



Regional District of Central Kootenay  
NORTH KOOTENAY LAKE SERVICES COMMITTEE  
Open Meeting Agenda

**Date:** Monday, April 13, 2026  
**Time:** 10:00 am  
**Location:** Hybrid Model - In-person and Remote

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

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Pages

**1. ZOOM REMOTE MEETING INFO**

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).

**Meeting Time:**

10:00 a.m. (PST)

**Join by Video:**

<https://rdck-bc-ca.zoom.us/j/96510686084?pwd=rZfWBbpVzFpO89pvyzircuth7z3h2X.1>

**Join by Phone:**

833 958 1164 Canada Toll-free

\*6 to unmute or mute

\*9 to raise or lower your hand

**Meeting ID:** 965 1068 6084

**Meeting Password:** 511543

**In-Person Location:** Village of Kaslo Council Chambers 413 4th St., Kaslo, BC

**2. CALL TO ORDER**

Chair Hewat called the meeting to order at [Time] a.m.

**3. TRADITIONAL LANDS ACKNOWLEDGEMENT STATEMENT**

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

**4. ADOPTION OF AGENDA**

**RECOMMENDATION:**  
The agenda for the April 13, 2026 North Kootenay Lake Services Committee meeting be adopted as circulated.

**5. RECEIPT OF MINUTES** 3 - 7  
The January 19, 2026 North Kootenay Lake Services Committee minutes, have been received.

**6. STAFF REPORTS**

**6.1 Service Agreement: McDonald Creek Operational and Maintenance** 8 - 30  
The Committee Report dated April 13, 2026 from Eileen Senyk, Water Services Liaison, re: McDonald Creek Operational and Maintenance Service Agreement, has been received.

**RECOMMENDATION:**  
That the Board approve the RDCK enter into an Operational and Maintenance Agreement with the Village of Kaslo for the Operation and Maintenance of the McDonald Creek Water Service for the period of five (5) years beginning on February 1, 2026, and that the Chair and Corporate Officer be authorized to sign the necessary documents.

**6.2 For Information: RDCK Parks Report & Initiatives** 31 - 39  
The Parks Report and Initiatives Summary, has been received for information.

**7. NEW BUSINESS**

**7.1 Kaslo Cemetery Community Development Application**  
Discussion item.

**8. PUBLIC TIME**  
The Chair will call for questions from the public and members of the media at \_\_\_\_\_ a.m.

**9. NEXT MEETING**  
The next North Kootenay Lake Services Committee meeting is scheduled for June 22, 2026 at 10:00 a.m.

**10. ADJOURNMENT**

**RECOMMENDATION:**  
The North Kootenay Lake Services meeting be adjourned at [Time].



**Regional District of Central Kootenay**  
**NORTH KOOTENAY LAKE SERVICES COMMITTEE**  
**Open Meeting Minutes**

Monday, January 19, 2026

10:00 am

Hybrid Model - In-person and Remote

<b>COMMITTEE MEMBERS PRESENT</b>	Director S. Hewat Director A. Watson	Village of Kaslo – Chair Area D
<b>STAFF PRESENT</b>	S. Horn J. Chirico C. Gaynor C. Hopkyns	Chief Administrative Officer General Manager of Community Services Regional Parks Manager Corporate Administration Coordinator
<b>KASLO STAFF PRESENT</b>	R. Baker	Village of Kaslo - CAO

**1. ZOOM REMOTE MEETING INFO**

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).

**Meeting Time:**

10:00 a.m. PST

**Join by Video:**

<https://rdck-bc-ca.zoom.us/j/96510686084?pwd=rZfWBbpVzFpO89pvyzirguth7z3h2X.1>

**Join by Phone:**

- 833 958 1164 Canada Toll-free
- \*6 to unmute or mute
- \*9 to raise or lower your hand

**Meeting ID:** 965 1068 6084

**Meeting Password:** 511543

**In-Person Location:** Village of Kaslo Council Chambers, 413 4th St., Kaslo, BC

**2. CALL TO ORDER**

RDCK Chief Administrative Officer called the meeting to order at 10:01 a.m.

**3. ELECTION**

**3.1 Call For Nominations (3 Times)**

RDCK Chief Administrative Officer, Stuart Horn, called for nominations.

Director Watson nominated Director Hewat.

RDCK Chief Administrative Officer, Stuart Horn, called for further nominations two times.

**3.4 Declaration of Elected Chair**

RDCK Chief Administrative Officer, Stuart Horn ratifies the appointed Director Hewat as Chair of the North Kootenay Lake Services Committee for 2026.

**4. CHAIR'S ADDRESS**

Chair Hewat thanked the Committee.

**5. COMMENCEMENT OF REGULAR NORTH KOOTENAY LAKE SERVICE COMMITTEE**

The North Kootenay Lake Services Committee Chair assumes the chair.

**5.1 Traditional Lands Acknowledgement Statement**

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

**5.2 Adoption of Agenda**

Moved and seconded,  
And resolved:

The agenda for the January 19, 2026 North Kootenay Lake Services Committee meeting be adopted as circulated.

**Carried**

**5.3 Receipt of Minutes**

The December 1, 2025 North Kootenay Lake Services Committee minutes, have been received.

#### 5.4 Delegate

The Kaslo & District Library presentation and budget, have been received in the addenda.

Celia Cheatley, Kaslo & District Public Library Board Chair, announced to the Committee that there is a new Library Director, Darlene Edwards. She then presented on the proposed 2026 library budget.

Ms. Cheatley shared that budget has a 5% each year until 2030, when it is projected that we will have reached average per capita funding, and thus only need a 3.5% increase to maintain at that level and not fall behind. The 2026 request is for \$137,366.

Ms. Cheatley thanked the Village of Kaslo and the RDCK for joining the library in the vision of a new library building in Kaslo. She also shared the library goals.

#### 5.5 Staff Reports

##### 5.5.1 Budget Discussion

##### 5.5.1.1 Draft 2026 Budget: Service S221 - Regional Facilities, Recreation and Park Service

The 2026 draft S221 - Regional Facilities, Recreation and Park Service budget request has been received.

Joe Chirico, General Manager of Community Services and Cary Gaynor, Regional Parks and Trails Manager, presented the updated 2026 Regional Facilities, Recreation and Park Service budget.

The Committee had a discussion, and staff answered the questions.

The 2026 Service S221 - Regional Facilities, Recreation and Park Service budget will be presented at the Special Board Budget Meeting on January 22, 2026.

##### 5.5.1.2 Draft 2026 Budget: Service S109 Economic Development - Kaslo and Area D

The 2026 draft S109 Economic Development - Kaslo and Area D budget request has been received.

Stuart Horn, Chief Administrative Officer, presented on the 2026 Economic Development for Kaslo and Area D. He answered the Committee's questions.

The 2026 draft S109 Economic Development - Kaslo and Area D budget will be presented at the Special Board Budget Meeting on January 22, 2026.

**5.5.1.3 Draft 2026 Budget: Service S194 – Kaslo & Area D Library Service**

The Kaslo & Area D Library budget, has been received in the addenda.

**DIRECTION TO STAFF:** That staff bring back information regarding the possibility of transferring Community Works grants from RDCK to the Village of Kaslo for the library building.

The 2026 draft Service S194 – Kaslo & Area D Library Service budget will be presented at the Special Board Budget Meeting on January 22, 2026.

**5.6 New Business**

**5.6.1 Recreation Grant Application Amendment - RDCK Recreation Commission 2 - Kaslo Curling Club**

The 2025 Recreation Grant Application Amendment dated December 16, 2025, re: RDCK Recreation Commission 2 - Kaslo Curling Club, has been received.

The Committee had a discussion and staff answered questions.

Moved and seconded,  
And resolved:

The North Kootenay Lake Service Committee consents to the change in scope for the capital project as identified in the RDCK Recreation Commission 2 - Kaslo Curling Club Recreation Grant Application Amendment from the purchase of an ice scraper to the purchase of two end to end graphic sheets; AND FURTHER , if overall budget is approved, that the Village of Kaslo and RDCK logos be applied to the graphic sheets.

**Carried**

**5.7 Public Time**

The Chair will call for questions from the public and members of the media at 11:45 a.m.

**5.8 Next Meeting**

The next North Kootenay Lake Services Committee meeting is scheduled for February 23, 2026 at 10:00 a.m.

**5.9 Adjournment**

Moved and seconded,  
And resolved:

The North Kootenay Lake Services Committee meeting be adjourned at 11:45 a.m.

**Carried**

**Digitally approved**

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Suzan Hewat, Chair



# Committee Report

April 8, 2026

## McDonald Creek Operational and Maintenance Service Agreement

**Author:** Eileen Senyk, Water Services Liaison  
**File Reference:** 2025-020—ENV\_VILLAGE\_OF\_KASLO  
**Electoral Area/Municipality:** Area D  
**Services Impacted** Water Utility – Area D (Macdonald Creek) Service S246

### 1.0 STAFF RECOMMENDATION

That the Board approve that the RDCK enter into an Operational and Maintenance Agreement with the Village of Kaslo for the Operation and Maintenance of the McDonald Creek Water System for the period of five (5) years beginning on February 1, 2026, and that the Chair and Corporate Officer be authorized to sign the necessary documents.

### 2.0 BACKGROUND/HISTORY

In 2004 The McDonald Creek Water Service Area was created by Service Establishment Bylaw No. 1651. The water system is located adjacent to the Village of Kaslo within RDCK Electoral Area D.

McDonald Creek users receive water from the Kaslo water system, through an operational and maintenance agreement with the RDCK. Kaslo derives source water from Kemp Creek. Pursuant to the agreement, the RDCK owns the McDonald Creek water system and the Village of Kaslo operates it.

The current agreement expired on December 31, 2025. A new agreement was presented to the North Kootenay Lake Service Committee for consideration on October 20, 2025. Three sections (Schedule A, S. 15 & Schedule B, S. 4 & S. 5) of the agreement were discussed and revised. The revised report was presented to the Committee on December 1, 2025.

Several questions were raised at the December 1, 2025 meeting. The following is a summary of the questions, organized by section, and a staff analysis of each question to provide clarifying information.

#### Section 18: Excise Tax

The Excise tax clause is included in the General Terms of the agreement and is a standard part of our template. In this case it states the if there is any GST applicable the RDCK would be paying. This doesn't affect the RDCK budget, because we claim any GST amount the RDCK pays back from the federal government through an Input Tax Credit.

### Schedule A - Description of Services

Concerns were raised at the December meeting regarding public communication. It was noted that at times customers and the public do not know who to contact regarding matters pertaining to the water system and that there is confusion regarding the roles and responsibilities of both the RDCK and the Village. Schedule A Sections 8 – 11 were re-worded to provide greater clarity.

Specifically the following sections were re-worded/added:

- Section 8.e. This was re-worded to more clearly describe where customers and the public can find the relevant rates fees and charges pertaining to the McDonald Creek water system.
- Sections 9 was re-worded to describe ways that the RDCK and the Village of Kaslo can cooperate to provide clear public communication.
- Sections 9.b and 10.a were added to ensure that both parties agree to develop and maintain a dedicated page on their websites to provide information to customers regarding who to contact for billing, maintenance, repairs and new connections within the water system.

### Schedule A – Servicing

It was noted at the December meeting that the agreement is not clear in terms of who is responsible for administration and installation of new services. Wording was changed in the following sections:

- Section 15 – Connections: wording was changed to clarify that the Village is responsible for the physical installation of new connections.
- Sections 19 & 20 remain largely as they were before and this is where it is written that it is the RDCK that receives applications for new connections and does the administrative work to process and approve the requests before forwarding them to the Village to do the installation.

### Schedule B – Revenue and Capital Costs

At the December 1, 2025 meeting there was further discussion regarding the sharing of capital costs.

- Section 2 was changed to ensure a more equitable cost sharing ratio. Deducting grant funding prior to calculating contributions means that the proportional share may be weighted in favor of one or the other party depending on the size of the grant and who receives it. Deducting grant funding after calculating contributions creates a more equitable cost sharing ratio.

## **3.0 PROBLEM OR OPPORTUNITY DESCRIPTION**

The current agreement has expired and needs to be replaced.

### **3.1 Alignment to Board Strategic Plan**

The RDCK maintains an asset management plan for the McDonald Creek Water Service. This aligns with the goal of managing RDCK owned assets and service delivery in a fiscally responsible manner.

### **3.2 Legislative Considerations**

The agreement is possible due to the establishment of McDonald Creek Water Service Establishment Bylaw No. 1651. Authority to charge parcel taxes, user fees and enforce regulations pertaining to the water system are dependent on several bylaws. The agreement references the following bylaws:

McDonald Creek Water Service Establishment Bylaw No. 1651  
McDonald Creek Water Parcel Tax Bylaw No. 1653  
RDCK Utilities Rates, Fees and Charges Bylaw No. 3027  
Village of Kaslo Fees and Charges Bylaw No. 1300  
RDCK Water Bylaw No. 2894  
RDCK Bylaw Enforcement Notice and Dispute Adjudication System Bylaw No. 2855

### **3.3 What Are the Risks**

Currently the former Operational and Maintenance Agreement between the Village of Kaslo and the RDCK has expired which carries with it liability risk.

## **4.0 PROPOSED SOLUTION**

That the Board approve the RDCK enter into an Operational and Maintenance Agreement with the Village of Kaslo for the Operation and Maintenance of the McDonald Creek Water Service for the period of five (5) years beginning on February 1, 2026, and that the Chair and Corporate Officer be authorized to sign the necessary documents.

### **4.1 Financial Considerations of the Proposed Solution**

The intent of this agreement is to ensure that conditions of operations and maintenance of the McDonald Creek water system are met while the Village of Kaslo explores other options for provision of capital reserves. There may be opportunity to improve the cost sharing agreement between the RDCK and the Village in future, but this must be informed by the development of a Village of Kaslo asset management plan for the water treatment plant.

### **4.2 Risks with the Proposed Solution**

The Village may wish to pursue a more comprehensive cost recovery model for the water system in the long run at which time this agreement may be terminated.

### **4.3 Resource Allocation and Workplan Impact**

As per Section 3.6 of this report, RDCK staff and Village of Kaslo staff have obligations to send information to each other at certain times of the year. For the RDCK, staff time is administrative and is included the RDCK's S246 budget. Other staffing considerations once the agreement is approved are as follows:

- Scheduling a meeting between RDCK and Village of Kaslo staff to review the agreement;
- Creating a page on the RDCK website;
- Creating print materials for customers (letters and/or brochures);
- Scheduling a public meeting for users of the McDonald Creek water system.

### **4.4 Public Benefit and Stakeholder Engagement of Proposed Solution**

The agreement sets out the terms upon which RDCK staff administrate, and the Village of Kaslo staff operate the water system as well as invoice customers. The agreement identifies the roles and responsibilities of both the RDCK and the Village of Kaslo. While it is important to have this information in writing and approved by the

Regional Board, it is also important for RDCK staff and Village of Kaslo staff to review the agreement together to ensure that everyone understands the contents and adheres to the terms laid out therein.

A prevalent issue that was identified at the Dec 1 meeting is the importance of public communication. This agreement is not intended to be a public facing document, nor are the bylaws upon which it is structured. It is therefore necessary for both the RDCK and the Village of Kaslo to make additional efforts to communicate facts regarding billing, governance and operations to customers and the public.

Provisions are included in the agreement that make the RDCK responsible for digital, hard copy and in-person communications to customers. This includes (but is not limited to) public meetings, letters, brochures, a dedicated page on the RDCK website and social media posts. Pursuant to this agreement, the Village also has the responsibility of communicating information about the water system on their website.

#### **4.5 Leveraging Technology**

Not applicable.

#### **4.5 Measuring Success**

A measure of success is to have a signed agreement with the Village of Kaslo for the operation and maintenance of the McDonald Creek water system.

### **5.0 ALTERNATIVE SOLUTION(S)**

That the Board not approve the RDCK enter into an Operational and Maintenance Agreement with the Village of Kaslo for the Operation and Maintenance of the McDonald Creek Water Service and instead renew the old agreement.

#### **5.1 Financial Considerations of the Alternative Solution(s)**

The new agreement has updated provisions for sharing of capital costs. The way that old agreement is written with grant funding being deducted prior to calculating contributions means that the proportional share may be weighted in favor of one or the other party depending on the size of the grant and who receives it.

#### **5.2 Risks with the Alternative Solution(s)**

The agreement signed in 2007 is outdated and has sections that are no longer relevant.

#### **5.3 Resource Allocation and Workplan Impact**

Many staff hours have been spent developing the new agreement. To renew the old agreement would mean that those hours of staff time could have been used for a different project, but were not.

#### **5.4 Public Benefit and Stakeholder Engagement of Proposed Solution**

Renewing the old agreement would be better than having no agreement at all, which is currently the case.

#### **5.5 Measuring Success**

Renewing the old agreement would mean carrying on in the same manner as has been done since 2007. While the old agreement has been useful, renewing it would not inspire improvement in terms of public benefit and operational efficiency.

## 6.0 OPTIONS CONSIDERED BUT NOT PRESENTED

There is the option for the RDCK to continue relying on the Village of Kaslo to operate the McDonald Creek water system without an agreement in place.

## 7.0 OPTIONS SUMMARY

### Option 1:

**Recommendation:** That the Board approve the RDCK enter into an Operational and Maintenance Agreement with the Village of Kaslo for the Operation and Maintenance of the McDonald Creek Water Service for the period of five (5) years beginning on February 1, 2026, and that the Chair and Corporate Officer be authorized to sign the necessary documents.

### Option 2:

**Recommendation:** That the Board not approve the RDCK enter into an Operational and Maintenance Agreement with the Village of Kaslo for the Operation and Maintenance of the McDonald Creek Water Service and instead renew the old agreement.

## 8.0 RECOMMENDATION

That the Board approve the RDCK enter into an Operational and Maintenance Agreement with the Village of Kaslo for the Operation and Maintenance of the McDonald Creek Water Service for the period of five (5) years beginning on February 1, 2026, and that the Chair and Corporate Officer be authorized to sign the necessary documents.

Respectfully submitted,  
Eileen Senyk, Water Services Liaison

## CONCURRENCE

Manager Utility Services – Chris Gainham  
General Manager of Environmental Services – Uli Wolf  
Chief Administrative Officer – Stuart Horn **Approved**

### ATTACHMENTS:

Attachment A – McDonald Creek Operational and Maintenance Agreement – Draft Redline



# Municipal Services Agreement

**Contract #: 2025-020-ENV-KASLO**

**Project: Operational and Maintenance Service Agreement**

**GL Code:**

**Board Resolution (s):**

THIS AGREEMENT executed and dated for reference the:

day day of month, year  
(Day) (Month) (Year)

## BETWEEN

### REGIONAL DISTRICT OF CENTRAL KOOTENAY

(hereinafter called the "RDCK")

at the following address:

Box 590, 202 Lakeside Drive  
Nelson, BC V1L 5R4

Agreement Administrator: Chris Gainham

Telephone #: (250) 551-7388

Email: cgainham@rdck.bc.ca

**AND**

### VILLAGE OF KASLO

(hereinafter called the "Municipality")

at the following address:

PO Box 576 – 413 Fourth St.  
Kaslo, BC V0G 1M0

Agreement Administrator: Robert Baker

Telephone: (250) 353-2311 x 201

Email: cao@kaslo.ca

**FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS CONFIRMED, THE RDCK AND THE MUNICIPALITY AGREE AS FOLLOWS:**

## RECITALS

WHEREAS, the RDCK, by the adoption of "McDonald Creek Water Service Establishment Bylaw No. 1651, 2004", as amended, has established a service area (hereinafter referred to as "the Service Area") for the purpose of acquiring, constructing, operating and maintaining a water distribution system and providing water to the Service Area located adjacent to the Municipality;

AND WHEREAS costs incurred by the RDCK to replace the RDCK's water distribution system previously owned by the McDonald Creek Water District Society will be funded by the RDCK's "McDonald Creek Water Parcel Tax Bylaw No. 1653, 2004.

AND WHEREAS both the Municipality and RDCK intend that the Municipality will:

- (a) operate and maintain the RDCK's water distribution system in the Service Area within the Service Area that is consistent with that in the Municipality;

- (b) provide potable water to users within the Service Area; and
- (c) administer a billing and collection system;

AND WHEREAS both parties recognize the joint benefits of assuming a shared responsibility for providing filtered water;

## KEY TERMS

- 1 The parties agree that the Municipality shall provide the Services detailed in Schedule A of this Agreement (the "Services").
- 2 Notwithstanding the date of execution of this Agreement the Municipality shall provide the Services described in Schedule A hereof commencing on ~~1 May 1, January~~ 2026 (the "Start Date") and ending on ~~1 April 30-1, January~~ 2031 (the "Term"), unless terminated earlier in accordance with Section 9 or 10 of this Agreement. The Agreement may be renewed for **two (2) five (5)** year periods upon mutual agreement of the parties.
- 3 The location for delivery of the Services shall be the Service Area in the Regional District of Central Kootenay Electoral Area 'D'.
- 4 In exchange for the provision of Services, the Municipality shall retain User Fees and the RDCK and Municipality shall share capital costs as described in Schedule B.

## DEFINITIONS

- 5 In this Agreement, words and phrases shall have the following meanings:

(a) **"AGREEMENT"** means this Agreement;

~~(a)~~(b) **"BYLAW ENFORCEMENT NOTICE AND DISPUTE ADJUDICATION SYSTEM BYLAW"** means the Regional District of Central Kootenay Bylaw Enforcement Notice and Dispute Adjudication System Bylaw No. 2855, 2023 and amendments thereto.

~~(b)~~(c) **"CLAIMS"** referred to in Section 11 and 12 hereof, means collectively: claims, demands, actions, suits, losses, damages, costs (including legal costs), fines, penalties, charges and expenses, including those for bodily injury or death;

~~(c)~~(d) **"DEFAULT"** has the meaning described in Section 9;

~~(d)~~(e) **"DEFAULTING PARTY"** has the meaning described in Section 9;

~~(e)~~(f) **"DEVELOPMENT APPLICATION"** means an application for an amendment to the RDCK's Official Community Plan, Zoning Bylaw, or Rural Land Use Bylaw; an application for the issuance of a development permit, or temporary industrial use permit; or an application to the RDCK's Board of Variance.

~~(f)~~(g) **"DRINKING WATER OFFICER"** means the person appointed by the Province of British Columbia pursuant to the *Drinking Water Protection Act* as the drinking water officer who has jurisdiction over the Water System.

~~(g)~~ **"DISTRICT BYLAW"** means the ~~RDCK's McDonald Creek Waterworks Bylaw No. 1871, 2007.~~

(h) **"ENACTMENT"** has the same meaning as defined in section 1 of the British Columbia Interpretation Act;

(i) **"EQUIVALENT UNIT"** means the rate and quantity of water used by the average single family dwelling

within the Village of Kaslo;

- (j) **"FORCE MAJEURE"** has the meaning described in Section 35;
- (k) **"KASLO WATER SYSTEM"** means the water mains, fire hydrants and service connections to the property lines located within the boundaries of the Village of Kaslo;
- (l) **"MAJOR MAINTENANCE"** means, but is not limited to, the repair, replacement, upgrading and extension of water mains, service connections to property lines, fire hydrants, blow offs, pump stations, and pressure reducing stations of the Water System;
- ~~(+)(m)~~ **"MANAGER"** in this agreement means the Regional District of Central Kootenay General Manager of Environmental Services, the Water Operations Manager, Utility Services Manager or designate.
- (n) **"PROPORTIONAL NUMBER"** means the number of active service connections in the Service Area divided by the total number of active service connections in the Service Area plus the Municipality.
- ~~(m)~~—
- ~~(+)(o)~~ **"REGULAR MAINTENANCE"** means, but is not limited to, the flushing of mains, exercising of main gate valves, and the servicing of fire hydrants, blow offs, pump stations, and pressure reducing stations of the Water System.
- ~~(+)(p)~~ **"SERVICES"** means the Services listed in Schedule A provided by the Municipality under this Agreement;
- ~~(+)(q)~~ **"SERVICE AREA"** means the area set out in Schedule "D" attached to and forming part of the "McDonald Creek Water Service Establishment Bylaw No. 1651, 2004" of the RDCK, as amended.
- (r) **"USER FEES"** has the meaning all fees for water service including, but not limited to, user fees, connection and disconnection fees and applicable penalty and interest thereon as set out in the Village of Kaslo Fees and Charges bylaw;
- ~~(+)(s)~~ **"UTILITIES RATES, FEES AND CHARGES BYLAW"** means the Regional District of Central Kootenay Utilities Rates, Fees, and Charges Bylaw No. 3027, 2025.
- (t) **"VILLAGE WATERWORKS BYLAW"** means the "Village of Kaslo Waterworks Bylaw No. 1127, 2012", as amended.
- ~~(+)(u)~~ **"WATER -BYLAW"** means the Regional District of Central Kootenay Water Bylaw No. 2894, 2023 and amendments thereto.
- ~~(+)(v)~~ **"WATER SUPPLY SYSTEM"** means, in relation to the Kaslo Water System, the structure at the source of the water supply, and all dams, pipes and fittings between the water source and the treated water reservoir, raw water storage tank and the major trunk mains from the Water Treatment Plant to the Municipality and the Service Area.
- (w) **"WATER SYSTEM"** means the McDonald Creek water system consisting of water mains, fire hydrants and service connections to the property lines located within the Service Area but excluding the major trunk mains from the Water Treatment Plant to the Municipality.
- ~~(+)(t)~~ **"WATER TREATMENT PLANT"** means the Municipality's water filters, machinery and equipment as well as the building housing the same located within the RDCK's boundaries and outside the boundaries of the Municipality

~~(u)~~ **"WATER TREATMENT PLANT"** means the Municipality's water filters, machinery and equipment as well as the building housing the same located within the RDCK's boundaries and outside the boundaries of the

**Municipality.**

6 The following Schedules are attached, incorporated into, and form part of this Agreement:

- Schedule A: Description of Services
- Schedule B: Revenue and Capital Costs
- Schedule C: Exhibits
- Schedule D: Map

## THE MUNICIPALITY'S OBLIGATIONS

7 The Municipality shall:

- (a) undertake all work and supply all materials necessary to perform the Services, unless stipulated otherwise in Schedule A, B, C or D;
- (b) upon the request of the RDCK fully inform the RDCK of the Services done by the Municipality in connection with the provision of the Services and permit the RDCK at all reasonable times to inspect and review all works, data, specifications, drawings, reports, documents and materials, whether complete or otherwise, that have been produced, received or acquired by the RDCK as a result of this agreement;
- (c) comply with all applicable municipal, provincial and federal legislation and regulations, including, without limitation, the legislation and regulations governing the protection of information and privacy applicable to the RDCK;
- (d) exercise a standard of care, skill and diligence that could reasonably be expected of and observed in persons engaged in the performance of work or services similar to Services provided in similar local or provincial government workplaces in British Columbia;
- (e) at its own expense, obtain Workers Compensation coverage for itself and all workers and agents employed or engaged in the execution of the Services; and
- (f) at all times, treat as confidential all records, data, information and material supplied to or obtained by the Municipality as a result of this Agreement, including that of the RDCK's elected officials, appointed officers and employees, and the RDCK's ratepayers, businesses and other members of the public, and not permit the publication, release or disclosure of the same without the prior written consent of the RDCK or in accordance with the applicable "enactment" (as defined in the British Columbia Interpretation Act);
- (g) respond to all requests made under section 5 of the Freedom of Information and Protection of Privacy Act in respect of the Municipality's records in the possession of the RDCK by transferring the requests to the Municipality, as the initiator and primary custodian of the records, in accordance with section 11 of that Act;
- (h) not in any manner whatsoever commit or purport to commit the RDCK to the payment of any money except as set out in the Schedules of this Agreement.

## THE RDCK'S OBLIGATIONS

8 The RDCK shall:

- (a) make available to the Municipality all available information pertinent to the Services;
- (b) give the Municipality reasonable notice of anything likely to materially affect the provision of the Services;

- (c) examine all studies, reports, sketches, proposals and documents provided by the Municipality under this Agreement, and render decisions pertaining thereto within a reasonable time;
- (d) at all times, treat as confidential all information and material supplied to or obtained by the RDCK as a result of this Agreement and not permit the publication, release or disclosure of the same without the prior written consent of the Municipality or in accordance with the applicable enactment;
- (e) comply with all applicable municipal, provincial and federal enactments; and,
- (f) abide by the requirements set out in Schedule A, B, C and D;

## TERMINATION OF AGREEMENT

- 9 A failure by a party to perform its obligations under this Agreement constitutes a default (the “**Default**”) and upon a party committing Default (the “**Defaulting Party**”), the other a party may provide written notice to the Defaulting Party and require the Defaulting Party to rectify the Default within 60 days of the notice, failing which the party providing notice may immediately terminate this Agreement.
- 10 Either party may in its absolute discretion terminate this Agreement on not less than eighteen (18 months written notice to the other party.

## INDEMNITIES AND INSURANCE

- 11 The RDCK releases, indemnifies and saves harmless the Municipality and its elected officials, officers, employees and agents from and against all Claims which the Municipality may incur, suffer or be put to arising out of or in connection with this Agreement or the provision of the Services, directly or indirectly, arising from any negligence, act or omission of the RDCK or any breach by the RDCK of any of its obligations, representations, warranties or covenants under this Agreement, unless such Claims arise in whole or in part by any negligence, act or omission of the Municipality or any breach by the Municipality of any of its obligations, representations, warranties or covenants under this Agreement.
- 12 The Municipality releases, indemnifies and saves harmless the RDCK and its elected officials, officers, employees and agents from and against all Claims which the RDCK may incur, suffer or be put to arising out of or in connection with this Agreement or the provision of the Services, directly or indirectly, arising from any negligence, act or omission of the Municipality or any breach by the Municipality of any of its obligations, representations, warranties or covenants under this Agreement, unless such Claims arise in whole or in part by any negligence, act or omission of the RDCK or any breach by the RDCK of any of its obligations, representations, warranties or covenants under this Agreement.
- 13 The indemnities in Sections 11 and 12 survive the expiration or termination of this Agreement.
- 14 Each party shall take out and keep in force during the Term comprehensive general liability (including bodily injury, death, property damage, and damage or loss) insurance on an occurrence basis of not less than \$10,000,000 per occurrence (or such greater reasonable amount as the parties may agree to from time to time), which insurance shall include the other party as an additional insured and shall protect the other party in respect of claims as if that party were separately insured.
- 15 The insurance required to be maintained by each party shall be on terms and with insurers to which the other party has no reasonable objection and shall require the insurer to provide to the other party six months prior written notice of cancellation or material alteration of its terms.
- 16 At the time of execution of this Agreement and at other reasonable times requested by a party, the other party shall furnish evidence of insurance to the requesting party, either by means of a certified copy of the policy or policies of insurance with all amendments and endorsements or a certificate from that party’s insurer which, in the case of comprehensive general liability insurance, shall provide such information as the other party reasonably requires.

## DISPUTE RESOLUTION

- 17** If a dispute arises between the parties regarding this Agreement or any matter arising hereunder, the parties agree to avail themselves to the following procedures:
- (a) Either party (the “Sender”) may give written notice (the “Notice”) to the other party that it wishes to resolve the dispute through the procedures set out in this section;
  - (b) The Notice shall set out in reasonable detail the matter the Sender wishes to resolve, and the position of the Sender in respect to the disputed matter;
  - (c) Upon either party receiving a Notice, the Chief Administrative Officer of the Regional District and the Chief Administrative Officer of the Municipality shall meet and, in good faith, attempt to settle the dispute through negotiation;
  - (d) If the dispute cannot be settled by negotiation within thirty (30) days of receipt of the Notice, the parties will attempt to resolve such dispute by mediation with each party paying one-half of the costs of the mediation;
  - (e) If the dispute cannot be settled by mediation within a further thirty (30) days or such other period as the parties may agree to, either party may serve an Arbitration Notice upon the other party to submit the dispute to arbitration in accordance with the Arbitration Act (B.C.) by a single arbitrator agreed upon by the parties;
  - (f) The decision of an arbitrator appointed pursuant to this Agreement is final and binding on the parties and shall be handed down within sixty (60) days of the arbitrator’s appointment and shall contain detailed reasons for the decision;
  - (g) Each party shall bear its own costs of any arbitration and pay one-half of the arbitrator’s fee and expenses, including the cost of the site of the arbitration, unless otherwise ordered by the arbitrator.

## GENERAL TERMS

- 18** The RDCK and the Municipality both acknowledge and agree that the printed, electronic and other records produced and maintained by the Municipality in connection with the Services are, for the purpose of compliance with the Freedom of Information and Protection of Privacy Act (B.C.) (“FIPPA”), under the custody and control of the Municipality. The Municipality agrees that it shall meet its statutory requirements and obligations under FIPPA. It shall process any requests under FIPPA in a timely fashion and copy the RDCK on any such response in relation to requests which affect or involve the Services described in Schedule A of this Agreement.
- 19** Any amounts due and owing under this Agreement and unpaid within 60 days shall bear interest at the prime lending rate of the Municipality’s financial institution, calculated and compounded monthly not in advance, from the date due until paid.
- 20** The RDCK certifies that the Services purchased pursuant to this Agreement are for the use of and are being purchased by the RDCK and are therefore subject to the *Excise Tax Act* (Canada). The RDCK is registered for Goods and Services Tax (“GST”) purposes and shall be responsible for and account for all GST payable in connection with the Services.
- 21** This Agreement may be amended by mutual agreement of the parties evidenced in writing, duly signed by their authorized signatories. Amendments that affect provincially or federally regulated aspects of this

Agreement shall be submitted to the appropriate regulatory agency for their review and concurrence before such amendments may become effective and binding upon the parties.

- 22 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.
- 23 Time shall be of the essence of this Agreement.
- 24 The Municipality may provide similar Services to other municipalities or entities during the Term of this Agreement, provided such Services do not reasonably give rise to a conflict of interest with respect to the Municipality's duties under this Agreement or diminish the level of the Services available to the RDCK under this Agreement.
- 25 The Municipality and the RDCK expressly acknowledge that they are independent contractors and no agency, partnership, joint venture or employer-employee relationship is intended or created by this Agreement.
- 26 Any notice required to be given hereunder shall be delivered or mailed by prepaid certified or registered mail to the addresses above (or at such other address as either party may from time to time designate by notice in writing to the other), and any such notice shall be deemed to be received 72 hours after mailing.
- 27 This Agreement shall be binding upon the parties and their respective successors, heirs and permitted assigns.
- 28 A waiver of any provision or breach by either party of any provision of this Agreement shall be effective only if it is in writing and signed by both parties.
- 29 A waiver under Section 28 shall not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.
- 30 This Agreement has been duly authorized by the requisite proceedings to enter into and execute this Agreement by each party.
- 31 Except as expressly set out in this Agreement, nothing herein shall prejudice or affect the rights and powers of either party in the exercise of its powers, duties or functions under the *Community Charter* or the *Local Government Act* or any of its bylaws, all of which may be fully and effectively exercised as if this Agreement had not been executed and delivered.
- 32 The parties will execute such further and other documents and so such further and other things as may be necessary to carry out and give effect to the intent of this Agreement.
- 33 There are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement, save as expressly set out in this Agreement and this Agreement constitutes the entire agreement between the parties and may not be modified except by subsequent agreement in writing executed by the parties.
- 34 All sections of this Agreement are severable one from the other. Should a court of competent jurisdiction find that any one or more sections herein are void the validity of the remaining paragraphs hereof will not be affected.
- 35 The Municipality does not warrant that the Services provided by the RDCK pursuant to this Agreement will be free from interruptions caused or required by, strikes, riots, insurrections, labour controversies, accidents or other causes beyond the commercially reasonable control of the Municipality ("**Force Majeure**") and the RDCK releases the Municipality from any loss or expenses rising therefrom.
- 36 If the Municipality is rendered unable, wholly or in part, by Force Majeure to provide the Services then the Municipality shall provide to the RDCK notice of the Force Majeure as soon as reasonably possible, and to the extent that the Municipality's performance is impeded by the Force Majeure it shall not be in breach of

its obligations under this Agreement. The parties acknowledge and agree that during an event of Force Majeure, the Municipality's obligations pursuant to this Agreement shall be reduced or suspended as the case may be, but not longer than the continuance of the Force Majeure, except for a reasonable time period after if required by the Municipality to resume its obligations.

**(Continued on next page)**



**37** This Agreement may be executed in counterparts, in which case the counterparts together shall constitute one agreement and communication of execution by fax or electronic transmission shall constitute good delivery.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

REGIONAL DISTRICT OF CENTRAL KOOTENAY	VILLAGE OF KASLO
<hr/> (Signature of Authorized Signatory)	<hr/> (Signature of Authorized Signatory)
<hr/> (Name- and Title of Authorized Signatory)	<hr/> (Name- and Title of Authorized Signatory)
<hr/> (Signature of Authorized Signatory)	<hr/> (Signature of Authorized Signatory)
<hr/> (Name and Title of Authorized Signatory)	<hr/> (Name and Title of Authorized Signatory)



## SCHEDULE A: DESCRIPTION OF SERVICES

- 1 **Municipality to Operate and Maintain** - The parties agree that the Municipality will operate and maintain the Water System and provide water to users within the Service Area as set out in this Agreement.
- 2 **RDCK owns Water System** - The parties agree that the RDCK is the sole owner of all infrastructure forming the Water System and all permits relating to the operation of the Water System. The Municipality's operation and maintenance of the Water System infrastructure will not in any way extend or convey any ownership interest or right to physically control any portion of the Water System beyond the intent of this Agreement.
- 3 **Maintenance Requirements** - The parties agree that the Municipality is solely responsible for carrying out all Regular Maintenance and Major Maintenance of the Water System consistent with the standards and requirements established in all applicable regulatory requirements and standards, including the RDCK's reasonable requirements and standards.
- 4 **Operational Requirements** - The parties agree that the Municipality is solely responsible for ensuring the proper operation, functioning and administration of the Water System, and the Municipality agrees to do so in a manner consistent with all applicable regulatory requirements and standards and to the standard of a waterworks local authority in British Columbia.
- 5 **Operation and Maintenance Record Keeping** - The Municipality:
  - (a) will make available to the RDCK copies of all records of operation and maintenance of the Water System as reasonably requested by the RDCK from time to time;
  - (b) will communicate upcoming operation and maintenance activities with the RDCK via email to the Manager, ~~Utility Services~~; and,
  - (c) hereby grants the RDCK the right to inspect the operation and maintenance records for the Water System or related to the Water System as requested by the RDCK from time to time.
- 6 **Service Area Users to pay Municipality** - The Municipality shall collect all applicable User Fees from Service Area users of the Water System, including handling delinquent accounts.
- 7 **Budget and Financial Administration** - The Municipality agrees to:
  - (a) prepare and deliver bills for User Fees to the users of the Water System, at the applicable rates prescribed in the Village of Kaslo Fees and Charges bylaw as referenced in the RDCK Utilities Rates, Fees and Charges -Bylaw;
  - (b) collect all User Fees;
  - (c) collect penalties; and,
  - (d) provide the RDCK with copies of financial statements relating to the Water System, Water Treatment Plant, and Water Supply System as may reasonably be requested by the RDCK from time to time.
- 8 The RDCK agrees to:
  - (a) provide the Municipality with a current list of the names and addresses of property owners within the Service Area on or before November 15 ~~of~~ each year;
  - (b) provide the Municipality with property owner transfer information promptly upon receipt of such information;

- (c) co-operate with the Municipality to obtain correct property owner information if the Municipality informs the RDCK that any particular account is undeliverable or unpaid; and
- (d) accept a list of all unpaid user accounts on December 31 in each year from the Municipality and pay these outstanding accounts to the Municipality by March 15 of following year, after which the RDCK will transfer unpaid fees to taxes;
- (e) ~~Ensure -that the Utilities Rates, Fees, and Charges Bylaw continues to refer to the Village of Kaslo Rates Fees and Charges Bylaw for rates fees and charges applicable to the McDonald Creek Water System. amend the RDCK bylaw to show that rates and user fees are subject to Municipality fees and charges.;~~ and,
- (f) ~~Municipality to provide information to water system users regarding changes to user fees.~~

**9 ~~Customer Communications~~User Consultation** - The RDCK agrees to:

- (a) ~~Cooperate with the Municipality by providing ongoing consultation and communication with the users of the Water System on various issues including roles and responsibilities of the RDCK and the Municipality and other matters including but not limited to public meetings, written information such as brochures and digital information.~~
- (b) ~~Maintain a dedicated page on the RDCK website which provides information to customers regarding who to contact for billing, operations/maintenance and new connections.~~

**10** The Village of Kaslo agrees to:

- (a) ~~Maintain a dedicated page on the Village of Kaslo website which provides information to customers regarding who to contact for billing, operations/maintenance and new connections.~~
- ~~9~~ ~~cooperate with the Municipality by providing ongoing consultation and communications with the users of the Water System on various issues including level of service, rates and other matters.~~

**1011 ~~Cooperation~~consultation between parties** - The Municipality agrees to consult and cooperate with the RDCK on operation and maintenance issues that arise as may be requested by either party.

**1112 ~~Water Quality~~** - The Municipality, as water purveyor, agrees:

- (a) to maintain the quality of potable water in the Water System at adequately treated levels in accordance with all applicable federal and provincial legislation, as amended, and in accordance with the operating permit of the Water System;
- (b) as the party responsible for the operation and maintenance of the Water System, to undertake any action and comply with any directive that is required or ordered by the Drinking Water Officer, including the performance of all required sampling, testing, monitoring, assessment and notifications required pursuant to the *Drinking Water Protection Act* or its regulations;
- (c) to test the water for bacteriological quality in accordance with all federal and provincial legislation, the operating permit and other requirements imposed by the Drinking Water Officer and provide results of such tests to the RDCK and the Drinking Water Officer as required;
- (d) if the quality of water in the Water System does not meet the above mentioned acceptable standards, to immediately inform and notify the users of the Water System and the RDCK in accordance with the requirements imposed by the Drinking Water Officer and provincial legislation; and
- (e) to keep the users of the Water System and RDCK informed as to corrective actions and when water quality once again meets acceptable standards.

**1213 ~~Reporting~~** - The Municipality will ensure that ~~copies~~ of all monthly monitoring reports and annual

reports are posted to their website, and provide the RDCK with any other reports as required under the *Drinking Water Protection Act*, its regulations, and other applicable statutes and regulations.

**1314 Emergency Response Plan** - The Municipality will provide copies to the RDCK of the emergency response and contingency plan, as amended from time to time, that refers to or deals with the Water System, the Kaslo Water System and/or the Water Supply System, as required under section 10 of the *Drinking Water Protection Act*, and will inform the RDCK of all water quality advisories and notices in a timely fashion.

**1415 Connections** - The Municipality will:

- (a) undertake all ~~administration, processing, and other~~ operational and maintenance work required to connect, disconnect and reconnect Service Area users' water lines to the Water System; and,
- (b) provide the RDCK with copies of the appropriate documentation respecting connections within the Service Area.

**1516 Unlawful Connections** - The RDCK will:

- (a) require the RDCK's building officials to confirm that there is authority for a lawful water connection to a parcel of land before issuing a building permit for a building on that parcel.
- (b) Require a bylaw officer or building official to investigate complaints of unlawful connections and where they exist, invoke ~~the Section 11.7 of RDCK Water Bylaw 2894 and Schedule A, Appendix 18 of RDCK Bylaw Enforcement Notice and Dispute Adjudication System Bylaw 2855 and amendments thereto.~~

## SERVICING

**1617 Maximum Number of Units Served** - The RDCK and Municipality agree that the volume of potable water and fire flow water allocated to the Service Area Water System under this Agreement will equal a maximum of ninety-~~threetwo~~ (93) Equivalent Units, unless the Kaslo Water System's capacity is upgraded through written agreement between the parties as described in Schedule B, Section 4 or otherwise agreed to between the Municipality and the RDCK.

**1718 Distribution of Units within Service Area** -The ninety-three (93) Equivalent Units are specifically designated to each parcel located in the Service Area at the time of execution of this Agreement, as shown on the map attached as Schedule "D".

**1819 New Residential Service Connections** - The RDCK will consider an application for a new residential connection from a resident within the Service Area who makes an application in writing to the RDCK in accordance with the application requirements of the RDCK's Water Bylaw. The RDCK will forward the request to the Municipality for processing and completion upon the RDCK's receipt of the application and determination that the requested connection is:

- (a) appropriately located within the Service Area,
- (b) consistent with the adopted plans, bylaws and/or broader policies of the RDCK, and
- (c) the proposed use does not force the Service Area water use to exceed the ~~all~~ allotted maximum number of Equivalent Units set out in Section ~~1716~~.

**1920 New Commercial Service Connections** - The RDCK may consider a written application for a water connection for commercial use within the Service Area, if the written application complies with the RDCK's Water Bylaw, and there are enough Equivalent Units allocated to the property for which the request is made. Should the Equivalent Units required for the commercial purpose exceed those allocated to the property, the RDCK shall advise the applicant that the applicant is responsible for

securing the required Equivalent Units for the proposed connections through appropriate legal mechanisms before the RDCK will forward the connection application to the Municipality. This could include soliciting Equivalent Units from other properties allocated those Equivalent Units, or registration of a restrictive covenant.

**2021** **New Service Connections Outside of Service Area** - The RDCK will not forward connection requests for any property outside of the Service Area.

- (a) The parties agree that any owners of property located outside the Service Area and abutting the Service Area who request service connections must first apply to the RDCK to have the Service Area expanded to include their property.
- (b) The principles set out in sections 198 and 2019, as applicable, must be met as a condition of expanding the Service Area and providing any new service connection in the expanded area.

**2122** **Development Application Within Equivalent Units Allocated for Proposed Developed Property** - Where the RDCK receives a Development Application for property within the Service Area, and the RDCK is of the opinion that the Development Application is generally consistent with the adopted plans, bylaws and broader policies of the RDCK and if there are enough Equivalent Units allocated for the development on that property, the RDCK will forward the Development Application to the Municipality.

**2223** The Municipality will then identify any Water System upgrading and associated costs that would be required to service the proposed development.

**2324** The RDCK will consult with the Municipality and either:

- (a) require the applicant to enter into an agreement with the RDCK to design, construct and commission the required works under the supervision and direction of the Municipality; or
- (b) require the applicant to enter into an agreement with the RDCK to provide the funds required to undertake the required improvements. The RDCK will then design, construct and commission the required works.

**2425** **Development Application Exceeding Equivalent Units Allocated for Proposed Development Property but within the Maximum Equivalent Units Allocated for Service Area** - Where the RDCK receives a Development Application for property within the Service Area, and the RDCK is of the opinion that the Development Application is generally consistent with the adopted plans, bylaws and broader policies of the RDCK, but there are not enough Equivalent Units allocated for the development on the property, but there remain unused Equivalent Units within the Service Area, the RDCK may approve the proposed development by allocating unused Equivalent Units to the development, which unused Equivalent Units will be allocated from a numbered waiting list based on the date of receipt of the request for Equivalent Units.

**2526** If the RDCK has approved the allocation of the additional Equivalent Units to the proposed development, the RDCK will forward the Development Application to the Municipality to identify the Water System upgrading and associated cost which will be required to service the proposed development.

**2627** The RDCK will consult with the Municipality and either:

- (a) require the applicant to enter into an agreement with the RDCK to design, construct and commission the required works under the supervision and direction of the Municipality; or
- (b) require the applicant to enter into an agreement with the RDCK to provide the funds required to undertake the required improvements. The RDCK will then provide the funding to the

Municipality in order for the Municipality to design, construct and commission the required works.

**WATER LICENCES**

**28** **Water Licenses** - The Municipality, is the legal holder of the provincial water licenses listed below and agrees to retain these licenses, and, if necessary, request modification of these licenses from the Provincial Crown so that the water may be used for local waterworks purposes in respect of the Service Area.

**27**

License C048406	0242202	Kaslo River
License C113658	0122984	Kemp Creek

**2829** The Municipality agrees to provide and share with the Service Area sufficient licensed water to meet the Municipality's obligations agreed to in this Agreement.

**30** The Municipality permits the RDCK to rely on the provincial water licenses listed in section 7.1 and the Water Treatment Plant in the enactment of the RDCK's "McDonald Creek Water Service Establishment Bylaw No. 1651, 2004" and in the execution of this Agreement, and further grants a license to the RDCK for the use of the water from the provincial water licenses and the use of the Water Treatment Plant to the extent required.

## SCHEDULE B: REVENUE AND CAPITAL COSTS

### REVENUE FROM THE IMPOSITION OF USER FEES, CONNECTION CHARGES AND OTHER FEES

- 1 The RDCK agrees that all revenues collected by the Municipality from users of the Water System in the form of User Fees and penalties under the RDCK Utilities Rates, Fees and Charges Bylaw shall be retained by the Municipality to offset costs incurred by the Municipality in fulfilling its obligations under this Agreement.

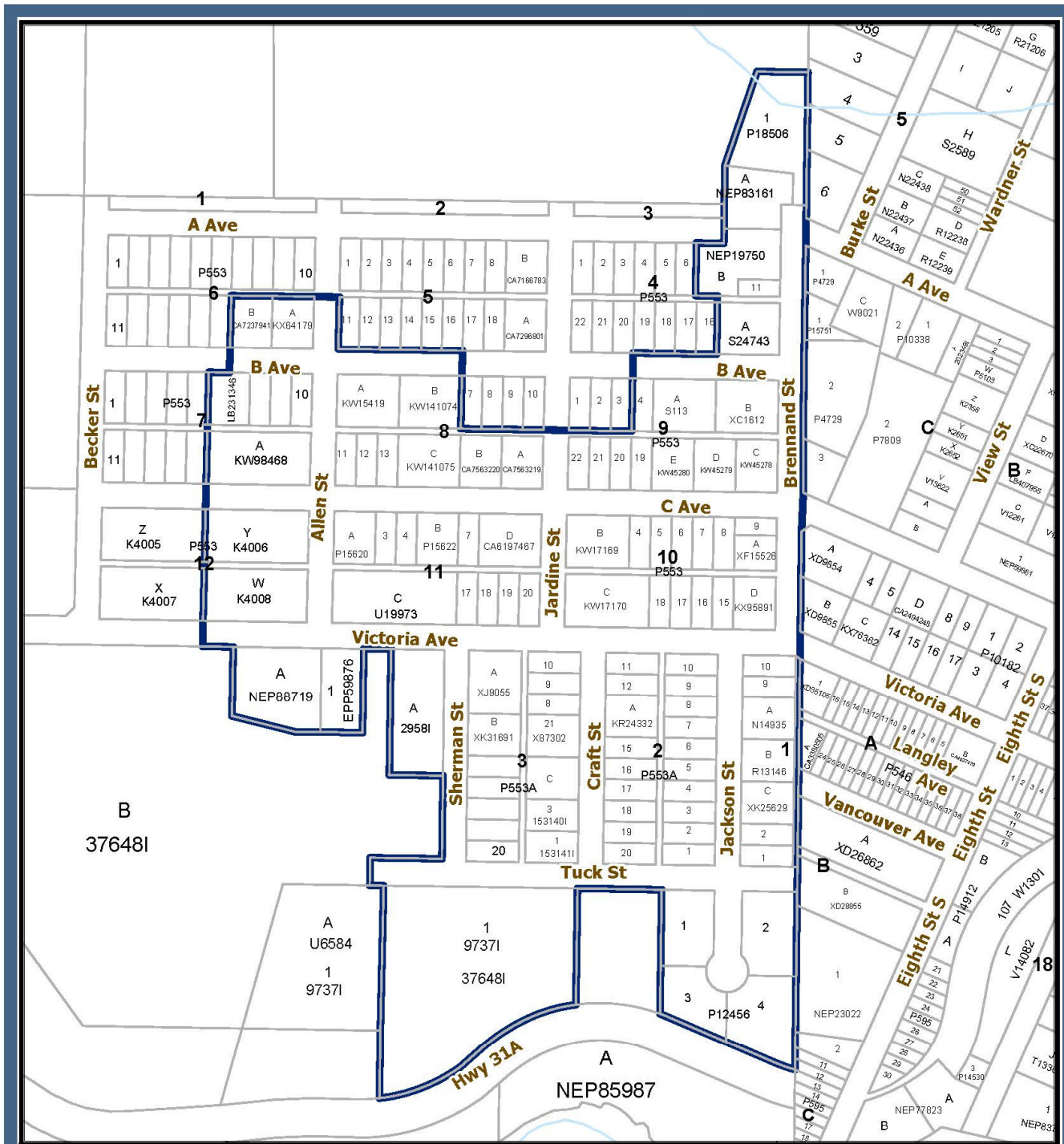
### SHARING OF CAPITAL COSTS

- 2 **Capital Upgrades by Agreement** - The Municipality and RDCK agree that future agreements to renovate, repair, or replace any of the Water Supply System will be shared between the McDonald Creek Service Area users and the users in the Municipality based on the Proportional Number of active service connections served by the shared Water Supply System at the time of the project approval for each user group under this Agreement of the equipment capacity that will be renovated, repaired or replaced. Any grant funding or third party contributions will be deducted prior to after calculating contributions, rather than being deducted from the total project cost first, unless otherwise agreed to in writing by both parties. Upgrades to the Water System within the Service Area will be the responsibility of the RDCK.
- 3 **Capital Upgrades required by Legislation** - The Municipality and RDCK agree that changes in Provincial requirements that regulate the provision of potable water and the protection of the environment may require capital improvements beyond those specifically anticipated or identified in this Agreement. In such cases, the costs of compliance with those requirements shall be shared between the users of the Water System and the users of the Kaslo Water System based on the proportionate share for each user group under this Agreement of the equipment capacity to be improved. All costs shared shall be net of any contributions made by grants or similar funding.
- 4 **Water Supply Capacity Upgrades** - Because the RDCK has provided excess system capacity to the Kaslo Water System by direct contribution sufficient to supply water for ninety-three (93) Equivalent Units in the Service Area, the Municipality agrees not to require taxpayers in the Service Area to share in future capital costs related to the expansion of Kaslo Water System capacity, unless the Municipality and RDCK agree in writing or unless the number of connections in the Service Area exceeds 93 Equivalent Units.
- 5 **Consultation before Capital Cost Expenditure** - Where the Municipality proposes to allocate a share of the capital upgrading cost to the users of the Water System pursuant to sections 2 or 3, the Municipality will consult the RDCK regarding the proposed method of recovering the capital costs and give twelve (12) months written notice to the RDCK so that within the period of notice the RDCK can prepare and adopt, if necessary, any required bylaws to establish the fees or taxes required to recover the share of the costs allocated to users of the Water System.

***Operation and Maintenance Service Agreement******McDonald Creek Water***

- |           |   |
|-----------|---|
| Exhibit 1 | Bylaw No. 1651 -A bylaw to establish a local service to provide water services for the McDonald Creek Water Service Area.   |
| Exhibit 2 | Village of Kaslo Bylaw No. 1127, 2012 - a bylaw to set the rates, conditions and terms under which water may be supplied and used within the Village of Kaslo.                  |
| Exhibit 3 | Village of Kaslo – January 17, 2003 letter to Regional District of Central Kootenay and supporting documentation.   |
| Exhibit 4 | McDonal Creek Water District Society – April 25, 2003 letter for Village of Kaslo.  |
| Exhibit 5 | Village of Kaslo – May 15, 2003 letter to McDonald Creek Water District Society.  |
| Exhibit 6 | Village of Kaslo Bylaw No. 1871, 2007 – a bylaw to set the rates, conditions and terms under which water may be supplied and used within the McDonald Creek Water Service Area. |

**SCHEDULE D: MAP**



Map Scale: 1:3,605

**Schedule D**  
McDonald Creek Water System

- Property Lines
- McDonald Creek Service Area
- Streams

Date: September 10, 2025  
 REGIONAL DISTRICT OF CENTRAL KOOTENAY  
 Box 590, 202 Lakeside Drive,  
 Nelson, BC V1L 5R4  
[www.rdck.bc.ca](http://www.rdck.bc.ca) [maps@rdck.bc.ca](mailto:maps@rdck.bc.ca)  
**The map data shown are approximate representations for reference purposes only. The Regional District of Central Kootenay is not responsible for any errors or omissions on this map nor any loss or damage resulting from the use of this map.**



## Rosebud Lake Regional Park Expansion

In January 2025, the RDCK expanded Rosebud Lake Regional Park from 16 hectares to more than 80 hectares with support from the BC Parks Foundation. This milestone advances a long-standing goal identified in The Rosebud Lake Park Plan (2002) to protect the lake’s unique ecosystem and manage critical water levels.

Fed by underground springs, Rosebud Lake is a rare and sensitive environment. The expansion brings much of the lake’s shoreline and adjacent uplands into the regional park, strengthening long-term conservation and stewardship.

These lands are vital for Western Painted Turtles, the only native freshwater turtle species in British Columbia. By protecting shoreline and upland habitat, the RDCK and BC Parks foundation are helping ensure Rosebud Lake remains a refuge for wildlife and a valued natural space for the community.



## Future Regional Park in the Creston Valley

The RDCK secured land in the Creston Valley to create a future community regional park and restore public access to the Goat River. This important acquisition advances shared park priorities identified in the RDCK and Town of Creston Parks and Recreation Master Plan and sets the stage for a new regional park designed for people, nature, and connection.


This riverfront property holds strong potential as a gathering place where residents and visitors can enjoy the natural beauty of the Goat River. As planning moves forward, the RDCK will focus on environmental stewardship, safe public access, and thoughtful park design, with opportunities for community input along the way.

The purchase was made possible through funding partnerships with Columbia Basin Trust and the BC Parks Foundation, demonstrating a shared commitment to expanding and protecting parkland in the Creston Valley.



## Rosebery–Three Forks (Galena) Trail Bridge Replacement

The RDCK completed the installation of a new 85-foot aluminum bridge on the Rosebery to Three Forks Regional Trail, restoring the connection between the cable car crossing and the Three Forks trailhead. The work was needed after a slough affected the original bridge, which led to a temporary trail closure while safety measures and replacement work were completed. The project also included wooden ramp approaches and earthworks necessary to stabilize the trail.

 Area: New Denver, Silverton & Area H



## Crawford Creek Trail Rehabilitation and Upgrades

A trail rehabilitation project was completed, improving trail surfacing and drainage to enhance safety and accessibility across all corridors.

The project also included replacing the old, failing footbridge with a new 65-foot aluminum footbridge that was installed over a pond outflow to improve safety for trail users. Ongoing maintenance continues throughout the parks trail network to keep it in top condition for users.

 Area A



**Celebrating the Trail:** In May, the community came together for a reopening celebration, connecting with Parks staff, East Shore Trails and Bike Association, and the RDCK Regional Director while enjoying the newly upgraded trail.

## Bathroom Upgrades at Cottonwood Lake and Glacier Creek

This summer, the existing toilets from Cottonwood Lake Regional Park were relocated to Glacier Creek Regional Park, which needed updated bathrooms. The swap allows Cottonwood Lake to receive upgraded toilets and a repaired concrete slab, better suited to its high visitor traffic, while the relocated toilets are now helping Glacier Creek visitors enjoy the park more comfortably.

 Area G & Area D



**Better Bathrooms for All:** Upgrades at Cottonwood Lake and Glacier Creek ensure both parks stay welcoming and enjoyable for everyone.

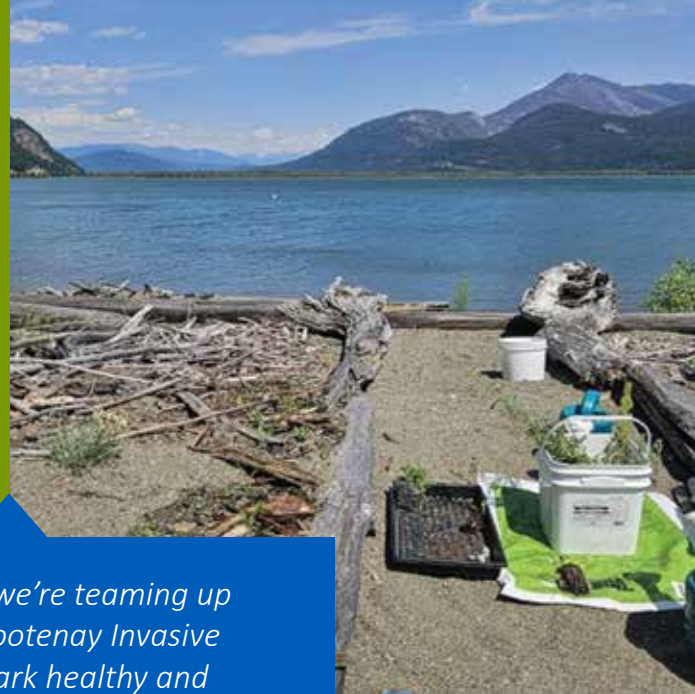


## Invasive Plant Management

Lardeau Regional Park saw successful community-led efforts to manage invasive plants, including multiple weed-pull events that brought residents together to protect the park's natural spaces.

A solarization trial also produced excellent results with minimal labour, and targeted knapweed removal efforts were largely successful, helping to restore and preserve native ecosystems.

 Area D & Area J



**Community Impact:** *Alongside work at Lardeau, we're teaming up with the Okanagan Nation Alliance and Central Kootenay Invasive Species Society to keep Waterloo Eddy Regional Park healthy and free of invasive species.*



## Trail and Habitat Improvements


Morning Mountain Regional Park continues to improve for all visitors. Native plantings, including shade trees, are establishing well with compost integration, while slope stabilization protects sensitive areas.

Trail inspections, brushing, and drainage work were carried out in coordination with user groups, including the Nelson Cycling Club, to keep trails safe and enjoyable. Added risk signage and ongoing invasive plant management help maintain the park's natural beauty, ensuring it remains welcoming for everyone.

 Area E

## Old South Slokan Schoolhouse

Following the removal of the original schoolhouse, work is underway to re-establish this historic site as a welcoming community gathering place. The next major phase, planned for 2026, will focus on foundation improvements and new concrete surfaces, setting the stage for a future pavilion and park space that honours the site's history while supporting community connection for generations to come.

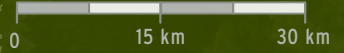
 Area H



*Local volunteers have been playing a hands-on role in preparing the site, contributing skilled labour and countless hours to help move the project forward.*



# Regional Parks Overview



Over **580**  
hectares  
(1,435 acres)

**3**  
Trails

**27**  
Regional Parks



Yours to Explore & Enjoy!

- |  |  |   |
|--|--|---|
| <b>1</b> ▲ Balfour Beach Regional Park             | <b>13</b> ▲ Lardeau Regional Park                  | <b>25</b> ▲ Taghum Beach Regional Park      |
| <b>2</b> ▲ Bigelow Bay Regional Park               | <b>14</b> ▲ McDonalds Landing Regional Park        | <b>26</b> ▲ Waterloo Eddy Regional Park     |
| <b>3</b> ▲ Bonnington Regional Park                | <b>15</b> ▲ Morning Mountain Regional Park         | <b>27</b> ▲ Winlaw Regional and Nature Park |
| <b>4</b> ▲ Brilliant Bridge Regional Park          | <b>16</b> ▲ Nelson Salmo Great Northern Trail      | <b>P1</b> 3823 Goat Canyon Road             |
| <b>5</b> ▲ Cottonwood Lake Regional Park           | <b>17</b> ▲ Pass Creek Regional Park               | <b>P2</b> Campbell Fields                   |
| <b>6</b> ▲ Crawford Creek Regional Park            | <b>18</b> ▲ Pulpit Rock Access Regional Park       | <b>P3</b> Robson Community Park             |
| <b>7</b> ▲ Crescent Valley Beach Regional Park     | <b>19</b> ▲ Riondel Regional Park                  | <b>P4</b> Former Old School House Site      |
| <b>8</b> ▲ Glacier Creek Regional Park             | <b>20</b> ▲ Robson Boat Ramp Regional Park         |   |
| <b>9</b> ▲ Glade Regional Park                     | <b>21</b> ▲ Rosebery Parklands Regional Park       |   |
| <b>10</b> ▲ Historic Ainsworth Wharf Regional Park | <b>22</b> ▲ Rosebery to Three Forks Regional Trail |   |
| <b>11</b> ▲ James Johnstone Regional Park          | <b>23</b> ▲ Rosebud Lake Regional Park             |   |
| <b>12</b> ▲ Krestova Regional Park                 | <b>24</b> ▲ Sunshine Bay Regional Park             |   |

Primary Park Type	
● Open Parks	● Future Parks
▲ Multiple Purpose Park (6)	
▲ Waterfront Access Park (16)	
▲ Regional Trails (3)	
▲ Waterfront Access & Multiple Purpose Park (2)	

My lists  
**PARKS INITIATIVES - COMMUNITY SERVICES** ☆ ☺

Initiative ↑	Priority	Project Details	Timeframe
Acquisition - In Camera Land Acquisition (Ongoing)	Medium	This is a placeholder for recognizing In Camera discussion involving project acquisition and negotiation	3-5+ years
Acquisition - Taghum Beach Teck Land	Low		3-5+ years
Best Practices - Trail Construction Standards	Medium	Develop a trail standards that are suitable for contracting out trail and pathway constructions and for internal use.	
Commission Workshop Request - Funding for Regional Amenities (Rec 5)	High	Requested by Rec 5 Commission.	<1 year
Contract - Glacier Creek Campground Host Recruitment	High	Interviews & recommendation to the Board.	<1 year
Contract - Great Northern Trail Brushing	High	RFP initiated for 2026	<1 year
Contract - Pass Creek Regional Park Campground Host Recruitment	High	Interviews & recommendation to the Board.	<1 year
Environmental Assessment - Glade & Taghum	Medium	Environmental Assessment being completed for these sites with potential project near the riparian zone. Glade Park Improvement will trigger the required for Environmentally Sensitive Development Permit	<1 year
Feasibility - Blewett Boat Launch	Low	The Area Director has interest in reopening the discussion for a boat launch in Blewett	
Feasibility - Cricket Castlegar & Area	Medium	Looking at options at Pass Creek Park.	1-3 years
Feasibility - Pass Creek Disc Golf	Medium	Site visit done with user group. Staff report required back to Commission. Anticipate April.	1-3 years
Feasibility - Pass Creek Park Review	Medium	Includes governance, ball diamond parking, exhibition grounds stewardship, spawning channel, ponds, etc.	3-5+ years
First Nations Engagement	High	Efforts to work with First Nation occur with various parks projects.	

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My lists

**PARKS INITIATIVES - COMMUNITY SERVICES** ☆ ☺

Initiative ↑	Priority	Project Details	Timeframe
Fuel Treatment - Glacier Creek Regional Park FMP	Low	A Fuel Management Prescription was done in 2018, the project has not been funded	3-5+ years
Grant - Campbell Field Community Works Application	High	Funding has been approved. Next steps are to move forward with the planning for the gateway project. Next steps involve a project initiation form.	<1 year
Grant - CBT Enhancement Grant (\$1m) 2026-2028	High	Step 1: Board approval - complete (March 2026) Step 2: Develop year 1 draft work plan & charter & determine appropriate review with commissions/committees - pending, due June 15 to CBT Step 3: Develop year 2 workplan - not started, due in 2027	1-3 years
Grant - Community Works Grant Application Goat River	High	At the request of the Area Director, submit an application to secure community works funding to support park development at 3823 Goat Canyon Road and any other potential sites on the Goat River.	<1 year
Land Tenure - Galena Trail	High	Applied for and land tenure documents have been received from the Province. We are awaiting final documents.	
Land Tenure - Glacier Creek Regional Park	High	The Special Use Permit expired on March 1, 2020. Community Institutional Licence of Occupation application is required. This could trigger the requirement for a management plan and first nations consultation.	1-3 years
Land Tenure - Great Northern Trail	High	A one year extension of the existing Tenure has been granted which expires December 31, 2026	
Land Tenure - Morning Mountain	High	Morning Mountain Regional Park Licence of Occupation Expired July 2022. Renewal of the Licence is thought to be an option.	
Land Tenure - Soon to Expire	Medium	Taghum (Teck) – May 2027 Glade Wharf – March 2027 Ainsworth Wharf – December 2028	1-3 years
Management Plan - Crawford Creek Regional Park	Medium	To include consultation with First Nations.	1-3 years
Management Plan - Five, Six Mile Beach & McDonald's Landing	Medium		

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My lists			
PARKS INITIATIVES - COMMUNITY SERVICES ☆ ☾			
Initiative ↑	Priority	Project Details	Timeframe
Management Plan - Great Northern Trail	Medium	Project includes topics such as motorized use, Sisters of St. Anne site, Ymir Sk8 Park etc.	1-3 years
Management Plan - Taghum Beach	Medium		1-3 years
Park Development - 3823 Goat River Road	High	Project charter required to identify the process and steps required to move this park development forward.	3-5+ years
Park Development - Campbell Field	Medium	To construct an initial development phase for a future multi-use outdoor recreation hub.	3-5+ years
Park Development - Former Old School House Site Park Development	High	May be assigned to Project Management	1-3 years
Park Development - Krestova Regional	Medium	No designated parking, toilets or interpretive and wayfinding signage. Public commitment was to complete a Management Plan within the first 5 years of acquisition.	1-3 years
Park Development - Robson Community Park	High	Community fundraised money to build the park. RDCK will be the operator. RDCK to oversee the construction of the park. Expected to commence Spring 2026.	1-3 years
Park Improvement Project - Glade Regional Park	Low	Community consultation resulted in challenges determining next steps.	3-5+ years
Park Improvement Project - Taghum Beach Regional Park	High	Funding for the design work is in place. Some of the CBT accessibility funds may be able to support this project. Requires archeological assessment and permitting.	1-3 years
Park Investigation - West Creston Ferry Landing	High		1-3 years
Policy - Park Permitting/FUA	Medium	Project involves use of the recreation software to support basic park permitting requests. FUA vary depending on the type of use being requested.	1-3 years
Policy - Regional Parks Bylaw Review	Medium	A number of new parks have been added in recent years which are not in the bylaws. This work may trigger broader changes to the bylaws.	
Promotion - Parks Program Development	High	Build basic promotional materials to highlight park services	<1 year

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My lists			
PARKS INITIATIVES - COMMUNITY SERVICES ☆ ⓘ			
Initiative ↑	Priority	Project Details	Timeframe
Request - CIC Bluff Climbing Area request from TAWKROC	Low	TAWKROC has presented to the Nelson, Salmo, E, F G Commission and no decision has been made regarding their request for a climbing area. The CIC Bluffs are partially located on land that the RDCK owns.	
Rosebud Lake Dam Alternate Access	Medium	In the event of an extreme flood, the culvert beneath Rosebud Lake Road would be washed out and the dam and spillway would not be accessible. An alternate access to the left (south) abutment should be considered.	1-3 years
Rosebud Lake Dam Emergency Plan & OMS Manual	High	The DEP must contain specific records of actions to be taken by the dam owner in an emergency.	<1 year
Rosebud Lake Dam Safety Review	Medium	As the dam consequence classification will likely be increased from "Significant" to "High" or "Very High" a dam safety review will be required to be completed within about two years of the reclassification.	1-3 years
Rosebud Lake Dam Spillway Upgrades	High	The dam spillway is undersized compared to current dam safety guidelines (CDA 2013) and upgrades to the spillway may be needed.	3-5+ years
Rosebud Lake Painted Turtle Habitat Enhancement		More information is needed regarding this project	
Safety - Danger Tree Assessment & Renewal	High	2026 focus is Pass Creek Park, Crawford Creek etc.....	
Safety - Snow management standards	High	Develop snow management standards for trails and access points, snow clearing and sanding priorities.	<1 year
Signage - Comprehensive Signage Plan (Regulatory & Standardization)	Medium	Phase 1 - Define and implement standard signage in all parks operated by the RDCK.	1-3 years
Signage - Ongoing	High	Park entry, park portal and park regulatory signage is currently identified by operational needs.	
Small Capital - Balfour Beach Park Bathroom Installation	Medium	Initial Septic Site Investigation has been completed. A decision on how to proceed is required. Archeological works needs to be done.	1-3 years

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Small Capital - Glacier Creek Campground Expansion	Low	Not sure if this is actually a project.	
Small Capital - Glacier Creek Emergency Access Road		Is this connected to the Campground expansion? Not sure if this is a project	
Small Capital - Pulpit Rock Regional Park Parking Upgrades	Medium	This project involves a partnership with MOTT to allow for angle parking. The project is understood to be a MOTT initiative that the RDCK will provide some funding for. The RDCK will only be responsible for the trail and MOTT will be responsible for the parking (though no enforcement is provided).	
Strategy - Parks, Trails, and Water Access Strategy	High	Awaiting final draft to take to public engagement.	1-3 years
Trail Development - Cottonwood Lake Regional Park	High	This project involves a trail connection to the TCT which would allow for a looped trail in vicinity of the logged area. There is \$40,000 remaining in TCT accessibility funds for 2026	<1 year
Trail Development - Crescent Valley Beach Accessible Trail	High	Develop an accessible trail to the shelter area to improve access to the area for more patrons.	1-3 years