



# ChargeYYC – Phase 1 - Terms and Conditions

By submitting an Application for a Phase 1 Rebate, the Participant agrees to the following terms and conditions (the “**Phase 1 Terms**”).

## BACKGROUND

1. ChargeYYC or the “**Program**” is a financial incentive program for the retrofitting of EV charging infrastructure into Multi-family Residential Properties (the “**Property**”), administered by The City of Calgary (“**The City**”) as part of its Calgary Climate Strategy – Mitigation Plan.
2. Charge YYC is divided into two phases. Phase 1 of the Program (“**Phase 1**”) provides a rebate for the completion of an EV Charging Roadmap by a Qualified Professional. **Phase 1 does not provide any rebates for the installation of EV charging infrastructure.** Phase 2 of the Program (“**Phase 2**”) provides a rebate for the installation of EV charging infrastructure in accordance with an EV Charging Roadmap.
3. This document sets out the terms and conditions applicable to Phase 1 (the “**Phase 1 Terms**”). Phase 2 will be subject to separate terms and conditions.
4. These Phase 1 Terms are effective as of September 24, 2024.

## DEFINITIONS

5. In these Phase 1 Terms, the following terms shall have the following meanings:
  - a) “**Acceptance**” means written acknowledgment by the Program Administrator to the Participant that the Participant and Property conform to the applicable requirements contained in these Phase 1 Terms, and that the Participant will be eligible to receive a Phase 1 Rebate upon submission of an EV Charging Roadmap in accordance with these Phase 1 Terms.
  - b) “**Application**” means the application to receive a Phase 1 Rebate;
  - c) “**City Partners**” means the University of Calgary and ENMAX Corporation.
  - d) “**EV Charging Roadmap**” means a document created by a Qualified Professional in accordance with the EV Charging Roadmap Requirements that outlines a strategy for providing EV charging on a Multi-Family Residential Property;
  - e) “**EV Charging Roadmap Requirements**” means the requirements for EV Charging Roadmaps as set out at [calgary.ca/chargeyyc](http://calgary.ca/chargeyyc).
  - f) “**Multi-family Residential Property**” or “**Property**” means a private property that 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;
  - g) “**Participant**” means the person submitting an Application;
  - h) “**Participant Information**” means all information in the Application and in the EV Charging Roadmap;



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- i) **“Phase 1 Rebate”** means the funds disbursed by The City through Phase 1 of the Program, in the amount set out in Section 10.
- j) **“Program Administrator”** means The City of Calgary employee(s) dedicated to the ongoing administration and operation of ChargeYYC;
- k) **“Qualified Professional”** means: (i) a Professional Engineer licensed to practice in the Province of Alberta; or (ii) a Master Electrician certified to practice in the Province of Alberta.

## QUALIFICATION

- 6. To be eligible for a Phase 1 Rebate:
  - a) the Participant must have permission(s) and authority from the registered owner(s) of the Property to participate in the Program;
  - b) the Participant must complete an Application with respect to a Property that:
    - i. is located within the boundaries of The City of Calgary;
    - ii. is fully constructed at the time of application;
    - iii. has not been the subject of any previously completed study or plan substantially similar to the EV Charging Roadmap.
- 7. The Participant must complete and submit the Application hosted at [calgary.ca/chargeyyc](http://calgary.ca/chargeyyc) in accordance with the instructions on the webpage. If the Participant and Property conform to the applicable requirements of these Phase 1 Terms, the Program Administrator will provide Acceptance to the Participant. The Participant may submit only one (1) Application for one (1) Property, for which the Participant has not previously received a rebate for a plan or study substantially similar to the EV Charging Roadmap.
- 8. 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 1 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.

## COMPLETION OF EV CHARGING ROADMAP

- 9. To receive a Phase 1 Rebate, the Participant must, within six (6) months from the date of Acceptance by the Program Administrator, complete and submit an EV Charging Roadmap, along with an itemized invoice from the Qualifying Professional, to the Program Administrator.
- 10. The City’s Acceptance or issuance of a Phase 1 Rebate does not guarantee that ENMAX Corporation will approve of the infrastructure upgrades recommended in an EV Charging Roadmap. The City encourages the Participant to have their Qualified Professional communicate with ENMAX Corporation in preparing the EV Charging Roadmap.

## REBATE

- 11. Subject to Section 12, Participants that submit an EV Charging Roadmap in accordance with the Phase 1 Terms will receive a Phase 1 Rebate in an amount equal to the lesser of: (a) 50% of the fee charged by the Qualified Professional; and (b) [\$4,000].



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12. If the Participant has received or will receive funding from any other party, or through any other program, for completion of an EV Charging Roadmap, the amount of the Phase 1 Rebate will be capped to ensure it does not exceed 100 per cent of the cost of the EV Charging Roadmap.
13. The Phase 1 Rebate may 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.
14. The issuance of the Phase 1 Rebate may take up to sixty (60) days from the date of the Program Administrator approving a complete and accurate EV Charging Roadmap.

### **PARTICIPANT OBLIGATIONS**

15. Participants are responsible for:
  - a) retaining a Qualified Professional to complete their EV Charging Roadmap. The City will not be responsible for verifying the credentials of Qualified Professionals and does not endorse any specified Qualified Professional;
  - b) paying fees to develop the EV Charging Roadmap directly to the Qualified Professional;
  - c) complying with these Phase 1 Terms; and
  - d) complying with all applicable laws, bylaws (including condominium corporation bylaws) in the completion of the EV Charging Roadmap.

### **INFORMATION UPDATES, SITE VERIFICATION**

16. The Participant must notify The City immediately if any information provided to The City in the Application or EV Charging Roadmap changes. The City may, in its sole discretion, recalculate the Phase 1 Rebate, reject the Application or demand repayment of any funds already disbursed to the Participant.
17. The City may, at its discretion, verify information provided by the Participant by directly contacting the Qualified Professional. 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 1 Rebate, at the sole discretion of The City.
18. Participants must retain copies of all documentation submitted to The City to confirm or support eligibility for the Phase 1 Rebate for one (1) year following the receipt of the Phase 1 Rebate.
19. The City may conduct site visits to the Premises to confirm compliance with these Phase 1 Terms. For a period of one (1) year following payment of the Phase 1 Rebate, the Participant must, upon request by The City, provide access to the Premises for the purpose of allowing The City to verify compliance of the Premises with these Phase 1 Terms.



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## LIABILITY AND INDEMNIFICATION

20. The Participant acknowledges that:
- c) any Qualified Professional or other contractor selected by the Participant is not an agent, contractor or subcontractor of the Program Administrator or The City; and
  - d) The City and the Program Administrator are not responsible for verifying or endorsing the content of an EV Charging Roadmap, other than ensuring that the EV Charging Roadmap complies with the EV Charging Roadmap Requirements.
21. 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 or the Qualified Professional 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.
22. 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, including without limitation the Qualified Professional's performance or non-performance of the Qualified Professional's obligations under the Program.

## USE AND DISCLOSURE OF INFORMATION

23. The City will collect the Participant Information, including the following personal information:
- a) With respect to the Participant: name, e-mail, phone number, Property address, relationship to Property, and, if applicable, an address to which a Phase 1 Rebate should be sent; and
  - b) With respect to the Qualifying Professional: name, phone number, place of employment, and license number for professional designation.

Personal information is collected under the authority of section 33(c), and protected by the provisions, of the *Freedom of Information and Protection of Privacy Act* (“**FOIP**”). The Participant Information will be used by The City of Calgary to determine eligibility for the Program, to provide follow up information for City staff (if required to confirm details or access the program), to collect statistical information, and to support reporting of aggregate data of program participation. The City may share anonymized EV Charging Roadmaps 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 368-993-7650 or [electricmobility@calgary.ca](mailto:electricmobility@calgary.ca).

24. 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 1 Terms.
25. 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.



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## TERMINATION

26. 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 participation 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.

## GENERAL

27. The City reserves the right to revise the Program, or any portion thereof, without notice, including without limitation to the content of the Program or any rebate requirements, or these Phase 1 Terms, at any time without notice or any liability to the Participant.
28. The Program is subject to available funding, and The City reserves the right to 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 1 Rebate to Participants who have completed an EV Charging Roadmap in accordance with these Phase 1 Terms.
29. These Phase 1 Terms are governed by and interpreted in accordance with the laws of the Province of Alberta.