



**SOUTH FRASER PERIMETER ROAD PROJECT  
SCHEDULE 8: LANDS**

**APPENDIX E TO SCHEDULE 8  
GRAVEL PITS AND FORM OF GRAVEL LICENSE**

SECTION A PITS

1.

<b>Gravel Pit, Stockpile Site, Staging/Aggregate Processing Area, Quarry or Pit Name</b>	<b><u>Allowable Usage by Concessionaire</u></b>
Surrey Pit (32 Avenue and 192 Street)	Approximately [REDACTED]  <span style="border: 1px solid red; padding: 2px;">Section 17</span> Potential Quarry for: -Fine to medium sand with some gravel Individual lots within the Pit are available as follows: -Lot 4 from [REDACTED]
Quarry Road Prospect (Potential Source)	Approximately [REDACTED]  <span style="border: 1px solid red; padding: 2px;">Section 17</span> Potential Quarry for: -Well Graded Base Course -Rip Rap -Concrete and Asphalt Aggregates

2. Without limiting Section 4.5 [Gravel Pits] of this Schedule 8 in any way whatsoever, the availability of any Gravel Pit is subject to the Province issuing to the Concessionaire, in respect of such Gravel Pit, a License, in substantially the form and containing substantially the terms set out in Section B of this Appendix.

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SECTION B FORMS

1. Any Gravel License issued by the Province to the Concessionaire will be in substantially the form and containing substantially the terms set out below.

**FORM OF GRAVEL LICENSE**

**THIS GRAVEL LICENSE** dated for reference the \_\_\_ day of \_\_\_\_\_, 200\_\_, between

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,**

represented by the Minister of Transportation and Infrastructure (the "Province"), and

\_\_\_\_\_  
(the "Concessionaire")

**NOW THEREFORE** the Province and the Concessionaire agree as follows.

**1. Definitions**

1.1 In this Gravel License, unless the context otherwise requires:

- (a) "**Province Improvements**" means any premises or building equipment existing on the Gravel Pits at any time during the Term;
- (b) "**Concessionaire's Stockpiles**" means
  - (i) all stockpiles of Material processed by or for the Concessionaire with Pit-Run from the Gravel Pits, and
  - (ii) all stockpiles of Material located at the Gravel Pits processed by or for the previous highway maintenance contractor or the Province and which have been sold to or transferred for the use of the Concessionaire;
- (c) "**Cost Recovery Fee Appendix**" means the fee provisions attached as Appendix "B" to this Gravel License;
- (d) "**Gravel Pits**" means those gravel pits, stockpile sites, staging/aggregate processing areas and quarries described in Appendix "A" attached to this Gravel License;
- (e) "**Material**" means Pit-Run, winter abrasive (with or without salt), crush, sealcoat and any other aggregate used for construction, maintenance and repair of highways which may be processed from Pit-Run or quarry rock and includes any by-products resulting from the processing of Pit-Run;
- (f) "**Pit-Run**" means pit-run granular aggregate, naturally occurring broken rock or in-situ rock excavated (including blasting) from a Gravel Pit or Quarry;

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- (g) **"Subsisting Rights"** means
- (i) all subsisting grants to or rights of any person made or acquired under the *Land Act*, R.S.B.C. 1996, c. 245, *Coal Act*, R.S.B.C. 1996, c. 51, the *Forest Act*, R.S.B.C. 1996, c. 157, the *Mineral Tenure Act*, R.S.B.C. 1996, c. 292, or any extension or renewal of the same, whether or not the Concessionaire has actual notice of them,
  - (ii) any prior dispositions made pursuant to the *Land Act*, R.S.B.C. 1996, c. 245, and
  - (iii) the exceptions and reservations of rights, interests, privileges and titles referred to in section 50 of the *Land Act*;
- (h) **"Concession Agreement"** means the agreement entitled "South Fraser Perimeter Road Project Concession Agreement" between the Province and the Concessionaire dated for reference the \_\_\_\_\_, 2009 as it may be amended from time to time; and
- (i) **"Total Completion Date"** has the meaning given in the Concession Agreement;
- (j) **"Term"** means the term of this Gravel License described in section 2.1;
- (k) **"Termination Date"** has the meaning given in the Concession Agreement.

**2. Term and Grant of License**

- 2.1 The term of this Gravel License will commence on \_\_\_\_\_ and end on \_\_\_\_\_ unless sooner terminated in accordance with the terms of this Gravel License.
- 2.2 The Province hereby grants to the Concessionaire a non-exclusive License to enter on and occupy the Gravel Pits during the Term for the purpose of processing and removing Material subject to and in accordance with the terms and conditions of this Gravel License.
- 2.3 The Concessionaire acknowledges and agrees that this Gravel License does not grant to the Concessionaire any proprietary or property rights or interests in any of the Gravel Pits or in any of the Material at the Gravel Pits.
- 2.4 This Gravel License is subject to all Subsisting Rights.
- 2.5 The Concessionaire acknowledges and agrees with the Province that:
- (a) any interference with the rights of the Concessionaire under this Gravel License by virtue of the exercise or operation of any of the Subsisting Rights will not constitute a breach of the Province's obligations under this Gravel License and the Concessionaire releases and discharges the Province from and against any claim for loss or damage arising directly or indirectly out of any such interference;
  - (b) all costs and expenses, direct or indirect, that arise out of any interference by the Concessionaire with any of the Subsisting Rights will be borne by the Concessionaire; and

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- (c) the Concessionaire will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any interference with rights of the Concessionaire under this Gravel License arising directly or indirectly out of the exercise or operation of any of the Subsisting Rights.

**3. Concessionaire's Covenants**

**3.1 The Concessionaire will:**

- (a) only use Material removed from the Gravel Pits for the purpose of performing its obligations under the Concession Agreement;
- (b) return or cause the return to the Province of any and all Material that is not used for the performance of the Concessionaire's obligations under the Concession Agreement;
- (c) not remove Material from the Gravel Pits except from locations or stockpiles on the Gravel Pits approved by the Province or from the Concessionaire's Stockpiles;
- (d) clearly mark and segregate each of the Concessionaire's Stockpiles from other stockpiles in a manner satisfactory to the Province;
- (e) conduct its operations at the Gravel Pits in accordance with any applicable "pit development plan" and gravel management plan as may be established by the Province from time to time;
- (f) not place or maintain any improvements on any of the Gravel Pits without the prior written consent of the Province;
- (g) make and keep each of the Gravel Pits in a safe, clean and sanitary condition satisfactory to the Province and, unless otherwise specified by notice in writing by the Province to the Concessionaire, make and keep safe, clean and sanitary any improvements at the Gravel Pits;
- (h) comply with any directives issued by the Province in respect of environmental protection or preservation arising from the Concessionaire's occupation or use of the Gravel Pits;
- (i) permit the authorized representatives of the Province to enter any of the Gravel Pits at any time for any purpose;
- (j) survey the pit or quarry, as the case may be, prior to any extraction of Material, in order to provide a baseline condition from which to determine Material usage quantities;
- (k) determine final excavation quantities by resurvey following completion of use of the pit or quarry, as the case may be;
- (l) provide adequate security for each of the Gravel Pits and prevent entry to the Gravel Pits or removal of Material from the Gravel Pits by persons who are not authorized by the Province;

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- (m) provide drainage control measures at the Gravel Pits as required by the Province;
- (n) not interfere with the activities of any person authorized by the Province to enter on and use any of the Gravel Pits under a prior or subsequent License granted by the Province, but will coordinate with any such persons as necessary;
- (o) arrange, at the written request of the Province and at the expense of the Concessionaire, for a quantity survey to be undertaken by a person reasonably qualified to do so in the opinion of the Province to confirm the quantity of Material removed from the Gravel Pits or located in the Concessionaire's Stockpiles, or both;
- (p) permit persons authorized by the Province to enter on any of the Gravel Pits and remove Material except from the Concessionaire's Stockpiles;
- (q) pay and discharge when due all taxes, levies, charges and assessments now or hereafter assessed, levied or charged which relate to the Gravel Pits or any improvements on the Gravel Pits provided that if the Concessionaire does not pay the taxes as required the Province will have the right to pay such charges and to recover the same forthwith from the Concessionaire unless such taxes are being contested in good faith by the Concessionaire and the Concessionaire may in law withhold payment of them and in such event the Concessionaire will pay all costs of contestation and will not in any way render any of the Gravel Pits subject to seizure;
- (r) observe, abide by and comply with all laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority relating to the Gravel Pits, and the entry on, occupation and use of the Gravel Pits, including the *Mines Act*, and accompanying regulations and codes including the Health, Safety and Reclamation Code for Mines in British Columbia, and the *Workers Compensation Act* and accompanying regulations.
- (s) not commit or suffer any willful or voluntary waste, spoil or destruction of the Gravel Pits or the Material or do or cause or permit to be done on the Gravel Pits anything that may be or become a nuisance or annoyance to the owners or occupiers of adjoining land other than as expressly authorized under this Gravel License;
- (t) not remove from the Gravel Pits any Material processed by or for the Concessionaire until
  - (i) the quantity survey report in respect of such Material has been delivered to the Province in accordance with section 2 of the Cost Recovery Fee Appendix, and
  - (ii) the Cost Recovery fee in respect of such Material has been paid to the Province in accordance with section 1 of the Cost Recovery Fee Appendix;
- (u) not remove Pit-Run from the Gravel Pits for processing outside the Gravel Pits without the prior approval of the Province;

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- (v) not remove processed Material from the Gravel Pits for storing or stockpiling outside the Gravel Pits without the prior approval of the Province;
- (w) pay for the cost of the supply to, or use and consumption on, the Gravel Pits of electricity, gas, water and other utilities provided that the cost of such utilities is determined by separate metering;
- (x) unless otherwise directed by the Province, at all times keep and maintain any improvements on the Gravel Pits in a state of repair and condition at least equivalent to the state of repair and condition of such improvements at the commencement of the Term, or at the time the improvements were made, whichever is later, and to the same extent as would a prudent and careful owner in occupation, reasonable wear and tear only excepted;
- (y) repair any improvements on the Gravel Pits in accordance with directives as may be issued by the Province from time to time;
- (z) obtain and maintain in force during the Term insurances in form and content and with an insurer or insurers acceptable to the Province and such insurance will include comprehensive general liability insurance, automobile liability insurance, and equipment insurance;
- (aa) indemnify and save the Province harmless (and such indemnity will survive the expiration or termination of this Gravel License) from and against all claims, demands, losses, damages, costs, expenses, fines, penalties, assessments and levies made against or incurred, suffered or sustained by the Province at any time or times (whether before or after the expiration or termination of this Gravel License) where the same or any of them are based upon or arise out of any breach, violation or non-performance of any covenant, condition or agreement in this Gravel License by the Concessionaire, its agents, contractors and subcontractors of any tier and employees of any of them, or any personal injury, death or property damage occurring at any of the Gravel Pits or happening by virtue of any acts or omissions of the Concessionaire or its agents, contractors and subcontractors of any tier and employees of any of them;
- (bb) perform its obligations set out in Appendix "C" attached to this Gravel License;
- (cc) have regard to and comply with the terms of the Variances set out in Appendix "D" attached to this Gravel License;
- (dd) if topsoil or undesirable overburden exist, strip and place such topsoil and overburden in separate stockpiles as directed by the Province or a Ministry of Transportation and Infrastructure Representative for future use in pit or quarry reclamation;
- (ee) not operate any Gravel Pit in a manner which will contaminate remaining granular material nor leave any Gravel Pit in a condition which will limit its future use;
- (ff) use all Gravel Pits to their full potential;

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- (gg) not waste any portion of the products of crushers or screening plants that can be used but will stockpile or use any such product as directed by the Province or a Ministry of Transportation and Infrastructure Representative;
- (hh) when the Concessionaire discontinues operations in any Gravel Pit or depletes the Gravel Pit or sections thereof, trim the sides of any excavations, waste piles and stockpiles in the Gravel Pit to a 1.5 to 1 slope, or such other slope as the Province may direct, open up such drains or ditches as may be required to prevent water standing therein and drain such water, place topsoil on slopes of depleted sections of the Gravel Pit, and leave the Gravel Pit in a neat condition, all to the satisfaction of the Province and to the conditions shown on the Pit Reclamation Plan, the Pit Development Plan and the Ministry of Transportation Reclamation and Environmental Project Handbook for Sand, Gravel and Quarry Operations in British Columbia.

**4. Province's Covenants**

4.1 The Province:

- (a) will advise the Concessionaire from time to time of the identity of those persons authorized by the Province to enter on and use any of the Gravel Pits;
- (b) will accept interim estimates of Material usage based on load count or other reasonable means of estimation;
- (c) may, in its sole discretion, undertake surveys for verification of quantities information submitted by the Concessionaire; and
- (d) will, within 30 days after the commencement of the Term, provide the Concessionaire with a report (showing quantities and locations) of all stockpiles of Material at the Gravel Pits as of the commencement of the Term of this License.

**5. Fees**

5.1 In consideration of the License granted by the Province to the Concessionaire in this Gravel License, the Concessionaire will pay fees to the Province in accordance with Appendices "A" and "B" to this Gravel License.

**6. Records and Reports**

6.1 The Concessionaire will maintain records of:

- (a) all Pit-Run removed from the Gravel Pits and used in unprocessed form for the purposes of the Concession Agreement; and
- (b) all Pit-Run from the Gravel Pits processed by the Concessionaire into other Material;

in such form and containing such information as the Province may reasonably require.

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- 6.2 The Concessionaire will:
- (a) permit the Province or representatives of the Province to attend at the offices of the Concessionaire to examine the records described in section 6.1 of this Gravel License during normal office hours; and
  - (b) upon the written request of the Province, deliver to the Province copies of such records within 10 days after the request.

6.3 The Concessionaire will establish and maintain proper books of account and cause to be made therein accurate entries of all transactions in relation to removal of Material from the Gravel Pits during the Term and at all reasonable times will supply to the Province such information relating to removal of Material from the Gravel Pits as the Province may reasonably require.

6.4 The Concessionaire will, no later than the end of January of each year of the Term at the end of the Term, deliver to the Province a detailed statement, in a form satisfactory to the Province, showing for each Gravel Pit the quantity of Material removed from the Gravel Pit and used by the Concessionaire in unprocessed form, in each case during the previous calendar year (or portion thereof) during the Term.

**7. Termination**

7.1 The Province may, in its sole discretion, without liability or compensation to the Concessionaire, delete any of the Gravel Pits from this Gravel License by giving to the Concessionaire at least 30 days' written notice of the deletion and sections 7.3 and 7.4 of this Gravel License will apply to any deleted Gravel Pit as if this Gravel License had been terminated or had expired in respect of that Gravel Pit as of the effective date of deletion.

7.2 If the Concessionaire fails to observe, perform or comply with any provision of this Gravel License or the Concession Agreement, the Province may terminate this Gravel License upon giving written notice of termination to the Concessionaire.

7.3 On the expiration or termination of this Gravel License, the Concessionaire will

- (a) cease occupation of the Gravel Pits; and
- (b) remove all buildings, machinery, plant equipment and apparatus owned or leased by the Concessionaire located at the Gravel Pits.

7.4 Any buildings, machinery, plant equipment and apparatus owned or leased by the Concessionaire remaining at the Gravel Pits later than 30 days after expiration or termination of this Gravel License:

- (a) will be absolutely forfeited to and become the property of the Province; and
- (b) may be removed from the Gravel Pits by the Province and the Concessionaire will pay to the Province, on demand, all costs of removal.



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**8. Interpretation**

8.1 Unless the context otherwise requires, any reference to “this Gravel License” means this Gravel License and all of the appendices to it.

8.2 The headings or captions in this Gravel License are inserted for convenience only and do not form a part of this Gravel License and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Gravel License.

8.3 Each appendix attached to this Gravel License is an integral part of this Gravel License as if set out at length in the body of this Gravel License.

8.4 The Concessionaire will not:

- (a) assign this Gravel License;
- (b) sublicense any of the Gravel Pits; or
- (c) dispose of any of its rights in respect of this Gravel License or any of the Gravel Pits;

without the prior written consent of the Province, which consent may be arbitrarily withheld by the Province.

8.5 The Concessionaire will treat as confidential and will not, without the prior written consent of the Province, publish, release or disclose or permit to be published, released or disclosed either before or after expiration or termination of this Gravel License, any information supplied to, obtained by, or which comes to the knowledge of the Concessionaire as a result of this Gravel License except insofar as such publication, release or disclosure is required by law or is necessary to enable the Concessionaire to fulfill the obligations of the Concessionaire under this Gravel License.

8.6 The Concessionaire will not, during the Term, perform a service for or provide advice to any person, firm or corporation or other legal entity where the performance of the service or the provision of the advice may or does, in the reasonable opinion of the Province, give rise to a conflict of interest between the obligations of the Concessionaire to the Province under this Gravel License and the obligations of the Concessionaire to such other person, firm or corporation or other legal entity.

8.7 Any notice, document, statement, report, demand or payment desired or required to be given or made under this Gravel License will be in writing and may be given or made by personal delivery to the party to whom it is to be given or made, or by facsimile transmission, or by mailing in Canada with postage prepaid addressed to:

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if to the Province:

Ministry of Transportation and Infrastructure

\_\_\_\_\_  
\_\_\_\_\_

Fax number: @NUMBER

and if to the Concessionaire

@@

\_\_\_\_\_  
\_\_\_\_\_

Fax number: @NUMBER

and any such notice, document, statement, report, demand or payment so mailed will be deemed given to and received by the addressee on the third business day after the mailing of the same except in the event of disruption of postal services in Canada in which case any such notice, document, statement, report, demand or payment will be deemed given to and received by the addressee when actually delivered to the particular address set out above.

- 8.8 Either party may, from time to time, advise the other by notice in writing of any change of address or facsimile number of the party giving such notice and from and after the giving of such notice the address or facsimile number therein specified will, for purposes of section 8.7, be deemed to be the address or facsimile number, as the case may be, of the party giving such notice.
- 8.9 If any provision of this Gravel License or the application thereof to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Gravel License and the application of such provision to any other person or circumstance will not be affected or impaired thereby and will be valid and enforceable to the extent permitted by law.
- 8.10 All provisions of this Gravel License in favor of the Province and all rights and remedies of the Province, either at law or in equity, will survive the expiration or termination of this Gravel License.
- 8.11 No waiver by either party of a breach or default by the other party in the observance, performance or compliance of any of its obligations under this Gravel License will be effective unless it is in writing and no such waiver will be deemed or construed to be a waiver of any other breach or default and failure or delay on the part of either party to complain of an act or failure of the other party or to declare such other party in default, irrespective of how long such failure or delay continues, will not constitute a waiver by such party of any of its rights against the other party.
- 8.12 Time will be of the essence of this Gravel License.
- 8.13 This Gravel License will enure to the benefit of and be binding upon the Province and its assigns and the Concessionaire and its successors and permitted assigns.

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**IN WITNESS WHEREOF** the parties have executed this Gravel License on the date first above written.

SIGNED on behalf of Her Majesty )  
the Queen in right of the Province )  
of British Columbia by a duly )  
authorized representative of )  
the Minister of Transportation and )  
Infrastructure in the presence of: )  
 )  
 )

\_\_\_\_\_ )  
(Witness)

\_\_\_\_\_ )  
For the Minister of Transportation and Infrastructure

THE common seal of \_\_\_\_\_ )  
general partner of \_\_\_\_\_ )  
was hereunto affixed in the presence of: )  
 )  
 )  
 )

\_\_\_\_\_ )  
(Signature)

( c/s )

\_\_\_\_\_ )  
(Title)

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**APPENDIX "A" (TO GRAVEL LICENSE)**

- 1. **Gravel Pits** Subject to any deletions made by the Province under section 7.1 of this Gravel License, the Gravel Pits are those gravel pits identified by the following numbers on the map of Gravel Pits in the Data Room (as defined in the Concession Agreement):

Gravel Pit Name	During Construction until the Total Completion Date Cost Recovery Fee Rate	From the Total Completion Date Cost Recovery Fee Rate
Surrey Pit (32 Avenue and 192 Street)	[REDACTED]	[REDACTED]
Quarry Road Prospect (Potential Source)	[REDACTED]	[REDACTED]

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The cost recovery fee rate of [REDACTED] will apply for use of the Material during the construction period until the Total Completion Date. Subject to section 2 of Appendix "B" to this General License, the cost recovery fee rate of [REDACTED] will apply for use of the material as set out above commencing after the Total Completion Date until the Termination Date.

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**APPENDIX "B" (TO GRAVEL LICENSE)**

**Cost Recovery Fee Appendix**

**Cost Recovery Fee**

1. Subject to section 2 of this Appendix "B", after the Total Completion Date the Concessionaire will pay to the Province a cost recovery fee at the applicable rate established for the applicable Gravel Pits as set out in section 1 of Appendix "A" to this Gravel License based on the quantity, as measured *in situ*, of Pit-Run and Material from the Gravel Pits stockpiled at or removed from the Gravel Pits.
2. The cost recovery fee subsequent to the Total Completion Date may be adjusted annually by the Province, in its sole discretion, and on written notice of adjustment to the Concessionaire.

**Quantity Surveys**

3. Within 15 days after the completion of any removal and/or processing by or for the Concessionaire at a Gravel Pit of Pit-Run and Material from the Gravel Pit, the Concessionaire will deliver to the Province a quantity survey report produced by a person reasonably qualified to do so in the opinion of the Minister of Transportation and Infrastructure certifying the quantity of Pit-Run and Material produced by such removal and/or processing, which report will form the basis for calculating the fees payable under sections 1 and 2 of this Appendix "B".

**Payment**

4. The Province will invoice the Concessionaire from time to time for fees payable by the Concessionaire under this Gravel License. The Concessionaire shall pay all such fees not later than 30 days after the date of the invoice.

**Fees Exclusive of Taxes**

5. All fees required to be paid by the Concessionaire to the Province under this Gravel License are exclusive of applicable taxes.

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**APPENDIX "C" (TO GRAVEL LICENSE)**

**Obligations under *Mines Act***

1. In this Appendix:
  - (a) "Act" means the *Mines Act*, R.S.B.C. 1996, c. 293;
  - (b) "Code" means the health, safety and reclamation code prescribed under the Act, as it may be amended from time to time; and
  - (c) "Manager" means a manager as defined in the Act.
2. The Concessionaire will in respect of the Gravel Pits comply with any and all obligations of a Manager described in the Act and the Code.
3. The Concessionaire will:
  - (a) at least 2 weeks prior to the commencement of any operations at a Gravel Pit which is expected to utilize in excess of 1000m<sup>3</sup> of Material, advise the Province of the nature and anticipated duration of the operations;
  - (b) install and maintain "No Entry" signs satisfactory to the Province at each road entrance to a Gravel Pit;
  - (c) comply with any order made under section 14(3) of the Act directed to the Concessionaire or to the Province by virtue of any activities or operations of the Concessionaire at a Gravel Pit;
  - (d) restrict hours of employment at the Gravel Pits in accordance with sections 1.5 of the Code;
  - (e) establish an Occupational Health & Safety Committee for each Gravel Pit in accordance with section 1.6.1 and 1.6.2 of the Code;
  - (f) as soon as it is practical to do so, advise the Province of any notifications made or reports prepared under sections 1.7.1 to 1.7.3 of the Code or section 15(6) of the Act; and
  - (g) shall appoint a properly certified supervisor or shift boss in compliance with the *Mines Act*, and ensure that the supervisor or shift boss is duly certified in accordance with all applicable laws, including the Health, Safety and Reclamation Code for Mines in British Columbia.

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**APPENDIX "D" (TO GRAVEL LICENSE)**

**Variations**

1. The following listed Variations to the Health, Safety and Reclamation Code for Mines in British Columbia will apply to pits and quarry operations which fall under the Ministry of Transportation and Infrastructure ownership.

The Chief Inspector of Mines has provided the following clarifications to the Ministry in a letter dated August 9, 1999:

**Application for Continuation of Variance to Mine Code Section 1.5.1 - Hours of Employment**

“Pursuant to section 13 of the Mines Act, R.S.B.C. 1996, c293, the assigned Ministry of Transportation and Infrastructure (MoT) Pit Manager may permit the employment of persons in a sand and gravel pit or quarry (Mine) for up to 12 hours in a 24 hour period. This variance applies only to pits managed by the MoT (Ministry of Transportation and Infrastructure).”

The Pit Manager shall communicate this variance to all affected workers, whether employees of the Ministry of Transportation and Infrastructure, its contractors or sub-contractors. This variance is subject to review within five years as provided by section 13(4) of the Mines Act. A copy of this variance is available to any MoT regional or district Occupational Health and Safety Committees which may be involved in sand and gravel pit or quarry operations.”

**Section 4.9.1 – Health, Safety and Reclamation Code for Mines in British Columbia (Code)**

“Due to the short period of time that some haul trucks spend at your various pits and quarries, i.e. for loading purposes only, I am hereby enabling a Health and Safety Inspector of the Mines Branch to vary the requirement for automatic back-up alarms on transient haul trucks at the discretion of the Inspector. If, in the opinion of the Inspector, the time spent by the truck at the pit or quarry is of short duration, and the required routing of the truck for loading purposes is such that no hazards are created by such a routing, then an automatic back-up alarm need not be required and the use of any audio warning device will be accepted while in reverse.”

“You are reminded that the above refers only to transient haul trucks and not to trucks used for production purposes; neither does it apply to any other vehicle in excess of 7,000 kg gross vehicle weight.”

**Section 4.9.5 - Health, Safety and Reclamation Code for Mines in British Columbia (Code)**

As a haul truck driver’s visibility of the area surrounding the truck tends to improve as the size of the truck decreases, I am prepared to allow a variance to the above section of the Code as follows:

“Provided that any haul truck used for production purposes at a gravel pit or quarry does not exceed 45 tonnes gross vehicle weight, there will be no requirement for the attachment of a whip antenna fitted with a flag and lamp, or a flashing light mounted on the cab of nonproduction vehicles.”