

Morrison, Ken ENV:EX

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**From:** Austad, Bob ENV:EX  
**Sent:** Friday, August 1, 2008 6:52 AM  
**To:** Bawtinheimer, Brian ENV:EX; Benton, Scott ENV:EX; Morrison, Ken ENV:EX  
**Cc:** Houghton, Christine ENV:EX  
**Subject:** RE: Advice Requested: Okanagan Mountain Park Trespass

I have provided advice to both trespass situations in Okanagan and LML from the C&E perspective.

Regards,

*Robert C. Austad  
Manager, Visitor Programs  
Ministry of Environment  
Parks & Protected Areas Program  
P.O. Box 9398, STINGROV GOVT  
Victoria, B.C. V8W 9M9  
Location: 4th Fl 2975 Jutland Road  
Telephone: (250) 387-4318  
Fax: (250) 387-5757  
Email: [Bob.Austad@gov.bc.ca](mailto:Bob.Austad@gov.bc.ca)  
BC Parks Website: [www.bcparks.ca](http://www.bcparks.ca)*

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**From:** Bawtinheimer, Brian ENV:EX  
**Sent:** Thursday, July 31, 2008 12:18 PM  
**To:** Benton, Scott ENV:EX; Morrison, Ken ENV:EX; Austad, Bob ENV:EX  
**Subject:** FW: Advice Requested: Okanagan Mountain Park Trespass

NR

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**From:** Morrison, Ken ENV:EX  
**Sent:** Thursday, July 24, 2008 9:47 PM  
**To:** Benton, Scott ENV:EX; Baric, Keith J ENV:EX; Austad, Bob ENV:EX  
**Cc:** Bawtinheimer, Brian ENV:EX; Carmichael, Drew ENV:EX  
**Subject:** RE: Advice Requested: Okanagan Mountain Park Trespass

Scott: Subsequent to receiving the email from Keith, I had a discussion with Drew. A trespass has occurred, but we do not know when. It is possible that the trespass was not by the current land owner but by past landowners. We need to take action but I think we also need to do some investigation as to when the trespass occurred. It may have been a number of years ago.

Morrison, Ken ENV:EX

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**From:** Baric, Keith J ENV:EX  
**Sent:** Thursday, July 24, 2008 2:23 PM  
**To:** Morrison, Ken ENV:EX  
**Subject:** Advice Requested: Okanagan Mountain Park Trespass

Ken: Recently (end of May 2008) our PPA staff received the results of a legal survey that investigated a trespass issue on the southern boundary of Okanagan Mountain Park (HQ contributed funding for the survey which we are grateful). The results are conclusive that there is indeed a trespass (approx 0.17 ha. of vineyard encroachment onto park property)...see attached survey plan 07-294A.

Our discussions with Drew point to having the owner of the vineyard move back the fence and rehabilitate. We have yet to approach the owner since we received the survey results (actually they have not returned our calls in the past and were a bit reluctant to have the surveyors on their land to conduct the assessment). Your advice would be appreciated on this issue...any other examples that you can draw upon where similar trespass have occurred and how PPA dealt with them? It is bit different than logging encroachment (as I have had some experience with in the Kootenays).

Thanks,

keith



Okanagan  
Mountain Tresp...



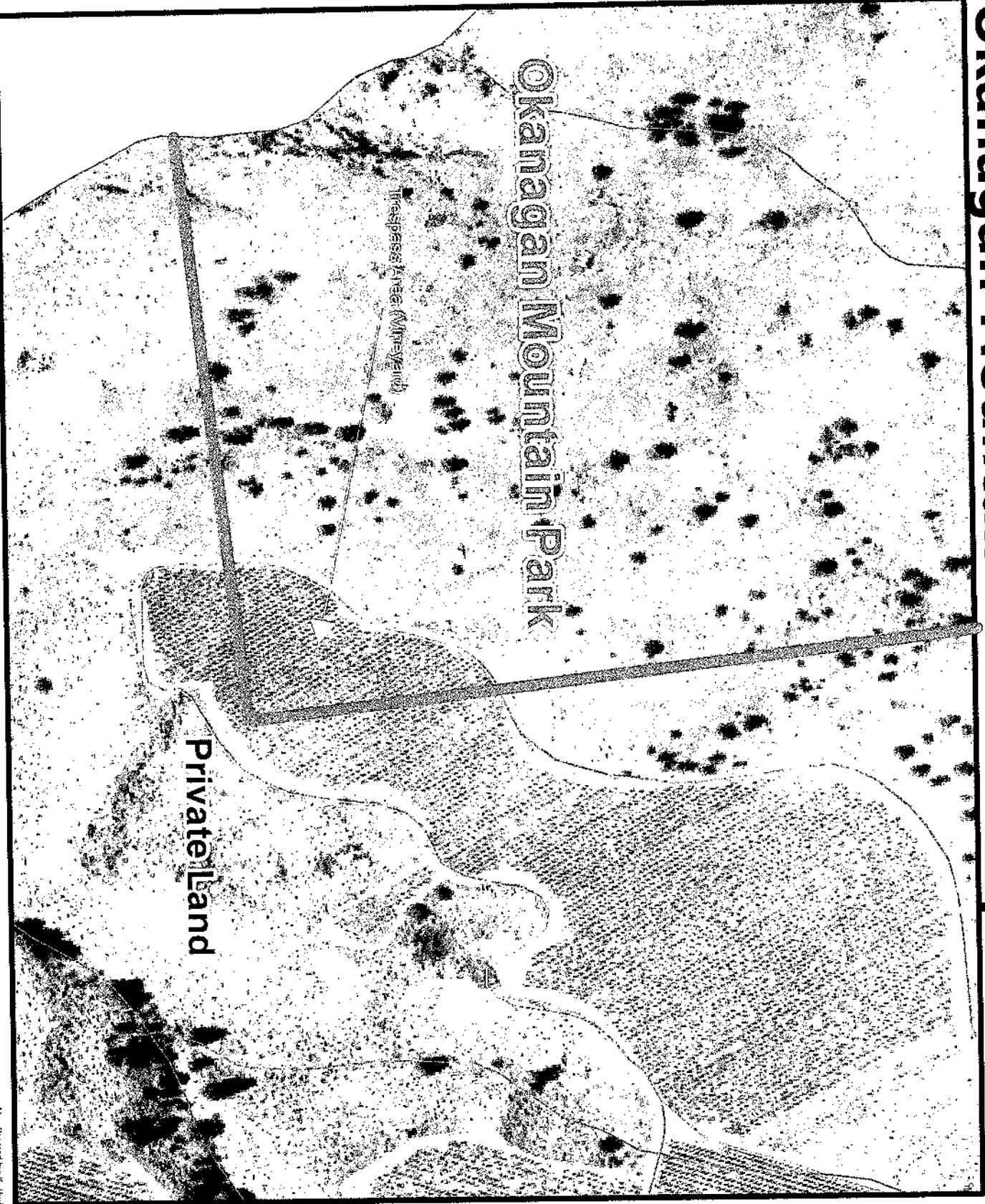
07-294.pdf



07-294A.pdf



# Okanagan Mountain Park- Trespass Site



Map Created by K. Bull  
Regional Planner  
July 2008



UNSURVEYED  
CROWN LAND  
(OKANAGAN MOUNTAIN PROVINCIAL PARK)

UNSURVEYED  
CROWN LAND  
(OKANAGAN MOUNTAIN PROVINCIAL PARK)

[illegible]

S.L. 11  
PLAN 1190  
D.L. 2711

OKANAGAN  
LAKE

Page 4 of 5 MOE-2014-50016(hq)

LEGEND

BEARINGS ARE GRID MAGNETIC (GMS) AND DERIVED FROM DUAL-  
FREQUENCY DIFFERENTIAL GPS OBSERVATIONS AND REFERRED TO  
THE CENTRAL MERIDIAN OF UTM ZONE 11N (21° WEST LONGITUDE).  
CONVERGENCE IS 2°04.5" AND IS TO BE SUBTRACTED  
FROM GRID BEARINGS TO CONVERT TO ASTRONOMIC BEARINGS

ESTIMATED HORIZONTAL ACCURACY IS 0.5 METRES

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES BASED  
ON A MEAN ELLIPSOIDAL ELEVATION OF 470 METRES. TO COMPUTE  
HORIZONTAL DISTANCES, MULTIPLY GROUND-LEVEL DISTANCES BY THE  
MEAN CONVERSION SCALE FACTOR OF 0.999997156

- ☒ GAS ACTIVE CONTROL MONUMENT
- ☐ STANDARD IRON POST PLACED
- ☒ STANDARD CAPPED POST PLACED
- ☒ STANDARD CAPPED POST FOUND

THIS PLAN LIES WITHIN THE OKANAGAN S.M.I.L.K.A.M.E.E.N.  
SECTION 4: DISTRICT

1. STEVEN J. BURNETT, A BRITISH COLUMBIA LAND SURVEYOR OF THE CITY OF VICTORIA IN BRITISH COLUMBIA, CANADA THAT WAS PRESENT AT AND PERSONALLY SUPERVISED THE SURVEY REPRESENTED BY THIS PLAN, AND THAT THE SURVEY AND PLAN ARE CORRECT. THE FIELD SURVEY WAS COMPLETED ON THE 23-24 DAY OF MAY, 2008. THE PLAN WAS COMPLETED AND CHECKED, AND THE CHECKPOINT FIELD LINE# 481806, ON THE 29th DAY OF MAY, 2008.

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—

STEVEN J. BUZIKIEWICH  
PROFESSIONAL LAND SURVEYOR  
54 NANAIMO AVE. E.  
VANCOUVER, B.C.

SKETCH PLAN SHOWING ENCROACHMENT OF IMPROVEMENTS ONTO  
OKANAGAN MOUNTAIN PROVINCIAL PARK ADJACENT TO  
S.L. 18, PLAN 1190, D.L. 2711 AND D.L. 86s, S.D.Y.D.

CIVIC ADDRESS: PARADISE RANCH VINEYARDS, 7448 NORTH NARAMATA ROAD, INDIAN ROCK, NARAMATA, B.C.

BCGS 82E.062  
SCALE 1:500

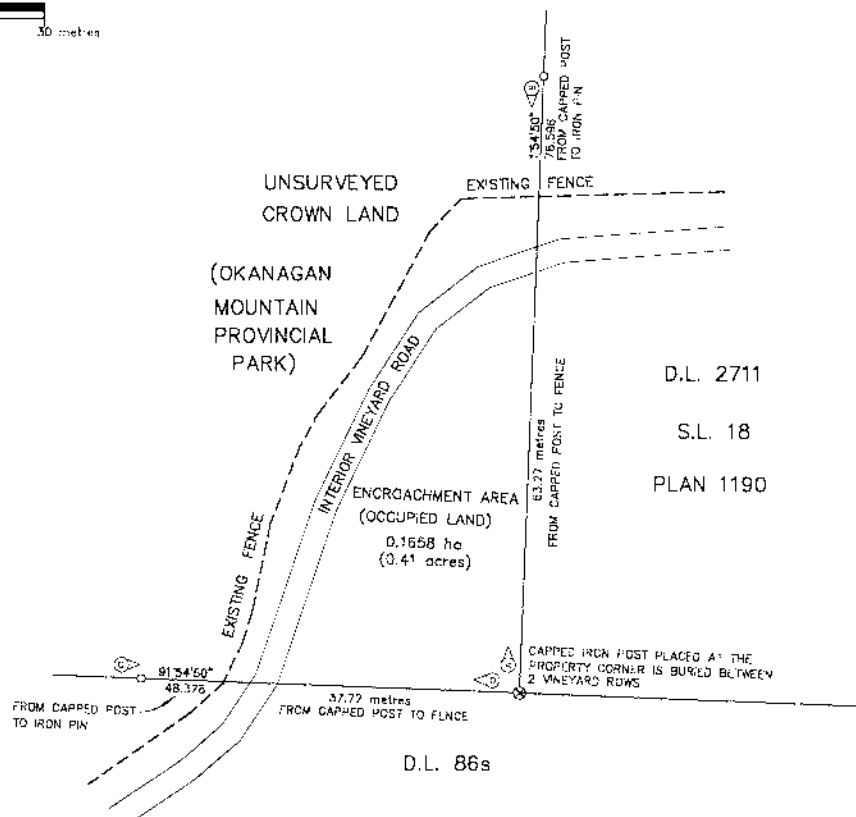
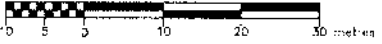


PHOTO A

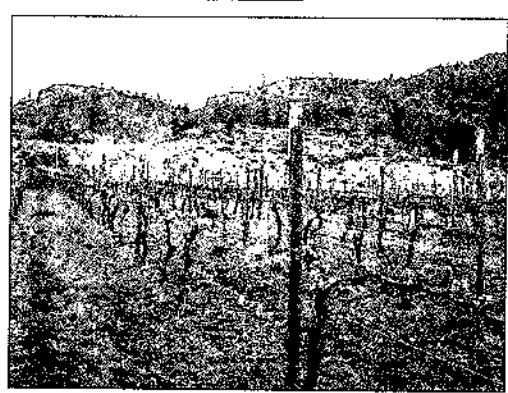


PHOTO B



PHOTO C

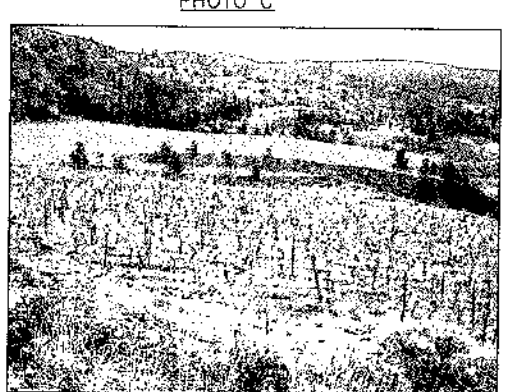
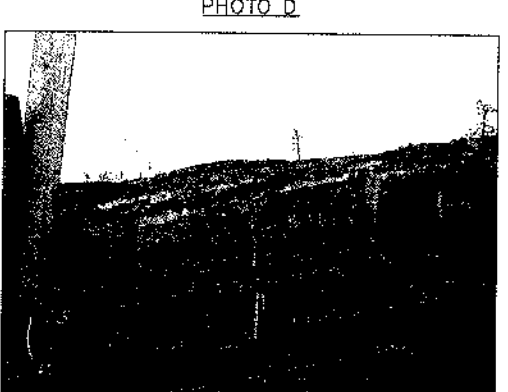


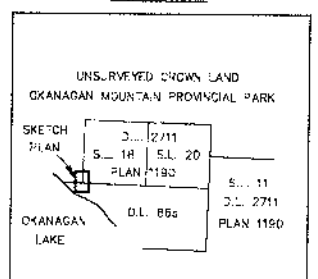
PHOTO D



LEGEND

- EXISTING FENCE
- (E) PHOTOGRAPH IDENTIFICATION, DIRECTION AND LOCATION
- ⊗ STANDARD CAPPED POST
- STANDARD IRON POST

KEY MAP



FIELD SURVEY COMPLETED MAY 23, 2008

STEVEN J. BUZIKIEWICH  
PROFESSIONAL LAND SURVEYOR  
54 NANAUC AVE. E.  
PENTICTON, B.C.  
Phone: (250)492-0559 Fax: (250)492-9851  
FILE 07-294  
DWG. 07-294A



December 4, 2007

File: 81500-50  
CPNEN08063

Mark Anthony Properties Ltd  
1750 75<sup>th</sup> Avenue West  
Vancouver BC V6P 6G2

Dear Property Owner:

**Re: Okanagan Mountain Provincial Park -Property Boundary Survey**

I wish to inform you that the Ministry of Environment, Parks and Protected Areas Division, will be conducting a legal land survey along the boundary of Okanagan Mountain Provincial Park.

The survey area will be adjacent to your property described as Plan 1190, subsidy Lot 18, District Lot 2711, SDYD, locally known as Paradise Ranch, near the community of Naramata. The survey purpose is to clearly identify the property owned by The Ministry of Environment.

If you have any further questions, please contact Mike Ladd, Area Supervisor (250) 490-8250, Parks and Protected Areas, with the Ministry of Environment.

Yours truly,

Mike Ladd  
Area Supervisor  
Parks and Protected Areas

ML/cl

pc: Drew Carmichael, Regional Manager, Environmental Stewardship, MOE, 102 Industrial Place, Penticton, B.C. V2A 7C8  
James Hopkins, Parks Section Head, MOE, 102 Industrial Place, Penticton, B.C. V2A 7C8  
Steven J Buzikievich Land Surveying Inc., 54 Nanaimo Ave, Penticton BC V2A 1L9









s.22

s.22







s.22











PROVINCE OF BRITISH COLUMBIA – MINISTRY OF ENVIRONMENT  
INVITATION TO QUOTE (ITQ)  
This is NOT an order

ITQ CPNEN08054: Issue Date: October 17, 2007

THIS COMPLETED FORM MUST BE RECEIVED  
BY THE PROVINCE OF BRITISH COLUMBIA AT  
THE:

Ministry of Environment, BC Parks  
102 Industrial Place  
Penticton, BC V2A7C8

Ministry Contact: Mike Ladd, BC Parks  
Phone: 250-490-8250  
Fax: 250-490-2231  
Email: Michael.Ladd@gov.bc.ca  
NOT LATER THAN: 12:00 NOON, October 24,  
2007 (Pacific Time)

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Prov: \_\_\_\_\_ Postal \_\_\_\_\_

Supplier # (if known) \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email: \_\_\_\_\_

THE UNDERSIGNED AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS ITQ AND TO SUPPLY THE SERVICE LISTED AT THE PRICES QUOTED IN THE SUBMITTED QUOTATION. IF A SERVICE CONTRACT (GENERAL) IS ISSUED BY THE PROVINCE TO THE UNDERSIGNED, THE UNDERSIGNED WILL BE BOUND BY AND WILL COMPLY WITH THE QUOTATION AND THE CONTRACT TERMS AND CONDITIONS CONTAINED IN THIS ITQ.

AUTHORIZED OFFICIAL (PLEASE PRINT) \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**Checklist for Bidders**

MANDATORY CRITERIA (All applicants must pass the mandatory criteria described here before their bids will receive further consideration.)

1. Ensure you have completed and submitted the following pages:
  - Sign and return this page (the front page of the ITQ)
  - Instructions to Bidders Information
  - Complete and return Schedule B
2. One complete copy response must be received by 12:00 NOON, October 24, 2007. Responses must be delivered by hand or courier. Electronic delivery by either fax or email will not be accepted.
3. It is not necessary to return the balance of the pages of the ITQ.

### **Instructions to Bidders Information**

Bidder must fill in the unit pricing on Schedule "B" attached (extensions and totals are not necessary).

Bids should include the following information:

- Total Bid Price, including all taxes. Please note Government agencies are GST exempt.

#### **EVALUATION OF BIDS CONTAINING ERRORS IN UNIT-BASED SUBMISSIONS CONTAINING EXTENSIONS AND TOTALS**

If the Bid indicates the requirement for a Total Bid Price or alternatively a Total Estimated Bid Price on a unit-priced based Bid, the unit rates shall take precedence for evaluation purposes. The Ministry will rank bids from lowest to highest priced, based on the bidder's stated Total Estimated Bid Price (TEBP). The Ministry will:

- (a) check each Extended Amount only on the first-ranked submission (i.e. the lowest priced bid), to ensure that each amount is the correct product of the stated quantity and the price per unit; and,
- (b) the Ministry will then check the Total Estimated Bid Price to ensure that the total is the correct sum of the Extended Amounts.

If the Extended Amount and the Total Estimated Bid Price on the first ranked bid is correct, then that bid is to be considered for award. The Ministry will **not** check the calculations of any remaining bids.

If the Extended Amount and the Total Estimated Bid Price on the first-ranked bid is not correct, then the Ministry will:

- (a) correct the Extended Amount(s) using the stated price per unit – **not** changing a bidder's stated price per unit – and recalculate the Total Estimated Bid Price based on these corrections;
- (b) the ministry will then re-compare the correctly recalculated Total Estimated Bid Price with the Total Estimated Bid Price on each of the remaining bids;
- (c) if the Total Estimated Bid Price is still the lowest priced, then the first-ranked bid will be considered for award;
- (d) if the Total Estimated Bid Price is no longer the lowest priced, then the Ministry will put the first-ranked bid to one side as a remaining bid; and
- (e) the Ministry will then apply the same procedures, to the extent necessary, to each of the next-lowest-priced bids, including any remaining bid(s), until the lowest-priced bid is finally determined.

### **Invitation to Quote Terms and Conditions**

1.Late submissions of quotations will not be accepted or considered. It is the responsibility of the potential supplier to ensure that the quotation arrives prior to the date and time and at the place indicated in this ITQ.

2.If a potential supplier discovers that it has made an error in its quotation, the supplier may forward a correction notice to the Province at this office, but it must be received prior to the closing date and time for the ITQ.

3.When quotations have been received and an award made, the successful supplier will be held to its quotation as of the closing of the ITQ irrespective of subsequent representation that mistakes have been made in the quotation originally submitted.

4.Notwithstanding paragraph 3 above, if it appears that an error has been made in a quotation, the Province may, in its sole discretion, before awarding an order, communicate with the potential supplier to ascertain if it will supply

at the quoted price or withdraw the quotation. If the potential supplier is permitted to withdraw its quotation, the potential supplier will not be considered on this ITQ.

5.The Province reserves the right to award this order in part or in full, on the basis of quotations received unless the potential supplier specifies that its quotation is valid only for the complete order.

6.Lowest or any quotation will not necessarily be accepted.

7.Potential suppliers must refer to the ITQ number in all correspondence.

8.Potential suppliers must comply with all applicable laws.

9.The Province may consider and evaluate any quotation/bid from another jurisdiction on the same basis that the government purchasing authorities in those jurisdictions would treat a similar quotation from a British Columbia supplier.

10.Potential suppliers are solely responsible for their own expenses, if any, in preparing an ITQ and subsequent negotiation with the Province, if any.

11.All inquiries related to this ITQ are to be directed to the Province, at the location as noted on the ITQ. Information obtained from any other source is not official and may be inaccurate. Inquiries and responses may be distributed to all potential suppliers at the Provinces' option.

12.All documents submitted to the Province are subject to the disclosure provisions of the FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT. For further information about Freedom of Information please contact the Ministry Information and Privacy Office(250) 387-1829.

13.The Province will not be obligated in any manner to any potential supplier whatsoever until a Purchase Order has been issued by the Province respecting a quote.

14.The working language of the British Columbia Government is English and all quotations must be submitted in English.

15.This contract includes a 30 day cancellation privilege for Province use.

16.Throughout this ITQ, terminology is used as follows:

- "Must", "Mandatory" or "Required": a requirement that must be met in an unaltered form in order for the proposal/quote to receive consideration.
- "Should" or "Desirable": a requirement having a significant degree of importance to the objectives of the ITQ.
- Other Requirements: a requirement not considered essential but for which preference may be given.

17.Quote Format:

Suppliers must conform to the instructions given regarding quote preparation and submission as detailed on the ITQ form in order to be considered for evaluation.

18.Financial Stability:

The successful supplier may be required to demonstrate financial stability and be registered to conduct business in British Columbia.

19.Negotiation Delay:

If an acquisition agreement cannot be negotiated within thirty (30) days of notification to the designated supplier, the Purchasing Commission may terminate negotiations with that supplier and negotiate an acquisition agreement with another supplier.

20.Short List

The evaluation procedure may be to develop a short list based on the stated criteria. The short listed suppliers may be asked to prepare a presentation, supply demonstration equipment or provide additional technical literature prior to the final selection.

21.Notification of Change:

All recipients of this ITQ will be notified regarding any changes made to this document for purpose of clarification.

22.Changes to ITQ Wording:

The supplier will not change the wording of the ITQ after submission and no words or comments shall be added to the general conditions or detailed specifications unless requested by the Province for purpose of clarification.

**23.Subcontracting**

Using a subcontractor (who must be clearly identified) to remedy deficiencies in the prime suppliers product or service is acceptable. This also includes a joint submission by two suppliers having no formal corporate links. However, in this case, one of the suppliers must be prepared to take overall responsibility for successful interconnection of the two products/service lines and this must be defined in the quote.

24.Subcontracting to any firm or individual whose current or past corporate or other interests may, in the Province's opinion, give rise to a conflict of interest in connection with this project, will not be permitted. This includes, but not limited to, any firm or individual involved in the preparation of this ITQ.

**25.Acceptance of Quote**

This ITQ should not be construed as a contract to purchase goods or services. The Province is not bound to accept the lowest price or any quote of those submitted.

26.Subsequent to the submission of quotes, interviews and negotiation may be conducted with some of the suppliers, but there shall be no obligation to receive further information, whether written or oral, from any supplier nor to disclose the nature of any quotes received.

27.The Province reserves the right to modify the terms of the ITQ at any time at its sole discretion.

28.Neither acceptance of a quote or execution of an agreement shall constitute approval of any activity or development contemplated in any quote that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

**29.Liability of Errors:**

While the Province has taken reasonable care to ensure the accuracy of information in this ITQ, all prospective suppliers are urged to conduct their own investigations into the material facts and the Province shall not be held liable or accountable for any error or omission in any part of this ITQ.

**30.Acceptance of Terms:**

All the terms and conditions of this ITQ are assumed to be accepted by the supplier and incorporated in its quote, except those conditions and provisions which are expressly excluded by the quote.

**31.Contract Administrator:**

A contract administrator will be assigned to oversee the contract awarded to the successful supplier. In addition, the successful supplier should name a counterpart project manager. The supplier's project manager will be responsible for providing schedule status reports to the contract administrator or his designate.

**32.Compliance with Laws:**

The contractor shall give all the notices and obtain all the licenses and permits required to perform the work. The contractor shall comply with all the laws applicable to the work or the performance of the contract.

**33.Confidentiality and Security:**

This document, or any portion thereof, may not be used for any purpose other than the submission of quote.

34.The successful supplier must agree to maintain security standards consistent with security policies of the Government of British Columbia. These include strict control of access to data and maintaining confidentiality of information gained while carrying out their duties.

35.Information pertaining to the Ministry obtained by the supplier as a result of participation in this project is confidential and must not be disclosed without written authorization from the Ministry.



## **SCHEDULE "A"**

### **A) SERVICES**

The contracted services will include:

- Survey of Okanagan Mountain Provincial Park boundary location, in the vicinity of trespass, the location is indicated on the attached maps;
- Survey must meet BCLS standards;
- Place wooden stakes on the Park boundary in and 100 metres beyond the trespass;
- Stakes in trespass area spread approximately 10 metres apart, with coloured ribbon to increase visibility;
- Place permanent IP markers in the following locations: Boundary corner of the trespass, 2 sites where trespass enters Park boundary;
- Provide digital images of the surveyed trespass in both directions taken from corners of the trespass;
- Provide 4 hard copy maps and one digital copy of the surveyed trespass, at an appropriate scale, indicating IP locations, surrounding land features to facilitate the location of the IP's, total sq. metre surface area of the trespass.

### **B) TERM:**

**From October 29, 2007 to December 15, 2007.**

## **SCHEDULE "B" – ITQ #**

DESCRIPTION OF SERVICE	RATE

All pricing is firm for the term of the contract.

Note: Pricing must be in above format, or bid may not be considered. No other expenses will be considered.

Within sixty (60) days of receipt by the Province of any aforesaid written statement of account the fees will be paid to the Contractor, subject to the Terms and Conditions of this Agreement (and Government Regulations).

## **GOODS AND SERVICES TAX**

This is to certify that the property and/or service ordered/purchased hereby are for the use of, and are being purchased by the Province of British Columbia at the Ministry of Environment with crown funds, and are therefore not subject to the goods and services tax.

The G.S.T. Registration number for the Province of British Columbia is R107864738.

# REQUEST FOR APPROVAL – CONTRACT SERVICE

CONTRACT#:

- ☐ AGRICULTURE AND LANDS  
☒ ENVIRONMENT  
☐ INTEGRATED LAND MANAGEMENT BUREAU  
☐ CORPORATE SERVICES  
☐ OTHER

<b>SECTION:</b>	<b>BC Parks</b>	<b>LOCATION:</b>	<b>Penticton</b>
<b>CONTRACTOR (Full legal name):</b>		<b>PHONE:</b>	
<b>ADDRESS:</b>		<b>FAX:</b>	
<b>EMAIL:</b>			
<b>DESCRIPTION OF SERVICES:</b>		To conduct a legal survey of a trespass withing Okanagan Mountain Provincial Park	
<b>RATIONALE:</b>		RTQ	
A) WHY A CONTRACT VS IN HOUSE B) JUSTIFY IF DIRECT AWARD			

PROCUREMENT PROCESS (Check one)	AIT/TILMA EXCLUSION LIST (Check one)	CATEGORY FOR STOBBS 60, 61, 63 CONTRACTS >\$5,000 (Check one)	METHOD OF SELECTION: (Check one)
(MANDATORY DFF FIELDS IN PO MODULE. SEE FOOTNOTES FOR CODE DESCRIPTION.)	(MANDATORY DFF FIELDS IN PO MODULE. SEE FOOTNOTES FOR CODE DESCRIPTION.)	SEE FOOTNOTES FOR CODE DESCRIPTION	
CODE DESCRIPTION	CODE DESCRIPTION	DESCRIPTION	
<input checked="" type="checkbox"/> 100 OPEN COMPETITIVE PROCESS <input type="checkbox"/> 200 DIRECT AWARD – PUBLIC SECTOR ORG. <input type="checkbox"/> 201 DIRECT AWARD – SOLE SOURCE <input type="checkbox"/> 202 DIRECT AWARD – EMERGENCY <input type="checkbox"/> 203 DIRECT AWARD – SECURITY, ORDER, ETC. <input type="checkbox"/> 204 DIRECT AWARD – CONFIDENTIALITY <input type="checkbox"/> 205 DIRECT AWARD – NOTICE OF INTENT <input type="checkbox"/> 206 DIRECT AWARD – NO JUSTIFICATION <input type="checkbox"/> 207 DIRECT AWARD – UNDER \$25,000 <input type="checkbox"/> 300 DIRECT INVITATION TO SELECTED VENDORS <input type="checkbox"/> 400 SELECTED VENDOR FROM PRE-QUALIFICATION LIST <input type="checkbox"/> 401 COMPETITION AMONG VENDORS ON A PRE-QUALIFICATION LIST <input type="checkbox"/> 500 PURCHASE FROM A CORPORATE SUPPLY ARRANGEMENT <input type="checkbox"/> 600 OTHER PURCHASE PROCESS <input type="checkbox"/> 601 OTHER – CONTINUING AGREEMENTS <input type="checkbox"/> 602 OTHER – TRANSFER UNDER AGREEMENT	<input type="checkbox"/> 100 PURCHASE SUBJECT TO AIT <input checked="" type="checkbox"/> 200 PURCHASE BELOW APPLICABLE AIT THRESHOLD <input type="checkbox"/> 300 PURCHASE OF AN EXEMPTED COMMODITY/SERVICE <input type="checkbox"/> 400 EXCLUDED – EMERGENCY <input type="checkbox"/> 500 EXCLUDED – SECURITY, ORDER, ETC. <input type="checkbox"/> 600 EXCLUDED – PRODUCT COMPATIBILITY/EXCLUSIVE RIGHTS <input type="checkbox"/> 700 EXCLUDED – PROCUREMENT OF PROTOTYPE <input type="checkbox"/> 800 EXCLUDED – REGIONAL /ECONOMIC DEVELOPMENT <input type="checkbox"/> 900 EXCLUDED – RISP PROGRAM (MOT)	<input type="checkbox"/> GMA <input type="checkbox"/> HR/LR <input type="checkbox"/> IT <input type="checkbox"/> PRA <input type="checkbox"/> PM <input type="checkbox"/> COM <input type="checkbox"/> BSA <input checked="" type="checkbox"/> OP <input type="checkbox"/> OTH	<input type="checkbox"/> DIRECT AWARD <input checked="" type="checkbox"/> INVITATION TO QUOTE <input type="checkbox"/> REQUEST FOR PROPOSAL <input type="checkbox"/> NOTICE OF INTENT <input type="checkbox"/> PHONE BIDS <b>INSURANCE REQUIREMENT</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <b>WCB #</b> ??? (IF APPLICABLE)
<b>LEGAL SERVICES REVIEW REQUIRED IF ≥ \$100,000</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<b>RECOVERABLE</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<b>APPROVED SUB-CONTRACTOR:</b> n/a

<b>TERM OF AGREEMENT</b>	<b>FROM: October 29, 2007</b>	<b>TO: December 15, 2007</b>	<b>FEE (HOUR/DAY ETC) \$ na</b>
<b>MAX FEE PAYABLE: \$</b>	<b>MAX EXPENSES PAYABLE: \$ n/a</b>		<b>TOTAL VALUE: \$</b>
<b>CLIENT</b>	<b>RESPONSIBILITY</b>	<b>SERVICE LINE</b>	<b>STOB</b>
048	296MO	31205	6001
<b>MANAGEMENT/EXPENSE AUTHORITY APPROVAL</b>		<b>QUALIFIED RECEIVER</b>	
SIGNATURE		SIGNATURE	
DATE		DATE	
<b>EXPENSE AUTHORITY</b> (PLEASE TYPE IN NAME)		<b>CONTRACT MONITOR</b> (PLEASE TYPE IN NAME)	
James Hopkins		Mike Ladd, Area Supervisor	

## Procurement Process DFF - List of Values

<u>Code</u>	<u>Description</u>
100	<b>Open competitive process:</b> An open competitive process (e.g., Invitation to Quote, Request for Proposal, Joint Solution Procurement, Invitation to Tender, or other) has been utilized, normally by advertising the opportunity on BC Bid.
200	<b>Direct Award - Public sector organization:</b> Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where the contract is with another government organization.
201	<b>Direct Award - Sole source:</b> Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where the ministry can strictly prove that only one contractor is qualified to provide the goods, services or construction or is capable of engaging in a disposal opportunity.
202	<b>Direct Award – Emergency:</b> Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where an unforeseeable emergency exists and the goods, services or construction could not be obtained in time by means of a competitive process.
203	<b>Direct Award - Security, order, etc.:</b> Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where a competitive process would interfere with a ministry's ability to maintain security or order or to protect human, animal or plant life or health.
204	<b>Direct Award – Confidentiality:</b> Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where the acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise government confidentiality, cause economic disruption or be contrary to the public interest.
205	<b>Direct Award - Notice of Intent:</b> A Notice of Intent must be posted on BC Bid when a contract for goods valued at more than \$25,000, or a contract for services or construction valued at more than \$25,000, is to be directly awarded on the basis that there is only one vendor that can provide the services required
206	<b>Direct Award - No justification:</b> Where a direct award has been made which is not justified under one of the exceptional conditions specified in the Core Policy Manual section 6.3.3 a (1), or a Notice of Intent has not been issued, or it is provided for under another policy.
207	<b>Direct Award – Under \$25,000</b>
300	<b>Direct Invitation to selected vendors:</b> A competitive solicitation which is issued to a limited list of vendors and not advertised on BC Bid.
400	<b>Selected vendor from pre-qualification list:</b> A contract that is issued to a vendor on a pre-qualification list without undertaking a competitive process.
401	<b>Competition among vendors on a pre-qualification list:</b> A competitive solicitation which is issued to a limited list of vendors selected from a pre-qualification list.
500	<b>Purchase from a Corporate Supply Arrangement:</b> A purchase from a pre-established corporate supply arrangement such as a MSO, SO, the Queen's Printer or other as identified in the Core Policy Manual section 6.3.2 a (1).
600	<b>Other Purchase Process:</b> Other recognized procurement process, such as the purchase card.
601	<b>Other – Continuing Agreements:</b> For second and subsequent years of multi-year agreements.
602	<b>Other – Transfer Under Agreement:</b> For grants (both Conditional and Unconditional), Transfers and Entitlements.

## Agreement on Internal Trade DFF - List of Values

<u>Code</u>	<u>Description</u>
100	<b>Purchase subject to AIT:</b> The purchase is over the AIT thresholds (\$25K for goods and \$100K for services and construction) and is not excluded or exempted under any other provision of the AIT or other category below.
200	<b>Purchase below applicable AIT threshold:</b> The purchase is under the AIT thresholds (\$25K for goods and \$100K for services and construction).
300	<b>Purchase of an exempted commodity/service:</b> The purchase is for goods, services or construction that is exempted from coverage of the AIT by virtue of its specific reference in Chapter 5 of the agreement (e.g., health and social services).
400	<b>Excluded – Emergency:</b> A purchase where an unforeseeable situation of urgency exists and the goods, services or construction cannot be obtained in time by means of an open procurement.
500	<b>Excluded - Security, order, etc.:</b> A purchase where compliance with the open tendering provisions set out in Chapter 5 of the AIT would interfere with the Province's ability to maintain security or order or to protect human, animal or plant life or health.
600	<b>Excluded - Product compatibility/exclusive rights:</b> A purchase which must: ensure compatibility with existing products; recognize exclusive rights, such as exclusive licenses, copyright and patent rights; or maintain specialized products that must be maintained by the manufacturer or its representative.
700	<b>Excluded - Procurement of prototype:</b> The procurement of a prototype or a first good or service to be developed in the course of and for a particular contract for research, experiment, study or original development, but not for any subsequent purchases.
800	<b>Excluded - Regional/Economic development:</b> A purchase which, under exceptional circumstances, may be excluded by the Province from the application of Chapter 5 of the AIT for regional and economic development purposes.

## Code Descriptions for Stob 60, 61, and 63

The following definitions are to be used to classify contracts in STOBs 60, 61, and 63 which fall into the categories listed. If the contract does not fit into one of these broad categories, it should be excluded from the analysis.

Recoverable contracts should be identified as such and will be excluded from the information submitted to central agencies if submission is required.

**GMA** (General Management Advice) – Contracts providing information for, or advice on, the planning and/or management of programs.

**HR/LR** (Human Resources & LR) – Contracts providing Human Resources services or human resource related services such as coaching/facilitation and organizational design.

**IT** (IT Consulting) – Consulting services related to information technology. This would include contracts consulting on systems development or management of systems. It would not include the work done to develop the system, writing code, data entry etc.

**PRA** (Policy, Research and Analysis) – Contracts providing planning services that contribute to or recommend policy, or consultation on policy issues; contracts that provide research and analysis to advise in program management.

**PM** (Project Management) – Contracts where an external project manager is hired to run a project or facilitate activities.

**COM** (Communications) – Contracts providing professional services related to the planning writing, preparation or distribution of communications

**BSA** (Business Support & Administrative) – Contracts where administrative support is supplied such as administrative services, filing, cataloguing, records administration, etc. Also includes Secretariat support services.

**OP** (Operational) – Contracts where non consulting type work is being performed that is performing a services that does not fit into one of the categories above. Examples include data entry, building fences, maintenance activities, writing and delivery of training program

**OTH** (Other) - Contracts which do not fall into any of the above categories.



October 17, 2007

File #ITQ-CPNEN08054

Penticton, BC

Attention: , BCLS

Re: Invitation to Quote

Please consider providing a quote for survey work in the Naramata area for BC Parks. We require a short area of the boundary of Okanagan Mountain Provincial Park surveyed to determine an area of trespass within the Park boundary.

The maps of the boundary location to be surveyed are attached to the ITQ form.

We will require a Total Bid Price, including taxes (GST exempt) for the services listed in Schedule A, on the attached form. The Total Bid Price must be filled in at the appropriate location on Schedule B, on the same form. Please return the entire form to our office by 12:00 Noon, October 24, 2007.

If you have any question, please call me at 250-488-2752.

Yours truly,

Mike Ladd  
Area Supervisor  
BC Parks



October 17, 2007

File #ITQ-CPNEN08054

McElhanney Consulting Services Ltd  
102-130 Nanaimo Avenue West  
Penticton, BC V2A 8G1

Attention: Mr. Derek Blaszak, BCLS

Re: Invitation to Quote

Please consider providing a quote for survey work in the Naramata area for BC Parks. We require a short area of the boundary of Okanagan Mountain Provincial Park surveyed to determine an area of trespass within the Park boundary.

The maps of the boundary location to be surveyed are attached to the ITQ form.

We will require a Total Bid Price, including taxes (GST exempt) for the services listed in Schedule A, on the attached form. The Total Bid Price must be filled in at the appropriate location on Schedule B, on the same form. Please return the entire form to our office by 12:00 Noon, October 24, 2007.

If you have any question, please call me at 250-488-2752.

Yours truly,

Mike Ladd  
Area Supervisor  
BC Parks



October 17, 2007

File #ITQ-CPNEN08054

Steven J. Buzikievich Land Surveying Ltd.  
54 Nanaimo Avenue  
Penticton, BC V2A 1L9

Attention: Mr. Steve Buzikievich, BCLS

Re: Invitation to Quote

Please consider providing a quote for survey work in the Naramata area for BC Parks. We require a short area of the boundary of Okanagan Mountain Provincial Park surveyed to determine an area of trespass within the Park boundary.

The maps of the boundary location to be surveyed are attached to the ITQ form.

We will require a Total Bid Price, including taxes (GST exempt) for the services listed in Schedule A, on the attached form. The Total Bid Price must be filled in at the appropriate location on Schedule B, on the same form. Please return the entire form to our office by 12:00 Noon, October 24, 2007.

If you have any question, please call me at 250-488-2752.

Yours truly,

Mike Ladd  
Area Supervisor  
BC Parks



October 17, 2007

File #ITQ-CPNEN08054

Ferguson TE Land Surveying Ltd  
216-1626 Richter Street  
Kelowna, BC V1Y 2M3

Attention: Mr. Bruce Davies, BCLS

Re: Invitation to Quote

Please consider providing a quote for survey work in the Naramata area for BC Parks. We require a short area of the boundary of Okanagan Mountain Provincial Park surveyed to determine an area of trespass within the Park boundary.

The maps of the boundary location to be surveyed are attached to the ITQ form.

We will require a Total Bid Price, including taxes (GST exempt) for the services listed in Schedule A, on the attached form. The Total Bid Price must be filled in at the appropriate location on Schedule B, on the same form. Please return the entire form to our office by 12:00 Noon, October 24, 2007.

If you have any question, please call me at 250-488-2752.

Yours truly,

Mike Ladd  
Area Supervisor  
BC Parks

# REQUEST FOR APPROVAL – CONTRACT SERVICE

CONTRACT#:

- ☐ AGRICULTURE AND LANDS  
☒ ENVIRONMENT  
☐ INTEGRATED LAND MANAGEMENT BUREAU  
☐ CORPORATE SERVICES  
☐ OTHER

<b>SECTION:</b>	BC Parks, Ecosystem Stewardship		<b>LOCATION:</b>	Penticton, South Interior Region	
<b>CONTRACTOR (Full legal name):</b>	Steven J. Buzikievich Land Surveying Inc.		<b>PHONE:</b>	(250) 492-0559	
<b>ADDRESS:</b>			<b>FAX:</b>	(250) 492-9851	
<b>EMAIL:</b>	steveb@vip.net				
<b>DESCRIPTION OF SERVICES:</b>	Conduct a legal survey of a possible trespass within Okanagan Mountain Provincial Park				
<b>RATIONALE:</b> A) WHY A CONTRACT VS IN HOUSE B) JUSTIFY IF DIRECT AWARD	ITQ to 3 firms were distributed and only 1 firm responded.				

PROCUREMENT PROCESS (Check one)	AIT/TILMA EXCLUSION LIST (Check one)	CATEGORY FOR STOBBS 60, 61, 63 CONTRACTS >\$5,000 (Check one)	METHOD OF SELECTION: (Check one)
(MANDATORY DFF FIELDS IN PO MODULE. SEE FOOTNOTES FOR CODE DESCRIPTION.)	(MANDATORY DFF FIELDS IN PO MODULE. SEE FOOTNOTES FOR CODE DESCRIPTION.)	SEE FOOTNOTES FOR CODE DESCRIPTION	
CODE DESCRIPTION	CODE DESCRIPTION	DESCRIPTION	
<input checked="" type="checkbox"/> 100 OPEN COMPETITIVE PROCESS <input type="checkbox"/> 200 DIRECT AWARD – PUBLIC SECTOR ORG. <input type="checkbox"/> 201 DIRECT AWARD – SOLE SOURCE <input type="checkbox"/> 202 DIRECT AWARD – EMERGENCY <input type="checkbox"/> 203 DIRECT AWARD – SECURITY, ORDER, ETC. <input type="checkbox"/> 204 DIRECT AWARD – CONFIDENTIALITY <input type="checkbox"/> 205 DIRECT AWARD – NOTICE OF INTENT <input type="checkbox"/> 206 DIRECT AWARD – NO JUSTIFICATION <input type="checkbox"/> 207 DIRECT AWARD – UNDER \$25,000 <input type="checkbox"/> 300 DIRECT INVITATION TO SELECTED VENDORS <input type="checkbox"/> 400 SELECTED VENDOR FROM PRE-QUALIFICATION LIST <input type="checkbox"/> 401 COMPETITION AMONG VENDORS ON A PRE-QUALIFICATION LIST <input type="checkbox"/> 500 PURCHASE FROM A CORPORATE SUPPLY ARRANGEMENT <input type="checkbox"/> 600 OTHER PURCHASE PROCESS <input type="checkbox"/> 601 OTHER – CONTINUING AGREEMENTS <input type="checkbox"/> 602 OTHER – TRANSFER UNDER AGREEMENT	<input type="checkbox"/> 100 PURCHASE SUBJECT TO AIT <input checked="" type="checkbox"/> 200 PURCHASE BELOW APPLICABLE AIT THRESHOLD <input type="checkbox"/> 300 PURCHASE OF AN EXEMPTED COMMODITY/SERVICE <input type="checkbox"/> 400 EXCLUDED – EMERGENCY <input type="checkbox"/> 500 EXCLUDED – SECURITY, ORDER, ETC. <input type="checkbox"/> 600 EXCLUDED – PRODUCT COMPATIBILITY/EXCLUSIVE RIGHTS <input type="checkbox"/> 700 EXCLUDED – PROCUREMENT OF PROTOTYPE <input type="checkbox"/> 800 EXCLUDED – REGIONAL /ECONOMIC DEVELOPMENT <input type="checkbox"/> 900 EXCLUDED – RISP PROGRAM (MOT)	<input type="checkbox"/> GMA <input type="checkbox"/> HR/LR <input type="checkbox"/> IT <input type="checkbox"/> PRA <input type="checkbox"/> PM <input type="checkbox"/> COM <input type="checkbox"/> BSA <input checked="" type="checkbox"/> OP <input type="checkbox"/> OTH	<input type="checkbox"/> DIRECT AWARD <input checked="" type="checkbox"/> INVITATION TO QUOTE <input type="checkbox"/> REQUEST FOR PROPOSAL <input type="checkbox"/> NOTICE OF INTENT <input type="checkbox"/> PHONE BIDS  <b>INSURANCE REQUIREMENT</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO  <b>WCB #</b> 292716 AA (054) <small>(IF APPLICABLE)</small>
<b>LEGAL SERVICES REVIEW REQUIRED IF ≥ \$100,000</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<b>RECOVERABLE</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<b>APPROVED SUB-CONTRACTOR:</b>

<b>TERM OF AGREEMENT</b>	<b>FROM:</b> November 28, 2007	<b>TO:</b> March 31, 2008	<b>FEE (HOUR/DAY ETC)</b> \$ n/a
<b>MAX FEE PAYABLE:</b> \$ 13,428.00	<b>MAX EXPENSES PAYABLE:</b> \$ n/a		<b>TOTAL VALUE:</b> \$ 13,428.00
<b>CLIENT</b>	<b>RESPONSIBILITY</b>	<b>SERVICE LINE</b>	<b>STOB</b>
048	296L1	30656	6001
<b>PROJECT</b>		2900000	
<b>MANAGEMENT/EXPENSE AUTHORITY APPROVAL</b>		<b>QUALIFIED RECEIVER</b>	
SIGNATURE _____ DATE _____		SIGNATURE _____ DATE _____	
<b>EXPENSE AUTHORITY</b> (PLEASE TYPE IN NAME) <b>Drew Carmichael, Manager</b>		<b>CONTRACT MONITOR</b> (PLEASE TYPE IN NAME) <b>Mike Ladd, Area Supervisor</b>	



## Procurement Process DFF - List of Values

<u>Code</u>	<u>Description</u>
100	<b>Open competitive process:</b> An open competitive process (e.g., Invitation to Quote, Request for Proposal, Joint Solution Procurement, Invitation to Tender, or other) has been utilized, normally by advertising the opportunity on BC Bid.
200	<b>Direct Award - Public sector organization:</b> Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where the contract is with another government organization.
201	<b>Direct Award - Sole source:</b> Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where the ministry can strictly prove that only one contractor is qualified to provide the goods, services or construction or is capable of engaging in a disposal opportunity.
202	<b>Direct Award – Emergency:</b> Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where an unforeseeable emergency exists and the goods, services or construction could not be obtained in time by means of a competitive process.
203	<b>Direct Award - Security, order, etc.:</b> Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where a competitive process would interfere with a ministry's ability to maintain security or order or to protect human, animal or plant life or health.
204	<b>Direct Award – Confidentiality:</b> Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where the acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise government confidentiality, cause economic disruption or be contrary to the public interest.
205	<b>Direct Award - Notice of Intent:</b> A Notice of Intent must be posted on BC Bid when a contract for goods valued at more than \$25,000, or a contract for services or construction valued at more than \$25,000, is to be directly awarded on the basis that there is only one vendor that can provide the services required
206	<b>Direct Award - No justification:</b> Where a direct award has been made which is not justified under one of the exceptional conditions specified in the Core Policy Manual section 6.3.3 a (1), or a Notice of Intent has not been issued, or it is provided for under another policy.
207	<b>Direct Award – Under \$25,000</b>
300	<b>Direct Invitation to selected vendors:</b> A competitive solicitation which is issued to a limited list of vendors and not advertised on BC Bid.
400	<b>Selected vendor from pre-qualification list:</b> A contract that is issued to a vendor on a pre-qualification list without undertaking a competitive process.
401	<b>Competition among vendors on a pre-qualification list:</b> A competitive solicitation which is issued to a limited list of vendors selected from a pre-qualification list.
500	<b>Purchase from a Corporate Supply Arrangement:</b> A purchase from a pre-established corporate supply arrangement such as a MSO, SO, the Queen's Printer or other as identified in the Core Policy Manual section 6.3.2 a (1).
600	<b>Other Purchase Process:</b> Other recognized procurement process, such as the purchase card.
601	<b>Other – Continuing Agreements:</b> For second and subsequent years of multi-year agreements.
602	<b>Other – Transfer Under Agreement:</b> For grants (both Conditional and Unconditional), Transfers and Entitlements.

## Agreement on Internal Trade DFF - List of Values

<u>Code</u>	<u>Description</u>
100	<b>Purchase subject to AIT:</b> The purchase is over the AIT thresholds (\$25K for goods and \$100K for services and construction) and is not excluded or exempted under any other provision of the AIT or other category below.
200	<b>Purchase below applicable AIT threshold:</b> The purchase is under the AIT thresholds (\$25K for goods and \$100K for services and construction).
300	<b>Purchase of an exempted commodity/service:</b> The purchase is for goods, services or construction that is exempted from coverage of the AIT by virtue of its specific reference in Chapter 5 of the agreement (e.g., health and social services).
400	<b>Excluded – Emergency:</b> A purchase where an unforeseeable situation of urgency exists and the goods, services or construction cannot be obtained in time by means of an open procurement.
500	<b>Excluded - Security, order, etc.:</b> A purchase where compliance with the open tendering provisions set out in Chapter 5 of the AIT would interfere with the Province's ability to maintain security or order or to protect human, animal or plant life or health.
600	<b>Excluded - Product compatibility/exclusive rights:</b> A purchase which must: ensure compatibility with existing products; recognize exclusive rights, such as exclusive licenses, copyright and patent rights; or maintain specialized products that must be maintained by the manufacturer or its representative.
700	<b>Excluded - Procurement of prototype:</b> The procurement of a prototype or a first good or service to be developed in the course of and for a particular contract for research, experiment, study or original development, but not for any subsequent purchases.
800	<b>Excluded - Regional/Economic development:</b> A purchase which, under exceptional circumstances, may be excluded by the Province from the application of Chapter 5 of the AIT for regional and economic development purposes.

## Code Descriptions for Stob 60, 61, and 63

The following definitions are to be used to classify contracts in STOBs 60, 61, and 63 which fall into the categories listed. If the contract does not fit into one of these broad categories, it should be excluded from the analysis.

Recoverable contracts should be identified as such and will be excluded from the information submitted to central agencies if submission is required.

**GMA** (General Management Advice) – Contracts providing information for, or advice on, the planning and/or management of programs.

**HR/LR** (Human Resources & LR) – Contracts providing Human Resources services or human resource related services such as coaching/facilitation and organizational design.

**IT** (IT Consulting) – Consulting services related to information technology. This would include contracts consulting on systems development or management of systems. It would not include the work done to develop the system, writing code, data entry etc.

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**COM** (Communications) – Contracts providing professional services related to the planning writing, preparation or distribution of communications

**BSA** (Business Support & Administrative) – Contracts where administrative support is supplied such as administrative services, filing, cataloguing, records administration, etc. Also includes Secretariat support services.

**OP** (Operational) – Contracts where non consulting type work is being performed that is performing a services that does not fit into one of the categories above. Examples include data entry, building fences, maintenance activities, writing and delivery of training program

**OTH** (Other) - Contracts which do not fall into any of the above categories.

**General Service Agreement  
Schedule A - Services**

1. You must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter that may be attached as Appendix "1" to this Schedule provided that if there is a conflict between a provision in the Appendix and any other provision of this Agreement, the provision in the Appendix is inoperative to the extent of the conflict.]

2. General

The work is to conduct a legal survey of a portion of the boundary of Okanagan Mountain Provincial Park. The Provincial Park is located north of Naramata, BC. The specific portion of the boundary is indicated in Appendix 1. A map of the Provincial Park is in Appendix 2 and location of the Park in relation to local communities is in Appendix 3.

3. Deliverables

The services to be provided are listed as follows:

- conduct a legal survey of the boundary described in #2;
- conduct a legal survey of the boundary of the alleged trespass;
- install an Iron Pin (IP) at the corner of the Park boundary (if necessary);
- install permanent markers setback 5-10 metres from the alleged trespass, indicating setback distance and bearing;
- installing wood stakes, tied off with orange flagging approximately 10 metres apart, along the Park boundary from the IP and continuing for 50 metres beyond the alleged trespass location;
- installing wood stakes, tied off with blue flagging approximately 10 metres apart, along the boundary of alleged trespass;
- providing digital images of the park boundary and alleged trespass;
- provide 5 copies of a report, signed off by a BCLS, indicating the results of the survey, including a summary, legend, legal survey map of the Park boundary, legal survey of the trespass, information on the total area of the trespass, colour pictures of the boundary of alleged trespass taken from the IP and Park boundary.

4. Date for Deliverables

The legal map, ground work, report and other information must be delivered no later than March 15, 2008.

5. Date for Invoice

The invoice for the total for all services provided under contract must be delivered no later than March 15, 2008.

**General Service Agreement  
Schedule D - Insurance**

1. You must, without limiting your obligation or liabilities and at your own expense, purchase and maintain throughout the term of this Agreement the following insurances with insurers licensed in Canada.
  - (a) Commercial General Liability in an amount not less than \$2,000,000 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
    - (i) include the Province as an additional insured,
    - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
    - (iii) include a cross liability clause; and
  - (b) Professional Liability insuring your liability resulting from errors or omissions in the performance of the Services in an amount per occurrence and in the aggregate calculated as follows
    - (i) \$1,000,000, if the Maximum Amount set out in Schedule "B" is under \$500,000,
    - (ii) \$2,000,000, if the Maximum Amount set out in Schedule "B" is \$500,000 to \$2,000,000, or
    - (iii) not less than \$2,000,000, if the Maximum Amount set out in Schedule "B" exceeds \$2,000,000.
2. All insurance described in paragraph 1 of this Schedule must:
  - (a) be primary; and
  - (b) not require the sharing of any loss by any insurer of the Province.
3. You must provide to us when requested by us:
  - (a) evidence in the form of a completed Province of British Columbia Certificate of Insurance of all required insurance; or

- (b) certified copies of required policies.
- 4. Notwithstanding paragraph 1(b) of this Schedule, if in our sole discretion, we have approved in writing an alternative to the Professional Liability Insurance requirement set out in paragraph 1(b), then you will maintain throughout the term of this Agreement, that alternative in accordance with the terms of the approval.
- 5. You will comply with the Workers' Compensation Act and in particular will obtain and maintain during the term of this Agreement, the necessary coverage for yourself and any of your employees, and will, upon request by the Province, provide particulars of such coverage.

# REQUEST FOR APPROVAL – CONTRACT SERVICE

CONTRACT#:

- ☐ AGRICULTURE AND LANDS  
☒ ENVIRONMENT  
☐ INTEGRATED LAND MANAGEMENT BUREAU  
☐ CORPORATE SERVICES  
☐ OTHER

SECTION: BC Parks, Ecosystem Stewardship

LOCATION: Penticton, South Interior Region

CONTRACTOR (Full legal name): Steven J. Buzikievich Land Surveying Inc.

PHONE: (250) 492-0559

ADDRESS:

FAX: (250) 492-9851

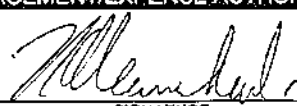
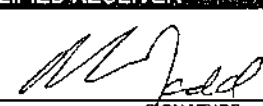
EMAIL: steveb@vip.net

DESCRIPTION OF SERVICES: Conduct a legal survey of a possible trespass within Okanagan Mountain Provincial Park

RATIONALE: ITQ to 3 firms were distributed and only 1 firm responded.

- A) WHY A CONTRACT VS IN HOUSE  
 B) JUSTIFY IF DIRECT AWARD

PROCUREMENT PROCESS (Check one)	ART/TILMA EXCLUSION LIST (Check one)	CATEGORY FOR STOBS 60, 61, 63 CONTRACTS >\$5,000 (Check one)	METHOD OF SELECTION: (Check one)
(MANDATORY DFF FIELDS IN PO MODULE. SEE FOOTNOTES FOR CODE DESCRIPTION.)	(MANDATORY DFF FIELDS IN PO MODULE. SEE FOOTNOTES FOR CODE DESCRIPTION.)	SEE FOOTNOTES FOR CODE DESCRIPTION	
<b>CODE DESCRIPTION</b>	<b>CODE DESCRIPTION</b>	<b>DESCRIPTION</b>	
<input checked="" type="checkbox"/> 100 OPEN COMPETITIVE PROCESS	<input type="checkbox"/> 100 PURCHASE SUBJECT TO AIT	<input type="checkbox"/> GMA	<input type="checkbox"/> DIRECT AWARD
<input type="checkbox"/> 200 DIRECT AWARD – PUBLIC SECTOR ORG.	<input checked="" type="checkbox"/> 200 PURCHASE BELOW APPLICABLE AIT THRESHOLD	<input type="checkbox"/> HR/LR	<input checked="" type="checkbox"/> INVITATION TO QUOTE
<input type="checkbox"/> 201 DIRECT AWARD – SOLE SOURCE	<input type="checkbox"/> 300 PURCHASE OF AN EXEMPTED COMMODITY/SERVICE	<input type="checkbox"/> IT	<input type="checkbox"/> REQUEST FOR PROPOSAL
<input type="checkbox"/> 202 DIRECT AWARD – EMERGENCY	<input type="checkbox"/> 400 EXCLUDED – EMERGENCY	<input type="checkbox"/> PRA	<input type="checkbox"/> NOTICE OF INTENT
<input type="checkbox"/> 203 DIRECT AWARD – SECURITY, ORDER, ETC.	<input type="checkbox"/> 500 EXCLUDED – SECURITY, ORDER, ETC.	<input type="checkbox"/> PM	<input type="checkbox"/> PHONE BIDS
<input type="checkbox"/> 204 DIRECT AWARD – CONFIDENTIALITY	<input type="checkbox"/> 600 EXCLUDED – PRODUCT COMPATIBILITY/EXCLUSIVE RIGHTS	<input type="checkbox"/> COM	
<input type="checkbox"/> 205 DIRECT AWARD – NOTICE OF INTENT	<input type="checkbox"/> 700 EXCLUDED – PROCUREMENT OF PROTOTYPE	<input type="checkbox"/> BSA	<b>INSURANCE REQUIREMENT</b>
<input type="checkbox"/> 206 DIRECT AWARD – NO JUSTIFICATION	<input type="checkbox"/> 800 EXCLUDED – REGIONAL/ECONOMIC DEVELOPMENT	<input checked="" type="checkbox"/> OP	<input checked="" type="checkbox"/> YES
<input type="checkbox"/> 207 DIRECT AWARD – UNDER \$25,000	<input type="checkbox"/> 900 EXCLUDED – RISP PROGRAM (MOT)	<input type="checkbox"/> OTH	<input type="checkbox"/> NO
<input type="checkbox"/> 300 DIRECT INVITATION TO SELECTED VENDORS			
<input type="checkbox"/> 400 SELECTED VENDOR FROM PRE-QUALIFICATION LIST			
<input type="checkbox"/> 401 COMPETITION AMONG VENDORS ON A PRE-QUALIFICATION LIST			
<input type="checkbox"/> 500 PURCHASE FROM A CORPORATE SUPPLY ARRANGEMENT			
<input type="checkbox"/> 600 OTHER PURCHASE PROCESS			
<input type="checkbox"/> 601 OTHER – CONTINUING AGREEMENTS			
<input type="checkbox"/> 602 OTHER – TRANSFER UNDER AGREEMENT			
	<b>LEGAL SERVICES REVIEW REQUIRED IF ≥ \$100,000</b>	<b>RECOVERABLE</b>	<b>APPROVED SUB-CONTRACTOR:</b>
	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> YES Partly	
	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> NO	

<b>TERM OF AGREEMENT</b>	FROM: November 28, 2007	TO: March 31, 2008	FEE (HOUR/DAY ETC) \$ n/a
<b>MAX FEE PAYABLE:</b>	\$ 13,428.00	<b>MAX EXPENSES PAYABLE:</b>	\$ n/a
		<b>TOTAL VALUE:</b>	\$ 13,428.00
<b>CLIENT</b>	<b>RESPONSIBILITY</b>	<b>SERVICE LINE</b>	<b>STOB</b>
048	296L1	30656	6001
<b>PROJECT</b>		2900000	
<b>MANAGEMENT/EXPENSE AUTHORITY APPROVAL</b>		<b>QUALIFIED RECEIVER</b>	
 SIGNATURE		 SIGNATURE	
Nov. 28 / 07 DATE		Nov 28 / 07 DATE	
<b>EXPENSE AUTHORITY</b>		<b>CONTRACT MONITOR</b>	
(PLEASE TYPE IN NAME)		(PLEASE TYPE IN NAME)	
Drew Carmichael, Manager		Mike Ladd, Area Supervisor	

## Procurement Process DFF - List of Values

<u>Code</u>	<u>Description</u>
100	<b>Open competitive process:</b> An open competitive process (e.g., Invitation to Quote, Request for Proposal, Joint Solution Procurement, Invitation to Tender, or other) has been utilized, normally by advertising the opportunity on BC Bid.
200	<b>Direct Award - Public sector organization:</b> Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where the contract is with another government organization.
201	<b>Direct Award - Sole source:</b> Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where the ministry can strictly prove that only one contractor is qualified to provide the goods, services or construction or is capable of engaging in a disposal opportunity.
202	<b>Direct Award - Emergency:</b> Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where an unforeseeable emergency exists and the goods, services or construction could not be obtained in time by means of a competitive process.
203	<b>Direct Award - Security, order, etc.:</b> Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where a competitive process would interfere with a ministry's ability to maintain security or order or to protect human, animal or plant life or health.
204	<b>Direct Award - Confidentiality:</b> Contracts for acquisitions (of goods, services, and construction) and disposals may be negotiated and directly awarded without competitive process where the acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise government confidentiality, cause economic disruption or be contrary to the public interest.
205	<b>Direct Award - Notice of Intent:</b> A Notice of Intent must be posted on BC Bid when a contract for goods valued at more than \$25,000, or a contract for services or construction valued at more than \$25,000, is to be directly awarded on the basis that there is only one vendor that can provide the services required.
206	<b>Direct Award - No justification:</b> Where a direct award has been made which is not justified under one of the exceptional conditions specified in the Core Policy Manual section 6.3.3 a (1), or a Notice of Intent has not been issued, or it is provided for under another policy.
207	<b>Direct Award - Under \$25,000</b>
300	<b>Direct Invitation to selected vendors:</b> A competitive solicitation which is issued to a limited list of vendors and not advertised on BC Bid.
400	<b>Selected vendor from pre-qualification list:</b> A contract that is issued to a vendor on a pre-qualification list without undertaking a competitive process.
401	<b>Competition among vendors on a pre-qualification list:</b> A competitive solicitation which is issued to a limited list of vendors selected from a pre-qualification list.
500	<b>Purchase from a Corporate Supply Arrangement:</b> A purchase from a pre-established corporate supply arrangement such as a MSO, SO, the Queen's Printer or other as identified in the Core Policy Manual section 6.3.2 a (1).
600	<b>Other Purchase Process:</b> Other recognized procurement process, such as the purchase card.
601	<b>Other - Continuing Agreements:</b> For second and subsequent years of multi-year agreements.
602	<b>Other - Transfer Under Agreement:</b> For grants (both Conditional and Unconditional), Transfers and Entitlements.

## Agreement on Internal Trade DFF - List of Values

<u>Code</u>	<u>Description</u>
100	<b>Purchase subject to AIT:</b> The purchase is over the AIT thresholds (\$25K for goods and \$100K for services and construction) and is not excluded or exempted under any other provision of the AIT or other category below.
200	<b>Purchase below applicable AIT threshold:</b> The purchase is under the AIT thresholds (\$25K for goods and \$100K for services and construction).
300	<b>Purchase of an exempted commodity/service:</b> The purchase is for goods, services or construction that is exempted from coverage of the AIT by virtue of its specific reference in Chapter 5 of the agreement (e.g., health and social services).
400	<b>Excluded - Emergency:</b> A purchase where an unforeseeable situation of urgency exists and the goods, services or construction cannot be obtained in time by means of an open procurement.
500	<b>Excluded - Security, order, etc.:</b> A purchase where compliance with the open tendering provisions set out in Chapter 5 of the AIT would interfere with the Province's ability to maintain security or order or to protect human, animal or plant life or health.
600	<b>Excluded - Product compatibility/exclusive rights:</b> A purchase which must ensure compatibility with existing products; recognize exclusive rights, such as exclusive licenses, copyright and patent rights; or maintain specialized products that must be maintained by the manufacturer or its representative.
700	<b>Excluded - Procurement of prototype:</b> The procurement of a prototype or a first good or service to be developed in the course of and for a particular contract for research, experiment, study or original development, but not for any subsequent purchases.
800	<b>Excluded - Regional/Economic development:</b> A purchase which, under exceptional circumstances, may be excluded by the Province from the application of Chapter 5 of the AIT for regional and economic development purposes.

## Code Descriptions for Stob 60, 61, and 63

The following definitions are to be used to classify contracts in STOBs 60, 61, and 63 which fall into the categories listed. If the contract does not fit into one of these broad categories, it should be excluded from the analysis.

Recoverable contracts should be identified as such and will be excluded from the information submitted to central agencies if submission is required.

**GMA (General Management Advice)** - Contracts providing information for, or advice on, the planning and/or management of programs.

**HR/LR (Human Resources & LR)** - Contracts providing Human Resources services or human resource related services such as coaching/facilitation and organizational design.

**IT (IT Consulting)** - Consulting services related to information technology. This would include contracts consulting on systems development or management of systems. It would not include the work done to develop the system, writing code, data entry etc.

**PRA (Policy, Research and Analysis)** - Contracts providing planning services that contribute to or recommend policy, or consultation on policy issues; contracts that provide research and analysis to advise in program management.

**PM (Project Management)** - Contracts where an external project manager is hired to run a project or facilitate activities.

**COM (Communications)** - Contracts providing professional services related to the planning writing, preparation or distribution of communications

**BSA (Business Support & Administrative)** - Contracts where administrative support is supplied such as administrative services, filing, cataloguing, records administration, etc. Also includes Secretariat support services.

**OP (Operational)** - Contracts where non consulting type work is being performed that is performing a services that does not fit into one of the categories above. Examples include data entry, building fences, maintenance activities, writing and delivery of training program

**OTH (Other)** - Contracts which do not fall into any of the above categories.



## General Service Agreement

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA as represented by the Minister of Environment the "Province", at the following address:

Ministry of Environment,  
102 Industrial Place, Penticton BC V2A 7C8

Fax Number: (250)490-2231

E-Mail Address: Michael.Ladd@gov.bc.ca

AND Steven J Buzikievich Land Surveying Inc.

the "Contractor", at the following address:

54<sup>N</sup>anaimo Avenue East, Penticton, BC V2A 1L9

Tel. No: : (250) 492-0559

Fax Number: (250)492-9851

E-Mail Address: steveb@vip.net

**THE PARTIES AGREE TO THE TERMS OF THE AGREEMENT SET OUT ON THE ATTACHED PAGES OF THIS DOCUMENT AND IN THE SCHEDULES OUTLINED BELOW (THIS "AGREEMENT"):**

### SCHEDULE A - SERVICES

See Schedule A, attached.

Term:

Start Date: November 28, 2007

End Date: March 31, 2008

### SCHEDULE B - FEES AND EXPENSES

Fees: \$13,428.00

Expenses: N/A

Maximum Amount: \$13,428.00 (include PST, where applicable).

### SCHEDULE C - APPROVED SUBCONTRACTOR(S)

N/A

### SCHEDULE D - INSURANCE

See Schedule D

### SCHEDULE E - PRIVACY PROTECTION

N/A

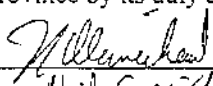
### SCHEDULE F - ADDITIONAL TERMS

N/A

### SCHEDULE G - SECURITY


N/A

SIGNED AND DELIVERED on the 28 day of Nov., 2007 on behalf of the Province by its duly authorized representative

Signature: 

Print name: M. Ladd

SIGNED AND DELIVERED on the 28 day of Nov., 2007 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation)

Signature(s): 

Print name(s): STEVEN J. BUZIKIEVICH

Revised July/06

**READ TERMS ON THE ATTACHED PAGES OF THIS DOCUMENT AND IN THE SCHEDULES OUTLINED ABOVE**

**CONTRACTOR'S OBLIGATIONS**

1. You must provide the services described in Schedule A (the "Services") in accordance with this Agreement. You must provide the Services during the term described in Schedule A (the "Term"), regardless of the date of execution or delivery of this Agreement.
2. Unless the parties otherwise agree in writing, you must supply and pay for all labour, materials, facilities, approvals and licenses necessary or advisable to perform your obligations under this Agreement, including the license under section 14.
3. Unless otherwise specified in this Agreement, you must perform the Services to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services similar to the Services.
4. You must ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed, and supervised.
5. We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You must comply with those instructions but, unless otherwise specified in this Agreement, you may determine the manner in which the instructions are carried out.
6. You must, upon our request, fully inform us of all work done by you or a subcontractor in connection with providing the Services.
7. You must maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred in relation to this Agreement, in form and content and for a period satisfactory to us.
8. You must permit us at all reasonable times to inspect and copy all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that, as a result of this Agreement, are
  - (a) produced by you or a subcontractor (the "Produced Material", which includes any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by you or a subcontractor (the "Incorporated Material")), or
  - (b) received by you or a subcontractor from us or any other person (the "Received Material").

In this Agreement, the Produced Material and the Received Material is collectively referred to as the "Material".
9. You must treat as confidential all information in the Material and all other information accessed or obtained by you or a subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement and not permit its disclosure without our prior written consent except
  - (a) as required to perform your obligations under this Agreement or to comply with applicable law,
  - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement, or
  - (c) if it is information in any Incorporated Material.
10. You must (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure or disposal, and (b) comply with the Security Schedule, if attached as Schedule G.

11. If you receive a request for access to any of the Material from a person other than us, and this Agreement does not require or authorize you to provide such access, you must advise the person to make the request to us.
12. We exclusively own all property rights in the Material which are not intellectual property rights. You must deliver any Material to us immediately upon our request.
13. We exclusively own all intellectual property rights, including copyright, in
  - (a) Received Material that you receive from us, and
  - (b) Produced Material, other than any Incorporated Material.

Upon our request, you must deliver to us documents satisfactory to us waiving in our favour any moral rights which you (or your employees) or a subcontractor (or its employees) may have in the Produced Material, and confirming the vesting in us of the copyright in the Produced Material, other than any Incorporated Material.
14. Upon any Incorporated Material being embedded or incorporated in the Produced Material, you grant us a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material to the extent it remains embedded or incorporated in the Produced Material.
15. You must comply with the Privacy Protection Schedule, if attached as Schedule E.
16. You must maintain and pay for insurance on the terms, including form, amounts, and deductibles, outlined in Schedule D, if attached, as those terms may be modified from time to time in accordance with our directions.
17. You must apply for and, immediately on receipt, remit to us any available refund, rebate or remission of federal or provincial tax or duty that we have paid you for or agreed to pay you for under this Agreement.
18. You must comply with all applicable laws.
19. You must indemnify and save harmless us and our employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that we or any of our employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the Services.
20. You must not assign any of your rights under this Agreement without our prior written consent.
21. You must not subcontract any of your obligations under this Agreement without our prior written consent other than to persons listed in Schedule C, if that Schedule is attached. No subcontract, whether consented to or not, relieves you from any obligations under this Agreement. You must ensure that any subcontractor you retain fully complies with this Agreement in performing the subcontracted obligations.
22. You must not provide any services to any person in circumstances which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this Agreement.
23. You must not do anything that would result in personnel hired by you or a subcontractor being considered our employees.
24. You must not commit or purport to commit us to pay any money unless specifically authorized by this Agreement.

## PAYMENT

25. If you comply with this Agreement, we must pay you
- (a) the fees described in Schedule B, and
  - (b) the expenses, if any, described in Schedule B-if they are supported, where applicable, by proper receipts and, in our opinion, are necessarily incurred by you in providing the Services.
- We are not obliged to pay you more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.
26. In order to obtain payment of any fees and expenses under this Agreement, you must submit to us a written statement of account in a form satisfactory to us upon completion of the Services or at other times described in Schedule B.
27. We may withhold from any payment due to you an amount sufficient to indemnify us against any liens or other third party claims that have arisen or could arise in connection with the provision of the Services.
28. Our obligation to pay money to you is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.
29. Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
30. We certify to you that the Services purchased under this Agreement are for our use and are being purchased by us with Crown funds and are therefore not subject to the Goods and Services Tax.
31. If you are not a resident in Canada, we may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on your behalf.

## TERMINATION

32. We may terminate this Agreement
- (a) for your failure to comply with this Agreement, immediately on giving written notice of termination to you, and
  - (b) for any other reason, on giving at least 10 days' written notice of termination to you.
- If we terminate this Agreement under paragraph (b), we must pay you that portion of the fees and expenses described in Schedule B which equals the portion of the Services that was completed to our satisfaction before termination. That payment discharges us from all liability to you under this Agreement.
33. If you fail to comply with this Agreement, we may terminate it and pursue other remedies as well.

## GENERAL

34. You are an independent contractor and not our employee, agent, or partner.
35. If you are a corporation, you represent and warrant to us that you have authorized the signatory or signatories who have signed this Agreement on your behalf to enter into and execute this Agreement on your behalf without affixing your common seal.

36. We must make available to you all information in our possession which we consider pertinent to your performance of the Services.
37. This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.
38. Time is of the essence in this Agreement.
39. Any notice contemplated by this Agreement, to be effective, must be in writing and either
- (a) sent by fax to the addressee's fax number specified in this Agreement,
  - (b) delivered by hand to the addressee's address specified in this Agreement, or
  - (c) mailed by prepaid registered mail to the addressee's address specified in this Agreement.
- Any notice mailed in accordance with paragraph (c) is deemed to be received 96 hours after mailing. Either of the parties may give notice to the other of a substitute address or fax number from time to time.
40. A waiver of any term of this Agreement or of any breach by you of this Agreement is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.
41. No modification of this Agreement is effective unless it is in writing and signed by the parties.
42. This Agreement and any modification of it constitute the entire agreement between the parties as to performance of the Services.
43. All disputes arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.
44. Sections 6 to 15, 17, 19, 27, 28, 31 to 33 and 43 continue in force indefinitely, even after this Agreement ends.
45. The schedules to this Agreement are part of this Agreement.
46. If there is a conflict between a provision in a schedule to this Agreement and any other provision of this Agreement, the provision in the schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this Agreement.
47. This Agreement does not operate as a permit, license, approval or other statutory authority which you may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.
48. The Agreement may be entered into by each party signing a separate copy of this Agreement (including a photocopy or faxed copy) and delivering it to the other party by fax.
49. In this Agreement,
- (a) "includes" and "including" are not intended to be limiting,
  - (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement,
  - (c) "we", "us", and "our" refer to the Province alone and not to the combination of the Contractor and the Province which is referred to as "the parties", and
  - (d) "attached" means attached to this Agreement when used in relation to a schedule.
50. If Schedule F is attached, the additional terms set out in that schedule apply to this Agreement.

**General Service Agreement  
Schedule A - Services**

1. You must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter that may be attached as Appendix "1" to this Schedule provided that if there is a conflict between a provision in the Appendix and any other provision of this Agreement, the provision in the Appendix is inoperative to the extent of the conflict.]

2. General

The work is to conduct a legal survey of a portion of the boundary of Okanagan Mountain Provincial Park. The Provincial Park is located north of Naramata, BC. The specific portion of the boundary is indicated in Appendix 1. A map of the Provincial Park is in Appendix 2 and location of the Park in relation to local communities is in Appendix 3.

3. Deliverables

The services to be provided are listed as follows:

- conduct a legal survey of the boundary described in #2;
- conduct a legal survey of the boundary of the alleged trespass;
- install an Iron Pin (IP) at the corner of the Park boundary (if necessary);
- install permanent markers setback 5-10 metres from the alleged trespass, indicating setback distance and bearing;
- installing wood stakes, tied off with orange flagging approximately 10 metres apart, along the Park boundary from the IP and continuing for 50 metres beyond the alleged trespass location;
- installing wood stakes, tied off with blue flagging approximately 10 metres apart, along the boundary of alleged trespass;
- providing digital images of the park boundary and alleged trespass;
- provide 5 copies of a report, signed off by a BCLS, indicating the results of the survey, including a summary, legend, legal survey map of the Park boundary, legal survey of the trespass, information on the total area of the trespass, colour pictures of the boundary of alleged trespass taken from the IP and Park boundary.

4. Date for Deliverables

The legal map, ground work, report and other information must be delivered no later than March 15, 2008.

5. Date for Invoice

The invoice for the total for all services provided under contract must be delivered no later than March 15, 2008.



SEARCH



FIND A PARK

• BY FACILITY / ACTIVITY

• BY ALPHABETICAL LISTING

• BY LOCATION

MAKE A RESERVATION

HOME

THINGS TO DO

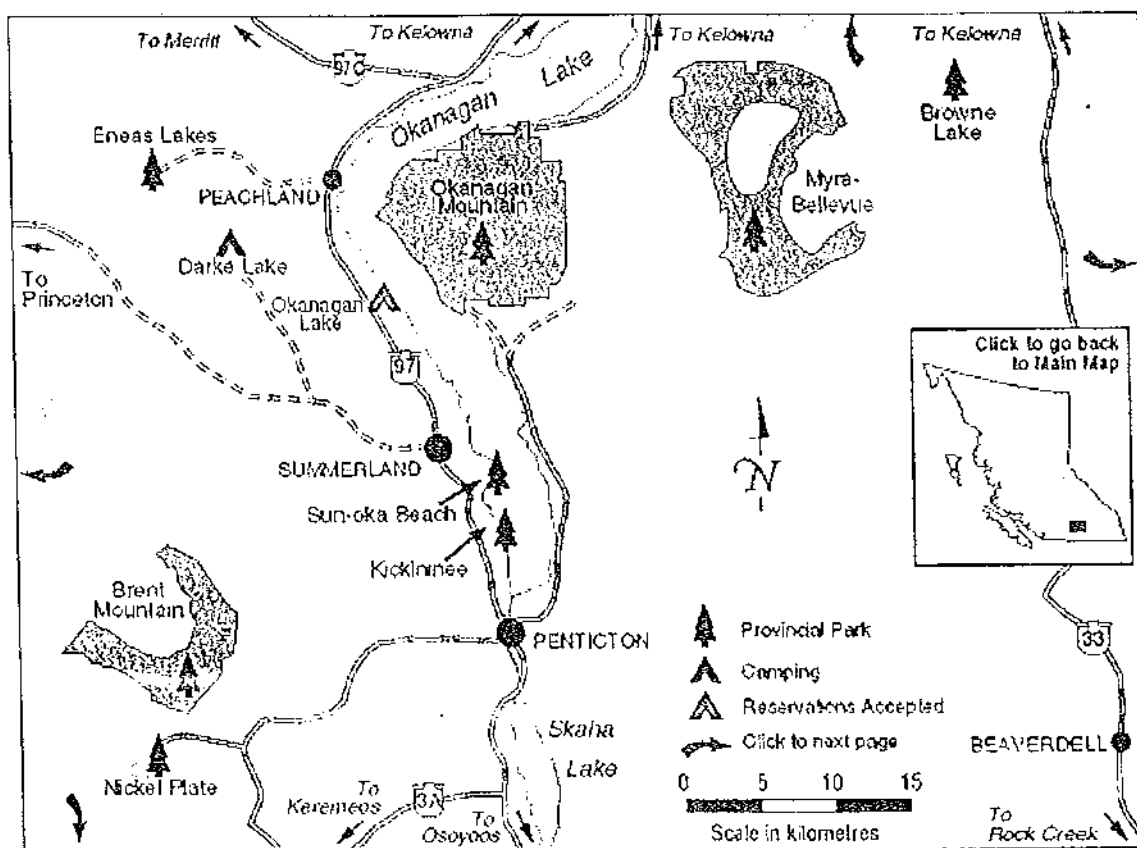
PRESERVING OUR LEGACY

DISCOVERY

OUR FUTURE

BC PARKS OFFICE

Home &gt; Things to Do and See &gt; Regional Map - Penticton

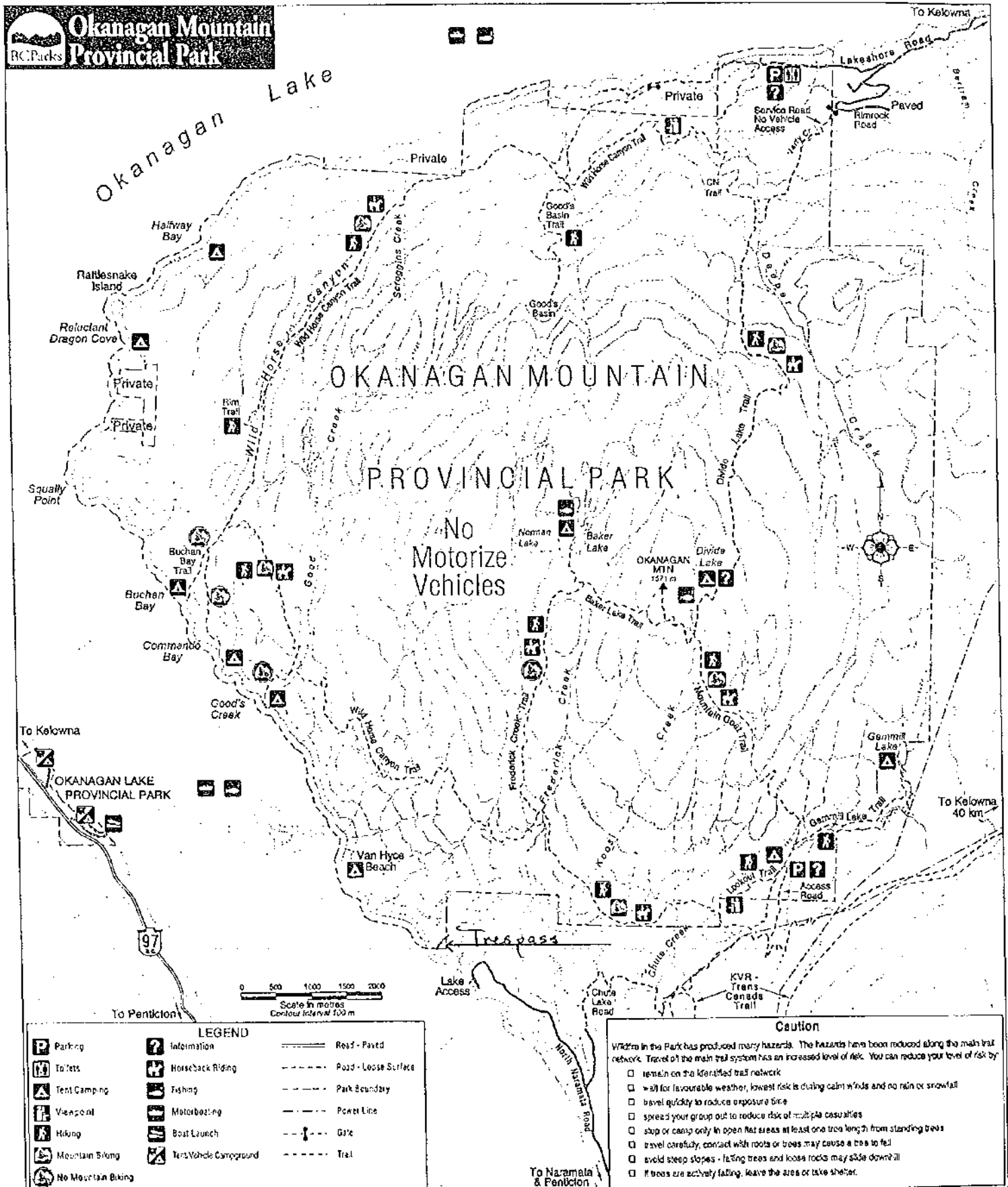


COPYRIGHT

DISCLAIMER

PRIVACY

# Appendix 2





# TRESPASS WITHIN OKANAGAN MOUNTAIN PARK



## Legend

- ☐ Admin: Provincial Parks
- ☐ Survey Points
- ☐ Boundary
- ☐ Indian Reserve History
- ☐ Mineral Claim
- ☐ Timber License
- ☐ Subdivision
- ☐ Indian Reserve Survey on G
- ☐ PCH Right of Way
- ☐ Gasoline
- ☐ Woods Act B
- ☐ FIRM Contaminated

Scale: 1:5,000

100 METERS 100 FEET 100 METERS

**General Service Agreement  
Schedule D - Insurance**

1. You must, without limiting your obligation or liabilities and at your own expense, purchase and maintain throughout the term of this Agreement the following insurances with insurers licensed in Canada.
  - (a) Commercial General Liability in an amount not less than \$2,000,000 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
    - (i) include the Province as an additional insured,
    - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
    - (iii) include a cross liability clause; and
  - (b) Professional Liability insuring your liability resulting from errors or omissions in the performance of the Services in an amount per occurrence and in the aggregate calculated as follows
    - (i) \$1,000,000, if the Maximum Amount set out in Schedule "B" is under \$500,000,
    - (ii) \$2,000,000, if the Maximum Amount set out in Schedule "B" is \$500,000 to \$2,000,000, or
    - (iii) not less than \$2,000,000, if the Maximum Amount set out in Schedule "B" exceeds \$2,000,000.
2. All insurance described in paragraph 1 of this Schedule must:
  - (a) be primary; and
  - (b) not require the sharing of any loss by any insurer of the Province.
3. You must provide to us when requested by us:
  - (a) evidence in the form of a completed Province of British Columbia Certificate of Insurance of all required insurance; or

(b) certified copies of required policies.

4. Notwithstanding paragraph 1(b) of this Schedule, if in our sole discretion, we have approved in writing an alternative to the Professional Liability Insurance requirement set out in paragraph 1(b), then you will maintain throughout the term of this Agreement, that alternative in accordance with the terms of the approval.
5. You will comply with the Workers' Compensation Act and in particular will obtain and maintain during the term of this Agreement, the necessary coverage for yourself and any of your employees, and will, upon request by the Province, provide particulars of such coverage.

Oct 17/07 - spoke with Leisha - about awarding work - need  
3 quotes to be able to award contract.

List of Surveyors -

- ① ~~Chapman Richard & Assoc.~~ - 264 W. Westminster Ave - 492-5903?  
call 930/Oct 17 - Naim -
- ② McElhannay Group Ltd - 102-130 Nanaimo W - 492-7399 ✓  
- call 930/Oct 17 - Zom Derrick Black.
- ③ Steven J. Bozkievich Land Surveying - 54 Nanaimo E - 492-0559 ✓  
drop off package today.
- ④ Davies DWS 212 Main St # 207 492-6837 ✓  
Davies, Bruce - J.E. Ferguson Land Survey Ltd - 216-1626 Richter - Kel 763-3115  
⑤ Pendergraft 8714 Main St Osoyoos 495-7127

Sent ITQ info to the following.

① Steve B. ✓

changed pickup at office 2:25 Oct 17.

② McElhannay Consulting Services Ltd ✓  
Derek Blaszk - 102-130 Nanaimo Ave W Port Moody  
12A 891

met Derek 2:15 pm Oct 17

③ Bruce Davies - J.E. Ferguson Land Surveying Kelowna. ✓  
courier Oct 17 - 1 pm.

④ ~~Richard Chapman & Assoc.~~ 264 W. Westminster Ave 492-5903  
met Richard 2:45 Oct 17 - shown package declined to bid. ✓

Nov 6 - called: ① Steve B. - quote coming  
② Derek B. - quote coming  
③ ~~Bruce Davies~~

Oct 17  
Call - Surveyor General - discuss requirements Tony de Bryne - 250-952-6021  
→ BCLS required to contact Surveyor General prior to commencing work

- send email to Surveyor General @ itsa.ca to: Jim Sutherland / Tony de Bryne / Jeff Baddoes
- describing survey within boundary of Okanagan Mountain Provincial Park ~~for BC Parks~~ under contract ~~to~~ with BC Parks
- send pdf of boundary description.

**Ladd, Michael ENV:EX**

**From:** Victor Giacomini [vgiacomini@markanthony.com]  
**Sent:** Tuesday, August 12, 2008 1:05 PM  
**To:** Ladd, Michael ENV:EX  
**Subject:** RE: Trespass in Okanagan Mountain Provincial Park

Mr. Ladd,

I understand you have resolved this issue with John Simes. Please contact me if there is anything further you require.

Regards,

**Victor Giacomini, CA | Vice President, Finance**  
Mark Anthony Group Inc. | 887 Great Northern Way | Vancouver, BC, Canada V5T 4T5  
direct: 604-269-5022 | cell: 604-788-7878 | fax: 604-264-4222 | [vgiacomini@markanthony.com](mailto:vgiacomini@markanthony.com)

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**From:** Victor Giacomini  
**Sent:** Wednesday, August 06, 2008 10:47 AM  
**To:** 'michael.ladd@gov.bc.ca'  
**Subject:** Trespass in Okanagan Mountain Provincial Park

Mr. Ladd,

Having just returned S.22 I received your letter dated July 24, 2008 regarding the above issue. I have sent the package to our winery division for comment and will get back to you shortly.

If you need to reach me, my contact details are below.

Regards,

**Victor Giacomini | Vice President, Finance**  
Mark Anthony Group Inc. | 887 Great Northern Way | Vancouver, BC, Canada V5T 4T5  
direct: 604-269-5022 | mobile: 604-788-7878 | fax: 604-264-4222 | [vgiacomini@markanthony.com](mailto:vgiacomini@markanthony.com)

♻ Please consider the environment before printing this email



November 28, 2007

File #CPNEN08063

Steven J. Buzikievich Land Surveying Inc.  
54 Nanaimo Avenue East  
Penticton, BC V2A 1L9

Attention: Mr. Buzikievich

Re: Contract

Enclosed is one of the original signed contracts for your files. If there are any questions or comments, please contact Mike Ladd, Area Supervisor, BC Parks.

Yours truly

Mike Ladd  
Area Supervisor  
BC Parks

Enclosure



**Ladd, Michael ENV:EX**

---

**From:** Ladd, Michael ENV:EX  
**Sent:** Friday, March 28, 2008 11:04 AM  
**To:** Hopkins, James ENV:EX  
**Cc:** Trewhitt, John ENV:EX  
**Subject:** Paradise Ranch Trespass Update

Hi James,

Just spoke with the BCLS contractor, Steve Buz. He and his crew were told to get off the ranch by the manager while trying to access the subject trespass area. The manager's name is S 22 Steve explained the statutory rights of a BCLS to the manager that allows the survey crew access the private property. The manager had cell contact with someone and repeated that the survey crew had to leave. Steve decided to avoid the confrontation and left. You may recall, I sent the owner a letter December 4, informing them of the survey project. Steve will call the manager's supervisor and is checking BCLS policy and procedures before making another attempt to complete the survey. I decided to not get involved at this point and leave the issue with the BCLS to resolve.

Cheers!

C. John Simes - <sup>Apr 1</sup> Manager - Mission Hill S.22 insurance rights have S. Buz call

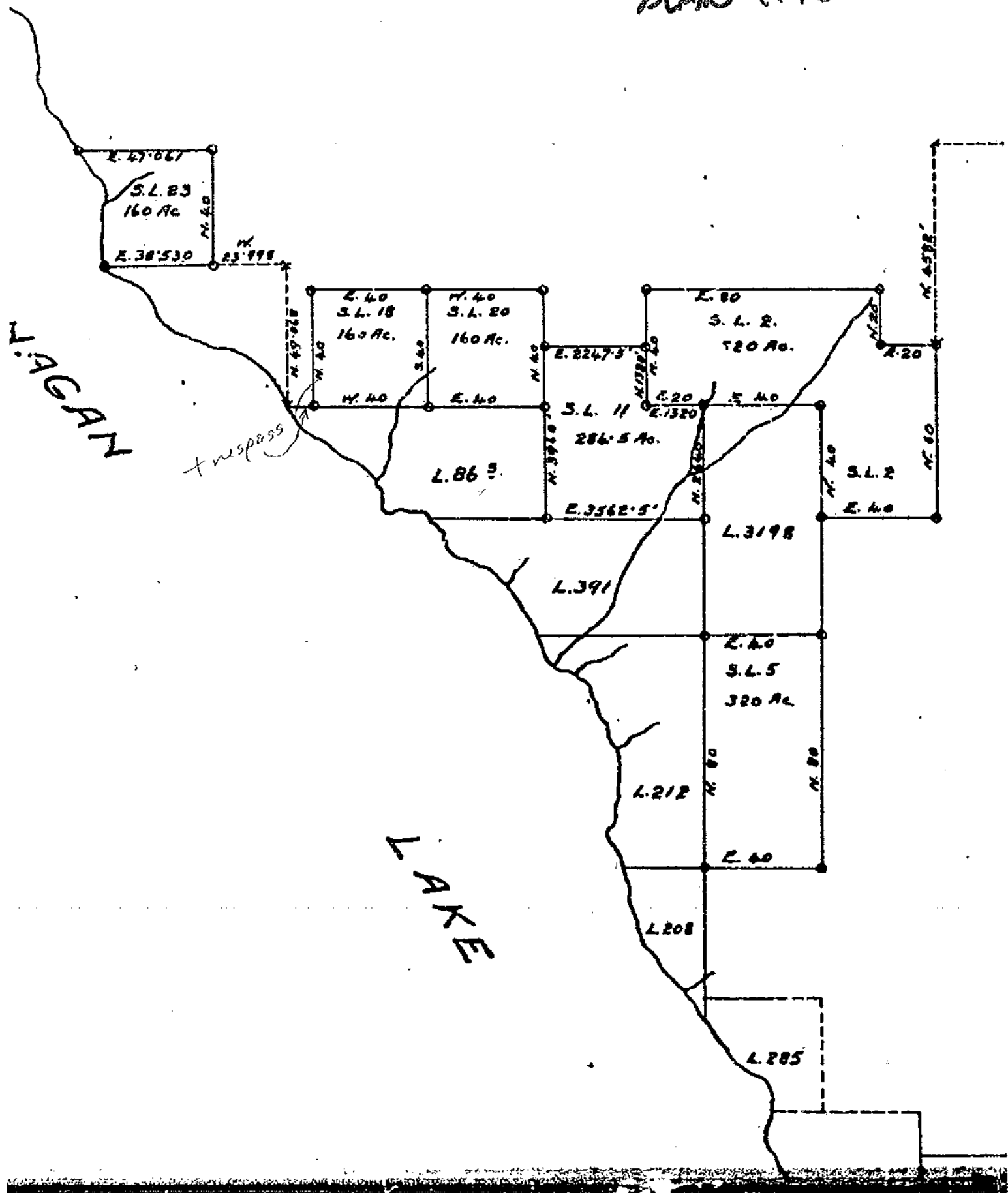
Called Steve B <sup>Apr 2</sup> left message to call John Simes ↑

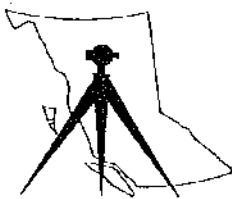
called Steve B <sup>Apr 3</sup> - will complete kind work next week (and)

called Steve B <sup>May 16</sup> - HALM



# EXERPT FROM PLAN 1190





**Steven J. Buzikievich**  
**Land Surveying Inc.**  
BRITISH COLUMBIA LAND SURVEYOR  
CANADA LANDS SURVEYOR

54 Nanaimo Avenue East  
Penticton, B.C. V2A 1L9  
Phone: (250) 492-0559 Fax: (250) 492-9851

**INVOICE**

TO: Ministry of Environment, BC Parks  
102 Industrial Place  
Penticton, BC, V2A 7C8  
Attn: Mike Ladd

DATE: March 13, 2008

OUR FILE: 07-294

YOUR FILE: CPNEN08063

Professional Services Relating to:  
Reposting of SUB LOT 18, PLAN 1190, D.L. 2711, S.D.Y.D. – Okanagan Mountain  
Provincial Park.

Professional Services \$13428.00

GST -- #10017 3822 RT EXEMPT \$0.00

**Total Invoice** **\$13428.00**

2007-294inv1

<b>Goods/Services Received</b>	
Rec'd DD/MM/YY: <u>14/03/08</u>	
Signature: <u>[Signature]</u>	Date: <u>14/03/08</u>
Printed Name: <u>Mike Ladd</u>	
Is this a capital Asset? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes - enter cash 2000 in A/P)	
<u>048 12961 130656/0001 2900000</u>	
Client/Resp/Service Line/Stub/Project	
Invoice (if not on invoice) #	
WIP #	
P.O. or Contract #: <u>CPNEN08063</u>	
Prices, extensions checked: (initial) _____	
<b>Expense Authority</b>	
Printed Name: <u>[Signature]</u>	
If required, Signature: _____	

*Draw Carmichael*

Received

NOV 23 2007

2:00 PM

102 Industrial Place  
Penticton, BC V2A 7C8



The Best Place on Earth

PROVINCE OF BRITISH COLUMBIA - MINISTRY OF ENVIRONMENT  
INVITATION TO QUOTE (ITQ)  
This is NOT an order

ITQ CPNEN08054; Issue Date: October 17, 2007

THIS COMPLETED FORM MUST BE RECEIVED  
BY THE PROVINCE OF BRITISH COLUMBIA AT  
THE:

Ministry of Environment, BC Parks  
102 Industrial Place  
Penticton, BC V2A7C8

Ministry Contact: Mike Ladd, BC Parks  
Phone: 250-490-8250  
Fax: 250-490-2231  
Email: Michael.Ladd@gov.bc.ca  
NOT LATER THAN: 12:00 NOON, October 24,  
2007 (Pacific Time)

Company Name: STEVEN J. BUZIKIEVICH LAND  
SURVEYING INC.  
Address: 54 NANAIMO AVENUE EAST, PENTICTON  
Prov: B.C. Postal V2A 1L9  
Supplier # (if known) \_\_\_\_\_  
Phone 250-492-0559 Fax 250-492-9851  
Email: steveb@vip.net

THE UNDERSIGNED AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS ITQ AND TO SUPPLY THE SERVICE LISTED AT THE PRICES QUOTED IN THE SUBMITTED QUOTATION. IF A SERVICE CONTRACT (GENERAL) IS ISSUED BY THE PROVINCE TO THE UNDERSIGNED, THE UNDERSIGNED WILL BE BOUND BY AND WILL COMPLY WITH THE QUOTATION AND THE CONTRACT TERMS AND CONDITIONS CONTAINED IN THIS ITQ.

AUTHORIZED OFFICIAL (PLEASE PRINT) STEVEN J. BUZIKIEVICH

SIGNATURE [Signature] DATE 22 NOVEMBER 2007

Checklist for Bidders

MANDATORY CRITERIA (All applicants must pass the mandatory criteria described here before their bids will receive further consideration.)

1. Ensure you have completed and submitted the following pages:
  - Sign and return this page (the front page of the ITQ)
  - Instructions to Bidders Information
  - Complete and return Schedule B
2. One complete copy response must be received by 12:00 NOON, October 24, 2007. Responses must be delivered by hand or courier. Electronic delivery by either fax or email will not be accepted.
3. It is not necessary to return the balance of the pages of the ITQ.

### Instructions to Bidders Information

Bidder must fill in the unit pricing on Schedule "B" attached (extensions and totals are not necessary).

Bids should include the following information:

- Total Bid Price, including all taxes. Please note Government agencies are GST exempt.

#### **EVALUATION OF BIDS CONTAINING ERRORS IN UNIT-BASED SUBMISSIONS CONTAINING EXTENSIONS AND TOTALS**

If the Bid indicates the requirement for a Total Bid Price or alternatively a Total Estimated Bid Price on a unit-priced based Bid, the unit rates shall take precedence for evaluation purposes. The Ministry will rank bids from lowest to highest priced, based on the bidder's stated Total Estimated Bid Price (TEBP). The Ministry will:

- (a) check each Extended Amount only on the first-ranked submission (i.e. the lowest priced bid), to ensure that each amount is the correct product of the stated quantity and the price per unit; and,
- (b) the Ministry will then check the Total Estimated Bid Price to ensure that the total is the correct sum of the Extended Amounts.

If the Extended Amount and the Total Estimated Bid Price on the first ranked bid is correct, then that bid is to be considered for award. The Ministry will **not** check the calculations of any remaining bids.

If the Extended Amount and the Total Estimated Bid Price on the first-ranked bid is not correct, then the Ministry will:

- (a) correct the Extended Amount(s) using the stated price per unit – **not** changing a bidder's stated price per unit – and recalculate the Total Estimated Bid Price based on these corrections;
- (b) the ministry will then re-compare the correctly recalculated Total Estimated Bid Price with the Total Estimated Bid Price on each of the remaining bids;
- (c) if the Total Estimated Bid Price is still the lowest priced, then the first-ranked bid will be considered for award;
- (d) if the Total Estimated Bid Price is no longer the lowest priced, then the Ministry will put the first-ranked bid to one side as a remaining bid; and
- (e) the Ministry will then apply the same procedures, to the extent necessary, to each of the next-lowest-priced bids, including any remaining bid(s), until the lowest-priced bid is finally determined.

### Invitation to Quote Terms and Conditions

1. Late submissions of quotations will not be accepted or considered. It is the responsibility of the potential supplier to ensure that the quotation arrives prior to the date and time and at the place indicated in this ITQ.

2. If a potential supplier discovers that it has made an error in its quotation, the supplier may forward a correction notice to the Province at this office, but it must be received prior to the closing date and time for the ITQ.

3. When quotations have been received and an award made, the successful supplier will be held to its quotation as of the closing of the ITQ irrespective of subsequent representation that mistakes have been made in the quotation originally submitted.

4. Notwithstanding paragraph 3 above, if it appears that an error has been made in a quotation, the Province may, in its sole discretion, before awarding an order, communicate with the potential supplier to ascertain if it will supply

at the quoted price or withdraw the quotation. If the potential supplier is permitted to withdraw its quotation, the potential supplier will not be considered on this ITQ.

5. The Province reserves the right to award this order in part or in full, on the basis of quotations received unless the potential supplier specifies that its quotation is valid only for the complete order.

6. Lowest or any quotation will not necessarily be accepted.

7. Potential suppliers must refer to the ITQ number in all correspondence.

8. Potential suppliers must comply with all applicable laws.

9. The Province may consider and evaluate any quotation/bid from another jurisdiction on the same basis that the government purchasing authorities in those jurisdictions would treat a similar quotation from a British Columbia supplier.

10. Potential suppliers are solely responsible for their own expenses, if any, in preparing an ITQ and subsequent negotiation with the Province, if any.

11. All inquiries related to this ITQ are to be directed to the Province, at the location as noted on the ITQ. Information obtained from any other source is not official and may be inaccurate. Inquiries and responses may be distributed to all potential suppliers at the Provinces' option.

12. All documents submitted to the Province are subject to the disclosure provisions of the FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT. For further information about Freedom of Information please contact the Ministry Information and Privacy Office (250) 387-1829.

13. The Province will not be obligated in any manner to any potential supplier whatsoever until a Purchase Order has been issued by the Province respecting a quote.

14. The working language of the British Columbia Government is English and all quotations must be submitted in English.

15. This contract includes a 30 day cancellation privilege for Province use.

16. Throughout this ITQ, terminology is used as follows:

- "Must", "Mandatory" or "Required": a requirement that must be met in an unaltered form in order for the proposal/quote to receive consideration.
- "Should" or "Desirable": a requirement having a significant degree of importance to the objectives of the ITQ.
- Other Requirements: a requirement not considered essential but for which preference may be given.

17. Quote Format:

Suppliers must conform to the instructions given regarding quote preparation and submission as detailed on the ITQ form in order to be considered for evaluation:

18. Financial Stability:

The successful supplier may be required to demonstrate financial stability and be registered to conduct business in British Columbia.

19. Negotiation Delay:

If an acquisition agreement cannot be negotiated within thirty (30) days of notification to the designated supplier, the Purchasing Commission may terminate negotiations with that supplier and negotiate an acquisition agreement with another supplier.

20. Short List

The evaluation procedure may be to develop a short list based on the stated criteria. The short listed suppliers may be asked to prepare a presentation, supply demonstration equipment or provide additional technical literature prior to the final selection.

21. Notification of Change:

All recipients of this ITQ will be notified regarding any changes made to this document for purpose of clarification.

22. Changes to ITQ Wording:



The supplier will not change the wording of the ITQ after submission and no words or comments shall be added to the general conditions or detailed specifications unless requested by the Province for purpose of clarification.

**23. Subcontracting**

Using a subcontractor (who must be clearly identified) to remedy deficiencies in the prime suppliers product or service is acceptable. This also includes a joint submission by two suppliers having no formal corporate links. However, in this case, one of the suppliers must be prepared to take overall responsibility for successful interconnection of the two products/service lines and this must be defined in the quote.

24. Subcontracting to any firm or individual whose current or past corporate or other interests may, in the Province's opinion, give rise to a conflict of interest in connection with this project, will not be permitted. This includes, but not limited to, any firm or individual involved in the preparation of this ITQ.

**25. Acceptance of Quote**

This ITQ should not be construed as a contract to purchase goods or services. The Province is not bound to accept the lowest price or any quote of those submitted.

26. Subsequent to the submission of quotes, interviews and negotiation may be conducted with some of the suppliers, but there shall be no obligation to receive further information, whether written or oral, from any supplier nor to disclose the nature of any quotes received.

27. The Province reserves the right to modify the terms of the ITQ at any time at its sole discretion.

28. Neither acceptance of a quote or execution of an agreement shall constitute approval of any activity or development contemplated in any quote that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

**29. Liability of Errors:**

While the Province has taken reasonable care to ensure the accuracy of information in this ITQ, all prospective suppliers are urged to conduct their own investigations into the material facts and the Province shall not be held liable or accountable for any error or omission in any part of this ITQ.

**30. Acceptance of Terms:**

All the terms and conditions of this ITQ are assumed to be accepted by the supplier and incorporated in its quote, except those conditions and provisions which are expressly excluded by the quote.

**31. Contractor Administrator:**

A contract administrator will be assigned to oversee the contract awarded to the successful supplier. In addition, the successful supplier should name a counterpart project manager. The supplier's project manager will be responsible for providing schedule status reports to the contract administrator or his designate.

**32. Compliance with Laws:**

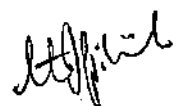
The contractor shall give all the notices and obtain all the licenses and permits required to perform the work. The contractor shall comply with all the laws applicable to the work or the performance of the contract.

**33. Confidentiality and Security:**

This document, or any portion thereof, may not be used for any purpose other than the submission of quote.

34. The successful supplier must agree to maintain security standards consistent with security policies of the Government of British Columbia. These include strict control of access to data and maintaining confidentiality of information gained while carrying out their duties.

35. Information pertaining to the Ministry obtained by the supplier as a result of participation in this project is confidential and must not be disclosed without written authorization from the Ministry.



## SCHEDULE "A"

### A) SERVICES

The contracted services will include:

- Survey of Okanagan Mountain Provincial Park boundary location, in the vicinity of trespass, the location is indicated on the attached maps;
- Survey must meet BCLS standards;
- Place wooden stakes on the Park boundary in and 100 metres beyond the trespass;
- Stakes in trespass area spread approximately 10 metres apart, with coloured ribbon to increase visibility;
- Place permanent IP markers in the following locations: Boundary corner of the trespass, 2 sites where trespass enters Park boundary;
- Provide digital images of the surveyed trespass in both directions taken from corners of the trespass;
- Provide 4 hard copy maps and one digital copy of the surveyed trespass, at an appropriate scale, indicating IP locations, surrounding land features to facilitate the location of the IP's, total sq. metre surface area of the trespass.

### B) TERM:

From October 29, 2007 to December 15, 2007.

## SCHEDULE "B" - ITQ #

DESCRIPTION OF SERVICE	RATE
Total Bid Price	\$13,428.00

All pricing is firm for the term of the contract.

Note: Pricing must be in above format, or bid may not be considered. No other expenses will be considered.

Within sixty (60) days of receipt by the Province of any aforesaid written statement of account the fees will be paid to the Contractor, subject to the Terms and Conditions of this Agreement (and Government Regulations).

## GOODS AND SERVICES TAX

This is to certify that the property and/or service ordered/purchased hereby are for the use of, and are being purchased by the Province of British Columbia at the Ministry of Environment with crown funds, and are therefore not subject to the goods and services tax.

The G.S.T. Registration number for the Province of British Columbia is R107864738.

**Ladd, Michael ENV:EX**

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**To:** Carmichael, Drew ENV:EX; Libby, Alison CSD:EX  
**Cc:** Hopkins, James ENV:EX; Morrison, Ken ENV:EX  
**Subject:** Trespass Survey Contract

Hi Drew, Alison,  
Just a heads up that I received only 1 response from the ITQ opportunity to survey the alleged trespass in Okanagan Mountain Provincial Park by a BCLS. The price is over the original \$10,000 budgeted. After speaking with Drew, he agreed to increase the regional share of the cost to \$8,428, while headquarters (Ken Morrison) will contribute \$5000 for a total price of \$13,428.  
cheers!

Called ~~85~~ 11.30 AM 20.  
John Simes - s.22

Tues. 2  
Sept 1 - c John Simes - duty til next week on holiday til next week - in Ont.

Sept 2 - c John Simes - WACM - met Friday? call back NACM.

- Fyfe 26, called Steen
- office work done
- Field work - to be done next week

Called March 14, - income on way.  
 - control points established (GPS)

call from John Simon 10 AM July 25 - discussed survey results  
 size & ~~permanently~~ infrastructure / timber - tentatively set  
 up meeting for week of Aug 18<sup>th</sup>. We will plan & confirm  
 time & date at our office. *WJ*

called Ron Quilter 337-2402 - NACU.

## **Ladd, Michael ENV:EX**

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**To:** Kline, Joel ENV:EX  
**Subject:** RE: Okanagan Mountain  
**Attachments:** OKMTNPARK.pdf; OKMTN.pdf

Hi Joel, Here is what I've got. The first attachment is a pdf of the specific part of the boundary effected above Paradise Ranch, the second attachment is the Assesment Roll Report of the adjacent property and name of the land owner for the alleged trespasser. Cheers!

---

**From:** Weston, Mark ENV:EX  
**Sent:** Wednesday, November 28, 2007 1:51 PM  
**To:** Ladd, Michael ENV:EX  
**Subject:** OK Mtn pdf

Hi Mike,  
Here is the map that Linda Bloudell sent me,



OKMTNPARK.pdf  
(196 KB)

Sorry but I cant' find the email, looks like I printed it and saved the attachment and deleted it.

*Mark Weston  
Area Supervisor, South Okanagan  
Parks and Protected Areas  
Office: (250) 490-8279  
Cell: (250) 770-0032*

---

**From:** Weston, Mark ENV:EX  
**Sent:** Wednesday, November 28, 2007 1:52 PM  
**To:** Ladd, Michael ENV:EX  
**Subject:** FW: Okanagan Mountain/Marc Anthony Properties

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**From:** Bloudell, Linda ILMB:EX  
**Sent:** Thursday, November 23, 2006 1:55 PM  
**To:** Weston, Mark ENV:EX  
**Subject:** RE: Okanagan Mountain/Marc Anthony Properties

Mark, I did a quick check into BCAA and got an address and then got a phone # from Superpages (see attached).

Good luck.....



OKMTN.pdf (224  
KB)

*Linda*

Linda Bloudell  
Resource Information Technician  
Integrated Land Management Bureau (ILMB)

Regional Client Services - Southern Service Region  
Ministry of Agriculture and Lands  
145 3 Ave Floor 3  
Kamloops BC V2C 3M1

Tel: (250) 377-7017  
Fax: (250) 377-7036  
linda.bloudell@gov.bc.ca

-----Original Message-----

**From:** Weston, Mark ENV:EX  
**Sent:** November 23, 2006 12:58 PM  
**To:** Bloudell, Linda ILMB:EX  
**Subject:** RE: Okanagan Mountain/Marc Anthony Properties

Hi Linda,  
I got out in the field yesterday with my gps and had a look at the area and there are definitely grapes growing in what is actually park. I'd like to get in touch with the registered owners of the two lots, subplot 18 and 86s, rather than going through Mission Hill Winery. Do you have contact information for Mark Anthony Properties?

Thanks,  
Mark Weston  
Senior Ranger, East Okanagan  
Parks and Protected Areas  
office: (250) 490-8241  
cell: (250) 770-0032

---

**From:** Bloudell, Linda ILMB:EX  
**Sent:** Mon, November 20, 2006 10:51 AM  
**To:** Weston, Mark ENV:EX  
**Subject:** RE: Okanagan Mountain/Marc Anthony Properties

Mark, I didn't get the pictures on the attachments you sent but I did go in to RDOS mapping and I believe that the "lot " between DL 86s and SL 18 DL 2711 SDYD is due to that fact that the linework doesn't match up.

I've attached an excerpt from Plan 1190 showing SL 18 and the location of DL 86s (don't have an actual survey plan of DL86s).  
It appears to me that the winery is in trespass.

<< File: OKMTNPARK.pdf >>

*Linda*

Linda Bloudell  
Resource Information Technician  
Integrated Land Management Bureau (ILMB)  
Regional Client Services - Southern Service Region  
Ministry of Agriculture and Lands  
145 3 Ave Floor 3  
Kamloops BC V2C 3M1

Tel: (250) 377-7017  
Fax: (250) 377-7036  
linda.bloudell@gov.bc.ca



-----Original Message-----

**From:** Weston, Mark ENV:EX  
**Sent:** November 20, 2006 9:11 AM  
**To:** Bloudell, Linda ILMB:EX  
**Subject:** Okanagan Mountain/Marc Anthony Properties

Hi Linda,

Here are the maps from the RDOS website.

<< File: Map Print Page2.htm >> << File: Map Print Page.htm >>

It looks to me, judging by the orthophoto underlay, that the southeast corner of the park in the picture has been planted in grapes. The trouble is, the RDOS shows no information for the lot in between 86S and SL 18 and I'm not sure their mapping is correct. My intent here is to have the lot/park boundary surveyed to see if there are, in fact, grapes in the park so I want to make sure I'm surveying the correct lot boundary and have the correct owner information for further action.

Thanks

*Mark Weston*

*Senior Ranger, East Okanagan*

*Parks and Protected Areas*

*office: (250) 490-8241*

*cell: (250) 770-0032*

---

**From:** Kline, Joel ENV:EX  
**Sent:** Wednesday, November 28, 2007 10:19 AM  
**To:** Ladd, Michael ENV:EX  
**Subject:** Okanagan Mountain

Mike,

Could you email some info on the geographic location of the suspected trespass. You mentioned south end of the park, is that right near the water?

Thanks.

*Joel Kline*  
*Acting Safety, Compliance and Enforcement Officer*  
*Parks and Protected Areas*  
*Environmental Stewardship Division*  
*Ministry of Environment*  
*(250)-356-0120*

## Ladd, Michael ENV:EX

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**From:** Morrison, Ken ENV:EX  
**Sent:** Tuesday, November 27, 2007 8:17 AM  
**To:** Ladd, Michael ENV:EX  
**Cc:** Austad, Bob ENV:EX; Kline, Joel ENV:EX; Hopkins, James ENV:EX  
**Subject:** RE: Trespass - Okanagan Mountain Provincial Park

I am forwarding your request to Bob and Joel as this issue falls within their area of responsibility. My view is that you should be undertaking the necessary investigations to determine if a trespass has occurred. You may have an old copy of the Act. Section 28 was amended a couple of years ago respecting the time frame for laying an information. The updated provisions are attached for your information.

### Offences and penalties

**28 (1)** A person who contravenes any provision of this Act commits an offence and is liable to a fine of up to \$1 000 000 or a term of imprisonment of not more than one year or both.

(2) A person who contravenes a regulation commits an offence and is liable to a fine of up to \$200 000.

(3) When a contravention of the Act or regulations continues for more than one day, the person is guilty of a separate offence for each day on which the contravention continues.

(4) Section 5 of the *Offence Act* does not apply to this Act or the regulations.

(5) The time limit for laying an information for an offence under this Act is

(a) 3 years after the date that the facts on which the information is based arose, or

(b) if the minister issues a certificate described in subsection (6), 18 months after the date that the facts on which the information is based first came to the knowledge of the minister.

(6) A certificate purporting to have been issued by the minister, certifying the date that the facts on which the information is based first came to the knowledge of the minister,

(a) is admissible without proof of the signature or official character of the person appearing to have signed the certificate, and

(b) is proof of the certified matters.

---

**From:** Ladd, Michael ENV:EX  
**Sent:** Tuesday, November 27, 2007 8:10 AM  
**To:** Morrison, Ken ENV:EX  
**Cc:** Hopkins, James ENV:EX  
**Subject:** Trespass - Okanagan Mountain Provincial Park

Hi Ken, James suggested I contact you for information on what we should do, should we confirm the trespass in Ok Mt Prov Park. We have 6 months to carryout whatever actions, under the Park Act. We are undertaking a legal survey through a contract that you have contributed \$5000 towards. Mission Hill winery is alleged to be growing grapes within the Park boundary. Cheers!

Nov 26 - received funding from Steve B. our budget talked to  
James & Drew to increase regional share to allow  
us survey work to go ahead.

- notified James/Drew/Texas/Ken Morrison by email
- notified Steve B to prep contract for signing
- Steve B to commence work Feb & complete by March 15.



Nov 28/07.

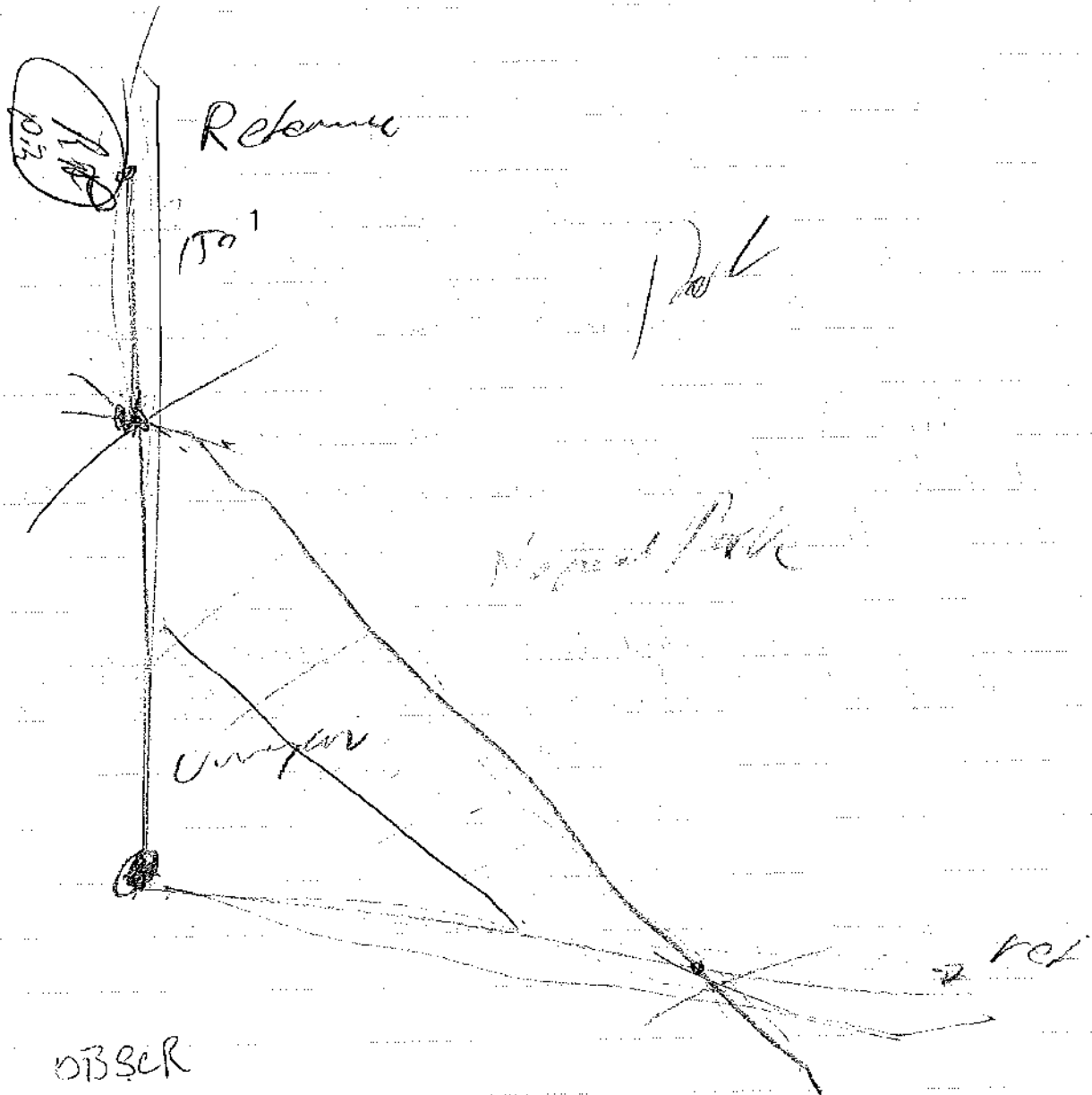
s.22

discussed alleged trespass - legislation it pertains to (Parade & Trespass Act) - provisions, survey contract - time line to lay charges if warranted. s.22 agreed to research and send example of a notification letter to me + info on any other requirements - and notified to owner.

met w/ Steve B. to sign contract - went over wording, deliverables, deadlines, contact phone # for manager of Paradise Ranch.

s.22

met w/ asked to be kept informed of any contact with Paradise Ranch on any other issues that arise.



- Signed legal plan
- show trespassance.

Ref point set back distance & direction



**Ladd, Michael ENV:EX**

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**From:** Trewitt, John ENV:EX  
**Sent:** Sunday, August 10, 2008 3:42 PM  
**To:** Dixon, Blake ENV:EX  
**Cc:** Ladd, Michael ENV:EX; Baric, Keith J ENV:EX  
**Subject:** FW: Advice Requested: Okanagan Mountain Park Trespass

Blake, as Okanagan Mountain Park is now in your area I would like you to take the lead with respect to the investigation of this trespass. You, I and Mike Ladd should meet to discuss next steps. It may be worth having Jim Beck or other CO attend a strategy meeting. I will leave it with you to arrange. We should do this before the meeting Mike Ladd has arranged with the property owners the week of August 18th.

John T.

---

**From:** Austad, Bob ENV:EX  
**Sent:** Tuesday, July 29, 2008 10:08 AM  
**To:** Trewitt, John ENV:EX  
**Cc:** Baric, Keith J ENV:EX  
**Subject:** RE: Advice Requested: Okanagan Mountain Park Trespass

Hi John:

s.13

Regards,

*Robert C. Austad*  
*Manager, Visitor Programs*  
*Ministry of Environment*

*Parks & Protected Areas Program  
P.O. Box 9398, STN PROV GOVT  
Victoria, B.C. V8W 9M9  
Location: 4th Fl 2975 Jutland Road  
Telephone: (250) 387-4318  
Fax: (250) 387-5757  
Email: Bob.Austad@gov.bc.ca  
BC Parks Website: www.bcparks.ca*

---

**From:** Trew hitt, John ENV:EX  
**Sent:** Tuesday, July 29, 2008 8:25 AM  
**To:** Austad, Bob ENV:EX  
**Cc:** Baric, Keith J ENV:EX  
**Subject:** RE: Advice Requested: Okanagan Mountain Park Trespass

Bob, it is almost certain in this case that the current property owner purchased the property with the trespass in place. (We can hopefully confirm this with older air photos. The trespass has likely been in place for at least 15 years)

If indeed this is the case, I suspect we have no legal grounds to press charges or enforce restoration with the current owners. However we could ask for voluntary compliance. Thoughts? Is there any point in carrying the investigation to previous owners?

JT

---

**From:** Austad, Bob ENV:EX  
**Sent:** Tuesday, July 29, 2008 7:37 AM  
**To:** Baric, Keith J ENV:EX; Trew hitt, John ENV:EX  
**Subject:** FW: Advice Requested: Okanagan Mountain Park Trespass

Hi Keith:

I've read the advice you have received on trespass situation from others, so you likely have this well in hand. Anyway, maybe these few points will be of assistance, now that you have confirmed that you have a trespass from your investigation.

- Appoint a lead investigator, this hopefully was done at start of the suspected trespass.
- Investigator should acquire written statement from property owner and or charter owner and conduct an interview. You want this to be a formal process so you can enter the evidence received in court if required.
- Investigator needs to determine rational for when, why and how the trespass occurred. This information permits the investigator to make a recommendation on the need to pursue a charge vs an opportunity to have voluntary compliance and restoration undertaken. Usually, the decision is made by the regional management compliance team based on the investigator's recommendation.

- As Scott mention, investigator needs to served formal notice of survey and fact that property owner is in trespass. Investigator at this point needs to know the possible compliance options and charges which could be applied.
- Most of these cases, are done in error and the property owner is usually willing to resolve the trespass and undertake restoration as directed by BC Parks. Restoration plan is key if there has been damage done to protected area.
- If property owner remains in non-compliance, you will have to use the Park Act to formally recommend a charge proceed, but prior to that step you could issue an Order under the Park Act to the property owner to remove the trespass and undertake restoration.
- If you get to the position of needing to bring forth a charge you will need to bring this case to the attention of Crown Council (recommended charge + evidence to support charge). Crown will expect a proper investigation has been completed by a lead investigator and other options have been pursued.

Please contact me if I can be of any further assistance.

Regards,

*Robert C. Austad*  
*Manager, Visitor Programs*  
*Ministry of Environment*  
*Parks & Protected Areas Program*  
*P.O. Box 9398, STN PROV GOVT*  
*Victoria, B.C. V8W 9M9*  
*Location: 4th Fl 2975 Jutland Road*  
*Telephone: (250) 387-4318*  
*Fax: (250) 387-5757*  
*Email: Bob.Austad@gov.bc.ca*  
*BC Parks Website: www.bcparks.ca*

---

**From:** Benton, Scott ENV:EX  
**Sent:** Friday, July 25, 2008 6:41 AM  
**To:** Morrison, Ken ENV:EX; Baric, Keith J ENV:EX; Austad, Bob ENV:EX  
**Cc:** Bawtinheimer, Brian ENV:EX; Carmichael, Drew ENV:EX  
**Subject:** Re: Advice Requested: Okanagan Mountain Park Trespass

Thanks

---

**From:** Morrison, Ken ENV:EX  
**To:** Benton, Scott ENV:EX; Baric, Keith J ENV:EX; Austad, Bob ENV:EX  
**Cc:** Bawtinheimer, Brian ENV:EX; Carmichael, Drew ENV:EX  
**Sent:** Thu Jul 24 21:46:59 2008  
**Subject:** RE: Advice Requested: Okanagan Mountain Park Trespass

Scott: Subsequent to receiving the email from Keith, I had a discussion with Drew. A trespass has occurred, but we do not know when. It is possible that the trespass was not by the current land owner but by past landowners. We need to take action but I think we also need to do some

investigation as to when the trespass occurred. It may have been a number of years ago.

---

**From:** Benton, Scott ENV:EX  
**Sent:** Thursday, July 24, 2008 9:00 PM  
**To:** Morrison, Ken ENV:EX; Baric, Keith J ENV:EX; Austad, Bob ENV:EX  
**Cc:** Bawtinheimer, Brian ENV:EX; Carmichael, Drew ENV:EX  
**Subject:** Re: Advice Requested: Okanagan Mountain Park Trespass

Please don't let this linger. Double Registered letters are in order and if no response then serve notice of trespass through more formal means. RCMP or sheriff what ever the legal council route indicates. Vancouver island Region has experience with this recently and dealt with it successfully. Give Ron Q or Dick H a call.

---

**From:** Morrison, Ken ENV:EX  
**To:** Baric, Keith J ENV:EX; Austad, Bob ENV:EX  
**Cc:** Benton, Scott ENV:EX; Bawtinheimer, Brian ENV:EX; Carmichael, Drew ENV:EX  
**Sent:** Thu Jul 24 14:39:59 2008  
**Subject:** FW: Advice Requested: Okanagan Mountain Park Trespass

Keith:

I am forwarding your request to Bob Austad who has responsibility for compliance and enforcement matters. Bob will be able to provide you with suggestions as to how to proceed.

---

**From:** Baric, Keith J ENV:EX  
**Sent:** Thursday, July 24, 2008 2:23 PM  
**To:** Morrison, Ken ENV:EX  
**Subject:** Advice Requested: Okanagan Mountain Park Trespass

Ken: Recently (end of May 2008) our PPA staff received the results of a legal survey that investigated a trespass issue on the southern boundary of Okanagan Mountain Park (HQ contributed funding for the survey which we are grateful). The results are conclusive that there is indeed a trespass (approx 0.17 ha. of vineyard encroachment onto park property)...see attached survey plan 07-294A.

Our discussions with Drew point to having the owner of the vineyard move back the fence and rehabilitate. We have yet to approach the owner since we received the survey results (actually they have not returned our calls in the past and were a bit reluctant to have the surveyors on their land to conduct the assessment). Your advice would be appreciated on this issue...any other examples that you can draw upon where similar trespass have occurred and how PPA dealt with them? It is bit different than logging encroachment (as I have had some experience with in the Kootenays).

Thanks,

keith

<<Okanagan Mountain Trespass.pdf>>

<<07-294.pdf>> <<07-294A.pdf>>

**Ladd, Michael ENV:EX**

---

**From:** Trehwitt, John ENV:EX  
**Sent:** Tuesday, July 29, 2008 11:06 AM  
**To:** Dixon, Blake ENV:EX  
**Cc:** Ladd, Michael ENV:EX  
**Subject:** FW: Advice Requested: Okanagan Mountain Park Trespass

FYI - we need to discuss next steps.

JT

---

**From:** Austad, Bob ENV:EX  
**Sent:** Tuesday, July 29, 2008 10:08 AM  
**To:** Trehwitt, John ENV:EX  
**Cc:** Baric, Keith J ENV:EX  
**Subject:** RE: Advice Requested: Okanagan Mountain Park Trespass

Hi John:

s.13

Regards,

*Robert C. Austad*  
*Manager, Visitor Programs*  
*Ministry of Environment*  
*Parks & Protected Areas Program*  
*P.O. Box 9398, STN PROV GOVT*

**Ladd, Michael ENV:EX**

---

**From:** Quilter, Ron ENV:EX  
**Sent:** Thursday, July 31, 2008 8:57 AM  
**To:** Ladd, Michael ENV:EX  
**Cc:** Trewitt, John ENV:EX  
**Subject:** Trespass

Hi Mike,

Sorry I didn't get back to you - have been out of the office and your voice mail got lost until this morning.. I trust you got some info you needed. I talked to John Trewitt the day before you called. We have had a number of trespasses both successful and unsuccessful. The two recent successful cases were both settled out of court by working with the trespassers to gain compliance and provide remediation. Keys in these are early detection, prompt investigation (investigative review form, and getting the COS involvement at the beginning). We don't do these situations very often and getting the COS involved early gets them on board and gives us a better chance of gaining compliance as they will ensure we take the proper steps.

Drew Chapman did a recent case at Squitty Bay where a woman built half her home in the park. The scenario is detailed in the latest Park Ranger training manual "Boundary Trespass Compliance and Enforcement" Appendix 3 on page 26. It details the process which Drew undertook and may be helpful.

Hope this helps.  
Ron

**Ladd, Michael ENV:EX**

---

**From:** Ladd, Michael ENV:EX  
**Sent:** Tuesday, August 12, 2008 2:40 PM  
**To:** 'Victor Giacomini'  
**Cc:** Trewhitt, John ENV:EX  
**Subject:** RE: Trespass in Okanagan Mountain Provincial Park

Mr. Giacomini,

I spoke with Mr. Simes July 25 and we agreed to discuss the situation S.22, during the week of August 18. BC Parks is looking forward to resolving the issue.

Cheers!

---

**From:** Victor Giacomini [mailto:vgiacomini@markanthony.com]  
**Sent:** Tuesday, August 12, 2008 1:05 PM  
**To:** Ladd, Michael ENV:EX  
**Subject:** RE: Trespass in Okanagan Mountain Provincial Park

Mr. Ladd,

I understand you have resolved this issue with John Simes. Please contact me if there is anything further you require.

Regards,

**Victor Giacomini, CA** | Vice President, Finance  
Mark Anthony Group Inc. | 887 Great Northern Way | Vancouver, BC, Canada V5T 4T5  
direct: 604-269-5022 | cell: 604-788-7878 | fax: 604-264-4222 | [vgiacomini@markanthony.com](mailto:vgiacomini@markanthony.com)

---

**From:** Victor Giacomini  
**Sent:** Wednesday, August 06, 2008 10:47 AM  
**To:** 'michael.ladd@gov.bc.ca'  
**Subject:** Trespass in Okanagan Mountain Provincial Park

Mr. Ladd,

Having just S.22, I received your letter dated July 24, 2008 regarding the above issue. I have sent the package to our winery division for comment and will get back to you shortly.


If you need to reach me, my contact details are below.

Regards,

**Victor Giacomini** | Vice President, Finance  
Mark Anthony Group Inc. | 887 Great Northern Way | Vancouver, BC, Canada V5T 4T5



direct: 604-269-5022 | mobile: 604-788-7878 | fax: 604-264-4222 | [vgiacomin@markanthony.com](mailto:vgiacomin@markanthony.com)

 Please consider the environment before printing this email

**Assessment Roll Report****Disclaimer**

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<b>Report Date:</b>	Nov 23, 2006	<b>Report Time:</b>	01:29:39 PM
<b>Folio:</b>		<b>For:</b>	SC48450
<b>Roll Year:</b>	2006	<b>Roll Number:</b>	01363.000
<b>Area:</b>	17	<b>Jurisdiction:</b>	715
<b>School District:</b>	67		
<b>Neighbourhood:</b>	330 - EAST OF PENTICTON		
<b>Property Address:</b>	7449 NORTH NARAMATA RD BC		
<b>Owner Name:</b>	MARK ANTHONY PROPERTIES LTD	<b># of Owners:</b>	1
<b>Owner Address:</b>	1750 75TH AVE W VANCOUVER BC V6P 6G2		
<b>Document No:</b>	KV79852		
<b>PID:</b>	005-931-479		
<b>Legal Description:</b>	District Lot 86S, Similkameen Div of Yale Land District		

**2006 Value**

Property Class	Land	Improvement
Farm	\$138972	N/A
Residential	N/A	\$174000

**Total Actual Value: \$312972****2005 Value**

Property Class	Land	Improvement
Farm	\$138000	N/A
Residential	N/A	\$164000

**Total Actual Value: \$302000****2004 Value**

Property Class	Land	Improvement
Farm	\$138000	N/A
Residential	N/A	\$148300

**Total Actual Value: \$286300**

**Manual Class:** 0090 - 1 Sty Sfd - After 1930 - Std  
**Actual Use:** 140 - Small Fruits  
**Tenure:** 01 - Crown-Granted  
**ALR:** 3 - Part Alr - Subject To Restrictions  
**Land Dimension:** 263 **Land Dimension Type:** Acres

Sales:	Number	Description
	#1	A NON-SALE occurred on 10 Jul 2003. The document # was KV79852.
	#2	A SINGLE PROPERTY, IMPROVED SALE occurred on 16 Jan 1987. This was a CASH sale and the price was 862,000. The document # was X157430.

- #3 A MULTIPLE PROPERTY, IMPROVED SALE occurred on 15 Mar 1976. This was a NON-CASH sale and the price was 640,000. The document # was L14978F.
- #4 A NON-SALE occurred on 15 Dec 1972. The document # was C26448.

**Additional Owners:**

No Additional Owners

**Associated PIDs:**

Page 072

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Copyright

## Weston, Mark ENV:EX

---

**From:** Bloudell, Linda ILMB:EX  
**Sent:** Thu, November 23, 2006 1:55 PM  
**To:** Weston, Mark ENV:EX  
**Subject:** RE: Okanagan Mountain/Marc Anthony Properties

**Attachments:** OKMTN.pdf

Mark, I did a quick check into BCAA and got an address and then got a phone # from Superpages (see attached).

Good luck.....



OKMTN.pdf (224 KB)

*Linda*

Linda Bloudell  
Resource Information Technician  
Integrated Land Management Bureau (ILMB)  
Regional Client Services - Southern Service Region  
Ministry of Agriculture and Lands  
145 3 Ave Floor 3  
Kamloops BC V2C 3M1

Tel: (250) 377-7017  
Fax: (250) 377-7036  
linda.bloudell@gov.bc.ca

-----Original Message-----

**From:** Weston, Mark ENV:EX  
**Sent:** November 23, 2006 12:58 PM  
**To:** Bloudell, Linda ILMB:EX  
**Subject:** RE: Okanagan Mountain/Marc Anthony Properties

Hi Linda,  
I got out in the field yesterday with my gps and had a look at the area and there are definitely grapes growing in what is actually park. I'd like to get in touch with the registered owners of the two lots, subplot 18 and 86s, rather than going through Mission Hill Winery. Do you have contact information for Mark Anthony Properties?

Thanks,

*Mark Weston*

*Senior Ranger, East Okanagan  
Parks and Protected Areas  
office: (250) 490-8241  
cell: (250) 770-0032*

---

**From:** Bloudell, Linda ILMB:EX  
**Sent:** Mon, November 20, 2006 10:51 AM  
**To:** Weston, Mark ENV:EX  
**Subject:** RE: Okanagan Mountain/Marc Anthony Properties

Mark, I didn't get the pictures on the attachments you sent but I did go in to RDOS mapping and I believe that the "lot" between

DL 86s and SL 18 DL 2711 SDYD is due to that fact that the linework doesn't match up.

I've attached an excerpt from Plan 1190 showing SL 18 and the location of DL 86s (don't have an actual survey plan of DL86s).

It appears to me that the winery is in trespass.

<< File: OKMTNPARK.pdf >>

*Linda*

Linda Bloudell  
Resource Information Technician  
Integrated Land Management Bureau (ILMB)  
Regional Client Services - Southern Service Region  
Ministry of Agriculture and Lands  
145 3 Ave Floor 3  
Kamloops BC V2C 3M1

Tel: (250) 377-7017  
Fax: (250) 377-7036  
linda.bloudell@gov.bc.ca

-----Original Message-----

**From:** Weston, Mark ENV:EX  
**Sent:** November 20, 2006 9:11 AM  
**To:** Bloudell, Linda ILMB:EX  
**Subject:** Okanagan Mountain/Marc Anthony Properties

Hi Linda,

Here are the maps from the RDOS website.

<< File: Map Print Page2.htm >> << File: Map Print Page.htm >>

It looks to me, judging by the orthophoto underlay, that the southeast corner of the park in the picture has been planted in grapes. The trouble is, the RDOS shows no information for the lot in between 86S and SL 18 and I'm not sure their mapping is correct. My intent here is to have the lot/park boundary surveyed to see if there are, in fact, grapes in the park so I want to make sure I'm surveying the correct lot boundary and have the correct owner information for further action.

Thanks

*Mark Weston*

*Senior Ranger, East Okanagan*

*Parks and Protected Areas*

*office: (250) 490-8241*

*cell: (250) 770-0032*

## Weston, Mark ENV:EX

To: Bloudell, Linda ILMB:EX  
Subject: Okanagan Mountain/Marc Anthony Properties  
Attachments: Map Print Page2.htm; Map Print Page.htm

Hi Linda,  
Here are the maps from the RDOS website.



Map Print Page2.htm (3 KB)  
Map Print Page.htm (2 KB)

It looks to me, judging by the orthophoto underlay, that the southeast corner of the park in the picture has been planted in grapes. The trouble is, the RDOS shows no information for the lot in between 86S and SL 18 and I'm not sure their mapping is correct. My intent here is to have the lot/park boundary surveyed to see if there are, in fact, grapes in the park so I want to make sure I'm surveying the correct lot boundary and have the correct owner information for further action.

Thanks  
Mark Weston  
Senior Ranger, East Okanagan  
Parks and Protected Areas  
office: (250) 490-8241  
cell: (250) 770-0032

Linda Bloudell

property

→ 86S Marc Anthony

properties Ltd - 2003

→ SL 18 "

Steve Webb

park boundary

railway

s.22

## Weston, Mark ENV:EX

---

**From:** Weston, Mark ENV:EX  
**Sent:** Thu, November 16, 2006 11:41 AM  
**To:** Bloudell, Linda ILMB:EX  
**Cc:** Ladd, Michael ENV:EX  
**Subject:** Request: information on Paradise Ranch property

Hi Linda,

I have a concern that a portion of the Paradise Ranch vineyard, now owned by Mission Hill Wines, is in trespass in Okanagan Mountain Provincial Park based on orthophotos and the Regional District parcel information mapping. I have contacted Mission Hill seeking more information on two lots: Plan 1190, DL2711, SDYD, Subsidy Lot 18 and DL 86S, SDYD. The land in potential trespass is actually between these two lots and has no information attached to it. Mission Hill has indicated that there has been no expansion of the vineyard since they purchased the land in 2002 and their files don't show the middle parcel.

I need to find out if there is a trespass so I'm hoping you can provide legal boundaries of the Paradise Ranch property and the boundary of Okanagan Mountain Provincial Park and the surveyor information. Then I can get out and look for survey pins to see if the maps are confirmed by what is actually on the ground.

Thanks

*Mark Weston*

*Senior Ranger, East Okanagan*

*Parks and Protected Areas*

*office: (250) 490-8241*

*cell: (250) 770-0032*



## Weston, Mark ENV:EX

---

**From:** John Simes [jsimes@missionhillwinery.com]  
**Sent:** Thu, November 16, 2006 8:49 AM  
**To:** Weston, Mark ENV:EX  
**Subject:** RE: Paradise Ranch

Mark

We haven't expanded the North end of the vineyard area at The Ranch since we purchased the property in 2002. I looked at my files from that time and there is no small lot shown anywhere to the North and West of our property - so I would expect the computer files you sent through are incorrect.

Due to an injury accident by a non-employee at The Ranch a few years ago and subsequent WCB/Insurance issues as a result, I no longer permit non-employees access to our vineyards as it would just expose us to significant problems if something goes wrong - quite possible in a rugged rocky area to the North end of The Ranch.  
John

-----Original Message-----

**From:** Weston, Mark ENV:EX [mailto:Mark.Weston@gov.bc.ca]  
**Sent:** November 15, 2006 3:45 PM  
**To:** John Simes  
**Subject:** Paradise Ranch

Hi John,

I'm just wondering where Mission Hill is at with respect to the information from the survey of the lots nearest Okanagan Mountain Provincial Park. I'd still like to get out on the ground to confirm that the mapping I do have is correct. Should I be contacting s.22 S.22 in Naramata for this?

Thanks,

Mark Weston

Senior Ranger, East Okanagan  
Parks and Protected Areas

office: (250) 490-8241

cell: (250) 770-0032

Page 078

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John Simes - wine maker in Kelowna

s.22













j.simes@missionhillwinery.com  
- been surveyed

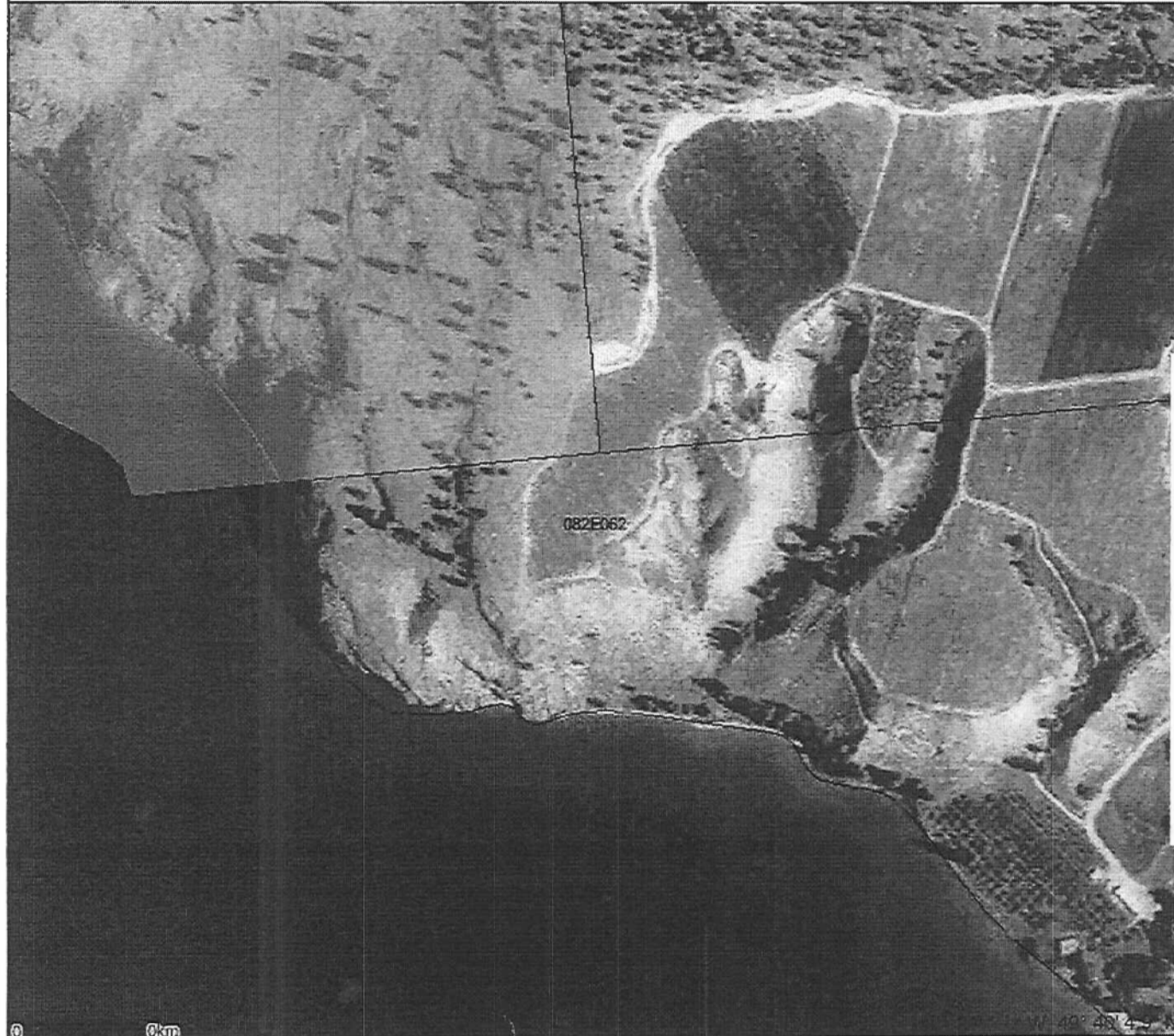
s.22



# TRESPASS WITHIN OKANAGAN MOUNTAIN PARK

## Legend

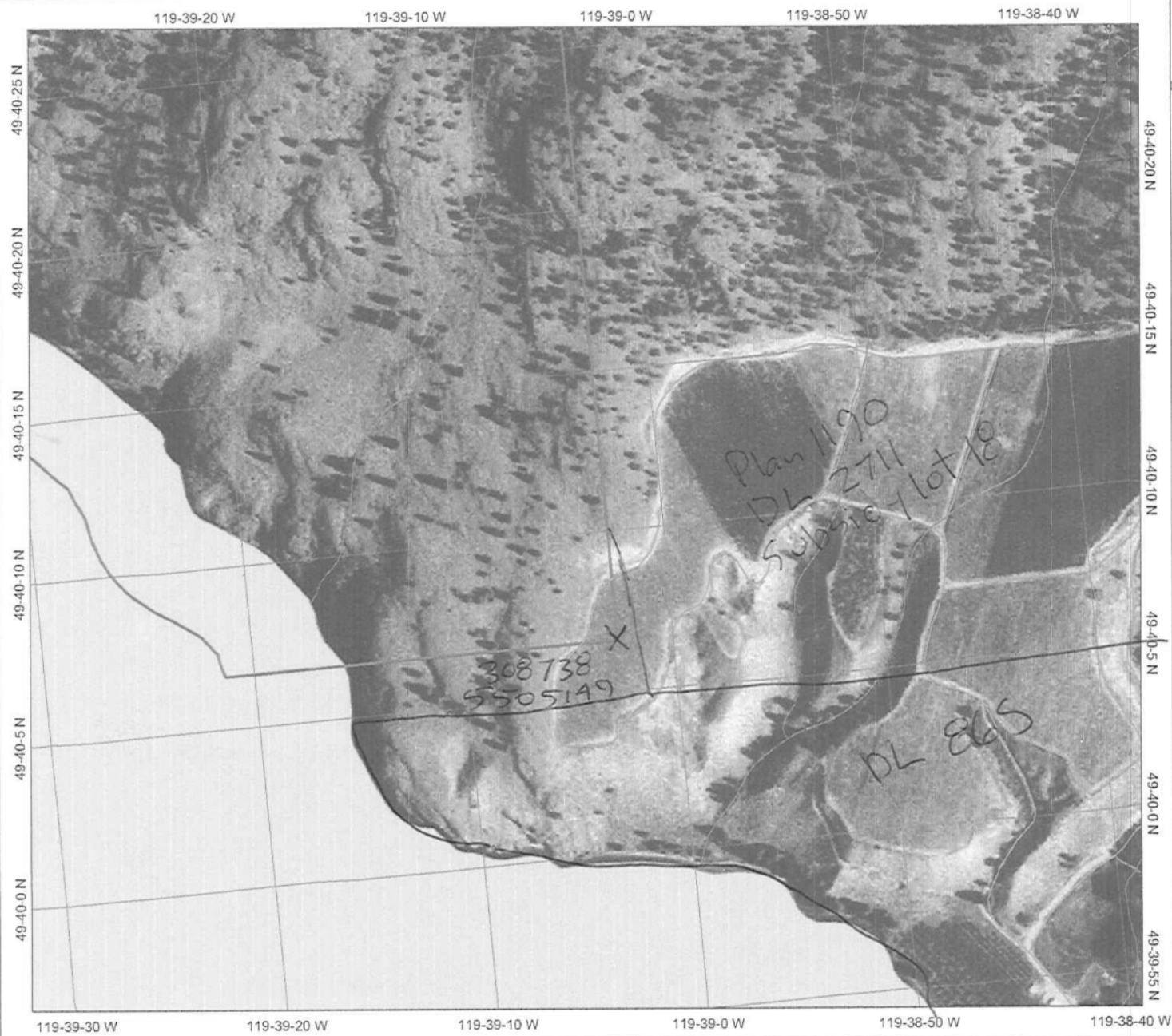
-  Admin: Provincial Parks
-  Survey Parcels
-  Primary
-  Indian Reserves Primary
-  Mineral Claim
-  Timber Licence
-  Subdivision
-  Indian Reserves Subdivision
-  Right of Way
-  Unknown
-  BCGS Grid
-  TRIM Orthomosaic



Scale: 1:5,000

DO NOT USE FOR NAVIGATION

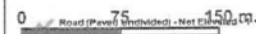
*Original*



Okanagan Mountain Park Boundary

Legend

- (20K) Transportation - Lines
- Road (Paved Divided) - Not Elevated - 2 Lanes Each Way
  - Road (Paved Divided) - U.C. - Not Elevated - 2 Lanes Each Way
  - Road (Paved Undivided) Not Elevated - 3 Lanes
  - Road (Paved Undivided) Not Elevated - More Than 4 Lanes
  - Road (Paved Undivided) - U.C. - Not Elevated - 4 Lanes
  - Airfield
  - Airport
  - Airstrip
  - Ferry Route
  - Road
  - Road (Gravel Undivided) - 1 Lane
  - Road (Gravel Undivided) - 2 Lanes
  - Road (Gravel Undivided) - U.C. - 1 Lane
  - Road (Gravel Undivided) - U.C. - 2 Lanes
  - Road (Paved Divided) - Not Elevated - 1 Lane Each Way
  - Road (Paved Divided) - U.C. - Not Elevated - 1 Lane Each Way
  - Road (Paved Undivided) - Not Elevated - 2 Lanes



Scale: 1:5433

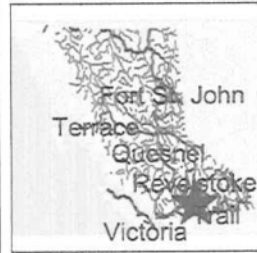
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Datum/Projection: NAD83, Albers Equal Area Conic

Key Map of British Columbia





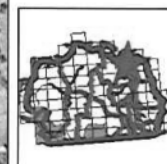


**Legend:**

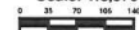
- Parcels
- Electoral Boundary
- Major Highways
- Lakes
- Streams
- Indian Reserve
- Parks
- Provincial Park
- Protected Area
- Regional Park
- Ecological Reserve



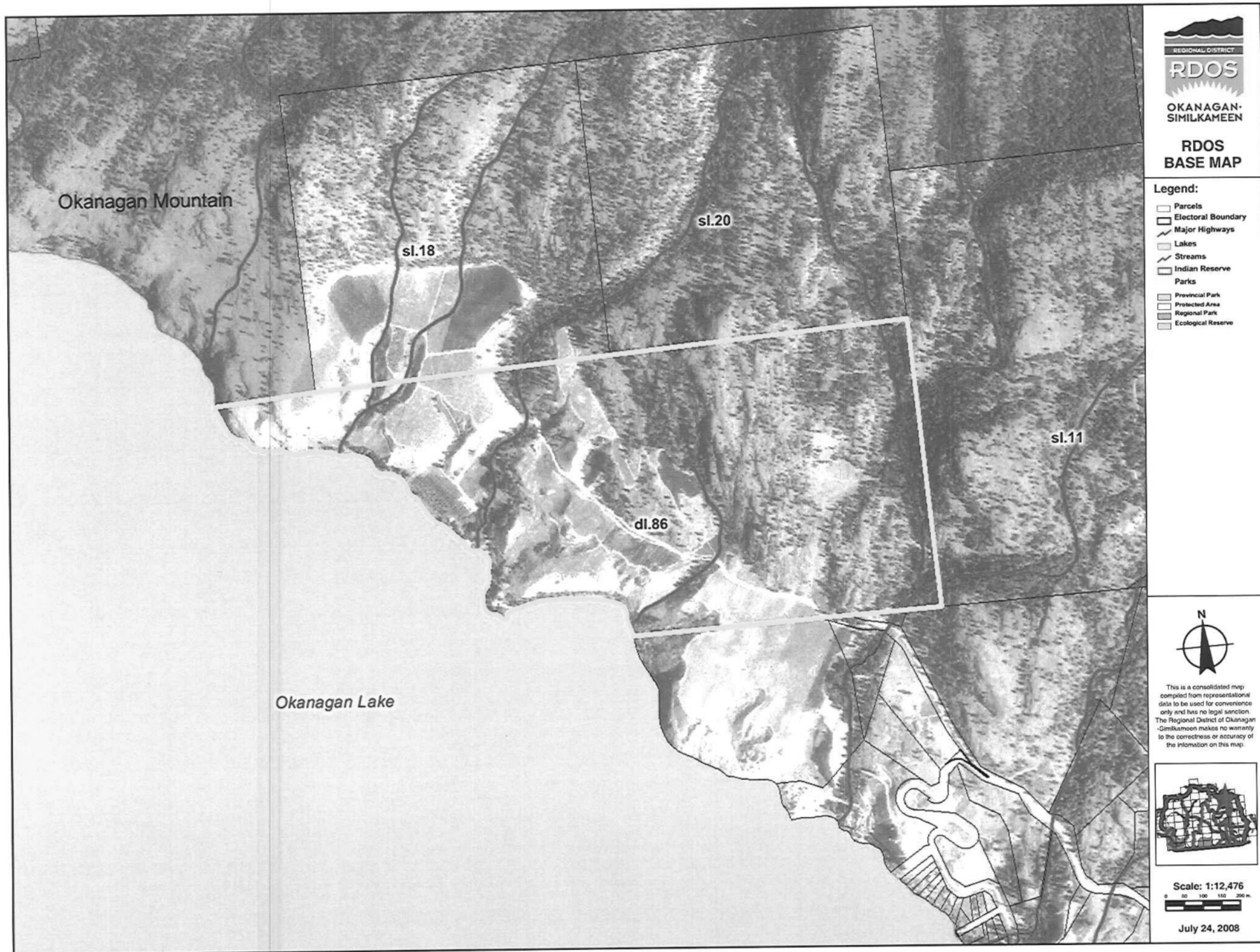
This is a consolidated map compiled from representational data to be used for convenience only and has no legal sanction. The Regional District of Okanagan-Similkameen makes no warranty to the correctness or accuracy of the information on this map.



Scale: 1:8,976



July 24, 2008

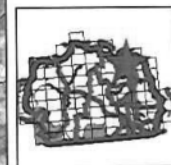


**RDOS  
BASE MAP**

- Legend:**
- Parcels
  - Electoral Boundary
  - Major Highways
  - Lakes
  - Streams
  - Indian Reserve
  - Parks
  - Provincial Park
  - Protected Area
  - Regional Park
  - Ecological Reserve



This is a consolidated map compiled from representative data to be used for convenience only and has no legal sanction. The Regional District of Okanagan-Similkameen makes no warranty to the correctness or accuracy of the information on this map.



Scale: 1:12,476



July 24, 2008



**Land Title System****Search Results**

For: [ SC90256 ] [ BARIC, KEITH ]

Jul 24, 2008

As Of: 08/07/24 14:13:50

Check for Prints

02:13:50 PM

Main Menu

Return

Search Again

Help?

BC OnLine Mailbox Services

Print Only Current Title Info.

Print Current &amp; Cancelled Title Info.

Folio:

**Search by Title Displaying Current Information**

## Title Displayed

KAMLOOPS LAND TITLE OFFICE TITLE NO: KV79852  
DECLARED VALUE FROM TITLE NO: X157430

APPLICATION FOR REGISTRATION RECEIVED ON: 10 JULY, 2003  
ENTERED: 13 AUGUST, 2003

## REGISTERED OWNER IN FEE SIMPLE:

MARK ANTHONY PROPERTIES LTD., INC.NO. C671059  
210 - 1750 WEST 75TH AVENUE  
VANCOUVER, BC  
V6P 6G2

## TAXATION AUTHORITY:

## PENTICTON ASSESSMENT AREA

## DESCRIPTION OF LAND:

PARCEL IDENTIFIER: 005-931-479  
DISTRICT LOT 86S SIMILKAMEEN DIVISION YALE DISTRICT

## LEGAL NOTATIONS:

THIS CERTIFICATE OF TITLE MAY BE AFFECTED BY THE AGRICULTURAL LAND  
COMMISSION ACT SEE PLAN M11063

SUBJECT TO CEMETERIES ACT DF V53235 (SEE DF M58223)

HERETO IS ANNEXED EASEMENT X158504 OVER SUBLOT 18 PLAN 1190

HERETO IS ANNEXED EASEMENT X158505 OVER PARCEL A (DD 49640F)  
PLAN B3420 OF DL 391 SDYD

HERETO IS ANNEXED EASEMENT X247046 OVER LOT 11 PLAN 1190 EXCEPT PLAN  
28745

## CHARGES, LIENS AND INTERESTS:

## NATURE OF CHARGE

CHARGE NUMBER	DATE	TIME
---------------	------	------

## EASEMENT

M21030	1977-04-18	00:00
REMARKS: APPURTENANT TO SUBLOT 18 PLAN 1190		

## EASEMENT

V49671	1983-07-21	13:57
--------	------------	-------

REMARKS: APPURTENANT TO SUB LOT 20 PLAN 1190

COVENANT

KK9918 1996-02-08 09:32

REGISTERED OWNER OF CHARGE:

REGIONAL DISTRICT OF OKANAGAN SIMILKAMEEN

KK9918

REMARKS: SEC 215 LTA

STATUTORY RIGHT OF WAY

LA126300 2006-09-11 11:18

REGISTERED OWNER OF CHARGE:

FORTISBC INC.

LA126300

"CAUTION - CHARGES MAY NOT APPEAR IN ORDER OF PRIORITY. SEE SECTION 28, L.T.A."

DUPLICATE INDEFEASIBLE TITLE: NONE OUTSTANDING

TRANSFERS: NONE

PENDING APPLICATIONS: NONE

\*\*\* CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN \*\*\*

Main Menu	Return			Search Again	Help ?
Print Only Current Title Info.		Print Current & Cancelled Title Info.			

Main Menu	Return				Help ?
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**Search Again**

TRANSFERS: NONE

PENDING APPLICATIONS: NONE

\*\*\* CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN \*\*\*

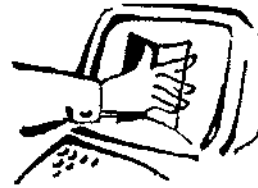
Main Menu	Return			Search Again	Help ?
Print Only Current Title Info.		Print Current & Cancelled Title Info.			

Main Menu	Return				Help ?
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## Search Again

	Kamloops	Land Title District
<b>Search by:</b>	Title (QT) - display current info	
<b>Search Criteria:</b>	KV79848	
	<input type="button" value="Submit"/>	<input type="button" value="Reset"/>

# BC OnLine



BC OnLine Land Title Internet Service  
Provided in co-operation with  
Land Title and Survey Authority

LTSA - DOCUMENT RETRIEVAL		REF# G18961	REQUESTED:2008-07-24 14:20
CLIENT NAME:	MINISTRY OF ENVIRONMENT		
ADDRESS:	ESD PENTICTON 102 INDUSTRIAL PLACE PENTICTON BC V2A 7C8		
PICK-UP INSTRUCTIONS:			
USER ID: S.17	APPL/DOC# KK9918	KA Registered RCVD:1996-02-08	
ACCOUNT:			
FOLIO			
REMARKS:			

Help Desk Victoria ..... (250) 953-8200  
In B.C. .... 1-800-663-6102  
Administration Office ... (250) 953-8250  
Fax Number ..... (250) 953-8222

Persons who need to rely on a plan for legal purposes must examine the official version at the Land Title Office in which the plan is deposited. However, plans with plan numbers beginning with the letters EPP or EPS are electronic plans which constitute the official version.

LAND TITLE ACT  
FORM C  
(Section 219.81)  
Province of British Columbia

96 FEB -8 09 32

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LAND TITLE OFFICE  
KAMLOOPS

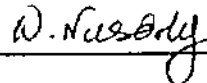
## GENERAL DOCUMENT - PART 1

(This area for Land Title Office use)

Page 1 of 2 pages

## 1. Application: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

Wendy L. Nesdoly, Secretary to  
Charles L. Albas  
Kinsman & Company  
Barristers & Solicitors  
100 - 166 Main Street  
PENTICTON, BC V2A 5A4  
Tel: (604) 492-2624



File: 12484.001/SA Trans Internal

## 2. Parcel Identifier and Legal Description of Land:\*

(PID)

005-931-479

(Legal Description)

District Lot 86S, S.D.Y.D.

## 3. Nature of Interest:\*

Description

Section 215 ✓  
Covenant

## Document Reference

(page and paragraph)

Entire Instrument  
Pages 2 and Schedule "A"

02/08/96 A4309<sup>th</sup> CHARGE 50.00  
Person Entitled to Interest

Transferee

## 4. Terms: Part 2 of this instrument consists of:\*

- (a) Filed Standard Charge Terms  
(b) Express Charge Terms  
(c) Release

D.F. No. \*

☒ Annexed as Part 2☐ There is no Part 2 of this instrument

## 5. Transferor(s):\*

**TRANS INTERNAL INVESTMENTS LTD.** (Inc. #25394A), Box 261, Naramata, British Columbia, V0H 1N0

## 6. Transferee(s): (including occupation(s), postal address(es) and postal code(s))

**REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN** of 101 Martin Street, Penticton, British Columbia, V2A 5J9

## 7. Additional Or Modified Terms:\*

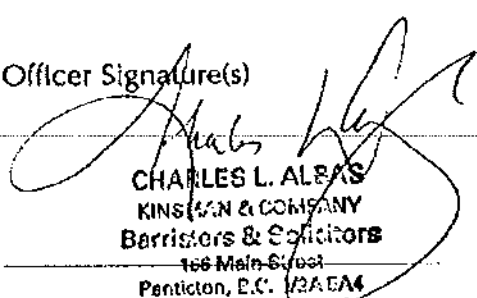
N/A

02/27/96 A8087<sup>th</sup> DEFECT 20.00

8. Execution(s):\*\* This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

## Execution Date


Officer Signature(s)

  
CHARLES L. ALBAS  
KINSMAN & COMPANY  
Barristers & Solicitors  
166 Main Street  
Penticton, B.C. V2A 5A4  
Phone (604) 492-2624

Y	M	D
96	01	15

Transferor Signature

TRANS INTERNAL INVESTMENTS  
LTD. by its authorized  
signatory:

  
JEFF HARKINS

## OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act R.S.B.C. 1979, c. 116, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument. \* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E. \*\* If space insufficient, continue executions on additional page(s) in Form D. [CA10785]

50

**TERMS OF INSTRUMENT**

This AGREEMENT made the 15 day of JANUARY, 1996.

**BETWEEN:**

**TRANS INTERNAL INVESTMENTS LTD.** (Inc. #25394A) of Box 261,  
Naramata, British Columbia, V0H 1N0

(hereinafter called the "Transferor")

OF THE FIRST PART

**AND:**

**REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN** of 101  
Martin Street, Penticton, British Columbia, V2A 5J9

(hereinafter called the "Transferee")

OF THE SECOND PART

---

**RESTRICTIVE COVENANT**

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**WHEREAS:**

A. The Transferor is the registered owner of and wishes to rezone a portion of the property legally known and described as: Parcel Identifier 005-931-479, District Lot 86S, S.D.Y.D. (hereinafter called the "Lands");

B. The Transferee requires the Transferor to enter into a covenant pursuant to Section 215 of the Land Title Act on the Lands as defined on Form C, Part 2, before granting the rezoning sought as per the Subject Property as shown on Schedule "A" attached hereto and defined in area as 6.07 ha (15.0 acres).

WITNESSETH that in consideration of the sum of ONE (\$1.00) DOLLAR and other good and valuable consideration, the Transferor covenants and agrees that:

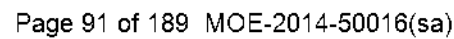
1. Notwithstanding the uses permitted in the CT1 Zone under zoning by-law Nos. 1566 and 1637 applicable to the Lands, the Lands defined by Schedule "A" shall not be used for any purpose other than accommodating one, single-family residence dwelling building and structure auxiliary to a single-family residence.

2. In the event that the rezoning sought by the Transferor is not granted then in such event this covenant shall become null and void.

3. This instrument shall enure to the benefit of and be binding upon the parties to it and their respective heirs, executors, administrators, successors and assigns.

4. Wherever the singular or masculine is used the same shall be construed as meaning the plural, feminine or body politic or corporate where the context or the parties hereto so require.

IN WITNESS whereof the parties hereto have, by their respective executions of Part 1 of this Instrument, executed this Instrument as of the first day and year appearing in Item 8 of the Form C comprising Part 1 of this Instrument.



## **Ladd, Michael ENV:EX**

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**From:** Ladd, Michael ENV:EX  
**Sent:** Friday, July 25, 2008 10:56 AM  
**To:** Trewhitt, John ENV:EX  
**Cc:** Dixon, Blake ENV:EX  
**Subject:** Okanagan Mt PP Trespass - Mission Hill Winery

Hi, Double registered letters & survey results have been sent to both head office and subsidiary. John Simes returned my call this am. I relayed the trespass information requiring his removal of the vineyard infrastructure and timing. He agreed to meet with us, here in Penticton, during the week of Aug 18, to go over the issue & details. Specific time and date will be determined by the 18th. I haven't been able to contact Ron Quilter yet. Cheers!

---

**From:** Trewhitt, John ENV:EX  
**Sent:** Friday, July 25, 2008 8:05 AM  
**To:** Ladd, Michael ENV:EX  
**Subject:** RE: Draft letter

I am thinking that the letter should go to the registered property owner. As per string of emails maybe we should have a quick call with Ron Quilter.

Jt

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**From:** Ladd, Michael ENV:EX  
**Sent:** Thursday, July 24, 2008 3:39 PM  
**To:** Trewhitt, John ENV:EX  
**Subject:** Draft letter

Hi John, Here is the draft of the letter regarding OK Mt trespass. Any suggestions/comments? Cheers!

<< File: OK Mt Trespass July 24.doc >>





BRITISH  
COLUMBIA

The Best Place on Earth

July 24, 2008

File #84200-40 Ok Mt Prov Park

DOUBLE REGISTERED LETTER

Mark Anthony Cellars Inc  
1730 Mission Hill Road  
Westbank BC  
V4T 2E4

Attention: Mr. John Simes, Wine Maker

Re: Trespass in Okanagan Mountain Provincial Park

BC Parks has received the results of the land survey indicating that the Paradise Ranch vineyard operation is trespassing within the boundary of Okanagan Mountain Provincial Park. We have attached the survey results for your information.

The legal description of the adjacent land on which the vineyard operations are taking place is District Lot 86S Similkameen Division Yale District. Parcel Identifier is 005-931-479. The registered owner of the land on which the vineyard operations are taking place is Mark Anthony Properties., Inc. No. C671059, 210-1750 West 75<sup>th</sup> Avenue, Vancouver, BC, 66P 6G2. It is our understanding that it is this same company that has trespassed in the Provincial Park.

We at BC Parks request a meeting with you, or your designated representative, to discuss the removal of the vineyard's infrastructure, the timing for infrastructure removal and rehabilitation of the trespass area. The infrastructure includes but is not limited to perimeter fencing and vine fencing, road, irrigation pipes, grape vines.

Please contact the author to arrange a meeting date and time.

Cell: S.17

Office: 250-490-8250 [Michael.Ladd@gov.bc.ca](mailto:Michael.Ladd@gov.bc.ca)

Yours truly

Mike Ladd  
Area Supervisor

Southern Interior Region

CC:

Mark Anthony Group Inc. 887 Great Northern Way, Van. BC, V5T 4T5  
Attention: Mr. Victor Giacomini, Vice President of Finance  
John Trewitt, Section Head, Southern Interior, BC Parks  
Drew Carmichael, Regional Manager, Southern Interior

ATTACHMENTS:

Sketch Plans and Photos Showing Encroachment of Improvements onto Okanagan  
Mountain Provincial Park Adjacent to SL 18, Plan 1190, DL 2711 and DL 86, SDYD



July 24, 2008

File #84200-40 Ok Mt Prov Park

DOUBLE REGISTERED LETTER

Mark Anthony Group Inc  
887 Great Northern Way  
Vancouver, BC V5T 4T5

Attention: Mr. Victor Giacomini, Vice President Finance

Re: Trespass in Okanagan Mountain Provincial Park

BC Parks has received the results of the land survey indicating that the Paradise Ranch vineyard operation is trespassing within the boundary of Okanagan Mountain Provincial Park. We have attached the survey results for your information.

The legal description of the adjacent land on which the vineyard operations are taking place is District Lot 86S Similkameen Division Yale District. Parcel Identifier is 005-931-479. The registered owner of the land on which the vineyard operations are taking place is Mark Anthony Properties., Inc. No. C671059, 210-1750 West 75<sup>th</sup> Avenue, Vancouver, BC, V6P 6G2. It is our understanding that it is this same company that has trespassed in the Provincial Park.

We at BC Parks request a meeting with you, or your designated representative, to discuss the removal of the vineyard's infrastructure, the timing for infrastructure removal and rehabilitation of the trespass area. The infrastructure includes but is not limited to perimeter fencing and vine fencing, road, irrigation pipes, grape vines.

Please contact the author to arrange a meeting date and time.

Cell: 250-488-2752; Office: 250-490-8250 [Michael.Ladd@gov.bc.ca](mailto:Michael.Ladd@gov.bc.ca)

Yours truly

Mike Ladd  
Area Supervisor  
Southern Interior Region

Page 096 to/à Page 097

Withheld pursuant to/removed as

Copyright

## Ladd, Michael ENV:EX

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**From:** Baric, Keith J ENV:EX  
**Sent:** Thursday, July 24, 2008 2:37 PM  
**To:** Ladd, Michael ENV:EX  
**Subject:** FW: Advice Requested: Okanagan Mountain Park Trespass

**Attachments:** Okanagan Mountain Trespass.pdf; 07-294.pdf; 07-294A.pdf

For your records....

k

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**From:** Baric, Keith J ENV:EX  
**Sent:** Thursday, July 24, 2008 2:23 PM  
**To:** Morrison, Ken ENV:EX  
**Subject:** Advice Requested: Okanagan Mountain Park Trespass

Ken: Recently (end of May 2008) our PPA staff received the results of a legal survey that investigated a trespass issue on the southern boundary of Okanagan Mountain Park (HQ contributed funding for the survey which we are grateful). The results are conclusive that there is indeed a trespass (approx 0.17 ha. of vineyard encroachment onto park property)... see attached survey plan 07-294A.

Our discussions with Drew point to having the owner of the vineyard move back the fence and rehabilitate. We have yet to approach the owner since we received the survey results (actually they have not returned our calls in the past and were a bit reluctant to have the surveyors on their land to conduct the assessment). Your advice would be appreciated on this issue... any other examples that you can draw upon where similar trespass have occurred and how PPA dealt with them? It is bit different than logging encroachment (as I have had some experience with in the Kootenays).

Thanks,

Keith



Okanagan Mountain  
Trespass.pdf...



07-294.pdf (143 KB)



07-294A.pdf (2 MB)

## General Service Agreement

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA as represented by the Minister of Environment the "Province", at the following address:

Ministry of Environment,  
102 Industrial Place, Penticton BC V2A 7C8  
Fax Number: (250)490-2231  
E-Mail Address: Michael.Ladd@gov.bc.ca

AND Steven J Buzikievich Land Surveying Inc.  
the "Contractor", at the following address:

54 Sanaimo Avenue East, Penticton, BC V2A 1L9

Tel. No: : (250) 492-0559  
Fax Number: (250)492-9851  
E-Mail Address: steveb@vip.net

**THE PARTIES AGREE TO THE TERMS OF THE AGREEMENT SET OUT ON THE ATTACHED PAGES OF THIS DOCUMENT AND IN THE SCHEDULES OUTLINED BELOW (THIS "AGREEMENT"):**

### SCHEDULE A - SERVICES

See Schedule A, attached.

Term: Start Date: November 28, 2007 End Date: March 31, 2008

### SCHEDULE B - FEES AND EXPENSES

Fees: \$13,428.00 Expenses: N/A  
Maximum Amount: \$13,428.00 (include PST, where applicable).

### SCHEDULE C - APPROVED SUBCONTRACTOR(S)

N/A

### SCHEDULE D - INSURANCE

See Schedule D

### SCHEDULE E - PRIVACY PROTECTION

N/A

### SCHEDULE F - ADDITIONAL TERMS

N/A

### SCHEDULE G - SECURITY

N/A

**SIGNED AND DELIVERED** on the 28day of Nov. ,2007 on behalf of the Province by its duly authorized representative

Signature: \_\_\_\_\_  
Print name: \_\_\_\_\_

**SIGNED AND DELIVERED** on the 28 day of Nov. , 2007 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation)

Signature(s): \_\_\_\_\_  
Print name(s): \_\_\_\_\_

Revised July/06

**READ TERMS ON THE ATTACHED PAGES OF THIS DOCUMENT AND IN THE SCHEDULES OUTLINED ABOVE**

## TERMS OF GENERAL SERVICE AGREEMENT

### CONTRACTOR'S OBLIGATIONS

1. You must provide the services described in Schedule A (the "Services") in accordance with this Agreement. You must provide the Services during the term described in Schedule A (the "Term"), regardless of the date of execution or delivery of this Agreement.
2. Unless the parties otherwise agree in writing, you must supply and pay for all labour, materials, facilities, approvals and licenses necessary or advisable to perform your obligations under this Agreement, including the license under section 14.
3. Unless otherwise specified in this Agreement, you must perform the Services to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services similar to the Services.
4. You must ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed, and supervised.
5. We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You must comply with those instructions but, unless otherwise specified in this Agreement, you may determine the manner in which the instructions are carried out.
6. You must, upon our request, fully inform us of all work done by you or a subcontractor in connection with providing the Services.
7. You must maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred in relation to this Agreement, in form and content and for a period satisfactory to us.
8. You must permit us at all reasonable times to inspect and copy all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that, as a result of this Agreement, are
  - (a) produced by you or a subcontractor (the "Produced Material", which includes any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by you or a subcontractor (the "Incorporated Material")), or
  - (b) received by you or a subcontractor from us or any other person (the "Received Material").

In this Agreement, the Produced Material and the Received Material is collectively referred to as the "Material".
9. You must treat as confidential all information in the Material and all other information accessed or obtained by you or a subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement and not permit its disclosure without our prior written consent except
  - (a) as required to perform your obligations under this Agreement or to comply with applicable law,
  - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement, or
  - (c) if it is information in any Incorporated Material.
10. You must (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure or disposal, and (b) comply with the Security Schedule, if attached as Schedule G.

11. If you receive a request for access to any of the Material from a person other than us, and this Agreement does not require or authorize you to provide such access, you must advise the person to make the request to us.
12. We exclusively own all property rights in the Material which are not intellectual property rights. You must deliver any Material to us immediately upon our request.
13. We exclusively own all intellectual property rights, including copyright, in
  - (a) Received Material that you receive from us, and
  - (b) Produced Material, other than any Incorporated Material.

Upon our request, you must deliver to us documents satisfactory to us waiving in our favour any moral rights which you (or your employees) or a subcontractor (or its employees) may have in the Produced Material, and confirming the vesting in us of the copyright in the Produced Material, other than any Incorporated Material.
14. Upon any Incorporated Material being embedded or incorporated in the Produced Material, you grant us a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material to the extent it remains embedded or incorporated in the Produced Material.
15. You must comply with the Privacy Protection Schedule, if attached as Schedule E.
16. You must maintain and pay for insurance on the terms, including form, amounts, and deductibles, outlined in Schedule D, if attached, as those terms may be modified from time to time in accordance with our directions.
17. You must apply for and, immediately on receipt, remit to us any available refund, rebate or remission of federal or provincial tax or duty that we have paid you for or agreed to pay you for under this Agreement.
18. You must comply with all applicable laws.
19. You must indemnify and save harmless us and our employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that we or any of our employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the Services.
20. You must not assign any of your rights under this Agreement without our prior written consent.
21. You must not subcontract any of your obligations under this Agreement without our prior written consent other than to persons listed in Schedule C, if that Schedule is attached. No subcontract, whether consented to or not, relieves you from any obligations under this Agreement. You must ensure that any subcontractor you retain fully complies with this Agreement in performing the subcontracted obligations.
22. You must not provide any services to any person in circumstances which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this Agreement.
23. You must not do anything that would result in personnel hired by you or a subcontractor being considered our employees.
24. You must not commit or purport to commit us to pay any money unless specifically authorized by this Agreement.

## PAYMENT

25. If you comply with this Agreement, we must pay you

- (a) the fees described in Schedule B, and
- (b) the expenses, if any, described in Schedule B if they are supported, where applicable, by proper receipts and, in our opinion, are necessarily incurred by you in providing the Services.

We are not obliged to pay you more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

26. In order to obtain payment of any fees and expenses under this Agreement, you must submit to us a written statement of account in a form satisfactory to us upon completion of the Services or at other times described in Schedule B.

27. We may withhold from any payment due to you an amount sufficient to indemnify us against any liens or other third party claims that have arisen or could arise in connection with the provision of the Services.

28. Our obligation to pay money to you is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

29. Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

30. We certify to you that the Services purchased under this Agreement are for our use and are being purchased by us with Crown funds and are therefore not subject to the Goods and Services Tax.

31. If you are not a resident in Canada, we may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on your behalf.

## TERMINATION

32. We may terminate this Agreement

- (a) for your failure to comply with this Agreement, immediately on giving written notice of termination to you, and
- (b) for any other reason, on giving at least 10 days' written notice of termination to you.

If we terminate this Agreement under paragraph (b), we must pay you that portion of the fees and expenses described in Schedule B which equals the portion of the Services that was completed to our satisfaction before termination. That payment discharges us from all liability to you under this Agreement.

33. If you fail to comply with this Agreement, we may terminate it and pursue other remedies as well.

## GENERAL

34. You are an independent contractor and not our employee, agent, or partner.

35. If you are a corporation, you represent and warrant to us that you have authorized the signatory or signatories who have signed this Agreement on your behalf to enter into and execute this Agreement on your behalf without affixing your common seal.

36. We must make available to you all information in our possession which we consider pertinent to your performance of the Services.

37. This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.

38. Time is of the essence in this Agreement.

39. Any notice contemplated by this Agreement, to be effective, must be in writing and either

- (a) sent by fax to the addressee's fax number specified in this Agreement,
- (b) delivered by hand to the addressee's address specified in this Agreement, or
- (c) mailed by prepaid registered mail to the addressee's address specified in this Agreement.

Any notice mailed in accordance with paragraph (c) is deemed to be received 96 hours after mailing. Either of the parties may give notice to the other of a substitute address or fax number from time to time.

40. A waiver of any term of this Agreement or of any breach by you of this Agreement is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.

41. No modification of this Agreement is effective unless it is in writing and signed by the parties.

42. This Agreement and any modification of it constitute the entire agreement between the parties as to performance of the Services.

43. All disputes arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.

44. Sections 6 to 15, 17, 19, 27, 28, 31 to 33 and 43 continue in force indefinitely, even after this Agreement ends.

45. The schedules to this Agreement are part of this Agreement.

46. If there is a conflict between a provision in a schedule to this Agreement and any other provision of this Agreement, the provision in the schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this Agreement.

47. This Agreement does not operate as a permit, license, approval or other statutory authority which you may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.

48. The Agreement may be entered into by each party signing a separate copy of this Agreement (including a photocopy or faxed copy) and delivering it to the other party by fax.

49. In this Agreement,

- (a) "includes" and "including" are not intended to be limiting,
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement,
- (c) "we", "us", and "our" refer to the Province alone and not to the combination of the Contractor and the Province which is referred to as "the parties", and
- (d) "attached" means attached to this Agreement when used in relation to a schedule.

50. If Schedule F is attached, the additional terms set out in that schedule apply to this Agreement.





WORKING TO MAKE A DIFFERENCE

**Assessment Department Location**

**Mailing Address**

PO Box 5350  
Station Terminal  
Vancouver BC V6B 5L5

6951 Westminster Highway  
Richmond BC  
V7C 1C6  
www.worksafebc.com

**Clearance Section**

Telephone 604 244 6180  
Toll Free within Canada  
1 888 922 2768  
Fax 604 244 6390

Steve J. Buzikievich Land Surveying Inc.  
54 Nanaimo Avenue East  
PENTICTON, BC V2A 1L9

November 28, 2007

Person/Business : STEVEN J BUZIKIEVICH LAND SURVEYING INC  
292716 AA (054)

This letter provides clearance information for the purposes of Section 51 of the *Workers Compensation Act*.

We confirm that the above-referenced firm is active, in good standing, and has met WorkSafeBC's criteria for advance clearance. Accordingly, if the addressee on this letter is the prime contractor, the addressee will not be held liable for the amount of any assessment payable for work undertaken by the above-referenced firm to January 01, 2008.

This firm has had continuous coverage with us since November 15, 2003.

Employer Service Centre  
Assessment Department

Clearance Reference # : C124912373  
CLRAAA-5

For more information about Section 51 and clearance letters visit [WorkSafeBC.com](http://WorkSafeBC.com)

*Please refer to your account number in your correspondence or when contacting the Assessment Department.*

To alter this document constitutes fraud.











## Popowich, Tracy CSNR:EX

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**From:** Ladd, Michael ENV:EX  
**Sent:** Friday, May 30, 2008 1:48 PM  
**To:** Baric, Keith J ENV:EX; Trewhitt, John ENV:EX  
**Cc:** Dixon, Blake ENV:EX; Hopkins, James ENV:EX  
**Subject:** Okanagan Mountain Provincial Park- Paradise Ranch Trespass

Hi gang, The results of the trespass survey are in and available at my desk. I would like to inspect the trespass and discuss options among ourselves, on site. Could we sneak a quick trip for 10am on June10? I need to arrange entry with the land owner, so please let me know asap.

Keith, To prepare for this meeting could I trouble you to status the following. SL 20, 11 and SL 2, all DL 2711. Please see me if you need more info.  
Cheers!



July 24, 2008

File: 84200-40/Ok Mt Prov Park

Mark Anthony Cellars Inc  
1730 Mission Hill Road  
Westbank BC V4T 2E4

Attention: John Simes

Re: Trespass in Okanagan Mountain Provincial Park

BC Parks has received the results of the land survey indicating that the Paradise Ranch vineyard operation is trespassing within the boundary of Okanagan Mountain Provincial Park. We have attached the survey results for your information.

The legal description of the land on which the vineyard operations are taking place is District Lot 86S Similkameen Division Yale District. Parcel Identifier is 005-931-479. The registered owner of the land on which the vineyard operations are taking place is Mark Anthony Properties., Inc. No. C671059, 210-1750 West 75<sup>th</sup> Avenue, Vancouver, B.C. V6P 6G2.

We at BC Parks request a meeting with you to discuss the removal of the vineyard's infrastructure, the timing for infrastructure removal and rehabilitation of the trespass area. The infrastructure includes but is not limited to perimeter fencing and vine fencing, road, irrigation pipes, and grape vines.

Please contact the author to arrange a meeting date and time.

Cell: S.17                      Office: 250-490-8250 [Michael.Ladd@gov.bc.ca](mailto:Michael.Ladd@gov.bc.ca)

Yours truly

Mike Ladd  
Area Supervisor  
Southern Interior Region

ML/cl

cc: Mark Anthony Group Inc. 210-1750 West 75<sup>th</sup> Ave, Vancouver, B.C. V6P 6G2  
John Trewhitt, Section Head, Southern Interior, BC Parks  
Drew Carmichael, Regional Manager, Environmental Stewardship Division,  
Ministry of Environment, Penticton

Attachment: Sketch Plans and Photos Showing Encroachment of Improvements onto  
Okanagan Mountain Provincial Park Adjacent to SL 18, Plan 1190, DL  
2711 and DL 86, SDYD



# BC OnLine

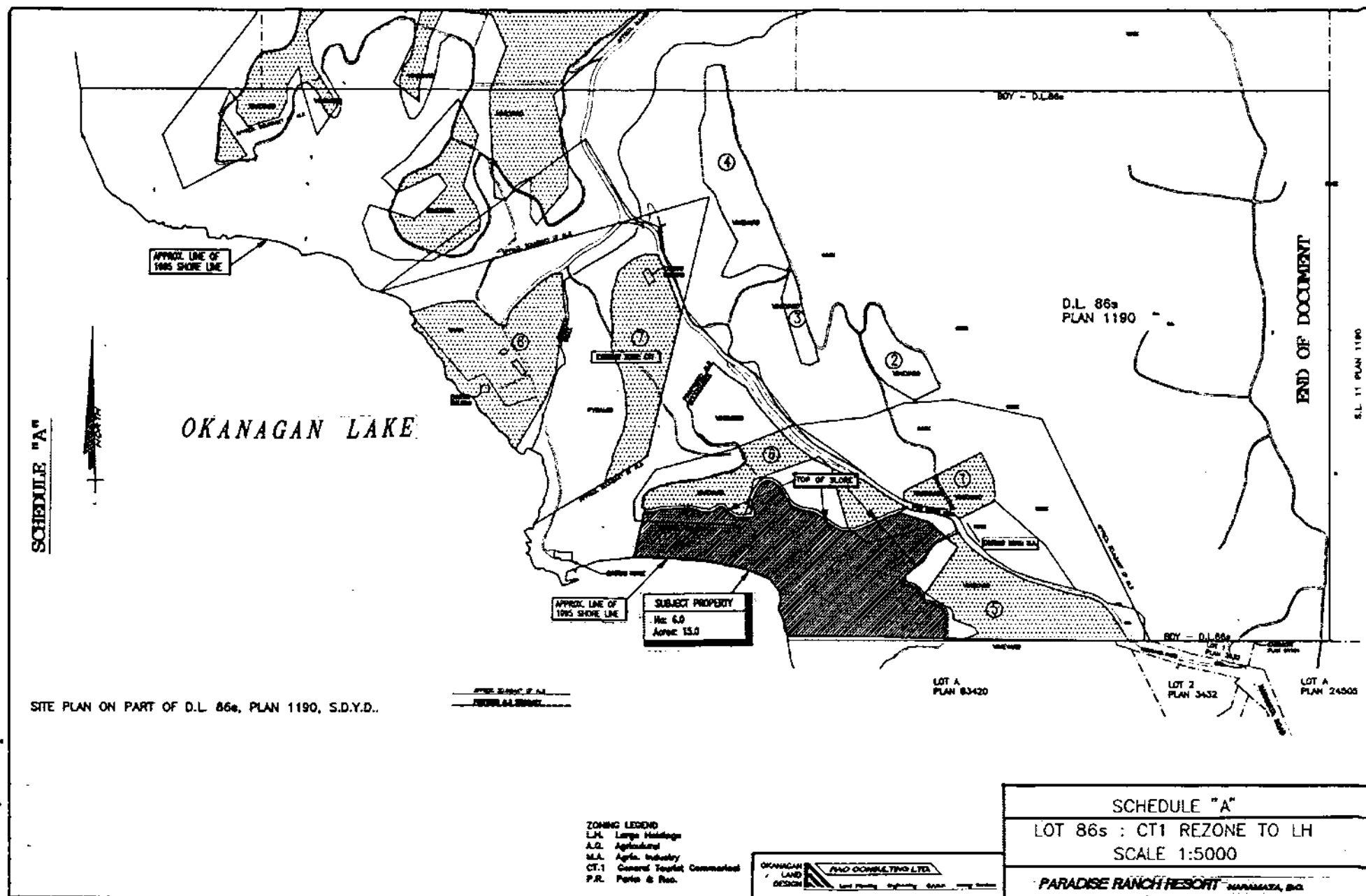


BC OnLine Land Title Internet Service  
Provided in co-operation with  
Land Title and Survey Authority

LTSA - DOCUMENT RETRIEVAL			REF# G18961	REQUESTED:2008-07-24 14:20
CLIENT NAME:	MINISTRY OF ENVIRONMENT			
ADDRESS:	ESD PENTICTON 102 INDUSTRIAL PLACE PENTICTON BC V2A 7C8			
PICK-UP INSTRUCTIONS:				
USER ID: S.17	APPL/DOC# KK9918	KA Registered RCVD:1996-02-08		
ACCOUNT:				
FOLIO				
REMARKS:				

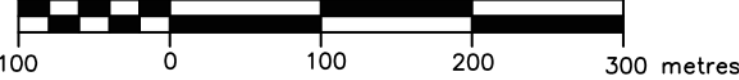
Help Desk Victoria ..... (250) 953-8200  
In B.C. .... 1-800-663-6102  
Administration Office ... (250) 953-8250  
Fax Number ..... (250) 953-8222

Persons who need to rely on a plan for legal purposes must examine the official version at the Land Title Office in which the plan is deposited. However, plans with plan numbers beginning with the letters EPP or EPS are electronic plans which constitute the official version.



POSTING PLAN OF CERTAIN CORNERS OF SUB LOT 18, PLAN 1190, D.L. 2711  
and D.L. 86s, ALL OF S.D.Y.D.

BCGS 82E.062  
SCALE 1:5000



PLAN KAP \_ \_ \_ \_ \_

DEPOSITED IN THE LAND TITLE OFFICE AT KAMLOOPS, B.C.  
THIS.....DAY OF....., 2008.

REGISTRAR

UNSURVEYED  
CROWN LAND  
(OKANAGAN MOUNTAIN PROVINCIAL PARK)

UNSURVEYED  
CROWN LAND  
(OKANAGAN MOUNTAIN PROVINCIAL PARK)

D. L. 2 7 1 1  
S. L. 1 8 S. L. 2 0  
P L A N 1 1 9 0

S.L. 11  
PLAN 1190  
D.L. 2711

D. L. 8 6 s

OKANAGAN  
LAKE

A  
PLAN B3420

1  
PLAN 3432  
2  
PLAN 3432

A  
PLAN 24505

NORTH  
NARAMATA  
ROAD

D. L. 3 9 1

FOUND OLD STONE MOUND  
FOUND OLD BEARING TREES:  
1) DEAD/FALLEN/BURNT - BLAZE - NO MARKINGS  
80° MAGNETIC MEASURED 12.3 METRES TO STUMP HOLE  
2) DEAD/FALLEN/BURNT - NO MARKINGS  
310° MAGNETIC MEASURED 3.4 METRES TO STUMP HOLE  
3) DEAD/STANDING/BURNT - NO MARKINGS/BLAZE ROTTEN  
195° MAGNETIC MEASURED 11.3 METRES  
  
MADE BEARING TREE  
0.4 METRE DIAMETER YELLOW PINE  
MEASURED AND MARKED 9.9 METRES, 5° MAGNETIC

FOUND OLD STONE MOUND  
NO BEARING TREES AVAILABLE  
CAPPED POST DRILLED INTO BEDROCK

UTM NAD83 COORDINATES  
5,505,163.30 NORTH  
308,517.75 EAST

91°54'50"

175.814

91°54'50"

48.378

DRILLED INTO BEDROCK

NO REFERENCE POST SET  
POST BURIED IN CULTIVATED FIELD  
NO BEARING TREES AVAILABLE

FOUND OLD STONE MOUND  
AND OLD IRON PIN  
NO BEARING TREES AVAILABLE

UTM NAD 83 COORDINATES  
5,505,102.23 NORTH  
310,345.96 EAST

SUMMERLAND ACTIVE CONTROL  
#506204

LEGEND

BEARINGS ARE GRID NAD83(CSRS) AND DERIVED FROM DUAL  
FREQUENCY DIFFERENTIAL GPS OBSERVATIONS AND REFERRED TO  
THE CENTRAL MERIDIAN OF UTM ZONE 11(121° WEST LONGITUDE)  
CONVERGENCE IS 2°00'45" AND IS TO BE SUBTRACTED  
FROM GRID BEARINGS TO CONVERT TO ASTRONOMIC BEARINGS

ESTIMATED HORIZONTAL ACCURACY IS 0.5 METRES

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES BASED  
ON A MEAN ELLIPSOIDAL ELEVATION OF 470 METRES. TO COMPUTE  
GRID DISTANCES, MULTIPLY GROUND-LEVEL DISTANCES BY THE  
MEAN COMBINED SCALE FACTOR OF 0.99997156

- GPS ACTIVE CONTROL MONUMENT
- STANDARD IRON POST PLACED
- STANDARD CAPPED POST PLACED
- STANDARD CAPPED POST FOUND

THIS PLAN LIES WITHIN THE OKANAGAN SIMILKAMEEN  
REGIONAL DISTRICT

I, STEVEN J. BUZIKIEVICH, A BRITISH COLUMBIA LAND SURVEYOR  
OF THE CITY OF PENTICTON IN BRITISH COLUMBIA, CERTIFY  
THAT I WAS PRESENT AT AND PERSONALLY SUPERINTENDED THE  
SURVEY REPRESENTED BY THIS PLAN, AND THAT THE SURVEY AND  
PLAN ARE CORRECT. THE FIELD SURVEY WAS COMPLETED ON THE  
23rd DAY OF MAY, 2008. THE PLAN WAS COMPLETED  
AND CHECKED, AND THE CHECKLIST FILED UNDER #81808,  
ON THE 29th DAY OF MAY, 2008.

B.C.L.S.

STEVEN J. BUZIKIEVICH  
PROFESSIONAL LAND SURVEYOR

54 NANAIMO AVE. E.

PENTICTON, B.C.

Phone: (250)492-0559

FILE 07-294

DWG. 07-294

Fax: (250)492-9851

FB. 165 PG. 105 & 118

Page 112 of 189 MOE-2014-50016(sa)

OFFICE COPY

SKETCH PLAN SHOWING ENCROACHMENT OF IMPROVEMENTS ONTO  
OKANAGAN MOUNTAIN PROVINCIAL PARK ADJACENT TO  
S.L. 18, PLAN 1190, D.L. 2711 AND D.L. 86s, S.D.Y.D.

CIVIC ADDRESS: PARADISE RANCH VINEYARDS, 7449 NORTH NARAMATA ROAD, INDIAN ROCK, NARAMATA, B.C.

BCGS 82E.062  
SCALE 1:500

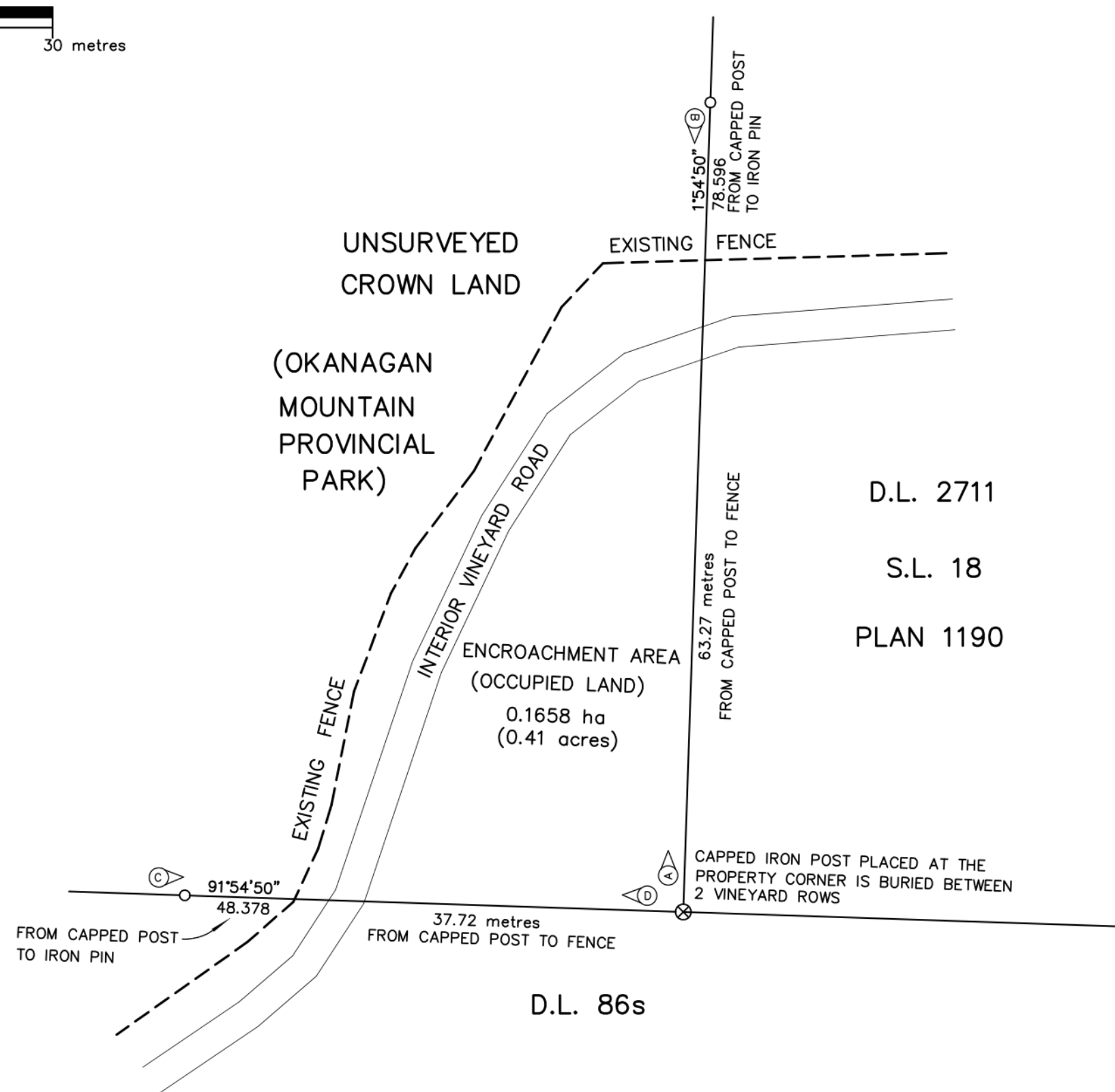
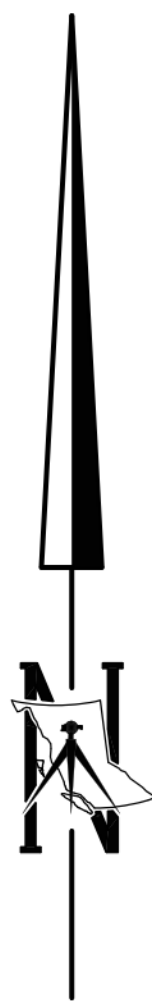
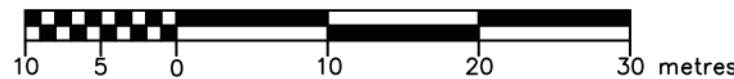


PHOTO A

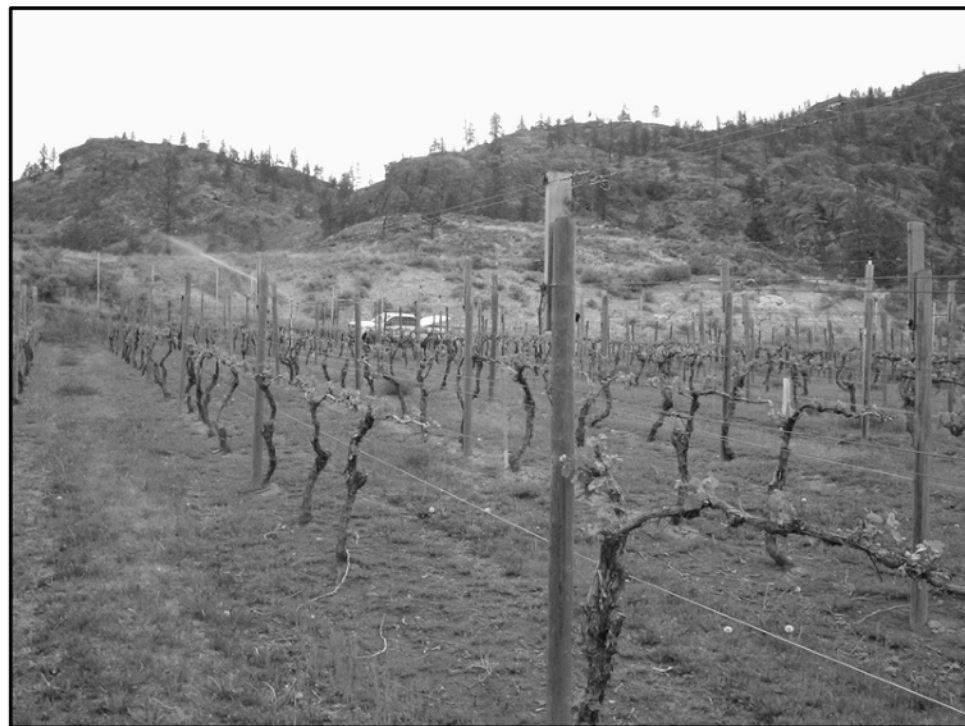


PHOTO B



PHOTO C



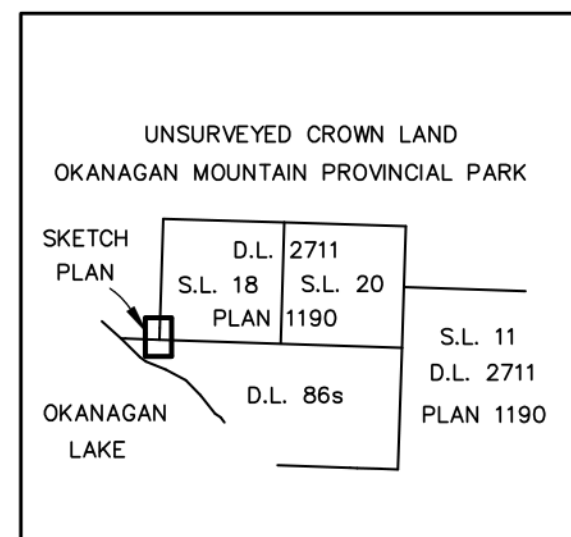
PHOTO D



LEGEND

- EXISTING FENCE
- ⊙ PHOTOGRAPH IDENTIFICATION, DIRECTION AND LOCATION
- ⊗ STANDARD CAPPED POST
- STANDARD IRON POST

KEY MAP



FIELD SURVEY COMPLETED MAY 23, 2008

STEVEN J. BUZIKIEVICH  
PROFESSIONAL LAND SURVEYOR  
54 NANAIMO AVE. E.  
PENTICTON, B.C.  
Phone: (250)492-0559 Fax: (250)492-9851  
FILE 07-294  
DWG. 07-294A

**Trewhitt, John ENV:EX**

---

**From:** Trewhitt, John ENV:EX  
**Sent:** Tuesday, July 19, 2011 8:26 AM  
**To:** 'John Grods'  
**Cc:** Gunoff, Erin M ENV:EX  
**Subject:** RE: Okanagan Mt. Park - Mission Hill Restoration  
**Attachments:** Letter to Mission Hill regarding restoration activities.docx

Thanks John. This is the letter that has gone to John Simes with Mission Hill. Please let me know if you have any questions.

John Trewhitt

---

**From:** John Grods [<mailto:john@makonis.com>]  
**Sent:** Thursday, July 14, 2011 11:44 AM  
**To:** Trewhitt, John ENV:EX  
**Subject:** Re: Okanagan Mt. Park - Mission Hill Restoration

sorry for the lengthy delay.

\*\*\*\*\*

**John Grods, R.P.Bio**  
Makonis Consulting Ltd

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"This e-mail may contain information that is privileged, confidential and/or exempt from disclosure. No waiver whatsoever is intended by sending this e-mail which is intended only for the named recipient(s). Unauthorized use, dissemination or copying is prohibited. If you receive this email in error, please notify the sender and destroy all copies of this e-mail."

On 13/06/2011 1:42 PM, Trewhitt, John ENV:EX wrote:  
John, just wondered if there was any follow up invasive plant management work that occurred after the onsite meeting and if there was do you have any photos?

John Trewhitt

---

**From:** John Grods [<mailto:john@makonis.com>]  
**Sent:** Tuesday, May 31, 2011 10:14 AM  
**To:** Trewhitt, John ENV:EX  
**Cc:** Safford, Kirk R ENV:EX; Gunoff, Erin M ENV:EX  
**Subject:** Re: Okanagan Mt. Park - Mission Hill Restoration

thrusday is a perfect day if that works for all? Meet a 9:30am at your office? Or 10:30am at the ranch?

\*\*\*\*\*

**John Grods, R.P.Bio**  
Makonis Consulting Ltd

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On 31/05/2011 7:53 AM, Trehwitt, John ENV:EX wrote:  
Wed after 11:00 and any time Thursday look good for me.

John Trehwitt

---

**From:** John Grods [<mailto:john@makonis.com>]  
**Sent:** Monday, May 30, 2011 5:04 PM  
**To:** Trehwitt, John ENV:EX  
**Cc:** John Grods; Safford, Kirk R ENV:EX  
**Subject:** Re: Okanagan Park - Mission Hill Restoration

How is this week John?

\*\*\*\*\*

**John Grods, R.P.Bio**  
Makonis Consulting Ltd

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On 12/05/2011 9:21 PM, John Grods wrote:

Hi John

What days work for you folks the week of May 23 for a visit?

--

\*\*\*\*\*

**John Grods, R.P.Bio**  
Makonis Consulting Ltd

Please consider the environment before printing this email.

"This e-mail may contain information that is privileged, confidential

and/or exempt from disclosure. No waiver whatsoever is intended by sending this e-mail which is intended only for the named recipient(s). Unauthorized use, dissemination or copying is prohibited. If you receive this email in error, please notify the sender and destroy all copies of this e-mail."



July 18, 2011

File: 81500-40/Okanagan Mountain Park

Mission Hill Family Estate  
1730 Mission Hill Road  
Westbank, V4T 2E4

Attention: John Simes

Re: Order of the Director – Okanagan Mountain Park

This letter is a follow up to the Park Act Order that was given you November 13, 2008 regarding removal and restoration of an area of trespass within Okanagan Mountain Park.

The Order was as follows:

1. Mission Hill Family Estate shall do the following:
  - (a) remove any and all buildings, structures, improvements, installations of the vineyard and works of any nature which was caused to be situated in the Park; and
  - (b) submit to the Ministry representative, Blake Dixon, Area Supervisor, for review by January 31, 2009 a Restoration Plan completed by a Qualified Professional as described in Attachment B.
  - (c) make any changes to the Restoration Plan as requested by the Ministry representative by February 27, 2009.
  - (d) restore the area of the Park on which a vineyard was constructed or placed any buildings, structures, installations or works of any nature, to the condition (as nearly as is reasonable possible) the area was in before construction of the vineyard as per the approved Restoration Plan.
2. Removal of all the vineyard, structures, installations and works, and completion of restoration activities shall be completed by July 31st, 2009.
3. If this order is not carried out or is only partially or imperfectly carried out, I may direct any person to carry out or complete the order, and the expense to the government of carrying out or completing the carrying out of the order will be a debt owing to the government by Mission Hill Family Estate Winery, recoverable at the suit of the government in any court of competent



jurisdiction.

The Approved Restoration Plan dated January 15, 2009 was completed by Makonis Consulting Ltd.

Upon request by John Grods, Makonis Consulting Ltd., BC Parks representatives Erin Gunoff, Kirk Safford, and myself conducted a site visit on June 2, 2011 to review removal and restoration activities as directed by the Order. We were quite pleased with your activities to date including removal of the vineyard infrastructure, re-contouring disturbed areas, replanting the area with native species, and relocation of the fence structure. You have met to our Ministry's satisfaction part 1.a, 1.b, 1.c, 2, and 3 of the Order. At the time of inspection there was however a healthy population of invasive plant species growing over the restoration area. We received confirmation from John Grods on July 14, 2011 that there was additional weeding of invasive plants on the site after our site visit. As per the restoration plan, weed control is an important component to a successful restoration and a minimum of two seasonal efforts of weeding should be completed. Based on our site visit and observation of the potential for ongoing establishment of invasive plants within the restoration area we are requesting that you continue monitoring and conducting seasonal weeding activities of the site as required for at least two more seasons to ensure satisfactory recovery of the site. We are willing to review the need for this requirement to meet the full conditions of the Order on an annual basis based on monitoring results.

If you have any questions regarding this letter please contact me at s.17

Sincerely,

John Trew hitt, Parks and Protected Areas Section Head

cc. Erin Gunoff, Central Okanagan Area Supervisor  
Kirk Safford, Conservation Specialist  
John Grods, Makonis Consulting Ltd.

<<07-294.pdf>> <<07-294A.pdf>>

**Trewhitt, John ENV:EX**

---

**From:** Weston, Mark ENV:EX  
**Sent:** Wednesday, June 1, 2011 2:02 PM  
**To:** Trewhitt, John ENV:EX  
**Subject:** FW: okangan mountain restoration report

---

**From:** Dixon, Blake ENV:EX  
**Sent:** Tuesday, September 7, 2010 9:53 AM  
**To:** Weston, Mark ENV:EX  
**Subject:** okangan mountain restoration report



OK Park  
Restoration Plan...



Okanagan  
Mountain Tresp...

*Blake Dixon*

Parks & Protected Areas  
Central Area Supervisor  
Okanagan Region  
Ph 250-490-8248  
cell 250-462-0502



PROVINCE OF BRITISH COLUMBIA

*Park Act*

Order of the Director

TO: John Simes  
Chief Winemaker  
Mission Hill Family Estate  
1730 Mission Hill Rd Westbank  
B.C. Canada V4T 2E4

DATE: November 13,<sup>th</sup> 2008

**WHEREAS:**

- A. Okanagan Mountain Park("the Park") is a large provincial park on the east side of Okanagan Lake between Kelowna and Naramata.;
- B. The Park is a Class A park under the *Park Act*;
- C. Mission Hill Family Estate is the registered owner of the following described parcel of land which borders on the Park:  
  
B.L. 18 plan 1190, D.L. 2711 ABD D.L. 86s S.D.Y.D.
- D. A portion of the vineyard owned and operated by Mission Hill Family Estate was recently determined to be located on lands within Okanagan Mountain Park.

- E. Particulars of the location of the vineyard relative to Mission Hill Family Estate property and the Park are set out in a survey plan in Attachment A;
- F. As of the date of this order, the vineyard has not been moved or altered since the survey was done;
- G. The *Park Act* provides as follows:

**Sec. 13.** A person must not construct, install, erect or place any structure, improvement or work of any nature in a park or recreation area, except under the authority of a valid and subsisting park use permit or resource use permit.

**Sec. 17.** A director or any park officer acting on the director's behalf may do one or more of the following:

- (a) enter on and inspect any land, road, structure or work in a park or recreation area;
- (b) order the repair, alteration, improvement, evacuation or removal of or addition to a structure or work in a park or recreation area;
- (c) order any person in any park or recreation area to cease or refrain from any action, omission or conduct that a director or park or recreation area officer, in his or her discretion, considers dangerous to life or property or detrimental to the public interest;
- (d) require any person in any park or recreation area to inform the director or officer of
  - (i) the person's name, address and occupation,
  - (ii) any fact or intention relating to the person's use of the park or recreation area, and
  - (iii) the person's conduct and activities in the park or recreation area

**Sec. 18.** If a lawful order of a director or a park officer under section 17 is not carried out or is only partially or imperfectly carried out,

- (a) a director may authorize any person to carry out or complete the carrying out of the order,
- (b) the expense to the government of carrying out or completing the carrying out of the order is a debt owing to the government by the person to whom the order was first given or directed, recoverable at the suit of the government in any court of competent jurisdiction, and
- (c) the certificate of a director is proof in the absence of evidence to the contrary of the indebtedness and the amount of the debt

- H. No permit has been issued to Mission Hill Family Estate to construct any part of the vineyard or to place any improvements in the Park and no permit has been issued to Mission Hill Family Estate giving any right, title or interest in any structure, improvement or installation in the Park;

ACCORDINGLY, the director orders:

1. Mission Hill Family Estate shall do the following:
  - (a) remove any and all buildings, structures, improvements, installations of the vineyard and works of any nature which was caused to be situated in the Park; and
  - (b) submit to the Ministry representative ( Blake Dixon, Area Supervisor) for review by January 31, 2009, a Restoration Plan completed by a Qualified Professional as described in Attachment B.
  - (c) make any changes to the Restoration Plan as requested by the Ministry representative by February 27, 2009.
  - (b) restore the area of the Park on which a vineyard was constructed or placed any buildings, structures, installations or works of any nature, to the condition (as nearly as is reasonable possible) the area was in before construction of the vineyard as per the approved Restoration Plan.
2. Removal of all the vineyard, structures, installations and works, and completion of restoration activities shall be completed by July 31st, 2009.
3. If this order is not carried out or is only partially or imperfectly carried out, I may direct any person to carry out or complete the order, and the expense to the government of carrying out or completing the carrying out of the order will be a debt owing to the government by Mission Hill Family Estate, recoverable at the suit of the government in any court of competent jurisdiction

Dated at Victoria, B.C., this 13<sup>th</sup> day of November, 2008.

---

Brian Clark,  
Director, Regional Operations Branch

---

Province of British Columbia  
Park Act  
Order of the Director

Ministry of Environment

January 15, 2009

Ministry of Environment  
Protected Areas Section Penticton  
102 Industrial Place  
Penticton, BC V2A7C8  
Attn: Mr Blake Dixon, Parks Area Supervisor Central Okanagan

RE: Okanagan Mountain Park Restoration Plan, File 81500-40/Okanagan Mountain Park

## 1.0 BACKGROUND

Makonis Consulting Ltd (Makonis) was retained by Mission Hill Family Estates in December of 2008 to complete requirements pertaining to the Park Act, Order of the Director for removal and restoration of a portion vineyard in Okanagan Mountain Park.

The subject area of Okanagan Mountain Provincial Park is located in the Regional District of Okanagan Similkameen, British Columbia in the lower elevations of the Okanagan Valley. The subject area fronts Okanagan Lake and adjacent legal property description is B.L. 18 Plan 1190, D.L. 2711 ABD D.L. 86s S.D.Y.D. - 7680 North Naramata Road, Naramata, British Columbia and is currently zoned as AG1, see figure one.

Previous environmental inventories and assessments available for the adjacent property were reviewed as part of the inventory assessment<sup>1</sup>.

One such inventory undertaken by Ministry of Environment was a Terrestrial Ecosystem Mapping (TEM) inventory for south Okanagan which included this area in 1998, with updates in 2005<sup>2</sup>. In that inventory the subject area was mapped as CV, or cultivated vineyard overlain with silty glacial-lacustrine deposits.

Restoration site lay within the Okanagan Valley in the rain shadow of the Coast and Cascade Mountains, and contains some of the warmest and driest areas of the province and Canada. The Okanagan is characterized as a continental climate of long warm dry growing seasons, and cool winters with moderate snowfall<sup>3</sup>.

The area is located in the northern extent of the Okanagan very dry hot Bunchgrass biogeoclimatic subzone variant (BGxh1) occurring at lower elevations along the bottom of the Okanagan Valley<sup>4</sup>, in the larger Northern Okanagan Basin Ecoregion (NOB). Natural ecosystems found within the area are dominated by wide-spaced bluebunch wheatgrass-big sage or Antelope-brush grasslands with a well-developed dry cryptogam layer, also known as a "biological crust".

<sup>1</sup>EBA Engineering Consultants Ltd. 2005. Wildlife and stream assessment with respect to proposed vineyards and building development at Naramata. Kelowna, British Columbia, file 8840158.006.

<sup>2</sup> Iverson, K. and A. Haney. 2006. An Updated Terrestrial Ecosystem Map (TEM) for the South Okanagan Valley (with Sensitive Ecosystems Inventory - SEI). Ministry of Environment, Penticton. 30pp.

<sup>3</sup> Lloyd, D, K. Angove, G. Hope and C. Thompson. 1990. A guide to site identification and interpretation for the Kamloops Forest Region. B.C. Min. of Forests, Victoria, B.C.

<sup>4</sup>Meldinger, D. and J. Pojar (compilers). 1991. Ecosystems of British Columbia. Special Report Ser. 6, Ministry of Forests, Victoria, BC.



## 2.0 RESTORATION GOALS

Ecological restoration is to improve vegetation and/or habitat from disturbed conditions towards historical conditions<sup>5, 6</sup>. Often restoration does not meet expectations given complexities in ecological conditions of the site, anthropogenic influences (ie fire suppression), or other factors that would influence ecological processes. Planning for such uncertainties that impede restoration is necessary at every step but as well in setting targets to allow ecological systems to establish and proceed naturally. Predicting uncertainties is often difficult and restoration plans need to be flexible so desired goals of the restoration are met. Reference sites serve as controls to set and evaluate restoration goals, as well provide primers for uncertainties in the restoration plan.

Survey plans have delineated the restoration area, figure two, as seen in photograph 1 and 4.

### Reference Site One

During the site visit in January of 2009 the previous site assemblages prior to disturbance were unknown. The current restoration site has been an active vineyard for a minimum of five years given the size of vines seen on site, Photo 1.

Natural glacial lacustrine slope terraces in the vicinity can provide indications of habitat - ecosystems of what should be considered as prior condition, or reference site. One such area was located on Mission Hill Ranch property, approximately 120m further west of the disturbed site, Photo 2. Dominated by bluebunch wheatgrass (*Pseudoregneria spicata* ssp. *Spicata*). Minor inclusions of rough fescue (*Fescue campestris*) and Sandberg's bluegrass (*Poa secunda*) were observed, although given the timing of visit these numbers were difficult to determine. Aspect of reference site was southerly as is the restoration site with similar slopes of 2 - 4%. An additional visit in early spring is recommended before finalizing restoration plans.

### Reference Site Two

Photograph 3 illustrates the natural shallow soil ecosystems above the current fence line. Again this area can be used as a reference site for the restoration area above the current access road towards the fence line. Photograph 4 shows the ecosystem below the fence line and above the current access road.

There is disturbance in this restoration area between the fence and road which will need to be addressed separately from the vineyard. Native vegetation is well established in this area and is recovering from prior disturbances. Some expose soils were visible in this area, although the area was still predominantly shallow soil - rock outcrops. Survey plan, figure 2, has delineated the toe of this rock within the restoration area. Invasive weeds were seen throughout and from the site visitation would be considered moderate. However, snow cover and timing of visit are factors.

<sup>5</sup>Society for Ecological Restoration Science & Policy Working Group. 2002. *The SER Primer on Ecological Restoration*. [www.ser.org/](http://www.ser.org/).

<sup>6</sup>Biodiversity Branch, Ministry of Water Land Air Protection. 2003. *Ecological Guidelines for British Columbia*. Victoria BC. 84pp.

## Restoration Goals

Current restoration goals will be

1. to re-establish a bluebunch wheatgrass community on a glacial-lacustrine site (vineyard and access road); and
2. rehabilitate shallow soil ecosystem above the access road to fence line.

The ecosystem indicated in photos 2 and 3 will serve as a reference sites to measure our goals of restoration. Although caution should be noted here as the reference site is a state of reflecting one of many ecological ranges for site potential, also known as succession. Further sites can be identified in the spring in the area when conditions improve, ie snow cover.

The objectives to achieve our goal will be to remove the current disturbances (ie vineyard and soils), re-establish soil and vegetation conditions. Ongoing site maintenance and adaptive management is key to success. The following sections describe the sequence of the restoration plan.

## 3.0 RESTORATION PLAN

### Deconstruction

Timing for this stage is anticipated from March to April.

#### *Vineyard Area*

Established vineyards and structures (fence, posts, irrigation system) will be removed from the subject area.

In the sequence of removal, fencing will remain until final stages of restoration as a barrier to natural features of Okanagan Mountain Park from construction crews.

Natural areas of Okanagan Mountain Park are upslope from vineyard and erosion controls are not needed along current fence line. An erosion control line will be established along the eastern boundary line to prevent surface runoff from remaining vineyard once features have been removed. Allowances for the erosion control line should allow for construction on site to operate unimpeded.

Spoil piles will not be permitted to be left on restoration site. Vines, material and structures will be removed as they are handled. Spoil piles create opportunity for wildlife to utilize and should be avoided.

Existing soil 25 cm (10 inches, approximate) in depth will be removed from upper edge of existing access road downslope. This will account for removal of invasive seed sources or wanted rooted matter in restoration area. The area upslope of road will be delineated and staked in the field for removal, avoiding natural re-established native vegetation since encroachment by biologist. Stakes will remain in place throughout most of the restoration process for delineation of separate restoration applications.

Final steps in deconstruction will be to till the area, including the existing road to compensate for compaction that has occurred on site since.

## *Above Road*

Nothing at this stage is required above the road with the exception of protection described above.

## **Grading**

Timing for this stage is anticipated in April.

## *Vineyard*

Native vegetation remaining upslope will be protected in the short term by erosion control measures, ie silt fencing, however installation will be reversed, flap facing downslope. Protection will be removed once site grading has been completed.

Removed volume of soils from deconstruction will be replaced. A source of clay soils will need to be obtained from weed and free site. Soils should also contain portions of clay soils excavated near surface conditions. This is to inoculate restoration soils with appropriate soil organisms needed in natural soil processes. These soils should be added last. A greater volume of soil will be required to bring up the a portion of slope into existing bank exposed for access road cut. Care will be taken not to bury existing re-establish vegetation or toe of bedrock outcrops.

Clay soils will need to be watered and lightly packed with a rubber-tire backhoe or tractor. Care must be taken not to over compact soils.

Revised grading plan is approximate as final grading will be sensitive to existing exposed rock on site as illustrated in survey plan.

## **Landscaping**

Timing for this stage is anticipated in April - May.

## *Vineyard*

A native grass seed mix will be applied across the entire site with an application rate is to be 50kg per hectare. Thus a minimum of 17kg of seed mixture is required. The approved blend and composition is seen in table one. Site is then to be raked thoroughly and lightly packed by hand. Once seed has been raked and packed a light watering is suggested.

A hydromulch and tactile will be applied to provide nutrients for grass establishment as well seal exposed soils against weed establishment. Working on mulch afterwards will not affect grass establishment.

200 grass plugs or plants of bluebunch wheatgrass (100), rough fescue (50), and Idaho fescue (50) will be obtained and planted. When holes are dug the displaced soil will be put aside and removed without covering the applied mulch.

Utilizing the natural areas on Mission Hill Ranch of similar habitat, a "biological crust" will be obtained and transferred to restoration site. Biological soil crusts are formed by living organisms and their by-

products, creating a crust of soil particles bound together by organic materials and in grassland areas can comprise 70% of the ground's surface. Biological crusts are key to keeping weeds out of natural areas. This aspect of revegetation will assist the re-establishment of soil processes and necessary biotic components found in natural habitat like the reference site. The amount of "biological crust" is difficult to determine as it will depend on the availability and quality of "biological crust" in the area. It is unreasonable to obtain 70% surface area without impacting other sources significantly, however once in place these crusts can readily establish and spread. Transfer of soil crust should be 3-5cm in depth and supervised by QEP.

A temporary irrigation system will be placed in restoration area to assist in plant establishment. Care must be taken not to over water and spray into adjoining natural areas. Restoration area is to be kept from desiccating in the hot summers.

Table 1. Native Grass Mix for Okanagan.

Common Name	Scientific	Composition	
		% weight	% species
Bluebunch Wheatgrass	<i>Pseudoregneria spicatum</i>	40	16
Rough fescue	<i>Fescue campestris</i>	25	20
Idaho fescue	<i>Fescue idahoensis</i>	15	19
Perennial ryegrass	<i>Lolium perenne</i>	10	7
Sandberg's bluegrass	<i>Poa secunda</i>	5	13
Junegrass	<i>Koeleria macrantha</i>	5	25

## Above Road

Hand seeding of prescribed grass mixture will be required. The application rate will also be 50kg/hectare, however no raking is to be undertaken. Some "biological crust" was observed in this area and care should be taken not to cause further disturbance to this natural feature. Seeding can be done in conjunction with seeding in vineyard section. Prior to seeding a hand weeding application should be implemented. Weeds will be bagged and disposed.

## Weed Control

Weed control is an important component to a successful restoration. Removal of soils at deconstruction stage removes the weed seed sources currently onsite. It is expected some weeds will establish over the growing months and removal of these will be required. Two seasonal efforts at a minimum for weeding should be completed. Each year will involve two applications, one in late June and then again in late August.

## **Monitoring**

Monitoring of restoration during and post is critical for success. It is here during this monitoring process uncertainties that will impede restoration efforts or objectives for meeting goals can be adjusted to achieve success. No two ecosystems are alike and for that reason no restored ecosystem will be identical to reference site. Here the QEP will evaluate the restoration strategies, implementation and actual restored ecosystem trajectory for successful outcome.

## **4.0 CLOSURE**

This restoration plan will meet the requirements of the Ministry of Environment Park order and follows established restoration practises. Reference sites were located in close proximity to the restoration site to be used as controls in monitoring restoration plan objectives and goals. Several more sites should be picked up in the spring of 2009 to decrease the uncertainty in ecological variables often impeding restoration projects. Timing requirements and current site conditions are also factors associated with this restoration plan and should be readdressed when site conditions improve in the spring.

Please do not hesitate to contact myself at you earliest convenience if you have concerns or questions regarding this plan.

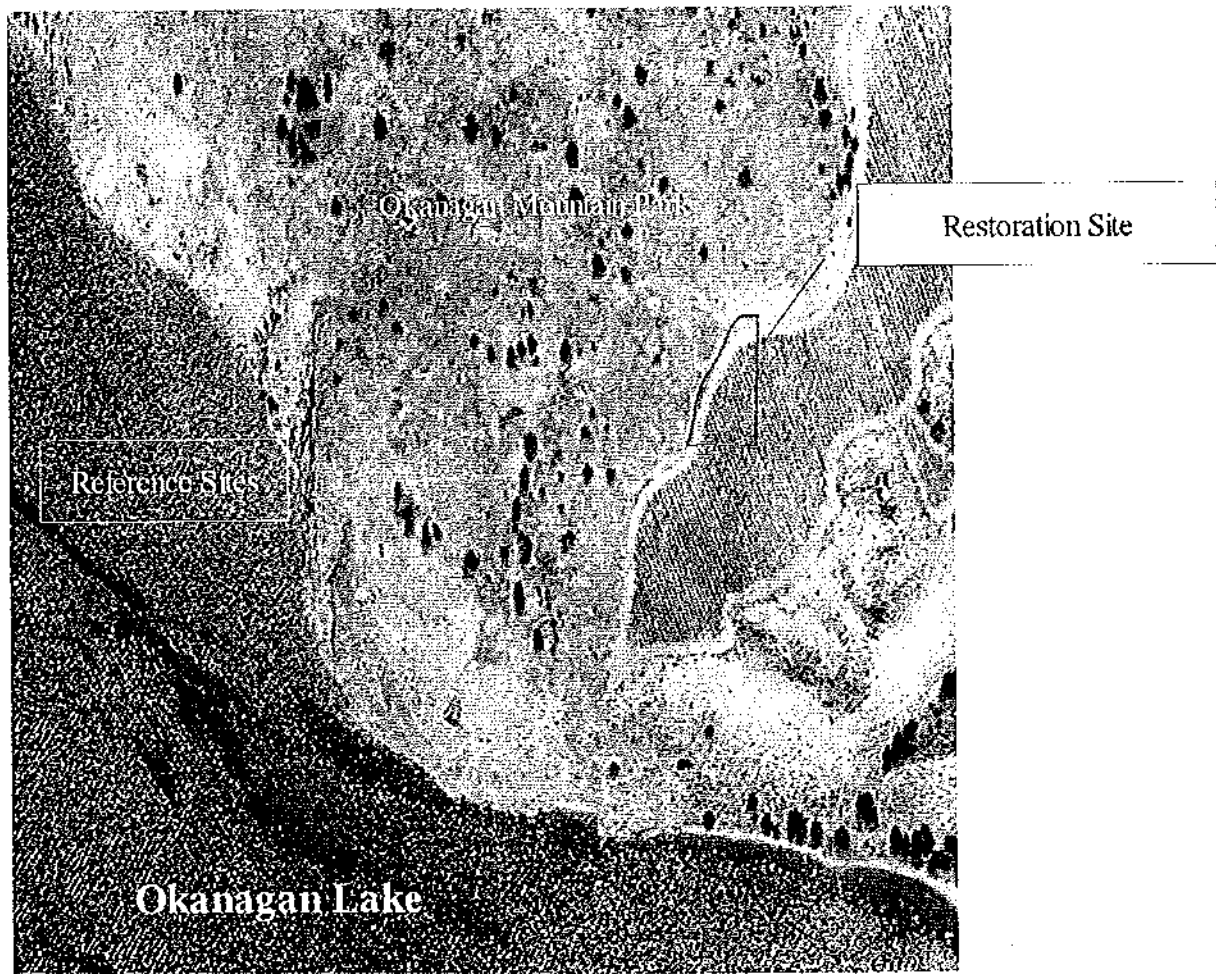
Respectfully Submitted,

John Grods R.P. Bio

**MAKONIS CONSULTING LTD**

## Figures

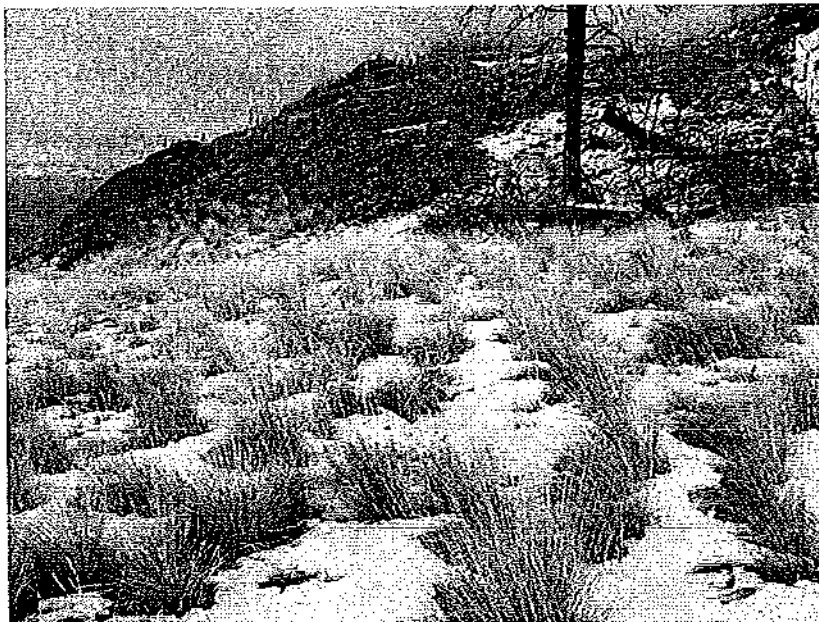
**Figure 1.** Location of Okanagan Mountain Park restoration area, shown in red, Naramata, BC. A reference site was located on the Mission Hill Ranch to be used as a control.



[illegible]



**Photo 1.** Area of restoration site on Mission Hill Ranch in Naramata, BC. Red arrow is the south-east corner of restoration area.

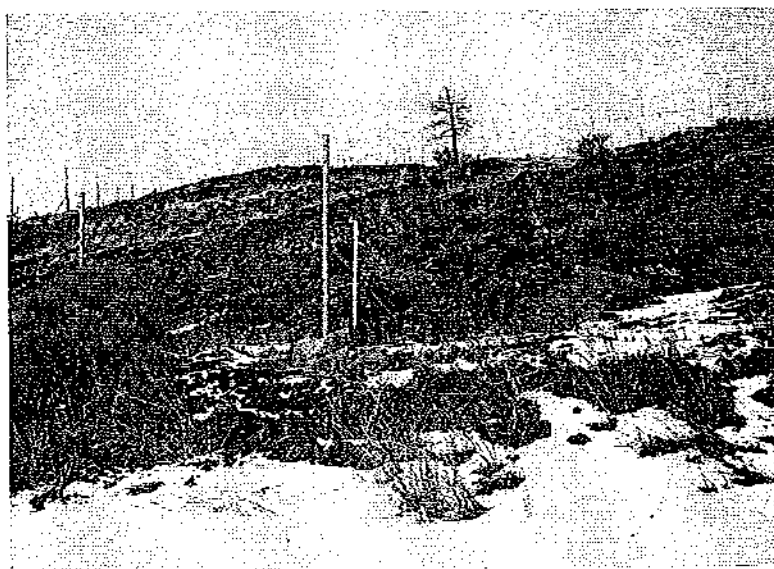


**Photo 2.** Natural grassland on glacial-lacustrine slopes on Mission Hill Ranch approximately 100m south-west of the restoration site. The conditions seen are the expected natural conditions for the site prior to disturbance.





**Photo 3.** Shallow soil - rock outcrop ecosystem directly above the disturbed site outside fencing.



**Photo 4.** Shallow soil - rock outcrop ecosystem directly above the vineyard site inside fencing. Most of this area is naturally derived above the existing access road. No regrading or intensive work is expected here.

## Trewhitt, John ENV:EX

---

**From:** Trewhitt, John ENV:EX  
**Sent:** Friday, May 13, 2011 8:27 AM  
**To:** Safford, Kirk R ENV:EX; Gunoff, Erin M ENV:EX  
**Subject:** FW: Okanagan Mountain Park - Mission Hill Restoration

John is requesting an on site meeting to review and to sign off on Mission Hills obligations for restoration of Okanagan Mt Park under the Directors Order related to a boundary trespass on the south boundary.

Can you propose dates that work for you that week if possible and I'll get back to John.

JT

---

**From:** John Grods [<mailto:john@makonis.com>]  
**Sent:** Thursday, May 12, 2011 9:22 PM  
**To:** Trewhitt, John ENV:EX  
**Cc:** Safford, Kirk R ENV:EX  
**Subject:** Okanagan Park - Mission Hill Restoration

Hi John

What days work for you folks the week of May 23 for a visit?

--

\*\*\*\*\*

**John Grods, R.P.Bio**  
Makonis Consulting Ltd

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"This e-mail may contain information that is privileged, confidential and/or exempt from disclosure. No waiver whatsoever is intended by sending this e-mail which is intended only for the named recipient(s). Unauthorized use, dissemination or copying is prohibited. If you receive this email in error, please notify the sender and destroy all copies of this e-mail."

## Trewhitt, John ENV:EX

---

**From:** Trewhitt, John ENV:EX  
**Sent:** Monday, November 17, 2008 4:14 PM  
**To:** Furness, Grant A ENV:EX  
**Cc:** Dixon, Blake ENV:EX  
**Subject:** Directors Order - Okanagan Mountain Park - Structural Trespass

Grant, can you please review and if OK pass along to Brian Clark.

Not included in the letter but good background information for Brian is:

The structural trespass in Okanagan Mountain Park involves a portion of vineyard from an adjacent property that likely occurred in the 1970's but was not identified until this year.  
BC Parks paid for a legal survey that identifies the structural trespass area.  
Mission Hill Family Estate purchased the property in 2000 and continued to operate the vineyard area that is within the park.  
In a recent meeting with Mission Hill's rep, he voluntarily agreed to remove the vineyard and associated facilities and restore the area.

John Trewhitt

---

**From:** Dixon, Blake ENV:EX  
**Sent:** Monday, November 17, 2008 1:56 PM  
**To:** Trewhitt, John ENV:EX  
**Subject:** FW: trespass



Okanagan Mtn  
Director's Order...



Attachment B for  
trespass docu...



Okanagan  
Mountain Tresp...

*Blake Dixon*

Parks & Protected Areas  
Central Area Supervisor  
Okanagan Region  
Ph 250-490-8248  
cell 250-462-0502

---

**From:** Trewhitt, John ENV:EX  
**Sent:** Thursday, November 13, 2008 11:09 AM  
**To:** Dixon, Blake ENV:EX  
**Cc:** Furness, Grant A ENV:EX  
**Subject:** RE: trespass

Blake I've made changes as per attached. Can you ensure the name of the registered owner is correct throughout the document. Assume the next step is to pass through Grant to Brian Clark for signature?



Okanagan Mtn  
Director's Order...

Can you also put together Attachment A - The survey and Attachment B - the definition of a Qualified Professional that Lora gave you.  
Thanks  
John Trew hitt

---

**From:** Dixon, Blake ENV:EX  
**Sent:** Wednesday, November 5, 2008 9:52 AM  
**To:** Trew hitt, John ENV:EX  
**Subject:** trespass

<< File: Okanagan Mtn. Director's Order to Remove.doc >>

Hi John,

Here is my first kick at the order. See what you think.

Blake.

*Blake Dixon*  
Parks & Protected Areas  
Central Area Supervisor  
Okanagan Region  
Ph 250-490-8248  
cell 250-462-0502



PROVINCE OF BRITISH COLUMBIA

*Park Act*

Order of the Director

TO: John Simes  
Chief Winemaker  
Mission Hill Family Estate  
1730 Mission Hill Rd Westbank  
B.C. Canada V4T 2E4

DATE: November 13,<sup>th</sup> 2008

**WHEREAS:**

- A. Okanagan Mountain Park("the Park") is a large provincial park on the east side of Okanagan Lake between Kelowna and Naramata.;
- B. The Park is a Class A park under the *Park Act*;
- C. Mission Hill Family Estate is the registered owner of the following described parcel of land which borders on the Park:  
  
B.L. 18 plan 1190, D.L. 2711 ABD D.L. 86s S.D.Y.D.
- D. A portion of the vineyard owned and operated by Mission Hill Family Estate was recently determined to be located on lands within Okanagan Mountain Park.

- E. Particulars of the location of the vineyard relative to Mission Hill Family Estate property and the Park are set out in a survey plan in **Attachment A**;
- F. As of the date of this order, the vineyard has not been moved or altered since the survey was done;
- G. The *Park Act* provides as follows:

**Sec. 13.** A person must not construct, install, erect or place any structure, improvement or work of any nature in a park or recreation area, except under the authority of a valid and subsisting park use permit or resource use permit.

**Sec. 17.** A director or any park officer acting on the director's behalf may do one or more of the following:

- (a) enter on and inspect any land, road, structure or work in a park or recreation area;
- (b) order the repair, alteration, improvement, evacuation or removal of or addition to a structure or work in a park or recreation area;
- (c) order any person in any park or recreation area to cease or refrain from any action, omission or conduct that a director or park or recreation area officer, in his or her discretion, considers dangerous to life or property or detrimental to the public interest;
- (d) require any person in any park or recreation area to inform the director or officer of
  - (i) the person's name, address and occupation,
  - (ii) any fact or intention relating to the person's use of the park or recreation area, and
  - (iii) the person's conduct and activities in the park or recreation area

**Sec. 18.** If a lawful order of a director or a park officer under section 17 is not carried out or is only partially or imperfectly carried out,

- (a) a director may authorize any person to carry out or complete the carrying out of the order,
- (b) the expense to the government of carrying out or completing the carrying out of the order is a debt owing to the government by the person to whom the order was first given or directed, recoverable at the suit of the government in any court of competent jurisdiction, and
- (c) the certificate of a director is proof in the absence of evidence to the contrary of the indebtedness and the amount of the debt

- H. No permit has been issued to Mission Hill Family Estate to construct any part of the vineyard or to place any improvements in the Park and no permit has been issued to Mission Hill Family Estate giving any right, title or interest in any structure, improvement or installation in the Park;

ACCORDINGLY, the director orders:

1. Mission Hill Family Estate shall do the following:
  - (a) remove any and all buildings, structures, improvements, installations of the vineyard and works of any nature which was caused to be situated in the Park; and
  - (b) submit to the Ministry representative ( Blake Dixon, Area Supervisor) for review by January 31, 2009, a Restoration Plan completed by a Qualified Professional as described in **Attachment B**.
  - (c) make any changes to the Restoration Plan as requested by the Ministry representative by February 27, 2009.
  - (b) restore the area of the Park on which a vineyard was constructed or placed any buildings, structures, installations or works of any nature, to the condition (as nearly as is reasonable possible) the area was in before construction of the vineyard as per the approved Restoration Plan.
2. Removal of all the vineyard, structures, installations and works, and completion of restoration activities shall be completed by July 31st, 2009.
3. If this order is not carried out or is only partially or imperfectly carried out, I may direct any person to carry out or complete the order, and the expense to the government of carrying out or completing the carrying out of the order will be a debt owing to the government by Mission Hill Family Estate, recoverable at the suit of the government in any court of competent jurisdiction

Dated at Victoria, B.C., this 13<sup>th</sup> day of November, 2008.

---

Brian Clark,  
Director, Regional Operations Branch

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Province of British Columbia  
Park Act  
Order of the Director

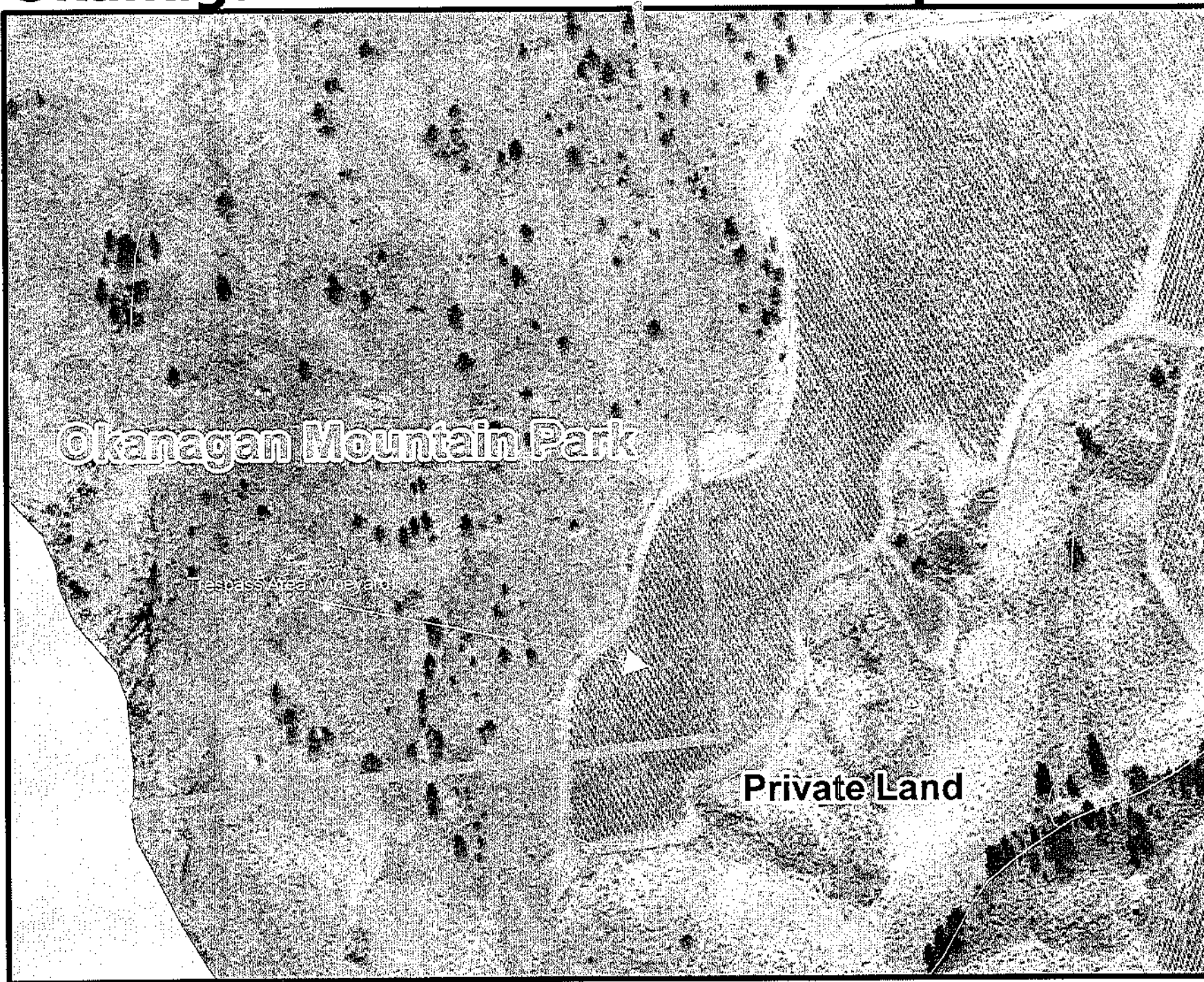
Ministry of Environment



## Attachment B

Develop with Care states an appropriately qualified professional is: a scientist or technologist specializing in a relevant applied science or technology including, but not necessarily limited to, agrology, forestry, biology, engineering, geomorphology, geology, hydrology, hydrogeology, or landscape architecture. This person must be registered with his or her appropriate professional organization in British Columbia, must act under that association's Code of Ethics, and must be subject to disciplinary action by that association. The professional who, through demonstrated suitable education, experience, accreditation, and knowledge relevant to the subject matter, may be reasonably relied on to provide advice within his or her area of expertise. To have experience with local ecosystems, plant biology and specifically restoration (specify if dryland or riparian).

# Okanagan Mountain Park- Trespass Site



0 20 40 80 120 160 Metres

BRITISH COLUMBIA Ministry of Environment

Map Created by: K. Baric  
Regional Planner  
July 2008

## Trewhitt, John ENV:EX

---


**From:** Gunoff, Erin M ENV:EX  
**Sent:** Friday, May 13, 2011 8:39 AM  
**To:** Safford, Kirk R ENV:EX; Trewhitt, John ENV:EX  
**Subject:** RE: Okanagan Mountain Park - Mission Hill Restoration

I'll fit it in when Kirk decides when it works for him best.

**Erin Gunoff**  
**BC Parks: Central Okanagan**

4607 - 23rd Street  
Vernon, BC V1T 4K7

Office: (250) 260-3030  
Cell: (250) 462-0857  
Fax: (250) 549-5488

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---

**From:** Safford, Kirk R ENV:EX  
**Sent:** Friday, May 13, 2011 8:33 AM  
**To:** Trewhitt, John ENV:EX; Gunoff, Erin M ENV:EX  
**Subject:** RE: Okanagan Mountain Park - Mission Hill Restoration

It may be worth having a visit first to get our thoughts together.  
I'm booked for that week. I'll have to get back to you on when I can work it in.

Kirk Safford, RPBio  
Conservation Specialist  
Ministry of Environment, Kootenay Okanagan Region  
250-490-8252

---

**From:** Trewhitt, John ENV:EX  
**Sent:** Friday, May 13, 2011 8:27 AM  
**To:** Safford, Kirk R ENV:EX; Gunoff, Erin M ENV:EX  
**Subject:** FW: Okanagan Mountain Park - Mission Hill Restoration

John is requesting an on site meeting to review and to sign off on Mission Hills obligations for restoration of Okanagan Mt Park under the Directors Order related to a boundary trespass on the south boundary.

Can you propose dates that work for you that week if possible and I'll get back to John.

JT

*Blake Dixon*

Parks & Protected Areas

Central Area Supervisor

Okanagan Region

Ph 250-490-8248

cell 250-462-0502



PROVINCE OF BRITISH COLUMBIA

*Park Act*

Order of the Director

TO: John Simes  
Chief Winemaker  
Mission Hill Family Estate  
1730 Mission Hill Rd Westbank  
B.C. Canada V4T 2E4

DATE: November 13<sup>th</sup> 2008

WHEREAS:

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- D. A portion of the vineyard owned and operated by Mission Hill Family Estate was recently determined to be located on lands within Okanagan Mountain Park.

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Province of British Columbia  
Park Act  
Order of the Director

1

- E. Particulars of the location of the vineyard relative to Mission Hill Family Estate property and the Park are set out in a survey plan in **Attachment A**; (Formatted: Font: Bold)

see attachment A survey plan from air photo

- F. As of the date of this order, the vineyard has not been moved or altered since the survey was done;

- G. The *Park Act* provides as follows:

**Sec. 13.** A person must not construct, install, erect or place any structure, improvement or work of any nature in a park or recreation area, except under the authority of a valid and subsisting park use permit or resource use permit.

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- (d) require any person in any park or recreation area to inform the director or officer of
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  - (ii) any fact or intention relating to the person's use of the park or recreation area, and
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3. If this order is not carried out or is only partially or imperfectly carried out, I may direct any person to carry out or complete the order, and the expense to the government of carrying out or completing the carrying out of the order will be a debt owing to the government by Mission Hill Family Estate, recoverable at the suit of the government in any court of competent jurisdiction

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Dated at Victoria, B.C., this 13<sup>th</sup> day of November, 2008.

Province of British Columbia  
Park Act  
Order of the Director

---

Brian Clark,  
Director, Regional Operations Branch  
Ministry of Environment

---

Province of British Columbia  
Park Act  
Order of the Director



## Popowich, Tracy CSNR:EX

---

**From:** Gunoff, Erin M ENV:EX  
**Sent:** Friday, May 13, 2011 8:39 AM  
**To:** Safford, Kirk R ENV:EX; Trewhitt, John ENV:EX  
**Subject:** RE: Okanagan Mountain Park - Mission Hill Restoration

I'll fit it in when Kirk decides when it works for him best.

**Erin Gunoff**

**BC Parks: Central Okanagan**

4607 - 23rd Street

Vernon, BC V1T 4K7

Office: (250) 260-3030

Cell: (250) 462-0857

Fax: (250) 549-5488

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---

**From:** Safford, Kirk R ENV:EX  
**Sent:** Friday, May 13, 2011 8:33 AM  
**To:** Trewhitt, John ENV:EX; Gunoff, Erin M ENV:EX  
**Subject:** RE: Okanagan Mountain Park - Mission Hill Restoration

It may be worth having a visit first to get our thoughts together.

I'm booked for that week. I'll have to get back to you on when I can work it in.

Kirk Safford, RPBio

Conservation Specialist

Ministry of Environment, Kootenay Okanagan Region

250-490-8252

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**From:** Trewhitt, John ENV:EX  
**Sent:** Friday, May 13, 2011 8:27 AM  
**To:** Safford, Kirk R ENV:EX; Gunoff, Erin M ENV:EX  
**Subject:** FW: Okanagan Mountain Park - Mission Hill Restoration

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Can you propose dates that work for you that week if possible and I'll get back to John.

JT

---

**From:** John Grods [<mailto:john@makonis.com>]  
**Sent:** Thursday, May 12, 2011 9:22 PM  
**To:** Trewhitt, John ENV:EX  
**Cc:** Safford, Kirk R ENV:EX  
**Subject:** Okanagan Park - Mission Hill Restoration

Hi John

What days work for you folks the week of May 23 for a visit?

--

\*\*\*\*\*

## Popowich, Tracy CSNR:EX

---

**From:** Gunoff, Erin M ENV:EX  
**Sent:** Tuesday, May 31, 2011 8:45 AM  
**To:** Trewhitt, John ENV:EX  
**Cc:** Safford, Kirk R ENV:EX  
**Subject:** RE: Okanagan Mt. Park - Mission Hill Restoration

Ok I know the spot. I would like to see the restoration work. Let me know when you come up with a meeting time/date.

**Erin Gunoff**

**BC Parks: Central Okanagan**

4607 - 23rd Street

Vernon, BC V1T 4K7

Office: (250) 260-3030

Cell: (250) 462-0857

Fax: (250) 549-5488

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---

**From:** Trewhitt, John ENV:EX  
**Sent:** Tuesday, May 31, 2011 8:43 AM  
**To:** Gunoff, Erin M ENV:EX  
**Subject:** RE: Okanagan Mt. Park - Mission Hill Restoration

Restoration for a trespass on the southern park boundary. Mission Hill, removed trespass and completed restoration under a Directors Order. Order required a restoration plan. I believe John Grods was hired to complete plan and restoration work. They want to have an inspection to determine if we are happy with end result and whether they have completed requirements of the order. Information should be on file here.

Jt

---

**From:** Gunoff, Erin M ENV:EX  
**Sent:** Tuesday, May 31, 2011 8:19 AM  
**To:** Trewhitt, John ENV:EX  
**Subject:** RE: Okanagan Mt. Park - Mission Hill Restoration

Sorry John, but do you have any background information (emails) on this project? I am unsure about what it pertains to.

**Erin Gunoff**

**BC Parks: Central Okanagan**

4607 - 23rd Street

Vernon, BC V1T 4K7

Office: (250) 260-3030

Cell: (250) 462-0857

Fax: (250) 549-5488

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---

**From:** Trewhitt, John ENV:EX  
**Sent:** Tuesday, May 31, 2011 7:54 AM  
**To:** 'John Grods'  
**Cc:** Safford, Kirk R ENV:EX; Gunoff, Erin M ENV:EX  
**Subject:** RE: Okanagan Mt. Park - Mission Hill Restoration  
Wed after 11:00 and any time Thursday look good for me.

## Popowich, Tracy CSNR:EX

---

**From:** Gunoff, Erin M ENV:EX  
**Sent:** Wednesday, June 1, 2011 4:34 PM  
**To:** Trewhitt, John ENV:EX  
**Cc:** Safford, Kirk R ENV:EX  
**Subject:** RE: Okanagan Mt. Park - Mission Hill Restoration

OK can do. See you at 10

**Erin Gunoff**  
**BC Parks: Central Okanagan**  
4607 - 23rd Street  
Vernon, BC V1T 4K7  
*Office: (250) 260-3030*  
*Cell: (250) 462-0857*  
*Fax: (250) 549-5488*

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---

**From:** Trewhitt, John ENV:EX  
**Sent:** Wednesday, June 1, 2011 1:53 PM  
**To:** Gunoff, Erin M ENV:EX  
**Cc:** Safford, Kirk R ENV:EX  
**Subject:** RE: Okanagan Mt. Park - Mission Hill Restoration

Will you be driving a gov. vehicle over? If you are it may make more sense if we jump in with you rather than sign out another vehicle here. How about we meet here at the office at say 10:00.

JT

---

**From:** Gunoff, Erin M ENV:EX  
**Sent:** Tuesday, May 31, 2011 3:00 PM  
**To:** Trewhitt, John ENV:EX  
**Subject:** RE: Okanagan Mt. Park - Mission Hill Restoration

Can I jump in your ride?

**Erin Gunoff**  
**BC Parks: Central Okanagan**  
4607 - 23rd Street  
Vernon, BC V1T 4K7  
*Office: (250) 260-3030*  
*Cell: (250) 462-0857*  
*Fax: (250) 549-5488*

 Please consider the environment before printing this email



---

**From:** Trewhitt, John ENV:EX  
**Sent:** Tuesday, May 31, 2011 2:59 PM  
**To:** Safford, Kirk R ENV:EX; 'John Grods'  
**Cc:** Gunoff, Erin M ENV:EX  
**Subject:** RE: Okanagan Mt. Park - Mission Hill Restoration

How about 10:30 Thursday at the ranch.

JT

---

**From:** Safford, Kirk R ENV:EX  
**Sent:** Tuesday, May 31, 2011 1:56 PM  
**To:** 'John Grods'; Trewhitt, John ENV:EX  
**Cc:** Gunoff, Erin M ENV:EX  
**Subject:** RE: Okanagan Mt. Park - Mission Hill Restoration

Thursday works for me. John, do you have a prescription we can look at prior to visiting the site?

Thanks

Kirk Safford, RPBio  
Conservation Specialist  
Ministry of Environment, Kootenay Okanagan Region  
250-490-8252

---

**From:** John Grods [<mailto:john@makonis.com>]  
**Sent:** Tuesday, May 31, 2011 10:14 AM  
**To:** Trewhitt, John ENV:EX  
**Cc:** Safford, Kirk R ENV:EX; Gunoff, Erin M ENV:EX  
**Subject:** Re: Okanagan Mt. Park - Mission Hill Restoration

thrusday is a perfect day if that works for all? Meet a 9:30am at your office? Or 10:30am at the ranch?

\*\*\*\*\*

**John Grods, R.P.Bio**  
Makonis Consulting Ltd

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On 31/05/2011 7:53 AM, Trewhitt, John ENV:EX wrote:  
Wed after 11:00 and any time Thursday look good for me.  
John Trewhitt

---

**From:** John Grods [<mailto:john@makonis.com>]  
**Sent:** Monday, May 30, 2011 5:04 PM  
**To:** Trewhitt, John ENV:EX  
**Cc:** John Grods; Safford, Kirk R ENV:EX  
**Subject:** Re: Okanagan Park - Mission Hill Restoration

How is this week John?

\*\*\*\*\*

**John Grods, R.P.Bio**  
Makonis Consulting Ltd

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## Popowich, Tracy CSNR:EX

---

**From:** Trehwitt, John ENV:EX  
**Sent:** Wednesday, June 1, 2011 2:35 PM  
**To:** Gunoff, Erin M ENV:EX; Safford, Kirk R ENV:EX  
**Subject:** FW: okangan mountain restoration report

FYI

---

**From:** Weston, Mark ENV:EX  
**Sent:** Wednesday, June 1, 2011 2:02 PM  
**To:** Trehwitt, John ENV:EX  
**Subject:** FW: okangan mountain restoration report

---

**From:** Dixon, Blake ENV:EX  
**Sent:** Tuesday, September 7, 2010 9:53 AM  
**To:** Weston, Mark ENV:EX  
**Subject:** okangan mountain restoration report



OK, I will  
be working on this...



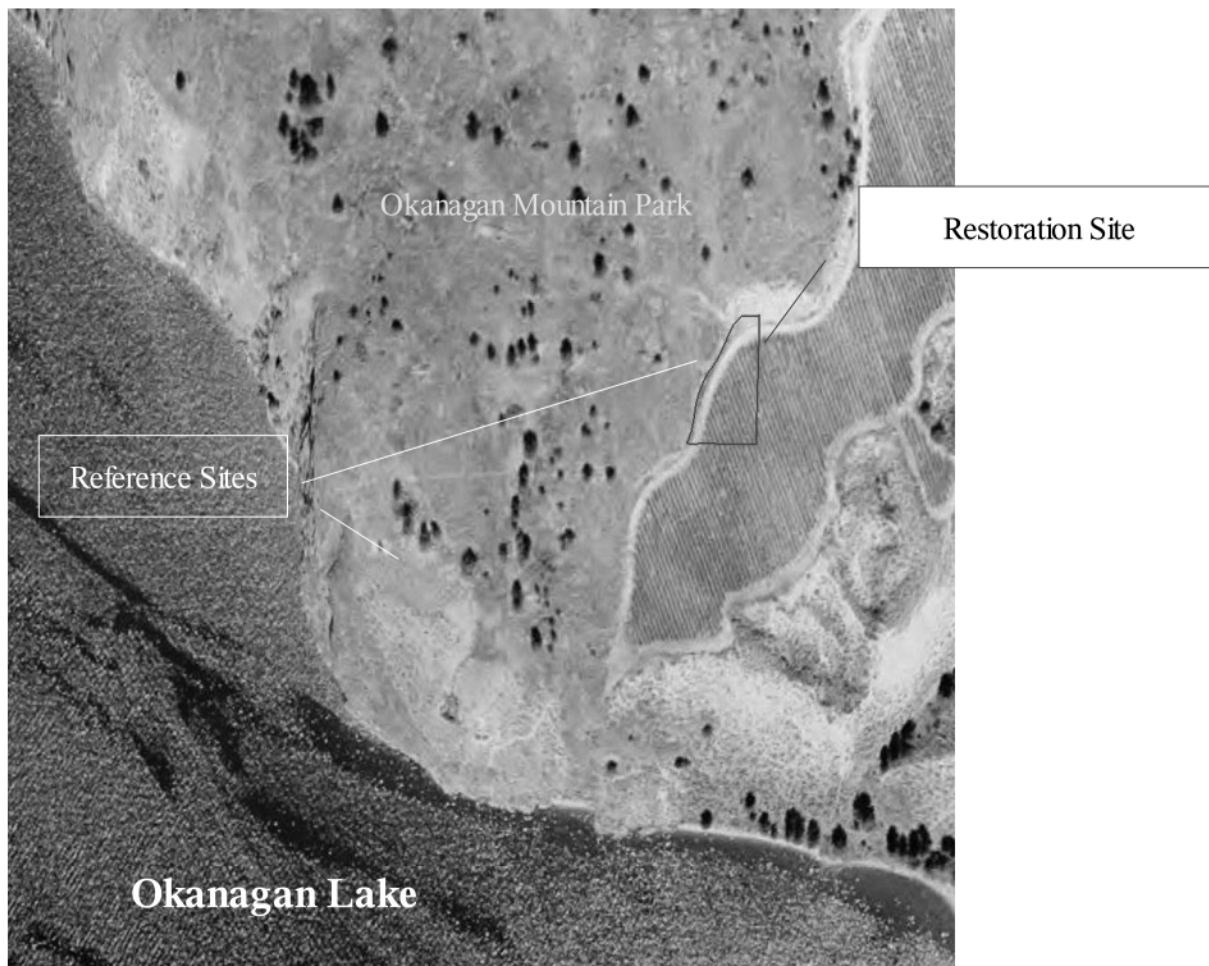
OK, I will  
be working on this...

*Blake Dixon*

Parks & Protected Areas  
Central Area Supervisor  
Okanagan Region

## Figures

**Figure 1.** Location of Okanagan Mountain Park restoration area, shown in red, Naramata, BC. A reference site was located on the Mission Hill Ranch to be used as a control.



# Okanagan Mountain Park- Trespass Site



0 20 40 80 120 160 Metres



s.22

s.22



































## Popowich, Tracy CSNR:EX

---

**From:** Trehwitt, John ENV:EX  
**Sent:** Thursday, July 14, 2011 11:56 AM  
**To:** Gunoff, Erin M ENV:EX; Safford, Kirk R ENV:EX  
**Subject:** FW: Okanagan Mt. Park - Mission Hill Restoration  
**Attachments:** Mission Ranch EM Final.pdf

FYI and Erin for file. Note I will draft a letter for Ranch in the next week or so for your review regarding meeting restoration requirements but requesting some ongoing monitoring and weed treatment until the area recovers sufficiently to become weed resilient.

Jt

---

**From:** John Grods [<mailto:john@makonis.com>]  
**Sent:** Thursday, July 14, 2011 11:44 AM  
**To:** Trehwitt, John ENV:EX  
**Subject:** Re: Okanagan Mt. Park - Mission Hill Restoration

sorry for the lengthy delay.

\*\*\*\*\*

**John Grods, R.P.Bio**  
Makonis Consulting Ltd

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On 13/06/2011 1:42 PM, Trehwitt, John ENV:EX wrote:

John, just wondered if there was any follow up invasive plant management work that occurred after the onsite meeting and if there was do you have any photos?

John Trehwitt

---

**From:** John Grods [<mailto:john@makonis.com>]  
**Sent:** Tuesday, May 31, 2011 10:14 AM  
**To:** Trehwitt, John ENV:EX  
**Cc:** Safford, Kirk R ENV:EX; Gunoff, Erin M ENV:EX  
**Subject:** Re: Okanagan Mt. Park - Mission Hill Restoration

thrusday is a perfect day if that works for all? Meet a 9:30am at your office? Or 10:30am at the ranch?

\*\*\*\*\*

**John Grods, R.P.Bio**  
Makonis Consulting Ltd

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On 31/05/2011 7:53 AM, Trewhitt, John ENV:EX wrote:  
Wed after 11:00 and any time Thursday look good for me.

John Trewhitt

---

**From:** John Grods [<mailto:john@makonis.com>]  
**Sent:** Monday, May 30, 2011 5:04 PM  
**To:** Trewhitt, John ENV:EX  
**Cc:** John Grods; Safford, Kirk R ENV:EX  
**Subject:** Re: Okanagan Park - Mission Hill Restoration

How is this week John?

\*\*\*\*\*

**John Grods, R.P.Bio**  
Makonis Consulting Ltd

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On 12/05/2011 9:21 PM, John Grods wrote:

Hi John

What days work for you folks the week of May 23 for a visit?

--

\*\*\*\*\*

**John Grods, R.P.Bio**  
Makonis Consulting Ltd

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and/or exempt from disclosure. No waiver whatsoever is intended by sending this e-mail which is intended only for the named recipient(s). Unauthorized use, dissemination or copying is prohibited. If you receive this email in error, please notify the sender and destroy all copies of this e-mail.”

July 14, 2011

**File: 81500-40/Okanagan Mountain Park**

Ministry of Environment  
Protected Areas Section  
Penticton, BC

Attention: Mr John Trehwitt, Protected Area Section Head

## **Mission Ranch Monitoring Report Final**

The fence along the Okanagan Park boundary was moved this late spring by Mission Hill. An access gate at this point was retained with a lock. During your site visit last month a Park's lock was daisy chained into the the sequence to allow Park staff access. (It was noted staff should contact Mission Hill manager before and follow through on their site safety policies)

Since your visit Mission Hill undertook one final hand weeding of the restoration area. I have attached photos for the site post weeding.

Please do not hesitate to call myself at your earliest convenience if you have any questions.

Respectfully,

John Grods, R.P.Bio  
MAKONIS CONSULTING LTD



Photo 1. Restoration area as of July 14, 2011 post final weeding two weeks prior.



**PROVINCE OF BRITISH COLUMBIA**

***Park Act***

**Order of the Director**

**TO: John Simes  
Chief Winemaker  
Mission Hill Family Estate  
1730 Mission Hill Rd Westbank  
B.C. Canada V4T 2E4**

**DATE: October 29<sup>th</sup> 2008**

**WHEREAS:**

- A.** Okanagan Mountain ("the Park") is a large provincial park on the east side of Okanagan Lake across from Peachland;
- B.** The Park is a Class A park under the *Park Act*;
- C.** Mission Hill Family Estate is the registered owner of the following-described parcel of land which borders on the Park:  
  
B.L. 18 plan 1190, D.L. 2711 ABD D.L. 86s S.D.Y.D.
- D.** A portion of the vineyard owned and operated by Mission Hill Family Estate was recently determined to be located on lands within Okanagan Mountain Park.

- E.** Particulars of the location of the vineyard relative to Mission Hill Family Estate property and the Park are set out in a survey plan in Attachment A;
- F.** As of the date of this order, the vineyard has not been moved or altered since the survey was done;
- G.** The *Park Act* provides as follows:

**Sec. 13.** A person must not construct, install, erect or place any structure, improvement or work of any nature in a park or recreation area, except under the authority of a valid and subsisting park use permit or resource use permit.

**Sec. 17.** A director or any park officer acting on the director's behalf may do one or more of the following:

- (a) enter on and inspect any land, road, structure or work in a park or recreation area;
- (b) order the repair, alteration, improvement, evacuation or removal of or addition to a structure or work in a park or recreation area;
- (c) order any person in any park or recreation area to cease or refrain from any action, omission or conduct that a director or park or recreation area officer, in his or her discretion, considers dangerous to life or property or detrimental to the public interest;
- (d) require any person in any park or recreation area to inform the director or officer of
  - (i) the person's name, address and occupation,
  - (ii) any fact or intention relating to the person's use of the park or recreation area, and
  - (iii) the person's conduct and activities in the park or recreation area

**Sec. 18.** If a lawful order of a director or a park officer under section 17 is not carried out or is only partially or imperfectly carried out,

- (a) a director may authorize any person to carry out or complete the carrying out of the order,
- (b) the expense to the government of carrying out or completing the carrying out of the order is a debt owing to the government by the person to whom the order was first given or directed, recoverable at the suit of the government in any court of competent jurisdiction, and
- (c) the certificate of a director is proof in the absence of evidence to the contrary of the indebtedness and the amount of the debt

- H.** No permit has been issued to Mission Hill Family Estate to construct any part of the vineyard or to place any improvements in the Park and no permit has been issued to Mission Hill Family Estate giving any right, title or interest in any structure, improvement or installation in the Park;

ACCORDINGLY, the director orders:

- 1.** Mission Hill Family Estate shall do the following:
  - (a) remove any and all buildings, structures, improvements, installations of the vineyard and works of any nature which was caused to be situated in the Park; and
  - (b) submit to the Ministry representative, Blake Dixon, Area Supervisor, for review by January 31, 2009 a Restoration Plan completed by a Qualified Professional as described in Attachment B.
  - (c) Make any changes to the Restoration Plan as requested by the Ministry representative by February 27, 2009.
  - (b) restore the area of the Park on which a vineyard was constructed or placed any buildings, structures, installations or works of any nature, to the condition (as nearly as is reasonable possible) the area was in before construction of the vineyard as per the approved Restoration Plan.
- 2.** Removal of all the vineyard, structures, installations and works, and completion of restoration activities shall be completed by July 31st, 2009.
- 3.** If this order is not carried out or is only partially or imperfectly carried out, I may direct any person to carry out or complete the order, and the expense to the government of carrying out or completing the carrying out of the order will be a debt owing to the government by Mission Hill Family Estate Winery, recoverable at the suit of the government in any court of competent jurisdiction

Dated at Victoria, B.C., this 29<sup>th</sup> day of October, 2008.

---

Director

---

Province of British Columbia  
Park Act  
Order of the Director



January 15, 2009

Ministry of Environment  
Protected Areas Section Penticton  
102 Industrial Place  
Penticton, BC V2A7C8  
Attn: Mr Blake Dixon, Parks Area Supervisor Central Okanagan

RE: Okanagan Mountain Park Restoration Plan, File 81500-40/Okanagan Mountain Park

## 1.0 BACKGROUND

Makonis Consulting Ltd (Makonis) was retained by Mission Hill Family Estates in December of 2008 to complete requirements pertaining to the Park Act, Order of the Director for removal and restoration of a portion vineyard in Okanagan Mountain Park.

The subject area of Okanagan Mountain Provincial Park is located in the Regional District of Okanagan Similkameen, British Columbia in the lower elevations of the Okanagan Valley. The subject area fronts Okanagan Lake and adjacent legal property description is B.L. 18 Plan 1190, D.L. 2711 ABD D.L. 86s S.D.Y.D. - 7680 North Naramata Road, Naramata, British Columbia and is currently zoned as AG1, see figure one.

Previous environmental inventories and assessments available for the adjacent property were reviewed as part of the inventory assessment<sup>1</sup>.

One such inventory undertaken by Ministry of Environment was a Terrestrial Ecosystem Mapping (TEM) inventory for south Okanagan which included this area in 1998, with updates in 2005<sup>2</sup>. In that inventory the subject area was mapped as CV, or cultivated vineyard overlain with silty glacial-lacustrine deposits.

Restoration site lay within the Okanagan Valley in the rain shadow of the Coast and Cascade Mountains, and contains some of the warmest and driest areas of the province and Canada. The Okanagan is characterized as a continental climate of long warm dry growing seasons, and cool winters with moderate snowfall<sup>3</sup>.

The area is located in the northern extent of the Okanagan very dry hot Bunchgrass biogeoclimatic subzone variant (BGxh1) occurring at lower elevations along the bottom of the Okanagan Valley<sup>4</sup>, in the larger Northern Okanagan Basin Ecoregion (NOB). Natural ecosystems found within the area are dominated by wide-spaced bluebunch wheatgrass-big sage or Antelope-brush grasslands with a well-developed dry cryptogam layer, also known as a "biological crust".

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<sup>1</sup>EBA Engineering Consultants Ltd. 2005. Wildlife and stream assessment with respect to proposed vineyards and building development at Naramata. Kelowna, British Columbia. file 8840158.006.

<sup>2</sup> Iverson, K. and A. Haney. 2006. An Updated Terrestrial Ecosystem Map (TEM) for the South Okanagan Valley (with Sensitive Ecosystems Inventory - SEI). Ministry of Environment, Penticton. 30pp.

<sup>3</sup> Lloyd, D, K. Angove, G. Hope and C. Thompson. 1990. A guide to site identification and interpretation for the Kamloops Forest Region. B.C. Min. of Forests, Victoria, B.C.

<sup>4</sup>Meidinger, D. and J. Pojar (compilers). 1991. Ecosystems of British Columbia. Special Report Ser. 6, Ministry of Forests, Victoria, BC.

## 2.0 RESTORATION GOALS

Ecological restoration is to improve vegetation and/or habitat from disturbed conditions towards historical conditions<sup>5,6</sup>. Often restoration does not meet expectations given complexities in ecological conditions of the site, anthropogenic influences (ie fire suppression), or other factors that would influence ecological processes. Planning for such uncertainties that impede restoration is necessary at every step but as well in setting targets to allow ecological systems to establish and proceed naturally. Predicting uncertainties is often difficult and restoration plans need to be flexible so desired goals of the restoration are met. Reference sites serve as controls to set and evaluate restoration goals, as well provide primers for uncertainties in the restoration plan.

Survey plans have delineated the restoration area, figure two, as seen in photograph 1 and 4.

### Reference Site One

During the site visit in January of 2009 the previous site assemblages prior to disturbance were unknown. The current restoration site has been an active vineyard for a minimum of five years given the size of vines seen on site, Photo 1.

Natural glacial lacustrine slope terraces in the vicinity can provide indications of habitat - ecosystems of what should be considered as prior condition, or reference site. One such area was located on Mission Hill Ranch property, approximately 120m further west of the disturbed site, Photo 2. Dominated by bluebunch wheatgrass (*Pseudoregneria spicata* ssp. *Spicata*). Minor inclusions of rough fescue (*Fescue campestris*) and Sandberg's bluegrass (*Poa secunda*) were observed, although given the timing of visit these numbers were difficult to determine. Aspect of reference site was southerly as is the restoration site with similar slopes of 2 - 4%. An additional visit in early spring is recommended before finalizing restoration plans.

### Reference Site Two

Photograph 3 illustrates the natural shallow soil ecosystems above the current fence line. Again this area can be used as a reference site for the restoration area above the current access road towards the fence line. Photograph 4 shows the ecosystem below the fence line and above the current access road.

There is disturbance in this restoration area between the fence and road which will need to be addressed separately from the vineyard. Native vegetation is well established in this area and is recovering from prior disturbances. Some expose soils were visible in this area, although the area was still predominantly shallow soil - rock outcrops. Survey plan, figure 2, has delineated the toe of this rock within the restoration area. Invasive weeds were seen throughout and from the site visitation would be considered moderate. However, snow cover and timing of visit are factors.

---

<sup>5</sup>Society for Ecological Restoration Science & Policy Working Group. 2002. *The SER Primer on Ecological Restoration*. [www.ser.org/](http://www.ser.org/).

<sup>6</sup>Biodiversity Branch, Ministry of Water Land Air Protection. 2003. *Ecological Guidelines for British Columbia*. Victoria BC. 84pp.

## Restoration Goals

Current restoration goals will be

1. to re-establish a bluebunch wheatgrass community on a glacial-lacustrine site (vineyard and access road); and
2. rehabilitate shallow soil ecosystem above the access road to fence line.

The ecosystem indicated in photos 2 and 3 will serve as a reference sites to measure our goals of restoration. Although caution should be noted here as the reference site is a state of reflecting one of many ecological ranges for site potential, also known as succession. Further sites can be identified in the spring in the area when conditions improve, ie snow cover.

The objectives to achieve our goal will be to remove the current disturbances (ie vineyard and soils), re-establish soil and vegetation conditions. Ongoing site maintenance and adaptive management is key to success. The following sections describe the sequence of the restoration plan.

## 3.0 RESTORATION PLAN

### Deconstruction

Timing for this stage is anticipated from March to April.

#### *Vineyard Area*

Established vineyards and structures (fence, posts, irrigation system) will be removed from the subject area.

In the sequence of removal, fencing will remain until final stages of restoration as a barrier to natural features of Okanagan Mountain Park from construction crews.

Natural areas of Okanagan Mountain Park are upslope from vineyard and erosion controls are not needed along current fence line. An erosion control line will be established along the eastern boundary line to prevent surface runoff from remaining vineyard once features have been removed. Allowances for the erosion control line should allow for construction on site to operate unimpeded.

Spoil piles will not be permitted to be left on restoration site. Vines, material and structures will be removed as they are handled. Spoil piles create opportunity for wildlife to utilize and should be avoided.

Existing soil 25 cm (10 inches, approximate) in depth will be removed from upper edge of existing access road downslope. This will account for removal of invasive seed sources or wanted rooted matter in restoration area. The area upslope of road will be delineated and staked in the field for removal, avoiding natural re-established native vegetation since encroachment by biologist. Stakes will remain in place throughout most of the restoration process for delineation of separate restoration applications.

Final steps in deconstruction will be to till the area, including the existing road to compensate for compaction that has occurred on site since.

## *Above Road*

Nothing at this stage is required above the road with the exception of protection described above.

## **Grading**

Timing for this stage is anticipated in April.

## *Vineyard*

Native vegetation remaining upslope will be protected in the short term by erosion control measures, ie silt fencing, however installation will be reversed, flap facing downslope. Protection will be removed once site grading has been completed.

Removed volume of soils from deconstruction will be replaced. A source of clay soils will need to be obtained from weed and free site. Soils should also contain portions of clay soils excavated near surface conditions. This is to inoculate restoration soils with appropriate soil organisms needed in natural soil processes. These soils should be added last. A greater volume of soil will be required to bring up the a portion of slope into existing bank exposed for access road cut. Care will be taken not to bury existing re-establish vegetation or toe of bedrock outcrops.

Clay soils will need to be watered and lightly packed with a rubber-tire backhoe or tractor. Care must be taken not to over compact soils.

Revised grading plan is approximate as final grading will be sensitive to existing exposed rock on site as illustrated in survey plan.

## **Landscaping**

Timing for this stage is anticipated in April - May.

## *Vineyard*

A native grass seed mix will be applied across the entire site with an application rate is to be 50kg per hectare. Thus a minimum of 17kg of seed mixture is required. The approved blend and composition is seen in table one. Site is then to be raked thoroughly and lightly packed by hand. Once seed has been raked and packed a light watering is suggested.

A hydromulch and tactile will be applied to provide nutrients for grass establishment as well seal exposed soils against weed establishment. Working on mulch afterwards will not affect grass establishment.

200 grass plugs or plants of bluebunch wheatgrass (100), rough fescue (50), and Idaho fescue (50) will be obtained and planted. When holes are dug the displaced soil will be put aside and removed without covering the applied mulch.

Utilizing the natural areas on Mission Hill Ranch of similar habitat, a "biological crust" will be obtained and transferred to restoration site. Biological soil crusts are formed by living organisms and their by-

products, creating a crust of soil particles bound together by organic materials and in grassland areas can comprise 70% of the ground's surface. Biological crusts are key to keeping weeds out of natural areas. This aspect of revegetation will assist the re-establishment of soil processes and necessary biotic components found in natural habitat like the reference site. The amount of "biological crust" is difficult to determine as it will depend on the availability and quality of "biological crust" in the area. It is unreasonable to obtain 70% surface area without impacting other sources significantly, however once in place these crusts can readily establish and spread. Transfer of soil crust should be 3-5cm in depth and supervised by QEP.

A temporary irrigation system will be placed in restoration area to assist in plant establishment. Care must be taken not to over water and spray into adjoining natural areas. Restoration area is to be kept from desiccating in the hot summers.

Table 1. Native Grass Mix for Okanagan.

Common Name	Scientific	Composition	
		% weight	% species
Bluebunch Wheatgrass	<i>Pseudoregneria spicatum</i>	40	16
Rough fescue	<i>Fescue campestris</i>	25	20
Idaho fescue	<i>Fescue idahoensis</i>	15	19
Perennial ryegrass	<i>Lolium perenne</i>	10	7
Sandberg's bluegrass	<i>Poa secunda</i>	5	13
Junegrass	<i>Koeleria macrantha</i>	5	25

## *Above Road*

Hand seeding of prescribed grass mixture will be required. The application rate will also be 50kg/hectare, however no raking is to be undertaken. Some "biological crust" was observed in this area and care should be taken not to cause further disturbance to this natural feature. Seeding can be done in conjunction with seeding in vineyard section. Prior to seeding a hand weeding application should be implemented. Weeds will be bagged and disposed.

## **Weed Control**

Weed control is an important component to a successful restoration. Removal of soils at deconstruction stage removes the weed seed sources currently onsite. It is expected some weeds will establish over the growing months and removal of these will be required. Two seasonal efforts at a minimum for weeding should be completed. Each year will involve two applications, one in late June and then again in late August.

## **Monitoring**

Monitoring of restoration during and post is critical for success. It is here during this monitoring process uncertainties that will impede restoration efforts or objectives for meeting goals can be adjusted to achieve success. No two ecosystems are alike and for that reason no restored ecosystem will be identical to reference site. Here the QEP will evaluate the restoration strategies, implementation and actual restored ecosystem trajectory for successful outcome.

## **4.0 CLOSURE**

This restoration plan will meet the requirements of the Ministry of Environment Park order and follows established restoration practises. Reference sites were located in close proximity to the restoration site to be used as controls in monitoring restoration plan objectives and goals. Several more sites should be picked up in the spring of 2009 to decrease the uncertainty in ecological variables often impeding restoration projects. Timing requirements and current site conditions are also factors associated with this restoration plan and should be readdressed when site conditions improve in the spring.

Please do not hesitate to contact myself at you earliest convenience if you have concerns or questions regarding this plan.

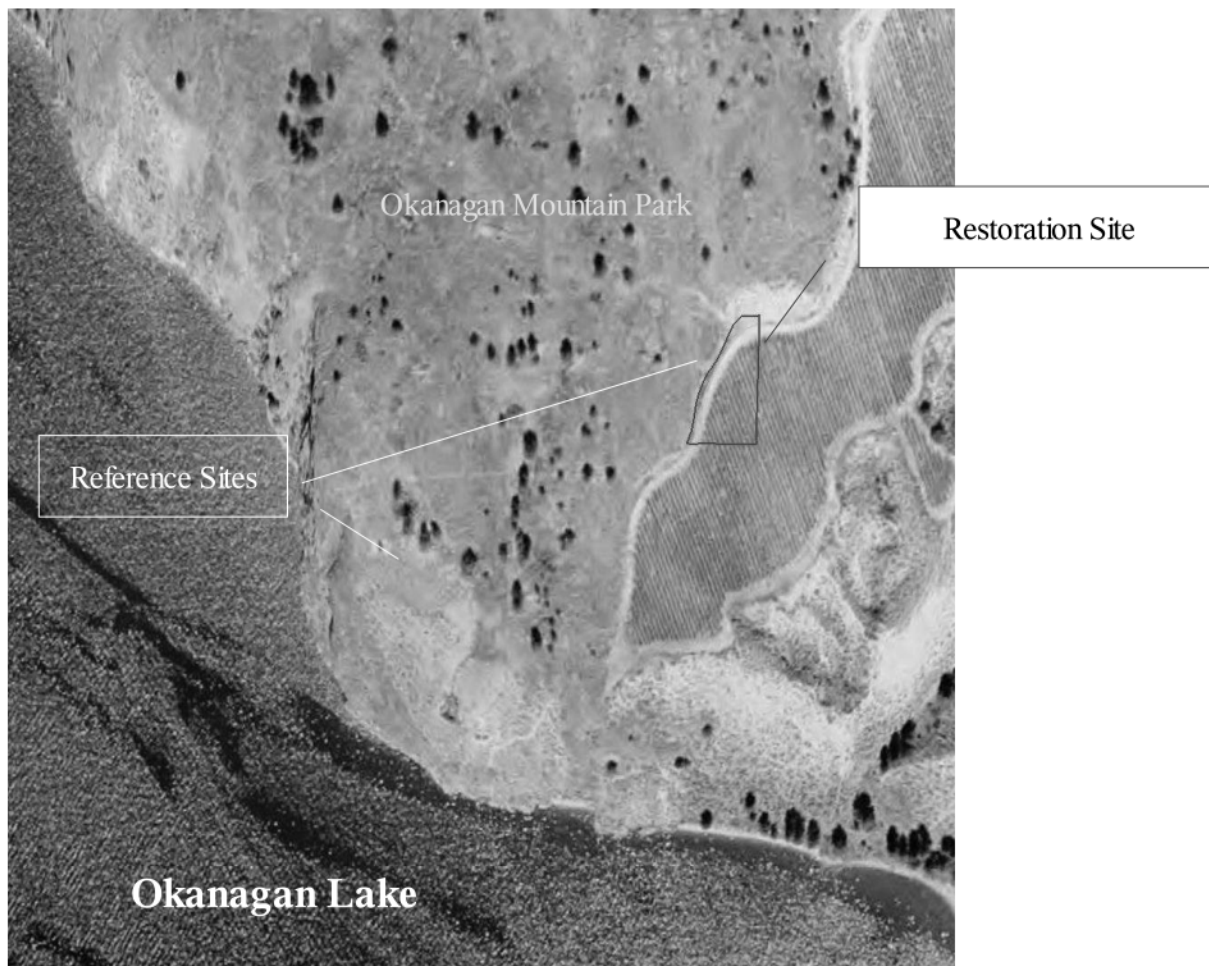
Respectfully Submitted,

John Grods R.P. Bio

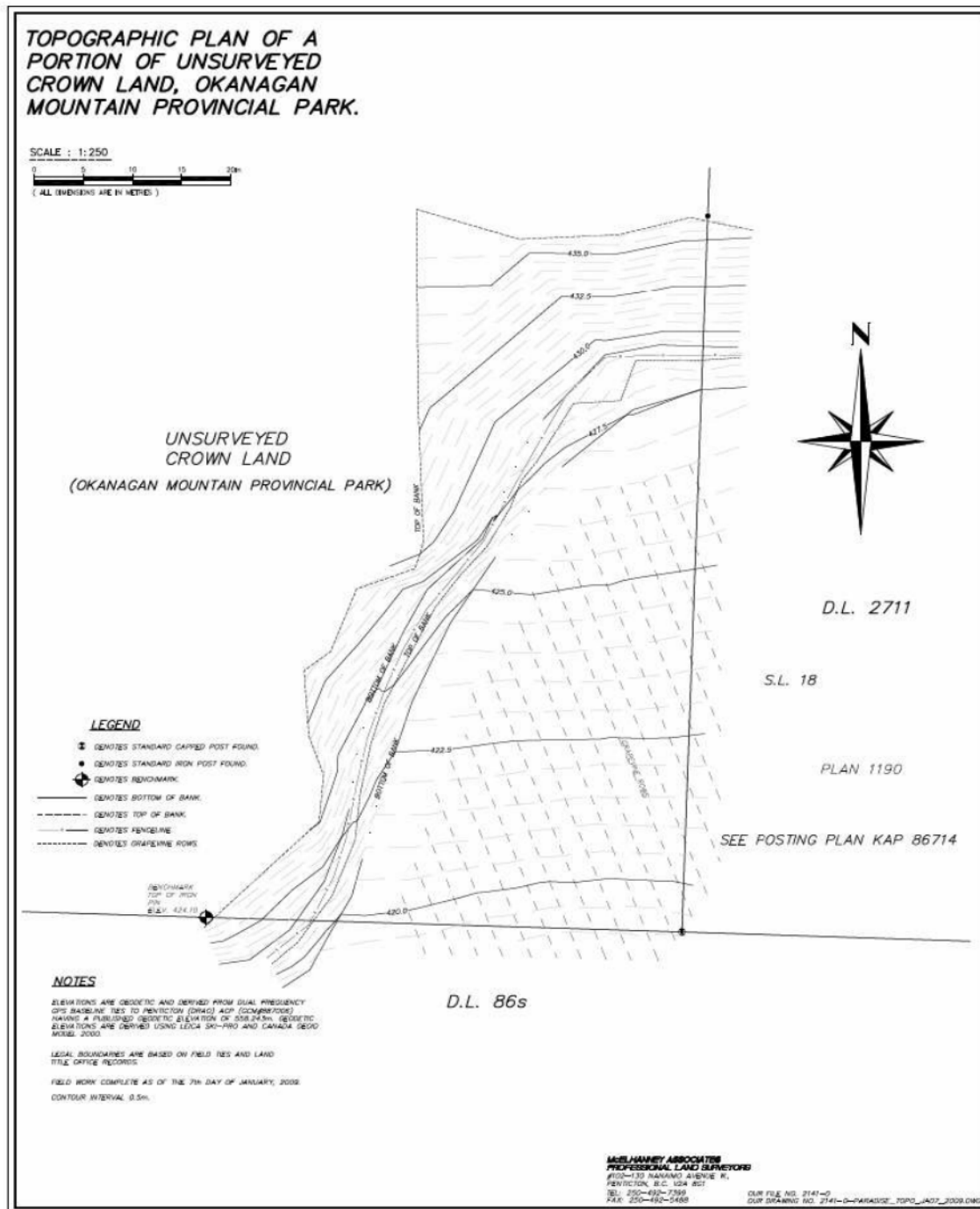
**MAKONIS CONSULTING LTD**

## Figures

**Figure 1.** Location of Okanagan Mountain Park restoration area, shown in red, Naramata, BC. A reference site was located on the Mission Hill Ranch to be used as a control.



**Figure 2.** Survey of Okanagan Mountain Park restoration site. Toe of shallow soils and rock outcrop are delineated by Bottom of bank.







**Photo 1.** Area of restoration site on Mission Hill Ranch in Naramata, BC. Red arrow is the south-east corner of restoration area.



**Photo 2.** Natural grassland on glacial-lacustrine slopes on Mission Hill Ranch approximately 100m south-west of the restoration site. The conditions seen are the expected natural conditions for the site prior to disturbance.



**Photo 3.** Shallow soil - rock outcrop ecosystem directly above the disturbed site outside fencing.



**Photo 4.** Shallow soil - rock outcrop ecosystem directly above the vineyard site inside fencing. Most of this area is naturally derived above the existing access road. No regrading or intensive work is expected here.

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July 18, 2011

File: 81500-40/Okanagan Mountain Park

Mission Hill Family Estate  
1730 Mission Hill Road  
Westbank, V4T 2E4

Attention: John Simes

Re: Order of the Director – Okanagan Mountain Park

This letter is a follow up to the Park Act Order that was given you November 13, 2008 regarding removal and restoration of an area of trespass within Okanagan Mountain Park.

The Order was as follows:

1. Mission Hill Family Estate shall do the following:
  - (a) remove any and all buildings, structures, improvements, installations of the vineyard and works of any nature which was caused to be situated in the Park; and
  - (b) submit to the Ministry representative, Blake Dixon, Area Supervisor, for review by January 31, 2009 a Restoration Plan completed by a Qualified Professional as described in Attachment B.
  - (c) make any changes to the Restoration Plan as requested by the Ministry representative by February 27, 2009.
  - (d) restore the area of the Park on which a vineyard was constructed or placed any buildings, structures, installations or works of any nature, to the condition (as nearly as is reasonable possible) the area was in before construction of the vineyard as per the approved Restoration Plan.
2. Removal of all the vineyard, structures, installations and works, and completion of restoration activities shall be completed by July 31st, 2009.
3. If this order is not carried out or is only partially or imperfectly carried out, I may direct any person to carry out or complete the order, and the expense to the government of carrying out or completing the carrying out of the order will be a debt owing to the government by Mission Hill Family Estate Winery, recoverable at the suit of the government in any court of competent

jurisdiction.

The Approved Restoration Plan dated January 15, 2009 was completed by Makonis Consulting Ltd.

Upon request by John Grods, Makonis Consulting Ltd., BC Parks representatives Erin Gunoff, Kirk Safford, and myself conducted a site visit on June 2, 2011 to review removal and restoration activities as directed by the Order. We were quite pleased with your activities to date including removal of the vineyard infrastructure, re-contouring disturbed areas, replanting the area with native species, and relocation of the fence structure. You have met to our Ministry's satisfaction part 1.a, 1.b, 1.c, 2, and 3 of the Order. At the time of inspection there was however a healthy population of invasive plant species growing over the restoration area. We received confirmation from John Grods on July 14, 2011 that there was additional weeding of invasive plants on the site after our site visit. As per the restoration plan, weed control is an important component to a successful restoration and a minimum of two seasonal efforts of weeding should be completed. Based on our site visit and observation of the potential for ongoing establishment of invasive plants within the restoration area we are requesting that you continue monitoring and conducting seasonal weeding activities of the site as required for at least two more seasons to ensure satisfactory recovery of the site. We are willing to review the need for this requirement to meet the full conditions of the Order on an annual basis based on monitoring results.

If you have any questions regarding this letter please contact me at 250-490-8249.

Sincerely,

John Trew hitt, Parks and Protected Areas Section Head

cc. Erin Gunoff, Central Okanagan Area Supervisor  
Kirk Safford, Conservation Specialist  
John Grods, Makonis Consulting Ltd.

## Popowich, Tracy CSNR:EX

---

**From:** John Grods <john@makonis.com>  
**Sent:** Tuesday, July 19, 2011 4:25 PM  
**To:** Trewhitt, John ENV:EX  
**Cc:** Gunoff, Erin M ENV:EX  
**Subject:** Re: Okanagan Mt. Park - Mission Hill Restoration

The letter is fine. I'll discuss it with s.22 after they have read and digested it.

\*\*\*\*\*

**John Grods, R.P.Bio**  
Makonis Consulting Ltd

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On 19/07/2011 8:26 AM, Trewhitt, John ENV:EX wrote:

Thanks John. This is the letter that has gone to John Simes with Mission Hill. Please let me know if you have any questions.

John Trewhitt

---

**From:** John Grods [<mailto:john@makonis.com>]  
**Sent:** Thursday, July 14, 2011 11:44 AM  
**To:** Trewhitt, John ENV:EX  
**Subject:** Re: Okanagan Mt. Park - Mission Hill Restoration

sorry for the lengthy delay.

\*\*\*\*\*

**John Grods, R.P.Bio**  
Makonis Consulting Ltd

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July 24, 2008

File #84200-40 Ok Mt Prov Park

DOUBLE REGISTERED LETTER

Mark Anthony Cellars Inc  
1730 Mission Hill Road  
Westbank BC  
V4T 2E4

Attention: Mr. John Simes, Wine Maker

Re: Trespass in Okanagan Mountain Provincial Park

BC Parks has received the results of the land survey indicating that the Paradise Ranch vineyard operation is trespassing within the boundary of Okanagan Mountain Provincial Park. We have attached the survey results for your information.

The legal description of the adjacent land on which the vineyard operations are taking place is District Lot 86S Similkameen Division Yale District. Parcel Identifier is 005-931-479. The registered owner of the land on which the vineyard operations are taking place is Mark Anthony Properties., Inc. No. C671059, 210-1750 West 75<sup>th</sup> Avenue, Vancouver, BC , 66P 6G2. It is our understanding that it is this same company that has trespassed in the Provincial Park.

We at BC Parks request a meeting with you, or your designated representative, to discuss the removal of the vineyard's infrastructure, the timing for infrastructure removal and rehabilitation of the trespass area. The infrastructure includes but is not limited to perimeter fencing and vine fencing, road, irrigation pipes, grape vines.

Please contact the author to arrange a meeting date and time.

Cell: s.17

Office: 250-490-8250 [Michael.Ladd@gov.bc.ca](mailto:Michael.Ladd@gov.bc.ca)

Yours truly

Mike Ladd  
Area Supervisor

Southern Interior Region

CC:

Mark Anthony Group Inc. 887 Great Northern Way, Van. BC, V5T 4T5

Attention: Mr. Victor Giacomini, Vice President of Finance

John Trewhitt, Section Head, Southern Interior, BC Parks

Drew Carmichael, Regional Manager, Southern Interior

ATTACHMENTS:

Sketch Plans and Photos Showing Encroachment of Improvements onto Okanagan  
Mountain Provincial Park Adjacent to SL 18, Plan 1190, DL 2711 and DL 86, SDYD