

EV Fleet Program Terms and Conditions (the “Terms and Conditions”)

1. BACKGROUND

- a. The BC Hydro EV Fleet Program (the “Program”) is funded by British Columbia Hydro and Power Authority (“BC Hydro”) and includes funding provided to BC Hydro by the Government of Canada (Natural Resources Canada) (“NRCAN”) and administered by British Columbia Hydro and Power Authority (“BC Hydro”), that supports a qualified applicant (the “Applicant”) to plan and implement the infrastructure necessary to electrify on-road fleet vehicles. The Program is a part of BC Hydro’s EV Fleet Program that provides funding to create a best-practice EV Ready Fleet Plan, along with incentives to install new electrical infrastructure for fleet charging.
- b. The Program Terms and Conditions are effective as of August 1st, 2025.

2. ELIGIBILITY

- a. The Applicant must be the registered owner of the premises and/or a tenant of the premises (with the property owner’s written consent);
- b. If the Applicant is not the electric utility account holder for the premises, the Applicant must provide written authorization from the BC Hydro utility account holder along with his/her/their application;
- c. The premise must be located in British Columbia; and
- d. The Applicant must receive electric utility service from BC Hydro or the City of New Westminster.

3. APPLICATION DEADLINE

- a. The Applicant must submit a fully completed application, proof of payment for the EV Ready Fleet Plan (as defined below) and, if applicable, the electrical infrastructure costs in accordance with the Applicant’s EV Ready Fleet Plan and required supporting documents by the following deadlines:
 - (i) For the EV Ready Fleet Plan Incentive – within 6 months from the signed EV Ready Fleet Plan Funding Agreement (as defined below), or earlier as identified in a signed agreement.
 - (ii) For the Electrical Infrastructure Incentive – within 12 months from the date of the signed Incentive Funding Agreement (as defined below), or earlier as identified in a signed agreement.

4. INCENTIVE OFFERS AND ELIGIBILITY REQUIREMENTS

4.1. EV Ready Fleet Plan Incentive

4.1.1. Funding

- a. A rebate of 50% of planning costs (excl. GST) up to a maximum of \$15,000 to create an EV Ready Fleet Plan.

4.1.2. Eligibility

- a. The Applicant must have a signed agreement with BC Hydro for EV Ready Fleet Plan Incentive.
- b. The Applicant must own or lease on-road fleet vehicles (Class 1 through 8) to be eligible; and
- c. The Applicant must identify and plan for at least 1 fleet vehicle to be replaced with an electric zero-emission vehicle in the next 3 years.
- d. Terminal tractors are eligible.
- e. The EV Ready Fleet Plan must meet the [Program requirements for EV Ready Fleet Plans](#). In the case that the program requirements and these terms and conditions vary, BC Hydro reserves the right to determine which takes priority when forming a funding agreement with the Applicant.

4.2. Electrical Infrastructure Incentive

4.2.1. Funding

- a. Up to 50% of Eligible Infrastructure Costs.
- b. Eligible Infrastructure Costs can include the electrical design, civil and electrical work, new connection service from BC Hydro if required, and Electrical hardware associated and necessary for the fleet charging electrical system as reviewed and accepted by BC Hydro prior to an agreement being made. Electric vehicle supply equipment (chargers) are not an eligible cost. See Section 10.
- c. Funding amount is determined based on a review of costs, electrification opportunities, emission savings, and the overall business case (the “Electrical Infrastructure Incentive”, and individually or collectively with the EV Ready Fleet Plan Incentive, as the context so requires, the “Incentive”).

4.2.2. Eligibility for Funding – Electrical Infrastructure Incentive

- a. The Applicant must have an [EV Ready Fleet Plan](#) approved by BC Hydro and have a signed agreement with BC Hydro for an Electrical Infrastructure Incentive based on that plan (the “EV Ready Fleet Plan Funding Agreement”).
- b. The Applicant may apply directly to the Electrical Infrastructure Incentive provided a completed [EV Ready Fleet Plan Workbook](#) and single-line diagram are submitted with the application and upon review BC Hydro deems them acceptable.
- c. The Applicant must lease or purchase the zero-emission vehicles in accordance with the schedule as identified in the [EV Ready Fleet Plan Workbook](#). The signed incentive funding agreement (the “Electrical Infrastructure Incentive Funding Agreement”) will specify the number of zero-emission vehicles and the annual energy in kWh estimated with the full plan.

5. COMBINING OFFERS

The Program Incentive may be stacked with other fleet electrification program incentives as long as the total incentives received by the Applicant do not exceed 75% of eligible costs incurred by the same Applicant. The Applicant must disclose and demonstrate clearly to BC Hydro the other funding or incentive it has applied for and/or received in advance of BC Hydro determining the Incentive it is eligible for. BC Hydro reserves the right to not allow stacking with any particular program with the Program Incentive. Please contact evfleet@bchydro.com for further enquiries.

6. NUMBER OF APPLICATIONS

- a. No more than one EV Ready Fleet Plan Incentive per eligible Applicant’s site shall be allowed under the Program, except where a phased approach is approved in writing by BC Hydro.
- b. Charging infrastructure can be installed in phases in accordance with the EV Ready Fleet Plan, however the program will not fund replacement of existing EV charging infrastructure previously built including that which was previously funded by the program.

7. PRE-APPROVAL

The Applicant must obtain approval in writing from BC Hydro prior to beginning and/or incurring costs for its EV Ready Fleet Plan and/or electrical infrastructure costs under the Program. Any purchases made before a fully signed Incentive Funding Agreement will not be eligible for Program Incentive.

8. APPLICANT OBLIGATIONS

The Applicant is solely responsible for:

- a. Choosing and retaining companies to complete their EV Ready Fleet Plan and installing their electrical infrastructure in accordance with their EV Ready Fleet Plan as well as meeting all Program requirements, including without limitation ensuring electrical permits are obtained and approved;

- b. Obtaining all required authorizations for the installation and operation of the electrical infrastructure upgrades in accordance with their EV Ready Fleet Plan at the premises, including, as applicable, from the utility account holder and the property management or owner/landlord; and
- c. Complying with all applicable laws, bylaws, orders, ordinances, standards, codes and rules, 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.

9. INDEMNIFICATION

The Applicant hereby indemnifies, releases, and saves harmless BC Hydro and its affiliated entities, their respective directors, officers, agents, contractors, consultants, employees, and those for whom BC Hydro is responsible at law (collectively, the "BC Hydro Parties") from any or all liability, damages, claims, demands, expenses, and costs for claims, costs for injury or death of any person including without limitation personal injury, damage to or destruction of property and all economic loss suffered by any person, whether directly or indirectly, arising from or occurring by reason of the Program, receipt of or failure to receive the Incentive (whether the EV Ready Fleet Plan Funding or the Electrical Infrastructure Incentive Funding), actual or alleged preparation or installation or use of the electrical infrastructure installed in accordance the EV Ready Fleet Plan, BC Hydro Parties' site visit to the premises, or otherwise the Applicant's enrolment in the Program, including any actions, negligence, or omissions by third-party consultants or contractors in the installation of the electrical infrastructure, it being understood that such foregoing obligations shall survive termination of these Terms and Conditions, or cancellation or expiry of the Program.

10. ELIGIBLE COSTS

The costs eligible for reimbursement are described in Section 4.2 above and verified upon submission of the final application to BC Hydro.

11. PAYMENT OF INCENTIVE

- a. The Applicant can choose to have its Incentive issued by cheque or electronic funds transfer. BC Hydro is under no obligation to reissue a cheque or transfer returned as, or otherwise undeliverable or to replace a stale-dated cheque.
- b. Processing of applications may take up to 90 days from receipt of all required documents, subject to verification and site visits.
- c. The Incentive payment will not be issued if work is incomplete or if the Applicant is in default of any of its obligations under the Terms and Conditions. The Applicant must clearly demonstrate to BC Hydro that all of the Program requirements are fulfilled before an application can be approved and the Incentive payment is made by BC Hydro.

12. INFORMATION UPDATES, VERIFICATION AND SITE VISITS

- a. The Applicant will notify BC Hydro immediately if any information provided for the Program changes, and BC Hydro may, at its sole discretion, recalculate the Incentive amount, reject the application, or demand repayment of any amounts already disbursed to the Applicant. Changes that may affect the Incentive include revisions to the replacement schedule for EVs, annual energy, power, and emissions values, change to the project costing, and changes to the charger type and installation schedule.
- b. BC Hydro may, at its discretion, verify information provided by the Applicant by directly contacting any party associated with the Applicant's application, or by any other reasonable means. The Applicant must respond to any request for information within 30 days of receipt of notice, failing which the application may be rejected and Incentives forfeited, at the sole discretion of BC Hydro.

- c. The Applicant must retain copies of all documentation submitted to BC Hydro that are required to confirm or support rebate eligibility for at least 3 years following the receipt of the Incentive.
- d. BC Hydro and/or any of the BC Hydro Parties may conduct site visits to confirm the Applicant's eligibility to the Program, entitlement to the Incentive, and any other relevant information to the Program, and to document and take pictures of the premises and/or installed electrical infrastructure. The Applicant shall provide reasonable site access to BC Hydro and any of the BC Hydro Parties upon submitting their application and for a period of 1 year following the receipt of the Incentive, or longer as identified in a signed agreement.

13. NO LIABILITY

- a. BC Hydro does not endorse any specific product, retailer, contractor, or company and are not liable for the Applicant's selection of materials, products, operation, performance, or warranty associated with the equipment or associated work performed, whether by a contractor, or otherwise, in relation to the Program. BC Hydro makes no representation or warranty, whether expressed or implied, in respect of any product, materials, services, the EV Ready Fleet Plan or measures associated with the installations in relation to the Program.
- b. BC Hydro is not responsible for any reason whatsoever for the acts, omissions, negligence, recommendations, or advice of any contractors or company engaged or retained by the Applicant.
- c. In no event will BC Hydro be liable to the Applicant or to any other third party for any loss of use, revenue or profit or for any consequential, incidental, indirect, exemplary, special or punitive damages.

14. USE AND DISCLOSURE OF INFORMATION

- a. BC Hydro collects, uses and discloses the information submitted by the Applicant or otherwise collected as a result of the Applicant'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.
- b. The Applicant consents to:
 - i. the disclosure of their information to BC Hydro and any 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;
 - ii. if the Applicant is the utility account holder, the disclosure of their utility billing, energy consumption, and 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 BC Hydro and 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;
 - iii. the disclosure of their information to contractor(s) for the purpose of administering the Program and conducting site verification; and
 - iv. be contacted by BC Hydro (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.
- c. The applicant will not include personal information as defined under *Freedom of Information and Protection of Privacy Act* (FOIPPA) in their submissions/documentation to BC Hydro. Should BC Hydro receive information that it believes is personal information, BC Hydro will return the document/submission to the Applicant and request they re-send without including the personal information.
- d. 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 the Applicant has any questions regarding the information collected on the Program application form, the Applicant is invited to call BC Hydro's Customer Service at 604 224 9376 or 1 800 224 9376 outside of the Lower Mainland.

15. GENERAL

- a. BC Hydro reserves the right to revise the Program Terms and Conditions without notice, including revising the Incentive amounts and eligibility requirements.
- b. Decisions of BC Hydro are final and binding and not subject to appeal. BC Hydro may provide reasons for its decisions to the Applicant but are under no obligation to do so.
- c. BC Hydro reserves the right, without incurring any liability, to reject applications BC Hydro determines, in its sole discretion, are incomplete, inaccurate, missing supporting documents or otherwise do not meet applicable program requirements or the program terms. BC Hydro is not responsible for lost, delayed, damaged, illegible, or incomplete applications. BC Hydro may reject an application if the Applicant fails to provide a fully completed application within ten business days after receiving a request to do so by the BC Hydro.
- d. These Program Terms and Conditions will extend to, be binding upon and enure to the benefit of BC Hydro and the Applicant and their respective successors and assignees provided that the Applicant will not be entitled to assign these Terms and Conditions without the prior written consent of BC Hydro.
- e. The Program, including its Terms and Conditions and any document produced in association or pursuant to the Program, are governed by and interpreted in accordance with the laws of the Province of British Columbia.
- f. All monies referenced in the Program and the Terms and Conditions are the lawful currency of Canada.

16. SUPPLEMENTAL FUNDING TERMS AND CONDITIONS

Applicants who are granted Supplemental Funding, provided by NRCAN and administered by BC Hydro, must meet the additional terms and conditions below, or the Supplemental Funding, identified as Canada Incentive Contribution in Schedule A and Schedule B of their BC Hydro Electrical Infrastructure Incentive Funding Agreement will not be paid. If these terms and conditions are later found not to be met, the Recipient may be required to repay the Canada Incentive Contribution portion at the sole discretion of BC Hydro.

- a. Supplemental Funding for the Electrical Infrastructure Incentive may be provided based on the quantity and types of chargers, up to a maximum of \$100,000 per organization.
- b. BC Hydro will notify the Applicant of Supplemental Funding eligibility and the additional incentive available.
- c. Total Government Funding includes all funding from federal, provincial, and municipal governments, and BC Hydro.
- d. Total Government Funding of project with Supplemental Funding shall not exceed Seventy Five percent (75%) of the total Eligible Project Costs (described below), except in the case where the Applicant is an indigenous business or community, a not-for-profit organization, a provincial, territorial, regional, or municipal government or their department or agency, in which case, the Total Government Funding shall not exceed One Hundred percent (100%) of the total Eligible Project Costs.
- e. Applicants for Supplemental Funding are limited to legal entities validly incorporated or registered in Canada or abroad, including not-for-profit and for-profit organizations installing EV infrastructure in Canada. Federal organizations, such as Federal Departments, Federal Crown Corporations or Federal Agencies shall not under any circumstances be recipients of Supplemental Funding.
- f. Eligible Project Costs include:

- i. Professional services (e.g., scientific, technical, management; contracting; engineering; construction; installation, testing and commissioning of equipment; training; marketing; data collection; logistics; maintenance plans; printing; distribution; audit and evaluation);
 - ii. Capital expenses, including informatics and other equipment or infrastructure;
 - iii. Rental fees or leasing costs;
 - iv. License fees and permits;
 - v. Costs associated with environmental assessments; and
 - vi. GST, PST and HST net of any tax rebate to which the recipient is entitled.
- g. Projects with Supplemental Funding will adhere to the following requirements:
 - i. Be a permanent installation of new and purchased equipment (not leased);
 - ii. Be for a new installation, or expansion of an existing installation (not for the replacement of an existing installation);
 - iii. The work performed must be in compliance with all applicable local codes and bylaws;
 - iv. Chargers will have the ability to communicate 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;
 - v. Chargers will be commercially available and certified for use in Canada (for example, CSA, ULC, UL, Interlink).
 - vi. Level 2 chargers will have a SAE J1772 standard or NACS connector type.
 - vii. Direct Current Fast Chargers must include one or more of the following charging connector types: CHAdeMO, SAE J1772 Combo (CCS) or North American Charging System (NACS).
- h. Applicants receiving Supplemental Funding will be required to comply with specific contract terms specified in the Electrical Infrastructure Incentive Agreement.
- i. If Applicants receiving Supplemental funding would like to reduce their obligations by reducing the number or type of EVSE (electric vehicle supply equipment) being installed, the Supplemental funding will be decreased accordingly. BC Hydro must be notified of this scope change impact on number and type of EVSE ports, expected energy and power demand, and greenhouse gas ("GHG") reduction as soon as reasonably practical, and in no case more than 30 days after the scope change directive was made. This scope change may also impact BC Hydro funding.