

[REDACTED]

21 June 2024

Dear [REDACTED]

Re: Official Information Act Request: Meridian EV Charger, Springs Junction

Thank you for your email on Thursday 23 May 2024 in which you requested information under the Official Information Act 1982. You requested the following information, regarding the Springs Junction EV charger:

1. A copy of the original proposal from Meridian for this install, and any conditions imposed by EECA on this installation.
2. The amount of funding provided by EECA for this installation.
3. How much of this funding for this installation has been provided to Meridian to date.
4. Each occasion that the installation date has been reviewed/changed- and what the new date has been.
5. Does EECA apply any penalties for non-delivery.
6. Why has Meridian under performed so badly on this one.

EECA's responses to your questions are available on **Appendix One**, attached to this letter.

You have the right to seek an investigation and review by the Ombudsman of this decision. Information about how to make a complaint is available at www.ombudsman.parliament.nz or freephone 0800 802 602.

Please note that it is our policy to proactively release our responses to official information requests where possible. Our response to your request will be published shortly at <https://www.eeca.govt.nz/about/news-and-corporate/official-information/> with your personal information removed.

Yours sincerely



Murray Bell

Group Manager of Strategy, Insights and Regulations

Appendix One

1. **A copy of the original proposal from Meridian for this install, and any conditions imposed by EECA on this installation.**

Please refer to **Items One and Three**, for Meridian Energy's application to LETF Round Four. Note, the information is being withheld under Section 9 of the Official Information Act:

- 9(2)(a) - to protect the privacy of natural persons, including that of deceased natural persons.
- 9(2)(b)(ii) - to protect information where making available of the information would be likely unreasonably to prejudice the commercial position of the person who supplied or is subject to the information.
- Out of scope.

Item Two (Appendix A) falls within scope of this part of your request but is being withheld in full under section 9(2)(b)(ii) of the Act.

Regarding the second part of your question, please refer to pages 2-18 of the **Item Four: Excerpts** document for the Conditions imposed by EECA from the Project Funding Agreement.

2. **The amount of funding provided by EECA for this installation.**

Under Round Four of EECA's Low Emissions Transport Fund (LETF), Meridian Energy were approved **\$537,482.00** of co-funding, for the installation of the Springs Junction chargers.

3. **How much of this funding for this installation has been provided to Meridian to date.**

As at 23 May 2024, EECA has paid **\$78,092** to Meridian for this project.

4. **Each occasion that the installation date has been reviewed/changed- and what the new date has been.**

Installation was initially scheduled for 31 October 2023.. This was subsequently pushed out to 22 December 2023 via a Variation of Contract (VOC), which was signed in September 2023. Please refer to pages 17-18 of the **Excerpts** document (**Item Four**) for more information.

5. **Does EECA apply any penalties for non-delivery**

Please refer to pages 12-16 of the **Excerpts** document (**Item Four**) for information on penalties.

Clause 9.3 states "Upon termination of the Agreement under clause 9.2, EECA will not be obliged to pay the EECA funding remaining under the contract and any EECA funding paid to the Recipient will be repayable on demand by EECA."

6. **Why has Meridian under performed so badly on this one**

EECA has interpreted this part of the request as *reasons for any delays*.

Meridian have faced a number of barriers during this project that has significantly impacted their delivery timelines. They are striving to bring the solution this year. Below are the main issues Meridian have faced, which have caused delay:

- **Access Licence.** Despite having an Memorandum of Understanding (MoU) in place initially, Meridian had extensive negotiations with the landowner to confirm an access licence. This delay had an impact on the timing of the network upgrade and the procurement of the battery energy storage system (BESS unit)
- **BESS procurement and logistics delays.** This system and the need for charging to be managed without grid supply at certain times is a New Zealand first. As the system is a New Zealand first, it took time to confirm the technical scope and negotiate product terms and conditions. As this was being finalised, there was an additional challenge in finding a shipping company that would accept the perceived risk of carrying second-life products for a number of months. These issues put electrical design work on hold until they were confident they were working with a viable solution.
- **Supplier insolvency.** Most recently, the business Meridian were working with for the EV charging product became insolvent. This led to a change in suppliers and further impacted their control system and electrical design work.



Low Emission Transport Fund Response Form

Adoption of Public Charging
Infrastructure

Round 4, April 2022

Completing the Response Form

If you need any assistance with completing this form, please contact the LETF point of contact:

Email: LETFund@eeca.govt.nz

Proposal Checklist

Before you apply, be sure to complete the following:

- ☒ Read the RFP document and any supporting information to ensure you have understood the LETF process and criteria against which Proposals will be assessed.
- ☒ Check EECA Website for any updates relating to this RFP.

When filling out this form, please ensure:

- ☒ All answers are typed into the space provided for each section in Calibri or Arial font no smaller than size 10.
- ☒ You meet the requirements of each question. These are outlined underneath each question within [] brackets. This includes any guidance on word limits that are specified. Word limits do not reflect any specific weightings or importance.
- ☒ You have read and understood the declaration details outlined in Section 6 and have signed the declaration (if you are applying as part of a consortium, only the lead Applicant needs to sign the declaration).
- ☒ You have completed the form in full.

Once you have completed this form:

- ☒ Email a copy of the completed form to EECA's point of contact LETFund@eeca.govt.nz and ensure that you attach any supporting information you wish to provide. Please provide a Word version of the Proposal in addition to any PDF copies.
- ☒ Do not include a zipped (.zip) or an executable (.exe) file with your Proposal.
- ☒ If you do not receive EECA's emailed confirmation of receipt of your Proposal within 2 working days please contact EECA's point of contact.

Please note: EECA will not accept Response Forms received by post, fax or hand delivery.

Section 1 Proposal and Applicant

1. Key Details

Please enter answers in the right-hand column, and make sure the costs in this table match your calculations in Section 5 of this document.

A. Proposal key details	
Lead applicant organisation name	Meridian Energy Limited
Title [A short title for your project, of no more than 10 words]	Expansion of battery supported fast charging infrastructure in New Zealand.
Brief summary of your project [Maximum of 40 words. Note this may be used in media releases or other communications]	To deploy cost effective and future-proof DC charging stations with smart energy storage solutions, to fill gaps in New Zealand's existing charging network in high demand areas where electrical network distribution is constrained.
Project key success factors [Maximum of 50 words. Describe what success looks like for this Project. In addition, list the factors that, if met, will count your Project a success. These may be key performance indicators, proven benefits, or other critical success factors]	<ul style="list-style-type: none"> • Deployment of fast charging infrastructure with innovative demand flexibility capabilities to drive adoption of electric vehicles. • To fill a gap in the existing charging network and future-proof for growing demand • Deliver a solution which can easily be replicated to similarly network constrained destinations through smart utilisation of energy storage solutions.
Estimated total cost of project (excl. GST) [Do not include in-kind contributions, existing expenses such as current staff, or costs already incurred]	<p>Out of Scope</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Springs Junction 9(2)(b)(ii) _____</p> <p>TOTAL = \$9(2)(b)(ii)</p>
Total amount of co-funding to be provided by you, any co-applicants and others (excl. GST) [Must be at least 50 per cent of estimated total cost of project - cannot include in-kind contributions, existing expenses such as current staff, or costs already incurred]	<p>Out of Scope</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Springs Junction 9(2)(b)(ii) _____</p> <p>TOTAL = \$Out of Scope, 9(2)(b)(ii)</p>

Amount of LETF funding sought (excl. GST) [This is the difference between the two figures above. This cannot be more than 50 per cent of the estimated total cost of project, unless the project meets the conditions in Section 3.3 of the RFP document]	Out of Scope Springs Junction 9(2)(b)(ii) - \$537,482 9(2)(b)(ii) TOTAL = \$ Out of Scope
A. Proposal key details	
Incremental cost (excl. GST) [This is the difference between the business-as-usual cost of undertaking your project and the cost to purchase, create or implement a low emission solution]	Out of Scope Springs Junction 9(2)(b)(ii) TOTAL = \$ Out of Scope, 9(2)(b)(ii)

B. Lead Applicant key details [Fill out all fields unless otherwise indicated]	
Legal name	Meridian Energy Limited
Trading as (if different)	N/A
Type of organisation	Meridian is a Limited Liability Company listed on the NZX and ASX. Meridian is a mixed owned model electricity generator and retailer.
NZ Company Number (if a company)	938552
NZ Business Number (NZBN)	9429037696863
Charitable Trust or Incorporated Society number (if applicable)	N/A
Street address [Include postcode]	287 to 293 Durham Street North, Christchurch Central City, Christchurch 8013

C. Contact person details

[This will be the only person who receives all the correspondence relating to the Proposal.
Fill out all fields unless otherwise indicated]

Name [Title, First and Last name]	9(2)(a)
Job title or role [For example, Director, Manager, etc.]	
Contact phone number	
Contact email address	

D. Co-Applicant key details

[Fill out all fields for each Co-Applicant unless otherwise indicated.
Use the copy and paste function to add additional Co-Applicants if required]

Legal name	N/A
Trading as (if different)	N/A
Type of organisation	N/A
NZ Company Number (if a company)	N/A
NZ Business Number (NZBN) (if applicable)	N/A
Charitable Trust or Incorporated Society number (if applicable)	N/A
Website address (if applicable)	N/A

Section 2 Proposal Description

In order for the Panel to assess your Proposal, it needs to understand what it is you are trying to do and achieve. Use this Section to describe your project and what you are seeking funding for.

A. Proposal summary

Provide a summary of the project

Transition of the transport sector to electric vehicles is a critical part of moving New Zealand towards a low emission and sustainable future. Meridian wants to remove barriers to EV adoption by filling gaps in New Zealand's charging network to help reduce range anxiety by making more sites widely available, accessible and visible.

We're well placed to fill gaps in the DC network given our investment in destination charging and recent commitment to Journey charging stations at Woodend and Oxford. The relationships we have with many key businesses and councils across the country means these blackspots can be filled in optimal locations, with positive customer and local community experiences front of mind.

The following proposals have been collated by our specialised internal talent, who will continue to engage with these projects in coordination with our trusted suppliers and contractors. **Table 1** provides an overview of the expected daily demand and proposed charger capacity for Kohatu, Haast, Hari Hari, St Arnaud and Springs Junction.

Each site has been designed with future growth in mind given the imminent increase in charger daily demand, as demonstrated the 2024 estimates based on the Ministry of Transport forecast of 2% penetration of electric vehicles in the national light vehicle fleet. Specific charger locations have been selected to align with benefits to the local communities by ensuring proximity to amenities and local businesses. Finally, these chargers will integrate with our existing network customer app 'ZERO' and our real-time data recording platform 'Etrek Ocean'.

Table 1: Overview of site demand versus charging capacity for 2022 and 2024.
(Refer to **Appendix A** for justifications)

9(2)(b)(ii)

Outline what specifically you would apply LETF funding towards (e.g. charging infrastructure, operational costs, project personnel costs etc.)

The LETF funding will contribute to all components of the project to deploy chargers at each location and includes:

- EV charger and battery product procurement (including ancillary products)
- Site network upgrades and new ICP connection
- Civil and electrical installation work
- Hardware and software integration and commissioning
- Carpark marking, wheel stops and signage
- Ongoing operation and maintenance costs for each of the sites for the first five years

Much of the costing contained in this application form is at a high level and we are open to discussing the options we have assessed and a more detailed breakdown of the costs in our application.

Section 3 Minimum Eligibility Conditions

Note: Any Proposals that do not meet all of the minimum eligibility conditions will not be progressed to a full assessment.

To see the eligibility conditions please refer to Section 3 of the RFP document.

A. Eligible entity and project	
Is the lead organisation associated with this project an eligible entity? [Refer to Sections 2.3 and 4.3 of the RFP document to find about which entities are eligible for funding. If your lead organisation is not a NZ-based entity, you are not eligible]	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Will the project be delivered in New Zealand? [Projects that would be delivered in another country are not eligible to receive LETF funding]	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Does the project involve eligible technologies or activities? [Refer to Section 2 of the RFP document to find out about eligible and ineligible technologies and activities]	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

B. Identified co-investment of at least 50 per cent	
Do you (and your co-applicants, if applicable) have the ability to co-invest at least 50 per cent of the estimated total project cost (excl. GST)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Identify the source of your co-investment (including amounts if multiple sources) [If there is funding which is not yet fully committed to the project, state this, and identify what conditions must be met (e.g. board approval, bank loan approval) for funding to be fully committed]	N/A
Are you (and your co-applicants, if applicable) requesting co-funding of more than 50% of total project costs?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No [If yes, please provide details below]
Please provide justification for why your funding request is for more than 50% of total project costs [Funding requests exceeding 50% will only be considered in exceptional circumstances, as identified in Section 3.3 of the RFP document]	

Springs Junction will involve the development of technology that is new to the New Zealand market. The leading fully integrated DC charger and battery technology we have assessed 9(2)(b)(ii) will not be sufficient to meet the expected site demand according to our analysis, and electrical constraints will lead to a high likelihood of the charger not being available at times. Meridian wishes to ensure that we provide a reliable Journey charging service that solves the network gap for good and also will not impact negatively on our brand if it is unable to meet the customer's needs of today and well into the future. We believe our recommended proposal for two chargers and the 9(2)(b)(ii) is the best solution for Springs

Junction as it will meet site demand and can be retrofitted with more energy **9(2)(b)(ii)** energy storage units to facilitate future demand growth. **9(2)(b)(ii)**

. We are highly motivated, and with our vast level of technical competence poured into this project, we believe our contribution is beyond financial. However, given the cost of the solution and low likelihood of financial viability into the future we have requested **9(2)(b)(ii)** co-funding for this location from EECA.

B. Identified co-investment of at least 50 per cent

Will the project result in any new assets (either tangible or intangible)?

☒ Yes ☐ No

[If yes, please provide details below]

Please provide details of all asset(s) created, their location(s) and who will own each asset at the conclusion of the project

Asset	Location	Owner
Out of Scope		
2 x Tritium RTM 50kW DC Chargers (CHAdeMO and CCS (Type 1 or 2).	NPD Springs Junction, 8 State Highway 65, Springs Junction 7895	Meridian Energy Limited
3 x 9(2)(b)(ii) 120kWh batteries and associated switchgear.		
Out of Scope		

Describe how any change of asset ownership will impact on the Successful Applicant (Recipient in Agreement) in terms of the insurance, asset availability and maintenance requirements in Schedule 2 of the Proposed Funding Agreement

N/A

C. Project size**The project funding request is at or below \$500,000 (excl. GST).**

[Funding requests exceeding \$500,000 will only be considered in exceptional circumstances, as identified in Section 3.3 of the RFP document]

☐ Yes ☒ No

[If no, please provide reasoning below]

Please provide justification for why your funding request is for an amount exceeding \$9(2)(b)(ii)

In our application we have developed a fully costed solution for each site individually, but we have combined them into one application. Our preference is to deploy at all locations (excluding Maniaiti/Benneydale) and are open to working through details with EECA to provide comfort in our financial assessment.

Meridian understands the total amount of co-funding requested exceeds EECA's project estimates, but based on our team's technical expertise, experience and market research on the feasibility and availability of applicable solutions, we strongly believe our proposal at the value of **Out of Scope** and \$537,482 NZD **9(2)(b)(ii)** co-funding from EECA) for Springs Junction is required in order to install and commission a charging solution that can appropriately address New Zealand's most exposed EV charging blackspots in the country.

D. Other central government funding**Have you received any other central government funding for the proposed project?**

[Total central government funding, including LETF funding, cannot exceed 50 per cent of estimated total cost of project]

☐ Yes ☒ No**If yes, please identify the amount of other government funding, and the source**

\$0

D. Other central government funding

[All amounts should be in \$NZD and exclude GST]

Have you applied for, or do you have an agreement for funding from central government for parts of, or all of, the proposed project?☐ Yes ☒ No**If yes, please identify the amount of funding, the source and stage of application process**

[All amounts should be in \$NZD and exclude GST]

\$0

E. Health, safety, reputation	
Are you committed to working safely, and ensuring the health and safety of workers and others affected by the proposed project work, and do you have appropriate systems and processes to undertake the work safely?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If your proposal is successful, do you agree to provide EECA with more detail relating to your health and safety policies, plans and procedures if required?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Are you committed to working in a manner that will not damage EECA's reputation?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Section 4 Assessment Criteria

The following sections include details of the assessment criteria that will be used by the Assessment Panel when assessing Proposals to the LETF.

Your Proposal will be scored against your answers to these criteria. Aim to give answers that are relevant, concise and comprehensive.

If you have made any assumptions about the delivery of the project, clearly state these assumptions.

EECA's intention is to gain sufficient information from each Applicant to fully inform the assessment and decision-making process. Please attach any further information or supporting documentation that will support or verify any statements made in response to these questions.

Please observe the guidance on maximum word count for each question.

Refer to Section 4.4 of the RFP document for the Assessment Criteria.

A. Proposed Solution	Weighting 40%
Please describe the extent to which your proposed project fits with the locations and criteria outlined in the RFP.	
[Refer to Section 3 and Appendix One of the RFP document for the locations and specifications]	
Please note that we have included our proposed solution for all sites in this section with further details available in the appendices. Sites covered include:	
<ul style="list-style-type: none">• Out of Scope• [REDACTED]• [REDACTED]• [REDACTED]• Springs Junction	
Given the complexity of these projects and the work we have done with network companies, potential customers and our own expertise we are open to discuss our solution for each site in more detail with EECA.	

Out of Scope

Springs Junction



Figure 10 - Image of the NPD site in Springs Junction

In the heart of the Maruia Valley and close to the intersection between State Highways 7 and 65, is where the Springs Junction electric vehicle charger stations will be located.

NPD Fuel has provided a letter of intent to establish an access license for their Springs Junction self-service site 9(2)(b)(ii) (Appendix H). We aim to install battery supported EV chargers onto their land, eliminating the major South Island Journey charging blackspot. This aligns with Meridian's decarbonisation objective to incentivise electric vehicle uptake by combatting range anxiety by making more sites widely available, accessible and visible. We believe we are well placed to support the development of this site as our specialised team is based primarily in Christchurch.

Springs Junction is under an extremely constrained local network. There are periods during daylight hours where there is no available grid capacity for an electric vehicle charger. This dynamic constraint applied to the chargers and the expected charging utilisation pattern is illustrated in Appendix A. According to our analysis, this site will expect a daily demand of 9(2)(b)(ii) based on the expected demand analysis conducted in Appendix A.

With these challenges in mind, we have outlined a proposal to achieve a functioning Journey charging service at Springs Junction NPD. The expected timeline of our proposal is outlined in Section 5 and Appendix O.

A comparative analysis has been provided highlighting the positives and negatives of 9(2)(b)(ii)

Proposal: Utilising Recycled Nissan Leaf Batteries with 9(2)(b)(ii)

A positive customer experience is critical to remaining a trusted Journey charging provider. Therefore, to ensure a continuous charging experience at Springs Junction an energy storage solution is required to supplement the charger during periods of extreme capacity constraint. This primary proposal outlines the utilisation of recycled Nissan Leaf car batteries to achieve this, in coordination with Tritium RTM 50kW DC electric vehicle chargers. We believe this solution will meet the expected site demand 9(2)(b)(ii)

This system will feature three 9(2)(b)(ii) BESS (battery energy storage system) 120kWh units, allowing a total of 9(2)(b)(ii) kWh of energy storage operating in parallel via a common AC bus. The combined inverter capacity of 9(2)(b)(ii) W will allow the battery to recharge completely within four hours overnight, ensuring a sufficient supply of energy throughout the day despite the existing network constraints. 9(2)(b)(ii) energy management software will be utilised to ensure the 9(2)(b)(ii) units cooperate optimally, in reference to the AC signal generation via

switching of the individual battery cells to ensure each battery output remains in sync. The AC bus will supply sufficient power to two 9(2)(b)(ii) RTM 50kW chargers, enabling four vehicles to charge simultaneously at 25kW each. A single line diagram of this solution is shown in **Appendix J** and the relevant datasheet can be found in **Appendix K**.

Figures 2 and 3 illustrate what these chargers will look like, and **Appendix B** details the technical specifications. The bright colors and tall stature of these chargers enable them to be clearly visible. They feature both a 9(2)(b)(ii) and CCS connector each, allowing for compatibility with most electric vehicle models. These chargers are under a five-year warranty with 9(2)(b)(ii).

These chargers will be part of our 'Zero' EV charging network and interface with our existing charging network app 'ZERO', allowing the user to identify charger location and conduct seamless payment. 9(2)(b)(ii)

9(2)(b)(ii)

1. 9(2)(b)(ii)
- 9(2)(b)(ii)
- 9(2)(b)(ii)
- 9(2)(b)(ii)
- 9(2)(b)(ii)
- 9(2)(b)(ii)

To facilitate the charger load, the installation of a ground mount transformer and trenched connection to the BESS solution is required in coordination with Network Tasman and their certified contractors. The placement of this ground mount transformer in reference to the charger's location is illustrated in **Appendix L**.

Merridian will engage Aotea Group for installation and commissioning services of the EV charging infrastructure. Their scope will cover all installation activities from civil works, electrical works including electrical termination and mounting the EVSEs and BESS unit, site works including installation of bollards and wheel stops, line markings, signage of the electrical connection from the pole, the Tritium plinth and chargers, parking lines and charging symbols, bollards and signage. 9(2)(b)(ii)

Meridian's Asset Management team will 9(2)(b)(ii)

Bar Index	Approximate Length (%)
1	100
2	95
3	90
4	95
5	60
6	100
7	98
8	98
9	95
10	92
11	5
12	92
13	88
14	95
15	85

This comparative analysis outlines the utilisation of a charger and battery integrated solution to facilitate Journey charging services at this location. We wish to demonstrate due diligence on the leading fully integrated charger and battery solution we have assessed which was from 9(2)(b)(ii), however we believe that our proposal is highly preferable to meet expected site demand within the network constraints. To facilitate the introduced load of this integrated solution, the same network upgrades as detailed for our 9(2)(b)(ii) proposal are required.

9(2)(b)(ii)

-
- | Group | Bar 1 (Left) | Bar 2 (Right) | Bar 3 (Left) | Bar 4 (Right) |
|-------|--------------|---------------|--------------|---------------|
| 1 | 100% | 100% | 100% | 95% |
| 2 | 100% | 100% | 100% | 95% |
| 3 | 100% | 100% | 100% | 95% |
| 4 | 100% | 100% | 100% | 95% |
| 5 | 100% | 100% | 100% | 95% |
| 6 | 100% | 100% | 100% | 95% |
| 7 | 100% | 100% | 100% | 95% |
| 8 | 100% | 100% | 100% | 95% |
| 9 | 100% | 100% | 100% | 95% |
| 10 | 100% | 100% | 100% | 95% |
| 11 | 100% | 100% | 100% | 95% |
| 12 | 100% | 100% | 100% | 95% |

B. Ability to Deliver**Weighting 20%**

EECA needs to have confidence that Successful Applicants to the LETF have the track record, skills and core capabilities to carry out the proposed activities.

Key personnel

Please provide contact details, role descriptions and brief profiles for each of the key personnel involved in delivering your proposed project (including any personnel to be provided by sub-contracted parties).

This should include each person's role, their relevant qualifications and experience, the extent of their involvement and their experience in providing services that you consider relevant to the objectives of the proposed project.

[Please only include key personnel who will materially influence the delivery of the project. Limit responses to a maximum of 100 words per person and copy and paste this cell for each person]

Meridian's EV charging capability has increased significantly over the last 12 months. We will bring a team of people that have extensive experience in EV charging and other decarbonisation projects, and they'll be backed by a dedicated team supporting the ongoing management of chargers and EV drivers. Our capability includes people with network planning, deployment of infrastructure in both NZ and Australia, Sales Engineers, EV Product Managers and an Automation Engineer and much more. It is the depth of capability required to deliver these complex projects and as an added benefit most are based in Christchurch, in reasonable proximity to the charging locations.

Our key personal who will deliver this project includes:

Name:

[REDACTED]

Organisation:

[REDACTED]

Phone:

[REDACTED]

Email:

[REDACTED]

Role:

[REDACTED]

Qualifications or relevant experience:

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Name:

[REDACTED]

Organisation:

[REDACTED]

Phone:

[REDACTED]

Email:

[REDACTED]

Role:

[REDACTED]

Qualifications or relevant experience:

[Redacted]

Name:

[Redacted]

Organisation:

[Redacted]

Phone:

[Redacted]

Email:

[Redacted]

Role:

[Redacted]

Qualifications or relevant experience:

[Redacted]

Name:

[Redacted]

Organisation:

[Redacted]

Phone:

[Redacted]

Email:

[Redacted]

Role:

[Redacted]

Qualifications or relevant experience:

[Redacted]

Name:

[Redacted]

Organisation:

[Redacted]

Phone:

[Redacted]

Email:

[Redacted]

Role:

[Redacted]

Qualifications or relevant experience:

[Redacted]

Name:

Organisation:

Phone:

Email:

Role:

Qualifications or relevant experience:

Name:

Organisation:

Phone:

Email:

Role:

Qualifications or relevant experience:

Name:

Organisation:

Phone:

Email:

Role:

Qualifications or relevant experience:

Name:

Organisation:

Phone:

Qualifications or relevant experience:

Email: [REDACTED]

Role: [REDACTED]

Qualifications or relevant experience:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Name: [REDACTED]

Organisation: [REDACTED]

Phone: [REDACTED]

Email: [REDACTED]

Role: [REDACTED]

Qualifications or relevant experience:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Name: TBD – role to be filled

Organisation: Meridian Energy Limited

Roles: [Energy Solutions Deployment Manager](#)

Qualifications or relevant experience:

This role will be part of the Asset and Delivery Team that is part of our Energy Solutions team, which will build our deployment capability. The Energy Solutions Deployment Manager will be key in coordinating the deployment process, overseeing and managing contracts and reporting, managing the sub-contractors, EDBs and partners involved. This person will be supported by Benjamin Priest, Gary Freedman, James Byrne and Vaughan Buckingham who have managed our charger deployment to date.

Name: TBD – role to be filled

Organisation: Meridian Energy Limited

Roles: [Energy Solutions Project Coordinator](#)

Qualifications or relevant experience:

This role will be part of the Asset and Delivery Team that is part of our Energy Solutions team, which will build our deployment capability. The Energy Solutions Project Coordinator will provide project administration support, help the project managers to plan, coordinate and deliver projects on time, within budget, whilst ensuring quality and health and safety are front of mind. This person will be supported by Benjamin Priest, Gary Freedman, James Byrne and Vaughan Buckingham who have managed our charger deployment to date.

Track record on comparable projects

Please describe your track record of delivering projects of a comparable scale and complexity.

The core team responsible for delivering this project have recent experience with the following similarly complex projects:

- Successful deployment of two public charging projects (with LEVCF co-funding support from EECA). We faced a number of challenges with our second project, to deploy 14 public chargers across Canterbury, mainly due to COVID impacts on potential partners. We learnt a lot and were able to successfully complete this project. This project also led to our commitment to the deployment of at least 250 public AC destination charging stations and the development of our charging network which we are launching in 2022.
- Leverage our experience as part of our deployment of Tritium DC chargers in Round 2 LETF for our Woodend and Oxford charging sites. We will also identify the challenges, barriers and successes encountered to refine our processes to improve our project delivery process in the future.
- Commissioning over 65 AC chargers and 6 DC chargers to support corporate fleet transition to electric, with larger projects delivered for Meridian, Kapiti Coast District Council, Hertz Rental Car and Massey University.
- Residential smart home charging trail across 40 homes, including 4 different 7kW charging solutions
- Delivery of multiple commercial solar projects (totaling over 700kWp, with another 1100kWp on the way) for business and government entities across New Zealand.

Risks and barriers to success

Please describe potential project risks and barriers to success and outline how they will be addressed.

9(2)(b)(ii)

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Timeline for delivery

Please describe the delivery timeline for your proposed project.

To meet the demonstration objectives of the LETF we require projects to be delivered in a timely manner. Taking into account the scope and complexity of your proposed project please describe how the delivery timeline compares to similar projects.

Section 5 details the project delivery timelines for **Out of Scope** and Springs Junction. **Appendix O** provides comprehensive timeline detail estimates for each of these sites.

Given current supply constraints for transformers and battery technology resulting in longer lead times, and due to our dependency on network upgrades to facilitate the load of chargers for most of the sites of interest, we expect these projects to have a longer duration than public electric vehicle charging endeavors we have conducted in this past. Considering these challenges, we expect to begin works on **Out of Scope** first followed by **Out of Scope** and finally Springs Junction. We estimate that these projects will all be completed by mid-2023.

C. Speed of Implementation

Weighting 20%

How quickly can the Project be delivered?

What are the Project management strategies and mitigations to be deployed to ensure the Project remains on track and potential delays are mitigated? (specific to the Project)

Meridian has put together an estimated project delivery schedule detailing the various stages of project development and execution across all sites of interest (**Appendix O**). These sections include project kick-off, design and engineering, council approvals, HSE management, procurement, project deliverables, construction works program and QA review and completion. Meridian will assign dedicated project management and engineering resources to deliver this program of works in alignment with our project delivery process, of which our personnel are experienced and knowledgeable.

Meridian will apply various means to ensure EECA and Meridian's timeline expectations are satisfactorily adhered to. These include:

- Tracked project delivery program - Meridian will assign a dedicated project manager to deliver this project delivery program. They will coordinate with all required internal and external stakeholders to ensure timelines and expectations are met and understood. The project delivery program will be continuously updated and will be treated as a live program of works. Meridian will also assign project support personnel to assist the project manager in ensuring the project delivery program is updated on a regular basis and is communicated to relevant internal and external stakeholders.
- Progress reporting - regular progress reporting as required and agreed with EECA will be carried out by our project delivery personnel. Progress on agreed milestones and project delivery activities will be reported to EECA. Regular project updates will be held with EECA, Meridian and other relevant stakeholders as required in which minutes and actions will be recorded and disseminated to project stakeholders. Actions will be tracked and updated as they are achieved and the project progresses.
- Early engagement of third parties - early and regular engagement of third parties will be critical to ensure project timelines are adhered to. Meridian has referenced known and standard industry timeframes based on our experienced and knowledgeable project delivery team and the knowledge they have regarding critical and long lead time items. In particular, we will engage frequently with network companies and OEMs similarly as we would with EECA and Meridian's customers in general. Regular progress meetings will be held to ensure timeframes and progress with connection requests and OEM integration and supply programs are adhered to and understood and tracked actions are followed up and implemented to ensure project delivery momentum is maintained.
- Site sequencing and concurrent construction works - Meridian has access to a broad group of quality and safety-conscious and licensed contractors across New Zealand. All Meridian engaged contractors must

meet our prequalification requirements for construction work activity which is verified prior to the works commencement on each site. This access to qualified construction personnel means we can deploy a program of works across multiple contractor groups to allow construction works to occur concurrently. As an example, sites in **Out of Scope** can all commence on the same date if required. Meridian will use three contractor groups to ensure our construction works are expedited as much as possible. Furthermore, we'll sequence the site construction works to ensure those sites that have the shortest lead times for delivery commence first. This is referenced on our project delivery program, whereby **Out of Scope** which will not require network upgrade will commence first. Springs Junction which will require rigorous design and factory acceptance testing will be last to be deployed.

- Meridian's project delivery process - Meridian's Asset Management will be responsible for the delivery and execution of this project, as well as O&M requirements following practical completion. Our project delivery process encompasses 5 key stages:
 1. Initiation
 2. Planning
 3. Mobilisation
 4. Execution
 5. Completion

We've tailored the estimated project delivery program for this project to ensure it aligns with our project delivery process which has been tested and proven to ensure a thorough and efficient project delivery experience. Further details have been added to our project delivery program to ensure we've captured activities and tasks that will be specific to this EECA-funded project. Applying our project delivery process to this program of works will ensure we're delivering to our high standards and expectations of quality project delivery in an efficient manner.

D. Value for money	Weighting 20%
<p>Applicants must demonstrate that their projects deliver value for money in their own right and also in comparison with other Proposals that EECA may receive.</p> <p>Please address the following questions in relation to the value for money offered by your project.</p>	
<p>Magnitude of public benefits and project benefits</p> <p>Describe the public benefits that the project will generate. If possible quantify the size of those benefits and estimate when they will occur. The public benefits should be closely connected to the objectives of the LETF.</p> <p>Some suggested questions to consider are (not an exhaustive list):</p> <p>What is the cost per kW installed?</p> <p>What level of co-funding /proportion of total costs is requested?</p> <p>What is the replicability of the project and its potential for broader application and diffusion? How would this Project contribute to EECA's desire for an interoperable network of high quality chargers meeting the requirements of the public charging infrastructure roadmap development and vision?</p> <p>To what extent will this Project assist in the diffusion of this innovation in the wider market?</p> <p>Will the Project run over multiple years or within a shorter period? When will the Project deliver the benefits promised in the Proposal?</p>	
<p>The primary public benefit will be the contribution to filling gaps in the EV charging network. It will provide drivers with additional charging options and help to reduce the stigma of range anxiety associated with EVs, enabling the general public to embrace the transition to low emission transport. When developing our solution at each site, Meridian has considered the value that the EV charging infrastructure can bring to the wider community such as stimulating tourism in the regions and providing more viability to transitioning to low emission commuting. We have also developed a solution which considers factors such as cost effectiveness, replicability, scalability, support for diffusion and interoperability. Meridian believes that by offering an all-encompassing solution which meets all of the aforementioned elements is necessary in order to justify an investment, and we will not be willing to commit to a project that does not satisfy these requirements and deliver a fulfilling charging experience. We</p>	

believe our solution will path the way in the market for other battery integrated EV charging solutions to be introduced in New Zealand.

Table 2 below provides an overview of the cost per kW installed per site. The range of costs differ due to the varying degrees of difficulty and complexity involved with installing at each site. We believe our proposal at each site provides the most cost-effective solution as an investment for EECA and Meridian without compromising on the charging experience that is offered to the customer.

Table 2 - Table of Cost per kW installed for each site

Site	Total kW installed	Cost per kW installed
Out of Scope		
Springs Junction 9(2)(b)(ii)	50kW	9(2)(b)(ii)

Importance of the Fund in terms of achieving the proposed outcomes

How important is the LETF support to the delivery, scale, or speed of implementation of the proposed project? Why can it not be fully funded privately? What could still be achieved without funding support? If your Project would go ahead even without LETF funding, it would not be eligible.

The LETF is critical to our ability to deploy the DC chargers and battery solution due to the remoteness of these priority locations and the network constraints that are present. Without it, there is an economical barrier which prevents Meridian from investing and growing our DC charging capability, particularly in isolated areas where deployment is not as financially viable. The lack of infrastructure and facilities available can create a challenge in terms of economic feasibility and by extension, leave local residents and businesses excluded. Meridian wants to support these regional businesses and the funding provides an avenue for this, where a logical business case can be made. As Meridian is currently not a major provider of fast charging infrastructure in New Zealand's charging network 9(2)(b)(ii), the funding allocation will play a key part in assisting Meridian to stimulate competition in the EV fast charging market and support our desire to drive for interoperability among key network providers. Without co-funding for DC charging, we will continue to focus on delivering an AC only destination charging proposition (except in scenarios where a 3rd party can provide substantial funding).

How does this Project support the Government's broader outcome strategy to support the transition to a net zero economy?

Transport is one of New Zealand's largest sources of greenhouse gas emissions and is responsible for 17% of our emissions (based on the Greenhouse Gas Inventory released in April 2022). Without the appropriate charging infrastructure available, it becomes challenging for consumers to make the switch to low emission vehicles. Meridian understands that the proposed locations present a challenge as opposed to conventional charging sites in more metropolitan areas. We have leveraged our internal expertise and experience from deploying our existing charging network and engaged with various manufacturers, EDBs, business owners and government entities as part of our market research to help shape a solution that is scalable, adaptable, cost effective and simple. From this, we are confident that the solution offered can be deployed in not only a cost-effective manner, but also provides a seamless user experience that will encourage the general public to adopt electric vehicles. Meridian wants to address and tackle the cynical criticism that there are barriers to adoption due to a lack of charging infrastructure and help reduce range anxiety by making more sites widely available, accessible and visible. We strongly believe our solution helps to remove these barriers and will ultimately support the government's drive towards a net zero economy.

Section 5 Project Components

In order for the Panel to assess your Proposal, it needs to understand the different components of the project, their cost, and how performance and delivery would be measured. The milestones you provide here may be used to help inform the milestones in any Funding Agreement with EECA.

Out of Scope

Major milestones of project – Springs Junction

This table must be completed. Please use the 'insert row' function if you wish to add more milestones. Ensure the totals match Section 1A.

	Project component [Provide a high-level description of key project components or deliverables including number of hours and charge out rates for all project personnel. Refer to Section 2 of the RFP document for guidance]	Key performance indicator(s)	Estimated start date	Estimated end date	Total cost to deliver this milestone (excl. GST)	Expected LETF funding [Cannot be more than 50 per cent of the individual milestone]	Your co-funding [Must be at least 50 per cent of the individual milestone]
1	Springs Junction – Network Upgrade Works	Purchase orders for Tx procurement issued, acceptance of network upgrade works confirmed, and Tx upgrade works completed by relevant EDB.	Wednesday 3/08/22	Monday 17/07/23	9(2)(b)(ii)	\$78,092	9(2)(b)(ii)
2	Springs Junction – Hardware Procurement (incl chargers, BESS and transformers)	Purchase orders for all hardware have been issued to OEMs by MEL and items are landed in MEL warehouse	Monday 4/07/22	Monday 10/07/23		\$363,308	
3	Springs Junction – Installation Completion	Installation works completed, QA reviews completed, Practical Completion confirmed by MEL.	Monday 24/07/23	Monday 21/08/23		\$89,741	
4	Springs Junction – OPEX and Maintenance	Submission of O&M & As Built Drawings	Tuesday 24/05/22	Thursday 2/06/22		\$6,342	
TOTALS (Must equal the equivalent project costs detailed in Section 1)						\$537,483	

Section 6 Proposed Funding Agreement

Together with the RFP document we have provided you with a Proposed Funding Agreement. We need to know whether or not you are prepared to accept the terms and conditions set out in the Proposed Funding Agreement.

Please note that EECA can make Clause 10.6 of the Proposed Funding Agreement reciprocal for government agencies and insert a reference to the Local Government Official Information and Meetings Act 1987 for local government agencies.

If you have completed the asset ownership table in Section 3 of this form, please note the insurance, asset availability and maintenance requirements in Schedule 2 of the Proposed Funding Agreement.

Please indicate below your acceptance of the Proposed Funding Agreement.

Either:

- ☐ Having read and understood the Proposed Funding Agreement for this round on the EECA website, I confirm that the terms and conditions within the agreement are acceptable. If successful, I agree to sign the Proposed Funding Agreement.

Or:

If there are any clauses that you wish to amend in the Proposed Funding Agreement this is where you tell us, and note below any suggestions or changes you wish to propose, referencing the appropriate clause number. EECA expects few contract amendments to be required.

- ☒ Having read and understood the Proposed Funding Agreement for this round on the EECA website, I have the following suggestions to make. If successful, I agree to sign a Funding Agreement based on the Proposed Funding Agreement subject to negotiating the following clauses:

It is important that, if asked, you are able to explain why your changes are important to you.

Clause	Concern	Proposed solution
Schedule 2, Clause 6	Our desire is to remain consistent to 95% and include exceptions for unavailability events which are outside of Meridian's control, similar to previously agreed upon LETF and LEVCF agreements.	Use reasonable endeavours to ensure that all electric vehicle supply equipment installed under this Agreement is available for use in a well maintained and legal state for a minimum period of two years, with an annual availability of 95%, from the date of commissioning; unless such non-availability is caused by factors outside of Meridian's reasonable control such as electric vehicle supply equipment being unavailable outside of the purchaser's standard business hours, local power outages both planned and unplanned, scheduled charger maintenance, significant damage or loss, contractor unavailability or travel time associated with remote locations and any Force Majeure Event;
Schedule 3	As the data that EECA expects differs from project to project and given that each site is different and unique, we request that Schedule 3 be an indicative format for the report.	The Recipient will provide knowledge, reporting and data deliverables set out below and in Schedule 1, and as agreed with EECA from time to time (each a Report). The tables set out in this Schedule 3 below are for indicative purposes only and the required content of each Report shall be agreed between EECA and the Recipient no later than 2 weeks prior to the Completion Date or agreed delivery date for that Report. Formal reports containing the information set out below will be required at 6 and 12 months after project launch.

Please use the 'insert row' function if you wish to add more clauses.

Declaration

I declare on behalf of the Applicant, including any Co-applicants:

Please check

- ☒ that I have read this form and the RFP document and I fully understand the procedures, terms, conditions and criteria.
- ☒ that this Response Form (Proposal) and the RFP document together outline the basis on which this Proposal is made and the procedures, terms, conditions and criteria for the Low Emission Transport Fund.
- ☒ that the statements in this Proposal are true and the information provided is complete and correct and there have been no misleading statements or omission of any relevant facts nor any misrepresentations made.
- ☒ that all named key personnel have agreed to be included in this proposal.
- ☒ that EECA and its advisers may disclose to or obtain from any government department or agency, private person or organisation, any information about the Applicant or project (except that marked as “Confidential”) for the purposes of gaining or providing information related to the processing and assessment of this application.
- ☒ that the Applicant will, if requested by EECA or its advisers in connection with this funding process, provide any additional information sought and provide access to its records and suitable personnel.
- ☒ that if successful, I consent to the public release, including publishing on the internet, of the name of the Applicant, the amount of grant sought, the amount of funding offered, contact details of the Applicant and a description of the activity/project, and undertake to cooperate with EECA on communications relating to this Proposal, which may be in the form of a media release, case study, web content, conference presentation or whitepaper, sharing via social media, or other form as agreed with EECA.
- ☒ that I understand EECA’s obligations under the Official Information Act 1982 and that, notwithstanding any relationship of confidence created as a result of this Proposal, the provisions of this Act apply to all of the information provided in this Proposal.
- ☒ that all activities in the proposed project are lawful activities that will be carried out lawfully.
- ☒ the Applicant is not in receivership or liquidation nor will the project be managed by someone who is undischarged as bankrupt or prohibited from managing a business.
- ☒ where external providers are being employed as part of the project/activity, the relevant providers are not employees or directors of the Applicant, and nor do they have any other direct or indirect interest in the Applicant, whether financial or personal unless specifically stated in the Proposal.
- ☒ that EECA has sole discretion to determine which Proposals (if any) will receive LETF investment and that I understand that there is no agreement for EECA to provide funding until both parties have signed a Funding Agreement.
- ☒ that all necessary internal approvals (CEO, Board etc) and relevant budgets for the project to proceed, subject to successful LETF application, will be in place within a month of the round closure date.
- ☒ that I have flagged changes to the contract that I would like to discuss with EECA.
- ☒ that the amounts specified as the total project cost, my co-funding, the LETF funding sought and the incremental cost identified in Section 1A equal the corresponding totals specified in Section 5 above

- ☒ that I have considered any possibility for real or perceived conflict of interest as defined in Section 7.4 of the RFP document and confirm that:
- I have no real or perceived conflict of interest OR
 - I may have a real or perceived conflict of interest as detailed below: Insert details here...
- ☒ that I am authorised to make this Proposal on behalf of the Applicant (including any Co-applicant) identified in Section 1 of this form.

Signature

This declaration must be signed by a person with the legal and financial authority to commit your organisation to a transaction.

Lisa Hannifin
Chief Customer Officer
Meridian Energy Limited

9(2)(a)

Print name
TITLE
ORGANISATION

Signature

25th May 2022

Date

Appendices A – O


Document Name	Location
Appendix A Expected Demand for all Sites and Constraints for Springs Junction <i>Appendix A - EECA LETF Round 4 - Demand and Constraints for All Sites.pdf</i>	Attached document
Appendix B 9(2)(b)(ii) [REDACTED]	Attached document
Appendix C Out of Scope [REDACTED]	In this document, below
Appendix D Out of Scope [REDACTED]	Attached document
Appendix E Out of Scope [REDACTED]	In this document, below
Appendix F Out of Scope [REDACTED]	Attached document
Appendix G Out of Scope [REDACTED]	In this document, below
Appendix H Out of Scope and Springs Junction NPD Fuel Letter of Intent <i>Appendix H - Letter of Intent - NPD & Meridian.pdf</i>	Attached document
Appendix I Out of Scope [REDACTED]	In this document, below
Appendix J Springs Junction Primary Solution Single Line Diagram	In this document, below
Appendix K 9(2)(b)(ii) [REDACTED]	Attached document
Appendix L Springs Junction Charger Placement and Network Upgrade Requirements	In this document, below
Appendix M Out of Scope, 9(2)(b)(ii) [REDACTED]	Attached document
Appendix N Out of Scope [REDACTED]	In this document, below
Appendix O Out of Scope [REDACTED]	Attached document

Appendix J - Springs Junction Primary Solution Single Line Diagram

9(2)(b)(ii)

Appendix L – Springs Junction Charger Placement and Network Upgrade Requirements

9(2)(b)(ii)



Letter of Intent

PARTIES

MERIDIAN ENERGY LIMITED, a company registered in New Zealand (company number 938552), whose registered office is at Level 2, 55 Lady Elizabeth Lane, Wellington Central, Wellington, 6011, New Zealand ("Meridian")

NPD LIMITED, a company registered in New Zealand (company number 168015), whose registered office is at RWCA, Whitby House, Level 3, 7 Alma Street, Buxton Square, Nelson, 7010, New Zealand ("NPD").

PART A: BACKGROUND and UNDERSTANDING

- A. Meridian is an electricity retailer and generator in New Zealand.
- B. NPD is a New Zealand family owned and operated industry leader in delivering the highest quality service and fuels.
- C. Meridian and NPD (the parties) have had discussions, in respect of the Project and a potential agreement under which Meridian would build electric vehicle charging on NPD's Site ("Discussions").
- D. The parties are entering into this Letter of Intent ("LOI") to record the Discussions to date, and to record the parties' intention in relation to the Discussions going forward.
- E. If Meridian is successful in obtaining funding for an EV installation at any of the locations detailed in Schedule One, in EECA's LETF Round 4, it is NPD's intention to continue discussions with Meridian.
- F. NPD has confirmed an interest in developing the locations to include electric vehicle charging.
- G. Meridian and NPD intend to work together with the aim of securing a mutually beneficial outcome from the discussions.
- H. Meridian and NPD are mutually interested in exploring future partnership opportunities if the Project is successful.
- I. The parties agree confidential information is commercial in confidence.
- J. This Letter of Intent will expire on 30 September 2022.

DEFINITIONS

Confidential Information means:

- All information disclosed by or on behalf of a party during the course of the Discussions, or which otherwise becomes known to a Recipient as a result of the Discussions, including, without limitation, information (whether oral or written) about, Meridian or the NPD (as the case may be) organisation, operations, administration, methods, business, finances, customers and clients (and similar information concerning any of the subsidiaries or associated companies of either party); but

Project means the development of Meridian owned and operated electric vehicle charging equipment on NPD's land in support of surrounding land use and in support of electric vehicle use in the surrounding area and community.

Site means the location/s detailed in Schedule One.

SIGNATURES

MERIDIAN ENERGY LIMITED

9(2)(a)

Signature

9(2)(a)

Name

24/5/22

Date

NPD LIMITED

9(2)(a)

Signature

9(2)(a)

Name

24/5/22

Date



Meridian.

SCHEDULE ONE – Site details

NPD Springs Junction

State Highway 65,
Springs Junction, Maruia

Out of Scope

Contents:

1. Project Funding Agreement (LETF 04-059 PCI - Meridian Energy Funding Agreement – SIGNED)	2
2. LETF 04-059 Variation of Contract - Deferred Milestone Dates - signed	18

1. **Project Funding Agreement (LETF 04-059 PCI - Meridian Energy Funding Agreement – SIGNED)**

Schedule 1: Project Details, Deliverables and Reporting

Section Title: 5. Milestones

Pages: 14, 18-19

(Refer to the next page...)

Schedule 1: Project Details, Deliverables And Reporting

1. **Proposal number** 04-059
2. **Proposal title** Expansion of battery supported fast charging infrastructure in New Zealand
3. **Proposal summary** The Recipient will install two 50kW DC chargers in each of Kohatu, Springs Junction, Haast, and Hari Hari; and two 24kW DC chargers in St Arnaud; (the locations together, being the "Sites"). The Recipient will also install three 120kWh batteries at the Springs Junction Site. The following table shows the details for each Site and the corresponding co-funding to be provided under this Funding Agreement.

Kohatu	2 x 50kW DC chargers	\$160,261
Springs Junction	2 x 50kW DC chargers and 3 x 120kWh batteries	\$537,482
Haast	2 x 50kW DC chargers	\$171,001
Hari Hari	2 x 50kW DC chargers	\$129,930
St Arnaud	2 x 24kW DC chargers	\$65,240
	Total	\$1,063,914
	Including additional \$2,000 for reporting	\$1,065,914

4. **EECA Funding and payments** EECA Funding is capped at a maximum of \$1,065,914 plus GST.
EECA Funding cannot exceed 9(2)(b)(ii) of the actual costs of delivery of any Milestone for Kohatu, Haast, Hari Hari and St Arnaud, and cannot exceed 9(2)(b)(ii) of the actual costs of delivery of any Milestone for Springs Junction.

5. Milestones

Project planning				
1	Project planning and initiation	<p><u>Project Report 1:</u></p> <p>A report confirming that:</p> <ul style="list-style-type: none"> A project plan for the delivery of the Project has been completed (see item 1 of Schedule 2, and the requirements set out in Schedule 3); The reporting template and data requirements; The specific address and GPS co-ordinates of the Sites for the Project to be implemented; Timeframes, costs and personnel; and The Project has commenced. 	31/07/2022	Nil

Out of Scope

Out of Scope

Springs Junction

22	Hardware procurement (including two 50kW DC chargers, BESS and transformers)	<p><u>Project Report 22:</u></p> <ul style="list-style-type: none"> A report with evidence of purchase orders for all hardware issued to OEMs by MEL (Meridian) and items are landed in MEL warehouse. Any other information that EECA should be aware of in relation to the Project. 	17/07/2023	\$363,308
23	Network Upgrade Works	<p><u>Project Report 23:</u></p> <ul style="list-style-type: none"> A report with evidence of purchase orders for Tx (transformers) procurement issued, acceptance of network upgrade works confirmed, and Tx upgrade works completed by relevant EDB. Any other information that EECA should be aware of in relation to the Project. 	25/08/2023	\$78,092
24	Installation completion	<p><u>Project Report 24:</u></p> <ul style="list-style-type: none"> A report with evidence of completed installation works, QA reviews and Practical Completion confirmed by MEL. Include photographs of the charging stations and ancillary equipment, and copies of all relevant documentation including invoices and Supplier Declaration of Conformity. List all assets delivered through the Project. Confirmation of registration with 'EV Roam'. Any other information that EECA should be aware of in relation to the Project. 	31/10/2023	\$89,740
25	OPEX and Maintenance	<p><u>Project Report 25:</u></p> <ul style="list-style-type: none"> A report with evidence of submitted O&M & As Built Drawings. Any other information that EECA should be aware of in relation to the Project. 	15/12/2023	\$6,342
26	Launch and promotion of the chargers	<p><u>Project Report 26:</u></p> <p>A report containing evidence of the launch and promotion of the chargers:</p> <ul style="list-style-type: none"> Include copies of all relevant documentation including 	15/12/2023	Nil

		photographs of the launch.		
Project reporting				
27	Quarterly report – operational data and project updates on each Site	<u>Project Report 27:</u> A report containing operational data and project updates on each Site as specified in Schedule 3 of this Agreement.	31/01/2024	Nil
28	Quarterly report – operational data and project updates on each Site	<u>Project Report 28:</u> A report containing operational data and project updates on each Site as specified in Schedule 3 of this Agreement.	30/04/2024	Nil
29	Quarterly report – operational data and project updates on each Site	<u>Project Report 29:</u> A report containing operational data and project updates on each Site as specified in Schedule 3 of this Agreement.	31/07/2024	Nil
30	Quarterly report – operational data and project updates on each Site	<u>Project Report 30:</u> A report containing operational data and project updates on each Site as specified in Schedule 3 of this Agreement.	31/10/2024	Nil
31	Quarterly report – operational data and project updates on each Site	<u>Project Report 31:</u> A report containing operational data and project updates on each Site as specified in Schedule 3 of this Agreement.	31/01/2025	\$2,000
Project close-out interview				
32	Project close-out interview with EECA	<u>Project close-out interview:</u> An interview with EECA to discuss the outcomes of the Project, alignment with Project objectives and opportunities for knowledge sharing, such as industry conferences, papers and promotional activity. Preparation for the interview will include an assessment of Project activities and outcomes during the Project period, including specific results and outcomes, key barriers and challenges, relevant data and evidence and lessons learned.	30/06/2025	Nil

Schedule 2: Project Specific Conditions

Pages: 21&22

(Refer to the next page...)

Schedule 2: Project Specific Conditions

The Recipient will:

1. Develop a project plan, to be available to EECA on request, to manage the performance of its obligations under this Agreement; and which must include as appropriate:
 - (a) A detailed health and safety assurance plan;
 - (b) Project timetable and activity schedules;
 - (c) Updated Project budget with, as appropriate, details about vehicle, technology or charging infrastructure specifications and costs, conversion costs, charger costs and installation and commissioning costs, and any other details relevant to the Project;
 - (d) Site details, including address for installation of technologies or charging infrastructure, or location of Project;
 - (e) Project delivery resources;
 - (f) Project risk assessment and mitigation measures; and
 - (g) Plan for reporting under Schedules 1 and 3.

Where relevant to the project, the Recipient will:

2. Ensure that any electric vehicle charging infrastructure installed under this Agreement complies with the NZ Transport Agency public charging infrastructure guidelines;
3. Ensure that any electric vehicle supply equipment installed under this Agreement complies with the technical guidance developed by WorkSafe (<https://worksafe.govt.nz/laws-and-regulations/regulations/electrical-regulations/regulatory-guidance-notes/electric-vehicle-charging-safety-guidelines/>). Projects that include EV chargers must also follow EECA's Publicly Available Specifications (PAS) Guidelines on commercial and residential charging (<https://www.eeca.govt.nz/regulations/publicly-available-specifications/>);
4. Provide EECA with a Supplier Declaration of Conformity for each type and model of electric vehicle supply equipment installed under this Agreement;
5. Ensure that any electric vehicle supply equipment purchased or leased under this Agreement is insured against damage and loss for a minimum period of two years from the date of purchase. If equipment is to be used by any third party, insurance is extended to cover this use;
6. Use reasonable endeavours to ensure that all electric vehicle supply equipment installed under this Agreement is available for use in a well maintained and legal state for a minimum period of two years, with an annual availability of 95%, from the date of commissioning; unless such non-availability is caused by factors outside of Meridian's reasonable control such as electric vehicle supply equipment being unavailable outside of the purchaser's standard business hours, local power outages both planned and unplanned, scheduled charger maintenance, significant damage or loss, contractor unavailability or travel time associated with remote locations and any Force Majeure Event;
7. Repair the funded electric vehicle supply equipment, in the event that any are out of service, in a prompt manner to ensure compliance with the availability requirements specified in item 6 above;
8. Ensure that all sign writing and branding to be done as part of this Agreement is completed according to brand guidance provided to the Recipient by EECA; and

9. Ensure that electric vehicle chargers are registered on EV Roam if relevant.

Schedule 3: Knowledge Sharing and Reporting

Pages: 23&24

(Refer to the next page...)

Schedule 3: Knowledge Sharing and Reporting

The Recipient will provide knowledge, reporting and data deliverables set out below and in Schedule 1, and as agreed with EECA from time to time (each a Report). The tables set out in this Schedule 3 below are for indicative purposes only and the required content of each Report shall be agreed between EECA and the Recipient no later than 2 weeks prior to the Completion Date or agreed delivery date for that Report. Formal reports containing the information set out below will be required at 6 and 12 months after project launch.

Data Item	Units	Description
On-off charger station details (per Charging Station)		
Location of charger		Physical address of site
Date first operational		The date the charger was first operational and able to supply electricity
Owner, manufacturer and operator		Name and description (including manufacturer model number)
Technical specifications and details		Technical specification sheet including key data that describe the characteristics of the charging station (including size of charger in KW, number of plugs/heads per charger, electric current type, connector type)
Fuel type and supply details		Fuel type, electrical details and supply for charger installation (e.g GXP, substation, voltage supply, the electrical supply capacity at the site and electric supply demand of the charging station)
Health & Safety plan for the location/charger		Safety measures operating on the site for the charger and users
Operational data (per charging station)		
No. of charging events	# events	The number of times the charger is used
Quantity of charge per event	kwh per event	The quantity of energy delivered per charge
Charge event duration	hh:mm:ss per event	The total time the charging event takes place
Inactive charge time duration	hh:mm:ss per event	The time during the charging event that the vehicle is not drawing power from the charger (e.g plugged in but not charging)
Time of day for charging event	Start and end time per event	Start and end time of the charging event

Cycling of on-site energy storage or supply	Cycles for ancillary battery storage or local energy supply system	Number of events and energy discharged (withdrawn) or charged (injected) into the storage and/or energy supply system Number of charging sessions where battery was undercharged or unavailable
Charger defects and maintenance activities	# events	Occurrence and details of maintenance events of the charging station (planned and unplanned)
Operational metrics including uptime and availability	% per month	Time that the charger is operational in a period
Publicly accessible information on charger status	Live data	Status of the charger (e.g active in use, active vacant, inactive, decommissioned etc)
Payment types	# payment types	List of payment types available for payment by the user Billing platform used Pricing model used (e.g. dynamic, cost per kW + time factor)
Financial data (per charging station)		
Capital expenditure	NZD \$ (excl GST)	An itemised cost breakdown for each component, budget and actual
O&M expenditure	NZD \$ (excl GST)	An itemised cost breakdown for each component, including cost for operation and per maintenance event, budget and actual e.g. electricity lines maintenance costs, cost of connection at the site
Other costs	NZD \$ (excl GST)	An itemised cost breakdown of any other costs of commissioning or operating the charging station e.g. cost of consent, site surveys

Section Titles: Recipient's Obligations, EECA Funding, Repayment, Information Management, Intellectual Property, Health and Safety, Termination.

Pages: 4-8

Out of Scope

3. Recipient's Obligations

3.1 Subject to clause 3.2, the Recipient will:

- (a) undertake the Project in accordance with this Agreement;
- (b) take full responsibility for the Milestones as part of the Project and manage the implementation of the Project in accordance with good operational and health and safety practices;
- (c) implement and manage the Project with all due care and skill and to a professional standard commensurate with the nature of the Project;
- (d) notify EECA promptly of any matter that could impact or delay the Milestones or Project Reports or any other aspect of the Project;
- (e) schedule regular meetings with EECA to discuss progress with the Project;
- (f) not act in a manner that would damage the reputation of EECA;
- (g) comply with the project specific conditions detailed in Schedule 2;
- (h) comply with the knowledge and reporting requirements set out in Schedule 3; and
- (i) If the Recipient sub-contracts any aspect of its performance under this Agreement the Recipient is liable for all acts or omissions of the relevant sub- contractor and any such sub-contracting will not release the Recipient from liability for the performance of any of its obligations under this Agreement.

3.2 Notwithstanding anything else in this Agreement, the Recipient's obligations in relation to the Project at each Site (including to undertake, procure and implement, for the Project at that Site is subject to the Recipient being satisfied:

- (a) that the Recipient has obtained formal agreement from the landowner(s) for that Site for the Recipient to (among other things) undertake work to install, commission and maintain chargers and batteries (as applicable) at that Site, and

- (b) in relation to the Springs Junction Site only, with due diligence of the BESS hardware and the BESS hardware being appropriate for use in New Zealand in all respects (including the BESS hardware having obtained all certifications and approvals).

4. EECA Funding

- 4.1 Subject to the funding criteria in item 4 of Schedule 1, and the Recipient's compliance with this Agreement, EECA agrees to pay the Recipient the EECA Funding, applicable to and on the achievement of each Milestone.
- 4.2 To receive EECA Funding, the Recipient must provide EECA with a Claim and the applicable Project Report. The Claim will contain at least the following details:
 - (a) the Recipient's name, address and GST number;
 - (b) the Proposal number (refer Schedule 1);
 - (c) the Milestone against which the Claim is being made;
 - (d) evidence of completion of the relevant milestone (e.g. receipts or proof of purchases, photos); and
 - (e) the amount and GST due.
- 4.3 Following the receipt and approval of a Claim, EECA will provide the Recipient with a buyer created invoice at the time of making payment.
- 4.4 Subject to clause 4.5, if EECA receives a valid Claim by the 10th of the month following the month that the Claim relates to, EECA will pay the sum set out in the Claim on the 20th day of that month. Any valid Claims received after the 10th of the month will be paid by the 20th of the following month.
- 4.5 If EECA disputes the sum in any Claim:
 - (a) EECA will notify the Recipient of the dispute following receipt of the Claim;
 - (b) EECA will pay the undisputed portion of the Claim in accordance with clause 4.4; and
 - (c) the disputed portion will be dealt with under clause 11 (Disputes).
- 4.6 EECA is not under any obligation to make any payment under this Agreement until EECA has received:
 - (a) a valid Claim for the EECA Funding from the Recipient; and
 - (b) reasonably satisfactory evidence from the Recipient, including any other evidence not stipulated in the reporting requirements, necessary to demonstrate that the relevant milestone has been completed in accordance with this Agreement.
- 4.7 If EECA is required by law to withhold any taxes from any payment required to be made by it under this Agreement, payment of the valid Claims shall be deemed to have been made in full if EECA makes payment of the invoiced sum, less the taxes so required to be withheld.
- 4.8 The Recipient agrees and warrants that it will use EECA Funding only for the purposes set out in this Agreement. If any of the EECA Funding is not used for the purpose of the Project, the Recipient must immediately repay the EECA Funding.
- 4.9 The Recipient agrees that it has not received and will not receive any other New Zealand Government funding (including from any Crown entity) in connection with this Project.

- 4.10 For the avoidance of doubt, if one Milestone is not completed, this shall not affect EECA's obligation to pay the EECA Funding for any other Milestone in accordance with the terms of this Agreement.

5. Repayment

- 5.1 Without limiting any other remedy EECA may have, the Recipient must repay EECA any amounts of EECA Funding paid to the Recipient in the circumstances set out in this clause 5.
- 5.2 If the actual total costs of the Project are less than the total costs set out in the Proposal, and the Recipient has claimed, and EECA has paid the full amount of EECA Funding available under this Agreement, the Recipient will repay to EECA an amount of EECA Funding proportional to the reduction in total costs (i.e. so that the EECA Funding does not exceed the percentage of total costs as set out in item 4 of Schedule 1, when applied against actual costs) within 10 days of a demand in writing by EECA.
- 5.3 EECA may at its sole discretion require the Recipient to repay to EECA any amounts it has paid to the Recipient under this Agreement (such repayment to be made within 20 Business Days of EECA's notice) if the Recipient:
- (a) materially breaches any of its obligations and does not remedy such breach within 20 Business Days of being notified in writing of the breach by EECA; or
 - (b) suffers an Insolvency Event.

6. Information Management

- 6.1 The Recipient must:
- (a) subject to clause 3.2, provide EECA with the Project Reports by the relevant Milestone 'Completion date' specified in item 5 of Schedule 1;
 - (b) keep and maintain full, true and up-to-date Records of the performance of its obligations under this Agreement during the term of this Agreement and for a minimum of three years following termination or expiry of the Agreement;
 - (c) allow EECA or its nominee on request and subject to reasonable notice to audit the Records, or audit the performance of the Recipient under this Agreement (including reviewing the Records) from time-to-time, as reasonably required by EECA;
 - (d) co-operate with EECA and provide all information and assistance reasonably requested by EECA to allow EECA to promote, if successful, the Project through the publication of case studies, guides, workshops and seminars (including the participation of the Recipient at one or more workshops and seminars arranged by EECA);
 - (e) provide to EECA any information reasonably requested by EECA relating to the performance of the Recipient's obligations pursuant to this Agreement. All information provided by the Recipient must be in a format that is usable by EECA, and delivered within a reasonable time of the request;
 - (f) co-operate with EECA to provide any of the information requested under clause 6.1(e) as soon as reasonably practicable if the information is required by EECA to comply with an enquiry or its statutory, parliamentary, or other reporting obligations; and
 - (g) make sure that any Records provided to EECA or created for EECA, are securely managed and securely destroyed on their disposal.

- 6.2 The parties shall otherwise co-operate promptly and share information with each other as necessary to meet the operational objectives of EECA and enable the parties to perform their respective obligations under this Agreement.

7. Intellectual Property

- 7.1 Any intellectual property already in existence at the commencement of this Agreement shall remain the property of that party.
- 7.2 All intellectual property created, or developed, by, or for, the Recipient in performing this Agreement, including all intellectual property rights in the Project will be owned by the Recipient.
- 7.3 The Recipient grants to EECA a perpetual, irrevocable, royalty-free and non-exclusive licence to use the Recipient's existing and new intellectual property in relation to the Project solely and to the extent strictly necessary for EECA to carry out EECA's obligations provided in this Agreement and for no other purpose whatsoever. Without limiting the foregoing, EECA acknowledges EECA is not granted any rights whatsoever to use or exploit commercially or otherwise the Recipient's existing or new intellectual property, or to share such intellectual property with any third parties other than as necessary to fulfil its reporting obligations.

8. Health And Safety

- 8.1 If there is an inconsistency or ambiguity between this clause and the WHS Laws, the WHS Laws will prevail.
- 8.2 The Recipient must at all times when undertaking the Project in accordance with this Agreement comply with all applicable WHS Laws.
- 8.3 The Recipient must (and must ensure that its Workers):
- (a) at all times identify and exercise all necessary precautions for the protection of the health and safety of all persons including Workers, EECA, and members of the public who may be affected by the Project or by the performance or purported performance of the Project;
 - (b) undertake the Project in a safe manner; and
 - (c) in performing its obligations under this Agreement, including undertaking the Project, do all things reasonably requested by EECA or any of its personnel to allow EECA to discharge and comply with EECA's obligations under the WHS Laws in relation to the project.
- 8.4 The Recipient will:
- (a) comply with any directions on safety issued by any relevant authority;
 - (b) notify EECA and the relevant authorities promptly after any Serious Incident regarding the Project;
 - (c) promptly after that event occurs, conduct an investigation into the circumstances of such a near miss or an incident (including a Serious Incident) affecting or potentially affecting the health and safety of any person and promptly notify EECA of the outcome of any such investigation in relation to the Project; and
 - (d) if requested by EECA, promptly provide to EECA any documents relating to or created in respect of any investigation (by the Recipient or any regulator) into a near miss or incident (including a Serious Incident) in relation to the Project.

8.7 The parties will consult, co-operate, and co-ordinate activities with each other in order to ensure that each of the parties (including, in the case of the Recipient, any subcontractors) meet their obligations under this Agreement and the WHS Laws.

9. Termination

9.1 Either party may terminate this Agreement if the other party commits a material or persistent breach of this Agreement and, if such breach is capable of remedy, fails to remedy that breach within 20 Business Days after receipt of a notice from the other party requiring the breach to be remedied.

9.2 EECA may terminate this Agreement on notice with immediate effect if:

- (a) EECA considers in its sole discretion the Recipient has not materially fulfilled its obligations under clause 3.1; or
- (b) the Recipient becomes insolvent; or
- (c) the Recipient is the subject of enforcement action pursuant to the WHS Laws in relation to the Project.

9.3 Upon termination of the Agreement under clause 9.2, EECA will not be obliged to pay the EECA Funding remaining under the contract and any EECA Funding paid to the Recipient will be repayable on demand by EECA.

9.4 The termination of this Agreement shall be without prejudice to either party's rights and remedies in respect of any breach by the other party to this Agreement.

Out of Scope

2. LETF 04-059 Variation of Contract - Deferred Milestone Dates – signed

Section Title: Terms of this Variation

Page: 1

Terms of this Variation

1. The parties agree that this Variation shall be effective on and from 1 September 2023 ("Effective Date").
2. On and from the Effective Date, the terms set out in the Agreement are varied by:
 - (a) Extending the 'Completion date' for the Milestones as set out in the schedule overleaf:

VOC EMET 2020 v1

Section Title: Terms of this Variation

Page: 2

Springs Junction		
Project Report 22 – hardware procurement	17/07/2023	17/10/2023
Project Report 23 – network upgrade	25/08/2023	25/11/2023
Project Report 24 – installation	31/10/2023	22/12/2023
Project Report 25 – as-builts	15/12/2023	15/01/2024
Project Report 26 – launch	15/12/2023	15/01/2024
<i>One month delay caused by the need for batteries due to low power availability</i>		
Project Reporting		
Project Report 27 – quarterly report	31/01/2024	Keep original date
Project Report 28 – quarterly report	30/04/2024	Keep original date
Project Report 29 – quarterly report	31/07/2024	Keep original date
Project Report 30 – quarterly report	31/10/2024	Keep original date
Project Report 31 – quarterly report	31/01/2025	Keep original date
Project Report 32 – project close out	30/06/2025	Keep original date

Section Title: Terms of this Variation

Page: 3

3. All other terms and conditions contained in the Agreement will continue in full force and effect.
4. This Variation may be executed in two or more counterparts (including facsimile or electronic pdf copies) each of which shall be deemed to be an original, but all of which together shall constitute one instrument. No counterpart shall be effective until each party has executed at least one counterpart.