

AMBIENT AIR QUALITY MONITORING STATION AGREEMENT

BETWEEN

Conseil scolaire francophone de la Colombie-Britannique
100-13511 Commerce Parkway
Richmond, B.C., V6V 2J8

(the "Owner")

AND

Her Majesty the Queen in right of the Province of British Columbia,
as represent by the Ministry of Environment and Climate Change Strategy
2501 14th Avenue
Vernon, B.C., V1T 8Z1

(the "Province")

BACKGROUND

A. The Owner owns the following property:

Ecole Entre Lacs
1213 Debeck Road
Penticton, B.C., V2A 3Z1
Parcel 008-746-079, Plan KAP15801, Lot A

(the "Property")

B. The Province wishes to install, operate, and maintain on the Property the ambient air quality monitoring station (the "Works") described in Schedule A and eventually remove it. The Owner will benefit from the Province's use of the Property for that purpose, including by facilitating the management of air quality.

AGREEMENT

The parties agree as follows:

1. The Owner grants to the Province the right to install, operate, and maintain the Works on the portion of the Property (the "Site") described in Schedule A, including the right to enter the Property for those purposes and for the purpose of removing the Works.
2. Despite parts of the Works being affixed to the Property, the Works remain the property of the Province. If the Owner proposes to transfer an interest in the Property, the Owner must notify the Province at least 90 days in advance of the transfer and provide the proposed transferee's contact details, to give the Province an opportunity to negotiate a novation of this agreement with the transferee. If the Owner does transfer an interest in the Property while the Works remain on the

Property, the Owner must oblige the transferee to recognize the Province's interest in the Works and fulfill the Owner's obligations to the Province under this agreement.

3. The Province may remove the Works at any time. The Province must remove the Works before November 30, 2032 unless the Owner agrees to allow the Province to instead remove it at later date, in which case, the Province must remove the Works by that later date.
4. The Owner must allow persons authorized by the Province to access the Site for the purposes described in this agreement. The Owner must ensure that the Province is able to access the Site by motor vehicle, including by removing snow that might restrict access.
5. The Province must not access the Site outside of the hours of 8 am to 5 pm except as necessary to repair the Works.
6. The Province must maintain the Site and Works in good repair and in a clean and tidy condition, to a standard consistent with that set by the Owner.
7. The Province must indemnify the Owner against all claims arising out of the Province's use of the Property under this agreement except to the extent the claim arises from the negligent or wilful conduct of the Owner or a person under the Owner's control.
8. The Province must comply with all laws applicable to its use of the Property.
9. The Province may install and use a power supply of maximum 220V/100A to power the Works by connecting directly to the local power utility. The Province must establish an account with the power utility and directly pay for all electricity consumed by the Works. The Province is responsible for all costs associated with establishing and maintaining the electrical connection to the Works.
10. The Province must directly pay for all costs associated with data transmission to and from the Works. All data service lines must be self-contained within the Site.
11. No consideration is due to the Owner for performance of the Owner's obligations under this agreement unless specifically described in this agreement. The Owner benefits by enabling the Province to obtain data that can be used by the Province to facilitate air quality management.
12. The Province is responsible for all costs associated with the installation, operation, maintenance, and removal of the Works.
13. Upon removing the Works, the Province must return the Site to the condition that it was in before the Works were installed, except to the extent the Owner agrees otherwise.

The parties have signed this agreement on the following dates:

Signed by the Owner on _____ 20__

Signed by the Province on _____ 20__

Schedule A

The Works comprise the following equipment and materials:

- 2.5 m x 4.6 m x 2.7 m off-white steel shelter fitted with an exterior ladder (photo to the right)
- 10 metre self-supporting tower used for meteorological monitoring
- steel roof railings
- HVAC (heating, ventilating and air conditioning) unit.
- 8' security fencing encompassing the shelter (1 ¼" chainlink) with maximum 2 metre clearance from each side of the shelter
- Interlocking road crush foundation with geo-fabric and retaining border to the fence
- In ground electric shielded cable
- Grounding plates

The interior of the shelter houses continuous air quality monitors, a data logger, a cellular modem, a router, conduit and wire.

The site location is located 49° 29' 31" N, 119° 34' 10" W at 396 m elevation above sea level and 0 m elevation above ground.

Communication will be provided via a cellular modem connection.

