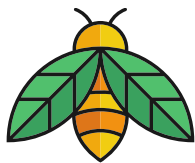


Zero Emission Vehicle Infrastructure Program (ZEVIP) Applicant Guide



scout
ENVIRONMENTAL

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1. About the Program

1.1 Program Objectives

The Government of Canada is committed to supporting a shift to cleaner energy sources. They've set ambitious targets for the adoption of zero-emission vehicles (ZEVs) and hope to reach 10% of light-duty vehicles sales per year by 2025, 30% by 2030, and 100% by 2035.

The Zero Emission Vehicle Infrastructure Program (ZEVIP) objective addresses the lack of charging and refuelling stations in Canada — one of the key barriers to ZEV adoption — by increasing the availability of localized charging opportunities where Canadians live, work, and play.

Natural Resources Canada (NRCan) has selected Scout Environmental to support with distributing ZEVIP funding to eligible Ultimate Recipients to install electric vehicle charging infrastructure projects in public places, on-street, in multi-unit residential buildings (MURBs), at workplaces or for light-duty fleets as defined below.

Public Places
Public places are 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; restaurants; arenas; libraries; medical offices; park and ride; etc.
On-Street
On-street charging is considered curbside charging infrastructure for public use and is managed by local governments.
Workplaces
A workplace is defined as a location where employees perform duties related to a job. Charging infrastructure must be primarily used by the employees. Charging infrastructure installations at a private residence, even if a business is registered at the same address, are not included in this category.



Light-Duty Fleet Vehicles

A light-duty vehicle is considered as having a gross vehicle weight rating (GVWR) 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. Examples of light-duty vehicle fleets: fleet of taxis, car rentals, municipal vehicles, car sharing, etc.

Multi-Unit Residential Building (MURB)

MURB charging is defined as infrastructure in parking spaces where people live. For the purpose of this program, to be designated as a MURB the building must include a minimum of three (3) dwelling units.

1.2 Definitions

The following provides definitions for key terms and expressions used throughout this document:

Charging Connector: The plug on the power cord that connects the supply device to the charging outlets on the electric vehicle.

Charging Station: The device used to provide electricity to an electric vehicle for the purpose of charging the vehicle's onboard battery.

Connected EV Chargers: Defined as having 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.

Ultimate Recipients: Organizations that receive a component of ZEVIP funding from Scout Environmental to undertake activities as described in Section 1.7 Eligible Projects. The Ultimate Recipients will be selected by Scout Environmental and must be legal entities validly incorporated or registered in Canada, including not-for-profit and for-profit organizations.



1.3 Roles and Responsibilities

DELIVERY ORGANIZATIONS

Scout Environmental will be responsible for the delivery of a component of NRCan's ZEVIP funding. Scout Environmental has independence in the selection of Ultimate Recipients, with minimal guidance from NRCan, and will not act as an agent of the government in the redistribution of program funding.

ULTIMATE RECIPIENTS

Ultimate Recipients apply for funding through Scout Environmental to receive a component of the ZEVIP funding. The accountability, roles and responsibilities of an Ultimate Recipient will be established through a funding agreement between Scout Environmental and the Ultimate Recipient.

Scout Environmental is not acting as an agent of the Crown and has full independence as to the choice of Ultimate Recipients. NRCan will not intervene in business decisions between Scout Environmental and its recipients but must ensure that all Program requirements are met at all times. To ensure all parties are conducting their projects in accordance with the Program requirements, NRCan has set out the minimum requirements of the Participant Agreement that will be established between Scout Environmental and its recipients. The minimum requirements are detailed in Appendix B: Participant Agreement Provisions of this document.

1.4 Eligible Recipients

Eligible recipients are legal entities validly incorporated or registered in Canada including not-for-profit and for-profit organizations such as those listed below. Individuals or any part of the federal public administration, including Departments, Crown Corporations and Agencies do not qualify.

- Multi-Unit Residential Building (MURB) owners and managers
- Municipalities
- Universities
- Schools/School Boards
- Hospitals
- Small and Medium Enterprises



1.5 Maximum Funding Amounts and Technology Requirement

The program will pay up to 50% of total project costs, up to the maximum amounts as shown in the following table. Funding will be limited to a maximum of \$100,000.

TABLE 1: MAXIMUM FUNDING

Type of Charger	Technology Requirement	Maximum Funding
Level 2 (208/240 V) connectors 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 project costs, to a maximum of \$5,000 per connector*
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 and one (1) charger connector that is SAE Combo or be a proprietary** connector type rated for a minimum of 20 kW power output.	Up to 50% of total project costs, to a maximum of \$15,000 per fast charger
Fast charger 50 kW and above	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 and one (1) charger connector that is SAE J1772 Combo (CCS) or be a proprietary** connector type rated for a minimum of 50 kW power output.	Up to 50% of total project costs, to a maximum of \$50,000 per fast charger

* For level 2 charging stations: To consider the funding per connector, each connector must be able to charge a vehicle and support a parking space simultaneously. Fast charging station funding is based on the number of chargers.

**Proprietary connector types can represent a maximum of 75% of all charging connectors installed at the same project site. The remaining balance (25% or more) must be universal charging connectors (J1772, J1772 Combo and CHAdeMO) of the same category (i.e. Level 2 or fast charger).



1.6 Stacking of Incentives

All recipients are required to disclose all confirmed and potential sources of funding, inclusive of all federal, provincial, territorial, or municipal governments (total government assistance) and other sources that are expected to be received. This information can be reported at any time during the project or quarterly when progress reports and payment claims are submitted.

Total funding from all levels of government (e.g., federal, provincial/territorial, or municipal) cannot exceed 75% of the total project costs, unless the proponent is a provincial, territorial or municipal government or their departments or agencies in which case the stacking limit is 100% of total project costs.

If the proposed total Canadian government assistance exceeds the limits set out above, Canada reserves the right to reduce its contribution to the project until the stacking assistance limit is met. If total Canadian government assistance exceeds the limits set out above on the project completion date, Canada reserves the right to recover the excess contribution from the recipient.

In previous ZEVIP RFPs, projects located in British Columbia to install electric vehicle chargers of 20 kW and above would also be eligible for additional non-repayable provincial funding. For this RFP on third-party delivery, successful applicants will only receive funding from NRCan and will not be entitled to an automatic provincial contribution from B.C. If a proposed project for a fast charger is located in B.C, the applicant can contact the BC Clean Energy Vehicle Public Fast Charging Program directly.

Note: The government assistance referred to in these stacking limits does not include loans from governments or Crown agencies. For example, loans to the project from governments or Crown agencies are not included in this calculation; however, if a preferential interest rate were obtained through government loans, the cost savings due to the preferential rate would be included. Clarifications will be provided on a case-by-case basis.

1.7 Eligible Projects and Technologies

In order to be considered for funding, Delivery Organizations must distribute a component of the ZEVIP funding to Ultimate Recipients and ensure that the projects deployed by the Ultimate Recipients meet the following requirements:

- Be an eligible technology as described in Table 1 of this Guide (above)
- Be located in Canada outside of the provinces of Quebec and New Brunswick
- Be a permanent installation (mounted or fixed models)
- Be new and purchased equipment (not leased)



- Be for a new installation or expansion of an existing installation (not for the replacement of an existing installation)
- Be connected as defined in Section 1.2 of this Guide
- Increase localized charging opportunities in public places, on-street, in multi-unit residential buildings, at workplaces or for light-duty vehicle fleets, as defined in Section 1.1 of this Guide
- The work performed must be in compliance with all applicable local codes (for example, building and electrical) and bylaws (for example, zoning and parking)
- Charging infrastructure targeting general public use must be installed in a parking space clearly identified for the purpose of charging electric vehicles; and
- The project timeline must show completion between April 1, 2022 and September 30th, 2023. Applicants of successful projects will have sixty 60 days after the date of the Letter of Conditional Approval (LOCA) to sign a Participant Agreement.

1.8 Application and Project Timelines

Applicants must submit a full application package using the templates available on the Program’s website. Only proposals for which all sections have been completed will be considered.

Program Schedule	
Applications Open	April 1, 2022
Submission	Submissions will be reviewed on a first come, first served basis until all funding for the current fiscal year has been fully allocated.
Assessment of Proposals, including site audits, letter of conditional approval/letter of regret	Proposals will be assessed, and letters of conditional approval/regret will be sent within 30 days of receipt of a complete submission.
Negotiation and signature of Participant Agreements (PA)	Participant Agreements must be signed within 60 days of a project receiving letter of Conditional Approval.
Project completion date	The project timeline must show completion before September 30, 2023.



The above schedule is subject to change. Any changes will be communicated to Applicants via the Program's website.

1.9 Eligible Expenditures

Eligible Expenditures for an approved project from an Ultimate Recipient must be directly related to the installation of EV chargers and will include:

- Salary and benefits;
- Professional services (e.g. scientific, technical, management; contracting; engineering; construction; installation, testing and commissioning of equipment; training; marketing; data collection; logistics; maintenance; printing; distribution);
- Capital expenses, including informatics and other equipment or infrastructure;
- Rental fees or leasing costs;
- License fees and permits;
- Costs associated with Environmental Assessments; and
- GST, PST and HST net of any tax rebate to which the recipient is entitled.

Costs **NOT** considered Eligible Expenditures under this Program for both Delivery Organizations and Ultimate Recipients will include:

- In-kind*
- Land costs
- Legal costs
- Ongoing operating costs (e.g. electricity consumption, operation, maintenance, networking fees, subscription fees, etc.), and;
- Costs incurred outside the Eligible Expenditure Period, including those for preparing this application.

*In-kind contributions from the recipient and its partners count towards the total project costs. If a proponent chooses to include In-kind support as part of the total project costs, it must be verifiable and directly in support of the project.

1.10 Period for Reimbursement of Eligible Expenditures

Eligible Expenditures will be eligible for reimbursement from the time that a Participant Agreement is signed until the project completion date stated in the Participant Agreement.

Following the project selection, successful Delivery Organizations will be notified through a Letter of Conditional Approval and be invited to begin negotiating a Participant Agreement.

Scout will not accept any changes to the standard provisions of the Participant Agreement template (see Appendix 1).



Please note that expenditures incurred between the date of the Letter of Conditional Approval and the date that Scout signs a Participant Agreement are not incurred during the Eligible Expenditure Period and cannot count towards total project costs or be reimbursed.

In all cases, until both parties sign a Participant Agreement there is no commitment or obligation on Scout's part to make a financial contribution to any project, including any expenditure incurred or paid prior to the signing of such a Participant Agreement.

1.11 How to Apply

Complete your application online at: A complete application package consists of:

- a completed application form which includes a signed attestation, and;
- supporting documentation.

When an application has been submitted, a notification will be sent by the Program acknowledging its receipt. This may take up to three (3) business days.

Note: You should consider your application as successfully received only when you obtain the acknowledgment notice from the Program.

Any questions or inquiries regarding the ZEVIP must be sent by email to: zevip@scoutenvironmental.com.

A written response will be provided within three (3) business days.

2. Project Selection Criteria

2.1 Assessment, Due Diligence and Risk Framework

Each project proposal will be reviewed for completeness and assessed against mandatory criteria. Project proposals that do not meet the mandatory criteria (Section 3) will not be given further consideration. Should interest levels exceed what our program can reasonably support, applications that meet the mandatory review criteria may be rated against merit criteria (Section 4).

Applications will be reviewed and approved on a first come, first served basis. Unsuccessful project proposals will receive letters of regret and successful project proposals will receive Letters of Conditional Approval.



Scout may request that the applicant provide confirmation or clarification to support their project proposal.

If a project proposal is successful, the proponent will be invited to initiate the negotiation of a Participant Agreement.

3. Mandatory Criteria

Projects must:	
3.1	Meet the Project eligibility requirements described in Section 1.7
3.2	The project timeline must show completion between April 1, 2022 and September 30, 2023 The Applicant must provide a Project timeline with phases (milestones), including permitting processes if required and the purchase, installation and commissioning of EV charging stations.
3.3	Demonstrate at least 50% of secured funding of their share of the Total Project costs Applicants must provide proof that at least half (50%) of the funds to be covered by non-NRCan sources.
3.4	For EV charger projects that increase the electrical load by more than 50 kW, demonstrate that the utility has been engaged and is aware of your project Where applicable applicants must provide documentation of their communications (e.g. email notice sent to the utility, exchange of letters/e-mails or site assessment) describing the Project and indicating the electric requirement and its availability.



4. Merit Criteria

Project proposals that meet the mandatory criteria may be assessed against merit criteria, as outlined below.

Project Information	
4.1	Project Rationale and Background Briefly describe the primary use for the EV charging infrastructure. Who will be the primary users of the infrastructure? Who else, if anyone, will have access to the infrastructure? Briefly describe the benefits to specific stakeholders and any under-served markets that may benefit from this project. Please include an estimated utilization rate for the installed infrastructure. Describe any plans to promote the infrastructure's installation, and general awareness of electric vehicles. Include any additional community benefits if applicable.
4.2	Capacity & Readiness to Deliver Provide a brief description of your project readiness and proposed plan to ensure the EVCS are installed according to your proposed budget and timeline. Include any additional details on secured site access, and secured power supply for charging stations with power output of 50 kW and above. Describe the operation and maintenance plan for your project. Plans should include elements such as service standards with performance levels for the operation of the station, network (for EV chargers), routine maintenance (e.g. snow removal), non-routine maintenance (in the event of critical failure), customer support services, customer payment options.
4.3	Indigenous Participation Scout encourages Projects from or with participation from Indigenous business applicants or partners. Please indicate whether the applicant is from an Indigenous community, has Indigenous partners listed under the Indigenous Business Directory , or if the Project is on Indigenous lands.



5. Participant Agreement

As an applicant, it is your responsibility to understand and agree to the provisions and definitions used in the Participant Agreement. This will facilitate negotiations should your project be selected for funding.

We encourage applicants to review the Participant Agreement provisions prior to submitting their application.

Until both parties sign a complete Participant Agreement, there is no commitment or obligation on the part of Scout Environmental or NRCAN to make a financial contribution to any project, including for any expenditure incurred or paid prior to the signing of such a participant agreement.

6. Contact Information

Any questions or inquiries regarding the ZEVIP can be sent to:

Phone: (877) 595-2490

Email: zevip@scoutenvironmental.com



Appendix 1 - Participant Agreement

ZERO EMISSION VEHICLE INFRASTRUCTURE PROGRAM PARTICIPANT AGREEMENT

APPLICANT INFORMATION
Legal Company Name (the "Participant"):
Installation Address (Primary Project's Site):
Additional Project Site Addresses (if applicable):
Email Address:
Phone Number:

The Zero Emission Vehicle Infrastructure Program ("ZEVIP") is delivered by Scout Environmental Inc. ("**Scout Environmental**") and funded by Her Majesty the Queen in Right of Canada, represented by the Minister of Natural Resources ("**NRCan**" and collectively with Scout Environmental, the "**Program Operators**"). Parties who submit an eligible ZEVIP Application ("**Participant**") and install and operate a Charging Station(s) at their Project Sites in accordance with the terms and conditions contained in this agreement (the "**Participant Agreement**") may be eligible to receive an Incentive under the ZEVIP. This Participant Agreement shall remain in effect until September 30, 2026.

1. DEFINITIONS.

- (a) **Application:** is defined as the Participant's submission of this Participant Agreement, the requisite intake form, and any other information or documents that the Program Operators may request from time to time, which requests an Incentive from the ZEVIP.
- (b) **Charging Connector:** is defined as the plug on the power cord that connects the supply device to the charging outlets on the Zero Emission Vehicle.
- (c) **Charging Station:** is defined as a commercially available and certified for use in Canada, device or infrastructure used to provide electricity to an electric vehicle for the purpose of charging a Zero Emission Vehicle's onboard battery.
- (d) **Connected EV Chargers:** are defined as having 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.
- (e) **Eligible Expenditures:** are defined as any expenditures properly incurred by the Participant within the Eligibility Period, and further defined in Section 4.
- (f) **Eligibility Period:** is defined as the time period beginning on the date that the Participant is Pre-Approved and ending the earlier of: (i) the Project Completion Date; or (ii) September 30, 2023.
- (g) **Incentive:** is defined as funding for an Eligible Expenditure that has been approved by Scout Environmental in accordance with this Participant Agreement.



- (h) **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. Examples of light-duty vehicle fleets include, without limitation, a fleet of taxis, car rentals, municipal vehicles, car sharing, etc.
- (i) **Multi-Unit Residential Building (“MURB”):** is defined as infrastructure in parking spaces where people live. For the purpose of the ZEVIP, to be designated as a MURB the building must include a minimum of three (3) dwelling units.
- (j) **Pre-Approval or Pre-Approved:** is defined as an Application that has been accepted by Scout Environmental.
- (k) **On-Street Charging:** is defined as curbside charging infrastructure for public use and is managed by local governments.
- (l) **Project:** is defined as the activities involved in installing a Charging Station as described in the Application.
- (m) **Project Completion Date:** is defined as the day on which the Participant notifies Scout Environmental that the Charging Station has been completely installed, which shall be no later than: one (1) year from the date of Pre-Approval, or September 30, 2023.
- (n) **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; restaurants; arenas; libraries; medical offices; park and ride; etc.
- (o) **Sites:** is defined as the Project location(s) of the Project listed on the first page of this Participant Agreement.
- (p) **Total Government Funding:** is defined as cash contributions provided by the federal government and other contributions from the provincial/territorial and municipal governments toward the Project’s total costs.
- (q) **Workplace:** is defined as a location where employees perform duties related to a job. Charging infrastructure must be primarily used by the employees.
- (r) **Zero Emission Vehicle:** is defined as a vehicle that can be driven without producing polluting exhaust, and include fully battery electric, plug-in hybrid electric, and hydrogen fuel cell electric vehicles.

2. ELIGIBILITY. To be eligible for an Incentive, a Participant must:

- (a) Be a legal entity, validly incorporated or registered federally or in any province of Canada **except Quebec or New Brunswick**, including but not limited to: not-for-profit and for-profit organizations (such as: electricity or gas utilities, companies, industry associations, research associations, standards organizations, indigenous and community groups, academic institutions, provincial, territorial, regional or municipal governments, or their departments or agencies);
- (b) Be the registered legal owner of the Site, a tenant of the Site (with the property owner’s express written consent), or have obtained the requisite authority of the land owner to access the Site, and comply with the terms and conditions herein, including the ability to install a Charging Station;
- (c) During the Eligibility Period install a Charging Station that:
 - (i) Is located in Canada;



- (ii) Is located in Public Places, On-Street, Workplaces, MURBs, or to be used for Light-Duty Fleet Vehicles;
- (iii) Is a permanent installation (mounted or fixed models) of new equipment (not leased) purchased on or after April 1, 2022;
- (iv) Is a new installation, or expansion of an existing installation (not for the replacement of an existing installation);
- (v) Is a Connected EV Charger;
- (vi) Is and continues to be in compliance with all applicable laws, regulations, local codes (for example, building and electrical) and bylaws (for example, zoning and parking);
- (vii) Is targeting general public use must be installed in a parking space clearly identified for the purpose of charging Zero Emission Vehicles;
- (viii) Is commercially available and certified for use in Canada (for example, CSA, ULC, UL, Interlink);
- (ix) Is either a Level 2 charger that has a SAE J1772 standard plug head or a proprietary connector type, a Direct Current Fast Charger that includes one or more of the following charging connector types: CHAdeMO, SAE J1772 Combo (CCS) or be a proprietary connector type, or another Charging Station approved by the Program Operators in their sole and absolute discretion; and
- (x) Has proprietary connector types representing a maximum of seventy-five percent (75%) of all charging connectors installed at the same Project location.

3. PARTICIPANT'S OBLIGATIONS.

- (a) The Participant represents and warrants that:
 - (i) It is duly constituted, validly existing and in good standing under the federal laws of Canada or under the laws of a province of Canada;
 - (ii) It has the necessary power, authority and capacity and good and sufficient right to submit this Participant Agreement and to enter into the ZEVIP on the terms and conditions set forth herein, to carry on its business, to hold property, and undertakes to take all necessary action to maintain itself in good standing, and preserve its legal capacity during the term of this Participation Agreement, and the execution and performance of the ZEVIP will not conflict with, or constitute a breach under, any agreement to which it is a party or any judgment, order, statute or regulation which is applicable to the Participant;
 - (iii) This Participant Agreement and the ZEVIP constitutes a valid and binding obligation of the Participant, enforceable against the Participant and has been duly authorized to execute and deliver this Participation Agreement on its behalf;
 - (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 the Electrical Safety Authority and the Conditions of Service of its Local Distribution Company), manufacturer's specifications; and, if applicable, the electric and/or gas authority having jurisdiction;
 - (v) It will provide proof, within ninety (90) days of Pre-Approval, that it has committed to proceed with its Project;
 - (vi) The Charging Station will be installed at the Project Site by the Project Completion Date;



- (vii) It will choose Charging Stations that meet all ZEVIP requirements, as determined by the Program Operators from time to time (including those contained herein)
 - (viii) It will choose contractors that: (i) have the sufficient capability to complete the Project, (ii) will complete work in a good, skillful, efficient and professional manner, (iii) comply with all applicable law, and (iv) meet all ZEVIP requirements, as determined by the Program Operators from time to time (including those contained herein);
 - (ix) It is the Owner of the Project Site(s), or has obtained all required right and authority and consent(s) to install and operate the Charging Station; and
 - (x) All information contained in and submitted to the Program Operators under this Application the ZEVIP is true, accurate and complete.
- (b) The Participant 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 of 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 Participant Agreement and the ZEVIP are subject to change at any time at the sole and absolute discretion of and without liability to the Program Operators.
- (c) The Participant covenants and agrees to immediately notify Scout Environmental 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 under this or another Zero Emission Vehicle Infrastructure Program for the same Charging Station hereunder, or another source of funding not previously identified at the time of signing this Participant Agreement; and
 - (iii) Any Site or Charging Station submitted under this Participant Agreement has been "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. The Participant further agrees that the Program Operators, at their sole discretion, may suspend payment of the Incentive and/or terminate the Participant Agreement should any Site or Charging Station submitted under this Participant Agreement becomes 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 Participant agrees to provide all Project documentation and information that Scout Environmental requests within thirty (30) days following the completion of the Project, including but not limited to:



- (i) 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 Participant's request for an Incentive payment (including records, invoices, receipts, proof of payment, etc.); and
- (iv) Any other documentation that the Program Operators require.

4. INCENTIVE AMOUNTS AND ELIGIBLE EXPENSES.

- (a) The portion of the Incentive for each Application shall be less than \$100,000.00, and limited to the following amounts:

Eligible Charging Station Type	Maximum funding per unit installed
Level 2 connectors (3.3 kw to 19.2 kW)	Up to 50% of total Eligible Expenditures of the Project, to a maximum of \$5,000.00 per connector.
Fast charger (20 kW to 49 kW)	Up to 50% of total Eligible Expenditures of the Project, to a maximum of \$15,000.00 per fast charger.
Fast charger (50 kW to 99kW)	Up to 50% of total Eligible Expenditures of the Project, to a maximum of \$50,000.00 per fast charger.

- (b) The Participant may submit the following as Eligible Expenditures:
 - (i) Salary and benefits;
 - (ii) Professional services (e.g. scientific, technical, management; contracting; engineering; construction; installation, testing and commissioning of equipment; training; marketing; data collection; logistics; maintenance; printing; distribution; audit and evaluation);
 - (iii) Capital expenses, including informatics and other equipment or infrastructure;
 - (iv) Rental fees or leasing costs;
 - (v) License fees and permits;
 - (vi) Costs associated with Environmental Assessments; and
 - (vii) GST, PST and HST net of any tax rebate to which the recipient is entitled.
- (c) Notwithstanding anything contained in this Participant Agreement, the Participant's Total Government Funding shall not exceed Seventy Five percent (75%) of the total Project costs, except in the case where the Participant 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 Project costs.
- (d) Incentives may be issued by cheque addressed to the Participant, or by e-transfer to the Participant, at the discretion of Scout Environmental. Scout Environmental is under no obligation to reissue a cheque or transfer returned as, or otherwise undeliverable or to replace a stale-dated cheque.
- (e) Processing of complete Applications may take up to ninety (90) days, or more, from receipt of all required documents, subject to verification and Project Site visits.



5. NO LIABILITY.

- (a) The Program Operators do not endorse any specific product, retailer, or contractor, and are not liable for the Participant'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 the ZEVIP. The Program Operators make no representation or warranty, whether express or implied, in respect of any product, materials, services or measures associated with the Charging Station installed in relation to the ZEVIP. The Program Operators are not responsible whatsoever for the acts, omissions, recommendations or advice of any contractors engaged by a participant.
- (b) The Participant 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 the ZEVIP. The Participant 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 Participant Agreement, the Project, the 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 Participant hereby indemnify and save 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 proceedings for personal injury (including death) or property damage of any person relating to, or in connection with, resulting from, or arising out of the ZEVIP, including by reason of the actual or alleged implementation of any part of the ZEVIP, the receipt of an Incentive, the install of the Charging Station installation or any other matter contemplated by the ZEVIP or in connection to the Project.

6. INFORMATION, UPDATES, VERIFICATION, AUDITS, AND SITE VISITS.

- (a) The Participant agrees that it shall provide, upon request by the Program Operators, safe and clear access to the Project Site and any records for the purpose of verifying compliance with this Participant Agreement and the ZEVIP. The Participant also agrees to participate in any surveys; study, audit, evaluations or verification conducted by the Program Operators in connection with this Participant Agreement and the ZEVIP.
- (b) The Participant will 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 Participant Agreement or demand repayment of any funds already disbursed to the Participant.



- (c) The Program Operators may, at their discretion, verify information provided by the Participant by directly contacting any party associated with the Charging Station, or by any other reasonable means. The Participant must respond to any request for information within thirty (30) days of receipt of notice, failing which the Participant Agreement may be terminated and/or Incentives forfeited, at the sole discretion of the Program Operators.
- (d) The Participant 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 pictures of the Project Site(s) and/or installed Charging Station. The Participant shall provide reasonable Site access upon signing this Participant Agreement and for a period continuing during the term of the Project and ending three (3) years following the later of the Eligibility Period and the termination of this Participation Agreement in accordance with its terms.

7. INTELLECTUAL PROPERTY

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

8. CONFIDENTIALITY AND PRIVACY.

- (a) The Participant agrees to keep the terms and conditions of this Participant 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 Participant Agreement. In the event the Participant is required to disclose the terms or this Participation Agreement by law, it shall give the Program Operators prompt notice and details of the request for disclosure and allow the Program Operators to seek counsel on the requirement to disclose the confidential information. The obligations of confidentiality herein shall survive the termination or expiry of this Participant Agreement.
- (b) The Participant agrees that by submitting their Application, whether or not this 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 (the "ZEVIP Participant Information") by Scout Environmental for purposes relating to the operation, administration or assessment of the ZEVIP, and in connection with any reporting activities relating to the ZEVIP, which shall include, without limitation: (i) sharing of ZEVIP Participant Information among the Program Operators; (ii) use by the Program Operators of the ZEVIP Participant Information provided to conduct, analyze and report on the results of the ZEVIP and to conduct surveys and modify the ZEVIP based on such surveys; and (iii) 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 Participant may access Scout Environmental's privacy policy at <https://scoutenvironmental.com/privacy-policy/>
- (d) The Participant acknowledges and agrees that ZEVIP Participant Information 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.

- (a) If, during the Eligibility Period and for three (3) years thereafter, the Participant sells, leases or otherwise disposes of any Charging Station (excluding Intellectual Property), where the cost of the Charging Station is part of the Incentive under the ZEVIP to which NRCan has contributed under this Participant 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 Participant shall immediately notify Scout Environmental in writing of such sale, lease or disposition and, if the Program Operators so require, the Participant shall share with NRCan the proceeds of the sale, lease or any other disposition in the same ratio as that of NRCan's Incentive to the purchase of the Charging Station by the Participant, except that NRCan's share shall not exceed the Incentive.
- (b) During the Eligibility Period and for three (3) years thereafter, the Participant must seek written consent from Scout Environmental before the disposal of any goods acquired or used for the Project that are either disposed of or cease to be used for Project.

10. GENERAL.

- (a) Any notice required to be given shall be in writing and shall be delivered by hand or sent by electronic mail, prepaid registered mail or prepaid courier directed Scout Environmental at the addresses indicated below. It is the responsibility of the Participant to keep its contact information up to date at all times during the Term. Change in contact information shall be on notice to Scout Environmental.
 - (i) Scout Environmental, 30 Commercial Road, Toronto, ON M4G 1Z4
zevip@scoutenvironmental.com
1-877-595-2490
- (b) Except as otherwise provided, the Application and this Participant Agreement constitutes the entire agreement between the Participant and Scout Environmental 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 or fiduciary relationship between the parties.
- (c) The Participant may not assign, in whole or in part, its obligations or rights hereunder.
- (d) Scout Environmental shall not be in default, and shall not be deemed to be in default, of this Participant 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 Scout Environmental, including without limitation any acts of God, pandemics, or other causes which frustrate the performance of this Participant Agreement.



- (e) The Program Operators may at any time, without notice, cause and liability, revise the Participant Agreement and/or the 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 or the ZEVIP. The Program Operators are not responsible for lost, delayed, damaged, illegible or incomplete Applications. The Program Operators may reject an Application if the Participant fails to provide a fully completed Application within fourteen (14) days after receiving a request to do so by the Program Operators.
- (h) The ZEVIP, including this Participant Agreement, are governed by and interpreted in accordance with the laws of the Province of Ontario.
- (i) This Participant Agreement may be executed in any number of counterparts and all such counterparts taken together will 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 authorized representative of the Participant, attest that the Participant is the registered owner of the Project Site(s), a tenant of the of the Project Site(s) with the property owner’s express written consent, or have obtained the necessary authority to access the land for the purposes of fulfilling the obligations in this Participant Agreement.

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

Duly Authorized Signatory:

Name and Title:

Date:

