



Smart Charging Infrastructure Pilot (SCIP) Program

Program Terms and Conditions

Version 1.2

Terms and Conditions

Definitions

Dominion Energy Virginia: Virginia Electric and Power Company, doing business as Dominion Energy Virginia.

EV Supply Equipment (EVSE): Electric vehicle (EV) supply equipment used for charging EVs. The conductors, including the ungrounded, grounded, and equipment grounding conductors, the electric vehicle connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatuses installed specifically for the purpose of delivering energy from the Premises (defined below) wiring to the electric vehicle.

EV Service Connection: Utility infrastructure from the distribution system to the meter, which may include, but is not limited to, cable, conductors, conduit, transformers and associated substructures from the utility distribution system.

EV Supply Infrastructure: Infrastructure from the meter, but not including the meter, to the EVSE, this may include an electrical panel, cable and conduit necessary to deliver power to the EVSE.

Charger Network Fee: Fee associated with operating and accessing the charging network remotely, including connection to charging network and data contracts.

Smart Charger(s): Qualified EVSE hardware and software (charging equipment) capable of managed charging.

Port: The part of the charging station that connects to the electric vehicle.

Participant: The entity participating in the SCIP Program that owns, leases or manages the premises where the Smart Chargers are installed (the "Premises"). The Participant is also the non-residential or non-jurisdictional customer of record for Dominion Energy Virginia and will be responsible for paying for the energy delivered to the Smart Charger.

Public Access: Facilities that are open, accessible and safe to the public 24 hours a day, 7 days a week (24/7).

Managed Charging: Charging equipment functionality that allows a utility or third-party to remotely control vehicle charging by turning it up, down, or off to better correspond to the needs of the grid.

Make-Ready Infrastructure: The infrastructure that prepares a site for the installation of EVSE, encompassing EV Service Connection and EV Supply Infrastructure. Make-ready also includes the charger network fee associated with operating and accessing the charging network remotely, including connection to charging station network and data contracts.

SCIP Program Overview

The Smart Charging Infrastructure Pilot Program ("**SCIP Program**") was approved by the Virginia State Corporation Commission in Case No. PUR-2019-00154 as part of Dominion Energy Virginia's Grid Transformation Plan and under the provisions of the Commonwealth of Virginia's Grid Transformation and Security Act of 2018.

The SCIP Program will provide rebates for qualifying make-ready infrastructure and purchase and installation of approved electric vehicle charging equipment (smart charger(s)) by Dominion Energy Virginia's non-residential customers. The SCIP Program will be available beginning on October 29, 2020 and continuing until the SCIP Program reaches capacity. Rebates will be available on a first come, first serve basis, while funding lasts. Dominion Energy Virginia has selected the firm of Guidehouse Inc. ("**Guidehouse**") as the SCIP Program Administrator.

SCIP Program Eligibility

Eligible SCIP Program Participant criteria include the following:

- **Dominion Energy Virginia Customer:** Program Participant must be a current Dominion Energy Virginia non-residential customer who is responsible for the electric bill and is the owner of the facility or reasonably able to secure permission to complete measures, as demonstrated in writing in its application.
- **Utility Rate:** Program Participant must be billed on a Dominion Energy Virginia non-residential electric rate tariff.
- **Customer Segments:** Program Participant must fully meet the eligibility criteria in one of the following four distinct customer segments detailed below.
 - A. **Multi-Family:** Multi-unit housing communities with at least 10 tenants, that install qualified Level 2 charging equipment contained in the Qualified Smart Charger(s) list.
 - B. **Workplace:** Places of employment with at least 10 employees, that install qualified Level 2 charging equipment contained in the Qualified Smart Charger(s) list.
 - C. **Fast Charging:** Facilities that are open, accessible and safe to the public 24/7 that install qualified DC fast charging equipment contained in the Qualified Smart Charger(s) list.
 - D. **Transit:** Transit agencies with electric transit buses or plans for electric transit buses that install qualified DC fast charging equipment contained in the Qualified Smart Charger(s) list.

Project requirements under the SCIP Program include the following:

- **Charging Station:** Projects must involve a new installation, use all new equipment, have a dual port configuration, and be contained in the approved Smart Charger(s) list.
- **Installation Compliance:** All installed equipment must meet program

specifications and meet or exceed state, federal and local codes and requirements.

- **Operational and Communicating:** Smart charger(s) must be installed, operating and communicating prior to submitting rebate application.
- **Operations and Maintenance:** All installed equipment must meet or exceed operations and maintenance conditions for a minimum of five years as defined within the SCIP Program Terms and Conditions.

Incentive Payment Limits

Rebate levels are provided and agreed upon in the individual SCIP Program application. The SCIP Program has a limited budget and will only be able to process applications to the extent that allocated funds are available and reserved to a particular project. Rebate funds shall be considered available and reserved to a particular project when Participant completes the “Confirm” stage of the rebate application. The total rebate amounts the SCIP Program Participant receives from all sources (which may include but is not limited to, utilities, state or federal programs, manufacturer, retailer or otherwise), cannot exceed Participant’s total cost of purchasing the smart charger(s), installing the EVSE, and constructing the make-ready infrastructure.

The SCIP Program rebates will cover materials and labor costs associated with qualifying make-ready infrastructure and smart charger(s). The Make-Ready Rebate includes funds for utility-side infrastructure on a per site basis,¹ customer-side infrastructure on a per site basis, and charger network fee on a per charger basis. The Smart Charger rebate includes funds for approved charging equipment on a per charger basis. The Smart Charger rebate does not include shipping/delivery, warranty and maintenance. The rebates will be the lesser of the cost detailed below

¹ Proof of payment for a DEV Work Request is required to receive the utility-side make ready infrastructure rebate.

The SCIP Program requires a minimum number of smart charger(s) installed per site and limits the number of rebates per site by customer segment, as detailed below.

		Multi Family	Workplace	DCFC	Transit
Make Ready Rebate	<i>Utility Infrastructure</i> <small>(per site)</small>	\$-	\$-	\$35,000	\$35,000
	<i>Customer Infrastructure</i> <small>(per site)</small>	\$9,000	\$9,000	\$33,000	\$33,000
	<i>Network Fee</i> <small>(per charger)</small>	\$2,000	\$2,000	\$5,000	\$5,000
Smart Charger Rebate	<i>Equipment</i> <small>(per charger)</small>	\$4,000	\$2,700	\$36,000	\$53,000
	<i>Chargers per Site</i>	Min = 1 Max = 4	Min = 1 Max = 10	Min = 2 Max = 4	Min = 1 Max = 6

Make-Ready Rebate		
Cost Category	Cost Component	Description of Cost Component
Utility-Side Infrastructure	Transformer	Materials and labor costs associated with the procurement and installation of a new transformer. Costs vary depending on capacity rating and number of phases.
	Service Connection	Materials and labor costs associated with running primary cable to customer site. Costs vary whether primary cable is located overhead (part of EV Service Connection) or underground (part of EV Supply Infrastructure).
Customer-Side Infrastructure	Sub-Metering	Materials and labor costs associated with procurement and installation of utility meter associated electric vehicle charging.
	Breaker Panel Upgrade	Materials and labor costs associated with upgrading customer electrical breaker panel. Costs include installation of additional breakers in existing panel, or installation of new panel, breakers, and sub-meter connection.
	Customer Feeder Installation	Materials and labor costs associated with running conduit and wiring from customer electrical breaker panel to charging hardware. Costs vary whether conduit is surface mounted or requires trenching (whether soil or asphalt / concrete).
	Charger Installation	Materials and labor costs associated with connecting / installing the charging station (excluding charger hardware).
Charger Network Fee	Charger Network Fee	Fee for operating and accessing the charging network remotely, including connection to charging station network and data contracts.
Smart Charger Rebate		
Charging Equipment	Charger Hardware	Materials costs associated with procurement of charging hardware. Costs vary based on power level, display features, networking components, and access control features of charging station.

*Station = two ports or dual port configuration

Application Review Process

Application Review: All applications for rebate must be submitted online via [Dominion Energy Virginia's SCIP Program Application Portal](#). Program applications are not a guarantee of program acceptance or rebate payment. Completed applications will be reviewed in the order received. Rebate funds are reserved when Participant completes the Confirm stage of the rebate application.

Limited Budget: The SCIP Program has a limited budget and will only be able to process applications until allocated funds are reserved.

Participant Support: SCIP Program applicants are encouraged to contact the program team at DominionEnergySCIP@guidehouse.com or by calling **1-833-644-0830** during business hours (M-F from 8am to 5pm EST) with any questions about documentation or program requirements.

Payment Process

Application Submission: Rebate application must be submitted within 45 calendar days of project completion.

Confirm Participation: Customer must confirm participation in the SCIP Program within 14 calendar days of receiving eligibility email.

Payment Form: All incentives are paid as a one-time rebate in the form of checks or direct deposits, not utility bill credits.²

Payment Process Time: Please allow up to 90 calendar days from the date all required information is received and your rebate is approved, to process and receive your rebate.

Escheatment/Stopping Payment: Checks will be valid for 90 calendar days from the date of issue. If requested, uncashed checks can be reissued to the payee throughout the duration of the Dominion Energy Virginia SCIP

program. Uncashed checks will not be reissued upon expiration of the Program's Term.

Installation Period: As a valued Dominion Energy Virginia customer who has been confirmed to participate in the SCIP program, you have up to 90 calendar days from the date of confirmed participation, to install and provide the required documentation for rebate approval. As this program is a first come first serve program, we strongly encourage you to complete your installation and submit your remaining information for rebate approval as quickly as possible. We are not able to reserve funding for partially complete or rejected projects and/or rebate applications. If you have any questions or concerns, please contact the program at DominionEnergySCIP@guidehouse.com.

Additional Terms

The following terms and conditions shall apply and form the agreement ("Agreement") between Dominion Energy Virginia and the Participant:³

- **Program Term:** Funds available until 12/31/2022 or exhaustion, whichever occurs first.
- **Smart Charger(s):** Participant must select and procure approved Smart Charger(s) from the Dominion Energy Virginia list of qualified equipment accessed through the SCIP Program website. SCIP Program Participants are responsible for coordinating and installing the EV Supply Infrastructure and EV Service Connection at the site. Participant shall install, operate and maintain the number and type of the smart charger(s), associated equipment and signage as selected by Participant and approved by Dominion Energy Virginia. Participant shall also maintain network connectivity for a minimum of 5 years.

² Proof of payment for a DEV Work Request is required to receive the utility-side make ready infrastructure rebate.

³ These Program specific terms and conditions are in addition to the terms and conditions of service currently on file with the

Virginia State Corporation Commission and contained in any agreement between the Participant and any other vendors or installers.

Participant acknowledges that Dominion Energy Virginia makes no representations or warranties regarding manufacturers, dealers, contractors, materials or workmanship of the smart charger(s). Participant agrees that Dominion Energy Virginia has no liability whatsoever concerning the quality and safety of such products.

- **EVSE Operation and Maintenance:** SCIP Program Participant is required to maintain the EVSE for the full 5-year term from the operational date of the installed EVSE. Participant will pay all operations and maintenance costs associated with the installed Smart Charger(s). Participant shall maintain a minimum uptime of 98% for the installed EVSE.
- **Permission to Use Data:** Participant grants Dominion Energy Virginia, its agents and representatives the right to access and use all data gathered as part of the SCIP Program for Dominion Energy Virginia, its agents and representative, use in regulatory reporting, ordinary business use, industry forums, case studies or other similar activities, in accordance with applicable laws and regulations.
- **Personally Identifiable Information (PII):** Participant grants consent for use of Participant PII submitted in the customer application as required for intake, tracking, approval, processing and disbursement of program rebates in accordance with applicable laws and regulations. Participant also grants consent for release of Participant PII by Network Provider to third party SCIP Program administrator, Guidehouse, as a condition for receiving any rebate.
- **Inspections:** The SCIP Program reserves the right to have its representatives enter and leave the Participant's Premises and inspect all projects to verify compliance with the SCIP Program rules and the accuracy of project documentation. This may include pre-installation and/or post-installation inspections, verification of installed equipment, metering, data collection, interviews and utility bill data analyses or monitoring data analysis. Participants are required to allow access to project documents and the facility where the Smart Charger(s) are installed for a period of five years after receipt of any rebate from Dominion Energy Virginia.
- **Right to Access:** SCIP Program Participant shall not restrict access to or use of the Smart Charger(s) for reasons including, but not limited to, race, color, religion, age, sex, national origin, ancestry, physical or mental disability, or any basis prohibited by applicable law. However, under the terms of the SCIP Program, Participant may decide whether to make the EVSE available to the general public or whether to make the Smart Charger(s) available only to its employees or tenants.
- **Custom Pricing:** SCIP Program Participant may determine any pricing required for EV drivers to charge their vehicle, however the Participant is required to submit to Dominion Energy Virginia the prices and fees it will implement at its location and any means for communication such pricing and fees to customers
- **Environmental Attributes:** Any environmental attributes (for example, any carbon credits for avoided carbon emissions) resulting from the installation of smart charger(s), the charging capacity of smart charger(s) or the volume of electric vehicle charging occurring from smart charger(s) belong to, and are the sole right, title and property, of Dominion Energy Virginia.
- **Duty to Notify:** SCIP Program Participant has a duty to promptly notify Dominion Energy Virginia when Participant becomes aware of any unsafe, inoperable or damaged equipment including equipment defaced or otherwise marked by graffiti.
- **Accessibility Requirements:** The installation of the Smart Charger(s) and make-ready infrastructure is required to comply with the Americans with

Disabilities Act (ADA) and Virginia Building Standards. SCIP Program Participants are responsible for the costs of complying with these standards as they relate to the installation of Smart Charger(s) and make-ready infrastructure. Participant understands and accepts that changes to initial design representations may occur during the design, construction and operational phases of the smart charger(s) and make-ready infrastructure as may be dictated by design constraints, by law or regulation or by local jurisdictional authorities.

- **Privacy:** Dominion Energy Virginia and its representatives will handle all customer information in compliance with Dominion Energy Virginia's Privacy Policy.
- **Disclaimer:** Program Participants are advised that they assume all liabilities incurred by them, or third parties, as a result of their SCIP Program participation. Neither Dominion Energy Virginia nor Guidehouse make any guarantee of the performance or operation of the Smart Charger(s). EACH OF DOMINION ENERGY VIRGINIA AND GUIDEHOUSE EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESSOR IMPLIED, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. Dominion Energy Virginia and Guidehouse have no obligations regarding and do not endorse or guarantee any claims, promises, work or equipment made, performed or furnished by any contractors or equipment vendors that sell or install any Smart Chargers. Neither Dominion Energy Virginia nor Guidehouse is responsible for the proper disposal/recycling of any waste generated as a result of this project. Neither Dominion Energy Virginia nor Guidehouse is liable for any damage caused by the operation or malfunction of the installed equipment. If funding for any fiscal year is reduced or deleted by the Commonwealth or any other governmental authority, court, commission or agency, or if allocated

funds are otherwise depleted, Dominion Energy Virginia shall have the option to discontinue the SCIP Program with no liability to Participant.

- **Tax Liability:** It is the Participant's sole responsibility to investigate any potential tax liability associated with the receipt of any rebate received pursuant to the Program, and Participants are urged to seek appropriate consultation concerning any such tax liabilities. Dominion Energy Virginia is not responsible for any taxes that may be imposed on Participant as a result of its receipt of payment. A W-9 for LLC, individual, partnership and property management companies must be provided with all applications.
- **Representations:** Participant understands that its participation in SCIP Program shall not be construed as creating any agency, partnership, or other form of joint enterprise between the Participant, Dominion Energy Virginia, or their affiliates, contractors, vendors, representatives or designees nor create any obligations or responsibilities on their behalf except as may be expressly granted in writing, nor make any representations of any kind to this effect. Participant represents and warrants that (a) it is either (i) the fee title owner and has the ability to grant any requested easement, or (ii) it is the duly authorized manager of the proposed SCIP Program site working with the fee title owner, (b) it has the power, authority and capacity to bind itself to undertake the SCIP Program terms and conditions and to perform each and every obligation required of Participant, and (c) such fee title owner has the ability to grant the easement.
- **Changes:** Dominion Energy Virginia may initiate changes to the SCIP Program in its sole discretion as necessary to comply with Virginia SCC directives. Dominion Energy Virginia shall endeavor to provide Participant with advance notice of any such changes.

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- **Compliance with Laws:** Each party shall comply with all applicable federal, state, and local statutes, rules, regulations, laws, orders and decisions that relate to or govern its participation in the SCIP Program and/or Participant's interactions with customers in connection with the SCIP Program.
 - **Failure to Comply with Terms and Conditions:** Without limitation, and to the greatest extent allowed by law, Dominion Energy Virginia and Participant reserve the right to seek damages and recovery for losses incurred due to any breach of this Agreement on the part of Participant or Dominion Energy Virginia, whether intentional or unintentional.
 - **Relocations:** Should Participant request relocation of EVSE or parts thereof within five years of the date Participant receives the rebate, such relocation shall be according to mutually agreeable terms and with the consent of Dominion Energy Virginia, which consent shall not be unreasonably withheld, and shall be at the sole expense of Participant and in accordance with any SCIP Program requirements, laws, regulations or other applicable jurisdictional requirements. Additionally, if requested by Dominion Energy Virginia, Participant shall include the legal description of the new location.
 - **Dominion Energy Virginia Termination or Suspension:** Dominion Energy Virginia may terminate, or for any duration, suspend Participant's participation in the SCIP Program, with or without cause, at any time, and for any reason, with any advance notice. Such reasons may include, but are not limited to: failure to provide or maintain terms of easement, failure to abide by SCIP Program terms and conditions, permitting issues, exceptional installation costs, environmental concerns, or any other reason(s) not in the best interests of the SCIP Program or Dominion Energy Virginia or its customers, as determined in the sole discretion of Dominion Energy Virginia.
 - **Participant Removal or Termination:** Should Participant request removal of the EVSE or terminate its participation in the SCIP Program prior to five (5) years from the operational date of the EVSE, Participant shall be solely responsible for the full cost and expense of such removal as well as actual costs, as circumstances may dictate, for losses incurred by Dominion Energy Virginia, such as pro-rated costs of equipment, site design and installation.
 - **Indemnification:** Non-governmental Participants agree to indemnify, hold harmless and defend (i) Dominion Energy Virginia and Guidehouse, as well as their authorized subcontractors (ii) their respective affiliates, subsidiaries, and parent companies, and (c) the officers, managers, directors, agents, representatives, and employees of all such entities, from and against all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), which arise from or are in any way connected with or related to any: (i) injury to or death of persons, including, but not limited to, employees of Dominion Energy Virginia, Guidehouse or Participant; (ii) injury to property or other interests of Dominion Energy Virginia, Guidehouse, Participant, or any third party; (iii) violation of a local, state, or federal common law, statute or regulation, including but not limited to environmental laws or regulations; (iv) strict liability imposed by any law or regulation; so long as such injury, violation, or strict liability (as set forth in (i) - (iv) above) arises from or is in any way connected with or related to Participant's performance of, or failure to perform, this Agreement. This indemnification obligation shall not apply to the extent that such injury, loss or damage is caused by the gross negligence or wilful misconduct of Dominion Energy Virginia, Guidehouse, their respective officers, managers, or employees. Participant shall, on Dominion Energy Virginia's or Guidehouse's request, defend

any action, claim, or suit asserting a claim which might be covered by this indemnity, using counsel acceptable to Dominion Energy Virginia or Guidehouse, as applicable. Participant shall pay all costs and expenses that may be incurred by Dominion Energy Virginia or Guidehouse in enforcing this indemnity, including reasonable attorney's fees. To the extent necessary, each party was represented by counsel in the negotiation and execution of this Agreement.

- **Limitation of Liability:** In no event shall the liability of Dominion Energy Virginia or Guidehouse, or either of its directors, officers, agents or employees, exceed the amount of the rebate payment paid to a Participant under the SCIP Program.
- **Insurance Requirements:** Participant, and any contractor hired to install the equipment, shall procure, carry and maintain the following insurance coverage:

A. Personal or Commercial General Liability

1. The limit shall not be less than One Million Dollars (\$1,000,000) each occurrence for bodily injury, property damage and personal injury or such other insurance protection, as reasonably requested by Dominion Energy Virginia, in its sole discretion.
2. Coverage shall: a) By endorsement add Dominion Energy Virginia, its directors, officers, agents and employees as additional insureds with respect to liability arising out of work performed by or for the 'Participant'; b) Be endorsed to specify that the 'Participant' insurance is primary and non-contributory to any insurance or self-insurance maintained by Dominion Energy Virginia.

B. Additional Insurance Provisions

1. Before commencing performance of work under this Agreement, Participant shall furnish Dominion Energy Virginia with certificates of insurance and endorsements of all required insurance for Participant.
 2. Dominion Energy Virginia may inspect the original policies at any time.
 3. Upon request, Participant shall furnish Dominion Energy Virginia evidence of insurance for Participant's agents or contractors.
- **Casualty:** If all or any portion of the EVSE or the Participant's property are damaged or destroyed by fire or other casualty which materially and adversely affects the operation of the EVSE (any, a "Casualty"), Participant shall have the right to terminate the Agreement by written notice to Dominion Energy Virginia in which event the Agreement shall terminate on the date that is 10 days after the receipt of termination notice by Dominion Energy Virginia. In the event of any Casualty which materially and adversely affects the operation of the EVSE, Dominion Energy Virginia shall have the right to terminate the Agreement by written notice to Participant within 14 days after the Casualty, in which event the Agreement shall terminate on the date that is 10 days after the date of Dominion Energy Virginia's termination notice and Dominion Energy Virginia may elect to remove or replace the EVSE from the Participant's property.
 - **Enforceability:** If any of the provisions, or application of any of the provisions, of this Agreement are held to be illegal or invalid by a court of competent jurisdiction or arbitrator/mediator, Dominion Energy Virginia and Participant shall negotiate an equitable adjustment in the provisions of this Agreement with a view toward effectuating the purpose of this Agreement. The illegality or invalidity of

any of the provisions, or application of any of the provisions, of this Agreement will not affect the legality or enforceability of the remaining provisions or application of any of the provisions of the Agreement.

- **Integration:** This Agreement, including all items incorporated herein by reference, constitutes the entire agreement and understanding between the Parties as to the subject matter of the Agreement. It supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between parties, whether oral or written, express or implied, that relate in any way to the subject matter of this Agreement. This Agreement has been induced by no representations, statements or agreements other than those expressed herein. Neither party shall be bound by any prior or contemporaneous obligations, conditions, warranties or representations with respect to the subject matter of this Agreement.
- **Survival:** The provisions of this Agreement which by their nature should survive expiration, cancellation or other termination of this Agreement, including but not limited to provisions regarding warranty, indemnity, insurance, confidentiality, document retention, business ethics and availability of information, shall survive such expiration, cancellation or other termination.
- **Force Majeure:** Neither party shall be in breach of the Agreement to the extent that any delay or default in performance is due to causes beyond the reasonable control of the delayed or defaulting party (“Force Majeure Event”), provided that the delayed or defaulting party immediately notifies the other party of the Force Majeure Event, an estimate of the duration of the Force Majeure Event, and the delaying or defaulting party’s plan to mitigate the effects of the delay or default.
- **Affiliated Representatives:** Any indemnification of Dominion Energy Virginia and any limitation of Dominion

Energy Virginia’s liability shall to the same extent apply to Dominion Energy Virginia directors, officers, employees, agents and Guidehouse, and the directors, officers, employees and agents thereof.

- **Notices:** Each party shall designate a representative for the receipt of notices, which may be changed from time to time. All notices required to be given under the Agreement shall be in writing and delivered by fax, personal delivery, e-mail or U.S. mail. Notices shall be effective upon receipt, or such later date specified in the notice. Notices given to Participant shall be addressed to the address information supplied in the Participant’s application to participate in the SCIP Program. Notices given to Dominion Energy Virginia shall be addressed to:

Dominion Energy Virginia Smart Charging Infrastructure Program
2000 Lenox Drive
Suite 100
Lawrenceville, NJ 08648
United States

Acknowledgement and Term:

All parties agree to abide by the terms and conditions of this Agreement for participation in the Smart Charging Infrastructure Program including all requirements included by reference. The duration of this Contract (the “Term”) will commence on the date Participant’s Smart Charger(s) becomes operational and will continue in effect for five (5) years thereafter (unless otherwise earlier terminated pursuant to the terms herein).