

**SCHEDULE 6
ENVIRONMENTAL OBLIGATIONS**

PART 1 ENVIRONMENTAL OBLIGATIONS	1
1.1 Environmental Reference Documents	1
1.2 Project Co’s Environmental Obligations	1
1.3 Mitigation of Environmental Impacts	2
1.4 Best Management Practices	2
1.5 Environmental Permits	2
1.6 Inquiries and Reports to Environmental Authorities	2
1.7 Environmental Records.....	3
1.8 Performance Measures.....	3
1.9 Tree and Vegetation Protection and Replacement.....	3
PART 2 ENVIRONMENTAL MANAGEMENT	4
2.1 Environmental Manager	4
2.2 Environmental Specialists.....	5
2.3 Environmental Management Requirements.....	5
2.4 Environmental Plans and Reports.....	6
2.5 Construction Environmental Management Plan	10
PART 3 CONTAMINATION AND HAZARDOUS SUBSTANCES.....	12
3.1 Waiver of Site Profile	12
3.2 No Use of Hazardous Substances	12
3.3 Dealing with Hazardous Substances.....	12
3.4 Notification to Province.....	12
3.5 Notification to Environmental Authorities and Indigenous Groups	13
3.6 Removal and Remediation.....	13
3.7 Hazardous Substances Brought onto Project Site	14

PART 1
ENVIRONMENTAL OBLIGATIONS

1.1 Environmental Reference Documents

Project Co shall ensure that the performance of the Project Work at all times during the Term complies with all guidelines, policies and practices of an environmental nature applicable to the Project and the Project Work, including the Reference Documents described in Section 1.3 of Schedule 1 [Definitions and Interpretation], and the following:

- (a) Archaeological Impact Assessment Guidelines;
- (b) BC Ambient Air Quality Objectives;
- (c) Canada-wide Standards for Particulate Matter and Ozone;
- (d) DBSS 165 Protection of the Environment;
- (e) Develop with Care Environmental Guidelines;
- (f) Land Development Guidelines;
- (g) Metro Vancouver Ambient Air Quality Objectives;
- (h) Metro Vancouver Storm Water Design Guidelines;
- (i) Water Quality Guidelines Approved;
- (j) Water Quality Guidelines Working;
- (k) Pile Driving BMPs;
- (l) Japanese Beetle Regulated Area Guidance;
- (m) Best Practices for Reducing Construction Air Emissions; and
- (n) Technical Guidance on Contaminated Sites.

1.2 Project Co's Environmental Obligations

Throughout the Term, Project Co will, at its own cost and risk:

- (a) in connection with the performance of the Project Work, be responsible for all environmental matters relevant to and associated with the Project (with the exception only of those environmental-related obligations specifically identified in this Agreement as being the obligation of the Province or specifically identified as being not the responsibility of Project Co); and
- (b) in connection with performance of the Project Work comply with, observe and perform (and will cause all of its employees, agents, Principal Contractors and Subcontractors and employees of any of them to comply with, observe and perform) all obligations and requirements required by:

- (i) the Construction Environmental Management Plan, and all component plans thereunder, prepared in accordance with this Schedule;
- (ii) all applicable Environmental Laws, Permits and relevant requirements under any other applicable Laws;
- (iii) all applicable Reference Documents that are current at the time of the relevant Project Work; and
- (iv) all other conditions, commitments, responsibilities and information set forth in this Schedule,

(collectively, the “**Project Co’s Environmental Obligations**”).

Without limiting the foregoing, Project Co shall at all times comply with and shall do or not omit to do anything necessary to ensure satisfaction of, and will be responsible for the activities set forth in, the Province’s Broadway Subway Project Environmental and Socio-Economic Review, with the exception only of those condition, commitments or responsibilities that are expressly identified in such document as the responsibility of the Province or not the responsibility of Project Co.

1.3 Mitigation of Environmental Impacts

Project Co will identify, address and mitigate all Project Work-related environmental impacts, including those identified in the Broadway Subway Project Environmental and Socio-Economic Review or the Proposal Extracts, except only to the extent where the Province identifies otherwise in writing or as otherwise expressly provided in this Agreement.

1.4 Best Management Practices

Project Co shall perform Project Co’s Environmental Obligations in accordance with Best Management Practices and will not do or omit or permit to be done or omitted anything which is inconsistent with such Best Management Practices.

1.5 Environmental Permits

- (a) Except as otherwise specifically provided in this Agreement, including in relation to Province Permits, Project Co is required, at its own cost and risk, to obtain and it will obtain all Permits which relate to, or are required under Environmental Laws in connection with the Project and the Project Work, including all Permits necessary for Project Co to fulfill Project Co’s Environmental Obligations.
- (b) [Not Used]

1.6 Inquiries and Reports to Environmental Authorities

- (a) Project Co shall promptly on request provide the Province’s Representative with such written authorizations as the Province may require from time to time in order to make inquiries of any Environmental Authorities regarding Project Co or any of the Principal Contractors or

Subcontractors or the compliance by Project Co or any of the Principal Contractors or Subcontractors with Environmental Laws.

- (b) Project Co shall promptly forward to the Province's Representative a copy of any report, submission, application or other document relating to environmental matters on or at or affecting the Project Work, the Project Site or the Project Infrastructure that is filed or lodged by Project Co (or any person for whom Project Co is in law responsible) with or otherwise provided to any Environmental Authority.

1.7 Environmental Records

Project Co shall maintain in accordance with the Records Management Protocol all environmental documents and records (including all Permits) relating to the Project Site and the performance of the Project Work relating to environmental matters, including all records required to be maintained pursuant to the Construction Environmental Management Plan. Project Co's Environmental Manager will at Project Co's cost cooperate with the Province's Representative and representatives of the operator of the Broadway Subway to identify environmental matters for which Project Co is aware or had to address during Construction and that are or are likely to be material to the operational phase the Broadway Subway, and need to be addressed in the operational environmental management plan for the Broadway Subway.

1.8 Performance Measures

Project Co shall perform, comply with and satisfy the performance measures set out in this Schedule (indicated by the reference "PE[XXX]" or as otherwise identified in this Schedule) and, without limiting any other provision of this Agreement, the provisions of Part 8 [NCE Points and Default Points] of Schedule 10 shall apply if Project Co fails to perform, comply with or satisfy any such performance measure.

1.9 Tree and Vegetation Protection and Replacement

- (a) Project Co will follow Best Management Practices to minimize disturbance of trees, vegetation, soils and landscaped areas on the Project Site or proximate thereto in the performance of the Project Work. Without limiting the foregoing, Project Co will retain a certified arborist qualified to practice in the Province prior to Construction to:
 - (i) identify areas of temporary and permanent vegetation loss;
 - (ii) identify vegetation to be retained during Construction; and
 - (iii) develop measures to protect vegetation and trees on-site.
- (b) Tree removal and replacement requirements vary depending on the lands on which a tree is located. In all cases, Project Co will use reasonable commercial efforts to not disturb or jeopardize planted trees. Where trees must be removed in connection with completion of the Project Work, the following requirements apply:
 - (i) for trees located on Municipal Roads, tree removal and replacement requirements are governed by the terms of Article 9 [Roads], Part 2 of Schedule 4 [Design and Construction];

- (ii) for trees located on Municipal Lands other than those described in subsection (i), tree removal and replacement requirements are governed by the terms and conditions of agreements governing or ancillary to the Applicable Land Rights, and applicable Site Requirements including any Conditions of Access;
- (iii) for trees located on Province Lands, Project Co will plant one replacement tree for each tree removed (i.e., on a 1:1 basis), and comply with the replacement tree size, species selection, siting and location, planting and maintenance requirements, and survivorship certification and reporting requirements described in Article 9 [Roads], Part 2 of Schedule 4 [Design and Construction]; and
- (iv) for trees located on lands owned by a person other than the City or the Province, tree removal and replacement requirements are governed by the terms and conditions of private agreements governing or ancillary to the applicable Land Rights, and applicable Site Requirements including any Conditions of Access.

**PART 2
ENVIRONMENTAL MANAGEMENT**

2.1 Environmental Manager

- (a) Project Co's Environmental Manager will, irrespective of such person's other responsibilities, have defined authority for ensuring the establishment and maintenance of the Construction Environmental Management Plan and auditing and reporting on the performance of the Construction Environmental Management Plan and any terms and conditions associated with environmental Permits.
- (b) The Environmental Manager shall be a Key Individual subject to the requirements of Section 3.3(b) of Schedule 2 [Representatives, Review Procedure and Consent Procedure].
- (c) The Environmental Manager shall have experience on major projects that are comparable in scope, complexity and nature to the Project in:
 - (i) the development, management and implementation of plans and practices to address project environmental requirements;
 - (ii) leading a multidisciplinary environmental team;
 - (iii) environmental regulatory management;
 - (iv) working with regulatory agencies; and
 - (v) environmental quality management.
- (d) The Environmental Manager shall have the following attributes:
 - (i) be a Qualified Environmental Professional;
 - (ii) have an understanding of environmental regulations and legislation; and

- (iii) have effective communication, conflict resolution and organization skills.
- (e) Without limiting the generality of the foregoing, the job specification and responsibilities of the Environmental Manager shall include the following:
 - (i) directing all aspects of Project Co's environmental program for the Project Work, including overseeing the environmental auditing program;
 - (ii) ensuring environmental issues and requirements are met in accordance with this Agreement;
 - (iii) establishing and maintaining working relationships with relevant Environmental Authorities and Interested Parties;
 - (iv) taking a lead role in internal environmental design reviews including development of mitigation, compensation proposals, acceptable to the Province and Environmental Authorities;
 - (v) liaising with the Province's Representative and acting as the single point representative for Project Co on all matters relating to environmental management;
 - (vi) implementing the Construction Environmental Management Plan; and
 - (vii) preparing and submitting to the Province's Representative all reports required under the Construction Environmental Management Plan or this Schedule.

2.2 Environmental Specialists

Project Co shall have available, at all times until Substantial Completion, a multi-disciplinary team of qualified environmental specialists and thereafter shall have available such a team of qualified environmental specialists to the extent relevant to Project Co's obligations that continue after the Substantial Completion Date until the expiry of the General Project Work Defect Warranty Period.

2.3 Environmental Management Requirements

Project Co shall:

- (a) prepare all environmental submissions as set out in or required by this Agreement, including Section 2.4 [Environmental Plans and Reports] of this Schedule and Part 3 [Design and Certification Procedure] of Schedule 4;
- (b) manage proactive programs in accordance with Schedule 9 [Communications, Community Relations and Business Relations] of this Agreement, including organizing and holding field reconnaissance meetings with Interested Parties from time to time with a view to ensuring that Interested Parties' concerns are clearly communicated to Project Co to gather input and feedback and to respond to questions and concerns;
- (c) restore and revegetate those portions of the Project Infrastructure and Project Site that will be discontinued for road or Construction purposes to current Master Municipal Construction

Documents standard or better, and otherwise in accordance with Appendix E of Schedule 8 - Lands;

- (d) conduct works in a manner that will prevent the discharge or introduction of deleterious substances into the receiving environment and prevent light pollution in contravention of the Construction light pollution requirements described in Article 20 [Noise and Vibration], Part 2 of Schedule 4 [Design and Construction]; and
- (e) apply current Best Management Practices to the design of all stormwater management systems and be responsible for implementing a design for the Project Infrastructure that will ensure that existing water quality and quantity conditions improve or, at a minimum, do not deteriorate.

2.4 Environmental Plans and Reports

- (a) Project Co shall develop, implement, maintain, and update the plans, reports and data listed in Table 2.5:

Table 2.5 Schedule of Plans, Reports and Data (Response Time Measures)

Performance Measure	Deliverable Name	Specification Reference	Due Date	Review Procedure or Consent Procedure
PE 2.6b	Construction Environmental Management Plan including all component plans (First Submission)	2.6	45 days from the Effective Date	Consent Procedure
PE 2.6c	Construction Environmental Management Plan (Updates)	2.6	As soon as completed when required, and in any event no later than June 1st annually	Review Procedure
PE 2.5e	Environmental Work Plans	2.5	30 days prior to commencement of activity for which the Environmental Work Plan is required	Review Procedure
PE 2.5f	Monthly Environmental Reports	2.5	Within 14 days of the end of the month for which the report prepared	Review Procedure
PE 2.5g	Annual Environmental Reports	2.5	December 1 st annually	Review Procedure
PE 2.5h	Environmental Completion Report	2.5	Within 30 days of Total Completion Date	Review Procedure

Performance Measure	Deliverable Name	Specification Reference	Due Date	Review Procedure or Consent Procedure
PE 2.5i	Weekly Environmental Monitoring Reports	2.5	Within 1 week of the previous one week period of monitoring	Review Procedure
PE 2.5j	Annual Certificate of Compliance with All Environmental Laws	2.5	December 1 st annually	Review Procedure
PE 2.5k	Independent Environmental Site Assessment and/or Environmental Audit	2.5	Within 60 days of audit being requested by the Province's Representative	Review Procedure

- (b) The documents referred to in Table 2.5 that are indicated to be subject to the Consent Procedure or the Review Procedure shall be submitted to the Province's Representative for acceptance or review, as applicable, in accordance with the Consent Procedure or the Review Procedure, as the case may be, pursuant to Schedule 2 [Representatives, Review Procedure and Consent Procedure].
- (c) To support the Province in connection with its timely review of documents, as well as any applicable consultation by the Province with Indigenous Groups, Project Co will use reasonable commercial efforts to submit during the 45 day period referred to in Table 2.5, second row, each component plan contemplated in the Construction Environmental Management Plan, as well as the Construction Environmental Management Plan itself, in a staged manner as and when each document is ready to be submitted rather than waiting for all such documents to be ready for submission as a complete package.
- (d) To facilitate the Province's engagement of and consultation with Indigenous Groups with respect to the terms and conditions of the first submission of the Construction Environmental Management Plan and each component plan contemplated therein, the Province may take up to 40 Business Days from the date any such document is first submitted to the Province's Representative to return to Project Co the Construction Environmental Management Plan and any component plan in accordance with the Consent Procedure. (It is acknowledged and agreed that this time period is longer than the 20 Business Day review period contemplated in the Consent Procedure described in Section 2.2(b) of Schedule 2.)
- (e) Project Co shall also develop, implement, maintain and update other plans in accordance with the terms set out in this Agreement, including the Traffic Management Plan in accordance with Schedule 4 [Design and Construction], the Environmental Quality Management Plan in accordance with Schedule 7 [Quality Management] and communication plans in relation to traffic management in accordance with Schedule 9 [Communications, Community Relations and Business Relations], each of which shall, in addition to meeting all applicable requirements set out in this Agreement:

- (i) identify applicable roles and responsibilities of Project Co's environmental team;
- (ii) identify monitoring and reporting requirements;
- (iii) comply with all of Project Co's Environmental Obligations; and
- (iv) be submitted to the Province's Representative:
 - (A) in the case of an initial plan not previously submitted and accepted by the Province under this Agreement, in accordance with the Consent Procedure prior to submitting such plan to any appropriate Environmental Authority; or
 - (B) in the case of a plan which is an update to a plan previously submitted and accepted by the Province under this Agreement, in accordance with the Review Procedure prior to, or at the same time as, submitting such plan to any appropriate Environmental Authority,or as otherwise expressly specified in this Agreement.
- (f) Project Co shall, promptly upon their production by or on behalf of Project Co or upon their coming into the possession or control of Project Co, provide the Province's Representative with copies of all environmental site assessments, audits, reports and test results relating to the Project Site, including all assessments, audits, reports and tests at any time whether before or after the Effective Date.
- (g) Project Co shall prepare Environmental Work Plans and submit them to the Province's Representative as supplementary to the Construction Environmental Management Plan, and will include site-specific mitigation measures to be implemented to address Construction or Project Work.
- (h) Project Co shall prepare and submit to the Province's Representative, during any period during which Construction are undertaken, a monthly environmental report that:
 - (i) outlines the Design and Construction undertaken as part of the Project Work during the period, as well as future activities, key environmental issues, monitoring activities, mitigation measures (successes and failures), resolutions to environmental impacts, and how Project Co was able to comply with all applicable Permits; and
 - (ii) has appended thereto all notes of meetings with Interested Parties, including action items, environmental sub-consultant reports, environmental incident reports, specific mitigation plans, and sediment and drainage plans for that period.
- (i) Project Co shall prepare annual environmental reports, which will be inclusive of all Design and Construction periods of the Project, and submit them to the Province's Representative to provide a Project wide state of the environment summary.
- (j) Project Co shall prepare an environmental completion report and submit the report to the Province's Representative prior to the Total Completion Date.

- (k) Project Co shall prepare weekly environmental monitoring reports during Construction and submit them to the Province's Representative. Weekly environmental monitoring reports shall include, as a minimum, the following information:
- (i) Project area;
 - (ii) name(s) of environmental monitor(s);
 - (iii) period covered by report;
 - (iv) date report submitted; overall weather conditions;
 - (v) report recipient(s);
 - (vi) contractor(s) undertaking work;
 - (vii) description, photos and status of Construction by area, including within environmentally sensitive areas;
 - (viii) environmental meetings and key issues discussed;
 - (ix) key communications with Environmental Authorities;
 - (x) status of current sediment and drainage management plans;
 - (xi) description of outstanding environmental issues and/or non-compliances and corrective actions required; and
 - (xii) physical and biophysical sampling data collected during reporting period, as required by Environmental Authorities.
- (l) Project Co shall, at the request of the Province's Representative from time to time where there are reasonable grounds for making such request and in any event not less frequently than annually, provide the Province's Representative with a certificate signed by Project Co's Environmental Manager certifying that Project Co has complied with all Environmental Laws and with all of its obligations under this Agreement in respect of environmental matters, providing full and complete particulars of such compliance and all documentation in connection therewith (or if any occurrence of non-compliance has taken place, providing full and complete particulars thereof and all documentation in connection therewith).
- The certificate is to confirm that (to the best of the knowledge, information and belief of the Environmental Manager, having made reasonable inquiry) no adverse environmental occurrence has taken place on or at or affecting the Project Site or any part thereof (or, if any such occurrence has taken place, providing full and complete particulars thereof and all documentation in connection therewith).
- (m) Project Co shall, at the request of the Province's Representative from time to time where there are reasonable grounds for making such request, obtain and submit to the Province's Representative pursuant to the Review Procedure, from an independent environmental consultant (the identity of

which has been accepted by the Province's Representative pursuant to the Consent Procedure), an environmental assessment of the Project Site (or any part or parts thereof) and/or an environmental audit of the Project Work, such compliance with any such request to be at Project Co's own cost, including obtaining any additional investigations recommended by the environmental consultant.

2.5 Construction Environmental Management Plan

- (a) Project Co shall develop, implement, maintain and update the Construction Environmental Management Plan together with the component plans described in Section 2.5(d) of this Schedule in accordance with the Province's Broadway Subway Project Environmental and Socio-Economic Review.

The Construction Environmental Management Plan, including each of its component plans set out in Section 2.5(d) of this Schedule, will remain in effect until the Total Completion Date and will:

- (i) comply with all of the applicable requirements set out in this Schedule;
 - (ii) identify applicable roles and responsibilities of Project Co's environmental team;
 - (iii) identify monitoring and reporting requirements;
 - (iv) include each of the component plans listed in Section 2.5(d) of this Schedule;
 - (v) comply with all of Project Co's Environmental Obligations; and
 - (vi) include four (4) brief case studies that demonstrate how Project Co will draw on Best Management Practices in implementation of both the Construction Environmental Management Plan and communication plans prepared in accordance with Schedule 9 [Communications, Community Relations and Business Relations] to effectively respond to community complaints in relation to Construction-related dust, light, noise and vibration.
- (b) Project Co shall submit the initial Construction Environmental Management Plan, including each of its component plans as set out in Section 2.5(d) of this Schedule, to the Province's Representative in accordance with the Consent Procedure prior to submitting such initial Construction Environmental Management Plan to any appropriate Environmental Authorities.
- (c) The Construction Environmental Management Plan, including each of its component plans set out in Section 2.5(d) of this Schedule, shall be expanded and updated through the Term until the Total Completion Date to reflect the Project Work scheduling, Project Site conditions and weather-dependent contingency measures. Project Co shall submit all such updates to the Province's Representative in accordance with the Review Procedure prior to, or at the same time as, submitting such updates to any appropriate Environmental Authorities.
- (d) The Construction Environmental Management Plan will include the following component plans:
- (i) Air Quality and Greenhouse Gas Management Plan, which shall, as a minimum, describe the measures to be used to control Project-related common air contaminants, inhalable

particulate matter, dust, total suspended particulate (TSP) that may result in aesthetic impacts on adjacent properties, and greenhouse gas emissions, during Construction and the program that will be implemented to monitor fugitive dusts, ambient particulate matter, and ambient air quality;

- (ii) Archaeological and Heritage Management Plan, which shall, as a minimum, describe the measures to be implemented to address recommendations made in archaeological overview assessment and archaeological impact assessment disclosed in the Data Room, identify, report and manage archaeological and heritage resources, reduce potential Project-related effects to such resources, describe procedures to be followed should previously unidentified archaeological or heritage resources be encountered, and provide a mechanism for Indigenous groups' active involvement in decisions in relation to management of such resources;
- (iii) Construction and Demolition Waste Management Plan, which shall, as a minimum, describe procedures and Best Management Practices to manage Construction materials, waste materials, measures to be implemented for managing material that may attract wildlife, identification of opportunities for reuse of non-hazardous construction materials, appropriate disposal of materials;
- (iv) Contaminated Sites and Excavated Materials Management Plan, which shall, as a minimum, describe the measures to be implemented to appropriately remediate or dispose of Hazardous Substances in the event that Contamination is encountered or an accidental release or other accident results in soil or groundwater Contamination, locations of known or suspected Contamination, facilities that will be used for the disposal of contaminated soils and uncontaminated excavated materials, protocols for soil and groundwater sampling, and measures for on-site soil storage including residual materials;
- (v) Spill Prevention and Emergency Response Plan, which shall, as a minimum, be developed in accordance with the *Environmental Management Act* and *Contaminated Sites Regulations* to allow for rapid response in the event of spills of fuels and other Hazardous Substances, and provisions for access/ egress of emergency vehicles, list the spill abatement materials/equipment to be stored on the Project Site, identify responsible Project personnel and external contacts, describe education procedures and describe the communications, containment, clean-up, follow-up and reporting requirements;
- (vi) Hazardous Materials Management Plan, which shall, as a minimum, describe the measures to be taken to reduce the risk of a spill or safety incident involving dangerous goods and materials during Construction, describe procedures for the transport of dangerous goods and materials, training requirements for Project personnel and contractors, measures for proper inventory and storage of dangerous goods and materials, demonstrate compliance with applicable Environmental Laws;
- (vii) Noise and Vibration Management Plan, which shall, as a minimum, describe Project Site specific schedule, procedures and Best Management Practices to control Construction noise, light and vibration, in accordance with this Schedule and Schedule 4 [Design and Construction], including target noise emission levels of equipment, monitoring equipment maintenance and management procedures, and community communication and a noise complaint resolution procedure;

- (viii) Surface Erosion Prevention and Sediment Control Plan, which shall, as a minimum, identify areas within the Project Site or Construction that have the potential to create erosion or sediment-laden water into Vancouver's storm water system, describe general and site specific measures that will be applied to mitigate soil and erosion and shallow slope movement, control sediment-laden flows, and prevent sediment-laden water from entering watercourses, and describe the monitoring program that will be implemented;
- (ix) Vegetation and Wildlife Management Plan, which shall, as a minimum, identify measures to avoid or reduce Project-related effects on vegetation and wildlife, including those related to preventing or limiting the long-term spread and establishment of invasive species including invasive or noxious plants.

**PART 3
CONTAMINATION AND HAZARDOUS SUBSTANCES**

3.1 Waiver of Site Profile

Project Co waives the requirement, if any, for the Province to provide a site profile to Project Co for the Project Site or any portion thereof under the *Environmental Management Act* (British Columbia) and acknowledges that it may obtain from the Environmental Authorities site profiles for any site listed in the site registry at <http://www2.gov.bc.ca/gov/content/environment/air-land-water/site-remediation/contaminated-sites/information-about-sites>.

3.2 No Use of Hazardous Substances

- (a) Project Co shall not use, or permit to be used, the Project Site or any part thereof for the sale, storage, manufacture, disposal, handling, treatment, generation, use, transport, refinement, processing, production, remediation or Release of, or any other dealing with, any Hazardous Substance without the prior approval of the Province.
- (b) Approval may be granted or withheld in the Province's discretion, and then only in compliance with all Environmental Laws.

3.3 Dealing with Hazardous Substances

Project Co shall:

- (a) manage all Hazardous Substances on the Project Site in accordance and in compliance with all Environmental Laws; and
- (b) at all times comply with and cause all persons for whom Project Co is responsible to comply with all Environmental Laws in respect of the Project Site and the performance of the Project Work.

3.4 Notification to Province

- (a) Project Co shall promptly, and in any event within 24 hours, notify the Province's Representative of:

- (i) any Release of a Hazardous Substance or any other occurrence or condition involving Hazardous Substances at or affecting the Project Site that could cause Contamination of the Project Infrastructure, the Project Site or any portion thereof or any other lands in their vicinity or subject Project Co. the Province or BCTFA to any fines, penalties, orders, investigations or other proceedings under any Environmental Laws, together with full particulars of such Release, occurrence or condition including the location, time, agencies involved, damages suffered or caused and remedial action taken;
- (ii) all charges, orders, investigations or notices of violation or non-compliance issued against Project Co or relating to the performance of the Project Work or the Project Site under any Environmental Laws; and
- (iii) any notice, claim, action or other proceeding by any person against Project Co or relating to the performance of the Project Work or the Project Site concerning the Release or alleged Release of any Hazardous Substance.

3.5 Notification to Environmental Authorities and Indigenous Groups

Project Co shall notify the relevant Environmental Authorities, in accordance with Environmental Laws, and Indigenous Groups of any Release of any Hazardous Substance at or from the Project Site, and keep such parties informed of steps taken or to be taken by Project Co to mitigate any such Release. Failure to provide such notice means the Province may, but will not be obliged to, notify the relevant Environmental Authorities and Indigenous Groups of any such Release of any Hazardous Substance.

3.6 Removal and Remediation

- (a) Project Co shall in accordance with Best Management Practices and:
 - (i) promptly at any time, if requested by the Province or by any other Environmental Authority pursuant to Environmental Laws; and
 - (ii) in any event prior to the expiry or earlier termination of this Agreement,

remove from the Project Site or remediate or manage any and all Hazardous Substances to the numerical or risk-based standards required or permitted by Environmental Laws, and otherwise in accordance with Environmental Laws to the extent applicable.
- (b) Project Co shall remediate by removal any Contamination of any lands in the vicinity of the Project Site resulting from Hazardous Substances brought onto, used at or Released at or from the Project Site or by Project Co or any person for whom Project Co is responsible.
- (c) Upon encountering any Contamination on the Project Site, Project Co shall prepare and submit to the Province's Representative pursuant to the Review Procedure a plan for the remediation, removal or management of such Contamination, if such remediation, removal or management is required in accordance with this Agreement and, following the submission of such plan to the Province's Representative, or sooner if required by Environmental Laws, Project Co shall commence and complete any required remedial, removal or management work in accordance with such plan and all Environmental Laws to the extent applicable.

3.7 Hazardous Substances Brought onto Project Site

Notwithstanding any Laws or any other provision in this Agreement to the contrary, all Hazardous Substances and materials, goods or other items containing Hazardous Substances brought onto and used at or Released at or from the Project Site by Project Co or any person for whom Project Co is in law responsible shall be and remain the sole and exclusive property of Project Co and shall not become the property of the Province or BCTFA, notwithstanding their incorporation into or affixation to the Project Site or the Project Work and notwithstanding any termination or expiration of the Term.