

Attachment C

Mid-Island Electric Vehicle Charging Station Network Participation Agreement

THIS AGREEMENT is dated for reference June 23, 2021,

BETWEEN:

CITY OF CAMPBELL RIVER, a local government, duly incorporated under the laws of the Province of British Columbia, having an office at 301 St. Ann's Rd., Campbell River, BC, V9W 4C7.

(the "**Campbell River**")

AND:

TOWN OF COMOX, a local government, duly incorporated under the laws of the Province of British Columbia, having an office at 1809 Beaufort Avenue, Comox, BC, V9M 1R9.

(the "**Comox**")

AND:

CITY OF COURTENAY, a local government, duly incorporated under the laws of the Province of British Columbia, having an office at 830 Cliffe Avenue, Courtenay, BC, V9N 2J7.

(the "**Courtenay**")

AND:

CITY OF NANAIMO, a local government, duly incorporated under the laws of the Province of British Columbia, having an office at 455 Wallace Street, Nanaimo, BC, V9R 5J6.

(the "**Nanaimo**")

AND:

CITY OF PARKSVILLE, a local government, duly incorporated under the laws of the Province of British Columbia, having an office at 100 Jensen Avenue East, Parksville, BC V9P 2H3.

(the "**Parksville**")

AND:

COMMUNITY ENERGY ASSOCIATION (BUS. NO. 89615 9308 BC00001), a society under the laws of British Columbia having an address at 326 - 628 7th Avenue West, PO Box 20129, Vancouver, British Columbia, V5Z 1E0.

(“CEA”)

AND:

COMOX VALLEY REGIONAL DISTRICT, a local government duly incorporated under the laws of the Province of British Columbia, having a registered office located at 770 Harmston Avenue, Courtenay, BC, V9N 0G8.

(“CVRD”)

AND:

DISTRICT OF LANTZVILLE, a local government, duly incorporated under the laws of the Province of British Columbia, having an office at 7192 Lantzville Rd, Lantzville, BC, V0R 2H0.

(the “Lantzville”)

AND:

DISTRICT OF TOFINO, a local government, duly incorporated under the laws of the Province of British Columbia, having an office at 121 Third Street, Tofino, BC, V0R 2Z0.

(the “Tofino”)

AND:

REGIONAL DISTRICT OF NANAIMO, a local government duly incorporated under the laws of the Province of British Columbia, having a registered office located at 6300 Hammond Bay Road, Nanaimo, BC, V9T 6N2.

(“RDN”)

AND:

RESORT MUNICIPALITY OF UCLUELET, a local government, duly incorporated under the laws of the Province of British Columbia, having an office at 200 Main Street, Ucluelet, BC, V0R 3A0.

(the “**Ucluelet**”)

AND:

TOWN OF QUALICUM BEACH, a local government, duly incorporated under the laws of the Province of British Columbia, having an office at #201 660 Primrose St, Qualicum Beach, BC, V9K 1S7.

(the “**Qualicum Beach**”)

AND:

VILLAGE OF CUMBERLAND, a local government, duly incorporated under the laws of the Province of British Columbia, having an office at 2673 Dunsmuir Avenue, Cumberland, BC, V0R 1S0.

(the “**Cumberland**”)

(together, Campbell River, Comox, Courtenay, Nanaimo, Parksville, CEA, CVRD, Lantzville, Tofino, RDN, Ucluelet, Qualicum Beach and Cumberland are the “**Parties**” and singly, each is “**Party**”)

WHEREAS:

- A. The RDN has entered into a Shared Cost Agreement with Her Majesty the Queen in Right of the Province of British Columbia (the “**Province**”), dated for reference December 24, 2020, an excerpt of which is attached as **Schedule ‘A’** (the “**Shared Cost Agreement**”) and the Parties have been provided with a true copy of the Shared Cost Agreement;
- B. The Shared Cost Agreement provides funding for the design, installation and construction of approximately 28 single-port and dual-port Level 2 Electric Vehicle Charging Stations across central Vancouver Island as described in Schedule A of the Shared Cost Agreement (the “**Project**”);
- C. In connection with the Shared Cost Agreement and the Project, the RDN has also entered into an agreement with the CEA, an excerpt of which is attached as **Schedule ‘B’**

(the “**Consulting Agreement**”) and the Parties have been provided with a true copy of the Consulting Agreement;

- D. Under the Consulting Agreement, CEA has agreed to carry out the services described in Schedule A of the Consulting Agreement (the “**Services**”);
- E. Campbell River, Comox, Courtenay, Nanaimo, Parksville, the CVRD, Lantzville, Tofino, the RDN, Ucluelet, Qualicum Beach and Cumberland are local governments participating in the Project and which are identified in Schedule B of the Consulting Agreement (the “**Participants**”). The Parties are collaborating with each other and with other parties towards completing the Project in accordance with the requirements of the Shared Cost Agreement and the Consulting Agreement under the Grant generally outlined in **Schedule ‘F’**
- F. In connection with the Project, the Parties contemplate the installation and operation of the approximate number of Level 2 EV Station(s) within the boundaries of each Participant shown on the maps included in Schedule B of the Consulting Agreement (the “**Installations**”);
- G. Certain funds are expected to be available for Installations as a grant under the Shared Cost Agreement (the “**Project Grant**”), with RDN having the authority to administer the Project Grant on behalf of each of the Participants under the Consulting Agreement; and
- H. The Parties wish to collaborate to implement the Installations in accordance with the terms set forth in this Agreement;

NOW THEREFORE in consideration of \$1.00, the mutual covenants herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the Parties), the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions: In this Agreement, the following terms have the following meaning:

- (a) “**Agreement**” means this agreement, as amended from time to time;
- (b) “**Consulting Agreement**” has the meaning described in paragraph C of the preamble;
- (c) “**Installations**” has the meaning described in paragraph F of the preamble;
- (d) “**Level 2 Station**” means a Level 2 Electric Vehicle Charging Station and all appurtenances and ancillary equipment used to recharge an electric vehicle

using a 208-volt or 240-volt power source and, where desired by the Participant, possessing Network Capability and Payment Capability;

- (e) **“Network Capability”** means the infrastructure required within a Level 2 Station that allow the following functions to be performed remotely:
 - (i) monitoring the status of electric vehicle charging provided by the Level 2 Station; and
 - (ii) making of payments for electric vehicle charging provided by the Level 2 Station;
- (f) **“Participants”** has the meaning described in paragraph E of the preamble;
- (g) **“Payment Capability”** means the infrastructure required within a Level 2 Station to allow charging fees to be collected from persons using the Level 2 Station;
- (h) **“Project”** has the meaning described in paragraph B of the preamble;
- (i) **“Project Grant”** has the meaning described in paragraph G of the preamble;
- (j) **“Province”** has the meaning described in paragraph A of the preamble;
- (k) **“Services”** has the meaning described in paragraph D of the preamble;
- (l) **“Shared Cost Agreement”** has the meaning described in paragraph A of the preamble;
- (m) **“Site”** means a location that:
 - (i) includes sufficient area for locating the Level 2 Station and one parking stall in immediate proximity of the Level 2 Station; and
 - (ii) is agreed to be suitable for the installation and operation of a Level 2 Station in accordance with Schedule ‘C’.

2. COVENANTS OF RDN AND CEA

2.1 Compliance with Shared Cost Agreement: RDN shall comply with all of its obligations under the Shared Cost Agreement.

2.2 Compliance with Consulting Agreement: RDN and CEA shall each comply with all of their obligations under the Consulting Agreement.

2.3 Financial and Project Management: RDN through CEA shall provide financial

management and Project management for the Project and the Installations as detailed in the Consulting Agreement and outlined in **Schedule 'C'**.

3. COVENANTS OF PARTICIPANTS

3.1 Compliance with Shared Cost Agreement: The Participants shall perform all of their obligations under the Shared Cost Agreement in a timely and collaborative manner and shall not do or omit anything that will cause the RDN to be in breach of its obligations under the Shared Cost Agreement.

3.2 Compliance with the Consulting Agreement: The Participants shall perform all of their obligations as a Participant under the Consulting Agreement and their duties as outlined in **Schedule 'D'** in a timely and collaborative manner and shall not do or omit anything that would cause either the RDN or CEA to be in breach of their obligations under the Consulting Agreement.

4. GENERAL TERMS

4.1 Severability of Provisions: If any provision or provisions herein contained is found by any court of competent jurisdiction to be illegal, invalid or otherwise unenforceable or void then such provision or provisions will be deleted and this Agreement will be construed as though such provision or provisions were never herein contained.

4.2 Amendments: No amendment, modification or waiver of this Agreement or of any of the provisions hereof will be binding unless executed in writing by the Parties.

4.3 Headings: The headings of the parts, sections or subsections herein contained are not intended to limit, extend or be considered in the interpretation of the meaning of this Agreement.

4.4 Interpretation: This Agreement is to be read in connection with the Shared Cost Agreement and the Consulting Agreement and in the event of any discrepancy between any of these agreements, they shall be interpreted in accordance with: firstly, the Shared Cost Agreement; secondly, the Consulting Agreement; and thirdly, this Agreement.

4.5 Singular, plural and gender: Wherever the singular number or the masculine or neuter gender is used in this Agreement they will be construed as being the plural or feminine or body corporate and *vice versa* and wherever the plural is used in this Agreement it will be construed as being the singular and *vice versa* where the context or the Parties so require.

4.6 Enurement: This Agreement will enure to the benefit of and be binding upon the Parties and their respective successors and assigns.

4.7 Indemnification

- 4.7.1 The Participants shall at all times and without limitation, be fully liable for, and shall indemnify and save harmless all other Participants, their elected officials, directors, officers, employees, contractors, agents and representatives from and against all liabilities, losses, costs, damages, legal fees, disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands, and proceedings, all of whatever nature and kind which any of the Participants, their elected officials, insurers, directors, officers, employees, contractors, agents and representatives may sustain, pay or incur or which may be brought or made against all or any of them, and whether or not incurred in connection with any action or other proceedings or claims or demands made by third parties, relating to, resulting from or arising out of any breach of this Agreement by the Participant.
- 4.7.2 CEA shall at all times and without limitation, be fully liable for, and shall indemnify and save harmless the Participants, their elected officials, directors, officers, employees, contractors, agents and representatives from and against all liabilities, losses, costs, damages, legal fees, disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands, and proceedings, all of whatever nature and kind which any of the Participants, their elected officials, insurers, directors, officers, employees, contractors, agents and representatives may sustain, pay or incur or which may be brought or made against all or any of them, and whether or not incurred in connection with any action or other proceedings or claims or demands made by third parties, relating to, resulting from or arising out of any breach of this Agreement by CEA. In the case of the RDN, the indemnification provided in this section shall supplement and not replace the indemnification provided by CEA under the Consulting Agreement.

4.8 Term and Termination

- 4.8.1 Unless terminated as provided under this Agreement, the term of this Agreement shall be 5 years from the date it is executed.
- 4.8.2 The inclusion of a Participant in this Agreement may be terminated by the RDN or the CEA when the Participant has committed a default under this Agreement and such default has not been rectified by the Participant within 30 days of written notice of such default.
- 4.8.3 Any Party may, at any time, withdraw from this Agreement by serving a written notice

on the other Parties no less than 6 months before the proposed date of withdrawal.

4.8.4 If a Participant withdraws from this Agreement prior to the expiration of the term, the Participant shall remain liable for its share of the following:

- (a) any reimbursement to the Province for all or a portion of the Project Grant that arises as a result of the Participant's withdrawal from this Agreement;
- (b) If an installation for the Participant has been initiated or completed, the contribution owed by the Participant to CEA, reflecting approximately 26.66% of the cost of installation, as further described in Schedule 'C' and Schedule 'F'; and
- (c) any amounts owed or that become owing pursuant to the indemnity the Participant has given in section 5.7.1.

4.9 No effect on statutory functions

4.9.1 Nothing contained or implied in this Agreement will prejudice or affect a Participant's rights, powers, duties or obligations in the exercise of their functions pursuant to the *Community Charter* and *Local Government Act*, or any other Act of the legislature of British Columbia.

4.9.2 The Parties agree that if any provision or provisions in the Agreement is deemed to be inconsistent with section 4.9.1, then the Agreement will be construed as though such provision or provisions were never herein contained.

4.10 Time of Essence: Time is of the essence in the performance of each obligation under this Agreement.

4.11 Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes every previous agreement, communication, expectation, negotiation, representation or understanding, whether oral or written, express or implied, statutory or otherwise, between the Parties with respect to the subject matter of this Agreement.

5. NOTICE

5.1 Method and Address

Any notice, request or communication required or permitted to be given hereunder will be in writing and will be deemed to have been duly given if delivered by prepaid mail to the addresses set forth in the description of the Parties to this Agreement or to such address as any

Party may specify in writing from time to time and will be deemed to have been received, if delivered or faxed on the date of delivery or transmittal.

IN WITNESS WHEREOF the Parties have duly executed this Agreement as of the day and year first above written.

CITY OF CAMPBELL RIVER
by its authorized signatory(ies):

Name:

Name:

TOWN OF COMOX
by its authorized signatory(ies):

Name:

Name:

CITY OF COURTENAY
by its authorized signatory(ies):

Name:

Name:

CITY OF NANAIMO
by its authorized signatory(ies):

Name:

Name:

CITY OF PARKSVILLE
by its authorized signatory(ies):

Name:

Name:

COMMUNITY ENERGY ASSOCIATION
by its authorized signatory(ies):

Dale Littlejohn

Name:

Dale Littlejohn

Name:

COMOX VALLEY REGIONAL DISTRICT
by its authorized signatory(ies):

Name:

Name:

DISTRICT OF LANTZVILLE
by its authorized signatory(ies):

Name:

Name:

DISTRICT OF TOFINO

by its authorized signatory(ies):

Name:

Name:

TOWN OF QUALICUM BEACH

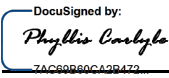
by its authorized signatory(ies):

Name:

Name:

REGIONAL DISTRICT OF NANAIMO

by its authorized signatory(ies):



Phyllis Carlyle, Chief Administrative Officer

Name:

VILLAGE OF CUMBERLAND

by its authorized signatory(ies):

Name:

Name:

RESORT MUNICIPALITY OF UCLUELET

by its authorized signatory(ies):

Name:

Name:

SCHEDULE 'A'
EXCERPT FROM SHARED COST AGREEMENT

This Shared Cost Agreement dated for reference the 24th day of December, 2020.

BETWEEN

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
 BRITISH COLUMBIA**, represented by the Minister of Municipal
 Affairs (the "Province")

AND

REGIONAL DISTRICT OF NANAIMO (the "Recipient")

for the Level 2 Electric Vehicle Charging Network for Mid-Vancouver
 Island Project No. IG0202

WHEREAS:

- A. The Government of Canada ("Canada") and the Province entered into the Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program (the "IBA-ICIP") on March 22, 2018.
- B. Funding has been approved under the Green Infrastructure – Climate Change Mitigation Sub-Stream CleanBC Communities Fund program of the IBA-ICIP to be paid by the Province to the Recipient for the Project defined in this Agreement, on the terms and conditions set out in this Agreement.
- C. The participation and performance of the Recipient play a critical role in achieving the purposes of the IBA-ICIP.
- D. The parties wish to delineate their respective responsibilities in this Agreement to ensure compliance with the IBA-ICIP.

NOW THEREFORE, in consideration of the sum of One Dollar and other valuable consideration, the receipt and sufficiency of which is acknowledged by each party, the parties agree as follows:

DEFINITIONS

- 1. In this Agreement and its recitals, the following definitions apply:

"Agreement" means this Shared Cost Agreement and any attached schedules;

"Applicable Laws" means all laws, statutes, regulations, and bylaws of any governmental authority having the force of law from time to time including those affecting, applicable to or otherwise relating to the Project, the Recipient or any Third Party;

"Commencement Date" means the date identified in Schedule A on which the Project was approved;

SCHEDULE 'B'
EXCERPT FROM CONSULTING AGREEMENT

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REGIONAL DISTRICT OF NANAIMO
CONSULTING SERVICES AGREEMENT

BETWEEN:

REGIONAL DISTRICT OF NANAIMO, a Regional District under the Local Government Act (BC) and having offices at 6300 Hammond Bay Road, Nanaimo, British Columbia, V9T 6N2

(the "Regional District")

AND:

COMMUNITY ENERGY ASSOCIATION (BUSINESS NO. 89615 9308 BC0001), a society under the laws of British Columbia having an address at PO Box 20129, Vancouver, British Columbia, V5Z 1E0

("CEA")

INTRODUCTION:

WHEREAS:

- A. The government of British Columbia has established the CleanBC Communities Fund to support cost-sharing of infrastructure projects in communities across the province that focus on, among other things, access to clean-energy transportation;
- B. The Regional District has applied for a Grant from the Fund and upon approval of the Grant, will enter into a Contribution Agreement with the Funding Agency;
- C. AND WHEREAS the Regional District wishes to retain CEA to provide the Services as specified in Schedule A hereto in connection with the Project;

NOW THEREFORE, the Regional District and CEA mutually covenant and agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, the following words and phrases, shall have the following meanings:

- (a) **Additional Services** means services provided by CEA which are outside the scope of the Services under this Agreement.

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SCHEDULE 'C'**CEA SERVICES ROLES****CEA Services**

The CEA has entered into the Consulting Agreement with the RDN to ensure the requirements of the Shared Cost Agreement are met by the RDN.

CEA will be responsible for management of the Project and will deliver the Services listed below for all Participants.

1) Compliance with the Project Grant Requirements

- a) Execute all Services in a manner compliant with the requirements of the Project Grant.
- b) Manage Participant compliance with the Project Grant by:
 - i. Communicating with the Province to confirm proposed activities align with Project Grant requirements;
 - ii. Ensuring all Participants understand the Project Grant requirements;
 - iii. Developing and implementing a Project Grant compliance plan with the Participants;
 - iv. Coordinating compliance activities, including reporting, by the Parties to ensure all timelines required by the Project Grant are met;
 - v. Developing a Participation Contract that includes Participant compliance with all Project Grant requirements and is compatible with this Service Contract, for signature by all Participants; and
 - vi. Ensuring Project proceeds along a timeline that ensures Project initiation prior to 20 July, 2021.

2) Coordination of Project Participants (Participants)

- a) Develop and provide a Project schedule that optimizes costs, meets needs of Participants and complies with grant conditions.
- b) Establish committee of Participants.
- c) Host and facilitate regular online group meetings of the Participants.
- d) Provide regular updates of Project progress to all Participants through electronic reports, following frequency and format to be agreed upon by Participants.

- e) Provide clear instructions and deadlines for each stage of Project to all Participants.
- f) Coordinate communication between Participants.

3) RFP Development:

- a) Work collaboratively with the Procurement Committee to define RFP requirements
- b) Develop RFP content for design, purchase and installation Level 2 EV Charging Stations as per Agreements.
- c) Facilitate consensus among Participants on RFP terms and conditions, ensuring compliance with all requirements of the Agreement.

4) RFP Issue:

- a) Circulate the RFP on behalf of the Participants.
- b) Manage Vendor questions.
- c) Receive Vendor submissions.
- d) Develop an evaluation template for the Participants to use.
- e) Provide CEA's evaluation of each of the Vendors.
- f) Coordinate Participants' meeting/call for Vendor selection.
- g) Help identify questions and negotiation considerations.

5) Contracting:

- a) Manage Vendor negotiations.
- b) Draft terms, timing / sequencing / costs / payment schedule for deployment and any items for ongoing operation.
- c) Coordinate signing of all individual contracts between Vendor and each Participant.

6) Financial Management

- a) Track and manage Project budgets, both overall and for each location/Participant.
- b) Flag and immediately share potential cost overruns.
- c) Manage Project to minimize costs without compromising quality, and in manner set out by the Agreement.
- d) CEA will:
 - i) Comply with all requirements of the Project Grant

- ii) Establish and manage a secure, central Project account for capital expenditures;
- iii) Provide secure method for transfer of capital funds between the central Project account and Participants;
- iv) Hold, receive, and distribute Project funds, ensuring Participants contribute and receive funds in line with contribution amounts outlined in the Project Grant;
- v) Receive and pay Vendor invoices on behalf of Participants;
- vi) Submit invoices and any supporting documentation required for reimbursement to funding agencies, following all requirements of the Project Grant;
- vii) Track and report all payments and receipts; and
- viii) Provide monthly account updates for each Participant as well as for the Project as a whole.

7) Project Installation

- a) Lead identification of final location selection (within locations selected by Participants), including evaluating financial implications, coordinating communications between Vendor and Participants, and identifying alternative sites if required.
- b) Ensure all appropriate permits and approvals, including any requirements of the Agreement, are in place prior to any ground disturbance or Project works proceeding
- c) Manage communications and issue resolution between each Vendor and Participant.

8) Reporting

- a) CEA will draft all reporting required for Participants' reimbursement and Project Grant compliance and provide for RDN's review.
- b) Provide regular, monthly reports to Participants detailing Project and budget status for both overall Project and each Participant's Project portion.
- c) Coordinate and complete all Project Grant reporting, including that required for Grant closure, ensuring compliance with all Project Grant timeline and content requirements

9) Record Keeping

- a) Retain audit-quality records of all financial and Project transactions and supporting documentation, delivering these records to the RDN upon Project completion. Records must meet all requirements of the Project Grant.

- b) Assist Project Participants in maintaining accurate record keeping for this Project by providing guidance and requirements to Participants.

10) Communications

- a) CEA will provide both coordinated and ad-hoc communication Services upon request from Participants. This includes but is not limited to Project promotion (e.g. assistance with press releases), planning and coordination of appropriate launch events, and addressing questions/concerns referred from Participants. Participants will review materials prior to release unless otherwise agreed.
- b) CEA will ensure that all public promotion complies with the requirements of the Project Grant
- c) CEA will provide guidance and coordination of signage installation, meeting any requirements of the Project Grant

SCHEDULE 'D'**COVENANTS OF PARTICIPANTS****1. PROVISION OF SITE AND OWNERSHIP****1.1 The Participant shall, at its own cost:**

- 1.1.1 allocate staff time to participate in a Project Procurement Committee that will govern procurement including approving a Request for Proposal, vendor evaluation and selection, approval of contract terms that will be a template for each Participant. Participation in the Procurement Committee is at the sole discretion of the Participant and is not mandatory;
- 1.1.2 review and execute contracts for installation and equipment based on the template contract(s) negotiated by CEA and approved by the Procurement Committee;
- 1.1.3 identify one or more potential Sites for each Level 2 Station(s);
- 1.1.4 provide information about each potential Site required for site assessment by CEA;
- 1.1.5 finalize Site identification;
- 1.1.6 provide comments on and approve final Site design;
- 1.1.7 maintain ongoing operations and will retain title to, and ownership of, infrastructure including operating costs such as electricity resulting from the Project for at least five (5) years after each Level 2 Station can be used for its intended purpose ("Substantial Completion") and make the Site available for public use during this time.

2. ACCEPTANCE OF PROCUREMENT COMMITTEE DECISIONS

- 2.1.1 The Participant acknowledges that Procurement Committee processes and decisions are deemed to be appropriate and sufficient.
- 2.1.2 The Participant acknowledges that reimbursement for station costs will only be provided to the Participants that accept the Project procurement process including the vendor(s) and terms selected and negotiated on their behalf.
- 2.1.3 The Participant may allocate staff time to participate in the Procurement Committee at the Participant's sole discretion. Absence of participation does not affect the sufficiency or appropriateness of the procurement committee's process or decisions.

3. CONTRIBUTION TOWARDS LEVEL 2 STATIONS

- 3.1** The Participant shall contribute the amount in Schedule 'F', Column 'C' by paying the said sum to CEA within 30 days of presentation of an invoice by CEA. This contribution amount represents ~26.67% of the estimated cost of equipment, installation, and Project management. This amount is due and payable to Community Energy Association upon signing of this agreement.
- 3.1.1. If installation costs are lower than estimated for a Participant, the CEA will reimburse that Participant so that their contribution equals ~26.67% of total cost for their portion of the project.
- 3.2** The Participant is responsible for costs in excess of the Participant's maximum capital spend in Schedule 'F', Column 'D'
- 3.3** All Participants will collaboratively work towards a total Project cost that does not exceed total Project budget.
- 3.4** This section 2 applies notwithstanding any other cash or in-kind contributions by the Participant to Level 2 Stations required under this Agreement.
- 3.5** Section 3.1 does not apply to Lantzville, Parksville, or Qualicum

4. OPERATION OF LEVEL 2 STATION

4.1 The Participant shall:

- 4.1.1 Provide space, maintenance, and any required permits for signage in consultation with CEA;
- 4.1.2 Visually inspect the Level 2 Station at a reasonable frequency;
- 4.1.3 Provide day-to-day maintenance of the Site including snow clearing and surface (pavement or other) maintenance; and
- 4.1.4 Repair vandalism if any occurs to any Level 2 Station.
- 4.1.5 Unless otherwise approved by Canada and the Province, the Participant will maintain ongoing operations and will retain title to, and ownership of, infrastructure resulting from the Project for at least five (5) years after Substantial Completion.
- 4.1.6 If at any time within five (5) years from the date of Substantial Completion, the

Participant sells, leases, or otherwise disposes of, directly or indirectly, any asset purchased, acquired, constructed, rehabilitated or renovated, in whole or in part, with funds contributed by Canada or the Province under this Agreement, other than to Canada, the Province, a Participant or regional government, or otherwise with the consent of Canada and the Province, the Participant may be required to reimburse Canada and the Province any funds received for the Project.

- 4.1.7 The Participant will immediately notify the Province in writing if at any time during the five (5) year period following Substantial Completion any transaction identified in section 4.1.6 above occurs.

5. DATA

The Participant shall provide CEA with data required for Project reporting in a timely manner

6. PUBLIC AND MEDIA ENGAGEMENT

The Participant will coordinate any engagement with the public and the media with CEA, where reasonably possible. Public and media engagement must comply with all public engagement clauses in the Project Grant agreements for this Project.

7. COST OF PERFORMANCE

The Participant shall perform its covenants under this Agreement at its own cost, except where stated otherwise in the Agreement.

8. GENERAL

The Participant and any third party will comply with all applicable laws, including all requirements of, and conditions imposed by, regulatory bodies having jurisdiction over the subject matter of the Project.

SCHEDULE 'E'**PROJECT GRANT OVERVIEW****1. PARTIES TO THE PROJECT GRANT**

1.1 The Project Grant structure consists of two Agreements as follows:

1.1.1 Province of BC & Government of Canada Clean Communities Fund grant with the RDN as the Lead Applicant on behalf of participating Mid-Island Communities (Participants)

1.1.2 The RDN has entered into the Consulting Agreement with CEA to manage the Project per CEA Services in Schedule 'C'

2. RDN ROLE

The RDN has entered into the Shared Cost Agreement with the Province which will result in the **Project Grant**. The RDN will submit financial and narrative reporting, prepared by the CEA and concurred by the RDN, to the Province. The RDN may elect to have CEA submit reporting contingent on the RDN's review of materials prior to submission.

The RDN may request that CEA set up and manage a central Project account for payment of invoices and/or reimbursements of Participants. In those circumstances, the RDN may direct capital or reimbursed funds to this account for payment of invoices or reimbursement of Participants. The RDN may, in its sole discretion choose to manage the reporting and flowing of funds to certain Participants agreed to in advance in writing by the RDN and CEA.

3. COSTS COVERED BY THE PROJECT GRANT

3.1.1 The Project Grant funds a portion of eligible installation costs. Eligible costs are defined by Section D.1 of Schedule D of the Shared Cost Agreement and generally cover:

- (a) Equipment;
- (b) Installation including site assessments by the installer, plan, electrical and civil works and permits;
- (c) Communications
- (d) Signage

3.1.2 The Project Grant covers 73.33% of the above eligible costs up to a maximum of \$504,143 whichever is less.

SCHEDULE 'F'**PARTICIPANT PAYMENTS AND MAXIMUM CAPITAL SPENDS**

	# Stations	Column 'C' Participant Contribution	Column 'D' Participant Maximum Capital Spend
RDN	10	\$57,145	\$194,446
Nanaimo	4	\$22,858	\$77,778
CVRD	4	\$38,858	\$137,770
Courtenay	3	\$24,144	\$84,580
Comox	1	\$5,715	\$19,444
Cumberland	2	\$14,429	\$50,137
Campbell River	1	\$5,065	\$17,007
Ucluelet	2	\$9,429	\$31,390
Tofino	1	\$5,715	\$19,444

Signature: 

Email: dlittlejohn@communityenergy.bc.ca

Participant_Agreement.docx (00000003)

Attachment_1_- I0153

Final Audit Report

2021-06-29

Created:	2021-06-29
By:	Carly Johansson (cjohansson@communityenergy.bc.ca)
Status:	Signed
Transaction ID:	CBJCHBCAABAabsD90NGOibhIUK-xvzz2zYTjEXa_TfVp

"Participant_Agreement.docx (00000003) Attachment_1_- I0153" History

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