ChargeYYC Multi-residential Pilot Program – Phase 2 Terms and Conditions

By submitting an Application for a Phase 2 Rebate, the Participant agrees to the following terms and conditions (the "**Phase 2 Terms**").

BACKGROUND

- 1. ChargeYYC (the "**Program**") is a financial incentive program for the retrofitting of EV charging infrastructure into multi-residential properties, administered by The City of Calgary ("**The City**") as part of its Calgary Climate Strategy Mitigation Plan.
- 2. ChargeYYC is divided into two phases. Phase 1 provides a rebate for the completion of an EV Charging Road Map by a qualified professional. Phase 1 does not provide any rebates for the installation of EV charging infrastructure. Phase 2 provides a rebate for the installation of EV charging infrastructure in accordance with the EV Charging Road Map or an EV charging plan equivalent to an EV Charging Road Map.
- 3. This document sets out the terms and conditions applicable to Phase 2 (the "Phase 2 Terms"). Phase 1 is subject to separate terms and conditions.
- 4. For more detailed information regarding Phase 2, including Program requirements, please see the Phase 2 Application Guide, which form part of these Terms and Conditions.
- 5. These Phase 2 Terms are effective as of August 5, 2025.

DEFINITIONS

- 6. In these Phase 2 Terms, the following terms shall have the following meanings:
 - a) "Acceptance" means written confirmation from the Program Administrator to the Applicant that the Applicant has been selected to be a Participant of the Program.
 - b) "Applicant" means a Property's legal and beneficial owner, condominium corporation's board or authorized property manager (as the case may be) who submits an Application and intends to incur Eligible Costs to receive a Phase 2 Rebate.
 - c) "Application" means the application form for ChargeYYC Phase 2, hosted at calgary.ca/chargeyyc.
 - d) "Application Closing Date" means the date by which Applications must be submitted to The City to be considered for a rebate, as set out on the ChargeYYC webpage.
 - e) "Application Opening Date" means the date on and after which Applications may be submitted to The City to be considered for a rebate, as set out on the ChargeYYC webpage.
 - f) "City Partners" means the University of Calgary and ENMAX Corporation.
 - g) "Eligible Costs" means costs that are eligible to be reimbursed by the Phase 2 Rebate, as set out on page 6 in the Phase 2 Application Guide.



- h) "Electric Vehicle Energy Management Systems (EVEMS)" means technology that allows multiple EV chargers to share the same circuit by managing the rate and timing of charging, thus removing the need to build dedicated circuits to each charger. EVEMS may be installed to avoid the need to expand electrical capacity in the future, or reduce the size of such an upgrade.
- i) "EV Enabled Upgrades" means either:
 - i. installation of equipment that creates a termination point in an electrical wiring installation to power Level 2 Charging. The installation termination point may be a junction box wired to accommodate Level 2 Charging or a 240V outlet. Sufficient electrical capacity must be available to the wired outlet to power the Level 2 Charging; or
 - ii. a newly installed 120-volt outlet designated for Level 1 Charging.
- j) "EV Charger Rebate" means a rebate for the Eligible Costs of adding Level 2 Charging equipment (meeting the "Technical Requirements – EV Charging Equipment" set out in the Application Guide) to a Property.
- k) "EV Enabled Rebate" means a rebate for the Eligible Costs of making EV Enabled Upgrades to a Property.
- I) "Level 1 Charging" means using a standard 120-volt AC outlet to charge an electric vehicle.
- m) "Level 2 Charging" means a 208 or 240-volt device that is designed to intelligently charge an electric vehicle via a SAE J1772 standard plug head, and which meets the "Technical Requirements EV Charging Equipment" set out on page [x] of the Application Guide
- n) "Property" means a private property that is (i) located within the boundaries of The City of Calgary; (ii) is fully constructed no later than the Application Opening Date; and (iii) contains at least three (3) separate residential units with shared electrical services (commonly known as having a meter stack or a gang meter base), which may consist of one or more standalone buildings that share the same street address, and which belongs to one of the following three categories:
 - i. "Apartments" means units within a building or complex that are leased to tenants by a single owner or property management company. Tenants pay rent and do not own their units, and the property owner is responsible for building maintenance and management.
 - ii. "Condos" means individually owned units within a larger building or complex.

 Owners hold the deed to their specific unit and share ownership of common areas, which are managed by a condo board.
 - iii. "Rowhouses/Townhouses" means multi-level units that share walls with adjacent units and are owned outright. Owners hold the deed to their specific unit, and buildings may or may not be managed by a condo board.
- o) "Participant" means an Applicant selected by The City to receive a Phase 2 Rebate upon fulfillment of all Participant obligations set out in, and compliance with, these Phase 2 Terms.



- p) "Participant Information" means all information in the Application and in any associated Program documents.
- q) "Phase 2 Rebate" means either the EV Enabled Rebate, or the EV Enabled Rebate and EV Charger Rebate together, in the amounts set out in Section 12.
- r) "Program Administrator" means The City of Calgary employee(s) dedicated to the ongoing administration and operation of ChargeYYC.

QUALIFICATION

- 7. The individual submitting an Application for a Phase 2 Rebate must provide accompanying evidence of (i) in the case of a Property that belongs to a Condo, approval of the condominium corporation's board in accordance with the Condo's bylaws to submit an Application and participate in the Program; or (ii) in all other cases, consent of the Property's legal and beneficial owner(s) (or authorized property manager) to submit an Application and participate in the Program, along with documentation showing proof of ownership or authority (e.g., deed, title, property management agreement), all to the reasonable satisfaction of The City.
- 8. An Applicant must complete and submit the application hosted at <u>calgary.ca/chargeyyc</u> in accordance with the instructions on the webpage. If the Applicant and Property conform to the applicable requirements of these Phase 2 Terms, the Program Administrator will consider the applicant for Program participation in accordance with Section 9. Each Applicant may submit only one (1) Application for one (1) Property, for which the Applicant has previously completed an EV Charging Road Map through Phase 1 of the ChargeYYC Program, or an EV charging plan deemed equivalent to an EV Charging Roadmap as described on page 8 of the <u>Phase 2 Application Guide</u>.
- 9. After the Application Closing Date, The City will assess all Applications submitted between the Application Opening Date and the Application Closing Date as a cohort, and The City shall at its sole discretion select Participants based on its goal of maximizing learnings from a diversity of case studies (see page 7 of the Phase 2 Application Guide for factors that will be considered). The City will communicate Acceptance to selected Participants.
- 10. The City may at its discretion extend an Application Closing Date or establish a new cohort of applicants by adding additional Application Opening Dates and Application Closing Dates.
- 11. The City reserves the right, without incurring any liability, to reject Applications it determines, in its sole discretion, to be incomplete, inaccurate, or otherwise not meeting applicable Program requirements or the Phase 2 Terms. The City is not responsible for lost, delayed, damaged, illegible or incomplete applications. Decisions of The City are final and binding and not subject to appeal. The City may provide reasons for its decisions but is under no obligation to do so.

REBATE

- 12. Subject to Section 16, Phase 2 of the Program offers two rebate levels:
 - a) The EV Enabled Rebate applies to the Eligible Costs of EV Enabled Upgrades incurred after Acceptance. This Rebate covers costs associated with adding necessary electrical infrastructure to make EV Enabled Upgrades to a Property, but does not include the costs of adding EV charging equipment. Participants will be reimbursed for 50% of the Eligible Costs (as defined on page 6 of the <u>Phase 2 Application Guide</u>) for EV Enabled Upgrades to parking stalls (excluding costs associated with the charging station itself), up to \$6,000 per parking stall. The EV Enabled Rebate will be capped at \$90,000 per Property.



- Infrastructure upgrades that are required to accommodate EVEMS for Level 2 Charging equipment may be considered as EV Enabled Rebate costs.
- b) The **EV Charger Rebate** applies to the Eligible Costs of adding Level 2 Charging incurred after Acceptance. This Rebate is available only for Participants who are concurrently completing EV Enabled Upgrades through the Program, and does not apply as a standalone rebate. Participants can receive up to 50% of purchase and installation costs of new Level 2 Charging to a maximum of \$1,000 per station. The EV Charger Rebate will be capped at \$10,000 per Property. Single-port stations count as one charging station; dual-port stations count as two charging stations. As such, Participants may be eligible to receive up to 50% of Eligible Costs, to a maximum of \$2,000 per dual-port station, with a maximum rebate of \$10,000 per Property.
- 13. Where a Participant applies for both the EV Enabled Rebate and the EV Charger Rebate, the total maximum Rebate is \$100,000 per Property.
- 14. The Phase 2 Rebate amount will be determined following The City's review of the final engineering site design and construction estimate. On Acceptance, the Participant will be required to sign an agreement with The City setting out the Phase 2 Rebate available to the Participant.
- 15. The Phase 2 Rebate will be distributed at two milestones:
 - a) Receipt of engineering site design Thirty (30) percent of the Phase 2 Rebate will be distributed following receipt by The City of final engineering site design stamped by an engineer licensed to practice in Alberta.
 - b) Receipt of proof of payment and installation Seventy (70) percent of the Phase 2 Rebate will be paid after The City has received all invoices for Eligible Costs and any other supporting information reasonably required by The City, and The City has confirmed that all Phase 2 requirements have been met.
- 16. If the Participant has received or will receive funding from any other party, or through any other program, for completion of EV Enabled Upgrades, the amount of the Phase 2 Rebate will be capped to ensure it does not exceed 100 per cent of Eligible Costs.
- 17. The Phase 2 Rebate will be issued by cheque addressed to the Participant at the address provided by the Participant. The City is under no obligation to reissue a cheque or transfer returned as, or otherwise undeliverable or to replace a stale-dated cheque.
- 18. The issuance of the Phase 2 Rebate may take up to sixty (60) days from the date of approval from the Program Administrator, following receipt of all required documents, and subject to the Participant meeting the Program requirements, substantiation, verification, and site visits.

PARTICIPANT OBLIGATIONS

- 19. To receive a Phase 2 Rebate, the Participant must, within nine (9) months from the date of Acceptance by the Program Administrator, complete the installation of the EV Enabled Upgrades (in the case of the EV Enabled Rebate) and complete the installation of Level 2 Charging (in the case of the EV Charger Rebate), and will submit to the Program Administrator proof of payment of Eligible Costs and any information reasonably required by The City with respect to such installations.
- 20. Participants are solely responsible for:



- a) choosing and retaining contractors, including ensuring electrical permits are pulled and approved;
- b) obtaining all required authorizations for the installation and operation of EV charging infrastructure and equipment, including, as applicable, from the utility account holder, condominium corporation, or property owner, as applicable;
- c) contacting ENMAX to confirm necessary electrical upgrades;
- d) ensuring appropriate products, materials, and installation techniques are used that do not compromise the Property's structure, indoor air quality, or safety;
- e) providing power, maintaining equipment, and ensuring each EV charging station remains operational and connected to a network, as appropriate;
- f) meeting all Program requirements, including complying with these Phase 2 Terms; and
- g) complying with all applicable laws and bylaws (including condominium corporation bylaws), orders, ordinances, standards, codes and rules, requirements, licenses and permits of all lawful authorities, manufacturer's specifications; and, if applicable, the electric and/or gas authority having jurisdiction.
- 21. The Participant agrees to provide The City with EV charging station usage data, including access to any online portal for monitoring system use and performance, as available and upon request, for a period of two years following installation.

INFORMATION UPDATES, VERIFICATION, and SITE VISITS

- 22. The Participant will notify The City immediately of any changes in the information provided to The City. The City may, in its sole discretion, recalculate the Phase 2 Rebate, reject the Application, or demand repayment of any funds already disbursed to the Participant.
- 23. The City may, at its discretion, verify information provided by the Participant by directly contacting any party associated with the Application. Participants must respond to any request for information within thirty (30) days of receipt of notice, failing which The City may reject the Application or demand repayment of any Phase 2 Rebate, at the sole discretion of The City.
- 24. Participants must retain copies of all documentation submitted to The City to confirm or support eligibility for the Phase 2 Rebate for one (1) year following the receipt of the Phase 2 Rebate.
- 25. The City may conduct site visits to the Property to confirm compliance with these Phase 2 Terms. For a period of one (1) year following payment of the Phase 2 Rebate, the Participant must, upon request by The City, provide access to the Property for the purpose of allowing The City to verify compliance of the Property with these Phase 2 Terms.

LIABILITY AND INDEMNIFICATION

- 26. The Participant acknowledges that any contractor selected by the Participant is not an agent, contractor, or subcontractor of the Program Administrator or The City; and
- 27. The City and the Program Administrator are not responsible for verifying or endorsing the engineering site design or the installation of any EV charging infrastructure or equipment into the Property.



- 28. The Participant acknowledges and agrees that none of The City or its officers, employees, contractors, consultants or agents will be liable under any theory of relief or recovery to the Participant for any damages of any kind or nature arising at law or in equity (whether in negligence, because of breach of contract, in tort or under any other provision of law) including but not limited to property damage, direct or consequential losses, economic loss, or personal injury, that arises from or is related to anything done under the Program.
- 29. The Participant agrees to indemnify and hold harmless The City, its employees, contractors, consultants and agents from and against all losses, costs (including legal costs on a solicitor and his own client basis), claims, demands, payments, damages, judgments, expense, actions, causes of action and costs arising out of or in consequence of their participation in the Program.

USE AND DISCLOSURE OF INFORMATION

- 30. The City will collect Participant Information, including, with respect to the Participant: name, e-mail, phone number, Property address, relationship to Property, and, if applicable, an address to which a Phase 2 Rebate should be sent.
- 31. Personal information is collected under the authority of section 4(c) of the Protection of Privacy Act (POPA) to administer the ChargeYYC Program. The personal information will be used by The City of Calgary to determine eligibility for the program, provide follow up information for City staff (if required to confirm details or access the program), compile statistical information, and support reporting of aggregate data of program participation. The City may share anonymized case studies with City Partners for research purposes. Participants may direct questions about the collection, use and disclosure of Participant Information by contacting the Program Manager at 403-268-2562 or electricmobility@calgary.ca.
- 32. The Participant acknowledges and consents to The City retaining the Participant Information for as long as permitted or required by law, and to The City using such Participant Information for the purposes set out in, and in accordance with, these Phase 2 Terms.
- 33. The Participant represents and warrants that it has all necessary authorizations and consent and the necessary power to disclose the Participant Information to the Program Administrator.

TERMINATION

- 34. The Participant may terminate their participation in the Program by providing The City with written notice at any time prior to The City's payment of a Rebate. The City may terminate the Participant's participation in the Program at any time by providing written notice to the Participant. Upon The City's receipt of notice from the Participant to participate in the Program or upon The City's delivery of notice of termination of participation in the Program, no new non-public information about the Participant will be collected by The City or used in the Program.
- 35. If the completed engineering site design determines EV Enabled Upgrade costs of thirty (30) percent higher or more than the cost initially quoted in the EV Charging Road Map, the Participant may, at their own discretion, terminate their Program participation and receive a Phase 2 Rebate equal to fifty (50) percent of the costs of completing the engineering site design, to a maximum of \$8,000, provided that the Participant submits the engineering site design, including quoted project costs, to The City.



GENERAL

- 36. The City reserves the right to revise these Phase 2 Terms, without notice at any time. The version of Phase 2 Terms that will apply to a Participant are those in effect at the time of Acceptance of such Participant.
- 37. The Program is subject to available funding, and The City reserves the right to modify, cancel or terminate the Program at any time and for any reason whatsoever without liability. Notwithstanding the foregoing, in the event of Program cancellation, The City will take every reasonable effort to provide a Phase 2 Rebate to Participants who have completed an EV Enabled Upgrade or installed Level 2 charging in accordance with these Phase 2 Terms.
- 38. These Phase 2 Terms are governed by and interpreted in accordance with the laws of the Province of Alberta.