

## **Derkson, Debra TRAN:EX**

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**From:** Lange, Dean J TRAN:EX  
**Sent:** Tuesday, September 29, 2015 4:30 PM  
**To:** Smith, Grant A TRAN:EX  
**Cc:** Tan, Deborah TRAN:EX; Hegan, Jim D TRAN:EX; Truant, Kellen TRAN:EX; Morwood, Jesse TRAN:EX  
**Subject:** FW: cypress follow - correction to one attachment  
**Attachments:** 1991 MOU\_Highways\_Parks.pdf

Grant,

Can you forward this to the people responsible for maintenance of the Cypress Bowl Road. It's a MOU between MoTI and Parks.

Thanks.

Dean.

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**From:** Haberl, Vicki ENV:EX  
**Sent:** Tuesday, September 29, 2015 2:35 PM  
**To:** Wirsz, Cheryl ENV:EX; Brace, Andrea JAG:EX; McBain, Lisa JAG:EX; 'Blair Paterson'; Lange, Dean J TRAN:EX; Loewen, James TRAN:EX; Alexander, Warren TRAN:EX; Newland, Nancy TRAN:EX  
**Subject:** RE: cypress follow - correction to one attachment

Please replace the (first) attachment of the MOU between Highways and Parks with this one. There are 3 pages to the agreement, not 2.

Sincerely,

*Vicki Haberl*

Vicki Haberl  
Planning Section Head  
BC Parks, South Coast Region  
Ministry of Environment  
P.O. Box 220, Brackendale BC V0N 1H0

Phone: 604-898-3678, ext. 2227

---

**From:** Wirsz, Cheryl ENV:EX  
**Sent:** Tuesday, September 29, 2015 12:29 PM  
**To:** Brace, Andrea JAG:EX; McBain, Lisa JAG:EX; 'Blair Paterson'; Lange, Dean J TRAN:EX; Loewen, James TRAN:EX; Alexander, Warren TRAN:EX; Newland, Nancy TRAN:EX; Haberl, Vicki ENV:EX  
**Subject:** cypress follow up attachments

Hello All

As promised, here are some attachments, as per our telecall earlier this morning.

Thanks so much everybody for helping move this project along.

Cheryl

# MEMORANDUM OF UNDERSTANDING

## BETWEEN

### MINISTRY OF LANDS AND PARKS

### MINISTRY OF TRANSPORTATION AND HIGHWAYS

**REGARDING:** the administration of public roads by the Ministry of Transportation and Highways within Provincial Parks.

#### BACKGROUND

In 1990, the Deputy Ministers of Parks and Transportation and Highways agreed that Ministry of Transportation and Highways would assume responsibility for the ongoing maintenance of a number of roads in Provincial Parks following the designation of the roads as being under the jurisdiction of the Ministry of Transportation and Highways. The criteria for selection is where public vehicle access occurs over a significant stretch of road within a Provincial Park. The initial roads selected are the main access roads in Wells Gray, Mt. Seymour and Cypress Provincial Parks.

It is understood and agreed that although these roads are designated as highways they are located within Provincial Parks and they will be treated with special sensitivity due to public perceptions and expectations with regard to aesthetic maintenance of highways in Parks.

#### MAINTENANCE STANDARDS AND PLANS

All highways within Provincial Parks will be maintained to the applicable Ministry of Transportation and Highways standards. All standards will be reviewed with the District Manager of Lands and Parks and the District Manager of Transportation and Highways prior to implementation.

The annual maintenance plan for each highway administered by Ministry of Transportation and Highways in a Provincial Park will be reviewed and agreed to by the District Manager of Lands and Parks and the District Manager of Transportation and Highways.

#### SIGNS

All signs will conform to Ministry of Transportation and Highways and/or Lands and Parks standards, and will be placed in safe and mutually agreed locations within the public road right-of-way.

Park signs are to be maintained by Ministry of Lands and Parks, and highway signs are to be maintained by the Ministry of Transportation and Highways.

All park permittee signs are deemed to be Park signs.

Temporary signs may be placed along the highway with mutual agreement between Lands and Parks and Ministry of Transportation and Highways District Managers in advance. All such signs will be removed by Lands and Parks as soon as practicable, however not longer than eight months following the agreement to erect.



## SPECIAL EVENTS

The District Managers of Lands and Parks and Transportation and Highways will annually negotiate and mutually agree to conditions in a Special Use Permit issued by the Ministry of Transportation and Highways to the Ministry of Lands and Parks which will allow the Ministry of Lands and Parks to govern special events on the highway such as various types of races and filming. These special events may result in the temporary closure of the highway, the conditions and notifications of which will be noted in the Special Use Permit.

## ENFORCEMENT - EMERGENCY

The District Manager of Lands and Parks may close a highway in a Provincial Park for any emergency that may arise in order to protect and ensure public safety.

The District Manager Lands and Parks will immediately inform the local Maintenance Contractor representative and the Ministry of Transportation and Highways representative, in the event of any emergency situation which may endanger the safety of users of highways within Parks.

## ACCESS

All accesses to highways within Parks will require the mutual consent of the Ministry of Lands and Parks and the Ministry of Transportation and Highways District Managers, and shall follow the normal application and approval processes within the Ministry of Transportation and Highways.

## ASSIGNMENT OF CONTRACTS

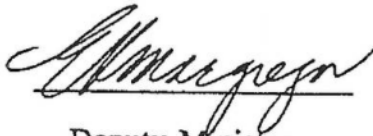
Contracts between Lands and Parks and third parties which may be in effect at the time at which highways in Parks may come under the Ministry of Transportation and Highways administration, and which may impact the Ministry of Transportation and Highway's services or responsibilities on the highway, will be reviewed by the Ministry of Transportation and Highways to determine their acceptability for assignment to the Ministry of Transportation and Highways. If deemed unacceptable for any reason, the District Managers of Lands and Parks and Transportation and Highways will negotiate a suitable resolution to outstanding issues.

## DISPUTE RESOLUTIONS

In the event the District Managers are unable to agree on any matter related to these highways, the matter will be referred to the Regional Director of Lands and Parks and Regional Director of the Ministry of Transportation and Highways. The Regional Directors may refer the matter to their respective Deputy Ministers for resolution if necessary.

CHANGES TO THIS MEMORANDUM

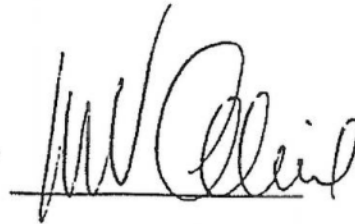
Any changes or amendments to this memorandum may be made from time to time by the mutual consent of both parties.



Deputy Minister  
Ministry of  
Lands and Parks

1991-08-08

Date



Deputy Minister  
Ministry of  
Transportation and Highways

26/8/91.

Date

## **Derkson, Debra TRAN:EX**

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**From:** Braun, Michael TRAN:EX  
**Sent:** Tuesday, September 15, 2015 10:39 AM  
**To:** Hegan, Jim D TRAN:EX  
**Subject:** RE: Cypress Bowl Road, West Vancouver

Thanks Jim

### **Michael Braun, MPA**

Senior District Development Technician | North Shore - Sea to Sky - Sunshine Coast  
Ministry of Transportation and Infrastructure | Lower Mainland District

#310 - 1500 Woolridge Street  
Coquitlam, BC V3K 0B8

t: 604.527.2244

e: [Michael.Braun@gov.bc.ca](mailto:Michael.Braun@gov.bc.ca)

w: <http://www.th.gov.bc.ca/permits.htm>

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**From:** Hegan, Jim D TRAN:EX  
**Sent:** Tuesday, September 15, 2015 10:39 AM  
**To:** Braun, Michael TRAN:EX; Carlson, Loretta TRAN:EX  
**Subject:** Cypress Bowl Road, West Vancouver  
**Importance:** High

**Michael:** Found some past research which might help. It would also be helpful to locate the winter maintenance agreement that was set up with the Park Operator (Cypress Bowl Ski Facility). I believe it was a 50 year agreement that was set up around the late 1970's to mid-1980's so unless it was renewed or extended it may come to the end of the term in the relatively near future. It's possible there could be a copy of the agreement in the Permanent Roads Files, which are supposed to be kept on site at the District Office. Ask Loretta about it. Ref: Cypress Bowl Road, Rd # 895R, BC Parks – Cypress Bowl Prov. Park.

**Loretta:** Can you please locate a DAS Permit for me and scan/send or if the file is to big send it 'as is' and I will review and copy what I might need.

Reference: Eagle Lk Access, Cypress Bowl Road, West Vancouver, permit no. **01-004-12062**

Regards,

*Jim Hegan*

Area Development & Operations Technician  
Squamish Area Office  
Phone 604 898-4791

MOTI WEB LINKS:

Home Page <http://www.gov.bc.ca/tran/>

Permits and Development <http://www.th.gov.bc.ca/permits/index.asp>

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**From:** Hegan, Jim D TRAN:EX  
**Sent:** Friday, November 9, 2012 8:22 AM  
**To:** Schimpf, Graeme TRAN:EX  
**Subject:** RE: Hwy Gazette & OIC Cypress Bowl Road  
**Importance:** High

<< File: Cypress Park Road and Mount Seymour Park Road - update.rtf >>

REGARDS,

*Jim Hegan*

AREA DEVELOPMENT & OPERATIONS TECHNICIAN  
SQUAMISH AREA OFFICE  
PH 604 898-4791  
FX 604 898-4376

WEBSITES:

- [MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE](#)
- [PERMITS](#)

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**From:** Hegan, Jim D TRAN:EX  
**Sent:** Thursday, November 8, 2012 4:31 PM  
**To:** Schimpf, Graeme TRAN:EX  
**Subject:** Hwy Gazette & OIC Cypress Bowl Road

<< OLE Object: Picture (Device Independent Bitmap) >>

P:\HQ\HWYS Information & Records\Gazettes\1971 Gazettes

P:\HQ\HWYS Information & Records\OICs

REGARDS,

**Derkson, Debra TRAN:EX**

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**From:** Loewen, James TRAN:EX  
**Sent:** Monday, May 4, 2015 4:27 PM  
**To:** Hegan, Jim D TRAN:EX  
**Subject:** RE: Cypress Bowl Rd at View Point

Thanks for the information Jim.

**James Loewen, BComm, RI(BC)**

Property Acquisition Coordinator  
South Coast Region  
Ministry of Transportation and Infrastructure  
#310 1500 Woolridge Street  
Coquitlam, BC V3K 0B8

604-527-2266

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**From:** Hegan, Jim D TRAN:EX  
**Sent:** Tuesday, April 28, 2015 4:11 PM  
**To:** Loewen, James TRAN:EX  
**Subject:** Cypress Bowl Rd at View Point

Hi James,

I dug up what I had on file regarding the Cypress Bowl Road at the view point, created a file on the P.....  
P:\!Transfer\Cypress Bowl Rd for James L **Please delete at your earliest convenience.**

It appears that the MOT went back after the fact and acquired additional R/W that was not identified in the original plans and construction. Unless we or someone else end dumped more material in this area, all of our needs should have been encompassed with the last acquisition or at least come to an agreement or some sort. I don't believe that we would have dumped waste material there without approval from BPP as it is a significant volume. The view point does not benefit the MOTI system so if push comes to shove, BC Parks may need to step up, in fact they may have some info/history regarding this fill. For all we know maybe BPP dumped it there. The MOTI only maintains the pavement at this view point. If or when BPP decides to develop those lands, I believe that we can make it a condition of sub-division or development, though the West Vans development referral process to dedicate the fill portion due to the fact that it will front our highway. Or maybe they will agree to accept it the way it is and dedicate it as green space to appease the requirements of the District of West Van for development at that time.

Regards,

*Jim Hegan*

Area Development & Operations Technician  
Squamish Area Office  
Phone 604 898-4791

*MOTI WEB LINKS:*

**Home Page** <http://www.gov.bc.ca/tran/>

**Permits and Development** <http://www.th.gov.bc.ca/permits/index.asp>

## **Derkson, Debra TRAN:EX**

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**From:** Gary Watt <gwatt@westvancouver.ca>  
**Sent:** Tuesday, March 25, 2014 2:06 PM  
**To:** Hegan, Jim D TRAN:EX  
**Cc:** Tony Tse; Les Martindale; Naizam Jaffer  
**Subject:** RE: Cypress Bowl Road Questions

Hi Jim

I have done a little more research on your questions.

- 1) The abandoned wooden pole with the lights on top.

We aren't sure what it is there for. I think at one time there was a pay phone at this location, and there is some thought that it might of been the location of the an old gate house as you suggested. This isn't something that the District would have been involved with. It should of been permitted by MOTI. If you are looking to have it removed you may need to contact BC Hydro or maybe Cobra Electric. BC Parks or Cypress Mountain maybe able to help you with your search.

- 2) The open section of road shoulder by the Utility corridor.

The sewer utility that has been installed down from the shoulder will become part of the municipal sewer system, but we have taken that section over yet. It is still part of British Pacific Properties' responsibility and I'm sure that MOTI has reviewed the drawings before construction and specified what type of requirement was need to protect the public. You will need to contact BPP with this deficiency of there work.

Hope this helps.

Gary Watt, AScT  
Superintendent, Roads  
Engineering and Transportation Division  
District of West Vancouver  
Tel. 604.925.7026  
[gwatt@westvancouver.ca](mailto:gwatt@westvancouver.ca)

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**From:** Hegan, Jim D TRAN:EX [<mailto:Jim.Hegan@gov.bc.ca>]  
**Sent:** March-24-14 1:11 PM  
**To:** Gary Watt  
**Subject:** RE: Cypress Bowl Road Questions

Hey Gary, any comments?



REGARDS,

*Jim Hegan*

AREA DEVELOPMENT & OPERATIONS TECHNICIAN  
SQUAMISH AREA OFFICE  
PH 604 898-4791  
FX 604 898-4376

WEBSITES:

- MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE
- PERMITS

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**From:** Hegan, Jim D TRAN:EX  
**Sent:** Thursday, March 13, 2014 9:13 AM  
**To:** 'Gary Watt'  
**Subject:** Cypress Bowl Road Questions

Hi Gary;

I was onsite at the new Road 'E' intersection (near Deer Ridge) conducting an inspection and noted a few unrelated items that I hope you may be able to share some background on. There is a wood pole on the downhill side of the road that appears to have been abandon. The pole has lamps on the top and may have been associated with a gate house at one time or something along this line as there is also a concrete pad directly behind it. It appears to be abandoned and is to close to the travel portion of the road and will need to be removed. I'm attempting to determine who is responsible for it, so any suggestion and/or contacts would be appreciated. I've attached a couple of photos for reference.

Also, right next to this pole is an access, muni UG utility I was told, which is open to traffic. If this is a muni utility, was there intended to be some form of security to prevent a vehicle from driving down this path?

<< File: DSCN2169.JPG >> << File: DSCN2168.JPG >>

REGARDS,

*Jim Hegan*

AREA DEVELOPMENT & OPERATIONS TECHNICIAN  
SQUAMISH AREA OFFICE  
PH 604 898-4791  
FX 604 898-4376

WEBSITES:

- MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE
- PERMITS

**Derkson, Debra TRAN:EX**

---

**From:** Hegan, Jim D TRAN:EX  
**Sent:** Friday, November 9, 2012 8:22 AM  
**To:** Schimpf, Graeme TRAN:EX  
**Subject:** RE: Hwy Gazette & OIC Cypress Bowl Road

**Importance:** High



Cypress Park  
Road and Moun...

REGARDS,

*Jim Hegan*

AREA DEVELOPMENT & OPERATIONS TECHNICIAN  
SQUAMISH AREA OFFICE  
PH 604 898-4791  
FX 604 898-4376

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---

**From:** Hegan, Jim D TRAN:EX  
**Sent:** Thursday, November 8, 2012 4:31 PM  
**To:** Schimpf, Graeme TRAN:EX  
**Subject:** Hwy Gazette & OIC Cypress Bowl Road

<< OLE Object: Picture (Device Independent Bitmap) >>

**P:\HQ\HWYS Information & Records\Gazettes\1971 Gazettes**

**P:\HQ\HWYS Information & Records\OICs**

REGARDS,

**From:** Rockerbie, Kirk TH:EX  
**Sent:** Monday, February 21, 2000 1:17 PM  
**To:** Courchene, Melanie TH:EX  
**Cc:** Barnes, Sherry TH:EX; Doyle, Dan TH:EX; Bessflug, Keith TH:EX; Bebington, Paul TH:EX; Manning, Spencer AG:EU  
**Subject:** Cypress Park Road and Mount Seymour Park Road - update  
Melanie: MoTH and MELP signed an MOU last year which calls for MoTH to devolve two arterial highways to MELP for inclusion in Cypress Park and Mount Seymour Park. In order to transfer the roads, three things must happen:

1. OIC rescinds arterial status - this OIC is at cabinet operations but will be returned (for reasons outlined below).
2. OIC which extends the boundaries of the two parks to include the roads.
3. MoTH has to close the roads as public highways.

I spoke with Bob Ferguson of MELP today. We will prepare a combined OIC which does 1 and 2 above.

History: when MoTH assumed these roads many years ago, MELP amended the description of the parks to specifically exclude these roads. Because the parks are wholly located within municipalities, MoTH had to classify the roads as arterial to maintain control over them. If we do 1 above before 2, we will have devolved the roads to the municipalities and lost the ability to close them as public highways (unless we obtain municipal consent).

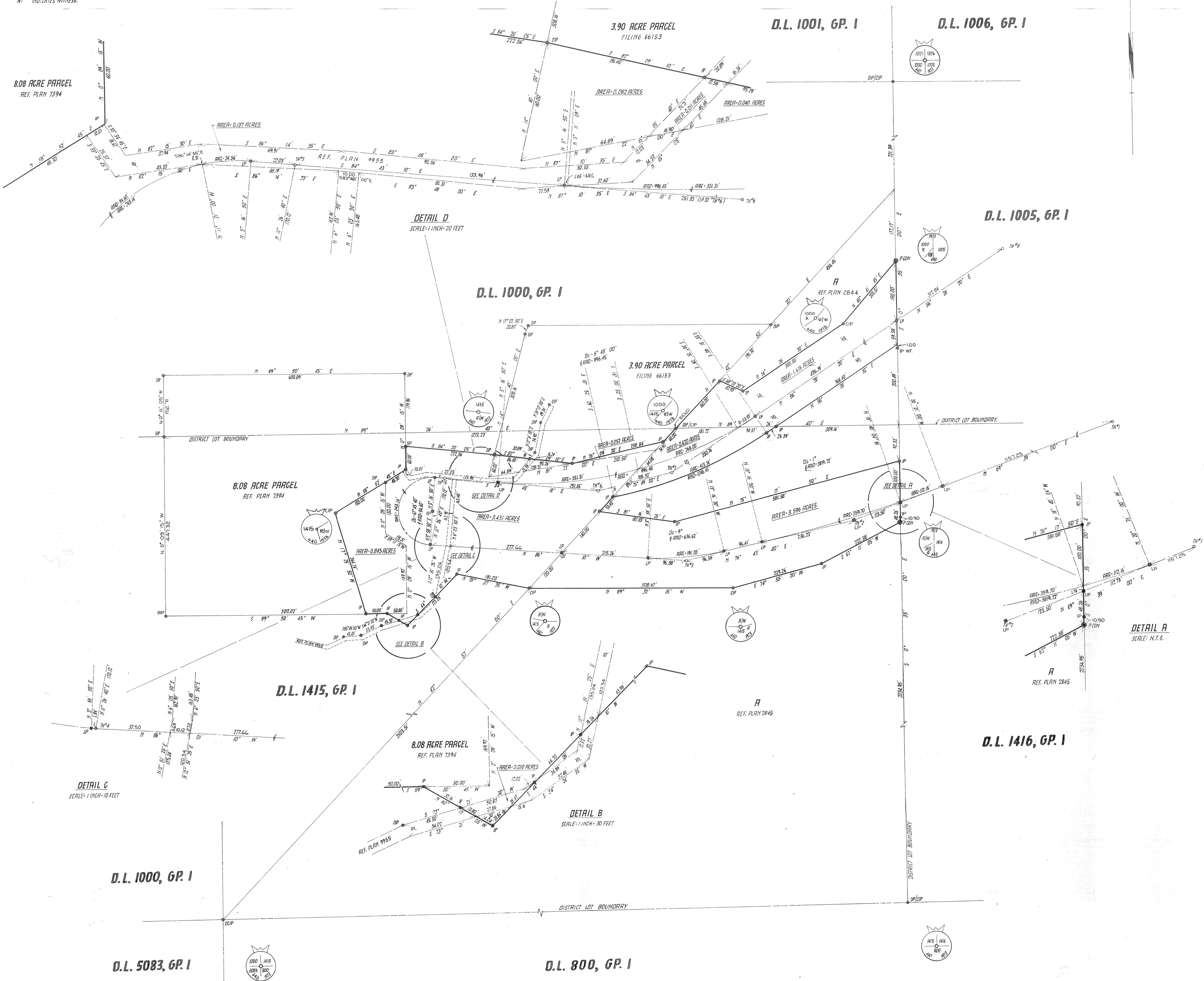
The revised OIC will be ready shortly, and will need to be signed by both the MELP minister and the MoTH minister.



**PLAN OF  
HIGHWAY RIGHT-OF-WAY THROUGH  
PORTIONS OF DISTRICT LOTS 1000 AND 1415, GROUP 1,  
NEW WESTMINSTER DISTRICT.**

SCALE: 1 INCH=100 FEET.

LEGEND:  
BEARINGS ARE PATRONOMIC AND ARE REFERRED TO REFERENCE PLAN 9955.  
CIP INDICATES OLD CHIPPED IRON POST FOUND.  
DIP INDICATES OLD IRON POST FOUND.  
PION INDICATES STANDARD CONCRETE POST SET.  
CIP INDICATES STANDARD CHIPPED IRON POST SET.  
IP INDICATES STANDARD IRON POST SET.  
LP INDICATES STANDARD LEAD PLUG SET.  
TH INDICATES TRAPPOLE HUB.  
RP INDICATES REFERENCE POSE.  
WT INDICATES WITNESS.



TRAVERSE TABLE		
STATION	BEARING	DISTANCE
TRAVERSE HUB #1		
TRAVERSE HUB #2 (L.P.)	S 49° 39' 00" W	1391.48
TRAVERSE HUB #3	S 70° 43' 40" W	479.22
TRAVERSE HUB #4	N 86° 01' 00" W	631.12
TRAVERSE HUB #5	N 11° 26' 40" E	170.12
TRAVERSE HUB #6	S 84° 43' 10" E	365.31
TRAVERSE HUB #7	N 75° 49' 00" E	166.52
TRAVERSE HUB #8	N 56° 28' 20" E	994.79

BOOK OF REFERENCE			
DESCRIPTION	PLAN	AREA	DISTANCE
PARCEL A, DISTRICT LOT 1415, GROUP 1, NEW WESTMINSTER DISTRICT.	REF. PLAN 2845	3.596 ACRES	883.07
		0.620 ACRES	266.00
TOTAL		4.216 ACRES	1151.07
DISTRICT LOT 1415, GROUP 1, NEW WESTMINSTER DISTRICT		3.431 ACRES	1103.74
BRITISH COLUMBIA TELEPHONE RIGHT-OF-WAY.	REF. PLAN 9955	0.010 ACRES	NIL
		0.187 ACRES	NIL
TOTAL		3.578 ACRES	1103.74
8.08 ACRE PARCEL, DISTRICT LOT 1415, GROUP 1, NEW WESTMINSTER DISTRICT	REF. PLAN 7394	0.845 ACRES	NIL
3.9 ACRE PARCEL OF DISTRICT LOT 1000, AND 1415, GROUP 1, NEW WESTMINSTER DISTRICT.	FILING 66153	0.082 ACRES	NIL
		0.040 ACRES	NIL
BRITISH COLUMBIA TELEPHONE RIGHT-OF-WAY.	REF. PLAN 9955	0.011 ACRES	NIL
		0.185 ACRES	NIL
TOTAL		0.185 ACRES	NIL
PARCEL A, DISTRICT LOT 1000, GROUP 1, NEW WESTMINSTER DISTRICT.	REF. PLAN 2844	1.616 ACRES	480.26

**Derkson, Debra TRAN:EX**

**From:** Hegan, Jim D TRAN:EX  
**Sent:** Thursday, November 8, 2012 4:31 PM  
**To:** Schimpf, Graeme TRAN:EX  
**Subject:** Hwy Gazette & OIC Cypress Bowl Road

*Gazetted - 9/12/71*

*File 2744/226902*

*SUPERSEDED BY OIC # 260 (Feb 19/92)*

*199032*

*199016*

PROJECT No. 2353

DRAWING No. RI-43-00

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P:\HQ\HWYS Information & Records\OICs

REGARDS,

*Jim Hegan*

AREA DEVELOPMENT & OPERATIONS TECHNICIAN  
SQUAMISH AREA OFFICE  
PH 604 898-4791  
FX 604 898-4376

WEBSITES:

- MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE  
- PERMITS



## **Derkson, Debra TRAN:EX**

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**From:** Hegan, Jim D TRAN:EX  
**Sent:** Wednesday, October 5, 2011 3:03 PM  
**To:** Schimpf, Graeme TRAN:EX; Morwood, Jesse TRAN:EX  
**Subject:** Cypress Bowl Road at Hollyburn Access Rd - Maintenance Boundaries  
**Attachments:** Cypress Bowl Rd and Hollyburn Access Rd.pdf; Cypress Bowl Rd at Hollyburn Access Rd - Google.pdf

Right of Way for the Cypress Bowl Road ends just before the intersection of the Hollyburn Access Rd (BC Parks & Nordic Site) at the District lot boundary and continues on under section 42 to the end of the MOTI's limit. The Cypress Bowl Rd R/W (S R/W 11978) did expand to include a portion of the Hollyburn (see attached location drawing) and appears to have been built by the Highways at the time of construction however the MOTI does not maintain any side roads beyond Cypress Bowl Road. Cypress Bowl Road is classified as Arterial which is the only reason the MOTI maintains it, otherwise as a public road within the boundaries of the Municipality would be their responsibility unless within a provincial park, then it would be a Park Road, either way it is not MOTI's responsibility and is not in our inventory.

MOTI maintenance limits at an intersection without raised islands would typically be no further than the side road stop sign. The maintenance limits at intersections that include raised islands would be to the back side of the islands (islands would be the responsibility of Hwys). In the case of the Hollyburn Access Road, the intersection is painted as a typical one that includes islands (painted island) though no islands exist likely due to the challenges with winter snow plowing. MOTI's responsibility might be as far as the red dashed line indicated on the attached google photo however would need to be verified by the MOTI's Area Manager.

REGARDS,

*Jim Hegan*

AREA DEVELOPMENT & OPERATIONS TECHNICIAN  
SQUAMISH AREA OFFICE  
PH 604 898-4791  
FX 604 898-4376

**WEBSITES:**

- [MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE](#)  
- [PERMITS](#)

---

**From:** Schimpf, Graeme TRAN:EX  
**Sent:** Tuesday, October 4, 2011 11:09 AM  
**To:** Morwood, Jesse TRAN:EX  
**Cc:** Hegan, Jim D TRAN:EX  
**Subject:** FW: Cypress Bowl Road asphalt patch

Jesse,

Excerpt from email trail below regarding Cypress Bowl Nordic intersection.

"On another note, I was going to contact you as a representative of Cypress Mountain (I am the Evening Operations Manager/Snowmaking Manager) regarding the state of the intersection at the entrance to our Nordic area. The highway ROW extends up the BC park's kiosk in the Nordic area and includes the intersection. The asphalt is in serious need of

patching by the Ministry maintenance contractor. BC Parks have attempted to have this work completed but with no success to date. If you would like to meet for a walkthrough on the Vanoc permit could we also review the intersection in question as it currently unsuitable for park facility users?"

I will let you handle this with Steve.

Graeme Schimpf

A/Senior District Development Technician  
Ministry of Transportation and Infrastructure  
Lower Mainland District, New Westminster  
Ph: (604) 660-8310

---

**From:** Steve Williamson [mailto:swilliamson@creus.ca]  
**Sent:** Monday, October 3, 2011 3:16 PM  
**To:** Schimpf, Graeme TRAN:EX  
**Subject:** RE: Cypress Bowl Road asphalt patch

Hi Graeme,

The testing was to MOT spec and met all Marshall and density properties per Standard Specifications for Highway Construction as indicated on the test reports. No written evaluation is usually conducted by the testing agency as Creus reviews the results to ensure they have been tested to the correct specifications. These specs are noted on the test reports. I would be happy to meet you for a walkthrough if required.

On another note, I was going to contact you as a representative of Cypress Mountain (I am the Evening Operations Manager/Snowmaking Manager) regarding the state of the intersection at the entrance to our Nordic area. The highway ROW extends up the BC park's kiosk in the Nordic area and includes the intersection. The asphalt is in serious need of patching by the Ministry maintenance contractor. BC Parks have attempted to have this work completed but with no success to date. If you would like to meet for a walkthrough on the Vanoc permit could we also review the intersection in question as it currently unsuitable for park facility users?

Thank you for your attention to this matter.

Regards,

Steve Williamson  
Construction Inspector  
Creus Engineering  
Cel: 778 989 2960

---

**From:** Schimpf, Graeme TRAN:EX [mailto:Graeme.Schimpf@gov.bc.ca]  
**Sent:** October-03-11 1:55 PM  
**To:** 'Steve Williamson'  
**Subject:** RE: Cypress Bowl Road asphalt patch

Hi Steve,



Did the testing firm provide an evaluation of the results indicating how these results compare to our standards?

Graeme Schimpf

A/Senior District Development Technician  
Ministry of Transportation and Infrastructure  
Lower Mainland District, New Westminster  
Ph: (604) 660-8310

---

**From:** Hill, Patrick G TRAN:EX  
**Sent:** Tuesday, September 20, 2011 8:42 AM  
**To:** Schimpf, Graeme TRAN:EX  
**Subject:** FW: Cypress Bowl Road asphalt patch

Hi Graeme

A permit Coates worked on. I would have told you to conduct a site visit with Loris or Inder but I don't know if there is anyone left in the office! The photos look good especially in comparison to the surrounding beat-up pavement. You could always flip the test results to Inder to review and drive up to take a look.

Patrick Hill  
Transportation Planner  
Ministry of Transportation & Infrastructure  
South Coast Region  
604.660.8293

---

**From:** Steve Williamson [mailto:swilliamson@creus.ca]  
**Sent:** Monday, September 19, 2011 2:39 PM  
**To:** Hill, Patrick G TRAN:EX  
**Cc:** 'Kevin Healy'; 'george mckay'  
**Subject:** Cypress Bowl Road asphalt patch

Hi Patrick,

The remedial asphalt works are complete at Cypress Mountain as per the BCMOT permit schedule A. Please find attached asphalt test results and pictures for your records. I have attached the permit which was issued to Vanoc. Please note Cypress Mountain performed patches of their own in the parking lots which are included on the same density sheet.

- The Marshall test for 16mm medium class 1 is from the mix which was placed in the patch covered in the permit.
- The Nuclear Density report line items 10 and 11 refer to the patch in the permit
- The Core Report line item 1 refers to the patch in the permit. You will note a core thickness of 72mm which was taken for the top lift once the 50mm milling and final asphalt was placed as per Schedule A.

Please confirm these works meet with BCMOT approval, thank you.

Regards,

Steve Williamson  
Construction Inspector



Copyright

Cypress Bowl Road at Nordic Access Road, West Vancouver

# BC OnLine



BC OnLine Land Title Internet Service  
Provided in co-operation with  
Land Title and Survey Authority

LTSA - DOCUMENT RETRIEVAL		REF# K53641	REQUESTED:2009-08-10 11:29
CLIENT NAME:	MINISTRY OF TRAN - SOUTH COAST		
ADDRESS:	REGION - LMD) 200 1065 COLUMBIA STREET NEW WESTMINSTER BC V3M 6H7		
PICK-UP INSTRUCTIONS:			
USER ID:	s.15,s.17	PLAN# LMP11978	LM Filed RCVD:1998-02-04
ACCOUNT:			
FOLIO			
REMARKS:			

Help Desk Victoria ..... (250) 953-8200  
In B.C. .... 1-800-663-6102  
Administration Office ... (250) 953-8250  
Fax Number ..... (250) 953-8222

Persons who need to rely on a plan for legal purposes must examine the official version at the Land Title Office in which the plan is deposited. However, plans with plan numbers beginning with the letters EPP or EPS are electronic plans which constitute the official version.

Page 021 to/à Page 023

Withheld pursuant to/removed as

s.3

**Derkson, Debra TRAN:EX**

---

**From:** Hegan, Jim TRAN:EX  
**Sent:** Thursday, October 30, 2008 3:39 PM  
**To:** 'Rainer Freigang'  
**Subject:** FW: Cypress Bowl Road access

FYI.....

Regards,

Jim Hegan  
Area Development & Operations Technician  
Squamish Area Office  
ph 604 898-4791  
fx 604 898-4376  
[Jim.Hegan@gov.bc.ca](mailto:Jim.Hegan@gov.bc.ca)

-----Original Message-----

**From:** Cyr, Joanne TRAN:EX  
**Sent:** Thursday, October 30, 2008 2:22 PM  
**To:** Hegan, Jim TRAN:EX  
**Cc:** Hill, Patrick G TRAN:EX  
**Subject:** FW: Cypress Bowl Road access

Hi Jim,

FYI, this is what is happening regarding the barrier placement at the access.

Joanne

Joanne M. Cyr BSc.  
Area Development and Operations Technician Ministry of Transportation and Infrastructure Lower Mainland District

Telephone: 604-660-8305  
Fax: 604-660-8371

-----Original Message-----

**From:** Geoff Croll [<mailto:gcroll@britishproperties.com>]  
**Sent:** Thursday, October 30, 2008 1:13 PM  
**To:** Cyr, Joanne TRAN:EX  
**Cc:** Hill, Patrick G TRAN:EX; Les Martindale; Rich Skapski  
**Subject:** Cypress Bowl Road access

Thanks Joanne:

You have raised a good point and I have copied this e-mail to our field supervisor, Les Martindale 604-866-9884 and engineer, Iain Lowe, 604-739-7707 to have concrete roadside barrier installed as soon as possible.

I would suggest you call Les and meet him on site so if you have any further concerns Les can address them quickly.

Thanks

Geoff

cc: Les Martindale, BPP  
Iain Lowe, InterCAD

> Subject:[Spam][92.9%] Cypress Bowl Road access  
Date:Thu, 30 Oct 2008 09:23:00 -0700  
Linked to:Joanne TRAN:EX Cyr  
From:"Cyr, Joanne TRAN:EX" <[Joanne.Cyr@gov.bc.ca](mailto:Joanne.Cyr@gov.bc.ca)>  
To:Geoff Croll <[gccroll@britishproperties.com](mailto:gccroll@britishproperties.com)>  
Cc:"Hill, Patrick G TRAN:EX" <[Patrick.Hill@gov.bc.ca](mailto:Patrick.Hill@gov.bc.ca)>

Hello Mr. Croll,

I understand that the construction access is nearing completion. I will be visiting the site to have a look early next week. One issue that has been raised by our maintenance contractor is that there is a need for barrier placement from where the access meets the road to the gate on the downslope side of the access. There is a concern that if it is slippery and a motorist enters the access, there is a danger of driving over the edge. Please call or email if you have any questions regarding this. I can also put you in touch with the maintenance contractor if he can be of help.

Regards,

Joanne

Joanne M. Cyr BSc.

Area Development and Operations Technician Ministry of Transportation and Infrastructure Lower Mainland District  
Suite 200, 1065 Columbia Street New Westminster, BC V3M 6H7

Telephone: 604-660-8305

Fax: 604-660-8371 <



**Derkson, Debra TRAN:EX**

---

**From:** Hegan, Jim TRAN:EX  
**Sent:** Thursday, May 22, 2008 11:59 AM  
**To:** Coates, Patrick TRAN:EX  
**Cc:** Atkins, Brian L TRAN:EX; Symington, Jim TRAN:EX; Hill, Patrick G TRAN:EX  
**Subject:** RE: Cypress Bowl Tender Document with City of Surrey Figure

Patrick,

I don't have the time to review the documents in detail however I've listed some items for consideration, some that you and Jim may have already identified. Please add to the list if there is anything that I may have overlooked.

- Ditch capacity should not be reduced regardless of water volumes as it also serves as snow storage
- Their controlled drainage system entering in to our system should not increase maintenance responsibilities on our part. i.e.; ditch stabilization and routine ditching activities (rock lining, etc), increased capacity (existing CMP re-sizing, etc), etc.. I assume their drainage study will identify those details.
- Any slope stabilization design/construction is not to reduce sight distance on the inside of the curve
- Rock stacked walls - MOT Geotech to comment
- No width reduction to Hwy shoulder or steepening to shoulder slope
- Review pavement condition from previous works. There is likely surface damage for construction equipment. Also paint line condition.
- Review all inventory within the effected area to ensure that all has been restored. i.e.; signs, culverts, etc.. RIMS inventory report provided.
- This section of road is 3 lanes, 2 NB and contractor can utilize 1 lane with adequate traffic control. Could be time limits and noise constraints.
- All works to be completed before the fall rainy season

On another related note, we should review the permit status of access. Not sure if it meets standards and might require restrictions, improved signage, sight distance improvements, etc.. I conducted a DAS search for 04 & 06 for DL 889 and came up with nothing. This location was once a quarry site for the construction of the Cypress Bowl Road (mid 70's) and abandoned after construction, later taken over by BC Parks as a view point park. I believe Shawna may have imitated some research on this issue and could be something in the file.

Regards,

***Jim Hegan***

Area Development & Operations Technician  
Squamish Area Office  
ph 604 898-4791  
fx 604 898-4376  
*Jim.Hegan@gov.bc.ca*

---

**From:** Coates, Patrick TRAN:EX  
**Sent:** Tuesday, May 20, 2008 12:01 PM  
**To:** Symington, Jim TRAN:EX; Hayden, Bruce TRAN:EX; Goddard, Sharon TRAN:EX  
**Cc:** Atkins, Brian L TRAN:EX; Hill, Patrick G TRAN:EX; Kuhnke, Jillian TRAN:EX; Hegan, Jim TRAN:EX; Braacx, Andy TRAN:EX

**Subject:** Cypress Bowl Tender Document with City of Surrey Figure  
**Importance:** High

Hello All,

Graham Lorimer of MOE has submitted a preliminary Cypress Bowl Slope Remediation Works draft tender package for our review in advance of the site meeting on Monday. This document will be subject to revision once designs have been finalized however preliminary comments are welcome and will be discussed at our meeting.

Patrick Coates  
Area Development & Operations Technician

Ministry of Transportation  
Lower Mainland District- Howe Sound  
Mailing Address: 200-1065 Columbia Street  
New Westminster, BC V3M 6H7  
Tel: (604) 660-8302  
Fax: (604) 660-8371  
Patrick.Coates@gov.bc.ca

---

**From:** Lorimer, Graham ENV:EX  
**Sent:** Friday, May 16, 2008 1:24 PM  
**To:** Syroishko, Larry ENV:EX; Coates, Patrick TRAN:EX  
**Subject:** FW: Cypress Bowl Tender Document with City of Surrey Figure  
**Importance:** High

For your review and comment.

Patrick:

Appreciate if MoT staff could review the tender document to ensure that your Ministry's needs are covered.

Thanks

***Graham Lorimer***

Recreation Section Head  
*Environmental Stewardship Division*  
1610 Mount Seymour Road      Office: (604) 924-2228  
North Vancouver, BC      Fax: (604) 924-2244  
V7G 2R9      Cell: (604) 970-9860

 Please consider our environment before printing this email.

---

**From:** Butler, Richard [mailto:Richard\_Butler@golder.com]  
**Sent:** Wednesday, May 14, 2008 5:12 PM  
**To:** Lorimer, Graham ENV:EX  
**Cc:** Lam, Keith  
**Subject:** FW: Cypress Bowl Tender Document with City of Surrey Figure  
**Importance:** High

Graham: Attached for your review and comment is a draft of the proposed contract documents and drawings for the Rotary Park slope improvement.

Please note that we have not included dates for the Bidders site visit, or the dates for Tender submission, award of contract, start and completion of the Work as that is subject to your review and input from MoTH. As requested, we have included in the Special Requirements a modification that allows the contractors to provide letters of credit or certified cheques rather than the bid bonds which are the standard requirements in the CCDC documents.

We have also stated that work hours are limited to 7 a.m. - 8 p.m. M-F, 8 - 7 on Saturday and no work on Sundays or holidays. Please advise if these hours are acceptable.

In addition, under Item 5.6 of the technical specifications, we have stated that the contractor can place or re-use suitable (i.e. reasonably dry, clean mineral soil which is compactible) excavation spoil on site, possibly by adding to the existing stockpile. Such extra material may be generated during shaping and grading to develop the ditches and sediment pond. Otherwise, there may be relatively significant added costs for offsite disposal of such material.

We trust that this information is sufficient for your immediate requirements. Please call if you have questions or need additional clarification of the information. Dick

---

**Richard Butler, P. Eng.** | Principal | **Golder Associates Ltd.**

500 - 4260 Still Creek Drive, Burnaby, British Columbia, Canada V5C 6C6

T: [+1] (604) 296 4200 | D: [+1] (604) 296 4240 | F: [+1] (604) 298 5253 | E: [rbutler@golder.com](mailto:rbutler@golder.com) | [www.golder.com](http://www.golder.com)

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---

**From:** Lam, Keith

**Sent:** Wednesday, May 14, 2008 4:59 PM

**To:** Butler, Richard

**Subject:** Cypress Bowl Tender Document with City of Surrey Figure

Sorry, Dick. I forgot to attach the City of Surrey drawing into the tender package. The revised PDF is attached herein, and please disregard my previous e-mail.

Thanks,

---

**Keith C. K. Lam (B.A.Sc., M.A.Sc.)** | Engineering-in-Training | **Golder Associates Ltd.**

500 - 4260 Still Creek Drive, Burnaby, British Columbia, Canada V5C 6C6

T: [+1] (604) 296 4200 | D: [+1] (604) 296 4265 | F: [+1] (604) 298 5253 | E: [Keith\\_Lam@golder.com](mailto:Keith_Lam@golder.com) | [www.golder.com](http://www.golder.com)

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## **Derkson, Debra TRAN:EX**

---

**From:** Coates, Patrick TRAN:EX  
**Sent:** Tuesday, May 13, 2008 4:11 PM  
**To:** Symington, Jim TRAN:EX  
**Cc:** Atkins, Brian L TRAN:EX; Hegan, Jim TRAN:EX; Kuhnke, Jillian TRAN:EX; Goddard, Sharon TRAN:EX  
**Subject:** Cypress Bowl Remediation Works

Jim,

Please find comments noted below from Bruce Hayden and Andy Braax over at Region, re: Cypress Bowl Slope Remediation works. Not sure if a rep from Mainroad should invited to our meeting on May 26th? Perhaps an item for discussion next Wednesday.

Patrick Coates  
Area Development & Operations Technician

Ministry of Transportation  
Lower Mainland District- Howe Sound  
Mailing Address: 200-1065 Columbia Street  
New Westminster, BC V3M 6H7  
Tel: (604) 660-8302  
Fax: (604) 660-8371  
Patrick.Coates@gov.bc.ca

---

**From:** Hayden, Bruce TRAN:EX  
**Sent:** Monday, May 12, 2008 11:53 AM  
**To:** Coates, Patrick TRAN:EX  
**Cc:** Braacx, Andy TRAN:EX  
**Subject:** RE: Cypress Bowl Remediation Works Referral of Materials

Hi Patrick,

Andy and I looked at the sections. Our comments are that the ditch bottom should be as low or lower than the existing ditch. The as-built typical sections for the Cypress Bowl access show a flat bottom ditch with 2.5 foot depth (from pavement surface) and a 2 foot bottom width. The slope from the roadway is 2H:1V and the cut slope on the far side is at 1.5H:1V. This typical section was for the roadworks farther up the mountain. If you can find the typical sections for this section of the road that would be good to have on hand for the site meeting.

Along with the dimensions of the proposed ditch are other issues that include the snow storage capacity and the maintenance aspects (i.e. ditch cleaning).

**F. Bruce Hayden, P.Eng.**  
Geotechnical Liaison Engineer  
BC Ministry of Transportation  
7818 Sixth Street  
Burnaby, BC V3N 4N8  
Phone (604) 660-8058  
Fax (604) 660-8817

---

**From:** Coates, Patrick TRAN:EX  
**Sent:** Thursday, May 8, 2008 8:42 AM  
**To:** Hayden, Bruce TRAN:EX  
**Cc:** Gerraghty, David E TRAN:EX  
**Subject:** Cypress Bowl Remediation Works Referral of Materials  
**Importance:** High

Good Morning Bruce,

As was discussed your comments on these initial materials would be appreciated, also please let me know if you would be interested in being part of a walk through. I will be organizing a site tour shortly with Graham and wanted to extend the invitation.

Patrick Coates  
Area Development & Operations Technician

Ministry of Transportation  
Lower Mainland District- Howe Sound  
Mailing Address: 200-1065 Columbia Street  
New Westminster, BC V3M 6H7  
Tel: (604) 660-8302  
Fax: (604) 660-8371  
Patrick.Coates@gov.bc.ca

---

**From:** Lorimer, Graham ENV:EX  
**Sent:** Wednesday, May 7, 2008 10:16 AM  
**To:** Coates, Patrick TRAN:EX; Hayden, Bruce TRAN:EX; Syroishko, Larry ENV:EX  
**Cc:** Butler, Richard  
**Subject:** FW: PDFs 08-1411-0029  
**Importance:** High

Attached please find draft drawings forwarded by Golder Associates Ltd. for the stabilization works to be completed at the Cypress Access Road Quarry Corner. Richard Butler said that the specifications are being finalized and Golder will be forwarding them for review very shortly.

Appreciate if you could forward your comments to both Richard and myself. I will be out of the office for a week in the middle of this month and want to ensure that the project moves forward smoothly.

Thank you for agreeing to turn around the review in a timely manner. We would like to tender the works promptly to allow the new vegetation to take advantage of the Spring growing season.

***Graham Lorimer***

Recreation Section Head  
*Environmental Stewardship Division*  
1610 Mount Seymour Road      Office: (604) 924-2228  
North Vancouver, BC      Fax: (604) 924-2244  
V7G 2R9      Cell: (604) 970-9860



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---

**From:** Butler, Richard [mailto:Richard\_Butler@golder.com]  
**Sent:** Tuesday, May 6, 2008 3:36 PM

**To:** Lorimer, Graham ENV:EX  
**Subject:** FW: PDFs 08-1411-0029  
**Importance:** High

Graham: Please find attached a draft set of the drawings illustrating the proposed slope and drainage treatment for your review and comment. I understand that you will also forward these drawings to MoTH for their review. Please do not hesitate to call if you have any questions concerning the plans or proposed treatment measures. Dick

---

**Richard Butler, P. Eng.** | Principal | **Golder Associates Ltd.**  
500 - 4260 Still Creek Drive, Burnaby, British Columbia, Canada V5C 6C6  
T: [+1] (604) 296 4200 | D: [+1] (604) 296 4240 | F:

[rbutler@golder.com](mailto:rbutler@golder.com) | [www.golder.com](http://www.golder.com)

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---

**From:** Reddy, Shanil  
**Sent:** Tuesday, May 06, 2008 3:31 PM  
**To:** Butler, Richard  
**Subject:** PDFs 08-1411-0029

Please find attached PDFs

---

**Shanil Reddy** | Draftsperson | **Golder Associates Ltd.**  
500 - 4260 Still Creek Drive, Burnaby, British Columbia, Canada V5C 6C6  
T: [+1] (604) 296 4200 | D: [+1] (604) 2964269 | F: [+1] (604) 298 5253 | E: [Shanil.Reddy@golder.com](mailto:Shanil.Reddy@golder.com) |  
[www.golder.com](http://www.golder.com)

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**Derkson, Debra TRAN:EX**

---

**From:** Hegan, Jim TRAN:EX  
**Sent:** Monday, May 12, 2008 12:23 PM  
**To:** Coates, Patrick TRAN:EX  
**Subject:** RE: Call from MLA: Cypress Bowl Rotary Park

Patrick,

Check the pigeon holes in the plan storage room for SRW pl 5105 (I seem to recall a section on Cypress drawings, on the right, upper cabinet) and also info in the old Howe Sound District lot files under DL 1253.

Regards,

Jim Hegan  
Area Development & Operations Technician  
Squamish Area Office  
ph 604 898-4791  
fx 604 898-4376  
Jim.Hegan@gov.bc.ca

-----Original Message-----

**From:** Coates, Patrick TRAN:EX  
**Sent:** Monday, May 12, 2008 12:09 PM  
**To:** Hegan, Jim TRAN:EX  
**Subject:** RE: Call from MLA: Cypress Bowl Rotary Park

Jim,

Drawing 05031837 indicates a proposed ROW at Quarry lookout, are you aware if this is in fact what has been established?

Patrick Coates  
Area Development & Operations Technician

Ministry of Transportation  
Lower Mainland District- Howe Sound  
Mailing Address: 200-1065 Columbia Street New Westminster, BC V3M 6H7  
Tel: (604) 660-8302  
Fax: (604) 660-8371  
Patrick.Coates@gov.bc.ca

-----Original Message-----

**From:** Hegan, Jim TRAN:EX  
**Sent:** Monday, May 12, 2008 11:04 AM  
**To:** Coates, Patrick TRAN:EX



Subject: FW: Call from MLA: Cypress Bowl Rotary Park

Let me know if you need any more info.....

-----Original Message-----

From: Hegan, Jim TRAN:EX

Sent: Wednesday, June 20, 2007 10:15 AM

To: Atkins, Brian L TRAN:EX; Walker, Max D TRAN:EX; Gazdik, Tony R TRAN:EX; Lukawesky, Ken W TRAN:EX; Moore, Jeffrey TRAN:EX; Heming, Shawna TRAN:EX; Grunberg, Brad J TRAN:EX; Edmunds, Kurt D TRAN:EX; Symington, Jim TRAN:EX

Subject: RE: Call from MLA: Cypress Bowl Rotary Park

I'm assuming the property is located on the inside of the 3rd switchback and referred to in the past as 'Quarry Lookout'. The quarry is located just below the Park boundary however not within SR/W plan 5105, Cypress Bowl road. There is an old notation (my hand writing) on one of the attachments that may help with research. District Lot Files - DL 1253. Full movement access could be an issue at this location.

Regards,

Jim Hegan

Area Development & Operations Technician

Squamish Area Office

ph 604 898-4791

fx 604 898-4376

Jim.Hegan@gov.bc.ca

-----Original Message-----

From: Atkins, Brian L TRAN:EX

Sent: Wednesday, June 20, 2007 9:35 AM

To: Walker, Max D TRAN:EX; Gazdik, Tony R TRAN:EX; Lukawesky, Ken W TRAN:EX; Moore, Jeffrey TRAN:EX; Heming, Shawna TRAN:EX; Grunberg, Brad J TRAN:EX; Edmunds, Kurt D TRAN:EX; Hegan, Jim TRAN:EX

Subject: Re: Call from MLA: Cypress Bowl Rotary Park

I have never heard anything on this issue.

Brian L. Atkins

Manager, Operations

Lower Mainland District, Ministry of Transportation

Phone: 604-660-9217

Cell: 778-808-2604

Fax: 604-660-8371

Sent from my BlackBerry Wireless Handheld

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----- Original Message -----

From: Walker, Max D TRAN:EX

To: Gazdik, Tony R TRAN:EX; Lukawesky, Ken W TRAN:EX; Moore, Jeffrey TRAN:EX; Heming, Shawna TRAN:EX; Atkins, Brian L TRAN:EX; Grunberg, Brad J TRAN:EX; Edmunds, Kurt D TRAN:EX

Sent: Wed Jun 20 08:13:56 2007

Subject: Re: Call from MLA: Cypress Bowl Rotary Park

I don't recall this issue.

Does anyone else?

Max

----- Original Message -----

From: Gazdik, Tony R TRAN:EX

To: Walker, Max D TRAN:EX; Lukawesky, Ken W TRAN:EX

Sent: Wed Jun 20 08:06:11 2007

Subject: FW: Call from MLA: Cypress Bowl Rotary Park

Gents, are you familiar with this issue? Ever heard of it?

Thanks

Tony

---

From: Cooper, Tracy J TRAN:EX

Sent: Tuesday, June 19, 2007 5:45 PM

To: Gazdik, Tony R TRAN:EX

Subject:FW: Call from MLA: Cypress Bowl Rotary Park

Tony I know nothing of this request. Would you please bring me a map and lets discuss asap. Thanks Tracy

---

From: Friend, Dianne J TRAN:EX

Sent: Tue, June 19, 2007 2:58 PM

To: Cooper, Tracy J TRAN:EX

Subject:FW: Call from MLA: Cypress Bowl Rotary Park

Tracy: I had a further call from MLA's office requesting status of this request. Please call MLA's office at 604 981-0045 or let me know if you want me to make enquiries with Properties Division.

Tks.

Di

Tracy: I had a cal from MLA Joan McIntyre's office (North Vancouver) this morning inquiring:

A) The property (which is a gravel pit of 13.86 acres plus 5.86 acres of land below the gravel pit) was to have been MoT to gazetted parks. Evidently it has not been done.

I just spoke to Willy and he said we only gazette to close off road. We cannot gazette titled land.

B) Someone wants to lease or purchase the land from us for horse stables

C) The future lessee is asking if the property will be used for parking for the Olympics

MLA's office said you were very familiar with this subject. Should you wish to call them. call Mary Jane at 981-0045. Or there is an e.mail address at SMTP:Judi.Fee@leg.bc.ca

If you want me to make further enquiries just let me know.

Tks.

Di

**Derkson, Debra TRAN:EX**

---

**From:** Atkins, Brian L TRAN:EX  
**Sent:** Tuesday, January 15, 2008 12:37 PM  
**To:** Symington, Jim TRAN:EX  
**Cc:** Hegan, Jim TRAN:EX  
**Subject:** FW: Cypress Mountain Road Questions.

Jim,

Can you provide the answers to Joyce with a cc to me.

Thank you,

**Brian L. Atkins**  
Manager, Operations  
Lower Mainland District, Ministry of Transportation  
Phone: 604-660-9217  
Cell: 778-808-2604  
Fax: 604-660-8371

---

**From:** Chang, Joyce TRAN:EX  
**Sent:** Tuesday, January 15, 2008 10:27 AM  
**To:** Atkins, Brian L TRAN:EX  
**Subject:** FW: Cypress Mountain Road Questions.

Brian, can you provide info to questions below re: Cypress for our current standard. Thanks.

---

**From:** Joyce Chang [[mailto:Joyce\\_Chang@vancouver2010.com](mailto:Joyce_Chang@vancouver2010.com)]  
**Sent:** Tuesday, January 15, 2008 9:42 AM  
**To:** Chang, Joyce TRAN:EX  
**Subject:** FW: Cypress Mountain Road Questions.

---

**From:** Elizabeth Vieweg  
**Sent:** Monday, January 07, 2008 2:20 PM  
**To:** Joyce Chang  
**Subject:** Cypress Mountain Road Questions.

Good Afternoon Joyce

I was hoping we could sit down for about half and hour when you are in next to discuss the following queries:

1. Ploughing details for Cypress Mountain Road (service levels)
2. Ploughing details for scenic overlooks (or bus turnarounds for us)
3. Removal of ploughed snow from shoulders of road – frequency etc.

Looking forward to your reply – thanks Joyce!

Liz

Elizabeth Vieweg

Regional Manager, Venue Transportation - Vancouver Area Venues

**VANOC - Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games**

COVAN - Comité d'organisation des Jeux olympiques et paralympiques d'hiver de 2010 à Vancouver

3585 Graveley St. / 3585 rue Graveley

Vancouver, BC (C.B.) V5K 5J5

Tel: (778) 328-6368 Fax: (778) 328-2011

E-mail: [elizabeth\\_vieweg@vancouver2010.com](mailto:elizabeth_vieweg@vancouver2010.com)

[www.vancouver2010.com](http://www.vancouver2010.com)

**Derkson, Debra TRAN:EX**

---

**From:** Hegan, Jim TRAN:EX  
**Sent:** Tuesday, October 9, 2007 3:58 PM  
**To:** Heming, Shawna TRAN:EX  
**Subject:** FW: Call from MLA: Cypress Bowl Rotary Park  
**Attachments:** 05031828.PDF; 05031837.PDF

Regards,

Jim Hegan  
Area Development & Operations Technician  
Squamish Area Office  
ph 604 898-4791  
fx 604 898-4376  
[Jim.Hegan@gov.bc.ca](mailto:Jim.Hegan@gov.bc.ca)

-----Original Message-----

From: Hegan, Jim TRAN:EX  
Sent: Wednesday, June 20, 2007 10:15 AM  
To: Atkins, Brian L TRAN:EX; Walker, Max D TRAN:EX; Gazdik, Tony R TRAN:EX; Lukawesky, Ken W TRAN:EX; Moore, Jeffrey TRAN:EX; Heming, Shawna TRAN:EX; Grunberg, Brad J TRAN:EX; Edmunds, Kurt D TRAN:EX; Symington, Jim TRAN:EX  
Subject: RE: Call from MLA: Cypress Bowl Rotary Park

I'm assuming the property is located on the inside of the 3rd switchback and referred to in the past as 'Quarry Lookout'. The quarry is located just below the Park boundary however not within SR/W plan 5105, Cypress Bowl road. There is an old notation (my hand writing) on one of the attachments that may help with research. District Lot Files - DL 1253. Full movement access could be an issue at this location.

Regards,

Jim Hegan  
Area Development & Operations Technician  
Squamish Area Office  
ph 604 898-4791  
fx 604 898-4376  
[Jim.Hegan@gov.bc.ca](mailto:Jim.Hegan@gov.bc.ca)

-----Original Message-----

From: Atkins, Brian L TRAN:EX  
Sent: Wednesday, June 20, 2007 9:35 AM

To: Walker, Max D TRAN:EX; Gazdik, Tony R TRAN:EX; Lukawesky, Ken W TRAN:EX; Moore, Jeffrey TRAN:EX; Heming, Shawna TRAN:EX; Grunberg, Brad J TRAN:EX; Edmunds, Kurt D TRAN:EX; Hegan, Jim TRAN:EX  
Subject: Re: Call from MLA: Cypress Bowl Rotary Park

I have never heard anything on this issue.

Brian L. Atkins  
Manager, Operations  
Lower Mainland District, Ministry of Transportation  
Phone: 604-660-9217  
Cell: 778-808-2604  
Fax: 604-660-8371

Sent from my BlackBerry Wireless Handheld

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----- Original Message -----

From: Walker, Max D TRAN:EX  
To: Gazdik, Tony R TRAN:EX; Lukawesky, Ken W TRAN:EX; Moore, Jeffrey TRAN:EX; Heming, Shawna TRAN:EX; Atkins, Brian L TRAN:EX; Grunberg, Brad J TRAN:EX; Edmunds, Kurt D TRAN:EX  
Sent: Wed Jun 20 08:13:56 2007  
Subject: Re: Call from MLA: Cypress Bowl Rotary Park

I don't recall this issue.  
Does anyone else?  
Max

----- Original Message -----

From: Gazdik, Tony R TRAN:EX  
To: Walker, Max D TRAN:EX; Lukawesky, Ken W TRAN:EX  
Sent: Wed Jun 20 08:06:11 2007  
Subject: FW: Call from MLA: Cypress Bowl Rotary Park

Gents, are you familiar with this issue? Ever heard of it?

Thanks

Tony

---

From: Cooper, Tracy J TRAN:EX  
Sent: Tuesday, June 19, 2007 5:45 PM  
To: Gazdik, Tony R TRAN:EX  
Subject: FW: Call from MLA: Cypress Bowl Rotary Park

Tony I know nothing of this request. Would you please bring me a map and lets discuss asap. Thanks Tracy

---

From: Friend, Dianne J TRAN:EX  
Sent: Tue, June 19, 2007 2:58 PM  
To: Cooper, Tracy J TRAN:EX  
Subject:FW: Call from MLA: Cypress Bowl Rotary Park

Tracy: I had a further call from MLA's office requesting status of this request. Please call MLA's office at 604 981-0045 or let me know if you want me to make enquiries with Properties Division.

Tks.  
Di

Tracy: I had a cal from MLA Joan McIntyre's office (North Vancouver) this morning inquiring:

A) The property (which is a gravel pit of 13.86 acres plus 5.86 acres of land below the gravel pit) was to have been MoT to gazetted parks. Evidently it has not been done.

I just spoke to Willy and he said we only gazette to close off road. We cannot gazette titled land.

B) Someone wants to lease or purchase the land from us for horse stables

C) The future lessee is asking if the property will be used for parking for the Olympics

MLA's office said you were very familiar with this subject. Should you wish to call them. call Mary Jane at 981-0045. Or there is an e.mail address at SMTP:Judi.Fee@leg.bc.ca

If you want me to make further enquiries just let me know.

Tks.  
Di



D.L. 889

NOTE: FOR R/W SEE  
PLAN LMT 5105  
(IN DL FILE 1253)

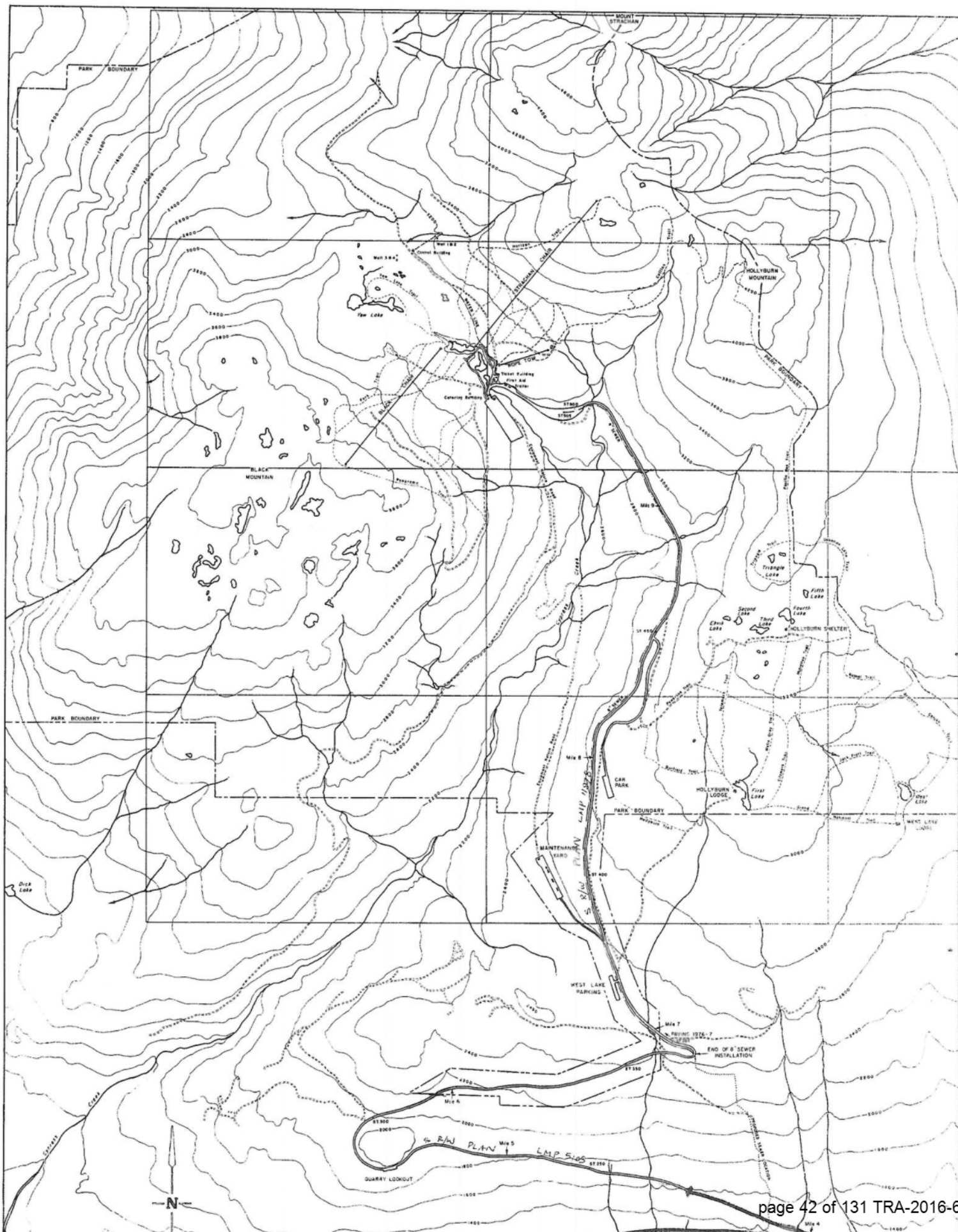
REF  
PLAN  
10876

B. C. HYDRO R/W

REF. PLAN 3956

END OF PROJECT 2353  
START OF PROJECT 2360

Neg. 614



## **Derkson, Debra TRAN:EX**

---

**From:** Hegan, Jim TRAN:EX  
**Sent:** Tuesday, June 12, 2007 10:06 AM  
**To:** Heming, Shawna TRAN:EX  
**Subject:** Cypress Bowl Road

Shawna,

I've copied the scanned Cypress Bowl Road drawing to the local drive at Lower Mainland\Devapps\Howe Sound\Cypress Mnt.

The legal's start at Hwy 1 and are ID'd as:

- HP 169
- S R/W LMP 12499
- S R/W LMP 5105
- S R/W LMP 11978 (within Prov Park)

The applicant can acquire those drawings at the Lands Title Office. Also, this application should be referred to Parks as they are very sensitive of their territory. Could also be some operational issues i.e., clear zones, snow plowing, etc.. There could also be green space preservationists out there that may object. UG may be the way to go?!

Regards,

***Jim Hegan***

Area Development & Operations Technician  
Squamish Area Office  
ph 604 898-4791  
fx 604 898-4376  
[Jim.Hegan@gov.bc.ca](mailto:Jim.Hegan@gov.bc.ca)



This Amending Agreement, IS MADE 3<sup>rd</sup> DAY OF March, 2004

BETWEEN: **HER MAJESTY THE QUEEN** IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA REPRESENTED BY  
THE MINISTER OF TRANSPORTATION

Address #200-1065 Columbia Street, New Westminster, BC

V3M 6H7

Postal Code

(hereinafter called the "Province") OF THE FIRST PART

AND:

CYPRESS BOWL RECREATIONS LIMITED PARTNERSHIP

Address PO BOX 91252, West Vancouver, BC

V7V 3N9

Postal Code

(hereinafter called the "Contractor") OF THE SECOND PART

**WITNESS THAT WHEREAS**

A. the parties entered into an Agreement dated the 13th of September, 1984 for:

Certain snow clearing services to be performed in the vicinity of Cypress Park by the Contractor

(hereinafter called the "Agreement")

B. and whereas the parties have agreed to amend the agreement:

**NOW THEREFORE** in consideration of the covenants and agreements herein contained, the parties agree as follows:

(1) That the Agreement shall be amended as follows:

Items 1, 2, 3, 4, 5 and 6 of the Second Modification agreement, dated 27<sup>th</sup> day of February, 1988 are hereby deleted and replaced with the following:

1. The Province agrees to pay the Contractor an annual base amount of \$510,000 commencing April 1, 2004. Payments will be made monthly, at the end of every month

2. The base amount of \$510,000 will be adjusted once annually, commencing April 1, 2005, by the amount of the increase in the Statistics Canada Consumer Price Index for Vancouver in the previous year. The request for adjustment will be submitted by the Contractor to the Province in writing, providing proof of the Price Index increase, as soon as it is published by Statistics Canada (January of every year).

(2) This amendment shall be effective March 15<sup>th</sup>, 2004

That in all other respects, the terms and conditions of the said Agreement are hereby ratified and confirmed.

THE PARTIES ARE DEEMED TO HAVE EXECUTED THIS AMENDING AGREEMENT THE DAY AND YEAR FIRST ABOVE WRITTEN

▼ AFFIX CORPORATE SEAL HERE ▼

Mareen Collins

WITNESS AS TO THE CONTRACTOR'S SIGNATURE

[Signature]

WITNESS AS TO THE MINISTRY SIGNATURE

[Signature]

SIGNATURE OF CONTRACTOR

[Signature]

SIGNATURE OF DELEGATED MINISTRY AUTHORITY

DISTRIBUTION: ORIGINAL AND ONE COPY - ACCOUNTS PAYABLE; COPY TO CONTRACTOR; COPY TO CONTRACT FILE

THIS MODIFICATION AGREEMENT dated for reference the 27 day of  
FEBRUARY, 1997 *N.K.*

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH  
COLUMBIA, represented by the Minister of Transportation and Highways,  
Parliament Buildings, Victoria, British Columbia, V8V 1X4

(herein called the "Province")

OF THE FIRST PART

AND:

CYPRESS BOWL RECREATIONS LIMITED PARTNERSHIP

(herein called the "Contractor")

OF THE SECOND PART

WITNESSES THAT WHEREAS:

- A. The Contractor and Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Lands, Parks and Housing entered into a Road Clearing Contract dated September 13, 1984, concerning certain snow clearing services to be performed by the Contractor in the vicinity of Cypress Park.
- B. The Contractor and the Province as represented by the Minister of Environment and Parks entered into a modification agreement dated for reference November 5, 1986, (herein called the "First Modification Agreement"), which amended the Road Clearing Contract as therein described;
- C. The administration and control of the road which is the subject of the Road Clearing Contract as amended was transferred from the Ministry of Lands and Parks to the Ministry of Transportation and Highways pursuant to a Memorandum of Understanding which was executed by the Ministry of Transportation and Highways on August 26, 1991.
- D. The Contractor and the Province as represented by the Minister of Transportation and Highways have agreed to amend the Road Clearing Contract in the manner hereinafter set forth;

NOW THEREFORE in consideration of the covenants, terms and agreements hereinafter set forth and for valuable consideration now paid by the Contractor to the Province, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 14.01 of the Road Clearing Contract, as amended in the First Modification Agreement, is deleted and the following sections are inserted in place thereof:

"14.01 In sections 14 01 and 14 07 inclusive of this agreement:

"Base Amount" means for each Year of each Cost Period an amount equal to \$157,608.00 multiplied by a fraction, the numerator of which is the C.P.I. as of October, 1988 and the denominator of which is the C.P.I. as of October, 1985;

"Abbreviated Year" means November 1, 1997, to June 30, 1998;

"Annual Guarantee" means for any particular Year of the term of this agreement an amount equal to the greater of the Base Amount or the Average Annual Cost in effect for that particular year, except, for the Abbreviated Year, an amount equal to an eight month prorated amount of the Average Annual cost in effect for that year;

"Actual Costs" means the costs and expenses, calculated in a manner consistent with Schedule "C", incurred by the Contractor to perform that portion of the Services described in paragraph 1 of Schedule "A" and attributable to the performance of the Service, under generally accepted accounting principles and without limiting the generality of the foregoing includes the following:

- (a) equipment depreciation as computed in accordance with Schedule "C" and Schedule "E";
- (b) equipment maintenance;
- (c) labour;
- (d) fuel;
- (e) administration costs calculated as 12% of the Actual Costs for the applicable Year; and
- (f) operating costs calculated in accordance with GAAP;

"Average Annual Cost" means

- (a) for each year of the November 1, 1989 to October 31, 1992 portion of the Cost Period, an amount equal to one-third of the sum of the Actual Costs incurred during the period from November 1, 1986 to October 31, 1989;
- (b) for each year of the November 1, 1992 to October 31, 1995 portion of the Cost Period, an amount equal to one-third of the Actual Costs incurred during the period November 1, 1989, to October 31, 1992;

(c) for each year of the November 1, 1995 to October 31, 1997 portion of the Cost Period, an amount equal to one-third of the Actual Costs incurred during the period November 1, 1992 to October 31, 1995;

(d) for the Abbreviated Year the Average Cost shall be prorated;

(e) for each year of the July 1, 1998 to June 30, 2001 portion of the Cost Period, the sum of \$327,101 (the Average Annual Cost in effect for the previous year);

(f) for each year of the July 1, 2001 to June 30, 2004 portion of the Cost Period, an amount equal to one third of the Actual Costs incurred during the period July 1, 1998 to June 30, 2001; and

(g) for each Year of the succeeding portion of the Cost Period, an amount equal to one-third of the Actual Costs incurred during the immediately preceding three-year period.

"Contract Price" means all monies payable to the Contractor for performance of the Services;

"Cost Period" means each of

- (a) the period from November 1, 1989 to October 31, 1992;
- (b) the period from November 1, 1992 to October 31, 1995;
- (c) the period from November 1, 1995 to October 31, 1998;
- (d) the period from July 1, 1998 to June 30, 2001; and
- (e) each successive period of three Years, commencing on July 1 and ending on June 30, three years later;

"C.P.I." means the consumer price index for the greater Vancouver area as published from time to time by the government of Canada;

"Year" means a 12 month period of the term and:

- (a) for each Year until the year ending October 31, 1997, a Year will begin on the first day of November of any calendar year and end on the 31st day of October of the next calendar year; and
- (b) for each Year commencing on or after July 1, 1998, a Year will begin on the 1st day of July of any calendar year and end on the 30th day of June of the next calendar year; and

2. Section 14 02(c) and (d) of the Road Clearing Contract, as amended in the First Modification Agreement, are deleted and the following sections are inserted in place thereof:



(c) during the Year commencing November 1, 1989 and each subsequent Year of the term of this agreement, excluding the Abbreviated Year:

(i) an annual sum equal to the Annual Guarantee in effect for that Year, plus

(ii) the amount, if any, by which the Actual Costs incurred during that Year exceeds the Annual Guarantee in effect for that Year.

(d) for the Abbreviated Year:

(i) the sum of \$218,067, equal to an eight-month prorated amount of the Annual Guarantee in effect for that period as outlined in Schedule "D"; and

(ii) the amount, if any, by which the Actual Costs incurred during that 8-month period ending June 30, 1998, exceed the sum of \$218,067.

3. Section 14.03 of the Road Clearing Contract, as amended in the First Modification Agreement, is amended before subsection (a) and section 14.03(c) is deleted with the following sections inserted in place thereof:

"14.03 The Province will pay the Contract Price to the Contractor as follows:

(c) for any payment in respect of a Year to and including the year ending October 31, 1997, each of the annual sums referred to in subsection 14.02(c)(i) shall be payable

(i) by an installment equal to 75% of such annual sum on the 1st day of November of the Year in respect of which such annual sum is payable, and

(ii) by an installment equal to 25% of such annual sum on the 1st day of March of the Year in respect of which such annual sum is payable;

(iii) for the Abbreviated Year, by an installment equal to 75% of such annual sum on the 1st day of November 1997, such installment to be reconciled in Schedule "D", and by a payment as detailed in Schedule "D" to account for reconciliation of all outstanding adjustments and amounts payable, including the claim for Actual Costs in excess of the Annual Guarantee for the year November 1, 1996, to October 31, 1997;

(iv) for any payment in respect of a Year from and after the Year commencing July 1, 1998, each of the annual sums referred to in 14.02(c)(i) shall be payable:



(i) by monthly installments in arrears equal to 1/12 of such annual sum on the 1st day of each calendar month [commencing on August 1] for the Year in respect of which such annual sum is payable.

4. Section 14.03(d) of the Road Clearing Contract, as amended in the First Modification Agreement, is hereby amended by deleting the reference to "60 days" and replacing it with "30 days", and by adding the following phrase after "subsection 14.02(c)(ii)":

"and subsection 14.02(d)(ii)".

5. Section 14.06 of the Road Clearing Contract, as amended in the First Modification Agreement, is hereby amended by deleting the reference to "60 days" and replacing it with "120 days";

6. The following Schedules are added to the Road Clearing Contract:

(i) "Calculation of Amount Payable for the Period Fiscal 94/95 (Nov 1/94 - October 31/95) to Fiscal 97/98 (Nov 1/97 - June 30/98)", hereinafter called Schedule "D";

(ii) "Calculation of Amortization for Snow Removal Equipment", hereinafter called Schedule "E"; and

(iii) "Approved Eligible Costs and Actual Costs Calculation", hereinafter called Schedule "F".

7. The First Modification Agreement, this amending agreement (hereinafter called the "Second Modification Agreement") and the Road Clearing Contract shall be read and construed together.

8. The Road Clearing Contract as amended by this Second Modification Agreement is hereby ratified and confirmed.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day

and year first above written.

SIGNED, SEALED AND DELIVERED by a )  
 duly authorized representative of the Minister )  
 of Transportation and Highways on behalf of )  
 Her Majesty the Queen in right of the )  
 Province of British Columbia in the presence )  
 of: )

Arlene Cherdron

W. Keiser WAYNE KEISER

SIGNED on behalf of Cypress Bowl )  
 Recreations Limited Partnership by a duly )  
 authorized signatory of its General Partner, )  
 Cypress Bowl Recreations Ltd. in the )  
 presence of: )

Wayne Booth  
 Authorized Signatory WAYNE BOOTH

Arlene Cherdron

## SCHEDULE D

**1994/95 Contract Fiscal Year - Nov 1/94 to Oct 31/95**

1994/95 Claim (As adjusted pursuant to agreement with Wayne Keiser, MOTH, and with agreed revisions from March 1996 MOTH audit - see adjustment to Feb 13/96 Table using Multiplier method)	372,079
1994/95 Claim paid to Cypress	(312,837)
Amount due to Cypress for 1994/95 (Nov 1/94 to Oct 31/95)	> 59,242

**Cost Period 4 - Calculation of Adjusted Annual Guarantee for 1995/96, 1996/97 and 1997/98**

1	1992/93 Claim	268,895
2	1993/94 Claim	340,329
3	1994/95 Claim	372,079
		981,303
	Average Annual Cost	327,101

Note: MOTH utilized the unadjusted Annual Guarantee of \$307,353 as the basis for payment for fiscal 95/96, 96/97 & 97/98

**1995/96 Contract Fiscal Year - Nov 1/95 to Oct 31/96**

1995/96 Payment Due to Cypress based on adjusted Annual Guarantee	327,101
1995/96 Actual Payment to Cypress	(307,353)
Amount due to Cypress for 1995/96 re: adjusted Annual Guarantee	> 19,748

**1996/97 Contract Fiscal Year - Nov 1/96 to Oct 31/97**

1996/97 Payment Due to Cypress based on adjusted Annual Guarantee	327,101
1996/97 Actual Payments to Cypress (Cheq # 9338259 - Nov 5/96)	(230,515)
(Cheq # 9682253 - Mar 4/97)	(76,838)
	(307,353)
Amount due to Cypress for 1996/97 re: Adjusted Annual Guarantee	> 19,748
Payable Excess Costs 1996/97 - Original Claim dated Dec 29/97 is	>
superceded by Adjusted Claim (Feb 24/98)	104,418

**1997/98 Contract Fiscal Year - Abbreviated Year Nov 1/97 to June 30/98**

	Year	Per Month	
Fiscal 1997/98 Payment Due to Cypress	327,101	27,258	
Nov 1/97 to June 30/98 (8 Months) - Payment Due			218,067
Ministry Payment made on Nov 4/97 (Cheq # 1397283)			(230,515)
Overpayment for Abbreviated Year			> (12,448)

<b>Total Owing By MOTH To Cypress at February 28, 1998 Re: Reconciliation of Agreed Adjustments and 1996/97 Claim for Excess Costs</b>	<b>\$190,708</b>
--	------------------

**1998/99 Contract Fiscal Year - July 1/98 to June 30/99**

Payments to Commence on July 1/98 for Fiscal 98/99 on a monthly basis:	\$27,258
--	----------

**DRAFT**

Prepared: FEB 13 1996

Snow Removal Usage Multiplier  
Labour Ratio - Road Equipment/Snow Cats

0.719  
0.292

Double Multiplier  
Gov't Staff Multiplier

0.215  
0.475

B \* A  
C

Statement Total

Multiplier Used

Multiplier Used

Gov't Share

Lab-JD Grader	4,374
Lab-JD Tractor	1,188
Lab-Trojan Loader	4,245
Lab-JD Crawler	339
Lab-OS Crawler	389
Lab-81 Plow Truck	8,349
Lab-88 Plow Truck	8,713
Lab-93 Plow Truck	5,530
Lab-73 SMI Blower	3,551
Lab-74 SMI Blower	5,601
Lab-Shop Time	43,409

Gov't Share	0.649
Gov't Share	0.261
Gov't Share	0.323
Gov't Share	0.421
Gov't Share	0.074
Gov't Share	0.958
Gov't Share	0.971
Gov't Share	0.990
Gov't Share	0.584
Gov't Share	0.413
B * A	0.215

2,539
310
1,371
141
29
8,082
8,518
5,476
2,003
2,313
9,331

Total Mechanics' Labour

81,892

36,413 36,413

Lab-Snow Removal  
Contract Accountant

159,071  
7,353

A  
A

0.719  
0.719

114,803  
5,285

Lab-Security

17,745

100% Gov't Responsibility

1.000

17,745

Lab-Security Credit

0,429

100% Gov't Responsibility

1.000

0,429

Lab-Fleet Monitoring

2,599

100% Gov't Responsibility

1.000

2,599

Lab-Employee Benefits

41,210

C

0.475

19,575

Total Other Labour

219,416

150,848 139,663

Parts-JD Grader

2,307

Gov't Share

0.649

1,497

Parts-JD Tractor

459

Gov't Share

0.261

120

Parts-Trojan Loader

2,388

Gov't Share

0.323

771

Parts-JD Crawler

349

Gov't Share

0.421

147

Parts-OS Crawler

284

Gov't Share

0.074

21

Parts-81 Plow Truck

4,599

Gov't Share

0.958

4,408

Parts-88 Plow Truck

8,224

Gov't Share

0.971

7,986

Parts-93 Plow Truck

8,082 - 43 = 8,039

Gov't Share

0.990

7,995 5992

Parts-73 SMI Blower

2,707

Gov't Share

0.584

1,572

Parts-74 SMI Blower

4,145 + 202 = 4,347

Gov't Share

0.413

1,795

Parts - Welding

2,091

B \* A

0.215

450

Parts - Lubricants

11,094

B \* A

0.215

2,385

Total Parts

44,741

27,065 27,097

Fuel-JD Grader

3,503

Gov't Share

0.649

2,273

Fuel-JD Tractor

279

Gov't Share

0.261

73

Fuel-Trojan Loader

3,590

Gov't Share

0.323

1,160

Fuel-JD Crawler

17

Gov't Share

0.421

7

Fuel-OS Crawler

43

Gov't Share

0.074

3

Fuel-81 Plow Truck

2,148

Gov't Share

0.958

2,058

Fuel-88 Plow Truck

3,425

Gov't Share

0.971

3,328

Fuel-93 Plow Truck

4,288

Gov't Share

0.990

4,228

Fuel-73 SMI Blower

2,415

Gov't Share

0.584

1,382

Fuel-74 SMI Blower

2,229

Gov't Share

0.413

917

Fuel - Price Adjustment

(1,715)

A

0.719

(1,233)

Total Fuel

21,007

15,462 14,170

Sand

11,538

100% Gov't Responsibility

1.000

11,538

Salt

58,800

100% Gov't Responsibility

1.000

58,800

Utilities

19,583

B \* A

0.215

4,212

Insurance

4,875

B \* A

0.215

1,055

Property Taxes

3,588

B \* A

0.215

771

Vehicle Licensing

23,410 - 13,189 = 10,221

A

0.719

7,349

Truck/Travel

15,428

B \* A

0.215

3,318

Equipment Rental

23,463 - 8,866 = 14,597

A

0.719

10,484 16,391

Building Repairs/Maint

6,215

B \* A

0.215

1,338

Infrastructure

12,732 - 9,509 = 3,223

B \* A

0.215

693

Shop Equipment Repairs

468

B \* A

0.215

105

Shop Supplies

13,528 - 4,594 = 8,934

B \* A

0.215

1,920 2,809

Staff Training

80

B \* A

0.215

17

Uniforms

1,791

B \* A

0.215

385

Miscellaneous

0

B \* A

0.215

0

Supplies Fleet Monitoring

2,000

100% Gov't Responsibility

1.000

2,000

Total Other

197,532

123,944 108,726

STATEMENT TOTALS

555,278

GOVT SHARE TOTAL

322,700 322,069

Lab-Administration

(% To Be Confirmed)

49.7% of Gov't Total

12%

49.7% Gov't Share

37,745 39,126

TOTAL GOVT SHARE

360,505 361,197

\* Schedule C Depreciation

6,882.30 6,882.30

Revised 1994/95

ACTUAL COSTS

330,737.02 372,079

Notes: 1. See Pages 1 and 2 of Appendix B of the March 15, 1996 MOTH Audit  
2. Principles for deletion of cost Department's were agreed to at Meeting of Feb 11/96 with W. Keiser

NOTES:

1. Deletion of all Recording Errors from Snow Removal Usage Multiplier calculations  
- total recorded hours (per MOTH Internal Audit memo Feb 12/96) = 4014 4 - 345 2 = 4269 2  
Gov't 3068.7 (71.5%) CBR 1200 5 (28.1%)
2. Labour Ratio (see Appendix)
3. Gov't Staff Multiplier (see Appendix)
4. Administration Fee per Schedule C of Feb/94 Audit Report (to be confirmed)
5. Individual Equipment Multipliers

**WARRIOR BOWL RECREATIONS LTD. (CBR)**  
**Calculation of Amortization for Snow Removal Equipment**

SCHEDULE F

Schedule F

**Terms/Definitions:**

- A) Capital Asset - A capital asset should be recorded at cost. A betterment to an existing capital asset should be capitalized in accordance with Generally Accepted Accounting Principles.
- B) Betterment - A betterment, as defined by the Canadian Institute of Chartered Accountants (CICA), is the cost incurred to enhance the service potential of a capital asset. Service potential may be enhanced when there is an increase in the previously assessed physical output or service capacity, extended, or the quality of output is improved.
- C) Recoveries - Recoveries from the sale of assets that are fully amortized must offset the amortization claim in the period.

**SAMPLE CALCULATION ONLY**

As of November 27, 1996, only the CB48 (Year 1996) Plow Truck is available for depreciation:

Capital Cost \$ (1996):	81,486
Estimated Useful Life (Years):	7
Estimated Useful Life (EUL) in Hours (based on 776 Hours/Yr avg. usage):	5,432
Estimated Residual Value:	0
Unamortized Capital Cost (UCC) Fiscal 95/96 (At Dec/95 Purchase Date) \$:	81,486
Opening Accumulated Amortization \$:	0

This table is an example of the amortization calculation and will apply to equipment acquisitions after Feb 28, 1998. CBR will submit a completed table at the time of acquisition including the EUL in Years and Hours.

**Amortization method to be used:**

Amortization = Lesser of:

- (1) Total actual hours of usage in a given year/EUL x Capital Cost
- (2) Opening UCC

Amount Charged to the Province:

= Amortization X (Province's actual hours of usage/Total Actual hours of usage)

CBR to maintain an amortization table for each equipment, as follows:

Capital Cost:	\$X
Accumulated Amortization:	\$Y
Unamortized Capital Cost (UCC):	\$Z

\* Unamortized Capital Cost = Capital Cost - Accumulated Amortization\*\*

\*\* Accumulated Amortization = Opening Accumulated Amortization + Amortization (for the given year)

Lease of Equipment: If snow removal equipment is leased, the annual amortization charge to the Province shall be limited to what the amortization would have been if Cypress had purchased the same equipment.

11/20/96

4:12 PM

**FAKED**

c:\data\excel\cypress.xls

ant

## MONTHLY SUMMARY - Snow Removal Operations Cost

Contract Year # July 01/ to June 30/

Table A

Date:

	July	August	September	October	November	December	January	February	March	April	May	June	Total
Lab-CB 12 JD Grader													0
Lab-CB 13 JD Loader													0
Lab-CB 14 Loader													0
Lab-CB 33 JD Crawler													0
Lab-CB 37 D5 Crawler													0
Lab-CB 46 International													0
Lab-CB 47 Freightliner													0
Lab-CB 48 Freightliner													0
Lab-CB 74 Snowblower													0
Lab-CB 76 Snowblower													0
Lab-Shop Time													0
Total Mechanics' Labour	0	0	0	0	0	0	0	0	0	0	0	0	0
Lab-Snow Removal													0
Lab-Employee Benefits													0
Total Other Labour	0	0	0	0	0	0	0	0	0	0	0	0	0
Parts-CB 12 JD Grader													0
Parts-CB 13 JD Loader													0
Parts-CB 14 Loader													0
Parts-CB 33 JD Crawler													0
Parts-CB 37 D5 Crawler													0
Parts-CB 46 International													0
Parts-CB 47 Freightliner													0
Parts-CB 48 Freightliner													0
Parts-CB 74 Snowblower													0
Parts-CB 76 Snowblower													0
Parts - Inventory "													0
Parts - Welding													0
Parts - Lubricants													0
Total Parts	0	0	0	0	0	0	0	0	0	0	0	0	0
Fuel-CB 12 JD Grader													0
Fuel-CB 13 JD Loader													0
Fuel-CB 14 Loader													0
Fuel-CB 33 JD Crawler													0
Fuel-CB 37 D5 Crawler													0
Fuel-CB 46 International													0
Fuel-CB 47 Freightliner													0
Fuel-CB 48 Freightliner													0
Fuel-CB 74 Snowblower													0
Fuel-CB 76 Snowblower													0
Sub-Total Fuel	0	0	0	0	0	0	0	0	0	0	0	0	0
Fuel - Diesel Inv													0
Fuel - Gas Inventory													0
Fuel - Propane Inv													0
Total Fuel	0	0	0	0	0	0	0	0	0	0	0	0	0
Sand													0
Salt													0
Utilities													0
Insurance													0
Property Taxes													0
Vehicle Licensing													0
Truck/Travel													0
Equipment Rental													0
Building Repairs/Maint													0
Infrastructure													0
Shop Equipment Repairs													0
Supplies - Shop													0
Staff Training													0
Uniforms													0
Miscellaneous													0
Depreciation (GAAP)													0
Total Other	0	0	0	0	0	0	0	0	0	0	0	0	0
SUB TOTAL - Shop/Snow Removal	0	0	0	0	0	0	0	0	0	0	0	0	0
Back Out:													0
Parts - Inventory	0	0	0	0	0	0	0	0	0	0	0	0	0
Fuel - Diesel Inventory	0	0	0	0	0	0	0	0	0	0	0	0	0
Fuel - Gas Inventory	0	0	0	0	0	0	0	0	0	0	0	0	0
Fuel - Propane Inventory	0	0	0	0	0	0	0	0	0	0	0	0	0
Depreciation (GAAP)													0
TOTAL - SNOW REMOVAL	0	0	0	0	0	0	0	0	0	0	0	0	0

## Notes:

1) Table A details the total cost of the Shop/Snow Removal operation including CBRL's costs and Government responsibility costs.  
 2) Expense departments may change by agreement between CBRL and the Province or to reflect equipment acquisitions or disposals

Cypress Bowl Recreations  
ACTUAL COSTS  
CALCULATED BY MULTIPLIER METHOD

Date: \_\_\_\_\_  
Contract Year #: \_\_\_\_\_

Description	Multiplier Description	Multiplier	Total Cost	Government Share
Labour - CB 12 JD Grader	Usage			0
Labour - CB 13 JD Loader	Usage			0
Labour - CB 14 Loader	Usage			0
Labour - CB 33 JD Crawler	Usage			0
Labour - CB 37 D5 Cat	Usage			0
Labour - CB 46 International	Usage			0
Labour - CB 47 Freightliner	Usage			0
Labour - CB 48 Freightliner	Usage			0
Labour - CB 74 Snowblower	Usage			0
Labour - CB 76 Snowblower	Usage			0
Labour - Shop Time	A*B			0
Total Mechanics Labour			0	0
Labour - Snow Removal	A			0
Labour - Employee Benefits	C			0
Total Other Labour			0	0
Parts - CB 12 JD Grader	Usage			0
Parts - CB 13 JD Loader	Usage			0
Parts - CB 14 Loader	Usage			0
Parts - CB 33 JD Crawler	Usage			0
Parts - CB 37 D5 Cat	Usage			0
Parts - CB 46 International	Usage			0
Parts - CB 47 Freightliner	Usage			0
Parts - CB 48 Freightliner	Usage			0
Parts - CB 74 Snowblower	Usage			0
Parts - CB 76 Snowblower	Usage			0
Parts - Welding	A*B			0
Parts - Lubricants	A*B			0
Total Parts			0	0
Fuel - CB 12 JD Grader	Usage			0
Fuel - CB 13 JD Loader	Usage			0
Fuel - CB 14 Loader	Usage			0
Fuel - CB 33 JD Crawler	Usage			0
Fuel - CB 37 D5 Cat	Usage			0
Fuel - CB 46 International	Usage			0
Fuel - CB 47 Freightliner	Usage			0
Fuel - CB 48 Freightliner	Usage			0
Fuel - CB 74 Snowblower	Usage			0
Fuel - CB 76 Snowblower	Usage			0
Total Fuel			0	0
Sand	Total Gov't	1.000		0
Salt	Total Gov't	1.000		0
Utilities	A*B			0
Insurance	A*B			0
Property Taxes	A*B			0
Vehicle Licencing	A			0
Truck/Travel	A*B			0
Equipment Rental	A			0
Building Repairs/Maintenance	A*B			0
Infrastructure	A*B			0
Shop Equipment Repairs	A*B			0
Supplies - Shop	A*B			0
Staff Training	A*B			0
Uniforms	A*B			0
Total Other			0	0
Total			0	0
Administration Fee (12% of Total Government Share)				0
Depreciation ( See Table E-1)				0
Total Actual Costs				0

A	Gov't Usage Multiplier	Gm	( See Table D )
B	Labour Ratio Multiplier	Lm	( See Table C )
C	Government Staff Multiplier	GSm	( See Table C )
	Usage Multiplier	variable	( See Table D-Equipment Number )
	Total Gov't Multiplier	constant	(1.0)



# CALCULATION OF RATIO MULTIPLIERS

Contract Year # \_\_\_\_ July 1/ \_\_ to June 30/ \_\_

TABLE C

Date:

Multiplier Designation	Description	Ratio to Total
---------------------------	-------------	-------------------

A Government Equipment Usage Multiplier

See Table D

Government Usage Multiplier = Gm

B Labour Ratio Multiplier

Note: All costs noted below relate to direct equipment charges extracted from mechanic timecards and recorded on monthly financial statements and does not include Shop Time

Mechanic Labour - Snow Grooming Equipment	X
Mechanic Labour - Utility Trucks / Buses	Y
Mechanic Labour - Road Clearing Equipment (CBRL & Gov't)	Z
Total Direct Labour	Sum

Z/Sum=Lm

Labour Ratio Multiplier = Lm

C Government Staff Multiplier

Gov't  
Ratio Cost Gov't  
Share

Gov't Share Labour - Road Clearing Equipment Mechanics	Gm	_____	_____
Gov't Share Labour - Road Clearing Equipment Operator	Gm	_____	_____

Subtotal Government Share - Labour

S1 S1/S2=GSm

Total Mechanics Labour - Snow Grooming Equipment  
Total Mechanics Labour - Utility Trucks / Buses  
Total Mechanics Labour - Road Clearing Equipment  
Total Labour - Road Clearing Equipment Operators

Total Direct Snow Removal - Labour

S2

Government Staff Multiplier = GSm



# TABLE D-

CB

Date:

Contract Year # - - / -

		ALLOCATION												
HOUR METER		Gov't Direct				Shared		CBR Direct		Shared				
MONTH	YEAR	START	FINISH	USAGE	HIGHWAY	XC ROAD & LOT 4	LOT 5	SERVICE YARD AREA	SHOP SERVICING	LOT 1,2,3	CBR JOB	Slippage	TOTAL	
JLY-SEPT														
CTOBER														
OVEMBER														
ECEMBER														
ANUARY														
EBRUARY														
MARCH														
PRIL														
MAY/JUNE														
TOTAL					A	B	C	D	E	F	G	H		
		Direct Gov't Subtotal				Sub Total				Sub Total				(F+G)=Z

TABLE D

\_\_\_\_/\_\_\_\_ EQUIPMENT USAGE SUMMARY

Date: \_\_\_\_\_

Contract Year# \_\_\_\_\_/\_\_\_\_/\_\_\_\_

EQUIPMENT	HOUR METER USAGE	GOVERNMENT ALLOCATION					CBR ALLOCATION				
		Gov't Direct		Gov't Shared			CBR Direct		CBR Shared		
		HIGHWAY	XC ROAD & LOT 4	LOT 5	SERVICE YARD/SHOP	SLIPPAGE	LOT 1,2,3	CBR JOB	SERVICE YARD/SHOP	SLIPPAGE	TOTAL
B 12 JD GRADER											
B 13 JD LOADER											
B 14 TRO LOADER											
B 33 JD 350 CRAWLER											
B 37 D5 CAT											
B 46 INTERNATIONAL											
B 47 FREIGHTLINER											
B 48 FREIGHTLINER											
B 74 SNOWBLOWER											
B 76 SNOWBLOWER											
		A	B	C	D	E	F	G	H	I	
Government Total = (A+B+C+D+E)							CBR Total = (F+G+H+I)				

GOVERNMENT USAGE MULTIPLIER =  $\frac{\text{Government Total}}{\text{Total Hours}}$  = Gm

See Tables (D-Equipment #) for individual equipment totals entered to this Table

MONTHLY SUMMARY - Snow Removal Operat<sup>n</sup> Cost  
Contract Year #11 Nov. 01/96 to Oct. 31/97

Table A

Date: DEC 28 1997

	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	Total
Lab-JD Grader	351	1,616	108	413	567	953			19	1			4,028
Lab-JD Tractor	34	26				40		44	60		199	423	826
Lab-Trojan Loader	1,059	1,197	1,343	2,529	878	42			60		232	113	7,453
Lab-JD Crawler	60	35	8	348	139	305			109	8	5	13	1,028
Lab-D5 Crawler									169	15			211
Lab-88 Plow Truck	254	938	792	220	983	340			19	42	989	3,896	8,273
Lab-Freightliner Plow	50	843	502	73	312	73			2,331	1,542	4,966	1,088	11,780
Lab-99 Freightliner Plowtruck	19	281	410	58	254	58			19	113	2,210	1,127	4,545
Lab-74 Sicaard Blower	443	1,343	298	1,060	1,528	187	78		52	184			5,153
Lab-SMI Snow Blower	163	1,958	588	571	1,701	922	78		407	1,227	604	828	8,847
Lab-Shop Time	2,068	2,393	7,008	1,909	2,752	-8,020	21,030	4,803	4,058	1,345	3,000	3,150	47,492
Total Mechanics' Labour	4,499	10,630	11,057	7,177	9,114	-3,122	21,186	4,847	7,298	4,537	12,205	10,238	99,638
Lab-Snow Removal	21,816	43,220	28,418	19,344	31,108	10,758	1,832	502	37			2,738	157,773
Lab-Administration													0
Lab-Contract Accountant												272	15,063
Lab-Security	1,760	2,180	2,361	2,118	2,310	2,213	2,002	111					416
Lab-Road Monitoring/Emerg Resp	16	311	34	66			5						464
Lab-Security Credit			2,460		1,467	2,647		3,201					9,864
Lab-Employee Benefits	3,474	6,884	5,054	3,613	7,616	3,068	3,524	2,775	1,850	2,116	2,202	1,918	44,094
Total Other Labour	27,085	52,595	31,318	25,128	39,507	13,422	8,253	-125	1,887	2,116	2,202	4,928	208,376
Parts - JD Grader	358	751	64	586	347	1,293	347					211	3,748
Parts - JD Tractor		24						25				128	260
Parts - Trojan Loader	4,402	5,318	642	588	651	2							11,729
Parts - JD Crawler	58	3		72		330	68						531
Parts - D5 Crawler									5		7		12
Parts - 88 Plow Truck	514	986	695	194	355	57					33	2,038	4,860
Parts - Freightliner Plow	533	985	167	100	-891	51			612	2,334	950		4,841
Parts - 99 Freightliner Plowtruck			386	145	1,231	51				849	1,479		3,941
Parts - 74 Sicaard Blower	7	1,076	106	3,734	372	141	1,777			357			7,570
Parts - SMI Snow Blower	62	632	2,271	1,743	559	84	529			357	40		6,277
Parts - Road Equipment													0
Parts - Inventory	-14,832	10,224	6,399	4,964	1,235	1,364	-1,003	-57	-650	1,443	2,278	9,293	20,448
Parts - Welding		480	551	161	453	59	249	12	12	161	246	306	2,690
Parts - Lubricants	1,183	3,516	584	1,485	384	843	138	77		68	685	440	9,883
Total Parts	-7,715	23,995	12,165	13,770	4,696	4,275	2,105	57	-843	2,284	6,924	14,873	76,586
Fuel - JD Grader	656	2,921	564	822	1,824					78			6,663
Fuel - JD Tractor	20	123	55	19	74		14	24					329
Fuel - Trojan Loader	709	2,670	913	804	2,007	82		80			111	138	7,514
Fuel - JD Crawler									25	27		13	65
Fuel - D5 Crawler								40	56		31		127
Fuel - 88 Plow Truck	728	2,184	403	381	792								4,488
Fuel - Freightliner Plow	575	2,064	766	603	1,326								5,334
Fuel - 99 Freightliner Plowtruck	816	2,722	1,046	1,120	1,786								7,490
Fuel - 74 Sicaard Blower	158	1,368	408	149	1,201								3,278
Fuel - SMI Snow Blower	251	1,638	598	980	1,432								4,899
Sub-Total Fuel	3,911	15,688	4,751	4,878	10,242	82	14	104	65	159	142	151	40,187
Fuel - Diesel Inv	1,813	2,344	-2,941	1,235	117	-1,748	-263	-222	-151	-273	-230	-1,495	-1,812
Fuel - Gas Inventory	1,023	1,452	-497	-2,106	1,307	960	-748	523	-385	647	278	68	2,520
Fuel - Propane Inv			381										381
Total Fuel	6,747	19,484	1,694	4,007	11,666	-704	-997	405	-471	533	188	-1,276	41,276
Sand	5,728	3,933	4,782	1,755	2,806								19,004
Salt	2,046	12,769	19,090	5,818	9,078								48,799
Utilities	2,249	2,658	3,069	2,572	2,424	2,691	2,241	1,551	1,420	989	1,085	1,369	24,268
Insurance								5,079					5,079
Property Taxes								6,773					6,773
Vehicle Licensing	21,733						-2,018	-3,172	97			7,813	24,553
Truck/Travel	1,948	1,154	1,190	648	747	1,553	-318	94	178	29	231	1,689	9,441
Equipment Rental	571	3,948	8,273	2,550	4,138	846	672	438	398	398	359	423	23,013
Building Repairs/Maint	78	12		32		484	547	322		598	113	1,210	3,400
Infrastructure		73		63	25						1,575		1,736
Shop Equipment Repairs	949	1,417		121		517	5				40	101	3,150
Supplies - Shop	779	1,273	2,521	1,354	1,595	388	1,146	580	499	1,074	2,248	787	14,242
Supplies - Road Monitoring	64	1,756	357	239	569	13							3,946
Staff Training									642			119	761
Uniforms	108	140		104	183	157	68	1,145	231	108	148	121	2,507
Miscellaneous													0
Depreciation (GAAP)								41,268					41,268
Total Other	36,281	29,143	39,282	15,126	21,675	6,649	2,341	54,078	3,463	3,194	5,774	14,084	231,070
SUB TOTAL - SHOP/SNOW REMOVAL	68,897	135,847	95,510	65,208	88,718	20,520	32,888	59,262	11,304	12,664	27,293	42,827	650,944
Back Out:													
Parts - Inventory	-14,832	10,224	6,399	4,964	1,235	1,364	-1,003	-57	-650	1,443	2,278	9,293	20,448
Fuel - Diesel Inventory	1,813	2,344	-2,941	1,235	117	-1,748	-263	-222	-151	-273	-230	-1,495	-1,812
Fuel - Gas Inventory	1,023	1,452	-497	-2,106	1,307	960	-748	523	-385	647	278	68	2,520
Fuel - Propane Inventory	0	0	381	0	0	0	0	0	0	0	0	0	381
Depreciation (GAAP)								41,268					41,268
TOTAL - SNOW REMOVAL	78,893	121,827	92,174	61,115	84,059	19,942	34,902	17,750	12,700	10,847	24,971	34,961	594,141

**REVISED**

TABLE B

Cypress Bowl Creations

Date:

FEB 24 1998

ACTUAL COSTS

CALCULATED BY DOUBLE MULTIPLIER METHOD

Description	Multiplier Description	Multiplier	Total Cost	Government Share
Labour - CB 12 JD Grader	Usage	0.703	4,028	2,832
Labour - CB 13 JD Loader	Usage	0.893	826	738
Labour - CB 14 Loader	Usage	0.235	7,453	1,751
Labour - CB 33 JD Crawler	Usage	0.016	1,028	16
Labour - CB 37 D5 Cat	Usage	0.000	211	0
Labour - CB 46 International	Usage	0.995	8,273	8,232
Labour - CB 47 Freightliner	Usage	0.996	11,780	11,733
Labour - CB 48 Freightliner	Usage	0.990	4,545	4,500
Labour - CB 74 Snowblower	Usage	0.462	5,153	2,381
Labour - CB 76 Snowblower	Usage	0.612	8,847	5,414
Labour - Shop Time	A*B	0.280	47,492	13,276
<b>Total Mechanics Labour</b>			<b>99,636</b>	<b>50,873</b>
Labour - Snow Removal	A	0.728	157,773	114,859
Labour - Security	Total Gov't	1.000	6,099	6,099
Labour - Monitoring	Total Gov't	1.000	440	440
Labour - Employee Benefits	C	0.532	44,094	23,458
<b>Total Other Labour</b>			<b>201,667</b>	<b>138,317</b>
Parts - CB 12 JD Grader	Usage	0.703	3,746	2,633
Parts - CB 13 JD Loader	Usage	0.893	260	232
Parts - CB 14 Loader	Usage	0.235	11,729	2,756
Parts - CB 33 JD Crawler	Usage	0.016	531	8
Parts - CB 37 D5 Cat	Usage	0.000	12	0
Parts - CB 46 International	Usage	0.995	4,860	4,836
Parts - CB 47 Freightliner	Usage	0.996	4,841	4,822
Parts - CB 48 Freightliner	Usage	0.990	3,941	3,902
Parts - CB 74 Snowblower	Usage	0.462	7,570	3,497
Parts - CB 76 Snowblower	Usage	0.612	6,277	3,842
Parts - Welding	A*B	0.280	2,690	752
Parts - Lubricants	A*B	0.280	9,683	2,707
<b>Total Parts</b>			<b>56,140</b>	<b>29,987</b>
Fuel - CB 12 JD Grader	Usage	0.703	6,663	4,684
Fuel - CB 13 JD Loader	Usage	0.893	329	294
Fuel - CB 14 Loader	Usage	0.235	7,514	1,766
Fuel - CB 33 JD Crawler	Usage	0.016	65	1
Fuel - CB 37 D5 Cat	Usage	0.000	127	0
Fuel - CB 46 International	Usage	0.995	4,488	4,466
Fuel - CB 47 Freightliner	Usage	0.996	5,334	5,313
Fuel - CB 48 Freightliner	Usage	0.990	7,490	7,415
Fuel - CB 74 Snowblower	Usage	0.462	3,278	1,514
Fuel - CB 76 Snowblower	Usage	0.612	4,899	2,998
<b>Total Fuel</b>			<b>40,187</b>	<b>28,451</b>
Sand	Total Gov't	1.000	19,004	19,004
Salt	Total Gov't	1.000	48,799	48,799
Utilities	A*B	0.280	24,298	6,793
Insurance	A*B	0.280	5,079	1,420
Property Taxes	A*B	0.280	6,773	1,893
Vehicle Licensing	A	0.728	24,553	17,875
Truck/Travel	A*B	0.280	9,441	2,639
Equipment Rental	A	0.728	23,013	16,753
Building Repairs/Maintenance	A*B	0.280	3,400	950
Infrastructure	A*B	0.280	1,736	485
Shop Equipment Repairs	A*B	0.280	3,150	881
Supplies - Shop	A*B	0.280	14,242	3,981
Supplies - Road Monitoring	Total Gov't	1.000	3,046	3,046
Staff Training	A*B	0.280	761	213
Uniforms	A*B	0.280	2,507	701
<b>Total Other</b>			<b>186,756</b>	<b>122,387</b>
<b>Total</b>			<b>584,586</b>	<b>370,015</b>
Administration Fee (12%)				44,402
Depreciation (See Table E-1)				17,103
<b>Total Actual Costs</b>				<b>431,519</b>

Gov't Usage Multiplier	0.728	(See Table D)
Labour Ratio Multiplier	0.384	(See Table C)
Government Staff Multiplier	0.532	(See Table C)

# CALCULATION OF RATIO MULTIPLIERS

Contract Year # 11 Nov 1/96 to Oct 31/97

TABLE C

Date: DEC 28 1997

Multiplier Designation	Description	Ratio to Total
---------------------------	-------------	-------------------

A Government Equipment Usage Multiplier ( See Table D ) 0.728

Government Usage Multiplier = 0.728

B Labour Ratio Multiplier

Note: All costs noted below relate to direct equipment charges extracted from mechanic timecards and recorded on monthly financial statements and does not include Shop Time

Labour - Snow Grooming Equipment	62,040	
Labour - Utility Trucks / Buses	21,494	
Labour - Road Clearing Equipment	52,142	0.384
<b>Total Direct Labour</b>	<b>135,676</b>	

Labour Ratio Multiplier = 0.384

C Government Staff Multiplier

	Gov't Ratio	Cost	Gov't Share	
Gov't Share Labour - Road Clearing Equipment Mechanics	0.728	52,142	37,959	
Gov't Share Labour - Road Clearing Equipment Operator	0.728	157,773	114,859	
<del>Catchhouse Labour</del>	<del>1.000</del>	<del>6,099</del>	<del>6,099</del>	
<del>Road Monitoring Labour</del>	<del>1.000</del>	<del>714</del>	<del>714</del>	
<b>Subtotal Government Share - Labour</b>			<b>159,631</b>	<b>0.532</b>
Total Mechanics Labour - Snow Grooming Equipment			62,040	
Total Mechanics Labour - Utility Trucks / Buses			21,494	
Total Mechanics Labour - Road Clearing Equipment			52,142	
Total Labour - Road Clearing Equipment Operators			157,773	
<del>Catchhouse Labour</del>			<del>6,099</del>	
<del>Road Monitoring Labour</del>			<del>714</del>	
<b>Total Direct Snow Removal - Labour</b>			<b>300,262</b>	

Government Staff Multiplier = 0.532

# 1996/97 EQUIPMENT USAGE SUMMARY

TABLE D

Date: DEC 28 1997

Contract Year 11 - 1996/1997

EQUIPMENT	HOUR METER	GOVERNMENT ALLOCATION						CBR ALLOCATION				
		Gov't Direct			Gov't Shared			CBR Direct		CBR Shared		
		HIGHWAY	XC ROAD & LOT 4	LOT 5	SERVICE YARD/SHOP	SLIPPAGE		LOT 1,2,3	CBR JOB	SERVICE YARD/SHOP	SLIPPAGE	TOTAL
B 12 JD GRADER	805.3	383.5	155.3	13.3	5.3	8.3		232.8	1.0	2.3	3.5	805.3
B 13 JD LOADER	212.2	66.2	1.9		12.1	31.0		0.1	8.1	1.5	3.7	1
B 14 TRO LOADER	922.7	67.3	99.2	16.8	29.2	3.5		514.1	82.3	95.0	11.5	918.9
B 33 JD 350 CRAWLER	65.7		1.0						62.4	1.9	0.6	65.9
B 37 D5 CAT	8.4								8.4			8.4
B 46 INTERNATIONAL	659.3	616.3	14.2		7.1	15.4		3.4			0.1	656.5
B 47 FREIGHTLINER	830.6	776.4	14.6		10.0	22.4		3.1			0.1	826.6
B 48 FREIGHTLINER	1006.4	956.4	13.8		4.4	19.0		9.6			0.2	1003.4
B 74 SNOWBLOWER	374.8	111.2	37.3	0.5	7.7	13.3		173.5		8.9	15.4	367.8
B 76 SNOWBLOWER	478.7	193.3	76.6		8.7	10.8		170.6	0.6	5.6	6.9	473.1
	5364.1	3170.6	413.9	30.6	84.5	123.7		1107.2	162.8	115.2	42.0	5250.5
Government Total =							3823.3	CBR Total =				
								1427.2				

GOVERNMENT USAGE MULTIPLIER =	3823.3	=	0.728
	5250.5		



TABLE D-12

## CB 12 GRADER

Date: DEC 28 1997

Contract Year 11 - 1996/1997

MONTH		HOUR METER			ALLOCATION										TOTAL
		YEAR	START	FINISH	USAGE	Gov't Direct			Shared		CBR Direct		Shared		
						HIGHWAY	XC ROAD & LOT 4	LOT 5	SERVICE YARD AREA	SHOP SERVICING	LOT 1,2,3	CBR JOB		Slippage	
NOVEMBER	1996	3818.2	3931.6		113.4	56.0	24.6	2.5	2.0	1.1	26.7		0.5	113.4	
DECEMBER	1996	3931.6	4258.7		327.1	176.7	56.0	5.1	1.9	0.7	78.4		8.3	327.1	
JANUARY	1997	4258.7	4331.0		72.3	31.1	10.7	1.6	1.7		22.2		5.0		
FEBRUARY	1997	4331.0	4444.7		113.7	42.8	22.9	3.4			47.1		-2.5	113.7	
MARCH	1997	4444.7	4623.0		178.3	76.9	41.1	0.7		0.2	58.4	1.0	0.0	178.3	
APRIL	1997	4623.0	4623.5		0.5								0.5	0.5	
MAY/JUNE	1997	4623.5	4623.5												
JULY-SEPT	1997	4623.5	4623.5												
OCTOBER	1997	4623.5	4623.5												
TOTAL					805.3	383.5	155.3	13.3	5.6	2.0	232.8	1.0	11.8	805.3	
					Direct Gov't Subtotal	552.1			Sub Total		7.6		Sub Total		233.8
															(CBR Direct)

Total Hours Directly Allocated = 785.9

Government	CBR	Total
0.703	0.297	1.000

Direct Allocation Ratio

Service Yard / Shop- Shared Allocation

Slippage Shared Allocation

Totals

5.3 2.3 7.6

8.3 3.5 11.8

13.6 5.8

TOTAL GOV'T ALLOCATION = 565.7

TOTAL CBR ALLOCATION = 239.6

THIS MODIFICATION AGREEMENT dated for reference the 5<sup>th</sup> day  
of November, 1986.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA, represented  
by the Minister of Environment and Parks  
Parliament Buildings, Victoria,  
British Columbia, V8V 1X4;

(herein called the "Province")

OF THE FIRST PART

AND:

CYPRESS BOWL RECREATIONS LIMITED PARTNERSHIP

(herein called the "Contractor")

OF THE SECOND PART

WITNESSES THAT WHEREAS:

- A. The Contractor and Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Lands, Parks and Housing entered into an agreement (herein called the "Road Clearing Contract") dated the 13th day of September 1984 concerning certain snow clearing services to be performed by the Contractor in the vicinity of Cypress Park;
- B. The Contractor and the Province have agreed to amend the Road Clearing Contract in the manner hereinafter set forth;

NOW THEREFORE in consideration of the covenants, terms and agreements hereinafter set forth and in consideration of the sum of ONE DOLLAR now paid by the Contractor to the Province (the receipt and sufficiency of which is hereby acknowledged) the parties agree as follows:

1. Section 14 of the Road Clearing Contract is deleted and the following sections are inserted in place thereof:




"14.01 In sections 14.01 to 14.07 inclusive of this agreement:

"Base Amount" means for each Year of each Cost Period an amount equal to \$157,608.00 multiplied by a fraction, the numerator of which is the C.P.I. as of October, 1988 and the denominator of which is the C.P.I. as of October, 1985;

"Annual Guarantee" means for any particular Year of the term of this agreement an amount equal to the greater of the Base Amount or the Average Annual Cost in effect for that particular Year;

"Actual Costs" means the costs and expenses incurred by the Contractor to perform that portion of the Services described in paragraph 1 of Schedule "A" and attributable to the performance of the Service, under generally accepted accounting principles and without limiting the generality of the foregoing includes the following:

- (a) equipment depreciation as computed in accordance with Schedule "C",
- (b) equipment maintenance,
- (c) labour, ~~AND~~ *AND* 
- (d) fuel;

"Average Annual Cost" means

- (a) for each Year of the first Cost Period, an amount equal to one-third of the sum of the Actual Costs incurred during the period from November 1, 1986 to October 31, 1989, and
- (b) for each Year of each succeeding Cost Period, an amount equal to one-third of the Actual Costs incurred during the immediately preceding Cost Period;



- (a) each of the annual sums referred to in subsection 14.02(a) shall be payable
  - (i) by an installment equal to 50% of such annual sum when an advance lease payment is made under the Permit, and
  - (ii) by an installment equal to the balance of such annual sum when the balance of a lease payment is paid under the Permit;
- (b) each of the annual sums referred to in subsection 14.02(b) shall be payable
  - (i) by an installment equal to 75% of such annual sum on the 1st day of November of the Year in respect of which such annual sum is payable, and
  - (ii) by an installment equal to 25% of such annual sum on the 1st day of March of the Year in respect of which such annual sum is payable;
- (c) each of the annual sums referred to in subsection 14.02(c)(i) shall be payable
  - (i) by an installment equal to 75% of such annual sum on the 1st day of November of the Year in respect of which such annual sum is payable, and
  - (ii) by an installment equal to 25% of such annual sum on the 1st day of March of the Year in respect of which such annual sum is payable;
- (d) each amount referred to in subsection 14.02(c)(ii) shall be payable within 60 days following delivery by the Contractor to the Province of the detailed statement of Actual Costs referred to in section 14.06."

"14.04 For the purpose of calculating the Actual Costs and the Average Annual Cost the Contractor shall keep detailed books of account and records and shall cause to be entered therein all matters pertaining to the Actual Costs and the Average Annual Cost."

"14.05 The Province shall have the right, at its cost, to inspect and take copies of and cause an audit to be taken by an independent auditor of the aforesaid books of account and records of the Contractor upon reasonable notice and at reasonable times."

"14.06 The Contractor shall, not later than 60 days following the completion of each Year of the term of this agreement, prepare and deliver to the Province a detailed statement of the Actual Costs incurred during that Year."

2. Section 15 of the Road Clearing Contract is deleted.

3. Section 24(a) is amended by deleting

"Cypress Bowl Recreation Limited Partnership  
1003 - 601 West Broadway  
Vancouver, British Columbia  
V5Z 4C2"

and substituting therefore

"Cypress Bowl Recreation Limited Partnership  
Box 91252  
West Vancouver, British Columbia  
V7V 3N9"

4. Section 1 of Schedule A to the Road Clearing Contract is amended by striking out the words "during each Ski Season, as that term is defined in the Permit".

5. Schedule B to the Road-Clearing Contract is deleted and the following substituted as Schedule B:

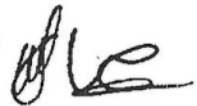
#### SCHEDULE B

"The road commencing at the outer boundary of the West Vancouver Municipal Yard and continuing northerly up to the Alpine Ski Area and Nordic Ski Area and including Hollyburn Parking Lot, Hollyburn Cabin Parking Lot and Hi-View Lookout Parking Lot as shown on Exhibit A."

6. The following schedule is added to the Road Clearing Contract:

## SCHEDULE C

Equipment Depreciation will be computed for the purposes of the definition of Actual Costs by using the rates set out in Table 1 and based on the following:

- (a) for equipment owned by the Contractor on November 1, 1986 and used by the Contractor to perform the Services, depreciation will be based on its fair market value as at November 1, 1986;
- (b) for equipment that is purchased by the Contractor after November 1, 1986, is generally appropriate, ~~in view of the Province,~~ for the services to be performed by it under this agreement, and is used to perform those Services, depreciation will be based on the purchase price paid by the Contractor for that equipment; 
- (c) the amount of depreciation included in the Actual Costs, will be multiplied by a fraction the numerator of which is the hours that the equipment is used on the Services during a year and the denominator of which is the total hours that the equipment is used during that year.

"year" in paragraph (c) of this schedule means the 12 consecutive months from,

- (a) November 1, 1986 or the latest anniversary of that date, as the case may be, in the case of equipment owned by the Contractor on November 1, 1986, and
- (b) in the case of equipment purchased by the Contractor after November 1, 1986, the date of purchase of that equipment or the latest anniversary of that date, as the case may be.

TABLE ONE

## HEAVY EQUIPMENT OTHER THAN TRUCKS

## TRUCKS

YEAR FROM THE DATE OF PURCHASE, OR IN THE CASE OF EQUIP. OWNED BY A CONTRACTOR ON NOV. 1, 1986 FROM NOV. 1, 1986	WHERE AGE OF EQUIP. IS ONE YEAR OR UNDER AT NOV. 1, 1986 OR IF PURCHASED AFTER NOV. 1, 1986, AT DATE OF PURCHASE	WHERE AGE OF EQUIP. IS OVER ONE YEAR AT NOV. 1, 1986 OR IF PURCHASED AFTER NOV. 1, 1986, IS OVER ONE YEAR AT DATE OF PURCHASE	WHERE AGE OF A TRUCK IS ONE YEAR OR UNDER AT NOV. 1, 1986 OR IF PURCHASED AFTER NOV. 1, 1986, AT DATE OF PURCHASE	WHERE AGE OF A TRUCK IS OVER ONE YEAR AT NOV. 1, 1986 OR IF PURCHASED AFTER NOV. 1, 1986, IS OVER ONE YEAR AT DATE OF PURCHASE
1	25%	30%	30%	40%
2	18%	20%	25%	35%
3	12%	20%	20%	25%
4	10%	15%	15%	
5	10%	15%	10%	
6	10%			
7	10%			
8	5%			

INTERPRETATION

"Year" in this Table means any consecutive 12 month period.

7. This agreement and the Road Clearing Contract shall be read and construed together.
8. The Road Clearing Contract as amended by this agreement is hereby ratified and confirmed.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

SIGNED, SEALED AND DELIVERED by a )  
 duly authorized representative of )  
 the Minister of Environment and )  
 Parks on behalf of Her Majesty )  
 the Queen in Right of the )  
 Province of British Columbia in )  
 the presence of: )

*Elizabeth King*

ELIZABETH KING

Barrister & Solicitor

MINISTRY OF ATTORNEY GENERAL

PARLIAMENT BUILDINGS

VICTORIA, B.C.

*M. V. Bales*

SIGNED on behalf of Cypress Bowl )  
 Recreations Limited Partnership )  
 by a duly authorized signatory )  
 of its General Partner, Cypress )  
 Bowl Recreations Ltd. )

*W. H. H. - President*

Authorized Signatory

SCHEDULE "1"

THIS AGREEMENT dated the 13th day of September, 1984.

B E T W E E N:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Lands, Parks and Housing

(herein called the "Province")

OF THE FIRST PART

A N D:

CYPRESS BOWL RECREATIONS LIMITED PARTNERSHIP

(herein called the "Contractor")

OF THE SECOND PART

WHEREAS the Contractor and the Province have entered into a Park Use Permit (herein called the "Permit") authorizing the Contractor to carry out certain activities within Cypress Park;

AND WHEREAS the Contractor and the Province wish to provide for certain snow clearing services to be performed on public road and parking lot facilities from the West Vancouver Municipal Yard leading up to and within Cypress Park;

WITNESSES that in consideration of the covenants, terms and agreements hereinafter set forth, the parties agree as follows:

APPOINTMENT AND TERM

1. The Province hereby retains the Contractor to provide the snow clearing services (herein called the "Services") described in Schedule "A" of this agreement and the Contractor hereby accepts such appointment.
2. This agreement will be effective for the period commencing on the Commencement Date as defined in the Permit and ending on the 31st day of October, 2034 unless earlier terminated under paragraph 16.

SCOPE OF THE WORK

3. Provided that the payment under paragraph 14 hereof is made in each Ski Season as defined in the Permit, the Contractor will undertake all work and supply all materials necessary to perform the Services in accordance with the terms of reference and the criteria contained in Schedule "A".



4. The Contractor will not assign this agreement to any person, firm or corporation, and will not, without the prior written consent of the Province, subcontract out any of the Services, which consent will not be unreasonably withheld.
5. The appointment of subcontractors by the Contractor will not relieve the Contractor of its responsibility to perform the Services or for the quality of the work undertaken by them.
6. The Contractor will cause every approved subcontractor to be bound by the terms of this agreement so far as they apply to the work to be performed by such subcontractor.
7. Nothing in this agreement will create any contractual relationship between the Province and a subcontractor of the Contractor.

#### STANDARD OF CARE

8. In performing the Services the Contractor will at all times exercise the standards of care, skill and diligence normally exercised and observed by persons engaged in the performance of services similar to those contemplated in this agreement.

#### INDEPENDENT CONTRACTOR

9. During the continuance of this agreement, the Contractor will be an independent contractor and not the servant of the Province.
10. The Contractor will ensure that all personnel employed by him to perform the Services hereunder are competent to perform them and will ensure that no person is employed by him to undertake any of the work contemplated herein unless he has been adequately trained and instructed to do that work and he is adequately supervised.
11. The Province will be entitled to give such instructions to the Contractor as it may consider necessary from time to time, but the Contractor shall not be subject to the control of the Province in respect of the manner in which such instructions are carried out.
12. All personnel hired by the Contractor to perform the work contemplated hereunder will remain at all times the employees of the Contractor and not of the Province and the Contractor will be solely responsible for the arrangement of reliefs and substitutions, pay, supervision, discipline, unemployment insurance, workers' compensation, leave, and all other matters arising out of the relationship of employer and employee.
13. The Contractor will not in any manner whatsoever commit or purport to commit the Province to the payment of any money to any person, firm or corporation.

## REMUNERATION OF CONTRACTOR

14.01 In Sections 14.01 to 14.07 inclusive of this agreement

"Base Amount" means for each Year of each Cost Period an amount equal to \$ [REDACTED] multiplied by a fraction, the numerator of which is the C.P.I. as of October, 1988 and the denominator of which is the C.P.I. as of October, 1985;

"Annual Guarantee" means for any particular Year of the term of this agreement an amount equal to the greater of the Base Amount or the Average Annual Cost in effect for that particular Year;

"Actual Costs" means the costs and expenses incurred by the Contractor to perform that portion of the Services described in paragraph 1 of Schedule "A" and attributable to the performance of the Service, under generally accepted accounting principles and without limiting the generality of the foregoing includes the following

- a) equipment depreciation as computed in accordance with Schedule "C";
- b) equipment maintenance;
- c) labour; and
- d) fuel;

"Average Annual Cost" means

- a) for each Year of the first Cost Period, an amount equal to one-third of the sum of the Actual Costs incurred during the period from November 1, 1986 to October 31, 1989, and
- b) for each Year of each succeeding Cost Period, an amount equal to one-third of the Actual Costs incurred during the immediately preceding Cost Period;

"Contract Price" means all monies payable to the Contractor for performance of the Services;

"Cost Period" means the period from November 1, 1989 to October 31, 1992 and each successive period of three Years thereafter;

"C.P.I." means the consumer price index for the greater Vancouver area as published from time to time by the government of Canada;

"Year" means a 12 month period of the term beginning on the first day of November of any calendar year and ending on the 31st day of October of the next calendar year."

14.02 The Province will pay to the Contractor for the performance of the Services

- a) during the first and second Years of the term of this agreement the sums of [REDACTED] and [REDACTED] respectively;
- b) during each Year of the next three Years of the term of this agreement, an annual sum equal to \$[REDACTED] multiplied by a fraction, the numerator of which is the C.P.I. as of the month immediately preceding the commencement of such Year and the denominator of which is the C.P.I. as of October, 1985; and
- c) during the Year commencing November 1, 1989 and each subsequent Year of the term of this agreement
  - (i) an annual sum equal to the Annual Guarantee in effect for that Year, plus
  - (ii) the amount, if any, by which the Actual Costs incurred during that Year exceeds the Annual Guarantee in effect for that Year.

14.03 The Province will pay the Contract Price to the Contractor as follows

- a) each of the annual sums referred to in subsection 14.02(a) shall be payable
  - (i) by an installment equal to 50% of such annual sum when an advance lease payment is made under the Permit, and
  - (ii) by an installment equal to the balance of such annual sum when the balance of a lease payment is paid under the Permit;
- b) each of the annual sums referred to in subsection 14.02(b) shall be payable
  - (i) by an installment equal to 75% of such annual sum on the 1st day of November of the Year in respect of which such annual sum is payable, and
  - (ii) by an installment equal to 25% of such annual sum on the 1st day of March of the Year in respect of which such annual sum is payable;
- c) each of the annual sums referred to in subsection 14.02(c)(i) shall be payable
  - (i) by an installment equal to 75% of such annual sum on the 1st day of November of the Year in respect of which such annual sum is payable, and
  - (ii) by an installment equal to 25% of such annual sum on the 1st day of March of the Year in respect of which such annual sum is payable;

- d) each amount referred to in subsection 14.02(c)(ii) shall be payable within 60 days following delivery by the Contractor to the Province of the detailed statement of Actual Costs referred to in Section 14.06.
- 14.04 For the purpose of calculating the Actual Costs and the Average Annual Cost the Contractor shall keep detailed books of account and records and shall cause to be entered therein all matters pertaining to the Actual Costs and the Average Annual Cost.
- 14.05 The Province shall have the right, at its cost, to inspect and take copies of and cause an audit to be taken by an independent auditor of the aforesaid books of account and records of the Contractor upon reasonable notice and at reasonable times.
- 14.06 The Contractor shall, not later than 60 days following the completion of each Year of the term of this agreement, prepare and deliver to the Province a detailed statement of the Actual Costs incurred during that Year.
15. Notwithstanding any other provision of this agreement, the payment of funds by the Province to the Contractor pursuant to this agreement is subject to
- a) there being sufficient monies available in an appropriation, as defined in the Financial Administration Act, R.S.B.C. 1979, c. 15 (the Financial Administration Act and every amendment made thereto being herein collectively called the "Act"), to enable the Province, in any fiscal year or part thereof when any payment of money by the Province to the Contractor falls due pursuant to this agreement, to make that payment; and
  - b) Treasury Board, as defined in the Act, not having controlled or limited, pursuant to the Act, expenditure under any appropriation referred to in subparagraph (a) of this paragraph.

#### TERMINATION

16. In the event of substantial failure to perform in accordance with the terms hereof, or default under the Permit, and the default continues for a period of 30 days after written notice has been given by the Minister to the Contractor specifying the default and requiring the same to be rectified, this agreement may be terminated by the Province.
17. The right to terminate is in addition to any other remedy, or remedies available to the Province.

## INDEMNITY

18. The Contractor covenants and agrees to indemnify and save the Province harmless against all loss, damage, reasonable costs and liabilities, including fees of solicitors and other professional advisors which the Province may be required to pay and does pay, arising out of

- a) any breach, violation or non-performance by the Contractor of any covenant, term or condition contained in this agreement;
- b) any personal injury, death, or property damage occurring as a consequence of any activity carried out by the Contractor in performing the Services including any matter or thing permitted or omitted (whether negligent or otherwise) by the Contractor, or any of its directors, officers, servants, agents, or subcontractors;

and the amount of that loss, damage, costs and liabilities shall be paid by the Contractor to the Province on demand; provided, however, that if any action or claim shall be brought against the Province in respect of which indemnity may be sought from the Contractor, under this subsection, the Province shall forthwith give notice to the Contractor of such action or claim and the Contractor may, subject to the Crown Proceedings Act, assume the defence thereof and the payment of all expenses.

## INSURANCE

19. The Contractor will, during the term of this contract provide, maintain and pay for insurance in such form and amounts and with such deductibles as may be acceptable to the Province, more particularly, comprehensive general liability insurance protecting the Province, the Contractor, his subcontractors, and their respective servants, agents, or employees (without any rights of cross-claim or subrogation against the Province) against claims for personal injury, death, property damage, products liability or third party or public liability, arising from the provisions by the Contractor, his subcontractors, and their respective servants, agents or employees of the Services, up to an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) inclusive of any one occurrence.
20. The Contractor will deliver to the Province from time to time, upon demand, copies of insurance policies required to be maintained by the Contractor and receipts or other evidence of payment of the insurance premiums for the aforesaid insurance policies.

## GENERAL CONSIDERATIONS

21. The parties will do such acts and things and execute and deliver such further and other documents and assurances as may be reasonably required for the purposes of carrying out the true meaning and intent of this agreement.

22. Time shall be of the essence of this agreement.
23. Any notice required to be given hereunder shall be delivered or mailed by prepaid registered mail addressed as follows and any such notice shall be deemed to be received 48 hours after mailing

a) to the Contractor:

Cypress Bowl Recreations Limited Partnership  
Box 91252  
West Vancouver, British Columbia  
V7V 3N9

Attention: Wayne Booth

with a copy to Bull, Housser & Tupper  
Barristers and Solicitors  
3000 - 1055 West Georgia Street  
Vancouver, British Columbia  
V6C 3A7

Attention: Grant Weaver

b) to the Province:

Mr. D. H. Eggen, District Manager  
Fraser Valley District  
Ministry of Lands, Parks and Housing  
Parks and Outdoor Recreation Division  
Box 10  
Cultus Lake, British Columbia  
VOX 1H0

or at such other address as either party may from time to time designate by notice in writing to the other.

24. This agreement shall be binding upon the parties and their respective successors and permitted assigns.
25. No provision of this agreement and no breach by the Contractor of any such provision will be deemed to have been waived unless such waiver is in writing signed by the Province.
26. The written waiver by the Province of any breach of any provision of this agreement by the Contractor will not be deemed a waiver of any subsequent breach of the same or any other provision of this agreement.

IN WITNESS WHEREOF the parties hereto have duly executed this agreement as of the date first above written.

SIGNED, SEALED AND DELIVERED by a duly )  
authorized representative of the Minister of )  
Lands, Parks and Housing on behalf of Her )  
Majesty the Queen in Right of the Province )  
of British Columbia in the presence of: )  
)  
)  
)

(Original Signed by Elizabeth King)

Barrister and Solicitor

Ministry of Attorney General

Parliament Buildings

Victoria, B.C.

Cypress Bowl Recreations Limited  
Partnership

(Original Signed by M. V. Collins)

Assistant Deputy Minister  
Parks & Outdoor Recreation Div.

Per:

(Original Signed by Wayne Booth, President)  
Cypress Bowl Recreations Ltd., its  
General Partner



This is SCHEDULE "A" to the Road Clearing Contract granted by the Provincial Government to Cypress Bowl Recreations Limited Partnership

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#### SERVICES

1. The Contractor shall, as that term is defined in the Permit, clear and remove snow and ice from the roads and parking lots described in Schedule "B" (hereinafter referred to as the "Road") so as to ensure safe and adequate vehicular access along the road during all such times as they may be open to the public.
2. The Contractor may close the Road in order to facilitate the performance of the Services and to ensure public safety at such times and for such duration as authorized by the Minister.
3. The Contractor shall, at his expense, repair any damage to the surface of the Road, subsurface of the Road and the curbs, signs, gutters, drain gates, culverts and catch basins on or near the Road caused by the Contractor in performing the Services and without restricting the generality caused when the Contractor fails to comply with paragraph 4 provided that the Contractor is not responsible to repair reasonable wear and tear and damage resulting from structural defect.
4. The Contractor shall not use or not cause to be used flanged vehicles on the Road surface and shall keep all catch basins free from snow, ice and sand during run-off in the Ski Season in order to prevent erosion and will remove any and all debris from culverts which the Permittee caused to be there in the carrying out of the Services.



SCHEDULE "B"

The road commencing at the outer boundary of the West Vancouver Municipal Yard and continuing northerly up to the Alpine Ski Area and Nordic Ski Area and including Hollyburn Parking Lot, Hollyburn Cabin Parking Lot and Hi-View Lookout Parking Lot as shown on Exhibit "A".

SCHEDULE "C"

Equipment Depreciation will be computed for the purposes of the definition of Actual Costs by using the rates set out in Table 1 and based on the following

- a) for equipment owned by the Contractor on November 1, 1986 and used by the Contractor to perform the Services, depreciation will be based on its fair market value as at November 1, 1986;
- b) for equipment that is purchased by the Contractor after November 1, 1986, it is generally appropriate for the services to be performed by it under this agreement, and is used to perform those Services, depreciation will be based on the purchase price paid by the Contractor for that equipment;
- c) the amount of depreciation included in the Actual Costs, will be multiplied by a fraction, the numerator of which is the hours that the equipment is used on the Services during a year and the denominator of which is the total hours that the equipment is used during that year.

"year" in paragraph (c) of this Schedule means the 12 consecutive months from

- a) November 1, 1986 or the latest anniversary of that date, as the case may be, in the case of equipment owned by the Contractor on November 1, 1986, and
- b) in the case of equipment purchased by the Contractor after November 1, 1986, the date of purchase of that equipment or the latest anniversary of that date, as the case may be.

TABLE ONE

## HEAVY EQUIPMENT OTHER THAN TRUCKS

YEAR FROM THE DATE OF PURCHASE, OR IN THE CASE OF EQUIP. PURCHASED BY A CONTRACTOR ON NOV. 1, 1986 FROM NOV. 1, 1986	WHERE AGE OF EQUIP. IS ONE YEAR OR UNDER AT NOV. 1, 1986 OR IF PURCHASED AFTER NOV. 1, 1986, AT DATE OF PURCHASE	WHERE AGE OF EQUIP. IS OVER ONE YEAR AT NOV. 1, 1986 OR IF PURCHASED AFTER NOV. 1, 1986, IS OVER ONE YEAR AT DATE OF PURCHASE	TRUCKS	
			WHERE AGE OF A TRUCK IS ONE YEAR OR UNDER AT NOV. 1, 1986 OR IF PURCHASED AFTER NOV. 1, 1986, AT DATE OF PURCHASE	WHERE AGE OF A TRUCK IS OVER ONE YEAR AT NOV. 1, 1986 OR IF PURCHASED AFTER NOV. 1, 1986, IS OVER ONE YEAR AT DATE OF PURCHASE

1	25%	30%	30%	40%
2	18%	20%	25%	35%
3	12%	20%	20%	25%
4	10%	15%	15%	
5	10%	15%	10%	
6	10%			
7	10%			
8	5%			

EXPLANATION

"Year" in this Table means any consecutive 12 month period.

## **B.C. MINISTRY OF TRANSPORTATION**

### **SA04 - LOCAL AREA SPECIFICATION #7**

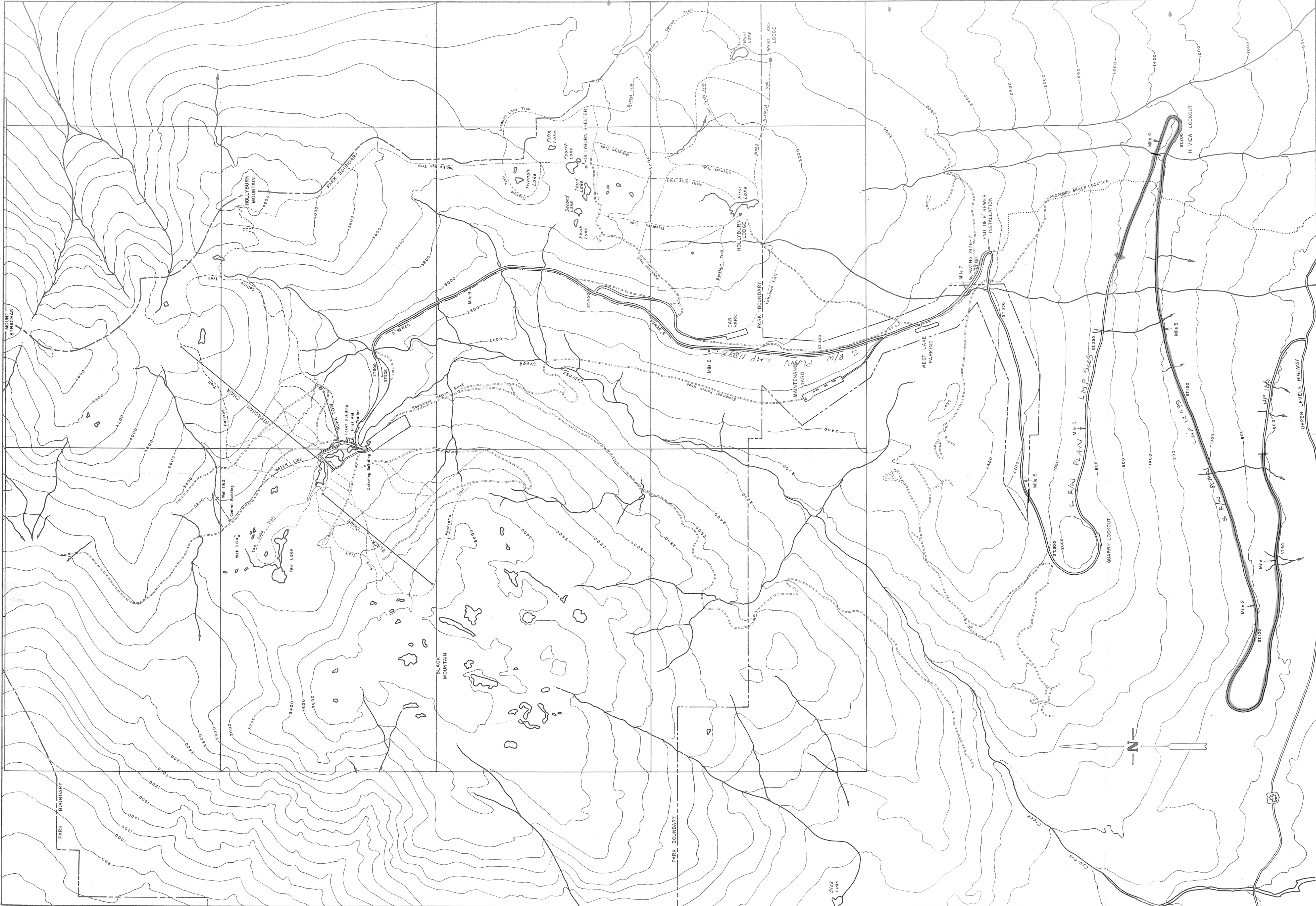
#### Cypress Bowl Road and Mt Seymour Road

Winter maintenance on Cypress Bowl Road from the West Vancouver Municipal Work Yard to the end of the road is performed by the private company running the ski lifts. The same applies to the full length of Mt Seymour Road. All other maintenance is the responsibility of the maintenance contractor.


#### Portion of Highway 1 eastbound that runs over the parkade where the Argyle Avenue Overpass used to be

The maintenance contractor is responsible for maintaining the surface of Highway 1 E/B that runs over the parkade. BC Ferries is responsible for maintaining the parkade.





GOVERNMENT OF BRITISH COLUMBIA



DEPARTMENT OF RECREATION & CONSERVATION

SURVEYED BY		SURVEY
SURVEY DATE		
CHECKED BY		
DESIGN BY		
CHECKED BY		PLANNING
APPROVED BY		
DATE		
DESIGN BY		
CHECKED BY		ENGINEERING
APPROVED BY		
DATE		
DESIGN BY		
CHECKED BY	M. J. Skene	DRAFTING
APPROVED BY		
DATE	Sept. 1976	
DESIGN BY		
		DATE
		REVISION
		No

PARK CYPRESS PROVINCIAL PARK

PROJECT

PROJECT No.

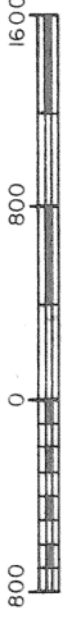
FILE No.

NEG. No.

SHEET OF

DWG. No.

SCALE IN FEET



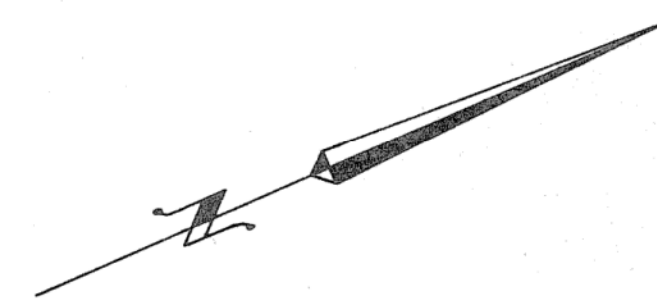


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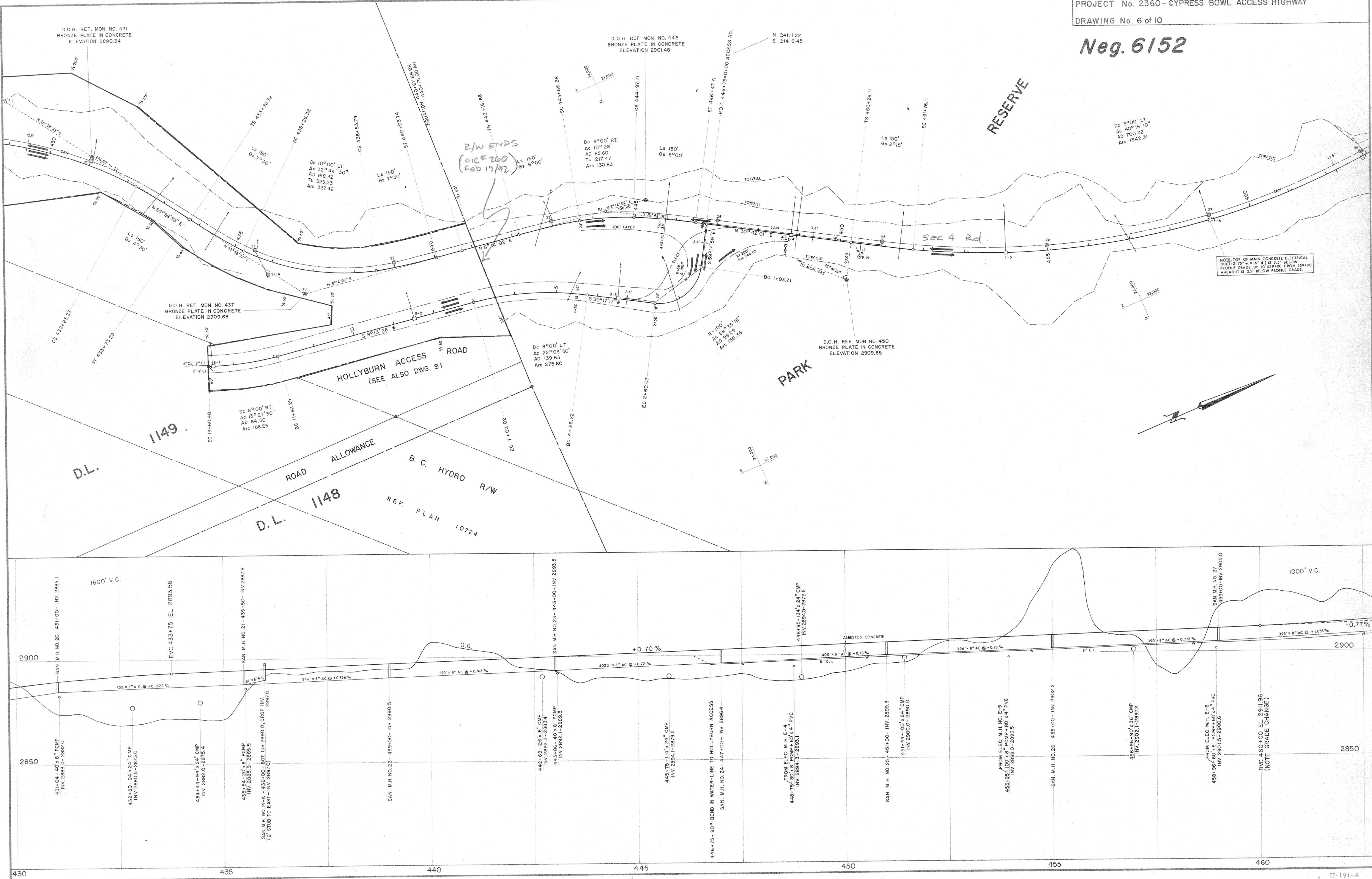
RESERVE

PARK

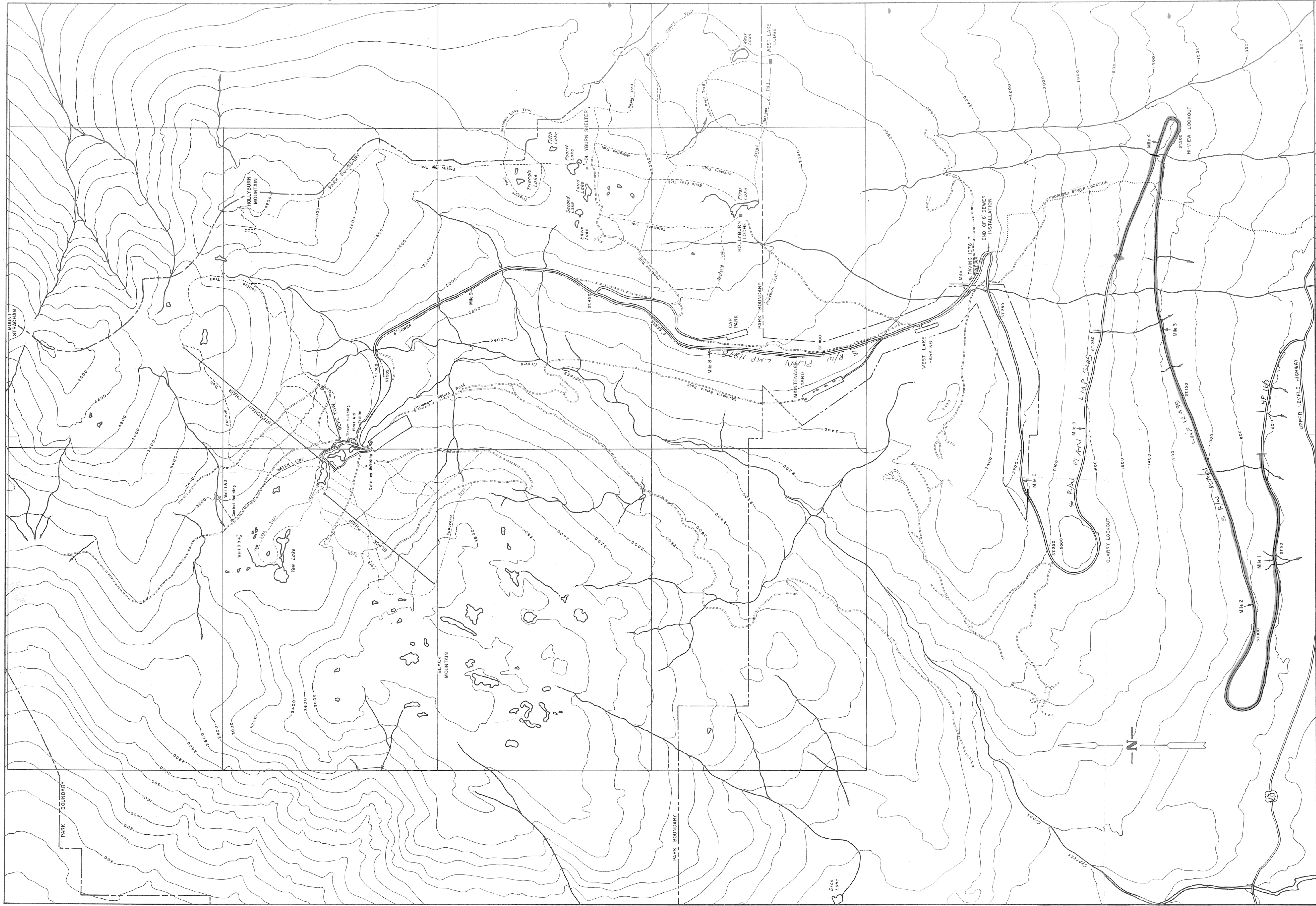
NOTE: TOP OF MAIN CONCRETE ELECTRICAL DUCT (21.75" x 16" x 11) IS 3.5' BELOW PROFILE GRADE, UP TO 459+00. FROM 459+00 AHEAD IT IS 2.5' BELOW PROFILE GRADE.




R/W ENDS  
(PIC# 260)  
(Feb 19/97)







GOVERNMENT OF BRITISH COLUMBIA



DEPARTMENT OF RECREATION & CONSERVATION

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PARK CYPRESS PROVINCIAL PARK

PROJECT

PROJECT No.

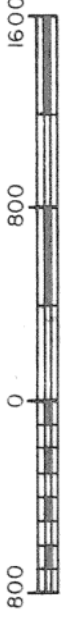
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SCALE IN FEET



CLASS A.

Nov 5 1994

B.C. MINISTRY OF TRANSPORTATION AND HIGHWAYS

Maintenance Standard

HIGHWAY SNOW REMOVAL

A. MAINTENANCE SERVICE

Highway snow removal will be performed by the Contractor as required on Highways to:

- a) clear snow and remove ice build-up from Travelled Lanes or Shoulders; and
- b) ensure Highways are kept smooth, safe and open to the travelling public;

in accordance with this Maintenance Standard.

B. SPECIFICATIONS

1. Performance Standard

- a) plowing will be performed to ensure that snow accumulations remain below the maximum allowable as set out in section C to the full width of the Travelled Lanes of the road surface within the response time (section C.1.a) consistent with the Highway Classification; and
- b) all loose snow and ice will be removed while plowing such that pavement surfaces or compacted surfaces are exposed. Compacted snow and ice will be removed from paved Highway surfaces as set out in section C.1.b).

2. Miscellaneous

- a) plow speeds will be such that snow is thrown well off the Travelled Lanes, except in Urban areas where plow speeds will be adjusted to minimize inconvenience and prevent damage to persons or property or both;
- b) if the air temperatures are within the effective range of the De-Icing Chemical during and after plowing of paved Highway surfaces, then spreading of De-Icing Chemicals will immediately follow plowing. On all Highway surfaces if temperatures are below the effective temperature range of the De-Icing Chemical being used, then Winter Abrasives will be applied as specified in the Maintenance Standard for Winter Abrasive and De-Icing Chemical Application;



- c) the Contractor will avoid depositing snow at driveways and other entrances and around intersections; and
- d) snowbanks will be kept to the outside Shoulder edge as set out in section C to ensure that any water created by thawing conditions can readily drain from Highway surfaces. When Winging, a stepped snow deposit will be retained to delineate the Highway, except at Drifting locations.
- e) serrated steel blades may be required to effectively remove ice build up from Highway surfaces;
- f) all efforts will be made to minimize damage to Highways or private property such as, but not limited to Signs, fences, Median and Roadside barrier, curbs, Bridge abutments and railings, lamp standards, etc. The Contractor, at its sole expense, will be responsible for repairing any damage to Highways or private property caused during plowing operations;
- g) Rest Areas, pull-outs, parking areas, Weigh Scales, and other areas designated by the Province to be kept open, will have the same priority as the adjacent Highways, as set out in section C;
- h) footpaths, walkways, bicycle paths and commonly used pedestrian accesses on Rights-Of-Way will be cleared of loose snow and ice within 48 hours after Travelled Lanes have been cleared on that Highway; and
- i) Overpasses and interchanges will be plowed so as not to throw snow onto underlying Highways or railways.

## C. SCHEDULING

### 1. Response Time

- a) Highway surface plowing
  - (i) Winter Class A, B, C and D Highways will have the Travelled Lanes surface plowed within 48 hours of the last measurable snowfall; and
  - ii) subject to section C.1.a)(i) the following table of maximum allowable total accumulations on each Highway Travelled Lane and maximum snow depths at which point plowing will have started, will determine response times by the Contractor during snow fall:

WINTER HIGHWAY CLASSIFICATION	SNOW DEPTH WHEN FLOWING WILL HAVE STARTED ON EACH HIGHWAY	MAXIMUM ALLOWABLE ACCUMULATION		
		One Lane Each Direction	Second Lanes	All Other Lanes
A	2.0 centimetres	4.0 cm	8.0 cm	12.0 cm
B	4.0 centimetres	6.0 cm	10.0 cm	16.0 cm
C	8.0 centimetres	10.0 cm	n/a	20.0 cm
D	12.0 centimetres	15.0 cm	n/a	n/a
E	20.0 centimetres	25.0 cm	n/a	n/a,

- Notes:
- to apply this Maintenance Standard, plowing routes and priorities will be established and the appropriate amount of equipment will be provided so that by starting to plow after a depth as shown in the second column, all the Highways of that Class within the Service Area will be plowed before the maximum accumulation depth is reached,
  - the Contractor will develop and follow a timetable for plowing school bus routes in consultation with the local school district to ensure optimum school bus service,
  - levels of service exceeding this Maintenance Standard may also be required where, due to terrain and climatic variations, snow accumulations will vary at any one time along a Highway,
  - any other work the Contractor may undertake independently, such as driveway plowing, must not compromise achievement of this Maintenance Standard or the Maintenance Standard for Winter Abrasives and De-Icing Chemical Application in any way; and

b) compacted snow or ice on pavement surfaces

The following table represents maximum periods of time from the end of measurable storm snowfall within which the removal of compacted snow or ice from paved Highway surfaces will be performed by the Contractor:

#### WINTER HIGHWAY CLASSIFICATION

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
48 hours	72 hours	7 days	21 days,

Notes: - the use of De-Icing Chemicals may be required if the temperatures are at or above the minimum effective temperature of the De-Icing Chemical being used and rising (see the Maintenance Standard for Winter Abrasive and De-Icing Chemical Application); and

#### c) Shoulder clearing

The following table represents maximum periods of time from the end of measurable snowfall within which snow clearing operations by the Contractor will have pushed snow and ice back beyond the Shoulder edge:

#### WINTER HIGHWAY CLASSIFICATION

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
4 days	6 days	10 days	24 days

Note: - notwithstanding the above, on Class A and B Highways at all Super-elevated curves or locations where the Shoulder edge is higher than the Travelled Lanes, snow and ice will be pushed fully back beyond the Shoulders edge within two days of the end of snowfall to prevent snowmelt drainage onto the pavement.

#### 2. Schedule/Annual Maintenance Services

Highway snow removal will be performed by the Contractor as required in accordance with the applicable response times set out in section C.1.

# B.C. MINISTRY OF TRANSPORTATION AND HIGHWAYS

## Maintenance Standard

### WINTER ABRASIVE AND DE-ICING CHEMICAL APPLICATION

#### A. MAINTENANCE SERVICE

Winter Abrasive and De-Icing Chemical application will be performed by the Contractor as required on Highways to maintain the Highways in a safe condition for the travelling public by eliminating hazardous, Slippery surface conditions in accordance with this Maintenance Standard.

#### B. SPECIFICATIONS

##### 1. Materials

All materials will be supplied and used by the Contractor as follows:

##### a) Winter Abrasive

The maximum allowable particle size for Winter Abrasive materials, and the mean Gradation limits for these materials when tested according to ASTM Designation C117, is as follows:

#### WINTER HIGHWAY CLASSIFICATION

		<u>Class A &amp; B</u>	<u>All Class C and Class D paved only</u>	<u>All Class D gravel Highways</u>
(i)	maximum particle size	12.5 mm	16 mm	19 mm, and
(ii)	metric screen size			
	19 mm	-	-	100
	16 mm	-	100	-
	12.5 mm	100	-	-
	9.5 mm	-	80-100	80-100

# WINTER HIGHWAY CLASSIFICATION

	<u>Class A &amp; B</u>	<u>All Class C and Class D paved only</u>	<u>All Class D gravel Highways</u>
4.75 mm	50-95	50-95	50-95
2.36 mm	30-80	30-80	30-80
0-600 mm	10-50	10-50	10-50
0-300 mm	0-25	0-25	0-25
0-075 mm	0-6	0-6	0-6

Note: - the figures shown under section B.1.a) (ii) represent the percent of material which passes that particular screen size; and

## b) Salt

Salt will conform to CGSB Specification 15-GP-9M "Sodium Chloride Pavement De-Icer" and be within the following Gradation limits for particle size:

<u>Screen</u>	<u>Percentage Passing</u>
12.0 mm	100
9.00 mm	90-100
4.75 mm	35-85
2.40 mm	15-55
1.20 mm	5-30
0.60 mm	0-10

c) other De-Icing Chemicals acceptable to the Province.

## 2. Performance Standard

### a) general

- (i) all Travelled Lanes will be kept free of Slippery conditions in accordance with the response times set out in section C.1.b),

- (ii) De-Icing Chemicals are to prevent the development of Slippery surfaces while Winter Abrasives are to provide improved traction on an already Slippery surface. Winter Abrasives will be applied regardless of temperatures if surface conditions are Slippery; and
  - (iii) all compact snow and ice will be removed from paved Highway surfaces, as set out in section C, if temperatures are within the effective temperature range for the De-Icing Chemical used;
- b) Winter Abrasive will be applied on Slippery, unsafe and icy sections on all Highways at the following rates:

<u>DESCRIPTION</u>	<u>APPLICATION RATE</u>
(i) re-applications on Slippery or icy surfaces	500 kilograms per two-lane kilometre (light),
(ii) initial continuous application or for compact snow, ice or freezing rain except on hills over 5% and on curves.	700 kilograms per two-lane kilometre (medium),
(iii) initial application on hills over 5% and on curves.	1000 kilograms per two-lane kilometre (heavy), and
(iv) the spreading of Winter Abrasives will not stop in the middle of a curve, halfway up a hill or at the location of any other Highway hazard; and	

c) De-Icing Chemical

A heavy application of Salt as specified below is required to melt packed snow and ice after a snowfall but a much lighter application can be used to prevent ice and snow accumulations from sticking initially by allowing a brine of Salt and water to form on the pavement surface. Therefore, Salt will be applied before a snowfall, if the temperature is minus 6° Celcius or above, as a preventive measure instead of as an after-the-fact treatment. Heed should be paid to weather forecasts so that applications are well timed. The following minimum application rates will be used:

	<u>DESCRIPTION</u>	<u>APPLICATION RATE</u>
(i)	light application surface temperature near freezing with light snow or sleet, or to prevent Black Ice	60 kilograms per two-lane kilometre (approximately 1/20 cubic metre)
(ii)	average application early in day with surface temperature $-4^{\circ}$ Celcius and rising; conditions with snow, sleet or freezing rain	85 kilograms per two-lane kilometre (approximately 1/14 cubic metre)
(iii)	heavy application early in day with surface temperature $-4^{\circ}$ Celcius and stable or $-6^{\circ}$ Celcius and temperature rising or late in day with surface temperature $-4^{\circ}$ Celcius and rising; accumulation of packed snow or ice on Highway surfaces	130 kilograms per two lane kilometre (approximately 1/9 cubic metre)
(iv)	the effect of any De-Icing Chemical is dependent on pavement temperature. If the temperature, when using Salt, is not minus $6^{\circ}$ Celcius or above then a Winter Abrasive material must be used to prevent Slippery surface conditions, and	
(v)	de-icing will not be performed using Salt under the following circumstances:	
	<ul style="list-style-type: none"> <li>- if pavement temperature is below minus <math>4^{\circ}</math> Celcius, if air temperature is below minus <math>6^{\circ}</math> Celcius or if temperatures are falling, and/or</li> <li>- if pavement is dry and snow is Drifting or blowing off.</li> </ul>	

### 3. Methods

Automated equipment with electronic spreader and hydraulic controls will be used to spread materials at controlled application rates.

#### a) Winter Abrasive application

- (i) Winter Abrasives will be spread in a band of three or four metres in width, keeping the vehicle in a position to apply Winter Abrasive to both lanes of a two-lane Highway,



- (ii) spinners will be shut off when meeting approaching traffic except on curves or hills as described in section B.2.a) (i), and C.1.b) (i) and
- (iii) speeds while spreading Winter Abrasives will be kept low enough that Winter Abrasives will not be distributed beyond the Travelled Lanes; and

b) De-Icing Chemical application

- (i) Salt will be spread in a two metre wide strip if removing compact snow and ice, so the melting brine can spread laterally across the pavement,
- (ii) Salt will be spread in a strip of at least 2 metres wide if applying before snowfall or for Black Ice removal, and
- (iii) Salt will be spread on the high side of Superelevated curves so that the melting brine can spread across the full pavement width.

4. Miscellaneous

- a) pavement surface and air temperature sensing thermometers will be used to determine the difference in temperature between the air and the paved surface when deciding whether to use De-Icing Chemicals or Winter Abrasives. After prolonged cold spells, surface temperatures may be cooler than air temperatures, lagging the change in air temperature by a day or two,

Note: - chemical applications early in the day can take advantage of the normal warming daytime trend. In addition, the action of the sun and traffic helps Salt work by increasing the temperature and by mixing actions;

- b) additional winter patrols for inspection of Highway surface conditions will be required to ensure Travelled Lanes are not Slippery. Slippery conditions or icing may occur at shaded Highway sections, Overpasses and Bridge Decks, particularly at night. Patrol vehicles will be prepared to deal with conditions when detected, by carrying Winter Abrasive or De-Icing Chemical;
- c) pre-snowfall or early snowfall application will greatly reduce snow and ice removal operations later due to the brine layer on the pavement. This will help to ensure that no Black Ice forms on the pavement surfaces;
- d) curves, hills, school zones, intersections and Bridge Deck locations will be given priority response; and



- e) sufficient stockpiles of Winter Abrasive and De-Icing Chemical materials will be maintained by the Contractor at all times prior to and throughout the winter season, to meet ongoing requirements.

C. SCHEDULING

1. Response Time

a) De-Icing Chemical application

- (i) to prevent Black Ice and for pre-snowfall application

When temperatures are near-zero and falling and pavements are wet or when storm snowfalls are forecast or are just starting, the Contractor will use De-Icing Chemicals. The following are maximum response times for De-Icing Chemical applications by the Contractor on paved Highway surfaces:

WINTER HIGHWAY CLASSIFICATION

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
90 minutes	3 hours	5 hours	not applicable

- (ii) to remove compact snow and ice on paved surfaces

After snowfalls have ended and plowing operations on the Travelled Lanes have been completed, paved Highway surfaces will be treated by the Contractor with De-Icing Chemicals within the following maximum response times to remove any compacted snow or ice remaining:

WINTER HIGHWAY CLASSIFICATION

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
initial application	8 hours	24 hours	4 days	12 days
completely bare	48 hours	72 hours	7 days	21 days

Notes: - the above response times are for temperature conditions at or above minus 6° Celcius minus (- 6° Celcius) and rising when using Salt. If another De-Icing Chemical approved by the Province is used then its minimum effective temperature will apply. Otherwise Winter Abrasives will continue to be applied in accordance with section C.1.b),

- notwithstanding the foregoing if Black Ice or Slippery conditions are encountered during patrols, immediate application of Winter Abrasives or De-Icing Chemicals will be undertaken, and

b) Winter Abrasive application to provide traction on Slippery surfaces

During and after snowfalls any Slippery Highway surface conditions will be treated by the Contractor with Winter Abrasives within the following maximum response times from initial detection by or from notification to the Contractor:

WINTER HIGHWAY CLASSIFICATION

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
(i) <u>during snowfall</u>				
- hills over 5% gradient (one lane each direction)	60 minutes	90 minutes	2 hours	4 hours
- curves under 60 kilometres per hour	60 minutes	90 minutes	2 hours	4 hours
- school zones & intersections	90 minutes	2 hours	3 hours	6 hours
- other locations	2 hours	3 hours	4 hours	8 hours
(ii) - <u>freezing rain</u> (all locations)	2 hours	3 hours	5 hours	6 hours

# WINTER HIGHWAY CLASSIFICATION

	A	B	C	D
(iii) <u>Black Ice</u>				
- All locations	2 hours	3 hours	5 hours	6 hours
(iv) <u>after snowfall</u>				
- all hills (all lanes)	5 hours	8 hours	24 hours	48 hours
- all curves	5 hours	8 hours	24 hours	48 hours and
- all other locations	24 hours	36 hours	72 hours	as required

- Notes:
- notwithstanding the foregoing, if Black Ice or Slippery conditions are encountered during patrols immediate application of Winter Abrasives or De-Icing Chemicals will be undertaken,
  - this Maintenance Standard, in particular, is to be performed by the Contractor in conjunction with the Maintenance Standard for Highway Snow Removal.

## 2. Schedule/Annual Maintenance Service

Winter Abrasive and De-Icing Chemical application will be performed as required by the Contractor in accordance with the applicable response times set out in section C.1.

B.C. MINISTRY OF TRANSPORTATION AND HIGHWAYS

Maintenance Standard

COMPACT SNOW ROAD MAINTENANCE

A. MAINTENANCE SERVICE

Compact snow surface grading will be performed by the Contractor as required on all gravel Highways, Highway 37 north of Meziadin, and on the Atlin Highway, to maintain the Highway surface in a smooth, safe condition in accordance with this Maintenance Standard.

B. SPECIFICATIONS

1. Performance Standard

- a) compact snow surface will be maintained in a smooth and safe and condition with the compact thickness not exceeding 40 mm ensuring no damage to the underlying surface; and
- b) during storm free periods it may be necessary to roughen the compact surface periodically to provide traction and ensure that Winter Abrasive applications remain on the surface.

C. SCHEDULING

1. Response Time

The following are maximum response times by the Contractor for the completion of grading of the surface conditions indicated from initial detection by or notification to the Contractor:

HIGHWAY CLASSIFICATION

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
a) thickness of the compact surface will not exceed 40 mm	48 hours	48 hours	48 hours	48 hours
b) Pot hole (average more than 1 per 25 metres of road) exceeding 30 mm depth)	24 hours	24 hours	48 hours	7 days
c) Rutting in excess of 25 mm	7 days	7 days	7 days	7 days
d) smooth polished compact surface requiring continuous application of Winter Abrasives to maintain a safe surface	24 hours	24 hours	48 hours	7 days

3. Schedule/Annual Maintenance Services

Compact snow surface grading will be performed in accordance with response times set out in section C.1.

B.C. MINISTRY OF TRANSPORTATION AND HIGHWAYS

Maintenance Standard

ROADSIDE SNOW AND ICE CONTROL

A. MAINTENANCE SERVICE

Roadside snow and ice control will be performed by the Contractor as required on Highways to:

- a) prevent snow from drifting onto Highways;
- b) remove snow and ice from sidewalks, stairways and walkways on Highways and sidewalks on Bridges;
- c) clear snow accumulations from intersections, Medians and around Signs;
- d) remove overhanging ice or snow from rock faces, tunnel walls, Bridges and all other overhead features; and
- e) remove snow and ice from cattleguard structures;

in accordance with this Maintenance Standard.

B. SPECIFICATIONS

1. Material

All material will be supplied and used by the Contractor as follows:

- a) Winter Abrasive materials and De-Icing Chemicals will be required to provide traction in Slippery conditions and to remove ice. See the Maintenance Standard for Winter Abrasives and De-Icing Application; and
- b) snow fencing materials, either wooden slats or plastic.

2. Performance Standard

- a) prevention of drifting snow
  - (i) snow fences will be erected before winter in Drifting problem areas to eliminate the development of snow drifts on the Highway, and

- (ii) in conjunction with snow fences, Snow Berms are an effective means to prevent Drifting. With heavy snowfall accumulations exceeding one metre in depth, snow will have to be plowed from behind the snow fences to form trenches to catch blowing snow;

Note: The Contractor will be responsible to obtain permission for snow fence or Snow Berm erection from private landowners when necessary.

b) removal of snow and ice on sidewalks

- (i) on sidewalks, stairways and walkways on Highways, Bridges, pedestrian Overpasses and those leading to pedestrian tunnels, all loose snow, and ice will be removed after Highway plowing operations,
  - (ii) the Contractor will maintain sidewalks and walkways in a safe condition free of ice and snow including Winter Abrasive application on grades over 5 per cent so that pedestrians may safely use the sidewalk or walkway,
  - (iii) a minimum of 75% of the sidewalk width on Bridge structures will be cleared. Areas constricted by the structure to one metre or less in width will be cleared full width, and
  - (iv) all snow is to be removed from overhead structures in a manner that will not endanger vehicles, pedestrians, property, railways or other facilities below. If snow removal is restricted, the snow will be loaded from the structure and be disposed of in an appropriate location;
- c) snow accumulations and ice deposits on top of Median barriers or Bridge railings in excess of 30 cm will be removed;
- d) snow accumulations and ice deposits which may include but not be limited to overhead Signs, Bridges, and rock cuts that may present a hazard to the motoring public will be dealt with immediately;
- e) where snow has been piled high enough to restrict Sight Distance at intersections, on Medians or around Signs, the snow will be cleared immediately following snow plowing operations on the Highway;
- f) ice on rock and tunnel walls and faces overhanging the Highway will be removed to prevent glaciation which could encroach onto Highway surfaces, and to prevent damage or injury to persons or, property by ice falls; and

- g) cattleguards will be kept clear of snow and ice to a minimum depth of 4.5 cm measured from the top of the cattleguard to prevent cattle or livestock from leaving the confined area.

### 3. Miscellaneous

De-Icing Chemicals will be used in removing ice buildup at or above the effective temperature range of the product being used.

## C. SCHEDULING

### 1. Response Time

- a) the following are maximum response times for the clearing of snow and ice on the Highway facility noted, by the Contractor, from the time adjacent Highway snow plowing operations have finished:

#### HIGHWAY CLASSIFICATION

		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
(i)	Bridge sidewalks	24 hours	24 hours	24 hours	not applicable	not applicable
(ii)	pedestrian Overpasses	24 hours	24 hours	24 hours	not applicable	not applicable
(iii)	sidewalks, walkways and sidewalk approaches to structures	36 hours	36 hours	36 hours	72 hours	not applicable
(iv)	intersections and Medians	48 hours	72 hours	8 days	12 days	20 days and
(v)	Sight Distance obstructions	72 hours	5 days	8 days	12 days	20 days



- b) snowfences will be installed once annually before the first snowfall. Snow Berms will be established once sufficient snow has fallen. The maintenance of snowfences and Snow Berms will be performed in accordance with the Performance Standards set out in section B.2 a);
- c) ice and snow overhanging the Highway will be removed within 8 hours from the time first detected by or reported to the Contractor; and
- d) snow and ice will be removed from cattleguards within 8 hours from the time first detected by or reported to the Contractor.
- e) where a Sight Distance obstruction is at an intersection of Highways of different Classifications the response time will be that of the higher Classification.

2. Schedule/Annual Maintenance Services

Roadside snow and ice control will be performed as required by the Contractor in accordance with the applicable response time set out in section C.1.

**FAX**

To: EDDIE WOOD  
 At: Mt. Seymour  
 Fax No.: 986-2267  
 No. of Pages: 13  
 From: Bobby Soren  
 Date: Info as discussed  
 Company: includes Accident  
 Fax No.: Response & Traffic  
 Comments: Control Standards

**B.C. MINISTRY OF TRANSPORTATION AND HIGHWAYS****Maintenance Standard****HIGHWAY ACCIDENT RESPONSE****A. MAINTENANCE SERVICE**

The Contractor will respond to Highway accidents as required to:

- a) provide traffic control and restore traffic movement;
- b) contain Highway spillage;
- c) establish and record accident and vandalism information;
- d) repair damage to Highways from accidents and vandalism; and
- e) remove vehicles, cargo or Debris as necessary;

within one or more of the following groups of maintenance activities and in accordance with this Maintenance Standard.

**1. Routine Maintenance Services**

The Contractor will respond to and repair the damage caused by all accidents on Highways that constitute or have the potential to create unsafe conditions for the traveling public and other Highway users. The Contractor will also maintain effective and timely communication links with members of the public, regulatory agencies, police authorities and the Province.

**2. Preventative Maintenance Services**

There are no Preventative Maintenance Services requirements for Highway accident response within this Maintenance Standard.

**3. Annual Maintenance Services**

There are no Annual Maintenance Services requirements for Highway accident response within this Maintenance Standard.

## **B. SPECIFICATIONS**

### **1. Materials**

- The Contractor will supply and use all materials required to contain and clean up spills on the Highway.

### **2. Performance Standards**

- a) The Contractor will be prepared for and respond to accidents on Highways by:
  - (i) providing traffic control in accordance with the Maintenance Standard for Highway Traffic Control;
  - (ii) immediately communicating incidents involving Highway closures to the Province for public announcement;
  - (iii) containing any spillages on Highways in conjunction and cooperation with regulatory agencies, police authorities and the Province;
  - (iv) removing vehicles from the Right-Of-Way as necessary (where this service is not provided by others);
  - (v) providing traffic control and cargo and Debris removal as necessary to assist investigation by authorities; and
  - (vi) disposing of Debris as directed by the Province.
- b) The Contractor will repair any damage to Highways caused by accidents or vandalism in accordance with the Maintenance Standard for the applicable damaged part of the Highway and will:
  - (i) keep records of all associated costs such as vehicle, cargo, and Debris removal from the Right-Of-Way
  - (ii) keep records of traffic control to assist investigation by regulatory agencies, police authorities and the Province; and
  - (iii) complete a "Damage to Government Property Report" in the form established by the Province, as may be amended from time to time, and forward that form to the Province.

c) In the event of a spill on or adjacent to a Highway involving Dangerous Goods as defined in Schedule 2 of the Transportation of Dangerous Goods Act and Regulations, the Contractor will ensure the safety of the traveling public, other Highway users and its employees. The procedure is as follows:

- (i) The Contractor will cause its employees to park up wind a minimum of 1000 metres from the spill and shut off the vehicle engine.
- (ii) The Contractor will alert the Province, police, and Provincial Emergency Program personnel.
- (iii) Until the hazard and/or material is identified, and appropriate actions determined in accordance with the hazard, the Contractor will close and keep the Highway closed, within a minimum of 1000 metres from the spill. The Contractor will call for local assistance (eg. Provincial Emergency Program, fire department, police, ambulance service) as the situation requires to identify the material and respond to the emergency. The Contractor's field personnel and field supervisors will be trained in accordance with existing regulations for Dangerous Goods material identification and risk assessment. The Contractor will respond as appropriate.

Note: Transport Canada's Response and Operations Division operates CANUTEC to provide a 24 hour Dangerous Goods reference, data bank and expert assistance service (phone Area Code 613996-6666 collect).

(iv) If an explosion is possible, the Contractor will evacuate the area within not less than 1000 metres, or more if warranted by risk of explosion, in all directions of the site.

(v) The Contractor will establish and record information as follows:

- A. - type of terrain (include ditch, creek, river, lake, etc.),
- B. - wind direction,
- C. - name of shipper and point of origin,
- D. - name of carrier, type of vehicle and identification markings (license number, tractor and trailer(s) unit numbers, placard number),
- E. - name of consignee and destination, and

F. - shipping document numbers, if any.

- d) For traffic accidents, photographs and diary notes of Highway conditions and location(s) will be forwarded if requested, to the Province by the Contractor if the Contractor attended the site.

### 3. Methods

### 4. Miscellaneous

- a) The handling, offering for transport and transporting of dangerous goods by the Contractor will be in accordance with the Transportation of Dangerous Goods Act 1985, and Regulations.
- b) Attendance by others does not relieve the Contractor from its obligations under this Maintenance Standard.
- c) Where attendance by the Contractor is required under this Maintenance Standard, the Contractor will remain on site until normal traffic flow is restored in all directions.

## C. SCHEDULING

### 1. Routine Maintenance Services

The Contractor will perform Highway accident response in accordance with this Maintenance Standard.

- a) The Contractor will immediately respond as set out in section B.1 of this Maintenance Standard commencing from the time first detected by or notified to the Contractor that an accident has occurred on Highways.
- b) Photographs and diary notes of Highway accidents will be forwarded by the Contractor to the Province within 72 hours of the Highway accident if requested by the Province.
- c) Fatal Highway accidents will be reported by the Contractor to the Province commencing immediately upon detection by, or notification to, the Contractor.

- d) Repairs to damaged Highway facilities, in accordance with the appropriate Maintenance Standard(s) for the damaged part of the Highway, will be commenced immediately by the Contractor if such damage restricts traffic movement in any way. Any other repairs will be completed by the Contractor in accordance with the appropriate Maintenance Standard(s).
- e) The Contractor will complete a "Damage to Government Property Report", in a form established by the Province, if damage has occurred to the Highway or its facilities and will forward photographs of the damage to the Province within 7 days of the accident or act of vandalism.

2. Preventative Maintenance Services

Not applicable.

3. Annual Maintenance Services

Not applicable.



## B.C. MINISTRY OF TRANSPORTATION AND HIGHWAYS

### Maintenance Standard

### HIGHWAY TRAFFIC CONTROL

#### A. MAINTENANCE SERVICE

The Contractor will perform Highway traffic control as required on Highways and Bridges to:

- a) minimize interruptions to the flow of traffic;
- b) maintain safe conditions for the traveling public, other Highway users and maintenance personnel, while minimizing work stoppages; and
- c) advise affected traffic of duration and cause of the delay;

within one or more of the following groups of maintenance activities and in accordance with this Maintenance Standard.

#### 1. Routine Maintenance Services

The Contractor will carry out all traffic control required in response to a specified condition or event on the Highways, required in conjunction with other maintenance activities, or required for traffic management through operation of Counterflow Devices and lane control systems in order to protect the traveling public and other Highway users from situations that constitute or have the potential to create unsafe conditions.

#### 2. Preventative Maintenance Services

There are no Preventative Maintenance Services requirements for Highway Traffic Control within this Maintenance Standard.

#### 3. Annual Maintenance Services

There are no Annual Maintenance Services requirements for Highway Traffic Control within this Maintenance Standard.

## **B. SPECIFICATIONS**

### **1. Materials**

The Contractor will supply and use traffic control devices and materials such as Signs, cones, barricades, Flashing Arrow Boards, radios, yellow warning lights and paddles in accordance with the Traffic Control Manual for Work on Roadways and other Sign Manuals.

### **2. Performance Standard**

The Contractor will perform traffic control as required to maintain the Highways and control traffic in a safe condition for the traveling public, other Highway users and working personnel. The Traffic Control Manual for Work on Roadways will be the primary reference source for information on the placement and use of traffic control devices and for traffic control procedures to maintain the optimum movement of traffic; the Traffic Control Manual for Work on Roadways will, however, be used in conjunction with the other Sign Manuals.

#### **a) traffic control necessary for Highway hazards**

##### **(i) natural hazards:**

- A.** The Contractor will perform preemptive closures upon detection by or notification to the Contractor of a potential hazard. Examples of these are snow avalanches, rockfalls, Debris torrents and floods/washouts.
- B.** The Contractor will perform traffic control for hazards that affect the safety of the traveling public and other Highway users which cannot be immediately repaired in accordance with the Traffic Control Manual for Work on Roadways. Signs will be used to warn approaching traffic of the nature of the hazard and the hazard will be delineated using traffic control devices until the hazard is eliminated; the Contractor will delineate hazards left overnight with appropriate yellow warning lights (as defined in the Traffic Control Manual for Work on Roadways). Examples of these hazards are Shoulder failures, Debris on the Highway, washouts and Pot-Holes.

##### **(ii) incomplete work:**



The Contractor will perform traffic control for hazards created by incomplete maintenance due to the operations of the Contractor in accordance with the Traffic Control Manual for Work on Roadways. Signs will be used to warn approaching traffic of the nature of the hazard and the hazard will be delineated using traffic control devices; the Contractor will delineate hazards left overnight with appropriate yellow warning lights (as defined in the Traffic Control Manual for Work on Roadways). Examples of these hazards are uneven pavement, oil on the pavement surface, insufficiently cured or hardened concrete, and Shoulder repairs.

b) traffic control for working personnel and equipment

The Contractor will perform traffic control in accordance with the Traffic Control Manual for Work on Roadways and as follows:

- (i) Whenever lane closures reduce a two-way road to a single lane, a traffic control person will be used to control traffic whenever traffic volume exceeds 100 vehicles per hour, counted in both directions.
- (ii) continuously slow moving operations:
  - A. This refers to any vehicle performing work, except for snow and ice plowing and Winter Abrasive and/or De-Icing Chemical application, in a traffic lane while traveling 25 kilometres per hour or less and where the traffic flow in one lane only is disturbed. Examples of this are mowers, flusher trucks and mobile brooms in operation.
  - B. The Contractor will use a Shadow Vehicle and associated traffic control devices in accordance with the Traffic Control Manual for Work on Roadways on all Class 1-3 Highways, except that the Contractor will use traffic control persons and/or other traffic control procedures in accordance with the Traffic Control Manual for Work on Roadways where the use of a Shadow Vehicle would be hazardous because of poor alignment, gradient or other Sight Distance obstruction; and the Contractor may use traffic control persons and/or other traffic control procedures in accordance with the Traffic Control Manual for Work on Roadways where the traffic flow in one lane only is obstructed on short or isolated sections along a particular Highway; these

exceptions will be as determined by the Contractor and approved in writing by the Province.

- C. The Contractor will perform traffic control on Class 4-7 Highways in accordance with the Traffic Control Manual for Work on Roadways or as determined by the Contractor and approved in writing by the Province.
- c) The Contractor will perform traffic control for complete closures of Highways in accordance with the Traffic Control Manual for Work on Roadways. The Contractor will obtain prior approval of the Province before initiating a closure.
- d) counterflow traffic lane changing:

The Contractor will perform counterflow lane changes at specific sites to aid traffic movement when traffic flow in one direction stops and backs up to a prescribed point as follows:

(i) Lion's Gate Bridge and Stanley Park causeway:

- A. When southbound Bridge traffic from the west backs up onto the Capilano Bridge or when southbound Bridge traffic from the east backs up onto Marine Drive, the Qualified Console Operator in the Lion's Gate control tower will provide two southbound lanes in accordance with the Maintenance Standard for Bridge/Tunnel Monitoring Services. When traffic in the northbound direction backs up to the Denman Street intersection then the Qualified Console Operator in the Lion's Gate control tower will provide two northbound lanes in accordance with the Maintenance Standard for Bridge/Tunnel Monitoring Services.
- B. In the event of traffic backed up on both the north and south approaches, the Qualified Console Operator in the Lion's Gate control tower will alternate the direction of traffic in the centre lane as directed by the Province and in accordance with the Maintenance Standard for Bridge/Tunnel Monitoring Services until conditions return to normal.

(ii) George Massey tunnel:

- A. Counterflow lane changing will be performed, Monday through Friday, except statutory holidays.
- B. A morning counterflow providing a third northbound lane will be installed no later than 0600 hours and will be completely removed no later than 0900 hours and no earlier than 0815 hours unless otherwise directed by the Province.
- C. An afternoon counterflow providing a third southbound lane will be installed no later than 1530 hours and will be removed no earlier than 1800 hours unless otherwise directed by the Province.

Notes: - The operation procedure is as outlined in the Counterflow Operations Manual and the attached "Personnel and Vehicle Requirements".

- The Contractor will complete a daily driving inspection of the lane control system components as defined in the Counterflow Operations Manual, during both normal operation and counterflow (a.m. and p.m.). All system components will be inspected on a weekly basis.

(iii) Okanagan Lake Bridge:

- A. The Contractor will provide counterflow lane changing from the movable Bridge control booth in accordance with the "Operating Schedule" attached to this Maintenance Standard for inbound/outbound lane changes.
- B. The Contractor will perform procedures for the operation of lane lighting, procedures to follow in the event of traffic accidents and procedures to follow in the event of power failures as directed by the Province.

e) traffic control gates:

The Contractor will operate traffic control gates at specific sites to aid traffic movement during peak traffic flow as follows:

(i) Oak Street Bridge control gates:

These control gates will be operated, to regulate or meter the merging traffic from the Sea Island Way northbound on ramp with the Shoulder lane traffic on Highway 99, as directed by the Province.

(ii) Oak Street Bridge transit queue jump gates:

The gate on the St. Edwards ramp connection will be closed to allow only transit buses to use the ramp as their queue jump, as directed by the Province.

(iii) Patullo Bridge north approach:

The gate on the Columbia Street on ramp will be closed at 1600 hours and re-opened at 1800 hours or as directed by the Province.

f) intersection lane closure:

The Contractor will provide traffic control for intersection lane closures in accordance with the Traffic Control Manual for Work on Roadways or as directed by the Province.

g) traffic control for snow avalanche related road closures and minor delays:

- (i) The Contractor will operate snow avalanche barrier gates for traffic control as specified in the Maintenance Standard for Snow Avalanche Response.
- (ii) Standard Signs, hazard markers and flashing hazard warning lights must be used in conjunction with the snow avalanche barrier gates as specified in the Maintenance Standard for Snow Avalanche Response.
- (iii) The Contractor is responsible for maintenance of the Signs, snow avalanche barrier gates and turnarounds as specified in the Maintenance Standard for Snow Avalanche Response and in the Maintenance Standard for Signs and Delineation Maintenance.

### 3. Methods

The placement and conduct of traffic control persons in a work area will be in accordance with the Traffic Control Manual for Work on Roadways.

### 4. Miscellaneous

- a) Where traffic flow is restricted due to the operations of the Contractor such that the delay in normal travel through the work area exceeds 20 minutes, the Contractor will adjust the operations or terminate work until traffic volume eases.

Notes: - portable lane control signals:

Portable lane control signals, which are usually battery operated, may be used as an alternative to traffic control persons on two lane two-way Highways where traffic is restricted to single lane operation. The use of portable traffic signals must have prior written approval by the Province and be in accordance with the Traffic Control Manual for Work on Roadways. The Contractor will be required to monitor traffic flows and adjust the timing to ensure optimum traffic flow and safety.

- temporary traffic control signals:

Temporary traffic control signals may be erected with prior approval by the Province for construction or maintenance activities such as a temporary crossing, truck access or one-way Bridge operation. The design and timing of temporary signals will receive prior written approval of the Province and will comply in all respects with Sections 131 to 138 of the Motor Vehicle Act, and Section 23.09 of the Regulations pursuant to the Motor Vehicle Act.

- b) The Contractor will maintain and relocate snow avalanche barrier gates, as directed by the Province.



## **C. SCHEDULING**

### **1. Routine Maintenance Services**

- a) For Highway obstructions caused by slides, washouts, snow avalanches or other hazards endangering the safety of the traveling public, the Contractor will initiate traffic control commencing immediately from the time first detected by or reported to the Contractor.
- b) For closures due to snow avalanche hazards, avalanche control operations, or target registration, the Contractor will initiate traffic control commencing immediately from the time first detected by or reported to the Contractor.
- c) The Contractor will remove snow and/or ice inhibiting the operation of snow avalanche barrier gates, as necessary, to ensure continuous access to and use of the snow avalanche barrier gates at all times.

### **2. Preventative Maintenance Services**

Not applicable.

### **3. Annual Maintenance Services**

Not applicable.

08-745

PLAN LMP12499

REF: BG-333363  
Deposited in the Land Title Office  
at New Westminster, B. C.  
this 16 day of Sept., 1993

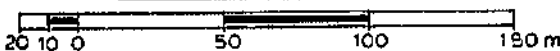
*[Signature]*  
Assistant Deputy Registrar

BOOK OF REFERENCE			
LOT	PORTION LYING EAST OF BLOCKS B AND C, PLAN 2056	PLAN	AREA
			9.13 ha.
9		2056	809 m²
10		2056	0.313 ha.
11		2056	0.312 ha.
12		2056	0.312 ha.
13		2056	0.312 ha.
14		2056	0.311 ha.
15		2056	681 m²
3		2056	0.215 ha.
4		2056	0.312 ha.
5		2056	0.312 ha.
6		2056	0.312 ha.
7		2056	0.313 ha.
3		2056	235 m²
4		2056	0.313 ha.
5		2056	0.314 ha.
6		2056	0.277 ha.
10		2056	0.315 ha.
11		2056	0.315 ha.
12		2056	0.315 ha.
13		2056	0.315 ha.
14		2056	499 m²
'A'		R.P. 1773	2.70 ha.
'B'		R.P. 2421	0.425 ha.
	S.W. 23.5 Acres		1.51 ha.
'A'		R.P. 1465	0.426 ha.
		1598	0.771 ha.
		1598	0.389 ha.
		1598	966 m²
		1598	1.29 ha.
		1598	0.277 ha.
		1598	1.29 ha.
'A'		R.P. 1141	1.30 ha.
		1598	0.892 ha.
			2.14 ha.
'C'		R.P. 6497	0.662 ha.
'F'		EX.R3383	0.754 ha.
	E. 3/4 of E. 1/2 of W. 1/2		2.33 ha.
'E'		R.P. 1160	0.984 ha.
	E. 1/2 of W. 1/4 of E. 1/2		1.16 ha.
	W. 1/2 of E. 1/4 of W. 1/2 of E. 1/2		0.711 ha.
	E. 1/2 of E. 1/4 of W. 1/2 of E. 1/2		0.141 ha.
	W. 1/2 of E. 1/2 of W. 1/2 of E. 1/2		1.69 ha.
			36.48 ha.

PLAN OF STATUTORY RIGHT-OF-WAY  
FOR HIGHWAY OVER PORTIONS OF  
DISTRICT LOTS 888, 817, 816,  
793 AND 1253, GROUP I, N.W.D.

B.C.G.S. 92 G-035 : 034 :

SCALE: 1:2000



ALL DISTANCES ARE IN METRES.

I, B. J. OKE, a British Columbia Land Surveyor,  
of the city of Vancouver, in British Columbia,  
certify that I was present at and personally  
superintended the Survey represented by this  
Plan and that the Survey and Plan are correct.  
The Survey was completed on the 1st. day  
of November, 1991.

*[Signature]*  
B. C. L. S.

LEGEND

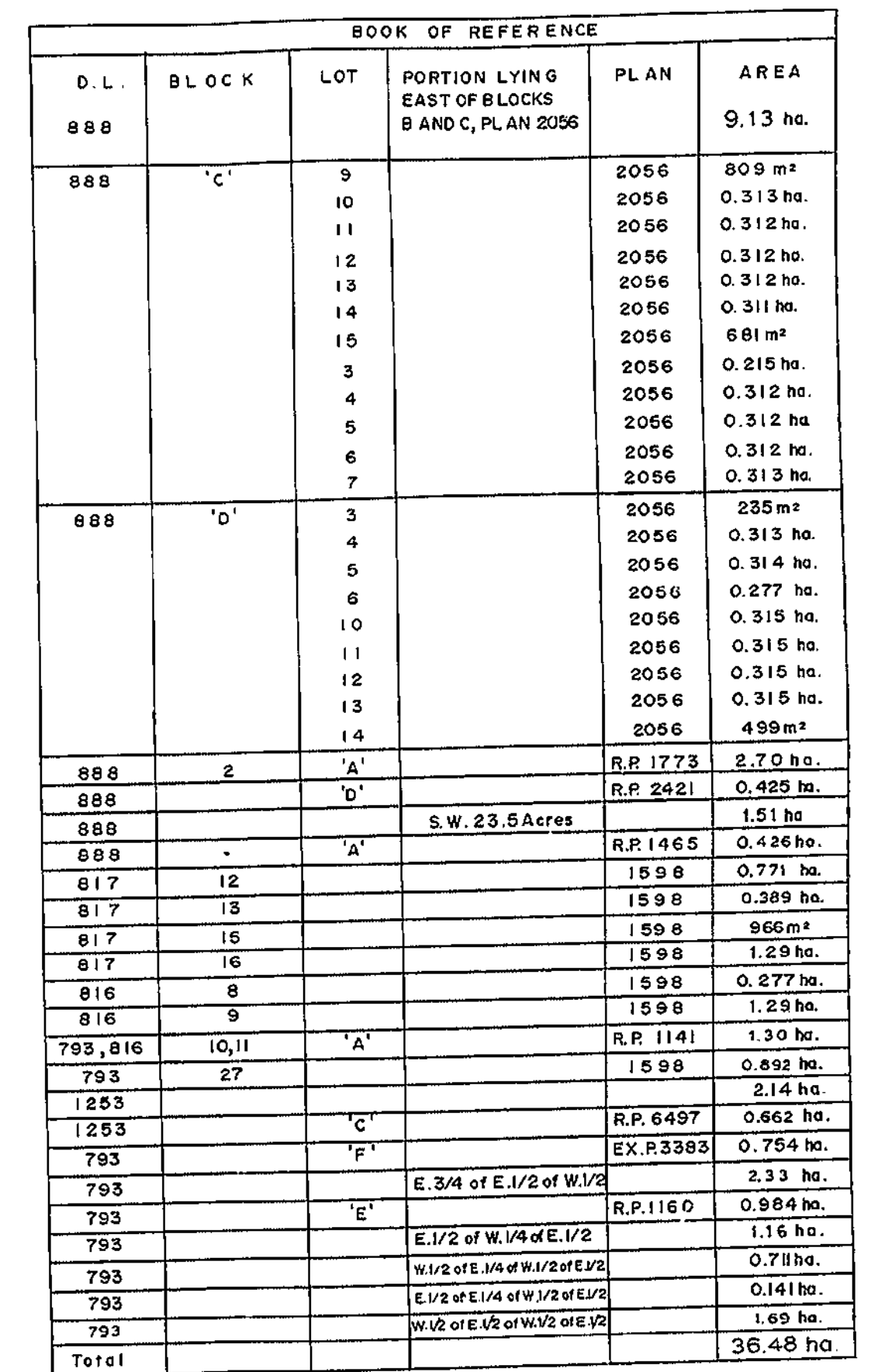
Bearings are Astronomic and are  
derived from stellar observation.  
Reference Meridian is 123° 12' 10"

Symbols		Description
Found	Placed	
⊙	⊙	Standard Concrete Post
⊙	⊙	Standard Rock Post
■	□	Lead Plug
⊙	⊙	Standard Capped Post
●	○	Standard Iron Post
⊙		Control Monument

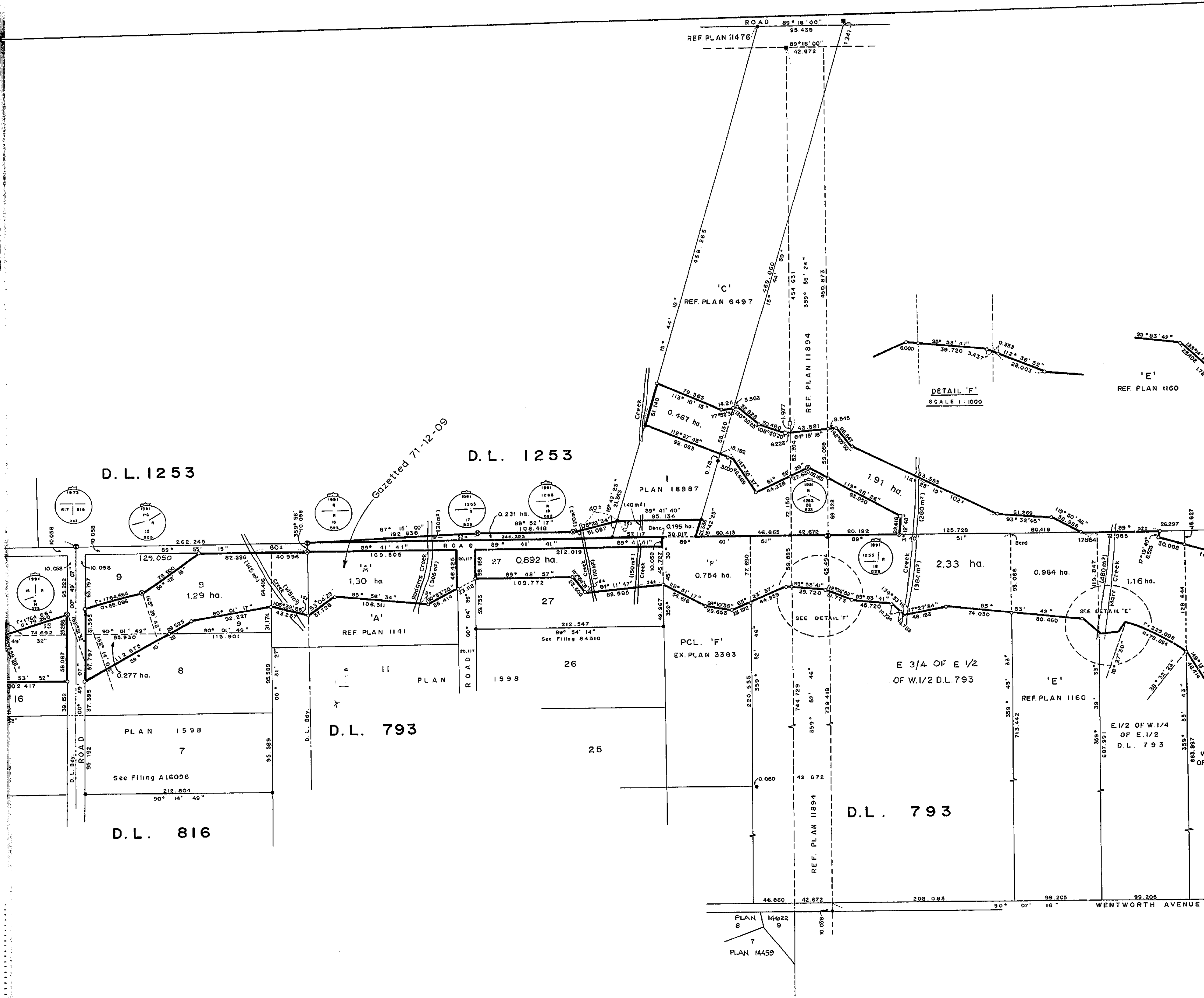
M.O.T. denotes - Ministry of Transportation  
and Highways

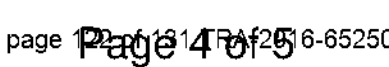
This Plan Lies Within The  
Greater Vancouver Regional District

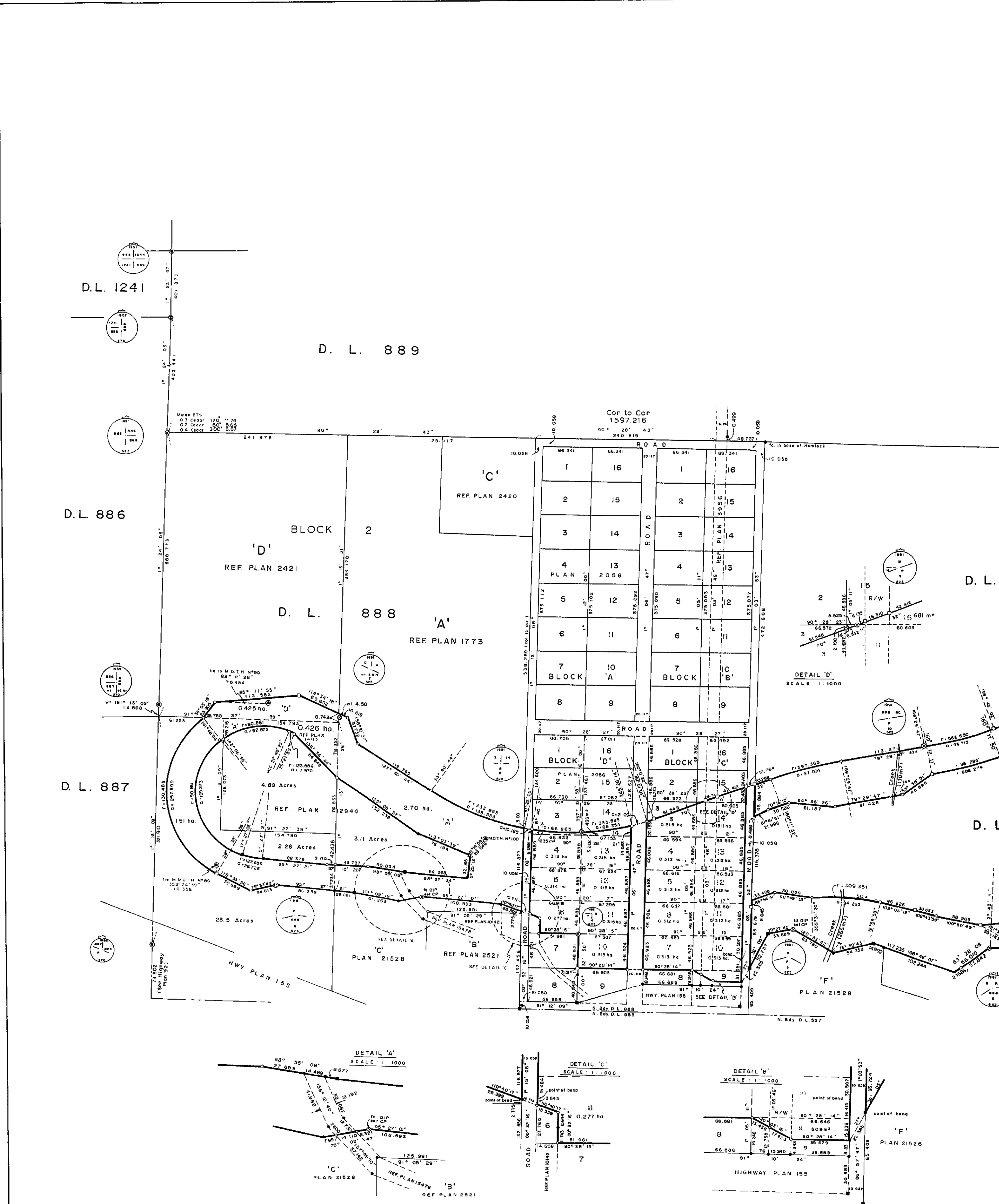
HERMON, BUNBURY & OKE  
PROFESSIONAL LAND SURVEYORS & ENGINEERS  
VANCOUVER & WHISTLER, B.C.











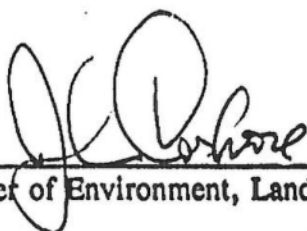
**PROVINCE OF BRITISH COLUMBIA**  
**ORDER OF THE LIEUTENANT GOVERNOR IN COUNCIL**

Order in Council No. **260** , Approved and Ordered FEB. 19.1992

  
\_\_\_\_\_  
Lieutenant Governor

**Executive Council Chambers, Victoria**

On the recommendation of the undersigned, the Lieutenant Governor, by and with the advice and consent of the Executive Council, orders that  
Cypress Park, re-established by Order in Council 612/86 is cancelled and the Crown land in the schedule is re-established as a Class "A" Provincial Park and the name is declared to be Cypress Park.

  
\_\_\_\_\_  
Minister of Environment, Lands and Parks

  
\_\_\_\_\_  
Presiding Member of the Executive Council

(This part is for administrative purposes only and is not part of the Order)

Authority under which Order is made:

Act and section: Park Act Section 7

Other (specify): O/C 612/86

Cypress Park Schedule

All Crown land, including covered by water, situated in Group 1, New Westminster Land District contained within the following:

- 1) Commencing at the northwest corner of Lot 3475;
  - thence Northerly along the easterly boundary of Lot 1495 to the northeast corner thereof;
  - thence Westerly along the northerly boundary of said Lot 1495 to the southeast corner of Lot 2386;
  - thence Northerly along the easterly boundary of said Lot 2386 to the southeast corner of Lot 6634;
  - thence Northeasterly along the easterly boundary of said Lot 6634 to the most southerly boundary of Lot 2361;
  - thence Easterly along the most southerly boundary of said Lot 2361 to the most southerly southeast corner thereof;
  - thence Northerly along the most westerly east boundary of Lot 2361 to the southeast corner of Lot 6633;
  - thence Northeasterly along the easterly boundary of said Lot 6633 to the middle southerly boundary of Lot 2361;
  - thence East along the said middle southerly boundary to the middle southeast corner of Lot 2361;
  - thence North along the middle easterly boundary of Lot 2361 to the most northerly south boundary of Lot 2361;
  - thence East along the said most northerly south boundary to the most northerly southeast corner of Lot 2361;
  - thence North along the most easterly east boundary to the southeast corner of Lot 6632;
  - thence in a general Northerly direction along the easterly boundary of Lot 6632 to the south boundary of Lot 2365;
  - thence Easterly along the southerly boundary of said Lot 2365 to the southeast corner thereof;
  - thence Northerly along the easterly boundary of said Lot 2365 to the southerly boundary of Lot 2817;
  - thence Easterly along the southerly boundary of said Lot 2817 to the southeast corner thereof;
  - thence Northerly along the easterly boundary of said Lot 2817 to the southwest corner of Lot 2818;
  - thence Easterly along the southerly boundary of said Lot 2818 to the southeast corner thereof;

thence Easterly along the easterly prolongation of the south boundary of Lot 2818 to the point of intersection with the northerly boundary of the watershed of Montizambert Creek;

thence in a general Northeasterly direction along the said northerly boundary (of the watershed of Montizambert Creek) to a point thereon, said point lying 200 m perpendicularly distant from the west boundary of the watershed of the Capilano River;

thence in a general Northerly direction parallel to and perpendicularly distant 200 m from the western boundary of the watershed of the Capilano River to the point of intersection with the most southerly point on the watershed boundary of Deeks Creek;

thence in a general Northerly direction along the south boundary of the watershed of Deeks Creek to the most northerly point thereon;

thence in a straight line to the mid-point on the southerly boundary of Lot 3419;

thence due North to the mid-point of the northern boundary of said Lot 3419;

thence Easterly along the said northern boundary of Lot 3419 to the northeast corner thereof;

thence due South 281 m;

thence due East to the western boundary of the watershed of the Capilano River;

thence in a general Southerly direction along the western boundary of the Capilano River to the point of intersection with the northerly boundary of the watershed of Brothers Creek;

thence in a general Southeasterly direction along the said northerly boundary of the watershed of Brothers Creek to the northerly boundary of Lot 1144;

thence Westerly along the said northerly boundary of Lot 1144 to the northwest corner thereof;

thence in a general Southeasterly direction along the southerly boundary of Parcel A, Reference Plan 2302, to the easterly boundary of said Lot 1144;

thence Southeasterly and Easterly along the southerly boundary of Parcel A, Reference Plan 2313, to the easterly boundary of Lot 1143;

thence Southerly along said easterly boundary of Lot 1143 to the most northerly corner of Parcel B, Reference Plan 2303;

thence Southwesterly along the northwesterly boundary of said Parcel B to the southerly boundary of Lot 1143;

thence Westerly in a straight line along the southerly boundaries of Lots 1143 to 1151 inclusive to the easterly boundary of Lot 1343;

thence Northerly along the said easterly boundary of Lot 1343 to the northeast corner thereof;

thence Westerly along the northerly boundary of Lot 1343 to the northwest corner thereof;

thence Northerly along the easterly boundary of Lot 3475 to the northeast corner thereof;

thence Westerly along the northerly boundary of Lot 3475 to the point of commencement;

except Cypress Park Road as shown on Ministry of Highways plans for Project No. 2353, dated March 17, 1976 and Project No. 2360, Dated November 26, 1976.


- 2) Block 1 of Lots 1344, 1126, 1125, 1124, 1129 and 1128, Plan 16290 except said Cypress Park Road.
- 3) That part of the road allowance shown on Plan 16290 which is bounded on the south side by District Lot 1124, on the west by the northerly production of the west boundary of Block 1 of Plan 16290, on the north by District Lot 1129 and on the east by the southerly production of the east boundary of Block 1 of Plan 16290 except said Cypress Park Road.
- 4) That part of the road allowance shown on Plan 16290 which is bounded on the south by District Lots 1128 and 1129, on the west by the northerly production of the west boundary of Block 1 of Plan 16290, on the north by District Lots 1150 and 1149 and, on the east by the northerly production of the east boundary of Block 1 of Plan 16290 except said Cypress Park Road.
- 5) Those parts of Cypress Park Road, as shown on Ministry of Highways Road Project 2360 Plans, lying within Park Use Permit 1506.
- 6) Those parts of District Lot 793, as shown on Ministry of Highways Road Project 2353 Plans, and known as High View Lookout.
- 7) Those parts of District Lot 889, as shown on Ministry of Highways Road Project 2353 Plans, and known as Quarry Lookout.
- 8) Blocks A and B of Lot 3419.
- 9) That part of the road right-of-way and the bed of Deeks Creek as shown on the Crown Grants for Blocks A and B of Lot 3419.

The whole containing 3012 hectares, more or less.



PROVINCE OF BRITISH COLUMBIA  
ORDER OF THE LIEUTENANT GOVERNOR IN COUNCIL

Order in Council No. **116**, Approved and Ordered JAN. 23.1992



Lieutenant Governor

Executive Council Chambers, Victoria 22 JAN 1992

On the recommendation of the undersigned, the Lieutenant Governor, by and with the advice and consent of the Executive Council, orders that

all those portions of highway within the municipality of the District of West Vancouver as delineated in green on the attached map marked 895R, and more particularly described as:

**Reference No. 895R - Cypress Bowl Road**

Commencing at its intersection with the Trans Canada Highway (Highway No. 1), Reference No. 613R, on the northwest section of D.L. 815; thence running in a generally northerly direction through portions of D.L.'s 815, 816, 817, 888, 793, 1253, 889, 1344, 1126, 1125, 1129, 1128, 1149, 1150 and portion of Crown Land Timber Licence STL 2731-P to the Cypress Provincial Park parking lot all in Group 1, New Westminster District, a total distance of 14.9 kilometres more or less,

be classified as Arterial Highway.

  
Minister of Transportation and Highways  
Presiding Member of the Executive Council

(This part is for administrative purposes only and is not part of the Order.)

Authority under which Order is made:  
**Highway Act, Sections 30 and 31**

Act and section:

Other (specify):

(QP 4033)

1847/91/13



Recycled Paper



Page 129 to/à Page 130

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