

## **Wildlife Management**

### **Policy - Conservation and Use**

*The conservation of viable, natural wildlife populations, their habitat, and ecological processes that affect them in British Columbia's park and ecological reserve system will always take precedence over their use by people.*

#### ***Associated Policy***

##### **Nuisance Biting Insect Control**

- Nuisance biting insects such as mosquitoes and blackflies shall not be subject to control measures unless there is a risk to public health and safety or as part of local government residential area mosquito control program.
- Control measures may be required in parks, protected areas or ecological reserves when it has been specifically determined that biting insects are a vector for human disease and pose a risk to public health. In most cases control measures will be part of an integrated pest management plan and a public health protection strategy.
- Control measure may be conducted within a park or protected area by local government agencies to reduce mosquitoes in adjacent residential areas, where:
  1. the control action is part of an integrated pest management plan;
  2. there is reasonable likelihood that control actions in the park or protected area will be effective in reducing mosquitoes in adjacent residential areas;
  3. the effectiveness of the control action is questionable without including the park or protected area in the treatment zone; and
  4. in reference to other relevant BC Parks Conservation Program Policies

### **Policy - Management of Exotic Wildlife Species**

*Exotic or non-native wildlife species will be managed or controlled as necessary to protect, and without jeopardizing, ecosystem health and biodiversity.*

#### ***Associated Policy***

##### **West Nile Virus**

- Where a Medical Health Officer has identified a mosquito population within a park, protected area or ecological reserve and has determined that there is a risk to public health from transmission of West Nile virus from mosquitoes to humans, mosquito population control measures may be undertaken. In most cases control measures

will be part of an integrated pest management plan and a public health protection strategy.

- In regard to protection of public health and West Nile virus, Parks and Protected Areas management will collaborate with Regional Health Authorities and Medical Health Officers to control mosquito populations within parks, protected areas and ecological reserves.
- In response to public concerns over the risk of transmission of West Nile virus to humans while visiting a high-use area within parks or protected areas, Parks and Protected Areas management will consult with Regional Health Authorities to determine appropriate actions that address the risk to public health.
- All other relevant BC Parks Conservation Program Wildlife Management policies will apply to the control of mosquitoes in an effort to reduce the risk to human health from the transmission of West Nile virus.

# Mosquito/West Nile Virus Control Guidelines

## Definitions

### **Incidental Standing Water**

Includes any standing water that is incidentally trapped in human-made objects, such as discarded automotive tires, buckets, barrels, tarps, fuel storage containment structures, etc; it does not include recreated wetlands or other ecological restoration structures.

### **Control Measures**

For the purposes of policies and guidelines related to nuisance biting insects, control measures refers to the use of pesticides to reduce biting insect populations.

### **Nuisance Biting Insect**

Includes mosquitoes, blackflies or other biting insects that might be vectors for transmission of disease to humans.

### **Vector**

An organism that transmits a pathogen from one organism or source to another.

## **Purpose of Guideline**

BC Parks Conservation Program Policies cover a number of topics that relate to the control of mosquitoes for the protection of human health. These guidelines will highlight the relevant policy, provide background to the Nuisance Biting Insect Control policy and West Nile Virus policy and provide an expedited permit process for West Nile virus control actions.

## **Background**

The application of pesticides to control mosquitoes or other biting insects in an effort to reduce the incidence of nuisance bites has not been conducted by BC Parks in provincial protected areas for many years. With the introduction of West Nile virus to North America there is increased interest in mosquito control using pesticides.

Coincidentally, there are also a greater number of parks and protected areas with adjacent residential settlement. This is due to growth in both the park system and in residential development. With more people living beside more parks there has been an increase in requests by local governments to enter adjacent parks or protected areas to control mosquitoes.

BC Parks Conservation Program Nuisance Biting Insect Control policy is designed to:

1. Maintain the current practice of not controlling biting insects to provide a more comfortable outdoor experience for park visitors.
2. Provide for a measured response to a public health threat as identified by public health experts.
3. Ensure that protected area management is engaged in a regional approach to West Nile virus control.
4. Ensure that protection of human health is the primary consideration in proposals to control mosquitoes in parks, ecological reserves or protected areas.
5. Allow for the inclusion of area within a park or protected area in a local government mosquito control program under specific conditions.

## **Relevant Policy**

West Nile virus was introduced to North America in 1999. For the purposes of Conservation Program Policy, West Nile virus is considered an exotic wildlife species. BC Parks Conservation Program Policies cover the management and control of exotic wildlife. However, clarification is required as the existing policy statement under Management of Exotic Wildlife Species does not specifically refer to the protection of human health.

The following are excerpts from BC Parks Conservation Program Policies that are relevant to West Nile virus and mosquito control:

### **Management for Biological Diversity**

#### ***Associated Policy***

##### **Wildlife Diversity**

- BC Park's operations will not adversely impact wildlife species, or their critical habitat, within or outside a park or ecological reserve.

##### **Ecological Processes**

- The use of chemical treatments in parks and ecological reserves will be eliminated where possible in favour of biological or mechanical methods

### **Conservation and Use**

#### ***Associated Policy***

##### **Visitor Use**

- Programs to ensure that wildlife populations are not endangered, placed at risk, or substantially altered as a result of visitor use are of higher priority than sustaining a recreational activity.
- Emphasis will be placed on park-wide visitor use management to reduce opportunities for negative human-wildlife interactions. However, public safety will always be the primary consideration in dealing with negative human-wildlife interactions.

### **Management of Special Features**

#### ***Associated Policy***

##### **Species Focus**

- BC Park's operations will not adversely impact endangered, threatened and vulnerable species, special or unique wildlife, or their critical habitat, within or outside a park or ecological reserve.

## **Management of Exotic Wildlife Species**

### ***Associated Policy***

#### **Exotic Species**

- BC Parks will consider control measures against exotic species where:
  - 1) such species lead to competitive elimination of native species,
  - 2) such species pose a danger to the public in high-use areas,
  - 3) the presence of such species will impair the ecological integrity of the protected area, and/or
  - 4) the control measures will not lead to a long-term loss of native species.
- No control measure will be undertaken in protected areas without an adequate problem analysis (including a baseline inventory of species in the treatment area), and commitment to a monitoring program to evaluate the significance of exotic species to that particular area and the effectiveness of any control actions.

## **Guidelines**

### **General**

- Parks and Protected Area managers will insure that staff are made aware of the best available information on West Nile virus. Important information includes: the status of West Nile virus in British Columbia and personal protection measures to limit exposure to the virus.
- Parks and Protected Area Operations staff will ensure that incidental standing water is reduced or eliminated within park operating areas. Incidental standing water provides potential mosquito breeding habitat.
- Mosquito control actions within provincial parks, protected areas and ecological reserves will most often be a subset of actions taken at a regional level by agencies other than Parks and Protected Area Operations and be part of an integrated approach to limit the transmission of West Nile virus to humans.
- Mosquito control actions directed by a Medical Health Officer for the purpose of protecting human health are exempt from the BC Parks Impact Assessment Process. Under these circumstances mosquito control is considered to be a non-reviewable activity as defined in the BC Parks Impact Assessment Process (*Conservation Services* section bullet 3).
- Proposals from local governments to control mosquito populations within a park or protected area for the purpose of reducing nuisance mosquitoes in adjacent residential areas are subject to BC Parks Impact Assessment Process.
- Authorisation by Park Use Permit is required for a mosquito control action in provincial parks, protected areas and ecological reserves. The purpose of the permit is to authorise access to the treatment site and to limit the liability of the provincial government.

- A permit issued in accordance with the *Pesticide Control Act*, regulations and policy is required for the use of pesticides in provincial parks, protected areas and ecological reserves.
- The Administrator, *Pesticide Control Act* has issued a Pesticide Use Permit to the Minister of Health for controlling mosquito species on public or private lands (including water bodies) in areas of British Columbia where there is a risk to human health from West Nile virus. Local authorities will act as agents of the Ministry of Health to apply pesticides in accordance with the terms of the permit. In most circumstances, the application of pesticides in provincial parks, protected areas or ecological reserves will be carried out by agents of the Ministry of Health acting under Pesticide Use Permit 776-001-2003/2004 (or subsequent permits in following years).
- Parks and Protected Areas staff will work with Environmental Protection Division staff to ensure that BC Parks Conservation Program Policies are considered in the terms and conditions of a pesticide use permit that would authorise application of pesticides for mosquito control within provincial parks, protected areas and ecological reserves.
- Consistent with the associated policy on ecological processes, the use of biological larvicides (BTi) should be considered the primary control measure.
- Parks and Protected Area staff will work with municipal, regional and other provincial agencies to ensure that mosquito control plans that include areas within parks, ecological reserves and protected areas are developed that consider the relevant BC Parks Conservation Program Policies as referenced in this guideline.
- Parks and Protected Areas management will refer to Regional Health Authorities for information related to personal protection from mosquitoes. West Nile virus information pamphlets are available from Regional Health Authorities and could be provided to park visitors in high use and moderate to high risk areas. The BC Parks website can provide links to West Nile virus Information on Regional Health Authorities websites or the Office of the Provincial Health Officer website.

#### **Permit Process for West Nile Virus Response Plans**

- In order to act as an agent of the Ministry of Health Services under the Pesticide Use Permit referenced above, local community agencies will develop West Nile Virus Response Plans in cooperation with Regional Health Authorities and the Medical Health Officers
- The Ministry of Health Services will then supply the agent with a Letter of Approval to Apply Larvicides and/or Adulticides for Mosquito Control
- A West Nile Virus Response Plan will define treatment areas that may include sites in provincial parks, protected areas or ecological reserves.
- A Park Use Permit will be issued to an agent of the Ministry of Health Services to authorise entry into a provincial park protected area or ecological reserve for the purposes outlined in a West Nile Virus Response Plan acceptable to the Ministry of Health Services including but not limited to habitat or mosquito inventory,

application of pesticides to control mosquitoes, monitoring of mosquito and other virus host species and collection of dead birds.

- Regional Parks and Protected Areas section staff will expedite the permit process by following the process outlined below:
  - MOE Region receives notification from a local government or community agency, acting as Pesticide Use Permit Agent of the Ministry of Health Services, that parks, protected areas or ecological reserves are within the treatment area identified in a West Nile Virus Response Plan and request entry to conduct activities outlined the plan as directed by a Medical Health Officer.
  - The Pesticide Use Permit Agent will provide MOE Region with a timeline indicating when entry into parks, protected areas or ecological reserves is expected. MOE will expedite the permit process to meet timeline requirements.
  - Pesticide Use Permit Agent will supply Region with a copy of the Ministry of Health Services letter of approval and the related West Nile Virus Response Plan.
  - Parks and Protected Area staff and the Pesticide Use Permit Agent complete an application for a Park Use Permit - Land Use and Occupancy and attach Regional Manager approval.
  - The application and approval are forwarded to the Permit and Authorisation Service Bureau (PASB) by fax with indication that the permit is to be expedited as a West Nile virus control action. PASB will be informed as to the deadline for issuing the permit.
  - PASB will process the application and permit authorising entry in the listed protected areas for the purposes of outline in the West Nile Virus Response Plan including but not limited to pesticide application to control mosquitoes. The permit would usually be issued for a 6 months term.
- Sample application and permit are attached in Appendix A

# Appendix A

## Park Use Permit Application Form



Ministry of Water,  
Land and Air  
Protection

**BC PARKS**

### LAND USE / OCCUPANCY PARK USE PERMIT APPLICATION

Land use or occupancy may only be undertaken in a provincial park or protected area (both being referred to as a “protected area” in this application), when authorized by a valid permit issued by the Ministry of Water, Land and Air Protection (referred to here as “BC Parks”) under the *Park Act* and *Environment and Land Use Act*. Only applications that are considered by BC Parks to be compatible with the conservation and recreation objectives identified for the protected area(s) involved in the proposal will be evaluated.

Please complete this application and submit it with the detailed proposal description, for evaluation, to the Park Use Permits address on page 2 of this application. Supplying insufficient information will delay evaluation.

- NOTE: 1. Allow a minimum of 140 days for evaluation.
2. Submission of this application does not entitle the applicant to any rights or permission to proceed with any activity in any protected area.
  3. More information may be requested from the applicant during review of this application.
  4. This application is subject to review under the BC Parks Impact Assessment Process.
  5. Final approval will only be given upon receipt of a completed Certificate of Insurance for Comprehensive General Liability to a value of \$2 million, appropriate financial bonding and payment of the annual permit fee.
  6. BC Parks reserves the right to refuse any application.

<b>APPLICANT INFORMATION</b>			
PLEASE CHECK HERE FOR A RENEWAL PERMIT <input type="checkbox"/>		PERMIT NUMBER _____	
COMPANY/SOCIETY/INDIVIDUAL:		INCORPORATION NUMBER, if applicable:	
MAILING ADDRESS:		CITY / TOWN:	PROV / STATE:
POSTAL / ZIP CODE:	BUS. PHONE NO. (Area Code):	FAX NO. (Area Code):	
NAME OF CONTACT:		DATE OF BIRTH (dd/mm/yy) / /	E-MAIL:
BUS. PHONE NO. (Area Code)	FAX NO. (Area Code):	CELLULAR PHONE NO. (Area Code):	
NAME OF PROTECTED AREA(S):		PERIOD OF USE (inclusive): FROM:                      TO:	
BRIEF SUMMARY OF PROPOSED ACTIVITY: <span style="background-color: #90EE90; padding: 2px;">West Nile Virus Response Plan (as attached)</span>			

**Please attach a detailed proposal description that addresses the following (A-C):**

**SECTIONS A,B AND C ARE NOT APPLICABLE AS THESE DETAILS WOULD BE COVERED IN THE WEST NILE VIRUS RESPONSE PLAN**

- A. Please describe the proposed activity and provide the following information:
1. purpose of the land use or occupancy;
  2. a map of an appropriate scale showing the protected area(s) involved, the location of the proposed site, access routes and plans or drawings detailing improvements or structures to be placed or constructed;
  3. photographs of the site and area adjacent to the proposed land use/occupancy;
  4. proposed site and adjacent area description and mapping in terms of its current legal status, existing uses, vegetation cover, wildlife present, water resources, geology, and historical/cultural significance;
  5. physical changes to the site that would be required to meet the needs of the proposal and the proposed mitigation of such changes;
  6. impacts on the protected area(s) (environmental, social, economic changes including, but not limited to, vegetation, wildlife, access, aesthetics, effect on other users, etc) and actions that will be taken to mitigate these impacts on the protected area(s);
  7. type of transportation and access route to the proposal site;
  8. the initial 5 year operational plan related to this proposal; and
  9. does the applicant have tenure to land adjacent to this protected area(s) and if so, does the applicant offer a similar opportunity or service on this adjacent land.
- B. List all experiences of the applicant and/or others involved in this proposal in previous protected area permits including the name, number, date and location of the permit(s).
- C. From the following list, use a “√” to select all potential adverse impacts of the proposed activity. Provide additional detail for all impacts selected, including proposed mitigation.

Adverse and permanent effects to:	conservation, recreation and/or cultural values
	character and aesthetics of the protected area
Adverse effects to:	red/blue-listed species or ecosystems, species at risk, biogeoclimatic representation, etc
	critical or geographically unique characteristics
	public health and safety
	traditional use of the area by First Nations
	local communities
	recreational use or enjoyment of the protected area (regardless of the intended benefits of the proposed action)

As required under Section 21 of the *Park Act*, the applicant agrees to pay the Province costs incurred by the Province in surveying, cruising, examining and inspecting the area affected by the application; and THE APPLICANT HEREBY CERTIFIES THAT ALL THE INFORMATION PROVIDED IN THIS APPLICATION IS TRUE AND CORRECT.

Date: \_\_\_\_\_

Signature of Applicant or Authorized Signatory of Applicant: \_\_\_\_\_

**Send completed application and proposal description to:**

Ministry of Water, Land and Air Protection  
 Park Use Permits  
 PO Box 9371, Stn Prov Govt  
 Victoria BC V8W 9M3  
 Fax: (250) 387-0922

For more information please call:  
**Enquiry BC 387-6121 (Victoria), 604-660-2421 (Metro Vancouver),  
 1-800-663-7867 (Elsewhere in BC), or 250-387-6121 (Outside of BC)**

# Example of Park Use Permit:



BRITISH  
COLUMBIA

## PARK USE PERMIT

### NON-RESIDENTIAL LAND USE/OCCUPANCY

This Park Use Permit No.  
(the "Permit") is issued under the authority of the *Park Act*

(the "Park")

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 Water, Land and Air Protection

TO:

**The permittee must match the agency named as the agent  
of the Ministry of Health Services in a Letter of Approval  
to Apply Larvicide and/or Adulticide for Mosquito Control**

(the "Permittee") at the following address

#### 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.

### ARTICLE II - DURATION

2.01 The duration of this Permit is for a term of **6 MONTHS** commencing on (the "Commencement Date") and ending on a (the "Expiration Date"), unless cancelled, terminated or renewed in accordance with the terms and conditions of this Permit.

### ARTICLE III - FINANCIAL

3.01 The Permittee must pay to the Province:

- (a) a fee (the "Permit Fee") of **EXEMPT** (GST included if applicable) prior to the Commencement Date and on each anniversary of the Commencement Date during the term of this Permit; and
- (b) the "Rent" as defined in, and at the times required by, the Financial Schedule **NONE**.

3.02 The Province may, by notice to the Permittee not less than 30 days prior to each anniversary of the Commencement Date, increase the Permit Fee to an amount solely determined by the Province at its discretion, and the Permittee must pay the increased amount in accordance with section 3.01 (a).

3.03 The Permittee must pay interest to the Province on money payable by the Permittee and owing to the Province under this Permit, at the rate of interest prescribed by the *Financial Administration Act* in respect of money owing to the Province, which interest will be calculated from the date that the money becomes payable to the Province.

3.04 The Permittee must pay, and ensure that its clients pay, all other applicable fees for the use of facilities and land in the Park as required under the *Park Act* and regulations made under it.

### ARTICLE IV - INDEMNITY AND INSURANCE

4.01 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 and licensees under this Permit, except for any liability arising from any independent, negligent act of the Province.

4.02 The Permittee will, during the term of this Permit, maintain and pay for, with insurers licensed in British Columbia, Commercial, General Liability Insurance in an amount not less than **\$2,000,000** inclusive per occurrence against personal injury, property damage and liability assumed under contract. The Province is to be added as an additional insured under this policy and the policy must include a cross liability clause.

4.03 The Permittee will maintain and pay for, with insurers licensed in British Columbia, in addition to the insurance required in section 4.02, the insurance(s) as described in the Management Plan Schedule. The Province is to be added as an additional insured under these policies and these policies must include a cross liability clause.

4.04 All insurance required to be maintained by the Permittee under this Permit must be primary and not require any insurer of the Province to share or contribute to any loss.

4.05 Prior to the Commencement Date, the Permittee will provide the Province with a "Province of British Columbia Certificate of Insurance" that has been completed by the Permittee's insurer in respect of all insurance required to be maintained by the Permittee under this Permit. When requested by the Province, the Permittee must provide to the Province a certified copy of the insurance policy required to be maintained by the Permittee under this Permit.

4.06 All policies of insurance required to be maintained by the Permittee under this Permit must be endorsed with a requirement that the Province be provided 30 days' prior written notice of cancellation of or a material change to the policy.

4.07 The Permittee waives all rights of recourse against the Province with regard to damage to the property of the Permittee.

4.08 The Province may, by notice to the Permittee, require the Permittee to change the form, amount, deductible or other term of an insurance policy required to be maintained by the Permittee under this Permit, and the Permittee must change the insurance policy accordingly and deliver evidence of that change to the Province.

### ARTICLE V - TRANSFER

5.01 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.

5.02 If the Permittee is a corporation then a change in the control (as that term is defined in subsection 1(4) of the *Company Act*) of the Permittee without the prior written consent of the Province is deemed to be a breach of section 5.01.

### ARTICLE VI - COVENANTS OF THE PERMITTEE

6.01 The Permittee must:

- (a) pay the Permit Fee and other money payable under this Permit when due at the address of the Province first written above or at such place as the Province may specify from time to time;
- (b) pay when due all taxes, levies, charges and assessments that relate to operations of the Permittee under this Permit;
- (c) comply with all laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Permit Area, the Park, its use and occupation or the Permittee's operations under this Permit;
- (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) ensure that its employees, agents, contractors, licensees and clients are familiar with
  - (i) the *Park Act* and regulations made under it and all other laws and regulations affecting the Park,
  - (ii) the terms of this Permit as they affect public conduct in the Permit Area, and
  - (iii) all natural hazards in the Permit Area;
- (f) keep the Permit Area in a safe, clean and sanitary condition to the satisfaction of the Province and make safe, clean and sanitary any portion of the Permit Area that the Province may direct by notice to the Permittee;
- (g) remove from the Permit Area and the Park all garbage, debris and effluent resulting from its use of the Park and Permit Area under this Permit, except as otherwise permitted in the Management Plan Schedule;
- (h) report, in writing, to the Province the details of all accidents that occur in the Permit Area which cause bodily harm and require medical attention, as soon as practicable after the accident occurs;
- (i) undertake and pay for the initial search for and rescue of its clients;
- (j) not construct, erect, place, repair, maintain or alter any building, fixture, equipment, structure or improvement in the Permit Area except as may be permitted under this Permit or with the prior written consent of the Province;
- (k) take all reasonable precautions in order to prevent and suppress fires in the Permit Area;
- (l) not misrepresent, in the Province's opinion, its rights under this Permit in any advertisement, sign, circular or pamphlet and not post or distribute anything in the Park which advertises anything that the Permittee is permitted to do under this Permit, without the prior consent of the Province;
- (m) not remove, destroy, damage, disturb or exploit any natural resource (as that term is defined in the *Park Act*) or any archaeological or cultural artifact found in or on the Permit Area except as may be permitted by this Permit, and only then in accordance with the *Park Act* and all other applicable laws;
- (n) not cause or permit wilful or voluntary waste, spoil, damage or destruction within the Permit Area;
- (o) not offer equipment for sale, hire or rent, or solicit for business in the Park except as required or permitted by this Permit;
- (p) not interfere with public access in or to the Permit Area or interfere with the activities or operations of any other person in the Permit Area;
- (q) pay for or repair, as determined by the Province, any damage caused to the property of the Province by the Permittee, its employees, agents, contractors or licensees;
- (r) upon the expiration, cancellation or termination of this Permit;
  - (i) peaceably quit and deliver up possession of the Permit Area to give the Province;
  - (ii) remove all chattels and improvements of the Permittee from the Permit Area within 30 days of the expiration, cancellation or termination of this Permit, unless otherwise advised in writing, by the Province;
  - (iii) deliver to the Province possession of all equipment, furnishings, fixtures, chattels and improvements owned by the Province in a state of good repair and working order, and
  - (iv) restore the Permit Area to the satisfaction of the Province; and to the extent necessary, this covenant will survive the expiration, cancellation or termination of this Permit; and
- (s) comply with all provisions of the schedules to this Permit.

## ARTICLE VII - RIGHTS OF THE PROVINCE

- 7.01 The Province retains all rights in respect of the Park and Permit Area which are not expressly granted to the Permittee under this Permit, including, without limitation:
- (a) the right at all times for the Province, its authorized representatives, employees and agents to have unimpeded access over and along all portions of the Permit Area and to inspect any portion of the Permit Area;
  - (b) the right at all times to construct, repair, alter and maintain buildings, equipment, structures and improvements upon the Permit Area; and
  - (c) the right to grant further rights in respect of the Park and Permit Area, provided that such rights do not unreasonably impede, obstruct or compete with the rights of the Permittee under this Permit.

## ARTICLE VIII - NOTICE

- 8.01 Any notice, demand, consent or request 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 such document will be deemed to have been delivered, if mailed, eight days after the time of mailing except, in the case of a postal interruption, actual receipt is required.
- 8.02 Notwithstanding section 8.01, any notice to be given by the Province to the Permittee under this Permit will be effectively given if it is in writing and is posted in a conspicuous place on the Permit Area.

## ARTICLE IX - RENEWAL

- 9.01 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.
- 9.02 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.
- 9.03 The Permittee acknowledges that nothing in this Permit obligates the Province to renew this Permit and the Province's decision in that respect is entirely within its discretion.

## ARTICLE X - FINANCIAL GUARANTEE

- 10.01 The Permittee, in accordance with the Financial Guarantee Schedule, will deliver to the Province security for the performance by the Permittee of its obligations under this Permit. **NOT APPLICABLE**

## ARTICLE XI - MISCELLANEOUS

- 11.01 This Permit may be inspected by the public at such times and at such places as the Province may determine.
- 11.02 Time is of the essence in this Permit.
- 11.03 Nothing in this Permit will be considered to have been waived by the Province unless such waiver is in writing.
- 11.04 During the term of this Permit, the Permittee will be an independent contractor and not the agent, employee or partner of the Province.
- 11.05 All employees hired by the Permittee will remain at all times the employees of the Permittee and not of the Province and the Permittee will be solely responsible for the arrangement of reliefs and substitutions, pay, supervision, discipline, unemployment insurance, worker's compensation, leave and all other matters arising out of the relationship of employer and employee.
- 11.06 The Province will not be liable for any loss, damage, cost or expense resulting from the destruction of or damage to the Permittee's property or a disruption of the Permittee's operations under this Permit which results from strikes, flooding or other acts of God, vandalism, or any other interference to the Permittee's operations or property.

## ARTICLE XII - CANCELLATION

- 12.01 In the event that
- (a) the Permittee defaults in the payment of the Permit Fee or other money payable under this Permit, and the default continues for 7 days after the giving of written notice of the default by the Province to the Permittee;
  - (b) the Permittee fails to perform or observe any of the terms or conditions of this Permit, other than the payment of money, and the failure is not remedied within a period specified by the Province;
  - (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 Permit Area is damaged or destroyed by any cause;
  - (e) the Park is closed by the Province;
  - (f) the Permittee files a petition in bankruptcy, is adjudged bankrupt, is petitioned into bankruptcy, makes an assignment for the benefit of its creditors, becomes insolvent or takes the benefit or protection of any statute for bankrupt or insolvent debtors;
  - (g) any of the Permittee's assets is seized in execution from the Permit Area;
  - (h) the Permittee, its employees, agents, contractors or licensees performs any act which, in the opinion of the Province, affects the good standing or reputation of the Park, or adversely affects any other permit holder or park user within the Park;

the Province may cancel this Permit immediately by written notice to the Permittee.

- 12.02 In the event that the Permittee and the Province agree in writing to terminate this Permit, the parties will be released and discharged from their obligations under this Permit, except as otherwise provided in this Permit.
- 12.03 The obligation of the Permittee
  - (a) to pay the Permit Fee and other money payable under this Permit; and
  - (b) to comply with sections 4.01, 6.01(f), 6.01(q) and 6.01(r);
 will survive the expiration, cancellation or termination of this Permit.
- 12.04 The Permittee will not be entitled to any compensation from the Province, in damages or otherwise, in respect of a cancellation or termination of this Permit.

- 13.02 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.
- 13.03 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 enactments of the Province of British Columbia.
- 13.04 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.
- 13.05 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*.
- 13.06 All schedules to this Permit form an integral part of this Permit.

**ARTICLE XIII - INTERPRETATION**

- 13.01 In this Permit, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine, a corporation and body politic.

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.

**SIGNED and DELIVERED** on behalf of the **Permittee**  
(or by an authorized signatory of the Permittee if a  
Corporation)

\_\_\_\_\_  
Duly Authorized Representative

\_\_\_\_\_  
Signature of Permittee or Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# MANAGEMENT PLAN SCHEDULE

## PERMIT AREA DESCRIPTION

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

MAY REFER TO THE WEST NILE RESPONSE PLAN THOUGH IT WOULD BE GOOD PRACTICE TO LIST DETAILS OF THE LOCATION OF TREATMENT IN A PARK OR LIST OF PARKS PROTECTED AREAS AND ECOLOGICAL RESERVES HERE

## PURPOSE

This Permit is issued to the Permittee for PURPOSES RELATED TO THE (NAME LOCATION OR AGENCY) WEST NILE RESPONSE PLAN

## SPECIAL PROVISIONS