

# RTO7 GO EV CHARGING PROGRAM - PROJECT AGREEMENT

between

<b>APPLICANT</b>
LEGAL ORGANIZATION NAME:
PROJECT PRIMARY SITE ADDRESS:
ADDITIONAL PROJECT SITE ADDRESSES:
EMAIL ADDRESS:

and

<b>PROGRAM OPERATOR</b>
Regional Tourism Organization 7
PO Box 973 Thornbury, ON N0H 2P0
goev@rto7.ca

The RTO7 GoEV Program is an electric vehicle (“EV”) charging infrastructure project funding program delivered by Regional Tourism Organization 7. (“RTO7”) and sponsored by His Majesty the King in Right of Canada.

Program funding is provided by the Department of Natural Resources Canada (“NRCan”) collectively with RTO7 as the “Program Operators” with the objective of implementing NRCan’s Zero Emission Vehicle Infrastructure Program (“ZEVIP”). The ZEVIP is a federally funded, 5-year, \$680 million program ending in 2027 and is managed by NRCan. Its objective is to address the lack of charging and refuelling stations in Canada, one of the key barriers to zero emission vehicle adoption by the public.

Parties who submit eligible RTO7 GoEV Program applications and install and operate electric vehicle charging stations at selected locations in accordance with this Project Agreement, may be eligible to receive incentive funding toward project cost reimbursement under the provisions of this Program.

This Project Agreement shall remain in effect for a minimum of three (3) years following its signing date unless terminated earlier in accordance with its terms and conditions.

## 1. DEFINITIONS

- (a) **Applicant** is defined as the legal entity participating in this Project Agreement that has committed to proceed with an EV charging station project and agrees to the terms of this Project Agreement.
- (b) **Application** is defined as the Applicant's submission of this Project Agreement, the requisite intake form, and any other information or documents the Program Operators may request from time to time.
- (c) **Charging Connector** is defined as the connector or plug on the power cord that connects an electrical power supply device to the battery charging input of a Zero Emission Vehicle (or EV).
- (d) **Charging Station** is defined as a commercially available and certified-for-use-in-Canada device used to provide electrical energy for the purpose of charging an on-board battery of an EV.
- (e) **Connected Charger(s)** is defined as a Charging Station having the ability to communicate with other Charging Stations and/or a server or the Cloud through a cellular/wireless signal or connected vehicle communications using software to report Charging Station usage and/or other capabilities such as providing real-time status of Charging Stations.
- (f) **Eligible Expenditures** are defined as any qualified Project expenditure properly incurred by the Applicant within the Eligibility Period as further defined in Section 4.
- (g) **Eligibility Period** is defined as the time period beginning on the date that the Applicant is Selected and ending the earlier of i) one year from Selection; or ii) June 30, 2025.
- (h) **Incentive** is defined as available funding for *reimbursement* of Eligible Expenditures that have been approved by RTO7 in accordance with this Project Agreement.
- (i) **Light-Duty Fleet Vehicles** is defined as a vehicle having a gross vehicle weight rating of less than or equal to 3,856 kg. Light-duty fleet vehicles are owned or leased by an organization and used in support of organizational or business operations and activities. Light-duty vehicle fleets are composed of multiple vehicles and are managed by common ownership.
- (j) **Multi-Unit Residential Building ("MURB")** is defined as infrastructure with parking spaces where people dwell. For the purpose of this Program, to be designated a MURB the building must include a minimum of three (3) dwelling units.

- (k) **Selected Applicant or Application Selection** is defined as having a Project Application that has been accepted and deemed such by RTO7.
- (l) **On-Street Charging** is defined as curbside Charging Station infrastructure for public use and on property managed by local governments.
- (m) **Project** is defined as the activities involved in installing a Zero Emission Vehicle or Electric Vehicle (“EV”) Charging Station as described in the Application.
- (n) **Project Completion** is defined as the day on which the Applicant notifies RTO7 the Charging Station has been installed, the earlier of one (1) year after Application Selection or June 30, 2025.
- (o) **Public Places** is defined as parking areas intended for public use. Parking areas can be privately or publicly owned and operated. Examples of public places include but are not limited to service stations, retail businesses, restaurants, arenas, recreational centres, libraries, medical offices, park & ride transit lots, employee workplace and MURB tenant parking, etc.
- (p) **Site(s)** is defined as the Project location(s) of the Project listed on the Project Agreement.
- (q) **Total Government Funding** is defined as cash contributions provided by the federal government (e.g. RTO7 GoEV, ZEVIP) and other contributions from provincial/territorial and municipal governments toward the Project total cost.
- (r) **Workplace** is defined as a location where employees perform duties related to employment. Charging infrastructure is intended to be used primarily by the workplace site employees, visitors, and/or clients of the Workplace.
- (s) **Zero Emission Vehicle** is defined for this Program as a vehicle that can be driven without producing polluting emissions and include battery electric vehicles and plug-in hybrid electric vehicles (EVs).

## 2. ELIGIBILITY

To be eligible for an Incentive, an Applicant must:

- (a) Be a legal entity, validly incorporated or registered in Canada, including but not limited to not-for-profit and for-profit organizations (e.g. companies, industry associations, indigenous and community groups, institutions, provincial, territorial, regional or municipal governments, or their departments or agencies, electric or gas utilities, research associations, standards organizations, etc.).

- (b) Be the registered owner of the Site(s), a tenant of the Site (with the property owner's express consent, lease or license agreement), or have obtained the requisite authority of the landowner to access the Site, and comply with the terms and conditions herein, including the ability to install and operate a Charging Station.
  
- (c) During the Eligibility Period, install a Charging Station that is:
  - (i) located in Canada;
  - (ii) located in Public Places, On-Street, Workplaces, MURBs, or to be used for Light-Duty Fleet Vehicles;
  - (iii) a permanent installation (mounted or fixed design) of new, purchased equipment (not leased) on or after January 18, 2024.
  - (iv) a new installation or expansion of an existing installation and not for replacement of existing installations;
  - (v) a Connected Charger;
  - (vi) in compliance with all applicable laws, regulations, local codes e.g. building and electrical codes, and bylaws e.g. zoning and parking;
  - (vii) targeting general public usage and must be installed in a parking space clearly identified for the purpose of charging Zero Emission Vehicles;
  - (viii) commercially available and certified for use in Canada (e.g. CSA, ULC, UL, Interlink certification);
  - (ix) either a Level 2 charger that has a SAE J1772 standard plug head or a proprietary connector type; or a Level 3, direct current (DC) fast charger that has one or more of the following connector types - CHAdeMO, SAE J1772 Combo (CCS) or a proprietary connector type, or another Charging Station approved by the Program Operators in their sole and absolute discretion; and
  - (x) has NACS JS3400 or proprietary connector types representing a maximum of seventy-five percent (75%) of all charging connectors installed at the same Project Site

### **3. PARTICIPANT OBLIGATIONS**

- (a) The Applicant represents and warrants that:
    - (i) it is duly constituted, validly existing and in good standing under the laws of its governing jurisdiction;
    - (ii) it has the necessary power, authority, capacity, and good and sufficient right to submit this Project Agreement and to enter into ZEVIP on the terms and conditions set forth herein, and the execution and performance of ZEVIP shall not conflict with, or constitute a breach under any agreement to which it is a party or any judgement, order, statute or regulation which is applicable to the Applicant;
    - (iii) this Project Agreement and the ZEVIP constitutes a valid and binding obligation of the Applicant, enforceable against the Applicant;
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- (iv) it shall comply with all applicable laws, bylaws (including strata corporation bylaws), orders, ordinances, standards, codes and rules, requirements, licenses and permits of all lawful authorities including Electrical Safety Authority and the conditions of service of Site(s) local distribution company/utility, manufacturer specifications and, if applicable, the electric and/or gas utility having jurisdiction;
- (v) it shall provide proof, within sixty (60) days of Selection, that it has committed to proceed with its Project;
- (vi) the Charging Station shall be installed at the Project Site by the Project Completion Date;
- (vii) it shall select Charging Stations the meet all ZEVIP requirements as determined by the Program Operators from time to time, including those herein;
- (viii) it shall choose contractors that have sufficient capability to complete the Project, complete the work in a good, skillful, efficient and professional manner, comply with all applicable laws, and meet all ZEVIP requirements as determined by the Project Operators from time to time including those herein;
- (ix) it is the owner of the Project Site(s) or has obtained all required right and authority and consents to install and operate the Charging Station; and
- (x) all information contained in and submitted to the Program Operators under this Application and terms of the ZEVIP is true, accurate and complete.

(b) The Applicant acknowledges and agrees that:

- (i) the Program Operators make no representations regarding manufacturers, dealers, contractors, material or workmanship and make no warranty whether express or implied, including without limitation the implied warranties, merchantability and fitness for any particular purpose, use or application of the product, including the Charging Station, Charging Connector, and Zero Emission Vehicle;
- (ii) it has independently assessed the risk of participating in the Project, and the risk of installing and operating the Charging Station at the Site, and accepts such risk and any associated liability thereto; and
- (iii) the terms and conditions of this project Agreement and ZEVIP are subject to change at any time at the sole and absolute discretion of and without liability to the Program Operators.

(c) The Applicant covenants and agrees to immediately notify RTO7 in writing in the event that:

- (i) Project Completion is achieved;
- (ii) it has applied for and received, or is waiting to receive an Incentive of Project funding separately under ZEVIP for same Charging Station hereunder, or another source of government funding not previously identified at the time of signing this Project Agreement; and

- (iii) any Site or Charging Station submitted under this Project Agreement has been a “designated project” carried out on federal land or outside Canada according to the Impact Assessment Act or the Canadian Environmental Assessment Act, 2012. The Applicant further agrees that the Program Operators may suspend payment of the Incentive and/or terminate the Project Agreement should any Site or Charging Station submitted under this Project Agreement become a “designated project” or “project” carried out on federal land or outside Canada according to the Impact Assessment Act or the Canadian Environmental Assessment Act, 2012.
- (d) The Applicant agrees to provide all Project documentation and information that RTO7 requests within sixty (60) days following the completion of the Project, including but not limited to:
- (i) EV charger vendor in-service verification including network connectivity, ESA certification, and photographs of each location and demonstration that the Charging Station is operational;
  - (ii) a detailed invoice listing all Eligible Expenditures related to the purchase and installation of the Charging Station;
  - (iii) documents to support the Applicant request for an Incentive payment including records, invoices, receipts, proof of eligible cost payments, etc.; and
  - (iv) any other documentation that the Program Operators require.

**4. FUNDING AMOUNTS AND ELIGIBLE EXPENSES**

- (a) The Portion of the Incentive for each Application shall be up to \$100,000 and limited to the following amounts:

<b>Charging Station Type</b>	<b>Charger Type Description</b>	<b>Maximum Funding Per Unit Installed</b>
Level 2 (208/240 VAC) (3.3 kW to 19.2 kW)	Any EV charger commercially available and CSA, ULC, UL or Interlink certified for use in Canada. The charger must have a SAE J1772 standard plug head or be a proprietary connector type rated for a minimum of 3.3 kW power output.	Up to 50% of total Eligible Expenditure of the Project to a maximum of \$5,000 per connector.
Level 3 DC Fast Charger (20 kW to 49 kW)	Any EV fast charger commercially available and CSA, ULC, UL or Interlink certified for use in Canada. The fast charger must have at least one (1) charger connector that is CHAdeMO compliant or one (1) charger connector that is SAE J1772 Combo (CCS) or NACS JS3400 connector type rated for a minimum of 20 kW power output.	Up to 50% of total Eligible Expenditure of the Project to a maximum of \$15,000 per fast charger.

Level 3 DC Fast Charger (50 kW to 99 kW)	Any EV fast charger commercially available and CSA, ULC, UL or Interlink certified for use in Canada. The fast charger must have at least one (1) charger connector that is CHAdeMO compliant or one (1) charger connector that is SAE J1772 Combo (CCS) or NACS JS3400 connector type rated for a minimum of 50 kW.	Up to 50% of total project costs, to a maximum of \$50,000 per fast charger.
Level 3 DC Fast Charger (100 kW-199kW)	Any EV fast charger commercially available and CSA, ULC, UL or Interlink certified for use in Canada. The fast charger must have at least one (1) charger connector that is CHAdeMO compliant or one (1) charger connector that is SAE J1772 Combo (CCS) or NACS JS3400 proprietary connector type rated for a minimum of 100 kW.	Up to 50% of total project costs, to a maximum of \$75,000 per fast charger.

(b) The Applicant may submit the following as Eligible Expenditures:

- (i) salary and benefits;
- (ii) professional services (e.g. scientific, technical, management, contracting, engineering, construction, installation, testing & commissioning of equipment, training, marketing, data collection, logistics, maintenance, printing, distribution, audit and evaluation);
- (iii) capital expenses, including informatics and other equipment or other equipment or infrastructure;
- (iv) rental fees or leasing cost;
- (v) license fees and permits;
- (vi) costs associated with Environmental Assessment; and
- (vii) GST, PST and HST net of any tax rebate to which the recipient is entitled.

(c) Notwithstanding anything contained in this Project Agreement, the Applicant's Total Government Funding shall not exceed Seventy Five percent (75%) of the total Sub-Project costs, except in the case of where the Selected Applicant is 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 Sub-Project costs.

(d) Incentives will be issued by EFT to the Applicant. RTO7 is under no obligation to reissue funds returned as, or otherwise undeliverable.

(e) Processing of completed projects may require sixty (60) days or more from receipt of all required documents, subject to due diligence, audit, verification and Project Site inspections.

## **5. NO LIABILITY**

- (a) The Program Operators do not endorse any specific product, retailer, or contractor and are not liable for the Applicant's selection of materials or products, or the workmanship, operation, performance or warranty associated with the Charging Station or associated work performed, whether by a contractor, or otherwise, in relation to ZEVIP. The Program Operators make no representation or warranty, whether expressed or implied, in respect of any product, materials, services or measures associated with the Charging Station installed in relation to ZEVIP.
- (b) The Applicant agrees that the Program Operators have no liability whatsoever concerning (i) the quality, safety and/or installation of the Charging Station, including their fitness for any purpose; (ii) the workmanship of any third party; (iii) the installation or use of the Charging Station; and (iv) any other matter with respect to ZEVIP. The Applicant hereby waives any and all claims against the Program Operators and their respective parent companies, affiliates, shareholders, directors, officers, employees, or agents, arising out of activities conducted by or on behalf of the Program Operators in connection with this Project Agreement, ZEVIP, or for an Incentive.
- (c) Without limiting the generality of the foregoing, the Program Operators shall not be liable hereunder for any type of damages, whether direct or indirect incidental, consequential exemplary reliance, punitive, or special damages including damages for loss of use, regardless of the form of action, whether in contract, indemnity, warranty, strict liability or tort, including negligence of any kind.
- (d) The Applicant hereby indemnifies and saves harmless the Program Operators and each of their respective shareholders, affiliates, directors, officers and employees, agents from any and all liability and all claims, losses, damages including indirect and consequential damages, expenses, all economic loss, and proceeding for personal injury (including death) or property damage of any person related to, or in connection with, resulting from, or arising out of the Project including by reason of the actual or alleged implementation of any part of the Project, the receipt of an Incentive, the install of the Charging Station or any other matter contemplated by the Project.

## **6. INFORMATION, UPDATES, DUE DILIGENCE, VERIFICATION, AUDITS AND SITE VISITS**

- (a) The Applicant agrees that it shall provide upon request by the Program Operators, safe and unfettered access to the Project Site and any records for the purpose of verifying compliance with this Project Agreement and ZEVIP. The Applicant also agrees to participate in any safety, environment, technical, commercial or financial survey, due diligence, audit, evaluation or verification activities as directed and conducted by the Program Operators in connection with this Project Agreement and ZEVIP.



- (b) The Applicant shall notify the Program Operators immediately if any information provided to the Program Operators changes, and the Program Operators may, in their sole discretion, recalculate the Incentive, terminate the Project Agreement or demand repayment of any funds already disbursed to the Applicant.
- (c) The Program Operators may, at their discretion, verify information provided by the Applicant by directly contacting any party associated with the Project or Charging Station(s), or by any other reasonable means. The Applicant must respond to any request for information within thirty (30) days of receipt of notice, failing which the Project Agreement may be terminated and/or Incentive forfeited, at the sole discretion of the Program Operators.
- (d) The Applicant must retain copies of all documentation submitted to the Program Operators or required to confirm or support Incentive eligibility for at least three (3) years following the receipt of the Incentive.
- (e) The Program Operators, or their representatives, may conduct Site visits to confirm eligibility, entitlement to Incentives, and any other relevant information, and to document and take photographs of the Site(s) and/or installed Charging Station. The Applicant shall provide reasonable Site access upon signing this Project Agreement and for a period continuing for three (3) years following receipt of an Incentive.

## **7. INTELLECTUAL PROPERTY**

Any and all intellectual property recognized by law, including any intellectual property right protected through legislation including governing patents, copyright, trademarks and industrial designs (collectively "Intellectual Property") that arises in the course of a Project shall vest in RTO7 or be licensed to RTO7 in the event that an Applicant's subcontractor retains title to such Intellectual Property.

For clarity, all ownership, rights and title to intellectual property, work processes and know-how that existed prior to the commencement of the Project (the "Background Intellectual Property") will remain the Applicant's or an Applicant's subcontractor's sole and exclusive property. To the extent that any Background Intellectual Property is incorporated or contained in respect of the Project deliverables, the Applicant grants to RTO7 a non-exclusive, perpetual, royalty-free, fully paid-up, irrevocable licence, with the right to sub-licence through multiple tiers to third parties, to use and distribute (internally and externally), copy, install, perform, display, modify and create derivative works of any such Background Intellectual Property in connection with the Project deliverables in which such Background Intellectual Property is incorporated or embedded.

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## **8. CONFIDENTIALITY AND PRIVACY**

- (a) The Applicant agrees to keep the terms and conditions of this Project Agreement and its Application strictly confidential. For clarity, if the terms herein are disclosed to a third party, except for affiliates, lawyers, accountants, or as imposed by law, then the disclosing party shall be considered in default of this Project Agreement. The obligations of confidentiality herein shall survive the termination or expiry of this Project Agreement.
- (b) The Applicant agrees that by submitting their Application, whether or not said Application is accepted, to consent to the collection, use, disclosure and other handling of any information provided to the Program Operators, including personal information such as names, addresses, telephone numbers, email addresses, and records showing energy use and consumption (“ZEVIP Applicant Information”) by RTO7 for the purposes relating to ZEVIP, which shall include without limitation: 1) sharing of ZEVIP Applicant Information among the Program Operators; 2) use by the Program Operators of ZEVIP Applicant Information provided to conduct, analyze and report on the results of ZEVIP and to conduct surveys and modify ZEVIP based on such surveys; and 3) reporting, follow-up surveys, studies and audits.
- (c) The Program Operators are committed to protecting the personal information in their custody or control in accordance with applicable privacy laws. The Applicant may access RTO7’s privacy policy at <https://rto7.ca/Public/Privacy-policy>
- (d) The Applicant acknowledges and agrees the Applicant Information as submitted to RTO7 for Selection, and any other confidential information, may be accessible to third parties under the Freedom of Information and Protection of Privacy Act (Ontario) or the Municipal Freedom of Information and Protection of Privacy Act (Ontario).

## **9. DISPOSITION OF ASSETS**

If, during the Eligibility period and for three (3) years thereafter, the Applicant sells, leases or otherwise disposes any of the Charging Stations (excluding Intellectual Property), whereas the cost of the Charging Station is part of the Incentive under ZEVIP to which NRCan has contributed under this Project Agreement, and where the proceeds of the sale, lease or other disposition are not applied to acquire assets in replacement of the Charging Station, the Applicant shall immediately notify RTO7 in writing of such sale, lease or disposition and, if the Program Operators so require, the Applicant shall share with NRCan the proceeds of the sale, lease or any other disposition in the same ratio as that of the ZEVIP Incentive to the purchase of the Charging Station by the Applicant, except that NRCan’s share shall not exceed the Incentive.

## 10. GENERAL

- (a) Any notice required to be given shall be in writing and shall be delivered by hand or sent by email, prepaid registered mail or prepaid courier directed to RTO7 at the address indicated below. It is the responsibility of the Applicant to keep its contact information up to date at all times during the term of the Project Agreement. Change in contact information shall be on notice to RTO7:

Regional Tourism Organization 7  
Attention: W.B. Harvey, Program Director – RTO7 GoEV Program  
P.O. Box 973  
Thornbury, ON N0H 2P0  
Canada  
Telephone: (647) 673-5570  
E-mail: bharvey@rto7.ca | goev@rto7.ca

- (b) Except as otherwise provided, the Application and this Project Agreement constitutes the entire agreement between the Applicant and RTO7 in connection with its subject matter and supersedes all prior representations, warranties and understandings whether written or verbal. Nothing contained herein shall be deemed to constitute a principal and agency relationship or partnership or joint venture or to create any agency, fiduciary relationship between the parties.
- (c) The Applicant may not assign, in whole or in part, its obligations or rights hereunder.
- (d) RTO7 shall not be in default and shall not be deemed to be in default of this Project Agreement by reason of delay or failure or inability to perform its obligations hereunder where the said delay, failure or inability is due to any cause which is unavoidable or beyond the reasonable control of RTO7, including without limitation any acts of God, pandemics, or other causes which frustrate the performance of this Project Agreement.
- (e) The Program Operators may at any time, without notice, cause, and liability, revise the Project Agreement and/or ZEVIP, including revising Incentive amounts, Eligible Expenditures, the Eligibility Period, and eligibility requirements.
- (f) Decisions of the Program Operators are final and binding and not subject to appeal. The Program Operators may provide reasons for their decisions but are under no obligation to do so.

(g) The Program Operators reserve the right, at their sole and absolute discretion and without incurring any liability, to reject Applications that are incomplete, inaccurate, missing supporting documents or otherwise do not meet applicable program requirements of ZEVIP. The Program Operators are not responsible for lost, delayed, damaged, illegible or incomplete Applications. The Program Operators may reject an Application if the Applicant fails to provide a fully completed Application within fourteen (14) days after receiving a request to do so from the Program Operators.

(h) ZEVIP, including this Project Agreement, are governed by and interpreted in accordance with the laws of the Province of Ontario.

(i) This Project Agreement may be executed in any numbers of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument, and delivery of such counterparts may be effected by means of facsimile or other electronic means.

I, as a duly authorised representative of the Applicant, attest that the Applicant is the registered owner of the Project Site(s), a tenant of the Project Site(s) with the property owner's express written consent, or has obtained the necessary authority to access the land for the purposes of fulfilling the obligations in this Project Agreement.

I confirm that I understand and agree to the terms and conditions of this Project Agreement and ZEVIP.

**Duly Authorized Signatory:** \_\_\_\_\_

**Name and Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_