

COMPLIANCE AGREEMENT

THIS AGREEMENT is made and effective as of July 13, 2022

BETWEEN:

COASTAL GASLINK PIPELINE LTD.

(the "**Holder**")

AND:

**HON. GEORGE HEYMAN, MINISTER OF ENVIRONMENT AND CLIMATE
CHANGE STRATEGY AND MINISTER RESPONSIBLE FOR TRANSLINK**

(the "**Minister**")

WHEREAS:

- A. The Coastal GasLink Pipeline Project (the "**Project**") is a reviewable project under the *Environmental Assessment Act* (the "**EAA**").
- B. Environmental Assessment Certificate #E14-03 (the "**Certificate**") was issued to the Holder for the Project on October 23, 2014.
- C. Condition 26 of Schedule B of the Certificate requires the Holder to implement an Environmental Management Plan (the "**EMP**").
- D. EAO Compliance and Enforcement identified during inspections of the Project instances where the Holder has failed to comply with Condition 26 of Schedule B of the Certificate with respect to soil erosion and sediment transport to watercourses, wetlands and other environmentally sensitive receptors (such failures to comply are defined in Schedule A and referred to herein as the "**Non-Compliances**").
- E. The Holder and the Minister agree that grubbing and stripping activities may at times significantly elevate the risk of soil erosion and sediment transport to watercourses, wetlands and other environmentally sensitive receptors.
- F. Pursuant to Section 55 of the EAA, if the Minister considers it appropriate to do so, the Minister may enter into a written compliance agreement with the holder of an environmental assessment certificate, by which the holder undertakes to comply with the environmental assessment certificate within the time and on the terms specified in the agreement.
- G. In response to the Non-Compliances, and in an effort to ensure that the Holder takes appropriate efforts to avoid such soil erosion and sediment transport issues at Project

sites where grubbing and stripping activities have not yet occurred, the Holder and the Minister wish to enter into a compliance agreement under Section 55 of the EAA.

NOW THEREFORE, the Parties 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 Indigenous 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 Identified Areas

For each Identified Area, the Holder must

- (1) stop all Grubbing and Stripping activities as of the effective date of this agreement and until the following steps are completed for the Identified Area;
- (2) develop or cause to be developed one or more Work Execution Plans in accordance with sections 2.2 and 2.3;

- (3) cause a Qualified Professional to develop erosion and sediment control (“ESC”) components of the Work Execution Plan (the “ESC Measures”) and review the Work Execution Plan with respect to construction sequencing, staging, timing, seasonality, and duration as it is relevant to ESC;
- (4) submit the Work Execution Plan, after being reviewed by the Qualified Professional in accordance with section 2.1(3), to the EAO for approval in accordance with the process provided in section 2.3; and,
- (5) implement the approved Work Execution Plan in accordance with sections 2.4 and 2.5.

2.2 Work Execution Plans

The Holder must ensure that each Work Execution Plan includes at least the following information with respect to the relevant area within the applicable Identified Area:

- (1) a list of all Environmentally Sensitive Receptors potentially impacted by soil erosion and sediment transport from the Project;
- (2) a detailed description of how the construction methodology for Project activities, from grubbing to the completion of final clean up, will be implemented to minimize soil erosion and sediment transport to each of the Environmentally Sensitive Receptors identified in 2.2(1) (with consideration of the associated drainage area), including schedule, assigned resources, and material quantities for ESC Measures;
- (3) for sites that are scheduled to be inactive, the Qualified Professional will consider the schedule to determine the required ESC Measures to effectively manage the risk during the period of inactivity. The Qualified Professional will develop site specific ESC plans to demonstrate that the planned ESC Measures are anticipated to reduce overall soil loss with the objective of meeting the turbidity and TSS parameters in Table 3 of the CGL ESC Plan for aquatic ESRs and in the Agricultural (Irrigation) or Wildlife parameters under the BC Approved Water Quality Guidelines for all other ESRs. For clarity, the Holder is not required to monitor water quality to confirm whether the implemented Work Execution Plan is achieving the parameters in Table 3 of the CGL ESC Plan or BC Approved Water Quality Guidelines, unless required by regulatory requirements other than this Agreement. Anticipated soil loss will be calculated using RUSLE;
- (4) for all ESC Measures, installation specifications or application rates, or installation specifications and application rates if the context requires, will be specified;
- (5) a demonstration of how erosion control is prioritized over sediment control;
- (6) site-specific water management measures, as determined by a Qualified Professional, to isolate Non-Contact Water from Project activities; and identification of how Contact Water is managed and where it is anticipated to be released from the Project area to prevent sediment transport to Environmentally Sensitive

Receptor(s). The Holder may include additional discharge locations in the Work Execution Plans to provide flexibility for field-based decisions and movement of discharge locations based on field conditions;

- (7) a description of how ESC Measures are integrated with Project construction activities;
- (8) maintenance plans to ensure that measures implemented by the Holder under the Work Execution Plan are maintained for the duration of the Work Execution Plan, including how maintenance will be conducted during periods of limited access to the Identified Area;
- (9) inspection requirements for during and after Project construction up until the commencement of Post-Construction Monitoring, including methodology and schedules; and,
- (10) document creation and retention requirements, including all documents necessary for the EAO to conduct compliance verifications of the implementation of the Work Execution Plan.

2.3 Work Execution Plan Development

- (1) The Holder must comply with the following process in developing each Work Execution Plan:
 - a. The Holder must provide a copy of the Work Execution Plan (WEP) to the Independent Reviewer for review and comment. If the Holder does not receive comments from the Independent Reviewer within five days of providing the WEP to the Independent Reviewer, the Holder may proceed to submit the WEP to the EAO. If the Holder receives comments from the Independent Reviewer within five (5) days of the Holder providing the WEP to the Independent Reviewer, then the Holder must consider the comments and then either resubmit a revised WEP to the Independent Reviewer for review, or a rationale for not making a change, and if the Holder does not receive comments from the Independent Reviewer within two (2) days of the resubmission, the Holder may proceed to submit the WEP to the EAO.
 - b. The Holder must provide a copy of the Work Execution Plan to the EAO. The copy provided to the EAO must include rationale for the lack of change in those instances where the Holder did not make changes suggested by an Independent Reviewer. The EAO must complete its review and provide comments, if any, within two (2) clear Business Days of receipt of the Work Execution Plan from the Holder. Within two (2) clear Business Days of receiving the Work Execution Plan the EAO may indicate to the Holder that it will require additional time for review of the Work Execution Plan. If the EAO identifies within the period the need for an additional period of review, the EAO will specify the length of time it will require to complete its review. The EAO may approve the Work Execution Plan within

either the two (2) clear Business Day period or the longer period of time identified by EAO. If the EAO does not provide comment, or does not identify a need for an extension of time to the Holder within the initial two (2) clear Business Days following receipt of the WEP, the EAO is deemed to have approved the Work Execution Plan;

- c. If the EAO provides comments in (b), then the Holder must submit an updated version of the Work Execution Plan to the EAO for approval. If any EAO comments are not incorporated into the Work Execution Plan, the Holder must provide a rationale. The EAO must decide on approval of the plan within two (2) clear Business Days of receipt of the revised Work Execution Plan from the Holder. If the EAO provides no response within two (2) clear Business Days, then the EAO is deemed to have approved the Work Execution Plan.
- (2) After considering any rationale provided by the Holder for not incorporating any Independent Reviewer or EAO comments under (1)(a) and (b), the EAO may decline to approve the Work Execution Plan submitted under (1)(b) or (c) if the Holder has failed to make reasonable updates to the Work Execution Plan in accordance with the comments provided under (1)(a) or (b).

2.4 Work Execution Plan Implementation

For each Identified Area, the Holder must

- (1) not commence (or recommence) Grubbing or Stripping activities until the applicable Work Execution Plan has been approved under section 2.3(1)(b) or (c);
- (2) after receiving approval under section 2.3(1)(b) or (c), implement the applicable Work Execution Plan until such time that the portion of the Identified Area covered by the Work Execution Plan demonstrates final site stabilization in relation to ESC risks to ESRs as determined by a Qualified Professional to the satisfaction of EAO;
- (3) ensure that by July 21, 2022, or other date mutually agreeable to the Holder and EAO, all crews that have not yet received ESC training and are responsible for implementing ESC Measures receive ESC training;
- (4) ensure that by July 15, 2022, or other date mutually agreeable to the Holder and EAO, all crew leads responsible for construction and installation of ESC measures within identified areas have at minimum BC-CESCL training or similar training as determined by a Qualified Professional; and,
- (5) ensure that all personnel implementing the applicable Work Execution Plan are supervised in field by a Competent Person under the oversight of a Qualified Professional.

2.5 Work Execution Plan Amendment

- (1) To amend a Work Execution Plan, the Holder must follow the review and approval

process set out in section 2.3(1) with respect to the proposed amendment.

- (2) Without limiting (1), in considering any request to approve an amendment, the 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 an amendment.
- (3) If the EAO approves the amendment under (1), the applicable Work Execution Plan will be deemed to have been replaced by the amended Work Execution Plan.
- (4) Notwithstanding section 2.5(1)-(3), the Holder may deviate from a Work Execution Plan if (a) the Holder encounters unanticipated environmental conditions not provided for in the Work Execution Plan, and (b) the Holder's deviation from the Work Execution Plan is anticipated by the Holder to reasonably result in equal or less adverse environmental effects than following the Work Execution Plan. If the Holder makes such changes, the Holder must notify the EAO and the Independent Reviewer as soon as practicable, and the EAO reserves the right to decide if the Holder is in compliance with this provision.
- (5) The EAO may on its own initiative request that the Holder amend an otherwise approved and properly implemented Work Execution Plan if, based on field observations, the Work Execution Plan is observed to be ineffective.

2.6 Work Execution Plan Costs

For certainty, and without limiting any of the Holder's obligations under this Agreement, the Holder is responsible for the costs associated with Independent Reviewer services under section 2.4.

2.7 EAO Compliance Oversight Costs

Without limiting any other right or remedy available under this Agreement, the Minister may require the Holder to reimburse the Province for costs incurred by the Province for the EAO's administrative and field oversight of the Compliance Agreement and Work Execution Plans. Such costs may include the use of government employees or contractors, including hourly rates and expenses. Costs owing under this provision will constitute a debt to the Province and may be so recovered.

ARTICLE 3 – COMPLIANCE AND APPLICABLE LAWS

3.1 Compliance

If the Holder fails to comply fully with any of the terms and conditions of this Agreement, the Minister reserves the right to pursue any rights or remedies that the Minister may have under this Agreement, Permits, Applicable Laws, or otherwise, including but not limited to making an order under Section 55(2) of the EAA.

3.2 Remedies Preserved

- (1) This Agreement, and the exercise of any rights or remedies by the Minister hereunder, do not affect the rights of the Province of British Columbia or any Governmental Authority to address any breaches of, or non-compliance with, the Certificate, Permits, or Applicable Laws which are not specifically addressed by the terms and conditions of this Agreement.
- (2) For certainty, and without limiting (1), this Agreement does not cover the following matters:
 - a. the Holder's breaches of, or non-compliances with, the Certificate, Permits, or Applicable Laws that have occurred or will occur at sites that are not Identified Areas.
 - b. the Holder's breaches of, or non-compliances with, the Certificate, Permits, or Applicable Laws that have occurred or will occur at Identified Areas, other than those involving soil erosion or sediment transport requirements under the Certificate.
- (3) The Parties
 - a. acknowledge that material facts related to matters covered by this Agreement may be disclosed to, be learned by, or otherwise come to the attention of the Minister after the date of this Agreement; and,
 - b. agree that nothing in this Agreement will prevent the Minister of exercising any rights or powers afforded to the Minister under the EAA or other Applicable Laws with respect to such matters.

3.3 Compliance with Applicable Laws

- (1) The Holder agrees to undertake all actions pursuant to this Agreement in accordance with the requirements of all Applicable Laws and applicable Permits.
- (2) The Holder will obtain or cause its representatives to obtain all Permits necessary under any Applicable Laws to carry out the intent of this Agreement.
- (3) Nothing in this Agreement
 - a. relieves the Holder from its obligation to comply with the Certificate, 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 a Permit or comply with Applicable Law or (ii) any other matter relating to the Project

ARTICLE 4 – REPRESENTATIONS

4.1 Holder Representations

As of the date of this Agreement, the Holder represents and warrants that:

- (1) all information, documents, or statements furnished in writing by or on behalf of the Holder to the Minister or the EAO in connection with this Agreement are true, accurate, and complete in every material respect.

ARTICLE 5 – ACCESS TO BOOKS AND RECORDS AND SITE

5.1 Site Access

Without derogating from the inspection power contemplated in Section 49 of the EAA, the Holder will, upon receiving a request from the EAO, provide the EAO with access to all Project sites at reasonable times to enable the Minister to determine whether the Holder has complied or is complying with the terms and conditions of this Agreement.

5.2 Inspection of Books and Records

Without derogating from the inspection power contemplated in Section 49 of the EAA, the Holder will make available to the EAO all Books and Records reasonably related to the subject matter of this Agreement forthwith upon any request by the EAO from time to time.

ARTICLE 6 – TERM AND TERMINATION

6.1 Term

This Agreement will remain in full force and effect from the date first above written until terminated in accordance with this article 6.

6.2 Termination

This Agreement may be terminated as follows:

- (1) by written agreement of the Holder and the Minister;
- (2) by the Minister 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.

6.3 Effect of Termination

Each Party's right of termination under section 6.2 is in addition to any other rights it may have under this Agreement, Applicable Laws, 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 6.2, all further obligations of the Parties under this Agreement will terminate, except that the obligations in sections 7.13 and 7.14 will survive.

ARTICLE 7 – GENERAL

7.1 Nature of Agreement – Statutory Instrument

The Parties acknowledge and agree that this Agreement is a statutory instrument under Section 55 of the EAA and does not and is not intended to create contractual obligations giving rise to claims of damages based on breach of contract.

7.2 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.

7.2 Time of the Essence

Time is of the essence of this Agreement.

7.3 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* ("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 FOIPPA, under a policy of a Party or any Governmental Authority or otherwise.

7.4 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.

7.5 Entire Agreement

Subject to section 3.3, this Agreement constitutes 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.

7.6 Amendments and Waivers

- (1) No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by both of the Parties or their delegates, if any.
- (2) 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.

7.7 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.

7.8 Assignment

The Holder may not assign any or all of its rights and obligations under this Agreement without the prior written consent of the Minister, which consent may be withheld by the Minister in the Minister's 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.

7.9 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 electronic means, and may also be provided by personal delivery or courier addressed to the recipients as follows:

to the Holder:

Dan Wyman

Manager, Regulatory

Dan_Wyman@tcenergy.com

And

CGL_regulatory@tcenergy.com

TC Energy

450 – 1st Street SW

Calgary AB T2P 5H1

to the Minister:

Ben York

Director of Compliance and Enforcement

Ben.York@gov.bc.ca

And

eao.compliance@gov.bc.ca

EAO Compliance and Enforcement

3rd Floor - 836 Yates Street

Victoria BC V8W 1L8

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. By providing notice by the Minister, EAO or the Holder, the recipients identified above may be updated.

7.10 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.

7.12 Not a Partnership or Joint Venture

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

7.13 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.

7.14 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.

7.15 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.

7.16 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.

COASTAL GASLINK PIPELINE LTD.

**HON. GEORGE HEYMAN
MINISTER OF ENVIRONMENT AND
CLIMATE CHANGE STRATEGY AND
MINISTER RESPONSIBLE FOR
TRANSLINK**

DocuSigned by:
Kent Wilfur
By: 40920170043C407... 7/14/2022

Kent Wilfur
Vice-President, Project Delivery



DocuSigned by:
Bevin Wirzba
By: 500261274FBE43A... 7/14/2022

Bevin Wirzba
President, Coastal GasLink

BUSINESS

LEGAL

DS
JF

J. Forrest

DS
MD

M. Ducharme

SCHEDULE A - DEFINITIONS

In this Agreement, unless the context otherwise requires:

- (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 having the force of law.
- (3) "**BC Approved Water Quality Guidelines**" means the water quality guidelines approved by and published under the authority of the Minister.
- (4) "**BC-CESCL**" means the certified program administered by the Erosion and Sediment Control Association of BC.
- (5) "**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 and includes the documents required to be created and retained under the Work Execution Plans.
- (6) "**Business Day**" means a day other than a Saturday, Sunday, or statutory holiday in the Province of British Columbia.
- (7) "**CGL ESC Plan**" means the Holder's Erosion and Sediment Control Plan, dated April 13, 2020, as formally revised per the EMP from time to time.
- (8) "**Competent Person**" means a person who (a) has training, experience, and expertise in a discipline relevant to erosion and sediment control, including a British Columbia Certified Erosion and Sediment Control Lead or person possessing similar training and knowledge in fact, regardless of certification, as determined by a Qualified Professional, and (b) is designated as a Competent Person by Coastal GasLink on the advice of a Qualified Professional.
- (9) "**Contact Water**" means water that has been in contact with construction disturbed soils on the Project footprint.
- (10) "**EAO**" means the Environmental Assessment Office.
- (11) "**EN2020-011**" means the order issued under s. 53(1) of the EAA by Clayton Smith, Senior Compliance and Enforcement Officer, on December 8, 2020.

- (12) "**Environmentally Sensitive Receptor**" or "**ESR**" refers to, for the purpose of this Agreement, the location of a stream as defined in the *Water Sustainability Act*, red and blue listed plants and communities, traditional use sites, and similarly sensitive features.
- (13) "**Governmental Authority**" means any domestic or foreign legislative, executive, judicial, or administrative body or person having jurisdiction in the relevant circumstances.
- (14) "**Grubbing**" means the removal of stumps, roots, buried logs, logging slash (downed logs, tree branches and tops, and uprooted stumps, trees, and shrubs) and other debris left on the ground from clearing operations.
- (15) "**Identified Area**" means a KP Range listed in Schedule B of this Agreement.
- (16) "**Independent Reviewer**" means the Independent Erosion and Sediment Control Auditor retained by the Holder pursuant to EN2020-011 or another individual acceptable to the EAO.
- (17) "**Indigenous 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.
- (18) "**KP Range**" means a kilometre point range of the Project listed in Schedule B.
- (19) "**Non-Compliances**" means the Holder's non-compliances with soil erosion or sediment transport requirements under the Certificate or EN2020-011, as identified in the following EAO inspection records for the Project:
- a. IR2019-049/051;
 - b. IR2020-024;
 - c. IR2020-052;
 - d. IR2020-055;
 - e. IR2021-014;
 - f. IR2021-027; and
 - g. IR2022-007.
- (20) "**Non-Contact Water**" means water that has not been in contact with construction disturbed soils on the Project footprint.
- (21) "**Parties**" means the Holder and the Minister, and "Party" means any one of them.
- (22) "**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 Government

Authority having jurisdiction, including all pending renewals thereof or pending applications therefor.

- (23) "**Post-Construction Monitoring**" has the same meaning as in the EMP.
- (24) "**Qualified Professional**" means a person who has training, experience, and expertise in a discipline relevant to the field of practice set out in the Compliance Agreement, who is (a) registered with the appropriate professional organization in British Columbia that is a regulatory body as defined under the *Professional Governance Act*, and is acting under that organization's code of ethics and is subject to disciplinary action by that organization, or (b), a Certified Professional in Erosion and Sediment Control and is acting within the professional scope of their certification.
- (25) "**RUSLE**" means the Revised Universal Soil Loss Equation.
- (26) "**Stripping**" means the removal of topsoil's or other organic material, and mineral soils.
- (27) "**Work Execution Plan**" or "**WEP**", in relation to an Identified Area, means a plan developed and implemented in accordance with Article 2.

SCHEDULE B – IDENTIFIED AREAS

The following kilometer point (KP) ranges are Identified Areas for the purposes of this Agreement:

Section	KP Range	Total Metres of Grubbing and/or Stripping Remaining in KP Range
Section 2	138+500 to 140+200	1,700
Section 3	140+195 to 149+900	9,705
	149+900 to 154+800	4,900
	154+800 to 158+330	3,530
	158+330 to 160+950	2,620
	160+950 to 161+015	65
	161+340 to 162+600	1,260
	162+600 to 163+250	650
	163+960 to 164+670	710
	166+020 to 173+780	7,760
	174+150 to 180+250	6,100
	186+530 to 186+870	340
WP3 -East	381+320 to 381+690	370
WP3 -Central	S 13+020 to S 13+120	100
	S 15+800 to S 16+100	300
	S 18+850 to S 23+450	4,600
WP3 -West	521+150 to 522+000	850
	523+000 to 528+850	5,850
	529+350 to 531+500	2,150
	532+900 to 533+200	300
	533+500 to 533+725	225
	537+500 to 537+830	330
	537+880 to 556+800	18,920
	558+900 to 559+000	100
	561+400 to 562+850	1,450
	564+000 to 568+775	4,775
	568+825 to 579+700	10,875
	582+000 to 583+180	1,180
Section 8 -West	613+600 to 614+600	1,000
	614+600 to 616+000	1,400
	621+200 to 621+350	150
	640+200 to 640+400	200

Schedule C - Summary of Accountability and Qualifications for ESC related roles in the Agreement

To the extent that the below descriptions differ from the text of the agreement, the agreement will govern.

Compliance Agreement Erosion and Sediment Control Roles:

Qualified Professional (QP)

The QP as defined in this Agreement is responsible for development of the Erosion and Sediment Control elements of each WEP and for overseeing their implementation through supervision of the Competent Persons.

Competent Person

Competent Persons are in-field personnel required to oversee the field execution of the ESC Measures within the WEPs. Competent Persons have successfully completed BC-CESCL training or similar as determined by the QP, and are overseen by the QPs.

Independent Reviewer

The role of the Independent Reviewer in the Agreement is being fulfilled by CPESCs contracted to the Holder in addition to their role as the Project Independent Erosion and Sediment Control Auditor (IESCA). The Independent Reviewer may also be another individual that is acceptable to the EAO. The Independent Reviewer reviews and comments on WEPs, and provides those comments to the Holder. The Holder updates the WEPs in accordance with Independent Reviewer comments or provides rationale for why comments were not addressed before WEPs are provided by the Holder to EAO C&E for approval.

ESC Designations:

Certified Professional in Erosion and Sediment Control (CPESC) Designation

CPESC certification represents many disciplines and specialties that work to produce site-specific plans and designs that comprehensively address current and potential erosion and sedimentation issues with practices and measures that are, understandable and that meet environmental and regulatory requirements. CPESC registrants meet educational and practical experience standards, subscribe to the code of ethics, pass a rigorous qualifying exam and maintain expertise through a continuing professional

development program. CPESC is recognized across Canada. The Erosion and Sediment Control Association is Canada's National Registrar for Erosion & Sediment Control Professionals.

CPESCs are trained and tested on each of these subjects and have proven their proficiency on subjects including but not limited to:

- **Regulations** – Federal & Local
- **Permitting** – types, authorities and methods
- **Permitting application requirements for** – municipalities, construction activity and industrial activity
- **Erosion & Sediment Site Planning and Management including:** resource planning, hazards associated with urban development, land development plans, scheduling and implementation
- **Predicting Soil Loss** – via the Revised Universal Soil Loss Equation (*RUSLE*) and the Modified Universal Soil Loss Equation (*MUSLE*)
- **Procedures for estimating Gross Erosion including:** sheet, total and wind erosion
- **Runoff Management Planning** and the associated equations and considerations to address: soil permeability, precipitation and hydrologic cycle
- **Soil Stabilization Mechanisms** (Erosion Control) including: vegetation, bio-technical protection, soil tackifiers and stabilizers, turf reinforcement mats, hydraulically applied erosion control products, erosion control blankets and other related technologies.

Certified Sediment and Erosion Control Lead (BC-CESCL) Designation

BC-CESCL is a certified program adapted to British Columbia from the established programs in Washington & Alaska and is administered by the Erosion and Sediment Control Association of BC. The certificate is available to all ESC practitioners but largely focused on site personnel, from inspectors to contractors to site superintendents who wish to demonstrate understanding and commitment to effective ESC on their sites.

The course provides student with 2 days of instruction in erosion and sediment control. Upon successful completion of the course, participants become a Certified Erosion and Sediment Control Lead (CESCL) recognized by the ESCA BC and other accrediting agencies.