

# **Borough of Chambersburg, PA**



## **Commercial EV Charging Station Application/Agreement**

**January 1, 2024**

**Commercial EV  
Charging Station Application/Agreement**

The Borough of Chambersburg electric customer (“Applicant”) makes application to the Borough of Chambersburg (the “Borough”) to install and operate a Commercial Electric Vehicle (“EV”) Charging Station connected with the Borough electric system.

**Prerequisite – Applicant must be in compliance with the Borough’s retail electric tariff, rules and regulations, the applicable tariff classification and rates, and all other Borough ordinances.**

**Applicant should retain a copy of this Application/Agreement for its records.**

**Section 1 – Applicant (Customer) Information**

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Customer Account Number: \_\_\_\_\_ Estimated In-Service Date: \_\_\_\_\_

**Note: If facility is to be newly constructed, the account number will be added by the Borough when the account is created by the Borough for the facility.**

Facility Location (if different from above): \_\_\_\_\_

Telephone (Daytime): \_\_\_\_\_ (Evening): \_\_\_\_\_ Email Address: \_\_\_\_\_

**Section 2 – Electric Service**

Will this installation be for a residence or a business? Residence  Business

Will this installation be on an existing or new service? Existing  New

If New, List Service Size Requested: \_\_\_\_\_

**Section 3 – EV Charging Station Details**

Does the Station Include Level 2 or Level 3 DCFC? Level 2  Level 3

Quantity of independent charging Ports per Type? Level 2: \_\_\_\_\_ Level 3: \_\_\_\_\_

Equipment Manufacturer, Model Name & Number: \_\_\_\_\_

Max Installed Power Rating in kW<sub>AC</sub>: \_\_\_\_\_

Single Line Diagram (Required) attached? Yes

Site Plan (Required) attached? Yes

**Section 4 – Equipment Certification**

At all times in which the EV Charging Station is connected with the Borough’s electric system, the EV Charging Station and associated equipment must be compliant with the current National Electric Code and the Borough’s Technical Requirements unless the requirement is specifically waived in writing by the Borough. In addition, the EV Charging Station and associated equipment must be compliant with the applicable American National Standards Institute (ANSI) and Underwriters Laboratories (UL) standards, including but not limited to the following: ANSI/UL 2202 (DC Charging Equipment for Electric Vehicles), ANSI/UL 2594 (Electric Vehicle Supply Equipment), UL 2750 (Outline of Investigation for Wireless Power Transfer Equipment for Electric Vehicles), UL 9741 (Electric Vehicle Power Export Equipment), ANSI/UL 2231-1 (Personnel Protection Systems for Electric Vehicle Supply Circuits: General Requirements), and ANSI/UL 2231-2 (Personnel Protection Systems for Electric Vehicle Supply Circuits: Particular Requirements for Protection Devices for Use in Charging Systems) (or subsequent approved revisions of the foregoing). By signing this Application/Agreement in Section 9, Applicant certifies that the installed equipment and technology meet the preceding requirement(s) **and Applicant has attached the manufacturer’s documentation** for verification.

**Section 5 – Installation Details**

**Note: All electrical work relating to the installation and connection of the EV Charging Station must be performed by a Borough-licensed Master Electrician and meet the requirements of the current National Electric Code and any other applicable Borough requirements.**

Equipment Installation Contractor:

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Person (if different from above): \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Borough Licensed Electrician (if known at time of application):

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Person (If other than Above): \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Borough Master Electrician License No.: \_\_\_\_\_ Proposed Installation Date: \_\_\_\_\_

**Section 6 – Applicant Insurance Disclosure**

The terms and conditions detailed in Section 8 of this Application/Agreement contain provisions related to liability and indemnification and should be carefully considered by Applicant. Applicant is not required to obtain liability insurance coverage as part of this Application/Agreement; however, Applicant is advised to consider obtaining appropriate coverage in consultation with its insurance advisor.

**Section 7 – Application Fee**

The application fee for service shall be \$250, subject to change by resolution of Town Council. The non-refundable Application Fee is to be paid by Applicant when the Application/Agreement is submitted to the Borough.

**Application Fee (Required) enclosed?** Yes  If mailed separately, Date and method sent: \_\_\_\_\_

**Section 8 – Terms and Conditions**

- a. **Land Use Regulations.** Prior to installation of the EV Charging Station, the EV Charging Station must be approved through the land use approval regulations pursuant to the Code of the Borough of Chambersburg. A Land Use Permit Application, which must be signed by the property owner of the parcel on which the EV Charging Station is to be located, can be obtained from the Borough website at [www.chambersburgpa.gov](http://www.chambersburgpa.gov) or Borough Hall at 100 S. Second Street, Chambersburg, PA 17201.
- b. **Contribution in Aid of Construction.** Applicant shall pay for associated line extension and transformer costs related to the installation and connection of the EV Charging Station to the Borough’s electric system (the “Contribution in Aid of Construction”). Upon approval of Applicant’s request to install the Commercial EV Charging Station, the Borough will provide Applicant with an estimate of the Contribution in Aid of Construction. Applicant shall pay the estimated Contribution in Aid of Construction prior to installation. Final charges for the associated line extension and transformer costs shall be settled with Applicant after completion of the installation.
- c. **Installation of the EV Charging Station.** Applicant may proceed to install the EV Charging Station only after the following events have occurred: (1) Applicant has received approval of the installation from the Borough; (2) Applicant has received a Land Use Permit from the Borough in accordance with paragraph a., above; and (3) Applicant has paid to the Borough the estimated Contribution in Aid of Construction in accordance with paragraph b., above.

The EV Charging Station and associated equipment shall be installed in accordance with information provided in this Application/Agreement, and be compliant with all industry, NEC, and other Borough regulations, including the Borough’s “Technical Requirements.” The EV Charging Station and associated equipment must be compliant with the applicable ANSI and UL standards, including but not limited to the following: ANSI/UL 2202, ANSI/UL 2594, UL 2750, UL 9741, ANSI/UL 2231-1, and ANSI/UL 2231-2 (or subsequent approved revisions of the foregoing).

All electrical work relating to the installation and connection of the EV Charging Station must be performed by a Borough-licensed Master Electrician and meet the requirements of the current National Electric Code and any applicable Borough regulations.

- d. **Connection and Operation.** Prior to the connection of the EV Charging Station to the Borough’s electric system and operation of the EV Charging Station, Applicant agrees to the following:
  - 1. **Electrical Inspection of the EV Charging Station.** Upon completing installation, Applicant shall, at Applicant’s expense, have the EV Charging Station inspected by a representative of a Borough-approved, industry-recognized inspection agency (the “Inspection Agency”) to confirm that the EV Charging Station and associated equipment meets the requirements of the current National Electric Code, the Borough’s regulations, including the Borough’s “Technical Requirements,” and the applicable ANSI and UL standards, including but not limited to the following: ANSI/UL 2202, ANSI/UL 2594, UL 2750, UL 9741, ANSI/UL 2231-1, and ANSI/UL 2231-2. The Inspection Agency shall submit an inspection report and a Certificate of Electric Inspection certifying that the EV Charging Station and associated equipment meet the requirements of this section to the Borough of Chambersburg Service Center.

2. **Metering and Deposits.** All meters shall be installed and tested by the Borough after receipt of proof of inspection and verification that any applicable new Borough customer deposits have been paid to Customer Service.
  3. **Acceptance.** After the Borough's inspection and approval, the Borough Electric Director or designee will sign this Application/Agreement (Section 9), approving the EV Charging Station for connection and energization.
- e. **Periodic Testing.** Applicant shall periodically test (or cause to be tested) all connection-related protective devices at intervals specified by the manufacturer(s), system integrator, and/or the Borough. Periodic test reports or a log for inspection shall be maintained by Applicant and made available to the Borough. All costs for such inspections and reporting shall be the responsibility of Applicant.
  - f. **Safe Operations and Maintenance.** Applicant shall be fully and solely responsible for the operation, maintenance, and repair of the EV Charging Station as required to ensure that the EV Charging Station complies at all times with all applicable electric codes and connection requirements. Applicant shall be solely responsible for the safety of their employees, their customers, and the public with respect to the operation, maintenance, and repair of the EV Charging Station.
  - g. **Access and Disconnecting.** The Borough shall have access at all times to its meter(s) and the Outdoor Disconnect Switch(es) of the EV Charging Station. The Borough has the right, in its sole discretion, to disconnect the EV Charging Station for reasons related to safety or reliability. The Borough shall, when feasible in light of the circumstances, provide reasonable notice to Applicant prior to exercising its right of access to inspect the EV Charging Station. In an emergency or outage situation where the EV Disconnect Switch(es) is inoperable or inaccessible, the Borough may disconnect the electric service to Applicant's premises until such time as the emergency or outage situation is rectified to the Borough's satisfaction.
  - h. **Disconnection.** The Borough may temporarily disconnect the EV Charging Station upon the occurrence of any of the following conditions or for any of the following purposes:
    1. For scheduled outages upon reasonable notice.
    2. For unscheduled outages or emergency conditions.
    3. If the Borough determines that the EV Charging Station does not operate in a manner consistent with this Application/Agreement.
    4. If the Borough determines that continued operation of the EV Charging Station is a hazard to the safety of the Borough's personnel, or to the general public, or a threat to the reliable operation of the Borough's electric system.
    5. In the event the equipment used with the EV Charging Station is in disrepair, or is de-listed by the nationally recognized testing laboratory that provided the listing at the time the connection was approved, and the Borough ascertains that the continued operation has the potential to jeopardize the safety or reliability of the Borough's electric distribution system.
    6. Failure by Applicant to maintain and operate the EV Charging Station in accordance with the Terms and Conditions of this Application/Agreement, the Borough's Technical Requirements, or any of the applicable ANSI and UL standards, including but not limited to the following: ANSI/UL 2202, ANSI/UL 2594, UL 2750, UL 9741, ANSI/UL 2231-1, and ANSI/UL 2231-2 (or subsequent approved revisions of the foregoing).

Other than outage situations, the Borough will reconnect the EV Charging Station only upon receipt of certification from Applicant and verification by the Borough that the EV Charging Station is in compliance. The Borough will determine, in the Borough's sole judgment (or via outside inspection), if the EV Charging Station is in compliance. The Borough will provide written verification within a reasonable time period.

- i. **Indemnification / Limitation of Liability.**
  1. Applicant shall indemnify, defend and hold harmless the Borough, its elected and appointed officials, engineers, solicitors, agents and employees against any and all claims for liability, injury, loss, cost, damage, fine or expense arising in whole or in part from, incident to, caused by, or resulting from the installation, presence, operation, use,

maintenance or removal of the EV Charging Station (each a “Claim”), for any Claim relating to the EV Charging Station other than that caused by the willful misconduct or gross negligence of the Borough. The obligation to indemnify, defend and hold the Borough harmless shall include, but not be limited to, the obligation to pay judgments, liabilities, damages, penalties, attorneys’ fees, expert fees, court costs and all other costs and expenses of litigation.

2. No provision of this Application/Agreement is intended, or shall be construed, to be a waiver for any purpose by the Borough of the provisions of the Pennsylvania Political Subdivision Tort Claims Act, 42 Pa.C.S. § 8541, *et seq.*, or any other law limiting municipal liability.
3. The Borough shall not be liable to Applicant, its customers, or any third party for any interruption to service to Applicant or any interference with the operation of the EV Charging Station. In no event shall the Borough be liable for any indirect, special, incidental, or consequential damages of any kind whatsoever.

j. **Termination.** This Application/Agreement may be terminated under the following conditions:

1. **By Applicant:** Applicant may terminate this Application/Agreement at any time by providing written notice to the Borough; provided, however, that all obligations imposed on Applicant by this Application/Agreement shall remain in effect until such time as the EV Charging Station is disconnected from the Borough’s Electric System. In the event that Applicant should decide to permanently shut down its EV Charging Station, Applicant must give the Borough written notice that Applicant intends to do so.

2. **By the Borough:**

- a) The Borough may terminate this Application/Agreement if Applicant fails to remedy a violation of the terms and conditions of this Application/Agreement, including prompt payment of any applicable fees, upon written notice and a reasonable opportunity to cure.
- b) The Borough may terminate this Application/Agreement if the Borough determines that the continued operation of the EV Charging Station has the potential to jeopardize the safety or reliability of the Borough’s electric system.
- c) In no respect will notice to terminate preclude the Borough from taking any and all immediate actions necessary (including emergency, temporary, or permanent disconnection of the EV Charging Station), if the Borough is aware of safety or reliability concerns as a result of connection of the EV Charging Station.

k. **Permanent Disconnection.** In the event the Application/Agreement is terminated, the Borough, at its sole discretion, shall have the right to disconnect the EV Charging Station or direct Applicant to disconnect its EV Charging Station.

l. **Survival Rights.** This Application/Agreement shall continue in effect after termination to the extent necessary to allow or require either party to fulfill any rights or obligations that arose under the Application/Agreement.

m. **Successors and Assigns / Transfer of Ownership of the EV Charging Station.** All the terms and conditions of this Application/Agreement shall be binding upon, inure to the benefit of, and be enforceable by the successors and permitted assignees of the parties hereto. All the terms and conditions of this Application/Agreement shall survive the transfer of ownership of the EV Charging Station to a new owner unless the new owner terminates this Application/Agreement and so notifies the Borough in writing. Applicant agrees to:

1. Provide the new owner with a copy of this Application/Agreement prior to the consummation of any sale of an EV Charging Station; and
2. Secure the signature of the successor or assign indicating that the successor or assign has read and agrees to the terms and conditions of this Application/Agreement (in Section 10 Succession/Assignment Notice), and shall notify the Borough of any assignment of this Application/Agreement by forwarding a copy of the Succession/Assignment Notice to the Borough.

n. **Notice.** Unless otherwise provided in this Application/Agreement, any written notice, demand, or request required or authorized in connection with this Application/Agreement (“Notice”) shall be deemed properly given if delivered in person, delivered by Electronic Mail (E-mail), delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

**If to Borough:**

Borough of Chambersburg  
100 S. Second Street  
Chambersburg, PA 17201  
Attention: Director of Electric Utility

**If to Applicant:**

The contact listed in Section 1 - Applicant Information above.

**Note: Applicant is responsible for notifying the Borough of any change in contact information.**

- o. **Changes to the EV Charging Station.** Applicant shall notify the Borough of any changes to the EV Charging Station. Once an Application/Agreement is approved by the Borough, any material modification to the proposed EV Charging Station that would affect the Application/Agreement review criteria, shall require submission of a new Application/Agreement and corresponding Application Fee, unless specifically waived in writing by the Borough.
- p. **Privileged Communications Concerning Proposed EV Charging Station Projects.** In the course of processing the Application/Agreement, Applicant shall provide the Borough with detailed information concerning the proposed EV Charging Station. If Applicant desires to keep any information confidential, Applicant must mark each page clearly with the words “Confidential Information, not for public disclosure” and notify the Borough in writing of Applicant’s request and reason to keep the so-identified material confidential. Applicant acknowledges that any information received by the Borough is subject to the Pennsylvania Right-to-Know Law, 65 P.S. § 67.101 *et seq.*, and nothing contained in this Application/Agreement shall cause the Borough to violate its requirements per any applicable laws.
- q. **Changes to the Terms and Conditions.** The Borough reserves the right, in its sole discretion, with appropriate public notice, to change the rates, terms and conditions of this Application/Agreement.

**Section 9 – Signatures**

**Applicant**

I hereby certify that, to the best of my knowledge, all the information provided in this Application/Agreement is true and correct. I also agree to abide by the terms and conditions set forth in this Application/Agreement and in the Borough's Technical Requirements.

Signature (Applicant): \_\_\_\_\_ Date: \_\_\_\_\_

**Borough of Chambersburg**

**Note: The Borough will execute this Application/Agreement only after it has inspected and approved the EV Charging Station for connection.**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Send the completed Application/Agreement and application fee to:

Borough of Chambersburg  
100 S. Second Street  
Chambersburg, PA 17201  
Attention: Director of Electric Utility  
[utilitysecretary@chambersburgpa.gov](mailto:utilitysecretary@chambersburgpa.gov)



**Section 10 – Succession/Assignment Notice**

**a. First Succession/Assignment**

Reason for succession/assignment of the Application/Agreement: \_\_\_\_\_

I hereby agree to abide by the terms and conditions set forth in this Application/Agreement and in the Borough’s Technical Requirements.

Signature (Successor/Assign): \_\_\_\_\_ Date: \_\_\_\_\_

Print Name(s): \_\_\_\_\_

**b. Second Succession/Assignment**

Reason for succession/assignment of the Application/Agreement: \_\_\_\_\_

I hereby agree to abide by the terms and conditions set forth in this Application/Agreement and in the Borough’s Technical Requirements.

Signature (Successor/Assign): \_\_\_\_\_ Date: \_\_\_\_\_

Print Name(s): \_\_\_\_\_

**c. Third Succession/Assignment**

Reason for succession/assignment of the Application/Agreement: \_\_\_\_\_

I hereby agree to abide by the terms and conditions set forth in this Application/Agreement and in the Borough’s Technical Requirements.

Signature (Successor/Assign): \_\_\_\_\_ Date: \_\_\_\_\_

Print Name(s): \_\_\_\_\_

**d. Fourth Succession/Assignment**

Reason for succession/assignment of the Application/Agreement: \_\_\_\_\_

I hereby agree to abide by the terms and conditions set forth in this Application/Agreement and in the Borough’s Technical Requirements.

Signature (Successor/Assign): \_\_\_\_\_ Date: \_\_\_\_\_

Print Name(s): \_\_\_\_\_