



Agreement # PA(CY)DR#-XX	PA14DKB-44
District	DKL/DAB
ORCs file#	
Expiration Date	

RECREATION SITES AND TRAILS BC PARTNERSHIP AGREEMENT

THIS AGREEMENT, dated for reference this **13th** day of **November, 2014**, 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:

Kootenay Boundary Recreation District
1907 Ridgewood Road
Nelson, BC V1L-6K1
Tel: 250-825-1100
Fax: 250-825-9657

the "Province"

AND:

Friends of the Rossland Range Society

Box 701
Rosland BC
V0G 1Y0
Retrac01@telus.net

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 **December 1st, 2014** and ending on **December 1st, 2024** inclusive.
- 2.02 The Agreement may not be modified except by a subsequent agreement in writing between the Parties.
- 2.03 Nothing in this Agreement will be considered to have been waived by the Province unless such a waiver is in writing.
- 2.04 Either Party may cancel this Agreement by giving 60 days prior written notice to the other Party. Upon receiving cancellation notice, the party receiving the cancellation notice will have the opportunity to be heard by the party serving the cancellation notice and the Parties will use their best efforts to conclude the opportunity to be heard within the 60 day period.
- 2.05 Subject to 2.03, not later than 6 months prior to the expiry date of the Agreement, the Province will make a written offer to the Agreement Holder setting out the conditions upon which the Province may renew this Agreement.
- 2.06 The Agreement Holder shall have a period of 3 months from receipt of the renewal offer to accept in writing, the renewal offer on the terms and conditions contained in such offer, provided the Agreement Holder is in compliance with the terms and conditions of this agreement at that time.

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

ARTICLE III—REPRESENTATION OF THE AGREEMENT HOLDER

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

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

3.02 The Agreement Holder acknowledges and agrees that:

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

The Agreement Holder accepts the role of Prime Contractor if it employs workers and/or engages contractors creating a multiple employer workplace under the Workers Compensation Act, and must fulfil the obligations required of a prime contractor under the Worker's Compensation Act, Section 118 and the Occupational Health and Safety Regulation.

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

ARTICLE IV—INDEMNITY AND WAIVER

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

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

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

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

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

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

section 4.03, or was caused by any activity by the Agreement Holder outside the scope of this Agreement.

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

ARTICLE V—INSURANCE

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

ARTICLE VI—RECORDS MANAGEMENT & INSPECTION

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

ARTICLE VII—DISPOSITION OF IMPROVEMENTS

- 7.01 All structures other than the Agreement Holder's structures listed in Schedule 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
E	Annual Reporting
F	Operational Standards
H	Operating Plan

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.

<u>Justin Dexter</u> Duly authorized representative name	<u>Recreation Office</u> Title
<u>[Signature]</u> Signature	<u>Jan 14th/15</u> Date

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

<u>(Kim) Richard D. Deane</u> Duly authorized representative name	<u>Chair, FORRS</u> Title
<u>[Signature]</u> Signature	<u>Jan. 14, 2015</u> Date



Recreation Sites
and Trails BC

Schedule A Agreement Area

Attachment to the Agreement with **Friends of the Rossland Range Society** for Partnership Agreement No. **PA14DKB-44**.

Recreation Project No.(s) included in this Agreement: Rossland Range Recreation Area (REC203216), Old Glory Lookout (REC2434).

Agreement Area Description:

The Agreement Area is described below and outlined on maps included in the Schedule.

See Maps on next Page

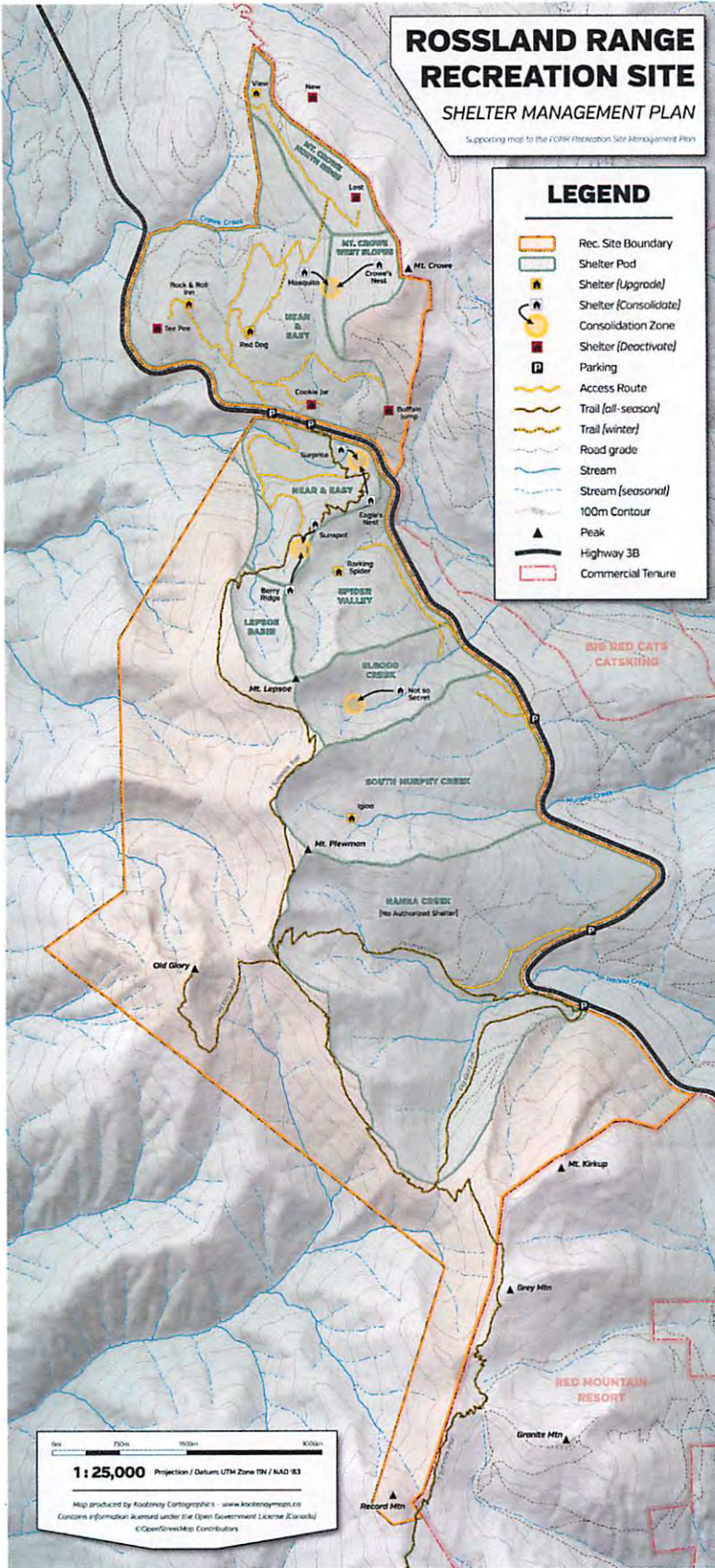
ROSSLAND RANGE RECREATION SITE

SHELTER MANAGEMENT PLAN

Supporting map to the RRMR Recreation Site Management Plan

LEGEND

- Rec. Site Boundary
- Shelter Pod
- Shelter (Upgrade)
- Shelter (Consolidate)
- Consolidation Zone
- Shelter (Deactivate)
- Parking
- Access Route
- Trail (all-season)
- Trail (winter)
- Road grade
- Stream
- Stream (seasonal)
- 100m Contour
- Peak
- Highway 3B
- Commercial Tenure



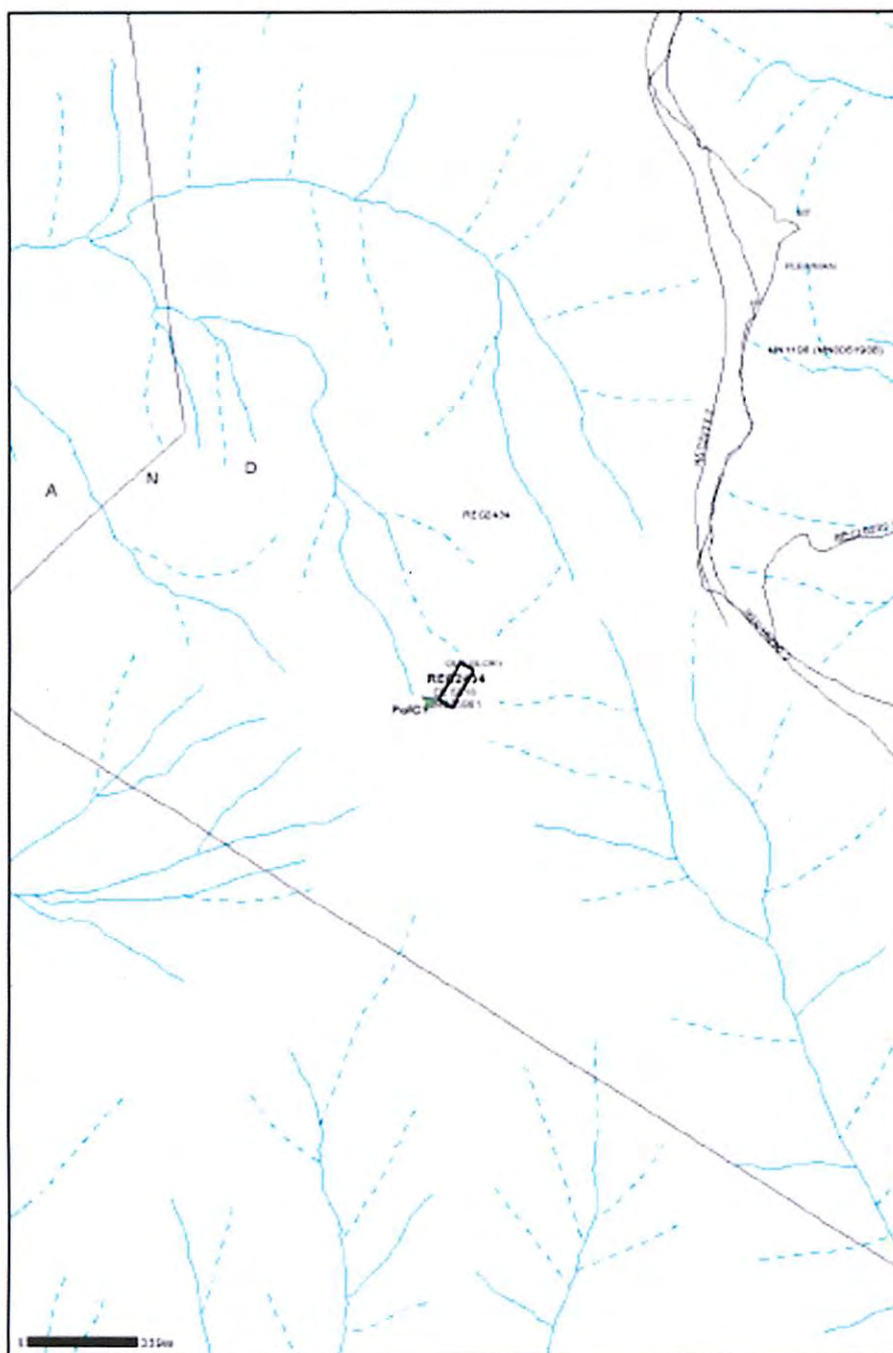
0m 700m 1000m 1300m

1:25,000 Projection / Datum UTM Zone 19N / NAD 83

Map produced by Kootenay Cartographics - www.kootenaymaps.ca
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MAP OF : REC2434 - SIT Amendment # 4 (shown in bold black)			
FOREST REGION : RSI FOREST DISTRICT : DAB	TSA : 01 LAND DISTRICT : Arrow Boundary Forest District	PULPWOOD AGREEMENT :	MGT UNIT TYPE : MGT UNIT NO :
ESP SUBMISSION ID : 1269538 BOGS MAPSHEET NO : SDY 011	SCALE : 1:20000 at A size Area (ha) : 0.7	UTM : 11 NAD : NAD 83	DRAWN BY : FTA DATE : Dec 9, 2013



Legend	
	Tenure Application
	Tenure Road Application
	Refined Tenure Road
	P of C
	P of T
	Tenure Feature
	Range
	TFL
	Provincial Forest
	Forest Service Road
	Highway
	Municipal Road
	Non Status Road
	Recreation Trails
	Road Permit
	SUP Road
	Right of Way
	Schedule D CP Road
	Mineral Tenure Points
	Cities
	Waterbodies
	River/Stream
	Coastline / Island
REC2434 (0.7 ha) PurC1 UTM11 403402, 5466400	



Schedule B
Services &
Special Provisions

Attachment to the Agreement with **Friends of the Rossland Range Society** for Partnership Agreement No. **PA14DKB-44**.

1. Purpose & Operating Season

This Agreement is issued to the Agreement Holder for *Management of Rossland Range Recreation Area (REC203216), Old Glory Lookout (REC2434)*.

The Operating Season for this Agreement is *Year Round*.

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: Les Carter
Address:
Telephone: 250 362 5677
Email: retrac01@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: Justin Dexter
Title: Recreation Officer
Address: 1907 Ridgewood Road, Nelson BC, V1L 6K1
Telephone: 250 825 1212
Email: Justin.Dexter@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 agrees to 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, construct and restore trails, facilities and/or campgrounds (e.g. rake, shovel, hammer, etc.).
- Use power tools to maintain, construct and restore trails facilities and / or campgrounds;
- Fall trees;
- Use machinery to construct, maintain or restore trails, facilities and/or campgrounds.
- Maintain, construct / install or restore docks and mooring buoys.
- Groom trails and set tracks-
- Maintain, construct and restore approved mountain bike trails that conform to the Whistler Trail Standards, excluding Expert Unlimited trails, which are not permitted on Crown land.
- Travel using motorized and non-motorized means to monitor, **plan, construct, restore** and maintain trails and to transport materials.
- Plough access roads to trails, facilities and/or campgrounds.
- Observe and take photographs to report back to staff on trail, facility, general conditions.

Public Services/Outreach

- Monitor visitor use (counting visitors and recording their activities).
- 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.
- 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.

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

6. Certification, Training and Qualifications

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

1. Power Tools and other machinery: (e.g. skill saw, brush cutters, lawn mowers) must show competency with power tools that will be used to perform the Services. Operators must have sufficient training and/or expertise in operation of equipment being used.
2. Chain Saws: Operator must show proof of BC Forest Safety Council's Basic Chainsaw Operator Training course or equivalent qualification.
3. Tree Falling: Must be certified at the appropriate faller level by BC Forest Safety Council and must adhere to the Province's Hand Falling Activities Guidelines http://www.nro.gov.bc.ca/home/safety/directives_procedures/guideline_for_hand_falling.pdf
4. Snowmobile: operator must have sufficient training and/or expertise in operation of equipment being used.
5. ATV: operator must have sufficient training and/or expertise in operation of equipment being used.
6. 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 Specialty 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 Friends of the Rossland Range Society for Partnership Agreement No. PA14DKB-44.

Insurance

- 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 (1) and (2) 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.



Recreation Sites
and Trails BC

Schedule E Annual Reporting

Attachment to the Agreement with **Friends of the Rossland Range Society** for Partnership Agreement No. **PA14DKB-44..**

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 **September 15th** each year, the Agreement Holder must submit to the Province an electronic report summarizing the Services completed during the previous year.



Schedule F
Operational Standards
Recreation Site

Partnership Agreement No. PA14RDKB-44.

1. ROLES AND RESPONSIBILITIES

1.1 Recreation Sites and Trails BC roles and responsibilities

Recreation Sites and Trails BC will provide:

- a) To the agreement holder, magnetic decals, if available, for recreation site operator vehicle identification.
- b) To the agreement holder, apparel (i.e. shirts, hats, etc) to identify the recreation site operator to the public, if available.
- c) To the agreement holder, photo identification, if available.
- d) To the agreement holder, a copy of the Forest Recreation Regulations.
- e) To the agreement holder, a copy of the book *A Field Guide to Noxious and Other Selected Weeds of British Columbia*, if available.
- f) To the agreement holder, ministry approved brochures and posters (i.e. *Welcome to Your Recreation Site, Please Do Not Dump Garbage in the Toilet*, etc.) to be posted at kiosks and pit toilets within the recreation site(s), if available.
- g) To the nearest Fire Centre, the name(s) and contact information of recreation site operators at recreation sites.
- h) To the Recreation Sites and Trails BC website (<http://www.sitesandtrailsbc.ca>), information regarding the site's description and driving directions to the recreation site(s).
- i) Authorizations under Section 16 of the Forest Recreation Regulations for any of the following: for a competitive sporting event, for a gathering of 15 or more persons or for use as a place of temporary residence.
- j) Authorizations under Section 13 of the Forest Recreation Regulations for camping at a recreation site for a period exceeding 14 consecutive days.
- k) A 3 blade entrance sign on a post, identifying the recreation site(s).
- l) Replacement infrastructure (i.e. tables, fire rings, pit toilets, kiosks, fencing, signs and sign posts, etc.), if available.
- m) Wildlife danger tree assessments, as determined by the recreation officer.
- n) Paint in accordance with Ministry standards, if available.
- o) Toilet pumping, if required and as determined by the recreation officer.

1.2 Agreement Holder's roles and responsibilities

The Agreement Holder will:

- a) Acknowledge and agree with the province that nothing in *Recreation Sites and Trails BC Partnership Agreement* will be deemed to grant to the Agreement Holder the exclusive use and possession of a Recreation site(s).
- b) Not represent or speak on behalf of the province.
- c) Present a clean and well-groomed appearance, and be attired in a manner appropriate for carrying out the obligations as stated in the agreement and this document.
- d) Be courteous and tactful when dealing with the public.
- e) Carry out all work in a manner that will create the least disruption and inconvenience to the public.
- f) Possess a general knowledge of the site(s) and structures.
- g) Return all apparel (i.e. shirts, hats, etc) provided by the province within five (5) days following the end of the agreement term.
- h) Repair or eliminate known 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 recreation officer must be advised. In addition, the Agreement Holder must make a reasonable effort to ensure users do not enter the recreation site, if, in the Agreement Holders opinion, the site is unsafe due to existing or potential hazards.
- i) Report to the recreation officer, the presence of knapweed and other noxious weeds within the recreation site(s).
- j) Not burn debris, such as boxes, bags, containers, etc. unless authorized to do so by the recreation officer.
- k) Comply with the Wildfire Act, as required.

2. MAINTENANCE

2.1 Recreation Site Activation

Prior to commencement of routine service, the recreation site(s) and associated structures should be inspected, preferably by the Recreation Officer and the Agreement Holder together, to identify off-season use and/or damage, and any necessary maintenance, remedial action and/or repairs that are required.

2.2 Maintenance Routine

Maintenance visits must be conducted in accordance with an approved schedule or as determined or discussed with the Recreation Officer.

2.3 Structure Renovations and/or Replacements

- a) Structure renovations and/or replacements should be planned and scheduled as needed, except where emergency action is required. The guiding principle for conducting renovation and/or replacement work is to have all structures operational

and useable during the routine service period, and to schedule and conduct required work in a manner least disturbing or disruptive to site users.

2.4 Campsite and Day Use Area Maintenance

- a) Keep campsite structures in a safe and fully operational condition.
- b) Maintain campsites and surrounding area in a clean and tidy condition free from litter, garbage, broken glass, and foreign material. Dispose of all litter and refuse at a regional dump site or transfer station.
- c) Remove all non-standard structures from the campsites and maintain all new structures installed by the province.
- d) Pick up all litter throughout the developed portion of the site including the roads and trail.
- e) Where applicable, retain the campsite shape and definition by removing weeds, encroaching vegetation, and overhanging limbs to a minimum of 0.5 metre surrounding the campsite and driveway shoulders.
- f) Rake the campsite and driveway shoulders removing wood chips, needles, sticks/branches and other debris. Particular attention should be given to heavily used areas, but not limited to, around fire rings, around and beneath tables, and in tenting spots.
- g) Maintain areas surrounding structures free of weeds, encroaching vegetation, overhanging limbs, dirt, litter, garbage and debris. Level all gravel surfaces to present an overall clean and neat appearance. Cut brush, grass, etc. around tables (1.5 metre swath) and along paths when 20 centimetres high or otherwise interfering with the use of structures.
- h) **If qualified**, fall, buck and pile any hazard trees on the site for firewood.
- i) Not use pails or other containers contaminated with disinfectants or sanitizers to obtain water from streams or lakes.

2.5 Table Maintenance

- a) Maintain tables and the immediate area in a clean condition, free from all cobwebs, dirt, grass/brush, litter, garbage and debris.
- b) Relocate tables to their original locations, and level them as necessary.
- c) Ensure tables are safe by securing loose planks, removing all splinters, nails and other hazardous protrusions, and making sure tables are level and not prone to rocking or tipping when used.
- d) Repair damaged tables to standard.
- e) Wash all table tops and seat planks.
- f) Paint/stain tabletops and seat planks as necessary to keep the surfaces clean and neat in appearance. All wood exposed due to vandalism, wear or other damage shall be scraped and stained or painted.

Note: the Recreation Officer must approve Paint or stain colours.

2.6 Pit Toilet Maintenance

- a) Keep pit toilet buildings and fixtures in a safe and fully functional condition. Approved posters and signs are to be stapled securely inside the toilet. Replace as needed.
- b) Maintain pit toilets and fixtures in a clean and sanitary condition free from dust, dirt, stains, mold, cobwebs, graffiti, litter, garbage, excess water, unpleasant odours, and all foreign material.
- c) Thoroughly clean and sanitize the seat, stem, floors and walls with a mixture of cleaner and water. Do not pour water used for toilet sanitizing/disinfecting into the pit.
- d) Provide toilet paper and deodorant blocks in the holders as required.
- e) Provide septic enzyme – following the instructions on the product (lime products are not to be used) – as required.
- f) Maintain the area surrounding the pit toilet free from all litter, garbage, debris, weeds, encroaching vegetation and overhanging limbs. Remove all debris from the roof surface.
- g) Maintain the minimal acceptable space between faecal matter and the floor level (50 centimetres). Notify the recreation officer if this is surpassed, so that toilet pumping can be scheduled.
- h) Annually, when required, stain the outside walls of the toilet and inside walls in the existing colour scheme. Paint the floors.
- i) Protect the toilet seat and stem from marring and splatters while the interior of the structure is painted. Remove posters and signs before painting and re-secure after the paint is completely dry.

2.7 Sign/Poster Maintenance

- a) Ensure signs are in good repair and maintained in a firm vertical position with the sign message oriented to provide maximum viewing exposure.
- b) Replace or repair all missing or damaged signs.
- c) Maintain signs in a clean condition free from dirt and foreign matter that could restrict a site user's ability to read them.
- d) Maintain the immediate area around signs free from garbage, grass, weeds and brush.
- e) Notify the Recreation officer if signs are in poor condition or need replacing, install and/or stain signs as required.
- f) When required, apply one coat of paint/stain to signs, boards and posts (– letters *white*, sign boards and posts *provincial brown*).

2.8 Trail Maintenance (within a site)

- a) Ensure all trails, walkways, boardwalks, paths, steps, stairs and handrails are safe and in a fully functional condition.
- b) Maintain trails, walkways, path steps and stairs and adjacent areas in a clean condition free from litter, garbage, rocks, limbs, windfall trees, encroaching vegetation, and other foreign material that may pose a hazard or restrict access.

- c) Ensure culverts, bridges and ditches are clear to ensure proper drainage.

3.9 Beach, Shoreline, Dock and Boat Launch Maintenance

- a) Remove all litter, broken glass and garbage from the beach, boat launch and surrounding area to a water depth of about one metre and at least one metre from shore
- b) Remove non-standard fixtures from the beach, shoreline, boat launch and surrounding area (i.e. animal hangers, shelters, plastic tarps, windscreens, etc.).
- c) Where required, maintain dock, boat-launching structures and mooring buoys in a safe and fully functional condition, free of garbage, litter and foreign matter.

3.10 Fire Rings/Pits

- a) Maintain fire pits and immediate areas in a clean condition clear of garbage, residue and unusable wood, with wood left by campers on the site, piled neatly adjacent to the fire ring.
- b) Remove cold ashes that are deeper than 10 centimetres. All ashes are to be hauled away from the site and disposed of at a regional dumpsite or transfer station. Place rocks neatly around the perimeter of the fire pit if no metal fire ring is in place.
- c) Extinguish non-attended fires.
- d) Remove undesignated fire rings.

3.11 MAINTENANCE AND MANAGEMENT OF HUTS AND CABINS

- a) Maintenance of huts and cabins associated with the agreement area will include:
 - Thoroughly sweeping all inside and outside floors.
 - Ensure all exterior and interior areas are litter free.
 - Inspect stove and chimneys for damage or wear.
 - Ensure pertinent information about the operation of the cabin and associated trails, including fees for cabin or trail use, are clearly posted for the public.
- b) Management of huts and cabins associated with agreement area shall be:
 - used for non-profit recreational use and remain open to the public.
 - available for other compatible recreational use in the area.
 - shall not be restricted for public use nor shall undue influence be extended to join a club.

4. VISITOR SERVICES STANDARDS

4.1 Public Safety Standards

If any of the following situations arise at the site during the operating season, the Agreement Holder must take the following action:

- a) **The site becomes unsafe/hazardous**—the Agreement Holder must immediately notify the recreation officer or if unavailable the local Forest District office of any condition that makes the site unsafe or hazardous for use, including a high fire hazard or a nuisance animal.
- b) **Site users acting in an unsafe manner**—the Agreement Holder must inform site users acting in an unsafe manner to cease that activity. If the users will not comply and the situation is of a serious nature, the Agreement Holder should call the local RCMP or contact the local Forest District office for assistance.
- c) **Serious Injuries/Fatalities**—the Agreement Holder must immediately report a serious injury or death at the site to the local RCMP and to the Recreation Officer.

4.2 Working With the Public

The Agreement Holder must manage the site to ensure the safety and supervision of site users and their property. The Agreement Holder must undertake the following actions when managing users:

- a) **Public Relations**—effective public relations on behalf of the Agreement Holder depends upon physical appearance, attitude and the ability to deal with people in a fair and consistent manner. The Agreement Holder and their staff must be able to communicate effectively and control their verbal and physical responses in any situation. This is called the “public relations approach.” It does not change from situation to situation, and it is the key to success in dealing with people. There are three components to this approach:
 - i. **The mental awareness and thought process**—the Agreement Holder must:
 - Be calm, cool and collected internally.
 - Program his/her approach to the specific situation.
 - ii. **The physical image (body language)**—the Agreement Holder must:
 - Develop and present a friendly posture.
 - Prevent circumstances from changing his/her countenance.
 - Develop and use the power of a smile in the face of adversity.
 - iii. **The verbal-response (communication)**—the Agreement Holder must:
 - Listen to both sides of the story.
 - Control voice tone, volume, and inflections to show interest and concern without emotion.
 - Refrain from swearing or using obscene or insulting language.
- b) **Assessing the Risk**—the Agreement Holder must observe and analyze each potential conflict situation to ensure it is safe to make contact with the site user. The Agreement Holder must also be prepared mentally, physically and communicatively to handle the situation. The safety of the Agreement Holder is paramount, and they should not put themselves at risk in situations of conflict.
- c) **Education**—the Agreement Holder must attempt to inform and educate site users of the site rules and regulations.

The Agreement Holder is required to inform and educate site users regarding the following:

- i. A person shall not create or cause a deliberate or unnecessary disturbance.
 - ii. “Quiet hours” at the site are between 11:00 p.m. and 7:00 a.m. No loud noise is acceptable during these times.
 - iii. Any other authorized rules and signs posted by the province.
- d) **Duration of stay at a recreation site** — the Agreement Holder must advise any site user who has exceeded camping for more than 14 consecutive days as allowed for by the Forest Recreation Regulation.
 - e) **Encouraging Compliance**—in every possible instance, site users should be advised of the compliance required and given an opportunity to correct their behaviour (e.g. keep noise down, buy a camping permit, etc.).
 - f) **Complaints and Disturbances**—the Agreement Holder will record and report to the Recreation Officer any complaints by site users about disturbances or other undesirable or illegal activities in the area.
 - g) **Violation/Order to Vacant**—the Agreement Holder must advise site users who are contravening the act or regulations that they are in violation, and may be subject to enforcement action or ordered to vacate if they do not cease. Only if it is safe to do so, an Agreement Holder may ask a person that is causing a violation at a site to leave. Only a Designated Official (Recreation Officer, Environmental Official or Natural Resource Officer) or the RCMP can order a person to vacate a site under the authority of the Forest Recreation Regulations.
 - h) **Access Control**—the Agreement Holder may regulate vehicular and pedestrian traffic to prevent congestion and camping and parking problems from developing. Gates or control devices are to be opened and closed as required. The Agreement Holder must remain at the site and be available to the public while the control devices are closed and the site is occupied with users. The needs of an emergency situation must be considered whenever a control device is closed. Only campers may remain in the site after 11:00 p.m.
 - i) **Provincial Property**—the Agreement Holder will check the structures and all equipment at the site for theft, damage or vandalism, and report any occurrence immediately to the recreation officer.
 - j) **Notebooks**—the Agreement Holder should retain a notebook. In it, keep notes of important incidents, including such things as:
 - The nature of the incident.
 - What happened?
 - Who was involved?
 - Where did it occur?
 - How did it occur?
 - Weather conditions (if related to a storm event).
 - When did it occur?

- Date.
 - Time.
- Names and descriptions of the people involved.
 - Contact info (if available).
 - Vehicle license plate identification.
- How did the campsite operator handle the incident or situation?
- Was anyone contacted to assist?
 - For instance: RCMP, Recreation Officer, Compliance and Enforcement, Conservation Officers, Wildfire Protection Branch, etc.



Recreation Sites
and Trails BC

Schedule H Operating Plan

Attachment to the Agreement with **Friends of the Rossland Range Society** for Partnership Agreement No. **PA14DKB-44**.

Management plan attached below

ROSSLAND RANGE RECREATION SITE

MANAGEMENT PLAN

October 28, 2014

This Management Plan will be incorporated into an agreement between the Ministry of Forests Recreational Sites and Trails Branch and the Friends of the Rossland Range. It will become the official set of directions by which the Friends of the Rossland Range and the community manage the Recreation Site.

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1.0 INTRODUCTION

The Rossland Range Recreation Site represents the culmination of many years of community recreational use and stewardship of the Rossland Range high country. It builds on the efforts of generations of local explorers and volunteers who found the good places, made trails and shelters, and showed us a kind of free and natural recreation that has come in recent years to be appreciated by more and more people from far and wide.

Although the history of managing recreation in the Rossland Range has been one of hands-on local community volunteerism, over the years it became apparent that something more was needed in order to provide a secure future for public recreation in our hills. So the Recreation Site also represents the culmination of many years of efforts by volunteers who would rather have been out in the mountains – years spent doing research, hosting meetings, writing applications, and waiting for government responses, all in aid of gaining official status for our traditional playground. Now we have it.

With the creation of the Rossland Range Recreation Site, we have achieved official recognition of the unique public recreational value of our local mountains. We can use the Recreation Site to build something that will last. This Management Plan is our blueprint.

2.0 BACKGROUND

2.1 Location

The Rossland Range Recreation Site includes the higher terrain of the Rossland Range from the tenure held by Red Mountain Resorts in the south to the tenure held by Big Red Cats in the north. (See the attached map.)

2.2 Nature Of The Terrain

The Recreation Site contains four general types of terrain:

1. A system of high alpine and sub-alpine ridges with a number of distinct summits and steep basins, just west of Highway 3B, beginning adjacent to Red Mountain's tenure and extending to the summit of Mt. Lepsoe;
2. The Old Glory Mountain massif to the west of the main spine of the ridge system;
3. Mt. Crowe, to the north-east of Nancy Greene Summit;
4. Relatively gentle forested areas near Nancy Greene Summit, where a distinct plateau-like effect is noticeable, as well as along the lower slopes to the east of the high ridge system.

2.3 Major Recreational Uses

The terrain in the Recreation Site lends itself to numerous non-motorized uses in both summer and winter, comprising:

1. Mountain biking on provincially designated trails such as the Seven Summits Trail;
2. Hiking, typically on designated trails leading to and through the alpine areas;
3. Alpine ski touring, for instance to the summit of Old Glory Mountain;
4. Alpine-style "day adventure" skiing, which consists of using the steep terrain above a basin for repeated climbs and descents, rather than a single, longer trip to a destination such as a summit.
5. Light ski touring and snowshoeing in the gentler, forested terrain, following informal trails and routes.
6. Equestrian use.

2.4 Access

The Recreation Site is accessed by Highway 3B, which parallels the Recreation Site's high ridges and basins from Red Mountain Resort to Nancy Greene Summit, where it passes through the Recreation Site, separating Mt. Crowe and a substantial part of the gentle Nancy Greene Summit plateau from the rest of the Rec. Site.

Users park at the developed area at Nancy Greene Summit, as well as at several locations along Highway 3B, some of which are maintained on an irregular basis.

The easy access provided by Highway 3B makes the Recreation Site directly accessible to users with many different interests, and a large range of ability levels.

Travel through the lower, more-gentle terrain is facilitated in summer by forestry roads and developed trails, and by forestry roads and informal routes in winter. Access to the higher basins and ridges in winter is provided by informal routes which are subject to changing levels of accessibility as the forest changes over time.

2.5 Level Of Recreational Use

Over the past decade, the area within the Recreation Site has transformed from a relatively lightly-used amenity enjoyed by residents of local communities to a destination for recreational users from throughout the region and beyond.

New types of recreational gear, from lighter, more easily-ridden mountain bikes to new-generation skis and snowshoes have made it easier for less-experienced users to penetrate farther into the Recreation Site.

Forestry operations have made large portions of the easier terrain in the Recreation Site more accessible for less-experienced users. Development of a high-quality trail system has had a similar effect.

Expansion of the boundaries of Red Mountain Resort, and the creation of a cat-skiing tenure held by Big Red Cats have led to concentration of public recreational use in the area of the Recreation Site.

Those with experience in the Rossland Range over the years estimate that recreational use of the area within the Recreation Site, both summer and winter, has increased 10-fold over the past decade.

2.6 Forestry

Most of the Recreation Site is within “the working forest,” subject to a tenure held by ATCO Wood Products, and in a few small areas to a designation under the auspices of BC Timber Sales, Kootenay Business Area.

Recreational activities and projects in the Recreation Site do not take precedence over forestry planning and operations, or the rights of the forestry tenure holder.

2.7 Shelters

An important part of the winter recreational experience in the Recreation Site is the presence of volunteer-maintained shelters, which provide both destinations for light touring in the gentler terrain and security for “day adventure” skiers venturing into more challenging terrain.

2.8 Motorized Recreational Use

Motorized use in the non-snow seasons is restricted to forestry roads. The provincially-designated trails prohibit motorized use.

In the past, non-motorized winter users and snowmobilers have been able to use the forestry roads and other routes cooperatively. Motorized use has not been intensive.

Greatly-increased numbers of non-motorized recreational users, and changes in snowmobile technology, seem to have made most areas within the Recreation Site less interesting for snowmobilers, and snowmobile use in recent winters has been low. However, the new snowmobiles are capable of more-easily accessing the high basins and ridges.

2.9 Hunting and trapping

The Recreation Site does not exclude hunting or trapping

2.10 History Of Community Self-Regulation

Over the years, people recreating in the Recreation Site area have developed a cooperative approach to sharing the use of the landscape. This informal approach remains a major attraction for users of the area.

3.0 PURPOSE OF THE RECREATION SITE

The over-arching purpose of the Recreation Site is to provide official and community recognition for the area as a unique free public recreational amenity.

Flowing from this primary purpose, the Recreation Site is intended to achieve the following goals:

1. To allow planning for the proper management of recreation so that the area remains attractive for present and future users;
2. To allow planning for retention of the area's natural qualities and ecological integrity;
3. To be a vehicle for cooperation between recreational user groups, and between recreational users and other stakeholders;
4. To be a framework within which the community and the Recreation Sites and Trails Branch can cooperatively carry out management activities;
5. To be a platform from which to seek funding for management programs and activities.

4.0 PLANNING FRAMEWORK

In order to achieve the Recreation Site's purpose and goals, a number of key matters must be dealt with. They include:

1. Recognition of a legal entity to act as the community organization that will enter into a management agreement with the Recreation Sites and Trails Branch, and then be the lead agency in carrying out the terms of the agreement;
2. Management of recreational use so that it does not overwhelm the natural qualities of the area or degrade environmental values;
3. Public education about the Recreation Site, including education about its history and culture, and its proper and safe use;
4. Liaison with stakeholders;
5. Creating safe parking;
6. Creating and maintaining access for winter use as the forest changes over time;
7. Creating a limited number of high-quality day-use shelters.

5.0 ACTIONS

5.1 Legal Entity

The Friends of the Rossland Range Society (FORRS) will act as the legal entity in partnership with the Recreation Sites and Trails Branch, and will sign the management agreement.

5.2 Governance

The plan expresses a partnership between FORRS and the Recreation Sites and Trails Branch, with each partner having particular capacities that will assist in carrying out the plan.

FORRS will engage the community in carrying out the programs and activities identified in the management plan.

FORRS will further the actions called for in the plan with due diligence, and seek to develop practical time-lines for projects.

FORRS will seek to preserve the culture of cooperative shared use in the Recreation Site, so that minimal formal regulation is required.

Because of the history and purpose of the Recreation Site, FORRS will work to ensure that fees are not imposed for use of the Recreation Site.

The Recreation Sites and Trails Branch will recognize the limitations of volunteer participation in managing the Recreation Site, and allow for prioritization and phasing of activities.

FORRS and the Recreation Sites and Trails Branch will seek the participation of the public in making key decisions about managing the Recreation Site.

5.3 A Rolling Plan

As conditions in the Recreation Site change, the current plan may need to be revised from time to time. FORRS will engage the community and the Recreation Sites and Trails Branch in creating proposed revisions to the plan, and submit the proposed changes for approval by the Recreation Sites and Trails Branch.

5.4 Preservation Of Natural Qualities

FORRS will incorporate information about natural and environmental values into all plans for activities to improve recreational use, and will seek to manage activities to prevent damage to those values.

5.5 Public Education

As an initial step, FORRS will create signage telling the public about the important aspects of the Recreation Site.

When a project such as the creation of new access is undertaken, FORRS will include appropriate signage in the project.

Other public education activities that can be considered as resources permit include:

1. Interpretive signs about natural values, sensitive areas, cultural history, and forestry;
2. Signage requesting appropriate use;
3. Articles;
4. Brochures.

5.6 Stakeholder Liaison

FORRS will maintain a list of significant stakeholders. FORRS will engage stakeholders when planning projects.

ATCO Wood Products has discussed their liaison requirements with FORRS. See the comments by ATCO's Chief Forester, under Section 5.7 - Parking and Access below.

The snowmobile clubs have asked that FORRS bring any issues to them for cooperative resolution.

The local Search and Rescue organizations consider it important to have motorized access to a limited portion of the Recreation Site for a few days in winter, and would like to be kept informed and made part of the Recreation Site liaison network.

FORRS will work with representatives of the local hunting community, as well as the Recreation Sites and Trails Branch, on ways to ensure that hunting can be carried out safely in the Recreation Site.

5.7 Parking And Access

Parking along Highway 3B presents challenges for both recreational users and the highway maintenance contractor:

1. The Ministry of Transportation provides only a very minimal budget to develop and maintain parking. New parking areas, and higher-priority snowploughing of existing areas, are hard to achieve and may require engaging other partners.
2. Informal parking on the shoulders of the highway in winter is hazardous, and needs to be discouraged.

3. There is potential for conflict between stakeholders over parking, e.g. recreational users blocking access by ATCO Wood Products or Big Red Cats.

As an initial step, FORRS will engage the various stakeholders in discussions about the parking challenges in the Recreation Site.

The general principle to be implemented in managing parking is to encourage parking in safe, developed areas, and to facilitate access from those places to the terrain being sought by recreational users. (See the proposed projects below for access trails from parking areas to skiing basins.)

Access projects away from the highway should be coordinated with the other aspects of the Recreation Site, such as shelter locations, parking, and sensitive areas e.g. wetlands, bear denning areas, refuge areas for lynxes, etc.

Access should also be planned in consideration of historic sites such as the site of the 1947 airplane crash in the South Murphy Creek Valley.

Creating better winter access through the forest requires working in active cooperation with ATCO Wood Products, since access projects can adversely affect forestry if not carried out properly.

Below are comments by ATCO's Chief Forester, which should be considered part of the plan:

- Rather than making blanket prescriptions, the Recreation Site access managers should identify each specific access project, figure out what would likely work best for improving access, and consult with ATCO on a case-by-case basis.
- Put everything relevant on a map – location, proposed work, roads, any sensitive areas, etc. Use GPS to help locate the proposed work. The ATCO workers on the ground are good at working with maps, but not so happy with wordy planning documents.
- The Recreation Site access managers should confer with ATCO's silviculture person.
- Identify any roads that are important for recreation – skiing and possibly access to huts. Recognize that this is so ATCO can keep roads open for recreation, but doesn't commit ATCO to staying off a road that is needed for a time to do winter harvesting. There is enough room in the landscape to temporarily relocate ski routes.
- ATCO aggressively closes unneeded roads and returns the site to its original contours. When roads are kept open, ATCO has a legal obligation to maintain them to prevent erosion or damage to watercourses.
- For light ski touring and snowshoeing access through new growth, think in terms of corridors, not wholesale thinning. Where thinning is appropriate in new growth, the ideal final spacing is 2.7 meters between stems, which gives quite a bit of room for a trail, especially with careful limbing of trail-side trees.

- Limbing new growth along trails is generally okay, provided that it doesn't extend too high and compromise the growth of the tree, e.g. a tree 6 meters tall could be limbed up to about 2.5 meters. Rather than taking branches only off the trail side of the tree, remove the complete whorl of branches so the tree stays balanced. Trim close to the trunk; over time that produces a better log, with fewer loose knots.
- Mature stands can be made safer for skiing by removing dead lower limbs, and by dropping dead trees to the ground. Use a "lop and scatter" technique, i.e. cut stems into pieces that are short enough to lie on the ground, so they don't bridge any terrain features that would keep them elevated.
- Old roads being shut in by alder or willow can always be brushed out.

Within the general principles above, and the guidance provided by ATCO, below are some examples of access projects (other than parking) that could be undertaken as resources become available (See map):

- a) Identify the forestry roads that would improve recreation if kept open, and discuss them with ATCO.
- b) Restore light skiing routes from the Nancy Greene Summit parking area through the new growth to Red Dog Cabin, Mosquito hut and surroundings.
- c) Create a winter trail from the Nancy Greene Summit parking area (the entrance to the "Cookie Jar" trail) to near the intersection of the various branches of the Crowe Road.
- d) Create a winter trail from the Murphy Creek Road parking area to the lower Elgood Creek valley to provide an alternative to unsafe parking on the highway.
- e) Create a winter trail from the "Mosquito" plateau to the Cliff Road in the vicinity of View hut.
- f) Create a winter trail from the 7 Summits Trail into the "Spider Valley" to provide an alternative to unsafe parking where "Spider Creek" crosses the highway.
- g) Drop deadfalls and prune dead limbs in the mature forests in the Murphy Creek, Elgood Creek and "Spider Creek" basins, and possibly on the north-west facing slopes of Mt. Crowe.
- h) Brush out old roads, e.g. on "Cutblock Peak."
- i) Space new growth on "Cutblock Peak" to provide safer skiing.
- j) Trim Alders in the old cutblock in lower Lepsoe Basin (above where the 7 Summits Trail crosses the basin), to improve skiing.

(This list is not exhaustive. The access committee or members of the public may propose other projects. The list is also not in any firm order of priority. The Recreation Site access committee can determine what should be done first)

5.8 A New Generation Of High-Quality Day-Use Shelters

(Some of the material below has been noted earlier in this plan. Because of the importance of a good strategy for making the transition to a new generation of shelters, it is repeated for clarity.)

This plan for a transition to a new generation of higher-quality shelters should be seen as an opportunity to build for the future as times change.

5.8.1 HISTORY

The first shelters within the Recreation Site area were built by a small, close-knit group of friends within a relatively local community. They were used as lunch/social destinations for light cross-country ski touring, and were mostly primitive pole-and-tarp shacks.

Over time, a number of changes have occurred :

- New generations have arrived, with new people moving to the local area, including many young people with children, and busier lifestyles.
- Many more people from farther away are accessing the area, a shift from purely local to regional, and even international, recognition.
- There has been a vast increase in use of the Recreation Site area and shelters (close to a ten-fold increase in 10 years).
- New uses have come to the fore, such as backcountry skiing on alpine touring gear, interest in more challenging terrain, backcountry “day adventures” (multiple climbs and downhill runs from a base at the bottom of the steeper terrain), and snowshoeing (a “tidal wave” of new users). Light ski touring is more and more popular. The new equipment allows easier access to more distant parts of the Recreation Site. Many more children are being brought to the area, including very young ones. There are many more inexperienced people as well as many more “hard-core” people looking for steep lines.
- Forestry harvesting has made access easier in many areas. New growth has made access harder in some areas. Use of shelters has changed accordingly.
- There has been a shift from “disposable” pole and tarp shacks to huts with metal or plastic roofs, with better shelter survival and less garbage from defunct tarps and stoves, but with the increased appearance of the shelters being fixed, permanent structures.
- There is now a need for higher-quality shelters that are safer for children and more attractive to the new demographic of users. There is also a need to eliminate proliferation of shelters.

5.8.2 LANDSCAPE

The main spine of the Rossland Range in the Recreation Site is a single north-south oriented ridge with multiple small peaks, parallel to Highway 3B, all accessible as a day

tour (or less) from the highway. None of it is seriously remote. The Old Glory area is a “stretch” for day touring, but is not actually very large.

The terrain is varied and complex, but lends itself to 2 basic kinds of winter recreational uses:

- Alpine touring to the peaks and along the ridges, including multiple-run alpine touring “day adventures.”
- Light touring and snowshoeing, mostly in the more gentle terrain around Nancy Greene Summit.

Most users participate in light touring and snowshoeing; however alpine touring is becoming increasingly popular. Since un-tracked snow is a big alpine touring attraction, and because of the higher risks involved, planning for alpine touring use at lower densities than for light touring is appropriate. Both relaxed recreation and “hard-core” endeavors can have a place in the Recreation Site.

Every summit in the Recreation Site can be accessed with some persistence on light ski gear or snowshoes. Every summit also has at least one aspect with avalanche potential.

The Hanna Creek, South Murphy Creek, Elgood Creek and “Spider Creek” (between the north and east ridges of Mt. Lepsoe) valleys and the slopes above them are four distinct recreational “pods” separated from each other by steep ridge systems. Very few recreational users traverse from one of these drainages to another in a typical day.

The area around Nancy Greene Summit is relatively plateau-like, with many routes for light touring and snowshoeing.

Although the terrain around Nancy Greene Summit is relatively easy, it is at an elevation of around 1600 meters, and winter weather can be severe and changeable. Even experienced local users have been caught out by weather in this area, sometimes within 2 or 3 kilometers of the Summit parking lot.

The slopes of Mt. Crowe within the Rec Site are unique because they are suitable for easy/intermediate alpine touring, but are also safely accessible by those on lighter gear. Virtually all of the slopes on Mt. Crowe within the Rec Site run downhill to easy terrain that leads “home.”

5.8.3 SHELTERS “PHILOSOPHY”

In the Recreation Site, the terrain, and the different styles of use, kinds of gear, and experience levels point to the need for shelters that serve two distinctly different purposes:

- “Social/motivational” shelters: These are the “classic huts” centered around Nancy Green Summit, that give people a positive destination, are places to socialize and

enjoy a warm wood stove, and give security to new users, older people, and families. These shelters are key to bringing out large numbers of the public to exercise and experience the outdoors.

- Alpine touring “day adventure” base shelters: These shelters have a more serious safety function, being located at the foot of terrain that can be hazardous. They function as refuges and re-grouping points e.g. for putting gear such as climbing skins back in order, changing and drying clothing to forestall hypothermia, resting and recuperating. They also could play positive roles in search and rescue operations in the high country.

People on light ski gear or snowshoes do visit the more “day adventure”-oriented shelters in the Murphy Creek, Elgood Creek and “Spider Creek” valleys as well as on Mt. Crowe (the Crowe’s Nest hut), and alpine tourers make occasional use of “social” shelters such as Mosquito, Berry Ridge and Sunspot. The terrain around Mt. Crowe, because it is not broken up by steep ridge systems, particularly invites use of the shelters by both alpine touring skiers and less-aggressive users.

All the shelters under consideration are for day use only.

A shelter for overnight use somewhere in the Recreation Site has been suggested at various times. However, almost the entire Recreation Site is accessible as a day tour from Highway 3B, and the logistical and administrative tasks attached to an overnight shelter are considerable. For these reasons, the current plan does not include any overnight shelters.

5.8.4 ZONES, USES, AND CURRENT SHELTERS

NOTE: The shelters listed in this section, and in the transition strategy below, were chosen for inclusion because they were identified through several processes as the ones that have the highest value to the public. Comments by members of the community at various public workshops were confirmed by development of a matrix of criteria that allowed a ranking system to be created.

For the purpose of planning where shelters should be placed, the terrain and the way the various uses are distributed suggest these zones, with major type of use and current cabins noted (see map):

- Hanna Creek basin: Alpine touring, “day adventure.” *No recognized shelter.* (Active City of Rossland watershed.)
- South Murphy Creek basin: Alpine touring, “day adventure.” *Igloo Hut.* (Active City of Rossland watershed.)
- Elgood Creek basin: Alpine touring, “day adventure.” *Not So Secret Hut.* (Designated but unused City of Rossland watershed.)
- “Spider” Valley basin (between the north and east ridges of Mt. Lepsoe). Alpine touring “day adventure.” *Barking Spider Hut.*

- “Near and easy” Nancy Greene Summit plateau area (both sides of Highway 3B): Light ski touring, snowshoeing (easy and close). *Surprise Hut, Eagle’s Nest Hut, Sunspot Hut, Red Dog Cabin, Rock-n-Roll Hut, Mosquito Hut.*
- Mt. Crowe North Ridge. Light ski touring and snowshoeing (a “stretch” destination for many). *(New) Crowe North Ridge Cabin, Viewpoint hut, Lost hut.*
- Mt. Crowe north-west facing slopes (above Mosquito hut). Alpine touring “day adventure” (relatively easy). *Crowe’s Nest hut.*
- Lepsoe Basin (between the north and north-west ridges of Mt. Lepsoe, including upper north ridge of Mt. Lepsoe). Light ski touring, snowshoeing, occasional alpine touring. *Berry Ridge hut.*

There are other structures within the Recreation Site, but the ones listed above are those which are actively (often heavily) used by the public, and which have “champions” who look after them for the public. Structures that should be treated as historic sites rather than active shelters are listed below. There are also structures that do not meet the criteria for public shelters, or are abandoned. Those structures are not listed in this section or the transition strategy below, and are subject to the general regulations about unauthorized construction on Crown land. (See comments in Section 5.8.8 - Removal of Inappropriate Structures below.)

5.8.5 TRANSITION STRATEGY

The strategy is based on these principles and rules:

- **Terrain:** Where the landscape forms distinct enclaves or “pods” isolated from each other by steep ridges, each “pod” should be considered for a shelter on its own merits. Where the landscape is more open, such as on and below the slopes of Mt. Crowe, and in Lepsoe Basin, consolidation of shelters and multiple purposes for shelters may be practical.
- **A rational official plan:** An important value of a workable shelter plan is to answer concerns that a proliferation of unregulated huts in the Rossland Range sets a poor example. Whatever the final number of shelters in the Rec Site may be, simply having an official plan that is clear about the rules prevents builders of unauthorized structures from using the presence of the Recreation Site shelters as an excuse not to comply with the legislation. If the public is to buy into the plan, the final number of shelters should reasonably address the purposes of the shelters, the constraints imposed by the terrain, and the needs of the public.
- **Transition over time:** There are neither the volunteer resources nor the funding to implement a plan for the shelters on a short time-line. The shelters listed above should be considered as part of a longer-term transition strategy, not subject to immediate removal, but also not guaranteed a permanent place.
- **A transition plan should respect the history of the community’s involvement in the huts, including the commitment and emotional involvement of the hut “champions.”** The shelters listed above do not pose a risk to the Rec Site, its users, or its ecology. Many of them are crude, but they work for now, and they are being looked

after. Simple passage of time could do much to alleviate the community's anxieties about their fate.

- Because of the active public use of existing shelters, an "old" shelter recognized in the plan should not be removed until its replacement under this strategy has been completed, unless the old shelter has fallen into disuse. **Shelters currently recognized as important to the public will be removed if they are no longer being used or maintained.**
- New shelters should be located as appropriate for present uses and forest cover conditions, but constructed so they could be fairly easily dismantled and removed, or moved to another location in the future, possibly with floors, roofs and walls built in modules, assembled using screws instead of nails.
- The size of new shelters should be carefully considered. Experience indicates that it is easy to build too big. However, in some locations, e.g. Mosquito hut, a larger shelter is required.
- New shelters must meet the standards set by the Recreation Sites and Trails Branch. Essentially, the standards require a shelter to have:
 - a) a tightly framed floor supported clear of the ground on a foundation such as rock and mortar pillars;
 - b) rodent-proof construction;
 - c) a durable roof able to bear or shed heavy snow loads;
 - d) an attractive exterior finish;
 - e) a sound, safe stove and chimney;
 - f) a fire extinguisher and first aid kit. [This requirement may have to be subject to practical considerations, with more-distant shelters, and those with more a more serious safety function, taking priority.]

[These standards may be amended.]

These standards do not dictate a single approved style of shelter; shelters can reflect the creativity of their builders.

- New shelters must include appropriate outhouses as part of each project.
- The locations of new replacement/consolidation shelters must be mapped. GPS coordinates must be provided to the Recreation Sites and Trails Branch for both current shelters and new replacement/consolidation shelters as they are built.
- **Structures (new and old) not in the plan: The shelters, both current and future, listed in the transition strategy are the only structures permitted. Any others are subject to removal.**

5.8.6 STEPS IN THE TRANSITION TO THE NEW GENERATION OF SHELTERS

1.1.1.1 Shelters Other Than In Terrain-Limited Pods:

1. Mt. Crowe north ridge:

Goal: Create one shelter of appropriate size and construction in a suitable location on the north ridge of Mt. Crowe as a “stretch destination” shelter for ski touring and snowshoeing.

Remove Lost hut.

[The following is provisional, and will be finalized soon.] *Reduce the other two current structures to one, possibly by dismantling the new structure (“Mt. Crowe North Ridge Cabin”) and using the materials to reconstruct View hut to meet the Recreation Site standards.*

Rationale: Lost hut is poorly built, and because of forest harvesting is now very exposed. It could not be renovated to Recreation Site standards. View hut and the new structure (“Mt. Crowe North Ridge Cabin”) are close to each other, and together represent excessive development in the area.

2. Mt. Crowe northwest slopes and “Mosquito” area of Nancy Green Summit plateau:

Goal: Create one shelter of appropriate size and construction in an appropriate location to serve as both a safety shelter for skiers on the northwest slopes of Mt. Crowe and a destination shelter for skiers and snowshoers traversing the gentler terrain between Mt. Crowe and Nancy Greene Summit (the “Mosquito” plateau).

Build a new shelter near the present “Mosquito” hut, possibly on the slight bench just within the standing forest above the “Mosquito” cutblocks, and remove the Crowe’s Nest Hut and Mosquito Hut.

Rationale: Mosquito Hut is now too accessible from a permanent forestry road, and is taking abuse in the non-winter seasons. It is also exposed, not windproof, and difficult to heat. Supplying firewood has become a problem. It would be difficult to upgrade Mosquito to the required standards. Crowe’s Nest hut is situated at 2020 meters elevation, where the forest grows very slowly. Over the years, cutting firewood for the Crowe’s Nest has had significant impact on the sub-alpine landscape. A safety shelter for Mt. Crowe would probably be more effective if it were placed lower on the mountain.

3. Nancy Greene Summit, “near” south side of Highway 3B:

Goal: Create one shelter of appropriate size and construction to serve as a destination shelter for users with limited capacities, e.g. people new to touring, families, people who require gentle and easily-accessible terrain.

Build a new shelter, possibly halfway between Surprise hut and Eagle’s Nest hut, and remove Surprise and Eagle’s Nest huts.

Rationale: A shelter near the parking lot is needed to provide for use by families and others with limited capabilities. However, Surprise hut is not structurally sound, and would be difficult to bring up to the new standards. Eagle’s Nest hut would also require

significant work to bring it up to standards, and is located in an area attractive to packrats.

4. Nancy Greene Summit plateau, “near” north side of Highway 3B:

Goal: To preserve Rock and Roll hut and Red Dog Cabin as suitable near to mid-range destination shelters suitable for families, and others who seek a shorter touring experience.

Upgrade or replace Rock and Roll hut to meet the new standards. Maintain Red Dog Cabin, and construct a new outhouse.

Rationale: Red Dog Cabin is the only shelter that currently meets the basic Recreation Site standards, and is heavily used. Rock and Roll hut, while it does not meet the Recreation Site standards, has proven to be in a good location for use by families and others wishing an easy day of touring.

5. Lepsoe Basin, lower Mt. Lepsoe north ridge:

Goal: Create one shelter of appropriate size and construction as a destination and safety shelter for people touring on the north ridge of Mt. Lepsoe and in Lepsoe Basin

Build a new shelter between Sunspot hut and Berry Ridge hut. Remove Sunspot and Berry Ridge.

Rationale: Neither Sunspot hut nor Berry Ridge hut can be easily brought up to the new shelter standards. The forest around Berry Ridge hut does not support long-term firewood gathering.

1.1.1.2 “Day Adventure” Base Shelters Within Terrain-Limited Pods:

1. South Murphy Creek Basin:

Goal: Create an appropriate shelter to act as a safety and base shelter for skiers using the steeper terrain in the headwaters of South Murphy Creek, and to provide a “stretch destination” shelter for light touring and snowshoeing.

Upgrade Igloo hut to the Recreation Site standards. Immediately build a high-quality, properly-located outhouse.

Rationale: The slopes in the headwaters of the south fork of Murphy Creek are receiving increasing use for Alpine Touring “day adventure” skiing. Igloo hut has proven to be in a good location to act as a safety and base shelter. The upper Murphy Creek valley is also being increasingly used by light ski tourers and snowshoers, who appreciate Igloo hut as a destination.

2. Elgood Creek basin:

Goal: Create an appropriate safety and base shelter for skiers using the steeper terrain in the headwaters of Elgood Creek.

Construct a new shelter to replace Not So Secret hut, further up the Elgood Creek valley, closer to the actively skied slopes. Remove the current Not So Secret hut.

Rationale: The slopes into the Elgood Creek valley contain much challenging terrain, which is being increasingly skied, with a subsequent increasing need for a safety and base shelter. Not So Secret hut could not easily be modified to meet the Recreation Site standards, and is in a location that makes it impractical as a safety shelter.

3. "Spider Valley" (between the north and east ridges of Mt. Lepsoe):

Goal: Create an appropriate safety and base shelter for skiers using both the "Spider" valley and the steeper slopes above the "Spider" valley.

Reconstruct Barking Spider hut to the new standards.

Rationale: The "Spider" valley and its surrounding slopes include complex terrain presenting numerous challenges. The Barking Spider hut has proven to be in a reasonably good location to work as a safety and base shelter for this terrain.

Note: The mapped locations of proposed replacement/consolidation shelters are approximate. Actual locations will be chosen by the Recreation Site team doing the work, considering all the relevant variables and in consultation with stakeholders.

5.8.7 A PROJECT-ORIENTED APPROACH

The transition strategy (and the plan in general) is structured to be implemented as a series of projects. There are opportunities for individuals or groups to take leadership on a specific project. For instance, the people involved with a current hut may appreciate the challenge of creating a new and better shelter. A mountain club may wish to contribute to the Recreation Site. A local business may wish to do the same thing. Or people new to the community and the Recreation Site may wish to make their own contributions. FORRS will explore these kinds of possibilities.

5.8.8 REMOVAL OF INAPPROPRIATE STRUCTURES

Removal of structures made redundant by new construction under the shelters transition strategy must be carried out as part of each construction project.

FORRS will also remove structures that were considered public huts in the past, but have fallen into disuse, such as Buffalo Jump hut and Tee-pee hut.

Volunteer resources for removal of other defunct "non-public" structures are limited. It may be possible for volunteers to dismantle old structures so that metal parts, e.g. roofs and stoves, can be removed by helicopter in a single "sweep," and to cut up wooden parts so that they lie flat on the ground and will decompose. It may also be possible to find funding, e.g. for youth employment, to remove structures in cooperation with the Recreation Sites and Trails Branch. FORRS will explore the potential for this.

5.8.9 HERITAGE SITES

Cookie Jar Cabin and the forest fire lookout on the summit of Old Glory should be considered heritage/interpretive sites, not part of the plan for public shelters.

The stove in Cookie Jar should be removed, and an interpretive sign placed. The fire lookout should be renovated (under a separate plan), and interpretive signage provided.

Rationale: The Cookie Jar has significant community attachment, and is a memorial to both historic uses in the Rossland Range (prospecting) and to Cookie L'Ecluse. The forest fire lookout is an important hiking destination, with great historic value, but is not safe or maintainable as a winter shelter because of its exposed location.

FORRS will decommission the Cookie Jar hut, with appropriate signage. As a project separate from the Recreation Site plan, FORRS will work with the Recreation Sites and Trails Branch on developing the Old Glory lookout as an interpretive site.

5.8.10 WORKING THE PLAN AND MAINTAINING SHELTERS

FORRS will establish a volunteer program to look after the shelters in the plan. FORRS will also seek funding as needed to carry out projects required by the plan.

5.8.11 PROCESS

- FORRS and the community will implement the shelters transition strategy with appropriate consultation with all stakeholders.
- The shelters transition strategy will not be altered without consulting the community.
- FORRS and the community will implement the plan with due diligence and timeliness, as resources permit.

NOTE:

The map accompanying this plan is part of a work in progress. It will eventually include other layers of information as required to carry out the plan. The present map is designed specifically to help explain the rationale behind the shelters transition strategy.