



Empower EV Terms and Conditions

The following Terms and Conditions apply to all Pacific Gas and Electric Company (PG&E) Empower EV Applications submitted on and after the program launch.

1. Eligibility

- a. To be eligible for Empower EV, the applicant (“Applicant”) must:
 - i. Be a customer of PG&E with an active residential Electric Service Agreement.
 1. PG&E gas-only residential customers who receive electric service from a municipality are not eligible.
 2. Applications with a vehicle registered at an address that has a commercial account for their PG&E Electric Service Agreement are not eligible.
 3. Community Choice Aggregation (CCA) and Direct Access (DA) customers are eligible.
 4. The name on the PG&E Service Agreement does not need to match the Applicant’s name.
 - ii. Meet the income requirements for Empower EV by either:
 1. Providing evidence of categorical eligibility through current enrollment in one of the following public assistance programs at the date of purchase or lease of the EV:
 - a. Women, Infants, and Children (WIC)
 - b. Clean Vehicle Assistance Program (CVAP)
 - c. Driving Clean Assistance Program (DCAP)
 - d. Drive Clean in the San Joaquin
 - e. Replace Your Ride (RZR)
 - f. Clean Cars for All (CC4A)



- g. Low Income Home Energy Assistance Program (LIHEAP)
 - h. CalFresh/SNAP (Food Stamps)
 - i. CalWORKs (TANF) or Tribal TANF
 - j. Head Start Income Eligible (Tribal only)
 - k. Supplemental Security Income (SSI)
 - l. Medi-Cal for Families (Healthy Families A & B)
 - m. National School Lunch Program (NSLP)
 - n. Bureau of Indian Affairs General Assistance
 - o. Medicaid/Medi-Cal (under age 65)
 - p. Medicaid/Medi-Cal (age 65 and over)
2. OR, providing evidence that the Applicant's household income is equal to or less than 400% of the Federal Poverty Level (FPL).
- a. As defined by PG&E Empower EV program, "household size" means the taxpayer(s) and any individuals who are claimed as dependents on the federal income tax return filed for the same year of the purchase or lease date of the vehicle.
 - b. As defined by PG&E Empower EV program, "gross income" includes both taxable and non-taxable income. This includes, but is not limited to, the following: Wages, unemployment, workers' compensation, Social Security, Supplemental Security Income, public assistance, veterans' payments, survivor benefits, pension or retirement income, interest, dividends, rents, royalties, income from estates, trusts, educational assistance, alimony, child support, assistance from outside the household, and other miscellaneous sources.



- c. As proof of income eligibility, Applicant must provide:
- i. A completed and signed IRS Form 4506-C for each person over the age of 18 included on the Applicant's filed tax return, regardless of filing status, for the year in which the Applicant's vehicle was purchased or leased. Dependents of the Applicant that were 17 or younger on the date of vehicle purchase or lease do not need to complete a 4506-C regardless of their age at the time of submitting the Application.
 - ii. The most recent tax return available will generally be used for income verification. For example, an applicant applying before the deadline to file their 2022 tax return will be asked to fill out a 4506-C for their 2021 tax return.
- iii. Submit an Empower EV application within 6 months after acquiring a purchased or leased Battery Electric Vehicle (BEV) or Plug-In Hybrid Electric Vehicle (PHEV).
1. Register the vehicle at the same Service Address corresponding to the Applicant's residential PG&E Electric Service Agreement. The address on the application must match the address listed on the vehicle registration card and the Service Address associated with the PG&E Electric Service Agreement.
 2. The date of purchase or lease shall be the date listed on the purchase or lease contract. If purchased in a private party sale and not purchased from a registered dealer, the Transfer Date on the new owner's Certificate of Title shall be considered the date of purchase. For private party sales, if the transfer date is missing from the Certificate of Title, additional documentation may be required to confirm the vehicle purchase date.



- iv. If the Applicant receives a service panel upgrade through Empower EV, the Applicant must use the program's licensed electrician, Eagle Systems International dba. Synergy Companies for panel upgrade work and is financially responsible for any costs above the \$2,000 project cost cap.
 - 1. Applicants will be required to sign a separate contract with the program's licensed electrician, agreeing to the Eagle Systems International dba. Synergy Companies' Terms and Conditions and directly paying the electrician for any project costs above the \$2,000 cost cap.
- v. Each PG&E customer household is only eligible to receive the Empower EV program offerings one time
- vi. Agree to the Empower EV Terms and Conditions

2. Collection and Use of Applicant Data

- a. Applicant data will be collected both during the application process and after the EV charger distribution. Data collected will include, but is not limited to:
 - i. Applicant's contact information
 - ii. Program eligibility information, including utility account information, income information, and vehicle information
 - iii. Charger utilization data
 - iv. Household energy use data
 - v. Optional survey information
 - 1. Data collected will be used to determine program eligibility and to better understand energy demands, EV charging habits, and possible improvements to program design. Data that is shared publicly will not include any personally identifiable information.



3. Electric Rate Plan Assignment

- a. Applicants approved to participate in Empower EV will be automatically enrolled in the EV2-A Time-of-Use (TOU) rate plan and must remain on the rate for a minimum of six billing cycles. Applicants may change their rate plan after six billing cycles if desired. More information about rate plans is available at pge.com/evrates.

4. Safety

- a. If at any time during the program and/or the installation of the project, PG&E or Synergy Companies, in either sole's discretion, determines any project conditions, implementation, or participation in the program creates or potentially may create unsafe situation or adversely impacts the reliability to provide electric or gas service, PG&E may instruct, or Synergy Companies independently, may terminate or suspend the Applicant's participation in the Program until such time as PG&E or Implementer determines, such safety or adverse conditions have been satisfactorily resolved.

5. Disclosure and Rights

- a. The Program and the Terms and Conditions of the PG&E Empower EV Program are subject to change, and the Program can be terminated at any time by PG&E and/or the California Public Utilities Commission (CPUC). PG&E and the CPUC are authorized to modify Program Terms at any time. All Customer Project details, results, reports, energy usage data, or other identifiable information, may be used internally by PG&E for purposes outside the Program and shall be made available to the CPUC upon request.

6. Release and Indemnification

- a. Applicant agrees to release and hold harmless PG&E, its officers, directors, shareholders, employees and contractors from and against any and all causes of action, damages, losses, claims, expenses, demands, costs (including attorneys' fees and expenses and all court, arbitration or other dispute resolution costs), or any of them, resulting from, arising out



of, or in any way directly connected with this Program, Applicant's receipt of the Rebate, failure to receive the Rebate, any taxes associated therewith, or Applicant's vehicle registration or registration status. PG&E makes no representations or warranties regarding whether Applicant will or will not qualify to receive the Rebate.