

SITE C CLEAN ENERGY PROJECT COMMUNITY AGREEMENT

This Community Agreement (the "Agreement") has an effective date of 8th day of May, 2024.

BETWEEN:

BC HYDRO AND POWER AUTHORITY, a
Crown Corporation, with an office at 333
Dunsmuir Street, Vancouver, BC.
("BC Hydro")

AND:

PEACE RIVER REGIONAL DISTRICT, with an
office at Dawson Creek, BC.
("PRRD")

Background

- A. BC Hydro is constructing the Site C Clean Energy Project (the "Project") within the Peace River Regional District (PRRD). The Project has undergone a joint federal and provincial environmental assessment (EA).
- B. BC Hydro and PRRD have engaged in extensive consultations in respect of the potential impacts of the Project on the PRRD as set out in the Environmental Impact Statement (EIS), and with respect to other community issues and concerns with the Project.
- C. The community measures and corresponding payments identified in this Community Agreement are in addition to those identified in the Regional Legacy Benefit Agreement, the Solid Waste Agreement, and the Charlie Lake Wastewater Treatment System Memorandum of Understanding (MOU), all as between BC Hydro and PRRD, and from any payments in lieu of taxes that may be paid during the operations phase of the Project by BC Hydro as directed by the Province of British Columbia.

Terms of Agreement

- 1. The community measures and the corresponding funding amounts to be paid by BC Hydro to PRRD in respect of those community measures are set out in the table below:

Community Measures	Funding Amount payable by BC Hydro
Change in Land Use payment	\$277,156
Fire/Emergency Services	\$50,000
Emergency Preparedness Funding	\$75,000
Regional Community Liaison Committee and Project Engagement	\$700,000
Old Fort Community Amenity	\$250,000
Old Fort Emergency Preparedness and Resiliency Measures	\$50,000
85th Avenue Lands / Community Planning	\$50,000
Total Funding Amount for Community Measures	\$1,452,156

2. The PRRD acknowledges and agrees that except for (1) the Solid Waste Agreement; (2) the Charlie Lake Wastewater Treatment System MOU; and (3) the Regional Legacy Benefit Agreement; effective on payment of the Total Funding Amount by BC Hydro to the PRRD, all community issues, concerns, and actual or potential impacts of the Project on the PRRD (collectively the "Project Impacts"), have been fully addressed and compensated by BC Hydro, and the PRRD will not seek any other or further payments arising from the Project Impacts, whether identified now or in the future.
3. The PRRD confirms that the Project Impacts have been addressed in accordance with the EIS, and other authorizations and applicable law and through implementation of the community measures and other measures.

GENERAL PROVISIONS

4.1 This Agreement is not confidential.

4.2 BC Hydro's payment obligations under this Agreement are subject to the PRRD first issuing an invoice to BC Hydro in respect of the Total Funding Amount. The PRRD must issue an invoice within 365 days of execution of this Agreement. BC Hydro will pay the Total Funding Amount to the PRRD within 90 days of invoice receipt.

4.3 Any notice, document, payment or communication to be given under this Agreement will be in writing and delivered by hand, faxed or emailed to the Party to which it is to be given as follows, and will be deemed received on the date sent:

If to BC Hydro:

13th Floor, 333 Dunsmuir Street, Vancouver, BC, Vancouver, BC. V6B 5R3
Attention: Jerry Muir
Telephone: 604 623-3986

Email: jerry.muir@bchydro.com

If to the PRRD:

1981 Alaska Avenue, Dawson Creek, BC
Attention: Shawn Dahlen, Chief Administrative Officer
Telephone: (250) 784-3200

Email: Shawn.Dahlen@prrd.bc.ca

4.4 Any provision of this Agreement which is prohibited or unenforceable in whole or in part shall be ineffective to the extent of such prohibition and unenforceability and shall be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement.

4.5 This Agreement may only be amended by written agreement of the Parties.

4.6 Each Party represents and warrants to the other that it has received independent legal advice regarding this Agreement.

4.7 This Agreement constitutes the entire agreement between the Parties and supersedes and cancels any prior agreements, undertakings, declarations and representations, written or oral, regarding the subject matter of this Agreement.

4.8 This Agreement enures to the benefit of and is binding on the Parties and their successors and assigns.

4.9 No waiver will be inferred from anything done or omitted to be done by a Party and any waiver by a Party of a breach or obligation of this Agreement must be made by that Party in writing and shall extend only to the particular breach or obligation identified in such written waiver.

4.10 Nothing in this Agreement creates any legal partnership, co-venture, or principal and agent relationship between the Parties.


4.11 Each of the Parties will do all such further acts and execute and deliver all such further documents in a timely fashion as are reasonably required from time to time in order to fully perform and carry out the terms and intent of this Agreement.

4.12 This Agreement is governed by the laws in force in the Province of British Columbia and the laws of Canada applicable therein.

4.13 This Agreement may be executed in counterparts and be returned by fax or email with a PDF attachment, each of which when executed and delivered shall constitute an original, and all of which together shall constitute one and the same Agreement.

Agreed by the Parties as of the Effective Date.

PEACE RIVER REGIONAL DISTRICT

By: 

Brad Sperling, Chair

By: 

Shawn Dahlen, Chief Administrative Officer

**BRITISH COLUMBIA HYDRO AND POWER
AUTHORITY**

By: 

Shanna Mason, Director,
Regulatory and Environment, Site C