

## ELECTRIC VEHICLE STREET CHARGING LICENCE AGREEMENT

**IMPORTANT: BY COMPLETING AN APPLICATION FOR AN ELECTRIC VEHICLE STREET CHARGING LICENCE, YOU ARE AGREEING TO BE BOUND BY THE FOLLOWING LICENCE AGREEMENT (THE “AGREEMENT”). IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, DO NOT COMPLETE THE APPLICATION FOR AN ELECTRIC VEHICLE STREET CHARGING LICENCE. AS THE APPLICANT FOR THE LICENCE, YOU ARE THE “LICENSEE” IN THIS AGREEMENT.**

This is a licence agreement between the Licensee and The Corporation of the City of Victoria, which has an address at #1 Centennial Square, Victoria, BC, V8W 1P6 (the “City”).

By submitting an application for an Electric Vehicle Street Charging Licence (the “**Licence**”), the applicant acknowledges and represents that the applicant is an owner or a tenant of residential property that is adjacent to City Lands containing a sidewalk.

### WHEREAS:

- A. Capitalized terms not otherwise or elsewhere defined will have the respective meanings ascribed to them in section 1 of this Agreement;
- B. The City is the owner of lands adjacent to the Licensee’s Residence, as further described in this Agreement;
- C. The Licensee is the owner or tenant of the Licensee’s Residence, and has applied to the City under the EV Charge Program to place a Charge Cord on the Licence Area;
- D. The City agrees to provide a licence to the Licensee to use the Licence Area for the purpose of a Charge Cord in accordance with the terms and conditions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the mutual covenants and agreements herein and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the parties), the City and the Licensee covenant and agree as follows:

### 1. **Definitions:**

- (a) “**Charge Cord**” means the electric vehicle charge cord together with all ancillary equipment, including, without restriction, the cover and ramp for the Charge Cord, that the Licensee is to place on the Licence Area in accordance with this Agreement;
- (b) “**City Lands**” means the lands owned by the City, dedicated or utilized as road allowance, that include a sidewalk, and that are adjacent to the Licensee’s Residence, and includes the Licence Area;
- (c) “**Director**” means the person employed by the City as the Director of Engineering and Public Works, and their successors in function and anyone acting under their respective authority;

- (d) **“Director of Finance”** means the person employed by the City as the Chief Financial Officer and their successors in function and anyone acting under their respective authority;
- (e) **“EV Charge Program”** or **“Program”** means the **Electric Vehicle Street Charging Program** as described on the City’s website at this link: [EV Charging & Parking | City of Victoria](https://www.victoria.ca/getting-around/parking/ev-charging-parking) (<https://www.victoria.ca/getting-around/parking/ev-charging-parking>), and which may change from time to time at the City’s discretion;
- (f) **“Licence Area”** means that portion of the City Lands that are adjacent to the Licensee’s Residence and contain a sidewalk;
- (g) **“Licensee’s Residence”** means the residential address pursuant to which the Licensee has submitted an application for a Licence under the Program;
- (h) **“Permitted Use”** means the installation, operation, use, maintenance, and repair of the Charge Cord as contemplated by the Program and in accordance with this Agreement, including Schedule “A”;
- (i) **“Term”** has the meaning ascribed to that term in section 5.

## 2. **Grant of Licence.**

- (a) **Grant.** Subject to the terms of this Agreement, the City hereby grants to the Licensee for the Term, a non-exclusive licence to use the Licence Area between the hours of 8:00pm and 8:00am PST for the Permitted Use.
- (b) **Nature of Interest.** This Agreement does not create any interest in the City Lands or any part thereof and will not be registered on title thereto. The Licence Area retains its status as City sidewalk.
- (c) **Personal.** This Agreement and the licence granted are personal to the Licensee.
- (d) **Application Fee.** The Licensee/applicant agrees to pay the City a non-refundable application fee of \$10.00 for the administrative costs associated with processing the licence application. This fee will not be returned if the application is incomplete or rejected by the City.
- (e) **Eligibility of Licensee.** The Licensee must be either the owner of the Licensee’s Residence, or the tenant of the Licensee’s Residence under a tenancy agreement regulated by the *Residential Tenancy Act*.
- (f) **Other City Property.** This Licence applies only to the City Lands, and does not extend to City property adjacent to any property besides the Licensee’s Residence.

## 3. **Permitted Use.**

- (a) **Licensee’s Use.** The Licensee will use the Licence Area only for the Permitted Use, and no other purpose whatsoever, at no cost to the City and strictly in accordance with this Agreement and all other City bylaws.

- (b) **Permitted Users.** Only the Licensee and residents of the Licensee’s Residence may use the Licence Area for the Permitted Use. The Licensee shall not cause, permit or allow any other persons to install a Charge Cord in the Licence Area.
- (c) **Licensee to pay for Charge Cord and all Operating Costs.** The Licensee shall be responsible for all costs and expenses related to the installation, operation and removal of the Charge Cord, including the cost of the Charge Cord, installation costs, maintenance and repair costs, electricity costs, removal costs, costs to repair the City Lands if necessary and all other costs to operate and maintain the Charge Cord in good working condition in compliance with this Agreement and all applicable laws.

4. **Parking Restrictions.**

All parking restrictions in effect adjacent to or near the Charge Cord will continue to apply.

5. **Term.**

The term of this Agreement will begin on the date that a licence pursuant to the Program is issued to the Licensee, and end on January 1 of the following calendar year (the “**Term**”), unless earlier terminated under this Agreement.

6. **Renewals.**

The Licensee may apply to the Director to renew this Agreement, and the Director may approve a renewal, in their sole discretion. Such renewal may be for another continuous term and on the same conditions, if the Licensee provides a written declaration during the Term of the Agreement that the Licensee’s circumstances have not materially changed, and the Licensee provides the City with the necessary fee.

7. **Repair and Maintenance.**

The Licensee will:

- (a) comply with the requirements contained in Schedule “A”;
- (b) maintain the Licence Area, including any improvements thereon, in good condition, as would a prudent owner, and in accordance with this Agreement, the Program and any other maintenance standards the City may establish from time to time;
- (c) maintain the Charge Cord in good condition, as would a prudent owner, and in accordance with this Agreement, the Program, the manufacturer’s maintenance standards and any other maintenance standards the City may establish from time to time;
- (d) repair any damage caused to the City Lands or the Licence Area arising out of or in any way connected with the permission to use the Licence Area granted by this Agreement, to the satisfaction of the City;
- (e) comply with any notices from the City requiring any change in maintenance practices or specific maintenance or repair work;

- (f) keep the Licence Area and those other portions of the City Lands used by the Licensee in a sanitary, tidy and safe condition;
- (g) not suffer or permit any activity or use that may cause any part of the Licence Area or the City Lands to be unsanitary, untidy or unsafe and will not install or leave anything within the Licence Area or any other part of the City Lands without the City's explicit consent;
- (h) not, for any reason, use, occupy or obstruct any area of the City Lands outside of the Licence Area, including any sidewalk or pathway, without the prior written consent of the City; and
- (i) keep all sidewalks within the Licence Area clear of snow and ice according to the requirements of the City's Streets and Traffic Bylaw.

8. **As-is where-is.**

The City makes no representations and gives no warranties regarding the state of repair, maintenance or safety of the City Lands, Licence Area or of the suitability thereof for the Permitted Use, and the Licensee accepts the City Lands and Licence Area on an "as-is, where- is" basis in the condition in which they exist.

9. **Covenants of Licensee**

- (a) **No Nuisance or Harm.** The Licensee will:
  - (i) not cause, suffer or permit any thing, use or activity on the City Lands that may cause or be a nuisance or annoyance to other residents or occupiers of other lands in the vicinity of the City Lands;
  - (ii) not commit, suffer or permit any waste of the City Lands, or use of the City Lands for any unlawful purpose; and
  - (iii) at the end of the Term, or upon the earlier termination of this Agreement, vacate the Licence Area and restore and return it to the City in a condition acceptable to the City.
- (b) **Compliance with Laws.** The Licensee will comply with all laws, bylaws and lawful orders that apply to the City Lands and the Permitted Use of the City Lands, and require all permitted Charge Cord users to do the same. The entering into of this Agreement by the City does not eliminate the need for the Licensee to still comply with all City bylaws, permits and other requirements, and to pay the usual fees related thereto.
- (c) **No Other Installations.** The Licensee will not construct or install or otherwise put in place in the Licence Area or on the City Lands any improvement, structure, fixture or thing.
- (d) **No Barriers.** Except as may otherwise be provided for herein or the City may direct, the Licensee will not erect nor permit or suffer the erection of any barriers of any kind on or around the Licence Area or the City Lands or any portions thereof and will not otherwise do anything to block public access.

(e) **Interruption.** The Licensee understands and accepts that the Licensee will not be permitted to utilize the Licence Area if, in the opinion of the Director in their sole discretion, use of the Licence Area or City Lands is required by the City for a special event or activity, for City work or maintenance, in the event of an emergency, or if the Licensee's use of the Licence Area is incompatible with any of the aforementioned.

10. **Covenants and Obligations to bind all Charge Cord Users.** The Licensee acknowledges and agrees that it shall require, and will ensure that, all permitted Charge Cord users and other permittees of the Licensee comply, at all times, with the Licensee's covenants and obligations under this Agreement, particularly with respect to the use, repair and maintenance of the Licence Area, the City Lands and the Charge Cord. As between the Licensee and the City, the Licensee shall be responsible and liable for all acts and omissions of the permitted Charge Cord users and indemnify the City pursuant to section 12.

11. **Records, Inspection and Reporting.**

(a) **Inspection.** The City may inspect the City Lands and the Charge Cord at any time during the Term without notice to the Licensee.

(b) **Reporting.** The City may request information from the Licensee relating to the usage and operation of the Charge Cord. The Licensee agrees to provide such information as is available to the Licensee to the City upon request.

12. **Release and Indemnity.** The Licensee:

(a) hereby releases the City and its officials, officers, employees and agents (collectively, the "**City Parties**") from any liability for any loss, injury, damage or expense the Licensee or any Charge Cord user may suffer, incur or experience in connection with its use of the City Lands pursuant to this Agreement including, without limitation, in respect of termination of this Agreement;

(b) will indemnify the City Parties for any loss, injury, damage or expense the City may suffer, incur or experience in connection with the Licensee's use of the City Lands pursuant to this Agreement including, without limitation, in respect of any acts or omissions of the permitted Charge Cord users; and

(c) will indemnify the City Parties for any complaint, demand, claim, suit or action for any loss, injury, damage or expense any other person or entity may suffer, incur or experience in connection with the Licensee's use of the City Lands pursuant to this Agreement including, without limitation, in respect of any acts or omissions of the Charge Cord users.

This release and indemnity will survive the expiry of the Term or earlier termination of this Agreement.

13. **Insurance**

(a) **Insurance Requirements.** Prior to exercising any of the rights granted to it hereunder, the Licensee, at its expense, will obtain and throughout the Term will maintain Personal Liability Insurance with limits of not less than one million dollars (\$1,000,000) per

occurrence or such higher limit of coverage as the Director of Finance may require from time to time and the policy will indemnify and protect the Licensee and persons who reside on the Licensee's Residence for and against all claims for loss, damage, injury or death to any person or persons occurring within or about the Licence Area or arising by virtue of the Licensee's occupation or possession of the Licence Area.

- (b) **General Requirements of Personal Liability Insurance.** The following requirements apply to the insurance to be provided pursuant to subsection (a):
- (i) the policies will be with insurers duly authorized to carry on business in the Province of British Columbia, in a form and in amounts satisfactory from time to time and acceptable to the Director of Finance; and
  - (ii) neither the providing of insurance by the Licensee in accordance with the requirements hereof, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing will be held to relieve the Licensee from any other provisions of this License with respect to liability of the Licensee or otherwise.
- (c) **Evidence of Insurance.** Before exercising any of the rights granted to it by this Agreement the Licensee must provide evidence of all necessary insurance coverage. If the Licensee fails to deliver to the City evidence of required insurance coverage the Licence is invalid.
- (d) **ICBC Automobile Liability Insurance.** Any vehicle to be connected to the Charge Cord shall be protected with a minimum of five hundred thousand dollars (\$500,000) per occurrence automobile liability insurance. Evidence of coverage will be provided to the City on ICBC form APV-47 or APV-250.

#### 14. **Defaults and Termination**

- (a) **Licence Termination.** The City may terminate this Agreement and the Licence at any time, without further notice:
- (i) if the Licensee defaults in paying any money it owes to the City under this Agreement and fails to cure the default within five (5) days after receipt of written notice from the City;
  - (ii) if the Licensee defaults in complying with any obligation under this Agreement and fails to cure the default within thirty (30) days after receipt of written notice from the City or, provided the Licensee proceeds with due diligence to cure the default, within such further period as may be reasonably necessary given the nature of the default; or
  - (iii) for any or no reason, with one week's notice to the Licensee.
- (b) **Obligations on Termination.** By no later than the end of the Term or immediately on any earlier termination of this Agreement, the Licensee will:
- (i) remove from the Licence Area the Charge Cord and all other things attached or not attached to the Licence Area;

- (ii) remove all waste, debris and garbage from the Licence Area and any waste, debris or garbage of the Licensee or its users from the City Lands;
  - (iii) remove from the Licence Area and the City Lands all improvements and fixtures the City requires or permits it to remove;
  - (iv) leave the Licence Area and City Lands in the state of repair and maintenance satisfactory to the City including, if required, restoring the Licence Area or City Lands; and
  - (v) vacate the City Lands and give the City vacant possession of the Licence Area.
- (c) **City's Right to Rectify Defaults.** If the Licensee defaults in complying with any of its obligations under this Agreement, the City, without limiting its other rights and remedies under this Agreement, may cure such default on the Licensee's behalf, and the Licensee will pay the City forthwith on demand the full cost to the City of doing so.

15. **No Assignment.**

- (a) **No Assignment.** Unless the City gives the Licensee prior written consent, and except as provided for herein, the Licensee may not transfer or assign this Agreement or any interest in it, or grant any sublicense for the Licence Area or any other part of the City Lands.
- (b) **If Licensee Moves or Sells Property.** If the Licensee sells the Licensee's Residence or moves to another property, the Licensee will notify the City, and this Agreement shall be terminated effective the date of such sale or move. The Licensee shall vacate the Licence Area and restore and return it at the Licensee's expense to the City in a condition acceptable to the City and otherwise in accordance with this Agreement.

16. **Notices.** Either the City or the Licensee may deliver notice to the other by personal delivery, mail or e-mail addressed as follows:

- (a) for the City:

City of Victoria  
 #1 Centennial Square  
 Victoria BC, V8W 1P6  
 Attention: City Clerk  
 Email: [legislativeservices@victoria.ca](mailto:legislativeservices@victoria.ca)

- (b) and for the Licensee:

That address and email provided on the Licence application

or to such other address of which either the City or the Licensee may notify the other according to the requirements of this section. Any notice that the City or the Licensee personally delivers will be deemed received when delivered. Any notice that either of them mails will be deemed received five (5) days after the date of mailing, except that if, between the time of mailing and actual receipt of the notice, a mail strike, slow-down, or other labour dispute occurs that might affect delivery of such

notice then the notice will be effective only if the sender personally delivers it. Any notice that is delivered by e-mail will be deemed received on the day it is sent (i) if the sender does not receive any notification of delivery failure, and (ii) if it is sent between 9 a.m. and 5 p.m. P.S.T. on a weekday and if it is sent any other time it will be deemed received on the next weekday.

17. **Miscellaneous.** The following provisions apply to this Agreement in its entirety:
- (a) **Schedule.** The Schedule forms a part of this Agreement, and by submitting an application for the Licence the Licensee confirms that they have read and understood it, and agree to comply with the requirements contained within it;
  - (b) **Captions and Headings.** Sections and headings are for convenient reference and are not to affect the meanings of any provisions;
  - (c) **Interpretation.** Use herein of singular or plural or the masculine, feminine or neutral gender usages include within their meanings all or any other such usages as the context may reasonably require;
  - (d) **Governing Law.** The laws of British Columbia will govern the interpretation and enforcement of this Agreement, and the City and the Licensee attorn to the exclusive jurisdiction of the courts of British Columbia;
  - (e) **Severability.** If a court or arbitrator finds any provision of this Agreement invalid, illegal, or unenforceable, it will be severed from this Agreement and the remainder of the Agreement will be enforceable;
  - (f) **Time of the Essence.** Time will be of the essence in respect of this Agreement;
  - (g) **No Waiver.** If the City or the Licensee waives a default, this does mean that the City or the Licensee waives any other default;
  - (h) **Amendment.** No amendment to this Agreement will have any effect unless it is in writing, and the City and the Licensee have agreed to it;
  - (i) **Entire Agreement.** This Agreement represents the entire agreement between the City and the Licensee concerning the City Lands, and there are no representations, warranties, or agreements other than those expressed in this Agreement;
  - (j) **City Status.** Nothing expressly set out in or implied by this Agreement will prejudice, abrogate, or affect the rights and powers of the City in the exercise of its functions under any public or private statute, bylaw, order, or regulation, all of which may be fully and effectively exercised;
  - (k) **Joint and Several.** If the Licensee consists of more than one legal entity, the obligations of such entities under this Agreement will be joint and several;
  - (l) **Continuing effect.** This Agreement will enure to the benefit of and bind the City and its successors and assigns and the Licensee and its successors and permitted assigns;

- (m) ***Independent Legal Advice.*** The Licensee acknowledges that it has had an opportunity to obtain independent legal advice in respect of this Agreement and by submitting an application for the Licence the Licensee confirms that it has obtained such advice or waived its right to obtain such advice.

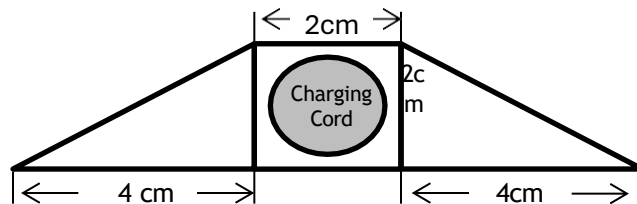
[SEE SCHEDULE "A" BELOW]

## Schedule "A"

### EV Charge Program Requirements and Applicability

#### A. REQUIREMENTS

1. Charge Cords must not be placed on City Lands with a steep slope of more than 8% grade.
2. Charge Cords must be covered by a yellow, high-contrast, light-reflective, slip-resistant rubber-like, stable, and secure low-angle ramp while in the Licence Area.
3. The total height of the equipment (both Charge Cord and ramp) must not exceed 2.0 cm and its overall width must be no less than 10.0 cm.
4. The ramp must cover the Charge Cord completely across the sidewalk and can be no less than 1.2 m in length.
5. A minimum distance of 1.5 m must be maintained between ramps (and associated Charge Cords).
6. The recommended dimensions of the ramp covering the Charge Cord are shown below:



**Figure 1 - Cross-section of ramp with recommended dimensions**

7. The Charge Cord and its ramp must be placed directly onto the sidewalk surface.
8. The Charge Cord and ramp must cross perpendicular to the sidewalk in order to minimize obstacles to mobility.
9. The Charge Cord and ramp are only permitted to be on the Licence Area during nighttime hours (between 8:00pm and 8:00am). Neither the Charge Cord or ramp may be on the Licence Area or the City Lands between the hours of 8:01am and 7:59pm PST.
10. When not connected to an electric vehicle for the purpose of charging, all equipment including the Charge Cord and ramp must be removed from the City Lands and stored on private property.
11. Only Level 1 (120V) Charge Cords and equipment are permitted. No higher volt capacity, including Level 2 (240V) Charge Cords, may cross the Licence Area or City Lands.
12. The Charge Cord and ramp must be maintained in a safe condition and protected from damage.
13. Adherence to this guidance does not guarantee access to any on-street parking space.

14. No use of signage or other means to reserve a parking space in front of one's residence is permitted.
15. All local parking regulations, both temporary and permanent, remain unchanged and must be followed.
16. All snow and ice clearing bylaws continue to apply.
17. All relevant sections of the current Canadian Electrical Code and the City's bylaws must be complied with. This includes, but is not limited to, the use of a ground fault circuit interrupter (GFCI) receptacle or circuit to power the Charge Cord, and the use of an "in-use cover" for the receptacle.
18. Only an electrical outlet linked to the Licensee's own utility bill may be used, unless the Licensee has permission from the utility account holder to use their outlet for the purpose of charging an electric vehicle.
19. Any failure to comply with the terms and conditions of this Agreement negates the Agreement in full.

#### **B. APPLICABILITY AND EFFECT OF LICENCE**

1. Residents who have off-street parking available must use that for charging rather than charging their vehicles on-street.
2. The Licence is not available to residents of buildings that are not ground-oriented residential buildings. These specifications apply only to ground-level residential uses and are not intended for commercial or public access purposes. The City has developed these specifications only for properties with an adjacent sidewalk that has a grade of less than 8%.
3. The grade of the street, sidewalk heaving, or other localized physical conditions may preclude the applicability of this guidance. Residents may not use a sidewalk for a Charge Cord where such conditions prevent adherence to the specifications above or prevent the Charge Cord ramp from lying flat along the entire width of the sidewalk.
4. The City recommends that applicants living in stratas, co-ops or other shared properties obtain the consent of their neighbours in accordance with the rules of their private residence.
5. The City does not assume any liability associated with any incident resulting from the use of Charge Cords or their associated infrastructure. Use of these specifications must also consider individual vehicle manufacturers' instructions for Charge Cords, and users must consider the appropriate gauge of electrical cord for the charging load (amperage). The City does not assume any liability in the event that a vehicle's warranty is voided.