



Memorandum of Understanding Respecting Forest Harvesting Activities and Ski Club Operations within the Bulkley Valley Ski Club Operating Area

Dated: April 14, 2009

Between:

The Bulkley Valley Cross Country Ski Club,
Box 4412 Smithers
British Columbia V0J 2N0

And:

The Wetzin'Kwa Community Forest Corporation
Box 565, Smithers
British Columbia V0J 2N0

Definitions:

- the ski club means the Bulkley Valley Cross Country Ski Club
- the Bulkley Valley Nordic Centre (Nordic Centre) refers to the Bulkley Valley Cross Country Ski Club operating area
- the Licensee means the Wetzin'kwa Community Forestry Corporation
- forestry includes the activities of lay-out, road building and maintenance, harvesting, silviculture, forest health.
- recreation management agreement means an agreement entered into between the Province and the private sector (ski club) to manage a recreational facility on crown land.
- the agreement area means the operating area of the Bulkley Valley Cross Country Ski Club within the Wetzin'kwa Community Forest tenure area.

1.0 Context:

1.1 The Wetzin'Kwa Community Forest Corporation

Wetzin'kwa Community Forest Corporation (WCFC) was granted a Community Forest Agreement (Licence # K2P) in 2007. The licence, located within the Wet'suwet'en traditional territory, has an annual allowable cut of 30,000 m³. The tenure is jointly held by the Town of Smithers and the Village of Telkwa.

Wetzin'kwa Community Forest Corp's goal is to manage the area for the long term economic, environmental, and social benefit of the residents of the Bulkley Valley. This includes:

- planning and management that will reflect the local communities' values,
- encouraging compatible multiple uses on the landbase by various resource users, and
- maintaining functional integrity of ecosystems on the landbase for long term sustainability and diversity of plant and animal species.

Wetzin'kwa Community Forest Corporation's forest management adheres to the following 'Core Values':

- to sustain a financially viable forest resources business for the long term benefit of residents in the Bulkley Valley;
- to maintain and sustain functional integrity of ecosystems;
- to protect water quality in watersheds;
- to maintain a healthy balance of all plants and animals;
- to recognize the Wet'suwet'en people and their culture;
- to establish long lasting, respectful relationships between the partners;
- to expand local small business opportunities and employment when and where feasible;
- to provide a safe and environmentally friendly work environment;
- to enhance outdoor educational and recreational opportunities;
- to increase community involvement in resource management; and

- to reflect community values in decision making

1.2 The Bulkley Valley Cross Country Ski Club

The Bulkley Valley Cross Country Ski Club is a non-profit organization established under the Society Act in 1984.

The purposes of the society are to promote community participation in the healthy outdoors lifestyle of cross-country skiing in the Bulkley Valley that includes:

1. encouraging recreational cross-country skiing;
2. developing and maintaining the Nordic and biathlon facility (Pine Creek and Chris Dahlie Trails);
3. offering and promoting cross-country skiing skill development programs for children, youths and adults;
4. offering and promoting athlete development programs for cross-country ski racing and biathlon;
5. organizing and hosting cross-country ski and biathlon race events; and,
6. supporting the safe use of, and access to, the backcountry for cross-country skiing.

2.0 Agreement Area:

The map attached as Appendix A defines the agreement area. The agreement area is comprised of two distinct zones; the 'Recreation Emphases Zone' and the 'Timber Management Emphasis Zone', which together constitute the ski club operating area.

2.1 Recreation Emphasis Zone

The recreation emphasis zone includes:

- the Nordic ski trails, both existing trails and proposed trails, locally known as the Pine Creek Trails and Chris Dahlie Trails;
- biathlon facility
- the parking lots;
- the area occupied by lodge, caretakers cabin and out buildings; and,
- the stadium area.

2.2 Timber Management Emphasis Zone

The Timber Emphasis Zone includes the areas immediately adjacent to the Recreation Emphasis Zone.

3.0 Interests

3.1 Wetzin'kwa Community Forest Corporation Interests

Wetzin'kwa Community Forest Corporation has identified the following interests related to its operations and the agreement area:

- to ensure that operations within the agreement area consider the maintenance and enhancement of the recreation resource a primary goal,
- to ensure that harvesting, road building and related forest management activities conform to all legislation, regulations and operational plans,
- to ensure that operations are economically viable
- to explore avenues to support ski club activities through harvesting activities
- to conduct operations in a manner that is safe for both workers and skiers
- to ensure that access to areas of operation, outside of the recreation tenure, is maintained.

3.2 The Bulkley Valley Cross Country Ski Club Interests

The Bulkley Valley Cross Country Ski Club has identified the following interests in relation to forest harvesting, forest management and road building:

- to provide cross-country skiing in a safe and aesthetic environment annually between November 15 and April 1 of each year;
- to maintain and improve the quality of the existing ski trails which includes removal of brush and windfall, improving trail surface conditions and improving the trail drainage;
- to develop new trails;
- to proactively manage the forest stands adjacent to the ski trail for windfall hazards;
- to ensure skier safety particularly with respect to road use and operational forestry activities including timber harvesting, debris burning and log hauling; and,
- to seek partnership opportunities that will see benefits from forest harvesting support club operations.
- to support forest harvesting that is socially and environmentally responsible; and
- to support forestry and silviculture systems which are consistent with the goals of maintaining and enhancing recreational values in the agreement area.

4.0 Guiding Principles

4.1 Recreation Emphasis Zone

Within the Recreation Emphasis Zone, timber harvesting will be considered subordinate to the recreation interests associated with the trails. Harvesting within this zone will be undertaken only if the signatories of this agreement determine that harvesting, at a minimum maintains and preferably enhances recreation opportunities, that harvesting is economically viable and is undertaken in a manner consistent with interests identified in Section 3.0.

4.2 Timber Management Emphasis Zone

Within the Timber Management Emphasis Zone, timber harvesting will be considered the primary emphasis. Recreation interests associated with the ski trails and safe operations of the Bulkley Nordic Centre will continue to be key considerations within this zone. . Harvesting within this zone will be undertaken as part of the forest management obligations

of the Wetzin'kwa Community Forest Corp and in keeping with the guidelines set out in Section 4.3 - General Operations within this agreement.

4.3 General Operations

The provisions set out as *general operations* apply to the agreement area with the exception of those noted that apply only to the Recreation Emphasis Zone (provisions 11, 12 and 13).

1. The club will hold the recreation management agreement for cross-country skiing with the Province (Ministry of Tourism Culture and the Arts) for the agreement area.
2. The licensee will support the establishment of the recreation emphasis zone as a trail feature under Section 57 of the Forest and Range Practices Act with the understanding that the establishment is required to enable the management agreement between the Province and the ski club.
3. The club will support forest harvesting activities in the agreement area subject to the provisions of this agreement.
4. The parties will work collaboratively to ensure that forest management activities within the agreement area are planned and implemented in a manner that is accommodating of both parties' interests.
5. The parties will meet, at a minimum, on an annual basis to review planned operations for both the club and the licensee.
6. The club supports the use of ski trails for the purpose of access for forestry activities.
7. The parties will seek operational opportunities that are of mutual benefit, examples include:
 - i. Maintenance and improvement of existing trails/access structures for both skiing and Forestry activities (trail drainage, surface improvement)
 - ii. development of new trails/access structures that are located and constructed in a manner that promotes skiing and Forestry activities
 - iii. designing forest harvesting and silviculture systems (within the vicinity of ski trails) that proactively address windfall hazards.
 - iv. provision of firewood for use by the club
 - v. designing forest harvesting and silviculture systems that minimize aesthetic impacts (e.g. small openings, under-story retention, patch retention, retention of none pine species, retention of standing dead where it doesn't pose a wind fall hazard nor contravene 'Worksafe BC' regulations)
8. The licensee will avoid forestry activities in areas that will result in trail closures during the period November 15 – April 1
9. Where winter harvesting is the only option available the licensee will work with the club to plan activities in manner that has the least impact to skier access
10. The Licensee will make all reasonable commercial efforts to ensure ski trails used for log hauling and/or skidding will be left free of debris and rutting on completion of forestry activities
11. Within the Recreation Emphasis Zone, the Licensee will make all reasonable commercial efforts to ensure debris piles adjacent to ski trails or staging areas will be burned or removed prior to the ski season each year.

12. Within the Recreation Emphasis Zone, the licensee and its contractors will avoid tree marking (paint, tree blazes) which will leave a lasting visual affect to ski trail users.
13. Within the Recreation Emphasis Zone, flagging, used to mark block boundaries, will be removed after harvest is complete.
14. The licensee will avoid creating new access points on to the ski trails. Where creation of new access is unavoidable due to operational forestry reasons the Licensee will make all reasonable commercial efforts to ensure the access point will be decommissioned preventing wheeled access on completion of operations. It is recognized that the creation of new roads that cross existing ski trails may be required to access timber that does not fall within the agreement area. When such roads are required, the licensee will conform to the limitations described by points 8 and 9.
15. Snowmobile access on ski trails is acceptable for forest management purposes. The ski club must be notified in advance. Snowmobiling must avoid groomed tracks by staying to the centre of the trail.
16. The Licensee will provide the club with a minimum of 45-days notice of any planned forestry harvesting and road building activities during the period November 15-April 1 including,. This period shall be utilized by the club to notify its members of any impacts to the ski experience.
17. The Licensee will be responsible for all signage regarding forestry activities and safety.
18. The club will be responsible for communication with its members regarding forestry activities.
19. Access to timber north of the ski trails, outside the agreement area, is provided via existing forest roads that have also been used as ski trails within the club operating area . It is important that access along these roads is maintained for both the club and the Licensee. When Licensee access along these existing roads is required, the Licensee will conform to the limitations described by provisions 8 and 9.
20. Any required danger tree removal along designated trails will not be the financial responsibility of the Licensee.

5.0 Overlap areas with other recreation users

It recognized that Smithers Community Forestry Society (SCFS) has interests within the agreement area for hiking, naturalist and forestry demonstration purposes as set out in a separate MoU. Within any overlap areas the ski club has primary responsibility for ski trails and the SCFS has primary responsibility for other designated trails. The ski club and the SCFS will collaborate on overlapping trails to ensure the management objectives for the trails are consistent.

6.0 Fire Prevention/Insurance

to be added if needed

7.0 Implementation of the Agreement

1. The District Manager, Ministry of Forests and Range will be made aware of this agreement to inform decision-making with respect to forestry activities and operations.
2. The agreement will be reviewed on annual basis and adjusted as required to ensure that it is meeting both parties interests
3. In the event of a dispute the following steps will be taken to resolve the issue:
 - i. the parties will work in an interest-based manner to resolve the dispute;
 - ii. the parties will define the issue, ideally seeking a common issue statement;
 - iii. the parties will clarify their individual interests related to the defined issue;
 - iv. the parties will explore potential options seeking to meet the range of identified interests;
 - v. in the event that no agreement is reached the parties may choose to appoint a third party that is acceptable to both the club and the licensee;
 - vi. the third party will first seek to mediate a solution; and,
 - vii. as a final and last option, the parties agree to accept third party binding arbitration.

