

PEACE RIVER REGIONAL DISTRICT
REGIONAL PARKS COMMITTEE MEETING
A G E N D A

for the meeting to be held on August 25, 2015 in the
Regional District Office Boardroom 1981 Alaska Avenue,
Dawson Creek, BC, commencing at 1 p.m.

1. Call to Order:
2. Director's Notice of New Business:
3. Adoption of Agenda:
4. Adoption of Minutes:
M-1 Regional Parks Committee Meeting Minutes of June 11, 2015.
5. Business Arising from the Minutes:
6. Delegations:
7. Correspondence:
8. Reports:
R-1 August 18, 2015 - Trish Morgan, General Manager of Community and Electoral Area Services - Cactus Trails License of Occupation.
R-2 August 19, 2015 - Trish Morgan, General Manager of Community and Electoral Area Services - Recreational Trails Grants-in-Aid Policy Amendment.
R-3 August 20, 2015 - Jill Rickert, Community Services Coordinator - Moose ATV Project Amendment - 2014 Recreational Trails Grants-in-Aid (more information to be distributed at the meeting).
9. New Business:
10. Adjournment:



**PEACE RIVER REGIONAL DISTRICT
REGIONAL PARKS COMMITTEE
MEETING MINUTES**

M-1

DATE: June 11, 2015
PLACE: Regional District Office Boardroom, Dawson Creek, BC
PRESENT: Directors
Director Dan Rose, Meeting Chair
Director Fraser
Director William Plowright
Director Don McPherson
Staff
Trish Morgan, Manager of Community Services

Call to Order: The meeting was called to order at 5:42 p.m.

Notice of New Business: None

ADOPTION OF THE AGENDA:

MOVED by Director Fraser, SECONDED by Director Plowright,
that the Regional Parks Committee agenda for the June 11, 2015 meeting including additional items,
be adopted.
Call to Order
Director's Notice of New Business
Adoption of the Agenda
Minutes
M-1 Regional Parks Committee Meeting Minutes of March 12, 2015
Business Arising from the Minutes:
Reports
R-1 June 10, 2015 report from Trish Morgan, Manager of Community Services regarding Spencer Tuck
Regional Park boat launch and maintenance contractor.
New Business
Items for Information
Adjournment

CARRIED.

MINUTES:

M-1
Meeting Minutes from
March 12, 2015

MOVED by Director Fraser, SECONDED by Director McPherson,
that the Regional Parks Committee Meeting Minutes of March 12, 2015 be adopted.

CARRIED.

REPORTS:

R-1
Spencer Tuck Park boat
launch and contractor

Committee members were advised that historically the Regional District contracted with the Moberly Lake Volunteer Fire Department to provide maintenance services at the Spencer Tuck Regional Park. The Fire Department has advised that they no longer wish to continue providing this service. In order to provide a fair and equal opportunity for individuals/businesses in the area the Regional District issued a tender requesting interested individuals/companies to supply maintenance and cleaning services at the Park. One tender was received with the tender price exceeding what had been budgeted. Secondly in 2010 \$10,000 had been budgeted for repairs to the boat launch at Spencer Tuck. It was noted that these repairs are a high priority.

August 25, 2015

REPORTS (continued):

R-1 (continued) Staff is recommending that the cost of the boat launch repairs be allocated to the Safety/ Danger Tree
Spencer Tuck Park boat Removal budget line item. This will allow for the cost increase for the maintenance contractor and
launch and contractor repairs to the boat launch while remaining on budget for the service function.

MOVED by Director Fraser, SECONDED by Director Plowright,

- a) That the Regional Parks Committee approve repairs to the Spencer Tuck boat launch with funds coming from the Safety/Danger Tree Removal line item in the Regional Parks budget; and
- b) that the Spencer Tuck Park contract be awarded to TNR Sales and Service Ltd., Moberly Lake, BC in the amount of \$10,800 (excluding GST) to provide maintenance services as it is consistent with the Regional District's purchasing policy that Board approval is not required for items under \$50,000 where funds have been approved in the Annual Financial Plan.

CARRIED.

Adjournment MOVED by Director Fraser, SECONDED by Director McPherson,
that the meeting adjourn.

CARRIED.

The meeting adjourned at 5:50 p.m.

Director Rose, Chair

Trish Morgan.
Manager of Community Services



Peace River Regional District REPORT

R-1

To: Regional Parks Committee

Date: August 19, 2015

From: Trish Morgan, General Manager of Community & Electoral Area Services

Subject: Cactus Trails License of Occupation

RECOMMENDATION(S):

- 1) That the Regional Parks Committee recommend to the Board of Directors that the Regional District enter into a 15 year licence of occupation with the BC Finance Transportation Authority for the purpose of providing public recreation in the area known as the Cactus Trails and that the Chair and Chief Administrative Officer be authorized to sign the agreement.
- 2) That the Regional Parks Committee recommend to the Board of Directors that upon execution of the licence of occupation for the Cactus Trails, that staff be authorized to develop a sub-lease for the Board's consideration that will provide for the Blizzard Bike Club to operate and maintain the trails and property on behalf of the Regional District.

BACKGROUND/RATIONALE:

The Blizzard Bike Club has operated the Cactus trails along the Cecil Lake Road, adjacent to the former Beaton Regional Park site, for more than six years. The property upon which they operate is owned by the BC Transportation Finance Authority (BCTFA), which is a Crown Corporation that acquires and holds lands for the development of transportation infrastructure. In February the BCFTA was approached by the Blizzard Bike Club requesting a formal licence to use the property for non-motorized trails. The BCFTA is in favour of licensing the property, however, they require the licence holder to be a local government rather than a non-profit and thus would prefer to licence the property to the Peace River Regional District (PRRD) rather than the Club. The BCFTA does not plan any future development of this parcel.

Currently the trails are located on three types of properties:

- private land owned by BCTFA
- private land owned by residential property owners
- Crown land

Should the PRRD enter into a licence of occupation with the BCTFA, the PRRD will in-turn sub-lease the property to the Blizzard Bike Club – similar to our arrangements with the Goodlow Community Club and Halfway-Graham Community Club (for example). Once this licence is in place, staff can then work with the group to determine how or if both parties can work with the residential property owners to the north where a small portion of the trails are located. With regard to the Crown land portion, the Club is currently working on obtaining a Recreation and Trails Sites BC Agreement with the Province and does not require any assistance from the PRRD in this matter.

Staff Initials:

Dept. Head: *T. Morgan*

CAO:

Ch. Birk

Page 1 of 2

STRATEGIC PLAN RELEVANCE:

“1.6.2 Support the ongoing development and maintenance of public trail networks by non-profits societies.”

FINANCIAL CONSIDERATION(S): The cost of the licence is a one-time \$1,500 fee which can be provided for under “Miscellaneous” in the Regional Parks budget in 2015. Once the licence of occupation is executed the Regional District will include in the sub-lease with the group an annual fee to recover the cost.

COMMUNICATIONS CONSIDERATION(S): Once all agreements have been executed, the Board may wish to issue a joint press release with the Province of BC and the Blizzard Bike Club in order to inform the public of the status of the property.

OTHER CONSIDERATION(S):

Please see the following attachments:

- 1) Expression of Interest from the Blizzard Bike Club
- 2) June 3, 2015 Minutes from the Blizzard Bike Club
- 3) Licence Terms Sheet
- 4) Licence of Occupation
- 5) Letter of Intent from BCFTA
- 6) Map



Blizzard Bicycle Club
www.blizzardbikeclub.com
10109 95 Ave,
Fort St John, BC V1J 1H9

R-1

June 24, 2015

Peace River Regional District

PO Box 810, 1981 Alaska Avenue

Dawson Creek, BC V1G 4H8

Attention: Trish Morgan, Manager of Community Services

Direct: 250-784-3218

Cell: 250-219-3000

Trish.Morgan@prrd.bc.ca

Cactus Trails - Mountain Bike Trail Expression of Interest

Dear Mrs. Morgan,

On behalf of the Blizzard Bicycle Club (BBC) we would like to thank you for meeting with us on May 29, 2015 to discuss the Cactus Trails. As discussed at that meeting this letter has been prepared to express the BBC's interest in entering into a sub-lease with the Peace River Regional District (PRRD) for the lands encompassing the Cactus Trails. The land covered by the existing Cactus Trails has three types of ownership:

1. Private land owned by the BC Transportation Finance Authority (BCTFA) (South ½ of Section 13, Township 84, Range 18, West of the 6th Meridian and the South ½ of Section 14-84-18 W6M);
2. Private Land owned by [REDACTED] (North ½ of Sec. 13-84-18 W6M);
3. Crown Land (Southwest ¼ Sec. 18-84-17 W6M)

It is the first two portions of private land that are the subject of this request. The crown land will be subject to a Section 56 & 57 recreational trail permit under the *Forest and Range Practices Act*, through a Partnership Agreement with Recreation Sites and Trails BC (RSTBC). The PRRD will seek a licence/lease (or equivalent mechanism) through the BCTFA for the use of the first portion of private land and seek an easement/statutory right of way with the private landowner for the second north portion. The BBC is confirming to the PRRD that they wish to enter into a sub-lease (or equivalent mechanism) of these lands to develop, operate and maintain the Cactus Trails.

The BBC was the original creator of the trails through its members, volunteers and other members of the community and other interest groups. This letter will outline the history of the BBC and the Cactus Trails to demonstrate our claim on the right to use and maintain these trails, as well as present the value added to the Regional District and the community of Fort St. John. Currently there are no registered Mountain Bike Trails north of Burns Lake in British Columbia, so these trails represent an enormous benefit to the community of mountain bikers. In addition, we will illustrate how other user groups, hikers, trail runners, nature walkers, geo-cachers, church groups, the cadets and the general public enjoy and benefit from the hard work that the BBC puts into developing and maintaining these trails.

History

The Blizzard Bicycle Club

The Blizzard Bike Club was started in 1982 and we were incorporated under the Society's Act in 1985. Currently, we are affiliated with the Alberta Bicycle Association (ABA) and the Canadian Cycling Association (CCA). The switch to the ABA was made in 1997 because the Alberta events are much more accessible to this region. BC events were too far away making weekend travel impossible.

Generally we have anywhere from 60 to 100 riders listed annually as members which makes the Blizzard Bike Club one of the top three clubs in BC. We are very active, all year round. We have a tremendous amount of expertise available for new riders. There are club coaches for road cycling, time trials, randonneuring, mountain biking, cyclocross and triathlons, running, swimming and bike maintenance.

We have been a highly successful racing club over the years. We have had a number of provincial champions and Blizzard's have also won numerous medals at both the BC Summer Games competitions and BC Seniors' games events.

Following our Annual General Meeting on May 6, 2015, the board of directors for the Blizzard Bicycle Club (Society Incorporation Number S-0021897) is as follows:

TITLE	NAME	ADDRESS
President	Kevin Shaw	13179 Lakeshore Dr, Box 494, Charlie Lake BC V0C 1H0
Vice president	George Gamble	10423 - 98 ST, Box 3, Taylor, BC V0C 2K0
Vice president	Robert Sapp	8603-91 ST, Fort St John, BC V1J 7H6
Treasurer	Hilda Bilodeau	11278 - 273 RD, BOX 689, Charlie Lake, BC V0C 1H0
Secretary	Pat Ferris	11304-93 ST, Fort St John, BC V1J 3K4
Director	Adam Currie	10203-109 AVE, Fort St John, BC V1J 4N5
Director	Patricia Ferris	11304-93 ST, Fort St John, BC V1J 3K4
Director	Gary Hilderman	10512-88A ST, Fort St John, BC V1J 5X9
Director	Wim Kok	9616-105TH AVE, Fort St John, BC V1J 2M1
Director	Dian Loro	9015-87 AVE, Fort St John, BC V1J 7H3
Director	Sandra McDonald	13148 Paradise ST, BOX 99, Charlie Lake, BC V0C 1H0
Director	Richard Wood	C/O N.P.Y.C RR 1, 13659-267C RD, Fort St John, BC V1J 4M6
Director	Dan Webster	10616-104 ST, Fort St John, BC V1J 5C4
Director	Ian Watt	8008-95 AVE, Fort St John, BC V1J 1G6
Director	Nicki Haugan	11008-110ST, Fort St John, BC V1J 0J7
Director	Ben Dawson	8703-85AVE, Fort St John, BC V1J 0E7
Director	Heather Mcracken	9938 Neufeld Rd, RR1, Site 5, Comp 34, Fort St John, BC V1J 4M6

On June 3rd, 2015 the BBC had a regular monthly meeting and voted in favour to present this of intent letter to the PRRD to request we sub-lease the trails through the regional district.

The Cactus Trails

Originally the BBC held mountain bike races at Beatton Park, Mud Creek (near Big Bam Ski Hill) and some of the other trails along the Beatton River. However we were looking to expand our available trails and mountain biking experience and in 2010 a small group of volunteers looked at the Beatton River Valley and expanding the existing trail network on the south-facing drier slopes.

The trails began with straightening out some existing trails and game trails, on a small loop centered on the existing staging area. The trails currently comprise ~15 kms, of single track loops that are approximately 1-2 m in cleared width, with a running width of 0.5 to 1 m. The trails are situated on private land owned by the BC Transportation Finance Authority (S ½ Sec. 13-84-18 W6M), [REDACTED] (NW ¼ Sec 13-84-18 W6M and a small piece of crown land (SW ¼ Sec. 18-84-17 W6M). It is the private land portions that the BBC is looking to sublease from the PRRD.

Trail Construction and Maintenance

The trails were built as volunteers identified potential routes, with substantial work taking place to upgrade them to the International Mountain Bike Association (IMBAs) standards for single track cross country trails. There are currently no technical features with three bridges constructed to allow access across a number of small ephemeral draws in the valley slopes. This includes a 15 metre bridge spanning a large dry gulch at the west end, which was installed in 2014 by BBC volunteers and the local army cadets.

In order to keep the trails in good shape, i.e. prevent erosion and control vegetation, manage deadfall, weekly maintenance is required. Currently all of the trail development and maintenance is done by volunteers. Rakes, shovels and other hand tools are used to maintain the trail surface and control erosion, while lawnmowers, weed whackers and brush saws are used to control vegetation. A variety of erosion control measures, such as log retaining walls, water diversions and rock placement are used.

Value to the Community

The Cactus Trails offer ~15 kms of single track cross country mountain bike trails, the only official trails in northern British Columbia. The BBC holds weekly mountain bike races every Monday night at 7PM during the summer months. The 6 hour "Cactus Death" Mountain Bike Race is an area favorite held in late June every year. Coach training rides are often organized for Saturday afternoons and club members and other mountain bikers in the community use the trails on a consistent basis. However, even though it is the mountain bikers that have developed and maintain the trails, they are also used by a much larger user base, including: hikers, runners, nature lovers and families out for a casual hike. Over a weekend up to 200 people are known to frequent the trails, with only 5-10% of these being the mountain bikers that develop and maintain them! The residual benefit from these activities is obvious and appreciated in the local community. In addition the following community groups have been known to organize events and outings to the Cactus Trails:

- The Army Cadets
- Church Youth Groups
- Sub-Zero Running Club
- FSJ Triathlon Club

Many mountain bikers from other parts of Canada working in Fort St. John bring their bikes with them specifically for the opportunity to run these trails which have been described as "top notch, as good as any trails in southern BC". The local health care groups use the Cactus Trails as a selling feature to try and attract doctors to our region as well!

Future Commitment

The BBC acknowledges that the PRRD must first resolve through its Board of Directors to authorize its staff to negotiate with the private landowners (BCTFA and [REDACTED]) to obtain the required licences/leases for this land and then determine a mechanism to "sub-lease" the said lands to the BBC. This letter has outlined the BBC intent in seeking the right to develop, operate and manage the Cactus Trails and we further acknowledge that additional information will be required, which may include but is not limited to:

- Management Plan – Cactus Mountain Bike Trails;
- Fee Schedule (\$150 annual fee);
- Insurance Requirements: Commercial General Liability Insurance, BBC Directors and Officers Insurance and requirements for "other user groups" to obtain liability insurance for non-club sanctioned events;
- Annual Report;
- Agreed standards for construction and maintenance of the trails (to comply with IMBA standards and RSTBC guidelines – attached as an appendix for amendment as required to the management plan).

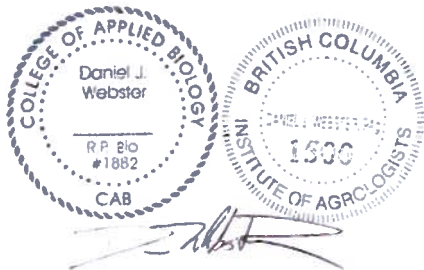
The BBC will prepare this information for the PRRD upon receipt of confirmation that the PRRD has entered into licence/lease agreements with the private landowners.

Thank you in advance for your time and consideration in this matter. If there are any questions or clarifications required with the contents of this letter, please feel free to contact the undersigned via email at: dwebster@eco-web.ca or blizzardbikeclubfsj@gmail.com.

Sincerely,

Prepared by:

Reviewed by:



Dan Webster
Director
Blizzard Bicycle Club

Kevin Shaw
President

Blizzard Bicycle Club – Monthly Meeting Minutes June 3, 2015

Attendees: Adam, Gary, Robert, Kevin, Matt, Ben, Pat, Jolea, Hilda, Dawit, George, Irvin, Ian, 'kids'
June 3 2015 CTO 9:13 by pres Kevin Shaw at 'Good Old Dayz'
May Minutes circulated, Treasurers \$1740, Memberships: 67
Correspondence: Ken Nix says hi from Grand Forks

Reports:

- Road: Good turnouts
- Time trial: Good turnouts. Thanks Kim T for timing almost all of them so far. (Others to help?)
- Mountain bike: Ian stepping down as coordinator so Adam Currie/Robert Sapp to split the job. Monday June 8th first race.
- Cactus Death: Gary has a budget and will get together with Dan
- Duathlons: Tiny turnouts (4-5) Not sure where the triathloners went. Great training, simple venue for newbies. Possible fewer, longer events next year?
- Coach Rides? Coach Ben suggests Tuesday club rides 7 pm from College parking lot to encourage riders to participate while getting drafting training. Must be club members.

Business Arising:

- On-Line registration working and complete. Kevin will make reports available to Hilda treasurer/memberships person.

New Business:

- Motion by Pat Ferris:

"Blizzard Bike club authorizes Dan Webster on behalf of the club to submit a request to the PRRD for the sub-lease of the Cactus Trails as well as any negotiation's on our behalf. The club will still need to make final approval." Sec Adam/C

(Spirited discussion on whether the club is in the trail operations and maintenance business. Can we afford the time and money for the next decade to do it? Should there be a separate trail entity, either separate or a sub of the Blizzards to do this? Are the Blizzards subsidizing a large recreational project used by the City/Region and other non-paying users? With trail registration should the club get an equipment pool for the trails instead of relying on volunteer personal trail equipment ie lawn mower/weed cutters?)

- Motion by George Gamble:

"Gary Hilderman to get his Stihl weed gas engine saw repaired to a max. of \$600. (This saw was only used the Cactus Trail work over the past few years)

Secunder: Ian/C

- Robert and Gary to come up with a trail equipment budget for next meeting.
 - Gary suggested we keep our ears to the ground for any monies or sponsorships we might hear of, especially our own employers might have to offer. You never know until you ask.
 - Irvin offered a donation from Shoppers Drug Mart as well as water. (thank you Irvin!)
- Adjournment: George Gamble 8:20 PM



June 10, 2015

LIS File: 1439-000

Peace River Regional District
1981 Alaska Avenue
Dawson Creek, BC
V1G 4H8

Re: Portion North of Cecil Lake Road of PARCEL A (98052M) OF THE SOUTH ½ OF SECTION 13 TOWNSHIP 84 RANGE 18 WEST OF THE 6TH MERIDIAN PEACE RIVER DISTRICT, EXCEPT PLAN 21956 (PID: 010 874 275)

Premises	See attached Schedule A
Term	10 Years 15 Years
Termination Date	July 31, 2025 July 31, 2030
Lease Commencement Date	August 1, 2015
Rent	\$1500 for term + applicable taxes
Operating and Maintenance Costs	Tenant Responsibility
Property Taxes	Tenant Responsibility
Utilities	Tenant Responsibility
Subleasing	Subject to MOTI approval.
Additional Condition 1:	Applicant is responsible for all maintenance costs. It is the responsibility of the PRRD to supply on-going maintenance to the property which keeps the trail safe.
Additional Condition 2:	PRRD carry \$5,000,000,000 of liability insurance which indemnifies the MOTI.
Additional Condition 3:	PRRD to erect sign indicating that this is a "use at your own risk" area.
Additional Condition 4:	This property is held for transportation purposes, if the MoTI needs this property the MoTI may terminate this agreement at any time with 90 days written notice.
Additional Condition 5:	The costs of any additional improvements associated with this recreational trail system are the responsibility of PRRD. Any additional improvements are subject to written approval from the MOTI.

If you wish to discuss this matter further, please do not hesitate to contact me at (250)356-9719.

Yours truly,

Daniel Green
Land Project Manager

Attachment(s): Schedule A

Schedule A: License Area is indicated in bold red



THIS AGREEMENT is dated for reference July 27, 2015 (the "Reference Date")

BETWEEN:

BC TRANSPORTATION FINANCING AUTHORITY, a corporation continued under the *Transportation Act*
(the "BCTFA")

AND:

PEACE RIVER REGIONAL DISTRICT

(the "Licensee")

(collectively, the BCTFA and the Licensee, are herein referred to as the "parties")

WHEREAS:

- A. The BCTFA is the registered owner in fee simple of the Land and is holding the Land for future transportation purposes.
- B. The Licensee wishes to use and occupy the Land for the purpose of the Trail Project and the BCTFA has agreed to permit it to do so in accordance with the terms and conditions of this Agreement.

For valuable consideration, the parties agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 In this Agreement,

"**Agreement**" means this licence of occupation and all of the schedules attached to it;

"**Commencement Date**" means September 1, 2015;

"**Disposition**" includes without limitation a lease, permit, licence of occupation, easement, right of way or statutory right of way;

"**Fee**" means the fee set out in Article 3;

"**Improvements**" means the works including without limitation, infrastructure, facilities, structures, systems, installations, foundations, trails (including without limitation tracks, paths and ways) footings, shoulders, walls, barriers, fencing, waste bins, signage (regulatory or otherwise), native plantings (including without limitation such plantings for bank stabilization), ditching, drainage, containment, filling, grading, erosion control devices, safety markings, and other things, components, and appurtenances over, on, across, or

under the Land necessary for the purpose of the Trail Project;

"Land" means that part of the lands and premises legally described as follows:

Parcel Identifier: 010 874 275

Legal Description: That Portion North of Cecil Lake Road of PARCEL A (98052M) OF THE SOUTH ½ OF SECTION 13 TOWNSHIP 84 RANGE 18 WEST OF THE 6TH MERIDIAN PEACE RIVER DISTRICT, EXCEPT PLAN 21956,

and situated north of Cecil Lake Road as designated in bold red line on the image attached as Schedule "A" to this Agreement;

"Taxes" means all taxes, rates, levies, fees, duties, charges and assessments lawfully levied or charged, at any time, by any competent governmental authority (federal, provincial or local) in connection with the Land, the Improvements, the Trail Project, the Fee, or the Licensee's use or occupation of the Land, or any part thereof;

"Term" means the period of time set out in section 2.2; and

"Trail Project" means the administration, management and operation of one or more trails for pedestrian or bicycle recreational access, passage and use by any person, including without limitation, invitees, participants in any organized or unorganized event, or generally any member of the public, and includes without limitation, the installation, construction, reconstruction, provision, undertaking, performance, repair and maintenance of the Improvements,

other terms with initial capital letters will have the meanings expressly given to them in this Agreement.

ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, the BCTFA grants the Licensee a licence of occupation over the Land for the purpose of the Trail Project.
- 2.2 The Term of this Agreement commences on the Commencement Date and terminates on July 31, 2030, or on such date of earlier termination or cancellation as may be established in accordance with this Agreement.
- 2.3 This Agreement does not grant to the Licensee any proprietary or property rights or interests in the Land or any part thereof, including without limitation any exclusive use or occupancy of the Land or any part thereof.

ARTICLE 3 - FEE

- 3.1 The Licensee will deliver to the BCTFA by not later than the Commencement Date, the sum of \$1,500.00, as the Fee, payable in advance, for the Term, together with the tax imposed under Part IX of the *Excise Tax Act* (Canada) which is payable on such amount.

ARTICLE 4 - COVENANTS

- 4.1 The Licensee will
 - (a) pay, when due,
 - (i) the Taxes, and
 - (ii) all payments of any kind including without limitation, charges, fees, payments and assessments

(including without limitation for electricity, gas, water and other utilities supplied to or in connection with the Land, the Trail Project or the Improvements, or any part of any of them) arising, incurred, imposed or levied in connection with or as a result of this Agreement, the Trail Project, the Improvements or the Licensee's use or occupation of the Land or any part thereof;

- (b) deliver to the BCTFA, immediately upon demand, receipts and any other evidence, to the reasonable satisfaction of the BCTFA, of the payment of the Taxes, the charges described in section 4.1(a)(ii) of this Agreement and all money required to be paid by the Licensee under or in connection this Agreement;
- (c) observe, abide by and comply with and ensure the observance, abidance and compliance with and not do or suffer to be done anything contrary to
 - (i) all applicable laws, bylaws, orders, directions, ordinances, regulations and requirements of any competent governmental authority (federal, provincial or local) or governmental or other agency in any way relating to or applicable to the Licensee, this Agreement, the Land, the Trail Project, and the Improvements, or any of them, , including without limitation any such laws, bylaws, orders, directions, ordinances, regulations and requirements relating to occupational health and safety or the environment, and
 - (ii) the terms and conditions of this Agreement;
- (d) keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to the BCTFA, and at the BCTFA's written request, make the Land and the Improvements safe, clean and sanitary;
- (e) not commit or suffer any wilful or voluntary waste, spoil or destruction on the Land or do or suffer to be done anything on the Land that may be or become a nuisance or annoyance to an owner or occupier of land in the vicinity of the Land;
- (f) enter on, use and occupy the Land only in accordance with this Agreement and only for the Trail Project ;
- (g) not construct, place or affix any Improvement on or to the Land except with the BCTFA's prior written approval, provided that any such approval does not constitute and will not be construed as constituting any adoption, representation, guarantee or warranty, express or implied or any kind of assurance whatsoever as to the state, condition, design, operation or fitness of purpose or suitability for use of any such Improvement or of the Land (or part thereof) and provided further that the Licensee will:
 - (i) provide all information and documentation necessary to enable the BCTFA to reasonably consider any request by the Licensee for approval,
 - (ii) ensure that the such information and documentation is true, correct, complete and accurate in all material respects, and
 - (iii) provide such information and documentation expressly with the knowledge and intention that the BCTFA will be entitled to and will rely thereon for all purposes under or in connection with this Agreement;
- (h) without limiting any other term of this Agreement including section 4.1(a), pay all accounts and expenses as they become due for labour or services performed on, or materials supplied to, the Land except for money that the Licensee is required to hold back under the *Builders Lien Act*;
- (i) if any claim of lien over the Land is made under the *Builders Lien Act*, immediately take all steps necessary to have the lien discharged;
- (j) not cut or remove timber on or from the Land other than
 - (i) to address an unsafe condition; or

- (ii) as is necessary and lawful for the Trail Project, and
- (iii) in accordance with an agreement issued to the Licensee under the *Forest Act* to permit the harvest of Crown timber on the Land unless the minister responsible for the *Forest Act* permits the harvest of timber on the Land without the issuance of an agreement under the *Forest Act*;
- (k) permit the BCTFA, or its authorized representatives, to enter on the Land at any time and from time to time, for any purpose including without limitation in connection with this Agreement, the Trail Project, the Improvements, or the use and occupation by the Licensee of the Land;
- (l) indemnify and save the BCTFA and Her Majesty the Queen in Right of the Province and their respective servants, employees, officers, directors and agents, and each of them, harmless against all claims, demands, actions, causes of action, losses, damages, fines, penalties, costs and liabilities, including fees of solicitors and other professional advisors, arising out of or in connection with the Trail Project, the Improvements, or this Agreement including without limitation
 - (i) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of or as a result of Trail Project or the Licensee's entry upon, use or occupation of the Land, and
 - (ii) without limiting paragraph (ii), any environmental liability arising in connection with any circumstance situated or existing on or off the Land and related to the Trail Project, the Improvements, this Agreement or the Licensee's entry upon, use or occupation of the Land, including, without limitation, any contamination or any liability related to any toxic, hazardous, dangerous or potentially dangerous substances migrating from the Land,

and the amount of all such losses, damages, fines, penalties, costs, expenses and liabilities will be payable to the BCTFA immediately upon demand, and such indemnity will survive the expiration or termination or cancellation of this Agreement; and

- (m) on the termination of this Agreement,
 - (i) peaceably quit and deliver to the BCTFA possession of the Land and, subject to paragraph (ii), the Improvements in a safe, clean and sanitary condition (including, without limitation, free of any contamination or toxic, hazardous, dangerous or potentially dangerous substances described in this Agreement),
 - (ii) within 60 days of termination of this Agreement, remove from the Land any Improvement that the BCTFA, in writing, directs or in writing permits the Licensee, on request of the Licensee, to remove, and
 - (iii) restore the surface of the Land as nearly as may reasonably be possible to the same condition as it was on the Commencement Date, to the BCTFA's reasonable satisfaction, ,

and all of the Licensee's right, interest and estate in the Land, if any, will be absolutely forfeited to the BCTFA, and to the extent necessary, this covenant will survive the termination of this Agreement;

- (n) not permit, allow or otherwise suffer any works, circumstances, activities, entry, use, or passage on, over, under, across, or in connection with the Land that is in breach of any term or condition of this Agreement;
- (o) not permit, allow or otherwise suffer any person including without limitation any contractors, subcontractors, licensees, invitees or any member of the public to undertake, carry out or engage in any

works, activities, uses on, over, under, across or in connection with the Land that is in breach of any term or condition of this Agreement;

- (p) erect, install and maintain signage clearly and effectively notifying all persons that entry on, access to, use of or passage over the Land including any trail or trails is entirely at one's own risk;
- (q) in such a manner as the Licensee considers necessary, exercising the standard of care, expertise, skill and diligence required in law, deliver the Trail Project and any part thereof so as to reasonably safeguard the health and safety of all persons.

- 4.2 The Licensee agrees that in consideration of the sum of \$1.00 and other valuable consideration now paid by the BCTFA to the Licensee (the receipt and sufficiency of which is hereby acknowledged by the Licensee), the Licensee hereby releases, acquits and forever discharges the BCTFA and Her Majesty the Queen in Right of the Province and their respective servants, employees, officers, directors and agents, and each of them, from and against from and against all claims, demands, actions, causes of action, losses, damages, fines, penalties, costs, expenses and liabilities which may be brought or may arise directly or indirectly, out of or in connection with the Trail Project, the Improvements, or this Agreement including without limitation any environmental liability, and such release will survive the expiration or termination or cancellation of this Agreement;

ARTICLE 5 - LIMITATIONS

- 5.1 The License acknowledges and agrees that

- (a) the BCTFA is under no obligation, express or implied, to provide, facilitate, maintain or improve access or services of any kind whatsoever, including without limitation public or private accesses, ways, highways or parking areas, or utilities of any kind whatsoever, or financial assistance or contribution of any kind whatsoever to or in connection with the Land, the Trail Project or the Improvements;
- (b) the BCTFA may, without the Licensee's consent, make or grant Dispositions of or over the Land, or any part thereof;
- (c) without limiting any other term of this Agreement including section 4.1(l) and section 4.2, the Licensee will make no claim whatsoever, including for compensation, in damages or otherwise, in respect of a Disposition referenced in subsection (b);
- (d) all of the Licensee's costs and expenses, direct or indirect, that arise out of any interference with its rights under this Agreement as a result of a Disposition referenced in subsection (b) will be borne solely by the Licensee;
- (e) without limiting any other term of this Agreement including section 4.1(l) and section 4.2, the Licensee releases and discharges the BCTFA from all claims for loss or damage arising directly or indirectly out of any interference with the Licensee's rights under this Agreement as a result of a Disposition referenced in subsection (b);
- (f) the Licensee will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (g) without limiting any other term of this Agreement including section 4.1(m) any interest the Licensee may have in any of the Improvements ceases to exist and will be absolutely forfeited to and becomes the property of the BCTFA upon the termination of this Agreement; and

ARTICLE 6 - INSURANCE

6.1 The Licensee will at its expense, obtain and maintain during the Term

- (a) Commercial General Liability Insurance including non-owned automobile and contractual liability insurance with inclusive limits of not less than \$5,000,000.00 for bodily injury, death or property damage arising from any one accident or occurrence which insurance policy will indemnify the named insureds under the policy for all sums which the insured may become liable to pay or pays for bodily injury, death or property damage or for loss of use, arising directly or indirectly out of or resulting directly or indirectly out of the acts or omissions of the parties under this Agreement which must be endorsed as follows:

"It is understood and agreed that Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure (the "Province"), together with the employees, agents (including the BC Transportation Financing Authority and its officers, directors, employees, servants and agents), and servants of the Province (the "Additional Named Insureds"), are each added as an Additional Named Insured, in respect of liability arising from the work or operations of the insured and each Additional Named Insured, in connection with contracts entered into between the insured and the Additional Named Insured.

The Insurance as is afforded by this policy will apply in the same manner and to the same extent as though a separate policy had been issued to each insured. Any breach of a condition of the policy by any insured will not affect the protection given by this policy to any other insured. The inclusion herein of more than one insured will not operate to increase the limit of liability under this policy.";

- (b) if vessels are owned, leased or rented or used in the performance of this Agreement by or on behalf of the Licensee and are not covered under the general liability policy, the Licensee will provide Protection and Indemnity insurance with limits of not less than \$5,000,000.00 for such vessels and will include four-fourths collision liability insurance,
- (c) if any licensed vehicles are owned, leased, rented or used by the Licensee in the performance of this Agreement, Automobile Liability Coverage with inclusive limits of not less than \$5,000,000.00 providing third party liability and accident benefits insurance for all such vehicles, and

which, in the case of the policies of insurance described in subsections (a), (b) and (d), must include endorsements or provisions that they may not be cancelled, reduced, altered or materially changed without the insurer or insurers giving not less than 30 days' prior written notice to the BCTFA by registered mail, which endorsements must be in terms comparable to those normally obtainable from insurers in the Province of British Columbia or Canada issuing comparable policies.

6.2 All insurance required to be obtained and maintained by the Licensee under this Agreement must be placed with an insurer or insurers acceptable to the BCTFA and licensed to transact business in British Columbia or Canada and, the Licensee will, under the insurance required to be maintained by it under this Agreement,

- (a) pay all deductibles;
- (b) not exclude hazardous operations such as excavation, pile driving, shoring, blasting, under-pinning or demolition work or any other operation or work from insurance coverage;
- (c) deliver to the BCTFA, on the Commencement Date, on the renewal of the insurance and at as may be required by the BCTFA from time to time

- (i) for all policies except Automobile Liability Insurance, a completed and executed certificate of insurance in a form acceptable to the BCTFA (as of the Commencement Date, such form is entitled "Certificate of Insurance" and is numbered H-111), and
 - (ii) evidence of Automobile Liability Insurance in the form of a duly executed Insurance Corporation of British Columbia APV47 or APV250 form or a copy of the vehicle registration/insurance certificate;
 - (d) on the BCTFA's request, deliver to the BCTFA evidence that the insurance remains in force and effect by way of the originals or certified copies of all current insurance policies and endorsements.
- 6.3 The Licensee acknowledges and agrees that, in the event of any third party loss or damage or any physical loss or damage to the Land (and the Licensee's associated apparatus, improvements or fixtures), the settlement or payment by the insurer of the subsequent claim will be made without the right of subrogation against the BCTFA or Her Majesty the Queen in Right of the Province of British Columbia or those for whom the BCTFA and Her Majesty the Queen in Right of the Province of British Columbia are legally obligated to indemnify against such claims.

ARTICLE 7 - ASSIGNMENT

- 7.1 The Licensee will not sublicense, assign, mortgage or transfer this Agreement or any interest in this Agreement, in whole or in part, or grant a license or permit to any person to use or occupy the Land, or any part thereof, without the BCTFA's prior written consent, conditioned or otherwise, which consent the BCTFA may withhold in its sole discretion.
- 7.2 Prior to considering a request for consent under section 7.1, the BCTFA may require the Licensee to meet certain conditions, including without limitation, that it provide to the BCTFA a "site profile", "preliminary site investigation" or "detailed site investigation" (as those terms are defined in the *Environmental Management Act*) and or other investigation or assessment of the Land, or any part thereof.

ARTICLE 8 - TERMINATION / CANCELLATION

- 8.1 The BCTFA may, in its sole discretion, and with or without entry, terminate this Agreement:
- (a) if the Licensee
 - (i) defaults in the payment of any money payable by it under this Agreement, or
 - (ii) fails to observe, abide by and comply with any term or condition of this Agreement (other than the payment of any money payable by it under this Agreement),
 and its default or failure continues for 60 days after the BCTFA gives written notice of the default or failure to the Licensee,
 - (b) if, in the BCTFA's opinion, the Licensee fails to make diligent use of the Land for the purposes set out in this Agreement, and its failure continues for 60 days after the BCTFA gives written notice of the failure to the Licensee;
 - (c) if the Licensee

- (i) becomes insolvent or makes an assignment for the general benefit of its creditors,
 - (ii) commits an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against it or it consents to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging it bankrupt under any law relating to bankruptcy or insolvency, or
 - (iii) voluntarily enters into an arrangement with its creditors;
- (d) if the Licensee is a corporation,
- (i) a receiver or receiver-manager is appointed to administer or carry on its business, or
 - (ii) an order is made, a resolution passed or a petition filed for its liquidation or winding up;
- (e) if the Licensee is a society, it converts into a company in accordance with the *Society Act* without the BCTFA's prior written consent; or
- (f) if this Agreement is taken in execution or attachment by any person;

and upon such termination, and all of the Licensee's right, interest and estate in the Land will be absolutely forfeited to the BCTFA and the Licensee will peaceably quit and deliver possession of the Land to the BCTFA in accordance with the terms and conditions of this Agreement, and this section 8.1 will survive the termination of this Agreement.

8.2 If the condition complained of in subsection 8.1(a) or (b) (other than the payment of any money payable by the Licensee under this Agreement) reasonably requires more time to cure than 60 days, the Licensee will be deemed to have complied with the remedying of it if the Licensee commences remedying or curing the condition within 60 days and diligently complete the same.

8.3 Notwithstanding any other term or condition of this Agreement and without limiting the rights and privileges of

- (a) the BCTFA may, in its sole discretion, on 60 days' written notice to the Licensee, terminate this Agreement for any purpose including without limitation in connection with or as a result of any of the circumstances described in subsection 62(5) of the *Transportation Act*; and
- (b) the Licensee will make no claim for compensation, in damages or otherwise, upon or as a result of the termination of this Agreement under section 8.1 or section 8.3 of this Agreement or in connection with subsection 62(5) of the *Transportation Act* and
- (c) all of the Licensee's right, interest and estate in the Land will be absolutely forfeited to the BCTFA, and
- (d) the Licensee will peaceably quit and deliver possession of the Land to the BCTFA in accordance with the terms and conditions of this Agreement, and this section 8.3 will survive the termination of this Agreement.

ARTICLE 9 - DISPUTE RESOLUTION

9.1 If any dispute arises under this Agreement, the parties will attempt to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws and legal privileges, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.

- 9.2 Subject to section 9.5, if a dispute under this Agreement cannot be resolved under section 9.1, the dispute will be resolved by arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.
- 9.3 The cost of the arbitration referred to in section 9.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.
- 9.4 The arbitration will be conducted at the office of the BCTFA in Victoria, British Columbia, and if there is no office of the BCTFA in Victoria, British Columbia, then at the office of the BCTFA that is closest to Victoria, British Columbia.
- 9.5 A dispute under this Agreement in respect of a matter within the BCTFA's sole discretion cannot, unless the BCTFA agrees, which agreement will be in the sole discretion of the BCTFA, be referred to arbitration as set out in section 9.2.

ARTICLE 10 - NOTICE

- 10.1 Any notice or other document required or permitted to be given under this Agreement by either party to the other must be in writing and will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

to the BCTFA

BC Transportation Financing Authority
5A – 940 Blanshard Street
Victoria, British Columbia
V8V 3E6
Attention: Land and Property Administrator
Facsimile Number: (250) 356 -2112

to the Licensee

Peace River Regional District
1981 Alaska Avenue
Dawson Creek, BC
V1G 4H8
Attention: General Manager of Community & Electoral Services
Facsimile Number: (250) 784-3201

or at such other address or facsimile number as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.

- 10.2 In order to expedite the delivery of any notice or other document required or permitted to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 10.1.
- 10.3 Each party will, from time to time as the case may be, advise the other by prior notice in writing of any change of address, facsimile number of the party giving such notice and, from and after the giving of such notice, the address, facsimile number, as applicable, therein specified will, for purposes of this Agreement, be deemed to be the address, facsimile number of the party giving such notice.

- 10.4 The delivery of all money payable to the BCTFA under this Agreement will be effected by hand, courier or prepaid regular mail to the BCTFA's address specified in or otherwise established under section 10.1, or by any other payment procedure specified by the BCTFA, such deliveries to be effective on actual receipt.

ARTICLE 11 - MISCELLANEOUS

- 11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 11.2 No remedy conferred upon or reserved to the BCTFA under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 11.3 Notwithstanding any other term of this Agreement, the grant of a sublicense, assignment or transfer of this Agreement or the appointment of contractors by the Licensee does not release or otherwise relieve the Licensee of its obligation to observe, abide by, comply with and perform all terms and conditions of this Agreement and unless otherwise released or relieved in writing by the BCTFA and then only to the extent of such express written release or relief, the Licensee will at all times be fully responsible for the acts or omissions of its sublicensees, assignees, transferees or contractors, as the case may be.
- 11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 11.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond the Licensee's reasonable control, other than normal weather conditions, the Licensee is delayed in performing any of its obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay provided that the Licensee
- (a) gives written notice to the BCTFA within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of its obligation; and
 - (b) diligently attempts to remove the delay.
- 11.6 The BCTFA is under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and the Licensee is solely responsible for all costs and expenses associated with its use of the Land and the Improvements for the purposes set out in this Agreement.
- 11.7 Nothing in this Agreement constitutes the Licensee as an agent, joint venturer or partner of the BCTFA or Her Majesty the Queen in Right of the Province of British Columbia or gives it any authority or power to bind the BCTFA or Her Majesty the Queen in Right of the Province of British Columbia in any way.
- 11.8 Any information regarding this Agreement, the Trail Project or the Licensee is subject to all applicable laws including without limitation the *Freedom of Information and Protection of Privacy Act*, and provincial government policies.
- 11.9 There are no warranties, representations, collateral agreements or conditions affecting this Agreement except as expressly set out in this Agreement.

ARTICLE 12 - INTERPRETATION

- 12.1 In this Agreement, "person" includes a corporation, firm or association and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 12.2 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.
- 12.3 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 12.4 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
- 12.5 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.
- 12.6 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 12.7 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 12.8 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 12.9 Without limiting any other term or condition of this Agreement, all terms and conditions of this Agreement in the BCTFA's favour and all of its rights and remedies, either at law or in equity, will survive the termination of this Agreement.
- 12.10 Time is of the essence of this Agreement.
- 12.11 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made then each party will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that a party has sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.
- 12.12 This Agreement may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by each of the parties will constitute a full, original and binding agreement for all purposes. Counterparts may be executed either in original, faxed, or electronic scanned or PDF file type (Adobe Acrobat Portable Document Format) form provided that any party providing its signature in scanned, faxed or electronic scanned or PDF file type form will, upon any other party's request, promptly forward to such party an original signed copy of this Agreement.

The parties have executed this Agreement as of the Reference Date of this Agreement, as follows.

BC TRANSPORTATION FINANCING AUTHORITY

Authorized Signatory of
BC Transportation Financing Authority

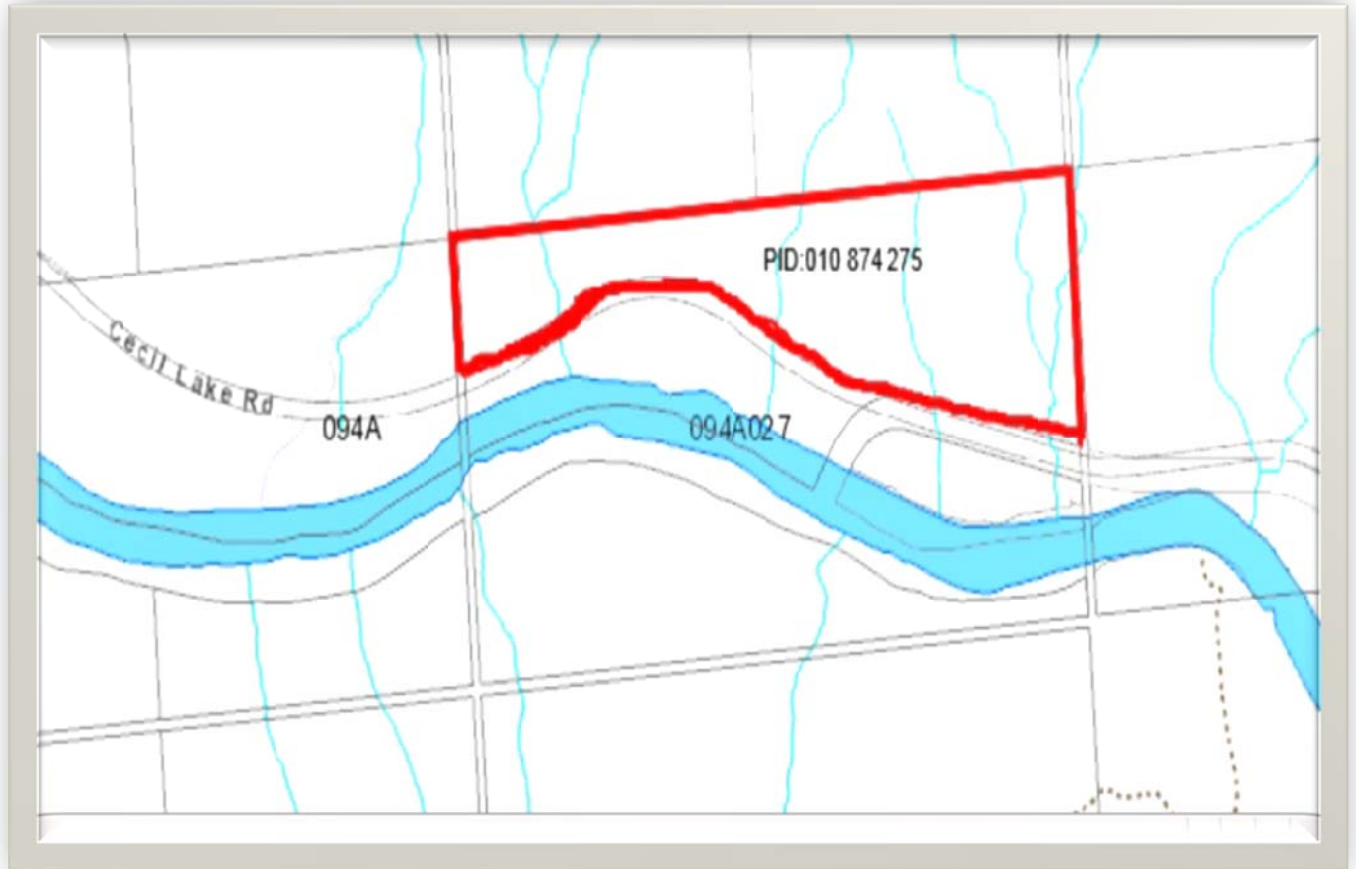
REGIONAL DISTRICT OF CENTRAL KOOTENAY
by its authorized signatories

Authorized Signatory

Authorized Signatory

SCHEDULE A

"Land" means the land shown outlined by bold red line on the following image:





August 18, 2015

LIS File: 1439-000

Peace River Regional District
1981 Alaska Avenue
Dawson Creek, BC
V1G 4H8

Attention: Trish Morgan

Re: Cactus Trails – Licence of Occupation

Further to the above matter and your recent email correspondence with Dan Green, I confirm that we are currently in the process of negotiating a Licence of Occupation between the BC Transportation Financing Authority ("BCTFA") and the Peace River Regional District ("PRRD") that would allow the PRRD to administer, manage and operate trails known as the Cactus Trails which are located on BCTFA land.

I confirm your advice to us that, once the Licence of Occupation has been finalized, the PRRD intends to grant a sublicense to the Blizzard Bicycle Club so that they may administer, manage and operate the Cactus Trails.

Pursuant to paragraph 7.1 of the Licence of Occupation, the PRRD may not sublicense the Licence of Occupation without BCTFA's prior written consent.

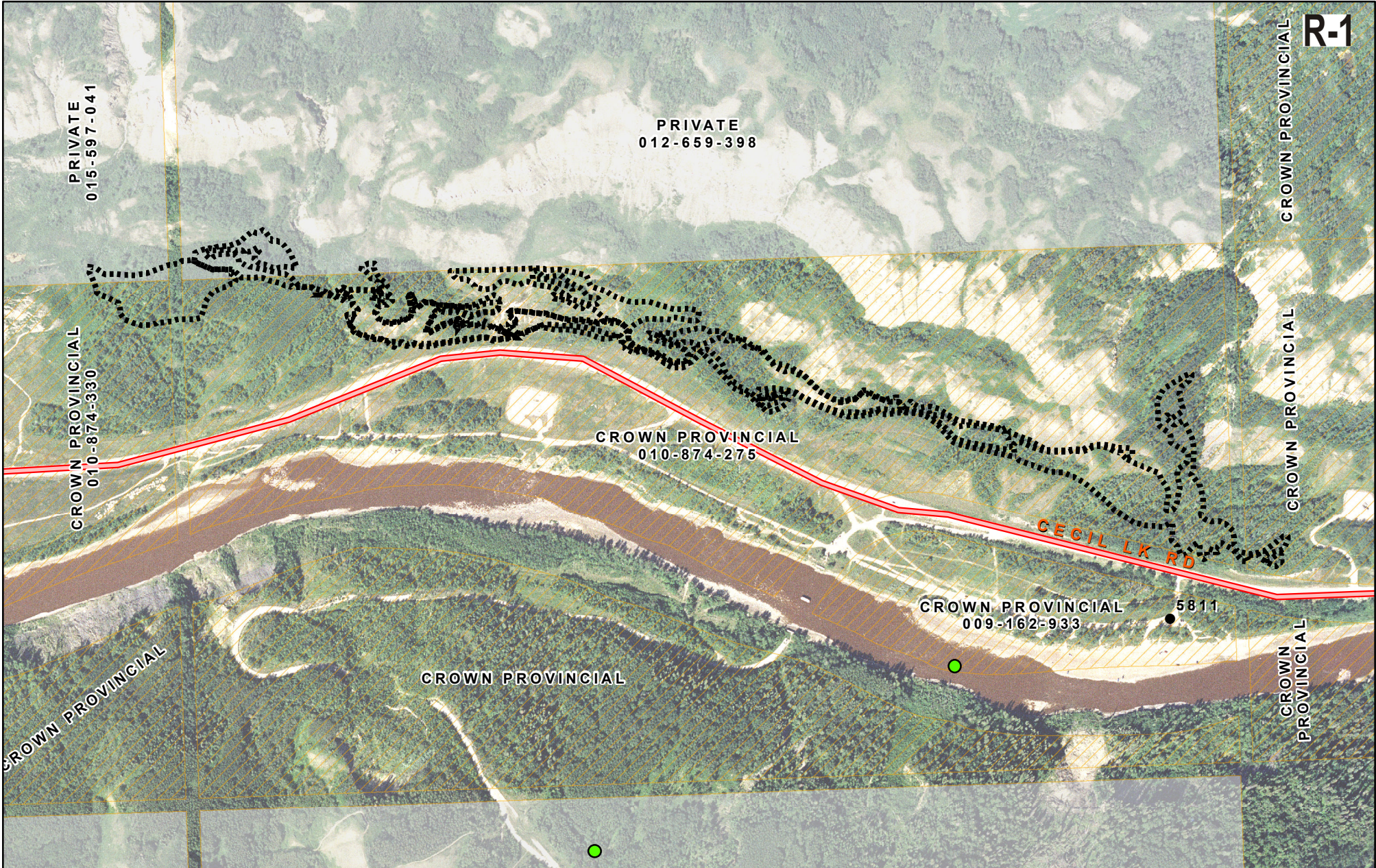
I confirm that it is the BCTFA's current intention to approve a sublicense to the Blizzard Bicycle Club after the Licence of Occupation has been finalized, however, the BCTFA is not in a position to grant such approval at this time and this letter does not in any way constitute the requisite approval.

Once the Licence of Occupation has been finalized, the PRRD will be obligated to obtain the BCTFA's written approval prior to granting a sublicense to the Blizzard Bicycle Club pursuant to paragraph 7.1 of the Licence of Occupation, and the BCTFA reserves its right to impose conditions or withhold approval at that time.

If you wish to discuss this matter further, please do not hesitate to contact me at (250) 387-2107.

Yours truly,

Curtis Vogt
Land & Property Administrator



Cactus Trails - Cecil Lake

PRRD

110 55 0 110 220

Metres

1:8,000 1 cm = 80 m

12733

687

PRRD

110 55 0 110 220

Metres

1:8,000 1 cm = 80 m

Data: Recreation Trail data recieved from the Blizzard Bike Club and DataBC (Recreation Lines - FTEN)
NAD 83 UTM Zone 10 Produced on August 19, 2015

R-1



Google earth

feet 1000
meters 500





Peace River Regional District REPORT

R-2

To: Regional Parks Committee

Date: August 19, 2015

From: Trish Morgan, General Manager of Community & Electoral Area Services

Subject: Recreational Trails Grants-in-Aid Policy Amendment

RECOMMENDATION(S):

That the Regional Parks Committee recommend to the Regional Board that the amendments to the Recreational Trails Grants-in-Aid be adopted as presented.

BACKGROUND/RATIONALE:

In August 2014 the Regional Board adopted a policy to provide grants to non-profit organizations within the region to support the development and maintenance of public recreational trails. After working with the policy for 1 year it has come to staff's attention that two major areas of the policy may require amendments.

1. Eligible Projects:

Section 7(d) of Eligible Projects identifies the land tenure arrangements that must be in place to consider a project eligible or not. The policy states that the applicant must have either a Recreation and Trails Sites BC agreement, BC Parks Agreement or have a resolution of support from the local government if the project is taking place on local government land. Over the past year it has come to our attention that there may some other tenure options (e.g., license of occupation or a group owning the land that they wish to construct trails) that were not considered when the policy was drafted. As such it is recommended to amend the policy to allow more flexibility as follows:

d) Be supported by at least one of the following land tenure arrangements:

- i. Provincial land tenure agreement which may include (but is not limited to) a Recreation and Trail Sites BC agreement, Park Use Permit, or nominal rent tenure (e.g., license of occupation);
- ii. Private land owned by the applicant non-profit organization; or
- iii. Local government agreement supported by Council or Board resolution for projects on local government land.

2. Funding Amendments:

When the policy was drafted it did not include a process for amendments once the grant approvals had been provided by the Board. Staff has received a request to amend the location of a project by a group who was approved for a grant in 2014. A policy amendment will provide a process for considering such requests.

Staff Initials:

Dept. Head:

T. Morgan

CAO:

Ch. Birk

Page 1 of 3

It is proposed to include the following section in the policy:

18)Funding Amendment

- a. Organizations may apply for a funding amendment to reallocate funds already approved by the Board of Directors only in exceptional circumstances where the following may occur:
 - i. An emergency situation has occurred and if not rectified immediately it will pose a liability to the organization (e.g., major bridge crossing lost and poses a hazard to the public); or
 - ii. The location or scope of the project is required to be moved or altered to meet requirements imposed by the land owner.
- b. Applicants must provide:
 - i. a completed funding amendment form;
 - ii. a resolution of support from their organization;
 - iii. a letter from the property owner (e.g., Crown, local government, etc.) detailing why the amendment is necessary, their support of the change to the project and their authorization to proceed; and
 - iv. a map of the area(s).
- c. The Regional Parks Committee will review the request and recommend to the Regional Board to approve or deny the funding amendment request.
- d. The Regional Board has the sole discretion to approve or deny all funding amendment requests.

If this amendment is approved by the Board the process to bring forward these requests will be as follows:

1. Organizations will complete and submit to the Regional District the documentation outlined in the policy.
2. Staff will assess the funding amendment applications and will prepare a report for the Regional Parks Committee.
3. The Regional Parks Committee will review the funding amendment and will make a recommendation to the Regional Board.
4. The Regional Board will review the recommendation, funding amendment and staff report and make a final decision.

STRATEGIC PLAN RELEVANCE:

“1.6.2 Support the ongoing development and maintenance of public trail networks by non-profits societies.”

FINANCIAL CONSIDERATION(S): There will be no budgetary implications to the change of the policy as groups will not be provided with additional funds as a result of an amendment, but rather will be granted to permission to change the scope of the project.

COMMUNICATIONS CONSIDERATION(S): If approved by the Board, the policy will be updated on the PRRD website.

OTHER CONSIDERATION(S):

Please see the attached Recreational Trails Grants-in-Aid Policy with all amendments in **RED** using “track changes.” Please note there are two additional minor amendments in section 2 (d) and 11(h) that go hand-in-hand with the amendments discussed above.

Recreational Trails Grants-in-Aid

POLICY STATEMENT

Recreational Trails Grants-in-Aid

1) Purpose & Introduction

The Peace River Regional District recognizes the importance of recreational trails for its citizens in terms of enhanced quality of life, health and well-being, economic benefits, protection and conservation of the environment and preservation of local history and culture. In accordance with the Peace River Regional District's Parks and Trails Master Plan, the Regional District aims to provide support and supplemental funding for the development, maintenance and improvements of recreational trails within the region for public use.

2) Definitions

- a) **Board of Directors** in this document refers to the Peace River Regional District's Board of Directors.
- b) **Capital infrastructure** is defined as the addition of a permanent structural improvement or the restoration of some aspect of a property that will either enhance the property's overall value or increase its useful life.
- c) **Debt** is defined as an amount owed to a person or organization for services, products or loans funds not yet paid for.
- d) **Funding amendment** is defined as the reallocation of funds from a previously approved project to a new project or new project location.
- e) **Minor capital equipment** is defined as equipment valued at under \$3,000 and has an extended lifetime over one year.
- f) **Major capital equipment** is defined as equipment valued at over \$3,000.
- g) **Operation funding** is defined as funding provided for costs to ensure the day to day operation of a trail such as insurance and supplies.
- h) **Supplemental funding** is defined as funding that is an addition to other sources of funds or revenue.
- i) **Wages** is defined as any payment, stipend or honorarium made for labour or services to an employee or volunteer under the direction of an employer or organization.

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3) Regional Trails Grant Funding

- a) Funding for recreational trail grants will be subject to annual review by the Regional Parks Committee and must be approved by the Board of Directors in the annual financial plan.
- b) Annual recreational trail grant funding will not exceed \$75,000 per year unless determined by resolution of the Board of Directors.

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Recreational Trails Grants-in-Aid

4) Eligible Applicants

An eligible applicant must:

- a) Be a registered non-profit society in good standing with the Province of BC; and
- b) Be based in the Peace River Regional District.

5) Application Limit

Each organization is allowed to submit no more than one application per year.

6) Amount of Grant

The cost-sharing formula will be up to a maximum of a 75% Regional District contribution, with the balance being the applicant contribution.

7) Eligible Projects

Eligible projects must:

- a) Be for construction, renewal, maintenance or expansion of recreational trails available for public use within the Peace River Regional District;
- b) Not start construction prior to approval of the application;
- c) Be duly authorized by resolution of the society(s) making the application – joint applications for partnership projects must include a resolution by all partner organizations;
- ~~d) Be supported by a Recreation and Trail Sites BC agreement for the location of the trail project on Crown land and/or BC Parks within park boundaries or supported by Council or Board resolution for projects on local government land; and~~
- d) Be supported by at least one of the following land tenure arrangements:
 - i. Provincial land tenure agreement which may include (but is not limited to) a Recreation and Trail Sites BC agreement, Park Use Permit, or nominal rent tenure (e.g., license of occupation);
 - ii. Private land owned by the applicant non-profit organization; or
 - iii. Local government agreement supported by Council or Board resolution for projects on local government land.
- e) Avoid creating interface conflict between Crown and private lands.

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8) Eligible Costs

Eligible costs are defined as all direct costs properly and reasonably incurred and paid solely and specifically in relation to the project. Eligible costs include:

- a) Trail and amenity design and engineering costs;
- b) Construction costs;
- c) Purchase of minor capital equipment (i.e., chainsaws);
- d) Purchase of capital infrastructure (i.e., bridges, warming shelters);
- e) Purchase of signage and trail markers;
- f) Marketing and promotion of the project upon completion;
- g) Volunteer celebration activities; and

Recreational Trails Grants-in-Aid

- h) Training and safety courses.

9) Ineligible Costs

Ineligible costs include:

- a) Administrative costs and overhead;
- b) Major capital equipment purchases (i.e., mulchers, quads, etc.);
- c) Payment of debt;
- d) Direct payment of wages or volunteer honorariums; and
- e) Land acquisition.

10) Applicant Selection Criteria

- a) Primary project selection criteria will be focused on whether the project:
 - i. provides opportunities for healthy lifestyles – physical, mental and spiritual;
 - ii. fosters “regional pride” in the natural environment of the Regional District;
 - iii. strives to make recreational trails accessible for multiple different user groups and those with mobility challenges;
 - iv. utilizes public lands (Crown or local government) while avoiding conflict with private lands; and
 - v. builds on the Provincial Trails Strategy (i.e., Connecting Communities).
- b) Secondary consideration will be given to the degree to which projects meet one or more of the following criteria:
 - i. **Geographic coverage:** ideally the regional trail system should be effectively distributed throughout the Regional District. Potential sites should be of interest to the whole region in the interest of servicing all residents.
 - ii. **Environmental, education or heritage representation:** representative or regionally significant landscapes should be considered when developing a new trail or preserving an existing one. Potential sites should be chosen to represent the diverse landscapes that the area encompasses. Balancing wildlife values against the proposed benefits of trail development should also be considered along with the unique historic, cultural, ecological, and educational aspects of the area.
 - iii. **Project and ongoing operational costs:** development, maintenance and ongoing operational costs must be identified to be reasonably manageable by the organization responsible for trail development and ongoing management.
 - iv. **Partnerships:** fostering partnerships with interest groups or other government agencies should be considered as it will aid in offsetting costs to develop and maintain existing or future regional trails.

Recreational Trails Grants-in-Aid

- v. **Proximity:** trails that are located in close proximity to existing trails and parks or similar amenities should be considered.
- vi. **Already established as an unofficial trailhead:** trails that are already established or maintained in a positive manner and demonstrate a high utilization rate should be considered.
- vii. **User and site safety and the capacity to maintain:** user and site must be considered to ensure the non-profit groups are able to maintain them to a reasonable and safe standard expected of a natural trail for the safe enjoyment of the public.

11) Mandatory Application Documentation

Applicants must submit the following documents in their application:

- a) Completed application form (Schedule 'A')
- b) Application checklist (Schedule 'D')
- c) Resolution from the society(s) board of directors authorizing the project and application to the Regional District for funding
- d) Project budget which includes:
 - i. detailed cost estimates;
 - ii. sources of confirmed revenue;
 - iii. sources of revenue yet to be confirmed (i.e., other grant applications still pending decision); and
 - iv. Sources of confirmed donations for labour and/or materials.
- e) Three (3) quotes for any items valued at over \$3,000
- f) Current and year-end financial statements (balance sheet and income statement)
- g) Map and pictures showing the location of the project and planned route
- ~~h) Confirmation of an agreement with Recreation and Trail Sites BC or BC Parks or Council/Board resolution authorizing the project to proceed on local government property~~
- ~~h) Evidence of a land tenure agreement with the Province of BC or local government or proof of ownership by the non-profit organization.~~
- i) Two (2) letters of support from other organizations or groups supporting the project

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Failure to provide adequate documentation during the application process and/or comply with the eligibility requirements for funding assistance may jeopardize funding eligibility. Late applications will not be accepted.

12) Application Deadline

- a) Applications must be received by the Regional District by November 15 of each year.

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Recreational Trails Grants-in-Aid

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13) Adjudication Process

- a) The Regional Parks Committee and the Board of Directors have the discretion to accept, reject or amend any application. Applications may be rejected for the following reasons:
 - i. Incomplete or late applications;
 - ii. Failure to maintain society status;
 - iii. Failure to rationalize the need for funding;
 - iv. Failure to prove that the project is in the best interest of the community at large.
- b) Upon receipt of applications, the Regional Parks Committee will meet to review all eligible applications and to make funding recommendations to the Board of Directors for final decision.
- c) All applications will be adjudicated based on need, availability of funds in the fiscal year and selection criteria noted in section 10 of this policy.
- d) Successful applicants will be advised of the Board's decision by April 15 of each year subject to the adoption of the Annual Financial Plan and funding for the grant has been approved by the Board of Directors.

14) Unallocated Funds

Any funds that are not allocated in a calendar year shall be utilized to reduce the tax requisition in the next calendar year.

15) Unspent Funds

- a) Organizations must utilize allocated funds within three (3) years of ratification by the Board of Directors and will not be permitted to carry over funds past three years.
- b) Any funds not claimed by an organization after three (3) years will be returned to the service area by resolution of the Board of Directors and utilized to reduce the tax requisition in the next calendar year.

16) Claim Reimbursement

- a) Approved applications must provide proof of costs by submitting invoices and a completed claim form attached as Schedule 'B'.
- b) Copies of all invoices must be submitted for expense claim reimbursement. Claims may not be made for goods or services incurred before the approval of the grant.
- c) In exceptional circumstances, organizations may request in advance the total or partial payment of the approved grant from the Regional District. Organizations must make this request in writing to the Chief Financial Officer.

17) Annual Reports

- a) All organizations that receive a Regional Trails Grant-in-Aid must complete an Annual Report as attached hereto as Schedule 'C' by the last calendar day in December.
- b) Funds for the current year will not be reimbursed to an organization until any outstanding Annual Reports for that organization have been received by the Regional District.

Recreational Trails Grants-in-Aid

- c) Photos must be provided showing project progress and/or completion as part of the annual report.

18) Funding Amendment

- a) Organizations may apply for a funding amendment to reallocate funds already approved by the Board of Directors only in exceptional circumstances where the following may occur:
- i. An emergency situation has occurred and if not rectified immediately it will pose a liability to the organization (e.g., major bridge crossing lost and poses a hazard to the public); or
 - ii. The location or scope of the project is required to be moved or altered to meet requirements imposed by the land owner.
- b) Applicants must provide:
- i. a completed funding amendment form;
 - ii. a resolution of support from their organization;
 - iii. a letter from the property owner (e.g., Crown, local government, etc.) detailing why the amendment is necessary, their support of the change to the project and their authorization to proceed; and
 - iv. a map of the area(s).
- c) The Regional Parks Committee will review the request and recommend to the Regional Board to approve or deny the funding amendment request.
- d) The Regional Board has the sole discretion to approve or deny all funding amendment requests.

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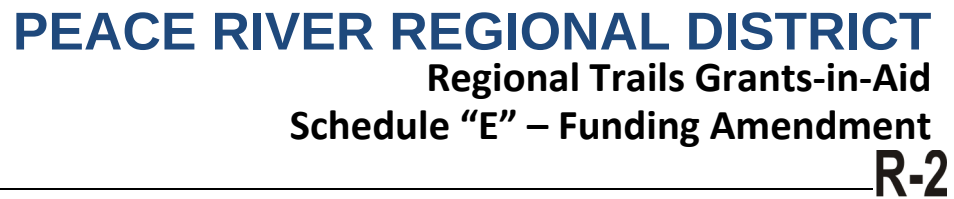
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19) Recognition

- a) Grant recipients will recognize the financial contributions of the Regional District by prominently displaying a plaque or sign at the trail head.
- b) Grant recipients who maintain websites, social media sites and/or membership newsletters will provide Regional District with recognition in the form of prominently displaying a note of thanks next to the Regional District's logo.
- c) Grant recipients may be requested to issue a joint press release and photo with the Regional District from time to time.



Name of Organization:	Date:
Contact:	Phone:
Mailing Address:	
Email:	Fax:

Year Funds Granted:	Amount Granted:
Current Project Description: <i>(project for which funds were originally applied for)</i>	

TOTAL Cost of New Project:
Proposed New Project: <i>(reason for request and description of project, project budget)</i>



Peace River Regional District
REPORT

R-3

To: Regional Parks Committee

Date: August 20, 2015

From: Jill Rickert, Community Services Coordinator

Subject: **Moose ATV Project Amendment - 2014 Recreational Trails Grants-in-Aid**

RECOMMENDATION:

That the Regional Parks Committee recommends to the Board of Directors the approval of the Moose ATV Club amendment of their 2014 Recreational Trails Grants-in-Aid project to change the location of the Mud Creek Recreation Trails staging area to a new location on a section of land owned by Big Bam Ski Club.

BACKGROUND/RATIONALE:

In 2014, Moose ATV Club was approved for \$24,984.29 of Recreational Trails Grants-in-Aid funding to build a staging area located at the end of Big Bam Road, creating improved access for both recreational and non-recreational users to access the trail networks of Mud Creek, Septimus and Stewart Lake, a section of land currently owned by BC Hydro. At the time of application, BC Hydro had supported Moose ATV Club to build this staging area on their land; however, BC Hydro has now decided to pull their support and asked Moose ATV Club to find a new location.

Moose ATV Club entered into discussion with Big Bam Ski Club and has secured a section of land on their property to build the staging area. Big Bam Ski Club has entered into a partnership with Big Bam Ski Club for this project and a board resolution from the club supports this. The new location is slightly smaller in size but the overall scope remains the same.

STRATEGIC PLAN RELEVANCE: None

FINANCIAL CONSIDERATION(S): This amendment does not require any financial changes to the project budget as the cost to complete the project remains the same.

COMMUNICATIONS CONSIDERATION(S): None

OTHER CONSIDERATION(S): See attachments

Letter from Moose ATV Club

Board Resolution from Moose ATV Club (pending)

Proof of support from Big Bam Ski Club (pending)

Maps

Please note pending documentation will be submitted by Moose ATV prior to the report being brought forward to the Regional Parks Committee on August 25, 2015.

August 25, 2015

Staff Initials:

Dept. Head:

J. Morgan

CAO:

Ch. Birk

Page 1 of 1

J. Rickert

**Mud Creek Recreation Trails Staging Area Project.
PRRD Grant #**

Attn: Trish Morgan / Jill Rickert,
Letter Requesting Revision to the project location.

The original location has encountered some red tape that was not expected with BC Hydro who currently owns the land we originally proposed. It was previously thought that a resolution could be reached in regards to allowing the new parking facility to be constructed on their land however they have now decided against this and have left us scrambling to find an alternate solution.

We the club have re-engaged talks with the Big Bam Ski Hill Society located in the same area and have come to an agreement on a portion of undeveloped land within their boundary adjacent to the registered trailhead. not only meeting our needs but putting us in direct contact with our trial network.

The overall size of the staging area will be reduced somewhat with the change of location, however the overall scope remains the same and we are dedicated to getting this project underway asap.

Sincerely

Stephen Cameron
President
Moose ATV Club

August 25, 2015

R-3

Map of new location on Big Bam
Ski Club Property



Image © 2015 DigitalGlobe

August 25, 2015

Go



2010

Imagery Date: 9/8/2012 56°07'49.29" N 120°43'58.25" W elev 417 m

R-3

Map of new location in proximity to
previous location on BC Hydro land

previous location

Image © 2015 DigitalGlobe
© 2015 Google

August 25, 2015



2010

Imagery Date: 9/8/2012 56°07'47.81" N 120°43'45.18" W elev 415 m