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## Governance Advisory Committee Shuswap North Okanagan Rail Trail MINUTES – APPROVED

**January 07, 2022, 9:00 am - 12:00 pm via ZOOM**

Updated: March 18, 2022

**Meeting Purpose:** to provide policy direction relative to the planning, development, management, and governance of the Rail Trail Corridor project.

**Objectives:**

- To review minutes and business arising from the previous meeting
- To update/discuss project development, fund raising, and upcoming priorities
- To direct communications to update the public

**Agenda:**

1. **Welcome, Splatstin te Secwépemc Acknowledgement, and Introductions** – 9:05 am – Kukpi7 Christian chairing, welcomed everyone, wished everyone a happy new year, and expressed appreciation for everyone's work, especially the fundraising. He acknowledged the upcoming Splatstin election noting that regardless of what happens he is proud of the work everyone has done together to better the region. Kukpi7 Christian stated, "Things that last take time to build. We have been building relationships with each other, laying a foundation for the future. We have come a long way."
2. **Approval of Agenda**
  - a. **Motion:** *THAT: the agenda of the January 07, 2022, Sicamous-to-Armstrong Rail-Trail Governance Advisory Committee meeting be approved.*  
**Moved:** Director Denis Delisle **Seconded:** Mayor Kevin Acton. **Carried** by consensus.
3. **Adoption of Minutes**
  - a. **Motion:** *THAT: the minutes of the November 19, 2021 Sicamous-to-Armstrong Rail-Trail Governance Advisory Committee meeting be adopted as circulated. ([Nov 19, 2021 APPROVED](#))*  
**Moved:** Director Denis Delisle **Seconded:** Director Rene Talbot. **Carried** by consensus
4. **Presentations**
  - a. **Unfolding the True Story: Splatstin & Secwepemc History, Values, & Interests** – The success of the on-site visit with the Governance Advisory at the Splatstin Community Centre last month hosted by Kukpi7 Christian was acknowledged. Kukpi7 Christian updated that Splatstin leadership are continuing to work on developing the Secwepemc language to provide an accurate narrative to the history and place names for the rail trail.

**5. Reports**



- a. **Financial Update** ([January 05, 2022](#)) – It was noted that once invoices for December 31<sup>st</sup>, 2021 are received the final project accounting and report will be completed. The Technical Operational Committee (TOC) will then apply to the BC Rural Dividend Program for reallocation of any remaining funds to address needs like further work on archaeological, cultural assessments and the revegetation plan going forward.

**Motion:** *THAT: the financial update as presented be accepted.*

**Moved:** Director Denis Delisle **Seconded:** Mayor Kevin Acton **Carried** by consensus

- a. **Technical Operational Committee Report** – TOC provided verbal update. The report from the last meeting is the most up to date. A final report for December 31<sup>st</sup> will be circulated once year end accounts are completed.

**b. Funding Strategy**

- i. **Capital Funding Campaign Update** – (See [Brief Jan. 7, 2022](#)) – Alex de Chantal provided an update on the winter funding campaign. Noted it was a record month with \$10,685.11 received in donations. 60% were dedications using the Rail Trail certificates. The other big announcement is from SASCU who have committed to a \$50,000 donation. The letter of agreement is currently being signed. Publicity will follow. An update from the Askew's matching winter card sales is pending. Kukpi7 Christian expressed appreciation for everyone's efforts.

- ii. **Grant Updates** – still waiting on the Federal Active Transportation grant intake to open.

**6. Correspondence**

- a. **Community Fundraising Letter of Support** ([Dec. 6, 2021](#)) – correspondence was received from the Rail Trail Community Fundraising Committee.

**Motion:** *THAT: the letter from the Community Fundraising Committee be received for discussion.*

**Moved:** Councillor John Bakker **Seconded:** Director Denis Delisle. **CARRIED**

Discussion: GAC leadership expressed a desire to meet with the Community Fundraising Committee (CFC), acknowledging how important their leadership is. TOC staff noted they will be setting up a meeting with the CFC and TOC in late February/early March.

**7. Business Arising**

- a. **Services Agreement for Rail Trail Support** – ([Brief Jan 4, 2022](#) and [STA Work Plan Dec. 13, 2021](#))

**Motion:** *THAT: The Shuswap North Okanagan Rail Trail Governance Advisory Committee recommend to their respective Boards and Council for the authorized signatories to enter into a services agreement with the Shuswap Trail Alliance which is based on the proposal received from the Shuswap Trail Alliance dated December 13, 2021, and which includes, but is not limited to, administrative support to the Governance Advisory and Technical Operational Committees, fundraising coordination, grant research and preparation, communications and Rail Trail development support as required, to commence on February 1st, 2022 and expire May 31, 2023; and*



*THAT: The Shuswap North Okanagan Rail Trail Governance Advisory Committee recommend to their respective Boards and Council that the Columbia Shuswap Regional District act as lead agency with respect to administration of the services agreement with the Shuswap trail Alliance; and*

*THAT: The CSRD be authorized to administer payment for the services agreement on behalf of the ownership partners with funding to be recovered from each owner partner at a ratio relative to the linear ownership of the Rail Trail: CSRD 46%, RDNO 46% and Splatsin 8%; and*

*THAT: Any forced work or additional services provided by the Shuswap Trail Alliance to an individual owner under the services agreement will be appropriately procured by the individual owner in the form of a purchase order or other method of authorization and the expense will be paid for directly by the owner procuring the service.*

**Moved:** Director Denis Delisle **Seconded:** Director Rhona Martin **Carried** by consensus

Discussion: TOC staff provided an overview on the report and recommendations. Discussion considered how the funding split language might be interpreted given the intent of the partnership. Also clarified the joint ownership of RDNO and CSRD, and contributions to date. Discussed how the original rail corridor purchase, cost apportionments, and decision to partner together were decided.

Jen Bellhouse, Executive Director of the Shuswap Trail Alliance was introduced and with no further questions for them, Jen, Phil McIntyre-Paul, and Alex de Chantal, representing the Shuswap Trail Alliance, declared a conflict of interest and left the meeting prior to the motion being called.

Phil McIntyre-Paul was invited to rejoin the meeting following the decision.

b. **Statutory Right-of-Way Agreement – RDNO/CSRD/Splatsin Development Corporation ([Brief Jan 6, 2022](#))**

**Motion:** *THAT: the Governance Advisory Committee recommends to the Boards of the Columbia Shuswap Regional District and The Regional District of North Okanagan and Splatsin Chief and Council, support the Statutory Right of Way agreement between the Columbia Shuswap Regional District, Regional District of North Okanagan and Splatsin Development Corporation Inc. for the operation and maintenance of a multi-modal transportation corridor.*

**Moved:** Director Denis Delisle **Seconded:** Director Rhona Martin **Carried** by consensus

Discussion: TOC staff provided an overview on the report and recommendations, noting a final



draft will include clarification on the linear distances and trail width which will be reflected in the Schedule A maps. Discussion further clarified details in the agreement.

- c. **Sicamous-to-Mara and Enderby/Splatsin Pilot Project Implementation:** Project Management, Engineering and Leading Partners on Rail Trail Development Areas – TOC staff reported that a proposal to be received from Urban Systems Ltd. for review today was delayed due to their being called to respond to emergency work on the Lower Mainland floods in December. TOC staff anticipate receiving the proposal shortly and will then bring it to the inter-jurisdictional partners for consideration.
- d. **Governance Advisory Committee Amendments** – TOC staff reported they did not have sufficient time to prepare a brief for this meeting. Deferred to next meeting.

8. **New Business** – There was no new business.

9. **Direction on next communication updates to the public** - An update was provided on the winter campaign publicity, and PR to go out once the SASCUC donation agreement is signed. It was also noted the Billboard display signs to be installed along the rail corridor will be delayed as the TOC determine archaeological impact assessment requirements and a final permit application is submitted.

10. **Next Meeting:**

- a. **Motion:** *THAT: the Governance Advisory Committee meeting schedule continue on the 3<sup>rd</sup> FRIDAY every 2 months in 2022 (March 18, May 20, July 15, Sept 16, Nov 18).*

**Moved:** Mayor Kevin Acton **Seconded:** Director Jay Simpson **Carried** by consensus

Discussion: GAC leadership suggested staying with the 2-month schedule. Noted that with construction coming up calling special meetings would be likely if meetings were less than 2 months apart. Suggested meetings could be cancelled by TOC if they are unnecessary. TOC staff noted this would mean needing to adjust the STA service agreement which was based on fewer meetings. It was also noted Sept 16<sup>th</sup> coincides with UBCM so this date would most likely need to be moved. **Action: Phil** – to send out a meeting calendar invite.

11. **Additional comments** – Director Martin offered appreciation to Kukpi7 Christian for hosting the site visit in December and sharing his knowledge and words of direction. Mayor Acton reminded the TOC he has a drone and is willing to offer his time to record footage for publicity.

12. **Adjournment** 10:32 am

- a. **Motion:** *THAT: the January 07, 2022, Sicamous-to-Armstrong Rail-Trail Governance Advisory Committee meeting be adjourned.*

**Moved:** Director Rhona Martin **Seconded:** Councillor John Bakker **Carried** by consensus

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**Site-Visit:** Due to COVID-19 restrictions, on-site field visits following the meeting along the rail-trail corridor are on hold.  
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**Attending:** appointed inter-jurisdictional representatives (one designate from each of the 12 jurisdictions within the two regional districts, plus two Splat-sin representatives), as well as additional staff representation including CAOs and/or designates.

**RSVP Contact: Secretariat/Facilitation** – Phil McIntyre-Paul (Shuswap Trail Alliance) – interim secretariat to the Governance Advisory Committee (Contact: [phil@shuswaptrails.com](mailto:phil@shuswaptrails.com), 250-804-1964)

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**Meeting Documents:** (Note: linked to OneDrive)

1. Governance Advisory Committee Minutes ([Nov 19, 2021 APPROVED](#))
2. Financial Report ([Jan 05, 2022](#))
3. Capital Funding Campaign Update – ([Jan. 7, 2022](#))
4. Brief re Services Agreement with Shuswap Trail Alliance for Rail Trail Support ([Jan 4, 2022](#))
5. STA Rail Trail Support Services Work Plan 2022 ([Dec. 13, 2021](#))
6. Brief re Statutory Right of Way Agreement – RDNO, CSR & Splat-sin Development Corporation Inc. ([Brief Jan 6, 2022](#))

**Background Documents:** (for Reference)

1. [Rail Trail Development Plan](#) (Jan 15, 2021) and [Staged Class C Costing](#) (Sept 9, 2020)
2. [Rail Trail Concept Maps](#) (Aug 14, 2020)
3. [Communications Plan & Consultation Strategy FINAL](#) (July 19, 2019)
4. [Memorandum of Understanding \(Master Agreement\) between Splat-sin, CSR, and RDNO – FINAL](#)
5. [Terms of Reference - Governance Advisory Committee - Sicamous to Armstrong Rail Trail Corridor FINAL](#)
6. [Terms of Reference - Technical Operational Committee - Sicamous to Armstrong Rail Trail Corridor FINAL](#)
7. [Capital Investment Strategy – Staged Leverage Proposal](#) (Aug 21, 2020)
8. [Funding Investment & Community Engagement Strategy UPDATED](#) (Jan 8, 2021)
9. [Community Capital Fundraising Strategy: Messaging, Strategy, Tactics Update](#) (Jan 12, 2021)
10. [Rail Trail Donor Presentation Folder](#) (Updated Nov 19, 2021)
11. [Splat-sin-Enderby Pilot Section Project](#) (Jan 26, 2021)
12. [Sicamous to Mara Early Access Project](#) (July 30, 2021)
13. [Preliminary Concept Design Report – Sicamous-to-Armstrong Rail Trail Corridor](#) (Updated Aug 2019)
14. [Information Poster Board Display Set](#) (Nov. 18, 2019)
15. [Information Bulletin #1](#) (Nov. 05, 2019)
16. [Information Bulletin #2](#) (May 04, 2021)
17. [Overview Map – Rail Corridor](#)
18. [Website](#)

**Summary of Actions from Minutes – January 07, 2022**

Task or Action	Responsibility	Timeframe/Status
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Send out calendar invite for 2022 GAC meeting schedule	Phil	To do
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### Summary of Actions from previous Minutes

Task or Action	Responsibility	Timeframe/Status
Invite the BC Dock Owners Coalition to send a letter to the Rail Trail Corridor owners group requesting an opportunity to meet	TOC	In progress
Staff to present written wording for the proposed revision to the Governance Advisory Committee Terms-of-Reference and accompanying motion	TOC	To do
Prepare project management, engineering, quality control, quality assurance and procurement documentation for the two project development areas within the Rail Trail for Governance Advisory Committee review	TOC	In progress
Invite representatives from the Ministry of Transportation and Infrastructure to attend a future meeting of the Governance Advisory Committee to present the conceptual design plan for the Highway 97A re-route through the City of Enderby; and	TOC	In progress Invitation extended – propose next GAC meeting
Following the presentation from MoTI provide clear policy direction to the Technical Operational Committee regarding MoTI use of Rail Trail lands for highway use.	GAC	Following MoTI presentation
Clarify Askew's Foods representation (all four grocery stores) in upcoming communications	Alex	To do
Follow-up with Kukpi7 Christian and Splatstin leadership to provide direction for story scripting, promotional videos, and messaging, including the welcome song and appropriate ceremonies of welcome.	Alex	In progress
Install highway signs and produce promotional video footage utilizing available funding (Motion 5.c.iii.)	Alex	Signs - in progress Video – on hold by TOC
Follow-up with Splatstin leadership regarding potential leverage of the Friendship Accord funding	Alex/Splastin Leadership	To do
Look into the BC Gaming grants	Alex	To do
Work with RDNO/CSRD chairs and meet with CAOs to discuss an erosion mitigation funding strategy further	Director Denis Delisle/ RDNO & CSRD Chairs	In progress
Splatstin staff to follow-up regarding Friendship Accord funding available to District of Sicamous and Splatstin to see if Splatstin can take the initiative to get this rolling. (DoS leadership recommend contacting Evan Parliament for assistance.)	Kukpi7 Christian/ Splatstin Staff	To do
Get pricing estimates for interim maintenance for TOC	Brad Ackerman	In progress
Review and continue sharing updates on technical meetings between Rail Trail TOC and MoTI, as available	TOC	Ongoing



Prepare business access use policy and process for review	TOC	Carry forward
Review the dialogue to date regarding Vernon to Armstrong Connection, and bring forward a resolution to the Governance Advisory for moving forward on this	TOC	Carry forward

Abbreviations: GAC (Governance Advisory Committee), TOC (Technical Operational Committee), PMT (Project Management Team)

## Attendance: Shuswap North Okanagan Rail Trail Governance Advisory Committee – Jan 7, 2022

### Acting Governance Representatives at Meeting:

- Chad Eliason - Councillor, City of Salmon Arm - Appointed Rep
- Shirley Fowler - Councillor, City of Armstrong - Alternate Rep
- Denis Delisle - Director, RDNO Area F - Appointed Rep
- Jay Simpson - Director, CSR D Area F - Appointed Rep
- Jeff Mallmes - Councillor, District of Sicamous - Appointed Rep
- Kevin Acton – Mayor, Village of Lumby – Appointed Rep
- Paul Demenok - Director, CSR D Area C - Appointed Rep
- Rene Talbot - Director, CSR D Area D - Appointed Rep
- Rhona Martin - Director, CSR D Area E - Appointed Rep
- Rick Fairbairn - Director, RDNO Area D - Appointed Rep
- Theresa William - Tkwamipla7 (Councillor), Splatsin - Appointed Rep - joined at 10:07 am
- John Bakker – Councillor, Township of Spallumcheen – Alternate Rep
- Tundra Baird - Councillor, City of Enderby - Appointed Rep
- Wayne Christian, Kukpi7, Splatsin – Appointed Rep – CHAIR

### Alternate Representatives (Observing)

- Randal Ostafichuk - Councillor, Village of Lumby - Alternate Rep

### Staff:

- Angela Adsit – CEO, Splatsin Development Corporation
- Brad Ackerman – Manager of Parks, Recreation & Culture, RDNO – TOC Rep
- David McLeod - Yucwmenlúcwu Supervisor, Yucwmenlúcwu (Caretakers of the Land) LLP, Splatsin
- Frank Joe – Traditional Lands Manager, Splatsin Title & Rights – TOC Rep
- Phyllis Jezewsky – Splatsin Title & Rights
- Ryan Nitchie – Team Leader, Community Services, CSR D – TOC Rep
- Sharen Berger – Rail-Trail License/Legal Administration, CSR D/RDNO – TOC Rep

### Other:

- Alex de Chantal – Rail Trail Funding Strategy Coordinator
- Phil McIntyre-Paul – Shuswap Trail Alliance – Governance Advisory Secretariat
- Terry Rysz – Mayor, District of Sicamous
- Jen Bellhouse – Executive Director, Shuswap Trail Alliance
- Observers: Brent Barton, Bitsy, Constance Ladell and David Dahl, Julien Frigon, Kbennett, TT, COA-F9FG2047Q1KV

### Regrets:

- Chris Pieper - Mayor, City of Armstrong - Appointed Rep



- Todd York - Councillor, Township of Spallumcheen - Appointed Rep

## #2026 - Rail Trail - Project Management 2020-2021: COMBINED REPORT

Project Costing Updated: Jan. 5, 2022

PO# Contract # 2019-316-0010-1

Item	Qty	2020 Chargeout Rates	per	Year 2 Budget	Qty Actual	Actual Expense	Notes
<b>Project Management</b>							
Governance Secretariat	144	\$48.00	hr	\$6,912.00	0	\$0.00	Year2: June 1/20 - May 31/21 + Ext to Dec 31
Operational Manager	1664	\$48.00	hr	\$79,872.00	2310.06	\$110,882.88	24 hrs/Governance Meeting x 6
Operational Assistant	1664	\$37.60	hr	\$62,566.40	1720.86	\$64,704.34	4 days/week x 12 mnths
Administrative Support (Tracking & Financial)	208	\$48.00	hr	\$9,984.00	0	\$0.00	4 days/week x 12 mnths
<b>Project Management Total</b>	82%			<b>\$159,334.40</b>	92%	<b>\$175,587.22</b>	6 hours/week x 12 mnths
							Note: GAC Sec in Operational Mgr & Asst
<b>Labour</b>							
Field Supervision	0	\$48.00	hr	\$0.00	11.25	\$540.00	Field Coordination
Technical Assistance	0	\$27.15	hr	\$0.00	16	\$434.40	Senior Trail Crew support
Labour: Canada Summer Student		\$22.10	hr	\$0.00	13	\$287.30	Not included in BCRDP invoicing
Labour: In-Kind Support		\$16.70	hr	\$0.00	140	\$2,338.00	Rapattack danger tree falling - in-kind
<b>Labour Total</b>	0%			<b>\$0.00</b>	2%	<b>\$3,599.70</b>	
<b>Administration</b>							
Bookkeeping		\$48.00	hr	\$0.00	0	\$0.00	under partnership agreement
Insurance		\$20.00	day	\$0.00	0	\$0.00	under partnership agreement
Other Expenses (Office) - GST PST Included				\$500.00		\$566.84	general office supply
Project Office Space	264	\$25.00	day	\$6,600.00	256	\$6,400.00	project office rent
<b>Administration Total</b>	4%			<b>\$7,100.00</b>	4%	<b>\$6,966.84</b>	
<b>Equipment</b>							
Mileage - On Road	8400	\$0.52	km	\$4,368.00	2407.2	\$1,251.74	Project Travel
Project Tools				\$2,000.00		\$3,026.25	Avenza Maps, Field tablet, additional cell
Chainsaw		\$22.00	day	\$0.00	1	\$22.00	per saw (includes fuel) - rail corridor recon
Safety - Daily		\$10.00	day	\$0.00	6	\$60.00	includes spill kit and PPEs - recon
Field Phones (Cell) - Daily	832	\$3.50	day	\$2,912.00	319	\$1,116.50	per unit (assist cell Project Tools above)
<b>Equipment Total</b>	5%			<b>\$9,280.00</b>	3%	<b>\$5,476.49</b>	
<b>Materials &amp; Other Costs</b>							
Marketing - Promo						\$133.84	display materials, bulletins, mailings, copies,
Other Costs						\$0.00	meetings, hall rentals, etc.
<b>Materials Total</b>	0%			<b>\$0.00</b>	0%	<b>\$133.84</b>	
<b>Additional Contracts</b>							
Project Management Support		\$48.00		\$0.00		\$83.99	Technical Trail Consultant
<b>Additional Contracts Total</b>	0%			<b>\$0.00</b>	0%	<b>\$83.99</b>	
<b>Sub-Total</b>				<b>\$175,714.40</b>		<b>\$191,848.08</b>	
Extension Addition				\$19,776.57			June 1 - Dec. 31, 2021 (Budget \$48000)
<b>MINUS GST - 50% rebate</b>						<b>\$84.77</b>	<b>MINUS GST - 50% rebate</b>
<b>Project Management Sub-Total</b>				<b>\$195,490.97</b>		<b>\$191,763.31</b>	<b>Contract Extension to Dec. 31, 2021</b>

Invoices to Date: Operational Management - Year 2	Date	Rate	per/	Meters	Total	
Inv# 1695-CSRDP (Px8)	22-Jul-20				\$28,055.68	
Inv# 1709-CSRDP (Px9)	5-Oct-20				\$29,002.51	
Inv# 1727-CSRDP (Px10)	16-Dec-20				\$27,700.14	
Inv# 1734-CSRDP (Px11)	16-Feb-21				\$21,905.32	
Inv# 1748-CSRDP (Px12)	3-May-21				\$27,649.31	
Inv# 1761-CSRDP (Px13)	31-May-21				\$13,178.01	
Inv# 1779-CSRDP (Px14)	13-Aug-21				\$9,089.39	
Inv#1790-CSRDP (Px15)	4-Nov-21				\$8,400.99	
Inv#1799-CSRDP (Fx16)	14-Dec-21				\$12,358.50	Final Project Invoices
Inv#1802-CSRDP (Fx17)	14-Dec-21				\$7,771.84	Final Project Invoices - Prepaid
Inv#1803-CSRDP (Fx18)	14-Dec-21				\$3,875.00	Final Project Invoices - Prepaid
<b>Totals</b>				<b>0</b>	<b>\$188,986.69</b>	
<b>Budgeted Funds</b>					<b>\$195,490.97</b>	
<b>Remaining Balance</b>				<b>0</b>	<b>\$6,504.28</b>	

Revenue Summary - for Operational Management Year 2 Only	Budgeted	PO#	Actual	
Funding (BCRDP/CSRDP-Area E/DOS) - Year 2 Reserve	\$148,000.00		\$148,000.00	2020-2021
Funding (BCRDP/CSRDP-Area E/DOS) - Carry forward from 2019	\$27,714.40		\$27,714.40	reserved year two BC Rural Dividend Funding
Funding (BCRDP/CSRDP-Area E/DOS) - Extension to Dec. 31/21	\$19,776.57		\$13,272.29	carry forward from year one balance
Additional Contributions (In-Kind)			\$2,625.30	June 1 - Dec. 31, 2021 (Budget \$48000)
STA Partner Contribution (In-Kind)			\$151.32	incls. CSJ Student, Rapattack support
<b>Operational Management Year 2 Total</b>	<b>\$195,490.97</b>		<b>\$191,763.31</b>	STA contributions

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**Revenue/Expense Summary - Operational Management Year 1 - June 1, 2019 to May 31, 2020**
**Page 2**

<b>Expenses Summary - Year 1</b>					<b>Budget</b>	<b>Actual</b>
Total Expenses Year 1 (2019 - 2020)					\$173,370.72	\$107,123.34
<b>Invoices to Date: Operational Management 2019-2020</b>						<b>Total</b>
Inv# 1639-CSR (F) (governance)	Sept 12/19					\$3,534.86
Inv# 1640-CSR (P)	Sept 12/19					\$15,724.68
Inv# 1650-CSR (Px2)	Oct 25/19					\$16,076.02
Inv# 1662-CSR (Px3)	Dec 10/19					\$17,994.00
Inv# 1662-CSR (Px4) (#1675)	Dec 31/19					\$8,019.51
Experience Matters Wage Subsidy	Dec 31/19					\$2,800.00
Inv# 1682-CSR (Px5)	Mar 13/19					\$18,499.78
Inv# 1684-CSR (Px6)	22-May-20					\$19,453.07
Inv# 1685-CSR (Px7)	31-May-20					\$5,021.42
					<b>Totals</b>	<b>\$107,123.34</b>
					<b>Budgeted Funds</b>	<b>\$154,334.86</b>
					<b>Remaining Balance</b>	<b>\$47,211.52</b>

Year 1: 2019-2020: Contract # 2019-316-0010-1

See final STA Project Tracking Report #1926

2019-2020: Contract # 2019-316-0010-1

#1900 - Governance Sec tracking PO#8988

Bowman Employment Services

correction 20/06/20 to incl Bowman &amp; PO8988 as of May 31, 2020

<b>Revenue Summary - for Operational Management Year 1 Only</b>	<b>Budgeted</b>	<b>PO#</b>	<b>Actual</b>
Funding (BCRDP/CSR-D-Area E/DOS)	\$148,000.00		\$100,788.48
CSR Contribution (Secretariat - Interim)	\$3,534.86	PO#8988	\$3,534.86
Additional Support Needed			
Experience Matters Wage Subsidy	\$2,800.00		\$2,800.00
<b>Operational Management Year 1 Total</b>	<b>\$154,334.86</b>		<b>\$107,123.34</b>

2019-2020: Contract # 2019-316-0010-1

available year one BC Rural Dividend Funding

see Project #1900 - Rail Trail Governance

20/06/20 adjusted to actual funds available

Bowman Employment Services

<b>Combined Operational Management Year 1 &amp; 2</b>	<b>Available Funds</b>	<b>Actual</b>
	<b>\$302,614.31</b>	<b>\$296,110.03</b>
	<b>Remaining Balance</b>	<b>\$6,504.28</b>

As of June 1, 2020

					No GST	Includes GST
<b>Expenses: Additional Contracts (2019 - 2021)</b>					<b>BCRDP Budget</b>	<b>Actual</b>
<b>Consulting and Professional Fees</b>						
<i>Site Survey &amp; Engineering/design drawings</i>						\$1,914.07
Technical Design Consultant					\$85,576.00	\$74,632.47
Land Valuation					\$10,000.00	\$10,529.16
1/2 KM Marker Install					\$6,886.76	\$5,234.94
Agricultural Sub-consultant					\$33,685.00	\$34,855.95
Bridge Assessment & Design					\$15,000.00	\$15,750.00
Co-Management Agreement - Legal						\$1,512.02
Geotechnical					\$18,900.00	\$19,173.27
Steep Slope					\$12,500.00	\$13,125.00
Survey (Legal & Topographical)					\$45,000.00	\$30,369.10
<i>Environmental Impact Assessments</i>						\$0.00
Environmental Services					\$31,338.00	\$28,716.13
Stormwater Management					\$33,224.00	\$33,907.06
Erosion Control (Shoreline & River)					\$73,500.00	\$82,506.90
<i>Archeological Impact Assessments</i>					\$36,168.70	\$13,172.14
Archaeological Overview Assessment					\$26,117.00	\$48,698.51
Cultural Heritage Overview Assessment					\$20,714.30	\$12,202.00
<i>Class C Cost Estimates feasibility study</i>					\$5,090.24	\$0.00
<b>Marketing and Promotion</b>						
Fundraising Strategy Coordinator					\$51,000.00	\$51,092.22
Marketing and Promotion (Social Media)					\$15,000.00	\$22,346.44
Story/Brand Development & Design					\$15,000.00	\$1,048.69
<b>Other Costs</b>						
Facility Rentals					\$4,000.00	\$623.00
<b>Additional Contracts Sub-Total</b>					<b>\$538,700.00</b>	<b>\$501,409.07</b>
						<b>\$20,545.01</b>
<b>Sub-Total (no GST)</b>						<b>\$480,864.06</b>
<b>Remaining Balance</b>						<b>\$57,835.94</b>

BCRDP funding \$166,000

Urban Systems Limited

Kent-MacPherson

STA Trail Team PO#10368

Associated Environmental

Bourcet Engineering

Lidstone

Fletcher Paine - includes site recon

Fletcher Paine

Browne-Johnson incl km 0-1.5 survey

BCRDP funding \$83,000

Western Water incl km 0-1.5 RAPR/SPEA

TRUE Consulting

Waters Edge Ltd. incl km 37.5 assess

BCRDP funding \$83,000

SDC Yucwmenlucwu

Splatsin Title &amp; Rights

BCRDP funding \$137,700

BCRDP funding \$35,000 + Dec. 31/21 ext.

BCRDP funding \$15,000

BCRDP funding \$15,000 - ext. reallocation

BCRDP funding \$4,000

BCRDP Funding Total \$538,700 (gross)

LESS: GST ITC's Csrld refunded

BCRDP Funding Total \$538,700 (NET)

\$538,700.00

<b>Revenue Summary - for Additional Contracts</b>	<b>Budgeted</b>	<b>PO#</b>	<b>Actual (PPR)</b>
Funding (BCRDP/CSR-D-Area E/DOS)	\$538,700.00		\$480,864.06
Additional Contributions (Funding)			
Additional Contributions (In-Kind)			
<b>Additional Contracts Total</b>	<b>\$538,700.00</b>		<b>\$480,864.06</b>

Invoice Payment Requests through CSR

Total available minus Operational Mngt

		<b>Budget</b>	<b>Actual Expense</b>
<b>Combined Project Expense Totals</b>		<b>\$841,314.31</b>	<b>\$779,750.71</b>
<b>Total Combined Remaining Balance</b>			<b>\$61,563.60</b>

Total Project To-Date

<b>Revenue Reserve - Operational Management</b>	<b>\$1,020.55</b>
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carry forward from year 1 + \$1300 unallocated

		<b>Budget</b>	<b>Actual To Date</b>
<b>Combined Revenue Totals</b>		<b>\$842,334.86</b>	<b>\$779,750.71</b>
<b>Remaining Fund Balance</b>			<b>\$62,584.15</b>

Operational Mgt &amp; Sub-Contracts

Balance of available funds to-date

December 6th, 2021

To the Rail Trail Governance Advisory and Technical Operational Committees,

As passionate members of the Shuswap North Okanagan Rail Trail Community Fundraising Committee, we write to you as the owners and leaders of this important project. We face a pivotal moment in this project's lifecycle, in which clear leadership and advocacy will help bring success to the dream of tying the communities of the Splatstin, Shuswap, and North Okanagan together through a healthy and vibrant active transportation corridor.

The leadership demonstrated by Splatstin, CSRD, and RDNO has been able to show clear progress in establishing a successful path forward, despite wildfires and a worldwide pandemic. With great commitment and vision by Alex de Chantal and Phil McIntyre-Paul, fundraising efforts secured over \$1.2M in government grants, with an additional \$208,000 raised through private and corporate donations.

At this time, we are asking for your continued commitment to this project through the funding of a full-time position to help direct fundraising efforts, maintain public communications, and develop relationships with public stakeholders and with every level of government.

It is clear to us, that the work that Alex de Chantal has done this year has contributed immensely to the success of the project so far, and we ask you to extend this contract for a further two years.

In addition to the fundraising role, we feel that developing a comprehensive marketing strategy including an adequate budget will deliver much greater returns on this investment. This will help drive fundraising activities, as well as to build support for the project within the local communities.

We would appreciate the opportunity to meet with the Rail Trail Governance and Technical leadership to discuss the 2022-2023 strategy further at your earliest convenience.

Sincerely yours,



Gloria Morgan

Chair of the Community Fundraising Committee

WORKING IN PARTNERSHIP WITH



[shuswapnorthokanaganrailtrail.ca](https://shuswapnorthokanaganrailtrail.ca)   

The Rail Trail between Sicamous and Armstrong is in the Splatstin unceded territory of the Secwépemc Nation.

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## MEMORANDUM

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**TO:** Shuswap North Okanagan Rail Trail Governance Advisory Committee  
**FROM:** Technical Operational Committee  
**DATE:** January 4<sup>th</sup>, 2022  
**SUBJECT:** Services Agreement with Shuswap Trail Alliance for Rail Trail Support

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This memorandum is in response to a resolution from the Shuswap North Okanagan Rail Trail Governance Advisory Committee (the Committee) relative to ongoing project management, administrative and technical support to the Committee as well as the Technical Operational Committee (TOC) following the expiration of the existing agreement with the Shuswap Trail Alliance.

### **Recommendation:**

THAT: The Shuswap North Okanagan Rail Trail Governance Advisory Committee recommend to their respective Boards and Council for the authorized signatories to enter into a services agreement with the Shuswap Trail Alliance which is based on the proposal received from the Shuswap Trail Alliance dated December 13, 2021, and which includes, but is not limited to, administrative support to the Governance Advisory and Technical Operational Committees, fundraising coordination, grant research and preparation, communications and Rail Trail development support as required, to commence on February 1<sup>st</sup>, 2022 and expire May 31, 2023; and

THAT: The Shuswap North Okanagan Rail Trail Governance Advisory Committee recommend to their respective Boards and Council that the Columbia Shuswap Regional District act as lead agency with respect to administration of the services agreement with the Shuswap trail Alliance; and

THAT: The CSR be authorized to administer payment for the services agreement on behalf of the ownership partners with funding to be recovered from each owner partner at a ratio relative to the linear ownership of the Rail Trail: CSR 46%, RDNO 46% and Splatsin 8%; and

THAT: Any forced work or additional services provided by the Shuswap Trail Alliance to an individual owner under the services agreement will be appropriately procured by the individual owner in the form of a purchase order or other method of authorization and the expense will be paid for directly by the owner procuring the service.

## **Background:**

The current agreement with the Shuswap Trail Alliance to provide administrative support, secretariat support and project management support for the creation of a Development Plan for the Rail Trail expired on December 31, 2021.

Neither the CSR nor RDNO have the in-house capacity to deliver this project without bringing on additional staff resources. Given the specialized nature of the project, there are no other contractors in the immediate region that would be as well suited as the Shuswap Trail Alliance to take on such a project - so embarking on a broader RFP or tender process is not deemed a viable option. Therefore, staff are recommending that additional contracted administrative support is necessary to support both Committees, continue fundraising coordination and communications, provide grant research and preparation support, as well as provide technical support with respect to ongoing projects and elements of the Rail Trail Development plan.

The Technical Operational Committee has worked diligently with staff from the Shuswap Trail Alliance and agreed to a general scope of work and fee schedule for a new agreement. The new framework provides base core services to the ownership partners with options on a fee-for-service basis for additional services for collective forced work or services to individual owners upon request.

Following consultation with administration, it is recommended that the CSR continue to act as lead agency with respect to the services agreement in order to maintain clarity with the contractor, consistency, ease of billing and administrative efficiency.

The Technical Operational Committee is recommending that the expenses related to this agreement be apportioned based on the over-all linear ownership of the trail. GIS staff has provided the following table that demonstrates the actual linear ownership of the Shuswap North Okanagan Rail Trail:

Jurisdiction	Length (m)	Length (km)	Percent of Total		Jurisdiction
CSR - Area E	9322	11	19	22	CSR
CSR - Sicamous	1482		3		
RDNO - Area F	22565	34	46	70	RDNO
RDNO - Enderby	3246		7		
RDNO - Spallumcheen	8650		18		
Splatsin - Enderby IR 2	3118	4	6	8	Spaltsin
Splatsin - Sicamous IR 3	811		2		
<b>TOTAL LENGTH</b>					
SNO Rail Trail (Sicamous to Armstrong)	49193	49.2			

Based on this table, the CSR and RDNO jointly own 45km of the 49km trail representing 92% of the entire length. Splat'sin owns 4km of the trail representing 8% of the trail. With this ownership formula in mind, staff recommend that an equitable distribution of expenses related to this agreement be: CSR 46%, RDNO 46% and Splat'sin 8%.



The new proposal from the Shuswap Trail Alliance provides a fee-for-service option for additional services should the ownership partners collectively request. Collective requests for additional services will be agreed to by the Technical Operational Committee prior to being authorized and expensed according to the formula noted. Additionally, the proposal provides individual owners the option to request specific services directly from the contractor at a specified rate. Should these specific fee-for-service options be requested, the individual owner would authorize the request by specific purchase order and be billed directly by the Shuswap Trail Alliance for these services.

### **Summary:**

Staff are recommending that the Governance Advisory Committee recommend to their respective Boards and Council for the authorized signatories to enter into an agreement with the Shuswap Trail Alliance to provide ongoing administrative support to the Governance Advisory and Technical Operational Committees, fundraising coordination and communications, grant preparation and grant writing and technical support towards projects on an as needed basis. Staff are recommending that the CSR D be delegated as lead agency with respect to the agreement and that the costs associated with a new services agreement between the CSR D, RDNO and Splatsin be equitably split based on a ratio of trail ownership.

Respectfully submitted,  
**COLUMBIA SHUSWAP REGIONAL DISTRICT**

**REGIONAL DISTRICT OF NORTH OKANAGAN**

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Charles A. Hamilton  
Chief Administrative Officer

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David Sewell  
Chief Administrative Officer

# Shuswap North Okanagan Rail Trail

Updated: December 13, 2021

## Project Support 2022-2023 – Work Plan Proposal: BASELINE SUPPORT

**Purpose:** to assist the Shuswap North Okanagan Rail Trail Partner Owners (Splatins, RDNO, CSRD) move into the implementation phase of the project between January 1st, 2022, and May 31st, 2023 (72.6 weeks), through administration of baseline project support services.

**Scope of Work/Deliverables Summary:** (See work plan and costing below) Baseline support services to the Rail Trail partner owners include. . .

- meeting administration of Governance Advisory and Technical Operational Committee,
- administration of the funding campaign director contract
- maintenance of ongoing communication tools and publicity
- develop a marketing plan and additional materials to amplify the rail trail's story and campaign
- grant research, readiness, and application development
- and technical development support as required

**Assumptions/Limitations:** This is a significantly reduced administrative scope from the original Development Planning project phase. For it to work, and the various rail trail partners to be able to adjust to the more limited role being provided by the STA, it assumes the following:

### 1. Regarding GAC/TOC Meeting administration. . .

- a. A full shift of the project implementation to Technical Operational Committee staff who will administer and oversee projects, sub-contractors, and follow through on actions
- b. STA will just administer/facilitate a regular 1.5 hour monthly general TOC meeting for coordination/reporting between the various projects/actions underway.
- c. Set a prebooked recurring meeting schedule for both GAC (quarterly) & TOC (monthly).
- d. Set recurring agendas reliant on update reporting from lead staff, with new agenda items submitted by TOC staff (correspondence, project updates, briefing reports, crossing agreements, business arising, new business, next meetings).
- e. Briefing memos and written reports will be the responsibility of TOC staff, including advancing recommendations from the GAC to respective councils and boards.
- f. The STA will prepare and circulate agendas and prepare meeting minutes.
- g. The complexity of these meeting minutes, however, means the STA's capacity to support this is limited to our Senior Consultant (Phil McIntyre-Paul). The STA does not have the skilled personnel beyond this, nor the capacity to shift these responsibilities.
- h. Working and project meetings will occur outside of the general monthly TOC meeting (including license agreement development) and will be the responsibility of TOC staff.
- i. Maintenance of project documents, files, correspondence, and plans generated outside of GAC and TOC meetings will be the responsibility of TOC staff.
- j. Additional rail trail development support requested and approved by the TOC will be invoiced at an additional time and materials rate (see options below).

## 2. Regarding funding campaign responsibilities. . .

- a. It is understood the STA is continuing to assist the Rail Trail Partner Owners through administration of the funding campaign director contract and is not responsible for the overall fundraising efforts of the Shuswap North Okanagan Rail Trail project.
- b. The Capital Campaign Director will now report directly to the Rail Trail Owners through the Technical Operational Committee and seek ongoing collaborative direction through the Community Fundraising Committee. The STA capacity will be limited to administration of the contract position including HR support (timesheets, payroll).
- c. The goal of this contract support is to help the Rail Trail Partner Owners maintain and build on the work of the capital funding plan initiated to date, including donor identification and negotiations, community engagement, public awareness, ongoing communications, and grant leveraging.
- d. Continuity of communications, including use and development of the Rail Trail story messaging and brand elements, needs to be maintained and grown.
- e. Wider engagement of community partners and leaders needs to be developed, including maintaining and growing the capacity and involvement of the community fundraising committee.
- f. New donors need to be identified and contacted, and capacity to follow up maintained – supporting the community leadership team’s capacity for this will be a priority.
- g. Grant research and readiness, including agency liaison, needs to be ongoing.
- h. Grant preparation and application can be added as grant intake opportunities are identified and open at an additional time and materials rate (see below).
- i. The STA’s capacity to provide this support hinges on being able to a) ensure adequate time is allocated to accomplish the needs of the funding campaign work plan in 2022, and b) maintaining the existing personnel. The STA does not have the skilled personnel beyond this, nor the capacity to shift these responsibilities to our Senior Consultant.
- j. To maintain momentum and continuity, the minimum we can reduce this support contract to and still retain capacity for a basic level of momentum and continuity through existing personnel is 1.5 days/week for basic campaign maintenance combined with .5 day/week for basic communications. To realize substantive gains in the funding strategy increased capacity would be needed.
- k. On direction of the Technical Operational Committee, increased capacity will not be added at this time and considered moving forward through 2022. The result will be a more limited workplan for the Capital Campaign Director and reliance on the Rail Trail Owners through the Governance, Technical, and Community Fundraising Committee to implement the campaign.

(See Capital Campaign Director work plan attached below for details.)

**Timeline/Review/Reporting:** This work plan covers the 17-month funding period between Jan 1<sup>st</sup>, 2022, and May 31<sup>st</sup>, 2023 (72.6 weeks). The Rail Trail partner owners will continue to work together to develop project management support beyond June 1<sup>st</sup>, 2023, with updated scope, deliverables, and budget. The STA understands this may require revising the terms of this contract. Regular reviews with the TOC will assess progress and adjust the work plan accordingly.

**Personnel:**

Jen Bellhouse (Executive Director) – contract supervision

Phil McIntyre-Paul (Senior Consultant) – meeting admin (GAC/TOC), technical, and grant support

Alex de Chantal (Capital Campaign Director) – capital funding campaign contract, communications maintenance, ongoing grant research and readiness, grant application development as required

Hanka Mosher (Business Administrator) – contract administration

James Egan (Bookkeeper) – financial administration and tracking

Adrian Bostock (Project Operations Manager) – rail trail development support as required

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**Baseline Support Services: Work Plans and Costing\***

| Task Description | Scope/Lead | Budget |
|------------------|------------|--------|
|------------------|------------|--------|

\*Costing based on STA hourly charge out rate (\$55/hour) all found. Only hours worked will be invoiced.

|                                                                                                                                                                                                                                                                                          |                                                                             |         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|---------|
| <b>1. Governance Advisory Committee (GAC) – Meeting Administration</b><br>a. Assist TOC to arrange and organize quarterly GAC meetings and minutes, by scheduling, preparing agendas, circulating agenda items and reports, monitoring, and maintaining meeting minutes & action tables. | 12 hrs/meeting<br>x 6 meetings<br>Jan 2022 – May 2023<br><br>Lead: Phil McP | \$3,960 |
| <b>Additional Costs:</b> Mileage and Materials to be added, if/as required                                                                                                                                                                                                               | Contingency                                                                 | \$200   |

|                                                                                                                                                                                                                                                                                  |                                                                             |         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|---------|
| <b>2. Technical Operational Committee (TOC) – Meeting Administration</b><br>a. Assist TOC with coordination of Technical Operational Committee meetings by scheduling, preparing agendas, circulating agenda items and reports, and maintaining meeting minutes & action tables. | 8 hrs/meeting<br>x 15 meetings<br>Jan 2022 – May 2023<br><br>Lead: Phil McP | \$6,600 |
| <b>Additional Costs:</b> Mileage and Materials to be added, if/as required                                                                                                                                                                                                       | Contingency                                                                 | \$300   |

|                                                                                                                                                                                                                                                                                                                                                                                 |                                                                     |          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|----------|
| <b>3. Funding Campaign Director Contract – A: Baseline Support</b><br>a. Administer funding campaign director contract to maintain baseline continuity for current campaign promotion, donor engagement, and community support - including funding committee & advisory liaison on behalf of the Rail Trail Partner owners and Fundraising Committee. (See separate work plan). | 12 hours/week<br>x 17 months<br>(72.6 weeks)<br><br>Lead: Alex de C | \$47,916 |
| <b>Additional Costs:</b> Mileage and Materials to be added, if/as required                                                                                                                                                                                                                                                                                                      | Contingency                                                         | \$1000   |

|                                                                                                                                                                                                                                                                                                                                                                                   |                                                              |                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|------------------------------------|
| <b>4. <del>Funding Campaign Director Contract – B: Full Campaign Support</del></b><br><del>a. (NOTE: This item would be in addition to #3A: Baseline Support above to realize full campaign support) Increases capacity to support GAC/TOC/TOC work on full strategic goals, Target Outcomes, and Tactics for 2022-2023. (See separate work plan and strategic plan update)</del> | <del>ADD: 24 hrs/week<br/>x 17 months<br/>(72.6 weeks)</del> | <del>Add to #3:<br/>\$95,832</del> |
| <b>Additional Costs:</b> Mileage and Materials to be added, if/as required                                                                                                                                                                                                                                                                                                        | Contingency                                                  | \$1500                             |

|                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                    |          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| <b>5. Communications – Basic Maintenance</b><br>a. Maintain website, social media, and public communications assets on behalf of the Rail Trail Partner owners (includes email bulletins, Facebook, media release support, contact database maintenance – with basic response/forwarding to TOC for follow-up and reply). | Basic maintenance:<br>5 hours/week<br>x 17 months<br>(72.6 weeks)<br>Charge out at<br>Technical Assistant<br>Rate (\$42/hr)<br><br>Lead: Alex de C | \$15,246 |
| <b>Additional Costs:</b> Mileage and Materials to be added, if/as required                                                                                                                                                                                                                                                | Contingency                                                                                                                                        | \$400    |

|                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                          |                                                                                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| <b>6. Communications – Grow the Marketing Toolkit</b><br>a. Develop a marketing plan and additional materials to amplify the rail trail's story and campaign market reach, including story script development with Splatsin and regional district partners, milestone event still and video/drone imagery, enhanced social media, radio, and print PR/ad reach, and direct mail campaigns. | Preparing of<br>Marketing Plan,<br>Sub-contracts,<br>and materials<br>(Detailed plan to be<br>developed with GAC,<br>TOC and CFC)<br><br>Lead: Alex de C | \$10,000<br>(Will include<br>allocation of<br>hours for<br>market plan<br>development) |
| <b>Additional Costs:</b> To be determined                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                          |                                                                                        |

|                                                                                                                                                                                  |                                                     |         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|---------|
| <b>7. Grant Research and Readiness - ongoing</b><br>a. Support TOC with grant funding research & agency liaison<br>b. Assist TOC with project scoping to meet grant requirements | 4 hours/month<br>X 17 months<br><br>Lead: Alex de C | \$3,300 |
| <b>Additional Costs:</b> n/a                                                                                                                                                     |                                                     |         |

|                                                                                                                         |                                                                                               |                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| <b>8. Grant Application Development – as required</b><br>a. Support TOC with grant application development & submission | 40 - 80 hrs/grant<br>(depending on<br>complexity)<br><br>Lead: Alex de C<br>Support: Phil McP | \$2,200 -<br>\$4,000/<br>grant<br>(Starting base,<br>additional as<br>required) |
| <b>Additional Costs:</b> Mileage and Materials to be added, if/as required                                              | Contingency                                                                                   | \$50/grant                                                                      |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                   |                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| <b>9. Technical Development Support – as required, may include:</b> <ul style="list-style-type: none"> <li>a. Retainer Option to provide continuity: attend monthly TOC meetings and on call consult support</li> <li>b. Technical development planning support, if/as needed</li> <li>c. TOC and sub-consultant project support, if/as needed</li> <li>d. Technical comment for crossing license requests, if/as needed</li> <li>e. Stakeholder liaison, including on-site meetings, if/as needed</li> </ul> | 8 hours/month<br>x 17 months<br>(Retainer to attend TOC meetings and provide on call consult)<br>Additional time and materials, as required<br><br>Lead: Phil McP | <b>\$7480</b><br>(Retainer)<br>+<br><b>\$55/hour</b><br>(additional support, as required) |
| <b>Additional Costs:</b> Mileage and Materials to be added, if/as required                                                                                                                                                                                                                                                                                                                                                                                                                                    | Contingency                                                                                                                                                       | <b>\$400</b>                                                                              |

|                                                                                                                                                                                                                                                                                                                          |                                                                                                                      |                                                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| <b>10. Administer Sub-Contracts – as required, may include:</b> <ul style="list-style-type: none"> <li>a. Erosion and Flood Mitigation Plan</li> <li>b. Splatsin CHOA Knowledge Keepers Review (currently on hold due to COVID19)</li> <li>c. Revegetation guidelines</li> <li>d. Operational Management plan</li> </ul> | 20 hours/contract<br>(contract prep, supervision, and invoice admin - depending on complexity)<br><br>Lead: Phil McP | <b>\$1100/contractor</b><br>(Starting base, additional as required) |
| <b>Additional Costs:</b> Mileage and Materials to be added, if/as required                                                                                                                                                                                                                                               | Contingency                                                                                                          | <b>\$50</b>                                                         |

| <b>11. ANNUAL COMMUNICATIONS: ASSET COSTS</b>                                            | <b>Vendor</b>            | <b>Annual Fees</b>     |
|------------------------------------------------------------------------------------------|--------------------------|------------------------|
| <del>Website URLs and SSL security certification</del>                                   | <del>Go-Daddy</del>      | <del>\$85/year</del>   |
| <del>Website Hosting (Ultimate Managed WordPress)</del>                                  | <del>Go-Daddy</del>      | <del>\$300/year</del>  |
| <del>Dedicated Online Meeting Account</del>                                              | <del>ZOOM</del>          | <del>\$225/year</del>  |
| <del>Customer Relationship Management (CRM)</del>                                        | <del>Donor Perfect</del> | <del>\$2500/year</del> |
|                                                                                          | <b>x2 Year TOTAL:</b>    | <b>\$6220/year</b>     |
| <b>Additional Costs:</b> STA Administration (subscription admin, billing, support calls) | 8 hours                  | <b>\$440</b>           |

\*Costing based on STA hourly charge out rate (\$55/hour, except for items #5 & 6 at \$42/hour) all found. Only hours worked will be invoiced.

*See Detailed Project Budget next page. . .*

## Detailed Project Budget:

| SNO Rail Trail - Baseline Support Services 2022-2023 BUDGET |          |            |      |                     |                                               |
|-------------------------------------------------------------|----------|------------|------|---------------------|-----------------------------------------------|
| Project Costing Updated: Dec. 13, 2021                      |          |            |      |                     |                                               |
| Item                                                        | Qty      | Rate       | per  | Budget              | Notes                                         |
| <b>Project Management &amp; Technical</b>                   |          |            |      |                     | Jan 1/22-May 31/23 (17 mths=72.6 w ks)        |
| Meeting Coordination (GAC)                                  | 72       | \$55.00    | hr   | \$3,960.00          | 12 hrs/meeting x 6 meetings                   |
| Meeting Coordination (TOC)                                  | 120      | \$55.00    | hr   | \$6,600.00          | 8 hrs/meeting x 15 meetings                   |
| Funding Campaign Director Contract                          | 871.2    | \$55.00    | hr   | \$47,916.00         | 12 hrs/w k starting base                      |
| Communications - Basic Maintenance                          | 363      | \$42.00    | hr   | \$15,246.00         | 5 hrs/w k                                     |
| Communications - Marketing Plan                             | 0        | \$42.00    | hr   | \$0.00              | allocate in 2022 from Marketing Toolkit below |
| Grant Research & Readiness                                  | 68       | \$55.00    | hr   | \$3,740.00          | 4 hrs/month x 17 months                       |
| Grant Application Development (as required)                 | 160      | \$55.00    | hr   | \$8,800.00          | starting reserve based on 4 grants            |
| Technical Development Support (as required)                 | 136      | \$55.00    | hr   | \$7,480.00          | 8 hr/mth reserve, additional if/as needed     |
| Administer Sub-Contracts (as required)                      |          | \$55.00    | hr   | \$0.00              | budget to be added if/as needed               |
| Annual Communications Assets Admin                          | 8        | \$55.00    | hr   | \$440.00            | Web URL, SSL, CRM admin, billing, calls       |
| Tracking & Financial                                        |          | \$55.00    | hr   | \$0.00              | under operational agreement                   |
| Travel - On Road                                            | 3200     | \$0.59     | km   | \$1,888.00          | campaign donor, community liaison meet        |
| <b>Project Management Total</b>                             | 90%      |            |      | <b>\$96,070.00</b>  |                                               |
| <b>Administration</b>                                       |          |            |      |                     |                                               |
| Bookkeeping                                                 |          | \$55.00    | hr   | \$0.00              | under operational agreement                   |
| Insurance                                                   |          | \$20.00    | day  | \$0.00              | under operational agreement                   |
| Workshop                                                    |          | \$25.00    | day  | \$0.00              | under operational agreement                   |
| <b>Administration Total</b>                                 | 0%       |            |      | <b>\$0.00</b>       |                                               |
| <b>Equipment</b>                                            | Campaign | 183        | days |                     |                                               |
| Field Phones (Cell) - Daily                                 | 183      | \$3.50     | day  | \$639.71            | per unit                                      |
| <b>Equipment Total</b>                                      | 1%       |            |      | <b>\$639.71</b>     |                                               |
| <b>Materials</b>                                            |          |            |      |                     |                                               |
| Website URLs and SSL security                               |          |            |      |                     | These items already paid for 2022-2023        |
| Website Hosting                                             |          |            |      |                     | Ultimate Managed WordPress                    |
| Dedicated Online Meeting Account                            |          |            |      |                     | ZOOM                                          |
| Customer Relationship Management (CRM)                      |          |            |      |                     | Donor Perfect                                 |
| Other: Printing, Mailing, Supplies                          | 10.00    | \$50.00    | item | \$500.00            | Contingency for incidental expenses           |
| <b>Materials Total</b>                                      | 0%       |            |      | <b>\$500.00</b>     |                                               |
| <b>Additional Contracts</b>                                 |          |            |      |                     |                                               |
| Marketing Toolkit                                           | 10       | \$1,000.00 | each | \$10,000.00         | to include hrs for Marketing Plan prep        |
| <b>Additional Contracts Total</b>                           | 9%       |            |      | <b>\$10,000.00</b>  |                                               |
| <b>Sub-Total</b>                                            |          |            |      | <b>\$107,209.71</b> |                                               |
| Contingency                                                 | 0%       |            |      | \$0.00              |                                               |
| <b>Project Total</b>                                        |          |            |      | <b>\$107,209.71</b> |                                               |

\*Only hours worked will be invoiced.

## ATTACHMENT A:

# Capital Campaign Director: Baseline Support Work Plan 2022

**Purpose:** to support for the Rail Trail Governance, Technical, and Community Fundraising Committees and project partners in maintaining their capital fundraising campaign for the Shuswap North Okanagan Rail Trail over the next two years (2022-2023). . .

. . .AND to maintain Marketing Communications support for the campaign (includes social media and website),

### **Scope of work/deliverables:**

Administer the ongoing contract for a Capital Campaign Director to. . .

- Facilitate implementation, review, and update of the 2022-2023 fundraising strategy
- solicit donations from private and corporate donors,
- research and write grant applications,
- facilitate the Community Fundraising Committee and Community Leadership Advisory,
- develop a marketing plan and materials to amplify the rail trail story and campaign
- maintain Donor Perfect CRM software,
- work with the Shuswap Community Foundation,
- manage all public facing communications, including website, social media, news releases
- and report to the Technical Operational (TOC) and Governance Advisory Committees (GAC)

**Timeline:** January 01, 2022 – May 31, 2023, (72.6 weeks) renewable with applicable CPI % increase in 2023 as per needs of the capital campaign.

**Accountability:** The Capital Campaign Director reports directly to the Rail Trail Owners through the Technical Operational Committee and seeks ongoing collaborative direction through the Community Fundraising Committee. The Shuswap Trail Alliance capacity is limited to administration of the contract position – financial admin, payroll, HR – on behalf of the Rail Trail Owners (Splatsin, CSRD, RDNO).

**Strategic Goals, Target Outcomes, and Tactics for 2022-2023:** For a review of the Funding Strategy, campaign, and proposed strategic goals, outcomes, and tactics for 2022-2023 based on GAC, TOC, and Community Fundraising Committee direction to date, see the [Draft Funding Campaign Report and 2022-2023 Strategy Update \(Nov. 26, 2021\)](#). The report is prepared to support further GAC/TOC/CFC strategic planning together in 2022.

### **Campaign Director Workplan 2022 – Baseline Support Contract:**

|                                                                                                                                                                                                                                                                                                                                                                                                |                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| <b>Implementation, Review, and Update of Fundraising Strategy</b> <ul style="list-style-type: none"><li>• Lead all aspects of the Capital Campaign portfolio</li><li>• Facilitate ongoing updates to the fundraising strategy with the GAC, TOC, CFC, CLA</li></ul>                                                                                                                            | .5 hours/week  |
| <b>Donor Solicitation</b> <ul style="list-style-type: none"><li>• Identify, cultivate, solicit, and steward major gift prospects and donors</li><li>• Identify prospective individual and corporate donors and develop strategies to cultivate those relationships</li><li>• Leads data analysis for events, annual campaigns and appeals</li><li>• Maintenance of Donor Perfect CRM</li></ul> | 4.5 hours/week |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>Support third-party fundraising event organizers, ensure that all parties involved are thanked and recognized for their contributions.</li> <li>Develop community partnerships</li> <li>Maintain ongoing liaison with Community Foundations</li> </ul>                                                                                                                                                                                                        |                                                                                                      |
| <b>Support Grant writing, tracking and requests</b> <ul style="list-style-type: none"> <li>Research new prospects, including foundation, corporate, and government sources</li> <li>Support TOC with grant funding research and agency liaison</li> <li>Manage all aspects of funding and grant requests, including proposals, letters of support, budgets, and other supplementary documentation</li> </ul>                                                                                         | <b>4 hours/week</b><br>(+ additional hours to be added as requested for Grant Proposal Development)  |
| <b>Community Fundraising Committee facilitation</b> <ul style="list-style-type: none"> <li>Meeting scheduling, setting Agendas, communications, meeting notes.</li> <li>Expand committee to include additional members from Armstrong</li> <li>Expand network of engaged volunteers</li> </ul>                                                                                                                                                                                                       | <b>1 hour/week</b>                                                                                   |
| <b>Community Leadership Advisory facilitation</b> <ul style="list-style-type: none"> <li>Meeting scheduling, setting Agendas, communications, meeting notes.</li> <li>Maintain liaison updates with community leadership partner organizations</li> <li>Seek Letters of Support for grant applications.</li> </ul>                                                                                                                                                                                   | <b>1 hour/week</b>                                                                                   |
| <b>Develop and Execute Marketing Plan</b> <ul style="list-style-type: none"> <li>Facilitate and work with the GAC, TOC, CFC, &amp; CLA to draft a marketing plan</li> <li>Coordinate story scripting with Splatsin and regional district partners</li> <li>Create engaging multimedia content including photography, videography, and additional promotional materials</li> </ul>                                                                                                                    | To be allocated from Marketing Toolkit funds in 2022 with TOC                                        |
| <b>Manage Public Campaign Communications</b> <ul style="list-style-type: none"> <li>Support the creation and distribution of all internal and external communications including, but not limited to, monitoring email, fundraising campaigns, news releases, and regular website content, e-newsletters, and social media posts</li> <li>Serve as liaison for print suppliers, photographers, graphic designers, web service agencies, and other related marketing and promotions vendors</li> </ul> | <b>5 hours/week</b>                                                                                  |
| <b>Ensure timely and accurate report deliveries</b> <ul style="list-style-type: none"> <li>Preparation and presentation of regular reports to CFC, CLA, TOC, GAC</li> </ul>                                                                                                                                                                                                                                                                                                                          | <b>1 hour/week</b>                                                                                   |
| <p style="text-align: right;"><b>Campaign Director – Baseline Support</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>18 hours/week</b><br>(+ additional hours to be added as requested for Grant Proposal Development) |

See the Rail Trail Project Support Work Plan above for detailed assumptions and budget.



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## The Shuswap North Okanagan Rail Trail (Sicamous-to-Armstrong)

# BRIEFING NOTE

**To:** Rail Trail Governance Advisory Committee

**From:** Technical Operating Committee

**Date:** January 6, 2022

**Re:** Statutory Right of Way Agreement – RDNO, CSR & Splat sin Development Corporation Inc.

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### RECOMMENDATION:

That the Governance Advisory Committee recommends to the Boards of the Columbia Shuswap Regional District and The Regional District of North Okanagan and Splat sin Chief and Council, support the Statutory Right of Way agreement between the Columbia Shuswap Regional District, Regional District of North Okanagan and Splat sin Development Corporation Inc. for the operation and maintenance of a multi-modal transportation corridor.

### BACKGROUND:

The Columbia Shuswap Regional District, Regional District of North Okanagan and the Splat sin entered into a Memorandum of Understanding (MOU) in 2018 to work cooperatively to acquire the abandoned rail corridor and to work together to develop a multi-modal transportation corridor.

One of the key mandates of the MOU identified working towards establishing a mutually beneficial reciprocal access agreement to allow for intergovernmental use and public usage of the contiguous trail upon completion.

### DISCUSSION:

The Technical Operations Committee (TOC) has established the criteria for a Statutory Right of Way (SROW) that would allow for the operation and maintenance of a regional trail and transportation corridor for pedestrians and cyclists.

Legal Counsels for both Regional Districts and the Splat sin have collaborated to develop the terms of the SROW agreement between all parties. With the construction of two development areas set to take place in 2022, the TOC desires to have the SROW registered before the start of the projects in 2022.

### ATTACHMENTS:

Statutory Right of Way for Multi-Modal Transportation Corridor

## **Form C Charge information for statutory right of way**

1. APPLICATION:

presumably legal counsel on behalf of the Columbia Shuswap Regional District  
and Regional District of North Okanagan

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

PID: 013-838-300

Legal Description:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 25 SHOWN ON PLAN  
R170 SAID TO CONTAIN 6.06 ACRES MORE OR LESS; TOWNSHIP 21  
RANGE 8 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE  
DISTRICT

PID: 011-769-068

Legal Description:

THAT PART OF THE SPALLUMCHEEN INDIAN RESERVE NO. 2 SHOWN ON  
PLAN A402

3. NATURE OF INTEREST:

Statutory Right of Way

4. Terms annexed as Part 2

5. TRANSFEROR:

SPLATSIN DEVELOPMENT CORPORATION, INC.NO. BC0785551  
P.O. BOX 460  
ENDERBY, BC V0E 1V0

6. TRANSFEREES:

COLUMBIA SHUSWAP REGIONAL DISTRICT  
555 Harbourfront Drive NE BOX 978  
SALMON ARM, BC V1E 4P1

REGIONAL DISTRICT OF NORTH OKANAGAN  
9848 ABERDEEN ROAD  
COLDSTREAM, BC V1B 2K9

7. n/a

## TERMS OF INSTRUMENT – PART 2

### STATUTORY RIGHT OF WAY FOR MULTI-MODAL TRANSPORTATION CORRIDOR

THIS AGREEMENT dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, 2021

BETWEEN:

**SPLATSIN DEVELOPMENT CORPORATION, INC. NO. BC0785551**  
P.O. BOX 460  
ENDERBY, BC V0E 1V0

(the “**Transferor**”)

AND:

**COLUMBIA SHUSWAP REGIONAL DISTRICT**  
555 Harbourfront Drive NE, BOX 978  
SALMON ARM, BC V1E 4P1

(“**CSRD**”)

AND:

**REGIONAL DISTRICT OF NORTH OKANAGAN**  
9848 ABERDEEN ROAD  
COLDSTREAM, BC V1B 2K9

(“**RDNO**”)

(**CSRD and RDNO together, the “Transferees”**)

WHEREAS:

- A. The Transferor is the registered owner in fee simple of two parcels of land that were formerly part of a railway corridor, are approximately 7.1 kilometers in length and that are more particularly described in Form C, Part 1, Item 2 (together, the “**Lands**”);
- B. The Transferees are the registered owners of approximately 43 kilometers of land that was part of the same former railway corridor as the Lands and that was acquired for a regional multi-modal transportation corridor for pedestrians, cyclists and similar users in the short term and light rail transit in the future;
- C. The Transferor and Transferees have and continue to work together and cooperatively to develop a regional trail and transportation network over the former railway corridor, including over the Lands;
- D. The statutory right of way granted under this instrument is necessary for the operation

and maintenance of the Transferees' undertakings.

NOW THEREFORE in consideration of the premises contained in this Agreement, the sum of Ten (\$10.00) Dollars paid by the Transferees to the Transferor and other good and valuable consideration (the receipt and sufficiency of which the Transferor acknowledges), the parties agree as follows:

1. The Transferor hereby grants and conveys, in perpetuity and at all times, to the Transferees, their respective successors and assigns, the full, free and uninterrupted right, license, liberty, privilege, easement and right of way (the "**Right of Way**") for the Transferees, their employees, agents, contractors, licensees, successors and assigns to:
  - (a) keep the Right of Way as a public route of access and public trail open to the public from time to time, and to permit the public to use as a regional trail and transportation corridor and permit the public to use the Works (defined below) without specific invitation or authorization for:
    - (i) walking/running, cross-country skiing, horseback riding, cycling and other means of conveyance but not by motorized vehicles (with the exceptions of motorized scooters or similar conveyances used by persons with disabilities); and further or alternatively
    - (ii) light rail transit
  - (b) enter, use, operate, work upon and pass and repass, with or without vehicles, equipment, tools, machinery, personnel and materials, upon, over, under and across the Lands;
  - (c) dig, remove, replace, alter, deposit, and cover up the soil of the Lands and lay down, construct, install and use with or without gravel, asphalt, bark-mulch, stone, brick, concrete or other all-weather impervious surface of any kind, together with such appurtenances, connections and ancillary works, equipment, improvements and structures including, but not limited to, signage, fences and gates, drainage works, lighting, retaining walls, landscaping, trackage, railings, benches and other public furniture, ticket dispensing and security works, bridges and waste receptacles as may be necessary or, in the opinion of the Transferees, desirable for the Transferees' undertaking (the "**Works**");
  - (d) operate, maintain, repair, renew, alter, enlarge, extend, remove, inspect, replace, clean and inspect the Works and for such purposes to make such excavations and do such work and construction within the Lands as the Transferees consider necessary or desirable;

- (e) bring on to the Lands and store temporarily all personal property, including equipment, tools, machinery and materials, necessary or desirable to construct, install, maintain, repair, renew, alter, enlarge, extend, remove, inspect, replace, clean or inspect the Works;
  - (f) plant and maintain or remove trees, shrubs and other vegetation within the Lands, as the Transferees considers necessary or desirable;
  - (g) clear and keep clear the Lands of all trees and other vegetation, buildings, structures, foundations, improvements or obstructions which, in the opinion of the Transferees, may interfere with the function or operation of the Works or with any of the rights granted to the Transferees in this Agreement; and
  - (h) do all things necessary or incidental to the business and undertaking of the Transferees in connection with the Works and use of the Lands.
2. Notwithstanding the blanket grant in Section 1, the Transferees will restrict their exercise of the rights granted under Section 1 primarily to the area shown in heavy black outline on the sketch plan attached to this Agreement as Schedule A (the “**Trail Area**”).
3. The Transferor must not and must not permit any person, firm, entity or corporation to:
- (a) plant or install any trees in any portion of the Trail Area;
  - (b) excavate, dig, drill, install, place or maintain any obstruction, pit, well, hole, trench, ditch, foundation, pile of material, embankment or excavation of any kind nature or remove any soil from within the Trail Area;
  - (c) erect, build, construct, place or deposit any building, structure, wall, fence, pilings, pipe, pole, tower, road, concrete, pavement, foundation, improvement, soil, fill, material or thing of any kind or nature on, in, under, through or over the Trail Area;
  - (d) carry out blasting on or adjacent to the Trail Area;
  - (e) do any act or thing that may interfere with, injure or impair the operating efficiency of the Works or obstruct access by the Transferee, its employees, agents, contractors, invitees, licensees, successors and assigns; or
  - (f) otherwise interfere with the exercise of any rights granted to the Transferees under this Agreement,

without in each case first obtaining the written consent of the Transferee.

4. The Transferor must not grant to any person, firm, corporation or other legal entity:

- (a) an easement or statutory right of way over the Lands; or
- (b) any other interest in land on, in, under, over or through the Lands that may, in the opinion of the Transferee, adversely affect, interfere, impair or obstruct access to or from the Works or adversely affect, interfere, impair the Transferees' rights under this Agreement

without first obtaining the written consent of the Transferee, such consent not to be unreasonably denied, delayed or conditioned.

5. The Transferees covenant to and agree with the Transferor that the Transferees will:

- (a) bear the responsibility and costs associated with the construction of the Works;
- (b) bear the responsibility and costs associated with maintaining, repairing, and replacing the Works as may be required from time to time to permit the safe passage of members of the public using the regional trail and transportation corridor;
- (c) thoroughly clean all lands to which it has had access hereunder of all rubbish and construction debris created or placed thereon by the Transferee and will leave the Lands in a neat and clean condition;
- (d) as far as reasonably possible, carry out all work relating to the maintenance and repair of the Works in a proper and workerlike manner so as to do as little injury to the Lands as possible;
- (e) make good at their own expense all damage or disturbance which may be caused to the Lands as a result of the Transferee exercising any of their rights under this Agreement provided that there is no negligence or willful misconduct on the part of the Transferor;
- (f) not bury any debris or rubbish of any kind in excavations or backfill, and will remove shoring and like temporary structures as backfilling proceeds;
- (g) as far as reasonably possible, restore any fences, lawns, flower beds, paving, sidewalks, berms and drainage facilities, at its cost as nearly as may be reasonably possible to the same condition that they were in prior to any entry by the Transferee upon the Lands;
- (h) effect and keep in force insurance protecting the Transferor and the Transferees

against claims for personal injury, death, property damage or third party, or public liability claims arising from any accident or occurrence on the Lands to an amount not less than \$5,000,000.00 per occurrence with an aggregate of not less than \$10,000,000.00;

- (i) indemnify and save harmless the Transferor from any and all actions, proceedings, claims and demands of any corporation or person against the Transferor for all damage and expense arising out of the exercise by the Transferees of the rights and privileges granted to them.
- 6. The Transferees will undertake all work that it is entitled to do under this Agreement in a good and workmanlike manner and, upon completion, the Transferees will remove all debris and rubbish from the Lands.
- 7. The Transferees agree that the Transferor is entitled to give notice to the Transferees requiring them to execute and deliver to the Transferor discharges, in registrable form, of this Agreement from title to any parcel or parcels subdivided from the Lands which the Transferor, acting reasonably, considers are not required as part of the regional trail and transportation corridor. The Transferees agree to execute and deliver to the Transferor the discharges promptly after receiving notice from the Transferor. The Transferor is responsible for preparation of discharges under this section and any subdivision plan or reference plan required to be filed in conduction with such discharges and for the cost of registration.
- 8. Nothing in this Agreement:
  - (a) affects or limits the discretion, rights, duties or powers of the Transferees under the common law or by operation of any statute, bylaw or other enactment;
  - (b) affects or limits the common law or any statute, bylaw or other enactment applying to the Land; or
  - (c) relieves the Transferor from complying with the common law or any statute, bylaw or other enactment.
- 9. All chattels, equipment, supplies, fixtures and other materials comprising the Works or otherwise installed by the Transferees over, on, in or under the Lands are and will remain owned by the Transferees, notwithstanding any rule of law or equity to the contrary.
- 10. Except as provided in this Agreement, nothing will be interpreted so as to restrict or prevent the Transferor from using the Lands in a manner that does not adversely interfere with the security or efficient functioning of or unobstructed access to the Works and Lands.

11. Waiver of any default by either party will not be deemed to be a waiver of any subsequent default by that party.
12. The statutory right of way herein contained will be a statutory right of way running with the land, but no part of the fee of the soil of the Land will pass to or be vested in the Transferee.
13. All of the obligations of the Transferees in this Agreement are joint and several.
14. Notwithstanding anything contained in this Agreement, neither the Transferor named herein nor any future owner of the Land or any portion of the Land shall be liable under any of the covenants and agreements contained herein where such liability arises by reason of an act or omission occurring after the Transferor named herein or any future owner ceases to have a further interest in the Land.
15. Wherever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate as the context so requires.
16. Every reference to each party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers, and invitees of such party wherever the context so requires or allows.
17. If any section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a Court of competent jurisdiction, the invalid portion will be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.
18. This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia.

IN WITNESS WHEREOF the parties hereby acknowledge that this agreement has been duly executed and delivered by executing the Forms C and D attached hereto.

## **SCHEDULE A**

[insert copy of statutory right of way plan for trail and transportation corridor showing area where rights may be exercised]