

## Electric Vehicle Charging Station Host Application

### 1. Project Overview

Electric vehicles (EV) are becoming increasingly popular with more models on the market, better battery range, and more drivers switching from gas to electric. In support of local EV growth Newfoundland Power is planning to install 10 EV charging stations throughout Newfoundland Power's service territory. Concurrently, Newfoundland and Labrador Hydro is planning to install 9 EV charging stations throughout Hydro's service territory. This joint takeCHARGE project will support regional transportation connectivity, help reduce carbon emissions, and make Newfoundland and Labrador a more attractive destination for EV owners across the continent.

Additional EV charging stations will make owning an EV a more viable option for residents of Newfoundland and Labrador, ensuring that EV drivers can travel across the province. While EV battery capacity has increased in recent years and extended EV driving range, a variety of publicly available charging stations are needed to support local EV growth.

Newfoundland Power is requesting applications from prospective EV charging station hosts. Each charging station will have both a Direct Current Fast Charger (DCFC) and a Level 2 EV charger. The successful applicants will be required to sign a 10-year land lease agreement with Newfoundland Power. A sample Land Lease Agreement is available in Appendix C.

In order to meet project timelines, installation of charging stations will occur through the summer and fall, with estimated completion in late 2021.

**NOTE:** This project is contingent upon Newfoundland Power receiving regulatory and funding approvals. If for any reason these approvals are not obtained, this application process and project may be cancelled at any time and Newfoundland Power shall be under no obligation to offer an award of this project to any applicant.

### 2. Site Selection

Newfoundland Power is accepting applications from prospective EV charging station hosts in the following locations. The locations were determined based on the site of existing and planned charging stations across the province.

Location	Criteria
Bonavista	Located directly adjacent to a major route and no further than 150 m from a three phase distribution line
Cape Broyle / Ferryland	Located directly adjacent to a major route and no further than 150 m from a three phase distribution line
Carbonear	Located directly adjacent to a major route and no further than 150 m from a three phase distribution line
Lewisporte	Located directly adjacent to a major route and no further than 150 m from a three phase distribution line
Marystown	Located directly adjacent to a major route and no further than 150 m from a three phase distribution line
Port Rexton	Located directly adjacent to a major route and no further than 150 m from a three phase distribution line
Robinsons	Located directly adjacent to a major route and no further than 150 m from a three phase distribution line
St. John's	Located directly adjacent to a major route and no further than 150 m from a three phase distribution line
Saint Mary's	Located directly adjacent to a major route and no further than 150 m from a three phase distribution line
Trepassey	Located directly adjacent to a major route and no further than 150 m from a three phase distribution line

Close proximity to a three phase distribution line is required to ensure sufficient power supply for the charging station. If applicants are unfamiliar with their proximity to a three phase distribution line, they can confirm by emailing [ElectricVehicles@TakeChargeNL.ca](mailto:ElectricVehicles@TakeChargeNL.ca), prior to applying. Applications can also be submitted without confirmation of this requirement. All proposed sites will be assessed to confirm they meet this criteria.

### 3. Site Eligibility Criteria

In order for a site to be suitable, it must meet the following criteria:

- a) Be located no further than 150 meters from a three phase distribution line with sufficient excess capacity. Available excess capacity will be determined by Newfoundland Power.;
- b) Be located directly adjacent to a major route;
- c) Be visible and accessible from the road;
- d) Be large enough to allow for two designated parking spots for EVs (approximately 2.75 meters by 6 meters each); and
- e) Have ample land adjacent to the parking spots for equipment (approximately 4 meters by 10 meters long).

Parking spaces will be painted and designated for EV parking, and the adjacent land is for the installation of chargers, transformer and other associated infrastructure by Newfoundland Power. The below photo is an example of an EV charging station installed by Nova Scotia Power.



Example of EV Charging Station installed by Nova Scotia Power

In addition to confirming that each site meets the above requirements, Newfoundland Power will evaluate each proposed site to see that it meets the following criteria:

- a) Least cost option to Newfoundland Power for charging station installation;
- b) Have sufficient lighting at the site; and
- c) Have the ability to add signage at its location.

Prior to selecting successful applicants and finalizing any land lease agreements, Newfoundland Power will request that applicants confirm the following:

- a) Ability to move existing items that impede installation of the charging station;
- b) Ability to place hard surface for EV parking where gravel may exist;
- c) Maintain commercial general liability insurance with respect to the charging station in the amount of \$5,000,000;
- d) Provide sufficient snow and ice clearing of the EV parking spaces and equipment;
- e) Provide general maintenance of the area to keep it visually appealing. This would include lawn care, garbage removal and keeping it in a neat and tidy condition to allow vehicle access to the charging station.;
- f) Allow 24/7 public access to charging station; and
- g) Ability to notify Newfoundland Power when customers indicate issues/problems with the charging station.

#### **4. Land Lease Terms**

Successful applicants will be asked to enter a ten-year rental agreement with Newfoundland Power for the time period of April 1, 2021 to March 31, 2031, with the option to renew for a further term of ten years, on the same terms and conditions.

It is expected that investment in EV charging infrastructure will increase the number of EVs in Newfoundland and Labrador. Successful applicants may see increased traffic from EV owners who will be at their location for 0.5 to 1.0 hours or more while their EV charges. No compensation in the form of rent or otherwise will be paid to the landowners. Newfoundland Power makes no guarantees, representations or warranties in terms of increased traffic or customers to successful applicants as a result of the EV charging station installation.

The successful applicants will be responsible for any property taxes, assessments or local improvement charges as well as insurance on the property. Newfoundland Power will be

responsible for the cost of the charging station equipment, installation, charger maintenance and repairs, and electricity required to operate the charging stations.

The site must be ready for possession not later than April 1, 2021. Please see Appendix C for a sample Land Lease Agreement.

## 5. Application Process

An applicant can apply on one or more of the locations listed in Section 2. **For each proposed site, the forms in Appendix A and B must be completed.**

The following attachments are included in this application:

Appendix A – EV Charging Station Host Application

Appendix B – Letter of Intent

Appendix C – Sample Land Lease Agreement (subject to amendment following detailed discussions)

Appendix E – Standard EV charging station setups

### Important Application Information

1. Information about this application process can be found on the takeCHARGE website: [www.TakeChargeNL.ca](http://www.TakeChargeNL.ca).
2. The application process will open on November 23, 2020.
3. The application process will close at 4:00 p.m. Newfoundland island time on December 11, 2020. Applications received after this time will not be accepted.
4. Applications may be submitted:
  - a. By email to [ElectricVehicles@TakeChargeNL.ca](mailto:ElectricVehicles@TakeChargeNL.ca)
  - b. Faxed delivery, to 1-855-310-4785

Questions regarding the project or application process can be submitted by email to [ElectricVehicles@TakeChargeNL.ca](mailto:ElectricVehicles@TakeChargeNL.ca).



## 6. Project Milestones

The following table indicates milestone dates for this project. These dates may be modified by Newfoundland Power.

Project Milestones	Date
Application process open	November 23, 2020
Deadline to apply	December 11, 2020 4:00 p.m. Newfoundland local time
Application evaluation and application selection notification	December, 2020 / January, 2021
Land Lease Agreement completion date	February, 2021
Site possession	not later than April 1, 2021
Installation of EV charging stations	Spring and Fall 2021
Project completion	December 31, 2021

## APPENDIX A

### APPLICATION FORM

## ELECTRIC VEHICLE CHARGING STATION HOST APPLICATION

Applicant's Name: \_\_\_\_\_

Address of Proposed Property: \_\_\_\_\_

City/Town: \_\_\_\_\_

Number of Parking Spaces: \_\_\_\_\_

Size of Parking Spaces: \_\_\_\_\_

Size of Land Adjacent to Parking Spaces: \_\_\_\_\_

1. Please include Title Documents.
2. Please include a recent survey of your property.
3. Please identify a preferred location for the charging station on your property using a survey, map or Google image.

\_\_\_\_\_  
Applicant's Name (Please Print)

\_\_\_\_\_  
GST/HST Registration Number (if applicable)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Signer's Name (Please Print)

\_\_\_\_\_  
Witness

Dated at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ 2020.



## APPENDIX B

### LETTER OF INTENT

## LETTER OF INTENT

### Electric Vehicle Charging Station Host

The purpose of this letter is to signify the intent of the undersigned to engage in lease agreement discussions with Newfoundland Power Inc. ("Newfoundland Power") for the purpose of expanding the electric vehicle charging network.

\_\_\_\_\_ ("The Applicant"), is interested in hosting an electric vehicle charging station ("Site Host") at \_\_\_\_\_ (address).

The Applicant supports the development of an electric vehicle charging network in Newfoundland and Labrador and signifies its intent, as an in-kind contribution to Newfoundland Power, to grant a no-cost lease to Newfoundland Power for the installation, operation, and maintenance of electric vehicle fast charging infrastructure located at the address noted above for a period of 10 years, allowing Newfoundland Power access to the land for that period, with an option to renew prior to lease expiry. The Applicant also confirms that the proposed site will have 24 hour public access, and agrees to ensure day-to-day site maintenance, such as snow clearing, is complete to allow ease of access to charging infrastructure.

The Applicant understands that this project is conditional on Newfoundland Power obtaining funding approval and that Newfoundland Power shall be under no obligation to offer an award to any Applicant.

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## APPENDIX C

### SAMPLE LAND LEASE AGREEMENT

## SAMPLE LAND LEASE FOR ELECTRIC VEHICLE SUPPLY EQUIPMENT

This **LEASE** is entered into on the \_\_\_\_ day of \_\_\_\_\_, 2021

**BETWEEN:** **XXXXXXXXX**, operating as **XXXXXXXX**, a body corporate under the laws of the Province of Newfoundland and Labrador, having its registered office at **XXXXXXXX** in the Province of Newfoundland and Labrador, hereinafter called “the Lessor”

### OF THE FIRST PART

**AND** **NEWFOUNDLAND POWER INC.**  
a body corporate, organized and existing under the laws of Newfoundland and Labrador, and having its head office at St. John's, in the Province of Newfoundland and Labrador; hereinafter called “Newfoundland Power” or “the Lessee”

### OF THE SECOND PART

(Collectively referred to as the “Parties” and individually as a “Party”)

**WHEREAS** the Lessor is the registered owner of certain lands located at XXXXXXXX, Newfoundland and Labrador, and more fully described in Schedule “A” attached hereto, (the “Lands”);

**AND WHEREAS** the Lessor wishes to Lease a portion of the Lands to Newfoundland Power for the installation, operation, repair and maintenance of Electric Vehicle Supply Equipment (EVSE) as hereinafter defined; (the “Purpose”);

**AND WHEREAS** the Parties acknowledge that the opportunity for the Lessor to locate the EVSE on the Lands is of commercial value to the Lessor, and represents good and valuable consideration;

**NOW THEREFORE** in consideration of the mutual covenants and the premises herein, the Lessor hereby grants to Newfoundland Power a Lease to use a portion of the Lands to accommodate the installation, operation and maintenance of the EVSE, together with a right of access over the Lands for the purpose of access to and from the EVSE under the following terms and conditions:

## 1. Definitions

In this Lease and the recitals to this Lease:

**“Electric Vehicle Supply Equipment”** means and includes an Electric Vehicle Direct Current Fast Charger, Level 2 Charger and all supporting infrastructure and appurtenances.

**“Site”** means the portion of the Lands under Lease, being approximately 10 m x 10 m in size as more particularly shown on Schedule “B”.

**“EV Charging Network”** means Newfoundland Power’s charging network for electric vehicles (EVs) and is made up of standard Level 2 (240 volt) and fast charging (400 volt) stations located throughout Newfoundland and their supporting software applications.

## 2. Term

The Lease shall be for a term of 10 years from the date of execution (the “Initial Term”) and shall automatically renew thereafter, for ten (10) calendar years (“Renewal Term”) unless the Lessee provides one-hundred and twenty (120) days written notice prior to the end of the Initial Term that it wishes to terminate this Agreement. Any Renewal Term will be on the same terms and conditions as set out herein.

## 3. Purpose

The Site shall be used by the Lessee for the sole purpose of installing, operating and maintaining the EVSE, together with a right of access over the Lands for the purpose of access to and from the EVSE.

## 4. Lessor Obligations

- a. Despite Paragraph 5(b) the Lessor or its agent shall be responsible for property services with respect to the Site including, but not limited to, providing adequate snow removal, lawn maintenance, garbage removal and in the area of the Site and EVSE sufficient to allow vehicle access for charging purposes, at the same frequency as it provides for snow removal and lawn care for its own operations on the Lands. The Lessor shall also be responsible (at least annually) for maintaining the appearance and colour of the painted surface of the Site’s parking spaces once completed by the Lessee.

- b. The Lessor warrants the quiet enjoyment of the Site by the Lessee for the purposes as set out in this Lease.
- c. That the Lessor shall remain responsible for all costs, expenses, fines, and penalties arising from hazardous waste, hazardous materials, environmental dangers, and environmental damage present prior to the Lessee occupying the Lands and that occur as a result of the negligence, action or inaction of the Lessor, its employees, agents, or assigns.
- d. The Lessor shall maintain commercial general liability insurance with respect to the EVSE in the amount of \$5,000,000 in accordance with terms and conditions of this Lease.
- e. The Lessor shall provide a waiver of subrogation to the Lessee, and the Lessee shall be added to the Lessor's commercial general liability insurance as an additional insured.

## **5. Lessee Obligations**

- a. No rent shall be payable by the Lessee during the term.
- b. During the term of the Lease, the Lessee shall have sole responsibility for the installation, operation, insurance, maintenance of the EVSE and the Site, including all costs associated therewith, unless otherwise specified in this Lease. This responsibility shall include any signage and additional lighting requirements related to the installation, operation, and maintenance of the EVSE and Site.
- c. The Lessee shall be responsible for acquiring all necessary permits and shall install, maintain and operate the EVSE in accordance with good utility practice and applicable laws.
- d. The Lessee shall brand and determine the appearance of the EVSE and the Site. Any promotion or publicity with respect to the Site or the EVSE or the EV Charging Network by the Lessor shall be subject to the prior written approval of the Lessee.
- e. The Lessor agrees to allow Newfoundland Power to disclose the participation of the Lessor in the EV Charging Network by way of public announcements or inclusion of the Lessor's name and address on Newfoundland Power and takeCHARGE's websites. Newfoundland



Power will not, without the Lessor's express prior written consent use the Lessor's logos, trademarks, trade names, service marks, or other marks of the Lessor and its affiliates. The

Lessor will not, without Newfoundland Power's express prior written permission or direction, use in advertising, promotion, or otherwise, any trade name, trademark, trade device, service mark, symbol, code, or specification or any abbreviation, contraction, or simulation thereof of Newfoundland Power nor shall the Lessor claim ownership therein.

- f. The Lessee shall maintain commercial general liability insurance with respect to the installation, operation and maintenance of the EVSE in the amount of \$5,000,000 in accordance with terms and conditions of this Lease.
- g. The Lessee shall maintain the Site in good repair.
- h. The Lessee shall comply with all laws.
- i. The Lessee shall deliver vacant possession of the Site upon termination of the Lease.
- j. The Lessee shall conduct its business in a reputable manner.

## **6. Ownership**

The EVSE shall be owned exclusively by the Lessee.

## **7. Damage**

Damage to the EVSE shall be at the risk of the Lessee, except that the Lessor shall be responsible where such damage is caused by the negligence of the Lessor, or its agents, as the case may be.

## **8. Indemnification**

Newfoundland Power shall indemnify and save harmless the Lessor from and against any claims, losses, damages, demands or actions arising out of any breach, violation or non-performance of any covenants or conditions in this Agreement required to be fulfilled, observed, and performed by Newfoundland Power.

The Lessor shall indemnify and save harmless Newfoundland Power from and against any claims, losses, damages, demands or actions arising out of any breach, violation or non-performance of

any covenants or conditions in this Agreement required to be fulfilled, observed, and performed by the Lessor.

## 9. Termination

- a. This Lease may not be terminated by the Lessor during the Initial Term of the Lease unless the Lessee has committed a breach of a material term or condition of the Lease which the Lessee has not rectified within 30 days of receiving written notice from the Lessor of such breach.
- b. The Lessee may terminate the Lease at its sole discretion.
- c. Where the Lessee terminates the Lease, it shall be responsible for restoring the Site as close to the pre-Lease state, as is reasonably practicable in the circumstances.

## 10. Access

- a. This Lease includes a right of access over the remainder of the Lands which allows the Lessee and its agents uninterrupted access to the EVSE and the Site for the purpose of operation, inspection, maintenance and repair, and which allows members of the public uninterrupted access to the EVSE for charging purposes, 24 hours a day, 7 days a week.
- b. The Lessor shall not be responsible for damages caused by an interruption in access as provided for in clause 10. a. when the interruption is due to fires, strikes, floods, acts of God or the Queen's enemies, lawful acts of public authorities, which cannot reasonably be foreseen or provided against; provided that the Lessor notifies the Lessee immediately and furnishes details of the commencement of the interruption and nature of the cause.
- c. The Lessee shall not access the EVSE in a manner which impedes other commercial operations on the Lands, but otherwise may access the EVSE at any time, and shall not be required to provide notice to the Lessor, the Operator, or any third party prior to exercising its right of access over the Lands.

## 11. Announcements

Newfoundland Power shall develop and deliver the form and content of announcements and any associated public events with respect to the EVSE, the EVSE locations, the Site and the EV Charging Network. The Lessor shall not make or issue, or cause to be made or issued, any announcement or written statement concerning the EVSE, the Site or the EV Charging Network without the prior written consent of Newfoundland Power.

## 12. Assignment

This Lease shall not be assignable by either the Lessor or the Lessee without the prior written consent of the other.

## 13. Governing Law

This Lease shall be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador.

## 14. Notice

Any notice required by this Lease shall be deemed to be delivered if provided by electronic mail, facsimile, regular mail or courier to the following:

If delivered to the Lessor, to:

XXXXXXXXXX

Email: XXXXXX@XXXXXX.XX

If delivered to the Lessee, to:

Newfoundland Power  
(Lands Division)  
55 Kenmount Road  
St. John's, NL  
A1B 3P6

Email: [bspencer@newfoundlandpower.com](mailto:bspencer@newfoundlandpower.com)

## 15. General

- a. The Lessor warrants and represents that all third party consents and approvals have been obtained prior to the execution of this Lease.
- b. This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts. The exchange of copies of this Lease and of signature pages by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Lease as to the Parties and may be used in lieu of the original Lease for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.
- c. This Lease is binding upon, and will inure to the benefit of, the parties to this Lease, and their respective successors, permitted assigns.
- d. This grant of Lease does not in any way create fee simple interest in the Lands or the Site.
- e. Each Party shall from time to time execute and deliver all such further documents and instruments and do all things and acts as the other Party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Lease. The Lessor agrees to enter into an easement agreement in favour of the Lessee or it's designate for the supply of power to the EVSE.

## 16. Survival

Notwithstanding any other provision of this Lease, the representations, warranties, covenants and indemnities of or by the Parties contained herein or in any document or instrument delivered pursuant hereto shall survive this Lease.

**IN WITNESS WHEREOF** the Lessor has hereunto affixed its corporate seal attested by its proper signing officers on the \_\_\_ day of \_\_\_\_\_, 2021, at the town of \_\_\_\_\_, Province of Newfoundland and Labrador.

**WITNESS**

XXXXXXXXXXXXXXXXX operating as XXXXXX (The Lessor)

\_\_\_\_\_  
(name)  
(title)

\_\_\_\_\_  
(name)  
(title)

\_\_\_\_\_  
(name)  
(title)

\_\_\_\_\_  
(name)  
(title)

**IN WITNESS WHEREOF** the Lessee has hereunto affixed its corporate seal attested by its proper signing officers on the \_\_\_ day of \_\_\_\_\_, 2021, at the City of St. John's, Province of Newfoundland and Labrador.

**WITNESS**

**NEWFOUNDLAND POWER**

\_\_\_\_\_  
(name)  
(title)

\_\_\_\_\_  
(name)  
(title)

\_\_\_\_\_  
(name)  
(title)

\_\_\_\_\_  
(name)  
(title)

## APPENDIX D

### STANDARD EV CHARGING STATION SETUP



EV charging stations will be set up similar to the photos below. Modifications may be required depending on the layout of the proposed location.



