



**ELECTRIC VEHICLE CHARGE CORD PROGRAM
LICENCE AGREEMENT**

This is a licence agreement between the City of Vancouver and the applicant.

By submitting an application for a license, the applicant acknowledges and represents that the applicant is an owner of residential property adjacent to City Lands that include a sidewalk.

BETWEEN:

CITY OF VANCOUVER
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4

(the “City”)

AND:

Insert name(s) of property owner (the “Licensee”)
Insert residential address (the ‘Licensee’s Property”)

WHEREAS:

- A. The City is the owner of lands adjacent and perpendicular to the Licensee’s Property;
- B. The Licensee is the owner of the Licensee’s Property that is adjacent to City Lands and has applied to the City under the Electric Vehicle Charge Cord Program to place a charge cord on the Licence Area;
- C. 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) **"City Engineer"** means the person appointed as City Engineer under section 288 of the Vancouver Charter (this definition does not appear anywhere else);
- (b) **"City Lands"** means the lands dedicated as road allowance that include a sidewalk that are adjacent to the Licensee's Property, and includes the Licence Area;
- (c) **"Electric Vehicle Charge Cord Program" or "Program"** means the **Electric Vehicle Charge Cord Program** as described on the City's website at this link: <http://vancouver.ca/ev>, and which may change from time to time at the City's discretion;
- (d) **"Charge Cord"** means the electric charge cord (together with all ancillary equipment) the Licensee is to place on the License Area in accordance with this Agreement;
- (e) **"Licence Area"** means the City Lands that are adjacent and perpendicular to the Licensee's Property ;
- (f) **"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";

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 for the Permitted Use.
- (b) **Nature of Interest.** This Agreement does not create any interest in land in the City Lands or any part thereof and will not be registered on title thereto.
- (c) This Agreement and the licence granted are personal to the Licensee.
- (d) **Licence Fee.** Licensee agrees to pay the City an annual licence fee of \$5.00 (the **"Licence Fee"**), in advance, for the use of the Licence Area and City Lands as provided for herein, the Licence Fee for the Term
- (e) **Eligibility of Licensee.** Licensee must be the owner of the Licensee's Property.

3. **Permitted Use.**

- (a) **Licensee's Use.** The Licensee will use the Licence Area and the City Lands 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 By-laws.
- (b) **Permitted Users.** Only the Licensee and residents of the Licensee's Property 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 and cover, 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 be for a period of 1 year from the date of this Agreement (the “Term”). The City may extend the Term by written agreement.

6. **Repair and Maintenance.**

The Licensee will:

- (a) Comply with Schedule “A”;
- (b) maintain the Licence Area, including any improvements thereon, in good condition, as would a prudent owner, and in accordance with 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 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 Licence Area 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 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 adjacent to the Licence Area clear of snow and ice according to the requirements of the City’s Street and Traffic By-law.

7. **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.

8. **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, by-laws 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 of Vancouver by-laws, permit 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.

9. **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 License 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.

10. **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.

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

- (a) hereby releases the City and its officials, officers, employees and agents from any liability for any loss, injury, damage or expense the Licensee or any permitted charge cord user may suffer, incur or experience in connection with its use of the City Lands pursuant to this Agreement;
- (b) will indemnify the City and its officials, officers, employees and agents 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 and its officials, officers, employees and agents 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 permitted charge cord users.

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

12. 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 the following insurance:
 - (i) 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 City's Director of Risk Management may require from time to time and the policy will indemnify and protect the Licensee and persons who reside on the Licensee's Property 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;
 - (ii) If required by the City, all Risk (Broad Form) Property Insurance on property of every description up to full replacement cost of all buildings and other structures and improvements and all furniture, equipment and other things, including without limitation fittings, fixtures, plate glass (both interior and exterior), installations, alterations, additions, partitions, trade fixtures, furniture or equipment located within or adjacent to the City Lands and owned by the Licensee or installed by or on behalf of the Licensee for which the Licensee is legally liable. The policy shall contain a clause that waives the insurer's right of subrogation against the City and its officials, officers, employees or agents.
- (b) **General Requirements of Personal Liability Insurance.** The following will apply:
 - (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 City's Director of Risk Management;
 - (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; and

- (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 insurance coverage the License 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.

13. Defaults and Termination

- (a) **Licence Termination.** The City may terminate this Agreement, 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;
 - (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 and levelling 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 obligation 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.

14. **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, grant any sub-licence for the Licence Area or any other part of the City Lands.
- (b) **If Licensee Moves or Sells Property.**
 - (i) If the Licensee notifies the City of the Licensee's proposal to sell the Licensee's Property or move to another property in the City of Vancouver, the City may, in its sole discretion on written request of the Licensee, permit the Licensee to move the charge cord to a new location provided it is at the Licensee's expense and the Licensee can satisfy all the requirements of the Program and this Agreement. If the City permits the Licensee to move the charge cord, the Licensee shall vacate the current Licence Area and restore and return it at the Licensee's expense to the City in a condition acceptable to the City. Alternatively, the City may require a new Licence Agreement or amendments to this Agreement for the new location.
 - (ii) If Licensee notifies the City of the Licensee's proposal to sell the Licensee's Property or move to another property, and the above clause is not applicable, the City may permit the Licensee to terminate this Agreement. In this case, the Licensee shall vacate the current Licence Area and restore and return it at the Licensee's expense to the City in a condition acceptable to the City.

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

- (a) for the City:

City of Vancouver
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4

Attention: Program Manager
Email:

With a copy to:

Attention: Director of Legal Services
Email: francie.connell@vancouver.ca

- (b) and for the Licensee: as provided via online application
Email: as provided via online 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. Vancouver time on a weekday and if it is sent any other time it will be deemed received on the next weekday.

16. **Miscellaneous.** The following provisions apply to this Agreement in its entirety:
- (a) **Captions and Headings.** Sections and headings are for convenient reference and are not to affect the meanings of any provisions;
 - (b) **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;
 - (c) **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;
 - (d) **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 Licence will be enforceable;
 - (e) **Time of the Essence.** Time will be of the essence in respect of this Agreement, and if the City or the Licensee expressly or impliedly waives that requirement, the City or the Licensee may re-instate it by delivering notice to the other;
 - (f) **No Waiver.** If the City or the Licensee waives a default, this does mean that the City or the Licensee waives any other default;
 - (g) **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
 - (h) **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;
 - (i) **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 as if the City had not signed and delivered this Agreement to the Licensee;
 - (j) **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.

- (k) ***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.
- (l) ***Independent Legal Advice.*** The Licensee acknowledges that it has had an opportunity to obtain independent legal advice in respect of this Agreement and, by entering into this Agreement, the Licensee confirms that it has obtained such advice or waived its right to obtain such advice.
- (m) ***Counterparts.*** This Agreement may be executed in one or more counterparts each of which will constitute an original and together will constitute one and the same Agreement. This Agreement may be executed by the parties and transmitted electronically or by facsimile and if so executed and transmitted, this Agreement will be for all purposes as effective as if the parties had delivered an executed original Agreement.

Schedule "A"

Electric Vehicle Charging Cord Specifications for Crossing Sidewalks (Ground-level Residential Use)

Charge Cord Cover

Charge cords must be covered by a high-contrast, light-reflective, slip-resistant, stable, and secure low-angle cable ramp while charging.

1. If the total height of the equipment (both cord and ramp) does not exceed 2 cm, the following requirements apply:
 - The ramp shall cover the charging cord completely across the sidewalk and can be no less than 1.2 m in length; and,
 - The ramp shall be no steeper than a 50% grade or 1:2 gradient.

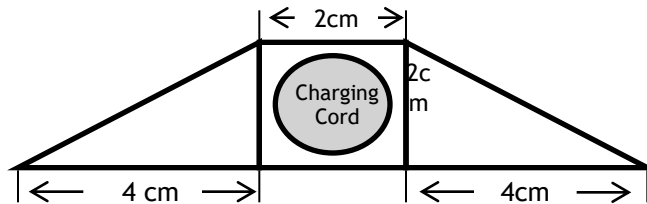


Figure 1 - Cross-section of ramp requirements for total heights up to 2 cm

2. If the total height of the equipment (both cord and ramp) exceeds 2 cm in height, the following requirements apply:
 - The ramp shall be no steeper than an 8.3% grade or 1:12 gradient
 - 1.5 m x 1.2 m clear landing on the sidewalk must be present on both sides of the ramp
 - The ramp must cover the entire width of the sidewalk and can be no less than 1.2 m wide
 - A 1.5 m x 1.2 m or greater landing platform shall be at the top of the ramp
 - The landing must be flat, with no more than a 2% slope (1:50 gradient) in any direction
 - Perpendicular to the direction of travel, the ramp cannot have a cross slope exceeding a 2% grade (1:50 gradient)

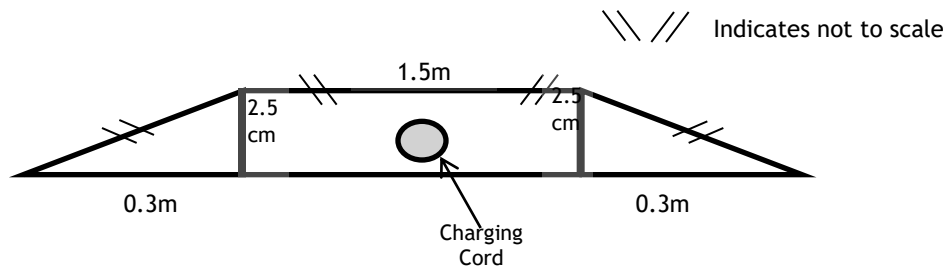
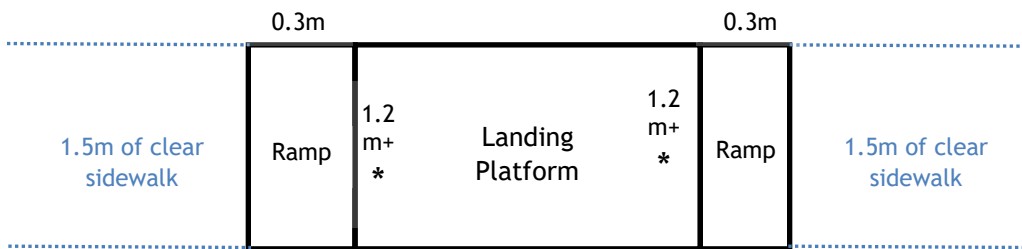


Figure 2 - Cross-section of ramp requirements for total height greater than 2cm; example based on total height of 2.5 cm



* shall be the width of the sidewalk and no less than 1.2m

Figure 3 - Overhead diagram of ramp requirements for total height greater than 2cm

Further Requirements

- The cover must be constructed so as to protect the charging cable from crushing or other damage.
- The charge cord must not exceed 120 volt capacity.
- You must maintain the cable in a safe condition and protect it from damage.
- Adherence to this guidance does guarantee access to any on-street parking space.
- Use of signage or other means to reserve a parking space in front of your residence is prohibited.
- Use only Level 1 (120V) charging equipment. No Level 2 (240V) charging cords may cross the public right-of-way or sidewalk.
- The EV charging cord and ramp shall cross perpendicular to the sidewalk to minimize obstacles to mobility.
- When not connected to an EV, all equipment including the cord cover and cord must be removed from the sidewalk and stored on private property.
- All local parking regulations, both temporary and permanent, remain unchanged and shall be followed.
- All snow and ice clearing by-laws continue to apply.
- You must place the charge cord and cover directly onto the sidewalk surface.
- You are responsible for complying with all relevant sections of the current Canadian Electrical Code and the City's Electrical By-law. This includes, but is not limited to, the use of a ground fault circuit interrupter (GFCI) receptacle for the electrical cord; and, the use of an "in-use cover" for the receptacle.
- You must only use an outlet linked to your own utility bill.

- The City requires that tenants seeking to obtain a charge cord license obtain permission from their landlord before applying for the license.
- Any failure to comply with the terms and condition of this license negates the license in full.

APPLICABILITY

In following these guidelines, residents do not require additional parking or street-use permits to charge vehicles on the street.

Residents who have off-street parking available should use that for charging rather than charging on-street.

These specifications apply only to ground-level residential uses, and are not intended for commercial or public access purposes. The City has developed these specification only for properties with an adjacent sidewalk.

The grade of the street, sidewalk heaving, or other localized physical conditions may preclude the applicability of this guidance. Residents may not cross a sidewalk with a charging cord or cover where such conditions prevent adherence to the specifications above or prevent the cord cover from lying flat along the entire width of the sidewalk.

The City does not assume any liability associated with any incident resulting from the use of charging cord covers. Use of these specifications must also consider individual vehicle manufacturers' instructions for charging cables; 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.