



This is the 1st affidavit
of J. Davies in this case and was
made on April 5, 2018

No. S174308
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

INDUSTRIAL ALLIANCE INSURANCE AND FINANCIAL SERVICES INC.

PLAINTIFF

AND:

WEDGEMOUNT POWER LIMITED PARTNERSHIP
WEDGEMOUNT POWER (GP) INC.,
WEDGEMOUNT POWER INC.
THE EHRHARDT 2011 FAMILY TRUST
POINTS WEST HYDRO POWER LIMITED PARTNERSHIP
By its general partner POINTS WEST HYDRO (GP) INC.
CALAVIA HOLDINGS LTD.
SWAHEALY HOLDINGS LIMITED
BRENT ALLAN HARDY
DAVID JOHN EHRHARDT
28165 YUKON INC.
PARADISE INVESTMENT TRUST
SUNNY PARADISE INC.

DEFENDANTS

AFFIDAVIT

I, **James Davies**, civil servant, of 200-10428 153rd Street, Surrey, B.C. SWEAR THAT:

1. I am the Regional Hydrologist for the South Coast Region – Water Allocation with the Ministry of Forests, Lands, Natural Resource Operations, and Rural Development (FLNRO) and as part of my employment duties, I am the reviewing officer for the hydro-electric power project at Wedgemount Creek. As such, I have personal knowledge of the facts and matters hereinafter deposed to, save and except where the same are stated to be based on information and belief, and where so stated I verily believe them to be true.
2. I have worked for FLNRO as a registered professional engineer for approximately 10 years. My role involves reviewing and approving water licence applications as well as dealing with compliance and enforcement issues related to the licences and associated legislation.

Licence of Occupation

3. Wedgemount Power Limited Partnership through their general partner, Wedgemount Power (GP) Inc., holds a licence of occupation issued by the Province, under Licence No. 242603 over the following Crown lands:

THAT PARCEL OR TRACT OF LAND IN THE VICINITY OF WEDGEMOUNT CREEK, TOGETHER WITH UNSURVEYED FORESHORE OR LAND COVERED BY WATER BEING PART OF THE BED OF WEDGEMOUNT CREEK, GROUP 1, NEW WESTMINSTER DISTRICT CONTAINING 57.29 HECTARES, MORE OR LESS (the "Crown Land")

pursuant to the *Land Act*, RSBC 1996, c 245 ("Licence 242"). Attached as **Exhibit "A"** is a copy of Licence 242 dated April 14, 2014.

4. The purpose of Licence 242 is to allow the use of the Crown Land for clean energy power development.
5. Pursuant to Licence 242, on termination, the licensee is to deliver possession of the Crown Land to the Province in a safe, clean and sanitary condition, remove improvements as directed or permitted, and to restore the surface of the Crown Land, as nearly as may reasonably be possible, to the condition that the Crown Land was in at the time it originally began to be used under the Licence (Part 4.1 (p)).
6. Licence 242 provided for security in the amount of \$10,000 (Part 6.1). I am advised by Maxine Davie, Senior Portfolio Administrator, FLNRO, that the Province currently holds this security.

Water Licence

7. Wedgemount Power Limited Partnership through their general partner, Wedgemount Power (GP) Inc., currently holds a conditional water licence issued by the Province, Licence C131218, dated May 29, 2014 and issued under the *Water Act*, RSBC 1996, c 483, now the *Water Sustainability Act*, SBC 2014, c 15 ("Licence C131"), which authorize the diversion and use of water from Wedgemount Creek and related works for the generation of power. Attached as **Exhibit "B"** is a copy of Licence C131 issued May 29, 2014.
8. The holder of a water licence must pay prescribed fees, charges and rentals for water licences (called water rentals), on an annual basis. These annual water rentals generally consist of a construction capacity component and, after construction is completed, an operating capacity component, as well as current year output rentals based on preceding calendar year output once power production begins.
9. I am advised by Marie Curtis, Manager, Water Revenue for FLNRO, that outstanding water rental amounts owing under Licence C131 are \$6,524.00 and that by September 30, 2018 an additional \$3,231.00 will be owing.
10. The Province granted leave to commence construction to Wedgemount Power Inc. for work authorized in Licence C131 on October 17, 2014. I attach as **Exhibit "C"** a copy of the Leave to Commence Construction letter dated October 17, 2014 from the Province to Wedgemount

Power Inc. The project land and appurtenant water licence were transferred by Wedgemount Power Inc. to Wedgemount Power Limited Partnership through their general partner, Wedgemount Power (GP) Inc.

Licence Obligations

11. Under the *Land Act* and the *Water Sustainability Act* (and their regulations), provincial statutory officials are empowered to regulate holders of licences and other tenures in order to ensure compliance with the licences and with the legislation.
12. As noted above, the *Land Act* and any tenure issued under it, such as Licence 242, impose obligations on the tenure holder. A water licence holder has responsibilities and must comply with the obligations set out in the licence (Licence C131), as well as the legislation, including Section 29 of the *Water Sustainability Act*, which states among other things that the licence holder must maintain works constructed and deactivate or decommission the works if abandoned or cancelled.
13. Wedgemount Power Limited Partnership through their general partner, Wedgemount Power (GP) Inc., is still in the process of constructing the works required for production of hydro-electric power at Wedgemount Creek. The works are close to completion.
14. If the construction of the Wedgemount Creek project halts, steps will need to be taken to decommission the works and to remediate the site.
15. The Province wants to ensure the licence holder (including a person exercising those rights) is taking responsibility for the works, as described in the licences. If it does not, or if it cannot, it may become necessary for statutory officials to consider whether compliance and enforcement steps are necessary, including stepping in to ensure that the works and the land are remediated to mitigate any risk to public safety, the environment, land and other property.
16. If required to step in, the primary concern will be the works located on the Crown Land, and on Wedgemount Creek. The critical steps to decommission the works would likely involve:
 - a. Removal of the penstock [the pipe which carries the water from the intake to the powerhouse] and nearby communication wires [the wires are laid in the same trench as the penstock and relay information about the intake to the equipment in the powerhouse];
 - b. Removal of the intake [The concrete wall across the channel with the sluice gates which allows water to flow into the penstock] and the Coanda Weir filters [screens that filter gravel from the water to reduce debris within the penstock];
 - c. Deactivation of the diversion channel at the intake [this would restore the original flow of the main channel of Wedgemount Creek];
 - d. Deactivation of the penstock road which runs from the boundary with the private land and the intake on Wedgemount Creek, subject to any existing use [this is the road that runs next to the penstock].



LICENCE OF OCCUPATION

Licence No.: 242603

File No.: 2408708
Disposition No.: 909202

THIS AGREEMENT is dated for reference April 14, 2014 and is made under the Land Act.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the minister responsible for the Land Act, Parliament Buildings, Victoria, British Columbia

(the "Province")

AND:

WEDGEMOUNT POWER INC.
(Inc. No. BC0877100)
5439 Buckingham Ave
Burnaby, BC V5E 1Z9

(the "Licensee")

This is Exhibit A referred to in the affidavit of JAMES DAVIES sworn before me this 5 day of APRIL 2018

A Commissioner for taking Affidavits within British Columbia

CLAUDIA J. MAHON
A COMMISSIONER FOR TAKING AFFIDAVITS FOR BRITISH COLUMBIA
SUITE 200 - 10428 153rd STREET
SURREY, BC V3R 1E1

EXPIRY DATE: AUGUST 31, 2020

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

"Agreement" means this licence of occupation;

"Commencement Date" means June 1, 2014;

"disposition" has the meaning given to it in the Land Act and includes a licence of occupation;

"Fees" means the fees set out in Article 3;

"Hazardous Substances" means any substance which is hazardous to persons, property or the environment, including without limitation

(a) waste, as that term is defined in the Environmental Management Act; and

- (b) any other hazardous, toxic or other dangerous substance, the use, transportation or release into the environment of which, is now or from time to time prohibited, controlled or regulated under any laws or by any governmental authority, applicable to, or having jurisdiction in relation to, the Land;

"Improvements" includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land;

"Land" means that part or those parts of the Crown land either described in, or shown outlined by bold line on, the schedule attached to this Agreement entitled "Legal Description Schedule" except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Transportation Act*);

"Management Plan" means the most recent management plan prepared by you in a form approved by us, signed and dated by the parties, and held on file by us;

"Realty Taxes" means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them and which you are liable to pay under applicable laws;

"Security" means the security referred to in section 6.1 or 6.2, as replaced or supplemented in accordance with section 6.5;

"Term" means the period of time set out in section 2.2;

"we", "us" or "our" refers to the Province alone and never refers to the combination of the Province and the Licensee: that combination is referred to as **"the parties"**; and

"you" or "your" refers to the Licensee.

1.2 In this Agreement, "person" includes a corporation, partnership or party, and the personal or other legal representatives of a person to whom the context can apply according to law and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.

1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.

1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.

- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.
- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 1.10 Any liabilities or obligations of either party arising, or to be performed, before or as a result of the termination of this Agreement, and which have not been satisfied or remain unperformed at the termination of this Agreement, any indemnity and any release in our favour and any other provision which specifically states that it will survive the termination of this Agreement, shall survive and not be affected by the expiration of the Term or the termination of this Agreement.
- 1.11 Time is of the essence of this Agreement.
- 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.
- 1.13 Any requirement under this Agreement for us to act reasonably shall not require us to act in a manner that is contrary to or inconsistent with any legislation, regulations, Treasury Board directives or other enactments or any policy, directive, executive direction or other such guideline of general application.

ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, we grant you a licence of the Land for Clean Energy Power development at Wedgemount Creek, which includes but is not limited to intake, penstock temporary laydown areas and telecommunications equipment necessary for the operation of such Improvements, as set out in the Development Plan and you acknowledge this licence of occupation does not grant you exclusive use and occupancy of the Land.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the 10th anniversary of that date, or such earlier date provided for in this Agreement. We reserve the right to terminate this Agreement in certain circumstances as expressly provided in this Agreement.

ARTICLE 3 - FEES

- 3.1 The Fee for the Term is \$14,007.41, the receipt of which we acknowledge.

ARTICLE 4 - COVENANTS

- 4.1 You must
- (a) pay, when due,
 - (i) the Fees to us at the address set out in Article 10,
 - (ii) the Realty Taxes, and
 - (iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by you or on your behalf or with your permission;
 - (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
 - (c) observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements including without limitation all laws, bylaws, orders, directions, ordinances and regulations relating in any way to Hazardous Substances, the environment and human health and safety, and

- (ii) the provisions of this Agreement;
 - (d) in respect of the use of the Land by you or by any person who enters upon or uses the Land as a result of your use of the Land under this Agreement, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;
 - (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance to an owner or occupier of land in the vicinity of the Land;
 - (f) use and occupy the Land only in accordance with and for the purposes set out in section 2.1;
 - (g) not construct, place, anchor, secure or affix any Improvement in, on, or to the Land or otherwise use the Land in a manner that will interfere with any person's riparian right of access over the Land and you acknowledge and agree that the granting of this Agreement and our approval of the Improvements under this Agreement, whether through our approval of a Management Plan (where applicable) or otherwise, do not:
 - (i) constitute a representation or determination that such Improvements will not give rise to any infringement of any riparian right of access that may exist over the Land; or
 - (ii) abrogate or authorize any infringement of any riparian right of access that may exist over the Land;
- and you remain responsible for ensuring that you will not cause any infringement of any such riparian right of access;
- (h) pay all accounts and expenses as they become due for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the *Builders Lien Act*;
 - (i) if any claim of lien over the Land is made under the *Builders Lien Act* for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;
 - (j) not cut or remove timber on or from the Land without being granted the right under the

Forest Act to harvest Crown timber on the Land;

- (k) at our request and at your expense, have a British Columbia Land Surveyor conduct a survey of the Land within one year;
- (l) be in compliance with a water licence held on Water File No. 2002788;
- (m) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any archaeological material on or under the Land, you must immediately notify the ministry responsible for administering the *Heritage Conservation Act*;
- (n) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, including without limitation to test and remove soil, groundwater and other materials and substances, where the inspection may be necessary or advisable for us to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances, provided that we take reasonable steps to minimize any disruption of your operations;
- (o) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of
 - (i) your breach, violation or non-performance of a provision of this Agreement,
 - (ii) any conflict between your use of the Land under this Agreement and the lawful use of the Land by any other person, and
 - (iii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and
- (p) on the termination of this Agreement,
 - (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii), (iii) and (iv), the Improvements in a safe, clean and sanitary condition,
 - (ii) within 30 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building

(other than as a tenant's fixture) or part of the Land and you are not in default of this Agreement,

- (iii) not remove any Improvement from the Land if you are in default of this Agreement, unless we direct or permit you to do so under paragraph (iv),
- (iv) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
- (v) restore the surface of the Land as nearly as may reasonably be possible, to the condition that the Land was in at the time it originally began to be used for the purposes described in this Agreement, but if you are not directed or permitted to remove an Improvement under paragraph (iii), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of your right, interest and estate in the Land will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this Agreement.

4.2 You will not permit any person who enters upon or uses the Land as a result of your use of the Land under this Agreement to do anything you are restricted from doing under this Article.

4.3 You must not use all or any part of the Land

- (a) for the storage or disposal of any Hazardous Substances; or
- (b) in any other manner whatsoever which causes or contributes to any Hazardous Substances being added or released on, to or under the Land or into the environment from the Land;

unless

- (c) such storage, disposal, release or other use does not result in your breach of any other provision of this Agreement, including without limitation, your obligation to comply with all laws relating in any way to Hazardous Substances, the environment and human health and safety; and
- (d) we have given our prior written approval to such storage, disposal, release or other use and for certainty any such consent operates only as a consent for the purposes of this section and does not bind, limit, or otherwise affect any other governmental authority from whom any consent, permit or approval may be required.

4.4 Despite any other provision of this Agreement you must:

- (a) on the expiry or earlier termination of this Agreement; and
- (b) at any time if we request and if you are in breach of your obligations under this Agreement relating to Hazardous Substances;

promptly remove from the Land all Hazardous Substances stored, or disposed of, on the Land, or which have otherwise been added or released on, to or under the Land:

- (c) by you; or
- (d) as a result of the use of the Land under this Agreement; or
- (e) as a result of the use of the Land under the following prior agreements: Investigative Licence No. 242260, dated for reference December 7, 2012

save and except only to the extent that we have given a prior written approval expressly allowing specified Hazardous Substances to remain on the Land following the expiry of the Term.

4.5 We may from time to time

- (a) in the event of the expiry or earlier termination of this Agreement;
- (b) as a condition of our consideration of any request for consent to an assignment of this Agreement; or
- (c) if we have a reasonable basis for believing that you are in breach of your obligations under this Agreement relating to Hazardous Substances;

provide you with a written request to investigate the environmental condition of the Land and upon any such request you must promptly obtain, at your cost, and provide us with, a report from a qualified and independent professional who has been approved by us, as to the environmental condition of the Land, the scope of which must be satisfactory to us and which may include all such tests and investigations that such professional may consider to be necessary or advisable to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances.

4.6 You must at our request from time to time, but not more frequently than annually, provide us with your certificate (and if you are a corporation such certificate must be given by a senior officer) certifying that you are in compliance with all of your obligations under this Agreement pertaining to Hazardous Substances, and that no adverse environmental occurrences have taken place on the Land, other than as disclosed in writing to us.

ARTICLE 5 - LIMITATIONS

5.1 You agree with us that

- (a) in addition to the other reservations and exceptions expressly provided in this Agreement this Agreement is subject to the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
- (b) other persons may hold or acquire rights to use the Land in accordance with enactments other than the *Land Act* or the *Ministry of Lands, Parks and Housing Act*, including rights held or acquired under the *Coal Act*, *Forest Act*, *Geothermal Resources Act*, *Mineral Tenure Act*, *Petroleum and Natural Gas Act*, *Range Act*, *Water Act* or *Wildlife Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect); such rights may exist as of the Commencement Date and may be granted or acquired subsequent to the Commencement Date and may affect your use of the Land;
- (c) other persons may hold or acquire interests in or over the Land granted under the *Land Act* or the *Ministry of Lands, Parks and Housing Act*; such interests may exist as of the Commencement Date; following the Commencement Date we may grant such interests (including fee simple interests, leases, statutory rights of way and licences); you acknowledge that your use of the Land may be affected by such interests and the area or boundaries of the Land may change as a result of the granting of such interests;
- (d) you have no right to compensation from us and you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your use of the Land under this Agreement and any use of, or impact on the Land arising from the exercise, or operation of the interests, rights, privileges and titles described in subsections (a), (b), and (c);
- (e) this Agreement does not limit any right to notice, compensation or any other benefit that you may be entitled to from time to time under the enactments described in subsection (b), or any other applicable enactment;
- (f) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any interference with your use of the Land as permitted under this Agreement that arises as a result of the lawful exercise or operation of the interests, rights, privileges and titles described in subsections (a), (b) and (c);
- (g) upon completion of construction and the required surveys, we will make offers to you of rights of way for penstock and intake and licences for any other subsequent tenures required for this project, for terms to coincide with the term of your Electricity Purchase Agreement;

- (h) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (i) any interest you may have in the Improvements ceases to exist and becomes our property upon the termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(p)(ii), (iii) or (iv) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 4.1(p)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(p)(iii); and
- (j) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

ARTICLE 6 - SECURITY AND INSURANCE

- 6.1 On the Commencement Date, you will deliver to us Security in the amount of \$10,000.00 which will
- (a) guarantee the performance of your obligations under this Agreement;
 - (b) be in the form required by us; and
 - (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.
- 6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.
- 6.3 We may use the Security for the payment of any costs and expenses associated with any of your obligations under this Agreement that are not performed by you or to pay any overdue Fees and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.
- 6.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.
- 6.5 You acknowledge that we may, from time to time, notify you to

- (a) change the form or amount of the Security; and
- (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;

and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.

6.6 You must

- (a) without limiting your obligations or liabilities under this Agreement, at your expense, purchase and maintain during the Term the following insurance with insurers licensed to do business in Canada:
 - (i) Commercial General Liability insurance in an amount of not less than \$2,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured;
- (b) ensure that all insurance required to be maintained by you under this Agreement is primary and does not require the sharing of any loss by any of our insurers;
- (c) within 10 working days of Commencement Date of this Agreement, provide to us evidence of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (e) notwithstanding subsection (c) or (d) above, if requested by us, provide to us certified copies of the required insurance policies.

6.7 We may, acting reasonably, from time to time, require you to

- (a) change the amount of insurance set out in subsection 6.6(a); and
- (b) provide and maintain another type or types of insurance in replacement of or in addition

to the insurance previously required to be maintained by you under this Agreement;

and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance then required to be maintained by you under this Agreement.

- 6.8 You shall provide, maintain, and pay for any additional insurance which you are required by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement in your sole discretion.
- 6.9 You waive all rights of recourse against us with regard to damage to your own property.

ARTICLE 7 - ASSIGNMENT

- 7.1 You must not sublicense, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold.
- 7.2 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you provide us with a report as to the environmental condition of the Land as provided in section 4.5.

ARTICLE 8 - TERMINATION

- 8.1 You agree with us that
- (a) if you
 - (i) default in the payment of any money payable by you under this Agreement, or
 - (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),and your default or failure continues for 60 days after we give written notice of the default or failure to you,
 - (b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;
 - (c) if you
 - (i) become insolvent or make an assignment for the general benefit of your

creditors,

- (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
 - (iii) voluntarily enter into an arrangement with your creditors;
- (d) if you are a corporation,
- (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
 - (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;
- (e) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent;
- (f) if this Agreement is taken in execution or attachment by any person; or
- (g) if we require the Land for our own use or, in our opinion, it is in the public interest to cancel this Agreement and we have given you 60 days' written notice of such requirement or opinion;

this Agreement will, at our option and with or without entry, terminate and your right to use and occupy the Land will cease.

8.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.

8.3 You agree with us that

- (a) you will make no claim against us for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 8.1; and
- (b) our remedies under this Article are in addition to those available to us under the *Land Act*.

ARTICLE 9 - DISPUTE RESOLUTION

- 9.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.
- 9.2 Subject to section 9.5, if a dispute under this Agreement cannot be resolved under section 9.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.
- 9.3 The cost of the arbitration referred to in section 9.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.
- 9.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Surrey, British Columbia, and if we or our authorized representative have no office in Surrey, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Surrey, British Columbia.
- 9.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 9.2.

ARTICLE 10 - NOTICE

- 10.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

to us

MINISTRY OF FORESTS, LANDS
AND NATURAL RESOURCE OPERATIONS
200-10428 153 St
Surrey, BC V3R 1E1;

to you

WEDGEMOUNT POWER INC.
5439 Buckingham Ave
Burnaby, BC V5E 1Z9;

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days

- after the time of mailing, except in the case of mail interruption in which case actual receipt is required.
- 10.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 10.1.
- 10.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 11 - MISCELLANEOUS

- 11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 11.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 11.3 The grant of a sublicense, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublicense, assignment or transfer of this Agreement.
- 11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 11.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as
- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation;

and

- (b) you diligently attempt to remove the delay.


11.6 You acknowledge and agree with us that

- (a) this Agreement has been granted to you on the basis that you accept the Land on an "as is" basis;
- (b) without limitation we have not made, and you have not relied upon, any representation or warranty from us as to
- (i) the suitability of the Land for any particular use, including the use permitted by this Agreement;
 - (ii) the condition of the Land (including surface and groundwater), environmental or otherwise, including the presence of or absence of any toxic, hazardous, dangerous or potentially dangerous substances on or under the Land and the current and past uses of the Land and any surrounding land and whether or not the Land is susceptible to erosion or flooding;
 - (iii) the general condition and state of all utilities or other systems on or under the Land or which serve the Land;
 - (iv) the zoning of the Land and the bylaws of any government authority which relate to the development, use and occupation of the Land; and
 - (v) the application of any federal or Provincial enactment or law to the Land;
- (c) you have been afforded a reasonable opportunity to inspect the Land or to carry out such other audits, investigations, tests and surveys as you consider necessary to investigate those matters set out in subsection (b) to your satisfaction before entering into this Agreement;
- (d) you waive, to the extent permitted by law, the requirement if any, for us to provide you with a "site profile" under the *Environmental Management Act* or any regulations made under that act;
- (e) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and

- (f) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads.
- 11.7 You agree with us that nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.
- 11.8 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

The parties have executed this Agreement as of the date of reference of this Agreement.

SIGNED on behalf of **HER MAJESTY
THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**
by the minister responsible for the *Land Act*
or the minister's authorized representative



Minister responsible for the *Land Act*
or the minister's authorized representative

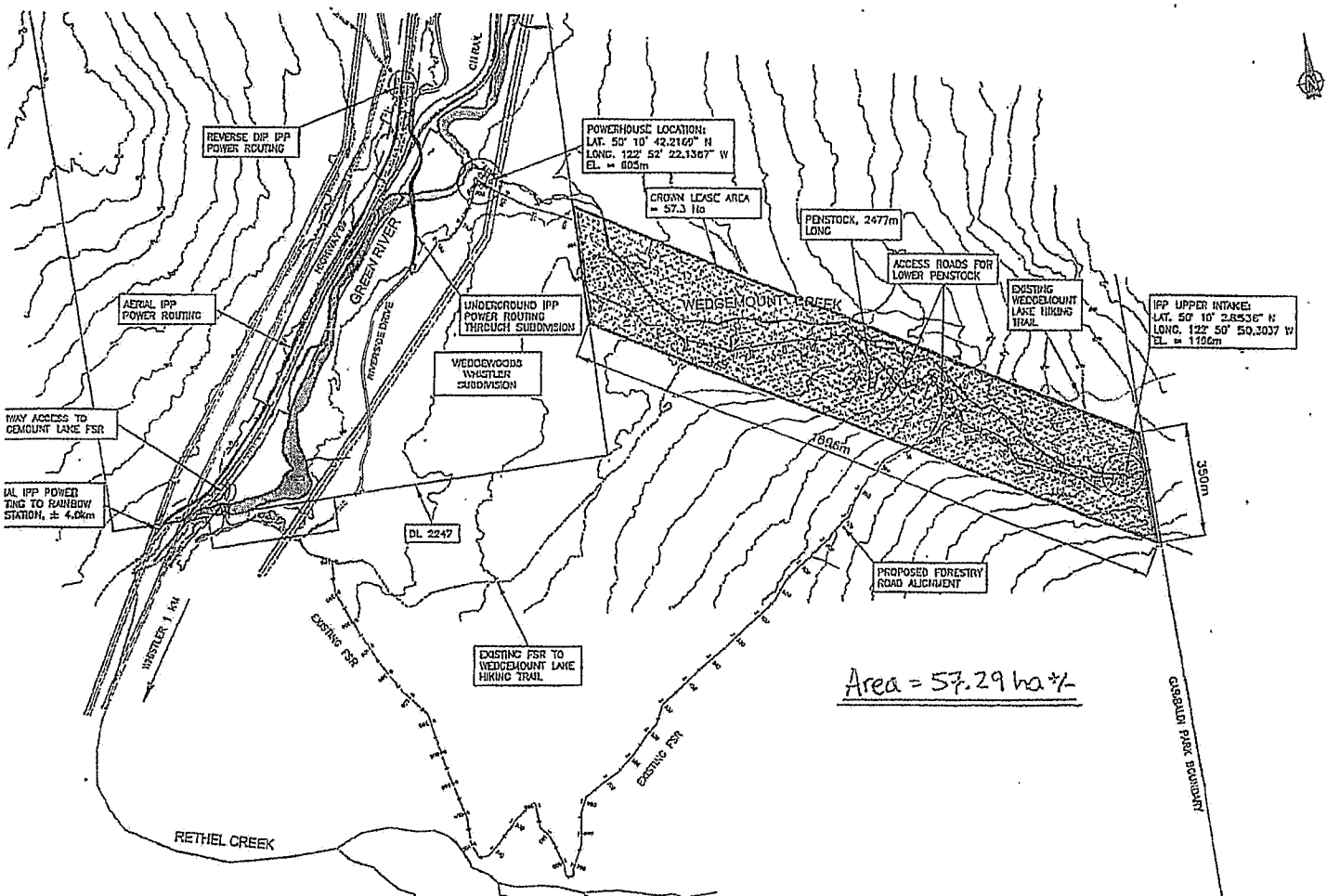
SIGNED on behalf of
WEDGEMOUNT POWER INC.
by a duly authorized signatory



Authorized Signatory

LEGAL DESCRIPTION SCHEDULE

THAT PARCEL OR TRACT OF LAND IN THE VICINITY OF WEDGEMONT CREEK, TOGETHER WITH UNSURVEYED FORESHORE OR LAND COVERED BY WATER BEING PART OF THE BED OF WEDGEMONT CREEK, GROUP 1, NEW WESTMINSTER DISTRICT, CONTAINING 57.29 HECTARES, MORE OR LESS



Area = 57.29 ha ±

WEDGEMONT POWER INC. WEDGEMONT CREEK IPP WEDGEMONT WOODS HIKING SUBMISSION, GROUP 1, DISTRICT		CREUS Engineering Ltd Civil Engineers		WEDGEMONT CREEK CROWN LAND APPLICATION		No. 1398 CC001 Figure 3-3
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Province of British Columbia
Water Act

CLAUDIA J. MAHON
A COMMISSIONER FOR TAKING AFFIDAVITS
FOR BRITISH COLUMBIA
SUITE 200 - 10428 153rd STREET
SURREY, BC V3R 1E1
CONDITIONAL WATER LICENCE
EXPIRY DATE: AUGUST 31, 2020

This is Exhibit B
referred to in the affidavit
of JAMES DAVIES
sworn before me this 5 day
of APRIL 2018
[Signature]
A Commissioner for taking Affidavits
within British Columbia

The holder(s) of the Crown land tenure covering the land to which this licence is appurtenant are hereby authorized to divert and use water as follows:

- a) The stream on which the rights are granted is Wedgemount Creek, tributary of Green River.
- b) The point of diversion denoted as PD79534 is on Wedgemount Creek at an elevation of 1,200 masl or so, and is located as shown on the attached plan.
- c) The date from which this licence shall have precedence is April 5, 2005.
- d) The purpose for which this licence is issued is power (general), which is to be generated with the Wedgemount Creek Generating Station.
- e) The maximum quantity of water which may be diverted and used under this licence is 1.50 cubic meters per second for Power (general), subject to the following:
 1. A minimum flow (i.e. In-stream Flow Requirements) of 0.027 cubic meters per second immediately downstream of the intake, must be maintained at all times;
 2. A minimum flow as ordered under clause (n) by the Regional Water Manager; and
 3. The minimum flows shall be measured at the works, immediately downstream of the point of diversion, and/or at a location as specified in the OPPR.
- f) The period of the year during which water may be diverted and used is the whole year.
- g) The land upon which the water is to be used and to which the licence is appurtenant is the land on which the powerhouse of the Wedgemount Creek Generating System is situated, described as that parcel or tract of land tenured under the Land Act, held under Lands File No. 2408708.
- h) The works authorized for the Wedgemount Creek Generating System are:
 1. Diversion structure and screened intake;
 2. Penstock;
 3. Access road;
 4. A powerhouse, tailrace and switch yard; and
 5. A 25 kV transmission line from powerhouse to BC Hydro point of interconnection (POI).

which shall be located approximately as shown on the attached plans.

- i) The construction of the said works shall be completed and the water shall be beneficially used prior to December 31, 2017. Thereafter, the licensee shall continue to make regular beneficial use of the water in the manner authorized herein.
- j) Before commencing construction of the works authorized under clause (h) of this licence, the licensee must to the satisfaction of the Engineer under the Water Act (the "Engineer"):
 1. Retain a Professional Engineer registered in the Province of British Columbia (the "Independent Engineer") who will provide services to the Engineer for the regulation of construction of the works;
 2. Retain a person with professional qualifications (the "Environmental Monitor") who will monitor environmental impacts during the construction of the works;
 3. Submit, the following:
 - (a) plans that show the general arrangement of the works;
 - (b) criteria for the design of the works;
 - (c) criteria for the operation of the works;
 - (d) a schedule for the construction of the works;
 - (e) a Construction Environmental Management Plan (CEMP) for the management and mitigation of construction impacts;
 - (f) an Interim Operational Environmental Management Plan (OEMP); and
 - (g) terms of Reference for a Hydraulic Connectivity Study, describing the methodology to be used.
 - (h) terms of Reference for a Ramping Study, describing the methodology to be used.
 4. Obtain Leave to Commence Construction (LCC) in writing from the Engineer.
- k) Before undertaking construction of any component of works for which the LCC is issued under (j) 4, the licensee must:
 1. Ensure that the design drawings for the works to be constructed are signed and sealed by a Professional Engineer registered in the Province of British Columbia (the "Design Engineer");
 2. Ensure that a Professional Engineer registered in the Province of British Columbia (the "Construction Engineer") supervises the construction of the works; and
 3. Obtain a letter from the Independent Engineer that the actual construction of that component work may proceed.
- l) Before commencing the diversion or use of water for commissioning of the works, the licensee must:
 1. Submit for acceptance by the Engineer a version of the Operating Parameters and Procedures Report (OPPR) for the operation of the works which allows for the proper functioning of the works;

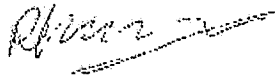
2. Submit for acceptance by the Engineer information on location of all gauges, monitoring methods and sampling frequencies, their stage-discharge curves;
 3. Submit for acceptance by the Engineer all relevant information on compliance monitoring;
 4. Provide other information as directed by the Engineer or the Regional Water Manager; and
 5. Obtain a Leave to Commence Commissioning of the Works (LCCW) from the Regional Water Manager.
- m) Before commencing regular operations of the works authorized under Clause (h), the licensee must:
1. Submit a report for acceptance by the Engineer on the Operating Parameters and Procedures (OPPR) for the operation of the works;
 2. Submit and implement an Operational Environmental Monitoring Plan (OEMP), to the satisfaction of the Regional Water Manager;
 3. Submit the field verification report from the Hydraulic Connectivity Study, to the satisfaction of the Regional Water Manager;
 4. Submit the results of the Ramping Study for acceptance to the satisfaction of the Regional Water Manager; and
 5. Obtain a Leave to Commence Operations (LTCO) from the Regional Water Manager.
- n) The licensee must operate the works authorized under clause (h) above in accordance with:
1. Procedures ordered by an Engineer under the Water Act, including any order for the regulation of the diversion, rate of diversion and use of water as may be required for the preservation of (Fish and or Wildlife) and for the provision of flow for whatever activities; and
 2. Any amendment of the procedures ordered by an Engineer under the Water Act.
- o) The licensee must:
1. Design an OEMP to determine the nature of any impacts on fish and fish habitat, which includes data to allow for statistically supportable quantification of impact to baseline conditions over time to the satisfaction of the Regional Water Manager;
 2. Implement the program to the satisfaction of the Regional Water Manager;
 3. Continue the program for 5 years (this could increase based on study outcome) following the commencement of operation of the works or to the satisfaction of the Regional Water Manager;
 4. Submit annual reports summarizing the results of the monitoring program to the Regional Water Manager, within 30 days of the date of precedence (April 5) specified in clause (c);
 5. At the completion of the monitoring program, prepare a report that identifies the nature of any impacts on fish and wildlife and implement the appropriate mitigation and/or compensation to the satisfaction of the Regional Water Manager; and

6. Based on the results of the annual monitoring of fish populations and other aquatic parameters, the Regional Water Manager may require the licensee to undertake the following:
 - (a) Submit detailed analyses to evaluate changes to fish populations;
 - (b) Conduct additional studies to evaluate the cause of the changes observed; or
 - (c) Prepare and implement a mitigation plan to resolve specific situations.

- p) Based on the results of the Hydraulic Connectivity Study, the Regional Water Manager may require the licensee to:
 1. Develop and execute a monitoring plan, in addition to those specified in the Operational Environmental Monitoring Program, specifically to evaluate the potential influence of connectivity changes on fish migration and invertebrate drift; and
 2. Implement pulse flows if the magnitude and frequency of connectivity changes are predicted to result in likely adverse ecological effects (such as reduction in fish migration and invertebrate drift) than as predicted in the Environmental Assessment and subsequent technical memoranda.

- q) The drawings of record that show the works as they were constructed, must be stored and archived, and shall be provided for review when directed by the Regional Water Manager.

- r) The term of this licence is forty (40) years from the date of issuance of this licence.



Remko Rosenboom, M.Sc., A.Ag.
Assistant Regional Water Manager

ORDER
WATER ACT
Section 18 (1)

2002788

In the matter of Conditional Water Licence C131218 which authorizes the diversion and use of water from Wedgemount Creek for Water Power General Purpose.

Having determined that an administrator error has been made, I hereby amend clause (g) of said licence to read as follows:

- (g) The land upon which the water is to be used and to which this licence is appurtenant is Lot A, District Lot 2247, Group 1, New Westminster District, Plan BCP39086, Except: Phase One Strata Plan BCS916 (PID: 027-752-330)

Dated at Surrey, British Columbia this 26th day of June, 2014.

Remko Rosenboom, M.Sc., A.Ag.
Assistant Regional Water Manager



Water Sustainability Act

ORDER

WATER SUSTAINABILITY ACT **Section 26 (1)**

File No: 2002788

IN THE MATTER of Conditional Water Licence C131218 which authorizes the diversion and use of water from Wedgemount Creek for Power (general) purpose.

HAVING RECEIVED an application for an extension of time to construct works, and being satisfied that no person's rights will be injuriously affected, I hereby amend clause (i) of said licence to read as follows:

- (i) The construction of works shall be completed and the water beneficially used prior to December 31, 2019. Thereafter the licensee shall continue to make regular beneficial use of the water in the manner authorized herein.

DATED at Surrey, British Columbia, this 6th day of November, 2017,

Remko Rosenboom, M.Sc., A.Ag.
Water Manager



- LEGEND**
- PROPERTY LINE
 - PERMANENT ROW
 - PERMANENT EASEMENT
 - PROPOSED
 - EXISTING
 - PROPOSED
 - EXISTING
 - PROPOSED
 - EXISTING
 - PROPOSED
 - EXISTING

GARBAGEY PARK BOUNDARY

IPP INTAKE
FD 7955A

ACCESS ROADS FOR
LOWER PENSTOCK

CROWN LEASE AREA
LAND FILE #240508
PENSTOCK

PERMANENT ROW AREA
ON PRIVATE LAND

POWERHOUSE LOCATION

WEDGE MOUNT CREEK

IPP ROW AREA
ON STRATA ROAD

UNDERGROUND IPP
ROW THROUGH
TUNNEL SUBDIVISION

WEDGE MOUNT HIKING
TRAIL PARKING LOT

D.L. 2247

INTERCONNECTION POINT

HIGHWAY ACCESS TO
WEDGE MOUNT LAKE ESR

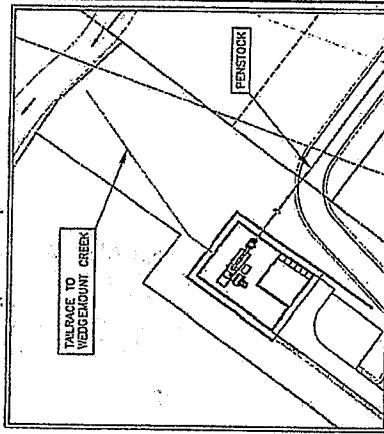
WEDGE NORTH PERMANENT
EXTENSION CHEAGANUS
COMMUNITY FOREST ROAD
PERMIT

WEDGE NORTH EXISTING PERMANENT
CHEAGANUS COMMUNITY FOREST
ROAD PERMIT

Water District: New Westminster
Water Precinct: 205-Kent
Land District: New Westminster

Kennko Robertson, M.Sc., A.A.S.
Assistant Regional Water Manager

Date: May 20, 2014



WEDGE MOUNT CREEK HYDROELECTRIC PROJECT

This drawing is certified as part of Conditional Water Licence C131218

CH RAIL

RIVERSIDE DRIVE

GREEN RIVER

HIGHWAY 99

WATER 1 KM

RETHEL CREEK



October 17, 2014

Water File: 2002788
Licence: C131218

Attn: David Ehrhardt
Wedgemount Power Inc.
5439 Buckingham Avenue
Burnaby, BC V5E 1Z9

CLAUDIA J. MAHON
A COMMISSIONER FOR TAKING AFFIDAVITS
FOR BRITISH COLUMBIA
SUITE 200 - 10428 153rd STREET
SURREY, BC V3R 1E1

This is Exhibit C
referred to in the affidavit
of JAMES DAVES
sworn before me this 5 day
of APRIL 2014
[Signature]
A Commissioner for taking Affidavits
in British Columbia

Dear Mr. Ehrhardt:

EXPIRY DATE: AUGUST 31, 2020

Re: Wedgemount Creek Hydroelectric Project - Leave to Commence Construction

The plans of the general arrangement of the proposed works for the Wedgemount Creek hydroelectric project have been received and accepted by this office.

Those plans have been reviewed by the Independent Engineer, and found to be consistent with the terms of the Conditional Water Licence (C131218) and accepted industry standards (Independent Engineer's August 21, 2014 report entitled "Wedgemount Creek Hydroelectric Project - Leave to Commence Construction.").

I hereby grant leave to commence construction to Wedgemount Power Inc., the licensee, for the works authorized in Water Licence C131218.

- The proposed works include:
- Intake/diversion structure;
 - Penstock;
 - Access roads;
 - Powerhouse;
 - Tailrace;
 - Switchyard;
 - Transmission line; and
 - Hydrometric monitoring stations.

Please observe the following conditions in respect of the construction of the project:

1. This letter does not constitute an authorization of the Federal Fisheries Act from Fisheries and Oceans Canada.
2. Any significant changes made to design plans before or during construction must be reported to the Water Authorizations (WA), and the Independent Engineer (IE) for this project.

3. Construction of works shall be supervised by the contractor's project engineer or representative.
4. The Construction Environmental Management Plan (CEMP) for this project is to be implemented and monitored by the Environmental Monitor. This CEMP applies to all streams as defined in the *Water Act* which are possible impacted by the works.
5. A summary report detailing the progress of construction must be submitted to the IE, every two weeks during the construction period.
6. Permits, licences and approvals under enactments other than the *Water Act* for the construction of works may be required in addition to the leave to commence construction, and you should ensure the appropriate authorizations are in place.
 - a. Any construction activity causing Harmful Alteration, Disruption or Destruction (HADD) to fish habitat, will be reviewed and approved by the Department of Fisheries and Oceans Canada.
 - b. Any works to be built in, on, over, under, through or across Green River and Highway 99 will be reviewed and approved by the concerned authorities (CN Rail, MoTI, FLNRO, etc.).
7. The following personnel have been identified for this project:
 - a. Licensee Representative – David Ehrhardt
 - b. Project Engineer – Kevin Healy
 - c. Independent Environmental Monitor – Mike Nelson
 - d. Independent Engineer – George L. Steeves
 - e. Water Authorizations project contact – James Davies

This office is to be notified before any of the above personnel are changed.

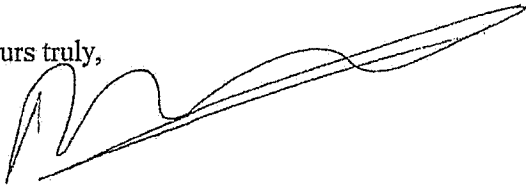
8. The construction of any component of the works may only begin after final construction plans for that component of the works are submitted to and accepted by the Independent Engineer (IE), and a Leave to Construct is received from the IE.
9. The licensee must submit a hydraulic connectivity study plan consistent with the approved Terms of Reference, and complete the field verification in the diversion reach during the commissioning of the works, to the satisfaction of the Regional Water Manager. This study and verification is required information for issuance of the (Final) Leave to Commence Operations.
10. The licensee must submit a ramping study plan consistent with the approved Terms of Reference and the direction provided to you by Bill Harrower in an email dated October 15, 2014, and complete the field verification during the commissioning of the works, to the satisfaction of the Regional Water Manager. This study and verification is required information for issuance of the (Final) Leave to Commence Operations.

11. The intake/diversion structure must be designed in such a manner that gravel and large woody debris can be conveyed past the intake.
12. The borrow pits and spoil areas must be designed by an appropriately qualified engineer prior to construction.
13. The tailrace must be designed and constructed in such a manner that the revetments (bank protection) beneath and upstream of the Highway 99 Bridge are not destabilized, and vehicle access to those revetments is not restricted.

For any changes to the personnel listed in item 7, the Regional Water Manager may require the licensee to provide additional information.

If you have any questions, please contact the undersigned at (604) 586-5629 or James Davies at (604) 586-5637.

Yours truly,



Remko Rosenboom, M.Sc., A.Ag.
Assistant Regional Water Manager

cc: George Steeves, P.Eng. – Independent Engineer (via email)
True North Energy, 30 Catherine Avenue Aurora, Ontario L4G 1K5

Michael Potyok, P.Eng. – Delegated Independent Engineer (via email)

Mike Nelson, R.P.Bio. – Independent Environmental Monitor (via email)

Ken McNamara, A.Sc.T. – Designated Independent Environmental Monitor (via email)

Ruth Begg – Designated Independent Environmental Monitor (via email)

Candace Rose-Taylor – Designated Independent Environmental Monitor (via email)

Murray Manson, Department of Fisheries and Oceans Canada (via email)

Scott Barrett, Resource Management, FLNRO (via email)

Alistair McCrone, Recreation Sites and Trails BC, FLNRO (via email)