

LETTER OF UNDERSTANDING
between
BC Hydro
and
ISLANDS TRUST COUNCIL and BOWEN ISLAND MUNICIPAL COUNCIL
Concerning
PESTICIDE USE DURING
THE BC HYDRO WOODPOLE TEST AND TREAT PROGRAM

This agreement develops an ongoing consultative process between the Islands Trust Council and Bowen Island Municipal Council with BC Hydro to communicate regarding pesticide use during BC Hydro's Woodpole Test and Treat Program.

1.0 **PURPOSES**

- 1.1 To establish a process for communications.
- 1.2 To maximize protection of the natural environment by sharing information prior to implementation of the Woodpole Test and Treat program in the Islands Trust Area.

2.0 **PRINCIPLES**

- 2.1 It is acknowledged that the Islands Trust has a provincial mandate to preserve and protect the natural environment and unique amenities of the Islands Trust Area, and a responsibility to provide leadership for this purpose.
- 2.2 It is acknowledged that BC Hydro has a mandate to provide an efficient and environmentally-sound supply of electricity to the province and that to fulfil this mandate in island communities, it must maintain the woodpoles used for its distribution lines.
- 2.3 It is acknowledged that Bowen Island Municipality is an island municipality with a responsibility to deliver municipal services and carry out the object of the *Islands Trust Act* within its area of jurisdiction.
- 2.4 It is recognized that the sharing of information about sensitive environments can minimize any potential impacts of woodpole maintenance.

3.0 **BACKGROUND**

- 3.1 BC Hydro has a Remedial Woodpole Test and Treat Program to maintain and prolong the life of the woodpoles used on its distribution lines.
- 3.2 Woodpoles are pressure-treated with a wood preservative prior to installation in order to extend their service life. The groundline region of a woodpole, which is prone to fungal and insect attack, requires retreatment after a period of years in service due to natural degradation properties of wood and wood preservatives.
- 3.3 Wood preservatives extend pole life, reduce replacement costs and service outages, ensure public and worker safety and reduce the cutting of trees for new poles. The use of preservatives extends the service life of woodpoles up to five times (from 10 to 15 years to 35 to 70 years).
- 3.4 The use of woodpole preservatives must adhere strictly to corporate and government regulations to ensure safety and protection of the natural environment.

4.0 INFORMATION NEEDS

- 4.1 Government regulations require that woodpole preservatives not be used within prescribed distances of natural waterbodies and drinking water sources.
- 4.2 Prior to initiating a woodpole test and treat program, BC Hydro consults with a variety of information sources to identify waterbodies and drinking water sources. Once a waterbody or drinking water source is identified, BC Hydro pole maintenance inspectors ensure that preservatives are used in accordance with regulations. In most cases, this means that preservatives are not used on woodpoles near waterbodies or drinking water supplies.
- 4.3 Local communities can assist in the advance identification of waterbodies and drinking water sources, providing a greater level of protection of these resources during the Woodpole Test and Treat Program.

5.0 CONSULTATIVE PROCESS

- 5.1 On an annual basis, BC Hydro will notify the Islands Trust of the proposed schedule for its Woodpole Test and Treat Program in the Islands Trust Area. Islands Trust staff will ensure that the relevant Local Trust Committees (LTCs) or Bowen Island Municipality (BIM) are aware of the proposed program.
- 5.2 Two months prior to beginning its Woodpole Test and Treat Program on any island BC Hydro will notify Islands Trust of its plans, of the woodpoles to be test and treated , and of any the Pest Management Plan conditions that will cover sensitive areas within the operational areas. Islands Trust staff will forward this information to the relevant LTC or BIM, relevant planning staff and staff of the Islands Trust Fund with a request for additional information about the location of waterbodies, drinking water sources and environmentally sensitive areas in the vicinity of woodpoles to be tested.
- 5.3 No later than one month prior to the start of the Woodpole Test and Treat Program, planning staff for the relevant LTC or BIM will provide any additional information they may have available regarding the location of waterbodies, drinking water sources or other environmentally sensitive areas in the vicinity of woodpoles to be tested.
- 5.4 BC Hydro will supply information provided by the Islands Trust or BIM to the professionally trained woodpole test and treat contractors who will be completing the current Program. Where possible, the information will be placed onto BC Hydro's pole maps so that those conducting the Woodpole Test and Treat program are aware of any areas where caution should be taken or where further contact may be required with selective landowners.
- 5.5 BC Hydro will place information from the Islands Trust or BIM onto its mapping data base for future reference.
- 5.6 Responsibility for the coordination of this Agreement by the respective Parties is assigned to the BC Hydro Manager or delegate of the Lower Mainland/Vancouver Island Test and Treat Program, the Islands Trust Director of Trust Area Services and the Chief Administrative Officer of Bowen Island Municipality.
- 5.7 A meeting of respective staff to review any current issues or Agreement matters may be arranged at the request of the responsible staff of either Party.

- 5.8 Where anything is required or permitted to be delivered, or otherwise sent to the Parties, it will be delivered to:

Islands Trust
#200 - 1627 Fort Street
Victoria BC V8R 1H8
Attention: Director of Trust Area Services

BC Hydro (Vancouver Island Region)
400 Madsen Road
Nanaimo, BC V9R 5M3
Attention: Ray Read Regional Vegetation/Pest Biologist, Vancouver Island

and

BC Hydro (Lower Mainland Region)
12322 88 Avenue
Surrey, B.C.
V3W 3J6
Attention: Rene Roddick Regional Vegetation/Pest Biologist, Lower Mainland

Bowen Island Municipality
981 Artisan Lane
Box 279
Bowen Island, B.C.
V0N 1G0
Attention: Chief Administrative Officer

- 5.9 All Parties will bear the full cost of their own requirements to implement this Agreement unless otherwise provided for in this Agreement or otherwise agreed to, in writing, by all Parties.


- 5.10 This Agreement may be amended by agreement, in writing, by the Parties.

6.0 TERMS OF AGREEMENT

- 6.1 It is recognized that all parties will provide reasonable effort within the limits of their resources to implement this agreement on the basis that no party may assign responsibilities to the other.

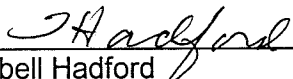
APPROVALS

APPROVED BY THE EXECUTIVE DIRECTOR OF THE ISLANDS TRUST
THIS _____ DAY OF _____, 2003



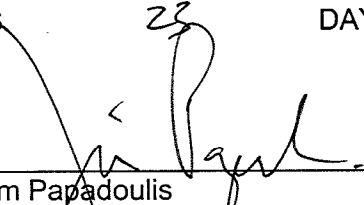
Gordon McIntosh
Executive Director
Islands Trust

APPROVED BY THE CHIEF ADMINISTRATIVE OFFICER OF BOWEN ISLAND MUNICIPALITY
THIS 5th DAY OF August, 2003



Isabell Hadford
Chief Administrative Officer
Bowen Island Municipality

APPROVED BY THE DISTRIBUTION MAINTENANCE PROCESS FOR BC HYDRO
THIS 28th DAY OF SEPTEMBER, 2003



D. Jim Papadoulis
Distribution Maintenance Process
BC HYDRO