



Recreation Sites  
and Trails BC

Administrative Use Only:

Agreement # PA24-DSI-007	
South Island and Sunshine Coast District	
FOR-16660-27	

## RECREATION SITES AND TRAILS BC PARTNERSHIP AGREEMENT

**THIS AGREEMENT**, dated for reference this **13<sup>th</sup> day of Sept 2023**, is

**BETWEEN:**

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

Recreation Sites and Trails BC  
2100 Labieux Road, Suite #103  
Nanaimo, British Columbia  
V9T 4V9

**Luke.Clarke@gov.bc.ca**  
(250) 850-1910

**the “Province”**

**AND:**

Regional District of Nanaimo

6300 Hammond Bay Road,  
Nanaimo, British Columbia  
V9T 6N2  
(250) 390-4111

**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 **Sept 13<sup>th</sup> 2023** and ending on **Sept 13<sup>th</sup> , 2033** 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 G, 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 - Recreation Trail
G	Province and Agreement Holder Structures
H	Operating Plan
Appendices	1. Glossary
	2. Partnership Agreement Engagement Summary
	3. Annual Report Considerations
	4. Operating Plan Template
	5. RSTBC Incident Report



	6. Forest Recreation Regulation
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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.

**Luke Clarke**

**District Recreation Officer**

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

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

**Name:**

**Title:**

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_



Recreation Sites  
and Trails BC

## Schedule A Agreement Area

Attachment to the Agreement with the **Regional District of Nanaimo** for Partnership Agreement No. **PA24-DSI-007**.

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

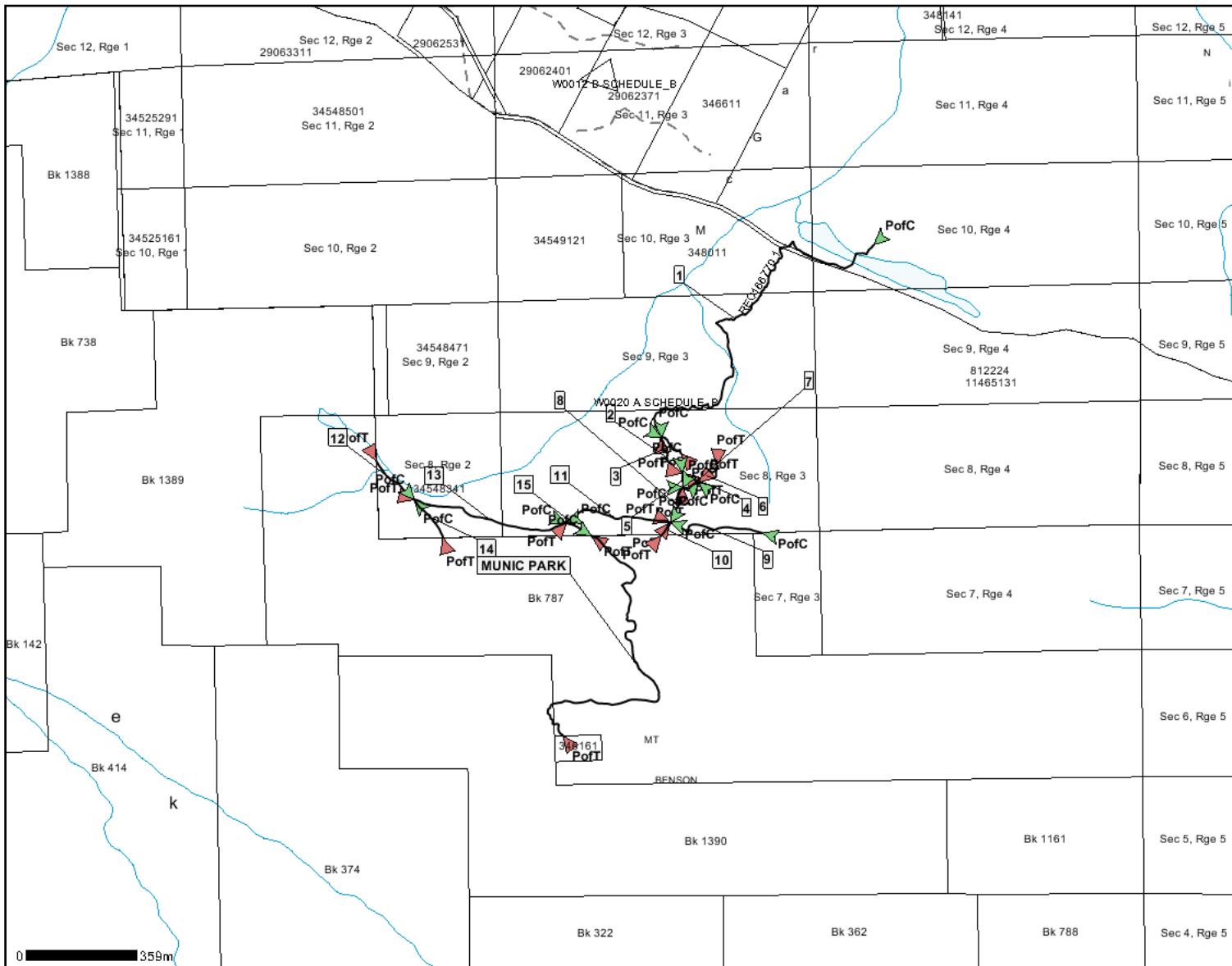
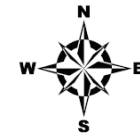
REC205308 Ammonite Falls Trail  
REC166770 Witchcraft Lake Trail/Mount Benson Trail

**Agreement Area Description:**

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

See attached Exhibit A's

<b>MAP OF : REC166770 Amendment # 1 (shown in bold black)</b>			
FOREST REGION : RWC FOREST DISTRICT : DSI	TSA : 38 LAND DISTRICT : South Island Natural Resource District	PULPWOOD AGREEMENT :	MGT UNIT TYPE : MGT UNIT NO :
ESF SUBMISSION ID : 1432071 BCGS MAPSHEET NO : 92F.020	SCALE : 1:20000 at A Size Length (Km): 5.021	UTM : 10 NAD : NAD 83	DRAWN BY : FTA DATE : Jun 16, 2015

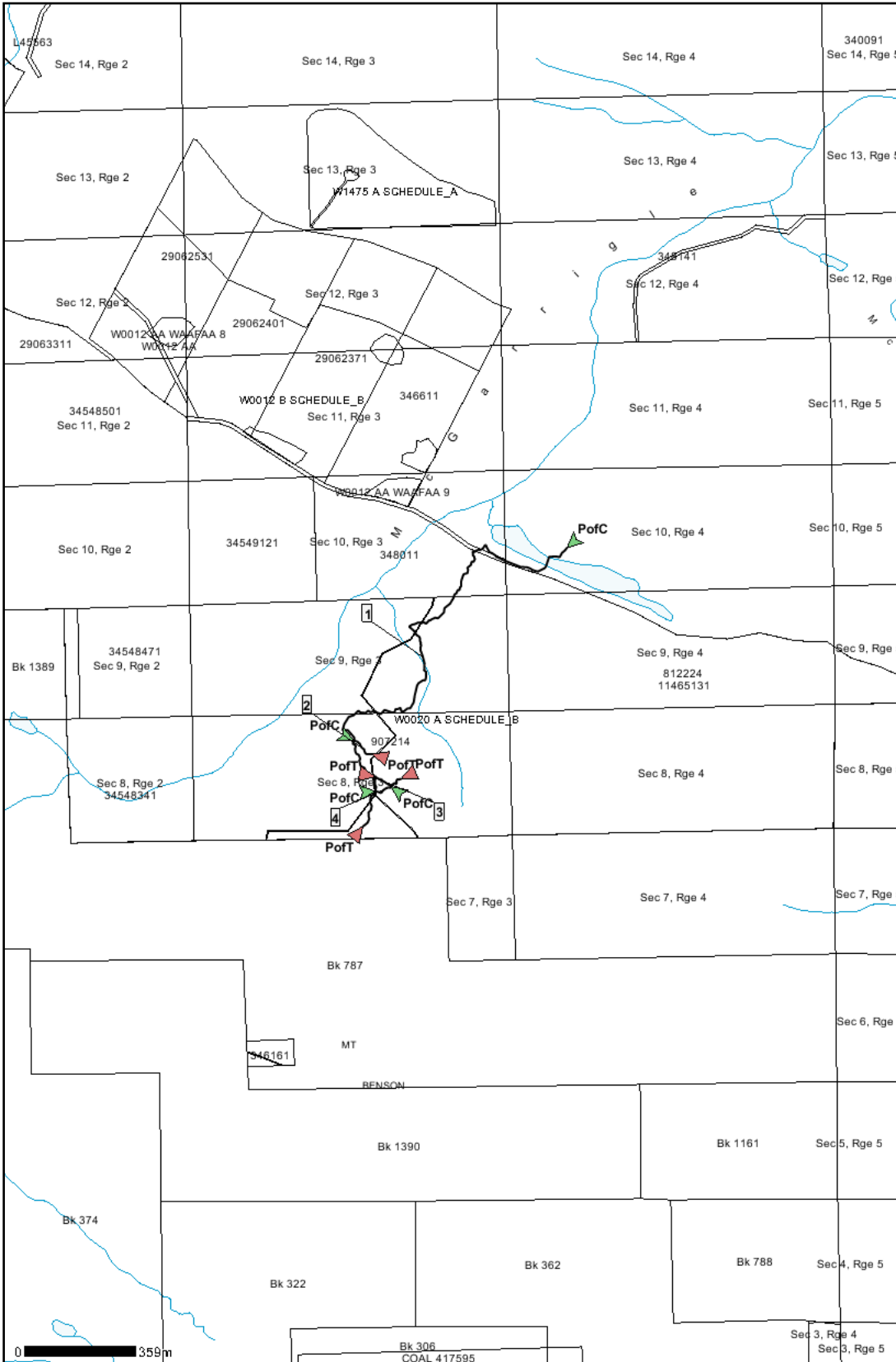


Legend	
	Tenure Application
	Tenure Road Application
	Retired Tenure Road
	P of C
	P of T
	Tenure Feature
	Range
	TFL
	Provincial Forest
	Forest Service Road
	Highway
	Municipal Road
	Non Status Road
	Recreation Trails
	Road Permit
	SUP Road
	Right of Way
	Schedule B CP Road
	Mineral Tenure Points
	Cities
	Waterbodies
	River/Stream
	Coastline / Island

1 (1.417 Km)	PofC UTM10 424289, 5446273
	PofT UTM10 423581, 5445680
2 (0.159 Km)	PofC UTM10 423581, 5445680
	PofT UTM10 423644, 5445563
3 (0.098 Km)	PofC UTM10 423581, 5445681
	PofT UTM10 423642, 5445624
4 (0.062 Km)	PofC UTM10 423695, 5445529
	PofT UTM10 423644, 5445563
5 (0.052 Km)	PofC UTM10 423644, 5445563
	PofT UTM10 423643, 5445515
6 (0.108 Km)	PofC UTM10 423695, 5445529
	PofT UTM10 423755, 5445583
7 (0.061 Km)	PofC UTM10 423643, 5445515
	PofT UTM10 423695, 5445529
8 (0.137 Km)	PofC UTM10 423643, 5445515
	PofT UTM10 423597, 5445404

MAP OF : REC166770 (shown in bold black)			
FOREST REGION : RCO FOREST DISTRICT : DSI	TSA : 38 LAND DISTRICT : South Island Forest District	PULPWOOD AGREEMENT :	MGT UNIT TYPE : MGT UNIT NO :
ESF SUBMISSION ID : 1041398 BCGS MAPSHEET NO : 92F.020	SCALE : 1:20000 at A Size Length (Km) : 2.059	UTM : 10 NAD : NAD 83	DRAWN BY : FTA DATE : Jan 18, 2012



Legend	
	Tenure Application
	Tenure Road Application
	Retired 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 B CP Road
	Mineral Tenure Points
	Cities
	Waterbodies
	River/Stream
	Coastline / Island

1 (1.789 Km)
PofC UTM10 424289, 5446273
PofT UTM10 423598, 5445405
2 (0.085 Km)
PofC UTM10 423581, 5445681
PofT UTM10 423637, 5445636
3 (0.062 Km)
PofC UTM10 423695, 5445529
PofT UTM10 423644, 5445563
4 (0.123 Km)
PofC UTM10 423643, 5445515
PofT UTM10 423727, 5445553

Map of: **REC205308 Trails**

Recreation Sites and Trails BC **Ammonite Falls Trail**



Recreation Sites and Trails BC

**Exhibit 'A'**

Date: 2014-11-13



Recreation Region: **Coast**  
Forest District: **DSI**  
U.T.M. **422303 E 5448095 N**

Establishment Order  
Date **0-0-0**

Province of British Columbia

Trails

Zone **10**  
NAD **83**

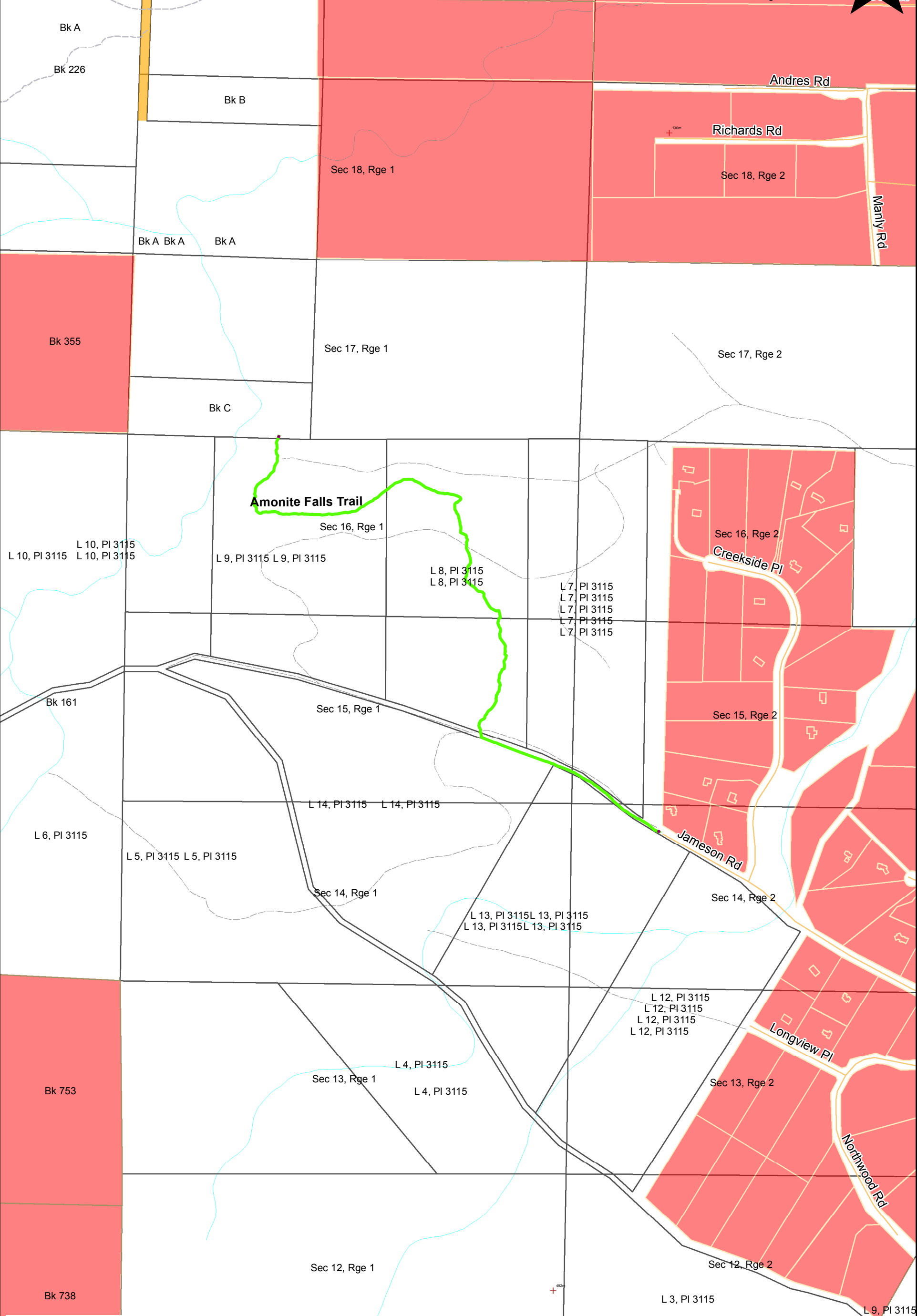
Drawn by: [www.sitesandtrailsbc.ca](http://www.sitesandtrailsbc.ca)  
Km **1.7770**  
R/W Width **10**  
Area

Sec 20, Rge 2

Sec 19, Rge 2

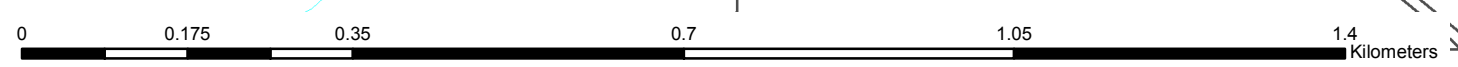
N

Rd



[www.sitesandtrailsbc.ca](http://www.sitesandtrailsbc.ca)

Private Land (Surface)



Bk 1388

Sec 11, Rge 1

Sec 11, Rge 2

124°40'W



## Schedule B Services & Special Provisions

Attachment to the Agreement with the **Regional District of Nanaimo** for Partnership Agreement No. **PA24-DSI-007**.

### 1. Purpose & Operating Season

This Agreement is issued to the Agreement Holder for the management of and maintenance of a recreation trail system.

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: Bryan Legg  
Address: 6300 Hammond Bay Road,  
Nanaimo Telephone: 250-248-4744  
Email: [BLegg@rdn.bc.ca](mailto:BLegg@rdn.bc.ca)

### 3. Province Designated Representative(s):

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

Name: Luke Clarke  
Title: District Recreation Officer  
Address: 2100 Labieux Road, Suite #103, Nanaimo  
Telephone: 250-850-1910  
Email: [Luke.Clarke@gov.bc.ca](mailto:Luke.Clarke@gov.bc.ca)

### 4. Services

In accordance with this Agreement, and as more specifically set out in schedules attached to this Agreement, the following list of Services are examples that may be performed by the Agreement Holder within 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.

#### **Ecological restoration, research and conservation projects**

- Use hand tools to remove invasive plants and conduct restoration projects.
- Observe, measure and record ecological information.
- Use hand tools to plant trees and shrubs in approved locations.

- Use of power tools for approved construction related to research/monitoring (e.g. install fencing, build observation platform);
- Collect and remove garbage by hand.

### **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.
- Groom trails and set tracks;
- 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**

- Deliver educational workshops and seminars, which may include guided walks or interpretive tours.
- 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.
- Record photographs and/or videos
- Park and recreation facility Condition Reporting

## **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 [https://gww.nrs.gov.bc.ca/flnrord/files/flnrord/media/safety/guideline\\_hand\\_fallin\\_g\\_activities.pdf](https://gww.nrs.gov.bc.ca/flnrord/files/flnrord/media/safety/guideline_hand_fallin_g_activities.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 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 the **Regional District of Nanaimo** for Partnership Agreement No. **PA24-DSI-007**.

- 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 the **Regional District of Nanaimo** for Partnership Agreement No. **PA24-DSI-007**.

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

### **1. Partnership Engagement Agreement Summary**

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

### **2. Annual Report**

By **December 1st, of each year**, the Agreement Holder must submit to the Province an electronic report summarizing the Services completed during the previous year.

### **3. Annual Operating Plan**

By **February 15th, of each year**, the Agreement Holder must submit to the Province an Annual Operating Plan.



# Schedule F

## Operational Standards

### Recreation Trail

Attachment to the Agreement with **Regional District of Nanaimo** for Partnership Agreement No. **PA24-240-007**.

## 1. TRAIL MAINTENANCE

### 1.1 Maintenance Priorities

- Safety considerations should *always* be the first priority. Unsafe conditions should be corrected or normal use restricted.
- Environmental and trail damage should be corrected and actions taken to prevent further damage.
- User convenience should be considered.
- Continuous maintenance and repair to the trails and infrastructure to protect provincial investments.

### 1.2. Preseason Trail Maintenance

Maintenance and repair of trail and it's ancillary facilities should be scheduled prior to the operational season of use, when it's least disruptive to trail users. Only use ministry approved paint/stain colours. On a priority basis the following should occur:

- **Trail signs**
  - check all km markers, signs and cairns to ensure they are in place, visible and in good repair
  - additional signs should be installed as needed
  - conduct minor repairs and paint/stain all trail signs and posts as required.
- **Kiosks**
  - inspect kiosk structure to ensure it's secure and solidly installed
  - conduct minor repairs and maintenance
  - remove cobwebs/dirt
  - replace damaged signage
  - remove all unauthorized signage
  - paint/stain as needed.
- **Trail tread**
  - drain/harden mud holes and boggy areas
  - complete washout and/or slump repair
  - grub rocks, roots, stumps as necessary

- undertake surface repair as required; remove loose rocks, replenish surface material
  - repair turnpike sections; close unwanted trails/shortcuts and restore vegetation.
- **Deadfall**
    - cut out windfall/deadfall on the trail
    - remove wood a minimum of 0.5 metre from the tread centre dispose downhill when possible.
- **Brush/Vegetation**
    - remove all juvenile trees and woody brush for 0.5 metre on either side of tread centre within 3 centimetres of ground level
    - scatter the cut material out of sight of the trail
    - remove vegetation for viewpoint maintenance
    - inspect for hazard trees and report to Recreation Officer when known.
- **Erosion control**
    - clean-out and repair: existing water bars, culverts and ditches as necessary
    - drain water away from the trail to prevent erosion.
- **Route marking**
    - mark obscure routes with flagging or delineating tags as required.
- **Litter cleanup**
    - remove litter and garbage at the trailhead, along the trail and parking area(s), dispose of in an approved landfill site.
- **Limbing**
    - remove tree limbs to allow 2.5 metres of overhead clearance and 1.0 to 1.5 metre trail width
    - scatter cut limbs a minimum of 1 metre from the trail edge, out of sight where possible
    - cuts limbs clean to avoid scarring main trunk of the tree.
- **Parking area(s)**
    - remove all encroaching vegetation and overhanging limbs
    - brush back shrubs that conceal trailhead signs and kiosks
    - undertake surface repair as required; remove loose rocks, replenish surface material.
- **Outhouse**
    - inspect all parts of the outhouse structure; walls, floor, roofing material, installation of door hinges or latches, door adjustments, steps and toilet seat and stem
    - conduct repairs, secure loose component parts and part replacement

- remove cobwebs, dust, dirt, etc., from all surfaces
  - clean and sanitize seats and stems, wipe both components dry to avoid spotting
  - clear away overgrown vegetation around the outhouse and clear a path to the structure
  - stock with toilet paper
  - paint/stain as needed.
- **Informational and Interpretive Signs**
    - check signs to ensure they are in place, visible, in good repair and up-to-date as required
    - remove all unauthorized signs.
- **Trail Infrastructure**
    - Ensure all bridges, boardwalks, paths, steps, stairs and handrails are safe and in a fully functional condition
    - repair or replace material as required, including cribbing, retaining walls and barriers.

### **1.3 Routine Trail Maintenance:**

Trail and ancillary facilities should be inspected and monitored throughout the operational season for possible repairs and maintenance.

## **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 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.



## **Schedule G**

### **Provincial and Agreement Holder Structures**

#### **List of Structures owned by the Province:**

All structures present in the Agreement Area are the property of the Province of British Columbia. Structures owned by the Province include but are not limited to:

- Signage and trail markers
- Information kiosks
- Outhouses

#### **List of Structures owned by the Agreement Holder:**

All structures present in the agreement are the property of the Province of British Columbia. The Agreement Holder makes not claim of ownership regarding any structures present.





## Schedule H Operating Plan

Attachment to the Agreement with the **Regional District of Nanaimo** for Partnership Agreement No. **PA24-DSI-007**

### 1. Operating Plan

- a) Not later than **February 15<sup>th</sup> of each year**, the Agreement Holder must submit to the Province, for its written approval, an Operating Plan for the upcoming Operating Season. Refer to example 'Recreation Site/Trail Annual Operating Plan' in Appendix 4. The Operating Plan 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.

**NOTE:** The construction of any new trails, or other structures must have written authorization from the Province and adhere to established Provincial principals, standards and approved designs. Refer to Chapter 9 and Chapter 10 of the 'British Columbia Ministry of Forests Recreation Manual' and Provincial Infrastructure designs and Drawings found online at the Recreation Sites and Trails BC website.



## Appendix 1 Glossary

**“Agreement Area”** means the area as shown by the Exhibit A map in Schedule A.

**“Agreement Holder”** means a legal entity authorized by the Province to collect fees and maintain structures and services within an Agreement Area.

**“Annual Report”** means a plan prepared by the Agreement Holder as defined in Schedule E.

**“Campground (Site) Host”** means an individual that supplements and enhances recreation site users’ experiences by greeting and providing information to facility users. The Campground Host is not responsible for supervision of facilities, user fee collection, or facility maintenance.

**“Campsite”** means that area within the developed portion of a recreation site designed to accommodate a person or party that wishes to camp.

**“Commercial Operator”** means locally recognized business entities using the Agreement Area for commercial purposes. The businesses are noted as those legal business entities, tenured by and in good standing with the Province of BC, with all or part of their operating area overlapping all or part of the recreation sites and trails described in this Agreement. The businesses are noted as: N/A

**“Controlled Ski Area”** means the area of land measured N/A metres parallel to and perpendicularly distant from the centre line of the Recreation Trails comprising the outside perimeter of the Recreation Trails shown by bold line on Schedule A.

**“Corporate Sponsor”** means a non-operational business entity, which contributes, financially to the Club or the Society.

**“Cross Country Ski Trails”** means those areas identified as existing trails with the Agreement Area in Schedule A – if applicable. N/A

**“Day Use Facility”** means any structure that is designed to provide day use facilities for recreation users.

**“Day Use Facility – Ski Trails”** means any building that is, or will be constructed in the Controlled Ski Area that is designed to provide day use facilities for skiers and includes cafeteria/restaurant facilities, brown bag facilities, sanitation facilities and holding facilities for injured skiers. N/A

**“Designated Provincial Contact”** means the contact person designated by the Province (Recreation Sites and Trails BC) dealing with this Agreement.

**“Developed Portion”** when referring to a recreation site, recreation trail or interpretative site, means that portion of the site or trail that is composed of any structure that is ancillary to a day-use area, camping area, trail staging area or other similar area; or a buffer zone consisting of an area that extends out 100 metres in all directions from the structure, except where limited by the boundary of the recreation site, interpretative site or recreation trail.

**“Discounts for Persons with a Disability”** means at managed recreation sites where camping fees are charged, persons with disabilities will be provided with the opportunity to camp at a reduced rate (50

percent off the normal fee). The individual must be designated as a [Person With Disabilities](#) under the BC Employment and Assistance Program (administered by the Ministry of Housing and Social Development), or have a child who is eligible for the [At Home Program](#) (administered by the Ministry of Children and Family Development) to qualify for the reduced rate. Upon arrival at a managed recreation site where camping fees are charged, the individual must show one piece of identification (e.g., driver's license) and one of the following to the Recreation Site Operator:

- a release of information form issued by the [Ministry of Housing and Social Development](#). This form may be obtained by contacting your local Employment and Assistance Centre.

OR

- a letter of eligibility issued by the [Ministry of Children and Family Development](#) stating that his/her child is eligible for the At Home Program.

**“District Recreation Officer (DRO)”** means an official designated as a District Recreation Officer for the purpose of the *Forest Recreation Regulation*; for the purpose of Recreation Sites and Trails BC with the Ministry of Forests, Lands and Natural Resource Operations.

**“Financial Year”** means the financial year of the Agreement Holder during the currency of this Agreement.

**“Firewood”** (if provided) should be of assorted diameters, reasonably sound, a mix of 50 percent dry and 50 percent green, approximately 35 cm long, and split to arm-load dimensions. Firewood should not be obtained from Crown land.

**“Forest Recreation Regulation”** means the current consolidated law under the Forest and Range Practices Act in which the Recreation Sites and Trails BC program is governed.

**“Government Agencies”** means all ministries and agencies of the Province having jurisdiction over the facility contemplated by this Agreement or charged by a statute of the Province with the construction of improvements which ministries and agencies include the comptroller of water rights, as defined in the *Water Act*, the Environmental Appeal Board established under the *Environment Management Act*, and the ministries of the Province having responsibility for lands, forests and the environment.

**“Gross Revenue”** means all the receipts or receivables of Agreement Holder or any other party for the right to use the Controlled Ski Area and includes subsequent recoveries of receivables previously written off (which are to be included in the Financial Year in which they are recovered), excluding uncollectable receivables written off by Agreement Holder in accordance with generally accepted accounting principles.

**“Interest”** means the rights of Agreement Holder under this Agreement and the business and operations of Agreement Holder in connection with this Agreement.

**“Maintenance Facility”** means any facility constructed and maintained in the Agreement Area for the purpose of housing, storing, or maintaining equipment.

**“Operating Plan”** means a plan prepared by the Agreement Holder as defined in Schedule E.

**“Operating Season”** means the period(s) of time set annually by the District Recreation Officer covering site activation, deactivation, routine service/ minor repairs, and structure renovations, fabrication, and installation activities.

**“Party”** means a group made up of not more than six persons; or parent(s) and their unmarried children under the age of 19; or guardians and their unmarried wards under the age of 19 that arrive in not more than one motor vehicle, other than a motorcycle, unless the additional motor vehicle is a commuter vehicle or towed.

**“Parking Area”** means the vehicular parking lot(s) in the Agreement Area, if applicable.

**“Recreation Site”** means a recreation site or interpretive forest site established under Section 56 of the *Forest and Range Practices Act*.

**“Recreation Site or Trail Operator”** means a person or class of persons authorized in writing under Section 22(6) of the *Forest Recreation Regulation* to act as a Recreation Site or Trail Operator. This designation allows for the collection of fees on those sites/trails that have been designated as fee-for-service sites/trails. This individual supplements and enhances recreation site users’ experiences by greeting and providing information to facility users. The Recreation Site or Trail Operator is also responsible for supervision of facilities and facility maintenance.

**“Recreation Trail”** means a recreation trail established under Section 6 (56) of the *Forest and Range Practices Act*.

**“Regional Manager”** means an official designated as a Regional Manager for the purpose of the *Forest Recreation Regulation*; for the purpose of Recreation Sites and Trails BC with the Ministry of Forests, Lands and Natural Resource Operations.

**“Routine Service”** means routine service activities required to maintain recreation sites, trails and structures in a useable, safe, sanitary, and environmentally sound condition.

**“RSTBC”** means the provincial staff of the Recreation Sites and Trails BC program with the Ministry of Forests, Lands and Natural Resource Operations.

**“Ski Patrol”** means a trained ski patrol to serve the skiing public that is equipped with safety gear and has Level 1 training with Transportation Endorsement. N/A

**“Ski Season”** means the period commencing on November 1 in any one year and continuing to and including April 15 in the following year except as may be otherwise agreed to in writing by the parties. N/A

**“Snowmobile Patrol”** means a trained snowmobile patrol to serve the snowmobiling public that is equipped with safety gear. N/A

**“Snowmobile Trails”** means those areas identified as existing trails within the Agreement Area as set out in Schedule A. N/A

**“Special Event”** means group activities or events of an exclusive nature that need to receive authorization from Recreation Sites and Trails BC. A Special Event on a recreation site or trail requires authorization from the Province prior to the event; these events also require proof of insurance. If the planned activity is likely to have an impact on other public recreation users, biological and recreation resources, or site or trail structures, then it may be prohibited or approved with specific conditions. Examples of a Special Event may include (but are not limited to): orienteering competitions; fishing derbies; cross-country running.

**“Staging Area”** means the area where the trailhead starts, (and may include structures such as toilets, shelters and chalets) – if applicable.

**“Structure”** means any improvement of a long-term or permanent nature and includes any road, parking space, launching ramp, campsite, cabin, trail tread, bridge, litter barrel shelter, corral, picnic table, and sign, outhouse, or fire pit.

**“Technical Trail Features”** means an obstacle on the trail requiring negotiation; the feature can be either man-made or natural, such as an elevated bridge or a rock face respectively. N/A

**“User-fee”** means the reasonable amount of money the Recreation Site or Trail Operator, Club, or Society are authorized to collect in order to recover the costs associated with operating and maintaining the Agreement Area.

**"User"** means a person visiting a Recreation Site or Trail.



## **Annual Report**

The Agreement Holder will submit to the Province an electronic report summarizing the Services completed during the year. The report information should include:

- a) a summary of general maintenance operations and frequency of services provided (including septic services), highlights and accomplishments, what worked and what didn't;
- b) an indication of: site capacity versus public demand; site use and general trends; estimated number of site users; and level of compliance and enforcement support provided;
- c) concerns and recommendations including: safety concerns or incidents and actions taken; issues or concerns observed or raised directly by the public; and works proposed or required for the following year;
- d) additional works completed/services provided using net revenue generated from the previous operating season (if none, report none);
- e) the amount of funding and/or in-kind contributions spent performing services under this Agreement (in addition to any net revenues and/or funding the Province may have contributed);
- f) an updated list of standard and non-standard facilities at each site, and the general condition of the infrastructure at year-end (the List of Structures identified in Schedule G should be updated as required); and
- g) completed site inspection form(s).

## Partnership Agreement Engagement Summary

Name of Agreement Holder \_\_\_\_\_ Agreement number \_\_\_\_ PA \_\_\_\_\_ - \_\_\_\_\_

Date Form Completed \_\_\_\_\_ For 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 as accurately as possible based on the records you create and retain for your volunteers.

Services are only those Services set out in the Partnership Agreement during the calendar year, and not any of your other activities.

Total number of individuals who performed Services during the calendar year under age 85 and not employees* of your organization.	Total number of hours of Services performed by all the individuals including employees* and individuals over age 85.

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 an authorized representative of the Agreement Holder \_\_\_\_\_ Print Name \_\_\_\_\_

\*an employee of your organization is an individual who receives remuneration for providing services set out in the Partnership Agreement and is a Worker as defined by the Workers Compensation Act and would be eligible for compensation benefits from Worksafe BC and therefore ineligible for Accidental Death and Dismemberment coverage provided under the terms of the Agreement.

# Recreation Site/Trail Annual Operating Plan

Form Submitted By:

Date:

Contact Info:

This plan covers the time period from \_\_\_\_\_ to \_\_\_\_\_.

This operating plan covers the following Recreation Sites/Trails:


**Proposed Operating Season:**

From:

To:

**Maintenance Schedule:** *(frequency of routine maintenance)*

Recreation Site/Trail		

**Projected Expenses:** *(expectations of expenses that will be incurred to operate the site/trail)*

Expense Type	Cost
Supervision & Fee Collection (wages)	
Vehicle Expenses/Fuel	
Maintenance Supplies (janitorial, cleaners, paint, etc)	
Tools & Equipment	
Administration/Advertising/Insurance	



Other Expenses:	
Other Expenses:	
Other Expenses:	
<b>Total</b>	

**Projected Revenue:** *(estimation of revenues collected throughout the operating season)*

<b>Revenue Type</b>	<b>Gross Income</b>
Camping Permits	
Firewood	
Parking Fees	
Grants	
Other Revenue	
<b>Total</b>	

**Safety Discussion:** *(hazard abatement, site closures, emergency management plans, etc.)*

- If a danger trees requires removal the **District Recreation Officer (DRO)** of the **Ministry of Environment and Climate Change Strategy** will be called.
- If firearms are used (rifle, shotgun, handgun, cross bows or very, rowdy threatening behaviour occurs, the **RCMP** will be called, as well as, the **Ministry of Forests, Lands, and Natural Resource Operations compliance and enforcement staff**.
- For any nuisance wildlife the local **Conservation Officer Service** will be called and the **District Recreation Officer (DRO)** of the **Ministry of Environment and Climate Change Strategy** notified.

**Proposed Works:** (*what the operator wants to do this season without RSTBC support*)

**Required Support from RSTBC:** (*suggestions for RSTBC support/improvements to the site/trail*)

\_\_\_\_\_  
**APPROVED** by:

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**Recreation Officer**  
**South Island District**

**Note: Submit to DRO via email as a word attachment not a PDF**

### 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:

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Photographs: (indicate whether photographs were taken; attach to report if possible or send as separate attachments)

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Report completed by:

_____	_____
name (please print)	date completed
_____	
signature	

Follow-up Action Taken: (include dates)

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Additional Follow-up Required:

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Action Complete / File Closed:

_____	_____
District Recreation Officer	date signed



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**IMPORTANT INFORMATION**

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B.C. Reg. 16/2004

Deposited January 23, 2004

o.c. 19/2004

effective January 31, 2004

***Forest and Range Practices Act***  
**FOREST RECREATION REGULATION**

[Includes amendments up to B.C. Reg. 206/2006, July 13, 2006]

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23 Order to vacate

24 Offence

**Part 1 - Definitions****Definitions****1** (1) In this regulation:

**"Act"** means the *Forest and Range Practices Act*;

**"camp"** means to occupy a campsite by setting up a tent or parking a motor vehicle to remain overnight;

**"campsite"** means that area within the developed portion of a recreation site designed to accommodate a person or party that wishes to camp;

**"commuter motor vehicle"** means a motor vehicle that is used for travelling back and forth from the campsite and that is not used for camping;

**"developed portion"** , when referring to a recreation site, recreation trail or interpretive forest site, means that portion of the site or trail that is composed of

(a) any structure that is ancillary to a day use area, camping area, trail staging area or other similar area, and

(b) a buffer zone consisting of an area that extends out 100 m in all directions from the structure, except where limited by the boundary of the recreation site, interpretive forest site or recreation trail;

**"motor vehicle"** means any land vehicle intended to be self-propelled, that is designed primarily for travel on surfaces other than rails, and includes any trailer or equipment designed to be attached to the vehicle;

**"natural resource"** means land, water and atmosphere, their mineral, vegetable and other components and includes the flora and fauna on and in them;

**"newspaper"** means a newspaper circulating in the area to which an order applies, or if no newspaper circulates in the area, then a

newspaper that circulates nearest to the area and includes a newspaper that is free and that does not have subscribers;

**"party"** means individuals who

- (a) together, form a group of
  - (i) not more than six persons, or
  - (ii) parents and their unmarried children under the age of 19, or guardians and their unmarried wards under the age of 19, and
- (b) arrive at a recreation site
  - (i) in not more than one motor vehicle, other than motorcycle, unless the additional motor vehicle is a commuter vehicle or is towed,
  - (ii) on foot, by bicycle, motorcycle or watercraft, or
  - (iii) by a combination of the means in subparagraphs (i) and (ii);

**"recreation officer"** means an official designated for the purpose of this regulation;

**"regional manager"** means an official designated as a regional manager for the purpose of this regulation;

**"recreation site or trail operator"** means a person or class of persons authorized in writing under section 22 (6) to act as a recreation or trail operator;

**"structure"** means any improvement of a long-term or permanent nature and includes any road, parking space, launching ramp, campsite, cabin, trail tread, bridge, litter barrel shelter, corral, picnic table, sign, outhouse or fire pit.

(2) For the purposes of section 59 of the Act, the permit referred to in that section includes a proof of payment referred to in section 22 (8) (c).

[am. B.C. Reg. 206/2006, s. 1.)

## **Part 2 - Public Recreation Orders on Crown Land**

### **Public notice of recreation order**

- 2** (1) Before establishing, amending or cancelling an order that restricts, prohibits or attaches a condition to a recreation use on Crown land under

section 58 (1) (b) of the Act, the minister must publish in a newspaper a notice stating the following:

- (a) that an order is proposed to be established, amended or cancelled under section 58 (1) (b) of the Act;
- (b) the restriction, prohibition or condition;
- (c) the area to which the order applies;
- (d) the date on which the order takes effect;
- (e) the period during which the order is to remain in effect;
- (f) the period during which, and the address to which, comments may be sent.

(2) When an order is established, amended or cancelled under subsection (1), for the purposes of section 58 (3) of the Act, the minister must publish in a newspaper and post in the area to which the order applies a notice stating the following:

- (a) that an order has been established, amended or cancelled under section 58 (1) (b) of the Act;
- (b) the condition, restriction or prohibition contained in the notice;
- (c) the area to which the order applies;
- (d) the period during which the order remains in effect.

(3) Despite subsection (2), if the minister is of the opinion that the establishment, variance or cancellation of the order does not significantly affect the public, the minister does not have to publish a notice in the newspaper.

## **Part 3 - Unauthorized Trail or Recreation Facility Construction**

### **Authorization under section 57 of the Act not required**

- 3** (1) For the purposes of section 57 of the Act, the construction, rehabilitation or maintenance of a trail or recreation facility does not include
- (a) marking a route with ribbons, cairns or other directional indicators, or
  - (b) minor clearing of brush, downed trees or repairs to a trail or recreation facility.



(2) Despite section 57 of the Act, a person may construct, rehabilitate or maintain a trail without the authorization of the minister if doing so is the only reasonable means of minimizing a risk to personal safety.

#### **How to obtain authorization under section 57 of the Act**

- 4 (1) For the purposes of section 57 (1) of the Act, a person who is required to obtain the authorization of the minister before constructing, rehabilitating or maintaining a trail or recreation facility on Crown land must deliver a proposal regarding the matter to the minister.
- (2) A proposal must contain
- (a) the name and address of the person making the proposal,
  - (b) the description of the proposal, including the purpose, location and date of the proposed work, and
  - (c) the action requested of the minister.
- (3) A person submitting a proposal must satisfy the minister that the proposal will not cause one or more of the following:
- (a) significant risk to public safety;
  - (b) unacceptable damage to the environment;
  - (c) unacceptable conflicts with other resource values or users.
- (4) The minister must notify the person named in the proposal of the minister's determination to grant, or to refuse to grant, the authorization that is the subject matter of the proposal.

#### **Right of review**

- 5 (1) A person who is not granted an authorization referred to in section 4 (4) may have the refusal reviewed by the minister or by a person designated in writing by the minister as authorized to conduct the review.
- (2) Sections 78, 80 and 82 of the Act apply to the review under subsection (1) of this section as if the review was requested under section 80 of the Act.

[am. B.C. Reg. 206/2006, s. 2.]

### **Part 4 - Use of Recreation Sites, Recreation Trails and Interpretive Forest Sites**

## Operation of vehicles and equipment

- 6 (1) A person must not operate a motor vehicle or a bicycle on a recreation site, recreation trail or interpretive forest site in a manner that is likely to do any of the following:
- (a) cause damage to a structure or natural resource;
  - (b) endanger, injure or damage people or property;
  - (c) harass, injure or kill wildlife or any other kind of animal.
- (2) A person must not operate a motor vehicle on the developed portion of a recreation site or interpretive forest site at a speed exceeding 20 km/hr.
- (3) A person must not park a motor vehicle on a recreation trail, or on the developed portion of either a recreation site or an interpretive forest site, in a manner that impedes traffic or inhibits a person from using the site or trail.
- (4) If a motor vehicle has been parked on a recreation trail or on the developed portion of either a recreation site or an interpretive forest site contrary to subsection (3), an official, a recreation officer or a peace officer may impound the vehicle.
- (5) Any costs incurred due to the removal of a motor vehicle under subsection (4) are a debt owed by the owner of the vehicle to the person who impounded the vehicle, payable before release of the vehicle.
- (6) The person who impounds a vehicle under subsection (4) must exercise reasonable care to avoid damage to the vehicle, but neither the person nor the government is liable to the owner for any damage to the vehicle that arises, directly or indirectly, from that impoundment.

[am. B,C, Regs. 354/2004, Sch. A, s. 1; 206/2006, s. 3.)

## Safety helmet

- 7 (1) A person must properly wear
- (a) a bicycle safety helmet, or
  - (b) a motorcycle safety helmet
- while operating, or riding as a passenger on, a bicycle or motorcycle in a recreation site or interpretive forest site or on a recreation trail.
- (2) The provisions of the *Motor Vehicle Act* and the regulations made under that Act, with respect to bicycle safety helmets and motorcycle safety helmets, apply for the purposes of subsection (1).

### Discharge of holding tanks

- 8 A person who owns, or is responsible for, a motor vehicle that has a holding tank must ensure that the contents of the holding tank are not deposited or discharged at a recreation site, recreation trail or interpretive forest site, unless authorized by a recreation officer.

[am. B.C. Regs, 354/2004, Sch. A, s. 2; 206/2006, s. 4.]

### Disposal of refuse

- 9 A person must not deposit or otherwise dispose of any kind of refuse at a recreation site, recreation trail or interpretive forest site, except refuse that the person has accumulated while using the site or trail, and then only if the refuse is deposited in a container provided for that purpose.

### Disposal of game residue

- 10 Despite section 9, a person must not dispose of game offal, entrails, hides or bones within the developed portion of either a recreation site or an interpretive forest site.

### Traps and firearms

- 11 (1) In this section, "**firearm**" means a rifle, shotgun, handgun, spring gun or any device that propels a projectile by means of an explosion, a spring or compressed gas.
- (2) Unless authorized by a recreation officer, a person must not set a trap, discharge a firearm or shoot a bow or crossbow
- (a) on or into the developed portion of a recreation site or interpretive forest site, or
  - (b) on or into any portion of a recreation trail, if a prohibition against doing so has been posted at the trail.
- (3) The authorization granted under subsection (2) may specify conditions including the type of devices, time and area, supervision and purpose.
- (4) The regional manager must make available in district and regional offices a list of trails within the region that are subject to the prohibition under subsection (2) (b), describing the nature of the prohibitions.

[am. B.C. Regs, 354/2004, Sch. A, s. 2; 206/2006, s. 5.]

## Pets

- 12** (1) A person who owns, or is responsible for, a pet must ensure that the pet does not, while on a recreation site, recreation trail or interpretive forest site
- (a) present a threat to a person's property or to the life or safety of any person or animal, or
  - (b) cause an unnecessary disturbance to other persons or animals.
- (2) An official, a recreation officer or a peace officer who determines that a person has contravened subsection (1) may require the person
- (a) to keep the pet under physical restraint, or
  - (b) to remove the pet from the recreation site, recreation trail or interpretive forest site.

[am. B.C. Regs. 354/2004, Sch. A, s. 3; 206/2006, s. 6.]

## Duration of stay at a recreation site

- 13** (1) A person must not camp at a recreation site for a period exceeding 14 consecutive days unless authorized by a recreation officer.
- (2) For the purposes of calculating 14 consecutive days under subsection (1), a period of consecutive days is cumulative unless the person and their vehicle and equipment, as the case may be, are not present on the recreation site for a period of at least 72 consecutive hours.

[am. B.C. Regs, 354/2004, Sch. A, s. 2; 206/2006, s. 7.]

## Firewood

- 14** A person must not remove firewood from a recreation site, recreation trail or interpretive forest site unless authorized by a recreation officer.

[am. B.C. Reg. 354/2004, Sch. A, s. 2; am. B.C. Reg. 206/2006, s. 8.]

## Structures

- 15** (1) A person must not erect a structure or post a sign or a poster on a recreation site, recreation trail or interpretive forest site unless authorized by a recreation officer.
- (2) A recreation officer may cause a structure, sign or poster referred to in subsection (1) to be altered or removed without compensation, whether or not it was erected or posted with the official's permission.

[en. B.C. Regs. 354/2004, Sch. A, s. 4; 206/2006, s. 9.]

### Other uses requiring authorization

- 16** Unless authorized by a recreation officer, a person must not use
- (a) a recreation site, recreation trail or interpretive forest site for
    - (i) a competitive sporting event, or
    - (ii) a business or industrial activity, or
  - (b) a recreation site as
    - (i) part of a gathering of 15 or more persons, or
    - (ii) a place of temporary residence while engaged in a business or industrial activity outside the site.

[am. B.C. Regs. 354/2004, Sch. A, s. 2; 206/2006, s. 10.]

### Respect for property and the environment

- 17** A person must not,
- (a) in any careless or negligent manner, damage, or cause any alterations to, a structure or natural resource on a recreation site, recreation trail or interpretive forest site, or
  - (b) without authorization by a recreation officer, move a structure that is on a recreation site, recreation trail or interpretive forest site.

[am. B.C. Regs. 354/2004, Sch. A, s. 2; 206/2006, s. 11.]

### Quiet and peaceful enjoyment

- 18** (1) A person using a recreation site, recreation trail or interpretive forest site must not create or cause a deliberate or unnecessary disturbance to other persons on the site or trail.
- (2) Without limiting subsection (1), a person using a recreation site must not make noise between the hours of 11 p.m. and 7 a.m. that interferes with the enjoyment of other persons occupying the recreation site.

### Responsibility for minors

- 19** A parent, guardian, custodian or other person in charge of a minor must make a reasonable attempt to stop the minor from contravening the Act, this regulation or the *Wildfire Act* or a regulation made under that Act with respect to a recreation site, recreation trail or interpretive forest site.

[am. B.C. Reg. 206/2006, s. 12.]

## Limitations on occupancy and use

- 20** (1) A person who camps at a recreation site where a fee for camping is required under section 22 must
- (a) camp in a campsite;
  - (b) occupy only one campsite;
  - (c) not leave personal property on a campsite unless the person is camping, under the authority arising from payment of the camping fee, at that campsite, or has been authorized to leave the property on the campsite by a recreation officer.
- (2) A recreation officer
- (a) may limit the occupancy of a campsite or recreation site, including the number of parties and motor vehicles, if the official is satisfied that the limit is necessary to adequately manage the recreation site, and -
  - (b) must take reasonable steps to make persons who arrive at the recreation site aware of the limit.
- (3) A recreation officer may establish rules for the use of a recreation site, recreation trail or interpretive forest site, other than a matter referred to in subsection (2), by posting a sign containing the rules to be followed at the site or trail.
- (4) A person, with respect to a sign posted under subsection (3), must not
- (a) contravene the rule expressed in the sign, or
  - (b) remove, alter, cover, destroy or deface the sign.
- (5) A recreation officer may, in writing, authorize a recreation site operator to close all or part of a recreation site to protect the public or site.
- (6) A person must comply with a prohibition, requirement, limitation, rule or closure made pursuant to this section.

[am. B.C. Regs. 354/2004, Sch. A, ss. 2 and 5; 206/2006, s. 13.]

## Part 5 - Fees

### Fee collection period

- 21 The fee for overnight camping under section 22 authorizes camping for 24 hours beginning at 12 noon on the day in which camping begins.

**Fees for use of recreation site or trail**

- 22 (1) In this section, "**service**" means, in relation to a recreation site or trail,
- (a) maintenance and repair of the recreation site or trail,
  - (b) supervision at the recreation site or trail,
  - (c) provision of overnight camping facilities, parking facilities, boat launch ramps, mooring buoys, warming huts or cabins on the recreation site or trail,
  - (d) grooming or setting ski tracks on the recreation trail, or
  - (e) provision of similar improvements for recreation purposes included in the list described in subsection (5).
- (2) The minister may determine that a fee is required to use a recreation site or trail if he or she is satisfied that the fee is justified by the provision of the service at the site or trail.
- (3) If a determination is made under subsection (2) the minister must set the fee at an amount that does not exceed an amount calculated in accordance with the following formula:

$$\text{Amount} = (\text{AC}/\text{N})$$

where

**AC** is the annual cost of providing the service, estimated by the minister when the fee is first set for the year, and

**N** is the number of times the service will be used by the public, estimated by the minister when the fee is first set for the year.

- (4) The minister may cancel a determination made under subsection (2), if satisfied that the service provided at the recreation site or trail does not justify the fee.
- (5) The regional manager must
- (a) make available at district and regional offices a list of sites and trails within the region that have fees, including a description of the services available at those locations and the fee for each service,
  - (b) keep that list current with determinations made under subsection (2) and cancellations made under subsection (4), and

(c) post a sign at the site or the trail notifying the public that a fee is required and the amount of the fee.

(6) The minister may authorize a person to act as a recreation site or trail operator, and may rescind the authorization.

(7) On request of a person who is paying or providing proof of payment to use a recreation site or trail, a recreation site or trail operator must provide written proof of authorization by the minister to act under this section.

(8) The user of a recreation site or trail must

(a) pay a fee to the recreation site or trail operator to use the recreation site or trail, if the fee is listed under subsection (5),

(b) provide his or her name and address and any other information reasonably required by the recreation site or trail operator to identify the person or party,

(c) produce proof of payment on request of an official, a recreation officer, a peace officer or a recreation site or trail operator, and

(d) if the person owns or is in control of a motor vehicle, other than a motorcycle, ensure that the vehicle is not parked in a campsite without proof of payment for camping prominently displayed in the windshield, unless another vehicle that displays a proof of payment for camping is parked in the campsite at the same time.

(9) A right to use a recreation site or trail, arising from payment of a fee under this section, is not transferable, and is valid only for the period of time indicated on the proof of payment.

[am. B.C. Regs. 354/2004, Sch. A, s. 2; 206/2006, s. 14.]

## Part 6 - Enforcement

### Order to vacate

- 23 (1) On being satisfied that, with respect to a recreation site, recreation trail or interpretive forest site, a person has contravened the Act, this regulation or the *Wildfire Act* or a regulation made under that Act, an official, a recreation officer or a peace officer may, by notice served on the person, order the person



- (a) to vacate a recreation site, recreation trail or interpretive forest site, and
- (b) not to enter or attempt to enter or camp on Crown land within one km of the site, or trail

for a period specified in the notice.

(2) A person who receives a notice under subsection (1) must comply with the order.

(3) A person who is ordered to vacate is not entitled to a refund of any fee which may have been paid.

[am. B.C. Regs. 354/2004, Sch. A, s. 1; 206/2006, s. 15.]

## Offence

**24** (1) A person who contravenes section 6 (1) to (3), 8 to 11, 12 (1), 13 to 17, 18 (1) or-(2) or 23 (2) commits an offence.

(2) A person who commits an offence referred to in subsection (1) is liable on conviction to a fine not exceeding \$5 000 or to imprisonment for not more than 6 months, or to both.

(3) A person who contravenes section 20 (1) or (6) or 22 (8) (a) or (c) commits an offence and is liable on conviction to a fine not exceeding \$2 000.

(4) A person who contravenes section 7 (1) (a) commits an offence and is liable on conviction to a fine not exceeding \$25.

(5) A person who contravenes section 7 (1) (b) commits an offence and is liable on conviction to a fine not exceeding \$100.

[Provisions of the *Forest and Range Practices Act*, S.B.C. 2002, c. 69, relevant to the enactment of this regulation: sections 141, 143 and 148]