



The Corporation of the Town of Pelham

By-law No. 30-2026

Being a By-law to Authorize the Director of Corporate Services and Treasurer to enter into an Agreement with the Ontario Centre of Innovation (OCI) on behalf of His Majesty the King in right of the Province of Ontario as represented by the Minister of Transportation for the Province of Ontario (the Province) for the Ontario Vehicle Innovation Network (OVIN) Electric Vehicle ChargeOn program.

WHEREAS section 8 of the *Municipal Act, 2001*, S.O. 2001, c. 25 (“*Municipal Act, 2001*” or “the statute”) provides that the powers of a municipality under the statute or any other Act shall be interpreted broadly so as to confer broad authority to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality’s ability to respond to municipal issues;

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the statute or any other Act;

AND WHEREAS section 312 of the *Municipal Act, 2001* provides that the Council of a local municipality shall, each year, pass a by-law levying a separate tax rate, as specified in the by-law, on the assessment in each property class in the local municipality rateable for local municipality purposes;

AND WHEREAS the maximum funds to be received from this agreement is \$149,830.20;

AND WHEREAS the project start deadline is June 1, 2026 and the Project Completion date is December 31, 2026.

AND WHEREAS the Council of the Corporation of the Town of Pelham deems it necessary and desirable to enter into the Agreement;

NOW THEREFORE the Council of the Corporation of the Town of Pelham enacts as follows:

1. **THAT** the Ontario Vehicle Innovation Network (OVIN) Electric Vehicle ChargeOn Agreement attached hereto and made part of this by-law between the Province and the Town of Pelham be and is hereby approved; and
2. **THAT** the Director of Corporate Services and Treasurer be and are hereby authorized and directed to execute the agreement annexed hereto as Schedule "A" to the by-law and to affix the corporate seal thereto.

3. Effective Date

- 3.1. This By-law shall come into force on the date that it is enacted.

Read, enacted, signed and sealed this 10th day of June, 2026.



Marvin Junkin, Mayor



Holly Willford, Town Clerk

This Funding Agreement (the Agreement), dated as of 2026 May 13, is entered into between The Corporation of the Town of Pelham, a corporation incorporated in the Province of Ontario (the Client) and Ontario Centre of Innovation (OCI), each herein individually referred to as a Party and collectively the Parties

WHEREAS the Parties wish to engage in the project entitled: "*Enhancing Infrastructure in Pelham: Installing EV Chargers at Fenwicks Centennial Park*" as set out in the Application;

AND WHEREAS, the Client has applied for, and desires to receive funding from OCI, as further described in the Application and OCI is agreeable to offering such funding as part of the Project;

THEREFORE, recognizing the foregoing recitals and in consideration of the mutual promises set forth in this agreement, the Parties agree as follows:

1. **Definitions.** Capitalized terms used and not otherwise defined herein shall have the meanings attributed thereto in Schedule A.
2. **General Terms.** The general terms that apply to and form part of this Agreement are attached as Schedule B.
3. **Schedules.** The following schedules are attached to and form a part of this Agreement:
 - Schedule "A" Definitions
 - Schedule "B" General Terms
 - Schedule "C" Application Summary
 - Schedule "D" EV ChargeON Program Guide
4. **Project.** The Project shall be performed in accordance with this Agreement, including the Schedules attached hereto.
5. **Term.** The term of this Agreement (the "Term") shall commence on the Start Date and continue until the end of the Project (the **End Date**).
6. **OCI Right to Terminate.** All obligations of OCI hereunder may be immediately suspended, terminated or revoked, in whole or in part, at any time by OCI giving written notice to the other Party, where OCI determines, in its sole and unfettered discretion, that:
 - a. the Project will likely not be completed on schedule or on budget;
 - b. interim results are unsatisfactory and demonstrate low likelihood of achieving anticipated outcomes, or one or more Milestones cannot be met or has not been met within the timeframe set out in the Application;
 - c. the conclusion reached by OCI through a Project review process organized by OCI is that the overall goals of the Project will likely not be met;
 - d. the Client has defaulted on its obligation to make any Contribution at the time and in the manner required under this Agreement;
 - e. OCI determines that the Client breached the OCI Conflict of Interest terms and conditions as stated on AccessOCI;
 - f. OCI determines that the Client breached the OCI Guidelines;
 - g. the Client is wound up, liquidated or ceases to exist or becomes insolvent or is adjudged or declared bankrupt or if it goes into receivership or takes the benefit of any statute from time to time in force relating to bankrupt or

insolvent debtors;

- h. the Client changes its jurisdiction of formation or corporate structure without the prior written consent of the OCI;
- i. the Client has defaulted on its obligations under this Agreement, including failing to provide the reporting and cooperation required under Section 10.
- j. In the event that OCI terminates the Agreement in accordance with this Section 7: (A) Client shall, upon written notice by OCI, immediately repay all amounts previously paid by OCI to Client in accordance with this Agreement and (B) OCI shall, without limiting any other right or remedy it may have, have the right to withhold, delay or cease all or any part of further payments in respect of the Project and/or set-off and credit any amounts due by the OCI to the Party in breach against any amounts previously contributed by OCI in respect of the Project.

7. Contributions and Eligible Expenses.

- a. Notwithstanding anything else in this Agreement, the Parties acknowledge and agree that all Contributions to be made by OCI, and OCIs obligations to pay such Contributions, are entirely conditional on OCI receiving sufficient allocated government funding to enable it to make payment thereof, and that OCI may terminate, suspend or revoke such obligations, in whole or in part, at any time by giving written notice to the other Parties should it not receive or possess funds sufficient for such purposes. Further, OCI shall have the right to retain or withhold any portion of Contributions otherwise payable pending receipt of interim or final deliverables and/or reports due in respect of the Project.
- b. The Client shall use Contributions only in accordance with the Application, including, but not limited to the budget set out in such Application, for reimbursement of eligible Project expenses in accordance with OCIs then current published program expense guidelines. The obligations and liability of OCI pursuant to this Agreement are restricted solely to the payment of the funding. The Client assumes full financial responsibility for delivery of the Project.

8. Ethical Investments.

- a. The Client shall not, directly or indirectly, through a subsidiary or otherwise, engage in:
 - i. the sale, marketing or provision of gambling, gambling services or pornography;
 - ii. the manufacture, sale, distribution or promotion of goods or services that are not legal in the Province of Ontario.
- b. For greater certainty, the Client shall not be considered to be directly or indirectly engaged in the foregoing merely as a result of selling products to persons engaged in such activities, provided (i) that such products are not principally related to gambling, gambling services, pornography, or goods or services that are not legal in the Province of Ontario and (ii) the Client does not have a material interest in such persons.

9. Reviews and Reporting.

- a. The Client shall provide to OCI such reports with respect to the Project, its status, progress and projections, as required by OCI, in such form and content and at such times as specified by OCI in writing from time to time including, without limitation, a final report after Project completion, annual surveys for a period of 5 years following the term of this Agreement, and any other follow-up reporting reasonably required by OCI following the Term of this Agreement.
- b. The Client agrees to cooperate with OCI in the collection of performance measures and other information relevant to the Project, in the form and detail OCI may reasonably require for Program administration, oversight,

verification, audit, and reporting. OCI may use and disclose such information to the Government of Ontario in aggregate and/or otherwise as required for such purposes, subject to applicable confidentiality and privacy obligations.

- c. If the Client employs fewer than 100 employees, it agrees to provide timely notice to OCI of any financings outside of its ordinary course of business during the Term which a reasonably prudent person would view as likely to have an adverse impact on the Project. Such notice shall include accurate and reasonable detail as will enable OCI to understand and assess the impact of such financings on the Client's obligations hereunder.
10. **Assignment** The Client will not, without the prior written consent of OCI, assign any of its rights or obligations under the OCI Funding Agreement. All rights and obligations contained in the OCI Funding Agreement will extend to and be binding on the Parties heirs, executors, administrators, successors, and permitted assigns.
11. **Indemnity.** The Client will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the gross negligence or wilful misconduct of the Indemnified Parties. The Client will indemnify and hold harmless OCI from and against any Loss and any Proceeding, unless solely caused by the gross negligence or wilful misconduct of OCI.
12. **Limitation of Liability.** OCI shall not be liable to the Client for loss of business or profit or for any special, indirect, punitive or consequential loss or damage, regardless of whether such loss or damage arises under contract, tort, or based upon strict liability or other theory of law or equity, where such loss or damage arose in connection with the Project. In no event shall OCI's liability for damages arising out of the Project or under this Agreement exceed the dollar value of the Contribution which OCI is required hereunder to make to the Project. Except as expressly provided herein, OCI, including its directors, trustees, officers, employees and agents, makes no representations, warranties, undertakings, promises, inducements or agreements of any kind, whether direct, indirect, express or implied, including, without limitation, the merchantability or fitness for a particular purpose of any research results or intellectual property; and except as expressly provided herein, OCI assumes no responsibility whatsoever with respect to design, development, manufacture, use, sale or other disposition of research results or intellectual property by the Client.
13. **Intellectual Property (IP)** The Client represents and warrants that it owns and has legal and beneficial title to and/or has the right to use all intellectual property required in connection with the Project applicable to the Client and the Client will have the right to commercialize any intellectual property that will be developed pursuant to the Project. As between OCI and the Client, the Client shall be the sole and exclusive owner of any intellectual property developed from the Project. The Client represents and warrants that, upon the completion of the Project, it will be free to use, develop and exploit for commercial purposes, without any third-party consent, all intellectual property developed pursuant to the Project.
14. **Client Representations Management**
 - a. The Client represents and warrants that:
 - b. the execution and delivery of this Agreement by the Client, and the carrying out by it of all of the activities as contemplated hereby by the Client, have been duly authorized by all requisite corporate action;
 - c. the Client has full power to execute and deliver this Agreement and to perform its obligations hereunder;
 - d. this Agreement constitutes a legally binding obligation of the Client, enforceable against it in accordance with its terms;
 - e. it has procedures to provide for the prudent and effective management of the Project and amounts paid by OCI to the Client and shall immediately notify OCI if it becomes aware of any improper use of funds paid by OCI to

the Client;

- f. it shall comply with all obligations under this Agreement; and
- g. it shall use the amounts paid by OCI to the Client only for the purpose of carrying out the Project.

15. Compliance with Laws

- a. The Client agrees to conduct its business and activities and to perform the Project and its obligations under this Agreement in compliance with all Applicable Laws. For the purposes hereof, Applicable Laws means any law, statute, by-law, ordinance, decree, requirement, directive, order, judgment, license, permit, code or regulation having the force of law, and any applicable determination, interpretation, ruling, order or decree, of any governmental authority or arbitrator, which is legally binding at such time.
- b. In addition to the general requirement above to comply with Applicable Laws, the Client agrees that it will observe and meet the accessibility and non-discrimination provisions of the *Canada Anti-Spam Legislation*, *Personal Information Protection and Electronics Documents Act*, and, where applicable, *Personal Health Information Protection Act* and *Freedom of Information and Protection of Privacy Act*, *Accessibility For Ontarians with Disabilities Act* and the *Ontario Human Rights Code* (whether or not the Client is required under the terms of such legislation to comply) in the treatment of its personnel and the public in the conduct of its operations, the provision of any services and the performance of the Project. Costs and expenses incurred as result of such obligations are solely those of the Client.

16. Compliance with Program.

- a. The Client shall comply with all terms and conditions of this Agreement and all requirements set out in the EV ChargeON Program Guide.
 - b. Provincial Oversight; Eligibility of Expenditures. The Client acknowledges that OCI administers the Program using public funds provided by His Majesty the King in right of Ontario (the Province). The Client agrees to provide OCI, and any auditor or representative identified by OCI, with such information and cooperation as OCI may reasonably require to satisfy any reporting, verification, audit, inspection, or other oversight obligations applicable to OCI in connection with the Program.
 - c. Without limiting any other remedy available to OCI under this Agreement, if OCI determines (acting reasonably, including in response to any direction or requirements applicable to OCI in connection with the Program) that any amounts claimed by the Client or any expenditures incurred in connection with the Project are ineligible, unsupported, or otherwise not in compliance with this Agreement or the EV ChargeON Program Guide, then OCI may (a) withhold or reduce any payment owing to the Client, and/or (b) require the Client to repay any amounts previously paid by OCI that relate to such ineligible, unsupported, or non-compliant expenditures, which amounts will be a debt due and owing and payable immediately upon notice.
17. **Governing Law.** The OCI Funding Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the OCI Funding Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.
18. **Invalidity or Unenforceability.** The invalidity or unenforceability of any provision of the OCI Funding Agreement will not affect the validity or enforceability of any other provision of the OCI Funding Agreement.
19. **Waiver.**

- a. Failure or delay by either Party to exercise any of its rights, powers or remedies under the OCI Funding Agreement will not constitute a waiver of those rights, powers or remedies and the obligations of the Parties with respect to such rights, powers or remedies will continue in full force and effect following termination of this Agreement.
 - b. Either Party may waive any of its rights, powers or remedies under the OCI Funding Agreement by providing notice to the other Party. A waiver will apply only to the specific rights, powers or remedies identified in the notice and the Party providing the waiver may attach terms and conditions to the waiver.
20. **Survival.** Any provisions which by their nature are intended to survive the termination or expiration of the OCI Funding Agreement under the Program including, without limitation, those related to accountability, records, audit, inspection, liability, indemnity, and remedies will survive its termination or expiration and continue in full force and effect for a period of seven years.

[Signature page follows]

Application Number: **38775**

IN WITNESS WHEREOF the Parties have duly executed this Agreement as of the date last written below.

The Corporation of the Town of Pelham



Name : Teresa Quinlin-Murphy

Title: Director of Corporate Services and Treasurer

I have authority to bind the Corporation.

Ontario Centre of Innovation

Name : Sylvie Briz

Title: Director, Electric Vehicle ChargeON Program

I have authority to bind the Corporation.

SCHEDULE "A" DEFINITIONS

"Agreement" means the agreement to which this Schedule is attached and includes all schedules attached thereto, which Schedules form an integral part of this Agreement.

"Annual Usage Reporting" or **"Annual Usage Report(s)"** means the annual reports showing the EV Charger usage data covering the previous 12 months, starting on or about the first anniversary of each Sites Project Completion Date for a five-year period.

"Application" means the application in its entirety, including the Budget, submitted by the Client, which was reviewed and approved for funding by OCI, a summary of which is set out in Schedule "C" (Application Summary).

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Years Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

"Cash Contribution" refers to a direct payment of Contribution in Canadian currency.

"Client" has the meaning given to this term on the first page of the main body of this Agreement.

"Confidential Information" means the confidential business or technical information of a Party that is identified in writing by that Party at the time of its disclosure or identified orally as such by that Party at the time of its disclosure and minuted and confirmed in writing within two weeks of the oral identification.

"Contribution" means Cash Contribution and In-Kind Contribution.

"Effective Date" means the date upon which the last signing Party executes this Agreement.

"End Date" has the meaning given to this term in Section 5 of the main body of this Agreement.

"EV ChargeON Program Guide" refers to the program guidelines for the Program, which is publicly available and attached in Schedule D.

"Funds" means the money provided by OCI to the Client pursuant to this Agreement.

"Fair Market Value" means the fair market value that an unrelated arms-length party would have paid in Canadian currency for an In-Kind Contribution as of the date such Contribution is made to the Project.

"Funding Year" means: (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the expiry of this Agreement, whichever

is first.

"GAAP" means generally accepted accounting principles for financial reporting in Canada as most recently recommended and approved by the Canadian Institute of Chartered Accountants, or its successor, in its handbook.

"Indemnified Parties" means OCI and His Majesty the King in right of Ontario, and includes His ministers, agents, appointees, and employees.

"In-Kind Contribution" means an indirect cash contribution or a non-monetary contribution that reduces the cash requirement of the Project. The value of each In-Kind Contribution to the Project is assessed at Fair Market Value.

"Maximum Funds" means maximum potential funding amount calculated by OCI based on the Total Project Cost (TPC) provided by the Client in its application, and as may be directed by the Province.

"Milestones" means the objectives to be achieved during the course of, and upon completion of, the Project, which are set out in the Application.

"Loss" means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

"Notice Period" means the period of time within which the Client is required to remedy an Event of Default, and includes any such period or periods of time by which OCI extends that time.

"OCI" has the meaning given to this term on page 1 of the main body of this Agreement.

"OCI Guidelines" means the OCI Program Guidelines that are applicable to the Project which is made available at ovinhub.ca/programs/resource-documents/ as may be amended from time to time.

"OCI Conflict of Interest Policy" means the OCI conflict of interest policy which is made available on AccessOCI during the application submission process under the Terms and Conditions subsection, as may be amended from time to time.

"Parties" means the Client and OCI.

"Party" means either the Client or OCI.

"Proceeding" means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

"Program" means the EV ChargeON Program Community Sites Stream, which supports the installation of EV Chargers in Ontario communities.

"Project" means the project or initiative described in the Application.

"**Project Completion Date**" refers to the date that the Project has met the requirements of the OCI Funding Agreement and the EV ChargeON Program Guide.

"**Project Completion Report**" means the report that the Client is required to submit following installation and operationalization of the Project.

"**Project Period**" means the period of time approved by OCI for the completion of the Project following the Start Date. This Period includes the five years after the Project Completion Date (which is one year after the effective date of the OCI Funding Agreement).

"**Schedules**" means the schedules identified in Section 4 of the main body of this Agreement attached to and/or delivered with this Agreement.

"**Site**" means the physical location where the Client installs an EV Charger.

"**Start Date**" means the project activation date set by OCI.

"**Term**" has the meaning given to this term in Section 5 of the main body of this Agreement.

SCHEDULE "B" GENERAL TERMS

1. **Obligations upon Termination.** Notwithstanding the termination or expiry of this Agreement, Sections 9, 10, 11 and 12 of the main body of this Agreement and these General Terms shall survive.
2. **Non-Waiver.** Except as otherwise expressly provided herein, the failure of any Party to exercise its rights herein upon the occurrence of any breach by any other Party of its obligations will not in any event constitute a waiver of such rights.
3. **Assignment and Enurement.** This Agreement and all its rights and privileges hereunder may not be assigned by any Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld. This Agreement and everything herein contained will inure to the benefit of and be binding upon each of the Parties hereto and upon their respective heirs, estate trustees, personal representatives, successors and permitted assigns.
4. **Choice of Law.** This Agreement will be governed by and construed in accordance with the laws in force in the Province of Ontario and the laws of Canada applicable therein, without recourse to their rules on conflicts of laws.
5. **Relationship.** The Parties relationship under this Agreement is one of independent contractors and the Parties are not, will not be considered to be, and will not represent themselves to be, joint venturers, partners or agents of each other. The Client is not an agent, joint venturer, partner, or employee of OCI, and the Client will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.
6. **Effective Date and Term, and Client Project Timelines.** The OCI Funding Agreement will be effective upon the date of the last signing Party's signature, and will expire five years after the Project Completion Date.
 - a. The Project Completion Date will be one year after the effective date of the OCI Funding Agreement.
 - b. The Project will remain operational for a minimum of five years after the Project Completion Date. For greater certainty, the Project will meet all requirements of the OCI Funding Agreement, and of the EV ChargeON Program Guide, for a minimum of five years after the Project Completion Date.
7. **Time of the Essence.** Time is of the essence of this Agreement and of each and every term and condition hereof.
8. **Entire Agreement.** This Agreement and the documents referenced herein constitute the entire agreement between the Parties pertaining to the Project and the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions with respect to the subject matter hereof whether oral or written.
9. **Conflict or Inconsistency.** In the event of a conflict or inconsistency between any of: (a) the OCI Funding Agreement and any of the requirements of the EV ChargeON Program Guide, the OCI Funding Agreement will prevail to the extent of the inconsistency; and (b) the EV ChargeON Program Guide and any of the information provided by a Client in its application to the Program, the EV ChargeON Program Guide will prevail to the extent of the inconsistency.
10. **Notice.** Notice will be in writing;
 - a. delivered by email, postage-prepaid mail, personal delivery, or courier; and
 - b. addressed to the Parties as set out in the OCI Funding Agreement, or as either Party later designates to the other by notice.

Notice will be deemed to have been given:

- a. in the case of postage-prepaid mail, five business days after the notice is mailed; or

- b. in the case of email, personal delivery or courier on the date on which the notice is delivered.

In the event of a postal disruption:

- a. Notice by postage-prepaid mail will not be deemed to be given; and
b. the Party giving notice will give notice by email, personal delivery, or courier.

All notices hereunder shall be in writing and shall be duly given if delivered personally or sent by registered mail, return receipt requested, or e-mailed or faxed to the respective addresses of the Parties as follows: to OCI: Ontario Centre of Innovation 325 Front Street West, Suite 300, Toronto, ON M5V 2Y1 Attention: Finance Department Fax: (416)-861-1092 Email: ovincharge@oc-innovation.ca to Client(s): to The Corporation of the Town of Pelham 20 Pelham Town Square, Pelham L0S 1E3 Attention: Teresa Quinlin-Murphy Phone: 905-980-6668 Email: tquinlin@pelham.ca

11. **Amendments in Writing.** All amendments to OCI Funding Agreement will be executed by all Parties to such agreement and will be in writing. When OCI provides its consent pursuant to the OCI Funding Agreement: (a) it will do so by notice; (b) it may attach any terms and conditions to the consent; and (c) the Client may rely on the consent only if the Client complies with any terms and conditions OCI may have attached to the consent.
12. **Acknowledgements by Client.**
- a. The Client acknowledges that:
- i. by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the Broader Public Sector Accountability Act, 2010 (Ontario), the Public Sector Salary Disclosure Act, 1996 (Ontario), and the Auditor General Act (Ontario);
 - ii. His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the Broader Public Sector Accountability Act, 2010 (Ontario);
 - iii. the Funds are:
 - A. to assist the Client to carry out the Project and not to provide goods or services to OCI or to the Province;
 - B. funding for the purposes of the Public Sector Salary Disclosure Act, 1996 (Ontario);
 - iv. OCI and the Province are not responsible for carrying out the Project;
 - v. the Province is bound by the Freedom of Information and Protection of Privacy Act (Ontario) and any information provided in connection with the Project or otherwise in connection with the OCI Funding Agreement may be subject to disclosure in accordance with that Act; and
 - vi. the Province is bound by the Financial Administration Act (Ontario) (FAA) and, pursuant to subsection 11.3(2) of the FAA, payment of Funds under the OCI Funding Agreement will be subject to,
 - A. an appropriation, as that term is defined in subsection 1(1) of the FAA, to which that payment can be charged being available in the Funding Year in which the payment becomes due; or
 - B. the payment having been charged to an appropriation for a previous fiscal year.
13. **Representations, Warranties, and Covenants by Client.** The Client represents, warrants, and covenants that:
- a. it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the OCI Funding Agreement;
 - b. it has, and will continue to have, the experience and expertise necessary to carry out the Project;
 - c. it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and

- d. unless otherwise provided for in the OCI Funding Agreement, any information the Client provided in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Client provided it and will continue to be true and complete.

The Client represents and warrants that it has:

- a. the full power and capacity to enter into the OCI Funding Agreement; and
- b. taken all necessary actions to authorize the execution of the OCI Funding Agreement.

The Client represents, warrants, and covenants that it has, will maintain in writing, and will follow the following procedures.

Upon the request of OCI, the Client will provide OCI with proof of the following matters:

- a. a code of conduct and ethical responsibilities for all persons at all levels of the Clients organization;
- b. procedures to enable the Clients ongoing effective functioning;
- c. decision-making mechanisms for the Client;
- d. procedures to enable the Client to manage Funds prudently and effectively;
- e. procedures to enable the Client to complete the Project successfully;
- f. procedures to enable the Client to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- g. procedures to enable the preparation and submission of all reports required pursuant to the OCI Funding Agreement; and
- h. procedures to enable the Client to address such other matters as the Client considers necessary to enable the Client to carry out its obligations under the OCI Funding Agreement.
- i. Upon the request of OCI, the Client will provide OCI with proof of the matters referred to in this section.

14. **Funds to be Provided to the Client**

- a. The Maximum Funds are subject to actual Project expenditures calculated upon the Project Completion Date and as demonstrated in the Project Completion Report, and subject to all terms of the OCI Funding Agreement and the EV ChargeON Program Guide. Funds provided shall not exceed the Maximum Funds as listed in this OCI Funding Agreement.
- b. OCI will:
 - i. provide the Client with Funds up to the Maximum Funds for the purpose of carrying out the Project;
 - ii. provide the Funds to the Client in accordance with any payment plans attached to the OCI Funding Agreement; and
 - iii. deposit the Funds into an account the Client designates provided that the account:
 - A. resides at a Canadian financial institution; and
 - B. is in the name of the Client.
- c. Subject to all other terms and conditions of this Agreement, OCI shall only provide Funds to the Client upon both:
 - i. The Clients submission of the Project Completion Report (PCR) required.
 - ii. OCIs written confirmation that the PCR satisfies all requirements set out under this Agreement.
- d. The Client may claim Funds only for eligible expenditures, as set out in the EV ChargeON Program Guide, incurred by the Client within twelve (12) months of the execution of the OCI Funding Agreement. The Client must receive written approval from OCI for any Project extensions.
- e. All claims for reimbursement must be submitted to OCI no later than 12 months from the Effective date. Any

expenditures after the conclusion of 12 months from the Effective Date, and any claims submitted following that period, shall be deemed ineligible and shall not be reimbursed by OCI.

- f. OCI is not obligated to provide any Funds to the Client until the Client provides any certificates of insurance or other proof required pursuant to the OCI Funding Agreement.
- g. OCI is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project.
- h. OCI may adjust the amount of Funds it provides to the Client based upon OCIs assessment of the information the Client provides to OCI under the OCI Funding Agreement.
- i. If the Client earns any interest on the Funds, OCI may: (a) deduct an amount equal to the interest from any further instalments of Funds; or (b) demand from the Client the payment of an amount equal to the interest.
- j. OCI will calculate Funds based on the actual costs to the Client to carry out the Project, less any costs (including taxes) for which the Client has received, will receive, or is eligible to receive, a rebate, credit, or refund.

15. **Client Use of Funds.** The Client shall:

- a. carry out the Project in accordance with the OCI Funding Agreement;
- b. use the Funds only for the purpose of carrying out the Project;
- c. spend the Funds only in accordance with the budget set out in the Project Completion Report; and
- d. not use the Funds to cover any cost that has been or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario or other level of government and/or associated delivery agencies.

16. **Responsibility for Projects.** The Client assumes full responsibility for the Project, including, without limitation:

- a. complete, diligent and timely Project implementation within the costs and timelines specified in the OCI Funding Agreement and in accordance with all other terms and conditions of the OCI Funding Agreement;
- b. the entire costs of the Project, including overruns, if any;
- c. subsequent operations and maintenance, as required and as per appropriate standards, and any related costs for the full lifecycle of the Project;
- d. undertaking, or causing to be undertaken, any engineering and construction work in accordance with industry standards; and
- e. any and all approvals and permits related to the Project; and
- f. full ownership and responsibility for the Project, including all risks, liabilities, and obligations related to it.

17. **Asset acquisition and disposal.** If the Client acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money. The Client agrees not to sell, lease, or otherwise dispose of any EV Chargers acquired with funding provided through the EV ChargeON Program without OCIs prior written consent for five years following the Project Completion Date.

18. **Conflict of Interest.** For the purposes of this section, a conflict of interest includes any circumstances where: (a) the Client; or (b) any person who has the capacity to influence the Clients decisions, has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Clients objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

- a. The Client will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:
 - i. the Client:

- A. provides notice to OCI disclosing the details of the actual, potential, or perceived conflict of interest; and
- B. requests the consent of OCI to carry out the Project with an actual, potential, or perceived conflict of interest;
- C. OCI provides its consent to the Client carrying out the Project with an actual, potential, or perceived conflict of interest; and
- D. the Client complies with any terms and conditions OCI may prescribe in its consent.

19. **Record Keeping and Audits.**

- a. The Client will keep and maintain for a period of seven years from their creation:
 - i. all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any comparable accounting standards that apply to the Client; and
 - ii. all non-financial records and documents relating to the Funds or otherwise to the Project.
- b. OCI may, upon twenty-four hours notice to the Client and during normal business hours enter upon the Clients premises to conduct an audit or investigation of the Client regarding the Clients compliance with the OCI Funding Agreement, including assessing any of the following:
 - i. the truth of any of the Clients representations and warranties;
 - ii. the progress of the Project;
 - iii. the Clients allocation and expenditure of the Funds.
- c. For the purposes of any records review, OCI may take one or both of the following actions:
 - i. inspect and copy any records and documents referred to in this section;
 - ii. remove any copies OCI makes pursuant to this section.
- d. To assist OCI in respect of its rights provided for in this section, the Client will cooperate with OCI by:
 - i. ensuring that OCI has access to the records and documents wherever they are located;
 - ii. assisting OCI to copy records and documents;
 - iii. providing to OCI, in the form OCI specifies, any information OCI identifies; and
 - iv. carrying out any other activities OCI requests.
- e. No provision of the OCI Funding Agreement will be construed to give OCI any control whatsoever over any of the Clients records.

20. **Reports.**

- a. The Client shall be required to submit a completed Project Update Report (PUR) for each approved Project six months following execution of the OCI Funding Agreement.
- b. The PUR must include, at a minimum, the following documentation:
 - i. Details of any Project changes, including withdrawals, changes to technology or number of EV Chargers, changes to the workplan, and changes to Project Completion Dates.
 - ii. Potential delays resulting from the negotiation of lease agreements, environmental assessments, additional LDC detailed assessments beyond preliminary feasibility report, etc.
 - iii. A reconciliation of committed versus actual disbursements to date.
 - iv. Narrative explanations for any variances between planned and actual disbursements.

- v. An updated forecast of anticipated disbursements for the remainder of the Project, based on current commitments and Project progress.
 - c. The Client will complete installation and operationalize its Project(s) and submit Project Completion Reports (PCR) to OCI. OCI will review and, subject to compliance with Program requirements and with all other requirements under this Agreement, will release the Funds according to the timeline in Schedule D. The Project Completion Report must include, at a minimum, the following documentation:
 - i. An itemized financial report detailing all eligible and ineligible expenses.
 - ii. Receipts and invoices for all expenditures that count toward the total project cost (e.g., equipment, installation).
 - iii. Final EV Charger purchase agreements.
 - iv. Verification of network connectivity for each EV Charger.
 - v. Site photographs depicting operational EV Chargers, required signage, and overall site conditions.
 - vi. Two weeks of usage data for each EV Charger, including the number of charging sessions and kilowatt-hours (kWh) drawn.
 - vii. Electrical Safety Authority certificate of final inspection.
 - d. The PCR shall be submitted no later than two (2) months following the Project Completion Date or twelve (12) months after the OCI Funding Agreement has been signed, whichever is shorter. OCI will have no obligation to provide Funds to the Client or pay any claim after this date.
 - e. OCI will not provide Funds to the Client unless and until OCI has reviewed the PCR and confirmed that the Client has completed the Project as outlined in the OCI Funding Agreement and the EV ChargeON Program Guide.
 - f. The Client shall submit Annual Usage Reports to OCI showing the usage data for the previous 12 months, starting on or about the first anniversary of the Project Completion Date for a five-year period.
 - g. The Annual Usage Report must include, at a minimum, the following documentation for each EV Charger:
 - i. ID number (unique identifier)
 - ii. Site name
 - iii. Detailed usage data by day and month
 - iv. Actual EV Charger uptime by day and month against uptime as stated in the Application.
 - v. Other performance measures clearly related to the outputs and/or outcomes of the Project.
 - vi. Any other recommended attributes.
- For the purposes of this section, OCI includes any auditor or representative OCI may identify.
- h. The Client will submit to OCI at the address set out in the OCI Funding Agreement:
 - i. all reports in accordance with the timelines and content requirements set out in the OCI Funding Agreement;
 - ii. any other reports in accordance with any timelines and content requirements the OCI Funding Agreement may specify from time to time;
 - iii. ensure that all reports are:
 - iv. completed to the satisfaction of OCI; and
 - v. signed by an authorized signing officer of the Client.

21. **Confidentiality and Permitted Disclosures.**

- a. Each Party may disclose Confidential Information to the other Party to facilitate work under this Agreement. The

receiving Party will safeguard Confidential Information and will disclose it only to those of its personnel, agents, auditors, or professional advisors who have a need to know for the purposes of this Agreement and who are bound by confidentiality obligations no less protective than those set out herein.

- b. The confidentiality obligations in this section do not apply to information that: (i) is or becomes publicly available other than through a breach of this Agreement; (ii) was lawfully known by the receiving Party prior to disclosure; (iii) is lawfully obtained by the receiving Party from a third party without restriction; or (iv) is independently developed by the receiving Party without use of the disclosing Party's Confidential Information.
- c. The Client acknowledges that OCI administers the Program using public funds and has obligations related to Program administration, oversight, verification, audit, and reporting, including to the Government of Ontario. Accordingly, OCI may disclose information (including Confidential Information) as necessary to administer the Program and to meet applicable oversight, audit, reporting, and legal requirements, including disclosures required or permitted under applicable access-to-information and privacy legislation.
- d. Where a Party is required or permitted by law to disclose Confidential Information, that Party will, to the extent permitted by law, provide notice to the other Party.
- e. This section survives expiry or termination of this Agreement for seven (7) years.

22. **Communications Requirements.** Unless OCI directs the Client to do otherwise, the Client will in each of its Project-related publications, whether written, oral, or visual:

- a. acknowledge the support of OCI and the Province for the Project;
- b. ensure that any acknowledgement is in a form and manner as OCI directs; and
- c. indicate that the views expressed in the publication are the views of the Client and do not necessarily reflect those of OCI or the Province.

23. **Insurance.**

- a. The Client represents, warrants, and covenants that it will obtain and maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Client would obtain and maintain, including:
 - i. commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than \$2,000,000 (two million dollars) and including the following:
 - ii. the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Client's obligations under, or otherwise in connection with, the Agreement;
 - iii. cross-liability clause;
 - iv. contractual liability coverage; and
 - v. at least 30 days written notice of cancellation.
- b. The Client will provide to OCI, either:
 - i. certificates of insurance that confirm the insurance coverage required by the OCI Funding Agreement; or
 - ii. other proof that confirms the insurance coverage required by the OCI Funding Agreement; and
 - iii. in the event of a Proceeding, and upon OCI's request, the Client will provide to OCI a copy of any of the Client's insurance policies that relate to the Project or otherwise to the OCI Funding Agreement, or both.

24. **Termination.** OCI may terminate the OCI Funding Agreement at any time without liability, penalty, or costs upon giving 30

days notice to the Client. If OCI terminates the OCI Funding Agreement pursuant to this section, OCI may take one or more of the following actions:

- a. cancel further instalments of Funds;
- b. demand from the Client the payment of any Funds remaining in the possession or under the control of the Client; and
- c. determine the reasonable costs for the Client to wind down the Project, and do either or both of the following:
 - i. permit the Client to offset such costs against the amount the Client owes pursuant to subsection (b); and
 - ii. subject to the terms and conditions of the OCI Funding Agreement, provide Funds to the Client to cover such costs.

25. **Events of Default.**

- a. Under the OCI Funding Agreement, each of the following events will constitute an event of default:
 - i. In the opinion of OCI, the Client breaches any representation, warranty, covenant or other material term of the OCI Funding Agreement, including, without limitation, failing to do any of the following in accordance with the terms and conditions set out in the OCI Funding Agreement;
 - ii. The Client fails to comply with any of the terms and conditions set out in the OCI Funding Agreement or the EV ChargeON Program Guide including, without limitation, fails to carry out the Client's Project in accordance with the terms and conditions set out in the OCI Funding Agreement or to use or spend the Funds for the purpose of carrying out the Project or to provide reports or such other information as OCI may have requested pursuant to the OCI Funding Agreement;
 - iii. The Client fails to own or lease any of the EV Chargers acquired with the Funds for five years after the Project Completion Date;
 - iv. The Client fails to comply with the reporting requirements set out in the EV ChargeON Program Guide or the OCI Funding Agreement;
 - v. The Client or any of the EV Chargers for which the Funds were provided no longer meets one or more of the eligibility requirements of the Program;
 - vi. The Client fails to maintain any of the EV Chargers in good working condition usable by the public or fails to repair out-of-order EV Chargers within a time period OCI considers reasonable;
 - vii. The Client makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Client bankrupt, or applies for the appointment of a receiver; or
 - viii. The Client ceases to operate.
- b. In the event a default occurs, OCI may take the following actions as soon as practicable:
 - i. Initiate any action OCI considers necessary in order to facilitate the successful continuation or completion of the Project;
 - ii. Provide the Client with an opportunity to remedy the event of default;
 - iii. Suspend the payment of Funds for such period as OCI determines appropriate;
 - iv. Reduce the amount of Funds available to the Client;
 - v. Demand from the Client the payment of any Funds remaining in the possession or under the control of the Client;

- vi. Demand from the Client the payment of an amount equal to any Funds the Client used, but did not use in accordance with the OCI Funding Agreement;
 - vii. Demand from the Client the payment of an amount equal to any Funds OCI provided to the Client;
 - viii. Demand from the Client the payment of an amount equal to the costs OCI incurred or incurs to enforce its rights under the OCI Funding Agreement, including the costs of any records reviews and the costs it incurs to collect any amounts the Client owes to OCI; and
 - ix. Terminate the OCI Funding Agreement at any time, including immediately, without liability, penalty, or costs to OCI upon giving notice to the Client.
- c. If OCI provides the Client with an opportunity to remedy an event of default, OCI will give Notice to the Client of: (i) the particulars of the event of default; and (ii) the Notice Period.
 - d. If OCI provides the Client with an opportunity to remedy the event of default, and: (i) the Client does not remedy the event of default within the Notice Period; (ii) it becomes apparent to OCI that the Client cannot completely remedy the event of default within the Notice Period; or (iii) the Client is not proceeding to remedy the event of default in a way that is satisfactory to OCI,
 - e. OCI may extend the Notice Period, or initiate any one or more of the actions provided for in this section.
 - f. Termination by OCI will take effect as provided for in the Notice.
26. **Debt Due.**
- a. If at any time OCI provides Funds in excess of the amount to which the Client is entitled under the OCI Funding Agreement, OCI may:
 - i. deduct an amount equal to the excess Funds from any further instalments of Funds; or
 - ii. demand that the Client pay to OCI an amount equal to the excess Funds.
 - b. If, pursuant to the OCI Funding Agreement:
 - i. OCI demands from the Client the payment of any Funds, an amount equal to any Funds or any other amounts owing under the OCI Funding Agreement; or
 - ii. The Client owes to OCI any Funds, an amount equal to any Funds or any other amounts owing under the OCI Funding Agreement, whether or not OCI has demanded their payment, such amounts will be deemed to be debts due and owing to OCI by the Client, and the Client will pay the amounts to OCI immediately, unless OCI directs otherwise.
 - c. do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the OCI Funding Agreement to their full extent.
27. **Funds Upon Expiry.** Upon expiry of the OCI Funding Agreement, the Client will pay to OCI any Funds remaining in its possession, under its control, or both.
28. **Further Assurances.** The Client will:
- a. provide such further assurances as OCI may request from time to time with respect to any matter to which the OCI Funding Agreement pertains; and
 - b. do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the OCI Funding Agreement to their full extent.
29. **Joint and Several Liability.** Where the Client comprises more than one entity, each entity will be jointly and severally liable to OCI for the fulfillment of the obligations of the Client under the OCI Funding Agreement.

30. **Rights and Remedies Cumulative** The rights and remedies of OCI under the OCI Funding Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.
31. **Failure to Comply with Other Agreements** If the Client: (a) has failed to comply with any term, condition, or obligation under any other agreement with His Majesty the King in right of Ontario or one of His agencies; (b) has been provided with notice of such failure in accordance with the requirements of such other agreement; (c) has, if applicable, failed to rectify such failure in accordance with the requirements of such other agreement; and (d) such failure is continuing, OCI may suspend the payment of Funds for such period as OCI determines appropriate.
32. **Force Majeure.** In the event that any Party is prevented or delayed from fulfilling any of its obligations herein by Acts of God, war, terrorism, strikes, riots, storms, fires, floods, epidemics, governmental orders or governmental restrictions, then that Party will be excused from such performance to the extent that it is necessarily prevented or delayed during the continuance of such happening or event, but financial payment obligations which have accrued prior to, or after, such cause will not be so excused.
33. **Counterparts.** This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. For all purposes of this Agreement and all other documents contemplated hereby, the signature of any Party, evidenced by a telecopy showing such signature or other electronically transmitted version of such signature (including by way of PDF), shall constitute conclusive proof for all purposes of the signature of such Party to such document, to the same extent and in all respects as a copy of such document showing the original signature of such Party.

SCHEDULE "C" APPLICATION SUMMARY

Application Information

Applicant: Teresa Quinlin-Murphy-The Corporation of the Town of Pelham	Application Number: 38775
Application Type	OVIN EV ChargeOn
Application Title	Enhancing Infrastructure in Pelham: Installing EV Chargers at Fenwicks Centennial Park
Total Duration(Months)	6
Project Partner(s)	The Corporation of the Town of Pelham
Academic Institution	Not Applicable

Project Finance Summary

OCI Contribution	\$149,830
Total Partners Cash	\$49,943
Total Partners In-Kind	0
Total Other	\$4,500
Total Project Value	\$204,274

Summary of Proposal for Public release

Through this project, the Town of Pelham will double the number of Level 3 EV Chargers within the municipality through the addition of two new chargers at Centennial Park. Key benefits of installing EV chargers at this priority location include increased public awareness of EV charging, access for workplace employees, access for light-duty fleet vehicles owned by the municipality, and community and public use within the municipality. Centennial Park, located in Fenwick, serves thousands of visitors annually as a hub for community events, outdoor recreation, organized sports, and tournaments. The space boasts a multi-use court for basketball, ball hockey and tennis. There are also six pickleball courts, two soccer fields, several baseball fields and a batting cage that attract players of all ages and their families. The recent addition of a splash pad has also significantly increased the number of families and young children who utilize the space. Local service clubs also utilize the park for events, including a weekly fish fry and an annual carnival, creating a high demand for EV Charger availability.

The Town of Pelham's Strategic Plan includes a mission of "a caring, active, and sustainable community," with one of the key pillars of the 2023-2027 Strategic Plan being "environmental and climate adaptation," with the installation of EV chargers as a priority action item. This project also aligns with the Town of Pelham Climate Adaptation Plan, which identifies the reduction of greenhouse gases and creation of green initiatives that support alternate forms of transportation as key priorities.

Application Number: **38775**

SCHEDULE D EV ChargeON Program Guide
In the following page

Ontario's

Electric Vehicle (EV)

ChargeON

Program Guide

2025-2026

Electric Vehicle ChargeON Program

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Electric Vehicle ChargeON Program

1 PROGRAM OVERVIEW

1.1 EV ChargeON Program

The EV ChargeON Program (“Program” or “EV ChargeON”) supports the installation of public electric vehicle (EV) charging stations in Ontario communities. The Program aims to improve network coverage of EV chargers to reduce range anxiety by filling existing gaps and supporting long-distance travel.

EV ChargeON is a competitive, application-based grant program offering 25-75% of capital funding through post-construction rebates. The Program is open to eligible public and private sector applicants. The terms and expressions capitalized throughout this Program Guide are defined in Appendix A.

1.2 Program Management and Administration

The Ontario Ministry of Transportation leads overall EV ChargeON program management and funding. The Ontario Centre of Innovation (OCI), through the Ontario Vehicle Innovation Network (OVIN) program, will administer the program and issue funding to successful Applicants on behalf of the Ministry. Proponents should contact OVINCharge@oc-innovation.ca for program inquiries.

1.3 The Program Guide

This Guide provides information on the EV ChargeON program. The Guide may be updated or modified at any time by OVIN and applicants are strongly encouraged to access the Guide from <https://www.ovinhub.ca/programs/evchargeon/> to ensure they are referring to the latest version.

Nothing in this Guide shall be construed as a contractual offer by OVIN. No contractual relationship exists between OVIN and a Program participant by virtue of this Guide and, without any limitation upon the foregoing, OVIN explicitly rejects all contractual obligations arising out of and in respect of this Guide and EV ChargeON.

The Guide should be reviewed before applying to the Program to ensure that all requirements are understood and fulfilled.

Successful applicants will be required to enter into a contractual agreement (“Agreement”) with OVIN to outline all obligations of the respective parties, including, but not limited to, the provision of EV ChargeON funds to the successful applicants by OVIN.

1.4 How to Participate in the Program

To participate in the Program, Applicants must meet the Program terms and conditions, including the eligibility criteria, set out in this Program Guide and Agreement. Applicants must apply online through AccessOCI. Begin by completing the client intake form. An OCI Business Development Manager (BDM) or Sector Lead (SL) will respond directly to clients to confirm eligibility and invite you to submit the Full Application in AccessOCI. Applications must be endorsed by a BDM/SL prior to final submission.

Electric Vehicle ChargeON Program

Recipients will be sent an Agreement confirming the approved Project and Program Funds. Approved Projects must be completed within 12 months from the date of the receipt of the Agreement. After completion, Recipients will submit a Project Completion Report and applicable invoices to OVIN for review. When the Project Completion Report is approved, OVIN will release the approved Program Funds.

1.5 Contact Us

For questions regarding Program requirements or eligibility, contact:
OVINCharge@oc-innovation.ca

1.6 Key Dates and Project Timelines

Date	Activity
October 15, 2025	EV ChargeON Program Guide is published.
November 3, 2025	Application period opens.
December 15, 2025	Application period closes at 5:00 p.m. EST.
Winter 2026	OVIN reviews and evaluates Applications.
April 1, 2026	Applicants are notified of the evaluation results. Recipients receive an Agreement.
Spring 2026	Recipient returns to OVIN a signed copy of the Agreement.
At 6 months from Agreement	OVIN outreach to Recipients for progress updates on approved Projects.
Up to 12 months from Agreement	Recipients have up to 12 months from receipt of Agreement date to complete installation and operationalize their approved EV charger(s). Recipients submit Project Completion Report to OVIN. OVIN reviews and, subject to compliance with Program requirements, releases Project Funds.
Five years following Project Completion	Recipients submit Annual Usage Reports to OVIN showing the usage data for the previous 12 months, starting on or about the first anniversary of Project Completion Date for a five-year period.

2 ELIGIBILITY CRITERIA

2.1 Eligible Applicants

Both public and private sector entities (i.e., legal entities incorporated or registered in Ontario) are eligible to participate in the EV ChargeON Program.

Electric Vehicle ChargeON Program

To be eligible for the Program an Applicant must be:

- the current property owner (property owners can designate an agent to apply on their behalf), or, provide proof of access to the site, or, if the site is located in an Indigenous community, provide written evidence of Band Council support to install and operate/maintain the charging infrastructure for a minimum five-year period; and,
- a business¹, not-for-profit corporation, municipality, Indigenous community, Indigenous organization, or broader public sector organization (e.g., hospitals, universities, colleges, school boards) located and operating in Ontario.

For greater clarity, the following entities are **not** eligible to apply under this Program:

- Individuals;
- Federal, provincial or territorial governments, and their respective ministries, departments, entities, agencies, and Crown corporations.

¹ For the purposes of this Program, an Indigenous business is at least 51% owned and controlled by an Indigenous person(s). An Indigenous business can be sole proprietorship, limited company, co-operative, partnership, or not-for-profit organization.

2.2 Eligible Project Locations

EV chargers that cannot be used by the general public are ineligible for this Program. Projects must be located in the province of Ontario to apply.

Sites approved for funding as part of the initial intake of EV ChargeON (2023/2024) are ineligible for funding support as part of this intake.

2.3 Site, Infrastructure, and Project Requirements

A Site may include Level 2 Charging Stations, Level 3 Charging Stations, or a combination of the two, if the following requirements are met. Table 2.3 identifies site and project requirements to be considered eligible for Program funding:

Category	Requirements
Number of Level 2 Ports	<ul style="list-style-type: none"> • Level 2: Minimum four Level 2 Ports per Site.
Number of Level 3 Ports	<ul style="list-style-type: none"> • Level 3: Minimum one Level 3 Port if co-located with a Level 2 Port. Minimum two Level 3 Ports if not co-located with Level 2 Port(s). • To provide redundancy to the Site, Tandem Installations are required to meet these minimums (i.e., a single Multi-Port Charger on its own does not fulfill the minimum requirements for Level 3 Ports). <ul style="list-style-type: none"> • If there is another public Level 3 Charger within 2 km of the proposed Site³, this redundancy requirement does not apply (i.e., a single Multi-Port Charger is acceptable).

Electric Vehicle ChargeON Program

Installation	<ul style="list-style-type: none"> • Commitment to performing work in accordance with local and provincial codes (e.g., AODA, building, electrical, zoning, parking, environmental). • Installed by a licenced electrical contractor in compliance with the Ontario Electrical Safety Code. • Not replacing an existing charger.
Chargers	<ul style="list-style-type: none"> • For reimbursement, equipment must be purchased and installed within the Eligible Expenditure Period, which begins on the Agreement execution date and ends 12 months thereafter. • Permanent hard-wired installation (mounted or fixed). • Certified for use in Canada (e.g., CSA, UL, Intertek (ETL) and be commercially available. • Remain operational for a minimum of five years or be replaced with a charger of equal or higher output that remains operational for five years from the date of the original project installation.
Lighting and Site Visibility	<ul style="list-style-type: none"> • The Site must be visible from the nearest public roadway and has/will have adequate lighting for evening usage. Applicants are required to submit a site plan illustrating proximity to the road and lighting. Applications without a submitted site plan will be deemed incomplete and ineligible for funding. Appendix H provides requirements and guidance on submitting a site plan.
Signage and Wayfinding	<ul style="list-style-type: none"> • Site will have the following minimum signage requirements, including signage stating hours of operation, if applicable: Permanent signage identifying each dedicated EV parking space must comply with R.R.O. 1990, Reg. 615, s. 27.1 (as enacted by O. Reg. 462/20) and any applicable municipal by-laws, and adequate wayfinding signage to direct drivers to Site from parking lot entrance and/or the nearest street; and signage identifying station terms of use including hours/dates of operation, if applicable.
Parking	<ul style="list-style-type: none"> • One dedicated parking space per port for EV parking/charging only.
Payment Standards	<ul style="list-style-type: none"> • If payment is required, include at least one method of payment that does not require a charging network account, membership or app.
Accessibility	<ul style="list-style-type: none"> • Comply with the <i>Accessibility for Ontarians with Disabilities Act, 2005</i>, its standards, and requirements of local codes and regulations.
Operations and Maintenance	<ul style="list-style-type: none"> • Applicants will be required to submit completed Appendix E, Operations and Maintenance Plan template.
Budget	<ul style="list-style-type: none"> • Applicants will be required to submit completed Appendix G, Project Budget template and supporting cost estimates / quotes for outlined project expenditures.
Proof of Secure Funding	<ul style="list-style-type: none"> • Funding required to build and operate the project shall be secured.

Electric Vehicle ChargeON Program

Five Year Operations Requirement	<ul style="list-style-type: none"> Chargers must not be sold, leased, or otherwise disposed of within five years following the project completion date.
Insurance Requirement	<ul style="list-style-type: none"> If Project is selected to receive funding, the Recipients must abide by insurance requirements as identified in the Agreement.

² Defined using 2021 Statistic Canada Census Subdivision data.

³ Refer to the Government of Canada’s [Zero-emission vehicle charging stations locator \(canada.ca\)](https://www.canada.ca/en/transportation/zero-emission-vehicle-charging-stations-locator)

2.4 Eligible Expenditures

EV ChargeON will reimburse only eligible expenditures incurred during the approved Eligible Expenditure Period (commencing on the date Agreement is executed for twelve months). Applicants must also report all ineligible expenses as part of the Total Project Cost (TPC). TPC reporting is necessary for program oversight, transparency, and to enforce stacking rules (ensuring the total share of public funding does not exceed permitted limits).

Applicants are responsible for securing financing for 100% of the TPC. EV ChargeON will reimburse its share of eligible costs once proof of expenditure is submitted and verified.

Eligible expenses + ineligible expenses = Total project cost (TPC)

Projects are reimbursed for a percentage of eligible expenses, not total project cost.

Eligible Expenses and Documentation Requirements

Eligible expenditures must be directly related to and necessary for project delivery. Examples include:

- Capital expenses: Charging equipment, battery energy storage, networking hardware, site preparation and finishing.
- Professional services (external): Engineering, design, project management consultants, technical specialists.
- Rental or leasing costs for construction: Equipment necessary for project implementation.
- Licences and permits: Municipal, provincial, or federal permits and approvals.
- Environmental assessments and authorizations: Studies, impact statements, or consultations required for compliance.

Required documentation to submit upon project completion:

- Paid invoices and itemized receipts (quotes are not valid).
- Proof of payment (e.g., cleared cheques, EFT confirmation, credit/debit slips).

Electric Vehicle ChargeON Program

- Contracts or agreements for professional services.

Ineligible Expenses

Expenses not eligible for reimbursement but that must still be reported in TPC include:

- Salaries and benefits.
- Commissions, bonuses, or overtime payments.
- Overhead and administrative expenses (rent, utilities, memberships, office costs).
- GST, PST, HST, or other refundable/creditable taxes.
- Legal fees not directly reimbursable.
- Accessory capital costs not directly tied to EV charging infrastructure.
- Financing costs and interest charges.
- Expenditures for abandoned or cancelled projects.
- In-kind support.

Expenses not eligible for reimbursement but that should NOT be reported in TPC:

- Ongoing operating costs (electricity, networking fees, subscriptions, maintenance).

3 FUNDING OVERVIEW

3.1 Maximum Provincial Funding Contribution

The Ministry's contribution through this Program will be limited to a maximum of **one million dollars (\$1,000,000) per Project**. A single Applicant may submit multiple Applications where the total value of all Projects exceeds one million dollars. OVIN reserves the right to cap the number of approved Projects per Applicant.

Financial support is based on the total amount of funds available for the Program and the Program timeframe. Recipients are responsible for funding any cost overruns related to their Project.

The per-Project contribution depends on the location of the infrastructure and type of Applicant, up to the maximum amounts in the following table. Northern Ontario funding boundaries are shown in section 3.2.:

Maximum Funding by Applicant and Location:

Electric Vehicle ChargeON Program

	Northern Ontario	Rest of Ontario	Sites open less than 24/7/365
Indigenous Community or Business	75%	75%	25%
Municipalities with populations below 170k			
Businesses, not for profit corporations, and broader public sector		50%	
Municipalities with populations above 170k			
Maximum funding of \$1 million per project Stacking with other funding is allowed			

3.2 Funding Map Breakdown of Northern Ontario Region

For the purposes of Program funding, Northern Ontario is defined by the Ministry of Transportation’s Regional Boundaries of Northeastern and Northwestern Ontario. An interactive map showing regional boundaries is available at

<https://www.ovinhub.ca/programs/evchargeon/>.

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3.3 Stacking of Government Funds

During the application process and following the signing of an Agreement, Applicants will be required to disclose all Project funding sources continuously until the Project is completed. This includes contributions from other federal and provincial governments and

Electric Vehicle ChargeON Program

industry sources, whether that funding is firm or still in negotiations.

The EV ChargeON Program allows Applicants to “stack” other government (federal or provincial) funds. Total funding from federal and provincial levels of government cannot exceed 75% of Total Project Costs for *businesses*. For all other Applicant types, including Indigenous businesses, the stacking limit is 90% of Total Project Costs.

If the proposed total federal and provincial government assistance exceeds the stacking limits set out above, Ontario reserves the right to reduce its contribution to the Project until the stacking assistance limit is met.

4 APPLICATION AND EVALUATION

4.1 Applications Per Site

Sites can have multiple Charging Stations, and an Applicant can submit multiple Applications. Total funding provided to the Project shall not exceed one million dollars per project regardless of number of sites comprising the Project.

A Project including multiple Sites shall seek to achieve an overall shared objective through numerous Sites. For example, a Project may have multiple Sites along a highway corridor to fill a continuous gap in a specific region. Another example would be a municipality applying for one Project to achieve their public EV charging goals including multiple sites.

4.2 Mandatory Documentation for Project Eligibility

In addition to the requirements identified in Table 2.3, accompanying an Application Form and attachment templates, Applicants must submit documentation to confirm the validity of Project details, establish property ownership or access to the Site, or Band Council support for the Project, and demonstrate the merit of their proposed Project:

- **Proof of property ownership:** If the Applicant is the owner of the Site, provide proof of ownership by including a copy of at least one of the following: Title deed; most recent property tax assessment roll; or mortgage documentation.
- **Proof of access to Site:** If the Applicant is not the owner of the Site, provide proof of access to the Site indicating the name of the parties, duration, civic addresses and the responsibilities of both parties by including a copy of at least one of the following: lease agreement; legal agreement; or, if a lease does not include the authorization to install or build on site for the intended use, a completed Site Access Verification Form (Appendix B with assurance that the construction/installation of the infrastructure is authorized by the property owner.
- **Band Council support:** If the proposed Site is located on reserve, provide written evidence of Band Council support for the proposed Project.
- **Proof of incorporation (business Applicants only):** Provide a copy of the certificate or articles of incorporation issued by the applicable provincial, territorial, or federal authority, or another legally recognized document

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confirming the Applicant's corporate status.

- **Proof of funds:** Confirmation of Contribution from the Applicant ([Appendix C](#)) and/or Funding from Other Contributors ([Appendix D](#)).
- **Site Plan:** Illustrated plan showing location of proposed chargers on the site, proximity to adjacent streets / roadways, and existing or proposed lighting ([Appendix H](#)).

AccessOCI will not accept Applications where mandatory fields and templates are not complete or mandatory documentation is not attached.

4.3 Project Evaluation

Recipients will be determined based on eligibility and project strength based on program priorities. A proposed allocation of available funds will be determined following a comprehensive evaluation by OVIN.

Each Project proposal will be reviewed for completeness and assessed against eligibility criteria as identified in Section 2.3. Applications that meet the eligibility requirements will be scored based on their location based on current and forecasted charger needs across Ontario and subsequently evaluated, rated, and ranked against criteria for various project features relating to technology, user experience, and site amenities. ([Section 5](#)).

The final decision on successful projects is subject to the discretion of the Ministry.

5 MERIT CRITERIA

Projects will be scored on the following criteria:

a) Geographic Location

Projects will be categorized by the following two classifications and scored accordingly using separate geospatial mapping tools that score areas according to currently available charging infrastructure and expected charging needs. The two areas of focus are:

- **Public Corridor Charging:** refers to EV charging needs of those travelling longer distances on highways and major roads. The objective is to ensure that EV drivers can travel over the majority of Ontario's road network connecting communities in an EV without being limited on vehicle range. Priority areas for projects in this category are identified on the EV Charging Planning maps within 1.6km of major roads based on criteria such as traffic, expected EV adoption, and distance between chargers. Corridor charging will be met primarily by DCFC charging. Projects will be scored using [Natural Resources Canada's Electric Vehicle Charging Planning](#) map and corresponding area priority rating scale.
- **Public Community Charging:** refers to EV charging needs of local communities which are served publicly by accessible chargers. The objective of projects in this category is to serve charging needs of local residents, businesses, and visitors who require public

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charging close to where they live, work, or visit, and lack access to private charging. Priority areas for projects in this category will be located within the boundaries of a ‘community’ and further than 1.6km away from a highway. Priority areas for this category are scored based on proximity to nearby chargers, neighbouring traffic volume, population density, and access to home charging opportunities. Community charging needs will be met with a combination of L2 and DCFC chargers, depending on the mix of parking habits and distances travelled by EV drivers.

b) Category

Category	Evaluation Approach
Geographic Location	<ul style="list-style-type: none"> Scoring based on their alignment with priority areas, including as shown in NRCan’s Electric Vehicle Charging Corridor Planning map.

i) Additional Project Characteristics and Evaluation Approach

The following characteristics will be used to assess, rate, and rank projects to recommend for funding (see Appendix I for more details).

Category	Evaluation Approach
Charger Technology	Points are awarded for projects that provide multiple connector types, use battery energy storage systems, incorporate demand management systems, and technology that is Made in Canada, whereby 51% of direct costs are Canadian, and the product must still undergo its final substantial manufacturing in Canada.
User amenities and safety	Points are awarded for sites that provide useful amenities for the user group(s) they are serving and for providing safety features such as monitored cameras, security staff/patrols, environmental protection from elements.
Uptime targets and Performance Monitoring	Points will be awarded for stations that will have operations and maintenance programs in place to optimize the uptime of each port and to maximize the output of ports to match vehicle charging speeds.
Future Proofing - Expansion Potential	Applicant has described how location can be expanded to accommodate more charging stations in the future and/or upgraded to faster charging. Answers could include site characteristics (site footprint, availability of utilities, installation of 3 phase power when not required, installing extra conduits).
Turnover incentives	Points will be awarded for sites that promote users to only use vehicle spaces while they are actively charging.

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Washroom Access	Points are awarded for washroom access.
Site Design	Points will be awarded for sites incorporating the following elements: <ul style="list-style-type: none"> • At least one pull-through parking space to allow vehicles with trailers • Additional protective / security features beyond bollards • Additional accessibility features above AODA requirements
Work Plan	Applicants that submit completed Appendix F, Work Plan template will be awarded points for completion.

6 REPORTING REQUIREMENTS

An Agreement will be provided to Recipients, confirming the approved Project and Program Funds. Recipients commit to providing reports that detail the completion of the Project, and the details of annual usage of the Charging Stations for five years following the Project Completion Date.

6.1 Funding Agreement

The Agreement will outline the terms and conditions that the Recipient accepts, and a signed copy of the Agreement will be returned to OVIN. The following documentation, by applicant type, must accompany the Agreement when it is resubmitted to OVIN.

Documentation by Applicant Type

Applicant Type	Mandatory documentation required with Agreement
Municipalities	<ol style="list-style-type: none"> 1. Council Resolution 2. Enabling By-law 3. Certificate of Insurance
Indigenous Communities and Indigenous Organizations	<p>One of the following that confirms support for the Project:</p> <ol style="list-style-type: none"> 1. Band Council Resolution; 2. Political Territorial Organization Resolution 3. Tribal Council Resolution; 4. Métis Community Council Resolution; 5. Provincial Council of the Métis Nation of Ontario (PCMNO) Resolution; 6. Letter of Support from Chief, Band Council, Political Territorial Organization, Tribal Council, or Leader from an Indigenous Organization.

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Indigenous Businesses	<p>One of the following that confirms Indigenous status of the business owner:</p> <ol style="list-style-type: none"> 1. Indigenous Business Directory (IBD) 2. Canadian Council for Aboriginal Business (CCAB) – Certified Aboriginal Business (CAB) 3. Indian registration in Canada 4. Membership in an affiliate of the Métis National Council 5. Acceptance as an Indigenous person by an established Indigenous community 6. Enrolment or entitlement to be enrolled in a comprehensive land claim agreement
Businesses	N/A
Broader Public Sector	Written confirmation of Board of Directors support for the Project, including reference to Site location
Not-for-Profit Corporation	Written confirmation of Board of Directors support for the Project, including reference to Site location

6.2 Project Completion Report

Following installation and operationalization of approved EV Chargers, Recipients will be required to submit a Project Completion Report to OVIN via email to OVINCharge@oc-innovation.ca for program inquiries.

A project is considered operational when the charger conforms with up-time percentage as identified in the site Operations and Maintenance Plan. If a Recipient changes or is unable to complete a Site as described in an Application, or in the event there are any material changes to the information contained in the Application, they must notify OVIN as soon as possible.

Project Completion Reports are due within 12 months of the Agreement date. All Project Completion Reports must include the following information:

- Itemized financial report showing all eligible and ineligible expenses.
- Receipts and invoices for all expenditures that count towards the total project cost (e.g., equipment, installation, etc.)
- Final Charging Station purchase agreements
- Verification of network connectivity
- Site photos depicting the operational Charging Stations, the required signage, and the Site conditions
- Two weeks of usage data for each Charging Station, including the number of charging sessions and kWh drawn
- Electrical Safety Authority certificate of final inspection

OVIN will review each report submitted to ensure that it is completed to OVIN's satisfaction and will contact the Recipient for any clarifications and missing information as

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needed. Subject to compliance with Program requirements, OVIN will release the approved Program Funds.

6.3 Annual Usage Report

Charging Stations that are funded by the Program must be operated for a minimum duration of five years after the Project Completion Date.

Recipients must submit Annual Usage Reports to OVIN showing the usage data covering the previous 12 months, starting on or about the first anniversary of each Site's Project Completion Date for a five-year period. This data should exclude any personal, and/or proprietary information.

The data collected and submitted to OVIN must be in spreadsheet (.xlsx, .xls, or .csv) format and include:

- The date, time and duration of each charging session, including which charger type (L2/L3) and connector type (CCS/NACS/CHAdeMO) was used;
- The kWh drawn for each charging session;
- The date, time, duration and reason of any service outages or degradation (slower charging speed of ports).
- Charger uptime.

At its discretion, OVIN may share this information at an anonymized and/or geographically aggregated level on public-facing dashboards or other platforms.

OVIN reserves the right to seek remedies if recipients fail to submit annual usage reports.

GENERAL

6.4 AccessOCI

AccessOCI is OVIN's application system for grant funding

6.5 Service Standards

OVIN and the Ministry are committed to upholding service standards to support adherence to project timelines and facilitate a positive applicant experience. The following standards will comprise each stage of the program:

- Acknowledge receipt of application and/or proposal within 5-8 business days.
- Provide funding decisions within 13-15 weeks from the end of the intake period.
- Send an agreement for review within 25-30 business days of issuing the Letter of Approval.
- Send payments within 25-30 business days of receipt of a duly completed and documented Project Completion Report.

6.6 Attribution of Provincial Funding

All written communications concerning the Agreement, and any approved Project will be prepared in a manner that supports the communications objectives and branding of both the

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Recipient and the Government of Ontario.

All public information material made by the Recipient concerning the Agreement and any approved Projects will clearly indicate that the approved Project is partially funded by the Government of Ontario.

6.7 Project Promotion

With respect to Project promotion:

- (a) The Recipient will inform OVIN of any promotional communication a minimum of 15 days before it takes place. The Recipient will also ensure recognition of the Province's contribution in annual reports, speeches or other opportunities, as appropriate.
- (b) The Recipient will share information promptly with OVIN on significant emerging media and stakeholder issues concerning the Agreement and any approved Project. OVIN will advise the Recipient, where appropriate, about media inquiries.
- (c) The Recipient and the Province reserve the right to refer to the Funding provided in their own separate, and non-EV ChargeON Program specific communications. Each commits to acknowledging the other's involvement in the EV ChargeON Program.
- (d) OVIN will inform the Province of promotional communication, significant emerging media and stakeholder issues as they are made aware by the Recipient.

6.8 Amendments to Agreement

Where Program Funds are provided to a Recipient under the Program, the Program Funds will be provided to the Recipient in accordance with the terms and conditions set out in an Agreement between the Recipient and OVIN.

The Agreement will be effective upon signing of the Agreement by both the Recipient and OVIN and will expire five years following the Project Completion Date, subject to extenuating circumstances.

6.9 Collection and Use of Information

OVIN will collect, use, and share an Applicant's documentation prepared in the administration of the Program for the purposes of assessing and reviewing the eligibility of the Applicant and the proposed Project. This information may be shared with:

- Other branches or Ministries of the Government of Ontario; and
- Other levels of government in Canada (e.g., Government of Canada).

The information may be shared with the parties mentioned above, or disclosed to third parties, for the purpose of:

- Determining the possible availability of funding for the Applicant's project under another program or initiative;
- Administration, including audit and evaluation of the Program; or

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- Audit, analysis and risk assessment of the Applicant or the Project.

The Ministry and/or OVIN may publicize a list of successful Projects, including a description of the Project, the name of the Recipient, the Project name and locations, and the amount of the contribution. This information may be used in:

- Website updates;
- Project funding announcements or other promotions; and
- In other government documents, including public reports on the progress of government initiatives.

The Applicant acknowledges that the information contained in an Application or submitted to OVIN in connection with the Program is subject to disclosure under the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F.31

6.10 Non-Compliance with the Terms and Conditions of an Agreement

If the Recipient fails to comply with the terms and conditions set forth in the Agreement, OVIN has the right to seek remedies, reduce the amount of funding approved to the Recipient, and/or terminate the Agreement.

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Appendices

Appendix A: Definitions

When used in this Guide or the associated Application Form, the words set out below that import the singular include the plural and vice versa.

AccessOCI is the Vendor's online application system and portal that will be used to administer the Program.

Applicant means a community or organization that submits an Application Form to the EV ChargeON program for the purpose of obtaining funds for a Project.

Application Form or Application means the form that eligible Applicants use to identify their public EV charger needs within eligible community locations.

A **Battery Energy Storage System** is a system that stores electrical energy in batteries for later use.

Charging Station or Charger means the equipment or device that supplies electricity to charge an electric vehicle. A charging station can have one or multiple charging connectors and may allow multiple vehicles to charge simultaneously. While there are three levels of charging, only Level 2 and Level 3 EV charging stations are eligible for this Program. "Level 2" represents a charging station with a 208 – 240 volt alternating current (AC); and "Level 3 / DC Fast Charger (DCFC)" represents a charging station with a high voltage, direct current (DC) - up to 480 volts.

Connector means what is plugged into a vehicle to charge it. Multiple connectors and connector types can be available on one port, but only one vehicle will charge at a time. Connectors are sometimes called plugs. Specific connector types include SAE J1772 (Level 2), CHAdeMO, CCS and NACS (Level 3).

A **Demand Management System** refers to technology that supports maximizing and controlling energy consumption associated with charging electric vehicles.

Electric Vehicle or "EV" means a vehicle propelled by an electric motor with a battery as the motor's energy storage device and using an external electricity source to recharge the battery. There are presently two types of vehicles considered EVs: Battery Electric Vehicles and Plug-In Hybrid Electric Vehicles.

Eligible Expenditure Period means the period starting on the date when an Agreement is issued and ending on the Project Completion Date.

EV ChargeON refers to Ontario's Electric Vehicle ChargeON Program.

Agreement means an agreement entered into between OVIN and a Recipient, that sets out the terms and conditions under which OVIN agrees to provide EV ChargeON Funds to the Recipient, including those under the Agreement, and any amendments to the Letter of Agreement. The Agreement is executed when it has been signed by both the Recipient and

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OVIN.

Guide means this Program Guide entitled “Electric Vehicle (EV) ChargeON Program”.

Hard-Wired means an EV charger that provides a dedicated electrical line from a circuit breaker to the desired charging location (i.e., is not plugged into a wall outlet).

Made in Canada refers to technology whereby 51% of direct costs to manufacture are Canadian and has undergone substantial completion in Canada.

Ministry means His Majesty the King in right of the Province of Ontario as represented by the Minister of Transportation for the Province of Ontario.

Multi-Port Charger means a single charger that can charge more than one vehicle simultaneously.

Program means Ontario’s Electric Vehicle (EV) ChargeON Program.

Program Funds or Funding or Funds means the money OVIN provides to a Recipient pursuant to an Agreement to be used strictly towards expenditures that are eligible for EV ChargeON reimbursement for a Project and in accordance with and as set out in the Agreement.

Project means an initiative to install EV Charger(s) described in the Application Form, including any modification to the project which has been received the prior written approval of OVIN. A project may have more than one Site, but Project sites must be located in the same general region and seek to achieve similar objectives. An applicant may only submit one Project per application form but may submit multiple application forms. Each Project has a total funding cap of \$1 million.

Project Completion Date means the date on which the Recipient provides OVIN with evidence (in the form of a Project Completion Report), satisfactory to OVIN, that the Project is complete and accessible to the public.

Project Completion Report means the report, including documentation showing proof of costs incurred and proof of completion, that the Recipient must submit to OVIN before receiving Program Funds.

Port provides power to charge only one vehicle at a time even though it may have multiple connectors. The unit that houses ports is sometimes called a charging post, which can have one or more ports.

Publicly Accessible means that a Charging Station is made available to the general public to use, regardless of whether it is publicly or privately owned or that it is built on publicly or privately owned private entity.

Site means the location (identified by civic address, web map pin, and latitude/longitude coordinates) where a Project is proposed for EV charger installation under the Program. A

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Project may be comprised of one or more Sites.

Recipient means an Applicant whose Project has been approved and who has received, signed and returned a Letter of Agreement to OVIN.

Tandem Installation – A project where more than one Level 3 Charger each possessing one port are installed at the same location. A Multi-Port Charger on its own is not considered a Tandem Installation.

Total Project Costs refers to the sum of total eligible costs plus ineligible costs. TPC reporting is necessary for program oversight, transparency, and to enforce stacking rules (ensuring the total share of public funding does not exceed permitted limits).

Projects are reimbursed for a percentage of eligible expenses, not total project cost.

Electric Vehicle ChargeON Program
Appendix B: Site Access Verification Form

Electric Vehicle (EV) ChargeON Program

Applicants to the EV ChargeON Program that do not own the property where the infrastructure is to be located, must provide OVIN with the assurance that the construction or installation of the infrastructure is authorized by the property owner for at least 5 years from the opening date of the station.

This form is to be completed by the property owner. OVIN reserves the right to require that the Applicant and property owner provide further information as required in order to review and approve the application.

(The Applicant)

Conditional upon the Ontario Centre of Innovation and the Applicant entering into an Agreement regarding the funding of the Project described in Electric Vehicle ChargeON Program Application Form, and in consideration of the benefits resulting from the property improvements that will accrue to

(The property owner)

from the implementation of such Project, the property owner hereby warrants that it is the owner of the land(s) at the following address(es):

and hereby authorizes the installation or construction of infrastructure on that property.

Property owner
(signature)

Property owner
(print name)

Sign Date

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Appendix C: Proof of Funding – Contribution from the Applicant

Electric Vehicle (EV) ChargeON Program

This form is to be completed by the Applicant for its financial contribution towards the Project.

Conditional upon the Ontario Centre of Innovation and the Applicant entering into an Agreement regarding the funding of the Project described in the Electric Vehicle ChargeON Program Application Form, I confirm that [redacted] will contribute the amount of [redacted] towards the Project at [redacted].

Name and Title
(please print)

Signature of Duly
Authorized
Financial Officer

Sign Date

Electric Vehicle ChargeON Program

Appendix D: Proof of Funding – Funding from Other Contributors

Electric Vehicle (EV) ChargeON Program

This form is to be completed by the funding partner for its financial contribution towards the Project.

Conditional upon the Ontario Centre of Innovation and [redacted] entering into an agreement regarding the funding of the Project described in the Electric Vehicle ChargeON Program Application Form, I confirm that [redacted] will contribute the amount of [redacted] towards the Project at [redacted].

Name and Title
(please print)

Signature of
Duly Authorized
Financial officer

Sign Date

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Appendix E: Operations and Maintenance Template

- I. List the procedures that will be implemented to ensure the site is accessible to users (e.g., free of obstructions, charger displays are clean and readable, snow and ice are removed, site is adequately lit, unauthorized vehicles are removed, instructions are clear, cleaning/disinfection of touch points, etc.)
- II. List the regular maintenance procedures that will be followed to ensure continued charger operation (e.g., maintenance contract with established contractor, extended warranty purchase, or list of regular maintenance tasks to be completed by staff or contractor(s), etc.)
- III. Incident Responses: complete the following table describing procedures and response times for charger-related incidents:

Incident	Resolution Procedure	Response Time
Device Failure		
Vehicle Impacts		
Tampering / Vandalism		
Graffiti		

- i) Note how you will notify the public in the event of charging failure
- ii) Note the insurance company with which you will insure chargers, and the type of coverage provided (e.g., Comprehensive, loss, liability, etc.)

IV. Please briefly describe how the ongoing electricity costs, including distribution rates, at the proposed site have been assessed and confirmed that these costs are feasible within the Project budget over the next five years (e.g., consultation with local LDC; review of historical and projected electricity rates; internal financial modelling).

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Appendix F: Work Plan Template

Provide and describe the list of key activities in a logical sequence, including timeline and/or duration of each, and descriptions where needed. Activities are the steps that will be taken to carry out the Project. Activities should be specific, measurable, realistic, and relevant.

The Project timeline must be clear and feasible, including permitting processes and the purchase, installation, and commissioning of major equipment. The Project timeline must show completion within 12 months from the date of the receipt of the Agreement.

Add more rows as needed.

No	Activities	Key Milestones	Initiation Date (mm/dd/yyyy)	Completion Date (mm/dd/yyyy)	Notes

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Appendix G: Budget

Schedule A: Project Budget

Instructions: Please fill in the grey cells. Please split cost into Base Cost and Taxes. Please estimate rebate of taxes in column I. Columns J and K are formulas that will calculate sub-totals and totals. Please refer to the program guide for clarification of eligible and ineligible expenses and definition of terms.

Part 1: Eligible Expenditures for EV ChargeON Reimbursement

Capital Expenses	# of Charger	Total # of Ports	Cost in Cdn \$ (excl. Tax)	Taxes	Estimated Tax reba	Net Cost	Sub-Total
Charge						\$ -	
L2						\$ -	
L3/DCFC						\$ -	
Other costs associated directly with charger acquisition						\$ -	\$ -
Other infrastructure			Cost in Cdn \$ (excl. Tax)	Taxes	Estimated Tax reba	Net Cost	Sub-Total
Structures						\$ -	
Pavements						\$ -	
Electrical Systems						\$ -	
Lighting						\$ -	
Signage						\$ -	
Other (describe)						\$ -	\$ -
Licences, Fees, Permits			Cost in Cdn \$ (excl. Tax)	Taxes	Estimated Tax reba	Net Cost	Sub-Total
Licenses						\$ -	
Permits/Fees						\$ -	\$ -
Professional Fees (please provide breakdown)			Cost in Cdn \$ (excl. Tax)	Taxes	Estimated Tax reba	Net Cost	Sub-Total
						\$ -	
						\$ -	
						\$ -	\$ -
Rental Fees for Installation Equipment (please provide breakdown)			Cost in Cdn \$ (excl. Tax)	Taxes	Estimated Tax reba	Net Cost	Sub-Total
						\$ -	
						\$ -	
						\$ -	\$ -
Environmental Assessment costs			Cost in Cdn \$ (excl. Tax)	Taxes	Estimated Tax reba	Net Cost	Sub-Total
						\$ -	\$ -
Total Eligible Expenses						\$	-

Part 2: Total Project Costs: Expenses only towards total project costs (Ineligible for EV ChargeON Reimbursement)

Salaries and benefits (Total)	Cost Cdn \$	Net Cost	Sub-Total				
		\$ -	\$ -				
Travel costs relating to the project delivery	Cost in Cdn \$ (excl. Tax)	Taxes	Estimated Tax reba	Net Cost	Sub-Total		
				\$ -	\$ -		
Overhead expenses	Cost in Cdn \$ (excl. Tax)	Taxes	Estimated Tax reba	Net Cost	Sub-Total		
				\$ -	\$ -		
In-kind support (please describe any in-kind support)	Cost in Cdn \$ (excl. Tax)	Taxes	Estimated Tax reba	Net Cost	Sub-Total		
				\$ -	\$ -		
Total Non-Eligible Expenses						\$	-

Total Project Costs	\$	-
----------------------------	----	---

Potential reimbursement of 25-75% of Eligible Ex \$ -

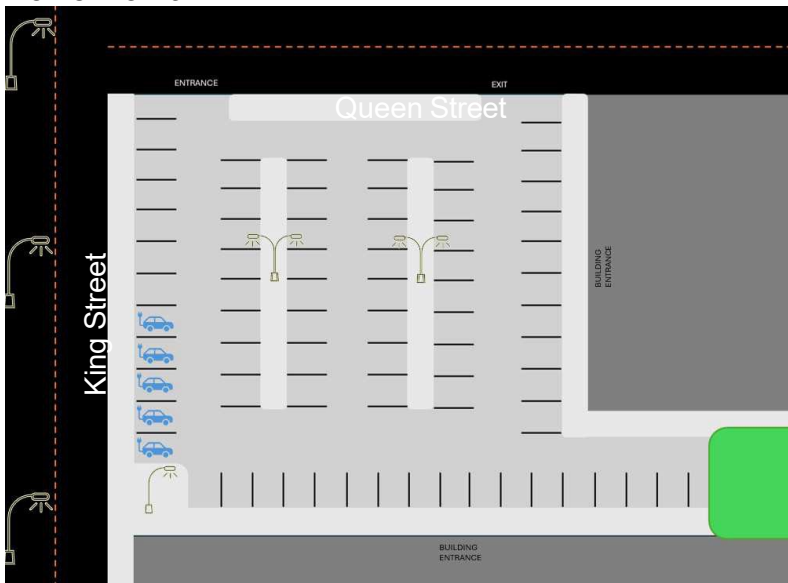
Electric Vehicle ChargeON Program Appendix H: Site Plan Requirements and Examples

All submitted site plans must show, at minimum, the following attributes:

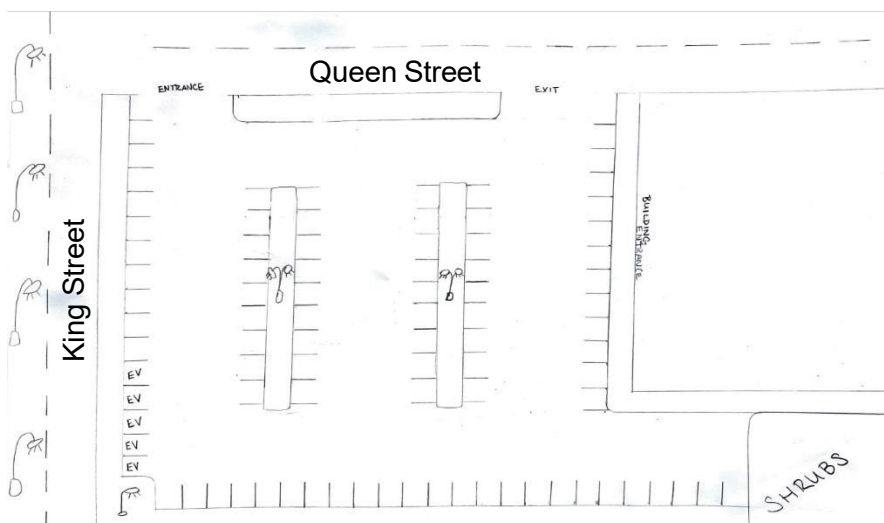
- Location of EV charging stations
- Location of lighting
- Entrance and Exit of Parking Lot
- Adjacent street / public right of way

Site plans do not have to be engineered drawings or completed by a design professional. The following examples show acceptable site plans created using PowerPoint and drawn by hand.

PowerPoint:



Hand-drawn:



Electric Vehicle ChargeON Program Appendix I: Project Characteristics Scoring Examples

(This table shows example scores for hypothetical sites and does not factor in a geographic score that accounts for 15% of the overall score)

	Hwy 401 – Napanee (≈90%)	Thunder Bay (≈75%)	Downtown Guelph (≈60%)	Orillia Grocery (≈25%)
Location	Highway corridor	Highway corridor	Community	Community
Hardware	6 DCFC; CCS + NACS; Made in Canada	4 DCFC; CCS + NACS; with BESS	4 DCFC; CCS only	1 DCFC + 2 L2; CCS only
Uptime	≥98%, O&M	≥95%, O&M	≥90%, O&M	85%, no O&M
Safety & Amenities	Cameras, lighting, tamper-proof	Lighting, bollards, tamper-proof (no cameras)	Cameras, lighting (no tamper-proof)	Lighting only
Future Proofing	Conduits to 12	Conduits to 6	None	None
Turnover	Fees + signage	Signage only	Signage only	None
Washrooms	Public, 24/7	Public, 24/7	Public, 06:00–23:00	With purchase, store hours
Accessibility	Above AODA	Baseline	Baseline	Baseline
Design	Pull-through	None	None	Pull-through
Work Plan	Submitted	Submitted	Submitted	Not submitted
Projected Score	≈90%	≈75%	≈60%	≈25%