



PARK USE PERMIT
RESEARCH

This Park Use Permit No. 109211 (the "Permit") is issued under the authority of the Park Act (the "Park") See "Management Plan Schedule, Permit Area Description" for complete list of Parks and Protected Areas

FROM: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister responsible for the Park Act (the "Province") at the following address:

Ministry of Environment and Climate Change Strategy
BC Parks
Northern Region - Peace
400, 10003 - 110th Avenue
Fort St. John BC V1J 6M7

TO: British Columbia Hydro & Power Authority dba British Columbia Hydro and Power Authority

(the "Permittee") at the following address:

333 Dunsmuir Street
Vancouver BC V6B 5R4

THE PROVINCE AND THE PERMITTEE AGREE AS FOLLOWS:

ARTICLE I - GRANT OF PERMIT

- 1.01 The Province, on the terms and conditions of this Permit, grants to the Permittee permission to enter upon and use that part of the Park (the "Permit Area") described, and for the purposes described, in the Management Plan Schedule.
1.02 Nothing in this Permit grants to the Permittee the right to the exclusive use and occupancy of the Permit Area.
1.03 The Permittee must be in possession of a copy of this Permit when undertaking activities in the Permit Area under this Permit.

ARTICLE II - TERM

- 2.01 The duration of this Permit is for the term of 6 years, 3 months and 17 days commencing on July 15, 2018 (the "Commencement Date") and ending on October 31, 2024 (the "Expiration Date"), unless cancelled, terminated or renewed in accordance with the terms of this Permit.

ARTICLE III - INDEMNITY AND INSURANCE

- 3.01 The Permittee will indemnify and save harmless the Province, its servants, employees and agents against all losses, claims, damages, actions, costs and expenses that the Province, its servants, employees and agents may sustain, incur, suffer or be put to at any time arising, directly or indirectly, from any act or omission of the Permittee, its employees, agents, contractors or licensees under this Permit, except for any liability arising from any independent, negligent act of the Province.

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## ARTICLE IV – COVENANTS OF THE PERMITTEE

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### 4.01 The Permittee must

- (a) comply with the terms and conditions of this Permit, the *Park Act* and any regulations made under the *Park Act*;
- (b) comply with all laws, bylaws, orders, directions, ordinances and regulations of any governmental authority that affect the Permit Area, its use and occupation or the Permittee's activities under this Permit;
- (c) inform its employees, agents, contractors and licensees of the *Park Act*, regulations made under it, and this Permit as each of them relate to the conduct and activities of persons within the Park;
- (d) comply with all orders and directions made verbally or in writing by a park officer (as defined in the *Park Act*) relating to the Park, this Permit or the Permit Area;
- (e) not damage, destroy, disturb or remove plants, animals, archaeological or cultural artefacts found in or on the Permit Area, except as authorised by this Permit and only in accordance with the *Park Act* and all other applicable laws;
- (f) not introduce plants or animals in or on the Permit Area, except as authorised by this Permit;
- (g) not commit or permit any wilful or voluntary waste, damage or destruction in or on the Permit Area;
- (h) not use procedures or methods which are disruptive to the natural environment in conducting research, except as authorised by this Permit;
- (i) keep the Permit Area in a safe, clean and sanitary condition and remove from the Permit Area, to the satisfaction of the Province, all garbage, debris and effluent resulting from the Permittee's use of the Permit Area;
- (j) not use motorised vehicles or equipment in the Permit Area, except as authorised by this Permit;
- (k) not construct, erect, place, repair, maintain or alter any building, fixture, structure or improvement on the Permit Area, except as authorised by this Permit;
- (l) not interfere with public access or the activities or operations of any other Permittee in the Permit Area except as authorised by this Permit;
- (m) pay for or repair, as determined by the Province, any damage to the Permit Area or to the property of the Province caused by the Permittee, its employees, agents, contractors or licensees;
- (n) upon expiration, cancellation or termination of this Permit:
  - (i) peaceably quit and deliver up possession of the Permit Area to the Province; and
  - (ii) restore the Permit Area to the satisfaction of the Province;and to the extent necessary, this covenant shall survive the expiration, cancellation or termination of this Permit;
- (o) acknowledge the Province, the Park and the Permit Area in any press release, announcement, publication or report released by the Permittee in respect of its use of the Permit Area under this Permit;
- (p) comply with all provisions of the Management Plan Schedule.

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## ARTICLE V - RIGHTS OF THE PROVINCE

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### 5.01 Nothing in this Permit diminishes from the rights of the Province in the Permit Area and the Permittee acknowledges that the Province's rights in the Permit Area include the right to

- (a) free and uninterrupted access for the Province, its employees, agents, licensees and invitees in or through the Permit Area;

- (b) manage, protect, develop, construct, repair, alter and maintain all buildings, structures, equipment, improvements and natural resources (as that term is defined in the *Park Act*) in or on the Permit Area;
- (c) limit or suspend the use authorised under this Permit, if the Province determines in its sole opinion, that such use causes environmental damage to the Permit Area; and
- (d) grant to any person the right to enter upon and use the Permit Area, or any part of it, for any purpose.

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## **ARTICLE VI - NOTICE**

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- 6.01 Any notice required to be given by either party to the other will be deemed to be given if it is in writing and is delivered by hand or prepaid registered mail to the address first written above or any other address that may be specified in writing by a party and a notice will be deemed to be delivered, if mailed, 48 hours after the time of mailing except, in the case of a postal interruption, actual receipt is required.

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## **ARTICLE VII - RENEWAL**

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- 7.01 Not later than 30 days prior to the Expiration Date, the Permittee may, by notice in writing delivered to the Province, apply to the Province for a renewal of this Permit.
- 7.02 Provided that the Permittee is not in default under this Permit and subject to the *Park Act*, the Province may renew this Permit upon the terms and conditions determined by the Province.
- 7.03 The Permittee acknowledges and agrees that nothing in this Permit obliges the Province to renew this Permit and the Province's decision in that respect is completely within its discretion.

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## **ARTICLE VIII - TRANSFER**

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- 8.01 The Permittee must not assign, transfer, sublicense or grant any of the rights or privileges granted by this Permit without the prior written consent of, and on the terms and conditions determined by, the Province.

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## **ARTICLE IX - CANCELLATION**

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- 9.01 The Province may cancel this Permit on the happening of any one or more of the following events:
- (a) the Permittee fails to observe, perform or keep any of its covenants or agreements under this Permit and that failure is not rectified within the number of days set out in a written notice delivered to the Permittee requiring the Permittee's failure to be rectified;
  - (b) the Permit Area is damaged or destroyed by any cause whatsoever;
  - (c) the Permittee has wilfully misrepresented information:
    - (i) on the application form which led to the granting of this Permit, or
    - (ii) required to be provided under the terms and conditions of this Permit;
  - (d) the Park is closed by the Province; or
  - (e) the Permittee ceases to use the Permit Area for the purposes set out in this Permit.

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## **ARTICLE X - MISCELLANEOUS**

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- 10.01 This Permit may be inspected by the public at any time.
- 10.02 Time is of the essence in this Permit.
- 10.03 Nothing in this Permit will be deemed to be waived by the Province unless the waiver is in writing.
- 10.04 Nothing in this Permit constitutes the Permittee as the employee, agent or partner of the Province or gives the Permittee any power or authority to bind the Province in any way.

10.05 Nothing in this Permit, expressed or implied, obliges the Province to assume any liability, monetary or otherwise, for any loss, damage, cost or expense incurred by the Permittee for an interruption of the Permittee's activity under this Permit resulting from, among other things, a strike, lockout, labour dispute, act of God, fire, flood or other natural disaster.

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## ARTICLE XI - INTERPRETATION

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- 11.01 In this Permit, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine, a corporation and body politic.
- 11.02 The captions and headings contained in the Permit are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions of this Permit.
- 11.03 In this Permit, a reference to an enactment of the Province of British Columbia or of Canada includes a reference to any subsequent enactment of like effect, and unless the context otherwise requires, all statutes referred to in this Permit are enactment's of the Province of British Columbia.
- 11.04 If any part of this Permit is found to be illegal or unenforceable, that part will be considered separate and severable and the remaining parts will be enforceable to the fullest extent permitted by law.
- 11.05 If all or part of the Permit Area is in a recreation area established or continued under the *Park Act*, this Permit is deemed to be a resource use permit as that term is defined in the *Park Act*.
- 11.06 All schedules to this Permit form an integral part of this Permit.

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**IN WITNESS WHEREOF the parties have duly executed this Permit.**

**SIGNED** and **DELIVERED** on behalf of the **Province** by a duly authorized representative of the Province.



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Duly Authorized Representative

Larry Boudreau

Print Name

Regional Director

Print Title

**August 30, 2018**

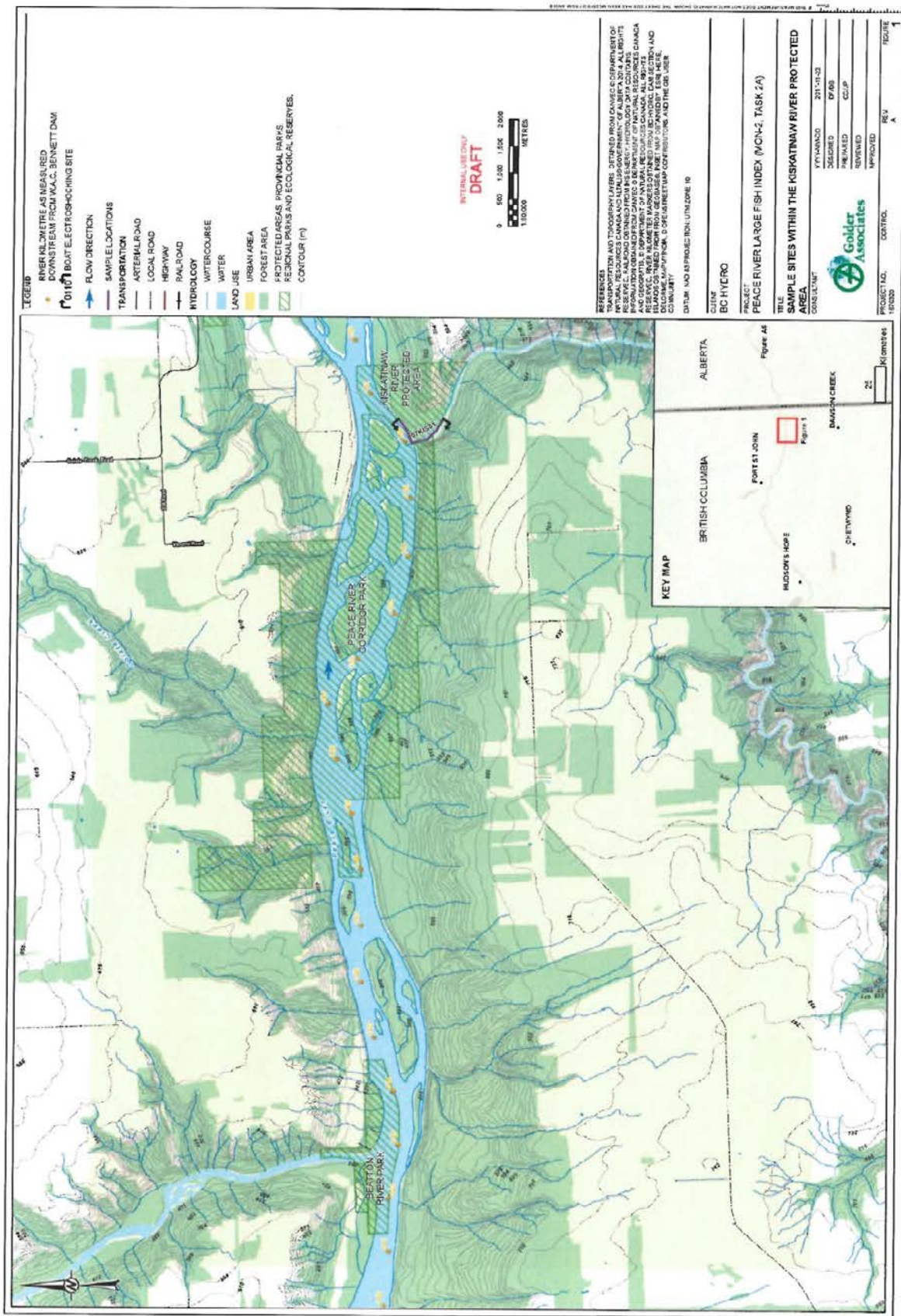
Date

# MANAGEMENT PLAN SCHEDULE

## PERMIT AREA DESCRIPTION

The Permittee is authorized to enter the Permit Area described below and outlined on the attached map.

- **Kiskatinaw River Protected Area**



**FEE(s)**

**Protected Land:** Kiskatinaw River Protected Area

**Activities:** Inventory, Capture and Handling and Release, Surveys

**Purpose:** Research

**Fee Description:** No fee is charged for research permits

**Schedule K Ref:** Not applicable, exempt under section 53(4)(b) of the Park, Conservancy and Recreation Area Regulation

**Fees:**

Item	Number	Rate	Total
Sub Total (based on Fee Description above):			\$0.00

**Sub Total: \$0.00**

**Minimum Fee Required: \$0.00**

## SPECIAL PROVISIONS

### 1. Purpose

This Permit is issued to the Permittee for the purpose of conducting boat electroshocking surveys in 2018 to 2024

### 2. Permittee Designated Representative

The Permittee appoints the following representative to be responsible for liaison between BC Parks and the Permittee:

Name: Karen von Muehldorfer  
Address: 333 Dunsmuir Street Vancouver BC V6B 5R3  
Telephone: (office) 604-695-5204  
Fax: (cell) 604-838-5905  
Email: Karen.vonMuehldorfer@bchydro.com

### 3. The Designated Representatives Responsibilities:

- (a) Be onsite for the duration of the research activities, or provide contact information for an alternative representative;
- (b) Provide the BC Parks Area Supervisor with a local contact number;
- (c) Ensure that no activities beyond those described in this permit will be undertaken without prior consent from the Area Supervisor.

### 4. BC Parks Contact Information

The Designated Representative must contact the Area Supervisor with any requirements or questions regarding this Park Use Permit. To determine the Area Supervisor responsible for the protected land(s) listed below, contact the associated regional office for this information.

- (a) The Permittee shall inform the Area Supervisor prior to initiating fieldwork and upon completion of the work. A field contact and method of contacting them shall be provided.

Park, Protected Area or Conservancy Name	Contact Information
Kiskatinaw River PA	Ministry of Environment and Climate Change Strategy, BC Parks Northern Region - Peace 400, 10003 - 110th Avenue Fort St. John BC V1J 6M7  <i>Regional Office: (250) 787-3411</i> <i>Fax: (250) 787-3490</i>

### 5. Reports

All reports, mapping or publications that result from work conducted under this Permit (the study area/sites must be clearly identified) are to be submitted by **October 31, 2024, within 90 days of the expiration of this permit.** Activities must be described in an **Annual Operating Plan**, as noted in subsection (C), **submitted by June 15 of each year.** The Permittee shall provide Report(s) to the Province. Report(s) are to be submitted to a FrontCounter BC office in person, by mail, fax or email ([FrontCounterBC@gov.bc.ca](mailto:FrontCounterBC@gov.bc.ca)). To determine the FrontCounter BC office to submit your Report(s) to, contact the following:

Ministry of Forests, Lands, Natural Resource Operations and Rural Development  
FrontCounter BC Prince George  
5<sup>th</sup> Floor 499 George Street  
Prince George BC V2L 1R5

Toll Free: 1-877-855-3222

Website: <http://www.frontcounterbc.gov.bc.ca/locations/index.html>



### **(a) Ecological Reports Catalogue (EcoCat)**

The Permittee shall provide confirmation that any reports and their associated files that are generated from this research be digitally submitted to the Ecological Reports Catalogue (EcoCat - <http://www.env.gov.bc.ca/ecocat/index.htm>) or alternatively, provide permission for BC Parks to do so.

### **(b) Wildlife Species Inventory (WSI)**

The Permittee shall provide confirmation that any fish or wildlife data be submitted online to the Wildlife Species Inventory (WSI - <http://www.env.gov.bc.ca/wildlife/wsi/index.htm>) as wildlife incidental observations or alternatively, provide permission for BC Parks to do so.

### **(c) Annual Operating Plan and Contact**

The Permittee shall provide a schedule of activities to the **Area Supervisor** prior to the commencement of annual research activities. All activities must be described in an **Annual Operating Plan submitted by June 15 of each year**. The Annual Operating Plan will include a description of each project, schedule of activities, names of researchers, designated contact for the Permittee, and safety procedures for all aspects of the project.

## **6. Permitted Research and Methodology**

Only those activities as described in the Park Use Permit application submitted in December 2017 will be authorized. Any changes to the proposed activities must be pre-approved by the Area Supervisor.

## **7. Significant Discovery**

Should the Permittee discover any significant, previously unknown or unrecorded artifact, site, natural or cultural feature in the course of activities issued under this permit, the find will be left undisturbed and reported immediately to the Area Supervisor. Fieldwork will not continue at the site until authorization to proceed has been provided by the Area Supervisor.

## **8. Sampling and Site Marking**

The Permit Area contains sensitive environments. The methods of sampling and marking shall be in keeping with low impact principles. Specific methods on the list below may not be applicable to all research.

- (a) No destructive sampling is permitted unless approved by the Area Supervisor;
- (b) No surface disturbance in the Protected Area is allowed;
- (c) No permanent marker shall be placed within the boundary of the Protected Area;
- (d) All marking shall be inconspicuous and approved by the Area Supervisor prior to fieldwork;
- (e) The use of vegetation, (e.g., blazing trees), to mark plots or transects is not permitted;
- (f) No paint marking of trees, rocks, or other Protected Area property to locate survey transects or soil test pits is allowed;
- (g) Flagging tape shall be of a biodegradable type or removed on completion of the sampling program. Hip chain string shall be removed;
- (h) The use of chainsaws is prohibited;
- (i) Any approved collecting activities shall be minimally disruptive to the natural environment, wildlife of the area, and ecological values of BC Parks;
- (j) The Permittee shall clearly tag all equipment left in the field unattended, (e.g. traps, monitoring equipment, etc.) with the permit number and contact name and number for the Permittee and Protected Areas project contact;
- (k) No trails shall be permanently marked or created to access the sample sites;
- (l) Extra caution must be taken to not create trails in wetland environments from repeated trampling;
- (m) Rehabilitation may be requested if there is significant damage;
- (n) The Permittee shall clearly tag all equipment left in the field unattended, (e.g. traps, monitoring equipment, etc.) with the Permit number and contact name and number for the Permittee. The Permittee shall provide a map of appropriate scale indicating the location of all equipment placed within the Protected Area;

- (o) All equipment and supplies must be removed from the Permit Area at the time of departure from the individual Permit Area;
- (p) Upon termination of this permit the Permittee shall remove, or be responsible for all costs associated with the removal of, all temporary structures, facilities, and improvements that have been authorized under this permit; and
- (q) Disturbed areas must be rehabilitated to the satisfaction of the Area Supervisor.

#### **9. Permanent Structures Prohibited**

No permanent structures or improvements of any description shall be constructed or installed on or within the Permit Area.

#### **10. No Consumptive Use**

There shall be no consumptive use of plants, marine life or animals by the Permittee, except as outlined in the Permit application of Golder Associates dated July 31, 2015.

#### **11. Situation-Specific Conditions**

- (a) Non-lethal electroshocking will be permitted for this permit. [Note: Electroshocking is acceptable when no other inventory method is feasible.
- (b) Copies of all required or applicable permits by Department of Fisheries and Oceans and provincial fish permits must be obtained prior to the start of the survey and available upon request.
- (c) A maximum number of fish of each species collected shall be limited to the Detailed Proposal for Research Park Use Permit Application submitted by the Permittee on December 12, 2017.
- (d) **Blue-listed Bull Trout** are in the area and care should be taken when they are spawning during the spring. Spawning trout might accidentally be captured but must be released with no measurements to be taken.
- (e) **Blue listed Goldeneye** could be in the area and care must be taken when they are captured. They spawn in the spring from freshet to 13 degrees between May and mid-July. Spawning Goldeneye might accidentally be captured but must be released with no measurements to be taken.