

DRAFT

PARK OPERATOR AGREEMENT

For South Okanagan/Boundary

Between:

**HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA, AS REPRESENTED
BY THE MINISTER RESPONSIBLE FOR THE *PARK ACT***

And:

**QUALITY RECREATION LTD (BC0667449),
2003-28th CRESCENT, VERNON, BC V1T 1V1**

July 27, 2015

PARK USE PERMIT NO.: 108004

THIS PARK OPERATOR AGREEMENT is dated for reference the 14 day of August, 2015.

BETWEEN:

QUALITY RECREATION LTD., 2003-28th Crescent, Vernon, BC V1T 1V1 a British Columbia company,

(the “**Operator**”)

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, REPRESENTED BY THE MINISTER RESPONSIBLE FOR THE PARK ACT, Parliament Buildings, Victoria, British Columbia

(the “**Province**”)

In consideration of the premises, covenants, representations, warranties and remuneration specified in this Agreement the Parties agree as follows:

ARTICLE 1 – INTERPRETATION AND GENERAL MATTERS

1.1 Definitions

Unless otherwise provided in this Agreement capitalized terms have the meanings given to those terms in Schedule 1. In addition, capitalized terms defined elsewhere in this Agreement have the meanings so given to them.

1.2 Interpretation

In this Agreement, unless expressly stated to the contrary:

- a) the terms “this Agreement”, “hereof”, “hereunder”, “hereto” and similar expressions refer, unless otherwise specified, to this Agreement taken as a whole and not to any particular Article, Section, Subsection, paragraph, clause or other portion of this Agreement;
- b) words importing the singular number only will include the plural, and vice versa, and words importing gender will include all genders;
- c) words and phrases denoting inclusiveness (such as “including” or “includes”), whether or not stated as being without limitation, are not limited by their context or the words or phrases which precede or succeed them; and

- d) any reference to a statute will be deemed to refer to the statute and its regulations in force at the date of this Agreement, as the same may be subsequently amended, expanded, supplemented or replaced from time to time.

1.3 Acting Reasonably

Any requirement set forth in this Agreement for the Operator to act reasonably, use reasonable efforts, or any variations thereof, will mean the use of all reasonable commercial efforts having regard to the surrounding circumstances, unless specifically provided otherwise. Any requirement set forth in this Agreement for the Province to act reasonably, use reasonable efforts, or any variations thereof, will not require the Province to act in a manner that is contrary to, or is inconsistent with, any other policies, directives, executive directions, Treasury Board decisions, guidelines, rules, regulations, legislation or other determinations of the Province.

1.4 Accounting Policy

In this Agreement all references to “GAAP” refer, unless otherwise specified, to generally accepted accounting principles from time to time approved by the Canadian Institute of Chartered Accountants (or any applicable successor institute thereto) as at the date on which such calculation is made or required to be made, consistently applied. Unless otherwise provided in this Agreement, all accounting, record keeping, book keeping and other actions of the Operator contemplated in this Agreement will be performed and carried out in a manner that is consistent with GAAP.

1.5 Calculation of Time Periods

Unless otherwise specified in this Agreement, when calculating the period of time within or following which any act is to be done or any step taken, the date that is the reference date for starting the calculation of such period will be excluded and the final date for completing such act or step will be included.

1.6 Time

Time will be of the essence of this Agreement.

1.7 Schedules

The following Schedules form part of this Agreement:

- Schedule 1: DEFINITIONS
- Schedule 2: OPERATING AREAS
- Schedule 3: LEVELS OF SERVICE
- Schedule 4: SERVICES
- Schedule 5: FACILITY SPECIFICATIONS
- Schedule 6: LIQUIDATED DAMAGES
- Schedule 7: FINANCIAL MATTERS
- Schedule 8: SERVICE PLUS
- Schedule 9: PRIVACY PROTECTION

ARTICLE 2 – REPRESENTATIONS AND WARRANTIES

2.1 Operator Representations and Warranties

The Operator represents and warrants to the Province, on the execution of this Agreement and at all times during the Term, that:

- a) all information, statements, documents and reports furnished or submitted by the Operator to the Province in connection with this Agreement, including as part of any competitive process resulting in this Agreement being entered into, are in all material respects true and correct;
- b) the Operator has, and will maintain, sufficient trained staff, facilities, materials, appropriate equipment and Approved Subcontractors in place and available to enable the Operator to fully perform the Services;
- c) the Operator holds, and will continue to hold, all permits, licences, approvals and statutory authorities issued by any Governmental Authority that are necessary for the performance of the Operator's obligations under this Agreement;
- d) the Operator has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Operator;
- e) this Agreement has been legally and properly executed by, or on behalf of, the Operator and is legally binding upon and enforceable against the Operator in accordance with its terms;
- f) the Operator is not in breach of any statute, regulation, or bylaw applicable to the Operator or its operations;
- g) the Operator has independently reviewed all labour relations issues and is compliant with requirements related to the Operator's obligations under this Agreement;
- h) the Operator is not a party to, or threatened with, any litigation and has no knowledge of any claims against it that would materially affect its undertaking or financial condition;
- i) the Operator has good, safekeeping, marketable title to and possession of assets required for the performance of the Services, free and clear of all liens, charges or encumbrances;
- j) each Operating Year the Operator will deliver to the Province, certification by a senior officer that all of the Operator's representations and warranties remain true and correct and that the Operator is not in default of this Agreement;

- k) the Operator has no knowledge of any fact that materially adversely affects or, so far as it can foresee, might materially adversely affect its properties, assets, condition (financial or otherwise), business, operations or its ability to fulfil its obligations under this Agreement;
- l) the observance and performance of the terms and conditions of this Agreement, will not constitute a breach by the Operator of, or a default by the Operator, under
 - i. any statute, regulation or bylaw of Canada or of the Province of British Columbia applicable to or binding on the Operator,
 - ii. the Operator's constating documents, or
 - iii. any contract or agreement to which the Operator is a party;
- m) the Operator has no knowledge of any untrue or incorrect representation or assurance, whether verbal or written, given by the Operator, its directors or officers, to the Province in connection with this Agreement; and
- n) the Operator is and will remain registered as an employer under the *Workers Compensation Act* under registration number^{s.21}

2.2 Operator Acknowledgements

The Operator acknowledges and agrees that:

- a) the Province is under no obligation, express or implied, to provide financial assistance or to contribute toward the Operator's cost of operating, maintaining, repairing, replacing, servicing, creating or developing any Operating Area or any Facilities;
- b) unless the Province otherwise agrees in writing, the Operator is solely responsible for all costs and expenses associated with the Operator's use of the Operating Areas and the Facilities for the purposes set out in this Agreement;
- c) the Province is under no obligation to provide access or services to the Operating Areas or to maintain or improve existing access roads;
- d) the Province may, in relation to an Operating Area, issue to other entities permits or authorizations under the *Park Act*, and the Operator will make no claim for compensation, in damages or otherwise, in respect of any such permit or authorization where the permit or authorization does not materially affect the rights and obligations of the Operator under this Agreement; and the Operator will be solely responsible for all costs, direct or indirect, that it may incur as a result of any such permit or authorization;
- e) the Province may, from time to time, on prior written notice to the Operator, appoint a third party contractor as the Prime Contractor in connection with works and activities that may be undertaken and performed at any location or locations in the

Operating Area, for a period of time. These works and activities will not be any works or activities that the Operator undertakes pursuant to this Agreement but will be primarily construction activities taking place within or close to an Operating Area and may therefore overlap with the operations of the Operator. Such works and activities, location(s), and period(s) of time will be specified and defined by the Province in the written notice. The Operator will cooperate in good faith with the designated Prime Contractor for such works and activities. On conclusion of the works and activities referenced in this section, the Province will deliver written notice to the Operator and thereupon the Operator will resume the responsibilities of the Prime Contractor in connection with the Operating Area;

- f) the Province may, from time to time, upon written notice to the Operator, undertake marketing or other Park events at any location or locations in the Operating Area, for a period of time.
- g) the Province makes no representation or warranty as to the nature, timing, quality, quantity or volume of Services required from the Operator under this Agreement, including the number of Park Visitors, the volume of business or any other measurable matter that the Operator will be required to deal with in providing the Services;
- h) prior to entering into this Agreement the Operator has conducted its own due diligence regarding the services historically performed by or on behalf of the Province, and how they may relate to the activities that the Operator will undertake in performing the Services;
- i) the Province has advised the Operator that any historic information with respect to the Services or such related business, including any particular type of transaction or other measurable matter, may not be representative of the future nature, timing, quality, quantity or volume of Services that the Operator will have to provide, nor of the volume of business or any particular type of transaction or other measurable matter that the Operator may have to deal with in connection with this Agreement;
- j) the Operator is only to provide or participate in reservation services as authorized by the Province; and
- k) at any time during the Term:
 - i. the Province may make changes to the Discover Camping™ reservation inventory for any Operating Area; and
 - ii. the Operator may not make any changes to the Discover Camping™ reservation inventory for any Operating Area without approval from the Province.

2.3 Material Representations

All representations, warranties, covenants and agreements made in this Agreement and all certificates and other documents delivered by, or on behalf of, the Operator are material and will be conclusively deemed to have been relied upon by the Province, notwithstanding any prior or subsequent investigation by the Province.

2.4 Continuation

The provisions of sections 2.1 and 2.2 will continue in full force and effect notwithstanding the fulfilment by the Operator of any or all of its obligations under this Agreement or the payment by the Province to the Operator of any or all of the monies that the Province becomes liable to pay to the Operator pursuant to this Agreement.

ARTICLE 3 – TERM

3.1 Term

The Term of this Agreement commences on the Commencement Date and terminates on March 31, 2025 or such earlier date as is provided for in this Agreement.

ARTICLE 4 – SERVICES

4.1 Overview of Services

The Operator will provide to the Province the following services from and after the Commencement Date or from and after such other date as may be indicated in this Agreement, upon the terms and conditions set forth in this Agreement (collectively, the “**Services**”):

- a) the services described in Schedules 3, 4 and 5;
- b) Preventative Maintenance as described in sections 4.2, 4.3, 4.4 and Schedule 4 and 5;
- c) Service Plus, to the extent that the Parties agree to the provision of such services in accordance with Schedule 8; and
- d) all such other services as set forth or otherwise described in this Agreement.

4.2 Preventative Maintenance Plan

The Operator will deliver to the Province a Preventative Maintenance Plan satisfactory to the Province:

- a) no later than 60 days after the Commencement Date, for the first Operating Year of the Term; and
- b) between November 1st and December 31st of each subsequent Year for the following Operating Year of the Term.

4.3 Preventative Maintenance Approval

Within 30 working days of receiving the Preventative Maintenance Plan, the Province will advise the Operator whether the Preventative Maintenance Plan is satisfactory to the Province and, if it is not satisfactory, in what respects the Province requires the Operator to revise the Preventative Maintenance Plan.

4.4 Resolution to Omitted Preventative Maintenance Plans

If the Operator does not deliver the Preventative Maintenance Plan to the Province by the date specified in section 4.2, the Province may require the Operator to comply with a Preventative Maintenance Plan prepared by the Province.

ARTICLE 5– CHANGES AFFECTING SERVICES

5.1 Changes Affecting Services

Where an action by the Province, other than an amendment to Recreation User Fees or to Taxes, materially affects either the Operator's costs of providing the Services or the revenue generated from Fees, either Party may seek an amendment to the Agreement by providing details of the consequences of the action to the other party and upon receipt of such a request the Parties will negotiate, in good faith and with due consideration for any impact on Park Visitors, a mutually satisfactory amendment within 90 days of the request, unless an alternate time period is mutually agreed upon. In the event the Parties fail to agree on an amendment within the agreed time frame the Parties may resort to the remedies identified in this Agreement.

ARTICLE 6 – CHANGES TO RECREATION USER FEE REGULATIONS AND POLICY

6.1 Recreation User Fee Increase

If a Recreation User Fee Change made during the Term results in a projected increase in the revenue generated from Fees (based on the previous 3 years' attendance averages as recorded in the Parks Attendance and Revenue System), the full value of the projected increase will be used to either reduce the payment made by the Province to the Operator or to increase the payment made by the Operator to the Province, whichever is applicable as set out in Schedule 7, except where the Province otherwise notifies the Operator in writing.

6.2 Recreation User Fee Decrease

If a Recreation User Fee Change made during the Term results in a projected decrease in the revenue generated from Fees (based on the previous 3 years' attendance averages as recorded in the Parks Attendance and Revenue System), the full value of the projected decrease will be used to either increase the payment made by the Province to the Operator or to decrease the payment made by the Operator to the Province, whichever is applicable as set out in Schedule 7, except where the Province otherwise notifies the Operator in writing.

ARTICLE 7 – OPERATOR OBLIGATIONS

7.1 Covenants

At all times during the Term the Operator will:

- a) use and occupy the Operating Area only in accordance with, and for the purposes set out in, this Agreement;
- b) observe and comply with all laws, rules, regulations of any Government Authority, including the Policies and provincial standards as they affect the Operating Area, Facilities or the provision and performance of the Services;
- c) not commit any wilful or voluntary waste, spoil or destruction in or on the Operating Area or do anything that may become a hazard, nuisance or annoyance to an owner or occupier of land in the vicinity of the Operating Area;
- d) not interfere with the lawful activities of other parties who use or occupy the Operating Area except as may be expressly permitted or authorized under this Agreement;
- e) permit the Province or its authorized representatives to enter the Operating Area at any time to inspect the Operating Area and the Facilities;
- f) punctually pay as they become due all invoices, accounts, expenses, wages, salaries, Taxes, levies, rates, fees, contributions and assessments related to any of the Operator's activities and obligations under this Agreement, including payments to Subcontractors;
- g) observe, perform and comply with each of the Operator's covenants, agreements and obligations contained in this Agreement to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services; and
- h) ensure that the Operator, its employees, agents and subcontractors maintain and convey to all Park Visitors a respectful, professional image of BC Parks and Park management on behalf of the Province.

7.2 Licences and Permits

At all times during the Term, the Operator will, at its own cost, obtain and maintain in full force and effect all licences and permits issued by any Governmental Authority which are required or desirable for the proper performance of the Services.

7.3 Workers Compensation

At all times during the Term the Operator will comply with, and will ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Operator's obligations under this Agreement, including the *Workers Compensation Act*. Within 10 Business Days of being requested to do so by the Province, the Operator will provide the Province with evidence of the Operator's compliance with this Section.

7.4 Prime Contractor

The Operator is the Prime Contractor for the purposes of the *Workers Compensation Act* and the Occupational Health and Safety Regulation, British Columbia Regulation 296/97 (the "OHS Regulation") with respect to providing the Services under this Agreement. The Operator will provide to the Province in writing, within 10 Business Days of being requested to do so by the Province:

- a) the name of the person appointed by the Operator as the "qualified coordinator" for the purposes of the *Workers Compensation Act* and the OHS Regulation ; and
- b) confirmation that the safety plan required by the *Workers Compensation Act* has been initiated in respect of all Operating Areas and Services.

7.5 Safety Program

Notwithstanding any limitation in the OHS Regulation which would exempt the Operator from the requirement to initiate and at all times maintain an occupational health and safety program, the Operator will initiate and at all times maintain a Safety Program in connection with the Services and this Agreement and will ensure that the Safety Program:

- a) is designed to prevent injuries and occupational diseases within the contemplation of the *Workers Compensation Act* and the OHS Regulation;
- b) provides for the establishment and maintenance of a system or process to ensure compliance with the *Workers Compensation Act* and the OHS Regulation in respect of the Services and this Agreement; and
- c) satisfies the requirements of an occupational health and safety program under the *Workers Compensation Act* and the OHS Regulation.

ARTICLE 8 – PERFORMANCE MANAGEMENT

8.1 Quality Control Plan

The Operator will prepare, and submit to the Province for approval, within 60 days of the Commencement Date, a Quality Control Plan that includes, without limitation, the following:

- a) Services to be inspected and inspection schedule(s);
- b) identification of person(s) responsible for inspections and their role(s);

- c) processes for identifying and addressing deficiencies; and
- d) templates for Quality Control Records.

8.2 Implementing and Amending Quality Control Plan

- a) The Operator will implement, maintain and conform to the Quality Control Plan during the Term and will routinely monitor the effectiveness of the Quality Control Plan. The Operator will not implement any changes to the Quality Control Plan without first obtaining the Province's approval;
- b) The Province will periodically review the Quality Control Plan to ensure it is effective. The Province may request that the Operator make changes to the Quality Control Plan to ensure the objectives of the plan are being met.

8.3 Compliance Mechanisms

If the Operator fails to deliver on any of its obligations as set out in this Agreement, the Province may pursue remedies as described in section 19.2.

ARTICLE 9 – RELATIONSHIP MANAGEMENT

9.1 Communication

In providing the Services and meeting its obligations under this Agreement the Operator will engage with the Province in a cooperative manner, and will communicate regularly with the Province with respect to any matter concerning this Agreement and the delivery of the Services. In particular the Operator will keep the Province informed on all matters affecting all approved plans by the Province.

ARTICLE 10 – SUBCONTRACTORS

10.1 Responsibility for Subcontractors

The Operator remains responsible for all of its obligations under this Agreement, regardless of whether the Operator relies upon any Subcontractor to any extent. Subject to the terms of this Agreement:

- a) the Operator's use of Subcontractors for any of the Services will in no way increase the Operator's rights or diminish the Operator's liabilities to the Province with respect to this Agreement;
- b) the Operator's rights and liabilities under this Agreement with respect to the Province will be as though the Operator had itself performed such Services;
- c) the Operator will be liable for any defaults or delays caused by any Subcontractor in connection with the Services as if such defaults or delays were caused by the Operator; and

- d) the Operator will be fully liable for all actions and omissions of the Subcontractors in the performance of the Services.

If a Subcontractor breaches a Subcontract, or is alleged to have breached a Subcontract, which could have a material effect on the delivery of the Services or the performance of the Operator's obligations under this Agreement, then the Operator will notify the Province in writing and provide the Province with such information relating to the alleged breach as the Province may request.

10.2 Inconsistent Subcontract Terms

The terms of this Agreement will in all events be binding upon the Operator notwithstanding, and without regard to, the existence of any inconsistent or contrary terms in any agreement between the Operator and any Subcontractor, whether or not and without regard to the fact that the Province may have directly or indirectly been given or otherwise received notice of any such inconsistent or contrary term.

10.3 Subcontractor Monitoring

During the Term, the Operator will:

- a) monitor the performance of Subcontractors and promptly address and remedy any performance issues or disputes with Subcontractors in such a manner as to mitigate any adverse impact on the nature, quality or delivery of the applicable Services;
- b) address and remedy any performance issues or disputes with Subcontractors in a manner which has no adverse impact on the nature, quality or delivery of the applicable Services under this Agreement; and
- c) ensure that contingency plans are devised for the possibility of a Subcontractor failing to perform, needing to be replaced, or terminating the Subcontract with the Operator before the Termination of this Agreement.

10.4 Consent to Use of Subcontractors

The Operator will not use any Subcontractors in respect of the provision of any Services or other obligations performed under or in connection with this Agreement unless the Operator obtains the Approval of the Province. Any request for Approval of a Subcontractor will include information regarding the components of the Services affected, the scope of the proposed Subcontract, and the identity and qualifications of the proposed Subcontractor.

10.5 Suppliers

The Operator may enter into contracts in respect of the Services with such Suppliers as the Operator may select.

ARTICLE 11 – RECORDS AND REPORTS

11.1 Reporting

During the Term the Operator will prepare or cause to be prepared and will provide to the Province as set out in this Agreement all reports, receipts, records and other information pertaining to the Services or to this Agreement and will also provide to the Province any further information the Province may require from time to time.

11.2 Changes to Reporting Requirements

The Operator agrees that any changes it is required by the Province to make to the reporting and information obligations as contemplated under this Article 11 will not result in any increased money being payable by the Province to the Operator, unless the Province specifically agrees otherwise.

11.3 Annual Operating Plan

The Operator will deliver an Annual Operating Plan to the Province for approval:

- a) no later than 60 days after the Commencement Date, for the first Operating Year of the Term; and
- b) between November 1st and December 31st of each subsequent Year for the following Operating Year of the Term.

11.4 Approved Annual Operating Plan

Within 30 days of receiving notice that the Province requires the Operator to revise the Annual Operating Plan the Operator will deliver to the Province a revised Annual Operating Plan consistent with the revisions requested by the Province.

11.5 Annual Report

The Operator will sign and submit to the Province by March 31 of each Operating Year an Annual Report that will contain such content or details regarding the delivery of the Services and performance of the Operator's obligations under this Agreement as may be required by the Province.

ARTICLE 12 – FINANCIAL MATTERS

12.1 Remuneration

The Operator will collect Fees and Service Plus Fees in accordance with the terms and conditions of this Agreement and will either retain, or remit to the Province, the collected Fees as set out in Schedule 7.

12.2 Annual Bid Price

For each of the first three Operating Years of the Term the Province will pay to the Operator or the Operator will pay to the Province the Annual Bid Price as set out in Schedule 7. For those Agreements with a Commencement Date of November 1, 2015, the Province will pay to the Operator or the Operator will pay to the Province the bid price for the Initial Operating Period of November 1, 2015 to March 31, 2016, as set out in Schedule 7.

12.3 Annual Price Adjustment

Upon the Operator providing the Services and performing its obligations from the Commencement Date to the end of the third Operating Year (March 31, 2019) to the Province's satisfaction, for each remaining Operating Year in which the Operator provides the Services and performs its obligations to the Province's satisfaction:

- a) the Province will pay to the Operator or the Operator will pay to the Province the Annual Bid Price; and
- b) the Province will pay to the Operator an Annual Price Adjustment as set out in Schedule 7.

12.4 Payments

The Operator will pay when due:

- a) all money payable to the Province as set out in Schedule 7; and
- b) all charges for fuel oil, electricity, gas, water, sewer, telephone and other utilities supplied to or in the Operating Area.

12.5 Payment Holdback

Without limiting section 16.1 and in addition to the Financial Security required in section 16.2, the Province may withhold up to ten percent (10%) from any payment it is to make under this Agreement to the Operator, other than the Annual Price Adjustment of section 12.3 above, to indemnify, in whole or in part, the Province against any liens or claims arising in connection with the provision of the Services or any failure by the Operator to perform its obligations under the Agreement. Any amount withheld under this section will be paid to the Operator upon settlement of the lien or claim or satisfactory performance of the Operator's unperformed obligation.

12.6 Disposition of Holdback Funds by the Province

Except as otherwise ordered by a court of competent jurisdiction, the Province is authorized, but not obliged, to apply the holdback funds as follows:

- a) as to its stated purpose for retention;
- b) to any unpaid government agencies or boards;

- c) to the Operator's workers, direct Subcontractors and suppliers, where required to do so by court order; and
- d) as security for the correction of any breach of a provision of the Agreement.

12.7 No Interest or Charges Paid on Holdback

The Province shall not be liable to pay interest or other charges on any amounts retained as a holdback.

12.8 Liquidated Damages

If, in the opinion of the Province, the Operator fails to observe, perform, or comply with any of the requirements listed in the Liquidated Damages table set out in Schedule 6, even if subsequently completed, the Province may, in its sole discretion, require the Operator to pay Liquidated Damages as listed in the Liquidated Damages table. Any such payment relates directly to the Operator's failure to observe, perform or comply with a condition, covenant or promise in this Agreement and shall not be construed by the Parties as punitive but as a genuine pre-estimate and assessment by mutual consent of the minimum damages caused to the Province by the Operator's failure.

12.9 Right of Set-Off

Any amounts owed to the Province:

- a) by the Operator under this Agreement or otherwise in respect of the Services; and
- b) by the Operator under any other agreement entered into now or in the future between the Operator and the Province that is not related to this Agreement, but excluding amounts in dispute thereunder in accordance with its terms;

may be set-off by the Province against any other amounts payable by the Province to the Operator under this Agreement, or may be deducted from any sum due or which at any time may become due to the Operator under this Agreement. To the extent that there are any amounts owing by the Operator to the Province upon the Termination of this Agreement, whether by credits or otherwise, and there are no further amounts payable by the Province against which to set-off such amounts, then the Operator will pay such amounts directly to the Province.

ARTICLE 13 – PRIVACY

13.1 Privacy Obligations

The Operator will at all times comply with the obligations and requirements set out in Schedule 9.

ARTICLE 14 – OWNERSHIP OF OTHER ASSETS

14.1 Ownership of Other Assets

Except as expressly provided in this Agreement, the Province will be, and will remain, the exclusive owner of all rights, title and interest in and to all assets and property provided by the Province to the Operator, including any assets to which the Operator is given access by the Province from time to time during the Term.

ARTICLE 15 – AUDIT RIGHTS

15.1 Access Rights

During the Term, and for a period of seven (7) years after the end of the Term, upon prior written request of the Province, except where such prior notice is not required pursuant to the express provisions of Article 14 or any other express provisions of this Agreement, the Operator will provide the Province and its auditors and other authorized representatives of the Province with access to all of the Operator's books and records.

15.2 Examinations and Copies

During the Term, upon the prior written request of the Province, the Operator will permit the Province and/or its auditors and their respective authorized representatives, during business hours, to examine and make copies of any computer-stored data, correspondence, accounting procedures and practices, and any other relevant supporting financial or operational data including, without limitation, invoices, payments, claims, receipts, employee or Subcontractor record checks, pertaining to the Services, which will be made available by the Operator to the Province and its auditors, and their respective authorized representatives, in British Columbia.

15.3 Inspection and Investigation Rights

The Province will have the right, at any time and without prior notice to the Operator, either directly or through its representatives, to inspect all or any matters in respect of the Services performed by or on behalf of the Operator under this Agreement, and to perform investigations in respect of any matter of concern to the Province or any matter which the Province otherwise becomes aware of in connection with the Services under this Agreement. The Operator will provide the Province and its representatives with all reasonable assistance in connection with any such inspections and investigations.

15.4 Audit Rights

The Province may appoint an internal or external auditor or other professional advisor at any time, and from time to time, to review and confirm or verify, in respect of any year of the Term, any aspect of this Agreement and the Services performed under this Agreement.

ARTICLE 16 – INDEMNITY AND FINANCIAL SECURITY

16.1 Indemnification by the Operator

The Operator will indemnify and save harmless the Province and the Province's employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by the Operator or by any of the Operator's agents, employees, officers, directors or Subcontractors in connection with this Agreement, excepting always liability arising out of the independent acts or omissions of the Province and the Province's employees and agents.

16.2 Financial Security

On the Commencement Date, the Operator will deliver to the Province a Financial Security in the amount of **\$43,000.00**, plus 10% of the Annual Bid Price, if the Annual Bid Price is payable by the Province to the Operator. The Operator will maintain the Financial Security in good standing until the Province certifies in writing that the Operator has fully performed all of its obligations under this Agreement.

The Province may, in its sole discretion, use the Financial Security for the payment of any costs and expenses it incurs or assumes, to perform any of the Operator's obligations under this Agreement which the Operator fails to perform, including full and timely payment of Subcontractors, provided the Province gives the Operator notice and an appropriate opportunity to perform the obligation. The Operator will, within 30 days of the Province drawing on the Financial Security, deliver further Financial Security to the Province in the amount drawn down by the Province.

After the Province certifies that the Operator has fully performed its obligations under this Agreement, the Province will return to the Operator the Financial Security maintained under this section, less any amounts which the Province had drawn down and which were not replenished by the Operator.

The Operator acknowledges that the Province may, from time to time during the Term, require the Operator to provide and maintain another form of security in place of, or in addition to, the Financial Security posted by the Operator on the Commencement Date and within 30 days of receiving the Province's request for alternate or additional security the Operator will provide the Province with evidence that the Operator has complied with the request.

ARTICLE 17 – INSURANCE

17.1 Insurance

The Operator must, without limiting the Operator's obligations or liabilities and at the Operator's own expense, purchase and maintain throughout the Term the following insurance with insurers licensed in Canada in forms and amounts acceptable to the Province:

- a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - i. include the Province as an additional insured,
 - ii. be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - iii. include a cross liability clause; and
- b) automobile liability coverage with inclusive limits of not less than **TWO MILLION DOLLARS (\$2,000,000.00)** providing third party liability and accident benefits insurance and automobile physical damage insurance including collision and comprehensive coverage must be provided for all vehicles required by law to be licensed that are owned, leased or rented by the Operator, and that are used in the performance of the Agreement; and
- c) watercraft liability insurance for all owned and non-owned watercraft operated or used by the Operator in performing the obligations of this Agreement in an amount not less than the limits imposed by the *Marine Liability Act* and in any event not less than \$5,000,000.00 inclusive per occurrence. This insurance must be endorsed to provide the Province with 30 days advance written notice of material change or cancellation and include the Province as an additional insured.
- d) tenant's liability insurance in an amount equal to the replacement value of the Facilities that are buildings, structures and other improvements used or occupied by the Operator.

This insurance must be endorsed to provide the Province with 30 days advance written notice of material change or cancellation and include the Province as an additional insured.

All insurance described above must be primary and must not require the sharing of any loss by any insurer of the Province.

In addition, the Operator will obtain, maintain and pay for any additional insurance the Operator is required by law to carry, or which the Operator considers necessary to cover risks not otherwise covered by insurance specified in this section in the Operator's sole discretion.

The Operator will also ensure that any Subcontractor obtains and maintains similar types of insurance relative to the obligations of this Agreement that are subcontracted to that Subcontractor.

17.2 Evidence of Insurance

The Operator will provide the Province with evidence of all required insurance as follows:

- a) within 10 Business Days of the Commencement Date, the Operator will provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;

- b) if any required insurance policy expires before the end of the Term, the Operator will provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
- c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Operator will provide to the Province certified copies of the required insurance policies.

17.3 Adequacy of Insurance

The Operator acknowledges that any requirement or advice by the Province as to the amount of coverage under any policy of insurance does not, and will not be deemed to, constitute a representation by the Province that the amount required under such insurance is adequate, and the Operator acknowledges and agrees that it is solely responsible for obtaining and maintaining its own policies of insurance in such amounts as the Operator will determine to be appropriate and adequate, subject to the minimum requirements set out in this Agreement.

ARTICLE 18 – DISPUTE RESOLUTION

18.1 Dispute Resolution

In the event of any Dispute between the Parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:

- a) the parties must initially attempt to resolve the Dispute through collaborative negotiation;
- b) if the Dispute is not resolved through collaborative negotiation within 30 Business Days of the Dispute arising, the parties must then attempt to resolve the Dispute through mediation under the rules of the British Columbia Mediator Roster Society; and
- c) if the Dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the Dispute must be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.

18.2 Location of Arbitration or Mediation

Unless the parties otherwise agree in writing, an arbitration or mediation under Section 18.1 will be held in Victoria, British Columbia.

18.3 Costs of Mediation or Arbitration

Unless the parties otherwise agree in writing or an arbitrator otherwise orders, the parties will share equally the costs of a mediation or arbitration under Section 18.1 other than those costs relating to the production of expert evidence or representation by counsel.

ARTICLE 19 – DEFAULT AND REMEDIES

19.1 Operator Default

The Operator will be in default of its obligations under this Agreement upon the occurrence of any one or more of the following events whether the event is voluntary, involuntary or results from the operation of law or any judgement or order of any court or administrative body (each a “Default”):

- a) an Event of Insolvency in respect of the Operator;
- b) if the Operator ceases or threatens to cease to carry on business;
- c) any direct or indirect assignment of this Agreement by the Operator contrary to the provisions of Section 22.1;
- d) there is, without the Approval of the Province, a corporate or other similar structural reorganization of the Operator, except for those corporate or other similar structural reorganizations that do not result in a direct or indirect assignment of this Agreement, contrary to the provisions of Section 22.1;
- e) any theft, fraud or other misappropriation of the Province’s funds by the Operator;
- f) if the Operator breaches or defaults in the performance of any of its obligations under this Agreement, and the Operator fails to rectify such breach or default to the satisfaction of the Province within the time period specified in a written notice from the Province requesting it to do so; and
- g) any information, statement, document, certificate or report submitted by or on behalf of the Operator to the Province pursuant to this Agreement is materially untrue or incorrect.

19.2 Remedies of the Province

Without the requirement for the Province to resort to the dispute resolution process under Article 18 and without limiting any other rights or remedies that the Province may have at law, in equity or as otherwise set forth in this Agreement, upon the occurrence of a Default, the Province may:

- a) take any action in its name or in the Operator’s name that may reasonably be required to cure the Default and the Operator will pay to the Province, on demand, all of the costs and expenses incurred by the Province as a result;
- b) require the Operator to cure the Default within a time period specified in writing;
- c) charge Liquidated Damages in accordance with Article 12.8;
- d) withhold payment in accordance with Article 12.5;
- e) suspend, in whole or in part, the Operator’s rights under this Agreement; or

- f) with or without entry, terminate this Agreement.

19.3 Remedies Cumulative

The rights, powers and remedies conferred on the Province under this Agreement are not exclusive and each will be cumulative and in addition to every other power, right and remedy existing or available to the Province under this Agreement, at law or in equity.

ARTICLE 20 – TERMINATION

20.1 Obligations upon Termination

The Operator will:

- a) on the Termination Date, peaceably quit and deliver to the Province possession of the Operating Areas, and, subject to Subsection (b) below, the Facilities, in a safe, clean and sanitary condition;
- b) within 30 days of the Termination Date,
 - i. remove from each Operating Areas any Facility, tool or equipment that was placed on or made to the Operating Area by the Operator, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building or part of the Operating Area;
 - ii. remove from the Operating Areas any other Facility, asset or thing that the Province, in writing, directs the Operator to remove, other than any Facility permitted to be placed on or made to the Operating Areas under any permit or authorization issued to another person; and
 - iii. restore the surface of the Operating Areas as nearly as reasonably possible to the same condition as they were in on the Commencement Date, to the reasonable satisfaction of the Province, but if the Operator is not directed or permitted to remove a Facility under Subsection (b)(ii), this Subsection b(iii) will not apply to that part of the surface of the Operating Area on which that Facility is located.

The Operator acknowledges that upon the expiry or earlier termination of this Agreement all of the Operator's rights, interest and estate in the Operating Area will forfeit absolutely to the Province and to the extent necessary this covenant will survive the termination of this Agreement and the Operator will remain the Prime Contractor in order to carry out its obligations under this Agreement.

20.2 Voluntary Termination

In the period between October 1 and November 30 of year five of the Agreement the Operator may notify the Province in writing that the Operator wishes to terminate the Agreement and the

Province, in its sole discretion, may agree to terminate the Agreement with no penalty to the Operator.

20.3 Province Termination

Notwithstanding any other terms of this Agreement, upon 180 days written notice to the Operator, the Province may, in its sole discretion and for any reason, terminate the Agreement. In the event of such Termination the Province will not be liable for any costs, losses or damages suffered by the Operator and the Province will be under no obligation to the Operator other than to pay, upon receipt of an invoice and supporting documentation satisfactory to the Province, such compensation as the Operator may be entitled to receive under this Agreement for Services completed to the Province's satisfaction up to the Termination Date.

20.4 Outstanding Reservations and Payments

On the Termination Date the Operator will advise the Province in writing of all outstanding reservations for Facilities or campsites in the Operating Area and will pay to the Province all Fees held by the Operator with respect to the outstanding reservations.

ARTICLE 21 – FORCE MAJEURE AND LABOUR DISRUPTION

21.1 Notice of Force Majeure Event

If either Party is prevented from, or delayed in, performing any of its obligations under this Agreement as a result of a Force Majeure Event, or in anticipation of the occurrence of a Force Majeure Event, then the Party claiming the Force Majeure Event (or anticipation of the Force Majeure Event) will promptly notify the other Party by telephone (which does not include, for greater clarification, leaving a voice mail message). That Party will also provide the other Party with a follow up written notice within two (2) Business Days of such Party becoming aware of the potential non-performance or delay, of the particulars of the Force Majeure Event (or anticipation of the Force Majeure Event) including details of the nature of the event, its expected duration and the obligations under the Agreement that will be affected by the Force Majeure Event (or anticipation of the Force Majeure Event). The Party claiming the Force Majeure Event (or anticipation of the Force Majeure Event) will continue to furnish reasonable reports with respect thereto to the other Party on a timely basis during the continuance of the Force Majeure Event.

21.2 Mitigation of Force Majeure Event

Where a Party becomes aware of the occurrence of an event, condition or circumstance that could reasonably be expected to cause such Party to claim a Force Majeure Event, then that Party will use reasonable efforts to prevent or avoid such event, condition or circumstance developing into a Force Majeure Event, to the extent possible.

21.3 Consequences of Force Majeure Event

During the occurrence of a Force Majeure Event, the obligations of the Party claiming the Force Majeure Event will be suspended, but only to the extent that such Party's obligations cannot be

performed or are delayed as a result of the Force Majeure Event, and such Party will not be considered to be in breach or default under this Agreement for the period of such occurrence. The suspension of performance will be no greater in scope and of no longer duration than is reasonably required to adjust for effects of the Force Majeure Event, to the extent reasonably possible to do so. For greater clarification, no obligation of either Party that existed prior to the Force Majeure Event causing the suspension of performance will be excused as a result of the Force Majeure Event, unless such obligation is a continuing obligation, the performance of which is affected by the Force Majeure Event. During any Force Majeure Event, the Province may, in its discretion, exercise any one or more of the following remedies:

- a) during the period of time such Force Majeure Event remains in effect, not pay that portion of the Remuneration in respect of any Services so affected by the Force Majeure Event;
- b) procure or otherwise obtain alternative services in replacement for or substitution of the affected Services during the period of time that the Force Majeure Event remains in effect, and for greater clarification, the Province may use the Remuneration so withheld from the Operator in accordance with paragraph a) above to pay for the alternative services; and
- c) the Operator will not be entitled to payment of any damages, costs or expenses caused by, or relating to, the Force Majeure Event.

21.4 Establishing a Force Majeure Event

The Party claiming that a Force Majeure Event has occurred will bear the burden of proving the existence of such a Force Majeure Event and the consequences of such event.

21.5 Labour Disruption

In the event of an occurrence or potential occurrence of a Labour Disruption preventing or delaying the performance of the obligations of the Operator under this Agreement, the Operator will:

- a) promptly notify Province by telephone of the particulars of the Labour Disruption including details of the nature of the Labour Disruption, its expected duration and the obligations of the Operator under this Agreement that will be affected by such Labour Disruption; and
- b) continue to furnish reasonable reports with respect to the status of the Labour Disruption to the Province on a timely basis during the continuance of the Labour Disruption.

In respect of the foregoing notice to the Province, the Operator may leave a voicemail message with the Province if necessary, but such voicemail message will not be deemed to be notice until actual voice contact is made, and the Operator will follow-up with written notice within three (3) Business Days of any verbal contact. Prior to claiming a Labour Disruption, the Operator will use its reasonable efforts to prevent or avoid the Labour Disruption, but not to the extent that the Operator would suffer substantial harm to its own commercial interests.

ARTICLE 22 – ASSIGNMENT

22.1 Assignment by Operator

The Operator will not, either directly or indirectly, in whole or in part, assign this Agreement or any rights, duties, obligations or interests of the Operator under this Agreement, without the prior written consent of the Province, which consent may be given or withheld in the sole and absolute discretion of the Province.

ARTICLE 23 – CONTRACTUAL RELATIONSHIP

23.1 Relationship of the Parties

The Operator expressly agrees not to misrepresent its rights or obligations under this Agreement and except as otherwise set forth in this Agreement:

- a) nothing in this Agreement will be construed as granting the Operator any right to act as an agent for or on behalf of the Province with respect to Park Visitors or any third parties; and
- b) the Operator has no authority to bind, and will not bind or purport to bind, the Province with respect to any such Park Visitors or third parties with respect to any matter under this Agreement without the express Approval of the Province.

23.2 No Partnership or Joint Venture

This Agreement establishes, and will only be construed as establishing, a contract between unrelated business entities for the provision of certain services, and does not and will not be construed or deemed to create or constitute a partnership or joint venture relationship between the Parties. Each Party hereby expressly disclaims any intention to create a partnership or a joint venture with respect to the subject matter of this Agreement.

ARTICLE 24 – PARK USE PERMITS

24.1 Issuance of Permit

Upon execution by the Minister pursuant to the *Park Act*, this Agreement constitutes a Park Use Permit authorizing the Operator, on the terms and conditions set out in this Agreement, to enter upon and use the Operating Area during the Operating Year for the purpose of providing the Services and fulfilling the Operator's obligations under this Agreement.

ARTICLE 25 – MISCELLANEOUS

25.1 Notice

Unless specifically provided otherwise in this Agreement, wherever any notice, communication, demand, invoice, Approval or other document is required or permitted to be given, sent or delivered by one Party to another under this Agreement, then it will be in writing and may be delivered personally, by facsimile or sent by a recognized courier service (and for greater

clarification, no notice, demand or Approval required or permitted to be given under this Agreement will be, or be deemed to be, effective or delivered if given by email). Any such notice, communication, demand, invoice, Approval or other document so personally delivered or sent by facsimile or courier will be deemed to be given when actually received and will be addressed as follows:

To the Province:

The Province of British Columbia
Ministry of Environment
102 Industrial Place
Penticton, British Columbia
V2A 7C8

Attn: Kirk Illingworth
Fax: 250 490 2231

To the Operator:

Quality Recreation Ltd.
2003-28th Crescent
Vernon, BC
V1T 1V1

Attn: Jeff Kuly

Either Party may change its address or facsimile number for notices upon giving prior written notice of the change to the other Party in the manner provided above.

25.2 Appropriation and Approvals

Notwithstanding any other provision of this Agreement, the payment of money by the Province to the Operator under this Agreement is subject to:

- a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act* (British Columbia), to enable the Province to make that payment; and
- b) Treasury Board, as defined in the *Financial Administration Act* not having controlled or limited expenditure under any appropriation referred to in paragraph a) above.

25.3 Severability

If any provision contained in this Agreement or its application to any Person or circumstance will, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision to Persons or circumstances other than those to which it is held invalid or unenforceable, will not be affected, and each provision of this Agreement will be separately valid and enforceable to the fullest extent permitted by law.

25.4 Entire Agreement

This Agreement and all other documents or agreements referred to in this Agreement constitute the entire agreement among the Parties with respect to the subject matter hereof, and cancel and supersede any other prior agreements, undertakings, declarations, commitments, representations, warranties, conditions, promises and understandings, whether written or oral, express or implied, statutory or otherwise among the Parties with respect to the subject matter of this Agreement.

25.5 Amendments

Except where this Agreement entitles a Party to amend this Agreement without the approval of the other party, no term or provision of this Agreement may be amended except by written instrument signed by each of the Parties.

25.6 No Liens or Charges against Provincial Assets

Except as expressly provided in this Agreement, the Operator covenants and agrees to protect and keep all assets used in the provision of the Services and all assets of the Province, including without limiting the generality of the foregoing, the Operating Area, from any and all liens. If any such lien is filed, the Operator will immediately notify the Province by providing a copy of the lien claim, and will cause such lien to be satisfied or otherwise discharged within ten (10) Business Days. If any such lien is filed or otherwise imposed, and the Operator does not cause such lien to be released and discharged forthwith, or has not contested the lien in good faith and taken the steps necessary to ensure that the claim of lien will not subject any of the Operator's assets under this Agreement or the assets of the Province to sale or forfeiture, then the Province has the right, but not the obligation, to pay all sums necessary to obtain such release and discharge, or otherwise cause the lien to be removed to the satisfaction of the Province, from funds retained from payment then due or thereafter to become due to the Operator under this Agreement.

25.7 Waiver

Failure by a Party to insist in any one or more instances upon the strict performance of any one of the terms, provisions or covenants contained in this Agreement will not be construed as a waiver or relinquishment of such term, provision or covenant. No consent or waiver, express or implied, by a Party to or of any breach or default by another Party in the performance by such other Party of any term, provision or covenant under this Agreement will be deemed or construed to be a consent or waiver to or of any other breach or default such other Party under this Agreement. No waiver of any breach of any term, provision or covenant of this Agreement will be effective or binding unless made in writing and signed by the waiving Party.

25.8 Further Assurances

Each of the Parties will, from time to time, execute and deliver all such further documents and instruments and do all such further acts and things as the other Party may reasonably require to carry out or better evidence or perfect the full intent and meaning of this Agreement.

25.9 Survival

All provisions of this Agreement in favour of the Province and all rights and remedies of the Province, either at law or in equity, will survive the expiration or sooner termination of this Agreement.

25.10 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.

25.11 No Fettering of Legislative Authority

The Operator expressly acknowledges and agrees that nothing in this Agreement will be construed as an agreement by the Province to restrict, limit or otherwise fetter in any manner the Province's ability to introduce, pass, amend, modify, replace, revoke or otherwise exercise any rights or authority regarding legislation, regulations, policies or any other authority of the Province.

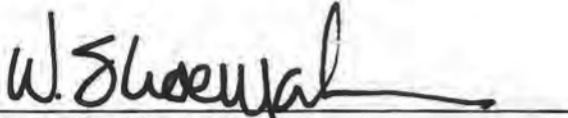
25.12 Binding Effect

This Agreement will be binding upon and ensure to the benefit of the Parties and their respective successors and permitted assigns.

25.13 Counterparts

This Agreement may be executed in several counterparts, each of which will be deemed to be an original. Such counterparts together will constitute one and the same instrument, notwithstanding that all of the Parties are not signatories to the original or the same counterpart.

**The QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA by
the minister responsible for the Park Act or
the minister's authorized representative:**



Name: Wes Shoemaker
Title: Deputy Minister

Quality Recreation Ltd.

(c/s)

By: 

Name: Jeff Kuly
Title: President

I have the authority to bind the Corporation

Schedule 1

DEFINITIONS

1. In this Agreement:

“Agreement” means this Park Operator Agreement and all attached Schedules as the same may be changed, modified, amended, supplemented or updated from time to time;

“Annual Bid Price” means the annual payment for each of the first three Operating Years of the Term that is to be made to the Operator by the Province or to the Province by the Operator, as identified by the Operator in the proposal it submitted in response to the Province’s “Request for Proposals”;

“Annual Operating Plan” means the annual plan prepared and submitted by the Operator to the Province using the template provided by the Province, which describes how the Operator will provide the Services and meet its obligations under the Agreement;

“Annual Price Adjustment” means the amount for each of Operating Years 4 through 9 of the Term calculated as outlined in Schedule 7 and paid to the Operator as a lump sum;

“Annual Report” means the annual report submitted by the Operator to the Province using the template provided by the Province in which the results of the Operator’s activities in providing the Services for the preceding Operating Year are compiled;

“Approval” means, with respect to any matter, document, action or other thing to be consented to or otherwise approved, that the same action has the prior written approval of the Party in question, and **“Approved”** has a similar meaning;

“Baseline Attendance” means the average level of Recreation User Fee-based attendance for the first three Operating Years;

“BC Parks” or “Parks” means Crown land established or continued as a Park under the *Park Act* or the *Protected Areas of British Columbia Act*;

“Business Day” means any day other than a Saturday, Sunday or a statutory holiday in the Province of British Columbia;

“Commencement Date” means November 1st of 2015.

“Consumer Price Index” or “CPI” means the Consumer Price Index published monthly by BC Statistics and used in calculating the Annual Price Adjustment as outlined in Schedule 7;

“Cost Adjustment Factor” means the weighted factor, based on changes in the Labour Index, Fuel Index and Consumer Price Index, that will be applied to the Annual Price Adjustment formula as in Schedule 7;

“Danger Tree” means a tree identified as dangerous by a qualified assessor in accordance with the “Wildlife/Danger Tree Assessor’s Course: Parks and Recreation Sites”;

“Danger Tree Amount” means the maximum number of Danger Trees the Operator may be required to remove or modify each Operating Year;

“Dispute” means a dispute, claim, question, difference or disagreement between the Parties arising out of or related to the Services or the Agreement;

“Event of Insolvency” means the occurrence of any one of the following events regarding the Operator:

- a) if such Person:
 - i. other than in connection with a bona fide corporate reorganization which does not otherwise contravene this Agreement, is wound up, dissolved, liquidated or has its existence terminated or has any resolution passed therefore or makes a general assignment for the benefit of its creditors or a proposal under any present or future law relating to bankruptcy, insolvency, or other relief for or against debtors generally, domestic or foreign, including the *Bankruptcy and Insolvency Act* (Canada);
 - ii. makes an application to the applicable court for a compromise or arrangement under any present or future law relating to bankruptcy, insolvency, or other relief for or against debtors generally, domestic or foreign, including the *Companies’ Creditors Arrangement Act* (Canada); or
 - iii. files any written request, application, answer or other document seeking or consenting to any re-organization, arrangement, composition, re-adjustment, liquidation or similar relief for itself under any present or future law relating to bankruptcy, insolvency, or other relief for or against debtors generally, domestic or foreign, including any notice of intention to make a proposal pursuant to the *Bankruptcy and Insolvency Act* (Canada);
- b) if a court of competent jurisdiction enters an order, judgment, or decree against such Person which approves or provides for any reorganization, arrangement, composition, re-adjustment, liquidation, dissolution, winding up, termination or existence, declaration of bankruptcy or insolvency or similar relief with respect to such Person, under any present or future law relating to bankruptcy, insolvency, or other relief for or against debtors generally and such order, judgment, or decree remains un-vacated and un-stayed for an aggregate period of sixty (60) days (whether or not consecutive) from the date it is made;
- c) if any trustee in bankruptcy, receiver, receiver and manager, liquidator or any other officer with similar powers is appointed for or with respect to such Person and that appointment remains in effect for an aggregate period of sixty (60) days (whether or not consecutive) from the date of the appointment; or

- d) if an encumbrance or anyone acting on behalf of an encumbrancer takes possession of all or substantially all of the property of such Person and remains in possession for an aggregate period of sixty (60) days (whether or not consecutive) from the first date of the taking of possession;

“Facility” means anything made, constructed, erected, built, altered, repaired or added to, in, on or under an Operating Area and attached to the Operating Area or intended to become a part of the Operating Area during the Term; and “Facilities” has a corresponding meaning;

“Fees” mean Recreation User Fees and fees for electrified sites and cabin rentals not identified in the *BC Parks Recreation User Fee Regulation* and Schedule;

“Financial Security” means the financial security the Operator will provide to the Province in accordance with Section 16.2 of this Agreement and which will be in one of the following forms:

- a) a short term deposit registered in the name of the Minister of Finance (for principal only) issued by a financial institution (chartered bank, trust company or credit union), redeemable at par value before maturity, set up for automatic renewal, and covered by a duly executed Safekeeping Agreement;
- b) a marketable bond or treasury bill in fully registered form issued and/or guaranteed by the Government of Canada, with a maturity date of not longer than three years (if the marketable bond or treasury bill cannot be registered in the name of the Minister of Finance a “Power of Attorney to Transfer Securities” is required to be executed), together with a duly executed Safekeeping Agreement;
- c) an irrevocable letter of credit with a termination date at least one year beyond the term of the Agreement, issued by a financial institution, payable to the Minister of Finance;
- d) a bank draft issued by a financial institution, payable to the Minister of Finance;
- e) a certified cheque issued by a financial institution, payable to the Minister of Finance;
- f) a money order issued by a financial institution or a postal money order issued by Canada Post Corporation, payable to the Minister of Finance; or
- g) cash.

“Force Majeure Event” means the occurrence of an event that is beyond the reasonable control of a Party, and that interferes with, delays or prevents performance of the obligations of a Party under this Agreement, provided that the non-performing Party is without fault in causing or failing to prevent such occurrence, and such occurrence cannot be circumvented through the use of reasonable alternative sources, workaround plans or other similar means (including, with respect to the Operator, by the Operator meeting its business continuity and disaster recovery obligations described in this Agreement), and includes the following:

- a) explosions, fires, floods, earthquakes, catastrophic weather conditions or other elements of nature or acts of God including excessively heavy and late snowfall;
- b) acts of war (declared or undeclared), acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage;
- c) failures or fluctuations in electrical power or telecommunication services or other similar public utilities; and
- d) other events which the Parties expressly agree in writing as constituting a "Force Majeure Event".

For greater clarification, a "Force Majeure Event" will specifically exclude: (1) any Labour Disruption; (2) lack of financial capacity; and (3) any non-performance or other similar failure on behalf of a Subcontractor or Supplier unless such non-performance or similar failure results from one or more of the events described in paragraphs a) to d) above that is beyond the reasonable control of the Subcontractor or Supplier, and that interferes with, delays or prevents performance of the obligations of the Subcontractor or supplier, provided that the non-performing Subcontractor or supplier is without fault in causing or failing to prevent such occurrence, and such occurrence cannot be circumvented through the use of reasonable alternative sources, workaround plans or other similar means;

"Frontcountry" means an area in a Park, conservancy or recreation area within one kilometre of either side of the centreline of a Park road or a highway;

"Fuel Index" means the BC Statistics BC Motor Gasoline Index periodical, or another such index as selected by the Province if this is unavailable, used in calculating the Annual Price Adjustment as outlined in Schedule 7;

"GAAP" has the meaning given to it in Section 1.4 of this Agreement;

"Governmental Authority" means any court or governmental department, commission, board, bureau, agency, or instrumentality of Canada, or of any province, territory, municipality, city, or town having competent jurisdiction over the business that is the subject of the Services or over any Party to this Agreement;

"GST" means the tax imposed under Part IX of the *Excise Tax Act* (Canada), as the same may from time to time be amended or replaced;

"Initial Operating Period" means the period between November 1, 2015 and March 31, 2016;

"Labour Index" means BC Statistics periodical BC Industrial Comparison – Average Hourly Wage Rate for the Accommodation, Food and Beverage Industry or another such index as selected by the Province if this is unavailable, used in calculating the Annual Price Adjustment as outlined in Schedule 7;

"Level of Service" means the minimum frequency, as outlined in Schedule 3, the Operator's staff are required to be onsite within the Operating Area to deliver Services;

“Liquidated Damages” means the amounts identified in the Liquidated Damages Table as reflecting actual damages which the Province may charge if the Operator fails to deliver one of the contract requirements identified;

“Minister” means the Minister responsible for the *Park Act* and includes a person designated in writing by the Minister;

“Off-Season” means the period of time during the Operating Year when Facilities are closed, Fees are not in effect and limited Services are available to Park Visitors;

“Off-Season Services” means the limited Services to be offered to Park Visitors during the Off-Season as described in Schedule 3;

“Operating Area” means the geographical Park area described and defined in Schedule 2;

“Operating Season” means the period of time within an Operating Year during which the Operator will provide all Services and deliver all other obligations as set forth or otherwise described in the Agreement;

“Operating Year” means each twelve (12) month period commencing on April 1 of a particular year and ending on March 31 of the immediately following year;

“Operational Maintenance” means the maintenance and repair of Facilities consisting of routine, regular, scheduled or periodic servicing, repairs, replacements, cleaning and inspection of the Facilities and includes all operational maintenance services listed in Schedule 5;

“Overflow Camping” means those camping opportunities offered to Park Visitors by the Operator when all standard designated campsites within the Operating Area are occupied and which have first been approved in writing by the Province;

“Park Attendance and Revenue System” means the BC Parks online system into which Park Visitor attendance and revenue data and other information is entered;

“Park Use Permit” means the *Park Act* permit or permits issued to the Operator in order for the Operator to provide the Services;

“Park Visitor” means a person who enters an Operating Area for the purpose of enjoying the Services provided by the Operator under this Agreement;

“Parties” means the Operator and the Province, and **“Party”** means either one of them, as applicable;

“Preventative Maintenance” means all Facility maintenance activities that are beyond the scope of Operational Maintenance, and are approved by the Province as non-routine repairs or improvements;

“Preventative Maintenance Amount” means the amount the Operator must spend each Operating Year on approved Preventative Maintenance projects;

“Preventative Maintenance Plan” means the plan which describes the timing and extent of Preventative Maintenance to be completed by the Operator in each Operating Year and which is prepared by the Operator using the template provided by the Province and submitted to the Province in accordance with Article 4.2;

“Prime Contractor” means the “prime contractor” as defined in the *Workers Compensation Act*, R.S.B.C. 1996, c. 492;

“Policies” means the BC Parks policies, manuals, directions, guidelines and web based information that applies to the provision of the Services, the requirements of this Agreement and to Parks generally all as may be amended from time to time during the Term;

“PST” means all applicable provincial sales or service taxes payable in pursuant to the *Social Services Tax Act* (British Columbia) as the same may from time to time be amended or replaced;

“Quality Control Plan” means the system the Operator must design and implement to ensure the Agreement requirements are met to the standards outlined in the Specifications;

“Quality Control Records” means the documentation of inspections produced as part of the Quality Control Program;

“Recreation User Fee Change” means a change made by the Province to the Recreation User Fees;

“Recreation User Fee Change Process” means the process outlined in Article 6;

“Recreation User Fees” means the fees set out in the *BC Parks Recreation User Fee Regulation and Policy* as may be amended from time to time;

“Reduced Services” means the reduced Services offered during the Winter Season as described in Schedule 3 and 5;

“Safety Program” means an occupational health and safety program in compliance with the requirements of the *Workers Compensation Act*, R.S.B.C. 1996, c. 492, and the OHS Regulation;

“Service Plus” means those services approved by the Province that are other than, but complementary to the Services, which the Operator will provide to Park Visitors in accordance with this Agreement;

“Service Plus Fees” means fees set by the Operator for delivery of Service Plus;

“Services” has the meaning given to it in Section 4.1;

“Service Change” means a change in the contractual requirements with respect to the quantity or standard of services that the Operator is obligated to deliver;

“Specifications” means a Service standard as outlined in the Agreement;

“Subcontract” means a contract entered into between the Operator and a Subcontractor, but does not include Supplier Agreements;

“Subcontractor” means a third party engaged by the Operator to perform any of the Services on behalf of the Operator, but does not include a Supplier;

“Supplier” means a third party supplier for the delivery and provision of non-material and ordinary course goods and services relating to or in connection with the Services contemplated by this Agreement, but expressly excluding Subcontractors;

“Taxes” means any and all taxes, fees, levies, or other assessments, including federal, state, local, or foreign income, capital, profits, excise, real or personal property, sales (including PST), withholding, social security, occupation, use, services, value added (and for greater clarification, including GST and PST), licence, net worth, payroll, franchise, severance, stamp, transfer, registration, premium, windfall, environmental, customs duties, unemployment, disability, or any similar taxes imposed by any Governmental Authority together with any increases, interest, penalties or additions to tax and additional amounts imposed with respect thereto (including any fee or assessment or other charge in the nature of or in lieu of any tax) in each case, whether imposed by law or otherwise;

“Term” means the term of this Agreement as specified in Section 3.1;

“Termination” means the expiry or earlier termination of this Agreement pursuant to the provisions of this Agreement;

“Termination Date” means the effective date of the expiry or earlier termination of the Term;

“Total Cost Indicator” means the amount that the Cost Adjustment Factor will be applied to in calculating changes in costs due to inflation for the Annual Price Adjustment, as outlined in Schedule 7;

“Winter Season” means the period of time during the Operating Year when Services in the Operating Area are reduced and a winter Fee is in effect;

“Year” means each consecutive twelve month period of the Term commencing on the Commencement Date; and

“You” or “Your” refers to the Operator.

Schedule 2

OPERATING AREAS

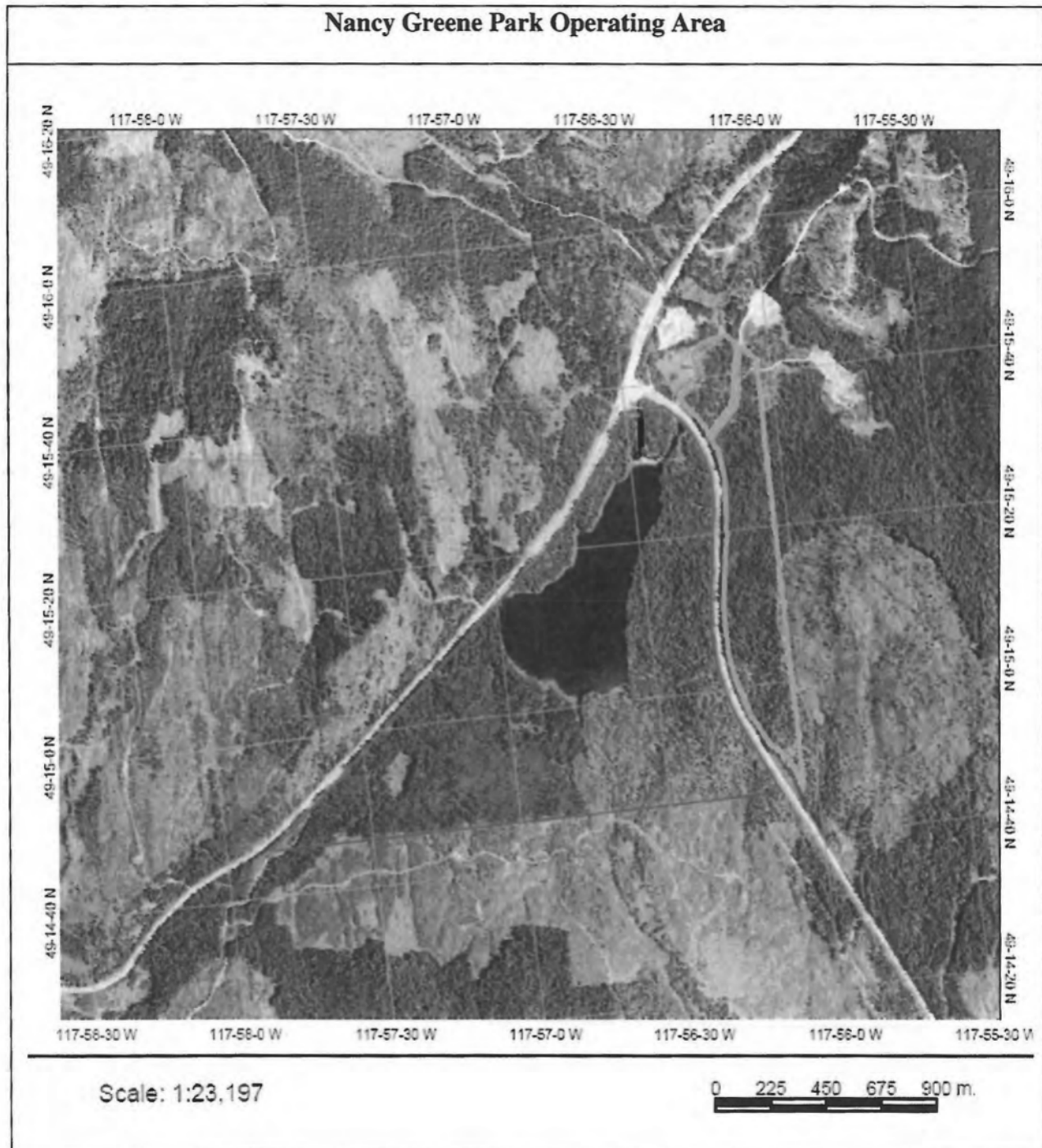
1. The Operating Areas are as follows:

Park	Operating Area	Operating Area Description
Boundary Creek	Frontcountry Camping	Operating area is comprised of the entire park and all facilities therein as outlined in red on Appendix 1 to this schedule
Nancy Greene	Frontcountry Camping and Day Use	Operating area is comprised of the area as outlined in red on Appendix 2 to this schedule
Christina Lake	Frontcountry Day Use	Operating area is comprised of the entire park and all facilities therein as outlined in red on Appendix 3 to this schedule
Conkle Lake	Frontcountry Camping and Day Use	Operating area is comprised of the area outlined in red on Appendix 4 to this schedule.
Gladstone	Texas Creek Frontcountry Camping and Day Use	Operating area is comprised of the area outlined in red on Appendix 5 to this schedule including, trails, boat launch, parking area and dock and all associated facilities.
	Marine	Operating area is comprised of the area outlined in red on Appendix 6 to this schedule including the beach, camping area and all associated facilities
Jewel Lake	Frontcountry Camping and Day Use	Operating area is comprised of the entire park and all facilities therein as outlined in red on Appendix 7 to this schedule
Johnstone Creek	Frontcountry Camping and Day Use	Operating area is comprised of the area outlined in red on Appendix 8 to this schedule.
Kettle River	Frontcountry Camping and Day Use	Operating area is comprised of the entire park and all facilities therein as outlined in red on Appendix 9 to this schedule.
Vaseux Lake	Frontcountry Camping	Operating area is comprised of the area outlined in red on Appendix 10 to this schedule including the portion of the park between Vaseux Lake and Highway 97 and all facilities therein.
	Frontcountry Day Use Wildlife Viewing Area	
Inkaneep	Frontcountry Camping	Operating area is comprised of the area outlined in red on Appendix 11 to this schedule including the portion of the park west of Black Sage Road and all facilities therein.

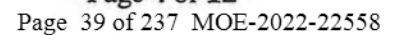
APPENDIX 1 TO SCHEDULE 2
Park Operating Area (as outlined in red)



APPENDIX 2 TO SCHEDULE 2
Park Operating Area (as outlined in red)



Christina Lake Park Operating Area



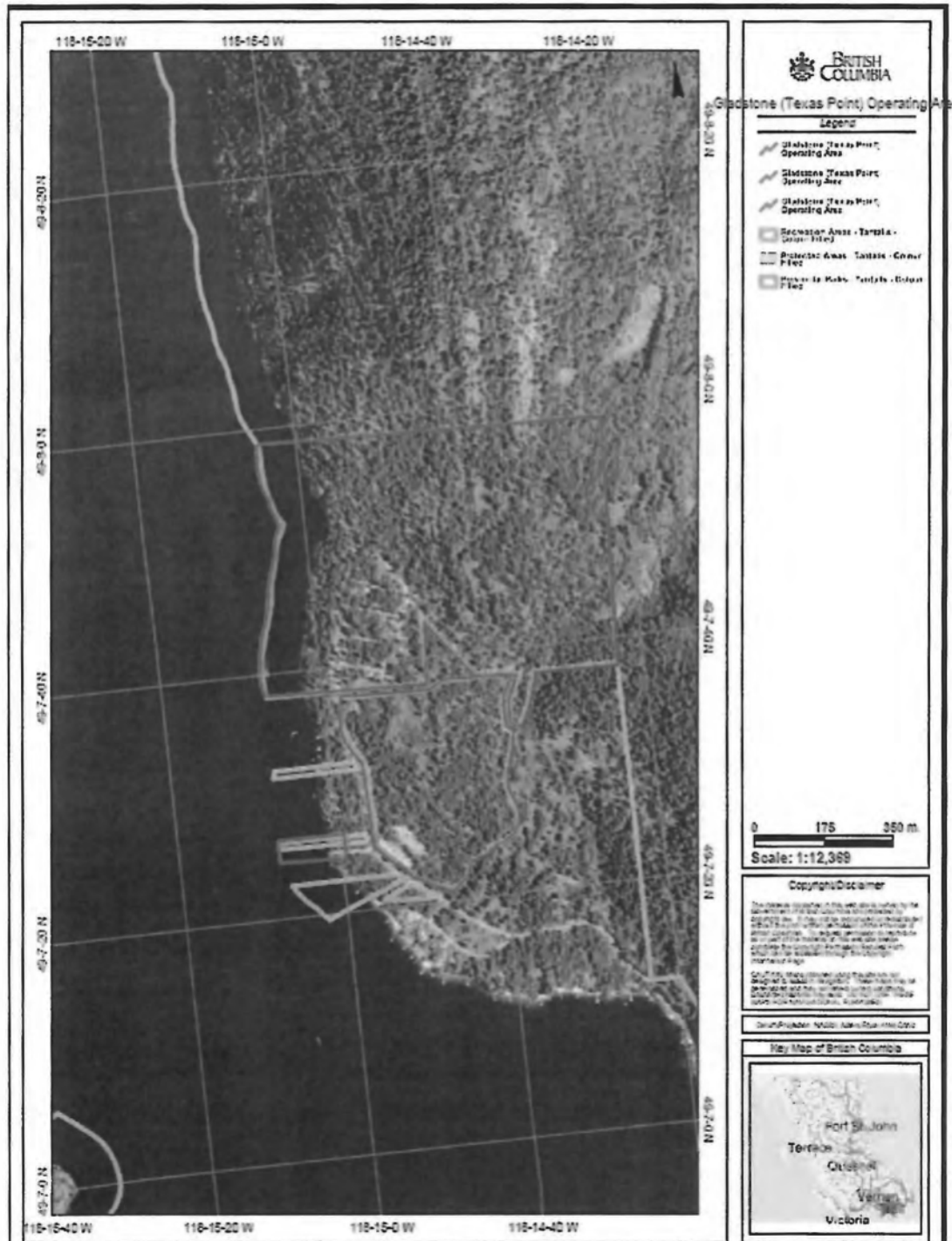
APPENDIX 4 TO SCHEDULE 2
Park Operating Area (as outlined in red)

Conkle Lake Park Operating Area

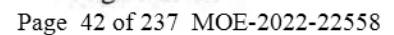


APPENDIX 5 TO SCHEDULE 2 **Park Operating Area (as outlined in red)**

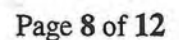
Gladstone Park – Texas Creek Operating Area



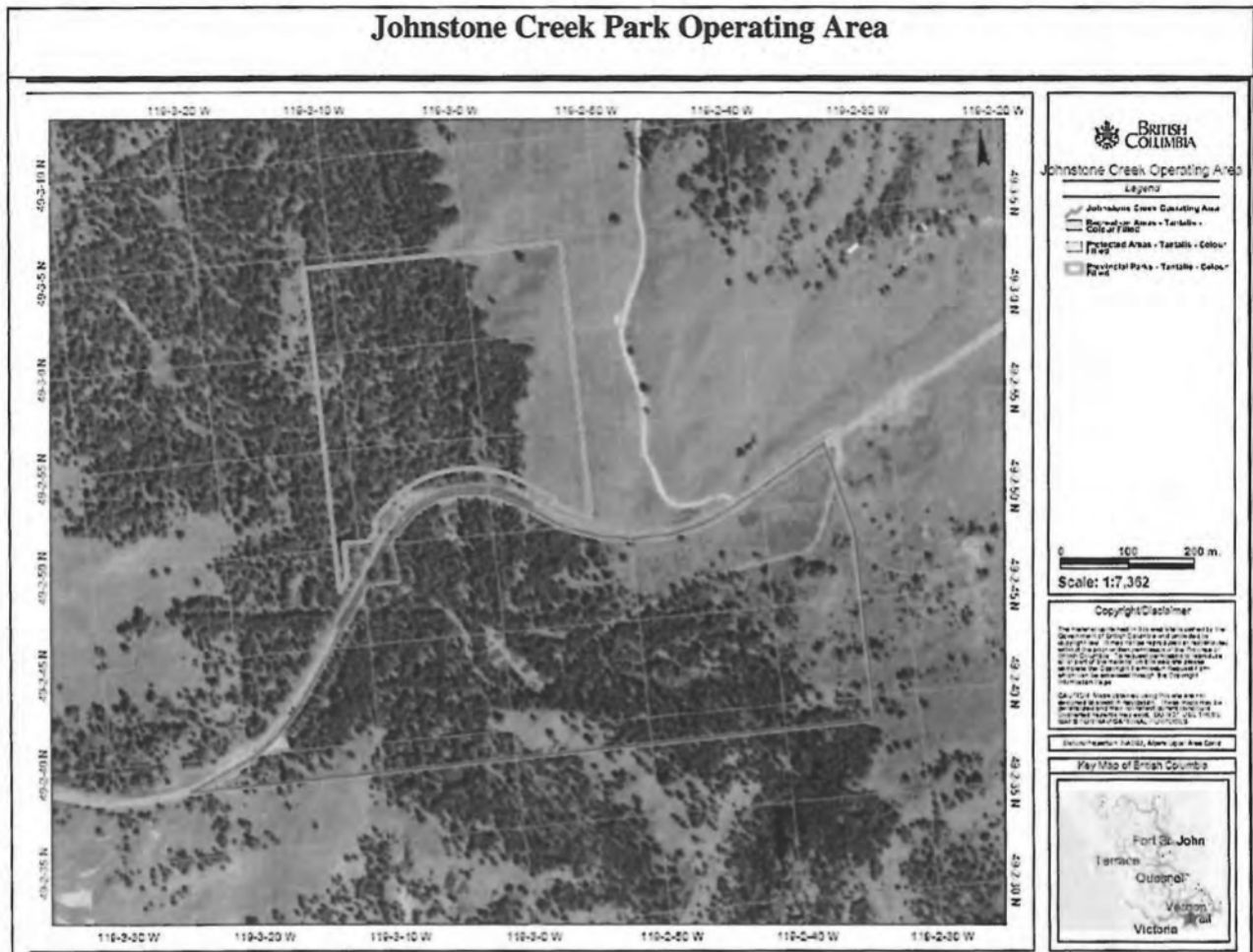
Gladstone Park – Marine Operating Area



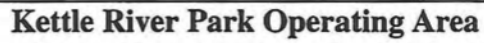
Jewel Lake Park Operating Area



APPENDIX 8 TO SCHEDULE 2 **Park Operating Area (as outlined in red)**



Park Operating Area (as outlined in red)

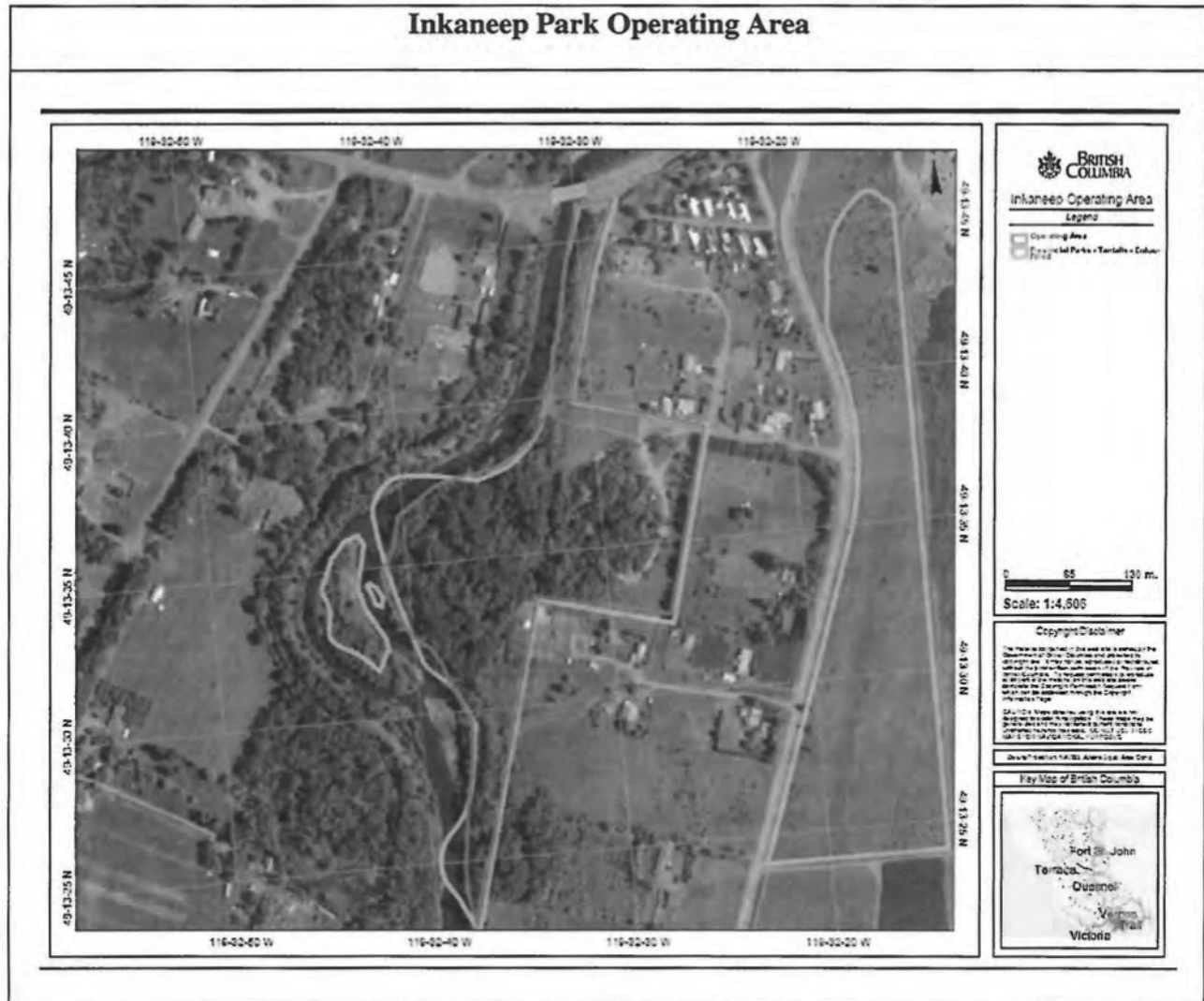


APPENDIX 10 TO SCHEDULE 2 **Park Operating Area (as outlined in red)**

Vaseux Lake Park Operating Area



APPENDIX 11 TO SCHEDULE 2 **Park Operating Area (as outlined in red)**



Schedule 3

LEVEL OF SERVICE

Part A – Level of Service

- You will provide all Services during the time period identified as the Operating Season in Table 1 below to the Level of Service indicated. You may only provide Services at any additional time of the Operating Year as approved in the applicable Annual Operating Plan.

Table 1: Operating Season

Park	Operating Area	Dates	Level of Service
Boundary Creek	Frontcountry Camping	Friday before the May Long weekend – End of the second weekend in September	Moderate
Nancy Greene	Frontcountry Camping and Day Use	May 15 – May 31	Basic - 1 day per week
		June 1 – End of Labour Day weekend	Basic -3 days per week
		Day after Labour Day weekend – September 30	Basic - 1 day per week
Christina Lake	Day Use	First Friday in May - End of the second weekend in September	Moderate
Conkle Lake	Frontcountry Camping and Day Use	Friday before the May Long weekend – Day after Labour Day	Moderate
Gladstone	Texas Creek Frontcountry Camping and Day Use	First Friday in May – End of the third weekend in September	Developed
	Marine	Friday before the May Long weekend – Day after Labour Day	Basic -2 days per week
Jewel Lake	Frontcountry Camping and Day Use	Friday before the May long weekend – End of the second weekend in September	Moderate
Johnstone Creek	Frontcountry Camping and Day Use	Friday of the second weekend in June – Day after Labour Day	Moderate
Kettle River	Frontcountry Camping and Day Use	First Friday in May – end of the Last weekend in September	Developed
Vaseux Lake	Frontcountry Camping	Friday of the first weekend in April – Day after Thanksgiving weekend	Moderate
	Frontcountry Day Use Wildlife Viewing Area		
Inkaneep	Frontcountry Camping	Friday of the last weekend in	Moderate

		June – Day after Labour day	
--	--	-----------------------------	--

2. You will provide Reduced Services during the time period identified as the Winter Season in Table 2 below to the Level of Service indicated.

Table 2: Winter Season

Park	Operating Area	Dates	Level of Service
N/A	N/A	N/A	N/A

3. You will provide the following Off-Season Services during the time period that is outside the Operating Season and the Winter Season.
- a) Provide Level of Service Basic – 1 day per week at Vasuex Lake Park (Frontcountry Day Use Wildlife Viewing Area) Operating Area (unless snow prevents access) to ensure public safety within the operating area, to maintain clean toilets, repair vandalism and to ensure area is free of garbage - no snow ploughing required.
4. Both the frequency of maintenance activities and the response requirements identified in Schedules 4 and 5 are related to the Level of Service specified for each Operating Area. Table 3 describes the characteristics of each Level of Service identified in Tables 1 and Table 2.

Table 3: Levels of Service To Be Provided By the Operator

Level of Service	Description
Rustic	<ul style="list-style-type: none"> • Very limited Facilities and Services such as signs, gravel access roads, garbage removal, may or may not include picnic tables and pit toilets. • The Operator will maintain a Level of Service at least once or twice per Operating Year, up to once per month. • Scheduling of staff activities should consider use trends and result in the maximum benefits to Park Visitors. For example, if most of the Park Visitors use is in mid-summer, the Operator should conduct Services before this use occurs and if required, midway through the summer, or on a monthly basis. • Dependent on Facilities and Services within the Operating Area, the required Services could take multiple days to complete.
	<ul style="list-style-type: none"> • Limited number of Facilities and Services such as signs, information

Level of Service	Description
Basic	<p>shelters, gravel access roads, pit toilets, picnic tables, potable water (hand pumps) and garbage removal.</p> <ul style="list-style-type: none"> • The Operator will ensure they maintain a Level of Service at least twice per month or at a minimum number of days per week during the period of time specified in the season. • Scheduling of staff activities should consider use trends and result in the maximum benefits to Park Visitors.
Moderate	<ul style="list-style-type: none"> • Facilities and Services found in the Basic category often developed to a higher standard such as flush-pit toilets, paved roads, pressurized water system, Type 1/11 picnic tables, garbage and recycling services. • The Operator will ensure they maintain a daily (7 day per week) Level of Service during the dates specified in the season. • The Operator should conduct Services between, between 7:00 am to 11:00 pm.
Developed	<ul style="list-style-type: none"> • Facilities and Services found in the Moderate category with the addition of such services as interpretive signs, showers, flush toilets, group sites, boat launches. • The Operator will ensure they maintain a daily (7 day per week) Level of Service during the dates specified in the season. • The Operator staff must be available within the Operating Area to respond to public safety and security issues 24 hours of the day. This may include an Operator residing within the Operating Area who is available to respond as required to public safety and park security issues.
Highly Developed	<ul style="list-style-type: none"> • Facilities and Services found in the Developed category with the addition of such services as gatehouses, sani-stations. • The Operator will ensure they maintain a daily (7 day per week) Level of Service during the time specified during the season. • The Operator must be available and on duty within the Operating Area to respond to Park Visitor safety and park security issues 24 hours of the day.

5. The Levels of Service applicable in a particular season for an Operating Area are assigned by the Province in its sole jurisdiction, and may be varied by the Province as it deems appropriate, based on such criteria as it may choose to consider applicable.

Part B – Special Provisos

1. During each Operating Season, you must, at your expense: Sample and test for beach water quality at Christina Lake Beach between June 17 and September 5, a minimum of 12

weeks for a minimum of 12 samples. You will follow the Interior Health Authority protocols for sampling, testing, retesting and signing upon receiving a poor sample.

2. During each Off-Season, you must at your expense, locate and maintain four concrete blocks in front of the main entrance gate at the Nancy Greene Operating Area to prevent vandalism and vehicle access.

Schedule 4

SERVICES

Part A - General Obligations

1. You will at your expense provide all of the Services as described in this Schedule.

Part B - Identification

1. You will:
 - b) ensure while providing the Services your employees and Subcontractors wear a uniform as described in the Identification Standards; and
 - c) ensure all vehicles and vessels used by employees and Subcontractors when providing Services display identification as described in Identification Standards.

Part C - Park Visitor Information

1. You will:
 - a) ensure you and your employees have a general awareness of the purpose and history of Parks and a thorough knowledge of the Operating Area;
 - b) provide the Province with any updates or corrections to the information about the Operating Area as found on the BC Parks' website, as directed by the Province;
 - c) use the Discover Camping™ online application (Weberest/Everest), ensure campsite parameters, inventory, operating and reservable dates on the Discover Camping™ website are up-to-date; and
 - d) advise the Province on the status of the Operating Area, particularly with regard to emerging safety and access issues, and changes to Park operations that may affect Park Visitors use and enjoyment of the Park.

Part D - Park Visitor Registration and Fee Collection

1. You will, in accordance with the *BC Parks Recreation User Fee Regulation and Policy* and the *Park Attendance & Revenue Data Collection Policy & Procedures Manual*, in each Operating Area:
 - a) register Park Visitors by obtaining information such as name, number of people, vehicle licence, number of nights, and total amount paid in a manner consistent with Schedule 9;
 - b) collect Fees from Park Visitors arriving to the Operating Area without a Discover Camping™ reservation;

- c) verify that Park Visitors arriving to the Operating Area with a Discover Camping™ reservation have paid the appropriate Fees to Discover Camping™, in accordance with the “Discover Camping™ Policies and Procedures Manual” and make any Fee adjustments, as necessary; and
- d) issue to all Park Visitors, in a form and content that is acceptable to the Province, receipts for the paid Fees.

2. You will be responsible for:

- a) all costs associated with registering Park Visitors and collecting Fees in each Operating Area, including but not limited to:
 - i. all credit card administration and associated costs (including card charges and card processing charges incurred by you and by the Discover Camping™ service provider on your behalf);
 - ii. the administration and safe-keeping of records and revenue from collecting Fees and registering Park Visitors;
 - iii. the supply of paper for issuing receipts and self-registration Fee payment envelopes for Fee vaults; and
 - iv. the maintenance of traffic counters and other such equipment used to monitor attendance in the Operating Area.

3. You will not collect any fees, charges, or additional revenue other than Fees and Service Plus Fees from Park Visitors without the prior written consent of the Province, which consent may be given or withheld in the sole and absolute discretion of the Province.

4. Park Attendance and Revenue Reporting

- a) You will be responsible for maintaining accurate daily and monthly records of the following for each Operating Area, in accordance with the Park Attendance & Revenue Data Collection Policy & Procedures Manual and park-specific attendance procedures:
 - i. all attendance data required by the Province,
 - ii. all revenue data associated with Fees you collect and as collected by the Discover Camping™ service provider on your behalf; and
 - iii. additional notes related to Park Visitor attendance and revenue data.
- b) You will be responsible for:
 - i. delivering the records referred to in subparagraph 4. a) above (hard copies of tally sheets) to the Province not later than 15 days following the end of the month for which the records were kept; and

- ii. entering the records referenced in subparagraph 4. a) above in the Park Attendance and Revenue System not later than 15 days following the end of the month for which the records were kept.

Part E –Discover Camping™

1. You will:

- a) participate in the Discover Camping™ Program (reservation and registration) as directed by the Province;
- b) follow the policies and procedures outlined in “Discover Camping™ Policies and Procedures Manual”;
- c) participate in annual policy and functionality review of Discover Camping™ throughout the Operating Year;
- d) liaise regularly on Discover Camping™ matters with the Province; and
- e) maintain a cooperative relationship with the contractor responsible for Discover Camping™;

Part F – Park Facilities

1. During the Term, unless stated otherwise in the Agreement, you will:

- a) maintain all Facilities within each Operating Area in a safe and fully functional condition and ensure they are available for Park Visitor use during the Operating Year, to the Park Facility Standards;
- b) conduct Operational Maintenance on all existing and subsequently modified or installed Facilities within each Operating Area to meet the requirements set out in Schedule 5- Facility Specifications;
- c) conduct the Preventative Maintenance approved in the Preventative Maintenance Plan in accordance with this Agreement;
- d) submit to the Province for Approval, quarterly or upon request, any updates and changes to the Preventative Maintenance Plan;
- e) expend the full Preventative Maintenance Amount on Approved Preventative Maintenance projects each Operating Year, except where otherwise agreed to by the Province, in which case any unspent amount will be added to the Preventative Maintenance Amount for the following Operating Year; and
- f) ensure Preventative Maintenance projects are completed to the Park Facility Standards.

2. You acknowledge and agree that the Province, in its sole discretion, may:

- a) require you to add Preventative Maintenance projects to the Preventative Maintenance Plan;
- b) approve, modify or reject any Preventative Maintenance project you propose for the Preventative Maintenance Plan; and
- c) retain a third party to undertake or complete any Preventative Maintenance at your cost and with no additional mark up; the cost will be deducted from the Preventative Maintenance Amount and paid to the third party.

3. If recycling Facilities exist in the Operating Area, you will:

- a) collect and recycle paper, plastic, glass, aluminum, tin and cardboard;
- b) transport the products listed in subparagraph (a) to the closest available collection facility outside the Operating Area;
- c) if directed by the Province, participate in the recycling partnership with Encorp Pacific Canada Ltd. which includes;
 - i. utilizing the bear-proof recycling bin as provided by Encorp Pacific Canada Ltd. for collection of beverage containers;
 - ii. transporting beverage containers to the closest available collection facility outside the Operating Area; and
 - iii. reporting on a semi-annual basis the number of returned beverage containers; and
- d) participate in any other partnership programs as directed by the Province relating to recycling and reducing waste in the Operating Area as may be developed over the course of the Term.

4. You may retain all the revenue that you obtain from delivering the refundable beverage containers in accordance with subparagraph 3 (c) above.

5. If a Sani-Star automated sani station system exists in the Operating Area, you will promptly after the Commencement Date, execute a service agreement with Sani Star, LLC in respect of such system and you will be responsible for all fees imposed under such an agreement.

Part G - Safety and Security

1. You will:

- a) conduct Park Visitor management (i.e. Public Safety and Park Security) activities in accordance with this Schedule and the Public Safety and Park Security (PS/PS) Manual;
- b) make every effort to ensure Park Visitors comply with applicable regulations and policies through proper signage and communication;
- c) not permit Park Visitors to undertake any activity in the Operating Area that is prohibited under the *Park Act* or the regulations;
- d) not permit Park Visitors to enter onto any part of the Operating Area that is, in your reasonable opinion, unsafe due to an existing or potential hazard, including fires and dangerous animals;
- e) not interfere with the lawful activities of Park Visitors except as expressly permitted or required under this Agreement;
- f) take all reasonable precautions to prevent fires in the Operating Area;
- g) In accordance with the Criminal Records Check module of the PS/PS Manual obtain, appropriately address and maintain auditable records of the criminal record check of each employee, subcontractor or volunteer who reports to you in respect of the Services; and
- h) deliver to the Province a completed Complaint/Occurrence Report immediately after the happening of any of the following events:
 - i. personal injury, bodily injury (including death) and property damage (over \$1,000.00) or loss (over \$200.00) suffered by a Park Visitor;
 - ii. damage to or theft of a Facility over \$1,000.00;
 - iii. a charge laid by the police force having jurisdiction over the Operating Area against a Park Visitor under any federal or provincial enactment; or
 - iv. a disturbance caused by a Park Visitor; and
 - v. if necessary, report any event referred to in subsection 1(h)i to the police force having jurisdiction over the Operating Area and to your insurer.

2. You will deliver to the Province:

- a) not later than 60 days following the Commencement Date, an emergency plan for each Operating Area;
- b) not later than 15 days following the end of each month during the Term, a completed Monthly Park Safety/Public Security Statistic Report with copies of completed

Complaint/Occurrence Reports not provided as per subsection 1 (i) above and copies of any Warning/Eviction Forms issued during that month;

- c) within 5 days following the submission of the Monthly Public Safety/Park Security Statistic Report, a copy of each individual accident investigation or workplace injury report submitted to the Workers' Compensation Board by you or your Subcontractors under the *Workers Compensation Act*; and
- d) within 5 days after service to you, a copy of each Inspection Report or Order served to you or any of your subcontractors by the Workers' Compensation Board under the *Workers Compensation Act*.

3. You will ensure that your Subcontractors deliver to you:

- a) all reports of an accident investigation or workplace injury submitted by them to the Workers' Compensation Board under the *Workers Compensation Act*; and
- b) all Inspection Reports or Orders served on them by the Workers' Compensation Board under the *Workers Compensation Act*.

Part H - Surveys

1. To assess Park Visitor satisfaction you will:

- a) undertake all surveys required by the Province;
- b) only undertake additional surveys with the prior Approval of the Province;
- c) conduct all surveys in accordance with the Province's instructions and procedures; and
- d) deliver to the Province as instructed all information you obtain with respect to the surveys.

Part I - Marketing

1. You will:

- a) comply with the BC Parks Marketing Tool Kit and the Sign Standards manual when producing BC Parks' brochures, maps, signs, banners and promotional materials;
- b) when participating in BC Parks' marketing events, utilize promotional materials as directed by the Province; and
- c) not display, market, promote, advertise, demonstrate or attract attention to your company or companies or your own commercial interests within an Operating Area at any time without the Approval of the Province.

Part J – Conservation Management

1. You will:

- a) retain a person who holds a valid certificate issued under the "Wildlife/Danger Tree Assessor's Course for Parks and Recreation Sites" to assess the Operating Area:
 - i. once in each Operating Year and report on any Danger Trees within sixty (60) days immediately prior to the start of the Operating Season.
 - b) retain a person who holds a valid certificate issued under the "Wildlife/Danger Tree Assessor's Course for Parks and Recreation Sites" to assess the Operating Area after a major disturbance event or if the level of disturbance has changed from the original assessment;
 - c) deliver to the Province any reports referenced in subparagraphs (a) or (b) above when you receive it;
 - d) complete to the Province's satisfaction all work that may be necessary to alleviate dangers identified in the reports referenced in subparagraphs (a) and (b) above; and
 - e) remove or modify all Danger Trees as approved by the Province up to the Danger Tree Amount, 170 Danger Trees, in each Operating Year.
2. In the event of an exceptional circumstance, where the number of Danger Trees far exceeds the Danger Tree Amount, the Province may agree to become responsible for managing the treatment plan.
3. If the total number of Danger Trees removed or modified in an Operating Year is less than the Danger Tree Amount, the difference will be added to the Danger Tree Amount for the following Operating Year. If the total number of Danger Trees removed or modified in an Operating Year exceeds the Danger Tree Amount for an Operating Year the excess number will be deemed to be an approved Preventative Maintenance Project.

4. You will:

- a) routinely monitor trees and vegetation in an Operating Area and perform all work necessary to mitigate hazards caused by trees and other vegetation; and
- b) ensure that no herbicides, pesticides, dust abatement products or any other products that are harmful to the environment are used in the Operating Area without the prior written consent of the Province.

Part K – General Standards

1. You will:

- a) supply all labour, vehicles, vessels, equipment, tools, materials and supplies that are necessary to fulfil your obligations under this Agreement.
- b) allow BC Parks' Volunteers to undertake projects approved by the Province within the Operating Area;
- c) only provide Overflow Camping to Park Visitors with the prior written approval of the Province;
- d) attend all meetings requested by the Province;
- e) upon request, advise the Province in writing of:
 - i. the name, title, address and telephone number of each member of the management team identified in the proposal that led to the grant of this Agreement and the name, title, address and telephone number of the person, if any, who replaces a member of your management team; and
 - ii. the name and telephone number of your representative who may be contacted by us and Park Visitors at any time during the Term.

Schedule 6

LIQUIDATED DAMAGES

1. Further to section 12.8 of this Agreement, the Parties agree the amounts listed in the table below represent the Liquidated Damages applicable in the event the Operator fails to observe, perform or comply with the requirement identified in the corresponding column of the table.

Deficiency Events	Liquidated Damage Amount
Failure to complete and submit the Annual Operating Plan and/or Preventative Maintenance Plan by the completion date specified in this Agreement.	\$50 per day
Failure to comply with the Quality Control Plan.	\$50 per day
Failure to comply with attendance, revenue, survey and complaint/occurrence reporting requirements.	\$50 per day
Failure to have an Operating Area open to the Park Visitors during the Operating Season as indicated in Schedule 2.	\$300 per day
Failure to comply with Levels of Service as indicated in Schedule 3.	\$50 per day
Failure to respond to and resolve customer complaints in a reasonable time and manner.	\$100 per week
Failure to comply with the Agreement requirements for Discover Camping™ services.	\$50 per day
Failure to comply with marketing and identification requirements.	\$100 per week

Schedule 7
FINANCIAL MATTERS

1. Payments

Within 30 days of the date set out in the payment tables below, you will deliver to the Province:

- a) an invoice, if an amount is identified as being owed to the Operator in the Payment Amount column shown below; or
- b) a cheque, made out to the Minister of Finance, if a payment is identified as being owed to the Province in the Payment Amount column shown below.

Payment Table to Province	
Operating Year (2016/17)	
Date	Payment Amount
November 1, 2016	\$4,663.00
2nd ANNUAL BID PRICE:	\$4,663.00

Payment Table to Province	
Operating Year (2017/18)	
Date	Payment Amount
November 1, 2017	\$4,663.00
3rd ANNUAL BID PRICE:	\$4,663.00

Payment Table to Province	
Operating Year (2018/19)	

Date	Payment Amount
November 1, 2018	\$4,663.00
3rd ANNUAL BID PRICE:	4,663.00

Payment Table to Province	
Operating Years (2019/20 – 2024/25)	
Date	Payment Amount
November 1, 2019-2024	\$4,663.00
NET ANNUAL PAYMENT (not including Annual Price Adjustment):	\$4,663.00

For Agreements with a Commencement Date of November 1, 2015, the following payment table for the Initial Operating Period will also apply:

Payment Table to Operator	
Initial Operating Period (November 1, 2015 – March 31, 2016)	
Date	Payment Amount
January 15, 2016	\$600.00
Initial Operating Period Bid Price	\$600.00

2. If the Province owes you a payment pursuant to one of the payment tables above and:

- a) is satisfied that you have fully performed your obligations under this Agreement up to the applicable date specified in the payment tables set out in paragraph 1 above, the Province will, not later than 60 days after it receives your invoice, pay to you the amount set out in your invoice; or
 - b) if not satisfied that you have fully performed your obligations under this Agreement to the date specified in the payment tables set out in paragraph 1 above, the Province may, in its sole discretion, exercise its rights under Article 12.5.
3. If there are any Service Changes or Recreation User Fee Changes during the Term, the payment tables above will be amended to reflect the value of the change(s) as outlined in Articles 5 and 6 respectively.
4. Annual Price Adjustments will be applied to each Operating Year starting in Operating Year 4 and continuing until the end of the Term. These adjustments will be calculated and paid by the Province to the Operator by April 30 following the relevant Operating Year.
- a) The Annual Price Adjustment will be based on three price indices: the Labour Index, Fuel Index, and Consumer Price Index, as well as changes in attendance levels and will be calculated as shown in Appendix 1 of this Schedule.
5. Unless otherwise agreed to in writing, you will deliver to the Province by July 1 of each Operating Year of the Term:
- a) annual financial business statements signed and dated by an authorized signatory and prepared according to Generally Accepted Accounting Principles (GAAP) for the preceding Operating Year consisting of,
 - i. a balance sheet;
 - ii. an income statement;
 - iii. a statement of retained earnings;
 - iv. a statement of cash flows; and
 - v. an actual expenses statement
 - b) If you have more than one Agreement with the Province for park operations, all of your financial reporting obligations set out in this Agreement pertain to this Agreement alone, including, for greater certainty, the requirement under Section 5 (a) of this Schedule.
 - c) Notwithstanding Section 5 (b), if you have more than one agreement with the Province for Park operations, instead of providing the statements described in Section 5 (a) of this Schedule, you will provide the Province with the following:
 - i. an income statement for each agreement;

- ii. a consolidated balance sheet for all agreements;
 - iii. a consolidated statement of retained earnings for all agreements;
 - iv. a consolidated statement of cash flows for all agreements; and
 - v. an actual expenses statement for each agreement
6. The Preventative Maintenance Amount is **\$43,315.00** The Province, upon 60 days notice to you, but acting unilaterally, may amend the Preventative Maintenance Amount during the Term. If the Preventative Maintenance Amount is amended, the difference between the Preventative Maintenance Amount at the Commencement Date and the amended Preventative Maintenance Amount will be applied to the payments to be made by the Province to the Operator or to be made by the Operator to the Province, whichever is applicable at the time.

Appendix 1 of Schedule 7: Calculation of Annual Price Adjustment

1. All calculations requiring attendance or revenue figures will obtain these data from the Park Attendance and Revenue System.

- a) The Annual Price Adjustment formula is as follows:

$$\begin{array}{rcl} & \text{(Cost changes due to inflation)} & \\ +/ - & \frac{1}{2} \text{ (Revenue changes due to attendance)} & \\ = & \text{Annual Price Adjustment} & \end{array}$$

- b) If attendance has increased, half of the resulting change in revenue will be subtracted from the cost change; if attendance has decreased, half of the revenue change will be added to the cost change.
- c) If the calculation in 1(a) above yields a negative number for the Annual Price Adjustment, it will default to zero and no Annual Price Adjustment will be applied for that Operating Year.

2. Calculation of cost changes due to inflation

- a) In Operating Years 4 through 9, the *cost changes due to inflation* will be calculated by multiplying the Total Cost Indicator and the Cost Adjustment Factor (each of which are defined below):

$$\begin{array}{rcl} & \text{(Total Cost Indicator)} & \\ \times & \text{(Cost Adjustment Factor)} & \\ = & \text{Cost changes due to inflation} & \end{array}$$

- b) Calculation of Total Cost Indicator

- i. In Operating Year 4, the Total Cost Indicator for the Agreement will be calculated by summing the first three Operating Years' average of the net Fee revenue, adjusted to use First Operating Year Fees, and the first three Operating Years' average Annual Bid Price.

$$\begin{array}{rcl} & \text{First 3 Operating Years' average net Fee revenue} & \\ + & \text{First 3 Operating Years' average Annual Bid Price} & \\ = & \text{Operating Year 4 Total Cost Indicator} & \end{array}$$

- ii. In Operating Years 5 through 9, the Total Cost Indicator will be the sum of the previous Operating Year's Total Cost Indicator and the previous Operating Year's Cost changes due to inflation:

$$\begin{array}{r}
 \text{Previous Operating Year's Total Cost Indicator} \\
 + \text{Previous Operating Year's Cost changes due to inflation} \\
 \hline
 \text{Operating Year 5+ Total Cost Indicator}
 \end{array}$$

c) Calculation of Cost Adjustment Factor

- i. Three different price indices will be consulted to calculate the Cost Adjustment Factor: the Labour Index, Fuel Index and Consumer Price Index (CPI). The year-over-year percent changes in each index will then be multiplied by weighting factors for each index. These three products will then be summed together to give the Cost Adjustment Factor.

- ii. $\text{Labour factor} = (\% \text{ change in Labour Index}) \times (0.52) = A$
 $\text{Fuel factor} = (\% \text{ change in Fuel Index}) \times (0.06) = B$
 $\text{Other factor} = (\% \text{ change in CPI}) \times (0.37) = C$

$$A + B + C = \text{Cost Adjustment Factor}$$

- iii. The percent change in the Labour Index will be determined by BC Statistics' indicator *BC Industrial Comparison – Average Hourly Wage Rate for the Accommodation, Food and Beverage Industry*, found in the *Earnings and Employment Trends* periodical, or, if not available, another appropriate index selected by The Province. The percent change will compare the values for the time period of March to October in the Operating Year to the same time period over the previous Operating Year.

Example Calculation:

Table 1

	Labour Index (hourly wage rates)	
	Year 4	Year 5
March	14.23	14.75
April	14.23	14.77
May	13.86	14.56
June	13.65	14.33
July	13.78	14.45

August	13.67	14.38
September	13.91	14.02
October	14.60	14.50
TOTAL	111.93	115.76

Year 5 percent change in Labour Index =
 $(115.76 - 111.93) \div 111.93 \times 100\% = 3.4\%$

- iv. The percent change in the Fuel Index will be determined by the percent change for the time period March to October in the "BC Motor Gasoline Index" when compared to the previous year, as reported by Statistics Canada in CANSIM table 3260020, or, if not available, another appropriate index selected by The Province. The percent change will compare the values for time period of March to October in the Operating Year to the same time period over the previous Operating Year.

Example Calculation:

Table 2

	Gasoline Index	
	Year 4	Year 5
March	187	186.5
April	187.6	182.6
May	184.2	185.6
June	180.2	188.5
July	179.8	192.4
August	182.3	189
September	187.1	190
October	186.6	178.6
TOTAL	1474.8	1493.2

Year 5 percent change in Gasoline Index =

$$(1493.2 - 1474.8) \div 1474.8 \times 100\% = 1.2\%$$

- v. The percent change in Consumer Price Index will be determined by BC Statistics' BC Consumer Price Index (CPI) or, if not available, another appropriate index selected by The Province. The CPI value for the month of October will be compared to the CPI value for October of the previous Operating Year.

Example Calculation:

CPI value for October of Year 4 = 119.4

CPI value for October of Year 5 = 121.7

$$\text{Year 5 percent change in CPI} = (121.7 - 119.4) \div 119.4 = 1.9\%$$

3. Calculating Revenue Changes from Recreation User Fee-based attendance

- a) Changes in Recreation User Fee-based attendance will be calculated as the difference between the annual average attendance of the previous 3 Operating Years and the Baseline Attendance. (for example, in Operating Year 5 the change in attendance will be measured as the difference between the average attendance of Operating Years 2 through 4 and the average attendance of Operating Years 1 through 3).
- b) The impact on revenue will be calculated by multiplying the change in attendance by the corresponding 1st Operating Year Recreation User Fee, net of 1st Operating Year Taxes.

$$\begin{aligned} & (\text{Previous 3 Operating Years' average attendance}) \times (\text{1st Operating Year Recreation User Fees}) \\ & - (\text{Baseline Attendance}) \times (\text{1st Operating Year Recreation User Fees}) \\ \hline & \text{Revenue changes due to attendance} \end{aligned}$$

- c) Revenue changes that result from Recreation User Fee Changes will be handled by the Recreation User Fee Change process as outlined in Article 6.

Schedule 8

SERVICE PLUS

1. Prior to offering or amending any Service Plus you will submit to the Province for approval using the applicable section in the Annual Operating Plan any proposed Service Plus or proposed amendment to Service Plus.
2. The Province, in its sole discretion may approve, request amendments to, or reject any proposed Service Plus or amendment to Service Plus.
3. You will:
 - a) only offer to Park Visitors Service Plus as approved by the Province;
 - b) subject to Section 4 below, pay all costs associated with planning and implementing Service Plus including any BC Parks Impact Assessment required by the Province;
 - c) collect Services Plus Fees as approved by the Province and issue receipts; and
 - d) submit a summary of all costs incurred and revenues generated from the provision of Services Plus in the Annual Report.
4. In the event the Parties agree to jointly provide any Service Plus the Parties will negotiate a mutually agreeable Service Plus Fee, as well as a division of the costs and revenue associated with that Service Plus and implementation timelines.
5. Except for the provision of firewood, you will be granted the opportunity during the first Operating Year of the Term to deliver any Service Plus that has been proposed by another entity and that the Province determines to be an exclusive commercial service. If offered such an opportunity, you must:
 - a) accept or reject the offer in writing within 30 days; and
 - b) if accepted, include in your Annual Operating Plan your proposal for offering that specific Service Plus.
6. If you do not submit a Service Plus proposal to the Province within the first Operating Year or if you confirm in writing that you are not interested in a Service Plus opportunity that has been offered to you under Section 5 above, the Province may, in its sole discretion, either authorize someone else to provide the service or initiate a separate competitive process for provision of the service.
7. Where the Province has approved the provision of Service Plus pursuant to Section 5 above, you will implement the Service Plus and make it available to Park Visitors before the end of the second Operating Year.
8. Where you fail to make the Service Plus approved under Section 5 above available to Park Visitors before the end of the second Operating Year, the Province may, in its sole discretion,

either authorize someone else to provide the service or initiate a separate competitive process for provision of the service.

9. If during the procurement of this Agreement, you did not agree to provide firewood services to Park Visitors as Service Plus, the Province may, in its sole discretion, either before or after the Commencement Date authorize another entity to provide firewood services or initiate a separate competitive process for provision of firewood services to the Operating Area.

Schedule 9

PRIVACY PROTECTION SCHEDULE

Definitions

1. In this Schedule,
 - a) **“access”** means disclosure by the provision of access;
 - b) **“Act”** means the *Freedom of Information and Protection of Privacy Act* (British Columbia);
 - c) **“contact information”** means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - d) **“personal information”** means recorded information about an identifiable individual, other than contact information, collected or created by the Operator as a result of the Agreement or any previous agreement between the Province and the Operator dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the “control of a public body” within the meaning of the Act.

Purpose

2. The purpose of this Schedule is to:
 - a) enable the Province to comply with the Province’s statutory obligations under the Act with respect to personal information; and
 - b) ensure that the Operator is aware of and complies with the Operator’s statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Operator may only collect or create personal information that is necessary for the performance of the Operator’s obligations, or the exercise of the Operator’s rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Operator must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Operator must tell an individual from whom the Operator collects personal information:

- a) the purpose for collecting it;
- b) the legal authority for collecting it; and
- c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Operator's collection of personal information.

Accuracy of personal information

- 6. The Operator must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Operator or the Province to make a decision that directly affects the individual the information is about.

Requests for access to personal information

- 7. If the Operator receives a request for access to personal information from a person other than the Province, the Operator must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Operator to provide such access and, if the Province has advised the Operator of the name or title and contact information of an official of the Province to whom such requests are to be made, the Operator must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

- 8. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Operator must correct or annotate the information in accordance with the direction.
- 9. When issuing a written direction under Section 8, the Province must advise the Operator of the date the correction request to which the direction relates was received by the Province in order that the Operator may comply with Section 10.
- 10. Within 5 Business Days of correcting or annotating any personal information under Section 8, the Operator must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Operator disclosed the information being corrected or annotated.
- 11. If the Operator receives a request for correction of personal information from a person other than the Province, the Operator must promptly advise the person to make the request to the Province and, if the Province has advised the Operator of the name or title and contact information of an official of the Province to whom such requests are to be made, the Operator must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

12. The Operator must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

13. Unless the Province otherwise directs in writing, the Operator must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

14. Unless the Agreement otherwise specifies, the Operator must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

15. Unless the Province otherwise directs in writing, the Operator may only use personal information if that use is for the performance of the Operator's obligations, or the exercise of the Operator's rights, under the Agreement.

Disclosure of personal information

16. Unless the Province otherwise directs in writing, the Operator may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Operator's obligations, or the exercise of the Operator's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Operator must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

18. In addition to any obligation the Operator may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Operator, the Operator:
 - a) receives a foreign demand for disclosure;
 - b) receives a request to disclose, produce or provide access that the Operator knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

the Operator must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign

demand for disclosure” and “unauthorized disclosure of personal information” will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

19. In addition to any obligation the Operator may have to provide the notification contemplated by section 30.5 of the Act, if the Operator knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Operator, the Operator must immediately notify the Province. In this section, the phrase “unauthorized disclosure of personal information” will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

20. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Operator, enter on the Operator’s premises to inspect any personal information in the possession of the Operator or any of the Operator’s information management policies or practices relevant to the Operator’s management of personal information or the Operator’s compliance with this Schedule, and the Operator must permit and provide reasonable assistance to any such inspection.

Compliance with the Act and directions

21. The Operator must in relation to personal information comply with:
 - a) the requirements of the Act applicable to the Operator as an Operator, including any applicable order of the commissioner under the Act; and
 - b) any direction given by the Province under this Schedule.
22. The Operator acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as an Operator.

Notice of non-compliance

23. If for any reason the Operator does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Operator must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

24. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Operator, terminate the Agreement by

giving written notice of such termination to the Operator, upon any failure of the Operator to comply with this Schedule in a material respect.

Interpretation

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the “Operator” in this Schedule includes any Subcontractor or agent retained by the Operator to perform obligations under the Agreement and the Operator must ensure that any such Subcontractors and agents comply with this Schedule.
27. The obligations of the Operator in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Operator must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Operator to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

FACILITY SPECIFICATIONS

Schedule 5

FACILITY SPECIFICATIONS as of April 13, 2021

Table of Contents

A. INTRODUCTION	3
SECTION A-01: CORE PRINCIPLES	4
SECTION A-02: FACILITY CATEGORIES	4
SECTION A-03: OPERATIONAL AND PREVENTATIVE MAINTENANCE ACTIVITIES	6
SECTION A-04: LEVEL OF SERVICE	7
SECTION A-05: FACILITY SPECIFICATION OVERVIEW	7
SECTION A-06: FREQUENCIES AND RESPONSE TIMES	8
SECTION A-07: PARK FACILITY STANDARDS	9
B. GENERAL MAINTENANCE AND PATROL	10
SECTION B-01: ANNUAL PARK FACILITY INSPECTION	11
SECTION B-02: PARK FACILITY PATROL	13
SECTION B-03: SPECIFIED FREQUENCIES	15
C. PARK FURNITURE	20
SECTION C-01: PICNIC TABLES AND BENCHES	21
SECTION C-02: GARBAGE AND RECYCLE CONTAINERS	24
SECTION C-03: FIRE RINGS AND STOVES	26
D. PARK STRUCTURES	30
SECTION D-01: GATES, BARRIER POSTS, AND FENCES	31
SECTION D-02: SHELTERS	33
SECTION D-03: ELEVATED STRUCTURES AND BARRIERS	36
SECTION D-04: BOAT LAUNCHES	39
SECTION D-05: WHARVES, DOCKS, AND RAMPS	41
SECTION D-06: BUOYS, FLOATING MARKERS, AND ANCHORS	43
SECTION D-07: SIGNS	44
E. PARK GROUNDS	48
SECTION E-01: GRAVEL CAMPSITES AND TENT PADS	49
SECTION E-02: BEACHES	52
SECTION E-03: LAWNS AND PICNIC AREAS	54
SECTION E-04: PLAYGROUNDS	56
SECTION E-05: BIKE TERRAIN PARKS AND PUMP TRACKS	59
F. PARK BUILDINGS	62
SECTION F-01: INDIVIDUAL TOILETS	63
SECTION F-02: TOILET AND SHOWER BUILDINGS	66
SECTION F-03: SERVICE BUILDINGS	71

FACILITY SPECIFICATIONS

G. PARK WATER SUPPLY AND EFFLUENT DISPOSAL.....	77
SECTION G-01: WATER SUPPLY, STORAGE, AND TREATMENT.....	78
SECTION G-02: WATER DISTRIBUTION SYSTEMS.....	82
SECTION G-03: STANDPIPE TAPS, HANDPUMPS, AND ASSOCIATED DRAINS.....	86
SECTION G-04: EFFLUENT DISPOSAL PIPING, PUMPS, TANKS, AND FIELDS.....	90
H. PARK ROADS, TRAILS AND DRAINAGE	95
SECTION H-01: PARK ROADS - GRAVEL.....	96
SECTION H-02: PARK ROADS AND TRAILS - PAVED.....	98
SECTION H-03: PARK DRAINAGE	101
SECTION H-04: FRONT-COUNTRY TRAILS & WALKWAYS.....	103
SECTION H-05: HIKING TRAILS (TYPE III, IV, & V)	106
I. ELECTRIC VEHICLE CHARGING STATION MAINTENANCE.....	109
SECTION I-01: ELECTRIC VEHICLE (EV) CHARGING STATION MAINTENANCE.....	110

FACILITY SPECIFICATIONS

A. INTRODUCTION

- A-01 Core Principles
 - A-02 Facility Categories
 - A-03 Operational and Preventative Maintenance
 - A-04 Level of Service
 - A-05 Facility Specification Overview
 - A-06 Frequencies and Response Times
 - A-07 Park Facility Standards
-



FACILITY SPECIFICATIONS

Section A-01: Core Principles

The following core principles underlie these Facility Specifications (“Specifications”) and the application of Operational Maintenance functions described herein;

1. It is the requirement of these Specifications that the Operator carry out Operational Maintenance at not less than the specified frequency, without specific direction from the Province;
2. It is the requirement of these Specifications that the frequency level of Operational Maintenance, or the level of effort applied to carry out the required maintenance, be increased when it is evident that the specified frequency or the level of effort being applied is not sufficient to maintain the Facility in a condition consistent with A-03-1, as conditions and occupancy or Park Visitor traffic warrants, subject to Level of Service requirements;
3. It is the requirement of these Specifications that the Operator inspect and regularly patrol the Facility to determine conditions that do not comply with the Specifications, and to effect corrective actions within the specified response time, and that the response time shall be the maximum amount of time from the time a deficiency requiring repair or attention is discovered by or reported to the Operator until the correction is effected, and that a deficiency is deemed to have been discovered by the Operator, whether actually discovered or not, at the scheduled interval not less than when a regular cleaning is required to take place or a patrol or inspection is required, whichever is sooner.

Section A-02: Facility Categories

1. FACILITY CATEGORIES

The Specifications described in this document pertain to the categories of Facilities described in the following sections.

1.1 General Maintenance and Patrol

This category pertains to the general concepts and objectives of all Operational Maintenance activities, and underlies the detailed maintenance descriptions, frequencies, and response requirements for individual Facility categories. This category also pertains to requirements for routine inspections and patrols, not including patrols conducted to meet other requirements of the Agreement, such as security patrols.

1.2 Park Furniture Maintenance

This category relates to the Operational Maintenance requirements for park ‘furniture’ items, generally defined as large fixed or movable elements used for particular Park Visitor purposes. Elements include tables, benches, fire rings, and garbage facilities.

FACILITY SPECIFICATIONS

1.3 Park Structures Maintenance

This category relates to the Operational Maintenance requirements for park structures, generally defined as fixed elements provided to dispense information, manage Facility access or use, provide safety or support for users or earthworks, or provide marine/freshwater access, delineation, or recreational features. Elements include information shelters and kiosks, gates and posts, walls, bridges, boat launches, docks, and buoys.

1.4 Park Grounds Maintenance

This category relates to the Operational Maintenance requirements for park grounds such as campsites, day use areas, lawns, playgrounds, and road- and trail-side vegetation.

1.5 Park Buildings Maintenance

This category relates to the Operational Maintenance requirements for park buildings, such as individual pit or flush toilet buildings, toilet and shower buildings, and park service area buildings.

1.6 Park Water Supply and Effluent Disposal Maintenance

This category relates to the Operational Maintenance requirements for park water supply, treatment, distribution, and dispensing systems, including wells, intakes, pumps, treatment systems, reservoirs, piping, standpipe taps and related drains, hydrants, and irrigation systems. In addition, it includes all forms of effluent disposal systems, including piping, pumping chambers and systems, septic tanks, septic drain fields or infiltration galleries, pump-out effluent tanks, seepage pits, greywater disposal pits and related drains.

1.7 Park Roads and Trails Maintenance

This category relates to the Operational Maintenance requirements for park roadways, trails, parking areas, and drainage infrastructure, irrespective of surfacing type.

2. FACILITIES NOT INCLUDED

Some Operating Areas may include Facilities for which Specifications are not provided herein. Such Facilities are included in the Special Provisions (Schedule 3).

3. INDEPENDENTLY ENGINEERED FACILITIES

Whereas many Facilities conform more or less to standard designs and drawings (most of which are found in the Park Facility Standards manual), others will have been designed or engineered for specific locations and purposes. This is particularly true of water and sewer systems, or of significant bridges, retaining walls, elevated features, and electrical systems – many of these require the specific design involvement of a registered professional by law.

FACILITY SPECIFICATIONS

Still other Facilities, such as washroom/shower buildings and gatehouses, may have been constructed based on standard or modified templates in use at a particular time or area, usually with engineering or architectural involvement in the base template, and possibly in local footing design or other aspects of specific applications or installations.

Inspection and maintenance of such Facilities, either independently engineered or constructed to an engineered template, shall be performed to a standard not less than that prescribed by the design professional. In the absence of such standards, the provisions of the applicable Specifications in this document shall apply as a baseline for general safety, function, inviting aspect, and asset preservation. However, these are a minimum standard, and do not supersede existing inspection or operating manuals, any requirement by a registered professional, or any requirement in law or regulation.

Section A-03: Operational and Preventative Maintenance Activities

The Specifications consist of two general groups of activities as follows:

1. OPERATIONAL MAINTENANCE

Consists generally of the maintenance and repair of the Facility consisting of routine, regular, scheduled or periodic servicing, repairs, replacements, cleaning and inspection of the Facilities and includes all activities described as Operational Maintenance listed in this Schedule 5:

- a. To a condition where the Facility or element is **FUNCTIONAL**, namely that it is operable or usable in accordance with its intended design and function;
- b. To a condition where the Facility or element is **SAFE** and **SANITARY** for use;
- c. To a condition where the Facility or element is **INVITING** and attractive in appearance within the scope of its design and function;
- d. To a condition where the Facility or asset is **PROTECTED** from premature deterioration.

2. PREVENTATIVE MAINTENANCE

Consists generally of the maintenance and repair outside the defined scope of Operational Maintenance, and approved by the Province as non-routine repairs or improvements to ensure Facilities remain safe and maintainable, meet industry and regulatory standards or requirements where applicable, comply with the Park Facility Standards where applicable. Such Maintenance may include but is not specifically limited to:

- a. Scheduled annual preventative maintenance inspection to prevent breakdowns and extend Facility life expectancy;
- b. Scheduled condition assessments by qualified professionals to determine condition and remaining service life;

FACILITY SPECIFICATIONS

- c. Projects of significant scale and magnitude, which stand alone and are independent from Operational Maintenance in their size and complexity.

Section A-04: Level of Service

Maintenance Activity frequencies or response requirements are typically related to the Level of Service specified for an Operating Area or Facility. The Level of Service is established, and may be altered, by the Province in its sole jurisdiction.

The Levels of Service are specified in Schedule 3.

Section A-05: Facility Specification Overview

Each Facility Specification consists of the following sections:

1. APPLICATION

Lists the types of Facilities to which the Specifications applies, including Facilities for which Specifications are found in the Park Facility Standards, engineered facilities, template-based or individually designed facilities, commercial structures, and other Facility descriptions as applicable.

2. OBJECTIVE

Describes in broad overview what the Specification requires the Operator to accomplish.

3. OPERATIONAL MAINTENANCE TASKS

This section provides detail regarding the description and performance standards for each Operational Maintenance task specified.

4. TASK FREQUENCY AND RESPONSE TIME FRAMES

Consists of activities as indicated in A-02(1), in tabular form, including frequencies, response requirements, or performance requirements based generally on Level of Service.

In the tabulation of frequency and response time, the following heading abbreviations are used to indicate the Level of Service:

FACILITY SPECIFICATIONS

Heading	Level of Service (Schedule 3)
H	Highly Developed
D	Developed
M	Moderate
B	Basic
R	Rustic

Where frequencies indicate “Service Interval” (Rustic and Basic Level of Service only), the frequency is based on the required service interval specific to the Operating Area as specified in Schedule 3.

Where frequencies indicate “Seasonal”, the frequency shall be annual, prior to the start of an operating season except where otherwise agreed within an approved Annual Operating Plan.

Where frequencies in this Schedule are greater than the Level of Service frequencies specified in Schedule 3, the lesser frequency will apply.

5. ADDITIONAL SPECIFICATIONS AND LIMITATIONS

Describes additional performance specifications applicable to the Specifications, as well as limitations on quantities required to be supplied or performed as part of Operational Maintenance where applicable.

Section A-06: Frequencies and Response Times**1. FREQUENCY**

Indicates the maximum allowable time interval between repetitions of the required task.

2. RESPONSE TIME

Indicates the maximum time from when a deficiency is discovered or should have been discovered by, or reported to, the Park Operator until the time when the deficiency must have been repaired or attended to. In some cases, deficiencies are discovered during other Operational Maintenance functions, while in others specific inspections for deficiencies may be required.

In all cases where a deficiency represents a significant hazard to public or personal safety, the Park Operator must immediately respond and provide delineation of the hazard and where possible use Caution tape, snow fencing, or other barriers to restrict or discourage access to the hazardous location or Facility.

FACILITY SPECIFICATIONS

Section A-07: Park Facility Standards

While many of the Facilities to which these Specifications pertain are referenced to the Park Facility Standards, the following provisions apply:

1. DESIGN CHANGES AND DEVIATIONS

Construction of Facilities may or may not have been in strict accordance with the Park Facility Standards manual as they currently exist. Variations in design and construction will exist. Design of facilities continues to evolve, or may include local elements, and some new designs or applications are not reflected in the Park Facility Standards at the time of preparation of these Maintenance Specifications.

2. VARIATIONS HAVE NO EFFECT ON MAINTENANCE STANDARDS

Notwithstanding the above, variations in design, construction, or application do not relieve any aspect of the Maintenance requirements. While it is not the Operator's obligation to reconstruct Facilities to the prevailing or any other standard except as described herein, it remains the Operators obligation to maintain the Facilities to the Standards specified, and to maintain the objectives that facilities are functional, safe and sanitary, inviting, and protected from premature deterioration.

FACILITY SPECIFICATIONS

B. GENERAL MAINTENANCE AND PATROL

B-01 Park Facility Inspection

B-02 Park Facility Patrol

B-03 Specified Frequencies



FACILITY SPECIFICATIONS

Section B-01: Annual Park Facility Inspection

1. OBJECTIVE

The objective of this Standard is to require annual inspections to determine the repair, Operational Maintenance, Preventative Maintenance, and other conditions affecting the Facilities requiring attention to ensure public safety, Facility cleanliness, functionality, and inviting appearance.

2. APPLICATION

This Maintenance Standard applies to all Facilities within the Operating Area.

3. FREQUENCY

The Operator shall inspect all Facilities at a minimum of twice annually and shall document such inspections for reference.

4. TASK SPECIFICATIONS

4.1 Inspection Requirements

- a. The Operator must inspect all Facilities in the Operating Area(s) at the frequency indicated. The Operator shall reflect the findings in the Annual Report, Quality Control Plan and the Annual Operating Plan for both Operational Maintenance, and in prioritized works for Preventative Maintenance and, where applicable, requested or suggested capital or rehabilitative works;
- b. The Operator shall respond immediately to reports by the Province, public, regulatory agencies, emergency response agencies, of any condition that is unsafe or has the potential to become unsafe;
- c. The Operator shall immediately report to the Province any hazardous or deficient condition that is not covered by these Maintenance Standards.

5. INSPECTIONS CONTENT

Inspections shall consist of examination which includes but may not be limited to the following:

5.1 Furniture

- a. Condition of concrete or wooden pads;
- b. Pad exposure hazards relative to adjacent ground surfaces;
- c. Condition of table and bench bases and boards;

FACILITY SPECIFICATIONS

- d. Condition of metal components;
- e. Proper and secure installation;
- f. Integrity of chimneys or flues;
- g. Attachment and integrity of hardware, fasteners, hinges, and latches;
- h. Surrounding access, grounds, and vegetation;
- i. Paints and finishes;
- j. User safety.

5.2 Structures

- a. Condition of gravel, concrete, pavement, timber, paving stone, or other surfaces, bases and aprons;
- b. Condition of foundations (either visible or evidenced by structure condition);
- c. Components are in place and sound;
- d. Signing currency, clarity, and legibility;
- e. Attachment and integrity of hardware, fasteners, hinges, locks, and trim;
- f. Condition of roofing;
- g. Security (structural) of Facility;
- h. Paints and finishes;
- i. User safety.

5.3 Grounds

- a. Surface integrity, stability, and levels;
- b. Vegetation clearances;
- c. Drainage issues;
- d. Campsite number posts;
- e. Tent pad borders and tie-downs;
- f. Ambient insect, parasite, or other detrimental, nuisance, or hazardous pest issues;
- g. Irrigation systems;
- h. Playground borders, structures, and fall protection surfacing;
- i. User safety.

5.4 Buildings

- a. Integrity of Facility and building envelope;
- b. Condition of roofing;
- c. Condition of fixtures and fittings;
- d. Condition of foundations (either visible or evidenced by structural condition);
- e. Attachment and integrity of hardware, fasteners, hinges, and latches;

FACILITY SPECIFICATIONS

- f. Surrounding access, grounds, and vegetation;
- g. Function of plumbing systems (supply, distribution, and disposal);
- h. Function of electrical systems;
- i. Function of gas or other energy systems;
- j. Function of heating and ventilation systems;
- k. Condition and relevance of signage;
- l. Paints and finishes;
- m. User safety.

5.5 Water and Effluent Systems

- a. Condition of piping, valves, treatment facilities, pumps, gauges and measurement or recording equipment, fixtures, fittings, seals, hardware, and all other system and components;
- b. Systems function;
- c. Condition and integrity of chambers, kiosks, manholes, valve boxes, buildings or enclosures, vents, gaskets, and hatches.;
- d. Levels and trends;
- e. Surrounding access, grounds, and vegetation;
- f. User safety;
- g. Maintenance of log books and records.

5.6 Roads and Trails

- a. Surface condition, integrity, and levels;
- b. Settlements, failures, and erosion;
- c. Drainage, including ditches, waterbars, culverts, and other drainage appliances;
- d. Related facilities or equipment, such as gates, maze barriers, and parking curbs;
- e. Condition and relevance of signage;
- f. Surrounding grounds and vegetation;
- g. User safety.

Section B-02: Park Facility Patrol

1. OBJECTIVE

The objective of this Maintenance Standard is to require periodic patrols to determine the condition of the Facilities with respect to operational repairs and identify emerging failures and safety hazards. During a patrol, the Operator inspects and patrols the Facility, finds matters requiring

FACILITY SPECIFICATIONS

repair or emerging safety or operational concerns, and completes appropriate responsive actions by the response time specified in the Facility-specific Standards C through H. A patrol may occur while other operational works (cleaning, repairs) are being completed.

2. APPLICATION

This Maintenance Standard applies to all park Facilities within the Operating Area.

3. FREQUENCY

The Operator shall patrol the Facilities not less often than required service interval specific to the Operating Area as specified in Schedule 3, and in any case not less than the following frequencies:

Maintenance Requirement/Task		Frequency		
		H/D	M	B/R
C-1	Picnic Tables and Benches	Daily	Daily	Service Interval
C-2	Garbage and Recycle Containers	Daily	Daily	
C-3	Fire Rings	Daily	Daily	
D-1	Gates, Barrier Posts, and Fences	Weekly	Weekly	
D-2	Information Shelters	Daily	Daily	
D-3	Elevated Structures and Barriers	Weekly	Weekly	
D-4	Boat Launches	Daily	Daily	
D-5	Wharves, Docks, and Ramps	Daily	Daily	
D-6	Buoys, Floating Markers, and Anchors	Monthly	Monthly	
D-7	Signs	Weekly	Weekly	
E-1	Gravel Campsites and Tent Pads	Daily	Daily	
E-2	Beaches	Daily	Daily	
E-3	Lawns and Picnic Areas	Daily	Daily	
E-4	Playgrounds	Daily	Daily	
E-5	Bike Terrain Parks and Pump Tracks	Daily	Daily	
F-1	Individual Toilets	Twice Daily	Daily	N/A
F-2	Toilet and Shower Buildings	Twice Daily	Twice Daily	
F-3	Service Buildings	Weekly	Weekly	
G-1	Water Supply, Storage, and Treatment	Daily	Daily	Service Interval
G-2	Water Distribution Systems	Monthly	Monthly	
G-3	Standpipe Taps, Handpumps, and Associated Drains	Daily	Daily	
G-4	Effluent Disposal Piping, Pumps, Tanks, and Fields	Daily	Daily	
H-1	Park Roads and Trails - Gravel	Twice Weekly	Twice Weekly	

FACILITY SPECIFICATIONS

Maintenance Requirement/Task		Frequency		
		H/D	M	B/R
H-2	Park Roads and Trails - Paved	Twice Weekly	Twice Weekly	
H-3	Drainage	Monthly	Monthly	
H-4	Front-Country Trails and Walkways	Bi-Weekly	Service Interval	
H-5	Hiking Trails (Type III, IV, and V)	Bi-Weekly	Bi-Weekly	
I-1	Electric Vehicle Charging Station Maintenance	Bi-Weekly	Bi-Weekly	

Section B-03: Specified Frequencies**1. APPLICATION**

This Standard applies to all Park Facilities that require periodic painting, staining, refinishing, or other refinishing or treatment of surfaces.

2. OBJECTIVE

The objective of this Standard is to provide inviting, clean, and safe facilities within Operating Areas, which are protected from premature deterioration.

3. OPERATIONAL MAINTENANCE TASKS

Unless otherwise specifically indicated, all products and applications are to be in accordance with BC Parks Facility Standards Manual – Paints. Operators are advised that emerging regulations restricting uses of VOCs (Volatile Organic Compounds) and paint solvent bases may limit availability of some listed products, and that Operators may be required to find suitable and effective VOC compliant alternatives.

3.1 Clear/Translucent Finishes

- a. Clear/Translucent Finishes typically applies to Type I table tops and benches, park bench seats and backs, information shelter notice boards, and some sign blades, and some other buildings and structures;
- b. Remove table top and bench boards and sign blades for refinishing (boards cannot be refinished in situ); Buildings, notice boards, and permanent signs may be refinished in situ;
- c. Plane and sand table and bench boards to remove old finishes and irregularities;

FACILITY SPECIFICATIONS

- d. Apply Sikkens Cetol 078 (Natural) with 23+ UV protection in accordance with manufacturer's directions. Approved alternative for new wood, Sansin DEC in the colour Autumn Gold followed by two coatings of ENA applied to the manufacturers specifications. For field dressing of wood already stained with Cetol, the approved alternative stain is Sansin ENS Naturals.

3.2 Painted Wood Surfaces

- a. Most painted/stained wood surfaces are repainted in situ;
- b. Scrape and sand to remove blistering, loose and flaked paint, 'feathering' edges of remaining paint smooth with bare wood;
- c. Clean to remove sanding residue, dirt, or other bonding impediments;
- d. Apply applicable paint or stain in accordance with manufacturer's directions.

3.3 Metals (Non Powder-Coated)

- a. Clean off all loose paint, dirt, grease and grime from the surface of metal;
- b. Sand or sandblast to remove coatings, or if touching up limited area, sand affected area and 'feather' edges of remaining paint smooth with bare metal, wire brushing to remove rust as necessary;
- c. Apply a zinc-rich primer;
- d. Apply a suitable paint intended for metal surfaces (e.g. Tremclad), in accordance with manufacturer's directions;
- e. For high-heat environments (barbeques and barbecue table attachments), a high heat paints (e.g. barbeque paint - exposure rating to 550o-650oC (1,000o-1,200oF) is recommended to improve durability.

3.4 Powder-Coated Items

- a. Powder-coated items include, but may not be limited to: Type II table legs; Type I table hardware; Hid-a-Bag garbage containers, other garbage containers, playground equipment, gates, dock elements, metal stair components, railings, and elevated structures.
- b. Powder-coatings are not compatible with water-based paints.
- c. Preparation of surface for touch-up requires sanding edges of repair to reduce thickness difference between original coating and touch-up, sanding damaged area to remove rust, dirt, and other surface materials that will impede bonding of new paints, and coat with a solvent-based approved paint suited for powder-coat repairs (e.g. Tiger, LVP, RAL, Orbit, etc.).

FACILITY SPECIFICATIONS

3.5 E-04 Playgrounds

For commercial playground equipment, touch up and repair coatings in accordance with manufacturer or supplier directions (suppliers can typically supply touch-up paints).

3.6 Concrete Masonry Units (CMU)

- a. Concrete Masonry Units (CMUs) may also be referred to a concrete block, cinder block, or cement block, and form exterior and interior walls on many parks buildings, using standard (smooth-faced) or split-face (rough stone-like texture);
- b. Previously painted concrete block surfaces require removal of all loose and peeling paint, and scrubbing with wire brush;
- c. Remove all dirt, and remove efflorescence using masonry cleaner;
- d. Clean greasy or oily deposits using trisodium phosphate (TSP) preparation in accordance with manufacturer directions;
- e. Pressure wash;
- f. Prime standard blocks using Cloverdale Paints Latex Block Filler Product 05700;
- g. Paint standard blocks using products specified in accordance with BC Parks Facility Standards Manual – Paints or equivalent in colour indicated or other site-specific required colour;
- h. Unless previously painted, seal split-face blocks using United Coatings Canyon Tone transparent silane water repellant sealer, using concentrate at 20% active mix, spray applied.

3.7 Park Roads – Gravel

- a. **Grading:** The Operator shall grade and re-shape gravel surfaced park roadways and parking areas, generally at the start of the Operating Season. Maintenance grading shall involve the use of a motor grader for re-shaping where the roadway crown and superelevation requires re-establishment and to eliminate surface deformities to promote effective drainage, safety, and smooth vehicular passage. The Operator must grade the road to ensure that there is crown or superelevation as applicable, that lost materials are retrieved from the shoulder side slopes, and that the resulting surface is smooth and stable.
- b. **Dust Control:** The Operator shall apply dust control to all gravel roadways and parking lots in the Operating Area to a width of 4m or to the full width of the roadway, whichever is less, in order to reduce fugitive dust nuisance and/or to provide roadbase stabilization.

Products used for dust control must be from the Ministry of Transportation and Infrastructure approved product list: lignosulfonate blend, magnesium chloride, calcium chloride, Durablend, Milligan Road Dust Suppressant or an approved alternative. Products outside this list shall not be used without permission from BC Parks. Application

FACILITY SPECIFICATIONS

methods, equipment, and application rates shall be in accordance with equivalent standards and best practices established by the BC Ministry of Transportation and Infrastructure and the manufacturer's recommendations (typically 1.35-2.0 litre/m², applied by suitable spray tanker equipment).

3.8 Park Roads – Paved

The Operator shall repaint roadway and parking lot paint markings, using appropriate roadway spray application equipment and commercial road marking paints.

4. TASK FREQUENCIES AND TIME FRAMES

APPLICABLE STANDARD and COMPONENT	ACTIVITY	OPERATIONAL MAINTENANCE FREQUENCY or INTERVAL
C-01 Picnic Tables and Benches	Refinish Type 1 Table and Bench Boards	20% of Boards in Operating Area per year
	Seal concrete pedestals and bases	Every 3 years
	Refinish Type 1 wood table bases	Every 3 years
	Refinish Type II table and bench boards and wood bases	Every 3 years
	Type II metal tubing bases	As Required
C-02 Garbage Cans	Touch-up Repainting	As Required
C-03 Barbeques and Barbeque Attachments	Touch-up Repainting	As Required
D-01 Gates and Barrier Posts	Touch-up Repainting	As Required
D-02 Information Shelters	Repainting/Staining	Every 3 years
D-03 Elevated Structures and Barriers	Wood components repainting/staining	Every 3 years
	Powder-coated components	As required
	Touch-up Repainting	As required
D-05 Wharves, Docks, and Ramps	Treated wood surfaces Repainting or sealing	Every 3 years
D-07 Signs	Repaint or Refinish Posts	Every 3 years
	Repaint or Refinish Wood Sign Blades	Every 3 years
E-04 Playgrounds	Touch-up Repainting	As Required
F-01 Individual Toilets	Repainting/Staining Interior and Exterior	Every 3 years
F-02 Toilet and Shower Buildings	Repainting/Staining or sealing exterior	Twice during term of Agreement

FACILITY SPECIFICATIONS

APPLICABLE STANDARD and COMPONENT		ACTIVITY	OPERATIONAL MAINTENANCE FREQUENCY or INTERVAL
		Partitions – Touch-up painting	As Required
F-03	Service Buildings	Repainting/Staining or sealing exterior	Twice during term of Agreement
G-02	Water Distribution Systems	Repaint fire hydrants and standpipes	Every 3 years
G-03	Standpipe Taps	Repaint Posts	Every 3 years
	Handpumps	Refinish metals	Every 3 years
H-01	Park Roads and Trails – Gravel	Grading	Once per year (normally start of season)
		Dust Control Application	Once per year (after grading)
H-02	Park Roads and Trails – Paved	Line painting	Twice during term of Agreement

5. ADDITIONAL SPECIFICATIONS AND LIMITATIONS

Refinishing activities are to be staggered throughout the term, and consistent with the condition at the start of the term and the specified interval. This requires that some refinishing will be required to be done in the early years of the term, and at the specified intervals thereafter, rather than waiting the full interval from the start of the term to commence any refinishing works.

FACILITY SPECIFICATIONS

Section C-01: Picnic Tables and Benches

1. APPLICATION

This Maintenance Standard applies to the following park facilities:

Description	Notes
Picnic Table – Type I – Wood Bases	<i>Type I Tables are typically identified by timber table and seat boards, and monolithic wood or concrete bases or concrete pedestal bases.</i>
Picnic Table – Type I – Concrete Bases	
Picnic Table – Type I – Concrete Pedestal Bases	
Picnic Table – Type II – Wood Bases	<i>Type II (2) Tables are typically identified by dimension lumber table and seat boards, and dimension lumber or tubular metal base frames.</i>
Picnic Table – Type II – Tubular Metal Bases	
Picnic Table - Backcountry	<i>Backcountry Tables may be found in walk-in campsite portions of some front-country park facilities.</i>
Park Bench	<i>Park benches may include a variety of standard or field designs.</i>
Viewpoint Bench	
Other Commercial Tables and Benches	<i>As found.</i>

These Facilities include the surrounding concrete pad or slab on which the table or bench is mounted, if any, and the immediate surrounding grounds area and access.

2. OBJECTIVE

The objective of this Maintenance Standard is to provide safe, clean, inviting, and functional picnic tables and benches and related seating and eating facilities within park grounds.

3. OPERATIONAL MAINTENANCE TASKS

The Operator shall perform the following operational maintenance tasks:

3.1 Operation

- a. Where table or bench sites are occupied, patrol and observe regarding potential damage to park furniture and facilities, and park foliage;
- b. Where table or bench sites are vacant, perform cleaning tasks to required standards and frequency;
- c. Tasks required to be performed in connection with table sites in campgrounds, including group campgrounds, are required to be performed when a site is vacated by

FACILITY SPECIFICATIONS

a party, and prior to occupation by a subsequent party, subject to Operator presence requirements;

- d. Tasks required to be performed for tables or benches in day use sites are required to be performed during times of expected vacancy based on area usage. Services are not to impede use of Facility, and shall be scheduled accordingly subject to public use patterns and Operator presence requirements;
- e. Daily cleaning tasks do not need to be repeated if a site has remained continuously vacant or unused since the required maintenance activities have last been performed provided that the Facility appears clean and free of debris.

3.2 Cleaning (Regular)

- a. Clean table and bench surface, seats, base, and pad, using commercial cleaning products as appropriate, to remove debris, food remnants, waste material, grease, animal or human waste, graffiti, litter, and all foreign or objectionable materials, including table plank surfaces and spaces between, seat plank surfaces, table base assembly, concrete pad, immediate surrounding area, and barbecue attachment if any;
- b. Disinfect table tops, including wiping after appropriate disinfectant contact time and damp drying;
- c. Sweep concrete slabs clean of all sand, gravel, dirt, and debris;
- d. Remove and dispose of all garbage, debris, deleterious and extraneous materials;
- e. Remove all unused firewood, and remove unburned or burned materials from barbecue attachments or other burning facilities, taking care to isolate materials which may create a fire hazard.

3.3 Cleaning (Major)

- a. All “Cleaning (Regular)” tasks;
- b. Scrub and/or pressure wash components to remove all buildup of dirt, rain and mud splash marks, moss, and other organic growth;
- c. Remove vegetation that encroaches, or threatens to encroach on table sites.

3.4 Operational Repair

- a. Table bases, pedestals, and boards to be securely fastened with all hardware in place - tighten or replace hardware as necessary;
- b. Sand splinters smooth;
- c. Remove foreign objects.

FACILITY SPECIFICATIONS

3.5 Condition Preservation

- a. Table top boards to be level, surface variance between adjacent boards not to exceed 4mm (1/8") and installed with standard specified spacing; Seat boards to differ in thickness by no more than 12mm (1/2") on table;
- b. Wooden plugs or other sealers at mounting holes intended to prevent water intrusion into wood bases, where applicable, are to be sound and securely in place, replaced or reinstalled as required;
- c. Remove accumulated debris between table and pad and ensure air gap between wooden base and pad is maintained;
- d. Field coat with Cetol (Type I Table Top and Seats and Type II Tables) or paint/stain (Type I wood bases and Type II Tables) in accordance with specified refinishing frequencies. Approved alternative for new wood, Sansin DEC in the colour Autumn Gold followed by two coatings of ENA applied to the manufacturers specifications. For field dressing of wood already stained with Cetol, the approved alternative stain is Sansin ENS Naturals.
- e. Field seal concrete table and bench pedestals and bases in accordance with specified refinishing frequencies

4. TASK FREQUENCY AND TIME FRAMES

Where Frequency is indicated, the specified task must be completed in accordance with the Task Specifications on a routine frequency not less than that shown in the following table.

Ref.	Maintenance/Task	Frequency			Response Time		
		H/D	M	B/R	H/D	M	B/R
3.1	Operation	As Required			---	---	---
3.2	Cleaning (Regular)	Daily	Daily	Service Interval	---	---	---
3.3	Cleaning (Major)	Prior to start of Operating Season			---	---	---
3.4	Operational Repair	---	---	---	2 Days	2 Days	1 Week
3.5	Condition Preservation	Seasonal			---	---	---

5. ADDITIONAL SPECIFICATIONS AND LIMITATIONS

- a. Response time, for the purposes of Operational Repairs, shall be the maximum amount of time from the time a defect requiring repair is discovered by or reported to the Operator until the repair is actioned.

FACILITY SPECIFICATIONS

- b. A defect is deemed to have been discovered by the Operator, whether actually discovered or not, at the scheduled interval that a Cleaning (Regular) takes place.

Section C-02: Garbage and Recycle Containers**1. APPLICATION**

This Maintenance Standard applies to the following park facilities:

Description	Notes
Bear-Proof Garbage Containers (single/double)	<i>Typically Hid-A-Bag™ waste or recycling containers or other commercial products.</i>
Bear-Proof Recycling Containers (single/double)	
Bear-Proof Combined Containers (multiple)	
General Waste Containers	<i>Standard garbage and recycling cans</i>
General Recycling Containers	
Bear-Proof Food Storage Lockers	<i>Typically Hid-A-Meal™, BearSaver™, or other commercial products.</i>
Disposal Bins	<i>BC Parks owned, Park Operator owned, or commercial disposal service including supply of bins.</i>
Other Garbage and Recycling Containers	<i>As found or, where required, supplied by Park Operator.</i>
Hot Coals Bins	<i>Commercial, custom, or general marked containers</i>

These Facilities include concrete mounting pads on which the container is mounted or any wood or concrete user platforms, if any.

These Facilities also include the surrounding gravel apron, as well as associated access trails or paths.

2. OBJECTIVE

The objective of this Maintenance Standard is to provide safe, clean, inviting, and functional garbage and recycling facilities within park grounds.

FACILITY SPECIFICATIONS

3. OPERATIONAL MAINTENANCE TASKS

3.1 Operation

- a. Empty container contents;
- b. Ensure that garbage/recycling containers are secure from animals.
- c. Remove and dispose of waste in an approved manner in accordance with all applicable prevailing laws, regulations, and policies, including payment of related disposal fees;
- d. Recycle applicable materials;
- e. Safely dispose of hot coals.
- f. Related signing to be in place and clearly legible.

3.2 Cleaning (Regular)

- a. Sweeping, raking, or otherwise cleaning Facility including pads or platforms to remove any spider webs, moss, waste, debris, or other undesirable material;
- b. Wash exterior of container;
- c. Spray lid and latch areas with disinfectant, including wiping after appropriate disinfectant contact time.

3.3 Cleaning (Major)

- a. All 'Regular Clean' tasks;
- b. Scrubbing and/or pressure washing components to remove all buildup of dirt, rain and mud splash marks, moss, and other organic growth;
- c. Spray all interior and exterior surfaces with disinfectant.

3.4 Operational Repair

- a. Level and stabilize container, including attachment to pad, platform, or other base;
- b. Service, repair, or replace latch and lock assemblies as necessary;
- c. Tighten or replace hardware as necessary.

3.5 Condition Preservation

- a. Touch up painted surfaces exposed by cracking, or damage;
- b. Adjust user pad or platform and/or add gravel and compact, and effect drainage as necessary to ensure safe and convenient access without tripping hazard or ponding.

FACILITY SPECIFICATIONS

4. TASK FREQUENCY AND TIME FRAMES

Where Frequency is indicated, the specified task must be completed in accordance with the Task Specifications on a routine frequency not less than that shown in the following table.

Ref.	Maintenance/Task	Frequency			Response Time		
		H/D	M	B/R	H/D	M	B/R
3.1	Operation	Daily or more frequently as required		Service Interval	2 Hours		---
3.2	Cleaning (Regular)	Daily	Daily	Service Interval	---	---	---
3.3	Cleaning (Major)	Weekly	Weekly	Monthly	---	---	---
3.4	Operational Repair	---	---	---	1 Day	1 Day	1 Week
3.5	Condition Preservation	Seasonal			---	---	---

5. ADDITIONAL SPECIFICATIONS AND LIMITATIONS

- a. Frequency applies to containers regardless of level of contents;
- b. Response Time applies to containers with contents level affecting closing of latches without force or closing of lids, as well as to waste outside containers, unpleasant odours, or other conditions restricting intended use or detracting from Facility appearance.

Section C-03: Fire Rings and Stoves

1. APPLICATION

This Maintenance Standard applies to the following park facilities:

Description	Notes
Fire Ring 600mm	<i>Park Facility Standards or equivalent</i>
Fire Ring – Group Use 900mm	
Other Steel or Concrete Fire Enclosures	<i>As found</i>
Barbeque Attachments (Table-mounted)	<i>Park Facility Standards or equivalent.</i>
Barbeque	<i>Park Facility Standards or equivalent, or commercial products</i>
Enclosed Wood Stoves	<i>Commercial product</i>

FACILITY SPECIFICATIONS

These Facilities include the immediate area surrounding the fire ring or stove.

2. OBJECTIVE

The objective of this Maintenance Standard is to provide safe, clean, inviting, and functional fire rings within park grounds.

3. OPERATIONAL MAINTENANCE TASKS

3.1 Operation

- a. Where campsites (with fire rings) are in use, patrol and observe regarding potential damage to park furniture and facilities, and park foliage;
- b. Where campsites (with fire rings) are vacant, or where independent fire rings, barbeques, attachments, or stoves are not in use, perform cleaning tasks to required standards and frequency;
- c. Tasks required to be performed in connection with fire rings or stoves in campgrounds, including group campgrounds, are required to be performed when a site is vacated by a party, and prior to occupation by a subsequent party, subject to Operator presence requirements;
- d. Tasks required to be performed for fire rings, barbeques, barbeque attachments, or stoves in day use sites are required to be performed during times of expected vacancy based on area usage. Services are not to impede use of Facility, and shall be scheduled accordingly subject to public use patterns and Operator presence requirements;
- e. Daily cleaning tasks do not need to be repeated if a site has remained continuously vacant or unused since the required maintenance activities have last been performed provided that weather, transient usage, or other events have not resulted in the need for maintenance attention despite nominal vacancy.

3.2 Cleaning (Regular)

- a. All areas inside and outside fire ring or stove to be cleared of all deposits and spills of food, waste, litter, or other foreign or objectionable materials;
- b. Remove partially burnt wood from fire ring or stove and site;
- c. Remove burnt ash and dispose of if above adjacent ground level for fire rings, and deeper than 50mm in wood stoves;
- d. Remove and dispose of inappropriate combustibles;
- e. Rake surrounding area to collect and remove all visible organic materials or any flammable materials;
- f. Remove unused firewood from site or pile neatly next to fire ring, or sufficient distance from wood stove to prevent ignition.

FACILITY SPECIFICATIONS

3.3 Cleaning (Major)

- a. All 'Regular Cleaning' tasks;
- b. Remove all buildup of dirt, rain and mud splash marks, moss, and other organic growth.

3.4 Operational Repair

- a. Remove any combustible vegetation within 3m vertically and 1m horizontally of a fire ring;
- b. Re-weld attachment points as required;
- c. Re-locate fire rings that have been moved by park users;
- d. Tighten or replace hardware on wood stoves;
- e. Replace worn or damaged door gaskets on wood stoves;
- f. Ensure stove flue and chimney are attached and safely functioning as per factory specifications.

3.5 Condition Preservation

- a. On barbeques and barbeque table attachments, prepare, prime, and repaint deteriorated finish or spot repair damaged paints using suitable primer and Tremclad or other paint specifically intended for metal applications. High heat paint (e.g. barbeque paint) for exposure to 550°-650°C (1,000°-1,200°F) for more durable results;
- b. Fire Rings to be installed in ground surface in accordance with Facility Standards, typically with the inside surface below grade level;
- c. Adjust to correct height and level as necessary, including interior and exterior soil levels;
- d. Add gravel, rake and compact as required;
- e. Remove gravel from area in front of strap or otherwise ensure proper function of combustion air draft in accordance with design;
- f. Ensure proper mounting and attachment of wood stoves;
- g. Clean stove flue and chimney to remove soot and creosote buildup seasonally or as required.

4. TASK FREQUENCY AND TIME FRAMES

Where Frequency is indicated, the specified task must be completed in accordance with the Task Specifications on a routine frequency not less than that shown in the following table.

Ref.	Maintenance/Task	Frequency			Response Time		
		H/D	M	B/R	H/D	M	B/R

FACILITY SPECIFICATIONS

3.1	Operation	As Required			---	---	---
3.2	Cleaning (Regular)	Daily	Daily	Service Interval	---	---	---
3.3	Cleaning (Major)	Weekly	Weekly	Monthly	---	---	---
3.4	Operational Repair	---	---	---	3 Days	3 Days	1 Week
3.5	Condition Preservation	Seasonal			---	---	---

5. ADDITIONAL SPECIFICATIONS AND LIMITATIONS

- a. Requirement does not include the contracting of a Wood Energy Technical Trained professional to complete inspection.

FACILITY SPECIFICATIONS

D. PARK STRUCTURES

- D-01 Gates and Barrier Posts
 - D-02 Information Shelters
 - D-03 Elevated Structures and Barriers
 - D-04 Boat Launches
 - D-05 Wharves, Docks, and Ramps
 - D-06 Buoys, Floating Markers, and Anchors
 - D-07 Signs
-



FACILITY SPECIFICATIONS

Section D-01: Gates, Barrier Posts, and Fences

1. APPLICATION

This Maintenance Standard applies to the following park facilities:

Description	Notes
Removable Barrier Post	<i>Removable or lockable barrier posts made of steel piping are found in the Park Facility Standards. However, wood posts and other forms of removable/lockable barrier posts may also be found in the field.</i>
Traffic Control Gates	<i>Traffic gate designs are found in the Park Facility Standards. However, alternative custom designs are found in many installations.</i>
Other Gates and Barriers	<i>Any other gate or barrier provided as part of the parks operation not noted in the standards but functional to the operation of a Facility. These may include barrier rocks or logs.</i>
Fences	<i>All fencing in an Operating Area, including safety, security, and perimeter fences (chain link, rigid barriers, railings, and fencing) and fencing to contain usage and discourage encroachment (picket, closed board, split rail, etc.)</i>

2. OBJECTIVE

The objective of this Maintenance Standard is to provide safe, effective, and functional gates and other access barriers and fences within park grounds.

3. OPERATIONAL MAINTENANCE TASKS**3.1 Operation**

- a. Gates opened or closed in accordance with Agreement and Operating Area opening periods, or as conditions warrant;
- b. Gates locked closed or open to prevent unauthorized access, or unauthorized change of gate position;
- c. Barrier posts installed and locked as required to manage access.

3.2 Cleaning (Regular)

- a. Sweeping concrete foundations if exposed;

FACILITY SPECIFICATIONS

- b. Sweeping gate components to remove any visible spider webs, moss, litter, debris, or other undesirable material.

3.3 Cleaning (Major)

- a. All “Regular Cleaning” tasks;
- b. Scrubbing and/or Pressure washing to remove all buildup of waste, dirt, moss, lichen, or other organic growth.

3.4 Operational Repair

- a. Restore barriers which have been displaced without authorization or by natural forces to intended locations and function;
- b. Reinstall or replace missing, dislodged, or damaged signs or other components;
- c. Tighten, adjust, or replace hardware, chains, and locks;
- d. Straighten posts and support wheel assemblies to ensure proper operation;
- e. Service and grease pivot posts, sleeves, and support wheel assembly as required for proper operation;
- f. Repair fencing as required to maintain functional integrity for intended purpose, and to maintain appropriate appearance.

3.5 Condition Preservation

- a. Repaint on required frequency;
- b. Touch up painted surfaces exposed by cracking, or damage;
- c. Ensure information signage is in place, up to date, clearly legible, and in good condition without visible bends, bullet damage, or other damage;
- d. Replace reflective markers and signage or decals as applicable.

FACILITY SPECIFICATIONS**4. TASK FREQUENCY AND TIME FRAMES**

Where Frequency is indicated, the specified task must be completed in accordance with the Task Specifications on a routine frequency not less than that shown in the following table.

Ref.	Maintenance/Task	Frequency			Response Time		
		H/D	M	B/R	H/D	M	B/R
3.1	Operation	Timing in accordance with Operating Area requirements			---	---	---
3.2	Cleaning (Regular)	Weekly	Weekly	Weekly	---	---	---
3.3	Cleaning (Major)	Monthly	Monthly	Seasonal	---	---	---
3.4	Operational Repair	---	---	---	1 Day	1 Day	2 Days
3.5	Condition Preservation	Seasonal			---	---	---

5. ADDITIONAL SPECIFICATIONS AND LIMITATIONS

- a. The routine process of opening and closing gates will serve as a required inspection of gate operation, and therefore initiates the response time requirement;
- b. Where damage, deterioration, or failure of fences or barriers compromises public safety, or invites access into areas which should remain restricted, the Operator will immediately erect and install temporary delineation by way of signing, barricade (barrier or hazard) tape, barricades, snow fencing, steel panel fencing, or other means as appropriate.
- c. Operational Repairs do not include the replacement of structural components such as complete wheel assemblies, gate pivot posts, gate locking posts and gate swing arms.
- d. Repair and replacements on 3.4 (f) is limited to individual parts of the facility and does not apply to complete replacement or replacement of broken or rotten structural posts or components. Operational Repairs exclude major structural or foundation repairs, repairs or modifications requiring engineering involvement, replacement of handrails, fencing sections, support structures or retaining structures damaged or displaced by mechanical or natural forces or deemed unsafe due to age of the structure.

Section D-02: Shelters**1. APPLICATION**

This Maintenance Standard applies to the following park facilities:

Description	Notes
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FACILITY SPECIFICATIONS

Information Shelters (standard types)	<i>Information shelters include Types I, II, III, or IV as specified in, or generally similar to, the Park Facility Standards.</i>
Information Kiosks	<i>Information Kiosks include the design found in the Park Facility Standards, or similar configurations.</i>
Information Hut	<i>Information Huts include the design found in the Park Facility Standards, or similar configurations.</i>
Other Information Shelters	<i>Other structures, commercially produced or individually constructed, providing information or notification space and some level of roofing.</i>

These Facilities include the surrounding concrete, asphalt, stone, timber, or other surrounding pad or slab on which the structure is located, if any, as well as any access pathways.

2. OBJECTIVE

The objective of this Maintenance Standard is to provide safe, clean, inviting, and functional information shelters or kiosks within park grounds.

3. OPERATIONAL MAINTENANCE TASKS**3.1 Operation**

- a. Ensure that information signage is clean and securely fastened;
- b. Install or remove information notices as required;
- c. Remove expired or unauthorized signs and notices.

3.2 Cleaning (Regular)

- a. Sweep shelter components and underside of roof to remove any visible spider webs, insect nests, moss, litter, debris, or other undesirable material;
- b. Clear roofs of litter, leaves, and branches;
- c. Sweep concrete to collect and remove trash and debris;
- d. Remove trash and debris from surrounding pad and access;
- e. Remove leaves and branches from surrounding area

3.3 Cleaning (Major)

- a. All “Regular Cleaning” tasks;

FACILITY SPECIFICATIONS

- b.** Sweep and/or Scrub Facility including foundations, to remove all buildup of dirt, rain and mud splash marks, or organic growth;
- c.** Wash exterior of transparent or translucent roofing materials free of all foreign materials;
- d.** Remove material from gaps and areas between components;
- e.** Hand or power excavation of top crushed gravel surface to remove organic growth.

3.4 Operational Repair

- a.** Tighten and/or replace hardware as necessary;
- b.** Clear gutters and drains of leaves and other debris;
- c.** Repair or replace roof cap, and individual roof shingles, composite or metal panels;
- d.** Repair and/or reaffix loose trim boards, and roof materials;
- e.** Replace or reinstall plugs as necessary;
- f.** Make general repairs as required.

3.5 Condition Preservation

- a.** Repaint on required frequency;
- b.** Repair such parts of the Facility that are broken, rotted, leaking or otherwise damaged;
- c.** Straighten posts on info shelters by adding and/or compacting gravel as applicable to correct for settling and/or erosion impacts;
- d.** Remove accumulated debris from space between posts and foundation;
- e.** Install seasonal support posts for snow loading protection.

FACILITY SPECIFICATIONS**4. TASK FREQUENCY AND TIME FRAMES**

Where Frequency is indicated, the specified task must be completed in accordance with the Task Specifications on a routine frequency not less than that shown in the following table.

Ref.	Maintenance/Task	Frequency			Response Time		
		H/D	M	B/R	H/D	M	B/R
3.1	Operation	As required			---	---	---
3.2	Cleaning (Regular)	Daily	Daily	Service Interval	---	---	---
3.3	Cleaning (Major)	Monthly	Monthly	Seasonal	---	---	---
3.4	Operational Repair	---	---	---	1 Week	1 Week	1 Month
3.5	Condition Preservation	Seasonal			---	---	---

5. ADDITIONAL SPECIFICATIONS AND LIMITATIONS

- a. Repair and replacements in 3.5 (b) is limited to individual parts of the structure, and does not apply to complete replacement, replacement of complete roofing, or replacement of broken or rotted structural posts or footings;
- b. Repair and replacement of snow damaged roof structure is not required as part of this Standard unless the Operator has failed to install roof snowload support posts where required.

Section D-03: Elevated Structures and Barriers**1. APPLICATION**

This Maintenance Standard applies to the following park facilities:

Description	Notes
Footbridges	<i>Includes bridges described in the Park Facility Standards, as well as other footbridge structures, whether engineered or not.</i>
Boardwalks	<i>Any locations where user trail surface is suspended over terrain. May be engineered or other structures.</i>
Viewing Platforms	<i>Includes at-grade platforms however surfaced, and elevated platforms.</i>

FACILITY SPECIFICATIONS

Timber Stairs	<i>Typically overlapping timber risers sides with earth, gravel, asphalt, or paving stone tread.</i>
Timber Steps	<i>Typically timber stringers and treads</i>
Retaining walls and Retaining Structures	<i>All types</i>
Railings and Barriers	<i>Safety railings and access barriers (not including at-grade fencing), independently or in conjunction with any elevated or at-grade structures from which there may be a fall hazard.</i>
Elevated Tenting Platforms	<i>All designs</i>
Equestrian Facilities	<i>Includes corrals, hitching rails and posts.</i>

These Facilities include handrails where applicable.

2. OBJECTIVE

The objective of this Maintenance Standard is to provide safe, clean, inviting, and functional steps, stairs, retaining facilities, footbridges, and elevated structures within park grounds.

3. OPERATIONAL MAINTENANCE TASKS**3.1 Operation**

- a. Open or close facilities as may be required by the Agreement, or as conditions warrant.
- b. Ensure signage is clean, applicable, and securely mounted and fastened.

3.2 Cleaning (Regular)

- a. Sweep Facility, components, and underside of roof where applicable to remove any visible spider webs, insect nests, moss, litter, debris, or other undesirable material;
- b. Clear roofed facilities of litter, leaves, and branches where accessible.

3.3 Cleaning (Major)

- a. All “Regular Cleaning” tasks;
- b. Sweeping, scrubbing, and where appropriate, power-washing Facility including visible foundations, to remove all buildup of dirt, rain and mud splash marks, or organic growth;
- c. Removal of material from gaps and areas between components, such as between decking boards, and between decking and stringers;
- d. Hand excavation of earth or gravel tread surface to remove organic growth.

FACILITY SPECIFICATIONS**3.4 Operational Repair**

- a. Tighten and/or replace hardware as necessary;
- b. Reinstall and/or replace individual pieces of split or broken decking material, and remove foreign objects;
- c. Adjust to level, place gravel and/or compact as necessary;
- d. Re-install and/or replace individual pieces of damaged or broken handrail material;
- e. Sand splinters smooth, fill cracks, field coat with applicable material;
- f. Straighten and secure handrails and posts.

3.5 Condition Preservation

- a. Adjust boardwalk and small footbridges stringer (under 5m in length) heights by adding wooden material and/or compacted gravel as applicable to correct for settling and/or erosion impacts.
- b. Repaint on required frequency where applicable;
- c. Prepare, prime, and repaint metal components, where applicable, as required.

4. TASK FREQUENCY AND TIME FRAMES

Where Frequency is indicated, the specified task must be completed in accordance with the Task Specifications on a routine frequency not less than that shown in the following table.

Ref.	Maintenance/Task	Frequency			Response Time		
		H/D	M	B/R	H/D	M	B/R
3.1	Operation	As required			---	---	---
3.2	Cleaning (Regular)	Weekly	Weekly	Weekly	---	---	---
3.3	Cleaning (Major)	Monthly	Monthly	Seasonal	---	---	---
3.4	Operational Repair	---	---	---	2 Days	2 Days	1 Week
3.5	Condition Preservation	Seasonal			2 Months	2 Months	2 Months

5. ADDITIONAL SPECIFICATIONS AND LIMITATIONS

- a. Operational Repairs exclude major structural or foundation repairs, repairs or modifications requiring engineering involvement, replacement of complete decking or boardwalk sections, handrail or fencing sections, or retaining structures displaced by rockfall or earth movement.

FACILITY SPECIFICATIONS**Section D-04: Boat Launches****1. APPLICATION**

This Maintenance Standard applies to the following park facilities:

Description	Notes
Boat Launches – Vehicle/Trailer	<i>Includes all launches constructed for the launching of trailered watercraft.</i>
Boat Launches – Cartop/paddlecraft	<i>Includes all launch areas constructed for the launching of hand-portable watercraft not requiring trailer ramp access.</i>

These Facilities include associated maneuvering areas, as applicable. The Standards for Roadways, Parking Lots, and related works apply to such parts of the Facility.

2. OBJECTIVE

The objective of this Maintenance Standard is to provide safe, clean, inviting, and functional boat launches within park grounds.

3. OPERATIONAL MAINTENANCE TASKS**3.1 Operation**

- a. Open or close facilities as may be required by the Agreement, or as conditions warrant;
- b. Ensure signage is clean, applicable, and securely mounted and fastened;
- c. Operate and maintain associated docks, ramps, boarding floats, buoys, access roadways, and parking in accordance with the applicable Standard.

3.2 Cleaning (Regular)

- a. Clear apron, ramps, and shoulders of accumulations sand, gravel, driftwood, or other debris deposits;
- b. Remove and dispose of litter;
- c. Sweep ramps and aprons to remove any visible moss, litter, debris, or other undesirable materials.

3.3 Cleaning (Major)

- a. All “Regular Cleaning” tasks;

FACILITY SPECIFICATIONS

- b. Scrub and/or Pressure wash Facility to remove all buildup of animal waste, dirt, moss, lichen, or other organic growth.

3.4 Operational Repair

- a. Remove deposited material by hand as necessary;
- b. Add gravels to ensure gravel surfaces 15-45mm below top of concrete ramps and aprons;
- c. Reset concrete curbs or other barriers to designated location for effective control of access or limit range of vehicular travel.

3.5 Condition Preservation

- a. Correct alignment of ramp pads above low water level;
- b. Grout spalled or damaged concrete surfaces above low water level;

4. TASK FREQUENCY AND TIME FRAMES

Where Frequency is indicated, the specified task must be completed in accordance with the Task Specifications on a routine frequency not less than that shown in the following table.

Ref.	Maintenance/Task	Frequency			Response Time		
		H/D	M	B/R	H/D	M	B/R
3.1	Operation	As required			---	---	---
3.2	Cleaning (Regular)	Daily	Daily	Service Interval	---	---	---
3.3	Cleaning (Major)	Monthly	Monthly	Seasonal	---	---	---
3.4	Operational Repair	---	---	---	1 Week	1 Week	1 Week
3.5	Condition Preservation	Seasonal			1 Month	1 Month	1 Month

5. ADDITIONAL SPECIFICATIONS AND LIMITATIONS

- a. Supply and placement of crushed gravel is limited to 1.0 cubic meter per boat launch Facility (this limitation is independent of limitations for associated parking areas or roadways);
- b. Use cleaning products approved and suitable for an aquatic or riparian environment.

FACILITY SPECIFICATIONS**Section D-05: Wharves, Docks, and Ramps****1. APPLICATION**

This Maintenance Standard applies to the following park facilities:

Description	Notes
Docks, Wharves, Floats, Ramps, and Swim Floats	<i>Includes all floating or fixed structures constructed over water, designed and constructed to facilitate activities such as swimming or fishing, launching, loading, tying up, or boarding of watercraft.</i>

These Facilities include associated fixed abutments and piers.

Applicable Standards for associated maneuvering areas, roadways, parking lots, and related works apply to such parts of the Facility.

2. OBJECTIVE

The objective of this Maintenance Standard is to provide safe, clean, inviting, and functional boat launches, fixed or floating docks and wharves, and swim floats within park grounds.

3. OPERATIONAL MAINTENANCE TASKS**3.1 Operation**

- a. Where units are designated and/or designed for seasonal removal, install dock assemblies at start of season/operating period, and remove at end of period [assemblies may have beaching apparatus or may require crane for removal];
- b. Ensure that facilities removed from water are placed and secured in a location not subject to damage, and above high water or storm surge/wave levels;
- c. Ensure designated or required signage is clean, applicable, and securely mounted and fastened.

3.2 Cleaning (Regular)

- a. Ensure safety ladders are in place, and if extensible, are in retracted position;
- b. Ensure signs are in place, clean, secure, and legible;
- c. Sweep abutment, ramp, dock, wharf, and float components to remove any visible spider webs, moss, litter, debris, or other undesirable material.

FACILITY SPECIFICATIONS

3.3 Cleaning (Major)

- a. All “Regular Cleaning” tasks;
- b. Scrub and/or Pressure wash Facility to remove all buildup of waste, dirt, moss, algae, or other organic growth.

3.4 Operational Repair

- a. Repair dock shoreline connection security if compromised;
- b. Replace signing as required;
- c. Re-install or replace dock fender or edging;
- d. Drain or pump out floatation elements where required;
- e. Re-attach and/or replace individual tie up rails, tie-up cleats, hand rails, splintered, rotted, or cracked decking boards, traction slats or anti-slip cleats or surfacing, or other decking materials, and dock or hinge gap covers or mats;
- f. Tighten, adjust, and/or replace attachment hardware, cleats, chains, galvanic anodes, and locks as necessary within 0.3 m below water surface;
- g. Replace wear strips, grease hinge and pivot assemblies, and adjust pile hoops as necessary;
- h. Replace reflective markers, and information signs and decals as necessary.

3.5 Condition Preservation

- a. Drain or pump out flotation elements where applicable;
- b. Replace individual floatation elements;
- c. Refinish decking.

4. TASK FREQUENCY AND TIME FRAMES

Where Frequency is indicated, the specified task must be completed in accordance with the Task Specifications on a routine frequency not less than that shown in the following table.

Ref.	Maintenance/Task	Frequency			Response Time		
		H/D	M	B/R	H/D	M	B/R
3.1	Operation	As required			---	---	---
3.2	Cleaning (Regular)	Daily	Daily	Service Interval	---	---	---
3.3	Cleaning (Major)	Monthly	Monthly	Seasonal	---	---	---
3.4	Operational Repair	---	---	---	2 Days	2 Days	1 Week
3.5	Condition Preservation	Seasonal			---	---	---

FACILITY SPECIFICATIONS

5. ADDITIONAL SPECIFICATIONS AND LIMITATIONS

Use cleaning products approved and suitable for an aquatic or riparian environment.

Section D-06: Buoys, Floating Markers, and Anchors

1. APPLICATION

This Maintenance Standard applies to the following park facilities:

Description	Notes
Mooring Marker Buoys	<i>Anchored floats for mooring or securing vessels</i>
Swim Area Marker Buoys	<i>Anchored floats for delineating swimming areas to the exclusion of powered watercraft.</i>
Diving Marker Buoys	<i>Anchored floats indicating sub-marine features for divers (artificial reefs, wrecks)</i>
Anchor Blocks and Chains	<i>Concrete blocks and other sub-marine anchoring systems to secure buoys, floats, and docks.</i>

These Facilities include navigational and shore markers within the Operating Area(s).

2. OBJECTIVE

The objective of this Maintenance Standard is to provide safe, inviting, functional, and recognized standard buoys and secure anchoring systems within park areas.

3. OPERATIONAL MAINTENANCE TASKS

3.1 Operation

- a. Where deployment is seasonal, install and remove in accordance with Agreement;
- b. Adjust anchor rope/chain lengths as necessary;
- c. Tighten, adjust, and/or replace hardware (swivels, clevises, etc) as necessary.

3.2 Cleaning (Regular)

Section not used.

3.3 Cleaning (Major)

- a. Scrub and/or Pressure wash to remove all buildup of waste, marine life, or other organic growth.

FACILITY SPECIFICATIONS**3.4 Operational Repair**

- a. Replace information signs or decals as necessary
- b. Replace missing buoys and markers as required.

3.5 Condition Preservation

- a. Where necessary and applicable, remove marker buoys and lines and store in safe dry place, ensuring that anchor chains can be located for re-installation;
- b. Inspection, repair, and/or replacement of underwater anchor and chain assembly.

4. TASK FREQUENCY AND TIME FRAMES

Where Frequency is indicated, the specified task must be completed in accordance with the Task Specifications on a routine frequency not less than that shown in the following table.

Ref.	Maintenance/Task	Frequency			Response Time		
		H/D	M	B/R	H/D	M	B/R
3.1	Operation	As required			---	---	---
3.2	Cleaning	Section Not Used			---	---	---
3.3	Cleaning (Major)	Monthly	Monthly	Seasonal	---	---	---
3.4	Operational Repair	---	---	---	1 Week	1 Week	1 Week
3.5	Condition Preservation	Seasonal			---	---	---

5. ADDITIONAL SPECIFICATIONS AND LIMITATIONS

- a. Navigational markers and buoys are to be maintained and marked in accordance with Transport Canada requirements and standards.

Section D-07: Signs**1. APPLICATION**

This Maintenance Standard applies to the following park facilities:

Description	Notes
Campsite Number Posts	<i>Numbered posts to provide campsite addresses within a park or campground.</i>

FACILITY SPECIFICATIONS

Vehicle Signs	<i>Includes all signs intended for traffic control or to guide visitors to park features and facilities.</i>
Pedestrian Signs	<i>Includes all signs to guide park visitors in non-vehicular park areas</i>
Type A Signs	<i>As specified in Park Facility Standards or successor designs</i>
Boundary Markers (Corporate and Portal)	<i>As specified in Park Facility Standards or successor designs</i>
Boundary Markers – Historic Carved Entrance Signs	<i>Individually designed and crafted signs and carvings</i>
Other Signs	<i>Any other sign or sign structure either provided in accordance with Park Facility Standards, or designed/modified for use within the Park environment</i>

These Facilities include applicable posts and support, footings, perimeter, and viewing angle.

2. OBJECTIVE

The objective of this Maintenance Standard is to provide clear and functional signing within park areas.

3. OPERATIONAL MAINTENANCE TASKS

3.1 Operation

- a. Install and remove seasonal signs as required;
- b. Install or remove signs as applicable to Facility operation.

3.2 Cleaning (Regular)

- a. Sweep to remove any visible spider webs, insect nests, moss, litter, debris, or other undesirable material;
- b. Wipe sign surfaces clean with appropriate cleaning towel and products to avoid damage or degradation of surface or message media.

3.3 Cleaning (Major)

- a. Includes all “Regular Cleaning” items;
- b. Sweep, Scrub and/or Pressure wash Facility, including posts and exposed foundations, to remove all buildup of dirt, rain and mud splash marks, or organic growth, taking care to avoid sign damage through heated water or harsh cleaners;

FACILITY SPECIFICATIONS

- c. Trim surrounding branches and vegetation back beyond the standard 0.5 meter distance as necessary to ensure clear visibility of signs from applicable distances and at relevant viewing angles.

3.4 Operational Repair

- a. Straighten posts, install gravel, and compact as necessary;
- b. Adjust and secure sign blades as necessary;
- c. Replace sign faces or decals as necessary;
- d. Remove graffiti.

3.5 Condition Preservation

- a. Repaint posts on required frequency where applicable;
- b. Repaint lettering on carved or routed signs;
- c. Replace rotted or damaged sign posts, if not impacted by archeological area;
- d. Straighten bent signs.

4. TASK FREQUENCY AND TIME FRAMES

Where Frequency is indicated, the specified task must be completed in accordance with the Task Specifications on a routine frequency not less than that shown in the following table.

Ref.	Maintenance/Task	Frequency			Response Time		
		H/D	M	B/R	H/D	M	B/R
3.1	Operation	As required			---	---	---
3.2	Cleaning	Weekly	Weekly	Weekly	---	---	---
3.3	Cleaning (Major)	Monthly	Monthly	Monthly	---	---	---
3.4	Operational Repair	---	---	---	2 Days	2 Days	1 Week
3.5	Condition Preservation	Seasonal			---	---	---

5. ADDITIONAL SPECIFICATIONS AND LIMITATIONS

5.1 Limitations

- a. Operational Maintenance requirements includes refinishing of complete cedar blades/panels on Type A signs, but excludes the replacement of posts and cross-arms on Type A signs,
- b. Operational Maintenance does not include refurbishing of Entrance Signs, Portal Signs, and historic carved entrance signs other than cleaning and painting;

FACILITY SPECIFICATIONS

- c. Operational Maintenance includes labour cost for replacement of sign blades but excludes purchase cost of signs and posts.

5.2 Park Facility Standards

Signs standards including sizes, symbols, lettering, and installation shall conform to the Park Facility Standards, as published or as amended from time to time.

5.3 Traffic Signs

The design, format and siting of traffic control signs must conform to the *Motor Vehicle Act, Regulations B.C. Reg.55 Div23* and the Ministry of Transportation & Infrastructure *Manual of Standard Traffic Signs and Pavement Markings*.

5.4 Standard Symbols

Where not specifically indicated in the preceding standards or Regulations references, signs shall use standard accepted symbols where applicable.

FACILITY SPECIFICATIONS

Section E-01: Gravel Campsites and Tent Pads

1. APPLICATION

This Maintenance Standard applies to the following park facilities:

Description	Notes
Single Sites Type 1 (Standard or Reverse)	<i>Vehicle campsites may or may not conform to the specific standards. Standards may vary depending on the Management Plan for a specific park.</i>
Double Sites Type II	
Pull-Through Sites Type III and IV	
Walk-in Campsites	<i>Campsites without direct vehicle access. May have adjacent individual parking or group parking area.</i>
Built-up Tent Pads	<i>Tent pads may be found within or adjacent to any type of Site, or in Walk-in camping areas</i>
Rustic Campsites or Group Sites	<i>As constructed in any area.</i>
Campsite Utilities	<i>Includes user utilities provided at some campsites, regardless of type. May include electrical service, water service, sewer or grey-water connections, and/or other services.</i>

2. OBJECTIVE

The objective of this Maintenance Standard is to provide safe, clean, inviting, and functional campsites and tent pads within park grounds. It should be noted that these Facilities are likely to include Furniture (Picnic Tables, Fire Rings, etc.) for which Maintenance Standards are described independently in different Sections of the Standards and may include utilities.

3. OPERATIONAL MAINTENANCE TASKS

3.1 Operation

- a. Where campsites are occupied, patrol and observe regarding potential damage to park furniture and facilities, and park foliage;
- b. Tasks required to be performed in connection with campsites, including group campgrounds, are required to be performed when a site is vacated by a party, and prior to occupation by a subsequent party, subject to Operator presence requirements;
- c. Where campsites are vacated, perform cleaning tasks to required standards and frequency, except that daily cleaning tasks do not need to be fully repeated if a site has remained continuously vacant or unused since the required maintenance activities have last been

FACILITY SPECIFICATIONS

performed provided that weather, transient usage, or other events have not resulted in the need for maintenance attention despite nominal vacancy.

- d. Vacant sites must be maintained in the condition required after Cleaning (Regular);
- e. Operate utilities.

3.2 Cleaning (Regular)

- a. Remove any visible litter, debris, and waste material from site;
- b. Rake gravel surface to collect any visible organic material, grass, moss, weeds, etc.;
- c. Level or fill irregularities made by occupants or otherwise occurring;
- d. Remove all deleterious and extraneous materials, non-standard or visitor-created furniture and structures, support poles, nails, and ropes, other potential hazards and damage;
- e. Clean campsite number posts as required and remove expired paperwork;
- f. Clean utility posts and connections, sweep mounting pads to remove any webs, moss, litter, debris or other undesirable material;
- g. Where potable water utility is provided, wipe tap or hose connection with disinfectant.

3.3 Cleaning (Major)

- a. Remove organic growth in sites;

3.4 Operational Repair

- a. Trim all overhanging branches to provide a minimum 4.0m vertical clearance above the defined site surface;
- b. Replace gravel and compact excavated holes as necessary;
- c. Ensure maintenance activities do not remove surfacing, create low areas, or impede drainage;
- d. Tighten or replace tie-down hooks on tent pads;
- e. Replace or repair campsite number posts;
- f. Cleanup and disposal of minor spills of hydrocarbons (oils or fuel) in accordance with prevailing Regulations;
- g. Cleanup and disposal of waste (grey or black water spills or improper disposal by occupants) and restoration of site surface.

FACILITY SPECIFICATIONS**3.5 Condition Preservation**

- a. Level campsite surfaces, removing ruts and potholes.
- b. Hand or power excavate top of crushed gravel surface, if required to remove organic growth, and apply and compact new gravel as required.

4. TASK FREQUENCY AND TIME FRAMES

Where Frequency is indicated, the specified task must be completed in accordance with the Task Specifications on a routine frequency not less than that shown in the following table.

Ref.	Maintenance/Task	Frequency			Response Time		
		H/D	M	B/R	H/D	M	B/R
3.1	Operation	As required			---	---	---
3.2	Cleaning (Regular)	Daily	Daily	Service Interval	---	---	---
3.3	Cleaning (Major)	Monthly	Monthly	Monthly	---	---	---
3.4	Operational Repair	---	---	---	2 Days	2 Days	1 Week
3.5	Condition Preservation	Seasonal			---	---	---

5. ADDITIONAL SPECIFICATIONS AND LIMITATIONS

- a. Maintenance of water supply and wastewater components of campsite utilities, where provided, to be in accordance with requirements for Park Water Supply and Effluent Disposal Systems in these Specifications;
- b. Gravel supply and placement requirement is limited to 1.0m³ per 20 sites per year;
- c. Trim branches with an appropriate saw to leave clean, smooth surface on remaining vegetation - do not break off branches;
- d. This Standard is to be read in conjunction with maintenance of site Furniture facilities;
- e. Cleaning (Regular) will serve as the inspection or patrol for repair items and will be considered as initiation of Response Time requirements.
- f. Gravels are not to be routinely raked away from the table and fire ring, resulting in a loss of surfacing through maintenance activity;
- g. Gravels displaced through maintenance activity shall be replaced by the Operator, and are not subject to the limitation of (b) of this Section;
- h. Gravels used to surface, resurface, or repair gravel campsites shall be of a quality proven to provide a durable surface resistant to potholing, rutting, and displacement,

FACILITY SPECIFICATIONS

and shall generally be crushed 19mm (3/4”) or 12mm (1/2”) with sufficient fines to create a stable surface resistant to displacement. Clean gravels without adequate fines shall not be used for gravel surfaces. The Operator may use gravel defined as “High Fines Surfacing Aggregate (HFSA)” meeting the requirements of BC Ministry of Transportation & Infrastructure ‘Standard Specifications for Highway Construction’ Section 202 (Table 202-C) for HFSA, except that the maximum to size shall not exceed 19mm (3/4”);

- i. Utility maintenance requirements do not include replacement of major components, or any works which require the services of a licensed professional or certified tradesperson.

Section E-02: Beaches

1. APPLICATION

This Maintenance Standard applies to the following park facilities:

Description	Notes
Day Use Beach Areas	<i>Includes sand or pebble grounds adjacent to water areas, whether</i>
Group Site Beach Areas	<i>natural or constructed.</i>

2. OBJECTIVE

The objective of this Maintenance Standard is to provide safe, clean, and inviting beach areas within park grounds

3. OPERATIONAL MAINTENANCE TASKS

3.1 Operation

Not applicable.

3.2 Cleaning (Regular)

- a. Remove any visible litter or debris from beach areas;
- b. Remove mounds and fill holes;
- c. Remove patron-imported rocks and foreign natural materials.

FACILITY SPECIFICATIONS

3.3 Cleaning (Major)

- a. Rake and level beach areas as applicable consistent with the natural environment;
- b. Remove and dispose of all organic material, large exposed rocks, and other debris.

3.4 Operational Repair

- a. Trim overhanging branches to provide appropriate vertical clearance;
- b. Remove invasive weed growth;
- c. Remove ambient insect, parasite, or other detrimental, nuisance, or hazardous pest nests from beach areas.

4. TASK FREQUENCY AND TIME FRAMES

Where Frequency is indicated, the specified task must be completed in accordance with the Task Specifications on a routine frequency not less than that shown in the following table.

Ref.	Maintenance/Task	Frequency			Response Time		
		H/D	M	B/R	H/D	M	B/R
3.1	Operation	Not Applicable			---	---	---
3.2	Cleaning (Regular)	Daily	Daily	Service Interval	---	---	---
3.3	Cleaning (Major)	Weekly	Weekly	Monthly	---	---	---
3.4	Operational Repair	---	---	---	1 Week	1 Week	1 Week
3.5	Condition Preservation	Seasonal			---	---	---

5. ADDITIONAL SPECIFICATIONS AND LIMITATIONS

5.1 Beach Works

Silt fencing may be required to be installed at the shoreline before commencement of works in any beach area which would result in siltation of a watercourse. This does not pertain to simple beach cleaning and grooming, but would apply to works that encroach into the watercourse. The Operator shall take care to ensure that maintenance works do not cause siltation.

5.2 Beach Sand

Beach sand material furnished by the Operator shall be washed sand free of roots, organic matter, lumps, trash or other debris. The sand particles shall be sub-angular and classified well-graded sand.

FACILITY SPECIFICATIONS

Unless otherwise agreed to be acceptable beach sand, the sand shall meet the following gradation requirements:

Sieve Size	% Passing by Weight	Sieve Size	% Passing by Weight
4.75mm (#4)	100	0.3mm (#50)	5-30
2.4mm (#8)	85-100	0.15mm (#100)	0-10
1.2mm (#16)	55-85	0.075mm (#200)	0-3
0.6mm (#30)	30-60		

5.3 Limitation

- a. Removal, control, and/or treatment of invasive and noxious weed growth in the beach area is limited to \$1,000 per year per operating area. This limitation considers staff time, supplies, and control measures used to complete this task. Specific direction on control measures will be given by the Province.
- b. Mechanical grooming of beach area to restore slope and level, remove vegetation from beach area, and remove embedded debris.

Section E-03: Lawns and Picnic Areas**1. APPLICATION**

This Maintenance Standard applies to the following park facilities:

Description	Notes
Day-Use lawn areas	<i>Typically natural or installed lawn/grass areas in picnic grounds, group sites, or other recreation areas, including parking area medians and shoulders, common spaces, path or access shoulders, and open grass areas.</i>
Group Site lawn areas	
Park entrance areas or portals	<i>Landscaped areas to provide visibility or enhancement to entrance portals or other designated areas.</i>
Roadway shoulders, back/side slopes, and medians	<i>Road shoulder or slopes to provide clear zones or separation medians.</i>
Landscaped areas	<i>All other landscaped areas, typically comprised of areas adjacent to buildings, areas adjacent to beaches, traffic islands, gatehouse areas, playgrounds.</i>

FACILITY SPECIFICATIONS

2. OBJECTIVE

The objective of this Maintenance Standard is to provide safe, clean, and inviting lawn and picnic areas within parks.

3. OPERATIONAL MAINTENANCE TASKS

3.1 Operation

- a. Mow lawn areas to retain grass within acceptable height range of between 5 and 7 cm;
- b. Edge and trim grass areas adjacent to foundations planters, entrances, signs and posts, paths, and walkways as necessary;
- c. Grass clippings to be mulched into lawn areas, or bagged and removed
- d. Weed control in lawn and planter areas.

3.2 Cleaning (Regular)

- a. Remove and dispose of any visible, litter, debris, or other undesirable material;
- b. Rake lawn areas to remove objectionable materials if necessary.

3.3 Cleaning (Major)

Not applicable to this Standard.

3.4 Operational Repair

- a. Replace soil, compact, and seed any excavated holes. Soil and seeds must be clean, weed free, and similar to pre-existing soil and vegetation;
- b. Maintain irrigation system if applicable.

3.5 Condition Preservation

- a. Clean associated ditches, culverts, drains, and drainage appliances for free water flow;

4. TASK FREQUENCY AND TIME FRAMES

Where Frequency is indicated, the specified task must be completed in accordance with the Task Specifications on a routine frequency not less than that shown in the following table.

Ref.	Maintenance/Task	Frequency			Response Time		
		H/D	M	B/R	H/D	M	B/R
3.1	Operation	As required based on conditions			---	---	---

FACILITY SPECIFICATIONS

Ref.	Maintenance/Task	Frequency			Response Time		
		H/D	M	B/R	H/D	M	B/R
3.2	Cleaning (Regular)	Daily	Daily	Service Interval	---	---	---
3.3	Cleaning (Major)	Not applicable			---	---	---
3.4	Operational Repair	---	---	---	1 Week	1 Week	1 Week
3.5	Condition Preservation	Seasonal			---	---	---

5. ADDITIONAL SPECIFICATIONS AND LIMITATIONS

- a. Removal, control, and/or treatment of invasive and noxious weed growth in the lawn and planter area is limited to \$1,000 per year per operating area. This limitation considers staff time, supplies, and control measures used to complete this task. Specific direction on control measures will be given by the Province.

Section E-04: Playgrounds**1. APPLICATION**

This Maintenance Standard applies to the following park facilities:

Description	Notes
Commercial Playground Equipment	<i>Installed commercial manufactured playground equipment (typically by Big Toy®, Landscape Structures®, PlaySense®, Blue Imp®, Henderson®, and other manufacturers)</i>
Natural Playground or Playscape	<i>Constructed play environments using a predominance of natural or processed natural materials (rocks, logs, timbers, etc).</i>
Swings and spring toys	<i>Commercial products</i>
Other Playground Facilities	<i>Structures or developments that have been provided as part of a playground area which may not be identified within an As-built diagram but are clearly part of the destination play area.</i>

These Facilities include defined perimeters if any, and related fall protection surfacing.

2. OBJECTIVE

The objective of this Maintenance Standard is to provide safe, clean, inviting, and functional playground facilities within parks.

FACILITY SPECIFICATIONS

3. OPERATIONAL MAINTENANCE TASKS

3.1 Operation

- a. Inspect Facility and document for obvious defects;
- b. Close Facility, or isolate components from use if unsafe;
- c. Tighten and/or replace hardware as necessary;
- d. Lubricate all moving components as required.

3.2 Cleaning (Regular)

- a. Sweep components to remove any visible spider webs, moss, litter, debris, or other undesirable material;
- b. Clean as required to keep undesirable material from accumulating between components;
- c. Spray commonly contacted play elements with disinfectant and wipe surfaces clean with appropriate cleaning towel once the appropriate contact time is reached;
- d. Rake fall protection surface to remove organic debris and litter.

3.3 Cleaning (Major)

- a. All “Regular Cleaning” tasks;
- b. Soften fall protection surface material (dig and fluff) in heavily impacted areas;
- c. Scrub and/or pressure wash components to remove all buildup of dirt, rain and mud splash marks, or organic growth, focusing on removing material from corners and between components.

3.4 Operational Repair

- a. Tighten, repair, or replace hardware and components;
- b. Adjust existing fall protection surfacing as necessary to uniformly distribute material and fill low areas in high impact areas (slide exit, etc.);
- c. Place gravel or topsoil on outside of perimeter and compact as necessary to eliminate holes and tripping hazards;
- d. Repair perimeter.

3.5 Condition Preservation

- a. Lubricate all moving components as required;
- b. Repair and/or replace wear strips, bushings, and bearings;

FACILITY SPECIFICATIONS

4. TASK FREQUENCY AND TIME FRAMES

Where Frequency is indicated, the specified task must be completed in accordance with the Task Specifications on a routine frequency not less than that shown in the following table.

Ref.	Maintenance/Task	Frequency			Response Time		
		H/D	M	B/R	H/D	M	B/R
3.1	Operation	Weekly	Weekly	Weekly	---	---	---
3.2	Cleaning (Regular)	Daily	Daily	Service Interval	---	---	---
3.3	Cleaning (Major)	Monthly	Monthly	Monthly	---	---	---
3.4	Operational Repair	---	---	---	1 Day	1 Day	2 Days
3.5	Condition Preservation	Seasonal			---	---	---

5. ADDITIONAL SPECIFICATIONS AND LIMITATIONS

5.1 Inspections

Where playgrounds are current commercial manufacture, the Operator shall obtain a maintenance and inspection manual or information from the manufacturer. These materials shall be made available to the Province for duplication. The Operator shall inspect the playground in accordance with the manufacturer's requirements if available and applicable, and shall fully document such inspections on the applicable forms provided with the maintenance information or in another suitable format.

Where no manufacturer's standards are available, the Operator shall inspect for the following:

- Stability of structure;
- No missing or rotted, badly rusted, cracked, or otherwise defective components that could be a safety hazard;
- All fasteners in place and tight;
- All welds secure;
- Footings and foundations buried and protected with adequate depth of fall protection surfacing;
- Appropriate depth of fall protection surfacing.

5.2 Fall Protection Surfacing

Fall protection surfacing tends to become displaced by usage, particularly in areas with a high level of lateral movement (bases of slides, areas under swings, etc.). The Operator shall soften surface

FACILITY SPECIFICATIONS

material (dig and fluff) in heavily impacted areas, and shall adjust existing fall protection surfacing as necessary to uniformly distribute material and fill low areas in high impact zones.

The Operator shall close the playground area (and document) when surface material is frozen.

5.3 Tools

Commercial playground equipment may require specialized security tools (hex-pin or other) to assemble, disassemble, and adjust. The Operator shall ensure that such tools are obtained prior to the operating season and are kept on hand.

5.4 Material Limitation

- a. The supply and placement of additional fall protection surfacing is limited to 1.0 m³ per playground per year. Fall protection surfacing shall be consistent with existing surfacing;
- b. The supply and placement of additional gravel or soil materials against the exterior perimeter is limited to 1.0 m³ per playground per year.

Section E-05: Bike Terrain Parks and Pump Tracks

1. APPLICATION

This Maintenance Standard applies to the following park facilities:

Description	Notes
Bike Terrain Parks and Pump Tracks	<i>Purpose-built recreational environment made for non-motorized bikes. Typically include trails at various grades and tread surfacing types, bermed/banked corners, bridges, rollers (track undulations, singly or in groups for momentum generation), log rides, and other designed features.</i>

These Facilities include perimeter fencing, bike stands, and repair stands.

2. OBJECTIVE

The objective of this Maintenance Standard is to provide safe, clean, inviting, and functional bike terrain parks and pump track facilities within parks.

FACILITY SPECIFICATIONS

3. OPERATIONAL MAINTENANCE TASKS

3.1 Operation

- a. Inspect Facility and document obvious defects using a park deficiency log. If any defects are determined to cause a safety risk, immediate action must be taken.
- b. Close Facility, or isolate components from use if unsafe, or if facility or environmental conditions are inconsistent with safe use or facility integrity;
- c. Tighten and/or replace hardware as necessary;
- d. Ensure signage is clean, applicable, and securely mounted and fastened;
- e. Depending on the width of fall zone allowed by the initial construction, ensure that a fall zone of up to 1.5 m on either side of the trail is maintained by removing hazardous objects and fully covering non-removable hazards. Moss, grasses, herbaceous and small shrub cover should be left to avoid soil erosion and to deter riders from enlarging the trail into the fall zone.

3.2 Cleaning (Regular)

- a. Clean surfaces to remove moss, leaves, litter, debris, or other undesirable material;
- b. Remove organic debris as required to ensure that drainage from trail and fall zone is maintained.

3.3 Cleaning (Major)

- a. All “Regular Cleaning” tasks;
- b. Clean as required to keep undesirable material from accumulating on or between components and features;
- c. Trim overhanging branches with appropriate saw to leave clean, smooth surface on remaining vegetation (branches to not be broken off);
- d. Clean and maintain drainage facilities.

3.4 Operational Repair

- a. Tighten, repair, or replace hardware and components of hardscape elements (structures, elevated features, or fabricated elements);
- b. Replace or reprofile trail surface materials as necessary to ensure safety and compliance with designed configuration and function. Reprofilng is to be completed in a manner that maintains designed trail features.

3.5 Condition Preservation

- a. Recover or replace displaced gravels.

FACILITY SPECIFICATIONS**4. TASK FREQUENCY AND TIME FRAMES**

Where Frequency is indicated, the specified task must be completed in accordance with the Task Specifications on a routine frequency not less than that shown in the following table.

Ref.	Maintenance/Task	Frequency			Response Time		
		H/D	M	B/R	H/D	M	B/R
3.1	Operation	Daily	Daily	Service Interval	---	---	---
3.2	Cleaning (Regular)	Daily	Daily	Service Interval	---	---	---
3.3	Cleaning (Major)	Monthly	Monthly	Monthly	---	---	---
3.4	Operational Repair	---	---	---	1 Day	1 Day	2 Days
3.5	Condition Preservation	Seasonal			---	---	---

5. ADDITIONAL SPECIFICATIONS AND LIMITATIONS**5.1 Operation and Maintenance**

Where Bike Terrain Parks and Pump Tracks have engineered or non-engineered design plans, the Operator shall maintain the facility in a condition reflecting the design of the facility elements.

Where no design plans are available, the Operator shall operate and maintain to the following objectives:

- Maintenance of elevated structures or other non-trail riding surfaces (logs, etc) in accordance with the requirements for Elevated Structures in these Specifications;
- Maintenance of trail elements in accordance with requirements for Park Roads, Trails, and Drainage Maintenance in these Specifications.

5.2 Limitations

- The supply and placement of additional gravel is limited to 1.0 m³ per facility per year;
- Requirement does not include the use of a plate compactor or similar equipment for the reshaping of designed features.

FACILITY SPECIFICATIONS

F. PARK BUILDINGS

F-01 Individual Toilets

F-02 Toilet and Shower Buildings

F-03 Service Buildings



FACILITY SPECIFICATIONS

Section F-01: Individual Toilets

1. APPLICATION

This Maintenance Standard applies to the following park facilities:

Description	Notes
Pit Toilet – Lock Joint (Pan-Abode)	<i>Individual toilet buildings will vary in construction, and may include but are not limited to those detailed in the Park Facility Standards. Variances from standard construction will occur. May have one or two toilets.</i>
Pit Toilet – Lock Joint – Disabled (Pan-Abode)	
Pit Toilet – Frame	
Pit Toilet – Frame – Disabled	
Pit Toilet – Board and Batten	
Fibreglass Toilet Stool	<i>Pit toilet equipment and fixtures will vary.</i>
Pit Toilet and Tank Options	<i>Pit toilet and tank options will vary based on prevailing standards and commercially available components.</i>

These toilet buildings may be flush or pit toilets, and may be single or double buildings. Where a building has flush toilets, the Standards for Water Supply and Effluent Disposal Systems shall apply to the water supply, toilet, and disposal components.

These Facilities include the surrounding concrete or wood base on which the building is mounted, and includes any surrounding gravel or paved apron, and gravel or paved access pathways and trails.

2. OBJECTIVE

The objective of this Maintenance Standard is to provide safe, sanitary, inviting, and functional individual toilets within park grounds.

3. OPERATIONAL MAINTENANCE TASKS

3.1 Operation

- a. Open and close the Facility, if applicable, in accordance with the Agreement and requirements for the Operating Area;
- b. Carry out septic pumping when tank/vault level reaches 0.3m from the top of the tank/vault;
- c. Carry out **Spot Cleaning**, as follows, without active closure of the Facility:

FACILITY SPECIFICATIONS

- i. Remove all deposits or spills of human or animal waste occurring outside the pit toilet stool and within or without the building, and clean and disinfect the affected surface;
- ii. Wipe down sink, faucet, toilet (flush) and pit toilet stool surfaces with disinfecting detergent and clean toilet bowl if required;
- iii. Check and if necessary re-stock consumable supplies (toilet tissue, hand sanitizer);
- iv. Sweep floor and remove debris.

3.2 Cleaning (Regular)

- a. All Spot Cleaning tasks, except that Facility may be closed for cleaning;
- b. Check operation of toilet, sink;
- c. Remove and dispose of all litter and debris, cobwebs, and other undesirable materials;
- d. Clean and disinfect pit toilet or flush toilet fixtures (stools or toilets), seats, handles, grab bars, receptacles, sinks, faucets, and supplies dispensers;
- e. Sweep interior and exterior walls, and ceilings to remove any visible spider webs, or other material;
- f. Mop floors with disinfecting cleaner to eliminate puddles and clean floor surfaces
- g. Remove litter, leaves, and branches from immediate area surrounding building and from access paths;
- h. Clean graffiti;
- i. Remove snow and ice from entrance doors, floor areas, and access pathways;

3.3 Cleaning (Major)

- a. All Cleaning (Regular) Tasks, including Spot Cleaning;
- b. Clean and disinfect all interior walls and floors;
- c. Clear roofs and gutters of litter, leaves, branches, moss, or snow, and clean all skylights and transparent or translucent roofing materials;
- d. Clean, sweep, or rake access walkways and if gravel, shape walkway surface to avoid ponding of water;
- e. Ensure effective operation of all walkway and building surface runoff drainage facilities (ditches, culverts, etc.).

3.4 Operational Repair

- a. Remove vegetation that encroaches, or threatens to encroach, on buildings, foundations, or access pathways;

FACILITY SPECIFICATIONS

- b. Replace toilet seat if required due to damage or failure to properly function;
- c. Replace toilet tissue dispenser if required due to damage or failure to properly function;
- d. Replace hand sanitizer dispenser if required due to damage or failure to properly function;
- e. Carry out repairs to fixtures and fittings as required;
- f. Tighten, repair or replace building hardware (hinges, latches, hooks, fasteners);
- g. Remove any blockages in drain lines to septic tank, and vents;
- h. Repair or replace leaking seals, cartridges, fittings, and lines;
- i. Replace light bulbs or tubes as applicable;
- j. Repair or replace damaged, loose, or missing siding boards, trim, shingles, composite or metal panels, or screens.

3.5 Condition Preservation

- a. Repairs as per Operational Repairs;
- b. Repaint on required frequency;
- c. Clean ceilings and light fixtures;
- d. Ensure air gap between wood walls and concrete bases are maintained;
- e. Winterize Facility if applicable as follows:
 - i. Drain all plumbing components through low point drains where applicable;
 - ii. Remove flushometers and taps where required by operations manuals, and store in secure location;
 - iii. Blow Facility items free of water with compressed air in instances where low point drains not applicable;
 - iv. Supply and install anti-freeze products as necessary.

4. TASK FREQUENCY AND TIME FRAMES

Where Frequency is indicated, the specified task must be completed in accordance with the Task Specifications on a routine frequency not less than that shown in the following table.

Ref.	Maintenance/Task	Frequency			Response Time		
		H/D	M	B/R	H/D	M	B/R
3.1	Operation (<i>except Spot Clean</i>)	As required			---	---	---
	Spot Cleaning	See Table		Service Interval	---	---	---
3.2	Cleaning (Regular)	Daily	Daily		---	---	---
3.3	Cleaning (Major)	Monthly	Monthly	Monthly	---	---	---
3.4	Operational Repair	---	---	---	1 Day	1 Day	2 Days
3.5	Condition Preservation	Seasonal			---	---	---

FACILITY SPECIFICATIONS

Spot Cleaning Frequency Table		
Occupancy Percentage		Frequency
% of campsites occupied or day use tables in use at busiest part of day.	75-100%	3x/day
	50-75%	3x/day
	25-50%	2x/day
	0-25%	1x/day
<i>Spot cleaning frequencies are in addition to Cleaning (Regular).</i>		

5. ADDITIONAL SPECIFICATIONS AND LIMITATIONS

- a. "Clean" means to maintain surfaces and items free from litter, debris, dust, dirt and removable marks and stains together with the application of a sanitary cleaner and disinfectant, all necessary to effect the required uniform and hygienic appearance and to preserve the finish of the surface or item;
- b. Requirements do not include replacement of major building elements such as a complete roof, but includes hardware, trim defects, repairable structural, wall, roofing, or door elements, etc.
- c. Requirements do not include replacement of cribbed pits or pump out tanks, rotted or otherwise damaged or failed walls, floors, doors, and access trail structural failures.
- d. Operational requirements do not include the replacement of major components such as complete toilet or toilet throne, complete flushometer, complete tap assembly.

Section F-02: Toilet and Shower Buildings

1. APPLICATION

This Maintenance Standard applies to the following park facilities:

Description	Notes
Toilet Buildings	<i>All buildings incorporating flush toilets and/or shower facilities.</i>
Shower Buildings	
Combined Toilet/Shower Buildings	
Combined Toilet/Change Buildings	
Change Houses	<i>Change facilities without toilets</i>

FACILITY SPECIFICATIONS

Composting Toilet Buildings	<i>Treatment of waste using managed aerobic decomposition</i>
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These Facilities include approach paths, surrounding gravel, paved, or concrete aprons, and vestibules. Standards for Water Supply and Effluent Disposal Systems shall apply to the water supply and disposal components.

2. OBJECTIVE

The objective of this Maintenance Standard is to provide safe, sanitary, inviting, and functional flush toilet facilities, showers, and change facilities within park grounds.

3. OPERATIONAL MAINTENANCE TASKS

3.1 Operation

- a. Open and close the Facility, if applicable, in accordance with the Agreement and requirements for the Operating Area;
- b. Remove and re-install window guards, door guards, and other off-season security features;
- c. Test all water system controls and components for function including but not limited to lines, pressure tanks, water heaters, water meters, mixing valves, circulating pumps, toilet and urinal flush systems, shower controls, shower heads, faucets;
- d. Carry out **Spot Cleaning**, as follows, without active closure of the Facility:
 - i. Remove all deposits or spills of human or animal waste occurring within or without the building, and clean and disinfect the affected surface;
 - ii. Wipe down vanities, sinks, faucets, toilet surfaces, urinals, flush valves, baby change tables, door and partition knobs and latches, shower controls, and mirrors with disinfecting detergent;
 - iii. Check and if necessary re-stock consumable supplies (toilet tissue, hand sanitizer);
 - iv. Sweep floor and remove debris.

3.2 Cleaning (Regular)

- a. Limit building closure to one gender side at a time for the minimum time necessary in order to minimize disruption to park patrons;
- b. All Spot Cleaning tasks;
- c. Remove all litter and debris, cobwebs, and other undesirable materials;
- d. Clean and disinfect all fixtures (including toilets, urinals, faucets, vanities, associated exposed plumbing and flush valves, shower controls and heads) and all fittings

FACILITY SPECIFICATIONS

(including seats, handles, grab bars, receptacles, supplies dispensers, benches, baby change tables, shelves, cabinets, counters, garbage and sanitary receptacles, door and partition handles and latches, hand driers, mirrors, hooks, electrical switches and receptacles);

- e. Remove food debris from interior and exterior sinks or other areas inside and outside buildings, and clean and disinfect scullery sinks and related fixtures;
- f. Sweep walls and ceilings to remove any visible spider webs, or other material;
- g. Sweep building apron, vestibule, and surrounding walkways if present;
- h. Empty trash receptacles and other disposal facilities;
- i. Remove and dispose of all trash and debris;
- j. Mop floors with disinfecting cleaner to clean surfaces and eliminate puddles.
- k. Clean graffiti;
- l. Remove snow and ice from entrance doors, floor areas, vestibules and breezeways, and access pathways;

3.3 Cleaning (Major)

- a. All “Regular Cleaning” tasks;
- b. Scrub walls, floors, toilets, urinals, sinks, exterior sinks and faucets, counters, mirrors, change tables, skylights, vent grills and fixtures;
- c. Remove all accumulated soap scum, mineral scale, organic growth, etc. from, shower wall and floor surfaces including tile and grout;
- d. Clean and disinfect partitions and tiling;
- e. Clean ceiling surfaces, skylights and wells, lighting fixtures, window openings, and vent screens with cleaning solution and/or vacuum;
- f. Sweep building exterior free of debris, cobwebs, and other undesirable materials;
- g. Remove litter, leaves, and branches from immediate area surrounding building, and overhanging from roofs or gutters;
- h. Rake surrounding apron and gravel pathways to structure;
- i. Remove vacant bird nests and insect or other pest nests (ant, wasp, etc) from building and immediate surrounding areas;

3.4 Operational Repair

- a. Remove vegetation that encroaches, or threatens to encroach, on buildings, foundations, overhead electrical plant, or access pathways;
- b. Remove vacant bird nests, vermin and insect nests and any evidence of their presence;

FACILITY SPECIFICATIONS

- c. Replace toilet seats if required due to damage or failure to properly function;
- d. Replace toilet tissue dispensers if required due to damage or failure to properly function;
- e. Replace hand sanitizer dispensers if required due to damage or failure to properly function;
- f. Carry out repairs to fixtures and fittings as required;
- g. Tighten, repair or replace building hardware (hinges, latches, hooks, fasteners), including reinforcing attachment points (wall anchors, etc) if required;
- h. Remove any blockages in drain lines to septic tank, and vents;
- i. Repair or replace leaking seals, cartridges, fittings, and lines;
- j. Replace light bulbs or tubes as applicable;
- k. Repair or replace damaged, loose, or missing siding boards, trim, shingles, composite or metal panels, or screens;
- l. Repair and/or replace entrance signs and/or door decals as necessary.

3.5 Condition Preservation

- a. Ensure exterior of skylights are free from leaves, moss, or staining;
- b. Scrub or power wash building exterior walls and roof to remove all dirt, rain and mud splash marks, moss, lichen, or other organic growth;
- c. Use appropriate cleaners to wash exterior of skylights, and transparent/translucent roofing materials free of all foreign materials;
- d. Implement preventative measures as necessary to limit insect or vermin problems;
- e. Clear gutters and drains of leaves and other debris;
- f. Repair and/or reattach loose trim and fascia boards, and entrance privacy screen materials;
- g. Repair eroded areas caused due to blocked gutters or drains;
- h. Repair roof and building envelope with suitable patching or caulking compound or replace individual roof shingles;
- i. Seal cracks or holes in block walls with suitable filler;
- j. Repair openings in vent screens and repair/replace door closers as necessary;
- k. Inspect, recharge or replace fire extinguisher and provide documentation;
- f. Winterize Facility if applicable as follows:
 - i. Drain all plumbing components through low point drains where applicable;
 - ii. Remove flushometers and taps where required by operations manuals, and store in secure location;

FACILITY SPECIFICATIONS

- iii. Blow Facility items free of water with compressed air in instances where low point drains not applicable;
- iv. Supply and install anti-freeze products as necessary.

4. TASK FREQUENCY AND TIME FRAMES

Where Frequency is indicated, the specified task must be completed in accordance with the Task Specifications on a routine frequency not less than that shown in the following table.

Ref.	Maintenance/Task	Frequency			Response Time		
		H/D	M	B/R	H/D	M	B/R
3.1	Operation (<i>except Spot Clean</i>)	As required		N/A	---	---	---
	Spot Cleaning	See Table		N/A	---	---	---
3.2	Cleaning (Regular)	Daily	Daily	N/A	---	---	---
3.3	Cleaning (Major)	Monthly	Monthly	N/Ay	---	---	---
3.4	Operational Repair	---	---	---	1 Day	1 Day	N/A
3.5	Condition Preservation	Seasonal		N/A	---	---	---

Spot Cleaning Frequency Table		
Occupancy Percentage		Frequency
% of campsites occupied or day use tables in use at busiest part of day.	50-100%	3x/day
	25-50%	2x/day
	0-25%	1x/day
<i>Spot cleaning frequencies are in addition to Cleaning (Regular).</i>		

5. ADDITIONAL SPECIFICATIONS AND LIMITATIONS**5.1 Consumables and Dispensers**

The Operator shall supply the following consumables:

- a. Disinfecting hand soap;
- b. Toilet tissue;
- c. Waterless urinal liquid or cartridges;
- d. Paper towels.

The Operator shall supply the following dispensers:

- a. Hand sanitizer dispenser.

FACILITY SPECIFICATIONS

The Operator is also free to supply and install jumbo roll toilet tissue dispensers to replace standard roll dispensers, in order to reduce cost, reduce inventory loss, and/or reduce re-stocking frequency. If the Operator elects to do so, he shall use quality dispensers of a commercial grade, shall remove and store the Province's original dispensers, shall not damage the Facility in the removal and installation, and may be required to leave the dispensers at the conclusion of the term.

5.2 Sanitation

To reduce risks of contamination, areas with the least amount of contamination to be cleaned first (mirrors, sinks) and areas at higher risk of contamination are cleaned last (toilets).

5.3 Waterless Urinals

Waterless urinals are to be cleaned with specific cleaners for this purpose, and oil baths or cartridges must be maintained to avoid odours.

5.4 Limitation

- a. Requirement does not include replacement of major building elements such as a complete roof, but includes hardware, trim defects, repairable structural, wall, roofing, or door elements, etc.
- b. Requirement does not include replacement of complete toilet, complete flushometer, complete tap assembly, water heater, complete light fixture, light ballasts, hand dryer etc.

Section F-03: Service Buildings

1. APPLICATION

This Maintenance Standard applies to the following park facilities:

Description	Notes
Residence Buildings	<i>Buildings provided as on-site residences for staff.</i>
Service yard shops, garages, and office buildings	<i>Repair, storage, assembly, and office facilities.</i>
Equipment, vehicle, and boat shelters	<i>Shelters and garages.</i>
Volatile materials sheds	<i>Buildings for storage of flammable materials and petrochemicals.</i>
Nature Houses	<i>Interpretive and display facilities</i>
Gatehouses	<i>Buildings for registration of, and services to, park users and public.</i>

FACILITY SPECIFICATIONS

Pump Houses	<i>Building enclosures for water pumping or effluent pumping equipment.</i>
Power distribution buildings, generator sheds, or secure propane service area	<i>Buildings, kiosks, and enclosures for generation equipment, electrical switchgear, and propane services</i>
Garbage or recycling storage buildings or containers	<i>Garbage and recycling sorting, storage, and transfer facilities</i>
Any other building or structure either inhabited or supplied for the purpose of conducting parks operations business within a specified area	<i>Other buildings or structures.</i>

These Facilities include approach paths, surrounding gravel, paved, or concrete aprons, and surrounding security fencing or other enclosures. Standards for Water Supply and Effluent Disposal Systems, as well as for gates and fences shall apply to the water supply and disposal components, and to related perimeter or other fencing.

2. OBJECTIVE

The objective of this Maintenance Standard is to provide safe and functional buildings, either inhabited or otherwise supplied for the purpose of conducting parks operations business or enclosing park systems or components.

3. OPERATIONAL MAINTENANCE TASKS**3.1 Operation**

- a. Open, close, occupy, and utilize the Facility, as required, in accordance with the Agreement and the requirements for the Operating Area;
- b. Structures to be locked and secure from unauthorized entry;
- c. Related fencing to be secure and gates secured from unauthorized entry;
- d. Remove and re-install window guards, door guards, and other off-season security features;
- e. Operate furnaces, air conditioners, generators, heaters, electrical equipment, and other building systems in accordance with requirements and standards;
- f. Operate water and waste disposal systems in accordance with the Standards;
- g. Ensure that garbage/recycling storage facilities are secure from animals and not create a wildlife attractant;
- h. Maintain Facility in a neat, clean, and organized condition in order to provide safe and effective function of, and access to, all equipment and systems;
- i. Maintain fire prevention, suppression, or warning systems in operational, charged, and effective operating order;

FACILITY SPECIFICATIONS

- j. Maintain operating manuals for equipment and systems in appropriate locations;
- k. Maintain protective and safety equipment, such as eyewash stations where required, in operational condition and suitably accessible;
- l. Immediately manage and report spills of hazardous materials (petrochemical, chemical, biohazard, flammable materials, industrial products, etc.) in accordance with prevailing laws and regulations;
- m. Locate and operate refuse and recycling storage and sorting facilities out of public view and safe from public access, and ensure that storage containers do not overflow, are cleaned at reasonable intervals to inhibit excessive odors, and are secured against animal intrusion.
- n. Carry out **Spot Cleaning** as follows:
 - i. Where applicable, maintain cooking, eating, and washroom facilities in a clean and sanitary condition;
 - ii. Remove all deposits or spills of human or animal waste occurring within or without the building, and clean and disinfect the affected surface;
 - iii. Wipe down vanities, sinks, faucets, toilet surfaces, door and partition knobs and latches, shower controls, and mirrors with disinfecting detergent;
 - iv. Check and if necessary re-stock consumable supplies (toilet tissue, hand sanitizer);
 - v. Sweep floor and remove debris;
 - vi. Sweep or clean building equipment, such as pumps, gauges, tanks, and controls, in order to remove dirt, dust, debris, cobwebs, and other deleterious materials.

3.2 Cleaning (Regular)

- a. All **Spot Cleaning** tasks;
- b. Sweep interior and exterior walls, eaves, and ceilings to remove any visible spider webs, or other material;
- c. Clean and disinfect all fixtures (including toilets, faucets, vanities, associated exposed plumbing and valves, shower controls and heads) and all fittings (including seats, handles, grab bars, receptacles, supplies dispensers, benches, shelves, cabinets, counters, garbage receptacles, door and window handles and latches, mirrors, hooks, electrical switches and receptacles);
- d. Clean and disinfect tiling and other kitchen and bathing area surfaces;
- e. Remove food debris;
- f. Sweep building aprons, porches, vestibule, and surrounding walkways if present;
- g. Empty trash receptacles and other disposal facilities;
- h. Remove and dispose of all trash and debris;
- i. Mop floors with disinfecting cleaner;

FACILITY SPECIFICATIONS

- j. Remove litter, leaves, and branches from immediate area surrounding building;
- k. Clean graffiti;
- l. Remove snow and ice from entrance doors, floor areas, vestibules and breezeways, and access pathways.

3.3 Cleaning (Major)

- a. All “Regular Cleaning” tasks;
- b. Scrub interior walls, floors, toilets, sinks, exterior faucets, counters, mirrors, skylights, vent grills and fixtures using disinfecting cleaners;
- c. Remove all accumulated soap scum, mineral scale, organic growth, etc. from fixtures and surfaces, including tile and grout;
- d. Clean ceiling surfaces, skylights and wells, lighting fixtures, window openings, and vent screens with cleaning solution and/or vacuum;
- e. Sweep building exterior free of debris, cobwebs, and other undesirable materials;
- f. Scrub building exterior walls, wash windows and doors to remove all dirt, rain and mud splash marks, moss, lichen, or other organic growth;
- g. Remove litter, leaves, and branches from immediate area surrounding building, and roofs or gutters;
- h. Rake surrounding apron and gravel pathways to structure.

3.4 Operational Repair

- a. Carry out operational repairs to furnaces, air conditioners, generators, heaters, electrical equipment, water systems, disposal systems, and other building systems in accordance with requirements and standards;
- b. Remove vegetation that encroaches, or threatens to encroach, on buildings, foundations, overhead electrical plant, or access pathways;
- c. Remove vacant bird nests, vermin and insect nests and any evidence of their presence;
- d. Replace toilet seats, toilet tissue dispensers, and hand sanitizer dispensers if required due to damage or failure to properly function;
- e. Carry out repairs to fixtures and fittings as required;
- f. Tighten, repair or replace building hardware (hinges, latches, hooks, fasteners), including reinforcing attachment points (wall anchors, etc) if required;
- g. Remove any blockages in drain lines to septic tank, and vents;
- h. Repair or replace leaking seals, cartridges, fittings, and lines;
- i. Replace light bulbs or tubes as applicable;

FACILITY SPECIFICATIONS

- j. Repair or replace damaged, loose, or missing siding boards, trim, shingles, composite or metal panels, or screens;

3.5 Condition Preservation

- a. Ensure exterior of skylights are free from leaves, moss, or staining;
- b. Scrub or power wash building exterior walls and roof to remove all dirt, rain and mud splash marks, moss, lichen, or other organic growth;
- c. Implement preventative measures as necessary to limit insect or vermin problems;
- d. Clear gutters and drains of leaves and other debris;
- e. Repair and/or reattach loose trim and fascia boards, and entrance privacy screen materials;
- f. Repair eroded areas caused due to blocked gutters or drains;
- g. Repair roof and building envelope with suitable patching or caulking compound or replace individual roof shingles;
- h. Seal cracks or holes in block walls with suitable filler;
- i. Repair openings in vent screens and repair/replace door closers as necessary;
- j. Inspect, recharge or replace fire extinguisher and provide documentation;
- l. Winterize Facility if applicable as follows:
 - i. Drain all plumbing components through low point drains where applicable;
 - ii. Remove frost-sensitive equipment where required, and store in secure location;
 - iii. Blow Facility items free of water with compressed air in instances where low point drains not applicable;
 - iv. Supply and install anti-freeze products as necessary.

4. TASK FREQUENCY AND TIME FRAMES

Where Frequency is indicated, the specified task must be completed in accordance with the Task Specifications on a routine frequency not less than that shown in the following table.

Ref.	Maintenance/Task	Frequency			Response Time		
		H/D	M	B/R	H/D	M	B/R
3.1	Operation (<i>except Spot Clean</i>)	As required			---	---	---
	Spot Cleaning	Daily	Daily	Service Interval			
3.2	Cleaning (Regular)	Weekly	Weekly	Weekly	---	---	---
3.3	Cleaning (Major)	Monthly	Monthly	Monthly	---	---	---
3.4	Operational Repair	---	---	---	3 Days	3 Days	1 Week
3.5	Condition Preservation	Seasonal			---	---	---

FACILITY SPECIFICATIONS

5. ADDITIONAL SPECIFICATIONS AND LIMITATIONS

5.1 Limitation

- a. Requirement does not include replacement of major building elements such as a complete roof, but includes hardware, trim defects, repairable structural, wall, roofing, or door elements, etc.
 - b. Requirement does not include replacement of complete toilet, complete flushometer, complete tap assembly, water heater, complete light fixture, light ballasts, hand dryer etc.
 - c. Requirement does not include interior aspects of Cleaning (Regular) and Cleaning (Major) when buildings are not available to the Operator or are in use by BC Parks staff or others authorized by the Province. During such periods, any requirement for Operational Repairs is upon request by occupants, and interior patrols do not apply.
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FACILITY SPECIFICATIONS

G. PARK WATER SUPPLY AND EFFLUENT DISPOSAL

G-01 Water Supply, Storage, and Treatment

G-02 Water Distribution Systems

G-03 Standpipe Taps, Handpumps, and Associated Drains

G-04 Effluent Disposal Piping, Pumps, Tanks, and Fields



FACILITY SPECIFICATIONS**Section G-01: Water Supply, Storage, and Treatment****1. APPLICATION**

This Maintenance Standard applies to the following park facilities:

Description	Notes
Hand Pump Wells	<i>Lift pipe, cylinder, foot valves, linkages.</i>
Potable Water Wells	<i>Includes wellhead structures or facilities, pits, pitless adaptors, submersible pump, piping, wiring, filters and screens, and controls.</i>
Potable Water Lake Intakes	<i>Includes pump, screens, intake line.</i>
Potable Water Treatment Systems	<i>Includes treatment equipment and media, analyzers, control systems, and related wiring and piping.</i>
Pressure tanks	<i>Pressure Tanks are defined as sealed pressure vessels which use well pump or booster pump pressure to force water into the vessel, compressing the air within the vessel, which then provides the distribution water pressure. Includes all sizes of pressure tanks with or without separation bladders, and with or without independent or integral pressure pumps.</i>
Reservoirs	<i>Reservoirs are defined as a facility where water is stored in quantity, typically for the purpose of providing the ability to periodically draw greater rates of flow than that provided by the water source and thus averaging water supply and demand requirements, and/or to provide sufficient gravitational head for distribution pressure, Includes concrete tanks, steel tanks, or other structures designed for water storage and/or pressure development; also includes related vents, accesses, level management systems, related piping, and wiring.</i>

2. OBJECTIVE

The objective of this Maintenance Standard is to provide safe drinking water, and effective water supply for consumption, sanitation, ablution, and irrigation within park areas.

FACILITY SPECIFICATIONS

3. OPERATIONAL MAINTENANCE TASKS

3.1 Operation

- a. Complete all operational duties as outlined in specific water system operational manuals including but not limited to:
 - i. Cleaning and operating individual components – UV tubes, cartridge filters, water softeners, associated chambers and canisters, analysers and lines;
 - ii. Mixing and calibrating chlorine (or other chemical) injection as applicable;
 - iii. Replacing sensor membranes and recalibrating as necessary;
 - iv. Monitor and record operating parameters.
- b. Complete initial trouble shooting and data gathering for system failures.
- c. Test and document backflow preventers as required.
- d. Operate system to provide water to meet all requirements of Applicable Health Authority and/or other Authority having jurisdiction;
- e. Test for chlorine residual after applicable period, and flush system as necessary following successful test;
- f. Complete water quality sampling and testing as required;
- g. Follow water system operation manual procedures for flushing, retesting, posting water advisories, etc. in instances of failed samples.
- h. Monitor the air pressure in pressure tanks, pressure switch settings, and related pump operation, and adjust as required to avoid excessive pump cycling.
- i. Monitor and adjust float switch levels and other level and pump controls to ensure effective operation and optimum water storage levels in accordance with facility occupancy and season.

3.2 Cleaning (Regular)

- a. Rake gravel surrounding Facility item pad/foundation and collect litter/debris;
- b. Clean all treatment and pressurization system components of accumulations of dust, dirt, debris, spider webs, insect nests, moss, litter, or other undesirable material.

3.3 Cleaning (Major)

- a. Sweep, vacuum, wash, and flush reservoir interiors to remove accumulations, insects, and other debris, annually prior to commissioning; to the extent that such work can be performed without confined space entry;
- b. Remove vacant bird nests, and remove vermin and any evidence of their presence.

FACILITY SPECIFICATIONS**3.4 Operational Repair**

- a. Tighten and/or replace hardware and seals as necessary;
- b. Service, repair and replace locks and alarm indicators as necessary. Any new locks purchased must be industrial strength, and must be keyed to the appropriate BC Parks regional lock series;
- c. Repair and/or replace leaking seals and gaskets associated with doors, hatches, vents, and other above ground pipe penetrations;
- d. Repair and/or replace compromised or insecure insect/rodent screens on vent pipes and day-lighted drain lines;
- e. Repair fence enclosures and gates, and service, repair or replace locks as necessary.

3.5 Condition Preservation

- a. Winterize all Facility items as necessary to ensure no damage is incurred from winter weather;
- b. Drain all Facility components through low point drains where applicable, including canisters, chambers, analysers, and sensors;
- c. Remove backflow preventers and store in secure location;
- d. Blow Facility items free of water with compressed air in instances where low point drains not applicable;
- e. Supply desiccants as required to protect system components from moisture accumulation;
- f. Flush and drain pressure tanks and softener tanks;
- g. Supply and install anti-freeze products as necessary.

4. TASK FREQUENCY AND TIME FRAMES

Where Frequency is indicated, the specified task must be completed in accordance with the Task Specifications on a routine frequency not less than that shown in the following table.

Ref.	Maintenance/Task	Frequency			Response Time		
		H/D	M	B/R	H/D	M	B/R
3.1	Operation	As required			---	---	---
3.2	Cleaning (Regular)	Weekly	Weekly	Weekly	---	---	---
3.3	Cleaning (Major)	Seasonal	Seasonal	Seasonal	---	---	---
3.4	Operational Repair	---	---	---	3 Days	3 Days	1 Week
3.5	Condition Preservation	Seasonal			---	---	---

FACILITY SPECIFICATIONS

5. ADDITIONAL SPECIFICATIONS AND LIMITATIONS

5.1 Certified Operator

The Operator shall provide a Certified Operator of sufficient level for EOCP classification of systems in the Operating Area. Certified Operator to complete at a minimum:

- a. Oversight of system start-up and shut down
- b. Treatment system operation
- c. Bi-weekly system inspection
- d. 24 hour call-out availability
- e. Monthly reporting
- f. Annual report
- g. Emergency response plans
- h. Complete shock chlorination of complete source, supply, and storage system; including supply of all chlorination products required annually at system start-up.

5.2 Inspection, Operation, Testing, and Maintenance Plan

The Operator shall prepare a plan for the inspection, operation, and maintenance of each water supply, storage, and treatment Facility within the Operating Area. The plan shall meet all applicable requirements of law, regulation, and any agency having jurisdiction as well as any additional requirements of this Standard. The Operator shall execute the plan throughout the Term.

5.3 Records

The Operator shall observe and record all system operating meter readings and all recording or cumulative meter readings, and provide such records to the Province.

5.4 Laws and Regulations

Applicable laws, statutes, and regulations as existing and as may be revised from time to time, supersede any lesser or contrary provisions in this Standard.

5.5 Authority

Instructions by the designated authority in law, statute, or regulation shall supersede all lesser or contrary provisions in this Standard.

5.6 Operating Manuals

Where operating manuals exist for a water system, these shall be considered to provide specific instructions for the startup, operation, shutdown, trouble-shooting, and maintenance of the water system, and shall supersede lesser or contrary provisions in this Standard.

FACILITY SPECIFICATIONS**5.7 Limitations**

- a. Requirement does not include major replacements such as wellhead concrete pad, chlorine/turbidity analyzer, pressure sensors, or other major equipment;
- b. Requirement does not include repainting complete water reservoir.
- c. Clean and pressure wash reservoir interior at frequency required to meet the *Drinking Water Protection Act (SBC 2001)* and requirements of local health authorities; to the extent that such work can be performed where it requires confined space entry;

Section G-02: Water Distribution Systems**1. APPLICATION**

This Maintenance Standard applies to the following park facilities:

Description	Notes
Water distribution pressure mains	<i>Includes all main distribution system piping and fittings, but does not include that part of the water system that collects, produces, stores, or treats water.</i>
Potable water and irrigation distribution systems	<i>All service line piping from mains to fixtures (fixtures include faucets, toilets, urinals, showers, standpipe taps, fountains, pressure vessels, water heating equipment), irrigation systems, related control systems.</i>
Isolation valves, pressure reducers, check valves and backflow prevention equipment, air release valves, vacuum relief valves, combination air/vacuum valves	<i>Valves to manage distribution areas or isolate system sections or components, backflow prevention equipment to eliminate undesirable reversal of flow, pressure reduction equipment, air release valves to eliminate accumulated air in system, vacuum relief valves to protect pipes from sudden pressure loss.</i>
Distribution kiosks, valve chambers, and manholes	<i>Enclosure structures or facilities for water system equipment, including de-chlorination chambers .</i>
Drywells and rock pits	<i>Drywells and rock pits to dispose of unwanted water, typically from low point drains, standpipe taps or other spillage sources, floor or roof drains.</i>
Low point drains	<i>Valves, piping, and related equipment including drywells to enable removal of water from a system.</i>
Fire Hydrants/Standpipes	<i>Fire hose connection elements.</i>

FACILITY SPECIFICATIONS

2. OBJECTIVE

The objective of this Maintenance Standard is to provide safe drinking water, and effective water supply for consumption, sanitation, ablution, and irrigation within park areas.

3. OPERATIONAL MAINTENANCE TASKS

3.1 (A) Operation [Potable Water Distribution System]

Operate systems within the following parameters:

- a. Shock chlorination of potable distribution system start-up at start of Operating season or at other times if directed;
- b. Test for chlorine residual after applicable period, and flush system as necessary following successful test;
- c. Distribution System to be monitored for potential faults;
- d. Test water distribution system for flow and pressure loss, as well as total use volumes as per operation manuals;
- e. Test all components for proper function at start up and bi-weekly throughout use season;
- f. Distribution piping and components to be operational, leak free, and sealed from potential contamination;
- g. Test components for proper function at start up and shut down, including cycling all valves through operating range;
- h. Inspect drywells for proper function and applicable air gap during periods of high runoff and/or flooding [Drywells to have air gap between water level and inlet piping];
- i. Provision of water to meet all requirements of Applicable Health Authority or other authority having jurisdiction.

3.1 (B) Operation [Irrigation Distribution System]

- a. Irrigation clocks, timers, and zone valves to be operational and leak free;
- b. Test components for proper function at start up and bi-weekly throughout use season;
- c. Operate irrigation zone valves to maximize water system utilization without exceeding system operating parameters;
- d. Clean and adjust sprinkler heads as necessary.

FACILITY SPECIFICATIONS

3.2 Cleaning (Regular)

- a. Remove all litter, waste, debris, cobwebs, and other undesirable materials from kiosks and other above-ground structures;
- b. Disinfect as required to remove contaminants.

3.3 Cleaning (Major)

- a. Remove accumulations of dirt and debris from manholes and valve chambers, valve boxes, and risers.

3.4 (A) Operational Repair [Potable Water Distribution System]

- a. Service, repair and/or replace leaking seals, springs, and gaskets on all ball and gate valves, pressure reducing valves, backflow preventers, etc.;
- b. Test and document backflow preventers as required;
- c. Service, repair and replace locks as necessary;
- d. Ensure pipes, kiosks, chambers and manholes are free of insects, and animals;
- e. Remove vacant bird nests;
- f. Remove insect nests, vermin and any evidence of their presence;
- g. Ensure rodent screens are in place over all surface drain piping.

3.4 (B) Operational Repair [Irrigation Distribution System]

- a. Service, repair and replace irrigation distribution lateral lines (all lines downstream of zone valve), risers and fixed heads as necessary.
- b. Service, repair and install replacement rotary, or gear drive sprinkler heads.

3.5 Condition Preservation

- a. Facility items to be winterized as necessary, to ensure no damage is incurred from winter weather;
- b. Drain all Facility components through low point drains where applicable;
- c. Remove backflow preventers where required by operations manual, and store in secure location;
- d. Blow Facility items free of water with compressed air in instances where low point drains not applicable including all irrigation distribution lines and heads.

FACILITY SPECIFICATIONS**4. TASK FREQUENCY AND TIME FRAMES**

Where Frequency is indicated, the specified task must be completed in accordance with the Task Specifications on a routine frequency not less than that shown in the following table.

Ref.	Maintenance/Task	Frequency			Response Time		
		H/D	M	B/R	H/D	M	B/R
3.1A	Operation [Potable Water]	As required			---	---	---
3.1B	Operation [Irrigation]	As required			---	---	---
3.2	Cleaning (Regular)	Monthly	Monthly	Monthly	---	---	---
3.3	Cleaning (Major)	2x per Season			---	---	---
3.4A	Operational Repair [Potable]	---	---	---	1 Day	1 Day	3 Days
3.4B	Operational Repair [Irrigation]	---	---	---	3 Days	3 Days	1 Week
3.5	Condition Preservation	Seasonal			---	---	---

5. ADDITIONAL SPECIFICATIONS AND LIMITATIONS**5.1 Limitations**

Requirements do not include:

- a. Repair or Replacement of mains, service lines, valves, and other major system components;
- b. Supply cost only of gear drive and turf sprinkler heads.
- c. Investigation (excavation) and repair and/or replacement of broken/leaking water lines and valves up to zone valves used for irrigation.

5.2 Certified Operator

The Operator shall provide a Certified Operator of sufficient level for EOCP classification of systems in the Operating Area. Certified Operator to complete at a minimum:

- a. Oversight of system start-up and shut down
- b. Treatment system operation
- c. Bi-weekly system inspection
- d. 24 hour call-out availability
- e. Monthly reporting
- f. Annual report
- g. Emergency response plans

FACILITY SPECIFICATIONS

- h. Complete shock chlorination of complete source, supply, and storage system; including supply of all chlorination products required annually at system start-up.

5.3 Inspection, Operation, Testing, and Maintenance Plan

The Operator shall prepare a plan for the inspection, operation, and maintenance of each water distribution system within the Operating Area. The plan shall meet all applicable requirements of law, regulation, and any agency having jurisdiction as well as any additional requirements of this Standard. The Operator shall execute the plan throughout the Term.

5.4 Records

The Operator shall observe and record all system operating meter readings and all recording or cumulative meter readings, and provide such records to the Province.

5.5 Laws and Regulations

Applicable laws, statutes, and regulations as existing and as may be revised from time to time, supersede any lesser or contrary provisions in this Standard.

5.6 Authority

Instructions by the designated authority in law, statute, or regulation shall supersede all lesser or contrary provisions in this Standard.

5.7 Operating Manuals

Where operating manuals exist for a water system, these shall be considered to provide specific instructions for the startup, operation, shutdown, trouble-shooting, and maintenance of the water system, and shall supersede lesser or contrary provisions in this Standard. The Operator shall make minor changes or corrections to the manual(s) as warranted.

Section G-03: Standpipe Taps, Handpumps, and Associated Drains**1. APPLICATION**

This Maintenance Standard applies to the following park facilities:

Description	Notes
Hand pumps	<i>Includes all components.</i>
Drinking Fountains	<i>May be stone or brick field constructed types (see Park Facility Standards), or may be commercial manufacture wall-mounted or free-standing.</i>

FACILITY SPECIFICATIONS

Standpipe Water Taps	<i>Standard Park Facility design or derivatives, or other types of independent manufacture.</i>
Catch Basin Drains	<i>Catch basins and related drainage pits normally associated with drinking fountains, standpipe water taps, and hand well pumps.</i>

2. OBJECTIVE

The objective of this Maintenance Standard is to provide safe drinking water and sanitary, effective, and inviting water accessibility facilities within park areas.

3. OPERATIONAL MAINTENANCE TASKS**3.1 Operation**

- a. Operate systems within the following parameters:
 - i. Shock chlorination and flushing well sources as required;
 - ii. Sampling as required;
 - iii. Flushing, shocking, retesting, posting water advisories, etc. in instances of failed samples;
- b. Test and document backflow preventers as required.

3.2 Cleaning (Regular)

- a. Remove organic and inorganic material from drain catch basin as required to ensure material doesn't become septic, or accumulate sufficiently to enter drain line;
- b. Immediate surrounding area to be level gravel or hardsurfaced, free of organic growth, or litter/debris;
- c. Rake gravel surrounding and exposed Facility item pad/foundation and collect litter/debris;
- d. Sweep Facility item and concrete pad to remove any spider webs, moss, litter, debris, or other undesirable material;
- e. Spray tap, fountain bubblers and spigot with disinfectant;
- f. Wipe surfaces clean with appropriate cleaning towel once appropriate contact time is reached.

3.3 Cleaning (Major)

- a. Includes all 'Regular Clean' items;

FACILITY SPECIFICATIONS

- b. Sweeping, Scrubbing and/or Pressure washing Facility item including foundations, to remove all buildup of dirt, rain and mud splash marks, mineral staining, moss, or other organic growth.

3.4 Operational Repair

- a. Individual components to be securely fastened to foundations with all hardware in place;
- b. Tighten and/or replace hardware as necessary;
- c. Plumbing components to be operational and leak free - isolation valve, backflow preventer, shut offs, and water lines;
- d. Test components for proper function at start up and shut down;
- e. Repair and/or replace leaking plumbing seals, valves, cartridges, fittings and lines.

3.5 Condition Preservation

- a. Winterize all Facility items as necessary to ensure no damage is incurred from winter weather;
- b. Drain all Facility items through low point drains where applicable;
- c. Remove backflow preventers and store in secure location;
- d. Remove fountain bubblers and taps in high theft/vandalism areas;
- e. Blow Facility items free of water with compressed air in instances where low point drains not applicable;
- f. Remove hand pump handles.

4. TASK FREQUENCY AND TIME FRAMES

Where Frequency is indicated, the specified task must be completed in accordance with the Task Specifications on a routine frequency not less than that shown in the following table.

Ref.	Maintenance/Task	Frequency			Response Time		
		H/D	M	B/R	H/D	M	B/R
3.1	Operation	As required			---	---	---
3.2	Cleaning (Regular)	Daily	Daily	Service Interval	---	---	---
3.3	Cleaning (Major)	Monthly	Monthly	Monthly	---	---	---
3.4	Operational Repair	---	---	---	1 Day	1 Day	2 Days
3.5	Condition Preservation	Seasonal			---	---	---

FACILITY SPECIFICATIONS

5. ADDITIONAL SPECIFICATIONS AND LIMITATIONS

5.1 Limitations

Requirements do not include:

- a. Replacement of wooden or steel water tap post, replacement of complete tap, bubbler assembly, or backflow preventer;
- b. Servicing, repairing and replacement of any in-well components.

5.2 Certified Operator

The Operator shall provide a Certified Operator of sufficient level for EOCP classification of hand pumps. Certified Operator to complete at a minimum:

- a. Oversight of system start-up and shut down
- b. Treatment system operation
- c. Bi-weekly system inspection
- d. 24 hour call-out availability
- e. Monthly reporting
- f. Annual report
- g. Emergency response plans
- h. Complete shock chlorination of complete source, supply, and storage system; including supply of all chlorination products required annually at system start-up.

5.3 Inspection, Operation, Testing, and Maintenance Plan

The Operator shall prepare a plan for the inspection, operation, and maintenance of each well and water pump within the Operating Area. The plan shall meet all applicable requirements of law, regulation, and any agency having jurisdiction as well as any additional requirements of this Standard. The Operator shall execute the plan throughout the Term.

5.4 Laws and Regulations

Applicable laws, statutes, and regulations as existing and as may be revised from time to time, supersede any lesser or contrary provisions in this Standard.

5.5 Authority

Instructions by the designated authority in law, statute, or regulation shall supersede all lesser or contrary provisions in this Standard.

FACILITY SPECIFICATIONS

5.6 Operating Manuals

Where operating manuals exist for a water system, these shall be considered to provide specific instructions for the startup, operation, shutdown, trouble-shooting, and maintenance of the water system, and shall supersede lesser or contrary provisions in this Standard.

Section G-04: Effluent Disposal Piping, Pumps, Tanks, and Fields

1. APPLICATION

This Maintenance Standard applies to the following park facilities:

Description	Notes
Septic Tanks	<i>Generally commercial manufacture in precast concrete or plastics, but may be cast-in-place concrete.</i>
'Packaged' Treatment Plants	<i>Commercial small scale treatment plants.</i>
Lift stations and other effluent pump systems	<i>Includes dosing pumps, effluent/grinder pumps (may be within septic tank or independent chamber), related chambers and control systems</i>
Sani-Station	<i>RV septic dumping stations, including curbs, apron, inlet valve, water towers (typically 2 – one for flush water to clean pad and equipment, and one to fill RV fresh water tanks)</i>
Disposal Fields	<i>Disposal of clarified effluents, typically leach field, mounds, perforated pipe, infiltrator galleries, lagoons.</i>

These Facilities include related filtration systems.

2. OBJECTIVE

The objective of this Maintenance Standard is to provide effective, safe, and sanitary wastewater disposal within park areas.

3. OPERATIONAL MAINTENANCE TASKS

3.1 Operation

- a. Operate systems within the following parameters:

FACILITY SPECIFICATIONS

- i. Tank, sani-station inlets, lift station, pump chamber, and field inspection covers and hardware in place and sealed from potential surface water infiltration;
 - ii. Septic lines from building through to field are leak free;
 - iii. Sani-station fee collection system, and related cap interlocks if any, in place and operational;
 - iv. Complete all operational and inspection duties in accordance with system or component operating manual(s);
 - v. Treatment, pumping, disposal field, and air filtration mechanical components to be operational and leak free;
 - vi. Test components for proper function including level sensors, pump controls, pressure gauges, indexing valves, sensors, emergency alarms and shutoffs, etc.
- b. Complete all operational duties as outlined in specific septic system operational manuals including:
 - i. Clean or replace treatment membranes and filters as necessary
 - ii. Cycling and treating composting material
 - iii. Monitor and record operating parameters
 - iv. Service individual components as recommended by manufacturer
 - v. Monitor inspections boxes regularly during high use times.
- c. Repair and/or replace leaking plumbing seals, and gaskets associated with hatches, vents, inlet, outlet and drain piping penetrations;
- d. Meet all provisions of applicable waste discharge permits;
- e. Sludge layer inside septic tanks to not become thick enough to enter outlet line of tank. Monitor sludge layer thickness and coordinate septic pumping activities as necessary to ensure septic solids do not enter lift station or field distribution boxes. Coordinate and supervise pumping activities to ensure solids layer is removed during tank pumping – not just portion of liquids.
- f. Follow septic system emergency plan in event of system failures.
- g. Adjust float switches as required for optimal operation, or as required by operating manuals.

3.2 Cleaning (Regular)

- a. Wash receiving pad and cap;
- b. Collect and dispose of any waste deposited outside of the receiving pad and disinfect the affected area as necessary;
- c. Meet all provisions of applicable waste discharge permits;

FACILITY SPECIFICATIONS

- d. Disinfect accessible parts of water fill and flush towers, including hoses, taking care not to contaminate surfaces;
- e. Sweep surrounding roadway, apron, and access areas to remove any spider webs, moss, litter, debris, or other undesirable material.

3.3 Cleaning (Major)

- a. Includes all 'Regular Clean' items;
- b. Sweep, Scrub and/or Pressure wash Facility item including foundations, to remove all buildup of dirt, rain and mud splash marks, mineral staining, moss, or other organic growth.

3.4 Operational Repair

- a. Tighten and/or replace hardware and seals as necessary;
- b. Repair and/or replace leaking plumbing seals, and gaskets;
- c. Repair and/or replace alarm indicators;
- d. Repair and/or replace leaking plumbing seals, and gaskets associated with hatches, vents, inlet, outlet and drain piping penetrations;
- e. Service and clean odour control filters on septic tanks, effluent tanks, and lift stations as applicable.

3.5 Condition Preservation

- a. Seal lids on septic tanks, distribution boxes, and inspection ports as necessary;
- b. Inspection covers to not create a tripping hazard - Place gravel/soil and compact as necessary;
- c. Field laterals to be free of root infiltration sufficient to limit effluent flow;
- d. Monitor septic field distribution boxes and inspection ports to confirm all laterals are receiving and accepting equal effluent flow;
- e. Remove tree and shrub growth from field locations.

4. TASK FREQUENCY AND TIME FRAMES

Where Frequency is indicated, the specified task must be completed in accordance with the Task Specifications on a routine frequency not less than that shown in the following table.

Ref.	Maintenance/Task	Frequency			Response Time		
		H/D	M	B/R	H/D	M	B/R
3.1	Operation	As required			---	---	---

FACILITY SPECIFICATIONS

Ref.	Maintenance/Task	Frequency			Response Time		
		H/D	M	B/R	H/D	M	B/R
3.2	Cleaning (Regular)	Daily	Daily	Service Interval	---	---	---
3.3	Cleaning (Major)	Weekly	Weekly	Monthly	---	---	---
3.4	Operational Repair	---	---	---	1 Day	1 Day	3 Days
3.5	Condition Preservation	Seasonal			---	---	---

5. ADDITIONAL SPECIFICATIONS AND LIMITATIONS**5.1 Limitations**

Requirements do not include:

- a. Major component replacement, such as replacement of level floats or sensor, replacement of complete pump assembly;
- b. Scheduled and emergency septic pumping and disposal (contracted commercial service cost only, not including costs related Operator staff coordination, facilitation, or attendance);
- c. Supply of consumable septic treatment products not specifically mentioned. i.e membrane filters, charcoal filters, sand, etc.
- d. Investigation (camera and/or excavation) and repair or replacement of septic lines and valves.

5.2 Authorized Person

The Operator shall provide an Authorized Person pursuant to the *Sewerage System Regulation B.C. Reg. 326/2004 (Health Act RSBC 1996)* and the “Sewerage System Standard Practice Manual” and related Appendices, as amended from time to time, to maintain holding tanks, septic tanks, sewerage systems and wastewater treatment systems.

5.3 Inspection, Operation, Testing, and Maintenance Plan

The Operator shall prepare a plan for the inspection, operation, and maintenance of each septic or effluent storage, and treatment Facility within the Operating Area. The plan shall meet all applicable requirements of law, regulation, and any agency having jurisdiction as well as any additional requirements of this Standard. The Operator shall execute the plan throughout the Term.

5.4 Records

The Operator shall observe and record all system operating meter readings and all recording or cumulative meter readings, and provide such records to the Province.

FACILITY SPECIFICATIONS

5.5 Laws and Regulations

Applicable laws, statutes, and regulations as existing and as may be revised from time to time, supersede any lesser or contrary provisions in this Standard.

5.6 Authority

Instructions by the designated authority in law, statute, or regulation shall supersede all lesser or contrary provisions in this Standard.

5.7 Operating Manuals

Where operating manuals exist for a sewage treatment or disposal system, these shall be considered to provide specific instructions for the startup, operation, shutdown, trouble-shooting, and maintenance of the system, and shall supersede lesser or contrary provisions in this Standard.

FACILITY SPECIFICATIONS

H. PARK ROADS, TRAILS AND DRAINAGE

- H-01** Park Roads and Trails - Gravel
 - H-02** Park Roads and Trails - Paved
 - H-03** Park Drainage
 - H-04** Park Front Country Trails & Walkways
 - H-05** Park Hiking Trails (Type III, IV, & V)
-



FACILITY SPECIFICATIONS**Section H-01: Park Roads - Gravel****1. APPLICATION**

This Maintenance Standard applies to the following park facilities:

Description	Notes
Gravel park roadways	
Gravel parking areas	
Concrete Traffic Barriers	
Traffic counters and detection loops	<i>All types, whether full year or seasonal operation.</i>

2. OBJECTIVE

The objective of this Maintenance Standard is to provide safe, clean, inviting, and functional gravel or earth trails and roadways within park grounds.

3. OPERATIONAL MAINTENANCE TASKS**3.1 Operation**

- a. Operator to open and close road and trails in accordance with the requirements for the operating period, or as otherwise directed by the Province, or as required due to slides, subsidence, earth movement, or other conditions affecting user safety;
- b. Install, remove, replace batteries and record readings of traffic counters as required.

3.2 Cleaning (Spot)

- a. Remove any visible litter, debris, waste, and hazards from roads and trails;

3.3 Cleaning (Regular)

- a. Rake or blow road surface to collect any visible litter, debris, or other undesirable material;
- b. Brush road edges to ensure roadside vegetation does not encroach and impede passage. Trim overhanging branches with appropriate saw to leave clean, smooth surface on remaining vegetation (branches to not be broken off) to an overhead height of 4 metres above the tread surface.

FACILITY SPECIFICATIONS**3.4 Cleaning (Major)**

- a. Hand or power excavation of top crushed gravel surface to remove organic growth;
- b. Clean and maintain drainage facilities.
- c. Remove windfall and debris from road surface and ROW edges.

3.5 Operational Repair

- a. Road and trail surfaces to be level as constructed, free of potholes;
- b. Replace gravel and compact any potholes as necessary;
- c. Relocate and re-anchor barriers displaced by vehicle impacts and/or erosion.
- d. Remove windfall and debris from road surface and ROW edges.

3.6 Condition Preservation

- a. Grade all vehicular gravel roadways and parking areas using a motor grader in accordance with Specified Frequencies B-03.
- b. Apply Dust Control to vehicular roadways and parking areas in accordance with Specified Frequencies B-03.
- c. Replace gravels displaced by maintenance activities.

4. TASK FREQUENCY AND TIME FRAMES

Where Frequency is indicated, the specified task must be completed in accordance with the Task Specifications on a routine frequency not less than that shown in the following table.

Ref.	Maintenance/Task	Frequency			Response Time		
		H/D	M	B/R	H/D	M	B/R
3.1	Operation	As required			---	---	---
3.2	Cleaning (spot)	Daily	Daily	Service Interval	---	---	---
3.2	Cleaning (Regular)	Bi-weekly	Bi-weekly	Monthly	---	---	---
3.3	Cleaning (Major)	Seasonal	Seasonal	Seasonal	---	---	---
3.4	Operational Repair	---	---	---	1 Week	1 Week	1 Month
3.5	Condition Preservation	Seasonal			---	---	---

FACILITY SPECIFICATIONS

5. ADDITIONAL SPECIFICATIONS AND LIMITATIONS

5.1 Limitations

- a. Supply and placement of aggregate material is limited to less than 2.0 m³ of material per lineal km of gravel surface per year.
- b. Requirement does not include:
 - i. Road grading activities beyond Operational Maintenance requirement in B-03;
 - ii. Application of dust abatement products beyond Operational Maintenance requirement in B-03;
 - iii. Removal and replacement of damaged culverts.
 - iv. Resurfacing and compacting gravel surfaces beyond the threshold volume identified.
 - v. Excavation and/or installation of rip rap materials to limit or repair erosion damage.
 - vi. Major project to re-establish a right of way or trail that has become overgrown;
 - vii. Repair or replace traffic counters or traffic loops.

5.2 Performance

Maintenance activities to not create low areas which retain water on the gravel surface, or remove gravel surfacing including fines. Trails are to be raked to the center – not off the edges. Leaf blowers if used cannot remove fines and/or gravel surfacing.

5.3 Gravels

Gravels used to surface, resurface, or repair gravel park roads and trails shall be of a quality proven to provide a durable surface resistant to potholing, rutting, and displacement, and shall generally be crushed 19mm (3/4”) or 12mm (1/2”) with sufficient fines to create a stable surface resistant to displacement. The Operator may use gravel defined as “High Fines Surfacing Aggregate (HFSA)” meeting the requirements of BC Ministry of Transportation & Infrastructure ‘Standard Specifications for Highway Construction’ Section 202 (Table 202-C) for HFSA, except that the maximum to size shall not exceed 19mm (3/4”).

Section H-02: Park Roads and Trails - Paved

1. APPLICATION

This Maintenance Standard applies to the following park facilities:

FACILITY SPECIFICATIONS

Description	Notes
Asphalt-paved park roadways	<i>Includes all lanes, shoulders, gores, islands, turn slots, and related markings.</i>
Asphalt-paved parking areas	
Traffic barriers	<i>Parking curbs, concrete guard rails, other guard rails, barrier logs</i>
Traffic counters and detection loops	<i>All types, whether full year or seasonal operation.</i>

2. OBJECTIVE

The objective of this Maintenance Standard is to provide safe, clean, inviting, and functional paved trails and roadways within park grounds.

3. OPERATIONAL MAINTENANCE TASKS**3.1 Operation**

- a. Operator to open and close road and trails in accordance with the requirements for the operating period, or as otherwise directed by the Province, or as required due to slides, subsidence, earth movement, or other conditions affecting user safety;
- b. Install, remove, replace batteries and record readings of traffic counters as required.

3.2 Cleaning (Spot)

- a. Remove any visible litter, debris, waste, and hazards from roads and trails;

3.3 Cleaning (Regular)

- a. Remove vegetation on asphalt-paved park roadways that causes:
 - i. Sight distance obstructions on curves or at intersections of highways and at accesses;
 - ii. The visibility of signs, delineators, animal reflectors, and other roadside features to be obscured;
 - iii. Impediment of drainage.
- b. Remove overhanging limbs within 2 metres of the shoulder edge that are at an elevation of between 0 and 4 metres above the asphalt-paved park roadway.

3.4 Cleaning (Major)

- a. Road and parking lines and directional arrows to be clean and legible;
- b. Sweep pavement and shoulders;

FACILITY SPECIFICATIONS

- c. Scrub and/or pressure wash pavement markings as needed to ensure clarity;
- d. Restore displaced barriers or guardrails to designated location or alignment.
- e. Remove fallen vegetation and rocks from road/trail, cutting back 0.5 m from edge of surface, or outside edge of ditch line when present.

3.5 Operational Repair

- a. Surface to be level as constructed, free of potholes - fill potholes or edge fracturing with cold patch as required;
- b. Shoulder gravel to be in place along all paved edges - rake displaced shoulder gravel back into place to ensure no potholes, edge drop-offs, or tripping hazards along asphalt edge;
- c. Remove fallen vegetation and rocks from road/trail, cutting back 0.5 m from edge of surface, or outside edge of ditch line when present.

3.6 Condition Preservation

- a. Repaint pavement markings in accordance with required frequency.
- b. Scrub or pressure wash pavement surface, curbs, and roadside barriers to remove undesirable organic growth.

4. TASK FREQUENCY AND TIME FRAMES

Where Frequency is indicated, the specified task must be completed in accordance with the Task Specifications on a routine frequency not less than that shown in the following table.

Ref.	Maintenance/Task	Frequency			Response Time		
		H/D	M	B/R	H/D	M	B/R
3.1	Operation	As required			---	---	---
3.2	Cleaning (spot)	Daily	Daily	Service Interval	---	---	---
3.2	Cleaning (Regular)	Bi-Weekly	Bi-Weekly	Monthly	---	---	---
3.3	Cleaning (Major)	Seasonal	Seasonal	Seasonal	---	---	---
3.4	Operational Repair	---	---	---	1 Week	1 Week	1 Month
3.5	Condition Preservation	Seasonal			---	---	---

FACILITY SPECIFICATIONS

5. ADDITIONAL SPECIFICATIONS AND LIMITATIONS

5.1 Limitations

- a. The requirements do not include:
 - i. Asphalt crack sealing.
 - ii. Centerline, lane line, and edge line painting in excess of specified frequency in Section B-03;
 - iii. Thermoplastic transverse line and cross-hatching;
 - iv. Removal and replacement of damaged culvert;
 - v. Replacing concrete roadside or median barriers or parking barriers;
 - vi. Repair or replace traffic counters or traffic loops.
 - vii. Supply and install of shouldering material greater than 1.0 cubic meter per lineal km of paved surface per year.
 - viii. Supply and install asphalt patching greater than 1.0 square meter per lineal km (nominal 3m width) of paved surface per year;

Section H-03: Park Drainage

APPLICATION

This Maintenance Standard applied to the following Park Facilities:

Description	Notes
Culverts	<i>May include CSP, concrete, woodstave, PVC, HDPE, or other pipe materials.</i>
Catch Basins	<i>BC Ministry of Transportation & Infrastructure standard, MMCD standard, or other commercial product; may include Precast concrete, CSP, or other materials. Includes lawn basins.</i>
Storm Drainage Manholes	<i>BC Ministry of Transportation & Infrastructure standard, MMCD standard, or other commercial product; may include Precast concrete, CSP, or other materials.</i>
Waterbars	<i>Park Facility Standard or other similar in function</i>
Trash grates or racks	<i>Commercial product or field construction.</i>

These Facilities include related collection areas at culvert inlets, armouring and headwalls, catch basin and manhole frames, grates and covers (castings or concrete), and all related components.

FACILITY SPECIFICATIONS

1. OBJECTIVE

The objective of this Maintenance Standard is to provide functional, effective, and safe drainage features for park trails, roadways, buildings, and grounds to prevent erosion, runoff over roads, trails, and grounds, and prevent damage to, and deterioration of, park facilities.

2. OPERATIONAL MAINTENANCE TASKS

2.1 Operation

- a. Open and close designated channels, or raise or lower weirs, dams, control gates, or other facilities.

2.2 Cleaning (Regular)

- a. Hand-clean ditches and watercourses to remove obstructions preventing free flow of water;
- b. Restore ditch elevations below the bottom elevation of the applicable road, trail, or grounds feature to ensure drainage;
- c. Remove debris and sedimentation, and trim vegetation from drainage appliances.

2.3 Cleaning (Major)

Not used.

2.4 Operational Repair

- a. Restore ditches and drainage appliances to working condition in event of blockage.

2.5 Condition Preservation

- a. Includes all “Cleaning” tasks;
- b. Repair worn, bent, broken, disconnected, or damaged drainage appliances;
- c. Maintain oil sumps and material separation systems as designed or specified by manufacturer or designer.

3. TASK FREQUENCY AND TIME FRAMES

Where Frequency is indicated, the specified task must be completed in accordance with the Task Specifications on a routine frequency not less than that shown in the following table.

FACILITY SPECIFICATIONS

Ref.	Maintenance/Task	Frequency			Response Time		
		H/D	M	B/R	H/D	M	B/R
3.1	Operation	As required			---	---	---
3.2	Cleaning (Regular)	Seasonal			---	---	---
3.3	Cleaning (Major)				---	---	---
3.4	Operational Repair	---	---	---	1 Day	1 Day	1 Month
3.5	Condition Preservation	Seasonal			---	---	---

4. ADDITIONAL SPECIFICATIONS AND LIMITATIONS**4.1 Limitations**

The requirements do not include:

- a. Removal and replacement of damaged culvert or other drainage appliance;
- b. Addition of culverts or other drainage appliances;
- c. Machine ditching.
- d. Installation or relocation of riprap and other erosion protection.

Section H-04: Front-Country Trails & Walkways**1. APPLICATION**

This Maintenance Standard applies to the following park facilities:

Description	Notes
Hard-surfaced sidewalks and pads	Concrete, paved, timber, or paving stone sidewalks, walkways, and pads adjacent to or surrounding other Facilities
Gravel Walkways and Surrounds	Includes gravel sidewalks and pads adjacent to or surrounding other Facilities
Type I and II asphalt or gravel surfaced trails and pathways	Day Use and Campground walking trails

2. OBJECTIVE

The objective of this Maintenance Standard is to provide safe, clean, inviting, and functional paved or gravel walkways within park grounds.

FACILITY SPECIFICATIONS

3. OPERATIONAL MAINTENANCE TASKS

3.1 Operation

- a. Operator to open and close trails in accordance with the requirements for the operating period, or as otherwise directed by the Province, or as required due to slides, subsidence, earth movement, or other conditions affecting user safety;
- b. Install, remove, and record readings of trail counters as required.

3.2 Cleaning (Spot)

- a. Remove any visible litter, debris, waste, and hazards from trail surfaces;

3.3 Cleaning (Regular)

- a. Rake or sweep trail surface (for trails accessing campground and day use facilities) to collect any visible litter, debris, or other undesirable material;

3.4 Cleaning (Major)

- a. Scrub and/or pressure wash pavement markings as needed to ensure clarity;
- b. Trim overhanging branches with appropriate saw to leave clean, smooth surface on remaining vegetation (branches to not be broken off). Maintain overhead height for designated trail use.
- c. Type I and II trails are to be brushed back 0.5 m from the edge of the trail surface, or outside edge of ditch line when present.
- d. Brush trail edges to ensure vegetation does not:
 - i. encroach and impede passage;
 - ii. obstruct sight distance on curves or at intersections;
 - iii. obstruct visibility of signs and other park features or hazardous conditions.

3.5 Operational Repair

- a. Surface to be level as constructed - fill potholes or edge fracturing
- b. Shoulder gravel to be in place along all paved edges - rake displaced shoulder gravel back into place to ensure no potholes, edge drop-offs, or tripping hazards along asphalt edge;
- c. Remove windfall or other debris from trail surface or trail right of way.

3.6 Condition Preservation

- a. Repaint pavement markings in accordance with required frequency.

FACILITY SPECIFICATIONS

- b. Scrub or pressure wash pavement surface, curbs, and barriers to remove undesirable organic growth.
- c. Hand or power excavate top of crushed gravel surface if required to remove organic growth, and apply and compact new gravel as required.
- d. Clean and maintain drainage facilities.

4. TASK FREQUENCY AND TIME FRAMES

Where Frequency is indicated, the specified task must be completed in accordance with the Task Specifications on a routine frequency not less than that shown in the following table.

Ref.	Maintenance/Task	Frequency			Response Time		
		H/D	M	B/R	H/D	M	B/R
3.1	Operation	As required					
3.2	Cleaning (Spot)	Daily	Weekly	Service Interval			
3.3	Cleaning (Regular)	Bi-weekly	Bi-weekly	Service Interval			
3.4	Cleaning (Major)	Seasonal	Seasonal	Seasonal			
3.5	Operational Repair	–	–	–	1 Week	1 Week	1 Month
3.5	Condition Preservation	Seasonal					

5. ADDITIONAL SPECIFICATIONS AND LIMITATIONS

5.1 Limitations

- a. Supply and placement of aggregate material is limited to less than 1.0 m³ of material per lineal km of gravel surface per year.
- b. The requirements do not include:
 - i. Asphalt crack sealing.
 - ii. Centerline, lane line, and edge line painting.
 - iii. Thermoplastic transverse line and cross-hatching;
 - iv. Removal and replacement of damaged culvert;
 - v. Replacing concrete or other access barriers;
 - vi. Repair or replace trail counters .
 - vii. Supply and install asphalt patching

5.2 Performance

FACILITY SPECIFICATIONS

Maintenance activities to not create low areas which retain water on the gravel surface, or remove gravel surfacing including fines. Trails are to be raked to the center – not off the edges. Leaf blowers if used cannot remove fines and/or gravel surfacing.

5.3 Gravels

Gravels used to surface, resurface, or repair gravel park roads and trails shall be of a quality proven to provide a durable surface resistant to potholing, rutting, and displacement, and shall generally be crushed 19mm (3/4”) or 12mm (1/2”) with sufficient fines to create a stable surface resistant to displacement. The Operator may use gravel defined as “High Fines Surfacing Aggregate (HFSA)” meeting the requirements of BC Ministry of Transportation & Infrastructure ‘Standard Specifications for Highway Construction’ Section 202 (Table 202-C) for HFSA, except that the maximum to size shall not exceed 19mm (3/4”).

Section H-05: Hiking Trails (Type III, IV, & V)

1. APPLICATION

This Maintenance Standard applies to the following park facilities:

Description	Notes
Type III Trails	Hiking trails, day use or overnight duration. 0.75m tread.
Type IV Trails	Wilderness hiking trails, overnight or multi-day duration. 0.5m tread.
Type V Trails	Wilderness hiking route

2. OBJECTIVE

The objective of this Maintenance Standard is to provide safe, clean, inviting, and functional gravel or earth trails within park grounds.

3. OPERATIONAL MAINTENANCE TASKS

3.1 Operation

- a. Operator to open and close trails in accordance with the requirements for the operating period, or as otherwise directed by the Province, or as required due to slides, subsidence, earth movement, or other conditions affecting user safety;
- b. Install, remove, and record readings of trail counters as required.

FACILITY SPECIFICATIONS

3.2 Cleaning (Regular)

- a. Remove any visible litter, debris, waste, and hazards from trail surfaces;

3.3 Cleaning (Major)

- a. Trim overhanging branches with appropriate saw to leave clean, smooth surface on remaining vegetation (branches to not be broken off). Maintain overhead height for designated trail use. Trails identified for horse riding must be brushed to a height of 4 meters above the trail surface.
- b. Type III trails are to be brushed to a minimum width of 2.5 m. Type IV and V are to be brushed to maintain their original width as constructed.
- c. Brush trail edges to ensure vegetation does not:
 - i. encroach and impede passage;
 - ii. obstruct sight distance on curves or at intersections;
 - iii. obstruct visibility of signs and other park features or hazardous conditions.
- d. Remove windfall or other debris from trail surface and trail right of way.

3.4 Operational Repair

- a. Remove windfall or other debris from trail surface or trail right of way.
- b. Repair trail tread to original specifications, trail surfaces to be level as constructed, use local material to fill ruts, holes, low spots or muddy areas.

3.5 Condition Preservation

- a. Clean and maintain drainage facilities.

4. TASK FREQUENCY AND TIME FRAMES

Where Frequency is indicated, the specified task must be completed in accordance with the Task Specifications on a routine frequency not less than that shown in the following table.

Ref.	Maintenance/Task	Frequency			Response Time		
		H/D	M	B/R	H/D	M	B/R
3.1	Operation	As required					
3.2	Cleaning (Regular)	Bi-Weekly	Bi-Weekly	Service Interval			
3.3	Cleaning (Major)	Seasonal	Seasonal	Seasonal			
3.4	Operational Repair	–	–	–	1 Week	1 Week	1 Month
3.5	Condition Preservation	Seasonal					

FACILITY SPECIFICATIONS

5. ADDITIONAL SPECIFICATIONS AND LIMITATIONS

5.1 Limitations

- a. Requirement does not include:
 - i. Removal and replacement of damaged culverts.
 - ii. Resurfacing and compacting gravel surfaces.
 - iii. Excavation and/or installation of rip rap materials to limit or repair erosion damage.
 - iv. Major project to re-establish a right of way that has become overgrown or damaged due to a natural event beyond the limitations of the current danger tree amount(Schedule 4, part J1 e).;
 - v. Repair or replace trail counters.

If Basic/Rustic Service Interval exceeds once per week, Cleaning (Regular) frequency shall be “Bi-weekly” unless otherwise directed by the Province.

FACILITY SPECIFICATIONS

Section I-01: Electric Vehicle (EV) Charging Station Maintenance

1. APPLICATION

This specification applies to all Electric Vehicle (EV) charging stations owned by the Ministry of Environment and Climate Change Strategy.

2. OBJECTIVE

The objective of this facility specification is to provide instruction on cleaning, maintenance and operational tasks for EV charging stations within park grounds to ensure they operate safely and efficiently for their expected life.

3. OPERATIONAL MAINTENANCE TASKS

3.1 Operation (Regular Patrol)

- a. Maintain charging stations in accordance with requirements and standards;
- b. Maintain Facility in a neat, clean, and organized condition in order to provide safe and effective function of, and access to, all equipment and systems;
- c. Maintain operating manuals for equipment and systems in appropriate locations;
- d. Operator to remove snow, leaves, or other debris 1 meter from around the surface of the charging station, around the base of the charging station and parking area;
- e. Salt the area as needed to prevent ice;
- f. Notify EV charging station service provider if charging stations will be de-powered for any period, or if changes are made to public access to charging stations (such as parking lot closing hours) that were not previously reported to EV charging station service provider;
- g. Ensure the head, gun module and gun cable are properly placed onto the unit if not in use;
- h. Inspect the head, gun module and gun cable for any damage. Inspect gun cable for insulation damage cable. If damaged contact EV charging station service provider;
- i. Monitor the parking area and ensure compliance with charging station parking policies (only electric vehicles in the process of charging should be parked at EV charging stations);

FACILITY SPECIFICATIONS

- j. Monitor charging stations for signs of vandalism, damage, or malfunctions;
 - i. Report damage and inoperable condition of the charging station to EV charging station service provider and BC Parks;
 - ii. Where repairs or replacements are not covered by a EV charging station service provider, arrange for the repair or replacement of any malfunctioning charging station part within a reasonable time through by a qualified person.
- k. Record of all maintenance and repair activities. Records to include the date they were taken, condition of the equipment and any maintenance or repair activities undertaken, including a list of periodic checks and tests made, the date they were made, the condition of the equipment, and any repairs or adjustments that were performed;
- l. Ensure EV charging station is clear of any combustible material.

3.2 Cleaning and Maintenance (Regular)

- b. Remove any visible litter, debris, waste, and hazards from parking area;
- c. Clean the outside of the charging station enclosure using a soft cloth lightly moistened with a mild detergent solution. Do not use any type of abrasive pad, scouring powder, or flammable solvents such as alcohol or benzene. Do not wash with a hose or pressure washer.
- d. Replace the gasket if damaged or when head is opened;
- e. Inspect all power cable connections for signs of overheating and using a qualified person tighten all connections – if severe discoloration or damage is present, remove and replace the damaged cable.

3.3 Cleaning and Maintenance (Moderate)

- a. Inspect power circuit any short circuit event, or ground fault, or every 5 years;
 - i. If a short circuit or ground fault occurs, have a qualified person perform insulation testing on all cables and equipment before re-energizing the electrical equipment.
 - ii. Qualified person to repair or replace any damaged electrical equipment if found during testing.
 - iii. Using the EV charging station service provider Installation Guide – perform test and commissioning procedure every year.
- b. Check the status of each charging station via EV charging station service provider web portal to ensure each station is functioning normally and is

FACILITY SPECIFICATIONS

ready for use. If the EV charging station does not have a web portal, refer to the user guide to determine indicators of a normally functioning EV station.

TASK FREQUENCY AND TIME FRAMES

Where Frequency is indicated, the specified task must be completed in accordance with the Task Specifications on a routine frequency not less than that shown in the following table.

Ref.	Maintenance/Task	Frequency			Response Time		
		H/D	M	B/R	H/D	M	B/R
3.1	Operation	As Part of Regular Patrol					
3.2	Cleaning and Maintenance (Regular)	Bi-Weekly	Bi-Weekly	Service Interval			
3.3	Cleaning and Maintenance (Moderate)	Monthly	Monthly				

ADDITIONAL SPECIFICATIONS AND LIMITATIONS**Limitations**

- a. EV charging station maintenance requirements do not include replacement of major components, or any works which require the services of a licensed professional or certified tradesperson.



COVID-19 RESPONSE

Park Facility Maintenance and Campground Management Practices

Purpose

This document details the procedures to protect the health and safety for BC Parks visitors, BC Parks staff and Park Operators when maintaining facilities in a manner that will mitigate exposure to the COVID 19 virus. Please consult the **BC Parks - COVID Safe Work Procedures** document for further information on BC Parks staff safety while conducting duties in the office or field, and **BC Parks COVID Cleaning and Disinfecting Procedures** for information on the cleaning of facilities in parks. These documents are available on the Park Operator Extranet site.

Background

A virus mainly spreads from person to person through droplet transmission in close contact. A virus can survive on surfaces and can also be transmitted as a contact infection by handling materials or surfaces contaminated with the sputum of an infected person. Maintaining of physical distancing, practicing good hygiene, regular cleaning and disinfection of high touch surfaces and wearing PPE as required can reduce the risk of transmission of the virus. This document provides guidance on regular components of park visitor management and facility maintenance during the COVID pandemic, to allow Parks to remain open and safe for visitors.

Procedures

<u>Agreement section</u>	<u>Public risk mitigation</u>	<u>PO risk mitigation</u>
Part D Registering and Fee Collection	PO staff maintain social distancing, follow cash and document handling procedure. Promote contactless payment, DC Reservations and other non-contact payment methods where available.	Maintain social distancing and follow the Cash and Document Handling Procedure (available on the PO Extranet site).

<p>Part F</p> <p>Facility Cleaning Specifications</p>	<p>Ensure high touch facilities are cleaned and disinfected frequently. See Park Maintenance Frequency Amendments document (appendix).</p> <p>Ensure Park Visitors are advised to be prepared to clean and disinfect facilities prior to and after use to maintain hygiene.</p> <p>Provide signage and direction on proper hygiene including hand washing.</p> <p>Post signs in Facilities that are not frequently cleaned (i.e. backcountry, Basic parks). NOTE: sign template will be available on PO Extranet site once developed.</p> <p>Provide hand soap in all toilet\shower buildings where a sink and running water is available.</p>	<p>Park Operator to advise staff on proper safe work procedures for COVID-19, as described by the Provincial Health Officer and Worksafe BC.</p> <p>Staff involved in cleaning must be provided with the required PPE and trained appropriately in it's use and removal.</p> <p>Use the PPE that is appropriate for the task, and addresses the identified hazards</p> <p>Consider PPE need and only use what is necessary to mitigate risks</p> <p>Park Operators are encouraged to consult the BC Parks COVID Cleaning and Disinfecting Procedures (available on the PO Extranet site) for reference.</p> <p>Park Operators must ensure that all identified facilities are cleaned and disinfected according to Frequency Amendments attached.</p>
<p>Part G</p> <p>Park Visitor Management and Park Security.</p>	<p>Promote social distancing, disperse gatherings and maintain facility closures as identified in the Re-Opening Plan.</p> <p>Only open those facilities where social distancing and other protocols are able to be adhered to and maintained. Visitor center's, and concessions can be opened if there is sufficient staffing to manage them in the same manner as similar businesses outside of parks.</p>	<p>Ensure adequate staffing is available to manage park visitor volumes. With BC Parks support and where necessary, keep high-use, very popular parks or park areas closed to manage for carrying capacity of facilities and staff resources.</p> <p>Maintain 2m distance when engaging with the public. Focus on generating voluntary compliance with regulations and closures with the least enforcement interaction necessary to obtain results (ie: education focus).</p> <p>Ensure enhanced situational awareness when addressing non-compliance and be prepared to disengage if necessary. During this period of high stress, some</p>

		<p>of the public may react with a disproportionately emotional response to a minor compliance issue</p> <p>Review the BC Parks Compliance Action plan and follow the direction in the Compliance Promotion and Verification sections.</p>
Part G Emergency and Evacuation Procedures	Review plan and if possible, amend plan to address muster areas size to maximize distancing; may need to prioritize evacuation safety over distancing where sufficient space does not exist.	Ensure staff are aware of the Emergency and Evacuation procedures and any amendments to those procedures as a result of COVID-19 protocols.
Part H Visitor Survey	Cancel any face to face component of the survey or adapt survey delivery to be completely remote based.	Cancel any face to face component of the survey or adapt survey delivery to be completely remote based.
Part J Danger tree program	No COVID-19 specific issues with WDT program identified. Proceed as per usual.	Use of certified assessors \ fallers.
Part J Vegetation Management	Delay any spraying that might pose respiratory risk or decrease social distancing.	Use of certified Pesticide applicators.
Part K Volunteers	<p>Opportunities only to be provided in protected areas that are re-opened.</p> <p>Opportunities/activities can be permitted provided PHO orders/guidelines are followed, monitored and enforced by the individual volunteer or group under a volunteer partnership agreement.</p>	<p>All volunteer activities must receive BC Parks approval to proceed after re-opening of protected areas.</p> <p>Individual volunteers working alone must follow BC Parks Safe Work Procedures (staff).</p>
Part K Overflow camping	Existing overflow camping may still be approved by BC Parks. No new overflow camping will be approved.	Existing overflow camping may still be approved by BC Parks. No new overflow camping will be approved.

Part K Meetings with Park Operators	n/a	Conduct meetings remotely if possible, maintain social distancing if in person.
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APPENDIX:



BC Parks

COVID-19 RESPONSE

Park Facility Maintenance Frequency Amendments

Purpose

This document details the procedures to protect the health and safety for BC Parks visitors, BC Parks staff and Park Operators when maintaining facilities in a manner that will mitigate exposure to the COVID 19 virus. Please consult the **BC Parks - COVID Safe Work Procedures** document for further information on BC Parks staff safety while conducting duties in the office or field, and **BC Parks COVID Cleaning and Disinfecting Procedures** for information on the cleaning of facilities in parks. These documents are available on the Park Operator Extranet site.

Background

A virus mainly spreads from person to person through droplet transmission in close contact. A virus can survive on surfaces and can also be transmitted as a contact infection by handling materials or surfaces contaminated with the sputum of an infected person. Maintaining of physical distancing, practicing good hygiene, regular cleaning and disinfection of high touch surfaces and wearing PPE as required can reduce the risk of transmission of the virus. This document provides an amended frequency schedule for facility maintenance during the COVID-19 pandemic, to allow for the reopening of Parks to visitors.

Frequency Schedule

The following amendments to the Province of BC – Ministry of Environment, FACILITY SPECIFICATIONS

The Operator shall patrol and clean the Facilities not less often than the required service interval specific to the Operating Area as specified in their Park Operator Agreement. In addition, **for any Frontcountry Operating Area that has a Level of Service of Moderate, Developed or Highly Developed**, the following cleaning tasks are to be completed at the increased frequency indicated below:

Facility	Ref.	Maintenance/Task	Frequency
Garbage and Recycle Containers	C-02 3.2c	Spray lid and latch areas with disinfectant, including wiping after appropriate disinfectant contact time.	Twice Daily.
Standpipe Taps, Handpumps, and Associated Drains	G-03 3.2e	Spray tap, fountain bubblers and spigot with disinfectant.	Twice Daily.
Standpipe Taps, Handpumps, and Associated Drains	G-03 3.2f	Wipe surfaces clean with appropriate cleaning towel once appropriate contact time is reached.	Twice Daily.
Effluent Disposal Piping, Pumps, Tanks, and Fields	G-04 3.2d	Disinfect accessible parts of water fill and flush towers, including hoses, taking care not to contaminate surfaces;	Twice Daily.

Additional Facility Procedures and Considerations for Staff and Park Operators

- The high use Facilities identified above as well as Park Buildings - Individual Toilets and Park Buildings - Toilet and Shower Buildings must be cleaned twice daily in order to meet PHO guidelines (minimum of two cleans daily).
 - The frequencies of cleaning and disinfecting for Park Buildings – Individual Toilets and Park Building – Toilet and Shower Buildings have not been included in the amended table above **as the one regular cleaning plus one to three spots cleans based on attendance already required in the Facility Specifications meet the PHO guidelines.**

Spot cleans are defined in the Facility Specifications as:

Carry out Spot Cleaning, as follows, without active closure of the Facility:

- Remove all deposits or spills of human or animal waste occurring outside the pit toilet stool and within or without the building, and clean and disinfect the affected surface;
 - Wipe down sink, faucet, toilet (flush) and pit toilet stool surfaces with disinfecting detergent and clean toilet bowl if required;
 - Check and if necessary re-stock consumable supplies (toilet tissue, hand sanitizer);
 - Sweep floor and remove debris.
- If a Facility is “visibly dirty” then a regular cleaning must be conducted to ensure the facility is safe and sanitary for use (not just a spot clean if more is required). This clean

would count towards the total clean count for the day – unless that had been reached, in which case this clean is additional, but still a part of normal Operational Requirements (Facility Specifications A-01 2)

- For non-PRISM Agreements or Agreements without a defined Level of Service, BC Parks regional staff may enhance the frequency of cleaning of high use Facilities where they believe it is warranted. This would be for high use parks and Facilities where Operator presence is frequent (eg. comparable visitation and presence to Moderate, Developed or Highly Developed parks). For Agreements that do not include the Facility Specifications, tasks can be described as “doubling cleaning task frequency up to 4 times daily”

Section C-01: Picnic Tables and Benches

- Region to determine if it needs to be increased to higher frequency if the LOS is basic or rustic.
- Onus on the Public to clean the tables before and after using.

Section D-03: Elevated Structures and Barriers

- Some areas to remain closed where maintenance frequency cannot be adequately accommodated (eg: handrails on high-use trails).

Section F-02: Toilet and Shower Buildings

- Post clear notices on capacity. (eg: 3 at a time; line-up spacing).
- Ensure that handsoap is available in all toilet\shower buildings that have running water and a sink.

Section F-03: Service Buildings

- Nature Houses
 - Allowed to open, as long as they can be managed in the same as manner as other businesses and in full compliance with the orders of the PHO.



Ministry of
Environment

PERMIT MODIFICATION AGREEMENT

Permit No.: **108004**

Permittee File No.: **98700-50 108004**

Permit Modification Agreement No.: **0001**

THIS AMENDMENT AGREEMENT IS DATED FOR REFERENCE **April 1, 2016** and is made under the *Park Act*.

BETWEEN:

AND:

HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF BRITISH COLUMBIA,
represented by the Minister responsible for the
Park Act (the "**Province**") at the following
address:

Ministry of Environment
Kootenay Okanagan Region
102 Industrial Place
Penticton BC
V2A 7C8

QUALITY RECREATION LTD.

(the "**Operator**") at the following address:

2003-28th Crescent
Vernon BC
V1T 1V1

WHEREAS:

- A. The Province issued to the Operator Park Use Permit No. **108004** dated for reference **August 14, 2015** (the "**Agreement**");
- B. The Province is enacting a change to Recreation User Fees on March 15, 2016; and
- C. In accordance with Article 6 of the Agreement, the Province and the Operator (the "**Parties**") agree the Agreement is modified as set out below in this agreement (the "**Amendment Agreement**").

WHEREFORE, in consideration of the premises and mutual agreements set out below and other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the **Parties** agree as follows:

1) The Agreement is modified by:

- a) Deleting section 1 of **Schedule "7" – Financial Matters** and replacing it with the following:

1. Payments

Within 30 days of the date set out in the payment tables below, you will deliver to the Province:

- a) an invoice, if an amount is identified as being owed to the Operator in the Payment Amount column shown below; or
- b) a cheque, made out to the Minister of Finance, if a payment is identified as being owed to the Province in the Payment Amount column shown below.

Payment Table to Province	
Operating Year (2016/17)	
Date	Payment Amount
November 1, 2016	\$5,404.90
1st ANNUAL BID PRICE:	\$5,404.90

Payment Table to Province	
Operating Year (2017/18)	
Date	Payment Amount
November 1, 2017	\$8,501.73
2nd ANNUAL BID PRICE:	\$8,501.73

Payment Table to Province	
Operating Year (2018/19)	
Date	Payment Amount
November 1, 2018	\$8,501.73
3rd ANNUAL BID PRICE:	\$8,501.73

Payment Table to Province	
Operating Years (2019/20 – 2024/25)	
Date	Payment Amount

November 1, 2019-2024	\$8,501.73
NET ANNUAL PAYMENT (not including Annual Price Adjustment):	\$8,501.73

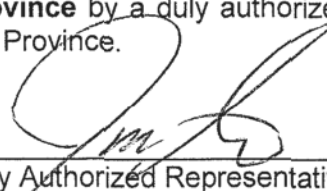
For Agreements with a Commencement Date of November 1, 2015, the following payment table for the Initial Operating Period will also apply:

Payment Table to Operator	
Initial Operating Period (November 1, 2015 – March 31, 2016)	
Date	Payment Amount
January 15, 2016	\$600.00
Initial Operating Period Bid Price	\$600.00

- 2) Except as modified by this Amendment Agreement, the Agreement is ratified and confirmed.
- 3) This Amendment Agreement and the Agreement shall be read and construed together.
- 4) Time continues to be of the essence of the Agreement and is of the essence of this Amendment Agreement.
- 5) This Amendment Agreement enures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties have executed this Agreement

SIGNED and DELIVERED on behalf of the **Province** by a duly authorized representative of the Province.


Duly Authorized Representative

Date

April 21/2016

SIGNED and DELIVERED on behalf of the Operator (or by an authorized signatory of the Operator if a Corporation).


Duly Authorized Representative

Date

April 12, 2016

PERMIT MODIFICATION AGREEMENT

Permit No.: **108004**

Permittee File No.: **98700-50-108004**

Permit Modification Agreement No.: **0002**

THIS AMENDMENT AGREEMENT IS DATED FOR REFERENCE **March 6, 2017** and is made under the *Park Act*.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF BRITISH COLUMBIA,
represented by the Minister responsible for the
Park Act (the "**Province**") at the following
address:

Ministry of Environment
Kootenay Okanagan Region
102 Industrial Place
Penticton BC
V2A 7C8

AND:

QUALITY RECREATION LTD.

(the "**Operator**") at the following address:

2003-28th Crescent
Vernon, BC
V1T 1V1

WHEREAS:

- A. The Province issued to the Operator Park Use Permit No. **108004** dated for reference **August 14, 2015** and amended by way of an agreement dated for reference **April 1, 2016** (Amendment 0001) (collectively the "**Agreement**");
- B. The Province has constructed additional boat launch parking facilities at Gladstone Park (Texas Creek Campground), which affects the Operator's cost of providing the Services.
- C. In accordance with Article 5 of the Agreement, the Province and the Operator (the "**Parties**") agree the Agreement is modified as set out below in this agreement (the "**Amendment Agreement**").

WHEREFORE, in consideration of the premises and mutual agreements set out below and other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the **Parties** agree as follows:

1) The Agreement is modified by:

- a) Deleting section 1 of **Schedule "7" – Financial Matters** and replacing it with the following:

1. Payments

Within 30 days of the date set out in the payment tables below, you will deliver to the Province:

- a) an invoice, if an amount is identified as being owed to the Operator in the Payment Amount column shown below; or
- b) a cheque, made out to the Minister of Finance, if a payment is identified as being owed to the Province in the Payment Amount column shown below.

Payment Table to Province	
Operating Year (2016/17)	
Date	Payment Amount
November 1, 2016	\$5,404.90
1st ANNUAL BID PRICE:	\$5,404.90

Payment Table to Operator	
Operating Year (2017/18)	
Date	Payment Amount
November 1, 2017	\$3,298.27
2nd ANNUAL BID PRICE:	\$3,298.27

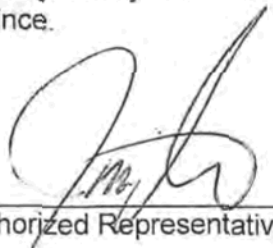
Payment Table to Operator	
Operating Year (2018/19)	
Date	Payment Amount
November 1, 2018	\$3,504.77
3rd ANNUAL BID PRICE:	\$3,504.77

Payment Table to Operator	
Operating Years (2019/20 – 2024/25)	
Date	Payment Amount
November 1, of each year from 2019 to 2024	\$3,714.88
NET ANNUAL PAYMENT (not including Annual Price Adjustment):	\$3,714.88

- 2) Except as modified by this Amendment Agreement, the Agreement is ratified and confirmed.
- 3) This Amendment Agreement and the Agreement shall be read and construed together.
- 4) Time continues to be of the essence of the Agreement and is of the essence of this Amendment Agreement.
- 5) This Amendment Agreement enures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties have executed this Agreement


SIGNED and **DELIVERED** on behalf of the **Province** by a duly authorized representative of the Province.


Duly Authorized Representative

Date

MARCH 22/2017

SIGNED and **DELIVERED** on behalf of the Operator (or by an authorized signatory of the Operator if a Corporation).


Duly Authorized Representative

Date

March 10th 2017



PERMIT MODIFICATION AGREEMENT

Permit No.: **108004**

Permittee File No.: **98700-50-108004**

Permit Modification Agreement No.: **3**

THIS AMENDMENT AGREEMENT IS DATED FOR REFERENCE November 06 2017 and is made under the *Park Act*.

BETWEEN:

AND:

HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF BRITISH COLUMBIA,
represented by the Minister responsible for the
Park Act (the "**Province**") at the following
address:

Quality Recreation Ltd.
(the "Operator") at the following address:
**2003-28th CRESCENT,
VERNON, BC V1T 1V1**

Ministry of Environment
Kootenay/Okanagan Region
102 Industrial Place
Penticton BC
V2A 7C8

WHEREAS:

- A. The Province issued to the Operator Park Use Permit No. **108004** dated for reference August 15, 2015 as amended by way of 2 subsequent amendments (collectively the "**Agreement**");
- B. In accordance with Article 5 of the Agreement, the Province and the Operator (the "**Parties**") agree the Agreement is modified as set out below in this agreement (the "**Amendment Agreement**").

WHEREFORE, in consideration of the premises and mutual agreements set out below and other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the **Parties** agree as follows:

1) The Agreement is modified by:

a) Amending Article 11 to include the following clause:

11.6 Protecting Information

All financial information concerning or related to the Operator's business which the Operator supplies to the Province as required in this Agreement, including without limitation, financial information contained in the Quality Control Plan and the Annual Operating Plan, is expressly understood to be supplied in strict confidence. The Province will, to the extent permitted under section 21 of the *Freedom of Information and Protection of Privacy Act*, attempt to protect such information from inappropriate disclosure.

b) Amend Schedule 8, section 3d to state:


submit a summary of all costs incurred and revenues generated from the provision of Services Plus in the financial business statements which you provide to the Province as required in this Agreement.


- c) Amend Schedule 6, section 1, item 4 of the Deficiency Events table to state:
Failure to have an Operating Area open to the Park Visitors during the Operating Season as indicated in Schedule 3.
 - d) Amend Article 11, section 11.5 to state:
The Operator will sign and submit to the Province by April 30 of each Operating Year an Annual Report that will contain such content or details regarding the delivery of the Services and performance of the Operator's obligations under this Agreement as may be required by the Province.
 - e) Amend Schedule 7, section 5 to state:
Unless otherwise agreed to in writing, you will deliver to the Province by September 1 of each Operating Year of the Term.
- 2) Except as modified by this Amendment Agreement, the Agreement is ratified and confirmed.
 - 3) This Amendment Agreement and the Agreement shall be read and construed together.
 - 4) Time continues to be of the essence of the Agreement and is of the essence of this Amendment Agreement.
 - 5) This Amendment Agreement enures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties have executed this Agreement

SIGNED and DELIVERED on behalf of the Province by a duly authorized representative of the Province.

SIGNED and DELIVERED on behalf of the Operator (or by an authorized signatory of the Operator if a Corporation).


Duly Authorized Representative


Duly Authorized Representative

JAN 10, 2018
Date

November 18th 2017
Date



Ministry of
Environment

PERMIT MODIFICATION AGREEMENT

Permit No.: 108004

Permittee File No.: 98700-50-108004

Permit Modification Agreement No.: 4

THIS AMENDMENT AGREEMENT IS DATED FOR REFERENCE August 1, 2018 and is made under the *Park Act*.

BETWEEN:

AND:

HER MAJESTY THE QUEEN IN RIGHT
OF THE PROVINCE OF BRITISH
COLUMBIA, represented by the Minister
responsible for the *Park Act* (the
"Province") at the following address:

Quality Recreation Ltd.

(the "Operator") at the following address:

Ministry of Environment
Kootenay/Okanagan Region
102 Industrial Place
Penticton, BC
V2A 7C8

2003-28th Crescent,
Vernon, BC V1T 1V1

WHEREAS:

- A. The Province issued to the Operator Park Use Permit No. 108004 dated for reference August 14, 2015 and amended by way of an agreement dated for reference April 1, 2016 (Amendment 0001), March 6, 2017 (Amendment 0002) and November 6, 2017 (Amendment 0003) (collectively the "Agreement");
- B. The Province has added new facilities to Kettle River Recreation Area, which materially affects the Operator's cost of providing the Services and revenue generated from Fees.
- C. In accordance with Article 5 of the Agreement, the Province and the Operator (the "Parties") agree the Agreement is modified as set out below in this agreement (the "Amendment Agreement").

WHEREFORE, in consideration of the premises and mutual agreements set out below and other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the Parties agree as follows:

- 1) The Agreement is modified by:

- a) Deleting section 1 of Schedule "7" – Financial Matters and replacing it with the following:

i. Payments

Within 30 days of the date set out in the payment tables below, you will deliver to the Province:

- a) an invoice, if an amount is identified as being owed to the Operator in the Payment Amount column shown below; or
- b) a cheque, made out to the Minister of Finance, if a payment is identified as being owed to the Province in the Payment Amount column shown below.

Payment Table to Province	
Operating Year (2016/17)	
Date	Payment Amount
November 1, 2016	\$5,404.90
1 st ANNUAL BID PRICE:	\$5,404.90

Payment Table to Operator	
Operating Year (2017/18)	
Date	Payment Amount
November 1, 2017	\$3,298.27
2 nd ANNUAL BID PRICE:	\$3,298.27

Payment Table to Operator	
Operating Year (2018/19)	
Date	Payment Amount
November 1, 2018	\$18,643.77

3rd ANNUAL BID PRICE:	\$18,643.77
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Payment Table to Operator	
Operating Years (2019/20 – 2024/25)	
Date	Payment Amount
November 1, 2019-2024	\$406.88
NET ANNUAL PAYMENT (not including Annual Price Adjustment):	\$406.88

For Agreements with a Commencement Date of November 1, 2015, the following payment table for the Initial Operating Period will also apply:

Payment Table to Operator	
Initial Operating Period (November 1, 2015 – March 31, 2016)	
Date	Payment Amount
January 15, 2016	\$600.00
Initial Operating Period Bid Price	\$600.00

- b) Deleting section 6 of Schedule "7" – Financial Matters and replacing it with the following:

The Preventative Maintenance Amount is **\$58,454.00** for 2018/19, and **43,315.00** for 2019/20-2024/25. The Province, upon 60 days notice to you, but acting unilaterally, may amend the Preventative Maintenance Amount during the Term. If the Preventative Maintenance Amount is amended, the difference between the Preventative Maintenance Amount at the Commencement Date and the amended Preventative Maintenance Amount will be applied to the payments to be made by the Province to the Operator or to be made by the Operator to the Province, whichever is applicable at the time.

- c) Deleting section 2(b)(i) of Appendix 1 of Schedule "7" – Financial Matters and replacing it with the following

b) Calculation of Total Cost Indicator

- i. In Operating Year 4, the Total Cost Indicator for the Agreement will be calculated by summing the first three Operating Years' average of the net Fee revenue, adjusted to use First Operating Year Fees, and the first three Operating Years' average Annual Bid Price. To account for the campground expansion project implemented in Year 3 of the Agreement, the average Annual Bid Price will be calculated by adding the \$7,772 to Years 1 through 3:

$$\begin{array}{r} \text{First 3 Operating Years' average net Fee revenue} \\ + \text{First 3 Operating Years' average Annual Bid Price} \\ \hline = \text{Operating Year 4 Total Cost Indicator} \end{array}$$

	Year 1	Year 2	Year 3
	Annual Bid Price	Annual Bid Price	Annual Bid Price
+	Year 1 net Fee Revenue	Year 2 net Fee Revenue	Year 3 net Fee Revenue
+	\$7,772	\$7,772	\$7,772
=	Year 1 Total	Year 2 Total	Year 3 Total

$$\text{Total Cost Indicator} = (\text{Year 1 Total} + \text{Year 2 Total} + \text{Year 3 Total}) / 3$$

- d) Deleting section 3(a) of Appendix 1 of Schedule "7" – Financial Matters and replacing it with the following:

Changes in Recreation User Fee-based attendance will be calculated as the difference between the annual average attendance of the previous 3 Operating Years and the Baseline Attendance. (for example, in Operating Year 5 the change in attendance will be measured as the difference between the average attendance of Operating Years 2 through 4 and the average attendance of Operating Years 1 through 3). To account for the campground expansion project implemented in Year 3 of the Agreement, in Operating Year 4 the Baseline Attendance will be calculated by adding the following numbers to the averages of each attendance category for Years 1 through 3:

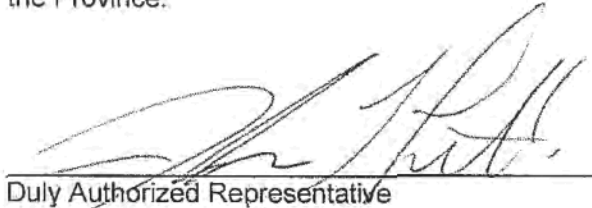
Annual Price Adjustment Category	Units to Add
Group Nights	52
Group Adults	993

- 2) Except as modified by this Amendment Agreement, the Agreement is ratified and confirmed.
- 3) This Amendment Agreement and the Agreement shall be read and construed together.

- 4) Time continues to be of the essence of the Agreement and is of the essence of this Amendment Agreement.
- 5) This Amendment Agreement enures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

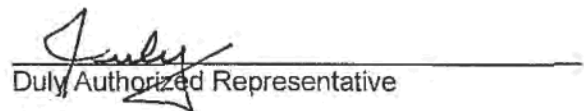
IN WITNESS WHEREOF the parties have executed this Agreement

SIGNED and **DELIVERED** on behalf of the **Province** by a duly authorized representative of the Province.


Duly Authorized Representative

Sept. 28, 2018
Date

SIGNED and **DELIVERED** on behalf of the Operator (or by an authorized signatory of the Operator if a Corporation).


Duly Authorized Representative

Sept. 8th 2018
Date



PERMIT MODIFICATION AGREEMENT

Permit No.: 108004	RECEIVED
Permittee File No.: 98700-50-108004	FEB 25 2019
Permit Modification Agreement No.: 5	102 Industrial Place Penticton BC V2A 7C8

THIS AMENDMENT AGREEMENT IS DATED FOR REFERENCE February 13, 2019 and is made under the *Park Act*.

BETWEEN:

AND:

HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF BRITISH COLUMBIA,
represented by the Minister responsible for the
Park Act (the "**Province**") at the following
address:

Quality Recreation Ltd.

Ministry of Environment & Climate Change
Strategy - Kootenay/Okanagan Region

(the "**Operator**") at the following address:

102 Industrial Place
Penticton, BC
V2A 7C8

2003-28th CRESCENT, VERNON, BC V1T 1V1

WHEREAS:

- A. The Province issued to the Operator Park Use Permit No. 108004 dated for reference August 14, 2015 as amended by way of 4 subsequent amendments (collectively the "**Agreement**");
- B. In accordance with Article 5 of the Agreement, the Province and the Operator (the "**Parties**") agree the Agreement is modified as set out below in this agreement (the "**Amendment Agreement**").

WHEREFORE, in consideration of the premises and mutual agreements set out below and other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the **Parties** agree as follows:

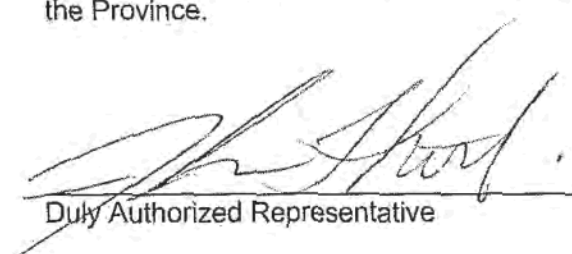

- 1) The Agreement is modified by:
 - a) Deleting Schedule "5" – Facility Specifications and replacing it with Schedule "5" – Facility Specifications attached here as Appendix 1.
- 2) Except as modified by this Amendment Agreement, the Agreement is ratified and confirmed.
- 3) This Amendment Agreement and the Agreement shall be read and construed together.

- 4) Time continues to be of the essence of the Agreement and is of the essence of this Amendment Agreement.
- 5) This Amendment Agreement enures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties have executed this Agreement

SIGNED and **DELIVERED** on behalf of the **Province** by a duly authorized representative of the Province.

SIGNED and **DELIVERED** on behalf of the Operator (or by an authorized signatory of the Operator if a Corporation).


Duly Authorized Representative
Duly Authorized Representative

Feb 28, 2019

Date

Feb. 12th 2019

Date



PERMIT MODIFICATION AGREEMENT

Permit No.: 108004

Permittee File No.: 98700-50-108004

Permit Modification Agreement No.: 6

THIS AMENDMENT AGREEMENT IS DATED FOR REFERENCE August 1, 2019 and is made under the *Park Act*.

BETWEEN:

AND:

HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF BRITISH COLUMBIA,
represented by the Minister responsible for the
Park Act (the "**Province**") at the following
address:

Quality Recreation Ltd

Ministry of Environment & Climate Change
Strategy
Kootenay/Okanagan Region

(the "**Operator**") at the following address:

102 Industrial Place
Penticton BC
V2A 7C8

2003-28th Crescent,
Vernon, BC V1T 1V1

WHEREAS:

- A. The Province issued to the Operator Park Use Permit No. 108004 dated for reference August 14, 2015 and amended by way of an agreement dated for reference April 1, 2016 (Amendment 0001), March 6, 2017 (Amendment 0002), November 6, 2017 (Amendment 3), August 1, 2018 (Amendment 4), February 13, 2019 (Amendment 5) (collectively the "**Agreement**");
- B. The Province and the Operator (the "**Parties**") agree the Agreement is modified as set out below in this agreement (the "**Amendment Agreement**").

WHEREFORE, in consideration of the premises and mutual agreements set out below and other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the **Parties** agree as follows:

1) The Agreement is modified by:

- a) Deleting section 1 of Schedule "7" – Financial Matters and replacing it with the following:

1. Payments

Within 30 days of the date set out in the payment tables below, you will deliver to the Province:

- a) an invoice, if an amount is identified as being owed to the Operator in the Payment Amount column shown below; or
- b) a cheque, made out to the Minister of Finance, if a payment is identified as being owed to the Province in the Payment Amount column shown below.

Payment Table to Province	
Operating Year (2016/17)	
Date	Payment Amount
November 1, 2016	\$5,404.90
1st ANNUAL BID PRICE:	\$5,404.90

Payment Table to Operator	
Operating Year (2017/18)	
Date	Payment Amount
November 1, 2017	\$3,298.27
2nd ANNUAL BID PRICE:	\$3,298.27

Payment Table to Operator	
Operating Years (2018/19)	
Date	Payment Amount
November 1, 2018	\$18,643.77
3rd ANNUAL BID PRICE:	\$18,643.77

Payment Table to Operator	
Operating Years (2019/20)	
Date	Payment Amount
November 1, 2019	\$11,061.88
NET ANNUAL PAYMENT (not including Annual Price Adjustment):	\$11,061.88

Payment Table to Operator	
Operating Years (2020/21 – 2024/25)	
Date	Payment Amount
November 1, 2020-2024	\$406.88
NET ANNUAL PAYMENT (not including Annual Price Adjustment):	\$406.88

For Agreements with a Commencement Date of November 1, 2015, the following payment table for the Initial Operating Period will also apply:

Payment Table to Operator	
Initial Operating Period (November 1, 2015 – March 31, 2016)	
Date	Payment Amount
January 15, 2016	\$600.00
Initial Operating Period Bid Price	\$600.00

- b) Deleting section 6 of Schedule "7" – Financial Matters and replacing it with the following:

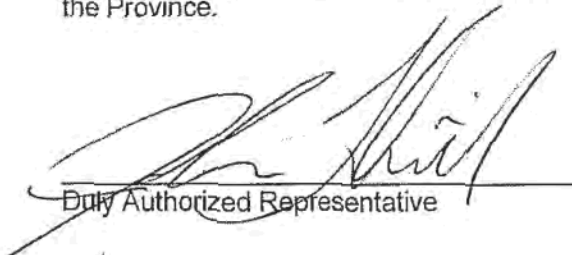
The Preventative Maintenance Amount was \$58,454.00 for 2018/2019, and is **\$53,970.00** for 2019/20, and **\$43,315.00** for 2020/21-2024/25. The Province, upon 60 days notice to you, but acting unilaterally, may amend the Preventative Maintenance Amount during the Term. If the Preventative Maintenance Amount is amended, the difference between the Preventative Maintenance Amount at the Commencement Date and the amended Preventative Maintenance Amount will be applied to the payments to be made by the Province to the Operator or to be made by the Operator to the Province, whichever is applicable at the time.

- 2) Except as modified by this Amendment Agreement, the Agreement is ratified and confirmed.
- 3) This Amendment Agreement and the Agreement shall be read and construed together.
- 4) Time continues to be of the essence of the Agreement and is of the essence of this Amendment Agreement.
- 5) This Amendment Agreement enures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

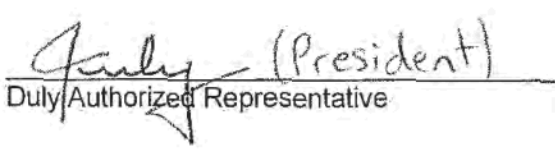
IN WITNESS WHEREOF the parties have executed this Agreement

SIGNED and DELIVERED on behalf of the Province by a duly authorized representative of the Province.

SIGNED and DELIVERED on behalf of the Operator (or by an authorized signatory of the Operator if a Corporation).



Duly Authorized Representative



Duly Authorized Representative

Date

Aug 22, 2019

Date

Aug 10th 2019



PERMIT MODIFICATION AGREEMENT

Permit No.: 108004

Permittee File No.: 98700-50/108004

Permit Modification Agreement No.: 7

THIS AMENDMENT AGREEMENT IS DATED FOR REFERENCE November 1, 2019 and is made under the *Park Act*.

BETWEEN:

AND:

HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF BRITISH COLUMBIA,
represented by the Minister responsible for the
Park Act (the "**Province**") at the following
address:

Quality Recreation Ltd.

Ministry of Environment
Kootenay/Okanagan Region

(the "**Operator**") at the following address:

102 Industrial Place
Penticton BC
V2A 7C8

2003-28th Crescent,
Vernon BC
V1T 1V1

WHEREAS:

- A. The Province issued to the Operator Park Use Permit No. 108004 dated for reference August 14, 2015 and amended by way of an agreement dated for reference April 1, 2016 (Amendment 0001), March 6, 2017 (Amendment 0002), November 6, 2017 (Amendment 3), August 1, 2018 (Amendment 4), February 13, 2019 (Amendment 5), August 1, 2019 (Amendment 6) (collectively the "**Agreement**");
- B. The Province and the Operator (the "**Parties**") agree the Agreement is modified as set out below in this agreement (the "**Amendment Agreement**").

WHEREFORE, in consideration of the premises and mutual agreements set out below and other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the **Parties** agree as follows:

1) The Agreement is modified by:

- a) Deleting the definition of "Baseline Attendance" in Schedule 1 and replacing it with the following:

"Baseline Attendance" means,

1. In Operating Years 4 and 5, the average level of Recreation User Fee-based attendance for the first three Operating Years;
2. In Operating Years 6 through 10, the average level of Recreation User Fee-based attendance for the three Operating Years preceding the previous Operating Year.

b) Adding the following definition to Schedule 1:

"Social Services Camping Fee Exemption Adjustment" means the amount for each of Operating Years 4 through 10 of the Term calculated as outlined in Schedule 7 and paid to the Operator as a lump sum;

c) Adding the following to Part E – Discover Camping, section 1 of Schedule "4" – Services:

- f) obtain and maintain computer equipment required for operating the Discover Camping™ Program, with quantity and specifications to be approved and reimbursed by the Province up to a maximum amount per fixed and mobile system.

d) Deleting Part K – General Standards, section 1, a) of Schedule "4" – Services and replacing it with the following:

- a) supply all labour, vehicles, vessels, equipment, tools, materials and supplies that are necessary to fulfil your obligations under this Agreement, with the exception of computer equipment required by the Discover Camping™ program for which costs will be reimbursed to the Park Operator as detailed in Schedule 4 - Part E;

e) Deleting section B-03: Specified Frequencies, 3.7 Park Roads – Gravel, b) of Schedule "5" – Facility Specifications and replacing it with the following:

- b) **Dust Control:** The Operator shall apply dust control to all gravel roadways and parking lots in the Operating Area to a width of 4m or to the full width of the roadway, whichever is less, in order to reduce fugitive dust nuisance and/or to provide roadbase stabilization.

Products used for dust control must be from the Ministry of Transportation and Infrastructure approved product list: lignosulfonate blend, magnesium chloride, calcium chloride, Durablend, Milligan Road Dust Suppressant or an approved alternative. Products outside this list shall not be used without permission from BC Parks. Application methods, equipment, and application rates shall be in accordance with equivalent standards and best practices established by the BC Ministry of Transportation and Infrastructure and the manufacturer's recommendations (typically 1.35-2.0 litre/m², applied by suitable spray tanker equipment).

f) Adding the following to Schedule "7" – Financial Matters:

7. The Social Services Camping Fee Exemption Adjustment will be applied to each Operating Year starting in Operating Year 4 and continuing until the end of the Term. These adjustments will be calculated and paid by the Province to the Operator by June 30 following the relevant Operating Year. The Social Services Camping Fee Exemption Adjustment will be calculated as shown in Appendix 2 of this Schedule.

g) Adding the following to section 3 of Appendix 1 of Schedule "7" – Financial Matters:

- d) Recreation User Fee-based attendance will be calculated using the attendance recorded in the Park Attendance and Revenue System for the period of March 1st to October 31st of the relevant year. Recreation User Fee-based attendance will not include attendance recorded as a result of Services being provided at any additional time beyond the requirements stated in Schedule 3.

h) Deleting section 3(a) of Appendix 1 of Schedule "7" – Financial Matters and replacing it with the following:

- a) Changes in Recreation User Fee-based attendance will be calculated as the difference between the annual average attendance of the most recent 3 Operating Years and the Baseline Attendance. (for example, in Operating Year 5 the change in attendance will be measured as the difference between the average attendance of Operating Years 3 through 5 and the average attendance of Operating Years 1 through 3). To account for the campground expansion project implemented in Year 3 of the Agreement, in Operating Year 4 the Baseline Attendance will be calculated by adding the following numbers to the averages of each attendance category for Years 1 through 3:

Annual Price Adjustment Category	Units to Add
Group Nights	52
Group Adults	993

i) Adding Appendix 2 of Schedule 7: Calculation of the Social Services Camping Fee Exemption Adjustment attached here as Appendix 1.


- 2) Except as modified by this Amendment Agreement, the Agreement is ratified and confirmed.
- 3) This Amendment Agreement and the Agreement shall be read and construed together.
- 4) Time continues to be of the essence of the Agreement and is of the essence of this Amendment Agreement.

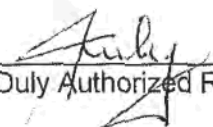
- 5) This Amendment Agreement enures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties have executed this Agreement

SIGNED and **DELIVERED** on behalf of the **Province** by a duly authorized representative of the Province.

SIGNED and **DELIVERED** on behalf of the **Operator** (or by an authorized signatory of the Operator if a Corporation).


Duly Authorized Representative


Duly Authorized Representative


Date

Dec Jan 9 2020

Date

December 5th 2019

Appendix 1

Appendix 2 of Schedule 7: Calculation of the Social Services Camping Fee Exemption Adjustment

1. The Social Services Camping Fee Exemption Adjustment formula is as follows:

[(Previous 3 Operating Years' average Social Services Camping Fee Exemption attendance)

– (Pre Procurement 3 Years' average Social Services Camping Fee Exemption attendance)] × (Relevant Operating Year Recreation User Fees) × ½

Social Services Camping Fee Exemption Adjustment

- a) If the Social Services Camping Fee Exemption attendance has increased, the Social Services Camping Fee Exemption Adjustment will be half of the resulting change.
- b) If the calculation in 1 above yields a negative number for the Social Services Camping Fee Exemption Adjustment, it will default to zero and no Social Services Camping Fee Exemption Adjustment will be applied for that Operating Year.
- c) The Pre Procurement 3 Years' average Social Services Camping Fee Exemption attendance data will be obtained from the Persons with Disabilities attendance data provided in the procurement of this Agreement. If Persons with Disabilities attendance data was not provided, the attendance data will be obtained from the Park Attendance and Revenue System.
- d) The impact on revenue will be calculated by multiplying the change in attendance by the relevant Operating Year Recreation User Fee, net of applicable taxes. For example, in Operating Year 6 the change in attendance will be multiplied by the Recreation User Fee in place during the Operating Season of Operating Year 6.



PERMIT MODIFICATION AGREEMENT

Permit No.: 108004

Permittee File No.: 98700-50-108004

Permit Modification Agreement No.: 8

THIS AMENDMENT AGREEMENT IS DATED FOR REFERENCE February 1, 2020 and is made under the *Park Act*.

BETWEEN:

AND:

HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF BRITISH COLUMBIA,
represented by the Minister responsible for the
Park Act (the "**Province**") at the following
address:

Quality Recreation Ltd.

Ministry of Environment
Kootenay/Okanagan Region

(the "**Operator**") at the following address:

102 Industrial Place
Penticton BC
V2A 7C8

2003-28th Crescent,
Vernon BC
V1T 1V1

WHEREAS:

- A. The Province issued to the Operator Park Use Permit No. 108004 dated for reference August 14, 2015 and amended by way of an agreement dated for reference April 1, 2016 (Amendment 0001), March 6, 2017 (Amendment 0002), November 6, 2017 (Amendment 3), August 1, 2018 (Amendment 4), February 13, 2019 (Amendment 5), August 1, 2019 (Amendment 6), November 1, 2019 (Amendment 7) (collectively the "**Agreement**");
- B. The Province and the Operator (the "**Parties**") agree the Agreement is modified as set out below in this agreement (the "**Amendment Agreement**").

WHEREFORE, in consideration of the premises and mutual agreements set out below and other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the **Parties** agree as follows:

1) The Agreement is modified by:

a) Deleting subsection i. of Article 20.1 b) and replacing it with the following:

i. remove from each Operating Area any Facility, tool or equipment that was placed on or made to the Operating Area by the Operator, is in the nature of a tenant's fixture

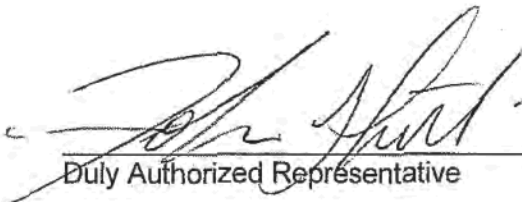
normally removable by tenants and is not part of a building or part of the Operating Area, with the exception of the computer equipment required for operating the Discover Camping™ Program, purchased by the Operator and reimbursed by the Province in accordance with Part K – General Standards of Schedule 4 – Services;

- b) Adding the following to Part E – Discover Camping, section 1 of Schedule “4” – Services:
 - g) be reimbursed on a 5-year refresh cycle for computer equipment required for operating the Discover Camping™ Program. However, the Operator may apply for reimbursement as frequently as every 3 years, with approval from the Province; and
 - h) return to the Province any computer equipment less than 3 years old at the Termination of this Agreement, if purchased by the Operator and reimbursed by the Province.
 - c) Replacing Appendix 2 of Schedule 7: Calculation of the Social Services Camping Fee Exemption Adjustment with the Appendix 1 attached here.
- 2) Except as modified by this Amendment Agreement, the Agreement is ratified and confirmed.
 - 3) This Amendment Agreement and the Agreement shall be read and construed together.
 - 4) Time continues to be of the essence of the Agreement and is of the essence of this Amendment Agreement.
 - 5) This Amendment Agreement enures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties have executed this Agreement

SIGNED and DELIVERED on behalf of the **Province** by a duly authorized representative of the Province.

SIGNED and DELIVERED on behalf of the Operator (or by an authorized signatory of the Operator if a Corporation).



Duly Authorized Representative



Duly Authorized Representative

MARCH 12, 2020
Date

FEB 12, 2020
Date

Appendix 1

Appendix 2 of Schedule 7: Calculation of the Social Services Camping Fee Exemption Adjustment

1. The Social Services Camping Fee Exemption Adjustment formula is as follows:

[(Previous 3 Operating Years' average Social Services Camping Fee Exemption attendance)

– (Average Social Services Camping Fee Exemption attendance for the 3 Years prior to the Commencement Date)] × (Relevant Operating Year Recreation User Fees) × ½

Social Services Camping Fee Exemption Adjustment

- a) If the Social Services Camping Fee Exemption attendance has increased, the Social Services Camping Fee Exemption Adjustment will be half of the resulting change.
- b) If the calculation in 1 above yields a negative number for the Social Services Camping Fee Exemption Adjustment, it will default to zero and no Social Services Camping Fee Exemption Adjustment will be applied for that Operating Year.
- c) The average Social Services Camping Fee Exemption attendance for the 3 Years prior to the Commencement Date will be obtained from the Social Services Fee Exemption attendance data provided in the procurement of this Agreement. If Social Services Fee Exemption attendance data was not provided, the attendance data will be obtained from the Park Attendance and Revenue System.
- d) The impact on revenue will be calculated by multiplying the change in attendance by the relevant Operating Year Recreation User Fee, net of applicable taxes. For example, in Operating Year 6 the change in attendance will be multiplied by the Recreation User Fee in place during the Operating Season of Operating Year 6.



PERMIT MODIFICATION AGREEMENT

Permit No.: 108004

Permittee File No.: 98700-50-108004

Permit Modification Agreement No.: 9

THIS AMENDMENT AGREEMENT IS DATED FOR REFERENCE September 1, 2020 and is made under the *Park Act*.

BETWEEN:

AND:

HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF BRITISH COLUMBIA,
represented by the Minister responsible for the
Park Act (the "**Province**") at the following
address:

Quality Recreation Ltd

Ministry of Environment & Climate Change
Strategy
Kootenay Okanagan Region

(the "**Operator**") at the following address:

102 Industrial Place
Penticton BC
V2A 7C8

2003-28th Crescent,
Vernon, BC V1T 1V1

WHEREAS:

- A. The Province issued to the Operator Park Use Permit No. 108004 dated for reference August 14, 2015 and amended by way of an agreement dated for reference April 1, 2016 (Amendment 0001), March 6, 2017 (Amendment 0002), November 6, 2017 (Amendment 3), August 1, 2018 (Amendment 4), February 13, 2019 (Amendment 5), August 1, 2019 (Amendment 6), November 1, 2019 (Amendment 7), February 1, 2020 (Amendment 8) (collectively the "**Agreement**");
- B. The Province and the Operator (the "**Parties**") agree the Agreement is modified as set out below in this agreement (the "**Amendment Agreement**").

WHEREFORE, in consideration of the premises and mutual agreements set out below and other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the **Parties** agree as follows:

1) The Agreement is modified by:

a) Deleting section 1 of Schedule "7" – Financial Matters and replacing it with the following:

1. Payments

Within 30 days of the date set out in the payment tables below, you will deliver to the Province:

- a) an invoice, if an amount is identified as being owed to the Operator in the Payment Amount column shown below; or
- b) a cheque, made out to the Minister of Finance, if a payment is identified as being owed to the Province in the Payment Amount column shown below.

Payment Table to Province	
Operating Year (2016/17)	
Date	Payment Amount
November 1, 2016	\$5,404.90
1st ANNUAL BID PRICE:	\$5,404.90

Payment Table to Operator	
Operating Year (2017/18)	
Date	Payment Amount
November 1, 2017	\$3,298.27
2nd ANNUAL BID PRICE:	\$3,298.27

Payment Table to Operator	
Operating Years (2018/19)	
Date	Payment Amount
November 1, 2018	\$18,643.77
3rd ANNUAL BID PRICE:	\$18,643.77

Payment Table to Operator	
Operating Years (2019/20)	
Date	Payment Amount
November 1, 2019	\$11,061.88
NET ANNUAL PAYMENT (not including Annual Price Adjustment):	\$11,061.88

Payment Table to Operator	
Operating Years (2020/21)	
Date	Payment Amount
November 1, 2020	\$11,975.88
NET ANNUAL PAYMENT (not including Annual Price Adjustment):	\$11,975.88

Payment Table to Operator	
Operating Years (2021/22 – 2024/25)	
Date	Payment Amount
November 1, 2021-2024	\$406.88
NET ANNUAL PAYMENT (not including Annual Price Adjustment):	\$406.88

For Agreements with a Commencement Date of November 1, 2015, the following payment table for the Initial Operating Period will also apply:

Payment Table to Operator	
Initial Operating Period (November 1, 2015 – March 31, 2016)	
Date	Payment Amount
January 15, 2016	\$600.00
Initial Operating Period Bid Price	\$600.00

- b) Deleting section 6 of Schedule "7" – Financial Matters and replacing it with the following:

The Preventative Maintenance Amount was **\$53,970.00** for 2019/2020, and is **\$54,884.00** for 2020/21, and **\$43,315.00** for 2021/22-2024/25. The Province, upon 60 days notice to you, but acting unilaterally, may amend the Preventative Maintenance Amount during the Term. If the Preventative Maintenance Amount is amended, the difference between the Preventative Maintenance Amount at the Commencement Date and the amended Preventative Maintenance Amount will be applied to the payments to be made by the Province to the Operator or to be made by the Operator to the Province, whichever is applicable at the time.

- 2) Except as modified by this Amendment Agreement, the Agreement is ratified and confirmed.
- 3) This Amendment Agreement and the Agreement shall be read and construed together.
- 4) Time continues to be of the essence of the Agreement and is of the essence of this Amendment Agreement.
- 5) This Amendment Agreement enures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties have executed this Agreement

SIGNED and **DELIVERED** on behalf of the **Province** by a duly authorized representative of the Province.

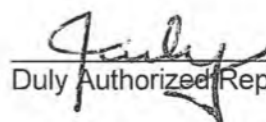


Duly Authorized Representative

November 4, 2020

Date

SIGNED and **DELIVERED** on behalf of the Operator (or by an authorized signatory of the Operator if a Corporation).



Duly Authorized Representative

Oct. 21st 2020

Date



PERMIT MODIFICATION AGREEMENT

Permit No.: 108004

Permittee File No.: 98700-50-108004

Permit Modification Agreement No.: 10

THIS AMENDMENT AGREEMENT IS DATED FOR REFERENCE March 15, 2021 and is made under the *Park Act*.

BETWEEN:

AND:

HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF BRITISH COLUMBIA,
represented by the Minister responsible for the
Park Act (the "**Province**") at the following
address:

Quality Recreation Ltd. (BC0667449)

Ministry of Environment & Climate Change
Strategy
Kootenay Okanagan Region

(the "**Operator**") at the following address:

102 Industrial Place
Penticton BC
V2A 7C8

2003-28th Crescent,
Vernon, BC V1T 1V1

WHEREAS:

- A. The Province issued to the Operator Park Use Permit No. 108004 dated for reference August 14, 2015 and amended by way of an agreement dated for reference April 1, 2016 (Amendment 0001), March 6, 2017 (Amendment 0002), November 6, 2017 (Amendment 3), August 1, 2018 (Amendment 4), February 13, 2019 (Amendment 5), August 1, 2019 (Amendment 6), November 1, 2019 (Amendment 7), February 1, 2020 (Amendment 8), September 1, 2020 (Amendment 9) (collectively the "**Agreement**");
- B. Due to the outbreak of COVID, the Province has issued closures for the Parks identified in this Agreement and required alternative services from the Operator. These services are described in the *Letter of Agreement for Revised Services for Park Operator Agreement 108004* and the *Letter of Agreement for Opening of Parks in Park Operator Agreement 108004*;
- C. The **Parties** agree the Agreement is modified as set out below in this agreement (the "**Amendment Agreement**").

WHEREFORE, in consideration of the premises and mutual agreements set out below and other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the **Parties** agree as follows:

1) The Agreement is modified by:

- a) Deleting the 2020/21 Payment Table in section 1 of Schedule "7" – Financial Matters and replacing it with the following:

Payment Table to Operator	
Operating Year (2020/21)	
Date	Payment Amount
November 1, 2020	\$11,975.88
NET ANNUAL PAYMENT (not including Annual Price Adjustment):	\$11,975.88

Payment Table to Operator			
Operating Year (2020/21) – COVID-19 Remuneration			
Phase		Remuneration Amount	Payment Amount
1 (March)		\$0.00	\$0.00
2 (April)		\$0.00	\$0.00
3 (May)		\$34,616.00	\$34,616.00
5 (Reopening and Finalization)	Calculated Total	\$27,949.89	
	Withheld payment from November 1, 2020	-\$11,975.88	
	*Net phase 5 amount		\$15,974.01
Total 2020/21 COVID-19 Remuneration Amount			50,590.01

b) Adding the following to section 3(a) of Appendix 1 of Schedule "7" – Financial Matters:

To account for the compensation provided by the Province due to the impact of COVID-19 during the 2020/21 Operating Year, the revenue adjustment component of the calculation for that year will be amended to use attendance data from June to October, compared to the same months from the Baseline Attendance. The 2020/21 Operating Year will be removed from the Annual Price Adjustment calculations in future years, starting in 2021/22.

- 2) Except as modified by this Amendment Agreement, the Agreement is ratified and confirmed.
- 3) This Amendment Agreement and the Agreement shall be read and construed together.
- 4) Time continues to be of the essence of the Agreement and is of the essence of this Amendment Agreement.
- 5) This Amendment Agreement enures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.
- 6) The Parties agree that the modification set out in section 1 above is intended to fully address compensation to the Operator related to COVID-19 for the 2020/21 Operating Year and no further compensation related to the outbreak of COVID-19 in the 2020/21 Operating Year will be provided.

IN WITNESS WHEREOF the parties have executed this Agreement

SIGNED and DELIVERED on behalf of the **Province** by a duly authorized representative of the Province.

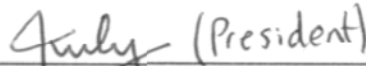


Duly Authorized Representative

March 31, 2021

Date

SIGNED and DELIVERED on behalf of the Permittee (or by an authorized signatory of the Permittee if a Corporation).



Duly Authorized Representative

March 24th 2021

Date



PERMIT MODIFICATION AGREEMENT

Permit No.: 108004

Permittee File No.: 98700-50-108004

Permit Modification Agreement No.: 11

THIS AMENDMENT AGREEMENT IS DATED FOR REFERENCE August 1, 2021 and is made under the *Park Act*.

BETWEEN:

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA, represented by
the Minister responsible for the *Park Act* (the
"Province") at the following address:

Quality Recreation Ltd. (BC0667449)

Ministry of Environment & Climate Change Strategy

Kootenay Okanagan Region

(the "Operator") at the following address:

102 Industrial Place

Penticton BC

V2A 7C8

2003 28th Crescent
Vernon, BC V1T 1V1

WHEREAS:

- A. The Province issued to the Operator Park Use Permit No. 108004 dated for reference August 14, 2015 and amended by way of an agreement dated for reference April 1, 2016 (Amendment 0001), March 6, 2017 (Amendment 0002), November 6, 2017 (Amendment 3), August 1, 2018 (Amendment 4), February 13, 2019 (Amendment 5), August 1, 2019 (Amendment 6), November 1, 2019 (Amendment 7), February 1, 2020 (Amendment 8), September 1, 2020 (Amendment 9), March 15, 2021 (Amendment 10) (collectively the "Agreement");

- B. Due to the outbreak of COVID-19, the Province requires alternative cleaning services from the Operator. The increase in services are described in the *Park Facility Maintenance and Campground Management Practices* document in Appendix 2. The required cleaning services are dependent on variants, vaccines and outbreaks, which may impact cleaning protocols based on Provincial Health Officer guidelines;
- C. The Parties agree the Agreement is modified as set out below in this agreement (the "**Amendment Agreement**").

WHEREFORE, in consideration of the premises and mutual agreements set out below and other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the Parties agree as follows:

1) The Agreement is modified by:

- a) Deleting Schedule "5" – Facility Specifications and replacing it with Schedule "5" – Facility Specifications attached here as Appendix 1.
- b) Adding the following to section 1, Part B Special Provisos of Schedule "3" – Level of Service to state:

3. During the 2021/22 Operating Season, the Operator must adhere to the enhanced cleaning requirements Frequency Schedule of the *Park Facility Maintenance and Campground Management Practices* in Appendix 2.

- c) Adding to section 1 of Schedule "7" – Financial Matters:

Payment Table to Operator	
Operating Year (2021/22) – COVID-19 Remuneration	
Date	Payment Amount
June 30, 2021	\$31,329.00
Total 2021/22 COVID-19 Remuneration Amount	\$31,329.00

- d) Adding the following to section 3(a) of Appendix 1 of Schedule "7" – Financial Matters:

If lost revenue is compensated for the 2021/2022 Operating Season, the corresponding attendance will be added back for the calculations so lost revenue is not double-compensated.

- 2) Except as modified by this Amendment Agreement, the Agreement is ratified and confirmed.
- 3) This Amendment Agreement and the Agreement shall be read and construed together.
- 4) Time continues to be of the essence of the Agreement and is of the essence of this Amendment Agreement.
- 5) This Amendment Agreement enures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.
- 6) In the event of a park site and facility closure or lost revenue due to the Non-BC Residents restriction, the Province and the Operator (the "Parties") agree to the negotiations as outlined in *Lost Revenue* in Appendix 3.
- 7) The Parties agree that the modification set out in section 1 above plus any compensation for lost revenue to be provided in accordance with Appendix 3 is intended to fully address the Operator for enhanced costs and lost revenue related to COVID-19 for the 2021/22 Operating Year. No further compensation related to the outbreak of COVID-19 in the 2021/22 Operating Year will be provided.

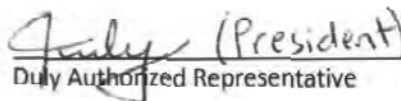
IN WITNESS WHEREOF the parties have executed this Agreement

SIGNED and DELIVERED on behalf of the Province by a
duly authorized representative of the Province.

SIGNED and DELIVERED on behalf of the Permittee
(or by an authorized signatory of the Permittee if a
Corporation).



Duly Authorized Representative



(President)

Duly Authorized Representative

September 07, 2021

Date

August 8th 2021

Date

Appendix 3 – Lost Revenue

Guidelines:

1. *Compensation for lost revenue will only be considered for an agreement as a whole, the Recreation User Fee revenue collected for the Operating Season is lower, compared to the past three-year average revenue generated over the same time period.*
2. *In this appendix, the past three-year average means the average taken from Operating Years 2017/18 to 2019/20. To be consistent with Annual Price Adjustment (APA), any years removed from the Baseline Attendance due to an abnormal attendance decrease will be removed from the three-year average in this remuneration process.*
3. *Attendance and revenue data used in this remuneration process will be taken from the Parks Attendance and Revenue System where possible.*

Lost Revenue

a) Non-BC Residents/ Intraprovincial Travel Restrictions

BC Parks will negotiate with the Operator to determine how much of the lost revenue is attributable to this restriction when, based on the past three-year average, at least 25% of the campers to the Parks within an agreement are from other jurisdictions in Canada or cancellations were made for BC residents who would be traveling outside their health authority. The Operator and BC Parks will bring forward relevant information to support the negotiation.

b) Closed sites

In the cases when BC Parks unilaterally made the decision to close sites or other Recreation User Fee revenue generating Facilities within a campground or day use area, and revenue generated from the campground or day use area is lower than 85% of the past three-year average for the same time period, BC Parks will pay the difference between the actual revenue generated and 85% of the past three-year average.

c) BC Parks will not compensate the Operator for revenue loss as a result of:

- i. Federal restrictions on international travel;
- ii. the exercise of discretion by BC Parks under the terms of the Park Operator Agreement, including a decision to not approve overflow camping; or
- iii. BC Parks and the Operator mutually agreeing a site cannot be safely opened.

d) Compensation for lost revenue from a) and b) above plus Recreation User Fee revenue collected for the Operating Season will not exceed the past three-year average revenue generated over the same period.

Annual Price Adjustment (APA)

For agreements with the APA, if lost revenue is compensated, the corresponding attendance will be added back for the calculations so lost revenue is not double-compensated. The APA payment schedule will remain same as the end of April in the following fiscal year (April 30, 2022).



PERMIT MODIFICATION AGREEMENT

Permit No.: 108004
Permittee File No.: 98700-50-108004
Permit Modification Agreement No.: 12

THIS AMENDMENT AGREEMENT IS DATED FOR REFERENCE October 15, 2021 and is made under the *Park Act*.

BETWEEN:

AND:

HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF BRITISH COLUMBIA,
represented by the Minister responsible for the
Park Act (the "**Province**") at the following
address:

Quality Recreation Ltd (BC0667449)

Ministry of Environment & Climate Change
Strategy
Kootenay Okanagan Region
102 Industrial Place
Penticton BC
V2A 7C8

(the "**Operator**") at the following address:

2903 23rd St
Vernon, BC
V1T 4J8

WHEREAS:

- A. The Province issued to the Operator Park Use Permit No. 108004 dated for reference August 14, 2015 and amended by way of an agreement dated for reference April 1, 2016 (Amendment 0001), March 6, 2017 (Amendment 0002), November 6, 2017 (Amendment 3), August 1, 2018 (Amendment 4), February 13, 2019 (Amendment 5), August 1, 2019 (Amendment 6), November 1, 2019 (Amendment 7), February 1, 2020 (Amendment 8), September 1, 2020 (Amendment 9), March 15, 2021 (Amendment 10), August 1, 2021 (Amendment 11) (collectively the "**Agreement**");
- B. The Province is increasing the Preventative Maintenance Amount for the 2021/22 Operating Year;
- C. The Province and the Operator (the "**Parties**") agree the Agreement is modified as set out below in this agreement (the "**Amendment Agreement**").

WHEREFORE, in consideration of the premises and mutual agreements set out below and other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the **Parties** agree as follows:

1) The Agreement is modified by:

- a) Except for the 21/22 COVID-19 Remuneration Payment Table, deleting the 2021/22 Payment Table in section 1 of Schedule "7" – Financial Matters and replacing it with the following:

Payment Table to Operator	
Operating Year (2021/22)	
Date	Payment Amount
November 1, 2021	\$20,406.88
NET ANNUAL PAYMENT (not including Annual Price Adjustment):	\$20,406.88

- b) Deleting section 6 of Schedule "7" – Financial Matters and replacing it with the following:

The Preventative Maintenance Amount is **\$58,454** for 2018/19, **\$53,970** for 2019/20, **\$54,884** for 2020/21, **\$63,315** for 2021/22 and **\$43,315** for 2022/23–2024/25. The Province, upon 60 days notice to you, but acting unilaterally, may amend the Preventative Maintenance Amount during the Term. If the Preventative Maintenance Amount is amended, the difference between the Preventative Maintenance Amount at the Commencement Date and the amended Preventative Maintenance Amount will be applied to the payments to be made by the Province to the Operator or to be made by the Operator to the Province, whichever is applicable at the time.

The 2021/2022 increased Preventative Maintenance Amount indicated above must be used before March 31, 2022. Projects will be reviewed for feasibility by January 31, 2022. If unused for the specified projects by January 31, 2022, any remaining uplifted Preventative Maintenance Amount must be paid back to the Province.

- c) Deleting the Operator's address on the first page and replacing it with the following:

2903 23rd St. Vernon, BC V1T 4J8

- d) Deleting the location of notice for the Operator in Section 25.1 and replacing it with the following:

Quality Recreation Ltd.
2903 23rd St.
Vernon BC,
V1T 4J8

- 2) Except as modified by this Amendment Agreement, the Agreement is ratified and confirmed.
- 3) This Amendment Agreement and the Agreement shall be read and construed together.
- 4) Time continues to be of the essence of the Agreement and is of the essence of this Amendment Agreement.
- 5) This Amendment Agreement enures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties have executed this Agreement

SIGNED and DELIVERED on behalf of the **Province** by a duly authorized representative of the Province.

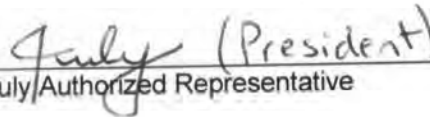


Duly Authorized Representative

October 14, 2021

Date

SIGNED and DELIVERED on behalf of the Permittee (or by an authorized signatory of the Permittee if a Corporation).



Duly Authorized Representative

October 7th 2021

Date



PERMIT MODIFICATION AGREEMENT

Permit No.: 108004

Permittee File No.: 98700-50-108004

Permit Modification Agreement No.: 13

THIS AMENDMENT AGREEMENT IS DATED FOR REFERENCE July 12, 2022 and is made under the *Park Act*.

BETWEEN:

AND:

HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF BRITISH COLUMBIA,
represented by the Minister responsible for the
Park Act (the "**Province**") at the following
address:

Quality Recreation Ltd (BC0667449)

Ministry of Environment & Climate Change
Strategy
Kootenay Okanagan Region
102 Industrial Place
Penticton BC
V2A 7C8

(the "**Operator**") at the following address:

2903 23rd St
Vernon, BC
V1T 4J8

WHEREAS:

- A. The Province issued to the Operator Park Use Permit No. 108004 dated for reference August 14, 2015 and amended by way of an agreement dated for reference April 1, 2016 (Amendment 0001), March 6, 2017 (Amendment 0002), November 6, 2017 (Amendment 3), August 1, 2018 (Amendment 4), February 13, 2019 (Amendment 5), August 1, 2019 (Amendment 6), November 1, 2019 (Amendment 7), February 1, 2020 (Amendment 8), September 1, 2020 (Amendment 9), March 15, 2021 (Amendment 10), August 1, 2021 (Amendment 11), October 15, 2021 (Amendment 12) (collectively the "**Agreement**");
- B. The Province and the Operator (the "**Parties**") agree the Agreement is modified as set out below in this agreement (the "**Amendment Agreement**").

WHEREFORE, in consideration of the premises and mutual agreements set out below and other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the **Parties** agree as follows:

- 1) The Agreement is modified by:
 - a) Delete Schedule 7, Appendix 2 - Calculation of the Social Services Camping Fee Exemption Adjustment and replace it with:

Appendix 2 of Schedule 7: Calculation of the Social Services Camping Fee Exemption Adjustment

1. The Social Services Camping Fee Exemption Adjustment formula is as follows:

$$\frac{[(\text{Previous 3 Operating Years' average Social Services Camping Fee Exemption attendance}) - (\text{Average Social Services Camping Fee Exemption attendance for the 3 Years prior to the Commencement Date})] \times (\text{Relevant Operating Year Recreation User Fees}) \times \frac{1}{2}}{\text{Social Services Camping Fee Exemption Adjustment}}$$

- a) If the Social Services Camping Fee Exemption attendance has increased, the Social Services Camping Fee Exemption Adjustment will be half of the resulting change.
 - b) If the calculation in 1 above yields a negative number for the Social Services Camping Fee Exemption Adjustment, it will default to zero and no Social Services Camping Fee Exemption Adjustment will be applied for that Operating Year.
 - c) The average Social Services Camping Fee Exemption attendance for the 3 Years prior to the Commencement Date will be obtained from the Social Services Fee Exemption attendance data provided in the procurement of this Agreement. If Social Services Fee Exemption attendance data was not provided, the attendance data will be obtained from the Park Attendance and Revenue System.
 - d) The impact on revenue will be calculated by multiplying the change in attendance by the relevant Operating Year Recreation User Fee, net of applicable taxes. For example, in Operating Year 6 the change in attendance will be multiplied by the Recreation User Fee in place during the Operating Season of Operating Year 6.
 - e) For the 2021/22 Operating Season only, the Social Services Camping Fee Exemption Adjustment payment amount will be \$3,783.74
- 2) Except as modified by this Amendment Agreement, the Agreement is ratified and confirmed.
 - 3) This Amendment Agreement and the Agreement shall be read and construed together.
 - 4) Time continues to be of the essence of the Agreement and is of the essence of this Amendment Agreement.
 - 5) This Amendment Agreement enures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties have executed this Agreement

SIGNED and **DELIVERED** on behalf of the **Province** by a duly authorized representative of the Province.

SIGNED and **DELIVERED** on behalf of the Permittee (or by an authorized signatory of the Permittee if a Corporation).



Duly Authorized Representative

August 23, 2022

Date



Duly Authorized Representative

July 28th 2022

Date