

**STEWARDSHIP MANAGEMENT AGREEMENT  
REGARDING MANAGEMENT OF  
SNOWMOBILING  
IN MOUNTAIN CARIBOU HABITATS  
IN THE BLUE RIVER SNOWMOBILING AREAS  
June 2016**

**BETWEEN:**

**The Ministry of Forest, Lands, and Natural Resource Operations (FLNRO),  
Resource Management Branch,**

**AND:**

**Blue River Powder Packers Snowmobile Club**

**(Collectively referred to as the "Parties")**

**Preamble**

A "**Memorandum of Understanding Regarding Management of Snowmobiling in Mountain Caribou Habitat**" (March 22, 2007) was signed by the Ministries of Agriculture and Lands (MAL), Environment (MoE), and Tourism, Sport, and the Arts (MoTSA) and the British Columbia Snowmobile Federation (BCSF) (hereby referred to as the Provincial MOU). The Provincial MOU includes the principles, operating practices, research and adaptive management trials, monitoring and inventory, and stewardship outreach protocols applicable to all members of the BCSF.

This Stewardship Management Agreement (SMA) replaces the previous 5 year SMA signed November 30 2009.

This Stewardship Management Agreement (SMA) describes the specific shared stewardship roles and responsibilities of the Parties for snowmobile closures and open riding areas in the Blue River Area. This includes the *Schedule 7* closures of the *Motor Vehicle Prohibition Regulation* under the *Wildlife Act* hereby referred to as the "Legislated Closures".

**Disclaimer**

Snowmobiling is an activity of relatively high risk to personal and public safety, particularly when traveling in terrain that may be prone to avalanches. The Ministry has not assessed any of the areas open to snowmobiling activities for risks to public safety such as, but not limited to, avalanche or terrain risks. Individual riders are responsible to determine whether the areas are safe to ride, to select safe snowmobiling practices and to be aware of local hazards.

**Principles**

The overall goal of the SMA is to minimize the potential risk of disturbance and potential risk of displacement of Mountain Caribou from suitable habitat by snowmobiling activities.

Any actions or initiatives undertaken under this SMA need to be consistent with the Provincial MOU and with the Mountain Caribou Recovery Implementation Plan. The SMA is a local agreement, based on common interests in the Blue River area. As such, interactions between the Parties should be at the local level and based on respect for everyone's interests, values, and mandates.

Managing the area in order to ensure that Mountain Caribou are not put at risk may require changes to the SMA and riding areas over the time period of this agreement. These changes may include but not be limited to such things as boundary changes, timing restrictions or adjusting use of the area. Generally any changes will be in response to identified risk to caribou and compliance issues identified by either party. The overall goal of the SMA is to minimize the risk of disturbance and displacement to Mountain Caribou from snowmobile activities in the area.

As some of the riding areas include forestry cutblocks there is a risk to damaging young trees with snowmobiles. It is illegal under the Forest and Range Practices Act to damage or destroy crown timber unless authorized to do so. The Blue River Powder Packers should identify where and when this is an issue and work to avoid any impacts to crown timber.

**Snowmobile activity and use is subject to all applicable legislation, regulations and land use designations for the riding areas. Of particular note is the Forest Service Road Use Regulation under the Forest and Range Practices Act, for snowmobile use on forest roads; 'A person must not operate a snowmobile on a forest service road if it appears that the road has been snowploughed, or that the road is otherwise fit for travel by motor vehicles other than snowmobiles.' If applicable, it is required that the club communicate annually with the licensee regarding the timing of industrial activities along Forest Service Roads.**

This SMA does not permit the development of any infrastructure.

This SMA does not authorize trail grooming on crown land. The appropriate government agencies should be contacted in order to seek approval for grooming activities if trail grooming is required for any of the riding areas.

This agreement applies to the following riding areas:

Groundhog Mountain  
Foam Creek  
Salmon Lake

The Coulees  
Waikiki White McRae  
Bone Creek Access  
Bone Creek Sled Ski area  
North Blue River: Paradise, Holy Grail, Horseshoe

Each of the riding areas and trails are open to snowmobiles while the surrounding areas are closed to snowmobiling under the Wildlife Act.

The North Blue River is closed to snowmobiling as of April 15 of each year.  
The Coulees is closed to snowmobiling as of April 15 of each year.

Each of the following riding areas (referred to as 'local riding' areas) receives a relatively small number of user days and are ridden primarily by club and local riders. The intent for the management of these areas is to not promote or advertise these areas and to keep them as much as possible as areas for local clubs and riders. Keeping the rider days low for these areas will help to keep the risk to caribou low.

The Coulees  
North Blue River: Paradise, Holy Grail, Horseshoe



Waikiki White McRae  
 Bone Creek Access  
 Bone Creek Sled Ski area

## **Shared Stewardship Roles and Responsibilities**

### **Education and Communication**

The Blue River Powder Packers will be responsible for educating snowmobile users active in each of the riding areas and trails. This includes informing users of the closed areas, open area boundaries and trail routes. As per the principles outlined above, the intent is not to promote use of the local riding areas and subsequently increase the user days in the areas.

The Blue River Powder Packers will work with its members and other users of the areas to ensure that the Operating Practices for Snowmobiling in Mountain Caribou Habitat as outlined in Appendix A are adhered to.

The goal of the education and communication efforts is to promote compliance for the legislative closures and the compliance with the operating practices.

The Ministry of Forest, Lands and Natural Resource Operations will provide maps and digital information as required for distribution funding permitting.

### **Boundary Marking/Trail Head Signs**

The Blue River Powder Packers will be responsible for marking and maintaining signs along the boundaries of the open areas and trails so that the boundaries are clearly marked and visible to any snowmobilers using the area. The extent and location of boundary signs will be discussed with FLNRO prior to installation. Additionally the access trails will be signed to clearly show the route and the closure boundaries. For the sake of consistency, sign formats that are agreed upon with FLNRO will be used. Signs shall be supplied by the FLNRO when possible. Maintenance includes annually checking that signs are still in place and readable and replacing signs as needed.

### **Legislated Closures - Boundary Marking**

FLNRO will be responsible for marking and maintaining the signs where required along the outside boundaries of the closed areas subject to the Legislated Closures.

### **Addressing Non-Compliance**

Monitoring for compliance relating to the legislated closures will be a shared responsibility between the Ministry of Forest, Lands and Natural Resource Operations and the Blue River Powder Packers Club.

The expectation is that the boundaries and the level of compliance for each riding area will be checked on a weekend/holiday by the club at a minimum of once every 4 weeks.

The club should make every reasonable effort to identify and address the cause of the non-compliance in the immediate term, which may be insufficient signage, lack of awareness, etc., and work with FLNRO to address any larger non-compliance issues that the club or FLNRO have identified.

In addition the club will record and report the noncompliance, the actions to address the non-compliance and the results of whether or not the effort has been effective or not. This will require monitoring by the club to determine the effectiveness of their actions. This report will be provided to FLNRO within 2 weeks of the non-compliance being identified.

*If legal infractions are witnessed they are to be reported to the Conservation Officer Service (COS) or through the RAPP line (1-877-952- RAPP) immediately. Information that needs to be provided includes the date and time of the incident, the location of the incident (GPS coordinates are preferred), and descriptions of the snowmobile operator and their snowmobile or vehicle including any readily visible registration information. Monitoring results shall be recorded and reported using the monitoring form found in Appendix B.*

The Ministry of Environment (Conservation Officer Service) will be the lead Party responsible for conducting enforcement within all the areas subject to the legislated closures. The Ministry of Forest Lands and Natural Resource Management in coordination with the CO Service will periodically carry out monitoring and enforcement activity on the priority riding and closure areas. The results of these activities will be reported to the club within 5 days of the activity. Non-compliance will be reported to the club with the expectation that the club will determine if there is something that can be done to prevent further non-compliance in the identified area. The club will work with FLNRO to address any larger non-compliance issues that the club or FLNRO have identified.

### **Reducing Risk Proactively**

Encountering caribou in any of the riding areas should be a very infrequent event. When caribou are in or near a riding area the club must proactively reduce the risk to caribou by minimizing/eliminating the possibilities of further encounters. This may include but not be limited to, closing a trail, portion of an area or the entire area for a number of days, weeks, or the season.

The caribou herd around Groundhog Mountain snowmobiling area is of particular concern. The Blue River Powder Packers will patrol the area prior to the weekend and identify if any caribou are in or near the riding area. If caribou are present in or near either the east or west portion of Groundhog Mountain, this area will be closed for the weekend and remain closed until a subsequent patrol shows that caribou are no longer in the area.

### **Provision of Information**

FLNRO will be the Party responsible for the development of digital maps that accurately show the legislated closure areas. FLNRO will also be responsible for updating the maps should the SMA or the legislated closures be amended. These maps are designed to identify the boundaries of the SMA and landmarks to help locate that boundary. They are not intended for navigational purposes. Recreational users are responsible for being aware of local hazards.

### **Reporting**

In addition to the monitoring and compliance reporting outlined above the Blue River Powder Packers shall provide an annual report detailing caribou, goat and wolf sightings and the estimated number of users for each riding area by calendar month. This report shall be provided to FLNRO by May 15 each year.

### **Dispute Resolution**

Where a dispute arises related to this SMA or related to activities undertaken within the scope of this SMA, a dispute resolution process will be undertaken. Both Parties will attempt to resolve the dispute within the framework of the SMA. The Parties will attempt to resolve the dispute through



respectful dialogue between the representatives of the club and the Ministry representative, which will be the Ecosystems Section Head, or delegate.

Where the Parties are not able to resolve the dispute, they will work jointly to prepare a submission for the Regional Director. The submission should describe the nature of the dispute, describe possible options that might resolve the dispute, and provide an assessment of each option from the perspective of the Parties.

### **Periodic Review**

All Parties agree to periodically reviewing and discussing the SMA and issues as required with the intent of resolving any issues as soon as possible.

### **Term**

The Parties agree that the term of this agreement is 5 years. However, any Party may request the SMA be opened for review by submitting, in writing, a request to the other Parties.

Signatories:



President  
Blue River Powder Packers Club

Date: Sept 09/16.



Regional Director  
Resource Management Branch  
Ministry of Forest, Lands and Natural Resource Operations  
Thompson Okanagan Region

Date: Nov 8, 2016

## **Appendix A – Operating Practices**

### **Operating Practices for Snowmobiling within Mountain Caribou Habitat**

#### **A. Objectives**

The objective of these practices is to ensure:

- that snowmobiling activities that overlap with mountain caribou habitats do not result in disturbance of mountain caribou or displacement<sup>1</sup> of mountain caribou from their preferred habitats;

#### **B. Operational Practices in Mountain Caribou Habitat**

- Snowmobilers will make every effort to research an area prior to snowmobiling there, including looking for local maps and other information pertinent to snowmobiling in that location.
- Snowmobilers will not ride in areas designated as closed to snowmobiling.
- Snowmobilers will obey all posted signs.
- If caribou are encountered, snowmobilers will refrain from approaching the caribou.
- Snowmobilers will stay on their snowmobiles. If the caribou are close, snowmobilers will shut off their snowmobile and allow them to move away.
- If caribou are encountered on a road or trail, snowmobilers will avoid disturbing the caribou by turning off their engine, remaining on their sled and waiting until the caribou have moved off of the road or trail before continuing, or by moving away from the caribou making every effort to stay as far away from the caribou as safely possible.
- If caribou are encountered in a play area, snowmobilers will not approach them. They will shut down their machines to give animals a chance to move away, then leave the area and refrain from riding within sight of the caribou.
- If caribou tracks are observed, snowmobilers will not follow the tracks.



## Appendix B – Monitoring Form

<b>SNOWMOBILE AREA MONITORING REPORT</b> <b>RECORD OBSERVATIONS IN THE FIELD OR THE RESULTS OF MONITORING EVENTS</b>
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DATE: \_\_\_\_\_ START TIME: \_\_\_\_\_ END TIME: \_\_\_\_\_

RECORDED BY: \_\_\_\_\_ CONTACT #: \_\_\_\_\_

WITNESS NAME/ CONTACT INFO: \_\_\_\_\_

SNOWMOBILE AREA: \_\_\_\_\_

ALPINE WEATHER CONDITIONS: temp: \_\_\_\_\_ ☐ clear ☐ overcast ☐ low cloud ☐ broken cloud ☐ fog

Alpine precipitation: ☐ none ☐ rain ☐ snow cm in last 24 hours \_\_\_\_\_

Last snow (In days): ☐ 1-3 ☐ 3-5 ☐ 6-10 ☐ >10

**MONITORING RESULTS:**

- ☐ no non-compliance observed
- ☐ tracks (or riders\*) observed within closure area (provide details including name of legal/ agreement area, GPS coordinates or physical description of where tracks left open area, etc.)
- ☐ sign down/ not visible (provide location details and any action taken/ required)
- ☐ wildlife sightings (provide details on species, numbers, activity)  
***Do not search for caribou and leave the area if caribou tracks are spotted***
- ☐ other e.g. hazard (provide details)

PHOTOGRAPH (TRACKS OR RIDER) ☐ Yes ☐ No

DETAILS:

\*Report all witnessed non-compliance through the  
 Report All Poachers and Polluters (RAPP) Line 1-800-952-7277  
 Or report online at [www.env.gov.bc.ca/cos/rapp/form.htm](http://www.env.gov.bc.ca/cos/rapp/form.htm)

Personal Information	Caribou Location	Incident Details	Comments
Name _____	Date _____	Time _____	Vehicle, vessel, aircraft _____
Sex _____ Age _____ Race _____	Location _____	Licence/vessel no. _____	Telephone _____
Height/weight _____	Type of violation _____	Prov. or State _____	Address _____
Eyes _____ Hair (color/style) _____	Type of gear _____	Make, model, year _____	
Physical marks _____	Comments _____	Color _____	
Other features _____		Other features _____	







## REGULATION CHANGE REQUEST FORM

HQ Use Only			
Executive Summary	<input type="checkbox"/>	Map	<input type="checkbox"/>
Regulation	<input type="checkbox"/>	Synopsis	<input type="checkbox"/>
Schedule	<input type="checkbox"/>	AHTE	<input type="checkbox"/>

**Contact:** Bevan Ernst

**Phone:** 250 371 6273

**Region:** Thompson-Okanagan

**SUBJECT:** Bleu River Powder Packers Boundary Swap

**Management Units:** 3-44

**Date of Submission:**

**Species:** Southern Mountain Caribou

**Regulation Name and Section/Schedule No.:** MOTOR VEHICLE PROHIBITION REGULATION/ Schedule 7 Section 11

**Who is the regional contact for communications issues?**

Name: Bevan Ernst

Phone: 250 371 6273

### PART A: PURPOSE

**1. Nature of the change:**

☐ New regulation

☒ Amending Existing Regulation  
*(e.g., GOS dates, bag limits)*

☐ Deletion of an existing regulation

**2. What is currently in the synopsis? (exact wording preferred)**

Effective year round, in those portions of M.U.s 3-36, 3-37, 3-40 to 3-45, 4-39 and 7-02 highlighted in red hatched lines on the attached Map No. 7-11/16, except that, at all times, snowmobiles are permitted in the 20-metre wide corridors shown in green on that map.

**3. Briefly describe the proposed wording in the synopsis:**

Effective year round, in those portions of M.U.s 3-36, 3-37, 3-40 to 3-45, 4-39 and 7-02 highlighted in red hatched lines on the attached Map No. 7-11/16, except that, at all times, snowmobiles are permitted in the 20-metre wide corridors shown in green on that map.

**4. Map attached?** ☒ Yes ☐ No ☐ N/A

- This map may be used to form the regulation. It should be digital and professional. Please provide shapefiles if available.

**5. Reason for proposal (Rationale):**

The proposed regulation change is intended to increase the spatial separation of caribou and potential disturbance from snowmobiling. The Thunder Creek/Threefingers riding area had been previously open as a snowmobile riding area, but was previously swapped to open the Coulees riding area. During the winter of 2018/2019 caribou were observed to be occupying the alpine bowl immediately to the north of the Coulees riding area. Additionally GPS collars deployed on local caribou demonstrated that there were movements from Berry Peddie area across Blue River into the riding area before returning to the south.

What is the problem or issue that the regulation change is intended to address or resolve?

Why is government action required at this time?

Write at a professional level. This document may be part of the OIC/MO package and is subject to FOI requests.

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**6. Is there, or will there be, an associated map in the synopsis (page and map# if applicable)?**

No

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**PART B: ANALYSIS**

**1. Describe surveys used for conservation issues and their results as they relate to this submission:**

What were the results of scientific surveys? For example, what population monitoring techniques were used? Anecdotal (hunter comments) and/or scientific information can be used. Be brief and write at layman's level. Doesn't require a lot of technical detail. (Reports, technical data can be sent as an attachment.)

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**2. Alternatives to regulation considered:**

If no alternatives were considered, explain why.

What other methods of regulation were considered and rejected and why? (e.g., voluntary codes, self-management, partnerships, etc.)

Could other bodies outside of government ensure standards are met?(e.g., accreditation, certification, auditing, etc.)

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**3. Pros/Cons analysis undertaken & results:**

Explain how the benefits outweigh the costs. An example of a pro would be an increase in recreational opportunity or reduced costs.

An example of a con would be impact on species population or increased regulatory complexity.

Can the costs or benefits for proposed regulation be quantified? What factors were evaluated to determine this impact?

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**4. Identify risks of NOT implementing the new provision:**

'Risk' is the potential of loss or damage resulting from a decision. Risks would include conservation issues and relationships with stakeholders. Describe the "worst case scenario". (A risk in the broadest sense is the potential for loss. Risk may be represented by any unintentional event or situation that leads to harm for an organization, group, habitat, species, or individual. The loss might be as simple as the pain of a twisted ankle or as complex as a liability claim ending in a law suit.)

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**8. Comments by Reviewers: (if relevant)**

Use separate page, as comments may not be included in the final OIC/MO Package.

Copies of email correspondence may be attached.

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**PART D: STAKEHOLDER CONSULTATION & FIRST NATIONS ENGAGEMENT**

**ADEQUATE CONSULTATION AND ENGAGEMENT MUST BE RECORDED, OR THE FORM WILL BE RETURNED TO THE ORIGINATOR.**

**Please attach supporting documentation, such as letters, meeting minutes, etc.**

Identify who was consulted and when consultations took place.

**Who raised concerns and what was the nature of their concerns?**

Has the regulation been changed to respond to the First Nations' or Stakeholders' Concerns?

Organization	Contact Name	Date and type of Consultation & Engagement	Supported? (If no, attach an explanation)
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<b>CO Service</b>			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Note: CO service consultation is required BEFORE submission is sent to Fish & Wildlife Br. Only rarely is this consultation not required. COS verification is required for safety related regulation proposals.
<b>Other Regions</b>			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>Fish and Wildlife Branch (Victoria)</b> Note: If the proposed regulation is for a CITES species, Dave Fraser (Provincial Scientific Authority for CITES) must be consulted.			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Note: Consultation is required BEFORE submission is sent to Fish & Wildlife Br. Only rarely is this consultation not required. Consultation for: Ungulates: <a href="mailto:Gerald.Kuzyk@gov.bc.ca">Gerald.Kuzyk@gov.bc.ca</a> Birds: <a href="mailto:Stephen.MacIver@gov.bc.ca">Stephen.MacIver@gov.bc.ca</a> Wildlife Health: <a href="mailto:Helen.Schwantje@gov.bc.ca">Helen.Schwantje@gov.bc.ca</a> Furbearers/small game: <a href="mailto:Rich.Weir@gov.bc.ca">Rich.Weir@gov.bc.ca</a> Large Carnivores: <a href="mailto:Garth.Mowat@gov.bc.ca">Garth.Mowat@gov.bc.ca</a> Motor Vehicle Prohibitions: Depends on the purpose of the closure, if the purpose is related to a specific species contact the species specialist above. Habitat related proposals are a case by case basis; check the N/A box.
<b>BC Parks, if applicable</b>			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>Other Gov't agencies (list)</b> (Highways, Forests)			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>BCWF (Zone Representative)</b>			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>GOABC or local organization</b>			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>BCTA or local organization</b>			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>Other organization: (name)</b>			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>First Nations:</b> If incomplete, this form will be returned.*			<input type="checkbox"/> Yes <input type="checkbox"/> No is not an option without full explanation why.
<b>Public Meetings:</b>	(attendees)		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

### List attachments:

List number of attachments and their nature (e.g., letter from local rod and gun club, minutes from public meeting)

### First Nations

We require the name of each FN group engaged and individuals within the group. When did the engagement take place and in what forum (letter, fax, meeting, etc)? What was the response or outcome of engagement (band by band or tribal association)? What might be the anticipated impact of this proposal on the First Nation's ability to practice their Aboriginal Interests?

If consultation/engagement with First Nations is incomplete/ongoing indicate the anticipated completion date.

**PART E: APPROVAL**

**RECORD OF APPROVALS FOR REGULATION CHANGES  
UNDER THE WILDLIFE ACT  
BC REGULATION [title] [reg #] [section #]  
SUBJECT: [subject]**

**Region:**

**Contact Name:**

**Telephone Number:**

**APPROVAL is sought for the following documents, to be submitted as part of the OIC/MO package:**

- **[LIST DOCUMENTS & ATTACHMENTS]**

**1. Section Head, Originating Office (GIVE LOCATION)**

Reviewed by:

Date:

Signature:

Supported

Not Supported

**2. Regional Manager**

Reviewed by:

Date:

Signature:

Supported

Not Supported



## REGULATION CHANGE REQUEST FORM

HQ Use Only			
Executive Summary	<input type="checkbox"/>	Map	<input type="checkbox"/>
Regulation	<input type="checkbox"/>	Synopsis	<input type="checkbox"/>
Schedule	<input type="checkbox"/>	AHTE	<input type="checkbox"/>

**Contact:** Bevan Ernst

**Phone:** 250 371 6273

**Region:** Thompson/Okanagan

**SUBJECT:** Snowmobile Management Area Boundary Modification

**Management Units:** AREA AFFECTED

**Date of Submission:**

**Species:** Southern Mountain Caribou

**Regulation Name and Section/Schedule No.:** WHICH REGULATION IS IT IN/SHOULD BE IN

**Who is the regional contact for communications issues?**

(someone with authority to deal with media requests if requested by Public Affairs)

Name: Bevan Ernst

Phone: 250 371 6273

### PART A: PURPOSE

**1. Nature of the change:**

☐ New regulation

☒ Amending Existing Regulation  
(e.g., GOS dates, bag limits)

☐ Deletion of an existing regulation

**2. What is currently in the synopsis? (exact wording preferred)**

NA, is Spatial boundary to motor vehicle closure areas public facing at <http://www.env.gov.bc.ca/fw/wildlife/snowmobile-closures/>

**3. Briefly describe the proposed wording in the synopsis:**

NA

**4. Map attached?** ☒ Yes ☐ No ☐ N/A

- This map may be used to form the regulation. It should be digital and professional. Please provide shapefiles if available.

**5. Reason for proposal (Rationale):**

Between the current SMA boundary and the adjacent provincial park boundary there are several gaps which are not identified as motor vehicle closure, SMA or Provincial Park. Create grey area for enforcement,

**6. Is there, or will there be, an associated map in the synopsis (page and map# if applicable)?**

No, hosted at <http://www.env.gov.bc.ca/fw/wildlife/snowmobile-closures/>



## PART B: ANALYSIS

### 1. Describe surveys used for conservation issues and their results as they relate to this submission:

Identification of gaps in ArcGIS.

### 2. Alternatives to regulation considered:

Alter mapping of motor vehicle areas to define gaps as part of motor vehicle closure area

### 3. Pros/Cons analysis undertaken & results:

The areas

### 4. Identify risks of NOT implementing the new provision:

Uncertainty to users and enforcement staff

### 8. Comments by Reviewers: *(if relevant)*

NA

## PART D: STAKEHOLDER CONSULTATION & FIRST NATIONS ENGAGEMENT

ADEQUATE CONSULTATION AND ENGAGEMENT MUST BE RECORDED, OR THE FORM WILL BE RETURNED TO THE ORIGINATOR.

Please attach supporting documentation, such as letters, meeting minutes, etc.

Identify who was consulted and when consultations took place.

Who raised concerns and what was the nature of their concerns?

Has the regulation been changed to respond to the First Nations' or Stakeholders' Concerns?

Organization	Contact Name	Date and type of Consultation & Engagement	Supported? (If no, attach an explanation)
CO Service	Warren Chayer		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Note: CO service consultation is required BEFORE submission is sent to Fish & Wildlife Br. Only rarely is this consultation not required. COS verification is required for safety related regulation proposals.
Other Regions			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Fish and Wildlife Branch (Victoria) Note: If the proposed			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Note: Consultation is required BEFORE submission is sent to Fish & Wildlife Br. Only rarely is this

regulation is for a CITES species, Dave Fraser (Provincial Scientific Authority for CITES) must be consulted.			consultation not required. Consultation for: Ungulates: <a href="mailto:Gerald.Kuzyk@gov.bc.ca">Gerald.Kuzyk@gov.bc.ca</a> Birds: <a href="mailto:Stephen.Macliver@gov.bc.ca">Stephen.Macliver@gov.bc.ca</a> Wildlife Health: <a href="mailto:Helen.Schwantje@gov.bc.ca">Helen.Schwantje@gov.bc.ca</a> Furbearers/small game: <a href="mailto:Rich.Weir@gov.bc.ca">Rich.Weir@gov.bc.ca</a> Large Carnivores: <a href="mailto:Garth.Mowat@gov.bc.ca">Garth.Mowat@gov.bc.ca</a> Motor Vehicle Prohibitions: Depends on the purpose of the closure, if the purpose is related to a specific species contact the species specialist above. Habitat related proposals are a case by case basis; check the N/A box.
<b>BC Parks, if applicable</b>			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>Other Gov't agencies (list)</b> (Highways, Forests)			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>BCWF (Zone Representative)</b>			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>GOABC or local organization</b>			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>BCTA or local organization</b>			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>Other organization: (name)</b> _____			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>First Nations: If incomplete, this form will be returned.*</b>			<input type="checkbox"/> Yes <input type="checkbox"/> No is not an option without full explanation why.
<b>Public Meetings:</b>	(attendees)		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

### List attachments:

List number of attachments and their nature (e.g., letter from local rod and gun club, minutes from public meeting)

### First Nations

We require the name of each FN group engaged and individuals within the group. When did the engagement take place and in what forum (letter, fax, meeting, etc)? What was the response or outcome of engagement (band by band or tribal association)? What might be the anticipated impact of this proposal on the First Nation's ability to practice their Aboriginal Interests?

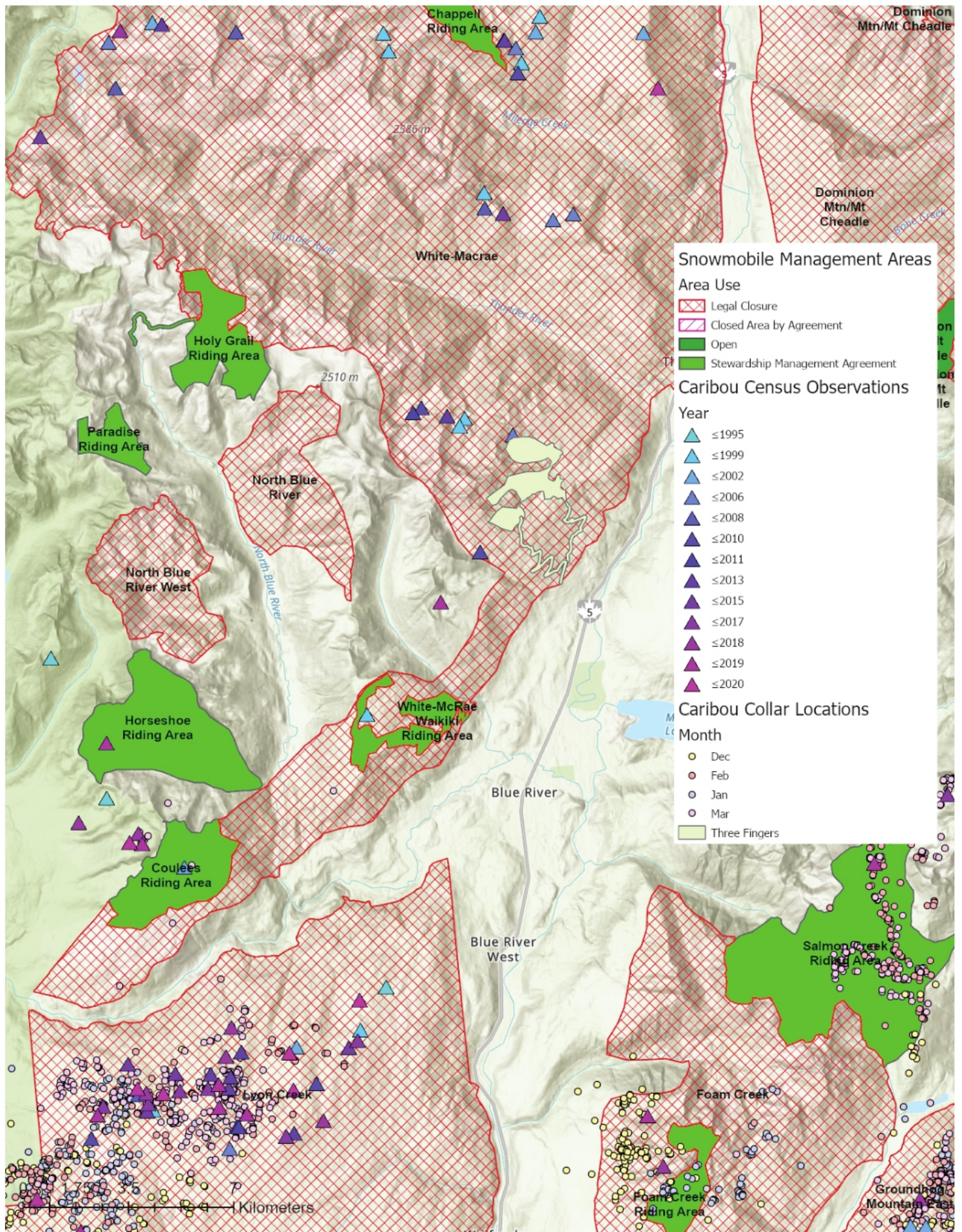
If consultation/engagement with First Nations is incomplete/ongoing indicate the anticipated completion date.

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Withheld pursuant to/removed as

s.13





Esri, NASA, NGA, USGS, Esri, HERE, Garmin, METI/NASA, USGS, EPA, USDA, NRCAN, Parks Canada

Caribou collar and census observations in the vicinity of BRPP riding areas



**MINISTRY OF FORESTS, LANDS, NATURAL RESOURCE OPERATIONS AND  
RURAL DEVELOPMENT  
DECISION NOTE**

Date: January 25, 2021  
File: tbd  
**CLIFF: tbd**

**PREPARED FOR: Eric Valdal, Director Resource Management, Thompson Okanagan  
Region**

**ISSUE: Lack of Access to Identified Snowmobile Riding Areas in Blue River**

**BACKGROUND:**

Snowmobiling in the North Thompson is managed to avoid disturbance to caribou through motor vehicle prohibitions under the wildlife act with exemptions managed through Stewardship Management Agreements (SMA) with local snowmobiling clubs. The boundaries of these riding areas were established based on known areas of caribou use. In the past the “Three Fingers” riding area was included in the Blue River SMA, but was rescinded in 2016 due to evidence of caribou use of the area. During the end of the winter of 2018/2019 due to early movement of collared Berry Peddie caribou the riding areas in the North Blue River drainage were before the April 15th closing date specified in the SMA and the historic “Three Fingers” riding area was temporarily opened as an incentive for the club to voluntarily close the riding areas in the North Blue River drainage.

Last winter the club was unable to access a key riding due to road plowing for forest harvest in the Finn creek drainage. This winter their access has been impeded to the White River riding area as well as Groundhog and Salmon Lakes riding areas by Transmountain Pipeline and forestry by local tenure holders. I have previously been in discussion with the club regarding the potential to explore alternate areas for some riding areas to reduce potential impact to caribou, although we have met consistent impasse that the available areas without caribou impacts are not the same quality of snowmobiling as their current areas, and they are therefore unwilling to give up existing areas.

Due to this year’s blocked access to their riding areas, and the previous tenure swap the Club is requesting the three fingers be re-opened so that they can maintain a suitable amount of riding areas for snowmobilers. The club has made the argument that impediments to accessing their riding areas impacts their financial stability and economic activity in the town of Blue River. As the lack of access to these areas are indefinite in their duration there is the potential that the riding areas will become accessible over the course of the winter, which would result in an increase in the overall area of snowmobiling riding areas which could increase disturbance to caribou populations. As result it was proposed that any measures would include an agreed closure of equivalent area for the duration of the season.

**DISCUSSION:**

s.13

s.13; s.16

s.13

s.13; s.16



Approved / Not Approved

Signature  
Eric Valdal  
Director Resource Management,  
Thompson Okanagan Region

Date

Attachments: Blue River SMA

**Contact:**  
ADM: Eamon O'Donoghue  
Div: North Area  
Phone: 250 847-7495

**Alternate Contact:**  
Name: Joelle Scheck  
Region: Northeast  
Phone: 250 787-3393

**Prepared by:**  
Name: Bevan Ernst  
Region: TOK  
Phone: 250 312-6624

Reviewed by	Initials	Date
DM		
DMO		
ADM	EOD	
RED.	KV	
Author	JS	

Page 021 of 215

Withheld pursuant to/removed as

s.13 ; s.16



Reference: XXXXX

February 2, 2021

VIA EMAIL: [info@sledblueriver.com](mailto:info@sledblueriver.com)

s.22

Kelowna, BC

Dear Blue River Powder Packers:

Snowmobiling in Blue River is intended to be managed through the Stewardship Management Agreement between the province and the Blue River Powder Packers. The terms of this agreement were negotiated to balance the conservation of caribou while providing snowmobiling opportunities and economic development for the community of Blue River, based on known areas of caribou use. This document notes that the snowmobile use must be consistent with existing legislation surrounding use of forest service roads, specifying that the club should communicate annually with forest licensees regarding the timing of industrial activities on forest service, but provides no guarantee on the availability of these roads for club use. Although the province recognizes the inconvenience created by the current lack of access to some designated riding areas due to industrial activity, opening alternative riding areas is not a feasible mitigation strategy to address these impediments to access.

Short term changes to riding areas to accommodate impeded access by industrial activities within the SMA are undesirable for a variety of reasons:

- It increases uncertainty among the snowmobile user base when the legality of a riding area can change between visits.
- Legally establishing boundaries necessary for legal enforcement requires amendments to existing legislation and associated boundary mapping that cannot occur in a short period of time.
- Impeded access to existing riding areas does not result in decreased caribou use of other closed areas and displacing snowmobiles to these areas can result in increased disturbance to caribou.
- Under the B.C. Declaration on the Rights of Indigenous Peoples Act local First Nations must be involved in any changes to land use within their territory, which has not occurred for the establishing alternate riding areas to mitigate the impact impeded snowmobile access.

The term of the current SMA is expiring in 2021, it is therefore recommended that the issue of impeded access to riding areas by industry be addressed in the next iteration of the SMA through collaboration between the club, FLNRO, RSTBC, and local First Nations. At that point different tenure and mitigative options can be explored to give certainty to all parties moving forward.

Sincerely,

Eric Valdal



Ecosystems Biologist

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



February 2, 2021

VIA EMAIL: [info@sledblueriver.com](mailto:info@sledblueriver.com)

s.22

Blue River, BC

Dear s.22

Snowmobiling in Blue River is intended to be managed through the Stewardship Management Agreement (SMA) between the province and the Blue River Powder Packers. The terms of this agreement were negotiated to balance the conservation of caribou while providing snowmobiling opportunities and economic development for the community of Blue River. The SMA notes that the snowmobile use must be consistent with existing legislation regarding the use of forest service roads, specifying that the club should communicate annually with forest licensees regarding the timing of industrial activities on forest service. The SMA provides no guarantee on the availability of these roads for club use. Although the province recognizes the inconvenience created by the current lack of access to some designated riding areas due to industrial activity, opening short term alternative riding areas is not a feasible mitigation strategy to address these impediments to access.

Short term changes to riding areas to accommodate impeded access by industrial activities within the SMA are undesirable for a variety of reasons:

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- Under the B.C. Declaration on the Rights of Indigenous Peoples Act local First Nations must be involved in any changes to land use within their territory, which has not occurred for the establishment of alternate riding areas to mitigate the impact impeded snowmobile access.

The term of the current SMA is expiring in 2021, it is therefore recommended that the issue of impeded access to riding areas by industry be addressed in the next iteration of the SMA through collaboration between the club, the province, and local First Nations.

If you have any further questions please contact Bevan Ernst ([Bevan.Ernst@gov.bc.ca](mailto:Bevan.Ernst@gov.bc.ca)) who is the resource for regional caribou management on my team.

Yours truly,

Eric Valdal  
Director Resource Management  
Ministry of Forests, Lands, Natural Resource Operations and Rural Development









February 2, 2021

VIA EMAIL: [info@sledblueriver.com](mailto:info@sledblueriver.com)

S.22

Blue River, BC

Dear S.22

Snowmobiling in Blue River is managed through the Stewardship Management Agreement (SMA) between the Province and the Blue River Powder Packers. The terms of this agreement were negotiated to ensure caribou conservation objectives are met while providing high quality snowmobiling opportunities and economic development for the community of Blue River.

The SMA requires that snowmobile use of forest service roads be consistent with existing legislation and specifies that the club communicate annually with forest licensees regarding the timing of industrial activities and road-use. The SMA provides no guarantee that forest service roads be available for recreational use.

Although the Province recognizes that industrial use of forest service roads may limit access to some designated riding areas, it is not feasible to open alternative areas for short-term recreation use. To do so would create an undue risk to caribou that may use, and would be displaced from, any alternative riding areas. Changing designated-riding areas mid-season would also create uncertainty among the snowmobiling community about where legal riding areas are.

Further, changing designated riding areas would require a legal amendment to existing legislation and associated boundary mapping. This change cannot be rapidly implemented as the Province has a legal responsibility to consult with affected First Nation communities about any changes to land-use within their territory.

The current SMA expires in 2021. The Province recommends that the Blue River Powder packers address the road-use conflict between recreational and industrial users through the SMA renewal process and in collaboration with local First Nations.

If you have any further questions, please contact Bevan Ernst ([Bevan.Ernst@gov.bc.ca](mailto:Bevan.Ernst@gov.bc.ca)). Bevan is the resource for regional caribou management on my team.

Yours truly,

Eric Valdal

Director Resource Management

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





April 12, 2021

North Thompson Communities Foundation  
Clearwater, BC

To Whom It May Concern,

I am writing to indicate my support for the grant application by the Blue River Powder Packers to support caribou patrols in their designated snowmobiling areas. These patrols are mandated within their Stewardship Management Agreement with the province of British Columbia to reduce the risk of disturbance to caribou by snowmobiling. These patrols are an essential component of managing areas where there is the potential for overlap between resident caribou and recreational snowmobile use. Patrols are conducted prior to each weekend of the snowmobiling season to assess if caribou are present in key snowmobiling areas, and the area is closed until the next weeks patrol if evidence of caribou occupation is found within the riding area.

Supplemental funding will enhance the capability of this non-profit group to conduct their mandated patrols without affecting the economic viability of the club and ensure that disturbance to caribou is reduced to the extent practicable.

Thank you for your time and consideration,



**Bevan Ernst, MSc, RPBio**  
**Regional Caribou Biologist**

Thompson-Okanagan Region | Ecosystems Section  
Phone (250) 312-6640 | Mobile (250) 318-6929

**Forests, Lands, Natural Resource Operations, and Rural Development**



April 12, 2021

North Thompson Communities Foundation  
Clearwater, BC

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I am writing to indicate my support for the grant application by the Blue River Powder Packers to support caribou patrols in their designated snowmobiling areas. These patrols are mandated within their Stewardship Management Agreement with the province of British Columbia to reduce the risk of disturbance to caribou by snowmobiling. These patrols are an essential component of managing areas where there is the potential for overlap between resident caribou and recreational snowmobile use. Patrols are conducted prior to each weekend of the snowmobiling season to assess if caribou are present in key snowmobiling areas, and the area is closed until the next weeks patrol if evidence of caribou occupation is found within the riding area.

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Thank you for your time and consideration,



**Bevan Ernst, MSc, RPBio**  
**Regional Caribou Biologist**

Thompson Okanagan Region | Ecosystems Section  
Phone (250) 312-6640 | Mobile (250) 318-6929

**Forests, Lands, Natural Resource Operations, and Rural Development**

Page 029 of 215 to/à Page 097 of 215

Withheld pursuant to/removed as

s.13

**From:** Campbell, Jocelyn WLRS:EX(Jocelyn.Campbell@gov.bc.ca)  
**To:** Doll, Cheryl O FOR:EX (Cheryl.Doll@gov.bc.ca)  
**To:** Doll, Cheryl O FOR:EX (Cheryl.Doll@gov.bc.ca)  
**Subject:** FW: FOR REVIEW Finn Creek Alternate Access  
**Sent:** 02/14/2020 17:20:43  
**Attachments:** s. 13

Good morning Cheryl;

As the Deputy Regional Manager of the Thompson-Okanagan Recreational Fisheries and Wildlife Programs, I approve this amended exemption under Section 7 of the Motor Vehicle Prohibition regulation.

Thank you,



**Bevan Ernst, MSc, RPBio**

**Regional Caribou Biologist**

Thompson Okanagan Region | Ecosystems Section

Phone (250) 371-6273 | Mobile (250) 318-6929

**Forests, Lands, Natural Resource Operations, and Rural Development**





SIGNATURE OF ISSUER		
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## APPENDIX A TERMS OF PERMIT

### Amendment #1-PERMIT KA17-262837

#### GENERAL CONDITIONS

1. The permit holder must comply with all laws applicable to the activities carried out under this permit.
2. No firearms or fishing gear is permitted in vehicles while operating in area closure.
3. No hunting or fishing may be conducted in conjunction with this permit.
4. Wildlife or wildlife parts may not be transported by motor vehicle under the authority of this permit.

#### REPORTING REQUIREMENTS:

5. Permit holder must contribute to the monitoring of compliance to the area boundaries and must record and report any non-compliance to the Conservation Officer Service via the RAPP line 1-877-952-7277.

#### GENERAL CONDITIONS

1. Permit holder must install information and boundary signs so that all riders have a clear indication of the access trail.
2. Permit holder must carry out maintenance of information/boundary signs as needed.
3. Permit holder must ensure that all riders using this trail are aware of the Wildlife Act Closure and the requirement to stay on the designated trail.
4. The permit holder must take all reasonable steps to ensure that public safety is not jeopardized and fish or wildlife habitat is not damaged by any action taken under authority of this permit.
5. The permit holder must ensure that any snowmobilers entering the area are aware of the potential for Caribou in the area and the potential risk to Caribou, the open area boundary and what to do if Caribou are encountered. Refer to the Snowmobile Guide for the Columbia and Rocky Mountains of British Columbia in regard to snowmobiling etiquette within or adjacent to caribou habitat.  
<http://www.snowmobile.gov.bc.ca/>
6. The permit holder must ensure that any activities carried out under this permit do not negatively impact Mountain Caribou. Negative impacts include disturbance (increased stress, increased movement, reduced opportunity for feeding, etc.), displacement to less suitable habitat, higher risk habitats etc., increased risk of predation or increased stress to Caribou.



## APPENDIX B ADVISORY

### Amendment #1-PERMIT KA17-262837

#### GENERAL

- It is the permit holder's responsibility to be aware of all applicable laws and the limits of this permit.
- The Province is not liable for any illness contracted through wildlife handling. It is the responsibility of the permit holder to inform themselves of possible health hazards, and to ensure that all reasonably necessary safety measures are undertaken.
- If applicable, the permit holder is responsible for renewing his or her own permit. The issuer is not obliged to send a reminder notice.

#### LEGISLATION

Here are some, but not all, relevant excerpts from the **Wildlife Act**:

##### **Damage to land set aside for wildlife**

7 (1) A person commits an offence if the person

- a) alters, destroys or damages wildlife habitat, or
- b) deposits on land or water a substance or manufactured product or by product

in a manner that is harmful to

- c) wildlife, or
- d) wildlife habitat

in a wildlife management area, except as permitted under section 4 (4) or by the regulations or a permit.

##### **Documents not transferable**

81 Except as authorized by regulation or as otherwise provided under this Act, a licence, permit or limited entry hunting authorization is not transferable, and a person commits an offence if the person

- a) allows his or her licence, permit or limited entry hunting authorization to be used by another person, or
- b) uses another person's licence, permit or limited entry hunting authorization.

##### **Failure to pay fine**

85 (1) This section applies if a person

- (a) fails to pay, within the time required by law, a fine imposed as a result of the person's conviction for an offence under this Act or the *Firearm Act*, and
- (b) has been served with notice of this section.

(2) In the circumstances referred to in subsection (1),

- (a) the person's right to apply for or obtain a licence, permit or limited entry hunting authorization under this Act is suspended immediately and automatically on the failure to pay the fine,
- (b) all licences, permits and limited entry hunting authorizations issued to that person under this Act are cancelled immediately and automatically on the failure to pay the fine,
- (b.1) the person must not apply for employment as an assistant guide,
- (b.2) the person must not guide as an assistant guide, and
- (c) the person commits an offence if, before that fine is paid, the person
  - (i) applies for, or in any way obtains, a licence, permit or limited entry hunting authorization under this Act,

- (ii) does anything for which a licence, permit or limited entry hunting authorization under this Act is required,
- (iii) applies for employment as an assistant guide, or
- (iv) guides as an assistant guide.

#### **Production of licence or permit**

**97** If a person who is required to hold a licence, permit or limited entry hunting authorization issued under this Act

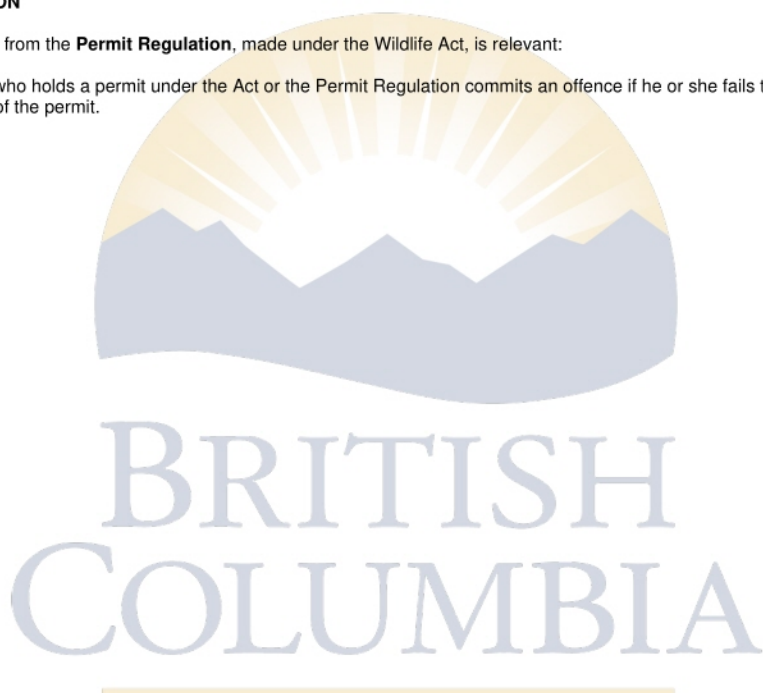
- a) fails to produce it for inspection to an officer on request, or
- b) fails or refuses to state his or her name and address to an officer on request,

the person commits an offence.

#### **REGULATION**

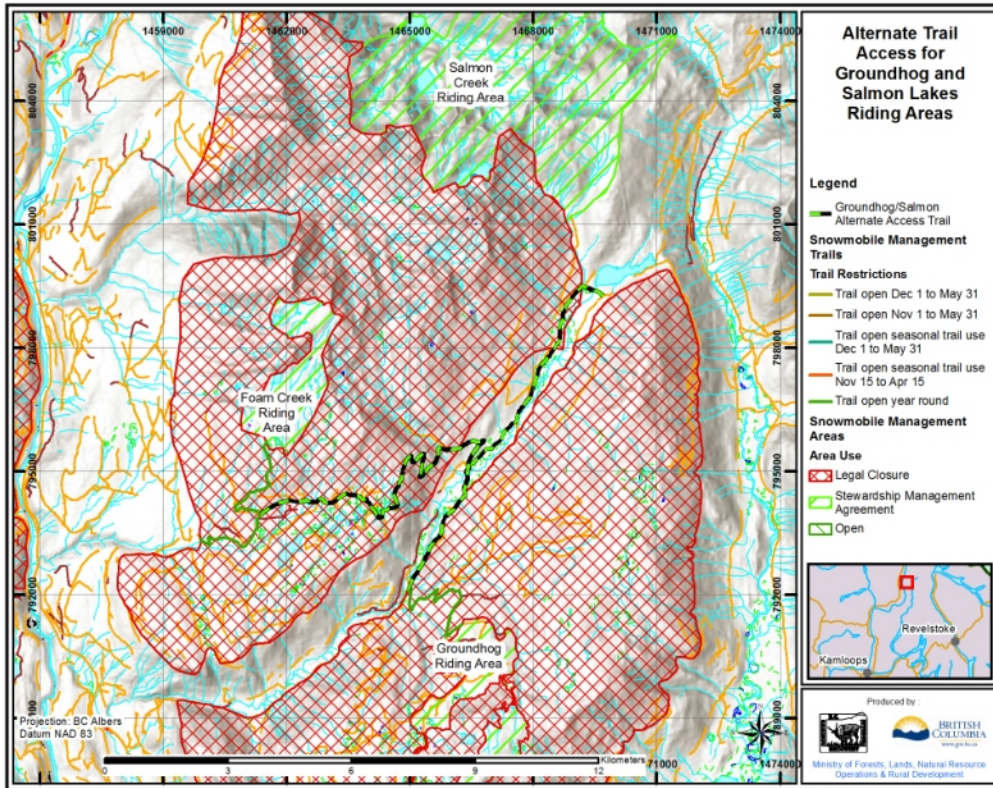
This excerpt from the **Permit Regulation**, made under the Wildlife Act, is relevant:

**8** A person who holds a permit under the Act or the Permit Regulation commits an offence if he or she fails to comply with a term of the permit.



## APPENDIX C

### Amendment #1-PERMIT KA17-262837



Deleted:







Recreation Sites  
and Trails BC

Administrative Use Only:

Agreement # PA(CY)DR#-XX	PA17DHW 05
District	Headwaters
ORCs file#	16660-27/BRPP
Expiration Date	October 31/2021

## RECREATION SITES AND TRAILS BC PARTNERSHIP AGREEMENT

**THIS AGREEMENT**, dated for reference this **28th** day of **October, 2016**, is

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**,  
represented by the Minister responsible for the *Forest and Range Practices Act*  
at the following address:

**Headwaters District**

Clearwater Field Office  
687 Yellowhead Hwy.  
Clearwater, B.C. V0E 1N2  
sandy.mackenzie@gov.bc.ca  
Phone Number: (250) 587- 6720 FAX Number: (250) 587-6790

**the “Province”**

**AND:**

**Blue River Powder Packers**, a society registered under the *Society Act*  
(Incorporation No. S 56614), having its registered office at:

s. 22

Albert Venor- President: Phone number: 250-674-8311

Email: s. 22

**the “Agreement Holder”**

both of whom are sometimes referred to as “the Parties” and each of whom is a “Party” to this Agreement.

Whereas the Province owns the land subject to this Agreement and wishes to have the land managed and maintained for the purpose of recreational and/or conservation activities;

And Whereas the Province wishes to encourage groups and individuals having an interest in undertaking the management and maintenance required to provide conditions which are conducive to enhancing public recreational and/or conservation activities in the Agreement Area;

And Whereas the Agreement Holder confirms that it has the skills necessary to ensure the requirements of this Agreement can be performed in the Agreement Area in a diligent and timely manner and fully adopts the related recreation and/or conservation objectives set for the Agreement Area by the Province and contained within this Agreement and confirms that those objectives are consistent with those of the Agreement Holder;

Therefore, in consideration of the mutual exchange of benefits resulting from this Agreement, the Province and the Agreement Holder agree as follows:

## **ARTICLE I - SERVICES AGREEMENT**

- 1.01 The Province engages the Agreement Holder to provide management and maintenance services as set out in Schedule B to this Agreement (the "Services") in the Agreement Area. The Agreement Holder will provide all Services without financial remuneration from the Province.
- 1.02 The Agreement Holder will perform the Services to the best of its ability in workman like manner using qualified personnel and will provide all labour and related coordination and supervision and subject to 1.09, all tools, equipment, materials and supplies required to do the work in accordance with the requirements of this Agreement and the operational requirements laid out in the Schedules, as listed in Article 12.01.
- 1.03 The Agreement Area is the land outlined on the map in bold black line and/or described in Schedule A and all structures and other addresses/specified locations listed in Schedule A, except land and structures that are excluded in notations made on the maps and Schedule A.
- 1.04 The Province authorizes the Agreement Holder to enter the Agreement Area for the purposes of this Agreement but nothing in this Agreement grants to the Agreement Holder the exclusive use and occupancy of the Agreement Area. Existing conditions and land uses of Province lands within or in the vicinity of the Agreement Area are subject to change including the status of roads, visual landscape conditions and the location and status of existing and new resource tenures.
- 1.05 Nothing in the Agreement constitutes the Agreement Holder as the agent, joint venturer, or partner of the Province or conveys any authority or power for the Agreement Holder to bind the Province in any way.

- 1.06 Nothing in the Agreement inhibits the Province from conducting its mandate on the Agreement Area, including the right to reserve for its own purpose and to grant dispositions of the land within the Agreement Area, or any part of it. The Agreement Holder may be afforded an opportunity to comment on management issues.
- 1.07 The obligations of the Agreement Holder under this Agreement are subject to other rights of use and occupation granted by the Province, and the Agreement Holder must not interfere with the exercise of those rights by any other person.
- 1.08 The Agreement Holder shall not, assign, transfer or subcontract its obligations under this Agreement without the prior written consent of the Province. This does not limit the Agreement Holder's right to perform services under this Agreement using their employees or registered volunteers.
- 1.09 The Province is under no obligation to provide management assistance, support services, patrols, or conduct inspections during the term of this Agreement. At its sole discretion, the Province may contribute certain raw materials, supplies, access to tools, or reimburse the Agreement Holder for incidental expenses but is under no obligation to do so at any time under this Agreement.
- 1.10 Nothing in this Agreement constitutes a grant of any right to use the Agreement Area for any purpose other than as set out in the Schedules.

## **ARTICLE II—DURATION AND MODIFICATION**

- 2.01 The duration of this Agreement is for a term of 5 years commencing on November 1, 2016 and ending on October 31, 2021 inclusive.
- 2.02 The Agreement may not be modified except by a subsequent agreement in writing between the Parties.
- 2.03 Nothing in this Agreement will be considered to have been waived by the Province unless such a waiver is in writing.
- 2.04 Either Party may cancel this Agreement by giving 60 days prior written notice to the other Party. Upon receiving cancellation notice, the party receiving the cancellation notice will have the opportunity to be heard by the party serving the cancellation notice and the Parties will use their best efforts to conclude the opportunity to be heard within the 60 day period.
- 2.05 Subject to 2.03, not later than 6 months prior to the expiry date of the Agreement, the Province will make a written offer to the Agreement Holder setting out the conditions upon which the Province may renew this Agreement.
- 2.06 The Agreement Holder shall have a period of 3 months from receipt of the renewal offer to accept in writing, the renewal offer on the terms and conditions contained in such offer, provided the Agreement Holder is in compliance with the terms and conditions of this agreement at that time.



- 2.07 Notwithstanding anything to the contrary in this Agreement, the Province, in its sole discretion, may elect to not make a renewal offer to the Agreement Holder.

### **ARTICLE III—REPRESENTATION OF THE AGREEMENT HOLDER**

3.01 The Agreement Holder warrants and represents to the Province that:

- (a) it has the legal capacity to enter into the Agreement and to carry out its obligations under this Agreement, all of which have been duly and validly authorized by all necessary corporate proceedings, if required;
- (b) to the best of its knowledge, it is not in breach of any statute, regulation or by-law applicable to it or its operations;
- (c) it will not be in breach of any legal restriction by entering into this Agreement and performing the services required under it; and
- (d) to the best of its knowledge, it holds all permits, licences, consents and authorities issued by any federal, provincial, regional or municipal government or an agency of any of them, that are necessary in connection with the Services.

3.02 The Agreement Holder acknowledges and agrees that:

- (a) it has inspected the Agreement Area, including Provincial improvements;
- (b) access to the Agreement Area is not guaranteed by the Province; and
- (c) it will comply with all applicable municipal, provincial and federal legislation and regulations. Nothing in this Agreement, and no inspection performed by the Province in relation to this Agreement, constitutes an inspection for the purposes of any such enactment.
- (d) it is solely responsible for any applicable employee labour costs including statutory contributions.
- (e) when the Agreement Holder hires a worker, or contracts with an employer, the Agreement Holder shall observe and enforce all safety measures required by the Workers Compensation Act of British Columbia, attendant regulations, and all applicable statutes.
- (f) in the event that the Province creates a multiple employer workplace as defined in the Workers Compensation Act Section 118 (1) through contracting employers for its purposes in the Agreement Holder's area, the Province shall be Prime Contractor (or designate a Prime Contractor) for that workplace. The Province shall inform the Agreement Holder in writing of the project scope and duration during which time Province (or designate) shall be Prime Contractor for the workplace.

The Agreement Holder accepts the role of Prime Contractor if it employs workers and/or engages contractors creating a multiple

employer workplace under the Workers Compensation Act, and must fulfil the obligations required of a prime contractor under the Worker's Compensation Act, Section 118 and the Occupational Health and Safety Regulation.

The Agreement holder may relinquish its role as Prime Contractor provided that it be done in writing as per the Workers Compensation Act Section 118 (1)(a) and copy is forwarded to the Province.

#### **ARTICLE IV—INDEMNITY AND WAIVER**

4.01 The Agreement Holder 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 arising:

- (a) directly from the on-site performance of the Services during the Term of this Agreement by the Agreement Holder, its employees, members, volunteers, and subcontractors,
- (b) from breach of the obligations of this Agreement by the Agreement Holder, or
- (c) the wilful misconduct, gross negligence or the bad faith actions of the Agreement Holder, its employees, members, volunteers and subcontractors,

except to the extent that any such loss or claim is caused or contributed to by the negligence of the Province.

4.02 The Province hereby releases and waives its rights of recourse against the Agreement Holder for all losses, claims, damages, actions, costs and expenses that the Province may sustain, incur, suffer or be put to at any time, either during or following this Agreement :

- (a) for amounts exceeding the amount of collectable insurance available to the Agreement Holder with respect to indemnified matters covered by 4.01(a) above; or
- (b) respecting damage to the property in the Agreement Area owned by the Province directly caused by the Agreement Holder, its employees, members, volunteers and subcontractors in the performance of the Services

unless any such loss, claim, damage, action, costs or expenses are caused or contributed to by the gross negligence, bad faith actions or wilful misconduct of the Agreement Holder, its employees, members, volunteers and subcontractors, or if the Agreement Holder was in breach of its obligations under this Agreement, including breach of section 4.03, or was caused by any activity by the Agreement Holder outside the scope of this Agreement.

4.03 The Agreement Holder will exercise due diligence and all reasonable care to prevent damage to, or loss of any property in the Agreement Area. On the occurrence of

damage or loss to property, the Agreement Holder will immediately take appropriate action to mitigate or prevent further damage or loss and immediately notify the Province so the Province can provide direction as to remedial measures to be undertaken. The Agreement Holder will comply with any directions given by the Province under this paragraph 4.03 in a timely manner.

## **ARTICLE V—INSURANCE**

- 5.01 The Agreement Holder and the Province will comply with the insurance requirements set out in Schedule C.

## **ARTICLE VI—RECORDS MANAGEMENT & INSPECTION**

- 6.01 The Agreement Holder is responsible for the safety of its registered volunteers at all times. The Agreement Holder must keep records of its registered volunteers and volunteer activities as set out in Schedule B, including proof of certification and training required to perform activities where applicable. Records must be kept for 7 years following the termination of this Agreement.
- 6.02 The Province may conduct inspections or audits during the term of this Agreement pertaining to the Agreement Holder's performance or obligations under this Agreement. The Province will advise the Agreement Holder in writing or verbally followed up in writing of any conditions requiring correction to meet the terms and conditions of this Agreement, and include a reasonable time period to comply.
- 6.03 The Agreement Holder will comply with requirements of the Province under this section in a timely manner.

## **ARTICLE VII—DISPOSITION OF IMPROVEMENTS**

- 7.01 All structures other than the Agreement Holder's structures listed in Schedule G, subject to paragraph 7.03, be and remain vested in the Province absolutely.
- 7.02 On the termination of this Agreement, the Agreement Holder may within one year of the date of such termination, remove any or all of the Agreement Holder's structures and must do so if required in writing by the Province, and leave the Agreement Area in a safe and clean condition to the satisfaction of the Province, and the Agreement Holder is authorized to enter and cross Crown land in order to have reasonable access to the Agreement Area for the sole purpose of such removal.
- 7.03 All structures not removed by the Agreement Holder pursuant to paragraph 7.02 within one year of termination of the Agreement, become the property of the Province and the Agreement Holder releases the Province from any claims of ownership with respect to the property.
- 7.04 Subject to the operational requirements set out in the Schedules, the Agreement Holder acknowledges that all improvements on Provincial land are for general public usage and not for the exclusive use of the Agreement Holder.



## **ARTICLE VIII—MISCELLANEOUS TERMS AND CONDITIONS**

- 8.01 Any notice or document required to be given under this Agreement shall be conclusively deemed to be validly given or delivered to and received by the Parties:
- (a) if hand delivered, including by bonded courier, to a Party at the address specified in this Agreement, as amended from time to time, on the date of that personal delivery; or
  - (b) if mailed, on the third business day after the mailing of the same by prepaid post to the addresses specified in this Agreement, as amended from time to time; or
  - (c) if sent by facsimile transmission, when transmitted, only if transmitted to the facsimile machine numbers specified in this Agreement, as amended from time to time. The onus of proving transmission and valid delivery lies with the transmitting Party, by copy of a facsimile transmission confirmation to the appropriate fax number.
  - (d) if sent by email as of the time of verified reception to an email address specified in this Agreement, as amended from time to time. The onus of proving reception lies with the mailing Party, by copy of an email confirmation to the appropriate email address.
- 8.02 The documents to be submitted by the Agreement Holder to the Province are set out in *Schedule E, Annual Reporting* attached to this Agreement, become the property of the Province, and as such, may be subject to the disclosure provisions of the *Freedom of Information and Protection of Privacy Act*.
- 8.03 If this Agreement is with a Band (or First Nation), the Agreement Holder is advised that nothing in this Agreement addresses aboriginal rights or aboriginal title, limits the positions that the parties may take in treaty negotiations or litigation pertaining to aboriginal rights or title, nor affects the legal relationship between the Government of British Columbia and the Agreement Holder other than with respect to the matters that are the subject of this Agreement.

## **ARTICLE IX—FEES**

- 9.01 If the Agreement Holder is entitled to collect User Fees on its own behalf under this Agreement, the Agreement Holder will comply with the User Fee Schedule attached as Schedule D to this Agreement.
- 9.02 Upon reasonable notice and at reasonable times, the Province may inspect and take copies of and cause an audit to be undertaken of the books and records of the Agreement Holder as they pertain to total fee revenue collected under this Agreement.
- 9.03 All books and records referred to in 9.02 are to be retained by the Agreement Holder for a period of 7 years from the end of the calendar year to which they pertain.

## **ARTICLE X—INTERPRETATION**

- 10.01 In this Agreement, unless the Agreement otherwise requires, the singular includes the plural and the masculine includes the feminine, corporation and body politic.

- 10.02 The captions and headings contained in the Agreement 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 the Agreement.
- 10.03 In this Agreement, 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 Agreement otherwise requires, all statutes referred to in this Agreement are enactments of the Province of British Columbia.
- 10.04 If any part of this Agreement is found to be illegal or unenforceable, that part will be considered separate and the remaining parts will be enforceable to the fullest extent permitted by law.
- 10.05 Those parts which survive the termination or expiration of this Agreement are Articles I (1.05 only), IV, VII and IX (9.02 and 9.03 only).

#### **ARTICLE XI—DESIGNATED CONTACT**

- 11.01 Each Party will nominate a primary contact as set out in the Schedules for communicating all matters dealing with this Agreement.

#### **ARTICLE XII—SCHEDULES**

- 12.01 The Schedules to this Agreement form part of this Agreement. In the event of a conflict between the main body of this Agreement and a Schedule, the main body of this Agreement shall prevail. This Agreement includes the following Schedules:

Schedule	Title
A	Agreement Area
B	Services & Special Provisions
C	Insurance
D	User Fees
E	Annual Reporting
F	Operational Standards
G	Province and Agreement Holder Structures
H	Operating Plan
Appendices	

This Agreement may be executed by the Parties on separate copies of the Agreement which becomes complete and binding upon the latter of the two executions.

IN WITNESS WHEREOF the Parties have duly executed this Agreement as of the day and year last written below.

Signed and Delivered on behalf of the Province by a duly authorized representative of the Province.

Sandy MacKenzie

District Recreation Officer

\_\_\_\_\_  
**Duly authorized representative name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

Signed and Delivered on behalf of the Agreement Holder by a duly authorized representative of the Agreement Holder.

Albert Venor

President BRPP

\_\_\_\_\_  
**Duly authorized representative name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**



Recreation Sites  
and Trails BC

## Schedule A

### Agreement Area

Attachment to the Agreement with **BLUE RIVER POWDER PACKERS** for Partnership Agreement No. **PA17DHW 05**

#### Recreation Project No.(s) included in this Agreement:

**REC 98465**    Groundhog Snowmobile Trail

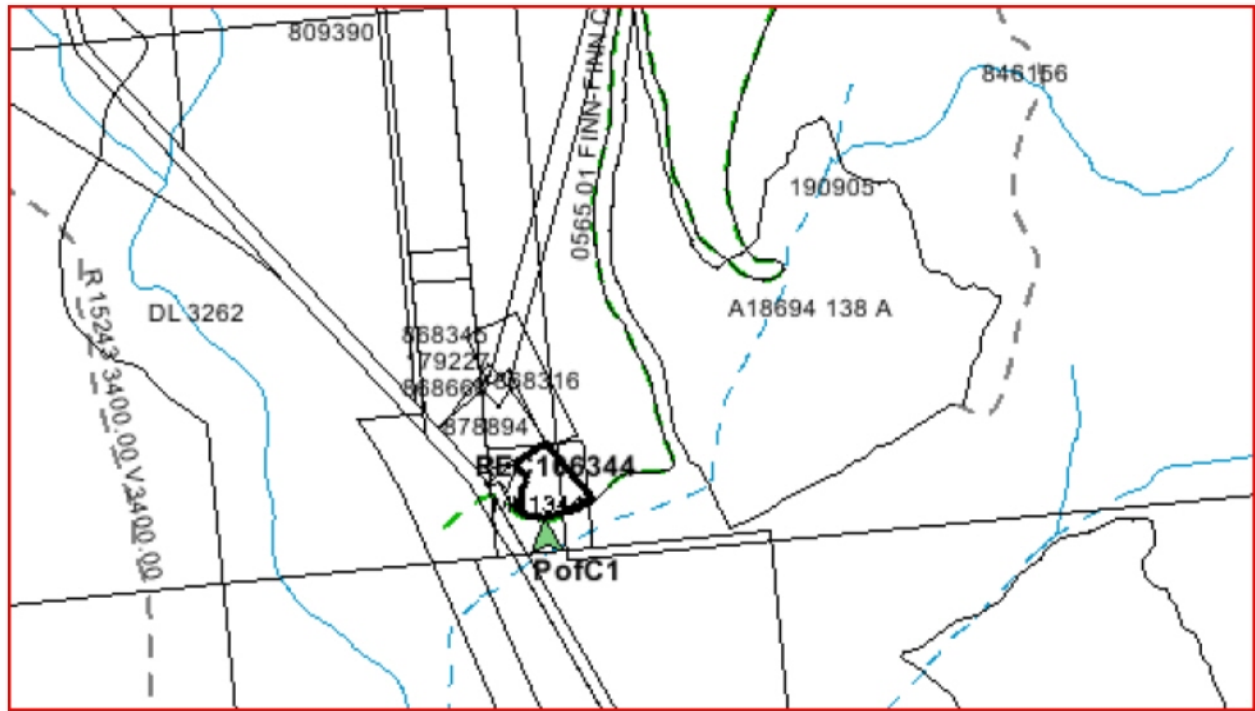
**REC 106344**    Finn Creek Parking Lot

#### Agreement Area Description

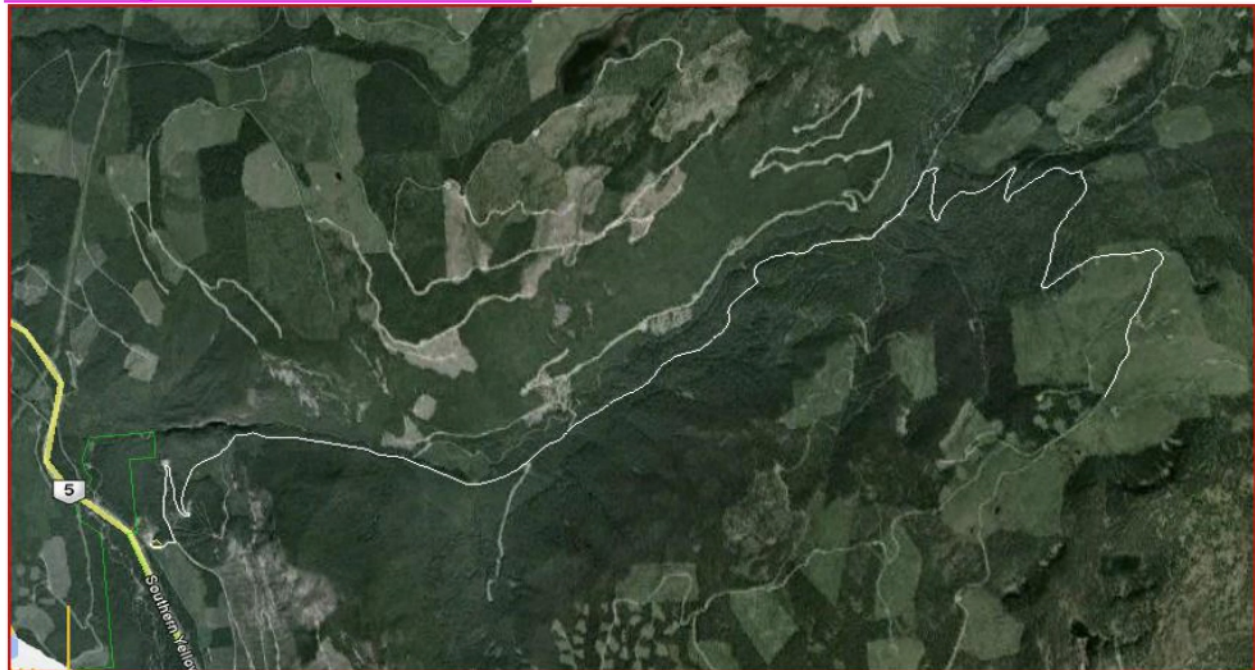
The Agreement area includes the Groundhog Snowmobile Trail and Finn Creek Parking lot area and associated facilities.



Finn Creek Parking Area Rec 106344



Groundhog Snowmobile Trail REC98465





## Schedule B

### Services & Special Provisions

Attachment to the Agreement with **Blue River Powder Packers** for Partnership Agreement No. **PA17DHW 05**

#### 1. Purpose & Operating Season

This Agreement is issued to the Agreement Holder for *providing maintenance and management of Groundhog snowmobile trail and Finn Creek parking area.*

The Operating Season for this Agreement is *November 1 to May 31*

#### 2. Agreement Holder Designated Representative

The Agreement Holder designates the following representative to be responsible for liaising between the Province and the Agreement Holder:

Name: Albert Venor  
Address: s. 22  
Telephone: 250-674-8311  
Email: s. 22

#### 3. Province Designated Representative(s):

The Province designates the following representative to be responsible for liaising between the Province and the Agreement Holder:

Name: Sandy MacKenzie  
Title: District Recreation Officer  
Address: Clearwater Field Office, 687 Yellowhead Hwy. Clearwater BC,  
VOE 1N2  
Telephone: (250) 587-6720  
Email: [sandy.mackenzie@gov.bc.ca](mailto:sandy.mackenzie@gov.bc.ca)

#### 4. Services

In accordance with this Agreement, and as more specifically set out in schedules attached to this Agreement, the Agreement Holder will perform the Services set out below in the Agreement Area. The Agreement Holder must obtain the written approval of the Province (which approval will not be unreasonably withheld) for any modifications to the Services or to the current approved Annual Operating Plan.

### **Trail & Facility Work**

- Install approved signage and trail markers.
- Use hand tools to maintain and restore trails, facilities and/or campgrounds (e.g. rake, shovel, hammer, etc.).
- Use power tools to maintain, construct and restore trails facilities and or campgrounds;
- Fall trees;
- Use machinery to construct, maintain or restore trails, facilities and/or campgrounds.
- Groom trails and set tracks
- Travel using motorized and non-motorized means to monitor, plan, construct, restore and maintain trails and to transport materials.

### **Public Services/Outreach**

- Monitor visitor use (counting visitors and recording their activities).
- Public outreach including providing general information to visitors.
- Host non-competitive public events in parks and recreation facilities.
- Record photographs and/or videos
- Park and recreation facility Condition Reporting
- Monitor snow depth and conditions;
- Observe and take photographs to report back to staff on trail, facility, general conditions.

## **5. Record Keeping**

The Agreement Holder will keep accurate records of all of its personnel (employees and volunteers) including name, address, date of birth, qualifications, the dates the person started and stopped performing work for the Agreement Holder and, as a condition of insurance, keep records of the specific dates that each individual performed Services under this Agreement.

A formalized volunteer agreement is recommended between the Agreement Holder and any individual volunteers that are not employees or members of the Agreement Holder organization. The agreement should set out the roles and responsibilities of each party, describe the approved activities, and record the training, certification or training requirements of the individual.

If a volunteer is already insured to operate motorized equipment used to carry out the Services (e.g. ICBC for vehicles), volunteers must disclose insurance coverage before project commences.

Any of the records required to be kept under this section may be audited by the Province per section 6.02 of the Partnership Agreement or by an insurer providing insurance arranged by the Province under this Agreement.

## **6. Certification, Training and Qualifications**

The minimum licensing, certification, training and qualifications for individuals performing related activities are as follows. The Agreement Holder must obtain or witness proof of compliance before permitting an individual to perform related Services:

1. Power Tools and other machinery: (e.g. skill saw, brush cutters, lawn mowers) must show competency with power tools that will be used to perform the Services. Operators must have sufficient training and/or expertise in operation of equipment being used.
2. Chain Saws: Operator must show proof of BC Forest Safety Council's Basic Chainsaw Operator Training course or equivalent qualification.
3. Tree Falling: Must be certified at the appropriate faller level by BC Forest Safety Council and must adhere to the Province's Hand Falling Activities Guidelines [http://gwww.nro.gov.bc.ca/home/safety/directives\\_procedures/guideline\\_for\\_hand\\_falling.pdf](http://gwww.nro.gov.bc.ca/home/safety/directives_procedures/guideline_for_hand_falling.pdf)
4. Snowmobile: operator must have sufficient training and/or expertise in operation of equipment being used.
5. ATV: operator must have sufficient training and/or expertise in operation of equipment being used.
6. Snow Monitoring: must be certified in Avalanche Skills Training Course Level 1 or higher.

## **7. Accidents and Incidents**

The Agreement Holder will report to the Province any serious accident or safety concerns reported to the Agreement Holder or involving an employee or volunteer to the Agreement Holder or which the Agreement Holder discovers involving or regarding trails and structures within the Agreement Area.





## Schedule C Insurance

Attachment to the Agreement with **BLUE RIVER POWDER PACKERS** for Partnership Agreement No. **PA17DHW 05**.

- A. Unless the Agreement Holder is a local government, a government corporation, a board of education, a public post secondary institution, or similar public sector entity:
1. On behalf of the Agreement Holder, the Province will purchase and maintain General Liability insurance in the amount of \$2,000,000 inclusive per occurrence against claims by third parties for bodily injury and property damage arising out of the performance of the Services set out in this Agreement. The Province will obligate the insurer's managing broker to provide the Agreement Holder with a Certificate of Insurance and a copy of the policy wording.
  2. On behalf of the Agreement Holder, the Province will purchase and maintain on behalf of the registered volunteers to the Agreement Holder Accidental Death and Dismemberment insurance with a principal sum of \$40,000 covering injury to registered volunteers under the age of 85 while performing the Services set out in this Agreement. The Province will provide information about this policy to the Agreement Holder.
  3. As a condition of the insurance provided by the Province, the Agreement Holder must provide annual underwriting information to the Province in the format and at time(s) required by the insurers.
  4. The Province will take reasonable steps to ensure the coverage specified in sections (a) and (b) is continuous for the duration of this Agreement. The Province will not be responsible for providing coverage in the event the insurance is cancelled or reduced by the insurers.
  5. The Province does not represent or warrant that the insurance purchased by the Province covers any and all losses. The Agreement Holder is responsible for ascertaining the nature and extent of coverage as well as the terms and conditions of the policies. No term or condition of this Agreement amends, extends or alters the coverage afforded by the insurance policies.
- B. The Agreement Holder will provide, maintain, and pay for any additional insurance which the Agreement Holder is required by law to carry or which the Agreement Holder considers necessary to cover risks not otherwise covered by insurance specified in this

Schedule. The Agreement Holder waives all rights of recourse against the Province and releases the Province from all liability for any losses or damage to any property owned by the Agreement Holder including the Agreement Holder's structures, improvements and equipment in the Agreement Area regardless of whether the Agreement Holder purchased property insurance.



## Schedule D

### User Fees

Partnership Agreement No. **PA17DHW 05**

#### USER FEE COLLECTION

1. In accordance with section 22(6) of the Forest Recreation Regulation, the Agreement Holder is authorized to act as a recreation site or trail operator and permitted to collect user fees based upon the following conditions:
  - a. Fees are only permitted to be collected for those sites and/or trails and for the amounts as determined by the Regional Manager.
  - b. The Regional Manager must be satisfied that the provision of service on the recreation site or trail justifies a fee and then determines the user fee. Any changes to the user fee structure will require a written determination by the Regional Manager.
  - c. All funds raised through the collection of user fees must be entirely applied to expenses incurred by the Agreement Holder for the provision of the service(s) on the Agreement Area for the direct benefit of those paying the user fee.

#### FEE COLLECTION RESPONSIBILITIES

1. As the campground or trail operator, the Agreement Holder will be responsible for all monies collected.
2. The fee collection procedure will be left to the discretion of the Agreement Holder.

#### RECORD KEEPING/ REPORTING

1. The Agreement Holder will provide a copy of the “statement of income and expenditure” to the province’s designated contact, which will show:
  - a) A statement of gross revenues from user fees for that operating season.
  - b) A statement of all expenditures for which user fees were applied.
  - c) If a society or company, an updated list of officers and or directors, showing function’s and contact information.
  - d) Contact name, phone number, email & fax.
  - e) Works completed in the previous (last) season.
  - f) Numbers and types of users.
2. Financial records must be kept for audit purposes and be available for review upon request by the District Recreation Officer, including any receipt validation.
3. This report must be submitted on an annual basis on or prior to a date agreed to with the province’s designated contact.



## Schedule E

### Annual Reporting

Attachment to the Agreement with **BLUE RIVER POWDER PACKERS** for Partnership Agreement No. **PA17DHW 05**

Each year, the following will be submitted to the District Recreation Officer by the dates indicated.

#### 1. Partnership Engagement Agreement Summary

Submit this form to the ministry contact person no later than 2 weeks after the end of your Operating season but in any event no later than **November 30 of each year**. The Agreement Holder will complete and submit to the Province the *Partnership Engagement Agreement Summary*<sup>1</sup> form provided by the Province, providing aggregate information for the previous calendar year for underwriting and statistical purposes.

#### 2. Annual Report

By **November 30** each year, the Agreement Holder must submit to the Province an electronic report summarizing the Services completed during the previous year and if a club or a society, submit a list of current directors with their position and contact information.

#### 3. Annual Revenue and Expenses Report

If fees are collected as authorized by a fee determination letter and according to Schedule D of this agreement, the Agreement Holder will submit a 'statement of income and expenditure' as more specifically described in Schedule D.

#### 4. Operating Plan

- a) Not later than **November 1** the Agreement Holder must submit to the Province, for its written approval, an Operating Plan for the upcoming Operating Season which will at a minimum:
  - i. describe in detail the Agreement Holder's key personnel and describe their duties and responsibilities;
  - ii. describe and prioritize Services the Agreement Holder will complete during the Operating Season;



- iii. describe the Agreement Holder's Safety Plan for delivering the above listed Services including hazard abatement, public safety considerations, closures, and accident and emergency management; and,
- b) Upon receipt of an Operating Plan, the Province will review the plan and if the Operating Plan is not acceptable to the Province, the Province will notify the Agreement Holder of any necessary amendments.
- c) After receiving notification by the Province, the Agreement Holder will make all necessary amendments and resubmit the Operating Plan to the Province;
- d) If the current Operating Plan expires before the parties have reached agreement on a new Operating Plan, the currently approved plan shall be deemed extended until the new plan is approved.



## Schedule F

### Operational Standards

#### Snowmobile Trail

Partnership Agreement No. PA17DHW 05

## 1. SNOWMOBILE TRAIL MAINTENANCE

Trail maintenance is carried out to:

- Provide user safety.
- Protect the environment.
- Provide user access and convenience.
- Protect investments.

### 1.1 Trail Maintenance Priorities

- a) Safety considerations should *always* be the first priority. Unsafe conditions should be corrected or normal use restricted.
- b) Environmental and trail damage should be corrected and actions taken to prevent further damage.
- c) User convenience should be considered.

### 1.2 Pre-Season Trail Maintenance

- a) **Signs**—all signs will be checked prior to the season of operation to ensure they are in place and visible and any additional signs required to meet the objectives of this Agreement should be installed. Conduct minor repairs and stain/paint trail signs as required.
- b) **Deadfall**—on a priority basis cut out blowdown/deadfall over the trail, remove wood a minimum of 2.5 metres from the trail centre and dispose downhill when possible.
- c) **Brushing**—on a priority basis remove all juvenile trees and woody brush for 3.0 metres on either side of trail centre. Scatter the cut material out of sight of the trail.
- d) **Erosion control**—clean-out and repair any existing water bars and ditches as necessary to drain water away from the trail and prevent erosion.
- e) **Route marking**—mark obscure routes with flagging or delineating tags as required.
- f) **Litter cleanup**—remove litter and garbage at the trailhead and along the trail.
- g) **Limbing**—remove tree limbs to allow 3.0 metres of overhead clearance above maximum snow depth, with a minimum 6.0 metres total clearance width. Scatter cut limbs a minimum of 1.0 metre from the trail edge, out of sight where possible. Ensure limbing cuts are clean, without scarring the main trunk of the tree.

### **1.3 Routine Trail Maintenance**

Routine trail maintenance should include:

a) Vegetation

- Brush clearing, including removal of hazardous branches.
- Windfall removal.
- Hazard tree identification (report to recreation officer).

b) Assessment of the following drainage structures for potential blockage:

- Culverts.
- Cross drains.
- Waterbars.
- Grade dips.
- Drainage ditches.

c) Inspection and monitoring of the following structures for signs of wear or disrepair:

- Bridges.
- Cribbing & retaining walls.
- Barriers and handrails.
- Shelters.

e) Signs

- Sign repair.
- Sign replacement.
- Cairn repair.
- Barricade or closure device repair.
- Trail marker replacement or additions.

## **2. TRAIL HAZARDS**

Repair or eliminate known trail hazards when possible. If a natural hazard becomes known to the Agreement Holder during routine maintenance visits, such as river/creek crossings, slides/washouts and hazard trees, the local forest district office must be advised. In addition, the Agreement Holder must make a reasonable effort to ensure users do not enter the trail head, if, in the Agreement Holder's opinion, the trail is unsafe due to existing or potential hazards.

## **3. SNOW PACKING**

When snow depths have accumulated to a satisfactory depth, the entire trail width will be packed, to provide and maintain a solid base for grooming. A firm, level base for grooming across the entire trail width will be maintained throughout the snowmobile season.

#### **4. SNOW GROOMING (General)**

- a) After the first packing, trails will be groomed, using a suitable type of tracked snow vehicle with appropriate grooming equipment, a minimum of once per week, regardless of new fallen snow.
- b) Preference will be given to ensure that the trails are freshly groomed for weekends and holidays.
- c) Trails to be groomed are delineated on the *Exhibit A maps or in the operating plan*. Snow will be groomed and conditioned to provide a relatively level trail surface that is firm enough to support snowmobiles.
  - A relatively level trail surface that is firm enough to support snowmobiling.
  - A minimum 3 metre wide groomed trail, where conditions permit.
  - Removal of moguls (maximum 30 cm difference between mounds and troughs).
  - Removal of snow drifts by cutting drifts to produce a level trail surface.
  - Rehabilitation or milling of the trail surface when it is greater than 1cm of ice.
- d) The Club will assess snow and weather conditions prior to and during snow grooming so that optimum conditions are provided for snowmobiling.

##### **4.1 Frequency of Grooming**

The objective of trail grooming is to provide trails in good condition for the enjoyment of paying users. The frequency of grooming is dependent upon effectively managing funds collected to maximize the amount of grooming possible.

##### **4.2 Record of Grooming**

A record of grooming will be maintained and this information will be visibly posted to inform snowmobilers.

##### **4.3 Clearing of Parking Lot**

The main parking areas will be cleared of snow as soon as possible after a snowfall when the depth of fresh snow inhibits 2WD access to the area (typically in excess of thirty (30) centimetres).

#### **5. MAINTENANCE AND MANAGEMENT OF HUTS AND CABINS**

- a) Maintenance of huts and cabins associated with the agreement area will include:
  - Thoroughly sweeping all inside and outside floors.
  - Ensure all exterior and interior areas are litter free.
  - Inspect stove and chimneys for damage or wear.
  - Ensure pertinent information about the operation of the cabin and associated trails, including fees for cabin or trail use, are clearly posted for the public.
- b) Management of huts and cabins associated with agreement area shall be:
  - used for non-profit recreational use and remain open to the public.



- available for other compatible recreational use in the area.
  - shall not be restricted for public use nor shall undue influence be extended to join a club.
- c) All toilet facilities will be serviced once weekly, during which the agreement holder will:
- Ensure shovelled, safe paths from more highly trammelled areas to the toilets are kept.
  - Carry out minor repairs such as replacement or installation of door hinges or latches, door adjustments, secure loose component parts.
  - Sweep or otherwise remove cobwebs, dust, dirt, etc., from all surfaces.
  - Thoroughly clean and sanitize seats and stems with a mixture of one (1) part cleaner to one hundred (100) parts water or as specified on product labels, and wipe both components dry to avoid spotting.
  - Stock toilets with two (2) rolls of toilet paper.

## **6. MAINTENANCE OF ASSOCIATED ROADS**

The agreement holder is responsible for damages incurred to the road system or any of the associated facilities as a result of agreement holder activities. The Province is responsible for damages incurred to the road system or any of the associated facilities, by natural causes that cannot be remedied by standard maintenance practices.



Recreation Sites  
and Trails BC

## **Schedule G**

### **Provincial and Agreement Holder Structures**

Attachment to the Agreement with **BLUE RIVER POWDER PACKERS** for Partnership Agreement No. **PA17DHW 05**

#### **List of Structures owned by the Province:**

**Finn Creek Parking Lot**

**Groundhog Snowmobile trail & associated trail signage**

**Avaluator Kiosks**

**Mountain Caribou Closure signage**

#### **List of Structures owned by the Agreement Holder:**

**Collection Booths (2)**

**Solar panels & batteries (2)**

**MR heater units (2)**

**Groomer Drag**

**Sponsors Thank-you Sign**

**Seasonal toilet facility in Finn Parking Area**



## Schedule H Operating Plan Groomed Trails

Attachment to the Agreement with **Blue River Powder Packers** for Partnership Agreement No. **PA17DHW 05**

An Operating Plan must be submitted to the Recreation Officer by November 1 of each year (or as otherwise pre-arranged with the Recreation Officer). Approval of the operating plan provides authority to conduct operations in the upcoming season.

### **Introduction**

- Date
- Club / Society identification, objectives, overview and intent of the operating plan
- Description of club versus society role
- Map, with legend, showing location of all facilities in agreement area covered by the operating plan
- Time period covered by operating plan
- Operating schedule (seasonal and daily)
- Contact person(s) (phone, fax, email)

### **Public Information**

- Where and how public information on the trail system can be obtained (e.g. brochure, web, phone, signs, Information Centre, maps, etc.)
- Closed areas
- Indicate any efforts being made to promote avalanche safety.

### **Safety Plan**

#### **Hazard Abatement**

- Identification of known hazards (e.g. hazard trees, avalanches) and how they will be dealt with

#### **Closures**

- If closures will occur within the agreement area , how they will be managed

## **Accident Management**

- Discuss what accidents could occur, where they could occur and how they will be dealt with. (E.g. location and type of safety equipment, location and type of first aid equipment, location of stretchers with blankets, avalanche rescue gear, cautionary signage, avalanche rescue process, presence / absence of members with First Aid training, patrols, who to call / contact in the event of an accident, etc.)

## **Standards**

### Trails

- Trail clearance widths (width r/w will be cleared to)
- Standards trail will be maintained to (packed width, track setting details)
- Type of equipment used
- Location of groomed and un-groomed / non track set trails
- Frequency of maintenance
- Frequency of trail inspection
- Trail difficulty
- Documentation / schedule of off season maintenance works that will be carried out to maintain r/w widths, danger trees, erosion control, etc)

### Facility Maintenance

- Maintenance standards for all structures, other than trails (e.g. bridges, toilets, cabins, shelters, tables, signs). This section to include disposal of solid waste, garbage and litter
- Frequency of inspection and maintenance schedule for all structures.
- Confirmation that certified wood burning appliances are installed consistent with the manufactures instructions. In the case of uncertified wood burning appliances, confirmation that the minimum clearances have been met.
- Location where firewood will be obtained.

### Signage

- Identification of type, location and standard of signs . Describe any signs and structures to be put in place other than those provided by government. Note all signs, posters and structures must be approved by the Recreation Officer as per Section 15 of the Forest Recreation Regulation prior to being put in place.

## **Proposed Works**

- This section to document works proposed during the term of the operating plan (e.g. location, standards, when, etc)
- By which process the Province is expected to approve the works (e.g. Agreement holder may have to carry out mapping and external referrals)



**Consideration of other resource values** (if applicable)

- This section to document how other resource values will be accommodated by the agreement holder. (E.g. forest licensee and licensed trapper use of the area, road permits, sensitive wildlife species, wildlife winter range, archaeological values, etc.)

**Fee Schedule** (if applicable)

- Indicate your fee structure for day passes, annual membership, commercial operators and snowmobile federation / association memberships.
- Note the maximum fee charged for a day pass must comply with Section 22 of the Forest Recreation Regulations and be approved by the Regional Recreation Officer.

**Special Events**

- Dates and descriptions of special events (both competitive and non competitive) that are scheduled over the course of the season. (Note this is a requirement under section 16 of the Forest Recreation Regulation.)

**List of Assets**

- Note addition or deletions of club assets from the asset schedule on your agreement.

**Volunteer versus Paid Effort**

- Describe how your club functions with respect to paid versus volunteer effort. Try to estimate the time spent by volunteers versus paid positions to meet club goals.

**Attachments**

- Include any attachments that may clarify items address above ex grooming maps, published safety plan, pictures of new signage etc.

**Appendix 1 Partnership Agreement Engagement Summary**

Name of Agreement Holder \_\_\_\_\_ Agreement number \_\_\_\_\_

Date Form Completed \_\_\_\_\_ Calendar Year \_\_\_\_\_

Submit this form to the ministry contact person no later than 2 weeks after than end of your Operating Season but in any even no later than January 15 of each year of your Partnership Agreement. This form is also required upon expiry or earlier termination of your Agreement. Information on this form is collected for the purpose of insurance underwriting and for volunteer engagement statistics.

Complete only the row that applies to your entity as accurately as possible based on the records you create and retain for your volunteers and employees. Services are only those Services set out in the Partnership Agreement and not any of your other activities.

Agreement Holder Type & Basis of Total Count	Total Count	Total number of individuals who performed Services during the previous calendar year	Of the total number of individuals who performed Services, how many were volunteers age 85 and older?	Of the total number of individuals who performed Services, how many were employees of the Agreement Holder?
Society: Total number of members				
First Nation: Total band members x 5%				
Company: Total number of individuals who perform Services				
Individual: Total number of individuals who perform Services				

I hereby confirm that the information contained in this Engagement Summary is true and correct as of the date this report was prepared.

Signed by and authorized representative of the Agreement Holder \_\_\_\_\_ Print Name \_\_\_\_\_



INDIVIDUAL VOLUNTEER SERVICES AGREEMENT

**VOLUNTEER PROJECT TITLE:** \_\_\_\_\_

**VOLUNTEER CONTACT DETAILS:**

NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

EMERGENCY CONTACT NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

**RECREATION SITES AND TRAILS BC (RSTBC) CONTACT DETAILS:**

NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**Agreement Initiation Date:** \_\_\_\_\_ **Termination Date:** \_\_\_\_\_

I hereby agree with Her Majesty the Queen in Right of the Province of British Columbia, represented by the Minister of Forests, Lands and Natural Resource Operations (the “Province”), to provide the following services on a voluntary basis:

Activity	Dates (From)	Dates (To)
<list as many as necessary>		

I have sufficient skills, and am able to and agree to perform the subject volunteer services to the best of my ability and to fulfill time and duty commitments as required, or to provide adequate notice so that alternate arrangements can be made.

I agree to disclose to the Province any interest I have that might be construed as being in real, potential, or apparent conflict with the Province’s interest, responsibilities and duties in the project for which I am providing the volunteer services.

I agree that in providing services under this Agreement I will not be an Employee or Agent of the Province, and I am not entitled to and do not expect any salary, wages, or other benefits for services provided. I agree that I will be providing services under the direction of the RSTBC contact named above and I will comply with the Province’s rules and procedures regarding volunteer services and the project that I am providing volunteer services for.

I agree that I will at all times maintain the confidentiality of information received in the course of my services under this Agreement.

I agree that all material, equipment and other goods provided by the Province for my use under this Agreement (other than expendable materials) will be returned to the Province on completion of the services or as required, in the same condition as when received, reasonable wear and tear excepted. If any such material, equipment or other goods are damaged during the course of my volunteer activities I will report such damage, and return the damaged item as soon as possible, to the RSTBC contact.

I understand that for the performance of my duties under this Agreement I will be covered by the Province's Volunteer General Liability Insurance (which shall be excess over any other valid and collectable insurance available to me) for bodily injury or property damage I cause to others and by the Province's Volunteer Accidental Death and Dismemberment Insurance for injuries I may sustain myself, subject to the terms and conditions of each policy in force at the time of the loss.

I hereby authorize the Province, if applicable, to conduct a Criminal Records check and/or security screening in accordance with the Province's Security Screening Policy.<sup>2</sup>

I have read and understand all of the information in this document and agree to conduct my activities in accordance with its contents.

VOLUNTEER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

WITNESS NAME: \_\_\_\_\_

WITNESS SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PROVINCE'S REPRESENTATIVE SIGNATURE<sup>3</sup>: \_\_\_\_\_

DATE: \_\_\_\_\_

WITNESS NAME: \_\_\_\_\_

WITNESS SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

CRIMINAL RECORD CHECK REQUIRED? YES NO

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<sup>2</sup> Found here: [http://www.bcpublicserviceagency.gov.bc.ca/policy/HR\\_policy/14\\_Security\\_Screening.htm](http://www.bcpublicserviceagency.gov.bc.ca/policy/HR_policy/14_Security_Screening.htm).

<sup>3</sup> Must be signed by the RSTBC contact listed at the top of this agreement.





Recreation Sites and Trails BC - Headwaters District  
**INCIDENT REPORT**

Date Reported: \_\_\_\_\_ Reported By: \_\_\_\_\_  
Reported to: \_\_\_\_\_  
\_\_\_\_\_  
(job title)

Other People Contacted: (Site/Trail Operator, RSTBC, FLNRO C&E, RCMP) (if RCMP, include file #)  
\_\_\_\_\_  
\_\_\_\_\_

Location where Incident Occurred: (name of recreation site or trail)  
\_\_\_\_\_

Date and Time Incident Occurred:  
\_\_\_\_\_

Description of People Involved: (names and addresses if known, or physical descriptions)  
\_\_\_\_\_  
\_\_\_\_\_

Vehicle Description and License Plate Numbers:  
\_\_\_\_\_  
\_\_\_\_\_

Witnesses: (names and contact information if possible)  
\_\_\_\_\_

Description of Incident: (continue on back of page if necessary)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of Incident continued:  
\_\_\_\_\_  
\_\_\_\_\_

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Photographs: (indicate whether photographs were taken; attach to report if possible)

---

this portion of the report completed by:

_____	_____
name (please print)	date completed
_____	
signature	

Follow-up Action Taken: (include dates)

---

---

---

---

Additional Follow-up Required:

---

---

---

---

Action Complete / File Closed:

_____	_____
District Recreation Officer	date signed



# Fish and Wildlife Application

Tracking Number: 100196127

## Application Information

If approved, will the authorization be issued to an Individual or Company/Organization? Company/Organization  
What is your relationship to the company/organization? Board Member

## APPLICANT COMPANY/ORGANIZATION CONTACT INFORMATION

Applicant is an Individual or an Organization to whom this authorization Permit/Licence will be issued, if approved.-

Name: Blue River Powder Packers Society  
Doing Business As: BRPP  
Phone: 250-812-0466  
Fax: 250-673-8225  
Email: billkaras2@gmail.com  
BC Incorporation Number:  
Extra Provincial Inc. No:  
Society Number: S-56614  
GST Registration Number: 811482454RP0001  
Contact Name: Bill Karas  
Mailing Address: box 27  
PO BOX 72 Blue River  
Blue River BC V0E 1J0

## TECHNICAL INFORMATION

### APPLICATIONS

You may submit one or more application(s) Click on the 'Add Application' for each application you would like to add. In order to submit multiple applications together they must be for one applicant and in the same region.

#### Type

General Wildlife Permit

### GENERAL WILDLIFE PERMIT

Please provide the following general information about you and your application.

#### APPLICATION TYPE

Please provide the following details regarding your application.

What type of permit are you applying for: New Permit

Applicant Date of Birth (DD/MM/YYYY) s. 22

#### PROPOSED ACTIVITY

Please provide the following details regarding your proposed activity.

Wildlife Species - Common Name: Caribou  
Wildlife Species - Scientific Name:  
Location of Activity: Blue River BC  
Activity Start Date: Jan 23, 2017  
Activity End Date: Apr 15, 2021

#### ACTIVITY DESCRIPTION

Provide a detailed description of the activity you require a permit for. Include methods and equipment to be used. If your activity involves the capture, transport, possession, release or export of live animals or viable eggs, you must also include a detailed safety plan

that explains the measures you will take to ensure that public safety will be protected. (For example, how would you prevent escapes?) In your own words, also describe the purpose of this activity and any special circumstances the Ministry should be aware of.

**Description:**

Require Access through Caribou closure. From the foam creek drainage to access the Finn Creek FSR using Foam Creek FSR. The reason for this is that we are creating an access trail to facilitate snowmobiles due to logging activity on the Finn Creek FSR.

**Additional Permit-Specific Information:**

**GENERAL WILDLIFE PERMIT - APPENDIX**

Legislation

Failure to pay fine

85 (1) This section applies if a person

(a) fails to pay, within the time required by law, a fine imposed as a result of the person's conviction for an offence under this Act or the Firearm Act, and

(b) has been served with notice of this section.

(2) In the circumstances referred to in subsection (1),

(a) the person's right to apply for or obtain a licence, permit or limited entry hunting authorization under this Act is suspended immediately and automatically on the failure to pay the fine,

(b) all licences, permits and limited entry hunting authorizations issued to that person under this Act are cancelled immediately and automatically on the failure to pay the fine

(i) the person must not apply for employment as an assistant guide

(ii) the person must not guide as an assistant guide

(c) the person commits an offence if, before that fine is paid, the person

(i) applies for, or in any way obtains, a licence, permit or limited entry hunting authorization under this Act, or

(ii) does anything for which a licence, permit or limited entry hunting authorization under this Act is required.

(iii) applies for employment as an assistant guide

(iv) guides as an assistant guide

**ATTACHED DOCUMENTS**

Document Type	Description	Filename
Generic Document Upload	Google earth file	Proposed Finn Creek access.kmz

**PRIVACY DECLARATION**

☒ Check here to indicate that you have read and agree to the privacy declaration stated above.

**IMPORTANT NOTICES**

Please review the clauses and conditions associated with your application below.

**DECLARATION**

☒ I acknowledge that the information I have provided is true and that I fulfill the requirements for the applications.

**OFFICE**

Office to submit application to: Kamloops

**APPLICANT SIGNATURE**

Applicant Signature	Date

**OFFICE USE ONLY**

Office Kamloops	File Number	Project Number
	Disposition ID	Client Number





**From:** [Hales, Gerad S FLNR:EX](#)  
**To:** [Doll, Cheryl O FLNR:EX](#)  
**Cc:** [Surgenor, John FLNR:EX](#); [Stackhouse, Marsha G ENV:EX](#); [Hales, Gerad S FLNR:EX](#)  
**Subject:** FW: ACTION:– Motor vehicle access permit for consideration – Blue River Powder Packers  
**Date:** Friday, February 17, 2017 12:46:15 PM  
**Attachments:** [KA17-262837 Blue River Powder \(d\).doc](#)  
[ApplicationFormReport \(1\).pdf](#)  
[FinnCr\\_AltAccess.pdf](#)

---

As the person acting for the person authorized as the Deputy Regional Manager of the Recreational Fisheries and Wildlife Programs, I recommend approval of this permit.

Gerad Hales | MSc, RPBio | Wildlife Biologist | Forests, Lands and Natural Resource Operations  
250-371-4457

[Gerad.Hales@gov.bc.ca](mailto:Gerad.Hales@gov.bc.ca)

**Confidentiality Warning:** The information transmitted is intended only for the person to whom it is addressed and may contain confidential and/or privileged material. Any review, dissemination or other use of, or taking of any action in reliance upon, this information by persons other than the intended recipient is prohibited. If you receive this in error, please contact the sender and delete your record of this material.

---

**From:** Surgenor, John FLNR:EX  
**Sent:** Friday, February 17, 2017 11:26 AM  
**To:** Hales, Gerad S FLNR:EX  
**Subject:** FW: ACTION:– Motor vehicle access permit for consideration – Blue River Powder Packers

I have reviewed this and recommend approval. An edit correction is still in the permit.

---

**From:** Doll, Cheryl O FLNR:EX  
**Sent:** Friday, February 17, 2017 11:02 AM  
**To:** Surgenor, John FLNR:EX  
**Cc:** Doll, Cheryl O FLNR:EX; Stackhouse, Marsha G ENV:EX  
**Subject:** ACTION:– Motor vehicle access permit for consideration – Blue River Powder Packers

*Hello,*

*Attached is a Motor vehicle access for Blue River Powder Packers permit for RM consideration.*

*Supporting documents:*

- 1. Application*
- 2. Coors –no history*
- 3. Draft permit*
- 4. Client has requested 5 year term.*

*Thank you*

Cheryl Doll  
Fish & Wildlife Permit Administrator  
FrontCounter BC  
Ministry of Forests, Lands and Natural Resource Operations

441 Columbia Street  
Kamloops BC V2C 2T3  
Telephone: 250-828-4468  
Fax: 250-828-4442  
Toll Free: 1-877-855-3222



"Willpower may not always override talent, but it is the factor that causes people of ordinary ability to accomplish extraordinary things".

[www.frontcounterbc.gov.bc.ca](http://www.frontcounterbc.gov.bc.ca)

How did we do? You are invited to take our customer satisfaction survey

**From:** Ernst, Bevan WLRs:EX(Bevan.Ernst@gov.bc.ca)  
**To:** Doll, Cheryl O FOR:EX (Cheryl.Doll@gov.bc.ca); Campbell, Jocelyn WLRs:EX (Jocelyn.Campbell@gov.bc.ca)  
**To:** MacKenzie, Sandy A FLNR:EX (Sandy.MacKenzie@gov.bc.ca); Molyneux, Gary FOR:EX (Gary.Molyneux@gov.bc.ca)  
**Subject:** Finn Creek Alternate Access  
**Sent:** 02/11/2020 22:03:02  
**Attachments:** Finn\_Creek\_Alternate.png, KA17-262837 Blue River Powder (f).pdf

Good afternoon Cheryl and Jocelyn,

I have an unfolding issue that I am thinking will require both of your help to solve. We have a conflict between a Forest Tenure Holder and the Blue River Snowmobile Club. The tenure holder has decided to harvest a 9 Ha block on the Finn Creek FSR which is the approved access to two popular snowmobile areas. There have been several meetings with myself, Sandy from Rec Sites and Trails, and Gary from the district office to try and come to a solution. The tenure holder is not able/willing to defer the harvest, and using the alternate trail is the only option that allows both tenure holders to exercise their tenures. We have an existing permit to deal with this when it has come up in the past, however it only included the trail to Groundhog and not out to Salmon Lakes. I was hoping to amend the permit to change the attached map in the permit to the attached updated alternate trail. I have been informed the harvest is slated to start on the 24<sup>th</sup>, but the club will need some time to groom the trail in before then, so the sooner they can have it in hand the better. I apologise for the rushed nature of this request. We had hoped that a resolution could be reached that didn't require alternate access.

Thank you for your time and consideration,



**Bevan Ernst, MSc, RPBio**  
**Regional Caribou Biologist**  
Thompson Okanagan Region | Ecosystems Section  
Phone (250) 371-6273 | Mobile (250) 318-6929  
**Forests, Lands, Natural Resource Operations, and Rural Development**



# Alternate Trail Access for Groundhog and Salmon Lakes Riding Areas

## Legend

Groundhog/Salmon Alternate Access Trail

## Snowmobile Management Trails

### Trail Restrictions

- Trail open Dec 1 to May 31
- Trail open Nov 1 to May 31
- Trail open seasonal trail use Dec 1 to May 31
- Trail open seasonal trail use Nov 15 to Apr 15
- Trail open year round

## Snowmobile Management Areas

### Area Use

- Legal Closure
- Stewardship Management Agreement
- Open

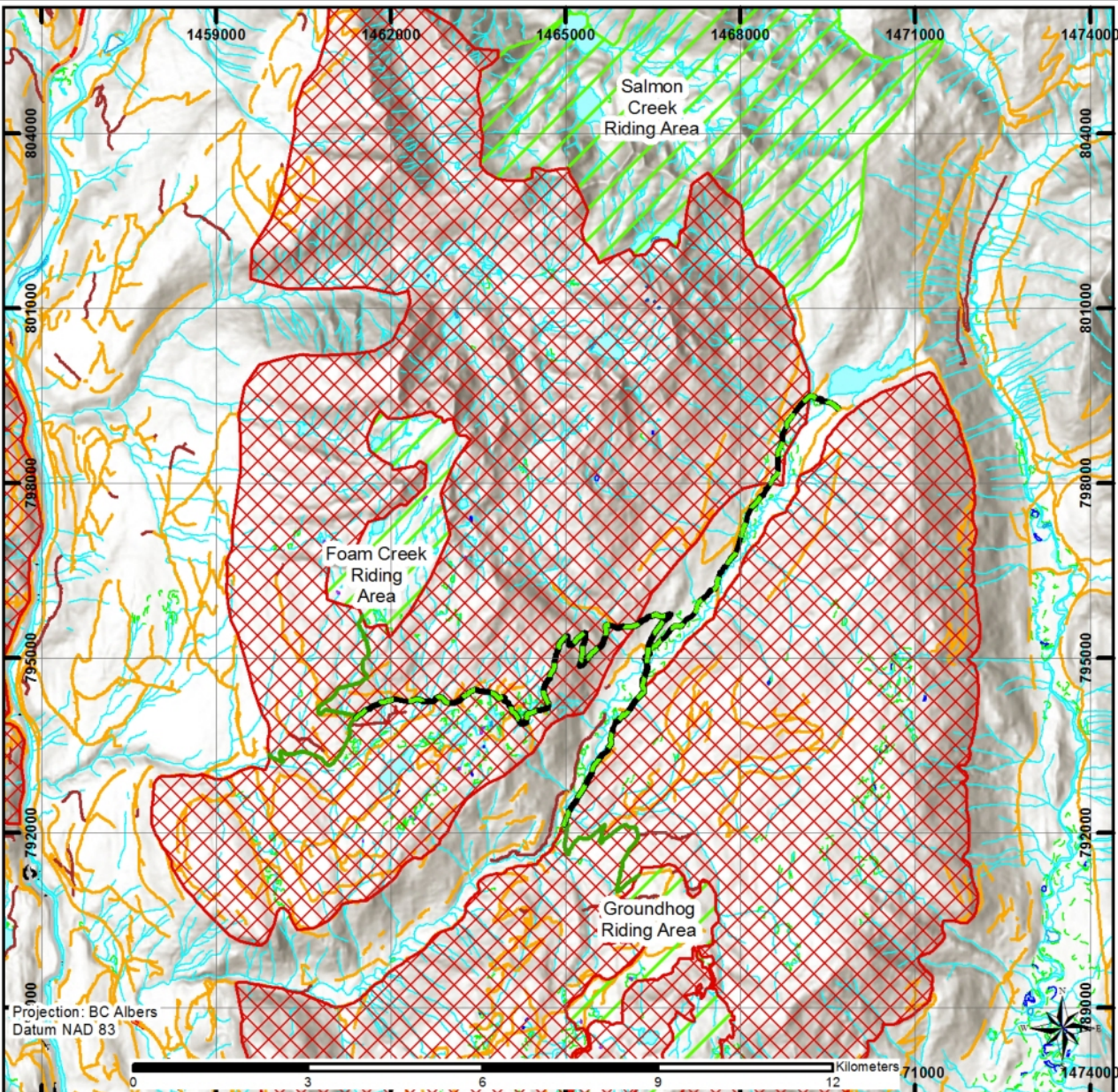


Produced by :



**BRITISH COLUMBIA**  
www.bccbc.ca

Ministry of Forests, Lands, Natural Resource Operations & Rural Development



Projection: BC Albers  
Datum NAD 83



## WILDLIFE ACT


### PERMIT KA17-262837

<b>PERMIT HOLDER</b>	<p>Blue River Powder Packers Society PO BOX 72 Blue River Blue River BC V0E 1J0</p> <p>ATTENTION: Bill Karas PHONE: 250-812-0466 FAX: 250-673-8225</p>
----------------------	--

**IS EXEMPT UNDER** s. 3 (2)(a) of the *Permit Regulation*, B.C. Reg. 253/2000,

<b>FROM</b>	<p>Section 7 of the <b><i>Motor Vehicle Prohibition Regulation</i></b> as concerns Item 11 Wells Gray/Thompson effective December 01 to April 15, in that portion of M.U. 3-41 on the attached map when using or operating a snowmobile.</p>
-------------	--

#### SUBJECT TO THE FOLLOWING:

<b>TERMS OF PERMIT</b>	<p>The exemption in this permit ONLY applies to the access route identified as 'Permitted Snowmobile Access' on the attached map (shown in green).</p> <p>This permit is only valid for the purpose of recreational snowmobile activities for temporary access into the Salmon Lakes and Groundhog riding areas.</p> <p>The permit holder must comply with the terms in Appendix A.</p>		
<b>COMPLIANCE PROVISION</b>	<p>Failure to comply with any term of this permit is an offence under the <i>Wildlife Act</i>, and may result in any or all of prosecution, suspension of the permit, cancellation of the permit, ineligibility for future permits, and denial of future permit requests.</p>		
<b>PERIOD OF PERMIT</b>	<p>This permit is only valid from <b>December 01<sup>th</sup></b> to <b>April 15<sup>th</sup></b> of each year. This permit is valid until the year 2021 or until the main Finn Creek forestry access road is open to snowmobiling, whichever is sooner.</p>		
<b>DATE OF ISSUE</b>	<p>February 17, 2017</p>		
 <b>SIGNATURE OF ISSUER</b>	<p>Gerad Hales A/Deputy Regional Manager Recreational Fisheries &amp; Wildlife Programs Thompson/Okanagan Region</p>	<p><b>PERMIT FEE</b> \$250.00</p> <p><b>HCTF SURCHARGE</b> \$25.00</p>	

# **APPENDIX A TERMS OF PERMIT**

## **PERMIT KA17-262837**

### **GENERAL CONDITIONS**

1. The permit holder must comply with all laws applicable to the activities carried out under this permit.
2. No firearms or fishing gear is permitted in vehicles while operating in area closure.
3. No hunting or fishing may be conducted in conjunction with this permit.
4. Wildlife or wildlife parts may not be transported by motor vehicle under the authority of this permit.

### **REPORTING REQUIREMENTS:**

5. Permit holder must contribute to the monitoring of compliance to the area boundaries and must record and report any non-compliance to the Conservation Officer Service via the RAPP line 1-877-952-7277.

### **GENERAL CONDITIONS**

1. Permit holder must install information and boundary signs so that all riders have a clear indication of the access trail.
2. Permit holder must carry out maintenance of information/boundary signs as needed.
3. Permit holder must ensure that all riders using this trail are aware of the Wildlife Act Closure and the requirement to stay on the designated trail.
4. The permit holder must take all reasonable steps to ensure that public safety is not jeopardized and fish or wildlife habitat is not damaged by any action taken under authority of this permit.
5. The permit holder must ensure that any snowmobilers entering the area are aware of the potential for Caribou in the area and the potential risk to Caribou, the open area boundary and what to do if Caribou are encountered. Refer to the Snowmobile Guide for the Columbia and Rocky Mountains of British Columbia in regard to snowmobiling etiquette within or adjacent to caribou habitat.  
<http://www.snowmobile.gov.bc.ca/>
6. The permit holder must ensure that any activities carried out under this permit do not negatively impact Mountain Caribou. Negative impacts include disturbance (increased stress, increased movement, reduced opportunity for feeding, etc.), displacement to less suitable habitat, higher risk habitats etc., increased risk of predation or increased stress to Caribou.

## APPENDIX B ADVISORY

### PERMIT KA17-262837

#### GENERAL

- It is the permit holder's responsibility to be aware of all applicable laws and the limits of this permit.
- The Province is not liable for any illness contracted through wildlife handling. It is the responsibility of the permit holder to inform themselves of possible health hazards, and to ensure that all reasonably necessary safety measures are undertaken.
- If applicable, the permit holder is responsible for renewing his or her own permit. The issuer is not obliged to send a reminder notice.

#### LEGISLATION

Here are some, but not all, relevant excerpts from the **Wildlife Act**:

##### **Damage to land set aside for wildlife**

7 (1) A person commits an offence if the person

- a) alters, destroys or damages wildlife habitat, or
- b) deposits on land or water a substance or manufactured product or by product

in a manner that is harmful to

- c) wildlife, or
- d) wildlife habitat

in a wildlife management area, except as permitted under section 4 (4) or by the regulations or a permit.

##### **Documents not transferable**

81 Except as authorized by regulation or as otherwise provided under this Act, a licence, permit or limited entry hunting authorization is not transferable, and a person commits an offence if the person

- a) allows his or her licence, permit or limited entry hunting authorization to be used by another person, or
- b) uses another person's licence, permit or limited entry hunting authorization.

##### **Failure to pay fine**

85 (1) This section applies if a person

- (a) fails to pay, within the time required by law, a fine imposed as a result of the person's conviction for an offence under this Act or the Firearm Act, and
- (b) has been served with notice of this section.

(2) In the circumstances referred to in subsection (1),

- (a) the person's right to apply for or obtain a licence, permit or limited entry hunting authorization under this Act is suspended immediately and automatically on the failure to pay the fine,
- (b) all licences, permits and limited entry hunting authorizations issued to that person under this Act are cancelled immediately and automatically on the failure to pay the fine,
  - (b.1) the person must not apply for employment as an assistant guide,
  - (b.2) the person must not guide as an assistant guide, and
- (c) the person commits an offence if, before that fine is paid, the person

- (i) applies for, or in any way obtains, a licence, permit or limited entry hunting authorization under this Act,



- (ii) does anything for which a licence, permit or limited entry hunting authorization under this Act is required,
- (iii) applies for employment as an assistant guide, or
- (iv) guides as an assistant guide.

### **Production of licence or permit**

**97** If a person who is required to hold a licence, permit or limited entry hunting authorization issued under this Act

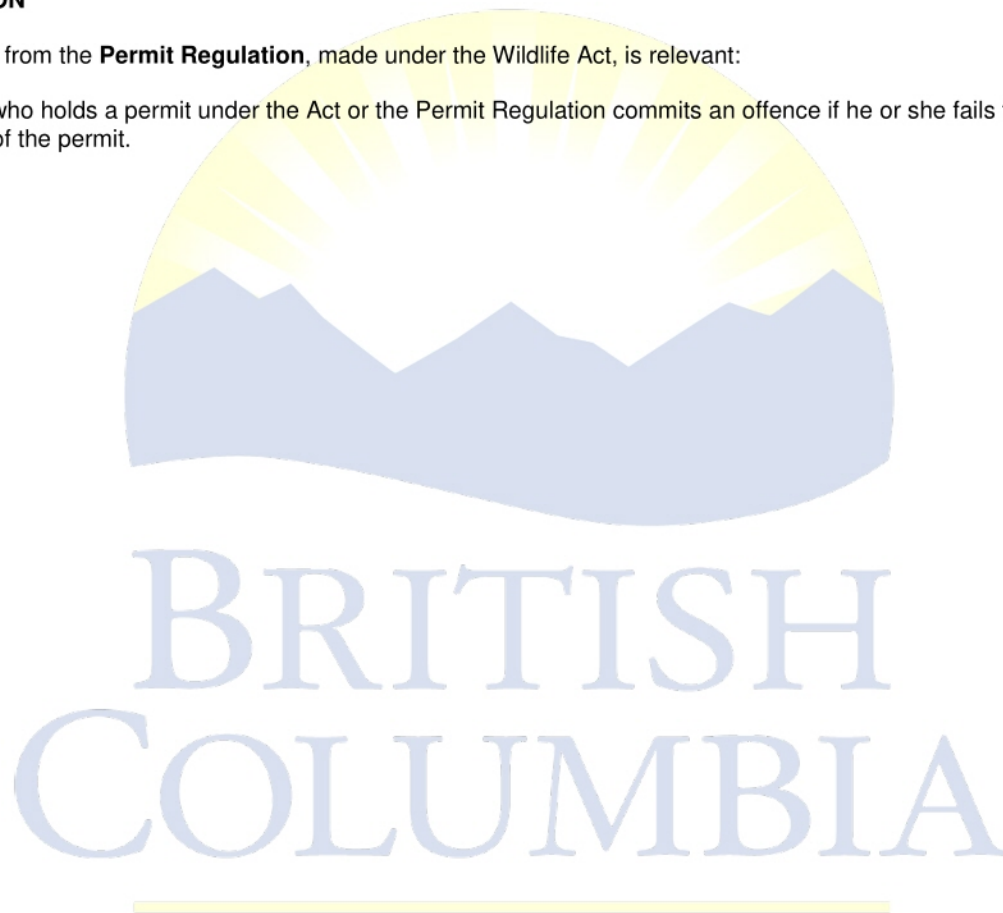
- a) fails to produce it for inspection to an officer on request, or
- b) fails or refuses to state his or her name and address to an officer on request,

the person commits an offence.

### **REGULATION**

This excerpt from the **Permit Regulation**, made under the Wildlife Act, is relevant:

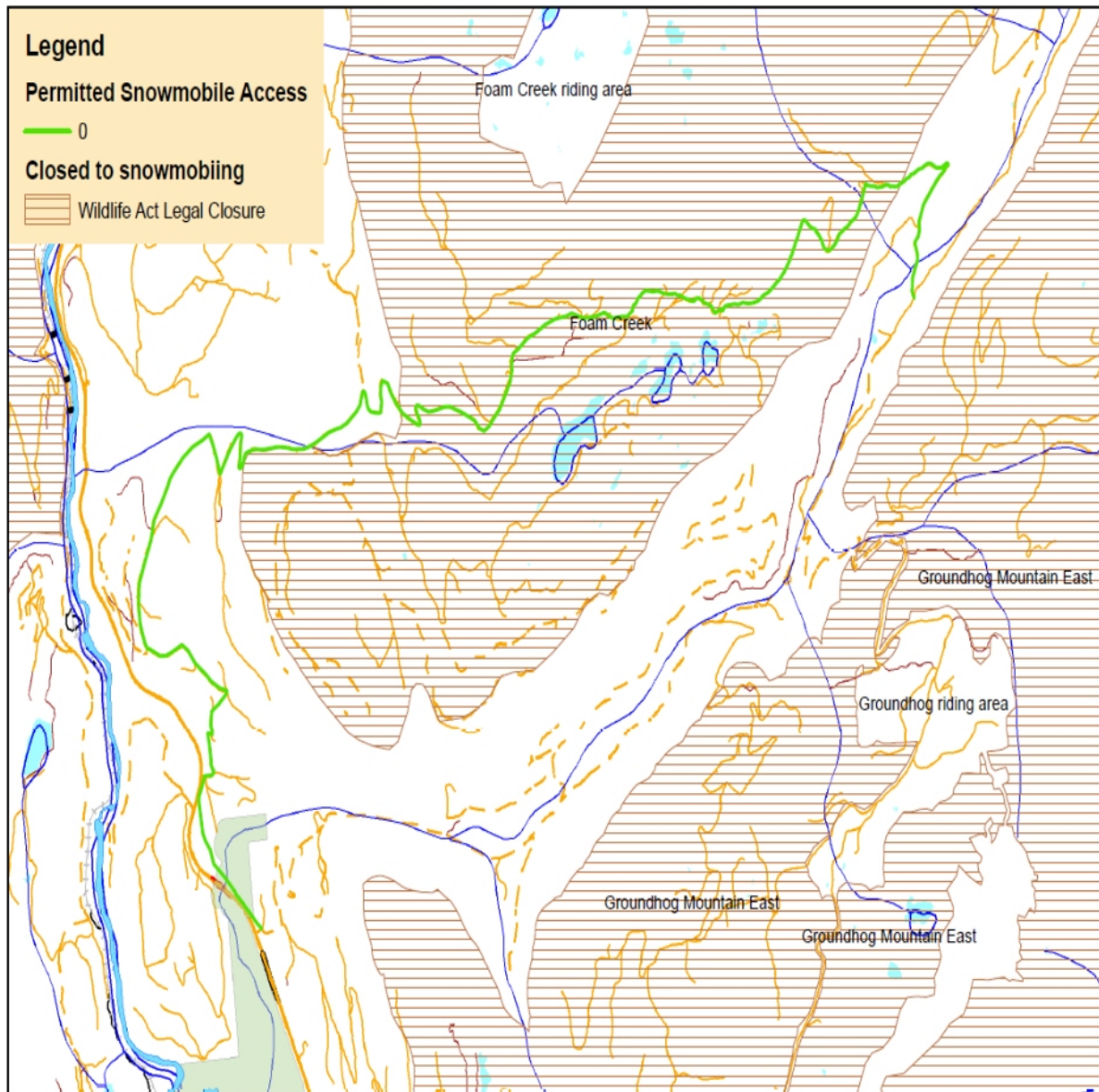
**8** A person who holds a permit under the Act or the Permit Regulation commits an offence if he or she fails to comply with a term of the permit.



## APPENDIX C

### PERMIT KA17-262837

#### Finn Creek Alternative Access Permit





# Fish and Wildlife Application

Tracking Number: 100284530

## Applicant Information

If approved, will the authorization be issued to an Individual or Company/Organization? Company/Organization  
What is your relationship to the company/organization? Employee

## APPLICANT COMPANY/ORGANIZATION CONTACT INFORMATION

Applicant is an Individual or an Organization to whom this authorization Permit/Licence will be issued, if approved.-

Name: Blue River Powder Packer Society  
Doing Business As: Blue River Powder Packer Society  
Phone: 403-861-2502  
Fax:  
Email: info@sledblueriver.com  
BC Incorporation Number:  
Extra Provincial Inc. No:  
Society Number: S0056614  
GST Registration Number:  
Contact Name: Andy Boughton  
Mailing Address: Box 73 Box 73  
Blue River  
Blue River BC V0E 1J0

## TECHNICAL INFORMATION

### APPLICATIONS

You may submit one or more application(s) Click on the 'Add Application' for each application you would like to add. In order to submit multiple applications together they must be for one applicant and in the same region.

#### Type

General Wildlife Permit

### GENERAL WILDLIFE PERMIT

Please provide the following general information about you and your application.

#### APPLICATION TYPE

Please provide the following details regarding your application.

What type of permit are you applying for: New Permit

Applicant Date of Birth (DD/MM/YYYY) s. 22

#### PROPOSED ACTIVITY

Please provide the following details regarding your proposed activity.

Wildlife Species - Common Name: Temporary opening of a closed snowmobile zone. It is in a Caribou Closure zone.

Wildlife Species - Scientific Name:

Location of Activity: Finger Bowls (White Macre, Thunder Cook Riding): WMU 3-44

Activity Start Date: Apr 5, 2019

Activity End Date: Apr 7, 2019

#### ACTIVITY DESCRIPTION

Provide a detailed description of the activity you require a permit for. Include methods and equipment to be used. If your activity involves the capture, transport, possession, release or export of live animals or viable eggs, you must also include a detailed safety plan

that explains the measures you will take to ensure that public safety will be protected. (For example, how would you prevent escapes?) In your own words, also describe the purpose of this activity and any special circumstances the Ministry should be aware of.

**Description:**

We are looking to have a temporary opening of a snowmobiling riding area we call the Finger Bowls. It is currently closed due to Caribou activity in the area (Section 58).

Due to very low activity in the area Bevan Ernst, Regional Caribou Biologist, will allow us a temporary opening of the zone. We hope to have this in place for Friday April 5, 2019 through to and including April 7, 2019. This will also allow us to shift pressure on an early migration of the caribou in another one of our zones that we have now temporarily closed.

The local snowmobile club (Blue River Powder Packer Society) is supportive of this and will help to monitor numbers over the weekend.

**Additional Permit-Specific Information:**

**GENERAL WILDLIFE PERMIT - APPENDIX**

**Legislation**

Below is a non-exhaustive list of provisions under the Wildlife Act and regulations that are relevant to this licence. It is the licence holder's responsibility to be aware of any provisions under the Act or regulations that may apply to this licence.

**Failure to pay fine**

85 (1) This section applies if a person

(a) fails to pay, within the time required by law, a fine imposed as a result of the person's conviction for an offence under this Act or the Firearm Act, and

(b) has been served with notice of this section.

(2) In the circumstances referred to in subsection (1),

(a) the person's right to apply for or obtain a licence, permit or limited entry hunting authorization under this Act is suspended immediately and automatically on the failure to pay the fine,

(b) all licences, permits and limited entry hunting authorizations issued to that person under this Act are cancelled immediately and automatically on the failure to pay the fine

(i) the person must not apply for employment as an assistant guide

(ii) the person must not guide as an assistant guide

(c) the person commits an offence if, before that fine is paid, the person

(i) applies for, or in any way obtains, a licence, permit or limited entry hunting authorization under this Act, or

(ii) does anything for which a licence, permit or limited entry hunting authorization under this Act is required.

(iii) applies for employment as an assistant guide

(iv) guides as an assistant guide

**ATTACHED DOCUMENTS**

Document Type	Description	Filename
Generic Document Upload	Proposed area as documented by Bevan Ernst	WellsGrey-ALL-Caribou-Closu...
Generic Document Upload	Proposed area as documented by Bevan Ernst	White_Macrae_Closed_Area.kmz

**PRIVACY DECLARATION**

☒ Check here to indicate that you have read and agree to the privacy declaration stated above.

**IMPORTANT NOTICES**

Please review the clauses and conditions associated with your application below.

**DECLARATION**



☒ I acknowledge that the information I have provided is true and that I fulfill the requirements for the applications.

**OFFICE**

Office to submit application to:

Kamloops

**APPLICANT SIGNATURE**

Applicant Signature

Date

**OFFICE USE ONLY**

Office Kamloops	File Number	Project Number
	Disposition ID	Client Number

**From:** Ernst, Bevan WLRS:EX(Bevan.Ernst@gov.bc.ca)  
**To:** Hales, Gerad S FOR:EX (Gerad.Hales@gov.bc.ca)  
**To:** Doll, Cheryl O FOR:EX (Cheryl.Doll@gov.bc.ca)  
**Subject:** FW: ACTION - Requesting RM consideration - Access Permit - TR#100284530 KA19-482335 Blue River Powder Packer  
**Sent:** 04/02/2019 22:56:55  
ApplicationFormReport.pdf, WellsGrey-ALL-Caribou-Closures.kml,  
White\_Macrae\_Closed\_Area.kmz, Blue River Powder Packer KA19-482335 (d).doc,  
**Attachments:** Thunder\_Cook\_Overview.pdf, Thunder\_Cook\_Riding\_Area.kmz,  
Thunder\_Cook\_Sat.pdf, Thunder\_Cook\_Tight.pdf, Blue River Powder Packer KA19-482335 (d).doc

Good afternoon Gerad,

Subject to the conditions in the modified permit (attached) I support the issuing of the exemption permit for the Blue River Powder Packers to operate snowmobiles in the Thunder/Cook Creek Riding area until April 15<sup>th</sup>, 2019. This exemption is intended to divert snowmobile activity away from the Blue River and North Blue River drainages which are currently occupied by Southern Mountain Caribou during the final two weeks of the snowmobiling season. This displacement of snowmobile use will reduce the potential for conflict between snowmobilers and caribou. Please include the attached digital files with the permit to allow users to load permit area boundaries on digital devices.

[\*\*Inline Attachment - Thunder\_Cook\_Overview.pdf\*\*] [\*\*Inline Attachment - Thunder\_Cook\_Riding\_Area.kmz\*\*] [\*\*Inline Attachment - Thunder\_Cook\_Sat.pdf\*\*] [\*\*Inline Attachment - Thunder\_Cook\_Tight.pdf\*\*] [\*\*Inline Attachment - Blue River Powder Packer KA19-482335 (d).doc\*\*]



Bevan Ernst, MSc,  
RPBio  
Regional Caribou  
Biologist  
Thompson  
Okanagan Region  
| Ecosystems  
Section  
Phone (250) 371-  
6273 | Mobile  
(250) 318-6929  
Forests, Lands and  
Natural Resource  
Operations

---

**From:** Doll, Cheryl O FLNR:EX  
**Sent:** Monday, April 1, 2019 1:05 PM  
**To:** Ernst, Bevan FLNR:EX  
**Cc:** Doll, Cheryl O FLNR:EX; Stackhouse, Marsha G FLNR:EX  
**Subject:** ACTION - Requesting RM consideration - Access Permit - TR#100284530 KA19-482335 Blue River Powder Packer

*Hello, attached is Access permit for Regional Manager consideration.*

*Supporting documents attached:*

*· Application and maps;*

**[\*\*Inline Attachment - ApplicationFormReport.pdf\*\*]** **[\*\*Inline Attachment - WellsGrey-ALL-Caribou-Closures.kml\*\*]** **[\*\*Inline Attachment - White\_Macrae\_Closed\_Area.kmz\*\*]**

*· COORS – no history*

*· Draft permit – with clauses highlighted from previous permit*

**[\*\*Inline Attachment - Blue River Powder Packer KA19-482335 (d).doc\*\*]**

*\*\*Question – are you exempted the Blue River Powder Packers Society since they doing work for you? Please let me know.*

*Thank you, C*



**Cheryl Doll**

**Fish and Wildlife Permit Administrator**

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

441 Columbia Street | Kamloops, BC V2C 2T3

Tel: 250 828-4468 | Fax 250 828-4442

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Tell us about your experience with FrontCounter BC: [Complete an Online Comment Card](#)

|



# Fish and Wildlife Application

Tracking Number: 100284530

## Applicant Information

If approved, will the authorization be issued to an Individual or Company/Organization? Company/Organization  
What is your relationship to the company/organization? Employee

## APPLICANT COMPANY/ORGANIZATION CONTACT INFORMATION

Applicant is an Individual or an Organization to whom this authorization Permit/Licence will be issued, if approved.-

Name: Blue River Powder Packer Society  
Doing Business As: Blue River Powder Packer Society  
Phone: 403-861-2502  
Fax:  
Email: info@sledblueriver.com  
BC Incorporation Number:  
Extra Provincial Inc. No:  
Society Number: S0056614  
GST Registration Number:  
Contact Name: Andy Boughton  
Mailing Address: Box 73 Box 73  
Blue River  
Blue River BC V0E 1J0

## TECHNICAL INFORMATION

### APPLICATIONS

You may submit one or more application(s) Click on the 'Add Application' for each application you would like to add. In order to submit multiple applications together they must be for one applicant and in the same region.

#### Type

General Wildlife Permit

### GENERAL WILDLIFE PERMIT

Please provide the following general information about you and your application.

#### APPLICATION TYPE

Please provide the following details regarding your application.

What type of permit are you applying for: New Permit

Applicant Date of Birth (DD/MM/YYYY) s. 22

#### PROPOSED ACTIVITY

Please provide the following details regarding your proposed activity.

Wildlife Species - Common Name: Temporary opening of a closed snowmobile zone. It is in a Caribou Closure zone.

Wildlife Species - Scientific Name:

Location of Activity: Finger Bowls (White Macre, Thunder Cook Riding): WMU 3-44

Activity Start Date: Apr 5, 2019

Activity End Date: Apr 7, 2019

#### ACTIVITY DESCRIPTION

Provide a detailed description of the activity you require a permit for. Include methods and equipment to be used. If your activity involves the capture, transport, possession, release or export of live animals or viable eggs, you must also include a detailed safety plan



that explains the measures you will take to ensure that public safety will be protected. (For example, how would you prevent escapes?) In your own words, also describe the purpose of this activity and any special circumstances the Ministry should be aware of.

**Description:**

We are looking to have a temporary opening of a snowmobiling riding area we call the Finger Bowls. It is currently closed due to Caribou activity in the area (Section 58).

Due to very low activity in the area Bevan Ernst, Regional Caribou Biologist, will allow us a temporary opening of the zone. We hope to have this in place for Friday April 5, 2019 through to and including April 7, 2019. This will also allow us to shift pressure on an early migration of the caribou in another one of our zones that we have now temporarily closed.

The local snowmobile club (Blue River Powder Packer Society) is supportive of this and will help to monitor numbers over the weekend.

**Additional Permit-Specific Information:**

**GENERAL WILDLIFE PERMIT - APPENDIX**

**Legislation**

Below is a non-exhaustive list of provisions under the Wildlife Act and regulations that are relevant to this licence. It is the licence holder's responsibility to be aware of any provisions under the Act or regulations that may apply to this licence.

**Failure to pay fine**

85 (1) This section applies if a person

(a) fails to pay, within the time required by law, a fine imposed as a result of the person's conviction for an offence under this Act or the Firearm Act, and

(b) has been served with notice of this section.

(2) In the circumstances referred to in subsection (1),

(a) the person's right to apply for or obtain a licence, permit or limited entry hunting authorization under this Act is suspended immediately and automatically on the failure to pay the fine,

(b) all licences, permits and limited entry hunting authorizations issued to that person under this Act are cancelled immediately and automatically on the failure to pay the fine

(i) the person must not apply for employment as an assistant guide

(ii) the person must not guide as an assistant guide

(c) the person commits an offence if, before that fine is paid, the person

(i) applies for, or in any way obtains, a licence, permit or limited entry hunting authorization under this Act, or

(ii) does anything for which a licence, permit or limited entry hunting authorization under this Act is required.

(iii) applies for employment as an assistant guide

(iv) guides as an assistant guide

**ATTACHED DOCUMENTS**

Document Type	Description	Filename
Generic Document Upload	Proposed area as documented by Bevan Ernst	WellsGrey-ALL-Caribou-Closu...
Generic Document Upload	Proposed area as documented by Bevan Ernst	White_Macrae_Closed_Area.kmz

**PRIVACY DECLARATION**

☒ Check here to indicate that you have read and agree to the privacy declaration stated above.

**IMPORTANT NOTICES**

Please review the clauses and conditions associated with your application below.

**DECLARATION**

☒ I acknowledge that the information I have provided is true and that I fulfill the requirements for the applications.

**OFFICE**

Office to submit application to:

Kamloops

**APPLICANT SIGNATURE**

Applicant Signature

Date

**OFFICE USE ONLY**

Office Kamloops	File Number	Project Number
	Disposition ID	Client Number

**WILDLIFE ACT**  
**PERMIT KA19-482335**

<b>PERMIT HOLDER</b>	Blue River Powder Packer Society Box 73 Blue River BC V0E 1J0  ATTENTION: Andy Boughton PHONE: 403-861-2502
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**IS EXEMPT UNDER** s. 3 (2)(a) of the Permit Regulation, B.C. Reg. 253/2000,

<b>FROM</b>	<p>Snowmobile Closed of the <b>Motor Vehicle Prohibition Regulation</b></p> <p><b>Snowmobile closed areas</b>  <b>7.1</b> A person commits an offence if he or she uses or operates a snowmobile in an area described in Schedule 7 during the period specified in that schedule for each area.  [en. B.C. Reg. 218/2000, s. 1.]</p> <p><b>Wells Gray/Thompson</b>  11 Effective year round, in those portions of M.U.s 3-36, 3-37, 3-40 to 3-45, 4-39 and 7-02 highlighted in red hatched lines on the attached Map No. 7-11/16, except that, at all times, snowmobiles are permitted in the 20-metre wide corridors shown in green on that map.  [en. B.C. Reg. 130/2016, App. 4, s. 12.]</p>
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**SUBJECT TO THE FOLLOWING:**

<b>TERMS OF PERMIT</b>	This permit in this permit ONLY applies to the access route identified as 'Thunder Cook Creek Permit Area' and 'Thunder Cook Creek Access Trail' on the attached maps and digital files (shown in green) This permit is only valid for the purpose of recreational snowmobile activities for temporary access into the Finger Bowls (White Macrae and Thunder Cook MU3-44) riding areas. The permit holder must comply with the terms in Appendix A.		
<b>COMPLIANCE PROVISION</b>	Failure to comply with any term of this permit is an offence under the <i>Wildlife Act</i> , and may result in any or all of prosecution, suspension of the permit, cancellation of the permit, ineligibility for future permits, and denial of future permit requests.		
<b>PERIOD OF PERMIT</b>	This permit is only valid from April 5, 2019 to April 14, 2019 (Inclusive).		
<b>DATE OF ISSUE</b>	<DATE>		
<b>SIGNATURE OF ISSUER</b>	Gerad Hales Deputy Regional Manager Recreational Fisheries & Wildlife Programs Thompson/Okanagan Region	<b>PERMIT FEE</b> \$50.00  <b>HCTF SURCHARGE</b> \$5.00	

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**APPENDIX A  
TERMS OF PERMIT**

**PERMIT KA19-482335**

**Snowmobiling is an activity of relatively high risk to personal and public safety, particularly when traveling in terrain that may be prone to avalanches. The Ministry has not assessed any of the areas open to snowmobiling activities for risks to public safety such as, but not limited to, avalanche or terrain risks. Individual riders are responsible to determine whether the areas are safe to ride, to select safe snowmobiling practices and to be aware of local hazards.**

**REPORTING REQUIREMENTS**

- 1. Permit holder must maintain an accurate up-to-date record (excel spreadsheet) of the amount of snowmobile use (by date) within the Thunder Cook Creek permitted area and document any sightings or encounters with caribou or wolves.**
- 2. Permit holder must submit the copy of this record to the FrontCounter BC (441 Columbia Street Kamloops BC V2C 2T3) as well as to the Ministry of Forests, Lands and Natural Resource Operations, Fish & Wildlife Branch to the attention of Bevan Ernst (1259 Dalhousie Drive, Kamloops BC V2C 5Z5) by June 1, 2015.**
- 3. Permit holder must contribute to the monitoring of compliance to the area boundaries and must record and report any non-compliance to the Conservation Officer Service via the RAPP line 1-877-952-7277.**
- 4. Permit holder must report activities carried out in General Conditions 6 and 7 as they are completed to Ministry of Forests, Lands and Natural Resource Operations, Fish & Wildlife Branch to the attention: Bevan Ernst (1259 Dalhousie Drive, Kamloops BC V2C 5Z5).**

**GENERAL CONDITIONS**

1. The permit holder must comply with all laws applicable to the activities carried out under this permit.
2. This permit extends to the members of the Blue River Powder Packers (BRPP) **ONLY** when they are engaged in the recreational activities authorized under this permit. Commercial activities such as guided tours or filming ventures are not allowed under the terms of this permit.
3. All members of the BRPP must carry a copy of this permit and an electronic or physical map of the riding area with them when they are snowmobiling in Thunder Cook Creek Permitted Riding Area as shown in Appendix C.
4. The permit holder must ensure that any activities carried out under this permit do not negatively impact caribou. Negative impacts include disturbance (increased stress, increased movement, reduced opportunity for feeding, etc.) and/or displacement (movement to less suitable habitat or movement to higher risk areas from predation or avalanche terrain).
5. The permit holder must ensure that all authorized BRPP members and BRPP permit holders entering the Thunder Cook Creek Permitted Riding Area are aware that there may be caribou present, that rider presence may increase the disturbance and/or displacement risk to caribou, that they must remain within the Thunder Cook Creek Permitted Riding Area and that it is a requirement to leave the Thunder Cook Creek Permitted Riding Area if caribou or fresh evidence of caribou tracks or droppings are observed in the Thunder Cook Creek Permitted Riding Area.
6. When the permit holder becomes aware of caribou, or evidence of caribou are within Thunder Cook Creek Permitted Riding Area the permit holder must proactively reduce the risk to caribou by eliminating the possibilities of encounters with caribou by vacating the Thunder Cook Creek Permitted Riding Area and closing the Thunder Cook Creek Permitted Riding Area until caribou are no longer in or within 1 kilometer the Thunder Cook Creek Permitted Riding Area. All BRPP members and BRPP pass holders must be notified of the closure in a timely manner. To confirm that caribou are no longer in the Thunder Cook Creek Permitted Riding Area a small group (<=4 riders) may return to cautiously inspect the Thunder Cook Creek Permitted Riding Area no less than three days after becoming aware of caribou in or within 1 kilometer of the Thunder Cook Creek Permitted Riding Area or evidence of caribou have been encountered.

7. The permit holder must make every reasonable effort to identify and address the causes (which may be insufficient signage, lack of awareness, etc) of any non-compliance within the Little Grace *Wildlife Act* closure or the Thunder Cook Creek Permitted Riding Area in the immediate term.
8. No firearms or fishing gear is permitted in vehicles while operating in area closure.
9. No hunting or fishing may be conducted in conjunction with this permit.
10. Wildlife or wildlife parts may not be transported by motor vehicle under the authority of this permit.
11. The permit holder must take all reasonably necessary steps to ensure that public safety is not jeopardized and fish or wildlife habitat is not damaged by any action taken under authority of this permit.



## APPENDIX B ADVISORY

### PERMIT KA19-482335

#### GENERAL

- It is the permit holder's responsibility to be aware of all applicable laws and the limits of this permit.
- The Province is not liable for any illness contracted through wildlife handling. It is the responsibility of the permit holder to inform themselves of possible health hazards, and to ensure that all reasonably necessary safety measures are undertaken.
- If applicable, the permit holder is responsible for renewing his or her own permit. The issuer is not obliged to send a reminder notice.

#### LEGISLATION

Below is a non-exhaustive list of provisions under the *Wildlife Act* and regulations that are relevant to this permit. It is the permit holder's responsibility to be aware of any provisions under the Act or regulations that may apply to this permit.

#### Wildlife Act

##### Damage to land set aside for wildlife

7 (1) A person commits an offence if the person

- (a) alters, destroys or damages wildlife habitat, or
- (b) deposits on land or water a substance or manufactured product or by product

in a manner that is harmful to

- (a) wildlife, or
- (b) wildlife habitat

in a wildlife management area, except as permitted under section 4 (4) or by the regulations or a permit.

##### Documents not transferable

81 Except as authorized by regulation or as otherwise provided under this Act, a licence, permit or limited entry hunting authorization is not transferable, and a person commits an offence if the person

- (a) allows his or her licence, permit or limited entry hunting authorization to be used by another person, or
- (b) uses another person's licence, permit or limited entry hunting authorization.

##### Failure to pay fine

85 (1) This section applies if a person

- (a) fails to pay, within the time required by law, a fine imposed as a result of the person's conviction for an offence under this Act or the Firearm Act, and
- (b) has been served with notice of this section.

(2) In the circumstances referred to in subsection (1),

- (a) the person's right to apply for or obtain a licence, permit or limited entry hunting authorization under this Act is suspended immediately and automatically on the failure to pay the fine,
- (b) all licences, permits and limited entry hunting authorizations issued to that person under this Act are cancelled immediately and automatically on the failure to pay the fine,
  - (b.1) the person must not apply for employment as an assistant guide,
  - (b.2) the person must not guide as an assistant guide, and
- (c) the person commits an offence if, before that fine is paid, the person



- (i) applies for, or in any way obtains, a licence, permit or limited entry hunting authorization under this Act,
- (ii) does anything for which a licence, permit or limited entry hunting authorization under this Act is required,
- (iii) applies for employment as an assistant guide, or
- (iv) guides as an assistant guide.

#### **Proof of identity and authorization**

**97** (1) In this section, “**authorization**” means a licence, permit or limited entry hunting authorization issued under this Act.

- (2) Subject to subsection (5), a person who is required to hold an authorization must, on the request of an officer,
  - (a) state the person's name and address,
  - (b) produce prescribed photo identification, and
  - (c) demonstrate in accordance with subsection (3) that the person holds the authorization.
- (3) A person may demonstrate that the person holds an authorization by
  - (a) producing the authorization, or
  - (b) unless the regulations require that the original authorization be produced,
    - (i) producing a legible copy of the authorization, or
    - (ii) if authorized by the regulations, stating a number assigned to the person by the director as an identification number for the person.
- (4) Subject to subsection (5), a person who would be required to hold a licence or permit issued under this Act were the person not exempt under section 11 (9) or 12 (b) must, on the request of an officer,
  - (a) state the person's name and address, and
  - (b) produce prescribed photo identification.
- (5) Subsections (2) (b) and (4) (b) do not apply to a person in a prescribed class of persons.
- (6) A person who contravenes subsection (2) or (4) commits an offence.

#### **Permit Regulation**

##### **General offence – failure to comply with permit**

**8** A person who holds a permit under the Act or the Permit Regulation commits an offence if he or she fails to comply with a term of the permit.

#### **Wildlife Act General Regulation**

##### **Proof of identity**

**20.04** (1) For the purposes of section 97 (2)(b) and (4)(b) of the Act, the following photo identification is prescribed:

- (a) valid photo identification issued to a person by any of the following:
  - (i) the government of Canada;
  - (ii) the government of a province or territory, or an agent of the government of a province or territory, in which the person has a current address;
  - (iii) the Nisga'a Lisims Government, if the person is a Nisga'a citizen;
  - (iv) a treaty first nation, if the person is a treaty first nation member of the treaty first nation;
- (b) in the case of a person who is a non-resident alien, valid photo identification in the form of
  - (i) a passport, or
  - (ii) a driver's licence issued to the person by a foreign jurisdiction in which the person has a current address;
- (c) in any case, a valid NEXUS card.

(2) For the purposes of section 97 (5) of the Act, persons under 16 years of age are prescribed as exempt from the requirement to produce photo identification.



# APPENDIX C EXEMPTION DETAILS PERMIT KA19-482335

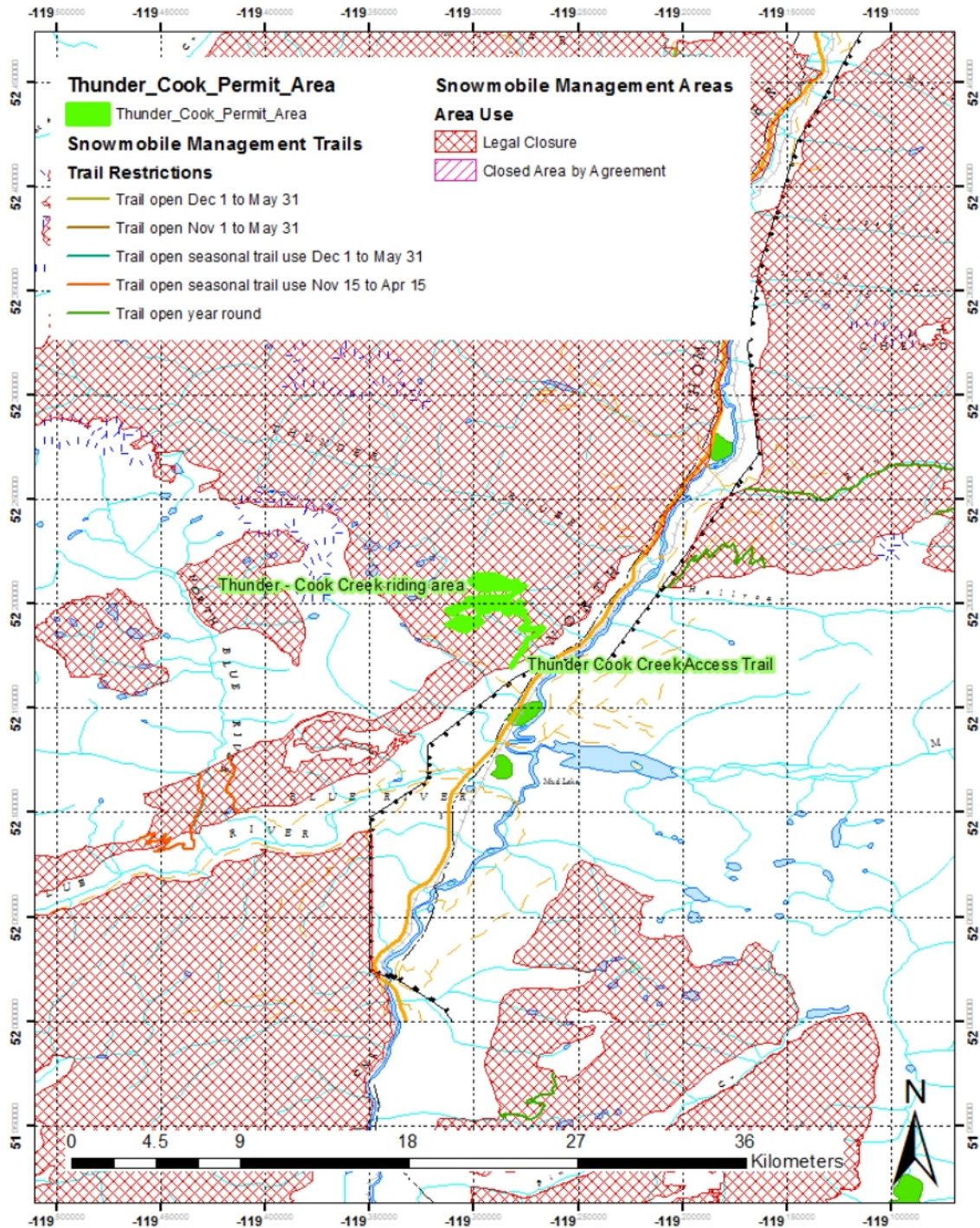


Figure 1. Overview of location of Thunder Cook Creek Permitted Riding Area



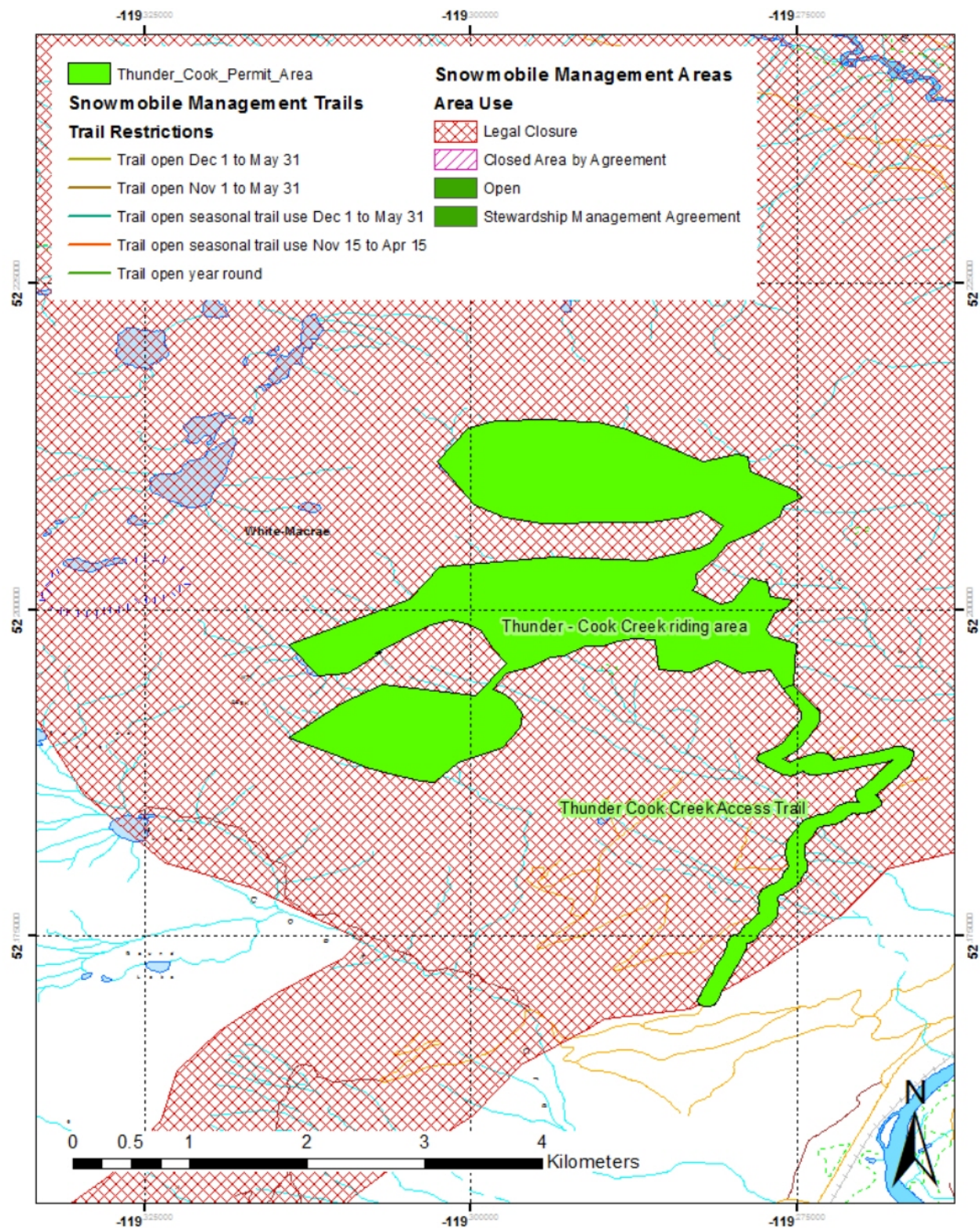
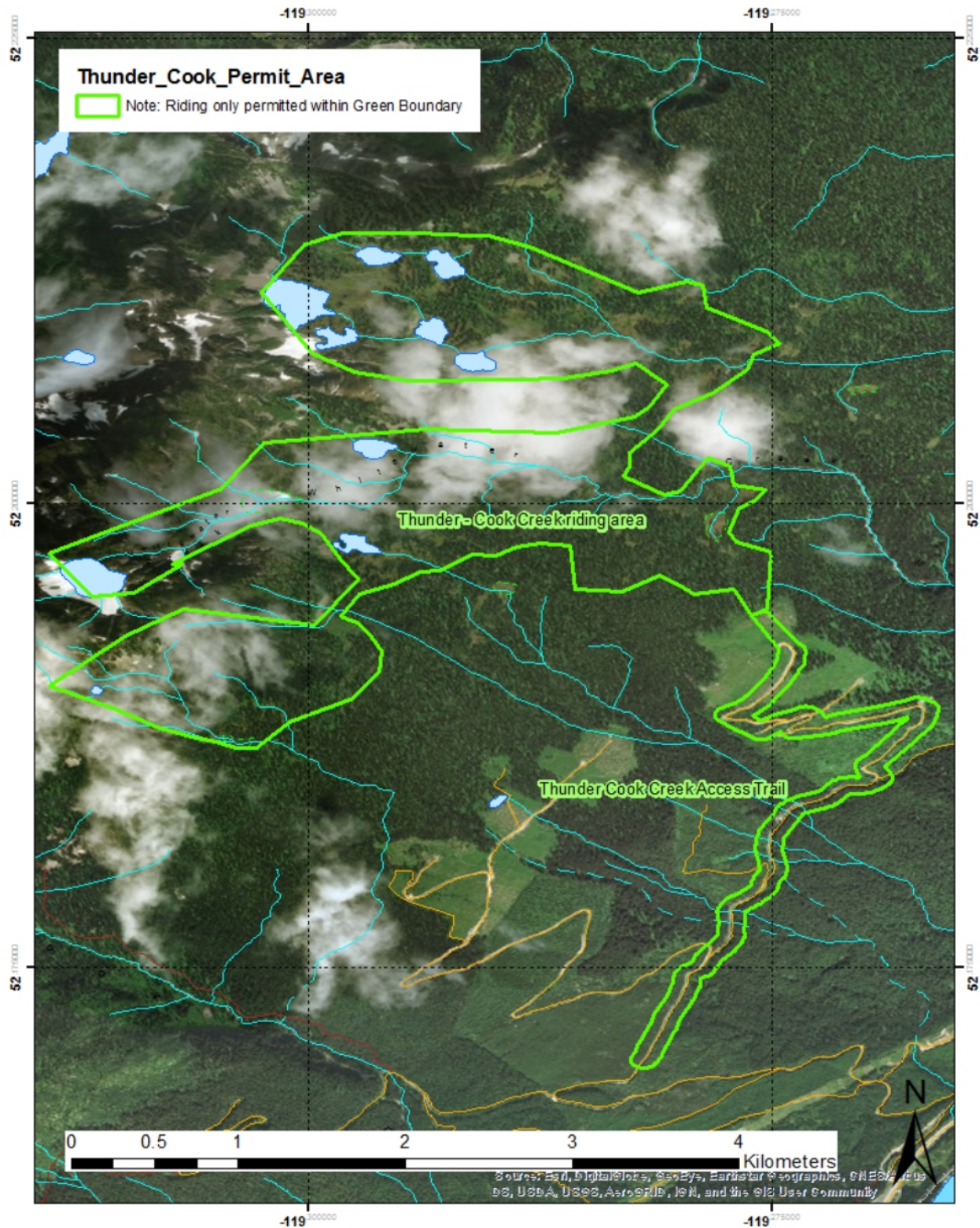


Figure 2. Detailed location of Thunder Cook Creek Permitted Riding Area





**Figure 3. Satellite view of Thunder Cook Creek Permitted Riding Area**

## APPENDIX D

### VEHICLE DISPLAY

PERMIT KA19-482335

**NOTICE: THE USER OF THIS VEHICLE IS PERMITTED TO USE IT FOR THE PURPOSES ON THE TERMS DESCRIBED BELOW**

THE PERMIT HOLDER

<Once permit is signed, copy and paste below page 1 of this permit (excluding the personal information of the permit holder)>





**WILDLIFE ACT**  
**PERMIT KA19-482335**

<b>PERMIT HOLDER</b>	Blue River Powder Packer Society Box 73 Blue River BC V0E 1J0  ATTENTION: Andy Boughton PHONE: 403-861-2502
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**IS EXEMPT UNDER** s. 3 (2)(a) of the Permit Regulation, B.C. Reg. 253/2000,

<b>FROM</b>	(Snowmobile Hunting Closed Areas) of the <b>Motor Vehicle Prohibition Regulation</b> as concerns the following item(s) of Schedule 7 when using or operating an snowmobile for the purpose of hunting:  <b>Revelstoke/Shuswap</b>  <b>12</b> (1) Effective year round, in those portions of M.U.s 3-35, 3-36, 3-37, 3-42, 4-38 and 4-39 highlighted in hatched red lines on the attached Map No. 7-12/11, except that (a) at all times, snowmobiles are permitted in the 20-metre wide corridors shown in green on that map, (b) between December 1 and May 31, snowmobiles are permitted in the 20-metre wide corridors shown in pink on that map in M.U.s 3-41 and 7-2, and (c) between November 15 and April 15, snowmobiles are permitted in the 20-metre wide corridors shown in pink on that map in M.U. 3-44. (2) Between January 1 and April 15, in those portions of M.U.s 4-38 and 4-39 highlighted in cross-hatched pink lines on the attached Map No. 7-12/11
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**SUBJECT TO THE FOLLOWING:**

<b>TERMS OF PERMIT</b>	This permit in this permit ONLY applies to the access route identified as 'Permitted Snowmobile Access' on the attached map (shown in green) This permit is only valid for the purpose of recreational snowmobile activities for temporary access into the Finger Bowls (White Macre and Thunder Cook MU3-44) riding areas. The permit holder must comply with the terms in Appendix A.	
<b>COMPLIANCE PROVISION</b>	Failure to comply with any term of this permit is an offence under the <i>Wildlife Act</i> , and may result in any or all of prosecution, suspension of the permit, cancellation of the permit, ineligibility for future permits, and denial of future permit requests.	
<b>PERIOD OF PERMIT</b>	This permit is only valid from April 5, 2019 to April 7, 2019.	
<b>DATE OF ISSUE</b>	<DATE>	
<b>SIGNATURE OF ISSUER</b>	Gerad Hales Deputy Regional Manager Recreational Fisheries & Wildlife Programs Thompson/Okanagan Region	<b>PERMIT FEE</b> \$50.00  <b>HCTF SURCHARGE</b> \$5.00

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**APPENDIX A  
TERMS OF PERMIT**

**PERMIT KA19-482335**

**REPORTING REQUIREMENTS:**

1. Permit holder must contribute to the monitoring of compliance to the area boundaries and must record and report any non-compliance to the Conservation Officer Service via the RAPP line 1-877-952-7277.

**GENERAL CONDITIONS**

2. The permit holder must comply with all laws applicable to the activities carried out under this permit.
3. This permit extends to the permit holder's employees and volunteers, **but only** when they are engaged in the activities authorized by this permit on behalf of the permit holder.
4. The permit holder must ensure that those persons authorized under this permit carry a copy of this permit on their person when conducting the activities authorized by this permit.
5. The permit holder must ensure that those persons authorized under this permit, while conducting the activities authorized by this permit, prominently display on the vehicle being used, a copy of appendix D and **must not** display it while outside of the area in which any prohibition exempted by this permit applies.
6. No firearms or fishing gear is permitted in vehicles while operating in area closure.
7. No hunting or fishing may be conducted in conjunction with this permit.
8. Wildlife or wildlife parts may not be transported by motor vehicle under the authority of this permit.
9. The permit holder must take all reasonably necessary steps to ensure that public safety is not jeopardized and fish or wildlife habitat is not damaged by any action taken under authority of this permit.
10. The permit holder must ensure that any snowmobilers entering the area are aware of the potential for Caribou in the area and the potential risk to Caribou, the open area boundary and what to do if Caribou are encountered. Refer to the Snowmobile Guide for the Columbia and Rocky Mountains of British Columbia in regard to snowmobiling etiquette within or adjacent to caribou habitat.  
<http://www.snowmobile.gov.bc.ca/>
11. The permit holder must ensure that any activities carried out under this permit do not negatively impact Mountain Caribou. Negative impacts include disturbance (increased stress, increased movement, reduced opportunity for feeding, etc.), displacement to less suitable habitat, higher risk habitats etc., increased risk of predation or increased stress to Caribou.

## APPENDIX B ADVISORY

### PERMIT KA19-482335

#### GENERAL

- It is the permit holder's responsibility to be aware of all applicable laws and the limits of this permit.
- The Province is not liable for any illness contracted through wildlife handling. It is the responsibility of the permit holder to inform themselves of possible health hazards, and to ensure that all reasonably necessary safety measures are undertaken.
- If applicable, the permit holder is responsible for renewing his or her own permit. The issuer is not obliged to send a reminder notice.

#### LEGISLATION

Below is a non-exhaustive list of provisions under the *Wildlife Act* and regulations that are relevant to this permit. It is the permit holder's responsibility to be aware of any provisions under the Act or regulations that may apply to this permit.

#### Wildlife Act

##### Damage to land set aside for wildlife

7 (1) A person commits an offence if the person

- (a) alters, destroys or damages wildlife habitat, or
- (b) deposits on land or water a substance or manufactured product or by product

in a manner that is harmful to

- (a) wildlife, or
- (b) wildlife habitat

in a wildlife management area, except as permitted under section 4 (4) or by the regulations or a permit.

##### Documents not transferable

81 Except as authorized by regulation or as otherwise provided under this Act, a licence, permit or limited entry hunting authorization is not transferable, and a person commits an offence if the person

- (a) allows his or her licence, permit or limited entry hunting authorization to be used by another person, or
- (b) uses another person's licence, permit or limited entry hunting authorization.

##### Failure to pay fine

85 (1) This section applies if a person

- (a) fails to pay, within the time required by law, a fine imposed as a result of the person's conviction for an offence under this Act or the Firearm Act, and
- (b) has been served with notice of this section.

(2) In the circumstances referred to in subsection (1),

- (a) the person's right to apply for or obtain a licence, permit or limited entry hunting authorization under this Act is suspended immediately and automatically on the failure to pay the fine,
- (b) all licences, permits and limited entry hunting authorizations issued to that person under this Act are cancelled immediately and automatically on the failure to pay the fine,
  - (b.1) the person must not apply for employment as an assistant guide,
  - (b.2) the person must not guide as an assistant guide, and
- (c) the person commits an offence if, before that fine is paid, the person



- (i) applies for, or in any way obtains, a licence, permit or limited entry hunting authorization under this Act,
- (ii) does anything for which a licence, permit or limited entry hunting authorization under this Act is required,
- (iii) applies for employment as an assistant guide, or
- (iv) guides as an assistant guide.

#### **Proof of identity and authorization**

**97** (1) In this section, “**authorization**” means a licence, permit or limited entry hunting authorization issued under this Act.

- (2) Subject to subsection (5), a person who is required to hold an authorization must, on the request of an officer,
  - (a) state the person's name and address,
  - (b) produce prescribed photo identification, and
  - (c) demonstrate in accordance with subsection (3) that the person holds the authorization.
- (3) A person may demonstrate that the person holds an authorization by
  - (a) producing the authorization, or
  - (b) unless the regulations require that the original authorization be produced,
    - (i) producing a legible copy of the authorization, or
    - (ii) if authorized by the regulations, stating a number assigned to the person by the director as an identification number for the person.
- (4) Subject to subsection (5), a person who would be required to hold a licence or permit issued under this Act were the person not exempt under section 11 (9) or 12 (b) must, on the request of an officer,
  - (a) state the person's name and address, and
  - (b) produce prescribed photo identification.
- (5) Subsections (2) (b) and (4) (b) do not apply to a person in a prescribed class of persons.
- (6) A person who contravenes subsection (2) or (4) commits an offence.

#### **Permit Regulation**

##### **General offence – failure to comply with permit**

**8** A person who holds a permit under the Act or the Permit Regulation commits an offence if he or she fails to comply with a term of the permit.

#### **Wildlife Act General Regulation**

##### **Proof of identity**

**20.04** (1) For the purposes of section 97 (2)(b) and (4)(b) of the Act, the following photo identification is prescribed:

- (a) valid photo identification issued to a person by any of the following:
  - (i) the government of Canada;
  - (ii) the government of a province or territory, or an agent of the government of a province or territory, in which the person has a current address;
  - (iii) the Nisga'a Lisims Government, if the person is a Nisga'a citizen;
  - (iv) a treaty first nation, if the person is a treaty first nation member of the treaty first nation;
- (b) in the case of a person who is a non-resident alien, valid photo identification in the form of
  - (i) a passport, or
  - (ii) a driver's licence issued to the person by a foreign jurisdiction in which the person has a current address;
- (c) in any case, a valid NEXUS card.

(2) For the purposes of section 97 (5) of the Act, persons under 16 years of age are prescribed as exempt from the requirement to produce photo identification.

**APPENDIX C  
EXEMPTION DETAILS**

**PERMIT KA19-482335**



COLUMBIA

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**APPENDIX D  
VEHICLE DISPLAY**

**PERMIT KA19-482335**

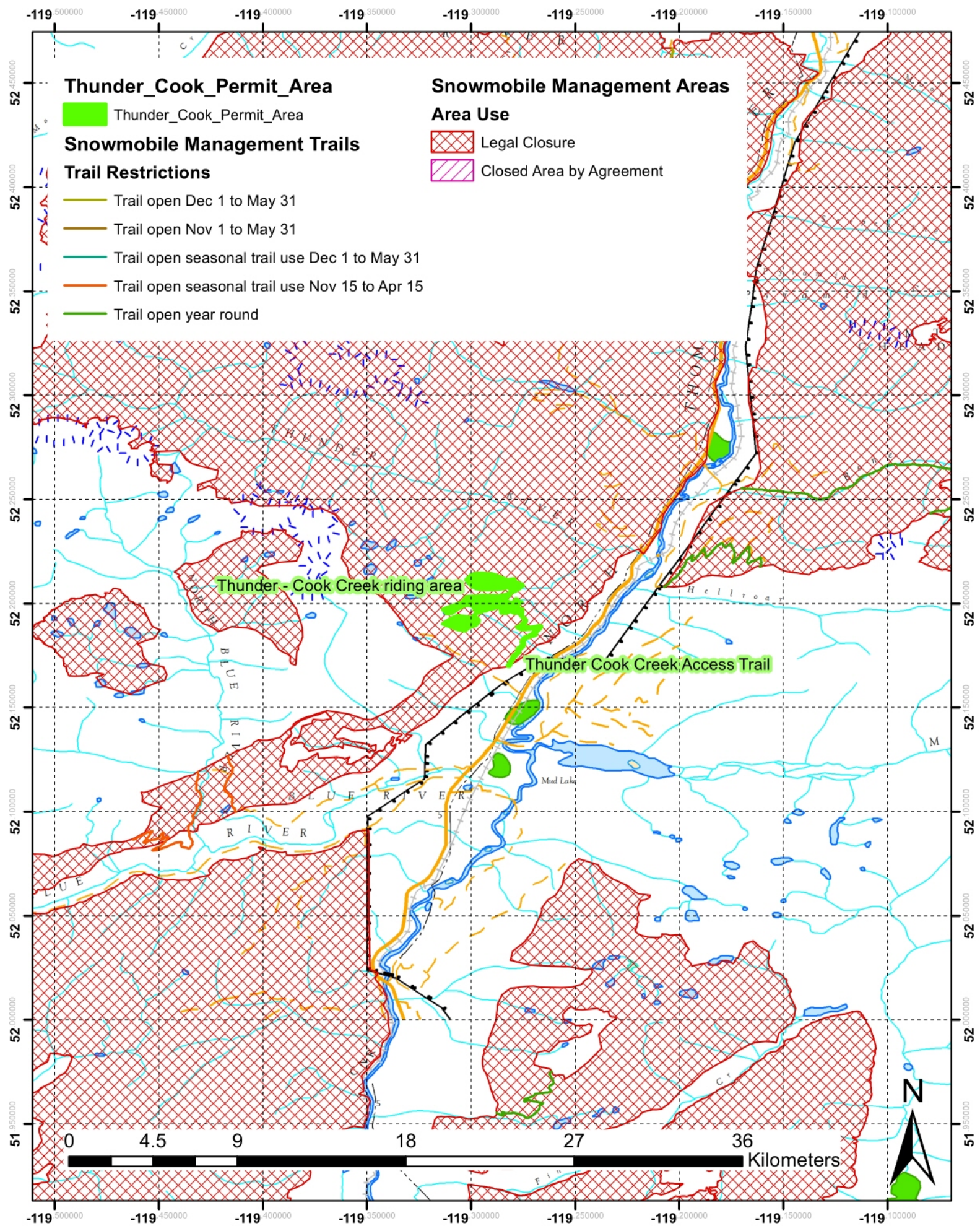
**NOTICE: THE USER OF THIS VEHICLE IS PERMITTED TO USE IT FOR  
THE PURPOSES ON THE TERMS DESCRIBED BELOW**

**THE PERMIT HOLDER**

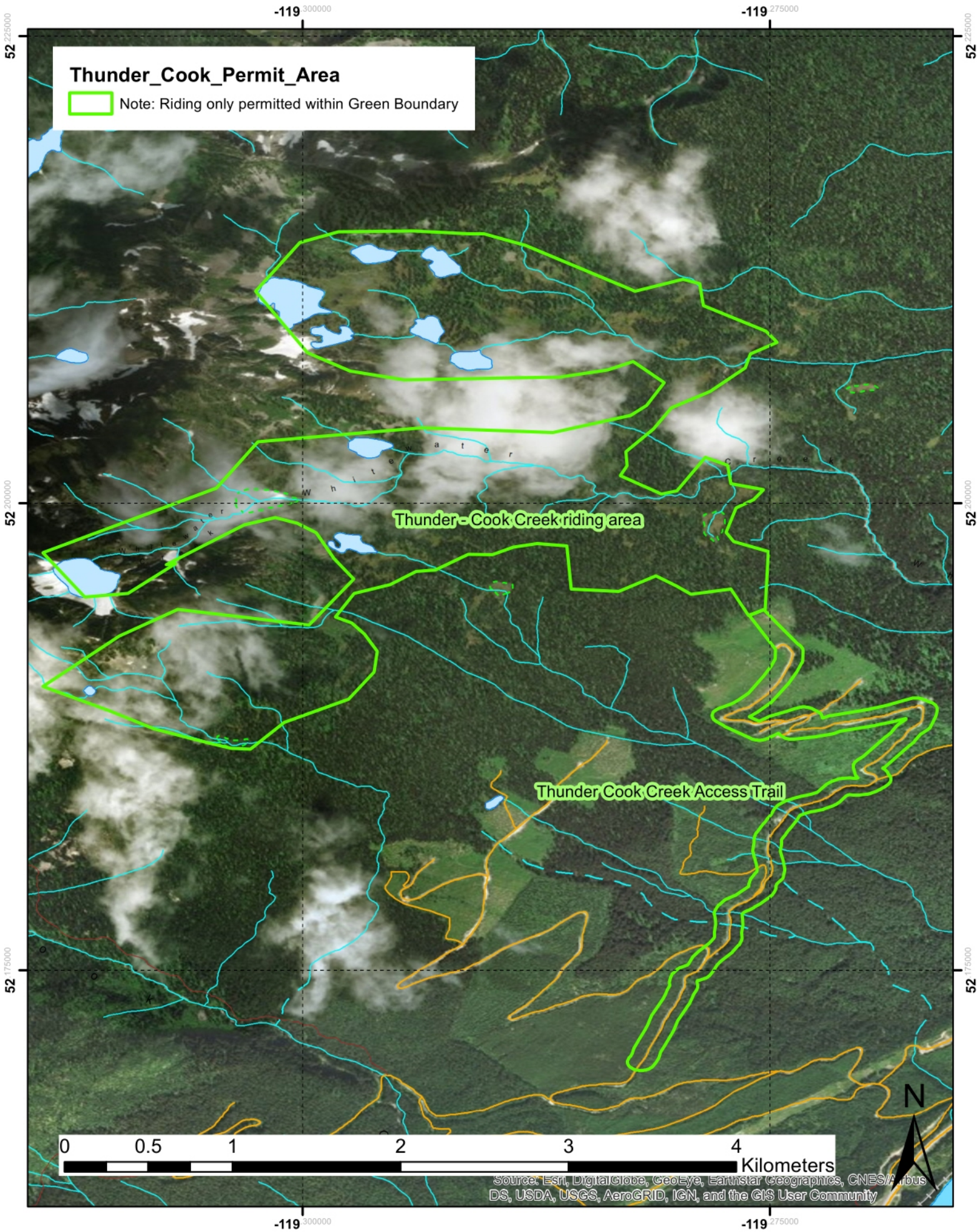
<Once permit is signed, copy and paste below page 1 of this permit (excluding the personal information of the permit holder)>











**Thunder\_Cook\_Permit\_Area**

Note: Riding only permitted within Green Boundary

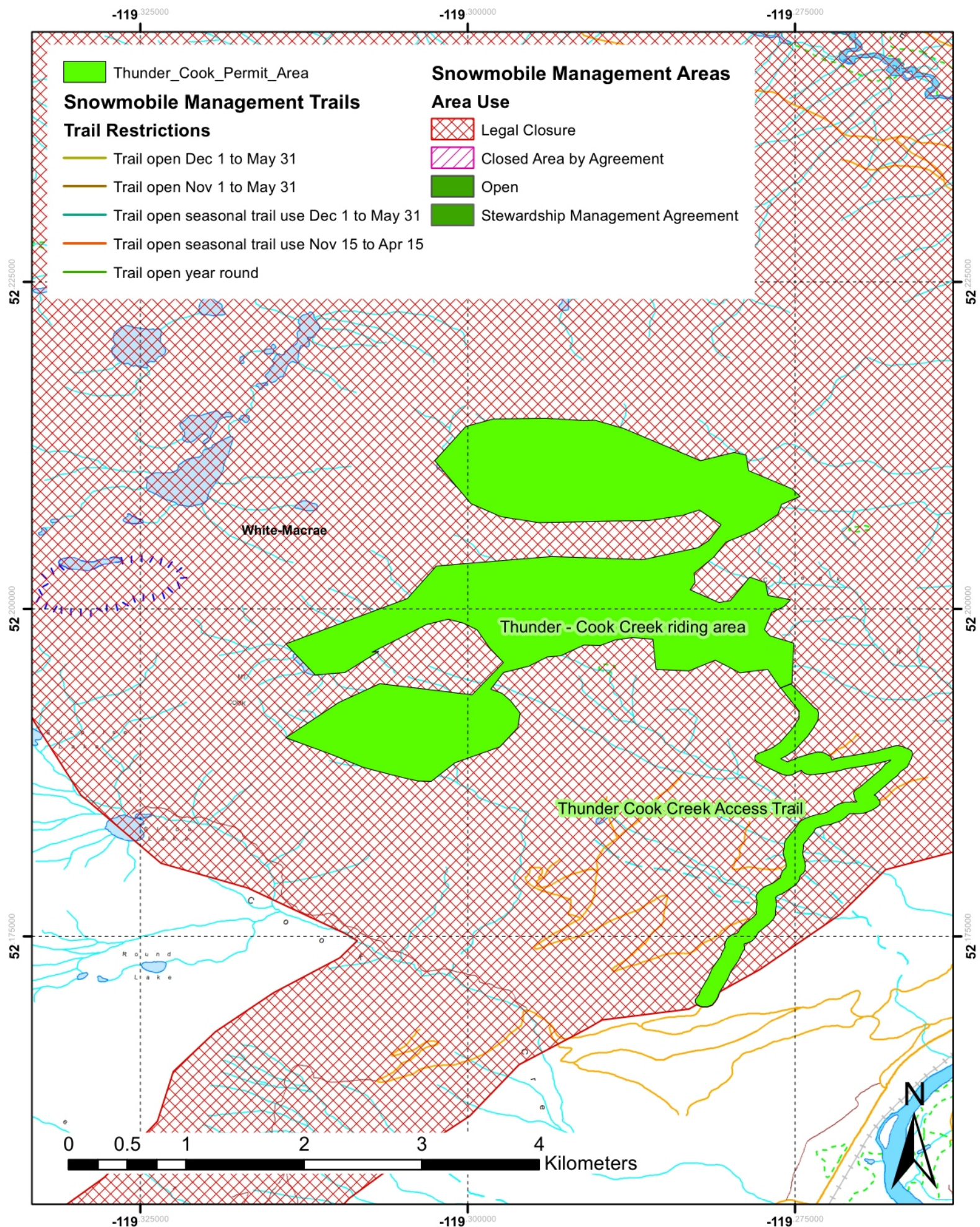
Thunder-Cook Creek riding area

Thunder Cook Creek Access Trail

0 0.5 1 2 3 4 Kilometers

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community









# Fish and Wildlife Application

Tracking Number: 100300987

## Applicant Information

If approved, will the authorization be issued to an Individual or Company/Organization? Company/Organization  
What is your relationship to the company/organization? Employee

## APPLICANT COMPANY/ORGANIZATION CONTACT INFORMATION

Applicant is an Individual or an Organization to whom this authorization Permit/Licence will be issued, if approved.

Name: Blue River Powder Packer Society  
Doing Business As: Blue River Powder Packer Society  
Phone: 403-861-2502  
Fax:  
Email: info@sledblueriver.com  
BC Incorporation Number:  
Extra Provincial Inc. No: Blue River  
Society Number:  
GST Registration Number:  
Contact Name: Andy Boughton  
Mailing Address: Box 73  
PO BOX 73 Blue River  
Blue River BC V0E 1J0

## TECHNICAL INFORMATION

### APPLICATIONS

You may submit one or more application(s) Click on the 'Add Application' for each application you would like to add. In order to submit multiple applications together they must be for one applicant and in the same region.

#### Type

General Wildlife Permit

### GENERAL WILDLIFE PERMIT

Please provide the following general information about you and your application.

#### APPLICATION TYPE

Please provide the following details regarding your application.

What type of permit are you applying for: New Permit

Applicant Date of Birth (DD/MM/YYYY) s. 22

#### PROPOSED ACTIVITY

Please provide the following details regarding your proposed activity.

Wildlife Species - Common Name: Sled Boarding in a wildlife closure zone  
Wildlife Species - Scientific Name:  
Location of Activity: White River Drainage, Blue River, BC (see kmz file)  
Activity Start Date: Dec 1, 2019  
Activity End Date: Dec 1, 2022

#### ACTIVITY DESCRIPTION

Provide a detailed description of the activity you require a permit for. Include methods and equipment to be used. If your activity involves the capture, transport, possession, release or export of live animals or viable eggs, you must also include a detailed safety plan

that explains the measures you will take to ensure that public safety will be protected. (For example, how would you prevent escapes?) In your own words, also describe the purpose of this activity and any special circumstances the Ministry should be aware of.

**Description:**

Sled Snowboarding/Skiing access in the White River drainage near Blue River BC. The proposed area for drop off is largely accessed via an existing snowmobile zone. The purpose of this permit is to allow further access through a wildlife closure for the pick up of snowboarder/skiers. Please see the attached KMZ file. The goal is to allow access to the snowboard/ski runs indicated with blue lines and all for pick up (with a snowmobile) following the lighter green line. The other green line (slightly darker, sorry bit hard to see difference) in the KMZ file is an existing snowmobile area.

**Additional Permit-Specific Information:**

**GENERAL WILDLIFE PERMIT - APPENDIX**

**Legislation**

Below is a non-exhaustive list of provisions under the Wildlife Act and regulations that are relevant to this licence. It is the licence holder's responsibility to be aware of any provisions under the Act or regulations that may apply to this licence.

**Failure to pay fine**

85 (1) This section applies if a person

(a) fails to pay, within the time required by law, a fine imposed as a result of the person's conviction for an offence under this Act or the Firearm Act, and

(b) has been served with notice of this section.

(2) In the circumstances referred to in subsection (1),

(a) the person's right to apply for or obtain a licence, permit or limited entry hunting authorization under this Act is suspended immediately and automatically on the failure to pay the fine,

(b) all licences, permits and limited entry hunting authorizations issued to that person under this Act are cancelled immediately and automatically on the failure to pay the fine

(i) the person must not apply for employment as an assistant guide

(ii) the person must not guide as an assistant guide

(c) the person commits an offence if, before that fine is paid, the person

(i) applies for, or in any way obtains, a licence, permit or limited entry hunting authorization under this Act, or

(ii) does anything for which a licence, permit or limited entry hunting authorization under this Act is required.

(iii) applies for employment as an assistant guide

(iv) guides as an assistant guide

**ATTACHED DOCUMENTS**

Document Type	Description	Filename
Generic Document Upload	Email from client	100300987 - 2.msg
Generic Document Upload	White River Sledboard. KMZ	100300987.msg

**PRIVACY DECLARATION**

☒ Check here to indicate that you have read and agree to the privacy declaration stated above.

**IMPORTANT NOTICES**

Please review the clauses and conditions associated with your application below.

**DECLARATION**

☒ I acknowledge that the information I have provided is true and that I fulfill the requirements for the applications.

**OFFICE**

**Office to submit application to:**

Kamloops



<b>APPLICANT SIGNATURE</b>	
<b>Applicant Signature</b>	<b>Date</b>

<b>OFFICE USE ONLY</b>		
<b>Office</b> Kamloops	<b>File Number</b>	<b>Project Number</b>
	<b>Disposition ID</b>	<b>Client Number</b>

**From:** Phillpotts, Mark G WLRS:EX(Mark.Phillpotts@gov.bc.ca)  
**To:** Doll, Cheryl O FOR:EX (Cheryl.Doll@gov.bc.ca); Stackhouse, Marsha G FOR:EX (Marsha.Stackhouse@gov.bc.ca)  
**To:** Ernst, Bevan WLRS:EX (Bevan.Ernst@gov.bc.ca)  
**Subject:** FW: ACTION - Requesting RM consideration - Access Permit - TR#100300987 KA20-595976 Blue River Powder Packer  
**Sent:** 11/02/2020 19:26:04  
**Attachments:** White\_River\_Permitted\_Access\_Trails.kmz, Blue River Powder Packer Society KA19-595976 (d) (002).doc

Approved, please see Bevans supporting information and conditions below.

**Mark Phillpotts R.P. Bio.**

A/Fish and Wildlife Section Head  
MFLNRORD Resource Management  
1259 Dalhousie Drive  
Kamloops, B.C. V2C 5Z5  
tel: 250.312.6646

---

**From:** Ernst, Bevan FLNR:EX <Bevan.Ernst@gov.bc.ca>  
**Sent:** October 24, 2020 6:38 AM  
**To:** Phillpotts, Mark G FLNR:EX <Mark.Phillpotts@gov.bc.ca>  
**Cc:** Stackhouse, Marsha G FLNR:EX <Marsha.Stackhouse@gov.bc.ca>; Doll, Cheryl O FLNR:EX <Cheryl.Doll@gov.bc.ca>  
**Subject:** RE: ACTION - Requesting RM consideration - Access Permit - TR#100300987 KA20-595976 Blue River Powder Packer

Good afternoon,

I have reviewed the permit application and edited the draft permit with an improved map and made minor revision to some of the permit conditions. I am also attaching a kmz file of the permitted trails for permit users to download for compliance with the permit terms. Given that the application is for small extensions of trail connected to existing permitted snowmobiling in close proximity highway I do not believe that the permit will result in any additional risk to caribou. Approving the permit will expand recreation opportunities close to Blue River and compliance with the single year permit can be monitored to determine if the permitted exemption be amended into existing agreements with the club.

**[\*\*Inline Attachment - Blue River Powder Packer Society KA19-595976 (d) (002).doc\*\*] [\*\*Inline Attachment - White\_River\_Permitted\_Access\_Trails.kmz\*\*]**



**Bevan Ernst, MSc,  
RPBio  
Regional Caribou  
Biologist**  
Thompson  
Okanagan Region  
| Ecosystems  
Section  
Phone (250) 312-  
6640 | Mobile  
(250) 318-6929  
**Forests, Lands,  
Natural Resource  
Operations, and  
Rural  
Development**

---

**From:** Doll, Cheryl O FLNR:EX <[Cheryl.Doll@gov.bc.ca](mailto:Cheryl.Doll@gov.bc.ca)>  
**Sent:** September 10, 2020 8:44 AM  
**To:** Ernst, Bevan FLNR:EX <[Bevan.Ernst@gov.bc.ca](mailto:Bevan.Ernst@gov.bc.ca)>  
**Cc:** Doll, Cheryl O FLNR:EX <[Cheryl.Doll@gov.bc.ca](mailto:Cheryl.Doll@gov.bc.ca)>; Stackhouse, Marsha G FLNR:EX <[Marsha.Stackhouse@gov.bc.ca](mailto:Marsha.Stackhouse@gov.bc.ca)>  
**Subject:** ACTION - Requesting RM consideration - Access Permit - TR#100300987 KA20-595976 Blue River Powder Packer

*Hello, may I have Regional Manager's consideration for this attached Access permit.*

*Supporting documents attached:*

*Application;*  
<< File: ApplicationFormReport (3).pdf >>  
*COORS – no history*

*Draft permit – **Note: Review all Yellow highlighted detail from previous permit***  
<< File: Blue River Powder Packer Society KA20-595976 (d).doc >>  
*Thank you, C*

<< OLE Object: Picture (Device Independent Bitmap) >>

**Cheryl Doll**

**Fish and Wildlife Permit Administrator**

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

441 Columbia Street | Kamloops, BC V2C 2T3

Tel: 250 828-4468 | Fax 250 828-4442

[FrontCounter BC Website](#) | Toll-Free Contact Centre: 1-877-855-3222

Tell us about your experience with FrontCounter BC: [Complete an Online Comment Card](#)

## WILDLIFE ACT

### PERMIT KA19-595976

<b>PERMIT HOLDER</b>	Blue River Powder Packer Society PO BOX 73 Blue River Blue River BC V0E 1J0  ATTENTION: Andy Boughton PHONE: 403-861-2502
----------------------	--

**IS EXEMPT UNDER** s. 3 (2)(a) of the Permit Regulation, B.C. Reg. 253/2000,

<b>FROM</b>	Snowmobile Closed of the <b>Motor Vehicle Prohibition</b> Regulation  <b>Snowmobile closed areas</b> 7.1 A person commits an offence if he or she uses or operates a snowmobile in an area described in Schedule 7 during the period specified in that schedule for each area.
-------------	---

#### SUBJECT TO THE FOLLOWING:

<b>TERMS OF PERMIT</b>	This permit is only valid for the purpose of recreational snowmobile activities for temporary access into the White River Drainage  The permit holder must comply with the terms in Appendix A.		
<b>COMPLIANCE PROVISION</b>	Failure to comply with any term of this permit is an offence under the <i>Wildlife Act</i> , and may result in any or all of prosecution, suspension of the permit, cancellation of the permit, ineligibility for future permits, and denial of future permit requests.		
<b>PERIOD OF PERMIT</b>	This permit is only valid from November 1, 2019 to April 15, 2020.		
<b>DATE OF ISSUE</b>	<DATE>		
<b>SIGNATURE OF ISSUER</b>	Mark Philpotts Section Head Fisheries & Wildlife Programs Thompson/Okanagan Region	<b>PERMIT FEE</b> \$50.00  <b>HCTF SURCHARGE</b> \$5.00	



# APPENDIX A TERMS OF PERMIT

## PERMIT KA19-595976

**Snowmobiling is an activity of relatively high risk to personal and public safety, particularly when traveling in terrain that may be prone to avalanches. The Ministry has not assessed any of the areas open to snowmobiling activities for risks to public safety such as, but not limited to, avalanche or terrain risks. Individual riders are responsible to determine whether the areas are safe to ride, to select safe snowmobiling practices and to be aware of local hazards.**

### REPORTING REQUIREMENTS

1. The snowmobile club must include annual reporting of use of the permitted access trails as part of their existing reporting requirements.
2. Permit holder must submit the copy of this record to the FrontCounter BC (441 Columbia Street Kamloops BC V2C 2T3) as well as to the Ministry of Forests, Lands and Natural Resource Operations, Fish & Wildlife Branch to the attention of Bevan Ernst (1259 Dalhousie Drive, Kamloops BC V2C 5Z5) by June 1, 2021.
3. Permit holder must contribute to the monitoring of compliance to the area boundaries and must record and report any non-compliance to the Conservation Officer Service via the RAPP line 1-877-952-7277.
4. Permit holder must **report activities carried out in General Conditions 6 and 7 as they** are completed to Ministry of Forests, Lands and Natural Resource Operations, Fish & Wildlife Branch to the attention: Bevan Ernst (1259 Dalhousie Drive, Kamloops BC V2C 5Z5).

### GENERAL CONDITIONS

1. The permit holder must comply with all laws applicable to the activities carried out under this permit.
2. This permit extends to the members of the Blue River Powder Packers (BRPP) **ONLY** when they are facilitating "sled-skiing" where snowmobiles are used to drop off and collect people engaging in skiing, snowboarding, or other non-motorized recreation outside of the established riding area. This permit applies within 50m of the permitted access trails as shown in Appendix C and accompanying digital spatial file. Commercial activities such as guided tours or filming ventures are not allowed under the terms of this permit.
3. All members of the BRPP must carry a physical or electronic copy of this permit and an electronic or physical map of the snowmobile access trails with them when they are snowmobiling on the White River Drainage Permitted Access Trail as shown in Appendix C.
4. The permit holder must ensure that any activities carried out under this permit do not negatively impact caribou. Negative impacts include disturbance (increased stress, increased movement, reduced opportunity for feeding, etc.) and/or displacement (movement to less suitable habitat or movement to higher risk areas from predation or avalanche terrain).
5. The permit holder must ensure that all authorized BRPP members and BRPP permit holders entering the White River Drainage Permitted Access Trails are aware that there may be caribou present, that rider presence may increase the disturbance and/or displacement risk to caribou, that they must remain within the White River Drainage Permitted Access Trails and that it is a requirement to leave the White River Drainage Permitted Access Trails if caribou or fresh evidence of caribou tracks or droppings are observed in the White River Drainage Permitted Access Trails.
6. When the permit holder becomes aware of caribou, or evidence of caribou are within White River Drainage Permitted Access Trails the permit holder must proactively reduce the risk to caribou by eliminating the possibilities of encounters with caribou by vacating the White River Drainage Permitted Access Trails and closing the White River Drainage Permitted Access Trails until caribou are no longer in or within 1 kilometer the White River Drainage Permitted Access Trails. All BRPP members and BRPP pass holders must be notified of the closure in a timely

manner. To confirm that caribou are no longer in the White River Drainage Permitted Access Trails a small group ( $\leq 4$  riders) may return to cautiously inspect the White River Drainage Permitted Access Trails no less than three days after becoming aware of caribou in or within 1 kilometer of the White River Drainage Permitted Access Trails or evidence of caribou have been encountered.

7. The permit holder must make every reasonable effort to identify and address the causes (which may be insufficient signage, lack of awareness, etc) of any non-compliance within the Little Grace *Wildlife Act* closure or the White River Drainage Permitted Access Trails in the immediate term.
8. No firearms or fishing gear is permitted in vehicles while operating in area closure.
9. No hunting or fishing may be conducted in conjunction with this permit.
10. Wildlife or wildlife parts may not be transported by motor vehicle under the authority of this permit.
11. The permit holder must take all reasonably necessary steps to ensure that public safety is not jeopardized and fish or wildlife habitat is not damaged by any action taken under authority of this permit.



## APPENDIX B ADVISORY

### PERMIT KA19-595976

#### GENERAL

- It is the permit holder's responsibility to be aware of all applicable laws and the limits of this permit.
- The Province is not liable for any illness contracted through wildlife handling. It is the responsibility of the permit holder to inform themselves of possible health hazards, and to ensure that all reasonably necessary safety measures are undertaken.
- If applicable, the permit holder is responsible for renewing his or her own permit. The issuer is not obliged to send a reminder notice.

#### LEGISLATION

Below is a non-exhaustive list of provisions under the *Wildlife Act* and regulations that are relevant to this permit. It is the permit holder's responsibility to be aware of any provisions under the Act or regulations that may apply to this permit.

#### Wildlife Act

##### Damage to land set aside for wildlife

7 (1) A person commits an offence if the person

- (a) alters, destroys or damages wildlife habitat, or
- (b) deposits on land or water a substance or manufactured product or by product

in a manner that is harmful to

- (a) wildlife, or
- (b) wildlife habitat

in a wildlife management area, except as permitted under section 4 (4) or by the regulations or a permit.

##### Documents not transferable

81 Except as authorized by regulation or as otherwise provided under this Act, a licence, permit or limited entry hunting authorization is not transferable, and a person commits an offence if the person

- (a) allows his or her licence, permit or limited entry hunting authorization to be used by another person, or
- (b) uses another person's licence, permit or limited entry hunting authorization.

##### Failure to pay fine

85 (1) This section applies if a person

- (a) fails to pay, within the time required by law, a fine imposed as a result of the person's conviction for an offence under this Act or the Firearm Act, and
- (b) has been served with notice of this section.

(2) In the circumstances referred to in subsection (1),

- (a) the person's right to apply for or obtain a licence, permit or limited entry hunting authorization under this Act is suspended immediately and automatically on the failure to pay the fine,
- (b) all licences, permits and limited entry hunting authorizations issued to that person under this Act are cancelled immediately and automatically on the failure to pay the fine,
  - (b.1) the person must not apply for employment as an assistant guide,
  - (b.2) the person must not guide as an assistant guide, and



- (c) the person commits an offence if, before that fine is paid, the person
  - (i) applies for, or in any way obtains, a licence, permit or limited entry hunting authorization under this Act,
  - (ii) does anything for which a licence, permit or limited entry hunting authorization under this Act is required,
  - (iii) applies for employment as an assistant guide, or
  - (iv) guides as an assistant guide.

#### **Proof of identity and authorization**

**97** (1) In this section, “**authorization**” means a licence, permit or limited entry hunting authorization issued under this Act.

(2) Subject to subsection (5), a person who is required to hold an authorization must, on the request of an officer,

- (a) state the person's name and address,
- (b) produce prescribed photo identification, and
- (c) demonstrate in accordance with subsection (3) that the person holds the authorization.

(3) A person may demonstrate that the person holds an authorization by

- (a) producing the authorization, or
- (b) unless the regulations require that the original authorization be produced,
  - (i) producing a legible copy of the authorization, or
  - (ii) if authorized by the regulations, stating a number assigned to the person by the director as an identification number for the person.

(4) Subject to subsection (5), a person who would be required to hold a licence or permit issued under this Act were the person not exempt under section 11 (9) or 12 (b) must, on the request of an officer,

- (a) state the person's name and address, and
- (b) produce prescribed photo identification.

(5) Subsections (2) (b) and (4) (b) do not apply to a person in a prescribed class of persons.

(6) A person who contravenes subsection (2) or (4) commits an offence.

#### **Permit Regulation**

##### **General offence – failure to comply with permit**

**8** A person who holds a permit under the Act or the Permit Regulation commits an offence if he or she fails to comply with a term of the permit.

#### **Wildlife Act General Regulation**

##### **Proof of identity**

**20.04** (1) For the purposes of section 97 (2)(b) and (4)(b) of the Act, the following photo identification is prescribed:

(a) valid photo identification issued to a person by any of the following:

- (i) the government of Canada;
- (ii) the government of a province or territory, or an agent of the government of a province or territory, in which the person has a current address;
- (iii) the Nisga'a Lisims Government, if the person is a Nisga'a citizen;
- (iv) a treaty first nation, if the person is a treaty first nation member of the treaty first nation;

(b) in the case of a person who is a non-resident alien, valid photo identification in the form of

- (i) a passport, or
- (ii) a driver's licence issued to the person by a foreign jurisdiction in which the person has a current address;

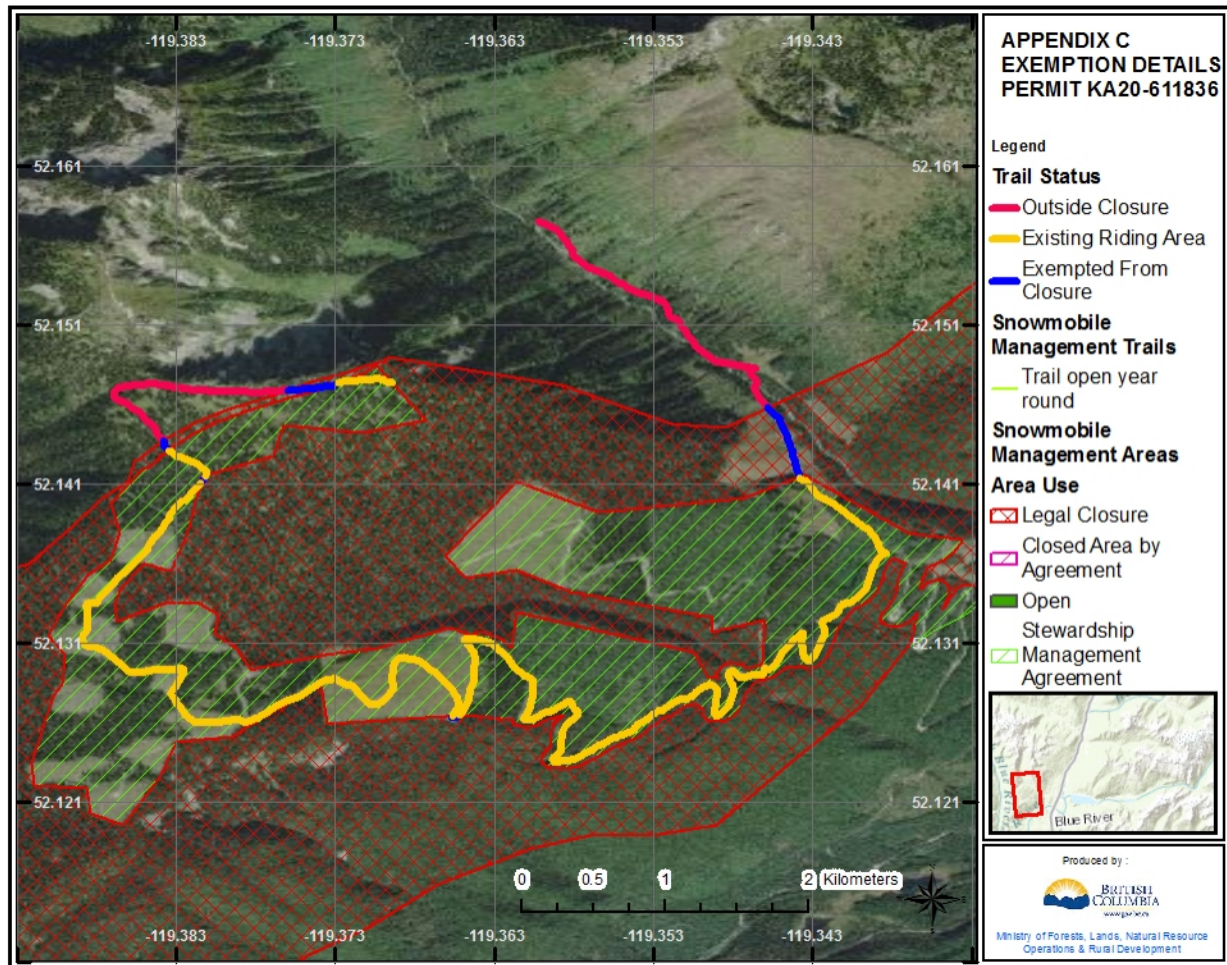
(c) in any case, a valid NEXUS card.

(2) For the purposes of section 97 (5) of the Act, persons under 16 years of age are prescribed as exempt from the requirement to produce photo identification.



## APPENDIX C EXEMPTION DETAILS

PERMIT KA19-595976



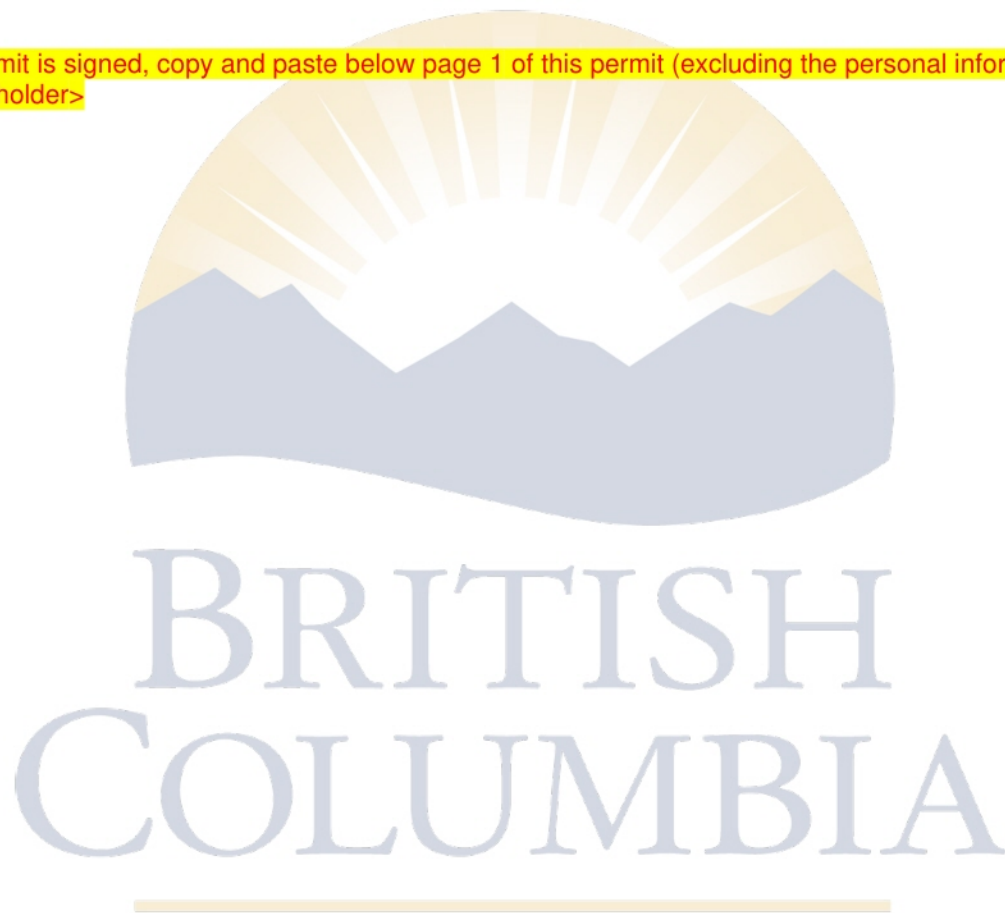
**APPENDIX D  
VEHICLE DISPLAY**

**PERMIT KA19-595976**

**NOTICE: THE USER OF THIS VEHICLE IS PERMITTED TO USE IT FOR  
THE PURPOSES ON THE TERMS DESCRIBED BELOW**

**THE PERMIT HOLDER**

<Once permit is signed, copy and paste below page 1 of this permit (excluding the personal information of the permit holder)>





# Fish and Wildlife Application

Tracking Number: 100229631

## Applicant Information

If approved, will the authorization be issued to an Individual or Company/Organization? Company/Organization  
What is your relationship to the company/organization? Board Member

## APPLICANT COMPANY/ORGANIZATION CONTACT INFORMATION

Applicant is an Individual or an Organization to whom this authorization Permit/Licence will be issued, if approved.-

Name: Blue River Powder Packers Society  
Doing Business As:  
Phone: 250-674-8311  
Fax:  
Email:  
BC Incorporation Number:  
Extra Provincial Inc. No:  
Society Number:  
GST Registration Number:  
Contact Name: Albert Venor  
Mailing Address: PO Box 73  
PO Box 73 Blue River  
Blue River BC V0E 1J0

## TECHNICAL INFORMATION

### APPLICATIONS

You may submit one or more application(s) Click on the 'Add Application' for each application you would like to add. In order to submit multiple applications together they must be for one applicant and in the same region.

#### Type

General Wildlife Permit

### GENERAL WILDLIFE PERMIT

Please provide the following general information about you and your application.

#### APPLICATION TYPE

Please provide the following details regarding your application.

What type of permit are you applying for: New Permit

Applicant Date of Birth (DD/MM/YYYY) s. 22

#### PROPOSED ACTIVITY

Please provide the following details regarding your proposed activity.

Wildlife Species - Common Name: Sledboarding within a cariboo closure  
Wildlife Species - Scientific Name:  
Location of Activity: Bone Creek Drainage - Lookout (please refer to attached kmz)  
Activity Start Date: Dec 1, 2017  
Activity End Date: May 1, 2018

#### ACTIVITY DESCRIPTION

Provide a detailed description of the activity you require a permit for. Include methods and equipment to be used. If your activity involves the capture, transport, possession, release or export of live animals or viable eggs, you must also include a detailed safety plan



that explains the measures you will take to ensure that public safety will be protected. (For example, how would you prevent escapes?) In your own words, also describe the purpose of this activity and any special circumstances the Ministry should be aware of.

**Description:**

Sled Boarding/Skiing within designated areas according to attached maps. Shuttle routes indicated in green. Skiing/Boarding indicated in blue. All users must be club members.

**Additional Permit-Specific Information:**

Permit activity code:S. 3(2)(a), B.C. Reg. 253/2000  
Please note that a copy of this permit application has been sent to Mike Wiegele's Helicopter Skiing.  
If a permit cannot be granted, please outline specific reasons as to the decision, so as to help the club work towards a future solution

**GENERAL WILDLIFE PERMIT - APPENDIX**

**Legislation**

Below is a non-exhaustive list of provisions under the Wildlife Act and regulations that are relevant to this licence. It is the licence holder's responsibility to be aware of any provisions under the Act or regulations that may apply to this licence.

**Failure to pay fine**

85 (1) This section applies if a person

(a) fails to pay, within the time required by law, a fine imposed as a result of the person's conviction for an offence under this Act or the Firearm Act, and

(b) has been served with notice of this section.

(2) In the circumstances referred to in subsection (1),

(a) the person's right to apply for or obtain a licence, permit or limited entry hunting authorization under this Act is suspended immediately and automatically on the failure to pay the fine,

(b) all licences, permits and limited entry hunting authorizations issued to that person under this Act are cancelled immediately and automatically on the failure to pay the fine

(i) the person must not apply for employment as an assistant guide

(ii) the person must not guide as an assistant guide

(c) the person commits an offence if, before that fine is paid, the person

(i) applies for, or in any way obtains, a licence, permit or limited entry hunting authorization under this Act, or

(ii) does anything for which a licence, permit or limited entry hunting authorization under this Act is required.

(iii) applies for employment as an assistant guide

(iv) guides as an assistant guide

**ATTACHED DOCUMENTS**

Document Type	Description	Filename
Generic Document Upload	Lookout - Bone Creek Sledboard zone google earth kmz file attached.	Bone Creek 3 Sledboard.kmz

**PRIVACY DECLARATION**

☒ Check here to indicate that you have read and agree to the privacy declaration stated above.

**IMPORTANT NOTICES**

Please review the clauses and conditions associated with your application below.

**DECLARATION**

☒ I acknowledge that the information I have provided is true and that I fulfill the requirements for the applications.

**OTHER INFORMATION**

Is there any other information you would like us to know?

Please advise a projected decision date.

**OFFICE**



Office to submit application to: Kamloops

APPLICANT SIGNATURE	
Applicant Signature	Date

OFFICE USE ONLY		
Office Kamloops	File Number	Project Number
	Disposition ID	Client Number

**From:** Phillpotts, Mark G WLRS:EX(Mark.Phillpotts@gov.bc.ca)  
**To:** Doll, Cheryl O FOR:EX (Cheryl.Doll@gov.bc.ca); Stackhouse, Marsha G FOR:EX (Marsha.Stackhouse@gov.bc.ca)  
**To:** Ernst, Bevan WLRS:EX (Bevan.Ernst@gov.bc.ca)  
**Subject:** FW: ACTION - Access Permit - TR#100300987 KA20-611836 Blue River Powder Packer  
**Sent:** 11/02/2020 19:24:41  
**Attachments:** Blue River Powder Packer Society KA20-284254 (Bone Crk).doc, Bone\_Creek\_Permitted\_Access\_Trails.kmz

Approved, please see Bevans supporting information and conditions below.

**Mark Phillpotts R.P. Bio.**

A/Fish and Wildlife Section Head  
MFLNRORD Resource Management  
1259 Dalhousie Drive  
Kamloops, B.C. V2C 5Z5  
tel: 250.312.6646

---

**From:** Ernst, Bevan FLNR:EX <Bevan.Ernst@gov.bc.ca>  
**Sent:** October 23, 2020 1:49 PM  
**To:** Phillpotts, Mark G FLNR:EX <Mark.Phillpotts@gov.bc.ca>  
**Cc:** Stackhouse, Marsha G FLNR:EX <Marsha.Stackhouse@gov.bc.ca>; Doll, Cheryl O FLNR:EX <Cheryl.Doll@gov.bc.ca>  
**Subject:** RE: ACTION - Access Permit - TR#100300987 KA20-611836 Blue River Powder Packer

Good afternoon,

I have reviewed the permit application and edited the draft permit with an improved map and made minor revision to some of the permit conditions. I am also attaching a kmz file of the permitted trails for permit users to download for compliance with the permit terms. Given that the application is for use of existing roads connected to existing permitted snowmobiling in close proximity highway I do not believe that the permit will result in any additional risk to caribou. In addition the mountain northeast of Blue River have not had any caribou observations in over 10 years.

**[\*\*Inline Attachment - Blue River Powder Packer Society KA20-284254 (Bone Crk).doc\*\*] [\*\*Inline Attachment - Bone\_Creek\_Permitted\_Access\_Trails.kmz\*\*]**



Bevan Ernst, MSc,  
RPBio  
Regional Caribou  
Biologist  
Thompson  
Okanagan Region  
| Ecosystems  
Section  
Phone (250) 312-  
6640 | Mobile  
(250) 318-6929  
Forests, Lands,  
Natural Resource  
Operations, and  
Rural  
Development

---

**From:** Doll, Cheryl O FLNR:EX <[Cheryl.Doll@gov.bc.ca](mailto:Cheryl.Doll@gov.bc.ca)>  
**Sent:** September 14, 2020 8:43 AM  
**To:** Ernst, Bevan FLNR:EX <[Bevan.Ernst@gov.bc.ca](mailto:Bevan.Ernst@gov.bc.ca)>  
**Cc:** Doll, Cheryl O FLNR:EX <[Cheryl.Doll@gov.bc.ca](mailto:Cheryl.Doll@gov.bc.ca)>; Stackhouse, Marsha G FLNR:EX <[Marsha.Stackhouse@gov.bc.ca](mailto:Marsha.Stackhouse@gov.bc.ca)>  
**Subject:** ACTION - Access Permit - TR#100300987 KA20-611836 Blue River Powder Packer

*Hello, may I have Regional Manager's consideration for this attached Access permit to Bone Creek..*

*Supporting documents attached:*

*Application;*  
<< File: Bone Creek 3 Sledboard.kmz >> << File: Application - Bone Creek.pdf >>  
*COORS – no history on Andy Boughton*

*Draft permit – Note: Review all yellow highlighted detail from previous permit.*  
*Requesting exemption for the fees the original application 100229631 KA17-284254 was cancelled and money refunded by FrontCounter.*  
<< File: Blue River Powder Packer Society KA20-284254 (Bone Crk).doc >>  
*Thank you, C*

<< OLE Object: Picture (Device Independent Bitmap) >>

**Cheryl Doll**

**Fish and Wildlife Permit Administrator**

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

441 Columbia Street | Kamloops, BC V2C 2T3

Tel: 250 828-4468 | Fax 250 828-4442

[FrontCounter BC Website](#) | Toll-Free Contact Centre: 1-877-855-3222

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*WILDLIFE ACT*

**PERMIT KA20-611836**

<b>PERMIT HOLDER</b>	Blue River Powder Packer Society PO BOX 73 Blue River Blue River BC V0E 1J0  ATTENTION: Andy Boughton PHONE: 403-861-2502
----------------------	--

**IS EXEMPT UNDER** s. 3 (2)(a) of the Permit Regulation, B.C. Reg. 253/2000,

<b>FROM</b>	Snowmobile Closed of the <b>Motor Vehicle Prohibition</b> Regulation  <b>Snowmobile closed areas</b> 7.1 A person commits an offence if he or she uses or operates a snowmobile in an area described in Schedule 7 during the period specified in that schedule for each area.
-------------	---

**SUBJECT TO THE FOLLOWING:**

<b>TERMS OF PERMIT</b>	This permit is only valid for the purpose of recreational snowmobile activities for temporary access into the <b>Bone Creek</b>  The permit holder must comply with the terms in Appendix A.		
<b>COMPLIANCE PROVISION</b>	Failure to comply with any term of this permit is an offence under the <i>Wildlife Act</i> , and may result in any or all of prosecution, suspension of the permit, cancellation of the permit, ineligibility for future permits, and denial of future permit requests.		
<b>PERIOD OF PERMIT</b>	This permit is only valid from November 1, 2020 to April 15, 2021.		
<b>DATE OF ISSUE</b>	<DATE>		
<b>SIGNATURE OF ISSUER</b>	Mark Phillpotts A/Deputy Regional Manager Recreational Fisheries & Wildlife Programs Thompson/Okanagan Region	<b>PERMIT FEE</b> \$50.00  <b>HCTF SURCHARGE</b> \$5.00	

# APPENDIX A TERMS OF PERMIT

## PERMIT KA20-611836

**Snowmobiling is an activity of relatively high risk to personal and public safety, particularly when traveling in terrain that may be prone to avalanches. The Ministry has not assessed any of the areas open to snowmobiling activities for risks to public safety such as, but not limited to, avalanche or terrain risks. Individual riders are responsible to determine whether the areas are safe to ride, to select safe snowmobiling practices and to be aware of local hazards.**

### REPORTING REQUIREMENTS

1. The snowmobile club must include annual reporting of use of the permitted access trails as part of their existing reporting requirements.
2. Permit holder must submit the copy of this record to the FrontCounter BC (441 Columbia Street Kamloops BC V2C 2T3) as well as to the Ministry of Forests, Lands and Natural Resource Operations, Fish & Wildlife Branch to the attention of Bevan Ernst (1259 Dalhousie Drive, Kamloops BC V2C 5Z5) by June 1, 2021.
3. Permit holder must contribute to the monitoring of compliance to the area boundaries and must record and report any non-compliance to the Conservation Officer Service via the RAPP line 1-877-952-7277.
4. Permit holder must **report activities carried out in General Conditions 6 and 7 as they** are completed to Ministry of Forests, Lands and Natural Resource Operations, Fish & Wildlife Branch to the attention: Bevan Ernst (1259 Dalhousie Drive, Kamloops BC V2C 5Z5).

### GENERAL CONDITIONS

1. The permit holder must comply with all laws applicable to the activities carried out under this permit.
2. This permit extends to the members of the Blue River Powder Packers (BRPP) **ONLY** when they are facilitating "sled-skiing" where snowmobiles are used to drop off and collect people engaging in skiing, snowboarding, or other non-motorized recreation outside of the established riding area. This permit applies within 50m of the permitted access trails as shown in Appendix C and accompanying digital spatial file. Commercial activities such as guided tours or filming ventures are not allowed under the terms of this permit.
3. All members of the BRPP must carry a physical or electronic copy of this permit and an electronic or physical map of the snowmobile access trails with them when they are snowmobiling on the Bone Creek Permitted Access Trails as shown in Appendix C.
4. The permit holder must ensure that any activities carried out under this permit do not negatively impact caribou. Negative impacts include disturbance (increased stress, increased movement, reduced opportunity for feeding, etc.) and/or displacement (movement to less suitable habitat or movement to higher risk areas from predation or avalanche terrain).
5. The permit holder must ensure that all authorized BRPP members and BRPP permit holders entering the Bone Creek Permitted Access Trails are aware that there may be caribou present, that rider presence may increase the disturbance and/or displacement risk to caribou, that they must remain within the Bone Creek Permitted Access Trails and that it is a requirement to leave the Bone Creek Permitted Access Trails if caribou or fresh evidence of caribou tracks or droppings are observed in the Bone Creek Permitted Access Trails.
6. When the permit holder becomes aware of caribou, or evidence of caribou are within Bone Creek Permitted Access Trails the permit holder must proactively reduce the risk to caribou by eliminating the possibilities of encounters with caribou by vacating the Bone Creek Permitted Access Trails and closing the Bone Creek Permitted Access Trails until caribou are no longer in or within 1 kilometer the Bone Creek Permitted Access Trails. All BRPP members and BRPP pass holders must be notified of the closure in a timely manner. To confirm that caribou are no longer in the Bone Creek Permitted Access Trails a small group (<=4 riders) may return to cautiously inspect the Bone Creek

Permitted Access Trails no less than three days after becoming aware of caribou in or within 1 kilometer of the Bone Creek Permitted Access Trails or evidence of caribou have been encountered.

7. The permit holder must make every reasonable effort to identify and address the causes (which may be insufficient signage, lack of awareness, etc) of any non-compliance within the Little Grace *Wildlife Act* closure or the Bone Creek Permitted Access Trails in the immediate term.
8. No firearms or fishing gear is permitted in vehicles while operating in area closure.
9. No hunting or fishing may be conducted in conjunction with this permit.
10. Wildlife or wildlife parts may not be transported by motor vehicle under the authority of this permit.
11. The permit holder must take all reasonably necessary steps to ensure that public safety is not jeopardized and fish or wildlife habitat is not damaged by any action taken under authority of this permit.





## APPENDIX B ADVISORY

### PERMIT KA20-611836

#### GENERAL

- It is the permit holder's responsibility to be aware of all applicable laws and the limits of this permit.
- The Province is not liable for any illness contracted through wildlife handling. It is the responsibility of the permit holder to inform themselves of possible health hazards, and to ensure that all reasonably necessary safety measures are undertaken.
- If applicable, the permit holder is responsible for renewing his or her own permit. The issuer is not obliged to send a reminder notice.

#### LEGISLATION

Below is a non-exhaustive list of provisions under the *Wildlife Act* and regulations that are relevant to this permit. It is the permit holder's responsibility to be aware of any provisions under the Act or regulations that may apply to this permit.

#### Wildlife Act

##### Damage to land set aside for wildlife

7 (1) A person commits an offence if the person

- (a) alters, destroys or damages wildlife habitat, or
- (b) deposits on land or water a substance or manufactured product or by product

in a manner that is harmful to

- (a) wildlife, or
- (b) wildlife habitat

in a wildlife management area, except as permitted under section 4 (4) or by the regulations or a permit.

##### Documents not transferable

81 Except as authorized by regulation or as otherwise provided under this Act, a licence, permit or limited entry hunting authorization is not transferable, and a person commits an offence if the person

- (a) allows his or her licence, permit or limited entry hunting authorization to be used by another person, or
- (b) uses another person's licence, permit or limited entry hunting authorization.

##### Failure to pay fine

85 (1) This section applies if a person

- (a) fails to pay, within the time required by law, a fine imposed as a result of the person's conviction for an offence under this Act or the Firearm Act, and
- (b) has been served with notice of this section.

(2) In the circumstances referred to in subsection (1),

- (a) the person's right to apply for or obtain a licence, permit or limited entry hunting authorization under this Act is suspended immediately and automatically on the failure to pay the fine,
- (b) all licences, permits and limited entry hunting authorizations issued to that person under this Act are cancelled immediately and automatically on the failure to pay the fine,
  - (b.1) the person must not apply for employment as an assistant guide,
  - (b.2) the person must not guide as an assistant guide, and



- (c) the person commits an offence if, before that fine is paid, the person
  - (i) applies for, or in any way obtains, a licence, permit or limited entry hunting authorization under this Act,
  - (ii) does anything for which a licence, permit or limited entry hunting authorization under this Act is required,
  - (iii) applies for employment as an assistant guide, or
  - (iv) guides as an assistant guide.

#### **Proof of identity and authorization**

**97** (1) In this section, “**authorization**” means a licence, permit or limited entry hunting authorization issued under this Act.

(2) Subject to subsection (5), a person who is required to hold an authorization must, on the request of an officer,

- (a) state the person's name and address,
- (b) produce prescribed photo identification, and
- (c) demonstrate in accordance with subsection (3) that the person holds the authorization.

(3) A person may demonstrate that the person holds an authorization by

- (a) producing the authorization, or
- (b) unless the regulations require that the original authorization be produced,
  - (i) producing a legible copy of the authorization, or
  - (ii) if authorized by the regulations, stating a number assigned to the person by the director as an identification number for the person.

(4) Subject to subsection (5), a person who would be required to hold a licence or permit issued under this Act were the person not exempt under section 11 (9) or 12 (b) must, on the request of an officer,

- (a) state the person's name and address, and
- (b) produce prescribed photo identification.

(5) Subsections (2) (b) and (4) (b) do not apply to a person in a prescribed class of persons.

(6) A person who contravenes subsection (2) or (4) commits an offence.

#### **Permit Regulation**

##### **General offence – failure to comply with permit**

**8** A person who holds a permit under the Act or the Permit Regulation commits an offence if he or she fails to comply with a term of the permit.

#### **Wildlife Act General Regulation**

##### **Proof of identity**

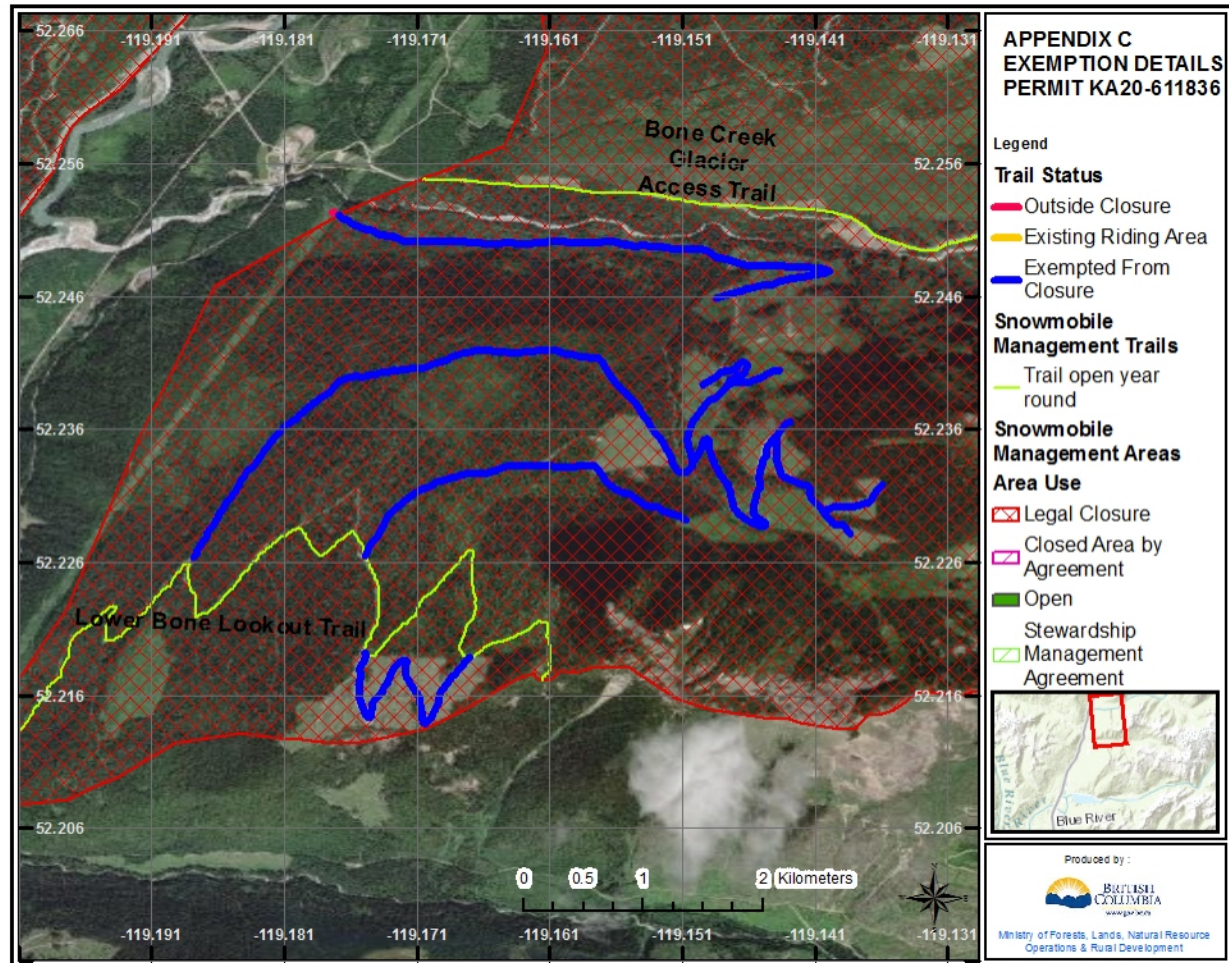
**20.04** (1) For the purposes of section 97 (2)(b) and (4)(b) of the Act, the following photo identification is prescribed:

- (a) valid photo identification issued to a person by any of the following:
  - (i) the government of Canada;
  - (ii) the government of a province or territory, or an agent of the government of a province or territory, in which the person has a current address;
  - (iii) the Nisga'a Lisims Government, if the person is a Nisga'a citizen;
  - (iv) a treaty first nation, if the person is a treaty first nation member of the treaty first nation;
- (b) in the case of a person who is a non-resident alien, valid photo identification in the form of
  - (i) a passport, or
  - (ii) a driver's licence issued to the person by a foreign jurisdiction in which the person has a current address;
- (c) in any case, a valid NEXUS card.

(2) For the purposes of section 97 (5) of the Act, persons under 16 years of age are prescribed as exempt from the requirement to produce photo identification.

# APPENDIX C MAP DETAILS

PERMIT KA20-611836



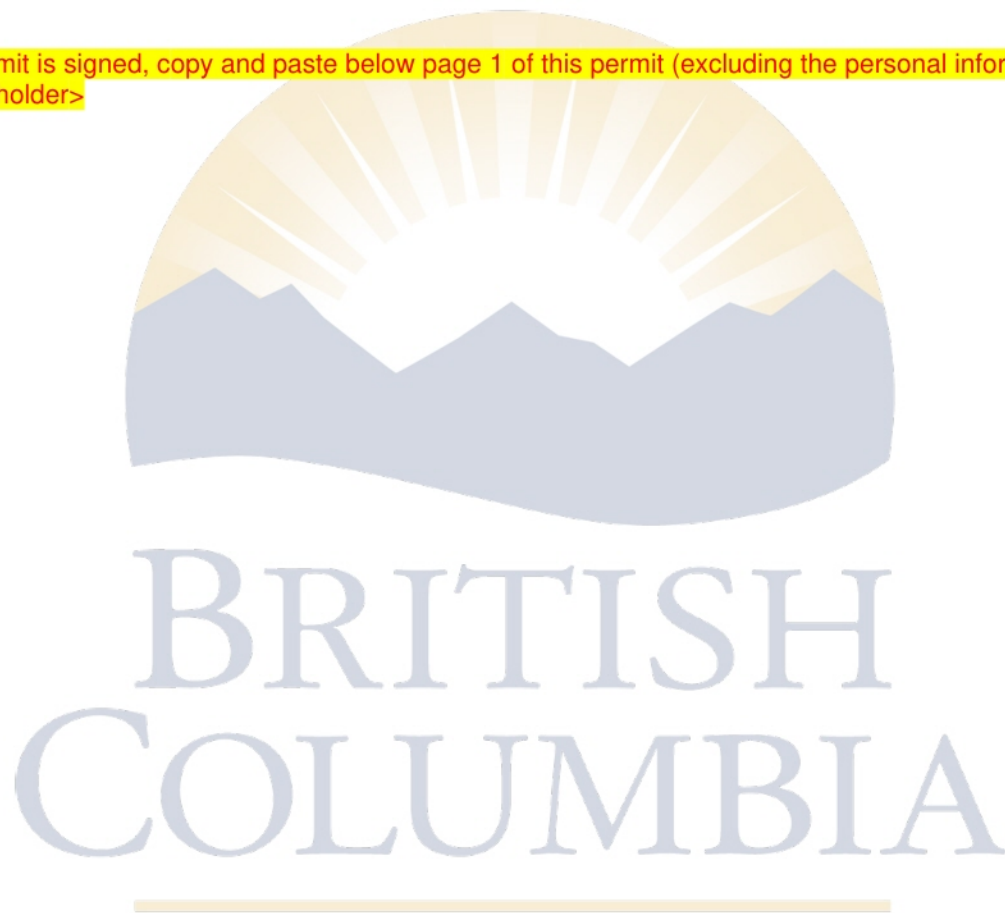
**APPENDIX D  
VEHICLE DISPLAY**

**PERMIT KA20-611836**

**NOTICE: THE USER OF THIS VEHICLE IS PERMITTED TO USE IT FOR  
THE PURPOSES ON THE TERMS DESCRIBED BELOW**

**THE PERMIT HOLDER**

<Once permit is signed, copy and paste below page 1 of this permit (excluding the personal information of the permit holder)>





**From:** Ernst, Bevan WLRs:EX(Bevan.Ernst@gov.bc.ca)  
**To:** Doll, Cheryl O FOR:EX (Cheryl.Doll@gov.bc.ca)  
**To:** Stackhouse, Marsha G FOR:EX (Marsha.Stackhouse@gov.bc.ca)  
**Subject:** RE: FYI - Blue River Powder packers - Bone Creek  
**Sent:** 09/10/2020 19:18:26

Is it possible to waive the application fee as they have submitted this multiple times and I think it is my fault that it hasn't been dealt with and don't think fair to ask them to pay again.



**Bevan Ernst, MSc, RPBio**  
**Regional Caribou Biologist**  
Thompson Okanagan Region | Ecosystems Section  
Phone (250) 312-6640 | Mobile (250) 318-6929  
**Forests, Lands, Natural Resource Operations, and Rural Development**

---

**From:** Doll, Cheryl O FLNR:EX  
**Sent:** September 10, 2020 11:51 AM  
**To:** Ernst, Bevan FLNR:EX  
**Cc:** Doll, Cheryl O FLNR:EX ; Stackhouse, Marsha G FLNR:EX  
**Subject:** FYI - Blue River Powder packers - Bone Creek

Hi Bevan, I started checking into this application and realized it was cancelled in our system. I've called Andy Broughton he was not there but I left a message requesting a new application and payment to be made. Not sure how long this will take, sorry for the delay. C



**Cheryl Doll**  
**Fish and Wildlife Permit Administrator**  
**FrontCounter BC | Ministry of Forests, Lands and Natural Resource Operations**  
441 Columbia Street | Kamloops, BC V2C 2T3  
Tel: 250 312-6725 | Fax 250 828-4442

[FrontCounter BC Website](#) | Toll-Free Contact Centre: 1-877-855-3222  
Tell us about your experience with FrontCounter BC: [Complete an Online Comment Card](#)



**From:** Ernst, Bevan WLRS:EX(Bevan.Ernst@gov.bc.ca)  
**To:** Krutop, Holly FOR:EX (Holly.Krutop@gov.bc.ca)  
**To:** Stackhouse, Marsha G FOR:EX (Marsha.Stackhouse@gov.bc.ca)  
**Subject:** RE: Status Check on Access Permit app 100352845 KA21-626119 Blue River Powder Packer  
**Sent:** 11/02/2021 18:47:06

That application can be closed. We have dealt with those concerns through revision of their Stewardship Management Agreement.



**Bevan Ernst, MSc,**  
**RPBio**  
**Regional Caribou**  
**Biologist**  
Thompson  
Okanagan Region  
| Ecosystems  
Section  
Phone (250) 312-  
6640 | Mobile  
(250) 318-6929  
**Forests, Lands,**  
**Natural Resource**  
**Operations, and**  
**Rural**  
**Development**

---

**From:** Krutop, Holly FLNR:EX <Holly.Krutop@gov.bc.ca>  
**Sent:** October 29, 2021 10:54 AM  
**To:** Ernst, Bevan FLNR:EX <Bevan.Ernst@gov.bc.ca>  
**Cc:** Stackhouse, Marsha G FLNR:EX <Marsha.Stackhouse@gov.bc.ca>  
**Subject:** Status Check on Access Permit app 100352845 KA21-626119 Blue River Powder Packer

Hello,

May I please get a status check on this application.

Thank you,

<< OLE Object: Picture (Device Independent Bitmap) >>

**Holly Krutop**

**Fish and Wildlife Permit Administrator | FrontCounter BC**

**Ministry of Forests, Lands, Natural Resource Operations and Rural Development**

441 Columbia Street | Kamloops, BC V2C 2T3

UC Phone: (778) 362-4609 | Fax: 250 828-4442

[FrontCounter BC Website](#) | Toll-Free Contact Centre: 1-877-855-3222

Tell us about your experience with FrontCounter BC: [Complete an Online Comment Card](#)

|

---

**From:** Doll, Cheryl O FLNR:EX <Cheryl.Doll@gov.bc.ca>

**Sent:** July 13, 2021 7:15 AM

**To:** Ernst, Bevan FLNR:EX <Bevan.Ernst@gov.bc.ca>

**Cc:** Doll, Cheryl O FLNR:EX <Cheryl.Doll@gov.bc.ca>; Stackhouse, Marsha G FLNR:EX <Marsha.Stackhouse@gov.bc.ca>

**Subject:** ACTION - Access Permit - TR#100352845 KA21-626119 Blue River Powder Packer

*Hello, attached is Access permit for Regional Manager consideration.*

*Supporting documents attached:*

· *Application and maps;*

<< File: ApplicationFormReport (28).pdf >> << File: Thunder Cook (Fingers) Proposal.kmz >>

· *COORS – no history on Andy Boughton*

· *Draft permit –detail from the previous permit*

<< OLE Object: Picture (Device Independent Bitmap) >>

*If you require anything else please let me know. Thank you, C*

<< OLE Object: Picture (Device Independent Bitmap) >>

**Cheryl Doll**

**Fish and Wildlife Permit Administrator**

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

441 Columbia Street | Kamloops, BC V2C 2T3

Tel: 250 828-4468 | Fax 250 828-4442

[FrontCounter BC Website](#) | Toll-Free Contact Centre: 1-877-855-3222

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|



# Fish and Wildlife Application

Tracking Number: 100352842

## Applicant Information

If approved, will the authorization be issued to  
an Individual or Company/Organization? Company/Organization

What is your relationship to the  
company/organization? Employee

## APPLICANT COMPANY / ORGANIZATION CONTACT INFORMATION

This is the submitter information section

**Name:** BLUE RIVER POWDER PACKERS SOCIETY  
**Doing Business As:** BRPPS  
**Phone:** 403-861-2502  
**Fax:**  
**Email:** info@sledblueriver.com  
**BC Incorporation Number:**  
**Extra Provincial Inc. No:** Blue River  
**Society Number:** s0056614  
**GST Registration Number:**  
**Contact Name:** Andy Boughton  
**Mailing Address:** Box 73 Box 73  
Box 73  
Blue River BC V0E 1J0

## CORRESPONDENCE E-MAIL ADDRESS

If you would like to receive correspondence at a different email address than shown above, please provide the correspondence email address here. If left blank, all correspondence will be sent to the above given email address.

**Email:** info@sledblueriver.com  
**Contact Name:** Andy Boughton

## TECHNICAL INFORMATION

### APPLICATIONS

You may submit one or more application(s) Click on the 'Add Application' for each application you would like to add. In order to submit multiple applications together they must be for one applicant and in the same region.

#### Type

General Wildlife Permit

### GENERAL WILDLIFE PERMIT

Please provide the following general information about you and your application.

#### APPLICATION TYPE

Please provide the following details regarding your application.

**What type of permit are you applying for:** New Permit

**Applicant Date of Birth (DD/MM/YYYY)** s. 22

#### PROPOSED ACTIVITY

Please provide the following details regarding your proposed activity.

**Wildlife Species - Common Name:** Opening of a Snowmobile Zone. It has been open in the past. We are requesting a 1 season trial

**Wildlife Species - Scientific Name:**

**Location of Activity:** White Macre, Thundercook Riding area (Finger Bowls) WMU3-44

---

### ACTIVITY DESCRIPTION

Provide a detailed description of the activity you require a permit for. Include methods and equipment to be used. If your activity involves the capture, transport, possession, release or export of live animals or viable eggs, you must also include a detailed safety plan that explains the measures you will take to ensure that public safety will be protected. (For example, how would you prevent escapes?) In your own words, also describe the purpose of this activity and any special circumstances the Ministry should be aware of.

**Description:**

BRPPS is a not for profit organization responsible for snowmobile operations in the Blue River area. We are a critical economic driver for Blue River and a strong leader in the tourism industry. We are successful in working with local businesses, governmental stakeholders (Recreation Sites and Trails, regional Caribou Biologist) and our community to provide a safe, environmentally responsible, community minded and fiscally sustainable industry. This application represents a step forward in our efforts to secure this key industry for the benefit of Blue River and its community members.

The opening of the Thunder Cook zone for Snowmobiling and Snowmobile assisted ski/snowboard touring fits in well with our organization. Access would be within our current infrastructure and we would not require new parking or trail head facilities, thereby reducing the overall impact. The zone is considered to be front country which is more desirable from an environmental sustainability perspective. Anecdotal evidence suggests Caribou activity in the area is minimal with no known herd occupying the zone. We have been very successful in managing other zones located near or within closures and we would expect the same for this area.

In addition to the benefits and practicality of opening this zone for the community of Blue River we also view this an important step towards a securing a more consistent experience for our ridership. Over the past number of years we have seen significant forestry activity in the valley. When an area is being logged the zone is closed. In the past two seasons we have had a least one zone closed due to forestry throughout our entire season. This not only affects the revenue for our organization but also for the many local businesses that rely tourism. The overall economic impact created by limited access must be appreciated and considered when decisions are made regarding this application. The industry is critical to the success of local business owners living and working in Blue River. The addition of this area balances the economic benefits for the community with the environmental considerations well.

It is important to note that in addition to forestry generated closures we anticipate losing access to our main zones due to the Transmountain Pipeline expansion. We are working with them to limit the impact but this is a significant concern and Thunder Cook will indeed serve as an additional mitigation strategy.

Factoring in the logging, the pipeline and our own voluntary closures to support Caribou recovery the addition of this zone becomes important for our sustainability. We also expect that many riders will enjoy the zone which would help reduce some activity in zones considered to be more environmentally sensitive. While the terrain itself does not really allow for a "swap" of rideable areas it will certainly spread out our ridership.



With a continued increase in forestry and certainly of losing zones, we ask that this application is given serious consideration. We are open to discussions regarding strategies that may ensure its success including closing Horse Shoe Zone and developing a Stewardship Management agreement for the new zone. We would like to note that we did have a successful 2 week trial in the past.

#### Additional Permit-Specific Information:

#### GENERAL WILDLIFE PERMIT - APPENDIX

##### Legislation

Below is a non-exhaustive list of provisions under the Wildlife Act and regulations that are relevant to this licence. It is the licence holder's responsibility to be aware of any provisions under the Act or regulations that may apply to this licence.

##### Failure to pay fine

85 (1) This section applies if a person

(a) fails to pay, within the time required by law, a fine imposed as a result of the person's conviction for an offence under this

Act or the Firearm Act, and

(b) has been served with notice of this section.

(2) In the circumstances referred to in subsection (1),

(a) the person's right to apply for or obtain a licence, permit or limited entry hunting authorization under this Act is suspended immediately and automatically on the failure to pay the fine,

(b) all licences, permits and limited entry hunting authorizations issued to that person under this Act are cancelled immediately and automatically on the failure to pay the fine

(i) the person must not apply for employment as an assistant guide

(ii) the person must not guide as an assistant guide

(c) the person commits an offence if, before that fine is paid, the person

(i) applies for, or in any way obtains, a licence, permit or limited entry hunting authorization under this Act, or

(ii) does anything for which a licence, permit or limited entry hunting authorization under this Act is required.

(iii) applies for employment as an assistant guide

(iv) guides as an assistant guide

#### ATTACHED DOCUMENTS

Document Type	Description	Filename
Generic Document Upload	Mapping	Thunder Cook (Fingers) Prop...

**PRIVACY DECLARATION**

☒ Check here to indicate that you have read and agree to the privacy declaration stated above.

**IMPORTANT NOTICES**

Please review the clauses and conditions associated with your application below.

**DECLARATION**

☒ I acknowledge that the information I have provided is true and that I fulfill the requirements for the applications.

**OFFICE**

Office to submit application to:

Kamloops

**OFFICE USE ONLY**

Office Kamloops	File Number	Project Number
	Disposition ID	Client Number

**From:** Krutop, Holly FOR:EX(Holly.Krutop@gov.bc.ca)  
**To:** Ernst, Bevan WLRS:EX (Bevan.Ernst@gov.bc.ca)  
**Subject:** Denial of Access Permit app 100352845 KA21-626119  
**Sent:** 11/03/2021 19:05:08  
**Attachments:** RE: ACTION - Access Permit - TR#100352845 KA21-626119 Blue River Powder Packer.msg

Hi Bevan,

Would you like to send a denial letter to the applicant? As per the attached email, I feel like a letter may not be required, but just wanted to double check.

I will begin the refund and closing process.

Thank you,



**Holly Krutop**

**Fish and Wildlife Permit Administrator | FrontCounter BC**

**Ministry of Forests, Lands, Natural Resource Operations and Rural Development**

441 Columbia Street | Kamloops, BC V2C 2T3

UC Phone: (778) 362-4609 | Fax: 250 828-4442

[FrontCounter BC Website](#) | Toll-Free Contact Centre: 1-877-855-3222

Tell us about your experience with FrontCounter BC: [Complete an Online Comment Card](#)

---

**From:** Ernst, Bevan FLNR:EX <Bevan.Ernst@gov.bc.ca>  
**Sent:** November 2, 2021 11:47 AM  
**To:** Krutop, Holly FLNR:EX <Holly.Krutop@gov.bc.ca>  
**Cc:** Stackhouse, Marsha G FLNR:EX <Marsha.Stackhouse@gov.bc.ca>  
**Subject:** RE: Status Check on Access Permit app 100352845 KA21-626119 Blue River Powder Packer

That application can be closed. We have dealt with those concerns through revision of their Stewardship Management Agreement.

<< OLE Object:  
Picture (Device  
Independent Bitmap)  
>>

**Bevan Ernst, MSc, RPBio**

**Regional Caribou Biologist**

Thompson Okanagan Region | Ecosystems Section

Phone (250) 312-6640 | Mobile (250) 318-6929

**Forests, Lands, Natural Resource Operations, and Rural Development**

---

**From:** Krutop, Holly FLNR:EX <Holly.Krutop@gov.bc.ca>  
**Sent:** October 29, 2021 10:54 AM  
**To:** Ernst, Bevan FLNR:EX <Bevan.Ernst@gov.bc.ca>  
**Cc:** Stackhouse, Marsha G FLNR:EX <Marsha.Stackhouse@gov.bc.ca>  
**Subject:** Status Check on Access Permit app 100352845 KA21-626119 Blue River Powder Packer

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Thank you,

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Picture (Device  
Independent  
Bitmap) >>

**Holly Krutop**

**Fish and Wildlife Permit Administrator | FrontCounter BC**

**Ministry of Forests, Lands, Natural Resource Operations and Rural Development**

441 Columbia Street | Kamloops, BC V2C 2T3

UC Phone: (778) 362-4609 | Fax: 250 828-4442

[FrontCounter BC Website](#) | Toll-Free Contact Centre: 1-877-855-3222

Tell us about your experience with FrontCounter BC: [Complete an Online Comment Card](#)

---

**From:** Doll, Cheryl O FLNR:EX <Cheryl.Doll@gov.bc.ca>

**Sent:** July 13, 2021 7:15 AM

**To:** Ernst, Bevan FLNR:EX <Bevan.Ernst@gov.bc.ca>

**Cc:** Doll, Cheryl O FLNR:EX <Cheryl.Doll@gov.bc.ca>; Stackhouse, Marsha G FLNR:EX <Marsha.Stackhouse@gov.bc.ca>

**Subject:** ACTION - Access Permit - TR#100352845 KA21-626119 Blue River Powder Packer

*Hello, attached is Access permit for Regional Manager consideration.*

*Supporting documents attached:*

· *Application and maps;*

<< File: ApplicationFormReport (28).pdf >> << File: Thunder Cook (Fingers) Proposal.kmz >>

· *COORS – no history on Andy Boughton*

· *Draft permit –detail from the previous permit*

<< OLE Object: Picture (Device Independent Bitmap) >>

*If you require anything else please let me know. Thank you, C*

<< OLE Object:  
Picture (Device  
Independent  
Bitmap) >>

**Cheryl Doll**

**Fish and Wildlife Permit Administrator**

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

441 Columbia Street | Kamloops, BC V2C 2T3

Tel: 250 828-4468 | Fax 250 828-4442

[FrontCounter BC Website](#) | Toll-Free Contact Centre: 1-877-855-3222

Tell us about your experience with FrontCounter BC: [Complete an Online Comment Card](#)



**From:** Ernst, Bevan WLRS:EX(Bevan.Ernst@gov.bc.ca)  
**To:** Doll, Cheryl O FOR:EX (Cheryl.Doll@gov.bc.ca)  
**To:** Stackhouse, Marsha G FOR:EX (Marsha.Stackhouse@gov.bc.ca); Iredale, Francis WLRS:EX (Francis.Iredale@gov.bc.ca)  
**Subject:** RE: ACTION - Access Permit - TR#100352845 KA21-626119 Blue River Powder Packer  
**Sent:** 07/15/2021 16:33:58

Replying to acknowledge received this. We are renewing the larger overarching agreement with the club this year so will deal with this proposal through that process, but will use this as resource for what they area actually asking for. Will let you know when that process is sufficiently underway to close this application out.



**Bevan Ernst, MSc,**  
**RPBio**  
**Regional Caribou**  
**Biologist**  
Thompson  
Okanagan Region  
| Ecosystems  
Section  
Phone (250) 312-  
6640 | Mobile  
(250) 318-6929  
**Forests, Lands,**  
**Natural Resource**  
**Operations, and**  
**Rural**  
**Development**

---

**From:** Doll, Cheryl O FLNR:EX <Cheryl.Doll@gov.bc.ca>  
**Sent:** July 13, 2021 7:15 AM  
**To:** Ernst, Bevan FLNR:EX <Bevan.Ernst@gov.bc.ca>  
**Cc:** Doll, Cheryl O FLNR:EX <Cheryl.Doll@gov.bc.ca>; Stackhouse, Marsha G FLNR:EX <Marsha.Stackhouse@gov.bc.ca>  
**Subject:** ACTION - Access Permit - TR#100352845 KA21-626119 Blue River Powder Packer

*Hello, attached is Access permit for Regional Manager consideration.*

*Supporting documents attached:*

· *Application and maps;*  
<< File: ApplicationFormReport (28).pdf >> << File: Thunder Cook (Fingers) Proposal.kmz >>  
· *COORS – no history on Andy Boughton*

· Draft permit –detail from the previous permit

<< OLE Object: Picture (Device Independent Bitmap) >>

*If you require anything else please let me know. Thank you, C*

<< OLE Object: Picture (Device Independent Bitmap) >>

**Cheryl Doll**

**Fish and Wildlife Permit Administrator**

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

441 Columbia Street | Kamloops, BC V2C 2T3

Tel: 250 828-4468 | Fax 250 828-4442

[FrontCounter BC Website](#) | Toll-Free Contact Centre: 1-877-855-3222

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|

**From:** Ernst, Bevan WLRs:EX(Bevan.Ernst@gov.bc.ca)  
**To:** Doll, Cheryl O FOR:EX (Cheryl.Doll@gov.bc.ca)  
**To:** Stackhouse, Marsha G FOR:EX (Marsha.Stackhouse@gov.bc.ca); Iredale, Francis WLRs:EX (Francis.Iredale@gov.bc.ca)  
**Subject:** RE: ACTION - Access Permit - TR#100352845 KA21-626119 Blue River Powder Packer  
**Sent:** 07/15/2021 16:33:58

Replying to acknowledge received this. We are renewing the larger overarching agreement with the club this year so will deal with this proposal through that process, but will use this as resource for what they area actually asking for. Will let you know when that process is sufficiently underway to close this application out.



**Bevan Ernst, MSc,**  
**RPBio**  
**Regional Caribou**  
**Biologist**  
Thompson  
Okanagan Region  
| Ecosystems  
Section  
Phone (250) 312-  
6640 | Mobile  
(250) 318-6929  
**Forests, Lands,**  
**Natural Resource**  
**Operations, and**  
**Rural**  
**Development**

---

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**To:** Ernst, Bevan FLNR:EX <Bevan.Ernst@gov.bc.ca>  
**Cc:** Doll, Cheryl O FLNR:EX <Cheryl.Doll@gov.bc.ca>; Stackhouse, Marsha G FLNR:EX <Marsha.Stackhouse@gov.bc.ca>  
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**Cheryl Doll**

**Fish and Wildlife Permit Administrator**

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|



**From:** Holtus, Greg MOTI:EX(Greg.Holtus@gov.bc.ca)  
**To:** Krutop, Holly FOR:EX (Holly.Krutop@gov.bc.ca)  
**Subject:** RE: ACTION Refund Request for app 100352842  
**Sent:** 11/18/2021 16:08:07

This refund request is approved.

Regards,



**Greg Holtus** CPA, CMA  
**FrontCounter BC Manager**  
Ministry of Forests, Lands and Natural Resource Operations & Rural Development  
Thompson Okanagan Region  
441 Columbia St, Kamloops, BC, V2C 2T3  
**Ph: 250.312.6495 Fax:250.828.4442**  
**Toll Free 1.877.855.3222**

[www.frontcounterbc.gov.bc.ca](http://www.frontcounterbc.gov.bc.ca)

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**From:** Krutop, Holly FLNR:EX <[Holly.Krutop@gov.bc.ca](mailto:Holly.Krutop@gov.bc.ca)>  
**Sent:** October 29, 2021 4:12 PM  
**To:** Holtus, Greg FLNR:EX <[Greg.Holtus@gov.bc.ca](mailto:Greg.Holtus@gov.bc.ca)>  
**Subject:** ACTION Refund Request for app 100355662

Hello,

May I please get a refund for the following application 100355662.

- Client name: James Trask - Cornice Environmental Consulting Ltd.
- Refund reason: Regional Manager denied application
- Refund amount: \$25.00

Attachments:

- Receipt R784436
- Refund Request Form
- Application Form

Please let me know if you need anything else.



**Holly Krutop**  
**Fish and Wildlife Permit Administrator | FrontCounter BC**  
Ministry of Forests, Lands, Natural Resource Operations and Rural Development  
441 Columbia Street | Kamloops, BC V2C 2T3  
UC Phone: (778) 362-4609 | Fax: 250 828-4442  
[FrontCounter BC Website](http://www.frontcounterbc.gov.bc.ca) | Toll-Free Contact Centre: 1-877-855-3222  
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