Regional District of Central Kootenay

NELSON, SALMO, E, F, AND G REGIONAL PARKS COMMISSION

Open Meeting Agenda

Date: January 26, 2022

Time: 1:00 pm

Directors will have the opportunity to participate in the meeting electronically. Proceedings are open to the public.

Pages

1. Election

CALL FOR NOMINATIONS (3 Times)

Joe Chirico, General Manager of Community Services called for nominations. [Director/Member] [Last Name] nominated [Director/Member] [Last Name].

Joe Chirico, General called for further nominations two times.

DECLARATION OF ELECTED OR ACCLAIMED CHAIR

Being none, Joe Chirico, General manager of Community Services ratifies the appointed [Director/Member] [Last Name] as Chair of the [Name of the Commission/Committee] for 2022 by acclamation.

2. CALL TO ORDER

Chair [Name] called the meeting to order at [Time] p.m.

3. TRADITIONAL LANDS ACKNOWLEDGEMENT STATEMENT

We acknowledge and respect the indigenous peoples within whose traditional lands we are meeting today.

4. ADOPTION OF AGENDA

RECOMMENDATION:

The Agenda for the January 26, 2022 Nelson, Salmo, E, F and G Regional Parks Commission meeting be adopted as circulated.

5. RECEIPT OF MINUTES 5 - 11

The September 29, 2021 Nelson, Salmo, E, F and G Regional Parks Commission

minutes, have been received.

6. DELEGATE

12

Mindy Sjogren and Raj Shahal, from the Nelson Beach Volleyball will provide a verbal request to allocate funds and designated spaces for our group to play beach volleyball in the area to the Commission.

7. STAFF REPORTS

7.1. 2021 Operations Report

13 - 28

The Commission Report dated December 2021 from Jeff Phillips, Parks and Trails Supervisor, re: Operations Report, has been received.

7.2. 2021 Parks Update

29 - 32

The E-mail dated December 21, 2021 from Cary Gaynor, Regional Parks Manager, re: Parks Update, has been received. Further, the Letter dated December 13, 2021 from Joy Barrett, Cultural Development Officer with the City of Nelson regarding the Rail Trail Sculptures has been received

7.3. 2022 Draft Financial Plan

33 - 49

The 2022 Draft Financial Plan for Regional Parks Nelson, Salmo, Area E, F and G for Service S202 from Cary Gaynor, Regional Parks Manager has been received.

7.4. Nelson Cycling Club

50 - 55

The Commission Report dated November 16, 2021 from Cary Gaynor, Regional Parks Manager, re: Nelson Cycling Club has been received.

8. CORRESPONDENCE

8.1. Rosebud Lake Overnight Staging Area

56 - 61

The e-mail dated January 12, 2022 from Wendy Morrison, Basin Business Advisor with Southwestern Basin Region has been received.

9. NEW BUSINESS

9.1. Sunshine Bay Riding Club Lease Agreement

62 - 78

The Lease Agreement with File #2021-87-PKS between the regional District of Central Kootenay and the Sunshine Bay Riding Club has been received.

9.2. 2022 Proposed Meeting Dates

Proposed 2022 Nelson, Salmo, Area E, F and G Regional Parks Commission meeting dates:

- March 23, 2022
- April 20, 2022

- July 20, 2022
- September 21, 2022
- November 23, 2022

10. PAST BUSINESS

10.1. Commissioner Grants for Art in Park Granite Dragon at Taghum Beach

Cary Gaynor, Regional Parks Manager to provide the Commission with a verbal update re: Commissioner Grants for Art in Park Granite Dragon at Taghum Beach.

11. PUBLIC TIME

The Chair will call for questions from the public and members of the media at _____ a.m./p.m.

12. IN CAMERA

12.1. Meeting Closed to the Public

RECOMMENDATION:

In the opinion of the Board - and, in accordance with Section 90 of the Community Charter – the public interest so requires that persons other than DIRECTORS, ALTERNATE DIRECTORS, DELEGATIONS AND STAFF be excluded from the meeting;

AND FURTHER, in accordance with Section 90 of the Community Charter, the meeting is to be closed on the basis(es) identified in the following Subsections:

90. (1) A part of a council meeting may be closed to the public if the subject matter being considered relates to or is one or more of the following:

(e) the acquisition, disposition or expropriation of land or improvements, if the council considers that disclosure could reasonably be expected to harm the interests of the municipality.

12.2. Recess of Open Meeting

RECOMMENDATION:

The Open Meeting be recessed at [Time] in order to conduct the Closed In Camera meeting.

13. NEXT MEETING

The next Nelson, Salmo, E, F and G Regional Parks Commission meeting is scheduled for [Date], [Year] at [Time].

14. ADJOURNMENT

RECOMMENDATION:
The Nelson, Salmo, E, F and G Regional Parks Commission meeting be adjourned at [Time].

Regional District of Central Kootenay

NELSON, SALMO, E, F, AND G REGIONAL PARKS COMMISSION

Open Meeting Minutes

1:30 pm
Wednesday, September 29, 2021
Webex

COMMISSION MEMBERS PRESENT		
	Commissioner R. Faust (Chair)	Electoral Area E
	Commissioner T. Newell	Electoral Area F
	Commissioner H. Cunningham	Electoral Area G
	Commissioner D. Lockwood	Village of Salmo
	Alt. Director K. Page	City of Nelson
COMMISSION MEMBERS ABSENT		
	Director J. Morrison	City of Nelson
STAFF PRESENT	J. Chirico	General Manager of Community Services
	C. Gaynor	Regional Parks Manager
	M. Crowe	Parks Planner
	S. Carmichael	Community Services Administrative Coordinator
	J. Chapman	A/ Community Services Administrative Coordinator
Guests	Robert Blackwood	

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1. CALL TO ORDER

Chair Faust called the meeting to order at 1:32 p.m.

2. TRADITIONAL LANDS ACKNOWLEDGEMENT STATEMENT

We acknowledge and respect the indigenous peoples within whose traditional lands we are meeting today.

3. ADOPTION OF AGENDA

MOVED and seconded,
And Resolved:

The Agenda for the September 30, 2021 Nelson, Salmo, E, F and G Regional Parks Commission meeting be adopted as circulated.

Carried

4. RECEIPT OF MINUTES

The April 29, 2021 Nelson, Salmo, E, F and G Regional Parks Commission minutes, have been received.

5. DELEGATE

There are no Delegates for this Commission meeting.

6. STAFF REPORTS

6.1 Rural Park Service

At the March 8, 2021 Nelson, Salmo and Areas E, F & G Regional Parks Commission meeting the following recommendation was carried:

15/21 That staff bring forward a plan to create a new Area E, F & G Rural Park Service comprised of rural parks in the Nelson, Salmo and Areas E, F & G Parks service except for Cottonwood Lake Regional Park for debt servicing and the Nelson, Salmo Great Northern Trail which will remain in the Nelson, Salmo and Areas E, F & G Parks service, AND FURTHER; If the service is established, that CFO Horn prepare a budget for 2022 for review by September 30, 2021.

MOVED and seconded,
And Resolved:

That Item 6.1 Rural Park Service BE TABLED to the December 2, 2021 meeting of the Nelson, Salmo and Areas E, F & G Regional Parks Commission to give staff time to prepare a report, with item 6.2 GNT Motorized Use considered at this time.

Carried

6.2 GNT Motorized Use

The Email dated July 28. 2021 from Sean Horton, re: Salmo Rail Trail Use, has been received.

MOVED and seconded,
And Resolved

That item 6.2 GNT Motorized Use BE TABLED for the Commission to take a short break at 2:45 p.m. so everyone can read over the e-mail from Sean Horton with 6.3 Rosebud Lake Next Steps considered at this time.

Carried

ORDER OF AGENDA CHANGED: The Order of Business was changed, for the Commission to take a short break at 2:45 p.m. so everyone can read over the e-mail, with 6.3 Rosebud Lake Next steps considered at this time.

MOVED and seconded,
And Resolved

That Item 6.2 GNT Motorized Use be considered at 3:03 p.m.

Carried

6.3 Rosebud Lake Next Steps

At the June 30, 2021 ALL Recreation Committee meeting, the following Staff Direction was given:

Staff to include Rosebud Lake on the next Nelson, Salmo and Areas E, F & G Regional Parks Commission Agenda including motorised use of trails.

Mark Crowe, Regional Parks Planner, provided the Commission with a verbal update in regards to Rosebud Lake Next Steps including, there is private land adjacent to Rosebud Lake, a Service Agreement has been put together to look for land that is potentially for sale and land that is currently available for purchase, these prospects would be presented to the Commission. Anticipate Rosebud Lake will be on the upcoming Agenda.

6.4 5 Mile, 6 Mile & McDonalds Landing User Data and Counters Update

The Commission Report dated September 22, 2021 from Mark Crowe, Regional Parks Planner, re: 5 Mile, 6 Mile & McDonalds Landing User Data & Counters Update, has been received.

Mark Crowe, Regional Parks Planner, provided the Commission with a verbal update in regards to 5 Mile, 6 Mile & McDonalds Landing User Data & Counters Update including, we had counters put in through out the summer, McDonalds Landing is less popular than 5 Mile and 6 Mile access was the lowest, there is significant usage at all sites, the purpose to gather data is so we can strategize how we are going to approach management planning. Commissioner Newell stated, Lyons Bluff is extremely busy and the parking lot is very full. Maybe next year we could put a counter at Lyons Bluff and the beach.

6.5 Taghum Beach - TECK Enquiry Update

Cary Gaynor, Regional Parks Manager and Mark Crowe, Regional Parks Planner, provided the Commission with a verbal update in regards to Taghum Beach - TECK Enquiry Update, including we met with Teck and looked at the opportunity and what might be there, right now it is a popular dog walking area. It is a long linear piece of property that goes into the water with looping trails throughout. There were discussions of a covered walking bridge to one side of Taghum Beach to the other side of the river.

STAFF DIRECTION: Staff to investigate with Teck how much usage happens at the property located adjacent to Taghum Hall and bring the report back to Commission when they can.

6.6 Great Northern Trail - Kalesnikoff Logging Plan Update

Cary Gaynor, Regional Parks Manager provided the Commission with a verbal update in regards to the Great Northern Trail - Kalesnikoff Logging Plan including, Kalesnikoff is not logging this year, only hand treatment is happening at the moment. We have reached out to see if there is any impact to the trails, which is unlikely. We will be having a meeting in the upcoming weeks.

6.7 NSEFG Regional Parks Q3 Operations Update

The Commission Report dated September 21, 2021 from Jeff Phillips, Parks & Trails Operations Supervisor, re: NSEFG Regional Parks Q3 Operations Update, has been received.

Cary Gaynor, Regional Parks Manager provided the Commission with a verbal update in regards to the NSEFG Regional Parks Q3 Operations Update including, a project in Ymir through the disaster fund, the Engineer is doing the final aspects of slope and numbers, the pre-work is being done now as it was delayed due to the fires. Cotton Wood Lake; we have created a plan and we will be getting ready for Spring Work for next year. A lot more vandalism this year than other years, we may need to see if we can get an RCMP presence more in our Parks.

6.8 Budget Update

The Commission Report dated September 21, 2021 from Cary Gaynor, Regional Parks Manager, re: Budget Update, has been received.

Cary Gaynor, Regional Parks Manager provided the Commission with an overview of the Budget Update dated September 21, 2021.

6.9 Agreements Update

Cary Gaynor, Regional Parks Manager provided the Commission with a verbal update in regards to Ymir Community Association and Salmo Seniors ATV Society Agreements including, we have been working with Corporate Administration, Stewardship Agreement or Volunteer Agreements and the different levels we would have to go through with staff to work with those groups. The Agreements would be brought to the Commission prior to execution.

RECESS: The meeting recessed at 2:49 p.m. for the review of 6.2 GNT Motorized use, the e-mail dated July 28, 2021 from Sean Horton, re: Salmo Rail Trail Use and reconvened at

RECONVENE: 3:03 P.M.

MOVED and seconded,
And Resolved be lifted from the table

That Item 6.2 GNT Motorised Use be lifted from the table and considered at this time.

Carried

6.2 GNT Motorized Use

The Email dated July 28. 2021 from Sean Horton, re: Salmo Rail Trail Use, has been received.

Cary Gaynor, Regional Parks Manager provided the Commission with a verbal update in regards to GNT Motorized Use including, the Rail Trail was open at a time which was an extreme fire hazard, staff made the decision at the time that it was best to close the trail for the safety of the public. Motorized use is an ongoing problem on the multiuse section of the trail; we are constantly trying to find new measure on how we are going to be dealing with this. Every year through MIA we have an opportunity where they will come and do a risk assessment on our park so we will see what we can do to mitigate the safety concern.

7. NEW BUSINESS

7.1 Amenity Access - Framework Development

At the February 24, 2021 Nelson & District Recreation Commission meeting, Commission passed a motion to bring the following item to the Nelson, Salmo and Areas E, F & G Regional Parks Commission:

Regional District of Central Kootenay staff engage in discussions with the BC Ministry of Transportation &
Infrastructure and the City of Nelson to develop a framework for addressing access points to amenities via
Svoboda Road, Mountain Station parking lot and Silver King Road;

AND FURTHER, that this framework be brought to the Nelson, Salmo and Areas E, F & G Regional Parks Commission for discussion.

DIRECTION TO STAFF: For the staff to create a Framework for addressing access points to trail amenities via Svoboda Road, Mountain Station parking lot and Silver King Road.

GUEST ABSENT: Guest, Robert Blackwood left the meeting at 3:15 p.m.

7.2 Trail Enhancement Grants - CBT

The Email dated September 22, 2021 from Chair Faust re: Trail Enhancement Grants - CBT, has been received.

Cary Gaynor, Regional Parks Manager provided Commission with a verbal update in regards to Trail Enhancement Grants - CBT including, we are aware of the Grant but have not worked on the Grant, we can discuss this internally in the next week.

7.3 Active Transportation Plan

Chair Faust provided the Commission with a verbal update in regards to Active Transportation Plan including, Nelson has an active transportation plan; however the Region does not have one.

The post COVID-19 money is going to end, and if we are going to see any improvements, we need to formulate a methodology to create an active transportation plan in our park commission. Chair Faust advised she would invite a delegate to speak in regards to the Active Transportation Plan.

7.4 GNT Condition and Solution to Troupe

Chair Faust to provided the Commission with a verbal update in regards to GNT Condition and Solution to Troupe including, this matter was addressed in 6.3 Rosebud Lake Next Steps.

7.5 Apex Logging & RDCK/MoTI GNT Response

Chair Faust provided the Commission with a verbal update in regards to Apex Logging & RDCK/MoTI GNT Response including, staff has been in discussion. Cary Gaynor, Regional Parks Manager stated a Stop Work Order is currently in place, as we need to have an avalanche report. The original plan was to log higher up in elevation, that decision was changed to log lower down, and then it was brought to attention about avalanches occurring. The Ministry of Transportation is currently addressing this.

7.6 Dragon Installation at Taghum Beach

Chair Faust provided the Commission with a verbal update in regards to Dragon Installation at Taghum Beach. Director Faust had been approached over the last year by a local Artist who has a large dragon sculpture as per the attachment to the agenda and he would like to put this Dragon into Taghum Beach. The Artist would have an agreement that he would come in and do any repairs and/or maintenance on the Structure. The cost is currently $10,000.00 for the Dragon. A concrete pad will need to be placed underneath. The project would be grant funded.

STAFF DIRECTION: For Cary Gaynor, Regional Parks Manager to speak with the Artist regarding the potential Dragon installation at Taghum Beach.

8. PUBLIC TIME

There were no members of the media or public in attendance at this Commission meeting.

9. IN CAMERA

There are no In Camera items for this Commission meeting.

10. NEXT MEETING

The next Nelson, Salmo, E, F and G Regional Parks Commission meeting is scheduled for December 2, 2021 at 9:00 a.m.

11. ADJOURNMENT

MOVED and seconded,
AND Resolved

The Nelson, Salmo, E, F and G Regional Parks Commission meeting be adjourned at 4:13 p.m.

Carried

RECOMMENDATION(S) TO THE BOARD OF DIRECTORS

1. Nil.

THE FOLLOWING ITEMS ARE PROVIDED FOR CONVENIENCE ONLY AND WILL BE CONSIDERED AT ITS APPROPRIATE MEETING AS STATED

Future Nelson, Salmo, E, F, AND G Regional Parks Commission Meetings

1. Staff to investigate with Tech how much usage happens at the property located adjacent to Taghum Hall with a Counter and bring the report back to Commission when they can.
2. For the staff to create a Framework for addressing access points to amenities via Svoboda Road, Mountain Station parking lot and Silver King Road .
3. For Cary Gaynor, Regional Parks Manager to speak with the Artist regarding the potential Dragon installation at Taghum Beach.

Delegation Request Form
RDCK Committee/Commission

RDCK Committee/Commission: Dec.2, 2021 Meeting

RDCK Contact: Cary Gaynor **Email:** CGaynor@rdck.bc.ca

Name of Organization: Nelson Beach Volleyball

Name of Individuals: Mindy Sjogren, Raj Shahal

Purpose of presentation / Describe specific action you will request the Committee/Commission to take:

To allocate funds and designated spaces for our group to play beach volleyball in the area.

Topic of Discussion *(please be specific, provide details, and list key discussion points):*

The group is now at 175 members and we only have 1 court available. Group needs:
-Easy access from Nelson: Play early morning/late evening when heat is low and the beach isn't busy.
-Quality sand and flat areas: To allow more access to this sport for everyone. Washrooms & water access.

Describe how this topic is relevant to RDCK jurisdiction or business:

There are potential areas within the RDCK that could be used to create more Beach Volleyball access for our league.

Preferred meeting date(s): Dec.2, 2021

Additional documentation to be provided at meeting? Yes ☐* No ☑
**If yes, a copy of the documentation must be sent to the RDCK contact no later than 10 days prior to the meeting.*

Will a PowerPoint presentation be made? Yes ☐* No ☑
**If yes, a copy of the documentation must be sent to the RDCK contact no later than 10 days prior to the meeting.*

Contact Person *(if different from above):* Mindy Sjogren

E-mail address: mindysjogren@gmail.com **Phone #:** 250-551-8012

File No. 13-7010-01

December 1, 2021

Nelson, Salmo, Area E, F, and G Regional Parks Commission Report

Balfour Beach Regional Park

- Tree clean up from numerous windstorms. This park along with Sunshine Bay have experienced intense wind throw recently. Clean up is ongoing.
- Temporary porta-poti outhouse provided this year in vicinity of park
- Garbage receptacle installed.

Monthly Park Visits for Balfour Beach Regional Park

April	May	June	July	August	September
1,088	985	1,618	2,702	1,814	1,240

Bigelow Bay Regional Park

- Replaced highway barricades with cedar fencing in parking lot

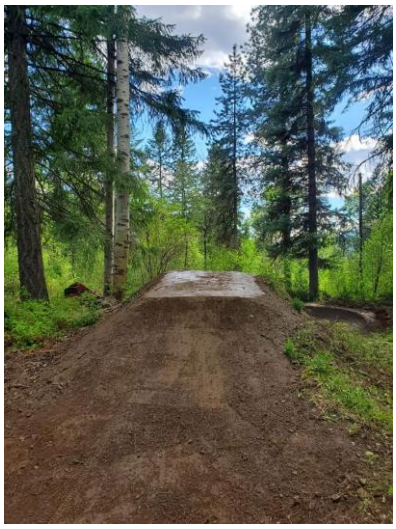
Before

After

Bonnington Regional Park

- Repainted outhouse structure
- Fuel management of forested area including milling of large wood for use in park
- Trail improvements and resurfacing

- Rebuilt bike park



Brilliant Bridge Regional Park

- Maintenance of bridge deck continues with protruding nails
- LED light replacement is in planning stages.

Cottonwood Lake Regional Park

- Work on TCT funded project has commenced.

Crawford Bay Regional Park

- New access road in park was completed in 2021. Dust control treatment was successful and will be repeated in 2022.

Crescent Valley Beach Regional Park

- Wildfire fuel management, general maintenance, and signage replacement.

Glacier Creek Regional Park

- Campsite and roadway improvements as well as driftwood cleanup occurred in the spring of 2021.
- Other improvements included the addition of speedbumps, new signage kiosk as well as general maintenance items.

Before

After

Glade Regional Park

- Planning park upgrades is ongoing

Historic Ainsworth Wharf Regional Park

- An increase of usage has been noticed as outhouse facilities are now marked from highway as public bathroom

James Johnstone Regional Park

- Continued fuel management
- New signage on beach

Before

After. Josip (seasonal staff member) for scale

Lardeau Regional Park

- Initial park development occurred in 2021 (parking, signage, and bench installs).
- Outhouse facility to be completed in early 2022.

McDonalds Landing Regional Park

- Engineering assessment occurred in 2021, provides suggested inspection and replacement timelines. Work suggested for 2021 is ongoing.
- Working with Transport Canada on uncompliant moorages in vicinity of wharf

Monthly Park Visits for McDonalds Landing Regional Park

June	July	August	September
2,295	3,127	1,806	858

Morning Mountain Regional Park

- Commissioned new outhouse and storage structure
- Re-finished picnic table at view point
- Appended contracting of park cleanup to NSEFG parks contractor

Monthly Park Visits for Morning Mountain Regional Park – measuring uphill bike riders only

April	May	June	July	August	September	October
5,046	5,699	3,783	3,657	3,938	3,684	2,587

Nelson Salmo Great Northern Trail

- Relocated garbage receptacles to help mitigate household dumping
- Prepared rail trail for winter grooming by Nordic Club
- Continued view point bench installs including first donation from recently adopted donation program

- Continued working with MoTi on resurfacing improvements. Maintenance on specific sections of these improvements was completed in late fall by the RDCK.
- Removed gravel from trestles as a result of resurfacing work

- Continued improvements to help manage motorized section including;
    - Grading of 3 km of trail (Salmo to Hwy 6 crossing).
    - Brushing of 12 km of trail (Salmo to Ymir)
    - Dust control applications occurred twice on 3km section from Salmo to Hwy 6 crossing with other spot treatments in other areas adjacent residences.
- Signage improvements have also occurred throughout however focus has been on the motorized section. Unfortunately this has also resulted in required replacement of regulatory signs and sign posts has been required at road crossings on the motorized section as they have been subject to numerous thefts.

Monthly Park Visits on the Great Northern Trail – measured at Anderson Creek

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
5,008	5,810	6,706	10,797	9,889	7,303	5,571	6,593	7,615	9,143

Pass Creek Regional Park

- Planning for DFA funded repair to Norns Creek from 2020 freshet is ongoing, Work to occur in August 2022

Pulpit Rock Access Regional Trail

- Trail improvements occurred to provide more space for hikers and improve

Riondel Regional Park

- Fencing along North boundary was replaced

Robson Boat Ramp Regional Park

- Accessibility improvements were made in 2021, including a new concrete ramp to lessen the approach grade.

Rosebery Parklands Regional Park

- Trailhead improvements and beachfront bench install occurred in 2021

Rosebery to Three Forks Regional Trail (Galena)

- Work on repairs to DFA funded 2020 freshet damages including the cable car replacement which is ongoing
- 2021 freshet damages including another slough which a temporary walkway was installed over

Rosebud Lake Regional Park

- Installed view point bench

Sunshine Bay Regional Park

- Tree clean up from numerous wind storms including milling cedar for use in park

- Maintenance work on bike park

- New walking bridges throughout park

- Bollard replacement due to vandalism
- Realignment of trail in West end to reduce grades.
- Re-finished picnic tables
- Maintenance of dock is increasingly difficult due to placement, age, and materials of existing.

Monthly Park Visits for Sunshine Bay Regional Park

May	June	July	August	September
4,373	5,368	6,895	4,781	3,109

Taghum Beach Regional Park

- Began dogs on beach closure this summer. Bylaw assisted with enforcement

- Removed highway barricades and replaced with cedar split rail fencing

- Re-finished the outhouse and signs structures.

- Upgraded fire pit
- Continued eradication of poison ivy in park
- Installed bike rack

Monthly Park Visits for Taghum Beach Regional Park

April	May	June	July	August	September
7,119	9,316	17,105	19,932	11,237	6,904

Waterloo Eddy Regional Park

- Initial park development occurred in 2021. This included new boat launch access, signage, fencing, and site furniture installation.

Winlaw Regional and Nature Park

- Picnic table refinishing as well as general maintenance activates
- Kootenay Additive Sports Association (KASA) completed outhouse and trail improvements as part of boardwalk replacement project. Signage and final deficiencies to be completed in 2022.

Before (with seat removed)

After

On Dec 21, 2021, at 10:54 AM, Cary Gaynor <CGaynor@rdck.bc.ca> wrote:

Good Afternoon Commissioners,

I hope everyone is doing well and looking forward to a little bit of "quite time" over the holidays – and what a crazy year it has been. Since we will not be having a meeting until next month I thought I would try to write you a quick update on some of the things we have completed and have been trying to complete before we hit 2022.

We have hit the final stretch of Cottonwood Lake land acquisition/transfer to the Nature Conservancy of Canada. The land has been registered at the land titles office and we are now working on the transfer of title to the NCC. A big shout out to The Cottonwood Lake Preservation Society whom without all the hard work, dedication and community drive we would not be where we are now and likely looking up at something very different at CWL. The Cottonwood Lake Accessibility Project is in full swing with 3 new parking areas and a completed reconstruction of the main parking area in preparation for the new washrooms, shelter access trail and accessible picnic area to begin early next year. Construction drawings and costing are almost complete for our two accessible viewing platforms. A contract have also been awarded for the upper trail development of which the Nelson Cycling Club is contributing $22,000 of rural affairs grant money for completion of the work. All in all a very exciting project that will be inclusive of all users.

Taghum Beach Parking area redesign drafts have been completed, internally reviewed by staff and sent back to the engineer for some more edits. Once some options are completed we will share with the Commission. Kootos to Jeff for the great work at Taghum this year with the new split rail fencing, many great compliments from the public.

Lots of work has been completed this year on both sections of the Rail Trail. Many KM of brushing and grading on the southern portion of the Rail Trail has created better line of site and easier trail use from the grading. We also applied dust control on a large portion where needed. MOTI continued with some work through APEX towards Hall Creek with resurfacing (and looks like better material). We hired a contractor to scrap the surface material, heading Svoboda Rd towards Troup and feel this will provide a massive improvement come next spring.

After our last meeting we all seemed a little excited about some of the cultural opportunities that we may be able to bring to our parks. The wood dragon to be installed at Taghum is on its way soon and will be a really cool addition to the park. I have been in touch with Joy Barrett (Cultural Development Officer at the City of Nelson) on a project they would be interested in along the rail trial. I had asked Joy to send me something in writing which I have included. Click on the CBC news article link to view an interesting story.

These are just a few of the really great things happening in our NSEFG Regional Parks and look forward to showing you all the things that were done in 2021 despite the rain, heat, fires, smoke, contractor shortage and of course Covid. An honest and sincere shout out to the whole Parks team who have done so much for our communities by continuing to provide safe, healthy, outdoor recreational opportunities

to the public. Jeff for all his hard work and successes in making things happen on the ground, working with contractors, managing projects and being up front in the public and at times dealing with some tough public critics, amazing work Jeff. Mark for all his parks knowledge, planning, enthusiasm and understanding the parts of local government regulation that I won't even pretend to understand. Great work Mark. Joe who always provides sound guidance, leads our ship and always steers us in the right direction, especially over the last couple of years while Covid has up ended our Recreation Complexes and skuttled our normal way of life. Joe has been the RDCK rock during Covid and I thank you for this….and no I am not asking for a raise ☺. And thanks to Jenna for stepping in and filling some big shoes while Sabrina is away, this is no easy task and you have been doing a great job!

I wish you all a Happy Holidays, stay safe and enjoy time with your loved ones.

Cary Gaynor | Regional Parks Manager

Regional District of Central Kootenay
Phone: 250.352.1510 | **Fax:** 250.352.9300
Follow us on Facebook

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December 13, 2021

ATTN: RDCK Board of Directors

Re: Rail Trail "Koots" sculptures

The City of Nelson's Cultural Development Committee (CDC) was approached earlier this year by the Koots Arts Collective (Argenta artists Spring Shine, Yvonne Boyd and Christopher Petersen) to gauge interest in continuing their series of "Koots" sculptures in Nelson and area. These series of sculptures have been immensely popular, winning the prized Castlegar Sculpturewalk People's Choice award, and have been featured in many news stories, including CBC: https://www.cbc.ca/news/canada/british-columbia/public-art-installation-kaslo-hiking-trail-1.5713385. As well as Castlegar, there are Koots in Kaslo, Slocan and Meadow Creek.

The CDC expressed a great deal of interest in this, and I, along with the artists, walked along the Rail Trail from Mountain Station down past Selkirk College, to scope out if there would be any idea locations. There were many! This trail would, in fact, be an absolutely ideal location to 'hide' a few of these magical sculptures along, adding a little magic to the already spectacular natural landscape. One idea, as well, would be to incorporate historic CP artifacts with the sculptures (i.e. they could be holding, or hiding behind), thus emphasizing the history of the trail.

The Koots family are created using a combination of metal and reinforced concrete. Welded steel frames support wire and fiberglass-reinforced concrete to form a durable and lasting sculpture that will withstand both weather and the love of viewers. They are intended to grow moss, lichens, and other plants to facilitate their integration into the surrounding landscape, and become more enchanting as they age. With regard to transport and installation, a self-loading truck would be leased, and ideally locations would be accessible with this. As part of their proposed budget, the artists propose twice annual maintenance visits for ten years.

The artists will be sourcing funding for this initiative, which they estimate, for 6-8 sculptures, will be in the range of $50-$60K (note: this includes transport). This is scaleable and the number/budget could be reduced. They have prepared an infrastructure grant proposal for NKLT, are looking at other local/regional grants available, and are also considering launching a crowd-funding campaign, which could do well considering the popularity of the pieces already in the region.

The Nelson and region Koots sculptures would, no doubt, be spectacular, and with potential future locations, create a regional attraction that fosters collaboration, increases public art, and are a fun, creative and awe-inspiring way to promote Kootenay tourism, family time and outdoor activity.

From the RDCK Board, we would be seeking permission to source 3-4 ideal locations along the Rail Trail to place these artworks. This would, of course, need to be done in close consultation with RDCK staff. Additionally, if the RDCK has any funding advice available, that would be very much welcomed.

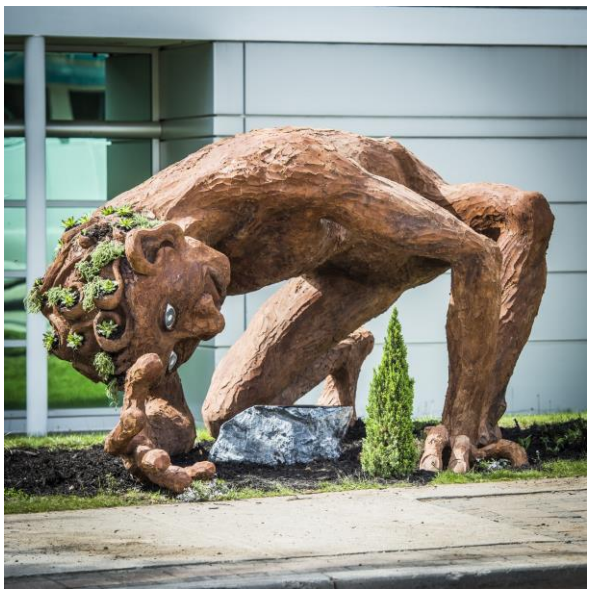
Thank you for your consideration of this proposal.

Joy Barrett
Cultural Development Officer, City of Nelson
Tel: 250-354-9169
cultural@nelson.ca

ARTIST WEBSITE (including video of Kaslo installation)
https://www.boydpetersenshine.com/work/67f45e26-9b6f-4358-92d8-01f3c4091410-a2tbn-8sbe5

KASLO KOOTS

CASTLEGAR KOOTS (note: these are pictured in display downtown as part of the annual Sculpturewalk program, they have since been moved to more 'woodsy' locations"



2022 Draft Financial Plan

S202 Regional Parks-Nelson, Salmo and Areas E, F and G

INCOME

Account	Description	2021 To Date	2021 Budget	2022 Budget	Note
41010	Requisitions	822,871.00	822,871.24	822,869.30	
41020	Grants in lieu of Taxes	2,591.44	0.00	0.00	
42045	Rental Income - Specified	2,320.00	0.00	0.00	
43010	Donations	0.00	0.00	0.00	
43020	Grants	0.00	210,000.00	265,000.00	grants for capital work
43025	Grants - Specified	39,400.00	0.00	0.00	
43030	Community Works Grants (Internal)	0.00	257,431.00	250,000.00	
43100	Proceeds from Borrowing	0.00	0.00	0.00	
43505	External Contributions & Contracts - Specified	0.00	112,000.00	112,000.00	DFA Rail trail repair
49100	Prior Year Surplus	287,183.74	275,000.00	277,000.00	
Total Income		1,154,366.18	1,677,302.24	1,726,869.30	

EXPENSES

Account	Description	2021 To Date	2021 Budget	2022 Budget	Note
51010	Salaries	12,790.05	13,300.00	25,000.00	cost of garbage collection and maintenance
51030	Benefits	1,527.62	2,350.00	3,056.00	benifits
52010	Travel	30.90	0.00	0.00	
52030	Memberships, Dues & Subscriptions	0.00	0.00	0.00	
53020	Admin, Office Supplies & Postage	0.00	5,000.00	5,000.00	
53040	Advertising	8,680.96	0.00	0.00	
53050	Insurance	6,320.33	5,660.00	5,701.00	
53080	Licence & Permits	-1,290.00	700.00	700.00	
54010	Legal	2,357.56	0.00	0.00	
54020	Audit - Professional Fees	0.00	0.00	0.00	
54030	Contracted Services	98,000.96	181,720.00	211,320.00	First Nations Work for washroom, machine time, parts and construction
54040	Consulting Fees	1,398.71	30,000.00	30,000.00	MP work
55010	Repairs & Maintenance	47,297.40	81,000.00	79,750.00	operating maintenacde
55020	Operating Supplies	19,750.67	13,800.00	11,700.00	Dust control
55030	Equipment	14,953.09	43,600.00	43,035.00	signage (NEW)

Account	Description	2021 To Date	2021 Budget	2022 Budget	Note
55040	Utilities	1,617.83	2,700.00	2,707.00	water adn electricity
55050	Vehicles	337.14	0.00	500.00	
55060	Rentals	0.00	40.00	0.00	
56010	Debenture Interest	3,882.90	6,275.00	6,275.00	
56020	Debenture Principal	23,064.51	22,315.00	23,064.00	
57010	Grants	370,010.00	386,000.00	366,000.00	City of Nelson Conribution Agreement
59000	Contribution to Reserve	20,000.00	20,000.00	20,000.00	
59100	Appropriated Operating Surplus	0.00	65,000.00	0.00	
59510	Transfer to Other Service - General Admin. Fee	9,550.20	9,550.19	9,645.69	
59530	Transfer to Other Service - Community Services F	152,321.12	152,321.05	170,415.62	
60000	Capital Expenditures	871.20	635,971.00	713,000.00	water service work, with proper drinking fountain and electrical lighting
Total Expenses		793,473.15	1,677,302.24	1,726,869.30	

Total Service	360,893.03	0.00	0.00

Regional District of Central Kootenay

Unaudited Service Statement

S202 Regional Parks-Nelson, Salmo and Areas E, F and G

Period: December 2021

REVENUE

Account		Project	Workorder		Current Month	Year To Date Actuals	Total Year Budget	Budget Remaining	Budget Utilization
41010	Requisitions - Subtotal				0	822,871	822,871	0	100%
41020	Grants in lieu of Taxes - Subtotal				0	2,591	0	(2,591)	0%
42045	Rental Income - Specified - Subtotal				0	2,320	0	(2,320)	0%
43020	Grants - Subtotal				0	0	210,000	210,000	0%
43025	Grants - Specified - Subtotal				0	39,400	0	(39,400)	0%
43030	Community Works Grants (Internal) - Subtotal				0	0	257,431	257,431	0%
43505	External Contributions & Contracts - Specified - Subtotal				0	0	112,000	112,000	0%
49100	Prior Year Surplus - Subtotal				0	287,184	275,000	(12,184)	104%
Revenue					0	1,154,366	1,677,302	522,936	69%

OPERATING EXPENSES

Account		Project	Workorder		Current Month	Year To Date Actuals	Total Year Budget	Budget Remaining	Budget Utilization
51010	Salaries - Subtotal				958	12,790	13,300	510	96%
51030	Benefits - Subtotal				158	1,528	2,350	822	65%
52010	Travel - Subtotal				0	31	0	(31)	0%
52030	Memberships, Dues & Subscriptions - Subtotal				0	0	0	0	0%
53020	Admin, Office Supplies & Postage - Subtotal				0	0	5,000	5,000	0%
53040	Advertising - Subtotal				0	8,681	0	(8,681)	0%
53050	Insurance - Subtotal				0	6,320	5,660	(660)	112%
53080	Licence & Permits - Subtotal				0	(1,290)	700	1,990	-184%
54010	Legal - Subtotal				0	2,358	0	(2,358)	0%
54030	Contracted Services - Subtotal				1,725	98,001	181,720	83,719	54%
54040	Consulting Fees - Subtotal				626	1,399	30,000	28,601	5%
55010	Repairs & Maintenance - Subtotal				750	47,297	81,000	33,703	58%
55020	Operating Supplies - Subtotal				0	19,751	13,800	(5,951)	143%
55030	Equipment - Subtotal				0	14,953	43,600	28,647	34%
55040	Utilities - Subtotal				40	1,618	2,700	1,082	60%
55050	Vehicles - Subtotal				244	337	0	(337)	0%
55060	Rentals - Subtotal				0	0	40	40	0%
57010	Grants - Subtotal				350,010	370,010	386,000	15,990	96%
Operating Expenses					354,511	583,783	765,870	182,087	76%

CAPITAL EXPENSES

Account		Project	Workorder		Current Month	Year To Date Actuals	Total Year Budget	Budget Remaining	Budget Utilization
60000	Capital Expenditures - Subtotal				0	871	635,971	635,100	0%
Capital Expenses					0	871	635,971	635,100	0%

NON-OPERATING EXPENSES

Account		Project	Workorder		Current Month	Year To Date Actuals	Total Year Budget	Budget Remaining	Budget Utilization
56010	Debenture Interest - Subtotal				0	3,883	6,275	2,392	62%
56020	Debenture Principal - Subtotal				0	23,065	22,315	(750)	103%
59000	Contribution to Reserve - Subtotal				0	20,000	20,000	0	100%
59100	Appropriated Operating Surplus - Subtotal				0	0	65,000	65,000	0%
59510	Transfer to Other Service - General Admin. Fee - Subtotal				2,388	9,550	9,550	(0)	100%
59530	Transfer to Other Service - Community Services Fee - Subtotal				38,080	152,321	152,321	(0)	100%
Non-Operating Expenses					40,468	208,819	275,461	66,643	76%

Total Service					(394,979)	360,893	(0)		

2022 Draft Financial Plan

S202 Regional Parks-Nelson, Salmo and Areas E, F and G

CAP1056 *DO NOT USE 2020* COM - Cottonwood Lake Land Acquisition

INCOME

Account	Description	2021 To Date	2021 Budget	2022 Budget	Note

EXPENSES

Account	Description	2021 To Date	2021 Budget	2022 Budget	Note
54010	Legal	0.00	0.00	0.00	
60000	Capital Expenditures	871.20	0.00	0.00	
Total Expenses		871.20	0.00	0.00	

Total Service	-871.20	0.00	0.00	

2022 Draft Financial Plan

S202 Regional Parks-Nelson, Salmo and Areas E, F and G

CAP1062 PRK-BON Regional Park Well

INCOME

Account	Description	2021 To Date	2021 Budget	2022 Budget	Note

EXPENSES

Account	Description	2021 To Date	2021 Budget	2022 Budget	Note
60000	Capital Expenditures	0.00	0.00	0.00	
Total Expenses		0.00	0.00	0.00	

Total Service	0.00	0.00	0.00

2022 Draft Financial Plan

S202 Regional Parks-Nelson, Salmo and Areas E, F and G

OPR274 BAL Balfour Beach Park

INCOME

Account	Description	2021 To Date	2021 Budget	2022 Budget	Note
42045	Rental Income - Specified	110.00	0.00	0.00	
49100	Prior Year Surplus	40,834.70	0.00	0.00	
Total Income		40,944.70	0.00	0.00	

EXPENSES

Account	Description	2021 To Date	2021 Budget	2022 Budget	Note
51010	Salaries	1,620.32	800.00	4,500.00	cost of garbage collection and maintenance
51030	Benefits	143.57	200.00	500.00	benifits
53020	Admin, Office Supplies & Postage	0.00	0.00	0.00	
53040	Advertising	660.83	0.00	0.00	
54030	Contracted Services	342.40	20,000.00	25,000.00	First Nations Work for washroom, machine time, parts and construction
55010	Repairs & Maintenance	501.20	10,000.00	5,000.00	operating maintenacde
55020	Operating Supplies	3,382.63	0.00	0.00	
55030	Equipment	2,354.00	7,500.00	7,500.00	signage (NEW)
Total Expenses		9,004.95	38,500.00	42,500.00	

Total Service	31,939.75	-38,500.00	-42,500.00

2022 Draft Financial Plan

S202 Regional Parks-Nelson, Salmo and Areas E, F and G

OPR275 Bonnington Park

INCOME

Account	Description	2021 To Date	2021 Budget	2022 Budget	Note
49100	Prior Year Surplus	6,810.05	0.00	0.00	
Total Income		6,810.05	0.00	0.00	

EXPENSES

Account	Description	2021 To Date	2021 Budget	2022 Budget	Note
51010	Salaries	5,055.47	4,000.00	5,500.00	xeroscape gardening
51030	Benefits	562.27	600.00	606.00	benifits
52010	Travel	30.90	0.00	0.00	
53040	Advertising	26.77	0.00	0.00	
53050	Insurance	70.40	60.00	100.00	
53080	Licence & Permits	0.00	100.00	100.00	
54030	Contracted Services	11,993.53	11,400.00	12,000.00	maintenace work
55010	Repairs & Maintenance	19,406.64	4,000.00	8,000.00	winter work, xeroscape garden material, field maintenance
55020	Operating Supplies	565.40	1,000.00	0.00	
55030	Equipment	0.00	1,000.00	1,000.00	Winter and summer work
55040	Utilities	271.17	1,000.00	1,000.00	water adn electricity
55050	Vehicles	337.14	0.00	500.00	
60000	Capital Expenditures	0.00	20,000.00	12,000.00	water service work, with proper drinking fountain and electrical lighting
Total Expenses		38,319.69	43,160.00	40,806.00	

Total Service	-31,509.64	-43,160.00	-40,806.00	

2022 Draft Financial Plan

S202 Regional Parks-Nelson, Salmo and Areas E, F and G
OPR276 Cottonwood Lake Park

INCOME

Account	Description	2021 To Date	2021 Budget	2022 Budget	Note
42045	Rental Income - Specified	750.00	0.00	0.00	
43020	Grants	0.00	210,000.00	200,000.00	
43025	Grants - Specified	39,400.00	0.00	0.00	
43030	Community Works Grants (Internal)	0.00	254,971.00	250,000.00	
43100	Proceeds from Borrowing	0.00	0.00	0.00	
49100	Prior Year Surplus	-28,119.43	0.00	0.00	
Total Income		12,030.57	464,971.00	450,000.00	

EXPENSES

Account	Description	2021 To Date	2021 Budget	2022 Budget	Note
51010	Salaries	0.00	500.00	0.00	
51030	Benefits	0.00	100.00	0.00	
53040	Advertising	155.91	0.00	0.00	
54010	Legal	1,689.91	0.00	0.00	
54030	Contracted Services	26,186.55	24,000.00	16,000.00	Park Maintenance contractor, snow plowing
55010	Repairs & Maintenance	609.44	6,000.00	6,000.00	winter work, pumping of washrooms
55020	Operating Supplies	278.80	0.00	0.00	
55030	Equipment	0.00	400.00	0.00	
55050	Vehicles	0.00	0.00	0.00	
56010	Debenture Interest	3,882.90	6,275.00	6,275.00	
56020	Debenture Principal	23,064.51	22,315.00	23,064.00	
60000	Capital Expenditures	0.00	454,971.00	450,000.00	Cottonwood Lake accessability project
Total Expenses		55,868.02	514,561.00	501,339.00	

Total Service	-43,837.45	-49,590.00	-51,339.00

2022 Draft Financial Plan

S202 Regional Parks-Nelson, Salmo and Areas E, F and G

OPR279 Great Northern Trail

INCOME

Account	Description	2021 To Date	2021 Budget	2022 Budget	Note
43505	External Contributions & Contracts - Specified	0.00	112,000.00	112,000.00	DFA Rail trail repair
49100	Prior Year Surplus	73,558.22	0.00	0.00	
Total Income		73,558.22	112,000.00	112,000.00	

EXPENSES

Account	Description	2021 To Date	2021 Budget	2022 Budget	Note
51010	Salaries	3,516.87	3,000.00	3,500.00	out of summer season employees work
51030	Benefits	393.85	500.00	500.00	benifits
53040	Advertising	5,615.36	0.00	0.00	
54030	Contracted Services	27,025.06	35,000.00	50,000.00	Maintenace contract, brushing contract , Apex Ski grooming contract
55010	Repairs & Maintenance	10,257.57	25,000.00	25,000.00	Grading and material, chippier work, signage purchase and repair, Kiosk
55020	Operating Supplies	9,324.29	12,000.00	10,000.00	Dust control
55030	Equipment	7,837.59	19,000.00	15,000.00	new kiosl signage, tables, benches, bollards, gates
60000	Capital Expenditures	0.00	151,000.00	151,000.00	DFA Rail trail Repair
Total Expenses		63,970.59	245,500.00	255,000.00	

Total Service	9,587.63	-133,500.00	-143,000.00

2022 Draft Financial Plan

S202 Regional Parks-Nelson, Salmo and Areas E, F and G

OPR280 James Johnstone Park

INCOME

Account	Description	2021 To Date	2021 Budget	2022 Budget	Note
42045	Rental Income - Specified	100.00	0.00	0.00	
49100	Prior Year Surplus	6,528.58	0.00	0.00	
Total Income		6,628.58	0.00	0.00	

EXPENSES

Account	Description	2021 To Date	2021 Budget	2022 Budget	Note
51010	Salaries	293.07	1,000.00	3,500.00	Fuel mgmt prior to seasonal staff term
51030	Benefits	32.83	150.00	450.00	
54030	Contracted Services	5,149.01	5,500.00	5,500.00	Garbage removal, grounds keeping
55010	Repairs & Maintenance	588.50	4,000.00	750.00	fuel mgmt materials
55020	Operating Supplies	22.65	0.00	0.00	
55030	Equipment	0.00	1,500.00	1,515.00	additional fire pit
Total Expenses		6,086.06	12,150.00	11,715.00	

Total Service	542.52	-12,150.00	-11,715.00

2022 Draft Financial Plan

S202 Regional Parks-Nelson, Salmo and Areas E, F and G

OPR282 McDonalds Landing Park

INCOME

Account	Description	2021 To Date	2021 Budget	2022 Budget	Note
49100	Prior Year Surplus	14,385.66	0.00	0.00	
Total Income		14,385.66	0.00	0.00	

EXPENSES

Account	Description	2021 To Date	2021 Budget	2022 Budget	Note
54030	Contracted Services	0.00	3,000.00	3,000.00	contractor
54040	Consulting Fees	0.00	30,000.00	30,000.00	MP work
55010	Repairs & Maintenance	2,214.25	2,500.00	2,500.00	beam replacement
55030	Equipment	0.00	1,500.00	1,500.00	rentals for maintenace work, sand for winter
Total Expenses		2,214.25	37,000.00	37,000.00	

Total Service	12,171.41	-37,000.00	-37,000.00	

2022 Draft Financial Plan

S202 Regional Parks-Nelson, Salmo and Areas E, F and G

OPR284 Pulpit Rock Park

INCOME

Account	Description	2021 To Date	2021 Budget	2022 Budget	Note
49100	Prior Year Surplus	66,452.68	0.00	0.00	
Total Income		66,452.68	0.00	0.00	

EXPENSES

Account	Description	2021 To Date	2021 Budget	2022 Budget	Note
53020	Admin, Office Supplies & Postage	0.00	0.00	0.00	
54020	Audit - Professional Fees	0.00	0.00	0.00	
54030	Contracted Services	1,657.97	1,820.00	1,820.00	Grounds maintenance
55010	Repairs & Maintenance	2,377.54	2,000.00	2,000.00	Additional crib stair construction
55030	Equipment	952.30	1,700.00	500.00	
Total Expenses		4,987.81	5,520.00	4,320.00	

Total Service	61,464.87	-5,520.00	-4,320.00

2022 Draft Financial Plan

S202 Regional Parks-Nelson, Salmo and Areas E, F and G

OPR287 Rosebud Lake Park

INCOME

Account	Description	2021 To Date	2021 Budget	2022 Budget	Note
49100	Prior Year Surplus	8,647.40	0.00	0.00	
Total Income		8,647.40	0.00	0.00	

EXPENSES

Account	Description	2021 To Date	2021 Budget	2022 Budget	Note
51010	Salaries	0.00	1,000.00	2,400.00	fuel mgmt post SS term
51030	Benefits	0.00	250.00	250.00	
53040	Advertising	345.66	0.00	0.00	
54030	Contracted Services	0.00	4,000.00	6,000.00	Painted turtle habitat improvements
54040	Consulting Fees	1,398.71	0.00	0.00	
55010	Repairs & Maintenance	0.00	3,000.00	1,000.00	
55030	Equipment	1,904.60	3,000.00	5,000.00	kiosk signage, inc. design work
Total Expenses		3,648.97	11,250.00	14,650.00	

Total Service	4,998.43	-11,250.00	-14,650.00	

2022 Draft Financial Plan

S202 Regional Parks-Nelson, Salmo and Areas E, F and G

OPR288 Sunshine Bay Park

INCOME

Account	Description	2021 To Date	2021 Budget	2022 Budget	Note
42045	Rental Income - Specified	110.00	0.00	0.00	
43020	Grants	0.00	0.00	65,000.00	grants for capital work
43030	Community Works Grants (Internal)	0.00	2,460.00	0.00	
49100	Prior Year Surplus	8,296.23	0.00	0.00	
Total Income		8,406.23	2,460.00	65,000.00	

EXPENSES

Account	Description	2021 To Date	2021 Budget	2022 Budget	Note
51010	Salaries	1,699.81	1,500.00	1,600.00	
51030	Benefits	186.90	350.00	350.00	
53040	Advertising	155.91	0.00	0.00	
53050	Insurance	103.58	100.00	101.00	
53080	Licence & Permits	-1,500.00	100.00	100.00	
54030	Contracted Services	7,382.31	12,000.00	16,000.00	Park Maintenace, grant writter
55010	Repairs & Maintenance	9,422.52	8,000.00	8,000.00	Signage replacement, outhouse pumping
55020	Operating Supplies	1,544.67	300.00	200.00	Consumables,
55030	Equipment	0.00	2,000.00	2,020.00	New signage
55040	Utilities	549.19	700.00	707.00	
55060	Rentals	0.00	40.00	0.00	
60000	Capital Expenditures	0.00	10,000.00	100,000.00	Backstop (10k),dock replacement (60k), outhouse replacement (25k)
Total Expenses		19,544.89	35,090.00	129,078.00	

Total Service	-11,138.66	-32,630.00	-64,078.00

2022 Draft Financial Plan

S202 Regional Parks-Nelson, Salmo and Areas E, F and G

OPR289 Taghum Beach Park

INCOME

Account	Description	2021 To Date	2021 Budget	2022 Budget	Note
42045	Rental Income - Specified	250.00	0.00	0.00	
49100	Prior Year Surplus	29,934.43	0.00	0.00	
Total Income		30,184.43	0.00	0.00	

EXPENSES

Account	Description	2021 To Date	2021 Budget	2022 Budget	Note
53040	Advertising	1,444.89	0.00	0.00	
53080	Licence & Permits	0.00	200.00	200.00	
54030	Contracted Services	14,169.13	50,000.00	50,000.00	Park Maintenance Contract, parking lot design, first nations work, dog control
55010	Repairs & Maintenance	1,516.47	6,500.00	6,500.00	washroom pumping, tree work, path work, signage
55020	Operating Supplies	725.42	0.00	1,000.00	sanitiation and waste bags
55030	Equipment	1,904.60	2,500.00	5,500.00	new signage kiosk
55040	Utilities	550.00	0.00	0.00	
Total Expenses		20,310.51	59,200.00	63,200.00	

Total Service	9,873.92	-59,200.00	-63,200.00

2022 Draft Financial Plan

S202 Regional Parks-Nelson, Salmo and Areas E, F and G

OPR494 Morning Mountain Park

INCOME

Account	Description	2021 To Date	2021 Budget	2022 Budget	Note
42045	Rental Income - Specified	1,000.00	0.00	0.00	
49100	Prior Year Surplus	5,226.81	0.00	0.00	
Total Income		6,226.81	0.00	0.00	

EXPENSES

Account	Description	2021 To Date	2021 Budget	2022 Budget	Note
51010	Salaries	604.51	1,500.00	4,000.00	planting and landscape horticultural work
51030	Benefits	208.20	200.00	400.00	
52030	Memberships, Dues & Subscriptions	0.00	0.00	0.00	
53040	Advertising	275.63	0.00	0.00	
53080	Licence & Permits	210.00	300.00	300.00	
54030	Contracted Services	4,095.00	15,000.00	16,000.00	maintenace
55010	Repairs & Maintenance	403.27	10,000.00	15,000.00	winter work, electrical, singage, and washroom pumping
55020	Operating Supplies	3,906.81	500.00	500.00	TP, sanatiation
55030	Equipment	0.00	3,500.00	3,500.00	picnic table adn bences
55040	Utilities	247.47	1,000.00	1,000.00	
Total Expenses		9,950.89	32,000.00	40,700.00	

Total Service	-3,724.08	-32,000.00	-40,700.00	

2022 Draft Financial Plan

S202 Regional Parks-Nelson, Salmo and Areas E, F and G

OVR143 Regional Parks - Nelson, Salmo and Areas E, F and G

INCOME

Account	Description	2021 To Date	2021 Budget	2022 Budget	Note
41010	Requisitions	822,871.00	822,871.24	822,869.30	
41020	Grants in lieu of Taxes	2,591.44	0.00	0.00	
43010	Donations	0.00	0.00	0.00	
49100	Prior Year Surplus	54,628.41	275,000.00	277,000.00	
Total Income		880,090.85	1,097,871.24	1,099,869.30	

EXPENSES

Account	Description	2021 To Date	2021 Budget	2022 Budget	Note
53020	Admin, Office Supplies & Postage	0.00	5,000.00	5,000.00	
53050	Insurance	6,146.35	5,500.00	5,500.00	
54010	Legal	667.65	0.00	0.00	
54030	Contracted Services	0.00	0.00	10,000.00	
57010	Grants	370,010.00	386,000.00	366,000.00	City of Nelson Conribution Agreement
59000	Contribution to Reserve	20,000.00	20,000.00	20,000.00	
59100	Appropriated Operating Surplus	0.00	65,000.00	0.00	
59510	Transfer to Other Service - General Admin. Fee	9,550.20	9,550.19	9,645.69	
59530	Transfer to Other Service - Community Services F	152,321.12	152,321.05	170,415.62	
Total Expenses		558,695.32	643,371.24	586,561.31	

Total Service	321,395.53	454,500.00	513,307.99

REGIONAL DISTRICT OF CENTRAL KOOTENAY

Commission Report

Date of Report:	November 16, 2021
Date & Type of Meeting:	January 26, 2022 NELSON, SALMO AND AREAS E, F, & GREGIONAL PARKS COMMISSON MEETING
Author:	**Cary Gaynor**
Subject:	NELSON CYCLING CLUB FUNDING
File:	01-0520-50

SECTION 1: EXECUTIVE SUMMARY

The purpose of this report is to request the NELSON, SALMO AND AREAS E, F, & G REGIONAL PARKS COMMISSON (NSEFGRPC) consider continued funding for the Nelson Cycling Club in the 2022 NSEFG Parks budget.

SECTION 2: BACKGROUND / ANALYSIS

At the January 28, 2021 NSEFG Commission meeting the Nelson Cycling Club (NCC) presented and provided an information package (please see NCC information letter as part of the agenda package) at both previous NSEFGRPC and the Nelson Recreation Commission. The NCC has requested annual support, in the amount of $40,000.00 to help in the maintenance, administration, management and development of our local trails system.

The RDCK has had a long-standing relationship with the NCC in helping create and maintain local trails within Regional Park tenures and trails that connect our Regional Parks, including, Morning Mountain Regional Park, Cottonwood Lake Regional Park and the Great Northern Trail. The recreational service the NCC provides goes well beyond the capabilities of limited RDCK staff in providing important recreational trail opportunities to the surrounding communities. Creating community partnerships that help provide recreational opportunities is also the direction of 4 different Recreation Management Plans provided to the RDCK since 2012.

Nelson and the surrounding areas are considered one of the best mountain biking communities in the world. Our trails, including Morning Mountain, have been highlighted in international magazines and they attract visitors from all around the world providing major economic and social benefits to the local communities. This highlights the work the NCC has done and continues to do for our community.

Over the last several years, Regional District Area Directors have helped provide funding for the NCC in a number of grant initiatives including Community Work Funding grants and Discretionary Grants. The RDCK has also endorsed the NCC in receiving Provincial Rural Dividend Grant funding. However, yearly grant applications are not a sustainable option for ongoing maintenance and administration costs needed to maintain our local trails to an acceptable standard. The trails managed by the NCC strive to provide safe recreational opportunities for users of all ages and abilities. In 2021, the NCC was provided $20,000 through a contribution agreement from NSEFG Parks Service S202.

In 2021, we also provided Contribution Agreements for the maintenance and management of Kokanee Creek Nature Centre Society, Ymir Community Association (George Murray Memorial Park), Village of Salmo (KP Park) and the City of Nelson (Lakeside Park), in the amount of $366,000.00, all of which are a vital part of our communities and provide a wide range of recreational opportunities.

After meeting with the NCC to discuss the work done this year, they indicated that in 2021 the NCC allocated the $20,000 as follows: ~$8K on Project Management/Administration, ~ $2.5K on the Bike Park (labour shortage - the person working was overbooked), and the remaining $9K in the Mountain Station area. Most of the Mountain Station area costs were spent repairing broken bridges on the multi-use trails in the Cemetery and the Crown/Municipal lands between the rail trail and Anderson Creek private lands. All of these have linkage to our Regional Parks and Trials. The NCC purposefully chose to spend RDCK funds on multi-use trails that have lots of bikers, hikers, dog walkers, and trail runners.

Ongoing financial support to the NCC through the Regional Parks Service will continue to have a positive impact on our Regional Parks and Trails system as a whole. Over the last few years, we have seen a large increase in our communities using our regional park system as well as those recreational assets outside our specific boundaries. This is not likely to slow down in the future and supporting these connecting values can only benefit our park users and continue to provide economic and social benefits that cannot be carried out by staff

SECTION 3: DETAILED ANALYSIS

a. Financial Considerations – Cost and Resource Allocations:

Included in Financial Plan: ☐ YES ☒ NO	**Financial Plan Amendment:** ☒ YES ☐ NO
Debt Bylaw Required: ☐ YES ☒ NO	**Public/Gov't Approvals req'd:** ☐ YES ☒ NO

Funding from $1 - $40,000 would be added to the Nelson Salmo EFG Parks Budget in 2022. Currently in 2022 we have an agreement with the NCC at Cottonwood Lake in which they are contributing $22,000 of grant money to help build an accessible trail system throughout the Park.

b. Legislative Considerations (Applicable Policies and/or Bylaws):

N/A

c. Environmental Considerations:

Maintenance of trails to a high standard supports good environmental practices and minimal impact on our forest and ecosystems, while providing good recreational opportunities

d. Social Considerations:

Local mountain biking trails are part of the fabric our community. The social benefit to providing these recreational opportunities is reflective. Physical literacy from a young age is vital to a healthy community and activities that use and endorse our local trail system cannot be overstated.

e. Economic Considerations:

Nelson and the surrounding areas are considered one of the best mountain biking communities in the world. Our trails including Morning Mountain have been highlighted in international magazines. This provides a large economic benefit to the community.

f. Communication Considerations:

[Communication/Engagement Activities]

g. Staffing/Departmental Workplan Considerations:

Minimal Staff time in providing a funding contribution that has a large overall benefit to the community

h. Board Strategic Plan/Priorities Considerations:

The project is delivered in alignment with the Board's strategic goals of excelling in governance and service delivery and may contribute to strengthening our relationships with community partners.

SECTION 4: OPTIONS & PROS / CONS

Pros:

- The NCC provides recreational opportunities through trail maintenance and management.
- NCC's work on our trails provide a large economic benefit to our community
- Funding provided can ensure some financial stability to future and ongoing administration needs and trail maintenance.

- Providing funding to groups such as the NCC helps fulfil recommendations from the Nelson Recreation Mater Plan
- Helps create local jobs and employ local community members
- Greater partnership opportunities with the RDCK

Cons:

- Added financial funding implications
- All trails not specifically in the RDCK parks.

Options:

- To provide a contribution to the NCC in the full amount of $40,000
- To provide a contribution to the NCC in some amount between $1 and $40,000
- To not provide any funding to the NCC

SECTION 5: RECOMMENDATION(S)

That staff be directed to provide a contribution agreement with the Nelson Cycling Club in the amount of $_____included in the 2022 Financial Plan for Service S202

Respectfully submitted,

Signature:

Name: Cary Gaynor

CONCURRENCE	Initials:
General Manager Community Services	

November 12, 2020

To the RDCK Recreation Commission,

I am writing to make a formal request for support for the Nelson Cycling Club. As you are likely aware, the NCC manages a large network of trails in Nelson, Area E, and Area F. These trails are used by mountain bikers, hikers, trail runners, and dog walkers.

Mountain biking is one of the fastest growing sports in British Columbia. In 2020, the Nelson Cycling Club saw a 300% increase in trail use[1], as well as a 17% increase in paid membership and a 30% increase in Facebook followers.

Mountain biking is also one of the fastest growing economic drivers in our community. The high-quality trails in Nelson contribute substantively to tourism, local bike shop employment, and recruitment/retention of residents. This important recreation asset and facility is managed by the NCC and our volunteer Board of Directors.

Our club has been very successful in obtaining grants to support targeted projects focused on enhancing aging infrastructure, increasing connectivity between trails, and broadening options for a wider range of new and intermediate-skilled riders. We acknowledge and are very grateful for the help that the RDCK has provided in obtaining and providing these grants.

With our success, however, comes an increased workload for program management, trail maintenance, organizational capacity, and completion of landuse and tenure agreements. We have not found access to grants to support these activities, and we fund our limited works through membership sales, donations, events, and limited advertisement sales. Most of these funds go to basic trail maintenance, with the growing workload for the other activities done by volunteers.

In 2020, the NCC spent ~$188,000. This is ~ 30-50,000 more than our average budget over the past 5 years. Spending included ~ $124,500 in grant-funded trail work, $19,500 in basic trail maintenance, $25,500 on a special grizzly bear management project, $4000 on improving trail signage, over $9000 on insurance, and $6100 in project administration. Insurance costs were ~ 5% of our budget while project administration/management costs were 3% (not including in-kind costs, which would triple this value). We hired 4 full time and 13 part time contractors. Five of these workers were directly unemployed due to Covid19 and were able to work for the NCC instead of collecting government support.

While our grant funds increased substantively in 2020, our internal fundraising was ~50% less than previous years. This is a direct result of Covid19 and the cancelation of events including our 24th annual Fat Tire Festival, local group ride/race events, and the international TransBC Enduro Race. To

[1] Based on a trail counter at the Morning Mountain Regional Park.

meet our required trail maintenance and insurance costs, we spent ~ $12,500 more than we raised in 2020. Fortunately, we had savings, but this approach is not sustainable.

The NCC, the trails we manage, and the growth of mountain biking are a success story for recreation in our community. Moving forward, our success is most likely to continue with a stable source of basic funding. This will allow us to plan ahead, invest in longer term staff, and hire a coordinator to manage our complex staffing, tenure, and budget needs. Table 1 (below) provides a proposed budget for 2021, including a request for $30,000 from the RDCK. Moving forward, we would like to propose a similar agreement as per the Castlegar Parks and Trails Society and their local RDCK Recreation Commission whereby they receive an annual allocation of ~$30,000 to support the development, maintenance, and management of their (much smaller) trail network.

Table 1. Proposed Budget and Financial Request

	Cost	**NCC**	**RDCK**
Bike Park - All Wheels Park	$ 5,000	In-kind	$ 5,000
Trail Maintenance (blowdown, wear&tear, brushing	$ 25,000	$ 12,500	$ 12,500
Program management and coordination	$ 25,000	$ 12,500	$ 12,500
Insurance, accounting software, website, etc	$ 10,000	$ 10,000	$ -
Trail signage	$ 5,000	$ 5,000	$ -
Special Projects - Grant funded	$ 100,000	$ 100,000	$ -
Annual Costs	**$ 170,000**	**$ 140,000**	**$ 30,000**

I am happy to answer any specific questions that you may have, and on behalf of the Nelson Cycling Club, I greatly appreciate all the support that the RDCK has provided over the past 23 years.

Kind regards,

Deb MacKillop
Nelson Cycling Club
Deb.mackillop@gmail.com
250-505-4676

Jenna Chapman

Sent: January 24, 2022 7:32 PM
Subject: FW: NSEFG Agenda - FW: Back Country Horsemen West Kootenay Chapter - Rosebud Lake Overnight Staging Area Proposal
Attachments: RDCK Rosebud Lake Overnight Staging Area.pdf

Importance: High

From: Wendy Morrison <wmorrison@bbaprogram.ca>
Sent: January 12, 2022 12:15 PM
To: Cary Gaynor <CGaynor@rdck.bc.ca>
Subject: Back Country Horsemen West Kootenay Chapter - Rosebud Lake Overnight Staging Area Proposal
Importance: High

CAUTION **This email originated from outside the organization. Please proceed only if you trust the sender.**

Dear Cary,

Thank you for taking the time to speak to me regarding the Back Country Horsemen – West Kootenay Chapter's interest in extending our current parking area to include an overnight staging area at Rosebud Lake.

Based on our conversation and after speaking with Jeff, I have completed our proposal including area maps from the RDCK website mapping. I have also included a bit of history of the BCH-WKc early site development at Rosebud for your and the committees' information.

I am hoping that this proposal to be included in your next Recreation Planning meeting. I would be available to answer any questions that your committee may have during this meeting if you feel would be appropriate and of interest to the committee.

We hope that the BCH-WKC could get an early approval on this proposal as most of the grants that would be available to us are required to be submitted by February and March of this year. We are very excited about this proposal to enhance the Rosebud Lake area with a quiet and environmentally conscious recreation.

Should you have any questions or concerns, please do not hesitate to contact me.

Kind regards,

Wendy L Morrison- Chair
BCHBC-WKC
(250) 364-0990

Wendy L Morrison
Basin Business Advisor
Southwestern Basin Region
Ph: (250) 921-5333

Introduction:

Locals Richie Mann and Graham Jones established the Back Country Horsemen Society- West Kootenay Chapter in the year 2000. We are a small group of horse people with our current membership at 40 members and we organize approximately 4-6 trail rides in the west Kootenay area per year.

We are finding that safe equestrian areas to ride are depleting every year. This is a concern for many horse people in the area. As a Society of horse people, we are hoping to establish more access to the trails that accommodate horses safely. We have a long-standing good relationship with local communities helping with trail maintenance in the area and are a well-respected group with high standards of environmentally friendly activities that is of great interest to the public. Our mandate is to "Leave no Trace" in all our activities and areas that we ride.

BCH-WKC Current Site at Rosebud Lake:

The BCH-WKC approached RDCK in 2014 to establish a parking and riding area at Rosebud Lake for our group trail rides for the society in the summer months. We received this approval at the time. We have been using this site to park 4-6 horse trailers and ride trails that Sue Burge and volunteers have been working on over the years with no community concerns.

Location of current BCH parking Site at Rosebud Lake:

Cadastre Legal Parcel Folio 707.09762.925 PID 024-214-876 Site Address 755 ROSEBUD LAKE RD, NELWAY Actual Use 2 Acres Or More (Vacant) Plan Number NEP62347 LTO Number KM166165 Lot 1 Block District Lot 9764 Land District KOOTENAY Legal Long LOT 1 PLAN NEP62347 DISTRICT LOT 9764 KOOTENAY LAND

BCH- WKC 2022 Overnight Staging Area Request:

It is our hope that we can add to our current parking site, a small open area where we can further develop an overnight site with safe holding pens. I believe it was the plan initially, that we would develop this area further to incorporate a small area to camp. The Map below is the initial proposal and site location of our current parking area.

This current site is perfect for our BCH group. It is some distance from the lake and we have encountered no problems with the public or other users of the area. From our current parking site, we propose to have an extension of this area that to be located just to the north of the parking area, with an entrance possible from the current parking site. There will be no need to build an additional entry off the Rosebud Lake Road.

Overnight Staging Area Details:

We propose an extension of the current site, with a direct entry from the north-parking site at our current location. The BCH-WKC area would be at least 20 feet off the road and at least 15 feet from the current established trail. A large flat area is currently a small forest with young trees and bush. A site we would have to clear, will be approximately 150 feet long (heading towards the lake) and approximately 100 feet wide. Sue Buerge and I have walked this area and have found it to be one of the few level spots. Please see the following RDCK site map of our current parking location with a red marker as to scale, to the size and location of the proposed area.

Site Location Map of current parking area and proposed Overnight Staging area from RDCK Mapping:

Legend: Red Rectangle is location of planned clearing area for the BCH Camping area

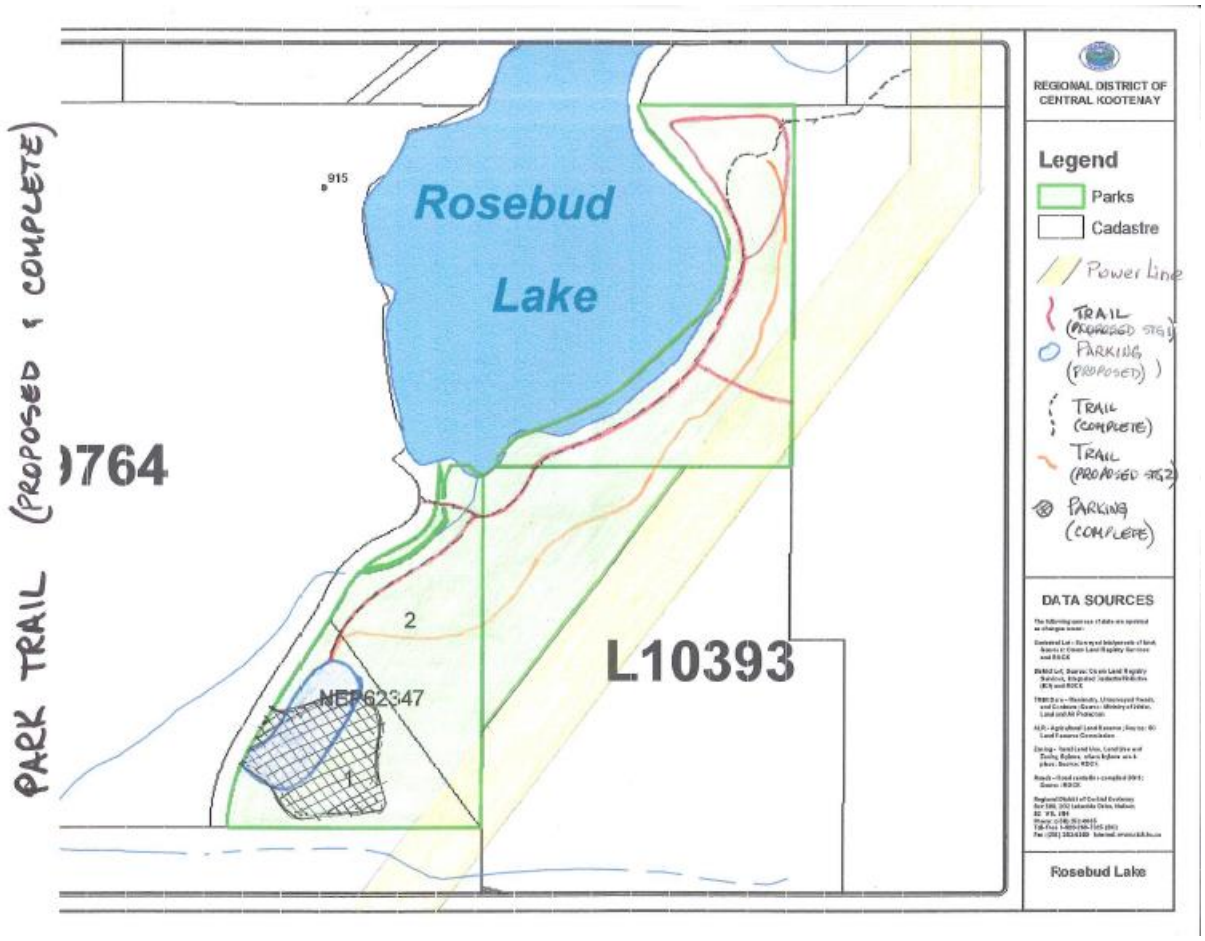
Size of Overnight Site area: 150' long X 100' wide (to scale- yellow type on map)

Details of the BCH Project:

The Back Country Horsemen- West Kootenay Chapter have several granting opportunities for this kind of development. Upon approval to go forward with this project, we would hire professional foresters to clear the area, leaving select older trees. Generally, it will be an open area so that horse trailers can turn around. We would be placing 6-8 (16' x 16') portable steel pens for overnight holding for our horses. These pens will be made of solid steel, will have a welded security deterrent, and left in place for the member's use. They will be located at the far North end of the cleared site. Should our fundraising efforts permit, BCH-WKC would also place a large ring fire pit in the center of the area for riders to have a bonfire and tell stories of the days ride.

Possible Granting Opportunities:

1) CBT Trail Development Grant
2) CBT Seniors Recreation Grant
3) Horse Council BC
4) Regional Districts Matching Grants



Over the last six years, we have spent countless volunteer hours to clear the current trails. We would utilize these trails with the availability of an overnight area to eliminate driving and trail riding the same day. With the current busy highway traffic, this is keeping some members from coming on rides.

The BCH-WKC has taken the utmost care in establishing trails with respecting trees with minimal cutting while opening many area trails for the hikers. We are good environmental stewards with a recreation that is quiet, and of historic and public interest. The mandate of the BCH Society is “Leave no Trace” for all the areas, we ride. Our signage will indicate this rule, “Bring it in, take it out”.

Timelines:

Proposed start up: August 2022

Grant applications in by February/March 2022

We anticipate completing this project in the fall 2022.

Contacts:

Wendy L Morrison- Chairperson

Back Country Horsemen of BC West Kootenay Chapter

Email: artlinkbc@gmail.com

Phone: (250) 364-0990

Regional District of Central Kootenay
Box 590, 202 Lakeside Drive
Nelson, BC V1L 5R4
Phone: (250) 352-6665 or 1-800-268-7325
Fax: (250) 352-9300
E-mail: rdck@rdck.bc.ca

LEASE AGREEMENT

File #: 2021-87-PKS
Park: SUBP
GL Code: 42040 / OPR288-100

THIS LEASE AGREEMENT executed in duplicate and dated for reference the:

_____ day of _____, _____.
(Day) (Month) (Year)

REGIONAL DISTRICT OF CENTRAL KOOTENAY
(hereinafter called the "**RDCK**")
A Regional District established under the *Local Government Act* at the following address:
Box 590, 202 Lakeside Drive
Nelson, B.C., V1L 5R4

Telephone: 250.352.1574
Email: parks@rdck.bc.ca

AND

SUNSHINE BAY RIDING CLUB
(hereinafter called the "**Tenant**")
A Society incorporated under the *Society Act* of the Province of B.C. at the following address:
6375 Erindale Road
Nelson, B.C., V1L 6P8

Telephone: 250 551 5568
Email: amythomson2020@gmail.com

WHEREAS:

A. The *Local Government Act* authorises the RDCK to lease any real property held or owned by the RDCK;

B. The RDCK being the registered owner and operator of lands legally described as that portion of Lot 1, DL 222 and 4395, Plan NEP 79756, Kootenay District, which is commonly known as Sunshine Bay Regional Park, West Extension, located at 6375 Erindale Road, Harrop, British Columbia, a portion of which is identified as 'the Sunshine Bay Riding Grounds' shown outlined in red on the attached Schedule A (the "**Premises**");

C. The RDCK offers to lease to the Tenant the Premises as shown in Schedule A, for the sum of One ($1.00) Canadian Dollar, and the Tenant, by execution of this Agreement accepts the offer, subject to the terms and conditions set out in this Agreement.

NOW THEREFORE THIS AGREEMENT is evidence that in consideration of the mutual promises contained in this Lease and other good and valuable consideration paid by each of the parties to the other (the receipt and sufficiency of which each party acknowledges), the parties covenant and agree as follows:

ARTICLE 1 – DEFINITIONS AND INTERPRETATION

1.1 In this Lease, words and phrases shall be defined as follows:

(a) "**Building**" means the structure located at 6375 Erindale Road, Harrop as of the date of this Agreement;

(b) "**Commencement Date**" has the meaning defined in section 2.1 of this Lease;

(c) "**Lease Area**" means that part of the Premises outlined in Schedule A attached to and forming a part of this Lease:

(d) "**Leasehold Improvement**" means any improvements made by the Tenant to the Leased Area;

(e) "**Major Repair**" means any major repairs, capital costs or replacements of the Lease Area exceeding $5,000 in value individually or $10,000 cumulatively in any year of the Term required by reasonable wear and tear and damage by fire, lightning and tempest or other casualty against which the RDCK is insured.

(f) "**Rent**" has the meaning defined in section 3.1 of this Lease;

(g) "**Term**" means the period from the Commencement Date until the Termination Date as defined in section 2.1 of this Lease; and

(h) "**Termination Date**" has the meaning defined in section 2.1 of this Lease.

1.2 **Interpretation –** Wherever the singular or masculine or neutral is used in this Lease, the same shall be construed as meaning the plural, the feminine or body corporate where the context so requires.

1.3 **References to Tenant** – Any reference to the "Tenant" includes, where the context allows, subtenants and occupants of the Tenant and employees, agents, licensees and invitees of the Tenant and all others over whom the Tenant may reasonably be expected to exercise control and any default in observing or performing the Tenant's obligation by such person, will be deemed to be defaults of the Tenant.

1.4 **Captions** – The captions appearing in this Lease have been inserted for reference and as a matter of convenience and do not define, limit or enlarge the scope or meaning of this Lease.

1.5 **Schedules** – The following schedules are attached to and forms part of this Lease:

(a) Schedule A – Lease Area and Common Areas

(b) Schedule B – Schedules, terms and conditions for use of Lease Area

ARTICLE 2 – DEMISE AND TERM

2.1 **Demise and Term** – RDCK hereby demises and leases to the Tenant the Lease Area for a term of ten (10) years commencing May 1, 2021 (the "**Commencement Date**") to April 30, 2031 or such earlier or later date as may be determined by the mutual agreement of the parties or in accordance with this Lease (the "**Termination Date**"), to have and to hold for the Term as the Tenant, and the Tenant does hereby accept the demise and lease of the Lease Area, all subject to the covenants, conditions and agreements herein contained;

2.2 **Quiet Enjoyment** – Subject to this Lease, the Tenant will and may peaceably hold and enjoy the Lease Area during the Term without interruption or disturbance by RDCK or any person lawfully claiming under RDCK, unless mutually agreed to by the Tenant and the RDCK, subject only to section 2.3;

2.3 The RDCK reserves the right to cancel regular activities which have been booked outside of the Lease Area for rentals. All efforts will be made to give as much notice as possible to the Tenant.

ARTICLE 3 – RENT

3.1 **Rent** – The Tenant shall pay to the RDCK rent in the amount of $1.00 per year, to be paid in advance of the Term (the "**Rent**").

(a) Rent to be paid in full by cheque, money order, or bank draft made out to the: "Regional District of Central Kootenay".

(b) Payment by the date specified shall be directed to the RDCK office in Nelson.

(c) A signed/stamped receipt will be issued from the RDCK in either case.

~~3.2 **Interest on Amounts in Arrears –** The Tenant will pay to RDCK, interest at a rate equal to three percent per year above the prime commercial lending rate per year charged by the Royal Bank of Canada at its main branch in Vancouver, at the start of each month, calculated and compounded monthly, upon all Rent or other expenses required to be paid under this Lease, from the due date for payment until paid. This stipulation for interest will not prejudice any other right or remedy of RDCK under this Lease or at law or at equity.~~

3.3 **Lease Area Accepted "As Is"** – The Tenant accepts the Lease Area "as is" and acknowledges that RDCK has made no representations or warranties respecting the Lease Area.

3.4 **Net Lease** – Except as otherwise provided in this Lease, it is the intention of both parties that this is a "Net Lease" and that all expenses, costs and payments incurred in respect of the Lease Area and any other improvement to the Lease Area or anything affecting the Lease Area shall be borne by the Tenant, in addition to the Tenant's obligation to pay Rent and otherwise abide by the terms of this Lease and the Contract.

3.5 **Taxes and Fees** – The Tenant shall pay to RDCK all taxes, charges, levies and other fees, including Goods and Services Tax, or any replacement tax, which may be payable in respect of this Lease.

3.6 **Utilities and Janitorial** – The Tenant will be responsible for maintaining the Lease Area in a clean and safe condition.

ARTICLE 4 – USE OF PREMISES

4.1 **Assigning and Subletting** – Except as expressly permitted in this Lease, the Tenant shall not assign this Lease in whole or in part and shall not sublet all or any part of the Lease Area without the Tenant obtaining the prior written consent of RDCK in each instance with such consent not to be unreasonably withheld. In requesting RDCK's consent to an assignment, sublease, or license of the Lease Area, the Tenant must provide RDCK with all information requested by RDCK. The Tenant must, if required by RDCK, enter into sub-leases, assignment agreements or licenses of the Lease Area on terms required by RDCK, including requirements for insurance and indemnities. No assignment by the Tenant will release the Tenant from its obligation to observe or perform the Tenant's obligations under this Lease.

4.2 **Use of Lease Area** – The Tenant covenants and agrees that:

(a) the Tenant will use the Lease Area only for the purpose of a Riding Club, and in accordance with the schedules, terms and conditions described herein and in Schedule B;

(b) for greater certainty, the Tenant agrees that the Lease Area must not be used for any other purposes unless the Tenant obtains the prior written approval of RDCK.

ARTICLE 5 – TENANT'S REPRESENTATIONS AND UNDERTAKINGS

5.1 **Legal Status** – The Tenant warrants, represents and agrees that:

(a) it has taken all necessary or desirable actions, steps and other proceedings to approve or authorize, validly and effectively, the entering into, and the execution, delivery and performance of this Agreement;

(b) the Tenant is duly incorporated and validly existing under its jurisdiction of incorporation, is in good standing under the legislation governing it, and has made all filings required under such legislation; and if acting under a formal society should provide reference of their standing under the Societies Act.

(c) it has the power and capacity to enter into and carry out the transaction provided for in this Agreement.

5.2 **Construction –** The Tenant may, if the Tenant is not then in default under this Lease and with the prior written consent of RDCK, undertake minor improvements, construction or renovations of the Lease Area. In giving its consent, RDCK may impose any conditions, including, without limitation, location requirements, use restrictions, financial restrictions, insurance requirements and security obligations. There is no obligation by RDCK to pay for the Leasehold Improvements. The Tenant acknowledges that all improvements to the Lease Area, past and present, are to remain affixed to the Lands.

5.3 **Reverter –** The Tenant acknowledges that in the event the Lease is terminated subject to sections 2.1 and 7.4, all improvements on the Lease Area, past and present, shall become the property of RDCK.

5.4 **Permits Required** – The Tenant acknowledges that prior to undertaking any improvements, construction or renovations of the Lease Area, the Tenant must obtain a building permit, where applicable, and comply with all other bylaw requirements imposed by RDCK on construction and development within its boundaries.

5.5 **Compliance with Laws** – The Tenant will at all times during the Term and any Renewal Term use and occupy the Lease Area and Common Areas in compliance with all statutes, laws, regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or municipal laws or statutes or bylaws relating to environmental matters, including all the rules, regulations, policies, guidelines, criteria or the like made under or pursuant to any such laws.

5.6 **Zoning** – Without limiting section 5.5, the Tenant acknowledges that the Tenant must not use the Lease Area or permit a use in breach of RDCK's applicable zoning bylaws.

5.7 **No Nuisance** – The Tenant will make reasonable efforts to not, at any time during the Term or any Renewal Term, use, exercise or carry on or permit or suffer to be used, exercised or carried on, in or upon the Lease Area or Common Areas or any part thereof any noisy, noxious or offensive art, trade, business, occupation, or event and, the Tenant will not carry on, or suffer or permit to be carried on, any act, matter or thing which will or may constitute a nuisance or an unreasonable annoyance to RDCK, to any occupant of Lease Area or Common Areas and premises in the vicinity of the Lease Area or Common Areas or to the public generally.

5.8 **Liens and Judgments** – The Tenant will not permit any liens, judgments or other charges to be registered against the Lands except those charges permitted in writing by RDCK. Unless otherwise agreed in writing,

if any lien, judgment or other charge is registered, the Tenant will obtain its discharge within 30 days of the said registration.

5.9 **Filing Notice of Interest** – Throughout the Term, RDCK is entitled to file a Notice of Interest pursuant to the *Builders Lien Act, SBC* 1997, c. 45 as amended or re-enacted, in the appropriate Land Title Office against title to the Lands.

5.10 **Repairs and Maintenance** – Except for Major Repairs, throughout the Term:

(a) at its own expense, the Tenant shall repair and maintain and keep the Lease Area in a state of good repair as a prudent owner would do;

(b) RDCK will not be obliged to repair, maintain, replace or alter the Lease Area or Leasehold Improvements during the Term thereto:

(i) unless required due to the acts, omissions or negligence of RDCK or other leaseholders or as determined necessary by RDCK; or

(ii) save and except for such services and utilities as RDCK may be required to provide strictly in its capacity as a local government and not in its capacity as a landlord;

(c) subject to section 5.11, the Tenant hereby assumes the full and sole responsibility of the condition, operation, maintenance, repair, replacement and management of the Lease Area and Leasehold Improvements during the Term; and

(d) all repairs will be in all respects to a standard equal to or greater the original work and material in the improvements, and will meet the lawful requirement of all statutory authorities.

(e) the Tenant must inform and receive prior approval from the RDCK prior to making any improvements.

5.11 **Repair According to Notice** – Without restricting the generality of section 5.10, the Tenant will do all repairs and maintenance that it is obliged to do pursuant to section 5.10 promptly upon notice from RDCK. If the Tenant does not perform all repairs and maintenance promptly upon notice from RDCK, RDCK reserves the right to enter the Lease Area to restore the Leasehold Improvements back to the state of good repair. The Tenant will pay to RDCK, on demand, RDCK's cost of so doing.

5.12 **Public Safety** – The Tenant shall take all reasonable precautions to ensure that safety of persons using the Lease Area and Common Areas.

5.13 **Waste** – The Tenant will not commit, suffer, or permit any willful or voluntary waste, spoil or destruction of the Lease Area.

5.14 **Right to Inspect** – The Tenant shall permit RDCK to enter the Lease Area at all reasonable times to determine if the Tenant is complying with all its promises under this Lease.

5.15 **Worksafe BC Coverage** – If required by law, the Tenant will, at its cost, carry and pay for full workers' Worksafe BC coverage in respect of all workers, employees and other persons engaged in any work or service, non-payment of which would create a lien claim on the Lease Area or the leasehold interest.

5.16 **Environmental Contamination** –The Tenant will at all times and in all respects comply with and abide by the requirements of all applicable Federal, Provincial or Municipal statutes, bylaws, regulations, orders

and guidelines, which deal with environmental protection and safety and any contaminant, pollutant, dangerous substance, liquid waste, industrial waste, hauled liquid waste, and hazardous material or hazardous substance. Without limiting the foregoing, the Tenant will comply with the following provisions:

(a) the Tenant will comply with any and all duties, obligations or liabilities under any relevant law in respect of the Lease Area and Common Areas, including but not limited to any costs, expenses or liabilities for any remedial action for any pollution of the Lease Area caused by the Tenant during the Term;

(b) the Tenant must provide RDCK with immediate notice of any condition on the Lease Area or that may result in any fines, penalties, orders, proceedings, investigations, litigation or enforcement proceedings, made or threatened by any third parties or governmental agencies upon becoming aware of such condition; and

(c) the Tenant must provide RDCK with immediate notice in writing, upon the Tenant becoming aware of any contamination of the Lease Area.

5.17 **Amendment to Articles or Bylaws** – The Tenant will provide RDCK with not less than 30 days written notice of any planned amendment to the Tenant's articles or bylaws and its status as a corporation under the *Business Corporations Act* or the *Societies Act.*

ARTICLE 6 – INSURANCE AND INDEMNITY

6.1 **Insurance** – The parties agree as follows:

(a) ~~RDCK shall be responsible for and pay for all fire and other property damage insurance in respect of the Premises~~;

(b) subject to subsection (a), the Tenant is responsible for insuring the Lease Area and the contents of them and all other improvements, including fixtures, appurtenances, contents, equipment, installations and electrical distribution system, based upon full insurable values, with "all risks" coverage on the replacement cost basis, flood and earthquake endorsements, and a maximum deductible of $1,000 for any one loss;

(c) The Tenant must deliver to the RDCK an executed copy of a Certificate of Insurance in a form satisfactory to the RDCK confirming that the Tenant has taken out and is maintaining comprehensive general liability insurance and all risk tenant's legal liability insurance (the "**Insurance Policies**") including without limitation, coverage for the indemnity provided herein, on terms satisfactory to the RDCK. The Insurance Policies shall name the RDCK as additional insured. The Insurance Policies shall be written on a comprehensive basis with inclusive limits of not less than $5,000,000.00 per occurrence, or such higher limits as the RDCK may require from time to time. The Insurance Policies shall include a clause providing that the insurer will give to the RDCK 30 day's prior written notice in the event of cancellation or material change in the terms of the Insurance Policies. If the Insurance Policies expire during the Term, the Tenant shall renew the Insurance Policies prior to the expiry date and provide a Certificate of Insurance confirming such renewal to the RDCK. In the event the Tenant shall fail to take out and maintain such liability insurance at all times during the Term as provided in this section, the RDCK shall be entitled to take out and maintain equivalent insurance at the cost of the Tenant, or at the option of the RDCK, shall be entitled to terminate this Agreement in which event all rights of the Tenant to use the Facility shall immediately cease.

(d) on or before the Commencement Date and at other times upon demand by RDCK, the Tenant shall deliver to RDCK certified copies of the policies of insurance required to be maintained by the Tenant under this Lease;

(e) RDCK may, from time to time, notify the Tenant of RDCK's desire to change the amount of insurance required by this Lease and upon receiving such notification from RDCK, the Tenant will:

(i) within 30 days of receiving such a notice, cause the amounts to be changed and deliver to RDCK a letter from its insurer certifying the change in the amount of insurance; or

(ii) alternatively, within 30 days of receiving such notice, advise RDCK in writing that it objects to a change in the insurance required and the reasons for its objection and upon such objection, the parties shall use their best efforts to resolve the issue(s) underlying the objection;

(f) the Tenant shall ensure that all policies of insurance pursuant to this Lease are:

(i) placed with insurers licensed in British Columbia;

(ii) are written in the name of the Tenant and RDCK with loss payable to them as their respective interests may appear;

(iii) contain a cross liability clause and a waiver of subrogation clause in favour of RDCK;

(iv) primary and does not require the sharing of any loss by any insurer that insures RDCK;

(v) contain a clause to the effect that any release from liability entered into by RDCK prior to any loss shall not affect the right of Tenant or RDCK to recover; and

(vi) endorsed to provide RDCK with 30 days advance notice in writing of cancellation or material change;

(g) all policies may provide that the amount payable in the event of any loss will be reduced by a deductible, in a maximum amount of $5,000. The Tenant will be solely responsible for any and all insurance deductible;

(h) if the Tenant at any time fails to maintain any insurance it is required to maintain, then RDCK may obtain and maintain such insurance in such amounts and with such deductible amounts and for such periods of time as RDCK reasonably deems advisable. The Tenant will pay to RDCK, on demand, RDCK's cost of so doing; and

(i) any disputes between the parties with respect to insurance under this section 6.1 shall be resolved by application of the dispute resolution provisions under section 7.9.

(j) the Tenant will not do or permit anything to be done whereby any of the RDCK's policy of insurance on the premises ~~buildings~~ or any part policy of insurance on the premises ~~buildings~~ or any part thereof may become void or voidable or whereby the premium thereon may be increased.

6.2 Notwithstanding the provision of any insurance coverage by the RDCK, the Tenant shall indemnify and save harmless the RDCK, its elected officials, employees, successor(s), assign(s) and authorized

representative(s) and each of them from and against losses, claims, damages, actions, and causes of action (collectively referred to as "**Claims**"), that the RDCK may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of wrongful acts, errors, omissions or negligent acts of the Licensee or its sub- Licensee(s), servant(s), agent(s) or employee(s) under this Agreement, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by wrongful acts, errors, omissions or the negligent acts of the RDCK;

6.4 **Survival of Indemnity and Release** – The indemnity and release contained in this Lease will survive the expiration or earlier termination of the Term.

ARTICLE 7 – DEFAULT AND DISPUTE RESOLUTION

7.1 **Notice of Default** – If the Tenant defaults in the payment of any money payable under this Lease or fails to observe, comply with or perform any of its covenants, conditions, agreements or obligation under this Lease, RDCK may deliver to the Tenant a notice of default (in the manner required herein for giving notices) stipulating that the default must be rectified or cured within 30 days of the notice if the default is non-payment of Rent and within 60 days of the notice for other defaults, but less or no notice is required to be given by RDCK in emergency or urgent circumstances, as determined by RDCK in its sole discretion, acting reasonably, or where the Tenant has failed to keep the Lease Area insured or where the Lease Area remains vacant or unoccupied or not used for the purposes herein permitted for 30 consecutive days or more.

7.2 **RDCK's Right to Perform** – If the Tenant fails to rectify or cure a default within the time and in the manner specified in section 7.1 and if the default is one that can be rectified or cured by RDCK, RDCK may, without further notice to the Tenant, take all steps considered in its sole discretion necessary to rectify or cure the default and all costs of doing so, including the cost of retaining professional advisors, shall be payable immediately by the Tenant as additional Rent. Nothing in this Lease obligates RDCK to rectify or cure any default of the Tenant but should RDCK choose to do so, RDCK shall not be liable to the Tenant for any act or omission in the course of rectifying or curing or attempting to rectify or cure any default.

7.3 **Distress** – If the Rent payable by the Tenant under this Agreement is in arrears, RDCK or a person authorized in writing by RDCK may enter upon the Lease Area and seize any goods or chattels and may sell the same.

7.4 **Provisos** – Provided always and it is hereby agreed that RDCK may, without further notice to the Tenant, terminate this Lease and re-enter and take possession of the Lease Area if:

(a) the Rent or any other amount due to RDCK hereunder is unpaid for 30 days after notice pursuant to section 7.1; or

(b) the Tenant fails to observe, comply with or perform any of its covenants, agreements or obligations herein and the failure is not rectified or cured by the Tenant within the time specified in section 7.1.

The Tenant will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Lease under this section. If RDCK terminates this Lease, RDCK retains the right to proceed at law against the Tenant for all of the Rent and other loss or damage and costs.

7.5 **Costs** – If the Tenant defaults on this Lease, the Tenant will pay to RDCK RDCK's full costs including legal costs arising from the default, whether before action or otherwise and, at the option of RDCK, upon a solicitor and client basis.

7.6 **Remedies Cumulative** – RDCK's remedies in this Lease are cumulative and are in addition to any remedies of RDCK at law or in equity.

7.7 **Dissolution** – If an order is made, a resolution passed or a petition filed for the liquidation or winding up of the Tenant or of a receiver or receiver-manager is appointed to administer or carry on the Tenant's business or if the Tenant fails to maintain itself in good standing as a corporation under the *Business Corporations Act*, as a society under the *Societies Act* or other enabling legislation as applicable, then at the option of RDCK, the Rent and all outstanding levies and charges shall become immediately due and payable and this Lease shall immediately become forfeited and void and RDCK may re-enter and take possession of the Lease Area.

7.8 **Bankruptcy** – If this Lease is at any time seized or taken in execution on in attachment by any creditor of the Tenant, or if the Tenant should become insolvent or make any assignment for the benefit of creditors, or commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankrupt petition is filed or presented against the Tenant or the Tenant consents to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging the Tenant to be bankrupt under any law relating to bankruptcy and insolvency, then at the option of RDCK, the Rent and all outstanding levies and charges shall become immediately due and payable and this Lease shall immediately become forfeited and void and RDCK may re-enter and take possession of the Lease Area.

7.9 **Dispute Resolution** – If the parties to this Lease are unable to agree on the interpretation or application of any provision in the Agreement, or are unable to resolve any other issue relating to this Lease, the parties agree to the following process in the order it is set out:

(a) The party initiating the process will send written notice to the other party;

(b) The parties will promptly, diligently and in good faith take all reasonable measures to negotiate an acceptable resolution to the disagreement or dispute;

(c) If the parties are unable to negotiate a resolution within 30 days of the date the written notice was sent advising of the dispute, the parties may request the assistance of a skilled mediator agreed to by the parties within 30 days written notice of a request to appoint a mediator by any party, failing which the mediator will be appointed by the B.C. International Commercial Arbitration Centre ("**BCICAC**"), and unless the parties agree otherwise, this mediation will follow BCICAC rules and will terminate 30 days after the appointment of the mediator.

7.10 **Cost Sharing for Mediator Process** – Unless otherwise agreed by the parties or ordered by an arbitrator, each party will pay an equal share of the costs for the mediator process.

7.11 **Termination** – Either party to this Agreement retains the option of terminating the activity authorized by this Agreement upon sixty (60) days' written notice.

ARTICLE 8 – GENERAL

8.1 **Notice** – Any notice, document or communication required or permitted to be given hereunder shall be in writing and shall be deemed to be satisfactory if and deemed to have occurred when:

(a) Sent by facsimile transmission or when delivered by hand, on the date of receipt; or

(b) Mailed by prepaid registered mail, on the date received or on the fifth day after receipt of mailing by any Canada post office, whichever is earlier, PROVIDED the notice is sent to the party at the address and facsimile number provided herein or to whatever other address or facsimile number RDCK and Tenant may from time to time advise by written notice. If normal mail service is interrupted by strike, slowdown, force majeure or other cause, then the party sending the notice, document or communication shall fax or deliver such notice, document or communication in order to ensure its prompt receipt.

8.2 **Holding Over** – If the Tenant should hold over after the expiration of the Term and RDCK should accept rent, the new tenancy thereby created shall be a tenancy from month to month and not a tenancy from year to year, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month with Rent payable in an amount equal to 102.7% of the Rent payable at the expiration of the Term or Renewal Term, as the case may be.

8.3 **Legal Costs** – Each of RDCK and the Tenant is responsible for its own legal costs in relation to the preparation and negotiation of this Lease.

8.4 **Own Cost** – The Tenant shall perform all of its obligations, covenants and agreements under this Lease solely at its own cost.

8.5 **Law to the Contrary** – Subject to section 8.2, this Lease shall inure to the benefit of and be binding on the parties notwithstanding any rule of law or equity to the contrary.

8.6 **Severance** – If a court of competent jurisdiction holds any portion of this Lease invalid, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Lease.

8.7 **Governing Law** – This Lease shall be governed by and construed in accordance with the laws of the Province of British Columbia.

8.8 **No Waiver** – Waiver by RDCK of any default by the Tenant shall not be deemed to be a waiver of any subsequent default. A waiver is effective only if it is in writing.

8.9 **References** – Every reference to each party is deemed to include the heirs, executors, administrators, successors, directors, employees, members, servants, agents, officers, and invitees of such party where the context so permits or requires,

8.10 **Amendment** – The Lease may not be modified or amended except by an instrument in writing signed by RDCK and the Tenant.

8.11 **Remedies Not Exclusive** – No remedy conferred upon or reserved to RDCK is exclusive of any other remedy herein or provided by law, but all such remedies shall be cumulative and may be exercised in any order or concurrently.

8.12 **No Joint Venture** – Nothing in this Lease shall constitute the Tenant as the agent, joint venture or partner of RDCK or give the Tenant any authority or power to bind RDCK in any way.

8.13 **Charges on Title** – The Tenant shall abide and observe all requirements and restrictions on the title to Lot 2 registered prior to the Commencement Date.

8.14 **Other Disposition** – RDCK reserves the right to grant rights of way, easements, covenants and other dispositions of the Lease Area or any part of it in a manner consistent with this Lease and the Tenant shall

execute any such document if requested by RDCK. RDCK shall make reasonable efforts to ensure that the activities of the Tenant are not impeded as a result of any grant under this section 8.14. For greater certainty, but without limiting the generality of the foregoing, a right of way, easement, covenant or other disposition is not inconsistent with this Lease if it does not charge the Lease Area.

8.15 **Powers Preserved** – Nothing in this Lease affects the right of RDCK to exercise its power within its jurisdiction.

8.16 **Authority** – The Tenant represents and warrants to RDCK that it has full authority to enter into this Lease and to carry out the actions contemplated herein, that all resolutions and other preconditions to validity have been validly adopted, and that those signing this Lease on its behalf are authorized to bind the Tenant by their signatures.

8.17 **Entire Lease** – The provisions herein contained constitute the entire agreement between the parties and supersede all previous communications, representations, warranties, covenants and agreements whether verbal or written between the parties with respect to the subject matter hereof.

8.18 **Time of Essence** – Time is of the essence of this Lease.

8.19 **Further Assurances** – The parties shall execute and do all such further deeds, acts, things and assurances as may be reasonably required to carry out the intent of this Lease.

8.20 **Covenants and Conditions** – All of the provisions of this Lease shall be deemed and construed to be conditions as well as covenants as though the words specifically expressing or importing covenants and conditions were used in each separate section.

8.21 **No Abatement** – The Tenant is not entitled to any abatement, reduction, or deduction from the Rent.

8.22 **Estoppel Certificate** – The Tenant will, upon request, execute and deliver a certificate certifying the current status of this Lease.

8.23 **Registration** – This Lease is not in registerable form; however, the parties may by mutual consent register a copy of the Lease in the Land Title Office and subject to their mutual agreement, shall execute all necessary actions to effect registration at the cost of the Tenant.

8.24 **Inurement** – This Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors.

8.25 **No Derogation** – Nothing contained or implied in this Lease will impair or affect RDCK's rights and powers in the exercise of its functions pursuant to the *Local Government Act or* any other enactment, and all such powers and right may be fully exercised in relation to the Lease Area as if this Lease had not been entered into between the Tenant and RDCK. The Tenant acknowledges that fulfillment of the condition precedent set out in this Lease may require that the Board of the RDCK adopt bylaws or issue permits and that the passage of said resolutions or adoption of said bylaws or issuance of said permits by the Board of the RDCK are within its sole absolute discretion which is not any manner subject to the provisions hereof.

8.26 **RDCK's Conditions** – This Lease and RDCK's obligations hereunder shall be subject to the approval of RDCK's municipal council and RDCK's compliance with all requirements under the *Community Charter,* the *Local Government Act,* or any other enactment.

As evidence of their agreement to be bound by the above terms, RDCK and the Tenant each have executed this Lease on the respective dates written below:

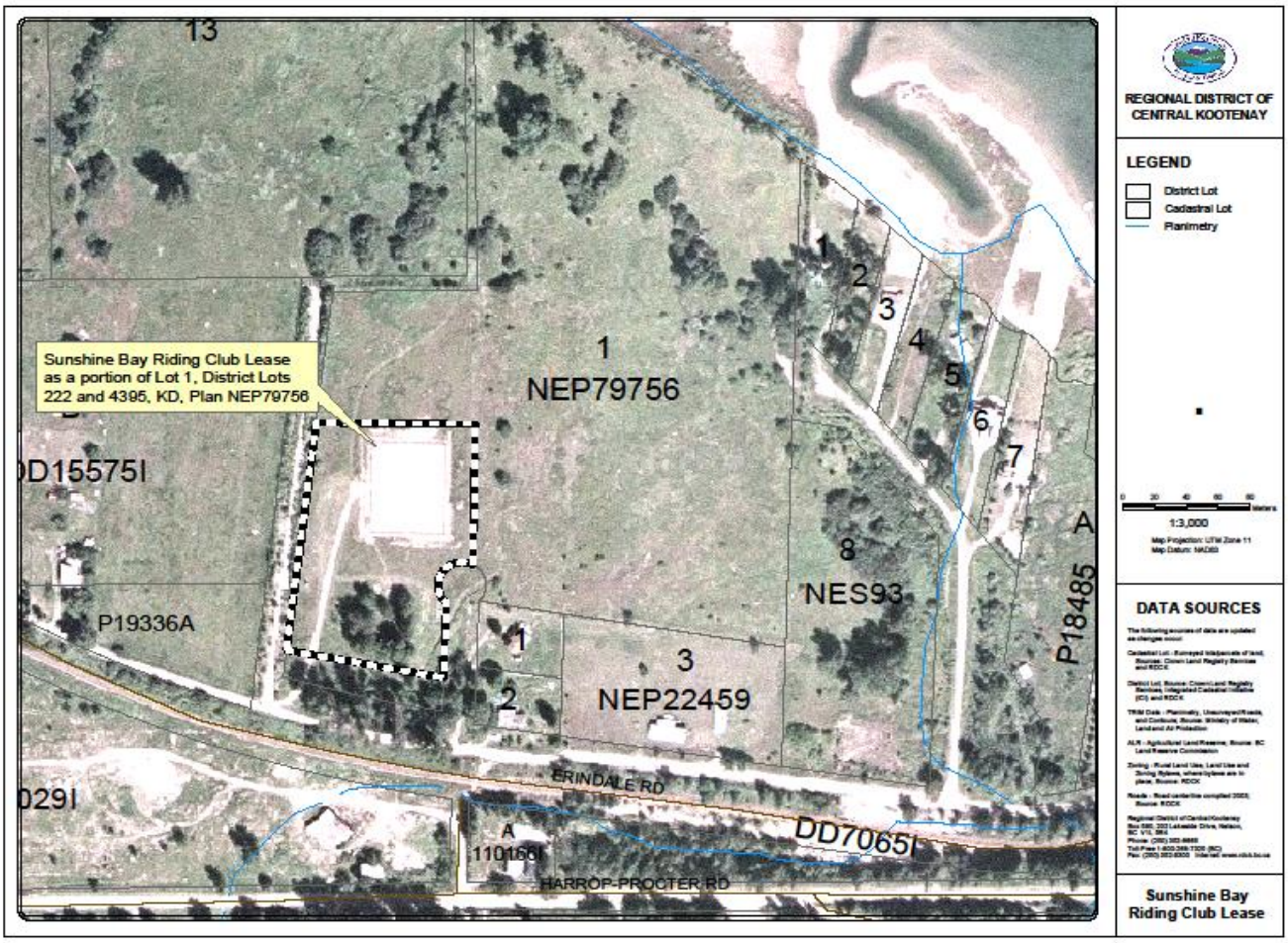
REGIONAL DISTRICT OF CENTRAL KOOTENAY)
by its authorized signatories:)
)
)
)
_____)
Name:)
)
)
_____)
Name:)
)
_____)
Date)
)

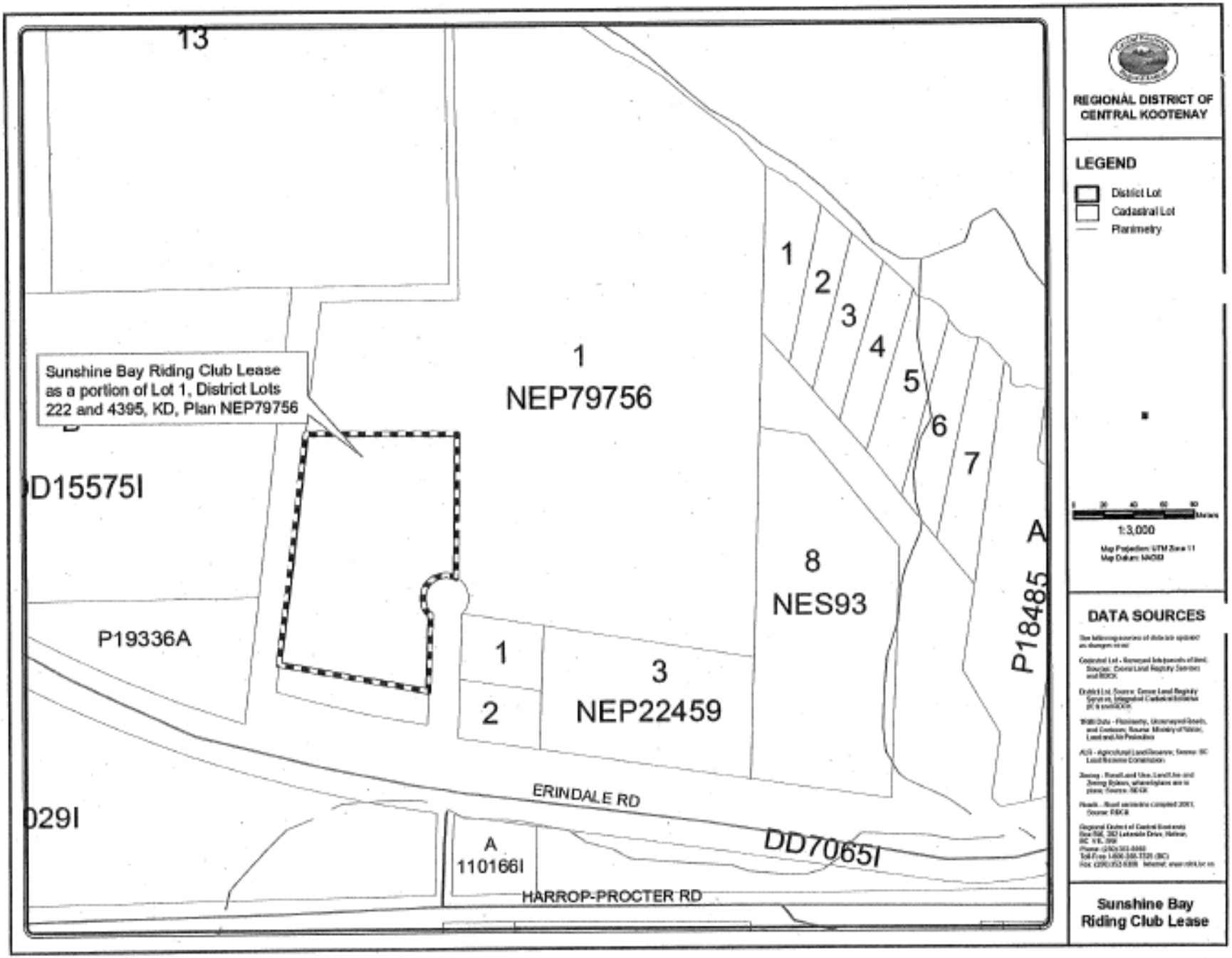
SUNSHINE BAY RIDING CLUB
by its authorized signatories:)
)
)
_____)
Name:)
)
)
_____)
Name:)
)
_____)
Date)

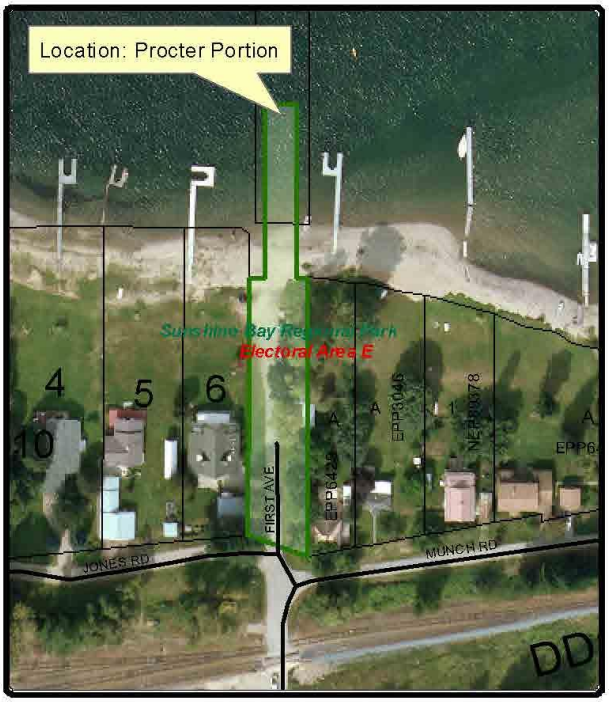
SCHEDULE A

LEASE AREA AND COMMON AREAS

D. The Lease Area to be exclusively leased are lands legally described as that portion of Lot 1, DL 222 and 4395, Plan NEP 79756, Kootenay District, which is commonly known as Sunshine Bay Regional Park, West Extension, located at 6375 Erindale Road, Harrop, British Columbia, a portion of which is identified as 'the Sunshine Bay Riding Grounds' shown outlined in red on the attached map (the "**Premises**");




13
Sunshine Bay Riding Club Lease as a portion of Lot 1, District Lots 222 and 4395, KD, Plan NEP79756
1
NEP79756
1
2
3
4
5
6
7
8
NES93
P18485
P19336A
D15575I
1
2
3
NEP22459
ERINDALE RD
DD7065I
029I
A
110166I
HARROP-PROCTER RD
REGIONAL DISTRICT OF CENTRAL KOOTENAY
LEGEND
District Lot
Cadastral Lot
Planimetry
1:3,000
DATA SOURCES
Sunshine Bay Riding Club Lease



Box 590, 202 Lakeside Drive, Nelson, BC V1L 5R4
Phone: (250) 352-6665 Toll-Free 1-800-268-7325 (BC)
Fax: (250) 352-9300 Internet: www.rdck.bc.ca

Schedule E - Regional Park Maps
Park Regulation Bylaw No. 2173, 2011
(As Amended by Byalw No. 2564, 2017)

21. Sunshine Bay Regional Park

Park Type: Waterfront Access & Multiple Purpose

Legend

Park Boundary

Map Scale

0 40 80 160 240 320 Meters

Map Projection: UTM Zone 11 Map Datum: NAD83
Date Plotted: July-12-17

SCHEDULE B
TERMS AND CONDITIONS FOR USE OF LEASE AREA

During the Term:

1. The Tenant shall use the Lease Area to provide space for normal equestrian operations of A Riding Club. The Tenant shall be permitted to keep livestock on the lands only when riding events or training are being held. The tenant must provide adequate fencing security for the livestock while keeping all associated facilities clean at all times and ensure the livestock are properly treated, fed, watered, sheltered and maintained.

2. Overnight use of the Lease Area is limited to equestrian camps and/or clinics. All other overnight use requires written permission from the RDCK.

3. The Tenant will notify:

Cary Gaynor
Regional Parks Manager
Phone: 250.352.1510 (Office)
Cell: 250.551.8888
Email: cgaynor@rdck.bc.ca

OR

Jeff Phillips
Parks & Trails Operations Supervisor
Phone: 250.352.1522 (Office)
Cell: 250.354.8746
Email: jphillips@rdck.bc.ca

of any damage to the property by act of nature or otherwise, any illegal acts found to be occurring or have occurred on any portion of the leased property, any proposed capital works or need for major capital maintenance or other relevant circumstance that might arise in the Lease Area (locked or otherwise) so that such circumstances may be dealt with as promptly as possible.

4. The Tenant agrees to pay all utilities including sewer, garbage, heat, power, telephone and all applicable fees, rates, charges and levies of any nature and kind whatsoever, properly payable in respect to its use and occupation of the Leased Area.

5. The Tenant must inform the RDCK of its schedule of use of the premises. This should be submitted in writing at the beginning of each calendar year. Any major changes in scheduling may be submitted in writing as needed. Any large events beyond the normal equestrian operations of a Riding Club must provide prior approval from the RDCK.

6. The Tenant agrees to keep the Lease Area in a tidy and sanitary condition and to promptly clean up any mess or breakage caused by the Tenant and/or their clients/visitors. Likewise, the Tenant agrees to clean up any mess, litter or damage caused by the Tenant and/or their clients/visitors to the Premises. To the satisfaction of the RDCK.

7. The Tenant agrees to remove from the Premises all their goods and chattels and any accumulated waste/litter within six (6) months of termination of this Agreement. In the event that this clause is not complied with, the RDCK or its agents, may arrange to have removed and stored any such un-removed goods and chattels and wastes at the Tenant's expense; and the RDCK shall not be liable for any damage to, or loss of, said goods and chattels or wastes during such removal, storage or both.

8. The Tenant agrees that use of the following materials: tobacco and recreational drugs is prohibited on the Premises and the RDCK may request signage to be installed informing users of these prohibitions.

9. The Tenant agrees that any dogs on the Premises will be on a leash at all times.

10. The Tenant may use the Regional Park Areas beyond the Lease Area Boundaries where equestrian use is permitted and will follow all rules and regulations under Park Regulations Bylaw 2173 and any other Local, Provincial and Federal Government Regulations and Bylaws.

11. The Tenant Agrees to allow the RDCK and/or their representatives to enter the lands and examine the condition thereof and to make any such recommendations to the Tenant as the RDCK considers appropriate.

12. Restrict use, within reason, to normal Regional Park hours.