



# PARK USE PERMIT

## COMMERCIAL LAND USE/OCCUPANCY

This Park Use Permit No. **PG9710015** (the "Permit") is issued under the authority of the *Park Act*

**Hamber Provincial Park**  
(the "Park")

**FROM:**

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister responsible for the *Park Act* (the "Province") at the following address:

Ministry of Environment  
Environmental Stewardship, Omineca Region  
4051 – 18<sup>th</sup> Avenue  
Prince George BC V2N 1B3

**TO:**

**Fortress Lake Lodge Inc.**

(the "Permittee") at the following address  
PO Box 1829  
Golden BC V0A 1H0

COPY

### THE PROVINCE AND THE PERMITTEE AGREE AS FOLLOWS:

#### ARTICLE I - GRANT OF PERMIT

- 1.01 The Province, on the terms and conditions of this Permit, grants to the Permittee permission to enter upon and use that part of the Park (the "Permit Area") described, and for the purposes described, in the Management Plan Schedule.

#### ARTICLE II - DURATION

- 2.01 The duration of this Permit is for a term of **ten (10) years**, commencing on **January 1, 2006** (the "Commencement Date") and ending on **December 31, 2015** (the "Expiration Date"), unless cancelled, terminated or renewed in accordance with the terms and conditions of this Permit.

#### ARTICLE III - FINANCIAL

- 3.01 The Permittee must pay to the Province:
- (a) a fee (the "Permit Fee") of **\$2,086.50** (GST included if applicable) prior to the Commencement Date and on each anniversary of the Commencement Date during the term of this Permit; and
  - (b) the "Rent" as defined in, and at the times required by, the Financial Schedule.
- 3.02 The Province may, by notice to the Permittee not less than 30 days prior to each anniversary of the Commencement Date, increase the Permit Fee to an amount solely determined by the Province at its discretion, and the Permittee must pay the increased amount in accordance with section 3.01 (a).
- 3.03 The Permittee must pay interest to the Province on money payable by the Permittee and owing to the Province under this Permit, at the rate of interest prescribed by the *Financial Administration Act* in respect of money owing to the Province, which interest will be calculated from the date that the money becomes payable to the Province.
- 3.04 The Permittee must pay, and ensure that its clients pay, all other applicable fees for the use of facilities and land in the Park as required under the *Park Act* and regulations made under it.

#### ARTICLE IV - INDEMNITY AND INSURANCE

- 4.01 The Permittee will indemnify and save harmless the Province, its servants, employees and agents against all losses, claims, damages, actions, costs and expenses that the Province, its servants, employees and agents may sustain, incur, suffer or be put to at any time arising, directly or indirectly, from any act or omission of the Permittee, its employees, agents, contractors and licensees under this Permit, except for any liability arising from any independent, negligent act of the Province.
- 4.02 The Permittee will, during the term of this Permit, maintain and pay for, with insurers licensed in British Columbia, Commercial General Liability Insurance in an amount not less than \$2,000,000 inclusive per occurrence against personal injury, property damage and liability assumed under contract. The Province is to be added as an additional insured under this policy and the policy must include a cross liability clause.
- 4.03 The Permittee will maintain and pay for, with insurers licensed in British Columbia, in addition to the insurance required in section 4.02, the insurance(s) as described in the Management Plan Schedule. The Province is to be added as an additional insured under these policies and these policies must include a cross liability clause.
- 4.04 All insurance required to be maintained by the Permittee under this Permit must be primary and not require any insurer of the Province to share or contribute to any loss.
- 4.05 Prior to the Commencement Date, the Permittee will provide the Province with a "Province of British Columbia Certificate of Insurance" that has been completed by the Permittee's insurer in respect of all insurance required to be maintained by the Permittee under this Permit. When requested by the Province, the Permittee must provide to the Province a certified copy of the insurance policy required to be maintained by the Permittee under this Permit.
- 4.06 All policies of insurance required to be maintained by the Permittee under this Permit must be endorsed with a requirement that the Province be provided 30 days' prior written notice of cancellation of or a material change to the policy.
- 4.07 The Permittee waives all rights of recourse against the Province with regard to damage to the property of the Permittee.
- 4.08 The Province may, by notice to the Permittee, require the Permittee to change the form, amount, deductible or other term of an insurance policy required to be maintained by the Permittee under this Permit, and the Permittee must change the insurance policy accordingly and deliver evidence of that change to the Province.



## ARTICLE V - TRANSFER

- 5.01 The Permittee must not assign, transfer, sublicense or grant any of the rights or privileges granted by this Permit without the prior written consent of, and on the terms and conditions determined by, the Province.
- 5.02 If the Permittee is a corporation then a change in the control (as that term is defined in subsection 1(4) of the *Company Act*) of the Permittee without the prior written consent of the Province is deemed to be a breach of section 5.01.

## ARTICLE VI - COVENANTS OF THE PERMITTEE

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

(iv) restore the Permit Area to the satisfaction of the Province; to the extent necessary, this covenant will survive the expiration, cancellation or termination of this Permit; and

- (s) comply with all provisions of the schedules to this Permit.

## ARTICLE VII - RIGHTS OF THE PROVINCE

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

## ARTICLE VIII - NOTICE

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

## ARTICLE IX - RENEWAL

- 9.01 Not later than 30 days prior to the Expiration Date, the Permittee may, by notice in writing delivered to the Province, apply to the Province for a renewal of this Permit.
- 9.02 Provided that the Permittee is not in default under this Permit and subject to the *Park Act*, the Province may renew this Permit upon the terms and conditions determined by the Province.
- 9.03 The Permittee acknowledges that nothing in this Permit obligates the Province to renew this Permit and the Province's decision in that respect is entirely within its discretion.

## ARTICLE X - FINANCIAL GUARANTEE

- 10.01 The Permittee, in accordance with the Financial Guarantee Schedule, will deliver to the Province security for the performance by the Permittee of its obligations under this Permit. (See attached Schedule).

## ARTICLE XI - MISCELLANEOUS

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



## ARTICLE XII - CANCELLATION

### 12.01 In the event that

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

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

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

## ARTICLE XIII - INTERPRETATION

- 13.01 In this Permit, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine, a corporation and body politic.
- 13.02 The captions and headings contained in the Permit are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions of this Permit.
- 13.03 In this Permit, a reference to an enactment of the Province of British Columbia or of Canada includes a reference to any subsequent enactment of like effect, and unless the context otherwise requires, all statutes referred to in this Permit are enactments of the Province of British Columbia.
- 13.04 If any part of this Permit is found to be illegal or unenforceable, that part will be considered separate and severable and the remaining parts will be enforceable to the fullest extent permitted by law.
- 13.05 If all or part of the Permit Area is in a recreation area established or continued under the *Park Act*, this Permit is deemed to be a resource use permit as that term is defined in the *Park Act*.
- 13.06 All schedules to this Permit form an integral part of this Permit.

IN WITNESS WHEREOF the parties have duly executed this Permit.

**SIGNED and DELIVERED** on behalf of the  
**Province** by a duly authorized representative of the  
Province.

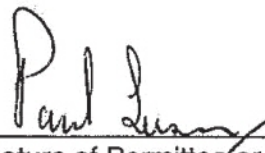


\_\_\_\_\_  
Duly Authorized Representative

July 21, 2005

\_\_\_\_\_  
Date

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



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

July 15, 2005

\_\_\_\_\_  
Date



# MANAGEMENT PLAN SCHEDULE

## **PERMIT AREA DESCRIPTION**

The Permit Area is comprised of Fortress Lake and the area within one (1) kilometre of Fortress Lake in Hamber Provincial Park; except for purposes a), b) and c), specified below, of the Management Plan Schedule which may only take place in the area marked 'A' on the attached map and purpose e) which can be conducted within the entire Chisel Creek drainage and other areas as may be requested from time to time by the operator and pre-approved by BC Parks.

## **PURPOSE**

To provide commercial outdoor recreation opportunities in Hamber Provincial Park using the Permit Area described in the Permit Area Description (above) and for the following purposes only, namely:

- a) to provide overnight accommodation;
- b) to provide meals and beverages;
- c) to rent or sell equipment or supplies appropriate for Park use, but only with the prior written approval of the Province;
- d) to provide angling guiding on Fortress Lake and the Wood River;
- e) to provide recreational guiding on or in the vicinity of Fortress Lake;
- f) to provide float plane and helicopter/rotary wing transportation to and from Fortress Lake.

## **SPECIAL PROVISIONS**

### **Snowmobile Access**

The Permittee is authorized to use a snowmobile during the winter months to transport firewood from the Fortress Creek burn to the main Chisel Creek base camp. Snowmobile may also be used to haul/skid lake ice blocks to the Chisel Creek camp from the nearest suitable location on Fortress Lake.

### **Fuel Storage**

Fuel may be stored at the Chisel Creek camp only and will be restricted to a maximum of 10 - 45 gallon barrels. Empty barrels will be removed from the Park as soon as possible after they become empty. The Permittee shall take reasonable steps to prevent spillage or leakage by using only fuel barrels in excellent condition and stored in an upright manner, a minimum of twenty (20) metres from the lakeshore. A suitable and appropriate spill containment kit will be provided and maintained on site.

### **Explosives Restricted**

The Permittee shall not use, nor permit to be brought into the Park, any explosives or hazardous flammable materials except as authorized by the Regional Manager.



### **Rescue Equipment and Training**

All guides shall carry the equipment, and be trained in the skills, to undertake all rescue operations that may be required.

### **Hazard Awareness - Employees/Clients**

The Permittee shall ensure that all employees and clients are aware of the natural hazards they will encounter.

### **Hazard Awareness - Guides/Leaders**

The Permittee and all guides and leaders shall make themselves aware of unsafe conditions or known natural hazards along routes authorized for use under this Permit.

### **Emergency Plan**

The Permittee shall submit an emergency plan as outlined below to the Province at least thirty (30) days prior to annual camp start-up in year one of this Permit and will be revised/updated annually as required.

The emergency plan submitted in conjunction with this Permit shall include but not be limited to the following information:

1. Client orientation procedures;
2. Client preparedness;
3. Briefing/orientation for hikers (bear awareness, bear sprays);
4. Emergency equipment on board boats;
5. Emergency equipment at main camp;
6. Plan/process for missing/overdue boaters or hikers.

### **Initial Search and Rescue**

The Permittee shall be responsible for the initial search and rescue of people engaged in activities permitted under this Permit.

### **Waste Removal**

All garbage, debris and effluent resulting from the granting of this Permit shall be removed from the Park by the Permittee to the satisfaction of the Regional Manager.

### **Toilet Facility Requirements**

Adequate toilet facilities, as approved by the Regional Manager, shall be provided and maintained by the Permittee. No toilet shall be located nearer than forty-five (45) metres from the high waterline of any pond, lake, stream or river.

### **Maintenance for Intended Purpose**

The Permittee shall maintain all authorized improvements on the Permit Area in an adequate state of repair for the purpose for which they are intended.



### **Approval to Modify Improvements - Regional Manager Approval**

The Permittee shall not alter or modify existing structures or improvements in any way except as approved by the Regional Manager. All alterations or modifications to existing structures or improvements shall conform to plans and specifications as approved by the Regional Manager and any deviation therefrom must have the prior approval of the Regional Manager.

### **Rehabilitation Plan Required**

The Permittee, in the event of termination or cancellation of such use as aforesaid, shall at his own expense, submit a rehabilitation plan to the Regional Manager for approval detailing proposed methods for restoration of the Permit Area to its natural state within a period of one (1) year from the date of termination or cancellation of this Permit.

### **Removal of Improvements**

Upon termination or cancellation of this Permit, the Permittee shall have one (1) year to remove or dispose of improvements from the Permit Area and restore the area as specified by the Province. Upon expiry of this period of time, remaining improvements shall become the property of the Province.

### **List of Employees**

The Permittee shall submit a list of all employees, stating qualifications of each, to the Regional Manager within thirty (30) days prior to commencement of the authorized activity.

### **Record Keeping**

The Permittee shall collect and record the following statistics on forms supplied by the Province:

- a) Daily guest count on Form PB68 (Backcountry Visitor Use Count), this will include all camp guests and all hiker/air access use to all sites on Fortress Lake.
- b) Size, species and dates for all fish caught and killed or released (Angling Report).
- c) Number of fishermen and hours fished each day (Angler Report).
- d) Record of private and commercial float plane and helicopter landings, locations, aircraft types, dates, call sign, number of passengers, length of visit, area visited. This will be done on a daily basis as can be reasonably accommodated in the Permittee's schedule on BC Parks' Commercial Air Charter Log.
- e) Permittee shall submit a) and d) above within five (5) days on the end of each month the camp is operational and b) and c) to be submitted within sixty (60) days of camp closure at the end of each season.

### **Joint Annual Inspection**

The Permittee shall, with BC Parks, conduct a joint annual inspection of the Permit Area. Fixed or rotary wing aircraft transportation from Mount Robson/Valemount to Fortress Lake and return shall be at the Permittee's expense and will be limited to one (1) trip per operating season. Times for Permit Area inspection shall be mutually acceptable.



### **Approval of Merchandise**

All merchandise sold by the Permittee within the Permit Area shall be approved by the Province prior to sale.

### **Publications Approval**

All publications of an advertising or marketing nature shall be submitted to the Regional Manager for approval prior to publication.

### **Operation Notices**

The Permittee shall contact the Regional Manager prior to the commencement and termination of seasonal operations.

### **No Consumptive Use**

There shall be no consumptive use of plants or animals by the Permittee, its employees or its clients.

### **Limitation of Trips**

The Province reserves the right to limit the number of trips per season if the guiding is causing environmental damage or recreational conflicts.

### **Storage of Hazardous Materials**

The Permittee shall store bulk hazardous petroleum products and other toxic substances in accordance with the provisions of the Environmental Management Act.

### **Vegetation Damage, Destruction, Removal**

The Permittee shall not, at any time damage, destroy or remove any plant or plant material, except as may be authorized in this Permit for campfire purposes.

### **Firewood Use**

Dead fallen trees may be used for firewood with the approval of the Regional Manager.

### **Notice of Closure or Restriction**

- a) In the event of the total closure or restrictions of angling within the Permit Area on a permanent or long-term basis by Fisheries Branch or BC Parks Department, the Permittee shall be given, whenever possible, at least one (1) year's notice.
- b) In the event of an emergency closure or restrictions, the notice shall be immediate.



### **Minimum Staffing Levels**

The Permittee shall have a sufficient number of staff on hand during the hours of operation to maintain an adequate level of public service satisfactory to the Province and be responsible for hiring its own staff and making its own arrangements for transportation and accommodation.

### **Responsibility for Employees and Clients**

The Permittee shall be responsible for the acts and conduct of his employees, agents and clients while within the Park and any violation of the provisions of this agreement, the Park Act or Park and Recreation Area Regulations by an employee, agent or client of the Permittee shall be deemed to be a violation by the Permittee.

### **Employee Familiarity with History**

All employees of the Permittee shall be familiar with the local history of the Park to the extent necessary to respond to questions posed by the Park visitors.

### **Determination of Group Size**

Group size shall be determined by the Regional Manager after consultation with the Permittee.

### **Specified Equipment Prohibited**

The Permittee shall not permit juke boxes, pinball or slot machines, video games or similar games, machines or equipment to be located or installed on the Permit Area.

### **Flooding Liability**

The Province shall not be liable for any damages to the access road caused by flooding.

### **No Exclusive Rights**

This Permit does not grant or imply exclusive rights or privileges to the Permittee.

### **No Future Rights**

The execution of this Permit does not guarantee any rights in future years.

### **Wildlife**

The Permittee shall not at anytime hunt, harass or capture any wildlife, or damage or disturb any habitat, except where permitted and authorized by the Park Act and the Wildlife Act.



## **Bookings**

The Permittee shall inform the Regional Manager prior to booking flights, within the Permit Area, for:

- i. organized groups or commercially guided parties;
- ii. parties attempting to climb any mountain;
- iii. skiing parties;
- iv. parties planning an overnight camp in undesignated areas;
- v. commercial photos or film making.

## **Angling Guide Licence**

The Permittee must obtain and maintain a valid Angling Guide Licence issued under the provisions of the Wildlife Act, otherwise this Permit is invalid.

## **Annual Operating Plan**

An annual operating plan will be required by April 1<sup>st</sup> of each year during the term of this Permit for the operations authorized in this Permit. The specific requirements are:

- a) The maximum number of persons per day the Permittee plans to accommodate on an overnight basis, air transport to the Permit area and provide meals.
- b) The number and types of structures proposed to accommodate camp guests.
- c) Meal arrangements and pricing for camp guests.
- d) Pricing structure for overnight visitors.
- e) The number and qualifications of the guides and the guidelines the Permittee has in place for the provision of guiding services.
- f) A description of the boats, motors and associated equipment in use or proposed for use.
- g) A list of consumables available to guests and clients.
- h) Winter season plans.

## **Natural/Cultural Products/Objects**

The Permittee shall not at any time damage, destroy or remove any natural or cultural product or object, except fish and wildlife lawfully taken.

## **Recreational Facility Maintenance**

During the term of this Park Use Permit, the Permittee shall undertake the following recreational maintenance. This service shall be provided a minimum of once per week during the period June 1<sup>st</sup> to September 30<sup>th</sup> during the term of this Permit. Maintenance shall be provided to the sites on Fortress Lake known as East End, The Burn, Fortress Lake and Washout Creek (air access only) and will include all connecting trails:

- All debris and garbage to be removed from the park;
- Clean, paint, stain, make repairs and supply toilet paper to all pit toilets as required;
- Ensure all bear poles are in good repair, functional and safe;
- Supply firewood to all sites to a maximum of two (2) cords per season;
- Maintain all safety and directional signs;
- Document all user statistics (submit at month-end);



- Ensure all trails from the BC/Alberta boundary to the west end of the north-side trail are cleared of all windfall and encroaching bush;
- Report any unsafe condition to BC Parks.

### **Environmental Awareness**

The Permittee shall use biodegradable (Green) products wherever and whenever possible.

### **Illegal Practices Reporting**

The Permittee shall make reasonable efforts to "Observe, Record and Report" and illegal practices or behaviour.

### **Fee Schedule**

Per *Park and Recreation Area Regulation*, Schedule K  
7% GST included in all fees quoted

**Commercial use/activity, non-motorized, Part 4, Item 2(a)**  
Greater of \$267.50 or \$1.07 per client day

**Guide Outfitters and angling guide licensed pursuant to the *Wildlife Act*, Part 4, Item 10(a)**  
Greater of \$267.50 or \$1.07 per client day

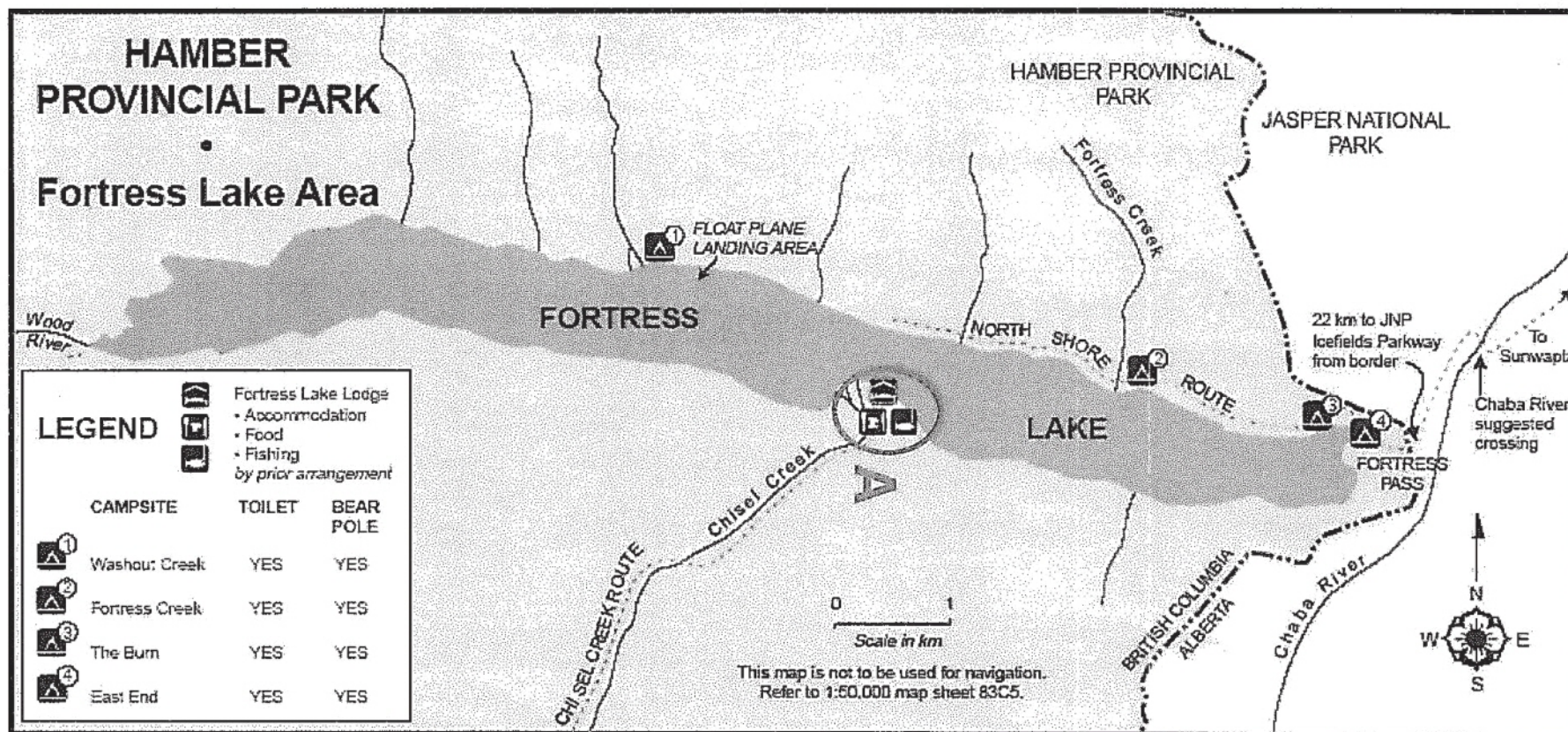
**The exclusive use of a structure or structures with a defined adjacent area, Part 4, Item 10(b)(ii)**  
Greater of \$535.00, or \$1.07 per client day plus \$267.50 for one (1) hectare plus \$749.00 for 14 structures.

**Minimum annual permit fee ..... \$2,086.50**



# FINANCIAL GUARANTEE SCHEDULE

- 1.1 On or before the Commencement Date, the Permittee will deliver to the Province security (the "Financial Guarantee") in a form satisfactory to the Province in the amount of **\$3,000 (three thousand)**.
- 1.2 The Province may claim or draw down the Financial Guarantee to pay
  - (a) the Permit Fee and any other money payable by the Permittee to the Province under this Permit; and
  - (b) all costs incurred or expenses assumed by the Province as a result of the Permittee's failure to fulfil any of its obligations under this Permit.
- 1.3 The Province, acting reasonably, may from time to time by notice in writing to the Permittee require the Permittee to increase the amount of the Financial Guarantee to an amount that the Province considers is needed to satisfy the Permittee's obligations under this Permit, and the Permittee will, within 30 days of receiving the notice, deliver to the Province proof that the amount of the Financial Guarantee has been increased accordingly.
- 1.4 If at any time the Financial Guarantee is claimed or drawn down by the Province, the Permittee will immediately deliver to the Province proof that the Financial Guarantee has been replenished by the Permittee to the amount required by this schedule.
- 1.5 At such time as the Province certifies in writing that the obligations of the Permittee under this Permit have been fulfilled to the satisfaction of the Province, the Province will return to the Permittee the Financial Guarantee, less any amounts claimed or drawn down by the Province under section 1.





## Site Function Checklist

Date: \_Sept 20/2010\_\_\_\_\_

Park: \_\_\_\_\_Hamber\_\_\_\_\_

Permit File #: \_\_ **PG9710015** \_\_\_\_\_

Permittee: \_\_ Fortress Lake Lodge

Site Name: \_ Chisel Creek Camp\_\_

Representative: \_\_ Tay Hanson\_\_\_\_\_

<i><b>Item</b></i>	<i><b>Good</b></i>	<i><b>Fair</b></i>	<i><b>Poor</b></i>	<i><b>Safety</b></i>	<i><b>Comments</b></i>
Cleanliness	x				
Garbage		x			There are still a few piles of garbage-left over from previous operators. These are being flown out whenever possible.
Food Storage	x				In kitchen yurt and pantry.
Cooking Area	x				Designated kitchen yurt.
Grey Water	x				2 Grey water pits within the camp footprint.
Fire Pit	x				Beach.
Privies	x				2 outdoor flush toilets. Off season pit toilets.
New Structures	x				New yurts (kitchen, bath house, dining room) and outbuildings.
Hazard Trees		x			
Propane System	x				Installed sun tracking solar system to reduce propane dependence.
Fuel Storage	x				
Fire Safety of Buildings		x			
Changes to Site Footprint	X				Positive
Damage to Park Property	X				No concerns



## Site Function Checklist


Permit Recommendations:

---

---

---

Representative: \_\_\_\_\_

Permittee: \_\_\_\_\_

Area Supervisor : \_\_\_\_Jeff Volp\_\_\_\_

Dated: \_\_\_\_November 10/2010




Glossary Site Function Checklist:

Cleanliness	General cleanliness of camp or site
Garbage	Bagged and stored for transport?
Food Storage	Not accessible to or an attractant to wild animals?
Cooking Area	Is the cooking area clean and tidy?
Grey water	How is it disposed of?
Fire pit	Not for burning food waste or garbage.
Feed Storage	Not an attractant to wild life.
Privies	Limed, relocated when filled to within 30 cm of ground surface. Location does not contaminate water source. 100 m. from water source.
Corrals	Kept neat, rails replaced when needed. Limited access of stock to water.
Drift Fences	In good condition?
New Structures	Any new structures?
Hazard Trees	Are stressed trees leaning toward cabins, tents or public areas?
Propane System	Is the propane system safe?
Dangerous Goods	Are gasoline, oil and other chemicals stored safely?
Fire Safety of Buildings	Are stoves, chimneys and roof jacks in good condition?
Changes to Site Footprint	Are there any changes to site? New trees limbed? New areas cleared?
Damage to Park Property	

## Site Function Checklist

Condition of Range	Does the grazing area appear to be evenly grazed? Over grazed? Any bare patches?
# of stock in Permit Area	
# of stock at site	
Noxious Weeds	Identify and note location.
Salt Block Location:	
in Secondary Graze Area	Permit specifies salt blocks must be located in secondary grazing areas.
Away from riparian areas or water	
off the Ground	
put away when not in use	
Grazing Development	Have any changes been made to grazing areas?
Trails	Are trails cut out? Limbed? Stumps flush cut? Safe? General condition?
Wildlife Conflicts	Report all potential conflicts. Correct problems that may result in wildlife conflicts.
Firearm Safety	Are firearms stored safely?
Recommendations	Are there conditions which should be changed or attached to the PUP?



 <b>BRITISH COLUMBIA</b> The Best Place on Earth	<b>Ministry of Environment</b>	<b>BC Parks and Protected Areas ANNUAL VISITOR REPORT</b>
---	--------------------------------	---


 Park: Hamber Permit No.: 102926

 Permittee: Fortress Lake Lodge Inc %A Fortress Lake Retreat

 This report covers the Period June 1, 2012 to July 2, 2012

DATE IN	DATE OUT	# OF DAYS	TYPE OF RECREATION e.g. Horseback, canoes, hiking	DESTINATION	# OF CLIENTS	# OF GUIDES	TOTAL CLIENT DAYS
June 1	June 4	4	Fishing	Fortress Lake	4	2	16
June 4	June 8	5	"	"	2	2	16
June 8	June 11	4	"	"	5	2	20
June 11	June 15	5	"	"	4	2	20
June 13	June 15	3	"	"	6	2	18
June 15	June 18	4	"	"	6	2	24
June 22	June 26	5	"	"	4	2	20
June 22	June 24	3	"	"	2	2	6
June 26	June 29	4	"	"	6	2	24
June 26	July 2	7	"	"	2	2	14
June 29	July 2	4	"	"	1	2	4

TOTAL = 176

 <b>BRITISH COLUMBIA</b> The Best Place on Earth	Ministry of Environment	<b>BC Parks and Protected Areas</b> <b>ANNUAL VISITOR REPORT</b>
---	----------------------------	---

 Park: Hamber Permit No.: 102926

 Permittee: Fortress Lake Lodge Inc o/a Fortress Lake Retreat

 This report covers the Period July 13, 2012 to Aug 27, 2012

DATE IN	DATE OUT	# OF DAYS	TYPE OF RECREATION e.g. Horseback, canoe, hiking	DESTINATION	# OF CLIENTS	# OF GUIDES	TOTAL CLIENT DAYS
July 13	July 15	3	Fishing	Fortress Lake	2	1	6
July 14	July 17	4	"	"	2	1	8
July 30	Aug 3	3	"	"	3	1	9
July 31	Aug 4	5	Hiking	"	2	1	10
Aug 1	Aug 3	3	Fishing	"	2	1	6
Aug 3	Aug 6	4	"	"	2	1	8
Aug 6	Aug 10	5	"	"	4	1	20
Aug 10	Aug 12	3	"	"	7	2	21
Aug 13	Aug 17	5	"	"	6	2	30
Aug 17	Aug 20	4	"	"	2	1	8
Aug 20	Aug 24	5	"	"	3	1	15
Aug 24	Aug 27	4	"	"	7	2	28

 Total = 169







Ministry of  
Environment

## BC Parks ANNUAL VISITOR REPORT

Park: Hamber Permit No.: 102926

Permittee: Fortress Lake Lodge Inc. O/A Fortress Lake Retreat

This report covers the Period June 1, 2013 to July 1, 2013

DATE IN	DATE OUT	# OF DAYS	TYPE OF RECREATION e.g. Horseback, canoe, hiking	DESTINATION	# OF CLIENTS	# OF GUIDES	TOTAL CLIENT DAYS
June 1	June 3	3	Fishing	Fortress Lake	4	2	12
June 3	June 7	5	Fishing	"	4	2	20
June 10	June 14	5	Fishing	"	2	1	10
June 11	June 14	4	Fishing	"	2	1	8
June 14	June 17	4	Fishing	"	4	2	16
June 17	June 21	5	Fishing	"	3	2	15
June 21	June 24	4	Fishing	"	8	2	32
June 22	June 24	3	Fishing	"	2	2	6
June 24	June 28	5	Fishing	"	2	2	10
June 24	June 26	3	Fishing	"	1	2	3
June 26	June 28	3	Fishing	"	8	2	24
June 29	July 1	3	Fishing	"	3	1	9

165





Ministry of  
Environment

## BC Parks ANNUAL VISITOR REPORT

Park: Hamber Permit No.: 102926

Permittee: Fortress Lake Lodge Inc O/A Fortress Lake Retreat

This report covers the Period June 29, 2013 to August 30, 2013

DATE IN	DATE OUT	# OF DAYS	TYPE OF RECREATION e.g. Horseback, canoe, hiking	DESTINATION	# OF CLIENTS	# OF GUIDES	TOTAL CLIENT DAYS
June 29	July 2	4	Fishing	Fortress Lake	2	1	8
July 16	July 19	4	Fishing	"	4	1	16
July 19	July 21	3	Fishing	"	4	1	16
July 26	July 29	4	Fishing	"	5	2	20
July 29	Aug 2	5	Fishing	"	3	1	15
Aug 2	Aug 5	4	Fishing	"	7	2	28
Aug 9	Aug 12	4	Fishing	"	2	1	8
Aug 12	Aug 16	5	Fishing	"	2	1	10
Aug 13	Aug 16	4	Hiking	"	1	1	4
Aug 23	Aug 26	4	Fishing	"	6	2	24
Aug 23	Aug 27	5	Fishing	"	2	2	10
Aug 26	Aug 30	5	Fishing	"	3	2	15

174



Ministry of  
Environment

## BC Parks ANNUAL VISITOR REPORT

Park: Hamber Permit No.: 102926

Permittee: Fortress Lake Lodge Inc. O/A Fortress Lake Retreat

This report covers the Period August 27, 2013 to Sept 23, 2013

DATE IN	DATE OUT	# OF DAYS	TYPE OF RECREATION e.g. Horseback, canoe, hiking	DESTINATION	# OF CLIENTS	# OF GUIDES	TOTAL CLIENT DAYS
Aug 27	Aug 30	4	Fishing	Fortress Lake	2	1	8
Aug 30	Sept 2	4	Fishing	"	2	1	8
Sept 2	Sept 6	5	Fishing	"	4	1	20
Sept 13	Sept 15	3	Fishing	"	3	2	9
Sept 13	Sept 16	4	Fishing/Hiking	"	4	2	16
Sept 15	Sept 19	5	Fishing	"	2	2	10
Sept 16	Sept 20	5	Fishing	"	2	2	10
Sept 16	Sept 19	4	Fishing	"	2	2	8
Sept 16	Sept 23	8	Fishing	"	3	2	24
Sept 20	Sept 23	4	Fishing	"	2	2	8

121





Ministry of  
Environment

## BC Parks and Protected Areas ANNUAL VISITOR REPORT

Park: Hamber Permit No.: 102926

Permittee: Fortress Lake Lodge Inc O/A Fortress Lake Retreat

This report covers the Period June 1, 2014 to July 1, 2014

DATE IN	DATE OUT	# OF DAYS	TYPE OF RECREATION e.g. Horseback, canoe, hiking	DESTINATION	# OF CLIENTS	# OF GUIDES	TOTAL CLIENT DAYS
June 12	June 15	4	Fishing	Fortress Lake	4	2	16
June 13	June 16	4	Fishing	"	3	2	12
June 13	June 20	8	Fishing	"	1	1	8
June 16	June 20	5	Fishing	"	2	1	10
June 20	June 23	4	Fishing	"	9	2	36
June 23	June 27	5	Fishing	"	2	1	10
June 27	June 30	4	Fishing	"	1	1	4
June 29	July 1	3	Fishing	"	6	2	18

142

BC Parks and Protected Areas  
ANNUAL VISITOR REPORT

Park: Hamber Permit No.: 102926

Permittee: Fortress Lake Lodge Inc 9/A Fortress Lake Retreat

This report covers the Period July 28, 2014 to Sept 1, 2014

DATE IN	DATE OUT	# OF DAYS	TYPE OF RECREATION e.g. Horseback, canoe, hiking	DESTINATION	# OF CLIENTS	# OF GUIDES	TOTAL CLIENT DAYS
July 28	Aug 1	5	Fishing	Fortress Lake	4	1	20
Aug 4	Aug 7	4	Fishing	"	4	1	16
Aug 15	Aug 18	4	Fishing	"	3	1	12
Aug 16	Aug 18	3	Fishing	"	2	1	6
Aug 18	Aug 22	5	Fishing	"	11	2	55
Aug 22	Aug 25	4	Fishing	"	2	1	8
Aug 25	Aug 29	5	Fishing	"	6	2	30
Aug 29	Sept 1	4	Fishing	"	6	2	24
Aug 30	Sept 1	3	Fishing	"	2	1	6

177



BC Parks and Protected Areas  
ANNUAL VISITOR REPORT

Park: Hamber Permit No.: 102926

Permittee: Fortress Lake Lodge Inc O/A Fortress Lake Retreat

This report covers the Period Sept 1, 2014 to Sept 15, 2014

DATE IN	DATE OUT	# OF DAYS	TYPE OF RECREATION e.g. Horseback, canoe, hiking	DESTINATION	# OF CLIENTS	# OF GUIDES	TOTAL CLIENT DAYS
Sept 1	Sept 5	5	Fishing	Fortress Lake	2	1	10
Sept 3	Sept 6	4	Fishing	"	2	1	8
Sept 5	Sept 8	4	Fishing	"	3	2	12
Sept 6	Sept 8	3	Fishing	"	2	2	6
Sept 12	Sept 15	4	Fishing	"	3	1	12

48



Ministry of  
Environment

BC Parks  
ANNUAL VISITOR REPORT

Permittee: FORTRESS LAKE RETREAT

Park: HAMBER

Permit No.: 102926

This report covers the Period of: June 5<sup>th</sup> - August 28<sup>th</sup>

DATE IN	DATE OUT	# OF DAYS	TYPE OF RECREATION e.g. Horseback, canoe, hiking	DESTINATION	# OF CLIENTS	# OF GUIDES
05/06/15	08/06/15	4	Fishing	Fortress lake	3	1
08/06/15	15/06/15	7	"	"	1	1
12/06/15	15/06/15	4	"	"	2	1
"	"	"	"	"	"	"
03/07/15	06/07/15	4	"	"	1	1
06/07/15	07/07/15	2	"	"	1	1
27/07/15	31/07/15	5	"	"	3	1
31/07/15	03/08/15	4	"	"	2	1
10/08/15	13/08/15	4	"	"	2	1
12/08/15	14/08/15	3	Site inspection B.C. Parks	"	2	—
21/08/15	24/08/15	4	Fishing	"	5	1
24/08/15	28/08/15	5	"	"	6	1





Ministry of  
Environment

BC Parks  
ANNUAL VISITOR REPORT

Permittee: FORTRESS LAKE RETREAT

Park: HAMBER

Permit No.: 102926

This report covers the Period of: August 28<sup>th</sup> — September 11<sup>th</sup>

DATE IN	DATE OUT	# OF DAYS	TYPE OF RECREATION e.g. Horseback, canoe, hiking	DESTINATION	# OF CLIENTS	# OF GUIDES
28/08/15	30/08/15	3	Fishing	Fortress lake	2	1
31/08/15	01/09/15	5	"	"	6	1
7/09/15	11/09/15	5	"	"	5	1



Ministry of  
Environment

## Commercial Recreation Park Use Permit Application

All applications must include completed application form, map, attachments (as indicated below) and non-refundable application fee (plus applicable taxes). Please make payment by VISA/MasterCard/American Express or by cheque, made payable to the Minister of Finance.

INFORMATION REGARDING APPLYING FOR A PARK USE PERMIT AVAILABLE AT:  
<http://www.frontcounterbc.ca/index.html>

### Application Type:

- ☐ New  
☒ Renewal (Authorization #) 102926 Are you requesting changes to your authorization? ☐ Yes ☒ No  
☐ Amendment (Authorization #) \_\_\_\_\_

If you are requesting changes to your authorization, please clearly indicate the changes under **Part 2: List of Proposed Changes**.

Requested Period of Use (inclusive): From: 01/01/2016 To: 12/31/2025  
mm/dd/yy mm/dd/yy

### PART 1. NAME(S) AND MAILING ADDRESS

#### Applicant Name:

#### FULL LEGAL NAME (ENTITY):

FORTRESS LAKE LODGE INC.

Contact Name(s): KEVIN SMITH Age: 19 or over ☒ Yes ☐ No

☒ BC Incorporation # BC6294376 ☐ BC Registration # \_\_\_\_\_ ☐ Society Act # \_\_\_\_\_

- ☐ Individual(s) ☒ Company ☐ Registered Society or Association  
☐ Federal Government ☐ Provincial Government ☐ Municipal Government/Regional District  
☐ First Nation/Indian Band ☐ University, College or Museum ☐ Private School or Public School (K-12)

#### Legal Mailing Address:

C/O FULTON & CO. LLP  
300-350 LANSDOWNE ST.

City/Town: KAMLOOPS

Province: BC Postal code: V2C 1Y1

#### Contact Information:

Daytime Phone: 403-605-5549

Cell: 403-605-5549

Fax: \_\_\_\_\_

Email Address: info@fortresslake.com  
kevin.smith46@gmail.com

#### Billing Address (if different from legal mailing add.):

s.22

#### Contact Information:

Daytime Phone: \_\_\_\_\_

Cell: \_\_\_\_\_

Fax: \_\_\_\_\_

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

Preferred method of contact: ☐ Phone ☒ Cell Phone ☐ Regular mail ☒ Email



Do you hold a Crown Land Tenure: ☐ Yes ☐ No

If yes, provide file number(s):

Have you previously held a Park Use Permit or Resource Use Permit: ☒ Yes ☐ No

If yes, provide file number(s):

RP# 102926

## PART 2: PURPOSE, LOCATION, AREA

Name of Park(s):

HAMBER

### Purpose (Summary of Proposed Activity)

Please check all that apply:

☒ Accommodation

☐ Floating lodge

☐ Cabins

☒ Yurts/wall tents

☐ Resort/lodge

☐ Biking and cycling

☐ Camping

☐ Canoeing

☐ Caving

☐ Climbing and mountaineering

☐ Concessions

☐ Education and training

Topic/area: \_\_\_\_\_

☒ Guided angling

☐ Big game guide outfitting

☐ Transporting (under Wildlife Act)

☐ Heritage centre/interpretive centre

☒ Hiking

☒ Day use

☐ Overnight backpacking

☐ Horseback riding

☒ Kayaking

☐ Orienteering

☐ Paragliding

☐ Rafting

☐ Scuba diving

☐ Skiing

☐ Cross country/nordic

☐ Downhill

☐ Back country

☐ Mechanized skiing

☐ Cat skiing

☐ Heli-skiing

☐ Other: \_\_\_\_\_

☐ Rentals

Type: \_\_\_\_\_

☐ Snowshoeing

☐ Special event

Details: \_\_\_\_\_

☐ Wildlife viewing and nature discovery

☐ Transport

☐ Air transport

☐ Boat transport

☐ Boat tours

☐ Bus tours

☐ Snowmobile tours

☐ Heli fishing

☐ Heli hiking

☐ Other (please describe): \_\_\_\_\_

### Location of Proposed Activities:

1) Is the activity proposed for any frontcountry\* areas?

☐ Yes ☒ No

\*\*\*"Frontcountry" means an area within one kilometre of either side of the centreline of a park road or a highway.

2) Are the activities selected above the same for all parks listed on the application?

☒ Yes ☐ No

\*\*\*If 'No', please indicate which park(s) each activity is proposed for (if not enough space, please provide an attachment):

### List of Proposed Changes (Renewal and/or Amendment Application Types):



### PART 3: APPLICATION CERTIFICATION

All applications must be complete. Incomplete applications will not be processed until information is submitted. All of the following must be attached to or enclosed with this application form:

- **completed application form, including attached management plan;**
- **map(s) to standards detailed in application requirements;**
- **attachments as indicated below; and**
- **non-refundable application fee (plus applicable taxes).**

Upon submission of a complete application and application fee, allow 140 days to evaluate proposals. Applications requiring additional steps, or supplying insufficient information may delay evaluation. BC Parks reserves the right to deny any application. The information you provide will be subject to the *Freedom of Information and Protection of Privacy Act*. The submission of this form does not in any manner convey any rights to use or occupy land within a park, protected area, recreation area or conservancy.

- Businesses must either be licensed to do business in British Columbia, or if licensed/incorporated outside of British Columbia (considered to be 'extra-provincial companies') must be in compliance with section 375 of the *Business Corporations Act* to operate in British Columbia.
- Extraprovincial societies must be registered under the *Society Act* in British Columbia in order to hold a park use permit or resource use permit. An extraprovincial society is a society or association formed outside British Columbia, and includes a branch of that society or association.

#### Additional costs and requirements:

Upon evaluation of the proposal it may be determined that additional costs and requirements must be provided prior to issuance of the permit, such as financial guarantees, or survey and inspection costs (as per Section 21 of the *Park Act*).

Commercial General Liability (CGL) insurance in the amount of \$2 million per occurrence is always required as a minimum for all commercial operators in parks, protected areas, conservancies and recreation areas. Applications will be assessed to determine whether additional types of insurance, such as aviation liability or marine liability, will also be required. Insurers must be licensed to do business in British Columbia or Canada.

Additional information on insurance is available at:

[http://www.env.gov.bc.ca/pasb/applications/process/park\\_use.html#insurance](http://www.env.gov.bc.ca/pasb/applications/process/park_use.html#insurance)

**THE APPLICANT HEREBY CERTIFIES THAT ALL THE INFORMATION PROVIDED IN THIS APPLICATION IS TRUE AND CORRECT.**

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

Date: SEPT. 1, 2015

**Interest will be charge on all overdue accounts, the interest rate charged is 3% + the prime lending rate of the principal banker to the Province as established each 3 month quarter starting Oct 1st.**

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

Ministry of Forests, Lands,  
and Natural Resource Operations  
FrontCounter BC

**For additional information** on how or where to submit your application, please call the FrontCounter BC Contact Centre or visit the website to determine an office nearest you:

Call FrontCounter BC toll free at: **1-877-855-3222**

FrontCounter BC Website: <http://www.frontcounterbc.ca/locations/index.html>

**PLEASE RETAIN A COPY OF THIS APPLICATION FOR YOUR RECORDS**

## Site Function Checklist

Date: August 14, 2015

Park: Hamber

Permit File #: **PG9710015**

Permittee: Fortress Lake Retreat

Site Name: Chisel Creek Camp

Representative: Craig Browne

\*See below site plan to reference locations

\*See attached photos

<i>Item</i>	<i>Good</i>	<i>Fair</i>	<i>Poor</i>	<i>Safety</i>	<i>Comments</i>
Cleanliness		<b>X</b>			Old Winter storage area no longer used – shelter falling apart – includes old snowmobile, trailer, old materials
					Old metal frame structure observed in pieces west of wood area
					Old stove observed beside “Fortress” Cabin (outside)
					Broken glass and garbage observed around boat house
					Old stove pipes, materials stashed under cabins
					Garbage/ old equipment beside saw cabin – laundry machine, flattened canoe, hot H2O tanks, fuel drum, bath tub, tin, and old stove pipes
					Materials beside tool cabin – plastic 45 gallon drums, old marine rope, old stove, piping from old gravity fed water system
Operational Garbage	<b>X</b>				Stored indoors and flown out ASAP recycling materials sorted on site and flown out ASAP
Food Storage	<b>X</b>				Located within Kitchen Yurt and systems house
Cooking Area		<b>X</b>			Kitchen Yurt, 2 propane BBQ's outside
Grey/Black Water		<b>X</b>			2 grey water pits, 1 for bath house, 1 for Kitchen both 4' X 5'



## Site Function Checklist

					1 black water pit for flush toilets (5' X 6')
					Toilet paper and female products put into garbage and either burned or flown out
Fire Pit / Burn area	X				One fire ring located on beach
					Burn area very large – plastic materials mixed in with burnable materials
Privies	X				2 outdoor flush toilets, 1 pit toilet
					Black water pit located 15m north of toilets – make shift cover over pit
New Structures	X				None observed since last inspection
Hazard Trees		X			
Propane System					Majority of the systems run off PV system and generator(s)
					On demand hot water system in bath house – propane stored outside
Fuel Storage		X			Located in “Saw cabin” on shelf’s and in baskets, door to cabin was left open
Old aircraft Fuel Storage			X		Not in use, observed 5 empty 45 gallon drums, and an old cooking stove stashed in bushes beside drums
Fire Safety of Buildings		X			Observed a few fire extinguishers that are expired and need to be re-charged
					BC Parks cabin – wood stove installed on wood floor not up to standard
Changes to Site Footprint	X				Slowly removing old materials from previous operator
Damage to Park Property	X				No concerns
Noxious Weeds	X				
Structure conditions		X			Observed a few cabin footings and platforms starting to rot and deteriorate
					Old pump house (with 12’ well) no longer used – BC Parks mariner 30hp outboard motor stored inside
					Newer water system in place from lake



## Site Function Checklist

					No stove pipe observed at guides cabin – stove not in use
					Observed all cabins having old disconnected propane lines/lights – no longer in use
					Majority of the retreats cabins exterior canvas were replaced, observed 3 cabins with old deteriorating canvas
Lumber / Wood Area		<b>X</b>			Clean up around area, burn/remove old lumber materials (big area)
Trails	<b>X</b>				Clear, observed old trail lining solar lights – to be removed
Boat House	<b>X</b>				Houses boat fuel – no door on shed Houses water system pump and intake hose Spill kit
Boat storage area		<b>X</b>			Items not in use 3 aluminum skiffs 1 old wind surf board – not used damaged?
Power / systems house	<b>X</b>				4 panel PV system with tracking unit 2 water pumps for toilets / cistern Water softener tank Cistern located just behind building 2 backup generators stored under building Beer fridge
BC Parks Cabin			<b>X</b>		Footings and stringers becoming rotten
					Canvas deteriorating
					Old Parks tools / materials under cabin
					Window broken
					Wood Stove placed on wood floor
					Expired fire extinguishers
					Small deck located on E side
					Small solar panel system set up by retreat staff, battery left outside

## Site Function Checklist

### Site Plan





**Permit Recommendations:**

Remove all items mentioned under the cleanliness header above (old materials/equipment and garbage) from the park, as stated in the current Park Use Permit. Break down and/or take apart for easier transport.

Reduce the size of the burn area – remove and fly out non burnable's from burn pile and burn current pile (in the fall when fire ban is lifted), reclaim site and use original fire ring area for future burns.

Ensure saw cabin door remains closed when not in use to prevent wildlife conflicts (fuel can be an attractant)

Remove all items around old fuel storage location, reclaim site.

Ensure all fire extinguishers are up to date and fully charged

Do not use the BC Parks cabin stove, as it was installed not up to standard

Inspect and ensure the stove pipe located at the Furfaro sleep cabin is safe/operational

Representative: Craig Browne


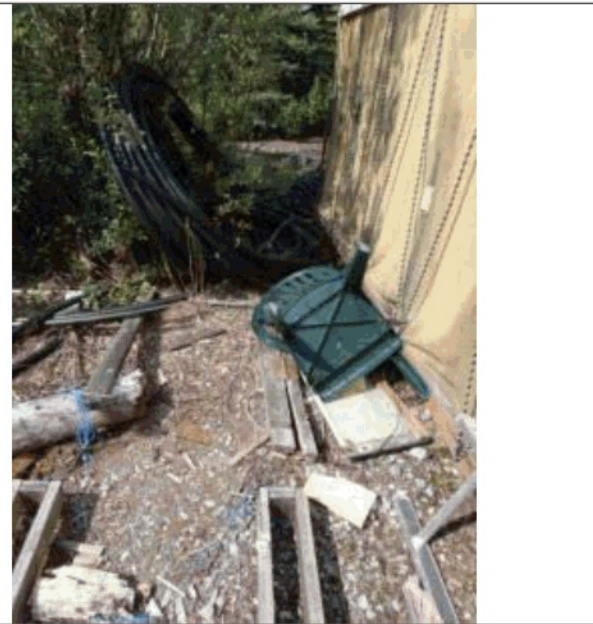

Permittee: Fortress Lake Retreat

Area Supervisor: Brett Yeates

Dated: August 19, 2015






**PHOTOS COINCIDING WITH THE FORTRESS LAKE RETREAT PARK USE PERMIT INSPECTION 2015**

 <p>A photograph showing a cleared area with charred wood and debris on the ground, surrounded by green vegetation. A white redaction box with 's.22' is in the upper right.</p>	 <p>A photograph showing a similar area to the burn area, with charred wood and debris. A white redaction box with 's.22' is in the upper left.</p>
<p>Burn Area</p>	<p>Original Burn Area</p>
 <p>A photograph showing various items of debris and materials, including a green plastic container, scattered on the ground next to a tan canvas structure.</p>	 <p>A photograph showing a large coil of black material, possibly a hose or cable, lying on the ground in front of a tan canvas structure.</p>
<p>Garbage / Materials beside tool cabin</p>	<p>Materials / old stove behind tool cabin</p>
 <p>A photograph showing old equipment and debris, including a large metal drum and various pieces of scrap metal, next to a structure. A white redaction box with 's.22' is in the upper left.</p>	 <p>A photograph showing a small, makeshift structure covered with a blue tarp, situated in a wooded area.</p>
<p>Garbage / old equipment beside Saw cabin</p>	<p>Old Winter Storage Area</p>



	
<p>Watercraft still in use? If damaged remove</p>	<p>Stove and drum near fuel storage</p>
	
<p>Fuel storage area</p>	<p>Black water pit</p>
	
<p>Guide Shack – inspect stove pipe</p>	<p>Garbage / old equipment beside saw cabin</p>



	
<p>Lumber area – reduce size, remove/burn old materials</p>	<p>Rotten footing on one of the sleep cabins</p>
	
<p>Old stove pipes stashed</p>	<p>Old metal frame – take apart and fly out</p>
	
<p>Dated fire extinguisher</p>	



## Yeates, Brett T ENV:EX

---

**From:** Kevin Smith <kevinsmith46@gmail.com>  
**Sent:** Monday, October 26, 2015 5:39 PM  
**To:** Browne, Craig ENV:EX  
**Cc:** Yeates, Brett T ENV:EX; Dave Jensen; Amelia Jensen  
**Subject:** Re: Hamber visit follow up

Hi Craig and Brett,

Please find attached photos relating to the removal/remediation of the items listed in the PUP Site Function Checklist you provided.

Specifically addressing the items listed, we have taken the following actions:

Old Winter storage area no longer used – shelter falling apart – includes old snowmobile, trailer, old materials

**Removed** - Old metal frame structure observed in pieces west of wood area

**Removed** - Old stove observed beside “Fortress” Cabin (outside)

**Removed** - Broken glass and garbage observed around boat house

**Sorted through - unusable removed** - Old stove pipes, materials stashed under cabins

**Removed - except bath tub and sink** - Garbage/ old equipment beside saw cabin – laundry machine, flattened canoe, hot H2O tanks, fuel drum, bath tub, tin, and old stove pipes

**Removed - except for usable and necessary materials** - Materials beside tool cabin – plastic 45 gallon drums, old marine rope, old stove, piping from old gravity fed water system

In addition, we **removed**:

All of the fuel drums and cribbing located near the boathouse

Burned down the slash pile and will endeavour to keep burning to the enclosure in future as per recommendations

As we only had 4 weeks between receiving this report of your inspection and our last guests for the season, our opportunities to remove the listed items were very limited. The difficulty of removal is further increased when slinging of items is required as the Bell 206 cannot carry enough fuel to sling a load all the way back to Hinton, thus requiring approval to land items in Jasper. I absorbed the extra cost of Flying the A-Star to sling all of the above items back to Hinton because I wanted to get as much accomplished as possible. The removal of the bath tub, sink, snowmobile and associated items at that site will be removed next season when we can arrange both the A-Star and a landing site in Jasper.

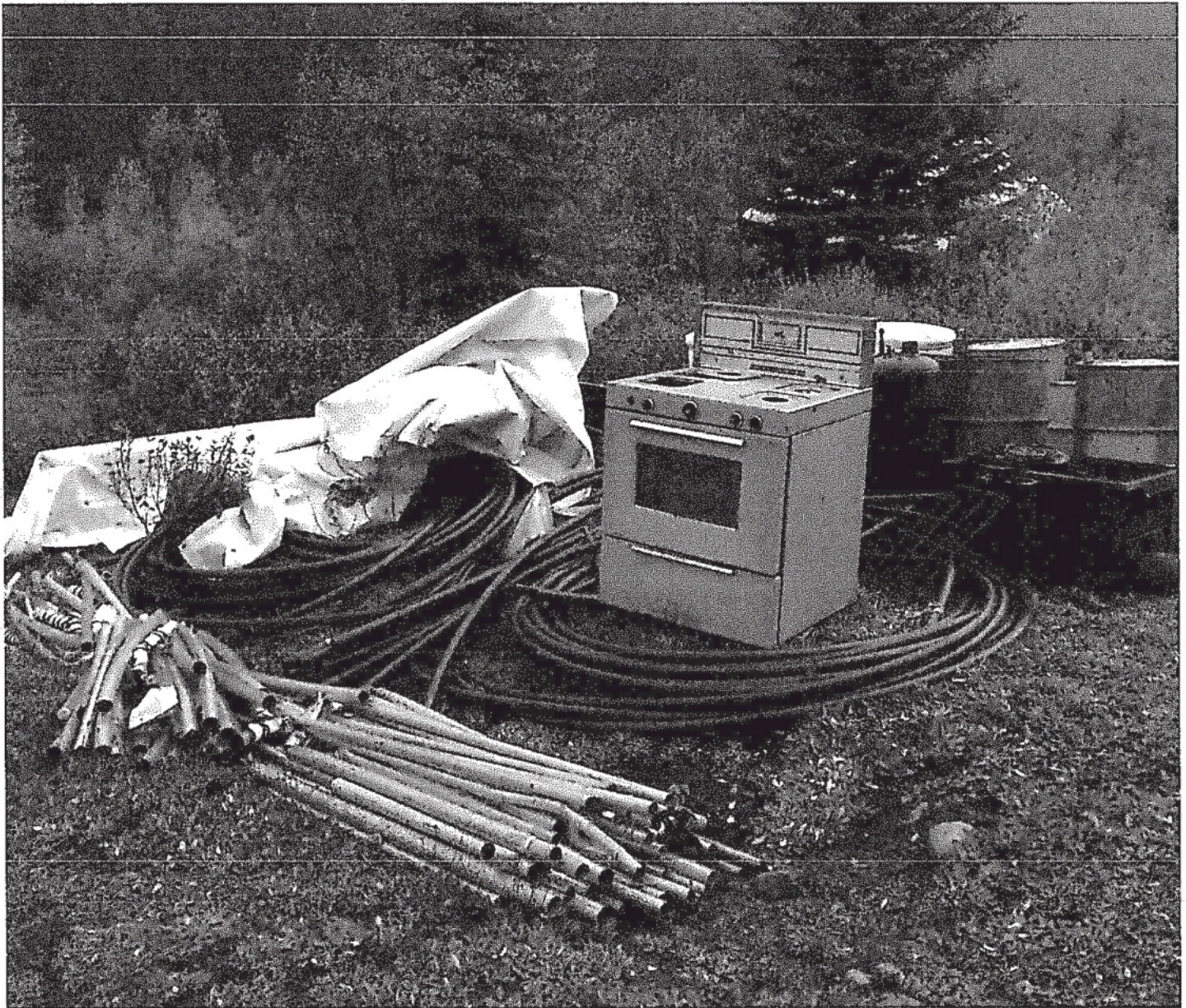
Regarding the current state of guest cabins, it is our intent to replace the foundations and install new (higher quality stoves) before the initiation of operations next year, with a view of removing the remaining items on backhauls. We will also replace all fire extinguishers.



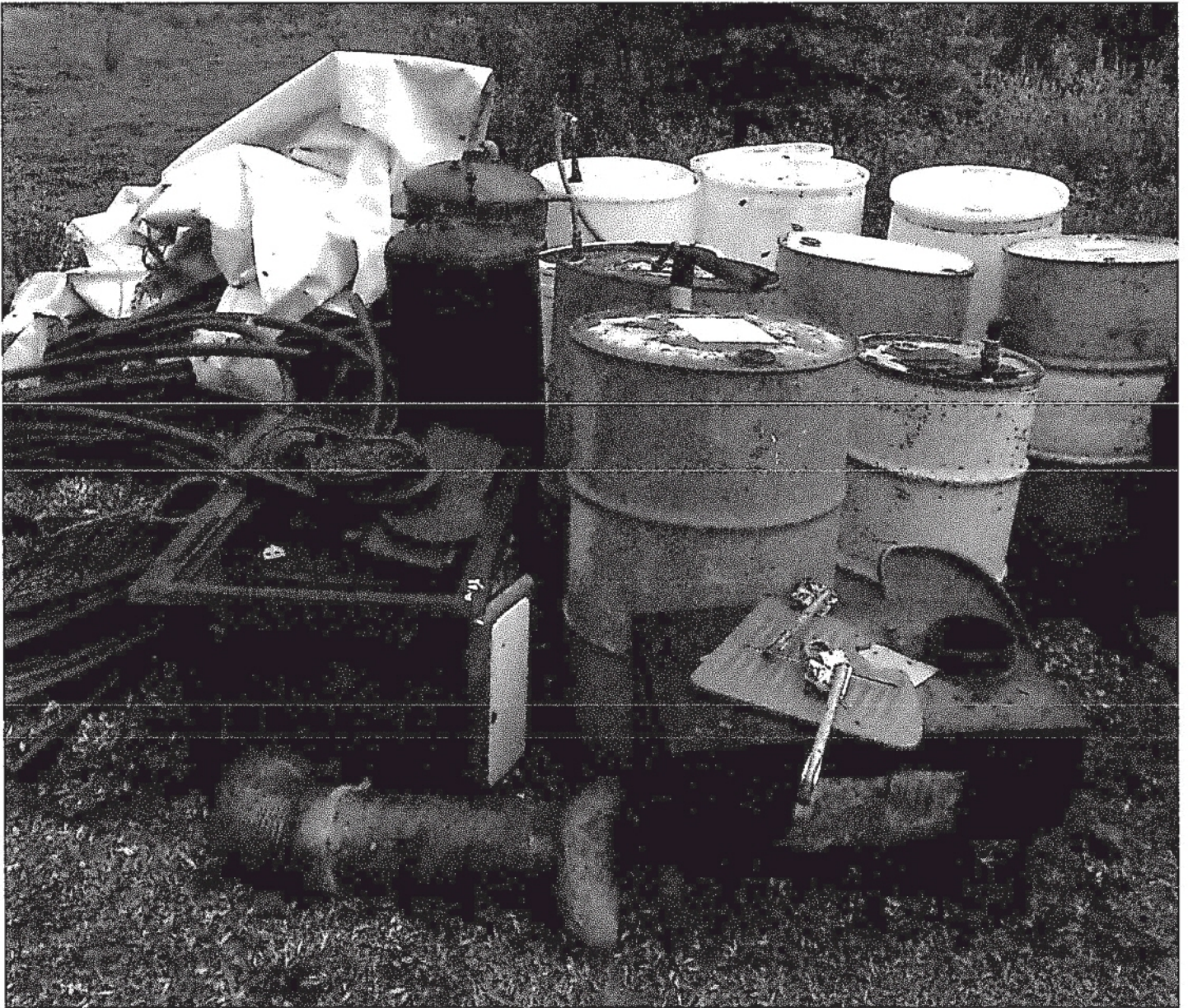
I hope the foregoing meets with your approval. I wish we had taken photos of the site when we first took over the PUP, as the work Dave and Amelia undertook to get the site to its current state was substantial (most of the listed items were present on site when we assumed the PUP). We are open to dialogue regarding how we can improve as stewards in Hamber Park. As you can appreciate, the remoteness of the park adds a special complexity and cost associated with undertaking any initiative, therefore, having as much notice as possible is very much appreciated in order to try to mitigate extra costs - especially where helicopters are concerned.

Regards,

Kevin

















On Aug 25, 2015, at 4:26 PM, Browne, Craig ENV:EX <[Craig.Browne@gov.bc.ca](mailto:Craig.Browne@gov.bc.ca)> wrote:

Hi Kevin,

Unfortunately Scheduling is a bit conflicting at the moment and we won't be able to meet up at the start of Sept. Hopefully near the end of the month or the start of October we will be able to set a date and sit down.

As for the BC Parks inspection, please see that attached Park Use Permit function checklist and the photos that coincide.

Fortress Lake Retreat runs a great operation, the experience you provide clients is next to none. The clients that were in the park during our visit were very satisfied with their stay. Staff were very helpful, knowledgeable and acted professional.

Please refer to the recommendations made on the site function checklist. As discussed and stated on the checklist BC Parks would like to see all old materials/equipment/garbage (as stated in the inspection report) stashed around the site to be removed from the park. The permits renewal will be contingent on the listed recommendations being completed before the current permit expires. Please provide proof these recommendations are completed, by providing either, photos, dates, number of flights, etc.

If you wish to discuss further, please don't hesitate to give the office a call.

Regards,

Craig Browne

East Kootenay North Senior Park Ranger

BC Parks

250 489-8532

[craig.browne@gov.bc.ca](mailto:craig.browne@gov.bc.ca)





Ministry of  
Environment

# PARK USE PERMIT

## COMMERCIAL RECREATION

Park Use Permit No.: **102926**

This PERMIT is dated for reference January 1, 2016 and is made under the *Park Act*.

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**,  
represented by the minister responsible for the *Park Act*, Parliament Buildings, Victoria, British  
Columbia

(the "Province")

AND:

**Fortress Lake Lodge Inc.**  
**c/o Fulton & Co. LLP**  
**300 350 Lansdowne St**  
**Kamloops BC V2C 1Y1**

(the "Permittee")

The parties agree as follows:

### ARTICLE 1 - INTERPRETATION

1.1 In this Permit,

**"Client"** means a person from whom you accept a fee to undertake a recreational activity set out in the Management Plan;

**"Client Day"** (or user day) means each calendar day, or portion of a calendar day, that a Client is on the Permit Area;

**"Client Rate"** means \$1.00 for each Client Day in each year of the Term;

**"Commencement Date"** means **January 1, 2016**;

**"Diligent Use"** means the responsible use of the Permit Area for guided adventure tourism activities carried out by the Permittee that meet the requirements identified in the approved Management Plan.

**"Disposition"** means a park use permit or resource use permit issued under the *Park Act* or other authorization made or acquired by which an interest in the Permit Area is disposed of or effected including subsisting grants to or rights of any person made or acquired under the *Petroleum and Natural Gas Act*, *Range Act*, *Wildlife Act*, *Water Act*; or other applicable legislation;

**“Expiration Date”** means **December 31, 2025**;

**“Improvements”** includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Permit Area, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunneling, filling, grading or ditching of, in, on or under the Permit Area;

**“Management Plan”** means the plan contained in the schedule attached to this Permit entitled “Management Plan Schedule”;

**“Permit”** means this Park Use Permit;

**“Permit Area”** means that part or those parts of the following described land shown outlined by bold line on the Legal Description Schedule, attached hereto and marked as Schedule “A”;

**“Permit Fee”** means the fees set out in Article 3;

**“Realty Taxes”** means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Permit Area , the Improvements or both of them and which you are liable to pay under applicable laws;

**“Regulations”** means the regulations under the *Park Act*, which may be amended from time to time;

**“Security”** means the Security referred to in section 7.1 or 7.2, as replaced or supplemented in accordance with section 7.5;

**“Term”** means the period of time set out in section 2.2;

**“we”, “us” or “our”** refers to the Province alone and never refers to the combination of the Province and the Permittee: that combination is referred to as **“the parties”**; and

**“you” or “your”** refers to the Permittee.

- 1.2 In this Permit, “person” includes a corporation, firm or association and wherever the singular or masculine form is used in this Permit it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 1.3 The captions and headings contained in this Permit are for convenience only and do not define or in any way limit the scope or intent of this Permit.
- 1.4 This Permit will be interpreted according to the laws of the Province of British Columbia.
- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Permit, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Permit are enactments of the Province of British Columbia.
- 1.6 If any section of this Permit, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Permit will not be affected and this Permit will be enforceable to the fullest extent permitted by law.
- 1.7 Each schedule to this Permit is an integral part of this Permit as if set out at length in the body of this Permit.
- 1.8 This Permit constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Permit except as expressly set out in this Permit and this Permit may not be modified except by subsequent agreement in writing between the parties.



- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Permit.
- 1.10 All provisions of this Permit in our favour and all of our rights and remedies, either at law or in equity, will survive the termination of this Permit.
- 1.11 Time is of the essence of this Permit.
- 1.12 Wherever this Permit provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Permit states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.
- 1.13 If all or part of the Permit Area is in a recreation area established or continued under the *Park Act*, this Permit is deemed to be a resource use permit as that term is defined in the *Park Act*.

## **ARTICLE 2 - GRANT AND TERM**

- 2.1 On the terms and conditions set out in this Permit, we grant to you a Permit for **Hiking, Boat Rental, Privately Owned Structures, Guided Angling, Access - Transportation** as set out in the Management Plan and you acknowledge that this Permit does not grant you exclusive use and occupancy of the Permit Area.
- 2.2 The term of this Permit commences on the Commencement Date and terminates on **December 31, 2025** or such earlier date provided for in this Permit.
- 2.3 The Province will be under no obligation to renew, extend or renegotiate the terms of this Permit following its termination or expiration.

## **ARTICLE 3 - FEES**

- 3.1 For each year of the Term, you will pay to us the fees prescribed by the Regulations in the manner and under the terms as set out in this article.
- 3.2 The Permittee must pay to the Province a minimum fee (the "Permit Fee") of **\$2,250.00 (plus applicable taxes)** prior to the Commencement Date and on each anniversary of the Commencement Date during the term of this Permit.
- 3.3 We have the right, in our sole discretion, during any year of the Term, to change the Permit Fee for the next year of the Term.
- 3.4 If we wish to change the Permit Fee for any year of the Term, we shall do so in accordance with the Regulations and our policies at the time applicable to your use of the Permit Area or Improvements under this Permit, and we shall use our best efforts to give you at least 18 months notification of any changes.
- 3.5 If we do not change the Permit Fee for any year of the Term, then the Permit Fee for that year will be the same as it was for the preceding year.
- 3.6 You must keep accurate written books and records in connection with this Permit including written records of Client Days.

- 3.7 In the event that an audit of your books and records taken under Article 5 reveals that you have not paid to us all fees owed to us under this Permit, you will immediately pay to us the cost of the audit together with all outstanding fees.
- 3.8 You are required to confirm your Client Days by submitting with your payment of fees a statutory declaration in a format provided to you by us.
- 3.9 You must pay interest to us on money payable by you and owing to us under this Permit, at the rate of interest prescribed by the *Financial Administration Act* in respect of money owing to us, which interest will be calculated from the date that the money becomes payable to us.
- 3.10 You must pay, and ensure that your Clients pay, all other applicable fees for the use of facilities and services in the Park as required under the *Park Act* and the Regulations.

#### **ARTICLE 4 - MANAGEMENT PLAN**

- 4.1 Despite any other provision of this Permit, we may revise the Management Plan at any time, and from time to time, during the Term for any reason whatsoever provided we comply with the requirements of this Article 4. We may determine, in our sole discretion, whether there is reason to revise the Management Plan and the type and scope of the required revision. For the purpose of this Article 4, a revision to a Management Plan may include any amendment, deletion, substitution or any other change whatsoever to the whole or any part of the Management Plan and may include the specifications of any area that will no longer constitute a part of the Permit Area.
- 4.2 Subject to sections 4.3 and 4.4, the revision of a Management Plan must be made in accordance with the following procedure:
- (a) we must give you written notice (an "Initial Notice") of the proposed revision which notice must set out in reasonable detail:
    - (i) the reason for the revision;
    - (ii) the particulars of the revision;
    - (iii) the effective date of the revision; andwe must also specify in the Initial Notice a reasonable time period during which you may inform us of any comments or concerns that you have regarding the proposed revision;
  - (b) following the time period specified in the Initial Notice we must deliver to you a written notice (a "Final Notice") advising whether we intend to proceed with the proposed revision as set out in the Initial Notice, and providing you with particulars of any changes to those matters dealt with in the Initial Notice; we must also specify in the Final Notice a reasonable time by which you may deliver to us a written notice (an Objection) setting out in reasonable detail any objections that you have in regard to the proposed revision;
  - (c) if you do not deliver an Objection within the time required the Management Plan will be deemed to be amended as set out in the Final Notice;
  - (d) if you deliver an Objection to us within the time required the Objection will be reviewed by the director of regional operations (a "Senior Executive"). The Senior Executive may decide in his or her sole discretion whether the Final Notice should be varied in any respect and will inform you of this decision in writing. Upon the delivery of the Senior Executive's decision to you, the Management Plan will be deemed to be revised as set out in the decision;



- (e) unless you consent in writing or unless section 4.3 applies the effective date of a revision to a Management Plan must not be sooner than one year after the date that the Final Notice is delivered to you or, if a decision has been made under section 4.2(d) then one year after the delivery to you of that decision.
- 4.3 If we determine that there are urgent circumstances that require a Management Plan to be revised more quickly than the time allowed by section 4.2(e), which determination must, for greater certainty, be made by us acting reasonably, we must include with the Initial Notice reasonable particulars of such urgent circumstances and we may specify in the Initial Notice such shortened time period for revising the Management Plan as we determine to be reasonable in the circumstances. For the purpose of this section 4.3 urgent circumstances include, without limitation, the need to respond to public safety concerns, significant environmental concerns, or any other decision by us under which it is determined to be necessary in the public interest to restrict access to the Permit Area or part of it.
- 4.4 This Article 4 does not preclude the parties from entering into any written agreement to vary the Management Plan from time to time, but any such agreement will not limit the application of this Article to the Management Plan as so amended, unless the other agreement expressly so provides.
- 4.5 You will not have any claim against us as a result of a revision of the Management Plan including, without limitation, any claim for damages or any other claim for compensation for losses, costs or expenses, of any kind that you may suffer or incur as a result of a revision of the Management Plan.
- 4.6 You will prepare updated or consolidated documents setting out the Management Plan for our approval if and when we so request.

## **ARTICLE 5 - COVENANTS**

- 5.1 You must
  - (a) pay, when due,
    - (i) the Permit Fees to us at the address set out in Article 11,
    - (ii) the Realty Taxes, and
    - (iii) all charges for electricity, gas, water and other utilities supplied to the Permit Area for use by you or on your behalf or with your permission;
  - (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Permit;
  - (c) observe, abide by and comply with,
    - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Permit Area or Improvements, and
    - (ii) the provisions of this Permit;
  - (d) in respect of the use of the Permit Area by you or by anyone you permit to use the Permit Area, keep the Permit Area and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Permit Area and the Improvements safe, clean and sanitary;

- (e) not commit any wilful or voluntary waste, spoil or destruction on the Permit Area or do anything on the Permit Area that may be or become a nuisance or annoyance to an owner or occupier of land in the vicinity of the Permit Area;
- (f) use and occupy the Permit Area only in accordance with and for the purposes set out in the Management Plan;
- (g) not construct, place or affix any Improvement on or to the Permit Area except as permitted in the Management Plan;
- (h) pay all accounts and expenses as they become due for labour or services performed on, or materials supplied to, the Permit Area except for money that you are required to hold back under the *Builders Lien Act*;
- (i) if any claim of lien over the Permit Area is made under the *Builders Lien Act* for work performed on or materials supplied to the Permit Area at your request, on your behalf or with your permission, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Permit Area or any interest of yours under this Permit to sale or forfeiture;
- (j) not remove, destroy, damage, disturb or exploit any natural resource (as that term is defined in the *Park Act*) found in or on the Permit Area except as may be permitted by this Permit, and only then in accordance with the *Park Act* and all other applicable laws;
- (k) not interfere with public access in or over the Permit Area or interfere with the activities or operations of any other person in the Permit Area;
- (l) permit us, or our authorized representatives, at reasonable times, to inspect, copy and audit your books and records that in our opinion relate to the information you are required to report or provide to us under this Permit;
- (m) deliver to us, as soon as reasonably possible, all reports we may request from you concerning your activities under this Permit and all other matters related to this Permit;
- (n) permit us, or our authorized representatives, to enter on the Permit Area at any time to inspect the Permit Area and the Improvements, provided that in regard to our inspection of the Improvements we take reasonable steps to minimize any disruption to your operations;
- (o) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Permit Area and, upon discovering any archaeological material on or under the Permit Area, you must immediately notify the ministry responsible for administering the *Heritage Conservation Act*;
- (p) not misrepresent, in the Province's opinion, its rights under this Permit in any advertisement, sign, circular or pamphlet and not post or distribute anything in the Park which advertises anything that the Permittee is permitted to do under this Permit, without the prior consent of the Province;
- (q) permit us at all times to construct, repair, alter and maintain buildings, equipment, structures and Improvements upon the Permit Area;
- (r) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of,
  - (i) your breach, violation or non-performance of a provision of this Permit, and



- (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Permit Area by virtue of your entry upon, use or occupation of the Permit Area,

and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and

- (s) on the termination of this Permit,

- (i) peaceably quit and deliver to us possession of the Permit Area and, subject to paragraphs (ii), (iii), and (iv) the Improvements in a safe, clean and sanitary condition,
- (ii) within 30 days, remove from the Permit Area any Improvement you want to remove, if the Improvement was placed on or made to the Permit Area by you, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building or part of the Permit Area,
- (iii) not remove any Improvement from the Permit Area if you are in default of this Agreement, unless we direct or permit you to do so under paragraph (iv),
- (iv) remove from the Permit Area any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Permit Area under another Disposition, and
- (v) restore the surface of the Permit Area as nearly as may reasonably be possible to the same condition as it was on the Commencement Date, to our satisfaction, but if you are not directed or permitted to remove an Improvement under paragraph (iv), this paragraph will not apply to that part of the surface of the Permit Area on which that Improvement is located,

and all of your right, interest and estate in the Permit Area will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this Permit;

- (t) pay for or repair, as determined by the Province, any damage caused to the property of the Province by you, your employees, agents, contractors or licensees;
- (u) ensure that your employees, agents, contractors, licensees and clients are familiar with
  - (i) the *Park Act* and the Regulations and all other laws and regulations affecting the Park,
  - (ii) the terms of this Permit as they affect public conduct in the Permit Area, and
  - (iii) all natural hazards in the Permit Area;
- (v) undertake and pay for the initial search for and rescue of its Clients;
- (w) take all reasonable precautions in order to prevent and suppress fires in the Permit Area;

5.2 You will not permit any person to do anything you are restricted from doing under this Article.

## **ARTICLE 6 - LIMITATIONS**

6.1 You agree with us that

- (a) we are under no obligation to provide access or services to the Permit Area or to maintain or improve existing access roads;

- (b) this Permit is subject to all subsisting Dispositions, or any extension or renewal of the same, whether or not you have actual notice of them, and
- (c) without limiting subsection 5.1(r), you must indemnify and save us and our servants, employees and agents harmless from and against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of any conflict between your rights under this Permit and the rights of any person under a Disposition, or any extension or renewal of the same, whether or not you have actual notice of them, and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand;
- (d) you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your rights under this Permit and the rights of any person under a Disposition as referred to in subsection (c), and you acknowledge that this Permit and your rights under this Permit are subject to those grants and rights referred to in subsection (c) whether or not you have actual notice of them.
- (e) we may make other Dispositions of or over the Permit Area;
- (f) you will make no claim for compensation, in damages or otherwise, in respect of a Disposition made under subsection (e);
- (g) subject to subsection (f), all of your costs and expenses, direct or indirect, that arise out of any lawful interference with your rights under this Permit as a result of the exercise or operation of the interests, rights, privileges and titles reserved to us in subsections (b) and (e) will be borne solely by you;
- (h) you will not remove or permit the removal of any Improvement from the Permit Area except as expressly permitted or required under this Permit;
- (i) any interest you may have in the Improvements ceases to exist and becomes our property upon termination of this Permit, except where an Improvement may be removed under paragraphs 5.1(s)(ii), (iii) or (iv) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Permit Area within the time period set out in paragraph 5.1(s)(ii) or the time period provided for in the direction or permission given under paragraph 5.1(s)(iii); and
- (j) if, after the termination of this Permit, we permit you to remain in possession of the Permit Area and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly tenant only subject to all of the provisions of this Permit, except as to duration, in the absence of a written agreement to the contrary.

## **ARTICLE 7 - SECURITY AND INSURANCE**

- 7.1 On the Commencement Date, you will deliver to us Security in the amount of **\$3,000.00** which will:
- (a) guarantee the performance of your obligations under this Permit;
  - (b) be in the form required by us; and
  - (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Permit.



- 7.2 Despite section 7.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Permit and all other Dispositions held by you.
- 7.3 We may use the Security for the payment of any costs and expenses incurred by us to perform any of your obligations under this Permit that are not performed by you and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.
- 7.4 After we certify, in writing, that you have fully performed your obligations under this Permit, we will return to you the Security maintained under section 7.1, less all amounts drawn down by us under section 7.3.
- 7.5 You acknowledge that we may, from time to time, notify you to
- (a) change the form or amount of the Security; and
  - (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Permit;
- and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.
- 7.6 You must
- (a) without limiting your obligations or liabilities under this Permit, at your expense, effect and keep in force during the Term the following insurance with insurers licensed to do business in Canada:
    - (i) **Commercial General Liability** insurance in an amount of not less than two million dollars **\$2,000,000.00 inclusive per occurrence** insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Permit Area or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as an additional insured;
    - (ii) **Watercraft Liability** insurance on all watercraft operated or used in the performance of this Permit by the Permittee (including rented watercraft), in an amount not less than the limits of liability imposed by the *Marine Liability Act* and in any event not less than **two million dollars (\$2,000,000) inclusive per occurrence**, 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.
  - (b) ensure that all insurance required to be maintained by you under this Permit is primary and does not require the sharing of any loss by any of our insurers;
  - (c) within 10 working days of the Commencement Date of this Permit, provide to us evidence of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";

- (d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Permit, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
  - (e) notwithstanding subsections (c) or (d) above, if requested by us, provide to us certified copies of the required insurance policies to be maintained by you under this Permit.
- 7.7 We may, acting reasonably, from time to time, require you to
- (a) change the amount of insurance set out in subsection 7.6(a); and
  - (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Permit;
- and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance then required to be maintained by you under this Permit.
- 7.8 You shall provide, maintain, and pay for any additional insurance which you are required by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Permit in your sole discretion.
- 7.9 You waive all rights of recourse against us with regard to damage to your own property.

## **ARTICLE 8 - ASSIGNMENT**

- 8.1 You must not sublicense, assign, mortgage or transfer this Permit, or permit any person to use or occupy the Permit Area, without our prior written consent, and a request for such consent will be assessed by us in accordance with applicable laws and policy at the time of the request and in the absence of applicable laws and policy consent will not be unreasonably withheld.
- 8.2 For the purpose of section 8.1, if you are a corporation, a change in control (as that term is defined in subsection 2(3) of the *Business Corporations Act*) will be deemed to be a transfer of this Permit.
- 8.3 Section 8.2 does not apply to a corporation if the shares of the corporation which carry votes for the election of the directors of the corporation trade on a stock exchange located in Canada.
- 8.4 Prior to considering a request for our consent under section 8.1, we may require you to meet certain conditions, including without limitation, that you submit to us a "site profile", "preliminary site investigation" or "detailed site investigation" (as those terms are defined in the *Environmental Management Act*) for the Permit Area or other similar type of investigation of the Permit Area.

## **ARTICLE 9 - TERMINATION**

- 9.1 You agree with us that
  - (a) if you
    - (i) default in the payment of any money payable by you under this Permit and your default or failure continues for 7 days after we give written notice of the default or failure to you, or
    - (ii) fail to observe, abide by and comply with the provisions of this Permit (other than the payment of any money payable by you under this Permit) and your default or failure continues for 60 days after we give written notice of the default or failure to you,



- (b) if, in our opinion, you fail to make diligent use of the Permit Area for the purposes set out in this Permit, and your failure continues for 60 days after we give written notice of the failure to you;
- (c) if we cancel the Permit made to you for a purpose set out in the Management Plan because of your default or failure under the Permit;
- (d) if you
  - (i) become insolvent or make an assignment for the general benefit of your creditors,
  - (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
  - (iii) voluntarily enter into an arrangement with your creditors;
- (e) if you are a corporation,
  - (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
  - (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;
- (f) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent;
- (g) if we require the Permit Area for our own use or, in our opinion, it is in the public interest to cancel this Permit and we have given you 30 days written notice of such requirement or opinion;
- (h) if the Permit Area is damaged or destroyed by any cause;
- (i) if the Park is closed by the Province;
- (j) if you have willfully misrepresented information:
  - (i) on the application form which led to the granting of this Permit; or
  - (ii) required to be provided under the terms and conditions of this Permit, or
- (k) if this Permit is taken in execution or attachment by any person;

this Permit will, at our option and with or without entry, terminate, and all of your rights to use and occupy the Permit Area will cease.

9.2 If the condition complained of (other than the payment of any money payable by you under this Permit) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.

9.3 You agree with us that

- (a) you will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Permit under section 9.1; and
- (b) our remedies under this article are in addition to those available to us at law or in equity.

## ARTICLE 10 - DISPUTE RESOLUTION

- 10.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.
- 10.2 Subject to section 10.5, if a dispute under this Agreement cannot be resolved under section 10.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.
- 10.3 The cost of the arbitration referred to in section 10.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.
- 10.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Cranbrook, British Columbia, and if we or our authorized representative have no office in Cranbrook, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Cranbrook, British Columbia.
- 10.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 10.2.

## ARTICLE 11 - NOTICE

- 11.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

to us

Ministry of Forests, Lands  
and Natural Resource Operations  
FrontCounter BC Cranbrook  
1902 Theatre Rd  
Cranbrook BC V1C 7G1

Toll Free: 1-877-855-3222

Email: [FrontCounterBC@gov.bc.ca](mailto:FrontCounterBC@gov.bc.ca)

Website: <http://www.frontcounterbc.gov.bc.ca/locations/index.html>

to you

Fortress Lake Lodge Inc.  
c/o Fulton & Co. LLP  
300 350 Lansdowne St  
Kamloops BC V2C 1Y1

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

- 11.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 11.1.



- 11.3 The delivery of all money payable to us under this Permit will be effected by hand, courier or prepaid regular mail to the address specified in the notice requesting payment or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

## **ARTICLE 12 - MISCELLANEOUS**

- 12.1 No provision of this Permit will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Permit will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Permit, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 12.2 No remedy conferred upon or reserved to us under this Permit is exclusive of any other remedy in this Permit or provided by law, but that remedy will be in addition to all other remedies in this Permit or then existing at law, in equity or by statute.
- 12.3 The grant of a sublicense, assignment or transfer of this Permit does not release you from your obligation to observe and perform all the provisions of this Permit on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublease, assignment or transfer of this Permit.
- 12.4 This Permit extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 12.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Permit, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as.
- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
  - (b) you diligently attempt to remove the delay.
- 12.6 You agree with us that
- (a) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Permit Area or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Permit Area and the Improvements for the purposes set out in this Permit; and
  - (b) nothing in this Permit constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.

- 12.7 This Permit does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

The parties have executed this Permit as of the date of reference of this Permit.

SIGNED on behalf of **HER MAJESTY  
THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA**  
by the minister responsible for the *Park Act*  
or the minister's authorized representative



---

Minister responsible for the *Park Act*  
or the minister's authorized representative

---

John Trewitt  
Print Name

---

Regional Director  
Print Title



**SCHEDULE "A"**  
**LEGAL DESCRIPTION SCHEDULE**

**PERMIT AREA DESCRIPTION**

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

- **Hamber Park**

## SCHEDULE "B" MANAGEMENT PLAN SCHEDULE

### FEE(S)

**Protected Land:** **Hamber Park**

**Activities:** **Guided Angling**

**Purpose:** Guide outfitters, transporters and angling guides licensed pursuant to the Wildlife Act -  
The use by a guide outfitter, transporter or angling guide, of a territory allocated in  
conjunction with the activity of a guide outfitter, transporter or angling. Angling  
Guiding

**Fee Description:** \$250 or \$1 per day whichever is greater

**Schedule K Ref:** Part 4, Item 10 (a)

### Fees:

Item	Number	Rate	Total
Minimum Fee	1	\$250.00	\$250.00
Sub Total (based on Fee Description above):			\$250.00

**Protected Land:** **Hamber Park**

**Activities:** **Access - Transportation**

**Purpose:** Guide outfitters, transporters and angling guides licensed pursuant to the Wildlife Act -  
The use by a guide outfitter, transporter or angling guide, of a territory allocated in  
conjunction with the activity of a guide outfitter, transporter or angling. Transporter

**Fee Description:** \$250 or \$1 per day whichever is greater

**Schedule K Ref:** Part 4, Item 10 (a)

### Fees:

Item	Number	Rate	Total
Minimum Fee	1	\$250.00	\$250.00
Sub Total (based on Fee Description above):			\$250.00



**Protected Land:** **Hamber Park**

**Base Facility:** **Fortress Lake Retreat**

**Activities:** Privately Owned Structures

**Purpose:** Guide outfitters, transporters and angling guides licensed pursuant to the Wildlife Act - The exclusive use of a structure or structures not supplied by the Province but used in conjunction with the activity of a guide outfitter, transporter or angling. With a defined adjacent area - Angling Guiding

**Fee Description:** \$500 or \$1 per client day + \$250 per hectare + \$50 per structure whichever is greater + \$50 per satellite facility + \$25 per tent/spike camp

**Schedule K Ref:** Part 4, Item 10(b)(ii)

**Fees:**

Item	Number	Rate	Total
Minimum Fee	1	\$500.00	\$500.00
Tent/Spike Camps	0	\$25.00	\$0.00
Hectares	1	\$250.00	\$250.00
Satellite Facilities	0	\$50.00	\$0.00
Structures	15	\$50.00	\$750.00

Sub Total (based on Fee Description above): \$1,000.00

**Protected Land:** **Hamber Park**

**Activities:** **Boat Rental**

**Purpose:** Commercial use/activity - The use of a defined area to carry on, for compensation received or promised, a commercial activity not referred to in any other item of this schedule, whether or not the right to use the area or conduct the activity is exclusive - Motorized activity. Fee charged for this purpose is for each protected land.

**Fee Description:** \$500 or \$1 per client day + \$250 per hectare + \$50 per structure whichever is greater

**Schedule K Ref:** Part 4, Item 2(b)

**Fees:**

Item	Number	Rate	Total
Minimum Fee	1	\$500.00	\$500.00
Hectares	0	\$250.00	\$0.00
Structures	0	\$50.00	\$0.00

Sub Total (based on Fee Description above): \$500.00

**Protected Land:** Hamber Park

**Activities:** Hiking

**Purpose:** Commercial use/activity - The use of a defined area to carry on, for compensation received or promised, a commercial activity not referred to in any other item of this schedule, whether or not the right to use the area or conduct the activity is exclusive - Non Motorized activity and no use of structures - For six consecutive months or to one year. Fee charged for this purpose is for each protected land.

**Fee Description:** \$250 or \$1 per client day whichever is greater

**Schedule K Ref:** Part 4, Item 2(a)

**Fees:**

Item	Number	Rate	Total
Minimum Fee	1	\$250.00	\$250.00
Sub Total (based on Fee Description above):			\$250.00
<b>Sub Total:</b>			<b>\$2,250.00</b>
<b>Minimum Fee Required: (plus applicable taxes)</b>			<b>\$2,250.00</b>



## SPECIAL PROVISIONS

### 1. Permittee Designated Representative

The Permittee appoints the following representative to be responsible for liaison between BC Parks and the Permittee:

Name: Kevin Smith  
Address: c/o Fulton and Co. LLP  
300 350 Lansdowne St  
Kamloops BC V2C 1Y1  
Telephone: 403-605-5949  
Email: kevinsmith46@gmail.com

### 2. BC Parks Contact Information

The Designated Representative must contact the Area Supervisor with any requirements or questions regarding this Park Use Permit. To determine the Area Supervisor responsible for the protected land(s) listed below, contact the associated regional office for this information.

Park, Protected Area or Conservancy Name	Contact Information
Hamber Park	Ministry of Environment, BC Parks Kootenay Okanagan Region - Kootenay 205 Industrial Road G Cranbrook BC V1C 7G5  <i>Regional Office:</i> (250) 489-8540 <i>Fax:</i> (250) 489-8506

### 3. Reports

The Permittee shall provide Report(s) to the Province. Report(s) are to be submitted to a FrontCounter BC office in person, by mail, fax or email ([FrontCounterBC@gov.bc.ca](mailto:FrontCounterBC@gov.bc.ca)). To determine the FrontCounter BC office to submit your Report(s) to, contact the following:

Ministry of Forests, Lands and  
Natural Resource Operations  
FrontCounter BC

Toll Free: 1-877-855-3222

Website: <http://www.frontcounterbc.gov.bc.ca/locations/index.html>

- (a) Thirty (30) days before each anniversary of the Commencement Date or on a date agreed to with the Province, the Permittee must provide an Annual Visitor Report, describing all trips taken into the park and the areas utilized in the park, trip dates, number of clients and the activities that took place.
- (b) In addition, the following reports must be submitted:
  - (i) Air Charter Log
  - (ii) Angle Guide Report
  - (iii) Wildlife Observation Report

#### **4. Facility Footprint**

Privately owned structures are permitted as found in the permit area at the commencement of the current term of this permit (as illustrated in the attached map labelled "Facility Map"). Any alteration to the number of facilities, location or size of a facility must be proposed within the Annual Operating Plan, and approved by BC Parks.

#### **5. Fuel Storage**

- (a) The permittee may store the requisite amount of fuel required to facilitate one (1) season's operational requirements at any time within the permit area
- (b) All unused fuel must be removed from the permit area at the end of each operating season
- (c) All fuel must be stored within a facility equipped with adequate spill containment for the volumes stored when not in immediate use
- (d) Serviceable spill clean-up equipment must be stored on site

#### **6. Emergency / Evacuation Plan**

The permittee shall submit an Emergency / Evacuation Plan prior to commencement of operations in year one of this permit and maintain it in a current state throughout the term of the permit.

#### **7. Waste Storage / Removal**

- (a) The permittee may burn all clean combustibles (wood, paper, cardboard) within the Lodge footprint when appropriate
- (b) All organic waste, recyclables and solid wastes must be flown out of the permit area as soon as practical
- (c) All food wastes must be stored securely (to prevent wildlife obtaining) until such time as they can be removed from the permit area
- (d) Storage of any wastes is not permitted in the permit area between operating seasons

#### **8. Inspections**

In conjunction with the Permittee BC Parks will conduct an inspection of the Permit Area as required. Aircraft transportation (and lodging and meals if the inspection duration requires it) will be provided by the Permittee to facilitate inspections to a maximum of two (2) times during the duration of the Permit. Times for permit area inspections shall be mutually acceptable.

#### **9. Firewood Use**

Dead fallen trees may be used for firewood.

#### **10. Snowmobile Use**

The permittee is authorized to keep one (1) snowmobile within permit area for the purpose of transporting firewood in winter. This machine may only be used for this purpose, and must be stored out of sight from the public when not in use.



## **11. Business Plan**

Prior to the commencement of operations under this permit, the permittee shall submit an updated Business Plan for review and approval by BC Parks, which clearly articulates the services and products the permittee intends to offer within the permit area during the term of the permit.

## **12. Annual Operating Plan**

The permittee shall submit an Annual Operating Plan yearly, prior to the commencement of operations for that year, for review and approval by BC Parks. This plan shall outline any proposed changes to services / products originally described in the approved Business Plan. If the permittee does not wish to propose new or modified business, a simple statement reflecting business as usual for the coming operating season covers this requirement.

## **13. Recreational Facility Maintenance**

The permittee shall complete (at a minimum once per week) basic minor maintenance to the public Park facilities within the Park.

(a) These facilities include:

- East End, Fortress Creek and Washout Creek campsites and facilities
- All Parks trails (main access trail from Park boundary to Fortress Creek, and campground trails) and signage

(b) Basic Minor maintenance activities include:

- Removal of all garbage and debris found
- Rake debris from tent pads and trails
- Clear trails of windfall
- Scrape and paint / stain all painted facilities with BC Parks standard coatings as required
- Minor repairs as required
- Stock outhouses with toilet paper

## **14. Observe, Record, Report**

The permittee will make observation of any public activities noted in the permit area. Any perceived *Park Act* infractions, or any other activity of a suspicious nature will be recorded along with any pertinent observable information about the Party in question, and reported to BC Parks as soon as possible.

## Facility Map







BC Parks

January 28, 2016

File: 102926

Fortress Lake Lodge Inc.  
c/o Fulton & Co. LLP  
300 - 350 Lansdowne Street  
Kamloops BC V2C 1Y1

Dear Kevin Smith:

**RE: PUP# 102926 Renewal: Removal of waste/refuse from previous term of permit**

Please find attached your renewed Park Use Permit for Commercial Recreation and Land use Occupancy activities in Hamber Provincial Park associated with Fortress Lake Retreat.

Please be advised this permit is being renewed with the understanding that all waste / refuse found in the permit area at the time of the most recent BC Parks Park Use Permit inspection (August 2015) which was not removed from the permit area at the end of the 2015 operating season, must be removed from the permit area by the end of the first season of operations under this renewal permit.

We appreciate your efforts to complete the majority of this much needed clean up at the end of the 2015 operating season.

All the best with your continuing operations in Hamber Park.

Regards,

Brett Yeates  
East Kootenay North Area Supervisor  
BC Parks-Kootenay

cc: Rob MacDonald, Parks and Protected Areas Section Head, Kootenay Section

## **April, 2016**

### **Fortress Lake Retreat**

#### **2016 Operating Plan**

##### **Intent**

Fortress Lake Lodge Inc., operating as Fortress Lake Retreat (the “Retreat”), intends to supply quality guest services to visitors of Hamber Provincial Park, in a manner commensurate with the low-impact ecologically sensitive, and sustainable operations expected in a Class A Provincial Park with a World Heritage Site designation. At Hamber Provincial Park, Fortress Lake Retreat will offer guided fishing services and other activities in a non-intrusive manner in order to support three season public outdoor recreation opportunities. This includes licensed fishing from shore, stand up paddle boards, and small power or self-propelled watercraft, hiking, photography, canoeing and kayaking. All visitor use originating from our facility is of a low intensity, well-dispersed nature, appropriate to these sensitive wilderness environments. For the duration of our tenure we will do our utmost to maintain the wilderness character and modest size of the “footprint” made by our facilities at Fortress Lake.

##### **Commencement Date**

Staff will be available to start work on or about May 30, 2016. We will open the facility as soon as ice is off the lake and we will begin our guest operations with an expected start of June 3rd.

##### **Overnight Accommodations**

We are currently marketing 4, 5 & 8 day fly in packages at the Retreat to allow those who wish to visit the Park an opportunity to stay with us, learn about the Park and to encourage responsible behavior in wilderness environments. Wherever possible we will dovetail our flights in and out of Fortress Lake, thereby reducing the air traffic as much as possible.

Due to the suspension bridge over the Athabasca River collapsing and subsequently being removed, we will not be advertising our hike/bike trips until a new bridge is erected. We have had a few groups enquire about making the hike despite the absence of the bridge and we have agreed to host them, but we have cautioned such guests about the river and also make them aware the Parks Canada has erected a sign warning people against crossing the river. We have challenged their preparedness and experience with such an undertaking and will continue with any additional groups who proactively seek this option to reach the lake to stay with us.

Our existing infrastructure at Chisel Creek consists of:

- 5 - tent cabins capable of sleeping a maximum of 3 persons each
- 1 - tent cabin capable of sleeping a maximum of 2 persons
- 1 - 20” diameter Dining Yurt
- 1 - 20’ diameter Kitchen yurt
- 1 - 16’ diameter Washhouse Yurt



- 1 - tent cabin for staff accommodation
- 1- tent cabin for gear storage
- 1 – 8 x 10 wooden framed pantry/solar house
- 1 – tent cabin Tool Shed
- 1 - 10 X 10 Wooden Framed Well House
- 1 – tent cabin for dry wood supply and heavy equipment storage
- 3 - Outhouse Toilets

- All tent cabins are 14 ft X 16 ft unless otherwise noted.

## **Flight Schedule**

s.21

## **Pricing**

For the period of this operating plan, Fortress Lake Retreat will supply a variety of services as per our prevailing published rates. All visitors are charged in Canadian Dollars (or the American equivalent where applicable). After the removal of our charter aircraft costs, all moneys collected form the total income on which our Annual Rent to the Park is calculated. Current rates are as follows and include cabin accommodation, use of all boats, semi-guided services and all meals and snacks. The fly in packages include the 45 minute round trip helicopter transportation.

### **Fly in Packages**

4 Day - \$3,400

5 Day - \$3,600

8 Day- \$4,100

### **Hike or Bike in Packages**

\$400/night

All rates are per person plus GST & PST

### **Commissary Items**

Fortress Lake Wilderness Retreat will endeavor to provide its guests with reasonable access to commonly requested personal hygiene items (soap, shampoo etc.), outdoor recreation sundries (sunscreen, insect repellent, etc.).

### **Liquor License**

We will renew our Food-Primary BC Liquor License for the 2016 season.

We intend to offer a limited amount of wine as part of the total package price. All other alcohol consumed by our guests will be extra.

### **Camp Capacity**

Under normal daily operating conditions, our overnight capacity is limited to 14 guests. On rare occasions, groups of friends sharing accommodation will result in up to 16 people staying with us for short periods. In this, our ninth year of operations, we are attempting to keep the maximum number of guests at the retreat at any one time to 12 guests.

### **Hiking Trail**

Each year there are a number of inquiries regarding the hike into Fortress Lake. When we receive a request for information regarding the hike into the Lake we provide factual information and ensure people realize that a certain level of fitness is required to do the hike safely. Additionally, we are making people aware that there is no longer a bridge across the Athabasca River.

### **Recreation Equipment**

Fortress Lake Retreat currently supplies our guests with a variety of equipment to support safe wilderness recreation activities in the Park. All guests are given a boat safety briefing along with a boat safety checklist to sign. Guests are always given PFDs and all boats have oars.

Recreation equipment includes:

6 - 12 and 14 foot Aluminum Skiffs with oars and 8 H.P. gasoline motors

1 - 12 foot Aluminum Rowboat

1 - Canoe

3 - Single Kayaks

1 - Double Kayak

### **Recreation Equipment Upgrades**

We recognize the initiative to replace older engines at the lake with newer, fuel-efficient motors. We would like to replace the older engines as they reach the end of their useful lives.

### **Environmental Initiatives**

- We have converted the existing cabins to use solar electric rather than propane lighting. This is a safety as well as an environmental issue.
- We will use high quality biodegradable soaps, shampoos, and cleansing agents and encourage all our guests to use these products while visiting the Park. Garbage is



flown out of the Park on a regular basis. Garbage is taken to the regional landfill in Hinton. Cardboard, plastic, metal, glass, and beverage containers are all collected separately, and packaged, labeled and flown out of the Park where they are returned to appropriate recycling facilities. Effluent from the camp is directed to underground infiltration galleries, and natural enzymes are added periodically to speed decomposition.

- Our operations are catch and release fishing. Hooking mortality will claim some fish each year and these will be kept and consumed. Trophy hunters are simply given the opportunity to photograph and measure their catch in a timely manner.

### **List of Current Employees**

The anticipated operations staff at Fortress Lake Retreat are as follows. A brief synopsis of their qualifications is also provided.

Kevin Smith – Owner/Host/Head Guide

s.22 – Operations Manager/Maintenance Manager/Assistant Guide & Host

s.22 – Cook

Assistant Angling Guide & Ground Support Assistant - To be decided/confirmed

### **Staffing Levels**

s.21

### **Angling Guides**

Guests at Fortress Lake Retreat will be provided, semi guided, or solo fishing, with use of boats included in their daily fee. s.22 will be serving as our head fishing guide during the 2016 season.

### **Waiver of Liability**

All guests are required to sign a Waiver of Liability to reduce the opportunities for malicious lawsuits against either the operator or the Crown. The Retreat has put in place adequate liability insurance through s.21 and has named the Crown as co-insured.

### **Record Keeping**

We will maintain a daily operating log recording the number of guests at our property, as well as other known Park visitors of all types. This daily log will also record the number of aircraft landings and take-offs, aircraft type, call signs (where able), number of passengers, length of visit, and type of activity. Copies of this information will be submitted at year-end to BC Parks.

In addition, we will submit our angling guide reports online through the new SharePoint site as per the guidelines of the Fisheries Management Section of the Province of British Columbia

**Storage of Hazardous Materials**

Any hazardous materials will be kept in either their original, or an alternate approved container. They will be clearly labeled, and any copies of applicable WHMIS bulletins will be retained in a central location on the site.

The primary hazardous material we handle at the Retreat is gasoline for boat motors, generators, chainsaws, etc. We employ a number of jerry cans to deliver and store gasoline at the Retreat. By using a number of jerry cans that are continuously being emptied and refilled, we minimize the volume of gasoline at the Retreat at any one time. The jerry cans that are on-site are stored in a plastic tray to catch any spilled gasoline. Any spilled gasoline is soaked up with either absorbent pads or sawdust, collected, and removed. Refilling of equipment is done at the fueling station, which is comprised of a plastic tray filled with sawdust (we retain the sawdust from the collection of firewood). The sawdust is periodically removed from the tray and transported from the Park for disposal.

**Recreation Facility Maintenance – Hamber Park campgrounds**

Following each weekend during the period June 1 to September 30, we will service and clean all Hamber Park designated recreation sites (and connecting trails) located on Fortress Lake as needed.

**Reporting**

We will make every responsible effort to promptly “Observe, Record, and Report” any illegal practices or behavior to BC Parks or other applicable authority.

**Evacuation Plan**

Please see attached Evacuation Procedure.

**Indemnity**

In the event that we do not successfully renew this Permit, or become the successful candidate in any competition for a tenure to replace this Permit, Fortress Lake Retreat will hold harmless and indemnify BC Parks and the Province of B.C. from any lawsuit, claim, or liability whatsoever arising from our addition of any temporary or permanent improvements to the Permit area, whether approved by the Province or otherwise. In the event of non-renewal or replacement we will further offer the Province the first rights of refusal on the purchase or sale of any or all buildings or improvements present at the time of Permit expiry. In the event that we are unsuccessful in any attempt to sell the improvements contained within the Permit area, we will accept full responsibility for the removal and/or disposal of any assets not disposed of through sale or auction, and will return the Permit area to a pristine condition.



## **Fortress Lake Retreat - Evacuation Procedure**

### **Communication**

As part of the “welcoming orientation” to Fortress Lake, all guests are briefed on safety procedures, including location of the satellite phone and emergency contact list.

All staff members are well acquainted with safety procedures and the evacuation plan.

**Location of Fortress Lake - 52°21'53.0"N 117°46'32.8"W**

s.21

## **Emergency Equipment**

First Aid Kit – located in kitchen yurt on top of the refrigerator

Fire Extinguishers – one located in each building, larger extinguishers located in kitchen and lounge yurt

Fire Suppression Water Pump – located at boat house

Hand Equipment - shovels, rakes, chainsaws, etc. located in tool storage tent





Ministry of  
Environment

BC Parks  
ANNUAL VISITOR REPORT

Permittee: Fortress lake retreat

Park: Humber

Permit No.: 102926

This report covers the Period of: June - July

DATE IN	DATE OUT	# OF DAYS	TYPE OF RECREATION e.g. Horseback, canoe, hiking	DESTINATION	# OF CLIENTS	# OF GUIDES
01/06/16	08/06/16	5	Hike, paddle, fishing	East end camp	2 <del>Public</del>	N/A
13/06/16	13/06/16	1	Fishing	Fortress Lake Retreat	6	1
14/06/16		1	Fishing, Canoeing	East end camp		N/A
15/06/16	16/06/16	2	Fishing	Fortress Lake Retreat	2	1
19/06/16	20/06/16	2	Float plane fishing	Washout creek	1 <del>Public</del>	
JULY						
15/07/16	22/07/16	7	Canoeing/hiking/fishing	Fortress Lake Retreat	10	1
25/07/16	29/07/16	5	Fishing	"	1	1
27/07/16	27/07/16	1	"	Washout Creek	2 <del>Public</del>	N/A



Ministry of  
Environment

BC Parks  
ANNUAL VISITOR REPORT

Permittee: Fortress lake retreat

Park: Hamber

Permit No.: 102926

This report covers the Period of: August - September

DATE IN	DATE OUT	# OF DAYS	TYPE OF RECREATION e.g. Horseback, canoe, hiking	DESTINATION	# OF CLIENTS	# OF GUIDES
04/08/16	04/08/16	1	Floatplane / fishing	Fortress Lake Retreat	2 <del>Public</del>	N/A
"	"	1	Helicopter / fishing	"	4 <del>Public</del>	N/A
05/08/16	08/08/16	4	Fishing	"	4	1
15/08/16	19/08/16	5	Fishing	"	3	1
17/08/16	17/08/16	1	Seaplane / fishing	Washout creek	? <del>Public</del>	N/A
22/08/16	29/08/16	7	Fishing	Fortress Lake Retreat	13	1
25/08/16	26/08/16	2	Seaplane / fishing	Washout creek	2 <del>Public</del>	N/A
29/08/16	02/09/16	5	Fishing	Fortress Lake Retreat	2	1
02/09/16	05/09/16	4	Fishing	"	4	1
09/09/16	09/09/16	1	Seaplane / Fishing	Washout creek	? <del>Public</del>	N/A
02/09/16	04/09/16	3	Hike in / Fishing	Fortress Creek	2 <del>Public</del>	N/A
12/09/16	16/09/16	5	Fishing	Fortress Lake Retreat	2	1



**April, 2017**  
**Fortress Lake Retreat**

**2017 Operating Plan**

**Intent**

Fortress Lake Lodge Inc., operating as Fortress Lake Retreat (the “Retreat”), intends to supply quality guest services to visitors of Hamber Provincial Park, in a manner commensurate with the low-impact ecologically sensitive, and sustainable operations expected in a Class A Provincial Park with a World Heritage Site designation. At Hamber Provincial Park, Fortress Lake Retreat will offer guided fishing services and other activities in a non-intrusive manner in order to support three season public outdoor recreation opportunities. This includes licensed fishing from shore, stand up paddle boards, and small power or self-propelled watercraft, hiking, photography, canoeing and kayaking. All visitor use originating from our facility is of a low intensity, well-dispersed nature, appropriate to these sensitive wilderness environments. For the duration of our tenure we will do our utmost to maintain the wilderness character and modest size of the “footprint” made by our facilities at Fortress Lake.

**Commencement Date**

Staff will be available to start work on or about May 30, 2017. We will open the facility as soon as ice is off the lake and we will begin our guest operations with an expected start of June 2<sup>nd</sup> weekend.

**Overnight Accommodations**

We are currently marketing 4, 5 & 8 day fly in packages at the Retreat to allow those who wish to visit the Park an opportunity to stay with us, learn about the Park and to encourage responsible behavior in wilderness environments. Wherever possible we will dovetail our flights in and out of Fortress Lake, thereby reducing the air traffic as much as possible.

Due to the suspension bridge over the Athabasca River collapsing and subsequently being removed, we will not be advertising our hike/bike trips until a new bridge is erected. We have had a few groups enquire about making the hike despite the absence of the bridge and we have agreed to host them, but we have cautioned such guests about the river and also make them aware the Parks Canada has erected a sign warning people against crossing the river. We have challenged their preparedness and experience with such an undertaking and will continue with any additional groups who proactively seek this option to reach the lake to stay with us.

Our existing infrastructure at Chisel Creek consists of:

- 5 - tent cabins capable of sleeping a maximum of 3 persons each
- 1 - tent cabin capable of sleeping a maximum of 2 persons
- 1 - 20” diameter Dining Yurt
- 1 - 20’ diameter Kitchen yurt
- 1 - 16’ diameter Washhouse Yurt

- 1 - tent cabin for staff accommodation
- 1- tent cabin for gear storage
- 1 – 8 x 10 wooden framed pantry/solar house
- 1 – tent cabin Tool Shed
- 1 - 10 X 10 Wooden Framed Well House
- 1 – tent cabin for dry wood supply and heavy equipment storage
- 3 - Outhouse Toilets

- All tent cabins are 14 ft X 16 ft unless otherwise noted.

## **Flight Schedule**

s.21

## **Pricing**

For the period of this operating plan, Fortress Lake Retreat will supply a variety of services as per our prevailing published rates. All visitors are charged in Canadian Dollars (or the American equivalent where applicable). After the removal of our charter aircraft costs, all moneys collected form the total income on which our Annual Rent to the Park is calculated. Current rates are as follows and include cabin accommodation, use of all boats, semi-guided services and all meals and snacks. The fly-in packages include the 45 minute round trip helicopter transportation.

### **Fly in Packages**

4 Day - \$3,400

5 Day - \$3,600

8 Day- \$4,100

### **Hike or Bike in Packages**

\$400/night

All rates are per person plus GST & PST

## **Commissary Items**

Fortress Lake Wilderness Retreat will endeavor to provide its guests with reasonable access to commonly requested personal hygiene items (soap, shampoo etc.), outdoor recreation sundries (sunscreen, insect repellent, etc.).

## **Liquor License**

We will renew our Food-Primary BC Liquor License for the 2017 season.



We intend to offer a limited amount of wine as part of the total package price. All other alcohol consumed by our guests will be extra.

### **Camp Capacity**

Under normal daily operating conditions, our overnight capacity is limited to 14 guests. On rare occasions, groups of friends sharing accommodation will result in up to 16 people staying with us for short periods. In this, our eleventh year of operations, we are attempting to keep the maximum number of guests at the retreat at any one time to 12 guests.

### **Hiking Trail**

Each year there are a number of inquiries regarding the hike into Fortress Lake. When we receive a request for information regarding the hike into the Lake we provide factual information and ensure people realize that a certain level of fitness is required to do the hike safely. Additionally, we are making people aware that there is no longer a bridge across the Athabasca River.

### **Recreation Equipment**

Fortress Lake Retreat currently supplies our guests with a variety of equipment to support safe wilderness recreation activities in the Park. All guests are given a boat safety briefing along with a boat safety checklist to sign. Guests are always given PFDs and all boats have oars.

Recreation equipment includes:

6 - 12 and 14 foot Aluminum Skiffs with oars and 8 H.P. gasoline motors

1 - 12 foot Aluminum Rowboat

1 - Canoe

3 - Single Kayaks

1 - Double Kayak

### **Recreation Equipment Upgrades**

We recognize the initiative to replace older engines at the lake with newer, fuel-efficient motors. We would like to replace the older engines as they reach the end of their useful lives.

### **Environmental Initiatives**

- We have converted the existing cabins to use solar electric rather than propane lighting. This is a safety as well as an environmental issue.
- We will use high quality biodegradable soaps, shampoos, and cleansing agents and encourage all our guests to use these products while visiting the Park. Garbage is flown out of the Park on a regular basis. Garbage is taken to the regional landfill in Hinton. Cardboard, plastic, metal, glass, and beverage containers are all collected separately, and packaged, labeled and flown out of the Park where they are returned to appropriate recycling facilities. Effluent from the camp is directed to underground infiltration galleries, and natural enzymes are added periodically to speed decomposition.

- Our operations are catch and release fishing. Hooking mortality will claim some fish each year and these will be kept and consumed. Trophy hunters are simply given the opportunity to photograph and measure their catch in a timely manner.

### **List of Current Employees**

The anticipated operations staff at Fortress Lake Retreat are as follows. A brief synopsis of their qualifications is also provided.

Kevin Smith – Owner/Host/Head Guide

s.22                    - Operations Manager/Maintenance Manager/Assistant Guide & Host

s.22                    - Cook

Assistant Angling Guide & Ground Support Assistant - To be decided/confirmed

### **Staffing Levels**

s.21

### **Angling Guides**

Guests at Fortress Lake Retreat will be provided, semi guided, or solo fishing, with use of boats included in their daily fee. s.22                    will be serving as our head fishing guide during the 2017 season.

### **Waiver of Liability**

All guests are required to sign a Waiver of Liability to reduce the opportunities for malicious lawsuits against either the operator or the Crown. The Retreat has put in place adequate liability insurance through s.21                    Insurance and has named the Crown as co-insured.

### **Record Keeping**

We will maintain a daily operating log recording the number of guests at our property, as well as other known Park visitors of all types. This daily log will also record the number of aircraft landings and take-offs, aircraft type, call signs (where able), number of passengers, length of visit, and type of activity. Copies of this information will be submitted at year-end to BC Parks.

In addition, we will submit our angling guide reports online through the new SharePoint site as per the guidelines of the Fisheries Management Section of the Province of British Columbia

### **Storage of Hazardous Materials**

Any hazardous materials will be kept in either their original, or an alternate approved container. They will be clearly labeled, and any copies of applicable WHMIS bulletins will be retained in a central location on the site.



The primary hazardous material we handle at the Retreat is gasoline for boat motors, generators, chainsaws, etc. We employ a number of jerry cans to deliver and store gasoline at the Retreat. By using a number of jerry cans that are continuously being emptied and refilled, we minimize the volume of gasoline at the Retreat at any one time. The jerry cans that are on-site are stored in a plastic tray to catch any spilled gasoline. Any spilled gasoline is soaked up with either absorbent pads or sawdust, collected, and removed. Refilling of equipment is done at the fueling station, which is comprised of a plastic tray filled with sawdust (we retain the sawdust from the collection of firewood). The sawdust is periodically removed from the tray and transported from the Park for disposal.

#### **Recreation Facility Maintenance – Hamber Park campgrounds**

Following each weekend during the period June 1 to September 30, we will service and clean all Hamber Park designated recreation sites (and connecting trails) located on Fortress Lake as needed.

#### **Reporting**

We will make every responsible effort to promptly “Observe, Record, and Report” any illegal practices or behavior to BC Parks or other applicable authority.

#### **Evacuation Plan**

Please see attached Evacuation Procedure.

## **Fortress Lake Retreat - Evacuation Procedure**

### **Communication**

As part of the “welcoming orientation” to Fortress Lake, all guests are briefed on safety procedures, including location of the satellite phone and emergency contact list.

All staff members are well acquainted with safety procedures and the evacuation plan.

**Location of Fortress Lake - 52°21'53.0"N 117°46'32.8"W**

### **Method of Communication**

s.21

---

### **Emergency Equipment**

First Aid Kit – located in kitchen yurt on top of the refrigerator



Fire Extinguishers – one located in each building, larger extinguishers located in kitchen and lounge yurt

Fire Suppression Water Pump – located at boat house

Hand Equipment - shovels, rakes, chainsaws, etc. located in tool storage tent

From: Browne, Craig ENV:EX  
Sent: Tuesday, August 29, 2017 12:03 PM  
To: Yeates, Brett T ENV:EX  
Subject: Fortress Lake Retreat

Hi Brett,

s.22

Just wanted to let you know

we had a great trip into Hamber. All campgrounds are in great shape and all three food cache bins were installed. The Rangers are writing a report of what was completed and will give a background of recent use so you can re-visit the bridge conversation with JNP.

I wanted to let you know Kevin requested a few projects their staff would like to complete this year that was not stated on the 2017 AOP. I approved both projects requested while in the park.

- \* Replace/upgrade one of the current flush toilet structures (base will remain) - no new impacts, old structure was rotting

- \* Remove vegetation around some of the Yurts and Cabins, plus provide sight lines to some of the structures within camp

- o Approved and requested they drag the cut vegetation well away from camp and disperse and/or when safe to do so burn vegetation at burn barrel location

All the best,

Craig Browne  
East Kootenay South Senior Park Ranger  
BC Parks  
250 489-8532  
craig.browne@gov.bc.ca





MINISTRY OF ENVIRONMENT AND  
CLIMATE CHANGE STRATEGY

Parks and Protected  
Areas Division

RETAIN THIS PORTION  
FOR YOUR RECORDS

# Invoice

Invoice Date: November 30, 2017

Invoiced To:

Fortress Lake Lodge Inc.  
15268 Columbia AVE  
White Rock, BC V4B 1J6

Invoice Number: PUI297533

Invoice Due: January 01, 2018

Fee Total: \$2,362.50

Payments Received: \$0.00

Amount Due: \$2,362.50

Authorization: 102926 Commercial Recreation (multi year)

Reference Number: PG9710015/85700-40/

## Fees

Date	Description	Amount	Tax	Fee Total
Jan 01, 2018	Parks - Annual Permit Fee	\$2,250.00	GST @ 5%: \$112.50	\$2,362.50
Total:				\$2,362.50

GST/HST Registration #: R107864738

- Please make cheque or money order payable to "Minister of Finance."
- Please do not mail cash.
- A service fee of \$30.00 will be charged on dishonored payments
- Please include this invoice number with your payment
- Receipts for payments not made in person, are available upon request.

Interest will be applied to any outstanding balance not received by the invoice due date. The rate of interest shall be 3% + the prime lending rate of the principal banker to the Province.

NOTE: This invoice may reflect both fees paid for the current fee period as well as the remainder of the previous years fee based on the client day information provided by you. Payment can be submitted to any FrontCounter BC office in person, mail or by phone. Payment by credit card can only be made in person, or by phone.

Remit To:  
Ministry of Forests, Lands, Natural Resource Operations and Rural Development  
FrontCounter BC

To determine a location nearest you, call the FrontCounter BC Contact Center at 1-877-855-3222 or visit our website at <http://www.frontcounterbc.gov.bc.ca/locations/index.html>.

Billing Inquiries:  
To make a payment over the phone or to discuss your invoice, contact the following office:  
Contact: FrontCounter BC Cranbrook Phone: (250) 426-1766  
Remit to Address: 1902 Theatre Road, Cranbrook BC V1C 7G1

Park Use Permit Inquiries:  
For information about your Park Use Permit, please contact the BC Parks Kootenay Regional Office at 250-489-8540 for the Area Supervisors name and contact number.

Client: Fortress Lake Lodge Inc.

PLEASE DETACH THIS  
PORTION AND RETURN  
WITH YOUR PAYMENT

Authorization Number: 102926

Invoice: PUI297533

Amount Due: \$2,362.50

Enclosed: \_\_\_\_\_

Ministry of Forests, Lands, Natural Resource Operations and Rural Development  
FrontCounter BC

To determine a location nearest you, call the FrontCounter BC Contact Center at 1-877-855-3222 or visit our website at <http://www.frontcounterbc.gov.bc.ca/locations/index.html>.

## New Billing Address

ADDRESS		
POSTAL CODE	PHONE	FAX

Important note: In the case of a required permit/licence transfer or name change, contact the issuing office directly.

PLEASE COMPLETE THIS SECTION  
ONLY IF BILLING ADDRESS  
IS DIFFERENT THAN ABOVE

## Fee Calculation Detail

**Fee Period:** Jan 01, 2018 **to:** Dec 31, 2018

**Reporting Period:** Dec 01, 2016 **to:** Nov 30, 2017

### Protected Land: Hamber Park

For the purpose shown below, the permittee is authorized to pursue the following activities:

**Activities:** Guided Angling

**Purpose:** Guide outfitters, transporters and angling guides licensed pursuant to the Wildlife Act - The use by a guide outfitter, transporter or angling guide, of a territory allocated in conjunction with the activity of a guide outfitter, transporter or angling guide. Angling Guiding

**Fee Description:** \$250 or \$1 per day whichever is greater

**Schedule K Ref:** Part 4, Item 10 (a)(ii)

<b>Fees:</b>	<b>Item</b>	<b>Number</b>	<b>Rate</b>	<b>Total</b>
	Minimum Fee	1	\$250.00	\$250.00
	Client Days	0	\$1.00	\$0.00
<b>Minimum Sub Total (based on Fee Description above):</b>				<b>\$250.00</b>

### Protected Land: Hamber Park

For the purpose shown below, the permittee is authorized to pursue the following activities:

**Base Facility:** Fortress Lake Retreat

**Activities:** Privately Owned Structures

**Purpose:** Guide outfitters, transporters and angling guides licensed pursuant to the Wildlife Act - The exclusive use of a structure or structures not supplied by the Province but used in conjunction with the activity of a guide outfitter, transporter or angling guide. With a defined adjacent area - Angling Guiding

**Fee Description:** \$500 or \$1 per client day + \$250 per hectare + \$50 per structure whichever is greater + \$50 per satellite facility + \$25 per tent/spike camp

**Schedule K Ref:** Part 4, Item 10(b)(ii)

<b>Fees:</b>	<b>Item</b>	<b>Number</b>	<b>Rate</b>	<b>Total</b>
	Minimum Fee	1	\$500.00	\$500.00
	Tent/Spike Camps	0	\$25.00	\$0.00
	Hectares	1	\$250.00	\$250.00
	Satellite Facilities	0	\$50.00	\$0.00
	Structures	15	\$50.00	\$750.00
	Client Days	0	\$1.00	\$0.00
<b>Minimum Sub Total (based on Fee Description above):</b>				<b>\$1,000.00</b>

### Protected Land: Hamber Park

For the purpose shown below, the permittee is authorized to pursue the following activities:

**Activities:** Access - Transportation

**Purpose:** Guide outfitters, transporters and angling guides licensed pursuant to the Wildlife Act - The use by a guide outfitter, transporter or angling guide, of a territory allocated in conjunction with the activity of a guide outfitter, transporter or angling guide. Transporter

**Fee Description:** \$250 or \$1 per day whichever is greater

**Schedule K Ref:** Part 4, Item 10 (a)(ii)

<b>Fees:</b>	<b>Item</b>	<b>Number</b>	<b>Rate</b>	<b>Total</b>
	Minimum Fee	1	\$250.00	\$250.00
	Client Days	0	\$1.00	\$0.00
<b>Minimum Sub Total (based on Fee Description above):</b>				<b>\$250.00</b>



**Protected Land: Hamber Park**

For the purpose shown below, the permittee is authorized to pursue the following activities:

**Activities:** Boat Rental

**Purpose:** Commercial use/activity - The use of a defined area to carry on, for compensation received or promised, a commercial activity not referred to in any other item of this schedule, whether or not the right to use the area or conduct the activity is exclusive - Motorized activity. Fee charged for this purpose is for each protected land.

**Fee Description:** \$500 or \$1 per client day + \$250 per hectare + \$50 per structure whichever is greater

**Schedule K Ref:** Part 4, Item 2(b)

<b>Fees:</b>	<b>Item</b>	<b>Number</b>	<b>Rate</b>	<b>Total</b>
	Minimum Fee	1	\$500.00	\$500.00
	Hectares	0	\$250.00	\$0.00
	Structures	0	\$50.00	\$0.00
	Client Days	0	\$1.00	\$0.00
<b>Minimum Sub Total (based on Fee Description above):</b>				<b>\$500.00</b>

**Protected Land: Hamber Park**

For the purpose shown below, the permittee is authorized to pursue the following activities:

**Activities:** Hiking

**Purpose:** Commercial use/activity - The use of a defined area to carry on, for compensation received or promised, a commercial activity not referred to in any other item of this schedule, whether or not the right to use the area or conduct the activity is exclusive - Non Motorized activity and no use of structures - For six consecutive months or to one year. Fee charged for this purpose is for each protected land.

**Fee Description:** \$250 or \$1 per client day whichever is greater

**Schedule K Ref:** Part 4, Item 2(a)(ii)

<b>Fees:</b>	<b>Item</b>	<b>Number</b>	<b>Rate</b>	<b>Total</b>
	Minimum Fee	1	\$250.00	\$250.00
	Client Days	0	\$1.00	\$0.00
<b>Minimum Sub Total (based on Fee Description above):</b>				<b>\$250.00</b>

**Note:** Client days or gross revenues not yet reported at the time of this invoice are reflected as 0 in the number column and may result in an adjustment to the minimum amount payable once the required information is submitted.

## **Note to File**

Park Use Permit No.: **102926**

### **Hamber Park – Fortress Lake Retreat PUP**

**Nov 30, 2017**

#### **Submitted by Craig Browne**

BC Parks staff conducted an operational trip into the Park from Aug 25 – 28<sup>th</sup>, 2017. During our visit I was able to sit down with the Fortress Lake Retreat owner, Kevin Smith. The main topic of this conversation was reviewing and discussing the 2015 PUP inspection report. The 2015 report and further discussions clearly stated clean-up of the PUP area was contingent of the 2016 PUP renewal. I was able to take a tour with Kevin and inspect the clean-up process. It was clear Fortress Lake Retreat staff put a good effort in removing items from the park at their own expense. After inspecting the site it appeared about 15-20% of the clean-up items still remain in the Park. The majority of the items remaining are located at the old winter storage area. Kevin stated they are aware of the items that still need to be removed and plan on removing the items as time and funds permit. Kevin would like to organize a staging location within Jasper National Park to reduce costs. I reiterated the importance of removing these items ASAP. I am unaware if these items were removed since our visit in August. I recommend BC Parks staff conduct an on-site visit in 2018 and ensure these items are/have been removed.

Operationally Fortress Lake Retreat is abiding by their PUP, providing a great recreational product for park users and continues to act as stewards for Hamber Provincial Park.