

NATURAL RESOURCE SECTOR – JOINT MINISTRY INFORMATION NOTE

Date: February 11, 2016

File: 280-20

CLIFF: NRS 220006/ENV 295133

PREPARED FOR: Honourable Steven Thomson, Minister of Forests, Lands & Natural Resource Operations and the Honourable Mary Polak, Minister of Environment

ISSUE: Public access onto Forslund/Watson conservation lands in Langley

BACKGROUND:

The approximately 6-hectare Forslund-Watson property was gifted to the Province in 1985 for conservation of wildlife and habitat. It has been managed as a Wildlife Area since 1985, first by MELP/WLAP/ENV and subsequently by FLNRO since 2011. The Langley Field Naturalists (LFN) have managed the site based on a joint management agreement since 2005, but have history with the site going back to 1979. The following is the only reference to public access in that agreement, which states: “...for the purpose of promoting, in designated areas, wildlife oriented recreational activities that do not have negative impacts on wildlife habitat or wildlife populations”.

From 1985 to 2008, there were no barriers to public access at the site; however, chainlink fencing and gates were erected in 2007. The fencing and gates were intended to prevent equestrians, people exercising their dogs, and mountain bikers from entering the Wildlife Area because these activities had become a chronic problem and were negatively impacting wildlife and wildlife habitat.

An individual living in close proximity to the Wildlife Area initiated an FOI and complaint in November 2015 as a result of being denied access to the property by the LFN approximately 3.5yrs ago. The complainant believes that their access shouldn't have been denied. An attempt was made to resolve the FOI and complaint via discussions with regional FLNRO staff, but this failed because the individual is still seeking unrestricted access to the site. The only document the complainant ended up requesting was the renewed management agreement between FLNRO and LFN which was provided.

The issue of public access was broached with the LFN in late November 2015 and a brief meeting with LFN representatives was held between FLNRO staff and LFN on December 4, 2015. Options on how to allow public access were discussed, but no decisions were made as the LFN requested FLNRO staff hold off on any actions until LFN discussed this issue with their executive and members at their next meeting on December 17, 2015.

FLNRO staff attended the December 17 meeting to again review access options. It was decided amongst the LFN, and agreeable to FLNRO, that LFN provide a schedule of guided educational tours for the upcoming year. These tours would be advertised in local newspapers in advance to notify the community. This controlled public access would then satisfy FLNRO and LFN and the joint management agreement with respect to public access. The LFN have developed a schedule of eight potential tours for the public, to be led by LFN members in 2016. These tours will be advertised in three local newspapers in the community events section.

DISCUSSION:

Regional FLNRO staff is satisfied that scheduled tours organized by LFN is the preferred option for managing public access to the site. The tours are scheduled around seasonal sensitivities such as bird nesting and as such would meet the criteria of promoting wildlife oriented recreational activities while avoiding negative impacts to wildlife, as stated within the joint management agreement.

The existing fence and gates should remain, as they protect the site against damage from mountain bikers, equestrians and dogs. No additional resources associated with trail upgrading, installation or modification of existing infrastructure are required.

The one and only request for access that we are aware of since 2007 has been by the individual who initiated that Nov 2015 FOI. There is a high probability however, that the individual who initiated the FOI/complaint will not be satisfied as they wish unrestricted access to the site at their leisure.

CONCLUSION:

FLNRO is satisfied that the public tours to be provided by the LFN are a reasonable measure to enable controlled public access to the site while protecting wildlife values. The LFN are supportive of this approach which is consistent with the management agreement for the site.

Attachments: Google image of Forslund Watson

Attachment #1: Map showing the location of the Forslund Watson property;

Attachment #2: Management agreement between MFLNRO and Langley Field Naturalists.

Contact:

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Reviewed by	Initials	Date
DM	WSB for WS	Feb 19/16
DMO	BC	Feb 18/16
ADM	JS	Feb 17/16
PRGM Dir./Mgr.	JA	Feb 15/16

Attachment #1 – Map showing the location of the Forslund Watson property in Langley.

Copyright



November 3, 2015

File: 39585-30/FWH-FOW A

FORSLUND/WATSON MANAGEMENT AGREEMENT

THIS AGREEMENT dated for reference November 3, 2015, and is

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA as represented by the Minister of Forests, Lands and Natural Resource Operations (the "Province")

AND:

Langley Field Naturalists; a society duly incorporated under the laws of the Province of British Columbia (No. 15354) and having an office at 17375 27A Avenue, Surrey, B.C. *203-9018-2081A, Langley BC VIM 218*
V3S OE9

BACKGROUND:

- A. The Province has, since November 13, 1985 and December 3, 1985, respectively, administered and managed certain lands known as the Forslund/Watson Wildlife Area (the Property), which are described and shown on map in Schedule A.

The Province acquired the property by way of a gift pursuant to an agreement between the Donors and the Province that the Province would use the Property solely for forest and wildlife management purposes and would not clear or otherwise alter the material state of the Property save and except in circumstances where the alteration is necessary in order to enhance the use of the Property by wildlife.

- B. The Province and the Langley Field Naturalists will collectively develop a management plan (the Plan) for the management of the Property for the purpose of maintaining and enhancing natural regeneration of wildlife habitat for the benefit of migratory birds and other wildlife, fish and plant species, and for the purpose of promoting, in designated areas, wildlife-oriented recreational activities that do not have negative impact on wildlife habitat or wildlife populations.
- C. The Province has selected the Langley Field Naturalists to manage, on a day to day basis, the Property in accordance with the Plan.

THE PARTIES AGREE AS FOLLOWS:

1. The Langley Field Naturalists must, using its specialized knowledge and experience, carry out the day to day management of the Property in accordance with the plan.
2. The Langley Field Naturalists must provide the province with plans for all works and improvements which the Langley Field Naturalists propose to make to the property including viewing blinds, observation platforms, observation areas, fencing, nest boxes and nesting platforms, tree and shrub planting and wildlife and habitat enhancements. The Langley Field Naturalists may proceed with any works on, or improvements to, the Property only after the Province has provided written approval of those works or improvements. The Province must not unreasonably withhold approval.
3. The Langley Field Naturalists must not levy any fees or other charges for admitting any person to the Property.
4. The Langley Field Naturalists must not alter the natural state of the Property without the prior written consent of the Province.
5. The Langley Field Naturalists must submit to the Province for approval on or before April 1st of each year, a detailed plan for the operation, management and funding of the Property for the next fiscal year.
6. The Langley Field Naturalists must ensure prominent recognition of the role and contribution of the Province, as managers of the Property, through any site signage and any public relations programs, education programs and other programs arising from or related to the management of the Property by the Langley Field Naturalists
7. The Langley Field Naturalists must not purport to mortgage, pledge, charge or otherwise encumber any part of the Property, nor grant leases, licenses or rights with respect to the Property to any person or body for any purposes.
8. The Langley Field Naturalists must pay all fees, charges and expenses levied or incurred in relation to the use by the Langley Field Naturalists of any public utilities in connection with its management of the Property.
9. This Agreement terminates on March 31, 2025. The parties may agree to extend this Agreement for a new term of ten years, by both signing an extension agreement.
10. The Langley Field Naturalists must indemnify and save harmless the Province from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by or attributable to the Langley Field Naturalists, its servants, agents, or contractors, carrying out its obligations under this Agreement or occupation of the Property.
11. The Langley Field Naturalists must obtain and maintain in force at its own expense during the term of the Agreement comprehensive general liability insurance in the amount of at least \$2,000,000 per occurrence in respect of injury or death to one or

more persons occurring upon the Property. The insurance must name the Langley Field Naturalists as a named insured and the Province as an additional insured. The Langley Field Naturalists must review annually the amount of the insurance to ensure that it is reasonable in all the circumstances. The Langley Field Naturalists must provide to the Province satisfactory proof of the above insurance coverage and, upon request of the Province, copies of all insurance policies. Such insurance will cover all persons using the site except equestrians who are to be excluded from using the site.

12. Either party may terminate this Agreement by giving the other party 90 days' notice in writing.
13. If the Langley Field Naturalists are to be dissolved or otherwise cease to exist, the Langley Field Naturalists must notify the Province within 90 days of that event occurring.
14. Upon termination of the Agreement, the Langley Field Naturalists may remove all of its equipment and materials situated on the Property for a period of 90 days following termination. The Province must grant the Langley Field Naturalists reasonable rights of access for this purpose. Any equipment and materials not removed by or on behalf of the Langley Field Naturalists during that period become the property of the Province. The Langley Field Naturalists is liable to the Province for any damage to any improvements, equipment and materials caused while vacating the Property, or at any time and for any other reason.
15. This Agreement must not be assigned.
16. Any demand or notice which may be given pursuant to this Agreement must be in writing and delivered, faxed or sent by postage prepaid mail and addressed to the parties as follows:

to the Province:

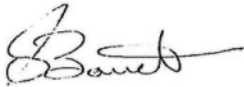
Ministry of Forests, Lands and Natural Resource Operations
Resource Management – South Coast Natural Resource Region
Suite 200, 10428 153rd Street
Surrey, BC V3R 1E1

to The Langley Field Naturalists:

The Langley Field Naturalists
17375 27A Avenue Surrey, BC V3S OE9

IN WITNESS WHEREOF the parties have executed this Agreement under seal by their duly and properly authorized officers.

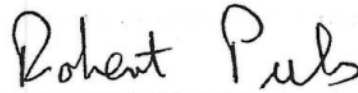
SIGNED on behalf of the Ministry of
Forests, Lands and Natural Resource
Operations



Scott Barrett, Director
Resource Management

Date: November 3, 2015

SIGNED on behalf of the Langley Field
Naturalists



Robert Puls, President

Date: November 5, 2015