

# SMUD Commercial Electric Vehicle Procedures and Rebates Handbook

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Get plugged into the SMUD Commercial Electric Vehicle Program.

Last updated: February 2022



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## 1.0 Introduction

### 1.1 SMUD Commercial EV Program Mission

To align with statewide goals to reduce carbon emissions, the SMUD Commercial Electric Vehicle (EV) Program supports the growth of commercial vehicle electrification and the increased need for electric vehicle service charging equipment (EVSE) by offering direct incentives for both fleet vehicles and installed on-site EVSE. SMUD is looking to lead other municipal utilities in working with customers, contractors, and industry, along with state and local governments, to expand EV adoption and support EV market transformation.

## 2.0 CALeVIP

**The CALeVIP Sacramento County Incentive Project closed to new applications on October 24, 2021. For updates on CALeVIP applications submitted before October 24, 2021, please email [CommercialEV@smud.org](mailto:CommercialEV@smud.org) or Center for Sustainable Energy at [sacramento-calevip@energycenter.org](mailto:sacramento-calevip@energycenter.org)**

**New EV/EVSE projects can apply for incentives through SMUD's Commercial EV Program.**

Below is the original description of CALeVIP program:

The California Energy Commission (CEC) was charged by the California legislature to develop and implement the California Electric Vehicle Infrastructure Project (CALeVIP). The Center for Sustainable Energy (CSE) was chosen as the statewide implementor of CALeVIP. In March of 2019, SMUD became the first utility to directly partner with the CEC and CSE to provide \$1,500,00 in direct incentive dollars to help fund the CALeVIP program in our service territory. While the program administration is handled by the CEC and the CSE, SMUD is directly involved with the process and authorizes the incentives for CALeVIP Projects within its service area.

Please visit the CALeVIP [website](#) to review all CALeVIP program procedures and requirements and to apply for CALeVIP incentives. Customers can apply for incentives through CALeVIP's website, and once the Project is reviewed by CSE, SMUD will contact customer to ensure the Project meets SMUD Electric Service Requirements (ESRs), both Commercial Electric Vehicle Program Engineering Specification T017 and Commercial and Industrial Engineering Specification T004. Customer will be responsible for submitting the Project's one-line diagram to [CommercialEV@smud.org](mailto:CommercialEV@smud.org) to ensure the Project is in accordance with SMUD ESRs and to determine whether the Project site's current electric system infrastructure can support the additional EVSE electrical load.

Please see the CALeVIP Sacramento County Incentive Project website (linked above) for the most up to date and complete program details. Additional links to specific program documents are provided:

- [CALeVIP Program Implementation Manual](#)
- [CALeVIP Online Application](#)
- [CALeVIP Product Eligibility List](#)
- [SMUD Data Request for EV Meter Form](#)
- [Sacramento County Site Verification Form](#)

### 3.0 SMUD Commercial EV Program

SMUD offers incentives for new Electric Vehicles (hereinafter “Vehicles”) and EVSE installed within its service territory. The SMUD Commercial EV Program is designed to offer EVSE incentives for Projects which might not qualify for the CALeVIP Sacramento County Incentive Project. Customers may be eligible to participate in both programs but cannot receive both program incentives on the **same** unit. However, after maximum limits are reached in CALeVIP, additional qualifying handles in a Project may go through the SMUD Commercial EV Program. EVSE incentives include installation of Level 2 EV chargers and DC Fast Chargers (DCFC), as well as Level 1 EV chargers and stub outs (on a case-by-case basis). The program also offers incentives to support the replacement of electrical panels and transformers due to new EVSE loads. Customers participating in the Vehicle incentives must also participate in the EVSE incentives. However, the EVSE incentives can be offered as a standalone incentive and do not need to participate in the Vehicle incentives.

### 3.1 Incentives

The following SMUD incentives are available:

Electric Vehicle (EV) Fleet Incentives				
Classification	Duty Classification	Weight Limit	Incentive (per vehicle)	BEV Examples
Passenger car	Light duty	N/A	\$750	Bolt, BMW i3, Leaf (BEV)
Class 1	Light truck	0–6,000 pounds	\$750	Compact truck (BEV)
Class 2a	Light truck	6,001–8,500 pounds	\$750	1/2-ton truck or van (BEV)
Class 2b	Light/medium truck	8,501–10,000 pounds	\$750	3/4-ton truck or van (BEV)
Class 3	Medium truck	10,001–14,000 pounds	\$5,000	1-ton truck or van (BEV)
Class 4	Medium truck	14,001–16,000 pounds	\$5,000	Heavy 1-ton truck or van (BEV)
Class 5	Medium truck	16,001–19,500 pounds	\$5,000	2-ton truck or van (BEV)
Class 6	Medium truck	19,501–26,000 pounds	\$7,000	Beverage truck, single axle box (BEV)
Class 7	Heavy truck	26,001–33,000 pounds	\$7,000	Dual axle box vans, short haul tractor (BEV)
Class 8	Heavy truck	33,001 pounds+	\$15,000	Large semi tractors, dump trucks (BEV)

Electric Vehicle Service Equipment (EVSE) Incentives				
Item	Circuit	Average Charging Times	Incentive	Notes
Level 1	120V	8 – 20 hours	\$500/handle	Pilot program opportunity (case-by-case).
Level 2	240V	4 – 8 hours	\$4,500/handle	No additional network requirements.
Public DCFC >50kW	480V	30 minutes	\$30,000/DCFC unit	Must be available for public use.
School Bus Low Power DC Charger <25kW	208-480V	30-60 minutes	\$7,500/DCFC unit	Only available to schools. SMUD may consider other non-public large fleets on a case-by-case basis.
School Bus DCFC >50kW	480V	30 minutes	\$15,000/DCFC unit	Only available to schools. SMUD may consider other non-public large fleets on a case-by-case basis.
Transformer Upgrade Support	-	-	\$5,000/project	Only for projects that require transformer upgrade due to new EVSE load. Must be participating in SMUD Commercial EVSE program/installation.
Electrical Panel Upgrade Support	-	-	\$1,000/project	Only for projects that require panel upgrades due to new EVSE load. Must be participating in SMUD Commercial EVSE program/installation.
Stub outs	2-inch min. spare conduit stub	-	\$250/stub out	Pilot program opportunity (case-by-case).

## Incentive Details

- EVSE Incentives
  - Level 2 charger:
    - All units must be hardwired and installed in keeping with applicable program requirements and SMUD electrical service requirements.
    - All units must be fed through a SMUD EV data meter.
      - See Electric Service Requirement [T017](#) for more details
    - All units must be UL approved.
    - Networked EVSE units are not required. Non-networked units are accepted if they meet UL and program requirements.
    - Maximum 20 handles/ports can be incentivized per project. Note that some Level 2 EVSE are equipped with more than one handle/port.
  - Public DCFC >50 KW
    - All units must be publicly available 24 hours a day, 365 days a year.
    - All units must be hardwired and installed in keeping with applicable program requirements and SMUD electric service requirements.
    - All units must be fed through a SMUD EV data meter.
      - See Electric Service Requirement [T017](#) for more details
    - All units must be UL approved.
    - All units must be rated at 50kW minimum.
    - Maximum 2 units can be incentivized per project.
    - LCFS credits are not captured by SMUD (see Section 3.1.2)
  - School Bus Low Power DC Charger <25 kW

- Municipalities and school districts are eligible.
- Units may be “behind the fence” and are not required to be available for public use.
- All units must be <25kW and use DC charging.
  - Higher power AC chargers (>15kW) are not eligible
- All units must be hardwired and installed in keeping with applicable program requirements and SMUD electric service requirements.
- All units must be fed through a SMUD EV data meter.
  - See Electric Service Requirement [T017](#) for more details
- All units must be UL approved.
- Maximum 10 units can be incentivized per project.
- School Bus DCFC Charger >50 kW
  - Municipalities and school districts are eligible.
  - Units may be “behind the fence” and are not required to be available for public use.
  - All units must be >50kW and use DC charging.
  - All units must be hardwired and installed in keeping with applicable program requirements and SMUD electric service requirements.
  - All units must be fed through a SMUD EV data meter.
    - See Electric Service Requirement [T017](#) for more details
  - All units must be UL approved.
  - Maximum 2 units can be incentivized per project.
- SMUD Transformer Upgrade Support
  - SMUD transformer upgrade must be based upon EVSE loads only.
  - New construction projects (Ex. new buildings) are not eligible.
  - New service requests (new SMUD accounts) are not eligible.
  - Project must also involve installation of EVSE units participating in and incentivized by the SMUD Commercial EV program
- Electrical Main Service Panel Upgrade Support
  - Main electrical panel upgrade must be based upon new EVSE loads only.
  - New construction projects (Ex. new buildings) are not eligible.
  - New service requests (new SMUD accounts) are not eligible for the panel incentive.
  - Project must also involve installation of EVSE units participating in and incentivized by the SMUD Commercial EV program

### Low Carbon Fuel Standard (LCFS)

- In support of greenhouse gas emission reduction, the State of California adopted the Low Carbon Fuel Standard (LCFS) in 2009. The California Air Resources Board (CARB) developed regulations to implement the LCFS; these regulations provide for the generation of LCFS credits for electricity used as a transportation fuel. SMUD may receive LCFS credits pursuant to the LCFS Regulations and spends LCFS revenue (not SMUD ratepayer funds) on qualifying transportation electrification categories to benefit current or future EV drivers in California.
- As outlined in the program terms and conditions, for any Project receiving incentives under the SMUD Commercial EV Program (or CALeVIP), all Parties will release the LCFS credits attributed to the Project equipment to SMUD.
  - Publicly facing DCFC units >50kW are not eligible to participate in LCFS, nor will SMUD register LCFS credits with CARB.



- Projects may qualify for the SMUD LCFS credit sharing offering. Please refer to section 6.0 for detail on eligibility and process.

### 3.2 Additional Program Requirements

#### Product Eligibility:

- All qualifying vehicles must be Battery Electric Vehicles (BEV). Plug-in Hybrids (PEV) are not eligible for commercial incentives.
- All EVSE must be J1772, CCS, or CHAdeMO handled or charging port equipped.
- Qualifying Vehicles must be charged at an EVSE participating in the SMUD Commercial EV Program.
- Projects cannot receive incentive funding from BOTH CALeVIP and SMUD Commercial EV Program on the same EVSE unit.
- SMUD Commercial EV Program incentivized Projects can participate or stack incentives from other programs and state grant opportunities, but not from CALeVIP.
- All projects must receive a building permit and the project must be finalized by Authority Having Jurisdiction.
  - Self-inspecting agencies are allowed.
    - Please contact program staff for requirements.

#### Site Requirements:

- All EVSE units must be located at and powered by a SMUD commercial account.
- Properties that have both EVSE participating in SMUD's Commercial EV Program and non-participating EVSE will not be eligible for SMUD Vehicle incentives.

#### Electrical and Metering Requirements:

- SMUD Electrical Service Requirements (ESRs) must be followed, including **both** Commercial Electric Vehicle Program Engineering Specification [T017](#) and Commercial and Industrial Engineering Specification [T004](#).
- All EVSE on site must be recorded through a SMUD EV data meter.

### 3.3 Pilot Program Incentive Opportunities (Level 1 Chargers and Stub Outs)

SMUD will offer one-time incentives for certain Projects that provide unique value to the community. Qualifying Projects can apply for Level 1 chargers and stub out incentives. SMUD considers a stub out to be at least a 2-inch minimum spare conduit stub at each individual parking/charging space and run with pull rope that is sized, installed, and located per the National Electrical Code for future installation of wiring sized appropriately for the number of stub outs and installed chargers

#### Level I Chargers (Pilot opportunity only)

- Total units available are limited.
  - Contact program staff for details.
- All units must be hardwired and installed in keeping with applicable program requirements and SMUD electric service requirements.
- All units must be fed through a SMUD EV data meter.
  - See Electric Service Requirement [T017](#) for more details.
- All units must be UL approved.
- Networked EVSE units are not required. Non-networked units are accepted if they meet all UL and program requirements.

- Chargers must use a J1722 or CHAdeMO connector.

### EV Capable stub outs (Pilot opportunity only)

- Total units available are limited.
  - Contact program staff for availability.
- \$250 per stub out.
- Stub out maximum is limited to 40 units per project.
  - Additional limits:
    - Ten stub outs per incentivized participating EVSE charger
    - Pilot availability – Contact program staff directly

#### Requirements:

- All installed chargers and the stub outs' conduit runs or raceways must be routed through and fed by a SMUD EV data meter.
  - See Electric Service Requirement [T017](#) for more details.
- Installation of “raceway” (the enclosed conduit that forms the physical pathway for electrical wiring to protect it from damage).
- Adequate panel capacity to accommodate future installations of a dedicated branch circuit and charging station(s). Incentives for EV Capable stub outs will only be approved where the Project can demonstrate an equal number of vehicles on site.
- Each stub out must be at least a 2-inch minimum spare conduit stub at each individual parking/charging space.
- A pull rope that is sized, installed, and located per the National Electrical Code for future installation of wiring sized appropriately for the number of stub outs and installed chargers.
- For new construction, projects that meet code minimum requirements are not eligible for incentives. Only projects that go beyond code can receive incentives.

All EVSE equipment must have a minimum 5-year warranty provided in combination by the manufacturer and/or installer to protect the purchaser against defective workmanship, vehicle, or component breakdown.

### 3.4 Parties in the SMUD Commercial EV Program/Process

The SMUD Commercial EV Program is available to SMUD commercial customers who receive electricity from SMUD.

- The **Host Customer** must be the utility customer of record at the location where the Electric Vehicle Service Equipment (EVSE) is located. The Host Customer may also act as the Applicant. In circumstances where the Host Customer is not currently an active SMUD customer, the New Service request work order number and SMUD designer contact information must be submitted along with the application.
- The **Equipment Owner** is the owner of the equipment at the time the incentive is paid. In the case of a third party-owned Equipment (a leased EVSE unit, for example), the third party (or lessor) is the **Equipment Owner**.
- The **Applicant** is the primary contact for the application process and may also be the **Host Customer**, the **Installer**, and/or **Equipment Owner**.
- The **Incentive Payee** will be the recipient of the incentive and may also be the **Applicant**, **Equipment Owner**, **Installer**, or **Host Customer**.

- **LCFS Distribution Payee** will be the recipient of the shared LCFS credit value when the Project qualifies for LCFS credit sharing and may also be the **Applicant, Equipment Owner, Installer, or Host Customer**.
- **Installers** will be the entity that installs the EVSE units for a Project, and must possess a Contractors State License Board A, B, or C-10 contractor's license. In all cases, Equipment must be installed in conformance with the manufacturers' specifications and all applicable electrical and building codes and standards.

### 3.5 SMUD Vehicle and EVSE Contractors List

SMUD does not maintain a list of or endorse any one or more contractors. Outside agencies such as CALeVIP Connects publish lists of EVSE companies that many of our customers find helpful. SMUD provides a link to the CALeVIP Connects [list](#) for information and example only.

### 3.6 Project or Fleet Size

There is no limit on Project or fleet size; however, incentives are limited to 20 of each type per Project. (i.e., 20 Vehicles and 20 EVSE). Larger projects may be considered on a case-by-case basis and any additional funds over the 20 units would only be issued to Projects at program year-end if funds are still available.

### 3.7 Equipment Warranty

To be eligible for Program incentives, all EVSE equipment must have a minimum 5-year warranty provided in combination by the manufacturer and/or installer to protect the purchaser against defective workmanship, vehicle, or component breakdown.

### 3.8 SMUD EV Data Meters

To participate in the SMUD Commercial EV Program, SMUD Electrical Service Requirements (ESRs) must be followed ([T004](#) and [T017](#)). All Level 2 EVSE on site must be installed and recorded separately through a SMUD EV data meter. The installer must provide the SMUD EV data meter socket; the EV data meter will be provided by SMUD at no cost.

Customers are highly encouraged to contact SMUD prior to installation to coordinate meter location and equipment specifications. Information regarding Commercial EV data meters and SMUD's ESRs can be obtained at the following web sites:

- Commercial & Industrial ESR ([T004](#))
- Commercial EV ESR ([T017](#))

### 3.9 Permanency

EVSE equipment is intended to be in place for the duration of its useful life. Only permanently installed EVSE are eligible for incentives. This means that the Vehicle or EVSE Project must demonstrate adequate assurances of both physical and contractual permanence prior to receiving an incentive. Physical permanence is to be demonstrated in accordance with industry practice for permanently installed equipment. All equipment must be secured to a permanent surface. Any indication of portability, including, but not limited to, temporary structures, quick disconnects, unsecured equipment, trailer mounted EVSE, or platform, will deem the equipment ineligible.

### 3.10 Inspections and Certifications

SMUD reserves the right to perform inspections for each Project. The first, if required, will be after the Reservation of Incentive Form and required documents are received by SMUD. This initial inspection may audit the accuracy of the application, physical location, and

interconnection suitability of the Project. The second inspection may be performed after the Project is installed, and receipt of the Incentive Payment Request has been received by SMUD. This inspection may document the final vehicle and EVSE specifications, equipment characteristics, compliance with SMUD ESR [T017](#).

SMUD will not perform a formal NEC compliance inspection; however, wiring inconsistencies or concerns with electrical connections may be addressed. If a Project fails an inspection by either SMUD or the local authority having jurisdiction, the Applicant will have 30 calendar days from date of inspection failure to bring the Project into compliance, or the Project will be dropped from the incentive Program. If funds are still available, the Project may reapply for an incentive once the deficiencies are addressed.

### 3.11 Incentive Payments

Incentive payments can be made to any of the following:

- Host Customer.
- Equipment Manufacturer
- Installation Contractor
- Applicant

In no instance will SMUD split an incentive payment among the Parties. The Parties are free to have their own arrangements, but SMUD will only issue one payment.

### 3.12 Codes and Standards

The installation must comply with all applicable federal, state, and local laws, rules, regulations, and industry standards, including without limitation, city and county building codes, American Society for Testing and Materials-International (ASTM), Uniform Mechanical Code (UMC), National Electric Code (NEC), Uniform Building Code (UBC), California Building Code (CBC) and manufacturer installations specifications, as appropriate. EVSE installations must meet the highest industry standards in terms of safety, workmanship, reliability, and performance.

SMUD requires proof of all required City/County/State building permits for all EVSE installations. Installation shall be considered complete when the relevant City/County/State building permit has been signed off by the relevant authority and submitted to SMUD.

In no event is SMUD responsible for damages caused by the installation contractor. Any damage caused by the contractor or workers to the customer's property or premises shall be repaired at the contractor's expense.

## 4.0 Participating Project Process Flow

### 4.1 Projects Not Requiring SMUD Line Work

A complete and fully executed Reservation of Incentive form and supporting documents must be submitted to SMUD.

- Supporting documents include:
  - Plan set for Project including:
    - One-line Electrical diagram including load calculation on the main service panel.
    - Site plan calling out the location of EVSE and related equipment.

- Project schedule evidencing completion of Project within 18 months after submittal of Application.
- (Vehicles only) Purchase Order which is executed and signed by all Parties.
- Proof of project (any of these are acceptable)
  - Contract
  - Purchase order
  - Task authorization
  - Proof of an RFP being issued (local government or municipal agencies only)
- Copy of building permit application and plan check fee payment receipt.

Reserved incentives for Projects that fail to comply with any or all the above specified milestones will be released and redirected to other projects.

## 4.2 Projects Requiring SMUD Line Work

A complete and fully executed Reservation of Incentive Form and supporting documents must be submitted to SMUD.

- Supporting documents include:
  - Plan set for Project including:
    - One-line Electrical diagram including load calculation on the main service panel.
    - Site plan calling out the location of EVSE and related equipment.
  - Project schedule evidencing completion of Project within 18 months after submittal of Application.
  - (Vehicles only) Purchase Order which is executed and signed by all Parties.
  - Proof of project (any of these are acceptable)
    - Contract
    - Purchase order
    - Task authorization
    - Proof of an RFP being issued (local government or municipal agencies only)
  - Copy of building permit application and plan check fee payment receipt.
  - SMUD Rule 16 application and deposit must have been submitted and underway.

Reserved incentives for Projects that fail to comply with any or all the above specified milestones will be released and redirected to other projects.

## 4.3 Project Completion - All Projects

Upon completion of Project installation, Applicant must submit an Incentive Payment Request and supporting documents:

- Supporting documents must include:
  - Revised drawings (if applicable)
  - Proof of project completion and payment (i.e., final invoices)
  - Copy of signed off building permit
    - Self-inspecting AHJs must provide Professional Engineer (PE) stamp.
  - W-9 of Incentive Payee
  - W-9 for LCFS Distribution Payee (if different than Incentive Payee)
  - Photos of installed scope of work:
    - Electric vehicles
    - EVSE, including metering equipment

After ensuring all documents have been submitted, SMUD will:

- Schedule a site inspection, if required.
- Request an EV data meter be set by SMUD meter technicians.
- Record EVSE unit's data into the CARB database for LCFS registration.
  - Make, Model, Serial Number, SMUD account meter number, and GPS coordinates for each EVSE unit.

After EV data meter installation and notification from CARB of SMUD's success in registering the EVSE units, SMUD will issue incentive payments.

- Incentives usually take 10-14 business days from SMUD's issuance of the incentive request to be processed and mailed to Payees.

#### 4.4 Project Timelines

All timelines start the first business day after SMUD receives the completed set of documents at [CommercialEV@smud.org](mailto:CommercialEV@smud.org).

- Upon receipt of Reservation of Incentive form, SMUD has 30 days to process, accept or reject.
  - A confirmation email with an approved and countersigned Reservation of Incentive form is sent upon approval to both Applicant and Host Customer.
  - Notification of any rejected request will be provided by email.
- Applicant completes Project.
  - Projects not requiring SMUD line work are to be completed in 9 months.
  - Projects requiring SMUD line work are to be completed in 18 months.
  - Upon Project completion, Applicant will submit an Incentive Payment Request.
- Upon receipt of Incentive Payment Request, SMUD has 14 days to accept or reject it.
  - If Incentive Payment Request is accepted, SMUD will:
    - Request an EV data meter be set.
      - EV data meters are set within 10-14 days of request date.
    - Register the EVSE units with CARB.
      - CARB can take up to 8 weeks to complete registration. SMUD is unable to commit to a timeline on the CARB registration process.

If an issue is found, the Applicant will have 30 days to correct the document and resubmit the corrected documents. This will restart SMUD's 30-day processing time.

While SMUD will strive to meet these timelines, it is possible that SMUD may take longer to process an individual application/request due to unforeseen circumstances.

### 5.0 How to Participate

To be eligible for an incentive, the Applicant must submit a Reservation of Incentive form and required documents to [CommercialEV@smud.org](mailto:CommercialEV@smud.org). The customer and Project must meet all SMUD Commercial EV Program requirements prior to receiving approval for an incentive. All vehicle and EVSE units receiving incentives under the SMUD Commercial EV Program must be connected to the SMUD distribution system and have a SMUD EV data meter installed.

#### 5.1 Application Process

##### Applicant – Step 1

Submits Reservation of Incentive form

- Applicant downloads Reservation of Incentive form [here](#)
- Applicant fills out all fields and obtains applicable signatures on Reservation of Incentive form.
- Applicant sends signed Reservation of Incentive form and required additional documentation to SMUD via email at [CommercialEV@smud.org](mailto:CommercialEV@smud.org). See Section 4.0 for details on additional documentation.
  - If required supporting documents are not submitted with Reservation of Incentive form, the Applicant will be informed of the deficiency, and the Project will not be considered for approval. If the required documents are not received within 30 days, the application will be placed at the back of the queue.

## SMUD – Step 2

Receives Project documents at [CommercialEV@smud.org](mailto:CommercialEV@smud.org).

- Reviews Reservation of Incentive form and supporting documents.
  - Reviews one-line diagram and site plan drawings.
  - Pre-installation inspection may be scheduled.
  - Upon approval of the above, SMUD confirms the Reservation of Incentive and moves the Project to reserved status.
    - If Project is rejected, Applicant and Host Customer will be notified by email of required corrections needed.
- SMUD issues an email notifying Applicant and Host Customer of reservation acceptance along with a countersigned Reservation of Incentive.

## Applicant – Step 3

Submits Incentive Payment Request.

- After receiving email notification of Reserved Funds status, the Applicant completes vehicle purchase, EVSE installation, and gets a final building permit or other approval from the Authority Having Jurisdiction (AHJ).
  - Any Project scope changes since SMUD issued Reserved Status should be submitted at this time.
- Applicant downloads Incentive Payment Request form [here](#)
- Applicant submits the Incentive Payment Request and supporting documentation.
  - See Section 4.0 for details on supporting documentation.

## SMUD – Step 4

Receives Incentive Payment Request.

- Reviews documentation.
  - SMUD may schedule an inspection of the Project and Vehicles.
  - Program staff requests installation of EV data meter.
    - The meter shop will inspect to ensure adherence to SMUD ESRs ([T017](#) and [T004](#)) before installing the EV data meter.
    - If the Project fails the meter set inspection, the Applicant and Host Customer will be notified by meter shop regarding required repairs needed. Applicant and Host Customer have 30 days to correct, see section 3.10.
  - Once meter is installed, SMUD records relevant data with CARB to register EVSE chargers in LCFS database.

- EVSE data required includes:
  - Make, Model, serial number, SMUD account meter number and GPS coordinate for EVSE.
    - Note: one set of GPS coordinates can cover a maximum of three EVSE
- SMUD emails acceptance of the Incentive Payment Request to Applicant and Host Customer.

## SMUD – Step 5

Issues incentive payment only after the following:

- SMUD verifies the EV data meter is set and operational.
  - Expect EV data meter inspection and set approximately 10-14 business days after SMUD approval of the Incentive Payment Request.
- SMUD is notified by CARB that the EVSE units have been successfully registered to SMUD.
  - CARB approval can take up to 8 weeks for processing.
- SMUD requests incentive payment be mailed.
  - Approximately 14-28 days after EV data meter set and CARB approval notification.

## 6.0 SMUD Low Carbon Fuel Standard (LCFS) credit sharing option

EVSE Project sites which meet qualifying kWh usage thresholds will be eligible for biannual LCFS credit sharing payments thru the SMUD Commercial EV Program. These LCFS credit sharing payments are in addition to any Project incentives paid earlier.

The LCFS credit sharing option is for a five-year term and is renewable if agreed upon by both Parties. SMUD will capture and report all the LCFS credits following the CARB guidelines. SMUD will then bundle those credits and periodically sell the credits on the open market. While SMUD anticipates sales to occur on a rolling biannual or quarterly schedule, SMUD reserves the right to adjust the sales schedule based upon its business requirements and/or relevant state regulations or legislation.

Under this option, SMUD may share with LCFS Distribution Payee up to 90% of a qualifying Project's base or non-incremental LCFS credits. Additionally, SMUD offers up to 50% of the enhanced or incremental LCFS credits generated in connection with a qualifying Project due to SMUD procuring zero carbon electricity for the participating Project site.

SMUD keeps the remaining LCFS credits to use for transportation electrification programs, projects, and other CARB allowable transportation electrification uses in SMUD's service territory. To calculate base or non-incremental credits, CARB bases the number of LCFS credits generated upon the Carbon Intensity (CI) of the average energy found on the California Electricity Grid (Grid). While the Grid's CI is getting cleaner all the time, it is not yet zero carbon nor 100% renewable. EV customers are often also concerned about fossil fuels and their impact on our environment. To address such concerns CARB has also provided a pathway to enhance LCFS credit generation for projects which use zero carbon renewable energy. Providing a Project's EVSE units with this cleaner energy can enhance the number of LCFS credits generated by 20%-30%. SMUD is committed to providing zero carbon energy to all participating EVSE sites, which is not only good for our environment but will also allow the LCFS Distribution Payee to maximize a Project's return on LCFS generation.



## 6.1. LCFS Credit Sharing Qualifying Guidelines

To qualify for participation in the LCFS credit sharing option, an EVSE Project must register and consume 25,000 kWh of CARB recordable EV charging usage on the SMUD EV data meter during the biannual reporting/usage period.

Projects must continue to consume at least 25,000 kWh per biannual usage period in CARB reportable usage to remain qualified for LCFS credit sharing payments. If a Project drops below the qualifying level in a biannual reporting period, it will not receive payment for that time period. Payments will resume once Project hits the minimum kWh threshold in a biannual period. Any LCFS credits generated during the non-qualified period will not be rolled over to the next payment period.

Publicly-accessible DCFC units >50kW, of which SMUD has not registered LCFS credits, are ineligible for LCFS credit sharing.

## 6.2 LCFS Credit Sharing Distribution Payments

The LCFS Distribution Payee's LCFS payment will be based upon the actual dollar value SMUD receives from the sale of the LCFS credits generated by the LCFS Distribution Payee's EVSE Project.

LCFS Distribution Payee will receive a statement biannually (twice per year) with their LCFS payment confirming the number of LCFS credits sold, the price they were sold at, and the calculation used to arrive at the payment.

The first LCFS disbursement check will be issued based on the table below. This first check will include the qualifying biannual period LCFS credits value. This lead time is to allow SMUD to bundle and sell the biannual LCFS credits. Thereafter, the LCFS Distribution Payee will continue to receive checks on the regularly scheduled biannual payment date as long as their Project remains qualified.

<b>Biannual payment period</b>	<b>Check processed on or about</b>
January 1 <sup>st</sup> - June 30 <sup>th</sup>	November 30 <sup>th</sup>
July 1 <sup>st</sup> - Dec 31 <sup>st</sup>	May 31 <sup>st</sup>

Payments are mailed on or about May 31<sup>st</sup> and November 30<sup>th</sup>. Payments reflect the LCFS credits generated and sold from the prior biannual billing period.

In the unlikely event that SMUD is unable to finalize the sale before processing the LCFS Distribution Payee's biannual LCFS payment, the LCFS payment will continue based upon the stated price of the active contract. If the value of the LCFS shares price changes between payment issuance and final sale, SMUD reserves the right to adjust LCFS Distribution Payees' next biannual payment to true up the actual value received from the LCFS sale against the amount paid on the biannual payment

### 6.2.1 LCFS Credit Sharing Payment Example

Here is an example of a Project receiving payment for their LCFS credit sharing credits. In order to allow for the sale of the LCFS credits, the Project will qualify for LCFS credit sharing payments after the Project consumes 25,000 kWh of CARB reportable usage during the biannual period. The payments will be for the credits generated during the biannual participation period.

**Example payment and credit calculation:**

- Customer ABC installed an EV Project that completed and went live in the January/June biannual period, and records 25,000 kWh of CARB reportable usage during the period.
- Customer ABC becomes eligible for LCFS credit sharing payments.
- This 25,000 kWh of CARB reportable usage generated 25 LCFS base/non-incremental credits.
- SMUD supplied zero carbon electricity to Customer ABC’s 25,000kWh of CARB reportable usage, which generated an additional 6.25 in incremental/enhanced LCFS credits.
- SMUD sold both the base and enhanced LCFS credits on the open market for \$175/credit.
- SMUD shares the value of those credits with Customer ABC according to program terms and conditions at 90% of base/non-incremental LCFS credits and 50% of incremental/enhanced LCFS credits.
- Customer receives a payment of \$4,484.40 on or about November 30<sup>th</sup>.
- Biannual payments will continue for the term of the agreement if the Project stays qualified, with normal biannual payment windows of on or about May 31<sup>st</sup> and Nov 30<sup>th</sup> each year.

<b>Customer ABC: January-June Example Statement</b>							
Energy	CARB recordable kWh usage	LCFS generated	Value of LCFS sale	Value of LCFS sale	Customer ABC (LCFS Distribution Payee) Amount	SMUD portion	
Grid (base credits)	25,000	25	\$175	\$4,375	\$3,937.5	\$438	
Zero Carbon (enhanced)	25,000	6.25	\$175	\$1,094	\$547	\$547	
					Biannual payment	\$4,484.4	\$984.4

**7.0 Terms and Conditions for Program Participation**

As a condition of participation in the SMUD Commercial EV Program, all Parties must acknowledge and agree to the following terms and conditions, which supplement and are in addition to the program requirements described throughout this handbook and the contract attached to the Reservation of Incentive Form.

**7.1.1 Funds Available:** Applications are processed on a first-come, first-served basis, and incentive is subject to availability of funds.

**7.1.2 Program Timeline:** Effective date of this Program is January 1, 2020. Only vehicle purchases completed after this date, as identified by the bill of sale or contract date attached to the application submitted to SMUD, are eligible. Only EVSE installations completed after this date, as identified by the final building permit approval date attached to the application submitted to SMUD, are eligible.

**7.1.3 Incentives:** If the Project is installed as described on the Reservation of Incentive Form and all Program and Contract terms and conditions are complied with, including timely submission of all documents described in the SMUD Commercial EV Program Handbook, SMUD will pay an incentive to the entity designated as the incentive recipient. SMUD reserves the right to modify or cancel the incentive if the actual EVSE equipment, vehicles or installation of the equipment do not meet the SMUD Commercial EV Program guidelines, or if the Project fails inspection, and/or if the documents submitted fail to meet the requirements of the SMUD Commercial EV Program Handbook.

**7.1.4 Incentive Payment:** Payment will be mailed within 14-24 days subsequent to SMUD receiving and approving a Request with all required documentation.

**7.1.5 Disclosure of Other Incentives:** All Parties understand that other Program rebates, grants, forgiven loans, financial incentives, post-installation agreements, third party LCFS agreements, and performance payments are “other incentives” and must be disclosed to SMUD as soon as those “incentives” are made.

**7.1.6 Branding:** Equipment Owner and Host Customer agree to allow SMUD branding on all vehicles and charging equipment receiving incentives.

**7.1.7 Eligibility:** The SMUD Commercial EV Program is administered by SMUD for customers within its service territory. Eligible participants in the SMUD Commercial EV Program must be current electric distribution customers of SMUD at the facility (“Project Site”) where the EVSE and vehicles will be installed and operated.

**7.1.8 EV Requirements:** Host Customer must be a SMUD commercial customer and the vehicles under this incentive application must be registered and charged at a commercial address with an active meter receiving SMUD electric service, and on EVSE that are participating in and registered under the SMUD Commercial EV Program.

**7.1.9 Onsite EVSE:** All EVSE on the Project site must be participating in SMUD Commercial EV Program even if installed previously. Please contact program management if you have questions about EVSE eligibility at [CommercialEV@smud.org](mailto:CommercialEV@smud.org).

**7.1.10 Dedicated EV Data Meter:** All EVSE must be installed on a dedicated circuit, and a sub-meter box, or meter blank on main panel must be provided for EVSE which charge incentivized vehicle. A dedicated SMUD meter will be installed (by SMUD) on the circuit to measure electricity delivered to the EVSE. This SMUD meter must measure only electricity to the EVSE charging electric vehicles i.e., no other ancillary electricity to lighting, landscaping, other electricity load, can be fed through the EVSE meter.

**7.1.11 Charger Certification:** The EVSE must be new equipment, UL or equivalent certified by a National Recognized Testing Laboratory, installed for the first time, hardwired on a wall or pedestal mounting. EVSE must be installed by a qualified and licensed contractor in accordance with all state and local codes, permitting, and inspection requirements. All EVSE must utilize the SAE J1772 charge coupler (or equivalent).

**7.1.12 Vehicle Maintenance:** All Parties identified on the Application agree to maintain all EVSE and vehicles in good working order and to promptly repair any non- or under-performing equipment.

**7.1.13 Delayed Application:** In the event a vehicle is delivered before a Reservation of Incentive form is submitted a complete incentive application package must be received within 60 days of the vehicle purchase and delivery date. Applications are not considered to be received until all required documentation is complete and received at SMUD's offices. Failure to provide all the required documentation by this date may result in incentive ineligibility.

**7.1.14 Additional Documentation:** All Parties identified on the Application agree that SMUD reserves the right to request additional documentation prior to incentive payment. The incentive payment may be denied by SMUD if this condition is not met by all Parties.

**7.1.15 Disclaimer of Warranties:** SMUD makes no representations or warranties, expressed or implied, regarding the design, construction, reliability, efficiency, performance, operation, maintenance, or use of any incentivized equipment, vehicle or installation discussed, selected, rejected, purchased, or otherwise considered by All Parties identified on the Application, including without limitation any warranty of fitness for any specific purpose. Any decisions regarding the selection, design, purchase, installation, use and operation of any equipment or consideration or selection of any contractor shall be at the sole discretion and are the sole responsibility of the All Parties identified on the Application.

**7.1.16 Program Database:** All Parties identified on the Application shall agree to allow all information provided as part of the Commercial EV Reservation of Incentive and Incentive Payment Request process to be entered into a SMUD database that will allow SMUD to register the EVSE units with the California Air Resources Board (CARB) for Low Carbon Fuel Standard (LCFS) credit purposes. SMUD also will use all information provided in an internal database to record and track the project process and incentive payment. This information will be available to internal SMUD staff on this and other SMUD incentive programs.

**7.1.17 All Parties identified on the Application shall indemnify** defend, and hold harmless SMUD, its directors, officers, agents, and employees against all claims, loss, damage, expense, and liability asserted or incurred by other Parties, including but not limited to SMUD's employees, arising out of or in any way connected with participation in the Program and any incentive payment, and caused by the acts, omissions, intent or negligence, whether active or passive, of customer, its agents, employees, and suppliers, and excepting only such loss, damage, or liability as may be caused by the intentional act or the sole negligence of SMUD.

**7.1.18 Program Modification:** SMUD expressly reserves the right to modify, amend or terminate the SMUD Commercial EV Program, in whole or in part, at any time and for any reason without prior notice.

**7.1.19 Authority to Install Equipment:** All Parties identified on the Application represent that it has the authority to operate and install the vehicles and EVSE at the Project Site or have obtained the permission of the legal owner of the Project Site, for said construction Project. All Parties identified on the Application shall, at its own expense, obtain and maintain all licenses and permits needed to construct and complete the Project.

**7.1.20 Withdrawal:** The Host Customer and Equipment Owner agree that either of them may withdraw from the Project for any reason by providing written notice of such withdrawal to SMUD. In the event the Host Customer or Equipment Owner so withdraws, the application and reservation will be canceled, and the Host Customer alone will retain sole rights to the reservation. Host Customer further understands that if Host Customer fails to resubmit a Reservation of Incentive form at the time of Project withdrawal, the application will be terminated

in its entirety by SMUD, and any previously reserved incentive funding will be released. In that instance, Host Customer must apply for a new incentive reservation should Host Customer still wish to participate in the SMUD Commercial EV Program.

**7.1.21 No Endorsement by SMUD:** Host Customer and Equipment Owner understand that SMUD's review of the Project and Reservation of Incentive shall not be construed as confirming or endorsing the qualifications of the Applicant or any person(s) involved with the Project, including but not limited to the Project installer(s), designer(s), or manufacturer(s); endorsing the Project design; or as warranting the economic value, safety, durability, or reliability of the Project. The Host Customer is solely responsible for the Project, including the selection of any designer(s), manufacturer(s), contractor(s), or installer(s). Host Customer and Equipment Owner 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 SMUD. Host Customer and Equipment Owner shall not use SMUD's corporate name, trademark, trade name, logo, identity, or affiliation for any reason, without the prior written consent of SMUD.

**7.1.22 Dispute Resolution:** The parties to the application and reservation shall attempt in good faith to resolve any dispute arising out of or relating to the Program promptly by negotiations between SMUD's designated representative and an executive of similar authority from each party to the application and reservation. The disputing party must give the other party or parties written notice including a description of the dispute, and proposed resolution. Within thirty (30) calendar days after delivery of the notice, or such other time as all parties agree, the executives shall meet at a mutually acceptable time and place and shall 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 pursue other remedies, including mediation. All negotiations and any mediation conducted pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations, to which Section 1152.5 of the California Evidence Code shall apply, and Section 1152.5 is incorporated herein by reference. Notwithstanding the preceding provisions, a party may seek a preliminary injunction or other provisional judicial remedies if, in its judgment, such action is necessary to avoid irreparable damage or to preserve the status quo. Each party is required to continue to perform its obligations under this Contract pending final resolution of any dispute arising out of or relating to this Contract.

**7.1.23 Assignment:** No party shall assign its rights or delegate its duties without the prior written consent of SMUD. Any such assignment or delegation without the prior written consent of SMUD or its assignee, if any, shall be null and void. Consent to assignment shall not be unreasonably withheld or delayed. All Parties must provide assurance of the success of a Project if assigned by providing any additional information requested by SMUD.

**7.1.24 No Third-Party Beneficiaries:** The application is not intended to confer any rights or remedies upon any other persons other than signatories to the application.

**7.1.25 Date of Enactment:** These Terms and Conditions apply for all incentive application packages submitted/postmarked January 1, 2021 and subsequent.

**7.1.26 Renewable Energy Credits:** Participation in the SMUD Commercial EV Program does not grant the ability to claim renewable energy credits or any carbon savings through participation in the Program.

**7.1.27 HOV Lane Access:** No additional benefits except as explicitly stated in the Program documents, including HOV lane access or parking privileges, are granted by participation in the SMUD Commercial EV Program. Customers must check with state or local jurisdictions regarding those benefits.

**7.1.28 Low Carbon Fuel Credits:** All Parties agrees that all LCFS credits allowed by the State of California's Low Carbon Fuel Standard (LCFS) credits program generated at the Project site shall be the property of and belong to SMUD and shall take all action and execute all documents to effect SMUD's rights. All other parties agree not to take any actions to generate such credits to its account. All other parties further agree to take all actions necessary and provide any documents required to assign any generated credits to SMUD. **Publicly-facing DCFC units >50kW are not eligible to participate in LCFS credit sharing. SMUD will not register LCFS credits with CARB from publicly-facing DCFC units >50 kW.**

#### **Additional Terms and Conditions for qualifying LCFS credit sharing participants**

**7.1.29 Participation Agreement:** SMUD will return any LCFS credit value due biannually to the LCFS Distribution Payee of the qualified Project as listed in the Incentive Payment Request, and no other parties shall have any claim against SMUD for such value.

**7.1.30 Qualification of Projects:** Qualified Projects are those that consume a reportable 25,000 kWh per biannual usage period of CARB reportable usage.

**7.1.31 Participation Start:** Participation in the program offering will become active the biannual period after a Project site has obtained the qualifying level of 25,000 kWh per biannual usage period in CARB reportable EV usage

**7.1.32 Credit valuation:** Value of the LCFS credits for purposes of participation is based upon the actual contracted value of the credits being sold through SMUD's LCFS sales process.

**7.1.33 Payment dates:** Biannual LCFS credit sharing payments will be mailed to LCFS Distribution Payee listed on the Incentive Payment Request on or around November 30, and May 31, of each year.

**7.1.34 Credit Value Statement:** The LCFS Distribution Payee will receive a statement biannually affirming the number of LCFS credits sold, the price they were sold at, and the calculation used to arrive at the sharing payment value.

**7.1.35 True up Provision:** In the unlikely event that SMUD is unable to finalize a LCFS credit sale before processing the LCFS Distribution Payee's payment, the LCFS credit sharing payment will continue based upon the stated price of the active contract. If the value of the LCFS shares price changes between LCFS Distribution Payee's payment issuance and final LCFS sale, SMUD reserves the right to adjust the next biannual payment to true up the actual value received from the LCFS credit sale.

#### **7.1.36 Length of Term:**

The term of the credit sharing option shall be for a 5-year period in exchange for incentive all Parties assign all rights to LCFS credits to SMUD.

**7.1.37 Tax Responsibilities:** LCFS Distribution Payee is responsible for any and all taxes and liabilities incurred in connection with the receipt of LCFS credit sharing biannual payments.

**7.1.38 Project Re-Qualification:** Projects must continue to consume at least 25,000 kWh per biannual usage period in CARB reportable usage to remain qualified for LCFS credit sharing payments. If a Project drops below the qualifying level in a biannual reporting period, it will not receive payment for that time period. Payments will resume once Project hits the minimum kWh threshold in a biannual period. Any LCFS credits generated during the non-qualified period will not be held or later credited to the LCFS Distribution Payee. LCFS payment example: In order to allow for the sale of the LCFS credits, the LCFS credit sharing payments will start once the minimum threshold is reached in a biannual period.

**Ex:** EVSE Project goes live during January/June biannual period, and records 25,000 kWh during the period. The Project would then qualify for participation in the LCFS credit sharing offering.

Full participation would start during the July-December biannual period. LCFS Distribution Payee could expect the sale of their LCFS credits generated during their first biannual period to be completed and payments mailed on or about November 30<sup>th</sup>. Biannual payments will continue as long as the Project remains qualified, with normal payment windows of on or about May 31, and Nov 30<sup>th</sup>.