

## COMPLIANCE AGREEMENT

THIS AGREEMENT is made as of September 25, 2014

**BETWEEN:**

**BRITISH COLUMBIA HYDRO AND POWER AUTHORITY**, a Crown corporation continued under the *Hydro and Power Authority Act*, with an office at 333 Dunsmuir Street, Vancouver, British Columbia V6B 5R3

(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 Commitments 4, 12 and 51 in Schedule B of the Certificate (such failures to comply are collectively defined in Schedule A and referred to herein as the "**Non-Compliances**") and the Province wishes to pursue enforcement action against the Holder in respect of such Non-Compliances.

AND WHEREAS as a result of the foregoing the Holder has agreed to issue a stop work order to its primary construction contractor for the Project that will require that such contractor and its employees, agents and representatives cease work on areas of the Project related to the Non-Compliances until the contractor has demonstrated that it can continue work on the Project without being in breach of the Certificate.

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 A.

### **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 Erosion and Sediment Control Plan**

- (1) The Parties acknowledge that the Holder developed and prepared an Erosion and Sediment Control Plan (the “**Erosion and Sediment Control Plan**”), and provided a draft copy of such Erosion and Sediment Control Plan to EAO, by August 27, 2014.
- (2) The Holder agrees to:
  - (a) subject to Section 2.1(3), cause a Qualified Professional to develop and author an Erosion and Sediment Control Plan that is consistent with this Agreement and the Certificate (but to the extent that the Holder’s obligations concerning the Erosion and Sediment Control Plan in this Agreement and the Certificate conflict, the provisions of this Agreement shall prevail);

- (b) cause such Qualified Professional to include the following in the Erosion and Sediment Control Plan:
- (i) a requirement that (A) a Qualified Professional develop, and (B) the Holder implement To The Satisfaction Of such Qualified Professional, pre-construction, construction and post-construction erosion and sediment control prescriptions for each Site associated with the Project (each, a **"Site-Specific Prescription"**);
  - (ii) an analysis of erosion control and sediment transport risks and receiving environments associated with each Site associated with the Project;
  - (iii) measures to prevent or control erosion and sediment transport for each Site associated with the Project;
  - (iv) plans and measures to address and resolve the erosion and sediment control issues that were identified by EAO and the environmental consultants of the Holder in the Erosion Reports; and
  - (v) a requirement that the Holder ensure that installed or constructed erosion and sediment control measures for each Site of the Project are:
    - (A) monitored and maintained on a weekly basis, until a Qualified Professional has provided the Holder with notification, in writing, that a Site need no longer be monitored or that the monitoring frequency should increase or decrease or that monitoring be temporarily suspended; and
    - (B) repaired within 48 hours of discovering any damage or other apparent compromise unless another period of time has been approved, in writing, by the Manager of Compliance and Policy, EAO,under the guidance and direction of a Qualified Professional and To The Satisfaction Of EAO;
- (3) Notwithstanding the foregoing, the Holder may, and EAO may on behalf of the Province require the Holder to, cause a Qualified Professional to revise and update the Erosion and Sediment Control Plan from time to time, including, without limitation, requiring the Erosion and Sediment Control Plan to apply to areas or activities not included in the definition of Site as of the date of this Agreement.
- (4) The Parties agree that, notwithstanding anything else in this Section 2.1, the Holder is required to develop, revise and implement the Erosion and Sediment Control Plan, and any amendments thereto, To The Satisfaction Of EAO.

## **2.2 Resuming Physical Activities**

- (1) Effective the date of this Agreement, the Holder will not commence, continue or resume pre-construction, construction or post-construction physical activities at any Site associated with the Non-Compliances unless:
  - (a) a Qualified Professional has approved a Site-Specific Prescription for such Site; or
  - (b) EAO has provided its prior written consent on behalf of the Province.
- (2) Notwithstanding Section 2.3(1), the Holder may continue to erect towers for the Project at any location at which tower foundations were installed and backfilled as of the date of this Agreement.

## **2.3 Reporting on Non-Compliances**

The Parties acknowledge that, on September 8, 2014, the Holder provided EAO with a report that identifies the methods and measures employed by the Holder to resolve the Non-Compliances prior to such date.

# **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 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**

This Agreement will remain in full force and effect from the date first above written until terminated in accordance with this Article 5.

## **5.2 Termination**

This Agreement may be terminated as follows:

- (1) by written agreement of the Holder and the Province;
- (2) by the Province upon providing 7 days written notice of any failure by the Holder to comply fully with the terms and conditions of this Agreement; 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 Privileged Information**

Notwithstanding any other obligation in this Agreement, the Holder shall not be obligated to send, deliver, provide for inspection, or in any way release or disclose to the Province documents, reports, communications, records and any other information that is protected by legal privilege.

## **6.4 Freedom of Information**

The Parties acknowledge and agree that each Party is subject to the provisions of the *Freedom of Information and Protection of Privacy Act*, RSBC 1996 c. 165, as amended from time to time (the "**FOIPPA**") and that this Agreement and any information regarding this Agreement may be disclosed or may be required to be disclosed by a Party under the FOIPPA, under a policy of a Party or 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:

Transmission & Distribution  
British Columbia Hydro & Power Authority  
333 Dunsmuir Street, 11<sup>th</sup> Floor  
Vancouver, BC V6B 5R3

Attention: Melissa Holland, Director, Major Projects  
Fax No.: 604-699-9080  
Email: Melissa.Holland@bchydro.com

to the Province:

EAO Compliance and Enforcement  
1<sup>st</sup> Floor – 836 Yates Street  
Victoria BC, V8W 1L8

Attention: Autumn Cousins, Manager, Compliance and Policy  
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 or joint venturers.

#### **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.

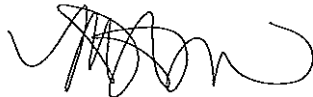
#### **6.17 Electronic Execution**

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.

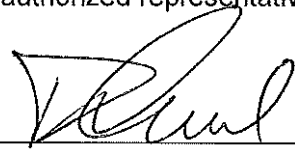
[SIGNATURE PAGE FOLLOWS]

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

**BRITISH COLUMBIA HYDRO AND  
POWER AUTHORITY**

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 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) **"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.
- (3) **"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.
- (4) **"Business Day"** means a day other than a Saturday, Sunday or statutory holiday in the Province of British Columbia.
- (5) **"Certificate"** means the environmental assessment certificate E09-03 dated June 3, 2009, as amended by Amendment #1 dated October 15, 2012 and Amendment #2 dated May 3, 2013, and as amended from time to time.
- (6) **"EAA"** means the *Environmental Assessment Act*.
- (7) **"EAO"** means the Environment Assessment Office, an office of the Province continued under the EAA.
- (8) **"Environmental Audits"** means, collectively, monthly environmental audit reports, monthly spreadsheets, and daily audit checklists prepared following each inspection of the Project that document, amongst other things, environmental incidents, issues and recommendations, all of which is prepared by the Holder's environmental consultant and where the monthly audit reports are submitted to the EAO, the Holder's primary construction contractor, First Nations, and other stakeholders.
- (9) **"Erosion and Sediment Control Plan"** has the meaning set out in Section 2.2(1).
- (10) **"Erosion Reports"** means:
  - (a) the final version of the inspection record for the Project prepared by EAO for the period July 14 to July 18, 2014 and provided to the Holder by EAO on August 13, 2014; and
  - (b) the Environmental Audits, notably the July 2014 Environmental Audit Report.
- (11) **"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.

- (12) **"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.
- (13) **"Holder"** has the meaning set out in the Recitals.
- (14) **"Non-Compliances"** means collectively both
- (a) the non-compliances related to Commitments 4, 12 and 51 in Schedule B of the Certificate that are identified in the final version of the inspection record for the Project prepared by EAO for the period July 14 to July 18, 2014 and provided to the Holder by EAO on August 13, 2014; and
  - (b) further non-compliances related to Commitments 4, 12 and 51 in Schedule B of the Certificate that have been identified by the Holder's environmental consultant in the Environmental Audits and that are listed at Schedule B herein.
- (15) **"Parties"** means the Holder and the Province, and **"Party"** means any one of them.
- (16) **"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.
- (17) **"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.
- (18) **"Project"** means the Interior to Lower Mainland Transmission Project, as more particularly described in the Certificate.
- (19) **"Province"** has the meaning set out in the Recitals.
- (20) **"Qualified Professional"** means 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 the area of erosion and sediment control on major projects in varying conditions, including without limitation high rainfall events, rain-on-snow events, and freshet conditions;
- (21) **"Site"** means, each tower location, access road, F-track, lay down area, pulling and tensioning site and right of way related to the Project.
- (22) **"Site-Specific Prescription"** has the meaning set out in Section 2.2(2)(b)(i).

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

(24) **"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 B**  
**ENVIRONMENTAL PROGRAM MANAGER NON-COMPLIANT WORK SITES**

*[Begins following page]*

## EPM Non-compliant Work Sites

Location	Site	Environmental Issue
Section 2	Angelo Road	<p>The intersection of the Angelo Road with Spur 2G near Km 3.5 (km 4.5) is destabilized from recent snow clearing. The stream adjacent this area is prone to contributions of sediment laden water from the road surfaces into the adjacent stream during snow melt and rainfall events, as was observed in 2013. It is recommended that appropriate water control (ditching) and silt fence be installed on Spur 2G in and around the intersection with the Angelo Road, including silt fence on the Angelo Road at the culvert crossing. Additionally, silt fence and water control should be re-installed at the culvert crossing on the Angelo Road at km 5.0. This area tends to pool sediment laden water as observed in 2013, which then flows into the ephemeral stream at this location.</p> <p>The intersection of the Angelo Road and the F-track to 2037 at culvert 60/1 has had dirty snow pushed adjacent the stream crossing. Surface flow of sediment laden water originating from the road surface was observed accumulating at this intersection. It is recommended dirty snow be removed from the edge of the small stream where snow ploughing stopped, and water control such as water bars in association with ditching with ditch blocks be maintained and/or installed.</p> <p>Ditch treatment (check dams) should be considered throughout Site 6 of the Angelo Road to aid sedimentation, and reduce potential for sediment laden water from entering stream crossings.</p>
Section 2	Spur 2 off Uztlius FSR	Ongoing skidding through the roadside ditch and culvert inlet near 7.5 km along Spur 2 is contributing to excessive erosion and blocking the inlet of a culvert. It is recommended that the culvert inlet be repaired and armoured. It is also recommended that an obstacle be placed on the roadside adjacent to the culvert inlet to deflect logs being skidded past this area.
Section 2	Spur 2 off Uztlius FSR	A culvert installed near 6 km along Spur 2 near Tower 2073 has a blocked inlet and hanging outlet. It is recommended that the culvert inlet and outlet be repaired and armoured.
Section 2	Tower 2074 work site	A partial temporary perimeter ditch has been installed upslope of the Tower 2074 foundation. It is recommended that ESC measures be installed at this location, and that the area be re-graded.
Section 2	Tower 2020A work site	Installation of a tie-back to assist in Tower 2020A erection has disturbed the riparian area of a Non-classified Drainage (NCD). It is recommended that the slopes of the disturbed area be re-established, and any exposed soils in the area be seeded.
Section 2	Tower 2097 access road and work site	A culvert installed at the Tower 2097 F-track entrance has had its outlet damaged by vehicular traffic. It is recommended that the culvert outlet armouring be repaired, and that a barrier be placed near the culvert outlet to mitigate further damage from vehicular traffic.
Section 2	Tower 2097 access road and work site	Exposed soils were observed on steep slopes at the Tower 2097 work site and F-track. It is recommended that additional perimeter drainage features be constructed at this location, and that exposed soils on steep slopes be graded and have appropriate ESC measures applied.
Section 2	Tower 2097 access road and work site	The Tower 2097 work site was observed to have side casted exposed soils on steep slopes, along with inadequate ditching and perimeter drainage. It is recommended that appropriate perimeter ditching be constructed to allow surface water runoff to be directed around the tower site, and that appropriate ESC measures be installed on exposed soils, including seeding, spreading of straw mulch, and/or installation of erosion control blankets.
Section 2	Tower 2093 work site	The Tower 2093 work site was observed to have insufficient ESC measures installed, resulting in rutting and rilling of exposed soils. A roadside drainage swale along the Tower 2093 F-track has been down cut by rilling erosion and its outlet is directed towards a fish-bearing watercourse approximately 50 m down slope of the site (Photograph 9). Mountain beaver burrows were also identified adjacent to the site near the fish-bearing watercourse. It is recommended that appropriate ESC measures be installed on site, such as rock check dams, sumps, silt fencing and additional ditching, to mitigate sediment conveyance to the fish-bearing watercourse. It is also recommended that mountain beaver burrows in the area be flagged to mitigate any disturbance.
Section 2	Access road between Towers 2076 and 2080	The access road between Towers 2076 and 2080 did not have any ESC measures installed, contained side casted exposed soils, and had inadequate roadside ditching, which has resulted in sediment conveyance into a pond ~100 m off the road. During the audit, a Northwestern Salamander and associated egg masses were observed within the pond. It is recommended that appropriate perimeter ditching be constructed to allow surface water runoff to be directed off the access road and that appropriate ESC measures be installed at this location such as check dams, sumps, seeding, and spreading straw mulch.
Section 2	Spur 2 off Uztlius FSR	A culvert installed near 7.5 km on Spur 2 off Uztlius FSR was observed to have accumulated sediment near the inlet. Exposed soils were also observed on steep slopes along the road. It is recommended that appropriate ESC measures be installed at this location and maintained regularly, including check dams, sumps, silt fencing, seeding, and spreading straw mulch.

## EPM Non-compliant Work Sites

Location	Site	Environmental Issue
Section 2	Spur 2 off Uztlius FSR	Several ESC measures installed along Spur 2 between Towers 2073 and 2076, including silt fence installations and check dams, are improperly installed and insufficient to effectively control sediment conveyance and erosion. It is recommended that additional ESC measures be installed in this area to control sediment conveyance and erosion along Spur 2, including sumps, high check dams, armouring culvert inlets and outlets, seeding and spreading straw mulch.
Section 2	Tower 2074 work site	Excessive erosion and exposed soils were observed at the Tower 2074 work site. It is recommended that additional perimeter drainage be constructed at this location, and that appropriate ESC measures be installed on exposed soils, including seeding, spreading of straw mulch, and/or installation of erosion control blankets.
Section 2	Tower 2047 work site	Excessive rilling of soils on steep slopes was observed at the Tower 2047 work site. Fish-bearing Spius Creek is located approximately 250 m to the east. Attempts to address excessive rilling and sediment conveyance have been insufficient to date. It is recommended that additional perimeter ditching be constructed at this location, along with appropriate ESC measures to mitigate erosion and sediment conveyance, including high check dams, silt fencing, and coco matting.
Section 2	Angelo Road	A culvert was observed plugged with sediment near the 8 km mark along Angelo Road. Exposed soils and long ditch runs were also observed. It is recommended that accumulated sediment within the culvert inlet be removed and that the culvert inlet be armoured. Furthermore, it is recommended that roadside drainage swales in the area be cleaned out and that check dams be placed within them at regular increments.
Section 2	Spur 2 off Uztlius FSR	Recent heavy rainfall in Section 2 has intensified rilling erosion along Spur 2 at various locations outlined below: <input type="checkbox"/> 3.5 km – rilling and sediment conveyance into a non-classified drainage (NCD); <input type="checkbox"/> 4.5 km – rilling of Spur 2; <input type="checkbox"/> 4.75 km – rilling and sediment conveyance into an NCD; <input type="checkbox"/> 5 km – rilling of Spur 2; and, <input type="checkbox"/> 7 km – excessive rilling of Spur 2. It is recommended that appropriate ESC measures (check dams, cross ditching, armouring culvert inlets and outlets, silt fence, seeding, and straw mulching) be installed along Spur 2 and that drainages be repaired to convey water into ditches and off the road.
Section 3	Tower 3540 work site	Exposed soils at Tower 3540 are contributing to poor conditions. Recommend evaluation of the area, restoration of disturbed areas to a stable vegetated condition as soon as possible, and installation of appropriate ESC measures.
Section 3	Access road between Towers 3551 and 3552	Exposed soils on the access road between Towers 3551 and 3552 are contributing to poor road conditions. Recommend evaluation of the area, capping of the access road, and installation of appropriate ESC measures.
Section 3	Access road between Towers 3551 and 3552	Exposed soils were observed on the banks of the drainage ditch near Tower 3551. Recommend evaluation of the area and installation of appropriate ESC measures.
Section 3	Tower 3624 work site and access road	Rilling was observed on the F-track to Tower 3624. Additionally, the bank of the F-track was observed to have sloughed onto the F-track. Recommend evaluation of the area to assess slope stability and installation of appropriate ESC measures.
Section 3	Spur Coho off Nickelmine Road	Towers 3574 – 3575 Along Spur Coho, several stockpiles / side cast piles of cleared timber, vegetation, and soils were observed near culvert installations, at locations limiting the width of the access road, or on/near steep slopes. Recommend FGJV confirm if terrain stability field assessments have been completed at these locations, and that appropriate mitigation has been implemented.
Section 3	Nickelmine Road	The roadside ditch near 7.5 km along Nickel Mine Road is eroding the access road and conveying sediment downstream. It is recommended that the roadside ditch be armoured and that further drainage and ESC measures be installed to mitigate further erosion. Sediment has accumulated at a culvert inlet downstream and should be removed.



### EPM Non-compliant Work Sites

Location	Site	Environmental Issue
Section 3	Nickelmine Road	Between 8.5 km – 11.5 km along Nickelmine road, limited ESC measures have been installed. Ditchlines between Towers 3569 – 3572 do not have check dams installed, and are often blocked by stockpiles of mixed cleared vegetation and soils or stockpiled merchantable timber. Excessive rilling was noted near Tower 3569. On Spur Coho near Towers 3574 – 3575, a lack of installed ESC measures was also noted. Checkdams were not established and ditchlines, which were often blocked by sediment and cleared vegetation associated with tower foundation construction. Erodible soils were noted in this area contributing to slope failures, erosion, and sedimentation of nearby watercourses. Recommend that ESC measures be evaluated prior to, during and following construction, installed where required, and verified by SGES EMs or FGJV ECMT members. As stated above, between 8.5 km – 11.5 km along Nickelmine road and Spur Coho (Towers 3574 – 3575), surface drains and ditches are contributing to localized erosion. Recommend that access roads be evaluated by FGJV ECMT or SGES EMs and mitigation measures installed where required.
Section 3	Tower 3567 access road Tower 3574-3575 access road	The spur roads leading to Tower 3567 and to Towers 3574 – 3575 were observed to have recent slope failures contributing to erosion and downstream sedimentation. Recommend that these areas be evaluated and mitigation measures installed as soon as possible. Culvert locations are also recommended to be monitored and cleaned, where required, as they have the potential to become blocked due to the amount of erosion and sediment observed.
Section 3	Nickelmine Road Spur Coho off Nickelmine Road	Disturbance to riparian areas was noted at several locations from 8.5 km – 11.5 km along Nickelmine Road and along Spur Coho at Tower 3574 – 3575. Culvert and bridge locations were observed to be blocked by cleared vegetation, stockpiled merchantable timber, or by sediments, gravels or cobbles generated by local erosion. Cleared timber and vegetation was also noted within watercourses. Recommend that culvert and bridge locations be monitored for condition, and repaired as required, and that cleared timber and vegetation be removed from watercourses as soon as possible.
Section 3	Tower 3612 work site	Exposed slopes at Tower 3612 are recommended to be restored to a stable vegetated condition as soon as possible. Disturbed areas are also recommended to be replanted with appropriate shrub or grass species, including appropriate input from First Nations. As noted above, a localized slope failure at Tower 3612, including associated rill and gully erosion, has resulted in an accumulation of exposed erodible soils and cobbles. It is recommended that the accumulation of erodible soils be collected and that the slope be compacted to limit further erosion and sedimentation to down slope vegetation.
Section 3	Tower 3613 work site	Exposed slopes at Tower 3613 are recommended to be restored to a stable vegetated condition as soon as possible. Disturbed areas are also recommended to be replanted with appropriate shrub or grass species, including appropriate input from First Nations. As noted above, a large slope failure at Tower 3613, including associated rill and gully erosion, has resulted in exposure of large areas of erodible soils and rocks with Tower 3612 is in the direct vicinity downslope. It is recommended that slope stability assessments be conducted and geotechnical input be obtained prior to environmental mitigation measures being evaluated and installed due to the risks associated with a slope failure at this location
Section 3	Tower 3596 work site	Exposed slopes at Tower 3596 are recommended to be restored to a stable vegetated condition as soon as possible. Disturbed areas are also recommended to be replanted with appropriate shrub or grass species, including appropriate input from First Nations. As noted above, a localized slope failure at Tower 3596, including associated rill and gully erosion, has resulted in an accumulation of exposed erodible soils and cobbles. It is recommended that the accumulation of erodible soils and cobbles be collected and that the slope be compacted to limit further erosion and sedimentation to adjacent vegetation.
Section 3	Tower 3612 work site Tower 3613 work site	A shortcut off of Spur Turtle (between Towers 3612 and 3613) was observed to have recent excavator activity. Additionally, exposed soils along the access road and at the junction of the access road and the junction, were contributing to sedimentation of the adjacent drainage ditch. Recommend evaluation of the area and installation of appropriate ESC measures (i.e. check dams and mulching and/or seeding of the exposed soils) to mitigate sedimentation of the drainage ditches. Furthermore, recommend verifying if the shortcut along the access route has been authorized and updating the AMP to reflect the change.
Section 3	Tower 3612 work site	Exposed soils and rilling were observed at Tower 3612. Additionally, water was observed to be draining through the tower legs and there was evidence of soil sloughing down the bank. Recommend evaluation of the area, installation of appropriate ESC measures (i.e. seeding, straw mulching, and straw matting) and contouring the site to direct water away from the tower.
Section 3	Tower 3615 work site	Exposed soils were observed at Tower 3615, water was observed to be draining through the tower legs, and there was evidence of soil erosion down the bank. Recommend evaluation of the area, installation of appropriate ESC measures (i.e. seeding, straw mulching) and contouring the site to direct water away from the tower.

## EPM Non-compliant Work Sites

Location	Site	Environmental Issue
Section 3	Tower 3617 work site and access road	Exposed soils were observed at Tower 3617 and along the access road to Tower 3617. Additionally, a culvert along the access road to Tower 3617 was partially plugged with sediment. Recommend evaluation of the area, installation of appropriate ESC measures (i.e. silt fencing at the culvert, and seeding and straw mulching of the exposed soils) and cleaning out the culvert.
Section 3	Tower 3624 work site and access road	Exposed soils along the access road near Tower 3624 and the on the F-track to Tower 3624 were contributing to sedimentation of the adjacent drainage ditch. Recommend evaluation of the area and installation of appropriate ESC measures (i.e. silt fencing, rock check dams and cross ditching).
Section 3	Tower 3624 work site and access road	Rilling and sloughing of exposed soils was observed on the banks of Tower 3624. Recommend evaluation of the area to determine slope stability and installation of appropriate ESC measures (i.e. straw matting, seeding).
Section 4	West Norrish Road near Towers 4095 and 4096	An exposed slope observed adjacent to West Norrish Road, immediately north of the access to Tower 4095, is susceptible to erosion. It is recommended that appropriate erosion and sediment controls, such as straw, seeding, erosion blankets or check-dams, be used to prevent erosion and transport of the exposed soils at this location.
Section 4	West Norrish Road near Towers 4095 and 4096	The road shoulder of West Norrish Road was observed to be eroding at several locations near Tower 4096, leading to sediment deposition in a small watercourse downstream of the road. A crew immediately began installation of a sediment fence once the issue was identified. The surface material used for this road appears to be readily eroded. It is recommended that this section of road be assessed and controls or repairs should be implemented as necessary to prevent additional erosion.
Section 4	Road access between Towers 4085 and 4089	Exposed soils and damaged silt fencing were observed in several locations between Towers 4085 and 4089. Recommend evaluating the area, replacing the damaged silt fencing, and installing other ESC measures, where appropriate.
Section 4	Road access between Towers 4030 and 4032	The access road from Towers 4030 – 4032 was observed to be contributing to localized erosion and slope instability. Steep cuts were also observed along several sections of the access road. Rilling and rutting was observed on the access road, as well as downed trees and several localized slope failures (spoon failures). Waterbars were observed that required maintenance. Winter maintenance and grading has created berms that limit surface water from draining off the access road. <b>Recommend that the access road be evaluated by FGJV and that any recommendations from a geotechnical and environmental investigation of the access road and surrounding area be implemented prior to further use.</b>
Section 4	Tower 4096 work site	Exposed soils around Tower 4096 were contributing to sedimentation of a non-classified drainage (NCD). Silt fencing in the area was no longer functioning as intended. Recommend evaluation of the area and installation of additional ESC measures