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

# BACKGROUND

- 1. The CleanBC EV Charger Rebate Program (the "Program") is administered by FortisBC Inc. ("FortisBC"), British Columbia Hydro and Power Authority ("BC Hydro") and the Province of British Columbia. as represented by the Minister of Energy, Mines and Low Carbon Innovation ("the Province" and, together with FortisBC and BC Hydro the "Partners"), in collaboration, from time to time, with additional third-party contributors (each, a "Collaborating Party"). Eligible applicants ("Participants") who install and operate an electric vehicle (EV) charging station and related EVSE and infrastructure to their sites in accordance with these terms and conditions (the "Program Terms") are eligible to receive rebate(s) under this Program.
- 2. The Program terms are effective as of September 26, 2019. <sup>1</sup> Terms and conditions updated February, 2023.

#### ELIGIBILITY

#### 3. Applicants

- a. Applicants must be the registered owner of the premises, a tenant of the premises (with the property owner's consent), or a Strata corporation (for installation of the Electric Vehicle Supply Equipment (EVSE) within common property and with necessary authority by bylaw or resolution of the Strata corporation).
- If the applicant is not the electric utility account holder for the premises, the applicant must submit a completed and signed Utility Account Holder Consent form along with their application.
- c. The applicant and/or the account holder cannot have already applied for and be received or waiting to receive an incentive under the EV charging station incentive program, ZAPBC.
- 4. Application deadline. An applicant must submit a fully completed application, proof of payment for the EVSE (including installation, as applicable), and required supporting documents by the following deadlines:
  - a. For single family home rebate within 90 days of charging station installation.
  - b. For MURBs and workplace rebate within 6 months of receipt of pre-approval pursuant to section 7.
- 5. Number of applications/rebates
  - a. For single family home rebate, an applicant may submit applications for up to two (2) Premises.
  - b. For single family home rebate, only one (1) EVSE installation per Premises is eligible for a rebate.
  - c. For the Workplace rebate, an applicant may submit applications for up to four (4) Premises.
- 6. Premises. The premises where the EVSE will be installed (the "Premises"):
  - a. Must be located in British Columbia.
  - b. Must receive electric utility service from FortisBC or BC Hydro, or, if the premises receive electricity service by local municipal utilities, the premises must be within the service territories of FortisBC or BC Hydro.
  - c. For single family home rebate:
    - i. must have dedicated parking for its residents.
    - ii. must be one of the following types of residential buildings:
      - 1) single family detached dwelling.
      - 2) single family detached dwelling with a secondary suite that meets the definition of a multi-unit residential building established by Natural Resources Canada ("NRCan") EnerGuide Rating System Standard Version 15.5 Manual section 1.2.1.1 (the "NRCan Criteria").
      - 3) mobile home on a permanent foundation.
      - 4) side-by-side duplex or side-by-side row home or townhouse, provided each unit has its own electricity meter and a private garage or dedicated parking for residents of each unit.
    - iii. must not have been constructed within six months of EVSE installation.
  - d. For Multi-Unit Residential (MURBs) rebate:
    - i. must be constructed before August 31, 2021.

- e. For Workplace rebate:
  - i. at least 5 employees must work primarily at the premises.
  - ii. must have dedicated parking for employees and EVSE must be available for employee use; and iii. must be constructed before August 31, 2021.
- 7. Pre-approval. For MURBs and Workplaces, applicants must obtain written approval from BC Hydro or FortisBC, as applicable, prior to EVSE purchase and installation. Any purchases made before pre-approval will not be eligible for rebates.
- 8. The EVSE must meet the following requirements:
  - a. Level 2 (208 or 240 volt) charging station and feature a SAE J1772 standard plug head.
  - b. Purchased (not leased) and approved for use in Canada with a cUL, ULC, cETL, or CSA or CQPs certification.
  - c. The EVSE, and all the equipment, materials and products installed as part of the EVSE, must be new, in good working order, not previously installed at another location.
  - d. Hardwired or plug in chargers are eligible).
  - e. Installed by a licensed electrician (e.g., Red Seal electrician), and, if installed by a contractor, with a valid BC business license for the trade applicable to the installation work, provided that for single family homes, requirement to use a licensed electrician is waived so long as the installation is inspected and approved by Technical Safety BC and/or the municipality, as applicable.
  - f. For MURBs and workplaces, the charger must be a Level 2 networked charger that is connected to a central system via internet communication such as open protocol (e.g., OCPP, OpenADR or another) or a proprietary system; chargers must remain networked for a minimum of 2 years.
  - g. For MURBs participating in the EV Ready Program an eligible EV Ready Plan must have been approved to be eligible for electrical infrastructure rebates.

# PARTICIPANT OBLIGATIONS

- 9. Participants are solely responsible for:
  - a. choosing EVSE and contractors, meeting all Program requirements (including these Program terms), including ensuring electrical permits are pulled and approved.
  - b. Obtaining all required authorizations for the installation and operation of the EVSE at the premises, including, as applicable, from the utility account holder and the strata corporation.
  - c. Ensuring appropriate EVSE products, materials and installation techniques are used that do not compromise the premises' structure, indoor air quality or safety.
  - d. Complying with all applicable laws, bylaws (including strata corporation bylaws), orders, ordinances, standards, codes and ru les, requirements, licenses and permits of all lawful authorities (including Technical Safety BC), manufacturer's specifications; and, if applicable, the electric and/or gas authority having jurisdiction.
- 10. Participants hereby indemnify and save harmless the Partners and their respective directors, officers, agents and employees from all liability, damages, claims, demands, expenses, and costs for claims, costs for injury or death of any person, damage to or destruction of property and all economic loss suffered by any person arising from or occurring by reason of the Program, receipt of a rebate(s) or actual or alleged preparation or installation or use of the EVSE, including any actions or omissions by third-party consultants or contractors in the preparation or installation of the EVSE.

# **REBATE AMOUNTS**

- 11. The costs eligible for reimbursement ("Eligible Costs") and maximum rebate amounts (both as set out at bchydro.com/evcharger, fortisbc.com/EVhomerebate or fortisbc.com/EVchargingrebate, or goelectricbc.gov.bc.ca) will be determined at the invoice date for the purchase or installation of the EVSE, as applicable. Rebate amounts may change at any time without notice and payment is subject to the availability of funds. Rebates are on a first-come, first-served basis while Program funding lasts. Single Family Home Rebate
  - The Program will reimburse eligible purchase and installation costs of eligible, new, Level 2 EVSE up to 50% of costs, up to a maximum of \$350 per approved station. All work must be completed, and applications submitted no later than 90 days after the installation of the charging station. Rebates will be issued until Program funds are fully expended.
  - b. The rebate for single family homes in jurisdictions with bylaws requiring EV ready parking for that home is limited to the eligible costs paid by the participant for the purchase of the EVSE.

# Workplace EV Charger Rebates

a. Workplace owners that purchase and install eligible EV chargers could receive a rebate of up to 50% of those costs, to a maximum of \$5,000 per charger, and \$25,000 per while funding lasts. A business can apply for a maximum of four of their workplace sites, resulting in a maximum project rebate of \$100,000.

- b. Single port stations count as one charging station, dual port stations count as two charging stations. As such, applicants who apply for a dual port station would receive up to \$10,000 or 50% of total costs whichever is lower. Multiple applications, for example from individual owners, are allowed for one site but the total rebates for one site cannot exceed \$25,000.
- c. Customers can apply for rebates for a maximum of four sites.

#### **MURB** Rebates

Standalone EV Charger Rebates

a. Rebates up to 75% of costs up to a maximum of \$5,000 per charging station, up to a max of \$25,000 per MURB complex.

EV Ready Plan and Infrastructure Rebates

- a. EV Ready Plans that meet the specific requirements will be eligible for 75% of the costs to a maximum of \$3,000.
- b. Electrical Infrastructure rebate will be reimbursed for up to 50% of the costs of electrical work needed to make a parking stall EV Ready, up to \$600 per parking space. The maximum electrical infrastructure rebate will be capped at \$120,000 per MURB customer.
- c. Rebates up to 75% of costs up to a maximum of \$4,400 per charging station, up to a max of \$25,000 per MURB complex.
- 12. If the applicant received funding from any other party, or through any other program, for the EVSE, the rebate under this program will be capped to ensure total funding received does not exceed the cost of the EVSE Despite the foregoing, if the applicant has applied for and receives, or will receive, an incentive under the EV charging station incentive program ZAPBC, no rebate will be paid under this program.

For customers who are eligible for the limited time Natural Resources Canada Zero Emission Vehicle Infrastructure funding that enabled the CleanBC EV Charger Rebate Program to offer increased rebates as of April 1, 2022 for apartment/condo and workplace program offers, the total Government Funding shall not exceed Seventy Five percent (75%) of the total Sub-project costs, except in the case where the Ultimate Recipient is a provincial, territorial, regional, or municipal government or their department or agency, or an Indigenous business or organization, in which case, the Total Government Funding shall not exceed One Hundred percent (100%) of the total Sub-projects costs.

# **PAYMENT OF REBATE**

- 13. Rebates may be issued by cheque addressed to the participant, as an account credit, or by e-transfer to the participant, at the discretion of the Partners. If provided as an account credit, the rebate will be reflected on the utility account holder's account as an offset of the amount owed for electricity service. This offset does not constitute a deduction of, variance from, or waiver of, the amounts or charges owed by the utility account holder under the applicable rate schedule, but simply a mechanism for paying the rebate. Partners are under no obligation to reissue a cheque or transfer returned as, or otherwise undeliverable or to replace a stale-dated cheque.
- 14. Processing of applications may take up to 120 days from receipt of all required documents, subject to verification and site visits.
- 15. Reimbursement of eligible costs will not be issued if work is incomplete. All the program requirements must be shown to be fulfilled before the payment is issued.

# INFORMATION UPDATES, VERIFICATION AND SITE VISITS

- 16. The participant will notify the Partners immediately if any information provided to the Partners changes, and the partners may, in their sole discretion, recalculate the rebate, reject the application or demand repayment of any funds already disbursed to the participant.
- 17. The Partners may, at their discretion, verify information provided by the participant by directly contacting any party associated with the EVSE, or by any other reasonable means. Participants must respond to any request for information within 30 days of receipt of notice, failing which the application may be rejected and/or rebates forfeited, at the sole discretion of the Partners.
- 18. Participants must retain copies of all documentation submitted to the Partners or required to confirm or support rebate eligibility for at least one year following the receipt of the rebate.
- 19. The Partners may conduct site visits to confirm eligibility, entitlement to rebates, and any other relevant information, and to document and take pictures of the premises and/or installed EVSE. Participants shall provide reasonable site access upon submitting their application and for a period of continuing for one year following receipt of a rebate.

#### **NO LIABILITY**

- 20. The Partners do not endorse any specific product, retailer, or contractor, and are not liable for the participant's selection of materials or products, or the workmanship, operation, performance or warranty associated with the EVSE or associated work performed, whether by a contractor, or otherwise, in relation to the Program. The Partners make no representation or warranty, whether express or implied, in respect of any product, materials, services or measures associated with the EVSE installed in relation to the Program.
- 21. The Partners are not responsible whatsoever for the acts, omissions, recommendations or advice of any contractors engaged by a participant.

# USE AND DISCLOSURE OF INFORMATION

- 22. The Partners collect, use and disclose the information (including personal information) submitted by the participant or otherwise collected as a result of the participant's participation in the Program for the purpose of administering the Program, developing promotional material for the Program, evaluating the effectiveness of the Program and undertaking analysis and research to inform changes to existing programs and the design of new programs.
- 23. The participant consents to:
  - the disclosure of their information to the Partners and any collaborating party (if the participant is eligible for a rebate funded or enabled by that collaborating party), and their respective affiliates and contractors, for the purposes of administering the program, developing promotional material for the Program, evaluating the effectiveness of the Program and undertaking analysis and research to inform changes to existing programs and the design of new programs.
  - b. if the applicant is the utility account holder, agree to provide, or authorize the EV charger manufacturer, charging station data (dates and times charger is used, electricity usage and power draw) for a period of up to 60 months before, and up to 60 months after their participation in the Program to the Partners and their respective affiliates and contractors, for the purposes of administering the program, evaluating the effectiveness of the Program and undertaking analysis and research to inform changes to existing programs and the design of new programs.
  - c. the disclosure of their information to contractor(s) for the purpose of administering the Program and conducting site verification.
  - d. be contacted by any of the Partners (or their authorized agents) by phone, email, direct mail or similar method for the purposes of administering, evaluating and researching all elements of the Program.
- 24. FortisBC collects, uses and discloses personal information in accordance with provisions of the Personal Information Protection Act ("PIPA") and its Privacy Policy (which is located at fortisbc.com/privacy). For more information, contact: Chief Privacy Officer at privacyofficer@ fortisbc.com or Suite 100, 1975 Springfield Road, Kelowna, British Columbia, V1Y 7V7.
- 25. BC Hydro collects, uses and discloses personal information in accordance with provisions of the Freedom of Information and Protection of Privacy Act ("FOIPPA") and its Privacy Policy (which is located at bchydro.com/privacy). BC Hydro's collection, use and disclosure of the personal information on application forms is undertaken in furtherance of BC Hydro's energy conservation mandate and obligations under the Clean Energy Act and the Utilities Commission Act. If BC Hydro customers have any questions regarding the information collected on the Program application form, they are invited to call BC Hydro's Customer Service at 604 224 9376 or 1 800 224 9376 outside of the Lower Mainland.
- 26. The Province of British Columbia as represented by the Minister of Energy, Mines and Low Carbon Innovation collects your personal information under section 26(c) and 26 (e) of FOIPPA. If customers have any questions regarding the collection, use or disclosure of the information collected on the Program application form, please contact CEVEnquiries@gov.bc.ca or PO Box 9314 Stn Prov Govt, 4th floor, 1810 Blanshard St, Victoria, BC, V8W 9N1.

#### GENERAL

- 27. The Partners reserve the right to revise the Program Terms without notice, including revising rebate amounts and eligibility requirements.
- 28. Decisions of Partners are final and binding and not subject to appeal. Partners may provide reasons for their decisions but are under no obligation to do so.
- 29. The Partners reserve the right, without incurring any liability, to reject applications the Partners determine, in their sole discretion, are incomplete, inaccurate, missing supporting documents or otherwise do not meet applicable program requirements or the program terms. Partners are not responsible for lost, delayed, damaged, illegible or incomplete applications. The Partners may reject an application if the participant fails to provide a fully completed application within ten business days after receiving a request to do so by the Partners.
- 30. The program, including its program terms are governed by and interpreted in accordance with the laws of the Province of British Columbia.

<sup>&</sup>lt;sup>i</sup> Terms and conditions updated February, 2023