

# **EV Charger and Installation Rebate Program Terms and Conditions**

May 16, 2025 through December 31, 2025 Version 1.1.0

These Terms and Conditions, including all documents referred to herein, constitute the entire agreement (the "Agreement"), made and entered into between Commonwealth Edison Company ("ComEd") and a qualified residential customer (the "Customer") for participation in the ComEd EV Charger and Installation Rebate Program (the "Program") whereby ComEd is offering rebates for the installation of electric vehicle charging stations for qualified residential customers.

## **Program and EV Charger Installation Qualifications**

The Program offers rebates for the installation and purchase of Level 2 chargers that are "smart," ENERGY STAR® certified, and NRTL certified.¹ Program rebates cover EV charger(s) and installation costs including, but not limited to, contractor labor, conduit, cables, fasteners, mobile chargers, and electric panel(s). Mobile chargers are only eligible if they meet the above charger requirements ("smart," ENERGY STAR® certified, and NRTL certified) and the chargers are associated with installation work. Power splitters, and similar cord sets, are not eligible for Program rebates. Self-installed chargers are not eligible for a rebate. Charger installation must be completed before submission of a Program application.² Customers are not required to show ownership or lease of an EV to qualify for a Program rebate. Chargers must be purchased on or after February 1, 2024 (see **Program Effective Dates** for more information).

Participant and project requirements under the Program include the following:

- As a condition of receiving a Program rebate, ComEd requires the Customer seeking a rebate to be enrolled in one of the available supply
  rate options for a minimum of three years:
  - 1) ComEd's Basic Electric Service Hourly Pricing program ("Rate BESH")
  - 2) A time-variant supply rate offered by an Alternative Retail Electric Supplier ("ARES"), or
  - 3) The Residential Optimization pilot.
    - o If a customer signs up for one of the above rate options, moves within the ComEd service area, and takes their charger with them, they are expected to continue on an hourly rate at their new premises.
    - Applicants shall not take chargers from premises in an EIEC to a non-EIEC premises.
- Single-family and multi-family property tenants who have a residential ComEd account qualify for rebates under the Program. For commercial account holders, refer to the <u>EV Make-Ready Rebate Program</u>.
- Expenses that qualify for rebates include the EV charger cost and installation costs that include electrical infrastructure work, whether located on the customer side or ComEd side of the meter. ComEd, its administrator, and its subcontractor reserve the right to make the final determination on whether costs will be considered as qualified installation costs.

#### **Rebate Payment Limits**

A Customer who identifies as either low-income ("LI") (if the family's³ adjusted gross income for the prior year is at or below 80% of the statewide median, shown in the "Low-Income Limit (LIL)" table on the <u>U.S. Department of Housing and Urban Development</u> site) or lives in an Environmental Justice/Restore, Reinvest, Renew ("EJ"/"R3") community at the time of charger installation qualifies for the LI/EIEC Rebate Level. An EJ or R3 community can also be referred to as an <u>Equity Investment Eligible Community</u> ("EIEC"). Customers need to meet only one of the two categories of LI or EIEC to qualify for the **LI/EIEC Rebate Level**. Customers that do not meet the criteria of LI/EIEC would be limited to the **Base Rebate Level**.

The Program offers the following rebates and rebate maximums:

Measure	LI/EIEC Rebate Level	Base Rebate Level
Level 2 (L2) Smart Charger(s) and Installation Costs	Up to \$3,750	Up to \$1,000 for projects with installation dates before June 1, 2025  Up to \$2,000 for projects with installation dates on or after June 1, 2025

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<sup>1 &</sup>quot;Smart" EV chargers can be connected to the internet and provide EV owners the ability to remotely control when their EV is charging.

<sup>&</sup>lt;sup>2</sup> Completed charger installation means the EV charger is installed, energized, and verified as operational.

<sup>&</sup>lt;sup>3</sup> Persons in households who are related by blood, marriage or adoption constitute the "family"

Any individual Customer (a unique electric account or ComEd account holder) will be limited to a one-time rebate value of up to \$1,000 for projects with installation dates before June 1, 2025, up to \$2,000 for projects with installation dates on or after June 1, 2025; or up to \$3,750 for Customers who are eligible for the LI/EIEC Rebate Level through December 31, 2025, from the Program.

Per the U.S Department of Energy Efficiency and Renewable Energy, EV installers in the State of Illinois must comply with Illinois code 83 II.

Adm. Code 469--this certification is a requirement.<sup>4</sup> To qualify for a Program rebate, Customers must use a contractor that has its Electric Vehicle Charging Station Installer Certification from the Illinois Commerce Commission (ICC) which is active at the time of the project installation of the EV charger and associated hardware, or be an approved Electric Vehicle Service Provider (EVSP) at the time of installation. If the Customer has an Electric Vehicle Service Provider (EVSP) complete their project work and wishes to reassign their Program rebate to the EVSP, the rebate authorization form must be signed by the Customer and submitted with the Program application. The rebate payee on the form must match the EVSP who performed the project work at the Customer site for rebate authorization to be approved. To receive a rebate payment, contractors participating in the EV Rebate Service Provider (EVSP) network must include the anticipated Program rebate amount as a deduction on the Customer invoice.

The total rebate paid cannot exceed 100 percent of the installation cost, which includes the EV charger(s), material, and labor. Additional federal, state, and local rebates may be stacked with these Program rebates. The combined ComEd rebate and any additional rebates cannot exceed 100 percent of the total installation costs.

### **Program Effective Dates**

Program rebates for the purchase and installation of EV chargers are offered until approved Program funds are exhausted or the end of the Program term on December 31, 2025, whichever comes first. Upon the launch of the Program on February 1, 2024, interested customers will be able to access a program application via the ComEd Clean Energy website.<sup>5</sup> Customers will have 90 calendar days from the completed EV charger installation to apply for Program rebates—customers that are not eligible for the LI/EIEC Rebate Level must have completed the charger installation on or after January 1, 2025 and must apply within 90 days of installation. EV charger purchases/installations completed before February 1, 2024, do not qualify for Program rebates. Customers with a qualifying charger, who did not purchase the charger or acquired the charger using points from their vehicle manufacturer are only eligible for a rebate for costs associated with the installation of the charger. Customers who received a charger (did not purchase the charger) must provide proof that it was received on or after February 1, 2024.

### **Application Review Process**

Interested Customers will be able to access the Program application via the ComEd Clean Energy website -https://comed.com/cleanenergy. To ensure compliance with law, ComEd will track, store, and report on all data points required by 20 ILCS 627/45(h) and (i), including demographic and geographic data for each applicant and person or business. These attributes, along with the required supporting documents to be collected from a Customer in their application submittal, constitute a complete application.

All applications will be reviewed to ensure the information submitted is complete and accurate, the Customer account information and Contractor information (including, but is not limited to, the registration number for the contractor's Electric Vehicle Charging Station Installer Certification from the ICC) is correct, and the supporting documentation submitted contains the required information. Submitting false and/or misleading information in connection with your application may be grounds for application denial or termination from the Program. Project documentation, including but not limited to dated invoices showing a balance of \$0 (indicating they are paid) for the purchase and installation of the EV charger, serial number, photos of the installed EV charger, and product specification sheet(s), are required. The location or Customer name on the invoice(s) must be consistent with the application information. The project invoice must provide sufficient detail to separate the installation cost from the cost of other services that may not qualify for rebates under this Program.<sup>6</sup> ComEd, its administrator, and its subcontractors reserve the right to request additional supporting documentation as deemed necessary. The Customer acknowledges and understands that it is necessary for ComEd, its administrator, and its subcontractors to store, use, and share the information contained in this application, as well as information collected in connection with this project. Therefore, the Customer hereby authorizes ComEd, its administrator, and its subcontractor to collect, store, and consider Customer data for its internal and Program purposes.

Any application entered will be assessed based on the information contained within that individual application and all applications and associated materials received. Application decisions may be made based on prior information received including information from application materials from prior submissions.

If the Customer is a property tenant, the Customer must certify to ComEd and its administrator that the Customer has the right to perform the EV charger installation work for which a rebate is being sought at the property or have otherwise obtained consent from the property owner or landlord to complete the EV charger installation work.

Customers are advised to retain a copy of any documentation regarding the purchase and installation of EV chargers submitted to the Program. Customers shall upload all supporting documentation needed to satisfy the program requirements. The rebate will be processed solely based

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<sup>&</sup>lt;sup>4</sup> Electric Vehicle Charging Station Installer (illinois.gov)

<sup>&</sup>lt;sup>5</sup>Completed charger installation means the EV charger is installed, energized, and verified as operational.

<sup>&</sup>lt;sup>6</sup> Expenses that qualify for rebates include EV charger cost and installation costs that include electrical infrastructure work, whether located on the customer side or ComEd side of the meter.

on the documented installation costs. ComEd, its administrator, and its subcontractors may determine that certain submitted costs do not qualify under the Program requirements and may be excluded from the rebate calculation. ComEd, its administrator, and its subcontractors reserve the right to request additional documentation or verification steps be completed by the Customer to aid in verifying charger operational status.

Where allocated funding is exhausted, and if additional funding becomes available, Applications will be reviewed in the order that complete applications have been received. Customers shall allow up to 8 weeks from the submission date of a complete and error-free application for a rebate check to be mailed out. A completed application includes submission of all required, supplemental documentation as outlined for each Program.

Any Customer who submits an incomplete application will be notified of deficiencies upon review of the application; the application will not be processed until all information is received. Customers are encouraged to call the program hotline at 888-871-0345 if they have any questions about application or documentation requirements.

#### Inspections

ComEd, its administrator, and its subcontractor reserve the right to inspect all EV charger installations to verify compliance with Program rules and the accuracy of installation documentation. This may include pre-installation and/or post-installation inspections, metering, data collection, interviews, and utility bill data analyses. Upon reasonable notice, Customer must allow access to project documents and the location where the EV charger was installed for a period of five years after receipt of a Program rebate payment.

#### **Program Changes and Conflicting Terms**

ComEd reserves the right to change, modify, or terminate the Program at any time, with or without notice, and without any liability to the Participant except as expressly stated herein. ComEd will honor all written commitments made in the Agreement provided prior to the date of any change, modification, or termination of the Program, subject to the Participant meeting the requirements otherwise provided for under this Agreement.

#### Tax Liability

Rebates may be taxable under federal and state tax codes and, if more than \$600, will be reported to the IRS unless the customer provides acceptable proof that it is exempt from payment of such applicable taxes. In any event, ComEd is not responsible for any taxes that may be imposed as a result of the Customer's receipt of a rebate, or for providing legal or accounting advice regarding such. Customer should consult with its tax accountant or advisor regarding potential tax liability.

## **Disputes/Governing Law**

This application shall be exclusively governed by and interpreted in accordance with the laws of the State of Illinois. Any litigation between the parties shall be prosecuted only in the state or federal courts located in Cook County, Illinois.

## **Toxic Materials**

Neither ComEd, nor its consultants, contractors, and/or subcontractor shall have any responsibility for the discovery, presence, handling, removal, disposal of, or exposure to hazardous materials of any kind in connection with customer's facility, including without limitation, asbestos, asbestos products, PCBs, or any other toxic substances.

#### **Limitations of Liability**

Customer hereby agrees to defend, indemnify and hold harmless ComEd, its administrator, its consultants, contractors, and subcontractors, and their respective officers, employees, agents, assigns, and successors-in-interest ("Indemnified Parties") from and against any third party claims, damages, losses, liability, costs (including attorney's fees and expenses) for bodily injury to any person (including death resulting therefrom) and property damage arising out of or in connection with the program.

Customer agrees that ComEd and administrator, its subcontractors of any tier and each of their affiliated companies, officers, directors, agents, employees, and assigns are not liable for any consequential or incidental damages, or for any damages in tort connected with or resulting from participation in this Program. ComEd, its administrator, or its subcontractors of any tier do not warrant the proper completion of work or performance of installed products, expressly or implicitly. ComEd reserves the right to refuse payment of a rebate if Customer fails to first submit to ComEd a complete and accurate application form. Customer agrees that ComEd and administrator and its subcontractors of any tier and each of their affiliated companies, officers, directors, agents, employees, and assignees shall in no way be liable or responsible for any equipment installed by, or for any act or omission of, any other entity or individual, including, without limitation, the equipment manufacturer or any electrician, technician, or other service provider. ComEd's and administrator's and its subcontractor's liability and responsibility in connection with this Program shall be strictly limited to the making of certain rebate payments for qualified installations, and ComEd and administrator or any of its subcontractors do not make, will not provide and specifically disclaims any and all representations, warranties, covenants or guarantees whatsoever, express or implied, in connection with the qualified equipment or the Program itself, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. The Customer must contact the installation contractor or product manufacturer for details regarding product performance and warranties. ComEd and administrator and its subcontractors are not a party to any sales transaction between the Customer and the installer, manufacturer, or dealer.

To the fullest extent allowed by law, Customer shall indemnify, defend, and hold harmless ComEd, administrator and its subcontractors and their affiliated companies, and the officers, directors, agents and employees for any injury or damage to any persons or property arising from

ComEd and administrator's and its subcontractors access and use of the equipment, or caused by any breach of this Agreement by Customer, Customer negligence, or that of Customer household members, agents, servants, employees, tenants, licensees, invitees, tenant's invitees, or independent contractors. Customer shall fully indemnify, defend and hold harmless ComEd, administrator, subcontractors and its present and future direct and indirect parents, subsidiaries and affiliates, their officers, directors, shareholders, employees, representatives and agents from and against any and all claims, actions, costs, damages, judgments, suits, demands, losses and liabilities, arising from (a) any claim by Customer or a third party for physical injury or physical damage to or physical destruction of property that is not caused by ComEd, administrator or its subcontractor's negligence, and (b) claims resulting from Customer's breaches of this Agreement.

## **Customer Responsibilities**

Customer, at their own expense, is responsible for meeting all requirements and complying with all local and state laws and codes concerning this rebate Program, including without limitation, the installation and maintenance of qualified infrastructure.

#### Claw-back Provision

ComEd reserves the right to recover funds in the event that an approved applicant violates the terms and conditions listed herein. If the terms and conditions are violated, the approved applicant will be given the opportunity to correct any violation prior to any action by ComEd.

#### Information Release

Customer agrees that ComEd may include in reports filed with the Illinois Commerce Commission or other applicable regulatory, industry organization, or legal authority, certain information obtained by ComEd from Customer, including Customer's name, ComEd services provided, and other application details.

### Market Research and Program Evaluation

Customers participating in this Program may be contacted by administrator, ComEd, or assigned subcontractors to participate in ComEd's study of uses, practices and preferences to improve future electrification programs and encourage greater clean electric technology deployment.

Terms and conditions apply. Offers subject to change.

The ComEd EV Charger and Installation Rebate Program is funded in compliance with state law.

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EV Charger and Installation Rebate Program Application Form\_2025\_FINAL\_0516

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# Updates to the Terms and Conditions

# Current version: 1.1.0

Version Number	Effective Date	Updates
Version 1.0.0	December 30, 2024	
Version 1.1.0	May 16, 2025	Updated the table showing the maximum rebate levels
		Updated the text describing the maximum rebate level per individual Customer to specify how the Base rebate level is dependent on the installation date
		Added text describing that application decisions may be made based on information from prior application submissions