



Recreation Sites
and Trails BC

Administrative Use Only:

Agreement # PA(CY)DR#-XX	00022586-00
District	DOS
ORCs file#	16660-27/TELEMARK
Expiration Date	APRIL 30, 2025

RECREATION SITES AND TRAILS BC PARTNERSHIP AGREEMENT

THIS AGREEMENT, dated for reference this **15th** day of **May, 2015**, is

BETWEEN:

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

**2501-14th Ave.
Vernon, BC, V1T 8Z1**

Ian McLellan@gov.bc.ca

the “Province”

AND:

Telemark Nordic Club, a society registered under the *Society Act*
(Incorporation No. S 0013720), having its registered office at:
Box 26072 West Kelowna, B.C., V4T 2G3

the “Agreement Holder”

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

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

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

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

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

ARTICLE I - SERVICES AGREEMENT

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

dispositions of the land within the Agreement Area, or any part of it. The Agreement Holder may be afforded an opportunity to comment on management issues.

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

ARTICLE II—DURATION AND MODIFICATION

- 2.01 The duration of this Agreement is for a term of **10** years commencing on **May 1st, 2015** and ending on **April 30th, 2025** inclusive.
- 2.02 The Agreement may not be modified except by a subsequent agreement in writing between the Parties.
- 2.03 Nothing in this Agreement will be considered to have been waived by the Province unless such a waiver is in writing.
- 2.04 Either Party may cancel this Agreement by giving 60 days prior written notice to the other Party. Upon receiving cancellation notice, the party receiving the cancellation notice will have the opportunity to be heard by the party serving the cancellation notice and the Parties will use their best efforts to conclude the opportunity to be heard within the 60 day period.
- 2.05 Subject to 2.03, not later than 6 months prior to the expiry date of the Agreement, the Province will make a written offer to the Agreement Holder setting out the conditions upon which the Province may renew this Agreement.
- 2.06 The Agreement Holder shall have a period of 3 months from receipt of the renewal offer to accept in writing, the renewal offer on the terms and conditions contained in such offer, provided the Agreement Holder is in compliance with the terms and conditions of this agreement at that time.
- 2.07 Notwithstanding anything to the contrary in this Agreement, the Province, in its sole discretion, may elect to not make a renewal offer to the Agreement Holder.

ARTICLE III—REPRESENTATION OF THE AGREEMENT HOLDER

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

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

3.02 The Agreement Holder acknowledges and agrees that:

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

The Agreement Holder accepts the role of Prime Contractor if it employs workers and/or engages contractors creating a multiple employer workplace under the Workers Compensation Act, and must fulfil the obligations required of a prime contractor under the Worker's

Compensation Act, Section 118 and the Occupational Health and Safety Regulation.

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

ARTICLE IV—INDEMNITY AND WAIVER

4.01 The Agreement Holder will indemnify and save harmless the Province, its servants, employees and agents against all losses, claims, damages, actions, costs and expenses that the Province, its servants, employees and agents may sustain, incur, suffer or be put to arising:

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

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

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

- (a) from the completed performance of the Services; or
- (b) damage to the property in the Agreement Area owned by the Province directly caused by the Agreement Holder, its employees, members, volunteers and subcontractors in the performance of the Services

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

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

ARTICLE V—INSURANCE

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

ARTICLE VI—RECORDS MANAGEMENT & INSPECTION

6.01 The Agreement Holder is responsible for the safety of its registered volunteers at all times. The Agreement Holder must keep records of its registered volunteers and volunteer activities as set out in Schedule B, including proof of certification and training required to perform activities where applicable. Records must be kept for 7 years following the termination of this Agreement.

6.02 The Province may conduct inspections or audits during the term of this Agreement pertaining to the Agreement Holder's performance or obligations under this Agreement. The Province will advise the Agreement Holder in writing or verbally followed up in writing of any conditions requiring correction to meet the terms and conditions of this Agreement, and include a reasonable time period to comply.

6.03 The Agreement Holder will comply with requirements of the Province under this section in a timely manner.

ARTICLE VII—DISPOSITION OF IMPROVEMENTS

7.01 All structures other than the Agreement Holder's structures listed in Schedule E, subject to paragraph 7.03, be and remain vested in the Province absolutely.

7.02 On the termination of this Agreement, the Agreement Holder may within one year of the date of such termination, remove any or all of the Agreement Holder's structures and must do so if required in writing by the Province, and leave the Agreement Area in a safe and clean condition to the satisfaction of the Province, and the Agreement Holder is authorized to enter and cross Crown land in order to have reasonable access to the Agreement Area for the sole purpose of such removal.

7.03 All structures not removed by the Agreement Holder pursuant to paragraph 7.02 within one year of termination of the Agreement, become the property of the Province and the Agreement Holder releases the Province from any claims of ownership with respect to the property.

7.04 Subject to the operational requirements set out in the Schedules, the Agreement Holder acknowledges that all improvements on Provincial land are for general public usage and not for the exclusive use of the Agreement Holder.

ARTICLE VIII—MISCELLANEOUS TERMS AND CONDITIONS

8.01 Any notice or document required to be given under this Agreement shall be conclusively deemed to be validly given or delivered to and received by the Parties:

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

ARTICLE IX—FEES

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

ARTICLE X—INTERPRETATION

- 10.01 In this Agreement, unless the Agreement otherwise requires, the singular includes the plural and the masculine includes the feminine, corporation and body politic.
- 10.02 The captions and headings contained in the Agreement are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions of the Agreement.

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

ARTICLE XI—DESIGNATED CONTACT

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

ARTICLE XII—SCHEDULES

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

Schedule	Title
A	Agreement Area
B	Services & Special Provisions
C	Insurance
D	User Fees
E	Annual Reporting
F	Operational Standards
G	Province and Agreement Holder Structures
H	Operating Plan
Appendices	
1	Partnership Agreement Engagement Summary
2	Operator Incident Report

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

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

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

Ian McLellan

District Recreation Officer

Duly authorized representative name

Title

Signature

Date

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

Duly authorized representative name

Title

Signature

Date



Recreation Sites
and Trails BC

Schedule A Agreement Area

Attachment to the Agreement with Telemark Nordic Club for Partnership Agreement
No.: 16660-27/TELEMARK

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

REC 4564

Agreement Area Description

Telemark Cross Country Ski Trails (Exhibit A attached)



Schedule B

Services & Special Provisions

Attachment to the Agreement with Telemark Nordic Club for Partnership Agreement
No.: 16660-27/TELEMARK

1. Purpose & Operating Season

This Agreement is issued to the Agreement Holder for providing groomed Nordic trails and warming cabins and shelters

The Operating Season for this Agreement is November 1 to April 30

2. Agreement Holder Designated Representative

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

Name: Robert Rogers

Address: Box 26072, West Kelowna, BC, V4T 2G3

Telephone: (250) 768-1494

Email: tccsc@telus.net

3. Province Designated Representative(s):

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

Name: Ian McLellan

Title: District Recreation Officer

Address: 2501 – 14th Avenue, Vernon, BC V1T 8Z1

Telephone: (250) 558-1728

Email: Ian.McLellan@gov.bc.ca

4. Services

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

Trail & Facility Work

- Install approved signage and trail markers.
- Use hand tools to maintain and restore trails, facilities and/or campgrounds (e.g. rake, shovel, hammer, etc.).
- Use power tools to construct or maintain trails and facilities;
- Fall trees;
- Use machinery to construct, maintain or restore trails, facilities and/or campgrounds.
- Groom trails and set tracks by snowmobile;
- Groom trails and set tracks by grooming machine.
- Travel by Off Road Vehicle to monitor and maintain backcountry trails and to transport materials.

Public Services/Outreach

- Monitor visitor use (counting visitors and recording their activities).
- Public outreach including providing general information to visitors.
- Host non-competitive public events in parks and recreation facilities.
- Operation of public information centre (e.g. Visitor's Centre, Heritage Centre)
- Record photographs and/or videos
- Chop and haul firewood.
- Park and recreation facility Condition Reporting
- Monitor snow depth and conditions;
- Observe and take photographs to report back to staff on trail, facility, general conditions.

5. Record Keeping

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

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

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

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

6. Certification, Training and Qualifications

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

1. Power Tools and other machinery: (e.g. skill saw, brush cutters, lawn mowers) must show competency with power tools that will be used to perform the Services. Operators must have sufficient training and expertise in operation of equipment being used.
2. Chain Saws: Operator must show proof of BC Forest Safety Council's Basic Chainsaw Operator Training course or equivalent qualification.
3. Tree Falling: Must be certified at the appropriate faller level by BC Forest Safety Council and must adhere to the Province's Hand Falling Activities Guidelines http://gww.nro.gov.bc.ca/home/safety/directives_procedures/guideline_for_hand_falling.pdf
4. Snowmobile: operator must have sufficient training and expertise in operation of equipment being used.
5. ATV: operator must have sufficient training and expertise in operation of equipment being used.
6. Watercraft: operator must show proof of Transport Canada Pleasure Craft License (if boat owner) and/or Pleasure Craft Operator Card.
7. Divers: must be certified by PADI as an Adventure Diver and if appropriate, with the relevant Speciality for the project (e.g. wreck, underwater videography, dry suit).
8. Snow Monitoring: must be certified in Avalanche Skills Training Course Level 1 or higher.
9. All cavers must follow the BC Speleological Association's Cavers Code of Conduct.

7. Accidents and Incidents

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



Schedule C Insurance

Attachment to the Agreement with Telemark Nordic Club for Partnership Agreement
No.: 16660-27/TELEMARK

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

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



Schedule D

User Fees

Attachment to the Agreement with Telemark Nordic Club for Partnership Agreement
No.: 16660-27/TELEMARK

USER FEE COLLECTION

1. In accordance with section 22(6) of the Forest Recreation Regulation, the Agreement Holder is authorized to act as a recreation site or trail operator and permitted to collect user fees based upon the following conditions:
 - a. Fees are only permitted to be collected for those sites and/or trails and for the amounts as determined by the Regional Manager.
 - b. The Regional Manager must be satisfied that the provision of service on the recreation site or trail justifies a fee and then determines the user fee. Any changes to the user fee structure will require a written determination by the Regional Manager.
 - c. All funds raised through the collection of user fees must be entirely applied to expenses incurred by the Agreement Holder for the provision of the service(s) on the Agreement Area for the direct benefit of those paying the user fee.
 - d. Fees are not to be collected from users who are only utilizing a short section of the maintained trail and whose primary activity will be focused elsewhere.

FEE COLLECTION RESPONSIBILITIES

1. As the campground or trail operator, the Agreement Holder will be responsible for all monies collected.
2. The fee collection procedure will be left to the discretion of the Agreement Holder.
3. The fee collector must issue the trail user with a receipt for the fee paid.

RECORD KEEPING/ REPORTING

1. The Agreement Holder will provide a copy of the "statement of income and expenditure" to the province's designated contact, which will show:
 - a) A statement of gross revenues from user fees for that operating season.
 - b) A statement of all expenditures for which user fees were applied.
 - c) If a society or company, an updated list of officers and or directors, showing function's and contact information.
 - d) Contact name, phone number, email & fax.

- e) Works completed in the previous (last) season.
 - f) Numbers and types of users.
2. Financial records must be kept for audit purposes and be available for review upon request by the District Recreation Officer, including any receipt validation.
 3. This report must be submitted on an annual basis on or prior to a date agreed to with the province's designated contact.



Schedule E Annual Reporting

Attachment to the Agreement with Telemark Nordic Club for Partnership Agreement
No.: 16660-27/TELEMARK

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

1. Partnership Engagement Agreement Summary

By **January 15th** of each year, the Agreement Holder will complete and submit to the Province the *Partnership Engagement Agreement Summary*¹ form provided by the Province, providing aggregate information for the previous calendar year for underwriting and statistical purposes.

2. Annual Report

By **October 1st** of each year, the Agreement Holder must submit to the Province an electronic report summarizing the Services completed during the previous year and if a club or a society submit a list of current directors with their position and contact information.

3. Annual Revenue and Expenses Report

If fees are collected as authorized by a fee determination letter and according to Schedule D of this agreement, the Agreement Holder will submit a 'statement of income and expenditure' by **July 1st** of each year, as more specifically described in Schedule D.

4. Operating Plan

- a) Not later than **October 1st** of each year, the Agreement Holder must submit to the Province, for its written approval, an Operating Plan for the upcoming Operating Season which will at a minimum:
 - i. describe in detail the Agreement Holder's key personnel and describe their duties and responsibilities;
 - ii. describe and prioritize Services the Agreement Holder will complete during the Operating Season;
 - iii. describe the Agreement Holder's Safety Plan for delivering the above listed Services including hazard abatement, public safety considerations, closures, and accident and emergency management; and,

- b) Upon receipt of an Operating Plan, the Province will review the plan and if the Operating Plan is not acceptable to the Province, the Province will notify the Agreement Holder of any necessary amendments.
- c) After receiving notification by the Province, the Agreement Holder will make all necessary amendments and resubmit the Operating Plan to the Province;
- d) If the current Operating Plan expires before the parties have reached agreement on a new Operating Plan, the currently approved plan shall be deemed extended until the new plan is approved.



Schedule F

Operational Standards

Cross Country Ski Trail

Attachment to the Agreement with Telemark Nordic Club for Partnership Agreement
No.: 16660-27/TELEMARK

1. TRAIL MAINTENANCE

Trail maintenance is carried out to:

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

1.1 Trail Maintenance Priorities

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

1.2 Pre Season Trail Maintenance

- a) **Signs**—all signs will be checked prior to the season of operation to ensure they are in place and visible and any additional signs required to meet the objectives of this Agreement should be installed. Conduct minor repairs and stain/paint trail signs as required.
- b) **Deadfall**—on a priority basis cut out windfall/deadfall over the trail, remove wood a minimum of 2.5 metres from the tread centre and dispose downhill when possible.
- c) **Brushing**—on a priority basis remove all juvenile trees and woody brush for 2.5 metres on either side of tread centre within 3 centimetres of ground level. Scatter the cut material out of sight of the trail.
- d) **Erosion control**—clean-out and repair any existing water bars and ditches as necessary to drain water away from the trail and prevent erosion.
- e) **Route marking**—mark obscure routes with flagging or delineating tags as required.
- f) **Litter cleanup**—remove litter and garbage at the trailhead and along the trail.
- g) **Limbing**—remove tree limbs to allow 2.5 metres of overhead clearance above the trail, with 5.0 metres total clearance width. Scatter cut limbs a minimum of 1.0 metre from the trail edge, out of sight where possible. Ensure limb cuts are clean, without scarring the main trunk of the tree.

h) Trail tread maintenance

- Drain/harden mud holes and boggy areas.
- Complete washout and/or slump repair.
- Grub rocks, roots, stumps as necessary to allow grooming during operating season.
- Undertake surface repair as required.

1.3 Routine Trail Maintenance

Routine trail maintenance should include:

a) Vegetation

- Brush clearing, including removal of hazardous branches.
- Windfall removal.
- Hazard tree identification (report to recreation officer).
- Viewpoint maintenance.
- Close off unwanted trails and shortcuts, and restore vegetation.

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

- Culverts.
- Cross drains.
- Water-bars.
- Grade dips.
- Drainage ditches.

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

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

d) Signs

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

2. TRAIL HAZARDS

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

3. TRACK SETTING AND GROOMING

- a) Trails to be groomed are delineated on the Schedule A Map. Generally all trails will be single track set and provide tracks that:
 - Have a level, smooth, hard base.
 - Have continued even, hard sides, without sharp kinks.
 - Are of appropriate depth five (5) centimetres.
 - Track setting width no less than two (2) metres.
 - Track setting width no less than two point five (2.5) metres for skating surfaces.
 - Track shall be a minimum thirty (30) centimetres from the groomed edge.
 - Track shall not be set on sharp curves or steep hills where it is in the best interest of safety to the user to not do so.
- b) Any irregularities in the trail surface caused by grooming/track setting that pose a safety hazard to skiers, will be rectified and made safe.
- c) All hazards to skiers must be removed or made safe.
- d) Track setting will be done at the same time as grooming except when snow conditions require extra packing prior to track setting.

4. CLEARING OF PARKING LOT

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

5. MAINTENANCE AND MANAGEMENT OF HUTS AND CABINS

- a) Maintenance of huts and cabins associated with the agreement area will include:
 - Thoroughly sweeping all inside and outside floors.
 - Ensure all exterior and interior areas are litter free.
 - Inspect stove and chimneys for damage or wear; and.
 - Ensure pertinent information about the operation of the cabin and associated trails, including fees for cabin or trail use, are clearly posted for the public.
- b) Management of huts and cabins associated with agreement area shall be:
 - Used for non-profit recreational use and remain open to the public.
 - Available for other compatible recreational use in the area.
 - Shall not be restricted for public use nor shall undue influence be extended to join a club.
- c) All toilet facilities will be serviced once weekly, during which the agreement holder will:
 - Ensure shovelled, safe paths from more highly trammelled areas to the toilets are kept.
 - Carry out minor repairs such as replacement or installation of door hinges or latches, door adjustments, secure loose component parts.
 - Sweep or otherwise remove cobwebs, dust, dirt, etc., from all surfaces.

- Thoroughly clean and sanitize seats and stems with a mixture of one (1) part cleaner to one hundred (100) parts water or as specified on product labels, and wipe both components dry to avoid spotting.
- Stock toilets with two (2) rolls of toilet paper.

6. MAINTENANCE OF ASSOCIATED ROADS

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



Schedule G

Provincial and Agreement Holder Structures

Attachment to the Agreement with Telemark Nordic Club for Partnership Agreement
No.: 16660-27/TELEMARK

List of Structures owned by the Province:

List of Structures owned by the Agreement Holder:

- 1 Timing Hut
- Biathlon Range
- Timing and office building at Biathlon Range
- Outhouses
- Signage
- Kiosks



Schedule H Operating Plan

Attachment to the Agreement with Telemark Nordic Club for Partnership Agreement
No.: 16660-27/TELEMARK

An Operating Plan must be submitted to the Recreation Officer by **October 1st** of each year. Approval of the operating plan provides authority to conduct operations in the upcoming season.

Introduction

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

Public Information

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

Safety Plan

Hazard Abatement

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

Closures

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

Accident Management

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

Standards

Trails

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

Facility Maintenance

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

Signage

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

Proposed Works

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

Consideration of other resource values (if applicable)

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

Fee Schedule (if applicable)

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

Special Events

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

List of Assets

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

Volunteer versus Paid Effort

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

Attachments

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

Appendix 1 Partnership Agreement Engagement Summary

Name of Agreement Holder _____ Agreement number _____

Date Form Completed _____ Calendar Year _____

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

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

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

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

Signed by and authorized representative of the Agreement Holder _____ Print Name _____



File: 16660-27/SFFS

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

Date Reported: _____ Reported By: _____
Reported to: _____
(job title)

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

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

Date and Time Incident Occurred:

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

Vehicle Description and License Plate Numbers:

Witnesses: (names and contact information if possible)

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

Description of Incident continued:

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

this portion of the report completed by:

name (please print)

date completed

signature



Follow-up Action Taken: (include dates)

Additional Follow-up Required:

Action Complete / File Closed:

District Recreation Officer

date signed