

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

BACKGROUND

- The Fleet and Mobile Diesel Electrification Program (the “**Program**”) is funded and administered by British Columbia Hydro and Power Authority (“**BC Hydro**”).
- The Program Terms and Conditions are effective as of June 2, 2022.

1. ELIGIBILITY

- a. The applicant (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 submit a completed and signed Utility Account Holder Consent form 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.

2. 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:
- b. For the EV Ready Fleet Plan – within 6 months from the signed EV Ready Fleet Plan Funding Agreement (as defined below).
- c. For electrical infrastructure incentives – within 9 months from the signed Incentive Funding Agreement (as defined below).

3. INCENTIVE OFFERS AND ELIGIBILITY REQUIREMENTS

EV Ready Fleet Plan

Funding

- a. Fleets less than 150 medium- or heavy-duty vehicles: A rebate of 50% of planning costs (excl. GST) up to a maximum of \$10,000; or
- b. Fleets greater than 150 medium- or heavy-duty vehicles: A rebate of 50% planning costs (excl. GST) up to a maximum of \$15,000 (the “**EV Ready Fleet Plan Incentive**”, and individually or collectively with the Electrical Infrastructure Incentive, as the context so requires, the “**Incentive**”).

Eligibility

- a. The Applicant must have a minimum of 20 medium- and/or heavy-duty vehicles (Class 2b through 8 including pickup trucks as defined by the Program) in its fleet to be eligible; and
- b. The Applicant need to identify and plan for at least 6 medium or heavy-duty vehicles that could be replaced with zero emission vehicles in the next 3 years.

Electrical Infrastructure Incentive

Funding

- a. Up to 50% of infrastructure costs, not including charging equipment.

- b. 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**”).

Eligibility for Funding

- a. The Applicant must have an EV Ready Fleet Plan approved by BC Hydro (the “;”), and have a signed agreement with BC Hydro for electrical infrastructure funding based on that plan (the “**EV Ready Fleet Plan Funding Agreement**”);
- b. BC Hydro will consider studies completed outside of its Program offer if the Applicant’s previous study meets the EV Ready Fleet Plan requirements; and
- c. The Applicant must lease or purchase at least 6 zero-emission medium- or heavy-duty vehicles to be incorporated into the fleet within 3 years from the installation of its electrical infrastructure in accordance with the signed incentive funding agreement (the “**Incentive Funding Agreement**”).

4. COMBINING OFFERS

- a. The Program Incentive may be stacked with BC Hydro’s other incentives as long as the total incentives received by the Participant do not exceed 75% of costs incurred by the same Participant. The Participant must disclose and demonstrate clearly to BC Hydro 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.

5. NUMBER OF APPLICATIONS

- a. No more than 1 EV Ready Fleet Plan per eligible Participant site shall be allowed under the Program.

6. PRE-APPROVAL

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

7. PARTICIPANT OBLIGATIONS

The Participant is solely responsible for:

- a. Choosing companies to complete their EV Ready Fleet Plan and installing their electrical infrastructure in accordance with their EV Ready Fleet Ready Plan as well as meeting all Program requirements (including the Program Terms and Conditions), 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.

8. INDEMNIFICATION

- a. The Participant hereby indemnifies, releases, and saves harmless BC Hydro and its affiliated entities, their respective directors, officers, agents, contractors, 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 Participant’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.

9. ELIGIBLE COSTS

- a. The costs eligible for reimbursement and maximum Incentive amounts will be determined at the invoice date incentive amounts may be changed by BC Hydro at any time without notice and payment is subject to the availability of funds.

10. 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 Participant is in default of any of its obligations under the Terms and Conditions. The Participant must clearly demonstrate to BC Hydro that a of the Program requirements are fulfilled before an application can be approved and the Incentive payment made by BC Hydro.

11. INFORMATION UPDATES, VERIFICATION AND SITE VISITS

- a. The Participant 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 Participant.
- b. BC Hydro may, at its discretion, verify information provided by the Participant by directly contacting any party associated with the Participant’s application, or by any other reasonable means. The Participant 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 Participant must retain copies of all documentation submitted to BC Hydro or required to confirm or support rebate eligibility for at least 1 year following the receipt of the Incentive.
- d. BC Hydro and/or any of the BC Hydro Parties may conduct site visits to confirm the Participant’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 Participant 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.

12. NO LIABILITY

- a. BC Hydro does not endorse any specific product, retailer, contractor, or company and are not liable for the Participant'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 by the Participant.

13. USE AND DISCLOSURE OF INFORMATION

- a. BC Hydro collects, uses and discloses 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.
- b. The Participant consents to:
 - a. 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;
 - b. 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;
 - c. the disclosure of their information to contractor(s) for the purpose of administering the Program and conducting site verification; and
 - d. 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.
 - e. 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 Participant has any questions regarding the information collected on the Program application form, the Participant is invited to call BC Hydro's Customer Service at 604 224 9376 or 1 800 224 9376 outside of the Lower Mainland.

14. 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 Participant 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 Participant fails to provide a fully completed application within ten business days after receiving a request to do so by the BC Hydro.
 - d. The Program, including its Terms and Conditions are governed by and interpreted in accordance with the laws of the Province of British Columbia.
 - e. All monies referenced in the Program and the Terms and Conditions are the lawful currency of Canada.
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