

**CYCLE 16 COMMUTOR TRAIL PROJECT
MEMORANDUM OF
UNDERSTANDING**

**BETWEEN THE
REGIONAL DISTRICT OF BULKLEY-NECHAKO**



**AND THE
CYCLE 16 TRAIL SOCIETY**

CYCLE 16 COMMUTOR TRAIL MEMORANDUM OF UNDERSTANDING (MOU)

THIS MOU made this 7 day of July 2020

BETWEEN:

REGIONAL DISTRICT OF BULKLEY-NECHAKO
37 3rd Avenue, Box 820
Burns Lake, BC, V0J 1E0

(hereinafter called the "RDBN")

OF THE FIRST PART

AND:

CYCLE 16 TRAIL SOCIETY
Inc. No. S-0066012
3875 Broadway Avenue
Smithers, BC V0J 2N0

(hereinafter called the "Society")

OF THE SECOND PART

Intent

1. This MOU outlines the manner by which the RDBN and Society plan to work together towards the establishment of the proposed Cycle 16 Commuter Trail (the Trail) linking the Village of Telkwa and the Town of Smithers. This MOU is not legally binding, and no aspect of this agreement should be interpreted as an RDBN commitment to further action. It is intended to clarify each party's anticipated roles in moving the project forward.

Background

2. The Society has been working hard for several years on establishing a commuter trail between Smithers and Telkwa. The proposed 12 km Trail runs adjacent to Highway 16 and is predominantly within the Highway right of way. A Concept Design Report was prepared for the Cycle 16 Trail Society in 2017, and a Preliminary Design of Phase 1 of the project (a 3.5 km section of the trail from the Smithers Bridge to Laidlaw Frontage Road) was completed in 2019.

The Cycle 16 Trail Society has asked the RDBN to consider entering into an agreement with the Ministry of Transportation and Infrastructure (MoTI) to allow the Trail in road right of way. This agreement will require the RDBN to take responsibility for construction,

maintenance, and operation of the Trail. The RDBN Board directed staff to work with the Cycle 16 Trail Society, the Ministry of Transportation and Infrastructure (MoTI), the Town of Smithers, and the Village of Telkwa to facilitate development of phase 1 of the Cycle 16 Trail; and, report back to the Board as appropriate for direction regarding an MoU with the Cycle 16 Trail Society, an agreement with MoTI allowing Trail construction, and a service establishment bylaw.

General Relationship between the Cycle 16 Trail Society and the RDBN

3. As the potential “owner” of the Trail the RDBN has an interest in ensuring the project moves forward in an acceptable manner, and with the necessary approvals from the RDBN’s Board of Directors.
4. The Society has worked hard to develop the Cycle 16 Trail project and gain public and property owner support. It is this effort and diligence that has resulted in the RDBN partnering with the Society on the project. Moving forward the RDBN and the Society intend to work together on the project.
5. An important component for success of the Cycle 16 Trail project is the participation of the Town of Smithers and the Village of Telkwa. As municipal participation is confirmed it is expected that the municipalities will partner with the RDBN and Society in moving the project forward.

Phase 1 Pre- Construction

6. The Society will coordinate completion of the activities and tasks necessary to move the project forward to the construction stage, in close consultation with the RDBN, and with the understanding that certain decisions must be confirmed by the RDBN. It is noted that the Society is contemplating the hiring of a Project Manager at their cost.
 - a. **Final Design and Construction Drawings** – The Society will take the lead on obtaining funding for the development of the Trails final design, the necessary construction drawings, and construction cost estimates. The RDBN Grant Writers may assist in the effort. The Society will hire the design professionals and oversee the contract for the design and costing work. The RDBN will work with the design professionals to ensure that the final design is acceptable to the RDBN. This design process must include a public consultation component that allows impacted residents to comment on final design.
 - b. **ALC Approval** - The Society will take the lead on obtaining Agricultural Land Commission (ALC) approvals for applications already made, and for meeting the terms of ALC approval necessary to have the right of ways registered on title. The RDBN will make all future ALC applications, as necessary.

- c. **Right of ways** - The Society will take the lead on negotiating the placement, or replacement, of right of ways on title of private property as necessary. The Society will be responsible for agreements with property owners regarding the right of ways and any financial compensation dealt with in the agreements. The right of ways must be in favour of the RDBN, and the covenant wording must be acceptable to the RDBN. The RDBN will be responsible for the costs of any legal review of the right of way wording.
- d. **MoTI Agreement** - The RDBN will take the lead on making application to the MoTI to allow construction of the Trail within road right of way. The RDBN will keep the Society updated on the process and will consult with the Society regarding the content of a proposed agreement.
- e. **Formal Municipal Participation** - The RDBN will work with the Town of Smithers and the Village of Telkwa Administration to confirm the nature of their formal participation in planning, constructing, and operating the Trail. The RDBN will keep the Society updated on this process as appropriate.
- f. **Funding for Capital Replacement** – The RDBN will work with the Town of Smithers, the Village of Telkwa, and the Society in an effort to establish a capital reserve fund for Trail repair and replacement.
- g. **Service Area Bylaw Establishment** - The RDBN will be responsible for Service Area Bylaw Establishment, in consultation with the Town of Smithers and the Village of Telkwa Administration. The RDBN will keep the Society updated on the process as appropriate. The Society shall be involved in any public consultation process associated with the Service Area Bylaw Establishment. It is anticipated that the Service Area Bylaw will be created for the entire trail linking the Town of Smithers and the Village of Telkwa.

Phase 1 Construction

- 7. The Society, in close consultation with the RDBN, will coordinate completion of the activities and tasks necessary to construct the Trail. Certain decisions must be confirmed by the RDBN, or undertaken by the RDBN, as appropriate.
 - a. **Construction Funding** - The RDBN, in consultation with the Society, will take the lead in coordinating the process to identify and obtain construction funding. Construction funding applications must be made by the RDBN as the “owner” of the infrastructure.
 - RFP for Construction** - The Society and the RDBN will work together to draft the Request For Proposal (RFP), and the Society will be asked to participate in the process to review and select the construction contractor. The final decision regarding the contractor hired, and the terms of the contract, will be made by the RDBN.
 - b. **Construction Oversight** – The RDBN will be responsible for oversight of the construction process, and disbursement of funds under the terms of the contract. The Society will be responsible for providing a Clerk of Works to ensure the quality of materials and work are in accordance with design drawings and quality standards.

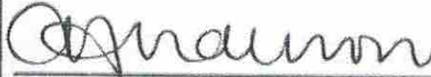
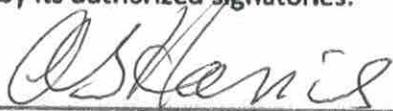
Phase 1 Operation

8. The RDBN will be responsible for operation of the Trail, and the development of operational and maintenance policies. Operational and maintenance policies will be developed in consultation with the Society.
9. Prior to Construction the RDBN and Society will enter into an agreement which formalizes the role of the Society in managing the maintenance of the Trail on behalf of the RDBN and in accordance with RDBN policy.
10. The Society shall manage, on an ongoing basis, a donation and fundraising program to supplement the ongoing cost of Trail maintenance.

Phase 2 and 3

11. The Society will coordinate completion of the activities and tasks necessary to move Phase 2 and 3 of the project forward to the construction stage, in close consultation with the RDBN.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and year written above.

<p>The signatures of the Signing Authority of the</p> <p>REGIONAL DISTRICT OF BULKLEY-NECHAKO</p> <p>was hereto affixed:</p> <p> _____</p> <p> _____</p>	
<p>CYCLE 16 TRAIL SOCIETY</p> <p>by its authorized signatories:</p> <p> _____</p>	

Tony HARRIS
PRESIDENT
Cycle 16 TRAIL Society