

# **West Bragg Creek Land Users Agreement - Date: April 18, 2011**

## **Re: West Bragg Creek All Season Trails Plan (WBCASTP)**

### **1 Introduction**

This document has been drafted to assist in completing the process of the implementation of the approved West Bragg Creek All Season Trail Plan (WBCASTP) dated September 12, 2010, led by the Greater Bragg Creek Trails Association (GBCTA). Outlined in the WBCASTP (section 6.3) it states that: “the proponent will provide written documentation to Alberta Sustainable Resource Development (SRD) with concerns that were identified by stakeholders and what mitigative measures were mutually agreed to by the stakeholders and trail proponent.”

The WBCASTP area is located in the Kananaskis Country Forest Land Use Zone as designated by AR 343/1979 with subsequent amendments.

This document is modeled after a similar format, familiar to SRD, and already used by Grazing Disposition Holders and Timber Companies identified as a Grazing Timber Agreement (GTA). It has been expanded to include: Greater Bragg Creek Trails Association (and its partners), Alberta Tourism Parks and Recreation (maintenance), the Bragg Creek FireSmart Committee, Spray Lakes Sawmills (SLS), and Grazing Disposition holders.

### **2 Purpose**

This agreement has been formulated and endorsed by all the parties listed below to promote better management, coordination and sustainability of their respective activities on the land for mutual benefit in the West Bragg Creek All Season Trail Plan area.

### **3 Objective**

The parties to this agreement commit and agree to work towards a better understanding of each other’s needs, roles, and responsibilities, as we operate and recreate on this working landscape. The parties are committed to working collaboratively toward a signed multi-party agreement to ensure all concerns and potential issues are identified for each land user, effective mitigation strategies and actions are identified and carried out, and appropriate monitoring of results is completed. This will enable the parties to operate and recreate proactively while ensuring that this working landscape remains functional, healthy and sustainable for future generations.

## 4 Parties to the agreement with contact information

Timber Operator				
Spray Lakes Sawmills (1980) Ltd.	Jordan Dyck	P: (403) 932-2234 F: (403) 932-6675	<a href="mailto:jordan.dyck@spraylakesawmills.com">jordan.dyck@spraylakesawmills.com</a>	305 Griffin Road West Cochrane, AB T4C 2C4
Grazing Operators				
Jumping Pound Allotment	John Buckley Harvey Buckley	P: (403) 932-2486	<a href="mailto:gcxranch@xplornet.com">gcxranch@xplornet.com</a>	253004 Cope Trail Calgary, AB T3Z 2L4
Bragg Creek Allotment	William Bateman James Bateman	P: (403) 932-5428 P: (403) 932-5594	<a href="mailto:bpbateman@xplornet.ca">bpbateman@xplornet.ca</a> <a href="mailto:watsonbateman@gmail.com">watsonbateman@gmail.com</a>	50180 Twp. Rd 244 Calgary, AB T3Z 2N7
McLean Creek Allotment	Charlie Fullerton	P: (403) 628-3444		Box 348 Lundbreck, AB T0K 1H0
Elbow Allotment	Milo Munro Corbin Munro	P: (403) 286-4374 P: (403) 615-0860	<a href="mailto:cimunro@telus.net">cimunro@telus.net</a>	250090 Munro Road, Calgary , AB T3Z 2T7
Fire Smart Partners				
Bragg Creek FireSmart Community Zone Planning Committee	Carol Leriger, Chair	P: (403) 949-4383 P: (403) 471-2276	<a href="mailto:cileriger@gmail.com">cileriger@gmail.com</a>	
Alberta Sustainable Resources Development, Southern Rockies Area	Rick Arthur	P: (403) 297-5317	<a href="mailto:rick.arthur@gov.ab.ca">rick.arthur@gov.ab.ca</a>	8660 Bearspaw Dam Road NW Calgary, AB T3L 1S4
Trail Maintenance				
Alberta Tourism, Parks, Recreation	Bill O'Connor	P: (403) 604-1242	<a href="mailto:bill.o'connor@gov.ab.ca">bill.o'connor@gov.ab.ca</a>	TPR – Kananaskis Country Bag #1 Bragg Creek, AB T0L OK0
Land Manager				
Alberta Sustainable Resource Development	Roger Meyer	P: (403) 297-8815	<a href="mailto:roger.meyer@gov.ab.ca">roger.meyer@gov.ab.ca</a>	8660 Bearspaw Dam Road NW Calgary, AB T3L 1S4
Recreational User Groups				
Greater Bragg Creek Trails Association	Eric Lloyd	P: (403) 949-2696	<a href="mailto:elloyd@davincibb.net">elloyd@davincibb.net</a>	Box 442 Bragg Creek, AB T0L OK0
Calgary Mountain Bike Alliance	Chris Salvador	P: (403) 606-5374	<a href="mailto:info@cmbalink.com">info@cmbalink.com</a>	1111 Memorial Dr. NW Calgary, AB T2N 3E4

## 5 Land User Operations

West Bragg Creek has a long history of summer cattle grazing, timber harvesting and recreational activities, all of which are managed under the Kananaskis Country Integrated Resources Plan (IRP) Resource Management Area C Elbow/Jumpingpound.

The IRP (section 5.2) outlines the management priorities for this area, which are as follows:

- First level priority - Maintenance of water quality, quantity and flow regime.
- Second level priority - Provision of recreational opportunities and provision for the management and development of renewable and non-renewable resources.
- Third level priority - Maintenance or enhancement of the abundance, diversity, distribution and recreational use of the fish and wildlife resource.
- Fourth level priority - Protection of areas of ecological, archaeological or historical significance.

Recreation activities are generally regulated as per the Forest Recreation Regulation pursuant to Public Lands Act Alberta Regulation 343/1979 with subsequent amendments which designated the original Kananaskis Country Forest Land Use Zone (KC FLUZ). In addition to the normal regulations that govern such lands, a number of specific restrictions with the KC FLUZ have been enacted:

- The use of campfires (unless in a provided facilities) and camping are not permitted within one kilometre of a forest recreation area or roadway within the zone.
- The use of any motor vehicle off highway is not permitted except for public safety, approved maintenance activities or for registered trapping area activities.

During various consultation meetings in 2010, specifically FireSmart consultation meetings and West Bragg Creek All Seasons Trail Plan (WBCASTP) consultation meetings, it became apparent that there were numerous overlapping activities planned by many different user groups in the area outlined in the WBCASTP. As a result, the groups are committed to work collaboratively to develop this “multiple land users agreement”. All parties believe that an agreement such as this is an essential tool that will promote better integration of the different activities on the working landscape.

## ***5.1 Greater Bragg Creek Trails Association (GBCTA) and the West Bragg Creek All Season Trail Plan (WBCASTP)***

The GBCTA is leading the implementation of the WBCASTP (approved September 2010) in partnership with Alberta Tourism, Parks and Recreation (TPR), Calgary Mountain Bike Alliance (CMB) and others. The WBCASTP contains numerous recommendations including the construction of 65 km of new summer and winter trails, which commenced in October, 2010. Please see:

<http://tpr.alberta.ca/parks/consult/braggCreek/FinalWestBraggCreekTrailsPlan.pdf>

## ***5.2 Spray Lakes Sawmills***

Spray Lake Sawmills (1980) Ltd (SLS) is an Alberta based, family owned and operated company which was originally founded in 1943. The company began as a portable bush mill and has evolved to a state-of the-art, high technology lumber mill which has been located in Cochrane since 1973. SLS has a Forest Management Agreement (FMA) Area with the province of Alberta which provides the company with a long term sustainable timber supply along the eastern slopes of the Rockies in the Rocky Mountain Forest Reserve. Forest Management Planning on the FMA Area involves a comprehensive, multi step planning process which helps ensure sustainability and protection of forest resource values. This ensures our operational plans will be conducted to: obey the laws of the land; ensure protection of the watershed; ensure protection of environment; address wildlife concerns; minimize conflicts with other

land users and ensures prompt and effective reforestation. There are also Quota Areas located in the Forest Reserve which also contribute to the long term timber supply requirements of SLS. (For more information please refer to appendix 3, also refer to the current **SLS Detailed Forest Management Plan (DFMP)**).

### ***5.3 Bragg Creek FireSmart Community Zone Planning Committee***

The FireSmart Committee was formed to guide the community zone planning process and to provide advice on issues related to wildfire threat and community protection within the 10 km zone surrounding the Bragg Creek area. The committee was charged with the tasks of development of strategic and operational options to reduce wildfire threat for inclusion in municipal development, natural resource, and forest protection plans. Also, to educate stakeholders and community members about the threat of wildfire and the actions they can take to mitigate that threat. To this end the committee has drafted the Greater Bragg Creek FireSmart Mitigation Strategy, which will be reviewed by stakeholders and residents, with the final revisions being made from their input prior to the document being submitted for approval by Rocky View County and Alberta Sustainable Resources Development, Southern Rockies Area, with subsequent implementation. After which, the committee will continue to be active in identifying specific issues of concern of residents and stakeholders with respect to wildfire, and remain active in educating them about actions that may be taken to reduce wildfire risks and hazards.

### ***5.4 Alberta Tourism, Parks and Recreation***

Alberta Tourism, Parks and Recreation (TPR) in cooperation with Sustainable Resource Development (SRD) fully supports the development and operation of non-motorized trail recreation for the benefit of the public in the West Bragg Creek area of Kananaskis Country.

The "All Season Trail Plan for West Bragg Creek, Kananaskis Country" as endorsed by both TPR and SRD, dated September 12, 2010 provides for both the upgrading of existing trails as well as the development of a number of proposed new trails.

TPR will have primary responsibility for management of designated WBC trails including operations, maintenance, repair, and upgrading in cooperation with the GBCTA and other partners. In so far as TPR is involved with trail maintenance and winter trail grooming for the area, TPR and the Greater Bragg Creek Trails Association have entered into a long term partnership agreement (see appendix 4). The purpose of the partnership agreement is to provide a stable framework upon which to facilitate the development and on-going maintenance of trails within West Bragg Creek area.

The development of this Land User agreement will ensure that major sectors with significant interests on the landscape, including recreation users, have a process to address short and long-term development and maintenance issues.

As the party who will hold responsibility for maintenance of trails in the West Bragg Creek Area, it is important that TPR is an active ongoing participant in this agreement. TPR will ensure, on behalf of the Alberta Government, that approved trails and trail facility standards (eg. Bridges) are maintained. They will also ensure that any trail volunteer activities are consistent with current approved volunteer management policies and practices. TPR also performs the initial response to public search and rescue events, as they do throughout Kananaskis Country in close consultation with the RCMP, who hold the primary mandate for public safety. All construction and trail maintenance will be conducted subject to the terms of the existing Partnership Agreement (see Appendix 4).

## ***5.5 Grazing Dispositions***

Summer cattle grazing has occurred in the forested Eastern Slopes of Alberta since the late 1800's. Summer grazing is expected to continue along the eastern slopes including the West Bragg Creek All Seasons Trail Plan (WBCASTP) area as outlined in the Kananaskis Country Integrated Resource Plan (IRP).

The WBCASTP area contains one allotment (Bragg Creek) and portions of three others (Elbow, McLean Creek and Jumpingpound) within it. Each allotment is subdivided into Distribution Units each subject to a grazing management plan (approved by Sustainable Resource Development (SRD)) designed to optimize forage utilization sustaining rangeland health while ensuring adequate forage is left for wildlife, water quality is protected and conflicts with other land uses are minimized. The Distribution Units primarily affected by the GBCTA Plan are as follows:

<u>DU</u>	<u>Allotment</u>
South Pine Creek	Jumpingpound
Bragg Creek	Bragg Creek
Canyon Creek	Elbow
Ranger Creek	McLean Creek
Iron Creek	McLean Creek

## **6 Present and Potential Impacts Related to Overlapping Operations**

### ***6.1 Disturbance***

Increased and overlapping disturbance and associated effects, especially when located near recreational trails, Distribution Unit (DU) boundaries, Allotment boundaries, natural barriers and in regenerating cutblocks can create issues. These include:

- Impact on recreational trail use
- livestock distribution and containment

- forest management issues
- undesirable environmental issues (erosion, blow-down, increased human and animal traffic)
- resource impacts to: rangelands, forest regeneration and historic resource values.
- loss of productive area
- potential increased operating costs to all or some parties.

These issues could potentially have negative impacts toward a party's ability to co-exist within the WBCASTP area of interest.

## ***6.2 Weeds***

Soil disturbance resulting from any of the activities upon the land may create a suitable seed bed for weeds to germinate and spread, therefore further spread of existing species or introduction of new species via various vectors (animal, human, machine) is of concern.

## ***6.3 Timing of Activities***

Timing of activities has the potential to be disruptive and create increased opportunity for conflict between users (see also cumulative effect).

## ***6.4 Appropriate Design***

Design of infrastructure (trails, temporary roads, permanent roads (LOCs), pipelines, well sites, parking lots, fences, gates) for one purpose may be inappropriate for other users, which may unknowingly create issues relating to safety, maintenance, cost of replacement, increased labour requirements, etc.

## ***6.5 Visual Landscape and Scenic Values***

The visual landscape and scenic values have the potential to be impacted, both positively and negatively, by increased activity on the landscape. A land users' perception of such impacts can vary depending on both one's perspective and also over time as the landscape changes. Of particular concern is that the parties will be to strive for a naturally occurring landscape that accepts change as part of that landscape.

## ***6.6 Forest Regeneration and Rangeland Management***

Increased pressures from activities on the working landscape (recreation, cattle grazing, wildlife browsing and industrial operations) can create causes of concern in regards to the potential damage which could occur to both forest regeneration in cutblocks and to primary grazing rangeland. These impacts could create increased

costs to existing resource values, to repair damages which could potentially occur, and further could impact the sustainability of the forestry and grazing resources on the working landscape.

## ***6.7 Safety***

Issues concerning the safety of individuals operating or recreating on the landscape may arise in the areas of overlap between uses or due to timing of uses (see Definitions sec.10). This could include but is not limited to:

- Issues between types of recreation user (mountain bike/ hiker/ equestrian)
- Issues across user groups (recreation/ timber/ grazing/ resource extraction)

## ***6.8 Cumulative effects impact***

High use levels, in the way of increased human traffic, if un-managed could have marked negative effects upon the landscape (i.e. watershed integrity) as well as other uses (livestock distribution and forage utilization, trail damage, increased potential for conflict between users, forest regeneration damage).

## ***6.9 Land User interactions***

With increased activity in the area the potential for negative interactions across users is increased dramatically. Issues such as manure on trails, traffic damage to trails (hoof damage, livestock and equestrian, tire damage, foot damage), lack of knowledge around other land-user's values, roles, and responsibilities all create potential conflict areas between users. Negative interactions and conflicts, if not overcome effectively, have the potential to create an unwillingness to work cooperatively with each other to ensure effective low cost solutions are found without increasing financial burdens to other user group(s). (see also Safety)

## ***6.10 Communication***

Lack of effective communication between user groups and education of various users could be counter-productive to the efforts of any land user's efforts to be good stewards of the land.

# **7 Strategies and Mitigation Measures**

## ***7.1 Disturbance***

- a) Strategies to address these issues need to be visited on a case by case basis. Issues will be discussed and resolved by the affected parties (see section 7) and an action plan developed and executed. The parties will employ science-based decision making and adaptive management to determine the appropriate

- management tools for each case to be outlined in an action plan. For example linear disturbances such as fences are undesirable due to the cost of construction and maintenance and should only be used as a last resort.
- b) Action plans as developed will be signed off (see section 7) and appended to this document.
  - c) GBCTA has agreed to construct specific fences and gates to mitigate concerns raised with regards to specific trails crossing or adjacent to DU and Allotment Boundaries (see appendix # 2).
  - d) Trail construction standards are detailed in the WBCASTP (see sec.7.4).
  - e) Trails that are not sustainable will be upgraded as per the WBCASTP sec. 7.1.1. The parties will review and discuss trails, or portions of trails, identified as candidates to be decommissioned with regards to developing a reclamation strategy and action plan for those trails or portions thereof.
  - f) All parties will conduct operations to minimize environmental impacts (ie erosion), as per the standards outlined by SRD, minimize impacts on other users(such as damage to resource values, loss of productive area, and increased operating costs) and operate to enhance the safety of all land users.
  - g) The overriding goal for overlapping disturbances will be to work collaboratively to ensure all parties are able to effectively operate, recreate and co-exist on the working landscape today and into the future.

## ***7.2 Weeds***

The parties to this agreement agree that the existing standard practice weed control policy referenced in the WBCASTP, sec. 7.4.9, is limited in scope.

Weed control strategies will include identification of existing weed species and their distribution prior to the commencement of the construction phases of all land users' plans in the West Bragg Creek (WBC) area.

The parties commit to participating co-operatively in weed control as part of a WBC weed management strategy with a goal of limiting the spread of existing weeds and reducing the risk of introducing new weed species to the area.

All parties are to notify SRD and TPR of weed infestation and co-operate in limiting their spread.

All parties will work to minimize the risk of introducing new weeds to the area through a communication strategy related to education and supported with signage.

## ***7.3 Timing of Activities***

A "calendar" style document will be appended to this agreement (appendix 1) outlining each party's period of use. This will aid in managing for minimal conflicts between users.

## ***7.4 Appropriate Design***

All parties will design their respective plans and conduct their respective operations in order to minimize trail user conflict or hazards (i.e. livestock/recreation conflicts), with the intent of ensuring the safety of all land users, maintaining aesthetics, watershed integrity and sustainability of the landscape as well as addressing long term maintenance/replacement of trail infrastructure issues. The parties agree that a collaborative approach adopted early on in the planning process will aid in minimizing or avoiding land user conflicts into the future.

## ***7.5 Visual Landscape***

Visual impact modeling, where possible, will be done for proposed activities in an attempt to mitigate impact on the visual landscape and scenic values for land users. The parties believe that using tools like this and science-based decision making and adaptive management will aid in addressing the concern of minimizing negative impacts amongst users and operators. Strategies will be developed as required on a case by case basis and an action plan appended to this document (see section 7). Refer also to the IRP, the approved SLS DFMP and the WBCASTP (section 5.2.2).

## ***7.6 Forest Regeneration and Rangeland Management***

The parties agree that protecting and minimizing impacts to: regenerating trees in harvest cutblocks and primary grazing rangeland is important to the sustainability of the regenerating forest and rangeland management of resources. All parties will monitor their perspective activities on the landscape ensure negative impacts and costs toward forest and grazing operators are mitigated (refer also to the Monitoring Section). Opportunities for educating recreational users on the forest and grazing values would also be an important tool in mitigating damages and other negative impacts. Upfront strategies will be developed as required on a case by case basis in areas of overlap with an action plan appended to this document.

## ***7.7 Safety***

Since safety is of paramount importance for all parties and the general public, TPR in its role as coordinator of trail maintenance, will act as the one window point for any safety issues that may be identified.

Safety issues as identified by the public and from within the agreeing parties will be referred to the TPR contact as contained within the Contact Information Table.

Infrastructure should be designed and constructed for safe use by multiple user groups.

Management tools can be implemented (i.e. temporary closures) to help ensure safety of land users.

The parties agree that a public education strategy regarding user interactions needs to be developed and implemented. This could involve increased and better signage, a clearer on/off leash policy for dogs, management techniques to minimize interactions between the public and livestock, etc. (see Definitions sec. 10)

### ***7.8 Cumulative Effects Impact***

The parties to this agreement will consider the impact of cumulative effects upon the landscape and employ such tools that may be available to them during the design, construction and operation of any given activity. Examples of tools could be:

- Multi use trail concept - design trails to accommodate bike, horse and foot traffic.
- Two way traffic trail system to reduce impacts.
- Temporary trail closures.
- Use of approved design and construction standards.
- Inclusion of “relief areas” within project designs allowing for areas for wildlife or livestock to move into, when pressured by increased human activity, without the animals having to vacate the area.

### ***7.9 Land User interactions***

The parties agree that addressing this issue is important and will require a multifaceted approach through communication, education, and use of management tools outlined in this document.

It is also believed that through proper deployment of strategies outlined under this agreement that most negative interactions between users can be eliminated. With that in mind, the parties agree that they will conduct their activities in a way that reflects a high standard of operation and professionalism that will meet and may exceed accepted industry standards.

### ***7.10 Communication***

Open communication between the parties in this agreement and continuing education of the various users is essential to successful implementation of the WBCASTP and achievement of the objective of this agreement.

## **8 Communication and Dispute Resolution**

- a) All parties to this agreement will act in good faith to carry out the terms of this agreement.

- b) TPR as the one window contact for safety concerns will ensure that all parties are appropriately informed when an issue is identified and work, where necessary, with the agreeing parties to address the concern in a timely fashion.
- c) All parties will be in contact with each other at least once per year (November) to discuss: updates, monitoring results, issues and any proposed changes to the agreement. GBCTA will initiate this annual meeting and table proposed agenda.
- d) Additions to the agreement (site or issue specific events) that do not alter the intent of the current agreement can be added and signed off and appended to the current agreement by the affected parties with notification to all parties.
- e) Amendments to the current agreement need to be approved and signed by all parties to the agreement.
- f) Should a party's plans change such that it impacts the operation of another, then all parties shall be contacted and a meeting of the affected parties will be held to determine whether any additions or amendments need to be made to this agreement.
- g) Should a party's operations or activities come close to a neighbour (for example a nearby allotment, property, infrastructure etc.), then that neighbor shall be contacted to discuss any issues and concerns they may have regarding the proposed operation or activity. Any feedback will be incorporated into the agreement by way of additions (in the appendix) or amendment whichever is deemed appropriate by the parties to the agreement.
- h) The following table lists critical dates for each of the parties to this agreement and will be used to guide the land users as they operate/recreate on the land and carry out the strategies and action items contained within this agreement.
- i) In the event that the parties to this agreement cannot come to a consensus upon on a strategy to address any particular issue that may arise, then, the issue shall be documented explaining the reason for lack of agreement and forwarded to SRD. SRD shall make itself familiar with the issue and render a decision under present protocols.

## 9 Critical Dates

Timber Operator		
Spray Lakes Sawmills (1980) Ltd.	early April	Submission of SLS Annual Operating Plan (AOP) of current years activities to SRD
	early May	Annual SLS Open House in Cochrane for viewing of SLS AOP
	June 1	Typical Start Date for harvest operations, road construction and log hauling
Grazing Operators		
Jumping Pound Allotment	March 15	Start of calving season – very limited availability for next two month.
	August 1	Cattle move into allotment
	August 7 to 15	Cattle enter Southpine DU, are present for 4 to 6 weeks
	October 1 to 7	Cattle start to be gathered from allotment, out completely by Nov 1.
Bragg Creek Allotment	March 15	Start of calving season – very limited availability for next two month.
	July 5 to 10	Cattle move into allotment.
	July 27 to 31	Cattle moved from east to west side of allotment.
	September 5 to 10	Cattle moved from west to east side of allotment.
	October 5 to 10	Cattle gathered from allotment and moved out
Elbow Allotment	Last week of June	Cattle move into allotment

	First week of October	Cattle move out of allotment
McLean Creek Allotment	July 1 October 31	Cattle move into allotment Cattle move out of allotment
<b>Fire Smart Partners</b>		
Bragg Creek FireSmart Community Zone Planning Committee		
Alberta Sustainable Resources Development, Southern Rockies Area		
<b>Trail Managers</b>		
Alberta Tourism, Parks, Recreation		
<b>Recreational User Groups</b>		
Greater Bragg Creek Trails Association	March 1	Early building season begins; ideally have season's needed TFAs in place by then.
Calgary Mountain Bike Alliance	March 1	Early building season begins; ideally have season's needed TFAs in place by then.

## 10 Monitoring

- a) All parties agree to carry out monitoring of their own respective uses(grazing distribution, forage utilization, forest regeneration in cutblocks, trail health, related issues).
- b) Level 1 monitoring is accomplished via day-to-day operations of each party.
  - i. Level I monitoring for grazing includes checking utilization of forage in the cutblocks to keep utilization levels below about 30%. It is accomplished during normal day to day operations such as checking fences, gates and livestock, riding, moving salt and range health inspections.
  - ii. Level I monitoring for timber includes following required ASRD standards for forest regeneration monitoring (establishment and performance surveys) which are part of the normal operations of SLS.
  - iii. Level I monitoring for GBCTA / CMBA / TPR includes evaluating trail function and condition to ensure the trails are meeting the needs of users while ensuring user safety and minimizing impacts, particularly on the watershed.
- c) Should Level 1 identify a potential problem that involves another party, then Level 2 will be initiated.
- d) Level 2 monitoring requires the other parties to be contacted immediately to discuss the problem and if required agree upon how the problem will be corrected.
- e) Joint monitoring should be carried out to confirm that the problem has been corrected.

## 11 Endorsement

Approved this 18th day of April, 2011 by:

<u>Eric Lloyd</u> Name	 Signature	<u>Greater Bragg Creek Trails Association</u> Organization
<u>Jordan Dyck</u> Name	 Signature	<u>Spray Lakes Sawmills (1982)</u> Organization
<u>William Bateman</u> Name	 Signature	<u>Bragg Creek Allotment</u> Organization
<u>James Bateman</u> Name	 Signature	<u>Bragg Creek Allotment</u> Organization
<u>John Buckley</u> Name	 Signature	<u>Jumping Pound Allotment</u> Organization
<u>Charlie Fullerton</u> Name	 Signature	<u>McLean Allotment</u> Organization
<u>Milo Munro</u> Name	 Signature	<u>Elbow Allotment</u> Organization
<u>Rod Gow</u> Name	 Signature	<u>Alberta Tourism, Parks and Recreation</u> Organization
<u>Chris Salvador</u> Name	 Signature	<u>Calgary Mountain Bike Alliance</u> Organization
<u>Carol Leriger</u> Name	 Signature	<u>Bragg Creek FireSmart Committee</u> Organization

SRD Endorsement:

Melissa, Schening \_\_\_\_\_ Agrologist, Rangeland Division  
Name Signature SRD Title

Roger Meyer \_\_\_\_\_ Land Use Management Officer, Lands Division  
Name Signature SRD Title

Robert Mueller \_\_\_\_\_ Forester, Forestry Division  
Name Signature SRD Title

## Definitions

**Disturbance** - for the purposes of this agreement this term is an inclusive term meant to include all man made disturbance within the plan area, including but not limited to: roads, trails, pipelines, range improvements, cutblocks, forest regeneration sites, fence lines, seismic lines, leases, prescribed burns.

**Working Landscape** - a relatively new term being used in the area of land management the term “working landscape” refers to a landscape that is healthy and functioning and embraces change while promoting stability and ensuring sustainability.

**Safety** - for the purposes of this agreement, this term applies to construction, design and operational standards and activities employed by all the parties. The parties commit to design and construct infrastructure and operate in a manner that is congruent with the activities of the intended users. All users are responsible for their own personal safety.

## Appendix 1: Calendar of Land Use Activity

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Timber	- harvesting, road construction - planning, surveying (1 to 2 people, OHV)											
				Jun 1 to Apr 1								Jun 1 to Apr 1
												year round
Grazing	- official grazing season - traditional Jumpingpound season											
												Jun 15 to Oct 31
												Aug 1 to Oct 31
Trapping	- all seasons combined together				Oct 1 to mid May							
Hunting	- specific seasons - non-licensed hunting/target shooting											Oct 1 to mid May
												cougar
												black bear
												big game
												cougar
Recreation	- XC skiing, snow shoing - winter hiking, biking, & equestrian on Shell mountain road - summer hiking, biking, equestrian - outdoor experience training - orienteering											
												mid Nov to mid Apr
												mid Nov to mid Apr
												mid Apr to mid Nov
												year round
Trail Building And Maintenance	- surveying - clearing corridor - tread construction, gate & fence installation											
												year round
												Mar 1 to mid Nov
												Jun 1 to mid Nov
												Jan
												Feb
												Mar
												Apr
												May
												Jun
												Jul
												Aug
												Sep
												Oct
												Nov
												Dec

## ***Land Use Activity Timeline Notes***

### **Grazing**

Officially June 15 to Oct 31. Each allotment or Distribution Unit (DU) may have different periods of use within the “official” timeline. In the Jumpingpound Allotment the traditional period of use is August 1 to Oct 15. Knowing individual dates of use may give the plan more flexibility

### **Trapping**

Trapping for carnivores usually runs Oct 1 to the end of Feb.

Trapping for most fur bearing usually runs Oct 15 to end of Jan or Feb.

Trapping for felines usually runs Dec 1 to end of Jan or Feb

Trapping of beaver/muskrat usually runs mid Oct to mid May.

These are all generalities and will depend on species and the trapping regulations of that year, and may change yearly.

### **Hunting**

There is a winter cougar season Dec 1 to possibly as late as end of Feb.

There are big game bow and then rifle seasons from just after the Sept long weekend to end of Nov.

Spring black bear usually runs Apr 1 to May 15.

Non licenced animals can be hunted year round on crown land outside of areas administered by Parks and Rec.

Target shooting is legal on all crown land outside parks and recreation areas.

### **Recreation**

Winter cross country ski and snowshoe activities timing depends on snow conditions, but typically commences about mid November and ends by mid April. During that time frame, there is also considerable hiking and dog walking, as well as limited mountain biking and equestrian activity on Mountain Road. Trail use during the balance of the year is typically characterized by hiking, mountain biking, dog walking and equestrian activities.

Trail construction activities (timing) consists of trail layout (year round), clearing (March to November) summer trail tread construction (June to November) and fence and gate construction (June to November).

Outdoor experience training averages one event per week. Orienteering has some scattered events after August.

Mountain bike races are primarily held in June to Sept on weekends. Adventure and foot races are primarily held in June to Sept on weekends.

### **Harvesting Activities**

Harvesting typically occurs from June 1 to April 1 (10 months). Our log haul usually follows harvesting dates, however there have been occasions when we have hauled in April and May. Log haul activities are subject to provincial weight restrictions and road closures. Road Construction is typically linked with block harvest timing.

### **General Forest Management Activities**

General forest management activities also occur on the FMA year round. Such examples are: growth and yield, block planning layout, access planning layout, establishment surveys, performance surveys and other various tasks may occur at any time throughout the year. These activities would involve 1 to 2 person crews and possible use of quads or snowmobiles. Mitigations would be followed to not impact other users i.e.: current ski trail damage example by 4x4 recreation users.

## **Appendix 2: Proposed Gate and Fencing Agreement**

All parties to this agreement are committed to working collaboratively to ensure effective cattle control measures are implemented and/or maintained in the area covered under this agreement.

For each new trail that crosses a fenced or unfenced grazing allotment boundary, all parties to this agreement will be consulted on the recommended action required.

This could include determining if a new fence is required, selecting the appropriate location for any fence to be constructed including start and end points, and gate requirements (V gates, swing gates, barb wire gates) as well as construction standards to be met (wire type, # of strands, post type and size).

An on-site meeting will be scheduled once each trail is cleared (to provide access) to reach agreement on the specific location, extent and description of the fence and gates. All affected partners to this agreement should be invited to participate in site visits. A final site specific agreement must be approved by directly affected parties, or mitigation options considered will be documented and provided to SRD.

Example:

Fence and gate specifications for \_\_\_\_\_ (location description):

- a) Metal posts will be used for the fencing as supplied and installed by Mr. Morrie Goetjen (optional), from One Time Fencing (please see <http://www.onetimefencing.ca/>).
- b) Barb wire specification is Canadian 4 point. 3 strands will be used.
- c) Swing gate is 5 feet wide (Hi Hog or similar) with chain loop to hold closed.
- d) Sign on swing gate stating: Please keep gate closed June 15th to October 31.
- e) V gate with metal fence posts (2 7/8 inch diameter tubing) with horizontal pressure treated 2 x 6 inch boards.
- f) The location of gates must be on relatively level ground for trail user safety reasons. We also intend to have the fence and gate well marked so that it is highly visible to trail users.

## **Appendix 3: Background for Forest Harvest Activities:**

The Integrated Resource Plan (IRP) forms the long range, strategic plan that defines management objectives and guides management and resource allocation in this area.

The IRP guides the first step of the harvest planning process, the Detailed Forest Management Plan (DFMP). The DFMP defines the net land base, defines the Annual Allowable Cut, establishes the harvest level on a 200 year planning horizon, and establishes the planned harvest sequence for the upcoming 20 years. The DFMP also defines management objectives and strategies. The SLS DFMP is approved by SRD and is renewed every 10 years. The next subsequent levels of harvest planning align with the DFMP: the General Development Plan (GDP) - which is the rolling 5 year plan; the Final Harvest Plan (FHP) - an area specific plan outlining proposed harvest blocks and access; and the Annual Operating Plan (AOP) - which is SLS current year of planned activities.

The GDP, FHP and AOP are subject to the SLS and C5 Harvest Planning and Operating Ground Rules as well as SRD approval for each individual plan. In addition to the planning and approval processes forest planning and harvesting is subject to a number of Acts including: the Forests Act, the Public Lands Act, the Water Resources Act and the Prairie and Forest Protection Act, the Historic Resources Act, the Occupational Health and Safety Act and the Surface Rights Act as well as federal acts including the Navigable Waters and Fisheries Acts.

# **Appendix 4: Partnership Agreement for West Bragg Creek Trails in Kananaskis Country Between the Greater Bragg Creek Trails Association (GBCTA) and Alberta Tourism, Parks and Recreation (TPR)**

## **AGREEMENT**

**THIS AGREEMENT** is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2009

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA  
as represented by the MINISTER OF TOURISM, PARKS, AND  
RECREATION  
(hereafter the "Minister")**

- and -

**GREATER BRAGG CREEK TRAILS ASSOCIATION**

a Society incorporated pursuant to the  
Societies Act (Alberta) (hereafter the "Association")

**WHEREAS** the Minister has responsibility for certain parks, recreation and protected areas;

**AND WHEREAS** the Association desires to benefit the public in respect of West Bragg Creek Trails in Kananaskis Country (the "Site");

**NOW THEREFORE** in consideration of their mutual promises, the Association and the Minister agree as follows:

### **Article 1 - Term**

1.1 The term of this Agreement (the "Term") begins on the 1st day of January, 2009 and expires at the close of the 31st day of December, 2018.

### **Article 2 – Purposes of the Association**

2.1 The Association shall partner with the Minister at the Site to pack and establish set ski

tracks on designated trails and also assist with other aspects of trail maintenance, planning and development under the supervision of Kananaskis Country staff.

- 2.2 The Association is not an employee, agent or contractor of the Minister and is an independent organization.
- 2.3 The Association shall provide the Minister with copies of all information intended to be used by the Association at the Site and shall refrain from using any information to which the Minister objects.
- 2.4 With respect to the Association's activities at the Site, the Association agrees to consult with, advise, and accept decisions from the Minister's representatives in respect of the Association's activities at the Site, subject to the provisions of Clause 3.5. Activities of the Association at the Site are subject to the Minister's approval.
- 2.6 The Association shall ensure that its representatives (which term includes members, volunteers, employees, agents and contractors) at the Site provide a good quality of public service and refrain from anything that would negatively affect the reputation and enjoyment of the Site. The Association shall ensure that its representatives are knowledgeable about the Site and permitted conduct in respect of the Site.

### **Article 3 – Conduct of the Association**

- 3.1 The Association shall maintain itself in good standing under the Alberta *Societies Act* and shall comply with all applicable statutes and regulations.
- 3.2 This Agreement is not intended to result in any private financial benefit for any member of the Alberta Public Service, any member of the Legislative Assembly of Alberta or any member of the Association.
- 3.3 The Minister shall designate a representative for the purposes of this Agreement. The Association shall deal directly with the representative of the Minister. The initial representative of the Minister is Conservation Officer, Bill O'Connor, E-mail at [Bill.OConnor@gov.ab.ca](mailto:Bill.OConnor@gov.ab.ca), or telephone at (403) 949-4941.
- 3.4 The Association shall designate an officer of the Association to represent the Association in its dealings with the Minister. The initial representative of the Association is Bruce Barker, Director E-mail at [bruce@haywirecreative.ca](mailto:bruce@haywirecreative.ca), or telephone at (403) 949-0070.
- 3.5 If the Association disputes a decision or direction of the representative of the Minister, the Association shall promptly give the representative of the Minister written notice of the objection and detailed reasons for the objection. The representative of the Minister shall promptly respond in writing. The Association may appeal the decision of the representative of the Minister by giving prompt notice of the decision, the objection, the

response of the representative of the Minister and detailed reasons for the appeal to the Area Manager. The Association agrees that the decision of the Area Manager is final.

- 3.6 Employees of the Department of Tourism, Parks and Recreation may be members of the Association, however employees who have direct employment responsibilities in respect of the Site, shall not serve as officer or directors of the Association; shall not negotiate or execute contracts on behalf of the Association; shall not issue cheques or make payments on behalf of the Association; shall not be paid by the Association, and shall not serve as designates of the Association in dealings with the Minister.

#### **Article 4 – Space for the Association at the Site**

- 4.1 The Association agrees that the Minister is not responsible for property of the Association kept at the Site.

#### **Article 5 – Hold Harmless and Insurance**

- 5.1 The Association agrees to indemnify and hold harmless the Minister from any and all third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which the Association is legally responsible, including those arising out of negligence or wilful acts by the Association or the Association's employees or agents.

- 5.2 The Minister agrees to indemnify and hold harmless the Association from any and all third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which the Minister is legally responsible, including those arising out of negligence or wilful acts by the Minister or the Minister's employees or agents.

- 5.3 These hold harmless provisions shall survive this Agreement.

- 5.4 The Association shall

- a) at its own expense and without limiting its liabilities herein, insure its operations under a contract of General Liability Insurance, in accordance with the Alberta Insurance Act, in an amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof. Such insurance shall include blanket contractual liability, non-owned automobile liability, employees and volunteers as additional insureds, and tenant's/occupier's legal liability in an amount suited to the Occupier's occupancy of the Site;
- b) maintain Liability Insurance on all vehicles owned, operated or licensed in the name of the Association in an amount not less than \$1,000,000;

- c) ensure that each policy of insurance required above is endorsed to provide the Minister with 30 day advance written notice of cancellation or material change restricting coverage; and
- d) As evidence of all required insurance, certificates of insurance shall be provided to the Minister prior to the commencement of work under this Agreement, and annually thereafter. Certified true copies of the policies shall be provided promptly upon request.

## **Article 6 –Operations and Safety**

- 6.1 The Association is responsible for recruiting and coordinating volunteers in support of grooming and maintenance of cross country ski trails at the Site.
- 6.2 During work operations at the Site, volunteers are under the supervision and direction of Kananaskis Country staff. Volunteers are required to have a completed and signed Volunteer Agreement with the Ministry, prior to any work commencement. The term of these Volunteer Agreements with the Ministry will normally be for a one year period renewed annually.
- 6.3 All signed Volunteer Agreements with the Ministry, shall be forwarded to the Friends of Kananaskis Country for central record keeping and reporting. A complete and up-to-date record is to be kept of all volunteer trail activities (see Schedule A Record Form) by the Association and a copy provided annually at the end of the ski season to the Friends of Kananaskis Country.
- 6.4 The Association will provide, operate and insure at its own expense, a suitable snowmobile complete with groomer and associated equipment (e.g. helmets) necessary for safe and effective operation by volunteers.
- 6.5 The Association shall keep any equipment, materials, supplies and tools of the Minister, that are in the custody of the Association, in secure storage when not in use and shall ensure that the items are used only for the purposes for which the items are designed or intended and that the items are properly maintained.
- 6.6 All volunteers who operate a snowmobile within Kananaskis Country are required to possess a valid Snowmobile Operators Certificate. Kananaskis Country staff will facilitate up to four (4) volunteers annually to take the Snowmobile Operators course.
- 6.7 Kananaskis Country staff will lead all Occupational Health and Safety compliance components for volunteer involvement in grooming and maintenance activities at the Site. These efforts will be reviewed and updated annually by Kananaskis Country staff in consultation with the Association and volunteers. Kananaskis

Country will supply volunteers appropriate emergency communication devices for use during operations.

- 6.8 A member of the Association will act as the operational contact person for the volunteers and will ensure that good communication is maintained between the volunteers and Kananaskis Country maintenance staff at the Elbow Field Office (403-949-4941).
- 6.9 Prior to work commencement, upon completion and in compliance with Kananaskis Country Working Alone guidelines, volunteers will contact the Elbow staff to inform them of their work status, trail conditions and other general observations.
- 6.10 Elbow staff will advise the volunteer operational contact person whenever they are grooming the West Bragg Trails.
- 6.11 There will be at least one annual meeting between Kananaskis Country staff and Association volunteers, normally held in late October. This meeting will be to review roles, expectations and requirements for the upcoming season, to discuss any issues or concerns relating to trails management in this vicinity and to ensure good communication with all concerned. Any required amendments to this Agreement can also be discussed at this time. Additional either party can request a meeting at any time during the season, if required.
- 6.12 Kananaskis Country staff has the authority and responsibility for public safety at the Site may occasionally have to close the parking lot, trails or portions of the trails until the danger or threat have passed. (E.g. temporary fire hazard or flood damage).
- 6.13 The Association shall immediately inform the Minister of accidents and unsafe conditions or activities at the Site that come to the Association's attention.
- 6.14 The Association, the Minister, Alberta Sustainable Resource Development (ASRD) and other interested stakeholders will develop a long term plan for the West Bragg Creek Trail System for all season non-motorized use.
- 6.15 The Association will obtain a valid Temporary Field Authorization from ASRD for the operation of motorized vehicles on trails on Public Land within the site. It is understood that ASRD will grant this authorization with appropriate conditions, annually, for the term of this Agreement.

## **Article 7 - General Provisions**

- 7.1 Either Party may terminate this Agreement by giving the other Party not less than 90 days prior written notice.

- 7.2 Nothing in this Agreement requires the Minister to keep the Site open or to operate the Site in a particular way.
- 7.3 The Association acknowledges that the Government of Alberta has passed the *Freedom of Information and Protection of Privacy Act* (the "Act"). All documents submitted by the Association to the Minister under this Agreement become the property of the Minister and subject to the provisions of the Act.
- 7.4
  - a) Except for negligence of the Minister causing direct loss, the Minister is not liable for any damage, expense or loss of the Association from any cause including strikes, acts of God, vandalism or other interference with the Association, the Association's assets or the Site.
  - b) If, in the opinion of the Minister, temporary closure of the Site is advisable for any reason including concerns in respect of wind, flood, fire hazard, pollution or public safety then the Association shall promptly co-operate in the closure of the Site and the Minister shall not be liable for any damage, expense or loss of the Association as a result of the closure.
- 7.5 No waiver by the Minister of any breach of this Agreement is binding unless given in writing. No waiver of any breach of this Agreement shall constitute a waiver of any further breach.
- 7.6 The Association shall not assign, transfer, mortgage, sublicense or grant any of its rights under this Agreement without the prior written consent of the Minister, which consent may be withheld for any reason.
- 7.7 In this Agreement, unless the context requires otherwise, the singular includes the plural and vice versa, and the masculine gender includes the feminine and neuter genders and vice versa.
- 7.8 The captions and headings in this 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 this Agreement.
- 7.9 This Agreement shall be interpreted according to the laws of the Province of Alberta.
- 7.10 Wherever this Agreement refers to legislation, that reference includes any subsequent legislation.
- 7.11 If any part of this Agreement is found to be unenforceable, that part shall be considered separate and severable and the other parts shall remain enforceable to the fullest extent permitted by law.

## **Article 8 – Notice**

- 8.1 Any notice, direction, consent or request given by the Association or the Minister shall be in writing and delivered to the address noted below or the address in Alberta substituted by written notice.

a) TO THE MINISTER

Dave Nielsen, Director  
Kananaskis Country  
201 & 800 Railway Avenue  
Canmore, AB  
T1W 1P1

b) TO THE ASSOCIATION

Bruce Barker  
Greater Bragg Creek Trail Association  
P.O. Box 1379  
Bragg Creek, AB  
T0L 0K0

- 8.2 Notwithstanding any other provision of this Agreement, any notice, direction, consent or request to be given by the Minister to the Association is properly given if it is given to the Association's designated contact person or posted in a conspicuous place on the Site or attached to space occupied by the Association at the Site.

**IN WITNESS WHEREOF** the Minister and the Association have executed this Agreement as of the date first above written.

Signed on behalf of Her Majesty the Queen in Right of the Province of Alberta by an authorized representative of the Minister of Tourism, Parks and Recreation.

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Witness Signature

---

Minister's Representative

---

Witness - Print Name

---

Print Name

---

Date

SIGNED by a duly authorized signatory of

---

Print Name of Association

---

Witness Signature

---

Authorized Signatory

---

Witness - Print Name

---

Print Name and Position

---

Date

## **Appendix 5**

### **Proposed Agreement for Summer Trails 4b i and 4b ii – Version 2011 05 02**

All parties to this agreement are committed to working collaboratively to ensure concerns are addressed through the implementation of effective mitigation measures for the subject two trails.

#### **Trail 4b i Concerns and Mitigations:**

1. Cattle containment concern: Trail 4b i will cross a fenced grazing allotment boundary. Also the Spray Lakes Sawmills (SLS) planned logging road will also cross the same grazing allotment boundary.  
Mitigations: The Greater Bragg Creek Trails Association (GBCTA) will ensure that a V . gate (see attached diagram) and 8 foot wide by 4 foot high swing gate (Hi-Hog or equivalent, please see below for specifications) and associated new signage are installed where trail 4b i crosses the existing fenced grazing allotment boundary. SLS will install a barb wire gate where their planned logging road crosses the grazing allotment boundary, when their logging road is built.
2. Cattle containment concern: Cattle control may be needed at the trail 4b i bridge site over Iron Springs Creek. A site visit will be scheduled to assess this issue once the snow melts. Possible mitigations, if necessary, include off site cattle watering, fencing and gates or a board-walk to protect the watershed.
3. Overlap concern . Trail 4b i overlaps planned firesmart blocks 0756, 0698, 0523, 3218, 3249 and planned access: Mitigation: It is best to keep new trails on the edge of logging blocks to minimize regeneration damage, reduce visual impact of logging on trail users and reduce trail rerouting that may be required in the future due to subsequent logging. The GBCTA will strive to do this wherever possible.
4. Regeneration Damage Concern . Trail 4b i planned route goes through regenerating cut-blocks (11-6, 6-8, 5-10): Mitigation: It is best to keep new trails on the edge of logging blocks to minimize regeneration damage, reduce visual impact of logging on trail users and reduce trail rerouting that may be required in the future due to subsequent logging. The GBCTA will strive to do this wherever possible.
5. Increased environmental footprint concern with proposed trail 4b i where it is mostly new disturbance: Mitigation: Trail 4b i largely follows existing unofficial routes and with a cleared width of 5 feet has a negligible increased environmental footprint.
6. Concern of outdated gates and signage on Iron Springs and Elbow Trails: Mitigation: The GBCTA will review existing gates and associated signage on Elbow and Iron Springs Trails for potential upgrading.

#### **Trail 4b ii Concerns and Mitigations:**

1. Safety Concern as trail 4b ii would go through planned block 3218 and cross planned logging access roads: Mitigation: Signage to indicate logging hazard to recreation users will be installed prior to logging.
2. Damage to regenerating cut-blocks as trail 4b ii would go through several old regenerating cut-blocks. (6-8, 8-10, 9-9B, 7-9A): Mitigation: It is best to keep new trails on the edge of logging blocks to minimize regeneration damage, reduce visual impact of logging on trail users and reduce trail rerouting that may be required in the future due to subsequent logging. The GBCTA will strive to do this wherever possible.
3. Erosion risk concern - approximately 290m of trail, in block 3218, (according to LiDAR) has an average slope of 17%: Mitigation: The GBCTA will ensure the final detailed trail 4b ii layout results in a maximum slope of 15% with a desired slope of 10% as per the trail design specifications.

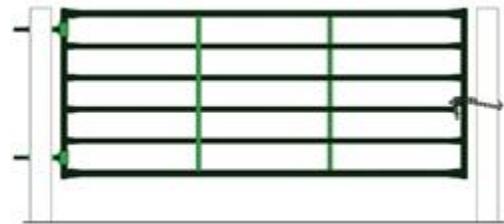
All parties to this agreement will be invited by the GBCTA to an on-site meeting, once the snow melts, to address any outstanding issues or details related to the subject trails.

Approved this 2nd day of May, 2011 by:

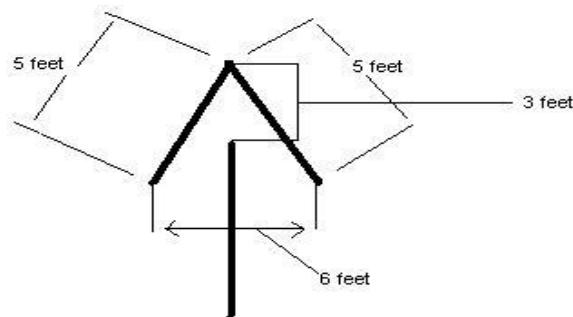
<u>Eric Lloyd</u> Name	 Signature	<u>Greater Bragg Creek Trails Association</u> Organization
<u>Jordan Dyck</u> Name	Signature	<u>Spray Lakes Sawmills (1982)</u> Organization
<u>William Bateman</u> Name	Signature	<u>Bragg Creek Allotment</u> Organization
<u>James Bateman</u> Name	Signature	<u>Bragg Creek Allotment</u> Organization
<u>Charlie Fullerton</u> Name	Signature	<u>McLean Creek Allotment</u> Organization
<u>Pat Ronald</u> Name	Signature	<u>Alberta Tourism, Parks and Recreation</u> Organization

#### **Swing Gate Specifications: (Hi-Hog Corral 6-Bar Gates):**

- The top, bottom, and end verticals are constructed of 1.9+ OD, 14 ga.tubing
- Interior horizontal are constructed of 1.5+OD, 16 ga.
- For added strength 1.25+x 3/16+steel flat bar is welded on alternate faces of the gate
- Collar hinges come with 13+of 1+diameter all-thread
- The end verticals are coned to eliminate sharp edges
- Gates come complete with 48+of 1/4+chain & chain latch
- Swing gates will be 8 feet wide by 4 feet tall.



#### **V-Gate Design and Dimensions:**



Measurement are from the center of the posts, rails are on the inside of the "V". Will not contain calves under 400 lbs aprox.

## **Appendix 6**

### **Agreement for Summer Trails - Version 2011 05 02**

#### **For Trails 3 i, 3 iii, 3 iv, 4a i, 4a ii, 4a iii, 4a iv, 4a v, 4b iii and 4b vi**

All parties to this agreement are committed to working collaboratively to ensure concerns are addressed through the implementation of effective mitigation measures for the subject trails.

#### **Trail Concerns and Mitigations:**

1. Cattle containment concern: Trail 3 iii will cross an unfenced grazing allotment boundary. Mitigations: The Greater Bragg Creek Trails Association (GBCTA) will ensure that a fence (see below for details), V . gate (see attached diagram) and 8 foot wide by 4 foot high swing gate (Hi-Hog or equivalent, please see below for specifications) and associated new signage are installed at a mutually agreeable location.
2. Cattle containment concern: Trail 4b vi will cross an unfenced grazing allotment boundary. Mitigations: The Greater Bragg Creek Trails Association (GBCTA) will ensure that a fence (see below for details), V . gate (see attached diagram) and 8 foot wide by 4 foot high swing gate (Hi-Hog or equivalent, please see below for specifications) and associated new signage are installed at a mutually agreeable location.
3. Cattle containment concern: Trail 4b iii will cross an unfenced grazing allotment boundary. Mitigations: The Greater Bragg Creek Trails Association (GBCTA) will ensure that a fence (see below for details), V . gate (see attached diagram) and 8 foot wide by 4 foot high swing gate (Hi-Hog or equivalent, please see below for specifications) and associated new signage are installed at a mutually agreeable location.
4. Overlap concern . Trail 3 i overlaps planned firesmart blocks 1360 and 1323 and planned access: Mitigation: It is best to keep new trails on the edge of logging blocks to minimize regeneration damage, reduce visual impact of logging on trail users and reduce trail rerouting that may be required in the future due to subsequent logging. The GBCTA will strive to do this wherever possible.
5. Overlap Concern, Regeneration Damage Concern, High Cattle use trail . Trail 4a i overlaps planned firesmart blocks 1360 and 2422 and will go through regenerating cut-block (83-39): Mitigation: It is best to keep new trails on the edge of logging blocks to minimize regeneration damage, reduce visual impact of logging on trail users and reduce trail rerouting that may be required in the future due to subsequent logging. The GBCTA will strive to do this wherever possible. Due to the increase of vegetation after logging and the trail running through the middle of these cutblocks, cattle may use and damage trails. Relief areas off the trails may need to be constructed to allow cattle to get off the trails.
6. Overlap Concern, Regeneration Damage Concern . Trail 4a ii overlaps planned firesmart block 2422 and will go through regenerating cut-block (84-40). Mitigation: It is best to keep new trails on the edge of logging blocks to minimize regeneration damage, reduce visual impact of logging on trail users and reduce trail rerouting that may be required in the future due to subsequent logging. The GBCTA will strive to do this wherever possible.
7. The GBCTA will work with TPR to close the west side of Telephone Loop Ski Trail for summer use, once the new summer trails are constructed in this area. This is expected to minimize recreational impacts on both cattle grazing and the watershed that could have been caused by summer use of the west side of Telephone Loop Ski Trail.
8. Trail 4a v - The NW portion of the trail that parallels the Jumping Pound and Bragg Creek allotment boundary will be kept south of the allotment boundary to minimize the possibility of cattle crossing that

allotment boundary. This situation will be monitored to determine if a fence or gate is needed.

9. SLS will look at potentially leaving access road 2422 partially open to allow for cattle travel, after logging.
10. Overlap concern . Trail 4a iii overlaps planned firesmart blocks 2422 and 2454 and planned access:  
Mitigation: It is best to keep new trails on the edge of logging blocks to minimize regeneration damage, reduce visual impact of logging on trail users and reduce trail rerouting that may be required in the future due to subsequent logging. The GBCTA will strive to do this wherever possible.
11. Cattle Containment Concern . Trail 4a iv will cross an unfenced grazing allotment boundary. Mitigations: The Greater Bragg Creek Trails Association (GBCTA) will ensure that a fence (see below for details), V. gate (see attached diagram) and 8 foot wide by 4 foot high swing gate (Hi-Hog or equivalent, please see below for specifications) and associated new signage are installed at a mutually agreeable location. Firesmart blocks 2422 and 2467 also cross this unfenced boundary. SLS, the GBCTA, TPR and allotment holders will assess the situation in the field to determine appropriate containment solutions.
12. Overlap Concern, Regeneration Damage Concern . Trail 4a iv overlaps planned firesmart blocks 2422 and 2672. Trail 4a iv will also go through regenerating cut-blocks (20, 23, and 86-42). Mitigation: It is best to keep new trails on the edge of logging blocks to minimize regeneration damage, reduce visual impact of logging on trail users and reduce trail rerouting that may be required in the future due to subsequent logging. The GBCTA will strive to do this wherever possible.
13. East side of Telephone Trail . possible rerouting and upgrading solutions will be assessed during a field visit between the affected parties.
14. Further written agreements will be developed and signed based on the results of the upcoming field visits, however SRD construction approval for the subject trails is needed in order to enable trail clearing which will provide access for several field visits by the parties.

All parties to this agreement will be invited by the GBCTA to on-site field visits, once the snow melts and access is available, to address any outstanding issues or details related to the subject trails.

Approved this 2nd day of May, 2011 by:

<u>Eric Lloyd</u> Name	 Signature	<u>Greater Bragg Creek Trails Association</u> Organization
<u>Jordan Dyck</u> Name	 Signature	<u>Spray Lakes Sawmills (1982)</u> Organization
<u>William Bateman</u> Name	 Signature	<u>Bragg Creek Allotment</u> Organization
<u>James Bateman</u> Name	 Signature	<u>Bragg Creek Allotment</u> Organization
<u>John Buckley</u> Name	 Signature	<u>Jumping Pound Allotment</u> Organization
<u>Milo Munro</u> Name	 Signature	<u>Elbow Allotment</u> Organization

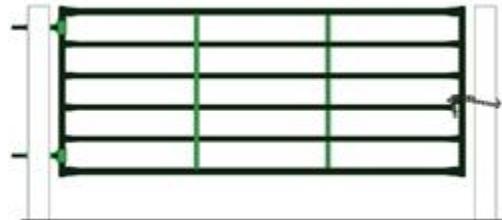
<u>Chris Salvador</u>	<hr/>	<u>Calgary Mountain Bike Alliance</u>
Name	Signature	Organization
<u>Charlie Fullerton</u>	<hr/>	<u>McLean Creek Allotment</u>
Name	Signature	Organization
<u>Pat Ronald</u>	<hr/>	<u>Alberta Tourism, Parks and Recreation</u>
Name	Signature	Organization
<u>Carol Leriger</u>	<hr/>	<u>Bragg Creek FireSmart Committee</u>
Name	Signature	Organization
<u>Rick Arthur</u>	<hr/>	<u>SRD - Bragg Creek FireSmart Committee</u>
Name	Signature	Organization

### **Fencing and Gate Details:**

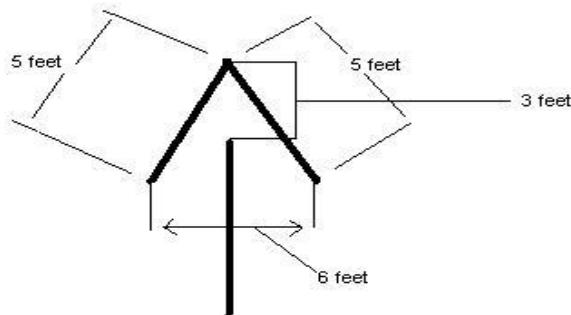
- a) Metal posts will be used for the fencing as supplied and installed by Mr. Morrie Goetjen (optional), from One Time Fencing (please see <http://www.onetimefencing.ca/>).
- b) Barb wire specification is Canadian 4 point. 3 strands will be used.
- c) Sign on swing gate stating: Please keep gate closed June 15th to October 31.
- d) V gate with metal fence posts (2 7/8 inch diameter tubing) with horizontal pressure treated 2 x 6 inch boards.
- e) The location of gates must be on relatively level ground for trail user safety reasons. We also intend to have the fence and gate well marked so that it is highly visible to trail users.

### **Swing Gate Specifications: (Hi-Hog Corral 6-Bar Gates):**

- The top, bottom, and end verticals are constructed of 1.9+ OD, 14 ga.tubing
- Interior horizontal are constructed of 1.5+OD, 16 ga.
- For added strength 1.25+x 3/16+steel flat bar is welded on alternate faces of the gate
- Collar hinges come with 13+of 1+diameter all-thread
- The end verticals are coned to eliminate sharp edges
- Gates come complete with 48+of 1/4+chain & chain latch
- Swing gates will be 8 feet wide by 4 feet tall.



### **V-Gate Design and Dimensions:**



Measurement are from the center of the posts, rails are on the inside of the "V". Will not contain calves under 400 lbs approx.