

City of Philadelphia



(Bill No. 260428)

AN ORDINANCE

Authorizing the Office of Transportation and Infrastructure Systems and the Procurement Commissioner, on behalf of the City, to execute separate multi-year concession agreements with It's Electric Inc. and Positive Energy Inc. in connection with a City electric vehicle charging program to site, design, install, own, operate and maintain a network of publicly available electric vehicle charging stations throughout the City at curbside locations and surface parking lots; amending Chapter 11-604 of The Philadelphia Code, entitled "Encroachments Upon and Obstructions of the Street" to provide for discontinued approval of Electric Vehicle Charger encroachments; and amending Title 12, entitled "Traffic Code," to authorize the installation, use, administration and enforcement of electric vehicle parking spaces, provide for administrative enforcement of violations of electric vehicle parking violations, including camera-based enforcement and towing, all under certain terms and conditions.

WHEREAS, the City of Philadelphia's dense housing stock and limited off-street parking means that many Philadelphians do not have access to at-home electric vehicle charging infrastructure;

WHEREAS, the current state of electric vehicle charging is unsustainable and insufficient, leaving behind many Philadelphia neighborhoods;

WHEREAS, the transition to electric vehicles has the potential to reduce harmful pollutants from gas vehicles while reducing maintenance and fueling costs for residents;

WHEREAS, as of December 2025, electric vehicles account for just over 2% of registered passenger vehicles in the City of Philadelphia and studies have shown that the most significant indicator of future increases in EV registrations is adequate provision of electric vehicle charging;

WHEREAS, the City, in its commitment to promote environmentally responsible transportation initiatives and to support clean modes of transportation, including electric vehicles, is establishing an electric vehicle charging program;

WHEREAS, the City sought vendors to provide electric vehicle charging service at equitably distributed locations around the City;

WHEREAS, It's Electric Inc. and Positive Energy Inc. have been selected through a competitive process, to provide electric vehicle charging service in accordance with a Best Value Concession Request for Proposals; and

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WHEREAS, the concession agreements will require It's Electric Inc. and Positive Energy Inc. to own, operate, and maintain their respective electric vehicle charging systems for a ten-year term, with the option of a five-year extension; now, therefore

THE COUNCIL OF THE CITY OF PHILADELPHIA HEREBY ORDAINS:

SECTION 1. The Office of Transportation and Infrastructure Systems and the Procurement Commissioner are authorized to execute multi-year concession agreements with It's Electric Inc. and Positive Energy Inc., substantially in the form set forth in Exhibit A and Exhibit B, respectively, to this ordinance, under which the concessionaires shall site, design, install, own, operate and maintain a network of publicly available electric vehicle charging stations throughout the City at curbside locations and surface parking lots.

SECTION 2. The City Solicitor is authorized to review, negotiate, and approve amendments to the concession agreements consistent with this ordinance that the City Solicitor determines are necessary, desirable, and in the best interests of the City.

SECTION 3. The Chief Clerk is directed to keep copies of Exhibit A and Exhibit B on file in the Chief Clerk's Office and available for public inspection.

SECTION 4. Title 11 and Title 12 of The Philadelphia Code are hereby amended to read as follows:

TITLE 11. STREETS

* * *

CHAPTER 11-600. CONSTRUCTION, ENCROACHMENTS, AND PROJECTIONS OVER, ON, AND UNDER STREETS.

* * *

§ 11-604. Encroachments Upon and Obstructions of the Streets.

* * *

(10) *Electric Vehicle Chargers.*

(a) *Permits.*

* * *

(.4) No new electric vehicle charger permits may be issued after the effective date of the ordinance adding this subsection 11-604(10)(a)(.4) to the Code, except pursuant to a

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contract with the City for provision of such chargers. No existing electric vehicle charger permits shall be renewed beyond December 31, 2035.

* * *

[(.4)] (.5) Removal.

* * *

(.b) Upon the expiration and non-renewal of an electric vehicle charger permit, or upon the direction of the Department of Streets, the permittee shall be responsible for promptly removing the electric vehicle charger and for restoring the area to its former [condition.], *condition, unless the Department of Streets waives this requirement, in whole or in part, for another City-affiliated electric vehicle charger to be installed at the area.* If a permittee fails to comply as directed, in addition to any other remedy authorized by this Chapter, the Department of Streets is authorized to abate the violation by removing the electric vehicle charger from the area and restoring the area to its original condition. The permittee shall be liable for the costs of such removal and restoration, including administrative costs, and the Law Department may take action to collect such costs by lien or any other method permitted by law.

TITLE 12. TRAFFIC CODE

* * *

CHAPTER 12-900. PARKING REGULATIONS AND PENALTIES

* * *

§ 12-924. Camera-Based Parking Enforcement System.

(1) The following violations of this Title 12 relating to prohibitions on stopping, standing, and parking vehicles, shall be enforceable through violation notices based on recorded images produced by a fixed or mobile camera-based parking enforcement system:

* * *

(e) *Section 12-1131.1 related to City publicly available electric vehicle charging spaces.*

* * *

CHAPTER 12-1100. MISCELLANEOUS REGULATIONS AND PENALTIES

* * *

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§ 12-1131.1 City Publicly Available Electric Vehicle Charging Spaces.

(1) *Definitions.*

(a) *Department.* The Department of Streets.

(b) *EV.* An Electric Vehicle.

(c) *EV Charger Port.* A charging port installed, owned, operated, and maintained by an EV Charging Vendor.

(d) *EV Charger User.* A customer of the EV Charging Vendor who have paid to charge an EV at the EV Charger Port.

(e) *EV Charging Space.* A parking space adjacent to an EV Charger Port reserved only for EV Charger Users.

(f) *EV Charging Vendor.* An EV supply equipment vendor in contract with the City to provide vehicle charging services to the public within the right-of-way.

(g) *EV Timeslot.* The period of time that the EV Charger User is actively charging their EV at the EV Charger Port.

(2) *Establishment of EV Charging Spaces.*

(a) *Notwithstanding the provisions of Section 12-2700 (relating to permit parking), the Department is authorized to establish EV Charging Spaces within a parking lane on any block adjacent to an EV Charger Port operated by an EV Charging Vendor.*

(b) *EV Charging Spaces are reserved for EV Charger Users only.*

(3) *Use of EV Charging Spaces.*

(a) *No person shall stop, stand, or park a vehicle in an EV Charging Space, except for an EV of an EV Charger User during an EV Timeslot and the grace period under (3)(b).*

(b) *An EV Charger User shall remove their EV from the EV Charging Space within 20 minutes after the EV Timeslot has ended, or within such other time as established by the Department by regulation.*

(4) *Enforcement*

(a) *Violations of this Section shall be subject to civil penalty under Section 12-2809, and any further penalty or action permitted under this Code.*

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* * *

CHAPTER 12-2400. TOWING AND IMMOBILIZING OF PARKED OR ABANDONED VEHICLES

* * *

§ 12-2405. Removal or Immobilization of Parked Vehicles; Notice

(1) Any vehicle may be removed, by means of towing to the nearest Official Towing Station or immobilized for up to seventy-two (72) hours by means of applying a boot and then towed to the nearest Official Towing Station if not reclaimed, by or under the direction of a member of the Department, or its designated agent whenever any vehicle is:

* * *

() parked in violation of Section 12-1131.1(3), which prohibits the parking of a vehicle in spaces reserved for electric vehicles actively charging at the curb.*

* * *

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CHAPTER 12-2800. ADMINISTRATIVE ADJUDICATION OF PARKING VIOLATIONS

* * *

§ 12-2809. Civil Penalties and Costs.

(2) *Basic Penalties.*

(a) Any person violating the following provisions of Title 12, shall, upon a final finding of liability pursuant to this Chapter 12-2800, and except as set forth in subsection 12-2809(2)(b), be liable for payment of the civil penalty indicated, in addition to the costs and fees set forth in subsection 12-2809(1):

<i>Code Provision</i>	<i>Violation Description</i>	<i>Penalty</i>
* * *	* * *	* * *
12-1131	Parking for Electric Vehicles Only	\$300
<i>12-1131.1</i>	<i>Illeg Parking EV Charging Space</i>	<i>\$150</i>

SECTION 5. This Ordinance shall be effective immediately.

Explanation:

[Brackets] indicate matter deleted.
Italics indicate new matter added.

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EXHIBIT A

Term Sheet for City of Philadelphia EV Concession Contract

Parties

- The City of Philadelphia, acting through the Procurement Department and the Office of Transportation and Infrastructure Systems (“City”).
- It’s Electric Inc. (“Concessionaire”).

Scope of Work

- Concessionaire shall procure, site, install, own, operate, maintain, and manage a system of publicly accessible electric vehicle supply equipment at City-approved curbside locations and parking lots throughout the City (the “EVSE”). The EVSE must provide charging for all types of electric vehicles and adhere to federal standards for future technological advancements. Concessionaire shall also provide a network and payment platform, and development of a data dashboard that can be accessed by the City at agreed upon intervals. City will direct to Concessionaire applicable grant awards as described in the “Grants and City Funding” section of this term sheet.

Length of Term

- An initial ten-year term, with the option of an additional five-year extension at the City’s sole discretion. Following the 5th anniversary of the Operation Commencement Date, the Parties will schedule a meeting to discuss a potential amendment that would, among other things, grant the Concessionaire an additional 5-year term. The City reserves the right, at all times, to decline to enter into such amendment if, in its sole discretion, Concessionaire has not demonstrated sufficient compliance with the SLA’s and other terms of the Agreement.

Term Start Date

- The term of the agreement shall start on the Operations Commencement Date. The Operation Commencement Date is the date within the eighteen (18) months following the Agreement date when the Concessionaire’s first EVSE plug is in operation and open for public use.

Concessionaire Commitment

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- Concessionaire shall install a minimum of five hundred (500) charging ports within Philadelphia over the first five (5) years of the term of the agreement.
 - If grant or City money is utilized, Concessionaire shall install additional charging ports by mutual agreement. Grant or City-funded EVSE shall not count towards Concessionaire's 500 charging port minimum.
 - In exchange for conditional use of the City's right-of-way, program management costs, and third-party engineering expenses, Concessionaire shall pay to the City the following concession fee:
 - A Minimum Annual Guarantee ("MAG") \$70,000 per year, increasing annually by 2%, paid in equal monthly installments beginning on the date that the Concessionaire installs its 200th charging port in the City. Before the MAG goes into effect, Concessionaire shall pay at the end of the calendar year an annual amount of \$350 per charging port installed in the City.
 - Once the 200th charging port is installed, Concessionaire will pay the greater of the monthly MAG installment of \$5,833.33 or a monthly payment as 12% of the vendor's gross revenue in lieu of the MAG.
- Concessionaire shall only engage with a City-approved 3rd party subcontractor(s) to conduct work for the EVSE system in Philadelphia.
- Subcontractors may include, but are not limited to, Malick & Scherer, P.C. (M&s) and ChargerHelp.
 - Concessionaire shall establish full-time personnel in Philadelphia to manage and oversee the EVSE system.
 - Grants and City Funding
 - The concession agreement requires no expenditure of City operating or capital funds.
 - The City will direct to Concessionaire applicable grant awards and City funds under the terms of the agreement for the purpose of procuring, operating, maintaining, and expanding EVSE services.

Ownership of Equipment

- Concessionaire shall own the EVSE equipment that it installs, operates, and maintains within the City.

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• If Concessionaire were to cease operation of its EVSE equipment within the City for any reason, including but not limited to contractual default or otherwise termination of the agreement, the City at its sole discretion, may call the performance bond or letter of credit to cover the cost of removing, transporting, storing, and disposing Concessionaire's EVSE within the City. Before calling the performance bond or letter of credit, the City will grant the Concessionaire 60 calendar days of operation cessation to either (1) remove its EVSE from the right-of-way and City-owned property, secure and cap the interconnection access point, and restore the area surrounding the access point fully to its original condition, or (2) receive the City's approval to enter into an agreement to turn over ownership of existing equipment and assign the Concession Agreement to another EVSE vendor or entity. The City may, in its sole discretion, grant Concessionaire more than 60 days to perform option (1) or (2) if Concessionaire has demonstrated sufficient progress towards one of the options.

Siting and Expansion

- Vendor shall identify all potential EVSE sites and present them to the City for final approval.
 - Chargers shall be installed in accordance with the Macro plan as determined in the final contract, and each year of the contract according to the Annual plan as determined on a yearly basis through a collaborative process between the City and the vendor.
 - Chargers may also be used by City fleet vehicles.
 - EVSE sites shall be installed in the planning districts of the City according to the Macro Plan as determined in the contract. After the first 500 chargers are installed, Concessionaire will work with the City to determine new percentages per planning district.

Indemnification

- Concessionaire shall indemnify, defend and hold harmless the City, its agents, employees and officers from and against any and all losses, costs, including litigation costs, settlement costs and counsel fees, claims, suits, actions, damages, liability and expenses, including but not limited to, those in connection with the loss of life, bodily and personal injury or damages to property occasioned by Concessionaire's acts or omissions or the acts or omissions of Concessionaire's agents, contractors,

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employees or servants arising from or related to the Improvements, except to the extent such claim, damage, loss or expense is caused in whole or in part by the gross negligence of the City, its officers, employees, or agents.

Insurance and Security for Performance

- Concessionaire provides insurance consistent with City standards. The City is an additional insured for commercial liability and the City-owned equipment is insured for loss.
- The agreement provides for the Concessionaire payment of liquidated damages in circumstances of non-performance, breach, and default.
- Concessionaire shall provide to the City a Letter of Credit from Concessionaire's lender as security for the faithful performance of and compliance with all the terms and conditions of the Concession Agreement.

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EXHIBIT B

Term Sheet for City of Philadelphia EV Charging Concession

Parties

- The City of Philadelphia, acting through the Procurement Department and the Office of Transportation and Infrastructure Systems (“City”).
- Positive Energy Inc. (“Concessionaire”).

Scope of Work

- Concessionaire shall procure, site, install, own, operate, maintain, and manage a system of publicly accessible electric vehicle supply equipment at City-approved curbside locations and parking lots throughout the City (the “EVSE”). The EVSE must provide charging for all types of electric vehicles and adhere to federal standards for future technological advancements. Concessionaire shall also provide a network and payment platform, and development of a data dashboard that can be accessed by the City at agreed upon intervals. City may support Concessionaire’s expenses with its own funding and grant funding that becomes available.

Length of Term

- An initial ten-year term, with the option of an additional five-year extension at the City’s sole discretion. Following the 5th anniversary of the Operation Commencement Date, the Parties will schedule a meeting to discuss a potential amendment that would, among other things, grant the Concessionaire an additional 5-year term. The City reserves the right, at all times, to decline to enter into such amendment if, in its sole discretion, Concessionaire has not demonstrated sufficient compliance with the SLA’s and other terms of the Agreement.
- Term Start Date
 - The term of the agreement shall start on the Operations Commencement Date. The Operation Commencement Date is the date within the 18 months following the Agreement date when the Concessionaire’s first EVSE plug is operation and open for public use.

Concessionaire Commitment

- Concessionaire shall install a minimum of 435 ports within Philadelphia over the term of the agreement absent grant or City money.

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- If grant or City money is utilized, Concessionaire shall install additional charging ports at the City's request. Grant or City-funded EVSE shall not count towards Concessionaire's 435 charging port minimum.
- In exchange for conditional use of the City's right-of-way, program management costs, and third-party engineering expenses, Concessionaire shall pay to the City the following concession fee:
 - A Minimum Annual Guarantee ("MAG") of \$70,000, increasing annually by 2%, paid in equal monthly installments beginning on the Operations Commencement Date.
 - Each month, Concessionaire will pay to the City the \$5,833.33 monthly installment of the MAG or the Concession percentage for that month, whichever is greater. Concession percentage shall follow the schedule below:
 - Years 1-5: 17% of gross operating revenue
 - Years 6-10: 20% of gross operating revenue
 - Years 11-15 (if contract is extended through a subsequent amendment): 23% of gross operating revenue
- Concessionaire shall only engage with a City-approved 3rd party subcontractor(s) to conduct all maintenance and repair for the EVSE system in Philadelphia.
 - Concessionaire's 3rd party subcontractors for maintenance and repair include Hobb & Co., ChargerHelp! and OWL Services.
- Concessionaire shall establish full-time personnel in Philadelphia to manage and oversee the EVSE system.

Grants and City Funding

- The concession agreement requires no expenditure of City operating or capital funds.
- The City may direct to Concessionaire grant awards and City funds under the terms of the agreement for the purpose of procuring, operating, maintaining, and expanding EVSE services.

Ownership of Equipment

- Concessionaire shall own the EVSE equipment that it installs, operates, and maintains within the City.
- If Concessionaire were to cease operation of its EVSE equipment within the City for any reason, including but not limited to contractual default or otherwise termination of the agreement, the City at its sole discretion, may call the performance bond or letter of credit to cover the cost of removing, transporting, storing, and disposing

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Concessionaire's EVSE within the City. Before calling the performance bond or letter of credit, the City will grant the Concessionaire 60 calendar days of operation cessation to either (1) remove its EVSE from the right-of-way and City-owned property, secure and cap the interconnection access point, and restore the area surrounding the access point fully to its original condition, or (2) receive the City's approval to enter into an agreement to turn over ownership of existing equipment and assign the Concession Agreement to another EVSE vendor or entity. The City may, in its sole discretion, grant Concessionaire more than 60 days to perform option (1) or (2) if Concessionaire has demonstrated sufficient progress towards one of the options.

Siting and Expansion

- Vendor shall identify all potential EVSE sites and present them to the City for final approval. Siting decisions shall be determined by the "Macro Plan" as determined in the contract and the "Annual Plan" as developed collaboratively between the City and the vendor each year of the contract.
- Chargers may also be used by City fleet vehicles.
- EVSE sites shall be installed in the planning districts of the City according to the Macro Plan as determined in the contract.

Indemnification

- Concessionaire shall indemnify, defend and hold harmless the City, its agents, employees and officers from and against any and all losses, costs, including litigation costs, settlement costs and counsel fees, claims, suits, actions, damages, liability and expenses, including but not limited to, those in connection with the loss of life, bodily and personal injury or damages to property occasioned by Concessionaire's acts or omissions or the acts or omissions of Concessionaire's agents, contractors, employees or servants arising from or related to the Improvements, except to the extent such claim, damage, loss or expense is caused in whole or in part by the gross negligence of the City, its officers, employees, or agents.

Insurance and Security for Performance

- Concessionaire provides insurance consistent with City standards. The City is an additional insured for commercial liability.
- The agreement provides for the Concessionaire payment of liquidated damages in circumstances of non-performance, breach, and default.

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- Concessionaire shall provide to the City a performance bond equal to the projected operating cost of the system for each year of the term, as approved by City Risk Management. For the avoidance of doubt, the performance bond for year 1 will be the projected operating costs for year 1, the performance bond for year 2 will be the projected operating costs for year 2, and so on.

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CERTIFICATION: This is a true and correct copy of the original Bill, Passed by the City Council on June 11, 2026. The Bill was Signed by the Mayor on June 12, 2026.

A handwritten signature in black ink, reading "Elizabeth McCollum". The signature is written in a cursive style with a large, stylized initial "E".

Elizabeth McCollum
Chief Clerk of the City Council