



REGIONAL DISTRICT OF CENTRAL KOOTENAY

**Nelson, Salmo, E, F & G Regional Parks
Commission Meeting
OPEN MEETING AGENDA**

9:00 a.m.

Tuesday, November 14, 2023

To promote openness, transparency and provide accessibility to the public we provide the ability to attend all RDCK meetings in-person or remote (hybrid model).

Join by Video:

<https://nelsonho.webex.com/nelsonho/j.php?MTID=md8cff9576b905a938521e7e027d6ba74>

Join by Phone:

1-844-426-4405 Canada Toll Free

+1-604-449-3026 Canada Toll (Vancouver)

Join by meeting number

Meeting number (access code): 2773 888 0310

Meeting password: 9pTrNnCnN89

In-Person Location: RDCK Boardroom – Lakeside Office

COMMISSION MEMBERS

| | |
|------------------------|------------------|
| Director K. Page | City of Nelson |
| Director D. Lockwood | Village of Salmo |
| Director C. Graham | Area E |
| Director T. Newell | Area F |
| Director H. Cunningham | Area G |

STAFF

| | |
|---------------|---|
| Joe Chirico | General Manager of Community Services - RDCK |
| Craig Stanley | Regional Manager – Operations & Asset Management – RDCK |
| Cary Gaynor | Regional Parks Manager - RDCK |
| Jeff Phillips | Parks and Trails Supervisor - RDCK |
| Donna Hansum | Meeting Coordinator - RDCK |

____ out of ____ voting Commission/Committee members were present – quorum was met.

1. CALL TO ORDER

[RDCK Board Chair (if present) or RDCK Corporate Officer or RDCK Staff or RDCK Director] called the meeting to order at [Time] a.m./p.m.

2. ELECTION OF CHAIR

CALL FOR NOMINATIONS (3 Times)

[Director/Member] [Last Name] nominated [Director/Member] [Last Name].

[Director/Member] [Last Name] nominated [Director/Member] [Last Name].

[Director/Member] [Last Name] nominated [Director/Member] [Last Name].

OPPORTUNITY FOR CANDIDATES TO ADDRESS THE [COMMISSION/COMMITTEE]

Two minutes per address.

VOTE BY SECRET BALLOT

[RDCK Board Chair (if present) or RDCK Corporate Officer or RDCK Staff or RDCK Director] distribute the ballots

DECLARATION OF ELECTED OR ACCLAIMED CHAIR

[RDCK Board Chair (if present) or RDCK Corporate Officer or RDCK Staff or RDCK Director] ratifies the appointed [Director/Member] [Last Name] as Chair of the Nelson, Salmo, E, F, G Regional Parks Commission for 2024.

DESTROY BALLOTS

Moved and Seconded,
And Resolved

That the ballots used in the election of the Nelson, Salmo, E, F, G Regional Parks Commission be destroyed.

Carried/Defeated/Referred

3. TRADITIONAL LANDS ACKNOWLEDGEMENT STATEMENT

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

4. ADOPTION OF AGENDA

MOVED and seconded,
AND Resolved:

RECOMMENDATION

That the Agenda for the November 14, 2023 Nelson, Salmo, E, F & G Regional Parks Commission meeting be adopted as circulated.

Carried/Defeated/Referred

5. RECEIPT OF MINUTES

The September 12, 2023 Nelson, Salmo and Areas E, F and G Regional Parks Commission meeting minutes have been received.

6. DELEGATION

6.1 KOOTENAY CONSERVATION PROGRAM

Julie Craig, Program Director, Kootenay Conservation Program, will present information regarding the role that Kootenay Conservation Program has for private land conservation.

7. CORRESPONDENCE

7.1 2023 KOKANEE CREEK NATURE CENTRE ACTIVITY REPORT

The power point dated October 10, 2023 from Joanne Siderius, Senior Naturalist, Kokanee Creek Nature Centre, presenting the 2023 Kokanee Creek Nature Centre Activity Report, has been received.

8. STAFF REPORTS

8.1 NELSON-SALMO GREAT NORTHERN TRAIL MANAGEMENT PLAN

The report dated November 9, 2023 from Mark Crowe, Regional Parks Planner, outlining the Nelson-Salmo Great Northern Trail Management Plan for a multi-use trail that will guide effective management as well as the renewal of the Ministry of Transportation and Infrastructure (MoTI), has been received.

MOVED and seconded,
AND Resolved:

RECOMMENDATION

That the Commission direct staff to include \$15,000 in the 2024 Financial Plan for Service S202 to support the initial research phase of a management plan for the Nelson-Salmo Great Northern Trail.

Carried/Defeated/Referred

8.2 SERVICE S202 FINANCIAL UPDATE

The 2023 Quarter 3 Service Statement for RDCK Service S202 Recreation Facility – Nelson, Salmo, E, F & G has been received.

8.3 PARKS OPERATIONAL UPDATE

The verbal report from Cary Gaynor, Regional Parks Manager, and Jeff Phillips, Parks and Trails Supervisor, presenting an operational update on parks within the Nelson, Salmo and Electoral Areas E, F and G Regional Parks Service area has been received.

9. PUBLIC TIME

The Chair will call for questions from the public at _____ p.m.

10. 2024 NELSON, SALMO, E, F & G REGIONAL PARKS COMMISSION MEETING SCHEDULE

Commission proposed the following the 2024 dates and times and possible locations for the Nelson, Salmo, E, F & G Regional Parks Commission meetings:

| DATE | TIME A.M/P.M | HYBRID MEETING LOCATION |
|-----------|-----------------|-------------------------|
| March | | |
| June | | |
| September | | |
| November | | |

MOVED and seconded,
 AND Resolved:

That the proposed 2024 Nelson, Salmo, E, F & G Parks Commission meeting schedule has been received.

Carried/Defeated/Referred

11. IN-CAMERA

11.1 MEETING CLOSED TO THE PUBLIC

MOVED and seconded,
 AND Resolved:

In the opinion of the Commission - and, in accordance with Section 90 of the Community Charter – the public interest so requires that persons other than COMMISSIONERS, ALTERNATE COMMISSIONERS, 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;

Carried/Defeated/Referred

11.2 RECESS OF OPEN MEETING

MOVED and seconded,
 AND Resolved:

That the Open Meeting be recessed at _____ a.m. in order to conduct the Closed In Camera meeting.

Carried/Defeated/Referred

12. NEXT MEETING

The next Nelson, Salmo, E, F & G Regional Parks Commission meeting is scheduled for _____ at 9:00 a.m.

13. ADJOURNMENT

MOVED and seconded,
AND Resolved:

RECOMMENDATION

That the Nelson, Salmo, E, F & G Regional Parks Commission meeting be adjourned at [Time].

Carried/Defeated/Referred



REGIONAL DISTRICT OF CENTRAL KOOTENAY

**Nelson, Salmo, E, F & G Regional Parks
Commission Meeting
OPEN MEETING MINUTES**

9:00 a.m. – 10:30 a.m.

Tuesday, September 12, 2023

To promote openness, transparency and provide accessibility to the public we provide the ability to attend all RDCK meetings in-person or remote (hybrid model).

Held by remote meeting

Join by Video:

<https://nelsonho.webex.com/nelsonho/j.php?MTID=m1f80a6d73321cff61521ffa8585e700a>

Join by Phone:

1-844-426-4405 Canada Toll Free

+1-604-449-3026 Canada Toll (Vancouver)

Join by meeting number

Meeting number (access code): 2773 546 8379

Meeting password: yPpXBi37nP5

In-Person Location: Held by remote meeting until further notice

COMMISSION/COMMITTEE MEMBERS

| | |
|------------------------|------------------|
| Director K. Page | City of Nelson |
| Director D. Lockwood | Village of Salmo |
| Director C. Graham | Area E |
| Director T. Newell | Area F |
| Director H. Cunningham | Area G |

OTHERS

| | |
|-------------------------|-----------------------------|
| Kristin Parsons-Brouwer | Executive Director – ATV BC |
| Jennifer Lins | |
| Anna Bundschuh | |
| Brent Bailey | |
| Jon Kinstad | |

Kat Fair
Lynn Hango
Sarah Fuhr
Tara Zeznik
Ian Main
Stephen Pol
Virginia Stockdale
Zoe McGovern
Colin Hango
Ciel Sander
Amy Pol
Cathy Meyer
Christin Sakai
Shelby Anderson
Brian Magaton

STAFF

| | |
|----------------|--|
| Stuart Horn | Chief Administrative Officer |
| Joe Chirico | General Manager of Community Services |
| Craig Stanley | Regional Manager – Operations & Asset Management |
| Trisha Davison | Regional Manager – Recreation & Client Services |
| Dan Elliott | Communications Coordinator |
| Cary Gaynor | Regional Parks Manager |
| Jeff Phillips | Regional Parks and Operations Supervisor |
| Mark Crowe | Regional Parks Planner |
| Pearl Anderson | Meeting Coordinator |

5 out of 5 voting Commission/Committee members were present – quorum was met.

1. CALL TO ORDER

Chair Page called the meeting to order at 9:00 a.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:

That Agenda for the September 12, 2023 Nelson, Salmo, Electoral Areas E, F & G Regional Parks Commission meeting be adopted as circulated.

Carried

4. RECEIPT OF MINUTES

The May 9, 2023 Nelson, Salmo, Electoral Areas E, F and G Regional Parks Commission meeting minutes have been received.

5. CORRESPONDENCE

5.1 REMOVAL OF MOTORIZED USE – GREAT NORTHERN RAIL TRAIL SALMO SECTION

Letters and an email of support regarding removal of motorized use on the great northern rail trail (Salmo section) from June and Bill Stockdale (August 19, 2023), Virginia Stockdale (August 17, 2023), Alice Nellestijn (September 2, 2023) and Jon Kinstad (email dated June 6, 2023), have been received.

6. NEW BUSINESS

6.1 VOLUNTEER CONTRACT UPDATE

The verbal Volunteer Contract update presented by Cary Gaynor, Regional Parks Manager, and Craig Stanley, Regional Manager – Operations and Asset Management, has been received.

7. STAFF REPORTS

7.1 SLOPE AND FLOOD STABILITY ADJACENT TO THE GREAT NORTHERN TRAIL IN YMIR

The report dated September 1, 2023 from Cary Gaynor, Regional Parks Manager, regarding the slope and flood stability adjacent to the great northern trail in Ymir, has been received.

MOVED and seconded,
AND Resolved:

That staff continue to monitor the site of potential erosion and report back to the Commission in summer 2024.

Carried

7.2 LICENSE OF OCCUPATION REQUIREMENT FOR GREAT NORTHERN TRAIL

The report dated September 6, 2023 from Cary Gaynor, Regional Parks Manager, providing information regarding a meeting with Ministry of Transportation and Infrastructure (MoTI) and renewal of the License of Occupation of the Great Northern Trail (GNT) in 2025, has been received.

MOVED and seconded,
AND Resolved:

That the Commission direct staff to provide a report for the November 14th Nelson, Salmo, Electoral Areas E, F & G Regional Parks Commission meeting providing information on potential options for a management plan to meet the requirements of Ministry of Transportation and Infrastructure (MoTI) license of occupation renewal.

Carried

7.3 PARKS OPERATIONAL UPDATE

The report dated September 6, 2023 from Cary Gaynor, Regional Parks Manager, presenting an operational update on parks within the Nelson, Salmo and Electoral Areas E, F & G Regional Parks Service area, has been received.

7.4 2023 S202 Draft Financial Plan

The 2023 S202 draft financial plan, as of August 16, 2023, presented by Cary Gaynor, Regional Parks Manager, has been received.

8. PUBLIC TIME

The Chair called for questions from the public at 9:58 a.m.

9. NEXT MEETING

The next Nelson, Salmo, Electoral Areas E, F & G Regional Parks Commission meeting is scheduled for November 14, 2023 at 9:00 a.m.

10. ADJOURNMENT

MOVED and seconded,
AND Resolved:

That the Nelson, Salmo, Electoral Areas E, F & G Regional Parks Commission meeting be adjourned at 10:40 a.m.

Carried



Keith Page
Chair, NSEFG
2023/09/13



rdck.ca

Commission/Committee Delegation Request Form

Updated: 11/23/2021

RDCK Committee/Commission: _____

RDCK Contact: _____ Email: _____

Name of Organization: _____

Name of Individuals: _____

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

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

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

Preferred meeting date(s): _____

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):* _____

E-mail address: _____ Phone #: _____

Land Conservation For RDCK Parks Commission

Juliet Craig
Kootenay Conservation Program
November 14, 2023



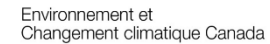
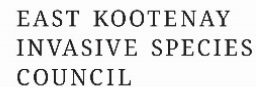
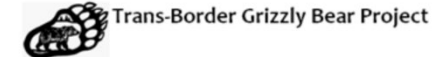
Photo: Madeleine Guennette



Photo: Marc-Andre Beaucher

KCP respectfully acknowledges that we work and live in the traditional, ancestral, and unceded territories of the Ktunaxa, Secwépemc, Syilx Okanagan and Sinixt Nations.

KCP Partnership



To coordinate and facilitate conservation efforts on private land, and to generate the support and resources needed to maintain this effort

COLUMBIA WETLANDS EDGEWATER, NTBC

Photo: Pat Morrow

KCP and Land Conservation

*“Increase the effectiveness,
collaboration and coordination of
private land securement”*

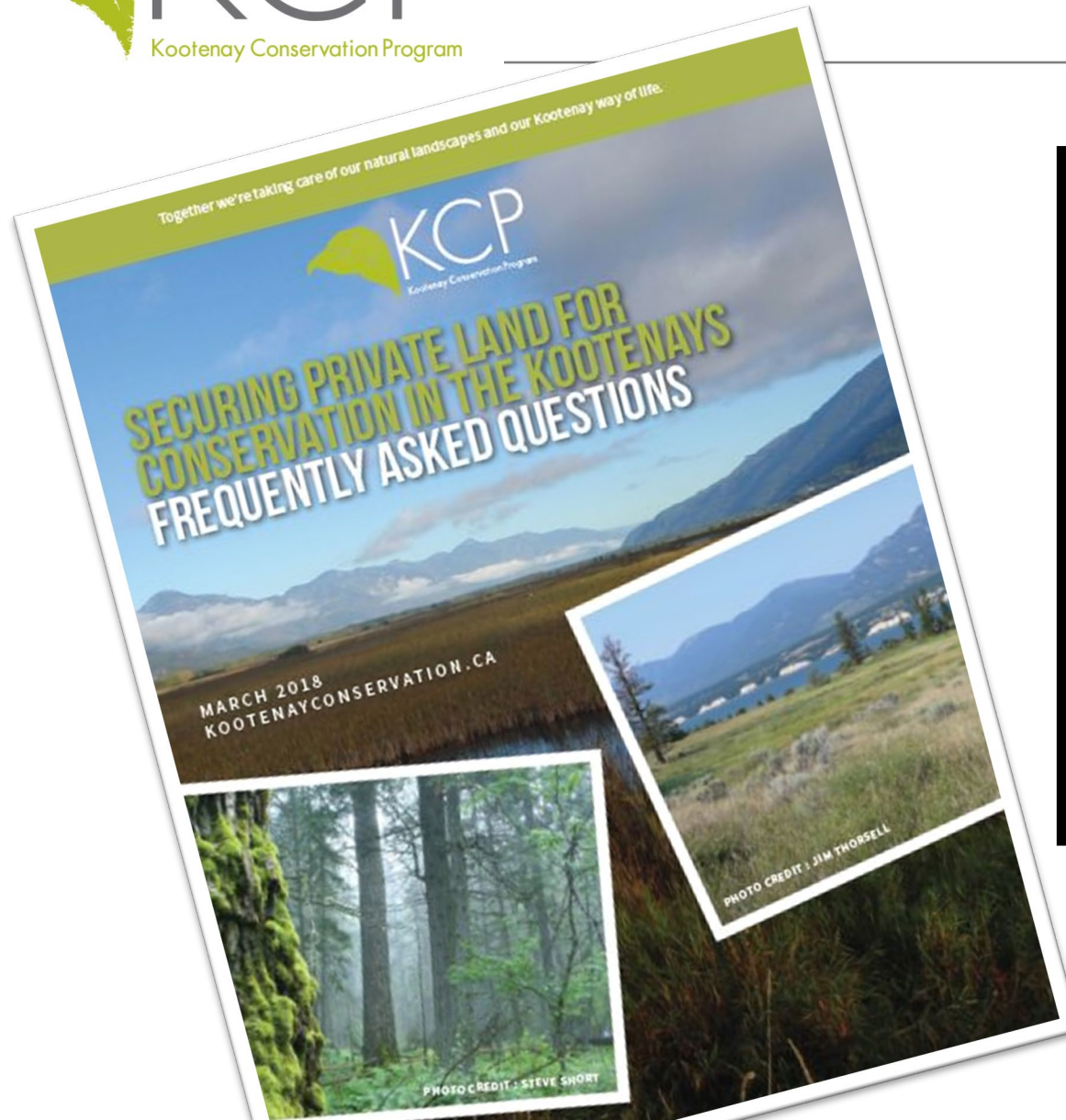
Photo: Juliet Craig



Photo: Joel Pelletier

1. One window approach to public inquiries
2. Coordinating a confidential **Securement Committee**
3. Property appraisal costs
4. Property evaluations of the biological conservation values of a property
5. Coordinating a landscape-level project that identifies **ecological corridors**
6. Local Conservation Funds

One Window Approach to Land Conservation



The New-Denver-based Valhalla Foundation (VF) for Ecology is a small conservation organization with registered charity status. They hold a small number of conservation properties and covenants in the Slocan Valley and elsewhere in the province. Because VF is a small organization with a limited capacity for purchasing conservation properties and the associated (and sometimes costly) stewardship management, VF very carefully considers a limited number of possible conservation properties annually. Their primary focus has been on private land purchases, conservation covenants and land tenure buy-outs (such as easements) that enhance biodiversity and the wildlife values of land bordering provincial parks. VF respects local First Nations interests and seek their approval as appropriate.

The Southern Interior Land Trust (SILT), established in 1988, is a registered not-for-profit charity run by an independent volunteer board. SILT operates throughout the BC southern interior and focuses on acquiring those gems and jewels of fish and wildlife habitat that act as "stepping-stones" for ecosystem connectivity between larger conservation areas. These "islands" of habitat are generally too small or too remote to be of much interest to the larger land trusts and conservancies—but failing to secure them against loss is creating a dangerous gap in species conservation and ecosystem resilience. SILT's goal is to protect important habitats for all living things—including people. SILT is a qualified recipient under Canada's Ecological Gifts Program and issues tax receipts for donations of cash, property or bequests from estates.





Figure 3: Luster linkage property connects wetlands and grasslands, providing an important corridor for wildlife. Photo: Richard Klugli.

KCP

6 | Page

What is the Process of Securing Land?

The securement process used by KCP evaluation committee, NCC and TNTBC and other land trusts consists of four main steps: *property identification, evaluation, securement and management/stewardship.*



1. Property Identification

Properties are identified in a number of different ways. Landowners may approach a land trust if they would like to donate or sell their land or place a conservation covenant on their land title. Biologists or environmental organizations may identify properties that have unique ecological values and bring properties forward to a land trust or KCP for consideration. Land trusts, KCP and government agencies also independently identify properties that are conservation candidates.




Figure 4: Nature Conservancy of Canada's "Lot 48". Photo courtesy of James Thorrell.

KCP

7 | Page

One Window Approach to Land Conservation

\$1,250,000

Listed 18 days ago

n/a bed • 0 bath
land

Est. Payment: \$6,696 monthly

DL 9061 ROSEBUD LAKE ROAD
Nelway, BC, V0G 1Z0

Courtesy of Landquest Realty Corporation
MLS® #: 2473661



SCHEDULE A VIEWING

3D TOUR

SEE ALL 27 PHOTOS

Securement Committee



HOODOOS PROPERTY, NTBC

Photo: Graham Osborne

Members:

- ✓ Nature Trust of BC
- ✓ Nature Conservancy of Canada
- ✓ Ducks Unlimited Canada
- ✓ Fish and Wildlife Compensation Program
- ✓ Provincial government
- ✓ Federal government
- ✓ First Nations

Securement Coordination



MORRISSEY MEADOWS, NCC

Photo: KCP

Funders

- ✓ Fish and Wildlife Compensation Program
- ✓ Columbia Basin Trust
- ✓ BC Parks Foundation

Property Appraisals



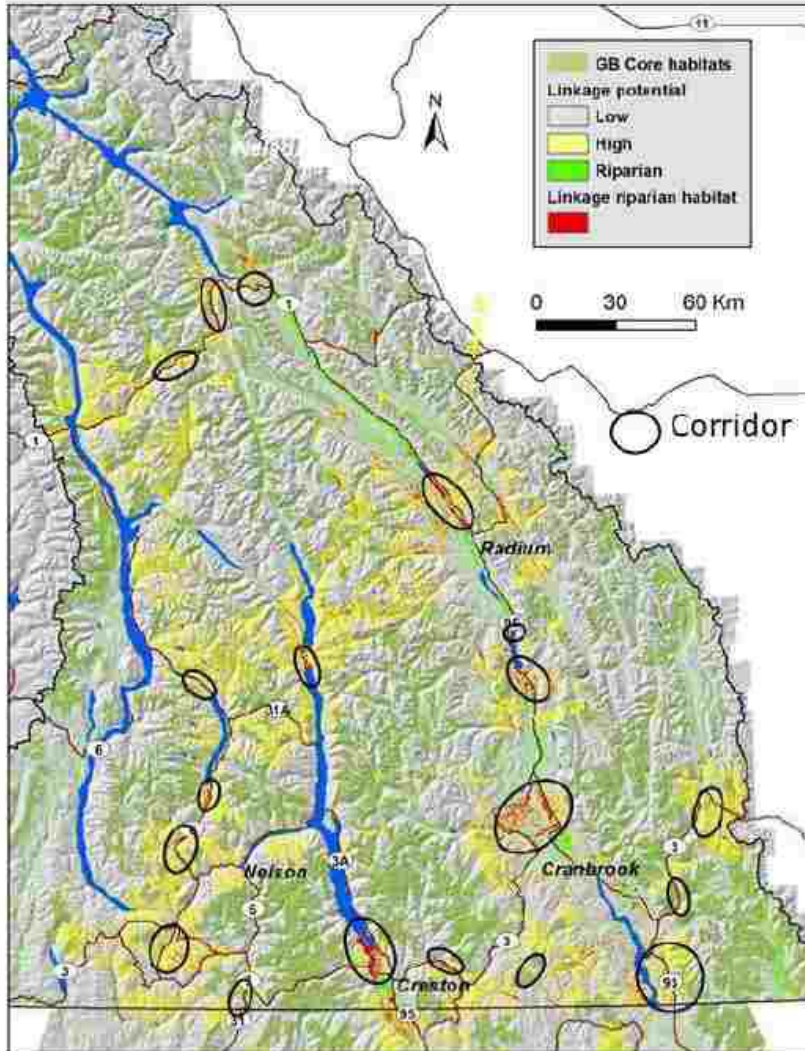
MEADOW CREEK SOUTH, NTBC
Photo: Juliet Craig

KCP Property Evaluation



- ✓ Habitat at risk (habitat type, habitat features)
- ✓ Species at risk
- ✓ Ungulate winter range
- ✓ Property size
- ✓ Landscape context
- ✓ Urgency
- ✓ Landscape Linkage
- ✓ Climate Corridors
- ✓ Climate Refugia







| <i>Property Score (KCP Ranking – max. score 100)</i> | <i>Ecological Values and Priority Category (Max. score 100)</i> |
|--|---|
| <i>= or > 80</i> | Extremely high |
| <i>70 - 79</i> | Very High |
| <i>60 - 69</i> | High |
| <i>50 - 59</i> | Moderate |
| <i>40 - 49</i> | Low |
| <i>< 40</i> | Extremely Low |



- Dr. Michael Proctor *Trans-Border Grizzly Project*
- Proctor and Mahr *Kootenay Connect: Riparian Wildlife Corridors for Climate Change*

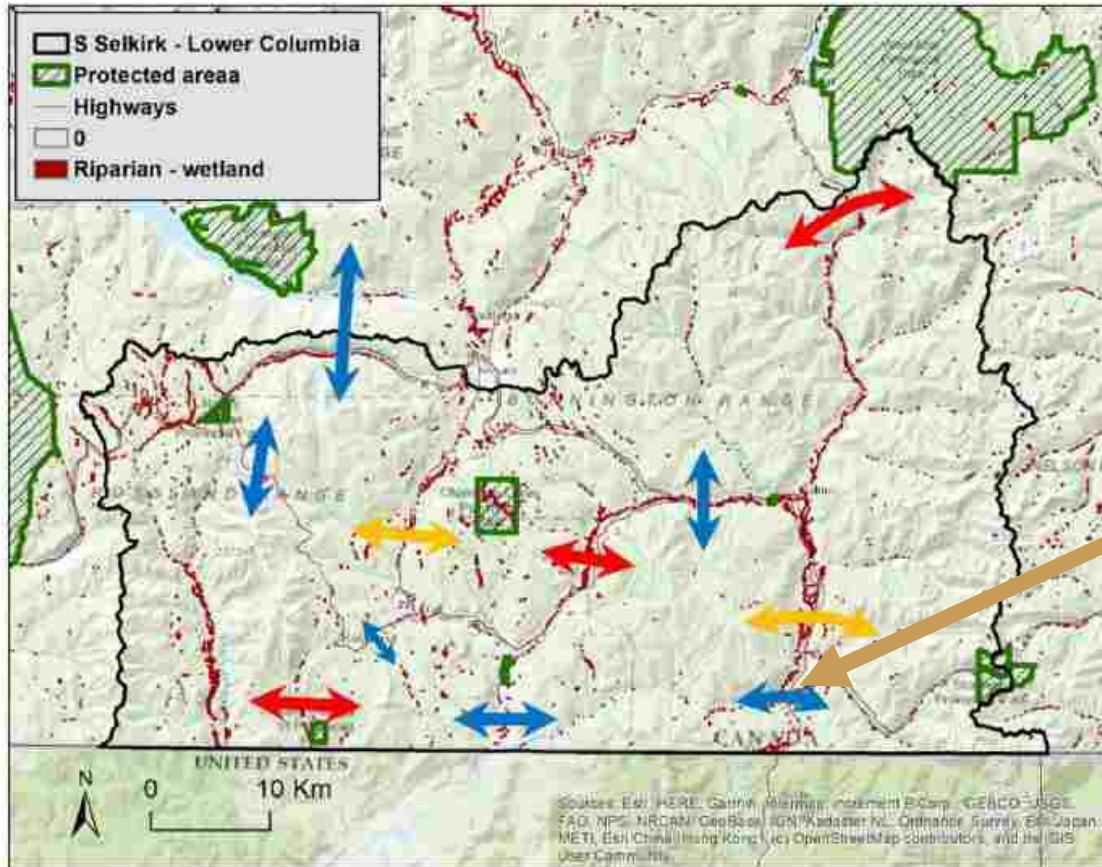
Kootenay Connect: Riparian Wildlife Corridors for Climate Change

Year 4 Summary Report



 Trans-Border Grizzly Bear Project
 Environment and Climate Change Canada
 FWCP
 Fish & Wildlife




Michael Proctor, PhD and Marcy Mahr, MSc

9/30/2023
 Contacts:
mproctor@netidea.com
marcy@kootenayconservation.ca







Proctor prioritized three corridors (indicated in red below): Apex Creek headwaters – south of Nelson along Hwy 6, Fort Shephard – Hwy 22A across the Columbia River, and Fruitvale – Park Siding along Hwy 3B. Yellow and blue indicate potential corridors of intermediate and lower priority, respectively.

Rosebud Lake

**South Selkirks-Lower Columbia
Conservation Action Forum
Summary Report**

Photos (top clockwise): V. Huff, D. DeRosa, G. Mellenijn

Prepared by:
Kootenay Conservation Program¹
December 1, 2022

¹ Marcy Mahr, Stewardship and Kootenay Connect Manager, www.kootenayconservation.ca

FIGURE 9. PROPOSED WILDLIFE CORRIDORS IN THE SOUTH SELKIRKS-LOWER COLUMBIA AREA DEVELOPED FROM GRIZZLY BEAR DATA IN RELATION TO RIPARIAN-WETLAND COMPLEXES AND HUMAN SETTLEMENT PATTERNS. (SOURCE: M. PROCTOR)

Local Conservation Funds

- ✓ Local government service
- ✓ Dedicated fund for conservation
- ✓ Based on parcel or property tax
- ✓ Support land acquisition projects



KCP
Kootenay Conservation Program

Local Conservation Fund Projects



Abel Creek Culvert
Rehabilitation Project



Bat Roost Habitat
Enhancement in the
Columbia Valley



Boulder Creek Diversion
Project



Climate and Water
Conservation Action
Initiatives



Conservation of Biodiversity
in the Columbia Wetlands



Dutch Findlay Ecosystem
Restoration



Hoodoo Conservation
Property Management
Project



Kinsmen Beach Shoreline
Restoration Project



Columbia Lake Ecosystem
Monitoring and Education



Columbia Valley Farmland
Advantage Stewardship



Columbia Wetlands
Edgewater Purchase



Columbia Wetlands
Waterbird Survey



Kootenay Community Bat
Project



Kootenay River Ranch Land
Stewardship Activities



Lake Enid Restoration and
Conservation Project



Lake Windermere Water
Monitoring & Education



Community Monitoring and
Removal of Aquatic Invasive
Species



Darkwoods Ecosystem
Restoration at Tye



Evaluating Bat Boxes as a
Mitigation for White-Nose
Syndrome



Fish/Bear Lakes Western
Toad Mortality Mitigation
Implementation Along
Highway 31A



Kootenay Lake Osprey Nest
Monitoring



Kootenay Lake Shoreline
Guidance Document
Outreach



Kootenay Watershed Science



Land Securement for
Conservation Purposes at
Cottonwood Lake



Grizzly Bear Coexistence
Solutions



Habitat Restoration for
Beavers along the Duncan



Harrop Wetland
Enhancement Project



Knotweed Removal on
Private Lands



Next Creek Property
Acquisition



Western Painted Turtle
Conservation



Wildflowers for Pollinators

Local Conservation Fund Projects



Land Securement for
Conservation Purposes at
Cottonwood Lake



Lot 48 Columbia Lake
Purchase



Columbia Wetlands
Edgewater Purchase

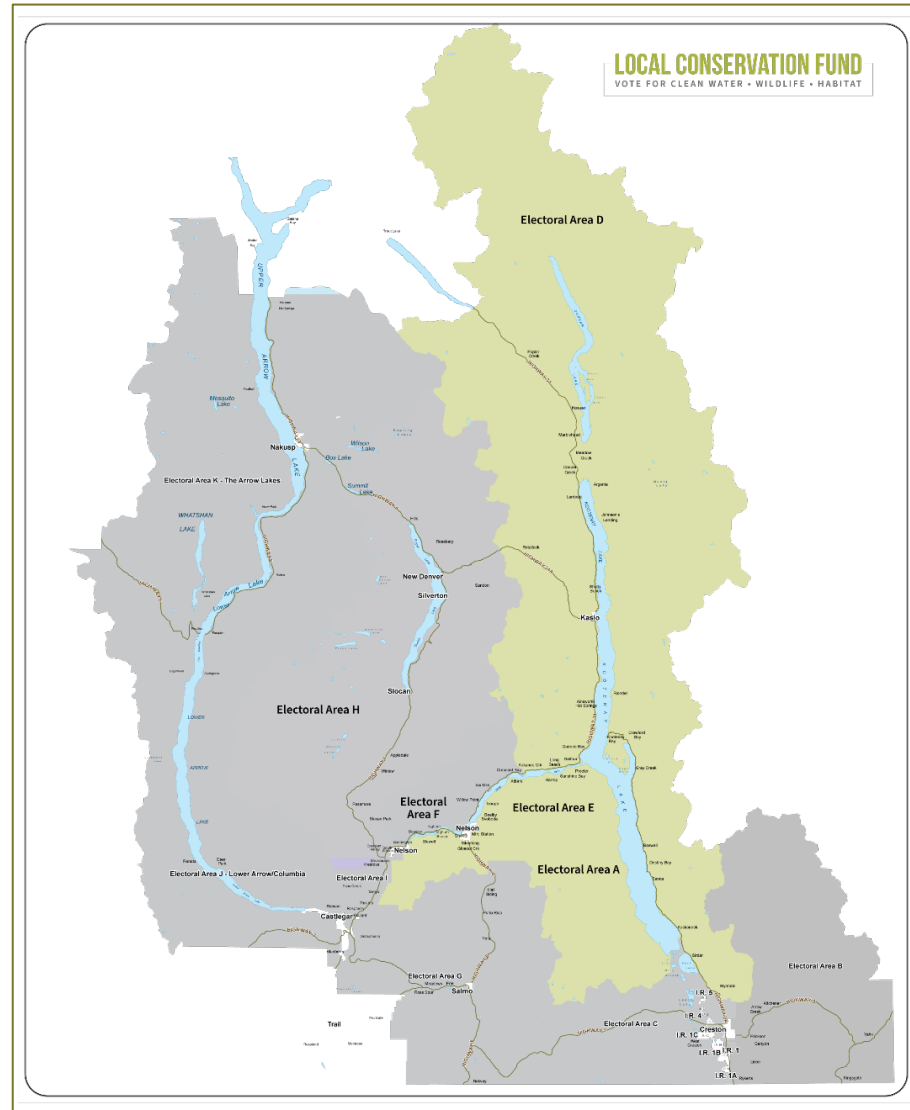


Next Creek Property
Acquisition



Marion Creek Benchlands
Purchase

RDCK Local Conservation Fund

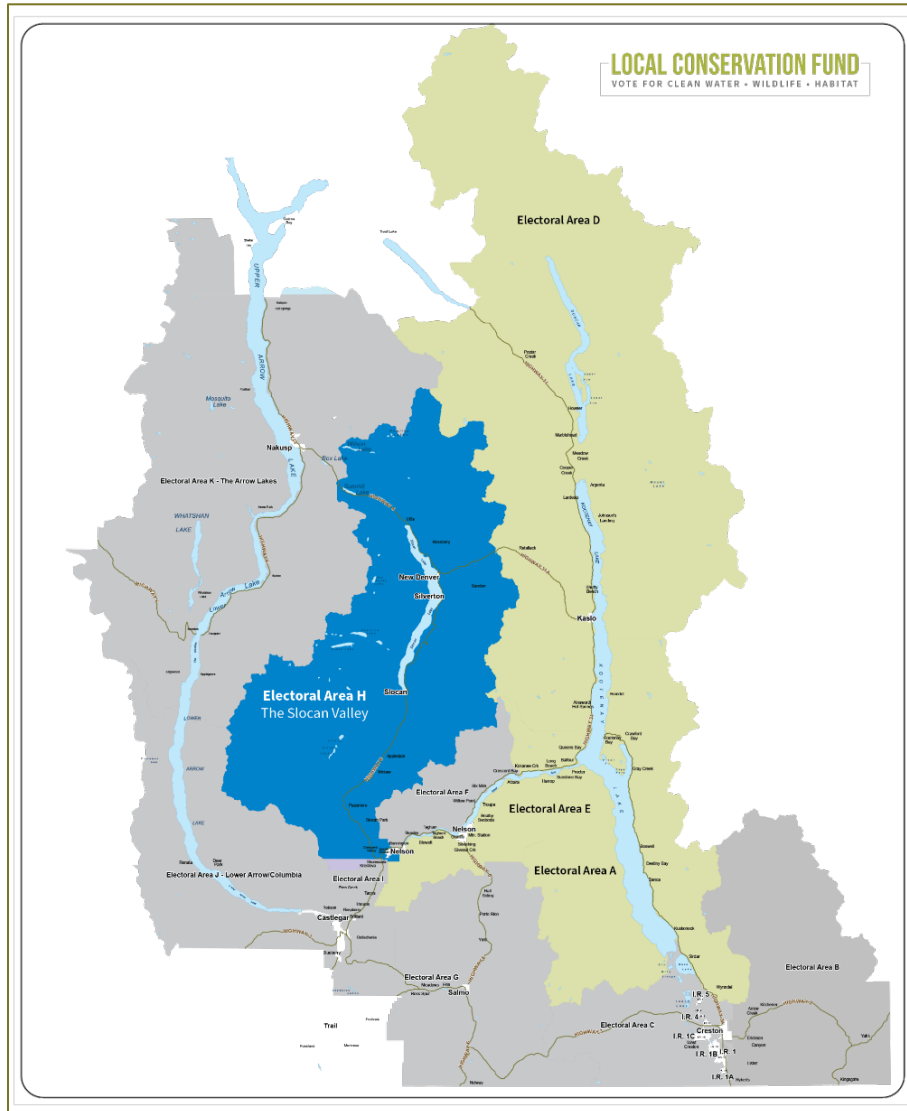


- Original Fund Area (2014) - green
 - Electoral Areas A, D & E
 - 37 grants
 - \$468,000 to date





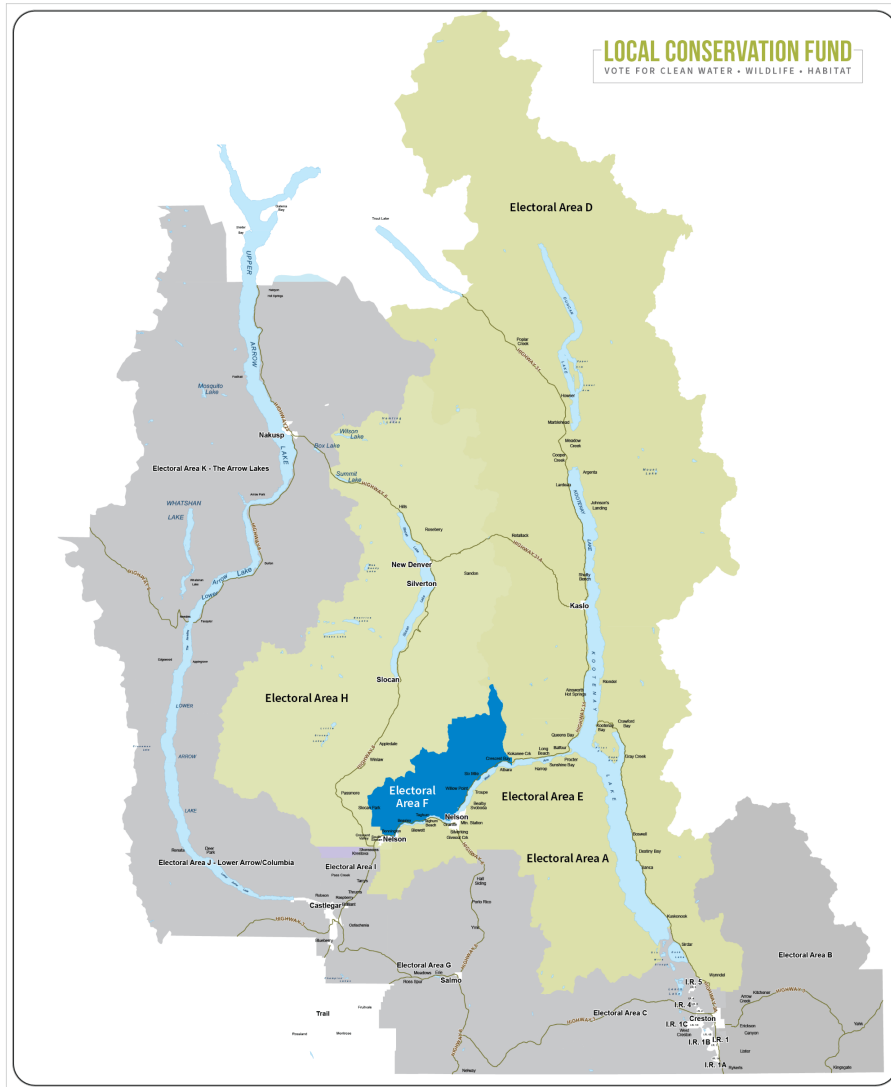
RDCK Local Conservation Fund



- Original Fund Area (2014)
Electoral Areas A, D & E
 - 37 grants
 - \$468,000 to date
- Electoral Area H (2022) - blue



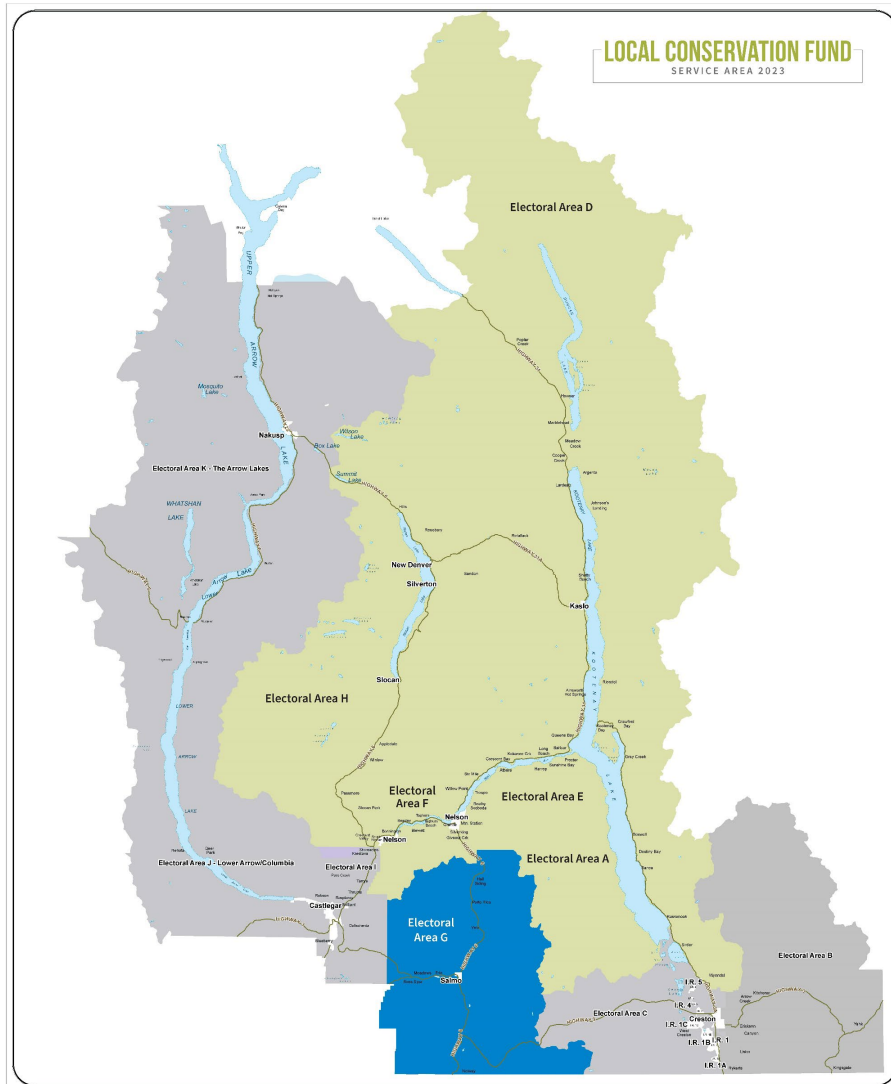
RDCK Local Conservation Fund



- Original Fund Area (2014) - green
 - Electoral Areas A, D & E
 - 37 grants
 - \$468,000 to date
- Electoral Area H (2022)
- Electoral Area F (2023) – blue



RDCK Local Conservation Fund



- Original Fund Area (2014) - green
 - Electoral Areas A, D & E
 - 37 grants
 - \$468,000 to date
- Electoral Area H (2022)
- Electoral Area F (2023)
- Hopefully Electoral Area G (2024)



Summary of KCP's Role



1. One window approach to public inquiries
2. Coordinating a confidential **Securement Committee**
3. Property appraisal costs
4. Property evaluations of the biological conservation values of a property
5. Coordinating a landscape-level project that identifies **ecological corridors**
6. Local Conservation Funds



ROSEBUD LAKE AND JULIET'S DAUGHTER

Photo: Juliet Craig



Kokanee Creek Nature Centre Activity Report 2023

J.A. Siderius

Kokanee Creek Nature Centre Activity Report – 2023

Abstract

We opened from May 18 to September 24 and operated 15 programs, welcomed over 22,600 visitors to the nature centre, and 3,000 participants to our programs. We employed eight naturalists and visitor centre staff and updated two displays- the climate change display and the wildlife taxidermy display.

We also worked in partnership with the Kokanee School Programs to offer programs to 36 school groups (a total of 2017 youth, teachers, and parents). The Channel Guardian Program (a partnership with BC Parks and BCCF) employed 11 naturalists and compliance staff to monitor visitor behaviour on the spawning channel after August 9 when the Kokanee Salmon returned. We hosted approximately 12,000 visitors to the channel during the spawning season and engaged 2,800 of those in conversation.

This report gives more details about our successful season. We are looking forward to 2024!

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Introduction

The Kokanee Creek Nature Centre is located in Kokanee Creek Provincial Park, about 20km from Nelson and 10km to Balfour B.C.

The Nature Centre is operated by the Kokanee Creek Nature Centre Society, a non-profit organization that offers professional outdoor educational programs in the park. We operate under the “teach the teacher” model where we mentor the naturalists and staff who work in the centre and offer them the opportunity to develop skills and work experience.

In 2023, a major funder, the CBT (Columbia Basin Trust), stopped funding outdoor education leaving the society with a substantial shortfall at the beginning of the season. The Friends of West Kootenay Parks stepped up and approached local businesses and



individuals to help us open and operate our programs. The Nelson and District Credit Union purchased a Kootenay Hellman canoe for us to raffle off. All of these efforts by our supporters were successful in providing the financial support we needed. It is also heartening to realize how many people care about this little nature centre in the woods.

We opened from May 18 to September 24 and operated 15 programs, welcomed over 22,600 visitors to the nature centre, and 3,000 participants to our programs.

The following document offers more details.

Programs and Activities

Program Attendance

During a successful 2023 season, we offered 15 in-house programs to 3017 participants from May 18 to September 24. (Fig 1, 2).

Our in-house programs included: Evening Naturalist Talks; Jerry's Rangers, Summer Guest Speaker Series; Storytellers; Naturalist Walks, Fish Dissections, Popup Displays, Art in the Park and Nature's Notebook; Stick Making, Rainy Day Movies, Story and Song; Survivor Skills; Kokanee Nature Investigators; and Botany Walks. Programs are described below.

We also worked in partnership with the Kokanee School Programs to offer programs to 36 school groups a total of 2,017 youth, teachers, and parents). The Channel Guardian Program (a partnership with BC Parks and BCCF) employed 11 naturalists and compliance staff to monitor visitor behaviour on the spawning channel after August 9 to September 25. We hosted approximately 12,500 visitors to the channel during the spawning season.



Figure 1 We offered 15 programs to 3,000 people

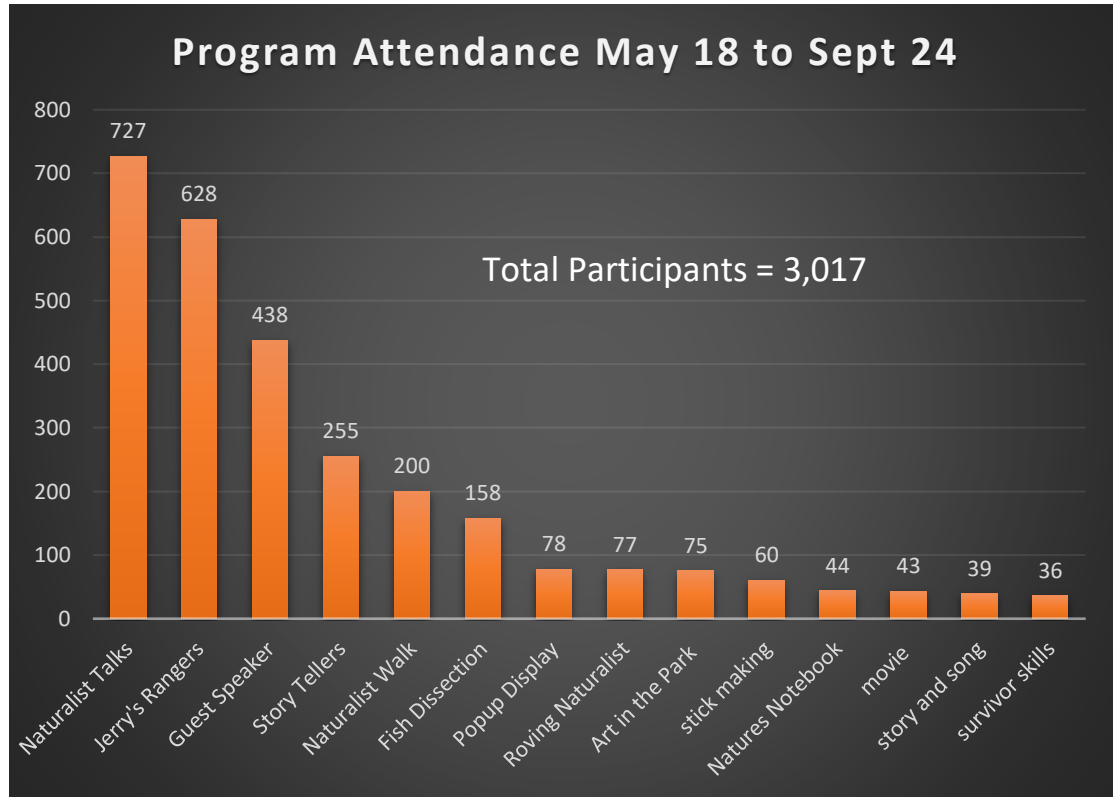


Figure 2- Programs and Participants

Canoe Raffle



Figure 3 A Hellman Kootenay Canoe Raffle Raised \$6210.00

The Nelson and District Credit Union donated a Hellman Kootenay Canoe for a raffle in support of the Kokanee Creek Nature Centre. We sold 621 tickets to raise \$6,210.00 for our outdoor education programs (Fig 3).

Program Descriptions

Evening Programs

Our Summer Speaker Series welcomed eleven guest speakers to speak to 438 guests. Talks covered a variety of topics from history and culture to wildlife biology and geology (Fig 4).



Kokanee Creek Summer Speaker Series
7–8PM in the Suzy Hamilton Theatre at the Nature Centre
Admission By Donation

| | | | |
|-------|---------|--|--|
| Wed | July 5 | Eloïdie Kuhnert, Kootenay Bat Project | Bats! |
| Fri | July 7 | Remey LaCombe, Archaeologist, Collville Tribes | Archaeology of the Kootenays |
| Thurs | July 13 | Robin Louie, Yaqan Nukiy Knowledge Carrier, Ktanaxa Nation | Culture and Land |
| Fri | July 14 | Chris Zinkan, Geologist | Roadside Geology of the Kootenays |
| Thurs | July 20 | Grant Machutchon, Biologist | Grizzly Bear Research in the Kootenays |
| Thurs | July 27 | Herb Hammond, Landscape Ecologist | Lake and the Forest Connections |
| Fri | Aug 4 | Greg Nesteroff, Historian | God's Garden - The Busk Estate |
| Wed | Aug 16 | Friends of Kootenay Lake Stewardship Society | Enhancing Wetlands in the Kootenays - Harrop Community Wetland |
| Tues | Aug 22 | Central Kootenay Invasive Species Society | Invasive Species in the Kootenays |
| Wed | Aug 23 | Molly Teather, Fisheries Biologist | Kokanee Salmon Populations in Kootenay Lake |
| Fri | Aug 25 | Steve Seymour, Exec. Dir. Inchelium Language and Culture Association | Local history—its effects on indigenous people: a Sinixt perspective |

Our Speaker Series Sponsored by:








Figure 4 Summer Season Speakers and Sponsors

We offered several evening naturalist talks to over 700 people (Fig. 3) including talks on climate change, invasive species, botany, and wildlife talks – all highlighting local topics and interests (Fig 5).





Nelson storytellers continued their decades long support for the nature centre by offering tales every Saturday night in July and August to 255 people.



Naturalist Talks at Kokanee Creek

Amphibians—Of Two Worlds
Babies of Kokanee Creek
Bats!
Bears, Bears, Bears!
Beavers and Friends—Animal Engineers
Common Kokanee Creek Plants
Curious Corvids
Keystone Kokanee
Kokanee Wildlife in Winter
Kokanee Wildlife: Not just a Pretty
Campground!!
Ospreys and Eagles
Otters, Coyotes and Eagles-Oh My!

Evening Talks
Proudly Sponsored by:

**All talks at 7PM. Check our Weekly Schedule
on Facebook for the date of the talks.**

Admission by Donation

Figure 5 Evening Naturalist Talks

Outdoor Education Programs



Figure 6 Our naturalists led naturalist walks and other programs

Jerry's Rangers attracted 628 kids (6-9 years old) and their families who participated in nature hikes, drawing (eating cake!), and other outdoor education learning activities (Fig 6 and 7).



Figure 7 Jerry's Rangers!

Kokanee Nature Investigators (KNI) is a science-based outdoor program for 9–12-year-olds. We offered the program four times to 8 young people who learned about animal tracking and tree biology.



FOR AGES 9-12

SURVIVAL SKILLS

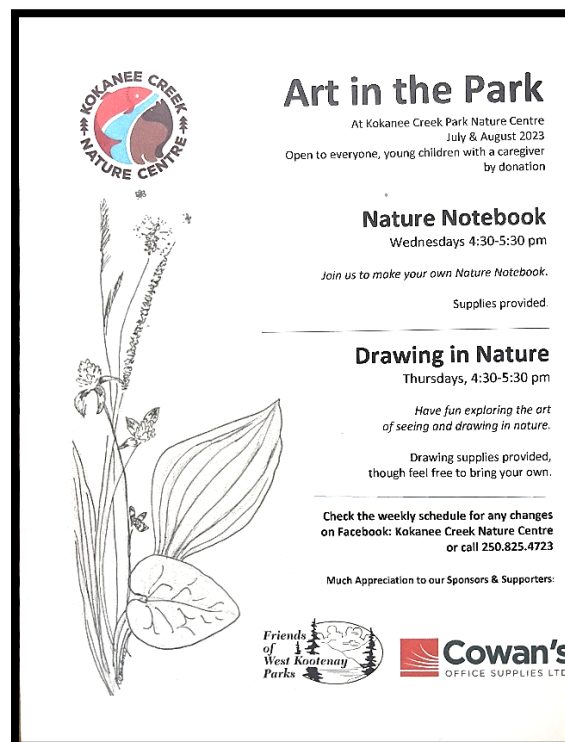
PRACTICE FIRE BUILDING, TRIP PREPARATION AND SHELTER BUILDING!

FRIDAY JUNE 30TH | 9:30AM-12PM
FRIDAY JUNE 30TH | 1:30PM-4PM
SATURDAY JULY 1ST | 9:30AM-12PM
SATURDAY JULY 1ST | 1:30PM-4PM

SIGNUP AND INFORMATION AT THE KOKANEE CREEK NATURE CENTRE

Sponsored by:





Art in the Park

At Kokanee Creek Park Nature Centre
July & August 2023
Open to everyone, young children with a caregiver by donation

Nature Notebook
Wednesdays 4:30-5:30 pm

Join us to make your own Nature Notebook.
Supplies provided.

Drawing in Nature
Thursdays, 4:30-5:30 pm

Have fun exploring the art of seeing and drawing in nature.
Drawing supplies provided, though feel free to bring your own.

Check the weekly schedule for any changes on Facebook: Kokanee Creek Nature Centre or call 250.825.4723

Much Appreciation to our Sponsors & Supporters:






Figure 8 Survival Skills and Art in the Park and Sponsors

Instructor N. Jelfs instructed thirty-six young people from 9-12 years old in our survivor skills program. Participants learned how to set up survival structures, light a fire effectively, use a map and compass and how to behave if lost in the woods (Fig 8).

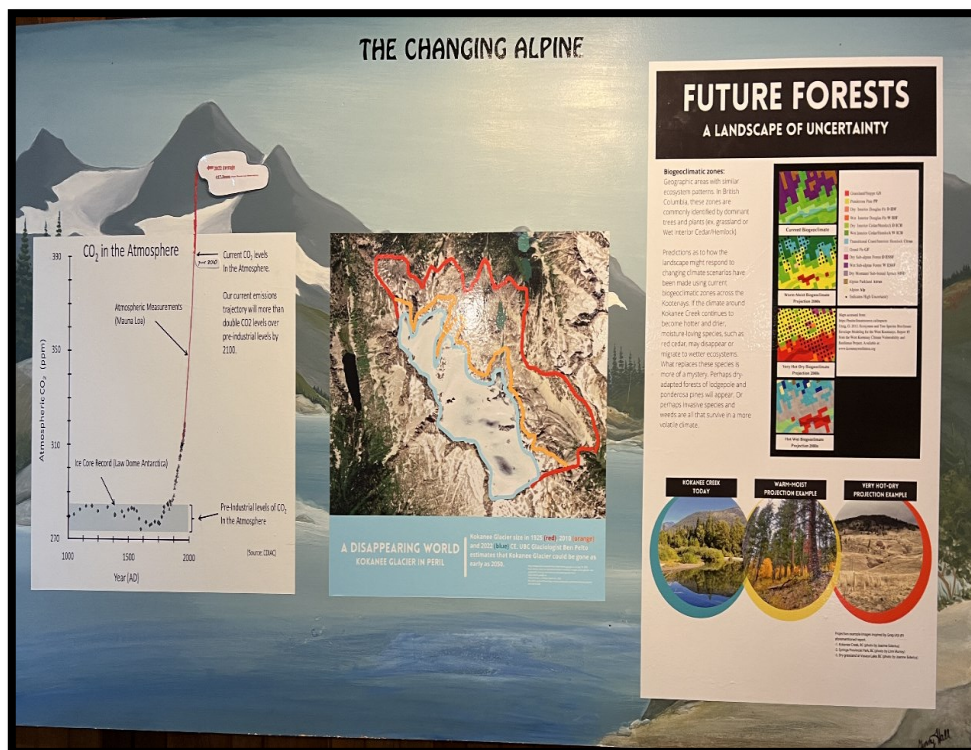
Our artist in residence R. Watt-Osecki, offered Drawing in Nature and Nature's Notebook to 111 visitors of all ages. Participants could make their own nature notebooks and enjoy learning drawing techniques while drawing in the forest (Fig 8).

Botanist U. Lowrey led three botany walks to 13 people on the park trails.

Projects

Climate Change Display

L. Murray took the lead in updating our climate change display this summer (Fig. 9).



The display now shows the loss of ice mass by Kokanee Glacier from 1925 to 2010 and then 2022. Included in the display are current projections of how the current interior wetland ecotypes of Kokanee Creek will change in the future – to those climate conditions most closely resembling the current dry ecosystems of the Okanagan.

Figure 9 Climate Change Display Update

Wildlife of Kokanee Creek Taxidermic Display

We continued to update the wildlife species display in the centre by adding a taxidermic flying squirrel, ruffed grouse, Barred Owl, and Great Horned Owl (Fig 10). A picture key to the animals helps visitors identify the different species in the display.



Figure 10 Wildlife of Kokanee Creek Display Update

Trail Cam and GoPro Videos

We have posted over 400 wildlife and Kokanee Salmon videos on our Vimeo.com page (<https://vimeo.com/kokaneecreeknaturecentre>). These videos are free to download and are ad free. Nelson and Kootenay Lake Tourism sponsored the purchase of a GoPro in the spawning channel (with the permission of BC Fisheries and BC Parks) this season (Fig 11). The videos are extremely popular with the public.

All these amazing videos of the Kokanee Salmon, bears, American Dippers and Common Mergansers in the channel and the bears, deer, moose, beavers, and other wildlife are played on the big screens in the atrium and the discovery room in the Nature Centre. The videos and photos are also shared on Facebook (<https://www.facebook.com/KokaneeCreekNatureCentre/>) (Fig 11). Our videos have attracted almost 40,000 views on Vimeo and 3,535 Facebook followers. We have shared the videos with B.C. Fisheries, Selkirk College, the Sinixit and others interested

in the behaviour and biology of the Kokanee Salmon.



Figure 11 Over 400 GoPro and Trail Cam Wildlife Videos

Partnerships

Kokanee Salmon School Program

We again worked in partnership with the Kokanee Salmon School Programs to offer programs to 36 school groups (a total of 2,017 youth, teachers, and parents) in the Nature Centre Suzy Hamilton Theatre and on the spawning channel.

Malaise traps

The University of Guelph placed two insect traps (Malaise traps) in the park. This is part of a national initiative to monitor changes in the insect populations over time.

Kokanee Creek Naturalists participated by putting up educational signs near the traps and by collecting the samples bi-weekly (Fig 12).



Figure 12 A Malaise Trap

Channel Guardians

The Channel Guardian Program (a partnership with BC Parks and BCCF) employed 11 naturalists and compliance staff to monitor visitor behaviour on the spawning channel after August 9 when the Kokanee Salmon returned. We hosted approximately 12,400 visitors to the channel during the spawning season and engaged 3,000 people in conversations about the fish, bears and the park.

Acknowledgements



Figure 13 Thank you to our amazing Kokanee Creek Nature Centre sponsors!



Figure 14 The Kokanee Salmon School Programs (Blue Sky Interpretation} thanks its sponsors

First, we owe a great deal to many people and organizations that supported us this year (Fig 13 and 14) – a year when we were not offered major funding from the CBT. You helped us to a successful year.

The Friends of West Kootenay Parks answered the call and hit the ground to rally the community around the Nature Centre. B. Bryce was especially brilliant in marshalling sponsorships for us and spearheading the media campaign that encouraged more donations.

Thank you to BC Parks for their support- in particular, R. Klinkman and K. Woods for their guidance.

RAP Park Contracting and the “park-side staff” kept us up and running – they do a remarkable job of maintaining this beautiful park. A place we all care about and love. Thank you. It is a privilege to work alongside you.

Our gratitude to B. Gray, R. Stothers, and L. Dragone, our storytellers, and to N. Jelfs, (survivor skills) U. Lowrey (botany walks), R. Watt-Osecki (Art in the Park) who offered their expertise to our outdoor programming.

The interpreters and compliance staff on the channel during the spawning season did a stellar job of monitoring people and encouraging compliance to the spawning channel management plan. G. Munroe, T. Roos, and L. Thomson held down regular duty out there,

Where would we be without our engaged, energetic, and enthusiastic Nature Centre naturalists? They are largely responsible for the up-beat and welcoming nature of our programs. Thank you to L. Murray, N. Sonnichsen, A. Hawke, S. Town, and WKTEP intern M. Swetikoe for your great work this summer. Good luck out there as you take your next steps. We were lucky to work and explore out there with you.

Heather Soros – thanks for chipping in so effectively at the coffee bar!

C. Mann held down the coffee bar while leading nature walks, G. Lintz managed the souvenir shop while taking on Jerry's Rangers and nature walks. J. Siderius, as senior naturalist, managed evening programming and chipped in overall. All three of us worked together to keep things on "an even keel". We enjoyed mentoring the junior naturalists and staff and helping them to put in their best efforts and develop their skills at the centre.

A. Pigeon lent her considerable financial and management skills to our naturalist crew and provided the direction and inspiration that kept this little nature centre on the rails.

The family of Dick Murphy donated proceeds from the sale of his amazing walking sticks to our Nature Centre Programs. Holly Wheeler donated the rights to use her beautiful Kokanee Salmon art on fund-raising materials and donated three Kokanee Salmon paintings to our cause. Thank you!

And of course, thank you to our friends and sponsors. We made it through another year with your support and can look forward to another season. You made us feel wanted and loved by our community. You have supported us through almost 50 years so far. That is the kind of support that builds a legacy. Thank you.



Figure 15 Holly Wheeler donated her Kokanee Salmon art to our fund-raising



For the Future

Appendix 1 Some Visitor Book Comments

| | |
|----------------|---|
| Old Australia | Great Info! |
| Longbeach | Open Again! |
| Kimberley | Marvelous Creation |
| Balfour | Love it! |
| Netherlands | Beautiful |
| Surrey | Thanks! Wonderful exhibits |
| Victoria | Very Friendly Staff |
| Kamloops | Thanks for the videos on Facebook! |
| Salmo/Calgary | We had a lot of fun! |
| Spokane | Nice Nature Centre |
| Nelson | Fun! |
| Eagle Bay B.C. | Interesting exhibits |
| Kelowna | Excellent Displays and Kids' Room Superb! |
| Santa Cruz Ca. | Wonderful Place Thank you! |
| Quesnel | It's a wonderful space! |
| Quesnel | Beautiful Place friendly staff |
| Trail/Rossland | Helpful guide great centre! |
| Trail | Wonderful place and interactive centre! |
| Chicago | Amazing for kids! |
| England | Amazing work! |
| Calgary | Very nice that you offer this! |
| Vancouver | Lots of neat animal skulls & taxidermy! Thanks for teaching us! |
| Seaforth Ont | Cool spot! The boys loved it! |
| Penticton | Nice hike by the creek!! |
| Glade | Favourite place! |
| Kamloops | Very Informative! |
| Spokane | Loved Bingo and the Scavenger Hunt |
| Rossland | You are awesome! |
| Eagle Colorado | We love the animal displays |
| Spokane | Love the displays! Can't wait for Storytellers tonight! |
| Vancouver | We like it! Friendly staff! |
| Delta | Very nice centre! |
| Vernon | We love the programs and the stories |
| Kamloops | Jerry's Rangers was so cool!! |
| Edmonton | I like your shows! |
| Spain | Love the camping and the programs fun! |
| Spain | I love your shows |
| Sandpoint Id. | I appreciate your indigenous participation |
| Fernie | Magical, beautiful, informative |
| Strathmore | Very cool programs |
| Windsor Ont. | Great facility for kids and adults alike! |
| Abbotsford | Wonderful each year! Keep the talks going! |
| Langley | Fun and educational |

| | |
|-----------------------|--|
| Edmonton | Learned there are flying squirrels! |
| Penticton | Awesome assistance |
| Kelowna | Loved seeing the awesome animals! |
| Blueberry (Castlegar) | Love this place! Awesome displays! |
| Lethbridge | Gorgeous! Lovely interpretive centre 😊 |
| Moyie | Love it! And its educational! |
| Abbotsford | Thanks to C and N for great staff guidance! |
| Nelson | Nice walk! |
| Kelowna | Great displays |
| Fernie, Toronto | Cool stuff! |
| Calgary | knowledgeable, informative staff, beautiful area |
| Berlin Germany | came here by fluke, instantly amazing! |
| Lake Country | Very friendly staff great center |
| Victoria | We enjoyed the evening presentations and walks |
| Fort Saskatchewan | Still the amazing centre I remember growing up |
| Calgary | I like the ice cream and fish |
| Kamloops | Wonderful programs (Jerrys) |
| Orillia Ont. | Very inviting and kind |
| Vernon | Beautifully organized |
| Peru | Gracias |
| Balfour | Informative and interesting |
| Kaslo | So grateful to have this wonderful centre! |
| Ottawa | So much to see and learn! |

Appendix 2: Naturalist Testimonials from 2020 to 2023

Sarah Town, 2023 As a somewhat discombobulated newcomer to the Kootenays, working at the Nature Centre has been grounding to say the least. There is a certain constant you can count on each day at Kokanee Creek: people at the park want to connect with nature. Although there is endless - at times overwhelming - learning to be done regarding the complex relations among all the inhabitants of Kokanee Creek and the greater Inland Temperate Rainforest ecosystem, the reliable presence of park visitor curiosity provides an excellent foundation for a naturalist to work with. It frames and highlights our job to act as one of the knowledge connectors between the natural world and our human community. There is always something to ponder and talk about with other Kokanee Creek park-goers, whether that is the fluctuations of the Kokanee Salmon return, the happenings of the local bear population, or the identification of bird calls heard throughout the park. These connections may happen over an afternoon Naturalist walk, the brewing of an Americano, a shared moment of appreciation at the spawning channel, or over a Jerry's Rangers arts and crafts session, while making mini Great-horned Owls out of toilet paper tubes. The diversity of tasks was certainly one of my favourite aspects of this job. I am also grateful to my fellow parkies for sharing so much of their knowledge, especially on the Kokanee Salmon return, an event that is integral to supporting life here in the Kootenays. From egg development in the gravel substrate, to predator avoidance in the depths of Kootenay Lake, these creatures are steadfast in their mission to survive, thrive, and reproduce, all while providing sustenance to other beings and nutrients to the surrounding watershed. Observing this famous phenomenon reminds us of our responsibility to appreciate and steward the land, not as though we humans are a separate entity, but as though we are deeply interconnected beings. Thank you for the endless inspiration, connection, and free drip coffee, Kokanee Creek Nature Centre.

Nicole Sonnichsen 2023 Although this is not my first year working for my current employer, it takes place as one of the most memorable. As a Naturalist for a major BC Provincial Park, I receive valuable mentorship on the fauna and flora of the region, as well as experience in a position of leadership. In my opinion, one of the most valuable skills I have improved since starting in this position is the ability to research and compile information, for the purpose of educating others. These skills will directly transfer to my education when required to synthesize vast amounts of new information and also into my career as an engineering project manager.

Linn Murray 2021 and 2023 What an exceptional summer work experience! Working at the Kokanee Creek Nature Centre lived up to all my initial expectations, and much more. The frequent times to experience, learn, and teach about nature make me look forward to going to work in the morning. I love helping kids and adults alike learn and grow in their connection with nature. This summer I have found environmental education one of the most fulfilling jobs I have ever worked. Moving into the future, I think this job has equipped me with an abundance of skills. I have learned so much about Kokanee Creek's ecology, about communication, and about the labour involved in making parks a wonderful experience for visitors. Going into the future, I think my time here will have prepared me for employment in environmental fields, while also providing a valuable knowledge base for educating myself and others on nature. Ultimately, my long-term goals surround continued activism on the climate crisis, and moving into the planning of nature-based and policy-based solutions. Working here at Kokanee has opened my eyes to on-the-ground realities; both to how forests can be impacted negatively by anthropogenic change, and positively through people working to help ecosystems flourish. Thank you to all the awesome people who make this park happen! You are unforgettable people and it was a privilege to work with such a proactive, uplifting team!

Jacqueline Van Horne 2021 This summer I had the opportunity to work at the Kokanee Creek Nature Center. It was a full summer creating educational programs for kids age 6-9 and 9-12, helping with the coffee shop and discovering all that the park has to offer for plants and animals. I enjoyed being able to teach people about the topics that I love, like compass work and tree identification, and sharing that excitement with other people. The most memorable days were going out with my fellow co-

workers/naturalist and exploring the ecosystems that the park has to offer. I will take forward with me the skills for educating people and engaging with them in an educational situation. As well as barista work in a fast-paced coffee shop!

Reanna Donald: 2020 and 2021 My position working at the Kokanee Creek Nature Centre as a Naturalist was an experience that I could never have dreamed of. As a first year student studying Recreational Fish and Wildlife I came into the position with a base level of knowledge regarding the local flora and fauna in the Kootenays. I was very eager to learn and was met by mentors who were just as eager to converse, teach and guide me. Within weeks of working at the nature centre I was so enveloped in the nature of my job and how amazing it was that I was able to share the love of Kokanee creek, all of its living/non-living residents and the centre with all of the children who attended our programs and all of the people who visited the centre. As I now attend my second and final year, I am able to converse with my professors about knowledge that I gained during my work term at Kokanee that many students would not be able to. I feel confidently that I acquired one of the greatest jobs for someone who is a student in my program. This job provided me with the opportunity to be creative in my lesson plans, learn continuously and feel confident in myself and my knowledge while in the outdoors. It was an incredible experience, one I hope to have again, and also an experience I hope is available for other students like myself for many years to come.

Kyra Burkart: 2020 I was lucky enough to spend this summer working as a Naturalist at Kokanee Creek Provincial Park.

I grew up in Nelson, so I attended salmon school and would always visit the spawning channel with my family. The park itself is magical, but the naturalist programming is what makes Kokanee Creek so special. Environmental education plays such an important role in connecting people with nature; especially, in the digital age. This summer, I am so thankful that I was able to experience the joy of watching kids explore and fall in love with nature.

I am also grateful for the skills and experience I gained in this position. I graduated with an environmental science degree in the Spring and began an education degree in the Fall, and so this was the perfect position for me. It allowed me to apply my knowledge of the environment in a way that also had me develop new skills I will need to be a teacher. I learned so much through mentorship but also through being given opportunity to try out my own ideas.



Commission Report

Date of Report: November 9, 2023
Date & Type of Meeting: November 14, 2023 Nelson, Salmo, E, F, G Parks Commission
Author: Mark Crowe, Regional Park Planner
Subject: Nelson-Salmo Great Northern Trail Management Plan
File: 7015-20-GNT
Electoral Area/Municipality: Area E, Area G, Nelson

SECTION 1: EXECUTIVE SUMMARY

The RDCK holds a “Public Trail” License for the Nelson-Salmo Great Northern Trail with BC Transportation and Financing Authority which has been in place since 2006, and expires December 31, 2025 (Attachment A). The RDCK Parks Service desires a management plan for a multi-use trail that will guide effective management as well as the renewal of the License. The purpose of this report is to outline how this can be accomplished.

SECTION 2: BACKGROUND/ANALYSIS

Background

The Nelson-Salmo Great Northern Trail (GNT) covers approximately 48 km between the Village of Salmo and the City of Nelson. The rail corridor itself consists of 28 parcels of land in fee simple, owned by BC Transportation and Financing Authority (BCTFA). In order to develop the corridor for recreational trail use, the properties are licensed to the Regional District of Central Kootenay (RDCK), which manages and administers the facility as a regional trail. BCTFA, as the legal owner is responsible for the infrastructure, such as trestles, public road crossings, and culverts. License holder improvements, such as parking lots, viewpoints, picnic areas, and their associated facilities are the responsibility of the RDCK. The following is a brief history of the GNT:

| YEAR | DESCRIPTION |
|-----------|--|
| 1990-1999 | Railway is abandoned, rails and ties removed between Salmo and Troup |
| 2001 | Province acquires the former railway between Salmo and Troup Junction |
| 2003 | RDCK completes Management Plan. Motorized and non-motorized section established |
| 2005-2006 | Properties are acquired by BCTFA. RDCK enters into “Public Trail License” with BCTFA |
| 2009 | Spirit of 2010 improvements include decking and railing 6 trestles |
| 2011 | RDCK Park Regulation Bylaw identifies motorized use for ‘designated portions only’. |
| 2012 | Ravine trestle is repaired and improved for trail use |
| 2016 | Resurfacing of trail above Nelson is completed |
| 2020 | MOTI completes surfacing of rail trail from Troupe to Cottonwood Lake |

Management Plan

Through management planning goals, objectives and policies of the trail area set to guide ongoing development and management strategies. The current Management Plan for the trail was completed in 2003. An updated

management plan is required to provide direction for decision making over the next 15-20 years. Management planning processes are designed to engage First nations and include public consultation and stakeholder outreach. The following information is intended to provide an initial outline of what we know about the GNT and what a management planning process could look like if work is undertaken over the next two years.

Initial Assumptions

- Visitors frequent the trail for a wide range of activities from walking to off road vehicle (ORV) use.
- Appropriate locations and management practices for mixed use trail activity will need to be considered.
- Mixed use means consideration of suitable motorized and non-motorized activities.
- All mixed use trail activities will be studied in a fair and equitable way.
- There is a need to establish a current understanding of trail use and activity trends.
- Engagement will occur with First Nations, resident and stakeholders
- We need to understand and consider a wide range of perspectives to identify current and future needs.
- We need to understand the willingness to pay for the preferred implementation strategies.

Initial Goals

- Avoid segregating or stigmatizing any users.
- Protect sensitive habitat and natural environments along the corridor.
- Protect archeological and culturally significant sites along the corridor.
- Preserve and protect agricultural values along the corridor.
- Prevent vandalism, garbage, noise, & unwanted use for adjacent property owners.
- Provide best practices and options for motorized and human powered activity use.
- Provide options for access control and safety for trail users.
- Identify connections to local community amenities, destinations, water access and routes.
- Establish standards for trail work and other infrastructure (i.e road crossings, signage, culverts, bridge and trestle, trailheads, safety barriers).

Management Planning Process & General Tasks

The management plan will include strategic direction (park vision, goals, and management statements relating to the Scope of Work (Table 2), as well as, park zoning, a development concept, key management actions and a general implementation strategy. The general tasks to achieve this include:

1. Gather background information and conduct site visits.
2. Liaise with key stakeholder and governments and provide opportunities for public engagement.
3. Assess input received and develop a draft Plan.
4. Public review/engagement of draft Plan.
5. Analyze comments and finalize Plan.
6. Provide a recommendation to the Commission and RDCK Board for approval.

Proposed Timeline

The project will occur over two years as shown in Table 1. The initial proceedings in 2024 are intended to prepare for the formal management planning process in 2025. It will not be until 2025 when the formal management planning process begins, including consultation and engagement.

| 2023 – Announce Project | |
|---|-------|
| <ul style="list-style-type: none"> Initial staff Report Policy and service delivery review Develop timeline and secure budget for 2024 research work. | Q4 |
| 2024 – Initial Research | |
| <ul style="list-style-type: none"> Coordinate background information and assessments Develop a strategy for counting trail users and place trail counters In-field trail user survey Develop timeline and secure budget for 2025 RFP and hire consultant | Q1-Q4 |
| 2025– Formal Management Plan | |
| <ul style="list-style-type: none"> Research/Inventory Community profile Policy & regulatory review Gap analysis/ Best practice assessment Partner documentation review and analysis | Q1 |
| <ul style="list-style-type: none"> Initial community and stakeholder engagement Develop indicators for measuring success Identify top priorities | Q2 |
| <ul style="list-style-type: none"> Draft management plan for review | Q3 |
| <ul style="list-style-type: none"> Final round of community engagement Final the plan | Q4 |
| 2026 – Implementation | |

Table 1: Proposed Timeline

Proposed Scope of Work

The information in Table 2 is provided to indicate a general overview of the anticipated Scope of Work. This information will be continue to be refined with the Commission until a Request for Proposal (RFP) is developed in the 4th Quarter, 2024.

| Trail Development | Environmental Considerations | First Nations | Construction Methods and Considerations |
|---|---|--|---|
| <ul style="list-style-type: none"> Trail development maps Kilometre markers and intervals Typical sections Adjacent land use Encroachment agreements Trails surface options Access control and safety Road crossings Universal design & accessibility standards Environment, climate change resilience, and energy efficiency standards Approval & notifications | <ul style="list-style-type: none"> Environmentally Sensitive Areas Regulatory Considerations Water Sustainability Act Agricultural Land Commission Federal Fisheries Act/ Species at Risk Act Aquatic Habitat Considerations Motor Vehicle Act/ ORV Act Bridge and Culvert Upgrades Shoreline Stabilization Archaeology Considerations Invasive Species Management | <ul style="list-style-type: none"> Archaeology Considerations Archaeological Overview Assessment Cultural Heritage Overview Assessment | <ul style="list-style-type: none"> Alignment Trail Sections Geotechnical Consideration Ballast Erosion Control Storm Water Steep Slope Bridges |
| Amenities | Capital Costs | Operating Costs | Mapping, Tables and Figures |
| <ul style="list-style-type: none"> Accessibility Financial Impact Alignment with Trends Current Provision in Region Cost Savings Through Partnership and Grants Economic Impact Trailheads Locations Side Destinations Toilet and Garbage Signage Trail Counters | <ul style="list-style-type: none"> Budgetary Capital Costs – Class “C” Estimate Schedule Short/Long Term Development Cost/tax implications | <ul style="list-style-type: none"> Budgetary Operating Costs – Estimate Schedule Short/Long Term Development Ability to pay Cost/tax implications | <ul style="list-style-type: none"> Trail Concept Maps Typical Sections Environmental Sensitivity Mapping Adjacent Agricultural Section Adjacent Industrial Section Adjacent Properties Section Typical Road Crossing |

Table 2: Proposed Scope of Work

SECTION 3: DETAILED ANALYSIS

3.1 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 Required: ☐ Yes ☐ No

The Total project cost is anticipated to be \$80,000 over 2 years from Service S202 – Nelson, Salmo, E, F, G Parks Service Area. The amount for 2024 will be considered during the 2024 Financial Plan budget process.

| | |
|-------|-----------------|
| 2024 | \$15,000 |
| 2025 | <u>\$65,000</u> |
| Total | \$80,000 |

3.2 Legislative Considerations (Applicable Policies and/or Bylaws):

There would be a need to review the ORV act and other mechanisms in order to determine the appropriate framework for ORV use.

3.3 Environmental Considerations

The Nelson-Salmo Great Northern Trail both crosses and parallels significant watersheds. Throughout its length the trail bisects land that are home to grizzly and black bears, moose, elk and deer and other terrestrial vertebrates. Riparian and wetland habitats are used by migratory birds.

3.4 Social Considerations:

The safety to trail users is the paramount concern and should continue to be improved to ensure users of all sorts have a safe and enjoyable experience.

3.5 Economic Considerations:

Rail trail tourism is thought to be a significant economic generator. The RDCK has not done an economic impact study to understand the full impacts.

3.6 Communication Considerations:

It will not be until 2025 until the project commences with a project webpage, public awareness information, digital tools, and initial input survey are in place.

Prior to commencing the project we reached out to Greg Kinnear, District Manager of the MOTI West Kootenay District and there is support for moving forward with a Management Plan.

3.7 Staffing/Departmental Workplan Considerations:

At current Parks Service staffing levels the project may be delayed by other projects.

3.8 Board Strategic Plan/Priorities Considerations:

This work would align with the following strategies and desired results in the Board's 2019-2023 Strategic Plan:

- Modernize the RDCK policy framework. All RDCK policy is innovative, reflects best practices, and considers unique RDCK requirements.
- Manage taxation by responding to residents' needs and appropriately prioritizing projects. Long-term cost impacts are evaluated for any new initiatives or infrastructure being considered.

SECTION 4: OPTIONS & PROS / CONS

Options

1. That the Commission directs staff to prepare a Management Plan for the Nelson-Salmo Great Northern Rail Trail.
2. That the Commission takes no further action with regard to a Management Plan for the Nelson-Salmo Great Northern Rail Trail.

Pros

- Phasing the project over two years allows staff to complete the project
- The Management Plan will guide effective management as well as the renewal of the License.

Cons

- Phasing the project over two years means that public consultation will not occur until 2025.
- At current staff levels the project may be delayed by other projects.

SECTION 5: RECOMMENDATIONS

That the Commission directs Staff to include \$15,000 in the 2024 Financial Plan for Service S202 to support the Initial Research Phase of a Management Plan for the Nelson-Salmo Great Northern Rail Trail.

Respectfully submitted,

Mark Crowe
Regional Park Planner

CONCURRENCE

Joe Chirico – General Manager of Community Services
Trisha Davison – Regional Manager Recreation & Client Services

ATTACHMENTS

Attachment A - Public Trail License

Attachment A - Public Trail License

BC TRANSPORTATION
FINANCING AUTHORITY

License No.
File No. 887
Letter No.

PUBLIC TRAIL LICENSE

THIS AGREEMENT dated for reference January 1, 2006, is made

BETWEEN:

BC TRANSPORTATION FINANCING AUTHORITY, as
agent for Her Majesty the Queen in Right of the Province of
British Columbia as represented by the Minister of Transportation,
with its head office at Fifth Floor, 940 Blanshard Street, Victoria,
British Columbia, V8W 9R1
Facsimile: (250) 356-6970

("BCTFA")

AND:

REGIONAL DISTRICT OF CENTRAL KOOTENAY
P.O. Box 509, 202 Lakeside Drive, Nelson, B.C., V1L 5R4,
Telephone: (250) 352-6665
Facsimile: (250) 352-9300

("Licensee")

A. WHEREAS BC Transportation Financing Authority ("BCTFA") as agent for Her Majesty the Queen in Right of the Province of British Columbia, ("Province") as represented by the Minister of Transportation by virtue of the Transportation Act, S.B.C. 2004, c. 44, has a mandate to plan, acquire, construct, hold and improve transportation infrastructure throughout British Columbia;

B. AND The Regional District of Central Kootenay ("Licensee") has a mandate to acquire land for regional trail service, make rules and regulations governing the management, maintenance, improvement, operation, control and use of such lands;

C. AND BCTFA is the owner of an estate in fee simple, in the lands and premises (including all improvements, if any thereon) which comprise a portion of the former Burlington Northern Santa Fe Railway right of way. The general location of these lands is shown outlined in heavy black on the plan attached as Schedule "A". These lands and are more particularly described in Schedule "B" attached hereto ("License Area"), subject however to any encumbrances, liens and interests, whether in equity or as maybe notified on a Certificate of Title;

D. AND The Parties acknowledge that the License Area is situated within the Regional District of Central Kootenay, from the Village of Salmo to Troup Junction within the Province of British Columbia, and has been reserved by the Province of British Columbia primarily for future transportation needs and also as a utility corridor;

E. AND BCTFA desires to license the License Area to the Regional District of Central Kootenay for the purposes of constructing and maintaining a regional public trail for a period of Twenty (20) years and which is renewable for a further Twenty (20) years, unless terminated in accordance with the provisions herein.

IN CONSIDERATION of the covenants and agreements of the Licensee contained herein and other good and valuable consideration, BCTFA grants to the Licensee the contractual right to use and occupy the License Area for a term of twenty years ("**Term**") commencing January 1, 2006 ("**Commencement Date**") and expiring on December 31, 2025 ("**Expiry Date**") and in consideration of the sum of \$10 ("**Fee**"), now paid by the Licensee to BCTFA (the receipt and sufficiency which is acknowledged), of the rights granted by BCTFA to the Licensee herein and other good and valuable consideration, the Licensee covenants and agrees with BCTFA to only use and occupy the License Area in accordance with the following terms and conditions:

1. Use and Risk

1.1 Permitted Use

The Licensee shall use the License Area for the Term, or any extension hereunder, only for the purposes of construction, operation, use, maintenance, repair, removal and replacement of a regional public trail within a linear corridor (together, "**Permitted Uses**") and for no other purpose unless agreed to in writing by BCTFA (in BCTFA's sole discretion), subject always to the terms and conditions contained herein. In connection with the Permitted Uses, the Licensee may permit uses outlined in the Management Plan as amended from time to time and approved by the BCTFA, attached hereto as Schedule "C" ("**Management Plan**") which uses shall include but are not limited to pedestrian, horse and bicycle access on the License Area. The Licensee shall not use the License Area, or permit the License Area to be used, for any commercial or profit purpose without the prior written consent of BCTFA, which consent may be arbitrarily withheld without giving any reason therefor.

1.2 Risk

The Licensee's use and enjoyment of the License Area will be at the Licensee's sole risk, cost and expense unless otherwise expressly provided herein.

1.3 Representations and Warranties

The Licensee warrants and represents to BCTFA, with the knowledge that BCTFA will rely on these warranties and representations in entering into this Licence, that the Licensee is now aware of and acknowledges it is satisfied as to:

- (a) (i) the fitness of the License Area for the Permitted Uses; and

- (ii) the general condition and presence of any utilities or other systems on or under the License Area; and
- (b) it forever releases BCTFA from any and all claims relating to any of the matters set out in section 1.3(a) above.

1.4 Licensee's Acknowledgement

The Licensee acknowledges and agrees with BCTFA that the Licensee:

- (a) has inspected the License Area and fully accepts the License Area in the condition and state in which it was found on the date of that inspection;
- (b) has conducted an investigation of the condition, environmental or otherwise, of the License Area;
- (c) the License Area is being licensed to it on an "as is, where is" basis;
- (d) in entering into this License, the Licensee has not, except as otherwise specifically set out herein, relied on any warranty or representation given by or on behalf of BCTFA concerning any of the matters set out in section 1.3(a) above or the applicability or otherwise to the License Area of any federal, provincial or municipal statute, bylaw, regulation or law;
- (e) will, during the Term, assume liability for any Hazardous Materials or potentially dangerous substances or conditions installed on, brought or caused by:
 - (i) the Licensee; or
 - (ii) any of the Licensee's servants, agents, employees, contractors, subcontractors, trades, and invitees, including members of the general public using the License Area for trail purposes, ("**Licensee's Representatives**") and will share the liability equally with BCTFA for Hazardous Materials brought onto the License Area by members of the general public.

onto or under the License Area (including surface and groundwater);

- (f) there are no warranties, representations, collateral agreements or conditions affecting this License except as set out in this License;
- (g) nothing in this License constitutes the Licensee as the agent, joint venturer or partner of BCTFA; and
- (h) it is aware that this License and any information regarding this License or the Licensee may be disclosed or may be required to be disclosed pursuant to the *Freedom of Information and Protection of Privacy Act*, (B.C.), governmental policy or otherwise.

2. Renewal and Termination

2.1 Renewal

Unless terminated by BCTFA or the Licensee, in accordance with the terms of this License, and so long as the Licensed Area is not or will not be within a reasonable time thereafter, required for transportation purposes, the Licensee may upon 180 days' written notice to BCTFA prior to the Expiry Date, renew this License for a further 20-year period.

2.2 Early Termination

- (a) BCTFA may terminate this License and the Term (or any extension thereof), if the License Area is, or will be within a reasonable time thereafter, required for transportation purposes, by giving the Licensee one (1) year prior written notice of termination at any time before, on or after the Expiry Date, in which case the Term will expire effective at 5:00 p.m. on the date which is one (1) year after such notice.
- (b) The Licensee may terminate this License by giving BCTFA one (1) year notice in writing should the Licensee no longer require the Licensed Area for its Permitted Uses provided that upon such termination the Licensee shall leave the Licensed Area in a neat and tidy condition and remove from the Licensed Area any improvements built upon the Licensed Area if requested to do so by BCTFA.
- (c) The Licensee may terminate this License if the underlying structure of the License Area, namely the trail bed or the trestles are destroyed, damaged and unsafe for use as a recreational trail and BCTFA, upon notice in writing given by the Licensee has refused or failed to repair or replace the trail bed or trestles within the time specified within the notice or such longer period of time as BCTFA may deem reasonable, in which event the Licensee may terminate this License forthwith.

3. Licensee's Obligations

3.1 General Obligations

The Licensee will, at its sole cost and expense, during the Term or any extension thereof:

- (a) repair, maintain, keep and replace the License Area in good order and repair as a careful owner would do with respect to the operation and maintenance of a recreational trail except for such repair, maintenance and replacement which BCTFA agrees to have performed by a third party in BCTFA's sole discretion from time to time. For the purposes of clarification of this obligation, the Licensee shall be responsible for repair, maintenance, keeping and replacing the trail surface of the License Area and BCTFA shall be responsible for the repair, maintenance, keeping and replacement of the trail bed, including the trestles, but BCTFA will not be required to replace trestles or portions of the trail bed washed out or obliterated by a flood or landslide or otherwise significantly

damaged or destroyed, but would instead use commercially reasonable efforts to provide the Licensee with an alternate route for the Licensee's use under this Licence;

- (b) not construct or cause to be constructed, placed or installed any building, improvement or structure of a permanent nature, and excluding improvements of a non-permanent nature which are required for the use and enjoyment of the License Area for the Permitted Uses, on all or any part of the License Area at any time until plans, specifications and construction schedule therefor have been provided to and approved by BCTFA in writing, in BCTFA's sole discretion, and the Licensee has obtained all required municipal or governmental approvals and permits, all at the Licensee's sole cost and expense. BCTFA will not be required to review or approve any such plans, specifications and schedules if BCTFA determines, in its sole discretion, that the alteration or work described therein may in any way lead to a contravention of any other provision herein;
- (c) not do or permit anything to be done which damages any of the License Area, except as shown on the Management Plan approved under section 3.1(b) by BCTFA, or which damages or interferes with any improvement on, in or under the License Area (including any pipeline, utility or facility), or the subsurface thereof or the subsoil structure thereof, or which would prevent or impede BCTFA or its successors in title from developing the License Area in the future for road or highway purposes;
- (d) use its best efforts to preserve and protect the natural environment in the License Area save and except the areas necessary to be cleared for trail usage ("**Trail Surfaces**") and save and except as shown on the Management Plan approved under section 3.1(b) by BCTFA;
- (e) be responsible for drainage off the trail surface of the License Area;
- (f) not to cut down merchantable timber without the written approval of BCTFA;
- (g) maintain the License Area free and clear of any lien, certificate, judgment, charge or encumbrance (together, "**Charge**") of any nature whatsoever in relation to the use of the License Area by the Licensee or any of the Licensee's Representatives (including claims of the contractors or trades of the Licensee) to be imposed or to remain on all or any part of the License Area. If any Charge so exists, the Licensee will immediately cause the same to be discharged, failing which, BCTFA will be at liberty to pay and discharge any such Charge on giving the Licensee five business days' written notice of its intention so to do. Any amount so paid, together with any disbursements and costs incurred by BCTFA (including legal costs on a solicitor and own client basis) will become due and payable by the Licensee to BCTFA immediately on demand. The Licensee shall not be responsible for any Charge resulting from the activities of BCTFA or third parties who are not Licensee's Representatives or are not under the control of the Licensee;
- (h) when determined by BCTFA in BCTFA's discretion, acting reasonably, to be necessary for the protection of the public or users of the License Area, secure the whole or parts of the License Area and any improvement thereon in accordance with the requirements determined by BCTFA, acting reasonably, from time to time;

- (i) permit BCTFA, or any person or persons designated by BCTFA from time to time, free access to all parts of the License Area from time to time and at all times to enter and examine the state of repair and order of the License Area and to determine the Licensee's compliance with the provisions hereof, and BCTFA may give notice to the Licensee requiring that the Licensee perform such maintenance, repairs or replacements as may be found necessary from such examination;
- (j) comply with all laws, bylaws, rules and regulations of every municipal, provincial or federal governmental or other authority which affect the Licensee, its use and occupation of the License Area or this License;
- (k) not, in the exercise of any of the Licensee's rights under this License, cause any interruption of utilities or other services to, on, under or about the License Area or unduly interfere with BCTFA's (or its invitees or licensees) use of all or any part of the Licensed Area;
- (l) do anything BCTFA may request from time to time to enforce compliance with any of the covenants, obligations or agreements herein on the part of the Licensee to be fulfilled, observed or performed ("**Licensee's Obligations**"); and
- (m) from time to time and at all times, promptly execute and deliver all such documents and assurances and do all such other acts and things as BCTFA may reasonably request in order to better evidence or perfect any provisions of this License or any of the obligations intended to be created hereby or thereby.

3.2 Environmental Obligations

(a) In this License:

(i) "**Hazardous Materials**" means:

- (A) any oil, flammable substances, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, or pollutants which pose a hazard to all or any part of the License Area, or any person, business or occupant or user of the License Area; or cause all or any part of the License Area or any user or occupant of the License Area to be in violation of any Hazardous Materials Laws;
- (B) asbestos in any form which is or could become friable, urea formaldehyde foam insulation or transformers;
- (C) any chemical, material or substance defined as or included in the definition of "dangerous goods", "deleterious substance", "extremely hazardous wastes", "restricted hazardous waste", "toxic substances", "waste" or words of similar import under any applicable local, provincial or federal law or under the regulations adopted or publications promulgated pursuant thereto;

- (ii) "**Hazardous Materials Claims**" means any and all enforcement, cleanup, removal, remedial, or other governmental or regulatory actions instituted or contemplated pursuant to any Hazardous Materials Laws; and
 - (iii) "**Hazardous Materials Laws**" means any local, provincial or federal laws, rules, ordinances, regulations, orders or other edicts having the force of law relating to the environment or any Hazardous Materials or the environmental conditions on, under or about the License Area including, without limitation, soil, groundwater, and indoor and ambient air conditions.
- (b) During the Term, the Licensee will, at its sole cost and expense:
- (i) comply with all Hazardous Materials Laws;
 - (ii) not deposit or release or permit any Licensee's Representatives to deposit or release any Hazardous Materials on, under, about or from the License Area;
 - (iii) not store or permit to be stored on or in the License Area anything that is of a dangerous, hazardous, inflammable or explosive nature or anything that would have the effect of increasing insurance costs or leading to the cancellation of any insurance with respect to the License Area;
 - (iv) after the commencement of the Term, and immediately on being made aware, notify BCTFA in writing, of the existence of any Hazardous Materials Claim or any Hazardous Materials on the License Area, or any discharges, emissions, or spill of Hazardous Materials on, under, about or from the License Area; and
 - (v) promptly provide BCTFA with copies of all notices issued pursuant to any Hazardous Materials Laws and evidence the Licensee is responding to such notices in a responsible manner if they concern matters which are the responsibility or obligation of the Licensee hereunder.
- (c) The Licensee will be liable for any and all costs (including all legal costs on a solicitor and own client basis) directly or indirectly arising out of or attributable to the presence of Hazardous Materials deposited or released by the Licensee or any of the Licensee's Representatives on, under, about or from the License Area ; .
- (d) Notwithstanding anything to the contrary contained in this License, the Licensee must, at its sole expense within 20 days of the expiry of the Term or any earlier termination of this License, remove any and all Hazardous Materials from the License Area deposited or released by the Licensee or any of the Licensee's Representatives and immediately repair, at the Licensee's expense, all damage to the License Area caused by such removal. If the Licensee fails to do so, then BCTFA may cause such removal and repairs to be undertaken and section 6.2 below.

3.3 Costs and Expenses

The Licensee shall be responsible for (and shall pay to BCTFA immediately on request without any set off, compensation or deduction whatsoever) all costs and expenses directly or indirectly relating to this License, the use of the License Area by the Licensee and any other matter contemplated herein, including but not limited to:

- (a) all taxes imposed as a result of the Licensee's license under this License, the License Area and on all machinery, equipment, improvements and fixtures placed on the Lands or used by the Licensee to the appropriate municipal, regional, provincial or federal taxing authority;
- (b) all sales, goods and services and other taxes imposed on BCTFA from time to time with respect to any matter under this License, including all applicable goods and services taxes on the Fee, unless the Licensee provides evidence satisfactory to BCTFA showing that the Licensee is exempt from payment of any such taxes; and
- (c) costs and expenses incurred by BCTFA (including legal costs on a solicitor and own client basis but not the costs excluded in parentheses in section 5.2 hereof) directly or indirectly relating to or arising from the exercise of the Licensee's rights hereunder or any default of the Licensee hereunder, and the Licensee does indemnify and save harmless BCTFA, the Province and any of their respective directors, officers, ministers, employees, agents and servants (together and individually, "**Provincial Representatives**") with respect to the same.

3.4 Delivery of Possession on Expiry or Termination

At the expiry or any termination of the Term or this License for any reason, the Licensee will, at its sole cost and expense and without notice from or cost or damage to BCTFA, forthwith vacate the License Area, deliver up possession of the License Area to BCTFA in the condition that the License Area is required to be maintained under this License, remove from the License Area, with the prior written consent of BCTFA, any improvements or fixtures placed in or on the License Area by or at the request of the Licensee, repair any damage caused by any such removal and pay all monies payable or owing by the Licensee hereunder.

3.5 Absolute Obligations of Licensee

The covenants, agreements and obligations of the Licensee hereunder are absolute and unconditional and will all survive the expiry or any termination hereof.

4. Third Party Rights and Highway Dedication

4.1 Rights and Interests of Third Parties

The Licensee acknowledges and agrees that:

- (a) the Licensee's rights and this License are subject to the rights and interest of all persons who are not a party hereto with interest in all or any part of the License Area at any time and from time to time on or after the date of this License, including those described below in this section 4;

- (b) such persons shall have access to and/or may do such other works, acts and things as may be permitted under their respective documents with respect to the License Area provided such works, acts and things do not materially and adversely impact the use of the License Area by the Licensee hereunder. If any such works, acts or things have such a material and adverse impact, then BCTFA will not permit the work, act or thing without the prior written consent of the Licensee, which consent will not be unreasonably withheld.

The Licensee shall have no liability or obligation to BCTFA for the acts or omissions of the third parties mentioned in sections 4.1(a) and (b) above or for any of the "other persons" referred to in section 4.2 hereof, or for users of the highways and private crossings referred to in sections 4.4 and 4.5 hereof.

4.2 Reservation in Favour of BCTFA

BCTFA reserves to itself and to the Province the right to issue permits to construct and access the Licensed Area, and permits to other persons for the purpose of installing in the License Area underground or above ground utility facilities; to have such access to the whole or any part of the License Area as may be reasonably required by such other persons to survey, construct, maintain, lay down, operate and replace such facilities; to temporarily close the whole or any part of the License Area for any such purpose where reasonably required and where no reasonable alternative exists. BCTFA will give the Licensee no less than 30 days notice of its intent to grant such permit and provide the Licensee an opportunity to consult with BCTFA as to the method of installation of such facilities, the timing of such installation, and the period of closure of any of the License Area required for such installation.

4.3 Restoration by Third Parties

BCTFA will require or cause to be required, in any permit issued under section 4.2 above, that the permittee thereunder promptly after installation or repair, restore the surface of the License Area and any improvements placed thereon by the Licensee to the same condition that the surface or improvement was in prior to the work upon the License Area by such permittee. Such permit shall also require its permittee to indemnify and save harmless both BCTFA and the Licensee from any and all loss, liabilities, claims, costs or expenses whatsoever resulting from or in connection with any of the installation, operation, maintenance and repair of its facility in the License Area and the occupation of the License Area by such facility.

4.4 Highway Dedication

The Licensee acknowledges that during the Term, for the purpose of the orderly development of such rural lands and/or municipalities containing the License Area, it may become necessary for BCTFA, the Province or a municipality to gazette, dedicate or otherwise acquire highways across or along the License Area. BCTFA will consult with the Licensee as to any planned or required acquisitions for highway purposes across the License Area and will use its reasonable efforts to have any new highway acquired across or along the License Area use as little of the License Area as reasonably possible.

4.5 Private Crossings

Private crossings across parts of the License Area as at the Commencement Date, providing access across the License Area. The Licensee shall permit such private crossings to continue during the Term provided no new private crossings shall be permitted after the Commencement Date except with the prior consultation with the Licensee.

5. Insurance and Indemnity

5.1 Insurance

The Licensee will place and maintain, at its sole cost and expense, in good standing for the Term or any extension thereof, insurance according to the insurance requirements described in Schedule "D" attached hereto and which forms an integral part hereof. The Licensee will, on request from BCTFA, provide BCTFA with evidence that such insurance is, at all times during the Term or any extension thereof, enforceable and in effect.

5.2 Indemnity

The Licensee shall at all times defend, indemnify, save harmless release and forever discharge BCTFA, the Province and the Provincial Representatives against any and all loss, liabilities, claims, costs or expenses whatsoever resulting from or in connection with any of the following (excluding those arising from the negligence of BCTFA or matters which are the responsibility of BCTFA hereunder):

- (a) execution hereof or any act or omission taken or maintained or the exercise of any rights arising under this License or the License Area by the Licensee or any of the Licensee's Representatives;
- (b) any act or omission of the Licensee or any of the Licensee's Representatives;
- (c) any breach, violation or non-performance of any of the Licensee's Obligations; or
- (d) any damage to property and any injury to any person(s), including death, arising from or occasioned by any act or omission of the Licensee or any of the Licensee's Representatives occurring in or on all or any part of the License Area;

including all legal costs on a solicitor and own client basis. The indemnification contained in this section and sections 3.3 and 6.3 herein will survive the expiry or any termination hereof, notwithstanding anything herein.

6. Suspension, Default and Remedies

6.1 Temporary Suspension

At any time BCTFA believes, in its sole discretion, that the Licensee's use or occupation of the License Area represents a potential or actual hazard to the public, BCTFA, the Province, any Provincial Representative or the License Area, then BCTFA may, without any liability

whatsoever, on at least three (3) business days notice (except in the case of any emergency, as determined by BCTFA, in which case no notice is required), suspend the rights granted to the Licensee hereunder (including access of the Licensee to the License Area) for any reasonable period of time determined by BCTFA, without abatement of any costs, expenses or other monies payable by the Licensee hereunder.

6.2 Default and Remedies

If the Licensee does not observe or perform any of the Licensee's Obligations after reasonable notice to do so given to the Licensee, or the Licensee becomes insolvent or bankrupt, then and in every such case, BCTFA will have the immediate right and option to do any of the following, all without further notice to the Licensee or resort to legal process and without BCTFA being liable to prosecution or becoming liable for any loss or damage, any statute or law to the contrary notwithstanding, without prejudice to, and under reserve of, all other rights, remedies and recourses of BCTFA hereunder, at law, in equity or otherwise:

- (a) make any repairs or observe and perform the Licensee's Obligations in respect of which the Licensee has failed to observe and perform, in which case the Licensee will repay BCTFA on demand for all costs and expenses in connection therewith or incidental thereto; or
- (b) suspend the rights granted to the Licensee hereunder for a stated period(s) of time and to terminate this License any time thereafter; or
- (c) terminate this License.

6.3 BCTFA's Costs

If at any time an action is brought by, for or on behalf of BCTFA for recovery of possession of the License Area, for the recovery of any amount due under this License or because of a breach by act or omission of any of the Licensee's Obligations, the Licensee will pay to BCTFA all costs and expenses incurred by BCTFA in the enforcement of its rights and remedies under this License or otherwise in connection with any default of the Licensee under this License, including legal costs on a solicitor and own client basis, and the Licensee does indemnify and save harmless BCTFA, the Province and the Provincial Representatives with respect to the same.

6.4 Interest on Late Payment

If the Licensee fails to pay any monies payable by it to BCTFA under this License promptly when due, then the Licensee will pay to BCTFA interest on any such unpaid monies at a rate of 5% per annum above the floating annual prime interest rate established by the bank designated by BCTFA from time to time as the reference rate such bank will use to determine rates of interest payable to the bank by borrowers of Canadian dollar loans in Canada. The Licensee shall pay such interest from the date on which such monies were due until actual receipt of payment of the unpaid monies and the interest due under this License by BCTFA.

7. General Provisions

7.1 Notices

Any notice or other instruments given hereunder to the Licensee will be delivered and addressed to the Licensee at its address shown below or at such other address as the Licensee designates in writing to BCTFA. Any such notice or instrument is exclusively deemed to have been given or made on the day on which it is delivered.

7.2 BCTFA Representative

The Licensee acknowledges and agrees that BCTFA appoints the District Manager, Kootenay District, Transportation (Ministry of Transportation) as its local representative for the License Area for the purposes of this License, and such representative (or any replacement appointed by BCTFA from time to time) will be the person whom the Licensee will deal with in regards to this License.

7.3 Waiver

Waiver of any default of the Licensee by BCTFA will not be deemed to be a waiver of any subsequent default of the Licensee by BCTFA.

7.4 Time

Time shall be of the essence of this License.

7.5 Contractual Rights Only

The Licensee acknowledges that the rights granted by this License are contractual rights only and do not create or grant to the Licensee any interest in land. Neither the Licensee, nor anyone on its behalf, will register this License or any notice or assignment hereof or any other document evidencing any interest herein against the whole or any part of the License Area.

7.6 Assignment by Licensee

Except as otherwise expressly provided for in this section 7.6, the Licensee will not assign this License (whether by mortgage, transfer, sale of its shares if the Licensee is a corporation, or otherwise) or otherwise part or permit any parting with possession of all or any part of the License Area or grant or permit the granting of any concession, licence or other right to all or any part of the License Area. The Licensee may grant a sublicense of part, but not all, of the License Area only with the prior written consent of BCTFA. If the Licensee intends to grant such a sublicense, it will give prior written notice to BCTFA of such intent, specifying the identity of the proposed sublicensee and providing such additional information as may be requested by BCTFA and if BCTFA consents thereto, in BCTFA's sole discretion, the Licensee shall be jointly and severally liable with such sublicensee on this License and the Licensee shall not be released from performing any of its covenants, obligations or agreements hereunder.

7.7. Assignment by BCTFA

BCTFA may assign this License or any or all interest in the License Area as BCTFA determines, in its sole and absolute discretion, and to the extent such assignee has assumed the covenants, obligations and agreements of BCTFA under this License, then BCTFA will, without further written agreement, be freed and relieved of all liability on such covenants, obligations and agreements. The Licensee will, from time to time at the request of BCTFA, certify or acknowledge to any purchaser or assignee, or proposed purchaser or assignee, the status and validity of this License.

7.8 Entire Agreement

This License and all documents entered into or granted hereunder set out all the covenants, agreements and understandings between BCTFA and the Licensee concerning the License Area and the Licensee's rights with respect thereto and may only be amended by written agreement duly executed by BCTFA and the Licensee.

7.9 Enurement

This License will be binding on the heirs, executors, administrators, successors and permitted assigns of the Licensee and enure to the benefit of the successors and assigns of BCTFA.

7.10 Severable

If any part of this License is determined by a court of competent jurisdiction to be illegal or unenforceable, then such part will be considered separate and severable from this License and the remainder of this License will remain in full force and effect and will be binding on the parties as though such illegal or unenforceable part had never been included.

7.11 Execution and Delivery

Notwithstanding anything herein, this License has no effect unless and until it has been executed and delivered by the Licensee to BCTFA, and BCTFA has approved it in writing and delivered a copy of such approval to the Licensee at the Licensee's address set out below.

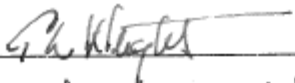
7.1. Interpretation


In this License:

- (a) the headings in this License have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this License or any provision of this License;
- (b) the laws of British Columbia, and the laws of Canada applicable therein, will govern; and
- (c) the words "including", "include" or other similar word when following any general statement, term or matter is not to be construed to limit such general statement, term or matter to the specific items or matters set forth immediately following such word or to

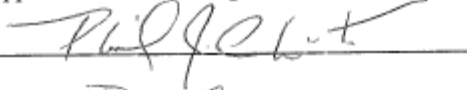
similar items or matters whether or not nonlimiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto, but rather such general statement, term or matter is to be construed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter.

Agreed to by the Licensee: **Regional District of Central Kootenay**

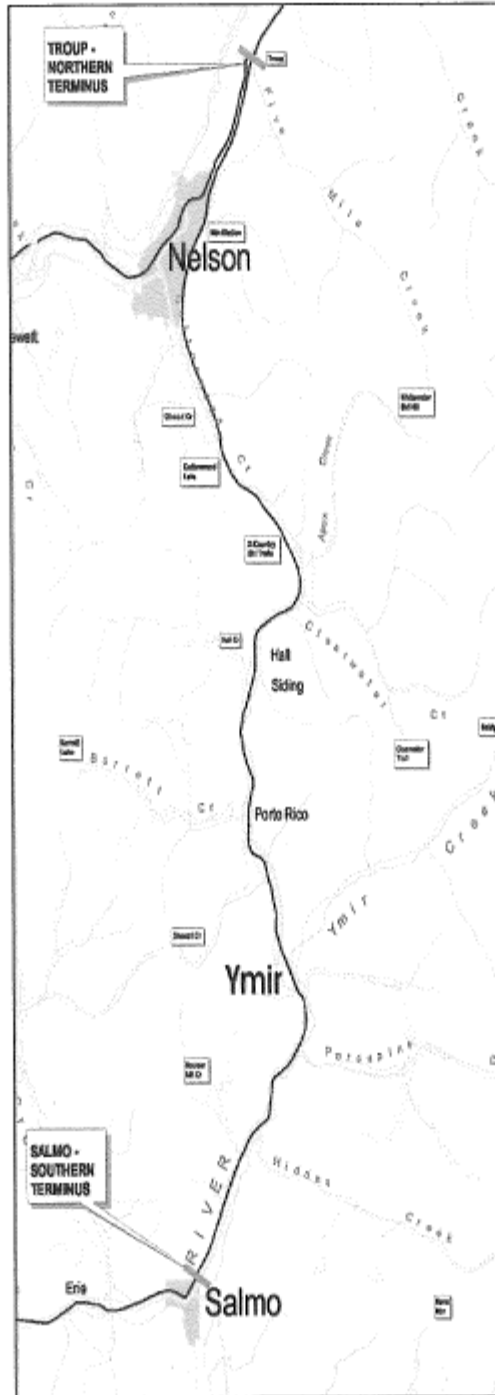
Per: 
Print Name Gary Wright
Address Nelson, BC
Date: Dec 5, 2005, 2005


SOLICITOR, Manager of Corporate Administration
Regional District of Central Kootenay
22 Lakeside Drive, Nelson, BC V1L 5R4
Commissioner for taking Affidavits for the
Province of British Columbia

Approved for BC Transportation Financing Authority:


Date: Dec. 8, 2005

- 15 -
SCHEDULE "A"
PLAN SHOWING LICENSED AREA



SCHEDULE "B"

DESCRIPTION OF PROPERTIES COMPRISING LICENSED AREA

| P.I.D. | Description |
|-------------|--|
| 016-708-113 | Sublot 76 District Lot 1237, Kootenay District Plan X70 |
| 016-708-130 | Sublot 77 District Lot 1237, Kootenay District Plan X70 |
| 016-708-156 | Sublot 78 District Lot 1237, Kootenay District Plan X70 |
| 016-708-181 | Sublot 79 District Lot 1237, Kootenay District Plan X70 |
| 016-377-800 | That part of District Lot 273, Kootenay District, Shown as Nelson and Fort Sheppard Railway Right-of Way Plan 1552 Except Plan NEP69535 |
| 016-707-681 | Sublot 11 District Lot 1243, Kootenay District Plan X73 |
| 016-707-711 | Sublot 12 District Lot 1243, Kootenay District Plan X73 |
| 016-707-745 | Sublot 13 District Lot 1243, Kootenay District Plan X73 |
| 016-707-770 | Sublot 14 District Lot 1243, Kootenay District Plan X73 |
| 016-709-802 | Sublot 5A, District Lot 1242, Kootenay District, Plan X59, Except Part Outlined Red on Plan R60 |
| 016-709-829 | Lot 6, District Lot 1238, Kootenay District, Plan X55 |
| 016-709-837 | Lot 16, District Lot 1239, Kootenay District, Plan X56 |
| 016-709-845 | Lot 21, District Lot 1239, Kootenay District, Plan X56 |
| 016-709-811 | Sublot 5, District Lot 1241, Kootenay District, Plan X58 |
| 016-496-108 | District Lot, 15573, Kootenay District |
| 016-496-132 | District Lot, 15572, Kootenay District |
| 016-377-851 | That part of District Lot 229, Kootenay District, Shown as the Right-of-Way of the Nelson and Fort Sheppard Railway on Plan 1542 |
| 016-399-528 | That part of District Lot 304, Kootenay District, Shown Outlined on Red on Plan RW 153, Except Part included in Plan 6215 |
| 016-264-444 | Parcel A, (See 1163451) District Lot 182, Kootenay District, Plan 486 |
| 016-264-452 | Parcel B, (See 1163451) District Lot 182, Kootenay District, Plan 486 |
| 016-264-461 | Parcel C, (See 1163451) District Lot 182, Kootenay District, Plan 486 |
| 016-377-877 | That part of District Lot 96, Kootenay District, Shown as Railway Right-of-Way and outlined in Red on Plan 1551 |
| 016-369-335 | That part of District Lot 183, Kootenay District, Shown as Nelson and Fort Sheppard Railway Right-of-Way on Plan 1553 |
| 016-437-659 | That part of District Lot 97, Kootenay District, Shown as Railway Right-of-Way and outlined in Red on Plan 1543 |
| 016-309-901 | That part of Sublot 2, District Lot 1240, Kootenay District, Plan X57, Shown as Nelson and Fort Sheppard Railway Right-of-Way on Plan 1547 |
| 016-407-539 | District Lot 2650, Kootenay District, Except the Right-of-Way of the British Columbia Southern Railway as shown of Plan 524A3 |
| 017-338-034 | That part of District Lot 1315, Kootenay District shown outlined in Red on Plan RW156 |
| 024-591-211 | That part of District Lot 1316, Kootenay District shown outlined Red on Plan RW155 |
| 024-591-203 | Those Parts of District Lot 276, Kootenay District shown as Nelson Sheppard Railway Right-of-Way on Plan 1550 |
| | Unregistered easements |