



THE CORPORATION OF THE VILLAGE OF ASHCROFT

SPECIAL COUNCIL MEETING

AGENDA

FOR THE MEETING OF COUNCIL TO BE HELD IN THE COUNCIL CHAMBERS OF THE VILLAGE
OFFICE AT 9:00 AM ON MONDAY, OCTOBER 30, 2023

1. **CALL TO ORDER**

"Mayor and Council wish to acknowledge that the meeting today is held within the traditional territory of the Nlaka'pamux people."

2. **ADOPTION OF THE AGENDA**

Motion to adopt the Agenda as presented or as amended

M/S

THAT, the Agenda for the Special Meeting of Council held on October 30, 2023 be adopted as presented.

3. **MINUTES**

All Minutes are adopted at a Regular Meeting of Council.

4. **DELEGATIONS**

4.1	NONE	
-----	------	--

5. **PUBLIC COMMENTS / QUESTIONS**

6. **DISCUSSION ITEMS**

5.1	NONE	
-----	------	--

7. **BYLAWS FOR DISCUSSION**

6.1		
-----	--	--

8. **STAFF REPORTS**

7.1	CAO Report – Rural Economic Diversification and Infrastructure Program Grant Application M/S <i>THAT, Council supports the Village of Ashcroft's application to the Rural Economic Diversification and Infrastructure Program to redevelop the front end of Heritage Park and that Council is committing to leverage the project cost by 20% as per the program requirements and further that Council will support the program throughout the duration of the project.</i>	P. 1-15
7.2	CAO Report – BC Hydro – EV Charging Station Agreement M/S	P. 16-31

	<i>THAT, Council's gives approval for the Mayor and CAO to sign the Agreement with BC Hydro for a 10-year commitment of Village property located at 680 Railway Ave. as the site location for the EV Charger with a 10-year option to renew.</i>	

9. CLOSED MEETING

Motion to move to a closed meeting to discuss an item under the Community Charter Section 90.1

9.1		
-----	--	--

10. TERMINATION

STAFF REPORT TO COUNCIL – SPECIAL MEETING

MEETING DATE: October 30, 2023
FROM: Daniela Dyck, Chief Administrative Officer
SUBJECT: Request Approval to Submit Rural Economic Diversification and Infrastructure Application

Purpose

Request Council's support for the Village of Ashcroft's grant application to the Rural Economic Diversification and Infrastructure Program (REDIP) for the redevelopment of the front end of Heritage Park.

Recommendation

THAT, Council supports the Village of Ashcroft's application to the Rural Economic Diversification and Infrastructure Program to redevelop the front end of Heritage Park and that Council is committing to leverage the project cost by 20% as per the program requirements and further that Council will support the program throughout the duration of the project.

Alternatives

Amend the motion at Council's discretion.

Discussion

The 2021-2022 Strategic Plan identified the redevelopment of the front end of Heritage Park as a priority and established a working group to move the project forward. Sirocco Landscaping Inc. was contracted to develop the new design and provide cost estimates.

Staff was tasked to source grant funding opportunities, as such this report is before Council today. Attached is the quote for the scope of the work and the design for Heritage Park. The REDIP funding stream will cover a total cost of 80% of the project and requires the village to leverage the remaining 20%. Of the remaining 20%, 10% can be classed as in-kind contribution. Administration proposes that the 10% in-kind contribution could be for the earthwork portion of the project where we can utilize village equipment such as the backhoe, loader, and dump truck to excavate and haul materials from the park.

Administration will continue to source other funding opportunities that could be used to leverage the required 20%.

Strategic/Municipal Objectives

Heritage Park – Strategic Priority

Legislative Authority

N/A

Financial Implications

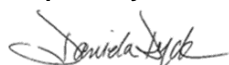
Projected total cost is \$900,000

Village portion of 20% is \$180,000 (includes in-kind contribution)

Attachment Listing

Sirocco Quote and design

Respectfully Submitted by:



Daniela Dyck,
Chief Administrative Officer

**VILLAGE OF ASHCROFT
ASHCROFT, BRITISH COLUMBIA V0K 1A0**

Sales: Spencer Densch

**VILLAGE OF ASHCROFT, MILLENIUM PARK -
Enhancement/Renovation**

601 Bancroft Street Ashcroft, British Columbia V0K 1A0

Est ID: EST3982009 1

Email:

Date: Jun-21-2023

Phone: 250-457-7497

Please find our estimate for your exciting landscape project below. Thank you for considering Sirocco Landscapes Ltd!

EW - EARTHWORKS

\$53,389.67

Project Scope:

- Necessary excavation prior to installation of the approved landscape plan. Included:
- Set-up/tear-down
- Dismantle/stage, remove, palletize, relocate site furnishings
- Dismantle/palletize existing block structures
- Lift/dispose of boardwalk sidewalk timbers
- Dismantle/stage/relocate the existing kiosk
- Dismantle/stage the existing waterwheel
- Excavation
 - Remove organic top layer
 - Remove/stage boulders
 - Prep subgrades for:
 - Water features
 - Paving stones
 - Planting beds
 - Turf areas
- Fall/buck-up 6-8 existing mature trees
 - Firewood is to be removed from the site by others
- Drain the existing water-feature to the storm sewer
- Sub-grade compaction
- Removal of spoil soils to Village of Ashcroft yard
- Underground hazard location - where necessary
- Installation of conduit - where necessary
- Mobilization/de-mobilization of necessary equipment

- Site clean-up - daily and final wash upon completion

Notes:

- **Due to the nature of concrete removal, we can only estimate the labour/removal/disposal costs. This estimate provides a labour/removal/disposal budget. Additional costs may be applicable if additional labour or trucking or disposal fees are incurred. Additional labour or trucking or disposal fees may not be correlated**
- **Due to the nature of excavation/site-prep, we can only estimate the labour/removal/disposal costs. This estimate provides a labour/removal/disposal budget. Additional costs may be applicable if additional labour or trucking or disposal fees are incurred. Additional labour or trucking or disposal fees may not be correlated**
- **While we will take great care to protect existing trees and shrubs, some may experience stress as a result of the project either above or below ground. Sirocco Landscapes Ltd will not be held responsible for immediate or future tree/shrub distress or death**
- **This estimate assumes that all organic debris, clean fill, wood, palletized blocks, light standards, and existing site furnishings can be relocated/disposed of at the Village of Ashcroft Public Works yard**
- **This estimate does not include a budget for temporary fencing**
- **Whereas we will be extremely careful dismantling the waterwheel and kiosk we can not be held responsible for any damages that may occur to the structures during the course of dismantling**
- **This estimate assumes that we will be able to utilize adjacent parking lots and the park itself for staging of materials for the duration of the project**
- **It is not perceived that we will need, nor does this estimate include, traffic control**

HS - PAVING STONES

\$154,567.72

Project Scope:

- Supply and install paving stone, walkways, and main area as per the approved landscape design. Included:
 - Compact/grade sub-grade - where necessary
 - Install/compact base materials - minimum 4"-8" lift - where necessary
 - Install edge restraints - where necessary
 - Install bedding sand - 1" lift
 - Install paving stones - Broadway Series, colour/pattern - TBD
 - Install jointing sand - Polymeric, colour TBD

Notes:

- **We propose to use gravity to drain water off the walkways and main area through gentle slopes to soft landscaping. If surface drains are requested we will provide a revised estimate**
- **We will use concrete slurry for our edge restraints, rather than the industry standard plastic. This provides a much stronger edge**
- **The paving stone slope will be somewhat steep from the upper Natural Water Feature patio to the lower walkway. Sirocco Landscapes Ltd does not assume any liability for slope or incidents that may occur because of it**

HS - GARDEN WALLS

\$50,629.23

Project Scope:

- Supply and Install block walls, as per the approved landscape plan. included:
 - Install/compact base materials - minimum 6" lift
 - Install block walls
 - Barkman Keystone Linear - charcoal
 - The walls will connect poured-in-place concrete corner pillars
 - The top course will overhang the bottom two courses by approximately 1'
 - This will allow the hardscape lights to be tucked under the top block
 - The walls will be approximately 16" high
 - Walls will be installed with:
 - Carbon pin anchoring system
 - Clear wall rock - minimum 12" behind walls

Notes:

- **This estimate does not include poured-in-place concrete corners. Please see the Flatwork component**

HS - FENCING, CONCRETE

\$11,564.60

Project Scope:

- Supply and Install concrete fencing. included:
 - 80' x 6' tall concrete fence system
 - Installed in one stretch from the existing cedar hedge to the mural
 - 7.5' Posts x 15
 - Post Caps x 15
 - End Post Caps x 2
 - Rail Caps x 16
 - Section Length (post centre to post centre) - 5'
 - Sonotubes and concrete for post installation
 - Freight to the site

Notes:

- **This estimate is based on an 80' fence. The minimum order for this product is 200'**
 - **We will try to order the fence in line with other manufacturing projects to reduce costs**
 - **In the event that we cannot the price will increase to the minimum length of 200'**
- **This estimate is contingent on being able to install the fence from the railway**
- **The fence is manufactured as raw concrete. Spray staining will be up to the client after installation**

SS - ORGANIC TURF

\$32,251.65

Project Scope:

- Supply and install soil/turf as per the approved landscape plan. Included:
 - Grading/swaling of sub-grade
 - Installation of locally produced high-quality topsoil - 4" lift
 - Installation of locally produced cut turf grass
 - Topsoil and turf will be compacted with a turf roller to squeeze out air pockets
 - Initial fertilizer application

Notes:

- Access will be restricted to turf areas for approximately 2-3 weeks ost installation as the turf roots

SS - XERISCAPING

\$47,813.69

Project Scope:

- Supply and install softscaping, as per the approved landscape design. Included:
 - Install premium topsoil into planting beds - min 12" lift
 - Installation of plant materials
 - Planting amendments will be used
 - Specimen Boulders
 - Flagstone stepping stones - where necessary
 - Top dress planting beds with premium fertilizing mulch
 - Installation of tree stakes - as necessary

Notes:

- This estimate does not include plant materials - please see the plant budget
- All planting beds will be topdressed with course fertilizing mulch. If river rock or shale is preferred, we can provide an estimate for the additional costs

SS - PLANT LIST

\$13,872.43

The plant budget is based on the landscape plan and is subject to change due to availability.

PLEASE NOTE:

- Sirocco Landscapes Ltd does not receive guarantees/warranties on plant materials from our suppliers
- Sirocco Landscapes Ltd provides a warranty on its plantings for one (1) growing season if there is an approved irrigation system, and only until the time for irrigation winterization
- Sirocco Landscapes Ltd does not warranty plant materials over the winter
- We have priced the largest specimens available at the time of estimation

WF - WATER-FEATURE, NATURAL

\$60,219.39

Project Scope:

- Supply and install natural ponds and waterfall. Included;
 - Install waterfall pumps/plumbing/auto-fill valve
 - The pump will be an external inline setup
 - The pump will be housed in a concrete vault with the Dandelion pumps
 - The autofill valve will be fed by a dedicated zone as a part of the irrigation system
 - Install underlayment and pond liner
 - We will double-line and in some cases triple-line the reservoirs to guard against leaks
 - Install boulders of various sizes
 - Concrete pads and underlayment will be used for larger boulders

- Decorate the falls with River Rock of various sizes
- Install waterfall lighting
 - 6 x Stainless underwater lights
- Install plumbing to feed the waterwheel

Notes:

- **This estimate does not include electrical work. Please see the electrical component**
- **This estate assumes that we will be able to access all the existing large stone onsite**
 - **We will need access to rock products as viewed at the Ashcroft Public Works yard, as follows:**
 - **8-10 cubic yards of 2-8" clear rock**
 - **3-5 cubic yards of 1" river rock**
- **The water-feature pump vault is proposed to be located behind the existing mural**
- **The natural water-feature will run 24/7**
- **This estimate assumes that the irrigation system will be able to provide 90PSI at 15-20GPM. If not, additional plumbing may be required at an additional cost**
- **This estimate does not include the installation of the waterwheel**
- **Pricing for the lights will be included in the lighting component**

ST - FENCING, WATER-FEATURE

\$15,429.91

Project Scope:

- Supply and install metal fencing as per the approved landscape plan. Included:
 - 5 Ft. Black 3 Rail Montage Genesis (4") Panels
 - Gate Montage Genesis (4") – 3 Rail – Blk – 45" Leaf 5'
 - Gate Post Hinge 2" Black
 - Comes complete with Tru Close self-closing hinges and Sumo GL2 Dbl. Sided lock
 - 2 in x 16 ga. x 7' 9 in Black Posts
 - 2" Black Universal Brackets
 - All posts will be set in standard concrete footings

Notes:

- **A heavy-duty commercial-grade option is available in the same series. We can provide pricing, if requested**

WF - WATER-FEATURE, DANDELION

\$40,844.88

Project Scope:

- Supply and install a pondless Dandelion Water Feature, as per the approved landscape plan. Included:
 - Installation of
 - Plumbing rough-in
 - Concrete pump vault
 - Pumps x 2
 - External inline pumps will be used
 - Autofill valve
 - 1 x chlorinator

- 1 x Filtration system
 - 6 x Brass bottom drains
- Install Dandelion features
 - 1 x 1m riser
 - 1 x 1.5m riser
 - 1 x 2m riser
 - Manufactured with nickel/chrome
- Decorate the feature basin with 6-12" river rock
- Install waterfall lighting
 - 6 x Stainless underwater lights
 - The lights will be LED
 - They will have colour-changing capabilities
- Remote/App-based controller

Notes:

- **This estimate does not include electrical work. Please see the electrical component**
- **The water-feature pump vault is proposed to be located behind the existing mural**
- **This estimate does not include a pressure switch to activate the feature**
- **The Dandelion water feature can be programmed to shoot down for the night**
- **This estimate assumes that the irrigation system will be able to provide 90PSI at 15-20GPM. If not, additional plumbing may be required at an additional cost**
- **The Dandelion colour-changing lights will operate autonomously from the rest of the lighting system**
- **Dandelion lighting pricing is included in this estimate**

IR - IRRIGATION SYSTEM, COMMERCIAL

\$27,748.73

Project Scope:

- Supply and install labour/parts to install a new premium irrigation system. Including:
 - Trencher to be used for excavation - if necessary
 - Mixed pipe system - pipe size TDB
 - Based on minimum 90 lbs static pressure, and 15-20 GPM at 30 lbs operating pressure
 - Filter assembly (if necessary), valve manifold, fittings, and accessories - as necessary
 - System to include:
 - 8 x Turf zones
 - 3 x Micro zones
 - 2 x Water feature zones
 - Delivery of all project-related materials
 - Initial charge and start-up of the system, setting of heads for coverage, and initial setting of the timer
 - Winterization of the system in the first year

Note:

- **All existing irrigation in the project zone will be replaced**
- **While we will take care to protect the existing landscape, we are not responsible for any damage that may occur to the existing plant life as a result of our installation**
- **Winterization only includes the added zones. Additional charges will apply if the rest of the park is winterized by us**
- **Pricing will be subject to re-evaluation after 30-days**
- **Pricing subject to change after a thorough assessment of the existing system, flow and pressure**

LI - LANDSCAPE LIGHTING

\$34,491.42

Project Scope:

Supply and install a low-voltage landscape lighting system, as per the approved landscape plan. Included:

- 26 x Hardscape lights - for raised planters/Dandelion water-feature
- 16 x Inground uplights for trees - 35 degree
- 2 x Inground uplights for trees - 60 degrees
- 6 x Underwater lights - natural water-feature
- 600-watt mounted transformer to power the system w/ smart timer module
 - The system control system will be App-based
- All necessary wire, conduit, and parts to complete the installation

Note:

- **In most areas, the wire will be a direct bury and less than 8" deep. It is low-voltage and is not required to be deeper. We will tuck it along hard edges as much as possible. Where necessary it will run through conduit**
- **The transformer will be mounted in the mechanical room**
- **The system can operate as one autonomous system or be split into zones, as desired; for example, Natural Water-Feature Lighting Zone and Landscape Lighting Zone**

ST - FLATWORK

\$45,040.53

Project Scope:

- Supply and install concrete flatwork for the approved landscape plan. Included:
 - Recycling Station Pads
 - 2 x 48"x30" x 4" thick
 - Trowel finish
 - Kiosk Pad
 - 50 sqft (in an equilateral triangle shape) x 4" thick
 - Trowel finish
 - Dandelion Waterfeature Basin
 - 303 sqft x 6" thick - slab
 - 10" high x 70 lft x 6" thick - perimeter curb
 - All piping conduits will be pre-installed
 - Sealed
 - Sidewalk
 - 150' x 6' = 900 sqft
 - Concrete Corners
 - Raised Planters
 - Dandelion Water-Feature
 - Corner exit surface shall be 14" wide
 - Corners to be slightly rounded
 - Corners will need footings to get below the frost line
 - Each corner will have approximately 15" above grade
 - Each corner will be connected to adjacent corners with segmental block materials
 - Concrete to be dyed - colour TBD
 - Finish - TBD

Notes:

- **Concrete pricing is pending**

- **This estimate will not include segmental blocks. Please see the Garden Wall component**

ST - ELECTRICAL

\$25,444.62

Project Scope:

- Supply and install electrical for the approved landscape plan. Included:
 - Permits
 - Supply 220v power to the pump vault
 - Supply 110v power to
 - The pump vault
 - 4 x raised planter beds
 - Natural water-feature bed
 - 3 x outlets along the front of the existing mural
 - All outlets will be installed in irrigation boxes with the lids being at the final grade
 - A waterproof subpanel to be installed on the back side of the existing mural

Notes:

- **Costs may increase before the commencement of the project and are subject to change**
- **Power will be pulled from the EV charging station**
- **This estimate does not include excavation. Please see the Earthworks component**

OH - DRAFTING

\$3,790.34

Project Scope:

- Supply additional necessary construction drawings. Included:
 - Dandelion vault cross-sections/detail
 - Plumbing detail
 - Raised Planter cross-sections/detail
 - Waterwheel detail
 - Conduit/Electrical/Irrigation layout

Notes:

- **The above is based on an hourly rate of \$130/hour. If additional time/drawings are needed then additional costs will apply**

OH - LIVE-OUT-ALLOWANCE

\$40,00.00

Live-out allowance to include:

- Meals
- Incidentals
- Accommodation
- Based on \$200.00/day (based on 200 person days)

Notes:

- The Live-Out-Allowance will be determined by final project scope, crew size and duration of the project

HS - BENCHES/RECYCLING STATION**\$28,945.91****Project Scope:**

- Supply and install wall-top benches and recycling stations. Included:
 - 6 x 6' Wall-Top Benches, with armrests
 - Benches will be Walnut with black hardware
 - Plastic lumber will be used
 - Mounted on top of the Barkman Keystone Linear walls
 - 2 x Curved Top Two Stream Recycling Stations
 - Walnut with black hardware
 - To be installed on concrete pads (see Flatwork component)

Notes:

- Plastic lumber has been estimated. If natural wood is preferred we will adjust the estimate
- Alternative colour combinations are available. Please ask if interested
- The recycling station can be customized, ie: additional streams can be added. If interested, please ask for updated pricing

HS - WASHROOM PAVILION BOARDWALK**\$23,712.33****Project Scope:**

- Supply and install paving stone walkway. Included:
 - Install paving stone walkways around the washroom pavilion
 - Install Barkman Keystone Linear perimetre riser
 - Back pave from the landing step to the building
 - Install paving stones - Broadway Series, Colour/Pattern - TBD
 - Install jointing sand - Polymeric, colour TBD
 - Install approach and departure accessibility ramps
 - Installation specs will be the same as stated in the Paving Stones and Garden Walls components

Notes:

- This estimate does not include washroom threshold transitions that will be wheelchair friendly

Subtotal	\$709,757.05
Taxes	\$35,487.85
Estimate Total	\$745,244.90

Please read the Terms and Conditions thoroughly. We will be happy to answer any questions that you may have

WE PROPOSE HEREBY TO FURNISH MATERIAL AND LABOUR - COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS.

This estimate is valid for 30 days.

Payment Terms and Conditions:

Payments Terms - Our accounting department will collect payments as follows: A non-refundable deposit of 15% after attaining a signed contract; 30% material draw due at contract signing; Weekly draws equaling 10% of total project value up to 95% of the total project value; The remaining 5% will be due upon project sign-off completion. Receipts will be provided via email by our accounting department for all payments. Payment types accepted are cash, cheque, bank transfer, e-transfer.

Subcontractor Payment Terms - Our accounting department will collect payments as follows: A non-refundable deposit of 50% after attaining a signed contract; The remaining 50% is due upon subcontractor component-specific completion. Receipts will be provided via email by our accounting department for all payments.

Should the Client fail to make payments as they become due under the terms of the Contract, or in the event of any claim, interest at two percent per month (24% per annum) above the prime rate on such unpaid amounts shall also become due and payable until payment.

The act of non-payment creates a lien in favour of Sirocco Landscapes Ltd. in any and all equipment and property of the Client in the possession of Sirocco Landscapes Ltd. as well as in the Work in progress as at the date of termination. Sirocco Landscapes Ltd. shall be at liberty to retain possession of the same pending payment in full.

Notwithstanding anything contained herein to the contrary, the completion date of the Work shall be deemed to be extended by that number of days equal to any delay in payment to Sirocco Landscapes Ltd.

General Terms and Conditions:

This estimate carries a 15% contingency with it. The contingency will be applied, in whole or in part and if necessary, to the final invoice. It is in addition to the estimated price. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the quote. Owner to carry appropriate insurance. Our workers are fully covered by Worksafe BC. In the event Sirocco Landscapes Ltd. is forced into litigation prompted by non-payment of the contract, Sirocco Landscapes Ltd. shall be entitled to full reimbursement of the contract plus interest and all reasonable legal expenses.

Project management fees are included in the Contract price. If during the course of the project, design revisions, Change Order estimates, unforeseen additional consultation/meetings, etc. are required, Sirocco Landscapes Ltd. reserves the right to invoice for additional management fees at an agency rate of \$130.00/hour.

Change Orders:

If it shall become necessary for the Contractor to make changes in any designs, drawings, plans, software, reports or specifications for any part of the project or reasons over which we have no control, or we are put to any extra work, cost or expense by reason of any act or matter over which it has no control, the Customer will pay to the Contractor a fee for such changed or extra Work calculated on a time and materials basis. All changes to Work or pricing or the terms of this Agreement will be read and understood within the context and meanings of this Agreement unless stated explicitly to the contrary. Extras to the Contract are payable by the Owner forthwith upon receipt of the Company's invoice.

Change Notice: Any Contract change in scope in excess of one thousand dollars (\$1,000.00) requires a Contract Change Notice under which Work is to proceed. Work will not commence under a Contract Change Notice (CCN) unless with written Owner approval.

For Changes in the scope of less than one thousand dollars (\$1,000.00), the Contractor will provide the Customer notification by way of its Progress Report. In either instance, such notification shall be plain and clear in terms of scope and reason. Any record, telephone conversation or meeting in which such change in scope was introduced, shall be attached as supporting documentation.

Warranty and Tolerances:

Payments Received: The Warranty for the contract is only valid if payment is received in full upon acceptance of the work.

Diligence: the Contractor agrees to carry out its Work diligently and to provide sufficient supervision and inspection of its staff and subcontractors and that its work will be of proper and professional quality, and in full conformity with the requirements of the contract.

Competence: the Contractor warrants that it is competent to perform the Work and that it has the necessary qualifications including knowledge and skill with the ability to use them effectively.

Site Unknowns: It is the responsibility of the Client or the Client's Representative to fully inform the Contractor of all the information regarding site unknowns that may include difficult buried materials, cables, and pipes, tree stumps, drainage or water table issues, rock and shale sub-surfaces and/or other impediments, issues or factors that could otherwise impact the quality, cost and timeliness of project completion. Failure to notify the Contractor may lead to additional costs to the Client (at the Contractor's discretion) and schedule time not included in the Quotation and may require changes in design and construction to overcome such problems – all for which the Client will be responsible. The client can avoid such risks by permitting the Contractor to do appropriate soil and ground tests, review the site, and secure additional required site information from the appropriate government and other authorities. The cost(s) of such additional work is not included in the Quotation.

Damaged Utilities: Should damage occur to utilities during construction, the Contractor is only liable for the cost of the repair. the Contractor is not liable in any way for the inconvenience to the Client caused by damage to the utilities.

Damage to neighbour's buried utilities, on the Client's property, is the responsibility of the Client.

Building/Window/Vehicle Washing: Buildings, windows, or vehicles of the Client, including neighbours, are not intended to be kept clean due to dust during Construction or Work performed by the Contractor. Any necessary cleaning due to Construction or Work by the Contractor will be the responsibility of the Client.

Materials: Faulty third-party products that are covered under applicable manufacturer warranties will be installed at our regular hourly rates. All agreements are contingent upon accidents, inclement weather or delays beyond our control.

Existing Landscaping: We will take all precautions necessary to avoid damage to existing hardscapes/softscapes. We cannot,

however, guarantee that some damage will not occur. We will not be held responsible for cleaning/repair of any damages that may occur as a result of construction.

Irrigation Limited Warranty:

GUARANTEE AND LIMITED WARRANTY - Sirocco Landscapes Ltd/The Sprinkler Guy guarantees the installation of a satisfactory and properly operating underground irrigation system. Further, Sirocco Landscapes Ltd/The Sprinkler Guy warrants the installation, workmanship, design and materials employed in connection with the underground irrigation system. THIS GUARANTEE AND LIMITED WARRANTY SHALL BE EFFECTIVE FOR A PERIOD OF ONE (1) YEAR ONLY FOLLOWING THE COMPLETION OF INSTALLATION HEREUNDER. During the period of this guarantee and limited warranty, Sirocco Landscapes Ltd. /The Sprinkler Guy will repair any defects in the underground irrigation system without charge to the customer. This limited warranty will cover faulty materials as per manufacturer's warranty but will result in additional labour charges. We shall close down and winterize the system at year-end provided that this guarantee and limited warranty shall not cover any defects in the workmanship or devices of others upon which the system functions, nor for any damages resulting from the negligence of the customer from vandalism, from excavations, or any acts of God. Further, this guarantee and limited warranty do not apply to any defects or insufficiencies resulting from a decrease in water main static pressure, changes to landscaping, changes to plant growth, or increases and decreases in the size of the customer's lot. For maximum efficiency, the irrigation system should be operating during non-peak hours, when domestic water usage is at a minimum. During the guarantee and limited warranty, the customer shall be solely responsible for all adjustments to sprinkler heads and the controller. This guarantee and Limited Warranty are contingent on Sirocco Landscapes Ltd/The Sprinkler Guy performing the winterization of the system. Irrigation estimates do not include reclamation landscaping, ie: turf, grass seed, root damage due to trenching, reinstalling hardscape/softscape features etc, unless otherwise specified.

Material Tolerances:

Wood: Pressure-treated wood cannot be guaranteed against warpage, checking, or cupping. Cedar is expected to crack especially 6X6 up to 3/8 inch gaps and the entire length of the wood. Ipe is expected to crack especially 4X4 up to 3/8 inch gaps and the entire length of the wood. Wood/stain products are not under warranty if water damage from irrigation has occurred

Stone: Natural stone has colour variations that vary from stone to stone. In addition, mineral deposits such as lime, iron, etc. can change the stone and even bleed. This is the nature of the product and the Client accepts this as a natural and acceptable quality of the stone.

Metal: Metal, which is not galvanized, is not guaranteed from rusting commencing immediately after installation.

Concrete: Spider cracks (hairline stress fractures) is considered a normal characteristic of all types of concrete. Concrete may crack substantially over time due to the proximity of tree roots etc. Coloured concrete consistencies vary from truck to truck; therefore it is not possible to produce an exact match with pours over nine meters. The Client absolves the Contractor of liability if "smooth" concrete is the desired finish (due to slippage).

Excess Materials: materials that remain unused at the end of the project will remain the property of Sirocco Landscapes Ltd, unless otherwise specified.

Warranty Time Period: the Contractor warrants all construction and installation for a period of one (1) year, providing that they have been maintained properly. All construction materials are subject to the manufacturer's specific warranties/guarantees, but subject to additional labour charges. Planting is warranted for one (1) growing season if there is an approved irrigation system, and only until the time for irrigation winterization. The plant warranty becomes null and void in the event of municipal water restrictions for any period of time during the growing season. The plant warranty will not cover plant materials that suffer and/or die as a result of abnormal weather events, such as, but not limited to; heart domes, prolonged or numerous heat waves, excessive drought, atmospheric rivers, wind storms, hail, etc. Sirocco Landscapes Ltd

does not warranty plant materials over the winter. All warranties are non-transferable.

Client Responsibilities: The Client recognizes and agrees that they have a responsibility to maintain constructions, plants, bushes, trees, and other installations in keeping with standard quality maintenance requirements in order for the Warranty to remain in effect. Failure to properly maintain materials or horticulture installations will void the warranty. The client further recognizes and agrees that damage to construction, materials, horticulture elements and other warrantable items of the project will not be warranted if the damage or loss is due to elements beyond the control of the Contractor. For example, flooding eaves troughs that damage plants, fallen branches, animal-caused damage, frozen/ burst irrigation or drainage pipes that were not seasonally drained at the proper time, use of improper chemicals, improper maintenance, extreme or unusual weather conditions, and similar and/or related situations – void all warranties provided by the Contractor.

Use of Client Selected and Approved Substandard Materials: Client recognized and agrees that if the Client has chosen and approved the use of substandard materials for any application that the one-year warranty will be void or otherwise limited in writing on those items so impacted, but will remain in effect for all other elements of the project not impacted directly or indirectly by use of substandard materials. the Contractor will notify in writing to the Client any material that the Client has selected that would negatively impact the one year warranty of the Contractor – prior to purchasing and/or installing such materials.

Material Grades: The Client recognizes that all materials come in a range of grades of quality and finishes and that natural materials are not perfect. Natural wood has knots, and other natural materials have variability in colour due to a wide range of factors, and that sample while useful in material selection decision-making, cannot be expected to accurately represent the total completed surface of a given construction or installation. The Contractor shall endeavour to enable the Client to see or understand the representative range of colour, surface texture, and related of all materials begin seriously considered for installation on a project, however, it will be the responsibility of the Client for the final selection of those materials. Once the selection has been approved by the Client, the Client will be responsible for all costs associated with changing any given material should the Client change their mind during or after the material is purchased or constructed.

Exclusions:

The following matters are excluded from the Work unless specified in writing to the contrary:

Electrical Work is to be done by a certified electrician only and is always additional to the Contract.

Iron railings removed during construction are always re-attached at an additional cost.

Damage to existing irrigation lines during construction is considered to be an additional cost.

Drainage: Should the Client's property be the lowest elevation in relation to surrounding property or buildings, the Contractor, reserves the right to retain a Soil Engineer to evaluate and propose drainage solutions. All costs for engineering services, as well as the actual drainage work, will be at the Client's expense. Unless the Client has a detailed Topographical survey completed, the above clause may come into effect.

Painting and Staining

Conduit and connections for electrical, gas, and all other utilities and services

Site Unknowns: Including, but not limited to, sub-surface conditions/obstacles that create unforeseen labour, equipment, material or disposal charges.



STAFF REPORT TO COUNCIL – SPECIAL MEETING

MEETING DATE: October 30, 2023
FROM: Daniela Dyck, Chief Administrative Officer
SUBJECT: BC Hydro EV Charger Site Agreement

Purpose

Request Council's approval to sign the Agreement with BC Hydro for a 10-year commitment of Village property on Railway Ave. as the site location for the EV Charger with a 10-year option to renew.

Recommendation

THAT, Council's gives approval for the Mayor and CAO to sign the Agreement with BC Hydro for a 10-year commitment of Village property located at 680 Railway Ave. as the site location for the EV Charger with a 10-year option to renew.

Alternatives

Amend the motion at Council's discretion.

Discussion

At the October 10, 2023 Regular Meeting of Council, Council considered Susan Edgell and Kunal Bharantendu of BC Hydro presentation of the preferred site location for the EV Charger.

At that meeting Council passed the following motion:

THAT, Council supports the proposed location for the Fast-Charging Station on Railway Ave. with the caveat that the site be paved from the road to enable effective site maintenance by public works staff.

BC Hydro requested a Teams meeting with the Mayor and COA on Tuesday October 24, 2023, to discuss the draft agreement and potential options which include:

BC Hydro is proposing a new option of not paving the EV Charger location but rather construct a raised curb to house the required infrastructure. BC Hydro suggests keeping the space as is with gravel will eliminate Public Works concerns in regard to the snow plow hooking the asphalt and tearing it out, stating the curb would protect the infrastructure which can be planted with vegetation that the Village chooses. The infrastructure is clean energy and is not harmful to pollinators, so perhaps another Butterfly Way garden could be developed.

Strategic/Municipal Objectives

Climate Action – Support for green infrastructure

Legislative Authority

Local Government Carbon Action Program

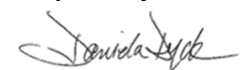
Financial Implications

Nil

Attachment Listing

BC Hydro Draft Agreement

Respectfully Submitted by:



Daniela Dyck,
Chief Administrative Officer

**LICENCE OF OCCUPATION
(Electrical Vehicle Charging Stations)**

THIS LICENCE is dated for reference as of _____, 2023,

BETWEEN:

THE VILLAGE OF ASHCROFT
PO BOX 129
Ashcroft, BC V0K1A0

(the “**Licensor**”)

AND:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
c/o Properties, 13th Floor - 333 Dunsmuir Street,
Vancouver, BC V6B 5R3

(the “**Licensee**”)

BACKGROUND

- A. The Licensor is the registered, beneficial owner of the Lands;
- B. The Licensor has agreed to Licence a portion of the Lands to the Licensee for the purposes of charging multiple electric vehicles, and for the use of certain parking stalls as dedicated electric charging stalls, on the terms and conditions set out below; and
- C. The Licensee or its agent shall manage the day to day operation of the Charging Stations.

AGREEMENTS

For good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties covenant and agree as follows:

PART 1 - DEFINITIONS

- 1.1 Definitions.** In this Licence, including the recitals and the schedules, unless there is something in the subject matter or context inconsistent with such meanings, words with initial capitalization will have the meanings indicated in Schedule 2 attached hereto.

PART 2 - GRANT AND TERM

- 2.1 Grant.** The Licensor hereby grants to the Licensee a non-exclusive right and license over the Premises for the Term, subject to the Permitted Encumbrances.
- 2.2 Term.** This Licence shall be for a term of ten (10) years which will commence on October 15, 2023 (the “**Commencement Date**”) and end on October 14th, 2033 (the “**Term**”) unless terminated in accordance with this Licence.

- 2.3 Renewal.** In consideration of the sum of \$10, which sum is non-refundable, now paid by the Licensee to the Licensor (the receipt and sufficiency of which is acknowledged by the Licensor), upon receiving written notice from the Licensee at least six (6) months prior to the expiration of the Term, the Licensor will renew this Licence for a further term of ten (10) years on the same terms and conditions as are contained herein, except this right of renewal.

PART 3 – LICENCE FEE AND TAXES

- 3.1 Licence Fee.** The Licensee will pay a license fee in the amount of one dollar (\$1) to the Licensor for the Term, plus any applicable taxes, the receipt and sufficiency of which the Licensor hereby acknowledges.
- 3.2 Payment of Taxes.** The Licensor shall pay and discharge or cause to be paid and discharged when due all Taxes.

PART 4 – ANCILLARY AREAS

- 4.1 Ancillary Areas.** The Licensor hereby grants to the Licensee, during the Term and any extension or renewal thereof, a non-exclusive right and license over:
- (a) such portions of the Lands as are reasonably required by the Licensee for the purposes of:
 - (i) ingress and egress to and from the Premises; and
 - (ii) constructing, installing, erecting, stringing, operating, maintaining, removing and repairing the Infrastructure; and
 - (b) the common access road, if a common access road is present on the Lands,
- (collectively, the “**Ancillary Areas**”).
- 4.2 24/7 Access.** The Licensor and the Licensee acknowledge and agree that the Licensee may exercise its rights under Section 4.1 at all times by day or night and the Licensor shall do such further acts and things as may be reasonably necessary to permit such exercise including ensuring that members of the public at all times have a means of access to and egress from the Premises.

PART 5 - USE OF PREMISES AND LICENSEE COVENANTS

- 5.1 Permitted Use.** The Licensee will use the Premises and the Ancillary Areas. solely for the Permitted Purposes and the Licensee will not use the Premises and/or the Ancillary Areas or permit the same to be used for any other purpose without the Licensor’s prior written consent which consent shall not be unreasonably withheld, conditioned or delayed.
- 5.2 Improvements.** For greater certainty, the Licensee may construct, install, erect, string, operate, maintain, remove, repair, and replace the Improvements on the Premises at any time, and from time to time, during the Term.
- 5.3 Licensee Covenants.** The Licensee covenants and agrees as follows:
- (a) to conduct the Permitted Purposes in compliance with all applicable laws (including all Environmental Laws), ordinances, rules and regulations of Government Authorities now in force or hereafter in force; and

- (b) to pay one hundred percent (100%) of all utility costs directly attributable to the Improvements.

PART 6 - ENVIRONMENTAL REQUIREMENTS

6.1 Environmental Requirements. The Licensee covenants and agrees with the Licensors as follows:

- (a) to promptly and strictly comply, and cause any person for whom it is in law responsible to comply, with all Environmental Laws regarding the Licensee's use and occupancy of the Premises, and if applicable, the Licensee's use of the Ancillary Areas, including obtaining all applicable permits or other authorizations;
- (b) not to store, use, manufacture, sell, release, dispose, transport, handle, bring or allow to remain on, in or under any part of the Premises or the Lands any Contaminants except in strict accordance with all Environmental Laws; and
- (c) to promptly remove and remediate, upon the written request of the Licensors, any Contaminants from the Lands to the extent caused by the use of the Premises by the Licensee and in a manner which conforms to Environmental Laws governing such removal.

PART 7 - MAINTENANCE, REPAIRS AND SUPERVISION

7.1 Licensee's Maintenance and Repairs. The Licensee will throughout the Term:

- (a) maintain and repair the Improvements;
- (b) subject to Section 7.1(a), not be responsible for any maintenance or repairs to the Premises and/or the Ancillary Areas, except for any damage caused to such areas by the Licensee; and
- (c) at its cost, discharge any builder's liens filed at any time against the Premises and/or the Ancillary Areas by reason of any act of the Licensee.

7.2 Licensors's Maintenance, Repairs and Supervision. The Licensors will, at its cost, throughout the Term:

- (a) keep or cause to be kept all of the Premises (other than the Improvements) and all of the Ancillary Areas:
 - (i) in good and substantial repair (reasonable wear and tear, and damage caused to the Premises and/or the Ancillary Areas by the Licensee excepted); and
 - (ii) free of debris, garbage, trash and/or refuse and in neat and tidy condition;
- (b) clear snow from the Premises and any access roads on the Lands at regular intervals to ensure public access to the Charging Stations but the Licensors shall not be required to clear snow more frequently than it clears other public roadways or parking areas in the Village of Ashcroft, or to a higher standard;
- (c) maintain or cause to be maintained all parking stalls located within the Premises (collectively, the "**Licensed Parking Spaces**") in accordance with the requirements of the

applicable Government Authority and in a manner suitable for use for the parking of motor vehicles;

- (d) include or cause to be included the Premises in the Licensor's security supervision operations;
- (e) keep the Premises well lit, but the Licensor shall not be required to:
 - (i) repair or maintain street lights within or adjacent to the Premises more frequently than it repairs or maintains other street lights, or to a higher standard; or
 - (j) repair or maintain the Licensee's Lighting (if any) on the Premises;
- (f) reimburse the Licensee for the repair of any damage caused to any part of the Improvements to the extent caused by or through the act or omission of the Licensor; and
- (g) discharge any builder's liens filed at any time against the Premises and/or the Ancillary Areas by reason of any act of the Licensor.

7.3 Licensee Self-Help Remedy. Notwithstanding anything to the contrary herein, if the Licensor:

- (a) fails to perform its obligations under Section 7.2.(a)(ii) or (b) within twenty-four (24) hours of written notice from the Licensee; or
- (b) fails to observe or perform any other of the terms, covenants or conditions of this Licence to be observed or performed by the Licensor provided the Licensee first gives the Licensor twenty-one (21) days written notice of any such failure to perform and the Licensor within such period of twenty-one (21) days fails to commence diligently and thereafter to proceed diligently to cure any such failure to perform,

then the Licensee shall be entitled to take such steps as it deems advisable to correct such defaults without liability to the Licensor, and the Licensor shall pay to the Licensee forthwith upon demand all costs and expenses incurred by the Licensee in so doing.

7.4 Licensor Covenant Not to Impair. The Licensor shall not take any action that would impair use of the Premises or the Improvements. The Licensor shall not knowingly allow another party to impair use of the Premises or the Improvements. The Licensor agrees to notify the Licensee within a commercially reasonable time if (i) it has knowledge of third-parties impairing or misusing the Premises and/or the Improvements, or (ii) it obtains knowledge of a needed repair to the Improvements. The Licensor acknowledges and agrees that the Licensee shall have all rights at law or in equity against the Licensor if the Licensor causes impairments of the Premises and/or the Improvements. If non-electric vehicles repeatedly park in the Licensed Parking Spaces, thereby impairing use of the Licensed Parking Spaces for the purposes of charging electric vehicles and/or impairing use of the Improvements, or if motorists repeatedly park in such Licensed Parking Spaces for greater than the permitted duration, then the parties shall together determine and implement an appropriate and effective strategy for preventing such impairment.

Without limiting the generality of the foregoing, the Licensor shall not from and after the time this Licence is executed, enter into, amend, modify, renew, extend, terminate, waive a material condition of and/or accept a surrender of any Encumbrance or permit any of the foregoing if such entrance into, amendments, modifications, renewals, extensions, terminations, waivers and/or

surrenders would, individually or in the aggregate, materially interfere with: (i) the diligent performance of the obligations of the Licensor under this Licence; and/or (ii) the Licensee's use, occupancy and/or operation of the Premises and/or the Ancillary Areas, as applicable, as contemplated under this Licence.

- 7.5 Alterations to Premises.** Save and except for the Improvements, the Licensee will not install any additional works in or about the Premises, without the Licensor's prior written consent, not to be unreasonably withheld, conditioned or delayed.
- 7.6 Location of Improvements on Premises.** The parties agree that Schedule 3 attached to this Licence shows the approximate location of the Improvements to be installed by the Licensee on the Premises. The Licensee reserves the right to relocate and/or reconfigure the Improvements on the Premises if the Licensee, acting reasonably, deems it necessary for the purposes granted under this Licence.
- 7.7 Removal of Improvements.** Upon expiry or earlier termination of this Licence, the Licensee may remove the Improvements and will make good any damage caused by such removal. If the Licensee does not remove the Improvements within six (6) months following the expiration of the Term or the earlier termination of this Licence, then the Licensor may have the same removed, the cost will be payable to the Licensor within thirty (30) days of invoice to the Licensee, and the Licensor will not be responsible for any loss or damage to the Licensee's property. For greater certainty, the Licensor shall provide the Licensee with access over such portions of the Lands as are reasonably required by the Licensee for the purposes of removing the Improvements for up to six (6) months following the expiration of the Term or the earlier termination of this Licence.

PART 8 - ASSIGNMENT

- 8.1 Assignment by Licensee.** The Licensee will not assign, mortgage, or encumber this Licence in whole or in part.
- 8.2 Assignment by Licensor.** The Licensor shall give to the Licensee at least two (2) months prior written notice of any proposed sale or other transfer of any interest in the Premises, the Ancillary Areas and/or this Licence, in whole or in part. Prior to any such sale or transfer, the Licensor shall obtain the written agreement (in a form satisfactory to the Licensee, acting reasonably) of the proposed purchaser or transferee, as applicable, to be bound to the terms of this Licence.

PART 9 - OPTIONS TO TERMINATE

- 9.1 Licensee Option to Terminate.** The Licensee is granted the right to cancel and terminate this Licence, without penalty, upon giving not less than ninety (90) days prior written notice to the Licensor at any time after commencement of the Term, with such termination to be effective on a date specified by the Licensee in its written notice to the Licensor. If the Licensee exercises this right to terminate, the Licensee will vacate the Premises on the termination date given in the notice, and the Licensee shall restore the Premises as closely as is practically possible to its condition as at the Commencement Date.
- 9.2 Licensor Option to Terminate.** The Licensor is granted the right to cancel and terminate this Licence, without penalty, if, following the opening of at least one Charging Station for use by the public, the Licensee fails to operate the Charging Stations for a period of six (6) consecutive calendar months during the Term, provided that the Licensor must give not less than thirty (30)

days prior written notice of such termination to the Licensee, with such termination to be effective on a date specified by the Licensor in its written notice to the Licensee.

PART 10 - ACCESS BY LICENSOR

- 10.1 Access and Entry.** The Licensor and its agents may enter the Premises at any reasonable time to perform its obligations under Section 7.2 of this Licence provided the Licensor in exercising its rights hereunder shall proceed to the extent reasonably possible so as to minimize interference with the Licensee's use and enjoyment of the Premises and/or the Ancillary Areas.

PART 11 - EXPROPRIATION

- 11.1 Expropriation.** If at any time during the Term the interest of the Licensee under this Licence or the whole or any part of the Premises shall be taken by any lawful power or authority by the right of expropriation, the Licensor may, at its option, give notice to the Licensee terminating this Licence on the date when the Licensee or Licensor is required to yield possession thereof to the expropriating authority. Upon such termination, or upon termination by operation of law, as the case may be, the Licensee shall immediately surrender the Premises. The Licensee shall have no claim upon the Licensor for the value of its property or the unexpired Term of this Licence, but the parties shall each be entitled to separately advance their claims for compensation for the loss of their respective interests in the Premises, and the parties shall each be entitled to receive and retain such compensation as may be awarded to each respectively. If an award of compensation made to the Licensor specifically includes an award for the Licensee, the Licensor shall account therefore to the Licensee. In this clause the "**expropriation**" shall include a sale by the Licensor to an authority with powers of expropriation, in lieu or under threat of expropriation.

PART 12 – INTELLECTUAL PROPERTY

- 12.1 Use of Name or Mark.** As soon as practicable following execution of this Licence:
- (a) if a party wishes to have its name or name and Mark included on communication or promotional materials to be prepared in connection with the Project, that party shall provide its unconditional approval in writing to the other party for such use; and
 - (b) if a party wishes to have its Mark included on communication or promotional materials, then that party shall provide to the other party a black and white, high-resolution copy of its Mark and guidelines for use of such Mark, if any, and hereby:
 - (i) grants to the other party an irrevocable perpetual, non-exclusive, non-assignable, personal, non-transferable and fee and royalty-free license to use the Mark in the promotion of the Project, including for placement on the Charging Stations or signage, in accordance with the guidelines and for the Term; and
 - (ii) represents and warrants that it has the right to grant the license described in Subsection 12.1 (b)(i) above.

Each party retains exclusive ownership and title to its Mark notwithstanding the license granted to the other party pursuant to Subsection 12.1 (b)(i) above.

- 12.2 Promotions.** Subject to Section 12.1 above, each party may, at its sole cost, disclose or promote the Project through whatever means such party deems appropriate, including but not limited to

internal communication channels (such as employee newsletters and websites) and external communication channels (such as newsletters, social media, industry events, websites and media), provided that, for any Licensor disclosure or promotion, the Licensor has given the Licensee at least twenty (20) Business Days prior written notice of the disclosure or promotion and obtained the Licensee's advance approval in writing of all proposed materials, on its own behalf and behalf of all other sponsors.

PART 13 – MISCELLANEOUS

13.1 **Signage.** It is acknowledged and agreed that:

- (a) the Licensee may install signage and logos on or within the Premises (collectively, the “**Licensee Signage**”), including for the purposes of denoting that the Licensed Parking Spaces are to be used as dedicated electric charging stalls;
- (b) the Licensee's Signage may include the Licensor's logos, provided the size and location of such logos shall be determined by the Licensee in its sole discretion;
- (c) the Licensor will not put any signage on the Lands respecting the Project without the prior written consent of the Licensee.

13.2 **Sale of Lands.** Prior to selling, transferring, leasing or otherwise alienating the Lands, the Licensor shall obtain the written agreement (in a form satisfactory to the Licensee) from the perspective purchaser, transferee, lessee or other party, as applicable, to be bound to the terms of this Licence.

13.3 **Quiet Enjoyment.** Subject to the observance and performance by the Licensee of its obligations under this Licence and subject to the Permitted Encumbrances, the Licensee may use the Premises in accordance with the provisions of this Licence without interference by the Licensor, or any party claiming through the Licensor.

13.4 **Dispute Resolution.** If any dispute arises under or in relation to this Licence, that dispute shall be referred to and finally resolved by arbitration by a single arbitrator pursuant to and in accordance with the *Arbitration Act* (British Columbia). The place of arbitration shall be Vancouver, British Columbia. The decision of the arbitrator shall be final and binding on the parties. Notwithstanding the foregoing, the parties are entitled to seek interim measures of protection, including injunctions and other equitable relief or remedies, from a court of competent jurisdiction pending commencement or completion of any arbitration and may also seek from a court of competent jurisdiction any equitable relief or remedy that the arbitrator does not have jurisdiction to grant.

13.5 **Further Assurances.** At its own expense, upon the request of the other party, each party shall promptly execute and deliver, and use all reasonable efforts to promptly require any third parties to execute and deliver, such further and other documents and instruments and do such further and other acts and things as the other party may reasonably require for the purpose of implementing, giving full effect to and carrying out the intent of this Licence or for the purpose of protecting the Licensee's interest in the Improvements.

13.6 **No Partnership.** The Licensor does not in any way or for any purpose become a partner of, or joint venturer or a member of a joint enterprise of the Licensee. No provision of this Licence is intended to create a relationship between the parties other than that of Licensor and Licensee.

- 13.7 Interpretation.** Where the context requires, the singular includes the plural and vice versa, and the masculine, feminine and neutral include each other. If the Licensor and/or the Licensee comprise two or more individuals or entities, the liability of each under this Licence is joint and several.
- 13.8 No Waiver.** No obligation in this Licence will be considered to have been waived by the Licensor unless the waiver is in writing and signed.
- 13.9 Unavoidable Delay.** If either the Licensor or the Licensee is unavoidably delayed, hindered in, or prevented from performing an act or complying with a covenant under this Licence by reason of Unavoidable Delay, the time for the doing of the act or complying with the covenant will be extended for a period equal to the period for which that Unavoidable Delay operates to prevent the act or thing required to be done or complied with. The party obligated to do the act or comply with the covenant will not be in default until the expiration of the time so extended. Each party will promptly notify the other of the occurrence of any Unavoidable Delay.
- 13.10 Notices.** Addresses for any notice to be given under this Licence will be as follows:
- (a) If to the Licensee:

BC Hydro
c/o Properties, 13th Floor - 333 Dunsmuir,
Vancouver, B.C. V6B 5R3
Attention: Manager (Property Leasing Services)
Email: Leasing@bchydro.com
 - (b) If to the Licensor:

Village of Ashcroft
PO BOX 129
Ashcroft, BC V0K1A0
Attention: Daniela Dyck, CAO
Email: cao@ashcroftbc.ca
- 13.11 Deemed Receipt.** Where service of a notice or document is required under this Licence, the notice or document will be in writing and deemed to have been served as follows:
- (a) if delivered by hand or courier, upon delivery;
 - (b) if mailed, upon the fifth Business Day following posting; and
 - (c) if emailed:
 - (i) to the Licensee, upon the Licensee providing to the Licensor express written acknowledgment of receipt of the notice or document by email (notwithstanding any automatic reply or receipt indicating that the email has been read). If the Licensor has not received a written acknowledgement of the notice from the Licensee by email within 5 Business Days of sending the email, transmission of the email will be deemed to have failed and notice not provided. In the event of a failure of an email transmission, it is the responsibility of the Licensor to deliver the notice or document to the Licensee using an alternative method in accordance with this Licence. The Licensee will not be liable

for any loss or damage or any other disadvantage suffered by the Licensor resulting from such email communication; or

- (ii) to the Licensor, upon actual receipt by the Licensor as evidenced by a return email or automatic receipt indicating that the email has been read.

The Licensor or the Licensee may change its address for delivery by notifying the other party of such change in address in accordance with the notice provisions set forth above.

- 13.12 Time of Essence.** Time will be of the essence in this Licence.
- 13.13 Severance.** If any provision of this Licence or the application to any person of any provision is held to be invalid or unenforceable, the remainder of this Licence or its application will not be affected.
- 13.14 No Modification.** No representation, understanding or agreement has been made or relied upon except as expressly set out in this Licence. This Licence may only be modified in writing signed by each party against whom the modification is enforceable.
- 13.15 Successors.** This Licence binds and benefits the parties and their respective heirs, administrators, successors and permitted assigns (as applicable).
- 13.16 Peaceful Surrender.** The Licensee will at the expiration or sooner determination of the Term, immediately surrender the Premises in a peaceable way and in the state of repair specified in this Licence.
- 13.17 Counterparts.** This Licence may be executed in counterparts and when each party has executed a counterpart each of the counterparts will be deemed to be an original and all of the counterparts when taken together will constitute one and the same agreement.
- 13.18 Delivery.** This Licence or a counterpart thereof may be executed by a party and transmitted by facsimile or electronic transmission and if so executed and transmitted this Licence will be for all purposes as effective and binding upon the party as if the party had delivered an originally executed document.
- 13.19 Schedules.** The following Schedules attached to this Licence form part of this Licence, and the parties covenant and agree to abide by the terms and conditions and confirm the acknowledgements, warranties and representations, if any, contained in the Schedules as if such terms, conditions, acknowledgements, warranties and representations, if any, were fully incorporated into this Licence:

Schedule 1 – Description of the Lands
Schedule 2 – Defined Terms
Schedule 3 – Plan of Premises

13.20 Including. The word “including” when following any general statement, term, or matter is not to be construed to limit such general statement, term, or matter to the specific items set forth immediately following such word or to similar items but rather such general statement, term, or matter is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

IN WITNESS WHEREOF the parties have duly executed this Licence as of the date first above written.

VILLAGE OF ASHCROFT

By its authorized signatory(ies):

Name:
Title:

Name:
Title:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

By its authorized signatory:

Name:
Title:

SCHEDULE 1

Description of Lands

Legal description: PID: 001-770-985
LOT C DISTRICT LOT 423 KAMLOOPS DIVISION YALE DISTRICT PLAN
29458

Civic address: 680 Railway Avenue, Ashcroft, BC V0K 1A0

SCHEDULE 2

Defined Terms

“**Ancillary Areas**” has the meaning set out in Section 4.1;

“**Business Days**” means Monday to Friday, inclusive, of each week, statutory holidays in the Province of British Columbia excepted;

“**Canopy**” means a cover or other form of shelter, to cover the Charging Stations and those portions of the Premises as determined by the Licensee in its sole discretion;

“**Charging Stations**” means all things and components, in any combination and using any type of technology or means, necessary or convenient for the purposes of charging motor vehicles with electricity including charger equipment and Kiosks, and all ancillary appliances and fittings, including any associated protective installations, and related works;

“**Commencement Date**” has the meaning set out in Section 2.2;

“**Contaminants**” means pollutants, contaminants, deleterious substances, underground or aboveground tanks, lead, asbestos, asbestos-containing materials, hazardous, corrosive, or toxic substances, hazardous waste, waste, polychlorinated biphenyls (“**PCBs**”), PCB-containing equipment or materials, pesticides, defoliants, fungi (including mould and spores arising from fungi), or any other solid, liquid, gas, vapour, odour, heat, sound, vibration, radiation, or combination of any of them, which is now or hereafter prohibited, controlled, or regulated under Environmental Laws or may necessitate, invite or permit a Government Authority to require remedial or investigatory action under any Environmental Laws;

“**Encumbrance**” means any legal notation, charge, lien, claim, interest or other encumbrance or title defect of whatever kind or nature, regardless of form, whether or not registered or registrable and whether or not consensual or arising by law (statutory or otherwise), including any mortgage, pledge, hypothecation, security interest, judgment, easement, right of way, encroachment, restrictive or statutory covenant, profit à prendre, right of re-entry, lease, license, assignment, option or claim, or right of any kind or nature whatsoever which constitutes or becomes by operation of law or otherwise such a legal notation, charge, lien, interest or other encumbrance or title defect;

“**Environmental Laws**” means any applicable statutes, laws, regulations, orders, bylaws, standards, guidelines, protocols, criteria, permits, codes of practice and other lawful requirements of any Government Authority having jurisdiction over the Lands now or hereafter in force relating in any way to the environment, environmental assessment, Contaminants (including the use, manufacture, handling, transportation, production, disposal, discharge, storage or emission of Contaminants), occupational health and safety, protection of any form of plant or animal life or transportation of dangerous goods, including the principles of common law and equity;

“**Government Authority**” means any federal, provincial, state, municipal, regional or local government or government authority, domestic or foreign, and includes any department, commission, bureau, board, administrative agency, regulatory body, minister, director, approving officer, manager, or other person of similar authority of any of the foregoing;

“**Improvements**” collectively means the Charging Stations, the Infrastructure, the Licensee Signage, the Licensee’s Lighting (if any), the Canopy (if any) and the Licensee’s Paving (if any);

“**Infrastructure**” means all things and components, in any combination and using any type of technology or means, necessary or convenient for the purposes of distributing electricity to the Charging Stations,

including: Kiosks, poles, guy wires, brackets, crossarms, insulators, above ground or underground transformers, anchors, attachments, overhead or underground lines and cables, underground conduits and pipes of every kind, together with access nodes, cabinets, all ancillary appliances and fittings, including any associated protective installations, and related works;

“**Kiosks**” means one or more pad-mounted power distribution and metering cabinets, in any combination, configuration and using any type of technology or means, necessary or convenient for the purpose of distributing electricity and powering electric charging stations, together with all ancillary appliances and fittings, including any associated protective installations, and related works;

“**Lands**” means the lands described in Schedule 1 attached to this Licence;

“**Licensed Parking Spaces**” has the meaning set out in Section 7.2(c);

“**Licensee**” means British Columbia Hydro and Power Authority and any permitted assignee under Section 8. Any reference to “**Licensee**” includes, where the context allows the servants, employees, agents, invitees and Licensees of the Licensee and all others over whom the Licensee may reasonably be expected to exercise control, including Powertech Labs Inc.;

“**Licensee Signage**” has the meaning set out in Section 13.1(a);

“**Licensee’s Lighting**” means street lighting installed or to be installed by the Licensee, including a light standard, beacon, ancillary appliances, fittings and any associated protective installations and related works on or within the Premises for the purpose of illuminating the Premises, the Charging Stations and the Infrastructure;

“**Licensee’s Paving**” means any asphalt or paving installed or to be installed by the Licensee on the Premises necessary or convenient for the use of the Licensed Parking Spaces as dedicated electric charging stalls, including better access to the Charging Stations;

“**Mark**” means a parties associated logos;

“**Permitted Encumbrances**” means any Encumbrances registered or showing as pending registrations on title to the Lands at the time this Licence is executed;

“**Permitted Purposes**” means: (i) the use of the Licensed Parking Spaces as dedicated electric charging stalls; and (ii) constructing, installing, erecting, stringing, operating, maintaining, removing, repairing, and replacing the Improvements; and (iii) all purposes reasonably ancillary to the foregoing;

“**Premises**” means the portion of the Lands shown in black bold outline on the plan attached to Schedule 3 to this Lease;

“**Project**” means the installation and operation of the Charging Stations and the Infrastructure;

“**Taxes**” means all taxes, rates, duties, levies, local government charges, realty taxes and assessments whatsoever, whether municipal, parliamentary or otherwise, or any grants in lieu of taxes, imposed or assessed, by any competent authority, against the Premises or upon the Licensor in respect of the Premises, or in respect of their use and occupation, and includes without limitation, taxes levied, imposed or assessed for education, schools, and local improvements as well as reasonable fees and costs incurred by the Licensor in good faith contesting them;

“**Term**” has the meaning set out in Section 2.2; and

“Unavoidable Delay” means a delay in the performance of an act or compliance with a covenant caused by fire, strike, lock-out, or other casualty or contingency beyond the reasonable control of the party obligated to perform or comply with a provision of this Licence, but does not include any insolvency, lack of funds or other financial reason.

SCHEDULE 3

Plan of Premises outlined in black bold is attached

