehicle.

**Electric Vehicle Service Provider (EVSP):** A business that can provide connectivity across a network of charging stations. Connecting a central server, the provider manages the software, database, and communication interface that enables operation of the station. Some EVSPs will also provide charger installation and contracting services.

**Level 1 Charging (L1):** The slowest form of charging that uses a standard household 110/120-volt alternating current three-prong wall outlet to connect to the vehicle's on-board charger. Level 1 charging is usually accomplished using a portable cord set that is provided with the vehicle and requires no extra equipment or installation.

**Level 2 Charging Station (L2):** A charging station that supplies electricity to a plug-in electric vehicle's onboard charger in the form of alternating current (AC). Level 2 charging stations require a 208/240 volt AC connection.

**Multi-unit Dwelling (MuD):** Also known as multi-family residence or multi-family dwelling unit, is a classification of housing where multiple housing units are contained within one building or multiple buildings within a complex or community. Some MuDs are owned (e.g., condominiums), while others are leased or rented (e.g., apartments). Some common types of MuDs are duplexes, townhomes and apartments, mobile homes and manufactured-home parks.

**Nationally Recognized Testing Laboratory (NRTL):** An independent laboratory recognized by the Occupational Safety and Health Administration to test products to applicable product safety standards.

**On-board charger:** The actual charging device for Level 1 and Level 2 charging, comes factory-installed and converts AC power from the wall to DC power that charges the battery in the vehicle.

**Plug-in Electric Vehicle (PEV):** A vehicle that can be plugged into an electrical outlet or charging device to recharge its battery. There are two types of plug-in electric vehicles: battery electric vehicles and plug-in hybrid electric vehicles.

**Plug-in Hybrid Electric Vehicle (PHEV):** A vehicle that combines two propulsion modes in one vehicle – an electric motor that is powered by a rechargeable battery and a gasoline engine that can be refueled with gasoline.

**SAE J1772:** International standard plug for level 1 and level 2 electric vehicle chargers.

**Vehicle-to-grid (V2G):** A system in which plug-in electric vehicles communicate with the power grid to sell demand response services by either returning electricity to the grid or by throttling their charging rate.

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## VOUCHER GUIDELINES

The Charge Up! Program provides incentives for the purchase of new, eligible Level 2 and 3 electric vehicle (EV) chargers. **Please DO NOT purchase or install any chargers until you have received an approved voucher for your project.**

### FUNDING

Charger Type	*Maximum Amount Per Unit	Minimum Cost Share
Level 2 Single Port	\$5,000	None
Level 2 Dual Port	\$6,000	None
Level 3/DC Fast Charger	\$25,000	30% of total cost
<b>FUNDING CAP:</b>	<b>\$50,000 annually per applicant/site</b>	

*\*Actual reimbursement of funds to applicant may be reduced depending on final eligible invoiced costs.*

### GENERAL INFORMATION AND PROGRAM REQUIREMENTS

- The purpose of this program is to fund the purchase and installation of new electric vehicle Level 2 and 3 chargers to promote clean air alternative-fuel technologies and the use of low- or zero-emission vehicles.
- All projects will be considered for funding on a first-come, first-serve basis until program funds are exhausted. Eligible projects not selected for funding will be placed on hold until additional funding becomes available.
- Purchase and installation of private home-use EV chargers at single-family residences are not eligible for program funding. Property owners of multi-unit dwellings (MUDs) such as apartment complexes, condominiums, etc. are eligible to apply.
- Funding for this program is **not** a rebate and is not intended for the reimbursement of existing EV chargers that are currently installed and operational.
- The applicant may not purchase or install any new EV chargers prior to obtaining an approved voucher from the SJVAPCD. The purchase or installation of any new EV charger prior to voucher approval will be considered ineligible for funding. You will be issued a voucher once your project has been determined to be complete and eligible.
- Funding amounts listed in the funding table apply towards the charger, eligible installation costs and necessary signage. Costs that are ineligible for funding include, but are not limited to, the following: monthly network subscription fees, permitting and inspection fees, American with Disabilities Act (ADA) requirements, etc. **The SJVAPCD reserves the right to determine the eligibility of costs associated with the project. The final amount reimbursed to the applicant will be reduced if the final invoiced costs of eligible items are less than the maximum amount.**
- The SJVAPCD reserves the right to recoup any funding provided to the applicant and/or pursue any other legal actions deemed appropriate if, by the SJVAPCD's determination, the applicant did not provide accurate information, and/or fails to meet the requirements or intent of the program.
- For the duration in which the applicant is required to own and operate the EV charger(s) (*See Applicant Requirements*), SJVAPCD reserves the right to perform a site visit, as deemed necessary by the SJVAPCD, to view the EV charger(s) and location to confirm Program requirements have been met. SJVAPCD will coordinate any such visits with the applicant.
- The 2014 San Joaquin Valley PEV Readiness Siting Analysis was developed as a tool to help Valley businesses and agencies plan optimal locations for EV chargers. For guidance and assistance on designing your EV charging project, please refer to the Siting Analysis at: [www.valleyair.org/chargeup](http://www.valleyair.org/chargeup).
- Multiple applications may be submitted throughout the year from the same applicant; however, program incentives will be limited to the funding caps described above. The SJVAPCD reserves the right to increase the annual funding cap for an applicant if program participation and demand is low and funding is still available. Applicants will be contacted for additional funding consideration in this situation.
- EV chargers funded through the Charge Up Program cannot be co-funded through any other SJVAPCD incentive programs. Additional funding opportunities for your project may be available through other agencies and utility providers. The SJVAPCD strongly encourages applicants to take advantage of these opportunities where feasible to reduce out-of-pocket costs. Please visit the Charge Up website for information about additional funding opportunities: [www.valleyair.org/chargeup](http://www.valleyair.org/chargeup).
- If the new Level 2 EV charger(s) will be accessible to the public, the SJVAPCD recommends the EV charger(s) be available during hours that would be reasonably used by the public. Level 3 EV charger(s) must meet the site requirements identified in these guidelines.
- Accessibility of the EV charger(s) to the public at a workplace or MUD site will be at the discretion of the applicant and/or property owner.
- Unless written notification is provided stating otherwise, all applications submitted to the SJVAPCD will remain active and will be funded in the order received pending the availability of funds.
- The SJVAPCD has full discretion in regards to project funding and approval. Submittal of an application does not guarantee funding.



## APPLICANT REQUIREMENTS

The applicant must:

- Be a private entity (including non-profit organizations) or public agency intending to install EV chargers. Public agencies must be located within the boundaries of the SJVAPCD, which includes the following counties: San Joaquin, Stanislaus, Merced, Madera, Fresno, Kings, Tulare, and the valley air basin portion of Kern. Private entities located outside the SJVAPCD may apply for funding as long as the EV chargers will be installed at a site located within the SJVAPCD's boundaries.
- Receive an approved voucher from the SJVAPCD prior to purchasing or installing any EV chargers.
- Purchase and install the new EV charger(s) within six months from the execution date of the voucher. The voucher will identify the execution and expiration dates.
- Disclose any additional funding sources or other financial incentives and funding amounts received or to be received by the applicant towards the purchase and installation of the EV charger(s) in this project.
- If necessary, have the capital in addition to SJVAPCD funds to complete the proposed project within six months from the execution date of the voucher.
- Own, operate and maintain the EV charger(s) purchased through the program at the location identified in the voucher application for a minimum of 3 consecutive years, commencing from the date the EV charger(s) was installed and fully operational. If the applicant is required to relocate the charger(s) during the three year term, written notification must be provided to the SJVAPCD for consideration and approval **PRIOR** to the applicant taking any such actions.
- Have the new EV charger(s) installed by a licensed contractor who is qualified to perform or has the experience in the proper installation of the charger(s). Installation of the EV chargers must be in accordance with local, state and federal codes, permitting and inspection requirements, including California prevailing wage requirements.
- At a minimum and only if the EV charger(s) is publicly accessible, register the new EV charging site on the United States Department of Energy's (DOE) Alternative Fuels Data Center Station Locator. New charging stations can be submitted to the DOE via the following link: [http://www.afdc.energy.gov/fuels/electricity\\_locations.html](http://www.afdc.energy.gov/fuels/electricity_locations.html). Applicants are also encouraged to submit the location(s) of their new EV chargers to other EV charging websites such as [www.PlugShare.com](http://www.PlugShare.com).
- If requested, affix funding label provided by the SJVAPCD on the new EV chargers.

## SITE REQUIREMENTS

The site must:

- Be publicly accessible 24 hours a day/ 7 days a week if the project includes the purchase and installation of a Level 3 EV charger.
- Be owned by the applicant or the applicant must provide written permission by the property owner that the installation of the EV chargers is allowed.
- Be located within the SJVAPCD boundaries which consist of the following counties: San Joaquin, Stanislaus, Merced, Madera, Fresno, Kings, Tulare, and the valley portion of Kern.
- At a minimum, have one specified and clearly marked parking stall per EV charger.
- Have clearly marked parking stalls with all necessary signage as defined in the Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD) 2009 edition. Signs for EV charging must be visible to ensure utilization.
- Be safely and easily accessible, with adequate lighting and at a location that allows safe ingress and egress.
- Have proper directional signage alerting the public to the charger location.
- Not be a residence. Residential properties are ineligible as site locations regardless of their use as a place of business.
- Be at a location that is publicly accessible, a place of employment for the purpose of workplace charging, or a combination of both. The SJVAPCD maintains the sole discretion in determining the eligibility of the location as intended under the Program.

## EV CHARGER REQUIREMENTS

The EV charger(s) must:

- Be either a hard-wired or solar-powered Level 2 or 3 charger. Stand-alone solar-powered chargers must remain at the location identified in the application as required by the program. Please see the "Applicant Requirements" section for additional information.
- For level 2 chargers, meet the SAE J1772 standard.
- For level 3 chargers, meet the CHAdemo or SAE Combo standards.
- Be UL listed (certified by Underwriters Laboratories, Inc.).
- Have an open source protocol for payment if the applicant will require end-users to pay for charging.
- Have smart-charging capabilities to track usage.
- Have two separate charging ports originating from a single charger pedestal to be considered a dual port charger.