

Oct 1, 2023

Re: Electric Vehicle Workplace, Fleet, and Multi-Unit Residential Building Charging Program

Listed below in this Agreement are the terms and conditions for the Electric Vehicle Workplace, Fleet, and Multi-Unit Residential Building Charging Program agreed upon by you:

ELECTRIC VEHICLE WORKPLACE, FLEET, AND MULTIPLE-UNIT RESIDENTIAL BUILDING CHARGING PROGRAM TERMS AND CONDITIONS

1.0 Overview

FortisBC Inc. (“**FortisBC**”) has developed the Electric Vehicle Workplace, Fleet, and Multiple-Unit Residential Building Charging Program (the “**Program**”) to encourage the installation and use of electric vehicle (“**EV**”) charging infrastructure at FortisBC electricity customer premises, including employee workplace and customer fleet charging, and at multiple-unit residential buildings.

The applicant (“**Applicant**”) has submitted, and FortisBC has approved, an application (the “**Application**”) for payment of the Incentive (as defined below) to the Applicant under the Program, subject to these terms and conditions (the “**Terms and Conditions**”).

2.0 Program Eligibility Requirements

2.1 The Applicant warrants and represents to FortisBC that the Application is complete and accurate and that Applicant and the Premises (as defined below) meet the Program eligibility requirements, including without limitation:

(i) **General Requirements:**

- (a) The Applicant is the FortisBC account holder for the premises where the electric vehicle charging station and its related electric vehicle supply equipment (together referred to as the “**EVSE**”) will be installed (“**Premises**”);
- (b) The Premises:
 - (i) receive electric utility service from FortisBC as a direct billed FortisBC customer; and
 - (ii) in order to measure total usage of all chargers connected to the electrical panel, have either:
 - 1. a FortisBC approved meter (installed at the main breaker of all electrical services dedicated to EVSE panels); or

2. where electrical services are not dedicated to EVSE, have a FortisBC approved check meter installed in line with dedicated EVSE panels or branch circuits, and

the applicable meter has been installed by FortisBC at the Applicant's cost.

- (c) The EVSE is already be installed at the Premises. The EVSE is either a hard-wired or plug in charger and is:

- (i) a Level 2 (208 or 240 volt) charging station and feature a SAE J1772 standard plug head;

- (ii) purchased (not leased) and approved for use in Canada with a cUL, ULC, cETL, or CSA or CQPs certification;

- (iii) new, in good working order, and not previously installed at another location; and

- (iv) has been installed by a Technical Safety BC licensed contractor with a GST number and a valid B.C. business licence.

(ii) **For the Workplace Charging incentive:**

- (a) The Applicant is the registered owner of the Premises or a tenant of the Premises (with the registered owner's written consent to the installation of the EVSE); and

- (b) The Premises:

- (i) have dedicated parking for employees available for employee use; and

- (ii) are a commercial or industrial premises.

(iii) **For the Fleet Charging incentive:**

- (a) The Applicant is:

- (i) the registered owner of the Premises or a tenant of the Premises (with the registered owner's written consent to the installation of the EVSE); and

- (ii) has corporate electric fleet vehicles.

(iv) **For the Multiple Unit Residential Building incentive:**

- (a) The Applicant is the strata corporation or property management association for the Premises with the necessary authority by, as applicable, a bylaw or resolution of the strata corporation; and

- (b) The Premises are comprised of three or more separate housing units sharing a parking area that is defined as common or limited common property. The

Applicant acknowledges and agrees that single family detached dwellings with one or more secondary suites are not eligible for the Incentive.

3.0 FortisBC Inspection Rights

3.1 The Applicant agrees:

- (i) FortisBC has the right to inspect the Premises to verify the purchase and installation of the EVSE before the Incentive is paid to the Applicant, and the Applicant will allow, if requested, a FortisBC representative reasonable access to the Premises; and
- (ii) No Incentive will be paid if the inspection is refused or upon discovery of any failure to comply with any requirement of the Program.

4.0 Incentive Payment

4.1 Subject to the terms and conditions of this Agreement, the Incentive payment (the “**Incentive**”) is as follows:

- (i) where the Applicant has received a rebate under the CleanBC Go Electric Program (the “**CleanBC Rebate**”), the Incentive payment for each EVSE installed is calculated as \$1,920.00 Canadian Dollars less the amount of the CleanBC Rebate;
- (ii) where the Applicant has not received a CleanBC Rebate, the Incentive payment for each EVSE installed is \$1,920.00 Canadian Dollars,

up to a maximum of seven (7) EVSEs per eligible Premises.

4.2 The Applicant acknowledges and agrees that the Program does not provide any incentive, funding or contribution other than the incentive set out in section 4.1.

4.3 The Incentive will be paid to the Applicant by bill credit. FortisBC may pay the Incentive by cheque in exceptional circumstances, within FortisBC’s sole discretion. If a cheque has not been cashed within six months from the date of issue, the cheque will be considered null and void. FortisBC is under no obligation to re-issue a cheque or transfer returned as, or otherwise undeliverable or to replace a stale-dated cheque.

4.4 The Applicant acknowledges and agrees that FortisBC may at its sole discretion, require the Applicant to repay all or part of the Incentive provided by FortisBC under the Program within 90 days of receipt by the Applicant of such notice in the event of any of the following:

- (i) FortisBC determines, in its sole discretion, that any information provided by the Applicant is incorrect or untrue, including but not limited to the failure to install the EVSE in the Premises; or
- (ii) FortisBC determines, in its sole discretion that the Applicant has failed to comply with these Terms and Conditions.

- 4.5 The decision by FortisBC to provide the Incentive under this Program to the Applicant is based on the information provided by the Applicant to FortisBC. In the event there is any change to such information, the Applicant will notify FortisBC immediately, and FortisBC may, in its sole discretion, void the Application and this Agreement and terminate any obligation to pay any Incentive to the Applicant, or demand repayment of any funds already disbursed to the Applicant.

5.0 Minimum Annual Consumption Commitment and Incentive Repayment

- 5.1 The Applicant acknowledges that FortisBC's payment of the Incentive to the Applicant under the Program is based, in part, on the commitment by the Applicant to use a minimum of:

- (i) where the Applicant has received an incentive payment of \$1,920.00 under section 4.1(ii), 2,500 kWh;
- (ii) where the Applicant has received a partial incentive payment calculated under section 4.1(i), 76.8kWh of usage per dollar of incentive received.

annually between January 1 to December 31 each year per EVSE installed (the "**Minimum Annual Quantity**"), commencing on the date the Applicant signs these Terms and Conditions (the "**Effective Date**") and expiring [Five] years after the Effective Date (the "**Minimum Annual Quantity Term**"). If the Effective Date is not January 1:

- (iii) for the first year the Minimum Annual Quantity will be pro-rated for the period from the Effective Date to December 31, and
- (iv) for the final year, the Minimum Annual Quantity will be pro-rated for the period from January 1 to the expiry date of the Minimum Annual Quantity Term.

- 5.2 The Minimum Annual Quantity will be monitored via the FortisBC approved meter referred to in section 2.1(1)(b)(ii).

- 5.3 If, by December 31 of each year (or as applicable the period calculated under section 5.1(i) or 5.1(ii)) of the Minimum Annual Quantity Term, the Applicant has used less than the Minimum Annual Quantity, FortisBC will bill the Applicant via their FortisBC utility account and the Applicant agrees to pay FortisBC the difference between the Minimum Annual Quantity and the actual kWh used at current energy rate in their rate schedule.

- 5.4 If, in the case of the Workplace Charging Incentive or the Fleet Charging Incentive, the Applicant ceases to be the registered owner of the Premises or a tenant of the Premises during the Minimum Annual Quantity Term, unless otherwise agreed between FortisBC and the Applicant:

- (i) FortisBC will bill the Applicant via their FortisBC utility account and the Applicant will repay to FortisBC that portion of the Incentive payment calculated as [The **Incentive** paid divided by 72 months, multiplied by the **Minimum Annual Quantity Term** remaining in months.]; and

- (ii) subject to payment by the Applicant in accordance with section 5.4(i), the Minimum Annual Quantity commitment will no longer apply to the Applicant.

6.0 General Representations and Warranties of the Applicant

6.1 The Applicant represents, warrants and covenants that it:

- (i) has read all the eligibility requirements as set forth in the Program documents, the Application and these Terms and Conditions and warrants that the Applicant and the Premises fully meet all such requirements to participate in the Program; and
- (ii) has and will maintain all licenses, registrations, permits and authorities as required by any legislation or governmental, municipal, regulatory or licensing authority.

7.0 Covenants of the Applicant

7.1 The Applicant represents, warrants and covenants that it:

- (i) has and will ensure that all EVSE installations are performed in a quality, safe and approved manner and in accordance with all laws, by-laws, codes and regulations of any government or regulatory authority having jurisdiction over same;
- (ii) is solely responsible for (including without limitation the cost related to) the purchase, installation, operation, maintenance and repair of the EVSEs installed in the Premises and any contracts entered into with respect to the Premises;
- (iii) is responsible for ensuring that the installation of the EVSEs installed in the Premises is compliant with all manufacturer specifications and all applicable laws, codes, standards and ordinances, including any installation permits required by the British Columbia Safety Authority or municipal regulatory authority; and
- (iv) agrees that the selection, purchase and installation of the EVSEs installed in the Premises are the sole responsibility of the Applicant. The Applicant acknowledges and agrees that FortisBC makes no representation or warranty, whether expressed or implied in respect of any such EVSE that the Applicant has chosen and applied to the Program for, nor any warranty that the EVSE installed in the Premises will satisfy the requirements of any law, specification or contract and FortisBC does not accept any liability with respect to the same. The Applicant agrees that FortisBC has no liability concerning any the design, capability, installation, performance, or fitness, of the EVSEs.

8.0 Limitation of Liability and Indemnity

8.1 FortisBC assumes no liability or responsibility for work completed or services performed for the Applicant pursuant to the Program.

8.2 The Applicant indemnifies and saves harmless FortisBC and its directors, officers and employees (such indemnity to survive the termination of this Agreement, the Program or the Applicant's participation in the Program) for all costs, expenses, causes of actions, claims, suits and judgements incurred by FortisBC as a result of or arising from the Program including without limitation:

- (i) unsafe or unsatisfactory work performed by the Applicant, its employees, agents, contractors and sub-contractors;
- (ii) any breach, violation or non-performance by the Applicant of any obligation contained in these terms and conditions to be observed or performed by the Applicant;
- (iii) any injury to any person, including without limitation death;
- (iv) any damage to property howsoever occasioned; and
- (v) any claim, demand or action made by a third party against FortisBC based upon FortisBC providing funding under this Agreement.

8.3 This section will survive the expiry or earlier termination of this Agreement.

9.0 Additional Terms and Conditions

- 9.1 The Program is limited to Applications received by FortisBC after Oct 1, 2023 and before June 30, 2026. FortisBC reserves the right, in its sole discretion, to amend or modify these Terms and Conditions or terminate the Program at any time based on funding limitations or for any other reason, without notice. FortisBC reserves the right to limit the number of incentives it provides under the Program. Incentives will be paid on a first come first serve basis.
- 9.2 It is mutually understood and agreed that the Applicant is an independent contractor and is not the legal representative, or agent, partner or joint venturer of FortisBC for any purpose whatsoever and will have no right to, in any way, bind or otherwise commit FortisBC to any matter whatsoever.
- 9.3 The Applicant is solely responsible for meeting all Program requirements and complying with any laws, regulations or by-laws regarding permits, codes, restrictions or inspections provided by the Applicant in relation the Program.
- 9.4 FortisBC's decisions relating to the Program, including without limitation product acceptability and applicant eligibility, shall be final and binding and not subject to appeal.
- 9.5 The Program is independent of other incentives and rebates by FortisBC and/or other utilities, manufacturers, or government incentive programs or grants. The Applicant is solely responsible for verifying whether or not its participation in the Program will limit or prevent the Applicant from participating in other incentive, rebate or grant programs, including without limitation Natural Resource Canada's Zero Emission Vehicles Infrastructure Program and the CleanBC Go Electric EV Program.
- 9.6 The Incentive cannot be assigned or transferred. The Incentive will be payable to the Applicant only.
- 9.7 FortisBC does not endorse any particular consultant, manufacturer, product, system, design, contractor, supplier or installer in promoting this Program.

- 9.8 The Applicant is solely responsible for any tax liability imposed as a result of payment of the incentive.
- 9.9 The Program and these terms and conditions will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 9.10 By applying for the Program, the Applicant acknowledges that FortisBC or one of its agents may contact the Applicant in the future to participate in a survey regarding the Program.
- 9.11 For the purposes of the Program and these Terms and Conditions, “**Applicant Information**” means all information disclosed by the Applicant in the Application and any other Program application materials, which includes such personal information as disclosed by the Applicant. By participating in this Program, the Applicant acknowledges and agrees that:
- (i) FortisBC collects, uses and discloses the Applicant Information for the purposes of processing, administering and evaluating the Program and developing other FortisBC programs; in accordance with the *Personal Information Protection Act* and FortisBC’s Privacy Policy (available at fortisbc.com/privacy).
 - (ii) FortisBC may contact the Applicant in the future to review the effectiveness of the Program, which may include surveys; and
 - (iii) FortisBC may disclose the Applicant Information to its affiliates for the purposes of administering and evaluating this Program and developing other FortisBC programs.

If you agree to the foregoing Terms and Conditions, please sign, scan and return a copy of this Agreement by email to FortisBC at EV@fortisbc.com as soon as possible.

THE ABOVE TERMS AND CONDITIONS ARE HEREBY AGREED TO:

Full legal name of Applicant (please print)

Signature

Name and Title (please print)

Date

Address