

## **COMPLIANCE AGREEMENT**

THIS AGREEMENT is made as of October <sup>th</sup>10, 2014

### **BETWEEN:**

**PACIFIC TRAIL PIPELINES LIMITED PARTNERSHIP**, a limited partnership formed under the laws of British Columbia, with an office at 500 – Fifth Avenue S.W., Calgary, AB, T2P 0L7, represented by its general partner, **PACIFIC TRAIL PIPELINES MANAGEMENT INC.**

(the "Holder")

### **AND:**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, represented by the Minister of Environment, Parliament Buildings, Victoria, British Columbia V8V 1X4

(the "Province")

WHEREAS the Holder is the holder of the Certificate, an environmental assessment certificate issued pursuant to Section 17 of the *EAA*.

AND WHEREAS the Province has determined that the Holder has failed to comply fully with the terms and conditions of the Certificate (such failures to comply are described in Schedule A and are collectively referred to herein as the "Non-Compliances").

AND WHEREAS, pursuant to Section 36 of the *EAA*, if the minister responsible for the *EAA* considers it appropriate to do so, the minister may give the holder of an environmental assessment certificate an opportunity to make a written compliance agreement with the minister, by which the holder undertakes to comply with the environmental assessment certificate within the time and on the terms specified in the agreement.

AND WHEREAS in response to the Non-Compliances and in an effort to ensure that the Holder takes appropriate efforts to remedy such issues, the Holder and the Province wish to enter into a compliance agreement under Section 36 of the *EAA*.

NOW THEREFORE, in consideration of the premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties covenant and agree as follows:

## **ARTICLE 1 – INTERPRETATION**

### **1.1 Definitions**

Words and phrases with initial capital letters used and not defined elsewhere in this Agreement have the meanings given to them in Schedule B.

## **1.2 Headings**

The division of this Agreement into Articles and Sections and the use of headings are for convenience or reference only and do not affect the construction or interpretation of this Agreement. The terms "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Agreement.

## **1.3 Extended Meanings**

In this Agreement, words importing the singular number include the plural and vice versa, words importing any gender include all genders and words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnership, associations, trusts, unincorporated organizations, joint ventures, Governmental Authorities and First Nations. The term "including" means "including without limiting the generality of the foregoing".

## **1.4 Statutory References**

In this Agreement, unless something in the subject matter or context is inconsistent therewith or unless otherwise herein provided, a reference to any statute is to that statute as now enacted or as the same may from time to time be amended, re-enacted or replaced and includes any regulations made thereunder. Unless the context otherwise requires, all statutes referred to in this Agreement are enactments of the Province of British Columbia.

# **ARTICLE 2 – COMPLIANCE OBLIGATIONS**

## **2.1 Access Management Plan**

- (1) The Province has concluded that the Holder has, or is reasonably likely to have, failed to comply with conditions 3.2, 3.8, 3.34, 4.5, 8.4 and 8.62 of the Certificate (the "Access Management Conditions").
- (2) In order to be deemed to have remedied the Non-Compliances related to the Access Management Conditions, the Holder must develop an updated access management plan (the "Access Management Plan") in accordance with the following:
  - (a) the Holder will, on or before October 17, 2014:
    - (i) develop and draft an Access Management Plan that is consistent with Schedule C and the Certificate (but to the extent that the Holder's obligations concerning the Access Management Plan in Schedule C and the Certificate conflict, the provisions of Schedule C shall prevail);
    - (ii) provide copies of such Access Management Plan to AMP Interested Parties; and

- (iii) indicate to such AMP Interested Parties that they are entitled to provide comments on such Access Management Plan, if any, to the Holder within 30 days of receiving a copy of such Access Management Plan; and

(b) the Holder will:

- (i) develop and draft a further updated Access Management Plan; and
- (ii) prepare a written report or tracking table that:

- (A) details the comments received by the Holder from AMP Interested Parties pursuant to Section 2.1(2)(a)(iii); and
- (B) for each such comment, describes the manner with which such comment was addressed in the further updated Access Management Plan or details the Holder's rationale for declining to address such comment in the further updated Access Management Plan,

and submit such plan and report or tracking table to EAO and FLNR by December 15, 2014.

- (3) The Parties agree that, during the 30-day period that commences upon receipt of a copy of the updated Access Management Plan pursuant to Section 2.1(2)(a)(ii), EAO and FLNR may, on behalf of the Province:
  - (a) identify and communicate locations of access concern associated with the Project to the Holder; and
  - (b) require the Holder to meet with EAO, FLNR or both, to discuss potential strategies to limit the ability of Third Parties to access such locations of access concern and to enable the Holder to develop site-specific access control plans for inclusion in the further updated Access Management Plan contemplated in Section 2.1(2)(b).
- (4) Notwithstanding the completion of the process contemplated in Section 2.1(2), the Holder must develop, revise and implement the Access Management Plan, and any amendments thereto, To The Satisfaction Of each of EAO and FLNR.

## 2.2 Communications Plan

- (1) The Province has concluded that the Holder has, or is reasonably likely to have, failed to comply with conditions 3.30, 3.31, 3.33, 8.67, 9.12, 12.5 and 12.6 of the Certificate (the "**Communications Conditions**").
- (2) In order to be deemed to have remedied the Non-Compliances related to the Communications Conditions, the Holder must develop a communications plan (the "**Communications Plan**") in accordance with the following:
  - (a) the Holder will, on or before October 17, 2014:

- (i) develop and draft a Communications Plan that is consistent with Schedule D and the Certificate (but to the extent that the Holder's obligations concerning the Communications Plan in Schedule D and the Certificate conflict, the provisions of Schedule D shall prevail);
  - (ii) provide copies of such Communications Plan to EAO and FLNR;
- (b) the Holder will:
  - (i) on or before October 17, 2014:
    - (A) provide all angling guides that make use of the Zymoetz watershed with a written update regarding Project-related activities that may reasonably be expected to affect such angling guides, whether directly or indirectly; and
    - (B) provide opportunities for such angling guides to meet with or otherwise inform the Holder of any concerns that such angling guides may have regarding the Project; and
  - (ii) on or before December 15, 2014, provide EAO with a communication log that summarizes the Holder's communications with such angling guides;
- (c) the Holder will:
  - (i) on or before October 17, 2014:
    - (A) provide the Kilimat Sport Fisheries Committee, and fishing charter guides and local sport fishing retail outlets that may reasonably be expected to be affected by the development, construction or operation of the Project, with a written update regarding Project-related activities; and
    - (B) provide opportunities for such Persons to meet with or otherwise inform the Holder of suggestions on appropriate methods to provide updates on Project-related activities to licensed anglers; and
  - (ii) on or before December 15, 2014, provide EAO with a communication log that summarizes the Holder's communications with such Persons;
- (d) the Holder will, on or before upon October 17, 2014 and continuing until Project construction has completed, advertise at least quarterly in newspapers with circulation in all areas that may reasonably be expected to be affected by Project construction with a view to informing licensed anglers regarding upcoming Project construction activities; and
- (e) the Holder will, on or before October 17, 2014, prepare and distribute a brochure to inform licensed anglers of upcoming Project construction activities,

in such form and using a distribution method that are To The Satisfaction of EAO and FLNR.

- (3) Notwithstanding the completion of the processes and steps contemplated in Section 2.2(2), the Holder must develop, revise and implement the Communications Plan, and any amendments thereto, To The Satisfaction Of each of EAO and FLNR.

### **2.3 Land Use Plans**

- (1) The Holder will, on or prior to October 17, 2014, contact each LUP First Nation to confirm the status of land use plans applicable within the Regional Study Area which may have been prepared by any LUP First Nation.
- (2) If, on or prior to November 15, 2014, a LUP First Nation notifies the Holder that such LUP First Nation has prepared a land use plan applicable within the Regional Study Area, the Holder will provide an opportunity to such LUP First Nation to meet or otherwise discuss such land use plan within 14 days of the date that the Holder received such notice.
- (3) The Holder will, on or prior to December 15, 2014, provide EAO with a report or tracking table that:
  - (a) identifies any land use plans applicable within the Regional Study Area have been prepared by any LUP First Nation; and
  - (b) provides a summary of any discussions with LUP First Nation regarding any such land use plan,

as contemplated in Section 2.3(2).

### **2.4 Continuing Inspection and Amendments**

The Parties acknowledge and agree that:

- (1) as of the date of this Agreement, the EAO is continuing an administrative inspection regarding the Holder's compliance with respect to pre-construction requirements set out in the certificate;
- (2) the Province requires additional information from various parties in order to determine whether the Holder is in compliance with forty-five (45) conditions set out in the Certificate that pertain to such pre-construction requirements;
- (3) at any time and from time to time, the Parties may agree to amend this Agreement in order to address any incidences of non-compliance with the Certificate that may be identified by the EAO as a result of such administrative inspection; and
- (4) for greater certainty, nothing in this Section 2.4 or other provisions of this Agreement will:
  - (a) require the Province to agree to amend this Agreement; or

- (b) prevent or restrict the Province, an associated Governmental Authority or any authorized representative thereof from exercising any rights or powers afforded such Person under the *EAA* or other Applicable Laws,

in order to address any incidences of non-compliance with the Certificate that may be identified by the EAO as a result of such administrative inspection.

### **ARTICLE 3 – COMPLIANCE AND APPLICABLE LAWS**

#### **3.1 Compliance**

- (1) If the Holder complies fully with each of the terms and conditions of this Agreement, the Province will not take additional enforcement action against the Holder with respect to the Non-Compliances.
- (2) If the Holder fails to comply fully with any of the terms and conditions of this Agreement within the time period indicated herein (as extended pursuant to Section 6.7(1), as applicable), the Province reserves the right to pursue any rights or remedies that it may have under this Agreement, any Permit, Applicable Law or otherwise.

#### **3.2 Remedies Preserved**

- (1) This Agreement, and the exercise of any rights or remedies by the Province hereunder, do not affect the rights of the Province or any Governmental Authority to address any breaches of or non-compliance with the Certificate, any Permit or Applicable Law which are not specifically addressed by the terms and conditions of this Agreement.
- (2) The Parties:
  - (a) acknowledge that additional information concerning the Non-Compliances or other matters concerning the compliance by the Holder with the terms and conditions of the Certificate may be disclosed to, be learned by or otherwise come to the attention of the Province or an associated Governmental Authority after the date of this Agreement; and
  - (b) agree that nothing in this Agreement will prevent the Province, an associated Governmental Authority or any authorized representative thereof from exercising any rights or powers afforded such Person under the *EAA* or other Applicable Laws with respect to such additional information.

#### **3.3 Compliance with Applicable Laws**

- (1) The Holder agrees to undertake all actions pursuant to this Agreement in accordance with the requirements of any and all Applicable Laws and applicable Permits.
- (2) The Holder will obtain or cause its representatives to obtain all Permits necessary under any and all Applicable Laws to carry out the intent of this Agreement.

- (3) Except as contemplated in Article 2, nothing in this Agreement:
- (a) relieves the Holder from its obligation to comply with the Certificate, any and all Permits or Applicable Laws in respect of the Project or otherwise; or
  - (b) shall constitute or be construed as a release from any claim, cause of action or demand in law or equity for any liability that the Holder may have arising out of, or relating in any way to, (i) any failure to obtain or comply with any Permit or comply with Applicable Law or (ii) any other matter relating to the Project.

#### **ARTICLE 4 – ACCESS TO BOOKS AND RECORDS AND SITE**

##### **4.1 Site Access**

Without derogating from the inspection power contemplated in Section 33 of the *EAA*, the Holder will, upon receiving a request from the Province, provide the Province with access to all Project-related sites at reasonable times to enable the Province to determine whether the Holder has complied or is complying with the terms and conditions of this Agreement.

##### **4.2 Inspection of Books and Records**

Without derogating from the inspection power contemplated in Section 33 of the *EAA*, the Holder will make available to the Province and its authorized representatives all Books and Records reasonably related to the subject matter of this Agreement forthwith upon any request by the Province from time to time.

#### **ARTICLE 5 – TERM AND TERMINATION**

##### **5.1 Term**

- (1) This Agreement will remain in full force and effect from the date first above written until terminated in accordance with this Article 5.
- (2) The Parties acknowledge that the EAO intends to determine, on or prior to March 31, 2015, whether the Holder has resolved the Non-Compliances To The Satisfaction of the EAO.

##### **5.2 Termination**

This Agreement may be terminated as follows:

- (1) by written agreement of the Holder and the Province;
- (2) by the Province, if:
  - (a) the Province provides 7 days written notice of any failure by the Holder to comply fully with the terms and conditions of this Agreement; and
  - (b) at the conclusion of such 7-day period, the Province concludes, acting reasonably, that the Holder failed to cure such failure within such 7-day period; or

- (3) automatically, upon the cancellation or expiry of the Certificate.

### **5.3 Effect of Termination**

Each Party's right of termination under Section 5.2 is in addition to any other rights it may have under this Agreement, Applicable Law (including the *EAA*) or otherwise, and the exercise of a right of termination will not be an election of remedies. If this Agreement is terminated pursuant to Section 5.2, all further obligations of the Parties under this Agreement will terminate, except that the obligations in Sections 6.14 and 6.15 will survive.

## **ARTICLE 6 – GENERAL**

### **6.1 Further Assurances**

Each of the Parties will from time to time execute and deliver all such further documents and instruments and do all act and things as another Party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

### **6.2 Time of the Essence**

Time is of the essence of this Agreement.

### **6.3 Public Release and Announcement**

The Holder acknowledges that the Province and associated Governmental Authorities may make copies of this Agreement available to Third Parties (including to the general public via one or more websites), and the Holder hereby consents to:

- (1) any such disclosure of this Agreement; and
- (2) the Province and associated Governmental Authorities:
  - (a) making public announcements or press releases in connection with the Parties entering this Agreement; and
  - (b) discussing and communicating the existence and terms and conditions of this Agreement with any Third Party.

### **6.4 Freedom of Information**

The Holder acknowledges and agrees that the Province is subject to the provisions of the *Freedom of Information and Protection of Privacy Act* (the "**FOIPPA**") and that this Agreement and any information regarding this Agreement or the Holder may be disclosed or may be required to be disclosed under the FOIPPA, under a policy of any Governmental Authority or otherwise.

### **6.5 Benefit of the Agreement**

This Agreement will enure to the benefit of and be binding upon the respective heirs, executors, administrators, other legal representatives, successors and permitted assigns of the Parties.



## **6.6 Entire Agreement**

This Agreement and the Certificate collectively constitute the entire agreement between the Parties with respect to the subject matter hereof and there are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Parties with respect to such matters other than as expressly set forth herein.

## **6.7 Amendments and Waivers**

- (1) The Parties agree that the Manager, Policy and Compliance of EAO may, in her or his sole discretion, extend one or more of the dates or periods contemplated in Article 2 by providing the Parties with written notice of such extension(s) in accordance with Section 6.10 or to email addresses provided by each Party to the Manager, Policy and Compliance of EAO. Upon the receipt of such notice by both of the Parties this Agreement shall be deemed to have been amended accordingly. The Parties agree that, in considering any request to extend a date or period contemplated in Article 2, the Manager, Policy and Compliance of EAO may require the Holder to prepare and submit a reasonably detailed written request that sets out the circumstances that led to the request for such extension.
- (2) Except as contemplated in Section 6.7(1), no amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by both of the Parties.
- (3) No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing (by letter, email or otherwise) by the Party purporting to give the same and, unless otherwise provided, will be limited to the specific breach waived.

## **6.8 Severability**

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.

## **6.9 Assignment**

The Holder may not assign any or all of its rights and obligations under this Agreement without the prior written consent of the Province, which consent may be withheld by the Province in its sole discretion. No change in ownership of the Project or any of the facilities or assets related thereto will in any way alter the Holder's obligations under this Agreement, unless otherwise provided by Applicable Law.

## **6.10 Notices**

Any demand, direction, notice or other communication to be given in connection with this Agreement must be given in writing and will be given by personal delivery, courier or by electronic means of communication addressed to the recipient as follows:

to the Holder:

500 – Fifth Avenue S.W.  
Calgary, AB T2P 0L7

Attention: Bao Vang, PTP Project Manager  
Fax No.: (403) 234-5947  
Email: baovang@chevron.com

with a copy to (which copy will not constitute notice):

PTP HES Manager  
500 – Fifth Avenue S.W.  
Calgary, AB T2P 0L7

Attention: Errol Munro  
Fax No.: (403) 234-5947

to the Province:

EAO Compliance and Enforcement  
1<sup>st</sup> Floor – 836 Yates Street  
Victoria, BC V8W 9V1

Attention: Autumn Cousins, Manager of Policy and Compliance  
Fax No.: (250) 387-2208  
Email: eao.compliance@gov.bc.ca

with a copy to (which copy will not constitute notice):

Legal Services Branch  
Ministry of Justice  
340 – 1675 Douglas Street  
Victoria, BC V8W 2G5

Attention: Joshua Walters  
Fax No.: (250) 356-0064

or to such other street address, individual or electronic communication number or address as may be designated by notice given by a Party to the other Party. Any demand, notice or other communication given by personal delivery or by courier will be conclusively deemed to have been given on the day of actual delivery thereof and if given by electronic communication, on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

#### **6.11 Remedies Cumulative**

The rights and remedies of the Parties under this Agreement are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity or

otherwise. No single or partial exercise by a Party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that Party may be entitled.

#### **6.12 No Third Party Beneficiaries**

This Agreement is solely for the benefit of:

- (1) the Holder, and its successors and permitted assigns, with respect to the obligations of the Province under this Agreement; and
- (2) the Province, and its successors and permitted assigns, with respect to the obligations of the Holder under this Agreement,

and this Agreement will not be deemed to confer upon or give to any other Person any claim or other right or remedy.

#### **6.13 Not a Partnership or Joint Venture**

Nothing in this Agreement shall be deemed to constitute the Parties partners, joint venturers or principal and agent.

#### **6.14 Governing Law**

This Agreement is governed by and will be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

#### **6.15 Attornment**

For the purpose of all legal proceedings this Agreement will be deemed to have been performed in the Province of British Columbia and the courts of the Province of British Columbia will have jurisdiction to entertain any action arising under this Agreement. Each of the Parties attorns to the non-exclusive jurisdiction of the courts of the Province of British Columbia.

#### **6.16 Counterparts**

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.

#### **6.17 Electronic Execution**

Delivery of an executed signature page to this Agreement by a Party by electronic transmission will be as effective as delivery of a manually executed copy of this Agreement by such Party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

**PACIFIC TRAIL PIPELINES LIMITED  
PARTNERSHIP**, represented by its  
general partner, **PACIFIC TRAIL  
PIPELINES MANAGEMENT INC.**

By: 

*Authorized signatory*

**HER MAJESTY THE QUEEN IN RIGHT  
OF THE PROVINCE OF BRITISH  
COLUMBIA**, as represented by the  
**MINISTER OF ENVIRONMENT** or the  
minister's authorized representative

By: 

*Authorized signatory*

**SCHEDULE A**  
**NON-COMPLIANCES COMMUNICATION**  
**DATED AUGUST 12, 2014**

**PTP Confirmed Non-Compliances August 12, 2014**

#	PTP Condition	EAC Holder Comments	Auditor Rationale	EAO Comments	Final EAC Holder Self-compliance Details
3.2	PTP commits to work with MOE and other agencies to identify specific locations of new access concern and develop strategies to limit access to areas of concern. This will include an evaluation of potential rearing, staging and spawning sites with respect to short and long term access risks. The product of this evaluation will be provided to interested parties for their review.	<p>Westland Resource Group, on behalf of PTP, provided copies of the EMP, AMP, and Restoration Plan to the BC OGC, DFO, MOE, MFLNR, TC, and First Nations on July 21, 2011 for review and comment. Copies of transmittals are provided.</p> <p>Aquatics Atlases and aquatics investigations were provided during EA application and amendments. These form the evaluation of rearing, staging, and spawning potential and were provided to interested parties during the consultation periods.</p> <p>PTP will contact FLNR to discuss: (i) FLNR identifying specific locations where they have access concerns in respect of fisheries habitat; (ii) areas where access may impact streams of high fisheries value; (iii) areas where angling pressure may be of concern; (iv) methods to monitor access and angling pressure; and (v) methods to mitigate impacts arising from access and angling pressure. PTP commits to commence these discussions with FLNR by 6/30/14.</p> <p>A revised AMP will be provided to EAO by 8/31/2014.</p>	<p>This commitment has a number of components. Firstly, communication support confirming that the AMP, EMP and Restoration plan were provided to MOE and other agencies has been provided. The Holder has not yet completed revisions to the AMP or consulted with FLNR, although the commitment to do both has been stipulated in the Holder Comments.</p> <p>Secondly identification of several sensitive areas has been provided: section 10 of the AMP, Access Roads in Sensitive Areas provides measures related to limiting access to sensitive areas and provides a partial list of environmentally sensitive areas (Table 3). The Restoration Plan provides a list of wetlands (Table 6, pg. 22), a list of plant communities and areas of special management interest along the PTP pipeline route (Table 11, pg. 149), and restoration units. The AMP Addendum provide a table of high fish sensitivity streams (Table 1). It is not clear if all sensitive areas have been identified within these documents, including consultation with MOE (now MFLNR)</p> <p>Documentation of compliance with the condition "Evaluation of potential rearing, staging and spawning sites with respect to short and long term access risks" has not been provided nor clearly referred to in the AMP. Aquatic studies have been performed; however, assessment of access risk was not found.</p> <p>The final portion of the condition requires that "The product of this evaluation will be provided to interested parties for their review". This commitment has been made by the Holder in their Comments; however, the actual dissemination of the information will have to wait until the assessment is complete.</p> <p>In summary, the verification that long term and short term access risk to sensitive areas has been assessed and addressed in the AMP prior to construction was not fully provided.</p>	<p>Due the risks involved of constructing in environmentally sensitive areas; a full and comprehensive Access Management Plan should have been developed prior to the start of construction. Without a full and comprehensive AMP, the only proof of compliance would be a listing of all the locations of the environmentally sensitive areas in the ROW that have been identified by the appropriate agencies. The Certificate Holder would also have to prove that all construction crews to date have been provided with that information along with a means of limiting or controlling public access to these areas. The draft plans and appendices are a step in the right direction, however the risk assessment is still missing.</p>	<p>PTP met with Troy Larden of FLNR on 7/10/14 to discuss access concerns and monitoring of angling and access pressure for the western portion of the ROW where work is currently taking place. PTP is also seeking to meet with FLNR representatives from the Omineca region to discuss access concerns in Sections 1-3.</p> <p>To address the evaluation of potential rearing, staging and spawning sites as well as other access concerns, PTP will complete an Assessment of Access Risk using data collected (i.e., baseline studies, route walks, and other environment studies) as well as additional consultation with FLNR and other agencies. The PTP Access Management Plan is currently being revised and will include site specific Access Control Plans for areas identified in the Assessment of Access Risk.</p> <p>The revised Access Management Plan is anticipated to be complete by 8/31/14. Draft Access Control Plans for the limited areas PTP is currently working in will be completed by 8/31/14 with the remainder completed following the completion of the Assessment of Access Risk.</p>

#	PTP Condition	EAC Holder Comments	Auditor Rationale	EAO Comments	Final EAC Holder Self-compliance Details
3.8	PTP commits to work with MOE to determine areas where angling pressure may be of a concern and to ensure that appropriate methods are used to monitor (measure) this possible effect and to address these effects where they occur.	PTP will contact FLNR to discuss: (i) FLNR identifying specific locations where they have access concerns in respect of fisheries habitat; (ii) areas where access may impact streams of high fisheries value; (iii) areas where angling pressure may be of concern; (iv) methods to monitor access and angling pressure; and (v) methods to mitigate impacts arising from access and angling pressure. PTP commits to commence these discussions with FLNR by 8/30/14.	The key issue was identified during stakeholder consultation during the application process. The Access Management Plan does not address angling pressure, specifically. Unclear how the effect on anglers will be monitored and how these effects will be addressed when they occur. The Holder has provided a date to commence discussions with FLNR and has identified topics for discussion. The commitment has been made; however, given that construction has already commenced a potential non compliance is still identified by the Auditor.	While the commitment states that this should be a post construction monitoring requirement; access to these sensitive areas will not be made readily available until the project begins construction in those areas. As such, the access management plan should outline these areas as well as timing regarding when, or if, access to these areas can be decommissioned. Meanwhile, there should be a mechanism for environmental monitors/employees to record basic information regarding angling pressure in these sensitive areas in order to obtain baseline information. Without these mechanisms in place, this commitment cannot be adhered to.	The revised Access Management Plan is anticipated to be complete by 8/31/14. Draft Access Control Plans for the limited areas PTP is currently working in will be completed by 8/31/14 with the remainder completed following the completion of the Assessment of Access Risk. The revised AMP will address the areas discovered to be deficient: <ul style="list-style-type: none"> <li>● Timing and methods for when, or if, areas of access concerns can be decommissioned.</li> <li>● Mechanism for environmental monitors/employees to record basic information regarding angling pressure.</li> <li>● Moose habitat in the Kitimat Valley.</li> <li>● Access disruption to commercial operations.</li> <li>● Incorporation of appropriate BMPs.</li> <li>● Measures to block off access by recreational vehicles along the ROW across a stream where highly erodible and sediment producing soils are encountered. Most concern at KP 30 (Cecil Creek) as well as the stream at KP 25.6 and the drainages from KP 5.8 to KP 6.5.</li> <li>● Methods to assist non-powered vessels in the portage of the work site.</li> <li>● Maintenance of access to established recreation features.</li> <li>● River-crossing techniques that minimize effects on recreational users.</li> </ul>

#	PTP Condition	EAC Holder Comments	Auditor Rationale	EAO Comments	Final EAC Holder Self-compliance Details
3.30	PTP commits to meet with the Kitimat Sport Fisheries Committee as well as the local Sport Fishery Retail Outlets and Fishing Charter Guides to Inform them about project routing and clearing / construction activities in order to determine appropriate means of communicating with licensed anglers.	PTP is preparing a draft communication plan which is anticipated to be completed by 8/31/14. The draft communication plan will address how PTP will Inform (e.g., advertisements and a brochure) licensed anglers of project routing and clearing/construction activities.	The Draft 2014 EMP Section 4.0 Table 1 commits to notifying "the Kitimat Sport Fisheries Committee as well as the local Sport Fishery Retail Outlets and Fishing Charter Guides". The Holder has provided communication log indicating that the Holder has communicated with one BC Angling Guide (Skeena Wilderness Adventure) on April 2, 2014. Since construction has begun in the Kitimat area additional communication records are required. The Holder has committed to preparing a draft communication plan which is anticipated to be completed by 8/31/14.	Supporting documentation is required to show that PTP has communicated all the active guides, committees and retail outlets in the area that can be potentially impacted by construction activity. A draft communication plan is a step towards compliance, but formal notification to the above will be required to bring PTP back into compliance with this commitment.	PTP has drafted a Communication Plan to be finalized by 8/31/14. The Communication Plan will address ongoing communication with the following groups: <ul style="list-style-type: none"> <li>• Kitimat Sport Fisheries Committee</li> <li>• Visitor Centres</li> <li>• Commercial fishing guides</li> <li>• Outdoor recreation businesses</li> <li>• Licensed anglers (including project brochure)</li> <li>• Copper (zymoetz) River angling guides</li> <li>• Hotel Associations</li> <li>• Community Chambers of commerce</li> <li>• Business Owners</li> <li>• Recreation facility operators</li> <li>• Outdoor clubs</li> </ul> <p>Though some groups have been notified through other means or attended open houses and other events, PTP will send out notifications to all groups identified immediately to inform them of current construction activities and methods to contact the project for questions.</p>
3.31	PTP commits to assisting in communicating with licensed anglers by means of advertising project activities in local newspapers as well as the preparation of a handout (brochure) in order to inform them of construction activities.	PTP is preparing a draft communication plan which is anticipated to be completed by 8/31/14. The draft communication plan will address how PTP will Inform (e.g., advertisements and a brochure) licensed anglers of project routing and clearing/construction activities.	The Draft 2014 EMP Section 4.0 Table 1 commits to notification recreation associations, commercial guides and outdoor recreation businesses. An example of the public notice has been received. a sample brochure targeting licensed anglers has not been received; a brochure will be required as well as a newspaper and a plan for assisting in communication for licensed anglers. The Holder has committed to preparing a draft communication plan which is anticipated to be completed by 8/31/14, which includes brochures.	An effort has been made to date, but more is required to fully meet the requirements of this commitment. A brochure will be required in addition to the newspaper articles to fully meet this requirement.	PTP has drafted a Communication Plan to be finalized by 8/31/14. The Communication Plan will address ongoing communication with the following groups: <ul style="list-style-type: none"> <li>• Kitimat Sport Fisheries Committee</li> <li>• Visitor Centres</li> <li>• Commercial fishing guides</li> <li>• Outdoor recreation businesses</li> <li>• Licensed anglers (including project brochure)</li> <li>• Copper (zymoetz) River angling guides</li> <li>• Hotel Associations</li> <li>• Community Chambers of commerce</li> <li>• Business Owners</li> <li>• Recreation facility operators</li> <li>• Outdoor clubs</li> </ul> <p>Though some groups have been notified through other means or attended open houses and other events, PTP will send out notifications to all groups identified immediately to inform them of current construction activities and methods to contact the Project for questions.</p>



#	PTP Condition	EAC Holder Comments	Auditor Rationale	EAO Comments	Final EAC Holder Self-compliance Details
3.33	PTP will contact Angling Guides using the Zymoetz watershed to discuss the KSL Project and to solicit their views and concerns.	PTP is preparing a draft communication plan which is anticipated to be completed by 8/31/14. The draft communication plan will address how PTP will inform (e.g., advertisements and a brochure) licensed anglers of project routing and clearing/construction activities.	The Holder has provided a commitment to prepare a draft Communication Plan to address this condition. The proposed plan has not yet been received.	Without copies of the letters sent to Guides a compliance determination cannot be made. A communication plan is a step in the right direction, however, proof of correspondence will still be required to make an appropriate decision.	PTP has drafted a Communication Plan to be finalized by 8/31/14. The Communication Plan will address ongoing communication with the following groups: <ul style="list-style-type: none"> <li>• Kitimat Sport Fisheries Committee</li> <li>• Visitor Centres</li> <li>• Commercial fishing guides</li> <li>• Outdoor recreation businesses</li> <li>• Licensed anglers (including project brochure)</li> <li>• Copper (Zymoetz) River angling guides</li> <li>• Hotel Associations</li> <li>• Community Chambers of commerce</li> <li>• Business Owners</li> <li>• Recreation facility operators</li> <li>• Outdoor clubs</li> </ul> <p>Though some groups have been notified through other means or attended open houses and other events, PTP will send out notifications to all groups identified immediately to inform them of current construction activities and methods to contact the Project for questions.</p>
3.34	The Access Management Plan will address issues related to the control of access where streams are deemed to be of high fisheries values and at sensitive crossing sites. PTP will work with MOE and others to identify locations requiring access management.	PTP will contact FLNR to discuss: (i) FLNR identifying specific locations where they have access concerns in respect of fisheries habitat; (ii) areas where access may impact streams of high fisheries value; (iii) areas where angling pressure may be of concern; (iv) methods to monitor access and angling pressure; and (v) methods to mitigate impacts arising from access and angling pressure. PTP commits to commence these discussions with FLNR by 6/30/14.  A revised AMP will be provided to EAO by 8/31/14.	Partial list of sensitive areas is provided in the Access Management Plan in Section 10.1-Table 3 on page 21. Full list of sensitive areas and how access management will consider these sites is needed in the AMP. Addendum to the AMP was provided; the commitment was included verbatim and a table listing the high fish sensitivity stream was included (Table 1) addressing this condition. Commitment to complete revisions to the AMP was provided. The condition will be in compliance once the addendum is incorporated into the AMP.	Awaiting updated AMP. The updated AMP with the requested information may be enough to bring PTP back into compliance with this commitment.	PTP met with Troy Larden of FLNR on 7/10/14 to discuss access concerns and monitoring of angling and access pressure for the western portion of the ROW where work is currently taking place. PTP is also seeking to meet with FLNR representatives from the Omineca region to discuss access concerns in Sections 1-3.  To address the evaluation of potential rearing, staging and spawning sites as well as other access concerns, PTP will complete an Assessment of Access Risk using data collected (i.e., baseline studies, route walks, and other environment studies) as well as additional consultation with FLNR and other agencies. The PTP Access Management Plan is currently being revised and will include site specific Access Control Plans for areas identified in the Assessment of Access Risk.  The revised Access Management Plan is anticipated to be complete by 8/31/14. Draft Access Control Plans for the limited areas PTP is currently working in will be completed by 8/31/14 with the remainder completed following the completion of the Assessment of Access Risk.

#	PTP Condition	EAC Holder Comments	Auditor Rationale	EAO Comments	Final EAC Holder Self-compliance Details
4.5	Moose habitat in the Kitimat Valley will be considered in access management planning and in the restoration of ROW and temporary workspace.	A draft addendum to the Access Management Plan (AMP) is attached to this submission. A revised AMP will be provided to EAO by 8/31/14.	The Holder has provided an Addendum that states the commitment to this condition, however this is a detailed design commitment, thus the plan should be completed at this time. The Holder also stated that Moose habitat was incorporated into the Restoration Plan, however the Auditor was not able to find reference to Moose habitat in the Restoration Plan. The commitment to provide the revised AMP to EAO for 8/31/2014 is included in the Holder comments. This is an ongoing condition: the next revision of the AMP should be reviewed for verification.	Construction has begun in the Kitimat Valley. The documents provided do not demonstrate that Moose habitat was considered in the Access Management planning. The addendum provided for the Access Management Plan is a step towards compliance, however; this component should have been incorporated prior to construction in the Kitimat Valley.	The revised Access Management Plan is anticipated to be complete by 8/31/14. Draft Access Control Plans for the limited areas PTP is currently working in will be completed by 8/31/14 with the remainder completed following the completion of the Assessment of Access Risk. The revised AMP will address the areas discovered to be deficient: <ul style="list-style-type: none"> <li>● Timing and methods for when, or if, areas of access concerns can be decommissioned.</li> <li>● Mechanism for environmental monitors/employees to record basic information regarding angling pressure.</li> <li>● Moose habitat in the Kitimat valley.</li> <li>● Access disruption to commercial operations.</li> <li>● Incorporation of appropriate BMPs.</li> <li>● Measures to block off access by recreational vehicles along the ROW across a stream where highly erodible and sediment producing soils are encountered. Most concern at KP 30 (Cecil Creek) as well as the stream at KP 25.6 and the drainages from KP 5.8 to KP 6.5.</li> <li>● Methods to assist non-powered vessels in the portage of the work site.</li> <li>● Maintenance of access to established recreation features.</li> <li>● River-crossing techniques that minimize effects on recreational users.</li> </ul>
7.18	PTP commits to implement discussions with First Nations regarding their completed Land Use Plans in the RSA	PTP is unable to locate written documentation setting out the details of these communications. However, in the past PTP has verbally confirmed with First Nations that no First Nation LUPs have been completed in the project area.  Given the inability to locate the written documentation, PTP will re-contact First Nations along the route to discuss LUPs and provide documentation to EAO of these discussions by 8/31/14.	The Holder is unable to provide documentation confirming this condition. The Holder has committed to communicate with FN and provide documentation to EAO by 8/31/14.	If the communication records cannot be found, a letter from the appropriate FN regarding PTP's compliance with this commitment would also suffice. If this cannot be obtained; a Non-compliance decision will be determined until PTP can prove that these discussions have taken place.	PTP will recontact each FN to confirm the verbal understanding that no LUPs have been completed. These communications will be complete by 9/30/14.
8.4	PTP to involve licensees and MOFR in the review of the Access Management Plan.	A summary of discussions and agreements in place or pending related to forestry RUAs and access planning has been provided in "Road and Forestry-related Agreements or Activities - Summary."  PTP will provide Forest Licensees with the AMP for review by 7/31/14	The Auditor has been provided documentation records that FLNR received the AMP/EMP and restoration plan to review. Comments were provided between the Holder and FLNR licensees relating to roads and road use and documented in the Westland 2014 the Holder forestry commitments. A summary of discussion and agreements regarding road and Forestry for each Section of the line, prepared by Westland Resources, has been provide. This summary lists the  The Holder has made a commitment to include the Forest Licensees with the next revision of the AMP by 7-July-2014. This will require verification. Proof of transmittal of the upcoming revision of the AMP to MOFR should also be reviewed.	The requested supporting documentation was not provided. This leads to believe that the original AMP was not reviewed by all of the appropriate parties. Suggest that the amended AMP be provided to all appropriate parties to review prior to finalization.	Though PTP consulted FLNR during the development of the AMP, there is no evidence in PTP's records that the Forest Licensees were provided copies of the AMP for review. PTP will provide affected forest licensees with a copy of the revised AMP being drafted for their review.

#	PTP Condition	EAC Holder Comments	Auditor Rationale	EAO Comments	Final EAC Holder Self-compliance Details
8.62	PTP commits to implement an Access Management Plan to minimize access disruptions to commercial operations.		Access disruption to commercial operations has not been specifically addressed in the 2011 AMP. However roads have been categorized based on use (e.g. EMARs and ESARs) and measures are provided to maintain access on these routes. This is an ongoing condition, given that the AMP is under revision the final version of this plan may be quite different than the 2011 version.	The plans provided do not currently support this commitment. An updated AMP and communications plan would be a step towards achieving an "On track for Compliance" determination. Verification will then be determined in the field.	<p>The revised Access Management Plan is anticipated to be complete by 8/31/14. Draft Access Control Plans for the limited areas PTP is currently working in will be completed by 8/31/14 with the remainder completed following the completion of the Assessment of Access Risk. The revised AMP will address the areas discovered to be deficient:</p> <ul style="list-style-type: none"> <li>• Timing and methods for when, or if, areas of access concerns can be decommissioned.</li> <li>• Mechanism for environmental monitors/employees to record basic information regarding angling pressure.</li> <li>• Moose habitat in the Kitimat valley.</li> <li>• Access disruption to commercial operations</li> <li>• Incorporation of appropriate BMPs.</li> <li>• Measures to block off access by recreational vehicles along the ROW across a stream where highly erodible and sediment producing soils are encountered. Most concern at KP 30 (Cecil Creek) as well as the stream at KP 25.6 and the drainages from KP 5.8 to KP 6.5.</li> <li>• Methods to assist non-powered vessels in the portage of the work site.</li> <li>• Maintenance of access to established recreation features.</li> <li>• River-crossing techniques that minimize effects on recreational users.</li> </ul>
8.67	PTP commits to provide construction schedules and other relevant information on anticipated trail closures to hiking, snowmobile, cross-country ski, mountaineering, and other outdoor clubs, and provide similar information to visitor centres to reach the general public and visitors.	PTP is preparing an inventory of outdoor clubs and visitor centres within and immediately adjacent to the ROW. Once that register is completed, construction schedules will be provided to those outdoor clubs and visitor centres prior to construction. A draft communication plan is being developed by PTP which will include a process to fulfill this commitment. The draft communication will be provided to EAO by 8/31/14.	Commitment provided in Draft 2014 EMP Section 4.0 Notifications, Table 1. The Holder states that an inventory of outdoor clubs and visitors centers are being compiled, and that a draft communication plan is being drafted to fulfill this commitment.	Construction work has already begun and notification should have been sent out prior to any works. A communication plan is the first step to achieving compliance. Any evidence that shows compliance with this commitment will change the compliance determination.	<p>PTP has drafted a Communication Plan to be finalized by 8/31/14. The Communication Plan will address ongoing communication with the following groups:</p> <ul style="list-style-type: none"> <li>• Kitimat Sport Fisheries Committee</li> <li>• Visitor Centres</li> <li>• Commercial fishing guides</li> <li>• Outdoor recreation businesses</li> <li>• Licensed anglers (including project brochure)</li> <li>• Copper (Zymoetz) River angling guides</li> <li>• Hotel Associations</li> <li>• Community Chambers of commerce</li> <li>• Business Owners</li> <li>• Recreation facility operators</li> <li>• Outdoor clubs</li> </ul> <p>Though some groups have been notified through other means or attended open houses and other events, PTP will send out notifications to all groups identified immediately to inform them of current construction activities and methods to contact the project for questions.</p>

#	PTP Condition	EAC Holder Comments	Auditor Rationale	EAO Comments	Final EAC Holder Self-compliance Details
9.1.2	PTP commits to communicate with hotel associations, community chambers of commerce, business owners, recreation facility operators, and other relevant groups to communicate Project schedules and support requirements	A complete inventory of stakeholders (including hotel associations, recreational facility, accommodation providers, Chamber of Commerce, etc.) is being prepared and PTP will use this register to communicate Project schedules and support requirements prior to commencing work in the in specific stakeholder areas. A communication plan is being prepared and will be provided by 8/31/14.	Commitment to notify recreation associations, commercial guides, and outdoor recreation businesses as well as tourism accommodation and municipalities and [the] regional district provided in Section 3.1, numbers 19, 20 and 21, page 9 of EMP. This section includes a commitment to liaise with accommodation providers to provide updates on the numbers of workers requiring accommodation, and their scheduled arrival and departure. Evidence of quarterly meetings or communication with hotel associations, community chambers of commerce, business owners, recreation facility operators, and other relevant groups were requested based on the Holder details. Only evidence of the Holder communications with the Kitimat Chamber on a couple of occasions (2014-01-29, 2014-02-04) to discuss procurement and economic spinoffs were given. The Holder states that they are preparing a complete list of stakeholders and preparing a communications plan.	Sufficient evidence has not been provided to meet the requirements of this commitment. Some effort has been made to meet the requirements of this commitment. A communications plan is a step towards receiving an On Track for Compliance status.	PTP has drafted a Communication Plan to be finalized by 8/31/14. The Communication Plan will address ongoing communication with the following groups: <ul style="list-style-type: none"> <li>• Kitimat Sport Fisheries Committee</li> <li>• Visitor Centres</li> <li>• Commercial fishing guides</li> <li>• Outdoor recreation businesses</li> <li>• Licensed anglers (including project brochure)</li> <li>• Copper (zymoetz) River angling guides</li> <li>• Hotel Associations</li> <li>• Community Chambers of commerce</li> <li>• Business Owners</li> <li>• Recreation facility operators</li> <li>• Outdoor clubs</li> </ul> <p>Though some groups have been notified through other means or attended open houses and other events, PTP will send out notifications to all groups identified immediately to inform them of current construction activities and methods to contact the project for questions.</p>
12.5	PTP commits to notify commercial guided fishing operations prior to initiating construction activities to provide updates on construction scheduling,	PTP is preparing an inventory of commercial guided fishing operators operating in or near the ROW. PTP will provide that inventory to BC EAO 6/30/14. Notifications to the commercial guided fishing operators will be completed by 7/31/14.	In the Draft 2014 EMP the commitment to notify is provided in Table 1 and A-1. In the 2012 EMP, the commitment to notify commercial fishing guides is provided in section 3.1. Documentation of notifications sent to commercial fishing guides has been requested. the Holder has indicated that they communicated with the BC Angling Guide (Skeena Wilderness Adventure) on April 2, 2014. The 2007 EAC application identifies 11 guide-outfitting territories and 2 popular guided fishing destinations (pg. 7-185). The Holder states that they are compiling a list of commercial fishing guides operating on or near the RoW and will have the list completed by June 6, and the notifications sent out by July 31, 2014.	See findings for 3.30 and 3.33 above.	PTP has drafted a Communication Plan to be finalized by 8/31/14. The Communication Plan will address ongoing communication with the following groups: <ul style="list-style-type: none"> <li>• Kitimat Sport Fisheries Committee</li> <li>• Visitor Centres</li> <li>• Commercial fishing guides</li> <li>• Outdoor recreation businesses</li> <li>• Licensed anglers (including project brochure)</li> <li>• Copper (zymoetz) River angling guides</li> <li>• Hotel Associations</li> <li>• Community Chambers of commerce</li> <li>• Business Owners</li> <li>• Recreation facility operators</li> <li>• Outdoor clubs</li> </ul> <p>Though some groups have been notified through other means or attended open houses and other events, PTP will send out notifications to all groups identified immediately to inform them of current construction activities and methods to contact the project for questions.</p>

#	PTP Condition	EAC Holder Comments	Auditor Rationale	EAO Comments	Final EAC Holder Self-compliance Details
12.6	PTP commits to provide construction schedules and other relevant information to outdoor clubs and similar organizations and Visitor Centres in order to reach the general public and visitors.	<p>Examples of notifications sent to recreational and outdoors clubs in 2012 are attached to this submission.</p> <p>PTP is preparing a draft communication plan which is anticipated to be completed by 8/31/14. The draft communication plan will address how PTP will inform recreation and outdoor clubs of project routing and clearing/construction activities.</p>	<p>Commitment provided in Table 3 and A-1 of Draft 2014 EMP. Documentation of notification has been requested. The Holder has provided a communication log with records of seven BC Guides and Outfitters from March 14 to April 2, 2014. Email communications/notifications to seven different clubs and guides dated August 17, 2012 have been provided. It is unclear whether the 14 clubs and guides compose a complete list of those who should be contacted. No records of contact with visitors centers has been provided. The Holder states they are preparing a draft communication plan that will address how the Holder will inform recreation and outdoor clubs of project routing and clearing/construction activities and which is anticipated to be completed by August 31, 2014. A complete list of outdoor clubs and similar organizations and Visitor Centres to be notified would assist assessment of this condition.</p>	<p>See findings for 8.7, 8.60 and 8.67 above.</p>	<p>PTP has drafted a Communication Plan to be finalized by 8/31/14. The Communication Plan will address ongoing communication with the following groups:</p> <ul style="list-style-type: none"> <li>• Kitimat Sport Fisheries Committee</li> <li>• Visitor Centres</li> <li>• Commercial fishing guides</li> <li>• Outdoor recreation businesses</li> <li>• Licensed anglers (including project brochure)</li> <li>• Copper (Zymoetz) River angling guides</li> <li>• Hotel Associations</li> <li>• Community Chambers of commerce</li> <li>• Business Owners</li> <li>• Recreation facility operators</li> <li>• Outdoor clubs</li> </ul> <p>Though some groups have been notified through other means or attended open houses and other events, PTP will send out notifications to all groups identified immediately to inform them of current construction activities and methods to contact the project for questions.</p>

## **SCHEDULE B DEFINITIONS**

In this Agreement, unless something in the subject matter or context is inconsistent therewith:

- (1) **"Agreement"** means this agreement, including its recitals and schedules, as amended from time to time.
- (2) **"AMP Interested Parties"** means FLNR, EAO and OW, and any Forest Licensees and other Persons specified by FLNR or EAO to the Holder on or prior to September 5, 2014.
- (3) **"Applicable Laws"** means any applicable domestic or foreign law including any statute, subordinate legislation or treaty and any applicable guideline, directive, rule, standard, requirement, policy, order, judgment, injunction, award or degree of a Governmental Authority whether or not having the force of law.
- (4) **"Books and Records"** means all books, records, data, modelling, studies, surveys, assessments, plans, specifications, photos, correspondence, files and other information (whether in written, printed or electronic form, or stored on computer discs or other data and software storage and media devices) in any form.
- (5) **"Business Day"** means a day other than a Saturday, Sunday or statutory holiday in the Province of British Columbia.
- (6) **"Certificate"** means the environmental assessment certificate E08-01 dated June 26, 2008, as amended by Amendment #1 dated April 12, 2012, Amendment #2 dated August 9, 2012 and Amendment #3 dated July 31, 2013 and as extended pursuant to an order pursuant to Section 18(4) of the *EAA* dated June 20, 2013, and as amended from time to time.
- (7) **"CP Interested Persons"** has the meaning set out in Schedule D.
- (8) **"EAA"** means the *Environmental Assessment Act*.
- (9) **"EAO"** means the Environment Assessment Office, an office of the Province continued under the *EAA*.
- (10) **"First Nation"** means a First Nation, tribal council or aboriginal group, and includes any person or group asserting or otherwise claiming an aboriginal or treaty right, including aboriginal title, or any other aboriginal interest, and any person or group representing, or purporting to represent, any of the foregoing.
- (11) **"FLNR"** means the Ministry of Forests, Lands and Natural Resource Operations of the Province of British Columbia.
- (12) **"Forest Licensee"** means any Person that is party to an agreement with the Province contemplated under Section 12 of the *Forest Act* whose ability to exercise their rights under such agreement may reasonably be expected to be affected by the Project.

- (13) **"Governmental Authority"** means any domestic or foreign legislative, executive, judicial or administrative body or person having or purporting to have jurisdiction in the relevant circumstances.
- (14) **"Holder"** has the meaning set out in the Recitals.
- (15) **"LUP First Nation"** means each First Nation identified in Section G of the Section 11 Order, which includes Haisla Nation, Kitseles First Nation, Lax Kw'alaams Indian Band, Metlakatla First Nation, Wet'suwet'en First Nation, Office of the Wet'suwet'en/Morice town Indian Band, Skin Tyee First Nation, Nee Tahi Buhn First Nation, Burns Lake Band, Saik'uz First Nations, Nadleh Whut'en First Nation, Nak'azdii First Nation, Stellat'en First Nation, Lheidli-T'enneh First Nation, Ts'il Kaz Koh First Nation and the McLeod Lake Indian Band.
- (16) **"Non-Compliances"** has the meaning set out in the Recitals.
- (17) **"OW"** means Office of the Wet'suwet'en.
- (18) **"Parties"** means the Holder and the Province, and **"Party"** means any one of them.
- (19) **"Permits"** means all permits, consents, waivers, licences, sub-licences, certificates, approvals, authorizations, registrations, franchises, rights, privileges, certification, quotas and exemptions, or any item with a similar effect, issued by any Person, including all pending renewals thereof or pending applications therefor.
- (20) **"Person"** means any natural person, corporation, limited liability company, general partnership, limited partnership, proprietorship, joint venture, joint stock company, other business organization, trust, society, union, association, Governmental Authority, First Nation or the Province.
- (21) **"Project"** means the Pacific Trail Pipelines Project, as more particularly described in the Certificate.
- (22) **"Province"** has the meaning set out in the Recitals.
- (23) **"Qualified Professional"** means, in relation to a duty or function contemplated in this Agreement, an individual who:
- (a) is registered in Canada with a professional organization, is acting under that organization's code of ethics, and is subject to disciplinary action by that organization; and
  - (b) through suitable education, experience, accreditation and knowledge, may reasonably be relied on to provide advice within his or her area of expertise, which area of expertise is applicable to the duty or function.
- (24) **"Regional Study Area"** has the meaning ascribed to such term in the "Glossary of Terms" in the Application for an Environmental Assessment Certificate for the KSL Pipeline Looping Project, Volume 1 - Environmental Assessment Report and Appendices, submitted by Pacific Trails Pipelines Limited Partnership to EAO in October 2007.

(25) **"Section 11 Order"** means the order issued in respect of the Project pursuant to Section 11 of the *EAA* on February 28, 2007.

(26) **"Third Parties"** means Persons other than the Holder or the Province.

(27) **"To The Satisfaction Of"** means:

(a) where used in relation to a document:

- (i) that the Holder must provide a document to the Person referenced in the relevant provision of this Agreement;
- (ii) such Person may reject the document or require the Holder to make changes to the document, and in either case, may require the Holder to resubmit a revised version of the document to such Person for review; and
- (iii) if such Person does not communicate the rejection of or requirement to revise such document to the Holder, such Person shall be deemed to be satisfied with such document; and

(b) where used in all other contexts, to the satisfaction of the relevant Person, acting reasonably.



**SCHEDULE C**  
**ACCESS MANAGEMENT PLAN**

The Access Management Plan must address or include:

1. Areas of Access Concern for fish rearing, staging and spawning sites (in the further updated Access Management Plan contemplated in Section 2.1(2)(b)):
  - (a) strategies to limit access to fish rearing, staging and spawning sites that will be identified by a Qualified Professional or FLNR as "areas of access concern";
  - (b) an evaluation of short- and long-term risks associated with the increased accessibility of such "areas of access concern" and other potential fish rearing, staging and spawning sites that will occur as a result of the Project;
  - (c) methods to monitor the potential impacts on such "areas of access concern" that may result, directly or indirectly, from the Project;
  - (d) methods to mitigate short- and long-term effects that will or are likely to result from the increased accessibility of such "areas of access concern" as a result of the Project; and
  - (e) a description of the timing and methods for when, or if, access to such "areas of access concern" that result from the Project will be restricted or decommissioned.
2. Areas of angling pressure concern:
  - (a) methods to monitor the potential effects of angling pressure at sites identified by a Qualified Professional or FLNR as "areas of angling pressure concern";
  - (b) methods, developed through consultation with FLNR, to mitigate the effects of increased angling pressure at such "areas of angling pressure concern" and other sites that may experience increased angling pressure as a result of the Project; and
  - (c) mechanisms for environmental monitors or employees related to the Project to record basic information regarding angling pressure at such "areas of angling pressure concern" and other sites that may experience increased angling pressure as a result of the Project.
3. High fisheries values streams and sensitive crossing sites:
  - (a) methods to control access to high fisheries value streams and sensitive crossing sites that are identified by a Qualified Professional or FLNR.
4. Moose habitat in the Kitimat Valley:
  - (a) methods to reduce access to moose habitat in the Kitimat Valley as determined in consultation with FLNR.

5. Access disruptions to commercial operations:

- (a) methods to minimize access disruptions to commercial forestry-, fish-, wildlife- and other nature-based operations from the construction and operation of the Project.

6. Site-Specific Access Control Plans, if required by FLNR or EAO:

- (a) If FLNR and EAO identify and communicate locations of access concern associated with the Project to the Holder pursuant to Section 2.1(3)(a), the Holder will include site-specific access control plans in the further updated Access Management Plan contemplated in Section 2.1(2)(b).

## **SCHEDULE D COMMUNICATIONS PLAN**

The Communications Plan must address or include:

1. A list of Persons to whom the Holder will provide updates in respect of Project routing, clearing, construction and anticipated trail closures (such Persons are collectively, the "CP Interested Persons"). At a minimum, such list will include:
  - (a) LUP First Nations;
  - (b) the Kitimat Sport Fisheries Committee;
  - (c) commercial guided fishing operations that may reasonably be expected to be affected by the development, construction or operation of the Project;
  - (d) angling guides that operate in the Zymoetz watershed;
  - (e) local sport fishing retail outlets that may reasonably be expected to be affected by the development, construction or operation of the Project;
  - (f) licensed anglers that may reasonably be expected to be affected by the development, construction or operation of the Project (for greater certainty, such anglers are not required to be identified individually, but will be contacted by the Holder through the methods and plans to be prepared pursuant to Section 2, below);
  - (g) hiking, snowmobiling, cross-country skiing, mountaineering and other outdoor clubs that may reasonably be expected to be affected by the development, construction or operation of the Project;
  - (h) tourism and visitors centres that may reasonably be expected to be affected by the development, construction or operation of the Project;
  - (i) hotel associations, community chambers of commerce, business owners and recreation facility operators that may reasonably be expected to be affected by the development, construction or operation of the Project;
  - (j) any other Persons identified by EAO or FLNR.
2. Methods and plans for the Holder to provide updates on Project routing, clearing, construction and anticipated trail closures to CP Interested Persons on a regular basis.
3. Methods and plans for the Holder to provide updates on a regular basis regarding opportunities to support, or provide goods or services in respect of, the Project to business owners, hotel associations, community chambers of commerce and recreation facility operators that may reasonably be expected to be affected by the development, construction or operation of the Project and any other Persons identified by EAO or FLNR.