

Chetwynd Community Agreement Amendment #1

Agreement: Amendment to the December 9, 2013 Community Agreement Between British Columbia Hydro and Power Authority (BC Hydro) and District of Chetwynd (Chetwynd) (Agreement)

Section Reference: "Establish a South Bank Dam Viewpoint", pg. 5.

Background:

- A. During initial discussions on the Community Agreement (2011-2013), Chetwynd raised an interest in a public outdoor recreation site on the South Bank of the future reservoir to support outdoor recreation. Originally proposed as a viewpoint, the underlying intent of the commitment was to develop a public use recreation site on or near the South Bank of the future Site C reservoir.
- B. Through recent discussions between BC Hydro and Chetwynd (2015-2016), it is agreed that south bank public recreation project(s) developed by Chetwynd would meet the intent of this commitment within the Agreement.
- C. Signing of this Community Agreement Amendment #1 documents the acceptance of the Terms of the contribution by BC Hydro for a South Bank Outdoor Recreation Site.

Terms:

1. With respect to the contribution by BC Hydro to the South Bank Recreation Sites under the Agreement, BC Hydro will make an additional payment of **\$200,000** to the District of Chetwynd within thirty (30) days of signing of Community Agreement Amendment #1 and receipt of an invoice for the amount from Chetwynd.
2. Chetwynd will accept the contribution of funds for the South Bank Outdoor Recreation Site(s) and use the funds for their Intended Purpose.
 - a. Intended Purpose is as follows:
 - i. Project(s) should be endorsed by the Peace River Regional District and support outdoor recreation.
 - ii. The project(s) will be located south of the Peace River within reasonably close proximity to the Site C dam.
 - iii. The site(s) will be publicly accessible and for use by the public.
3. Chetwynd will ensure the funds are utilized for their Intended Purpose within three (3) years from receipt of funds, with the ability to extend with BC Hydro's written approval, if required.
4. Chetwynd will ensure that all project(s) developed using these funds comply with all applicable legislation and regulations.
5. If all of the funds are not used within three (3) years from receipt, or as extended with approval, then Chetwynd would undertake to reimburse unused recreation site funds to BC Hydro with documentation of costs incurred.
6. Chetwynd will submit a report to BC Hydro on the use of the funds, including project(s) description, maps and photos of the site(s) within six (6) months of project completion.

7. In signing this document, both parties agree that this fund contribution permanently replaces the previous commitment to establish a south bank dam viewpoint.
8. The \$200,000 contribution of funds is separate from the "South Bank Recreation Sites" commitment within the Site C Community Recreation Site Fund included on page 3 of the Chetwynd Community Agreement.

The parties have signed this Community Agreement Amendment #1 effective this 19 day of May, 2016.

District of Chetwynd

 Mayor


Signature


May 24, 2016
Date:

 Corporate Officer


Signature


May 20, 2016
Date:

Site C Clean Energy Project, British Columbia Hydro and Power Authority

 Vice President & Project Director, Site C Clean Energy Project


Signature

MAY 20 2016
Date:

 Environment and Community Mitigation Manager, Site C Clean Energy Project


Signature

May 19, 2016
Date: