

# Electric Vehicle Workplace, Fleet, and Multi-Unit Residential Building Charging Program terms and conditions



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 customer's 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 Rebate (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 must be the FortisBC account holder for the premises where the EV charging station and its related equipment (together referred to as the "EV Charger") are installed ("Premises");
- (b) The Premises must receive electric utility service from FortisBC as a direct billed FortisBC customer;
- (c) In order to measure total usage of all chargers connected to the electrical panel, either:
  - (i) the Premises have a FortisBC approved meter that has been installed by FortisBC at the Applicant's cost (installed at the main breaker of all electrical services dedicated to the EV Charger(s)); or
  - (ii) the Applicant agrees to provide annual energy consumption data, which contains a list of all EV charging sessions, including but not limited to dates, time, and energy consumed, to FortisBC and supported by a commissioned affidavit.
- (d) The EV Charger(s) having already been commissioned at the Premises within six (6) months of the application date. The EV Charger 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;
  - (iv) a networked charger that communicates to other stations and/or to a server or the cloud through cellular/wireless signal or connected vehicle communications using software to report on usage and/or other capabilities such as providing real-time status of charging stations; and
  - (v) installed by a Technical Safety BC licensed contractor with a GST number and a valid B.C. business licence. It is recommended that the charging stations be installed by electricians who have completed the Electric Vehicle Infrastructure Training Program (EVITP). Upon request of FortisBC, the Applicant will provide proof of installation by such an electrical contractor satisfactory to FortisBC in its sole discretion.

#### (ii) For the Workplace Charging rebate:

- (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 EV Charger(s)); 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 rebate:

##### (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 EV Charger(s)); and
- (ii) has corporate electric fleet vehicles.

#### (iv) For the Multiple Unit Residential Building rebate:

- (a) The Applicant is the strata corporation or property management association that is delegated power by the strata corporation for the Premises with the necessary authority to, as applicable, implement 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 Rebate.

### 3.0 Eligible Costs

Eligible costs include:

- Purchase of the charging station;
- Labour and construction costs for the installation of the charging station, and associated conduit by a licensed electrical contractor;
- Site assessments of the building's requirements and costs to install EV charging infrastructure. A site assessment to include:
  - Analysis of electrical capacity;
  - Review of panel capacity;
  - Review of physical electrical set up in building and identifying points of interconnection.
- Identification of potential design options for up to 100% electrification;
- Electrical and other related permits;
- Parking and electrical design to accommodate the charging stations and conduit;
- EV parking signage;
- Costs for installation of EV Charger(s) dedicated service; and
- Additional costs that FortisBC determines as eligible at its sole discretion.

All Program requirements must be shown to be fulfilled before the payment will be issued. If an Applicant is unsure about a requirement, please contact FortisBC before completing the work: [EV@fortisbc.com](mailto:EV@fortisbc.com).

### 4.0 FortisBC Inspection Rights

4.1 The Applicant agrees:

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

### 5.0 Rebate Payment

5.1 Subject to the Terms and Conditions of this Agreement, the Rebate payment (the "Rebate") is as follows:

- (i) an Applicant can receive up to \$1,920.00 CAD for each EV Charger installed and commissioned;

- (ii) up to a maximum of seven (7) EV Chargers can be eligible for the Rebate per eligible Premises;
- (iii) total combined funding and rebates received by the Applicant cannot exceed 100% of the Total Project Costs.

5.2 The Applicant acknowledges and agrees that the Program does not provide any rebate, funding, or contribution other than the Rebate set out in section 6.1.

5.3 The Rebate will be paid to the Applicant by bill credit. FortisBC may pay the Rebate by cheque in exceptional circumstances, in FortisBC's sole discretion. If a cheque has not been cashed within six (6) 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.

5.4 The Applicant acknowledges and agrees that FortisBC may at its sole discretion, require the Applicant to repay all or part of the Rebate within ninety (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 EV Charger(s) in the Premises; or
- (ii) FortisBC determines, in its sole discretion that the Applicant has otherwise failed to comply with these Terms and Conditions.

5.5 For the purposes of the Program and the Agreement, "**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. The decision by FortisBC to provide the Rebate is based on the Applicant Information. In the event there is any change to Applicant Information, the Applicant will notify FortisBC immediately, and (i) FortisBC may, in its sole discretion, terminate this Agreement without any obligation to pay any Rebate to the Applicant, or (ii) the Applicant will be required to repay any Rebate paid to the Applicant, upon demand, as applicable.

## 6.0 Minimum Annual Consumption Commitment and Rebate Repayment

6.1 The Applicant acknowledges that FortisBC's payment of the Rebate 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 the full rebate payment of \$1,920.00 CAD under section 6.1(i): 2,500 kWh;
- (ii) where the Applicant has received a partial rebate payment calculated under section 6.1(i): 1.3 kWh of usage per dollar of rebate received.

annually between January 1 to December 31 each year per EV Charger installed (the "Minimum Annual Quantity"), commencing on the date the Applicant signs this Agreement (the "Effective Date") and expiring five (5) 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.

6.2 The Minimum Annual Quantity will be monitored via the FortisBC approved meter referred to in section 2.1(1)(c)(i) or based on EV charging data provided by the Applicant referred to in section 2.1(1)(c)(ii).

6.3 If, by December 31 of each year (or as applicable the period calculated under section 7.1(i) or 7.1(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.

6.4 If, in the case of the Workplace Charging Rebate or the Fleet Charging Rebate, 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 Rebate payment calculated as: [The Rebate paid divided by sixty (60) months, multiplied by the Minimum Annual Quantity Term remaining in months]; and
- (ii) subject to payment by the Applicant in accordance with section 7.4(i), the Minimum Annual Quantity commitment will no longer apply to the Applicant.

## 7.0 General Representations and Warranties of the Applicant

7.1 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.

## 8.0 Covenants of the Applicant

8.1 The Applicant represents, warrants and covenants that it:

- (i) has and will ensure that all EV Charger 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 EV Charger(s) installed in the Premises and any contracts entered into with respect to the Premises;
- (iii) is responsible for ensuring that the installation of the EV Charger(s) 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) the selection, purchase and installation of the EV Charger(s) 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 EV Charger that the Applicant has chosen and applied to the Program for, nor any warranty that the EV Charger 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 EV Charger(s).

## 9.0 Limitation of Liability and Indemnity

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

9.2 The Applicant indemnifies and saves harmless FortisBC and its directors, officers and employees 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 this Agreement 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.

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

#### 10.0 Additional Terms and Conditions

- 10.1 The Program is limited to Applications received by FortisBC after October 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 rebates it provides under the Program. Rebates will be paid on a first come first serve basis.
- 10.2 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.
- 10.3 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.
- 10.4 FortisBC's decisions relating to the Program, including without limitation product acceptability and applicant eligibility, will be final and binding and not subject to appeal.
- 10.5 The Program is independent of other rebates and rebates by FortisBC and/or other utilities, manufacturers, or government rebate 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 rebate, rebate or grant programs, including without limitation, Natural Resource

Canada's Zero Emission Vehicles Infrastructure Program and the CleanBC Go Electric EV Program.

10.6 The Rebate cannot be assigned or transferred. The Rebate will be payable to the Applicant only.

10.7 FortisBC does not endorse any particular consultant, manufacturer, product, system, design, contractor, supplier or installer in promoting this Program.

10.8 The Applicant is solely responsible for any tax liability imposed as a result of payment of the Rebate.

10.9 The Program and the Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.

10.10 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.

10.11 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](https://fortisbc.com/privacy)).

- (ii) FortisBC may contact the Applicant in the future to review the effectiveness of the Program, which may include surveys; and

**FortisBC may disclose the Applicant Information to its affiliates for the purposes of administering and evaluating this Program and developing other FortisBC programs.**

Processing of applications may take a minimum of 90 days; FortisBC is not responsible for lost, delayed, damaged, illegible or incomplete applications