



**Memorandum of Understanding
Respecting Forestry Activities and Ski Club Operations
at the Bulkley Valley Nordic Centre**

Dated: January 13, 2025

Between:

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

And:

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

1.0 Definitions

- BVCCSC or the Club means the Bulkley Valley Cross Country Ski Club
- Bulkley Valley Nordic Centre (Nordic Centre) refers to the cross country ski trails and related access and infrastructure within the MOU area operated by the Club under a Partnership Agreement with the Province and authorized under Section 57 of the *Forest and Range Practices Act*.
- Wetzin'kwa or WCFC means the Wetzin'kwa Community Forestry Corporation.
- Community Forest refers to Community Forest Agreement K2P which is held by WCFC.
- Partnership Agreement refers to Recreation Sites and Trails BC Partnership Agreement PA24DSS-04 entered into between the Province and the Club to manage and maintain the recreational cross country ski trails within Recreation Site 98586.
- MOU Area refers to the following areas, as shown in attached map:
 - Smithers Community Forest Recreation Site REC98586 within the WCFC Community Forest tenure
 - Bulkley Valley Nordic Centre ski trails; existing and planned
 - Nordic Centre parking areas and the roads accessing those areas
 - Licence of occupation 635826, held by BVCCSC, providing occupation rights for the stadium, Buchfink Lodge, Gary Murdoch Wax Hut, Tracksetter Garage, equipment sheds, caretaker cabin, biathlon cabin, biathlon range and utility out buildings
 - Licence of occupation 635827, held by BVCCSC, providing occupation rights for the infrastructure on the trails with lights.
- *Forestry activities* include planning, lay-out, road building and maintenance, harvesting, log hauling, debris burning, silviculture, fire hazard risk reduction and forest health treatments.
- *Ski season* is generally November 15 to April 1. Dates can vary depending on weather conditions.

2.0 Context

2.1 Wetzin'kwa Community Forest Corporation

Wetzin'kwa Community Forest Corporation is a corporation jointly owned by the Town of Smithers and the Village of Telkwa. WCFC was granted Community Forest Agreement K2P in 2007. The agreement area is located within Wet'suwet'en traditional territory. The Office of the Wet'suwet'en participates on the board governing the Community Forest.

WCFC'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.

WCFC'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.

2.2 Bulkley Valley Cross Country Ski Club

Bulkley Valley Cross Country Ski Club is a non-profit organization established under the Society Act in 1984. The Club operates the Bulkley Valley Nordic Centre on Crown land under a Partnership Agreement with the Province. The Club runs a number of ski programs and owns buildings, equipment and other infrastructure to support cross country skiing in the Bulkley Valley.

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 facilities at the Bulkley Valley Nordic Centre;
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; and
5. organizing and hosting cross-country ski and biathlon race events;

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 MOU area:

- to ensure that operations within the MOU 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 explore avenues to support 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 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 forestry activities:

- to provide cross-country skiing in a safe and aesthetic environment annually during the ski season;
- to maintain and improve the quality of the existing ski trails which includes removal of brush and tree-fall, improving trail surface conditions and improving trail drainage;
- to develop new trails, subject to receiving government authorizations;
- to proactively manage the forest stands adjacent to the ski trails to reduce tree-fall hazards;
- to ensure skier safety particularly with respect to any forestry activities;
- to seek partnership opportunities that will see benefits from forest harvesting to 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 MOU area.

4.0 Guiding Principles

The parties acknowledge that forestry activities within the Community Forest can be carried out while maintaining and possibly enhancing the recreational resource.

Timber harvesting in the vicinity of Nordic Centre ski trails and infrastructure will be considered subordinate to the associated recreation interests. Harvesting will be undertaken only if both parties determine that harvesting, at a minimum maintains and preferably enhances recreation opportunities. Harvesting should also be undertaken in a manner consistent with both parties' interests.

Within the general MOU area, the parties will work collaboratively to ensure that forest management activities are planned and implemented in a manner that best accommodates both parties' interests.

The Forest Recreation Regulation of the *Forest and Range Practices Act* legally establishes recreation sites and trails as resource features that will not be damaged or rendered ineffective. WCFC will adhere to requirements under Section 16 of the Forest Recreation Regulation.

4.1 Planning

1. The parties will meet, at a minimum, on an annual basis to review planned operations for both the Club and WCFC. If there are not significant topics unique to the ski trails, this meeting may be satisfied by the annual Resource User Group meeting (as defined in WCFC's forest stewardship plan).
2. The Club will support planned forest harvesting activities in the MOU Area subject to the provisions of this MOU and as per the FRR Section 16 authorization process where the district recreation officer is the delegated authority.
3. The parties will work collaboratively to ensure that forest management activities within the MOU area are planned and implemented in a manner that is accommodating of both parties' interests.
4. For areas in and around the Nordic Centre, WCFC will design a long-term forest structure that maintains and enhances snow conditions and aesthetics for improved skiing experience. The Club can assist with input and feedback.
5. To prevent adverse snow melt during the ski season, any logging planned for areas adjacent to the trail network should retain shading on the south, east, and west side of the ski trails (e.g. partial cut with a target of 70% [minimum 50%] for at least one tree height)

4.2 General Operations

1. 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. implementing 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 does not pose a wind fall hazard nor contravene 'Worksafe BC' regulations)
6. The Club accepts the use of ski trails for the purpose of access for forestry activities, subject to the provisions below

7. WCFC will avoid forestry activities in areas that will result in ski trail closures during the ski season.
8. Where winter harvesting is the only option available, WCFC will work with the Club to plan activities in manner that has the least impact to skier access.
9. WCFC will ensure ski trails used for log hauling and/or skidding or otherwise affected by maintenance or other forestry activities will be left afterwards in a similar or better condition for skiing. This means:
 - free of debris and rutting
 - re-seeded where not a gravel surface,
 - functioning drainage ditches and culverts, and
 - a road surface of at least 5.5 metres (18 feet) wide.
10. Regardless of this MOU, WCFC has a legal obligation to abate within 30 months any fuel hazards created from forestry activities. WCFC agrees under this MOU to not obstruct ski trails with debris piles and to ensure that abatement treatments do not disrupt the ski season. Subject to venting and operational limitations, WCFC will strive to abate or remove debris piles that are adjacent to ski trails within one year.
11. Within sight of ski trails, and Nordic Centre parking, access and stadium, WCFC and its contractors will:
 - i. avoid permanent tree marking (paint, tree blazes).
 - ii. remove flagging used for forestry activities when the forestry activities are complete.
12. WCFC will avoid creating new access points on to the ski trails. Where creation of new access is necessary for operational forestry reasons WCFC will ensure the access point will be decommissioned preventing wheeled access on completion of operations.
13. Snowmobile access on ski trails can be acceptable for forest management purposes if the Club is notified in advance and any conflicts minimized. The Club may request how and when to use the trails to minimize impacts to events or to ski trail conditions.
14. WCFC will provide the Club with a minimum of 45-days notice of any planned forestry activities during the ski season.
15. WCFC will be responsible for all signage regarding forestry activities and safety.
16. The Club will be responsible for communication with its members regarding forestry activities.
17. Access to timber north of the ski trails, outside the MOU area, is provided via existing forest roads which have also been used as ski trails within the MOU area. It is important that access along these roads is maintained for both the Club and WCFC. When WCFC access along these existing roads is required, WCFC will conform to the limitations described in this MoU.
18. Any required danger tree removal along designated ski trails will not be the financial responsibility of WCFC.

4.3 Profit Sharing in Limited Circumstances

Prior to the creation of WCFC, the Club was able to obtain cutting rights when building new trails and used the proceeds of harvesting to offset costs of trail building. With the establishment of Wetzin'kwa Community Forest, the Club lost that opportunity. In recognition of that history, a profit sharing agreement will apply when:

- Harvesting right of ways for new trails, provided that the trail has been authorized by the Province of BC.
- Harvesting in the immediate vicinity of existing trails, where the harvesting has been agreed upon by both parties.

It is agreed that, if WCFC earns a profit from harvesting on the above areas, 50% of those profits will be made available to the Club.

5.0 Overlap Areas with Other Recreation Users

It is recognized that other resource user groups may have interests within the MOU area for hiking, naturalist and forestry demonstration purposes. Within any overlap areas the Club will advocate for its interests in the ski trails and Recreation Sites and Trails BC will be asked to identify who has interests in other designated trails. The Club will collaborate with RSTBC and other user groups on any overlapping trails to achieve mutually beneficial objectives for the trails.

6.0 Implementation of the MOU

1. The Ministry of Forests' District Manager and Recreation Sites and Trails BC will be made aware of this MOU to inform decision-making with respect to forestry activities and recreation management.
2. The MOU will be reviewed on an annual basis and adjusted as required to ensure that it is meeting both parties' interests
3. In the event of a dispute, the parties will work in an interest-based manner to resolve the issue
 - i. the parties will define the issue, ideally seeking a common issue statement;
 - ii. the parties will clarify their individual interests related to the defined issue;
 - iii. the parties will explore potential options seeking to meet the range of identified interests;
 - iv. 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 WCFC;
 - v. the third party will first seek to mediate a solution; and,
 - vi. as a final and last option, the parties agree to accept third party binding arbitration.

7.0 Approval

Signed on behalf of Wetzin'kwa
Community Forest Corporation



Signature

Sam Coggins, RPF

Name

*General Manager
Wetzin'kwa Community Forest Corp.*

Position

22 Jan 2025

Date

Sign on behalf of the Bulkley Valley Cross
Country Ski Club



Signature

Steve Osborn

Name

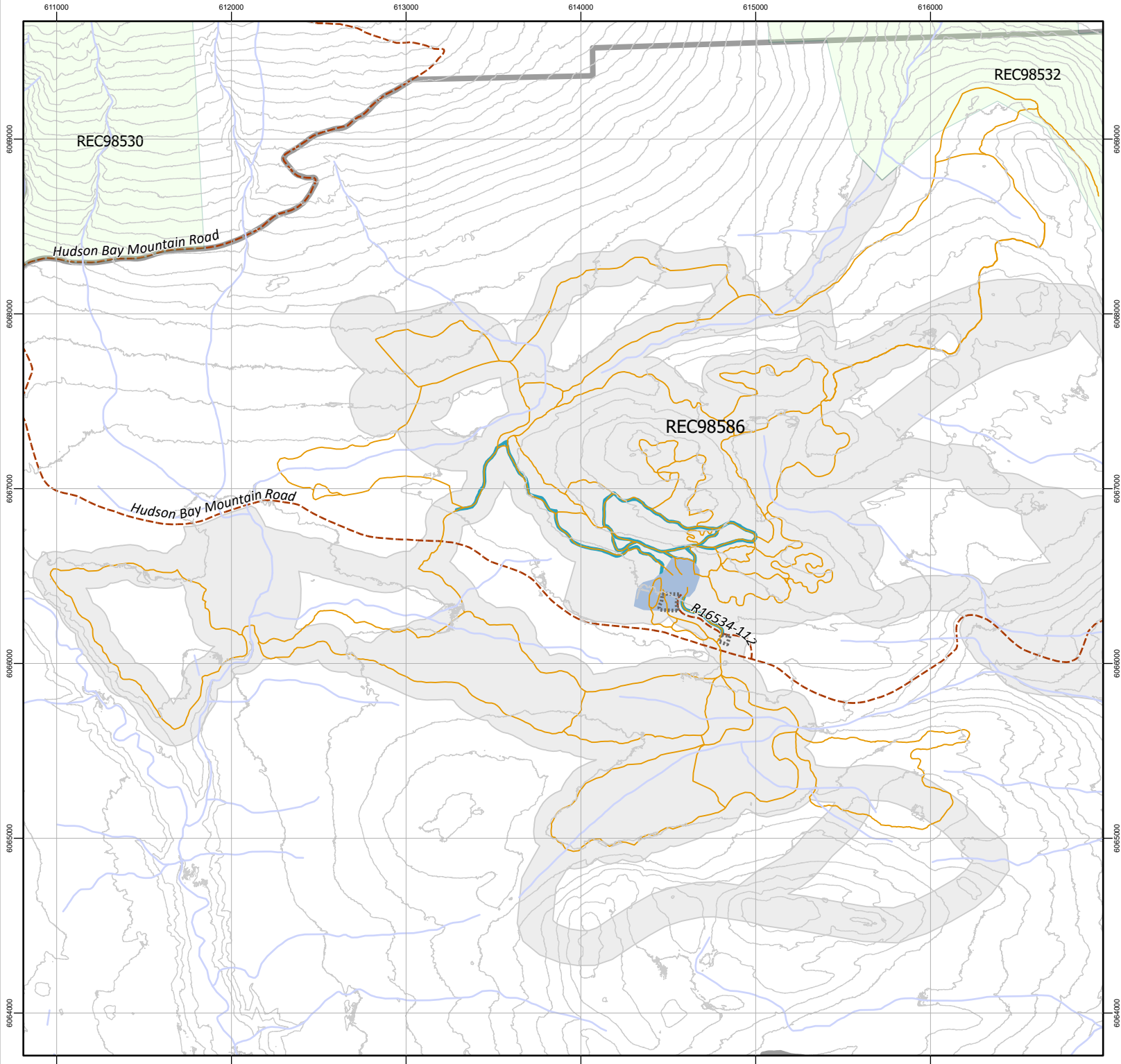
*Director, Nordic Centre Operations
Bulkley Valley Cross Country Ski Club*

Position










Jan 22, 2025

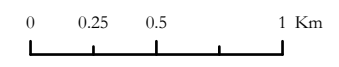
Date

WCFC-BVCCSC MOU



Legend

-  BVNC Trails 2024
-  Licence of Occupation 635826
-  Licence of Occupation 635827
-  Smithers Community Forest Trails REC98586
-  Recreation Site REC98532
-  Roads
-  Streams
-  BV Nordic Parking
-  Community Forest Boundary



Scale: 1:30,000

Maps Prepared by: Silvicon Services Inc.
Date: 2025-01-22

