

**Memorandum of Understanding  
Regarding Shared Environmental Stewardship  
and All Terrain Vehicle Riding**

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA**

*Represented by the:*

Minister of Environment ("MoE")  
Minister of Agriculture and Lands ("MAL")  
Minister of Forests and Range ("MFR")  
and  
Minister of Tourism, Culture, and the Arts ("MTCA")

**AND:**

**Quad Riders Association of British Columbia ("ATV/BC")**

HEREIN, collectively referred to as "The Parties"

**Introduction**

All Terrain Vehicle (ATV) use is growing rapidly throughout the province. Approximately 90,000 personal ATVs currently put demands on the land base and the environment in British Columbia (B.C.). The B.C. economy is also affected by large amounts of money spent annually on ATVs and associated trucks, trailers, gas, oil, accommodation, etc.

The Quad Riders Association of British Columbia (ATV/BC), incorporated in 2001, was established to represent, enhance and further the sport of ATV riding within the Province. From the start ATV/BC has strongly encouraged sound environmentally sustainable and safe riding practices, including active participation in such organizations as the Outdoor Recreation Council, the Grasslands Conservation Council of B.C., and the Licensing and Registration Coalition. Their environmental program is designed to educate not only members, but riders in general.

In B.C., gaps exist in three areas: standardized operating practices for ATVs, designated ATV trail networks, and communication to ATV riders regarding responsible riding and stewardship behaviour. ATV/BC wants to address these gaps, and promote environmental stewardship and responsible riding, and believes that a formal working relationship with the B.C. Government is needed in order for their outreach efforts to be effective, efficient and significant.

The B.C. Government recognizes the importance of working together with all British Columbians so that B.C. can achieve its full potential. One of B.C.'s goals is to lead the world in sustainable environmental management and attain the best air and water quality bar none.

## **Purpose**

The purpose of this Memorandum of Understanding (MoU) is to foster shared environmental stewardship among the ATV sector through a positive working relationship between the Province of British Columbia and the Quad Riders Association of British Columbia (ATV/BC) regarding shared stewardship, including protection of wildlife and ecosystems, protection of heritage areas; respect for the rights of Crown land tenure holders and other land users including but not limited to agricultural users, rangeland users, forestry users, and mining users; and other recreational users and promotion of safe, responsible enjoyment of riding ATVs.

## **Objectives of the Memorandum of Understanding**

Initially, the Parties share the following objectives for their working relationship:

- To promote voluntary compliance with environmental regulations and adherence to guidelines affecting ATV use through stewardship outreach and by enabling local groups to establish local stewardship management agreements and site reporting protocols;
- To foster stewardship behaviour among ATV riders;
- To enable the collaborative development and extension of best operating practices for ATV riding to ensure the protection of wildlife and ecosystems;
- To establish and extend guidelines to foster shared environmental stewardship similar to those established for commercial back country tourism/recreation operators in "Wildlife Guidelines for Backcountry Tourism/Commercial Recreation in British Columbia";
- To establish trail and sign standards, and enable development of signage and organized trail systems designed to meet the diverse needs of quad enthusiasts; and
- To promote a quad riding code of ethics and foster a safe rider program for both adults and youth.

## **Stewardship Outreach**

- The Parties agree to work together, building on the ATV/BC Environmental and Land Issues program, to devise ways to promote voluntary compliance with legislation and regulations, including any guidelines that apply, and to foster stewardship behaviour within the entire ATV riding sector (ATV/BC members, other ATV riders, dealers, retailers, and manufacturers).
- The Parties agree to jointly develop a communication plan or outreach strategy for the outreach activities and materials required to effectively reach the different sub-sectors of the ATV riding sector, including creating an information source to foster responsible riding and environmental stewardship that can be easily accessed by individuals and groups.
- The Parties agree to work together to obtain resources to implement the plan over the next five years, jointly gathering information about the sector to inform outreach efforts so that they are effective, efficient and client-sensitive.

- The Parties agree to collaborate in preparing outreach materials, including brochures, maps, displays, audio-visual productions, websites, etc., and presenting information to ATV/BC members and other ATV riders through train the trainer sessions, workshops, meetings, mail-outs, special events, trade shows, and other forms of communications.
- In addition, the Parties agree to promote this Memorandum of Understanding through their websites, as well as other opportunities.

### **Training**

ATV/BC, with support from the other Parties, will develop training material on environmentally responsible and safe ATV riding, and promote this material by making it available to its members and other ATV riders. A training plan will be jointly developed by the Parties to facilitate training material production and delivery.

### **Monitoring**

The Parties will work together to develop protocols or guidelines for reporting sightings of wildlife, as well as for monitoring compliance.

### **Guiding Principles for this Memorandum of Understanding**

Activities undertaken in the context of this MoU will be based on the following principles:

- **Consistency with provincial and federal legislation, regulations and policies governing the management of wildlife, wildlife habitat and/or ecosystems, and land use plans** – Any actions or initiatives undertaken in the context of this MoU will be consistent with relevant objectives set within provincial and federal legislation, regulations and policies. At the provincial level this includes, but is not exclusive to:

- the *Ecological Reserve Act* and regulations,
- the *Fish Protection Act* and regulations, including the *Riparian Areas Regulation*,
- the *Forest and Range Practices Act* and regulations,
- the *Land Act* and regulations,
- the *Range Act* and regulations,
- the *Park Act* and regulations,
- the *Water Act*, and
- the *Wildlife Act* and regulations,

and at the federal level this includes, but is not exclusive to:

- the *Fisheries Act*, and
- the *Species at Risk Act*,

and through the Wildlife Guidelines for Backcountry Tourism/Commercial Recreation in British Columbia, the BC Conservation Framework, species and ecosystem recovery plans, and other applicable guidance and/or requirements that may be developed.

- **The role of science** – Proposed management activities will be guided by the best available science relevant to this sector and current wildlife, habitat and ecosystem science. Where scientific information is available, it will be applied as soon as practicable to improve the operational approaches taken by the sector and the management of ATV riding activities.
- **Monitoring, information sharing, and continuous learning** –The Parties will share information in a timely manner to allow for the application of the best available science to the specific realities of this sector and facilitate the development of the most effective management recommendations possible. Historical information and observations supplied by local users, and stakeholders will be considered before recommendations and action plans are finalized.

Activities conducted in accordance with applicable legislation and regulations, without putting wildlife, habitat and ecosystems at increased risk, will be considered as learning experiences that will allow for continued improvement of operational practices. As new information becomes available through monitoring and other sources, and is shared, it may be necessary to amend activities, action plans and priorities mandated by this MoU, standards, and operating practices.

- **Priority on protecting sensitive areas** – The Parties agree that they will address priority issues in sensitive geographic areas experiencing a high and/or growing level of use, based on advice from knowledgeable individuals working within the organizations of the Parties to this MoU, and/or other recognized experts with whom the Parties agree to consult. Protection of sensitive habitats, ecosystems at risk, and species at risk will be of high priority.
- **Local processes** – In some parts of the province, existing local processes (such as land use planning, tenure review committee processes, etc.) should, where appropriate, continue to play a key role in ensuring that the operational practices are implemented, monitored and improved on a regular basis. These local processes should be consistent with the current provincial legislation, regulations and policies governing the management of wildlife, wildlife habitat and/or ecosystems, including species recovery processes.

Every reasonable effort will be made to provide notice of local planning processes to ATV/BC, who in turn will notify any local clubs and encourage their involvement in the planning process.

- **Ecosystem approach** –As the focus of this MoU is on wildlife, wildlife habitat and ecosystems that may be affected by ATV use, the Parties recognize the need to take an ecosystem approach. Activities and practices will be conducted in a manner that recognizes and addresses the need to maintain the integrity of ecosystem processes and functions, and native wildlife species.
- **ATV closures for wildlife management or environmental reasons** - When considering closing areas to ATVs for wildlife management or environmental reasons, the potential adverse effects of all motorized recreational vehicles will be taken into consideration. Decisions will be informed by best available science and evidence of adverse effects when considering the closure of areas to ATVs. Reasonable effort will be made to consult with ATV/BC when considering existing ATV closures or establishing new closures for wildlife management or environmental reasons, who in turn will attempt to notify any local clubs.
- **Sharing trails among recreational users** – There are potential conflicts between ATV riders and non-motorized trail users. While management of these conflicts is beyond the scope of this MoU, the principle of ensuring recreational opportunities and associated recreational values are available to a diverse range of users, with consideration given to current and historical use patterns, will guide the MoU and its implementation.

- **Socio-economic impacts of ATVs** – Management of ATV use relative to wildlife, habitat, or ecosystem needs will endeavour to balance the socio-economic benefits of ATV associated activities with the environmental and social costs of those activities.
- **Safe riding practices** - ATV safety is a priority operating principle for ATV/BC, and, as such, it is recognized in this MoU, and supported by all Parties. As this MoU is implemented, promotion of safe riding practices will be an integral part of ATV/BC education and communication to the public.

### **Principles for Working Together**

The following principles provide a foundation to fulfil the objectives of this MoU. They will guide our approach to working together.

- **Collaboration.** The Parties agree to work together to effectively achieve MoU objectives.
- **Open Communication.** The Parties agree to communicate clearly and candidly with one another about our expectations, objectives and limitations, in an effort to build a common understanding and maintain positive relationships.
- **Integrity and Respect.** The Parties agree to consistently act with integrity and honesty, respecting the differences of our partners and stakeholders.
- **Innovation and Adapting to Change.** The Parties agree to apply an approach of innovation, continuous improvement and shared learning to achieve the objectives of this MoU.
- **Inclusive engagement.** The Parties agree to attempt to identify stakeholder groups that have an interest in, or are affected by the agreement and offer meaningful opportunities for representatives to inform our activities.
- **Integration.** The Parties agree to integrate these Principles for Working Together within our organizations and decision-making processes over time.
- **Accommodation.** The Parties will endeavour to consider availability of all Parties, when scheduling meetings regarding ATV management.

### **Dispute Resolution**

Where a dispute arises related to this MoU or related to activities or projects undertaken within the scope of this MoU, the Parties will, as a first step, attempt to resolve those issues themselves.

If the Parties are unable to resolve a dispute themselves, the Parties will then apply the following dispute resolution process:

- A director from one Ministry representing the Government, or his or her nominee, will work with the president of ATV/BC, or his or her nominee, to jointly select a mediator;
- The mediator will be asked to facilitate a process for working through the issues in dispute and seeking a resolution acceptable to both Parties;
- Any recommendations made by the mediator are non-binding unless the Parties specify, in advance, that they are to be binding; and
- The costs of a mediator appointed under this provision will be as follows: 50% by the Province of British Columbia and 50% by ATV/BC.

**Term, Extension, Modification or Termination**

The Parties agree that the term of this MoU will be for five years from the date of signing. Any modification or extension of this MoU will be by agreement between all the Parties. Any Party, by providing sixty days written notice to the other Parties, may terminate the Memorandum of Understanding.

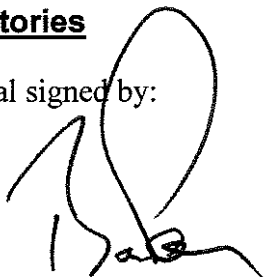
**Legality**

This document does not create legally enforceable conditions. It is an expression of the shared intent of the Parties on how to do business together.


**This Memorandum of Understanding made effective April 1, 2009**

**Signatories**

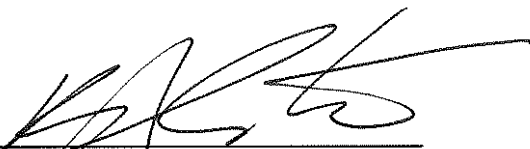
Original signed by:



Hon. Barry Penner  
Minister of Environment

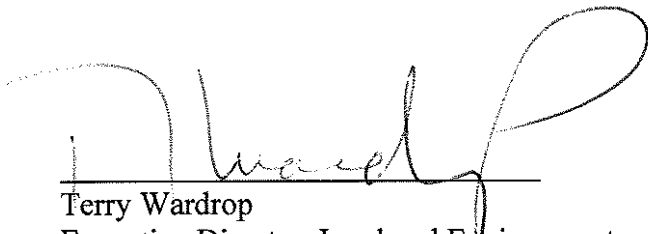


Hon. Pat Bell  
Minister of Forests and Range

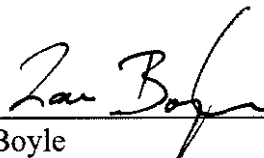


Hon. Ron Cantelon  
Minister of Agriculture and Lands

Hon. Bill Bennett  
Minister of Tourism, Culture and the Arts



Terry Wardrop  
Executive Director, Land and Environment  
of the Quad Riders Association of B.C.



Zan Boyle  
President of the Quad Riders Association of B.C.

## Appendix A

### Definitions

In this memorandum the following definitions will apply:

**ATV or Quad** means All Terrain Vehicle, a vehicle primarily designed for off road use that utilizes a minimum of 4 low ground pressure tires and is a maximum of 60 inches wide and does not exceed 700 kgs in weight.

**Best available science** means the “soundest” scientific information that is available and accessible — in terms of time, location, cost, degree of review and scientific content. Best available scientific information includes scientific and technical information, scientifically collected monitoring information, and experiential knowledge (which will be elicited through de-biasing techniques such as multiple peer reviews and other methods).

As informed by the United States-based Institute for Regulatory Science, determining the best available scientific information rests on three criteria:

- the status of science (i.e., proven or evolving as opposed to fallacious);
- its selection process (i.e. peer-reviewed literature, gray literature or expert opinion, as opposed to personal opinion); and
- the degree to which the objectives of the science are scientific (as opposed to ideological or belief-based).

**Best practice (BP)** means a practice or combination of practices determined to be the most technologically or economically feasible means of preventing or managing potential adverse impacts, taking a precautionary approach.

**Compliance** means conformity with regulatory or policy requirements established by government to protect the environment, human health, and safety.

**Ecosystem** means a functional unit consisting of all the living organisms (plants, animals, and microbes) in a given area, and all the non-living physical and chemical factors of their environment, linked together through nutrient cycling and energy flow. An ecosystem can be of any size - a log, pond, field, forest, or the earth’s biosphere - but it always functions as a whole unit.

**Ecosystem at risk** means an extirpated, endangered or threatened ecosystem or an ecosystem of special concern (formerly called vulnerable).

**Environmentally sensitive areas (ESA)** mean areas requiring special management attention to protect important scenic values, fish and wildlife resources, historical and cultural values, and other natural systems or processes. ESAs include potentially fragile, unstable soils that may deteriorate unacceptably as a result of human caused disturbance, and areas of high value to non-timber resources such as fisheries, wildlife, water, and recreation.

**Habitat** means those parts of the environment (aquatic, terrestrial, atmospheric), often typified by a dominant plant form or physical characteristic, on which an organism depends, directly or indirectly.

**Heritage areas** mean sites of historical, architectural, archaeological, paleontological, or scenic significance to the province.

**Memorandum of Understanding** means a document that describes an expression of the shared intent of how Parties plan on doing business together; it does not create legally enforceable conditions.

**Rangelands** mean land characterized by native plant communities that are often associated with grazing. Rangelands are managed by ecological rather than agronomic methods.

**Sensitive ecosystem** means an ecosystem that is considered fragile and/or rare.

**Sensitive habitats** mean habitats of rare and endangered wildlife species, nesting and other breeding sites, that are easily damaged and/or slow to recover from disturbances.

**Special concern** means particularly sensitive to human activities or natural events but not endangered or threatened. Special Concern was formally referred to as vulnerable.

**Species at risk** means an extirpated, endangered or threatened species or a species of special concern (formerly called vulnerable).

**Stewardship** means responsibly using and managing natural resources for the benefit of present and future generations and encouraging the active participation of persons or groups, including citizens, communities, government and industry.

**Tenure** means the mechanism by which the government transfers specific rights to use Crown, or public, forest or range land and resources to others.

**Wildlife** means any wild organism, including: wild mammals, birds, reptiles, amphibians, fishes, invertebrates, plants, fungi, algae, and bacteria.

## **Appendix B**

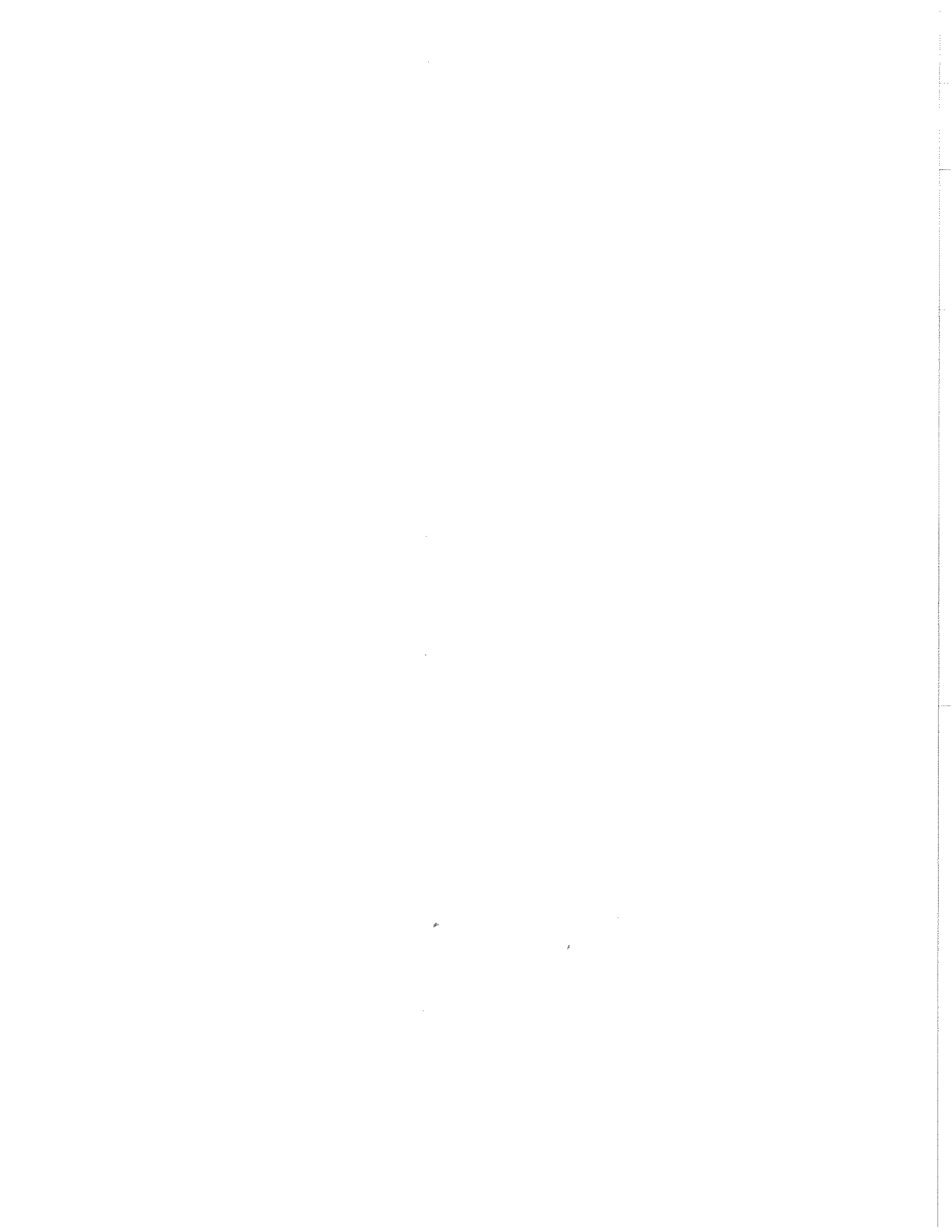
### **Quad Riders Association of British Columbia (ATV/BC)**

#### **Code of Ethics for ATV Riders as of Date of Signing**

- I will be a good sports enthusiast. I will recognize that people will judge all owners by my actions.
- I will use my influence with other ATV owners to promote fair conduct.
- I will not damage living trees, shrubs, grasslands alpine areas or other natural features. I will not damage the land or the soil resource that comprises the land.
- I will respect other people's<sup>1</sup> property and rights.
- I will lend a hand when I see someone in distress and will make my vehicle available for search and rescue.
- I will not interfere with any other sports enthusiasts and will respect their rights to enjoy the outdoors.
- I will know and obey all federal, provincial and local rules regulating the operations of ATVs in areas where I ride.
- I will not drink and drive.
- I will not harass wildlife and will avoid areas that have been posted for the protection of wildlife.

#### **Trail Etiquette**

Trail etiquette is common sense, good communication and courtesy. It will ensure your impact and encounters with other recreational users are enjoyable.



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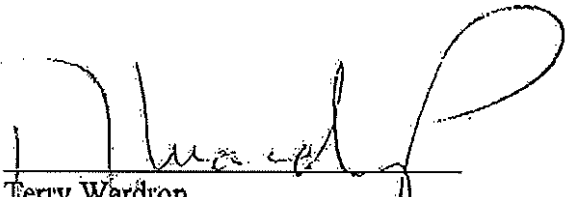
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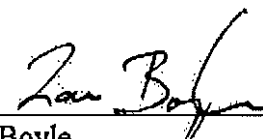
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