

**Town of Bon Accord
AGENDA
Special Meeting of Council
March 29, 2022 3:30 p.m.
Live streamed on Bon Accord YouTube channel**

- 1. CALL TO ORDER**
- 2. ADOPTION OF AGENDA**
- 3. UNFINISHED BUSINESS**
 - 3.1. Electric Vehicle (EV) Charging Agreement (enclosure)**
- 4. ADJOURNMENT**

TOWN OF BON ACCORD
REQUEST FOR DECISION

Meeting:	Special Meeting of Council
Meeting Date:	March 29, 2022
Presented by:	Dianne Allen, Manager Planning & Development
Title:	Electric Vehicle Charging (EVC) Program – Funding Approved
Agenda Item No.	3.1

BACKGROUND/PROPOSAL

The Government of Canada, with matching funds from the Provincial Government, is providing millions to support investments in electric vehicles (EV) charging stations. The Electric Vehicle Charging program supports municipalities installing new EV charging stations on municipal property and for municipal fleet vehicles.

Up to 100% of the costs of purchasing and installing a new charging station can be rebated, so a municipality can participate without worrying about the impact to taxpayers. This represents a savings of:

- **Up to \$10,000** for each Level 2 connector (for charging over several hours)
- **Up to \$150,000** for each Fast Charger (for charging up in 30 minutes)

An expression of interest was sent February 8/22 to potentially position Bon Accord on the list of municipalities. Time was of the essence to be a part of this program as there is a limited cap of dollars allocated to this program. Dandelion Renewables was proactive in getting site visits completed for the application process. A site visit was confirmed/completed on February 11/22, with the arena and Town Office identified as the desired locations for the EVC program.

If the Town's proposal is accepted and approved, the Town is not obligated to sign the funding contract; the Town can opt out if desired. Dandelion Renewables believes this is an excellent green program, complementary to the Solar Farm, with no risk to the Municipality. To note, Dandelion Renewables was highly successful in securing funding/grant dollars for the Town's Solar Farm.

A funding application was sent to the Municipal Climate Change Action Centre February 18/22 for the full project value of \$147,310.80. The overall project proposal includes:

- Six (6) Level 2 chargers
- One (1) Level 3 charger

A public engagement session was hosted on March 16/22 with members of Council facilitating a discussion on several topics including the Electric Vehicle Chargers. Residents had the opportunity to provide feedback or thoughts on the charges. There was no feedback gathered at this public event.

On March 4/22 Administration received confirmation that the application was approved for a total estimated funding of \$140,709.00. The estimated funding contribution is based on the information provided by the Municipality in the EVCP application. The actual final funding contribution is subject to change and will be determined in accordance with information provided in the project completion statement and the project verification items outlined in Section 4 of the funding agreement.

Deadline for the funding agreement to be signed and returned to the Municipal Climate Change Action Centre is 30 days (as per telephone conversation March 7/22). To proceed with this project, Council must approve a decision by April 5/22.

DISCUSSION / OPTIONS / BENEFITS / DISADVANTAGES

Electric vehicle chargers can have a positive impact on the community:

- Attract electric vehicle owners to shop, eat and stay in the community
- Lower cost of driving for the community
- Pave the way to other forms of clean transportation
- Supports environmental integrity
- Increase of community assets
- EV communities get great PR
- EV's help community achieve climate change goals
- Prepare municipal fleet vehicles for an electric future
- Demonstrate communities' commitment to cleaner skies and healthier climate
- No risk to the Municipalities taxpayer's dollars.

Challenges to the community/municipality:

- Grant funding allocated to the Municipality can take one to five months – bridge financing will be required
- Grid capacity
- Charging Behaviors

Warranty Information

The supplied equipment will have warranties:

- Level 3 – Two-year manufacturer's warranty
- Level 2 – Three-year manufacturer's warranty
- Dandelion Renewables offers a three-year warranty on workmanship

Optional Additions

- Additional three-year warranty on level 3 available - \$2,364
- Dandelion Renewables can provide an Annual Operations and Maintenance for all installed EV Charges - \$1,500/yearly

Additional Information & Considerations

- Annual subscription required for Level 3. Subscription available through EV Charge at a rate of \$225/yearly. Additional charges may apply
- Additional fees will apply for charger fees paid by credit card
- Monthly electricity charges will increase to cover the power consumed by the EV charges
- Peak demand charges may increase depending on the usage of Level 3 charger based on the exiting facility loads profile

STRATEGIC ALIGNMENT

As per Councils Strategic Plan 2018 – 2021:

- Priority 1
Town of Bon Accord has a structured plan in place for steady, positive growth.
- Priority 2
The residents of Bon Accord live in a safe and attractive community.

COSTS/SOURCES OF FUNDING

- No matching funds required - 100% Grant Funded through Federal and Provincial Government
- Additional three-year warranty on level 3 available - \$2,364 (optional)
- Yearly maintenance fee - \$1,500 (incorporated into budget)
- Annual subscription for Level 3 charger - \$225

RECOMMENDED ACTION (by originator)

- THAT ... Council accepts this report as information and declines moving forward with the Electric Vehicle Charging program grant funding; or
- Council approves the Electric Vehicle Charging Program directing administration to proceed with signing the grant agreement and returning grant agreement prior to deadline to the Municipal Climate Change Action Centre.

**ELECTRIC VEHICLE CHARGING PROGRAM (EVCP)
FUNDING AGREEMENT**

THIS AGREEMENT (the “**Agreement**”) issued the 4th day of March 2022.

BETWEEN: **ALBERTA URBAN MUNICIPALITIES ASSOCIATION**, a
society duly created under the laws of Alberta

(the “**AUMA**” or “Alberta Municipalities”)

AND: **TOWN OF BON ACCORD**, a municipal corporation, duly
incorporated according to the laws of Alberta

(the “**Municipality**”)

IN WITNESS WHEREOF the parties have executed this Agreement as of date last signed
below (“**Effective Date**”). The pages that follow form the Agreement.

ALBERTA MUNICIPALITIES

TOWN OF BON ACCORD

Per: _____
Name: Calvin Lechelt

Title: Program Lead, Sustainability
Services

Date:

Per: _____
Name:

Title:

Date:

Per: _____
Name: Trina Innes

Title: Executive Director, Sustainability
Services

Date:

Per: _____
Name:

Title:

Date:

WHEREAS:

- A. Her Majesty the Queen in right of the Province of Alberta (the “**Government of Alberta**”), as represented by the Minister of Environment and Parks, and the AUMA entered into an agreement, dated May 16, 2018 (the “**Community Energy Efficiency and Renewable Energy Project Agreement**”), whereby the Government of Alberta agreed to provide the AUMA with money as a provincial grant (the “**Provincial Grant**”) for the Electric Vehicle Charging Program (“**EVCP**”) and other programs to be administered by the Municipal Climate Change Action Centre (the “**MCCAC**”);
- B. Her Majesty the Queen in right of Canada (the “**Government of Canada**”), represented by the Minister of Natural Resources, and the AUMA entered into an agreement, dated November 28, 2021 (the “**Zero Emission Vehicle Infrastructure Program Non-Repayable Contribution Agreement**”), whereby the Government of Canada agreed to provide AUMA with money as a federal grant (the “**Federal Grant**”) to administer the EVCP by AUMA through the MCCAC; C. Based on the terms of the Community Energy Efficiency and Renewable Energy Project Agreement, any unused balance of the Provincial Grant as of April 30, 2024 (or such later date as may be agreed upon) is to be returned by the AUMA to the Government of Alberta;
- D. In the course of its mandate, the MCCAC has developed the EVCP to encourage municipalities to install stations to charge on-road, passenger electric vehicles (“**EV Charging Stations**”) to support the transition to electrically-fueled transportation in their communities and municipal fleets;
- E. The AUMA, through the MCCAC, has implemented the EVCP which contemplates, among other things, the provision of funding initiatives to each participating municipality within the Province of Alberta; and
- F. The Municipality wishes to be a participating municipality for the purposes of the EVCP that provides for the funding of partial or full compensation for the acquisition and installation of EV Charging Stations, as further detailed herein.

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND SCHEDULES

1.1. In this Agreement, the following terms shall have the following meanings:

- a. “**Agreement**” means this EVCP Funding Agreement and any Schedules attached hereto;
- b. “**AUMA**” means the Alberta Urban Municipalities Association, otherwise known as Alberta Municipalities;

- c. **“Contractor”** means a person or company operating in the Province of Alberta that is duly qualified to carry out any or all of the activities involved in the design, procurement, construction, or installation of an EV Charging Station;
- d. **“Effective Date”** means the date in which the Agreement takes effect.
- e. **“Eligible Expenditures”** means only those expenditures incurred by the Municipality and within the Eligible Expenditure Period in accordance with the terms and conditions of this Agreement;
- f. **“Eligible Expenditure Period”** means the earlier of 12 months from the date of execution of this Agreement or when the Project is completed.
- g. **“Electrical Code Regulation”** means the Electrical Code Regulation AR 209/2006, as amended from time to time;
- h. **“EOI”** is the online expression of interest form created by the MCCAC, as amended from time to time by the MCCAC, which is completed and submitted by the Municipality to the MCCAC as set forth in Section 3.1;
- i. **“Estimated Funding Contribution”** means the estimated amount for the Project, to be provided by the Municipality as per Schedule “A”, for ;
- j. **“EV Charging Station”** means the level 2 or level 3 (3.3 kW to 100+ kW) electrical charging infrastructure needed to transfer energy to an electric vehicle battery for which funding is requested through an EVCP Application;
- k. **“EVCP”** means the Electric Vehicle Charging Program in this Agreement and as set forth in recital A. above;
- l. **“EVCP Application”** has the meaning set forth in Section 3.1 and is attached hereto as Schedule “B”;
- m. **“EVCP Guidebook”** means the guidebook developed by the MCCAC, as amended from time to time, to be used and referred to by the participating Municipalities for eligibility requirements, financial incentives, and program participation processes and can be accessed at <https://mccac.ca/programs/electric-vehicle-charging-program/>;
- n. **“EVCP Project Completion Statement”** means the statement to be executed by the Municipality to confirm the completion of the Project in the form set out in Schedule “C”;
- o. **“Federal Grant”** refers to the portion of funding sourced from the Government of Canada as set forth in recital B. above;
- p. **“Federal Obligations”** has the meaning set forth in Section 2.2 and are attached hereto as Schedule “D”;

- q. **“Final Funding Contribution”** means the final amount as set forth in the EVCP Project Completion Statement that the AUMA is to pay to the Municipality for the sole purpose of assisting in the funding of a Project;
- r. **“Government of Alberta”** has the meaning set forth in recital A. above;
- s. **“Government of Canada”** or **“Canada”** has the meaning set forth in recital B. above;
- t. **“Intellectual Property”** means any intellectual property recognized by law, including any intellectual property right protected through legislation including government patents, copyright, trade-marks, and industrial designs;
- u. **“MCCAC”** has the meaning set forth in recital A. above;
- v. **“Minister”** means the Minister of Natural Resources for the Government of Canada and includes any duly authorized officers or representatives;
- w. **“Municipality”** means the contracting party defined as “Municipality” on page 1 hereof that meets the definition of “municipality” under Section 1(1)(s) of the *Municipal Government Act* RSA 2000 c M-26, as amended from time to time;
- x. **“Product Provider”** means the provider or manufacturer of an EV Charging Station, or any other equipment or materials included in the Project;
- y. **“Project”** means the acquisition and installation of EV Charging Station(s) for which funding is requested through a single EVCP Application;
- z. **“Provincial Grant”** refers to the portion of funding sourced from the Government of Alberta as set forth in recital A. above
- aa. **“Term”** has the meaning set forth in Section 8.1 hereof;
- bb. **“Third-Party Provider”** includes a Product Provider, Contractor, or consultant that is supplying product or completing Work on behalf of the Municipality;
- cc. **“Work”** describes all activities required for the completion of the Project for which the Municipality is seeking a funding contribution from the MCCAC under this Agreement.

1.2. The following Schedules shall form an integral part of this Agreement:

Schedule “A”	Estimated Funding Contribution
Schedule “B”	EVCP Application
Schedule “C”	EVCP Project Completion Statement

Schedule “D”	Federal Obligations
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2. ROLES AND RESPONSIBILITIES

- 2.1. The Municipality will ensure installation of the Project as set out in the EVCP Application and in accordance with the terms and conditions of this Agreement
- 2.2. The Municipality is solely responsible for all costs and expenses associated with the Project, including all applicable taxes, and all ongoing operational expenses.
- 2.3. The Municipality is required to accept ownership and custody of all goods purchased by the Municipality for the Project and will maintain evidence of ownership of such goods through bills of sale, receipts, invoices, or other title documents in the records of the Municipality in respect of the Project. AUMA may audit such records at any relevant time in accordance with any audit provisions contained in this Agreement or the schedules hereto.
- 2.4. The Municipality acknowledges the responsibility as the owner of the EV Charging Station to provide power, maintain equipment, and ensure all equipment remains operational and connected to a network. The Municipality must dedicate a clearly identified parking space for the purpose of charging EVs for each EV Charging Station connector.
- 2.5. The Municipality understands that any expenses incurred prior to or after the Eligible Expenditure Period are not Eligible Expenditures and will not be reimbursed.

3. EVCP APPLICATION

- 3.1. The Municipality agrees or, where applicable, confirms, that upon completion of the EOI, the Municipality and its Contractor, as necessary, shall complete and submit the following information to the MCCAC in satisfactory form:
 - a. A completed EVCP Application attached as Schedule “B”;
 - b. A copy of purchase quotes from the Product Provider for the EV Charging Station and associated equipment, including specification sheets, as applicable;
 - c. A copy of the quote from the Contractor for the installation of the EV Charging Station(s), as applicable;
 - d. A copy of engineering and design costs related to the install, if applicable, including a detailed scope of work and rationale describing the need for additional engineering and design work;
 - e. Proof of land ownership or proof of long-term lease for the install location(s); and

- f. A photo of the exact location where the EV Charging Station is to be installed.
- 3.2. The MCCAC shall review the EVCP Application, and all attached documentation as described in Section 3.1 for completion, eligibility, and approval.
- 3.3. The MCCAC must immediately be notified of any changes to the EVCP Application including project scope, costs or otherwise, and any such changes, including changes to the Final Funding Contribution, must be approved by the MCCAC in writing prior to the consideration and provision of any funding.

4. PROJECT VERIFICATION

- 4.1. The Municipality agrees to provide the AUMA the following documentation within twelve (12) months following the date of this Agreement:
 - a. A signed EVCP Project Completion Statement, to be provided by MCCAC in the form attached as Schedule “C” which shall include the following:
 - i. Information that will demonstrate how the Final Funding Contribution was used, which shall include receipts that indicate how the Final Funding Contribution (and the Federal Grant portion of the Final Funding Contribution) was applied to goods and/ services funded by AUMA (and Canada);
 - ii. A final narrative report, in the format included in Schedule “C”, to describe how the Municipalities activities have contributed to the achievement of the objectives of the Community Energy Efficiency and Renewable Energy Project;
 - iii. A declaration as to the total amount of contributions or payments, including a total of all government funding received by the Municipality;
 - iv. A certification that any Eligible Expenditures have been incurred and paid for by the Municipality.
 - b. The final purchase invoice(s) displaying all costs for the associated EV Charging Station install(s) including a detailed breakdown of the Work completed, as applicable;
 - i. The invoices must, at a minimum, separate out costs associated with equipment, labour, engineering, design, permitting, inspections, signage, and GST.
 - c. Confirmation by the Municipality that all invoices provided have been paid in full;
 - i. Proof of payment documentation must match all totals on the provided invoices and clearly demonstrate that all invoices have been paid in full. This may include accounts payable registers, electronic funds transfer (“EFT”) payment advice, cheque copies, or vendor confirmation.
 - d. Proof of completion of the EVCP public engagement requirement which requires satisfaction of the following;

- i. Inclusion of the Project in the MCCAC's web-based project showcase, to be completed by MCCAC;
 - ii. Issuing a media release for the Project or completing any other public engagement activities (e.g., ribbon cutting ceremony, website, media event, etc.) endorsed by the MCCAC and acknowledging all program funders;
 - iii. A brief abstract describing the Project including one or more quotes from one of the Municipality's leaders, to be used for MCCAC program marketing and reporting; and
 - iv. Sharing of Project details and photographs on municipal social media networks, as applicable.
 - e. A set of 3 or more high resolution photographs of the EV Charging Station(s) suitable for print publication. Photographs with municipal staff are encouraged. The Municipality agrees to grant permission to the MCCAC, including its employees, agents, assigns, or other third party as the MCCAC to authorize on its behalf, the nonexclusive right to use photograph(s) and/or video(s) of any municipal representatives submitted through the EVCP in all forms of media, for any and all promotional purposes including publications, news releases, online, and in all other communications related to the mission of the MCCAC. Editing, publication, distribution, broadcast and use of this material shall be at the sole discretion of the MCCAC. The Municipality agrees that no honorarium or any other fee for the photograph(s)/video(s) or the use of the photograph(s)/video(s) will be given. The identity of any captured individual may be included in the resources listed above as developed and published in print, electronic, or digital format, including any authorized MCCAC website, such as www.mccac.ca. Consent takes effect when the funding agreement is signed.
 - f. Completion of the EVCP evaluation form, as provided by the MCCAC.
 - g. Any other information or documents reasonable requested by AUMA in respect of the Project, this Agreement, or the Municipality's use of funds pursuant to this Agreement.
- 4.2. Any Municipality receiving any grant money under the EVCP may be contacted by the MCCAC, or a third-party evaluator retained on behalf of the MCCAC, to verify completion of the Project.
- a. The Municipality must submit documentation to establish, to the satisfaction of the MCCAC, that the Municipality incurred and paid all Eligible Expenditures reported. All items on an invoice submitted by the Municipality must be listed separately, and the cost for each eligible expense must be clearly identified.

- b. The Municipality must also provide any other documentation requested by the MCCAC. If the Municipality fails to provide information within a reasonable time on reasonable notice, as determined by the MCCAC, for the audit and evaluation of the Project, the Municipality may be required to refund all or a portion of the payments received under the EVCP, as well as forfeit any future payments under the EVCP.
- 4.3. The MCCAC, at its sole unfettered discretion, reserves the right to provide a maximum four (4) month written extension for Project completion, if the Municipality provides a written rationale that the MCCAC deems reasonable.
- 4.4. Pursuant to Section 4.1, for three years following the execution of this Agreement, the MCCAC or its designees are entitled, at a reasonable time and upon reasonable notice to the Municipality, to attend the EV Charging Station sites for the purpose of examining items pertinent to the Project in order to assess whether the Municipality has complied with this Agreement and the EVCP conditions, and to conduct other measurement and verification activities as MCCAC may deem necessary.
- 4.5. The Municipality agrees it shall complete a written, oral, or electronic participation survey or evaluation on its program experience prior to the disbursement of funds, if requested by the MCCAC.
- 4.6. The Municipality gives the MCCAC permission to access data on EVCP-funded EV Charging Station use, including access to any online portal for monitoring system use and performance, as available and upon request.

5. DISBURSEMENT OF FUNDING

- 5.1. The Municipality agrees that the payment of the Final Funding Contribution as contemplated in this agreement is contingent upon the Municipality complying with the terms and conditions applicable to the Municipality as set out in the Federal Grant which have been set out in Schedule “D” to this Agreement or have otherwise been identified in this Agreement as obligations in respect of the Federal Grant (the “Federal Obligations”). The Municipality will ensure that it complies with the Federal Obligations.
- 5.2. The AUMA agrees to reimburse the Municipality, subject to Sections 7.1 and 9.1 hereof, compensation for certain costs associated with the completion of the Project described in the EVCP Application, in an amount equal to the Final Funding Contribution, provided that:
 - a. the Project for which the Municipality is seeking contribution is completed within twelve (12) months of the date of this Agreement;
 - b. the Municipality agrees to indicate that the Project was supported by the MCCAC, clearly identifying the full name of the “Municipal Climate Change Action Centre” in print, digital, and social media related to the Project. The Municipality will liaise

with the MCCAC to coordinate major announcements and promotions related to the Project;

- c. all Project verification requirements, as described in Section 4.1 are satisfied; and,
 - d. the AUMA is satisfied that the nature of the Work completed was consistent with the EVCP Application.
- 5.3. Provided the Municipality has met all of the requirements in Section 5.1 above to AUMA's satisfaction, the payment referred to in Section 5.1 above shall be payable by the AUMA within one hundred fifty (150) days. For greater clarity, the Municipality remains fully liable to the Third-Party Provider with whom it engaged to complete the Project, with the Final Funding Contribution being payable from the AUMA to the Municipality only.

6. INCENTIVE STACKING RESTRICTIONS

- 6.1. The Municipality agrees to immediately disclose to the MCCAC both the Municipality's intention to participate as well as the actual participation in any other government programs (federal or provincial) through which any funding to be directed towards the cost of the Project is being pursued.
- 6.2. While the Municipality may be eligible to access other government programs for funding towards the cost of the Project, the Municipality agrees and acknowledges the amount of combined funding towards the cost of the Project from all sources shall not and cannot exceed the total Eligible Expenditures of the Project.

7. REMEDIES AND WARRANTIES

- 7.1. The Municipality shall immediately refund to the MCCAC, any payment received under the EVCP not in accordance with the EVCP Guidebook and the EVCP Funding Agreement upon notice being provided to the Municipality by the MCCAC. Failure to make repayment as required by the MCCAC creates a debt owing to the Government of Alberta that can be set-off against any money the Government of Alberta owes to the Municipality. Failure to make repayment as required by the MCCAC creates a debt owing to the Government of Canada that can be set-off against any money the Government of Canada owes to the Municipality.
- 7.2. The Municipality agrees that the MCCAC and the AUMA may set-off against any other grant or amount payable to the Municipality under any programs administered by the MCCAC or the AUMA any amounts that become repayable by the Municipality to the MCCAC or the AUMA under the EVCP.
- 7.3. The Municipality agrees that the MCCAC reserves the right to withhold approval of new projects and withhold release of funding for this Project if the Municipality has any other approved projects beyond their completion deadline under any

programs administered by the MCCAC, until such projects are considered complete by the MCCAC.

- 7.4. If the Municipality provides any false, misleading, inaccurate, or incomplete information under the EVCP, the Municipality shall forgo all rights to benefit from the EVCP.

8. TERM OF AGREEMENT

- 8.1. The term (the “**Term**”) of this Agreement shall commence on the Effective Date and shall end upon fulfillment of the parties’ obligations contained herein, except where the Agreement has been terminated early by the AUMA:
- a. in the event there are no further amounts of the Provincial Grant and/or Federal Grant available for distribution in the circumstances set forth in Section 9.1 hereof; or
 - b. in accordance with Article 11.

9. CONDITIONS OF PAYMENT AND DISCLAIMER OF LIABILITY

- 9.1. Notwithstanding anything contained herein, all funding and payment obligations of the AUMA contained herein are subject to, and conditional upon, there being a sufficient amount of the Provincial Grant and/or Federal Grant available for such distribution and payment. Upon execution of this Agreement and confirmation from the Municipality of the scope and cost of the Project to be implemented, the AUMA shall take prudent steps to hold in reserve adequate funds to meet the funding obligations contained herein. However, the Municipality understands and agrees there may arise unanticipated events or conditions beyond the reasonable control of the AUMA that prevents the AUMA from meeting these funding obligations. **If, at the time monies are to be distributed, there are no further amounts of the Provincial Grant and/or Federal Grant available for distribution, then the AUMA shall not be required to make its payment obligations stated herein.** The Municipality acknowledges its understanding that there are limited funds available which may affect its compensation entitlements and that time is of the essence.
- 9.2. The Municipality acknowledges that AUMA is bound by the provisions of the Federal Grant and the Federal Grant is subject to there being an appropriation by Parliament for the Fiscal Year in which the payment of the monies pursuant to the Grant is to be made. Notwithstanding, any other provision of this Agreement, AUMA may reduce or cancel the payment of the Final Funding Contribution upon written notice to the Municipality in the event that AUMA receives notice from the Government of Canada that the funding levels pursuant to the Federal Grant have been changed or cancelled in their entirety. The Municipality and AUMA agree to amend the Project and the Eligible Expenditures for the Project in proportion to any reduction or cancellation of the Federal Grant.

- 9.3. Notwithstanding anything contained herein, the AUMA hereby expressly disclaims liability to the Municipality except as specifically contracted for herein and for greater clarity, the AUMA does not and cannot guarantee the reliability or comprehensiveness of any information provided by the MCCAC or the AUMA in relation to the Project pursuant to the terms of this Agreement or otherwise. The AUMA believes its information to be accurate and reliable but cautions that there is always new technology and information concerning EVs, EV Charging Stations, and related systems. Accordingly, the AUMA is providing all information as general information only, with no express or implied warranty or representation as to its comprehensiveness or accuracy. It is not intended to be, nor shall it be used as, a substitute for specific advice from qualified professionals.
- 9.4. The Municipality will be responsible for managing the Project and selecting and hiring qualified Third-Party Providers. The Third-Party Providers will not be under the AUMA's care and control and accordingly, the AUMA is not, and shall not be, responsible in any way for any acts or omissions of the Third-Party Providers and the AUMA hereby disclaims any responsibility or liability in relation thereto.
- 9.5. Neither the AUMA, the MCCAC, nor any of their affiliates are or will be liable to the Municipality or to any other party for a Third-Party Provider's failure to perform, for failure of the EV Charging Station to function, for any damage to the Municipality's premises caused by the Third-Party Provider, or for any and all damages to property or injuries to persons caused by or arising from any activities associated with the EVCP.
- 9.6. The Municipality agrees that any agreements or arrangements between the Municipality and the Third-Party Provider, in relation to procurement, construction and/or installation of the Project or supplying product or completing Work on behalf of the Municipality, shall be at the Municipality's sole risk and the Municipality shall be solely responsible to pay all amounts owing to the Third-Party Provider in relation to the Project or otherwise.
- 9.7. The Municipality agrees that for a period of five years after the last rebate had been issued, the Municipality shall not sell, lease, or otherwise dispose of, directly or indirectly, any EV Charging Station(s) to any entity, without the prior written approval of MCCAC, which may be reasonably withheld. The Municipality may be required to reimburse the provincial and federal governments via MCCAC, for any funds received from MCCAC, if at any time within five years from the last rebate date, the Municipality sells, leases, or otherwise disposes of, directly or indirectly, any component of the EV Charging Station(s), purchased, acquired, constructed, in whole or in part, as a result of or in connection with the EVCP.
- 9.8. The Municipality agrees that the Project and all EV Charging Station(s) are and will be compliant with the Electrical Code Regulation, and any other municipal, provincial or federal laws or regulations, as amended from time to time.

- 9.9. The Municipality is responsible for ensuring all EV Charging Station installation sites have the appropriate electrical capacity for safe and long-term operation.

10. INDEMNIFICATION

- 10.1. The Municipality agrees to assume all responsibility and liability for the legal duty to consult with Aboriginal groups, and where appropriate, to accommodate Aboriginal groups' concerns. Further, the Municipality hereby indemnifies and holds harmless the AUMA from any and all claims, compensation, damages, injuries or costs (including legal fees on a solicitor and his own client basis), that may arise from Canada or any Aboriginal group if the legal duty to consult has not been met.

11. DEFAULT AND TERMINATION

- 11.1. The following events shall be considered an event of default of the Municipality (each a "Default"):
- a. a breach of any of the terms and conditions set out in this Agreement and failure to rectify such breach within 10 days from the date that the Municipality provides notice to the Municipality; and
 - b. a breach of any of the provisions contained in Schedule D to this Agreement and failure to rectify such breach within 10 days from the date that the Municipality or the Government of Canada provides notice to the Municipality (a "Federal Breach").
- 11.2. In addition to any other right of termination granted to AUMA in this Agreement, AUMA shall be permitted to terminate this agreement immediately on the occurrence of a Default or on the termination of the Federal Grant by Canada.
- 11.3. Notwithstanding the foregoing, if the Agreement is terminated as a result of a Federal Breach or as a result of the termination of the Federal Grant, AUMA may, at its option, elect to terminate this Agreement only in respect of the portions of this Agreement that pertain to the Federal Grant and continue to provide the that portion of the Final Contribution Payment that remains after removing the portion attributable to the Federal Grant, subject to the Municipality's compliance with the remainder of this Agreement. The Municipality shall be solely responsible for any portion of the expenses pertaining to the Project that have not been covered by the Final Contribution Payment or such portion of the Final Contribution Payment that is paid to the Municipality as a result of this section 11.3.
- 11.4. Notwithstanding the expiry or termination of this Agreement, the following clauses shall survive the expiration or termination of this Agreement for an additional (3) years:
- a. Article 9 (*Disclaimer of Liability*)

- b. Article 10 (*Indemnity*)
- c. Article 12 (*Retention of Records*)
- d. Schedule D (*Federal Obligations*)

12. RETENTION OF RECORDS

- 12.1. The Municipality will retain all books, records and supporting documents relating to the Project, including Eligible Expenditures, for three (3) years following the completion of the Project and will provide access to AUMA to such documents for auditing and program evaluation purposes.

13. GENERAL PROVISIONS

- 13.1. Notices. Any notice, demand or request required or permitted to be given hereunder shall be in writing and shall be deemed effective one (1) business day after having been emailed or faxed, or four (4) business days after having been mailed by prepaid, registered or certified mail, return receipt requested, to the following addresses:

AUMA:	c/o MCCAC	Municipality:	Town of Bon Accord
	<u>Alberta Municipal Place</u>		<u>Town Office</u>
	<u>300-8616 51 Ave</u>		<u>5025, 50th Avenue, Box 779</u>
	<u>Edmonton, AB, T6E 6E6</u>		<u>Bon Accord, AB T0A 0K0</u>
	<u>contact@mccac.ca</u>		<u>dallen@bonaccord.ca</u>

- 13.2. MCCAC Not A Separate Entity. For clarity, all references and entitlements to, and obligations of, the MCCAC herein are the entitlements and obligations of the AUMA, since the MCCAC is not a separate legal entity. However, the MCCAC is specifically referred to herein in light of its specific operational mandate and for clarity to the Municipality as to the point of contact.
- 13.3. Independent Contractors. It is expressly agreed between the parties hereto that the AUMA and the Municipality are contracting as separate entities and neither are agents or legal representatives of any other for any purpose whatsoever nor shall either one of them represent itself as having any power to any way bind or obligate the other party or to assume or create any expressed or implied obligation or responsibility on behalf of the other party.
- 13.4. Currency. All dollar amounts in this Agreement are expressed in Canadian funds.
- 13.5. Time of Essence. Time shall be of the essence of this Agreement.
- 13.6. Entire Agreement. This Agreement contains the entire understanding and agreement of the parties with respect to the subject matter contained herein and

supersedes all prior representations, understandings and agreements, written or oral.

- 13.7. Counterparts. This Agreement may be executed in counterparts and a facsimile or portable document format signature shall be deemed an original, and all counterparts shall be construed together as one Agreement.
- 13.8. Successors and Permitted Assigns. This Agreement shall not be assignable by the Municipality without the prior written consent of AUMA. This Agreement shall ensure to the benefit of, and shall be binding on and enforceable by AUMA and its respective successors and assigns.
- 13.9. Severability. Each provision of this Agreement is hereby declared to be separate, severable and distinct. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the remainder of this Agreement shall not be affected thereby and shall be applied and construed as if such invalid, illegal or unenforceable provision had been omitted unless such provision or provisions are so material that its or their invalidity, illegality or unenforceability would materially change the transactions contemplated hereby so as to make them unreasonable and contrary to the intentions of the parties.
- 13.10. Amendments and Waivers. No amendment or waiver of any provision of this Agreement shall be binding on either party unless consented to in writing by such party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver constitute a continuing waiver unless otherwise provided.
- 13.11. Governing Law. This Agreement shall be governed by the laws of the Province of Alberta and the laws of Canada applicable therein.

SCHEDULE “A”

ESTIMATED FUNDING CONTRIBUTION

Estimated Funding Contributions will be determined in accordance with the terms and conditions described in the EVCP Guidebook.

In Summary:

1. The AUMA agrees to pay a rebate amount (\$) in accordance with the rates defined in Tables A.1 and A.2 below.
2. All costs must be paid prior to reimbursement and the Municipality must satisfy the Project verification requirements set forth in Section 5 of the Agreement.
3. The total maximum EVCP funding available to be distributed to a single Municipality will not exceed TWO HUNDRED THOUSAND (\$200,000) for the EVCP's lifetime.
 - a. However, the MCCAC, at its sole unfettered discretion, reserves the right to adjust the maximum funding cap per Municipality in response to EVCP demand and changing market conditions (vehicle costs, equipment costs, etc.).

Table A.1: EVCP Rebate Structure

Charger Type	Technology Conditions	Rebate
Networked Level 2 connectors 3.3 kW to 19.2 kW	Any commercially available and network-capable EV charging station 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 100% of total costs, to a maximum of \$10,000 per connector*
Networked Level 3 Fast Charger 20 kW to 49 kW	Any commercially available and network-capable EV charging station certified for use in Canada. The fast charger must include one or more of the following charging connector types: Combined Charging System (CCS), CHAdeMO, or be a proprietary** connector type rated for a minimum of 20 kW power output.	Up to 100% of total costs, to a maximum of \$30,000 per fast charger
Networked Level 3 Fast Charger 50 kW to 99 kW	Any commercially available and network-capable EV charging station certified for use in Canada. The fast charger must include one or more of the following charging connector types: Combined Charging System (CCS), CHAdeMO, or be a proprietary** connector type rated for a minimum of 50 kW power output.	Up to 100% of total costs, to a maximum of \$100,000 per fast charger
Networked Level 3 Fast Charger 100 kW and above	Any commercially available and network-capable EV charging station certified for use in Canada. The fast charger must include one or more of the following charging connector types: Combined Charging System (CCS), CHAdeMO, or be a proprietary** connector type rated for a minimum of 100 kW power output.	Up to 100% of total costs to a maximum of \$150,000 per fast charger

* To qualify for Level 2 rebate 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, CCS and CHAdeMO) of the same category (i.e. level 2 or fast charger).

Table A.2: Estimated Funding Contribution

This Table A.2 outlines the Estimated Funding Contribution based on information provided in the EVCP Application. The Final Funding Contribution will be determined in accordance with information provided in the Project Completion Statement Schedule “C”.

Project Summary	Number of Units	Estimated Cost	Rebate Value
Networked Level 2 connectors 3.3 kW to 19.2 kW	6	\$47,043.00	\$47,043.00
Networked Level 3 Fast Charger 20 kW to 49 kW			
Networked Level 3 Fast Charger 50 kW to 99 kW	1	\$93,666.00	\$93,666.00
Networked Level 3 Fast Charger 100 kW and above			
Total Estimated Funding Contribution (\$)			\$140,709.00

Municipality Summary	
Municipality Name	Town of Bon Accord
Funding Received to Date (\$) <small>[Maximum \$200,000 per Municipality]</small>	\$0.00
Funding Cap Reached? (Yes/No)	No

The Estimated Funding Contribution outlined in Table A.2 is based on the information provided by the Municipality in the EVCP Application. The actual Final Funding Contribution is subject to change and will be determined in accordance with information provided in the Project Completion Statement and the project verification items outlined in Section 4.

SCHEDULE “B”
EVCP APPLICATION

As per the attached.



Electric Vehicle Charging Program (EVCP) Application Form

INSTRUCTIONS

This application form outlines the required details to participate in the Electric Vehicle Charging Program (EVCP) as delivered by the Municipal Climate Change Action Centre (Action Centre, or MCCAC). The EVCP provides rebates to municipalities for the installation of electric vehicle charging stations in public places, on-street locations, municipal workplaces, and for municipal fleets. Please complete each portion of this form for all electric vehicle charging stations included in the project. Applications must be submitted to contact@mccac.ca along with all required attachments as indicated below. We encourage as much detail as possible. This application form allows for up to ten (10) EV charging station entries. Additional entries can be submitted through an additional application form as needed.

Please note, retroactive funding is not available through the EVCP. Municipalities must not initiate work, sign any contracts, or begin construction until their applications have been approved in writing and funding agreements have been duly signed. If you have any questions, please email contact@mccac.ca or your designated Action Centre representative.

GENERAL INFORMATION:

Municipality:	<u>Bon Accord</u>	Type:	<u>Town</u>
Contact Name:	<u>Dianne Allen</u>	Contact Title:	<u>Manager, Planning & Economic Development</u>
Contact Phone:	<u>780.921.3550</u>	Contact Email:	<u>dallen@bonaccord.ac</u>

In Table 1, please describe your intended project including the following:

- A project description including the motivation for pursuing the project and how the project will support the community and/or municipal fleet
- A description of the intended installation locations throughout the community and number of stations
- Confirmation that the preferred install site will not be impacted by, or is free of subsurface utilities such as water, gas, irrigation, or telecommunication lines
- The municipality's approach to ensuring stations are visible, have appropriate lighting, and are accessible 24/7, 365 days per year (if available to the public)
- Confirmation that each connector includes a dedicated EV-only parking spot with appropriate signage
- Any pay-for-use configurations and intended rate (if available to the public and as applicable)

Table 1: Project Details

A project description including the motivation for pursuing the project and how the project will support the community and/or municipal fleet.

Potentially the Town would like to incorporate charging stations located at the arena and Town Office, both on Municipal owned land. The Town of Bon Accord is located on Highway 28 which is easy access for anyone needing a top up charge or take a break from one destination to the another. The economic impact to the community would increase development and potential investors that see a progressive community moving forward with green initiatives. With the Towns current solar farm in operation and Bon Accords Dark Sky Designation, the logical next step is to provide a green service encouraging more electric vehicles in the future, extending towards the municipal fleet. We are progressive Town looking towards and wanting to be a part of this ever-changing landscape!



A description of the intended installation locations throughout the community and the number of stations.

The locations selected are accessible to the public, safe and most frequented by the public. The arena is host to numerous hockey games and practices, along with additional activities throughout the summer. The Town Office is centrally located and is the business centre for residents and visitors to access information.

Confirmation that the preferred install site will not be impacted by, or is free of subsurface utilities such as water, gas, irrigation or telecommunication lines.

The sites selected will not be encumbered or impacted by utilities.

The municipalities approach to ensuring stations are visible, have appropriate lighting and are accessible 24/7.

Both sites selected on municipal property have ample lighting and are very visible and accessible to the public. There are no barriers, such as a locked perimeter that would inhibit usage of the charging stations. Both of these sites are considered safe and inviting for the public.

Confirmation that each connector includes a dedicated EV – only parking spot with appropriate signage.

The intent of selecting the arena and Town site was based on availability and adequate parking. Both sites will have dedicated parking stalls for each charger, inclusive of signage.

Any pay for use configurations and intended rate (if available to the public and as applicable).

There will only be one dedicated Level 3 charger located at the arena for a pay-for-use for public to access at any time.



In Table 2, please add details for each EV charging station. You can find the technical details on each EV charging station from the specification sheet provided by the manufacturer or contractor. Note, to be eligible for funding, **all stations must be networked EV chargers.**

Table 2: Electric Vehicle Charging Station Details

#	Installation Location Name	Installation Location Address	Charger Brand and Model	Charge Level and Number of Connectors	Charger Plug Type	Charging Voltage (V)	Power Output (kW)	Intended Use	Pay-for-Use
1	Bon Accord Town Office	5025 50 Ave, Bon Accord, AB T0A 0K0	SIEMENS 8EM1312-5CF18-0FA3	Level 2-1 connector	SAE J1772	208v	Single Phase 11.5kW	Public	No
2	Bon Accord Town Office	5025 50 Ave, Bon Accord, AB T0A 0K0	SIEMENS 8EM1312-5CF18-0FA3	Level 2-1 connector	SAE J1772	208v	Single Phase 11.5kW	Public	No
3	Bon Accord Town Office	5025 50 Ave, Bon Accord, AB T0A 0K0	SIEMENS 8EM1312-5CF18-0FA3	Level 2-1 connector	SAE J1772	208v	Single Phase 11.5kW	Public	No
4	Bon Accord Town Office	4812 52 St, Bon Accord, AB T0A 0K0	SIEMENS 8EM1312-5CF18-0FA3	Level 2-1 connector	SAE J1772	208v	Single Phase 11.5kW	Public	No
5	Bon Accord Town Office	4812 52 St, Bon Accord, AB T0A 0K0	SIEMENS 8EM1312-5CF18-0FA3	Level 2-1 connector	SAE J1772	208v	Single Phase 11.5kW	Public	No
6	Bon Accord Town Office	4812 52 St, Bon Accord, AB T0A 0K0	SIEMENS 8EM1312-5CF18-0FA3	Level 2-1 connector	SAE J1772	208v	Single Phase 11.5kW	Public	No
7	Bon Accord Town Office	4812 52 St, Bon Accord, AB T0A 0K0	Tritium RTM-50 50KW	Level 3-2 connector	CCS & CHAdeMO	50-500V DC	50kW	Public	Yes
8	Enter text.	Enter text.	Enter text.	Choose Charge Level	Choose Plug Type	Enter text.	Enter text.	Public or Private	Yes or No
9	Enter text.	Enter text.	Enter text.	Choose Charge Level	Choose Plug Type	Enter text.	Enter text.	Public or Private	Yes or No



10	Enter text.	Enter text.	Enter text.	Choose Charge Level	Choose Plug Type	Enter text.	Enter text.	Public or Private	Yes or No
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In Table 3, please include the expected pre-GST costs in each category for each corresponding EV charging station listed in Table 2. Each cost included should be supported by itemized quotes submitted as attachments to this application. To be eligible for a rebate, municipalities must provide a final invoice and proof of payment for each item listed in Table 3 along with all other required project completion documents as outlined in the EVCP Guidebook. The MCCAC recommends evaluating two or more quotes from equipment providers and electrical contractors.

Table 3: Electric Vehicle Charging Station Cost Details

#	Charging Station and Equipment Quote (\$)	Install and Construction Quote (\$)	Engineering and Design Costs (\$)	Permitting and Inspection Costs (\$)	Signage Costs (\$)	Total Cost Per EV Charging Station (\$)
1	\$3,277.00	\$2,360.00	\$1,200.00	\$404.00	\$490.00	\$7,731.00
2	\$3,277.00	\$2,360.00	\$1,200.00	\$404.00	\$490.00	\$7,731.00
3	\$3,277.00	\$2,360.00	\$1,200.00	\$404.00	\$490.00	\$7,731.00
4	\$3,358.00	\$2,360.00	\$1,200.00	\$404.00	\$490.00	\$7,812.00
5	\$3,358.00	\$2,360.00	\$1,200.00	\$404.00	\$490.00	\$7,812.00
6	\$3,358.00	\$2,360.00	\$1,200.00	\$404.00	\$490.00	\$7,812.00
7	\$68,478.00	\$15,718.00	\$5,880.00	\$1,980.00	\$1,610.00	\$93,667.00
8	Enter text.	Enter text.	Enter text.	Enter text.	Enter text.	Enter text.
9	Enter text.	Enter text.	Enter text.	Enter text.	Enter text.	Enter text.



The Action Centre must be **immediately** notified of any deviation(s) from this application form. A duly executed amendment to the Funding Agreement could be required depending on the degree of change to the project scope, completion date, or other project aspects.

Equipment operation commitment: The undersigned municipality acknowledges the responsibility as the station owner to provide power, maintain equipment, and ensure each EV charging station remains operational and connected to a network. The undersigned municipality agrees that for five years after receiving an EVCP rebate, the incentivized equipment and products will not be sold, leased, or otherwise disposed of, directly or indirectly, to any entity, without the prior written approval of MCCAC, which may be reasonably withheld.

Data sharing agreement: The undersigned municipality agrees to grant the MCCAC permission to access data on the EVCP-funded EV charging station use including access to any online portal for monitoring system use and performance, as available and upon request.

Expected project start date: 2022-03-15

Expected project completion date: 2022-12-15

Please include the following documentation as an attachment to the EVCP application, as applicable:

- ☒ A copy of all itemized quotes for costs included in Table 3, including quotes for the EV charging station equipment and installation. A detailed scope of work description is required for engineering and design costs.
- ☒ A copy of all specification sheets (or brochures with technical information) for all EV charging station equipment.
- ☒ Proof of land ownership for the charging station installation site(s).
- ☒ A photo of the EV charging station install location(s).

The municipality identified below represents and warrants that all information contained in this EVCP application is true and correct.
Dated this 18 day of February, 2022.

Town of Bon Accord

Per:

Name: Dianne Allen

Title: Manager, Planning and Economic
Development

Per:

Name: Enter text.

Title: Enter text.

Town of Bon Accord
5025 50th Ave, Bon Accord, AB, T0A 0K0
Attn: Dianne Allen - Manager, Planning & Development
dallen@bonaccord.ca
780-921-3550
February 15, 2022

Re: Municipal EV Charger Program Proposal for Services

Dear Dianne Allen,

Thank you for your request for a proposal for EV chargers for the Town of Bon Accord. The following proposal is based on our site visit on February 11th as well as a review of the program requirements.

After reviewing the Town's needs, available infrastructure and desired charger locations, we have included the following EV chargers in our proposal.

Town of Bon Accord Town Office 5025 50 Ave, Bon Accord, AB, T0A 0K0

The Town office is to include three (3) Level 2 SIEMENS 8EM1312-5CF18-0FA3 EV chargers. Dandelion will complete the full scope of work including engineering, permitting, procurement and installation of the chargers at this location.

Bon Accord Arena 4812 52 St, Bon Accord, AB T0A 0K0

The Bon Accord Arena will include one (1) Level 3 Tritium RTM-50 50kW EV Charger as well as three (3) Level 2 SIEMENS 8EM1312-5CF18-0FA3 EV chargers. Dandelion will complete the full scope of work including engineering, permitting, procurement and installation of the chargers at this location.

BON ACCORD ARENA

The tables below include a breakdown for the cost of each charger at the Arena location.

Table 1:

Level 2 SIEMENS 8EM1312-5CF18-0FA3	\$ 1,248
AC Wiring	\$ 1,102
Overcurrent/Disconnects	\$ 126
Communication	\$ 280
Building Materials	\$ 602
Equipment Rent and Mobilization	\$ 138.00
Travel & Labor	\$ 2,360
Engineering	\$ 1,200
Permitting	\$ 404
Signs	\$ 490
Total per charger	\$ 7,812

Table 2:

Level 3 Tritium RTM-50 50kW	\$ 47,972
Credit Card and Network Setup	\$ 2,688
Load Transformers	\$ 7,000
AC Wiring	\$ 2,566
Overcurrent/Disconnects	\$ 2,800
Communication	\$ 443
Building Materials	\$ 3,189
Equipment Rent and Mobilization	\$ 1,820
Travel & Labor	\$ 15,718
Engineering	\$ 5,880
Permitting	\$ 1,980
Signs	\$ 1,610
Total	\$ 93,667

TOWN OF BON ACCORD TOWN OFFICE

The tables below include a breakdown for the cost of each charger at the Town Office location.

Table 3:

Level 2 SIEMENS 8EM1312-5CF18-0FA3	\$ 1,248
AC Wiring	\$ 643
Overcurrent/Disconnects	\$ 126
Communication	\$ 280
Building Materials	\$ 980
Travel & Labor	\$ 2360
Engineering	\$ 1,200
Permitting	\$ 404
Signs	\$ 490
Total per Charger	\$ 7,731

The overall project proposal includes six (6) Level 2 SIEMENS 8EM1312-5CF18-0FA3 chargers and one (1) Level 3 Tritium RTM-50 50kW EV Charger.

The total proposed cost for the chargers at the Arena is \$117,103.00.00 + GST.

The total proposed cost for the Town Office is \$23,193.00 + GST.

Total Project Value;
Subtotal: \$140,296.00
GST: \$7,014.80
Total: **\$147,310.80**

Warranty Information

The supplied equipment will have the following warranties:

Level 3 Tritium RTM-50 50kW – Two-year manufacturer's warranty

Level 2 SIEMENS 8EM1312-5CF18-0FA3 = Three-year manufacturer's warranty

Dandelion Renewables offers a 3-year workmanship warranty.

Optional Additions

- Additional 3-year warranty on the Level 3 Tritium RTM-50 50kW is available at for a cost of \$2,364
- Dandelion Renewables can provide Annual Operations & Maintenance for all installed EV Chargers at an annual cost of \$ 1,500.00.

Upon acceptance of the proposal, Dandelion Renewables will also provide assistance in the completion of the EVCP Application Form.

Additional Information & Considerations

- An annual subscription is required for the Level 3 Tritium RTM-50 50kW. This subscription is available through EV Charge at a rate of \$225/year. Additional charges may apply
- Additional fees will apply for charger fees paid by credit card
- Monthly electricity charges will increase to cover the power consumed by the EV chargers
- Peak demand charges may increase depending on the usage of the Level 3 charger and based on the existing facility loads profile

Dandelion Renewables

8539 Coronet Rd,
Edmonton, Alberta
T6E 4N7

Thank you in advance for considering our proposal. Dandelion Renewables can complete all aspects of the proposed project within the budget provided and allowed for under the Electric Vehicle Charging Program.

Upon acceptance of this proposal, Dandelion Renewables will provide any assistance required in the completion of the EVCP Application Form

Please kindly confirm the receipt of this proposal and do not hesitate to contact me with any questions.

This quote is valid for 30 days.

Warm Regards,

Mikhail Ivanchikov

President

C: 780-566-6058

E: mi@dandelionrenewables.com



Next Generation DC Fast Charger

- + Slim, compact, stylish
- + Modular design
- + Available in 50kW & 75kW
- + Liquid cooled & IP65 rated
- + 3rd party certified
- + Latest safety standards
- + Durable, low maintenance
- + Increased reliability
- + Brandable exterior
- + Whisper quiet operation mode
- + Eichrecht DE-M DC Meter Compatible

RTM 50kW/75kW Specifications

INNOVATING YOUR FUTURE



EDITIONS AVAILABLE

FEATURE	GOOD	BETTER	BEST
50kW VARIANT	✓	✓	✓
75kW VARIANT	✓	✓	✓
3RD PARTY UL CERTIFIED	✓	✓	✓
3RD PARTY CE CERTIFIED	✓	✓	✓
FIELD REPLACEABLE UNITS (FRU) SINGLE PERSON LIFT MODULES	✓	✓	✓
RFID READER	✓	✓	INCLUDED IN CCR
DIGITAL LCD SCREEN	✓	✓	✓
CABLE LENGTH	3m (9ft 10")	6m (19ft 8")	6m (19ft 8")
CABLE MANAGEMENT		✓	✓
"PAY AS YOU GROW" UPGRADEABLE		✓ 50kW → 75kW	✓ 50kW → 75kW
CHARGE STATE INDICATOR LIGHTS			✓
SENSOR PACKAGE (TILT, DOOR INGRESS)	OPTIONAL - TRIPS MCB	✓ TRIPS MCB	✓ TRIPS CONTACTOR
SIMULTANEOUS CHARGING (A & B)	OPTIONAL	✓	✓
CREDIT CARD READER WITH RFID SUPPORT (CHARGER INTEGRATED)	OPTIONAL	OPTIONAL	✓
CUSTOMER BRANDED VINYLs	OPTIONAL	OPTIONAL	✓
[DE-M] DC METER (EICHRECHT)	OPTIONAL [*]	OPTIONAL [*]	OPTIONAL [*]
EMC EMISSIONS CERTIFICATION	CLASS A / CLASS B [†]	CLASS A / CLASS B [†]	CLASS A / CLASS B [†]
CONNECTIONS TYPE (SHORT CIRCUIT CURRENT RATING)	MINIATURE CIRCUIT BREAKER 37.5kA	MINIATURE CIRCUIT BREAKER 37.5kA	FUSE DISCONNECT 100kA
STANDARD WARRANTY	2 YEARS	2 YEARS	2 YEARS
WARRANTY EXTENSIONS AVAILABLE	+1YR / +2 YR / +3 YR	+1YR / +2 YR / +3 YR	+1YR / +2 YR / +3 YR

* Pending certification completion

† Class B coming in 2022



COMMON SPECIFICATIONS

SUPPLY INPUT	3Ø AC see overleaf for regional details
OUTPUT VOLTAGE	CCS: 150-920V DC CHADEMO: 50-500V DC
IP RATING	IP65 (NEMA 3R)
IK RATING	IK10 (Including HMI)
EFFICIENCY	95%
POWER FACTOR	>0.99
TOTAL HARMONIC DISTORTION	<5%
MAXIMUM OPERATING ALTITUDE	GOOD: 2000m (6561ft) BETTER, BEST: 3000m (9842ft)
ACOUSTIC NOISE	Variable under load: < 65dB @ 1m max.
OPERATING TEMPERATURE	50kW: -35°C to +50°C (-31°F to +122°F) full power with no de-rating 75kW: -35°C to +50°C (-31°F to +122°F) de-rating applies above +40°C
STORAGE TEMPERATURE	-35°C to +70°C (-31°F to +158°F)
COMMUNICATION PROTOCOL	OCPP v1.6J
NETWORK CONNECTION	3G/4G/Ethernet for network
AUTHENTICATION METHOD	RFID: MI-FARE ISO/IEC14443A/B, ISO/IEC15693, ISO/IEC18000-3, FeliCa, NFC
CREDIT CARD READER	Optional contactless or 3-in-1 (if available, region dependent), field upgradeable
ELECTRICAL PROTECTION	GOOD: Over current, Over voltage, Under voltage, Short circuit. BETTER, BEST: Over current, Over voltage, Under voltage, Short circuit, Surge protection, Protective earth continuity monitor.
ENCLOSURE CONSTRUCTION	Aluminium double skin
DIMENSIONS	1998 x 850 x 309 mm (79" x 34" x 12")
WEIGHT	Up to 294kg with cable management (649lbs)
SHIPPING WEIGHT	Up to 380kg depending on configuration (822lbs)
ACCESSIBILITY	Height requirements: US ADA, EN 301 549, and DIN 18040
SAFETY COMPLIANCE*	WORLDWIDE: CE USA, CANADA: cTUVus, NRTL Certified to UL 2202 AND CSA C22.2 No. 107.1

*Pending certification completion

AC GRID INTERFACE

ITEM	WORLDWIDE: (400VAC / 415VAC)		USA: (480VAC)	
POWER LEVEL	50kW	75kW	50kW	75kW
VOLTAGE	400VAC 3ph (no neutral) +/-10%		480VAC 3ph (no neutral) +/-10%	
FREQUENCY	50Hz +/- 10%		60Hz +/- 10%	
NOMINAL CURRENT AT NOMINAL VOLTAGE LEVEL	76A	114A	63A	95A
MAXIMUM CURRENT AT LOW LINE LEVEL (NOMINAL VOLTAGE - 10%) AND PF>0.99	84A	114A	70A	105A
OVER CURRENT PROTECTION DEVICE REQUIRED (OCPD) IN SITE DISTRIBUTION BOARD	100A breaker recommended (Required for supply cable protection)	125A breaker recommended (Required for supply cable protection)	80A breaker recommended (Required for supply cable protection)	125A breaker recommended (Required for supply cable protection)
FAULT CURRENT LIMITING FUSES IN SITE DISTRIBUTION BOARD	Current limiting fuses or a UL/CE certified current limiting circuit breaker MUST be installed if available fault current exceeds (by model): GOOD / BETTER: 37.5kA BEST: 100kA			
RESIDUAL CURRENT MONITORING IN SITE DISTRIBUTION BOARD (OPTIONAL)	If local regulation requires a residual current monitoring device, it must feature adjustable time delay and adjustable threshold.			
UNDER-VOLTAGE RELAY/SHUNT TRIP RELAY IN SITE DISTRIBUTION BOARD (OPTIONAL)	<p>The RTM range includes options for circuitry to locally isolate the charger's power circuit if the safety loop monitor connected the door switches, tilt sensor, leak sensor or protective earth continuity monitor is triggered.</p> <p>Additionally, the charger can also include options to allow upstream isolations in the event of a safety loop trigger event by including an under-voltage relay coil or shunt trip module on the feeder circuit breaker in the site distribution board.</p> <p>Tritium chargers should only be installed by a licensed contractor and a licensed electrician, in accordance with all local and national codes and standards. This may include additional, lockable disconnect mechanisms within line of sight of the supplied equipment.</p>			
REFERENCE CALCULATION OF BURIED CABLE SIZE FOR AC SUPPLY	Single cores in buried duct:		Single cores in buried duct:	
(LENGTH OF AC CABLES AND SYSTEM EFFICIENCY SHOULD BE CONSIDERED WHEN SIZING CABLES)	25mm2 Cu for L1,2,3	50mm2 Cu for L1,2,3	6AWG Cu for L1,2,3	3AWG Cu for L1,2,3
	16mm2 Cu for PE	25mm2 Cu for PE	8AWG Cu for PE	4AWG Cu for PE
	Multicore cable in buried duct:		Multicore cable in buried duct:	
	25mm2 Cu	50mm2 Cu	4AWG Cu	2AWG Cu
	Multicore cable direct buried:			
	25mm2 Cu	35mm2 Cu		
AC SUPPLY MAXIMUM CABLE SIZE	Cable sizes must be calculated on a per site basis as length, burial/conduit method, insulation rating, soil type will all affect correct sizing.			

CABLE SPECIFICATIONS

POWER	GOOD	BETTER/BEST
50kW Variant	Length: 3m (9ft 10") CHAdEMO 125A CCSI 150A / CCS2 150A	Length: 6m (19ft 8") with cable management CHAdEMO 125A CCSI 200A / CCS2 200A
75kW Variant	Length: 3m (9ft 10") CHAdEMO 125A CCSI 200A / CCS2 200A	Length: 6m (19ft 8") with cable management CHAdEMO 125A CCSI 200A / CCS2 200A

A U S T R A L I A • U S A • E U R O P E

tritiumcharging.com • enquiries@tritium.com.au

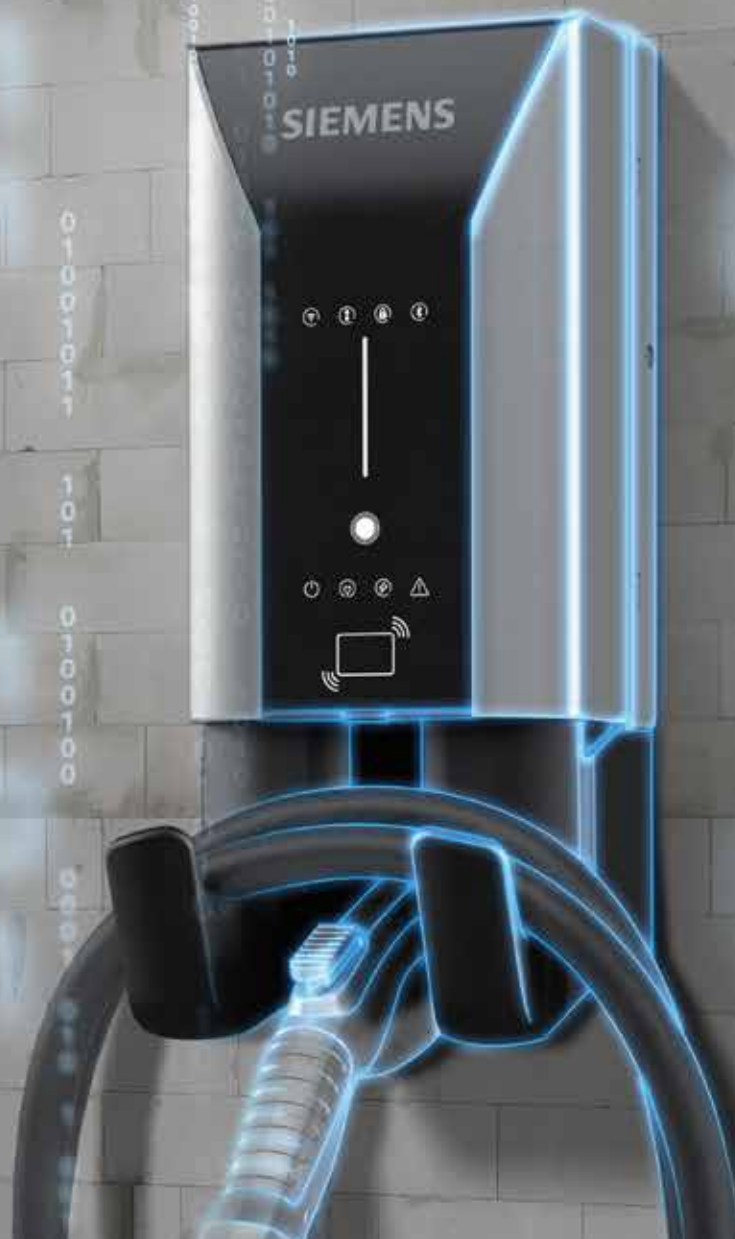
Worldwide: Murarrie, QLD, Australia

USA: Torrance, CA, United States

Europe: CA, Amsterdam, Netherlands

SIEMENS

Ingenuity for life



Charging on with
cutting edge technology

VersiCharge AC series

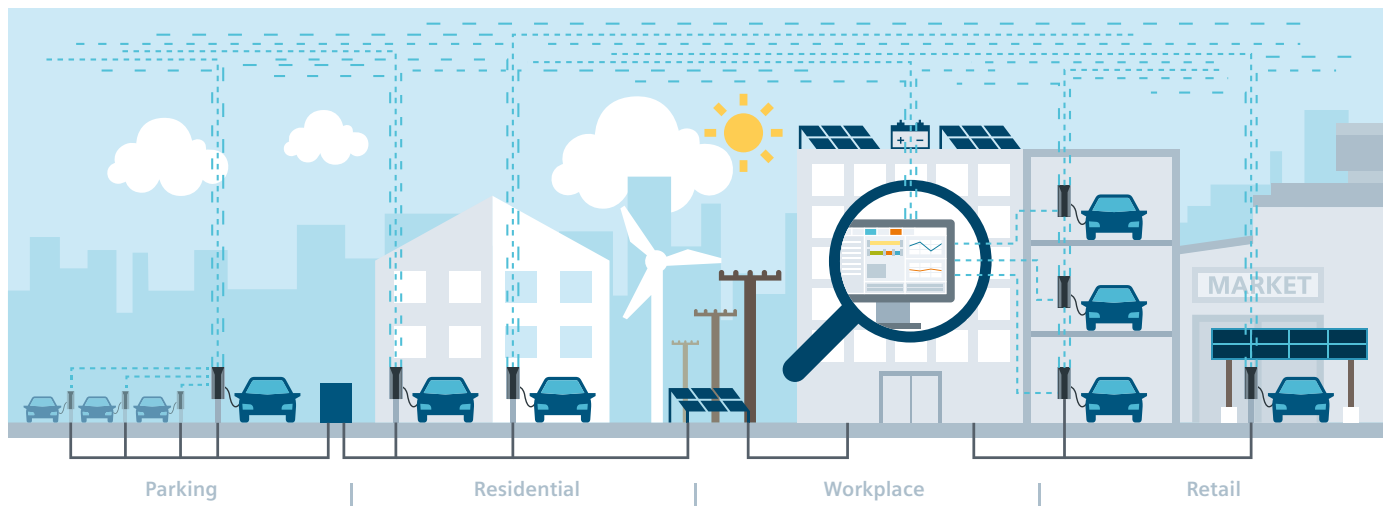
siemens.ca/versicharge

Powerful, versatile, cost-efficient

The VersiCharge AC series

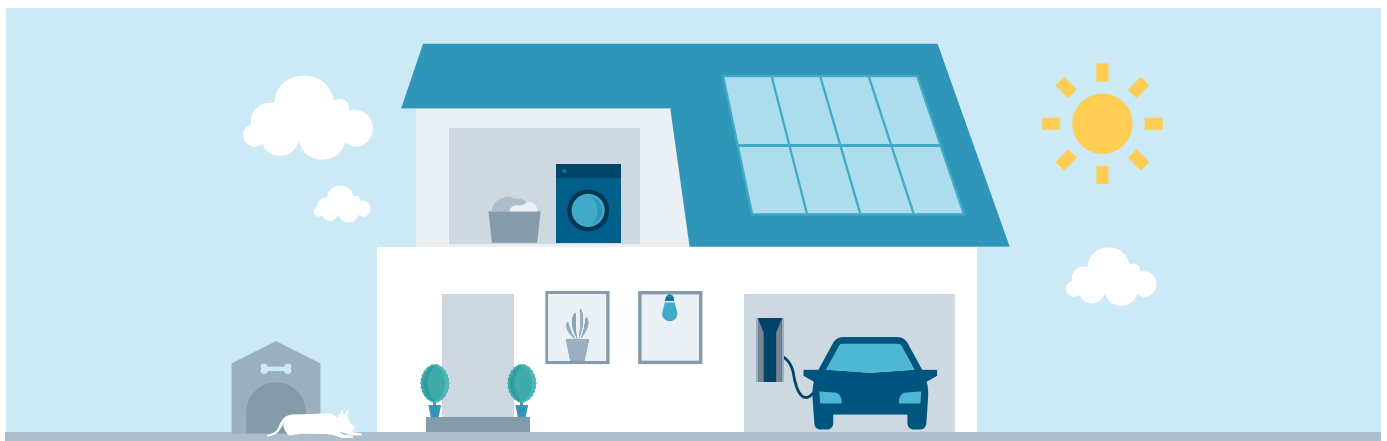
Siemens VersiCharge chargers have stood for superior quality, ruggedness, and proven technology for more than a decade and have reliably provided millions of charges to EV (electric vehicle) drivers worldwide. The new third generation VersiCharge AC charger is continuing this tradition with numerous groundbreaking enhancements, a fresh and appealing design, and up to 11.5 kW of AC (alternating current) charging power. Providing various communication options, including the option to establish a parent-child configuration.

The VersiCharge AC charger can be connected to the customer's preferred back-end system making it scalable and cost-efficient. It also offers revenue-accurate metering and can interact with building management system, such as Siemens Designo for dynamic load management that smartly adjusts as building energy demand changes. The rugged and slender VersiCharge AC charger is suitable for both indoor and outdoor use and can either be mounted on a wall or supplementary post.



The ideal solution for any application

Uniquely tailored for both commercial and home charging, VersiCharge AC charger comes with an easy-to-use mobile application and can charge any standard EV with just a tap of a button from your phone. VersiCharge AC home charger is energy star certified, and offers you cutting edge technology with the most affordable pricing.



VersiCharge AC Series – Technical data

Features and functions									
Charging mode			Level 2						
Vehicle connection			J1772 plug with 20 ft cable, 40/48 A / integrated cable management						
AC power output			Single phase up to 9.6 kW (40 A) or 11.5 kW (48 A)						
Mounting options			Wall and post mounting, see accessories						
Touch Button			Time delay, return to max power level, reset ground fault						
Charging status LEDs			Power, Cold start, time delay, charging state, reduced power level, authentication						
Communication status LEDs			Connected / not connected during operation, signal strength during commissioning						
Parent / child			Connect up to 10 child units by Wi-Fi (200 ft line of sight) and 24 child units by serial Modbus RS485. Each unit is provided with one Ethernet port.						
Load management			via OCPP or via Modbus						
Communication									
Interfaces			Ethernet, Wi-Fi, Modbus RS-485, Modbus TCP/IP, for parent units additionally LTE, WCDMA						
User authentication			RFID (local Whitelist, MiFare), ready for plug-and-charge acc. to ISO 15118 (upgradeable OTA)						
Configuration			via Siemens mobile app						
Back-end protocol			OCPP 1.6, upgrade-able to OCPP 2.0						
Software upgrade			over the air (OTA)						
Electrical design									
Power supply voltage			Single phase: 208 V / 240 V AC, 60 Hz						
Rated current settings (A)			12, 16, 24, 32, 40, 48						
Cross wire section			Single phase: 8 Awg / 6 Awg (75C rated wire)						
Network type			Single phase / split phase						
Energy metering			revenue accurate, ANSI C12.20 compliant metering						
Ground fault protection			20 mA						
DC residual current monitoring			Not applicable						
Over voltage protection			Under voltage: 167 V (min. 80 V) / over voltage: 267 V (max. 275 V)						
Over current protection			Current +10% above configured threshold, min. +2A, 5 seconds						
Operating altitude			9,840 ft						
General design									
Environmental rating			Indoor and Outdoor, NEMA 4, IK 10						
Dimensions (HxWxD)			40.9 x 18.1 x 9.6 (cm) / 16.10 x 7.09 x 3.78 (in)						
Weight			7.7 (kg) / 17 (lbs)						
Ambient conditions			Operating temperature: -35°C to 50°C (-31°F to 122°F), Storage Temp.: -40°C to 60°C (-40°F to 140°F), 98% non condensing						
Colours			Silver Metallic (Pantone 10077), Black holster						
Certificates and standards									
cUL listed			according to UL 1998, UL 991, UL2594/CSA C22.2 No.280/NMX-J-677-ANCE, UL 2231-1/CSA C22.2 No.281.1/NMX-J-668-1, UL 2231-2/CSA C22.2 No.281.2/NMX-J-668/2-ANCE, UL 2251/CSA C22.2 No.282/NMX-J-678-ANCE						
EMC			FCC Part 15.247, FCC Part 15B, FCC Part 15C						
		Max. current	Model number	HW ready for ISO 15118	Wi-Fi and Ethernet	Modbus RTU / TCP	RFID identification	Revenue grade metering	LTE WCDMA
Residential versions	Basic	40 A	8EM1312-4AF10-0AA3	–	–	–	–	–	–
		48 A	8EM1312-5AF10-0AA3	–	–	–	–	–	–
	High End	40 A	8EM1312-4CF18-0FA3	✓	✓	–	–	✓	–
		48 A	8EM1312-5CF18-0FA3	✓	✓	–	–	✓	–
Commercial versions	Child	40 A	8EM1310-4CF14-0GA0	✓	✓	✓	✓	✓	–
		48 A	8EM1310-5CF14-0GA0	✓	✓	✓	✓	✓	–
	Parent	40 A	8EM1310-4CF14-1GA1	✓	✓	✓	✓	✓	✓
		48 A	8EM1310-5CF14-1GA1	✓	✓	✓	✓	✓	✓

From: [Operations Dandelion](#)
To: [Dianne Allen](#); [Calvin Lechelt](#)
Cc: [Mikhail Ivanchikov](#); [Dhanvir Singh](#)
Subject: Re: Bon Accord EVCP Application / Information Requested/ Additional Arena Picture
Date: March 3, 2022 12:44:20 PM
Attachments:

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Good afternoon Calvin & Dianne,

Good catch on the charger totals. The \$138 was missed and the total should be \$7950.

Engineering & Design includes drafting and electrical design, Single line diagrams, site plan, structural drawings, Charger and network programming, commissioning and installation support. I placed all engineering and design in one line item to align with the application. If you need more detail please let me know.

Thank you,



On Thu, Mar 3, 2022 at 11:47 AM Mikhail Ivanchikov <mi@dandelionrenewables.com> wrote:
Can you please reply to Calvin and Dianne?

----- Forwarded message -----

From: **Calvin Lechelt** <>
Date: Thu, Mar 3, 2022 at 11:32 AM
Subject: RE: Bon Accord EVCP Application / Information Requested/ Additional Arena Picture
To: Dianne Allen <dallen@bonaccord.ca>
Cc: Dhanvir Singh <Dhanvir@abmunis.ca>, Mikhail Ivanchikov <mi@dandelionrenewables.com>

Hi Dianne,

This is great, thank you for your prompt response. We have updated our review and only have two follow-up questions.

A more detailed description of work for the engineering costs from Dandelion Renewables is outstanding as the proposal includes it as a cost but does not detail the components of that work. I have copied Mikhail as he can help provide this detail.

- We noticed the level 2 stations for the arena include an equipment rental and mobilization cost of \$138.00 per station. This is an eligible install expense but it does not seem to be included in the total cost per station and could be due to a sum error. Please confirm the total cost per level 2 station at the arena should be **\$7,950.00**. After we receive confirmation, we can make this change on our end and include a note on the application to save you the trouble of resubmitting.

Thank you!

Calvin Lechelt | Program Lead - Energy Efficiency, Municipal Climate Change Action Centre, Sustainability Services

Alberta Municipalities

D: 780.409.7450 | C: 780.999.2815 | E: Calvin@abmunis.ca
Alberta Municipal Place | 300, 8616 51 Ave NW Edmonton, AB T6E 6E6
Toll-Free: 310-MUNI | 877-421-6644 | www.abmunis.ca



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From: Dianne Allen <dallen@bonaccord.ca>
Sent: March 3, 2022 9:36 AM
To: Calvin Lechelt <Calvin@abmunis.ca>
Cc: Dhanvir Singh <Dhanvir@abmunis.ca>
Subject: Bon Accord EVCP Application / Information Requested/ Additional Arena Picture

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Hello Calvin,

Am enclosing and additional image of the front of the arena.

Thanks,

DIANNE ALLEN

Manager, Planning & Development

Box 779
5025-50th Ave
Bon Accord, AB T0A 0K0

Phone: 780-921-3550

www.bonaccord.ca



From: Dianne Allen
Sent: March 2, 2022 6:31 PM
To: Calvin Lechelt <Calvin@abmunis.ca>
Cc: Dhanvir Singh <Dhanvir@abmunis.ca>
Subject: Bon Accord EVCP Application / Information Requested

Hello Calvin,

Thanks for getting in touch.

Have answered questions in red text below.

Let me know if require further information.

Thanks!

DIANNE ALLEN

Manager, Planning & Development

Box 779
5025-50th Ave
Bon Accord, AB T0A 0K0

Phone: 780-921-3550

www.bonaccord.ca



From: Calvin Lechelt <Calvin@abmunis.ca>
Sent: March 2, 2022 10:56 AM
To: Dianne Allen <dallen@bonaccord.ca>
Cc: Dhanvir Singh <Dhanvir@abmunis.ca>
Subject: RE: Bon Accord EVCP Application

Hi Dianne,

Thank you for submitting this application package. We have several questions for you before we can complete our review and move on to the next steps. See below. Questions 4 and 5 can be forwarded to your contractor.

1. Table 2 of the application states the installation location name as the Bon Accord Town Office for all sites while there are two different addresses. I believe this is a typo as it seems three level 2 stations are intended for the Town Office and the remaining three level 2 stations and the single level 3 are intended for the Bon Accord Arena. Can you confirm? **Yes, you are correct.**
2. Can you provide the intended pay-for-use rate for the level 3 charging station at the Bon Accord Arena? A range or more details on your approach may be acceptable if a specific rate is yet to be determined. **Considering \$0.45 per kW/h.**
3. Can you provide photos of the actual parking stall locations at the arena in which the stations will be installed? The photo seems to be from across the street. **Attached four pictures where stations will be located in front of arena (either side from the main door).**
4. Quoted costs were provided in an excel document, but there is no information about the contractor or their proposal to the Town. Can you provide this? **Yes, please find attached.** We also require a scope of work description that justifies the quoted engineering and design costs. **Information included in attached proposal.**
5. The specification sheet includes three different model types under the Tritium RTM 50 kW/75kW product line. Please specify which model (listed as Good/Better/Best) will be used in your project.

For the Level 3 Tritium RTM-50 50kW EV Charger we have chosen "Better"

Feel free to reach out if you have any questions for us. We are happy to discuss.

Thanks,

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From: MCCAC Contact <contact@mccac.ca>
Sent: February 23, 2022 9:39 AM
To: Calvin Lechelt <Calvin@abmunis.ca>
Subject: FW: Bon Accord EVCP Application

FYI

Administrator

D: 780.433.4431 | E: contact@mccac.ca
300-8616 51 Ave Edmonton, AB T6E 6E6
Toll Free: 310-MUNI | 877-421-6644 | www.mccac.ca



Municipal
Climate Change
Action Centre

A partnership of



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From: Dianne Allen <dallen@bonaccord.ca>
Sent: February 22, 2022 3:49 PM
To: MCCAC Contact <contact@mccac.ca>
Subject: Bon Accord EVCP Application

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Hello,

Please find attached documents for the EVCP application:

- EVCP completed application
- Itemized quotes for costs in table 3
- Specification sheets/brochures of EV charging stations
- Proof of land ownership
- Photos of EV station locations

Thank you!

DIANNE ALLEN

Manager, Planning & Development

Box 779
5025-50th Ave
Bon Accord, AB T0A 0K0

Phone: 780-921-3550



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0012 735 693 7921730;10;28MR 792 269 777

LEGAL DESCRIPTION
PLAN 7921730
BLOCK 10
LOT 28MR (MUNICIPAL RESERVE)
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 4.14 HECTARES (10.23 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;23;56;18;SW

MUNICIPALITY: TOWN OF BON ACCORD

REGISTERED OWNER(S)
REGISTRATION DATE (DMY) DOCUMENT TYPE VALUE CONSIDERATION

792 269 777 01/11/1979 \$33,280

OWNERS

VILLAGE OF BON ACCORD.
OF BON ACCORD
ALBERTA

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

752 148 477 20/10/1975 UTILITY RIGHT OF WAY
GRANTEE - ATCO GAS AND PIPELINES LTD.
10035-105 ST
EDMONTON
ALBERTA T5J2V6
(DATA UPDATED BY: TRANSFER OF UTILITY RIGHT
OF WAY 012024812)

TOTAL INSTRUMENTS: 001

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 18 DAY OF
FEBRUARY, 2022 AT 01:17 P.M.

ORDER NUMBER: 43733460

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

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LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0016 771 875 5261BA;5;12,13 179M281

LEGAL DESCRIPTION
PLAN 5261BA
BLOCK 5
LOTS 12 AND 13
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;23;56;18;SW

MUNICIPALITY: TOWN OF BON ACCORD

REGISTERED OWNER(S)
REGISTRATION DATE(DMY) DOCUMENT TYPE VALUE CONSIDERATION

179M281 09/12/1974 \$11,500

OWNERS

VILLAGE OF BON ACCORD.
OF BON ACCORD
ALBERTA

ENCUMBRANCES, LIENS & INTERESTS
REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

NO REGISTRATIONS

TOTAL INSTRUMENTS: 000

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ORDER NUMBER: 43744531

CUSTOMER FILE NUMBER:



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SCHEDULE “C”
EVCP PROJECT COMPLETION STATEMENT

To be sent upon project completion.

SCHEDULE “D”
FEDERAL GRANT OBLIGATIONS AND TERM

In addition to the terms contained in this Agreement, the Municipality shall comply with each and every one of the following obligations and the Municipality acknowledges and confirms that the obligations are a requirement of the Government of Canada in its capacity as the grantor of the Federal Grant. Both AUMA and the Government of Canada are entitled to enforce these provisions as against the Municipality.

D.1. Audit and Records.

- a. *Audit.* At all times during the term of this Agreement and for a period of three (3) years following the expiration or termination of this Agreement, the Municipality shall, at its own expense:
- i. Keep proper and accurate books, accounts and records of its revenue received and expenses incurred and paid in connection with the Project and shall keep its invoices, receipts and vouchers relating thereto;
 - ii. Keep proper and accurate records of all data, analyses, and other scientific and technical assessments and reports, and any and all information relating to the outputs and outcomes of the Project;
 - iii. On demand, make available to AUMA and the Minister such books, accounts, records, invoices, receipts, and vouchers referred to above and permit AUMA and the Minister to examine and audit and take copies and extracts from such documents;
 - iv. Allow AUMA and the Minister, at their own expense and discretion, to conduct a technical audit to verify that the proposed measures outlined in the Municipality’s EVCP Application were implemented in accordance with this Agreement; and
 - v. Allow AUMA and the Minister, at their own expense and discretion, to conduct an audit to verify the accuracy of reports submitted to AUMA or the Minister in accordance with this Agreement.

In the event that AUMA conducts the auditing conducted herein, AUMA shall have the full right to provide copies of any review, evaluation or audit reports to the Minister.

- b. *Books and Records.* The Municipality authorizes AUMA to share with Canada this Agreement, any documents required to be delivered or actually delivered by the Municipality to AUMA relating to this Agreement or the Project, and any books and records for the Project for accounting, reporting, auditing and program evaluation purposes.

D.2. Intellectual Property.

- a. *License of Intellectual Property.* The Municipality grants a non-exclusive, irrevocable, world-wide free and royalty free license in perpetuity to AUMA for any Intellectual Property that arises in the course of the Project and authorizes AUMA to grant a sublicense (on the same basis) to such Intellectual Property to the Government of Canada as requested from time to time.
- b. *License of Reports.* The Municipality shall supply to AUMA the Reports and the Municipality grants to AUMA a non-exclusive, irrevocable, world-wide, free and royalty-free license in perpetuity to use, modify, and, subject to the Access to Information Act, make publicly available such reports and documents for non-commercial governmental purposes.
- c. For the purpose of this Section D.1:
 - i. **Intellectual Property** means any intellectual property recognized by law, including any intellectual property right protected through legislation including governing patents, copyright, trade-marks, and industrial design.
 - ii. **Reports** means any document, report, financial statement, certification, declaration, photographs, or other document of any kind that the Municipality is required to deliver or actually delivers in connection with this Agreement or the Project.

D.3. **Aboriginal Consultation.** The Municipality agrees that any legal duty to consult with Aboriginal groups affected by the Project, and where appropriate, to accommodate Aboriginal groups' concerns has been met and will continue to be met. If as a result of changes to the nature or scope of the Project, Canada determines that a legal duty to consult is triggered, the Municipality acknowledges and agrees that all of Canada's obligations pursuant to the Zero Emission Vehicle Infrastructure Program Non-Repayable Contribution Agreement referenced in recital B. will be suspended from the moment that Canada informs either Party that a legal duty to consult arises.

- a. In the event that a legal duty to consult arises, the Municipality agrees that:
 - a) AUMA may withhold any payment under this Agreement until Canada is satisfied that any legal duty to consult with, and where appropriate, to accommodate Aboriginal groups has been met and continues to be met;
 - b) if, as a result of such changes to the Project, Canada determines that further consultation is required, the Municipality will work with Canada to ensure that the legal duty to consult, and where appropriate, to accommodate Aboriginal groups, is met and continues to be met to Canada's satisfaction; and
 - c) it will consult with Aboriginal groups that might be affected by the changes to the Project, explain the Project to them, including Canada's role, and will provide a report to Canada, which will include:
 - i) a list of all Aboriginal groups contacted;

ii) a summary of all communications to date with the Aboriginal groups, indicating which groups support or object to the Project, and whether their positions are final, preliminary or conditional in nature;

iii) a summary of any issues or concerns that the Aboriginal groups have raised and an indication of how the Municipality has addressed or proposes to address those issues or concerns; and

iv) any other information Canada may deem appropriate.

D.4. **Impact Assessment.** The Municipality represents and warrants that the Project is not a “designated project” nor a “project” according to the Canadian Environmental Assessment Act, 2012 or the Impact Assessment Act. If, within the Term, the Project becomes a “designated project” or a “project” carried out on federal land or outside of Canada according to the Impact Assessment Act, payment and AUMA’s obligations under this Agreement will be suspended until:

a. In the case of a “designated project”:

i. The Impact Assessment Agency of Canada makes a decision that no assessment of the “designated project” is required and posts that decision; or

ii. The decision statement with respect to the “designated project” that is issued to the Municipality sets out that the effects that are indicated in the report with respect to the impact assessment of the Project are in the public interest.

b. In the case of a “project”:

i. A determination indicating that the carrying out of the Project is not likely to cause significant adverse environmental effects by the Minister or another authority referred to in the Impact Assessment Act; or

ii. If the carrying out of the Project is likely to cause significant adverse environmental effects, a decision of the Governor in Council indicates that those effects are justified in the circumstances.

and AUMA may terminate this Agreement with immediate effect by giving notice in writing to the Municipality.

D.5. **No obligation to Request.** The Municipality acknowledges that it will be solely responsible to request any decision to be made by the Impact Assessment Agency of Canada or the Minister to satisfy the conditions in Section D.1. Neither AUMA or Canada has any obligation to request a decision by the Impact Assessment Agency, the Minister or the Governor in Council and neither AUMA, Canada or the Minister will be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless

of the form of action, whether in contract, tort, or extra-contractual liability, or otherwise arising from the termination,

- D.6. **Indemnity.** Neither Canada or AUMA, nor their respective employees, officers and agents, will have liability in respect of claims of any nature, including claims for injury or damages, made by any person involved in the activities of the Project or as a result of or arising out of this Agreement, and the Municipality will indemnify and save harmless Canada and AUMA, their respective employees, officers and agents, in respect of all claims for injury or damages arising from the Project.